

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

April 27, 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

April 20, 2022

ATTENDEES:

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

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 April 27, 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
 - I. Clock 7 Base Water Usage from Zone and Head Analysis
 - II. Meter Usage by Clock
 - III. Year-Over-Year Water Usage
 - IV. Irrigation Water Update
5. Discussion/Consideration: Johnson Engineering, Inc., Stormwater Management Needs Analysis Report (DRAFT)
6. Update: Copperleaf Lake Change for Project 2024 (*Ken Kadel & David Dore-Smith*)
7. Discussion: TCC Shared Cost Analysis FY 2021 (*Supervisor Bartoletti*)
8. Discussion: Sports Legal Firm ID for The Commons Club Contract
9. Discussion: Results of Coconut Point Developers, LLC, Court Filing

10. Consideration of Resolutions Approving the Districts' Proposed Budgets for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
 - I. Resolution 2022-01, *Brooks of Bonita Springs Community Development District*
 - II. Resolution 2022-01, *Brooks of Bonita Springs II Community Development District*
11. Consideration of Resolutions Implementing Section 190.006(3), Florida Statutes, and Requesting that the Lee County Supervisor of Elections Begin Conducting the Districts' General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
 - I. Resolution 2022-02, *Brooks of Bonita Springs Community Development District*
 - II. Resolution 2022-02, *Brooks of Bonita Springs II Community Development District*
12. Pickleball Discussion Items
 - I. Pickleball Usage Fees Company ID
 - II. Site Plan Update
 - III. Consideration of RWA Engineering, Inc., Revised Professional Service Proposal for Pickleball Facility
13. Consideration of FL GIS Solutions, LLC, Professional Services Agreement to Provide Geospatial Services
14. Acceptance of Unaudited Financial Statements as of March 31, 2022
15. Approval of Minutes
 - I. January 26, 2022 Joint Regular Meeting
 - II. March 7, 2022 Joint Special Meeting
16. Staff Reports
 - I. District Counsel: *Dan Cox, Esquire*
 - II. District Engineer: *Johnson Engineering, Inc.*
 - III. Operations: *Wrathell, Hunt and Associates, LLC*
 - Monthly Status Report - Field Operations

IV. District Manager: *Wrathell, Hunt and Associates, LLC*

- Registered Voters in Districts as of April 15, 2022
 - Brooks of Bonita Springs: 2,298
 - Brooks of Bonita Springs II: 1,523
- NEXT MEETING DATE: July 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

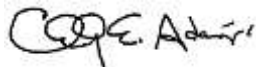
- QUORUM CHECK – BROOKS OF BONITA SPRINGS II

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

17. Supervisors' Requests
18. Public Comments (*non-agenda items, only; four (4)-minute time limit*)
19. 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**

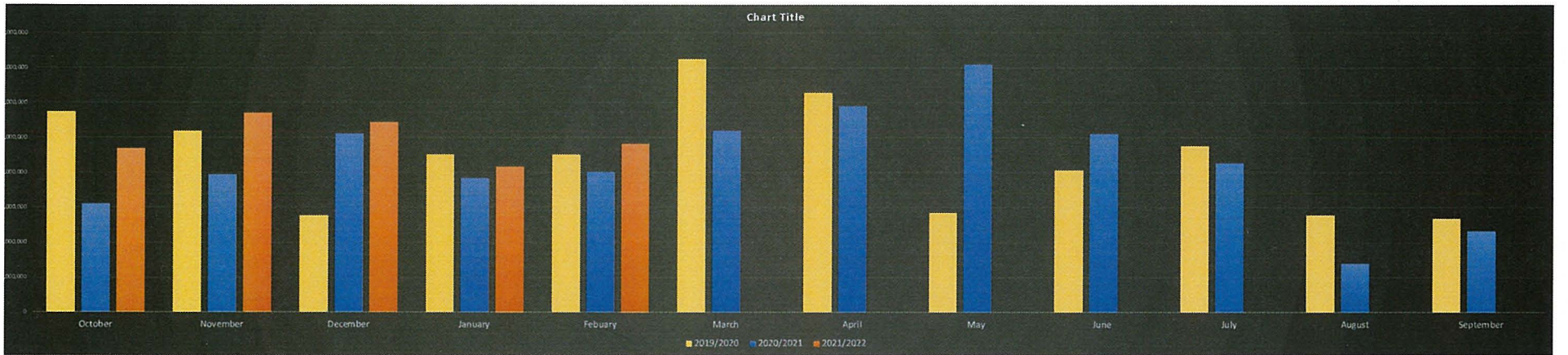
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**BROOKS OF BONITA SPRINGS
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COMMUNITY DEVELOPMENT DISTRICTS**

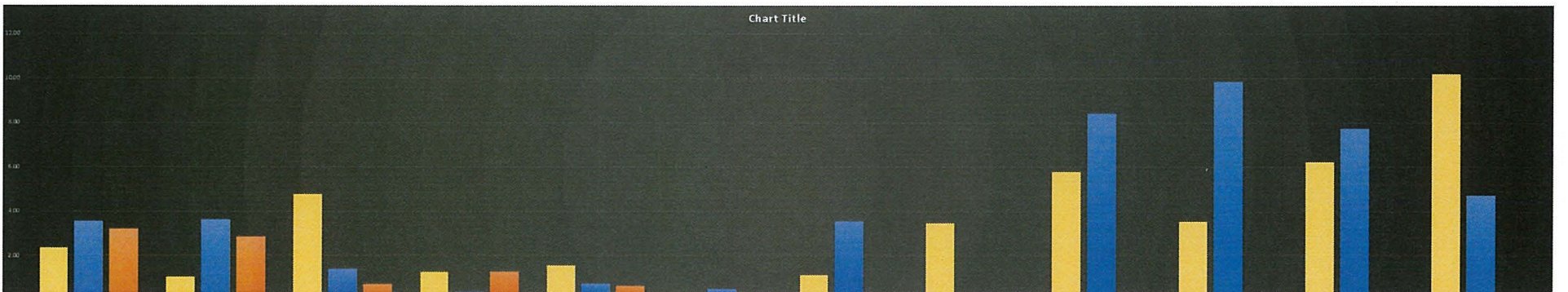
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Brooks YOY Water Usage

Brooks	October	November	December	January	February	March	April	May	June	July	August	September	Average Monthly Use	YOY Usage
2019/2020	5,742,000	5,197,000	2,755,000	4,508,000	4,518,000	7,242,000	6,282,000	2,853,000	4,070,000	4,753,000	2,795,000	2,690,000	4,450,417	53,405,000
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	5,441,000	4,169,000	4,830,000								4,969,400	24,847,000
%	51%	45%	6%	8%	20%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	16%	-52%
				1.31/1.96	1.35/2.02									
2020/2021	\$5,558.88	\$7,203.32	\$9,488.68	\$7,001.44	\$7,520.16	\$9,932.04	\$11,337.96	\$13,741.76	\$9,742.16	\$8,037.28	\$3,271.47	\$4,539.12	\$8,114.52	\$97,374.23
2021/2022	\$8,673.32	\$10,654.88	\$10,129.60	\$7,636.48	\$9,204.02								\$9,259.66	\$46,298.28



Brooks	October	November	December	January	February	March	April	May	June	July	August	September	Average Monthly	YOY Total
2019/2020	2.37	1.04	4.76	1.26	1.56	0.03	1.15	3.49	5.78	3.54	6.24	10.19	3.45	41.41
2020/2021	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
2021/2022	3.20	2.87	0.70	1.28	0.66	0.16							1.48	8.87
Inch Diff	-0.37	-0.77	-0.71	0.90	-0.08	-0.36	-3.56	0.00	-8.41	-9.83	-7.75	-4.73	-2.23	-35.67



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

5



TO: Chuck Adams, District Manager
The Brooks of Bonita Springs I CDD

DATE: April 14, 2022

FROM: Jordan L. Varble, P.E.

RE: 20-Year Stormwater Management
Needs Analysis

House Bill 53 passed by the Florida Legislature and signed into law in 2021 included language that requires counties, municipalities, and special districts with stormwater management systems to develop a 20-year needs analysis. The Brooks of Bonita Springs I Community Development District (CDD) is one of the special districts required by law to perform the analysis every five years, the first of which is due June 30, 2022.

The Office of Economic and Demographic Research (EDR) developed a workbook template in Microsoft Excel for use in completing the report. Johnson Engineering, Inc. (JEI), collected information from own records, CDD records, and/or publicly-available sources to complete the report, attached separately for review by the CDD board and eventual submittal to Lee County. Also attached separately is a shapefile of the approximate CDD boundary (based on the parcel linework from the County property appraiser).

A tabular listing of the stormwater conveyance culverts owned and operated by the CDD is provided in **Table I**. Reinforced concrete pipes (RCP) have an anticipated lifespan of 50 years to 100 years. The anticipated replacement date for the culverts within the district is year ____, based on a 75-year lifespan for RCP and an installation date of ____. This is beyond the 20-year replacement budget projection requirement by EDR and a replacement estimate has not been prepared.

Table I. Listing of CDD Stormwater Management Culverts.

Diameter (inch)	Total Length (foot)	Material	Date Installed	Approx. Remaining Lifespan	Anticipated Replacement Date

Other stormwater management facilities within the district including swales, stormwater ponds, and wetland systems do not have anticipated lifespans if properly maintained, and as such do not have associated lifetime replacement costs. These items will continue to be maintained by the CDD on an annual basis. If maintenance is not provided to keep them functional as intended by one or more permits, then refurbishment, retrofit, and/or reconstruction will be necessary and that may be considered a major expense. These facilities are in adequate condition and do not need to be reconstructed. Therefore, no infrastructure components requiring a major expense (as defined by EDR as a single replacement project greater than 5% of the total operation and

maintenance expenditures over the most recent five-year period) are targeted for replacement within the 20-year time horizon. Sometimes there are issues during construction that result in the lifespan being much less than anticipated. The cost to repair, replace and/or rehabilitate the pipe should be in the budget process in the form of a reserve. It is recommended that the CDD have reserves to cover at least two percent of the total cost of pipe replacement throughout the community, which would be approximately \$_____.

Given that construction within the community is complete, the CDD does not anticipate future expansion. The CDD also does not have anticipated stormwater resiliency projects related to climate change.

cc: 20023646-047

DRAFT

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	The Brooks of Bonita Springs I Community Development District
Name of stormwater utility, if applicable:	
Contact Person	
Name:	Chuck Adams
Position/Title:	CDD Manager
Email Address:	adamsc@whhassociates.com
Phone Number:	239-498-9020

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWWMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

Management of the stormwater management is conducted in accordance with the SFWMD Permit 36-00288-S General and Special Conditions. Routine maintenance of the system is performed by experienced stormwater maintenance contractors and is funded by the CDD budget through non-ad valorem assessments.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?
 - If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?
 - If no, do you have another funding mechanism?
 - If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?
 - If Yes:
 - How many years does the plan(s) cover?
 - Are there any unique features or limitations that are necessary to understand what the plan does or does not address?
 - Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?
 - If Yes, does it include 100% of your facilities?
 - If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?

No

An illicit discharge inspection and elimination program?

Yes

A public education program?

Yes

A program to involve the public regarding stormwater issues?

Yes

A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?

No

A stormwater ordinance compliance program (*i.e.*, for low phosphorus fertilizer)?

No

Water quality or stream gage monitoring?

Yes

A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?

Yes

A system for managing stormwater complaints?

No

Other specific activities?

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Notes or Comments on any of the above:

Public involvement, including reporting stormwater complaints can be addressed during monthly board meetings which are open to the public. The other activities fall within the jurisdiction of SFWMD and The Village of Estero.
--

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Yes

Notes or Comments on the above:

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- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	Yes
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	Yes
Invasive plant management associated with stormwater infrastructure?	Yes
Ditch cleaning?	Yes
Sediment removal from the stormwater system (vacator trucks, other)?	Yes
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	No
Street sweeping?	No
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	No
Non-structural programs like public outreach and education?	Yes
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

Estimated feet or miles of buried culvert:

Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:

Estimated number of storage or treatment basins (i.e., wet or dry ponds):

Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, etc. :

Number of chemical treatment systems (e.g., alum or polymer injection):

Number of stormwater pump stations:

Number of dynamic water level control structures (e.g., operable gates and weirs that control canal water levels):

Number of stormwater treatment wetland systems:

Other:

Number	Unit of Measurement
	Feet
	Feet
0	
0	
0	
0	

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	No	No
Rain gardens	No	No
Green roofs	No	No
Pervious pavement/pavers	No	No
Littoral zone plantings	Yes	No
Living shorelines	No	No
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

The boundary of the stormwater service area coincides with the CDD boundary.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

No expected changes in the service area within the next 20 years.

[Proceed to Part 5](#)



TO: Chuck Adams, District Manager
The Brooks of Bonita Springs II CDD

DATE: April 14, 2022

FROM: Jordan L. Varble, P.E.

RE: 20-Year Stormwater Management
Needs Analysis

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Given that construction within the community is complete, the CDD does not anticipate future expansion. The CDD also does not have anticipated stormwater resiliency projects related to climate change.

cc: 20023646-047

DRAFT

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPS; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs	246	1,344	1,558	1,806	2,094
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project’s remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
None	0	0	0	0	0

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
None	0	0	0	0	0

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Project Name	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
None	0	0	0	0	0

5.3.2 Water Quality

Project Name (or, if applicable, BMAP Project Number or ProjID)	Expenditures (in \$thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
None	0	0	0	0	0

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

- Stormwater Master Plan
- Basin Studies or Engineering Reports
- Adopted BMAP
- Adopted Total Maximum Daily Load
- Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan

Specify:
 Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)				
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42	
None	0	0	0	0	0	

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)				
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42	
None	0	0	0	0	0	

- Has a vulnerability assessment been completed for your jurisdiction's storm water system?
 If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
 If yes, please provide a link if available:
 If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc . Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

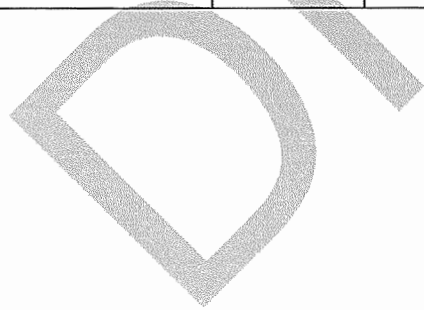
Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
None	0	0	0	0	0

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
None	0	0	0	0	0



Part 7.0 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. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

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Routine O&M

	Total	Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	268,844	268,844	0	0	0	0	0
2017-18	176,906	176,906	0	0	0	0	0
2018-19	168,894	168,894	0	0	0	0	0
2019-20	317,708	317,708	0	0	0	0	0
2020-21	184,884	184,884	0	0	0	0	0

Expansion

	Total	Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Resiliency

	Total	Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures				Contributions to Reserve Account	Balance of Reserve Account
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		
2016-17	0						
2017-18	0						
2018-19	0						
2019-20	0						
2020-21	0						

Part 8.0 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 (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	1,344	1,558	1,806	2,094
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	1,344	1,558	1,806	2,094

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

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

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**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
PROPOSED BUDGET
FISCAL YEAR 2023**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
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BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED GENERAL FUND BUDGETS
FISCAL YEAR 2023

	Fiscal Year 2022			Total Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
REVENUES					
Assessment levy - gross	\$ 2,360,353				\$ 2,360,154
Allowable discounts (4%)	(94,414)				(94,406)
Assessment levy - net	2,265,939	\$ 2,180,419	\$ 85,520	\$ 2,265,939	2,265,748
Commons Club- share maint cost*	163,749	168,872	-	168,872	163,749
Coconut Road- cost sharing: mall contribution	13,000	-	13,000	13,000	13,000
Interest & miscellaneous	3,500	162	3,339	3,501	3,500
Total revenues	2,446,188	2,349,453	101,859	2,451,312	2,445,997
EXPENDITURES					
Professional & admin					
Supervisors	14,000	8,612	5,388	14,000	14,000
Management	91,526	45,763	45,763	91,526	91,526
Accounting	38,077	19,039	19,038	38,077	38,077
Audit	19,000	2,499	16,501	19,000	19,000
Legal	10,000	7,158	5,000	12,158	10,000
Field management	43,576	21,789	21,787	43,576	43,576
Engineering	30,000	10,001	30,000	40,001	30,000
Trustee	12,900	-	12,900	12,900	12,900
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Arbitrage	6,000	-	6,000	6,000	6,000
Assessment roll preparation	37,500	27,000	-	27,000	27,000
Telephone	1,035	518	517	1,035	1,035
Postage	1,200	651	549	1,200	1,200
Insurance	24,500	23,149	-	23,149	24,500
Printing & binding	2,277	1,139	1,138	2,277	2,277
Legal advertising	1,500	840	660	1,500	1,500
Contingencies	4,000	1,795	2,205	4,000	4,000
Settlement Payment- Lighthouse Bay	30,000	-	30,000	30,000	-
Annual District filing fee	350	350	-	350	350
ADA website compliance	351	210	-	210	351
Communication	1,000	-	1,000	1,000	1,000
Total professional & admin	370,792	171,513	199,446	370,959	330,292
Water management					
Contractual services	371,488	169,297	202,191	371,488	387,312
NPDES	17,000	18,038	-	18,038	18,500
Aquascaping	30,000	450	29,550	30,000	30,000
Aeration	65,000	-	65,000	65,000	65,000
Aeration - operating supplies	35,000	16,574	18,426	35,000	35,000
Culvert cleaning	45,000	9,600	35,400	45,000	45,000
Miscellaneous	5,000	-	2,500	2,500	5,000
Capital outlay - lake bank erosion repairs	100,000	2,860	97,140	100,000	100,000
Boundary exotic removal-Shared Ditch	48,000	13,944	34,056	48,000	48,000
Total water management	716,488	230,763	484,263	715,026	733,812
Lighting					
Contractual services	13,000	5,525	7,475	13,000	13,000
Electricity	28,000	18,286	18,000	36,286	38,000
Miscellaneous	2,500	1,020	1,480	2,500	2,500
Total lighting	43,500	24,831	26,955	51,786	53,500

BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED GENERAL FUND BUDGETS
FISCAL YEAR 2023

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Revenue & Expenditures	
Maintenance					
Railroad crossing lease	13,410	-	-	-	-
Total maintenance	13,410	-	-	-	-
Landscape maintenance					
Coconut Rd. & Three Oaks Parkway					
Pine-straw/soil/sand	45,000	9,483	35,517	45,000	45,000
Plant replacement supplies	80,000	2,131	77,869	80,000	80,000
Maintenance supplies	30,000	4,200	25,800	30,000	30,000
Electricity	500	254	246	500	500
Irrigation water	110,000	41,540	68,460	110,000	110,000
Electric - 41 entry feature/irrigation	10,000	3,686	6,314	10,000	10,000
Contract services	8,000	7,670	330	8,000	8,000
Irrigation repair	15,000	28,307	7,500	35,807	25,000
Landscape maintenance contract	680,000	312,437	367,563	680,000	714,000
Irrigation management	12,600	3,149	9,451	12,600	12,600
Total Coconut Rd. & Three Oaks Parkway	991,100	412,857	599,050	1,011,907	1,035,100
Parks and recreation					
Coconut Road Park					
Capital outlay	20,000	-	10,000	10,000	10,000
License fees	1,050	-	1,050	1,050	1,050
Plant replacements	12,000	-	10,000	10,000	10,000
Other maintenance supplies	4,000	-	4,000	4,000	4,000
Electric	9,000	4,039	4,961	9,000	9,000
Irrigation water	6,000	3,009	2,991	6,000	6,000
Sewer/water	3,000	369	2,631	3,000	3,000
Contract services	45,000	32,954	20,000	52,954	55,000
Building R&M	5,000	709	4,291	5,000	5,000
Landscape maint contract	87,890	36,296	51,594	87,890	92,285
Hardscape repairs	13,000	140	7,500	7,640	10,000
Lighting repairs	5,000	4,697	2,500	7,197	6,000
Hardscape maintenance	4,000	-	3,500	3,500	4,000
CC building landscaping	11,500	4,772	6,728	11,500	11,500
Total parks and recreation	226,440	86,985	131,746	218,731	226,835
Other fees and charges					
Property appraiser	4,127	3,555	572	4,127	4,127
Tax collector	5,331	5,175	156	5,331	5,331
Total other fees and charges	9,458	8,730	728	9,458	9,458

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED GENERAL FUND BUDGETS
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Revenue & Expenditures	
Total expenditures	2,371,188	935,679	1,442,188	2,377,867	2,388,997
Excess/(deficiency) of revenues over/(under) expenditures	75,000	1,413,774	(1,340,329)	73,445	57,000
Fund balance: beginning (unaudited)	563,694	615,289	2,029,063	615,289	688,734
Fund balance: ending (projected)					
Assigned: capital outlay projects	480,652	480,652	480,652	480,652	480,652
Unassigned	158,042	1,548,411	208,082	208,082	265,082
Fund balance: ending (projected)	<u>\$ 638,694</u>	<u>\$ 2,029,063</u>	<u>\$ 688,734</u>	<u>\$ 688,734</u>	<u>\$ 745,734</u>

	Cost Sharing Analysis		Assessments Per Unit		Total
	# of Units	Cost Allocation	FY '22 Per Unit	FY '23 Per Unit	
Brooks I	2,375	65.70%	\$ 652.93	\$ 652.88	\$1,550,585
Brooks II	1,240	34.30%	\$ 652.93	\$ 652.88	809,569
	<u>3,615</u>	<u>100%</u>			<u>\$2,360,154</u>

*A portion of "operation and maintenance" expenditures are offset by the Commons Club (see "Commons Club- share maint cost" in the revenue section [above]).

