

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

January 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

January 15, 2025

ATTENDEES:

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

NOTE: Meeting Location

Boards of Supervisors

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

Dear Board Members:

The Boards of Supervisors of the Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development Districts will hold a Joint Regular Meeting on January 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 ITEMS

3. Administration of Oath of Office to Elected Supervisors [Edward Franklin - Seat 1, James Merritt - Seat 2] (*the following to be provided in a separate package*)
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum
4. Consideration of Resolution 2025-01, Declaring a Vacancy in Seat 3 of the Board of Supervisors Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing an Effective Date
5. Consider Appointment of Qualified Elector to Fill Seat 3 Vacancy; *Terms Expire November 2028*
 - Administration of Oath of Office to Newly Appointed Supervisor
6. Consideration of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date

BROOKS OF BONITA SPRINGS II ITEMS

7. Administration of Oath of Office to Elected Supervisors [Lynn Bunting - Seat 1, Kenneth Gould - Seat 2] *(the following to be provided in a separate package)*
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum
8. Consideration of Resolution 2025-01, Electing and Removing Officers of the District, and Providing for an Effective Date

JOINT BUSINESS ITEMS

9. Consideration of Award of Contract - Landscape Maintenance
10. Landscape Report: *GulfScapes Landscape Management Services*
 - Irrigation Reports
 - A. Meter Usage by Clock
 - B. Year-Over-Year Water Usage
11. Discussion: Premier Lakes December 2024 Quality Control Lake Report
 - A. Consideration of Premier Lakes One-Time Work Order Agreement [Sonar Herbicide Application]
12. Discussion/Consideration: Superior Waterway Services, Inc. Service Agreement Aeration Design Services
13. Discussion/Consideration of Johnson Engineering, Inc. Proposal for Annual Lake Bank/Littoral Audit *(to be provided under separate cover)*
14. Magnolia Bend Fence Install Request/Presentation
15. Update: Sidewalk Replacement Project
16. Update: Roadway Lighting Project
17. Acceptance of Unaudited Financial Statements as of December 31, 2024

18. Approval of October 23, 2024 Joint Regular Meeting Minutes

19. 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: April 23, 2025 at 1:00 PM [Presentation of FY2026 Proposed Budget]

○ QUORUM CHECK: BROOKS OF BONITA SPRINGS

SEAT 1	ED FRANKLIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JAMES MERRITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	SANDRA VARNUM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOHN (ROD) WOOLSEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	DAVID GARNER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

○ QUORUM CHECK: BROOKS OF BONITA SPRINGS II

SEAT 1	LYNN BUNTING	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KEN D. GOULD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARY O'CONNOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	THOMAS BERTUCCI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOSEPH BARTOLETTI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

20. Supervisors' Requests

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

22. 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
&
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COMMUNITY DEVELOPMENT DISTRICTS**

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RESOLUTION 2025-01

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 3 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Brooks of Bonita Springs Community Development District (“**District**”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, on November 5, 2024, three (3) members of the Board of Supervisors (“**Board**”) are to be elected by “**Qualified Electors**,” as that term is defined in Section 190.003, *Florida Statutes*; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, two (2) Qualified Electors qualified to run for the three (3) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare Seat 3 vacant, effective the second Tuesday following the general election; and

WHEREAS, pursuant to Section 190.006(3)(b), *Florida Statutes*, one (1) Qualified Elector shall be appointed to the vacant seats within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for election as vacant.

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

SECTION 1. The following seat is declared vacant effective as of November 19, 2024:

Seat #3 (currently held by Sandra Varnum)

SECTION 2. Until such time as the District Board appoints one (1) Qualified Elector to fill the vacancy declared in Section 1 above, the incumbent Board Supervisors of those respective seats shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 22nd day of January, 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**

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RESOLUTION 2025-02

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 January 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 January 22, 2025:

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

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BROOKS OF BONITA SPRINGS II COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Brooks of Bonita Springs II Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; 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 II COMMUNITY DEVELOPMENT DISTRICT:

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

ATTEST:

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

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

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

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Wrathell, Hunt and Associates, LLC

TO: Brooks I & II Board of Supervisors
FROM: Shane Willis – Operations Manager
DATE: January 22, 2025
SUBJECT: Consideration of Award of Contract – Landscape Maintenance

Your current landscape maintenance contract expired 11/30/24. Staff has recently put out a request for sealed bids for this service. The bid was advertised in the Fort Myers News Press, as required by statute. Four companies were invited to attend the mandatory pre-bid meeting, three attended and were provided bid packages, with two companies submitting bids. The financial tabulation is as follows:

<u>Company:</u>	<u>1st Year Price:</u>	<u>2nd Year Price:</u>
• Gulfscapes Landscape Management	\$761,923.00	\$761,923.00
• Landcare USA	\$1,259,249.00	\$1,297,028.00

You will note, from the above financial tabulation, that Gulfscapes Landscape Management is the lowest overall bidder. In accordance with the bid specifications, the District will consider award of contract to the lowest responsible and responsive bidder.

Both companies maintain a significant presence throughout the state, as well as locally, for landscape maintenance. They have been in this industry for numerous years and have the stability, knowledge and resources to perform the scope of services under the District’s contract.

For Fiscal Year 2024/25, the District has budgeted \$717,000.00. Your contract with GulfScapes (\$716,611.00) expired November 30, 2024 and we are currently on a month-to-month billing bases. Their current bid submittal reflects a \$45K increase (6.2%)

The District Reserves the right to accept or reject any and all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the Districts.

As stated in the District’s Rules: The lowest, most responsive, responsible and best bid or proposal deemed to be the most advantageous to the District, as appropriate, shall be accepted. “Lowest, most responsive, responsible and best bid or proposal” means, in the sole discretion of the Board, the lowest cost bid or proposal that is: (A) submitted by a competent, responsible person or firm capable and qualified in all respects to perform fully the contract requirements, with the integrity

and reliability, to insure full performance and timely completion; and (B) most responsive to the invitation to bid or request for proposals, as determined by the Board. *Minor variations in the bid may be waived by the Board.* Bids and proposals may not be modified after opening.

**BROOKS OF BONITA SPRINGS
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COMMUNITY DEVELOPMENT DISTRICTS**

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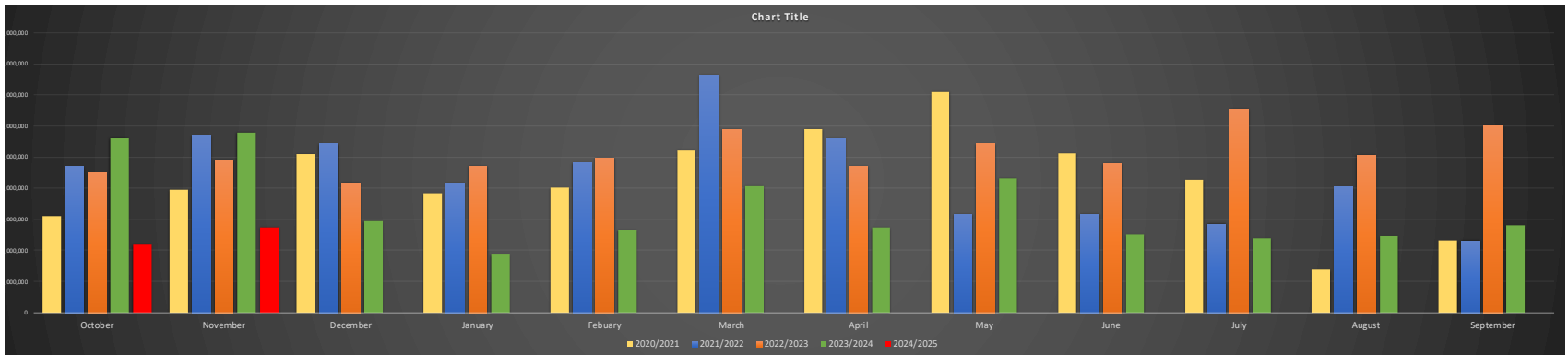
**BROOKS OF BONITA SPRINGS
&
BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS**

10B

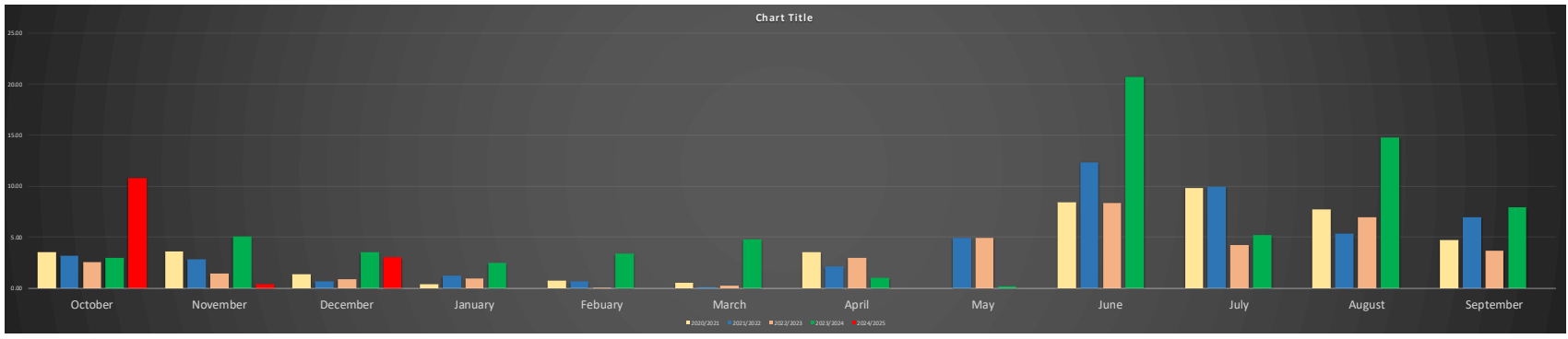
Brooks YOY Water Usage

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											2,464,500	4,929,000
% YOY	-61%	-53%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-26%	-88%

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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,150.81	\$10,301.61



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										7.16	14.32
Inch Diff	7.84	-4.69	-0.43	-2.48	-3.44	-4.83	-1.05	-0.22	-20.68	-5.25	-14.80	-7.92	1.14	-57.95



**BROOKS OF BONITA SPRINGS
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COMMUNITY DEVELOPMENT DISTRICTS**

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The Brooks CDD December 2024 Quality Control Lake Report

Lake #	Brooks Community	Treatment or Inspection Performed	Target	Treatment Date	Observations & Additional Tasks
L1	Front Entrance 1	Treated	Grasses	12/10/2024	
L2	Front Entrance 1	Treated	Grasses	12/10/2024	
L3	Spring Run 1	Inspected			
L4	Spring Run 1	Treated	Shoreline weeds, Algae and Grasses	12/03/2024, 12/10/2024, 12/17/2024	
L5	Spring Run 1	Treated	Shoreline weeds, Algae and Grasses	12/03/2024, 12/17/2024	
L6	Spring Run 1	Treated	Shoreline weeds, Algae and Grasses	12/03/2024, 12/10/2024, 12/17/2024	
L7	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024, 12/10/2024	aeration down
L8	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L9	Spring Run 1	Treated	Shoreline weeds, Algae and Grasses	12/03/2024, 12/10/2024, 12/17/2024	
L10	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L11	Spring Run 1	Treated	Shoreline weeds, Algae and Grasses	12/03/2024, 12/17/2024	aeration down

					checked out aeration- top of cabinet ripped off, both fan & aerator locked up. Lid full of water, dirt and algae.
L12	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L13	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L14	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L15	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L16	Spring Run 1	Treated	Shoreline weeds, Algae and Grasses	12/03/2024, 12/10/2024, 12/17/2024	
L17	Spring Run 1	Treated	Shoreline weeds, Algae and Grasses	12/03/2024, 12/10/2024, 12/17/2024	
L18	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024, 12/10/2024	
L19	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024, 12/10/2024	
L20	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024, 12/10/2024	
L21	Spring Run 1	Treated	Shoreline weeds, Algae and Grasses	12/03/2024, 12/10/2024, 12/17/2024	aeration down
L22	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L23	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L24	Spring Run 1	Treated	Shoreline weeds and Grasses	12/03/2024	
L150	Spring Run 1	Treated	Grasses & Algae	12/10/2024, 12/17/2024	

