

**BEACH ROAD
GOLF ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

March 21, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Beach Road Golf Estates Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

March 14, 2022

Board of Supervisors
Beach Road Golf Estates Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Beach Road Golf Estates Community Development District will hold a Regular Meeting on March 21, 2022, at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://us02web.zoom.us/j/81619773399>, Meeting ID: 816 1977 3399 or telephonically at **1-929-205-6099**, Meeting ID: 816 1977 3399. The agenda is as follows:

1. Call to Order/Roll Call
2. Chairman's Opening Comments
3. Public Comments
4. Status of Lennar's Accurate Grading Erosion Repairs
5. Update: Status of Water Permit
6. Update: LandCare Relocation of Oak Trees on Galway
7. Update: Status of LDO for Streetlight Installation Project on Bonita Beach Road
 - Possible Installation of Smaller Illumine Package
8. Update: Status of Accommodations for Improved Pedestrian Foot Traffic, Traffic Calming Improvements Design/Permitting/LDO Submittal
9. Continued Discussion: Easement Request from Valencia Bonita HOA Regarding Plant Material and Maintenance Obligations
10. Acceptance of Unaudited Financial Statements as of January 31, 2022
11. Approval of February 21, 2022 Regular Meeting Minutes

12. Staff Reports

- A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
- B. District Engineer: *Banks Engineering, Inc.*
- C. District Manager: *Wrathell, Hunt & Associates, LLC*

- NEXT MEETING DATE: April 18, 2022 at 1:00 P.M.

- QUORUM CHECK

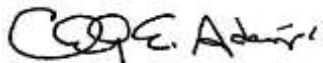
Joseph Grillo	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Barry Kove	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Daniel DiTommaso	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Denise Kempf	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Peter Leyon	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

13. Audience Comments/Supervisors' Requests

14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley "Chuck" Adams
District Manager

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

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After recording this instrument should be returned to:

Valencia Bonita Homeowners Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: President

(Space Reserved for Clerk of Court)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Easement Agreement**") is entered into as of this ____ day of March, 2022 by and between VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("**Valencia Bonita HOA**"), and BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT ("**Beach Road CDD**"). Valencia Bonita HOA and Beach Road CDD are each sometimes referred to in this Easement Agreement as a "**Party**" and collectively, as the "**Parties**".

RECITALS:

WHEREAS, Beach Road CDD is a local unit of special-purpose government established by ordinance adopted by the City of Bonita Springs, Florida pursuant to Chapter 190, Florida Statutes, whose boundaries include the residential community named "**Bonita National**";

WHEREAS, Beach Road CDD owns and is responsible for the maintenance, repair and replacement of certain portions of Bonita National including Tract WFW-B of the Plat, BONITA NATIONAL, according to the Plat thereof, as recorded under Instrument No. 2015000023533 of the Public Records of Lee County, Florida ("**Tract WFW-B**");

WHEREAS, "**Valencia Bonita**" is a residential community located adjacent to the western boundary of Bonita National;

WHEREAS, pursuant to that certain Declaration of Covenants, Restrictions and Easements for Valencia Bonita recorded on February 6, 2017 under Instrument No. 2017000026294 of the Public Records of Lee County, Florida (as amended and supplemented from time to time, collectively, the "**Valencia Bonita Declaration**"), Valencia Bonita HOA is responsible for the maintenance, repair and replacement of certain portions of Valencia Bonita (the "**HOA Property**");

WHEREAS, a portion of Tract WFW-B identified on **Exhibit "A"** attached hereto (the "**Easement Area**") is located adjacent to the easterly boundary of the following portions of Valencia Bonita: Lots 936 to 941, Tract OS-27, and Lots 942-948, all of Bonita Beach Road Estates Plat Eight, according to the Plat thereof, as recorded under Instrument No. 2021000098218 of the Public Records of Lee County, Florida and includes sod and a lake bank;

WHEREAS, Valencia Bonita HOA desires to have the right to install sod and/or native grasses in the Easement Area and to thereafter maintain the Easement Area, and Beach Road CDD has agreed to grant to Valencia Bonita HOA a perpetual, non-exclusive easement over, under, upon, across and through the Easement Area to permit Valencia Bonita HOA to perform such installations in, and maintenance of, the Easement Area, all as provided in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein in their entirety by this reference.

2. Grant of Easement. Beach Road CDD hereby gives, grants, and conveys to Valencia Bonita HOA a perpetual, non-exclusive easement over, under, upon, across and through the Easement Area (the "Easement") for the following purposes:

(a) re-grading the Easement Area and installing sod and/or native grasses in and on the Easement Area, as same may be necessary and/or desirable by Valencia Bonita HOA from time to time; provided, however, that no work shall modify the grading to be inconsistent with any applicable City of Bonita Springs or South Florida Water Management District permit;

(b) irrigating the Easement Area with irrigation water provided from the HOA Property and/or irrigation water provided from irrigation systems or facilities installed on, under and across the Easement Area by the Valencia Bonita HOA; and

(c) trimming, cutting and maintaining the sod and/or native grasses located in and on the Easement Area.

