

**BROOKS OF BONITA  
SPRINGS & BROOKS OF  
BONITA SPRINGS II  
COMMUNITY DEVELOPMENT  
DISTRICTS**

**January 26, 2022**

**BOARD OF SUPERVISORS  
JOINT REGULAR MEETING  
AGENDA**

# Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone (561) 571-0010 • Fax (561) 571-0013 • Toll-free: (877) 276-0889

January 19, 2022

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

**NOTE: MEETING TIME**

Boards of Supervisors

Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts

Dear Board Members:

The Boards of Supervisors of the Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts will hold a Joint Regular Meeting on January 26, 2022 at 1:00 p.m. at The Commons Club at The Brooks Enrichment Center, 9930 Coconut Road, Bonita Springs, Florida 34135. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (agenda items only)
3. Landscape Report: GulfScapes
4. Irrigation Report
  - A. Clock 7 Base Water Usage from Zone and Head Analysis
  - B. Meter Usage by Clock
  - C. Year-Over-Year Water Usage
  - D. Irrigation Water Update
5. Update: Cane Toad Control Year-to-Date Summary
  - Consideration of Pesky Varmints, LLC Estimate #1791 for Cane Toad Control
6. Consideration of Johnson Engineering, Inc., Professional Services Agreement for Stormwater Management Needs
7. Discussion: Copperleaf Lake Change for Project 2024 (*Ken Kadel & David Dore-Smith*)
8. Discussion: Shared Cost Document Review (*Supervisor Bartoletti*)
  - Coconut Point Developers, LLC
  - Coconut Point – South Village Association, Inc.

- 9. Update: Pickleball Play Information
- 10. Update: Pickleball Agreement Discussions with TCC
- 11. Discussion: Town Center Shared Costs Calculation and Year End Reconciliation
- 12. Acceptance of Unaudited Financial Statements as of December 31, 2021
- 13. Approval of Minutes
  - A. October 27, 2021 Joint Regular Meeting
  - B. November 30, 2021 Joint Special Meeting
- 14. Staff Reports
  - A. District Counsel: *Dan Cox, Esquire*
  - B. District Engineer: *Johnson Engineering, Inc.*
  - C. Operations: *Wrathell, Hunt and Associates, LLC*
    - Monthly Status Report - Field Operations
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: April 27, 2022 at 1:00 P.M.

○ QUORUM CHECK – BROOKS OF BONITA SPRINGS

William Stoehr	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
James Merritt	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Sandra Varnum	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Rollin Crawford	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bill Docherty, Jr.	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

○ QUORUM CHECK – BROOKS OF BONITA SPRINGS II

Ray Pierce	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ken D. Gould	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Thomas Brown	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Thomas Bertucci	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Joseph Bartoletti	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 15. Supervisors' Requests

16. Public Comments (*non-agenda items, only; four (4)-minute time limit*)
17. Adjournment

Should you have any questions, please contact me directly at 239-464-7114.

Sincerely,



Chesley E. Adams, Jr.  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 709 724 7992**

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**4B**

2020/2021 Water Usage													2
Clock 8 - US 41 to Railroad Track Coconut Rd. ( 26 Zones )													Total Average Per Meter
	October	November	December	January	February	March	April	May	June	July	August	September	
<b>90572480</b>	191,000	159,000	0	0	0	0	0	0	0	0	0	0	175,000
<b>92641564</b>	266,000	204,000	0	0	0	0	0	0	0	0	0	0	235,000
<b>90572482</b>	54,000	50,000	0	0	0	0	0	0	0	0	0	0	52,000
<b>86582846</b>	186,000	127,000	0	0	0	0	0	0	0	0	0	0	156,500
Total Monthly Usage By Clock													Total Clock Average
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	697,000	540,000	0	0	0	0	0	0	0	0	0	0	618,500
<b>Total Property Usage</b>	4,698,000	5,709,000	0	0	0	0	0	0	0	0	0	0	5,203,500
<b>% Clock Use</b>	15%	9%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	12%

**Comments:**

Clock 1 - Railroad Railroad Track to Sring Run Coconut Rd. ( 23 Zones )													Total Average Per Meter
	October	November	December	January	February	March	April	May	June	July	August	September	
<b>90572479</b>	191,000	165,000	0	0	0	0	0	0	0	0	0	0	178,000
<b>90572477</b>	279,000	378,000	0	0	0	0	0	0	0	0	0	0	328,500
<b>90572478</b>	177,000	245,000	0	0	0	0	0	0	0	0	0	0	211,000
<b>5522678</b>	178,000	227,000	0	0	0	0	0	0	0	0	0	0	202,500
Total Monthly Usage By Clock													Total Clock Average
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	825,000	1,015,000	0	0	0	0	0	0	0	0	0	0	920,000
<b>Total Property Usage</b>	4,698,000	5,709,000	0	0	0	0	0	0	0	0	0	0	5,203,500
<b>% Clock Use</b>	18%	18%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	18%

**Comments:**

<b>Clock 2 - Spring Run to commons club Entrance Coconut Rd. ( 23 Zones CDD / 14 Zones Common Club )</b>													Total Average Per Meter
	October	November	December	January	February	March	April	May	June	July	August	September	
<b>90445049</b>	0	450,000	0	0	0	0	0	0	0	0	0	0	225,000
<b>92641565</b>	125,000	101,000	0	0	0	0	0	0	0	0	0	0	113,000
<b>91150195</b>	185,000	245,000	0	0	0	0	0	0	0	0	0	0	215,000
<b>Total Monthly Usage By Clock</b>													Total Clock Average
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	310,000	796,000	0	0	0	0	0	0	0	0	0	0	553,000
<b>Total Property Usage</b>	4,698,000	5,709,000	0	0	0	0	0	0	0	0	0	0	5,203,500
<b>% Clock Use</b>	7%	14%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	11%

**Comments:**

<b>Clock 3 - Commons Club Entrance to Lighthouse Bay Coconut Rd ( 37 zones )</b>													Total Average Per Meter
	October	November	December	January	February	March	April	May	June	July	August	September	
<b>92609311</b>	184,000	289,000	0	0	0	0	0	0	0	0	0	0	236,500
<b>91150197</b>	172,000	274,000	0	0	0	0	0	0	0	0	0	0	223,000
<b>92641556</b>	181,000	275,000	0	0	0	0	0	0	0	0	0	0	228,000
<b>Total Monthly Usage By Clock</b>													Total Clock Average
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	537,000	838,000	0	0	0	0	0	0	0	0	0	0	687,500
<b>Total Property Usage</b>	4,698,000	5,709,000	0	0	0	0	0	0	0	0	0	0	5,203,500
<b>% Clock Use</b>	11%	15%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	13%

**Comments:**

<b>Clock 4 - 4 Way Light South on Imperial to end of Brooks Maintenance ( 23 Zones )</b>													Total Average Per Meter
--	--	--	--	--	--	--	--	--	--	--	--	--	-------------------------

	October	November	December	January	February	March	April	May	June	July	August	September	
<b>92641557</b>	129,000	64,000	0	0	0	0	0	0	0	0	0	0	96,500
<b>90376920</b>	169,000	194,000	0	0	0	0	0	0	0	0	0	0	181,500

<b>Total Monthly Usage By Clock</b>													Total Clock Average
<b>Total Clock Usage</b>	October	November	December	January	February	March	April	May	June	July	August	September	
	298,000	258,000	0	0	0	0	0	0	0	0	0	0	278,000

<b>Total Property Usage</b>	4,698,000	5,709,000	0	0	0	0	0	0	0	0	0	0	5,203,500
<b>% Clock Use</b>	6%	5%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	5%

<b>Comments:</b>	
------------------	--

<b>Clock 5 - 4 Way Light North to Copperleaf Three Oaks Pkwy ( 31 Zones )</b>													Total Average Per Meter
---	--	--	--	--	--	--	--	--	--	--	--	--	-------------------------

	October	November	December	January	February	March	April	May	June	July	August	September	
<b>90572467</b>	94,000	125,000	0	0	0	0	0	0	0	0	0	0	109,500
<b>92641559</b>	387,000	436,000	0	0	0	0	0	0	0	0	0	0	411,500
<b>90572474</b>	125,000	198,000	0	0	0	0	0	0	0	0	0	0	161,500

<b>Total Monthly Usage By Clock</b>													Total Clock Average
<b>Total Clock Usage</b>	October	November	December	January	February	March	April	May	June	July	August	September	
	606,000	759,000	0	0	0	0	0	0	0	0	0	0	682,500

<b>Total Property Usage</b>	4,698,000	5,709,000	0	0	0	0	0	0	0	0	0	0	5,203,500
<b>% Clock Use</b>	13%	13%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	13%

<b>Comments:</b>	
------------------	--



<b>Clock 6 - Copperleaf North to Bridge Three Oaks Pkwy ( 32 Zones )</b>													Total Average Per Meter
	October	November	December	January	February	March	April	May	June	July	August	September	
<b>90572476</b>	487,000	494,000	0	0	0	0	0	0	0	0	0	0	490,500
<b>82260048</b>	146,000	168,000	0	0	0	0	0	0	0	0	0	0	157,000
<b>90572468</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>90572463</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>90572464</b>	305,000	339,000	0	0	0	0	0	0	0	0	0	0	322,000

<b>Total Monthly Usage By Clock</b>													Total Clock Average
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	938,000	1,001,000	0	0	0	0	0	0	0	0	0	0	969,500
<b>Total Property Usage</b>	4,698,000	5,709,000	0	0	0	0	0	0	0	0	0	0	5,203,500
<b>% Clock Use</b>	20%	18%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	19%

**Comments:**

<b>Clock 7 - Bridge North To Williams Light Three Oaks Pkwy ( 39 Zones )</b>													Total Average Per Meter
	October	November	December	January	February	March	April	May	June	July	August	September	
<b>92641558</b>	125,000	87,000	0	0	0	0	0	0	0	0	0	0	106,000
<b>90572465</b>	191,000	212,000	0	0	0	0	0	0	0	0	0	0	201,500
<b>90572466</b>	171,000	203,000	0	0	0	0	0	0	0	0	0	0	187,000
<b>82806008</b>	0	0	0	0	0	0	0	0	0	0	0	0	0

<b>Total Monthly Usage By Clock</b>													Total Clock Average
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	487,000	502,000	0	0	0	0	0	0	0	0	0	0	494,500
<b>Total Property Usage</b>	4,698,000	5,709,000	0	0	0	0	0	0	0	0	0	0	5,203,500
<b>% Clock Use</b>	10%	9%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	10%

**Comments:**

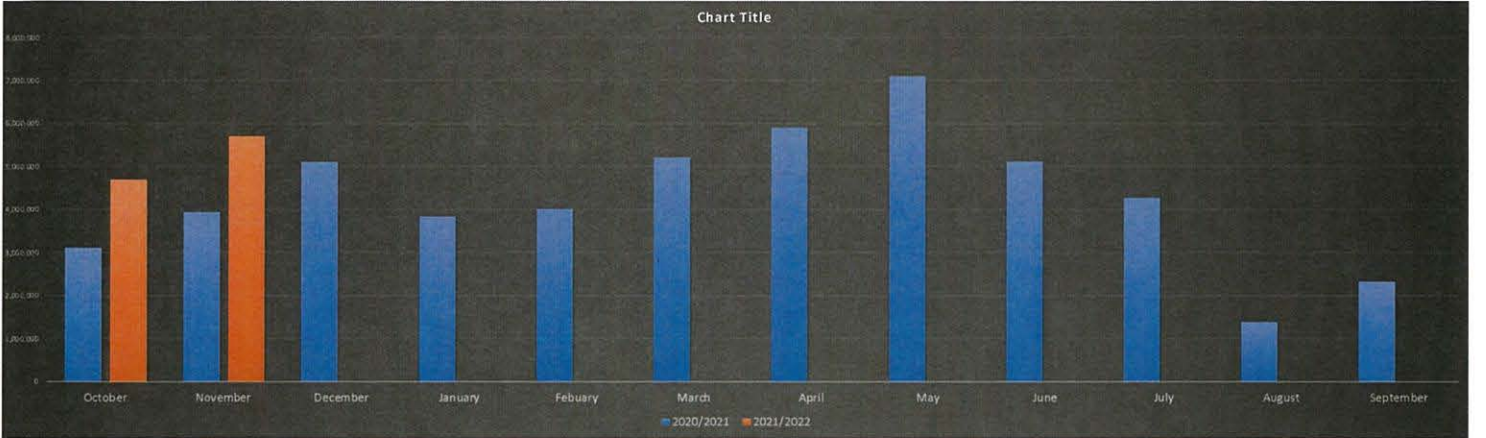
**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**4C**

## Brooks YOY Water Usage

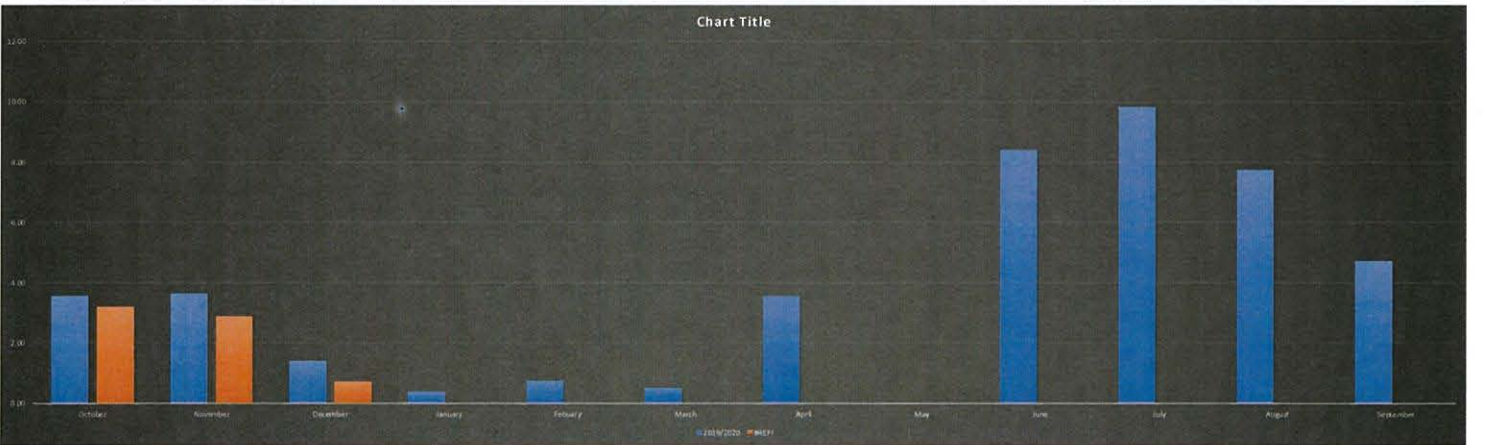
Brooks	October	November	December	January	February	March	April	May	June	July	August	September	Average Monthly Use	YOY Usage
2020/2021	3,109,000	3,948,000	5,114,000	3,845,000	4,017,000	5,211,000	5,907,000	7,097,000	5,117,000	4,273,000	1,389,000	2,328,000	4,279,583	51,355,000
2021/2022	4,698,000	5,709,000											10,407,000	10,407,000
%	51%	45%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	143%	-80%

Comments:



## Yearly Rainfall

Brooks	October	November	December	January	February	March	April	May	June	July	August	September	Average Monthly	YOY Total
2019/2020	3.57	3.64	1.41	0.38	0.74	0.52	3.56	0.00	8.41	9.83	7.75	4.73	3.71	44.54
2020/2021	3.20	2.87	0.70										0.68	6.77
Inch Diff	-0.37	-0.77	-0.71	-0.38	-0.74	-0.52	-3.56	0.00	-8.41	-9.83	-7.75	-4.73	-3.03	-37.77



**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**5**



## **Pesky Varmints, LLC**

Office 239-353-PEST (7378)

[PeskyVarmintsFL@aol.com](mailto:PeskyVarmintsFL@aol.com)

[www.PeskyVarmintsFL.com](http://www.PeskyVarmintsFL.com)

November 5, 2021

### Cane Toad Control Summary for the Brooks CDD (Lakes): Year-to-date Summary

#### **The Brooks Overview –**

- Approximately 12,595 Cane toads removed between all four communities.
- Approximately 42 gallons of Cane toad tadpoles removed from the lakes between the daytime and nighttime visits for all four communities.

#### **Shadow Wood Overview – High Cane Toad Population**

- Approximately 6135 Cane toads removed to date.
- Approximately 16 gallons of Cane toad tadpoles removed from the lakes.

