

September 21, 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 August 17, 2026, Regular Meeting and Budget Meeting
 - C. RES 26-09, Surplus Resolution
 - D. 2026-2031 Capital Improvement Plan w/ Change
 - E. PER #26-140, Coremix Batch Plant – 5511 4th St. W.
 - F. PER #26-141, Blackstone AutoZone – Parcel #9
 - G. PER #26-142, Lumos Bore under Horseshoe Canal (47-6-1) at Windermere Dr.
 - H. PER #26-143, Lumos Bore under Monarch Ext. Canal (47-3-1) at Lakeridge Blvd.
 - I. PER #26-144, Blackstone LCEC Access Drive (36.25 acres - Industrial Park)
- 3) **Action Agenda**
 - A. Good Cause
 - B. FDEP Grant Agreement Leeland Bottomless Lake
 - C. FDEP Grant Agreement RISE
 - D. P. O. # 1315, AIM Engineering Contract RISE
 - E. Lee County Agreement for Alico Rd. to Sunshine Blvd. Connector and Widening Contract.
 - F. Archeologist Agreement - Theresa Schober
- 4) **Discussion Agenda**
 - A. Old Business
 1. Leeland Bottomless Lake Building and Park
 2. Manager Replacement Strategy, Schedule and Survey
 - 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: September 21, 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	☒ DIRECTOR OF OPERATIONS
☒ ATTORNEY	☒ FIELD DIRECTOR
☒ ENGINEER	☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

Lehigh Acres Municipal Services Improvement District
INVOICES REQUIRING BOARD APPROVAL FOR PAYMENT
Monday September 21st, 2026

*Paid with Procurement Card									
Vendor		Funding Source	Description		Invoice Number		Amount	General	Other
Vendor	AIM Engineering	General	Description	General Engineering through 08/28/26	Invoice Number	252166-11	Amount \$ 7,587.75	7587.75	
Vendor	AIM Engineering	General	Description	25-2111 LAMSID/ROBUST Phase 3 through 08/28/26- P.O. 1277	Invoice Number	252111-13	Amount \$ 30,892.00	30892.00	
Vendor	AIM Engineering	General	Description	Pro: 26-2241 LAMSID/Alico Rd Ext Analysis through 08/28/26 -P.O. #1298	Invoice Number	262241-4	Amount \$ 771.00	771.00	
Vendor	AIM Engineering	General	Description	Pro: 25-2054 LAMSID/Robust Phase 2 - P.O. #1263 through 08/28/26	Invoice Number	252051-13	Amount \$ 8,087.50	8087.50	
Vendor	AIM Engineering	General	Description	Engineering Estimate for Frank Mann Preserve through 08/28/26 - P.O. #1272	Invoice Number	211364-56	Amount \$ 2,742.50	2742.50	
Vendor	AIM Engineering	General	Description	Proj: 25-2112 LAMSID/Frank Mann Preserve (GS-10 Concept Plan PH 2) through 08/28/26 - P.O. #1276	Invoice Number	252112-8	Amount \$ 1,350.00	1350.00	
						Total AIM Engineering:	\$ 51,430.75		
Vendor	Lewis Longman Walker	General	Description	Legislative Representation	Invoice Number	MCL-170311	Amount \$ 4,000.00	4000.00	
Vendor	Lewis Longman Walker	General	Description	General Counsel through 08/27/26	Invoice Number	SCB-170138	Amount \$ 6,514.46	6514.46	
						Total Lewis Longman Walker:	\$ 10,514.46		

TOTAL DISBURSEMENTS:	\$ 61,945.21
General Fund Total	\$ 61,945.21
Other Funding Total	-
General and Other Total	\$ 61,945.21



AIM Engineering & Surveying, Inc.

Corporate Office
2161 Fowler Street
Suite 100
Fort Myers, FL 33901

239-332-4569
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Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Invoice number 252166-11
Date 09/01/2026

Professional Services through August 28, 2026

Project 241976 - General Engineering FY 2025/2026
Employee Type / Activity

Date Hours Rate Amount

General Engineering

Engineering Manager

D. Schroeder	Sinkhole Grant Agreement - Work Plan	08/04/26	2.00	\$257.00	\$514.00
	Grant initiation form & work plan for RISE	08/14/26	2.00	\$257.00	\$514.00
	Review August board packet / August board meeting	08/17/26	2.00	\$257.00	\$514.00
	"Welcome to Lehigh" sign prototype plan review	08/18/26	3.00	\$257.00	\$771.00
	"Welcome to Lehigh" sign and sinkhole project coordination	08/20/26	2.00	\$257.00	\$514.00
	RISE grant agreement coordination	08/26/26	1.00	\$257.00	\$257.00

Engineer Intern

P. Niedermair	Welcome Sign prototype drawings	08/10/26	3.00	\$131.00	\$393.00
	Welcome Sign prototype drawings	08/12/26	3.00	\$131.00	\$393.00
	Welcome Sign prototype drawings	08/13/26	2.50	\$131.00	\$327.50
	Welcome Sign plans	08/17/26	4.00	\$131.00	\$524.00
M. Hebert	Welcome Sign	08/03/26	2.00	\$131.00	\$262.00
	Welcome Sign exhibits	08/10/26	1.00	\$131.00	\$131.00
	Welcome Sign plants/lighting coordination	08/19/26	0.50	\$131.00	\$65.50
	Welcome Sign correspondence	08/26/26	0.50	\$131.00	\$65.50

Welcome Sign

Task Total \$5,245.50

Review Permits

Engineer Intern

M. Hebert	Permits 26-133 thru 26-139	08/03/26	1.00	\$131.00	\$131.00
	Permit 26-140	08/12/26	0.50	\$131.00	\$65.50
B. Euliss	Permits 26-145 & 26-146	01/08/00	1.75	\$131.00	\$229.25
P. Niedermair	Permit 26-144	08/21/26	2.50	\$131.00	\$327.50
	Permit 26-145	08/28/26	1.50	\$131.00	\$196.50

Task Total \$949.75

DEPT 1
CODE
DEPT 2
CODE
MANAGER

DATE 9/2/26
TIME 1:00
ENTERED

01-3130-1463.75
0306-4080-538-3130 - 771.00 Risc
0306-4071-538-3130 - 2163.50 Sinkhole
0306-4077-538-3130 - 3189.50 Sign
0306

Sinkhole Parcel - Legal description / set easement corners				
Surveyor & Mapper	08/17/26	0.50	\$205.00	\$102.50
Surveyor & Mapper	08/18/26	1.50	\$205.00	\$307.50
Surveyor & Mapper	08/20/26	1.00	\$205.00	\$205.00
Survey CADD technician	08/19/26	2.00	\$113.00	\$226.00
Survey CADD technician	08/20/26	2.00	\$113.00	\$226.00
Survey crew	08/19/26	1.50	\$217.00	\$325.50
Task Total				<u>\$1,392.50</u>

2025/2026 General Engineering Billing Totals:	
Contract Amount	\$95,573.00
Total to Date	\$95,573.00
Previous Billing	\$87,985.25
Total this Period	\$7,587.75

Invoice Total **\$7,587.75**



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

Invoice number 252111-13
Date 09/01/2026

Project **25-2111 LAMSID / ROBUST PHASE 3 /
PO #1277**

Professional services through August 28, 2026

Description	Contract Amount	Percent Complete	Fee Earned to Date	Previous Billing	Current Billed
TASK 1 - DESIGN SERVICES (LS)	295,000.00	49.09	144,818.00	113,926.00	30,892.00
TASK 2 - POST DESIGN SERVICES (LS)	12,000.00	0.00	0.00	0.00	0.00
TASK 3 - CONSTRUCTION PHASE SERVICES (LS)	35,000.00	0.00	0.00	0.00	0.00
Total	342,000.00	42.34	144,818.00	113,926.00	30,892.00

Invoice total **30,892.00**

DEPT 1

CODE

DEPT 2

CODE

MANAGER

DATE

9/1/26

R.G. 1277 Line 1

MSC 9/8/26

ENTERED



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

Invoice number 262241-4
Date 09/01/2026

Project **26-2241 LAMSID / ALICO RD
EXTENSION ANALYSIS**

Professional services through August 28, 2026

Description	Contract Amount	Percent Complete	Fee Earned to Date	Previous Billing	Current Billed
TASK 1 - ROW LOSS MODELING ANALYSIS -- SUB - WATER SCIENCE	227,500.00	40.68	92,553.58	92,553.58	0.00
TASK 2 - DEVELOPMENT & COORDINATION OF PROJECT ALTERNATIVES	22,500.00	3.43	771.00	0.00	771.00
Total	250,000.00	37.33	93,324.58	92,553.58	771.00

Invoice total **771.00**

Please remit payment to:

2161 Fowler St, Suite 100
Fort Myers, FL 33901

Thank you -

DEPT 1

CODE

DEPT 2

CODE

MANAGER

DATE 9/1/26
P.O. #1298 Line 2
MSC 9/2/26

ENTERED



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

Invoice number 252051-13
Date 09/01/2026

Project **25-2051 LAMSID / ROBUST PHASE 2 /**
PO #1263

Professional services through August 28, 2026

Description	Contract Amount	Percent Complete	Fee Earned to Date	Previous Billing	Current Billed
TASK 1 - DESIGN SERVICES (LS)	56,009.00	100.00	56,009.00	56,009.00	0.00
TASK 1 - DESIGN SERVICES (LS) SURVEY	38,553.00	100.00	38,553.00	38,553.00	0.00
TASK 1 - DESIGN SERVICES (NTE) PDE	98,400.00	27.83	27,381.50	21,184.00	6,197.50
TASK 1 - DESIGN SERVICES - WATER SCIENCE ASSOC (SUB - NTE)	57,000.00	97.39	55,510.00	53,620.00	1,890.00
TASK 2 - POST DESIGN SERVICES (LS)	10,000.00	0.00	0.00	0.00	0.00
TASK 3 - CONSTRUCTION PHASE SERVICES (LS)	30,000.00	0.00	0.00	0.00	0.00
ADDTL SURVEY SERVICES (HRLY)					
CROSS SECTIONS (LS)	2,910.50	100.00	2,910.50	2,910.50	0.00
EASEMENT INVESTIGATION (HRLY)	6,000.00	100.00	6,000.00	6,000.00	0.00
	1,127.50	100.00	1,127.50	1,127.50	0.00
Total	300,000.00	62.50	187,491.50	179,404.00	8,087.50

Invoice total **8,087.50**

DEPT 1
CODE
DEPT 2
CODE
MANAGER

INIT DATE
NB 9/1/26
P.O. 1263 Line #1
MVC 9/2/26

ENTERED



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Lehigh Acres Municipal Services Improvements District
601 East County Lane
Lehigh Acres, FL 33936

Invoice Number: 211364-56

Date: 09/01/2026

Professional services rendered thru August 28, 2026

Purchase Order # 1272

Engineering Estimate for Frank Mann Preserve

DEPT 1
CODE
DEPT 2
CODE
MANAGER

INIT DATE
NB 9/1/26
P.O. 1272 CO#1
MSC 9/2/26

ENTERED

	Task Title	Amount of Compensation	Basis of Compensation	Percent Complete	Fee Earned To Date	Less Previous Billing	Amount Due This Billing
1	Topographic Survey	\$11,319.00	Lump Sum	100.00%	\$11,319.00	\$11,319.00	\$0.00
2	Design - electrical services	\$12,550.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
3	Design & Construction plans	\$166,000.00	Lump Sum	46.09%	\$76,503.75	\$73,761.25	\$2,742.50
		\$189,869.00		46.25%	\$87,822.75	\$85,080.25	\$2,742.50

Fee Earned To Date \$87,822.75

Less Previous Payments \$85,080.25

Amount Due This Billing \$2,742.50

Please remit payment to:
2161 Fowler Street, Suite 100, Fort Myers, FL 33901

Thank you



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Corporate Office
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Suite 100
Fort Myers, FL 33901

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

Date: 09/01/2026

FRANK MANN PRESERVE STORMWATER STORAGE AND TREATMENT PROJECT:

FMP Phase 1 - PO 1272 (Design & Permit) & PO 1275 (Bidding & Constr.): Invoice Number 211364-55

FMP Phase 2 - PO 1276 (Design, Permitting, and Construction): Invoice Number 252112-7

Professional services rendered through August 28, 2026:

PHASE 1 (PO 1272 & 1275)							
Task No.	Description	Amount of Compensation	Basis of Compensation	Percent Complete	Fee Earned to Date	Less Previous Billing	Amount Due This Billing
1	Final Design & Permit (PO 1272)	\$189,869.00	Lump Sum	46.25%	\$87,822.75	\$85,080.25	\$2,742.50
2	Final Bidding and Constr. (PO 1275)	\$97,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
AIM Phase 1 Total		\$286,869.00	Lump Sum	30.61%	\$87,822.75	\$85,080.25	\$2,742.50
Construction Cost		\$5,905,131.00					
Phase 1 Grant Total:		\$6,192,000.00					

PHASE 2 (PO 1276)							
Task No.	Description	Amount of Compensation	Basis of Compensation	Percent Complete	Fee Earned to Date	Less Previous Billing	Amount Due This Billing
3	Planning, Design, and Permitting	\$30,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
4	Surveying and Data Collection	\$60,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
5	Geotechnical Analysis	\$70,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
6	Regional Modeling	\$200,000.00	Lump Sum	18.79%	\$37,583.00	\$37,583.00	\$0.00
7	Engineering Design	\$360,000.00	Lump Sum	27.30%	\$98,280.00	\$96,960.00	\$1,350.00
8	Final Design and Permits	\$75,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
9	Final Bidding and Construction	\$100,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
AIM Phase 2 Total		\$895,000.00	Lump Sum	15.18%	\$135,863.00	\$134,513.00	\$1,350.00
Construction Cost		\$8,413,000.00					
Phase 1 Grant Total:		\$9,308,000.00					

Total Phase 1 & 2:	\$15,500,000
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Lehigh Acres - Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Invoice number 252112-8
Date 09/01/2026

Project **25-2112 LAMSID / FRANK MANN
PRESERVE (GS-10 CONCEPT PLAN PH
2) / PO 1276**

Professional services through August 28, 2026

Description	Contract Amount	Percent Complete	Fee Earned to Date	Previous Billing	Current Billed
DESIGN SERVICES -- CIVIL (LS)	608,068.00	16.16	98,280.00	96,930.00	1,350.00
POST-DESIGN SERVICES -- CIVIL (LS)	15,000.00	0.00	0.00	0.00	0.00
CONSTRUCTION PHASE SERVICES -- CIVIL (LS)	85,000.00	0.00	0.00	0.00	0.00
SURVEY SERVICES (NTE)	3,450.00	100.00	3,450.00	3,450.00	0.00
CENTERLINE PROFILE TOPO SURVEY OF LINEAR BERMS (HRLY)	30,602.00	58.01	17,753.00	17,753.00	0.00
SET SURVEY CONTROL POINTS (HRLY)	16,380.00	100.00	16,380.00	16,380.00	0.00
APEX (WATER SCIENCE) SUB (LS)	136,500.00	0.00	0.00	0.00	0.00
Total	895,000.00	15.18	135,863.00	134,513.00	1,350.00

Invoice total **1,350.00**

DEPT 1
CODE
DEPT 2
CODE
MANAGER

DATE 9/1/26
P.O. 1276 Line I
MSC 9/2/26

ENTERED



AIM Engineering & Surveying, Inc.

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

Date: 09/01/2026

FRANK MANN PRESERVE STORMWATER STORAGE AND TREATMENT PROJECT:

FMP Phase 1 - PO 1272 (Design & Permit) & PO 1275 (Bidding & Constr.): Invoice Number 211364-55

FMP Phase 2 - PO 1276 (Design, Permitting, and Construction): Invoice Number 252112-7

Professional services rendered through August 28, 2026:

PHASE 1 (PO 1272 & 1275)							
Task No.	Description	Amount of Compensation	Basis of Compensation	Percent Complete	Fee Earned to Date	Less Previous Billing	Amount Due This Billing
1	Final Design & Permit (PO 1272)	\$189,869.00	Lump Sum	46.25%	\$87,822.75	\$85,080.25	\$2,742.50
2	Final Bidding and Constr. (PO 1275)	\$97,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
AIM Phase 1 Total		\$286,869.00	Lump Sum	30.61%	\$87,822.75	\$85,080.25	\$2,742.50
Construction Cost		\$5,905,131.00					
Phase 1 Grant Total:		\$6,192,000.00					

PHASE 2 (PO 1276)							
Task No.	Description	Amount of Compensation	Basis of Compensation	Percent Complete	Fee Earned to Date	Less Previous Billing	Amount Due This Billing
3	Planning, Design, and Permitting	\$30,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
4	Surveying and Data Collection	\$60,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
5	Geotechnical Analysis	\$70,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
6	Regional Modeling	\$200,000.00	Lump Sum	18.79%	\$37,583.00	\$37,583.00	\$0.00
7	Engineering Design	\$360,000.00	Lump Sum	27.30%	\$98,280.00	\$96,960.00	\$1,350.00
8	Final Design and Permits	\$75,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
9	Final Bidding and Construction	\$100,000.00	Lump Sum	0.00%	\$0.00	\$0.00	\$0.00
AIM Phase 2 Total		\$895,000.00	Lump Sum	15.18%	\$135,863.00	\$134,513.00	\$1,350.00
Construction Cost		\$8,413,000.00					
Phase 1 Grant Total:		\$9,308,000.00					

Total Phase 1 & 2:	\$15,500,000
-------------------------------	---------------------

**LLW****LEWIS
LONGMAN
WALKER**

360 South Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
Tel 561-640-0820
Fax 561-640-8202
Tax ID No. 65-0500793

Lehigh Acres Municipal Services Improvement District
c/o Mr. David E. Lindsay
601 East County Lane
Lehigh Acres, FL 33936

September 11, 2026
Invoice No. MCL-170311

FOR AUGUST SERVICES

CLIENT: 1208 - Lehigh Acres Municipal Services Improvement District
Re: 006 Legislative Representation
VIA ELECTRONIC MAIL

Total for Services	<u>\$4,000.00</u>
Total for Services and Expenses	<u><u>\$4,000.00</u></u>
Previous Balance	4,008.57
Payments Since Last Bill	-4,008.57
Amount Due	<u><u>\$4,000.00</u></u>

	INIT	DATE
DEPT 1	01-	3110
CODE	NS	9/14/26
DEPT 2	NSC	9/15/26
CODE		
NUMBER		

ENTERED

Invoice No. MCL-170311
Invoice Date: September 11, 2026
Client Code: 1208
Client Name: Lehigh Acres Municipal Services Improvement District
Matter Code: 006
Matter Name: Legislative Representation

Total for Services and Expenses	<u>\$4,000.00</u>
Previous Balance	4,008.57
Payments Since Last Bill	-4,008.57
Amount Due	<u>\$4,000.00</u>

Amount enclosed: _____

Please remit checks to:

Lewis, Longman & Walker, P.A.
PO Box 160278
Altamonte Springs, FL 32716-0278

For your convenience, we accept credit card and e-check payments online at:

<http://www.llw-law.com/template/payment/>

For billing questions, please contact our Billing Department at: (561) 640-0820.

**LLW****LEWIS
LONGMAN
WALKER**

360 South Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
Tel 561-640-0820
Fax 561-640-8202
Tax ID No. 65-0500793

Lehigh Acres Municipal Services Improvement District
c/o Mr. David E. Lindsay
601 East County Lane
Lehigh Acres, FL 33936

September 9, 2026
Invoice No. SCB-170138

CLIENT: 1208 - Lehigh Acres Municipal Services Improvement District
Re: 007 General Counsel

VIA ELECTRONIC MAIL

Date		Services	Hours
08/10/26	SCB	Review County agreements and easement; email D. Lindsay regarding same.	1.50
08/12/26	KP	Begin drafting Resolution for Lehigh Acres Municipal Services Improvement District as it relates to the agreement with Lee County.	1.00
08/13/26	SCB	Email exchange with D. Lindsay regarding emergency management training requirements; review statute and guidance; email Department of Emergency Management for guidance on training requirements.	1.00
08/13/26	KP	Continue to draft and finalize resolution for the approval of the Interlocal Agreement with Lee County; correspondence with initial draft to S. Behn.	2.50
08/13/26	KWD	Review correspondence (several) and follow up with underwriter counsel regarding status.	0.40
08/17/26	SCB	Telephone conference with R. Williams regarding status of reallocation of funding to new building for sink hole property; telephone conference with C. Lyon regarding appropriations; attend Board of Supervisors meeting and Budget meeting by teleconference.	1.80
08/18/26	ZW	Receive direction from K. Dodge to research use of gates on properties subject to easements; follow up regarding same.	0.30

ENTERED

DEPT 1
CODE
DEPT 2
CODE
MANAGER

DATE 9/14/25
0001-000-226-0011 1260
MSC 9/15/26
01-3100 5,254.46

Client Ref: 1208 - 007
Invoice No. SCB-170138

September 9, 2026
Page 2

Date		Services	Hours
08/18/26	KWD	Telephone conference with D. Lindsay and legal research regarding easement rights and follow up.	1.40
08/19/26	SCB	Telephone conference with K. Dodge regarding status of easement issues for sink hole property; review email from M. Cook regarding exhibits to Sunshine Widening agreement; email County regarding review of Agreement and exhibits.	1.20
08/19/26	ZW	Research regarding use of gates on properties subject to easements.	3.10
08/19/26	KWD	Telephone conference with S. Behn regarding title dispute status; continue legal research regarding exclusive easement.	0.80
08/20/26	ZW	Continue research regarding use of gates on properties subject to easements; prepare and send K. Dodge summary of same.	0.90
08/21/26	KWD	Examine Church purchase correspondence and follow up.	0.40
08/25/26	KWD	Review Church parcel offer correspondence and prepare contract.	1.00
08/26/26	SCB	Review easement and ownership information and email D. Lindsay regarding same (adjacent to CVS); review contract for archeological services, amend Government contracting addendum; forward addendum and comments to D. Lindsay.	1.40
08/26/26	KWD	Finalize Vacant Land Contract and correspondence; follow up on same.	0.60
08/27/26	SCB	Review easement demand letter and property appraisers data; email D. Lindsay regarding same.	0.50

Summary of Services

		Rate	Hours	Amount
SCB	Behn, Seth C.	350.00	7.40	2,590.00
KWD	Dodge, Kenneth W.	350.00	4.60	1,610.00
KP	Peristeridis, Keith	260.00	3.50	910.00
ZW	Weiser-Dalton, Zoe	305.00	4.30	1,311.50
Total for Services			19.80	\$6,421.50

Client Ref: 1208 - 007
Invoice No. SCB-170138

September 9, 2026
Page 3

Date	Expenses	Amount
07/20/26	Hotel stay for meetings - Seth Behn	92.96
Total Expenses		\$92.96
Total for Services and Expenses		\$6,514.46
Previous Balance		3,745.00
Payments Since Last Invoice		-3,745.00
Amount Due		\$6,514.46

Invoice No. SCB-170138
Invoice Date: September 9, 2026
Client Code: 1208
Client Name: Lehigh Acres Municipal Services Improvement District
Matter Code: 007
Matter Name: General Counsel

Total for Services and Expenses	<u>\$6,514.46</u>
Previous Balance	3,745.00
Payments Since Last Invoice	-3,745.00
Amount Due	<u>\$6,514.46</u>

Amount enclosed: _____

Please remit checks to:

Lewis, Longman & Walker, P.A.
PO Box 160278
Altamonte Springs, FL 32716-0278

For your convenience, we accept credit card and e-check payments online at:

<http://www.llw-law.com/template/payment/>

For billing questions, please contact our Billing Department at: (561) 640-0820.