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Supervisors	\$ 14,000
The amount paid to each Supervisor for time devoted to District business and monthly meetings. The amount paid is \$200 per meeting for each member of the board. The Districts anticipate five meetings, in addition to applicable taxes.	
Management	91,526
Wrathell, Hunt and Associates, LLC , specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the districts, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the communities.	
Accounting	38,077
Fees related to all aspects of accounting for the Districts' funds, including budget and financial statement preparation, cash management and accounts payable. These functions are performed by Wrathell, Hunt and Associates, LLC , on behalf of the districts.	
Audit	19,000
The Districts are required to complete annual, independent examinations of their accounting records and procedures. These audits are conducted pursuant to Florida Law and the Rules of the Florida Auditor General. The Districts currently have a contract with Grau and Associates to provide this service.	
Legal	10,000
Daniel H. Cox, PA., provides on-going general counsel and legal representation. Attorneys attend the noticed Board meetings in order to anticipate and deal with possible legal issues as they may arise and to respond to questions. In this capacity, as local government lawyers, realize that this type of local government is very limited in its scope - providing infrastructure and service to development.	
Field management	43,576
The Field Manager is responsible for day-to-day field operations. These responsibilities include preparing and bidding of services and commodities, contract administration, preparation and implementation of operating schedules and policies, ensuring compliance with operating permits, preparing field budgets, being a resource for the Districts' programs and attending board meetings. .	
Engineering	30,000
Johnson Engineering provides an array of engineering and consulting services to the Districts, assists in developing infrastructure and improvement-related solutions, in addition to advising on facility maintenance.	
Trustee	12,900
Annual fees paid to U.S. Bank for acting as trustee, paying agent and registrar.	
Dissemination agent	2,000
The Districts must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
Arbitrage	6,000
To ensure the Districts' compliance with all tax regulations, annual computations are necessary to calculate arbitrage rebate liability.	
Assessment roll preparation	27,000
The Districts have contracts with AJC Associates, Inc., to prepare and maintain the annual assessment rolls.	
Telephone	1,035
Telephone and fax machine services.	
Postage	1,200
Mailing of agenda packages, overnight deliveries, correspondence, etc.	

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Insurance	24,500
The Districts carry public officials liability, general liability and fire damage insurance. Each District has a general liability insurance limit of \$1,000,000 (\$2,000,000 general aggregate limit), a public officials liability limit of \$1,000,000 (\$2,000,000 general aggregate limit) and a fire damage liability limit of \$50,000.	
Printing & binding	2,277
Checks, letterhead, envelopes, copies, etc.	
Legal advertising	1,500
Required advertisements for monthly meetings, special meetings, public hearings, bidding, etc.	
Contingencies	4,000
Bank charges and miscellaneous expenses incurred throughout the year.	
Annual District filing fees	350
Annual fees paid to the Department of Economic Opportunity.	
ADA website compliance	351
Communication	1,000
Periodic written communications to residents in addition to website design and maintenance.	
Contractual services	387,312
Contracts entered into by the Districts for water management related professional services and Cane Toad Management.	
NPDES	18,500
Fees associated with maintaining water quality and compliance with the National Pollutant Discharge Elimination System's (NPDES) program standards.	
Aquascaping	30,000
Expenses incurred relating to supplemental planting of lakes and wetlands.	
Aeration	65,000
Expenses incurred in installing new aeration systems within the community. The Districts anticipate installing several new systems during the fiscal year.	
Aeration - operating supplies	35,000
Electricity, service and maintenance of the Districts' existing aeration systems.	
Culvert cleaning	45,000
Expenses for hiring a contractor to inspect and clean the Districts' drainage culvert system. This program intends to inspect and clean all pipes on a three year rotation.	
Miscellaneous	5,000
Miscellaneous expenses incurred relating to water management of the Districts.	
Capital outlay - lake bank erosion repairs	100,000
The District's has which began implemented a multi-year lake bank erosion repair program in Fiscal Year 2015. The program is geared towards insuring compliance with the District's surface water management permits and will continue to be implemented on a priority basis.	
Boundary exotic removal-Shared Ditch	48,000
Fees associated with, in accordance with regulatory permits, the removal of exotic material from the boundaries of the water management system on a periodic basis including the shared cost agreement with San Carlos Estates. Includes a quarterly bush-hogging program .	
Contractual services	13,000
Expenses for hiring a sub-contractor for electrical maintenance and repair.	
Electricity	38,000
Monthly street lighting fees paid to Florida Power & Light.	

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Miscellaneous	2,500
Unforeseen miscellaneous costs relating to lighting.	
Pine-straw/soil/sand	45,000
This expense is based on the actual cost for one application of pine straw and soil as needed.	
Plant replacement supplies	80,000
For fiscal year 2023, it is anticipated that the District will need to continue to replace dead, deteriorated plant materials that are determined not to be the result of negligence on the part of the maintenance contractor.	
Maintenance supplies	30,000
This cost is based on the actual out-of-pocket expenses to continue the holiday decorations program as well as costs associated with annual sidewalk repairs.	
Electricity	500
This cost is based on the metered expenses for various fountains, irrigation, lighting and entry features.	
Irrigation water	110,000
The annual budget assumes normal weather patterns. Cost is based on actual metered volume.	
Electric - 41 entry feature/irrigation	10,000
Contract Services	8,000
This is for the cost of pressure washing/painting the entry monuments.	
Irrigation repair	25,000
Costs associated with the repair of irrigation facilities that are not covered under the maintenance contract.	
Landscape maintenance contract	714,000
Covers the routine landscape maintenance cost associated with the District's current contract with Gulfscapes Landscape Services Inc., for all areas.	
Irrigation Management	12,600
Intended to cover the costs associated with the irrigation management contract with Irrigation Design Group.	
Parks and recreation	
Coconut Road Park	
Capital outlay	10,000
Intended to address annual capital needs	
License Fees	1,050
Covers the annual cost of renewing the health department permit for the interactive fountain as well as \$900 for annual Chelsea reservation system.	
Plant Replacements	10,000
Intended to cover the costs of replacing dead or deteriorated plants.	
Other Maintenance Supplies	4,000
Intended to cover the miscellaneous costs of supplies for the restrooms and playground.	
Electric	9,000
Intended to cover the electrical costs associated with the lighting and fountains.	
Irrigation Water	6,000
Intended to cover the cost of irrigation water received from RCS.	
Sewer/Water	3,000
Intended to cover the costs of water and sewer service to the restrooms and interactive fountain.	

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Contract Services	55,000
Intended to cover the costs of contractor providing routine services to the restrooms, fountains, periodic security patrol and holiday decorations.	
Building R&M	5,000
Intended to cover restroom repairs and maintenance.	
Landscape Maint Contract	92,285
Intended to cover the costs associated with maintaining the landscaping.	
Hardscape Repairs	10,000
Intended to cover the periodic costs of repairing signs/monuments, court surfaces, paver walkways etc.	
Lighting Repairs	6,000
Intended to cover the cost of periodic repairs to parking lot and walkway lighting as well as landscape lighting.	
Hardscape Maintenance	4,000
Intended to cover the periodic cost of pressure washing monument signs, walkways etc.	
CC Building Landscaping	11,500
Intended to cover the costs associated maintaining the landscaping immediately adjacent to the Commons Club buildings.	
Property appraiser	4,127
The property appraiser's fee is \$1.00 per parcel in the Districts' boundaries.	
Tax collector	5,331
The tax collector's fee is 1.5% of the total assessments levied.	
Total expenditures	<u><u>\$ 2,388,997</u></u>

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
REVENUES					
Assessment levy - gross	\$ 1,550,752				\$ 1,550,621
Allowable discounts (4%)	(62,030)				(62,025)
Assessment levy - net	1,488,722	\$ 1,431,259	\$ 57,463	\$ 1,488,722	1,488,596
Commons Club- share maint cost	107,583	110,949	-	110,949	107,583
Coconut Road- cost sharing: mall contribution	8,541	-	8,541	8,541	8,541
Interest & miscellaneous	2,300	63	2,237	2,300	2,300
Total revenues	1,607,146	1,542,271	68,241	1,610,512	1,607,020
EXPENDITURES					
Professional & admin					
Supervisors	9,198	5,658	3,540	9,198	9,198
Management	60,133	30,067	30,066	60,133	60,133
Accounting	25,017	12,509	12,508	25,017	25,017
Audit	12,483	1,642	10,841	12,483	12,483
Legal	6,570	4,703	3,285	7,988	6,570
Field management	28,629	14,315	14,314	28,629	28,629
Engineering	19,710	6,571	19,710	26,281	19,710
Trustee	8,475	-	8,475	8,475	8,475
Dissemination Agent	1,314	657	657	1,314	1,314
Arbitrage	3,942	-	3,942	3,942	3,942
Assessment roll preparation	24,638	17,739	-	17,739	17,739
Telephone	680	340	340	680	680
Postage	788	427	361	788	788
Insurance	16,097	15,209	-	15,209	16,097
Printing & binding	1,496	748	748	1,496	1,496
Legal advertising	986	552	434	986	986
Contingencies	2,628	1,179	1,449	2,628	2,628
Settlement Payment- Lighthouse Bay	30,000	-	30,000	30,000	-
Annual District filing fee	230	230	-	230	230
ADA website compliance	231	138	-	138	231
Communication	657	-	657	657	657
Total professional & admin	253,902	112,684	141,326	254,010	217,003
Water management					
Contractual services	244,068	111,228	132,839	244,067	254,464
NPDES	11,169	11,851	-	11,851	12,155
Aquascaping	19,710	296	19,414	19,710	19,710
Aeration	42,705	-	42,705	42,705	42,705
Aeration - operating supplies	22,995	10,889	12,106	22,995	22,995
Culvert cleaning	29,565	6,307	23,258	29,565	29,565
Miscellaneous	3,285	-	1,643	1,643	3,285
Capital outlay - lake bank erosion repairs	65,700	1,879	63,821	65,700	65,700
Boundary exotic removal-Shared Ditch	31,536	9,161	22,375	31,536	31,536
Total water management	470,733	151,611	318,161	469,772	482,115
Lighting					
Contractual services	8,541	3,630	4,911	8,541	8,541
Electricity	18,396	12,014	11,826	23,840	24,966
Miscellaneous	1,643	670	972	1,642	1,643
Total lighting	28,580	16,314	17,709	34,023	35,150

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
Maintenance					
Railroad crossing lease	8,810	-	-	-	-
Total maintenance	8,810	-	-	-	-
Landscape maintenance					
Coconut Rd. & Three Oaks Parkway					
Pine-straw/soil/sand	29,565	6,230	23,335	29,565	29,565
Plant replacement supplies	52,560	1,400	51,160	52,560	52,560
Maintenance supplies	19,710	2,759	16,951	19,710	19,710
Electricity	329	167	162	329	329
Irrigation water	72,270	27,292	44,978	72,270	72,270
Electric - 41 entry feature/irrigation	6,570	2,422	4,148	6,570	6,570
Contract services	5,256	5,039	217	5,256	5,256
Irrigation repair	9,855	18,598	4,928	23,526	16,425
Landscape maintenance contract	446,760	205,271	241,489	446,760	469,098
Irrigation management	8,278	2,069	6,209	8,278	8,278
Total Coconut Rd. & Three Oaks Parkway	651,153	271,247	393,576	664,823	680,061
Parks and recreation					
Coconut Road Park					
Capital outlay	13,140	-	6,570	6,570	6,570
License Fees	690	-	690	690	690
Plant Replacements	7,884	-	6,570	6,570	6,570
Other Maintenance Supplies	2,628	-	2,628	2,628	2,628
Electric	5,913	2,654	3,259	5,913	5,913
Irrigation Water	3,942	1,977	1,965	3,942	3,942
Sewer/Water	1,971	242	1,729	1,971	1,971
Contract Services	29,565	21,651	13,140	34,791	36,135
Building R&M	3,285	466	2,819	3,285	3,285
Landscape Maint Contract	57,744	23,846	33,897	57,743	60,631
Hardscape Repairs	8,541	92	4,928	5,020	6,570
Lighting Repairs	3,285	3,086	1,643	4,729	3,942
Hardscape Maintenance	2,628	-	2,300	2,300	2,628
CC Building Landscaping	7,556	3,135	4,420	7,555	7,556
Total parks and recreation	148,772	57,149	86,557	143,706	149,031
Other fees and charges					
Property appraiser	2,711	2,336	376	2,712	2,711
Tax collector	3,502	3,370	102	3,472	3,502
Total other fees and charges	6,213	5,706	478	6,184	6,213
Total expenditures	1,568,163	614,711	957,808	1,572,519	1,569,573
Excess/(deficiency) of revenues over/(under) expenditures	38,983	927,560	(889,567)	37,993	37,447
Fund balance: beginning (unaudited)	301,255	335,113	1,262,673	335,113	373,106
Fund balance: ending (projected)					
Assigned: capital outlay projects	315,788	315,788	315,788	315,788	315,788
Unreserved, undesignated	24,450	946,885	57,318	57,318	94,765
Fund balance: ending (projected)	\$ 340,238	\$ 1,262,673	\$ 373,106	\$ 373,106	\$ 410,553

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
REVENUES					
Assessment levy - gross	\$ 809,601				\$ 809,533
Allowable discounts (4%)	(32,384)				(32,381)
Assessment levy - net	<u>777,217</u>	\$ 749,160	\$ 28,057	\$ 777,217	<u>777,152</u>
Commons Club- share maint cost	56,166	57,923	-	57,923	56,166
Coconut Road- cost sharing: mall contribution	4,459	-	4,459	4,459	4,459
Interest & miscellaneous	1,201	99	1,102	1,201	1,201
Total revenues	<u>839,043</u>	<u>807,182</u>	<u>33,618</u>	<u>840,800</u>	<u>838,978</u>
EXPENDITURES					
Professional & admin					
Supervisors	4,802	2,954	1,848	4,802	4,802
Management	31,393	15,696	15,697	31,393	31,393
Accounting	13,060	6,530	6,530	13,060	13,060
Audit	6,517	857	5,660	6,517	6,517
Legal	3,430	2,455	1,715	4,170	3,430
Field management	14,947	7,474	7,473	14,947	14,947
Engineering	10,290	3,430	10,290	13,720	10,290
Trustee	4,425	-	4,425	4,425	4,425
Dissemination Agent	686	343	343	686	686
Arbitrage	2,058	-	2,058	2,058	2,058
Assessment roll preparation	12,863	9,261	-	9,261	9,261
Telephone	355	178	177	355	355
Postage	412	224	188	412	412
Insurance	8,404	7,940	-	7,940	8,404
Printing & binding	781	391	390	781	781
Legal advertising	515	288	226	514	515
Contingencies	1,372	616	756	1,372	1,372
Annual District filing fee	120	120	-	120	120
ADA website compliance	120	72	-	72	120
Communication	343	-	343	343	343
Total professional & admin	<u>116,893</u>	<u>58,829</u>	<u>58,120</u>	<u>116,949</u>	<u>113,291</u>
Water management					
Contractual services	127,420	58,069	69,352	127,421	132,848
NPDES	5,831	6,187	-	6,187	6,346
Aquascaping	10,290	154	10,136	10,290	10,290
Aeration	22,295	-	22,295	22,295	22,295
Aeration - operating supplies	12,005	5,685	6,320	12,005	12,005
Culvert cleaning	15,435	3,293	12,142	15,435	15,435
Miscellaneous	1,715	-	858	858	1,715
Capital outlay - lake bank erosion repairs	34,300	981	33,319	34,300	34,300
Boundary exotic removal-Shared Ditch	16,464	4,783	11,681	16,464	16,464
Total water management	<u>245,755</u>	<u>79,152</u>	<u>166,102</u>	<u>245,254</u>	<u>251,698</u>
Lighting					
Contractual services	4,459	1,895	2,564	4,459	4,459
Electricity	9,604	6,272	6,174	12,446	13,034
Miscellaneous	858	350	508	858	858
Total lighting	<u>14,921</u>	<u>8,517</u>	<u>9,246</u>	<u>17,763</u>	<u>18,351</u>

