

**BROOKS OF BONITA
SPRINGS & BROOKS OF
BONITA SPRINGS II**

**COMMUNITY DEVELOPMENT
DISTRICTS**

October 22, 2025

BOARD OF SUPERVISORS

**JOINT REGULAR
MEETING AGENDA**

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

**AGENDA
LETTER**

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

<https://brookscdds.net/>

October 15, 2025

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 October 22, 2025 at 1:00 p.m., at the Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: *Agenda items only [3 minutes per person]*

BROOKS OF BONITA SPRINGS CDD ITEMS

3. Administration of Oath of Office to Charles Orlando (*the following will be provided under separate cover*)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office
4. Consideration of Resolution 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date

JOINT BUSINESS ITEMS

5. Discussion: Premier Lakes Quality Control Lake Report – September 2025

6. Landscape Report: *GulfScapes Landscape Management Services*
 - Irrigation Reports
 - A. Meter Usage by Clock
 - B. Year-Over-Year Water Usage
7. Continued Discussion: Rule Making Process [Stormwater Management]
 - Executive Summary
8. Continued Discussion/Update: Capital Improvements [20 Year Bond]
9. Update: Sidewalk Project
10. Update: Street Light Project
11. Update: Tree Removal Project
12. Acceptance of Unaudited Financial Statements as of September 30, 2025
 - Financial Highlights Report
13. Approval of August 27, 2025 Joint Public Hearing and Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. Field Operations: *Wrathell, Hunt and Associates, LLC*
 - Monthly Status Report - Field Operations
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: January 28, 2026 at 1:00 PM

○ QUORUM CHECK: BROOKS OF BONITA SPRINGS

SEAT 1	ED FRANKLIN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	JAMES MERRITT	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	CHARLES ORLANDO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JOHN (ROD) WOOLSEY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	DAVID GARNER	☐ IN PERSON	☐ PHONE	☐ NO

○ QUORUM CHECK: BROOKS OF BONITA SPRINGS II

SEAT 1	LYNN BUNTING	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	KEN D. GOULD	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARY O'CONNOR	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	THOMAS BERTUCCI	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOSEPH BARTOLETTI	☐ IN PERSON	☐ PHONE	☐ NO

15. Supervisors' Requests

16. Public Comments: *Non-Agenda items only [3 minutes per person]*

17. Adjournment

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

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 709 724 7992

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

3

**BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING AN OFFICER OF THE **BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT** AND A RECIPIENT OF PUBLIC FUNDS AS SUCH OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Signature

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____ who is personally known to me or has produced _____ as identification, and is described in and who took the aforementioned oath as a Member of the Board of Supervisors of **Brooks of Bonita Springs Community Development District** and acknowledged to and before me that he/she took said oath for purposes therein expressed.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street

Phone

Fax

City, State, Zip

Email Address

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

4

RESOLUTION 2026-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKS
OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND
PROVIDING FOR 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; and

WHEREAS, the District's Board of Supervisors desires to elect and remove certain Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective October 22, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of October 22, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Chesley "Chuck" Adams is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 22nd day of October, 2025.

ATTEST:

BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

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

5

The Brooks CDD

September 2025 Quality Control Lake Report

Lake #	Brooks Community	Treatment or Inspection Performed	Target	Treatment Date	Observations/ Add'l Tasks
L1	Front Entrance 1	Treated	Torpedo grass, Shoreline weeds & Algae	9/23/2025	
L2	Front Entrance 1	Treated	Torpedo grass, Shoreline weeds & Algae	9/23/2025	
L3	Spring Run 1	Treated	Torpedo grass & Shoreline weeds	9/23/2025	
L4	Spring Run 1	Treated	Grasses & Algae	09/23/2025	
L5	Spring Run 1	Treated	Grasses & Algae	09/23/2025	
L6	Spring Run 1	Treated	Grasses & Algae	09/23/2025	
L7	Spring Run 1	Treated	Algae & Grasses	09/09/2025, 09/23/2025	
L8	Spring Run 1	Inspected			
L9	Spring Run 1	Treated	Grasses & Algae	09/23/2025	
L10	Spring Run 1	Treated	Grasses & Algae	09/03/2025	
L11	Spring Run 1	Treated	Grasses & Algae	09/03/2025, 09/09/2025, 09/23/2025	
L12	Spring Run 1	Treated	Grasses & Algae	09/03/2025	
L13	Spring Run 1	Treated	Grasses & Algae	09/03/2025	
L14	Spring Run 1	Treated	Grasses & Algae	09/03/2025	
L15	Spring Run 1	Treated	Grasses & Algae	09/03/2025, 09/09/2025	

L16	Spring Run 1	Treated	Grasses & Algae	09/03/2025, 09/09/2025	
L17	Spring Run 1	Treated	Grasses & Algae	09/03/2025, 09/09/2025	
L18	Spring Run 1	Treated	Grasses & Algae	09/03/2025, 09/09/2025	
L19	Spring Run 1	Treated	Grasses & Algae	09/09/2025	
L20	Spring Run 1	Treated	Grasses & Algae	09/09/2025	
L21	Spring Run 1	Treated	Grasses & Algae	09/09/2025	
L22	Spring Run 1	Treated	Grasses & Algae	09/09/2025	
L23	Spring Run 1	Treated	Grasses & Algae	09/09/2025	
L24	Spring Run 1	Treated	Grasses & Algae	09/09/2025	
L150	Spring 1	Inspected			
L25	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	9/23/2025	
L26	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Torpedo grass	09/03/2025, 9/16/2025	
L27	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Torpedo grass	09/03/2025, 9/16/2025	
L28	Shadow Wood 1	Inspected			
L28A	Shadow Wood 1	Inspected			
L29	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Algae & Torpedo grass	09/03/2025, 9/16/2025	

L30	Shadow Wood 1	Inspected			
L31	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Algae & Torpedo grass	09/03/2025, 9/16/2025	
L32	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Torpedo grass	09/03/2025, 9/16/2025	
L33	Shadow Wood 1	Inspected			
L34	Shadow Wood 1	Inspected			
L35	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Torpedo grass	09/03/2025, 9/16/2025	
L36	Shadow Wood 1	Treated	Grasses, Shoreline weed,s Torpedo grass	09/03/2025, 9/16/2025	
L37	Shadow Wood 1	Inspected			
L38	Shadow Wood 1	Treated	Grasses & Shoreline weeds	9/9/2025	9/9 backpack only-superintendent req due to rain
L39	Shadow Wood 1	Treated	Grasses & Shoreline weeds	9/9/2025	9/9 backpack only-superintendent req due to rain
L40	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Torpedo grass	09/03/2025, 9/16/2025	
L41	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Torpedo grass	09/03/2025, 9/16/2025	
L42	Shadow Wood 1	Inspected			

L43	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Torpedo grass	09/03/2025, 9/16/2025	9/16 placed bricks along the pipe. ILLICIT DISCHARGE (23069 Shady Knoll Dr) Pool contractor draining water from pool straight into lake. Tech moved hose into yard.
L44	Shadow Wood 1	Inspected			
L45	Shadow Wood 1	Inspected			
L46	Shadow Wood 1	Inspected			
L47	Shadow Wood 1	Treated	Grasses, Shoreline weeds, Vines & Torepdo grass	9/9/2025, 09/23/2025	9/9 back pack only-superintendent req due to rain
L48	Shadow Wood 1	Treated	Grasses & Shoreline weeds	9/9/2025	9/9 backpack only-superintendent req due to rain. ILLICIT DISCHARGE noted in Lake #48 due to the construction on Three Oaks.
L49	Shadow Wood 1	Treated	Grasses, Shoreline weeds & Torpedo grass	9/9/2025, 09/23/2025	9/9 backpack only-superintendent req due to rain

L50	Shadow Wood 1	Treated	Algae, Torpedo grass & Shoreline weeds	09/03/2025, 09/23/2025	
L51	Shadow Wood 1	Treated	Grasses & Shoreline weeds	9/9/2025	9/9 backpack only-superintendent req due to rain
L52	Shadow Wood 1	Inspected			
L53	Shadow Wood 1	Treated	Algae	09/03/2025	
L54	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	09/23/2025	
L55	Shadow Wood 1	Treated	Grasses & Shoreline weeds	09/03/2025, 09/23/2025	
L56	Shadow Wood 1	Treated	Torpedo grass & Shoreline weeds	09/23/2025	
L57	Shadow Wood 1	Inspected			
L58	Shadow Wood 1	Inspected			
L59	Shadow Wood 1	Inspected			
L60	Lighthouse Bay 1	Treated	Grasses & Algae	09/16/2025	9/16 by boat
L61	Lighthouse Bay 1	Inspected			
L62	Lighthouse Bay 1	Inspected			
L63	Lighthouse Bay 1	Treated	Grasses	09/10/2025	
L64	Lighthouse Bay 1	Treated	Grasses	09/10/2025	

L65	Lighthouse Bay 1	Treated	Grasses	09/10/2025	
L66	Lighthouse Bay 1	Inspected			
L67	Lighthouse Bay 1	Treated	Grasses	09/10/2025	
L68	Lighthouse Bay 1	Treated	Grasses	09/10/2025	
L69	Lighthouse Bay 1	Treated	Grasses	09/10/2025	
L70	Lighthouse Bay 1	Treated	Grasses	09/10/2025	
L71	Lighthouse Bay 1	Treated	Grasses	09/10/2025	
L72	Lighthouse Bay 1	Treated	Grasses & Algae	09/16/2025	9/16 by boat
L73	Lighthouse Bay 1	Treated	Grasses & Algae	09/16/2025	9/16 by boat
L74	ShadowWood 2	Treated	Algae	9/3/2025, 09/16/2025, 09/23/2025	
L75	Shadow Wood 2	Treated	Algae	9/3/2025, 09/16/2025	
L76	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/19/2025	
L77	Shadow Wood 2	Inspected			
L78	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/19/2025	
L79	Shadow Wood 2	Treated	Algae	9/16/2025	
L80	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/9/2025	9/9 backpack only- superintendent req due to rain

L81	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	9/3/2025, 09/09/2025, 09/19/2025, 09/23/2025	
L82	Shadow Wood 2	Treated	Grasses, Torpedo grass & Shoreline weeds	9/9/2025, 09/16/2025	
L83	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/9/2025, 09/19/2025	
L84	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/19/2025	
L85	Shadow Wood 2	Inspected			
L86	Shadow Wood 2	Treated	Algae	9/3/2025	
L87	Shadow Wood 2	Inspected			
L88	Shadow Wood 2	Treated	Algae & Grasses	9/3/2025, 09/09/2025, 09/16/2025	
L89	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/23/2025	
L90	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/9/2025, 09/19/2025	
L91	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/19/2025	
L92	Shadow Wood 2	Treated	Grasses, Algae & Shoreline weeds	9/16/2025, 09/19/2025, 09/23/2025	
L93	Shadow Wood 2	Treated	Grasses, Algae & Shoreline weeds	9/16/2025, 09/23/2025	
L94	Shadow Wood 2	Treated	Grasses, Algae & Shoreline weeds	9/16/2025, 09/23/2025	
L95	Shadow Wood 2	Treated	Grasses, Algae & Shoreline weeds	9/16/2025, 09/23/2025	
L96	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	9/3/2025, 09/19/2025	
L97	Shadow Wood 2	Treated	Grasses & Algae	9/9/2025, 09/16/2025, 09/19/2025	

L98	Shadow Wood 2	Treated	Algae, Torpedo grass & Shoreline weeds	9/16/2025	9/16 sprayed plants behind zero edge pool
L99	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	9/3/2025, 09/16/2025, 09/23/2025	
L100	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	9/3/2025, 09/23/2025	
L101	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	9/3/2025, 09/16/2025, 09/23/2025	
L102	Shadow Wood 2	Treated	Grasses & Shoreline weeds	9/23/2025	
L103	Shadow Wood 2	Inspected			
L104	Shadow Wood 2	Treated	Algae & Grasses	9/3/2025, 09/09/2025, 09/16/2025	
L105/108	Shadow Wood 2	Treated	Algae, Grasses, Torepedo grass & Shoreline weeds	9/3/2025, 09/09/2025, 09/16/2025, 09/23/2025	
L106	Shadow Wood 2	Inspected			
L107	Shadow Wood 2	Treated	Algae	9/16/2025	
L109	Shadow Wood 2	Treated	Algae & Grasses	9/3/2025, 09/09/2025	
L110	Shadow Wood 2	Treated	Algae & Grasses	9/3/2025, 09/09/2025, 09/16/2025	
L111	Shadow Wood 2	Treated	Algae & Vines	9/3/2025, 09/23/2025	
L112	Shadow Wood 2	Treated	Vines	9/23/2025	
L113	Shadow Wood 2	Treated	Algae, Grasses & Vines	9/3/2025, 09/09/2025, 09/16/2025, 09/23/2025	
L114	Shadow Wood 2	Treated	Vines	9/23/2025	

L115	Shadow Wood 2	Treated	Algae, Shoreline weeds& Torpedo grasses	9/3/2025, 09/09/2025, 09/16/2025, 09/23/2025	
L116	Shadow Wood 2	Inspected			
L117	Shadow Wood 2	Treated	Vines	9/23/2025	
L118	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	9/3/2025, 09/23/2025	
L119	Shadow Wood 2	Treated	Algae	9/3/2025, 09/16/2025	
L120	Shadow Wood 2	Treated	Algae	9/3/2025, 09/16/2025	
L121	Shadow Wood 2	Inspected			
L147	Shadow Wood 2	Treated	Algae, Grasses & Shoreline weeds	9/3/2025, 09/16/2025, 09/23/2025	
L148	Shadow Wood 2	Inspected			
L122	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L123	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L124	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L125	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L126	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L127	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L128	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L129	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	

L130	Copperleaf 2	Inspected			
L131	Copperleaf 2	Treated	Shoreline weeds	09/03/2025, 09/16/2025	
L132	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L133	Copperleaf 2	Treated	Shoreline weeds & Algae	09/03/2025, 09/09/2025	
L134	Copperleaf 2	Treated	Shoreline weeds	09/09/2025, 09/23/2025	
L135	Copperleaf 2	Treated	Shoreline weeds & Algae	09/09/2025, 09/23/2025	
L136	Copperleaf 2	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	
L137	Copperleaf 2	Treated	Shoreline weeds	09/03/2025, 09/16/2025	
L138	Copperleaf 2	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	
L139	Copperleaf 2	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	
L140	Copperleaf 2	Treated	Shoreline weeds & Algae	9/3/2025, 09/09/2025, 09/16/2025	
L141	Copperleaf 2	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	
L142	Copperleaf 2	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	
L146	Copperleaf 2	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	
L143	Copperleaf 1	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	
L144	Copperleaf 1	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	

L145	Copperleaf 1	Treated	Shoreline weeds & Algae	09/03/2025, 09/16/2025	
L149	Commons Club	Inspected			

The Brooks I & II Community Development District Monthly Summary & Next Steps

This month was a struggle for us. High rainfall seemed to increase algae growth, and wet turf made driving in residential yards difficult because we could not always get equipment where we wanted to. Our teams utilized backpack sprayers when equipment could not be used. We also had some days when rainfall wreaked havoc with our treatments. Our techs in Shadow Wood made notes that they had seen tire tracks in many residential yards, most likely from lawn mowing activities with wet turf.