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Approval of Minutes August 17, 2026, Regular Meeting and Budget Meeting

Meeting Date: September 21, 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 August 17, 2026 Regular Board Meeting and Budget 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 ☐ DIRECTOR OF OPERATIONS
☐ 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
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Special Meeting

1. **Preliminaries**
 - A. Roll Call
 - B. Invocation & Pledge of Allegiance
 - C. Move, Remove and Add Agenda Items
 - D. Approval of Agenda
 - E. Open Public Hearing
2. **Resolution #2026-07 to Consider the Adoption of the Fiscal Year 2026-2027 Budget**
 - A. Presentation of FY2026-27 Proposed Budget and Assessment Rate Summary
 - B. Public Comment
 - C. Action: Resolution #2026-07 to Adopt the FY2026 Budget
3. **Resolution #2026-08 to Consider the Imposition of Non-Ad Valorem Assessments, Adoption of an Assessment Roll, and the Levy, Collection and Enforcement of the Same.**
 - A. Presentation and Discussion on Non-Ad Valorem Assessment Rates
 - B. Public Comment
 - C. Action: Consideration of Resolution #2026-08, Making a Determination of Benefit; Imposing Non-Ad Valorem Assessments; Providing for the Collection and Enforcement of Non-Ad Valorem Assessments; Certifying the Assessment Roll.
4. **Close Public Hearing and 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 were present. There was a quorum.

B. INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Bonacolta did the invocation and led the pledge.

C. MOVE, REMOVE AND ADD AGENDA ITEMS

None.

D. APPROVAL OF AGENDA

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

E. OPEN PUBLIC HEARING

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

2. RESOLUTION #2026-07 TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026-2027 BUDGET

A. PRESENTATION OF FY2026-27 PROPOSED BUDGET AND ASSESSMENT RATE SUMMARY

Finance Director Dana March gave an overview of her changes since her presentation in July 2026. She presented 3 options to the board: an 11.68% rate increase, a 2-year rate increase with 5% the first year and 5.36% the second year, or a 5-year minimal rate increase option with 2.5% increase each year. Discussion ensued.

B. PUBLIC COMMENT

Derek Felder asked questions related to the budget options.

C. ACTION: RESOLUTION #2026-07 TO ADOPT THE FY2026-2027 BUDGET

- *Move to approve RES #26-07 to adopt the FY2026-2027 Budget, as presented.*
 - *Commissioner Deetscreek moved*
 - *Commissioner Hoover seconded*
- *Motion was unanimously approved*

3. **RESOLUTION #2026-08 TO CONSIDER THE IMPOSITION OF NON-AD VALOREM ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION AND ENFORCEMENT OF THE SAME**

A. **PRESENTATION AND DISCUSSION ON NON-AD VALOREM ASSESSMENT RATES**

Finance Director Dana March gave an overview of the application of the new assessment rate to the assessment roll.

B. **PUBLIC COMMENT**

None.

C. **ACTION: RESOLUTION #2026-08 MAKING A DETERMINATION OF BENEFIT; IMPOSING NON-AD VALOREM ASSESSMENTS; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS; CERTIFYING THE ASSESSMENT ROLL TO ADOPT THE FY2026 BUDGET**

- *Move to approve RES #26-08, Making a Determination of Benefit; Imposing Non-Ad Valorem Assessments; Providing for the Collection and Enforcement of Non-Ad Valorem Assessments; Certifying the Assessment Roll, as presented.*
 - *Commissioner Hollingsworth moved*
 - *Commissioner Thompson seconded*
- *Motion was unanimously approved*

3. **ADJOURNMENT**

Motion to adjourn was made by Commissioner. Seconded by Commissioner. All in favor. Meeting adjourned at 5:22 P.M.

Reviewed by:

Secretary, David Deetscreek

ADOPTED ON: September 21, 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 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**

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

Denise Eberle –stated she got answers to her questions from Dave Lindsay and did not have any.

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 Hoover moved*
 - *Commissioner Hollingsworth seconded*
- *Motion was unanimously approved.*

G. ACTION ON REMOVED CONSENT ITEMS

None.

H. APPROVAL OF CONSENT AGENDA

- *Move to approve the Consent Agenda as submitted.*
 - *Commissioner Deetscreek moved*
 - *Commissioner Hoover 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 – July 20, 2026 Budget Meeting & Regular Meeting

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

- C. PER #26-86 Dollar Tree – 1322 Meadow Road**
Move to approve Permit #2026-86, Dollar Tree at 1322 Meadow Road, with any listed stipulations.
- D. PER #26-116 thru PER #26-132 Lumos Bores at Various Locations**
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.
- E. PER #26-133 H.S. “NNN” – 6” FM Bore under E. Baker Canal (47-14-1) at Joel Blvd.**
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.
- F. PER #26-134 H.S. “NNN” – 12” FM Bore under E. Easy Canal (47-14-2) at Joel Blvd.**
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.
- G. PER #26-135 H.S. “NNN” – 14” WL Bore under W. Easy Canal (47-15-1) at Joel Blvd.**
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.
- H. PER #26-136 H.S. “NNN” – 12” FM Bore under E. King Canal (47-11-1) at Joel Blvd.**
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.
- I. PER #26-137 H.S. “NNN” – 14” WL Bore under W. King Canal (47-3-6) at Joel Blvd.**
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.
- J. PER #26-138 H.S. “NNN” – 12” FM Bore under Dogleg Canal (47-2-1) at Joel Blvd.**
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.
- K. PER #26-139 H.S. “NNN” – 14” WL Bore under Monarch Canal (47-3-1) at Joel Blvd.**
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.

3. ACTION AGENDA

A. Good Cause

None.

B. 2026/2027 Board Meeting Dates

District Manager Dave Lindsay gave an overview.

- *Move to approve the attached Board Meeting Dates for fiscal year 2026-2027.*
 - *Commissioner Hoover moved*
 - *Commissioner Thompson seconded*
- *Motion was unanimously approved.*

C. Changes to Job Description(s)

District Manager Dave Lindsay gave an overview.

- *Move to approve the changes to the following job descriptions as attached.*
 - *Commissioner Deetscreek moved*
 - *Commissioner Thompson seconded*
- *Motion was unanimously approved.*

D. Land Purchase Offer

District Manager Dave Lindsay gave an overview.

- *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.*
 - *Commissioner Hoover moved*
 - *Commissioner Thompson seconded*
- *Motion was unanimously approved.*

4. DISCUSSION AGENDA

A. Old Business

1. Leeland Bottomless Lake Building

District Manager Dave Lindsay and District Attorney Seth Behn gave an update on the progress.

2. Manager Replacement Strategy, Schedule and Survey

District Manager Dave Lindsay and Resource & Relations Director Lisa Waskiewicz reviewed the survey responses. Twenty employees responded, but not every employee answered every single question. The results were given to the commissioners. Discussion ensued.

3. 2027 Legislative Appropriation

District Manager Dave Lindsay informed the board that the legislative delegation meets in March next year and plans to bring a recommendation to the board in October.

B. New Business

None.

C. Commissioner's Request

Commissioner Hoover let the board know that the mowing crew's new strategy paid off and they are back on schedule for two rotations this year so far. Chair Bonacolta inquired about the office hosting the primary election the next day and staff preparations.

D. Engineer's Report

Report is in the packet.

E. Attorney's Report

Report is in the packet.

F. Staff and Financial Report

Report is in the packet.

G. Treasurer's Report

Report is in the packet.

H. Secretary's Report

None.

6. ADJOURNMENT

Motion to adjourn was made by Commissioner Hoover. Seconded by Commissioner Deetscreek. All in favor. Meeting adjourned at 6:45 P.M.

Reviewed by: _____
Secretary, David Deetscreek

ADOPTED ON: September 21, 2026 _____
Chair, Michael Bonacolta

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: RES 26-09, Surplus Resolution

Meeting Date: September 21, 2026

Agenda Item # 2C

☒ CONSENT ☐ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

Recommended motion: Move to approve Resolution 2026-09, surplus.

What the action accomplishes: Removes an inventoried item on attachment to the resolution and prepares it for disposal

Fiscal Impact: Minimum expected value for surplus items is \$14,700.

Staff comments:

Staff review and recommended approval:

☒ MANAGER ☒ DIRECTOR OF OPERATIONS
☐ ATTORNEY ☐ FIELD SUPERINTENDENT
☒ ENGINEER ☒ CONTROLLER

Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

EXHIBIT A

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
FIXED ASSET/INVENTORY SURPLUS
SURPLUS RESOLUTION 2026-09

FIXED ASSETS

<u>Asset #</u>	<u>Asset Name</u>	<u>Aquisition Date</u>	<u>Original Costs</u>	<u>Accumulated Depreciation</u>	<u>Book Value</u>	<u>Useful Life</u>	<u>Remaining Life</u>	<u>Disposal Method</u>	<u>Minimum Value</u>
HEAVY EQUIPMENT									
FA 01089 Tag 126	2006 Ford F250	11/29/05	\$ 28,449.00	\$ 28,449.00	\$ -	60	0	GovDeals	\$ 5,000.00
FA 00841 Tag 201	1995 Ford LT 8000 Dump Truck	10/01/90	\$ 42,587.00	\$ 42,587.00	\$ -	60	0	GovDeals	\$ 7,500.00
FA 01175 Tag 316	2008 John Deere Z Track Mower	08/07/08	\$ 13,785.39	\$ 13,785.39	\$ -	60	0	GovDeals	\$ 2,000.00
Total Heavy Equipment			\$ 84,821.39	\$ 84,821.39	\$ -				\$ 14,500.00
Inv. 10287097680	Dell Optiplex 7060- 174TCS2	11/8/2018	952.16	952.16	\$ -	60	0	GovDeals	100.00
Inv. 10287097680	Dell Optiplex 7060- D118DS2	11/8/2018	732.4	732.4	\$ -	60		GovDeals	100.00
Total Office Equipment			\$ 1,684.56	\$ 1,684.56	\$ -		\$ -	\$ -	\$ 200.00
Total			\$ 86,505.95	\$ 86,505.95	\$ -	\$ -	\$ -	\$ -	\$ 14,700.00



THIS FORM IS USED TO DOCUMENT THE DISPOSAL OF BOTH MAJOR ASSETS AND MINOR EQUIPMENT. AFTER DEPARTMENT HEAD APPROVAL IS RECEIVED, PLEASE SEND COMPLETED DOCUMENTS TO: FINANCE DEPARTMENT

ASSET DISPOSAL FORM

COMPLETED BY: BY: Tim Browning
DATE: 9-2-26

ASSET DESCRIPTION	SERIAL NUMBER	RECOMMENDED RESERVE/ MIN. STARTING BID	CONDITION CODE	REASON FOR DISPOSAL CODE	METHOD OF DISPOSAL CODE	AGE OF ASSET (YEARS)	EXPECTED DATE OF DISPOSAL	FINANCE DEPT. USE ONLY	
								ASSET #	BOOK VALUE \$BV
Dell Optiplex 7060	174TCS2	\$ 100.00	G	R	A	7			935.00
Dell Optiplex 7060	D118DS2	\$100.00	F	R	A	7			935.00
Sold/Auctioned to:		* Sale Price:							

Tim Browning
 Recommended By: Date: 9-2-26
 Department Head Signature: Date: _____
 District Manager Signature: Date: 9/9/26

FINANCE DEPT. USE		Processed/Filed	Signature: <u>[Signature]</u>	Date: <u>9/9/26</u>
CONDITION CODE P - Poor E - Excellent F - Fair G - Good		REASON FOR DISPOSAL CODE B - Beyond economic repair S - Surplus O - Obsolete T - Theft R - Replaced by upgrade		RECOMMENDED METHOD OF DISPOSAL CODE A - Auction*uction* D - Donated TI - Trade-inrade-in C - Cannibalizeannibalize S - Scrap

*If recommended method of disposal is Auction, complete the related surplus form found on pages 2-4 and include pictures on a thumb drive or email them to asmith@la-msid.cominclude pictures of the asset on a thumbsid.com.

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY;

WHEREAS, the Board of Commissioners (hereafter referred to as the “Board”) of Lehigh Acres Municipal Services Improvement District (hereafter referred to as the “District”) is authorized and empowered by Chapters 189, 197, and 298, F.S., Chapter 2015-202, Laws of Florida and Chapter 2017-216, Laws of Florida (hereafter referred to as the “Special Acts”), to exercise the certain enumerated general and special powers authorized by the Special Acts and general law; and

WHEREAS, the Board is authorized and empowered in accordance with Section 274.05, Florida Statutes, to declare as surplus any of its property, which is not otherwise disposed of, that is obsolete or the continued use of which is no longer economical or efficient, or no longer serves a useful function; and

WHEREAS, the Board of Commissioners of Lehigh Acres Municipal Services Improvement District shall from time to time find it necessary to declare as surplus its various assets and capital items; and

WHEREAS, the following property set forth herein no longer serves a useful function for District purposes and it is in the best interests of the District to dispose of the property; and

THEREFORE, be it resolved by the Board of Commissioners of Lehigh Acres Municipal Services Improvement District as follows:

The following property no longer serves a useful function for District purposes and is hereby declared surplus property by the District:

ITEMS BOOK VALUE

(See List Attached)

Introduced, considered favorably, and adopted this 21 day of September 2026.

**LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT**

By: _____
Michael Bonacolta, Chair

(DISTRICT SEAL)

Attest: _____
David Deetscreek, Secretary

Attachment: Surplus List

Introduced, considered favorably, and adopted this 21 day of September 2026.

**LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT**

By: _____
Michael Bonacolta, Chair

(DISTRICT SEAL)

Attest: _____
Rebecca Thompson, Secretary

Attachment: Surplus List



























LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: 2026-2031 Capital Improvement Plan w/ Change

Meeting Date: September 21, 2026

Agenda Item # 2D

☒ CONSENT ☐ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

Recommended motion: Move to approve the 2026-2031 Capital Improvement Plan with changes to Item 9 in FY 2027-ROBUST Design.

What the action accomplishes: Added a design item and cost for ROBUST in FY 2027 that was accidentally omitted.

Fiscal Impact: \$429K that is part of a legislative appropriation grant.

Staff comments:

Staff review and recommended approval:

☒ MANAGER ☐ DIRECTOR OF OPERATIONS
☒ ATTORNEY ☐ FIELD DIRECTOR
☐ ENGINEER ☐ FINANCE DIRECTOR

Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED



CAPITAL IMPROVEMENT PLAN FY2026-2030





East County Water Control District

Capital Improvement Plan FY 2017 - FY 2031



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

CAPITAL IMPROVEMENT PLAN (Fiscal Years 2026 - 2030)

OVERVIEW

Board of Commissioners:

Mike Bonacolta	Chair
Julie Hollingsworth	Vice Chair
Rebecca Thompson	Treasurer
David Deetscreek	Secretary
Katy Hoover	Commissioner

Introduction

The Lehigh Acres Municipal Services Improvement District staff provides an updated Five-Year Capital Improvement Plan (CIP) every year prior to adopting the next annual budget. This latest revision was prepared in the spring of 2026. This plan is only a guiding tool that details how Staff anticipates that these projects will be brought to the Board of Commissioners for future action. The Board of Commissioners must approve each project individually before they become a reality. Fiscal Year 2026 projects are either already approved by the Board or recommended by staff as a necessity. As the CIP moves further into the future, the project reality and timing becomes less clear because of the unpredictability of the funding, design, and permitting needed to proceed with each project. Note whether each project has either secured or unsecured funding.

Background

The Lehigh Acres Municipal Services Improvement District (LA-MSID) is an independent special taxing District and formerly was the East County Water Control District (ECWCD). LA-MSID was created on June 10, 2015 and is authorized and empowered by Chapters 189, 197, and 298, F.S. and Chapter 2015-202 and 2017-216, Laws of Florida for the purpose of preserving and protecting water resources by drainage, irrigation, reclamation, irrigation, conservation, signage, parks and water management in Eastern Lee County and Western Hendry County and also has the ability to activate additional powers. The District is governed by an at-large elected five (5) member Board of Commissioners. The Board of Commissioners administers the District, independent from any other local governing body. The former ECWCD was created in 1958 pursuant to Laws of Florida Chapter 63-1549 through the Circuit Court, as amended, under the provisions of Florida Statutes 298.

Process

Water Control Plan

Every five years, the District must prepare a Water Control Plan, pursuant to Chapter 298, or demonstrate that there is no need to prepare a new plan. The purpose of the Water Control Plan is to include any systems, infrastructure or capital improvements that may be constructed and financed creating new debt-service to the District and its assessment payers. The assessment payers and the South Florida Water Management District (SFWMD) must be notified of the proposed plan and have the opportunity to comment on it prior to adoption by the Board.

Facilities Inventory Report

Every year LA-MSID Staff or a consultant completes a physical review of at least 25% of every building, park, culvert crossing, water control structure and bridge within the District in order to document the existing condition of the District's infrastructure. The infrastructure is then rated on a one-to-five scale, with five being the worst condition and one being the best. A final report is prepared with rating sheets, existing condition pictures, and location maps for all District infrastructure. Please note the project type on each of the yearly summaries, whether a project is considered new (from the water control plan) or replacement (a maintenance project based on the Facilities Inventory Report).

Capital Improvement Plan

The Capital Improvement Plan is created using information from the Water Control Plan, the latest edition of the Facilities Inventory Report and Staff recommendations. The items that were rated a five in the Facilities Inventory Report receive a higher priority for future action. This plan does not include capital equipment purchases.

Yearly Budgets

The next five fiscal year budgets should utilize the Capital Improvement Plan as a planning tool for budgeting funds needed to plan, design, permit and construct identified capital improvement projects.

Major Revenue Sources

Bridge Fund

In the 2020 Budgeting cycle, the Commissioners of the District began a "Bridge Fund" program that would assess and deposit a set amount of funds. This "Bridge Fund" became a dedicated fund that would pay for road bridge maintenance, upgrades and replacements.

FDEP Revolving Loan

The State Revolving Fund (SRF) Water Pollution Control Program provides low-interest loans for planning, designing, and constructing water pollution control facilities. Federal and State appropriations have funded the SRF. It is a "revolving" fund because loan repayments are used to make future loans. By federal law, the SRF is to be operated in perpetuity. The Florida Department of Environmental Protection solicits potential project information each year. This information is used to establish project priorities for the following annual funding cycle. Funds are made available for Preconstruction Loans and Construction Loans. The Loan Terms include a 20-year amortization and low-interest rates (maximum rate of 80% of the current market rate). Preconstruction loans are available to all qualified communities and they provide up-front disbursements that can be used for administrative services, project planning and/or project design. Over the last couple of years SRF Funding has become very competitive and the program has not been able to keep up with the demand for funding. Stormwater projects will continue to get harder to fund through FDEP. Because of the economy, most agencies are vying for these funds, making it very difficult to secure this funding.

FDEP Water Quality Water Quality Restoration Grants

Annually, the state legislature provides funding for the implementation of best management practices, such as regional stormwater treatment facilities, designed to reduce pollutant loads to impaired waters from urban stormwater discharges. This funding is administered by the Nonpoint Source Management Section as the TMDL Water Quality Restoration Grant, which is set out by rule in Chapter 62-305, F.A.C. and authorized by Section 403.890(2), F.S.

The grant applications may be submitted at any time throughout the year and are reviewed and ranked in March, July, and November annually. Deadline for submittal of applications is by the close of business on the first business day of each review period. For example, for the March review period, only applications received by 5 pm on March 1st will be considered. Projects will be selected for grant funding based on these rankings and the availability of funding. Projects not selected for funding will remain in the pool of projects that will be ranked for one year from the date of submittal.

SFWMD Alternative Water Supply Program

In 1995, Florida's legislature directed the state's five water management districts to share revenues from property tax assessments with public and private entities willing to develop suitable alternative water supplies.

Accordingly, the South Florida Water Management District offers cooperative funding grants which fund up to 40% of the total construction cost of capital improvement projects that help implement safe and cost-effective alternative water supplies.

Applications for each year's funding cycle are available in January for the following fiscal year. The application deadline for the next cycle will be June 1st, 2025. Projects will be selected in June and July with funding agreements executed in September or October of 2021.

The AWS Program has cooperatively funded more than 480 projects since 1995 with over \$209 million in tax revenues, making over 621 million gallons per day of water available. If that amount of water was being produced by a single water utility, it would be the largest water utility in the State!

These funds are very difficult for LA-MSID to qualify for and the funds have mostly been used for Municipal Water Treatment Plants.

Legislative Appropriations Grant

Grants may be secured directly from the legislature and will generally be deposited into the FDEP budget. Grants are usually made available from a solid lobbying effort and a very worthy project that has a widely desired benefit. LA-MSID must continue to work cooperatively with FDEP and SFWMD to meet the watershed needs of the area in order to continue receiving funds. These funds have been supplemented with additional funds provided by the Governor, at times.

SFWMD Watershed Initiative Grant

Grants are sometimes made available through the local Watershed Initiative Project. The Florida Legislature makes these grants available through line items in their budget and the grants are usually administered by SFWMD with a 50% match. The chances of any of these funds being available for a while are very low, for the foreseeable future.

HUD Grants

Following Hurricane Ian in 2017, HUD awarded Lee County \$1.1 Billion to rebuild Lee County. LA-MSID can share in this funding, with projects that will mitigate damages during future storms.

FEMA Grants

Each year, after a direct or indirect impact from a Hurricane, (Irma in '17 and Ian in '22) the District will document damages and restorative efforts in a manner necessitated by FEMA. FEMA will reimburse the District at a later date, in the form of a grant.

Assessments

Each year, the District levies a non ad valorem assessment, per acre, or fraction thereof, to fund the current fiscal year maintenance and benefit budgets. The current assessment rate is \$172.15 per acre or \$35.54 for a typical 1/4-acre lot, annually.

Governor's Grants

From time to time, when there is specific budgetary money that is unspent, the Governor may allocate it to qualified projects. That is the method in which LA-MSID had received \$15,500,000 in 2024.

Public or Private Partnerships

When an opportunity arises between two or more entities that can benefit each from either shared infrastructure, shared cost, economy of scale cost savings, etc., from a joint project, every effort must be taken to negotiate a deal. Currently opportunities exist between LA-MSID and the Florida Dept. of Transportation, Lee County Dept. of Transportation, Lee County Parks Department, Lee County 20/20 Program, Hendry County and DUDA. Currently, staff is working with the LDOT due to Lee County needing LA-MSID's land along Sunshine Blvd. for a road project, while Lee County will pay for roughly \$41-million in LA-MSID projects.

