

August 17, 2026 – 6:00 PM REGULAR BOARD MEETING

Lehigh Acres Municipal Services Improvement District
Barrett Room
601 East County Lane
Lehigh Acres, FL 33936

This meeting is open to the general public.

REGULAR MEETING AGENDA

- 1) **Preliminaries**
 - A. Call to Order
 - B. Roll Call
 - C. Invocation & Pledge of Allegiance
 - D. Public Comment
 - E. Move, Remove and Add Agenda Items
 - F. Approval of Agenda
 - G. Action on Removed Consent Items
 - H. Approval of Consent Agenda
- 2) **Consent Agenda**
 - A. Invoices and Change Orders
 - B. Approval of Minutes July 20, 2026, Regular Meeting and Budget Meeting
 - C. PER #26-86 Dollar Tree – 1322 Meadow Road
 - D. PER #26-116 thru PER #26-132 Lumos Bores at Various Locations
 - E. PER #26-133 H.S. “NNN” – 6” FM Bore under E. Baker Canal (47-14-1) at Joel Blvd.
 - F. PER #26-134 H.S. “NNN” – 12” FM Bore under E. Easy Canal (47-14-2) at Joel Blvd.
 - G. PER #26-135 H.S. “NNN” – 14” WL Bore under W. Easy Canal (47-15-1) at Joel Blvd.
 - H. PER #26-136 H.S. “NNN” – 12” FM Bore under E. King Canal (47-11-1) at Joel Blvd.
 - I. PER #26-137 H.S. “NNN” – 14” WL Bore under W. King Canal (47-3-6) at Joel Blvd.
 - J. PER #26-138 H.S. “NNN” – 12” FM Bore under Dogleg Canal (47-2-1) at Joel Blvd.
 - K. PER #26-139 H.S. “NNN” – 14” WL Bore under Monarch Canal (47-3-1) at Joel Blvd.
- 3) **Action Agenda**
 - A. Good Cause
 - B. 2026/2027 Board Meeting Dates
 - C. Changes to Job Description(s)
 - D. Land Purchase Offer
- 4) **Discussion Agenda**
 - A. Old Business
 1. Leeland Bottomless Lake Building
 2. Manager Replacement Strategy, Schedule and Survey
 3. 2027 Legislative Appropriation
 - B. New Business
 - C. Commissioner’s Request
 - D. Engineer’s Report
 - E. Attorney’s Report
 - F. Staff and Financial Report
 - G. Treasurer’s Report
 - H. Secretary’s Report
- 5) **Adjournment**

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Invoices and Change Orders

Meeting Date: August 17, 2026

Agenda Item # 2A

☒ CONSENT ☐ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve all invoices as stated on the Summary Sheet.

2 What the action accomplishes: Approves all invoices that are outside the approval limits of the Treasurer and Manager.

3 Fiscal Impact: As listed on the Summary Sheet.

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☒ ATTORNEY	☒ FIELD DIRECTOR
☒ ENGINEER	☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Approval of Minutes July 20, 2026, Regular Meeting and Budget Meeting

Meeting Date: August 17, 2026

Agenda Item # 2B

☒ **CONSENT** ☐ **ACTION** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

Recommended motion: Move to approve the minutes from the July 20,2026 Budget Meeting & Regular Board Meeting.

What the action accomplishes: Memorializes the Board Meetings as per Florida Statute.

Fiscal Impact: 2 hrs staff time.

Staff comments:

Staff review and recommended approval:

☒ **MANAGER** ☐ **ASSISTANT DISTRICT MGR**
☐ **ATTORNEY** ☐ **FIELD SUPERINTENDENT**
☒ **ENGINEER** ☒ **CONTROLLER**

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LET IT BE KNOWN that the “Lehigh Acres Municipal Services Improvement District” held its Budget meeting at 5:00 P.M. in the Barrett Room, 601 East County Lane, Lehigh Acres, FL 33936, with various members of the public and the following Commissioners and staff present:

Attendance

CHAIR: Michael Bonacolta
VICE CHAIR: Julie Hollingsworth
TREASURER: Rebecca Thompson
SECRETARY: David Deetscreek
COMMISSIONER: Katy Hoover

STAFF: Dave Lindsay, District Manager
Michael Cook, Director of Operations
Tim Browning, Information Systems Coordinator
Lisa Waskiewicz, Resource & Relations Director
Dana March, Finance Director
Alexis Nielson, Administrative Support Specialist (Virtual)

ATTORNEY: Seth Behn, Lewis, Longman & Walker

SPECIAL MEETING AND PUBLIC HEARING AGENDA

1. Preliminaries

- A. Roll Call
- B. Invocation & Pledge of Allegiance
- C. Public Comment for Non-agenda Items.
- D. Move, Remove and Add Agenda Items
- E. Approval of Agenda

2. Public Hearing: To Present the Fiscal Year 2026-2027 Proposed Budget

- A. Open Public Hearing
- B. Presentation of FY2026-27 Preliminary Proposed Budget
- C. Public Comment on the FY 2026-27 Preliminary Proposed Budget
- D. Close Public Hearing

3. Adjourn

1. PRELIMINARIES

A. ROLL CALL

Chair Bonacolta called the meeting to order at 5:00 P.M. Deputy Secretary took roll call. All commissioners on the committee were present. There was a quorum.

B. INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Bonacolta did the invocation and led the pledge.

C. PUBLIC COMMENT FOR NON-AGENDA ITEMS

None.

D. MOVE, REMOVE AND ADD AGENDA ITEMS

None.

E. APPROVAL OF AGENDA

- *Move to approve the Agenda as presented.*
 - *Commissioner Deetscreek moved*
 - *Commissioner Hoover seconded*
- *Motion was unanimously approved*

2. PUBLIC HEARING: TO PRESENT THE FISCAL YEAR 2026-2027 PROPOSED BUDGET

A. OPEN PUBLIC HEARING

Chair Bonacolta opened the hearing at 5:01 p.m.

B. PRESENTATION OF FY2025-26 PRELIMINARY PROPOSED BUDGET

Finance Director Dana March gave an overview. The total budget across all funds is \$19,639,132. The recommended COLA increase and merit raise is 3.00% each. Finance Director March presented a 5-year outlook breaking down predicted expenditures, revenue, and potential assessment changes. Discussion ensued.

C. PUBLIC COMMENT ON THE FY 2025-26 PRELIMINARY PROPOSED BUDGET

Derek Felder asked questions regarding the 5-year outlook and potential assessment changes listed.

D. CLOSE PUBLIC HEARING

Chair Bonacolta closed the hearing at 5:34 p.m.

3. ADJOURNMENT

Motion to adjourn was made by Commissioner Hoover. Seconded by Commissioner Hollingsworth. All in favor. Meeting adjourned at 5:34 P.M.

Reviewed by:

Secretary, David Deetscreek

ADOPTED ON: August 17, 2026

Chair, Michael Bonacolta

LET IT BE KNOWN that the “Lehigh Acres Municipal Services Improvement District” held its regularly scheduled monthly Board meeting at 6:30 P.M. in the Barrett Room, 601 East County Lane, Lehigh Acres, FL 33936, with various members of the public and the following Commissioners and staff present:

	Attendance
CHAIR:	Michael Bonacolta
VICE CHAIR:	Julie Hollingsworth
TREASURER:	Rebecca Thompson
SECRETARY:	David Deetscreek
COMMISSIONER:	Katy Hoover
STAFF:	Dave Lindsay, District Manager Michael Cook, Director of Operations Tim Browning, Information Systems Coordinator Lisa Waskiewicz, Resource & Relations Director Dana March, Finance Director
ATTORNEY:	Seth Behn, Lewis, Longman & Walker
ENGINEER:	Daniel Schroeder, AIM Engineering

REGULAR MEETING AGENDA

- 1) **Preliminaries**
 - A. Call to Order
 - B. Roll Call
 - C. Invocation & Pledge of Allegiance
 - D. Public Comment
 - E. Move, Remove and Add Agenda Items
 - F. Approval of Agenda
 - G. Action on Removed Consent Items
 - H. Approval of Consent Agenda
- 2) **Consent Agenda**
 - A. Invoices and Change Orders
 - B. Approval of Minutes June 15, 2026, Regular Meeting
 - C. PER #25-40 (M2) Blackstone Corp Park
 - D. PER #26-87 - LCEC Substation – 4307 22nd St SW
 - E. PER #26-88 – Taco Bell – Parcel #14 Blackstone Corp Park
 - F. PER #26-89 – LCEC Substation – 1006 North Ave
 - G. PER #26-91 – Shoppes at Lee Blvd – Lot #3 – 5540 Lee Blvd
 - H. PER #26-92 thru #26-111 Lumos Bores at Various Locations
 - I. PER #26-112 – LCEC Aerial Crossing George Canal (47-20-1) at Williams Ave
 - J. PER #26-113 – LCEC Aerial Crossing Able Canal (47-30-7) at Williams Ave
 - K. PER #26-114 – Comcast Bore under Tanager Canal (57-13-4) at Genoa Ave S
 - L. PER #26-115 – Comcast Bore under Longwing Canal (47-5-4) at Roderick Lane
- 3) **Action Agenda**
 - A. Good Cause
- 4) **Discussion Agenda**
 - A. Old Business
 1. 2026 Legislative Appropriation
 2. Leeland Bottomless Lake Building
 3. Manager Replacement Strategy and Schedule
 - B. New Business
 1. Board Meeting Dates
 - C. Sheriff’s Report
 - D. Commissioner’s Request
 - E. Engineer’s Report
 - F. Attorney’s Report
 - G. Staff and Financial Report
 - H. Treasurer’s Report

- I. Secretary's Report
5) **Adjournment**

I. PRELIMINARIES

A. CALL TO ORDER

Chair Bonacolta called the meeting to order at 6:00 p.m.

B. ROLL CALL

Deputy Secretary took roll. All Commissioners are present. There is a quorum.

C. INVOCATION AND PLEDGE OF ALLEGIANCE

Skipped as it was done during the budget meeting.

D. PUBLIC COMMENT

Derek Felder – Harns Marsh race this past weekend; Denise Eberle – Bedman Creek water levels & washouts on her property

E. MOVE, REMOVE AND ADD AGENDA ITEM

District Manager Dave Lindsay recommended removing 3A - Good Cause.

F. APPROVAL OF AGENDA

- *Move to approve the Agenda as amended.*
 - *Commissioner Thompson moved*
 - *Commissioner Hollingsworth seconded*
- *Motion was unanimously approved.*

G. PUBLIC COMMENT FOR AGENDA ITEMS AND NON-AGENDA ITEMS

None.

H. ACTION ON REMOVED CONSENT ITEMS

None.

I. APPROVAL OF CONSENT AGENDA

- *Move to approve the Consent Agenda as submitted.*
 - *Commissioner Hollingsworth moved*
 - *Commissioner Thompson seconded*
- *Motion was unanimously approved.*

2. CONSENT AGENDA

- A. Invoices and Change Orders**
Move to approve all invoices as stated on the Summary Sheet.
- B. Approval of Minutes – June 15, 2026 Regular Meeting**
Move to approve the minutes of the June 15, 2026 Regular Board Meeting.
- C. PER #25-40 (M2), Blackstone Corp Park**
Move to approve Permit # 2025-40, (M2) Blackstone Corp Park, with any listed stipulations.
- D. PER #26-87 - LCEC Substation – 4307 22nd St SW**
Move to approve PER # 26-87 - LCEC Substation – 4307 22nd St SW, with any listed stipulations.
- E. PER #26-88 – Taco Bell – Parcel #14 Blackstone Corp Park**
Move to approve PER #26- 88 – Taco Bell – Parcel #14 Blackstone Corp Park, with any listed stipulations.
- F. PER #26-89 – LCEC Substation – 1006 North Ave**
Move to approve PER #26-89 – LCEC Substation – 1006 North Ave, with any listed stipulations.
- G. PER # 26-91 – Shoppes at Lee Blvd – Lot #3 – 5540 Lee Blvd**
Move to approve PER #26-91 – Shoppes at Lee Blvd – Lot #3 – 5540 Lee Blvd, with any listed stipulations.
- H. PER #26- 26-92 thru #26-111 Lumos Bores at Various Locations**
Move to approve PER # 26-92, PER #26-93, PER #26-94, PER #26-95, PER #26-96, PER #26-97, PER #26-98, PER #26-99, PER #26-100, PER #26-101, PER #26-102, PER #26-103, PER #26-104, PER #26-105, PER #26-106, PER #26-107, PER #26-108, PER #26-109, PER #26-110 & PER #26-111 Lumos Fiber Bores under LAMSID canals, with any listed stipulations.
- I. PER #26-112 – LCEC Aerial Crossing George Canal (47-20-1) at Williams Ave**
Move to approve PER #26-112 – LCEC Aerial Crossing George Canal (47-20-1) at Williams Ave, with any listed stipulations.
- J. PER #26-113 – LCEC Aerial Crossing Able Canal (47-30-7) at Williams Ave**
Move to approve PER #26-113 – LCEC Aerial Crossing Able Canal (47-30-7) at Williams Ave, with any listed stipulations.
- K. PER #26-114 – Comcast Bore under Tanager Canal (57-13-4) at Genoa Ave S**
Move to approve PER #26-114 – Comcast Bore under Tanager Canal (57-13-4) at Genoa Ave S, with any listed stipulations.
- L. PER #26-115 – Comcast Bore under Longwing Canal (47-5-4) at Roderick Lane**
Move to approve PER #26-115 – Comcast Bore under Longwing Canal (47-5-4) at Roderick Lane, with any listed stipulations.

3. ACTION AGENDA

A. Good Cause

None.

4. DISCUSSION AGENDA

A. Old Business

1. 2026 Legislative Appropriation

District Manager Dave Lindsay gave an update on the appropriation. The District made it through the veto process and the RISE project was fully funded.

2. Leeland Bottomless Lake Building

District Manager Dave Lindsay and District Attorney Seth Behn gave an update on the progress. The timeshare near the project and the sinkhole property have an easement issue that is being worked through with staff & attorneys.

3. Manager Replacement Strategy and Schedule

District Manager Dave Lindsay gave an overview of the past discussion and Chair Bonacolta opened the discussion to the commissioners. Commissioner Hollingsworth is interested in internal promotion of staff, but would like to discuss options with employees and do more fact-finding. The other commissioners echoed the sentiment of reaching out to staff to get their opinions and do more research before making any final decisions. A survey of staff was suggested and options discussed. Further discussion ensued.

B. New Business

1. 2026-2027 Board Meeting Dates

District Manager Dave Lindsay gave an overview. District Attorney Seth Behn requested moving the meetings to the 4th Monday of the month be considered by the board.

C. Sheriff's Report

None.

D. Commissioner's Request

Commissioner Deetscreek thanked the board and lobbyists for their work on the appropriations.

E. Engineer's Report

Report is in the packet. Daniel Schroeder gave project presentation on Frank Mann Preserve.

F. Attorney's Report

Report is in the packet.

G. Staff and Financial Report

Report is in the packet.

H. Treasurer's Report

Report is in the packet.

I. Secretary's Report

None.

6. ADJOURNMENT

Motion to adjourn was made by Commissioner Hoover. Seconded by Commissioner Deetscreek. All in favor.
Meeting adjourned at 6:47 P.M.

Reviewed by: _____
Secretary, David Deetscreek

ADOPTED ON: August 17, 2026 _____
Chair, Michael Bonacolta

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-86 Dollar Tree – 1322 Meadow Road

Meeting Date: August 17, 2026

Agenda Item # 2C

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

Recommended motion: Move to approve Permit #26-86, Dollar Tree at 1322 Meadow Road, with any listed stipulations.

What the action accomplishes: Allows Dollar Tree to develop a commercial building and site while verifying that their stormwater discharge does not exceed 30 csm.

Fiscal Impact: Permit Fees: \$3,500.00

Staff comments: Approved according to the revised plans submitted July 9, 2026.

Staff review and recommended approval:

☒ **MANAGER** ☐ **ASSISTANT DISTRICT MGR**
☐ **ATTORNEY** ☐ **FIELD SUPERINTENDENT**
☒ **ENGINEER** ☒ **CONTROLLER**

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Richard Bushey-CDA Holdings, LLC., c/o Dynamic Commercial Real Estate Advisors, 500 N. Birdneck Rd., Suite 200, Virginia Beach, VA 23451, hereinafter referred to as the "Permittee") as a non-exclusive permit for a commercial development (Approx. 10,000 SF Dollar Tree Store) on (3.47 +/- acres), located at 1322 Meadow Rd., with a drainage connection to the existing road ditch along Meadow Road that drains to Jewel Canal (56-10-1), in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or

removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.

17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.
18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-86

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-86 is approved according to the revised plans and calculations submitted July 9th, 2026.
- 2). Maintenance of the on-site storm water management system, including the control structure and outfall pipe to the Meadow Road drainage ditch is the responsibility of the Permittee.
- 3). An “As-Built” survey showing the completed improvements (including perimeter berm, all pipe inverts and outfall structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 4). Please provide LA-MSID with a copy of the SFWMD ERP approval prior to the start of construction.
- 5). Any transfers of ownership from the above listed permittee must be submitted in writing to LAMSID for the permit to remain valid.

PART I



DATE SUBMITTED:

05 - 12 - 26

PERMIT #:

26 - 86

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Steve Kryzynski PHONE #: (941)444-6644
PROJECT NAME: Dollar Tree- Lehigh Acres

TOTAL ACREAGE: 3.47

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):			
Mailing Address:		1322 Meadow Rd.	
City:	Lehigh Acres	State:	FL
Zip:	33976		

STRAP NUMBERS (*attach additional sheet if necessary*):

1	0	-	4	5	-	2	6	-	L	3	-	0	1	0	0	0	-	0	0	3	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: The project includes construction of a Dollar Tree Facility (Approx.10,000sq.ft) along with all the supporting infrastructure including, parking, trash enclosure, lighting, sidewalks, signage, utilities and portable water well, septic system and Stormwater management System.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1,750 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		Richard Bushey- CDA Holdings, LLC. c/o Dynamic Commercial Real Estate Advisors					
Mailing Address:		Street:	500 N. Birdneck Rd. Suite 200				
City:	Virginia Beach	State:	VA			Zip:	23451
Phone No.	Area Code:	757	Number:	333-7504		Ext.	
Fax No.	Area Code:	757	Number:	491-9652			
E-mail Address:		drbushey@dynamiccommercial.com					

B. Relationship of applicant to property*:

☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*

☒ Contract Purchaser* ☐ Other (indicate)* _____

C.

Name of Developer:		Richard Bushey CDA Holdings, LLC c/o Dynamic Commercial Real Estate Advisors					
Mailing Address:		Street:	500 N. Birdneck Rd. Ste. 200				
City:	Virginia Beach	State:	VA			Zip:	23451
Phone No.	Area Code:	(757)	Number:	333-7504		Ext.	
Fax No.	Area Code:	(757)	Number:	491-9652			
E-mail Address:							

D.

Name of Authorized Agent(s):		Steve Kryzynski					
Mailing Address:		Street:	6901 Professional Pkwy E, Suite 103				
City:	Sarasota	State:	FL			Zip:	34240
Phone No.	Area Code:	(941)	Number:	444-6644-		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		swflpermittingLD@pape-dawson.com					

E.

Name of Property Owner:		BVY Holdings LLC.					
Mailing Address:		Street:	112 Sheffield Loop #D				
City:	Hattiesburg	State:	MS			Zip:	39402
Phone No.	Area Code:	(601)	Number:	264-0403		Ext.	
Fax No.	Area Code:	()	Number:	-			

E-mail Address:	Eliz.strickland@gmail.com
------------------------	---------------------------

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

1	0	-	4	5	-	2	6	-	L	3	-	0	1	0	0	0	-	0	0	3	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
CDA Holdings, LLC c/o Dynamic Commercial 500 N. Birdneck Road, Ste. 200, Virginia Beach, VA 23451	100%
Richard Bushey- Managing Member	100%

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest
------------------	------------------------

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.


SIGNATURE OF APPLICANT

D. Richard Bushéy
PRINTED OR TYPED NAME OF APPLICANT

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH

The foregoing instrument was acknowledged before me this 16TH day of May, 2026,
by D Richard Bushey who is personally know to me or has produced _____ as
identification.



Megan Lynn Gillen
SIGNATURE OF NOTARY PUBLIC
MEGAN LYNN GILLEN
PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:	
Mailing Address:	

City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	Steve Kryzynski				
Mailing Address:	6901 Professional Pkwy E, Suite 103				
City:	Sarasota	State:	FL	Zip:	34240
Business No.	Area Code:	(941)	Number:	444-6644-	Ext.
Other Contact:		swflpermittingLD@pape-dawson.com			

OTHER REPRESENTATIVE/PROFESSIONAL

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL

2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
2	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): 0.46____(ACRE-FT) Water Quality Volume (Provided): 0.79____(ACRE-FT) Control Elevation: 25____(FT-NGVD) Minimum Road/Parking Elevation: 27.30____(FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: 27.49____(FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: 30.81____(FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in “State Plane Coordinates”) and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
2	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
2	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP “10/2 Self-Certification” approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

May 12, 2026

Mr. Mike Cook
Assistant District Manager
Lehigh Acres -Municipal Services Improvement District
601A East County Lane
Lehigh Acres, FL 33936
mcook@la-msid.com

**RE: Dollar Tree – Lehigh Acres
Permit Application**

Dear Mr Cook:

On behalf of our client, please find enclosed the following items for your review and acceptance of a permit application for the subject project:

1. Cover Letter (this letter)
2. Permit Application including all Forms
3. Site Plans
4. Stormwater Management Report
5. SFWMD Correspondence
6. Drainage Easement Sketch & Legal

Please contact our office if you have any questions.

Sincerely,



David Morris, P.E.
Project Manager

DM:jlt

RECEIVED

MAY 12 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Lehigh Acres- Municipal Service Improvement District

601A East County Lane

Lehigh Acres, FL. 33936

DATE: May 12, 2026

JOB CODE: 25-Dollar Tree
Lehigh Acres

ATTENTION: Michael S. Cook, CDM

RE: Lehigh Acres- Municipal Service
Improvement District

Sent by: ☒ Courier ☐ Morning ☐ Afternoon ☐ Rush ☐ US Mail ☐ Pick-Up ☐
Hand-Delivery

☐ Federal Express ☐ Morning ☐ Afternoon

WE ARE SENDING: ☐ Prints ☐ Plans (velum) ☐ Disk ☐
Shop drawings ☐ Specifications ☐ Copy of letter ☐ Permit Application ☒
Other

Copies	Description
2	(2) Copies of Site Plans & Stormwater Management report, SFWMD, Drainage Easement, Cover Letter, Application.
1	CD

THESE ARE TRANSMITTED as checked below:

☐ Approved as submitted ☐ Approved as noted ☐ Returned for corrections
☐ For your use/records comment ☐ For approval ☐ For review and
☒ As requested ☐ For Signature and Return

REMARKS:

COPY TO: _____

Coordinator

SIGNED: _____

Pamela Wuster, Senior Project

Pamela.Wuster@Pape-Dawson.com

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

MAY 12 2026

RECEIVED

1013

PAPE-DAWSON

TRUIST 



SARASOTA IMPREST ACCOUNT

6901 PROFESSIONAL PARKWAY EAST, SUITE 103
SARASOTA, FL 34240

63-9138/2631

5/5/2026

PAY TO THE
ORDER OF

LEHIGH ACRES MUNICIPAL SERVICES IMPV DIST

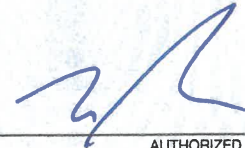
\$ 1750.00

One Thousand Seven Hundred Fifty and 00/100 Dollars

DOLLARS

MEMO

LEHIGH DOLLAR TREE



AUTHORIZED SIGNATURE

⑈0000 10 13⑈ ⑆263 19 138 7⑆ 1 10004 160 5934⑈

**PAPE - DAWSON
SARASOTA IMPREST ACCOUNT**

1013

Description: **LEHIGH DOLLAR TREE**

Project # 21401332-000
Task 007
Subtask
GL Account #

**PAPE - DAWSON
SARASOTA IMPREST ACCOUNT**

1013

Permit # 26-86

RECEIVED

JUN 29 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

June 25, 2026

Mr. Mike Cook
Assistant District Manager
Lehigh Acres -Municipal Services Improvement District
601A East County Lane
Lehigh Acres, FL 33936
mcook@la-msid.com

**RE: Dollar Tree – Lehigh Acres
Submittal 2**

Dear Mr Cook:

Please find below our responses to your comments provided on May 28, 2026. Enclosed the following items for your review:

1. Cover Letter (this letter)
2. Revised Site Plans
3. Revised Stormwater Management Report
4. SFWMD Email Correspondence
5. ECS Geotechnical Report

We offer the below responses to your comments.

1. Please revise the plans to include a clearly shown and labeled perimeter berm that encompasses the entire property with an elevation above the 25Y-72H flood water elevation (27.49').
Response: Based on the revised drainage report, the berm elevation has been revised to 27.91, which is clearly shown at the access point to Meadow Road on sheet 5.
2. On sheet 5 of the site plans, several of the proposed elevations near the northwest entrance/exit drive (northwest of the proposed building) appear to be below the 10Y-24H storm peak stage elevation (27.4'). Update the plans to ensure the minimum road and parking track elevation is above the 10Y-24H storm peak stage elevation.
Response: Please refer to the document "SFWMD Email Correspondence" included with this resubmittal that using the 5-year peak elevation was used to set the inlet grate elevations.
3. Per LA-MSID Permitting Policy pg.4-37, Section 3, the maximum discharge rate is 30.1 CSM (cubic feet per second per mile) and the minimum bleed size is 3". In cases where a single 3" diameter bleeder is used, going above the maximum discharge rate is acceptable. Please provide calculations for the off-site discharge in CSM in the stormwater report. Ensure these calculations match the diagrams provided in the plans.
Response: Please refer to the revised drainage report where the control structure grate was raised and peak discharge from the site has been significantly reduced.
4. The inlet elevation of Control Structure (CS-1) is at 27.1, which is below the 25Y-72H storm peak stage elevation of 27.49 calculated in the stormwater report. Please update the inlet elevation to be at least 27.49 to ensure zero offsite discharge from the 25Y-72H design storm.

Response: Please refer to the revised drainage report and civil plans that shows the grate has been raised to be above the 25-yr, 3-day elevation of 27.91' to 27.95'. Please see attached SFWMD Email correspondence.

5. Please provide the referenced geotechnical Report to verify the Seasonal High Water Table (SHWT) used in the stormwater calculations.

Response: Please see geotechnical report prepared by ECS included with this resubmittal.

6. Please ensure the design elevations depicted on page 31 of the Stormwater report match the plans for consistency

Response: Please see revised Stormwater Report and civil plans included with this resubmittal.

Please contact our office if you have any questions.

Sincerely,



David Morris, P.E.
Project Manager

DM:jlt

July 9, 2026

Mr. Mike Cook
Assistant District Manager
Lehigh Acres -Municipal Services Improvement District
601A East County Lane
Lehigh Acres, FL 33936
mcook@la-msid.com

**RE: Dollar Tree – Lehigh Acres
Submittal 3**

Dear Mr Cook:

Please find below our responses to your comments provided on July 8, 2026. Enclosed the following items for your review:

1. Cover Letter (this letter)
2. Revised Site Plans

We offer the below responses to your comments.

1. Per response #2 regarding inlet grate elevations on Sheet 5: While SFWMD code allows use of 5Y-24H peak storm stage elevations for the inlet grates, LA-MSID policy supersedes and requires a minimum of the 10Y-24H peak storm stage elevation. Please adjust all parking lot inlet grates to comply with the LA-MSID minimum.

Response: Grate elevations have been raised to the 10-year, 24-hour storm

2. On Sheet 5, the proposed point elevation markers are shown to appear to be at or above the 25Y-72H Peak Storm Stage. However, please add a line and callout for the perimeter berm to clearly demonstrate compliance.

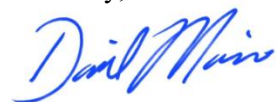
Response: A dashed line has been added around the site to represent the perimeter berm.

3. No Action Required – While having a single 3” bleeder exempts the project from the 30.1CSM maximum discharge constraint, it is still preferred that the actual discharge rate in CSM be included in the stormwater report for documentation.

Response: Acknowledged and understood. CFS has been decreased to 0.37 cfs from our site per coordination with Lee County

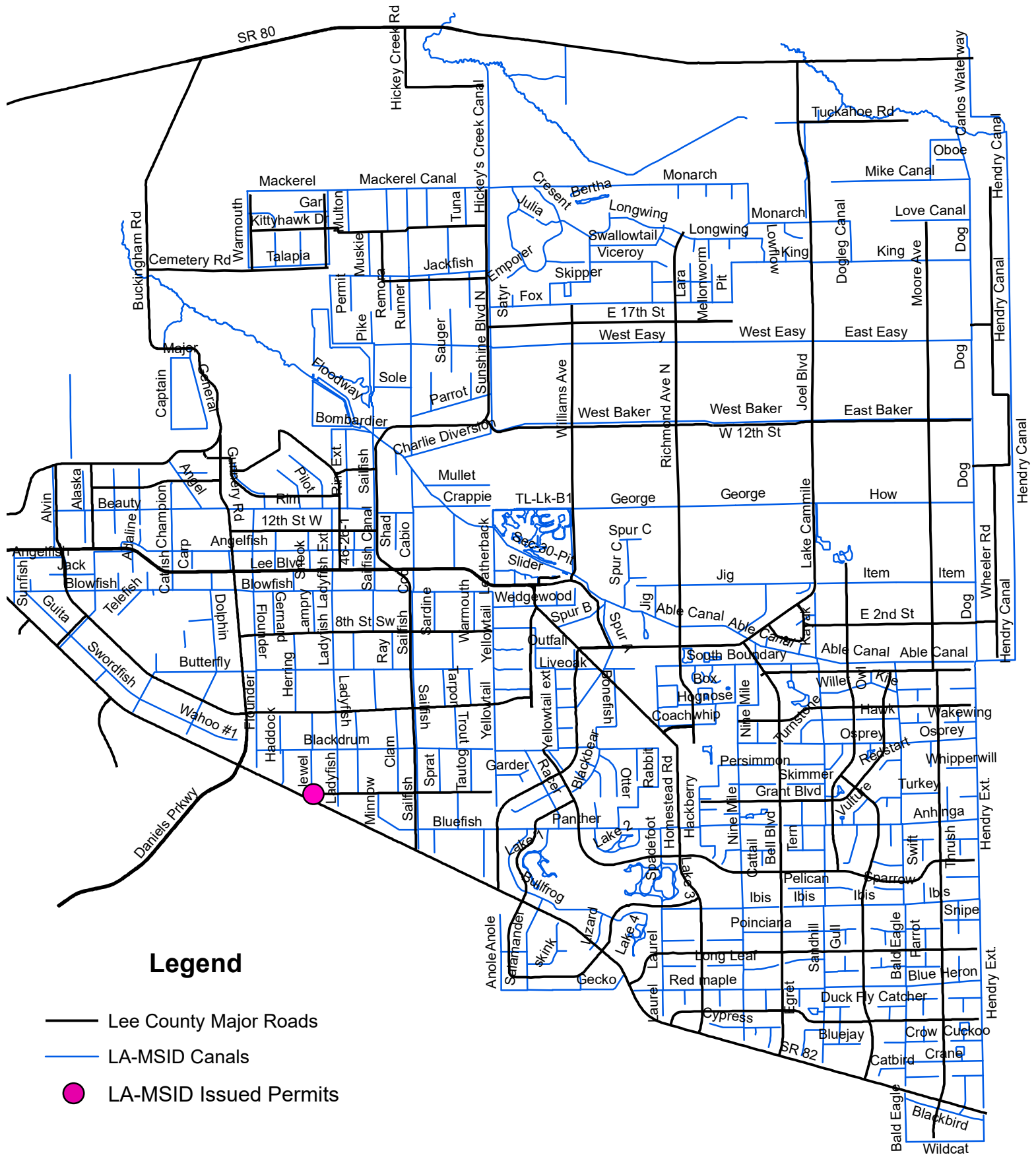
Please contact our office if you have any questions.

Sincerely,



David Morris, P.E.
Project Manager

Permit # 2026-86



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-116 thru PER #26-132 Lumos Bores at Various Locations

Meeting Date: August 17, 2026

Agenda Item # 2D

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

Recommended motion: Move to approve PER #26-116, PER #26-117, PER #26-118, PER #26-119, PER #26-120, PER #26-121, PER #26-122, PER #26-123, PER #26-124, PER #26-125, PER #26-126, PER #26-127, PER #26-128, PER #26-129, PER #26-130, PER #26-131, PER #26-132, Lumos Fiber Bores under LAMSID canals, with any listed stipulations.

What the action accomplishes: Allows a group of Lumos's permits to install fiber cables under District canals while ensuring they stay 10-feet below the bottom elevation of each canal.

Fiscal Impact: Permit Fees: PER #26-116, PER #26-117, PER #26-118, PER #26-119, PER #26-120, PER #26-121, PER #26-122, PER #26-123, PER #26-124, PER #26-125, PER #26-126, PER #26-127, PER #26-128, PER #26-129, PER #26-130, PER #26-131, PER #26-132. Total LUMOS fees this month=\$31,777.75

Staff comments: Approved according to the submitted plans for each location.

Staff review and recommended approval:

☐ **MANAGER** ☐ **ASSISTANT DISTRICT MGR**
☐ **ATTORNEY** ☐ **FIELD DIRECTOR**
☐ **ENGINEER** ☐ **FINANCE DIRECTOR**

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Monarch Canal (47-3-1), along the west side of Joel Blvd., between Wyandotte Ave. & Jetridge St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-116

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-116 is approved according to the plans submitted June 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 100' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.



06 - 30 - 26
26 - 116

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_002_FDH_02 2193 JOEL BLVD MONARCH CANAL 47-3-1

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 2193 JOEL BLVD

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33972

STRAP NUMBERS (attach additional sheet if necessary):

03 - 44 - 27 - L2 - 0100A - 0010

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 100' IN

THE LAMSID ROW OF BLVD MONARCH CANAL 47-3-1 ALONG

JOEL BLVD

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

JUN 30 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$2250.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-						
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

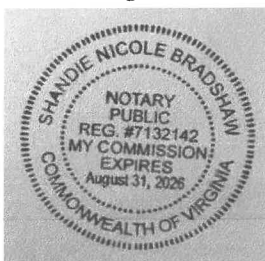
The foregoing instrument was acknowledged before me this 29th day
of June (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBL



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

/20/2022

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE: 7/9/26

CUSTOMER

DR

CR*

Lumos/Gridiron/T-Fiber

0326-0000-220-0001

0326-0000-329-0001

PERMIT#	DESCRIPTION	AMOUNT
26-116	Lumos Bore Under Monarch Canal (47-3-1)	Total Fee
	At Joel Blvd.	\$ 2,250.00
		<u>Due</u>
	Permit Fee: \$ 750 + \$ 15 x 100' R/W	From
	= \$ 750 + \$ 1,500	Deposit
	Total Fee = \$ 2,250.00	
	TOTAL	\$ 2,250.00

PERMIT REVIEWER SIGNATURE:

DATE:

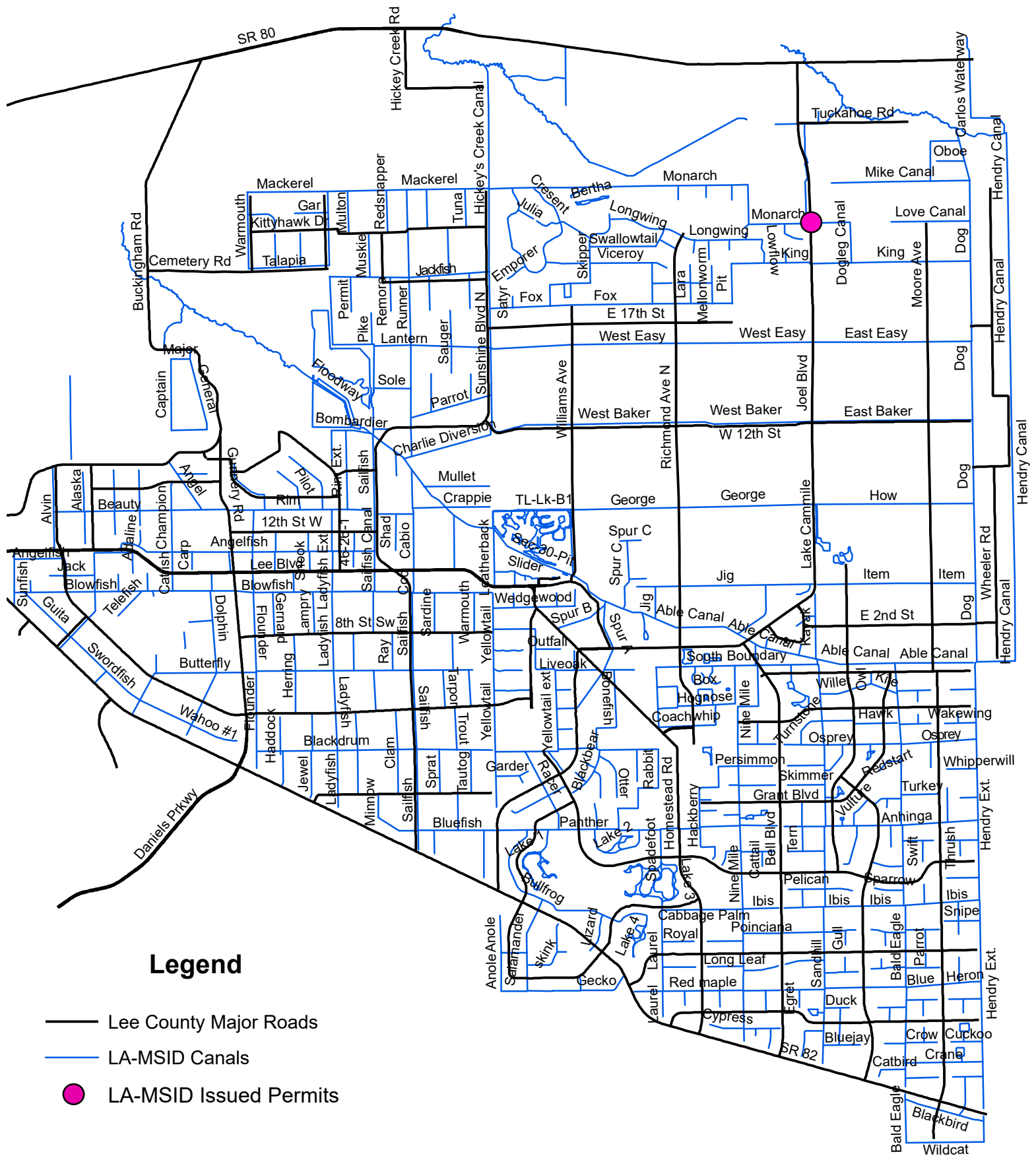
ACCOUNTING SIGNATURE:

DATE:

INSTRUCTIONS: Permit Reviewer fills out date, permit #'s, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. **This form will be filed as backup with the journal entry.**

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-116



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Blue Marl Canal (47-29-3), along the west side of Plumosa Ave., between W. 5th St. & Lincoln Blvd., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-117

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-117 is approved according to the revised plans submitted July 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 30' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Plumosa Ave.



06 - 30 - 26
26 - 117

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_016_FDH_005 408 PLUMOSA AVE SPUR C CANAL 47-29-2

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 408 PLUMOSA AVE

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33972

STRAP NUMBERS (attach additional sheet if necessary):

29 - 44 - 27 - L3 - 03010 - 0080

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 30' IN
THE LAMSID ROW OF SPUR C CANAL 47-29-2 ALONG PLUMOSA AVE

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

1

REVISED 07/20/2022

RECEIVED
JUN 30 2026
LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$1200.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS							
Mailing Address:		Street:		6030 BETHELVIEW RD, SUITE 301					
City:		CUMMING		State:		GEORGIA		Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.				
Fax No.	Area Code:	()	Number:	-					
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM							

E.

Name of Property owner:		N/A							
Mailing Address:		Street:							
City:				State:				Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.				
Fax No.	Area Code:	()	Number:	-					
E-mail Address:									

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day
of June (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044



PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

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PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
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2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE: 7/9/26

0326-0000-329-0001

PERMIT#	DESCRIPTION	AMOUNT
26-117	Lumos Box Under Blue Marl Canal (47-29-3) At Plumosa Ave.	Total Fee <u>\$1,200.00</u>
	Permit Fee: \$750 + \$15 x 30' R/W = \$750 + \$450	Due From Deposit
	Total Fee = \$1,200.00	
	TOTAL	\$1,200.00

7/9/26

DATE:

INSTRUCTIONS: Permit Reviewer fills out date, permit #'s, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. **This form will be filed as backup with the journal entry.**

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.



07 - 30 - 26
26 - 117

APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_016_FDH_005 408 PLUMOSA AVE BLUE MARL CANAL 47-29-3

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 408 PLUMOSA AVE

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33972

STRAP NUMBERS (*attach additional sheet if necessary*):

29 - 44 - 27 - L3 - 03010 - 0080

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 30' IN
THE LAMSID ROW OF BLUE MARL CANAL 47-29-3 ALONG PLUMOSA AVE

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

JUL 30 2026

**LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT**

Is the project proposed to be developed in phases? Yes ☐ No ☒

Estimated # of Phases:	1
*Permit Fee:	\$1200.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

D.

Name of Authorized Agent(s): CENTILLION SOLUTIONS					
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address: KYLE.PARKEY@CENTILLIONSOLUTIONS.COM					

E.