#### **Copperleaf Overview – High Cane Toad Population**

- Approximately 2490 Cane toads removed to date.
- Approximately 12 gallons of Cane toad tadpoles removed from the lakes.

#### **Spring Run Overview – High Cane Toad Population**

- Approximately 2635 Cane toads removed to date.
- Approximately 11 gallons of Cane toad tadpoles removed from the lakes.

#### **Lighthouse Bay Overview – Moderate Cane Toad Population**

- Approximately 1335 Cane toads removed to date.
- Approximately 3 gallons of Cane toad tadpoles removed from the lakes.

With the cooler weather moving in, the second round of breeding has appeared to come to an end. The last visits for the Brooks CDD showed to be very productive. The lakes were active on these two nights. The Team has noticed a nice population of native toads and frogs making a comeback on the properties. We highly recommend that each community completes Cane toad control for their Golf Course and/or other sections of the community to stay on top of the population throughout the 2022 year.

We recommend the same schedule for the Brooks CDD (Lake Inspections) for the 2022 year to stay on top of the Cane toad population, we have included a proposal contract.



# Pesky Varmints, LLC

4310 28th Avenue Southeast | Naples, Florida 34117  
 239-353-7378 | peskyvarmintsf@aol.com |  
 www.peskyvarmintsf.com

**RECIPIENT:**

**The Brooks of Bonita Springs**

C/O Wrathell, Hunt & Associates, LLC  
 9220 Bonita Beach Road  
 Bonita Springs, FL 34135

**SERVICE ADDRESS:**

C/O Wrathell, Hunt & Associates, LLC  
 9220 Bonita Beach Road  
 Bonita Springs, FL 34135

**Estimate #1791**

Sent on \_\_\_\_\_  
**Total \$53,650.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
-------------------	-------------	------	------------	-------

Cane Toad Control	<p>2022 Year:            Cane Toad Control - The Brooks CDD Lakes (Shadow Wood, Copperleaf, Lighthouse Bay, Spring Run) Complete night visits from March - November. Five (5) night visits to get to all lakes within the Brooks to start in March and then four (4) night visits April thru October, and two (2) night visits in November.            \$1430 Per Night Visit / 35 Visits Total for 2022</p>	35	\$1,430.00	\$50,050.00*
-------------------	--	----	------------	--------------

Each visit will take place during the nighttime hours (Anytime between 8 PM and 2 AM) when the Cane toads are most active. A thorough inspection of the lakes will be completed with the removal of as many adult (breeder) and juvenile Cane toads as possible to help keep the Cane toad population down and show results to the community. Lakes on property will also be inspected for the removal of the Cane toad eggs and tadpoles during the scheduled night visits. Disposal fee included with price.

One report and invoice will be submitted to the CDD Management after each visit takes place. Please allow at least 3 business days after the visit is complete to receive the report and invoice.

With any invasive species, these visits will not eradicate the population completely. Our goal is to decrease the population to a manageable level and educate the community on what they can do to help with the population.



# Pesky Varmints, LLC

4310 28th Avenue Southeast | Naples, Florida 34117  
 239-353-7378 | peskyvarmintsfll@aol.com |  
 www.peskyvarmintsfll.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
-------------------	-------------	------	------------	-------

Cane Toad Control	Tadpoles - Estimating 8 Day visits for tadpole control throughout all properties. \$450 per day/ per visit/ per crew Lakes throughout The Brooks of Bonita Springs (Spring Run, Lighthouse Bay, Shadow Wood, Copperleaf)	8	\$450.00	\$3,600.00*
-------------------	--	---	----------	-------------

Each visit will take place during the daytime, with 2 crew members up to 3.5 hours. They will inspect the lakes throughout The Brooks for the removal of Cane toad tadpoles and eggs (if present). A report and invoice will be submitted to Management after each visit takes place. To get to all lakes quicker, we can have two different crews working in different sections. Not all lakes will have tadpoles present, but the crew will walk around all the lakes for inspection. Depending on how many tadpoles are present will determine how long it will take to get to all grounds. As with any invasive species, these visits will not eradicate the population completely. Our goal is to reduce the population, show results to the community and educate the residents on what they can do to help control the current population.

Working the tadpoles during the day, we will respect the Golfers and work around them. The visits could take place during early morning or late evening. If there are currently lakes that have tadpoles present, let us know which ones, and we can start with those hot-spot areas.

The day visits for tadpole control will be scheduled as needed and are not scheduled in advance. We want to make sure the tadpoles are present for the day visits to make each visit most beneficial for the community. Not all day visits might be needed.

**Total** **\$53,650.00**

\* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**6**





**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**JOHNSON ENGINEERING, INC.**  
(CONSULTANT)

**AND**

**THE BROOKS  
OF BONITA SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**  
(OWNER)

**PROJECT NAME:** The Brooks of Bonita Springs CDD Stormwater Management Needs

**Section:** 10 **Township:** 47 South **Range:** 25 East **County:** Lee  
**Latitude:** 26.396905 **Longitude:** -81.789412 **Comments:** \_\_\_\_\_

**CONSULTANT CONTACT INFORMATION**

**OWNER CONTACT INFORMATION**

**Project Manager:** Andy Tilton  
**Address:** 2122 Johnson Street  
**City:** Fort Myers  
**State/Zip:** Florida, 33901  
**Phone:** (239) 334-0046  
**Email:** [ATilton@johnsoneng.com](mailto:ATilton@johnsoneng.com)

**Bill to the attention of:** Chuck Adams  
c/o Wrathell, Hunt Associates, LLC  
**Billing Address:** 9920 Bonita Beach Road, Suite 214  
**City/State/Zip:** Bonita Springs, Florida 34135  
**Phone:** (239) 498-9020  
**Cell:** \_\_\_\_\_  
**Email:** [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)

**SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):**

**Background**

The Florida Legislature passed House Bill 53 related to public infrastructure. A portion of it is shown below relating to stormwater and the requirement to create a 20-year needs analysis. The Brooks of Bonita Springs CDD is one of the special districts mentioned in Section (1) below.

403.9302 Stormwater management projections.

- (1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.
- (2) As used in this section, the term:
  - (a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.
  - (b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).
  - (c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).
- (3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:
  - (a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
  - (b) The number of current and projected residents served calculated in 5-year increments.
  - (c) The current and projected service area for the stormwater management program or stormwater management system.

- (d) The current and projected cost of providing services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.
- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

**Task 1 - Analysis**

The CONSULTANT will assist the CLIENT the analysis required in 403.9302, Florida Statutes, Section (3) as requested by the Office of Economic and Demographic Research (EDR). Information will be collected by the CONSULTANT from own records and publicly available sources. Analysis of system components will be presented in a narrative format with exhibits as necessary to convey the information in an effective manner. A typical lifespan will be created for each asset along with the existing age and remaining lifespan. Replacement/retrofit costs will be developed for each asset acknowledging that actual asset life will vary from the typical. Revenue determinations (past, present, and future) will require assistance from the District Manager or designee.

**Task 2 - Report**

The CONSULTANT will compile the narrative, graphs, and tables from Task 1 and populate the spreadsheets created by EDR to be sent to Lee County before June 30, 2022. Lee County will be responsible to compile this report with others and their own information and transmit it to the EDR.

<b>FEE &amp; TYPE:</b>	Time & Materials (based on rate schedule in effect at the time service is rendered)	Lump Sum (LS):	<b>\$12,600.00</b>	LS
		Reimbursables:	<b>\$50.00</b>	T&M
		<b>TOTAL FEES:</b>	<b>\$12,650.00</b>	<b>LS; T&amp;M</b>
<b>OWNER AUTHORIZATION:</b> I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand, and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 3 of this Agreement.				
Authorized Signature: _____ Date: <u>November</u> , 2021				
Typed Name & Title: Chuck Adams, District Manager for The Brooks of Bonita Springs CDD				

## STANDARD BUSINESS TERMS AND CONDITIONS

These Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by Johnson Engineering, Inc. ("CONSULTANT").

**Standard of Care:** The Standard of Care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement with the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and the same locality.

**Information from Owner:** OWNER to provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for CONSULTANT to complete the Scope described herein.

**Cooperation with Other Consultants or Owner's Attorney:** Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be required, which is excluded from this Agreement. OWNER is expected to retain an attorney as needed for advice and participation as a professional team member. OWNER will serve as project coordinator and be responsible for assuring the cooperation of consultants contracting directly with him.

**Permit and Application Fees:** OWNER shall pay all project-related fees including, but not limited to plan review, platting, permits, DRI, impact fees, etc.

**Termination:** This Agreement and obligation to provide further service may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform to the terms hereof through no fault of the terminating party.

**Billings and Payment:** Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CONSULTANT and OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Reimbursables based on the Rate Code Schedule in effect at the time services are rendered. The continuous progress of CONSULTANT's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include a late charge of 1% per month from said thirtieth day; and, in addition, wemay, after seven days' notice to OWNER, suspend services under this Agreement until we have been paid in full for all amounts due for our services and expenses. CONSULTANT is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

**Reimbursables:** Project-related expenses such as transportation, subsistence, long distance communications, postage, shipping, report, drawing, specification reproduction, and OWNER-authorized overtime shall be reimbursable. The amount payable for reimbursables will be the charge actually incurred by or imputed cost allocated by CONSULTANT therefore times a factor of 1.10.

**Taxes:** Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

**Renegotiation of Fees:** CONSULTANT reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

**Subconsultant:** Subconsultant contracts will be administered at a cost of 10% of the Subconsultant contract fee.

**Attorney Fees:** Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

**Legal Interpretations Clarified:** The work proposed herein is based on the services of a professional engineer, professional surveyor, professional land planner, and/or professional landscape architect, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Design Professional. OWNER is advised to secure adequate legal counsel as needed for the project.

### Responsible Party:

PURSUANT TO §558.0035 FLORIDA STATUTE, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS

AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

**Project Delays:** The OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

**Budgetary Limitations:** It is necessary that OWNER advise CONSULTANT in writing at an early date if OWNER has budgetary limitations for the overall Project Cost or Construction Cost. CONSULTANT will endeavor to work within those limitations. If OWNER requests, CONSULTANT will submit to OWNER, as an Additional Service, opinions as to the probability of completing construction within OWNER's budget and, where appropriate, request an adjustment in the budget or a revision in the scope of services of the Project. CONSULTANT does not guarantee that opinions of probable cost will not differ materially from negotiated prices, fees or bids. If OWNER wishes greater assurance as to the probable construction costs, or if formal estimates are desired, an independent cost estimator should be employed.

**Excluded Services:** CONSULTANT will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are excluded services, unless otherwise specifically included in the Scope, which may be required or desired for the Project: Abstract of Title Review - Geotechnical Services - Materials Testing - Architectural Services - Hazardous Waste Assessments

**Mediation:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless parties mutually agree otherwise.

**Betterment:** If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

**Ownership of Instruments of Service:** All reports, plans, specifications, field data, and notes or other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional.

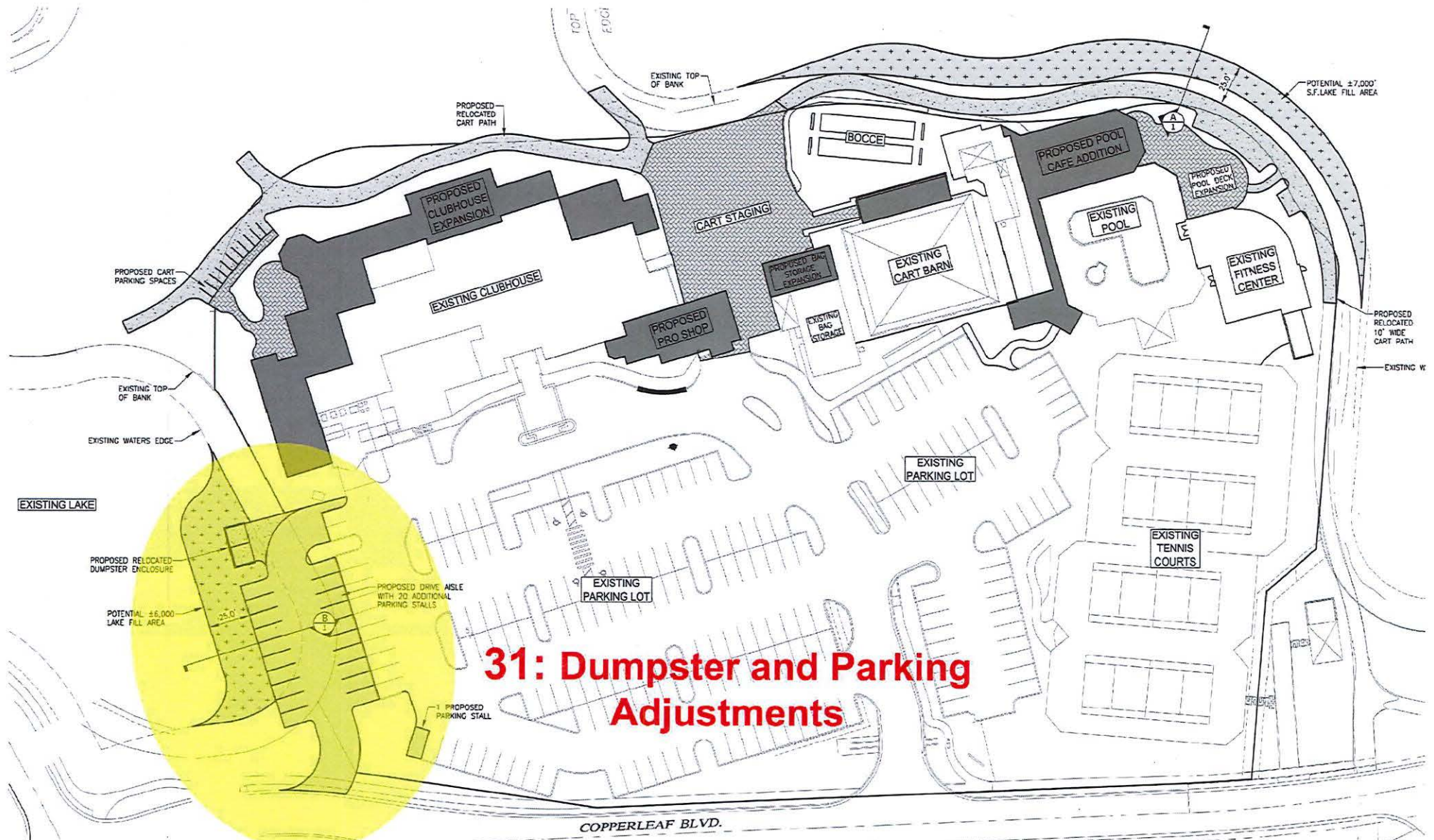
**Hazardous Materials:** Services related to asbestos, hazardous or toxic materials are excluded. OWNER shall provide a site that complies with applicable laws and regulations. CONSULTANT may, at its option and without liability for consequential or other damages, suspend services until OWNER retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.

**Entire Understanding:** This Proposal/Agreement represents the entire understanding between OWNER and CONSULTANT in respect to this Project and may only be modified in writing.

**Consultant's Limited Liability:** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$12,650.00.

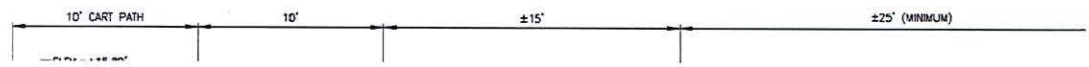
**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**7**



## 31: Dumpster and Parking Adjustments

# Proposed Site Plan



**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**8**



Prepared by:

Daniel H. Cox, P.A.  
P.O. Drawer CC  
Carrabelle, FL 32322  
(850) 697-5555

LANDSCAPE MAINTENANCE AGREEMENT

This Agreement is entered into this 15<sup>th</sup> day of ~~February~~ <sup>March</sup>, 2006, by and between **COCONUT POINT DEVELOPERS, LLC**, a Delaware limited liability company, whose address is C/O Simon Property Group, National City Center, 115 West Washington Street, Indianapolis, IN 46204, the **BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created and established pursuant to Chapter 190, Florida Statutes, whose address is c/o Chuck Adams, District Offices, 15730 Red Fox Run, Fort Myers, FL 33912 and the **SHADOW WOOD COMMUNITY ASSOCIATION, INC.**, a Florida corporation not-for-profit, whose address is c/o ~~Robin N. Lee~~ <sup>Robin</sup>, General Manager of Community Operations, 9900 Coconut Road, Suite 200, Bonita Springs, FL 34135.