Contributors:***Lehigh Acres Municipal Services Improvement District Staff***

David E. Lindsay, District Manager

Michael S. Cook, Assistant District Manager

Dana March, Finance Director

William Walker, Field Operations Director

Lisa Waskiewicz, Resource and Relations Director

Daniel Schroeder, P.E., AIM Engineering & Surveying, Inc.

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

CAPITAL IMPROVEMENT PLAN (Fiscal Years 2027-2031)

8

YEAR	Engineering & Permitting	Inspection	Construction	Land / Equipment Purchase	TOTAL	Grant Funding	Assessments / Spoil / In-Kind Funding	Loan Funding	Other Funding	NEW DEBT SERVICE
2027	1,170,000	74,000	5,978,000	0	7,222,000	7,022,000	\$200,000	0	0	0
2,028	0	131,000	4,163,000	0	4,294,000	3,974,000	320,000	0	0	0
2,029	817,500	100,000	8,900,000	0	9,817,500	9,467,500	250,000	0	100,000	0
2030	590,000	20,000	750,000	0	1,360,000	840,000	520,000	0	0	0
2031	0	70,000	1,345,000	0	1,415,000	0	250,000	0	1,165,000	0
TOTAL	2,577,500	325,000	19,791,000	0	22,693,500	21,303,500	1,290,000	0	100,000	0

m

Lehigh Acres Municipal Services Improvement District

2027 Capital Improvement Plan

Yearly Summary

PRIORITY RANKING	PROJECT NUMBER	PROJECT TYPE	DES	PROJECT	ACTIVITY	START / FINISH	FUNDING SOURCE	Engineering & Permitting	Inspection Costs	Construction Costs	Land / Equipment Purchase	TOTAL FUNDING	Grant Funding	Assessments/ Spoil / Misc. / In-Kind	Loan Funding	Other Funding	NEW DEBT SERVICE AMOUNT	DEBT SERVICE START DATE	Funding Status
1	TBD	Replace	D/C	Culvert Replacement Phase 2027	Design & Build the next 5 culverts identified in 2026 Facilities Inventory Report.	2ND QTR 2027 / 3RD QTR 2027	LA-MSID Reserves	0	0	200,000	0	200,000	0	200,000	0	0	0	N/A	Secured
2	TBD	New	C	GS 10 Build Phase I	Remove exotics, excavate, stabilize, build structures, berms, maintenance paths and plant native plants.	2ND QTR 2027 / 3RD QTR 2027	Governor's Grant	0	74,000	5,778,000	0	5,852,000	5,852,000	0	0	0	0	N/A	Secured
3	TBD	New	D	Design Buckingham Trails STA	Design excavation, pump stations, weirs, maintenance area.	1ST QTR 2027 / 4TH QTR 2027	Lee County Grant	1,170,000	0	0	0	1,170,000	1,170,000	0	0	0	0	N/A	Secured
4	TBD	New	D/C	D/C Leeland Sinkhole Interpretive Center Purchase	Purchase Building for Interpretive Center, Trails, Security	1ST QTR 2027 / 4TH QTR 2027	Grant Funding	0	0	2,200,000	0	2,200,000	2,200,000	0	0	0	0	N/A	Secured
5	TBD	New	P	Purchase GS-10 Crosslink Parcels	Purchase by "calling to sale" parcels that LA-MSID has owned a tax certificate for the last two years.	2ND QTR 2028 / 3RD QTR 2028	Non-recurring funds	0	0	0	70,000	70,000	0	70,000	0	0	0	N/A	Secured
6	TBD	New	D/C	Design/Build New Gunner Rd. Entry Sign	Planned entry sign at Gunner Rd. and SR 82.	1ST QTR 2027 / 4TH QTR 2027	Alternative Revenue	0	0	85,000	0	85,000	0	0	0	85,000	0	N/A	Secured
7	TBD	New	D	RISE Structure design & repair	Design Structure S-BP-1, S-O-1 Design, S-BL-2 Repairs. Retrofit S-R-2 and S-SF-3	1ST QTR 2027 / 2ND QTR 2027	Legislative Appropriation 2026	240,000	0	0	0	240,000	240,000	0	0	0	0	N/A	Secured
8	TBD	New	D	GS 10 Design Phase II	Design weirs, culverts, pump stations, additional excavation, etc.	2ND QTR 2027 / 3RD QTR 2027	Governor's Grant	900,000	85,000	0	0	985,000	985,000	0	0	0	0	N/A	Secured
8	TBD	Replace	D	Rebuild Structure Sailfish 1	Demolish, move and rebuild S-SF-1	3RD QTR 2027/1ST QTR 2028	Lee County Funding	0=	0	0	0	0	0	0	0	0	0	N/A	Secured
9	TBD	New	D	ROBUST Design	Designs weirs, excavation of canals and storage area, etc.	1ST QTR 2027 / 4TH QTR 2027	Legislative Appropriation	429,000	0	0	0	429,000	429,000	0	0	0	0	N/A	Secured
10	TBD	New	D	Design Lee County Structures	Build S-MF-1, S-T-1, S-S-1.	3RD QTR 2027/1ST QTR 2028	Lee County Funding	0	0	0	0	0	0	0	0	0	0	N/A	Secured
PRIORITY RANKING	PROJECT NUMBER	PROJECT TYPE	DES	PROJECT	ACTIVITY	START / FINISH	FUNDING SOURCE	\$1,170,000	\$74,000	\$5,978,000	\$0	\$7,222,000	\$7,022,000	\$200,000	\$0	\$0	\$0	DEBT SERVICE START DATE	Funding Status

Lehigh Acres Municipal Services Improvement District

CAPITAL IMPROVEMENT JUSTIFICATION

Item Number	TBD	Item Name	Culvert Replacement Phase 2027
Description	Design & Build the next 5 culverts identified in 2026 Facilities Inventory Report.		
Justification	5 Culverts at \$40,000 each = \$200,000		
Cost Calculation	Design		\$0.00
	Bidding & Const Admin		\$0.00
	Permit		\$0.00
	Construction		\$200,000.00
	Land / Equip.		\$0.00
Total Cost	\$200,000	Proposed Funding	LA-MSID Reserves
Grant Funding	\$0	Assessments	\$200,000
		Loan Funding	\$0



Lehigh Acres Municipal Services Improvement District

CAPITAL IMPROVEMENT JUSTIFICATION

Item Number	4067			Item Name	GS 10 Build Phase I		
Description	Remove exotics, excavate, stabilize, build structures, berms, maintenance paths and plant native plants.						
Justification	Will help to lower peak flows during a major event, more WQ and basin connectivity.						
Cost Calculation	Design		0 as extrapolated on Florida RUS Bulletin 1780-9 (7.3%)				\$0
	Inspect		as extrapolated on Florida RUS Bulletin 1780-9 (2.9%)				\$74,000
	Permit						\$0
	Construction						\$5,778,000
	Land / Equip.						\$0
Total Cost	\$5,852,000			Proposed Funding	Governor's Grant		
Grant Funding	\$5,852,000	Assessments	Loans	Bridge	\$0	Other Funds	



Lehigh Acres Municipal Services Improvement District

CAPITAL IMPROVEMENT JUSTIFICATION

Item Number	4067			Item Name	Design Buckingham Trails STA		
Description	Design excavation, pump stations, weirs, maintenance area.						
Justification	Will help to lower peak flows during a major event, more WQ and basin connectivity.						
Cost Calculation	Design		0 as extrapolated on Florida RUS Bulletin 1780-9 (7.3%)				\$1,150,000
	Inspect & Bidding		as extrapolated on Florida RUS Bulletin 1780-9 (2.9%)				\$0
	Permit						\$20,000
	Construction						\$0
	Land / Equip.						\$0
Total Cost	\$1,170,000			Proposed Funding	Lee County Grant		
Grant Funding	\$1,170,000	Assessments	Loans	Bridge	\$0	Other Funds	



Lehigh Acres Municipal Services Improvement District

CAPITAL IMPROVEMENT JUSTIFICATION

Item Number	4071	Item Name	D/C Leeland Sinkhole Interpretive Center Purchase	
Description	Purchase Building for Interpretive Center, Trails, Security			
Justification	Building is a perfect location for an interpretive center. This is the cheapest option considering all aspects.			
Cost Calculation	Design	0 as extrapolated on Florida RUS Bulletin 1780-9 (7.3%)		\$0
	Inspect	as extrapolated on Florida RUS Bulletin 1780-9 (2.9%)		\$0
	Permit			\$0
	Construction			\$2,200,000
	Land / Equip.			\$0
Total Cost	\$2,200,000	Proposed Funding	2025 Leg Appropriation	
Grant Funding	\$2,200,000	Assessments	Bridge \$0	Other Funds



Lehigh Acres Municipal Services Improvement District

CAPITAL IMPROVEMENT JUSTIFICATION

Item Number	TBD	Item Name	Design/Build New Gunnery Rd. Entry Sign															
Description	Planned entry sign at Gunnery Rd. and SR 82.																	
Justification	Planned improvement using Alternative Revenue																	
Cost Calculation	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Design</td> <td style="width: 45%;">\$ 500,000.00 as extrapolated on Florida RUS Bulletin 1780-9 (8.0%)</td> <td style="width: 40%; text-align: right;">\$0.00</td> </tr> <tr> <td>Inspect</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Permit</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Construction</td> <td></td> <td style="text-align: right;">\$85,000.00</td> </tr> <tr> <td>Land / Equip.</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> </table>			Design	\$ 500,000.00 as extrapolated on Florida RUS Bulletin 1780-9 (8.0%)	\$0.00	Inspect		\$0.00	Permit		\$0.00	Construction		\$85,000.00	Land / Equip.		\$0.00
Design	\$ 500,000.00 as extrapolated on Florida RUS Bulletin 1780-9 (8.0%)	\$0.00																
Inspect		\$0.00																
Permit		\$0.00																
Construction		\$85,000.00																
Land / Equip.		\$0.00																
Total Cost	\$85,000.00	Proposed Funding	Alternative Revenue															
Grant Funding	\$ -	Assessment Funding	Alternative 85,000															



Lehigh Acres Municipal Services Improvement District

CAPITAL IMPROVEMENT JUSTIFICATION

Item Number	TBD		Item Name	Purchase GS-10 Crosslink Parcels	
Description	Purchase by "calling to sale" parcels that LA-MSID has owned a tax certificate, for the last two years.				
Justification	District canals that connect Frank Mann Preserve with Greenbriar Preserve are located on most parcels with no easement. Ownership is necessary. Also these very-low elevation lots will make excellent storage and water quality additions.				
Cost Calculation	Design	\$	500,000	as extrapolated on Florida RUS Bulletin 1780-9 (8.0%)	
	Inspect				\$0
	Permit				\$0
	Construction				\$0
	Land / Equip.				\$70,000
Total Cost	\$70,000			Proposed Funding	Non-recurring funds
Grant Funding	\$0		Assessment Funding	\$70,000	Bridge
					\$0



Lehigh Acres Municipal Services Improvement District

CAPITAL IMPROVEMENT JUSTIFICATION

Item Number	TBD	Item Name	RISE Structure design & repair	
Description	Design Structure S-BP-1, S-O-1 Design, S-BL-2 Repairs. Retrofit S-R-2 and S-SF-3			
Justification	Structure collapsing and pipes and risers are severely corroded or floating			
Cost Calculation	Design		240,000.00	
	Inspect		\$0.00	
	Permit		\$0.00	
	Construction		\$0.00	
	Land / Equip.		\$0.00	
Total Cost	\$240,000.00	Funding	Legislative Appropriation 2026	
Grant Funding	\$ 240,000.00	Assessment Funding		\$0.00



Lehigh Acres Municipal Services Improvement District CAPITAL IMPROVEMENT JUSTIFICATION

Item Number

4067

Item Name

GS 10 Design Phase II

Description

Design weirs, culverts, pump stations, additional excavation, etc.

Justification

Will help to lower peak flows during a major event, more WQ and basin connectivity.

Cost Calculation

Design

0 as extrapolated on Florida RUS Bulletin 1780-9 (7.3%)

\$900,000

Inspect

as extrapolated on Florida RUS Bulletin 1780-9 (2.9%)

\$85,000

Permit

\$0

Construction

\$0

Land / Equip.

\$0

Total Cost

\$985,000

Proposed Funding

Governor's Grant

Grant Funding

\$985,000

Assessments

0

Loans

0

Bridge

\$0

Other Funds



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-140, Coremix Batch Plant – 5511 4th St. W.

Meeting Date: September 21, 2026

Agenda Item # 2E

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

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

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

Recommended motion: Move to approve Permit 2026-140, Coremix Batch Plant at 5511 4th St. W. with any listed stipulations.

What the action accomplishes: Allows Coremix Batch Plant, to develop an commercial site at 5511 4th St. W., while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact: Permit Fees: \$1,750.00

Staff comments: Approved according to the plans submitted August 6, 2026.

Staff review and recommended approval:

☒ **MANAGER** ☐ **DIRECTOR OF OPERATIONS**
☐ **ATTORNEY** ☐ **FIELD SUPERINTENDENT**
☒ **ENGINEER** ☒ **CONTROLLER**

Board Action:

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

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 21st day of September, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as "DISTRICT"), 601 East County Lane, Lehigh Acres, Florida 33936, to Bello Horizon, LLC, 4634 15th St. SW, Lehigh Acres, FL 33973, hereinafter referred to as the "Permittee") as a non-exclusive permit for a concrete batch plant on (3.45 +/- acres), located at 5511 4th St. W., with an on-site storm water system and a drainage connection to Jack Canal (46-30-6), 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. 26-140

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 #26-140 is approved according to the plans and calculations submitted August 6th, 2026.
- 2). Maintenance of the entire storm water management system and type II wastewater settling basins, including the control structure and outfall pipe 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 any local, state or federal permit approvals prior to the start of construction.

PART I



DATE SUBMITTED:

08 - 06 - 26

PERMIT #:

26 - 140

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: Quattrone & Associates, Inc. PHONE #: (239) 936-5222
PROJECT NAME: Lehigh Acres Batch Plant

TOTAL
ACREAGE:

3.45

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 5511 4TH ST W LEHIGH ACRES FL 33971

Mailing Address: 4634 15TH ST SW

City: Lehigh Acres State: FL Zip: 33973

STRAP NUMBERS (attach additional sheet if necessary):

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

Brief description of proposed project:

Application for:

Proposed construction of a batch plant with associated utilities, parking, landscaping and drainage.

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

Estimated # of Phases:

*Permit Fee:

\$ 1,750.00

(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

PART II

OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		Bello Horizon, LLC					
Mailing Address:		Street:		4634 15th St SW			
City:	Lehigh Acres		State:		FL	Zip:	33973
Phone No.	Area Code:	305	Number:	343 - 2100		Ext.	
Fax No.	Area Code:		Number:	-			
E-mail Address:		jvscapitalcorp@gmail.com					

B. Relationship of applicant to property*:

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

☐ Contract Purchaser* ☐ Other (indicate)* _____

C.

Name of Developer:								
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):		Quattrone & Associates, Inc.						
Mailing Address:		Street:		4301 Veronica Shoemaker Blvd.				
City:	Fort Myers		State:		FL	Zip:	33916	
Phone No.	Area Code:	(239)	Number:	936- 5222		Ext.		
Fax No.	Area Code:	()	Number:	-				
E-mail Address:		permits@qai.net						

E.

Name of Property Owner:		Same as applicant						
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:

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

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
Juniel Verdecia	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.

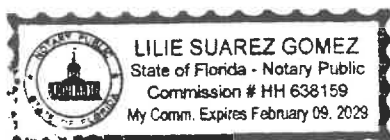
The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

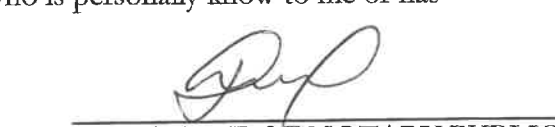

SIGNATURE OF APPLICANT

Juniel Verdecia
PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29 day
of July (m), 2020(y), by Juniel Verdecia who is personally know to me or has
produced DL as identification.




SIGNATURE OF NOTARY PUBLIC
Lilie Suarez Gomez
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:						
Mailing Address:						
City:		State:		Zip:		
Business No.	Area Code:	()	Number:	-	Ext.	
Other Contact:						

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): <u>0.458</u> (ACRE-FT) Water Quality Volume (Provided): <u>0.682</u> (ACRE-FT) Control Elevation: <u>21.70</u> (FT-NGVD) Minimum Road/Parking Elevation: <u>24.70</u> (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: <u>24.34</u> (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: <u>25.95</u> (FT-NGVD) <i>(above the 100-year, 3-day design storm peak stage elevation and previously experienced high-water levels external to project)</i>
1	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.



Engineers, Planners & Development Consultants

4301 Veronica Shoemaker Blvd. Fort Myers, FL 33916
239.936.5222 | QAINC.NET | f 239.936.7228

RECEIVED

AUG 06 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

LETTER OF TRANSMITTAL

TO: Lehigh Acres Municipal Services
Improvement District
601 East County Lane
Lehigh Acres, FL 33936

DATE: August 6, 2026
JOB #: 250304
PROJECT: Lehigh Acres Mobile Batch Plant

THE FOLLOWING ITEMS ARE BEING SENT VIA:

☐ FAX with ___ pages to follow
☒ Hand delivery
☐ U.S. Mail
☐ Federal/Airborne Express

Quantity	DESCRIPTION
1	CD
1	Check
2	Application for Permit
2	Engineering Reports
2	Sets of Plans

REMARKS

CC: _____

FROM: Shelly Stalnos

Please notify us at once if attachments are not as noted

BELLO HORIZON LLC
5005 4TH ST. W
LEHIGH ACRES, FL 339711534

63-8413/2670

2283

DATE 07-28-26

PAY TO THE
ORDER OF

LAMSID

\$ 7750 ⁰⁰/₁₀₀

one thousand seven hundred + fifty

DOLLARS



Security Features
Included
Details on Back

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

5511 4th st W

⑆ 267084131⑆

587285332⑆ 2283

Permit # 26-140

RECEIVED

AUG 06 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
JVS GULF COAST HOLDING LLC**

This agreement is made effective on the 16 day of 05, 2025
among the member(s) and the company.

1. Formation. A limited liability company (LLC) of the above name has been formed under the laws of the State of Wyoming by filing Articles of Organization (or similar organizing document) with the Secretary of State (or other appropriate office) on 05/16/2025. The purpose of the business shall be to carry on any activity which is lawful under the jurisdiction in which it operates. The LLC may operate under a fictitious name or names as long as the LLC is in compliance with applicable fictitious name registration laws. The term of the LLC shall be perpetual or until dissolved as provided by law or by vote of the member(s) as provided in this agreement. Upon dissolution the remaining members shall have the power to continue the operation of the LLC as long as necessary and allowable under state law until the winding up of the affairs of the business has been completed.

2. Members. The name and address of each initial limited liability company member is:

JUNIEL VERDECIA
4634 15TH ST SW
LEHIGH ACRES , FL 33973

3. Contributions. The capital contribution of each limited liability company member in exchange for their LLC ownership is:

Name	LLC Ownership	Capital Contribution
JUNIEL VERDECIA	100%	\$ _____

NOTE: The capital contribution may be in the form of cash (or cash equivalents), labor or services (past or future), or property/equipment/assets other than cash. Regardless of the type of capital contribution, it should be expressed above in a dollar equivalent value that is agreed upon by all limited liability company members. Additionally, there may be accounting/tax ramifications for individuals contributing capital other than cash.

4. Profit and Loss. The profits and losses of the limited liability company shall be distributed amongst the members in proportion with the ownership of each member by default, but this may be changed at any time upon a unanimous vote of the members.

14. Meetings. The members shall have no obligation to hold annual or any other meeting, but may hold such meetings if they deem them necessary or desirable.

15. Amendment of this Agreement. This agreement may not be amended except in writing signed by all of the members.

16. Conflict of Interest. No member shall be involved with any business or undertaking which competes with the interests of the limited liability company except upon agreement in writing by all of the members.

17. Deadlock. In the event that the members cannot come to an agreement on any matter the members agree to submit the issue to mediation to be paid for by the limited liability company. In the event the mediation is unsuccessful, they agree to seek arbitration under the rules of the American Arbitration Association.

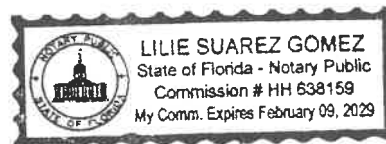
18. Dissociation of a Member. A member shall have the right to discontinue membership upon giving thirty days notice. A member shall cease to have the right to membership upon death, court-ordered incapacity, bankruptcy or expulsion. The limited liability company shall have the right to buy the interest of any dissociated member at fair market value.

19. Dissolution. The limited liability company shall dissolve upon the unanimous consent of all the members or upon any event requiring dissolution under state law. In the event of the death, bankruptcy, permanent incapacity, or withdrawal of a member the remaining members may elect to dissolve or to continue the operation of the LLC.

20. General Provisions. This agreement is intended to represent the entire agreement between the parties. In the event that any party of this agreement is held to be contrary to law or unenforceable, said party shall be considered amended to comply with the law and such holding shall not affect the enforceability of other terms of this agreement. This agreement shall be binding upon the heirs, successors, and assigns of the members.

IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this 16 day of 05, 25.