L25	Shadow Wood 1	Treated	Grasses, Broadleaf & Alligatorweed	12/03/2024, 12/10/2024	
L26	Shadow Wood 1	Treated	Grasses & Alligatorweed	12/03/2024	
L27	Shadow Wood 1	Treated	Grasses & Alligatorweed	12/03/2024	
L28	Shadow Wood 1	Treated	Grasses & Alligatorweed	12/03/2024	
L28A	Shadow Wood 1	Treated	Grasses, Broadleaf weeds & Vallisneria	12/03/2024, 12/10/2024	Sonar
L29	Shadow Wood 1	Inspected			
L30	Shadow Wood 1	Treated	Grasses & Broadleaf weeds	12/10/2024	
L31	Shadow Wood 1	Treated	Grasses & Alligatorweed	12/03/2024	
L32	Shadow Wood 1	Inspected			
L33	Shadow Wood 1	Treated	Grasses & Broadleaf weeds	12/10/2024	
L34	Shadow Wood 1	Treated	Grasses & Broadleaf weeds	12/10/2024	
L35	Shadow Wood 1	Treated	Grasses, Broadleaf weeds, Alligatorweed & Torpedo grass	12/03/2024, 12/10/2024, 12/17/2024	
L36	Shadow Wood 1	Treated	Grasses, Broadleaf weeds, Alligatorweed & Torpedo grass	12/03/2024, 12/10/2024, 12/17/2024	
L37	Shadow Wood 1	Treated	Vallisneria, Grasses & Broadleaf weeds	12/03/2024, 12/10/2024	Sonar
L38	Shadow Wood 1	Inspected			
L39	Shadow Wood 1	Inspected			



L40	Shadow Wood 1	Treated	Grasses, Torpedo Grass, Broadleaf Weeds, Alligatorweed & Vallisneria	12/03/2024, 12/17/2024	Sonar
L41	Shadow Wood 1	Treated	Grasses, Torpedo Grass, Broadleaf Weeds, Alligatorweed, Algae & Vallisneria	12/03/2024, 12/10/2024, 12/17/2024	Sonar
L42	Shadow Wood 1	Treated	Vallisneria, Torpedo grass & Broadleaf weeds	12/03/2024, 12/10/2024, 12/17/2024	Sonar
L43	Shadow Wood 1	Treated	Vallisneria, Torpedo grass & Broadleaf weeds	12/03/2024, 12/10/2024, 12/17/2024	Sonar
L44	Shadow Wood 1	Treated	Shoreline Grasses, Broadleaf weeds & Torpedo grass	12/03/2024, 12/10/2024	
L45	Shadow Wood 1	Treated	Torpedo grass, Plankton	12/10/2024	
L46	Shadow Wood 1	Treated	Vallisneria, Grasses & Broadleaf	12/03/2024, 12/10/2024	Sonar
L47	Shadow Wood 1	Treated	Grasses, Broadleaf, Vallisneria & Alligatorweed	12/03/2024, 12/10/1024, 12/17/2024	
L48	Shadow Wood 1	Treated	Grasses, Submersed weeds & Broadleaf weeds	12/10/2024, 12/17/2024	
L49	Shadow Wood 1	Treated	Shoreline Grasses, Broadleaf weeds & Broadleaf weeds	12/03/2024, 12/17/2024	

L50	Shadow Wood 1	Treated	Shoreline Grasses, Broadleaf weeds & Torpedo grass	12/03/2024, 12/10/2024, 12/17/2024	
L51	Shadow Wood 1	Treated	Grasses & Broadleaf weeds	12/10/2024	
L52	Shadow Wood 1	Treated	Shoreline Grasses, Broadleaf weeds & Torpedo grass	12/03/2024, 12/10/2024	
L53	Shadow Wood 1	Treated	Shoreline Grasses, Torpedo grass, Broadleaf weeds & Vallisneria	12/03/2024, 12/17/2024	Sonar
L54	Shadow Wood 1	Treated	Shoreline Grasses, Broadleaf weeds & Torpedo grass	12/03/2024, 12/10/2024, 12/17/2024	
L55	Shadow Wood 1	Treated	Shoreline Grasses & Broadleaf weeds	12/03/2024	
L56	Shadow Wood 1	Treated	Shoreline Grasses & Broadleaf weeds	12/03/2024	checked out aeration-compressors loud & not running well
L57	Shadow Wood 1	Treated	Shoreline Grasses, Broadleaf weeds & Torpedo grass	12/03/2024, 12/10/2024, 12/17/2024	
L58	Shadow Wood 1	Treated	Shoreline Grasses, Broadleaf weeds & Torpedo grass	12/03/2024, 12/10/2024, 12/17/2024	
L59	Shadow Wood 1	Treated	Shoreline Grasses, Broadleaf weeds & Torpedo grass	12/03/2024, 12/10/2024, 12/17/2024	
L60	Lighthouse Bay 1	Inspected			
L61	Lighthouse Bay 1	Treated	Shoreline weeds, grasses & algae	12/03/2024, 12/10/2024	



L62	Lighthouse Bay 1	Treated	Shoreline weeds, grasses & algae	12/03/2024, 12/10/2024	
L63	Lighthouse Bay 1	Treated	Grasses and Algae	12/10/2024	
L64	Lighthouse Bay 1	Treated	Grasses, Torpedo Grass and Algae	12/10/2024, 12/20/2024	
L65	Lighthouse Bay 1	Treated	Torpedo Grass	12/20/2024	
L66	Lighthouse Bay 1	Treated	Grasses, Torpedo Grass & and Algae	12/10/2024, 12/20/2024	
L67	Lighthouse Bay 1	Treated	Grasses, Torpedo Grass & and Algae	12/10/2024, 12/20/2024	
L68	Lighthouse Bay 1	Treated	Shoreline weeds, Torpedo Grass, Algae & grasses	12/17/2024, 12/20/2024	
L69	Lighthouse Bay 1	Treated	Shoreline weeds, Algae & grasses	12/17/2024	
L70	Lighthouse Bay 1	Treated	Shoreline weeds, Algae & grasses	12/17/2024	
L71	Lighthouse Bay 1	Treated	Shoreline weeds, Algae & grasses	12/03/2024, 12/17/2024	
L72	Lighthouse Bay 1	Treated	Shoreline weeds & grasses	12/03/2024	
L73	Lighthouse Bay 1	Inspected			
L74	ShadowWood 2	Treated	Shoreline Grasses & Broadleaf weeds	12/3/2024	
L75	Shadow Wood 2	Treated	Grasses	12/10/2024	
L76	Shadow Wood 2	Treated	Grasses	12/10/2024	
L77	Shadow Wood 2	Treated	Grasses	12/10/2024	
L78	Shadow Wood 2	Treated	Grasses	12/10/2024	
L79	Shadow Wood 2	Treated	Grasses & Broadleaves	12/03/2024	
L80	Shadow Wood 2	Inspected			

L81	Shadow Wood 2	Treated	Grasses	12/10/2024	
L82	Shadow Wood 2	Treated	Shoreline Grasses, Algae & Broadleaf weeds	12/3/2024, 12/17/2024	
L83	Shadow Wood 2	Treated	Floating, Grasses and Submersed weeds	12/3/2024, 12/10/2024	
L84	Shadow Wood 2	Treated	Grasses	12/10/2024	
L85	Shadow Wood 2	Treated	Shoreline grasses & Broadleaf weeds	12/17/2024	
L86	Shadow Wood 2	Treated	Shoreline grasses & Broadleaf weeds	12/17/2024	
L87	Shadow Wood 2	Inspected			
L88	Shadow Wood 2	Treated	Algae	12/10/2024	
L89	Shadow Wood 2	Treated	Grasses	12/10/2024	
L90	Shadow Wood 2	Treated	Grasses	12/10/2024	
L91	Shadow Wood 2	Treated	Grasses	12/10/2024	
L92	Shadow Wood 2	Inspected			
L93	Shadow Wood 2	Treated	Grasses & Algae	12/10/2024, 12/17/2024	
L94	Shadow Wood 2	Treated	Grasses	12/10/2024	
L95	Shadow Wood 2	Treated	Grasses	12/10/2024	
L96	Shadow Wood 2	Treated	Grasses	12/10/2024	
L97	Shadow Wood 2	Treated	Grasses	12/10/2024	
L98	Shadow Wood 2	Treated	Algae	12/17/2024	

L99	Shadow Wood 2	Treated	Algae, Shoreline grasses & Broadleaf weeds	12/10/2024, 12/17/2024	
L100	Shadow Wood 2	Treated	Algae, Shoreline grasses & Broadleaf weeds	12/10/2024, 12/17/2024	
L101	Shadow Wood 2	Treated	Shoreline Grasses & Broadleaf weeds	12/3/2024	
L102	Shadow Wood 2	Inspected			
L103	Shadow Wood 2	Inspected			
L104	Shadow Wood 2	Inspected			
L105/108	Shadow Wood 2	Treated	Shoreline Grasses & Broadleaf weeds	12/3/2024	
L106	Shadow Wood 2	Inspected			
L107	Shadow Wood 2	Inspected			
L109	Shadow Wood 2	Treated	Algae	12/17/2024	
L110	Shadow Wood 2	Inspected			
L111	Shadow Wood 2	Inspected			
L112	Shadow Wood 2	Inspected			
L113	Shadow Wood 2	Inspected			
L114	Shadow Wood 2	Inspected			
L115	Shadow Wood 2	Inspected			
L116	Shadow Wood 2	Inspected			
L117	Shadow Wood 2	Inspected			



L118	Shadow Wood 2	Treated	Shoreline Grasses & Broadleaf weeds	12/3/2024, 12/17/2024	
L119	Shadow Wood 2	Treated	Grasses and Shoreline weeds	12/3/2024	
L120	Shadow Wood 2	Treated	Grasses and Shoreline weeds	12/3/2024	
L121	Shadow Wood 2	Treated	Shoreline grasses & Broadleaf weeds	12/17/2024	
L147	Shadow Wood 2	Treated	Shoreline grasses & Broadleaf weeds	12/17/2024	
L148	Shadow Wood 2	Treated	Shoreline Grasses, Broadleaf weeds, Floating & Submersed weeds	12/3/2024	
L122	Copperleaf 2	Inspected			
L123	Copperleaf 2	Inspected			
L124	Copperleaf 2	Inspected			
L125	Copperleaf 2	Inspected			
L126	Copperleaf 2	Inspected			
L127	Copperleaf 2	Treated	Grasses & Broadleaves	12/17/2024	
L128	Copperleaf 2	Treated	Grasses & Broadleaves	12/17/2024	
L129	Copperleaf 2	Treated	Algae, Grasses & Broadleaf	12/10/2024	
L130	Copperleaf 2	Treated	Grasses & Broadleaves	12/17/2024	
L131	Copperleaf 2	Treated	Grasses & Algae	12/03/2024, 12/17/2024	<input type="checkbox"/>

L132	Copperleaf 2	Treated	Algae	12/10/2024	
L133	Copperleaf 2	Treated	Grasses & Broadleaves	12/03/2024, 12/17/2024	
L134	Copperleaf 2	Treated	Grasses & Broadleaves	12/17/2024	
L135	Copperleaf 2	Treated	Grasses	12/03/2024	
L136	Copperleaf 2	Treated	Grasses	12/03/2024	applied Metafloc twice
L137	Copperleaf 2	Treated	Grasses	12/03/2024	
L138	Copperleaf 2	Treated	Grasses	12/10/2024	
L139	Copperleaf 2	Treated	Algae	12/17/2024	
L140	Copperleaf 2	Treated	Grasses & Broadleaves	12/03/2024, 12/17/2024	
L141	Copperleaf 2	Treated	Algae, Broadleaves & Grasses	12/03/2024 12/17/2024	
L142	Copperleaf 2	Treated	Algae & Grasses	12/10/2024	
L146	Copperleaf 2	Treated	Grasses	12/03/2024	
L143	Copperleaf 1	Treated	Grasses	12/10/2024	
L144	Copperleaf 1	Treated	Grasses	12/03/2024	
L145	Copperleaf 1	Treated	Grasses	12/03/2024	
L149	Commons Club	Inspected			



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

The majority of our activities over the last month have been standard maintenance treatments for grasses and other shoreline weeds, and algae. Luckily, cooler weather has limited algae growth, and typically, only spot treatment is needed. Many times, algae growth is limited to areas of dying vegetation that release some nutrients. We have continued the application of Sonar herbicide to the lakes within Shadow Wood that have significant Vallisneria issues. We believe the majority of these treatments may give total control, but one or two lakes may need an additional bump. Vallisneria dies very slowly, and with the cooler temperatures, it occurs even slower. This complicates the decision on whether additional treatment is necessary, however, we will continue to monitor these lakes closely and will continue treatment as needed. Other submersed weed issues have currently been treated if necessary. We do see signs that submersed weeds are coming back in other lakes, but at this point, there are only traces, and significant growth will not occur until the water warms.