Except as expressly provided in this Easement Agreement, Valencia Bonita HOA shall not make any material change to the Easement Area without the prior, written approval of Beach Road CDD, which approval may be withheld in Beach Road CDD's sole discretion. Valencia Bonita HOA shall be responsible, at its sole cost and expense, for obtaining all permits, orders and/or approvals from governmental authorities that may be reasonably necessary to exercise the rights granted to Valencia Bonita HOA by this Easement Agreement (collectively, the "Approvals"). Beach Road CDD agrees to cooperate with Valencia Bonita HOA, at no cost or expense to Beach Road CDD, in all respects in connection with Valencia Bonita HOA's efforts to obtain the Approvals. In connection therewith, Beach Road CDD agrees, upon the request of Valencia Bonita HOA, to promptly execute and deliver to Valencia Bonita HOA (but in no event later than thirty (30) days following such request) all petitions, applications, permits, consents, joinders, documents, agreements or other instruments as Valencia Bonita HOA may request to allow Valencia Bonita HOA to obtain the Approvals.

3. Maintenance. Valencia Bonita HOA agrees to trim, cut and maintain the sod and/or native grasses located in and on the Easement Area including any sod and/or native grasses and irrigation improvements placed by Valencia Bonita HOA from time to time within the Easement Area. The maintenance activities of Valencia Bonita HOA will include such maintenance as necessary to keep the sod, native grasses and irrigation within the Easement Area in good, neat and proper condition and repair. The parties acknowledge nothing herein shall obligate Valencia Bonita HOA to do any of the following: (i) treating the flowway portion of Tract WFW-B for algae and invasive and exotic vegetation; (ii) maintaining and repairing as necessary any natural erosion or other erosion or scouring that occurs in Tract WFW-B (regardless of the movement of the water line within the flowway from time to time) other than erosion caused by a failure of Valencia Bonita HOA to maintain the Easement Area in accordance with this Easement Agreement; and (iii) installing, maintaining and replacing any required littoral plantings within littoral areas on Tract WFW-B.

4. Compliance. Valencia Bonita HOA shall use reasonable care in performing work within the Easement Area. Valencia Bonita HOA will conduct all activity within the Easement Area in accordance with all applicable permits (including, without limitation, any South Florida Water Management District or City of Bonita Springs permits that may be applicable), rules, ordinances, regulations and laws and, to the extent required, will obtain all requisite permits and approvals prior to the commencement of any activity in the Easement Area. Beach Road CDD acknowledges that Valencia Bonita HOA's work in the Easement Area may be performed, at the sole election of Valencia Bonita HOA, by Valencia Bonita HOA's own employees, by contractors or agents engaged by Valencia Bonita HOA.

5. Beach Road CDD Rights. Beach Road CDD shall retain all rights and use of the Easement Area, subject, however, to this Easement Agreement and the rights granted to Valencia Bonita HOA in this Easement Agreement. Notwithstanding anything to the contrary in this Easement Agreement, nothing herein shall be construed to limit or restrict Beach Road CDD's right to operate and maintain its stormwater management system, of which Tract WFW-B is a portion.

6. Assumption of Risk; Indemnification. Valencia Bonita HOA assumes all risk and bears any loss or injury to property or persons occasioned by negligent act or omission of Valencia Bonita HOA or its agents, consultants, employees, or subcontractors, relating to this Easement Agreement and Valencia Bonita HOA's exercise of its rights set forth herein. Valencia Bonita HOA agrees to indemnify, hold harmless and defend Beach Road CDD and all of its supervisors, officers, agents and employees from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recoverable against it or them by reason of any negligent act or omission of Valencia Bonita HOA, its agents, consultants, employees, or subcontractors, relating to this Easement Agreement and Valencia Bonita HOA's exercise of its rights set forth herein. Notwithstanding the foregoing, nothing in this Easement Agreement shall be deemed as a waiver of immunity or limits of liability of Beach Road CDD beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Valencia Bonita HOA further agrees to carry and maintain in full force and effect commercial general liability including contractual liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate, which insurance names Beach Road CDD as certificate holder and additional insured to the general liability insurance policy. Valencia Bonita HOA shall require any contractor performing work within the Easement Area to maintain commercial general liability insurance in an amount equal or greater than the foregoing minimum coverage level.

7. Restoration of Damage. Valencia Bonita HOA shall, at Valencia Bonita HOA's sole cost and expense, promptly repair any damage to the Easement Area caused in any manner by the activities of Valencia Bonita HOA pursuant to the terms of this Easement Agreement to reasonably the same condition as existed prior to such damage.