JUNIEL VERDECIA, MEMBER



Date of this notice: 05-19-2025

Employer Identification Number:
39-2214101

Form: SS-4

Number of this notice: CP 575 G

JVS GULF COAST HOLDING LLC
JUNIEL VERDECIA SOLE MBR
4634 15TH ST SW
LEHIGH ACRES, FL 33973

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-2214101. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

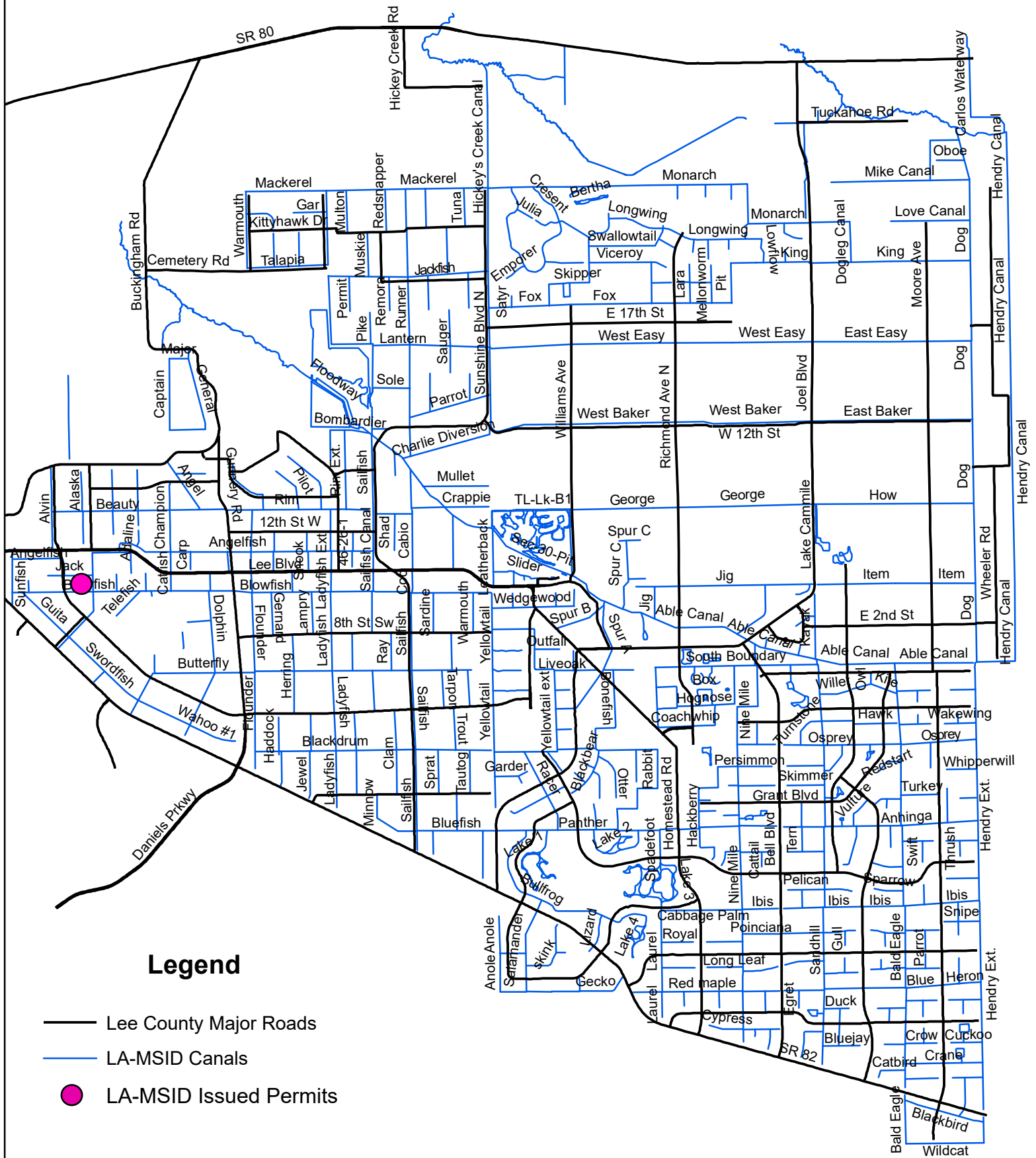
Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Permit # 2026-140



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-141, Blackstone AutoZone – Parcel #9

Meeting Date: September 21, 2026

Agenda Item # 2F

☒ **CONSENT**

☐ **ACTION**

☐ **OLD BUSINESS**

☐ **NEW BUSINESS**

Request Initiated By:

☐ **COMMISSIONER** _____

☐ **ATTORNEY**

☐ **BOARD**

☒ **MANAGER**

☐ **ENGINEER**

☐ **AUDITOR**

Recommended motion:

Move to approve Permit 26-141, Blackstone AutoZone – Parcel #9, with any listed stipulations.

What the action accomplishes:

Allows Blackstone AutoZone, to develop an commercial site at Blackstone Corp. Park, Parcel 9, while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact:

Permit Fees: \$1,500.00

Staff comments:

Approved according to the plans submitted August 13, 2026 and the Master Drainage Plans approved under Permit #25-40 (M2) "Blackstone Corp Park".

Staff review and recommended approval:

☒ **MANAGER**

☐ **DIRECTOR OF OPERATIONS**

☐ **ATTORNEY**

☐ **FIELD SUPERINTENDENT**

☒ **ENGINEER**

☒ **CONTROLLER**

Board Action:

☐ **APPROVED**

☐ **DENIED**

☐ **DEFERRED**

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 21st day of September, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as “DISTRICT”), 601 East County Lane, Lehigh Acres, Florida 33936, to CNL Fort Myers Blackstone, LLC, 6562 University Pkwy #210, Sarasota, FL 34240, hereinafter referred to as the “Permittee”) as a non-exclusive permit for an approximately 7381 SF AutoZone store on 0.97 acres (Parcel #9) located in the Blackstone Corp. Park, with a drainage connection to the Master Drainage System approved under the LAMSID Master Drainage Permit #25-40(M2), that has an approved outfall to Gecko Canal (57-20-3), 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. 26-141

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 #26-141 is approved according to the plans and calculations submitted August 13th, 2026 and the master drainage plans and calculations approved under Permit #25-40 (M2).
- 2). Maintenance of the entire master on-site storm water management system and outfall connection is the responsibility of the Permittee and any Master Associations established within the Blackstone Corporation Park.
- 3). Any disturbed canal right-of-way must be restored with sod and maintained until fully established. Seeding will not be permitted.
- 4). An “As-Built” survey showing the completed improvements (including perimeter berm, pipe inverts, finished floor elevations and all drainage structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 5). Permittee shall obtain any other permits required by EPA, FDEP, SFWMD, FDOT and Lee County prior to starting construction and submit a copy to LA-MSID.

PART I



DATE SUBMITTED:

0 8 - 0 7 - 2 6

PERMIT #:

2 6 - 1 4 /

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: Matthew D'Angelo, P.E. PHONE #: (813)288 -0233

PROJECT NAME: FL 11075 AutoZone – Lehigh Acres

TOTAL
ACREAGE:

0.97

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

Mailing Address: SE Corner SR 82 and Blackstone Dr

City: Lehigh Acres State: FL Zip: 33974

STRAP NUMBERS (attach additional sheet if necessary):

2	0	-	4	5	-	2	7	-	7	2	-	0	0	0	5	1	-	0	0	0	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for: Construction of 7381 SF AutoZone building with all associated utilities.

Stormwater will be collected using a system of inlets and pipes to convey them into the master system proposed by the Blackstone Corporate Park development

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

Estimated # of Phases:	1
*Permit Fee:	\$ 500.00 (to be verified by staff)

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

RECEIVED

AUG 13 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		CNL Fort Myers Blackstone, LLC					
Mailing Address:		Street:		University Pkwy #210			
City:	SARASOTA		State:	FL		Zip:	34240
Phone No.	Area Code:	941	Number:	552-270		Ext.	
Fax No.	Area Code:		Number:	-			
E-mail Address:		EMcMillin@castoinfo.com					

B. Relationship of applicant to property*:☒ **Owner*** ☐ **Trustee*** ☐ **Option holder*** ☐ **Lessee***☐ **Contract Purchaser*** ☐ **Other (indicate)*** _____**C.**

Name of Developer:		AutoZone Stores LLC					
Mailing Address:		Street:		123 S. Front Street6562			
City:	Memphis		State:	TN		Zip:	38103
Phone No.	Area Code:	(901)	Number:	2495-8701		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		Wade.davis@autozone.com					

D.

Name of Authorized Agent(s):		Matthew D'Angelo					
Mailing Address:		Street:		5601 Mariner Street, Suite 105			
City:	Tampa		State:	FL		Zip:	33609
Phone No.	Area Code:	(813)	Number:	288-0233		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:							

E.

Name of Property Owner:		CNL Fort Myers Blackstone, LLC					
Mailing Address:		Street:		6562 University Pkwy #210			
City:	Sarasota		State:	City:		Sarasota	State:
Phone No.	Area Code:	(941)	Number:	552-2702		Ext.	
Fax No.	Area Code:	()	Number:	-			
E-mail Address:		EMcMillin@castoinfo.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:

2	0
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4	5
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2	7
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7	2
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0	0	0	5	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
CNL FOR Myers Blackstone, LLC	100%
16512 UNIVERSITY PKWY, STE 210	
SARASOTA, FL 34240	

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

J. Brett Hutchens

PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 12th day of August (m), 2024 (y), by J. Brett Hutchens who is personally know to me or has produced _____ as identification.





SIGNATURE OF NOTARY PUBLIC

Erica McMillin

PRINTED NAME OF NOTARY PUBLIC



5601 Mariner Street
Suite 105
Tampa, FL 33609
Phone: 813.288.0233
Fax: 813.288.0433

Letter Of Transmittal

Date: 8/12/2026

To: **LeHigh Acres**
LAMSID
601 east County Lane
LeHigh Acres, FL 33936
(239) 368-0044

RECEIVED

AUG 13 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

Re: **AutoZone Lehigh Acres (CPH # 2501023)**
SE Corner SR 82 & Blackstone Drive
LeHigh Acres, FL 33974

WE ARE SENDING YOU THE ATTACHED ITEM(S):

NO. OF COPIES	DESCRIPTION
2	24x36 Full Set of Plans
2	Applications
2	Stormwater Report
2	Survey
1	Check # 1501 \$500.00
1	USB

THESE ITEMS ARE TRANSMITTED AS INDICATED BELOW:

☒ For Your Use ☒ For Review and Comment
☒ As Requested ☐ For Bids Due

REMARKS:

COPY TO: _____

SIGNED: Matthew D'Angelo

If enclosures are not as noted, kindly notify us at once.

CPH CONSULTING, LLC
Office Account
500 W FULTON ST
SANFORD, FLORIDA 32771
(407) 322-6841

1501

DATE 8-5-2026

23-101/1020

PAY
TO THE
ORDER OF

LA-MSID

\$ 500.00

Five Hundred 00/100

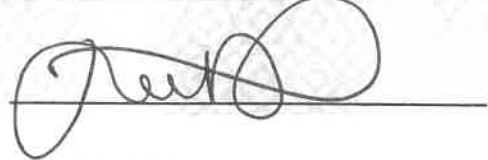
DOLLARS

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

2501023 - Permitting Fees

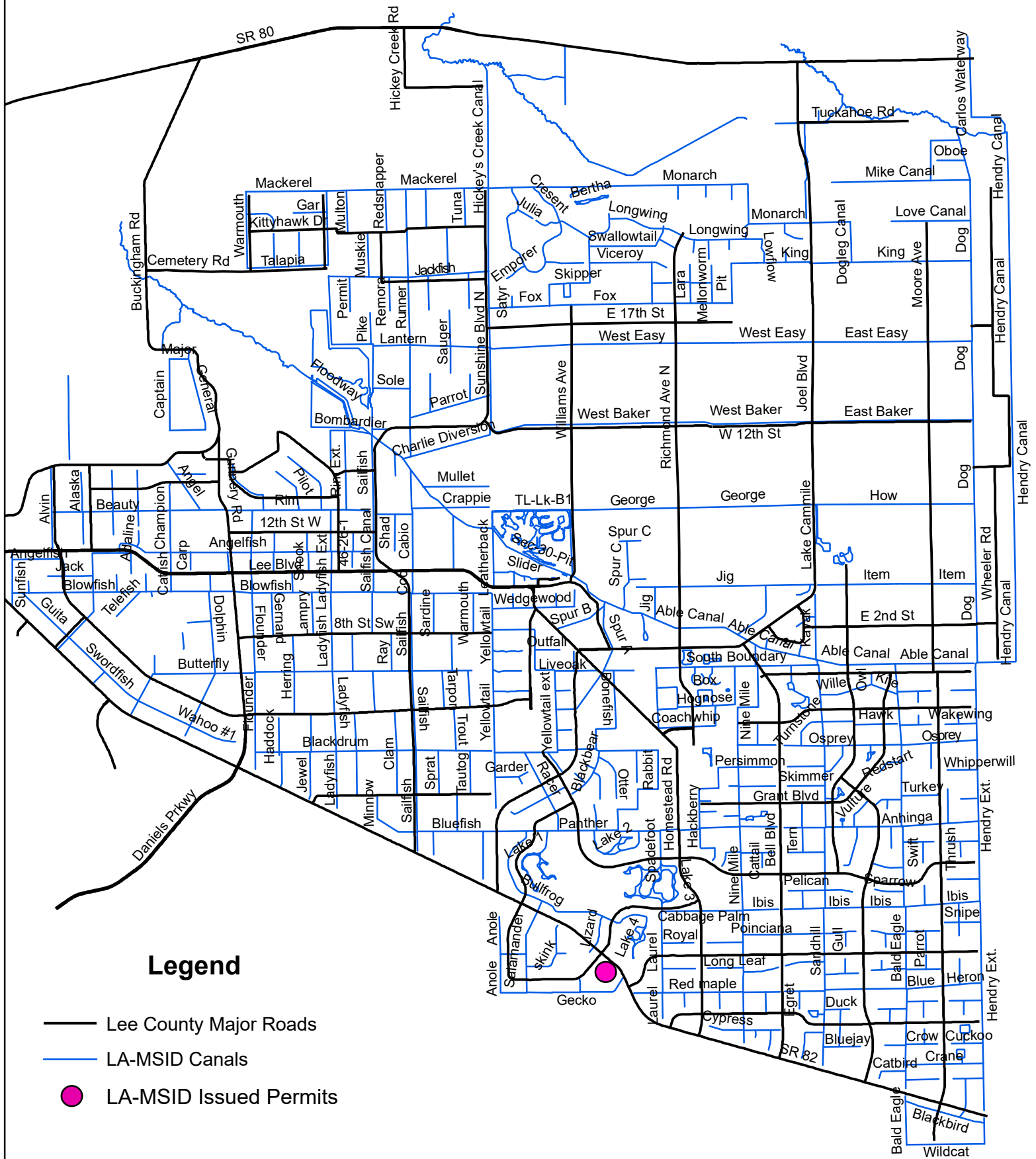


⑈001501⑈ ⑆102001017⑆

605132961⑈

Permit # 26-141

Permit # 2026-141



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-142, Lumos Bore under Horseshoe Canal (47-6-1) at Windermere Dr.

Meeting Date: September 21, 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 #26-142, Lumos Bore under Horseshoe Canal (47-6-1) at Windermere Dr., with any listed stipulations.

2 What the action accomplishes: Allows Lumos to bore under Horseshoe Canal (47-6-1) at Windermere Dr., while ensuring they stay 10-feet below the bottom elevation of each canal.

3 Fiscal Impact: Permit Fee: \$3,000.00

4 Staff comments: Approved according to the plans submitted August 13, 2026.

5 Staff review and recommended approval:

☐ MANAGER	☐ DIRECTOR OF OPERATIONS
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☐ ENGINEER	☐ CONTROLLER

6 Board Action:

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

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 21st day of September, 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 Horseshoe Canal (47-6-1), along the south side of Windermere Dr., between Latham Dr. & Stanwin Loop, 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. 26-142

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 #26-142 is approved according to the plans submitted August 13th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 150' 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 Windermere Dr.



08 - 13 - 26
26 - 142

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_007 685 WINDERMERE DR HORSESHOE CANAL 47-6-2

TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 685 WINDERMERE DR

Mailing Address: N/A

City: LEHIGH ACRES State: FLORIDA Zip: 33972

STRAP NUMBERS (attach additional sheet if necessary):

06 - 44 - 27 - L4 - 45278 - 0140

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 150' IN
THE LAMSID ROW OF HORSESHOE CANAL 47-6-2 ALONG
WINDERMERE DR

RECEIVED

AUG 13 2026

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

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

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

Estimated # of Phases:	1
*Permit Fee:	\$3000.00 (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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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

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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

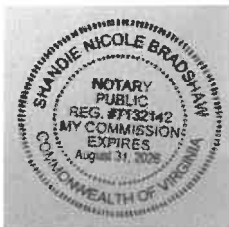
SIGNATURE OF APPLICANT

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 August (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.

DATE: 8/13/26

CR*

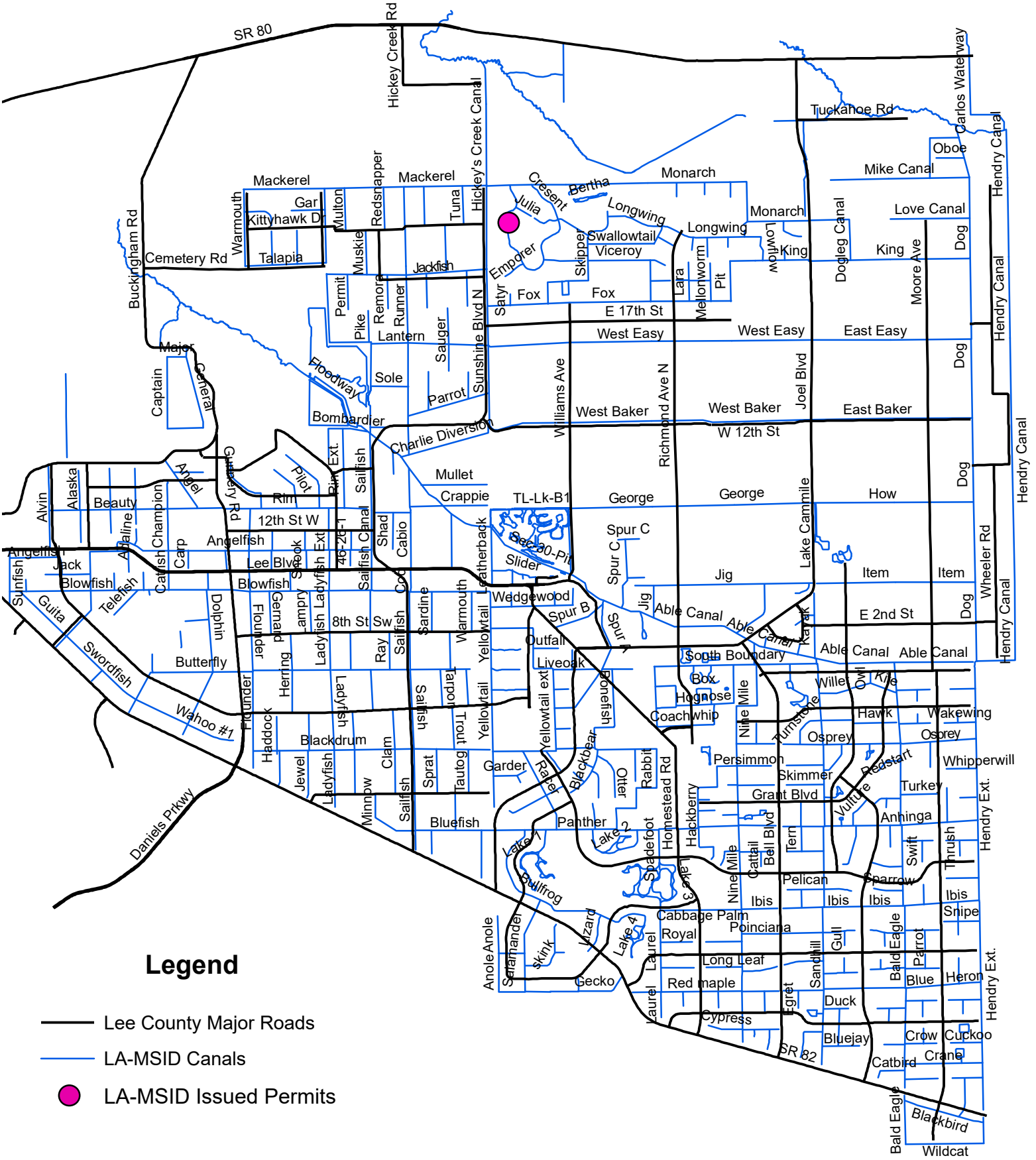
0326-0000-329-0001

PERMIT REVIEWER SIGNATURE: Michael S. Cook DATE: 8/13/26

ACCOUNTING SIGNATURE: _____ DATE: _____

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

Permit # 2026-142



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-143, Lumos Bore under Monarch Ext. Canal (47-3-1) at Lakeridge Blvd.

Meeting Date: September 21, 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 #26-143, Lumos Bore under Monarch Ext. Canal (47-3-1) at Lakeridge Blvd., with any listed stipulations.

2 What the action accomplishes: Allows Lumos to bore under Monarch Ext. Canal (47-3-1) at Lakeridge Blvd. while ensuring they stay 10-feet below the bottom elevation of the canal.

3 Fiscal Impact: Permit Fee: \$1,350.00

4 Staff comments: Approved according to the plans submitted August 13, 2026.

5 Staff review and recommended approval:

☐ MANAGER	☐ DIRECTOR OF OPERATIONS
☐ ATTORNEY	☐ FIELD SUPERINTENDENT
☐ ENGINEER	☐ CONTROLLER

6 Board Action:

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

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 21st day of September, 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 Ext. Canal (47-3-1), along the east side of Lakeridge Blvd., between Winnetka Dr. & Ridgemont 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. 26-143

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 #26-143 is approved according to the plans submitted August 13th, 2026.
- 2). The proposed directional bore must maintain a minimum clearance of 10 feet below the bottom elevation of the canal for the entire 40' 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 Lakeridge Blvd.