Our team is utilizing Metafloc, a phosphorus-binding flocculant in Lake 136 in Copperleaf. This lake has lacked clarity and has been growing planktonic algae consistently, and is right near the clubhouse. We are hopeful this proactive solution will improve the look and the health of this lake.



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

1 1 A

From: Bill Kurth <bill.kurth@premierlakesfl.com>

Sent: Tuesday, January 7, 2025 5:19 PM

To: Cleo Adams <crismond@whhassociates.com>; Alex Kurth <alex.kurth@premierlakesfl.com>

Subject: Brooks Sonar

Cleo,

Attached is a one time proposal for Sonar Herbicide application at the Brooks in order to get the lakes in maintenance condition, essentially a start up. I had alerted you to the situation previously. We bid the Brooks with the knowledge that Superior Lakes and Wetlands had been contracted to clean up all the submersed weed issues on property, in addition to their maintenance contract so the expectation was we were bidding on lakes that would be in management condition. I understand that water levels and flow complicated their ability to treat, and I am not sure how many lakes they were to clean up, but our initial visits found serious submersed weed issues that were untreated, some where only partial treatment had been attempted, and some like lake 47 where results seen were very short lived. In November, December, and today we have applied 9.25 gallons of Sonar herbicide to get these issues controlled, mostly Vallisneria. The retail cost of that volume of that product is \$19,220.95

This is a one time start up cost request that would never be repeated. From here on, all herbicide costs would be covered in the maintenance contract. Just as the board considered additional funding to get the lakes cleaned up, we would appreciate the board considering compensating us for this expense.

The cost was calculated based on our actual usage, and any incentives in pricing we may achieve being given to the client. We did not include any further treatment, such as the next bump for 47 which will need another gallon.

Bill Kurth

Vice President



O: 844-LAKES-FL (525-3735) | **C:** 239-707-4899

PremierLakesFL.com



One-Time Work Order Agreement

Customer Name: The Brooks of Bonita Springs CDDs

Property Contact: Cleo Adams

Work Order Description: Sonar herbicide application

Premier Lakes Consultant: Bill Kurth

Consultant Phone Number: 239-707-4899

This Agreement, dated **January 7 2025** is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **The Brooks of Bonita Springs CDD's** hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this agreement.
2. **Service Area:** The "Service Area" is described as Treatment of Vallisneria and other Submersed Weeds in lakes 28A, 37, 40, 41, 42, 43, 46, 47, 53, 124, and 125 to quickly get lakes within maintenance condition, utilizing Sonar Herbicide
3. **One-Time Services:** Premier Lakes will perform **Initial treatment and bump treatments to continue proper Sonar levels to achieve control**
4. **Payment Terms:** The total agreement amount is **\$14,134.00**. A 50% deposit is due upon the execution of this agreement. The remaining 50% will be invoiced upon completion of services. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
5. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
6. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
7. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined



between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.

8. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services nor for any failure to provide the Services due to any cause beyond its reasonable control.
9. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
10. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for plant damage due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
11. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
12. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
13. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Total Agreement Amount: \$14,134.00

Accepted and Approved:

The Brooks of Bonita Springs CDD's

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature: *William R Kurth*

Name: Bill Kurth

Title: Vice President

Date: January 7, 2025

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543.

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

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SERVICE AGREEMENT AERATION DESIGN SERVICES

December 1st , 2024

The Brooks CDD
C/o: Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Rd SE UNIT 214
Bonita Springs, FL 34135
Attn: Cleo Adams

Terms: Net 30 days

DESCRIPTION

Superior Waterway Services, Inc (SWS) will identify remaining lakes that do not have aeration and provide the following for each lake.

SWS will design aeration systems to determine the number of diffusers and compressors needs to turnover each lake a minimum of 1.5 times per day.

SWS will determine location for the aeration cabinet, taking into concertation CDD easements and power source.

SWS will identify the closest power source to the cabinet locations.

For cabinets needing new FP&L services SWS will identify transformers by address and number then contact FPL for load verification and available taps. Once this info is sent to FP&L it could take FP&L 4 to 6 weeks to get this information back to us. Once we have this information, we will pass it on to the District.

SWS will provide maps marking locations of the cabinets, transformers, diffusers, all airline, and lake connecting pipes if needed.

Total : \$19,500.00

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By: _____

By: _____

Dated: _____

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

14



SUNSHINE CITY LAW

Jane Graham, Esq.
737 Main Street, Suite 100
Safety Harbor, FL 34695
(727) 291-9526

Brooks of Bonita Springs Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

January 15, 2025

Re: Request for Approval of Fencing Proposal from Settlement re: *Wyrofsky et. al. v. Village of Estero, et. al* litigation

Dear Brooks Community Development District,

I represent Kathy Wyrofsky, Rudolph Wyrofsky, Bill Clark, Gayleen Clark, Dennis LaFrance, and Shari LaFrance (collectively “Homeowners”). I am pleased to share that after several years of pending lawsuits, my clients recently executed a settlement agreement with the Village of Estero (“Village”), PAC Estero Apartments, LLC (“Developer”), Long Bay Partners LLC, and TOP-CR Associates, LLC to end all pending litigation relating to the Brooks Town Center Apartments development (“Project”) in exchange for numerous conditions and modifications to increase the compatibility of Project with the neighborhood. Attached is a copy of the Settlement Agreement and attachments, which was executed December 18, 2024 (“Exhibit “A”).

Section 3(c)(2) of the Settlement Agreement provides that the Developer will contribute the sum of \$125,000 to the Homeowners for the benefit of satisfying direct costs of enhancements to Shadow Wood Community Association Landscaping and **fencing conditions** as detailed in the Agreement. The full \$125,000 has been disbursed to Homeowners and is being held in the undersigned attorney’s trust account.

The Settlement Agreement includes a condition which requires the permitting and installation of an eight-foot-high black chain link fence, along the Conservation area, as depicted in Exhibit “B.” The Parties acknowledged that the fence would primarily be located on the Brooks of Bonita Springs Community Development District (“CDD”) parcel STRAP 10-47-25-E2-120C1.0000 and potentially located on neighboring parcels if required for feasibility. Because the land on which the fence will primarily be on CDD property, the Parties acknowledged that the applicant for the fence permit must be the CDD. All costs associated with the permitting and installation of the fence will be from the fund as provided by the developer.

During settlement negotiations, I had informative discussions with Mr. Chuck Adams about prior proposals for a fence on CDD property, and appreciated the CDD’s interest and openness to work with



SUNSHINE CITY LAW

Jane Graham, Esq.
737 Main Street, Suite 100
Safety Harbor, FL 34695
(727) 291-9526

my clients to achieve their goal through the proposed fence. We have several proposals from fencing contractors for the proposed work, attached as Exhibit "C." The proposals include estimates for fences with an 18-inch opening at the bottom, as well as estimates without the 18-inch opening. We understand that the issue of the 18-inch opening will have to be clarified with the South Florida Water Management District through the permitting process to ensure that regulations and restrictions are observed.

My clients respectfully request the CDD Board to vote on allowing the fence proposal, as detailed in the Settlement Agreement and attached estimates, at the January 22, 2025 CDD meeting. With Project construction beginning around the corner, a timely vote on securing the area with adequate fencing will be critical. Again, all costs associated with the fence proposal will be paid by the Homeowners from the funds disbursed by the Developer.

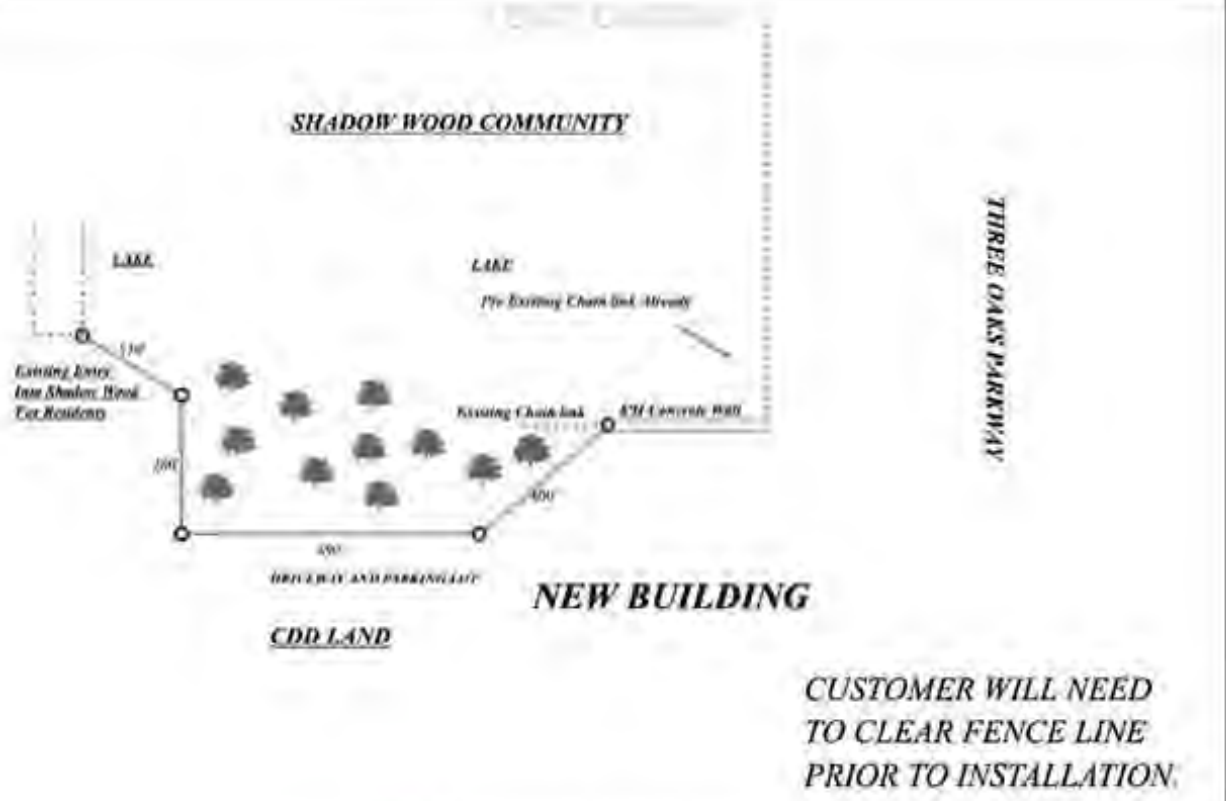
My clients appreciate the opportunity to work with the CDD to achieve the terms of the Settlement Agreement and are at the CDD's disposal for any further assistance needed.