8. Default/Default Remedies.

(a) Valencia Bonita HOA shall be deemed to be in default ("**Default**") under this Easement Agreement in the event Valencia Bonita HOA fails to comply with any term, provision or covenant of this Agreement and such failure is not cured within thirty (30) days after written notice from Beach Road CDD; provided, however, that if the failure is of such a nature that it cannot reasonably be cured by Valencia Bonita HOA within said thirty (30) days period, Valencia Bonita HOA shall not be deemed in default so long as Valencia Bonita HOA commences curing such default within said thirty (30) day period and continues to diligently prosecute the same to final completion no later than ninety (90) days after written notice from Beach Road CDD.

(b) In the event of a Default under this Easement Agreement by Valencia Bonita HOA, Beach Road CDD shall have the right, but not the obligation, to do either of the following, in Beach Road CDD's sole discretion:

- (i) to satisfy Valencia Bonita HOA's Default obligation by such action deemed necessary by Beach Road CDD whereupon Valencia Bonita HOA shall promptly upon demand from Beach Road CDD accompanied by reasonable supporting evidence, reimburse Beach Road CDD for any and all reasonable expenses associated with the corrective action by Beach Road CDD; or
- (ii) to unilaterally terminate this Easement Agreement and all rights and easements granted to Valencia Bonita HOA hereunder by sending a written termination notice to Valencia Bonita HOA (the "**Termination Notice**"). Upon delivery of the Termination Notice in accordance with Section 10 hereof, this Easement Agreement and all rights and easements granted hereby shall be fully terminated except for the indemnification obligations in Section 6 hereof, which obligations

shall survive termination of this Easement Agreement and Beach Road CDD may at its election place such documentation of record to evidence the termination as deemed necessary or desirable by Beach Road CDD. Although the foregoing termination under this subsection (ii) is intended by the parties to be self-operative, Valencia Bonita HOA agrees to execute a written release and termination of this Easement Agreement if requested by Beach Road CDD.

9. Termination. Unless terminated as set forth in Section 8 above or this Section 9, this Easement Agreement shall remain in full force and effect in perpetuity from the date first set forth above. The Easement Agreement may be freely terminated by Valencia Bonita HOA, with or without cause, upon ninety (90) days' written notice to Beach Road CDD and the recording of a termination of this Easement Agreement in the Public Records. Upon any termination of this Agreement (whether pursuant to Section 8 or Section 9), Valencia Bonita HOA, at its sole cost and expense, shall remove any landscaping, irrigation or other improvements installed by Valencia Bonita HOA in the Easement Area as may be requested by Beach Road CDD and restore such areas, at its sole cost and expense, to substantially the same condition that existed immediately prior to the effective date of this Easement Agreement.

10. Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by hand, (ii) three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and (iii) one (1) business day after deposit with Federal Express, UPS or other nationally recognized overnight courier, and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing):

If to Beach Road CDD:	Wrathell, Hunt and Associates, LLC 9220 Bonita Beach Road, Ste. 214 Bonita Springs, FL 34135 Attention: Chelsey "Chuck" Adams
With a copy to:	Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail N., Suite 300 Naples, Florida 34103 Attn: Gregory L. Urbancic, Esq.
If to Valencia Bonita HOA:	Valencia Bonita Homeowners Association, Inc. 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, FL 33323 Attention: President

11. Miscellaneous.

(a) This Easement Agreement is intended to and shall be considered as a covenant running with the title to the Easement Area and shall be binding upon and inure to the Parties and their respective successors and/or assigns. This Easement Agreement shall be: (i) recorded amongst the public records of Lee County, Florida and (ii) construed in accordance with the laws of the State of Florida.

(b) The provisions of this Easement Agreement may be enforced by all appropriate actions at law and/or in equity by Beach Road CDD or Valencia Bonita HOA.

(c) Venue for any lawsuit or other proceeding between the parties arising under this Easement Agreement shall be exclusively in Lee County, Florida. BEACH ROAD CDD AND VALENCIA BONITA HOA EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS EASEMENT AGREEMENT AND/OR THE PARTIES' PERFORMANCE UNDER THIS EASEMENT AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS EASEMENT AGREEMENT. THIS MEANS THAT A JUDGE AND NOT A JURY WILL BE THE TRIER OF FACT IN ANY SUCH LITIGATION.

(d) In the event of any litigation between the parties to this Easement Agreement arising out of this Easement Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees and costs incurred up to and including all trial, appellate, and post-judgment levels and proceedings.

(e) All of the Parties to this Easement Agreement have participated fully in its negotiation and drafting, and accordingly, this Easement Agreement shall not be more strictly construed against any one of the parties hereto.

(f) In the event any term or provision of this Easement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement Agreement shall be construed in full force and effect.

(g) This Easement Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date set forth above.

VALENCIA BONITA HOA:

VALENCIA BONITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

WITNESSES:

Print Name: _____

By: _____
Dianna Betancourt, President

[CORPORATE SEAL]

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day _____, 2022, by Dianna Betancourt, as President of Valencia Bonita Homeowners Association, Inc., a Florida not for profit corporation, who () is personally known to me or () has produced _____ as identification.