Name of Property owner: N/A					
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day
of June (m), 2026 (y), by William Kiefer who is personally known to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

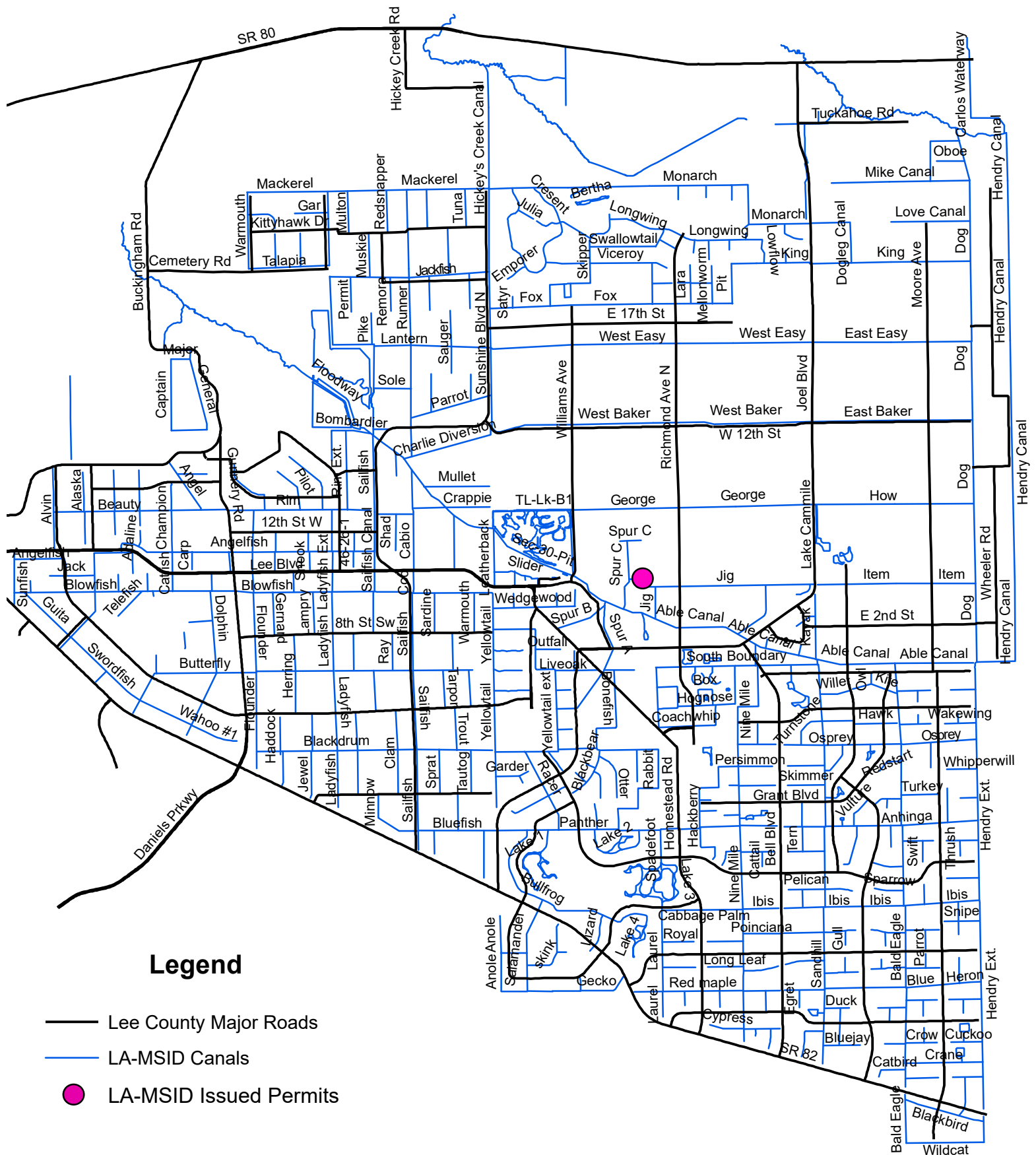
Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-117



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Spur "A" Canal (57-5-5), along the north side of Palm Blvd., between Andros St. & Laurel Park Dr., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-118

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-118 is approved according to the plans submitted June 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 80' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Palm Blvd.



06 - 30 - 26
26 - 118

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_014_FDH_08 100 ANDROS ST SPUR A CANAL 57-5-5

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 100 ANDROS ST

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33936

STRAP NUMBERS (attach additional sheet if necessary):

05 - 45 - 27 - L1 - 01018 - 0010

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 80' IN

THE LAMSID ROW OF SPUR A CANAL 57-5-5 ALONG PALM BLVD

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

JUN 30 2026

Is the project proposed to be developed in phases? Yes ☐ No ☒

Estimated # of Phases:	1
*Permit Fee:	\$ 1950.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

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A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

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Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
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Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-						
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

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Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

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Name, Address, Office	Percentage of Stock

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Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

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The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

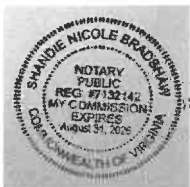
The foregoing instrument was acknowledged before me this 26th day
of June (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBL



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

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PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	MCKIM & CREED				
Mailing Address:	5701 DIVISION DR, STE A				
City:	FORT MYERS	State:	FLORIDA	Zip:	33905
Business No.	Area Code:	(239)	Number:	980 - 3384	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC				
Mailing Address:	1428 SUNBLUSH LN				
City:	LAS VEGAS	State:	NV	Zip:	89117
Business No.	Area Code:	(813)	Number:	579 - 0128	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
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NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
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2	2	Permit Application (PARTS I & II)
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NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

DATE: 7/9/20

CUSTOMER

DR

CR*

Lumos/Gridiron/T-Fiber

0326-0000-220-0001

0326-0000-329-0001

PERMIT#

DESCRIPTION

AMOUNT

26-118

Lumas Boze Under Spur "A" Canal (57-5-5)
At Palm Blvd.

Total Fee

\$1,950.00

The

front

Deposit

$$\text{Permit Fee: } \$750 + \$15 \times 80 \text{ R/W} \\ = \$750 + \$1,200$$

Total Fee = \$1,950.00

TOTAL

\$1,950.00

PERMIT REVIEWER SIGNATURE:

DATE:

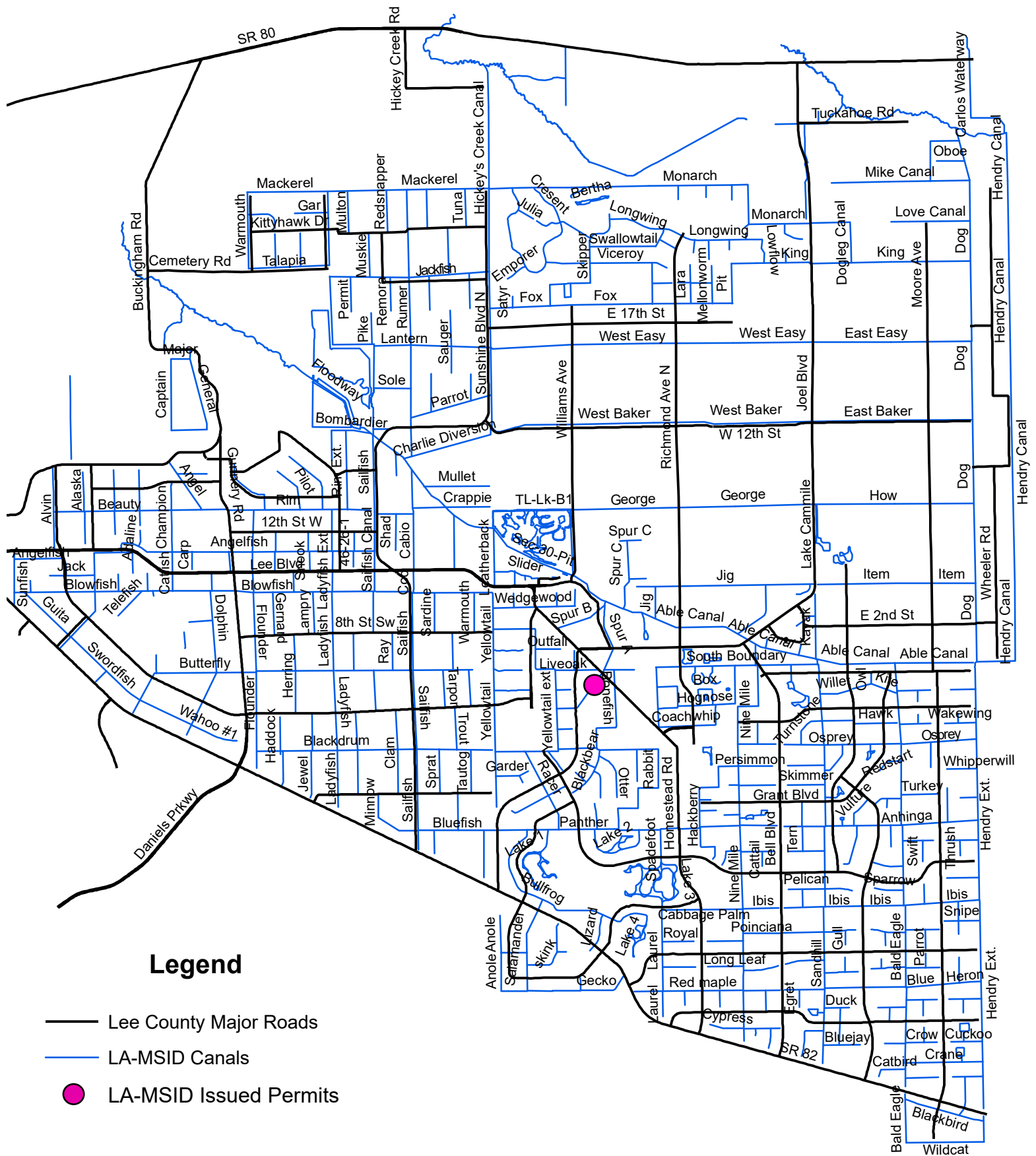
ACCOUNTING SIGNATURE:

DATE: _____

INSTRUCTIONS. Permit Reviewer fills out date, permit # 's, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. **This form will be filed as backup with the journal entry.**

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-118



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as “DISTRICT”), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the “Permittee”) as a non-exclusive permit for a directional bore under Cottonmouth Canal (57-6-2), along the west side of Alabama Rd. S., between Navajo Ave. & Gifford Ave. N., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the “Property”) to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee’s use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT’S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT’S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee’s facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT’S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee’s facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions

attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-119

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-119 is approved according to the plans submitted June 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 100' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Alabama Rd. S.



06 - 25 - 26
26 - 119

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_014_FDH_07 1100 NAVAJO AVE COTTONMOUTH CANAL 57-6-2

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 1100 NAVAJO AVE

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33936

STRAP NUMBERS (attach additional sheet if necessary):

06 - 45 - 27 - L2 - 01005 - 0350

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 100.03'

THE LAMSID ROW OF COTTONMOUTH CANAL 57-6-2 ALONG

ALABAMA RD S

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

JUN 30 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$2250.45 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-						
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26th day of June (m), 2026 (y), by William Kiefer who is personally know to me or has produced _____ as identification.



Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBL

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE:

0326-0000-329-0001

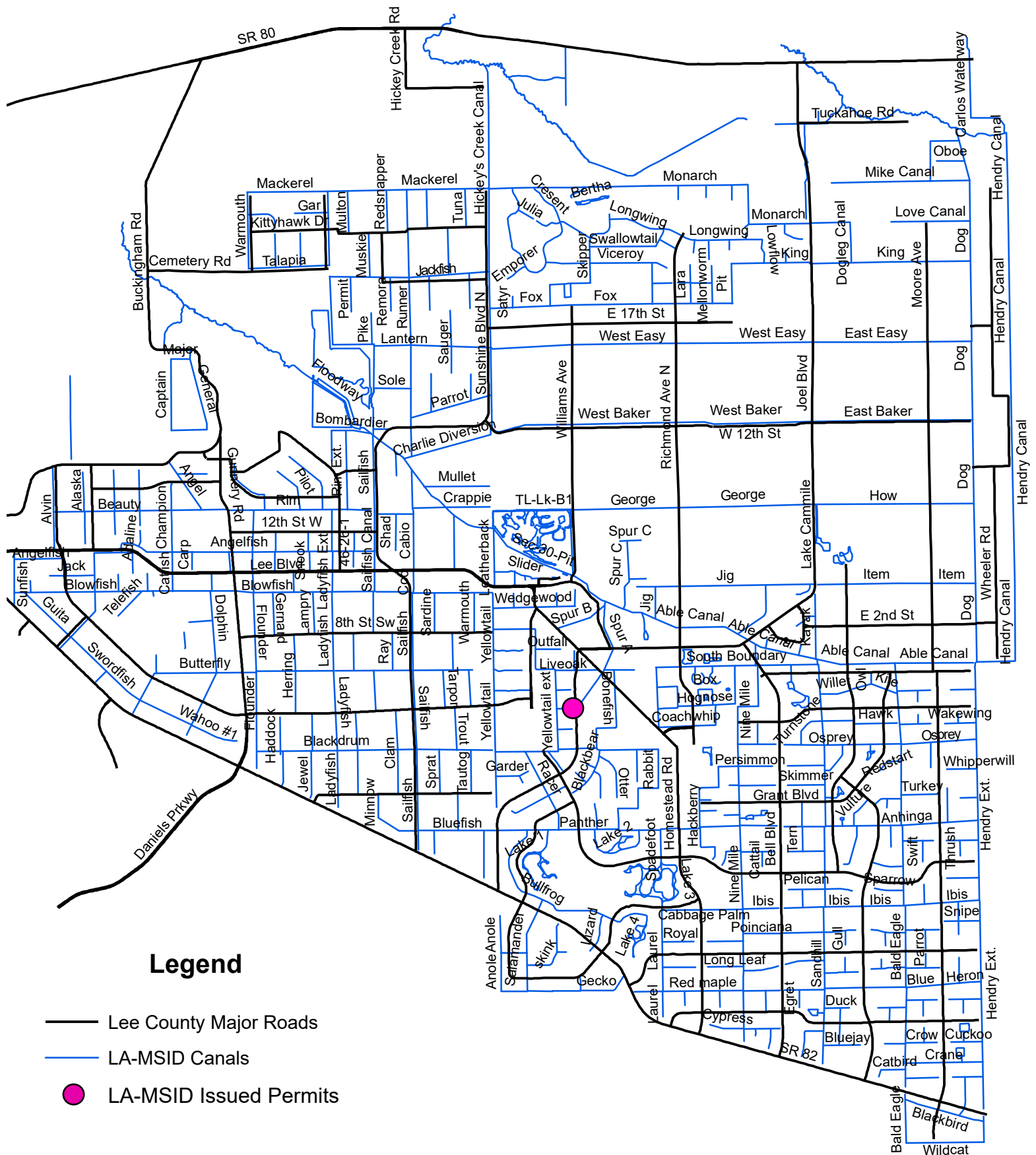
PERMIT#	DESCRIPTION	AMOUNT
26-119	LUMAS BORE UNDER COTTENMOUTH CANAL (57-6-2)	Total Fee
	At Ala. Rd. 5.	\$ <u>2,250.00</u>
	Permit Fee: \$750 + \$15 x 100' R/W	Due
	= \$750 + \$1500	From
		Deposit
	Total Fee = \$2,250.00	
	TOTAL	\$2,250.00

DATE:

INSTRUCTIONS: Permit Reviewer fills out date, permit #'s, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. **This form will be filed as backup with the journal entry.**

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-119



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Blackbear Canal (57-8-6), along the south side of Pinehurst Ave., between Pembroke St. & Peerless St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions

attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-120

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-120 is approved according to the plans submitted June 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 80' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Pinehurst Ave.



06 - 30 - 26
26 - 120

APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_014_FDH_03 318 PINEHURST AVE BLACKBEAR CANAL 57-8-6

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 318 PINEHURST AVE

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33974

STRAP NUMBERS (*attach additional sheet if necessary*):

08 - 45 - 27 - L1 - 31166 - 0010

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 80' IN

THE LAMSID ROW OF BLACKBEAR CANAL 57-8-6 ALONG

PINEHURST AVE

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

JUN 30 2026

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1950.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day
of June (m), 2026 (y), by William Kiefer who is personally known to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

DATE: 7/9/26

CUSTOMER

DR

CR*

Lumos/Gridiron/T-Fiber

0326-0000-220-0001

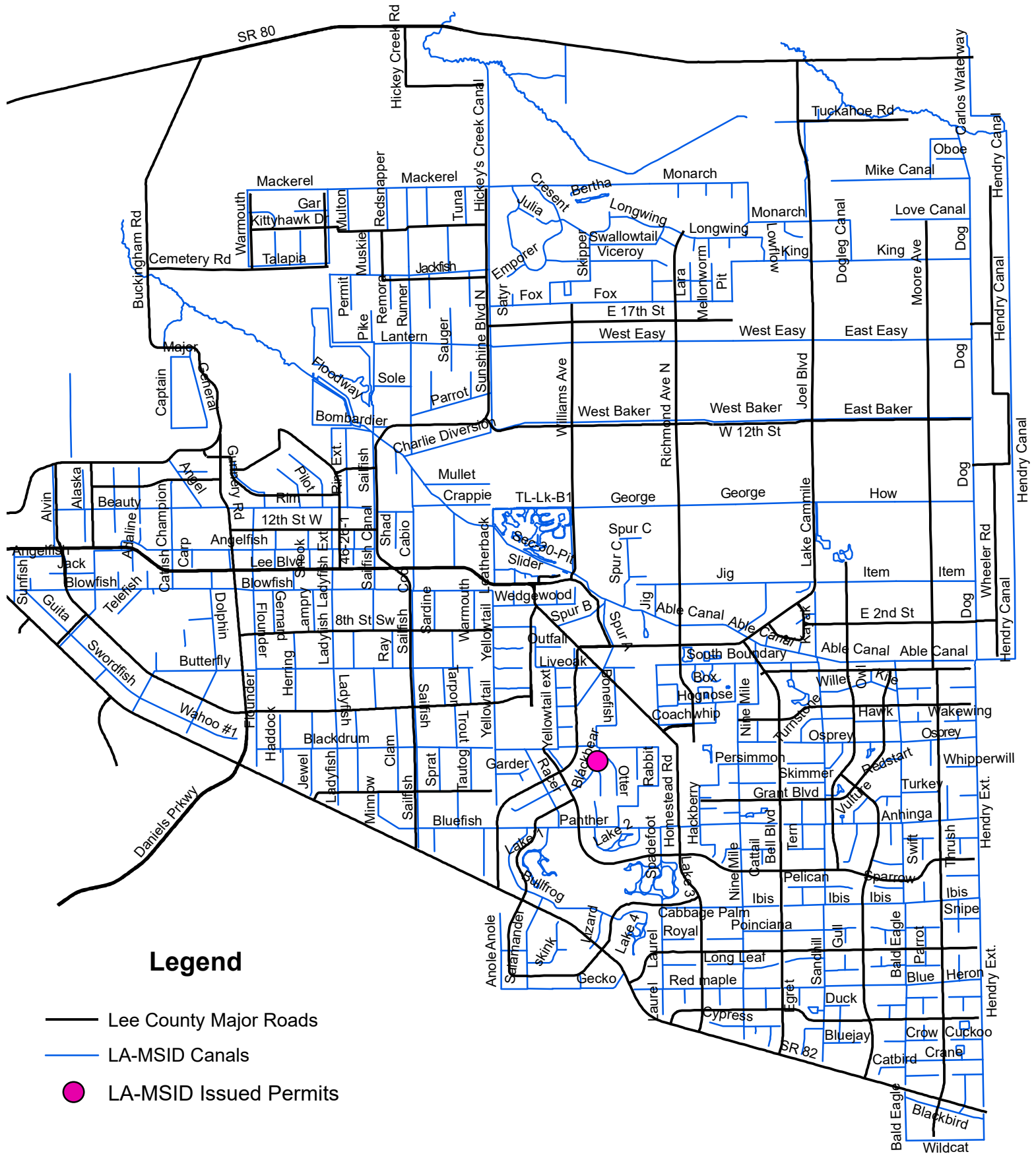
0326-0000-329-0001

PERMIT REVIEWER SIGNATURE: Michael S. Cook DATE: 7/9/20

ACCOUNTING SIGNATURE: _____ DATE: _____

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-120



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as “DISTRICT”), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the “Permittee”) as a non-exclusive permit for a directional bore under Anhinga Canal (57-16-3), along the east side of Homestead Rd. S., between Will Flint Blvd. & Theodore Vail St. E., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the “Property”) to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee’s use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT’S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT’S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee’s facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT’S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee’s facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions

attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-121

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-121 is approved according to the plans submitted June 30th, 2026 with the following needed revision: Sheet 7 of 12 needs revised to show the correct elevations along the top of the bore pipe. The plans show the elevations at 1.6', 1.6' & 1.6' when they should be labeled 11.6' at each location so they correspond with the cross-section elevations labeled on the side of the detail. Please revise sheet 7 of 12 and email a copy to LAMSID prior to starting any construction in the field.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 100' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Homestead Rd. S.



06 - 20 - 26
26 - 121

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_013_FDH_15_527 THEODORE VAIL RD - ANHINGA CANAL - 57-16-3

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 527 THEODORE VAIL RD

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33974

STRAP NUMBERS (attach additional sheet if necessary):

16 - 45 - 27 - L1 - 01003 - 0010

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 102' IN

THE LAMSID ROW OF ANHINGA CANAL - 57-16-3 ALONG

HOMESTEAD RD S

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

JUN 30 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$2280.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-						
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26th day
of June (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBL



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE: 7/9/26

CUSTOMER

DR

CR*

Lumos/Gridiron/T-Fiber

0326-0000-220-0001

0326-0000-329-0001

PERMIT#

DESCRIPTION

AMOUNT

26-121

Lumos Bore Under Anhinga Canal (57-16-3)
At Homestead Rd. 5.

Total Fee
\$2,280.00

Permit Fee: \$750 + \$15 x 102' In R/W
= \$750 + \$1530

Due
From
Deposit

Total Fee = \$2,280.00

TOTAL \$2,280.00

PERMIT REVIEWER SIGNATURE:

Michael S. Cook

DATE:

7/9/26

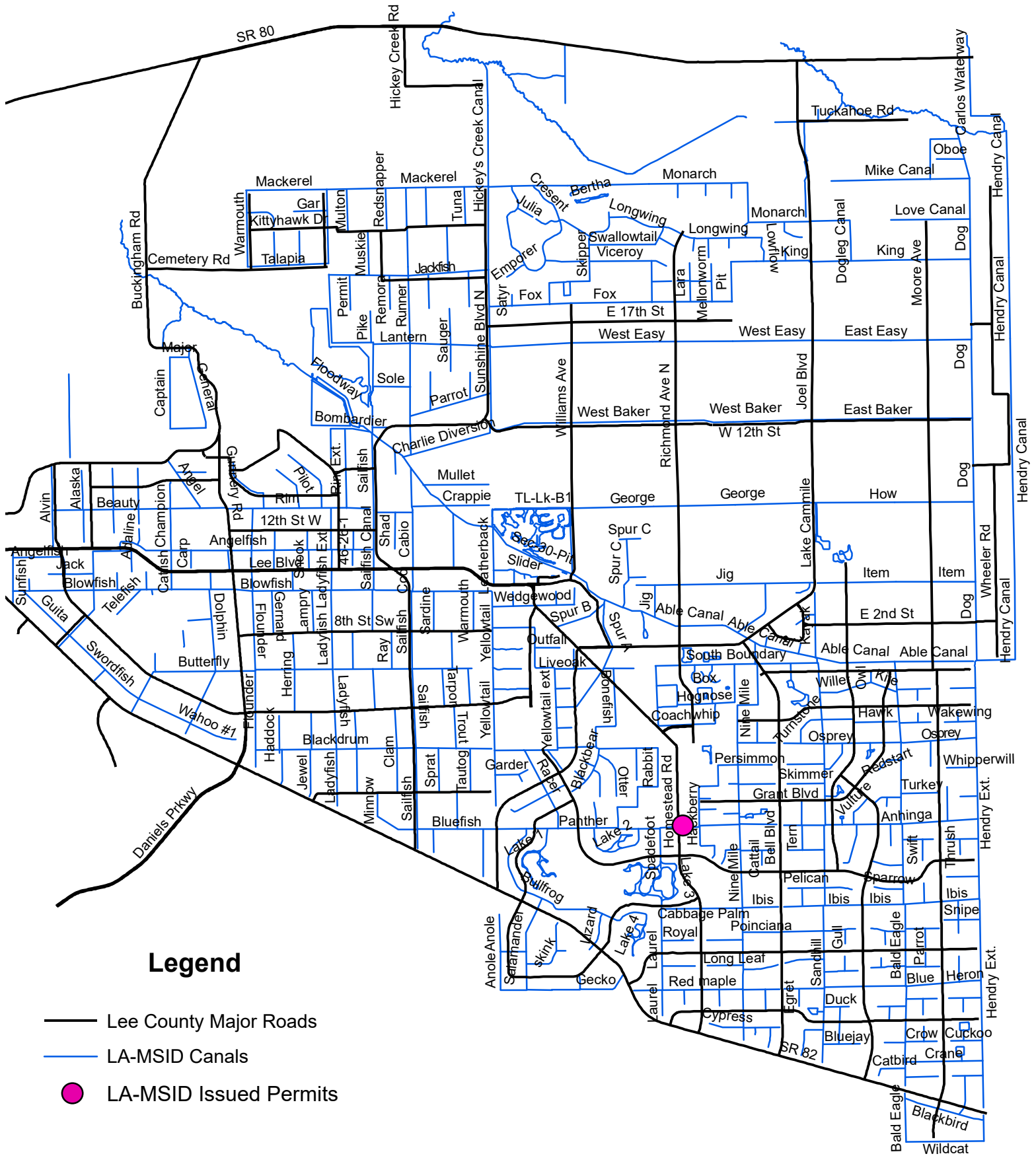
ACCOUNTING SIGNATURE:

DATE:

INSTRUCTIONS: Permit Reviewer fills out date, permit #'s, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. This form will be filed as backup with the journal entry.

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-121



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Spur "C" Canal (47-29-2), along the west side of Plumosa Ave., between W. 7th St. & W. 6th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-122

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-122 is approved according to the plans submitted June 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 30' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Plumosa Ave.



07 - 14 - 26
26 - 122

APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_016_FDH_005 608 PLUMOSA AVE SPUR C CANAL (47-29-2)

TOTAL ACREAGE: N/A

RECEIVED

JUL 14 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 608 PLUMOSA AVE

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33972

STRAP NUMBERS (*attach additional sheet if necessary*):

2	9	-	4	4	-	2	7	-	L	2	-	0	9	0	3	4	-	0	0	8	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 138' IN
THE LAMSID ROW OF SPUR C CANAL (47-29-2) ALONG PLUMOSA AVE

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1200.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-					
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day
of July (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBL



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	MCKIM & CREED				
Mailing Address:	5701 DIVISION DR, STE A				
City:	FORT MYERS	State:	FLORIDA	Zip:	33905
Business No.	Area Code:	(239)	Number:	980 - 3384	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC				
Mailing Address:	1428 SUNBLUSH LN				
City:	LAS VEGAS	State:	NV	Zip:	89117
Business No.	Area Code:	(813)	Number:	579 - 0128	Ext.
Other Contact:					

PART VI

SUBMITTALS

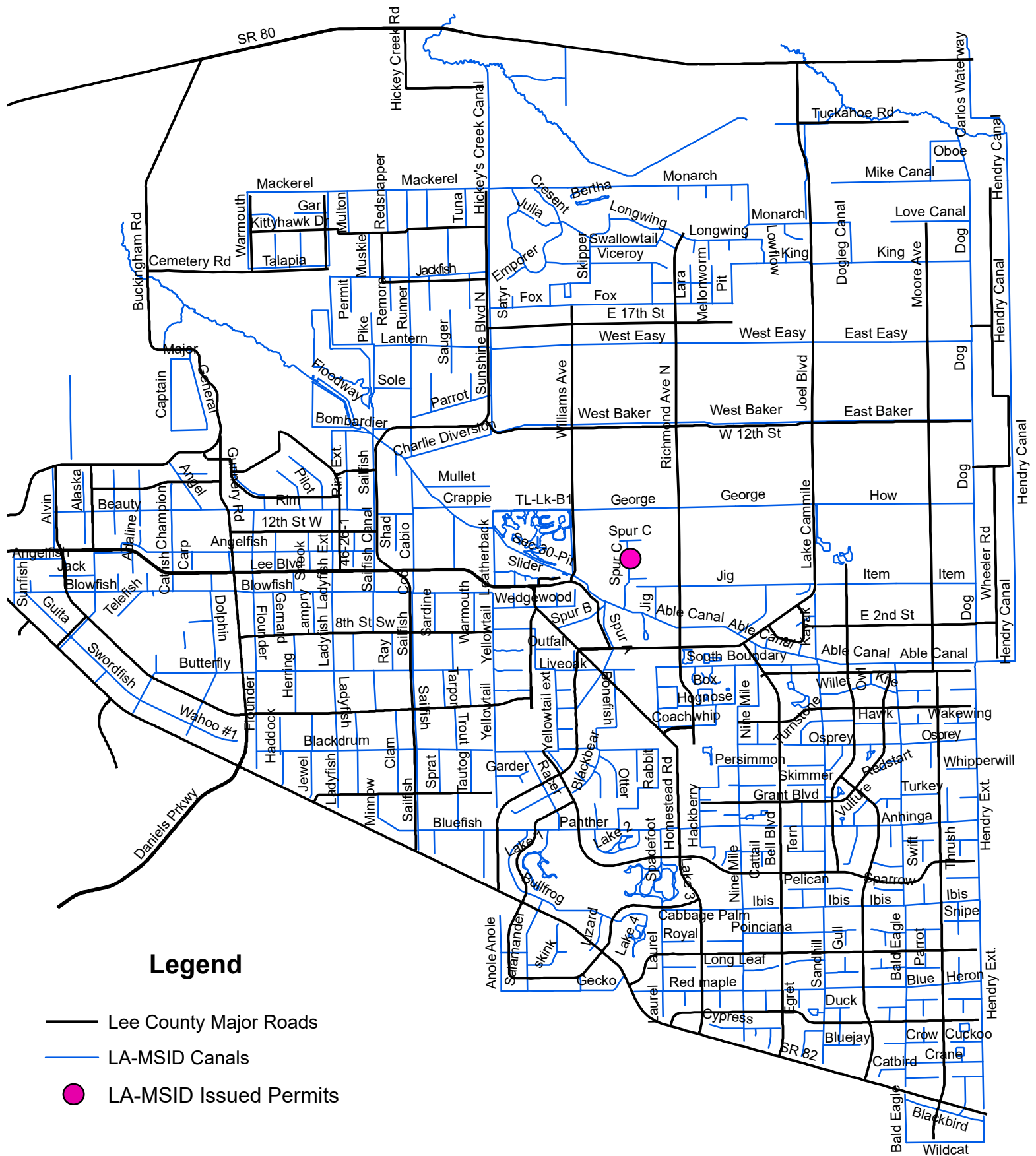
NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
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2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
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NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE: 7/15/26

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-122



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Spur "C" Canal (47-29-2), along the west side of Edison Ave., between W. 7th St. & W. 6th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
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use of the Property or causes a hazardous condition to exist.

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11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
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15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
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17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-123

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-123 is approved according to the plans submitted June 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 30' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Edison Ave.



07 - 14 - 26
26 - 123

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_016_FDH_006 607 EDISON AVE SPUR C CANAL 47-29-2

RECEIVED

TOTAL ACREAGE: N/A

JUL 14 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 607 EDISON AVE

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33972

STRAP NUMBERS (attach additional sheet if necessary):

29 - 44 - 27 - L2 - 08031 - 0160

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 30' IN
THE LAMSID ROW OF SPUR C CANAL 47-29-2 ALONG EDISON AVE

Is the project proposed to be developed in phases? Yes ☐ No ☒

Estimated # of Phases:	1
*Permit Fee:	\$ 1200.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

--	--	--	--	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day
of July (m), 2026 (y), by William Kiefer who is personally known to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE: 7/15/26

0326-0000-329-0001

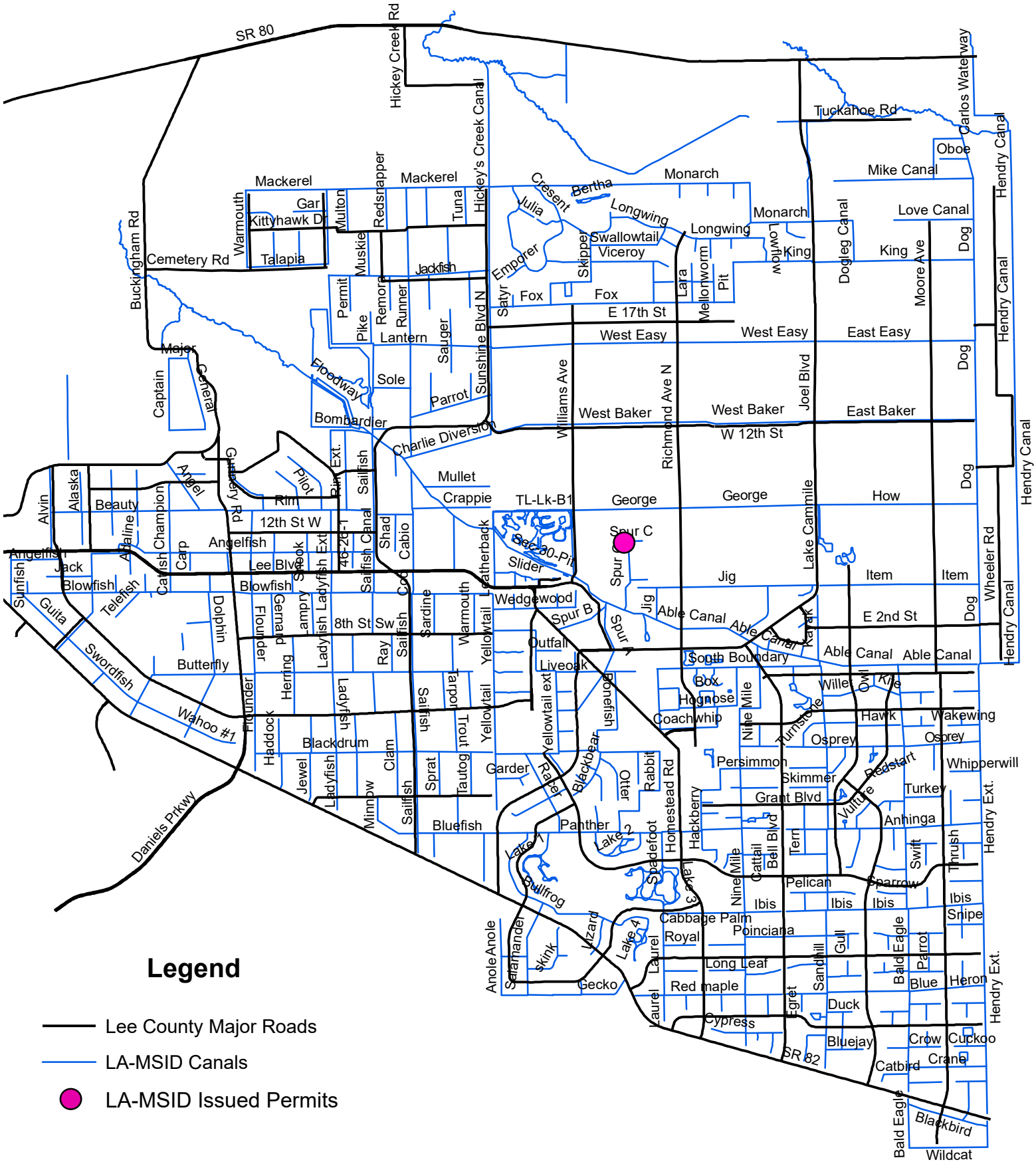
PERMIT#	DESCRIPTION	AMOUNT
26-123	Lumas Bore Under Spur "C" Canal (47-29-d) At Edison Ave.	Total Fee <u>\$1,200.00</u>
	Permit Fee: \$ ^{\$} 750 + 15 x 30' r/w = \$750 + \$450	Due From Deposit
	Total Fee = \$1,200.00	
	TOTAL	\$1,200.00

DATE:

INSTRUCTIONS: Permit Reviewer fills out date, permit # 's, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. **This form will be filed as backup with the journal entry.**

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-123



Legend

- Lee County Major Roads
- LA-MSID Canals
- LA-MSID Issued Permits

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Spur "C" Canal (47-29-2), along the east side of Cortez Ave., between W. 7th St. & W. 6th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-124

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-124 is approved according to the plans submitted June 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 30' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Cortez Ave.



07 - 14 - 26
26 - 124

APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_016_FDH_005 607 CORTEZ AVE SPUR C CANAL 47-29-2

TOTAL ACREAGE: N/A

RECEIVED

JUL 14 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 607 CORTEZ AVE

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33972

STRAP NUMBERS (*attach additional sheet if necessary*):

29 - 44 - 27 - L2 - 08032 - 0160

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 30' IN
THE LAMSID ROW OF SPUR C CANAL 47-29-2 ALONG CORTEZ AVE

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1200.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day
of July (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBL



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

07/20/2022

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE: 7/15/26

CUSTOMER

DR

CR*

Lumos/Gridiron/T-Fiber

0326-0000-220-0001

0326-0000-329-0001

PERMIT#	DESCRIPTION	AMOUNT
26-124	Lumas Bore Under Spur "C" Canal (47-29-2) At Cortez Ave.	Total Fee <u>\$1,200.00</u>
	Permit Fee: \$750 + \$15 x 30' R/W = \$750 + \$450	Due From Deposit
	Total Fee = \$1,200.00	
	TOTAL	\$1,200.00

PERMIT REVIEWER SIGNATURE:

DATE:

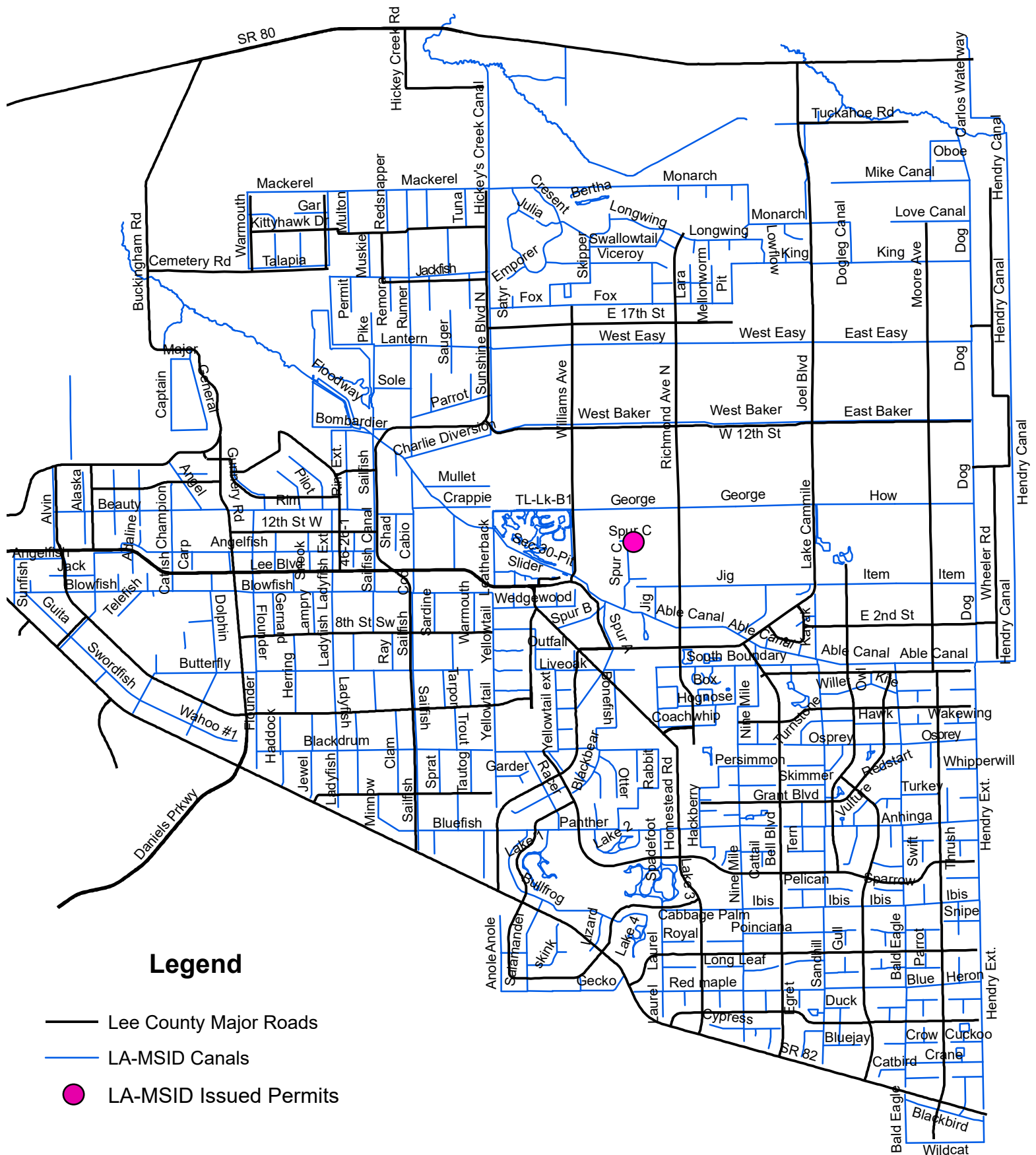
ACCOUNTING SIGNATURE:

DATE:

INSTRUCTIONS: Permit Reviewer fills out date, permit # 's, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. **This form will be filed as backup with the journal entry.**

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-124



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Blue Marl Canal (47-29-3), along the west side of Cortez Ave., between W. 5th St. & Lincoln Blvd., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-125

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-125 is approved according to the revised plans submitted July 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 30' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Cortez Ave.



07 - 14 - 26
26 - 125

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_016_FDH_006 409 CORTEZ AVE SPUR C CANAL 47-29-2

TOTAL ACREAGE: N/A

RECEIVED

JUL 14 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 409 CORTEZ AVE

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33974

STRAP NUMBERS (attach additional sheet if necessary):

29 - 44 - 27 - L3 - 02008 - 0170

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 30' IN
THE LAMSID ROW OF SPUR C CANAL 47-29-2 ALONG CORTEZ AVE

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1200.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 30th day
of June (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	MCKIM & CREED				
Mailing Address:	5701 DIVISION DR, STE A				
City:	FORT MYERS	State:	FLORIDA	Zip:	33905
Business No.	Area Code:	(239)	Number:	980 - 3384	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC				
Mailing Address:	1428 SUNBLUSH LN				
City:	LAS VEGAS	State:	NV	Zip:	89117
Business No.	Area Code:	(813)	Number:	579 - 0128	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

DATE: 7/15/26

CR*

0326-0000-329-0001

DATE: 7/15/26

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.