Sincerely,

s/ Jane Graham
Jane Graham, Esq., B.C.S.

EXHIBIT B





■ E.H. Commercial Black Vinyl Coated Chain-Link

Superior Fence & Rail Contact Information:
 SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC
 3622 Ironbridge Blvd
 Fort Myers, FL 33916
 (239) 309-7497

FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL



Shadow Woods at the Brooks, Kathy Wyrofsky
Customer's Last Name, First Name

10089 Magnolia Bend
Service Address

Estero, FL 34135
City, State, Zip

(609) 969-9789
Preferred Phone No.

flkathy21@gmail.com
Customer's E-mail Address

Commercial
Municipality

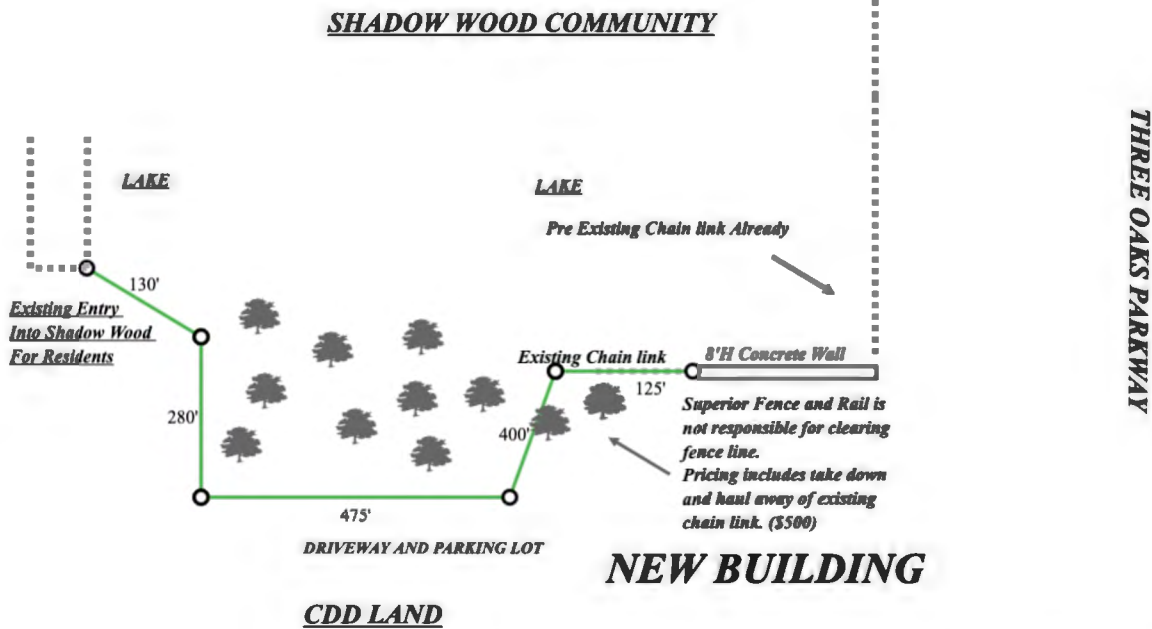
Date 1/15/2025

Yes Permit required? No
 Homeowner to obtain permit (Superior Fence & Rail requires copy of permit before installation) Superior Fence & Rail to obtain permit
 Yes Plot plan or survey available? No

APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE. BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS)

FENCE DIAGRAM



CUSTOMER WILL NEED TO CLEAR FENCE LINE PRIOR TO INSTALLATION.

■ 8'H Commercial Black Vinyl Coated Chain-Link

Superior Fence & Rail Contact Information:

SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC
3622 Ironbridge Blvd
Fort Myers, FL 33916
(239) 309-7497

FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL



TERMS AND CONDITIONS

A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

SUPERIOR FENCE & RAIL OF SW FLORIDA, INC

(hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

B) Legal Encumbrances. Customer agrees to inform Superior in advance about any easements, covenants or other legal encumbrances that could affect the fence installation. Customer agrees to keep posted permits on display at all times and agrees not to remove permit from property. **CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.**

C) Change Orders. If Customer requests Superior to do work additional to that described in this Agreement, Superior, at its option, may require Customer to sign a written change order ("Change Order") explaining the change in the scope of work and the additional charges that the Customer is obligated to pay. The Change Order will include a description of the additional work, additional payments that will be required and anticipated start and finish dates. The Change Order will become part of this Agreement. If Superior does not require a Change Order or if Customer fails to sign the Change Order, Customer agrees that it is still responsible to pay for any work performed by Superior that was outside the original scope of this Agreement.

D) Credit Card Transactions: If Customer chooses to pay for the fence with a credit card, the cardholder agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including all interest charges and fees. Customer will be further subject to Your cardholder agreement's terms and conditions.

E) Financed Transactions: If Customer chooses to finance the purchase of the fence in whole or in part, the loan agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including (i) the amount financed (the amount of credit provided to you); (ii) the associated finance charges (the dollar amount the loan will cost you); and (iii) the total payment (the amount you will have paid when you have made all scheduled payments). Customer will be further subject to Your loan agreement's terms and conditions.

F) CANCELLATION. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING (THE "CANCELLATION PERIOD"). THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE.

In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

G) Termination. If Customer terminates this Agreement after the Cancellation Period, Customer agrees to pay Superior Fence the greater of (1) twenty five (25%) of the total sale, or (2) the total costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law. If after the Cancellation Period, Superior discovers impediments to installation of the fence such as building or zoning code violations, hidden or unforeseen hazardous conditions on your property or easements or other legal encumbrances that you did not inform us of, Superior may immediately terminate the Agreement without further obligation to you. In such an event, Customer agrees to pay Superior the greater of twenty five (25%) of the total sale or the costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law.

H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of up to \$500.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that these materials are non returnable and must be paid for as agreed.

I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.

J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.

K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.

L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of up to \$500.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.

P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.

Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLIGENCE, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.

R) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.

S) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

T) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 15 days unless the contract is executed.

U) Subcontractors. Superior may, at it's discretion, subcontract all or part of the labor required to complete the project.

V) Delays. Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: delayed contract execution, delayed deposit payment, Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

Superior Fence & Rail Contact Information:

SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC
3622 Ironbridge Blvd
Fort Myers, FL 33916
(239) 309-7497

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS:

PRODUCT SPECIFICATIONS:

8'H Commercial Black Vinyl Coated Chain-Link: 1410 LF.
Specifications: Post: 2-1/2" Schedule 20 Pipe, Rail: 1-5/8" x 21' Schedule 20 Pipe, Picket: 9 ga.

JOB OPTIONS:

Fence Removal (8' Chain Link): Take Down 125'. Haul Away 125'.

JOB NOTES:

Fence Removal (8'H Chain Link): all posts to be cut at ground level.
No Returns for Special Order Product.

Approximate Start Date: 3/5/2025

Approximate Finish Date: 3/18/2025

All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, change orders, and manufacturing delays. See terms and conditions for full details.

Acceptance and Authorization: By signing below, you authorize Superior to perform the installation and/or order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand and agree that this Agreement constitutes the entire understanding between you and Superior and that there have been no oral or written representations or agreements made to you by Superior but that if there are you agree that this Agreement expressly supersedes them.

Do not sign if blank or incomplete. By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

It is very important for you to read and understand the Terms and Conditions included herein. By signing this proposal and providing a deposit you are creating a Contract between you and Superior for the selected products and services in accordance with those Terms and Conditions listed above.

Payment Schedule: You agree that payments will be due as indicated below. If You are paying by credit or debit card, the account may be charged or debited (as applicable) on the same day that it is accepted by the Superior. Convenience fee may apply for credit card transactions.

Contract Amount	<u> \$81,100.00</u>	
Sales Tax	<u> \$0.00</u>	
Deposit Amount	<u> \$40,550.00</u>	DUE IN FULL IMMEDIATELY
Remaining Balance	<u> \$40,550.00</u>	Due upon completion

Accepted by: 1/15/2025
Customer's Signature _____ Date

Chris Thearle 1/15/2025

Superior Authorized Representative Signature Date
Chris Thearle

Superior Authorized Representative


Customer's Initials: BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.


Superior Fence & Rail Contact Information:


SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC
3622 Ironbridge Blvd
Fort Myers, FL 33916
(239) 309-7497


Installation Overview Agreement


As our valued customer, we want to be sure you have complete information about the installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the Terms and Conditions on the Agreement for other important information concerning your installation.

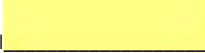
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2. Private Utilities. There are some underground items that are your responsibility to identify. The utility companies do not mark these. Therefore, prior to the Installation, it is important to conspicuously mark the ground for locations of all non public, underground utilities, including but not limited to the following:
 - a. Sprinkler heads and underground irrigation lines.
 - b. Underground water lines that feed a swimming pool or other structure.
 - c. Underground electric lines (other than local public utility lines) that supply power to lamp posts, walkway lighting, landscape lighting, and control wiring for pools, sheds, wells, etc.
 - d. French drains or related items.
 - e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.
 - f. Any private natural gas or propane lines that fuel private amenities on your property such as jacuzzis, grills, saunas or spas.
 - g. Any and all septic, leach or drain lines or fields.
 - h. Any sewer lines from the house to the clean-out is considered private and must be marked by the home owner.
 - i. Any other non-public utilities.


You agree that that if you choose not to mark these underground utilities, Superior will not be responsible for any damage it may cause, including the cost of repair, monetary damages or any other damages. Initial 


3. Fence Location. You are responsible for the location of the fence. If your fence is contracted to be installed along your property lines and you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach onto your neighbor's property, and is in compliance with local building codes for setback requirements. Superior is not responsible for the costs associated with moving or removing fences, or damages associated with the fence installation, where the property lines have not been properly located before installation. Initial 
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 - a. Charge you a trip charge of up to **\$500**, which must be paid immediately, and reschedule your job for a later date after you have cleared the fence line in accordance with the instructions above; or
 - b. Have our installation crew trim, clear and dispose of the vegetation at a cost of up to **\$25** per linear ft. If we choose this option to clear the fence line for you, you agree that Superior is not responsible for any damage that we may do to any vegetation, including landscaping, in our efforts to clear your fence line. Moreover, Superior cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 3" caliper, measured one ft from the ground.


5. Hard Digs. On rare occasions, we encounter hard dig conditions that cannot be foreseen prior to the commencement of installation. When we encounter those conditions, you will be charged an additional **\$50** for each hole that is deemed to constitute a hard dig. Prior to charging you, we will contact you (and if you are at the property, we will show you the hole that constitutes a hard dig) to explain the situation and give you the option, if it is practical, of relocating the fence line in order to avoid the extra costs associated with the hard dig. Initial 

6. Access to Power and Water. We will need access to an electric outlet and an outside water faucet. During the installation, you may hear nail guns, hammers, air compressors, augers, jackhammers and other loud tools that are required in the construction of your fence. Please be sure to inform your neighbors about your fence installation and make them aware of the possibility of hearing loud noises associated with it. Also, please be sure to properly secure pets on the day of the fence installation and if you share a common fence with your neighbors, please inform them to secure their pets as well. Initial 

7. Homeowner's Association Obligation. If your home is part of a Homeowner's Association (HOA), you will agree to obtain required approvals from the HOA before installation of your fence and agree that Superior is in no way responsible for getting HOA approval or for ensuring that your fence complies with your HOA requirements. **You agree that you are required to send to us your HOA approval as part of the necessary paperwork in order that we can obtain your fence permit.** Initial 

8. Pre-Installation Property Walk. You agree to be present at your property for at least 15-30 minutes on the day of the installation immediately prior to the beginning of the installation to confirm the details of the final layout of the fence with our installation crew. Because our crews arrive early in the morning and because the pre-installation walk-through is only 15-30 minutes long, there is no requirement that you take off from work on the day of installation. If you choose to take off from work, you do so at your own risk, including the risk that your job will be rescheduled for a different day for reasons beyond our control, such as inclement weather or difficult digging conditions on a prior job that prevented us from completing the job with the scheduled time frame. Initial 

9. Post Installation Property Walk and Final Payment. You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office to pay electronically. By initialing below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment. Initial 


Customer's Signature

Chris Thearle

1/15/2025

Date

1/15/2025

Date

Superior Fence & Rail Contact Information:

SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC
3622 Ironbridge Blvd
Fort Myers, FL 33916
(239) 309-7497

Shadow Woods at the Brooks, Kathy Wyrofsky

Date 1/15/2025

Customer's Last Name, First Name

10089 Magnolia Bend

Service Address

Estero, FL 34135

City, State, Zip

(609) 969-9789

flkathy21@gmail.com

Preferred Phone No.