NOTARY SEAL

Notary Public

Print Notary Name
My Commission Expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

BEACH ROAD CDD:

BEACH ROAD GOLF ESTATES COMMUNITY
DEVELOPMENT DISTRICT

WITNESSES:

Print Name: _____

By: _____
Barry Kove, Chairman

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022 by Barry Kove, as Chairman of Beach Road Golf Estates Community Development District, who () is personally known to me or () has produced _____ as identification.

NOTARY SEAL

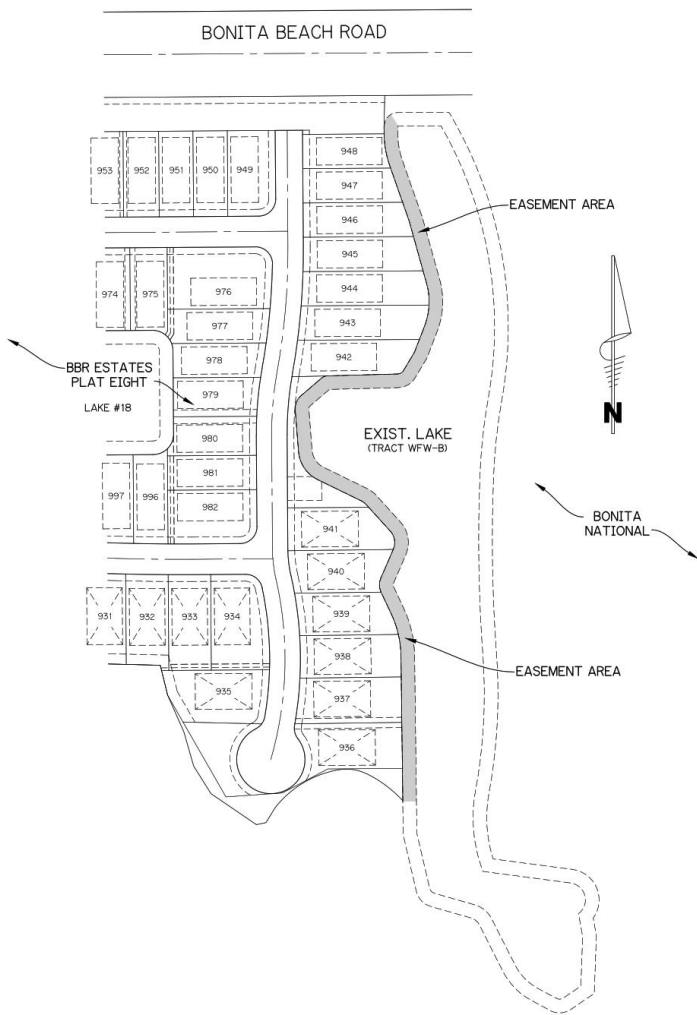
Notary Public

Print Notary Name
My Commission Expires: _____

EXHIBIT "A"

Easement Area

Commented [GU1]: We might want to have an actual sketch and legal description prepared.



**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

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**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2022**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
BALANCE SHEET
JANUARY 31, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 326,424	\$ -	\$ -	\$ 326,424
Investments				
Revenue	-	1,925,791	-	1,925,791
Reserve	-	1,048,843	-	1,048,843
Sinking	-	28	-	28
Interest	-	1	-	1
Prepayment	-	14	-	14
Construction	-	-	1,267,929	1,267,929
Due from other	3,456	-	-	3,456
Due from general fund	-	40,631	-	40,631
Due from capital projects fund	263	-	-	263
Due from other governments	13,324	-	-	13,324
Utility deposit	282	-	-	282
Total assets	<u>\$ 343,749</u>	<u>\$ 3,015,308</u>	<u>\$ 1,267,929</u>	<u>\$ 4,626,986</u>
LIABILITIES				
Liabilities				
Developer advance	\$ 1,983	\$ -	\$ -	\$ 1,983
Accrued taxes payable	153	-	-	153
Due to debt service	40,631	-	-	40,631
Due to general fund	-	-	263	263
Due to other governments	631	-	-	631
Total liabilities	<u>43,398</u>	<u>-</u>	<u>263</u>	<u>43,661</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	13,324	-	-	13,324
Total deferred inflows of resources	<u>13,324</u>	<u>-</u>	<u>-</u>	<u>13,324</u>
FUND BALANCES				
Restricted for:				
Debt service	-	3,015,308	-	3,015,308
Capital projects	-	-	1,267,666	1,267,666
Assigned				
Lake bank erosion repair	150,000	-	-	150,000
Unassigned	137,027	-	-	137,027
Total fund balances	<u>287,027</u>	<u>3,015,308</u>	<u>1,267,666</u>	<u>4,570,001</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 343,749</u>	<u>\$ 3,015,308</u>	<u>\$ 1,267,929</u>	<u>\$ 4,626,986</u>