I was on the property several times and found more algae and alligatorweed than is acceptable in some areas of the community. Even though we expect to see these issues come up as water levels rise and get high, our team needed to step it up, and we did so, and I believe we are getting caught up. In a few weeks rainy season should end, and days are getting shorter and cooler, so growth should slow.

As the rainy season slows, we need to carefully evaluate submersed weed issues since late October is the time to do Sonar herbicide applications if it is needed. As seasonal residents begin to return, now is the time to make certain there are no surprises for them.

Bill Kurth

**BROOKS OF BONITA SPRINGS
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COMMUNITY DEVELOPMENT DISTRICTS**

6

**BROOKS OF BONITA SPRINGS
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6A

2024/2025 Water Usage													11
Clock 8 - US 41 to Railroad Track Coconut Rd. (26 Zones / 4 Meters)													Averages
Total Monthly Usage By Clock													
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	790,000	870,000	768,000	1,049,000	953,000	1,052,000	1,089,000	889,000	331,000	572,000	289,000	0	786,545
Total Property Usage	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
% Clock Use/Total	36%	32%	28%	37%	35%	28%	24%	18%	13%	17%	8%	#DIV/0!	24%
\$ By Clock	\$1,651.10	\$1,818.30	\$1,605.12	\$2,192.41	\$1,991.77	\$2,198.68	\$2,276.01	\$1,858.01	\$691.79	\$1,195.48	\$604.01	#DIV/0!	#DIV/0!

Clock 1 - Railroad Railroad Track to Spring Run Coconut Rd. (23 Zones / 4 Meters)													Averages
Total Monthly Usage By Clock													
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	455,000	228,000	266,000	272,000	209,000	465,000	628,000	887,000	600,000	562,000	451,000	0	456,636
Total Property Usage	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
% Clock Use/Total	21%	8%	10%	10%	8%	12%	14%	18%	23%	17%	13%	#DIV/0!	14%
\$ By Clock	\$950.95	\$476.52	\$555.94	\$568.48	\$436.81	\$971.85	\$1,312.52	\$1,853.83	\$1,254.00	\$1,174.58	\$942.59	#DIV/0!	#DIV/0!

Clock 2 - Spring Run to Commons Club Entrance Coconut Rd. (23 Zones CDD / 3 Meters CDD / 14 Zones Common Club)													Averages
Total Monthly Usage By Clock													
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	47,000	155,000	139,000	144,000	149,000	527,000	598,000	649,000	409,000	434,000	395,000	0	331,455
Total Property Usage	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
% Clock Use/Total	2%	6%	5%	5%	5%	14%	13%	13%	16%	13%	11%	#DIV/0!	10%
\$ By Clock	\$98.23	\$323.95	\$290.51	\$300.96	\$311.41	\$1,101.43	\$1,249.82	\$1,356.41	\$854.81	\$907.06	\$825.55	#DIV/0!	#DIV/0!

Clock 3 - Commons Club Entrance to Lighthouse Bay Coconut Rd (37 zones / 3 Meters)													Averages
Total Monthly Usage By Clock													
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	46,000	186,000	142,000	175,000	150,000	427,000	361,000	573,000	358,000	436,000	396,000	0	295,455
Total Property Usage	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
% Clock Use/Total	2%	7%	5%	6%	5%	11%	8%	12%	14%	13%	11%	#DIV/0!	9%
\$ By Clock	\$96.14	\$388.74	\$296.78	\$365.75	\$313.50	\$892.43	\$754.49	\$1,197.57	\$748.22	\$911.24	\$827.64	#DIV/0!	#DIV/0!

Clock 4 - 4 Way Light South on Imperial to end of Brooks Maintenance (23 Zones / 2 Meters)													Averages
Total Monthly Usage By Clock													
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	134,000	423,000	289,000	227,000	283,000	281,000	444,000	520,000	324,000	259,000	407,000	0	326,455
Total Property Usage	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
% Clock Use/Total	6%	15%	11%	8%	10%	7%	10%	11%	12%	8%	12%	#DIV/0!	10%
\$ By Clock	\$280.06	\$884.07	\$604.01	\$474.43	\$591.47	\$587.29	\$927.96	\$1,086.80	\$677.16	\$541.31	\$850.63	#DIV/0!	#DIV/0!

Clock 5 - 4 Way Light North to Copperleaf Three Oaks Pkwy (31 Zones / 3 Meters)													Averages
Total Monthly Usage By Clock													
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	128,000	107,000	112,000	97,000	253,000	353,000	438,000	385,000	21,000	175,000	261,000	0	211,818
Total Property Usage	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
% Clock Use/Total	6%	4%	4%	3%	9%	9%	9%	8%	1%	5%	7%	#DIV/0!	6%
\$ By Clock	\$267.52	\$223.63	\$234.08	\$202.73	\$528.77	\$737.77	\$915.42	\$804.65	\$43.89	\$365.75	\$545.49	#DIV/0!	#DIV/0!

Clock 6 - Copperleaf North to Bridge Three Oaks Pkwy (32 Zones / 5 Meters)													Averages
Total Monthly Usage By Clock													
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	106,000	198,000	263,000	227,000	201,000	327,000	397,000	448,000	106,000	137,000	387,000	0	254,273
Total Property Usage	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
% Clock Use/Total	5%	7%	10%	8%	7%	9%	9%	9%	4%	4%	11%	#DIV/0!	8%
\$ By Clock	\$221.54	\$413.82	\$549.67	\$474.43	\$420.09	\$683.43	\$829.73	\$936.32	\$221.54	\$286.33	\$808.83	#DIV/0!	#DIV/0!
Clock 7 - Bridge North To Williams Light Three Oaks Pkwy (39 Zones / 4 Meters)													Averages
Total Monthly Usage By Clock													
Total Clock Usage	October	November	December	January	February	March	April	May	June	July	August	September	
	482,000	574,000	768,000	636,000	532,000	328,000	666,000	520,000	488,000	755,000	923,000	0	606,545
Total Property Usage	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
% Clock Use/Total	22%	21%	28%	22%	19%	9%	14%	11%	19%	23%	26%	#DIV/0!	19%
\$ By Clock	\$1,007.38	\$1,199.66	\$1,605.12	\$1,329.24	\$1,111.88	\$685.52	\$1,391.94	\$1,086.80	\$1,019.92	\$1,577.95	\$1,929.07	#DIV/0!	#DIV/0!
Complete Property Totals													
Total Property Usage From Clock Usages	October	November	December	January	February	March	April	May	June	July	August	September	Total Average
	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000	0	3,269,182
Total % Added	October	November	December	January	February	March	April	May	June	July	August	September	Total
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	#DIV/0!	100%
Total Property \$ By Clock	October	November	December	January	February	March	April	May	June	July	August	September	Total AVG
	\$4,572.92	\$5,728.69	\$5,741.23	\$5,908.43	\$5,705.70	\$7,858.40	\$9,657.89	\$10,180.39	\$5,511.33	\$6,959.70	\$7,333.81	#DIV/0!	#DIV/0!
Actual Total Property \$	October	November	December	January	February	March	April	May	June	July	August	September	Total AVG
Coconut Rd	\$2,796.42	\$3,007.51	\$2,748.35	\$3,427.60	\$3,053.49	\$5,164.39	\$5,592.84	\$6,265.82	\$3,548.82	\$4,188.36	\$3,199.79	#DIV/0!	#DIV/0!
Three Oaks	October	November	December	January	February	March	April	May	June	July	August	September	Total AVG
	\$1,776.50	\$2,721.18	\$2,992.88	\$2,480.83	\$2,652.21	\$2,694.01	\$4,065.05	\$3,914.57	\$1,962.51	\$2,771.34	\$4,134.02	#DIV/0!	#DIV/0!

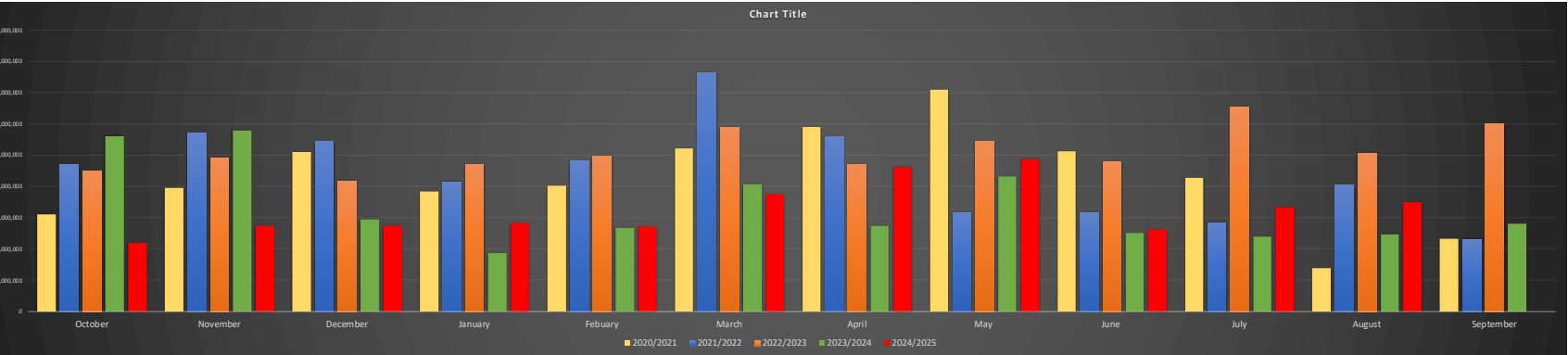
**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

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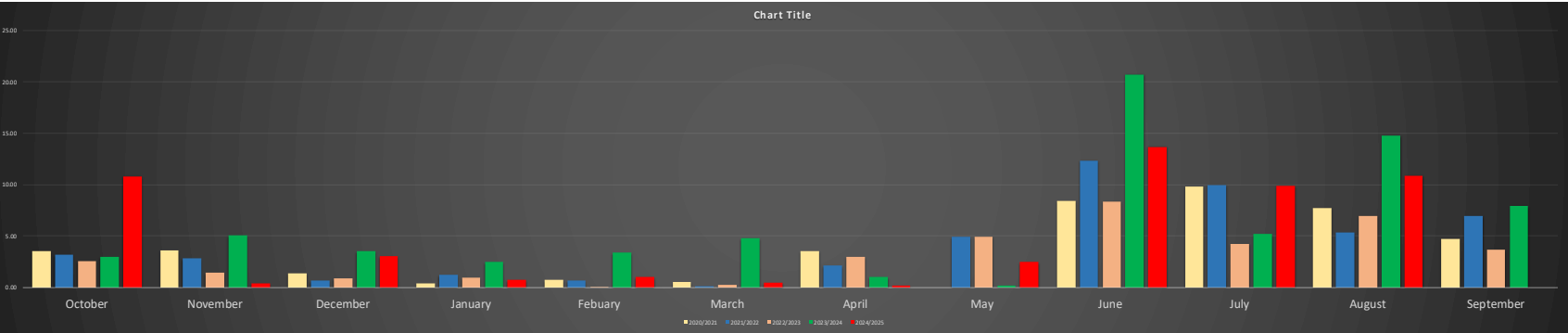
Brooks YOY Water Usage