Customer's E-mail Address

Commercial

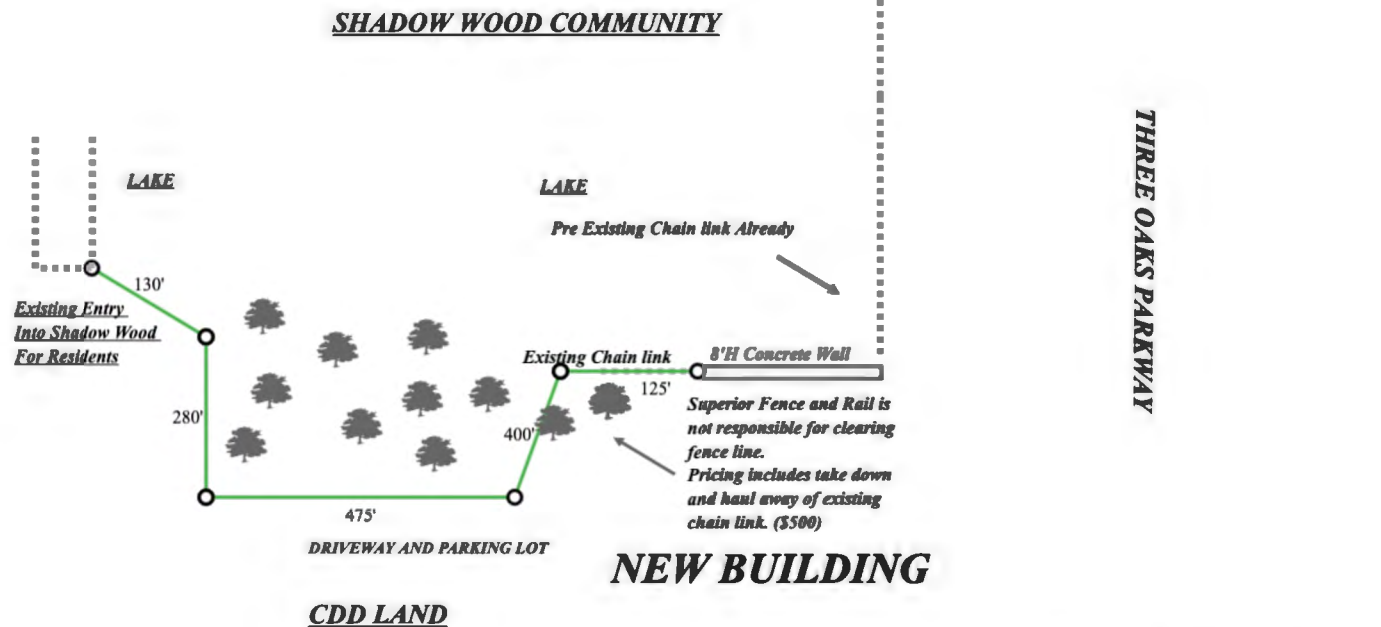
Municipality

- Yes Permit required? Homeowner to obtain permit (Superior Fence & Rail requires copy of permit before installation) Superior Fence & Rail to obtain permit Yes Plot plan or survey available? No

APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE. BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS)

FENCE DIAGRAM



CUSTOMER WILL NEED TO CLEAR FENCE LINE PRIOR TO INSTALLATION.

■ 8'H Commercial Black Vinyl Coated Chain-Link

Superior Fence & Rail Contact Information:

SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC
3622 Ironbridge Blvd
Fort Myers, FL 33916
(239) 309-7497

FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL



TERMS AND CONDITIONS

A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

SUPERIOR FENCE & RAIL OF SW FLORIDA, INC

(hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

B) Legal Encumbrances. Customer agrees to inform Superior in advance about any easements, covenants or other legal encumbrances that could affect the fence installation. Customer agrees to keep posted permits on display at all times and agrees not to remove permit from property. **CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.**

C) Change Orders. If Customer requests Superior to do work additional to that described in this Agreement, Superior, at its option, may require Customer to sign a written change order ("Change Order") explaining the change in the scope of work and the additional charges that the Customer is obligated to pay. The Change Order will include a description of the additional work, additional payments that will be required and anticipated start and finish dates. The Change Order will become part of this Agreement. If Superior does not require a Change Order or if Customer fails to sign the Change Order, Customer agrees that it is still responsible to pay for any work performed by Superior that was outside the original scope of this Agreement.

D) Credit Card Transactions: If Customer chooses to pay for the fence with a credit card, the cardholder agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including all interest charges and fees. Customer will be further subject to Your cardholder agreement's terms and conditions.

E) Financed Transactions: If Customer chooses to finance the purchase of the fence in whole or in part, the loan agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including (i) the amount financed (the amount of credit provided to you); (ii) the associated finance charges (the dollar amount the loan will cost you); and (iii) the total payment (the amount you will have paid when you have made all scheduled payments). Customer will be further subject to Your loan agreement's terms and conditions.

F) CANCELLATION. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING (THE "CANCELLATION PERIOD"). THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE.

In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

G) Termination. If Customer terminates this Agreement after the Cancellation Period, Customer agrees to pay Superior Fence the greater of (1) twenty five (25%) of the total sale, or (2) the total costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law. If after the Cancellation Period, Superior discovers impediments to installation of the fence such as building or zoning code violations, hidden or unforeseen hazardous conditions on your property or easements or other legal encumbrances that you did not inform us of, Superior may immediately terminate the Agreement without further obligation to you. In such an event, Customer agrees to pay Superior the greater of twenty five (25%) of the total sale or the costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law.

H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of up to \$500.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that these materials are non returnable and must be paid for as agreed.

I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.

J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.

K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.

L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespassers or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of up to \$500.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.

P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.

Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLIGENCE, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.

R) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.

S) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

T) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 15 days unless the contract is executed.

U) Subcontractors. Superior may, at it's discretion, subcontract all or part of the labor required to complete the project.

V) Delays. Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: delayed contract execution, delayed deposit payment, Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

Superior Fence & Rail Contact Information:

SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC
3622 Ironbridge Blvd
Fort Myers, FL 33916
(239) 309-7497

I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS:

PRODUCT SPECIFICATIONS:

8'H Commercial Black Vinyl Coated Chain-Link: 1410 LF.
Specifications: Post: 2-1/2" Schedule 20 Pipe, Rail: 1-5/8" x 21' Schedule 20 Pipe, Picket: 9 ga.

JOB OPTIONS:

Fence Removal (8' Chain Link): Take Down 125'. Haul Away 125'.

JOB NOTES:

Fence Removal (8'H Chain Link): all posts to be cut at ground level.
No Returns for Special Order Product.

Approximate Start Date: 3/5/2025

Approximate Finish Date: 3/18/2025

All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, change orders, and manufacturing delays. See terms and conditions for full details.

Acceptance and Authorization: By signing below, you authorize Superior to perform the installation and/or order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand and agree that this Agreement constitutes the entire understanding between you and Superior and that there have been no oral or written representations or agreements made to you by Superior but that if there are you agree that this Agreement expressly supersedes them.

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Contract Amount	<u> \$89,806.00</u>	
Sales Tax	<u> \$0.00</u>	
Deposit Amount	<u> \$44,903.00</u>	DUE IN FULL IMMEDIATELY
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Accepted by: 1/15/2025
Customer's Signature _____ Date

Chris Thearle 1/15/2025

Superior Authorized Representative Signature Date
Chris Thearle

Superior Authorized Representative


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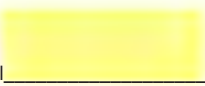
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Installation Overview Agreement


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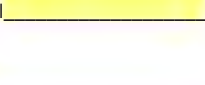
Initial 

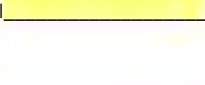
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Initial 

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Initial 


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Initial 

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Initial 

- 9. Post Installation Property Walk and Final Payment.** You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office to pay electronically. By initialing below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment. Initial 

Initial 

X
Customer's Signature

X Chris Thearle

1/15/2025

Date

1/15/2025

Date

Superior Fence & Rail Contact Information:

SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC
3622 Ironbridge Blvd
Fort Myers, FL 33916
(239) 309-7497

ESTIMATE



Federal fencing

239-401-8450
CAPE CORAL FL 33993
FEDERALFENCELLC@GMAIL.COM
FEDERALFENCINGLLC.COM

FN21-00026

Kathy Wyrofsky
Three Oaks Blvd , Estero FL

Date Issued: January 14, 2025

Description	QTY	PRICE
8' height black chain link	1,288	\$83,300
Double gate (10ft wide)	1	\$1000
Permit fees	\$200	\$200



TOTAL: **\$84,500**

ESTIMATE



Federal fencing

239-401-8450
CAPE CORAL FL 33993
FEDERALFENCELLC@GMAIL.COM
FEDERALFENCINGLLC.COM

FN21-00026

Kathy Wyrofsky
Three Oaks Blvd , Estero FL

Date Issued: January 14, 2025

Description	QTY	PRICE
8' height black chain link	1,288 ft	\$93,500
18" bottom opening for wildlife		
Double gate (10ft wide)	1	\$1000
Permit fees	\$200	\$200



TOTAL: **\$94,700**

**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
DECEMBER 31, 2024**

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED BALANCE SHEET
DECEMBER 31, 2024**

	General Funds	Debt Service Funds	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash & investments	\$7,857,440	\$ 779,085	\$ 8,636,525
Deposits	525	-	525
Accounts receivable	47,160	-	47,160
Due from other funds			
Brooks I			
General fund	-	84,906	84,906
Brooks II			
General fund	1,945	109,864	111,809
Total assets	<u>\$7,908,077</u>	<u>\$1,602,812</u>	<u>\$ 9,510,889</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Accounts payable	\$ 6,510	\$ -	\$ 6,510
Due to other funds			
Brooks I			
Debt service - series 2021	84,906	-	84,906
Brooks II			
Debt service - series 2021	109,864	-	109,864
Brooks II			
General fund	1,944	-	1,944
Due to clearing fund	1,333	-	1,333
Total liabilities	<u>833,514</u>	<u>912</u>	<u>834,426</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	36,143	-	36,143
Total deferred inflows of resources	<u>36,143</u>	<u>-</u>	<u>36,143</u>
Fund balances:			
Restricted for:			
Debt service	-	1,601,900	1,601,900
Capital outlay projects	296,264	-	296,264
Unassigned	6,742,156	-	6,742,156
Total fund balances	<u>7,038,420</u>	<u>1,601,900</u>	<u>8,640,320</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$7,908,077</u>	<u>\$1,602,812</u>	<u>\$ 9,510,889</u>