RECITALS

- A. Coconut Road and Three Oaks Parkway are both county owned right of way.
- B. Coconut Point Developers, LLC ("Coconut Point") is the owner of lands abutting the northern right-of-way line of Coconut Road, from Brooks entry feature on US 41 to the Seminole Gulf Railway railroad right-of-way which crosses Coconut Road.
- C. The Brooks of Bonita Springs Community Development District ("BOBS") is the holder of a landscape easement, recorded in Official Records Book 2801, Page 3091, as affected by a partial assignment by instrument recorded in Official Records Book 2963, Page 2187, as assigned by instrument recorded in Official Records Book 2981, Page 2953, as confirmed by instrument recorded in Official records book 3057, Page 2589 and as partially released by instrument recorded in Official Records Book 3090, Page 732, all of the Public Records of Lee County, Florida, as amended simultaneously herewith, encumbering the southerly twenty-five feet of Coconut Point property, and has installed landscaping and related facilities within the easement area.
- D. Shadow Wood Community Association, Inc. ("Shadow Wood") is a community association formed to provide essential community services and amenities to the residents within the Brooks community.
- E. BOBS and Shadow Wood have entered into an agreement whereby Shadow Wood maintains the aforesaid landscaping within the landscape easements (and in some areas, adjacent thereto) held by BOBS along Coconut Road and Three Oaks Parkway.

- F. The landscaping, maintained by Shadow Wood provides substantial aesthetic benefit to both Coconut Point and the residents of the Brooks Community.
- G. The parties wish to establish a fair and equitable means of allocating the costs of maintaining such landscaping within the landscape easement that encumbers the lands owned by Coconut Point.

NOW THEREFORE, in consideration of \$10.00 and other valuable consideration, exchanged and received by the parties, the adequacy of which is hereby conclusively acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Basic to the determination of the proportionate share of costs that shall be paid by Coconut Point are the assumptions that (i) Coconut Point is benefited by the landscape maintenance program, (ii) the residents of the Brooks community are benefited by the landscape maintenance program. (iii) the square footage of green space maintained by Shadow Wood along the frontage of Coconut Point which is owned by Coconut Point is 1.63% of the total green space square footage in the joint property landscape maintenance program managed by Shadow Wood as set out on the attached Exhibit "A" to this Agreement.
3. Based on these basic assumptions, the amount attributed to the landscape maintenance Coconut Point shall pay one-half of 1.63% of the amount under the column titled "Applicable Costs" of the total budget for the landscape maintenance program, as shown on Exhibit "B" to this Agreement, as its proportionate share of the landscape maintenance program.
4. Shadow Wood will prepare an annual budget which contains line items for all of the costs associated with the landscape maintenance program, including any reserves for replacement of infrastructure or landscaping materials.
5. Within thirty days of adoption of the budget by Shadow Wood in accordance with its governing documents, Shadow Wood will provide a copy of the budget, along with an invoice for Coconut Point aforesaid share of the landscape maintenance program. Failure to present the budget or invoice within the time frame provided herein does not operate to excuse payment of the invoice when presented.
6. At the end of each year, Shadow Wood shall compare the amounts budgeted for the prior year's landscape maintenance program and the amount actually expended. If the actual amount expended exceeds the budgeted amount used to determine the amount charged to Coconut Point in the prior year, the shortage will be added to the invoice for the current year. If the actual amount



expended is less than the budgeted amount used to determine the amount charged to Coconut Point in the prior year, the excess will be credited to the invoice for the current year.

7. All invoices are due on presentment and Coconut Point shall pay the invoice without off-set and without further demand from Shadow Wood or BOBS. Any invoice remaining unpaid after forty-five days shall be delinquent and shall bear interest at ten percent (10%) from the date of presentment through the date of payment.
8. Should any party institute legal action to enforce its rights under this agreement, the prevailing party, shall be entitled to receive the costs expended in enforcing its rights and its legal fees, whether those costs and fees be incurred in litigation, settlement or appeal.
9. This agreement is mutually binding upon the parties, their successors and assigns. Coconut Point's obligation to pay the amounts provided herein is a covenant against the property and runs with title to the land.
10. BOBS, Shadow Wood and any successor performing the landscape maintenance services shall maintain the landscaping in good condition and to the design standard equal to or better than that existing as of the effective date of this Agreement.
11. Coconut Point, its affiliates or business associates, whether controlled by Coconut Point or otherwise independent of it, shall be given the opportunity to bid on and be awarded the right to perform the services contracted under the landscape maintenance program. Moreover, should the agreement between BOBS and Shadow Wood expire or be terminated for any reason, then Coconut Point, its affiliates or business associates, whether controlled by Coconut Point or otherwise independent of it, shall be given the opportunity to bid on and to be awarded the right to perform services of Shadow Wood hereunder and under its contract with BOBS and to receive the same payment for the costs of doing so from BOBS.
12. This Agreement shall be construed under the laws of the State of Florida and venue for any proceeding brought under this agreement shall be the appropriate State Court in Lee County, Florida.
13. Notice shall be deemed delivered five days after the date of post mark, addressed to the party at its address set forth in the preamble of this Agreement or such other address of which the receiving party has previously notified the others.

**WITNESS WHEREOF IN**, Coconut Point Developers, LLC, the Brooks of Bonita Springs 1 Community Development District, and Shadow Wood Community Association have executed this agreement as of the date and year first above written.

WITNESSES:

Debra K. Burns  
Print Name: Debra K. Burns

COCONUT POINT DEVELOPERS, LLC, a  
Delaware limited liability company  
By: SIMON PROPERTY GROUP, L.P., a  
Delaware limited partnership, its Managing  
Member

By: SIMON PROPERTY GROUP, INC.,  
a Delaware corporation, its general  
partner

By: David Simon  
Chief Executive Officer

Jan L. Locke  
Print Name: Jan L. Locke

STATE OF INDIANA  
COUNTY OF MARION

The forgoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2006, by  
David Simon as authorized representative for Coconut Point Developers, LLC and is Personally  
known to me OR has produced \_\_\_\_\_ as identification



Joan Walker-Emminger  
Notary Public, State of Indiana

Joan Walker-Emminger 2/6/13  
Notary name and Commission Expires

BROOKS OF BONITA SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT, an independent  
special district created and established pursuant to  
Chapter 190, Florida Statutes

[Signature]  
Print Name  
[Signature]  
Print Name

By: Chesley Adams  
Laura Agnew, Chairperson **CHESLEY ADAMS**  
Brooks of Bonita Springs 1 CDD **MANAGER**

STATE OF Florida  
COUNTY OF Lee

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2006, by Chesley Adams as authorized representative for the Brooks of Bonita Springs 1 Community Development District and is Personally known to me OR has produced FL license as identification



Diane M. Lesso  
Notary Public, State of Florida  
Diane M. Lesso 9/24/2007  
Notary name and Commission Expires

SHADOW WOOD COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

Sheryl L. Hilburn  
Print Name SHERYL HILBURN

By: Terry Furhoden  
Print Name TERRY FURHODEN  
Shadow Wood Community Ass., Inc.

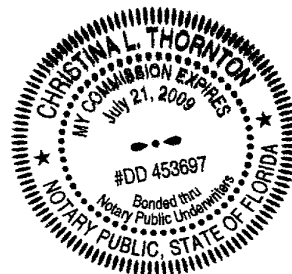
Norma Reynolds  
Print Name NORMA REYNOLDS

STATE OF Florida  
COUNTY OF Lee

The forgoing instrument was acknowledged before me this 26 day of April, 2006, by Terry Furhoden as authorized representative for the Shadow Wood Community Association, Inc. and is ~~Personally known to me~~ OR has produced \_\_\_\_\_ as identification

Christina Thornton  
Notary Public, State of Florida

Christina Thornton 7/21/09  
Notary name and Commission Expires



**EXHIBIT "A"**  
**COST SHARING CALCULATION (SF BASIS)**  
**COCONUT POINT AND COCONUT POINT SOUTH VILLAGE**

	R/W AREAS				MEDIAN AREAS			TOTAL AREAS
SHADOW WOOD ASSOCIATION INC JOINT TOTAL GREEN SPACE ACREAGE:	52.1 Ac			2,269,476 SF		36.0 Ac	1,568,160 SF	3,837,636
COCONUT POINT GREEN SPACE ACREAGE:	1353 Ft	x 47.5		49,918 SF	Note 1	1353 LF	24,708 SF	Note 3 74,628
COCONUT POINT SOUTH VILLAGE (CPSV) GREEN SPACE ACREAGE:	1066 Ft	x 39.5		33,177 SF	Note 2	1066 LF	17,092 SF	Note 3 50,269

Total % OF COCONUT POINT / CPSV GREEN SPACE TO THE JOINT TOTAL GREEN SPACE ACREAGE: 3.25%

COCONUT POINT / CPSV SHARE: 50% 1.63%

TOTAL JOINT BUDGET COSTS FOR 2006: Note 4 To be determined

**Note 1**  
 Gross area LESS Sandy Lane & wb right turn lane at Coconut 8350 sf  
 Gross area LESS road & wb right turn lane at Via Villagio 6000 sf

**Note 2**  
 Gross area LESS Sandy Lane & eb right turn lane at Coconut 8930 sf

**Note 3**  
 Ex Median area of 52,212 sf LESS 10,412 sf due to Sandy Lane Improvmts

**Note 4 - Budget adjustments to include Community Patrol/ Management Fee/ other items for review**

**Exhibit 'B'**  
Explanation of Cost Sharing Calculation

Total Shadow Wood Joint Cost Landscaping square footage	3,837,636
Total CP frontage square footage (includes proportionate share of medians)	62,448
Coconut Point percent of total	1.63%
Coconut Point responsibility (50% of actual)	.815%

Shadow Wood Community Association, Inc  
Budget 2006 Roll-up  
Final Revised 10/11/05

Account Description	<u>Joint Costs</u>	<u>Applicable Costs</u>
Temp. Help	\$4,200	
Compensation and Benefits	<b>\$4,200</b>	
Annuals	\$17,400	\$17,400
Sup. Irrigation	\$12,000	\$12,000
Mulch/ Sand/Soil	\$72,000	\$72,000
Sup. Plant Replacement	\$21,200	\$21,200
Other Maintenance		
Supplies	\$8,056	\$8,056
Operating and Maintenance	<b>\$130,656</b>	<b>\$130,656</b>
Electric	\$655	\$655
Irrigation Water	\$106,500	\$106,500
Electric-Landscape Lighting	\$17,535	
Sewer/ Water	\$537	
Street Lights	\$0	
Utilities	<b>\$125,227</b>	<b>\$107,155</b>
Contract Services	\$20,400	\$20,400
Community Patrol	\$36,252	
Outside Services	<b>\$56,652</b>	<b>\$20,400</b>
Building R and M	\$500	
Equipment Repairs	\$0	
Irrigation Repairs	\$3,150	\$3,150
Mowing Contract	\$517,200	\$517,200
Maintenance-other	\$10,000	
Hardscape	\$1,400	
Lighting	\$1,100	
Repairs and Maintenance	<b>\$533,350</b>	<b>\$520,350</b>
Management Fee- Expense	<b>\$93,306</b>	<b>\$77,004</b>
<b>Total Expenses</b>	<b><u>\$943,391</u></b>	<b><u>\$855,565</u></b>

\*Proportionate cost share of Management Fees included in this calculation is determined based upon percentage of total budget that is applicable to this agreement. (for current year  $\$778,561/\$943,391=82.52\%$ ;  $\$93,306 \times 82.52\%= \$77,004$ )

**COCONUT POINT cost for calendar year 2006 ( $\$855,565 \times .00815$ )                      \$ 6,972.86**

\* The above is intended to explain, by example, the formula used to determine the cost contribution as outlined in paragraph's 2 and 3 of the agreement. The budget numbers used are based upon Shadow Wood Community Association approved budget for calendar year 2006 which will change annually.

Prepared by:

Daniel H. Cox, P.A.  
P.O. Drawer CC  
Carrabelle, FL 32322  
(850) 697-5555

INSTR: 006000199478, Pages 8  
Doc Ty: AGR, Recorded 05/16/2006 at 03:42 PM,  
Charlie Green, Lee County Clerk of Circuit Court  
Rec. Fee \$69.50  
Deputy Clerk GWAITE  
#1

## LANDSCAPE MAINTENANCE AGREEMENT

This Agreement is entered into this <sup>15<sup>th</sup></sup> day of March, 2006, by and between **COCONUT POINT-SOUTH VILLAGE ASSOCIATION, INC.**, a Florida corporation not-for-profit, whose address is 24880 Burnt Pine Drive, #8; Bonita Springs, FL 34134, the **BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created and established pursuant to Chapter 190, Florida Statutes, whose address is c/o Chuck Adams, District Offices, 15730 Red Fox Run, Fort Myers, FL 33912 and the **SHADOW WOOD COMMUNITY ASSOCIATION, INC.**, a Florida corporation not-for-profit, whose address is c/o <sup>(SH)</sup> Robin N. Lette, General Manager of Community Operations, 9900 Coconut Road, Suite 200, Bonita Springs, FL 34135.

### RECITALS

- A. Coconut Road and Three Oaks Parkway are both county owned right of way.
- B. Coconut Point-South Village Association, Inc. ("CP-SVA") is the owner of lands abutting the southern right-of-way line of Coconut Road, from Health Park Boulevard to the Seminole Gulf Railway railroad right-of-way which crosses Coconut Road.
- C. The Brooks of Bonita Springs Community Development District ("BOBS") is the holder of a landscape easement, recorded in Official Records Book 2801, page 3091, as affected by a partial assignment by instrument recorded in Official Records Book 2963, Page 2187, as assigned by instrument recorded in Official Records Book 2981, Page 2953, as confirmed by instrument recorded in Official Records Book 3057, Page 2589 and as partially released by instrument recorded in Official Records Book 3090, Page 732, all of the public records of Lee County, Florida, as amended simultaneously herewith, encumbering the northerly twenty-five feet of CP-SVA's property, and has installed landscaping and related facilities within the easement area.
- D. Shadow Wood Community Association, Inc. ("Shadow Wood") is a community association formed to provide essential community services and amenities to the residents within the Brooks community.
- E. BOBS and Shadow Wood have entered into an agreement whereby Shadow Wood maintains the aforesaid landscaping within the landscape easements (and in some areas, adjacent thereto) held by BOBS along Coconut Road and Three Oaks Parkway.

- F. The landscaping, maintained by Shadow Wood provides substantial aesthetic benefit to both CP-SVA and the residents of the Brooks Community.
- G. The parties wish to establish a fair and equitable means of allocating the costs of maintaining such landscaping within the landscape easement that encumbers the lands owned by CP-SVA.

NOW THEREFORE, in consideration of \$10.00 and other valuable consideration, exchanged and received by the parties, the adequacy of which is hereby conclusively acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Basic to the determination of the proportionate share of costs that shall be paid by CP-SVA are the assumptions that (i) CP-SVA is benefited by the landscape maintenance program, (ii) the residents of the Brooks community are benefited by the landscape maintenance program, (iii) the square footage of green space maintained by Shadow Wood along the frontage of CP-SVA which is owned by CP-SVA is 1.63% of the total green space square footage in the joint property landscape maintenance program managed by Shadow Wood as set out on the attached Exhibit "A" to this Agreement.
3. Based on these basic assumptions, the amount attributed to the landscape maintenance CP-SVA shall pay one-half of 1.63% of the amount under the column titled "Applicable Costs" of the total budget for the landscape maintenance program, as shown on Exhibit "B" to this Agreement, as its proportionate share of the landscape maintenance program.
4. Shadow Wood will prepare an annual budget which contains line items for all of the costs associated with the landscape maintenance program, including any reserves for replacement of infrastructure or landscaping materials.
5. Within thirty days of adoption of the budget by Shadow Wood in accordance with its governing documents, Shadow Wood will provide a copy of the budget, along with an invoice for CP-SVA's aforesaid share of the landscape maintenance program. Failure to present the budget or invoice within the time frame provided herein does not operate to excuse payment of the invoice when presented.
6. At the end of each year, Shadow Wood shall compare the amounts budgeted for the prior year's landscape maintenance program and the amount actually expended. If the actual amount expended exceeds the budgeted amount used to determine the amount charged to CP-SVA in the prior year, the shortage will be added to the invoice for the current year. If the actual amount



expended is less than the budgeted amount used to determine the amount charged to CPSVA in the prior year, the excess will be credited to the invoice for the current year.