07 - 30 - 26
26 - 125

APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER **PHONE #:** (515) 306 - 3403

PROJECT NAME: LE1_016_FDH_006 409 CORTEZ AVE BLUE MARL CANAL 47-29-3

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 409 CORTEZ AVE			
Mailing Address:		N/A	
City:	LEHIGH ACRES	State:	FLORIDA
Zip:	33974		

STRAP NUMBERS (*attach additional sheet if necessary*):

29	-	44	-	27	-	L3	-	02008	-	0170
	-		-		-		-		-	
	-		-		-		-		-	
	-		-		-		-		-	
	-		-		-		-		-	

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 30' IN
THE LAMSID ROW OF BLUE MARL CANAL 47-29-3 ALONG CORTEZ AVE

RECEIVED

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

JUL 30 2026

Is the project proposed to be developed in phases? Yes ☐ No ☒

Estimated # of Phases:	1
*Permit Fee:	\$ 1200.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-						
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 30th day
of June (m), 2026 (y), by William Kiefer who is personally known to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

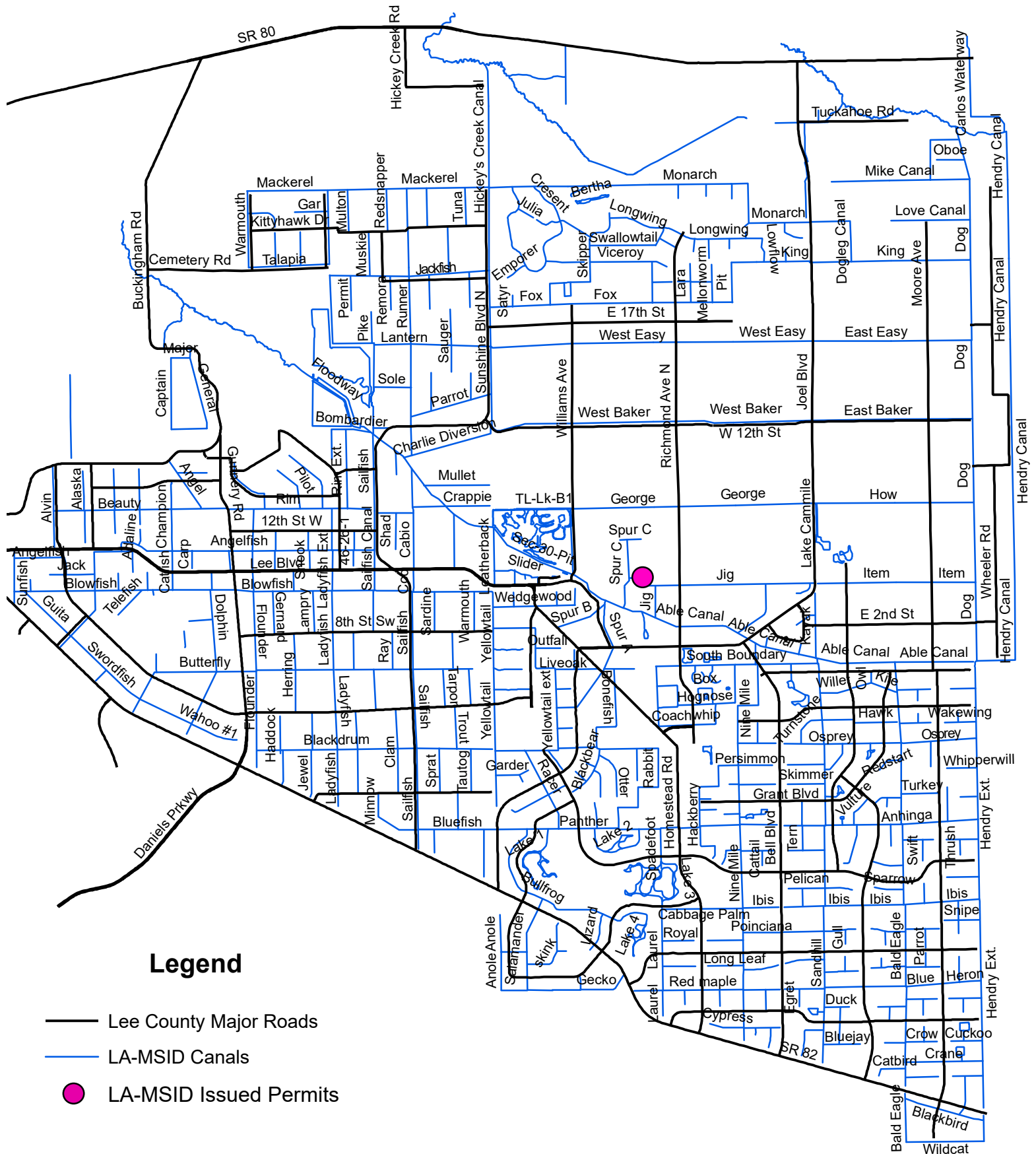
Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-117



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Spur "C" Canal (47-29-2), along the south side of W. 6th St., between Edison Ave. & Cortez Ave., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-126

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-126 is approved according to the plans submitted June 30th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 30' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along W. 6th St.



07 - 14 - 26
26 - 126

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_016_FDH_006 303 W 6TH ST SPUR C CANAL 47-29-2

TOTAL ACREAGE: N/A

JUL 14 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 303 W 6TH ST

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33972

STRAP NUMBERS (attach additional sheet if necessary):

29 - 44 - 27 - L3 - 05017 - 024A

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 30' IN
THE LAMSID ROW OF SPUR C CANAL 47-29-2 ALONG W 6TH ST

Is the project proposed to be developed in phases? Yes ☐ No ☒

Estimated # of Phases:	1
*Permit Fee:	\$ 1200.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

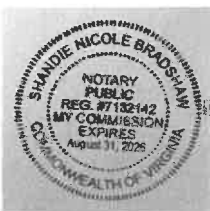
The foregoing instrument was acknowledged before me this 12th day
of July (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

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All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
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2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE: 7/15/20

CUSTOMER

DR

CR*

Lumos/Gridiron/T-Fiber

0326-0000-220-0001

0326-0000-329-0001

PERMIT#	DESCRIPTION	AMOUNT
26-126	Lumos Boce under Spur "C" Canal (47-29-2) At W. 6 th St.	Total Fee <u>\$1,200.00</u>
	Permit Fee: \$750 + \$15 x 30' R/W = \$750 + \$450	Due From Deposit
	Total Fee = \$1,200.00	
	TOTAL	\$1,200.00

PERMIT REVIEWER SIGNATURE:

DATE:

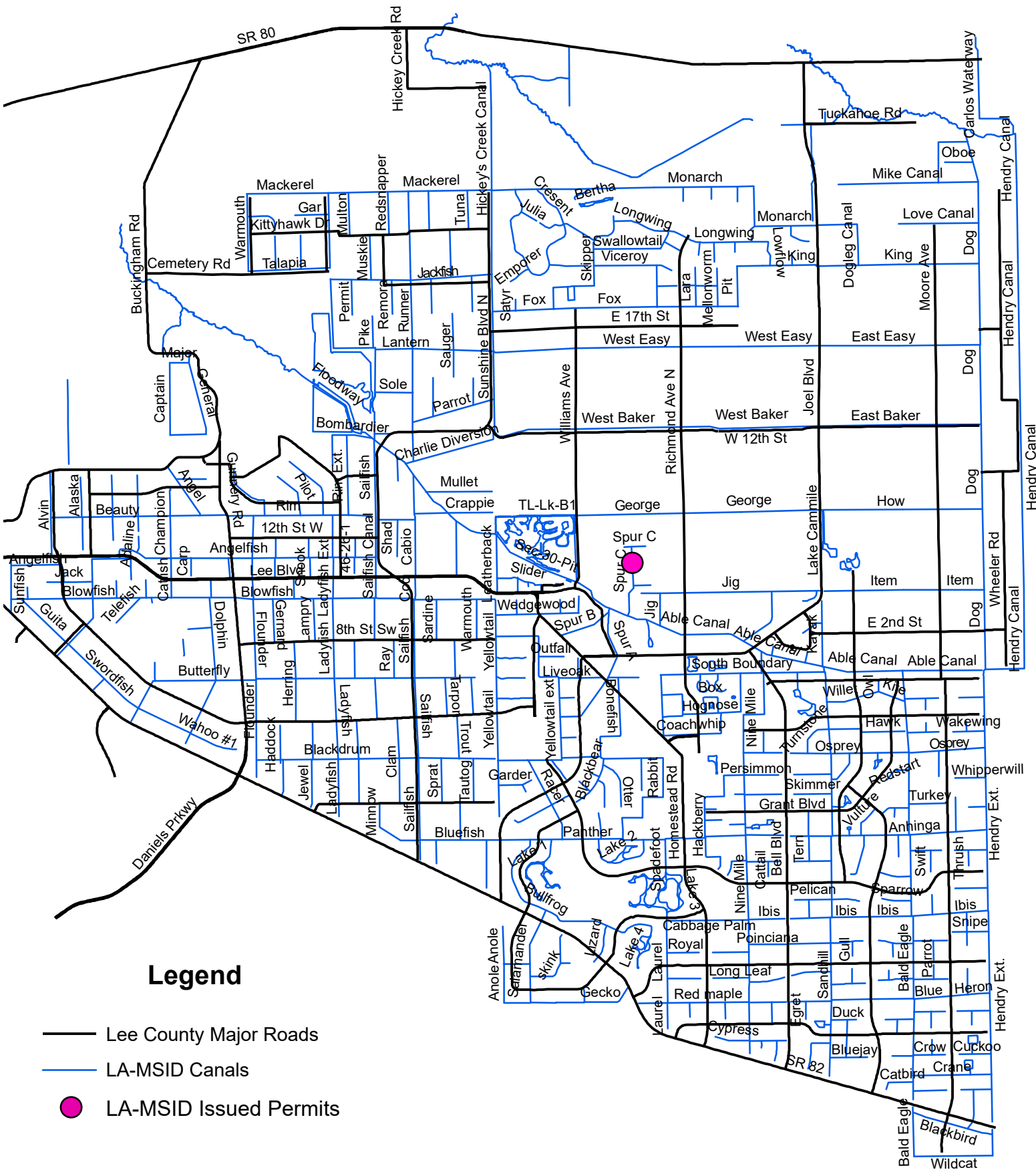
ACCOUNTING SIGNATURE:

DATE: _____

INSTRUCTIONS: Permit Reviewer fills out date, permit #'s, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. **This form will be filed as backup with the journal entry.**

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-126



Legend

- Lee County Major Roads
- LA-MSID Canals
- LA-MSID Issued Permits

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Otter Canal (57-8-7), along the west side of Peerless St., between Paddock St. & Progress Ave., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
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4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
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11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-127

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-127 is approved according to the plans submitted July 14th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 83.75' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Peerless St.



07 - 14 - 26
26 - 127

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_014_FDH_03 381 PEERLESS ST OTTER CANAL 57-8-7

TOTAL ACREAGE: N/A

JUL 14 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 381 PEERLESS ST

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33974

STRAP NUMBERS (attach additional sheet if necessary):

08 - 45 - 27 - L1 - 29157 - 0050

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 83.75'

IN THE LAMSID ROW OF OTTER CANAL 57-8-7 ALONG PEERLESS ST

Is the project proposed to be developed in phases? Yes ☐ No ☒

Estimated # of Phases:	1
*Permit Fee:	\$2006.25 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day
of July (m), 2026 (y), by William Kiefer who is personally known to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District

♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

07/20/2022

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	MCKIM & CREED				
Mailing Address:	5701 DIVISION DR, STE A				
City:	FORT MYERS	State:	FLORIDA	Zip:	33905
Business No.	Area Code:	(239)	Number:	980 - 3384	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC				
Mailing Address:	1428 SUNBLUSH LN				
City:	LAS VEGAS	State:	NV	Zip:	89117
Business No.	Area Code:	(813)	Number:	579 - 0128	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

DATE: 7/16/26

CR*

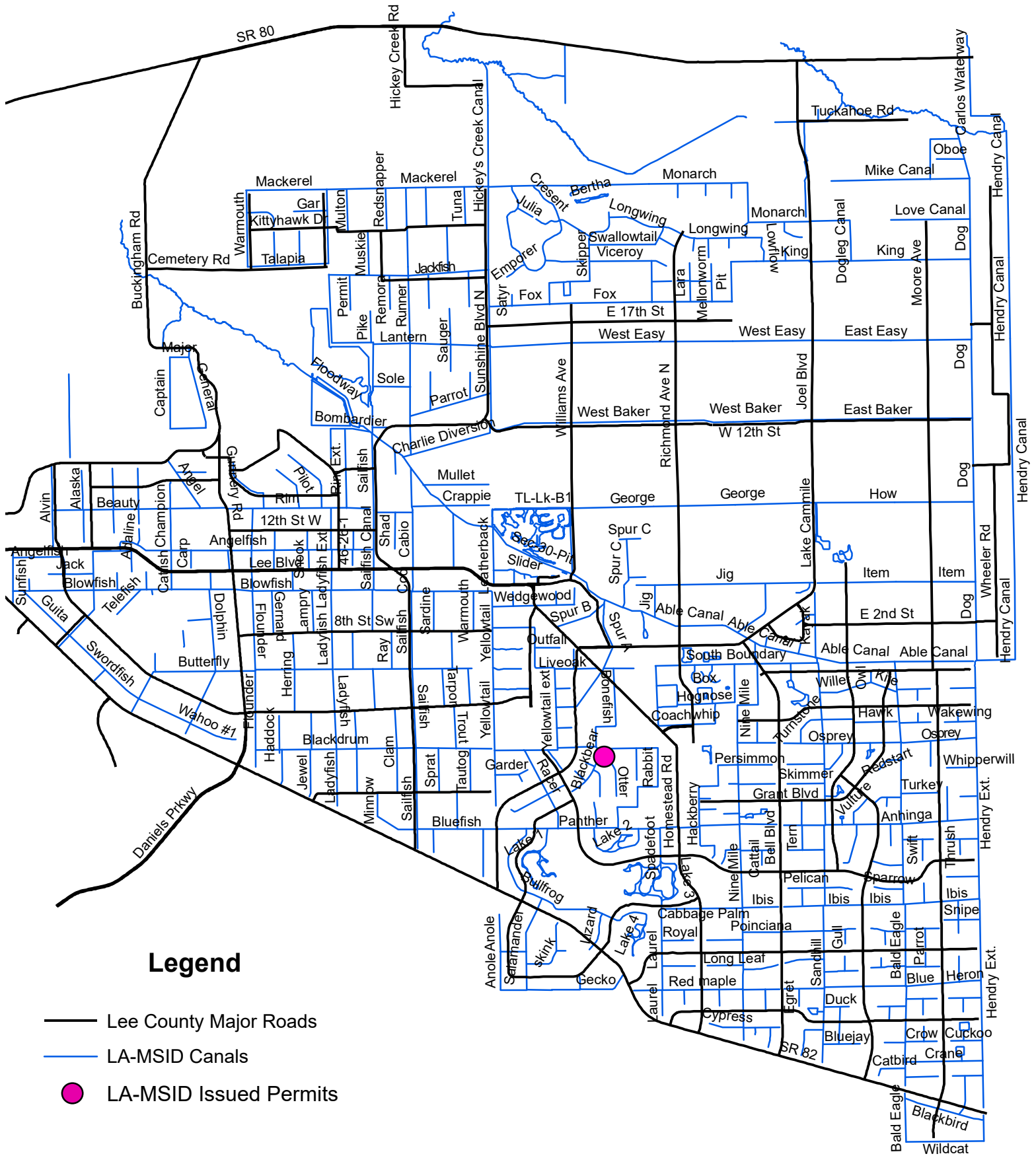
0326-0000-329-0001

PERMIT REVIEWER SIGNATURE: Michael S. Cook DATE: 7/16/26

ACCOUNTING SIGNATURE: / DATE: _____

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-127



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Panther Canal (57-7-3), along the west side of Grant Blvd., between Preston St. & Peerless Cir., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-128

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-128 is approved according to the plans submitted July 14th, 2026 with the following needed revisions: Sheet 6 of 12 needs revised to show the correct platted canal width of 120' instead of 118'. Sheet 7 of 12 needs the following revisions, revise the canal name from Longwing Canal to Panther Canal in the middle of the sheet, revise the canal R/W width from 118' to 120' and lower the bore depth to 10' below the canal bottom elevation of 13'. See canal elevations on the survey sheet. The top of the bore should be labeled 3.0' instead of 9.2' and shown lower on the profile cross section view. Please revise sheets 6 of 12 and 7 of 12 and email a copy to LAMSID prior to starting any construction in the field.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 120' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Grant Blvd.

RECEIVED

JUL 14 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

0	7	-	1	4	-	2	6
			2	6	-	1	2
						8	



APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_013_FDH_11 500 PEERLESS CIR PANTHER CANAL 57-7-3

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 500 PEERLESS CIR

Mailing Address: N/A

City: LEHIGH ACRES State: FLORIDA Zip: 33974

STRAP NUMBERS (attach additional sheet if necessary):

1	8	-	4	5	-	2	7	-	L	1	-	0	2	0	0	6	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 118' IN
THE LAMSID ROW OF PANTHER CANAL 57-7-3 ALONG GRANT BLVD

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$2520.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-						
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day
of July (m), 2026 (y), by William Kiefer who is personally known to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

PERMIT DEPOSIT TRANSFER FORM

DATE: 7/16/26

CUSTOMER

DR

CR*

Lumos/Gridiron/T-Fiber

0326-0000-220-0001

0326-0000-329-0001

PERMIT#	DESCRIPTION	AMOUNT
26-128	Lumos Bore under Panther Canal (57-7-3) At Grant Blvd.	Total Fee <u>\$2,550.00</u>
	Permit Fee: \$750 + \$15 x 120' R/W = \$750 + \$1800	Due From Deposit
	Total Fee = \$2,550.00	
	TOTAL	\$2,550.00

PERMIT REVIEWER SIGNATURE:

DATE:

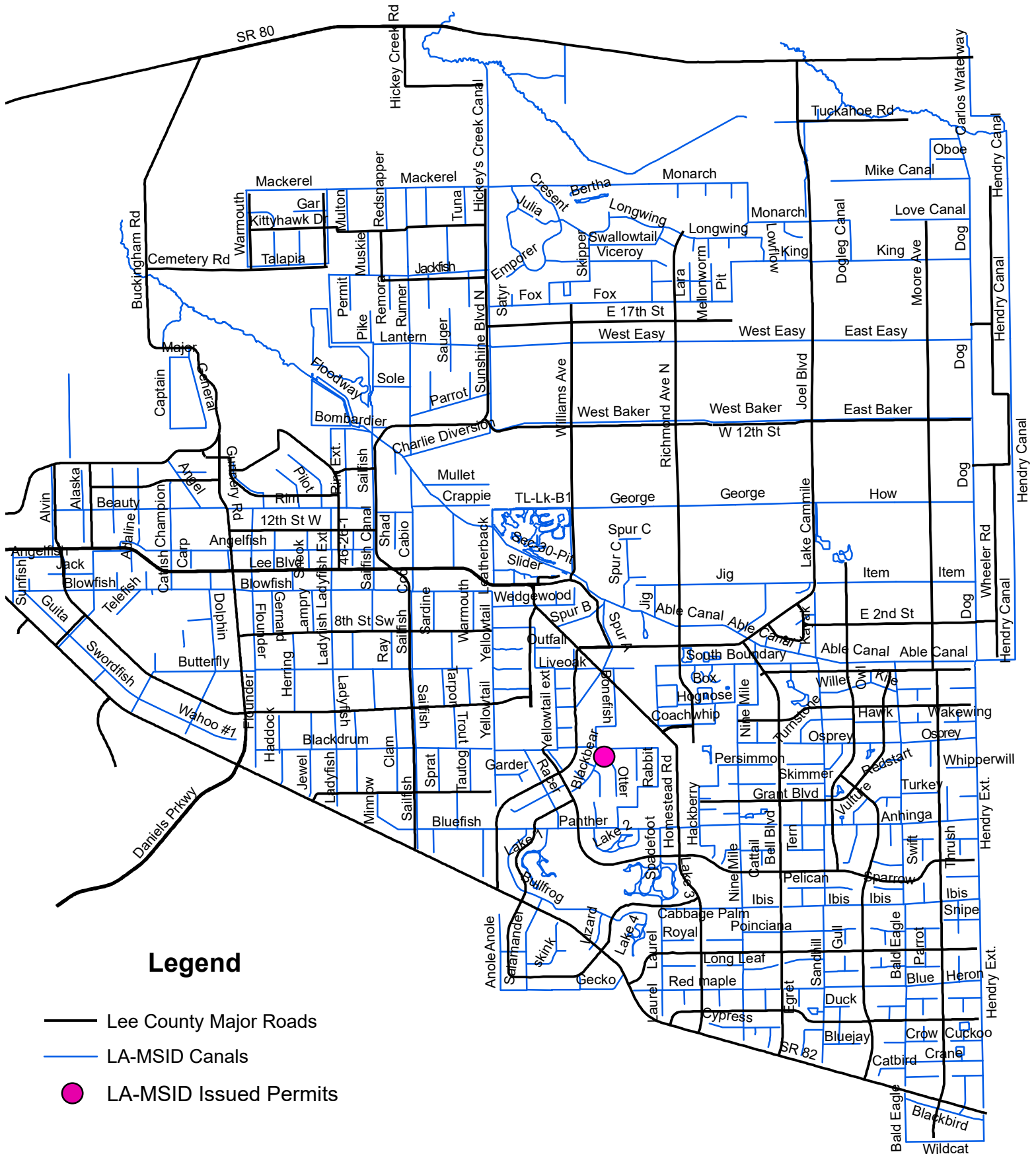
ACCOUNTING SIGNATURE:

DATE:

INSTRUCTIONS: Permit Reviewer fills out date, permit #'s, amounts, and signs. Form is then given to accounting to make a journal entry in order to move the money from the deposit account to the revenue account and signs. **This form will be filed as backup with the journal entry.**

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-127



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Bluefish Canal (56-12-6), along the west side of Alabama Rd. S., between 47th St. SW. & 48th St. SW., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-129

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half (½) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-129 is approved according to the plans submitted July 14th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 80' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Alabama Rd. S.



07 - 14 - 26
26 - 129

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER

PHONE #: (515) 306 - 3403

PROJECT NAME: LE1_013_FDH_008 951 ALABAMA RD S BLUEFISH CANAL 56-12-6

TOTAL ACREAGE: N/A

JUL 14 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 951 ALABAMA RD S

Mailing Address: N/A

City: LEHIGH ACRES

State: FLORIDA

Zip: 33974

STRAP NUMBERS (attach additional sheet if necessary):

1 2 - 4 5 - 2 6 - L 3 - 1 2 1 2 7 - 0 0 4 0

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 80' IN
THE LAMSID ROW OF BLUEFISH CANAL 56-12-6 ALONG ALABAMA RD S

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$1950.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-						
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 30th day
of June (m), 2026 (y), by William Kiefer who is personally know to me or has
produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBLIC



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
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2	2	Disclosure of Owner Form (signed and notarized) (PART III)
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1	1	Check for appropriate Permit Fees made out to LA-MSID.

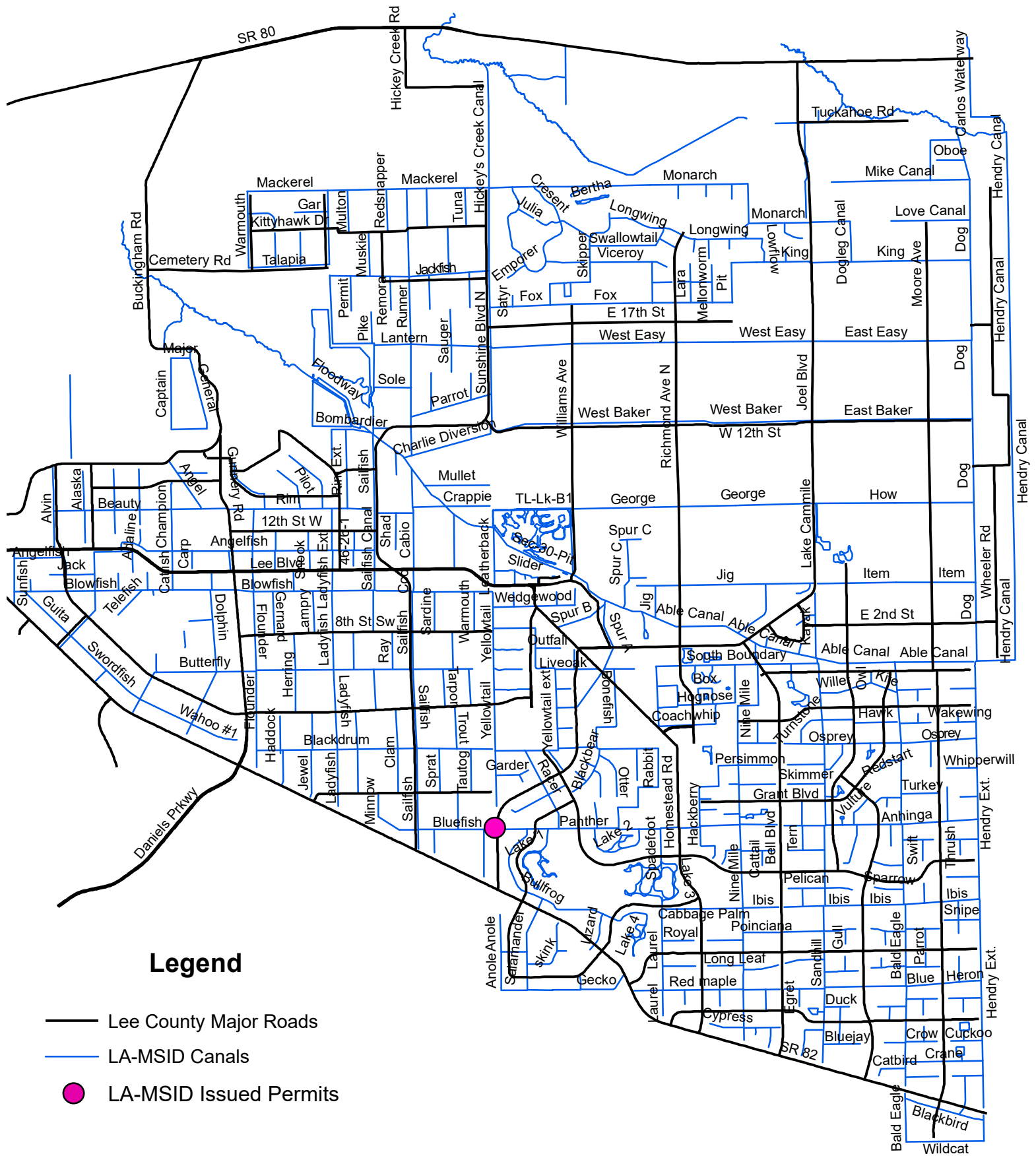
DATE: 7/16/20

CR*

0326-0000-329-0001

*The CR account will need to be changed based on the customer. See accounting to setup new customer deposit accounts.

Permit # 2026-129



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Bullfrog Canal (57-18-1), along the west side of Grant Blvd., between Parish Dr. & Tomasello Dr., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
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use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-130

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half (½) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-130 is approved according to the plans submitted July 14th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 126.1' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Grant Blvd.



		-			-			
				-				

APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: WILLIAM KIEFER **PHONE #:** (515) 306 - 3403

PROJECT NAME: LE1_013_FDH_03 136 PARISH DR BULLFROG CANAL 57-18-1

TOTAL ACREAGE:

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 136 PARISH DR					
Mailing Address:		N/A			
City:	LEHIGH ACRES	State:	FLORIDA	Zip:	33974

STRAP NUMBERS (*attach additional sheet if necessary*):

1	8	-	4	5	-	2	7	-	L	4	-	1	8	0	6	1	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 125.93'
 IN THE LAMSID ROW OF BULLFROG CANAL 57-18-1 ALONG
 GRANT BLVD

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 2638.95 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS					
Mailing Address:		Street:		6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING			State:	GEORGIA		Zip: 30040
Phone No.	Area Code:	(480)	Number:	442 - 0562		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM					

E.

Name of Property owner:		N/A					
Mailing Address:		Street:					
City:				State:			Zip:
Phone No.	Area Code:	()	Number:	-		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

		-			-			-			-								
--	--	---	--	--	---	--	--	---	--	--	---	--	--	--	--	--	--	--	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

William Kiefer

SIGNATURE OF APPLICANT

WILLIAM KIEFER

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

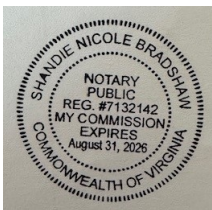
The foregoing instrument was acknowledged before me this 12th day of July (m), 2026 (y), by William Kiefer who is personally know to me or has produced _____ as identification.

Shandie N Bradshaw

SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw

PRINTED NAME OF NOTARY PUBL



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED						
Mailing Address:	5701 DIVISION DR, STE A						
City:	FORT MYERS		State:	FLORIDA		Zip:	33905
Business No.	Area Code:	(239)	Number:	980 -	3384	Ext.	
Other Contact:							

OTHER REPRESENTATIVE/PROFESSIONAL

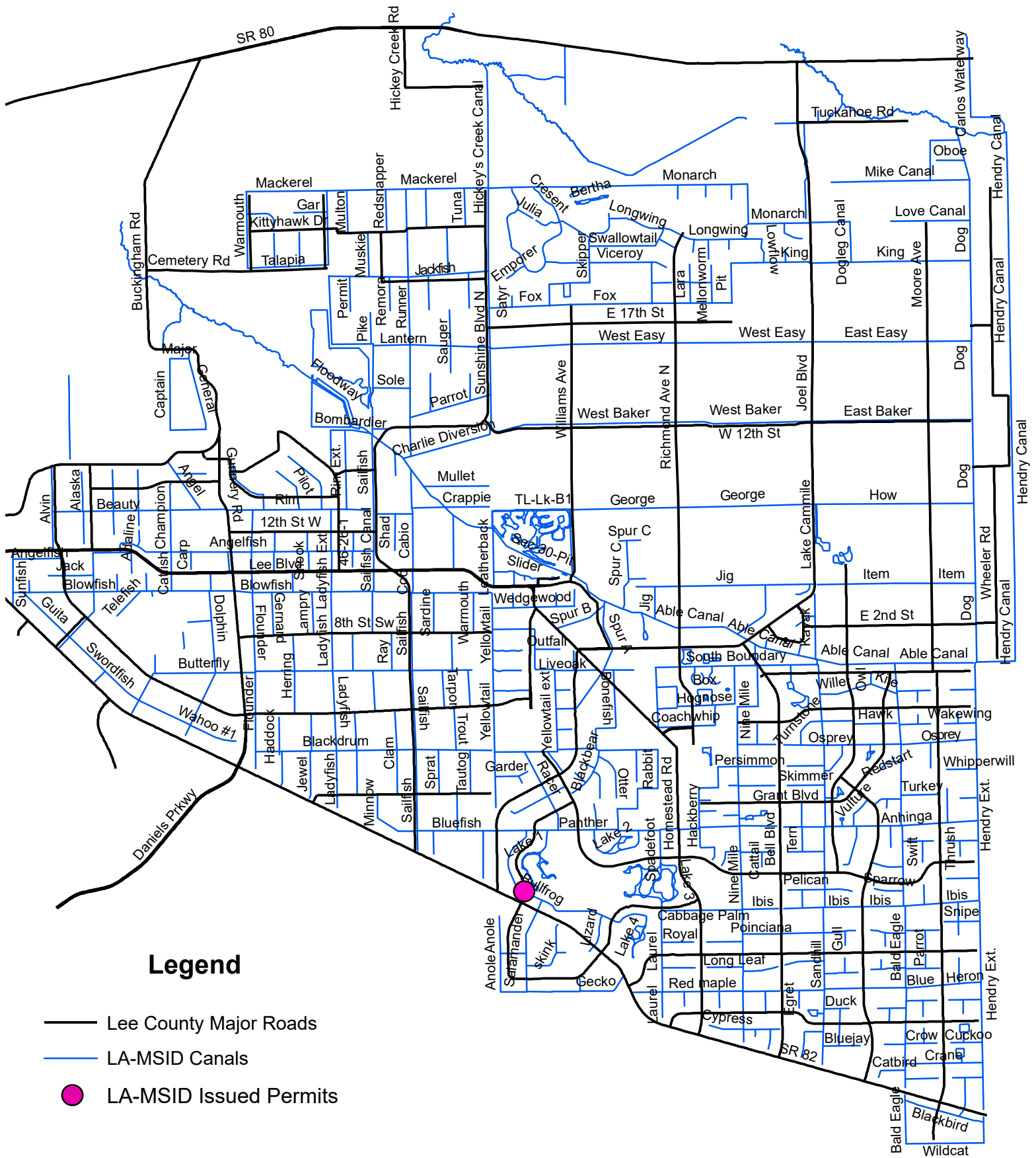
Name:	BLAIR CONSULTING SERVICES, INC						
Mailing Address:	1428 SUNBLUSH LN						
City:	LAS VEGAS		State:	NV		Zip:	89117
Business No.	Area Code:	(813)	Number:	579 -	0128	Ext.	
Other Contact:							

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-130



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Newt Canal (57-19-2), along the west side of Blackstone Dr., between Woodridge Cir. & Younggreen Dr., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions

attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-131

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-131 is approved according to the plans submitted July 14th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 100' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Blackstone Dr.



		-			-		
				-			

APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME:	WILLIAM KIEFER	PHONE #:	(515) 306-3403
PROJECT NAME:	LE1_013_FDH_03 136 PARISH DR BULLFROG CANAL 57-18-1		
TOTAL ACREAGE:	N/A		

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):			
136 PARISH DR			
Mailing Address:		N/A	
City:	LEHIGH ACRES	State:	FLORIDA
Zip:	33974		

STRAP NUMBERS (*attach additional sheet if necessary*):

1	8	-	4	5	-	2	7	-	L	4	-	1	8	0	6	1	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for:	DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 125.93'
IN THE LAMSID ROW OF BULLFROG CANAL 57-18-1 ALONG	
GRANT BLVD	

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$2638.95 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

	-		-		-		-		-	
--	---	--	---	--	---	--	---	--	---	--

PRIMARY STRAP NUMBER:

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

--	--

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

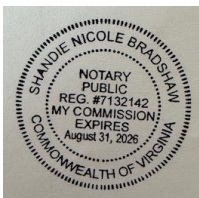
William Kiefer
SIGNATURE OF APPLICANT

WILLIAM KIEFER
PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day
of July (m), 2026 (y), by William Kiefer who is personally know to me or has
produced as identification.



Shandie N Bradshaw
SIGNATURE OF NOTARY PUBLIC

Shandie N Bradshaw
PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED							
Mailing Address:	5701 DIVISION DR, STE A							
City:	FORT MYERS		State:	FLORIDA		Zip:	33905	
Business No.	Area Code:	(239)	Number:	980	-	3384	Ext.	
Other Contact:								

OTHER REPRESENTATIVE/PROFESSIONAL

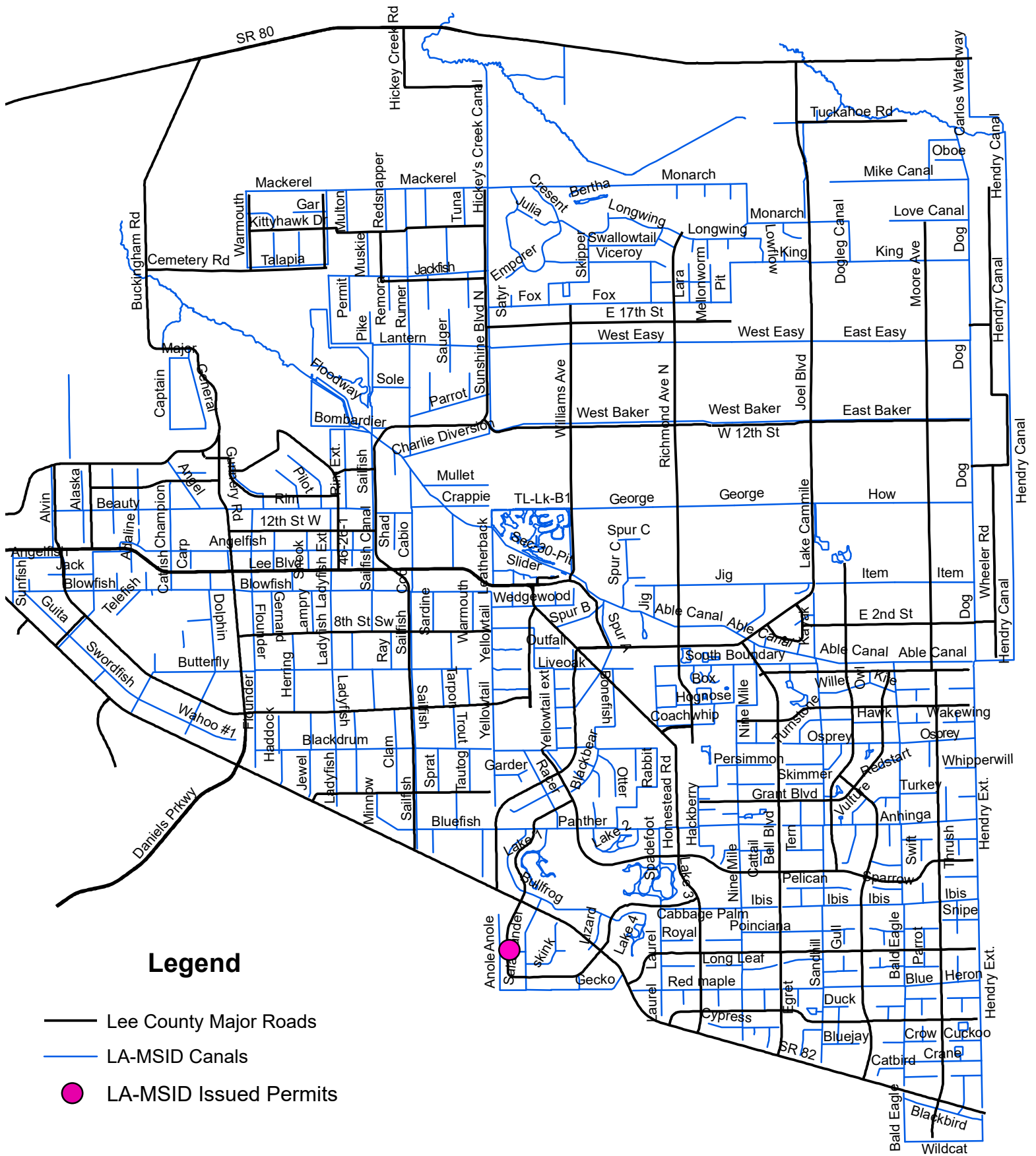
Name:	BLAIR CONSULTING SERVICES, INC							
Mailing Address:	1428 SUNBLUSH LN							
City:	LAS VEGAS		State:	NV		Zip:	89117	
Business No.	Area Code:	(813)	Number:	579	-	0128	Ext.	
Other Contact:								

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-131



LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Lumos Fiber of Florida, LLC, 4100 Mendenhall Oaks Parkway, Suite 300, High Point, NC 27265, hereinafter referred to as the "Permittee") as a non-exclusive permit for a directional bore under Salamander Canal (57-19-1), along the south side of Blackstone Dr., between Yellowbird Dr. & Neuse Ave., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions

attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-132

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-132 is approved according to the plans submitted July 14th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 100' within the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All guy wires, poles, pull boxes, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Blackstone Dr.



		-			-		
				-			

APPLICATION FOR A PERMIT

***Note:** The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME:	WILLIAM KIEFER	PHONE #:	(515) 306-3403
PROJECT NAME:	LE1_013_FDH_03 136 PARISH DR BULLFROG CANAL 57-18-1		
TOTAL ACREAGE:	N/A		

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):			
136 PARISH DR			
Mailing Address:		N/A	
City:	LEHIGH ACRES	State:	FLORIDA
Zip:	33974		

STRAP NUMBERS (*attach additional sheet if necessary*):

1	8	-	4	5	-	2	7	-	L	4	-	1	8	0	6	1	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for:	DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 125.93'
IN THE LAMSID ROW OF BULLFROG CANAL 57-18-1 ALONG	
GRANT BLVD	

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$2638.95 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	LUMOS FIBER OF FLORIDA, LLC				
Mailing Address:	Street:	4100 MENDENHALL OAKS PKWY, SUITE 300			
City:	HIGH POINT	State:	NORTH CAROLINA	Zip:	27265
Phone No.	Area Code:	515	Number:	306 - 3403	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	WILLIAM.KIEFER@LUMOSFIBER.COM				

B. Relationship of applicant to property*:

Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee* ☐

Contract Purchaser* ☐ Other (indicate)* ☒ UTILITY

C.

Name of Developer:	MILENIUM DIRECTIONAL DRILLING, INC				
Mailing Address:	Street:	5395 COGSWELL DR			
	WAYNE	State:	MI	Zip:	48184
	Area Code:	(313)	Number:	326 - 2333	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	FELECAND@MILENIUMBORS.COM				

D.

Name of Authorized Agent(s):		CENTILLION SOLUTIONS			
Mailing Address:		Street: 6030 BETHELVIEW RD, SUITE 301			
City:	CUMMING	State:	GEORGIA	Zip:	30040
Phone No.	Area Code:	(480)	Number:	442 - 0562	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		KYLE.PARKEY@CENTILLIONSOLUTIONS.COM			

E.