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 2,029,055	\$ 3,040,835	\$ 3,530,280	86%
Coconut Road - cost sharing (mall contribution)	-	-	13,000	0%
Interest & miscellaneous	6,603	20,648	3,500	590%
Total revenues	<u>2,035,658</u>	<u>3,061,483</u>	<u>3,546,780</u>	86%
EXPENDITURES				
Administrative				
Supervisors	-	2,152	14,000	15%
Management	7,627	22,881	91,526	25%
Accounting	3,173	9,519	38,077	25%
Audit	-	-	19,000	0%
Legal	904	9,423	10,000	94%
Field management	3,632	10,894	43,576	25%
Engineering	3,501	26,006	35,000	74%
Trustee	-	-	12,900	0%
Dissemination agent	167	499	2,000	25%
Arbitrage rebate calculation	-	-	6,000	0%
Assessment roll preparation	2,250	6,750	26,999	25%
Telephone	86	259	1,035	25%
Postage	71	336	1,200	28%
Insurance	-	26,151	20,000	131%
Printing and binding	190	569	2,277	25%
Legal advertising	-	542	1,500	36%
Contingencies	142	424	3,999	11%
Capital outlay - 2023 note repayment	65,636	65,636	899,999	7%
Annual district filing fee	-	350	350	100%
ADA website compliance	-	210	351	60%
Communication	-	-	1,000	0%
Total administrative	<u>87,379</u>	<u>182,601</u>	<u>1,230,789</u>	15%
Water management				
Contractual services	-	43,645	376,501	12%
NPDES permit	-	-	20,000	0%
Aquascaping	-	-	30,000	0%
Aeration	-	14,251	65,000	22%
Aeration operating supplies	5,039	12,317	41,380	30%
Culvert cleaning	-	-	88,501	0%
Capital outlay-lake bank erosion	-	-	100,000	0%
Boundary exotic removal	-	25,000	48,000	52%
Miscellaneous	28,000	28,000	5,000	560%
Total water management	<u>33,039</u>	<u>123,213</u>	<u>774,382</u>	16%

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	1,629	20,000	8%
Electricity	3,183	9,474	46,000	21%
Miscellaneous	222	667	2,500	27%
Total lighting services	<u>3,405</u>	<u>11,770</u>	<u>68,500</u>	17%
Maintenance				
Railroad crossing lease	30	30	-	N/A
Total maintenance	<u>30</u>	<u>30</u>	<u>-</u>	N/A
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	-	55,000	0%
Plant replacement supplies	-	-	80,000	0%
Maintenance supplies	2,199	3,581	29,999	12%
Electricity	167	501	649	77%
Irrigation water	-	5,782	110,000	5%
Electric - 41 entry feature/irrigation	770	2,584	10,000	26%
Contract services	-	-	4,501	0%
Irrigation repairs	2,445	2,376	24,999	10%
Landscape maintenance contract	64,789	117,741	717,000	16%
Capital Improvement 2023/2024	127,790	131,000	-	N/A
Irrigation management	1,050	3,150	13,000	24%
Total Coconut Rd. & Three Oaks Parkway	<u>199,210</u>	<u>266,715</u>	<u>1,045,148</u>	26%

**BROOKS OF BONITA SPRINGS & BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUNDS
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	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	323,063	594,426	3,128,275	19%
Excess/(deficiency) of revenues over/(under) expenditures	1,712,595	2,467,057	418,505	
Net change in fund balances	1,712,595	2,467,057	418,505	
Fund balances - beginning	5,325,825	4,571,363	1,951,963	
Assigned: capital outlay projects	296,264	296,264	200,000	
Unassigned	6,742,156	6,742,156	2,170,459	
Fund balances - ending	<u>\$ 7,038,420</u>	<u>\$ 7,038,420</u>	<u>\$ 2,370,468</u>	

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
DECEMBER 31, 2024**

	Balance
ASSETS	
BankUnited	\$ 140,000
Bank United ICS	1,398,323
SunTrust	1,733,705
Finemark: MMF	30,848
SunTrust - reserve	10,326
Series 2023 B1	1,325,456
Deposits	525
Due from clearing fund	62
Accounts receivable	30,987
Total assets	\$ 4,670,232
 LIABILITIES & FUND BALANCES	
Liabilities:	
Accounts payable	\$ 4,277
Due to other funds	
Brooks I	
Debt service - series 2021	84,906
Brooks II	
General fund	1,944
Due to clearing fund	876
Total liabilities	92,003
 DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	23,746
Total deferred inflows of resources	23,746
 Fund balances:	
Reserved for:	
Capital outlay projects	131,400
Unassigned	4,423,083
Total fund balances	4,554,483
Total liabilities, deferred inflows of resources and fund balances	\$ 4,670,232

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 1,332,513	\$ 1,994,246	\$ 2,319,394	86%
Coconut Road - cost sharing (mall contribution)	-	-	8,541	0%
Interest & miscellaneous	4,416	13,816	2,300	601%
Total revenues	<u>1,336,929</u>	<u>2,008,062</u>	<u>2,330,235</u>	86%
EXPENDITURES				
Administrative				
Supervisors	-	1,414	9,198	15%
Management	5,011	15,033	60,133	25%
Accounting	2,085	6,254	25,017	25%
Audit	-	-	12,483	0%
Legal	594	6,191	6,570	94%
Field management	2,386	7,157	28,629	25%
Engineering	2,300	17,086	22,995	74%
Trustee	-	-	8,475	0%
Dissemination agent	110	328	1,314	25%
Arbitrage rebate calculation	-	-	3,942	0%
Assessment roll preparation	1,478	4,435	17,739	25%
Telephone	57	170	680	25%
Postage	47	221	788	28%
Insurance	-	17,181	13,140	131%
Printing and binding	125	374	1,496	25%
Legal advertising	-	356	986	36%
Contingencies	69	207	2,628	8%
Capital outlay - 2023 note repayment	43,123	43,123	591,300	7%
Annual district filing fee	-	230	230	100%
ADA website compliance	-	138	231	60%
Communication	-	-	657	0%
Total administrative	<u>57,385</u>	<u>119,898</u>	<u>808,631</u>	15%
Water management				
Contractual services	-	28,675	247,361	12%
NPDES permit	-	-	13,140	0%
Aquascaping	-	-	19,710	0%
Aeration	-	9,363	42,705	22%
Aeration operating supplies	3,311	8,092	27,187	30%
Culvert cleaning	-	-	58,145	0%
Capital outlay-lake bank erosion	-	-	65,700	0%
Boundary exotic removal	-	16,425	31,536	52%
Miscellaneous	18,396	18,396	3,285	560%
Total water management	<u>21,707</u>	<u>80,951</u>	<u>508,769</u>	16%

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	1,070	13,140	8%
Electricity	2,091	6,224	30,222	21%
Miscellaneous	146	438	1,643	27%
Total lighting services	<u>2,237</u>	<u>7,732</u>	<u>45,005</u>	17%
Maintenance				
Railroad crossing lease	20	20	-	N/A
Total maintenance	<u>20</u>	<u>20</u>	<u>-</u>	N/A
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	-	36,135	0%
Plant replacement supplies	-	-	52,560	0%
Maintenance supplies	1,445	2,353	19,710	12%
Electricity	110	329	427	77%
Irrigation water	-	3,799	72,270	5%
Electric - 41 entry feature/irrigation	506	1,698	6,570	26%
Contract services	-	-	2,957	0%
Irrigation repairs	1,606	1,561	16,425	10%
Landscape maintenance contract	42,566	77,356	471,069	16%
Capital Improvement 2023/2024	83,958	86,067	-	N/A
Irrigation management	690	2,070	8,541	24%
Total Coconut Rd. & Three Oaks Parkway	<u>130,881</u>	<u>175,233</u>	<u>686,664</u>	26%

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	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	212,230	390,430	2,055,283	19%
Excess/(deficiency) of revenues over/(under) expenditures	1,124,699	1,617,632	274,952	
Net change in fund balances	1,124,699	1,617,632	274,952	
Fund balances - beginning	3,429,784	2,936,851	1,207,387	
Assigned: capital outlay projects	131,400	131,400	131,400	
Unassigned	4,423,083	4,423,083	1,350,939	
Fund balances - ending	<u>\$ 4,554,483</u>	<u>\$ 4,554,483</u>	<u>\$ 1,482,339</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GENERAL FUND
DECEMBER 31, 2024**

	Balance
ASSETS	
BankUnited	\$ 223,641
BankUnited ICS	699,114
SunTrust	1,598,022
Series 2023 BII	687,680
Finemark: MMF	10,325
Accounts receivable	16,173
Brooks II	
General Fund	1,945
Clearing fund	33
Debt service - series 2017	912
Total assets	\$ 3,237,845
 LIABILITES & FUND BALANCES	
Liabilities:	
Accounts payable	\$ 2,233
Due to other funds	
Brooks II	
Debt service - series 2017	628,957
Debt service - series 2021	109,864
Due to clearing fund	457
Total liabilities	741,511
 DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	12,397
Total deferred inflows of resources	12,397
 Fund balances:	
Reserved for:	
Capital outlay projects	164,864
Unassigned	2,319,073
Total fund balances	2,483,937
 Total liabilities, deferred inflows of resources and fund balances	 \$ 3,237,845

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 696,542	\$1,046,589	\$1,210,886	86%
Coconut Road - cost sharing (mall contribution)	-	-	4,459	0%
Interest & miscellaneous	2,187	6,832	1,201	569%
Interfund Transfer In	-	61,021	-	N/A
Total revenues	<u>698,729</u>	<u>1,114,442</u>	<u>1,216,546</u>	92%
EXPENDITURES				
Administrative				
Supervisors	-	738	4,802	15%
Management	2,616	7,848	31,393	25%
Accounting	1,088	3,265	13,060	25%
Audit	-	-	6,517	0%
Legal	310	3,232	3,430	94%
Field management	1,246	3,737	14,947	25%
Engineering	1,201	8,920	12,005	74%
Trustee	-	-	4,425	0%
Dissemination agent	57	171	686	25%
Arbitrage rebate calculation	-	-	2,058	0%
Assessment roll preparation	772	2,315	9,261	25%
Telephone	29	89	355	25%
Postage	24	115	412	28%
Insurance	-	8,970	6,860	131%
Printing and binding	65	195	781	25%
Legal advertising	-	186	515	36%
Contingencies	73	217	1,372	16%
Capital outlay - 2023 note repayment	22,513	22,513	308,700	7%
Annual district filing fee	-	120	120	100%
ADA website compliance	-	72	120	60%
Communication	-	-	343	0%
Total administrative	<u>29,994</u>	<u>62,703</u>	<u>422,162</u>	15%
Water management				
Contractual services	-	14,970	129,140	12%
NPDES permit	-	-	6,860	0%
Aquascaping	-	-	10,290	0%
Aeration	-	4,888	22,295	22%
Aeration operating supplies	1,728	4,225	14,193	30%
Culvert cleaning	-	-	30,356	0%
Capital outlay-lake bank erosion	-	-	34,300	0%
Boundary exotic removal	-	8,575	16,464	52%
Miscellaneous	9,604	9,604	1,715	560%
Total water management	<u>11,332</u>	<u>42,262</u>	<u>265,613</u>	16%

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Lighting services				
Contractual services	-	559	6,860	8%
Electricity	1,092	3,250	15,778	21%
Miscellaneous	76	229	858	27%
Total lighting services	<u>1,168</u>	<u>4,038</u>	<u>23,496</u>	17%
Maintenance				
Railroad crossing lease	10	10	-	N/A
Total maintenance	<u>10</u>	<u>10</u>	<u>-</u>	N/A
Coconut Rd. & Three Oaks Parkway				
Pine straw/soil/sand	-	-	18,865	0%
Plant replacement supplies	-	-	27,440	0%
Maintenance supplies	754	1,228	10,290	12%
Electricity	57	172	223	77%
Irrigation water	-	1,983	37,730	5%
Electric - 41 entry feature/irrigation	264	886	3,430	26%
Contract services	-	-	1,544	0%
Irrigation repairs	839	815	8,575	10%
Landscape maintenance contract	22,223	40,385	245,931	16%
Capital Improvement 2023/2024	43,832	44,933	-	N/A
Irrigation management	360	1,080	4,459	24%
Total Coconut Rd. & Three Oaks Parkway	<u>68,329</u>	<u>91,482</u>	<u>358,487</u>	26%