7. All invoices are due on presentment and CP-SVA shall pay the invoice without off-set and without further demand from Shadow Wood or BOBS. Any invoice remaining unpaid after forty-five days shall be delinquent and shall bear interest at ten percent (10%) from the date of presentment through the date of payment.
8. Should any party institute legal action to enforce its rights under this Agreement, the prevailing party, shall be entitled to receive the costs expended in enforcing its rights and its legal fees, whether those costs and fees be incurred in litigation, settlement or appeal.
9. This Agreement is mutually binding upon the parties, their successors and assigns. CP-SVA's obligation to pay the amounts provided herein is a covenant against the property and runs with title to the land.
10. BOBS, Shadow Wood and any successor performing the landscape maintenance services shall maintain the landscaping in good condition and to the design standard equal to or better than that existing as of the effective date of this Agreement.
11. CP-SVA, its affiliates or business associates, whether controlled by CP-SVA or otherwise independent of it, shall be given the opportunity to bid on and be awarded the right to perform the services contracted under the landscape maintenance program. Moreover, should the agreement between BOBS and Shadow Wood expire or be terminated for any reason, then CP-SVA, its affiliates or business associates, whether controlled by CP-SVA or otherwise independent of it, shall be given the opportunity to bid on and to be awarded the right to perform services of Shadow Wood hereunder and under its contract with BOBS and to receive the same payment for the costs of doing so from BOBS.
12. This Agreement shall be construed under the laws of the State of Florida and venue for any proceeding brought under this agreement shall be the appropriate State Court in Lee County, Florida.
13. Notice shall be deemed delivered five days after the date of post mark, addressed to the party at its address set forth in the preamble of this Agreement or such other address of which the receiving party has previously notified the others.

**WITNESS WHEREOF IN**, Coconut Point South Village Association, Inc., the Brooks of Bonita Springs 1 Community Development District, and Shadow Wood Community Association have executed this agreement as of the date and year first above written.

WITNESSES:

Diane M. Lesso  
Diane M. Lesso

Print Name:

COCONUT POINT-SOUTH VILLAGE ASSOCIATION, INC.,  
a Florida corporation not for profit

Keith W Cantwell  
KEITH W. CANTWELL

Print Name:

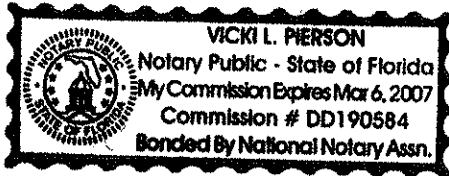
By: [Signature]  
NED DEWHIRST, PRESIDENT  
Print Name/Title

STATE OF FLORIDA  
COUNTY OF LEE

The forgoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2006, by Ned Dewhirst as authorized representative for Coconut Point-South Village Association, Inc. and is Personally known to me OR has produced \_\_\_\_\_ as identification

Vicki Pierson  
Notary Public, State of Florida

Vicki Pierson 3-6-07  
Notary name and Commission Expires



BROOKS OF BONITA SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT, an independent  
special district created and established pursuant to  
Chapter 190, Florida Statutes

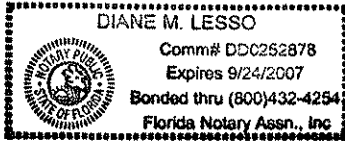
By: [Signature] CHESLEY ADAMS  
Laura Agnew, Chairperson DISTRICT MANAGER  
Brooks of Bonita Springs 1 CDD

[Signature]  
Print Name

[Signature]  
Print Name

STATE OF Florida  
COUNTY OF Lee

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2006, by Chesley Adams as authorized representative for the Brooks of Bonita Springs 1 Community Development District and is Personally known to me OR has produced FL license as identification



Diane M. Lesso  
Notary Public, State of Florida

Diane M. Lesso 9/24/2007  
Notary name and Commission Expires

SHADOW WOOD COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

By: Terry Furchowden  
Print Name TERRY FURCHOWDEN  
Shadow Wood Community Ass., Inc

Sheryl L. Hilburn  
Print Name SHERYL L. HILBURN

Norma Reynolds  
Print Name NORMA REYNOLDS

STATE OF Florida  
COUNTY OF Lee

The forgoing instrument was acknowledged before me this 26 day of April, 2006, by Terry Furchowden as authorized representative for the Shadow Wood Community Association, Inc. and is Personally known to me OR has produced \_\_\_\_\_ as identification

Christina L. Thornton  
Notary Public, State of Florida

Christina Thornton 7/21/09  
Notary name and Commission Expires



**EXHIBIT "A"**  
**COST SHARING CALCULATION (SF BASIS)**  
**COCONUT POINT AND COCONUT POINT SOUTH VILLAGE**

	R/W AREAS					MEDIAN AREAS			TOTAL AREAS			
SHADOW WOOD ASSOCIATION INC JOINT TOTAL GREEN SPACE ACREAGE:	52.1	Ac		2,269,476	SF	36.0	Ac	1,568,160	SF	3,837,636		
COCONUT POINT GREEN SPACE ACREAGE:	1353	Ft	x 47.5	49,918	SF	Note 1	1353	LF	24,708	SF	Note 3	74,626
COCONUT POINT SOUTH VILLAGE (CPSV) GREEN SPACE ACREAGE:	1066	Ft	x 39.5	33,177	SF	Note 2	1066	LF	17,092	SF	Note 3	50,269
Total % OF COCONUT POINT / CPSV GREEN SPACE TO THE JOINT TOTAL GREEN SPACE ACREAGE:												3.25%
COCONUT POINT / CPSV SHARE:				50%								1.63%
TOTAL JOINT BUDGET COSTS FOR 2006:												Note 4 To be determined

Note 1  
Gross area LESS Sandy Lane & wb right turn lane at Coconut 8350 sf  
Gross area LESS road & wb right turn lane at Via Villagio 6000 sf

Note 2  
Gross area LESS Sandy Lane & eb right turn lane at Coconut 8930 sf

Note 3  
Ex Median area of 52,212 sf LESS 10,412 sf due to Sandy Lane Improvmts

Note 4 - Budget adjustments to include Community Patrol/ Management Fee/ other items for review

**Exhibit 'B'**  
Explanation of Cost Sharing Calculation

Total Shadow Wood Joint Cost Landscaping square footage	3,837,636
Total CP-SVA frontage square footage (includes proportionate share of medians)	62,448
CP-SVA's percent of total	1.63%
CP-SVA's responsibility (50% of actual)	<b>.815%</b>

Shadow Wood Community Association, Inc  
Budget 2006 Roll-up  
Final Revised 10/11/05

Account Description	<u>Joint Costs</u>	<u>Applicable Costs</u>
Temp. Help	\$4,200	
Compensation and Benefits	<b>\$4,200</b>	
Annuals	\$17,400	\$17,400
Sup. Irrigation	\$12,000	\$12,000
Mulch/ Sand/Soil	\$72,000	\$72,000
Sup. Plant Replacement	\$21,200	\$21,200
Other Maintenance		
Supplies	\$8,056	\$8,056
Operating and Maintenance	<b>\$130,656</b>	<b>\$130,656</b>
Electric	\$655	\$655
Irrigation Water	\$106,500	\$106,500
Electric-Landscape Lighting	\$17,535	
Sewer/ Water	\$537	
Street Lights	\$0	
Utilities	<b>\$125,227</b>	<b>\$107,155</b>
Contract Services	\$20,400	\$20,400
Community Patrol	\$36,252	
Outside Services	<b>\$56,652</b>	<b>\$20,400</b>
Building R and M	\$500	
Equipment Repairs	\$0	
Irrigation Repairs	\$3,150	\$3,150
Mowing Contract	\$517,200	\$517,200
Maintenance-other	\$10,000	
Hardscape	\$1,400	
Lighting	\$1,100	
Repairs and Maintenance	<b>\$533,350</b>	<b>\$520,350</b>
Management Fee- Expense	<b>\$93,306</b>	<b>\$77,004</b>
Total Expenses	<b><u>\$943,391</u></b>	<b><u>\$855,565</u></b>

\*Proportionate cost share of Management Fees included in this calculation is determined based upon percentage of total budget that is applicable to this agreement. (for current year \$778,561/\$943,391=82.52%; \$93,306x 82.52%= \$77,004)

**CP-SVA cost for calendar year 2006 ( $\$855,565 \times .00815$ )**

**\$6,972.86**

\* The above is intended to explain, by example, the formula used to determine the cost contribution as outlined in paragraph's 2 and 3 of the agreement. The budget numbers used are based upon Shadow Wood Community Association approved budget for calendar year 2006 which will change annually.

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**9**

## Gianna Denofrio

---

**From:** Chuck Adams  
**Sent:** Friday, January 7, 2022 8:11 AM  
**To:** Joe Bartoletti; Cleo Adams; Daphne Gillyard; Gianna Denofrio  
**Subject:** RE: January CDD Meeting 1.26.22

Good morning  
Gianna/Daphne  
Please circulate to the BOBS 1 and 2 BOS as an fyi and place in the January agenda.

Thanks

Best Regards,

Chesley 'Chuck' Adams  
Director of Operations  
**Wrathell, Hunt and Associates, LLC**  
(239) 464-7114 ©

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

---

**From:** Joe Bartoletti <bar2jr@outlook.com>  
**Sent:** Thursday, January 6, 2022 5:15 PM  
**To:** Chuck Adams <adamsc@whhassociates.com>; Cleo Adams <crismond@whhassociates.com>  
**Subject:** FW: January CDD Meeting 1.26.22

Would you please have this distributed to Supervisors for January meeting. Can it also be placed in our booklet so that everyone has

Sent from [Mail](#) for Windows

---

**From:** Cindi Nielsen <cindi5454@yahoo.com>  
**Sent:** Sunday, January 2, 2022 9:23:18 PM  
**To:** Joe Bartoletti <bar2jr@outlook.com>  
**Cc:** Jim Merritt <jmerrittsw@gmail.com>  
**Subject:** Re: January CDD Meeting 1.26.22

Joe and Jim-

We are working on getting you the information you are requesting. We will plan to present it at the January meeting.

Cindi

On Jan 1, 2022, at 12:06 PM, Joe Bartoletti <bar2jr@outlook.com> wrote:



Cindi

Jim & I would like to have the PB Board to present the following information to the CDD Supervisors at the 1.26.22 meeting as well as other PB play information the Board feels needed to explain play demand

How many PB Club members Fiscal Year to date (10.2021-1.24.2022

How many PB club members by Community 1.1-1.24.22

How many guests played 1.1-1.24.22

How many guests by Community played 1.1-1.24.22

Who played 1.1-1.24.22

Who played by Community 1.1-1.24.22

When they played 1.1-1.24.22

How often they played 1.1-1.24.22

Court Scheduled Play by day vs Court Capacity by day 1.1-1.24.22

Assume 15-20 minute maximum time allotment

Regards

Joe & Jim

Sent from [Mail](#) for Windows

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**11**

## 2021 Brooks Town Center Calculation and Year End Reconciliation

**Operating Maintenance  
Costs for Town Center  
Facility**

Operating Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget	2021 Actuals	CDD area	Note	% Total	CDD Actual	Commons Club	Note	% Total	Commons Actual	Entrance	Note	% Total	Entrance Actual
License & Fees	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 250	\$ 47			\$ 78	\$ 59			\$ 98	\$ 45			\$ 75
Plant Replacements	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 12,000	\$ -	\$ 3,720			\$ -	\$ 4,680			\$ -	\$ 3,600			\$ -
Other Maint Supplies	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 785	\$ 1,240			\$ 243	\$ 1,560			\$ 306	\$ 1,200			\$ 236
Electric	\$ 15,000	\$ 15,000	\$ 15,000	\$ 9,000	\$ 9,000	\$ 7,445	\$ 2,790			\$ 2,308	\$ 3,510			\$ 2,904	\$ 2,700			\$ 2,234
Irrigation Water	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 7,635	\$ 1,860			\$ 2,367	\$ 2,340			\$ 2,978	\$ 1,800			\$ 2,291
Sewer/Water	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 3,000	\$ 2,318	\$ 930			\$ 719	\$ 1,170			\$ 904	\$ 900			\$ 695
Contract Services	\$ 2,500	\$ 2,500	\$ 15,000	\$ 45,000	\$ 45,000	\$ 45,122	\$ 13,950			\$ 13,988	\$ 17,550			\$ 17,598	\$ 13,500			\$ 13,537
Building R & M	\$ 1,000	\$ 1,000	\$ 1,000	\$ 5,000	\$ 5,000	\$ 831	\$ 1,550			\$ 258	\$ 1,950			\$ 324	\$ 1,500			\$ 249
Landscape Maint Contract	\$ 87,000	\$ 109,000	\$ 109,000	\$ 86,000	\$ 87,720	\$ 82,645	\$ 27,193			\$ 25,620	\$ 34,211			\$ 32,232	\$ 26,316			\$ 24,794
Hardscape Repairs	\$ 5,500	\$ 5,500	\$ 15,000	\$ 15,000	\$ 13,000	\$ -	\$ 4,030			\$ -	\$ 5,070			\$ -	\$ 3,900			\$ -
Lighting Repairs	\$ 4,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 20,520	\$ 1,550			\$ 6,361	\$ 1,950			\$ 8,003	\$ 1,500			\$ 6,156
Hardscape Routine Maint	\$ 22,500	\$ 22,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 22,913	\$ 2,015			\$ 7,103	\$ 2,535			\$ 8,936	\$ 1,950			\$ 6,874
Capital Outlay			\$ 30,000	\$ 25,000	\$ 20,000	\$ 8,490	\$ 6,200			\$ 2,632	\$ 7,800			\$ 3,311	\$ 6,000			\$ 2,547
	<b>\$ 161,650</b>	<b>\$ 183,650</b>	<b>\$ 220,650</b>	<b>\$ 220,650</b>	<b>\$ 216,370</b>	<b>\$ 198,954</b>	<b>\$ 67,075</b>		<b>31%</b>	<b>\$ 61,676</b>	<b>\$ 84,384</b>		<b>39%</b>	<b>\$ 74,281</b>	<b>\$ 64,911</b>		<b>30%</b>	<b>\$ 59,686</b>
CC building landscaping	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ 11,500	\$ -	\$ -			\$ -	\$ 11,500			\$ -	\$ -			\$ -
Admn Fee	\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -
<b>Total Expense</b>	<b>\$ 185,150</b>	<b>\$ 207,150</b>	<b>\$ 232,150</b>	<b>\$ 232,150</b>	<b>\$ 227,870</b>	<b>\$ 198,954</b>	<b>\$ 67,075</b>		<b>29%</b>	<b>\$ 61,676</b>	<b>\$ 95,884</b>		<b>43%</b>	<b>\$ 74,281</b>	<b>\$ 64,911</b>		<b>28%</b>	<b>\$ 59,686</b>

Budget	Actuals
\$ 67,075	\$ 61,676
<b>\$ 160,795</b> <b>71%</b>	<b>\$ 133,967</b> <b>71% Commons Club &amp; Entrance Combined</b>
\$ 227,870	\$ 195,643

**CDD area includes**  
large field on the west end of the property, basketball court, picnic

**Commons Club area includes**  
parking lot near Rosie's Spoonbills, bird fountain near enrichment center, gazebo, zoysia grass

**Entrance area includes**  
entrance sign, lake bank on the west side of the entrance, right of ways and median from entrance through the round-about area

**FOOT NOTES:**  
1 Administrative Fee allocation mirrors the sub-total percentage for each entity (i.e., \$3,840 shown for CDD is 31% of \$12,000 total)  
2 The above is the anticipated/adopted budget; the CDDs will bill the Commons Club based upon actual expenditures annually.