Name of Property owner:		N/A			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

	-		-		-		-		-		-	
--	---	--	---	--	---	--	---	--	---	--	---	--

PRIMARY STRAP NUMBER:

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Name and Address	Percentage of Ownership

--	--

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Name, Address, Office	Percentage of Stock

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Lehigh Acres Municipal Services Improvement District
 ♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

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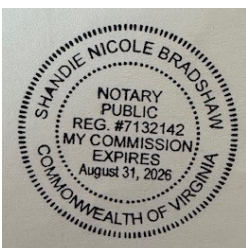
William Kiefer
SIGNATURE OF APPLICANT

WILLIAM KIEFER
PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day of July (m), 2026 (y), by William Kiefer who is personally know to me or has produced as identification.

Shandie N Bradshaw
SIGNATURE OF NOTARY PUBLIC
Shandie N Bradshaw
PRINTED NAME OF NOTARY PUBL



Lehigh Acres Municipal Services Improvement District
♦601 East County Lane ♦Lehigh Acres, FL 33936 ♦Phone: (239) 368-0044

07/20/2022

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

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PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:							
Mailing Address:							
City:			State:			Zip:	
Business No.	Area Code:	()	Number:	-	Ext.		
Other Contact:							

ENGINEER

Name:	MCKIM & CREED							
Mailing Address:	5701 DIVISION DR, STE A							
City:	FORT MYERS		State:	FLORIDA		Zip:	33905	
Business No.	Area Code:	(239)	Number:	980	-	3384	Ext.	
Other Contact:								

OTHER REPRESENTATIVE/PROFESSIONAL

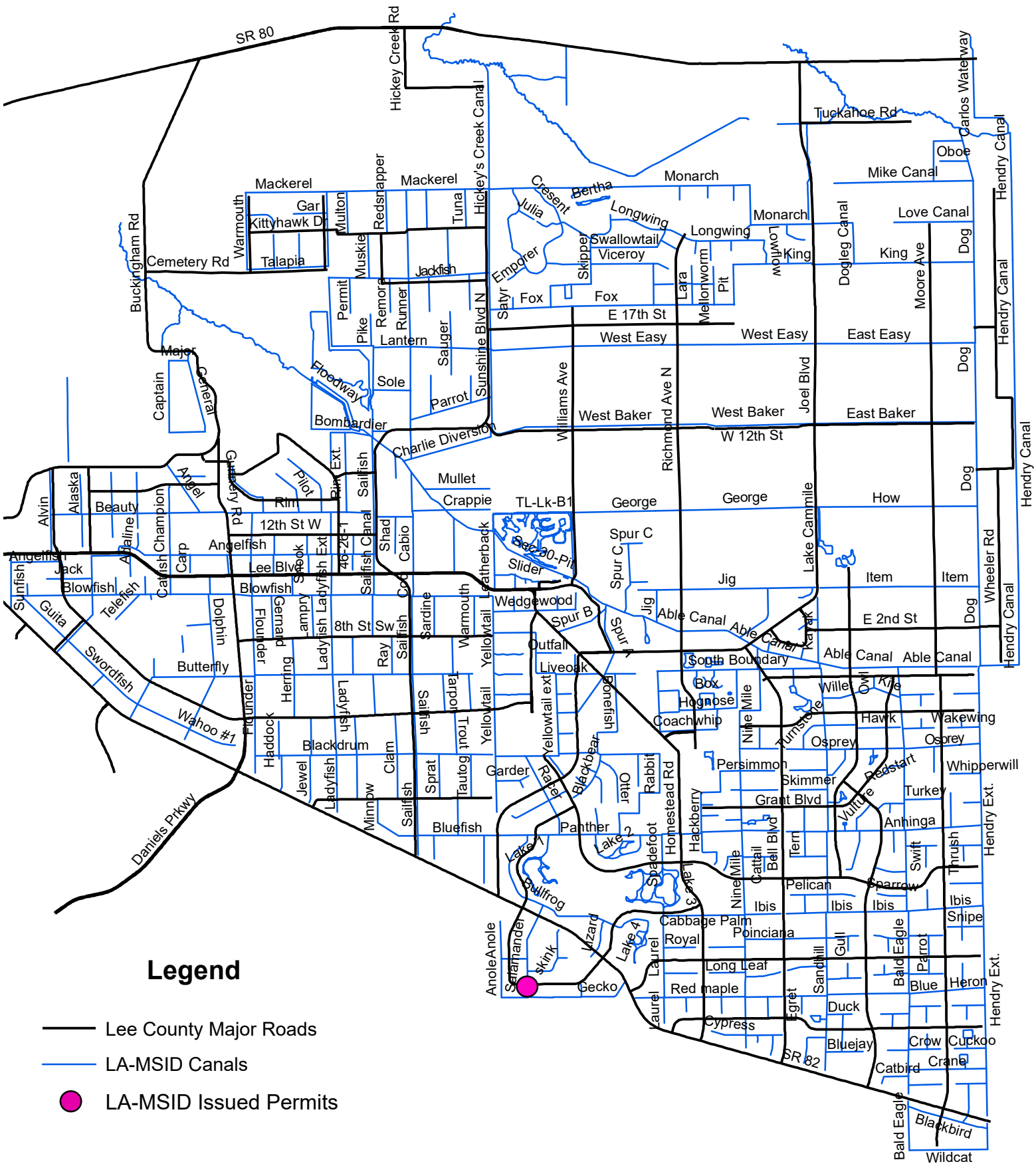
Name:	BLAIR CONSULTING SERVICES, INC							
Mailing Address:	1428 SUNBLUSH LN							
City:	LAS VEGAS		State:	NV		Zip:	89117	
Business No.	Area Code:	(813)	Number:	579	-	0128	Ext.	
Other Contact:								

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
2	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
NA	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
2	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
2	2	Permit Application (PARTS I & II)
2	2	Disclosure of Owner Form (signed and notarized) (PART III)
2	2	Professional Consultant Form & Submittals (PARTS V & VI)
NA	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
NA	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
1	1	Check for appropriate Permit Fees made out to LA-MSID.

Permit # 2026-132



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-133 H.S. "NNN" – 6" FM Bore under E. Baker Canal (47-14-1) at Joel Blvd.

Meeting Date: August 17, 2026

Agenda Item # 2E

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

1 Recommended motion: Move to approve PER #26-133 H.S. "NNN" – 6" FM Bore under E. Baker Canal (47-14-1) at Joel Blvd., with any listed stipulations.

2 What the action accomplishes: Allows The School District of Lee County to install a wastewater force main under East Baker canal while ensuring they stay 10-feet below the bottom elevation of each canal.

3 Fiscal Impact: Permit Fee: \$1,950.00

4 Staff comments: Approved according to the revised plans submitted August 3, 2026.

5 Staff review and recommended approval:

☐ MANAGER	☐ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☐ ENGINEER	☐ CONTROLLER

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to The School Board of Lee County, 3308 Canal Street, Fort Myers, FL 33916, hereinafter referred to as the "Permittee") as a non-exclusive permit for a 6" force main (High School "NNN") directional bore under E. Baker Canal (47-14-1), along the east side of Joel Blvd., between E. 13th St. & E. 12th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-133

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-133 is approved according to the revised plans submitted August 3rd, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal or the lowest invert of any storm pipes, whichever is lower for the entire 80' width of the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All valves, valve boxes, fire hydrants, air release valves, manholes, clean-outs, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.

PART I



DATE SUBMITTED:

07 - 15 - 26

PERMIT #:

26 - 133

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Johnson Engineering, LLC PHONE #: (239) 461-2438
PROJECT NAME: NNN High School

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):			
Mailing Address:	N/A		
City:	State:	Zip:	

STRAP NUMBERS (attach additional sheet if necessary):

1	4	-	4	4	-	2	7	-	0	1	-	0	0	0	0	1	-	0	0	1	0
2	3	-	4	4	-	2	7	-	L	1	-	1	2	0	4	8	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Offsite utility main for NNN High School. This section includes the 6" HDPE DR11 force main crossing underneath Baker Canal.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1,950.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

Lehigh Acres Municipal Services Improvement District
4601 East County Lane • Lehigh Acres, FL 33936 • Phone: (239) 368-0044

REVISED 6/7/20 2022

RECEIVED
JUL 15 2026
LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		The School Board of Lee County			
Mailing Address:		Street: 3308 Canal Street			
City:	Fort Myers	State:	Florida	Zip:	33916
Phone No.	Area Code:	239	Number:	479-4201	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:		ScottCR@leeschools.net			

B. Relationship of applicant to property*:

☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*

☐ Contract Purchaser* ☒ Other (indicate)* School Board

C.

Name of Developer:		Same as Applicant			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

D.

Name of Authorized Agent(s):		Johnson Engineering, LLC			
Mailing Address:		Street: 2122 Johnson Street			
City:	Fort Myers	State:	Florida	Zip:	33901
Phone No.	Area Code:	(239)	Number:	461-2438	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		David.Trouteaud@apexcos.com			

E.

Name of Property Owner:		N/A - ROW			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM

PRIMARY STRAP NUMBER: 14 - 44 - 27 - 01 - 00001 - 0010

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Scott Reichenbacher - SBLC	N/A
3308 Canal Street, Fort Myers	
Florida 33916	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

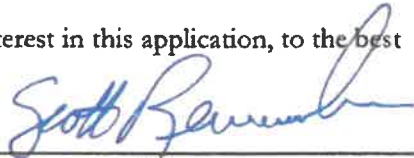
Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.



SIGNATURE OF APPLICANT

Scott Reichenbacher, Director - Construction Projects Mgmt.
PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of June (m), 2026 (y), by Scott Reichenbacher who is personally know to me or has produced _____ as identification.





SIGNATURE OF NOTARY PUBLIC

Julia D. Harper
PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District
•601 East County Lane •Lehigh Acres, FL 33936 •Phone: (239) 368-0044

REVISED 07/20/2022

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	Johnson Engineering, LLC (David Trouteaud, P.E.)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2438	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Johnson Engineering, LLC (Debi Pendlebury)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2439	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.

	1	Check for appropriate Permit Fees made out to LA-MSID.
--	----------	---



July 15, 2026

Lehigh Acres MSID
601 East County Lane
Lehigh Acres, Florida 33936

RE: High School "NNN"
Request for Permit

To whom it may concern:

Please find seven (7) complete "Application for Permit" attached for the above referenced project. Pursuant to conversations with LAMSID staff it was determined the seven crossings associated with the subject project would require separate permit applications and plan sets. The review fee check in the amount of \$15,272.10 will cover all seven permit reviews.

If you have any questions or require additional information, please contact us.

Very truly yours,

JOHNSON ENGINEERING, LLC
An Apex Company



Debi Pendlebury

dlp/20160021-006

RECEIVED

JUL 15 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

APEX COMPANIES, LLC AND SUBSIDIARIES
2101 GAITHER RD, SUITE 500
ROCKVILLE, MD 20850

M&T BANK
Manufacturers and Traders Trust Company
65-11/550

603535

DATE
July 14, 2026

PAY Fifteen Thousand Two Hundred Seventy Two and 70/100 Dollars

TO THE ORDER OF LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
601A EAST COUNTY LANE
LEHIGH ACRES, FL 33936

AMOUNT
15,272.70

#26-133
THRU

VOID AFTER 180 DAYS

#26-139
MP

⑈603535⑈ ⑆055000110⑆61000000127383⑈

Permit # 26-133

\$1,950



7-653 W0424
NNNhs100%

LETTER OF TRANSMITTAL

Via: ☐ Fed Ex 2nd Day
☐ Overnight Delivery
☒ Hand Delivery

To: **Michael S. Cook, CDM**
Lehigh Acres – Municipal Services
Improvement District
601 A East County Lane
Lehigh acres, FL 33936

Date: **August 3, 2026**
Project No.: **20160021-006**
Project Name: **NNN High School – Offsite Utilities**
– Joel Blvd (FGUA)

We are sending you the following: ☐ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
1 Set		Signed and Sealed 100% Construction Plan sheets as requested
2 Thumb Drives		PDF's of plans for the 7 permits and Updated AutoCAD file.

These are transmitted as checked below:

- | | | |
|--|---|--|
| ☒ For approval | ☐ Approved as submitted | ☒ As requested |
| ☐ For your information | ☐ Approved as noted | ☐ See remarks |
| ☐ For review and comment | ☐ Returned for corrections | |

Remarks: Please let us know if you need anything further.

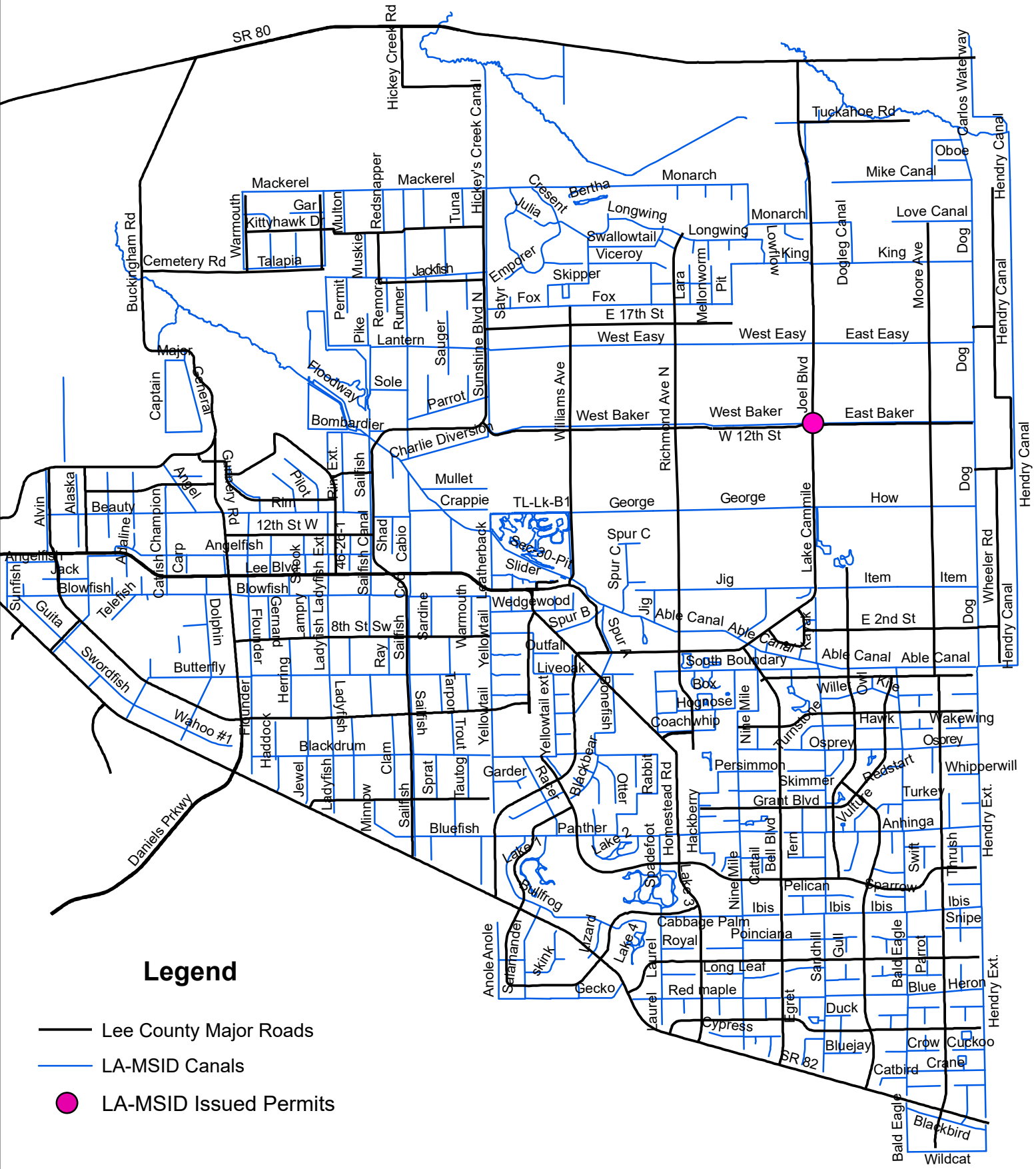
Copy: File: 20160021-006

Signed: 

Name: Lisa Baughman

Title: Administrative Services Manager

Permit # 2026-133



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-134 H.S. "NNN" – 12" FM Bore under E. Easy Canal (47-14-2) at Joel Blvd.

Meeting Date: August 17, 2026

Agenda Item # 2F

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By:

☐ **COMMISSIONER** _____

☐ **ATTORNEY**

☐ **BOARD**

☒ **MANAGER**

☐ **ENGINEER**

☐ **AUDITOR**

1 Recommended motion: Move to approve PER #26-134 H.S. "NNN" – 12" Force main Bore under E. Easy Canal (47-14-2) at Joel Blvd., with any listed stipulations.

2 What the action accomplishes: Allows The School District of Lee County to install a wastewater force main under East Easy canal while ensuring they stay 10-feet below the bottom elevation of each canal.

3 Fiscal Impact: Permit Fee: \$1,950.00

4 Staff comments: Approved according to the revised plans submitted August 3, 2026.

5 Staff review and recommended approval:

☐ **MANAGER**

☐ **ASSISTANT DISTRICT MGR**

☐ **ATTORNEY**

☐ **FIELD SUPERINTENDENT**

☐ **ENGINEER**

☐ **CONTROLLER**

6 Board Action:

☐ **APPROVED**

☐ **DENIED**

☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to The School Board of Lee County, 3308 Canal Street, Fort Myers, FL 33916, hereinafter referred to as the "Permittee") as a non-exclusive permit for a 12" force main (High School "NNN") directional bore under E. Easy Canal (47-14-2), along the east side of Joel Blvd., between E. 16th St. & E. 15th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-134

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-134 is approved according to the revised plans submitted August 3rd, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal or the lowest invert of any storm pipes, whichever is lower for the entire 80' width of the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All valves, valve boxes, fire hydrants, air release valves, manholes, clean-outs, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.

PART I



DATE SUBMITTED:

07 - 15 - 26

PERMIT #:

26 - 134

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Johnson Engineering, LLC PHONE #: (239) 461-2438
PROJECT NAME: NNN High School

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):
Mailing Address: N/A
City: State: Zip:

STRAP NUMBERS (attach additional sheet if necessary):

1	4	-	4	4	-	2	7	-	L	1	-	1	2	0	4	7	-	0	0	3	0
1	1	-	4	4	-	2	7	-	L	4	-	0	1	0	0	2	-	0	1	2	A
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Offsite utility main for NNN High School. This section includes the 12" HDPE DR11 force main crossing underneath Easy Canal.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases: 1
*Permit Fee: \$ 1,950.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

RECEIVED

Lehigh Acres Municipal Services Improvement District
*601 East County Lane • Lehigh Acres, FL 33936 • Phone: (239) 368-0844

REVISED 07/20/2022

JUL 15 2026

1
LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II**OWNER/APPLICANT/ DEVELOPER
INFORMATION****A.**

Name of Applicant		The School Board of Lee County			
Mailing Address:		Street: 3308 Canal Street			
City:	Fort Myers	State:	Florida	Zip:	33916
Phone No.	Area Code:	239	Number:	479-4201	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:		ScottCR@leeschools.net			

B. Relationship of applicant to property*:

- ☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*
- ☐ Contract Purchaser* ☒ Other (indicate)* School Board

C.

Name of Developer:		Same as Applicant			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

D.

Name of Authorized Agent(s):		Johnson Engineering, LLC			
Mailing Address:		Street: 2122 Johnson Street			
City:	Fort Myers	State:	Florida	Zip:	33901
Phone No.	Area Code:	(239)	Number:	461-2438	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		David.Trouteaud@apexcos.com			

E.

Name of Property Owner:		N/A - ROW			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

1	4
---	---

 -

4	4
---	---

 -

2	7
---	---

 -

1	1
---	---

 -

1	2	0	4	7
---	---	---	---	---

 -

0	0	3	0
---	---	---	---

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Scott Reichenbacher - SBLC	N/A
3308 Canal Street, Fort Myers	
Florida 33916	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Scott Reichenbacher

SIGNATURE OF APPLICANT

Scott Reichenbacher, Director - Construction Projects Mgmt.

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of June (m), 2026 (y), by Scott Reichenbacher, who is personally know to me or has produced _____ as identification.



Julia D. Harper

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District
•601 East County Lane •Lehigh Acres, FL 33936 •Phone: (239) 368-0044

REVISED 6-20-2022

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

ENGINEER

Name:	Johnson Engineering, LLC (David Trouteaud, P.E.)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2438	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Johnson Engineering, LLC (Debi Pendlebury)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2439	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.

APEX COMPANIES, LLC AND SUBSIDIARIES
2101 GAITHER RD, SUITE 500
ROCKVILLE, MD 20850

M&T BANK
Manufacturers and Traders Trust Company
65-11/550

603535

DATE
July 14, 2026

PAY Fifteen Thousand Two Hundred Seventy Two and 70/100 Dollars

AMOUNT
15,272.70

TO THE
ORDER
OF
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
601A EAST COUNTY LANE
LEHIGH ACRES, FL 33936

[Signature]
VOID AFTER 180 DAYS
MP

⑈603535⑈ ⑆055000⑆10⑆6⑆000000⑆27383⑈

Permit # 26-134

= \$ 1,950.00

BD R/w



7-653 W0424
NNNhs100%

LETTER OF TRANSMITTAL

Via: ☐ Fed Ex 2nd Day
☐ Overnight Delivery
☒ Hand Delivery

To: **Michael S. Cook, CDM**
Lehigh Acres – Municipal Services
Improvement District
601 A East County Lane
Lehigh acres, FL 33936

Date: **August 3, 2026**
Project No.: **20160021-006**
Project Name: **NNN High School – Offsite Utilities**
– Joel Blvd (FGUA)

We are sending you the following: ☐ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
1 Set		Signed and Sealed 100% Construction Plan sheets as requested
2 Thumb Drives		PDF's of plans for the 7 permits and Updated AutoCAD file.

These are transmitted as checked below:

- | | | |
|--|---|--|
| ☒ For approval | ☐ Approved as submitted | ☒ As requested |
| ☐ For your information | ☐ Approved as noted | ☐ See remarks |
| ☐ For review and comment | ☐ Returned for corrections | |

Remarks: Please let us know if you need anything further.

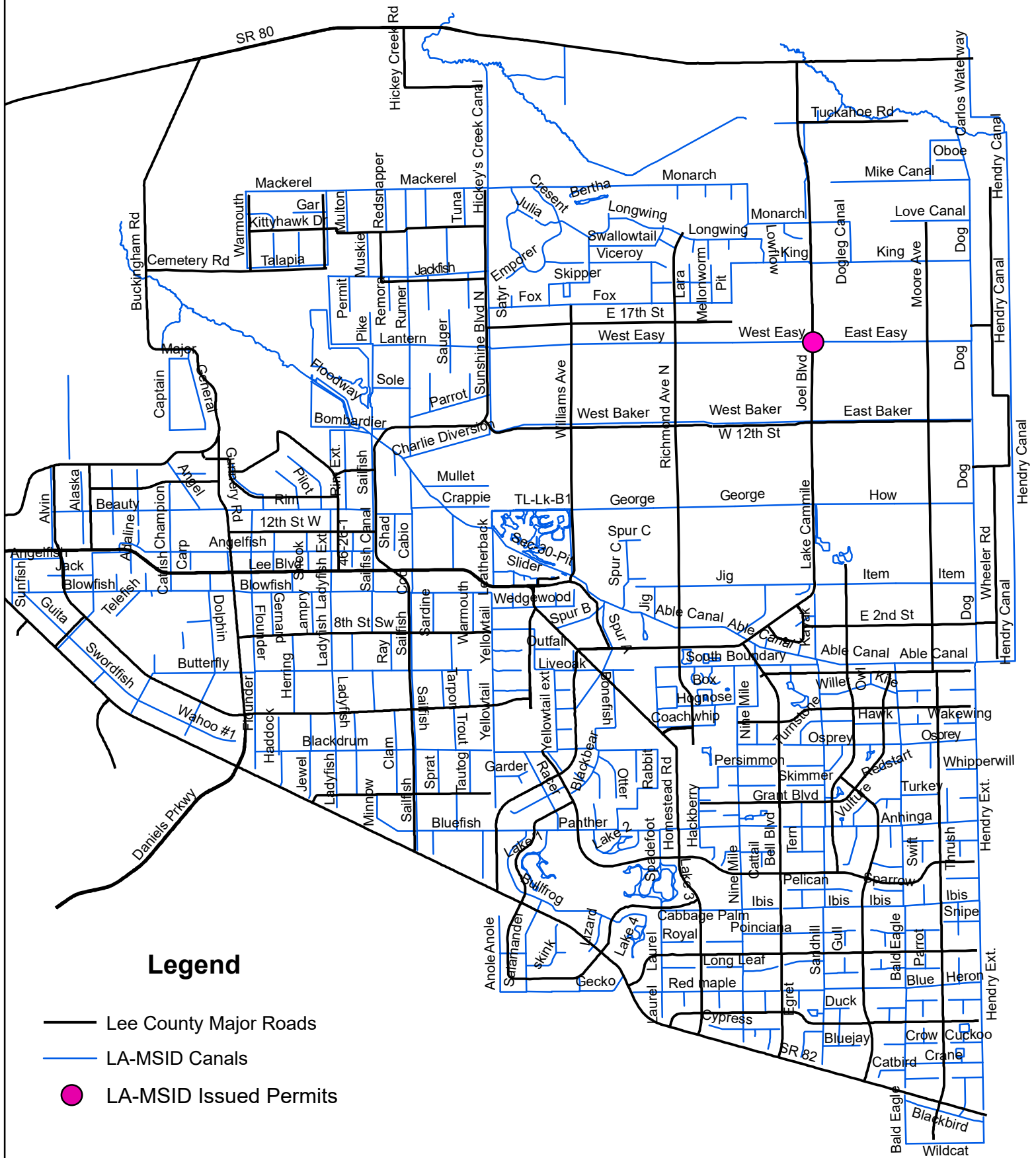
Copy: File: 20160021-006

Signed: 

Name: Lisa Baughman

Title: Administrative Services Manager

Permit # 2026-134



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-135 H.S. "NNN" – 14" WL Bore under W. Easy Canal (47-15-1) at Joel Blvd.

Meeting Date: August 17, 2026

Agenda Item # 2G

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

1 Recommended motion: Move to approve PER #26-135 H.S. "NNN" – 14" WL Bore under W. Easy Canal (47-15-1) at Joel Blvd., with any listed stipulations.

2 What the action accomplishes: Allows The School District of Lee County to install a water line under East Easy canal while ensuring they stay 10-feet below the bottom elevation of each canal.

3 Fiscal Impact: Permit Fee: \$1,950.00

4 Staff comments: Approved according to the revised plans submitted August 3, 2026.

5 Staff review and recommended approval:

☐ MANAGER	☐ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☐ ENGINEER	☐ CONTROLLER

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to The School Board of Lee County, 3308 Canal Street, Fort Myers, FL 33916, hereinafter referred to as the "Permittee") as a non-exclusive permit for a 14" water line (High School "NNN") directional bore under W. Easy Canal (47-15-1), along the west side of Joel Blvd., between E. 16th St. & E. 15th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-135

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-135 is approved according to the revised plans submitted August 3rd, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal or the lowest invert of any storm pipes, whichever is lower for the entire 80' width of the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All valves, valve boxes, fire hydrants, air release valves, manholes, clean-outs, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.

PART I



DATE SUBMITTED:

07 - 15 - 26

PERMIT #:

26 - 135

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Johnson Engineering, LLC PHONE #: (239) 461-2438
PROJECT NAME: NNN High School

TOTAL
ACREAGE:

N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: N/A

City:

State:

Zip:

STRAP NUMBERS (attach additional sheet if necessary):

1	5	-	4	4	-	2	7	-	L	2	-	2	2	0	0	4	-	0	0	6	0
1	0	-	4	4	-	2	7	-	0	0	-	0	0	0	0	1	-	0	0	0	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Offsite utility main for NNN High School. This section includes the 12" HDPE DR11 watermain crossing underneath Easy Canal.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1,950.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

Lehigh Acres Municipal Services Improvement District

•601 East County Lane •Lehigh Acres, FL 33936 •Phone: (239) 368-0044

REVISED 07/20/2022

RECEIVED

JUL 15 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	The School Board of Lee County					
Mailing Address:	Street:	3308 Canal Street				
City:	Fort Myers	State:	Florida	Zip:	33916	
Phone No.	Area Code:	239	Number:	479-4201	Ext.	
Fax No.	Area Code:		Number:	-		
E-mail Address:	ScottCR@leeschools.net					

B. Relationship of applicant to property*:

- ☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*
- ☐ Contract Purchaser* ☒ Other (indicate)* School Board

C.

Name of Developer:	Same as Applicant				
Mailing Address:	Street:				
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

D.

Name of Authorized Agent(s):	Johnson Engineering, LLC				
Mailing Address:	Street:	2122 Johnson Street			
City:	Fort Myers	State:	Florida	Zip:	33901
Phone No.	Area Code:	(239)	Number:	461-2438	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	David.Trouteaud@apexcos.com				

E.

Name of Property Owner:	N/A - ROW				
Mailing Address:	Street:				
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER: 15 - 44 - 27 - L2 - 22004 - 0060

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Scott Reichenbacher - SBLC	N/A
3308 Canal Street, Fort Myers	
Florida 33916	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Scott Reichenbacher

SIGNATURE OF APPLICANT

Scott Reichenbacher, Director - Construction Projects Mgmt.

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of June (m), 2026 (y), by Scott Reichenbacher who is personally know to me or has produced _____ as identification.



Julia D. Harper

SIGNATURE OF NOTARY PUBLIC

Julia D. Harper
PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	Johnson Engineering, LLC (David Trouteaud, P.E.)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2438	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Johnson Engineering, LLC (Debi Pendlebury)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2439	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.

APEX COMPANIES, LLC AND SUBSIDIARIES
2101 GAITHER RD, SUITE 500
ROCKVILLE, MD 20850

M&T BANK
Manufacturers and Traders Trust Company
65-11/550

603535

DATE
July 14, 2026

PAY Fifteen Thousand Two Hundred Seventy Two and 70/100 Dollars

AMOUNT

15,272.70

TO THE ORDER OF
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
601A EAST COUNTY LANE
LEHIGH ACRES, FL 33936

[Signature]

VOID AFTER 180 DAYS

MP

⑈603535⑈ ⑆055000110161000000127383⑈

Permit # 26-135

= \$1,950.00

80' RLW



7-653 W0424
NNNhs100%

LETTER OF TRANSMITTAL

Via: ☐ Fed Ex 2nd Day
☐ Overnight Delivery
☒ Hand Delivery

To: **Michael S. Cook, CDM**
Lehigh Acres – Municipal Services
Improvement District
601 A East County Lane
Lehigh acres, FL 33936

Date: **August 3, 2026**
Project No.: **20160021-006**
Project Name: **NNN High School – Offsite Utilities**
– Joel Blvd (FGUA)

We are sending you the following: ☐ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
1 Set		Signed and Sealed 100% Construction Plan sheets as requested
2 Thumb Drives		PDF's of plans for the 7 permits and Updated AutoCAD file.

These are transmitted as checked below:

- | | | |
|--|---|--|
| ☒ For approval | ☐ Approved as submitted | ☒ As requested |
| ☐ For your information | ☐ Approved as noted | ☐ See remarks |
| ☐ For review and comment | ☐ Returned for corrections | |

Remarks: Please let us know if you need anything further.

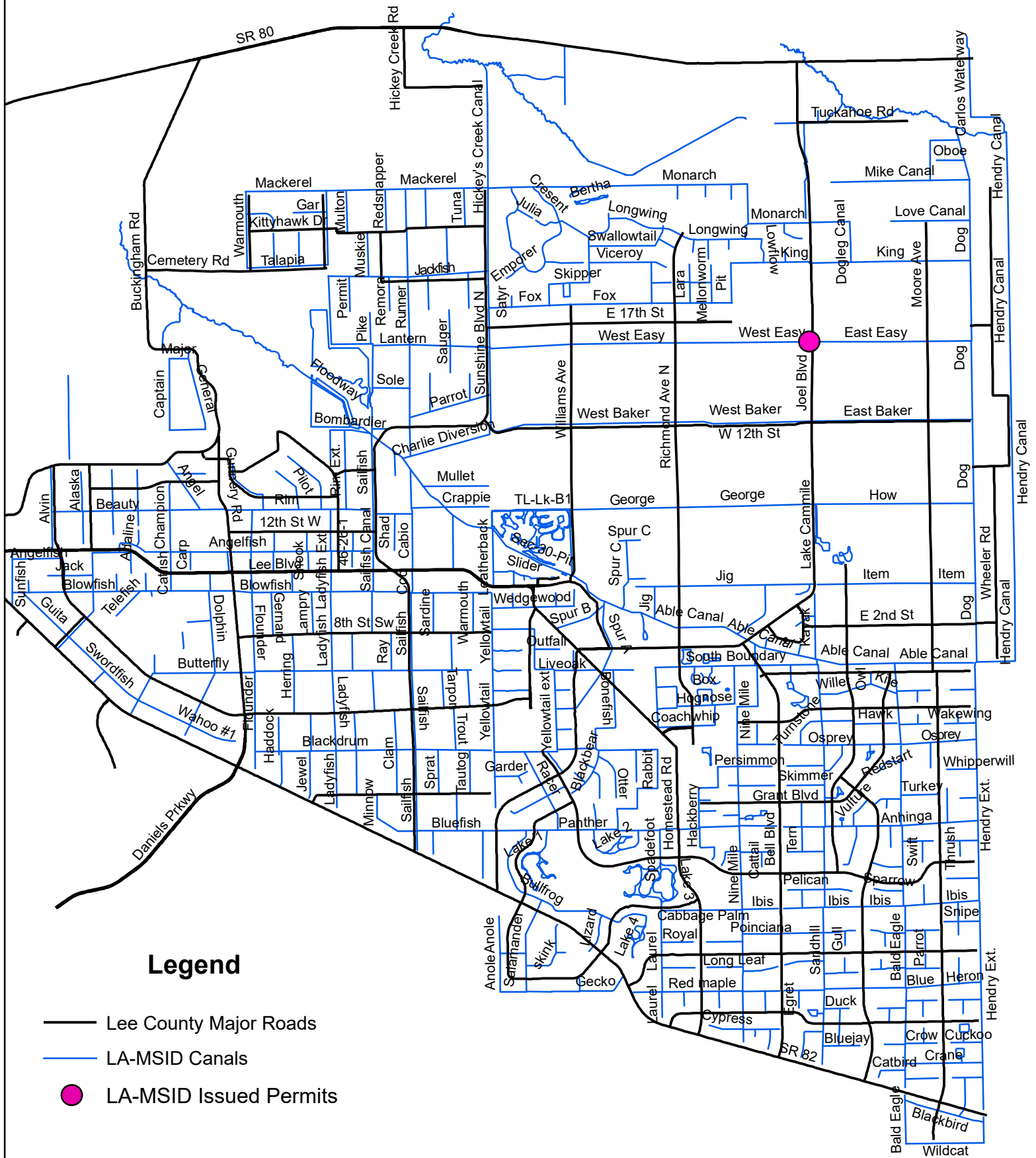
Copy: File: 20160021-006

Signed: 

Name: Lisa Baughman

Title: Administrative Services Manager

Permit # 2026-135



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-136 H.S. "NNN" – 12" FM Bore under E. King Canal (47-11-1) at Joel Blvd.

Meeting Date: August 17, 2026

Agenda Item # 2H

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

1 Recommended motion: Move to approve PER #26-136 H.S. "NNN" – 12" FM Bore under E. King Canal (47-11-1) at Joel Blvd., with any listed stipulations.

2 What the action accomplishes: Allows The School District of Lee County to install a wastewater force main under East King canal while ensuring they stay 10-feet below the bottom elevation of each canal.

Fiscal Impact: Permit Fee: \$1,950.00

Staff comments: Approved according to the revised plans submitted July 9, 2026.

Staff review and recommended approval:

☒ MANAGER	☐ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☒ ENGINEER	☒ CONTROLLER

Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to The School Board of Lee County, 3308 Canal Street, Fort Myers, FL 33916, hereinafter referred to as the "Permittee") as a non-exclusive permit for a 12" force main (High School "NNN") directional bore under E. King Canal (47-11-1), along the east side of Joel Blvd., between Mabry St. & E. 19th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-136

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-136 is approved according to the revised plans submitted August 3rd, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal or the lowest invert of any storm pipes, whichever is lower for the entire 80' width of the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All valves, valve boxes, fire hydrants, air release valves, manholes, clean-outs, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.

PART I



DATE SUBMITTED:

07 - 15 - 26

PERMIT #:

26 - 136

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Johnson Engineering, LLC PHONE #: (239) 461-2438

PROJECT NAME: NNN High School

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: N/A

City: State: Zip:

STRAP NUMBERS (attach additional sheet if necessary):

1	1	-	4	4	-	2	7	-	L	1	-	1	2	0	4	7	-	0	0	2	0
0	2	-	4	4	-	2	7	-	1	6	-	0	0	0	6	5	-	D	0	0	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Offsite utility main for NNN High School. This section includes the 12" HDPE DR11 force main crossing underneath King Canal.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1,950.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

RECEIVED

JUL 15 2026

Lehigh Acres Municipal Services Improvement District
601 East County Lane • Lehigh Acres, FL 33936 • Phone: (239) 368-0044

REVISED 07/20/2022

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II**OWNER/APPLICANT/ DEVELOPER
INFORMATION****A.**

Name of Applicant		The School Board of Lee County			
Mailing Address:		Street: 3308 Canal Street			
City:	Fort Myers	State:	Florida	Zip:	33916
Phone No.	Area Code:	239	Number:	479-4201	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:		ScottCR@leeschools.net			

B. Relationship of applicant to property*:

- ☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*
- ☐ Contract Purchaser* ☒ Other (indicate)* School Board

C.

Name of Developer:		Same as Applicant			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

D.

Name of Authorized Agent(s):		Johnson Engineering, LLC			
Mailing Address:		Street: 2122 Johnson Street			
City:	Fort Myers	State:	Florida	Zip:	33901
Phone No.	Area Code:	(239)	Number:	461-2438	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		David.Trouteaud@apexcos.com			

E.

Name of Property Owner:		N/A - ROW			
Mailing Address:		Street:			
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

1	1
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 -

4	4
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 -

2	7
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L	1
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1	2	0	4	7
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0	0	2	0
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Name and Address	Percentage of Ownership

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3308 Canal Street, Fort Myers	
Florida 33916	

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Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

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For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Scott Reichenbacher

SIGNATURE OF APPLICANT

Scott Reichenbacher, Director - Construction Projects Mgmt.

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of June (m), 2026 (y), by Scott Reichenbacher who is personally know to me or has produced _____ as identification.



Julia D. Harper

SIGNATURE OF NOTARY PUBLIC

Julia D. Harper

PRINTED NAME OF NOTARY PUBLIC

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PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	Johnson Engineering, LLC (David Trouteaud, P.E.)				
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OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Johnson Engineering, LLC (Debi Pendlebury)				
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Other Contact:					

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SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
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	1	Check for appropriate Permit Fees made out to LA-MSID.

APEX COMPANIES, LLC AND SUBSIDIARIES
2101 GAITHER RD, SUITE 500
ROCKVILLE, MD 20850

M&T BANK
Manufacturers and Traders Trust Company
65-11/550

603535

DATE

July 14, 2026

PAY Fifteen Thousand Two Hundred Seventy Two and 70/100 Dollars

AMOUNT

15,272.70

TO THE
ORDER
OF

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
601A EAST COUNTY LANE
LEHIGH ACRES, FL 33936

[Signature]

VOID AFTER 180 DAYS

MP

⑈603535⑈ ⑆055000⑆10⑆61000000⑆27383⑈

Permit #26-136
= \$1,950

80' R/W



7-653 W0424
NNNhs100%

LETTER OF TRANSMITTAL

Via: ☐ Fed Ex 2nd Day
☐ Overnight Delivery
☒ Hand Delivery

To: **Michael S. Cook, CDM**
Lehigh Acres – Municipal Services
Improvement District
601 A East County Lane
Lehigh acres, FL 33936

Date: **August 3, 2026**
Project No.: **20160021-006**
Project Name: **NNN High School – Offsite Utilities**
– Joel Blvd (FGUA)

We are sending you the following: ☐ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
1 Set		Signed and Sealed 100% Construction Plan sheets as requested
2 Thumb Drives		PDF's of plans for the 7 permits and Updated AutoCAD file.

These are transmitted as checked below:

- | | | |
|--|---|--|
| ☒ For approval | ☐ Approved as submitted | ☒ As requested |
| ☐ For your information | ☐ Approved as noted | ☐ See remarks |
| ☐ For review and comment | ☐ Returned for corrections | |

Remarks: Please let us know if you need anything further.