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	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%
Transfer in	-	61,021		N/A
Total other fees & charges	-	64,522	3,244	1989%
Total expenditures	110,833	265,017	1,073,002	25%
Excess/(deficiency) of revenues over/(under) expenditures	587,896	849,425	143,544	
Net change in fund balances	587,896	849,425	143,544	
Fund balances - beginning	1,896,041	1,634,512	744,576	
Assigned: capital outlay projects	164,864	164,864	68,600	
Unassigned	2,319,073	2,319,073	819,520	
Fund balances - ending	<u>\$2,483,937</u>	<u>\$2,483,937</u>	<u>\$ 888,120</u>	

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2001)
DECEMBER 31, 2024**

	Balance
ASSETS	
Due from other funds	
Brooks I	
General fund	\$ 84,906
Total assets	\$ 84,906
 LIABILITIES & FUND BALANCES	
Liabilities:	
Total liabilities	-
 Fund balances:	
Restricted for:	
Debt service	84,906
Total fund balances	84,906
 Total liabilities & fund balances	\$ 84,906

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2001)
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 41,618	\$ 62,152	\$ 72,439	86%
Total revenues	<u>41,618</u>	<u>62,152</u>	<u>72,439</u>	86%
EXPENDITURES				
Debt service				
Principal	-	-	55,000	0%
Interest	-	7,849	16,286	48%
Total debt service	<u>-</u>	<u>7,849</u>	<u>71,286</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	41,618	54,303	1,153	
Fund balances - beginning	43,288	30,603	40,011	
Fund balances - ending	<u>\$ 84,906</u>	<u>\$ 84,906</u>	<u>\$ 41,164</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)
DECEMBER 31, 2024**

	Balance
ASSETS	
Investments:	
Revenue	\$ 504,579
Prepayment	206
Reserve	273,970
Sinking	330
Assessments receivable	628,957
Total assets	\$ 1,408,042
 LIABILITIES & FUND BALANCES	
Liabilities:	
Brooks II	
General Fund	912
Total liabilities	912
 Fund balances:	
Restricted for:	
Debt service	1,407,130
Total fund balances	1,407,130
Total liabilities & fund balances	\$ 1,408,042

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2017 (REFUNDED SERIES 2006)
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 628,957	\$ 942,978	\$ 1,092,960	86%
Interest	1,641	5,934	-	N/A
Total revenues	<u>630,598</u>	<u>948,912</u>	<u>1,092,960</u>	87%
EXPENDITURES				
Debt service				
Principal	-	-	891,000	0%
Interest	-	106,485	212,970	50%
Total debt service	<u>-</u>	<u>106,485</u>	<u>1,103,970</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	630,598	842,427	(11,010)	
Fund balances - beginning	776,532	564,703	532,950	
Fund balances - ending	<u>\$ 1,407,130</u>	<u>\$ 1,407,130</u>	<u>\$ 521,940</u>	

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2003)
DECEMBER 31, 2024**

	Balance
ASSETS	
Due from other funds	
Brooks II	
General fund	\$ 109,864
Total assets	\$ 109,864
 LIABILITIES & FUND BALANCES	
Liabilities:	
Total liabilities	-
 Fund balances:	
Restricted for:	
Debt service	109,864
Total fund balances	109,864
 Total liabilities & fund balances	\$ 109,864

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021 (REFUNDED SERIES 2003)
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 53,792	\$ 80,649	\$ 93,437	86%
Total revenues	<u>53,792</u>	<u>80,649</u>	<u>93,437</u>	86%
EXPENDITURES				
Debt service				
Principal	-	-	65,000	0%
Interest	-	14,256	28,538	50%
Total debt service	<u>-</u>	<u>14,256</u>	<u>93,538</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	53,792	66,393	(101)	
Fund balances - beginning	56,072	43,471	42,869	
Fund balances - ending	<u>\$ 109,864</u>	<u>\$ 109,864</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 Regular Meeting on October 23, 2024 at 1:00 p.m., at The Commons Club at The Brooks Enrichment Center, 9930 Coconut Road, Bonita Springs, Florida 34135.

Present for Brooks CDD:

James Merritt	Chair
Sandra Varnum	Vice Chair
David Garner	Assistant Secretary
John (Rod) Woolsey	Assistant Secretary
Edward Franklin	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
Andy Nott	Superior Waterway Services, Inc.
Bill Kurth	Premier Lakes, Inc. (Premier)
Chad Unger	Bonness Inc
Steve Bentley (via telephone)	Bentley Electric Co.
David Greene	Madrid CPWG Engineering Firm

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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43 Mr. Adams called the meeting to order at 1:02 p.m. For Brooks of Bonita Springs, all
44 Supervisors were present. For Brooks of Bonita Springs II, all Supervisors were present.

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46 **SECOND ORDER OF BUSINESS**

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

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49 No members of the public spoke.

50 The Board agreed to requests to reorder the agenda and add a Report to consider
51 establishing various committees.

52 **▪ Discussion: Superior Waterway Services, Inc., Treatment Report for August through
53 September 2024 [Andy Nott]**

54 **This item, previously the Fifth Order of Business, was presented out of order.**

55 Mr. Nott presented the Treatment Report for August through September 2024. He noted
56 the following:

57 ➤ Lake 47: Crews removed all the floating Tape Grass mats, which are still present in the
58 bottom and also moved into Lakes 53 and now 40, 41 and 42. Initial Sonar® treatments are
59 scheduled, as typical treatment is not feasible, due to the course renovations.

60 ➤ The lakes at Lighthouse Bay were spot treated for Baby Tears to reduce collateral damage
61 the prior vendor caused by over spraying. The new vendor will have to assess and determine
62 whether to replant littorals or if the littorals have grown back and finish the lake bank restoration
63 projects, once the water levels recede.

64 Mr. Nott responded to questions and explained the Sonar® treatment process. He was
65 asked to email a Report to Mrs. Adams with photos outlining damaged littoral areas caused by
66 SOLitude’s defective work, so she can track the costs in case the littorals do not grow back and
67 the CDDs need to pursue SOLitude for the costs incurred.

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69 **THIRD ORDER OF BUSINESS**

**Consideration of Award of Contract – Lake &
Wetland Management**

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72 Recalling the Boards’ prior decision to reject all bid responses and re-advertise the Request
73 for Proposals (RFP) for the Lake and Wetland Management contract, Mrs. Adams presented a bid

74 from Premier Lakes, Inc. (Premier), who was the sole respondent to the RFP. She highlighted other
75 key information, as outlined in the memorandum.

76 Mr. Bill Kurth, Vice President of Premier Lakes, discussed his personal experience
77 maintaining the lakes prior to SOLitude and the creation of the CDDs and his decision to leave
78 SOLitude. He noted that Mr. Nott is a former employee and his knowledge level and experience
79 in the community exceeds Mr. Nott. He commended Mr. Nott and his crew for gaining control of
80 torpedo grass, etc.

81 Mr. Kurth discussed the condition of the lakes that still require significant work to treat
82 the varied submersed weeds; the bid is slightly higher to cover the Sonar® treatments.

83 Discussion ensued regarding redesigning future Reports to list CDD lakes by community,
84 Mr. Kurth's offer to meet with the Associations, expectation that noticeable lake improvements
85 will be seen within six weeks and last month's decision to reject the prior bids since the new bid
86 is higher and the previous vendors did not re-submit bids.

87 In response to a question regarding the RFP process, Mrs. Adams confirmed that the CDD
88 complied with Florida Statutes. Board Members voiced concern about awarding the contract and,
89 as CDD I's motion failed, CDD II did not feel it necessary to proceed with the process.

90 District Staff was directed to reject the bid and readvertise the RFP for Lake and Wetland
91 Management Services again and extend the Superior Waterway contract on a month-to-month
92 basis until a contract is awarded.

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94 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Ms.**
95 **Varnum, with Mr. Merritt and Ms. Varnum in favor and Mr. Woolsey, Mr. Garner**
96 **and Mr. Franklin dissenting, ranking the sole respondent Premier Lakes, Inc., as**
97 **the #1 ranked and qualified respondent to the Request for Proposals (RFP) for**
98 **Lake and Wetland Management and awarding the Lake and Wetland**
99 **Management contract to Premier Lakes, Inc., was not approved.**

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102 **▪ Update/Discussion: Sidewalk Project**

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

104 Mr. Adams stated the contract with Bonness was fully executed.

105 Mr. Zordan stated he is responding to insufficiency letters from Lee County and the Village
106 of Estero as to the Limited Development Order (LDO); they are requesting additional information.
107 He expects they will issue the LDO in two to three weeks, after which Bonness will apply for the
108 Right-of-Way (ROW) permit with the Village of Estero, for which work will commence on Coconut
109 Road.

110 Mr. Zordan stated that a team meeting was held with Mr. Brooks and Lee County
111 Community Development to review the comments and address the unforeseen challenges within
112 the areas. He noted they are in agreement with the CDDs to obtain an LDO from the Village of
113 Estero. Mr. David Lume believes easements are not needed for this project.

114 Mr. Unger expects to obtain the ROW permit and start work on Coconut Road by Three
115 Oaks and working towards the boardwalk.

116 Mr. Merritt asked if there are any outstanding items needed in order to proceed with the
117 project and requested details about the concrete mix. Mr. Unger stated they expect to use SRM
118 concrete and will provide the submittals from the concrete plant to Johnson Engineering.

119 Discussion ensued regarding the project's expected completion date, scope, pricing,
120 Maintenance of Traffic (MOT) plan and asking the Village of Estero's Information Officer to
121 circulate the project information to the communities.

122 In response to Board Members requests for the MOT plan and ways to educate the
123 communities, such as key parties providing project updates via Zoom meetings, Mr. Zordan stated
124 he will prepare a PowerPoint Presentation. Mr. Woolsey believes a short letter or memorandum
125 would suffice. Mr. Garner agreed with Mr. Woolsey. Mr. Adams suggested distributing the letter
126 to the HOA Managers and posting it on the CDD websites.

127 Upon outlining the negotiations with the Village of Estero's Attorney on the Interlocal
128 Agreement between the CDDs and the Village of Estero, Ms. Magaldi presented the Interlocal
129 Agreement, which is in final form and recommended approval. Once executed it will be presented
130 at the Village of Estero November 6, 2024 City Council meeting for approval. She responded to
131 questions regarding the project timeline, breaking down the CDD and The Village costs and
132 anticipating the Village's reimbursement amount to be up to \$380,000.

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On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr. Garner, with all in favor, the Interlocal Agreement Between the Village of Estero and The Brooks of Bonita Springs Community Development District and The Brooks of Bonita Springs II Community Development District for the Three Oaks Parkway Sidewalk Enhancement Cost Reimbursement, was approved.

On MOTION for Brooks of Bonita Springs II by Ms. O'Connor and seconded by Mr. Bartoletti, with all in favor, the Interlocal Agreement Between the Village of Estero and The Brooks of Bonita Springs Community Development District and The Brooks of Bonita Springs II Community Development District for the Three Oaks Parkway Sidewalk Enhancement Cost Reimbursement, was approved.

FOURTH ORDER OF BUSINESS

Discussion: Roadway Lighting Project [Steve Bentley]

Mr. Woolsey distributed and gave a presentation outlining Roadway Lighting Project items to consider. He noted the following:

- Most municipalities target a 20-year life span on streetlights; finding parts and light bulbs for the existing streetlights is becoming difficult.
 - The CDDs must engage an Engineer to develop the RFP, evaluate the bids and oversee the project, which will allow Bentley Electric to bid on the project. Upon review Electrical Engineer David Greene was deemed qualified for the project and in attendance for further consideration.
 - Mr. Woolsey recommends Mr. Bentley inspect and analyze the concrete bases on whether they are good for the current design criteria, specifically wind load or if the bolts need to be replaced.
- If the Boards wish to proceed with full replacement, Mr. Woolsey asked if they want to match what the Village of Estero used on Estero Parkway and consider illuminating the big decorative bases or installing slanting to prevent lawnmowers damaging them.
- As the heavily canopied trees continue to be a problem, the Engineer will need to speak to the Village of Estero to determine what can and cannot be done regarding trimming and tree removal and will need to find out Lee County's plans to expand the highway.
 - A decision must be made on whether to finance the project via a loan or by issuing bonds.