Brooks	October	November	December	January	February	March	April	May	June	July	August	September	Average Monthly Use	YOY Usage
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	7,654,000	5,591,000	3,188,000	3,172,000	2,867,000	4,043,000	2,335,000	4,474,750	53,697,000
2022/2023	4,509,000	4,929,000	4,182,000	4,725,000	4,979,000	5,894,000	4,716,000	5,442,000	4,815,000	6,560,000	5,077,000	6,025,000	5,154,417	61,853,000
2023/2024	5,607,000	5,785,000	2,952,000	1,874,000	2,673,000	4,064,000	2,750,000	4,327,000	2,512,000	2,390,000	2,479,000	2,814,000	3,352,250	40,227,000
2024/2025	2,188,000	2,741,000	2,747,000	2,827,000	2,730,000	3,760,000	4,621,000	4,871,000	2,637,000	3,330,000	3,509,000		3,269,182	35,961,000
% YOY	-61%	-53%	-7%	51%	2%	-7%	68%	13%	5%	39%	42%	-100%	-2%	-11%

2021/2022	\$3,014.68	\$3,837.88	\$2,373.76	\$3,438.04	\$9,204.02	\$14,908.50	\$10,741.24	\$5,887.18	\$5,854.86	\$5,308.37	\$7,614.28	\$4,590.17	\$6,397.75	\$76,772.96
2022/2023	\$8,555.60	\$9,404.00	\$7,895.06	\$8,991.92	\$10,293.98	\$12,297.83	\$9,762.12	\$11,373.78	\$9,967.05	\$13,702.20	\$10,509.39	\$12,584.72	\$10,444.80	\$125,337.65
2023/2024	\$11,718.63	\$12,090.65	\$6,169.68	\$3,916.66	\$5,586.57	\$8,493.76	\$5,747.50	\$9,043.43	\$5,250.08	\$4,995.10	\$5,181.11	\$5,881.26	\$7,006.20	\$84,074.43
2024/2025	\$4,572.92	\$5,728.69	\$5,741.23	\$5,908.43	\$5,705.70	\$7,858.40	\$9,657.89	\$10,180.39	\$5,511.33	\$6,959.70	\$7,333.81	\$0.00	\$6,832.59	\$75,158.49
	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	\$0.00209	



Brooks	October	November	December	January	February	March	April	May	June	July	August	September	Average Monthly	YOY Total
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	2.17	4.94	12.37	9.96	5.36	7.00	4.22	50.67
2022/2023	2.57	1.46	0.93	0.99	0.09	0.28	3.02	4.92	8.38	4.27	6.94	3.69	3.13	37.54
2023/2024	3.00	5.08	3.52	2.48	3.44	4.83	1.05	0.22	20.68	5.25	14.80	7.92	6.02	72.27
2024/2025	10.84	0.39	3.09	0.77	1.03	0.47	0.22	2.52	13.67	9.92	10.91		4.89	53.83
Inch Diff	7.84	-4.69	-0.43	-1.71	-2.41	-4.36	-0.83	2.30	-7.01	4.67	-3.89	-7.92	-1.13	-18.44



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

7

**STORMWATER MANAGEMENT
RULES AND POLICIES
FOR
BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT
AND
BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT**

Section 1. Short Title, Authority and Applicability

a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for Brooks Community Development Districts”.

b. The Boards of Supervisors (each, a “**Board**”) of Brooks of Bonita Springs Community Development District and Brooks of Bonita Springs II Community Development District (collectively, the “**District**”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.

c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

d. It is intended that these Rules will be administered in conjunction with the Gutter, Downspout, and Drainage Standards (the “**Standards**”) published and enforced by the Architectural Review Board of the Association (defined herein), as the Standards may be amended from time to time. The Standards have been developed collectively by (i) the District, (ii) Spring Run Golf Club Community Association, Inc. (“**Spring Run**”), (iii) Shadow Wood Community Association, Inc. (“**Shadow Wood**”), (iv) Copperleaf Golf Club Community Association, Inc. (“**Copperleaf**”), and (v) The Harbour Club at Lighthouse Bay, Inc. (“**Lighthouse Bay**”) (Spring Run, Shadow Wood, Copperleaf and Lighthouse Bay are referred to collectively herein as the “**Association**”) to meet both: (i) the aesthetic needs of the Association and (ii) the functional needs of the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System (defined herein). A copy of the Standards may be obtained on the District’s website at <https://brookscdds.net/>.

Commented [MM1]: Confirm Association information and confirm this section is correct.
Note: These stormwater rules contemplate that the District and the Association will work together to develop gutter, downspout and drainage standards. If not correct, this can be revised.

Section 2. Background, Intent, Findings and Purpose

a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”) and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “**Rule**” and collectively, the “**Rules**”) is to describe and implement the various policies of the District relating to stormwater management.

b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

d. The District is the operating entity responsible for the long-term operation and maintenance of the stormwater management system servicing the property located within the boundaries of the District (the “**Master Stormwater System**”). The District owns certain real property and other improvements that comprise the Master Stormwater System. Stormwater lakes (or ponds), control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.

e. The Master Stormwater System is permitted through South Florida Water Management District (“**SFWMD**”) and the Lee County (“**County**”), and the regulations of such governmental bodies together with the Village of Estero (the “**Village**”) control the design, operation and use of the Master Stormwater System. Notwithstanding the same, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System.

f. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon prior experiences of the District, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. These Rules are intended to establish rules and policies relating to the following installation and use of gutters and downspouts and other forms of drainage on privately owned property within the District and other sources of water (including, but not limited to, pools, potable water, and irrigation) within the District (collectively, “**Lot Drainage Improvements**”) that are discharging either via overland flow or directly into the District’s lakes and wetlands. These Rules are intended to serve the following goals: (1) reduce and/or spread the volume of water flowing from an owner’s property toward the lakes and wetlands within the District; (2) reduce the velocity of water flowing from an owner’s property toward the lakes and wetlands; and (3) maintain compliance with applicable SFWMD and County permits and regulations.

Commented [MM2]: Confirm whether this encompasses all improvements.

Section 3. Lot Drainage Improvements (Including Gutters and Downspouts)

a. Installation or Modification of Lot Drainage Improvements Generally.

i. Drainage patterns for each property within the District shall be consistent with the approved SFWMD permit for the subject property. Each property owner within the District shall be obligated to comply with all applicable SFWMD and County permits pertaining to drainage. In the event the drainage pattern, direction or outfall from a particular property is proposed to be altered or is currently inconsistent with the approved SFWMD permit and all appurtenant permit modifications, then a modification to the applicable SFWMD permit would be required by the applicable owner. All permitted cross sections and grade elevations shall be maintained per the applicable SFWMD permit unless and until a modification is approved.

ii. The installation or modification of Lot Drainage Improvements on a home, condominium building or other structure (any, a “**Structure**”) within the District shall be subject to the Rules set forth herein and also subject to the Standards. Any owner requesting to install or modify Lot Drainage Improvements (including gutters or downspouts on a Structure) that are located on a property designated as a Drainage Property (defined below) and/or requesting to connect Lot Drainage Improvements to District Outfall Improvements (defined below) (a “**Requesting Party**”) must follow the procedures and rules set forth herein and shall be responsible for the applicable fees and costs set forth herein. In such a case, the plan for the Lot Drainage Improvements must first be approved by the District to allow for piping of the discharge directly into the adjacent lake in the manner set forth herein.

iii. In order to prevent erosion and washouts upon the banks and shorelines of the District’s stormwater detention lakes caused by stormwater runoff emanating from Lot Drainage Improvements (including gutter and downspout discharge), or runoff from any impervious structure or improvement including, but not limited to, roof-tops, driveways, patios, or outbuildings, any Lot Drainage Improvements on a property that is designated a Drainage Property (defined below) shall, to the extent required by the District to avoid erosion and washouts, be designed such that all water runoff will be collected and routed to pipes, collection boxes and other drainage improvements located on property of the District (“**District Outfall Improvements**,” and together with the Lot Drainage Improvements the “**Outfall Improvements**”) by a method consistent with the Standards and applicable permitting. Attached hereto and made a part hereof as **Exhibit “A”** are example concepts showing various authorized methods within the District of collecting stormwater runoff and illustrating the intrusion of the outfall into the adjacent lake to discharge the stormwater. As reflected in each of the attached examples, all outfalls from the Outfall Improvements into the lake shall be installed below the control elevation of the lake. All drainage design plans for Outfall Improvements shall be consistent and compliant with existing permits, rules and regulations. As the District is the owner of the adjacent lake property, no intrusion of Outfall Improvements into a lake shall be permitted without the prior review and approval of the District. Further, each example of Outfall Improvements has a defined connection point (the “**Connection Point**”) to delineate the separation of maintenance responsibility of the District and the owner. The District will be responsible for the maintenance of improvements downstream of the Connection Point and the owner will be responsible for the maintenance of improvements upstream of the Connection Point.

iv. The District may periodically identify properties within its boundary (each a “**Drainage Property**” and collectively, the “**Drainage Properties**”) on which the installation and/or modification of Lot Drainage Improvements or connections to District Outfall Improvements are determined to be necessary in order to limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The initial designation by the District of the Drainage Properties is attached hereto as **Exhibit “B”**; provided, however, that the District may modify such designations from time to time without updating these Rules. The Association has agreed to use diligent efforts and applicable enforcement mechanisms at its disposal to facilitate the installation and/or modification of Lot Drainage Improvements on the Drainage Properties in accordance with these Rules.

Commented [MM3]: District to review and determine whether this section should be included.

b. Properties Identified as Drainage Properties.

Commented [MM4]: Confirm allocation and responsibility procedure.

i. Compliant Existing Lot Drainage Improvements; Existing District Outfall Improvements; Required Connection to District Outfall Improvements. If a Drainage Property has existing Lot Drainage Improvements that meet the Standards and either (A) District Outfall Improvements have already been permitted and installed adjacent to the Drainage Property or (B) the District is in the process of permitting and installing District Outfall Improvements adjacent to the Drainage Property, the District shall coordinate with the Association, or directly with the applicable property owner, as determined by the District, and require that the existing Lot Drainage Improvements be connected to the District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required to connect the existing Lot Drainage Improvements to the District Outfall Improvements. If additional permitting is required, then the District shall be responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. The applicable owner of the Drainage Property will be responsible for all costs and expenses relating to connecting the existing Lot Drainage Improvements to the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection of the existing Lot Drainage Improvements to the District Outfall Improvements at the District’s cost and expense if deemed in the best interest of the District. To the extent the District is performing the connection, the owner must provide written authorization to the District to enter upon the owner’s property to perform the work to connect the existing Lot Drainage Improvements to the District Outfall Improvements by way of a temporary license agreement substantially in the form attached hereto as **Exhibit “C”** (the “**License Agreement**”). In either case, once the connection is made, the District shall be responsible for the maintenance of only improvements below the Connection Point and the owner of the Drainage Property (or such owner’s successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. Each owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

Commented [MM5]: District to review and determine whether the requirement for homeowners to enter into a License agreement should be included.

ii. Compliant Existing Lot Drainage Improvements; Request by Owner to Connect; No Established District Outfall Improvements. If (A) a Drainage Property has existing Lot Drainage Improvements that meet the Standards, (B) District Outfall Improvements have not already been permitted and installed adjacent to the Drainage Property and (c) the owner of such

Drainage Property, as the Requesting Party, is seeking to connect to District Outfall Improvements, such Requesting Party shall submit a request to the Association and the District for installation of, and connection to, District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, District Outfall Improvements. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation and connection. All permitting shall be done through the District. The District will review the request and advise the Requesting Party on the manner in which the installation and connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the installation of, and connection to, the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection of the existing Lot Drainage Improvements to the District Outfall Improvements at the District's cost and expense if deemed in the best interest of the District. The installation and connection work can either be done through the District or a contractor approved by this District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

iii. Existing Lot Drainage Improvements Causing Damage to Lake Banks; No Established District Outfall Improvements. The District performs ongoing and periodic inspections of the lakes within The Brooks. If a Drainage Property has Lot Drainage Improvements (including existing gutters and downspouts) and if District Outfall Improvements have not already been permitted and installed adjacent to such Drainage Property, and the District determines that water runoff from the Drainage Property is causing damage to the lake banks, the owner of such Drainage Property will be responsible for repairing such damage to the District's property, including lake banks. Notwithstanding the same, the District may, at the District's option, initiate remedial action to install District Outfall Improvements in compliance with these Rules as well as repair the damaged District property, including lake banks. In such a case, the District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, the District Outfall Improvements. If additional permitting is required, then the District will undertake any additional planning, design, engineering and permitting required for the installation and connection. If the District elects to install District Outfall Improvements, the District will construct and install the District Outfall Improvements and the owner of the Drainage Property will be required to connect the Lot Drainage Improvements to the District Outfall Improvements. The applicable owner of the Drainage Property will be responsible for all costs and expenses relating to connecting the existing Lot