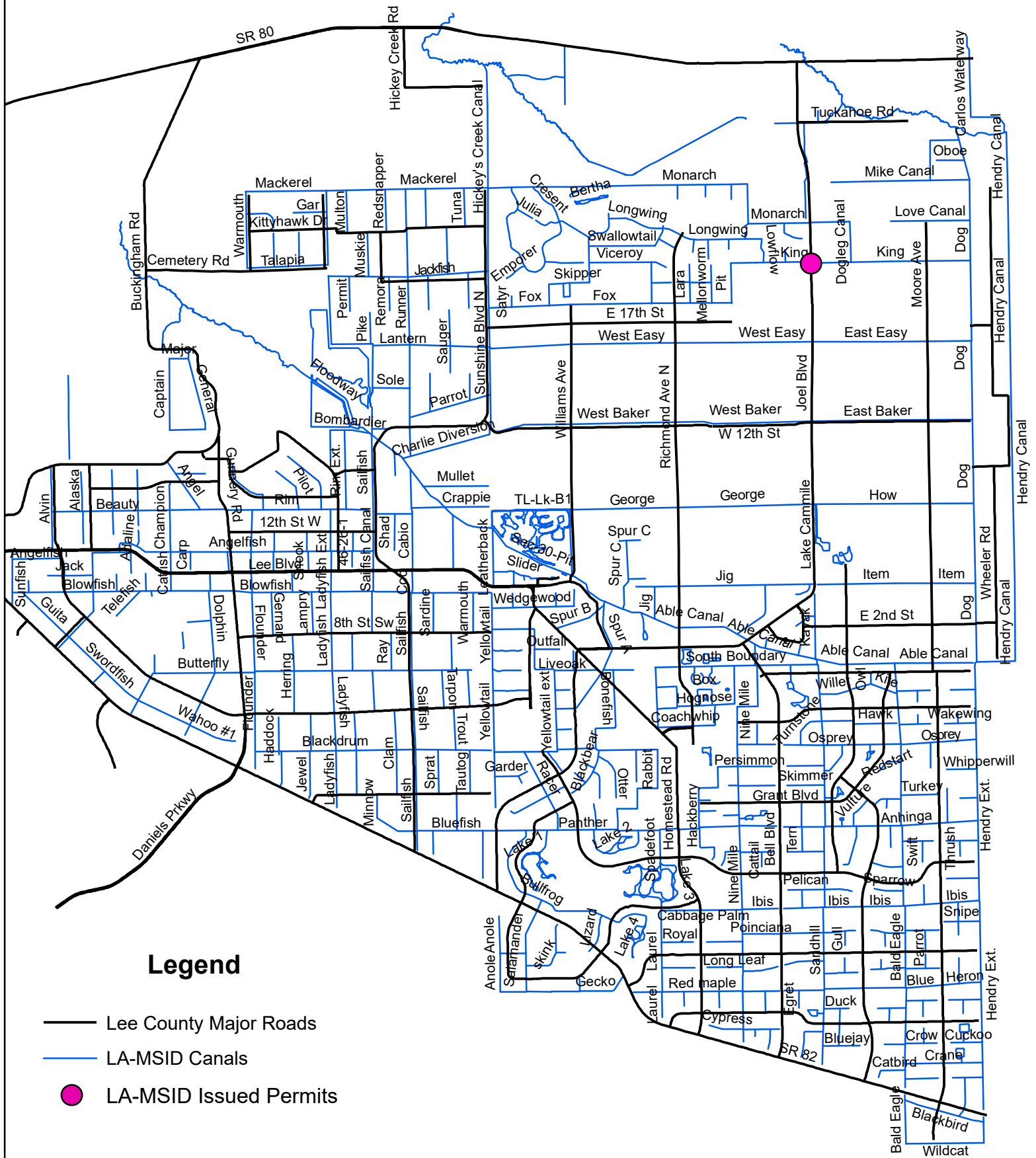
Copy: File: 20160021-006

Signed: 

Name: Lisa Baughman

Title: Administrative Services Manager

Permit # 2026-136



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-137 H.S. "NNN" – 14" WL Bore under W. King Canal (47-3-6) at Joel Blvd.

Meeting Date: August 17, 2026

Agenda Item # 2I

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☒ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

1 Recommended motion: Move to approve PER #26-137 H.S. "NNN" – 14" WL Bore under W. King Canal (47-3-6) at Joel Blvd., with any listed stipulations.

2 What the action accomplishes: Allows The School District of Lee County to install a water line under West King canal while ensuring they stay 10-feet below the bottom elevation of each canal.

3 Fiscal Impact: Permit Fee: \$3,272.70

4 Staff comments: Approved according to the revised plans submitted August 3, 2026.

5 Staff review and recommended approval:

☐ **MANAGER** ☐ **ASSISTANT DISTRICT MGR**

☐ **ATTORNEY** ☐ **FIELD SUPERINTENDENT**

☐ **ENGINEER** ☐ **CONTROLLER**

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to The School Board of Lee County, 3308 Canal Street, Fort Myers, FL 33916, hereinafter referred to as the "Permittee") as a non-exclusive permit for a 14" water line (High School "NNN") directional bore under W. King Canal (47-3-6), along the west side of Joel Blvd., between Mabry St. & E. 19th St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the "Property") to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee's use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT'S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT'S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee's facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT'S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee's facilities, equipment/or other improvements at no cost to DISTRICT.
6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S

use of the Property or causes a hazardous condition to exist.

7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and its Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the

terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-137

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-137 is approved according to the revised plans submitted August 3rd, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal or the lowest invert of any storm pipes, whichever is lower for the entire 168.18' width of the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All valves, valve boxes, fire hydrants, air release valves, manholes, clean-outs, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.

PART I



DATE SUBMITTED:

07 - 15 - 26

PERMIT #:

26 - 137

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Johnson Engineering, LLC PHONE #: (239) 461-2438
PROJECT NAME: NNN High School

TOTAL
ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: N/A

City: _____ State: _____ Zip: _____

STRAP NUMBERS (attach additional sheet if necessary):

1	0	-	4	4	-	2	7	-	0	0	-	0	0	0	0	1	-	0	0	0	0
0	3	-	4	4	-	2	7	-	L	3	-	0	2	0	1	0	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Offsite utility main for NNN High School. This section includes the 14"
HDPE DR11 watermain crossing underneath King Canal.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 3,272.70 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

RECEIVED
JUL 15 2026
LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	The School Board of Lee County				
Mailing Address:	Street:	3308 Canal Street			
City:	Fort Myers	State:	Florida	Zip:	33916
Phone No.	Area Code:	239	Number:	479-4201	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	ScottCR@leeschools.net				

B. Relationship of applicant to property*:

- ☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*
- ☐ Contract Purchaser* ☒ Other (indicate)* School Board

C.

Name of Developer:	Same as Applicant				
Mailing Address:	Street:				
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

D.

Name of Authorized Agent(s):	Johnson Engineering, LLC				
Mailing Address:	Street:	2122 Johnson Street			
City:	Fort Myers	State:	Florida	Zip:	33901
Phone No.	Area Code:	(239)	Number:	461-2438	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	David.Trouteaud@apexc.com				

E.

Name of Property Owner:	N/A - ROW				
Mailing Address:	Street:				
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

1	0
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 -

4	4
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 -

2	7
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0	0
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0	0	0	0	1
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0	0	0	0
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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Scott Reichenbacher - SBLC	N/A
3308 Canal Street, Fort Myers	
Florida 33916	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

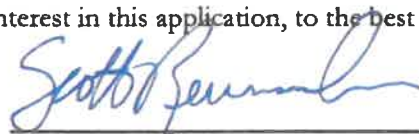
Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.



SIGNATURE OF APPLICANT

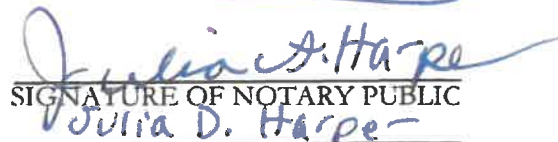
Scott Reichenbacher, Director - Construction Projects Mgmt.

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of June (m), 2026 (y), by Scott Reichenbacher who is personally know to me or has produced _____ as identification.





SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

ENGINEER

Name:	Johnson Engineering, LLC (David Trouteaud, P.E.)					
Mailing Address:	2122 Johnson Street					
City:	Fort Myers	State:	Florida	Zip:	33901	
Business No.	Area Code:	(239)	Number:	461-2438	Ext.	
Other Contact:						

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Johnson Engineering, LLC (Debi Pendlebury)					
Mailing Address:	2122 Johnson Street					
City:	Fort Myers	State:	Florida	Zip:	33901	
Business No.	Area Code:	(239)	Number:	461-2439	Ext.	
Other Contact:						

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.

APEX COMPANIES, LLC AND SUBSIDIARIES
2101 GAITHER RD, SUITE 500
ROCKVILLE, MD 20850

M&T BANK
Manufacturers and Traders Trust Company
65-11/550

603535

DATE

July 14, 2026

PAY Fifteen Thousand Two Hundred Seventy Two and 70/100 Dollars

AMOUNT

15,272.70

TO THE ORDER OF
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
601A EAST COUNTY LANE
LEHIGH ACRES, FL 33936

M. J. [Signature]

VOID AFTER 180 DAYS

MP

⑈603535⑈ ⑆055000110⑆61000000127383⑈

Permit # 26-137

= \$3,272.70

168.18' R/W



7-653 W0424
NNNhs100%

LETTER OF TRANSMITTAL

Via: ☐ Fed Ex 2nd Day
☐ Overnight Delivery
☒ Hand Delivery

To: **Michael S. Cook, CDM**
Lehigh Acres – Municipal Services
Improvement District
601 A East County Lane
Lehigh acres, FL 33936

Date: **August 3, 2026**
Project No.: **20160021-006**
Project Name: **NNN High School – Offsite Utilities**
– Joel Blvd (FGUA)

We are sending you the following: ☐ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
1 Set		Signed and Sealed 100% Construction Plan sheets as requested
2 Thumb Drives		PDF's of plans for the 7 permits and Updated AutoCAD file.

These are transmitted as checked below:

- | | | |
|--|---|--|
| ☒ For approval | ☐ Approved as submitted | ☒ As requested |
| ☐ For your information | ☐ Approved as noted | ☐ See remarks |
| ☐ For review and comment | ☐ Returned for corrections | |

Remarks: Please let us know if you need anything further.

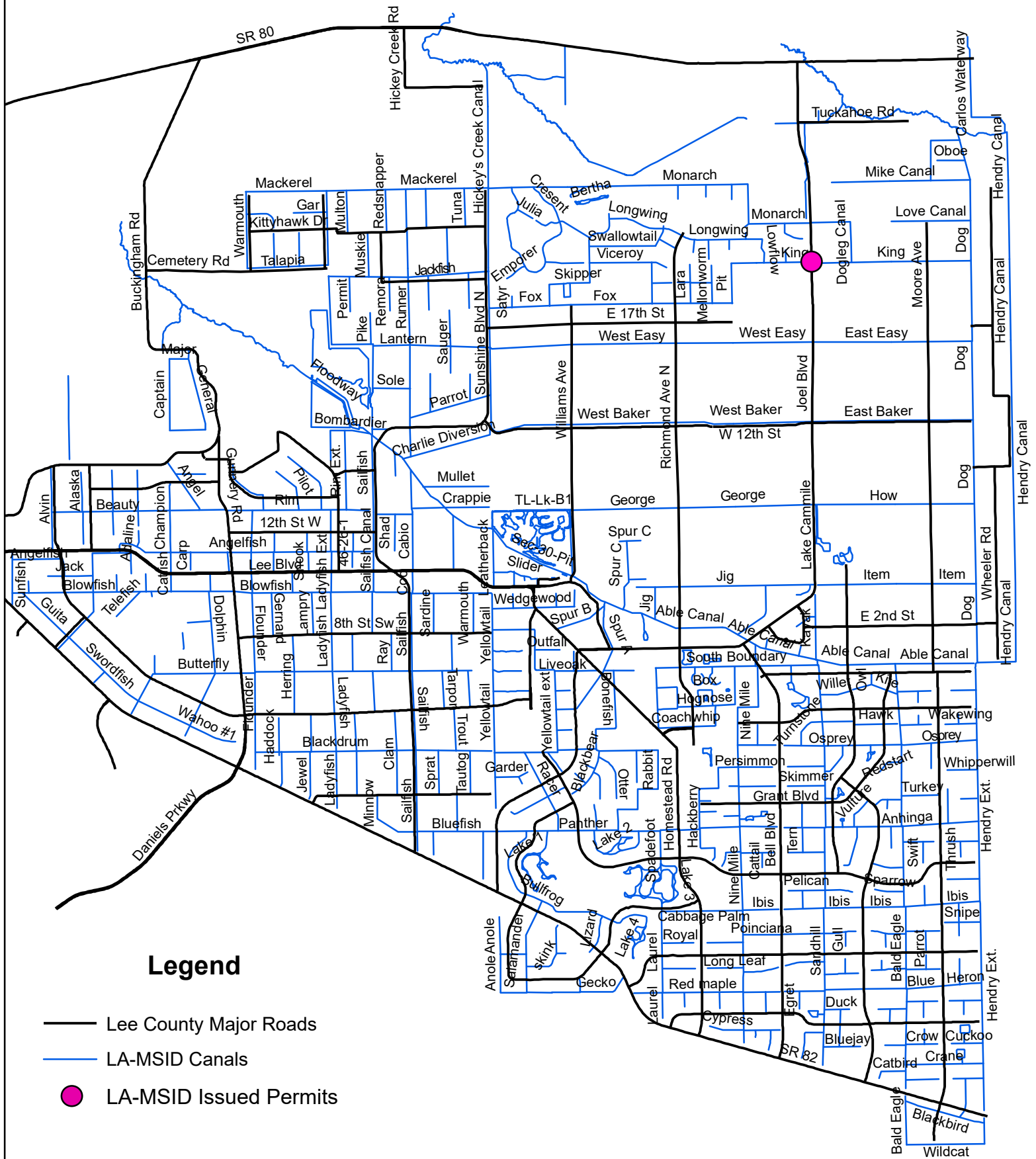
Copy: File: 20160021-006

Signed: 

Name: Lisa Baughman

Title: Administrative Services Manager

Permit # 2026-137



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-138 H.S. "NNN" – 12" FM Bore under Dogleg Canal (47-2-1) at Joel Blvd.

Meeting Date: 17-Aug-26

Agenda Item # 2J

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☐ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

1 Recommended motion: Move to approve PER #26-138 H.S. "NNN" – 12" FM Bore under Dogleg Canal (47-2-1) at Joel Blvd., with any listed stipulations.

2 What the action accomplishes: Allows The School District of Lee County to install a wastewater force main under Dog leg canal while ensuring they stay 10-feet below the bottom elevation of each canal.

3 Fiscal Impact: Permit Fee: \$1,950.00

4 Staff comments: Approved according to the revised plans submitted August 3, 2026.

5 Staff review and recommended approval:

☐ MANAGER	☐ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☐ ENGINEER	☐ CONTROLLER

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

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W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the “Property”) to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee’s use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT’S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT’S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee’s facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT’S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee’s facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions

attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-138

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-138 is approved according to the revised plans submitted August 3rd, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal or the lowest invert of any storm pipes, whichever is lower, for the entire 80' width of the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All valves, valve boxes, fire hydrants, air release valves, manholes, clean-outs, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.

PART I



DATE SUBMITTED:

07 - 15 - 26

PERMIT #:

26 - 138

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Johnson Engineering, LLC PHONE #: (239) 461-2438
PROJECT NAME: NNN High School

TOTAL
ACREAGE:

N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: N/A

City:

State:

Zip:

STRAP NUMBERS (attach additional sheet if necessary):

0	2	-	4	4	-	2	7	-	L	4	-	1	3	0	4	8	-	0	0	0	A
0	2	-	4	4	-	2	7	-	L	1	-	0	7	0	2	6	-	0	1	2	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Offsite utility main for NNN High School. This section includes the 12" HDPE DR11 force main crossing underneath Dogleg Canal.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 1,950.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

Lehigh Acres Municipal Services Improvement District

601 East County Lane • Lehigh Acres, FL 33936 • Phone: (239) 368-0044

REVISED 07/20/2022

RECEIVED

JUL 15 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant	The School Board of Lee County				
Mailing Address:	Street:	3308 Canal Street			
City:	Fort Myers	State:	Florida	Zip:	33916
Phone No.	Area Code:	239	Number:	479-4201	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	ScottCR@leeschools.net				

B. Relationship of applicant to property*:

☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*

☐ Contract Purchaser* ☒ Other (indicate)* School Board

C.

Name of Developer:	Same as Applicant				
Mailing Address:	Street:				
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

D.

Name of Authorized Agent(s):	Johnson Engineering, LLC				
Mailing Address:	Street:	2122 Johnson Street			
City:	Fort Myers	State:	Florida	Zip:	33901
Phone No.	Area Code:	(239)	Number:	461-2438	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	David.Trouteaud@apexcos.com				

E.

Name of Property Owner:	N/A - ROW				
Mailing Address:	Street:				
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

0	2
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 -

4	4
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 -

2	7
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 -

L	4
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 -

1	3	0	4	8
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0	0	0	A
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1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Scott Reichenbacher - SBLC	N/A
3308 Canal Street, Fort Myers	
Florida 33916	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.



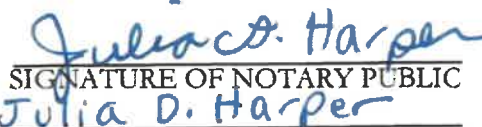
SIGNATURE OF APPLICANT

Scott Reichenbacher, Director - Construction Projects Mgmt.
PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of June (m), 2026 (y), by Scott Reichenbacher who is personally know to me or has produced _____ as identification.





SIGNATURE OF NOTARY PUBLIC

Julia D. Harper
PRINTED NAME OF NOTARY PUBLIC

Lehigh Acres Municipal Services Improvement District
•601 East County Lane •Lehigh Acres, FL 33936 •Phone: (239) 368-0044

REVISED 07/20/2022

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	Johnson Engineering, LLC (David Trouteaud, P.E.)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2438	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Johnson Engineering, LLC (Debi Pendlebury)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2439	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.

APEX COMPANIES, LLC AND SUBSIDIARIES
2101 GAITHER RD, SUITE 500
ROCKVILLE, MD 20850

M&T BANK
Manufacturers and Traders Trust Company
65-11/550

603535

DATE
July 14, 2026

PAY Fifteen Thousand Two Hundred Seventy Two and 70/100 Dollars

AMOUNT
15,272.70

TO THE
ORDER
OF LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
601A EAST COUNTY LANE
LEHIGH ACRES, FL 33936

[Signature]

VOID AFTER 180 DAYS

MP

⑈603535⑈ ⑆055000⑆ ⑆01⑆ ⑆1000000⑆ ⑆27383⑈

Permit #26-138
= \$1,950.00

80' R/W



7-653 W0424
NNNhs100%

LETTER OF TRANSMITTAL

Via: ☐ Fed Ex 2nd Day
☐ Overnight Delivery
☒ Hand Delivery

To: **Michael S. Cook, CDM**
Lehigh Acres – Municipal Services
Improvement District
601 A East County Lane
Lehigh acres, FL 33936

Date: **August 3, 2026**
Project No.: **20160021-006**
Project Name: **NNN High School – Offsite Utilities**
– Joel Blvd (FGUA)

We are sending you the following: ☐ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
1 Set		Signed and Sealed 100% Construction Plan sheets as requested
2 Thumb Drives		PDF's of plans for the 7 permits and Updated AutoCAD file.

These are transmitted as checked below:

- | | | |
|--|---|--|
| ☒ For approval | ☐ Approved as submitted | ☒ As requested |
| ☐ For your information | ☐ Approved as noted | ☐ See remarks |
| ☐ For review and comment | ☐ Returned for corrections | |

Remarks: Please let us know if you need anything further.

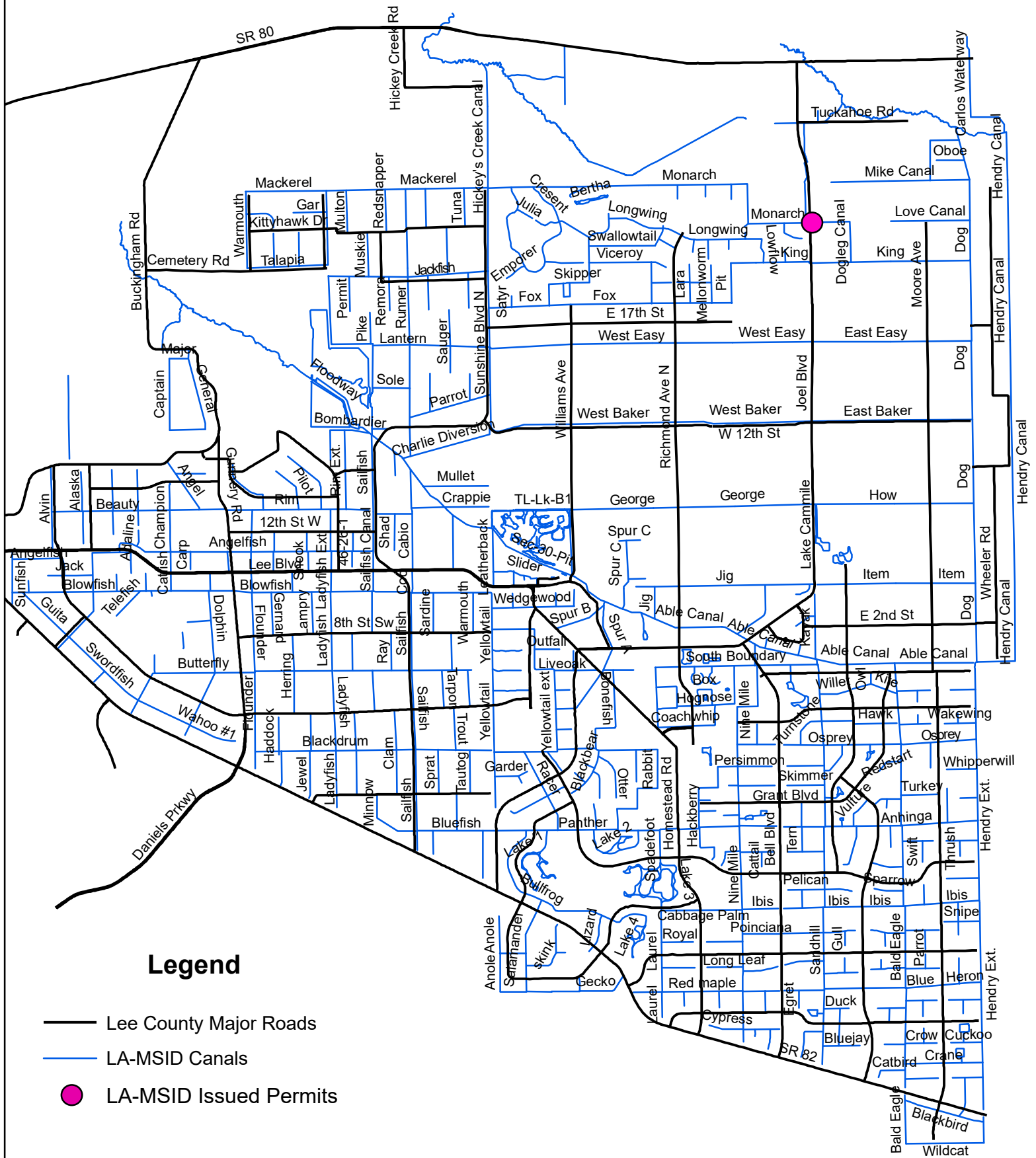
Copy: File: 20160021-006

Signed: 

Name: Lisa Baughman

Title: Administrative Services Manager

Permit # 2026-138



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-139 H.S. "NNN" – 14" WL Bore under Monarch Canal (47-3-1) at Joel Blvd.

Meeting Date: 17-Aug-26

Agenda Item # 2K

☒ **CONSENT** ☐ **ACTION** ☐ **OLD BUSINESS** ☐ **NEW BUSINESS**

Request Initiated By: ☐ **COMMISSIONER** _____ ☐ **ATTORNEY**

☐ **BOARD** ☐ **MANAGER** ☐ **ENGINEER** ☐ **AUDITOR**

- 1 Recommended motion:** Move to approve PER #26-139 H.S. "NNN" – 14" WL Bore under Monarch Canal (47-3-1) at Joel Blvd., with any listed stipulations.
- 2 What the action accomplishes:** Allows The School District of Lee County to install a water line under Monarch canal while ensuring they stay 10-feet below the bottom elevation of each canal.
- 3 Fiscal Impact:** Permit Fee: \$2,250.00
- 4 Staff comments:** Approved according to the revised plans submitted August 3, 2026.

5 Staff review and recommended approval:

☐ MANAGER	☐ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☐ ENGINEER	☐ CONTROLLER

6 Board Action:

☐ **APPROVED** ☐ **DENIED** ☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 17th day of August, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as “DISTRICT”), 601 East County Lane, Lehigh Acres, Florida 33936, to The School Board of Lee County, 3308 Canal Street, Fort Myers, FL 33916, hereinafter referred to as the “Permittee”) as a non-exclusive permit for a 14” water line (High School “NNN”) directional bore under Monarch Canal (47-3-1), along the west side of Joel Blvd., between Wyandotte Ave. & Jetridge St., in Lehigh Acres, FL.

W I T N E S S E T H:

1. In the event the DISTRICT is not the fee title owner of the real property (the “Property”) to which this Permit is applicable, the Permittee agrees, prior to commencement, to obtain all necessary consents from the fee title owners of the Property.
2. This Permit does not constitute a waiver of the necessity by the Permittee to obtain such other necessary and appropriate permits required by other governmental bodies or agencies; therefore the Permittee, prior to commencement, is required to obtain any and all other applicable federal, state, and local permits required in connection with Permittee’s use of the Property and agrees that at all times it will comply with the requirements of all federal, state and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Property by the Permittee.
3. Permittee understands and agrees that the use of the Property pursuant to this Permit is subordinate to the rights and interests of the DISTRICT and to the extent applicable that of the fee title owner of the Property. Further, Permittee does hereby stipulate that the Permittee is not relying upon any representations whatsoever by the DISTRICT regarding the DISTRICT’S right, title, interest, or ownership as to the Property for which this Permit is applicable.
4. The Permittee, by accepting this permit, specifically agrees to allow authorized District Personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
 - a. Having access to and copying any records that must be kept under the conditions of the permit;
 - b. Reviewing the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or District rules.
5. The DISTRICT specifically reserves the right to maintain its facilities located over, under or upon the Property; to make improvements; add additional facilities; maintain, construct or alter its roads; maintain any facilities, devices, or improvements on the Property which aid in or are necessary to the DISTRICT’S operation; and the right to enter upon the Property at all times for such purposes. Permittee understands that in the exercise of such rights and interest, the DISTRICT may require Permittee, at no cost to DISTRICT, to relocate, alter, or remove the Permittee’s facilities and equipment or other improvements made by Permittee pursuant to this Permit which interfere with or prevent the DISTRICT, in the DISTRICT’S opinion, from properly and faithfully constructing, improving and maintaining its facilities. If the Permittee should fail to relocate, alter, or remove the Permittee's facilities, equipment or other improvements made by the Permittee pursuant to this Permit within a reasonable time period following receipt of notice from the DISTRICT requesting same, then in that event the DISTRICT shall have the right to enter upon the lands and make such relocation, alterations or removal of the Permittee’s facilities, equipment/or other improvements at no cost to DISTRICT.

6. Permittee agrees that it will not use the Property in any manner which interferes with the DISTRICT'S use of the Property or causes a hazardous condition to exist.
7. The DISTRICT assumes no responsibility for the ownership, operation and/or maintenance of the Permittee's facilities as permitted herein.
8. The Permittee agrees to backfill any excavation it makes within the Property and to repair or replace (i) any below-grade authorized facilities and features located therein, including but not limited to: water, sewer, stormwater or irrigation facilities, structures or appurtenances and (ii) as to at or above-grade facilities and features, this requirement shall only be applicable to grasses and sod, sidewalks, and roadway improvements (the term roadway improvements shall include but not be limited to curbing, roadway base, sub grade and asphaltic or concrete surfaces) which are removed or damaged as a direct result of said excavation. Such repair or replacement shall substantially restore these features to their condition as it existed immediately prior to the event precipitating the excavation.
9. All below-grade Permittee installations, including water and sewer lines, whether sub aqueous or not, together with appurtenant facilities, shall be located underground and have a minimum ground cover of thirty inches (30") below original design profile grade, including District waterways and roadways.
10. All Permittee activity related to sub aqueous utility, water and/or sewer lines, including appurtenant facilities, shall be conducted in such fashion that the primary functional purpose of the canal or lake body facility, specifically flood control, within which the activity is taking place is not adversely affected. More specifically, sub aqueous construction shall conform to the criteria given in the Lehigh Acres Municipal Services Improvement District (Lehigh Acres – MSID) Administrative Policy and Procedures.
11. Permittee shall, at no expense to DISTRICT and within a reasonable time following notice, adjust the positions and elevations of its facilities as may be required in connection with future improvements to, or construction of, works of the DISTRICT.
12. Permittee does hereby indemnify and hold harmless the DISTRICT, its Board of Commissioners, officers, personnel, and it's Engineers against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out or result from the implementation of the proposed project by the Permittee or that may be caused by a failure of DISTRICT facilities or property.
13. The Permittee shall be obligated at the time of submission of its Permit application, to provide a detail of any other existing improvements located over, under, upon or through the Property and the Permittee's accompanying plans and specifications shall clearly indicate how the Permittee will comply with required clearances between the requested permitted activity and existing improvements located over, under and upon the Property, including compliance with other permitted users duly adopted and published standards.
14. Permittee shall reimburse the DISTRICT for its legal, engineering and other expenses incurred as a result of the implementation of the proposed project.
15. If Permittee should violate any of the terms or conditions of the Permit and shall not correct or remedy same within ten (10) days of receiving written notice of said violation from the DISTRICT, then in that event, the DISTRICT may, at its option, revoke, cancel and terminate this Permit.
16. This Permit may not be assigned by the Permittee without the prior written approval of the DISTRICT.
17. Unless otherwise adjusted, modified or terminated as set forth hereinabove, including the Conditions

attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

18. In any litigation, including breach, enforcement or interpretation arising out of this Permit, the prevailing party to this Permit shall be entitled to recover reasonable attorney's fees, costs and expenses related to said action from the non-prevailing party.
19. That attached hereto are Supplemental Conditions to this Permit which are incorporated herein and made a part hereof.

LEHIGH ACRES – MUNICIPAL SERVICES IMPROVEMENT DISTRICT

BY: _____

NAME TYPED: David E. Lindsay

TITLE: District Manager

SUPPLEMENTAL CONDITIONS TO PERMIT NO. 26-139

A. GENERAL CONDITIONS

1. Notification shall be given by the Permittee to the District Engineer, AIM Engineering, at 239-332-4569 forty-eight (48) hours prior to commencement of the permitted activity. The District Engineer shall establish points of construction, if applicable, which will require inspection by the District Engineer prior to construction of the permitted activity. When the Permittee considers the permitted activity complete, the Permittee shall notify the District Engineer and schedule an on-site final inspection which shall be held in the presence of a representative of the Permittee and the District Engineer.

2. The permitted activity shall be implemented, constructed and/or installed in full accordance with the approved plans and specifications within six (6) full calendar years from the date of permit approval. Deviations from the approved plans or specifications shall be coordinated with and approved by the District Engineer prior to implementation of any such deviation.

3. When working in a District road right-of-way, not more than one-half ($\frac{1}{2}$) of the road or street shall be closed and traffic shall be controlled so as to provide for the safety and minimum hindrance to the public. All traffic control operations shall conform to the most current issue of the Florida Department of Transportation publication "Manual on Traffic Controls and safe Practices for Street and Highway Construction, Maintenance and Utility Operations."

4. The District Engineer shall be the final authority as to the quality and quantity of the material and works required to satisfy the terms and conditions of this Permit as they relate to District improvements and facilities.

5. Upon completion of the permitted activity and after its final review and acceptance by the District Engineer THE PERMITTEE SHALL DELIVER TO THE DISTRICT OFFICE ONE COMPLETE SET OF THE FINAL "RECORD DRAWINGS." FAILURE TO PROVIDE THE FINAL RECORD DRAWINGS MAY RESULT IN THE REVOCATION, CANCELLATION AND TERMINATION OF THIS PERMIT.

6. The above Conditions shall be continuing obligations of the Permittee and shall be complied with in the event of any subsequent maintenance, repair, replacement or modification of the permitted improvement.

Stipulations:

- 1). Permit #26-139 is approved according to the revised plans submitted August 3rd, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal or the lowest invert of any storm pipes, whichever is lower, for the entire 100' width of the canal right of way.
- 3). Permanent utility markers, (at least 4' high) with the utility companies contact information clearly labeled on it, must be installed at each canal right of way line over top the proposed line.
- 4). All valves, valve boxes, fire hydrants, air release valves, manholes, clean-outs, etc. must be located outside of the canal right of way and not interfere with the District's canal maintenance activities.
- 5). All canal R/W that is disturbed must be restored with sod and maintained until well established (no seeding will be allowed).
- 6). Boring contractor is not allowed to pump water out of the LAMSID canals for their boring operations unless they apply for and receive a water use permit from LAMSID.
- 7). The Permittee will be responsible for any repairs, alterations, or relocation of the utility if required for repairs or maintenance of the canal in the future.
- 8). Provide LAMSID with a copy of your record drawings and a copy of your bore depth logs showing where your utilities are located within the canal R/W and at what elevation they are located, within 30 days following completion of the improvements.
- 9). Lee County DOT must review and approve the utility work that is outside of the canal right of way along Joel Blvd.

PART I



DATE SUBMITTED:

07 - 15 - 26

PERMIT #:

26 - 139

APPLICATION FOR A PERMIT

*Note: The review of permit applications will be conducted per the Lehigh Acres Municipal Services Improvement District's Administrative Policy and Procedures

AGENT NAME: Johnson Engineering, LLC PHONE #: (239) 461-2438
PROJECT NAME: NNN High School

TOTAL
ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):

Mailing Address: N/A

City: State: Zip:

STRAP NUMBERS (attach additional sheet if necessary):

0	3	-	4	4	-	2	7	-	L	3	-	0	1	0	0	1	-	0	1	9	0
0	3	-	4	4	-	2	7	-	L	2	-	0	1	0	0	A	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Offsite utility main for NNN High School. This Section includes the 14" HDPE DR11 watermain crossing underneath Monarch Canal.

Is the project proposed to be developed in phases? ☐ Yes ☒ No

Estimated # of Phases:	1
*Permit Fee:	\$ 2,250.00 (to be verified by staff)

* See Administrative Policy and Procedures Sections 4.15 – 4.17 for current Permit Fee Amount.

RECEIVED

JUL 15 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

PART II**OWNER/APPLICANT/ DEVELOPER
INFORMATION****A.**

Name of Applicant	The School Board of Lee County				
Mailing Address:	Street:	3308 Canal Street			
City:	Fort Myers	State:	Florida	Zip:	33916
Phone No.	Area Code:	239	Number:	479-4201	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:	ScottCR@leeschools.net				

B. Relationship of applicant to property*:

- ☐ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*
- ☐ Contract Purchaser* ☒ Other (indicate)* School Board

C.

Name of Developer:	Same as Applicant				
Mailing Address:	Street:				
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

D.

Name of Authorized Agent(s):	Johnson Engineering, LLC				
Mailing Address:	Street:	2122 Johnson Street			
City:	Fort Myers	State:	Florida	Zip:	33901
Phone No.	Area Code:	(239)	Number:	461-2438	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:	David.Trouteaud@apexcos.com				

E.

Name of Property Owner:	N/A - ROW				
Mailing Address:	Street:				
City:		State:		Zip:	
Phone No.	Area Code:	()	Number:	-	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:					

*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER: 03 - 44 - 27 - L3 - 01001 - 0190

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
Scott Reichenbacher - SBLC	N/A
3308 Canal Street, Fort Myers	
Florida 33916	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest

5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest

Date of Contract (mm/dd/yy): / /

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Scott Reichenbacher

SIGNATURE OF APPLICANT

Scott Reichenbacher, Director - Construction Projects Mgmt.

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of June (m), 2026 (y), by Scott Reichenbacher who is personally know to me or has produced _____ as identification.



Julia D. Harper

SIGNATURE OF NOTARY PUBLIC

Julia D. Harper
PRINTED NAME OF NOTARY PUBLIC

PART IV

EXPLANATION

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at la-msid.com/.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	()	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	Johnson Engineering, LLC (David Trouteaud, P.E.)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2438	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:	Johnson Engineering, LLC (Debi Pendlebury)				
Mailing Address:	2122 Johnson Street				
City:	Fort Myers	State:	Florida	Zip:	33901
Business No.	Area Code:	(239)	Number:	461-2439	Ext.
Other Contact:					

PART VI

SUBMITTALS

NO. OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		ITEMS REQUIRED FOR INITIAL SUBMITTAL
	2	Construction/Development Plans signed and sealed by a Licensed Florida Professional Engineer including: 1. Location map showing the location of the proposed project in relation to adjacent streets and LA-MSID facilities. 2. Details of proposed works that fully communicate the work and/or use desired (i.e. Existing Conditions Survey, Proposed Site Plan, Paving Grading & Drainage Plan, Cross Sections, Element Details, and Erosion Control Plan sheets). 3. Sufficient survey data to determine elevations, property and ROW lines, limits of existing and proposed conditions, and notation of utilized vertical datum (NAVD/NGVD).
	2	Stormwater Drainage Calculations signed and sealed by a Licensed Florida Professional Engineer including, but not limited to, computer stormwater routing modeling data (ICPR4, Cascade, etc.) to verify compliance with the Design Criteria (input summary data below): Water Quality Volume (Required): _____ (ACRE-FT) Water Quality Volume (Provided): _____ (ACRE-FT) Control Elevation: _____ (FT-NGVD) Minimum Road/Parking Elevation: _____ (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: _____ (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: _____ (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
	2	Flash Drive / CD containing plans in both AutoCAD (.dwg file drawn in "State Plane Coordinates") and PDF formats.
	2	Permit Application (PARTS I & II)
	2	Disclosure of Owner Form (signed and notarized) (PART III)
	2	Professional Consultant Form & Submittals (PARTS V & VI)
	2	Copy of Approved FDEP Notice of Intent (NOI) for all sites one (1) acre and greater in size.
	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
	1	Check for appropriate Permit Fees made out to LA-MSID.

APEX COMPANIES, LLC AND SUBSIDIARIES
2101 GAITHER RD, SUITE 500
ROCKVILLE, MD 20850

M&T BANK
Manufacturers and Traders Trust Company
65-11/550

603535

DATE

July 14, 2026

PAY Fifteen Thousand Two Hundred Seventy Two and 70/100 Dollars

AMOUNT

15,272.70

TO THE ORDER OF LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
601A EAST COUNTY LANE
LEHIGH ACRES, FL 33936

M&T Bank

VOID AFTER 180 DAYS

MP

⑈603535⑈ ⑆055000110161000000127383⑈

Permit # 26-139

= \$2,250.00

100' R/W

APEX COMPANIES, LLC AND SUBSIDIARIES
2101 GAITHER RD, SUITE 500
ROCKVILLE, MD 20850

M&T BANK
Manufacturers and Traders Trust Company
65-11/550

603535

DATE

July 14, 2026

PAY Fifteen Thousand Two Hundred Seventy Two and 70/100 Dollars

AMOUNT

15,272.70

TO THE
ORDER
OF LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
601A EAST COUNTY LANE
LEHIGH ACRES, FL 33936

M&T Bank

VOID AFTER 180 DAYS

MP

⑈603535⑈ ⑆055000⑆ ⑆01⑆ ⑆000000⑆ ⑆27383⑈

Permit #26-133 = \$1,950.00

Permit #26-134 = \$1,950.00

Permit #26-135 = \$1,950.00

Permit #26-136 = \$1,950.00

Permit #26-137 = \$3,272.70

Permit #26-138 = \$1,950.00

Permit #26-139 = \$2,250.00

\$15,272.70

High School
"NNN"
Utility Lines



7-653 W0424
NNNhs100%

LETTER OF TRANSMITTAL

Via: ☐ Fed Ex 2nd Day
☐ Overnight Delivery
☒ Hand Delivery

To: **Michael S. Cook, CDM**
Lehigh Acres – Municipal Services
Improvement District
601 A East County Lane
Lehigh acres, FL 33936

Date: **August 3, 2026**
Project No.: **20160021-006**
Project Name: **NNN High School – Offsite Utilities**
– Joel Blvd (FGUA)

We are sending you the following: ☐ Attached ☐ Under Separate Cover

Copies	Drawing No.	Description
1 Set		Signed and Sealed 100% Construction Plan sheets as requested
2 Thumb Drives		PDF's of plans for the 7 permits and Updated AutoCAD file.

These are transmitted as checked below:

- | | | |
|--|---|--|
| ☒ For approval | ☐ Approved as submitted | ☒ As requested |
| ☐ For your information | ☐ Approved as noted | ☐ See remarks |
| ☐ For review and comment | ☐ Returned for corrections | |

Remarks: Please let us know if you need anything further.

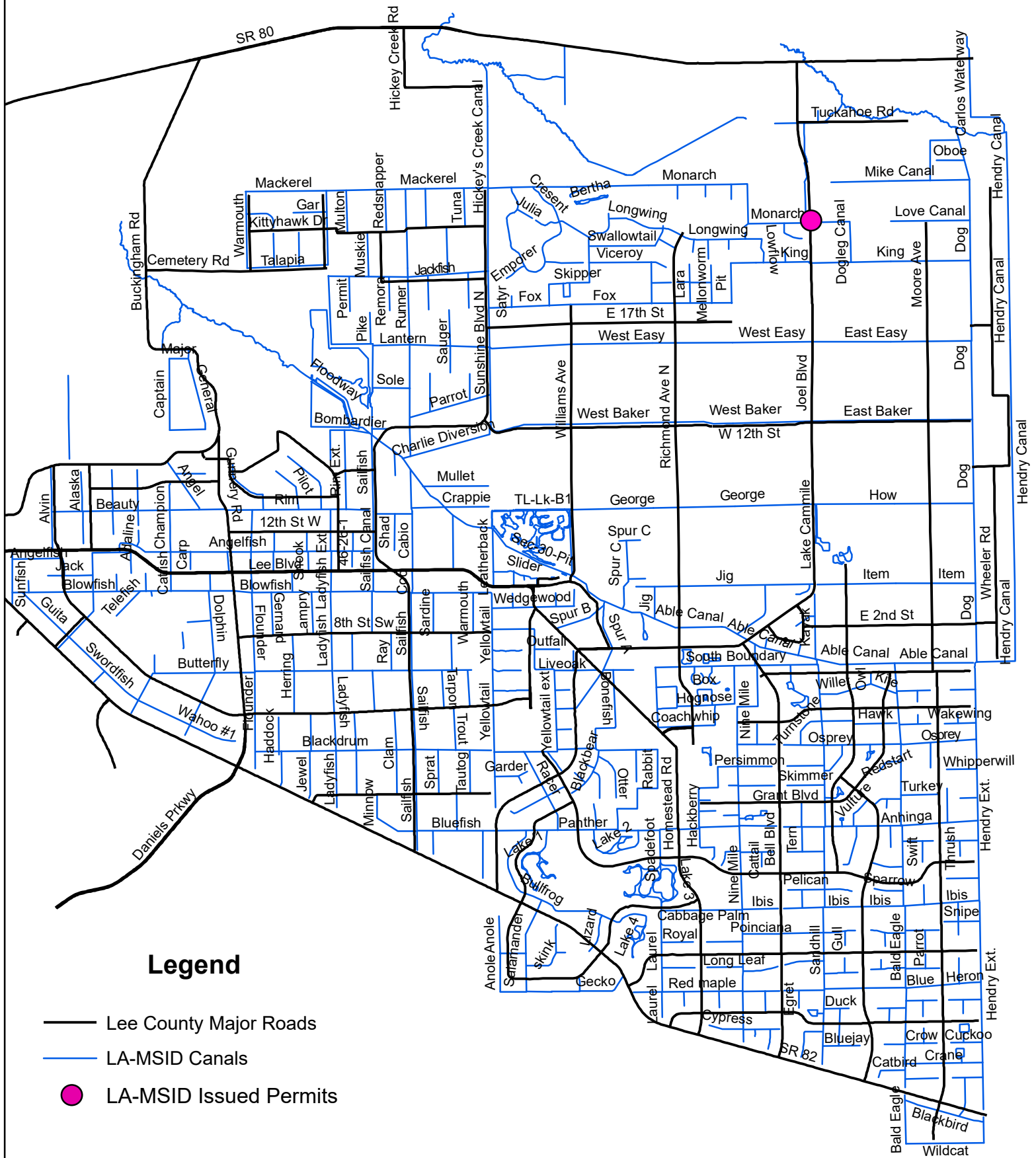
Copy: File: 20160021-006

Signed: 

Name: Lisa Baughman

Title: Administrative Services Manager

Permit # 2026-139



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: 2026/2027 Board Meeting Dates

Meeting Date: August 17, 2026

Agenda Item # 3B

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve the attached Board Meeting Dates for fiscal year 2026-2027.