167 Mr. Steve Bentley, of Bentley Electric, presented renderings and cost estimates for
168 different options. He responded to questions regarding solar lighting, reasons not to reduce the
169 size of the poles to accommodate the tree canopies and the life span of the existing foundation.

170 Mr. Woolsey asked Mr. Adams for a copy of the original base drawings.

171 Mr. David Greene, of Madrid CPWG, gave an overview of his professional background. He
172 thinks everyone’s questions are valid and noted the Florida Building Code designed bases for 150
173 miles per hour (mph) winds, the profile of the poles will be the wind load, so the base has to match
174 the poles. If engaged, they will do an analysis of the bases to determine which pole can be put on
175 the base, as is, if available; otherwise, they will have to go with different options, meaning they
176 would have to replace the bases, which will be expensive.

177 Discussion ensued regarding the next steps, including engaging Mr. Greene’s firm, Mr.
178 Greene’s firm providing costs to perform the analysis for Phase 1 and costs to develop the design
179 build approach in order to go out for sealed bids. In addition, he, Mr. Woolsey and Ms. Bunting
180 would speak with the Village of Estero and Lee County to ensure their requirements for tree
181 removal are covered correctly in the bid specifications.

182 Mr. Adams stated he would provide the Pelican Sound Tree Removal memorandum to
183 Ms. Bunting, as he believes it will help with the Village of Estero discussions. Regarding financing,
184 the strategy is to fund the estimated \$4 million project with the existing loan and proceeds from
185 the sale of the park. If the project exceeds that amount, the CDDs can issue bonds to repay the
186 loan and transfer the capital outlay funds to deferred costs. He discussed impacts to the ad
187 valorem assessments and suggested redoing the entry monuments.

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189 **FIFTH ORDER OF BUSINESS**

**Discussion: Superior Waterway Services,
Inc., Treatment Report for August through
September 2024 [Andy Nott]**

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

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195 **SIXTH ORDER OF BUSINESS**

**Landscape Report: GulfScapes Landscape
Management Services**

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- 198 • **Irrigation Reports**

199 **A. Meter Usage by Clock**

200 **B. Year-Over-Year Water Usage**

201 Items A and B were included for informational purposes.

202 Mr. Grimes reported the following:

203 ➤ Palm trimming is scheduled for next month.

204 ➤ Mulch/pine straw will be installed by early December.

205 ➤ Flowers will be planted by the end of the week.

206 ➤ The December Irrigation Meter Usage by Clock Report is missing; costs are expected to be
207 under budget.

208 Mr. Gould asked Mr. Grimes to inspect Clock 5, as zero usage was reported for July, August
209 and September 2024.

210 Mr. Grimes responded to questions regarding causes for leakage; noting crews repaired
211 several mainline breaks due to an oversaturated soil condition.

212 ▪ **Consideration of Award of Contract – Lake & Wetland Management**

213 **This item, previously the Third Order of Business, resumed.**

214 Mrs. Adams asked to revisit this item as Superior Waterway’s bid was recorded incorrectly
215 in the memorandum and the actual bid amount is \$391,750, not \$311,741, and the Premier Lakes’
216 bid is \$336,000.

217

218 **On MOTION for Brooks of Bonita Springs by Mr. Garner and seconded by Ms.**
219 **Varnum, with all in favor, rescinding the prior vote rejecting the bid and**
220 **readvertise the RFP for Lake and Wetland Management, was approved.**

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222 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by Ms.**
223 **Bunting, with all in favor, ranking the sole respondent, Premier Lakes, Inc., as the**
224 **#1 ranked and qualified respondent to the RFP for Lake and Wetland**
225 **Management and awarding the Lake and Wetland Management contract to**
226 **Premier Lakes, Inc., was approved.**

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228 **On MOTION for Brooks of Bonita Springs by Mr. Woolsey and seconded by Ms.**
229 **Varnum, with all in favor, ranking the sole respondent, Premier Lakes, Inc., as the**
230 **#1 ranked and qualified respondent to the RFP for Lake and Wetland**

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Management and awarding the Lake and Wetland Management contract to Premier Lakes, Inc., was approved.

▪ **Committee Reports**
This item was an addition to the agenda.

Ms. Bunting distributed and presented her Report about establishing Committees and the Members of the Committees. She will update the Report to include additional Committees, including Fish Stocking, Signage, Monuments, Lake Bank and Aeration Committees.

Discussion ensued regarding creating a Frequently Asked Question (FAQ) section to post on the CDDs’ website and ensuring responses to resident concerns are timely and Mrs. Adams, Mr. Willis and designated Committee Members are copied on the responses.

SEVENTH ORDER OF BUSINESS **Update/Discussion: Sidewalk Project**

This item was presented following the Third Order of Business.

EIGHTH ORDER OF BUSINESS **Update/Discussion: Back Billing from Seminole Gulf Railway**

Mr. Adams conveyed the outcome of his and Ms. Magaldi’s conversation with the Village. Ms. Magaldi stated that the Railway declined the CDDs’ request to enter into a new agreement directly with the Railway.

Ms. Magaldi asked for Board direction and recalled the statute of limitations could be a partial defense for the CDDs; however, that direction must be weighed on the fact the railroad has the right to terminate the License Agreement either by default, upon 30-days’ notice, and remove the CDDs’ critical infrastructure Mr. Adams stated that Joe referenced removing the CDD infrastructure.

Ms. Magaldi and Mr. Adams responded to questions as to the CDDs’ legal position, cost of litigation, the demand letter, CDD payment history and removing cost from the budget after three years not receiving billings. Regarding negotiating final payment, Mr. Adams stated the Railway is willing to participate in the negotiations of the assessment entity.

263 Mr. Garner suggested the negotiating a significant payment to Rails and Trails and, in
264 return, provide the CDDs the perpetual easement.

265

266 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by Mr.**
267 **Bertucci, with all in favor, paying the CDDs’ obligations to Seminole Gulf Railway**
268 **in full and, upon receipt, the Railway providing assignment papers in the CDDs’**
269 **name for the 1998 License Agreement, was approved.**

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271 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Mr.**
272 **Woolsey, with all in favor, paying the CDDs’ obligations to Seminole Gulf Railway**
273 **in full and, upon receipt, the Railway providing assignment papers in the CDDs’**
274 **name for the 1998 License Agreement, was approved.**

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277 **NINTH ORDER OF BUSINESS**

Discussion: Lake Bank Erosion 2024-2025

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279 Mr. Willis stated Anchor Marine crews will make some repairs to the geo-tubes but is
280 waiting for water levels to recede to assess the lake banks.

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282 **TENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2024**

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284

285 The Unaudited Financial Statements and Financial Highlights Report as of September 30,
286 2024 were included for informational purposes. The CDD was unable to recover a portion of the
287 Anchor Marine “Bad debt” and implemented a positive pay process in which the bank contacts
288 the CDDs to confirm it is okay to process CDD checks. Mr. Adams will speak to the Controller to
289 clarify payment.

290

291 **ELEVENTH ORDER OF BUSINESS**

**Approval of August 28, 2024 Joint Public
Hearing and Regular Meeting Minutes**

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294 Mr. Merrit presented the August 28, 2024 Joint Public Hearing and Regular Meeting
295 Minutes. The following changes were made:

296

Lines 69 through 78: Mr. Adams and Mr. Merritt will reword.

297

Line 286: Change “he” to “she”

298 Line 337: Change “Bunting” to “Varnum”
299 Line 342: Insert additional language explaining Option 2.
300 Line 384: Insert “Coconut Road” before “fence”
301 Regarding wording on Line 251: Mrs. Adams stated she will obtain the figure from Mr. Nott
302 to include the final letter to SOLitude on the actual payment amount being withheld.

303

304 **On MOTION for Brooks of Bonita Springs by Mr. Merritt and seconded by Ms.**
305 **Varnum, with all in favor, the August 28, 2024 Joint Public Hearing and Regular**
306 **Meeting Minutes, as amended and to include any additional changes submitted**
307 **to Management, were approved.**

308

309 **On MOTION for Brooks of Bonita Springs II by Mr. Bartoletti and seconded by Ms.**
310 **Bunting, with all in favor, the August 28, 2024 Joint Public Hearing and Regular**
311 **Meeting Minutes, as amended and to include any additional changes submitted**
312 **to Management, were approved.**

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315 **TWELFTH ORDER OF BUSINESS**

Staff Reports

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

318 Ms. Magaldi reminded the Board Members to complete the required four hours of ethics
319 training by December 31, 2024; completion of the requirement will be reported when filing Form
320 1 in 2025. She will email the memorandum containing links to free online courses.

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

322 There was nothing further to report.

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

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

325 The Field Operations Report was included for informational purposes.

326 Mrs. Adams stated she is obtaining proposals to install 57 aerators. Mr. Merritt thinks the
327 communities might not have sufficient funds and suggested the CDD finance the costs via the
328 bonds.

329 Discussion ensued regarding the emergency gate and suggestions to install a camera
330 system and generator and to consider replacing the irrigation system in Lighthouse Bay and any
331 other asset over 25-years old using bond money to fund the projects.

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

333 • **NEXT MEETING DATE: January 22, 2025 at 1:00 PM [Estero Community Church,**
334 **21115 Design Parc Ln., Estero, Florida 33928]**

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

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

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338 **THIRTEENTH ORDER OF BUSINESS**

Supervisors' Requests

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340 There were no Supervisors' requests.

341

342 **FOURTEENTH ORDER OF BUSINESS**

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

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345 No members of the public spoke.

346

347 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

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349 There being nothing further to discuss, the meeting adjourned at 4:19 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

352 **FOR BROOKS OF BONITA SPRINGS:**

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Secretary/Assistant Secretary

_____ Chair/Vice Chair

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

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Secretary/Assistant Secretary

_____ Chair/Vice Chair

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

**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: January 22, 2025
SUBJECT: Status Report – Field Operations

Aquatics & Wetlands:

- **Lake Bank Restoration Projects:** All pumping for all phases has been completed, vendor is currently cutting and leveling geo tubes for phases 2 thru 4 to the required 4:1 slope. Once that is complete sod will be installed.
 1. Phase II: Lakes 27, 28A, 30,31,36, 37, 38
 2. Phase III: Lakes 40, 41, 52, 53,54,55,57,58,81
 3. Phase IV: Lakes 82, 86, 89, 93, 110
- **Littoral Planting Projects:** Littoral order & scheduling is underway; planting will occur near the start of the wet season in order to improve survivability.

Misc.

- Coordination meeting with Community GMs and District Staff took place 12/12/24 10am at the Lighthouse Bay Club. Key take aways requested by the group:
 1. Staff to provide GMs community specific maps to support their recommendations for littoral plantings and lake bank restoration work.
 2. Staff will provide a littoral planting and lake bank restoration recommendation based on GM input & field inspections at the Apr 2025 budget meeting.

Landscaping

- Phase I Hedge Project Complete along Coconut Rd, Phase II along Three Oaks is completed.
- 10 Year plan complete
- Sidewalk Replacement Project: Contract to be signed by Chairs at 1/22/24 meeting, total cost \$572,815.00

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

**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 2024/2025 JOINT MEETING SCHEDULE

LOCATION

*The Commons Club at The Brooks Enrichment Center
9930 Coconut Road Bonita Springs, Florida 34135
¹Estero Community Church, 21115 Design Parc Ln., Estero, Florida 33928*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 23, 2024	Regular Meeting	1:00 PM
January 22, 2025¹	Regular Meeting	1:00 PM
April 23, 2025¹	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	1:00 PM
June 25, 2025¹	Regular Meeting <i>Presentation of Annual Audit</i>	1:00 PM
July 23, 2025¹	Regular Meeting	1:00 PM
August 27, 2025¹	Public Hearings & Regular Meeting <i>Adoption of FY26 Proposed Budget</i>	1:00 PM