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
Maintenance					
Railroad crossing lease	4,600	-	-	-	-
Total maintenance	4,600	-	-	-	-
Landscape maintenance					
Coconut Rd. & Three Oaks Parkway					
Pine-straw/soil/sand	15,435	3,253	12,182	15,435	15,435
Plant replacement supplies	27,440	731	26,709	27,440	27,440
Maintenance supplies	10,290	1,441	8,849	10,290	10,290
Electricity	172	87	84	171	172
Irrigation water	37,730	14,248	23,482	37,730	37,730
Electric - 41 entry feature/irrigation	3,430	1,264	2,166	3,430	3,430
Contract services	2,744	2,631	113	2,744	2,744
Irrigation repair	5,145	9,709	2,573	12,282	8,575
Landscape maintenance contract	233,240	107,166	126,074	233,240	244,902
Irrigation management	4,322	1,080	3,242	4,322	4,322
Total Coconut Rd. & Three Oaks Parkway	339,948	141,610	205,474	347,084	355,040
Parks and recreation					
Coconut Road Park					
Capital outlay	6,860	-	3,430	3,430	3,430
License Fees	360	-	360	360	360
Plant Replacements	4,116	-	3,430	3,430	3,430
Other Maintenance Supplies	1,372	-	1,372	1,372	1,372
Electric	3,087	1,385	1,702	3,087	3,087
Irrigation Water	2,058	1,032	1,026	2,058	2,058
Sewer/Water	1,029	127	902	1,029	1,029
Contract Services	15,435	11,303	6,860	18,163	18,865
Building R&M	1,715	243	1,472	1,715	1,715
Landscape Maint Contract	30,146	12,450	17,697	30,147	31,654
Hardscape Repairs	4,459	48	2,573	2,621	3,430
Lighting Repairs	1,715	1,611	858	2,469	2,058
Hardscape Maintenance	1,372	-	1,201	1,201	1,372
CC Building Landscaping	3,945	1,637	2,308	3,945	3,945
Total parks and recreation	77,669	29,836	45,189	75,025	77,805
Other fees and charges					
Property appraiser	1,416	1,219	196	1,415	1,416
Tax collector	1,829	1,805	54	1,859	1,829
Total other fees and charges	3,245	3,024	250	3,274	3,245
Total expenditures	803,031	320,968	484,380	805,348	819,430
Excess/(deficiency) of revenues over/(under) expenditures	36,012	486,214	(450,762)	35,452	19,548
Fund balance: beginning (unaudited)	262,439	280,176	766,390	280,176	315,628
Fund balance: ending (projected)					
Assigned: capital outlay projects	164,864	164,864	164,864	164,864	164,864
Unreserved, undesignated	133,587	601,526	150,764	150,764	170,312
Fund balance: ending (projected)	\$ 298,451	\$ 766,390	\$ 315,628	\$ 315,628	\$ 335,176

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2017 BONDS (REFUNDED SERIES 2006)
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
REVENUES					
Assessment levy: on-roll - gross	\$ 1,140,414				\$ 1,140,414
Allowable discounts (4%)	(45,617)				(45,617)
Assessment levy: on-roll - net	1,094,797	\$ 1,052,542	\$ 42,255	\$ 1,094,797	1,094,797
Interest & miscellaneous	-	20	-	20	-
Total Revenues	1,094,797	1,052,562	42,255	1,094,817	1,094,797
EXPENDITURES					
Debt Service					
Principal	816,000	-	816,000	816,000	842,000
Principal prepayment	-	-	1,000	1,000	-
Interest	291,741	145,870	145,871	291,741	266,414
Total expenditures	1,107,741	145,870	962,871	1,108,741	1,108,414
Excess/(deficiency) of revenues over/(under) expenditures	(12,944)	906,692	(920,616)	(13,924)	(13,617)
Beginning fund balance (unaudited)	529,183	532,603	-	532,603	518,679
Ending fund balance (projected)	\$ 516,239	\$ 1,439,295	\$ (920,616)	\$ 518,679	505,062
Use of fund balance					
Debt service reserve account balance (required)					(273,970)
Interest expense - November 1, 2023					(120,156)
Projected fund balance surplus/(deficit) as of September 30, 2023					\$ 110,936

Brooks II

Community Development District
Series 2017 (Refunded Series 2006)
\$12,444,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2022	-	-	133,207.00	133,207.00
05/01/2023	842,000.00	3.100%	133,207.00	975,207.00
11/01/2023	-	-	120,156.00	120,156.00
05/01/2024	868,000.00	3.100%	120,156.00	988,156.00
11/01/2024	-	-	106,702.00	106,702.00
05/01/2025	891,000.00	3.100%	106,702.00	997,702.00
11/01/2025	-	-	92,891.50	92,891.50
05/01/2026	924,000.00	3.100%	92,891.50	1,016,891.50
11/01/2026	-	-	78,569.50	78,569.50
05/01/2027	953,000.00	3.100%	78,569.50	1,031,569.50
11/01/2027	-	-	63,798.00	63,798.00
05/01/2028	983,000.00	3.100%	63,798.00	1,046,798.00
11/01/2028	-	-	48,561.50	48,561.50
05/01/2029	1,014,000.00	3.100%	48,561.50	1,062,561.50
11/01/2029	-	-	32,844.50	32,844.50
05/01/2030	1,045,000.00	3.100%	32,844.50	1,077,844.50
11/01/2030	-	-	16,647.00	16,647.00
05/01/2031	1,074,000.00	3.100%	16,647.00	1,090,647.00
Total	\$8,594,000.00	-	\$1,386,754.00	\$9,980,754.00

**BROOKS OF BONITA SPRINGS I
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 LOAN (REFUNDED SERIES 2001)
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll - gross	\$ 86,198				\$ 75,457
Allowable discounts (4%)	(3,448)				(3,018)
Assessment levy: on-roll - net	82,750	\$ 79,371	\$ 3,379	\$ 82,750	72,439
Assessment Prepayments	-	85,360	100,346	185,706	-
Total revenues	<u>82,750</u>	<u>164,731</u>	<u>103,725</u>	<u>268,456</u>	<u>72,439</u>
EXPENDITURES					
Debt service					
Principal	55,000	-	55,000	55,000	50,000
Principal prepayment	-	85,360	75,345	160,705	-
Interest	27,750	15,508	14,554	30,062	20,036
Total expenditures	<u>82,750</u>	<u>100,868</u>	<u>144,899</u>	<u>245,767</u>	<u>70,036</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	63,863	(41,174)	22,689	2,403
Net change in fund balances	-	63,863	(41,174)	22,689	2,403
Beginning fund balance (unaudited)	100,268	5,112	68,975	5,112	27,801
Ending fund balance (projected)	<u>\$ 100,268</u>	<u>\$ 68,975</u>	<u>\$ 27,801</u>	<u>\$ 27,801</u>	<u>30,204</u>
Use of Fund Balance					
Debt Service Reserve Account Balance (Required)					(19,000)
Interest Expense - November 1, 2023					(9,081)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 2,123</u>

Brooks I

Community Development District

Series 2021

\$740,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2022		-	10,018.03	10,018.03
05/01/2023	50,000.00	3.750%	10,018.03	60,018.03
11/01/2023		-	9,080.53	9,080.53
05/01/2024	50,000.00	3.750%	9,080.53	59,080.53
11/01/2024		-	8,143.03	8,143.03
05/01/2025	55,000.00	3.750%	8,143.03	63,143.03
11/01/2025		-	7,111.78	7,111.78
05/01/2026	55,000.00	3.750%	7,111.78	62,111.78
11/01/2026		-	6,080.53	6,080.53
05/01/2027	55,000.00	3.750%	6,080.53	61,080.53
11/01/2027		-	5,049.28	5,049.28
05/01/2028	60,000.00	3.750%	5,049.28	65,049.28
11/01/2028		-	3,924.28	3,924.28
05/01/2029	60,000.00	3.750%	3,924.28	63,924.28
11/01/2029		-	2,799.28	2,799.28
05/01/2030	65,000.00	3.750%	2,799.28	67,799.28
11/01/2030		-	1,580.53	1,580.53
05/01/2031	84,294.76	3.750%	1,580.53	85,875.29
Total	\$534,294.76		\$107,574.48	\$641,869.24

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021 LOAN (REFUNDED SERIES 2003)
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
REVENUES					
Assessment levy: on-roll - gross	\$ 97,331				\$ 97,331
Allowable discounts (4%)	(3,893)				(3,893)
Assessment levy: on-roll - net	93,438	\$ 89,759	\$ 3,679	\$ 93,438	93,438
Assessment Prepayments	-	-	124,921	124,921	-
Total revenues	93,438	89,759	128,600	218,359	93,438
EXPENDITURES					
Debt service					
Principal	55,000	-	55,000	55,000	55,000
Principal prepayment	-	-	94,000	94,000	-
Interest	38,438	21,576	20,065	41,641	32,850
Total expenditures	93,438	21,576	169,065	190,641	87,850
Excess/(deficiency) of revenues over/(under) expenditures	-	68,183	(40,465)	27,718	5,588
Net change in fund balances	-	68,183	(40,465)	27,718	5,588
Beginning fund balance (unaudited)	119,509	5,238	73,421	5,238	32,956
Ending fund balance (projected)	<u>\$ 119,509</u>	<u>\$ 73,421</u>	<u>\$ 32,956</u>	<u>\$ 32,956</u>	<u>38,544</u>
Use of Fund Balance					
Debt Service Reserve Account Balance (Required)					(22,000)
Interest Expense - November 1, 2023					(15,394)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 1,150</u>

Brooks II

Community Development District

Series 2021

\$1,025,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2022		-	16,425.00	16,425.00
05/01/2023	55,000.00	3.750%	16,425.00	71,425.00
11/01/2023		-	15,393.75	15,393.75
05/01/2024	60,000.00	3.750%	15,393.75	75,393.75
11/01/2024		-	14,268.75	14,268.75
05/01/2025	65,000.00	3.750%	14,268.75	79,268.75
11/01/2025		-	13,050.00	13,050.00
05/01/2026	65,000.00	3.750%	13,050.00	78,050.00
11/01/2026		-	11,831.25	11,831.25
05/01/2027	65,000.00	3.750%	11,831.25	76,831.25
11/01/2027		-	10,612.50	10,612.50
05/01/2028	70,000.00	3.750%	10,612.50	80,612.50
11/01/2028		-	9,300.00	9,300.00
05/01/2029	70,000.00	3.750%	9,300.00	79,300.00
11/01/2029		-	7,987.50	7,987.50
05/01/2030	75,000.00	3.750%	7,987.50	82,987.50
11/01/2030		-	6,581.25	6,581.25
05/01/2031	80,000.00	3.750%	6,581.25	86,581.25
11/01/2031		-	5,081.25	5,081.25
05/01/2032	80,000.00	3.750%	5,081.25	85,081.25
11/01/2032		-	3,581.25	3,581.25
05/01/2033	85,000.00	3.750%	3,581.25	88,581.25
11/01/2033		-	1,987.50	1,987.50
05/01/2034	106,000.00	3.750%	1,987.50	107,987.50
Total	\$876,000.00	-	\$232,200.00	\$1,108,200.00

**Brooks of Bonita Springs
Community Development District
2022 - 2023 Preliminary Assessments**

2006 Series Bond Issue (REFINANCED Series 1998)

Lee County PAID IN FULL

Neighborhood	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2022-2023 tax payment
Orchid Ridge	Est SF	\$ -	\$ 652.88	\$ 652.88	\$ -
Magnolia Bend	Est SF 2	\$ -	\$ 652.88	\$ 652.88	\$ -
Summerfield	Stand SF	\$ -	\$ 652.88	\$ 652.88	\$ -
Cedar Glen	Stand SF	\$ -	\$ 652.88	\$ 652.88	\$ -
Sycamore Grove	Stand SF	\$ -	\$ 652.88	\$ 652.88	\$ -
Idlewilde	Stand SF 2	\$ -	\$ 652.88	\$ 652.88	\$ -
Tamarind Trace	Patio 1 (a)	\$ -	\$ 652.88	\$ 652.88	\$ -
Ginger Pointe	Patio 1 (b)	\$ -	\$ 652.88	\$ 652.88	\$ -
Sweet Bay	Patio 1 (c)	\$ -	\$ 652.88	\$ 652.88	\$ -
Laurel Meadow	Patio 2	\$ -	\$ 652.88	\$ 652.88	\$ -
Oak Strand	Patio 2 (a)	\$ -	\$ 652.88	\$ 652.88	\$ -
Morningside	Coach 1	\$ -	\$ 652.88	\$ 652.88	\$ -
Cypress Hammock	Coach 2	\$ -	\$ 652.88	\$ 652.88	\$ -
Silver/Shady/Whisper/Willow Creek	D-Villa	\$ -	\$ 652.88	\$ 652.88	\$ -
Sabal Cove/Coral Cove	A-Villa	\$ -	\$ 652.88	\$ 652.88	\$ -
Autumn Lake/Hidden Lakes	Carriage H	\$ -	\$ 652.88	\$ 652.88	\$ -
Streamside/Sunset/Winding Stream	Garden C	\$ -	\$ 652.88	\$ 652.88	\$ -
Copperleaf - Wisteria Point Bldg 11	Carriage H	\$ -	\$ 652.88	\$ 652.88	\$ -
Lighthouse Bay	PAID IN FULL	\$ -	\$ 652.88	\$ 652.88	\$ -

**Brooks of Bonita Springs
Community Development District
2022 - 2023 Preliminary Assessments**

2021 Series Loan (REFINANCED Series 2001)

Lee County 8 years remaining

Neighborhood	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2022-2023 tax payment
Foxtail Creek (lots 26-51)	D-Villa	\$ 853.83	\$ 652.88	\$1,506.71	\$ 5,480.03
Jasmine Lake (lots 7-30)	D-Villa	\$ 853.83	\$ 652.88	\$1,506.71	\$ 5,480.03
Winding Stream (Bldgs 30, 31, 32)	Garden C	\$ 556.84	\$ 652.88	\$1,209.72	\$ 3,573.93
Lighthouse Bay	PAID IN FULL	\$	\$ 652.88	\$652.88	\$ -
Town Ctr Bldg #1	PAID IN FULL	\$	\$ 13,057.56	\$13,057.56	\$ -
Fitness Center	PAID IN FULL	\$	\$ 3,264.39	\$3,264.39	\$ -
Restaurant	PAID IN FULL	\$	\$ 3,264.39	\$3,264.39	\$ -
Community Bldg	PAID IN FULL	\$	\$ 1,958.63	\$1,958.63	\$ -
Balance of Town Ctr	Comm	\$ 16,059.83	\$ 19,586.34	\$ 35,646.17	\$ 103,075.07

**Brooks of Bonita Springs II
Community Development District
2022 - 2023 Preliminary Assessments**

2017 Series Bond Issue (REFINANCED Series 2006)

Lee County 8 years remaining

Neighborhood	Original Assessment	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2022-2023 tax payment
Lake Forest	\$ 36,213.77	Estate SF	\$ 2,208.89	\$652.88	\$2,861.77	\$ 15,015.01
Oak Brook	\$ 36,213.77	Estate SF	\$ 2,208.89	\$652.88	\$2,861.77	\$ 15,015.01
The Reserve	\$ 36,213.77	Estate SF	\$ 2,208.89	\$652.88	\$2,861.77	\$ 15,015.01
Glen Lakes - C (lots 10-12)	\$ 30,178.14	Standard SF-IV	\$ 1,840.74	\$652.88	\$2,493.62	\$ 12,512.51
Glen Lakes - B (lots 7-9,13-22)	\$ 24,142.51	Standard SF-III	\$ 1,472.59	\$652.88	\$2,125.47	\$ 10,010.01
Glen Lakes - A (lots 1-6, 23-35)	\$ 19,314.01	Standard SF	\$ 1,178.08	\$652.88	\$1,830.96	\$ 8,008.01
Willow Walk	\$ 19,314.01	Standard SF	\$ 1,178.08	\$652.88	\$1,830.96	\$ 8,008.01
Banyan Cove	\$ 19,314.01	Standard SF	\$ 1,178.08	\$652.88	\$1,830.96	\$ 8,008.01
Chartwell	\$ 19,314.01	Standard SF	\$ 1,178.08	\$652.88	\$1,830.96	\$ 8,008.01
Fairview	\$ 19,314.01	Standard SF	\$ 1,178.08	\$652.88	\$1,830.96	\$ 8,008.01
Northridge	\$ 16,296.20	Villa 55	\$ 994.00	\$652.88	\$1,646.88	\$ 6,756.76
Glenview	\$ 13,881.94	SF I	\$ 846.74	\$652.88	\$1,499.62	\$ 5,755.75
Woodmont	\$ 13,881.94	SF I	\$ 846.74	\$652.88	\$1,499.62	\$ 5,755.75
Kenwood	\$ 14,485.51	SF II	\$ 883.56	\$652.88	\$1,536.44	\$ 6,006.01
Mahogany Cove	\$ 10,260.57	Patio	\$ 625.85	\$652.88	\$1,278.73	\$ 4,254.26
Hawthorne	\$ 12,071.26	Patio II	\$ 736.30	\$652.88	\$1,389.18	\$ 5,005.01
Longleaf	\$ 11,467.69	Patio I	\$ 699.48	\$652.88	\$1,352.36	\$ 4,754.75
Indigo Isle	\$ 9,053.44	Coach	\$ 552.22	\$652.88	\$1,205.10	\$ 3,753.75
Palmetto Ridge	\$ 9,053.44	Coach	\$ 552.22	\$652.88	\$1,205.10	\$ 3,753.75
Oak Hammock	\$ 9,053.44	Coach	\$ 552.22	\$652.88	\$1,205.10	\$ 3,753.75
Whispering Ridge	\$ 19,314.01	75" SF	\$ 1,178.07	\$652.88	\$1,830.95	\$ 8,008.01
Copper Lakes	\$ 19,314.01	75" SF	\$ 1,178.07	\$652.88	\$1,830.95	\$ 8,008.01
Stillwater Cay	\$ 18,106.88	65" SF	\$ 1,104.45	\$652.88	\$1,757.33	\$ 7,507.50
Juniper Walk	\$ 18,106.88	65" SF	\$ 1,104.45	\$652.88	\$1,757.33	\$ 7,507.50
Caraway Lakes	\$ 18,106.88	65" SF	\$ 1,104.45	\$652.88	\$1,757.33	\$ 7,507.50
Sage Meadow	\$ 16,899.76	D-Villas	\$ 1,030.82	\$652.88	\$1,683.70	\$ 7,007.01
Cinnamon Ridge	\$ 16,899.76	D-Villas	\$ 1,030.82	\$652.88	\$1,683.70	\$ 7,007.01
Foxtail Creek (lots 1-25, 52-68)	\$ 16,899.76	D-Villas	\$ 1,030.82	\$652.88	\$1,683.70	\$ 7,007.01
Jasmine Lakes (lots 1-6)	\$ 16,899.76	D-Villas	\$ 1,030.82	\$652.88	\$1,683.70	\$ 7,007.01
Wisteria Pointe (except bldg 11)	\$ 12,071.26	Carriage	\$ 736.30	\$652.88	\$1,389.18	\$ 5,005.01
Sago Pointe	\$ 12,071.26	Carriage	\$ 736.30	\$652.88	\$1,389.18	\$ 5,005.01

**Brooks of Bonita Springs II
Community Development District
2022 - 2023 Preliminary Assessments**

2021 Series Loan

Lee County 11 years remaining
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Neighborhood	Original Assessment	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2022-2023 tax payment
Woodsedge (lots 1-5,11-17,24-26)	\$38,285.49	Estate SF A	\$ 2,284.75	\$652.88	\$2,937.63	\$ 19,272.30
Woodsedge (lots 7,10,18,19,20,21)	\$44,666.41	Estate SF B	\$ 2,665.55	\$652.88	\$3,318.43	\$ 22,484.36
Woodsedge (lots 6,8,9,22,23)	\$51,047.32	Estate SF C	\$ 3,046.34	\$652.88	\$3,699.22	\$ 25,696.41
Plumbago Pointe	\$14,038.01	SF - 65	\$ 837.74	\$652.88	\$1,490.62	\$ 7,066.51
Bay Crest	\$14,038.01	SF - 65	\$ 837.74	\$652.88	\$1,490.62	\$ 7,066.51

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

101

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Brooks of Bonita Springs Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: August 24, 2022

HOUR: 1:00 p.m.