08 - 13 - 26
26 - 143

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_004 212 LAKERIDGE BLVD MONARCH CANAL EXT 47-3-1
TOTAL ACREAGE: N/A

Property Address (STRAP associated with this address will be used as the primary STRAP for this project): 212 LAKERIDGE BLVD				
Mailing Address:		N/A		
City:	LEHIGH ACRES	State:	FLORIDA	Zip: 33972

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

03	-	44	-	27	-	L4	-	05000	-	0080
	-		-		-		-		-	
	-		-		-		-		-	
	-		-		-		-		-	
	-		-		-		-		-	

Brief description of proposed project:

Application for: DIRECTIONAL BORE 2x1.25" HDPE SDR 11 CONDUIT 40' IN
 THE LAMSID ROW OF MONARCH CANAL EXT 47-3-1 ALONG
 LAKERIDGE BLVD

RECEIVED

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

AUG 13 2026

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

Estimated # of Phases:	1
*Permit Fee:	\$ 1350.00 (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 August (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: 8/13/26

CUSTOMER

DR

CR²

Lumos/Gridiron/T-Fiber

0326-0000-220-0001

0326-0000-329-0001

PERMIT#	DESCRIPTION	AMOUNT
26-143	Lumas Box Under Monarch Ext. Canal (47-3-1) At Lukeridge Blvd.	Total Fee <u>\$1,350.00</u>
	Permit Fee: \$750 + 15 x 40' r/w = \$750 + \$600	Due From Deposit
	Total Fee = \$1,350.00	
	TOTAL	\$1,350.00

PERMIT REVIEWER SIGNATURE:

DATE:

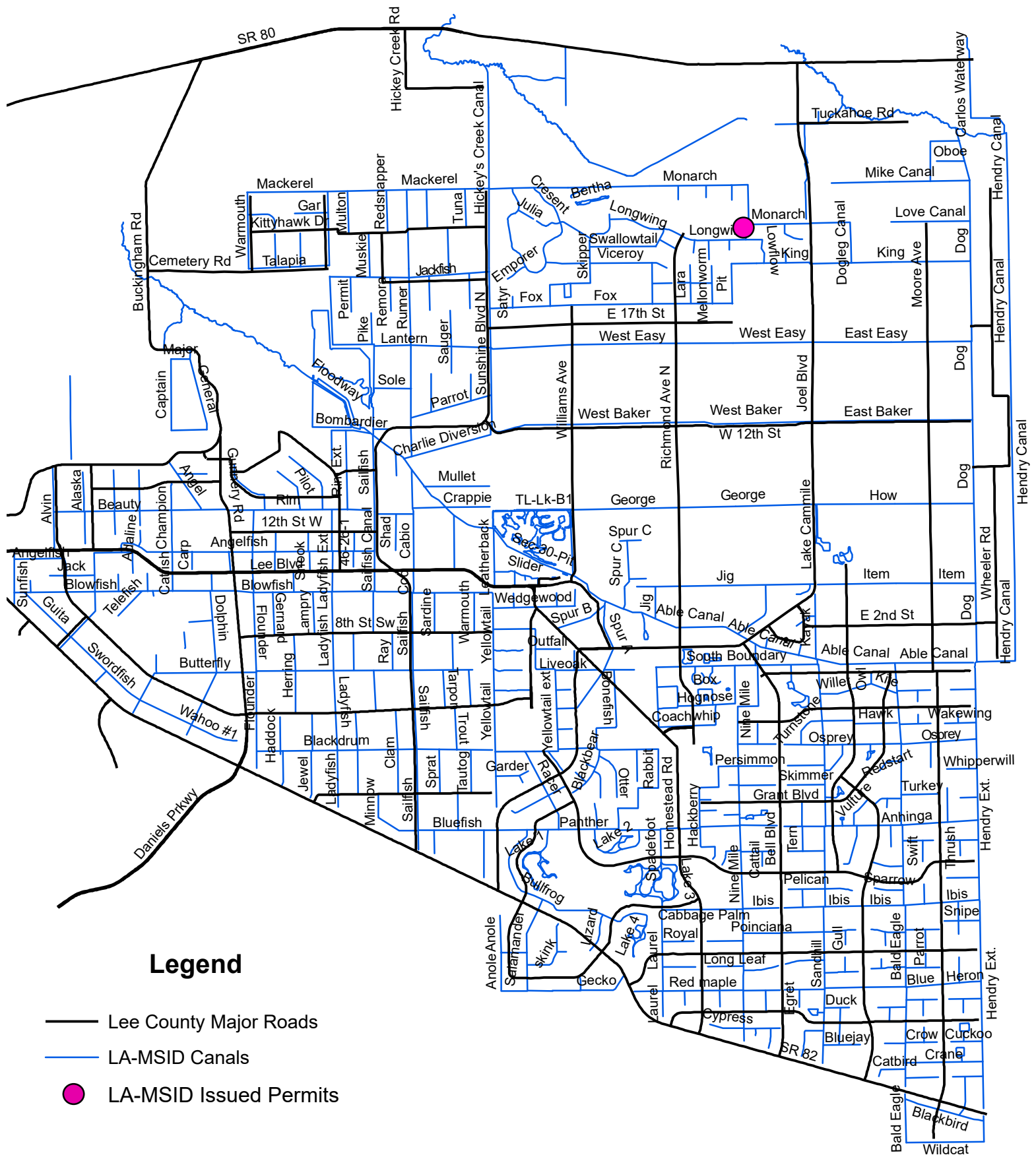
ACCOUNTING SIGNATURE:

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 # 2026-143



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: PER #26-144, Blackstone LCEC Access Drive (36.25 acres - Industrial Park)

Meeting Date: September 21, 2026

Agenda Item # 2I

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

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

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

Recommended motion: Move to approve Permit #26-144, Blackstone LCEC Access Drive and Industrial Park (36.25 acres), with any listed stipulations.

What the action accomplishes: Allows developer to build an access drive for LCEC develop an industrial park, while certifying on their plans that their stormwater facilities are adequate and able to discharge less than 30 CSM.

Fiscal Impact: Permit Fees: \$2,900.00

Staff comments: Approved according to the plans submitted August 17, 2026.

Staff review and recommended approval:

☒ **MANAGER** ☐ **DIRECTOR OF OPERATIONS**
☐ **ATTORNEY** ☐ **FIELD SUPERINTENDENT**
☒ **ENGINEER** ☒ **CONTROLLER**

Board Action:

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

LEHIGH ACRES - MUNICIPAL SERVICES IMPROVEMENT DISTRICT PERMIT

THIS PERMIT is granted this 21st day of September, 2026, by Lehigh Acres Municipal Services Improvement District (hereinafter referred to as “DISTRICT”), 601 East County Lane, Lehigh Acres, Florida 33936, to MCIN Bell, LLC, 12320 ITEC Park Drive, Fort Myers, FL 33913, hereinafter referred to as the “Permittee”) as a non-exclusive permit for a proposed LCEC access road and Industrial Park on 36.25 acres located at 300 Blackstone Drive, with an on-site storm water management system and outfall to Gecko Canal (57-20-3), 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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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.
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attached hereto, this Permit shall continue in full force and effect so long as Permittee complies with the terms of this Permit.

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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. 26-144

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 #26-144 is approved according to the plans and calculations submitted August 17th, 2026.
- 2). Maintenance of the entire master on-site storm water management system and lakes are the responsibility of the Permittee.
- 3). Any disturbed canal right-of-way must be restored with sod and maintained until fully established. Seeding will not be permitted.
- 4). An “As-Built” survey showing the completed improvements (including perimeter berm, pipe inverts, finished floor elevations and all drainage structure elevations) must be submitted to Lehigh Acres - MSID within 30 days following completion of the improvements.
- 5). Each development parcel will need to submit their site plans and drainage calculations for individual drainage permits from LAMSID, in compliance with the overall master plan being approved under this permit.
- 6). Permittee shall obtain any other permits required by EPA, FDEP, SFWMD, FDOT and Lee County prior to starting construction and submit a copy to LA-MSID.

EXHIBIT 4C

PART I



DATE SUBMITTED:

08 - 17 - 26

PERMIT #:

26 - 144

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: Atwell, LLC

PHONE #: (239) 939-5490

PROJECT NAME: Blackstone Corporate Park - LCEC Access Road

TOTAL
ACREAGE:

36.25 Acres

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

Mailing Address: 300 Blackstone Drive

City: Fort Myers

State: Florida

Zip: 33913

STRAP NUMBERS (attach additional sheet if necessary):

2	0	-	4	5	-	2	7	-	7	1	-	0	0	0	5	0	-	0	0	0	0
2	0	-	4	5	-	2	7	-	0	0	-	0	0	0	0	0	-	0	0	1	0
		-			-			-			-						-				
		-			-			-			-						-				
		-			-			-			-						-				

Brief description of proposed project:

Application for:

LCEC Access Drive and onsite retention within Phase 1 of master industrial system which will support future industrial buildout. At this time only Phase 1 is proposed for construct and operate.

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

Estimated # of Phases:	2
*Permit Fee:	\$2,900.00 (to be verified by staff)

\$2,500.00 for between 20 and 40 acres plus \$400.00 for outfall to canal

* 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 01/20/2021

1

RECEIVED

AUG 17 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

4E-A-1

PART II**OWNER/APPLICANT/ DEVELOPER
INFORMATION****A.**

Name of Applicant		MCIN Bell, LLC			
Mailing Address:		Street:	12320 ITEC Park Drive		
City:	Fort Myers	State:	Florida	Zip:	33913
Phone No.	Area Code:	239	Number:	454 -4999	Ext.
Fax No.	Area Code:		Number:	-	
E-mail Address:		ron@ingeandassociates.com			

B. Relationship of applicant to property*:☒ Owner* ☐ Trustee* ☐ Option holder* ☐ Lessee*☐ Contract Purchaser* ☐ Other (indicate)* _____**C.**

Name of Developer:					
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):		Rachel Tracey, P.E. - Atwell, LLC			
Mailing Address:		Street:	10511 Six Mile Cypress Pkwy, Suite 101		
City:	Fort Myers	State:	Florida	Zip:	33966
Phone No.	Area Code:	(239)	Number:	939 - 5490	Ext.
Fax No.	Area Code:	()	Number:	-	
E-mail Address:		rtracey@atwell.com			

E.

Name of Property Owner:		Same as Applicant			
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

ADDITIONAL STRAP NUMBERS:
20-45-27-00-00000.0010

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:

2	0	-	4	5	-	2	7	-	7	1	-	0	0	0	5	0	-	0	0	0	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

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
QUENTON B. McNEIL General Trust	50%
RONALD E. JONES REMOVBLE Trust	50%
12320 JTEC PARK DRIVE #405	
1625 MYERS FL 33913	

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

Name and Address	Percentage of Interest

SIGNATURE OF APPLICANT
 Ronald Inge, Manager, MCIN Bell, LLC
 PRINTED OR TYPED NAME OF APPLICANT

 DAWN RUSSELL
Notary Public - State of Florida
Commission # HH 576741
My Comm. Expires Jul 29, 2028
Bonded through National Notary Assn.

SIGNATURE OF NOTARY PUBLIC
Dawn Russell
PRINTED NAME OF NOTARY PUBLIC

4E-A-2

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): <u>3.21</u> (ACRE-FT) Water Quality Volume (Provided): <u>3.29</u> (ACRE-FT) Control Elevation: <u>29.22</u> (FT-NGVD) Minimum Road/Parking Elevation: <u>32.22</u> (FT-NGVD) <i>(above the 10-year, 1-day design storm peak stage elevation)</i> Minimum Perimeter Berm Elevation: <u>33.02</u> (FT-NGVD) <i>(above the 25-year, 3-day design storm peak stage elevation)</i> Minimum Finished Floor Elevation: <u>33.99</u> (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.
N/A	2	Copy of approved SWFMD permit , for all sites required to get a permit, or FDEP "10/2 Self-Certification" approval.
2	1	Check for appropriate Permit Fees made out to LA-MSID.

PART V

PROFESSIONAL CONSULTANT FORM

ATTORNEY

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

ENGINEER

Name:	Rachel Tracey, P.E., Atwell, LLC					
Mailing Address:	10511 Six Mile Cypress Pkwy., Suite 101					
City:	Fort Myers	State:	Florida	Zip:	33966	
Business No.	Area Code:	(239)	Number:	939-5490	Ext.	
Other Contact:						

OTHER REPRESENTATIVE/PROFESSIONAL

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

Megan Knight

From: Rachel Tracey
Sent: Tuesday, January 27, 2026 6:41 AM
To: Megan Knight
Subject: FW: Blackstone: LCEC Drive
Attachments: LCEC Plan_Notes - APVD.pdf

Please save email and attached as approval to LCEC road for blackstone

Rachel Tracey, P.E.
Senior Project Engineer
ATWELL, LLC
239.939.5490 Office
239.898.2984 Mobile

From: Jai Bommala <Jai.Bommala@lcec.net>
Sent: Friday, January 23, 2026 8:41 AM
To: Rachel Tracey <rtracey@atwell.com>; James Palmer <James.Palmer@lcec.net>
Cc: Dan Moyer <dmoyer@castoinfo.com>; Brent Addison <baddison@atwell.com>; Ronald Inge <ron@ingeandassociates.com>; Andrew (Drew) Fitzgerald <andrew.fitzgerald@respec.com>
Subject: RE: Blackstone: LCEC Drive

Rachel,

Please see attached approved plans and can we also know the access gate code and if any locks needed



Jai Bommala
Engineer II, Transmission Design
Office: (239) 656-2252
Mobile: (239) 744-7965
Jai.Bommala@lcec.net
www.lcec.net



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From: Rachel Tracey <rtracey@atwell.com>
Sent: Tuesday, January 13, 2026 6:38 AM
To: Bommala, Jai <jai.Bommala@lcec.net>
Cc: Dan Moyer <dmoyer@castoinfo.com>; Brent Addison <baddison@atwell.com>; Ronald Inge <ron@ingeandassociates.com>; Andrew (Drew) Fitzgerald <andrew.fitzgerald@respec.com>
Subject: RE: Blackstone: LCEC Drive

Good Morning Jai,

I would like to follow up on the below. Thank you in advance for your time and let me know if you have any questions.

Rachel Tracey, P.E.
Senior Project Engineer
ATWELL, LLC
239.939.5490 Office
239.898.2984 Mobile

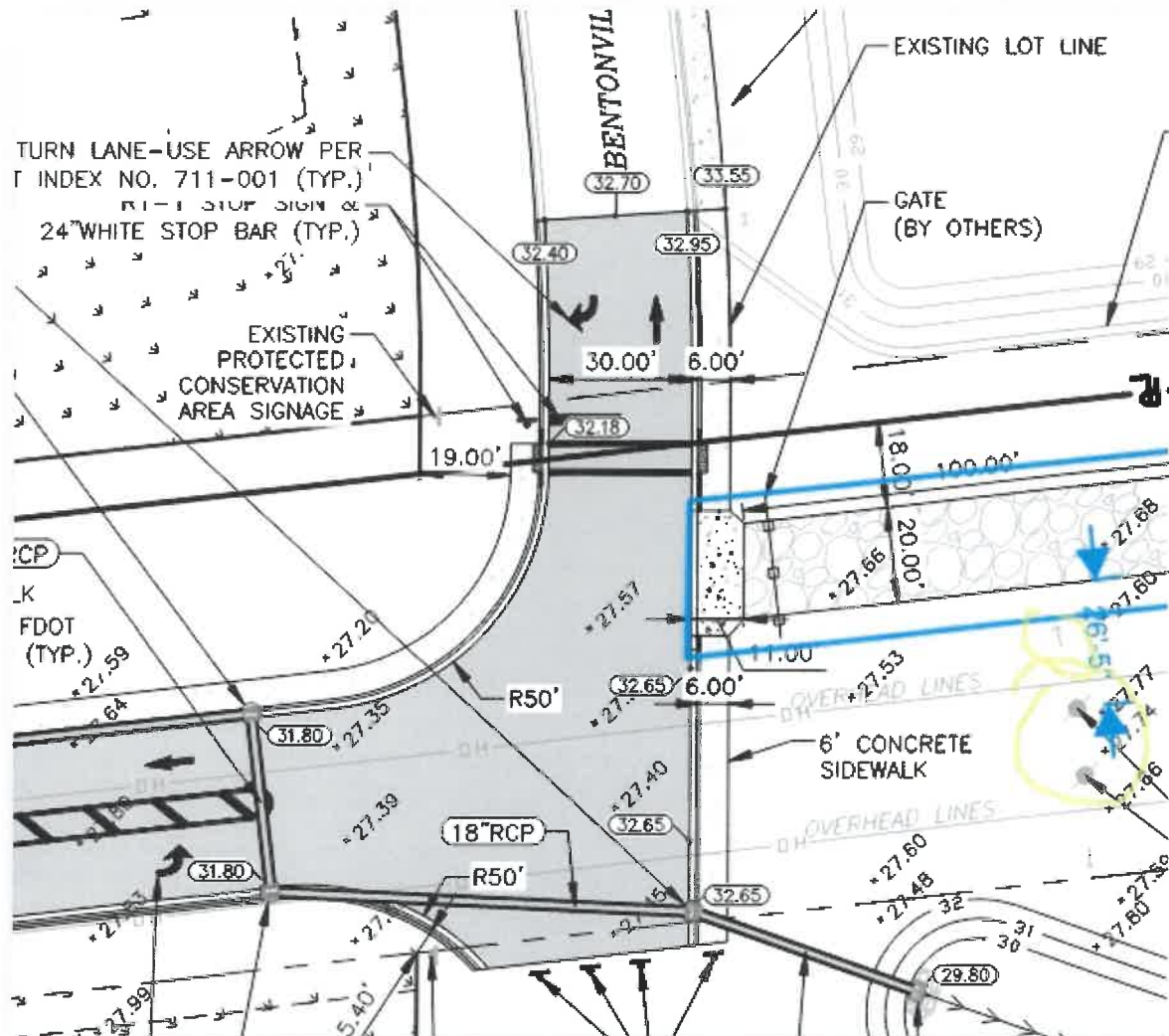
From: Rachel Tracey <rtracey@atwell.com>
Sent: Wednesday, December 31, 2025 7:10 AM
To: Bommala, Jai <jai.Bommala@lcec.net>
Cc: Dan Moyer <dmoyer@castoinfo.com>; Brent Addison <baddison@atwell.com>; Ronald Inge <ron@ingeandassociates.com>; Andrew (Drew) Fitzgerald <andrew.fitzgerald@respec.com>
Subject: RE: Blackstone: LCEC Drive

Good Morning Jai,

Please see attached with a few highlighted items for your review. Notes below.

- Highlighted in blue is the LCEC access drive from the main paved drive down to existing for access. Screenshot below as well. Location to be clear of the existing poles and guy wire while providing access.
- For vertical separation there is 23.55 ft clearance at the tightest point which is where you see the proposed 32.65 FT-NAVD grade shots. The remainder will provide more vertical clearance to the overhead lines.
 - Clearance calculation assumes the largest vehicle on the drive is 13.5 ft high, further breakdown in second screenshot below and note on the bottom right corner of the attached. Survey provided from existing grade the overhead lines are approximately 42 feet above natural grade.

Please let me know if this covers the request. Thank you.



NOTE:

MAXIMUM PAVEMENT GRADE IN LCEC DRIVE 32.65 FT-NAVD.
 ASSUMING MAXIMUM HEIGHT OF VEHICLE AT 13.5 FT ABOVE ROAD IS 46.15 FT-NAVD.
 ASSUMING NATURAL GRADE OF 27.7 FT-NAVD PLUS 42 FT IS 69.70 FT-NAVD.
 VEHICLE CLEARANCE TO OVERHEAD POWER LINES IS APPROXIMATELY 23.55 FT-NAVD.

Rachel Tracey, P.E.
Senior Project Engineer
ATWELL, LLC
239.939.5490 Office
239.898.2984 Mobile

From: Bommala, Jai <Jai.Bommala@lcec.net>
Sent: Tuesday, December 23, 2025 9:42 AM
To: Rachel Tracey <rtracey@atwell.com>
Cc: Dan Moyer <dmoyer@castoinfo.com>; Brent Addison <baddison@atwell.com>; Ronald Inge <ron@ingeandassociates.com>; Andrew (Drew) Fitzgerald <andrew.fitzgerald@respec.com>
Subject: FW: Blackstone: LCEC Drive

Rachel,

Please see attached and let me know when it is revised

Thanks,
Jai

From: Rachel Tracey <rtracey@atwell.com>
Sent: Tuesday, December 23, 2025 6:29 AM
To: Bommala, Jai <Jai.Bommala@lcec.net>; Sousa, Steve <Steve.Sousa@lcec.net>
Cc: Dan Moyer <dmoyer@castoinfo.com>; Brent Addison <baddison@atwell.com>; Ronald Inge <ron@ingeandassociates.com>; Andrew (Drew) Fitzgerald <andrew.fitzgerald@respec.com>
Subject: RE: Blackstone: LCEC Drive

Good Morning Jai,

Attached is Lee County property appraiser for the site. It is Lee County STRAP Number 20-45-27-00-00000.0010. The location is generally near SR 82 and Blackstone Drive in Lehigh Acres.

Please let me know if you need anything else. Thank you!

Rachel Tracey, P.E.
Senior Project Engineer
ATWELL, LLC
239.939.5490 Office
239.898.2984 Mobile

From: Bommala, Jai <Jai.Bommala@lcec.net>
Sent: Monday, December 22, 2025 4:03 PM
To: Rachel Tracey <rtracey@atwell.com>; Sousa, Steve <Steve.Sousa@lcec.net>
Cc: Dan Moyer <dmoyer@castoinfo.com>; Brent Addison <baddison@atwell.com>; Ronald Inge

<ron@ingeandassociates.com>; Andrew (Drew) Fitzgerald <andrew.fitzgerald@respec.com>

Subject: RE: Blackstone: LCEC Drive

Hi Rachel,

Can I get address of the Site or Parcel

Thank you,
Jaisheelraj Bommala
Transmission Line Engineer
C 239-744-7965
Jai.Bommala@lcec.net



From: Rachel Tracey <rtracey@atwell.com>

Sent: Monday, December 22, 2025 6:47 AM

To: Bommala, Jai <Jai.Bommala@lcec.net>; Sousa, Steve <Steve.Sousa@lcec.net>

Cc: Dan Moyer <dmoyer@castoinfo.com>; Brent Addison <baddison@atwell.com>; Ronald Inge <ron@ingeandassociates.com>; Andrew (Drew) Fitzgerald <andrew.fitzgerald@respec.com>

Subject: RE: Blackstone: LCEC Drive

Good Morning Jai and Steve,

I wanted to ensure you received the attached and if you have any questions please let me know.
Thank you for the coordination.

Rachel Tracey, P.E.
Senior Project Engineer
ATWELL, LLC
239.939.5490 Office
239.898.2984 Mobile

From: Rachel Tracey

Sent: Wednesday, December 17, 2025 12:05 PM

To: Bommala, Jai <Jai.Bommala@lcec.net>; Sousa, Steve <Steve.Sousa@lcec.net>

Cc: Dan Moyer <dmoyer@castoinfo.com>; Brent Addison <baddison@atwell.com>; Ronald Inge <ron@ingeandassociates.com>; Andrew (Drew) Fitzgerald <andrew.fitzgerald@respec.com>

Subject: Blackstone: LCEC Drive

Good Afternoon Jai,

Please see attached proposed plan for the drive at Blackstone in the LCEC area that we previously had discussions on. If you have any questions or would like to set up a call to review please let me know.

Looking to get the approval from LCEC to continue coordination with other agencies. Thank you and have a great day.

Rachel Tracey, P.E.

Senior Project Engineer

ATWELL, LLC

239.939.5490 Office

239.898.2984 Mobile

10511 Six Mile Cypress Pkwy | Ste. 101 | Fort Myers, FL 33966

www.atwell.com (-> urldefense.com) (-> urldefense.com) (-> urldefense.com)

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THIS INSTRUMENT PREPARED BY:

Edward P. Canterbury, Esq.

P.O. Box 280

Fort Myers, FL 33902-0280

HFSH File #1099.82

Parcel ID# - 20-45-27-00-00000.0010; 20-45-27-72-00051.0000; 20-45-27-71-00050.0000; 20-45-27-63-00239.0090; 20-45-27-63-00239.0100

SPECIAL WARRANTY DEED

This Special Warranty Deed, made this 4th day of ~~September~~^{October}, 2022, between **Sharon H. Thompson, Individually and as Successor Trustee of The Daniel R. Harper Revocable Trust dated July 13, 1990, as amended and restated September 16, 1996, as amended April 14, 1998, October 30, 2000, February 24, 2004, July 20, 2004, November 17, 2004 and June 24, 2009, and Beverly H. McNew and Ronald E. Inge, Individually and as Successor Trustees of The Quinton B. McNew Revocable Trust dated March 29, 1995, as amended March 6, 1996, April 14, 1998, November 17, 2004 and April 20, 2010**, whose address is 5571 Halifax Avenue, Fort Myers, FL 33912 (hereinafter collectively referred to as "Grantor") and **MCIN Bell, LLC, a Florida limited liability company**, whose address is 5571 Halifax Avenue, Fort Myers, FL 33912 (hereinafter referred to as "Grantee").