2 What the action accomplishes: Approves most monthly dates on the 4th Monday, with an adjustment in November and December due to the holidays.

3 Fiscal Impact: \$300 to \$400 for advertising.

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☐ FIELD DIRECTOR
☐ ENGINEER	☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

NOTICE OF MEETINGS
FISCAL YEAR 2026 – 2027
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

THE REGULAR MONTHLY MEETINGS AND BUDGET HEARINGS, OF THE BOARD OF COMMISSIONERS OF THE LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, LEHIGH ACRES, FLORIDA WILL BE HELD ON THE FOLLOWING DATES AT 6:00 P.M., (unless otherwise specified) AT THE LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, 601 EAST COUNTY LANE, LEHIGH ACRES, FLORIDA, 33936.

October 26, 2026	MONDAY	May 24, 2027	MONDAY
November 16, 2026	MONDAY	June 28, 2027	MONDAY
December 14, 2026	MONDAY	July 26, 2027	MONDAY 5:00 PM BUDGET HEARING
January 25, 2027	MONDAY	July 26, 2027	MONDAY
February 22, 2027	MONDAY	August 23, 2027	MONDAY 5:00 PM BUDGET HEARING
March 22, 2027	MONDAY	August 23, 2027	MONDAY
April 26, 2027	MONDAY	Sept. 27, 2027	MONDAY

THIS NOTICE ADVISES THAT, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT BOARD OF COMMISSIONERS, WITH RESPECT TO ANY MATTER CONSIDERED AT THESE MEETINGS, HE WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ADDITION, THE BOARD MAY CONDUCT SUCH OTHER SPECIAL MEETINGS AS REQUIRED WHICH WILL BE ADVERTISED SEVEN (7) DAYS PRIOR TO THE MEETINGS.

ANY INTERESTED PARTY DESIRING TO APPEAR BEFORE THE BOARD MAY DO SO ON THE DATES AND PLACE LISTED ABOVE.

SPECIAL REQUIREMENTS: IF YOU REQUIRE SPECIAL AID OR SERVICES AS ADDRESSED IN THE AMERICAN DISABILITIES ACT, PLEASE CONTACT HUMAN RESOURCES AT THE LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT OFFICE AT (239) 368-0044, NO LESS THAN FIVE (5) DAYS PRIOR TO THE ABOVE STATED MEETING DATE.

DAVID E. LINDSAY
DISTRICT MANAGER

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Changes to Job Description(s)

Meeting Date: August 17, 2026

Agenda Item # 3C

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve the changes to the following job descriptions as attached.

2 What the action accomplishes: Adjustments made to reflect the amount of difficulty for each position and to level out the pay scales and the organizational chart.

3 Fiscal Impact:

4 Staff comments:

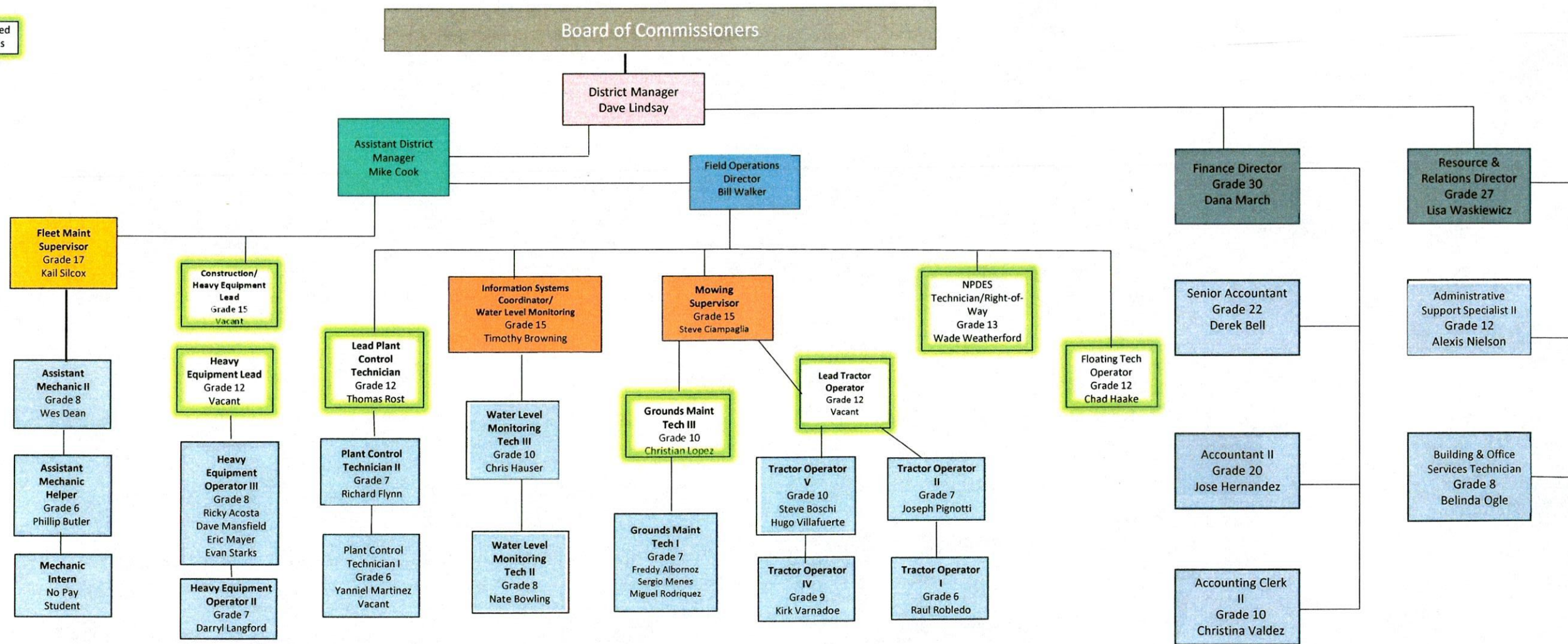
5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☐ ATTORNEY	☒ FIELD DIRECTOR
☒ ENGINEER	☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

Proposed
Changes



July 2026

Lehigh Acres Municipal Services Improvement District Job Description

Job Title:	Grounds Maintenance Technician III
Department:	2-Field
Pay Grade:	10
Reports To:	Mowing Supervisor
FLSA Status:	Non-Exempt
Bargaining Status:	Bargaining
Prepared By:	District Manager/HR
Prepared Date:	June 28,2022
Approved By:	Board of Commissioners
Modified Date:	July 27, 2026, 2026

SUMMARY:

The duties of the Grounds Maintenance Technician III include but are not limited to: maintaining District headquarters, parks, canal rights-of-way and related facilities, etc. The GMT III performs the following: leaf blowing, weedeating, mulching, mowing, remote control mowing, use of chainsaws, tractors, etc.; pruning, landscaping, trimming bushes and trees; emptying trash receptacles and recyclables; picking up litter and debris; pavilion maintenance+, boardwalk, and building inspections and maintenance., May lightly supervise temporary employees. This is a full-time safety sensitive position and complies with the District's Alcohol and Drug Free Workplace Policy.

EDUCATION AND EXPERIENCE: High school diploma or general education degree (GED) is required. Six years of experience and/or training; or equivalent combination of education and experience preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

Internal Hire: This position qualifies for the Grounds Maintenance Career Progression Policy. Must possess a valid State of Florida driver's license E

Any certifications, licenses, etc. required as part of the job is the responsibility of the employee during the 90-day probationary period; once an employee has reached regular status they may submit these certifications for reimbursement. Must complete certification for Green Industries Best Management Practices (GI-BMPs) within one year or an approved substitution. Must complete Spill Response Course within 90 days of hire. Knowledge of 2 and 4 cycle engines. Must pass a test in knowledge and operation of remote-controlled slope mower.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head. All certifications and licenses must be complete before entering the position.

External Hire:

Must possess a valid State of Florida driver's license E.

Any certifications, licenses, etc. required as part of the job is the responsibility of the employee during the 90-day probationary period; once an employee has reached regular status they may submit these certifications for reimbursement.

Must complete certification for Green Industries Best Management Practices (GI-BMPs) within one year or an approved substitution. Must complete Spill Response Course within 90 days of hire. Knowledge of 2 and 4 cycle engines. All certifications are a requirement of the position, and the position is not permanent until these are satisfied. Extensions may be provided upon department head/district manager approval to allow for scheduling or budgetary issues. Must pass a test in knowledge and operation of remote-controlled slope mower.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

SUPERVISORY RESPONSIBILITIES: May be required to lightly supervise some field personnel on specific projects.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES: include the following:
Other duties may be assigned.

Receives written work orders or verbal instructions from the Field Director and/or Mowing Supervisor.

Cut grass and trim weeds on District property and District owned parks.

On a daily basis, instruct and lightly direct seasonal work crews of one to 6 employees with the Mowing Supervisor providing oversight.

Operate a variety of maintenance equipment necessary to maintain and repair grounds and facilities. Examples of equipment would include a variety of mowers and tractors with trailers or weed eaters, blowers, edger's, chain saws, brush chippers and pressure washers, etc.

Maintains shrub and turf areas necessary to maintain and improve the appearance and quality of District property which includes parks, rights-of-way, etc. Remove litter and debris from District property.

Install and maintain trees, turf and shrub beds and irrigation systems.

. Maintains District owned parks, rights-of-way, by picking up trash, empty trash cans, spray weeds, mulch around plants, trim bushes/trees, paint/cover graffiti, sweep sidewalks, maintain shelters, maintain picnic tables, maintain/replace signs, maintain parking lots and grills, etc.

Treat/Remove exotic vegetation from within the District's property, rights-of-way, parks and preserves by hand or by applying herbicide.

Clean exterior of buildings, walkways, steps, windows, and trash cans.

Paint interior/exterior of buildings and facilities as needed.

Replace light bulbs, ac filters, water filters, and soap dispensers.

Cleans maintenance buildings/repairs, etc.

Able to speak clearly and courteously to any residents that may be encountered in the performance of your job.

Other duties that are required but not limited to are:

Fuel, add/change oil and perform minor repairs on equipment.

Load fallen tree branches, clippings and trash into trailers or dump trucks.

Maintains District owned signs.

Install and maintain trees, turf and shrub beds, and irrigation systems.

Maintain administration vehicles such as: washing, waxing, vacuuming, and cleaning windows on vehicles.

Install and maintain structures such as fences, gates, barriers, etc. at District owned parks and property.

LANGUAGE SKILLS: Must have the ability to read and comprehend District simple instructions, short correspondence, memos, emails and written work orders. Must have the ability to read and interpret documents such as safety rules, herbicide usage guidelines, equipment operating and maintenance instructions and manuals. Must have the ability to write simple correspondence and complete work order forms for record purposes. May be given a skills assessment test. Bi-lingual in English and Spanish preferred.

MATHEMATICAL SKILLS: Must have the ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. May be given a skills assessment test.

REASONING ABILITY: Must have the ability to apply common sense in understanding instructions furnished in written, oral or diagram form. May be given a skills assessment test.

PHYSICAL DEMANDS: The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to walk on canal slopes and uneven ground for extended periods of time. The employee frequently is required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must occasionally lift and/or move up to 50 pounds. The employee is required to wear specific safety equipment such as safety glasses and hearing protection. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; extreme heat; and vibration. The employee is frequently exposed to fumes or airborne particles, outside weather conditions, and extreme heat. The employee is occasionally exposed to toxic or caustic chemicals and risk of electrical shock. The noise level in the work environment is usually loud. The employee will occasionally be required to wear safety equipment. This equipment will be dictated by the type of work or work environment.

Change Log:

- Changed East County Water Control District to Lehigh Acres Municipal Services Improvement District in title.
- Changes font to Times New Roman.

Lehigh Acres Municipal Services Improvement District Job Description

Job Title:	Floating Technician/Operator
Department:	2-Field/Canal Maintenance
Pay Grade:	12
Reports To:	Field Director
FLSA Status:	Non-Exempt
Bargaining Status:	Bargaining
Prepared By:	David E. Lindsay/HR
Prepared On:	August 20, 2018
Approved By:	Board of Commissioners
Modified Date:	August 17, 2026

SUMMARY: This a versatile position with expertise and experience is multiple facets of the field department including heavy equipment operators, tractors, rights-of-way and plant control. Under the direction of the Field Director this floating position fills a variety of needs in the field across multiple categories often times directing small crews in the process. Operates tractors with flat or slope mower implement, and other heavy equipment, while maintaining the property of Lehigh Acres MSID at the TO III skill level. Heavy Equipment Experience at Plant Control III skill level. This is a full-time safety sensitive position and complies with the District's Alcohol and Drug Free Workplace Policy

EDUCATION AND EXPERIENCE: High school diploma or general education degree (GED); and eight full years of documented three of which must be at the District.

CERTIFICATES, LICENSES, REGISTRATIONS:

Internal Hires: Must maintain all certifications, licenses, and registrations required. Must possess a Class "B" CDL license with Hazmat endorsement. Must have a certificate of completion of FWPCOA Stormwater A, B, & C OR FSA I & FSA II, and Sediment and Erosion Control Course. Must have experience with tractors and/or slope mowers. Must pass in-house examination on mowing circuit.

Must possess Pesticide Applicator License with both an Aquatic and a Rights of Way Rider. Must be certified on the following types of equipment: Spray Truck, Gator, Long stick Excavator, Short stick Excavator, Rubber tire Backhoe, Loader, Skid steer, Forklift and both the flat and slope mowers. Must have and maintain the following certifications: Spill Response, Flagging and Rigging. Must complete the competent persons training within 90 days. Must complete an approved management training course within one year. May be called upon to receive additional training to keep up with District trends and maintenance needs.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head, taking into consideration the budgetary requirements of the Department and

the scheduling needs of the employees as determined by the Department Head and the District Manager.

SUPERVISORY RESPONSIBILITIES: Often directs and leads lower-level field personnel in the completion of work assignments.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duties may include, but are not limited to the following:

Receives written work orders or verbal instructions from the immediate Field Director, assigned Supervisor, Assistant District Manager or District Manager.

Operation of District mowing equipment which includes but is not limited to:

Operates tractor to cut grass with a bat-wing implement or slope mower attachment. Moves levers and/or steering wheel to control tool bars or attachments to a clear right-of-way. May be outfitted or equipped with necessary attachments to apply herbicide.

Operator may be required to fasten attachments to tractor with clevis or wedge pin hitches.

Operator may be required to connect hydraulic hoses, belts, mechanical linkage, or power take-off shafts to tractor to provide power to raise, lower or tilt attachments.

Operation of District heavy equipment which includes but is not limited to:

Operates track hoe to clean canals, ditches and slope banks.

Operates rubber-tired front-end loader, equipped with front-mounted hydraulically powered bucket used to scoop or lift and load bulk materials into dump truck for transport to and from storage areas. May be equipped with front-mounted rake attachment used to clear land.

Operates bulldozer equipped with concave blade attached across the front to gouge out, level and distribute earth and push trees and rocks from an area, making several passes and bringing the area to a finished grade.

Operates rubber-tired loader backhoe to repair District rights-of-way, cleans canals, ditches & slope banks. Loads dirt or debris into dump truck.

Operates Truxor for aquatic plant removal from water bodies and other duties

Drives truck equipped with dump body to transport and dump loose materials such as sand, gravel, crushed rock, or bituminous paving materials. Inspects truck equipment and supplies such as tires, lights, brakes, gas, oil and water.

Other heavy equipment operations may be called upon.

Moves levers and/or steering wheel to control tool bars or attachments to a clear right-of-way.

Replaces worn or damaged parts such as hoses, wiring, and belts, in machines and equipment.

Cuts grass and trims weeds on District property or easements.

Operation of District Plant Control equipment and practices which includes but is not limited to:

Fills sprayer tank with water and chemicals according to formula.

Pulls spray hose from boat, tractor or truck-mounted reel, turns knob, presses lever, and points nozzle selected according to job site characteristics, such as type of infestation, wind direction and velocity, plantings and terrain, to spray plants.

Occasionally manipulates levers that control hydraulically powered, boat, tractor, or truck-mounted boom to position spray wands and release chemical solutions under pressure to spray ground areas.

Maintains Water Control Facilities by cleaning debris, installing or removing boards to manipulate water level.

Rinse empty chemical containers according to label requirements

Operates tractor to apply herbicides.

Assist in applying herbicides using various application equipment.

Operation of Rights-of-Way equipment and practices which includes but is not limited to:

Operating knowledge of Microsoft software with an ability to create databases, enter data, and produce reports.

May assist in making changes or updating maps of District facilities showing areas of concern

Must have ability to perform thorough research.

Must have basic knowledge of surveying and experience in drainage construction and design.

Must be able to read blueprints and construction drawings and be familiar with legal descriptions and right-of-way maps.

Must be familiar with and understand the information contained in the facilities map and associated District studies and be able to secure information from them if needed.

The ability to acquire an excellent knowledge of the District's canals, lakes, culvert crossings and roads within a reasonable amount of time.

Must possess good communication skills both oral and written and must be comfortable and effective in dealing with District staff and the general public.

Drives truck equipped with dump body to transport and dump loose materials such as sand, gravel, crushed rock, or bituminous paving materials. Inspects truck equipment and supplies such as tires, lights, brakes, gas, oil and water.

Delivering and dispensing fuels, greases, oils and performs minor repairs on equipment.

Loads fallen tree limbs and roadside trash into dump truck.

Repairs streets with asphalt, cold patching materials and concrete.

Removes and replaces signs including but not limited to traffic, park and trespassing.

Install signs on various right of way areas.

Cleans buildings, paints interior and exterior walls and trim, washes windows and empties trash cans.

Maintains water control facilities by cleaning debris, installing or removing boards to manipulate water level.

Must have ability to read and interpret plat information.

Review Lee County Plats to assure proper Lehigh Acres MSID right-of-way identification and/or right-of-way acquisition.

Works within Lehigh Acres Municipal Services Improvement District's working hours and the District's Policies and Procedures Manual. Must be able to perform duties and tasks with minimal supervision.

Other duties that may be required but are not limited to the operation of district equipment within the fleet. May perform additional duties when called upon by department heads.

SOFTWARE REQUIREMENTS: Must have a working knowledge in the word processing, spreadsheet and database programs that the District uses.

LANGUAGE SKILLS: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the district. May be given a skills assessment test.

MATHEMATICAL SKILLS: Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry. May be given a skills assessment test.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. May be given a skills assessment test.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must occasionally lift and/or move up to 50 pounds. The employee is required to walk on uneven and sloping grounds (ditch banks). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; extreme heat; and vibration. The employee is frequently exposed to fumes or airborne particles, outside weather conditions, and extreme cold. The employee is occasionally exposed to toxic or caustic chemicals and risk of electrical shock. The noise level in the work environment is usually loud. The employee will be required to wear safety equipment determined by the chemical labels of product using. Other safety equipment may be required to be worn by the employee. This equipment will be dictated by the type of work or work environment.

Change Log:

- Revised 2017/07/27 – Scrivener’s error in memo dated 2014-09 regarding certifications for Stormwater training.

- Changed East County Water Control District to Lehigh Acres Municipal Services Improvement District in the title.
- Changed East County Water Control District to Lehigh Acres MSID in the text.
- Changed Canal Maintenance Manager to Field Operations Director.
- Changes font to Times New Roman.

**Lehigh Acres Municipal Services Improvement District
Job Description**

Job Title:	NPDES Technician/Right-of-Way Technician
Department:	2-Field/Water Resources
Pay Grade:	13
Reports To:	Field Director
FLSA Status:	Non Exempt
Bargaining Status:	Bargaining
Prepared By:	David E. Lindsay/Resources & Relations Director
Prepared date:	October 17, 2006
Approved by:	Board of Commissioners
Modified date:	August 17, 2026

SUMMARY: This is a hybrid position that combines the administration of the entire NPDES program as well as the right-of-way compliance program. The NPDES Tech may lightly supervise the right of way technicians as well as maintaining the documentation of both programs.

This is a full-time safety sensitive position and complies with the District's Alcohol and Drug Free Workplace Policy.

EDUCATION AND EXPERIENCE: High School Diploma or general education degree (GED) required; Associates degree or higher preferred. Relevant technical school preferred. At have least four years' experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

External Hires: Must be certified in FWPCOA Stormwater A, B & C, or FSA I & II, and Sediment and Erosion Control Course within 90 days taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager. Must have a certificate of completion from an approved management training course within 90 days. Must complete Sediment and Erosion Control Train the Trainer Course within 90 days.

Any certifications, licenses, etc. required as part of the job, are the responsibility of the employee during the 90-day probationary period; once an employee has reached regular status they may submit these certifications for reimbursement.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

Internal Hires: Must be certified in FWPCOA Storm Water A, B & C or FSA I & II, and Sediment and Erosion Control Course taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager. Must have a certificate of completion from an approved management training course. Complete Sediment and Erosion Control Train the Trainer Course.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

SUPERVISORY RESPONSIBILITIES: Will be required by management to lightly supervise right of way technician(s).

QUALIFICATIONS: Operating knowledge of Excel, Word, Access, ArcView and Auto Cad.

Ability to create databases and produce reports.

Must have ability to perform thorough research.

Must have basic knowledge of surveying and experience in drainage construction and design.

Must be able to read blueprints and construction drawings and be familiar with legal descriptions and right-of-way maps.

Must be familiar with and understand the information contained in the facilities map and associated District studies and be able to secure information from them if needed.

The ability to acquire an excellent knowledge of the District's canals, lakes, culvert crossings and roads within a reasonable amount of time.

Must possess good communication skills both oral and written and must be comfortable and effective in dealing with District staff and the general public.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duties may include, but are not limited to the following:

Receives written work orders or verbal instructions from the Field Director, assigned Supervisor, Assistant District Manager or District Manager.

Other duties may be assigned.

NPDES Tech performs the following duties, other duties may apply:
Administer right-of-way compliance program and NPDES (National Pollutants Discharge Elimination Systems) program.

Gather and present information in the annual NPDES report for the reporting year.

Attend monthly NPDES meetings and return vital information back to management as well as to represent the District in a professional manner

Read data from District's monitoring facilities (staff gauges, rain gauges and ground water wells).

Patrol District's Right of Ways for NPDES issues as well as right of way encroachments.

Inspect the District's facilities as outlined in the NPDES permit as well as monthly inspections on same facilities for vandalism, pollution and invasive weeds.

To gather water quality samples in a professional manner and deliver to the appropriate lab.

To review the District's water quality readings as well as present them in various formats.

Review District issued permits to make sure of completion, NPDES issues and to report to the District Engineer any deficiencies as well as file all permits issued by the District.

Right-of-Way Compliance Tech performs the following duties; other duties may apply:

Performs research by searching public records, county property appraiser data and plans to determine if encroachments have taken place in right-of-way.

Follows up with on-site visits, issues tickets for non-compliant properties and communicates with property owners to resolve and issues

Ability to map simple areas in GIS format as well as present data in GIS formats

Create and send follow-up letters.

Initiate small claims in Lee or Hendry County Small Claims Court if necessary.

Have a thorough knowledge of small claims procedures.

Consult with the District Attorney if necessary.

Keep thorough and accurate records on databases and produce detailed reports for staff.

Must have ability to read and interpret plat information.

Must be able to prepare concise and accurate responses related to interests the District may hold on or adjacent to certain legally described parcels.

Review Lee County Plats to assure proper Lehigh Acres MSID right-of-way identification and/or right-of-way acquisition.

Inform the public of the requirements of District right-of-way and NPDES through public meetings and the media.

Schedules and works within East County Water Control District's working hours and the District's Policies and Procedures Manual. Must be able to perform duties and tasks with minimal supervision.

In addition to the above job duties, others may be assigned as necessary.

Other duties that may be required but are not limited to:

Maintains Water Control facilities by cleaning debris, installing or removing boards to manipulate water level or cycling gates.

Applies herbicides using various application equipment.

To help evaluate herbicide treatment test plots by coordinating with District staff, various manufacturers as well as University personnel

Other duties that may be required but are not limited to the operation of district equipment within the fleet. May perform additional duties when called upon by department heads.

SOFTWARE REQUIREMENTS: Must be fluent in the word processing, spreadsheet and database programs that the District uses. Must be fluent in the GIS mapping software that the District is using along with GPS locating instruments.

LANGUAGE SKILLS: Ability to read and comprehend simple instructions, short correspondence and memos. Ability to read and interpret documents such as safety rules, operating and maintenance instructions manuals. Ability to write complex correspondence which may include quoting State of Florida Laws and Statutes and interpretation of same. Ability to effectively present information in one-on-one and small group situations. Ability to speak effectively before groups of customers or employees or organizations. To read and understand construction plans and follow projects through their entirety. To write effective and properly formatted letters to other agencies, the public and staff as well as reports on program aspects. May be given a skills assessment test.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute

rate, ratio and percent and to draw and interpret bar graphs. May be given a skills assessment test.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. May be given a skills assessment test.

PHYSICAL DEMANDS: The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to walk on rights-of-way or slopes and enter and exit a vehicle, stand, walk, climb or balance, stoop, kneel, crouch or crawl; talk and hear and sit at a computer for lengths of time. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; extreme heat; and vibration. The employee is frequently exposed to fumes or airborne particles, outside weather conditions, and extreme cold. The employee is occasionally exposed to toxic or caustic chemicals and risk of electrical shock. The noise level in the work environment is usually loud. The employee will occasionally be required to wear safety equipment. This equipment will be dictated by the type of work or work environment.

Change Log:

- Revised 2017/07/27 – Scrivener's error in memo dated 2014-09 regarding certifications for Stormwater training.
- Changed East County Water Control District to Lehigh Acres Municipal Services Improvement District in the title.
- Changed ECWCD to Lehigh Acres MSID in text.
- Changed Canal Maintenance Manager to Field Operations Director.
- Changes font to Times New Roman.

Lehigh Acres Municipal Services Improvement District
Job Description

Job Title:	Heavy Equipment and Construction Crew Leader
Department:	2-Field/Canal Maintenance
Pay Grade:	15
Reports To:	Assistant District Manager
FLSA Status:	Non-Exempt
Bargaining status:	Bargaining
Prepared By:	Assistant District Manager
Prepared Date:	December 10, 2018
Approved By:	Board of Commissioners
Modified Date:	May 28, 2026

SUMMARY: Responsible for supervising and overseeing crew activities in the operation of heavy and light equipment in a safe and conscientious manner while performing construction and maintenance projects. Under the direction of the Assistant District Manager and/or the Field Director. Other duties may apply: This is a full-time safety sensitive position and complies with the District's Alcohol and Drug Free Workplace Policy. The responsibilities, knowledge and experience required extend to, but is not limited to:

EDUCATION AND EXPERIENCE: High school diploma or general education degree (GED) supplemented by extensive experience and/or training that includes demonstrated proficiency in the operation of assigned equipment in maintenance, construction or a related field. Must have 10 years' experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

External Hire: Must possess and maintain a valid Florida Commercial Driver's License; Class "A" with Hazmat and other appropriate endorsements. Must have Competent Person Training (CPT) within 90 days. Advanced Rigging within 90 days. Must complete one approved management training with certificate from course or institution within 90 days. The District Manager may allow equivalent substitutions if the class or course is not available. Must maintain certifications/qualifications of all lower-level Heavy Equipment Operator positions. Must Complete FWPCOA Stormwater A **or** FSA II **and** Sediment and Erosion Control Course within 90 days taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager.

Any certifications, licenses, etc. required as part of the job is the responsibility of the employee during the 90-day probationary period; once an employee has reached regular status they may submit these certifications for reimbursement.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

Internal Hire: Must possess and maintain a valid Florida Commercial Driver's License; Class "A" with Hazmat and other appropriate endorsements. Must have Competent Person Training (CPT). Must have Advanced Rigging training. Must complete a management training course with certificate from an approved course or institution. Must maintain certifications/qualifications of all lower-level Heavy Equipment Operator positions. Must have completed FWPCOA Stormwater A **or** FSA II **and** Sediment and Erosion Control Course taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

SUPERVISORY RESPONSIBILITIES: Supervise heavy equipment and lower-level field personnel or other employees as designated by management.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Include the following. These are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

Read and interpret work plans or blue prints, assigning of jobsite duties, monitoring task completion and quality of work as well as train and lead work crews on various types of infrastructure related projects. Able to interpret and integrate field surveying into a tangible project.

Checks that crew uses all required safety devices on jobsites including traffic control barricades & signs, trench boxes for trenches over (5) feet deep, adequate lighting for work at night and wear and use proper safety equipment. Checks jobsite for marked hazards and ensures all utility lines have been marked by the appropriate one call center.

Determines that sufficient material inventory and proper tools are available for job assignment.

The employee serves as a staff specialist utilizing specialized technical knowledge in performing highly-complex construction technician assignments involving authority for an assigned project.

Confers with personnel employed by contractors, public utilities, city and county departments, or consultants regarding coordination of construction project activities as directed by the Assistant District Manager.

Performs office technician work such as: reviewing and making out daily reports, construction manuals, and contract documents; setting up, reducing and checking field notes and measurements; computing areas and volumes for ordering materials;

At the direction of the Assistant District manager, may be called upon to train other employees in District in equipment and construction safety practices

Knowledge of personal and construction safety practices

Skill in the use of a variety of testing equipment.

Skill in the use of surveying instruments and equipment.

Ability to compute areas and volumes.

Ability to work on structures, carry equipment and materials, walk about rough terrain of construction projects, and stand for long periods of time.

Operates the following equipment: Hydraulic excavator, both short stick and long stick track excavator, front end rubber tire loader, skid loader (bobcat), rubber tire front end loader, bulldozer, grader, dump truck, dewatering pump and low boy trailer to perform skilled digging and trenching for the maintenance and construction required to repair and replace infrastructure.

Maneuvers heavy equipment and operates complex mechanisms involving digging, moving earth and materials, grading, loading, and performing similar tasks in order to advance projects relating to construction and maintenance.

Operates excavators, track hoes and backhoes to perform skilled digging and trenching for maintenance and construction projects.

Operates rubber-tired front-end loader, equipped with front-mounted hydraulically powered bucket used to scoop or lift and load bulk materials into dump truck for transport to and from storage areas. Repair District Rights-of-way, clean canals, ditches and slope banks. Loads dirt or debris into dump truck.

Operates rubber-tired front-end loader equipped with front-mounted rake attachment to clear land and pile up debris.

Operates skid loader with front mounted bucket to move, place or remove materials, rough grade small ditches or channels and final grade project sites.

Operates bulldozer equipped with concave blade attached across the front to gouge out, level and distribute earth and push trees and rocks from an area, making several passes and bringing the area to a finished grade.

Drives truck equipped with dump body to transport and dump loose materials such as sand, gravel, crushed rock, or bituminous paving materials. Inspects truck equipment and supplies such as tires, lights, brakes, gas, oil and water.

Operates low-boy tractor to transport equipment to and from job sites.

Other heavy equipment operations may be called upon
Other duties that may be required but are not limited to:

Delivering and dispensing fuels, greases, oils and performs minor repairs on equipment.

Drives dump truck to deliver fill or other materials to work sites. Loads fallen tree limbs, roadside trash or chemical containers into dump truck and delivers refuse to landfill.

LANGUAGE SKILLS: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to read and comprehend chemical labels and MSD sheets. Ability to write routine reports and correspondence. Ability to speak effectively before groups of employees or work crews. Ability to order materials in the appropriate quantities to ensure a smooth and continuous flow of work. May require a skills assessment test.

MATHEMATICAL SKILLS: Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to comprehend and understand blueprints dealing with but not limited to earth and culvert construction. Ability to apply concepts of basic algebra and geometry for figuring job quantities. May require a skills assessment test.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Ability to use surveyor's level to determine precise location and measurements of points, elevations, lines, areas and contours for construction. May require a skills assessment test.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must occasionally lift and/or move up to 50 pounds. The employee is occasionally required to walk on uneven and sloping grounds, (ditch-banks). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; extreme heat; and vibration. The employee is frequently exposed to fumes or airborne particles, outside weather conditions, and extreme cold. The employee is occasionally exposed to toxic or caustic chemicals and risk of electrical shock.

The noise level in the work environment is usually loud. The employee will occasionally be required to wear safety equipment. This equipment will be dictated by the type of work or work environment.

This description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this classification. All positions are subject to a background check.

Change Log:

- Revised 2017/07/27 – Scrivener’s error in memo dated 2014-09 regarding certifications for Stormwater training.
- Changed East County Water Control District to Lehigh Acres Municipal Services Improvement District in the title.
- Changed Canal Maintenance Manager to Field Operations Director.
- Changes font to Times New Roman.

**Lehigh Acres Municipal Services Improvement District
Job Description**

Job Title:	Mowing Operations Supervisor
Department:	2-Field/Canal Maintenance
Pay Grade:	17 15
Reports To:	Field Director
FLSA Status:	Non-Exempt
Bargaining Status:	Bargaining
Prepared By:	David Lindsay and Resource & Relations Director
Prepared On:	June 2026
Approved by:	Board of Commissioners
Modified Date:	July 1, 2026

SUMMARY: Oversees the Districts Mowing and Grounds Maintenance Operations, ensuring the District properties are serviced efficiently and all safety protocols are followed. This is a full-time safety sensitive position and complies with the District's Alcohol and Drug Free Workplace Policy.

Receives written work orders or verbal instructions from the Field Director, Assistant District Manager or District Manager.

EDUCATION AND EXPERIENCE: High School Diploma or general education degree (GED) required; Must have at least 12 years of experience which includes demonstrated proficiency in the operation of assigned equipment and extensive knowledge of the District's mowing system.

CERTIFICATES, LICENSES, REGISTRATIONS:

External Hire: Must complete FWPCOA Stormwater A, or FSA II, AND Sediment and Erosion Control Course within 90 days taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager. Must complete spill response training and complete management training with certificate from an approved course or institution within 90 days. Must possess and maintain a valid Florida Commercial Driver's License; Class "B" with Hazmat and Air Brake Endorsements.

Any certifications, licenses, etc. required as part of the job is the responsibility of the employee during the 90-day probationary period; once an employee has reached regular status they may submit these certifications for reimbursement.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

Internal Hire: Must have a certificate of completion from FWPCOA Stormwater A, or FSA II, AND Sediment and Erosion Control Course taking into the consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager. Must have certificates of completion in spill response training and complete management training with certificate from an approved course or institution within 90 days. Must possess and maintain a valid Florida Commercial Driver's License; Class "B" with Hazmat and Air Brake Endorsements.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

SUPERVISORY RESPONSIBILITIES: Supervise tractor operators and grounds maintenance personnel. During non-mowing season, supervisor the Bridge Crew and/or Black Pipe ROW Access Crew.

REQUIREMENTS:

Operating knowledge of Excel, Word, Access, ArcView and Auto Cad.

Ability to create databases and produce reports.

Basic Surveying skills needed

Must have the ability to create maps of District facilities showing areas of concern

Must have ability to perform thorough research.

Must be able to read blueprints and construction drawings and be familiar with legal descriptions and right-of-way maps.

Must be familiar with and understand the information contained in the facilities map and associated District studies and be able to secure information from them if needed.

The ability to acquire an excellent knowledge of the District's canals, lakes, culvert crossings and roads within a reasonable amount of time.

Must possess good communication skills both oral and written and must be comfortable and effective in dealing with District staff and the general public.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duties may include, but are not limited to the following:

Perform inspections to the mowing circuit sites ahead of crews to identify areas of non-compliance within the districts right-of-way's and competently correct or ticket non-compliant properties.

Participate in actual field production work as needed. Perform mowing services and oversee mowing practices.

Visit job sites on a regular basis, observing organization of work, identifying and resolving training issues, and taking necessary actions to ensure quality.

Train employees in mowing and grounds maintenance operations including all safety protocols and operating procedures. Ensure crews wear appropriate PPE and operate Machinery safely.

Keep thorough and accurate records on databases and produce detailed reports for staff.

Must have ability to read and interpret plat information.

Must be able to prepare concise and accurate responses related to interests the District may hold on or adjacent to certain legally described parcels.

Create and send follow-up letters when necessary.

Review Lee County Plats to assure proper Lehigh Acres MSID right-of-way identification and/or right-of-way acquisition.

Works within Lehigh Acres Municipal Services Improvement District's working hours and the District's Policies and Procedures Manual. Must be able to perform duties and tasks with minimal supervision.

Install signs on various right of way areas.

Other duties that may be required but are not limited to the operation of district equipment within the fleet. May perform additional duties when called upon by department heads.

SOFTWARE REQUIREMENTS: Must be fluent in the word processing, spreadsheet and database programs that the District uses.

LANGUAGE SKILLS: Ability to read and comprehend simple instructions, short correspondence and memos. Ability to read and interpret documents such as safety rules, operating and maintenance instructions manuals. Ability to write complex correspondence which may include quoting State of Florida Laws and Statutes and interpretation of same. Ability to effectively present information in one-on-one and small group situations. Ability to write concise letters or reports. May be given a skills assessment test.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ration and percent and to draw and interpret bar graphs. May be given a skills assessment test.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. May be given a skills assessment test.

PHYSICAL DEMANDS: The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to walk on rights-of-way or slopes and enter and exit a vehicle, stand, walk, climb or balance, stoop, kneel, crouch or crawl; talk and hear and sit at a computer for lengths of time. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; extreme heat; and vibration. The employee is frequently exposed to fumes or airborne particles, outside weather conditions, and extreme cold. The employee is occasionally exposed to toxic or caustic chemicals and risk of electrical shock. The noise level in the work environment is usually loud. The employee will occasionally be required to wear safety equipment. This equipment will be dictated by the type of work or work environment.

Change Log:

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- Changed Canal Maintenance Manager to Field Operations Director.
- Changes font to Times New Roman.

Lehigh Acres Municipal Services Improvement District
Job Description

Job Title:	Lead Heavy Equipment Operator
Department:	2-Field/Canal Maintenance
Pay Grade:	12
Reports To:	Assistant District Manager
FLSA Status:	Non-Exempt
Bargaining status:	Bargaining
Prepared By:	Assistant District Manager
Prepared Date:	December 10, 2018
Approved By:	Board of Commissioners
Modified Date:	July 30, 2026

SUMMARY: Under the direction of the Assistant District Manager and/or the Field Director, the Lead Heavy Equipment Operator is responsible for supervising and leading crew activities in the operation of heavy and light equipment in a safe and conscientious manner while performing construction and maintenance projects. Other duties may apply: This is a full-time safety sensitive position and complies with the District's Alcohol and Drug Free Workplace Policy. The responsibilities, knowledge and experience required extend to, but is not limited to:

EDUCATION AND EXPERIENCE: High school diploma or general education degree (GED) supplemented by extensive experience and/or training that includes demonstrated proficiency in the operation of assigned equipment in maintenance, construction or a related field. Must have 10 years' experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

External Hire: Must possess and maintain a valid Florida Commercial Driver's License; Class "A" with Hazmat and other appropriate endorsements. Must have Competent Person Training (CPT) within 90 days. Advanced Rigging within 90 days. Must complete one approved management training with certificate from course or institution within 90 days. The District Manager may allow equivalent substitutions if the class or course is not available. Must maintain certifications/qualifications of all lower level Heavy Equipment Operator positions. Must Complete FWPCOA Stormwater A or FSA II **and** Sediment and Erosion Control Course within 90 days taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager.

Any certifications, licenses, etc. required as part of the job is the responsibility of the employee during the 90-day probationary period; once an employee has reached regular status they may submit these certifications for reimbursement.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

Internal Hire: Must possess and maintain a valid Florida Commercial Driver's License; Class "A" with Hazmat and other appropriate endorsements. Must have Competent Person Training (CPT). Must have Advanced Rigging training. Must complete a management training course with certificate from an approved course or institution. Must maintain certifications/qualifications of all lower level Heavy Equipment Operator positions. Must have completed FWPCOA Stormwater A **or** FSA II **and** Sediment and Erosion Control Course taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

SUPERVISORY RESPONSIBILITIES: Directs lower-level heavy equipment personnel on daily duties and monitors their work.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Include the following. These are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

Read and interpret work plans or blue prints, assigning of jobsite duties, monitoring task completion and quality of work as well as train and lead work crews on various types of infrastructure related projects. Able to interpret and integrate field surveying into a tangible project.

Checks that crew uses all required safety devices on jobsites including traffic control barricades & signs, trench boxes for trenches over (5) feet deep, adequate lighting for work at night and wear and use proper safety equipment. Checks jobsite for marked hazards and ensures all utility lines have been marked by the appropriate one call center.

Determines that sufficient material inventory and proper tools are available for job assignment.

The employee serves as a staff specialist utilizing specialized technical knowledge in performing highly-complex construction technician assignments involving authority for an assigned project.

Confers with personnel employed by contractors, public utilities, city and county departments, or consultants regarding coordination of construction project activities as directed by the Assistant District Manager.