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

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lee County, Florida at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 27th DAY OF APRIL, 2022.

ATTEST:

**BROOKS OF BONITA SPRINGS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2022/2023 Proposed Budget

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

1011

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Brooks of Bonita Springs II Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: August 24, 2022

HOUR: 1:00 p.m.

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

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lee County, Florida at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 27th DAY OF APRIL, 2022.

ATTEST:

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2022/2023 Proposed Budget

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

1 1 1

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE LEE COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Brooks of Bonita Springs Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of Brooks of Bonita Springs Community Development District ("Board") seeks to implement section 190.006(3), Florida Statutes, and to instruct the Lee County Supervisor of Elections ("Supervisor") to conduct the District's general election ("General Election").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 4, currently held by Rollin Crawford and Seat 5, currently held by Bill Docherty, Jr., are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November, 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 27nd DAY OF APRIL, 2022.

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT**

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A

BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE
BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Brooks of Bonita Springs Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Lee County Supervisor of Elections located at 2480 Thompson Street, Third Floor, Fort Myers, Florida 33901, (239) 533-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District, as defined in Section 190.003, Florida Statutes. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Brooks of Bonita Springs Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

For additional information, please contact the Lee County Supervisor of Elections.

District Manager
Brooks of Bonita Springs Community Development District

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

1 1 1 1

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE LEE COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Brooks of Bonita Springs II Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of Brooks of Bonita Springs II Community Development District ("Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Lee County Supervisor of Elections ("Supervisor") to conduct the District's general election ("General Election").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 3, currently held by Thomas Brown, Seat 4, currently held by Thomas Bertucci and Seat 5, currently held by Joseph Bartoletti, are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November, 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 27nd DAY OF APRIL, 2022.

**BROOKS OF BONITA SPRINGS II COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A

BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Brooks of Bonita Springs II Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Lee County Supervisor of Elections located at 2480 Thompson Street, Third Floor, Fort Myers, Florida 33901, (239) 533-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Brooks of Bonita Springs II Community Development District has three (3) seats up for election, specifically seats 3, 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

For additional information, please contact the Lee County Supervisor of Elections.

District Manager
Brooks of Bonita Springs II Community Development District

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

12111



April 20, 2022

Mr. Chesley “Chuck” Adams
Director of Operations
Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135

**Subject: Professional Service Proposal for The Brooks of Bonita Springs CDD –
Pickleball Facilities (revised)
(RWA, Inc. File No. 220002.01.00)**

Dear Mr. Adams:

RWA, Inc. is pleased to submit the following proposal for planning, civil engineering and land surveying services associated with the redevelopment of the subject project. Outlined below is our understanding of the project profile and the assumptions we have used to develop our scope and associated fees in response to your request for proposal.

PROJECT PROFILE

- The Brooks of Bonita Springs Community Development District (CDD) (Client) intends to redevelop the Pickleball Facilities at the Coconut Park property off of Coconut Road in Estero, FL (Project).
- Utilizing Concept Plan 3 provided by the client and prepared by Johnson Engineering as a basis, the intent of the Project is to redesign and permit the site to allow for a phased construction of up to 17 new pickleball courts, while temporarily maintaining the location and playability of the three existing courts during the first phase of construction.
- Client desires to retain the services of RWA (Consultant) to process an RPD Amendment Application and local Development Order Permit to allow the development intent described above.
- Prior to commencement of final design and construction plan preparation, Consultant will require Client to approve a final master site plan for design purposes.
- The Project will be permitted in one phase and constructed in multiple phases based on the construction plans and Client approval. Services during construction is only included for the first phase of construction.

PROJECT ASSUMPTIONS

- This proposal includes performing all services described within on a one-time basis.
- The Client will make available all pertinent information, permits, and documents associated with the required Project.
- This proposal relies on Client providing consultant services from the following consultants that are intended to be utilized as part of the Project team:
 - Land Use Attorney
 - Noise/Sound Consultant
- It is assumed that a Traffic Impact Statement for this amendment will not be needed. RWA will ask for a waiver from that requirement.
- The Village of Estero will not change development standards and review procedures during the permitting and construction of the Project outlined in this proposal.
- The Village of Estero Community Development Limited Development Order (LDO) Type D application support scope and fee includes two sets of revisions to respond to agency requests for additional information.
- The Consultant will ask for waiver from the requirement a new boundary survey. It is assumed that a sketch and description of the revised MCP boundary and updated survey (by others) for each should fulfill that requirement. Should a new survey be needed, the Consultant can provide for additional fees.
- Additional submittals and coordination resulting from incomplete documents obtained from other members of the Project team will be billed to the owner on a T/M/E basis. These unforeseen changes are not included in the estimated costs.
- The Client shall pay all permit, application, and recording fees required for project approvals directly to the authority having jurisdiction.

PLANNING SCOPE OF SERVICES

1.0 General Consultation

Services can include, but are not limited to, the following:

- 1.1. Consult with Client to clarify and define requirements for the Project and review available Project information.
- 1.2. Identify and analyze requirements of governmental/community authorities having jurisdiction to review or approve the design, scope and other elements of the Project and attend up to three (3) meetings such authorities.

- 1.4. Review information provided by the Client and/or collect available information from public records about the existing property, surrounding area, and adjacent parcels as applicable to the proposed Project.
- 1.5. General coordination with other consultants and service providers to incorporate their collateral materials into the application.

2.0 Site Planning

- 2.1. Develop up to three conceptual master site plans depicting the existing and proposed pickleball courts, accessory structures, parking and pathway improvements as a phased development.
- 2.2. Prepare one (1) Final AutoCAD Master Site Plan that will form the basis for the overall configuration used for the PD Amendment and to develop engineering/construction plans. The master site plan will depict and quantify the relationship, size and configuration of the major land use elements of the Project including landscape buffers, open spaces, internal vehicular circulation, storm water detention areas, and construction phasing.

3.0 PD Amendment Application Preparation

- 3.1. Consultant will attend a pre-application meeting with Village staff and prepare exhibits needed for that meeting.
- 3.2. Consultant will work with and coordinate the efforts of the consultant team to prepare and submit the RPD Amendment application, including all required support documents in accordance with the Village of Estero Land Development Code. Consultant will revise the MCP and any land use tables associated with the proposed amendment.
- 3.3. Consultant will prepare graphic materials and/or exhibits to support the proposed amendment.

4.0 PD Amendment Application Support

- 4.1. Consultant will provide and coordinate sufficiency responses that may be required by Village of Estero. It is assumed that two (2) rounds of sufficiency comments will be needed.
- 4.2. Consultant will represent the Client at required or desired meetings with the Village of Estero staff or with other government agency staff.
- 4.3. Consultant will attend up to two (2) meetings with reviewing staff, regarding re-submittal adjustments as requested by reviewing agencies.

5.0 PD Amendment Public Workshops and Hearings

- 5.1. Consultant will provide Land Use Planning expert services and testimony at public workshops and hearings.
- 5.2. Consultant will coordinate public workshop and hearing presentation with Client and Project team.
- 5.3. Consultant will coordinate and prepare necessary documents and exhibits for workshops and hearings.

- 5.4. Consultant will prepare for and attend public workshops and hearings before the PZDB and City Council.

ENGINEERING SCOPE OF SERVICES

6.0 General Consultation

- 6.1. Review information provided by Client and/or collect available information from public records about the existing property, surrounding area and adjacent parcels as applicable to the proposed Project.
- 6.2. Consult with Client to clarify and define the development intent and the parameters associated with the new Development Order (DO).
- 6.3. Attend one (1) team meeting in person and two (2) team meetings either via video (Zoom/Teams) or tele conference with Client and other consultants involved in the design and permitting stage of the Project.
- 6.4. Attend two (2) meetings with Client and regulatory staff for coordination of various issues as they arise in the permitting process.
- 6.5. Attend two (2) pre-application meetings with Client and regulatory staff for Village of Estero Design Review Board (DRB) and Development Services Permitting.
- 6.6. Miscellaneous coordination with client and other consultants.

7.0 Civil Engineering Design, Construction Plans and Technical Specifications

- 7.1. Consultant will design the required on-site infrastructure and prepare the associated reports for the facility as required under Village of Estero Community Development regulations.
- 7.2. Consultant will prepare construction plans for the Project.

8.0 LDO Type D Limited Development Order Permits Application Preparation and Support

- 8.1. Consultant will prepare one LDO Type D application for the site depicting the minimum civil engineering infrastructure components as required by the Village of Estero Community Development (LDC).
- 8.2. Consultant will submit the LDO Type D application to Village of Estero Community Development.
- 8.3. Consultant will support the Village of Estero Community Development LDO Type D and associated permit application processes.

9.0 Environmental Resource Permit Modification Application Preparation and Support

- 9.1. Prepare a permit modification for corresponding engineering calculations to satisfy SFWMD minimum criteria. Prepare and gather the required ERP application documents for submittal to SFWMD.
- 9.2. Submit the ERP application package to SFWMD.
- 9.3. Respond to civil engineering related review comments issued by SFWMD.
- 9.4. Prepare revisions to the design, calculations and plans based upon review comments received from SFWMD. Does not include any hydraulic routing or modeling of the Brooks master surface water management system.

10.0 Services During Construction and Certifications

- 10.1. Consultant will provide civil engineer and field representation services during the Phase 1 construction of the on-site improvements. Estimate is based on the Client providing their contract manager and field representative to coordinate with the Contractor. The basic services to be performed include the following:
 - 10.1.1. Attendance at one (1) pre-construction meeting.
 - 10.1.2. Provide assistance during construction to answer contractor questions on the construction plans.
 - 10.1.3. Make four (4) site visits to check construction materials delivered to the site for compliance with Project specifications, observe contractor progress during construction.

Note: It is assumed site visits will last one (2) hour each over a three (3) month period.

- 10.2. Consultant will coordinate the preparation of a Letter of Substantial Compliance for Phase 1 engineering.
- 10.3. Consultant will visit the site to certify that the development is in substantial compliance with the approved Development Order and prepare a Letter of Substantial Compliance for engineering.
- 10.4. Consultant will submit Letters of Substantial Compliance for engineering to Village of Estero to request an inspection and Certificate of Compliance.

LANDSCAPE ARCHITECTURE

11.0 Code Minimum Landscape Architecture

- 11.1. Consultant will design the required landscape plans for the site depicting the minimum landscape components as required by the Land Development Code.
- 11.2. Consultant will prepare construction plans, technical specifications, and a landscape architect's opinion of probable cost for the landscape architecture related elements designed by RWA, Inc.

- 11.3. Consultant will respond to landscape architecture related review comments issued by the review agency.
- 11.4. Consultant will visit the site to certify that the development is in substantial compliance with the approved plans and prepare a Letter of Substantial Completion for landscape architecture.

SITE LIGHTING

12.0 Code Minimum Site Lighting

- 12.1. Consultant will design the required site lighting plans for the site depicting the minimum lighting components as required by the Land Development Code.
- 12.2. Consultant will prepare code minimum plans and product cut-sheets for the site lighting related elements designed by Consultant and approved by Client.
- 12.3. Consultant will respond to site lighting related review comments issued by the review agency.
- 12.4. Consultant will visit the site to certify that the development is in substantial compliance with the approved plans and prepare a Letter of Substantial Completion for site lighting

SURVEY SCOPE OF SERVICES

13.0 Design Phase Survey

- 13.1. Collect spot elevations of existing improvements within the proposed pickleball expansion on a 50-foot grid.
- 13.2. Collect sufficient data to accurately map the improvements within the Project area. Locate visible utility connection points.

REIMBURSABLE EXPENSES

Expenses for blueprints, reproduction services, application fees, public hearing notices, signage and advertising, overnight or express delivery services and vehicle mileage shall be reimbursable to Consultant.

PROFESSIONAL SERVICE FEES

The professional service fee estimates for the associated scope of services are listed below.

<u>Planning Scope of Services</u>		<u>Fee</u>	<u>Type</u>
1.0	General Consultation and Coordination	\$ 3,500	T/M/E
2.0	Site Planning	\$ 3,500	Fixed
3.0	PD Amendment App. Prep	\$ 9,000	Fixed
4.0	PD Amendment App. Support	\$ 7,500	T/M/E
5.0	PD Amendment Public Workshop and Hearings	<u>\$ 6,500</u>	<u>T/M/E</u>
	SUBTOTAL	\$30,000	
<u>Engineering Scope of Services</u>		<u>Fee</u>	<u>Type</u>
6.0	General Consultation	\$ 2,500	T/M/E
7.0	Civil Engineering Design, Construction Plans and TS	\$ 7,000	Fixed
8.0	VOE LDO Type D Permit Application Preparation and Support	\$ 7,000	Fixed
9.0	ERP Permit Modification Preparation Application and Support	\$ 4,000	Fixed
10.0	Service During Construction and Certifications	<u>\$ 3,500</u>	<u>Fixed</u>
	SUBTOTAL	\$24,000	
<u>Landscape Architecture & Site Lighting</u>			
11.0	Code Minimum Landscape Architecture	<u>\$ 4,500</u>	<u>Fixed</u>
	SUBTOTAL	\$4,500	
<u>Site Lighting</u>			
12.0	Code Minimum Site Lighting	<u>\$ 2,800</u>	<u>Fixed</u>
	SUBTOTAL	\$ 2,800	
<u>Scope of Services for Survey Related Services</u>			
13.0	Design Phase Survey	<u>\$ 3,500</u>	<u>Fixed</u>
	SUBTOTAL	\$ 3,500	
	TOTAL	\$ 64,800.00	
	<u>Reimbursable Expenses</u>	\$ 2,000	T/M/E

Excluded Services

Professional services to be provided by Consultant are limited to those described in the Scope of Services. All other services are specifically excluded.

ACCEPTANCE AND AUTHORIZATION TO PROCEED**Period for Acceptance**

This Proposal/Agreement is open for acceptance by Client through May 17, 2022. After the acceptance date, the proposal may be withdrawn or subject to modification by RWA, Inc.

Acceptance

If this Proposal/Agreement satisfactorily sets forth Client's entire understanding of the agreement, please sign one copy of this agreement in the space provided and return it to RWA, Inc. as authorization to proceed with the work.

Owner/Client Authorization

I hereby certify that the undersigned is the Agent to the Owner of the property that is the subject of this proposal. I hereby certify that the undersigned has the authorizing authority to execute this contract for professional services. I hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the attached Standard Business Terms and Conditions and Rate Code and Fee Schedule of RWA, Inc.

Accepted this _____ day of _____, 2022.

By: _____

Mr. Chesley "Chuck" Adams
Director of Operations
Wrathell, Hunt and Associates, LLC

For: The Brooks of Bonita Springs Community Development District (CDD)

Thank you for the opportunity to submit this professional service proposal. Please call if you have any questions. We will look forward to hearing back from you soon.

Sincerely,
RWA, Inc.



Kenrick S. Gallander, AICP
Director of Planning

Encl.: 2022 Rate Code and Fee Schedule,
Standard Business Terms and Conditions.
Billing Information



Hourly Rate Code and Fee Schedule

Effective January 1, 2022

Compensation for staff time attributable directly to the performance of the contract shall be in accordance with the following Hourly Fees:

CIVIL ENGINEERING CONSULTANT

Classification	Hourly Rate
Engineering Intern	\$ 95
Engineer I	\$ 105
Engineer II	\$ 115
Engineer III	\$ 125
Engineer IV	\$ 145
Engineer V	\$ 165
Engineer VI	\$ 170
Project Manager	\$ 165
Senior Project Manager	\$ 180
Director of Engineering	\$ 200
Engineering Principal	\$ 225

SURVEYING AND MAPPING CONSULTANT

Classification	Hourly Rate
Staff Surveyor	\$ 95
Senior Staff Surveyor	\$ 110
Surveyor SIT	\$ 120
Senior Surveyor SIT	\$ 130
Project Surveyor	\$ 135
Senior Project Surveyor	\$ 145
Project Manager	\$ 155
Senior Project Manager	\$ 165
Director of Surveying	\$ 175
Surveying Principal	\$ 195

PLANNING AND LAND USE CONSULTANT

Classification	Hourly Rate
Staff Planner	\$ 100
Senior Staff Planner	\$ 115
Planner	\$ 120
Senior Planner	\$ 130
Project Planner	\$ 140
Senior Project Planner	\$ 145
Project Manager	\$ 155
Senior Project Manager	\$ 175
Director of Planning	\$ 185
Planning Principal	\$ 205

LANDSCAPE ARCHITECTURE CONSULTANT

Classification	Hourly Rate
Staff Landscape Architect	\$ 105
Landscape Architect	\$ 130
Project Landscape Architect	\$ 150
Project Manager	\$ 160
Group Manager	\$ 170

TECHNICAL SUPPORT

Classification	Hourly Rate
Drafting	
CADD I	\$ 80
CADD II	\$ 90
CADD III	\$ 100
CADD Manager	\$ 100
Senior CADD Manager	\$ 125
Design	
CAD Designer I	\$ 105
CAD Designer II	\$ 115
CAD Designer III	\$ 130

CONSTRUCTION AND INSPECTION

Classification	Hourly Rate
Construction Inspector	\$ 105
Senior Construction Inspector	\$ 115
Construction Manager	\$ 125

SURVEY FIELD CREWS

Classification	Hourly Rate
Instrument Professional	\$ 75
Party Chief	\$ 100
Senior Party Chief	\$ 110
Party Chief + Equipment	\$ 130
Senior Party Chief + Equipment	\$ 140
2 Man Crew + Equipment	\$ 170
Senior 2 Man Crew + Equipment	\$ 180



Hourly Rate Code and Fee Schedule

Effective January 1, 2022

ADMINISTRATIVE SUPPORT

Project Administration

Classification	Hourly Rate
Project Administrator	\$ 95
Project Coordinator	\$ 100
Senior Project Coordinator	\$ 110

General Administration

Classification	Hourly Rate
Administrative Assistant	\$ 75
Senior Administrative	\$ 95
Expert Witness	\$ 250

Accounting and Finance

Classification	Hourly Rate
Accountant	\$ 80
Senior Accountant	\$ 115
Controller	\$ 150

Human Resources

Classification	Hourly Rate
Human Resources Manager	\$ 115
Human Resources Director	\$ 155

Marketing

Classification	Hourly Rate
Marketing Assistant	\$ 75
Marketing Coordinator	\$ 100
Marketing Manager	\$ 130
Marketing Director	\$ 185

Compensation for in-house items of expense and other charges incurred in connection with the performance of contract shall be in accordance with the following schedule:

IN-HOUSE REIMBURSABLES

Classification	Rate	Unit
Vehicle Travel	\$ 0.56	per mile
Letter or Legal Copies (B&W)	\$ 0.15	per copy
Letter or Legal Copies (Color)	\$ 0.75	per copy
11" x 17" copies (B&W)	\$ 0.35	per copy
11" x 17" copies (Color)	\$ 1.50	per copy
Large Format Copies (24" x 36")	\$ 1.50	per copy
Paper Plot (24" x 36")	\$ 4.75	per plot
Color Graphic (Image Quality)	\$ 10.00	per square foot
24" x 36" Vellum Plot	\$ 7.00	per plot
24" x 36" Mylar Plot	\$ 9.00	per plot
Peripheral Reimbursable Expenses	At Cost + 10%	per mile

INTEREST CHARGES

Type	% Interest	Number of Days
Unpaid Invoices	3.00%	30



Standard Business Terms and Conditions

These Standard Terms and Business Conditions (these "Terms and Conditions") are attached to, and made part of, certain Proposals or Agreements for services by RWA Inc. (The Design Professional) to the Client identified below (the "Client"). These Terms and Conditions shall be deemed to be incorporated within such Proposals or Agreements. As used in these Terms and Conditions, the term "This Agreement" shall refer to these Terms and Conditions together with such Proposals and Agreements.