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

PARCEL I:

A Tract or Parcel of land lying in Section 20, Township 45 South, Range 27 East, Lee County, Florida, said Tract or parcel being a portion of lands described in Deed recorded in Official Records Book 3891, Page 2126, Lee County records being more particularly described as follows:

Beginning at the Northerly most corner of Parcel 50, Unit 71, Mirror Lakes as recorded in Plat Book 27, Pages 83 through 160, Lee County records run N 40° 01' 58" East along the Easterly right of way line of Blackstone Drive (Grant Blvd per plat) for 100.63 feet to an intersection with the Northeasterly line of a Lee County Electric Cooperative, Inc. Easement as described in Deed recorded in Official Records Book 475, Page 32, Lee County records; thence run S 56° 22' 28" E along said Northeasterly line for 2179.56 feet to the Southerly most corner of Parcel 51, Unit 73 of said Mirror Lakes subdivision, said point being the beginning of a curve; thence run Southwesterly along the arc of a curve to the right of radius 87.40 feet (delta 57° 16' 10") (chord bearing S 60° 56' 48" W) (chord 83.77 feet) for 87.37 feet to a point of tangency; thence run S 89° 34' 53" W 45.69 feet to an intersection with the Southwesterly line of said Easement; thence run N 56° 22' 28" W along said Southwesterly line for 2114.48 feet to the Point of Beginning

PARCEL II:

Parcel 51, Units 72 and 73 of MIRROR LAKES, Sections 19 and 20, Township 45 South, Range 27 East, Lehigh Acres, according to the plat thereof recorded in Plat Book 27, Pages 159 and 160, Public Records of Lee County, Florida.

PARCEL III:

Parcel 50, Units 71 and 73 of MIRROR LAKES, Sections 19 and 20, Township 45 South, Range 27 East, Lehigh Acres, according to the plat thereof recorded in Plat Book 27, Pages 158 and 160, Public Records of Lee County, Florida.

PARCEL IV:

Lot 9, Block 239, Unit 63, MIRROR LAKES, Section 20, Township 45 South, Range 27 East, Lehigh Acres, according to the plat thereof recorded in Plat Book 27, Page 150, Public Records of Lee County, Florida.

PARCEL V:

Lot 10, Block 239, Unit 63, MIRROR LAKES, Section 20, Township 45 South, Range 27 East, Lehigh Acres, according to the plat thereof recorded in Plat Book 27, Page 150, Public Records of Lee County, Florida.

Subject to taxes for 2022 and subsequent years; and covenants, conditions, easements, reservations and restrictions of record, if any, however nothing herein shall be deemed to reimpose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

Grantor warrants that the subject property is not the homestead property of Grantor nor is it contiguous to the homestead property of Grantor.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Grantor has hereunto caused this Special Warranty Deed to be properly executed as of the day and year first written above.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness
Sandra Deakery
(Type/Print Name of Witness)

By: [Signature]
SHARON H. THOMPSON,
Individually and as Successor Trustee
of the Daniel R. Harper Revocable
Trust dated July 13, 1990, as amended

Lorena M Snell
Witness
Lorena M Snell
(Type/Print Name of Witness)

STATE OF FLORIDA

COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of September, 2022, by Sharon H. Thompson, Individually and as Successor Trustee of the Daniel R. Harper Revocable Trust dated July 13, 1990, as amended, who ☐ is personally known to me or ☒ produced FL DL as identification.

My Commission Expires:



Lorena M Snell
Notary Public

Lorena M Snell
Print/Type Name of Notary

Commission No. _____

Alexis G. Amato

Witness

Alexis G. Amato

(Type/Print Name of Witness)

By: Beverly H. McNew

BEVERLY H. McNEW,
Individually and as Successor Co-
Trustee of the Quinton B. McNew
Trust dated March 29, 1995, as
amended

Lorena M Snell

Witness

Lorena M Snell

(Type/Print Name of Witness)

STATE OF FLORIDA

COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of ~~September~~^{October}, 2022, by Beverly H. McNew, Individually and as Successor Co-Trustee of the Quinton B. McNew Trust dated March 29, 1995, as amended, who ☐ is personally known to me or ☐ produced FL DL as identification.

My Commission Expires:

Lorena M Snell

Notary Public

Lorena M Snell

Print/Type Name of Notary

Commission No. _____



Alexis G. Arrieta

Witness

Alexis G. Arrieta

(Type/Print Name of Witness)

By: 

RONALD E. INGE,

Individually and as Successor Co-Trustee of the Quinton B. McNew Trust dated March 29, 1995, as amended

Lorena M Snell

Witness

Lorena M Snell

(Type/Print Name of Witness)

STATE OF FLORIDA

COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of ^{October}~~September~~, 2022, by Ronald E. Inge, Individually and as Successor Co-Trustee of the Quinton B. McNew Trust dated March 29, 1995, as amended, who ☐ is personally known to me or ☐ produced FL DL as identification.

My Commission Expires:



Lorena M Snell

Notary Public

Lorena M Snell

Print/Type Name of Notary

Commission No. _____

#2514602



August 14, 2026

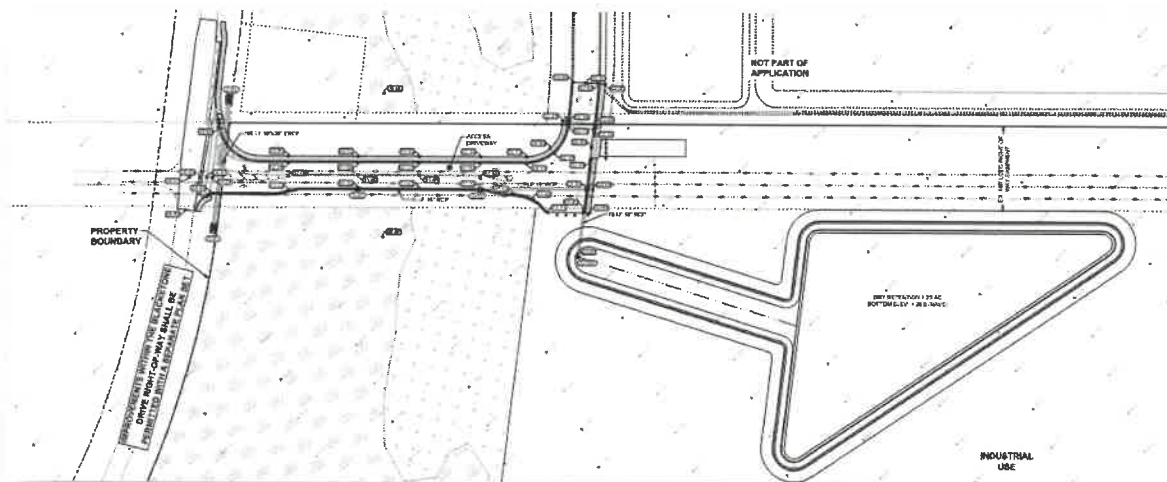
Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, Florida 33936

Reference: **Blackstone Corporate Park – LCEC Access Drive
LAMSID Application for a Permit**

To Whom It May Concern,

This project proposes construction of an access road and associated on site retention on parcels with STRAP 20-45-27-00-00000.0010 and 20-45-27-71-00050.0000. The parcels are owned by MCIN Bell LLC and this project is Phase 1 of a larger master system for the Industrial Side of Blackstone. The enclosed plans and calculations show phase 1 as well as the full buildout of backbone infrastructure for future industrial buildout. This project is south of the Blackstone Corporate Park Commercial Project.

The access drive is within an LCEC easement and enclosed is approval from LCEC for the work. The drive includes a connection to the Blackstone Commercial drive for ingress/egress. There is a concurrent Limited Review Development Order (LDO) in with Lee County. Phase 1 is enclosed on Sheet 7 of the SFWMD plans and the full buildout is enclosed on Sheet 6 which includes buildout of future industrial parcels. An ERP is concurrent with this application to SFWMD. This site is grandfathered from the new rules with SFWMD (on old rules with SFWMD) as this is a minor modification to an existing ERP.



Attached please find the following items being submitted for review:

One (1) of each of the following items is included with this submittal:

1. Check in the amount of \$2,900.00 for the Application Fee (\$2,500.00 for 20 to 40 acres plus \$400.00 for outfall pipe)
2. CD with PDF and AutoCAD file of Engineering Plans

Two (2) copies of the following items are included with this submittal:

1. Stormwater Management Report
2. Engineering Plans
3. Permit Application
 - a. Disclosure of Owner Form
 - b. Professional Consultant Form
3. Copy of FDEP NOI Application
4. LCEC Approval Email
5. Copy of Warranty Deed

RECEIVED

AUG 17 2026

LEHIGH ACRES
MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

10511 Six Mile Cypress Parkway, Fort Myers, FL 33966 | 239-939-5490
www.atwell.com



If you have any questions regarding this submittal, please feel free to contact me at our Fort Myers office.

Sincerely,
ATWELL, LLC

A handwritten signature in black ink, appearing to read "Rachel Tracey".

Rachel Tracey, P.E.
Project Manager
rtracey@atwell.com

Cc: Megan Knight, mknight@atwell.com

Ent	Acct No	Invoice	Date	Special Handling	Reference	Deposit Codes	Net
755008	16601	CR017122BK26	8/12/2026		LCEC LAMSID PERMIT		2,900.00
Permit #26-144 RECEIVED AUG 17 2026 LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT							
Payor: CNL FORT MYERS BLACKSTONE, LLC				Vendor ID	Date	Check No.	Check Amount
Payee: LEHIGH ACRES MUNICIPAL SERVICES				601008	8/12/2026	000059	2,900.00

Retain this statement for your records

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CNL FORT MYERS BLACKSTONE, LLC
250 CIVIC CENTER DRIVE, SUITE 500
COLUMBUS, OH 43215

THE HUNTINGTON NATIONAL BANK
41 South High Street (HC0840)
Columbus, OH 43287

25-2
440

Date	Check No.	Check Amount
8/12/2026	000059	2,900.00

Two Thousand Nine Hundred AND 00/100 Dollars

Pay to the order of:

VOID IF NOT CASHED WITHIN 90 DAYS WITHIN DATE OF ISSUE

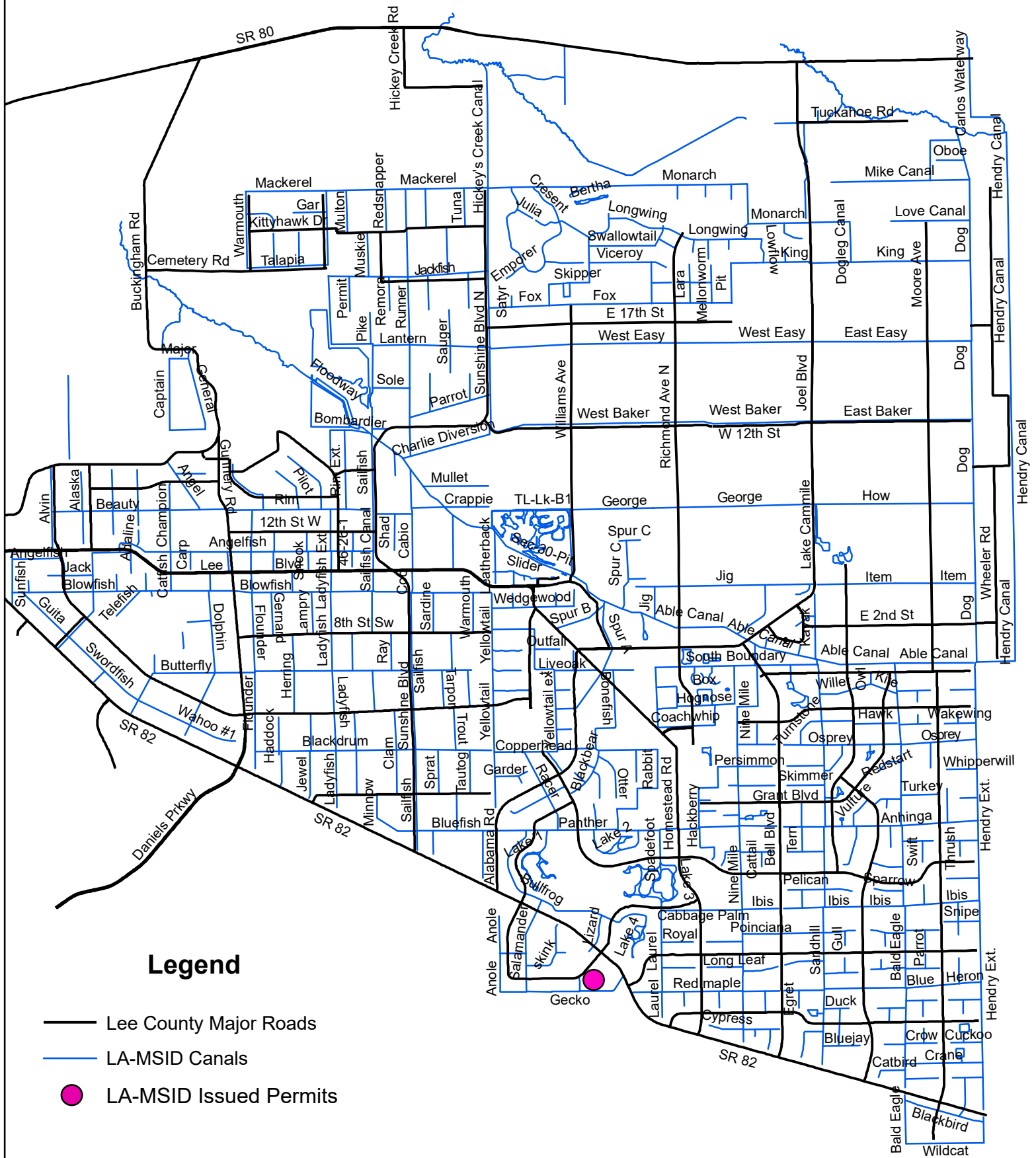
LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT
601 EAST COUNTY LANE
LEHIGH ACRES, FL 33936

John D. Carr

⑈000059⑈ ⑆044000024⑆

01894305143⑈

Permit # 2026-144



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: FDEP Grant Agreement Leeland Bottomless Lake

Meeting Date: September 21, 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 state appropriation grant agreement with Florida Department of Environmental Protection for the development of the interpretive center, trails, etc.

2 What the action accomplishes: Provides for the initial project to get the Leeland Bottomless Lake Park project off the ground and will go a long way toward its completion.

3 Fiscal Impact: \$2.2 Million.

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER ☒ DIRECTOR OF OPERATIONS
☐ ATTORNEY ☐ FIELD DIRECTOR
☐ ENGINEER ☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: FDEP Grant Agreement RISE

Meeting Date: September 21, 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 state appropriation grant agreement with Florida Department of Environmental Protection for the development of the RISE Project.

2 What the action accomplishes: The RISE Project will rebuild two of our oldest weirs in our system, one at Buckingham Park and one at Hendry Extension Canal. It will retrofit two other weirs and repair a detached weir in SW Lehigh.

3 Fiscal Impact: \$3,554,000

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER ☒ DIRECTOR OF OPERATIONS
☐ ATTORNEY ☒ FIELD DIRECTOR
☒ ENGINEER ☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: P. O. # 1315, AIM Engineering Contract RISE

Meeting Date: September 21, 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 P. O. # 1315, AIM Engineering Contract for the RISE Project for a total of \$445,900.75.

2 What the action accomplishes: Provides for all engineering aspects for LA-MSID's RISE project. That includes: design services, post design services and construction phase services.

3 Fiscal Impact: \$445,900.75

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER ☒ DIRECTOR OF OPERATIONS
☐ ATTORNEY ☒ FIELD DIRECTOR
☐ ENGINEER ☒ FINANCE DIRECTOR

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

Lehigh Acres Municipal Services Improvement District601 East County Lane
Lehigh Acres, FL 33936

239-368-0044

**PURCHASE ORDER
1315****IMPORTANT NOTICE TO VENDORS: YOU ARE RESPONSIBLE FOR THE FOLLOWING**

1. Mail invoices to 601 East County Lane, Lehigh Acres, FL 33936 2. The purchase order number above must appear on all invoices, shipping papers, packages and correspondence 3. Invoice each Purchase Order separately 4. Substitutions, changes, and prices other than specified below must be authorized in writing by LA-MSID. 5. Do not ship freight collect. 6. Cancel all back orders if not shipped within 60 days after initial shipment.

ISSUED TO: AIM Engineering & Surveying, Inc.
2161 Fowler St
Suite 100
Fort Myers, FL 33901**SHIP TO:** Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936**DATE**
9/21/2026**REQ. NO.****REQUESTED BY****DEPARTMENT:**
Stormwater Operations

ITEM	Description	Quantity	Unit Price	U/M	Amount
1	TASK 1–Design Services	327,450.75	1.00	each	327,450.75
2	TASK 2 – Post-Design Services	41,400.00	1.00	each	41,400.00
3	TASK 3 – Construction-Phase Services	77,050.00	1.00	each	77,050.00
4	TASK AUTHORIZATION FOR AIM ENGINEERING & SURVEYING, INC. TO PERFORM PROFESSIONAL CONSULTING SERVICES FOR THE RISE (Resilient Infrastructure for Stormwater & Environment) Attached For Detail.	1.00	0.00	<none>	0.00
					445,900.75
Purchase Order Total					445,900.75

Account Codes**Amounts**

0306-4080-538-3130

445900.75

PURCHASE AUTHORIZED BY:

Approver 1

Date

Approver 2

Date

Finance Director

Date

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Lee County Agreement for Alico Rd. to Sunshine Blvd. Connector and Widening Contract

Meeting Date: September 21, 2026

Agenda Item # 3E

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☐ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve the Lee County Agreement for Alico Rd. to Sunshine Blvd. Connector and Widening Contract, with Lee County Government.

2 What the action accomplishes: Provides the transfer of ownership of generally a 75' wide strip of land along Sunshine Blvd.. From State Road 82 to 1st St. SW., in exchange for 3 new structures, a rebuild of S-SF-1 and system model.

3 Fiscal Impact: Approximately \$6 million.

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER ☒ DIRECTOR OF OPERATIONS
☒ ATTORNEY ☐ FIELD SUPERINTENDENT
☒ ENGINEER ☒ CONTROLLER

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

**INTERLOCAL AGREEMENT FOR SUNSHINE WIDENING PROJECT BETWEEN
LEE COUNTY AND LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT
DISTRICT**

This Interlocal Agreement ("Agreement") is entered into this ____ day of _____, 20__, by and between Lee County, a political subdivision and charter county of the State of Florida ("County"), and Lehigh Acres Municipal Services Improvement District, an independent special district organized under the laws of the State of Florida ("District"). Collectively, the foregoing may be referred to as the "Parties."

WHEREAS, both the County and the District are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and,

WHEREAS, as part of the overall Alico Road Extension and Sunshine Boulevard Widening project, Lee County intends to develop certain property designated as Right of Way needed for Sunshine Boulevard Widening (hereinafter referred to as the "Property"); and

WHEREAS, the District currently owns the Property needed for the County's Sunshine Boulevard Widening Project ("Widening Project"); and

WHEREAS, in addition to requiring fee simple title to the Property, the County needs additional Drainage Easements ("Drainage Easements") in order to develop the Widening Project; and

WHEREAS, rather than the County outright purchasing the Property and the Drainage Easements from the District, the Parties desire to have the County construct certain drainage related projects for the benefit of the District in exchange for fee simple title to the Property and the Drainage Easements; and

WHEREAS, the Parties have agreed to the exchange of certain projects in exchange for the Property and Drainage Easements from State Road 82 to 1st Street West; and

WHEREAS, the Parties are continuing to work cooperatively on developing other projects in exchange for the Property and Drainage Easements needed from 1st Street West to 75th Street West which are intended to be the subject of a future agreement separate and apart from this Agreement; and

WHEREAS, the Parties have agreed to work cooperatively through the design, construction and operational phases of the Widening Project to adjust the right-of-way and alignment as necessary to meet the County's objective while protecting the function of the District's stormwater system; and

WHEREAS, the Parties have agreed on the valuation of the Property and the Drainage Easements through this Agreement; and

WHEREAS, the Parties have agreed on the valuation of a number of proposed drainage related projects (“Projects”) through this Agreement, listed in Exhibit “A”; and

WHEREAS, the Parties have agreed that the value of the Property and Drainage Easements is equal to the value of the completed Projects listed in Exhibit “A.”

WHEREAS, the District will convey all Property and Drainage Easements to the County upon approval of this Agreement; and

WHEREAS, the County and the District find that entering into this Interlocal Agreement serves a public purpose and is to the public’s benefit.

NOW THEREFORE, for and in consideration of the premises and in reliance on the mutual promises, covenants, undertakings, recitals and other matters contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein.
2. Purpose. It is the purpose and intent of this Agreement to facilitate:
 - a) the joint permitting and County completion of certain drainage related projects that benefit the District, and
 - b) the District’s conveyance of the Property and Drainage Easements necessary for the County’s Widening Project, and
 - c) the offsetting of the costs for the Property and Drainage Easements by the County’s completion of Projects.
3. Widening Project – Defined Segments. The County intends to plan the design, funding, and construction of the Widening Project within the boundaries of the District in three “Segments”. The limits for each of the Segments is defined as:
 - a) Segment 3 – the construction limits of the project delineated by State Road 82 to the south and 23rd Street S.W., to the north.
 - b) Segment 4 – the construction limits of the project delineated by 23rd Street S.W. to the south and Lee Boulevard, to the north.
 - c) Segment 5 - the construction limits of the project delineated by Lee Boulevard to the south and 75th Street West, to the north.
4. Valuation and Conveyance of Property and Granting of Drainage Easements. Within 90 days of the effective date of this Agreement, the District shall convey fee simple title of the Property and will grant certain perpetual drainage easements to the County which are legally described in Exhibits “B” and “C” as prepared by the County. The agreed forms of the easement documentation is attached as Exhibit “D.” The Parties agree that the value of the Property and Drainage Easements is equal to and offset by the value of the completed Projects listed in Exhibit “A.”

5. Right-of-Way Maintenance. Following transfer of the Property, all maintenance, repair, and operation of the Property shall be the sole responsibility of the County, with the exception of any District infrastructure remaining on the Property.

6. Bridge Turnover. At time of transfer of fee simple title of the Property to the County, the District shall also convey to the County, by deed or bill sale, ownership of all bridges as described in Exhibit “A” (Project Need 4), along with any and all easements necessary for same. Following transfer of the bridges, all future maintenance, repair, reconstruction, and operation shall be the sole responsibility of the County.

7. Protection of Existing District Capacity. During development of final design of the Widening Project, County will maintain existing District canal capacity, while providing a 25-foot maintenance path along both sides of the canals. Any necessary expansion, relocation, or reconfiguring of the canals and maintenance paths will be the County’s responsibility, including the acquisition of additional right-of-way to meet this requirement, if necessary. County will collaborate with the District during all construction and operational periods to protect the function of the District’s stormwater system.

8. Final Project Location. County shall collaborate with the District on final design configuration of the Project and any planned reconfiguration to District facilities. Parties agree to make additional adjustments to any fee ownership or easements necessary to effectuate the final right-of-way design and all purposes of this Agreement.

9. Valuation and Completion of Projects. The Parties have agreed to certain Projects as being eligible for the offsetting of the costs of the Property and the Drainage Easements. The Projects are detailed in Exhibit “A.” The Parties agree that the value of the Property and Drainage Easements is equal to the value of the completed Projects listed in Exhibit “A.”

10. Excess Earthen Material from Excavation. All excess spoil material excavated from 1) the Widening Project, 2) from the conveyed Property and Drainage Easements, and 3) along with any material excavated from the afore mentioned Projects (listed on attachment “A”), will belong to the County to dispose of, or use, or may be provided to the District with written authorization from the County.