Performs office technician work such as: reviewing and making out daily reports, construction manuals, and contract documents; setting up, reducing and checking field notes and measurements; computing areas and volumes for ordering materials;

At the direction of the Assistant District manager, may be called upon to train other employees in District in equipment and construction safety practices

Knowledge of personal and construction safety practices

Skill in the use of a variety of testing equipment.

Skill in the use of surveying instruments and equipment.

Ability to compute areas and volumes.

Ability to work on structures, carry equipment and materials, walk about rough terrain of construction projects, and stand for long periods of time.

Operates the following equipment: Hydraulic excavator, both short stick and long stick track excavator, front end rubber tire loader, skid loader (bobcat), rubber tire front end loader, bulldozer, grader, dump truck, dewatering pump and low boy trailer to perform skilled digging and trenching for the maintenance and construction required to repair and replace infrastructure.

Maneuvers heavy equipment and operates complex mechanisms involving digging, moving earth and materials, grading, loading, and performing similar tasks in order to advance projects relating to construction and maintenance.

Operates excavators, track hoes and backhoes to perform skilled digging and trenching for maintenance and construction projects.

Operates rubber-tired front-end loader, equipped with front-mounted hydraulically powered bucket used to scoop or lift and load bulk materials into dump truck for transport to and from storage areas. Repair District Rights-of-way, clean canals, ditches and slope banks. Loads dirt or debris into dump truck.

Operates rubber-tired front-end loader equipped with front-mounted rake attachment to clear land and pile up debris.

Operates skid loader with front mounted bucket to move, place or remove materials, rough grade small ditches or channels and final grade project sites.

Operates bulldozer equipped with concave blade attached across the front to gouge out, level and distribute earth and push trees and rocks from an area, making several passes and bringing the area to a finished grade.

Drives truck equipped with dump body to transport and dump loose materials such as sand, gravel, crushed rock, or bituminous paving materials. Inspects truck equipment and supplies such as tires, lights, brakes, gas, oil and water.

Operates low-boy tractor to transport equipment to and from job sites.

Other heavy equipment operations may be called upon
Other duties that may be required but are not limited to:

Delivering and dispensing fuels, greases, oils and performs minor repairs on equipment.

Drives dump truck to deliver fill or other materials to work sites. Loads fallen tree limbs, roadside trash or chemical containers into dump truck and delivers refuse to landfill.

LANGUAGE SKILLS: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to read and comprehend chemical labels and MSD sheets. Ability to write routine reports and correspondence. Ability to speak effectively before groups of employees or work crews. Ability to order materials in the appropriate quantities to ensure a smooth and continuous flow of work. May require a skills assessment test.

MATHEMATICAL SKILLS: Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to comprehend and understand blueprints dealing with but not limited to earth and culvert construction. Ability to apply concepts of basic algebra and geometry for figuring job quantities. May require a skills assessment test.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Ability to use surveyor's level to determine precise location and measurements of points, elevations, lines, areas and contours for construction. May require a skills assessment test.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must occasionally lift and/or move up to 50 pounds. The employee is occasionally required to walk on uneven and sloping grounds, (ditch-banks). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; extreme heat; and vibration. The employee is frequently exposed to fumes or airborne particles, outside weather conditions, and extreme cold. The employee is occasionally exposed to toxic or caustic chemicals and risk of electrical shock.

The noise level in the work environment is usually loud. The employee will occasionally be required to wear safety equipment. This equipment will be dictated by the type of work or work environment.

This description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this classification. All positions are subject to a background check.

Change Log:

- Revised 2017/07/27 – Scrivener’s error in memo dated 2014-09 regarding certifications for Stormwater training.
- Changed East County Water Control District to Lehigh Acres Municipal Services Improvement District in the title.
- Changed Canal Maintenance Manager to Field Operations Director.
- Changes font to Times New Roman.

**Lehigh Acres Municipal Services Improvement District
Job Description**

Job Title:	Lead Tractor Operator
Department:	2-Field/Canal Maintenance
Pay Grade:	12
Reports To:	Mowing Supervisor
FLSA Status:	Non-Exempt
Bargaining Status:	Bargaining
Prepared By:	Resource & Relations Director
Prepared Date:	July 29, 2013
Approved By:	Board of Commissioners
Modified Date:	July 30, 2026

SUMMARY: Under the direction of the Mowing Supervisor, the Lead Tractor Operator (LTO) is responsible for supervising and leading crew activities in the operation of mowing equipment in a safe and conscientious manner while performing routine mowing and maintenance work. This is a full-time safety sensitive position and complies with the District's Alcohol and Drug Free Workplace Policy.

EDUCATION AND EXPERIENCE: High school diploma or general education degree (GED), supplemented by extensive experience and/or training that includes demonstrated proficiency in the operation of assigned equipment in maintenance, construction or a related field. Must have ten (10) years of experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

External Hire: All certifications, licenses, and registrations required for the lower-level TO positions. Must complete FWPCOA Stormwater A **or** FSA II, **and** Sediment and Erosion Control Course within 90 days taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager. Completion of Basic Rigging course required within 90 days. Must complete management training with certificate from an approved course or institution within 90 days. Must possess and maintain a valid Florida Commercial Driver's License; Class "B" with Hazmat and Air Brake Endorsements. Complete knowledge of the District mowing system.

Any certifications, licenses, etc. required as part of the job is the responsibility of the employee during the 90-day probationary period; once an employee has reached regular status they may submit these certifications for reimbursement.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

Internal Hire: All certifications, licenses, and registrations required for the lower level TO positions. Completion of FWPCOA Stormwater A **or** FSA II, **and** Sediment and Erosion Control Course taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager. Completion of Basic Rigging course required. Completion of Certified Public Management Level I. Must possess and maintain a valid Florida Commercial Driver's License; Class "B" with Hazmat and Air Brake Endorsements. Complete knowledge of the District mowing system.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

SUPERVISORY RESPONSIBILITIES: Directs lower level tractor operator personnel on daily duties and monitors their work.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Include the following. These are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

Receives written work orders or verbal instructions from the immediate Mowing Supervisor, Field Director, , Assistant District Manager or District Manager.

Checks to make sure that crews have and use all required safety equipment while performing routine maintenance and other types of projects.

Checks to make sure that instructions are clear and that proper tools and equipment are available for the job assigned.

Responsible for accurately recording and reporting work performed by the mowing crews on a daily basis.

Monitors mowing deck conditions/performance and makes recommendations to supervisor for repairs/replacement.

Assist in the development of more efficient mowing circuits.

Recommends placement of outfall ditch pipes to improve accessibility of District right-of-way's for mowing and spraying crews.

Assists in the training of new tractor operators.

Recommends areas for grading/clearing in order to allow mowing.

Operation of District mowing equipment which includes but is not limited to:

Operates tractors to cut grass with bat-wing implements and/or slope mower attachments.

Moves levers and/or steering wheel to control tool bars or attachments for clearing canal right-of-way's.

Operates tractors outfitted or equipped with necessary attachments to apply herbicides.

Operator may be required to fasten attachments to tractor with clevis or wedge pin hitches.

Operator may be required to connect hydraulic hoses, belts, mechanical linkage, or power take-off shafts to tractor in order to provide power to raise, lower or tilt attachments.

Other duties that may be required but are not limited to:

Delivering and dispensing fuels, greases, oils and performs minor repairs on equipment.

Drives truck equipped with dump body to transport and dump loose materials such as sand, gravel, crushed rock, or bituminous paving materials. Inspects truck equipment and supplies such as tires, lights, brakes, gas, oil and water.

Loads fallen tree limbs and roadside trash and or chemical containers into dump truck and delivers refuse to landfill.

Repairs streets with asphalt, cold patching materials and concrete.

Removes and replaces traffic signs.

Replaces worn or damaged parts such as hoses, wiring and belts in machines and equipment.

Cuts grass and trims weeds on District property or easements.

Cleans buildings, washes windows and empties trash cans.

Paints interior and exterior walls and trim.

Assist in applying herbicides using various application equipment.

Fills sprayer tank with water and chemicals according to the application formula on the chemical label.

Operates track hoe to clean canals & ditches.

Pulls spray hose from boat, tractor or truck-mounted reel, turns knob, presses lever, and point's nozzle selected according to job site characteristics, such as type of infestation, wind direction and velocity, plantings and terrain, to spray plants.

Occasionally manipulates levers that control hydraulically powered, boat, tractor, or truck-mounted boom to position spray wands and release chemical solutions under pressure to spray ground areas.

Maintains water control facilities by cleaning debris, installing or removing boards to manipulate water level.

Operates rubber-tired front-end loader, equipped with front-mounted hydraulically powered bucket used to scoop or lift and load bulk materials into dump truck for transport to and from storage areas. May be equipped with front-mounted rake attachment used to clear land.

Operates rubber-tired loader backhoe to install outfall pipes across District right of ways in order to increase efficiency of mowing crews.

Operates rubber-tired loader backhoe to repair district rights-of-way, clean canals, ditches and slope banks. Loads dirt or debris into dump truck.

Ability to set up a transit and shoot grade.

Operates rubber-tired loader backhoe to repair guardrails and other minor bridge maintenance activities.

Other heavy equipment operations may be called upon.

LANGUAGE SKILLS: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of employees or work crews. Ability to order materials and operating supplies in the appropriate quantities to ensure a smooth and continuous flow of work. May be given a skills assessment test.

MATHEMATICAL SKILLS: Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry for figuring job quantities. May be given a skills assessment test.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. May be given a skills assessment test.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee frequently is required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and talk or hear. The employee must occasionally lift and/or move up to 50 pounds. The employee is required to walk on uneven and sloping grounds (ditch banks). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; extreme heat; and vibration. The employee is frequently exposed to fumes or airborne particles, outside weather conditions, and extreme cold. The employee is occasionally exposed to toxic or caustic chemicals and risk of electrical shock. The noise level in the work environment is usually loud. The employee will be required to wear safety equipment as determined by the chemical labels of product being used. Other safety equipment may be required to be worn by the employee. This equipment will be dictated by the type of work or work environment.

Change Log:

- Revised 2017/07/27 – Scrivener’s error in memo dated 2014-09 regarding certifications for Stormwater training.
- Changed East County Water Control District to Lehigh Acres Municipal Services Improvement District in the title.
- Changed Canal Maintenance Manager to Field Operations Director.
- Changes font to Times New Roman.

Lehigh Acres Municipal Services Improvement District
Job Description

Job Title: Lead Plant Control Technician
Department: 2-Field/Plant Control
Pay Grade: 12
Reports To: Field Operations Director
FLSA Status: Non-Exempt
Bargaining Status: Bargaining
Prepared By: Resource & Relations Director
Prepared Date: July 29, 2013
Approved By: Board of Commissioners
Modified Date: July 28, 2026

SUMMARY: Under the direction of the Assistant District Manager and/or the Field Director. LPCT is responsible for supervising and leading crew activities in the operation of spraying herbicides on canals, ditches, easements, sloughs, etc.. This is a full-time safety sensitive position and complies with the District's Alcohol and Drug Free Workplace Policy.

performs the

EDUCATION AND EXPERIENCE: High school diploma or general education degree (GED); supplemented by extensive experience and/or training that includes demonstrated proficiency in herbicide application, plant identification and spray equipment calibration. Must have ten (10) years of experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

External Hire: All certifications, licenses, and registrations required for the lower-level PCT positions. Must complete FWPCOA Stormwater A or FSA II, and Sediment and Erosion Control Course within 90 days taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager. Completion of Basic Rigging course required within 90 days. Must complete a spill response course within 90 days. Must complete management training with certificate from an approved course or institution within 90 days. Must possess and maintain a valid Florida Commercial Driver's License; Class "B" with Hazmat and Air Brake Endorsements.

Any certifications, licenses, etc. required as part of the job is the responsibility of the employee during the 90-day probationary period; once an employee has reached regular status they may submit these certifications for reimbursement.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

Internal Hire: Must maintain all certifications, licenses, and registrations required for the lower level PCT positions. Completion FWPCOA Stormwater A **or** FSA II, **and** Sediment and Erosion Control Course taking into consideration the budgetary requirements of the Department and the scheduling needs of the employees as determined by the Department Head and the District Manager. Completion of Basic Rigging course required. Completion of spill response course required. Completion of Certified Public Management Level I. Must possess and maintain a valid Florida Commercial Driver's License; Class "B" with Hazmat and Air Brake Endorsements. Must have a management training certificate from an approved course or institution.

All licenses, certifications, etc. must be kept current and active unless otherwise documented from the department head.

SUPERVISORY RESPONSIBILITIES: Directs lower level plant control personnel on daily duties and monitors their work.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Include the following. These are not to be construed as exclusive or all-inclusive. Other duties may be required and/or assigned.

Receives written work orders or verbal instructions from the immediate Field Director, assigned Supervisor, Assistant District Manager or District Manager.

Checks to make sure that crews have and use all required safety equipment while performing routine chemical mixing and application activities.

Checks to make sure that instructions are clear and that proper tools and equipment are available for the job assigned.

Responsible for accurately recording and reporting work performed by the plant control crews on a daily basis.

Monitors chemical inventory and submit orders to supervisor.

Assists in the development of new spray systems, methods and types of chemicals used.

Ability to use and understand a GPS/Sonar system for the purpose of mapping, measuring, and locating areas around the District.

Assists in the training of new plant control employees.

Applies herbicides for test plots and helps monitor and track results.

Helps select areas for the testing of chemicals and application rates on various types of plants.

Scouts District preserve areas for invasive exotic vegetation and helps set a treatment schedule with supervisor.

Assist in the monitoring of the efficacy and efficiency of the current chemicals being used throughout the District.

Ability to calibrate and adjust spray equipment.

Applies herbicides using various types of application equipment.

Fills sprayer tank with water and mixes chemicals according to appropriate formula on the chemical label.

Pulls spray hose from boat, tractor or truck-mounted reel, turns knob, presses lever, and points nozzle selected according to job site characteristics, such as type of infestation, wind direction and velocity, plantings and terrain, to spray plants.

Occasionally manipulates levers that control hydraulically powered, boat, tractor, or truck-mounted boom to position spray wands and release chemical solutions under pressure to spray ground areas. Rinses empty chemical containers according to label requirements.

Properly operates and maintains spray boats, ATV spray rig and various trailers. Delivering and dispensing fuels, greases, oils and performs minor repairs on equipment.

Drives truck equipped with dump body to transport and dump loose materials such as sand, gravel, crushed rock, or bituminous paving materials. Inspects truck equipment and supplies such as tires, lights, brakes, gas, oil and water.

Loads fallen tree limbs, roadside trash and or chemical containers into dump truck and delivers refuse to landfill.

Ability to fabricate and repair equipment using welding equipment, oxygen/acetylene torch, plasma cutter and other metal working equipment. Operates tractors to cut grass with bat-wing implement.

Operator may be required to fasten attachments to tractor with clevis or wedge pin hitches.

Operator may be required to connect hydraulic hoses, belts, mechanical linkage, or power take-off shaft to tractor to provide power to raise, lower or tilt attachments.

Maintains water control facilities by cleaning debris, installing or removing boards to manipulate water level.

Repairs streets with asphalt, cold patching materials, and concrete.

Removes and replaces traffic signs.

Replaces worn or damaged parts such as hoses, wiring, and belts, in machines and equipment.

Cuts grass and trims weeds on District property or easements.

Cleans buildings, washes windows, and empties trash cans.

Paints interior and exterior walls and trim.

Reads data from District monitoring facilities (staff gauges, rain gauges and ground water wells).

Operates rubber-tired front-end loader, equipped with front-mounted hydraulically powered bucket used to scoop or lift and transport bulk materials to and from storage areas and load into dump truck. May be equipped with front-mounted rake attachment used to clear land.

Operates rubber-tired loader backhoe to install outfall pipes across District right-of-ways in order to increase efficiency of mowing crews.

Operates rubber-tired loader backhoe to repair District rights-of-way, clean canals, ditches & slope banks. Loads dirt or debris into dump truck.

Operates rubber-tired loader backhoe to repair guardrails and other minor bridge maintenance activities.

Other heavy equipment operations may be called upon.

LANGUAGE SKILLS: Ability to read and comprehend simple instructions, short correspondence and memos. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to read and comprehend chemical labels and MSD sheets. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situation to other employees of the District. Ability to speak effectively before groups of customers or employees of organization. May be given a skills assessment test.

MATHEMATICAL SKILLS: Ability to calculate figures and amounts such as proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry. May be given a skills assessment test.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. May be given a skills assessment test.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and climb or balance. The employee frequently is required to stand, walk, sit, and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must occasionally lift and/or move up to 50 pounds. The employee is required to walk on uneven and sloping grounds (ditch banks). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; and outside weather conditions. The employee is frequently exposed to extreme cold, extreme heat, and vibration. The employee is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals. The noise level in the work environment is usually loud. The employee will be required to wear safety equipment as determined by the chemical labels of the product being used. Other safety equipment may be required to be worn by the employee. This equipment will be dictated by the type of work or work environment.

Change Log:

- Revised 2017/07/27 – Scrivener’s error in memo dated 2014-09 regarding certifications for Stormwater training.
- Changed East County Water Control District to Lehigh Acres Municipal Services Improvement District in the title.
- Changed Canal Maintenance Manager to Field Operations Director.
- Changes font to Times New Roman.

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Land Purchase Offer

Meeting Date: August 17, 2026

Agenda Item # 3D

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve a counter-offer to the Seventh Day Church of God for the amount of \$26,000 with LA-MSID paying closing costs.

2 What the action accomplishes: Will quickly add this parcel to be part of the sinkhole parcel for continuing historical exploration and to be ready for construction planning.

3 Fiscal Impact: \$30,000

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER ☒ ASSISTANT DISTRICT MGR
☐ ATTORNEY ☒ FIELD DIRECTOR
☒ ENGINEER ☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED



**LEHIGH ACRES
MUNICIPAL
DISTRICT**

COMMISSIONERS

Chair: Michael Bonacolta

Vice Chair: Julie Hollingsworth

Treasurer: Rebecca Thompson

Secretary: David Deetscreek

Commissioner: Katy Hoover

DISTRICT STAFF

Manager: David E. Lindsay

Asst. Manager: Michael S. Cook

AFFILIATIONS

*Florida Association of
Special Districts*

Florida Stormwater Association

June 25, 2026

SEVENTH DAY CHURCH OF GOD
INTERNATIONAL MINISTRIES INC
1006 MEXICO AVE S
LEHIGH ACRES FL 33974

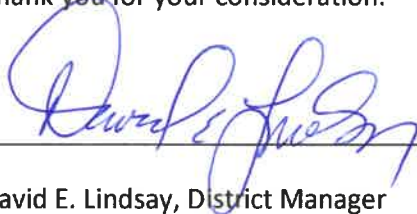
Attn: Christopher McEwan, Senior Pastor

Dear Chris,

The Lehigh Acres Municipal Services District is making an offer to your church for the one-quarter acre depicted in the attachment, for \$20,000, with each side paying the customary fees and taxes. The District proposes a closing date of August 26th, or before. Please respond with your decision within 10 days of your receipt of this proposal.

We would take care of all tasks related to the parcel creation LA-MSID will be utilizing our general attorneys, Lewis, Longman, & Walker to represent our side from contracting to closing.

Thank you for your consideration.



David E. Lindsay, District Manager

6/25/26

Date

Lehigh Acres Municipal District

601 East County Lane, Lehigh Acres, FL 33936

(p) 239-368-0044 (f) 239-368-5412 email@la-msid.com www.la-msid.com

Dave Lindsay

Subject: FW: Sinkhole

From: Darren Townsend

Sent: Wednesday, June 3, 2026 8:30 AM

To: 'Dave Lindsay' <DLindsay@la-msid.com>; Daniel Schroeder <dschroeder@aimengr.com>; Mike Cook <MCook@la-msid.com>

Cc: Lisa Waskiewicz <LWaskiewicz@la-msid.com>; Randy Hudson <rhudson@aimengr.com>

Subject: RE: Sinkhole

David,

We have a preliminary geometry calculated for the church parcel. Please see the green line work below.

We focused on keeping the area at 0.25 acres. Please let us know if you would like to make any adjustments. If everything looks good, we'll get the legal and sketch going.

Dave Lindsay

From: Darren Townsend <dtownsend@aimengr.com>
Sent: Wednesday, June 3, 2026 8:30 AM
To: Dave Lindsay; dschroeder@aimengr.com; Mike Cook
Cc: Lisa Waskiewicz; Randy Hudson
Subject: RE: Sinkhole

Follow Up Flag: Follow up
Flag Status: Flagged

David,

We have a preliminary geometry calculated for the church parcel. Please see the green line work below.

We focused on keeping the area at 0.25 acres. Please let us know if you would like to make any adjustments. If everything looks good, we'll get the legal and sketch going.



Thank you,



Darren Townsend, PSM

Survey Manager, **AIM Engineering & Surveying, Inc.**
P: [239.284.1912](tel:239.284.1912) | M: [239.336.9199](tel:239.336.9199) | www.aimengr.com

Bartow | Fort Myers | Jacksonville | Orlando | Tampa



**AIM ENGINEERING
& SURVEYING, INC.**
Celebrating 45 years of excellence!

From: Dave Lindsay <DLindsay@la-msid.com>

Sent: Thursday, May 28, 2026 11:27 AM

To: Daniel Schroeder <dschroeder@aimengr.com>; Mike Cook <MCook@la-msid.com>

Cc: Lisa Waskiewicz <LWaskiewicz@la-msid.com>; Darren Townsend <dtownsend@aimengr.com>

Subject: RE: Sinkhole

EXTERNAL SENDER: Use caution with links and attachments.

Today (all day open), Monday
(not between 1:00 and 3:30), or Tuesday
(not between 12:00 and 2:30), next week.

David Lindsay
District Manager

Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936
Hours: M-TH 7:00am-5:30pm
Phone: (239) 368-0044
Email: dlindsay@la-msid.com

Disclaimer: Please do not send personal e-mails to this address. According to Florida Public Records Law, email correspondence to and from LA-MSID, including email addresses, is public record and must be made available to the public/media upon request, unless otherwise exempt by the Public Records Law. If you are not the intended recipient, please notify the sender immediately.

From: Daniel Schroeder <dschroeder@aimengr.com>

Sent: Thursday, May 28, 2026 11:17 AM

To: Dave Lindsay <DLindsay@la-msid.com>; Mike Cook <MCook@la-msid.com>

Cc: Lisa Waskiewicz <LWaskiewicz@la-msid.com>; Darren Townsend <dtownsend@aimengr.com>

Subject: RE: Sinkhole

Dave,

Dave Lindsay

From: Dave Lindsay
Sent: Thursday, August 6, 2026 2:42 PM
To: Christopher McEwan
Subject: Re: Land Offer

I will take this to the Board. They authorized me to \$25,000. I'll get back to you.

Sent via the Samsung Galaxy S25+, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Christopher McEwan <mcewanchristopher@yahoo.com>
Sent: Thursday, 06 August 2026 14:22:05
To: Dave Lindsay <DLindsay@la-msid.com>
Subject: Re: Land Offer

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David Lindsay

District Manager

Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936
Hours: M-TH 7:00am-5:30pm
Phone: (239) 368-0044
Email: dlindsay@la-msid.com

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Dave Lindsay

From: Dave Lindsay
Sent: Thursday, August 6, 2026 10:11 AM
To: 'Christopher McEwan'
Cc: Mike Cook
Subject: RE: Land Offer

Chris, we would like to counter-offer \$25,000 and we pay all closing costs.

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From: Dave Lindsay
Sent: Thursday, August 6, 2026 2:07 PM
To: 'Christopher McEwan'
Subject: RE: Land Offer
Attachments: Addition to Sinkhole lands.pdf

David Lindsay

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Dave Lindsay

From: Dave Lindsay
Sent: Thursday, August 6, 2026 2:42 PM
To: Christopher McEwan
Subject: Re: Land Offer

I will take this to the Board. They authorized me to \$25,000. I'll get back to you.

Sent via the Samsung Galaxy S25+, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Christopher McEwan <mcewanchristopher@yahoo.com>
Sent: Thursday, 06 August 2026 14:22:05
To: Dave Lindsay <DLindsay@la-msid.com>
Subject: Re: Land Offer

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<Addition to Sinkhole lands.pdf>

Dave Lindsay

From: Christopher McEwan <mcewanchristopher@yahoo.com>
Sent: Thursday, August 6, 2026 2:46 PM
To: Dave Lindsay
Subject: Re: Land Offer

Ok, let me know.

Thanks Dave
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<Addition to Sinkhole lands.pdf>

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Leeland Bottomless Lake Building

Meeting Date: August 17, 2026

Agenda Item # 4A1

☐ CONSENT ☐ ACTION ☒ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion:

N/A

2 What the action accomplishes:

Provides for a forum to discuss the progress for the interpretive Center's likelihood of being located on LA-MSID's 19-acre sinkhole parcel.

3 Fiscal Impact:

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER ☒ ASSISTANT DISTRICT MGR
☒ ATTORNEY ☐ FIELD DIRECTOR
☐ ENGINEER ☐ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Manager Replacement Strategy, Schedule and Survey

Meeting Date: August 17, 2026

Agenda Item # 4A2

☐ CONSENT ☐ ACTION ☒ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: N/A

2 What the action accomplishes: Provides for a forum, to discuss the procedure for replacing the Manager by October 31, 2027.

3 Fiscal Impact:

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☒ ATTORNEY	☐ FIELD DIRECTOR
☐ ENGINEER	☐ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: 2027 Legislative Appropriation

Meeting Date: August 17, 2026

Agenda Item # 4A3

☐ CONSENT ☐ ACTION ☒ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: N/A

2 What the action accomplishes: Allows for discussion on projects to bring to the 2027 Legislature.

3 Fiscal Impact:

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ ASSISTANT DISTRICT MGR
☒ ATTORNEY	☐ FIELD DIRECTOR
☐ ENGINEER	☐ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

AIM Engineering & Surveying, Inc.

August 10, 2026

Board of Commissioners
Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Re: Engineer's Report for the August 2026 Board Meeting

Dear Board Members:

The status of current projects and tasks involving the District Engineer is outlined as follows:

General Consulting

- Review the board agenda and prepare the monthly engineering report.
- Review and recommendation for permits within the report timeframe.
- Coordination and planning related to the Sinkhole parcel.
- Welcome sign coordination.

Recently Completed Projects

- Southwest Lehigh Groundwater Recharge and Aquifer Restoration (February 2018)
- Hendry Canal Extension Widening (February 2021)
- Halfway Pond – SR 82 Segment 3 (April 2019)
- JUSWMSA Agreement – FDOT (March 2021)
- West Marsh Design (May 2021)
- Weir S-VL-1 Replacement (August 2023)
- CREST Phase 2 (February 2024)

Current Projects Progress

Frank Mann Preserve (Formerly GS-10): The Frank Mann Preserve property was purchased by Lee County Conservation 20/20. A March 2019 Memorandum of Understanding (MOU) between Lee County and LA-MSID allows LAMSID to construct and maintain a stormwater storage and water quality system within the parcel. LA-MSID issued a Purchase Order to AIM in March 2020 to prepare a Land Management Plan as one of the first step requirements of the MOU. Following a presentation to Lee County's Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) made in December 2020, the committee recommended approval. The LA-MSID Board approved the Land Management Plan in January 2021 for submission to the Lee County Board of County Commissioners. The Lee County Board approved the County Commissioners' plan on their March 2021 agenda. The LA-MSID Board approved a purchase order to AIM for an initial design scope at the August 2021 Board meeting. Lee County cleared a small park access area.

As a result of critical Hurricane Ian recovery efforts, progress on the Frank Mann Preserve project was delayed. LAMSID staff continued to complete exotic vegetation removal & maintenance berm/access work, which aided the design team in understanding the effort involved in re-establishing the berm in the NW corner of the project. The design team recommended additional survey data to be collected along the northwest berm to aid in the completion of the 90% plans and permit application. Additional topographic survey data was completed in January 2024.

The project was selected to receive \$15M in grant funding. LAMSID signed the agreement with SFWMD/FDEP to receive the funds. The purchase order for Phase 1 Post-Design & Construction-Phase services and Phase 2 Surveying, Modeling, Design, Permitting, Post-Design, and Construction Phase services was approved during the June board meeting.

LA-MSID staff finalized exotic vegetation removal activities, and the final existing conditions were surveyed in late December 2025, as well as new drone aerials.

AIM and LA-MSID staff worked to amend the grant agreement to adjust the schedule and incorporate the filter marsh envisioned for Phase 2 to be permitted and constructed in Phase 1. Conceptual filter marsh design was developed and incorporated in Phase 1 using the new survey data from late December 2025. New survey data was also collected in late April 2026 and incorporated into the filter-marsh design in progress in May 2026. Phase 1 Design was submitted for permit application in late July 2026, which incorporates the new survey, drone aerials, and survey data to support the filter marsh design. LA-MSID and AIM have a meeting with SFWMD staff August 12th to review the project. The first round of permitting comments are expected later August or early September. In the meantime, Electrical and Structural Engineering design, as well as quantities/EOPC/bid documents, have commenced to be ready for construction once permits are received.

Caloosahatchee River and Estuary Storage and Treatment (CREST): LA-MSID purchased approximately 105 acres for the CREST preserve and stormwater treatment area. The LA-MSID Board authorized the design of this project in November 2019. AIM staff had a meeting with LA-MSID staff in April 2020 to review concepts for developing final plans. The design elements include an interconnecting channel between Dog Canal and Hendry Canal to balance flows between the Bedman Creek and Carlos Waterway Drainage Basins. A retention reservoir also provides year-round treatment of suspended solids through increased flow way resident time and storage to attenuate peak stages during storm events. Additionally, wetland plantings provide water quality treatment through nutrient uptake within the circuitous wetland flow pathway.

Due to grant funding, the design plans and construction activities required a phased approach. AIM developed the scope of work for design phasing, post-design, and construction phase services and provided it to LA-MSID staff for review, which partially addressed the required Caracara monitoring. The LA-MSID Board approved a contract with AIM for this effort on 6/21/2021.

CREST Phase 1

Phase 1 of the CREST project is complete, which includes maintenance dredging of the Dog to Hendry canal and replacement and relocation of weir S-H-2.

CREST Phase 2

LA-MSID received a \$2 million grant award to complete Phase 2. Bids for Phase 2 construction were received on December 15, 2022. The groundbreaking ceremony was held on February 15, 2023. Turnbull Environmental completed CREST Phase 2 construction in February 2024.

CREST Phase 3

LA-MSID received an additional \$4.06 million in grant funds to allow for the construction of the full build-out of the CREST project (Phase 3). AIM worked to complete the additional design and permitting tasks required to revise the plans and permitting approach to include the full project

build-out. AIM's Environmental Scientist coordinated with USFWS to clarify construction restrictions related to the Caracara nesting site. The design team completed the 100% plan set for Phase 3, and the SFWMD permit was issued on May 22, 2023. Phase 3 bids were received on April 18, 2024, with Turnbull Environmental awarded the project at the April 2024 LAMSID board meeting.

The Notice to Proceed with construction was given on May 1, 2024. Phase 3 is due to be substantially completed by August 31, 2025, and finally completed by September 30, 2025. The SFWMD permit modification was submitted on 9/18/2024 to allow for the excavation of the Caracara nest buffer area. On August 20, 2025, LA-MSID received permit approval to excavate the previously protected Caracara nesting site and 300' buffer zone. A time-extension change order was approved to allow the contractor additional time to excavate the Caracara buffer area for additional stormwater storage within CREST. As part of approved change order 01, the contractor planted at a higher density of plants and trees for Phase 3 while remaining within the awarded grant funding amount.

The pump installation was completed, paid for through grant funds, which will allow additional stormwater volume from Dog Canal to be pumped into the CREST project during severe storm events.

The contractor has completed the punch-list items related to the Substantial Completion walkthrough that occurred on June 1, 2026. With this month's final change order and application for payment, the construction is complete. Grant closeout items will continue in the following months.

The project is anticipated have a ribbon-cutting ceremony scheduled for the cooler fall months.

Rehydration of Bedman (Creek) Utilizing Storage & Treatment (ROBUST)

LA-MSID gained legislative funds to purchase and improve two parcels within Lehigh Acres: A Sinkhole Parcel (34-44-27-00-00001.0140) and the ROBUST Parcels (36-43-27-01-00000.A000 & 36-43-27-00-00004.0020). AIM conducted Phase I Environmental Reports for the Sinkhole and Robust parcels. The purpose of these assessments was to characterize the environmental conditions based on readily available information & site observations and to identify recognized environmental conditions. To assist with water quality grant funding applications, AIM prepared a conceptual ROBUST nutrient removal analysis.

ROBUST Phase 1

Grant funding for Phase 1 was achieved to purchase the triangular parcel (36-43-27-01-00000.A000), which is a 15-acre site envisioned to provide additional stormwater storage volume, flood mitigation, and water quality benefits to the Bedman Creek Drainage Basin.

ROBUST Phase 2

LA-MSID also received grant funding for Phase 2 of the ROBUST project, which includes the design and construction of the triangular stormwater storage and water quality facility to store flows from Dog Canal, as well as an emergency overflow connection to the Carlow Waterway during extreme storm events. With the grant agreement finalized, LAMSID approved a design scope of services during the January board meeting. The Notice to Proceed is March 10, 2025. The design team and LA-MSID conducted a kick-off meeting to strategize a project approach that best suits LA-MSID.

ROBUST Phase 3

Subsequently, a \$1.705M grant was awarded for the ROBUST Phase 3 project, which expands the stormwater storage capacity and bypass benefits by utilizing the floodplain within Bedman Creek (storage) and adding a water control structure with berming to better direct flows from Bedman Creek to the Carlos Waterway (bypass). A grant amendment to the ROBUST project combines the phases into a single ROBUST project. LAMSID approved a scope of work that includes the additional design, bidding, and construction-phase services related to the now combined Phase 2 & 3 ROBUST project in the form of a change order to Robust Phase 2.

ROBUST Phase 4

Another \$1.6M grant was awarded for ROBUST Phase 4, which will allow for the design and construction of a more sophisticated structure for the Bedman to Carlos bypass that includes electrically actuated gates. LA-MSID staff are working to formalize the grant agreement with FDEP and will likely complete another amendment to have Phase 4 funds combined with a singular ROBUST project.

ROBUST (Combined project into a single phase)

AIM's environmental team has completed the environmental survey required for the permit application. Survey data collection is completed.

The modeling report was completed in March 2026, which includes the evaluation of a new S-CW-6 structure that governs flows from Carlos Waterway to Bedman Creek.

ROBUST Design is ongoing, with permit application anticipated for submittal in September 2026.

Bottomless Lake (Sinkhole Parcel)

AIM provided LAMSID staff with a conceptual scope, fee, and construction cost to be utilized toward the grant application submittal. AIM completed a high-level Due Diligence report for the parcel to identify current and/or needed permits and buffering requirements. LAMSID gained a Limited Development Order (LDO) permit to construct security fencing along the parcel's frontage adjacent to the roadway.

LA-MSID was awarded \$2.2M for the Sinkhole project to move forward. AIM will work with LA-MSID staff on a Grant Work Plan and provide a scope of services for authorization so that the project's design can commence as soon as the grant agreement is finalized. A workshop was held on September 30 with LA-MSID board members and the public.

An architectural review (including their mechanical, electrical, plumbing, and general contractor team members) was conducted on October 2nd to review the building conditions and advise on expected renovation costs.

AIM trail route concepts were developed and reviewed by the LA-MSID board at the January board meeting. The planning team is exploring a turnkey new building solution, such as Romtec, which could provide a cost-effective new construction alternative to an existing building retrofit.

Clarification has been obtained that the grant agreement likely does not require modification, as construction of a new cultural facility building is within the intent of the current grant agreement. AIM and LA-MSID provided a narrative and exhibits of the new building site to allow FDEP to provide a letter of agreement stating that constructing a new cultural facility is acceptable within the intent of the current grant agreement. AIM staff worked to itemize the site improvement cost

to provide clarity on the anticipated remaining grant funds that can be utilized for the construction of the new cultural facility building.

The grant funding appropriation passed voting and was not vetoed by the governor, so funding for the sinkhole project has been secured. AIM and LA-MSID staff worked to complete the Grant Initiation Form to finalize the grant agreement to initiate the project.

Alico Road Extension Analysis for Sunshine Boulevard

LAMSID was contacted by the Lee County Department of Transportation (Lee DOT) to determine water management requirements for a proposed new road connecting Alico Road to SR 80. The proposed road will connect to Sunshine Blvd at its junction with SR 82. The interchange with SR 82 will be enhanced to facilitate improved flow patterns, and the impervious area of that interchange will be significantly greater than the existing interchange. Sunshine Boulevard will be widened up to and through the junction with Able Canal north of Lee Blvd. The widened road will generate additional runoff, which will need to be managed so that peak water elevations do not increase in Able Canal as it passes under Sunshine Blvd. During a meeting on July 27, 2024, with Lee County DOT and Johnson Engineering, Inc., it was explained that the section of the Sunshine Blvd widening between SR 82 and 23rd Street SW is on a critical path schedule.

During said meeting, Water Science Associates (WSA) was requested to provide an accelerated analysis of the impact of the road widening on water levels and flows in Sailfish Canal, as well as impacts on canal water levels at the junction of Sailfish Canal and Able Canal. A more comprehensive analysis of the impacts of the proposed roadway changes is being negotiated between LA-MSID and Lee County DOT. WSA & AIM completed a draft report of the findings and provided draft recommendations for LAMSID staff and the board to consider to mitigate impacts to the LAMSID drainage system.

A follow-up meeting was conducted in September 2025 to further discuss the ROW capacity topic. The roadway improvements require LC to acquire canal ROW from LAMSID. AIM and WSA worked with LC DOT and Johnson Engineering to agree upon the volume of lost stormwater storage impact to mitigate due to LAMSID's lost canal ROW. A monthly meeting has been established between the stakeholders to keep coordination efforts moving forward. However, the October meeting was postponed to a date to be determined due to Hurricane Milton. During the November meeting, WSA, AIM, and LAMSID staff worked to clarify the acceptable lower and upper limits to calculate the lost ROW storage volume. However, LCDOT expressed a desire to develop an agreement for the entire stretch of the project from SR 82 to SR 80. LAMSID staff met with key LCDOT staff to discuss large-scale improvements that work for both LAMSID and LCDOT in February 2025.

LA-MSID and LCDOT are currently working on finalizing an agreement and means of fund transfer to allow initial modeling and other projects to commence, which will include required timelines for the projects to be completed that correspond to the given roadway phases. Funding for the District-wide modeling effort was on the Lee County Commissioner Board Meeting agenda for January 2026.

Funding for the District-wide modeling effort was approved, and APEX (formerly known as WSA) has started modeling. Potential conflicts of interest between internal APEX companies have been resolved. Lee County also selected an engineering firm to design and construction of three weirs within Spratt, Moonfish, and Trout Canals, as well as the replacement of S-SF-1 (AIM was considered a conflict of interest).

APEX/WSA is working with LA-MISD staff to clarify a few data topics and anticipates having the existing model simulations calibrated in August to be able to start running proposed condition simulations.

Centennial Flood Mitigation

LA-MSID coordinated with Lee County and SFWMD regarding the recent road flooding in the Centennial area south of Buckingham Road during the wet season 2024. The land elevation falls to the northwest, whereas the LA-MSID canals direct flow to the southeast. Therefore, flood mitigation concept projects were developed during the Southern Lee County Flood Mitigation Plan, including a stormwater storage area and a new outfall route to the north of Buckham Road. Initial coordination with Lee County has resulted in LA-MISD learning that the project(s) are low on the County's flood mitigation prioritization list. However, this project is now being considered as one of the projects to analyze further in correlation with the Lee County Sunshine Widening project.

RISE: LA-MSID CIP Grant Appropriation Request for Weir Replacement & Retrofitting

AIM prepared cost estimates for the water control structures S-O-1, S-BP-1, S-BL-2, S-R-1, and S-SF-3, which were presented for a grant funding appropriation request during the 2026 legislative session as reviewed at the October board meeting.

S-BP-1 involves full replacement, S-O-1 is being replaced and relocated, whereas S-R-2 and S-SF-3 are slated for modernization upgrades, including electric actuation and remote-control integration. S-BL-2 has been observed to float/tilt, so this structure's improvement includes repairs and modifications to mitigate the potential for floating/tilting, allowing the gates to be safely operated again.

LA-MSID's requested grant appropriations passed and was not vetoed by the governor, so these weir replacement projects moving forward and paid through grant funds. AIM is working with LA-MSID staff to complete the Grant Initiation Form and Work Plan needed to get the grant agreement finalized.

If you have any questions or inquiries, please call my cell at (239) 823-8171.

Sincerely,

AIM Engineering & Surveying, Inc.

Daniel Schroeder, PE, MSE, PMP

Vice President & Civil Group Manager

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

MANAGER'S REPORT

August 17, 2026

NEW BUSINESS

OLD BUSINESS

- **Interpretive Center** – The saga with FDEP not allowing us to build the interpretive center on the sinkhole parcel is behind us! I am now working with FDEP grant agreement department. We should have a signable grant agreement by our September meeting.
- **Frank Mann Preserve-Greenbriar Connector Parcels**– Staff has bid, won and purchased tax certificates for five larger parcels that lie between and enroute from Frank Mann Preserve to Greenbriar Swamp. Our long-term goal is to call them to sale and purchase them. The parcels either contain District facilities or are deep storage areas that we can use, or both. We should be able to call them to sale after April 1, 2027.
- **Buckingham Trails Preserve Reservoir Project** – Since the rainfall event in June 2024, the possibility of this project has gained steam. It was discussed at the Lee County/SFWMD meeting and was discussed at the Lehigh Watershed Initiative meeting in July '24. I will be discussing this with LDOT, in relation to the Sunshine widening. We waiting for the County's first draft of a comprehensive agreement. The latest discussions have centered on adding this project to CDBG federal funding.
- **CREST** – Phase II is complete. The third phase – construction has begun on May 6th, 2024. We are signing the substantial completion letter soon. Final completion should be in one or two months. We can expect that we will have a ribbon cutting in the summer or fall of '26.
- **2025 Culvert Replacement** – Staff has completed the sixth culvert crossing for 2026.
- **Parking at West Marsh** – Lee County does have a construction schedule for the West Marsh. Design and permitting has \$262,500 allotted in 2024-25 and construction has been allotted \$1,750,000 in 2025-26. The design of the project has been made public.
- **ROBUST** - With the award of 2025 \$1.6-million appropriation, the project now is funded at a total of \$4.805-million. The project is in early design. This project will need a federal permit.
- **Alico Connector Road and Sunshine Widening**– Lee County is currently drawing up plans to connect Alico Road to Sunshine Blvd. In order to complete this project, they have to determine what they are going to do with in additional stormwater that the project generates. Lee County also wants to widen Sunshine to the north and ultimately connect it to State Road 80. They will need up to 50-acres of District land to accomplish these tasks. LA-MSID is performing a modelling study with Lee County's \$250,000, to clarify stormwater discharge issues from the

project. The additional run-off is approximately 12 acre-feet, we will lose 304 acre-feet of storage due to the loss of land to the project and also the lost amount of storage, based on the Lee County road land acquisition of LA-MSID canal right of way on Sailfish Canal. Staff has submitted a LA-MSID needs assessment to the County in February.