Drainage Improvements to the District Outfall Improvements. Notwithstanding the same, the District may elect to make the connection of the existing Lot Drainage Improvements to the District Outfall Improvements at the District's cost and expense if deemed in the best interest of the District. To the extent the District is performing the connection work, the owner must provide written authorization to the District to enter upon the owner's property to perform the work by way of a License Agreement. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the owner (or the owner's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

iv. No Existing (or Incomplete or Non-Compliant) Lot Drainage Improvements; Request for New Installation of Lot Drainage Improvements; Existing District Outfall Improvements. If a Drainage Property does not have Lot Drainage Improvements (or such Lot Drainage Improvements are incomplete or non-compliant) and if District Outfall Improvements have already been permitted and installed adjacent to such Drainage Property, the owner of such Drainage Property, as the Requesting Party, shall submit a request to the Association and the District to install Lot Drainage Improvements and to connect to such existing District Outfall Improvements. The District will review whether any additional permitting through SFWMD and/or the County is required for the Requesting Party's connection. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the connection. All permitting shall be done through the District. If no additional permitting is required, the District will review the request and advise the Requesting Party on the manner in which the connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the connection to the District Outfall Improvements. The connection work can either be done through the District or a contractor approved by this District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the connection is made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

v. No Existing (or Incomplete or Non-Compliant) Lot Drainage Improvements; Request for New Installation of Lot Drainage Improvements; No Existing District

Outfall Improvements. If a Drainage Property does not have Lot Drainage Improvements (or such Lot Drainage Improvements are incomplete or non-compliant) and if District Outfall Improvements have not already been permitted and installed adjacent to such Drainage Property, the owner of such Drainage Property, as the Requesting Party, shall submit a request to the Association and the District for installation of Lot Drainage Improvements and for the installation of, and connection to, District Outfall Improvements, if the District feels that District Outfall Improvements are necessary to protect the lake banks from any damage due to this new installation. The District will review whether any additional permitting through SFWMD and/or the County is required for such installation of, and connection to, District Outfall Improvements. If additional permitting is required, then the Requesting Party shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation and connection. All permitting shall be done through the District. The District will review the request and advise the Requesting Party on the manner in which the installation and connection must be made. The Requesting Party shall be solely responsible for all costs and expenses relating to the installation of, and connection to, the District Outfall Improvements. The installation and connection work can either be done through the District or a contractor approved by the District for such work. All work shall be performed and completed consistent with applicable permits and approvals. To the extent the District is performing the work, the Requesting Party must provide written authorization to the District to enter upon the Requesting Party's property to perform the work by way of a License Agreement. If the work is to be performed by the Requesting Party, all work, once completed, will be inspected by the District to ensure that it meets all District installation and functionality requirements. Once the installation and connection are made, the District will only be responsible for the maintenance of improvements below the Connection Point and the Requesting Party (or the Requesting Party's successor-in-title) will be responsible for the maintenance of improvements above the Connection Point. The Requesting Party is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the Requesting Party's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

vi. Existing Structure without Lot Drainage Improvements Causing Damage to Lake Banks. The District performs ongoing and periodic inspections of the lakes within The Brooks. If a Drainage Property does not have Lot Drainage Improvements (including existing gutters and downspouts) and the District determines that water runoff from such property is causing damage to the lake banks, the owner of such property will be responsible for repairing such damage to the District's property, including lake banks. If District Outfall Improvements have already been permitted and installed adjacent to such property, the District will encourage the owner to pursue the installation of Lot Drainage Improvements pursuant to subsection iv, above. If District Outfall Improvements have not already been permitted and installed adjacent to such property, the District will encourage the owner to pursue the installation of Lot Drainage Improvements and District Outfall Improvements pursuant to subsection v, above.

c. Properties Not Identified as Drainage Properties

i. Homes and Buildings Desiring Lot Drainage Improvements Not Identified as Drainage Properties. The District shall not be responsible for the costs and expenses associated with any Lot Drainage Improvements made on properties that have not been designated as

Drainage Properties. If a property owner is required by the Association to install any improvements necessary to bring the Structure in compliance with the Standards, or if a property owner wishes to install said improvements on their own accord, the property owner shall be responsible for any costs associated with the improvements. This includes any cost and expense of any additional planning, design, engineering and permitting required for the installation. If the Lot Drainage Improvements include a direct connection to a previously installed District Outfall Improvement, the District will be responsible for the maintenance of only improvements below the Connection Point and the property owner (or the property owner's successor in title) will be responsible for the maintenance of improvements above the Connection Point. The property owner is advised that routine maintenance is necessary and required to prevent clogging of the drain lines, which could potentially result in a back-up of water and damage to the property owner's property or the Structure on the property. The District shall not be responsible for any damage caused by any lack of maintenance including, without limitation, damage caused by back-ups or clogs in such lines.

Section 4. Compliance with Laws

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws and regulations including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

Section 5. Enforcement

The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, Lee County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.

Section 6. Effective Date

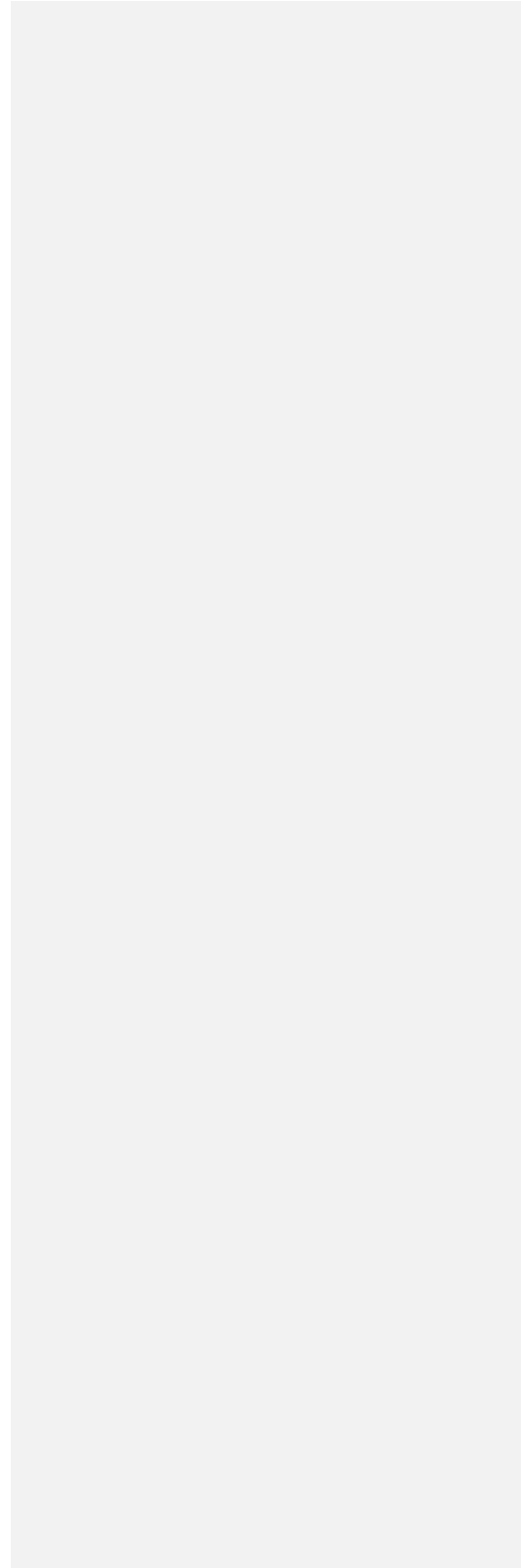
These Rules shall be effective upon their adoption.

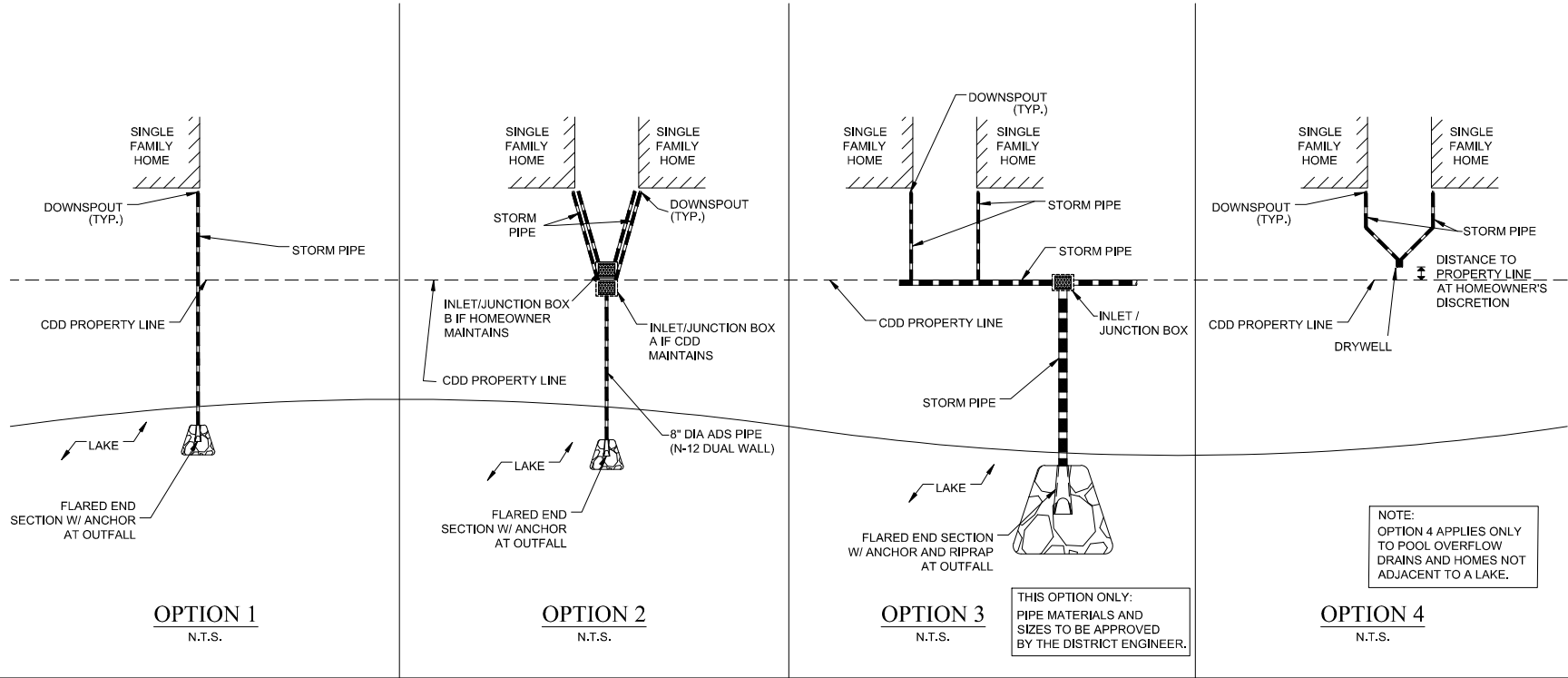
Exhibit "A" – Stormwater Collection Illustrations

Exhibit "B" – Initial Designation of Drainage Properties

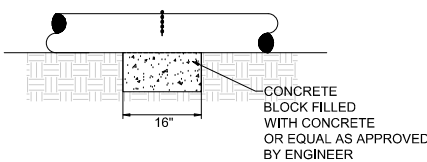
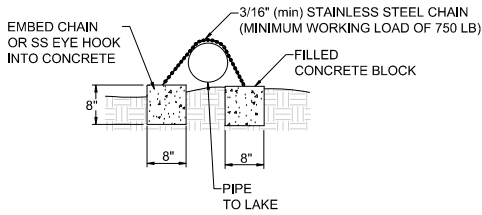
Exhibit "C" – License Agreement

Exhibit “A”

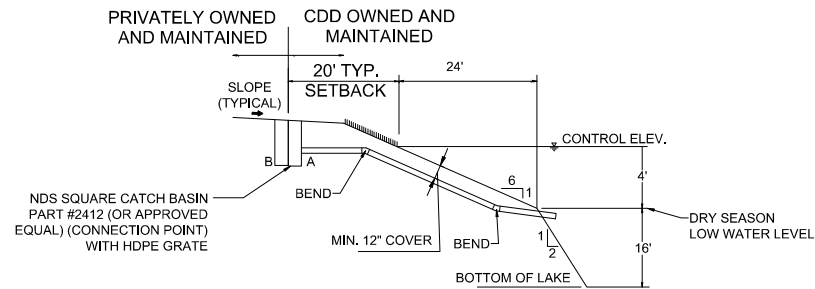




STORMWATER MANAGEMENT
CONNECTION DETAILS



PIPE ANCHOR SECTION
N.T.S.



LAKE TYPICAL SECTION
N.T.S.

- NOTES:
1. PRE-APPROVED PIPE MATERIALS: POLYETHYLENE, POLYPROPYLENE, REINFORCED CONCRETE, AND PVC (SCH. 40).
 2. ALL HARDWARE SHALL BE STAINLESS STEEL.

NO.	REVISIONS	DATE

DATE: SEPTEMBER 2025
PROJECT NO. 20203216-000
FILE NO. 20-46-26
SCALE: AS SHOWN

DRAIN
CONNECTION
EXHIBIT A

SHEET NUMBER

A

Exhibit “B”
Initial Designation of Drainage Properties

Exhibit "C"

LICENSE FOR ACCESS

THIS LICENSE FOR ACCESS (this "License") is made as of the _____ day of _____, 202____, by and between _____ ("Licensor") and BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes and BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (collectively, "Licensee").