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**12**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS  
FINANCIAL STATEMENTS  
UNAUDITED  
DECEMBER 31, 2021**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS  
COMBINED BALANCE SHEET  
DECEMBER 31, 2021**

	General Funds	Debt Service Funds	Total Governmental Funds
	<u>          </u>	<u>          </u>	<u>          </u>
<b>ASSETS</b>			
Cash & investments	\$2,291,447	\$1,339,741	\$ 3,631,188
Deposits	525	-	525
Accounts receivable	160,183	-	160,183
Due from other funds			
Brooks I			
General fund	-	63,277	63,277
Brooks II			
General fund	-	64,932	64,932
Due from other governments			
Brooks I			
General Fund	29	-	29
Total assets	<u>\$ 2,452,184</u>	<u>\$ 1,467,950</u>	<u>\$ 3,920,134</u>
 <b>LIABILITIES &amp; FUND BALANCES</b>			
<b>Liabilities:</b>			
Due to other funds			
Brooks I			
Debt service - series 2021	63,277	-	63,277
Brooks II			
Debt service - series 2021	64,932	-	64,932
Due to other governments			
Brooks II			
General fund	29	-	29
Total liabilities	<u>128,238</u>	<u>-</u>	<u>128,238</u>
 <b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	160,183	-	160,183
Total deferred inflows of resources	<u>160,183</u>	<u>-</u>	<u>160,183</u>
 <b>Fund balances:</b>			
Restricted for:			
Debt service	-	1,467,950	1,467,950
Capital outlay projects	480,652	-	480,652
Unassigned	1,683,111	-	1,683,111
Total fund balances	<u>2,163,763</u>	<u>1,467,950</u>	<u>3,631,713</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 2,452,184</u>	 <u>\$ 1,467,950</u>	 <u>\$ 3,920,134</u>

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS  
COMBINED STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUNDS  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 1,092,728	\$ 2,007,216	\$ 2,265,939	89%
Commons Club - share maint cost	-	-	163,749	0%
Coconut Road - cost sharing (mall contribution)	-	-	13,000	0%
Interest & miscellaneous	34	68	3,500	2%
Total revenues	<u>1,092,762</u>	<u>2,007,284</u>	<u>2,446,188</u>	82%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	2,153	4,306	14,000	31%
Management	7,627	22,881	91,526	25%
Accounting	3,173	9,519	38,077	25%
Audit	-	-	19,000	0%
Legal	1,446	3,423	10,000	34%
Field management	3,632	10,894	43,576	25%
Engineering	3,671	4,886	30,000	16%
Trustee	-	-	12,900	0%
Dissemination agent	166	501	2,000	25%
Arbitrage rebate calculation	-	-	6,000	0%
Assessment roll preparation	27,000	27,000	37,500	72%
Telephone	87	259	1,035	25%
Postage	238	238	1,200	20%
Insurance	-	23,149	24,501	94%
Printing and binding	189	569	2,277	25%
Legal advertising	268	580	1,500	39%
Contingencies	393	513	3,999	13%
Settlement payment-lighthouse bay	-	-	30,000	0%
Annual district filing fee	-	350	350	100%
ADA website compliance	-	210	351	60%
Communication	-	-	1,000	0%
Total administrative	<u>50,043</u>	<u>109,278</u>	<u>370,792</u>	29%
<b>Water management</b>				
Contractual services	52,748	79,122	371,488	21%
NPDES permit	9,392	17,118	17,000	101%
Aquascaping	-	-	30,000	0%
Aeration	-	-	65,000	0%
Aeration operating supplies	5,327	7,747	35,000	22%
Culvert cleaning	-	-	45,000	0%
Capital outlay-lake bank erosion	2,860	2,860	100,000	3%
Boundary exotic removal	4,195	4,194	48,000	9%
Miscellaneous	-	-	5,000	0%
Total water management	<u>74,522</u>	<u>111,041</u>	<u>716,488</u>	15%

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS  
COMBINED STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUNDS  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>Lighting services</b>				
Contractual services	307	5,167	13,000	40%
Electricity	5,714	8,606	28,000	31%
Miscellaneous	408	612	2,500	24%
Total lighting services	<u>6,429</u>	<u>14,385</u>	<u>43,500</u>	33%
<b>Maintenance</b>				
Railroad crossing lease	-	-	13,410	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>13,410</u>	0%
<b>Coconut Rd. &amp; Three Oaks Parkway</b>				
Pine straw/soil/sand	-	-	45,000	0%
Plant replacement supplies	1,486	2,131	80,000	3%
Maintenance supplies	-	2,100	29,999	7%
Electricity	97	142	500	28%
Irrigation water	8,673	13,119	110,000	12%
Electric - 41 entry feature/irrigation	1,265	2,317	10,000	23%
Contract services	431	2,170	8,000	27%
Irrigation repairs	-	5,492	14,999	37%
Landscape maintenance contract	90,088	144,866	680,000	21%
Irrigation management	1,050	1,050	12,600	8%
Total Coconut Rd. & Three Oaks Parkway	<u>103,090</u>	<u>173,387</u>	<u>991,098</u>	17%
<b>Coconut Road Park</b>				
Capital outlay - lighting	-	-	20,000	0%
License fees	-	-	1,050	0%
Plant replacements	-	-	12,000	0%
Other maintenance supplies	-	-	4,000	0%
Electric	1,487	2,180	9,000	24%
Irrigation water	548	862	6,000	14%
Sewer/water	152	222	3,000	7%
Contract services	8,249	14,360	45,000	32%
Building R&M	560	560	5,000	11%
Landscape maint contract	11,983	17,333	87,890	20%
Hardscape repairs	-	-	13,000	0%
Lighting repairs	3,721	6,472	5,000	129%
Hardscape maintenance	-	-	3,999	0%
CC building landscaping	-	-	11,500	0%
Total parks and recreation	<u>26,700</u>	<u>41,989</u>	<u>226,439</u>	19%



**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS  
COMBINED STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUNDS  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>Other fees and charges</b>				
Property appraiser	3,555	3,555	4,127	86%
Tax collector	2,598	5,175	5,331	97%
Total other fees and charges	<u>6,153</u>	<u>8,730</u>	<u>9,458</u>	92%
Total expenditures	<u>266,937</u>	<u>458,810</u>	<u>2,371,185</u>	19%
 Excess/(deficiency) of revenues over/(under) expenditures	 825,825	 1,548,474	 75,003	
 Fund balances - beginning	 1,337,938	 615,289	 563,694	
Assigned: capital outlay projects	480,652	480,652	480,652	
Unassigned	1,683,111	1,683,111	158,037	
Fund balances - ending	<u>\$ 2,163,763</u>	<u>\$ 2,163,763</u>	<u>\$ 638,697</u>	

**BROOKS OF BONITA SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GENERAL FUND  
DECEMBER 31, 2021**

	Balance
<b>ASSETS</b>	
SunTrust	\$ 1,369,535
Centennial Bank	26,684
Finemark: MMF	29,027
Deposits	525
Accounts receivable	105,240
Total assets	\$ 1,531,011
 <b>LIABILITIES &amp; FUND BALANCES</b>	
<b>Liabilities:</b>	
Due to other funds	
Brooks I	
Debt service - series 2021	63,277
Brooks II	
General fund	29
Total liabilities	63,306
 <b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred receipts	105,240
Total deferred inflows of resources	105,240
 <b>Fund balances:</b>	
Reserved for:	
Capital outlay projects	315,788
Unassigned	1,046,677
Total fund balances	1,362,465
Total liabilities, deferred inflows of resources and fund balances	\$ 1,531,011

**BROOKS OF BONITA SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 716,827	\$ 1,328,737	\$ 1,488,722	89%
Commons Club - share maint cost	-	-	107,583	0%
Coconut Road - cost sharing (mall contribution)	-	-	8,541	0%
Interest & miscellaneous	12	23	2,300	1%
Total revenues	<u>716,839</u>	<u>1,328,760</u>	<u>1,607,146</u>	83%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	1,415	2,829	9,198	31%
Management	5,011	15,033	60,133	25%
Accounting	2,085	6,254	25,017	25%
Audit	-	-	12,483	0%
Legal	950	2,249	6,570	34%
Field management	2,386	7,157	28,629	25%
Engineering	2,412	3,210	19,710	16%
Trustee	-	-	8,475	0%
Dissemination agent	109	329	1,314	25%
Arbitrage rebate calculation	-	-	3,942	0%
Assessment roll preparation	17,739	17,739	24,638	72%
Telephone	57	170	680	25%
Postage	156	156	788	20%
Insurance	-	15,209	16,097	94%
Printing and binding	124	374	1,496	25%
Legal advertising	176	381	986	39%
Contingencies	258	337	2,628	13%
Settlement payment-lighthouse bay	-	-	30,000	0%
Annual district filing fee	-	230	230	100%
ADA website compliance	-	138	231	60%
Communication	-	-	657	0%
Total administrative	<u>32,878</u>	<u>71,795</u>	<u>253,902</u>	28%
<b>Water management</b>				
Contractual services	34,655	51,983	244,068	21%
NPDES permit	6,171	11,247	11,169	101%
Aquascaping	-	-	19,710	0%
Aeration	-	-	42,705	0%
Aeration operating supplies	3,500	5,090	22,995	22%
Culvert cleaning	-	-	29,565	0%
Capital outlay-lake bank erosion	1,879	1,879	65,700	3%
Boundary exotic removal	2,756	2,755	31,536	9%
Miscellaneous	-	-	3,285	0%
Total water management	<u>48,961</u>	<u>72,954</u>	<u>470,733</u>	15%

**BROOKS OF BONITA SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>Lighting services</b>				
Contractual services	202	3,395	8,541	40%
Electricity	3,754	5,654	18,396	31%
Miscellaneous	268	402	1,643	24%
Total lighting services	<u>4,224</u>	<u>9,451</u>	<u>28,580</u>	33%
<b>Maintenance</b>				
Railroad crossing lease	-	-	8,810	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>8,810</u>	0%
<b>Coconut Rd. &amp; Three Oaks Parkway</b>				
Pine straw/soil/sand	-	-	29,565	0%
Plant replacement supplies	976	1,400	52,560	3%
Maintenance supplies	-	1,380	19,710	7%
Electricity	64	93	329	28%
Irrigation water	5,698	8,619	72,270	12%
Electric - 41 entry feature/irrigation	831	1,522	6,570	23%
Contract services	283	1,426	5,256	27%
Irrigation repairs	-	3,608	9,855	37%
Landscape maintenance contract	59,188	95,177	446,760	21%
Irrigation management	690	690	8,278	8%
Total Coconut Rd. & Three Oaks Parkway	<u>67,730</u>	<u>113,915</u>	<u>651,153</u>	17%
<b>Coconut Road Park</b>				
Capital outlay - lighting	-	-	13,140	0%
License fees	-	-	690	0%
Plant replacements	-	-	7,884	0%
Other maintenance supplies	-	-	2,628	0%
Electric	977	1,432	5,913	24%
Irrigation water	358	566	3,942	14%
Sewer/water	100	146	1,971	7%
Contract services	5,420	9,435	29,565	32%
Building R&M	368	368	3,285	11%
Landscape maint contract	7,873	11,388	57,744	20%
Hardscape repairs	-	-	8,541	0%
Lighting repairs	2,445	4,252	3,285	129%
Hardscape maintenance	-	-	2,628	0%
CC building landscaping	-	-	7,556	0%
Total parks and recreation	<u>17,541</u>	<u>27,587</u>	<u>148,772</u>	19%

**BROOKS OF BONITA SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>Other fees &amp; charges</b>				
Property appraiser	2,336	2,336	2,711	86%
Tax collector	1,692	3,370	3,502	96%
Total other fees & charges	<u>4,028</u>	<u>5,706</u>	<u>6,213</u>	92%
Total expenditures	<u>175,362</u>	<u>301,408</u>	<u>1,568,163</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	541,477	1,027,352	38,983	
Fund balances - beginning	820,988	335,113	301,255	
Assigned: capital outlay projects	315,788	315,788	315,788	
Unassigned	1,046,677	1,046,677	24,450	
Fund balances - ending	<u>\$ 1,362,465</u>	<u>\$ 1,362,465</u>	<u>\$ 340,238</u>	

**BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GENERAL FUND  
DECEMBER 31, 2021**

	Balance
<b>ASSETS</b>	
BankUnited	\$ 101,126
SunTrust	713,287
Centennial Bank	51,788
Accounts receivable	54,943
Due from other governments	
Brooks I	
General fund	29
Total assets	\$ 921,173
 <b>LIABILITES &amp; FUND BALANCES</b>	
<b>Liabilities:</b>	
Due to other funds	
Brooks II	
Debt service - series 2021	64,932
Total liabilities	64,932
 <b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred receipts	54,943
Total deferred inflows of resources	54,943
 <b>Fund balances:</b>	
Reserved for:	
Capital outlay projects	164,864
Unassigned	636,434
Total fund balances	801,298
 Total liabilities, deferred inflows of resources and fund balances	 \$ 921,173

**BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 375,901	\$ 678,479	\$ 777,217	87%
Commons Club - share maint cost	-	-	56,166	0%
Coconut Road - cost sharing (mall contribution)	-	-	4,459	0%
Interest & miscellaneous	22	45	1,201	4%
Total revenues	<u>375,923</u>	<u>678,524</u>	<u>839,043</u>	81%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	738	1,477	4,802	31%
Management	2,616	7,848	31,393	25%
Accounting	1,088	3,265	13,060	25%
Audit	-	-	6,517	0%
Legal	496	1,174	3,430	34%
Field management	1,246	3,737	14,947	25%
Engineering	1,259	1,676	10,290	16%
Trustee	-	-	4,425	0%
Dissemination agent	57	172	686	25%
Arbitrage rebate calculation	-	-	2,058	0%
Assessment roll preparation	9,261	9,261	12,863	72%
Telephone	30	89	355	25%
Postage	82	82	412	20%
Insurance	-	7,940	8,404	94%
Printing and binding	65	195	781	25%
Legal advertising	92	199	515	39%
Contingencies	135	176	1,372	13%
Annual district filing fee	-	120	120	100%
ADA website compliance	-	72	120	60%
Communication	-	-	343	0%
Total administrative	<u>17,165</u>	<u>37,483</u>	<u>116,893</u>	32%
<b>Water management</b>				
Contractual services	18,093	27,139	127,420	21%
NPDES permit	3,221	5,871	5,831	101%
Aquascaping	-	-	10,290	0%
Aeration	-	-	22,295	0%
Aeration operating supplies	1,827	2,657	12,005	22%
Culvert cleaning	-	-	15,435	0%
Capital outlay-lake bank erosion	981	981	34,300	3%
Boundary exotic removal	1,439	1,439	16,464	9%
Miscellaneous	-	-	1,715	0%
Total water management	<u>25,561</u>	<u>38,087</u>	<u>245,755</u>	15%

**BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>Lighting services</b>				
Contractual services	105	1,772	4,459	40%
Electricity	1,960	2,952	9,604	31%
Miscellaneous	140	210	858	24%
Total lighting services	<u>2,205</u>	<u>4,934</u>	<u>14,921</u>	33%
<b>Maintenance</b>				
Railroad crossing lease	-	-	4,600	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>4,600</u>	0%
<b>Coconut Rd. &amp; Three Oaks Parkway</b>				
Pine straw/soil/sand	-	-	15,435	0%
Plant replacement supplies	510	731	27,440	3%
Maintenance supplies	-	720	10,290	7%
Electricity	33	49	172	28%
Irrigation water	2,975	4,500	37,730	12%
Electric - 41 entry feature/irrigation	434	795	3,430	23%
Contract services	148	744	2,744	27%
Irrigation repairs	-	1,884	5,145	37%
Landscape maintenance contract	30,900	49,689	233,240	21%
Irrigation management	360	360	4,322	8%
Total Coconut Rd. & Three Oaks Parkway	<u>35,360</u>	<u>59,472</u>	<u>339,948</u>	17%
<b>Coconut Road Park</b>				
Capital outlay - lighting	-	-	6,860	0%
License fees	-	-	360	0%
Plant replacements	-	-	4,116	0%
Other maintenance supplies	-	-	1,372	0%
Electric	510	748	3,087	24%
Irrigation water	190	296	2,058	14%
Sewer/water	52	76	1,029	7%
Contract services	2,829	4,925	15,435	32%
Building R&M	192	192	1,715	11%
Landscape maint contract	4,110	5,945	30,146	20%
Hardscape repairs	-	-	4,459	0%
Lighting repairs	1,276	2,220	1,715	129%
Hardscape maintenance	-	-	1,372	0%
CC building landscaping	-	-	3,945	0%
Total parks and recreation	<u>9,159</u>	<u>14,402</u>	<u>77,669</u>	19%



**BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Other fees &amp; charges</b>				
Property appraiser	1,219	1,219	1,416	86%
Tax collector	906	1,805	1,829	99%
Total other fees & charges	<u>2,125</u>	<u>3,024</u>	<u>3,245</u>	93%
Total expenditures	<u>91,575</u>	<u>157,402</u>	<u>803,031</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	284,348	521,122	36,012	
Fund balances - beginning	516,950	280,176	262,439	
Assigned: capital outlay projects	<u>164,864</u>	<u>164,864</u>	<u>164,864</u>	
Unassigned	<u>636,434</u>	<u>636,434</u>	<u>133,587</u>	
Fund balances - ending	<u><u>\$ 801,298</u></u>	<u><u>\$ 801,298</u></u>	<u><u>\$ 298,451</u></u>	