11. Total Valuation. The total valuation to the District for: a) the conveyance of the Property, b) the granting of the Drainage Easements, and c) loss of storage due to the conveyance of District property and easements and d) the conveyance of spoil from District lands conveyed to the County, shall be equal in value to the value of the completed Projects listed in Exhibit “A.”

12. Construction and Permitting of Projects. The County and the District will design and permit the Projects, listed on Exhibit “A” jointly. As these are joint Projects, both Parties will sign permit applications as co-applicants. Unless this Agreement is Amended, the County will be responsible for and oversee procurement of services and construction of the Projects. The District may inspect the Projects during construction and provide reasonable and justifiable

comments on construction principles, methods and insufficiencies which comments can be conveyed to the contractor for rectification.

13. Reporting. Beginning on the first anniversary of the effective date of this Agreement, County shall provide an accounting of all projects begun or completed, in satisfaction of this Agreement. Reports shall be prepared annually thereafter until the latter of all segments of the roadway projects are completed or until all such compensating projects have been completed.

14. Notice. Notices required under this Agreement shall be sent in writing via U.S. Mail, postage prepaid to:

County at: Transportation Director, Lee County Board of County Commissioners,
1500 Monroe Street, 3rd Floor, Fort Myers, FL 33901

District at: District Manager, Lehigh Acres Municipal Services Improvement District,
601 East County Lane, Lehigh Acres, FL 33936

15. Venue. The parties agree that suits or actions at law arising from the provisions, performance or breach of this Agreement shall initially be brought in Lee County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

16. Authority. By execution of this Agreement, the parties certify that they have authority to make the representations and agreements contained herein.

17. Construction. This Agreement shall be construed as written by both parties and shall not be construed more strictly against either party.

18. Amendment or Termination of Agreement. This Agreement may only be amended or terminated in writing by mutual consent of the Parties or their successors in interest.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be obligatory upon the parties hereto and their respective successors and assigns.

20. Liability. The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided in §768.28 Florida Statutes, as may be revised or amended from time to time.

21. Effective Date. This Agreement will be effective upon the approval and execution by both the County and the District.

IN WITNESS WHEREOF, the District and Lee County have executed this Agreement on the date first above written.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Cecil Pendergrass, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
County Attorney's Office

LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

By: _____
Mike Bonacolta, Chair

ATTEST:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ as _____, for
_____, for and on behalf of whom this instrument was
executed, who is __ personally known to me or who produced _____ as
identification.

Notary Public State of Florida
Typed Name: _____
Commission Expires: _____

List of Exhibits

- A – Drainage Projects List
- B – Drainage Easements to County
- C – Fee Simple Lands to be Conveyed to County
- D – Agreed Form Easement Documentation

Exhibit “A” Drainage Projects List

The Parties have agreed to the exchange of certain projects in exchange for the Property and Drainage Easements from State Road 82 to 1st Street West. The Parties are continuing to work cooperatively on developing other projects in exchange for the Property and Drainage Easement needed from 1st Street West to 75th Street West which are intended to be the subject of a future agreement separate and apart from this Agreement.

The County will complete the following projects in exchange for the Property and Drainage Easements from State Road 82 to 1st Street West:

Project Need 1 – Modeling . A comprehensive modeling project conducted with MIKE SHE/MIKE 11 Hydrological Modeling Software is needed to update the existing Lehigh Acres Model, which has not been updated since 2007. The updated model will provide the data and design criteria necessary to guide the ROW purchase, as well as the design and construction of the stormwater storage mitigation projects:

- The design criteria for the three weirs presented previously to LDOT (outlined in *Project 2*) that will be able to store the additional runoff from the new impervious area created by the Sunshine Boulevard road widening in phase three of the Alico to Sunshine Extension, as designated by Lee County.
- The design criteria for the rebuild of LA-MSID’s Sailfish 1 structure (S-SF-1, outlined in *Project 3*). This rebuild will facilitate the faster movement of stormwater north to Harns Marsh and provide better water quality with top-down weir gates. This project will benefit Phase Three and Phase Four of the Alico to Sunshine Extension, as designated by Lee County.
- This modeling will accurately determine the storage lost and the additional storage needed due to the canal right-of-way purchase and construction of one or all phases of the Alico to Sunshine Extension and Widening project. These determinations will help all parties identify, justify, and understand all of the impacts associated with this massive project.

- The modeling will accurately examine the benefits and feasibility of alternative projects proposed to offset stormwater storage and water quality impacts, make all parties whole, and justify the cost of any needed projects.

Project Need 2 – Design, Permit, and Build three new water control structures.

New water control structures located at Moonfish Canal and 32nd Street SW., Spratt Canal and 32nd Street SW., and Trout Canal and 31st Street SW. are necessary to provide water storage as determined by the increased runoff caused by the road widening from two to four lanes on Sunshine Boulevard. These structures are both north and south of Blackdrum Canal, which is the major east/west canal between 23rd Street SW and SR 82. The design will include concrete culverts leading to concrete boxes, which are fitted with operable, motorized gates controlled by LA-MSID's telemetry network.

Project Need 3 – Design, Permit, and Rebuild of existing LA-MSID structure S-SF-1.

This existing structure was built in 1995 and replaced the original earthen berm and riser pipe structure constructed as part of the original 1950s canal network. To accommodate additional runoff, this structure needs additional capacity (more/larger gates) to provide greater operational control at varying elevations, as determined by the modeling. This rebuild will benefit not only the Alico to Sunshine Connection and Sunshine Widening Phase 3 Project but also future widening segments up to Lee Blvd and then north of Lee Blvd up to approximately 16th St. W.

Project Need 4 - Bridges to Lee County. As part of our agreement, LA-MSID would deed over three (3) existing bridges that are impacted by the ASCAW project so they can be redesigned, widened, reconstructed, operated, maintained, and owned by Lee County. Lee County will take over ownership and future costs associated with the bridges.

- o 23rd Street SW over Sailfish Canal FDOT Bridge No124905,
- o 8th Street SW over Sailfish Canal FDOT Bridge No 124906,
- o Sunshine BLVD S. over Sailfish Canal FDOT Bridge No 124907.

ALICO ROAD PARCEL 302B

LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

DESCRIPTION:

THAT PORTION OF A 200 FOOT WIDE CANAL (SAILFISH CANAL), LABELED AS "RESERVED FOR CANAL", AS SHOWN ON 'A SUBDIVISION OF LEHIGH ACRES' ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 94, 97 & 100, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE ALONG THE EAST LINE OF SAID NORTHEAST 1/4, N 01°14'56" W FOR 1312.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 82 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 1207-101; THENCE CONTINUE ALONG SAID EAST LINE, N 01°14'56" W FOR 112.13 FEET TO THE SOUTHEAST CORNER OF SAID SAILFISH CANAL; THENCE CONTINUE ALONG SAID EAST LINE, AND THE EAST LINE OF SAID SAILFISH CANAL, N 01°14'56" W FOR 269.66 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, S 88°45'04" W FOR 105.22 FEET; THENCE N 52°15'25" W FOR 22.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1095.50 FEET, A CENTRAL ANGLE OF 02°16'28", AND A CHORD BEARING AND DISTANCE OF N 03°37'21" W, 43.48 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT FOR 43.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 11457.00 FEET, A CENTRAL ANGLE OF 03°06'47", AND A CHORD BEARING AND DISTANCE OF N 03°12'11" W, 622.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR 622.48 FEET; THENCE N 01°38'48" W FOR 415.13 FEET; THENCE N 00°38'48" W FOR 5198.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10121.00 FEET, A CENTRAL ANGLE OF 02°21'19", AND A CHORD BEARING AND DISTANCE OF N 01°49'27" W, 416.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT FOR 416.03 FEET; THENCE N 03°00'06" W FOR 1905.37 FEET; THENCE N 09°24'20" E FOR 51.20 FEET; THENCE N 03°00'06" W FOR 247.07 FEET; THENCE N 16°18'58" E FOR 39.26 FEET; THENCE N 01°59'34" W FOR 90.45 FEET; THENCE N 46°59'34" W FOR 36.83 FEET; THENCE N 03°00'06" W FOR 1444.10 FEET; THENCE N 87°00'10" E FOR 141.83 FEET TO THE EAST LINE OF SAID SECTION 2; THENCE ALONG SAID EAST LINE OF SECTION 2, AND ALONG THE EAST LINE OF SAID SAILFISH CANAL, S 02°59'50" E FOR 4210.81 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 2 AND THE NORTHEAST CORNER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF SAID SECTION 11, AND CONTINUING ALONG SAID EAST LINE OF SAILFISH CANAL, S 00°38'54" E FOR 5332.84 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, AND CONTINUING ALONG SAID EAST LINE OF SAILFISH CANAL, S 01°14'56" E FOR 970.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.010 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 BEARING N 01°14'56" W.

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. THIS IS NOT A BOUNDARY SURVEY.



Digitally signed by
Henry G Fichter
Date: 2026.09.04
10:55:27 -04'00'

HENRY G. FICHTER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE. NO. 7453

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

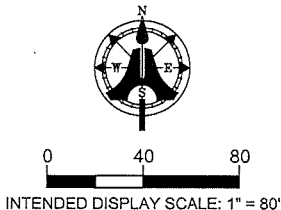
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

DRAWN: JMS 01-30-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 1 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

Exhibit B

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



LEGEND:

BLVD.A. = BOULEVARD
CB = CHORD BEARING
CD = CHORD DISTANCE
COR. = CORNER
(D) = DEED
L = ARC LENGTH
LCEC = LEE COUNTY ELECTRIC
COOPERATIVE, INC.
MISC. = MISCELLANEOUS
(P) = PLAT BOOK 15, PAGES 94,
97 & 100, PUBLIC RECORDS
OF LEE COUNTY, FLORIDA.
PG. = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R = RADIUS
R/W = RIGHT OF WAY
SEC. = SECTION
S.R. = STATE ROAD
S.R.D. = STATE ROAD DEPARTMENT /
FLORIDA DEPARTMENT OF
TRANSPORTATION
ST. = STREET
 Δ = CURVE DELTA ANGLE
= NUMBER

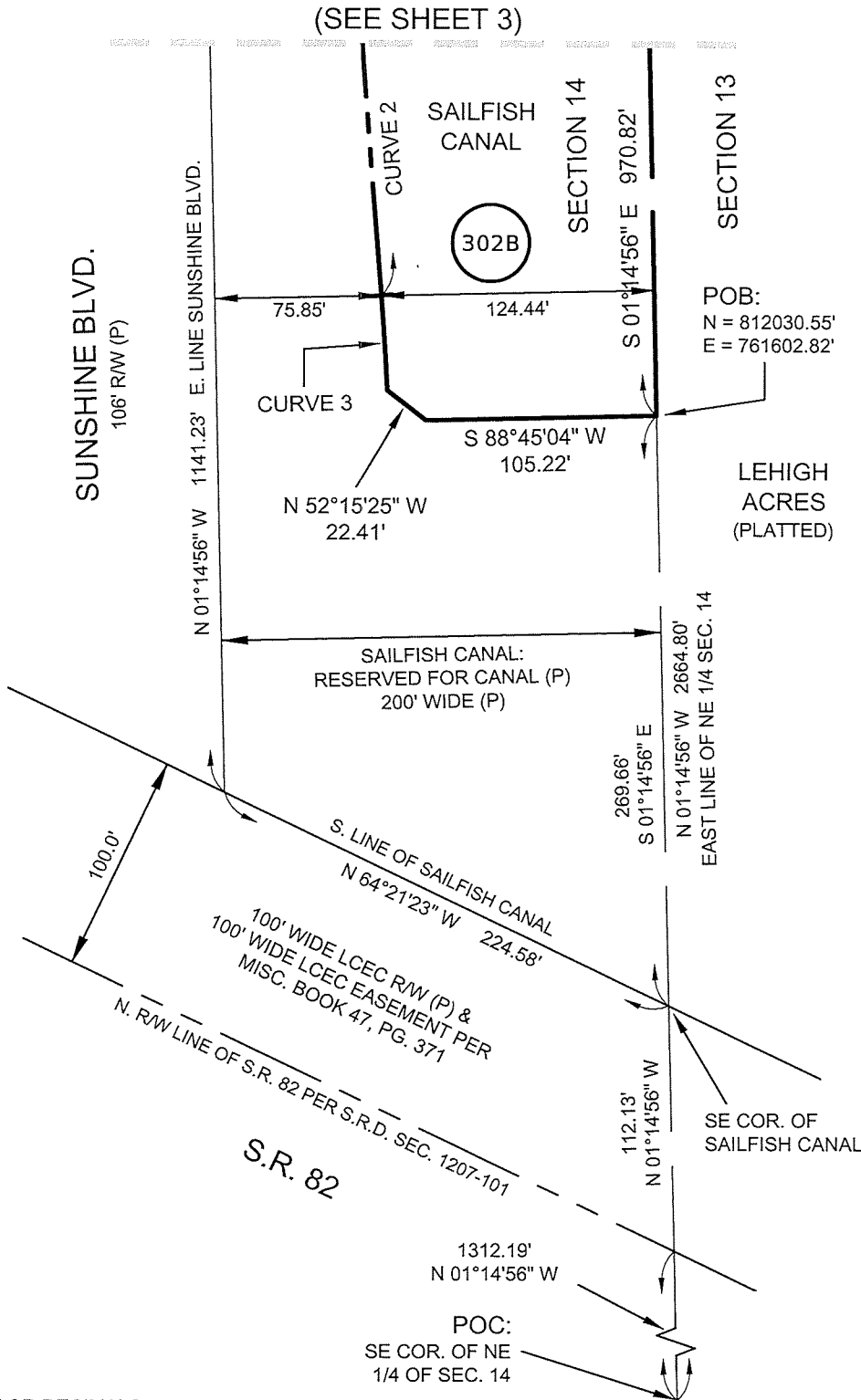
CURVE 2:
L = 622.48'
R = 11457.00'
 Δ = 03°06'47"
CB = N 03°12'11" W
CD = 622.40'

CURVE 3:
L = 43.49'
R = 1095.50'
 Δ = 02°16'28"
CB = N 03°37'21" W
CD = 43.48'

NOTES:

- ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
- NOT VALID WITHOUT ALL 7 SHEETS
- THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE
PLANE COORDINATE SYSTEM, WEST ZONE, NORTH
AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



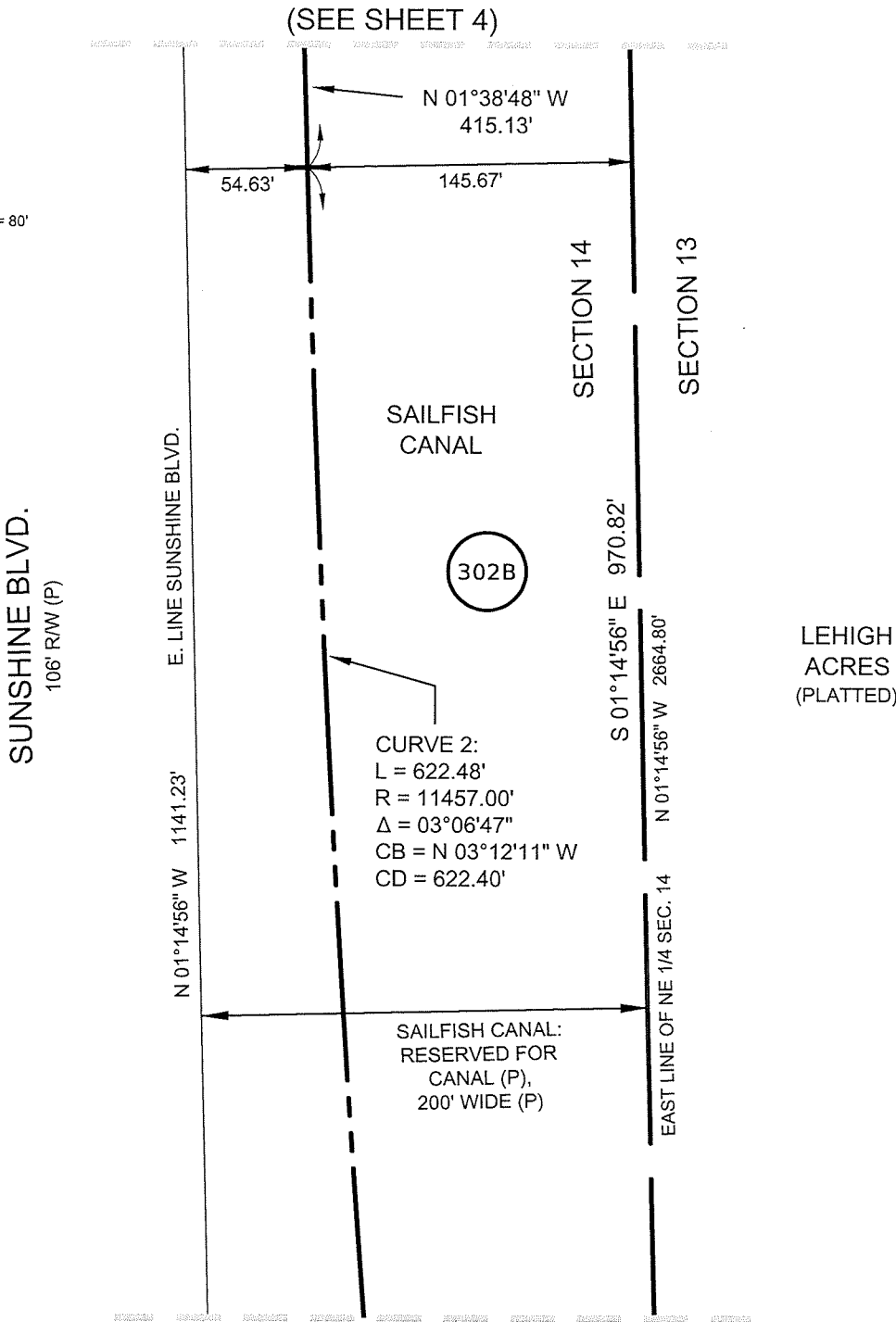
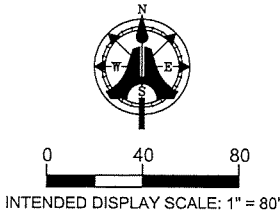
2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

DRAWN: JMS 01-30-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 2 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



NOTES:

- 1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
- 2. NOT VALID WITHOUT ALL 7 SHEETS
- 3. FOR LEGEND SEE SHEET 2
- 4. THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)

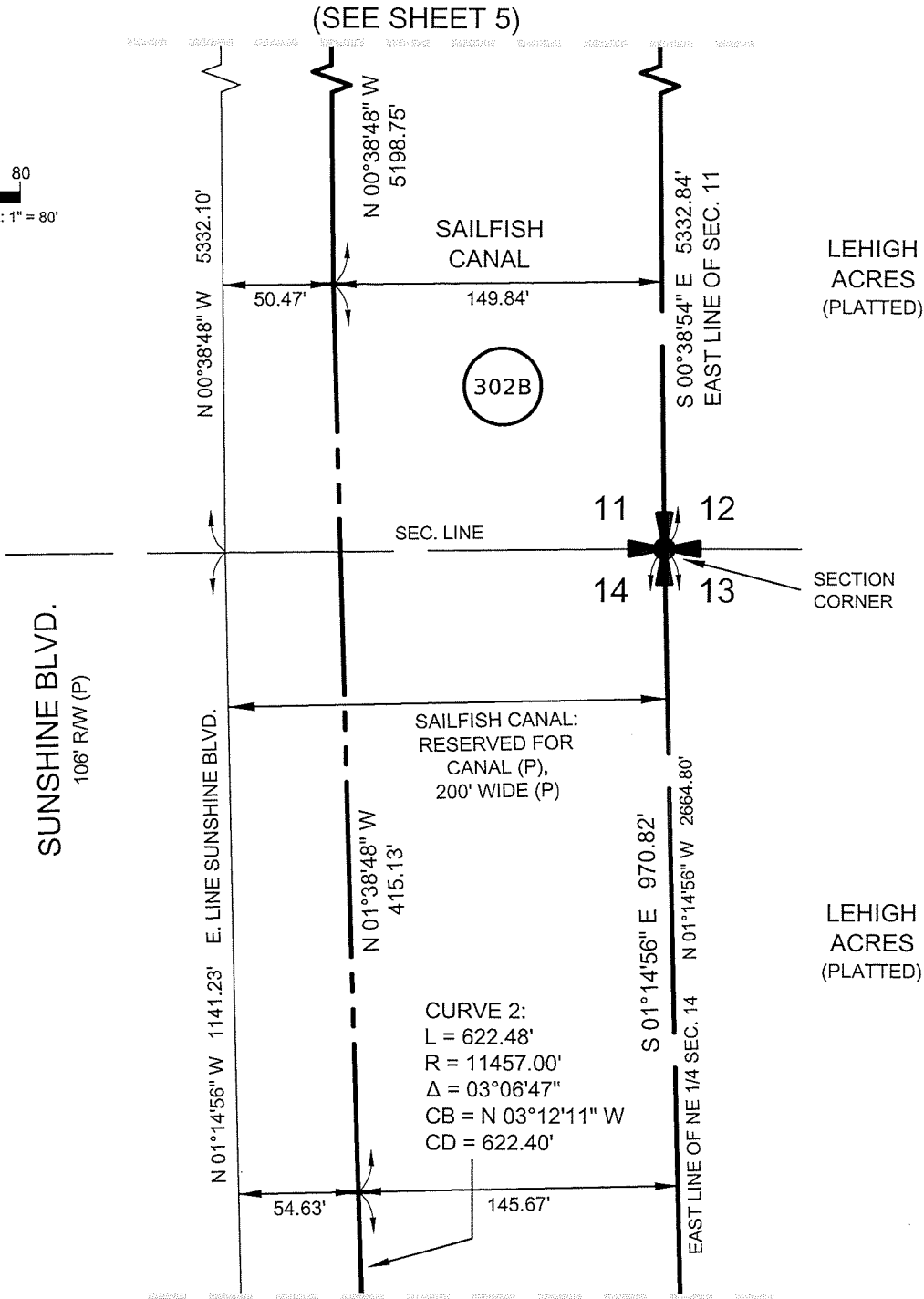
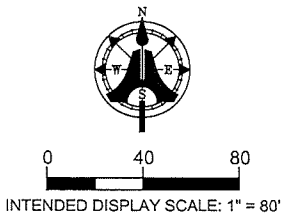


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LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

DRAWN: JMS 01-30-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 3 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH
A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



NOTES:

- 1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
- 2. NOT VALID WITHOUT ALL 7 SHEETS
- 3. FOR LEGEND SEE SHEET 2
- 4. THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