R E C I T A L S

WHEREAS, Licensor is the owner of certain real property located at _____ and shown on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Licensee is undertaking a project to prevent erosion and other damage to the stormwater lakes it owns located throughout The Brooks residential community from surface water runoff from residential properties (the "Project"); and

WHEREAS, as the Project necessitates that the Licensee, in coordination with *[insert name of applicable association - Spring Run, Shadow Wood, Copperleaf or Lighthouse Bay]* ("Association"), install drainage improvements including, but not limited to, gutters, downspouts and drains ("Drainage Improvements") in a manner which meets Association Architectural Review Board and Licensee standards on certain properties; and

WHEREAS, Licensee has identified the Property as one on which Drainage Improvements are to be installed in order to meet the goals of the Project; and

WHEREAS, the plans for the Drainage Improvements to be installed on the Property are attached hereto as Exhibit "B"; and

WHEREAS, pursuant to Section _____ of that certain *[insert name of applicable governing Declaration of Covenants, Conditions, Restrictions and Easements]*, recorded in the Official Records of Lee County, Florida at Official Records Instrument Number _____, as amended from time to time, Licensee has an easement over the property for the purpose of *[insert language from applicable governing Declaration regarding easement rights pertaining to Surface Water Management System and any improvement constructed]* (the "Easement"); and

WHEREAS, notwithstanding the existence of the Easement and without intending to impact Licensee's rights under the Easement, Licensee has requested that Licensor grant Licensee the right to temporarily access the portion of the Property identified on Exhibit "A" as the "License Area" in connection with the completion of the Project; and

WHEREAS, in furtherance thereof, Licensee has also requested that Licensor allow Licensee's agents, contractors and consultants, access onto the License Area for purposes of installing the Drainage Improvements in accordance with Exhibit "B", and Licensor is willing to grant such access; and

Commented [MM6]: This is a template document that could work with any of the four associations. The applicable information could be inserted, as necessary.

Commented [MM7]: The information for the applicable governing Declaration could be inserted, as applicable.

WHEREAS, subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's stormwater system.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged by Licensor, Licensor and Licensee hereby agree as follows:

- 1. Recitals.** The above recitals are incorporated herein and made a part hereof.
- 2. Grant of Access.** Licensor hereby grants to Licensee, for itself, its agents, contractors and consultants, a license to enter onto the License Area for the purpose of Installing the Drainage Improvements ("**License Purpose**"), subject to the further terms and provisions hereof. Licensor represents and warrants to Licensee that it has full power and authority to grant Licensee the rights described herein.
- 3. License.** The rights granted herein to Licensee shall be deemed a license in favor of Licensee for the purposes as set forth herein. Notwithstanding anything to the contrary herein contained, this License shall automatically expire on the date upon which the Drainage Improvements are fully installed or, _____, 202____, whichever occurs sooner.
- 4. No Disruption.** Licensee agrees by acceptance hereof to undertake the License Purpose in a commercially reasonable manner customary and typical of similar projects so as not to unreasonably interfere with Licensor's use of the Property.
- 5. Restoration.** Licensee shall repair any damage resulting from the License Purpose and restore the Property to the condition it was in prior to Licensee's use of the License Area.
- 6. Maintenance.** Subsequent to the installation of the Drainage Improvements, Licensor agrees to be responsible for the maintenance of the Drainage Improvements located above the connection point to Licensee's stormwater system
- 7. Entire Agreement.** This License contains the entire understanding between the parties and shall not be amended or modified except in a writing signed by the party to be charged.
- 8. Counterparts; Electronic Signatures.** This License may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument. Further, Licensor and Licensee agree that this License may be executed and delivered by electronic signature and transmission.

{Remainder of page intentionally left blank. Signatures appear on following page(s)}.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

LICENSOR:

Print Name: _____

LICENSEE:

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Print Name: _____
Title: Chairman / Vice Chairman

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

By: _____
Print Name: _____
Title: Chairman / Vice Chairman

EXHIBIT “A”

Depiction of the Property and License Area

(See Attached)

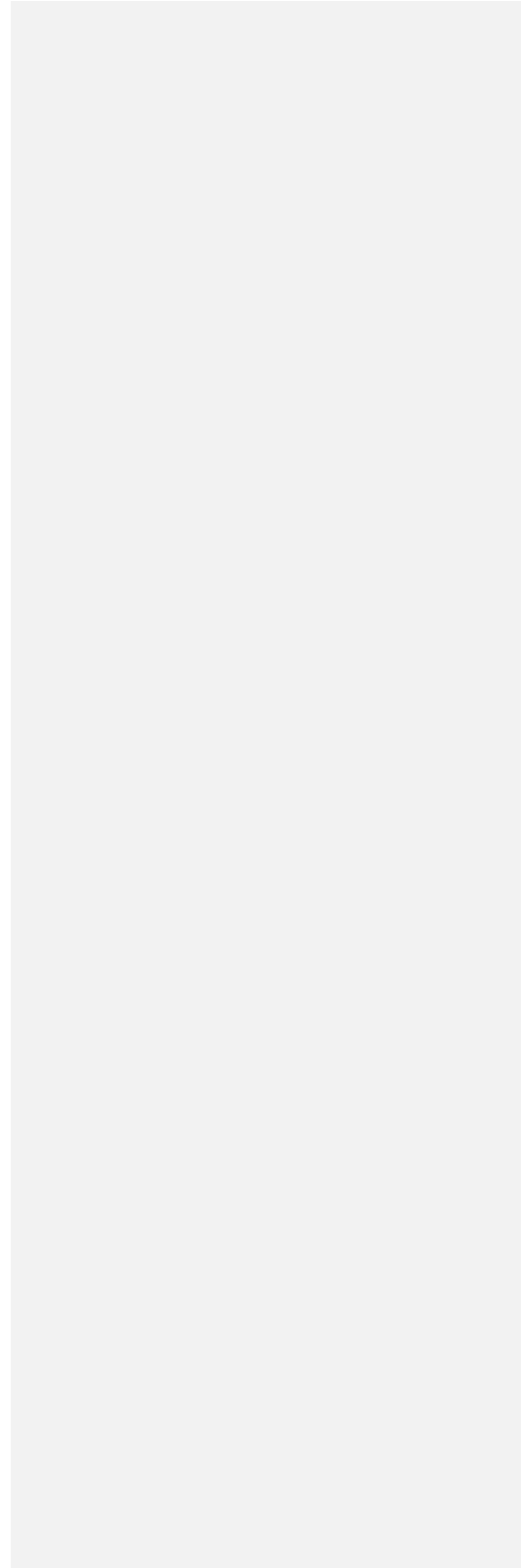


EXHIBIT “B”

Plan for Drainage Improvements

(See Attached)

CDD/HOA AGREEMENT

THIS CDD/HOA AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2025 by and between **BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and **BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (collectively, the “District”), **SPRING RUN GOLF CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (“Spring Run”), **SHADOW WOOD COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (“Shadow Wood”), **COPPERLEAF GOLF CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (“Copperleaf”), and **THE HARBOUR CLUB AT LIGHTHOUSE BAY, INC.**, a Florida not-for-profit corporation (“Lighthouse Bay”) (Spring Run, Shadow Wood, Copperleaf, and Lighthouse Bay are referred to collectively herein as the “Association”). (Spring Run, Shadow Wood, Copperleaf, Lighthouse Bay, and the District are sometimes individually referred to herein as a “Party” and collectively as the “Parties”).

Commented [MM8]: This Agreement is provided for review. District to discuss whether they desire to negotiate and enter into such an Agreement with the four Associations.

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of the lands within its boundaries; and

WHEREAS, the District has constructed and/or acquired, certain stormwater management facilities, including stormwater lakes (or ponds) (including seawall & rip-rap shoreline protection), storm inlets, drains, pipes, water quality swales, weirs, and other water control structures, lake interconnect piping, littoral plantings and natural wetlands (collectively the “Master Stormwater System”); and

WHEREAS, the District is obligated to operate and maintain these assets for the purpose of satisfying South Florida Water Management District (“SFWMD”) permitting requirements, and satisfying obligations under the District’s bond indentures to reasonably maintain assets funded with tax-exempt bond proceeds; and

WHEREAS, runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters, and downspouts as well as drainage from other sources such as pools and dry-wells may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System; and

WHEREAS, the owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly and the failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could

result in significant damage or harm to real property, personal property and/or homes within the District; and

WHEREAS, the Association is a Florida not-for-profit corporation which sets standards for improvements including, but not limited to, gutters, downspouts and drainage on properties within the District through the Association's Architectural Review Board; and

WHEREAS, the District seeks to coordinate with the Association to ensure that gutters, downspouts, and/or other forms of drainage on properties within the district ("**Lot Drainage Improvements**") are installed in a manner which meets all permitting requirements and also meets both District and Association standards to help prevent erosion, washouts, or other damage to the Master Stormwater System lake banks within the district; and

WHEREAS, the District and the Association desire to define their respective obligations relative to this issue; and

NOW, THEREFORE, in consideration of the recitals, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. DISTRICT OBLIGATIONS. The District shall identify properties within its boundary ("**Drainage Properties**") on which the installation of Lot Drainage Improvements is necessary in order to significantly limit washouts and erosion to lake banks which may affect the proper operation of the Master Stormwater System. The responsibility for payment for the materials and installation for Lot Drainage Improvements on Drainage Properties shall be as set forth in the Stormwater Management Rules and Policies adopted by the District. The District shall not be responsible for the maintenance of the Lot Drainage Improvements after installation. Specifically, as to Lot Drainage Improvements that drain directly into the Master Stormwater System through a District constructed connection point, the owner of a Drainage Property shall be responsible for the maintenance of all improvements above the connection point. The District shall additionally be responsible for ensuring that alterations to the drainage patterns for Drainage Properties caused by the installation of Lot Drainage Improvements are consistent with the approved South Florida Water Management District permit for the subject property.

3. ASSOCIATION OBLIGATIONS.

a. Development of Gutter, Downspout, and Drainage Standards. The Association shall work with the District in developing a set of standards, to be titled "Gutter, Downspout, and Drainage Standards," for Lot Drainage Improvements which meet both the aesthetic needs of the Association as well as the functional needs required by the District to significantly limit erosion and washout to lake banks which may affect the proper operation of the Master Stormwater System. The Association agrees to adopt these standards once developed and employ them through its Architectural Review Board.

b. Facilitation of Installation of Lot Drainage Improvements on Drainage Properties. The Association shall use all due diligence and enforcement mechanisms at its disposal in order to facilitate the applicable installation of the Lot Drainage Improvements on the Drainage Properties.

c. Installation of Lot Drainage Improvements on Properties Not Identified as Necessary by the District. For any lot that has not been identified as a Drainage Property where a property owner desires to install Lot Drainage Improvements, the Association shall require such property owners to install the Lot Drainage Improvements in accordance with the standards developed by the District and the Association. The property owner shall be responsible for the installation and maintenance of improvements made in accordance with this subsection.

d. Maintenance of Lot Improvements. The Association shall use diligent efforts and enforcement mechanisms at its disposal to obligate property owners to maintain Lot Drainage Improvements installed on their property, provided however, that the District shall be responsible for the maintenance of improvements located below the connection point to the Master Stormwater System.

4. COMPENSATION. The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of the services to be performed by the Association pursuant to the terms of this Agreement.

5. TERM. The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date (the “**Initial Term**”) and shall be automatically renewed for additional ten (10) year periods, unless either party provides at least ninety (90) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to the Association’s failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause. The Association shall have the right, after the expiration of the Initial Term to terminate this Agreement upon thirty (30) days written notice without a showing of cause provided such notice shall be provided prior to May 1 of any calendar year after the expiration of the Initial Term.

6. PRE-SUIT MEDIATION; RECOVERY OF COSTS AND FEES. Prior to filing any action to enforce this Agreement, the Parties shall mediate the dispute with a Florida licensed mediator unless the Parties agree to waive mediation. Each Party shall be responsible for half of the mediator’s fee. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney’s fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement

shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

8. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

9. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to District: Brooks of Bonita Springs
Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

AND

Brooks of Bonita Springs II
Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

With copy to: Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
Attn: Meagan E. Magaldi, Esq.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103

If to Spring Run: Spring Run Golf Club Community Association, Inc.
Attn: General Manager
9501 Spring Run Boulevard
Estero, Florida 34135

With copy to: _____
Attn: _____

If to Shadow Wood: Shadow Wood Community Association, Inc.
Attn: General Manager
23101 Oakwilde Boulevard
Estero, Florida 34135

With copy to: _____
Attn: _____

If to Copperleaf: Copperleaf Golf Club Community Association, Inc.
Attn: General Manager
23101 Copperleaf Boulevard
Bonita Springs, Florida 34135

With copy to: _____
Attn: _____

If to Lighthouse Bay: The Harbour Club at Lighthouse Bay, Inc.
Attn: General Manager
23740 Old Lighthouse Road
Bonita Springs, Florida 34135

With copy to: _____
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

15. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Sole and exclusive venue for any litigation shall be a court of competent jurisdiction in Lee County, Florida.

16. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

18. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. The delivery of counterpart signatures by e-mail or facsimile transmission shall have the same force and effect as the delivery of a signed hard copy.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Chairman

ATTEST:

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

Secretary

By: _____
Chairman

**SPRING RUN GOLF CLUB
COMMUNITY ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: _____

**SHADOW WOOD COMMUNITY
ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: _____

**COPPERLEAF GOLF CLUB
COMMUNITY ASSOCIATION, INC.**

By: _____
Print Name: _____
Title: _____

**THE HARBOUR CLUB AT
LIGHTHOUSE BAY, INC.**

By: _____
Print Name: _____
Title: _____

EXECUTIVE SUMMARY

Stormwater Management Rules and Policies for Brooks of Bonita Springs Community Development District and Brooks of Bonita Springs II Community Development District

The following is a summary of the proposed Stormwater Management Rules and Policies (the “**Rules**”) for Brooks of Bonita Springs Community Development District and Brooks of Bonita Springs II Community Development District (collectively, the “**District**”). This summary is only intended to briefly describe the Rules and is not intended to be inclusive of all provisions. The full text of the Rules should be consulted for full detail.