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
On-roll assessments	\$ 4,762	\$ 219,246	\$ 233,809	94%
Intergovernmental mitigation and monitoring	4,659	4,659	78,840	6%
Non-governmental mitigation and monitoring	-	4,827	-	N/A
Interest	3	13	-	N/A
Total revenues	<u>9,424</u>	<u>228,745</u>	<u>312,649</u>	73%
EXPENDITURES				
Supervisors	1,077	3,014	-	N/A
Management/recording	3,333	13,333	40,000	33%
Financial accounting services	1,292	5,167	15,500	33%
Audit	-	-	4,500	0%
Dissemination agent	417	1,667	5,000	33%
Trustee fees	9,868	9,868	10,850	91%
Legal	1,435	2,598	10,000	26%
Engineering	-	-	5,000	0%
Postage	124	408	300	136%
Printing & reproduction	83	333	1,000	33%
Legal advertising	-	275	1,000	28%
Annual district filing fee	-	175	175	100%
Insurance	-	6,311	6,200	102%
Other current charges	67	271	650	42%
ADA website maintenance	-	210	210	100%
Website	-	705	615	115%
Total professional & admin	<u>17,696</u>	<u>44,335</u>	<u>101,000</u>	44%
Operations				
Mitigation maintenance and monitoring	-	33,279	146,000	23%
On-site operations and maintenance	-	4,510	92,000	5%
Total operations	<u>-</u>	<u>37,789</u>	<u>238,000</u>	16%
Other fees and charges				
Property appraiser	-	-	1,459	0%
Tax collector	-	2,116	2,189	97%
Total other fees and charges	<u>-</u>	<u>2,116</u>	<u>3,648</u>	58%
Total expenditures	<u>17,696</u>	<u>84,240</u>	<u>342,648</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	(8,272)	144,505	(29,999)	
Fund balance - beginning	295,299	142,522	329,261	
Assigned				
Lake bank erosion repair ¹	150,000	150,000	150,000	
Unassigned	137,027	137,027	149,262	
Fund balance - ending	<u>\$ 287,027</u>	<u>\$ 287,027</u>	<u>\$ 299,262</u>	

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015
FOR THE PERIOD ENDED JANUARY 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 40,631	\$ 1,852,753	\$ 1,996,768	93%
Interest	21	72	-	N/A
Total revenues	<u>40,652</u>	<u>1,852,825</u>	<u>1,996,768</u>	93%
EXPENDITURES				
Principal	-	595,000	595,000	100%
Interest	-	698,968	1,386,035	50%
Total expenditures	<u>-</u>	<u>1,293,968</u>	<u>1,981,035</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	40,652	558,857	15,733	
Fund balance - beginning	2,974,656	2,456,451	2,449,879	
Fund balance - ending	<u>\$ 3,015,308</u>	<u>\$ 3,015,308</u>	<u>\$ 2,465,612</u>	

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2015
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year to Date
REVENUES		
Interest	\$ 16	\$ 53
Total revenues	16	53
EXPENDITURES		
Capital outlay	-	30,150
Total expenditures	-	30,150
Net increase/(decrease), fund balance	16	(30,097)
Beginning fund balance	1,267,650	1,297,763
Ending fund balance	\$ 1,267,666	\$ 1,267,666

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

11

DRAFT
MINUTES OF MEETING
BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Beach Road Golf Estates Community Development District held a Regular Meeting on February 21 2022, at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Boulevard, Bonita Springs, Florida 34135 and via Zoom at <https://us02web.zoom.us/j/81619773399> and telephonically at 1-929-205-6099, Meeting ID 816 1977 3399, for both.

Present at the meeting were:

Barry Kove	Chair
Daniel DiTommaso	Vice Chair
Joseph Grillo	Assistant Secretary
Peter Leyon	Assistant Secretary
Denise Kempf	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Shane Willis	Operations Manager
Greg Urbancic (via telephone)	District Counsel
Dave Underhill (via Zoom)	District Engineer
Reid Fellows	TR Transportation Consultants
Peter Serena	Troon
Sal Dona	Resident
Steve Ludwinski	Resident
Ken Kobylinski	Resident
Joe Morebuck	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:00 p.m. All Supervisors were present.

▪ **Chairman's Opening Comments**

This item was an addition to the agenda.

Mr. Kove welcomed all meeting attendees and gave the following updates:

- A recent Waste Management hydraulic leak is of major concern and the Board is working on having it cleaned up.
- MRI was contacted and would be on site next week to repair one or two extension pipes in the lake and is planning to remedy the lake banks and install new grass in March.

42 ➤ The Florida Aeration Company was on site last week to evaluate the aeration systems.
43 Staff asked them to cancel the contract since the CDD has taken over that function and hired
44 SOLitude Lake Management (SOLitude) to treat the lakes.

45 ➤ Two months ago, the CDD asked Lennar to repair the grading erosion repairs that they
46 put in, in the back. The repairs are still pending.