1.0 Access To Site:

Unless Client provides written notice to the contrary to the Design Professional, the Design Professional will have access to the Client's site for activities necessary for the performance of the services. The Design Professional will take precautions to minimize damage resulting from these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be liable to the Client or any third party for any such damage except to the extent expressly provided in the Terms and Conditions. The Client agrees to investigate for and notify the Design Professional of any and all dangerous or harmful conditions on or around the site and the Client will be liable for any damage to the Design Professional's property and equipment or any injury to the Design Professional's personnel resulting from any such condition.

2.0 Information from Client:

The Client will provide all information requested by the Design Professional including, but not limited to, supporting information, extraordinary project considerations, special services required, deeds, easements, rights of way, and all other information requested by the Design Professional in order for the Design Professional to provide the services described in the Agreement. The Design Professional shall be entitled to rely upon such information and shall have no liability as a result of any inaccuracy or incompleteness of any such information.

3.0 Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and the Design Professionals shall first be submitted to pre-suit mediation. Prior to the filing of any litigation by the Client or the Design Professional against the other (and, except as described below, as a precondition to any such filing), the Client and the Design Professional shall engage in pre-suit mediation. Such mediation may be requested by either party, at any time, and shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request the Circuit Court in the county in which the Project is located (or the Mediation Coordinator, if any, for the Courts of the county in which the Project is located) to appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not peremptorily. While the request for and the conducting of such a mediation shall be a precondition to the filing of a civil action, in the event that either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then a suit may be filed before mediation is conducted, provided that mediation is requested before, or simultaneously with, the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the Complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall therefore grant the defendant an appropriate extension of time to respond to the Complaint so as to permit the mediation to be conducted before the defendant must so respond.

The Client and the Design Professional agree that any litigation between them arising out of, resulting from or relating to this Agreement or the Project shall be venued, and shall only be venued (i.e., exclusively), in a state court of competent jurisdiction in the county in which the Project is located.

In the event of any litigation between the Client and the Design Professional arising out of, resulting from or relating to this Agreement or the Project, the prevailing party shall be entitled to recover the prevailing party's reasonable attorneys' fees and court costs, at the trial and at all appellate levels.

The Client and the Design Professional agree to include this pre-suit mediation obligation in any agreements or contracts with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for pre-suit mediation as the first method for dispute resolution among all parties. In the event that such pre-suit mediation does not resolve all of the issues among the parties, the parties may then seek other relief in law or at equity.

4.0 Standard of Care and Allocation of Risk:

The Design Professional's services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Design Professional's profession who are acting in the community in which the services are provided under similar circumstances. If the Design Professional's services fall below this standard of care, then the Client will provide notice of the same to the Design Professional and allow the Design Professional an opportunity to correct such services before the Design Professional shall be

liable for any damages suffered or incurred by the Client as a result of such failure of the Design Professional to meet the aforesaid standard of care.

The Design Professional and the Client recognize that this Project involves risk. The Client and the Design Professional have had the opportunity to consider the relative risks, rewards and benefits of the project to both the Client and the Design Professional and desire to allocate the risks in light of these rewards and benefits. While the Design Professional shall be liable for its negligent acts and errors, the Design Professional and the Client hereby agree as follows regarding the Design Professional's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Design Professional, the Design Professional's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Design Professional be liable for the cost of the labor, equipment, services or materials which the Design Professional negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever, whether based on negligence, breach of contract, strict liability, or any other cause of action, for which the Design Professional may otherwise be liable, the Client agrees that the maximum amount for which the Design Professional may be responsible or liable is \$10,000.00, or the Design Professional's fees in relation to this Project, whichever is less.

FURTHER AS PART OF THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY AND PURSUANT TO FLORIDA STATUTE SECTION 558.0035 THE CLIENT AGREES AND WILL NOT HOLD INDIVIDUALLY LIABLE ANY DESIGN PROFESSIONAL EMPLOYEE OR DESIGN PROFESSIONAL AGENT OF THE DESIGN PROFESSIONAL FOR ANY ECONOMIC DAMAGES, EXCEPT THOSE DAMAGES INVOLVING PERSONAL INJURIES OR THOSE TO PROPERTY NOT THE SUBJECT OF THIS AGREEMENT, THAT MAY RESULT FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THE PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT. It is the intent of the Design

Professional and Client that this allocation of risk and limitation of liability comply fully with Florida law in all respects. If any word, clause or provision of this Limitation of Liability section is determined not to be in compliance with Florida law, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect

5.0 Waiver of Consequential Damages

Any other provisions of this Agreement to the contrary notwithstanding, and to the fullest extent permitted by law, except as expressly set forth in clause "(i)" of the Standard of Care and Allocation of Risk section set forth above, neither the Client nor the Design Professional, or any of their respective officers, directors, partners, employees, contractors, subcontractors, consultants or subconsultants, shall be liable to the other, or shall make any claim, for any incidental, indirect, resulting or consequential damages arising out of or connected in any way to this Project or to this Agreement. This mutual waiver of incidental, indirect, resulting and consequential damages shall include, but not necessarily be limited to, any and all claims for loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other form of incidental, indirect, resulting or consequential damages that either party may have incurred, regardless of whether or not any such party's cause of action is based upon contract, tort, statute or otherwise. Both the Client and the Design Professional shall require similar waivers of incidental, indirect, resulting and consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in this Project; provided, however, that the failure to require such waivers shall not in any way negate the full extent of the waiver expressed in this paragraph as between the Client and the Design Professional.

6.0 Indemnification:

In addition, and notwithstanding any other provisions of this Agreement, the Client will, to the fullest extent permitted by law, indemnify, defend and hold harmless the Design Professional, its officers, directors, employees, agents and sub-consultants (collectively for this Indemnification section Design Professional) against all damages, liabilities or costs including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence acts or negligent failure to act by the Design Professional. The amount of such indemnification shall not exceed, per occurrence, the total contract price. For the purposes of these Terms and Conditions, the "Total Contract Price" is the aggregate price to be paid by the Client to the Design Professional for all services rendered to the Client pursuant to the terms of this Agreement.

Client's duty to defend under this Indemnification section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Design Professional. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Client.

The Client's obligation to indemnify and defend the Design Professional will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Design Professional for any matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

If any word, clause or provision of this Indemnification section is determined not to be in compliance with Section 725.06, Florida Statutes, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the Client and the Design Professional that this indemnification comply fully with Section 725.06, Florida Statutes, including any amendments thereto, in all respects.

The Client and the Design Professional agree that the limitation of the indemnification to the Total Contract Price is a monetary indemnification limitation figure which bears a commercially reasonable relationship to this Agreement. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which the Design Professional is entitled.

7.0 Public Agency:

To the extent that the Client is a public agency and the public agency Client requires that the Design Professional indemnify the public agency client, the Design Professional will indemnify and hold harmless the public agency Client, its officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Design Professional, the Design Professional's employees or persons utilized by the Design Professional in the performance of this Agreement.

The public agency Client and the Design Professional agree that the amount of the Design Professional's indemnification shall not exceed the total contract price paid to the Design Professional by the public agency Client. For the purposes of these Terms and Conditions, the "Total Contract Price" is the aggregate price to be paid by the public agency Client to the Design Professional for all services rendered to the public agency Client pursuant to the terms of this Agreement.

If any word, clause or provision of section 7.0 is determined not to be in compliance with Section 725.06, Florida Statutes, and Section 725.08, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the public agency Client and the Design Professional that this indemnification comply fully with Section 725.06 and Section 725.08, Florida Statutes, including any amendments thereto, in all respects. The public agency Client and the Design Professional agree that the limitation of the indemnification to the Total Contract Price is a monetary indemnification limitation figure which bears a commercially reasonable relationship to this Agreement.

Section 7.0 does not apply to any Client that is not a public agency.

8.0 Billings/Payments:

The Design Professionals' standard billing rates will increase annually to reflect increases in inflation. Time and Material Expenses ("T/M/E") fees shall be billed monthly based on the time and materials expenses incurred to the billing date, plus reimbursable expenses, in accordance with the Design Professionals' Rate Code Schedule in effect at the time services are rendered. Any T/M/E estimate is for informational purposes only. The actual fee may be more or less than the estimate and is based on the Rate Code Schedule in effect at the time services are rendered. Lump sum fees shall be billed monthly based on a percentage of the Design Professional's agreement of scope completion. If extra or additional work is ordered, the Design Professionals will be paid on a time and materials basis in the absence of any other express written agreement between the parties.

Invoices shall be payable within 30 days after the invoice date. The progress of the Design Professionals' service requires prompt payment. Past due amounts may incur a late fee of 1.5 % per month and the Design Professionals can, upon giving 7 days written notice to the Client, suspend services until payment in full is received (in addition to any other remedy available to the Design Professionals). Retainers shall be credited on the final invoice. The Design Professionals are entitled to collect reasonable fees and costs, including collection agency fees, attorney's fees and interest, as required to obtain collection of any fees under this Agreement. The Client acknowledges that the Design Professionals will invoice once each month. If the Client has any questions on the invoice, the Client agrees to send documentation noting the disputed charges to the Design Professionals' project manager within fifteen (15) working days of receipt of the invoice. Failure of the Client to provide such notice to the Design Professionals within this period shall be deemed an acceptance by the Client that the invoice is correctly rendered to the Client and therefore payable within the prescribed time. In the event of disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid by the Client without delay. No interest will accrue on any contested portion of the billing until the dispute is mutually resolved, so long as such dispute was made in good faith. The Client will exercise reasonableness in contesting any billing or portion thereof. Should the Client fail to pay the Design Professionals when payment is due, such failure shall be deemed a material breach of this Agreement. In such event, the Design Professionals' may seek all available remedies under this Agreement, at law or in equity. Failure of the Design Professionals to immediately assert a claim for such breach will not be deemed a waiver of the Design Professionals' right to assert such claim or any other claim.

9.0 Reimbursables:

Project related expenses such as travel; lodging; subsistence; long distance communication; postage; shipping; reports, drawing and/or specification reproduction; and Client authorized overtime, are all reimbursable expenses. Unit billings will be charged per the Design Professional's current rate code schedule. Out-of-pocket expenses will be billed at cost plus ten percent (10%).

10.0 Taxes

In the event that any taxes or fees on the Design Professional's services or reimbursable expenses are imposed by any governmental authority, the same shall be added to the Design Professional invoices under this Agreement, and shall be the responsibility of the Client.

11.0 Adjustment of Hourly Rates and Renegotiation of Fees

Hourly rates and all rates in the Design Professional's current rate code schedule are subject to periodic review and adjustment. Moreover, the Design Professional reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered. The Design Professional and the Client agree to exercise good faith in any such renegotiation.

12.0 Budgetary Limitations

The Client shall advise the Design Professional in writing either before execution, or within 15 days of execution, of this Agreement, of any budgetary limitations for the overall Project Cost or Construction Cost. The Design Professional will endeavor to work within those limitations. However, the Design Professional does not guarantee that any opinions it may render regarding the probable cost of construction or of any aspect of the Project will not differ materially from quoted fees, submitted bids, negotiated prices or actual costs ultimately incurred. If Client wishes greater assurance as to probable construction costs, or if formal estimates are otherwise desired, the Client must employ the services of an independent cost estimator.

13.0 Excluded Services

The Design Professional will provide only those services described in the Scope of Services that is a part of this Agreement. The Design Professional shall have no responsibility or liability whatsoever for any services beyond those specifically described in the Scope of Services, and any and all other services are specifically excluded.

14.0 Construction Phase

During any site visits or when the Design Professional otherwise observes the contractor's(s') work in progress, the Design Professional shall not supervise, direct or have control over the contractor's(s') work, nor shall the Design Professional have any authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractor(s), or for any safety precautions or programs incident to the work of the contractor(s), or for any failure of the contractor(s) in furnishing or performing its(their) work. The Design Professional neither guarantees the performance of any construction contracts by contractor(s), nor assumes responsibility or liability for the contractor's(s') failure to furnish or perform its(their) work in accordance with the applicable contract documents.

15.0 Legal Interpretations Not Provided

The services and work proposed to be performed pursuant to this Agreement are based upon the services of a professional engineer, professional land surveyor and/or professional land planner, and do not and will not under any circumstances constitute the rendering of legal advice, legal opinions or legal services. Any interpretation of laws, rules, regulations or ordinances are based solely upon the professional opinions of the Design Professional as a design professional. The Client understands that the same are not intended as legal opinions,

and the Client shall in any and all such instances secure adequate legal counsel as may be needed for the Client's needs related to the Project.

16.0 Cooperation with Other Consultants or Client's Attorney

A number of issues may arise relating to this Project for which legal advice and services may be required. Any and all legal advice or services are beyond the scope of this Agreement, and the Client agrees that the Client shall retain such attorneys as may be necessary in order to render legal advice and services as needed for the Project. Such attorneys shall participate as professional team members, and the Client will serve as project coordinator between the Design Professional and such attorneys and any and all other consultants or professionals who may be necessary for the success of the Project, and the Client shall ensure the cooperation with the Design Professional of such attorneys and other consultants who have contracted directly with the Client. The fees and costs billed by such attorneys and other consultants shall be the sole responsibility of the Client, and the Design Professional shall have no responsibility or liability therefore whatsoever.

17.0 Permit and Application Fees:

The Client shall pay all permit and application fees required for project approvals directly to the authority having jurisdiction.

18.0 De Minimis Claims:

The Client agrees not to sue and otherwise to make no claim directly or indirectly against the Design Professionals on the basis of negligence, intentional tort, breach of contract or otherwise with respect to any act or omission of the Design Professionals unless the aggregate amount of such claim exceeds \$2,000. If a claim exceeds \$2,000, the Client may seek the entire amount of the claim (subject to the other provisions in these Terms and Conditions), including the first \$2,000.

19.0 Termination for Cause

This Agreement may be terminated by the Client upon 30 days' written notice in the event of a material breach hereof by the Design Professional, provided that the Design Professional does not cure such material breach within the 30-day period after it receives written notice of the same (describing the alleged breach in detail) or, in relation to matters which cannot be cured within such 30 days, unless the Design Professional has failed to initiate reasonable steps to cure such breach. In the event of a cure or the undertaking of reasonable steps to cure by the Design Professional within such 30-day period, the Client shall have no right to terminate for cause. This Agreement may be terminated by the Design Professional in the event that any of its statements have not been paid within seventy days of the date when such payment was due, provided that the Client shall have the right to cure such default by making payment (including applicable interest) within seven days of its receipt of a written notice from the Design Professional describing the default in payment.

19.1 Termination for Convenience

This Agreement may be terminated for convenience by the Client upon 30 days' advance written notice to the Design Professional. In such event, the Design Professional shall be entitled to be compensated for all services performed, and to be reimbursed for all reimbursable expenses incurred, through the effective date of termination; provided, however, that the Design Professional shall also be entitled to a termination expense equal to 10% of the total amount of fees to which the Design Professional is entitled through the effective date of termination. The Design Professional shall also have the right to terminate this Agreement for convenience upon 30 days' written notice to the Client, in which event the Design Professional shall be entitled to be compensated for all services rendered, and to be reimbursed for all reimbursable expenses reasonably incurred, through the effective date of termination. In the event of such a termination for convenience by either the Client or the Design Professional, all such amounts shall be paid to the Design Professional no later than 15 days following the effective date of such a termination for convenience. In either event, the amounts set forth herein shall be the sole amounts the Design Professional is entitled to receive and, in the event of a termination for convenience, neither party shall have any liability to the other for breach of contract as a result of such a termination for convenience.

20.0 Ownership of Documents:

All documents and other materials produced by the Design Professionals under this Agreement shall remain the property of the Design Professionals and may not be used by the Client for any other endeavor without the written consent of the Design Professionals.

21.0 Sub-consultant & Out-of-Pocket Expenses:

Sub-consultant contracts and out-of-pocket expenses will be administered at cost plus 10% of the sub-consultant contract fee or expenses incurred in connection to contract related work.

22.0 Environmental Conditions:

It is acknowledged by the parties that the Design Professional's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. The Client acknowledges that the Design Professional is performing professional services for the Client and the Design Professional is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990.

The Client will provide a site that complies with all applicable laws and regulations, and the Client will defend, indemnify and hold harmless the Design Professional, and its officers, directors, employees, agents, servants and representatives, from any and all claims of any nature whatsoever, including, but not limited to, reasonable attorneys' fees, which arise out of or relate to the presence of any asbestos, PCB, petroleum, radioactive materials, or other hazardous or toxic materials on the Project site. In the event any asbestos, PCB, petroleum, radioactive materials, or other hazardous or toxic materials are found to be present on the Project site, the Design Professional may, at its option and without any liability for any direct, incidental or consequential damages, suspend services until the Client (acting through appropriate specialist consultants) abates or removes any and all such asbestos, PCB, petroleum, radioactive materials, or hazardous or toxic materials from the Project site.