I. Overview

The Rules provide a framework to manage, operate and maintain the stormwater management system servicing the property located within the District (the “**Master Stormwater System**”) in compliance with state and local regulations. The Rules are designed to be implemented in coordination with the Gutter, Downspout, and Drainage Standards (the “**Standards**”) maintained by the Architectural Review Committee of (i) Spring Run Golf Club Community Association, Inc. (“**Spring Run**”), (ii) Shadow Wood Community Association, Inc. (“**Shadow Wood**”), (iii) Copperleaf Golf Club Community Association, Inc. (“**Copperleaf**”), and (iv) The Harbour Club at Lighthouse Bay, Inc. (“**Lighthouse Bay**”) (Spring Run, Shadow Wood, Copperleaf and Lighthouse Bay are referred to collectively herein as the “**Association**”). These Standards are jointly developed with the Association and balance aesthetic objectives with the functional needs of the Master Stormwater System. These Rules are being adopted in accordance with Chapter 120, Florida Statutes, which is the rulemaking statute for governmental bodies like the District.

II. Purpose and Goals

The District was established to own, operate and maintain various public facilities within its boundaries, including the Master Stormwater System, which consists of stormwater lakes (or ponds), control structures, lake interconnect piping, littoral plantings and wetlands. The Rules are intended to establish rules and policies relating to the installation and use of gutters and downspouts and other forms of drainage on privately owned property (collectively, “**Lot Drainage Improvements**”) that are discharging either via overland flow or directly into the District’s lakes and wetlands. These Rules are intended to serve the following goals:

- Protect lake banks from erosion and washouts due to unmanaged stormwater runoff.
- Ensure proper discharge from drainage improvements (e.g., gutters and downspouts, pools and irrigation) into the stormwater system.
- Maintain compliance with South Florida Water Management District (“**SFWMD**”), Lee County and Village of Estero permit requirements.

III. Lot Drainage Improvements and Outfall Requirements

The Rules provide guidance on the installation, modification and maintenance of Lot Drainage Improvements and their connection to “District Outfall Improvements”, which are infrastructure components (e.g., pipes and collection boxes) owned and maintained by the District. These Lot Drainage Improvements are subject to both the District’s Rules and the Association’s Standards.

The District will periodically designate certain properties as “Drainage Properties”, where enhanced drainage controls are deemed necessary to protect the Master Stormwater System and prevent erosion. For these Drainage Properties, specific procedures are outlined for:

- Connecting compliant existing improvements to District infrastructure.
- Installing new or replacing non-compliant improvements.
- Addressing runoff that is causing damage to District property.
- Cost-sharing and maintenance responsibilities between property owners and the District.

The Rules delineate maintenance responsibilities for the Outfall Improvements as follows: the District maintains all infrastructure below the Connection Point (i.e. the point of connection between the Lot Drainage Improvement and the District’s outfall improvements on the District’s property), while property owners are responsible for everything above the Connection Point (i.e. on private property).

IV. Cost and Permitting

The Rules clarify that the costs of installation, design, engineering and permitting associated with Lot Drainage Improvements vary depending on the property’s designation (e.g., Drainage Property versus non-Drainage Property) and the state of the improvements.

- For certain Drainage Properties, the District may, at its discretion, cover some or all of the costs.
- For voluntary improvements or improvements required by the Association on non-Drainage Properties, the property owner bears all associated costs.
- All permitting related to pipes, collection boxes and other drainage improvements located on the property of the District (collectively “**District Outfall Improvements**”) must be coordinated through the District, even when the work is performed by the property owner’s contractor.
- In all cases, routine maintenance by property owners is required to ensure the proper function of Lot Drainage Improvements and to prevent clogs, backups and water damage.

Some general scenarios for Drainage Properties that are outlined in the Rules:

- If the existing Lot Drainage Improvements are compliant with the Standards and there are District Outfall Improvements already installed adjacent thereto, the existing Lot Drainage Improvements shall be connected to the District Outfall Improvements. The property owner shall be responsible for the related costs, unless the District, in its discretion, decides to cover some or all of the costs.
- If the existing Lot Drainage Improvements are compliant with the Standards, but there are no District Outfall Improvements already installed adjacent thereto, the property owner shall submit a request for the installation and connection to the District Outfall Improvements. The property owner shall be responsible for the related costs, unless the District, in its discretion, decides to cover some or all of the costs.
- If there are existing Lot Drainage Improvements, but no existing District Outfall Improvements already installed, and the District determines that water runoff from said property is causing damage to the lake banks, the property owner will be responsible for repairing such damage. The District may elect to install District Outfall Improvements at the District’s expense and in which event, the property owner will be required to connect the Lot Drainage Improvements to the District Outfall Improvements. The property owner shall be responsible for the related costs, unless the District, in its discretion, decides to cover some or all of the costs.

- If there are no existing Lot Drainage Improvements, but there are District Outfall Improvements already installed adjacent thereto, the property owner shall submit a request for the installation and connection to the District Outfall Improvements. The property owner shall be responsible for all related costs.
- If there are no existing Lot Drainage Improvements and there are no District Outfall Improvements already installed adjacent thereto, the property owner shall submit a request for the installation and connection to the District Outfall Improvements. The property owner shall be responsible for all related costs.
- If there are no existing Lot Drainage Improvements, but the District determines that water runoff from said property is causing damage to the lake banks, the property owner will be responsible for repairing such damage. The District will encourage the property owner to pursue installation of Lot Drainage Improvements in accordance with the Rules.

See Section 3 of the Rules for complete language pertaining to Lot Drainage Improvements, including installation, modification, costs and identification of Drainage Properties versus non-Drainage Properties.

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

**UNAUDITED
FINANCIAL
STATEMENTS**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2025**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED BALANCE SHEET
SEPTEMBER 30, 2025**

	General Funds	Debt Service Funds	Total Governmental Funds
ASSETS			
Cash & investments	\$3,944,834	\$ 590,843	\$ 4,535,677
Deposits	525	-	525
Due from clearing fund	12,333	-	12,333
Accounts receivable	47,164	-	47,164
Due from other funds			
Brooks I			
General fund	-	23,021	23,021
Brooks II			
General fund	-	43,718	43,718
Undeposited fund	4,313	43,217	47,530
Total assets	<u>\$ 4,011,179</u>	<u>\$ 700,799</u>	<u>\$ 4,711,978</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Accounts payable	\$ 236,489	\$ -	\$ 236,489
Due to other funds			
Brooks I			
Debt service - series 2021	23,021	-	23,021
Brooks II			
Debt service - series 2021	43,718	-	43,718
Brooks II			
General fund	2,010	-	2,010
Total liabilities	<u>305,238</u>	<u>-</u>	<u>305,238</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	36,142	-	36,142
Total deferred inflows of resources	<u>36,142</u>	<u>-</u>	<u>36,142</u>
Fund balances:			
Restricted for:			
Debt service	-	700,799	700,799
Capital outlay projects	200,000	-	200,000
Unassigned	3,469,799	-	3,469,799
Total fund balances	<u>3,669,799</u>	<u>700,799</u>	<u>4,370,598</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 4,011,179</u>	<u>\$ 700,799</u>	<u>\$ 4,711,978</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 SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 3,546,768	\$ 3,530,280	100%
Coconut Road - cost sharing (mall contribution)	4,313	4,313	13,000	33%
Interest & miscellaneous	4,170	73,437	3,500	2098%
Total revenues	8,483	3,624,518	3,546,780	102%
EXPENDITURES				
Administrative				
Supervisors	2,475	13,884	14,000	99%
Management	7,627	91,526	91,526	100%
Accounting	3,173	38,077	38,077	100%
Audit	-	19,000	19,000	100%
Legal	9,360	30,359	10,000	304%
Field management	3,632	43,576	43,576	100%
Engineering	3,851	160,254	35,000	458%
Trustee	-	4,463	12,900	35%
Dissemination agent	167	2,000	2,000	100%
Arbitrage rebate calculation	-	-	6,000	0%
Assessment roll preparation	2,250	27,000	26,999	100%
Telephone	87	1,035	1,035	100%
Postage	1,077	2,865	1,200	239%
Insurance	-	26,151	20,000	131%
Printing and binding	189	2,277	2,277	100%
Legal advertising	-	542	1,500	36%
Contingencies	401	4,928	3,999	123%
Capital outlay - 2023 note repayment	156,134	631,052	899,999	70%
Annual district filing fee	-	350	350	100%
ADA website compliance	-	210	351	60%
Communication	-	-	1,000	0%
Total administrative	190,423	1,099,549	1,230,789	89%
Water management				
Contractual services	39,441	604,823	376,501	161%
NPDES permit	600	12,163	20,000	61%
Aquascaping	-	1,050	30,000	4%
Aeration	64,845	98,595	65,000	152%
Aeration operating supplies	3,784	61,501	41,380	149%
Culvert cleaning	1,480	47,431	88,501	54%
Capital outlay-lake bank erosion	1,349	145,408	100,000	145%
Boundary exotic removal	5,499	45,500	48,000	95%
Miscellaneous	-	-	5,000	0%
Total water management	116,998	1,016,471	774,382	131%

**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 SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	35,568	20,000	178%
Electricity	4,127	46,797	46,000	102%
Miscellaneous	222	2,667	2,500	107%
Total lighting services	<u>4,349</u>	<u>85,032</u>	<u>68,500</u>	124%
Maintenance				
Railroad crossing lease	-	15,092	-	N/A
Total maintenance	<u>-</u>	<u>15,092</u>	<u>-</u>	N/A
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	43,224	55,000	79%
Plant replacement supplies	-	-	80,000	0%
Maintenance supplies	-	8,863	29,999	30%
Electricity	127	1,602	649	247%
Irrigation water	14,429	82,235	110,000	75%
Electric - 41 entry feature/irrigation	1,099	9,237	10,000	92%
Contract services	-	521	4,501	12%
Irrigation repairs	-	14,210	24,999	57%
Landscape maintenance contract	36,468	554,248	717,000	77%
Capital Improvement 2023/2024	81,513	759,031	-	N/A
Capital outlay	-	811,444	-	N/A
Irrigation management	2,205	13,073	13,000	101%
Total Coconut Rd. & Three Oaks Parkway	<u>135,841</u>	<u>2,297,688</u>	<u>1,045,148</u>	220%

**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 SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Other fees and charges				
Property appraiser	-	3,555	4,522	79%
Tax collector	-	6,542	4,936	133%
Total other fees and charges	-	10,097	9,458	107%
Total expenditures	447,611	4,523,929	3,128,275	145%
Excess/(deficiency) of revenues over/(under) expenditures	(439,128)	(899,411)	418,505	
Fund balances - beginning	4,108,927	4,569,210	1,951,963	
Assigned: capital outlay projects	200,000	200,000	200,000	
Unassigned	3,469,799	3,469,799	2,170,459	
Fund balances - ending	<u>\$ 3,669,799</u>	<u>\$ 3,669,799</u>	<u>\$ 2,370,468</u>	

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
SEPTEMBER 30, 2025**

	<u>Balance</u>
ASSETS	
BankUnited	\$ 140,000
Bank United ICS	932,483
Truist	67,334
Finemark: MMF	31,782
SunTrust - reserve	10,565
Series 2023 B1	1,325,457
Deposits	525
Due from clearing fund	8,103
Accounts receivable	30,987
Undeposited funds	4,313
Total assets	<u><u>\$ 2,551,549</u></u>
 LIABILITIES & FUND BALANCES	
Liabilities:	
Accounts payable	\$ 155,373
Due to other funds	
Brooks I	
Debt service - series 2021	23,021
Due to other governments	
Brooks II	
General fund	2,010
Total liabilities	<u>180,404</u>
 DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	23,745
Total deferred inflows of resources	<u>23,745</u>
 Fund balances:	
Reserved for:	
Capital outlay projects	131,400
Unassigned	2,216,000
Total fund balances	<u>2,347,400</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u><u>\$ 2,551,549</u></u>

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 2,330,266	\$ 2,319,394	100%
Coconut Road - cost sharing (mall contribution)	4,313	4,313	8,541	50%
Interest & miscellaneous	2,890	49,235	2,300	2141%
Total revenues	<u>7,203</u>	<u>2,383,814</u>	<u>2,330,235</u>	102%
EXPENDITURES				
Administrative				
Supervisors	1,626	9,122	9,198	99%
Management	5,011	60,133	60,133	100%
Accounting	2,085	25,017	25,017	100%
Audit	-	12,483	12,483	100%
Legal	6,150	19,946	6,570	304%
Field management	2,386	28,629	28,629	100%
Engineering	2,530	105,287	22,995	458%
Trustee	-	2,932	8,475	35%
Dissemination agent	110	1,314	1,314	100%
Arbitrage rebate calculation	-	-	3,942	0%
Assessment roll preparation	1,478	17,739	17,739	100%
Telephone	57	680	680	100%
Postage	708	1,882	788	239%
Insurance	-	17,181	13,140	131%
Printing and binding	124	1,496	1,496	100%
Legal advertising	-	356	986	36%
Contingencies	234	2,904	2,628	111%
Capital outlay - 2023 note repayment	156,134	322,754	591,300	55%
Annual district filing fee	-	230	230	100%
ADA website compliance	-	138	231	60%
Communication	-	-	657	0%
Total administrative	<u>178,633</u>	<u>630,223</u>	<u>808,631</u>	78%
Water management				
Contractual services	25,913	397,369	247,361	161%
NPDES permit	394	7,991	13,140	61%
Aquascaping	-	690	19,710	4%
Aeration	42,603	64,777	42,705	152%
Aeration operating supplies	2,486	40,406	27,187	149%
Culvert cleaning	972	31,162	58,145	54%
Capital outlay-lake bank erosion	886	95,533	65,700	145%
Boundary exotic removal	3,613	29,893	31,536	95%
Miscellaneous	-	-	3,285	0%
Total water management	<u>76,867</u>	<u>667,821</u>	<u>508,769</u>	131%