**BROOKS OF BONITA SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2001)  
DECEMBER 31, 2021**

	Balance
<b>ASSETS</b>	
Due from other funds	
Brooks I	
General Fund	\$ 63,277
Total assets	\$ 63,277
 <b>LIABILITIES &amp; FUND BALANCES</b>	
<b>Liabilities:</b>	\$ -
Total liabilities	-
 <b>Fund balances:</b>	
Restricted for:	
Debt service	63,277
Total fund balances	63,277
 Total liabilities & fund balances	\$ 63,277

**BROOKS OF BONITA SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2001)  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Special assessment: on-roll	\$ 39,753	\$ 73,673	\$ 82,750	89%
Assessment prepayments	-	85,360	-	N/A
Total revenues	<u>39,753</u>	<u>159,033</u>	<u>82,750</u>	192%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal prepayment	85,360	85,360	55,000	155%
Interest	-	15,508	27,750	56%
Total debt service	<u>85,360</u>	<u>100,868</u>	<u>82,750</u>	122%
Excess/(deficiency) of revenues over/(under) expenditures	(45,607)	58,165	-	
Fund balances - beginning	108,884	5,112	-	
Fund balances - ending	<u>\$ 63,277</u>	<u>\$ 63,277</u>	<u>\$ -</u>	

**BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)  
DECEMBER 31, 2021**

	Balance
<b>ASSETS</b>	
Investments:	
Revenue	\$ 1,065,121
Prepayment	649
Reserve	273,970
Interest	1
Total assets	\$ 1,339,741
 <b>LIABILITIES &amp; FUND BALANCES</b>	
<b>Liabilities:</b>	\$ -
Total liabilities	-
 <b>Fund balances:</b>	
Restricted for:	
Debt service	1,339,741
Total fund balances	1,339,741
Total liabilities & fund balances	\$ 1,339,741

**BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Special assessment: on-roll	\$ 528,132	\$ 953,000	\$ 1,094,797	87%
Interest	3	8	-	N/A
Total revenues	<u>528,135</u>	<u>953,008</u>	<u>1,094,797</u>	87%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	816,000	0%
Interest	-	145,870	291,741	50%
Total debt service	<u>-</u>	<u>145,870</u>	<u>1,107,741</u>	13%
Excess/(deficiency) of revenues over/(under) expenditures	528,135	807,138	(12,944)	
Fund balances - beginning	811,606	532,603	529,183	
Fund balances - ending	<u>\$ 1,339,741</u>	<u>\$ 1,339,741</u>	<u>\$ 516,239</u>	

**BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2003)  
DECEMBER 31, 2021**

	Balance
<b>ASSETS</b>	
Due from other funds	
Brooks II	
General fund	\$ 64,932
Total assets	\$ 64,932
 <b>LIABILITIES &amp; FUND BALANCES</b>	
<b>Liabilities:</b>	\$ -
Total liabilities	-
 <b>Fund balances:</b>	
Restricted for:	
Debt service	64,932
Total fund balances	64,932
 Total liabilities & fund balances	\$ 64,932

**BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2003)  
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Special assessment: on-roll	\$ 45,038	\$ 81,270	\$ 93,438	87%
Total revenues	<u>45,038</u>	<u>81,270</u>	<u>93,438</u>	87%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	55,000	0%
Interest	-	21,576	38,438	56%
Total debt service	<u>-</u>	<u>21,576</u>	<u>93,438</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	45,038	59,694	-	
Fund balances - beginning	19,894	5,238	119,509	
Fund balances - ending	<u>\$ 64,932</u>	<u>\$ 64,932</u>	<u>\$ 119,509</u>	

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**13A**



DRAFT

MINUTES OF MEETING  
BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS

The Boards of Supervisors of the Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts held a Joint Regular Meeting on October 27, 2021 at 2:00 p.m., at The Commons Club at The Brooks Enrichment Center, 9930 Coconut Road, Bonita Springs, Florida 34135.

Present for Brooks CDD were:

James Merritt	Chair
Sandra Varnum	Vice Chair
Rollin Crawford	Assistant Secretary
Bill Docherty	Assistant Secretary
William Stoehr	Assistant Secretary

Present for Brooks II CDD were:

Joseph Bartoletti	Chair
Ray Pierce	Vice Chair
Ken D. Gould	Assistant Secretary
Thomas Brown (via telephone)	Assistant Secretary
Thomas Bertucci	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Dan H. Cox (via telephone)	District Counsel
Brent Burford	District Engineer
Blake Grimes	GulfScapes (GS)
Dave Garner	Director of Harbor Club of Lighthouse Bay (HCLB) and Resident

Residents also present were:

Cindy Nielsen	Alex Messerle	Jack Verneski	Emma _____
Carrie Rustak	Ron Trotter	Bill Hollister	Bill McBain
Stanley Ruskin	Bruce Cropf	Jim Ward	Mary Daniel
Kerry Roskopf	Liz Van Tassel	Chuck Burris	Leslie _____

43 Of the 25 residents attending the meeting, only those that signed the attendance sheet  
44 or made public comments were identified above.

45

46 **FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

47

48 Mr. Adams called the meeting to order at 2:03 p.m. For Brooks of Bonita Springs, all  
49 Supervisors were present, in person. For Brooks of Bonita Springs II, Supervisors Bartoletti,  
50 Pierce, Gould and Bertucci were present, in person. Supervisor Brown was attending via  
51 telephone.

52 Prior to hearing public comments, Mr. Bartoletti stated that homeowner comments on  
53 pickleball would be heard during that agenda item. The landscape report would be presented  
54 after the public comments section on matters other than pickleball in order for them to attend  
55 to landscape matters.

56

57 **SECOND ORDER OF BUSINESS**

**Public Comments (*agenda items only*)**

58

59 Ms. Cindy Nielsen asked if the pickleball agenda item can be heard after the landscape  
60 report, as some homeowners can only attend up to a certain time.

61 **▪ Landscape Report: GulfScapes**

62 **This item, previously the Fourth Order of Business, was presented out of order.**

63 Mr. Grimes reported the following:

- 64 ➤ Flower installation was scheduled for tomorrow; they hoped to be finished by Friday.
- 65 ➤ Palm trimming at The Brooks will be completed in November; roadside maintenance of  
66 traffic will be exercised.
- 67 ➤ Mulching at the Enrichment Center was scheduled for installation on November 26<sup>th</sup>.
- 68 ➤ Pine straw installation was scheduled to commence on November 16<sup>th</sup>. He was told that  
69 they did not foresee having the same delivery issues as were encountered last year.
- 70 ➤ The Arborist examined the tree on Coconut Road with missing bark that was damaged in  
71 an accident. The Arborist advised that the tree would survive; however, it is diseased and will  
72 be weak for years, especially without the bark protecting it from worsening. A proposal to  
73 replace some shrubs and sod was being procured.

74 A copy of the Sherriff's Report will be obtained and the insurance carrier notified of the  
75 incident and the decision to keep the tree but, if it dies, the CDD would file a claim to replace it.

76 ➤ The rotor sprinkler head project along Three Oaks, that was previously approved, was  
77 nearing completion. The two largest areas were Clock 5, which was completed, and Clock 6,  
78 which was almost completed. Clock 7 would be next.

79 ▪ **Irrigation Report**

80 **These item, previously the Fifth Order of Business, was presented out of order.**

81 **A. Clock 7 Base Water Usage from Zone and Head Analysis**

82 **B. Meter Usage by Clock**

83 **C. Year- Over-Year Water Usage**

84 **D. Irrigation Water Update**

85 These items were included for informational purposes.

86 Mr. Grimes presented the Reports listed above and highlighted the following:

87 ➤ Clock 7: The flow meter main board shorted out due to condensation. Repairs were  
88 made all under warranty. It is tracking flow again.

89 ➤ Meter Usage: The aerial map was discussed, which indicated Clocks 1, 5 and 7 used 49%  
90 of the total water usage.

91 ➤ RCS was installing all new meters around the property and they were being adjusted on  
92 the map.

93 ➤ Clock #4: June usage was higher than normal and the August and September usage  
94 amounts were typical. RCS verified the meter recording but no longer had the old meters to  
95 physically prove whether the June usage amount was accurate or not. Mr. Adams stated he  
96 would contact Mr. Vince Barraco to discuss the excessive water usage issue on meters, along  
97 with the Total Flow Cycle Report that will be provided.

98 ➤ Clock #7: He was told that those months that reported zero usage could have been  
99 because of a stuck check valve or demanding more from the meter tied into it. The old meter  
100 was replaced and the new meter is operational now.

101 ➤ The Year-Over-Year (YOY) Water Usage: Overall, YOY usage reported was 4% below last  
102 year, which is good because the goal is to get to usage below 5% to 10% from last year. He  
103 hoped, with the changes being made, to increase savings by 8% by tightening up waste water.

104 Total water usage was approximately five million gallons for June, up 26% from the previous  
105 year; there was 8.5” of rain of which 6” occurred in the last week of June.

106 Mr. Bartoletti thanked Mr. Grimes and his staff on doing a great job.

107 Resident Alex Messerly mentioned an article about Florida being “in trouble” and that it  
108 has too many palm trees, which are not good at sequestering carbon dioxide. He urged  
109 everyone to keep up the good work and noted there are a lot of live oak trees in The Brooks  
110 that absorb carbon dioxide.

111 Several residents of Spring Run, Lighthouse Bay, Copperleaf and Shadow Wood  
112 expressed support for expanding the pickleball facilities and voiced their concerns about  
113 current and future issues. They felt that the Board’s idea is good, encouraged them to continue  
114 to pursue it and recognized that change is slow and requires grassroots efforts.

115 Resident comments related to pickleball included the following:

116 ➤ The decision to purchase here was due to pickleball and the knowledge that three  
117 additional courts were being constructed. This community introduced the sport to several new  
118 and existing homeowners.

119 ➤ The benefits of pickleball are both physical and social and has increased friendships  
120 within various age groups and with people from other communities.

121 ➤ Leagues, tournaments and social events that were created in The Brooks in which 95%  
122 of the local inter-community Summer League are participants from Bonita Bay, Pelican Sound,  
123 Pelican Landing, etc. Those communities that they play against are upgrading their pickleball  
124 facilities because pickleball is increasing in popularity at a 20% rate, annually.

125 ➤ There were concerns that, without expansion, home values in the future would not  
126 grow accordingly, if up-to-date amenities are not offered.

127 Mr. Bartoletti discussed the following in relation to the plan for the amenities:

128 ➤ He believed homeowners must participate in motivating their communities to buy into  
129 the cost of the park plan, which is to offer 3.73 acres to all four communities to use for any  
130 amenity they need or for which to outpour from their current community that is underutilized  
131 and for which they would rather replace it with something more utilized.

132 ➤ Initiating a land lease would allow homeowners that are paying for the amenity  
133 maximum use of it and would minimize the possibility of public use.

134 ➤ The issue is that some communities do not understand or were not enthusiastic about  
135 the plan.

136 Mr. Merritt stated that, as the CDD is a governmental entity, the courts must be open to  
137 the public because they were constructed using public funds. Although the homeowners are  
138 paying for the amenity, the goal is to find a mechanism to minimize outside use. His concern  
139 was about the impact on the courts and facilities if the complex at Town Center is approved.  
140 He noted this is the only undeveloped land in the entire Brooks community that could add an  
141 additional amenity.

142 Resident comments related to pickleball included the following:

143 ➤ Home games are needed for league play.

144 ➤ Urged the Board not to consider the HOAs in this, as it would be better to have one  
145 entity in charge rather than four.

146 ➤ Resident Mary Daniel, of Spring Run, asked how to obtain the minutes of past meetings  
147 to review discussions on this matter. She asked who owns the land. Mr. Bartoletti replied both  
148 CDDs own the land. Ms. Varnum stated the meeting minutes are posted on the CDD website.

149 ➤ Active Lifestyle Communities: Some homeowners rented before deciding to purchase  
150 because the community offered an active lifestyle and they were also interested in what The  
151 Commons Club and The Brooks community, as a whole, has to offer.

152 ➤ Liked the opportunity to play pickleball socially and competitively with the residents of  
153 all four communities.

154 ➤ Statistics on the number of pickleball players in the United States was provided and it  
155 was noted that it is the fastest growing sport.

156 ➤ Current issues include being able to reserve play times and the amount of time on the  
157 court, which will get worse without expansion.

158 ➤ Regarding whether the CDDs have the funds to build three more courts without raising  
159 homeowner assessments, Mr. Bartoletti replied no.

160 Mr. Bartoletti explained the need to get others on board with the expansion because,  
161 right now, only 400 out of the 7,000 homeowners are expressing an interest in the expansion.

162 Mr. Messerle, of The Brooks Pickleball Club, stated he would draft a message supporting  
163 the CDDs' argument that could help "sell" the need for more pickleball courts and provide it to

164 key people in each of the communities to get the message out. Mr. Bartoletti reiterated that  
165 the actual costs to expand are unknown until the project goes out to bid, which would not  
166 happen until the majority of homeowners are in agreement with incurring the expense.

167 ➤ The Spring Run Board is working on many projects, along with golf course renovations,  
168 that are increasing assessments. The Commons Club indicated that it does not want to  
169 participate in the pickleball discussions.

170 ➤ The Activities Coordinator at Spring Run did not consider pickleball an amenity, as it is  
171 played outside of the Spring Run community.

172 ➤ Residents asked how residents can get involved. The players in the community want a  
173 pickleball complex created that becomes a community amenity because play from outside the  
174 community is being limited.

175 ➤ Some felt that the CDDs' priority should pertain to water management, roadways and  
176 landscaping and that pickleball should be outsourced.

177 ➤ Some asked that the CDDs obtain financing and make the decision to build a World Class  
178 Amenity Center and have The Commons Club operate the amenity and create various  
179 memberships.

180 The Boards proposed buying into the Land Lease.

181

182 **THIRD ORDER OF BUSINESS**

**Presentation of Annual NPDES Report –  
Cycle 4, Year 4 (Johnson Engineering, Inc.)**

183

184

185 Mr. Burford presented the Lee County NPDES Year 4 Cycle 4 Annual Report for the  
186 reporting year of May 2020 through April 2021 and the corresponding NPDES Stormwater  
187 Program letter, which stated that the CDDs will continue to meet future Cycle 5 permit  
188 requirements.

189 Mr. Adams stated that the Florida Department of Environmental Protection (FDEP)  
190 wanted the Reports consolidated into one so The Brooks of Bonita Springs CDD submitted the  
191 Permit and the Brooks of Bonita Springs II CDD is part of the permit, via the Interlocal  
192 Agreement. He noted that only Mr. Merritt's signature was needed and that the CDDs are Co-  
193 Applicants with Lee County. Applications for Co-Permittees were no longer being issued.

194 Mr. Burford suggested adding as an agenda item “Discussion of the Stormwater  
195 Planning Section within The Brooks”, giving notice to the public to attend meetings.

196 **Mr. Brown rejoined the meeting after being briefly disconnected.**

197

198 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**  
199 **Crawford, with all in favor, the Annual NPDES Report for Municipal Separate**  
200 **Storm Sewer Systems – Cycle 4, Year 4, was approved.**

201

202

203 **On MOTION for Brooks of Bonita Springs II by Mr. Pierce and seconded by Mr.**  
204 **Gould, with all favor, the Annual NPDES Report for Municipal Separate Storm**  
205 **Sewer Systems – Cycle 4, Year 4, was approved.**

206

207

208 A Board Member asked Mr. Adams for clarification of the Pelican Landing group’s  
209 previous presentation that indicated the CDDs were part of the water quality problem, which  
210 differed from the NPDES Report. Mr. Adams stated that Mr. Shinouskis initiated the Water  
211 Quality Task Force (WQTF) and was not representing Pelican Landing. His presentation was to  
212 convey the need for major stakeholders to be more responsible in how CDDs manage their  
213 stormwater system and how they discharge pollutants, fertilizers and pesticides into their  
214 systems. A regional movement that involves other communities and is bigger than what the  
215 City of Bonita Springs is doing, would be needed to make any sort of impact to the tidal areas,  
216 such as Estero Bay. The purpose of the NPDES Report is to target old antiquated systems, such  
217 as the City of Fort Myers’s system. The CDDs’ systems were built with new technology to  
218 address runoff.