The Design Professional and the Client recognize that it is difficult to quantify or predict the extent of indemnification necessary to Section 22.0 beforehand and therefore agree not to assign a monetary limitation as to the indemnification obligation assumed by the Client in Section 22.0. The Client and the Design Professional agree that the indemnification in section 22.0, given the difficulty and uncertainty in predicting the extent of any discovery of asbestos, PCB, petroleum, radioactive materials, or other hazardous or toxic materials on the Project site, nevertheless bears a commercially reasonable relationship to this Agreement.

Client's duty to defend under this Indemnification section is independent and separate from the duty to indemnify. The indemnification in section 22.0 is in addition to and not in lieu of any common law indemnification to which the Design Professional is entitled.

If any word, clause or provision of this Indemnification section is determined not to be in compliance with Section 725.06, Florida Statutes, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the Client and the Design Professional that this indemnification comply fully with Section 725.06, Florida Statutes, including any amendments thereto, in all respects.

23.0 Project Delays:

The Client recognizes and agrees that various factors outside of the control of the Design Professional can delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The Client agrees that it shall not be entitled to any claim for damages against the Design Professional on account of delays from any cause whatsoever beyond the control of the Design Professional, including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; fire; inability to obtain materials; acts of god; severe weather; acts of war or terror; threatened acts of war or terror, or performance by any other party of any phase of the work pursuant to this Agreement. The Client hereby waives any claim for such delays against the Design Professional and, in the event of any such delay, the period of time for performance by the Design Professional shall be extended by the amount of such delay. Permitting is a regulatory function and the Design Professional does not guarantee issuance of any permit or imply any ability to expedite such issuance.

24.0 Agreement Not to Hire Employees

In consideration of the services to be provided by Design Professional pursuant hereto and, and in recognition of the time and expenses incurred by the Design Professional in the hiring and training of its employees, Client hereby agrees that, during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Client will not solicit for employment, offer employment to, or engage or hire (either as an employee, leased employee, or as an independent contractor) any person who, during the term of this Agreement, was an employee of the Design Professional. The Client acknowledges and agrees that in the event of a breach of this provision (which, by its own terms, will survive the termination of this Agreement), the Client will pay the Design Professional liquidated damages, and not as a penalty, an amount equal to one year's compensation of the employee who has been hired, based upon the compensation that was being paid to such employee immediately prior to his or her termination of employment with the Design Professional. Client and Design Professional may, by mutual agreement, elect to waive this provision.

25.0 General:

This Agreement constitutes the complete and exclusive statement of the agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior agreements, understandings and conversations, oral or written, on said subject matter. The provisions contained in this Agreement are severable. In the event that any of the provisions of this Agreement are unenforceable under applicable law, the remainder of this Agreement shall remain in full force and effect and such unenforceable provision shall be deemed modified to the minimal extent necessary to become enforceable under applicable law. Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party and any such attempted assignment or delegation is void (except that the Design Professional may assign or delegate its rights or obligations to an affiliated entity or, in the event of a change of control of the Design Professional, to its successor entity). The failure of either party to require strict performance by the other shall not constitute a waiver of any of such party's rights pursuant to this Agreement, or to thereafter require strict performance by the other party. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. This Agreement (1) may not be amended in the absence of a writing signed by each party, and (2) is governed by the laws of the state of Florida.



REQUIRED BILLING INFORMATION

IN ORDER TO ENSURE OUR INVOICES ARE ISSUED CORRECTLY, PLEASE FILL OUT THE FOLLOWING INFORMATION:

INVOICE ADDRESSEE INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

STREET ADDRESS: _____

CITY, STATE & ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

PO # (IF REQUIRED): _____

ACCOUNTS PAYABLE DEPARTMENT INFORMATION

CONTACT NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

**IF SPECIAL INVOICING PAY APPLICATION OR PAY REQUEST FORMS ARE REQUIRED,
PLEASE PROVIDE A COPY**

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

13



Mr. Chuck Adams
The Brooks Community Development District
c/o Wrathell, Hunt, and Associates, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, Florida 34135

**RE: Professional Services Agreement between FL GIS Solutions, LLC and
The Brooks Community Development District**

Dear Chuck:

We at FL GIS Solutions, LLC are excited to work with The Brooks Community Development District. Pursuant to our conversations, I am providing this professional services agreement.

General Agreements:

- I. **Services** – FL GIS Solutions, LLC will provide Geospatial services which include the following. Services performed by consultant include gathering and manipulating spatial data, inputting data into GIS geodatabase, and maintaining the CDD GIS Web application system.
 - A. For project maintenance The Brooks Community Development District “(BCDD)” will be billed at a rate of \$110.00 per hour. Updates include revising ownership information, adding/revising website hyperlinks and incorporating any master plan changes.
- II. **Compensation** – “BCDD” will pay FL GIS Solutions, LLC on a time and materials (T&M) basis for GIS services. FL GIS Solutions, LLC will provide monthly invoices to The Brooks Community Development District “(BCDD)” per the hourly rate of \$110.00 per hour. FL GIS Solutions, LLC will invoice “BCDD”, on the 1st of every month with payment expected within 15 days.
- III. **Termination** - This agreement may be terminated by either party with 30 days written notice. FL GIS Solutions, LLC will not assume liability for obligations to other parties caused by termination of this agreement.
- IV. **Data** - All data created for the project described in this agreement is the property of “BCDD” and will be turned over to “BCDD” at the completion or termination of this agreement.
- V. **Other** - This agreement is only between FL GIS Solutions, LCC and The Brooks Community Development District “(BCDD)”. No obligations to third parties are created by this agreement unless mutually agreed upon and amended in writing by both parties.
- VI. **Reimbursables** - Should “BCDD” request paper prints and or paper plots, the standard rate will be \$4.50 per square foot.



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

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**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED BALANCE SHEET
MARCH 31, 2022**

	General Funds	Debt Service Funds	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash & investments	\$2,270,599	\$1,339,753	\$ 3,610,352
Deposits	525	-	525
Accounts receivable	162,688	-	162,688
Due from other funds			
Brooks I			
General fund	-	68,975	68,975
Brooks II			
General fund	-	172,963	172,963
Due from other governments			
Brooks I			
General Fund	58,006	-	58,006
Total assets	<u>\$ 2,491,818</u>	<u>\$ 1,581,691</u>	<u>\$ 4,073,509</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Due to other funds			
Brooks I			
Debt service - series 2021	68,975	-	68,975
Brooks II			
Debt service - series 2021	73,421	-	73,421
Debt service - series 2017	99,542	-	99,542
Due to other governments			
Brooks II			
General fund	58,006	-	58,006
Due to clearing fund	123	-	123
Total liabilities	<u>300,067</u>	<u>-</u>	<u>300,067</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	162,688	-	162,688
Total deferred inflows of resources	<u>162,688</u>	<u>-</u>	<u>162,688</u>
Fund balances:			
Restricted for:			
Debt service	-	1,581,691	1,581,691
Capital outlay projects	480,652	-	480,652
Unassigned	1,548,411	-	1,548,411
Total fund balances	<u>2,029,063</u>	<u>1,581,691</u>	<u>3,610,754</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 2,491,818</u>	<u>\$ 1,581,691</u>	<u>\$ 4,073,509</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 MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 21,331	\$ 2,180,419	\$ 2,265,939	96%
Commons Club - share maint cost	168,872	168,872	163,749	103%
Coconut Road - cost sharing (mall contribution)	-	-	13,000	0%
Interest & miscellaneous	30	162	3,500	5%
Total revenues	<u>190,233</u>	<u>2,349,453</u>	<u>2,446,188</u>	96%
EXPENDITURES				
Administrative				
Supervisors	2,152	8,612	14,000	62%
Management	7,627	45,763	91,526	50%
Accounting	3,174	19,039	38,077	50%
Audit	-	2,499	19,000	13%
Legal	494	7,158	10,000	72%
Field management	3,632	21,789	43,576	50%
Engineering	1,717	10,001	30,000	33%
Trustee	-	-	12,900	0%
Dissemination agent	166	1,000	2,000	50%
Arbitrage rebate calculation	-	-	6,000	0%
Assessment roll preparation	-	27,000	37,500	72%
Telephone	87	518	1,035	50%
Postage	221	651	1,200	54%
Insurance	-	23,149	24,501	94%
Printing and binding	190	1,139	2,277	50%
Legal advertising	260	840	1,500	56%
Contingencies	143	1,795	3,999	45%
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>19,863</u>	<u>171,513</u>	<u>370,792</u>	46%
Water management				
Contractual services	26,374	169,297	371,488	46%
NPDES permit	360	18,038	17,000	106%
Aquascaping	450	450	30,000	2%
Aeration	-	-	65,000	0%
Aeration operating supplies	2,781	16,574	35,000	47%
Culvert cleaning	9,600	9,600	45,000	21%
Capital outlay-lake bank erosion	-	2,860	100,000	3%
Boundary exotic removal	-	13,944	48,000	29%
Miscellaneous	-	-	5,000	0%
Total water management	<u>39,565</u>	<u>230,763</u>	<u>716,488</u>	32%

**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 MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	5,525	13,000	43%
Electricity	3,308	18,286	28,000	65%
Miscellaneous	204	1,020	2,500	41%
Total lighting services	<u>3,512</u>	<u>24,831</u>	<u>43,500</u>	57%
Maintenance				
Railroad crossing lease	-	-	13,410	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>13,410</u>	0%
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	9,483	45,000	21%
Plant replacement supplies	-	2,131	80,000	3%
Maintenance supplies	-	4,200	29,999	14%
Electricity	53	254	500	51%
Irrigation water	7,636	41,540	110,000	38%
Electric - 41 entry feature/irrigation	676	3,686	10,000	37%
Contract services	-	7,670	8,000	96%
Irrigation repairs	-	28,307	14,999	189%
Landscape maintenance contract	-	312,437	680,000	46%
Irrigation management	-	3,149	12,600	25%
Total Coconut Rd. & Three Oaks Parkway	<u>8,365</u>	<u>412,857</u>	<u>991,098</u>	42%
Coconut Road Park				
Capital outlay - lighting	-	-	20,000	0%
License fees	-	-	1,050	0%
Plant replacements	-	-	12,000	0%
Other maintenance supplies	-	-	4,000	0%
Electric	895	4,039	9,000	45%
Irrigation water	518	3,009	6,000	50%
Sewer/water	-	369	3,000	12%
Contract services	12,455	32,954	45,000	73%
Building R&M	149	709	5,000	14%
Landscape maint contract	-	36,296	87,890	41%
Hardscape repairs	140	140	13,000	1%
Lighting repairs	-	4,697	5,000	94%
Hardscape maintenance	-	-	3,999	0%
CC building landscaping	-	4,772	11,500	41%
Total parks and recreation	<u>14,157</u>	<u>86,985</u>	<u>226,439</u>	38%

**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 MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Other fees and charges				
Property appraiser	-	3,555	4,127	86%
Tax collector	-	5,175	5,331	97%
Total other fees and charges	-	8,730	9,458	92%
Total expenditures	85,462	935,679	2,371,185	39%
Excess/(deficiency) of revenues over/(under) expenditures	104,771	1,413,774	75,003	
Fund balances - beginning	1,924,292	615,289	563,694	
Assigned: capital outlay projects	480,652	480,652	480,652	
Unassigned	1,548,411	1,548,411	158,037	
Fund balances - ending	<u>\$ 2,029,063</u>	<u>\$ 2,029,063</u>	<u>\$ 638,697</u>	

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
MARCH 31, 2022**

	Balance
ASSETS	
SunTrust	\$ 1,333,491
Centennial Bank	26,687
Finemark: MMF	29,032
Deposits	525
Accounts receivable	106,886
Total assets	\$ 1,496,621
 LIABILITIES & FUND BALANCES	
Liabilities:	
Due to other funds	
Brooks I	
Debt service - series 2021	68,975
Brooks II	
General fund	58,006
Due to clearing fund	81
Total liabilities	127,062
 DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	106,886
Total deferred inflows of resources	106,886
 Fund balances:	
Reserved for:	
Capital outlay projects	315,788
Unassigned	946,885
Total fund balances	1,262,673
Total liabilities, deferred inflows of resources and fund balances	\$ 1,496,621

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 12,571	\$ 1,431,259	\$ 1,488,722	96%
Commons Club - share maint cost	110,949	110,949	107,583	103%
Coconut Road - cost sharing (mall contribution)	-	-	8,541	0%
Interest & miscellaneous	13	63	2,300	3%
Total revenues	<u>123,533</u>	<u>1,542,271</u>	<u>1,607,146</u>	96%
EXPENDITURES				
Administrative				
Supervisors	1,414	5,658	9,198	62%
Management	5,011	30,067	60,133	50%
Accounting	2,085	12,509	25,017	50%
Audit	-	1,642	12,483	13%
Legal	325	4,703	6,570	72%
Field management	2,386	14,315	28,629	50%
Engineering	1,128	6,571	19,710	33%
Trustee	-	-	8,475	0%
Dissemination agent	109	657	1,314	50%
Arbitrage rebate calculation	-	-	3,942	0%
Assessment roll preparation	-	17,739	24,638	72%
Telephone	57	340	680	50%
Postage	145	427	788	54%
Insurance	-	15,209	16,097	94%
Printing and binding	125	748	1,496	50%
Legal advertising	171	552	986	56%
Contingencies	94	1,179	2,628	45%
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>13,050</u>	<u>112,684</u>	<u>253,902</u>	44%
Water management				
Contractual services	17,328	111,228	244,068	46%
NPDES permit	236	11,851	11,169	106%
Aquascaping	296	296	19,710	2%
Aeration	-	-	42,705	0%
Aeration operating supplies	1,827	10,889	22,995	47%
Culvert cleaning	6,307	6,307	29,565	21%
Capital outlay-lake bank erosion	-	1,879	65,700	3%
Boundary exotic removal	-	9,161	31,536	29%
Miscellaneous	-	-	3,285	0%
Total water management	<u>25,994</u>	<u>151,611</u>	<u>470,733</u>	32%

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	3,630	8,541	43%
Electricity	2,173	12,014	18,396	65%
Miscellaneous	134	670	1,643	41%
Total lighting services	<u>2,307</u>	<u>16,314</u>	<u>28,580</u>	57%
Maintenance				
Railroad crossing lease	-	-	8,810	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>8,810</u>	0%
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	6,230	29,565	21%
Plant replacement supplies	-	1,400	52,560	3%
Maintenance supplies	-	2,759	19,710	14%
Electricity	35	167	329	51%
Irrigation water	5,017	27,292	72,270	38%
Electric - 41 entry feature/irrigation	444	2,422	6,570	37%
Contract services	-	5,039	5,256	96%
Irrigation repairs	-	18,598	9,855	189%
Landscape maintenance contract	-	205,271	446,760	46%
Irrigation management	-	2,069	8,278	25%
Total Coconut Rd. & Three Oaks Parkway	<u>5,496</u>	<u>271,247</u>	<u>651,153</u>	42%
Coconut Road Park				
Capital outlay - lighting	-	-	13,140	0%
License fees	-	-	690	0%
Plant replacements	-	-	7,884	0%
Other maintenance supplies	-	-	2,628	0%
Electric	588	2,654	5,913	45%
Irrigation water	340	1,977	3,942	50%
Sewer/water	-	242	1,971	12%
Contract services	8,183	21,651	29,565	73%
Building R&M	98	466	3,285	14%
Landscape maint contract	-	23,846	57,744	41%
Hardscape repairs	92	92	8,541	1%
Lighting repairs	-	3,086	3,285	94%
Hardscape maintenance	-	-	2,628	0%
CC building landscaping	-	3,135	7,556	41%
Total parks and recreation	<u>9,301</u>	<u>57,149</u>	<u>148,772</u>	38%

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees & charges				
Property appraiser	-	2,336	2,711	86%
Tax collector	-	3,370	3,502	96%
Total other fees & charges	-	5,706	6,213	92%
Total expenditures	<u>56,148</u>	<u>614,711</u>	<u>1,568,163</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	67,385	927,560	38,983	
Fund balances - beginning	1,195,288	335,113	301,255	
Assigned: capital outlay projects	315,788	315,788	315,788	
Unassigned	946,885	946,885	24,450	
Fund balances - ending	<u>\$ 1,262,673</u>	<u>\$ 1,262,673</u>	<u>\$ 340,238</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
MARCH 31, 2022**

	Balance
ASSETS	
BankUnited	\$ 101,150
SunTrust	728,444
Centennial Bank	51,795
Accounts receivable	55,802
Due from other governments	
Brooks I	
General fund	58,006
Total assets	\$ 995,197
 LIABILITES & FUND BALANCES	
Liabilities:	
Due to other funds	
Brooks II	
Debt service - series 2017	99,542
Debt service - series 2021	73,421
Due to clearing fund	42
Total liabilities	173,005
 DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	55,802
Total deferred inflows of resources	55,802
 Fund balances:	
Reserved for:	
Capital outlay projects	164,864
Unassigned	601,526
Total fund balances	766,390
 Total liabilities, deferred inflows of resources and fund balances	 \$ 995,197

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 8,760	\$ 749,160	\$ 777,217	96%
Commons Club - share maint cost	57,923	57,923	56,166	103%
Coconut Road - cost sharing (mall contribution)	-	-	4,459	0%
Interest & miscellaneous	17	99	1,201	8%
Total revenues	<u>66,700</u>	<u>807,182</u>	<u>839,043</u>	96%
EXPENDITURES				
Administrative				
Supervisors	738	2,954	4,802	62%
Management	2,616	15,696	31,393	50%
Accounting	1,089	6,530	13,060	50%
Audit	-	857	6,517	13%
Legal	169	2,455	3,430	72%
Field management	1,246	7,474	14,947	50%
Engineering	589	3,430	10,290	33%
Trustee	-	-	4,425	0%
Dissemination agent	57	343	686	50%
Arbitrage rebate calculation	-	-	2,058	0%
Assessment roll preparation	-	9,261	12,863	72%
Telephone	30	178	355	50%
Postage	76	224	412	54%
Insurance	-	7,940	8,404	94%
Printing and binding	65	391	781	50%
Legal advertising	89	288	515	56%
Contingencies	49	616	1,372	45%
Annual district filing fee	-	120	120	100%
ADA website compliance	-	72	120	60%
Communication	-	-	343	0%
Total administrative	<u>6,813</u>	<u>58,829</u>	<u>116,893</u>	50%
Water management				
Contractual services	9,046	58,069	127,420	46%
NPDES permit	124	6,187	5,831	106%
Aquascaping	154	154	10,290	1%
Aeration	-	-	22,295	0%
Aeration operating supplies	954	5,685	12,005	47%
Culvert cleaning	3,293	3,293	15,435	21%
Capital outlay-lake bank erosion	-	981	34,300	3%
Boundary exotic removal	-	4,783	16,464	29%
Miscellaneous	-	-	1,715	0%
Total water management	<u>13,571</u>	<u>79,152</u>	<u>245,755</u>	32%