47 Mr. Kove directed Mr. Adams to contact Mr. Doyle at Lennar.

48 ➤ There are several questions and concerns about the water permit and residents have
49 asked if anything can be done to fast-track it.

50 Mr. Adams stated, on February 9, 2022, the water permit was extended for another five
51 years and, on that same day, the application to change the name from Lennar to the CDD was
52 filed. He anticipated that the permit from the South Florida Water Management District
53 (SFWMD) would be issued within a few weeks and, as soon as it is issued, Staff would forward a
54 copy of the new permit to the Golf Club and the Master HOA Board. Mr. Kove suggested
55 keeping this item on the agenda until it is concluded.

56 Regarding oak tree removal plans on Galway, Mr. Willis stated he met with LandCare
57 last week and identified a few trees for removal. The vast majority of the oak trees will be
58 replanted between the sidewalk on Galway and the lakes to provide shade. LandCare has not
59 submitted the proposal. Mr. Willis would follow up and provide an update at the next meeting.

60 Mr. Willis and Mr. Adams responded to questions regarding algae spraying, weed
61 spraying, littoral plants and the bald cypress trees.

62 ➤ Mr. Kove stated the aeration repairs were made. Some of the lakes have one or two
63 aeration systems and it was brought to his attention that the CDD should probably have
64 aeration systems in the middle of the lakes rather than at the far ends. He asked Mr. Adams to
65 review the document and apprise the Board of whether an aeration system should be installed
66 in the middle, as well, to help with algae.

67 Mr. Adams stated Staff would have SOLitude perform dissolved oxygen testing the next
68 time they are on site.

69 ➤ The white lines on the crosswalks have started to erode. Staff was asked to have them
70 and the stop sign lines re-painted. Mr. Adams stated that these items must eventually become
71 HOA responsibilities, as part of the operating of the roadways. CDD Staff would facilitate the
72 repairs one more time, along with the final lift of asphalt, await Waste Management repairs of
73 leak damage and then convey maintenance of the crosswalks over to the HOA.

74 **SECOND ORDER OF BUSINESS**

Public Comments

75
76 There were no public comments.

77
78 **THIRD ORDER OF BUSINESS**

**Update: Status of LDO for Streetlight
Installation Project on Bonita Beach Road**

79
80
81 Mr. Adams stated that copies of an updated and revised photometric survey and plans
82 were previously forwarded to the Board. He introduced Mr. Reid Fellows, of TR Transportation
83 Consultants (TRTC), who would review the survey.

84 Mr. Fellows stated TRTC conducted the photometric study and prepared plans for
85 submittal to the City of Bonita Springs for permitting. The study has not been submitted
86 because TRTC wanted to first obtain the Board’s feedback and make any necessary changes
87 prior to submitting it. He discussed the history of the streetlights, survey limitations and the
88 analysis and plans to show what the actual proposed lighting levels would be.

89 Mr. Grillo recalled that, a few meetings ago, several residents were furious that the
90 streetlights were too bright. He asked if that was covered in the photometric study. Mr. Fellows
91 stated that the updated plan shows the shielding on the backside of the fixture, which
92 eliminates back spill, and Staff alerted Florida Power & Light (FPL) that some of the fixtures
93 were not mounted perpendicular to the roadway. Asked if FPL would make the repairs, Mr.
94 Fellows stated approval is needed from the City to insert the outside shield fixtures.

95 Discussion ensued regarding resident dissatisfaction with the bright lighting, the new
96 design, design constraints, changing the design, outside shields, testing the test shields in a
97 specific area, the number of light poles, FPL’s limited offerings, changing the wattage and
98 uniformity. Ms. Kempf stated that the lighting is for a street in a community and the wattage
99 seems to be the issue. She asked if the wattage could be lowered or the shields adjusted and if
100 the poles could be spread out, with a few relocated to the other side. Mr. Fellows would
101 research staggering the configuration.

102 Regarding who dictates the uniformity that he previously referenced, Mr. Fellows stated
103 that is part of the City design criteria, which follows the Florida Department of Transportation
104 (FDOT) actual criteria, and that the minimum average luminosity in the calculation for an
105 arterial roadway, like Bonita Beach Road, is a minimum of 1.5. The CDD is showing it being over
106 2, which is brighter than the minimum required per the City and FDOT. Asked if it is possible

107 that FPL would not make the changes, Mr. Fellows stated that FPL is trying to coordinate with
108 TRTC to find the best option for the CDD.

109 Resident Sal Dona asked for the impact of starting over with a more acceptable and
110 more decorative design plan and what the cost impact to the communities, with the
111 understanding that this new approach would be acceptable to them but there is a potential
112 cost impact. Mr. Fellows stated having fixtures in the median is not allowed and he doubted
113 that the CDD would be able to do anything there because of the fixtures on the north side.
114 Asked if it is possible to adjust the plan according to what FPL makes available to the CDD, Mr.
115 Fellows stated if the poles are there, he would insert the fixtures.