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	23,368	13,140	178%
Electricity	2,711	30,746	30,222	102%
Miscellaneous	146	1,752	1,643	107%
Total lighting services	<u>2,857</u>	<u>55,866</u>	<u>45,005</u>	124%
Maintenance				
Railroad crossing lease	-	9,916	-	N/A
Total maintenance	<u>-</u>	<u>9,916</u>	<u>-</u>	N/A
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	28,398	36,135	79%
Plant replacement supplies	-	-	52,560	0%
Maintenance supplies	-	5,823	19,710	30%
Electricity	83	1,052	427	246%
Irrigation water	9,480	54,028	72,270	75%
Electric - 41 entry feature/irrigation	722	6,069	6,570	92%
Contract services	-	342	2,957	12%
Irrigation repairs	-	9,336	16,425	57%
Landscape maintenance contract	23,960	364,141	471,069	77%
Capital improvement 2023/2024	-	590,531	-	N/A
Capital outlay	-	533,119	-	N/A
Irrigation management	1,449	8,589	8,541	101%
Total Coconut Rd. & Three Oaks Parkway	<u>35,694</u>	<u>1,601,428</u>	<u>686,664</u>	233%

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Property appraiser	-	2,336	3,107	75%
Tax collector	-	4,260	3,107	137%
Total other fees & charges	-	6,596	6,214	106%
Total expenditures	294,051	2,971,850	2,055,283	145%
 Excess/(deficiency) of revenues over/(under) expenditures	 (286,848)	 (588,036)	 274,952	
Fund balances - beginning	2,634,248	2,935,436	1,207,387	
Assigned: capital outlay projects	131,400	131,400	131,400	
Unassigned	2,216,000	2,216,000	1,350,939	
Fund balances - ending	<u>\$ 2,347,400</u>	<u>\$ 2,347,400</u>	<u>\$ 1,482,339</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
SEPTEMBER 30, 2025**

	<u>Balance</u>
ASSETS	
BankUnited	\$ 223,756
BankUnited ICS	415,998
Truist	99,214
Series 2023 BII	687,680
Finemark: MMF	10,565
Due from clearing fund	4,230
Accounts receivable	16,177
Due from other governments	
Brooks I	
General fund	2,010
Total assets	<u><u>\$ 1,459,630</u></u>
LIABILITES & FUND BALANCES	
Liabilities:	
Accounts payable	\$ 81,116
Due to other funds	
Brooks II	
Debt service - series 2021	43,718
Total liabilities	<u>124,834</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	12,397
Total deferred inflows of resources	<u>12,397</u>
Fund balances:	
Reserved for:	
Capital outlay projects	68,600
Unassigned	1,253,799
Total fund balances	<u>1,322,399</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u><u>\$ 1,459,630</u></u>

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$1,216,502	\$1,210,886	100%
Coconut Road - cost sharing (mall contribution)	-	-	4,459	0%
Interest & miscellaneous	1,280	24,202	1,201	2015%
Total revenues	1,280	1,240,704	1,216,546	102%
EXPENDITURES				
Administrative				
Supervisors	849	4,762	4,802	99%
Management	2,616	31,393	31,393	100%
Accounting	1,088	13,060	13,060	100%
Audit	-	6,517	6,517	100%
Legal	3,210	10,413	3,430	304%
Field management	1,246	14,947	14,947	100%
Engineering	1,321	54,967	12,005	458%
Trustee	-	1,531	4,425	35%
Dissemination agent	57	686	686	100%
Arbitrage rebate calculation	-	-	2,058	0%
Assessment roll preparation	772	9,261	9,261	100%
Telephone	30	355	355	100%
Postage	369	983	412	239%
Insurance	-	8,970	6,860	131%
Printing and binding	65	781	781	100%
Legal advertising	-	186	515	36%
Contingencies	167	2,024	1,372	148%
Capital outlay - 2023 note repayment	-	308,298	308,700	100%
Annual district filing fee	-	120	120	100%
ADA website compliance	-	72	120	60%
Communication	-	-	343	0%
Total administrative	11,790	469,326	422,162	111%
Water management				
Contractual services	13,528	207,454	129,140	161%
NPDES permit	206	4,172	6,860	61%
Aquascaping	-	360	10,290	3%
Aeration	22,242	33,818	22,295	152%
Aeration operating supplies	1,298	21,095	14,193	149%
Culvert cleaning	508	16,269	30,356	54%
Capital outlay-lake bank erosion	463	49,875	34,300	145%
Boundary exotic removal	1,886	15,607	16,464	95%
Miscellaneous	-	-	1,715	0%
Total water management	40,131	348,650	265,613	131%

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	12,200	6,860	178%
Electricity	1,416	16,051	15,778	102%
Miscellaneous	76	915	858	107%
Total lighting services	<u>1,492</u>	<u>29,166</u>	<u>23,496</u>	124%
Maintenance				
Railroad crossing lease	-	5,176	-	N/A
Total maintenance	<u>-</u>	<u>5,176</u>	<u>-</u>	N/A
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	14,826	18,865	79%
Plant replacement supplies	-	-	27,440	0%
Maintenance supplies	-	3,040	10,290	30%
Electricity	44	550	223	247%
Irrigation water	4,949	28,207	37,730	75%
Electric - 41 entry feature/irrigation	377	3,168	3,430	92%
Contract services	-	179	1,544	12%
Irrigation repairs	-	4,874	8,575	57%
Landscape maintenance contract	12,508	190,107	245,931	77%
Capital improvement 2023/2024	81,513	168,500	-	N/A
Capital outlay	-	278,325	-	N/A
Irrigation management	756	4,484	4,459	101%
Total Coconut Rd. & Three Oaks Parkway	<u>100,147</u>	<u>696,260</u>	<u>358,487</u>	194%

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Property appraiser	-	1,219	1,415	86%
Tax collector	-	2,282	1,829	125%
Total other fees & charges	-	3,501	3,244	108%
Total expenditures	153,560	1,552,079	1,073,002	145%
Excess/(deficiency) of revenues over/(under) expenditures	(152,280)	(311,375)	143,544	
Fund balances - beginning	1,474,679	1,633,774	744,576	
Assigned: capital outlay projects	68,600	68,600	68,600	
Unassigned	1,253,799	1,253,799	819,520	
Fund balances - ending	<u>\$1,322,399</u>	<u>\$1,322,399</u>	<u>\$ 888,120</u>	

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2001)
SEPTEMBER 30, 2025**

	<u>Balance</u>
ASSETS	
Due from other funds	
Brooks I	
General fund	\$ 23,021
Undeposited fund	<u>43,217</u>
Total assets	<u><u>\$ 66,238</u></u>
 LIABILITIES & FUND BALANCES	
Liabilities:	-
Total liabilities	<u>-</u>
 Fund balances:	
Restricted for:	
Debt service	<u>66,238</u>
Total fund balances	<u><u>66,238</u></u>
 Total liabilities & fund balances	<u><u>\$ 66,238</u></u>

**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 SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ -	\$ 72,647	\$ 72,439	100%
Assessment prepayments	-	43,217	-	N/A
Total revenues	-	115,864	72,439	160%
EXPENDITURES				
Debt service				
Principal	-	65,000	55,000	118%
Interest	-	15,229	16,286	94%
Total debt service	-	80,229	71,286	113%
Excess/(deficiency) of revenues over/(under) expenditures	-	35,635	1,153	
Fund balances - beginning	66,238	30,603	40,011	
Fund balances - ending	<u>\$ 66,238</u>	<u>\$ 66,238</u>	<u>\$ 41,164</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)
SEPTEMBER 30, 2025**

	<u>Balance</u>
ASSETS	
Investments:	
Revenue	\$ 316,660
Prepayment	212
Reserve	273,970
Sinking	1
Total assets	<u>\$ 590,843</u>
 LIABILITIES & FUND BALANCES	
Liabilities:	<u>-</u>
Total liabilities	<u>-</u>
 Fund balances:	
Restricted for:	
Debt service	590,843
Total fund balances	<u>590,843</u>
 Total liabilities & fund balances	<u>\$ 590,843</u>

**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 SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ -	\$ 1,096,405	\$ 1,092,960	100%
Interest	1,925	33,705	-	N/A
Total revenues	<u>1,925</u>	<u>1,130,110</u>	<u>1,092,960</u>	103%
EXPENDITURES				
Debt service				
Principal	-	891,000	891,000	100%
Interest	-	212,970	212,970	100%
Total debt service	<u>-</u>	<u>1,103,970</u>	<u>1,103,970</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,925	26,140	(11,010)	
Fund balances - beginning	<u>588,918</u>	<u>564,703</u>	<u>532,950</u>	
Fund balances - ending	<u><u>\$ 590,843</u></u>	<u><u>\$ 590,843</u></u>	<u><u>\$ 521,940</u></u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2003)
SEPTEMBER 30, 2025**

	<u>Balance</u>
ASSETS	
Due from other funds	
Brooks II	
General fund	\$ 43,718
Total assets	<u>\$ 43,718</u>
LIABILITIES & FUND BALANCES	
Liabilities:	-
Total liabilities	<u>-</u>
Fund balances:	
Restricted for:	
Debt service	43,718
Total fund balances	<u>43,718</u>
Total liabilities & fund balances	<u>\$ 43,718</u>

**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 SEPTEMBER 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll	\$ -	\$ 93,772	\$ 93,437	100%
Total revenues	<u>-</u>	<u>93,772</u>	<u>93,437</u>	100%
EXPENDITURES				
Debt service				
Principal	-	65,000	65,000	100%
Interest	-	28,525	28,538	100%
Total debt service	<u>-</u>	<u>93,525</u>	<u>93,538</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	247	(101)	
Fund balances - beginning	43,718	43,471	42,869	
Fund balances - ending	<u>\$ 43,718</u>	<u>\$ 43,718</u>	<u>\$ 42,768</u>	

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

MINUTES

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 Public Hearing and Regular Meeting on August 27, 2025 at 1:00 p.m., at the Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928.

Present for Brooks CDD:

James Merritt	Chair
David Garner (via telephone)	Vice Chair
John (Rod) Woolsey	Assistant Secretary
Edward Franklin	Assistant Secretary
Sandra Varnum	Assistant Secretary

Present for Brooks II CDD:

Joseph Bartoletti	Chair
Ken D. Gould	Vice Chair
Thomas Bertucci	Assistant Secretary
Mary O'Connor	Assistant Secretary
Lynn Bunting	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Meagan Magaldi	District Counsel
Mark Zordan	Johnson Engineering, Inc. (JEI)
Blake Grimes	GulfScapes Landscape Mgmt Services
Bill Kurth	Premier Lakes, Inc. (Premier)
Charles Orlando	Resident
Lynn Franklin	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:03 p.m.

For Brooks of Bonita Springs, Supervisors Woolsey, Franklin, Varnum and Merritt were present. Supervisor Garner attended via telephone.

For Brooks of Bonita Springs II, all Supervisors were present.

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr. Woolsey, with all in favor, authorizing Mr. Garner's attendance and full participation, via telephone, due to exceptional circumstances, was approved.

SECOND ORDER OF BUSINESS

Public Comments: Agenda items only [3 minutes per person]

No members of the public spoke.

BROOKS OF BONITA SPRINGS CDD ITEMS

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Sandra Varnum [Seat 3]

This item was presented following the Eighteenth Order of Business.

FOURTH ORDER OF BUSINESS

Consideration of Appointment to Fill Unexpired Term of Seat 3; Term Expires November 2028

This item was discussed following the Sixth and Eighteenth Orders of Business.

- **Administration of Oath of Office to Appointed Supervisor (the following will be provided under separate cover)**
 - A. Required Ethics Training and Disclosure Filing**
 - **Sample Form 1 2023/Instructions**
 - B. Membership, Obligations and Responsibilities**
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office**

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-06, Electing and Removing Officers of the District and Providing for an Effective Date

This item was deferred.

JOINT BUSINESS ITEMS

SIXTH ORDER OF BUSINESS

**Discussion: Premier Lakes July 2025 Quality
Control Lake Report**

Mr. Kurth presented the July 2025 Quality Control Lake Report and discussed the increased algae due to rainfall, the recently installed littoral plants and torpedo grass. He stated that crews will monitor and treat the lakes.

Mr. Kurth responded to questions regarding floating weeds, whether the increased amount of shoreline weeds is indicative of the summer season, if the aerators were turned off for cleaning purposes and why there are no notes regarding the inspected lakes in the report.