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	1,895	4,459	42%
Electricity	1,135	6,272	9,604	65%
Miscellaneous	70	350	858	41%
Total lighting services	<u>1,205</u>	<u>8,517</u>	<u>14,921</u>	57%
Maintenance				
Railroad crossing lease	-	-	4,600	0%
Total maintenance	<u>-</u>	<u>-</u>	<u>4,600</u>	0%
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	3,253	15,435	21%
Plant replacement supplies	-	731	27,440	3%
Maintenance supplies	-	1,441	10,290	14%
Electricity	18	87	172	51%
Irrigation water	2,619	14,248	37,730	38%
Electric - 41 entry feature/irrigation	232	1,264	3,430	37%
Contract services	-	2,631	2,744	96%
Irrigation repairs	-	9,709	5,145	189%
Landscape maintenance contract	-	107,166	233,240	46%
Irrigation management	-	1,080	4,322	25%
Total Coconut Rd. & Three Oaks Parkway	<u>2,869</u>	<u>141,610</u>	<u>339,948</u>	42%
Coconut Road Park				
Capital outlay - lighting	-	-	6,860	0%
License fees	-	-	360	0%
Plant replacements	-	-	4,116	0%
Other maintenance supplies	-	-	1,372	0%
Electric	307	1,385	3,087	45%
Irrigation water	178	1,032	2,058	50%
Sewer/water	-	127	1,029	12%
Contract services	4,272	11,303	15,435	73%
Building R&M	51	243	1,715	14%
Landscape maint contract	-	12,450	30,146	41%
Hardscape repairs	48	48	4,459	1%
Lighting repairs	-	1,611	1,715	94%
Hardscape maintenance	-	-	1,372	0%
CC building landscaping	-	1,637	3,945	41%
Total parks and recreation	<u>4,856</u>	<u>29,836</u>	<u>77,669</u>	38%

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees & charges				
Property appraiser	-	1,219	1,416	86%
Tax collector	-	1,805	1,829	99%
Total other fees & charges	<u>-</u>	<u>3,024</u>	<u>3,245</u>	93%
Total expenditures	<u>29,314</u>	<u>320,968</u>	<u>803,031</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	37,386	486,214	36,012	
Fund balances - beginning	<u>729,004</u>	<u>280,176</u>	<u>262,439</u>	
Assigned: capital outlay projects	<u>164,864</u>	<u>164,864</u>	<u>164,864</u>	
Unassigned	<u>601,526</u>	<u>601,526</u>	<u>133,587</u>	
Fund balances - ending	<u><u>\$ 766,390</u></u>	<u><u>\$ 766,390</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)
MARCH 31, 2022**

	Balance
ASSETS	
Due from other funds	
Brooks I	
General Fund	\$ 68,975
Total assets	\$ 68,975
 LIABILITIES & FUND BALANCES	
Liabilities:	\$ -
Total liabilities	-
 Fund balances:	
Restricted for:	
Debt service	68,975
Total fund balances	68,975
 Total liabilities & fund balances	\$ 68,975

**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 MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ 699	\$ 79,371	\$ 82,750	96%
Assessment prepayments	-	85,360	-	N/A
Total revenues	<u>699</u>	<u>164,731</u>	<u>82,750</u>	199%
EXPENDITURES				
Debt service				
Principal prepayment	-	85,360	55,000	155%
Interest	-	15,508	27,750	56%
Total debt service	<u>-</u>	<u>100,868</u>	<u>82,750</u>	122%
Excess/(deficiency) of revenues over/(under) expenditures	699	63,863	-	
Fund balances - beginning	68,276	5,112	-	
Fund balances - ending	<u>\$ 68,975</u>	<u>\$ 68,975</u>	<u>\$ -</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)
MARCH 31, 2022**

	Balance
ASSETS	
Investments:	
Revenue	\$ 1,065,133
Prepayment	649
Reserve	273,970
Interest	1
Due from other funds	
Brooks II	
General fund	99,542
Total assets	\$ 1,439,295
 LIABILITIES & FUND BALANCES	
Liabilities:	\$ -
Total liabilities	-
 Fund balances:	
Restricted for:	
Debt service	1,439,295
Total fund balances	1,439,295
 Total liabilities & fund balances	 \$ 1,439,295

**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 MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 12,337	\$ 1,052,542	\$ 1,094,797	96%
Interest	6	20	-	N/A
Total revenues	<u>12,343</u>	<u>1,052,562</u>	<u>1,094,797</u>	96%
EXPENDITURES				
Debt service				
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	12,343	906,692	(12,944)	
Fund balances - beginning	<u>1,426,952</u>	<u>532,603</u>	<u>529,183</u>	
Fund balances - ending	<u><u>\$ 1,439,295</u></u>	<u><u>\$ 1,439,295</u></u>	<u><u>\$ 516,239</u></u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2003)
MARCH 31, 2022**

	Balance
ASSETS	
Due from other funds	
Brooks II	
General fund	\$ 73,421
Total assets	\$ 73,421
 LIABILITIES & FUND BALANCES	
Liabilities:	\$ -
Total liabilities	-
 Fund balances:	
Restricted for:	
Debt service	73,421
Total fund balances	73,421
 Total liabilities & fund balances	\$ 73,421

**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 MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 1,052	\$ 89,759	\$ 93,438	96%
Total revenues	<u>1,052</u>	<u>89,759</u>	<u>93,438</u>	96%
EXPENDITURES				
Debt service				
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	1,052	68,183	-	
Fund balances - beginning	72,369	5,238	119,509	
Fund balances - ending	<u>\$ 73,421</u>	<u>\$ 73,421</u>	<u>\$ 119,509</u>	

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

151

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 January 26, 2022 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	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
Jim Ward	President of The Commons Club
David Dore-Smith	General Manager/Copperleaf Golf Club

Residents present were:

Randy Kemnitz	Sue Kemnitz	Cindy Nielsen	Beth Smith
Sandra Wilson	Joe Wagley	Rod Woolsey	Bart Ruggiero
Susan Bolger	Bill Hollister	Ed Pieper	Sena Drawer
Alex Messerle	Terry Eboch	Joe Archesky	Ken Kadel
Andrew Bregman			

44 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

45

46 Mr. Adams called the meeting to order at 1:01 p.m. For Brooks of Bonita Springs, all
47 Supervisors were present, in person. For Brooks of Bonita Springs II, Supervisors Pierce, Gould,
48 Bartoletti and Bertucci were present, in person. Supervisor Brown was not present at roll call.

49 ▪ **Discussion: Copperleaf Lake Change for Project 2024 (Ken Kadel & David Dore-Smith)**

50 **This item, previously the Seventh Order of Business, was presented out of order.**

51 Mr. Dore-Smith presented the Proposed Site Plan, which identified the 0.147 acres of
52 CDD property to be altered to potentially add more parking spaces. He was waiting for approval
53 from RCS on the concept of filling in a portion of an RCS lake to create more room for a poolside
54 cafe. Project 2024 is underway and focus group meetings on the concept are scheduled for next
55 week, with Town Hall meetings in March and voting in April. There is a ½ acre of excess lake
56 available and the lake could be expanded and the fill used to offset costs and lake reduction.

57 Regarding environmental permits, Mr. Dore-Smith stated that CGC engaged
58 GradyMinor to perform the necessary studies, obtain environmental permits and ensure all
59 areas are engineered as specified.

60 The Boards advised Mr. Dore-Smith to continue pursuing this and keep all parties
61 updated. He was asked to also note that flooding is a critical aspect of the decision.

62 ▪ **Update: Pickleball Play Information**

63 **This item, previously the Ninth Order of Business, was presented out of order.**

64 Resident Randy Kemnitz, representing the Pickleball Club, gave a Power Point
65 presentation about pickleball in the community. Questions submitted by Mr. Bartoletti and Mr.
66 Merritt were addressed. He reviewed statistics about the reservation system, memberships,
67 events, open play, league play and court usage. He noted some lighting issues.

68 Mr. Kemnitz stated CourtReserve is working on the reservation system to have random
69 lotteries. He discussed having guest play slots and the process that allows renters to access
70 CourtReserve. In his opinion, the community is years behind others and needs more courts.

71 Mr. Kemnitz responded to questions about the statistics, defined the types of players
72 using the courts and length of play and stated the system has restrictions to prevent Club
73 Members from playing every day. Non-residents are told the reservation system is for the

74 exclusive use of verified residents. Mr. Bartoletti thanked Mr. Kemnitz for his efforts in
75 continuing to build the database and asked him to attend the next meeting.

76 Mr. Kemnitz stated that the reservation system cannot measure the number of unfilled
77 demands but signups for registration continues to grow; about three or four signups are
78 received daily and the number typically increases during the season.

79

80 **SECOND ORDER OF BUSINESS**

Public Comments (*agenda items only*)

81

82 Resident Terry Eboch stated a group of 16 players played at 7:00 a.m., this Sunday, due
83 to the difficulty scheduling times later in the day. He thanked the CDDs for working on this and
84 working in conjunction with The Commons Club, which he hoped would continue.

85 Resident Andrew Bregman, on behalf of the mid to upper-70 age group, asked the CDDs
86 to act promptly, before those residents become disenfranchised and too old to play.

87 Mr. Bartoletti encouraged everyone to relay this information in their neighborhood to
88 prevent further delays, as support from all taxpayers is needed to proceed with the expansion.

89

90 **THIRD ORDER OF BUSINESS**

Landscape Report: GulfScapes

91

92 Mr. Grimes reported the following:

93 ➤ The flower rotation was scheduled for the first week in March.

94 ➤ Hardwood trimming was expected to be completed in a week to 10 days.

95 ➤ The technician is repairing a broken mainline at Three Oaks; the contractor will incur the
96 repair costs.

97 ➤ The pine straw distributor cannot secure a delivery date due to supply chain issues.

98 Mrs. Adams stated that delivery is expected within two to four weeks; reasons for the
99 delays were recorded in the Field Operations Report.

100 ➤ The rotor moving project was completed.

101 ➤ The root barrier installation proposal is pending; a locations spreadsheet was prepared.

102 A Board Member asked about removing roots growing through the asphalt in about 14
103 areas. Mrs. Adams stated that Mr. Willis marked the areas and was waiting for a proposal from

104 Collier Paving. Mrs. Adams, Mr. Willis and Mr. Grimes will revisit the sequence of the project,
105 such as removing the root before installing the barrier.

106

107 **FOURTH ORDER OF BUSINESS**

Irrigation Report

108

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

110 **B. Meter Usage by Clock**

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

112 **D. Irrigation Water Update**

113 Mr. Grimes presented the Reports and highlighted the following:

114 ➤ Clock 1 still has the highest usage and was known to have issues more in November than
115 October. The IQ cartridge was under warranty and was replaced.

116 ➤ Rain delays were manually initiated on cold nights to keep the systems off.

117 ➤ High usage was due to warmer days and less rain.

118 ➤ Total water usage for October 2019/2020 was 5.742 million gallons and 4.6 million
119 gallons for October 2021. The figures were still under from two years ago and just over from
120 last year. The Report will be revised to include the third-year stats and other revisions.

121 ➤ Clock 6 has not recorded usage in four months. Mr. Grimes is working with RCS to
122 replace meters that are still running zero usage. He was not concerned, as they run alongside
123 another meter that is recording the usage.

124 Mr. Bartoletti presented a spreadsheet of actual costs; he expected costs will be within
125 the actual budget by year-end. He reviewed the cost-share irrigation figures between the CDDs
126 and The Commons Club.

127 Mr. Bartoletti stated he is working on providing a report properly allocating shared costs
128 to bill South Village and Coconut Point Mall. He voiced his opinion that the community looks
129 good and commended Mr. Grimes on a great job.

130 Mr. Grimes stated he is working on a landscape plan for the red light area at Coconut
131 Point to provide to Mrs. Adams.

132

133 **FIFTH ORDER OF BUSINESS**

**Update: Cane Toad Control Year-to-Date
Summary**

134

135

- 136 • **Consideration of Pesky Varmints, LLC Estimate #1791 for Cane Toad Control**
137 Mr. Adams reviewed the Year End Highlights and presented the proposal for Fiscal Year
138 2022, which was the same amount as last year. A Board Member stated that the Shadow Wood
139 community wants to continue the program, as they recognized the considerable benefit.

140

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr. Crawford, with all in favor, Pesky Varmints, LLC, Estimate #1791, for Cane Toad Control, in the amount of \$53,650, was approved.

144

On MOTION for Brooks of Bonita Springs II by Mr. Brown and seconded by Mr. Pierce, with all favor, Pesky Varmints, LLC, Estimate #1791, for Cane Toad Control, in the amount of \$53,650, was approved.

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In response to questions, Mr. Adams stated the entire lake bank perimeter includes the golf course side, they do not go into the preserve area, the Mediterra CDD is not removing the adult toads and is only doing tad pole collection on the golf course side and Shadow Wood is not participating in the cane toad control program on the golf course side.

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SIXTH ORDER OF BUSINESS

Consideration of Johnson Engineering, Inc., Professional Services Agreement for Stormwater Management Needs

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162

Mr. Adams presented the Professional Services Agreement to prepare and submit the 20-Year Stormwater Management Needs Analysis Report by June 30, 2022. The draft Report will be presented at the April Meeting.

162

163

164

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166

On MOTION for Brooks of Bonita Springs by Mr. Crawford and seconded by Mr. Stoehr, with all in favor, the Johnson Engineering, Inc., Professional Services Agreement to prepare the 20-Year Stormwater Management Needs Analysis Report, in the amount of \$12,650, was approved.

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171

On MOTION for Brooks of Bonita Springs II by Mr. Bertucci and seconded by Mr. Gould, with all favor, the Johnson Engineering, Inc., Professional Services Agreement to prepare the 20-Year Stormwater Management Needs Analysis Report, in the amount of \$12,650, was approved.

172

173 **SEVENTH ORDER OF BUSINESS**

**Discussion: Copperleaf Lake Change for
Project 2024 (Ken Kadel & David Dore-
Smith)**

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This item was presented following the First Order of Business.

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179 **EIGHTH ORDER OF BUSINESS**

**Discussion: South Village Shared Cost
Document Review (Supervisor Bartoletti)**

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182

Mr. Bartoletti stated that the Landscape Maintenance Agreements and Exhibits for the Shadow Wood Community were in the agenda package. The Coconut Point Agreement was distributed. It was noted that they were four years in arrears. Mr. Cox stated that Coconut Point was in the process of being served. Mr. Bartoletti discussed the Exhibits and Cost Sharing Calculations and noted plans to evaluate the way costs are allocated and billed.

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Mr. Cox stated that Coconut Point will be served before the first of the week and will be required to answer by the middle of February. He hoped the litigation would be completed by the April meeting.

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190

191 **NINTH ORDER OF BUSINESS**

Update: Pickleball Play Information

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193
194

This item was presented following the First Order of Business.

195 **TENTH ORDER OF BUSINESS**

**Update: Pickleball Agreement Discussions
with TCC**

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Mr. Bartoletti presented the PowerPoint prepared for the meeting. He discussed the background information and what has transpired. Costs to demolish the three existing courts, if necessary, and construct six new courts would be split 50/50 between the two entities.

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Mr. Bartoletti highlighted the following:

➤ The Commons Club's recent request for an improved land lease for the entire CDD park parcel, would result in no HOA or SWCC Pickleball Clubs or tennis court amenities on the land, and they want first right of refusal for any proposed amenity use.

205
206

➤ The original Johnson Engineering site plan provided the latest in design and allowed for further expansion of the pickleball courts.

207 ➤ All four HOA's were contacted and would approve the new Coconut Park land lease,
208 under certain terms pertaining to usage.

209 ➤ The Commons Club was working on determining a pickleball usage fee to submit within
210 30 days, as they would need to collect fees in order to maintain, repair, operate and replace the
211 courts. It was noted that The Commons Club will be required to obtain approval from the CDDs,
212 if they want to remove existing amenities, paths, etc.

213 ➤ A sketch identifying the location for the initial six courts with the potential for a
214 maximum of 11 courts was included.

215 ➤ Mr. Cox sent a draft of an improved Land Lease for the entire CDD Park Parcel to The
216 Commons Club and shared it with Mr. Crawford and Mr. Gould.

217 Discussion ensued regarding avoiding mitigating public use, engaging someone to
218 manage the courts, recouping public capital funding by obtaining 10-year financing and
219 executing a 10-year lease agreement with The Commons Club, subject to renewal.

220 Mr. Cox stated there is no court ruling to support the CDDs' stance on public access but
221 there are analogies that support proceeding with this method. He preferred the CDDs not use
222 any public funds at all but, if they do, it must be recoverable. A Board Member from The
223 Commons Club felt that further discussions to determine the best interests of all entities is
224 necessary and stated that The Commons Club did not make a commitment that they will not
225 impose an initiation fee; players will need to pay additional fees to use the courts.

226 Mr. Bartoletti stated, if The Commons Club is not agreeable to this structure, the only
227 solution would be for The Commons Club to manage the amenity and for the CDDs to create
228 and establish the Fee Structure for pickleball play and public play and then charge everyone for
229 The Commons Club's management costs of the Pickleball Players.

230 Mr. Crawford voiced his opinion that, although pickleball is a valuable amenity to the
231 community and to the players, he did not feel it is right to charge the entire community for the
232 500 or so residents that play pickleball. Mr. Pierce agreed with Mr. Crawford.

233 Resident Rod Woolsey felt that the initiation fee for The Brooks homeowners is a
234 significant difference that needs further discussion. Mr. Bartoletti agreed. Discussion ensued
235 between attendees regarding recovering costs, operational costs and The Brooks' membership
236 fees versus The Commons Club's membership fees.

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On MOTION for Brooks of Bonita Springs by Ms. Varnum and seconded by Mr. Merritt, with all in favor, authorizing Mr. Merritt and Mr. Bartoletti to continue negotiations with The Commons Club, under Mr. Cox’s legal guidance, to reach an agreement on the Pickleball Club matter, was approved.

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243
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245

On MOTION for Brooks of Bonita Springs II by Mr. Brown and seconded by Mr. Pierce, with all favor, authorizing Mr. Merritt and Mr. Bartoletti to continue negotiations with The Commons Club, under Mr. Cox’s legal guidance, to reach an agreement on the Pickleball Club matter, was approved.

246
247

ELEVENTH ORDER OF BUSINESS

**Discussion: Town Center Shared Costs
Calculation and Year End Reconciliation**

248
249
250

251 Mr. Bartoletti asked for confirmation that what he told resident Joe Archesky is
252 represented in the Reconciliation Report, which was that the CDD pays 100% for sewer/water
253 and The Commons Club would never be charged for this. He concluded this from the 2010
254 Shared-Cost Agreement with The Commons Club and the 2019 Year End Reconciliation Report
255 showing costs broken down by percentage. Mr. Adams stated he must research this to
256 determine if they need to reverse charges for restroom expenses.