219

220 **FOURTH ORDER OF BUSINESS**

**Landscape Report: GulfScapes**

221

222 This item was presented following the Second Order of Business.

223

224 **FIFTH ORDER OF BUSINESS**

**Irrigation Report**

225

226 **A. Clock 7 Base Water Usage from Zone and Head Analysis**

227 **B. Meter Usage by Clock**

228 **C. Year- Over-Year Water Usage**

229 **D. Irrigation Water Update**

230 These items were presented following the Second Order of Business.

231

232 **SIXTH ORDER OF BUSINESS**

**Discussion: Irrigation Water Usage Billing  
Update (*Supervisor Bartoletti*)**

233

234

235 Mr. Bartoletti presented the Joint Irrigation Water Usage Billing spreadsheet, which  
236 would be an ongoing agenda item.

237

238 **SEVENTH ORDER OF BUSINESS**

**Discussion: Reconciliation of TCC 2020 and  
2021 FY Cost Sharing – Actual vs Budget**

239

240

241 Mr. Bartoletti presented and explained the purpose of the Report and noted that the  
242 formula used was reflected in the Cost Sharing Agreement. Mr. Adams would update the  
243 Report from the data provided and present it at the next meeting.

244

245 **EIGHTH ORDER OF BUSINESS**

**Discussion/Update: HOA Land Lease  
(*Supervisors Bartoletti and Merritt*)**

246

247

248 Mr. Bartoletti stated that the toughest conversations were with Spring Run and Shadow  
249 Wood Country Club and the HOA, which was complicated because of the bifurcation. They  
250 requested more details about ownership, the lease term agreement and how it is going to be  
251 managed, which should be discussed in a separate meeting.

252

253 **NINTH ORDER OF BUSINESS**

**Update: Pickleball**

254

255 • **Discussion: Letter of Intent**

256 Mr. Cox presented the Memorandum of Intent Lease of Amenity Parcel at The Brooks.  
257 Mr. Cox stated that the parties are still conflicted and asked if this letter is what the Boards had  
258 in mind as far as limiting it to the public. Mr. Bartoletti stated that, by giving the two-year  
259 renewal, it should give them comfort as to obligation. The suggestion was made to continue  
260 discussions and address concerns while the CDDs proceed with the next step of managing the  
261 existing three courts and collecting data.



262 Mr. Cox stated that he and Mr. Hart were reviewing the CDDs' Covenant documents to  
263 determine if there is a way to structure a separate entity.

264 A Board Member had several concerns, such as how to address insurance and property  
265 taxes. Mr. Cox suggested the possibility of creating a private non-profit organization.

266 Discussion ensued regarding getting the parties to agree, using the next two years to  
267 finalize the vision, how to pay for it and the suggestion to tour surrounding communities with  
268 similar amenities to determine what constitutes a first-class amenity.

269 **Ms. Varnum left the meeting at 4:26 p.m.**

270 The Boards agreed to designate Mr. Bartoletti, Mr. Merritt, Mr. Crawford and Mr. Gould  
271 as the CDDs' Representatives to speak with The Commons Club and each of the HOA Board  
272 Presidents about a potential lease agreement and schedule a workshop.

273 Mr. Pierce asked if the four tenants entering into the Two-Year Land Lease have the  
274 ability to exclude the public from the property. Mr. Cox stated the Lease would have to be  
275 structured in such a way to be open to the communities but be able to limit public access, via a  
276 membership requirement. Discussion ensued regarding defining a guest, avoiding Sunshine Law  
277 violations, The Commons Club or the four HOAs managing the facility and assessing either all  
278 homeowners or the actual players. It was thought that an outside management firm should  
279 manage the facility.

280 It was noted that the cost to construct six new pickleball courts would be \$700,000 to  
281 \$800,000, equating to about \$50 per door; however, until the specifications are completed, real  
282 numbers are not available. This estimate excluded the costs for locks and landscaping.

283 Mr. Docherty suggested the CDDs fund three courts. It was explained that the plans  
284 show removing the three existing courts and constructing six new courts; however, Johnson  
285 Engineering's plans need to be revised because the courts were facing the wrong direction.

286 Discussion ensued regarding task force, requests for a dog park and financing options.

287

288 **TENTH ORDER OF BUSINESS**

**Discussion: Budget Reconciliation if  
Appropriations are Exceeded – to Roll Up  
Fund Balance**

289

290

291

292 Mr. Adams stated this item was not necessary as the CDDs Fiscal Year 2021 expenses did  
293 not exceed budget.

294

295 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of September 30, 2021**

296

297

298 Mr. Adams presented the Unaudited Financial Statements as of September 30, 2021. He  
299 discussed recent changes in billing The Commons Club annual payment to the CDDs and noted  
300 that the Fiscal Year 2021 bill was issued in November 2021 and now one would be billed  
301 quarterly on January 15, April 15, July 15 and then on November 1, in the new Fiscal Year.

302 Mr. Adams stated that Mr. Cox had to leave so there was no update about collecting  
303 funds from the Simon Group and a budget amendment is not necessary.

304 Mrs. Adams discussed updates to the Financial Highlights Report in which the  
305 Expenditure data was revised; the Aeration project was invoiced and completed in September.

306 The financials were accepted.

307

308 **TWELFTH ORDER OF BUSINESS**

**Approval of August 25, 2021 Joint Public  
Hearings and Regular Meeting Minutes**

309

310

311 Mr. Adams presented the August 25, 2021 Joint Public Hearings and Regular Meeting  
312 Minutes.

313 The following changes were made:

314 Line 52: Change "Amenity Staff" to "Pickleball Club"

315 Line 273: Delete "occurred"

316 Line 279 and throughout: Change "Project 24" to "Project 2024"

317 Line 288: Change "for 2024" to "similar to Project 2024"

318 Line 260: Insert "South" before "Village"

319 Referring to the conversation captured on Lines 256 through 262, Mr. Adams stated  
320 there was no update. He would pull the Developer Order to confirm the extent of the CDDs'  
321 responsibilities for a portion of the Railroad Tracks to US 41.

322 Discussion ensued regarding the hospital's confirmation that they already paid South  
323 Village for maintenance on its property.

324 Line 295: Change “3,550” to “3,552”

325 Line 307: Change “Country” to “Commons” and “are” to “would be”

326 Line 346: Change “leverage is required” to “the CDD could leverage the HOAs”

327 Line 422: Delete “were”

328 Line 430: Insert “are” after “erosion”

329 Line 435: Change “1:00” to “2:00”

330 Regarding the reference to Staff reconciliation of The Commons Club, on Line 453, Mr.  
331 Bartoletti stated that he would like a separate P&M set up.

332

333 **THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

334

335 **A. District Counsel: *Dan Cox, Esquire***

336 • **Update: Status of Simon Group Complaint**

337 As he had to leave early. Mr. Cox would email an update to the Boards. It was noted  
338 that Mr. Cox was authorized at the last meeting to file a judgement.

339 **B. District Engineer: *Johnson Engineering Inc.***

340 • **Consideration of Hourly Rate Increase**

341 Mr. Burford presented the Johnson Engineering hourly rate increase request, effective  
342 July 13, 2021. Generally, it is a 12% increase. The last increase was in 2006.

343

344 **On MOTION for Brooks of Bonita Springs II by Mr. Pierce and seconded by Mr.**  
345 **Bertucci, with all favor, the Johnson Engineering, Inc., rate increase request,**  
346 **was approved.**

347

348

349 **On MOTION for Brooks of Bonita Springs by Mr. Stoehr and seconded by Mr.**  
350 **Docherty, with all in favor, the Johnson Engineering, Inc., rate increase request,**  
351 **was approved.**

352

353

354 **On MOTION for Brooks of Bonita Springs II by Mr. Pierce and seconded by Mr.**  
355 **Bertucci, with all favor, the August 25, 2021 Joint Public Hearings and Regular**  
356 **Meeting Minutes, as amended, were approved.**

357

358

359 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**  
360 **Docherty, with all in favor, the August 25, 2021 Joint Public Hearings and**  
361 **Regular Meeting Minutes, as amended, were approved.**

362  
363  
364 **C. Operations: *Wrathell, Hunt and Associates, LLC***

365 **▪ Shadow Wood Potential Land Acquisition**

366 **This item was an addition to the agenda.**

367 Mr. Adams presented Mr. Richard Cherry's email and letter from the Shadow Wood  
368 Country Club (SWCC) asking the Brooks II CDD to sell them a parcel of preserve land, identified  
369 as Wetland 3 (W-3), which is 3.5 acres along Three Oaks Parkway, south and east of the  
370 Williams Road and Three Oaks Parkway intersection. The SWCC wants to relocate the golf  
371 course maintenance facility, as they were running out of room. He informed Mr. Cherry of the  
372 due diligence required, along with obtaining various approvals before they can proceed with  
373 this request. He further advised Mr. Cherry that Shadow Wood would have to incur all costs, as  
374 it would require a tremendous amount of mitigation. The Board agreed with Mr. Bartoletti's  
375 suggestion to consider the request, subject to the Shadow Wood Community Association  
376 (SWCA) having no objections to the request.

377 Discussion ensued regarding identifying the location of the undevelopable  
378 environmental property and whether the SWCC plans to include adding pickleball courts. Mr.  
379 Adams stated that Mr. Cherry would prepare a binding agreement to be presented at a future  
380 meeting. The Brooks II CDD must still complete the due diligence process and, if the sale is  
381 approved, it would require the Brooks II CDD to transfer the title; the transaction amount  
382 would be minimal.

383 **• Monthly Status Report – Field Operations**

384 This item was included for informational purposes.

385 A Board Member asked for clarification of the "Pickleball Court Re-fresh" item in the  
386 Report. Mrs. Adams stated that The Commons Club submitted a letter identifying several items  
387 that require maintenance. This item would be removed from the Reports, as Mrs. Adams  
388 confirmed that none of the items address safety concerns.

389 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

390 **• NEXT MEETING DATE: January 26, 2022 at 1:00 P.M.**

391                   ○     **QUORUM CHECK – BROOKS OF BONITA SPRINGS**

392                   ○     **QUORUM CHECK – BROOKS OF BONITA SPRINGS II**

393                   The next meeting will be held on January 26, 2022 at 1:00 p.m.

394

395     **FOURTEENTH ORDER OF BUSINESS**

**Supervisors' Requests**

396

397                   There were no Supervisors' Requests.

398

399     **FIFTEENTH ORDER OF BUSINESS**

**Public Comments (*non-agenda items, only;*  
*four (4)-minute time limit*)**

400

401

402                   There were no public comments.

403

404     **SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

405

406                   There being nothing further to discuss, the meeting adjourned.

407

408     **On MOTION for Brooks of Bonita Springs by Mr. Crawford and seconded by Mr.**  
409     **Docherty, with all in favor, the meeting adjourned at 5:38 p.m.**

410

411

412     **On MOTION for Brooks of Bonita Springs II by Mr. Gould and seconded by Mr.**  
413     **Bertucci, with all favor, the meeting adjourned at 5:38 p.m.**

414

415

416

417                                   [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

418 **FOR BROOKS OF BONITA SPRINGS:**

419

420

421

422

423 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_   
Chair/Vice Chair

424

425

426 **FOR BROOKS OF BONITA SPRINGS II:**

427

428

429

430

431 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_   
Chair/Vice Chair

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**13B**

**DRAFT**

**MINUTES OF MEETING  
BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

The Boards of Supervisors of the Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts held a Joint Special Meeting on November 30, 2021 at 1:00 p.m., at The Commons Club at The Brooks Enrichment Center, 9930 Coconut Road, Bonita Springs, Florida 34135.

**Present for Brooks CDD were:**

James Merritt	Chair
Sandra Varnum	Vice Chair
Rollin Crawford (via telephone)	Assistant Secretary
Bill Docherty	Assistant Secretary
William Stoehr	Assistant Secretary

**Present for Brooks II CDD were:**

Joseph Bartoletti	Chair
Ray Pierce	Vice Chair
Ken D. Gould	Assistant Secretary
Thomas Brown (via telephone)	Assistant Secretary
Thomas Bertucci	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Dan H. Cox (via telephone)	District Counsel
Brent Burford	District Engineer
Jim Dunlap	Board - Shadow Wood Community Assoc.
Ben Bippen	Board - Shadow Wood Community Assoc.
Roger Whited	President, Director of Long Leaf
Walt Fuehrer	President of Northridge at Shadow Wood
Jim Ward	President of The Commons Club
Tom Stitchberry (via telephone)	Director of The Commons Club

**Residents present were:**

Bill Hollister	Chuck Burris	Cindy Nielsen
----------------	--------------	---------------



42 Kim Huttenlocher Alex Messerle

43  
44

45 **FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

46

47 Mr. Adams called the meeting to order at 1:02 p.m. For Brooks of Bonita Springs,  
48 Supervisors Varnum, Dockerty and Stoehr were present, in person. Supervisors Merritt and  
49 Crawford were not present at roll call. For Brooks of Bonita Springs II, Supervisors Bartoletti,  
50 Pierce, Gould and Bertucci were present, in person. Supervisor Brown was attending via  
51 telephone.

52

53 **On MOTION for Brooks of Bonita Springs II by Mr. Bertucci and seconded by**  
54 **Mr. Pierce, with all favor, authorizing Mr. Brown's attendance and full**  
55 **participation, via telephone, due to exceptional circumstances, was approved.**

56  
57

58 **Mr. Merritt arrived at the meeting at 1:06 p.m.**

59

60 **SECOND ORDER OF BUSINESS**

**Public Comments (*agenda items only*)**

61

62 Resident Bill Hollister, of Shadow Wood, asked for the status of the Shadow Wood  
63 Country Club (SWCC) request to purchase preserve land property in the Brooks II CDD and if it  
64 would be the ongoing policy of the CDDs to help the four landlocked communities by continuing  
65 to recapture more environmentally sensitive parcels for development.

66 Resident Chuck Burris, of Spring Run, asked if there are plans to address maintenance  
67 issues at the pickleball courts.

68 Resident Cindy Nielson, of Shadow Wood and representing The Brooks Pickleball Club  
69 Board of Directors, thanked the other Pickleball Club Board Members and several others for  
70 working very hard to make pickleball the greatest amenity at The Brooks. She reported the  
71 following statistics about pickleball in The Brooks:

72 ➤ There are 335 pickleball members registered on CourtReserve, which represents 243  
73 households. A total of 217 reservations were made in November 2021.

74 ➤ Court utilization charts reflect fairly significant usage, even though it is not yet peak  
75 season.

76 ➤ Intermediate open play is held on Monday, Wednesday and Friday from 9:00 a.m. to  
77 11:00 a.m.; it is the most popular time to play. Sunday morning was added to the schedule to  
78 accomodate more players. She thanked Alex and Ed for monitoring open play and checking in  
79 players to obtain accurate numbers.

80 ➤ All teams are full. Registration for league play starts in January and consists of two  
81 men's, two mixed and three women's teams.

82 ➤ 90 players were registered to play on teams and 12 were placed on the waiting list.  
83 There is enough interest that they could fill one 3L men's team and another women's 3L35  
84 team.

85 ➤ The CourtReserve system is working well.

86 ➤ Special Events: 30 players attended the first social event and numbers for the second  
87 event were unknown. Two other events are scheduled for December 12, 2021 and January 1,  
88 2022.

89 ➤ Friday night and Saturday afternoon have evolved into social, open play time with about  
90 40 players enjoying food and drinks.

91 ➤ The Brooks created the "Pickle Press" monthly newsletter and Facebook page.

92 ➤ In-house teaching professional and nationally ranked fourth in the nation resident Linda  
93 Thompson, of Spring Run, offers lessons and clinics. She also volunteered to put on pro-exhibits  
94 for everyone at The Brooks, which will be incorporated into the kick-off event in late January.

95 ➤ Multiple families and grandchildren of all ages can be seen learning to play pickleball.

96 ➤ Courts are busy from 7:00 a.m. to 8:00 p.m.

97 **Mr. Crawford's attendance via telephone was confirmed at 1:15 p.m.**

98

99 **THIRD ORDER OF BUSINESS**

**Update: Pickleball Discussions with The  
Commons Club**

100

101

102

Mr. Bartoletti discussed the following various items discussed with The Commons Club:

103 ➤ Discussions included the existing three courts and adding three in the current location  
104 and then swayed over to review of the new site plan, in which the three existing courts would  
105 be demolished and six new courts would be built at the new location.

106 ➤ Regarding development costs and maintenance, repair and operating responsibilities,  
107 the CDDs would construct the six new courts and share the development costs and then The  
108 Commons Club would be responsible for maintenance, repair and operating the courts and for  
109 the end-of-life replacement costs of all six courts. They would also be responsible, if needed in  
110 the future, to construct additional courts above the six and for leasing the additional land.

111 ➤ Regarding what happens to the unused land, the CDDs preferred to reserve the  
112 remainder of the park for the HOAs to use as needed. The amenity park is 3.73 acres.