The County and LA-MSID have tentatively on our modelling, build three new structures in the southwest, rebuild structure S-SF-1 and add on to Structure S-P-2. The schedule to begin construction on Phase III Sunshine widening from SR 82 to 23rd St is set for 2029. Mike Cook has been selected to be a non-voting member on the design engineering selection committees for the three new LA-MSID weirs and the rebuild of our Sailfish 1 structure. We are to meet with County attorneys on May 21, 2026, to finalize the agreement for the Commissions to consider.

- **Potential Lawsuits** –A June 2023 accident at Able Canal and Magnolia St. has been presented. I am not aware of any currently active lawsuits.
- **District Manager Enters Drop** – As of November 1st 2019, I officially entered into the drop program. The Legislature and the Governor have passed a law that will allow all participants to add 3 full years to their DROP for a total of eight. I have a new contract that will give me the opportunity to continue my employment up to October 31, 2027.
- **GS-10, Frank Mann Preserve** –The MOU with Lee County is fully executed. It explains the separation of duties between the two agencies LA-MSID must complete the Land Management Plan before we can move on to design. Our commissioners approved the Land Management Plan on January 25th, 2021. AIM Engineering has started the final design of the project as of September 1st, 2021. Our staff is mobilized and are doing a fantastic clearing job in GS 10. In 2024, Governor DeSantis awarded LA-MSID a \$15.5 million grant, thanks to recommendations from Lee County and SFWMD. The grant will be administered through SFWMD. We are currently developing a contract that will govern how the money will be spent. The permits should be applied for within a few months. The final documents with SFWMD for funding have been signed, as of July 31, 2025, let's get to work! The additional design for Phase I is under way. This project will not need a Federal permit, which will help move this project more quickly. It appears that there will be some non-consequential changes in our agreement with SFWMD.
- **Greenway Agreement** –The agreement has been signed by all parties. The project is currently under design with Lee County Parks. We have sent staff and AIM design comments to the County. They are at 90% design as of May 2022. Construction is slated to start in FY 25-26. The construction contract was signed in June 2025. Construction has begun.
- **Contract Renewals** – Renewal dates for the Board's consultants:
 - AIM Engineering – March 1st of each year
 - Hultman and Joshi Law Firm – February 24th of each year.
 - David E. Lindsay – October 31, 2027
 - Lewis, Longman & Walker – Potential Increase in December

COMMUNITY OUTREACH

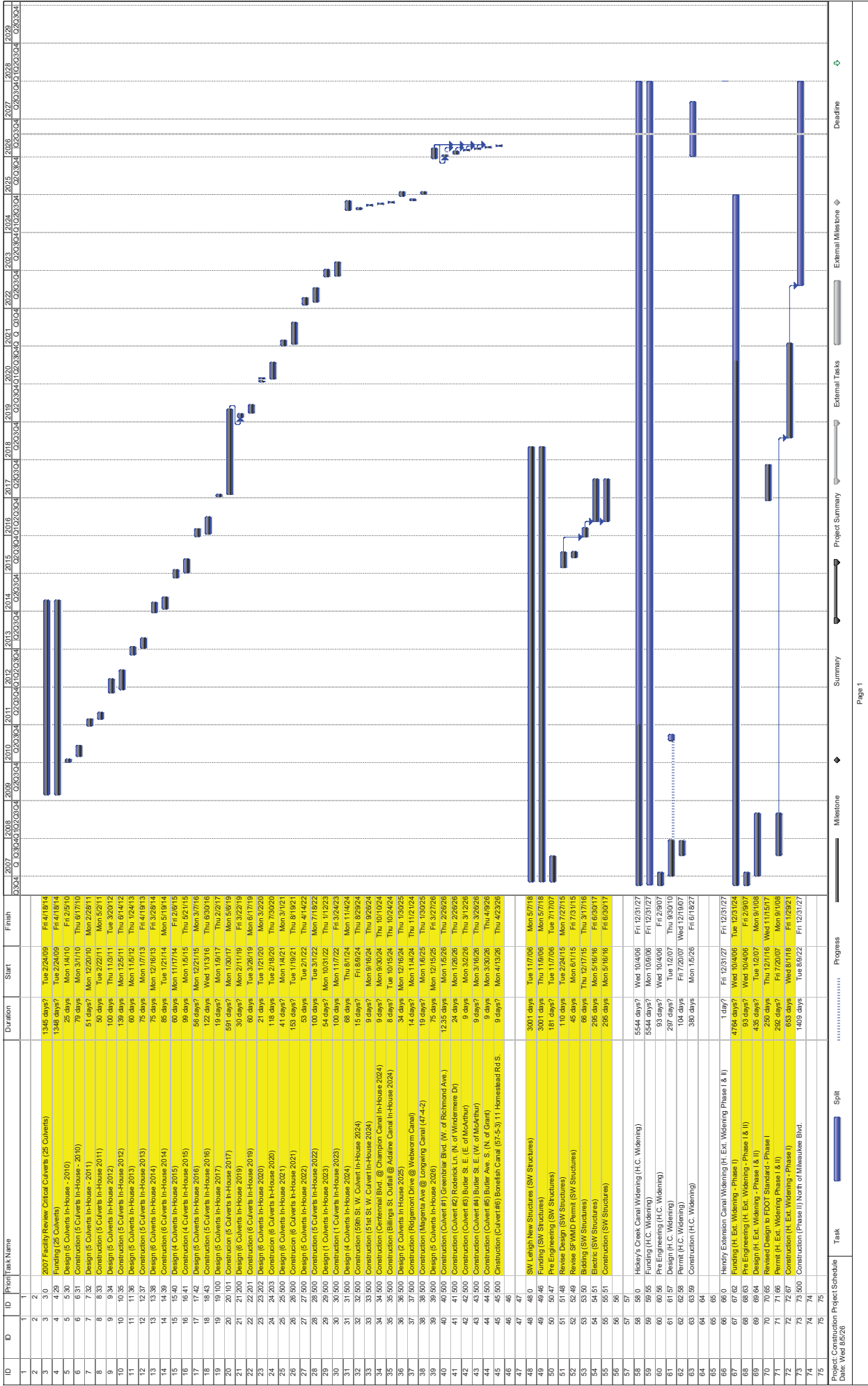
Community Outreach Education LA-MSID is continually researching community outreach, NPDES and other relevant grants that could benefit the District. The administration staff continues to build relationships with other governmental, media and community groups in order to enhance LA-MSID's image and raise awareness.

The District has been getting great media coverage this year. Staff is continually working with staff to identify newsworthy items and has secured great coverage.

- Staff is reviewing policies to stay on top of our goals and keep the public up to date on our projects.
- We are continuing with our consistent social media posts. Staff has implemented a LA-MSID In Action & Water Quality Wednesday series of social media posts to showcase the work the District does. It has received great feedback and increased community involvement. Our reach has increased 200% in the last month.
- Staff participated in the fire department's Community Safety & Fire Prevention Day on 10/18.
- The Wings Over Water Festival was 1/24! We have a fantastic setup of vendors for every area including our farmer's market, which has really grown this year.
- Staff participated in the Swamp Cabbage Festival parade on 2/21. We were well received and past attendees requested the District to return again this year.
- Staff executed Harns Marsh birding tour on 11/1 and 3/7. The tours were full and very well received by members of the community and the Audubon of the Western Everglades.

EMPLOYEES

- **Employee of the Month for July '26 is Belinda "Bo" Ogle.** Bo goes above and beyond to ensure our workplace remains safe, healthy, and well-equipped. Her thoughtful attention to detail and ability to anticipate what our team needs before we ask exemplify her exceptional commitment. She consistently stays one step ahead, anticipating the needs of our team before they even arise.
- **Upcoming Events:**





ID	D	ID	Profile	Task Name	Duration	Start	Finish
151	151	151					
152	152	152					
153	153	153					
154	154	154					
155	155	155					
156	156	156					
157	157	157					
158	158	158					
159	159	159					
160	160	160					
161	161	161					
162	162	162					
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188	188	188					
189	189	189					
190	190	190					
191	191	191					

Funded by:

	South Florida Water Management
	Not yet determined
	Multiple Org/Indiv
	Florida Dept of Environmental Protection
	Lehigh Acres Municipal Services Improvement District

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
COMBINED BALANCE SHEET
JUNE 30, 2026 (UN-AUDITED)

	Capital Project Funds					
	General	Debt Service	Capital Projects	Capital Equipment	Bridge Renewal Replacement	Total
ASSETS						
Cash and Cash Equivalents	\$ 2,848,926.51	\$ 1,005,465.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,854,391.51
Due from Other Governments	38,027.91	0.00	114,222.50	0.00	0.00	152,250.41
Due from Other Funds	130,458.38	0.00	0.00	24,438.77	0.00	154,897.15
Accounts Receivable, net	664,489.78	0.00	0.00	0.00	0.00	664,489.78
Prepaid Items	15,385.13	0.00	0.00	0.00	0.00	15,385.13
Deposits	1,851.00	0.00	0.00	0.00	0.00	1,851.00
Restricted Investments	4,831,839.72	0.00	370,171.29	454,501.20	1,675,925.07	7,332,437.28
Total Assets	<u>\$ 8,530,978.43</u>	<u>\$ 1,005,465.00</u>	<u>\$ 484,393.79</u>	<u>\$ 478,939.97</u>	<u>\$ 1,675,925.07</u>	<u>\$ 12,175,702.26</u>
LIABILITIES, DEFERRED INFLOWS & FUND BALANCE						
LIABILITIES						
Accounts Payable	231,467.21	0.00	437,495.17	0.00	0.00	668,962.38
Retainage Payable	0.00	0.00	1,000.00	0.00	0.00	1,000.00
Due to Other Funds	0.00	0.00	153,564.44	0.00	1,332.71	154,897.15
Deposits	9,922.71	0.00	0.00	26,553.45	0.00	36,476.16
Accrued Liabilities	3.48	0.00	0.00	0.00	0.00	3.48
Total Liabilities	<u>241,393.40</u>	<u>0.00</u>	<u>592,059.61</u>	<u>26,553.45</u>	<u>1,332.71</u>	<u>861,339.17</u>
DEFERRED INFLOWS						
Unavailable Revenue - Grants	644,087.45	0.00	114,222.50	0.00	0.00	758,309.95
Total Deferred Inflows	<u>644,087.45</u>	<u>0.00</u>	<u>114,222.50</u>	<u>0.00</u>	<u>0.00</u>	<u>758,309.95</u>
FUND BALANCE						
Fund Balance - Beginning	5,848,585.77	856,684.17	274,356.73	(81,137.22)	1,352,801.16	8,251,290.61
Change in Fund Balance	<u>1,796,911.81</u>	<u>148,780.83</u>	<u>(496,245.05)</u>	<u>533,523.74</u>	<u>321,791.20</u>	<u>2,304,762.53</u>
Total Fund Balance	<u>7,645,497.58</u>	<u>1,005,465.00</u>	<u>(221,888.32)</u>	<u>452,386.52</u>	<u>1,674,592.36</u>	<u>10,556,053.14</u>
Total Liabilities, Deferred Inflows & Fund Balance	<u>\$ 8,530,978.43</u>	<u>\$ 1,005,465.00</u>	<u>\$ 484,393.79</u>	<u>\$ 478,939.97</u>	<u>\$ 1,675,925.07</u>	<u>\$ 12,175,702.26</u>

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
JUNE 30, 2026 (UN-AUDITED)
YEAR-TO-DATE

	CAPITAL PROJECT FUNDS					Total
	General	Debt Service	Capital Projects	Capital Equipment	Bridge Renewal Replacement	
REVENUES						
Tax Assessments	\$ 7,080,141.02	\$ 0.00	\$ 0.00	\$ 0.00	\$ 285,000.00	\$ 7,365,141.02
Tax Assessments - PY/Penalties/Interest	0.00	0.00	0.00	11,286.94	0.00	11,286.94
Tax Assessments - Discounts	(225,101.46)	0.00	0.00	0.00	0.00	(225,101.46)
Permit Fees	0.00	0.00	0.00	832,293.55	0.00	832,293.55
Intergovernmental - Grants	0.00	0.00	1,323,302.60	0.00	0.00	1,323,302.60
Miscellaneous Revenue	154,465.57	0.00	123,790.39	0.00	0.00	278,255.96
Interest Income	153,485.49	15,798.56	20,792.92	5,074.25	40,504.42	235,655.64
Total Revenues	<u>\$ 7,162,990.62</u>	<u>\$ 15,798.56</u>	<u>\$ 1,467,885.91</u>	<u>\$ 848,654.74</u>	<u>\$ 325,504.42</u>	<u>\$ 9,820,834.25</u>
EXPENDITURES						
Current						
Physical Environment						
Administration						
Personal Services	1,136,409.13	0.00	0.00	0.00	0.00	1,136,409.13
Operating Expenses	<u>726,003.99</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>726,003.99</u>
Total Administration	<u>1,862,413.12</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,862,413.12</u>
Field Operations						
Personal Services	2,160,969.54	0.00	0.00	0.00	0.00	2,160,969.54
Operating Expenses	<u>639,286.61</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,713.22</u>	<u>642,999.83</u>
Total Field Operations	<u>2,800,256.15</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,713.22</u>	<u>2,803,969.37</u>
Capital Outlay	0.00	0.00	1,964,130.96	386,781.00	0.00	2,350,911.96
Debt Service						
Principal	0.00	538,911.70	0.00	0.00	0.00	538,911.70
Interest	<u>0.00</u>	<u>31,515.57</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>31,515.57</u>
Total Debt Service	<u>0.00</u>	<u>570,427.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>570,427.27</u>
Total Expenditures	<u>\$ 4,662,669.27</u>	<u>\$ 570,427.27</u>	<u>\$ 1,964,130.96</u>	<u>\$ 386,781.00</u>	<u>\$ 3,713.22</u>	<u>\$ 7,587,721.72</u>
Excess of Revenues over (under) expenditures	<u>\$ 2,500,321.35</u>	<u>\$ (554,628.71)</u>	<u>\$ (496,245.05)</u>	<u>\$ 461,873.74</u>	<u>\$ 321,791.20</u>	<u>\$ 2,233,112.53</u>
OTHER FINANCING SOURCES (USES)						
Transfers In	0.00	703,409.54	0.00	0.00	0.00	703,409.54
Transfers Out	(703,409.54)	0.00	0.00	0.00	0.00	(703,409.54)
Proceeds from Sale of Fixed Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>71,650.00</u>	<u>0.00</u>	<u>71,650.00</u>
Total other financing sources and uses	<u>(703,409.54)</u>	<u>703,409.54</u>	<u>0.00</u>	<u>71,650.00</u>	<u>0.00</u>	<u>71,650.00</u>
Net change in fund balance	1,796,911.81	148,780.83	(496,245.05)	533,523.74	321,791.20	2,304,762.53
Fund Balance - Beginning	<u>5,848,585.77</u>	<u>856,684.17</u>	<u>274,356.73</u>	<u>(81,137.22)</u>	<u>1,352,801.16</u>	<u>8,251,290.61</u>
Fund Balance - Ending	<u>\$ 7,645,497.58</u>	<u>\$ 1,005,465.00</u>	<u>\$ (221,888.32)</u>	<u>\$ 452,386.52</u>	<u>\$ 1,674,592.36</u>	<u>\$10,556,053.14</u>

Lehigh Acres Municipal Services Improvement District - Report 340
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET vs. ACTUAL YTD - GENERAL FUND
For The Month Ended June 30, 2026 (Un-Audited)

Benchmark 75.00 %

	BUDGET(\$)	YTD ACTUAL(\$)	VARIANCE FAVORABLE/ (UNFAVORABLE)(\$)	PERCENT OF ACTUAL TO BUDGET(%)
Fund Balance - Beginning	5,730,425.10	5,848,585.77	118,160.67	102.06
REVENUES				
Tax Assessments	7,730,535.22	7,080,141.02	(650,394.20)	91.59
Tax Assessments - Discounts	(231,916.06)	(225,101.46)	6,814.60	97.06
Permit Fees	0.00	0.00	0.00	0.00
Miscellaneous Revenue	38,529.76	154,465.57	115,935.81	400.90
Interest Income	125,000.00	153,485.49	28,485.49	122.79
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	7,662,148.92	7,162,990.62	(499,158.30)	93.49
EXPENDITURES				
Current				
Physical Environment				
Administration				
Personal Services	1,743,975.00	1,136,409.13	607,565.87	65.16
Operating Expenses	774,475.00	726,003.99	48,471.01	93.74
Total Administration	2,518,450.00	1,862,413.12	656,036.88	73.95
Stormwater Operations				
Personal Services	3,250,783.00	2,160,969.54	1,089,813.46	66.48
Operating Expenses	979,176.30	639,286.61	339,889.69	65.29
Total Stormwater Operations	4,229,959.30	2,800,256.15	1,429,703.15	66.20
Capital Outlay	0.00	0.00	0.00	0.00
Debt Service				
Principal	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00
Total Debt Service	0.00	0.00	0.00	0.00
Total Expenditures	6,748,409.30	4,662,669.27	2,085,740.03	69.09
Excess of Revenues over (under) Expenditures	913,739.62	2,500,321.35	1,586,581.73	273.64
OTHER FINANCING SOURCES (USES)				
Transfers Out	(1,215,224.54)	(703,409.54)	511,815.00	57.88
Total Other Financing Sources and Uses	(1,215,224.54)	(703,409.54)	511,815.00	57.88
Net Change in Fund Balance	(301,484.92)	1,796,911.81	2,098,396.73	(596.02)
Fund Balance - Ending	5,428,940.18	7,645,497.58	2,216,557.40	140.83

Lehigh Acres Municipal Services Improvement District - Report 340
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET vs. ACTUAL YTD - DEBT SERVICE FUND
For The Month Ended June 30, 2026 (Un-Audited)

Benchmark 75.00 %

	BUDGET(\$)	YTD ACTUAL(\$)	VARIANCE FAVORABLE/ (UNFAVORABLE)(\$)	PERCENT OF ACTUAL TO BUDGET(%)
Fund Balance - Beginning	856,684.17	856,684.17	0.00	100.00
REVENUES				
Permit Fees	0.00	0.00	0.00	0.00
Interest Income	7,000.00	15,798.56	8,798.56	225.69
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	7,000.00	15,798.56	8,798.56	225.69
EXPENDITURES				
Current				
Physical Environment				
Administration				
Total Administration	0.00	0.00	0.00	0.00
Stormwater Operations				
Total Stormwater Operations	0.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00
Debt Service				
Principal	800,349.69	538,911.70	261,437.99	67.33
Interest	48,874.85	31,515.57	17,359.28	64.48
Other	0.00	0.00	0.00	0.00
Total Debt Service	849,224.54	570,427.27	278,797.27	67.17
Total Expenditures	849,224.54	570,427.27	278,797.27	67.17
Excess of Revenues over (under) Expenditures	(842,224.54)	(554,628.71)	287,595.83	65.85
OTHER FINANCING SOURCES (USES)				
Transfers In	849,224.54	703,409.54	(145,815.00)	82.83
Total Other Financing Sources and Uses	849,224.54	703,409.54	(145,815.00)	82.83
Net Change in Fund Balance	7,000.00	148,780.83	141,780.83	2,125.44
Fund Balance - Ending	863,684.17	1,005,465.00	141,780.83	116.42

Lehigh Acres Municipal Services Improvement District - Report 340
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET vs. ACTUAL YTD - CAPITAL PROJECTS FUND

Benchmark 75.00 %

	BUDGET(\$)	YTD ACTUAL(\$)	VARIANCE FAVORABLE/ (UNFAVORABLE)(\$)	PERCENT OF ACTUAL TO BUDGET(%)
Fund Balance - Beginning	1,952,760.25	274,356.73	(1,678,403.52)	14.05
REVENUES				
Permit Fees	0.00	0.00	0.00	0.00
Intergovernmental - Revenue	10,765,000.00	1,323,302.60	(9,441,697.40)	12.29
Miscellaneous Revenue	0.00	123,790.39	123,790.39	0.00
Interest Income	20,000.00	20,792.92	792.92	103.96
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	10,785,000.00	1,467,885.91	(9,317,114.09)	13.61
EXPENDITURES				
Current				
Physical Environment				
Administration				
Total Administration	0.00	0.00	0.00	0.00
Stormwater Operations				
Total Stormwater Operations	0.00	0.00	0.00	0.00
Capital Outlay	10,975,000.00	1,964,130.96	9,010,869.04	17.90
Debt Service				
Principal	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00
Total Debt Service	0.00	0.00	0.00	0.00
Total Expenditures	10,975,000.00	1,964,130.96	9,010,869.04	17.90
Excess of Revenues over (under) Expenditures	(190,000.00)	(496,245.05)	(306,245.05)	261.18
OTHER FINANCING SOURCES (USES)				
Total Other Financing Sources and Uses	0.00	0.00	0.00	0.00
Net Change in Fund Balance	(190,000.00)	(496,245.05)	(306,245.05)	261.18
Fund Balance - Ending	1,762,760.25	(221,888.32)	(1,984,648.57)	(12.59)

Lehigh Acres Municipal Services Improvement District - Report 340
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET vs. ACTUAL YTD - EQUIPMENT RENEWAL & REPLACEMENT FUND

Benchmark 75.00 %

	BUDGET(\$)	YTD ACTUAL(\$)	VARIANCE FAVORABLE/ (UNFAVORABLE)(\$)	PERCENT OF ACTUAL TO BUDGET(%)
Fund Balance - Beginning	(195,851.02)	(81,137.22)	114,713.80	41.43
REVENUES				
Tax Assessments - PY/Penalties/Interest	0.00	11,286.94	11,286.94	0.00
Permit Fees	50,000.00	832,293.55	782,293.55	1,664.59
Interest Income	3,600.00	5,074.25	1,474.25	140.95
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	53,600.00	848,654.74	795,054.74	1,583.31
EXPENDITURES				
Current				
Physical Environment				
Administration				
Total Administration	0.00	0.00	0.00	0.00
Stormwater Operations				
Total Stormwater Operations	0.00	0.00	0.00	0.00
Capital Outlay	410,000.00	386,781.00	23,219.00	94.34
Debt Service				
Principal	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00
Total Debt Service	0.00	0.00	0.00	0.00
Total Expenditures	410,000.00	386,781.00	23,219.00	94.34
Excess of Revenues over (under) Expenditures	(356,400.00)	461,873.74	818,273.74	(129.59)
OTHER FINANCING SOURCES (USES)				
Transfers In	366,000.00	0.00	(366,000.00)	0.00
Proceeds from Sale of Fixed Assets	0.00	71,650.00	71,650.00	0.00
Total Other Financing Sources and Uses	366,000.00	71,650.00	(294,350.00)	19.58
Net Change in Fund Balance	9,600.00	533,523.74	523,923.74	5,557.54
Fund Balance - Ending	(186,251.02)	452,386.52	638,637.54	(242.89)

Lehigh Acres Municipal Services Improvement District - Report 340
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET vs. ACTUAL YTD - BRIDGE RENEWAL & REPLACEMENT FUND

Benchmark 75.00 %

	BUDGET(\$)	YTD ACTUAL(\$)	VARIANCE FAVORABLE/ (UNFAVORABLE)(\$)	PERCENT OF ACTUAL TO BUDGET(%)
Fund Balance - Beginning	1,634,673.97	1,352,801.16	(281,872.81)	82.76
REVENUES				
Tax Assessments	285,000.00	285,000.00	0.00	100.00
Permit Fees	0.00	0.00	0.00	0.00
Interest Income	15,000.00	40,504.42	25,504.42	270.03
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	300,000.00	325,504.42	25,504.42	108.50
EXPENDITURES				
Current				
Physical Environment				
Administration				
Total Administration	0.00	0.00	0.00	0.00
Stormwater Operations				
Operating Expenses	50,000.00	3,713.22	46,286.78	7.43
Total Stormwater Operations	50,000.00	3,713.22	46,286.78	7.43
Capital Outlay				
Debt Service				
Principal	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00
Total Debt Service	0.00	0.00	0.00	0.00
Total Expenditures	50,000.00	3,713.22	46,286.78	7.43
Excess of Revenues over (under) Expenditures	250,000.00	321,791.20	71,791.20	128.72
OTHER FINANCING SOURCES (USES)				
Total Other Financing Sources and Uses	0.00	0.00	0.00	0.00
Net Change in Fund Balance	250,000.00	321,791.20	71,791.20	128.72
Fund Balance - Ending	1,884,673.97	1,674,592.36	(210,081.61)	88.85



Memo

To: Board of Commissioners

From: Bill Walker

Date: 8/5/2026

Re: Field Report

The following Field Report details the field activities completed during the month of July 2025. Staff is hereby requesting that the Board of Commissioners accept this report.

1) Canals Sprayed:

Spray crews have been treating the Districts Canals and Right-of-ways. Preserve maintenance will be conducted on days when the weather is not conducive to treating canals.

2) Canal Cleanout:

Canal clean out is on schedule for the year.

3) Canal Mowing:

Both mowing crews have started the mowing circuit. Flat mowers completed 100% and the Slope mowers have completed 90% of the second cycle. Both crews will be starting the third and final cut for the year.

4) Canal Grading and Clearing:

Crews are working on washouts and grading behind the canal cleanout crews.

5) Right of Way Program:

Staff worked on clearing ROW obstructions ahead of the clean out and mowing crews, inspecting the District's road crossing culverts and the NDPES Annual Report. The new ROW policy updates regarding the removal of non-permanent encroachments (cars, boats, equipment, ect.) has been working well. Approximately 45 violations have been issued. Most were resolved immediately and 3 vehicles have been towed.

6) Preserves:

Spray crews worked on preserve maintenance and special projects when weather was not conducive for canal treatments.

7) Water Quality:

Staff has not received the Water Quality sampling results from the City of Cape Coral for the month of July.

8) Facilities:

No notable changes have occurred with the Districts facilities over the last month. Staff has continued to maintain the parks with mowing, mulching and trash removal.

9) Fleet Maintenance:

Normal fleet maintenance has occurred during the last month.

10) Education/ Meetings:

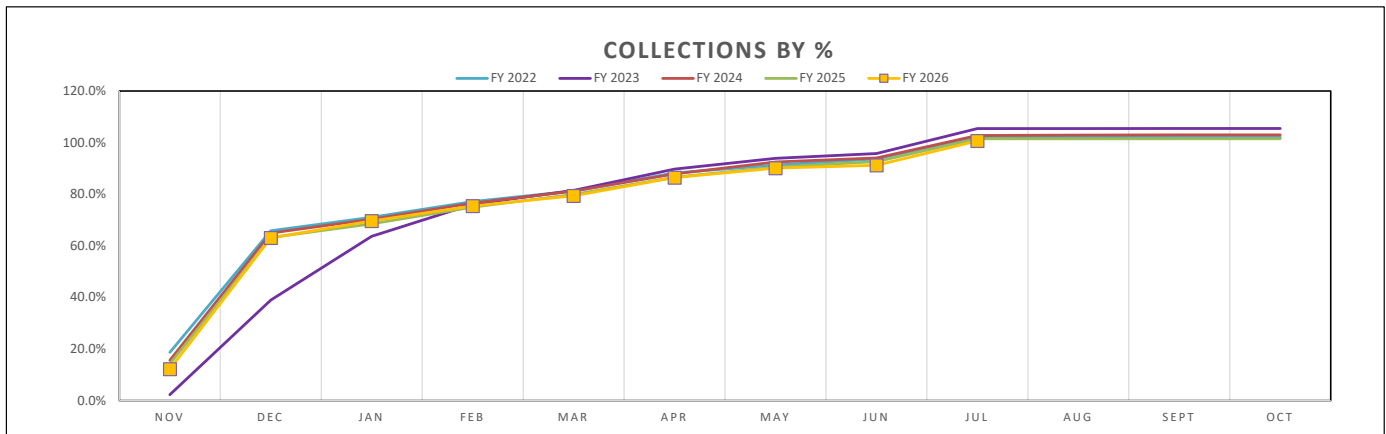
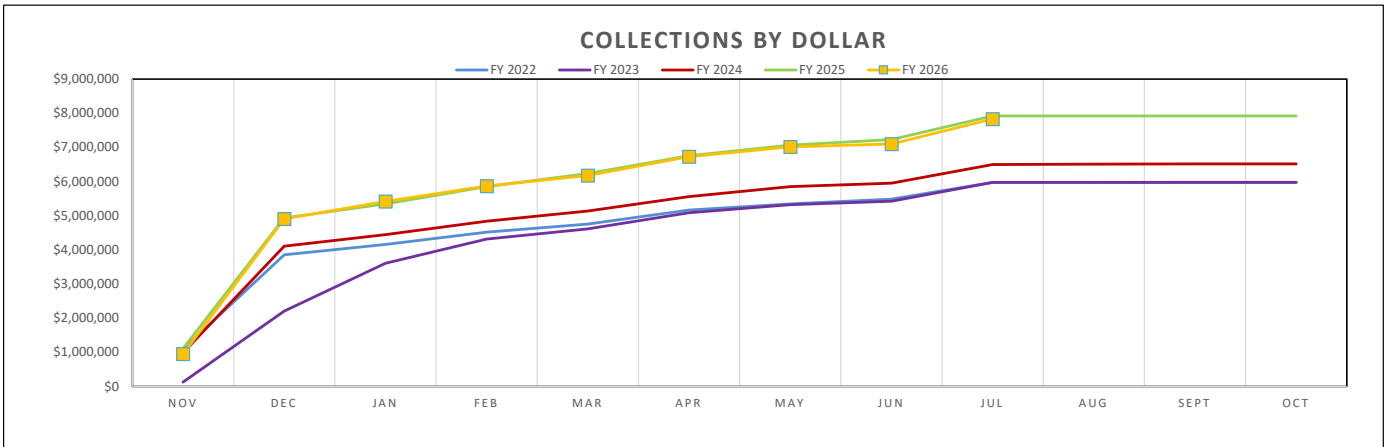
None to Report.

11) Vandalism:

None to Report.

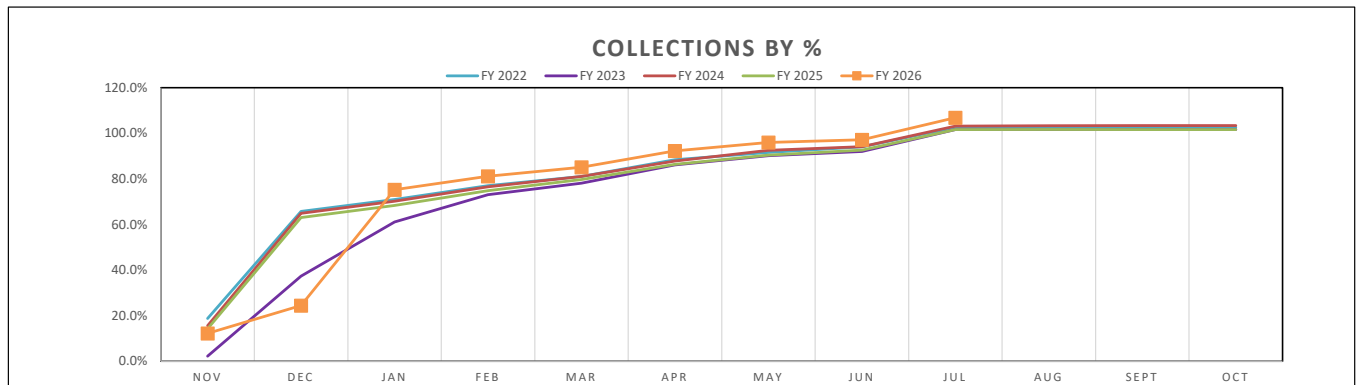
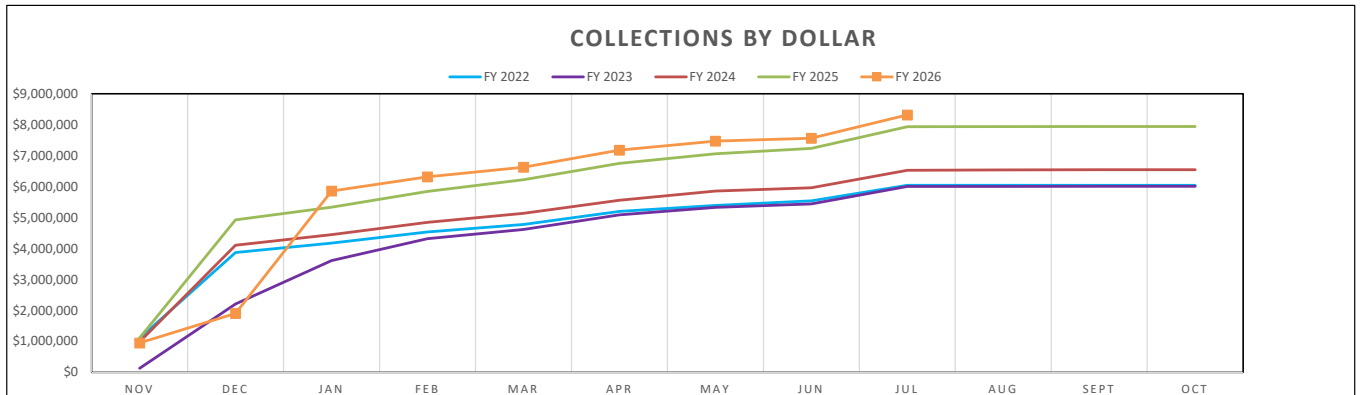
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
Lee & Hendry County Tax Collections (Cash Basis)
Current Year
Cumulative Tax Revenues: % of Budget and Gross Dollars
FY 2022 - FY 2026

FY	Budget	Collections												Collections thru October
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	
2022	5,854,755	1,094,645	2,759,047	305,803	359,295	237,789	408,249	181,345	139,853	487,719	43	25	-	5,973,813
		1,094,645	3,853,692	4,159,495	4,518,789	4,756,578	5,164,827	5,346,172	5,486,026	5,973,745	5,973,787	5,973,813	5,973,813	
		18.70%	65.82%	71.04%	77.18%	81.24%	88.22%	91.31%	93.70%	102.03%	102.03%	102.03%	102.03%	
2023	5,667,887	129,143	2,077,479	1,401,531	706,740	300,612	472,189	236,197	103,049	550,882	175	242	-	5,978,239
		129,143	2,206,622	3,608,153	4,314,893	4,615,505	5,087,695	5,323,891	5,426,940	5,977,822	5,977,996	5,978,239	5,978,239	
		2.28%	38.93%	63.66%	76.13%	81.43%	89.76%	93.93%	95.75%	105.47%	105.47%	105.48%	105.48%	
2024	6,327,476	987,239	3,120,390	338,282	396,529	292,731	425,667	290,528	99,949	549,841	11,710	4,297	-	6,517,164
		987,239	4,107,629	4,445,911	4,842,441	5,135,172	5,560,838	5,851,367	5,951,316	6,501,157	6,512,867	6,517,164	6,517,164	
		15.60%	64.92%	70.26%	76.53%	81.16%	87.88%	92.48%	94.06%	102.74%	102.93%	103.00%	103.00%	
2025	7,806,113	1,112,576	3,820,836	412,070	507,489	382,351	522,119	307,476	167,258	687,948	1,266	(352)	1	7,921,035
		1,112,576	4,933,412	5,345,481	5,852,970	6,235,321	6,757,440	7,064,915	7,232,173	7,920,121	7,921,387	7,921,034	7,921,035	
		14.25%	63.20%	68.48%	74.98%	79.88%	86.57%	90.50%	92.65%	101.46%	101.48%	101.47%	101.47%	
2026	7,783,619	951,417	3,957,059	511,783	449,849	306,294	553,204	285,237	87,956	731,121	-	-	-	7,833,920
		951,417	4,908,476	5,420,259	5,870,108	6,176,402	6,729,606	7,014,843	7,102,800	7,833,920	7,833,920	7,833,920	7,833,920	
		12.22%	63.06%	69.64%	75.42%	79.35%	86.46%	90.12%	91.25%	100.65%	100.65%	100.65%	100.65%	



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
Lee & Hendry County Tax Collections (Cash Basis)
Current Year, Prior Years, Interest and Penalties
Cumulative Tax Revenues: % of Budget and Gross Dollars
FY 2022 - FY 2026

FY	Budget	Collections												Collections thru October
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	
2022	5,887,755	1,104,673	2,765,163	306,258	359,308	239,686	427,753	191,869	143,316	503,054	564	544		6,042,187
		1,104,673	3,869,836	4,176,094	4,535,402	4,775,088	5,202,841	5,394,710	5,538,025	6,041,079	6,041,643	6,042,187	6,042,187	
		18.76%	65.73%	70.93%	77.03%	81.10%	88.37%	91.63%	94.06%	102.60%	102.61%	102.62%	102.62%	
2023	5,912,503	131,731	2,077,393	1,401,576	706,743	300,374	472,453	242,861	105,645	568,046	175	3,543		6,010,541
		131,731	2,209,124	3,610,699	4,317,442	4,617,817	5,090,270	5,333,131	5,438,776	6,006,823	6,006,997	6,010,541	6,010,541	
		2.23%	37.36%	61.07%	73.02%	78.10%	86.09%	90.20%	91.99%	101.60%	101.60%	101.66%	101.66%	
2024	6,332,238	987,757	3,120,454	338,282	396,495	292,731	426,047	298,315	102,380	567,027	12,694	4,493	-	6,546,675
		987,757	4,108,211	4,446,494	4,842,989	5,135,720	5,561,767	5,860,082	5,962,462	6,529,489	6,542,182	6,546,675	6,546,675	
		15.60%	64.88%	70.22%	76.48%	81.10%	87.83%	92.54%	94.16%	103.12%	103.32%	103.39%	103.39%	
2025	7,809,313	1,112,594	3,811,371	412,137	507,415	382,684	522,119	315,593	171,259	703,033	1,342	(266)	106	7,939,388
		1,112,594	4,923,965	5,336,102	5,843,517	6,226,201	6,748,320	7,063,913	7,235,172	7,938,205	7,939,547	7,939,281	7,939,388	
		14.25%	63.05%	68.33%	74.83%	79.73%	86.41%	90.45%	92.65%	101.65%	101.67%	101.66%	101.67%	
2026	7,783,619	951,621	951,417	3,957,144	459,505	306,490	553,251	293,169	90,639	753,700	-	-	-	8,316,935
		951,621	1,903,038	5,860,182	6,319,687	6,626,177	7,179,427	7,472,596	7,563,235	8,316,935	8,316,935	8,316,935	8,316,935	
		12.23%	24.45%	75.29%	81.19%	85.13%	92.24%	96.00%	97.17%	106.85%	106.85%	106.85%	106.85%	



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
Total Revenue Collections (Cash Basis)
Cumulative Tax Revenues: % of Budget and Gross Dollars
FY 2022 - FY 2026

FY 2022 - FY 2026

FY	Budget	Collections												Collections thru October
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	
2022	7,048,300	1,107,277	2,766,858	315,487	623,323	264,112	437,565	207,181	162,393	525,359	22,274	22,912	50,204	6,504,945
		1,107,277	3,874,135	4,189,622	4,812,945	5,077,057	5,514,622	5,721,803	5,884,196	6,409,554	6,431,829	6,454,741	6,504,945	
		15.7%	55.0%	59.4%	68.3%	72.0%	78.2%	81.2%	83.5%	90.9%	91.3%	91.6%	92.3%	
2023	6,884,353	163,433	2,106,138	1,467,362	743,902	352,979	537,627	287,879	156,899	607,497	104,918	15,458	59,785	6,603,878
		163,433	2,269,571	3,736,933	4,480,836	4,833,814	5,371,441	5,659,320	5,816,219	6,423,717	6,528,635	6,544,093	6,603,878	
		2.4%	33.0%	54.3%	65.1%	70.2%	78.0%	82.2%	84.5%	93.3%	94.8%	95.1%	95.9%	
2024	6,517,852	1,008,710	3,124,375	352,205	401,051	322,867	2,194,816	1,235,869	144,994	574,827	14,194	23,856	-	9,397,765
		1,008,710	4,133,085	4,485,290	4,886,341	5,209,208	7,404,025	8,639,894	8,784,888	9,359,714	9,373,908	9,397,765	9,397,765	
		15.5%	63.4%	68.8%	75.0%	79.9%	113.6%	132.6%	134.8%	143.6%	143.8%	144.2%	144.2%	
2025	7,956,913	1,140,414	3,924,840	412,137	578,421	460,078	550,767	324,306	180,832	731,561	54,008	3,394	53,247	8,414,003
		1,140,414	5,065,254	5,477,391	6,055,812	6,515,890	7,066,656	7,390,962	7,571,794	8,303,355	8,357,363	8,360,757	8,414,003	
		14.3%	63.7%	68.8%	76.1%	81.9%	88.8%	92.9%	95.2%	104.4%	105.0%	105.1%	105.7%	
2026	7,783,619	1,021,870	4,017,071	560,507	532,871	848,056	1,660,466	401,744	489,557	803,227	-	-	-	10,335,370
		1,021,870	5,038,940	5,599,448	6,132,319	6,980,376	8,640,842	9,042,586	9,532,143	#####	#####	#####	#####	
		13.1%	64.7%	71.9%	78.8%	89.7%	111.0%	116.2%	122.5%	132.8%	132.8%	132.8%	132.8%	