257

TWELFTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of December 31, 2021**

258
259
260

261 Mr. Adams presented the Unaudited Financial Statements as of December 31, 2021. The
262 Financial Highlights Report was distributed in the meeting. Mrs. Adams stated that a miscode
263 of about \$5,500 for Coconut Grove Park “Lighting repairs” was actually for holiday lighting and
264 would be recoded to “Contract services”. A question was raised about the deficit amount in the
265 Series 2017 Debt Service Fund. Mr. Adams stated he would research and confirm what he
266 believed was a budget deficient due to timing of when revenues versus expenses are
267 processed. The financials were accepted.

268

THIRTEENTH ORDER OF BUSINESS

Approval of Minutes

269
270
271

Mr. Adams presented the following:

272 **A. October 27, 2021 Joint Regular Meeting**

273 The following changes were made:

274 Line 107: Change “Messerly” to “Messerle”

275 Line 139: Insert “rental” after “the”

276 Line 180: Change “buying into” to “pursuing” and insert “with The Commons Club” after
277 “Lease”

278 Line 270: Delete: “Mr. Crawford and Mr. Gould”

279 The following comments were in response to requests for updates:

280 ➤ Line 74: The Sherriff’s Office has not responded to Mr. Willis’ request for a copy of the
281 incident report. He was asked to obtain it from the Florida Department of Transportation
282 (FDOT).

283 ➤ Lines 95 through 97: Mr. Vince Barraco was considering the excessive water usage issue
284 on meters, along with the Total Flow Cycle Report.

285 ➤ Line 367: Mr. Adams was asked to email the Boards a copy of Mr. Richard Cherry’s email
286 from the Shadow Wood Country Club (SWCC) about CDD II selling the Wetland 3 parcel to
287 them.

288 Discussion ensued regarding requiring the SWCC to incur all costs associated with due
289 diligence and that this is not the right time to convey the request to homeowners in all four
290 communities because the costs might prohibit finalizing the sale.

291

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr. Stoehr, with all favor, the October 27, 2021 Joint Regular Meeting, as amended, were approved.

292

293

294

295

On MOTION for Brooks of Bonita Springs II by Mr. Bertucci and seconded by Mr. Pierce, with all favor, the October 27, 2021 Joint Regular Meeting, as amended, were approved.

296

297

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301 **B. November 30, 2021 Joint Special Meeting**

302 The following change was made:

303 Line 182: Delete “the collection mechanism for on-roll”

304

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313

On MOTION for Brooks of Bonita Springs II by Mr. Bertucci and seconded by Mr. Pierce, with all favor, the November 30, 2021 Joint Special Meeting Minutes, as amended, were approved.

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr. Stoehr, with all favor, the November 30, 2021 Joint Special Meeting Minutes, as amended, were approved.

314 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

315
316 **A. District Counsel: *Dan Cox, Esquire***

317 There was no report.

318 **B. District Engineer: *Johnson Engineering, Inc.***

319 There was no report.

320 **C. Operations: *Wrathell, Hunt and Associates, LLC***

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

322 **Mr. Crawford left the meeting and rejoined via telephone at 4:00 p.m.**

323 Mrs. Adams distributed the Field Operations Report, which differed from the one in the
324 agenda package, as slight changes were made to the sidewalk repair costs.

325 Mrs. Adams highlighted the following:

326 ➤ Littoral Removals: Mr. Willis was preparing a draft letter to all 16 Lighthouse Bay
327 homeowners, along with literature advising them not to touch the littorals or they could incur
328 replacement costs if it happens again. They were unable to identify who sprayed the littorals.
329 Solitude submitted a \$450 proposal to replace them.

330 ➤ The Village of Estero will request an easement, as they are funding all landscape
331 improvements in conjunction with their sidewalk installation project on the north side of
332 Coconut Road, from Oakwilde Drive to US 41. The project will be completed in two phases.

333 Mr. Bartoletti recalled earlier discussions with the Village of Estero and stated that Mr.
334 Ward will continue discussions about the CDD request for reasonable reimbursement of
335 maintenance and water usage costs.

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

337 • **NEXT MEETING DATE: April 27, 2022 at 1:00 P.M.**

- 338 ○ **QUORUM CHECK – BROOKS OF BONITA SPRINGS**
- 339 ○ **QUORUM CHECK – BROOKS OF BONITA SPRINGS II**

340

341 **FIFTEENTH ORDER OF BUSINESS** **Supervisors' Requests**

342

343 Mr. Bartoletti presented requests on behalf of Mr. Dore-Smith and other Board
344 Members, which resulted in the following:

345 ➤ Mrs. Adams to invite Mr. Dore-Smith and the new Golf Course Superintendent when
346 reviewing the littorals at Copperleaf to discuss the best location to plant.

347 ➤ Mrs. Adams to send SOLitude a work order to clear the opening where they stock fish.

348 Mrs. Adams stated that the lake bank audit is underway and projects will be done in
349 phases.

350 ➤ Mrs. Adams to update Ms. Varnum of the status of the lake bank at the address Mr.
351 Willis added to the audit.

352 ➤ Mr. Willis was asked to monitor Collier Paving's work on the sidewalk repair project.

353 ➤ Pickleball: Mr. Cox to prepare and email bullet point discussion items to Mr. Bartoletti
354 and Mr. Merritt before a Zoom meeting is scheduled with the appropriate parties.

355 ➤ Lighting Repairs: Repairs might be delayed due to supply chain issues.

356

357 **SIXTEENTH ORDER OF BUSINESS** **Public Comments (*non-agenda items, only;***
358 ***four (4)-minute time limit*)**

359

360 There were no public comments.

361

362 **SEVENTEENTH ORDER OF BUSINESS** **Adjournment**

363

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

365

366 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**
367 **Stoehr, with all in favor, the meeting adjourned at 4:05 p.m.**

368

369 **On MOTION for Brooks of Bonita Springs II by Mr. Pierce and seconded by Mr.**
370 **Brown, with all favor, the meeting adjourned at 4:05 p.m.**

371 **FOR BROOKS OF BONITA SPRINGS:**

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374

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376 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

377

378

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

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382

383

384 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

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

1511

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 March 7, 2022 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
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	Assistant Secretary
Thomas Bertucci	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Dan H. Cox (via telephone)	District Counsel
Brent Burford	District Engineer

Residents present were:

Gary Renaud	Ed Pieper	Cindy Nielsen	Ron Trotter
Alan Silverman	Sam Till	Sandra Wilson	Linda Thompson
Pam Gatz	Bill Hollister	Rod Woolsey	Pat Schoenleber
Carter Simpson	Andrew Bregman		

41 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

42

43 Mr. Adams called the meeting to order at 1:00 p.m. For Brooks of Bonita Springs,
44 Supervisors Merritt, Docherty and Stoehr were present, in person. Supervisor Crawford was
45 attending via telephone. Supervisor Varnum was not present. For Brooks of Bonita Springs II,
46 all Supervisors were present, in person.

47

48 **SECOND ORDER OF BUSINESS**

Public Comments (*agenda items only*)

49

50 Residents Gary Renaud, Ed Pieper, Cindy Nielsen, Ron Trotter, Alan Silverman, Sandra
51 Wilson and Pam Gatz commented in favor of approving plans for the CDDs to construct six new
52 regionally competitive pickleball courts and properly sized amenity and to spread the costs
53 across all residences within The Brooks. The following is a synopsis of the public comments,
54 opinions and statistics that were presented in support of more courts:

55 ➤ Petition: 50 Long Leaf homeowners and 1,200 from Shadow Wood signed the petition in
56 support of the CDDs building new courts.

57 ➤ Nearby Communities: Pelican Sound currently has 10 courts and plans to add eight
58 more. The Landings has eight courts. The Golf Club was also proactive in expansion.

59 ➤ Overall, with over 3,500 doors, the opinion is that the CDDs cannot keep up with the
60 demand for pickleball courts.

61 ➤ Management of the pickleball facility should be transferred to The Commons Club.

62 ➤ Enhancing a common area facility enhances home values, regardless of whether the
63 homeowner plays pickleball.

64 Resident Sam Till discussed his memberships at The Commons Club and at the Bonita
65 Bay Golf Club, which is expanding its pickleball courts at the members' expense. He is against
66 making all CDD homeowners pay for the pickleball amenity and asked why the Pickleball Club is
67 not paying for it.

68 Resident Sandra Wilson stated that non-pickleball players were polled and, of the
69 residents in her community who signed the petition, her household was the only one with
70 pickleball players.

71 Resident Pat Schoenleber supported building new courts and asked about liability
72 coverage and if everyone can use the amenity if the CDDs fund it. Mr. Bartoletti stated the
73 courts would be open to the public; the CDDs would establish non-resident fees.

74 Resident Linda Thompson voiced her opinion that pickleball is not a fad; rather, it is one
75 of the fastest growing sports in the country. She mentioned a community in Texas that is
76 building 30 courts, with the ability to build up to 60.

77 Mr. Bartoletti explained the requirements for all Board Members to adhere to the
78 Sunshine Law; therefore, all decisions and discussions can only take place at a public meeting.
79 He stated that he and Mr. Merritt were designated as the CDD Representatives to speak with
80 The Commons Club and present their recommendations to the other CDD Board Members
81 during a public meeting.

82

83 **THIRD ORDER OF BUSINESS**

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

84

85

86 Mr. Bartoletti presented the March 7, 2022 PowerPoint of the various actions and
87 discussions that transpired and ultimately resulted in the recommendation to the Boards, to
88 add six new pickleball courts to the existing three, which are in need of repair, and for The
89 Commons Club to manage the amenity.

90 The following items from the presentation helped form the conclusion:

91 ➤ The option of a shared cost land lease approach with The Commons Club is not viable,
92 as certain things did not make economic sense or would not achieve the CDDs' objectives.

93 ➤ Milestones that need to occur:

94 ✓ Authorize the District Engineer to develop a Site Plan for approval no later than
95 August 2022 and determine the Site Preparation Costs and Timing, once the
96 Village of Estero approves the Site Plan, which may take three to six months.

97 ✓ Hopefully bid the project within 30-days of Site Plan, approval; September, 2022.

98 ✓ Hold a Special Meeting to present the bids; \$800,000 is the expected cost but
99 the cost might be higher, due to costs of materials increasing nationwide.

100 ✓ Develop funding and operating costs.

101 ✓ Retain a Professional Services Company to develop classes of public and private
102 usages fees to keep the CDDs at arms-length, in the event of litigation.

103 Mr. Bartoletti made a motion. Comments were heard from several residents, Board
104 Members discussed numerous items to be included and expressed their opinions and the Board
105 Members were polled for their position on the matter.

106 Mr. Bartoletti restated his motion based on the comments and discussions and all Board
107 Members present were polled and unanimously approved the motion.

108

109 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by**
110 **Mr. Brown, with all favor, affirming support for a plan by authorizing the**
111 **expenditure of operating funds for an engineering firm to develop a site plan**
112 **for submission to the Village of Estero for approval, along with the cost**
113 **estimate for site preparation and timing, authorizing a law firm to develop a**
114 **Commons Club contract for managing the courts and engaging a professional**
115 **firm to identify the costs and develop the classes of public and private play**
116 **usage fees, was approved.**

117

118

119 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**
120 **Docherty, with all in favor, affirming support for a plan by authorizing the**
121 **expenditure of operating funds for an engineering firm to develop a site plan**
122 **for submission to the Village of Estero for approval, along with the cost**
123 **estimate for site preparation and timing, authorizing a law firm to develop a**
124 **Commons Club contract for managing the courts and engaging a professional**
125 **firm to identify the costs and develop the classes of public and private play**
126 **usage fees, was approved.**

127

128

129 ▪ **Consideration of M.R.I. Inspection LLC Proposals for Pipe Cleaning for Shadow Wood**
130 **and Copperleaf Neighborhoods**

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

132 Mrs. Adams distributed M.R.I. proposals for culvert cleaning for the Shadow Wood and
133 Copperleaf neighborhoods. The costs are dependent on the decision whether to have
134 structures found to contain 25%, 35% or 50% of debris in the pipe cleaned. She asked for
135 approval to proceed with those pipes at 50%, which will exceed the budget, as other repairs

136 were done earlier in the Fiscal Year. The Board Members voiced their concern about liability, if
137 they chose a percentage based solely on budget. Mrs. Adams stated that this is done every
138 three years to prevent flooding. Mr. Burford stated that cleaning those at 25% is recommended
139 because, at 50%, it reduces the amount of volume.

140

141 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**
142 **Crawford, with all in favor, the M.R.I. Inspection LLC Estimate #3283, for**
143 **Shadow Wood culvert cleaning structures containing 35% or more debris, in a**
144 **not-to-exceed amount of \$71,750, was approved.**

145

146

147 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by**
148 **Mr. Pierce, with all favor, the M.R.I. Inspection LLC Estimate #3283, for Shadow**
149 **Wood culvert cleaning structures containing 35% or more debris, in a not-to-**
150 **exceed amount of \$71,750, was approved.**

151

152

153 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**
154 **Crawford, with all in favor, M.R. I. Inspection LLC Estimate #3280, for**
155 **Copperleaf culvert cleaning structures containing 35% or more debris, in a not-**
156 **to-exceed amount of \$10,650, was approved.**

157

158

159 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by**
160 **Mr. Pierce, with all favor, M.R. I. Inspection LLC Estimate #3280, for Copperleaf**
161 **culvert cleaning structures containing 35% or more debris, in a not-to-exceed**
162 **amount of \$10,650, was approved.**

163

164

165 **▪ Update: Pickleball Courts**

166 **This Item was an addition to the agenda.**

167 Mr. Willis reported the following:

- 168 ➤ The new pickleball net was delivered today and ready for installation.
- 169 ➤ Quotes to resurface areas identified as trip hazards were being obtained.
- 170 ➤ The gate was repaired.
- 171 ➤ The pickleball area was pressure cleaned in December, 2021.

172 ➤ Bentley Electric repaired two lights and eight drivers on the light systems since
173 December 2021. They believe the reason the drivers are dying is due to age and they are
174 looking to purchase from other vendors, as the original vendor is no longer producing them.

175 A Board Member asked if all liability issues were being addressed. Mr. Willis replied
176 affirmatively; however, proposals are pending, so not all repairs are done. The Boards must
177 decide if they want to allow play to continue or to close the courts.

178 ▪ **Consideration of The Village of Estero’s South Marquee Request**

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

180 Mr. Adams presented the Village of Estero’s request to install a southbound marquee on
181 Three Oaks Imperial Parkway and the proposed landscape package. He stated that the Village
182 would incur all costs, including tying into the CDD’s irrigation line.

183 **Continuation of Pickleball Update**

184 As the Boards were just notified of a trip hazard at Court #1, Mr. Bartoletti asked Mr.
185 Cox if play should be allowed or if the courts should be closed until the area is repaired. Mr.
186 Cox stated it depends on if an injury is extremely likely to occur during play; otherwise, the
187 CDDs can keep the courts open, as long as they address the issue speedily. They could paint the
188 area yellow, while a proposal is being obtained to grind down the area, and install temporary
189 signage advising to be careful as the painted area could be hazardous. The Boards directed Mr.
190 Willis to proceed with the above actions and send the Pickleball Club a memo of the CDDs’ plan
191 of action and ask them to inform players of the potential trip hazard.

192 **Continuation of the Village of Estero’s Request to install a Marquee**

193 Mr. Bartoletti preferred installing a CDD monument in the center median and to
194 reconsider a different location for The Village’s marquee. Discussion ensued regarding the
195 CDDs’ boundaries and determining the best location. Mrs. Adams was asked to obtain
196 proposals for CDD signs. Mr. Adams would notify The Village that the request is being
197 considered.

198

199 **FOURTH ORDER OF BUSINESS**

Supervisors’ Requests

200

201 Mr. Docherty asked about the unpaid bill from Coconut Point and if Mr. Cox sent the
202 letter. Mr. Adams stated that Mr. Cox sent the letter and filed the complaint with the court.

203 This item will be included on the April agenda.

204

205 **FIFTH ORDER OF BUSINESS**

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

206

207

208 There were no public comments.

209

210 **SIXTH ORDER OF BUSINESS**

Adjournment

211

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

213

214 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**
215 **Docherty, with all in favor, the meeting adjourned at 3:50 p.m.**

216

217

218 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by**
219 **Mr. Brown, with all favor, the meeting adjourned at 3:50 p.m.**

220

221

222

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

223 **FOR BROOKS OF BONITA SPRINGS:**

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228 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

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

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Secretary/Assistant Secretary

_____ Chair/Vice Chair

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

16 IIII



Wrathell, Hunt and Associates, LLC

TO: Brooks of Bonita Springs I & II CDD Board of Supervisors
FROM: Shane Willis – Operations Manager
DATE: April 27, 2022
SUBJECT: Status Report – Field Operations

Landscape Activities:

- Mulch at the Commons Club was completed in December.
- Pine Straw was installed during March.
- Palm trimming completed in December.
- Hardwoods were completed during February.
- Hard cut backs began across the District during the week of 04.11.22.
- Staff conducted a landscape tour with Gulfscapes on 04.19.22

Sidewalk Repairs:

- Collier Paving will begin Imperial Parkway sidewalk repairs during the week of 04.25.22.
- After this portion is complete, the District will have spent \$31,118.91. of the allocated \$43,010.00 for repairs.

Pickleball Court:

- Collier Paving to conduct grinding of the PB court during the week of 04.25.22.
- Accurate Pavers proposal for paver repairs is due to Staff on 4.22.22
- Bentley Electric installed a brand-new light fixture, 4 pole 30-amp contactor, 320W LED Driver, and a 20-amp GFCI receptacle totaling \$3,490.50 on 4.9.22.

Bank Restoration Projects:

- Staff has completed the lake audit and is currently prioritizing lake bank restoration and littoral planting projects. The final report will be added to the next regular combined meeting.

Cane Toad Report:

- Copperleaf – Removed 480 total on March 24, next visit April 21.
- Shadow Wood – Removed 500 total on March 21 & 22, next visit April 18.
- Lighthouse Bay – Removed 125 total on March 21, next visit April 18.
- Spring Run – Removed 250 total on March 23, next visit April 20.

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

16IV

WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2022

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2022
Babcock Ranch	0
Bayside Improvement	3,061
Bay Creek	756
Beach Road Golf Estates	1,220
Bonita Landing	361
Brooks I of Bonita Springs	2,298
Brooks II of Bonita Springs	1,523
East Bonita Beach	315
Mediterra	447
Parklands Lee	545
Parklands West	589
River Hall	1,888
River Ridge	1,488
Stonewater	0
Stoneybrook	1,770
Verandah East	840
Verandah West	982
University Square	0
University Village	0
Waterford Landing	1,490
WildBlue	503

Send to: Daphne Gillyard gillyardd@whhassociates.com Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: tlipa@lee.vote

**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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2021	Regular Meeting	2:00 PM
November 30, 2021	Special Meeting	1:00 PM
January 26, 2022	Regular Meeting	1:00 PM
March 7, 2022	Special Meeting	1:00 PM
April 27, 2022	Regular Meeting	1:00 PM
July 27, 2022	Regular Meeting	1:00 PM
August 24, 2022	Public Hearing & Regular Meeting <i>adoption of Fiscal Year 2023 budget</i>	1:00 PM