113 ➤ Regarding access, it would be considered appropriate to lock the existing courts rather  
114 than installing a perimeter fence.

115 ➤ A new site plan that accommodates 17 courts and corrects the direction of the courts  
116 and the seating area, is necessary. This would require extending into the playground area;  
117 however, this is an issue, as the first thing you encounter is the restrooms.

118 ➤ Mr. Merritt stated that, initially, The Commons Club's preference was to lease the entire  
119 property but they were advised that it is not an option at this time because the CDDs want to  
120 honor their commitments to the HOAs to provide an opportunity to use some land, as needed,  
121 since everyone is already landlocked. He stated that The Commons Club requested and  
122 received the right of first refusal when selling the land but not for lease.

123 Mr. Merritt believed it was in the best interest of the CDDs to keep the unused land in  
124 order to handle the long-range needs of the community, which would likely increase in value.

125 Discussion ensued regarding determining the cost, assessments and accessibility. In  
126 response to a question, Mr. Ward stated that, if The Commons Club leases the entire property,  
127 it would devise a plan to accommodate all 3,800 homes through some type of membership,  
128 which would need to be discussed further.

129 Mr. Merritt felt that the lease provision is solid and a first step to give the Pickleball Club  
130 time to demonstrate the use and growth of the sport over the next 18 to 24 months.

131 Mr. Crawford agreed with Mr. Merritt’s comments and voiced his opinion that it also  
132 gives The Commons Club time to manage an operation that will make it the kind of “High Class”  
133 operation that will attract a lot of new members. He commended The Commons Club on their  
134 efforts to determine what to do and how to do it and for attending this meeting. He believed  
135 that they too should be given the opportunity to help with the details and arrangements for the  
136 next pickleball courts to ensure they are in line with an ultimate plan that makes sense, if they  
137 are going to ultimately be the operator of it.

138 Mr. Crawford suggested contacting organizations, aside from Johnson Engineering, that  
139 are familiar with designing not only the courts but also pickleball facilities with amenity features  
140 within them that will increase play and become a more valuable asset to all the communities.

141 Mr. Bertucci stated his support of The Commons Club and the CDDs moving forward  
142 with the plans. He asked if current Non-Commons Club members must join The Commons Club.  
143 Mr. Ward reiterated that The Commons Club would devise a membership plan to accommodate  
144 all homeowners. A Board Member stated he would change his vote from no to yes for the  
145 Resolution that was approved not to spend any more funds on this project. Mr. Adams advised  
146 the Boards could just proceed with a new motion.

147 Mr. Gould was concerned with resolving the issue of the CDDs requirement to allow  
148 non-residents use of the facilities; otherwise, in his opinion, it would become a greater issue.

149 Regarding the non-resident usage matter, some responded that some non-residents  
150 were seen using the courts but the numbers were nominal as only homeowners have access to  
151 the reservation system and have kept the schedule full.

152 Resident Kim Huttenlocher stated her opinion that the CDDs are not excluding the  
153 public, as she observed several non-resident guests playing during open play.

154 Discussion ensued regarding defining open play and scheduled play, as opposed to un-  
155 scheduled play, which differed from providing non-resident use, which typically requires paying  
156 a membership fee to use the courts. A Board Member read a portion of Mr. Cox’s  
157 Memorandum, “Lease or Sale of District Owned Property”, which addressed that issue, and was  
158 distributed during the meeting.

159 Mr. Cox referred to a similar instance with the Jacksonville Airport Authority issuing  
160 ground leases for industrial parks, which, by their very nature, are exclusive and do not allow  
161 the public to enter. He stated that the CDDs would no longer be tied, once there is an exclusive  
162 lease that manages and funds the facilities, such that the other entity, not the CDDs, can  
163 structure the operations however is best for the community.

164 Some Board Members wanted to know the specific costs before they would consider  
165 spending additional CDD funds. Discussion ensued regarding the suggestion to create a sub-  
166 committee; Mr. Crawford was not in favor of a sub-committee. They discussed the duties of a  
167 sub-committee comprised of representatives from the CDDs, The Commons Club and the  
168 Pickleball Club, including working on the issues, creating the concept, preparing a site plan so  
169 that the CDDs can obtain the costs and contacting parties like the Tennis Association, who can  
170 provide guidance and are familiar with designing these types of facilities. This would be in  
171 addition to designating Mr. Bartoletti and Mr. Merrit to speak with The Commons Club  
172 representative about items related to the lease, costs and legalities. Ms. Nielsen was asked to  
173 seek design contractor recommendations from Ms. Thompson and to ask the Pickleball Club  
174 Board who they want to designate to sit on the sub-committee.

175 Director of The Commons Club, Tom Stitchberry, was concerned about the possibility of  
176 any tax-paying homeowner arguing that they can use the courts without being a Commons Club  
177 or Pickleball Club member.

178 Mr. Cox explained the following:

- 179 ➤ Once an exclusive lease is in place and the program funds itself through membership  
180 and play fees, the lessee then has full control to keep non-Brooks residents off the courts.
- 181 ➤ To avoid being challenged on the decision and make this a clean argument for the CDDs,  
182 the CDDs should not use the collection mechanism for on-roll special assessments to fund any  
183 portion of this project.
- 184 ➤ Using CDD funds to pay for due diligence items to make the decision on whether to sell,  
185 keep or lease the property would be acceptable.
- 186 ➤ The shared development and capital cost approach would not be a “deal killer” but it  
187 will make it a little more difficult if someone challenges it.

188 Discussion ensued regarding the challenges and possible risk of the shared development  
189 and shared cost approach. A Board Member stated his opinion that the shared approach is the  
190 only way the deal could be finalized. Mr. Adams noted that today, the Boards are only  
191 approving proceeding with the due diligence necessary to finalize a lease agreement; it is not  
192 authorizing proceeding with actual construction.

193 Ms. Varnum felt that she should abstain from voting on this matter because she is also  
194 on The Commons Club Board. Mr. Adams stated that, since she does not have a direct  
195 monetary conflict of interest, she is not allowed to abstain from voting. Mr. Cox agreed and  
196 stated there is no conflict that requires refusal, as both entities equally benefit from this.

197

198 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**  
199 **Crawford, with all in favor, proceeding with expenditure of the necessary**  
200 **incremental funds to prepare the design and construction plan to construct six**  
201 **pickleball courts, with a Shared Cost Agreement with The Commons Club to**  
202 **share the cost of the design and construction plan that is necessary to finalize a**  
203 **lease agreement, was approved.**

204

205

206 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by**  
207 **Mr. Bertucci, with all favor, proceeding with expenditure of the necessary**  
208 **incremental funds to prepare the design and construction plan to construct six**  
209 **pickleball courts, with a Shared Cost Agreement with The Commons Club to**  
210 **share the cost of the design and construction plan that is necessary to finalize a**  
211 **lease agreement, was approved.**

212

213

214 In response to a request for a copy of the motion, a copy of the audio file of today's  
215 meeting would be provided to Mr. Ward to forward to Mr. Tom Stitchberry.

216 In response to a request, Mr. Ward stated that he was okay with assigning The  
217 Commons Club as the entity responsible for finding the necessary expertise for the design or  
218 otherwise, and for putting the site development program into effect. It was clarified that all  
219 proposals must be presented to the Boards for approval before any costs are expended.

220 Mr. Bartoletti asked Mr. Burris if the maintenance issues at the pickleball courts are  
221 safety related. Mr. Burris stated none that he was aware of. Regarding whether to proceed  
222 with making repairs to address the lighting issues, Mrs. Adams stated she was obtaining  
223 proposals but was having difficulty because the vendors do not make those fixtures anymore.

224 Discussion ensued about possible liability issues, pressure washing the courts and  
225 converting to LED lighting, which does not require a ballast. Mrs. Adams stated she would  
226 inspect the courts and have them cleaned, if necessary, and she is working with Bentley Electric  
227 on the lighting issue.

228

229 **FOURTH ORDER OF BUSINESS**

**Discussion: CDD Preserve Property Sale**

230

231 Mr. Bartoletti stated that the CDDs' stance, at the last meeting, was to ask the Shadow  
232 Wood County Club (SWCC) to obtain confirmation from the Shadow Wood Community  
233 Association (SWCA) and surrounding communities that they have no objections to the SWCC's  
234 request to purchase CDD preserve land.

235 Mr. Adams pointed out the preserve land parcel, identified as Wetland 3 (W-3) on the  
236 map, which is 3.5 acres along Three Oaks Parkway and the south and east intersection of  
237 Williams Road; the land would require mitigation. The SWCC would incur all costs associated  
238 with this request and be responsible for obtaining all approvals.

239 Mr. Adams responded to questions regarding the location and lot size, the SWCC's plan  
240 to relocate its golf course maintenance facility to that location and writing the specific use of  
241 the property into the deed.

242 A Board Member discussed his conversation with SWCC President Tim Forbes about his  
243 plans to meet with the SWCA Board on December 8, 2021 to discuss plans to relocate the joint  
244 maintenance facility and develop a pickleball court and a resort style pool at the old location. If  
245 the CDDs approve the sale, Mr. Forbes has committed to attend a meeting to discuss what is  
246 being proposed.

247 Mr. Bartoletti stated he would work on doing a better job conveying information to the  
248 communities.

249 Mr. Ward stated, as a resident of Spring Run, he felt that the CDDs are opening a  
250 “Pandora’s box” if they sell environmentally sensitive land to anyone. In his opinion, if the CDDs  
251 proceed, they should inform The Brooks Counsel of Presidents of these plans so they have a  
252 clear understanding of what is being proposed.

253 Resident and President of Northridge at Shadow Wood, Walt Fuehrer, asked how the  
254 entrances and egresses would be addressed. Mr. Bartoletti stated he was uncertain but they  
255 know they need to obtain several approvals from others before this would be approved.

256 Mr. Gould expressed his concerns about the CDDs’ lengthy discussions about pickleball  
257 courts and the possibility of the SWCC building a pickleball court in the future and how it would  
258 impact the membership. Mr. Stitchberry agreed with Mr. Gould’s concerns, as that may draw  
259 members away from the facility that they have been discussing over the last two hours.

260

261 **FIFTH ORDER OF BUSINESS**

**Supervisors’ Requests**

262

263 There were no Supervisors’ Requests.

264

265 **SIXTH ORDER OF BUSINESS**

**Public Comments (*non-agenda items, only;*  
*four (4)-minute time limit*)**

266

267

268 There were no public comments.

269

270 **SEVENTH ORDER OF BUSINESS**

**Adjournment**

271

272 There being nothing further to discuss, the meeting adjourned.

273

274 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by**  
275 **Mr. Gould, with all favor, the meeting adjourned at 2:57 p.m.**

276

277

278 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**  
279 **Stoehr, with all in favor, the meeting adjourned at 2:57 p.m.**



280 **FOR BROOKS OF BONITA SPRINGS:**

281

282

283

284

285 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_ Chair/Vice Chair

286

287

288 **FOR BROOKS OF BONITA SPRINGS II:**

289

290

291

292

293 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_ Chair/Vice Chair

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**14C**



**Wrathell, Hunt and Associates, LLC**

TO: Brooks of Bonita Springs I & II CDD Board of Supervisors  
FROM: Shane Willis – Operations Manager  
DATE: January 26, 2022  
SUBJECT: Status Report – Field Operations

---

**Landscape Activities:**

- Mulch at the Commons Club was completed in December.
- Pine Straw is on order, delivery date still pending.
- Palm trimming completed in December.
- Hardwoods will be completed the first week of February.
- Gulfscapes to provide root barrier proposal for Imperial Parkway sidewalk after Collier Paving makes repairs.
- Staff conducted a landscape tour with Gulfscapes on 12.20.21

**Sidewalk Repairs:**

- Collier Paving completed sidewalk repairs on Coconut Road in mid-November.
- The westside Imperial Parkway sidewalk, south of Coconut Road has been painted for trip hazards. Waiting on proposal from Collier Paving for repairs.
- We have spent \$16,727.60 of the allocated \$43,010.00.

**Bank Restoration Projects:**

- Staff has begun the lake bank audits, approximately 30 of the lakes have been completed.

**Cane Toad Report:**

- Copperleaf – Removed 2490 total for 2021, next visit 2.17.22
- Shadow Wood – Removed 6135 total for 2021, next visit 2.14.22
- Lighthouse Bay – Removed 1335 total for 2021, next visit 2.14.22
- Spring Run – Removed 2635 total for 2021, next visit 2.16.22



**Wrathell, Hunt and Associates, LLC**

TO: Brooks I & II Board of Supervisors  
FROM: Cleo Adams – Assistant District Manager  
DATE: January 26, 2022  
SUBJECT: Status Report – Field Operations

---

**Lake Maintenance:**

Littoral/Bank Reviews: Staff is currently reviewing all lakes within the district to identify areas which require littorals as well as bank restorations.

Note that there are 151 lakes within the Brooks; and a report will be provided to the Board's upon completion. This will be a multi-year project, just as we have done in the past.

**Note:** Littoral Plantings in LHB has been completed for a cost of \$12,107.00. Which included lakes 60, 61, 71 & 72.

**Note:** Lake 47 will be added for planting this year.

Littoral Removals: It was brought to my attention on Monday, December 27<sup>th</sup> from Lisa Mason, General Manager at LHB that numerous littorals had been sprayed/killed on Lake 66. Staff was provided with the two building #'s adjacent to this side of the lake and is in the process of sending the (16) Unit Owners letters advising that they do not "touch" the district's littorals, to include literature of the benefits by having these aquatic plantings.

**Note:** Cost to replace \$450.00 – 225 Golden Canna, 225 Arrowhead – 150 linear ft.

Lake Maintenance Contract: Just as an fyi Solitude's Lake Maintenance contract is set to expire August 30, 2022. We will be bidding out later this summer.

Cane Toad 2022: An agenda item for Board consideration. Proposal submitted \$53,650.00. There is \$55K in the adopted 2022 budget to cover these expenses.

**Note:** There are no price increases from last years contract.

**Culvert Inspections/Cleaning:** Contract for inspections in Shadow Wood and Copperleaf has been executed for a cost of \$6,500.00. This project is scheduled to commence in February. 2022 Budget has allocated \$45K for this project.

**Note:** Just a reminder that this exercise is on a three-year rotation.

Aeration New Installs: New installs will be an agenda item for Board consideration in the next couple of months.

Bi-Annual Aeration Inspections/Reporting: The bi-annual maintenance event was completed in December. Repairs identified for a cost of \$11,052.00

**Note:** There are delays due to supply/demand.

**Landscape Maintenance:** Updates to be provided by GulfScapes.

Pinestraw Project: Our annual installation project continues to be delayed. The contractor has indicated that we are still two to four weeks out on this project.

Note: Landowners of the Pine Trees are selling the trees for wood, as the price has significantly gone up (as well all know) – supply/demand. Additionally, labors are getting higher paying jobs, so help is hard to find.

**Sidewalk Repairs:** As previously reported to the Board's; this project was been broken out into two phases due to cost. The first Phase, which include critical required repairs was completed in June of 2021 - \$16,728.00. The second phase of repairs were completed in December for a cost of \$26,282.40.

**Note:** Staff has currently identified areas along Imperial Parkway and is awaiting an estimate for those required repairs.

**Note:** The 2021/22 Budget has allocated \$25,800.00 to cover the cost of required repairs, and Staff will continue to review on an annual basis.

Tree Root Barrier Project: Staff has requested GulfScapes to review/identify areas where we can benefit from installing these barriers and provide a proposal.

**Village of Estero:** Staff met with David Willems, Public Works Director on Tuesday, December 14<sup>th</sup> to discuss their sidewalk installation project planned for the North side of Coconut Road from Oakwilde Drive to US 41. Potential easements may be required from the districts to build the sidewalks. This will be State Funded, and the Village of Estero will be funding all Landscape Improvements.

**Note:** This project is not set to commence for another two years.

**BROOKS OF BONITA SPRINGS  
&  
BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**14D**

**BROOKS OF BONITA SPRINGS AND BROOKS OF BONITA SPRINGS II  
COMMUNITY DEVELOPMENT DISTRICTS**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 JOINT MEETING SCHEDULE**

**LOCATION**

*The Commons Club at The Brooks Enrichment Center, 9930 Coconut Road  
Bonita Springs, Florida 34135*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 27, 2021</b>	<b>Regular Meeting</b>	<b>2:00 PM</b>
<b>November 30, 2021</b>	<b>Special Meeting</b>	<b>1:00 PM</b>
<b>January 26, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 27, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 27, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>August 24, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:00 PM</b>