Mr. Merritt stated it would be helpful if the report indicated “no findings” under the inspected lakes with no issues. He asked Staff and Mr. Kurth to assess the littorals.

▪ **Consideration of Appointment to Fill Unexpired Term of Seat 3**

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

Mr. Merritt stated that a resident interested in serving on the Board has another meeting to attend; and asked him to introduce himself.

Resident Charles Orlando stated he resides in Spring Run, currently serves on its Board of Directors and is a candidate for the seat vacated by Ms. Varnum.

Asked why he would like to join the Board and how his expertise could benefit the CDD, Mr. Orlando stated he has 40 years of experience in the construction industry and believes his background would be ideal, in terms of analyzing and reviewing the CDD’s construction projects. He stated he and his wife support wildlife conservation and community preservation and they enjoy and appreciate the Southwest Florida lifestyle.

SEVENTH ORDER OF BUSINESS

**Landscape Report: GulfScapes Landscape
Management Services**

• **Irrigation Reports**

A. Meter Usage by Clock

B. Year-Over-Year Water Usage

Mr. Grimes presented the Irrigation Reports and reported that flagging for the sidewalk project will commence in the first week of September.

Mr. Grimes responded to questions about irrigation leaks on 3 Oaks and near the Copperleaf entrance, if the Board should be aware of any further irrigation repair contracts, Coleus plant maintenance, sod repair in Copperleaf, meter usage by clock and water usage.

Mr. Bartoletti asked Mr. Franklin and Mrs. Bunting to coordinate with Mr. Grimes to produce a 10-year landscape plan, which will be communicated to all four communities.

EIGHTH ORDER OF BUSINESS

**Joint Public Hearing on Adoption of Fiscal
Year 2025/2026 Budget**

A. Proof/Affidavit of Publication

B. Consideration of Resolutions Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams presented the Resolutions and stated the Fiscal Year 2026 budgets are unchanged from when they were last presented. There are no increases in the operating assessment levels year-over-year.

Mr. Adams and Mrs. Adams responded to questions regarding the reasons for the “Legal” line item increase, “Engineering” line item decrease, why the “Insurance” line item remained flat, why Field Operations is 87% above the budgeted expenditures, the Premier Lakes contract, aeration systems to be installed, pump replacement, when there will be a discussion regarding a capital budget and if financial graphs could be created and presented going forward.

Mr. Adams opened the Public Hearing.

No affected property owners or members of the public spoke.

Mr. Adams closed the Public Hearing.

I. Resolution 2025-07, Brooks of Bonita Springs Community Development District

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Ms. Varnum, with all in favor, Resolution 2025-07, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

II. Resolution 2025-05, Brooks of Bonita Springs II Community Development District

On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by Ms. Bunting with all in favor, Resolution 2025-05, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Resolutions Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

A. Resolution 2025-08, Brooks of Bonita Springs Community Development District

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr. Woolsey, with all in favor, Resolution 2025-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

B. Resolution 2025-06, Brooks of Bonita Springs II Community Development District

On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by Ms. O'Connor, with all in favor, Resolution 2025-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Discussion: Rule Making Process

Ms. Magaldi stated drafting the Rules is still underway. A draft will be emailed to the Boards before the next meeting.

The Boards and Staff discussed the rulemaking process timeline, what the Rules are intended to address, how to recover funds from homeowners who should contribute to an erosion repair project on Lakes 46 and 130, the Association, CDD jurisdiction over the golf course, The Commons Club and the Country Club, the South Florida Water Management District (SFWMD) and enforcement.

Mr. Merritt and Mr. Gould will co-lead a Projects Committee for the erosion repair project on Lakes 46 and 130.

ELEVENTH ORDER OF BUSINESS

**Discussion/Update: Capital Improvements
[20 Year Bond]**

Mr. Adams recalled introducing a model for a 20 or 30-year bond at a previous meeting. He discussed items on the Capital Improvement Plan (CIP) list, including streetlights, aeration system, monuments, contingencies, costs of issuance, Equivalent Residential Units (ERUs), total bond issue amount and 1% collection costs. The proceeds will likely be available in the first quarter of 2026 and the first interest-only payment will be due on November 1, 2026. Interest payments are due twice per year in May and November and principal payments are due once per year in May.

Discussion ensued regarding the bond issue amount, construction projects, debt service reserve, interest rate, assessment amount that will go on the tax bill and potential tax reduction as a result of the new long-term bond.

Mr. Bertucci discussed a 2008 Interlocal Agreement between the CDDs and Lee County wherein the CDDs relinquished the road right-of-way (ROW) to the County, sidewalk maintenance, streetlights and landscaping.

Mr. Adams stated the CDDs are responsible for maintenance of the sidewalks and Staff can contact the County to inquire about cost-sharing.

Discussion ensued regarding the streetlights, road widening, roadside drainage and the sidewalk repair project.

It was noted that the District Engineer will contact the County regarding cost sharing.

214

215 **TWELFTH ORDER OF BUSINESS**

Update: Sidewalk Project

216

217 Mr. Zordan stated milling will commence on September 2, 2025 and, on September 8,
218 2025, the concrete will be formed and poured. The project will take 2½ months to complete.

219 Asked for an update on the Americans with Disability Act (ADA) requirements, Mr. Zordan
220 stated the CDDs are responsible any liability issues. A change order will be needed for the
221 installation of ADA mats on 3 Oaks and Coconut.

222

223 **THIRTEENTH ORDER OF BUSINESS**

Update: Street Light Project

224

225 Referencing a handout, Mr. Bertucci stated, after attending several meetings with the
226 Village of Estero (VOE) officials, the direction of the streetlight project is still uncertain. He
227 discussed the meetings, needing to meet photometric requirements, materials prices, as-built
228 drawings, conduit and the project costs.

229 Discussion ensued regarding decorative poles, the Interlocal Agreement with the County,
230 the VOC, photometric requirements, tree removals, culverts, a roadway expansion project and
231 the next VOE meeting.

232

233 **FOURTEENTH ORDER OF BUSINESS**

Update: Tree Removal Project

234

235 Ms. Bunting reported that Mr. Grimes, Jessica from JEI, Mr. Willems and Ms. Gibbs will
236 participate in a drive-through tomorrow to review the trees tagged for removal. She hopes the
237 trees that caused major damage to the sidewalks and curbs in the past will be approved for
238 removal.

239 Ms. Bunting responded to questions about the exact locations of the trees in question,
240 the number of trees slated for removal, tree replacement, a map and what she anticipates will
241 be the outcome of the drive-through.

242

243 **FIFTEENTH ORDER OF BUSINESS**

**Consideration of Resolutions Designating
Dates, Times and Locations for Regular
Meetings of the Boards of Supervisors of**

244

245

**the Districts for Fiscal Year 2025/2026 and
Providing for an Effective Date**

Mr. Bartoletti asked for a January meeting to be added to the Fiscal Year 2026 Meeting Schedule.

The following change will be made to the 2025/2026 Joint Meeting Schedule:

DATE & TIME: Insert January 28, 2026 at 1:00 PM

A. Resolution 2025-09, Brooks of Bonita Springs Community Development District

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Ms. Varnum, with all in favor, Resolution 2025-09, Designating Dates, Times and Locations for Regular Meetings of the Boards of Supervisors of the Districts for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

B. Resolution 2025-07, Brooks of Bonita Springs II Community Development District

On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by Ms. Bunting, with all in favor, Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Boards of Supervisors of the Districts for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

SIXTEENTH ORDER OF BUSINESS

**Consideration of Goals and Objectives
Reporting FY 2026 [HB7013 - Special
Districts Performance Measures and
Standards Reporting]**

- Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

A. Brooks of Bonita Springs II Community Development District

On MOTION by Mr. Bartoletti and seconded by Ms. O'Connor, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, were approved.

B. Brooks of Bonita Springs Community Development District

On MOTION by Mr. Woolsey and seconded by Mr. Franklin, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, were approved.

SEVENTEENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of July 31, 2025**

• **Financial Highlights Report**

Mr. Adams and Mrs. Adams responded to questions regarding the “Insurance” and “Capital Outlay” items on the Financial Highlights report.

The financials were accepted.

EIGHTEENTH ORDER OF BUSINESS

**Approval of July 23, 2025 Joint Regular
Meeting Minutes**

Mr. Zordan noted some confusion on Page 2 regarding pool piping and drainage piping, and pickleball versus tennis courts and locations.

The following submitted and spoken changes were made:

Line 49: Delete “pool”

Line 50: Insert “piping” after “drainage”

Line 51: Delete “pool” and insert “piping” after “drainage”

Line 54: Change “pickleball” to “tennis” and change “south” to “west”

Line 56: Change “north” to “south”

Line 121: Insert “in the past” after “locations”

Line 125: Change “one section” to “localized sections”

Line 170: Insert “, SWCA Manager,” after “Ms. Luster”

Line 184: Change “excluded” to “included”

Line 221: Change “the 30 bases” to “30 bases to meet current code rules” and change “DOT” to “village”

Line 240: Change “Mr. Bartoletti” to “Mr. Bertucci”

Line 309: Insert “Three Oaks Right of Way” after “the”

Line 325: Insert “, by phone,” after “confirmed”

On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by Ms. Bunting, with all in favor, the July 23, 2025 Joint Regular Meeting Minutes, as amended and including any additional changes submitted to Management, were approved.

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Ms. Varnum, with all in favor, the July 23, 2025 Joint Regular Meeting Minutes, as amended and including any additional changes submitted to Management, were approved.

▪ **Acceptance of Resignation of Sandra Varnum [Seat 3]**

This item, previously the Third Order of Business, was presented out of order.

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Ms. Varnum, with all in favor, the resignation of Sandra Varnum from Seat 3, was accepted.

▪ **Consideration of Appointment to Fill Unexpired Term of Seat 3; Term Expires November 2028**

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

Mr. Merritt nominated Charles Orlando to fill Seat 3. No other nominations were made.

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr. Franklin, with all in favor, the appointment of Charles Orlando to fill Seat 3, was approved.

Mr. Adams discussed lake levels after heavy rains, emergency gate operations, when sheet flow data was last updated, when the culverts will be cleaned, recent rain events, the retention ponds, the GIS maps, the flow way, water levels and rain gauge.

Staff will email the emergency gate operation requirements to the Boards and post them on the website.

Mr. Woolsey and Mr. Bartoletti will draft and send a letter the residents explaining the rain gauge.

NINETEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Coleman, Yovanovich & Koester, P.A.

B. District Engineer: Johnson Engineering, Inc.

There were no reports from District Counsel or the District Engineering.

C. Field Operations: Wrathell, Hunt and Associates, LLC

- **Monthly Status Report – Field Operations**

The Field Operations Report was included for informational purposes.

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

- **NEXT MEETING DATE: TBD**

- **QUORUM CHECK – BROOKS OF BONITA SPRINGS**

- **QUORUM CHECK – BROOKS OF BONITA SPRINGS II**

TWENTIETH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors' requests.

TWENTY-FIRST ORDER OF BUSINESS

**Public Comments: Non-Agenda items only
[3 minutes per person]**

No members of the public spoke.

TWENTY-SECOND ORDER OF BUSINESS

Adjournment

On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr. Woolsey, with all in favor, the meeting adjourned at 3:48 p.m.

On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by Ms. O'Connor with all in favor, the meeting adjourned at 3:48 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**BROOKS OF BONITA SPRINGS &
BROOKS OF BONITA SPRINGS II CDDS**

DRAFT

August 27, 2025

388 **FOR BROOKS OF BONITA SPRINGS:**

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393 _____
Secretary/Assistant Secretary

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

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Secretary/Assistant Secretary

Chair/Vice Chair

Chair/Vice Chair

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

**STAFF
REPORTS**

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

**STAFF
REPORTS
C**



Wrathell, Hunt and Associates, LLC

TO: Brooks of Bonita Springs I & II CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: October 22, 2025

SUBJECT: Status Report – Field Operations

Aquatics & Wetlands:

Lake Bank Restoration Projects:

- Working through washouts punch list, completion expected before end of month.
- On-site meeting at lake 46 (8/11/25) to discuss upcoming project, participants:
Supervisor Merritt
Supervisor Gould
District Staff Shane Willis
- 10/15/25 Notified by JEI that they have begun the Engineer Certification Process for project completion and scheduling a permit inspection by the county.
- Fountains: 41 & Coconut Rd entry fountains repaired 8/19/25, total cost \$1,178.40 (maintenance agreement executed as well 2025-2027 \$1,160.00 annually).

Street Light Repairs

- 10/9/24 - \$1,628.00
- 11/14/24 - \$1,835.00
- 12/16/24 - \$17,654.00 (Hurricane Milton & Helene repairs)
- 12/18/24 - \$2,176.00
- 3/10/25 - \$2,470.00
- 5/17/25 - \$2,087.00
- 7/29/25 - \$1,409.00
- 8/5/25 - \$8,485.00

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

**STAFF
REPORTS
D**

BROOKS OF BONITA SPRINGS AND BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICTS		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 JOINT MEETING SCHEDULE		
LOCATION		
<i>Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2025	Regular Meeting	1:00 PM
January 28, 2026	Regular Meeting	1:00 PM
April 22, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	1:00 PM
June 24, 2026	Regular Meeting	1:00 PM
July 22, 2026	Regular Meeting	1:00 PM
August 26, 2026	Public Hearing & Regular Meeting <i>Adoption of FY2027 Budget</i>	1:00 PM