116 Resident Steve Ludwinski asked if the lamp inside the fixture could be changed to a
117 lower wattage and if a filter could be placed inside to diminish the brightness of the LED lights.
118 Mr. Fellows stated it is possible and Staff would research FPL’s latest offerings to see if there is
119 something in a smaller illumine package and, if so, install that. Mr. Kove stated that would be
120 great. Ms. Kempf asked about inspection. Mr. Adams stated the job was not completed so
121 there was no inspection; ultimately, the District Engineer, along with the City of Bonita Springs,
122 as the permit issuer, would be inspecting.

123 **Mr. Fellows left the meeting.**

124

125 **FOURTH ORDER OF BUSINESS**

**Update: Status of Accommodations for
Improved Pedestrian Foot Traffic, as well
as Traffic Calming Improvements
Design/Permitting**

129 Mr. Kove reported the following:

131 ➤ The CDD has been going back and forth with the HOA and finally concluded the design,
132 which was subsequently approved by the HOA.

133 ➤ The current strategy is to commence the project in April and the temporary speed
134 hump at the corner of Wicklow and Bonita National would be replaced by a permanent one
135 going completely across; no streets would be closed.

136 ➤ The second new speed hump would be on the eastbound side of Westmeath,
137 completely across both sides. This would be a crucial spot to slow the traffic going from the first
138 speed hump to the second.

139 ➤ At Cookstown, one speed hump will be installed on the west side before the golf
140 crossing and one on the other side of the crosswalk to control traffic from the other direction.

141 ➤ A crosswalk would be installed at Bridgetown, with an additional sidewalk to connect all.
142 If work on Bridgetown can commence sooner, the street would not have to be closed.

143 Asked about installing a speed hump between Hole #1 and Hole #2, Mr. Kove stated that
144 area was not included but it could be in Phase 2 of the project, wherein other areas in the
145 community would be considered for speed humps. Discussion ensued regarding the crosswalk
146 and sidewalk re-striping at Bridgetown, utilities, next steps, submitting for a Limited
147 Development Order (LDO) and permitting.

148 Mr. Adams would research and engage contractors and give an update in the future.
149

150 **FIFTH ORDER OF BUSINESS**

**Discussion: HOA/Safety Committee Review
of Efficiency and/or Possible Replacement
of Two Black Gates and Installation of
Another on the Sidewalk for Security
Purposes**

155 Mr. Kove reported the following:

156
157 ➤ He recently met with Tracy Maur, of the HOA, the Safety Committee and Peter Serena,
158 from Troon, and discussed the two main, black gates at the entrance.

159 ➤ Mr. Serena would invite professionals from other Troon locations to inspect and
160 evaluate the gates and report their findings of what needs to be done to upgrade the gates.

161 ➤ The CDD suggestion is to install a security gate on the sidewalk leading into the
162 community, right of the gate arm and the reader for the resident’s side, to deter trespassers on
163 bike and on foot. The look of the security gate and two black gates would be kept in uniformity
164 with one another.

165 Asked if he was able to have the gates inspected, Mr. Serena stated the design
166 development person would perform an inspection the week of March 8, 2022.
167

168 **SIXTH ORDER OF BUSINESS**

**Continued Discussion: Easement Request
from Valencia Bonita Regarding Plant
Material and Maintenance Obligations**

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170
171
172 Mr. Adams stated that this Easement Request involves a shared lake between Bonita
173 National and Valencia. The CDD owns the lake tract and Valencia would like to maintain it, up to

174 the water’s edge, consistent with the landscaping on their side, with no responsibility to the
175 water body itself. Mr. Urbancic has been working on the Agreement with Valencia.

176 Mr. Urbancic stated there have been several drafts of the Agreement and the latest
177 draft includes comments received from Valencia’s attorney. On the positive side, the number of
178 comments and provisions has narrowed. He voiced his concerns regarding providing Valencia
179 with indemnity, vague language and future disputes about maintenance responsibilities. Mr.
180 Urbancic stated his goal is to obtain clarity on these items, subject to the Board’s direction.

181

182 SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-01,
Implementing Section 190.006(3), Florida
Statutes, and Requesting that the Lee
County Supervisor of Elections Begin
Conducting the District’s General Elections;
Providing for Compensation; Setting for
the Terms of Office; Authorizing Notice of
the Qualifying Period; and Providing for
Severability and an Effective Date

192 Mr. Adams presented Resolution 2022-01. The Resolution advises that Seats 3, 4 and 5,
193 are up for election and identifies the qualifying period in June 2022. An advertisement would be
194 published on or before May 25, 2022 to meet the publishing requirement.

195

196 **On MOTION by Mr. Kove and seconded by Mr. Grillo, with all in favor,**
197 **Resolution 2022-01, Implementing Section 190.006(3), Florida Statutes, and**
198 **Requesting that the Lee County Supervisor of Elections Begin Conducting the**
199 **District’s General Elections; Providing for Compensation; Setting for the Terms**
200 **of Office; Authorizing Notice of the Qualifying Period; and Providing for**
201 **Severability and an Effective Date, was adopted.**

202

203

204 EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of December 31, 2021

205

206

207 Mr. Adams presented the Unaudited Financial Statements as of December 31, 2021.
208 Regarding when Lennar would install the additional asphalt, Mr. Adams stated probably after
209 the Easter holiday. The financials were accepted.

210

211 NINTH ORDER OF BUSINESS

Approval of January 10, 2022 Regular
Meeting Minutes

212

213 Mr. Adams presented the January 10, 2022 Regular Meeting Minutes.

214

215 **On MOTION by Mr. Grillo and seconded by Mr. DiTommaso, with all in favor,**
216 **the January 10, 2022 Regular Meeting Minutes, as presented, were approved.**

217

218

219 **TENTH ORDER OF BUSINESS**

Staff Reports

220

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

222 There was no report.

223 **B. District Engineer: *Banks Engineering, Inc.***

224 Mr. Adams stated that Mr. Underhill started preparing the Stormwater Needs Analysis
225 Report.

226 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 227 • **NEXT MEETING DATE: March 21, 2022 at 1:00 P.M.**

- 228 ○ **QUORUM CHECK**

229 All Supervisors confirmed their attendance at the March 21st meeting.

230

231 **ELEVENTH ORDER OF BUSINESS**

**Audience
232 Requests**

Comments/Supervisors'

233

234

235 Ms. Kempf suggested that Mr. Fellows write what he plans to do and propose to FPL on
the CDD's behalf. Mr. Adams would request a report from Mr. Fellows.

236 Resident Joe Morebuck voiced his opinion that the recently sprayed weeds on the #17
237 tee box are unsightly. He asked if the dead weeds would disintegrate or be cleaned up. Mr.
238 Adams stated Staff would have SOLitude remove the dead weeds.

239 Mr. Grillo stated the gutters on the north side of Bonita Beach Road have a lot of sand
240 and debris. Mr. Adams stated Staff would obtain proposals and have the area cleaned.

241

242 **TWELFTH ORDER OF BUSINESS**

Adjournment

243

244 There being no further business to discuss, the meeting adjourned.

245

246 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the**
247 **meeting adjourned at 2:05 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

12C

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE****LOCATION**

*Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Blvd.,
Bonita Springs, Florida 34135*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 18, 2021	Regular Meeting	1:00 PM
Zoom: https://us02web.zoom.us/j/81142213094 , Meeting ID: 811 4221 3094 or telephonically at 1-929-205-6099 , Meeting ID: 811 4221 3094		
November 15, 2021	Regular Meeting	1:00 PM
Zoom: https://us02web.zoom.us/j/81142213094 , Meeting ID: 811 4221 3094 or telephonically at 1-929-205-6099 , Meeting ID: 811 4221 3094		
December 13, 2021 CANCELED	Regular Meeting	1:00 PM
January 10, 2022*	Regular Meeting	1:00 PM
Zoom: https://us02web.zoom.us/j/81619773399 , Meeting ID: 816 1977 3399 or telephonically at 1-929-205-6099 , Meeting ID: 816 1977 3399		
February 21, 2022	Regular Meeting	1:00 PM
Zoom: https://us02web.zoom.us/j/81619773399 , Meeting ID: 816 1977 3399 or telephonically at 1-929-205-6099 , Meeting ID: 816 1977 3399		
March 21, 2022	Regular Meeting	1:00 PM
Zoom: https://us02web.zoom.us/j/81619773399 , Meeting ID: 816 1977 3399 or telephonically at 1-929-205-6099 , Meeting ID: 816 1977 3399		
April 18, 2022	Regular Meeting	1:00 PM
Zoom: https://us02web.zoom.us/j/81619773399 , Meeting ID: 816 1977 3399 or telephonically at 1-929-205-6099 , Meeting ID: 816 1977 3399		
May 16, 2022	Regular Meeting	1:00 PM
Zoom: https://us02web.zoom.us/j/81619773399 , Meeting ID: 816 1977 3399 or telephonically at 1-929-205-6099 , Meeting ID: 816 1977 3399		

June 20, 2022	Regular Meeting	1:00 PM
Zoom: https://us02web.zoom.us/j/81619773399 , Meeting ID: 816 1977 3399 or telephonically at 1-929-205-6099 , Meeting ID: 816 1977 3399		
July 18, 2022	Regular Meeting	1:00 PM
August 15, 2022	Public Hearing & Regular Meeting	1:00 PM
September 19, 2022	Regular Meeting	1:00 PM

Exceptions*

December meeting date is one week earlier to accommodate Christmas Holiday

January meeting date is one week earlier to accommodate Martin Luther King Jr. Holiday