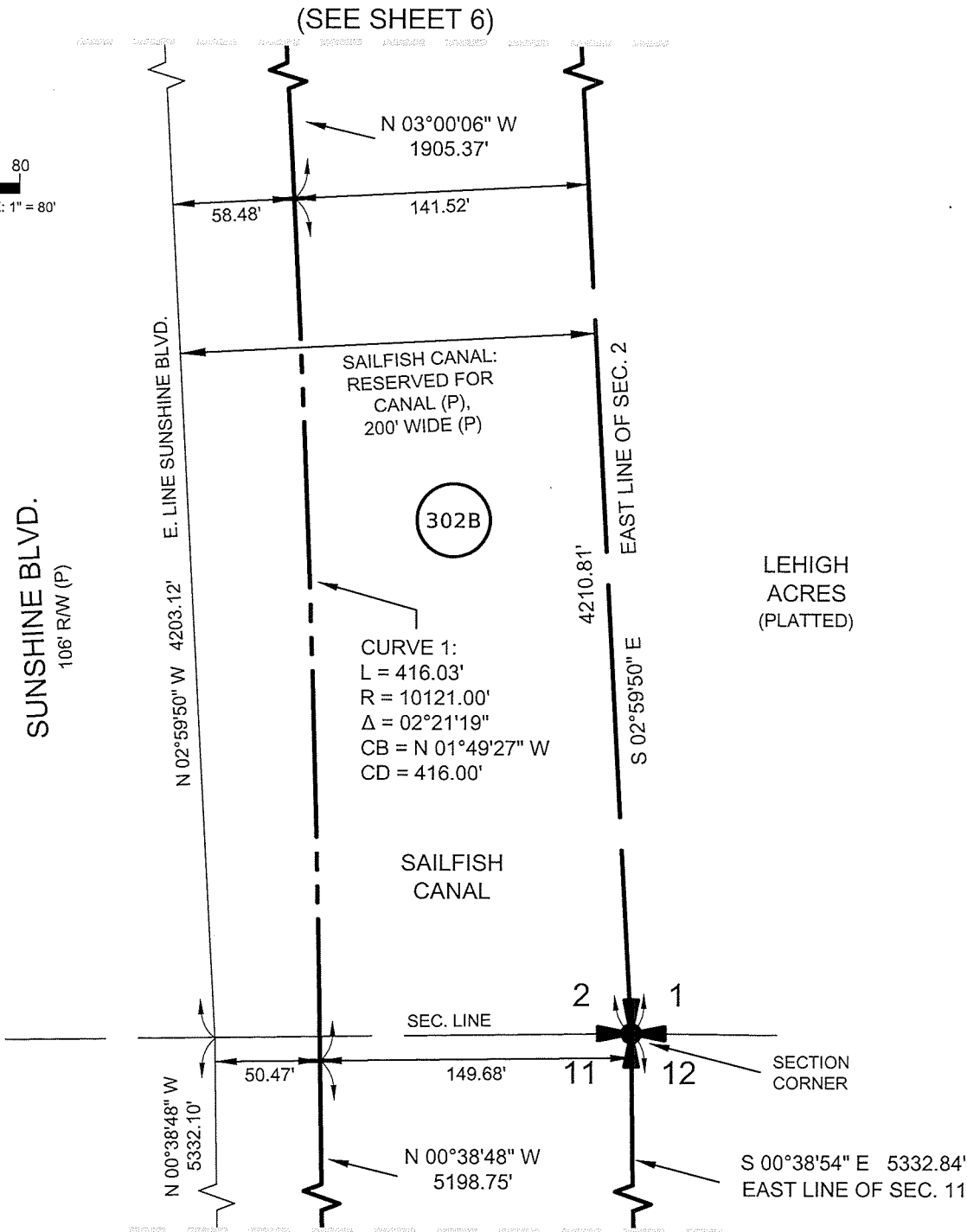
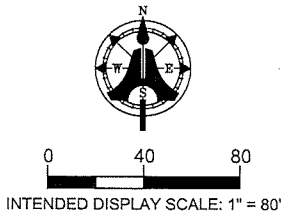
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TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

DRAWN: JMS 01-30-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 4 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



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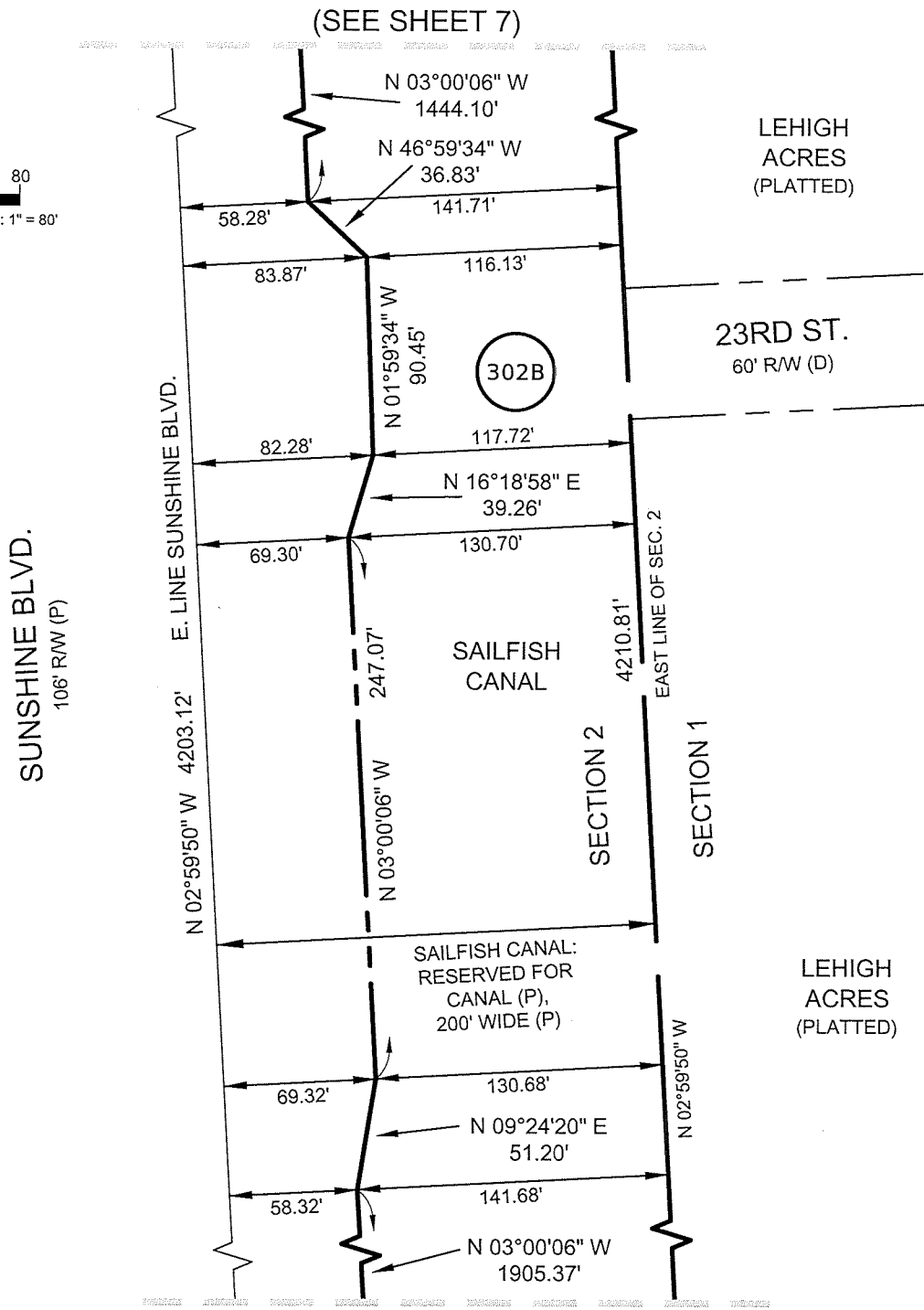
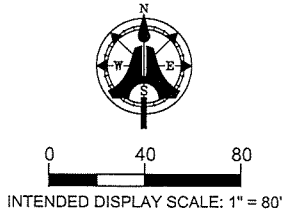
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

DRAWN: JMS 01-30-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT	
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 5 OF 7

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

Exhibit B

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



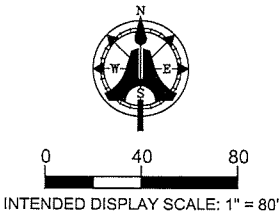
2161 FOWLER STREET, SUITE 100
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PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

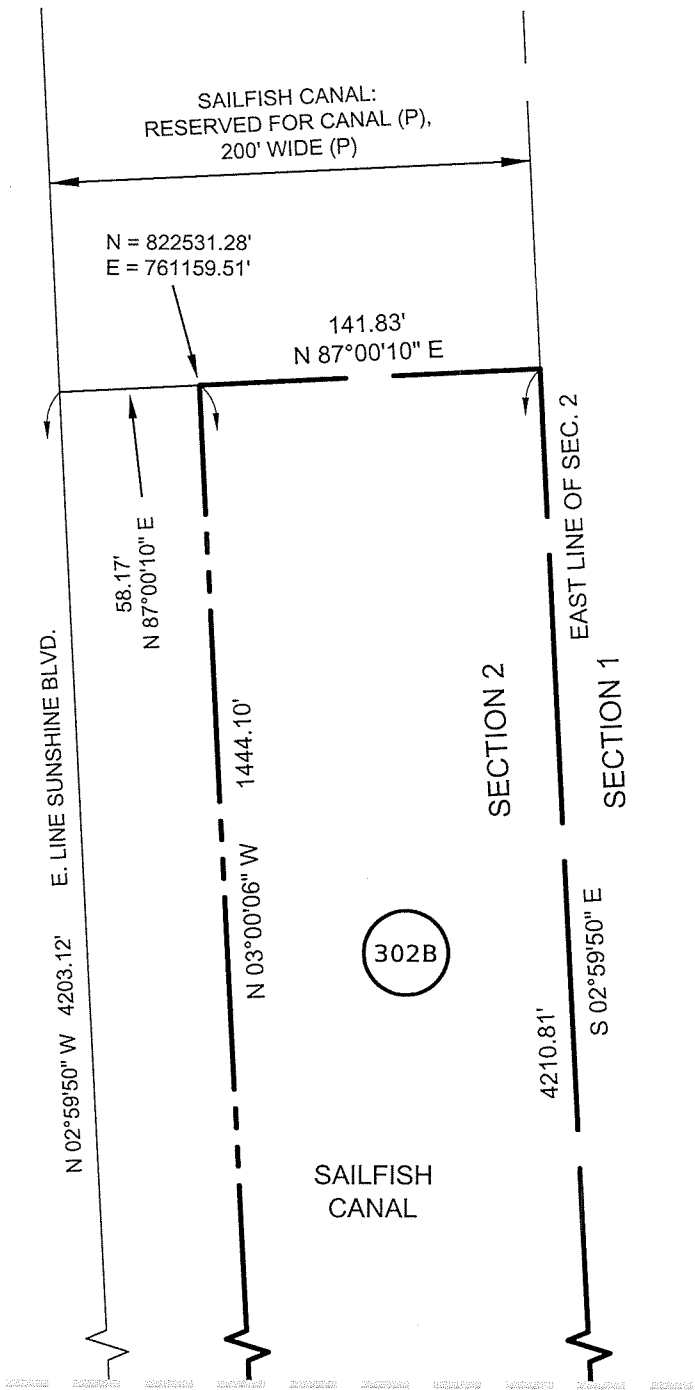
DRAWN: JMS 01-30-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 6 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



SUNSHINE BLVD.
106' R/W (P)



LEHIGH
ACRES
(PLATTED)

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE
PLANE COORDINATE SYSTEM, WEST ZONE, NORTH
AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)

(SEE SHEET 6)



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LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

DRAWN: JMS 01-30-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 7 OF 7	

DESCRIPTION
PROPOSED DRAINAGE EASEMENT
PARCEL 1

A TRACT OR PARCEL OF LAND FOR DRAINAGE PURPOSES LYING IN SECTION 35, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AND SECTION 2, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE ON THE EAST LINE OF SAID SECTION, S.02°59'50"E., A DISTANCE OF 1,008.20 FEET; THENCE DEPARTING SAID LINE, S.87°00'10"W., A DISTANCE OF 125.00 FEET TO A POINT LYING 75 FEET EAST OF THE EASTERLY RIGHT-OF-WAY OF SUNSHINE BOULEVARD, A 106 FOOT RIGHT-OF-WAY, AS RECORDED IN PLAT BOOK 15, PAGES 91 AND 94, OF THE LEE COUNTY, FLORIDA PUBLIC RECORDS; THENCE N.02°59'50"W., A DISTANCE OF 1,011.11 FEET; THENCE N.00°19'53"W., A DISTANCE OF 5,306.26 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,159.04 FEET, (DELTA 00°00'41") (CHORD BEARING N.00°20'35"W.), (CHORD 0.23 FEET) FOR A DISTANCE OF 0.23 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 35; THENCE ON SAID NORTH LINE N.89°29'24"E., A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SECTION 35; THENCE ON THE EAST LINE OF SAID SECTION, S.00°19'53"E., A DISTANCE OF 5,303.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.12 ACRES, MORE OR LESS.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.



Digitally signed
by Kevin M
RisCassi
Date: 2026.09.04
14:49:20 -04'00'

- LEGEND:
- N: = NORTHING (FEET)
 - E: = EASTING (FEET)
 - PB = PLAT BOOK
 - PG = PAGE
 - R/W = RIGHT-OF-WAY
 - A.K.A. = ALSO KNOWN AS
 - P.O.B. = POINT OF BEGINNING
 - TWP = TOWNSHIP

- NOTES:
- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
 - COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
 - BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 35, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING S00°19'53"E.
 - PARCEL CONTAINS 18.12 ACRES, MORE OR LESS.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:
KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6433
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOT VALID WITHOUT ALL SHEETS IN SET



JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

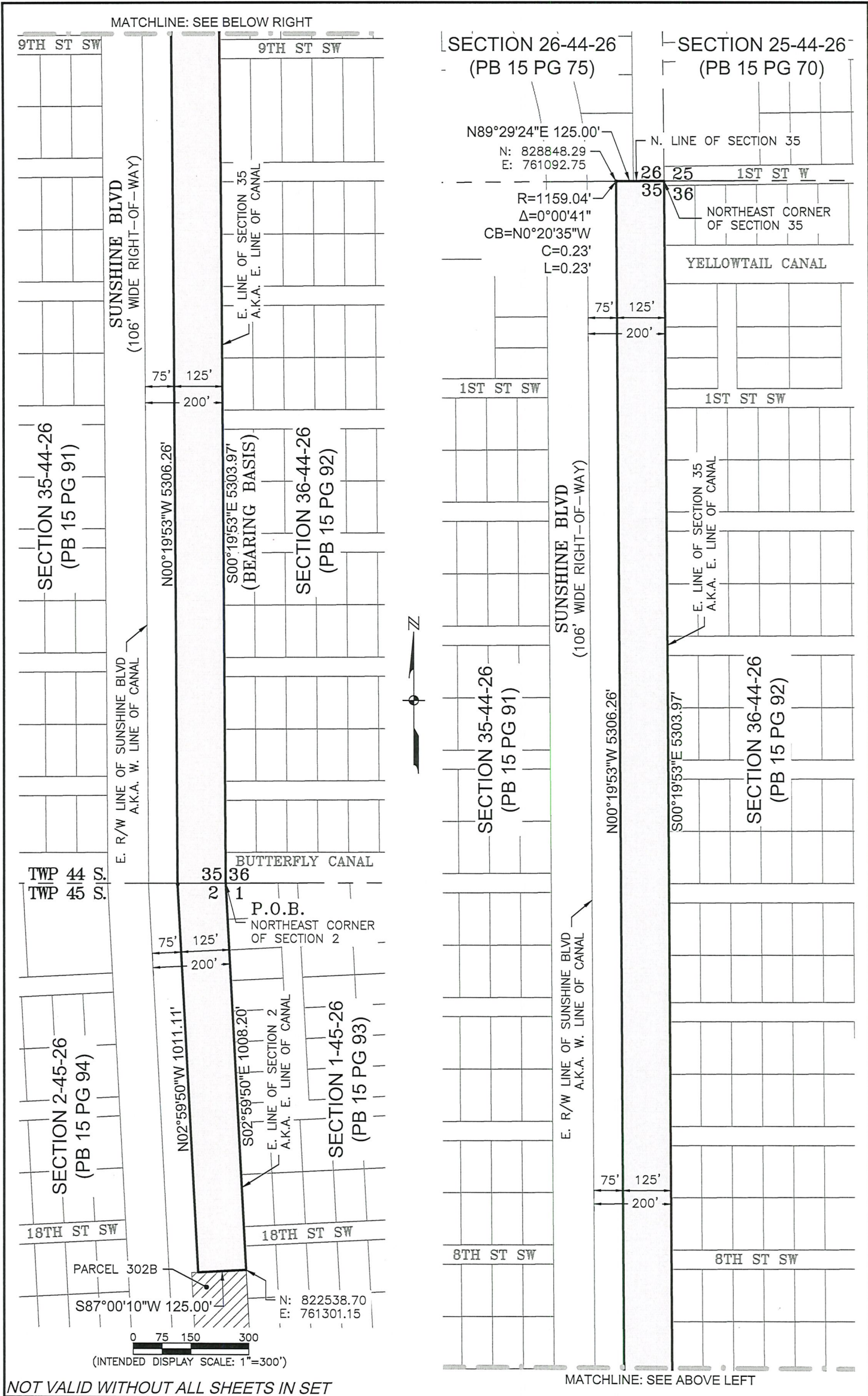
SKETCH & DESCRIPTION
SUNSHINE BLVD
DRAINAGE PARCEL 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9/4/2026	20214140-000	35-44-26	N/A	1 OF 2

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.

Z:\JC\Fort Myers\Drawings\2021\20214140-000\Surveying\Sketches\Sunshine Blvd\20214140-000 - Sunshine Blvd - Drainage Parcel 1 S&D.dwg (1) Timothy.Fuentes Sep 04, 2026 - 2:28pm

Z:\JEF\Fort Myers Drawings\2021\20214140-000\Surveying\Sketches\Sunshine Blvd\20214140-000 - Sunshine Blvd - Drainage Parcel 1 S&D.dwg (2) Timothy.Fuentes Sep 04, 2026 - 2:28pm



NOT VALID WITHOUT ALL SHEETS IN SET



JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

SKETCH & DESCRIPTION
SUNSHINE BLVD
DRAINAGE PARCEL 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9/4/2026	20214140-000	35-44-26	1" = 300'	2 OF 2

ALICO ROAD PARCEL 302A
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

DESCRIPTION:

THAT PORTION OF A 200 FOOT WIDE CANAL (SAILFISH CANAL), LABELED AS "RESERVED FOR CANAL", AS SHOWN ON 'A SUBDIVISION OF LEHIGH ACRES' ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 94, 97 & 100, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE ALONG THE EAST LINE OF SAID NORTHEAST 1/4, N 01°14'56" W FOR 1312.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 82 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 1207-101; THENCE CONTINUE ALONG SAID EAST LINE, N 01°14'56" W FOR 112.13 FEET TO THE SOUTHEAST CORNER OF SAID SAILFISH CANAL AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID SAILFISH CANAL, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF A 100 FOOT WIDE LEE COUNTY ELECTRIC CO-OPERATIVE, INC. EASEMENT (PER MISCELLANEOUS BOOK 47, PAGE 371, OF SAID PUBLIC RECORDS) AND AS SHOWN ON SAID PLAT BOOK 15, PAGE 100, N 64°21'23 W FOR 224.58 FEET TO THE WEST LINE OF SAID SAILFISH CANAL, SAID WEST LINE ALSO BEING THE EAST LINE OF SUNSHINE BOULEVARD AS SHOWN ON SAID PLAT BOOK 15, PAGES 94, 97 & 100; THENCE ALONG SAID WEST LINE OF SAILFISH CANAL AND SAID EAST LINE OF SUNSHINE BOULEVARD, THE FOLLOWING THREE (3) COURSES: 1) N 01°14'56" W FOR 1141.23 FEET; 2) N 00°38'48" W FOR 5332.10 FEET; 3) N 02°59'50" W FOR 4203.12 FEET; THENCE LEAVING SAID WEST LINE OF SAILFISH CANAL AND SAID EAST LINE OF SUNSHINE BOULEVARD, N 87°00'10" E FOR 58.17 FEET; THENCE S 03°00'06" E FOR 1444.10 FEET; THENCE S 46°59'34" E FOR 36.83 FEET; THENCE S 01°59'34" E FOR 90.45 FEET; THENCE S 16°18'58" W FOR 39.26 FEET; THENCE S 03°00'06" E FOR 247.07 FEET; THENCE S 09°24'20" W FOR 51.20 FEET; THENCE S 03°00'06" E FOR 1905.37 FEET TO THE BEGINNING OF CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10121.00 FEET, A CENTRAL ANGLE OF 02°21'19", AND A CHORD BEARING AND DISTANCE OF S 01°49'27" E, 416.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR 416.03 FEET; THENCE S 00°38'48" E FOR 5198.75 FEET; THENCE S 01°38'48" E FOR 415.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 11457.00 FEET, A CENTRAL ANGLE OF 03°06'47", AND A CHORD BEARING AND DISTANCE OF S 03°12'11" E, 622.40 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT FOR 622.48 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1095.50 FEET, A CENTRAL ANGLE OF 02°16'28", AND A CHORD BEARING AND DISTANCE OF S 03°37'21" E, 43.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR 43.49 FEET; THENCE S 52°15'25" E FOR 22.41 FEET; THENCE N 88°45'04" E FOR 105.22 FEET TO SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 14; THENCE ALONG SAID EAST LINE OF THE NORTHEAST 1/4, AND ALONG THE EAST LINE OF SAID SAILFISH CANAL, S 01°14'56" E FOR 269.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.292 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 BEARING N 01°14'56" W.

NOTES:

- 1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
- 2. NOT VALID WITHOUT ALL 7 SHEETS
- 3. THIS IS NOT A BOUNDARY SURVEY.



Digitally signed by
Henry G Fichter
Date: 2026.09.04
10:54:40 -04'00'

HENRY G. FICHTER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7453

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
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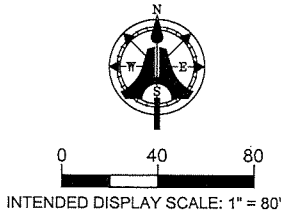
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

DRAWN: JMS 01-12-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 1 OF 7	

ALICO ROAD PARCEL 302A
LEGAL DESCRIPTION AND SKETCH

Exhibit C

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



LEGEND:

- BLVD.A. = BOULEVARD
CB = CHORD BEARING
CD = CHORD DISTANCE
COR. = CORNER
(D) = DEED
L = ARC LENGTH
LCEC = LEE COUNTY ELECTRIC COOPERATIVE, INC.
MISC. = MISCELLANEOUS
(P) = PLAT BOOK 15, PAGES 94, 97 & 100, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
PG. = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R = RADIUS
R/W = RIGHT OF WAY
SEC. = SECTION
S.R. = STATE ROAD
S.R.D. = STATE ROAD DEPARTMENT / FLORIDA DEPARTMENT OF TRANSPORTATION
ST. = STREET
 Δ = CURVE DELTA ANGLE
= NUMBER

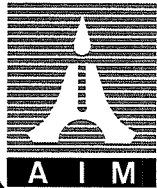
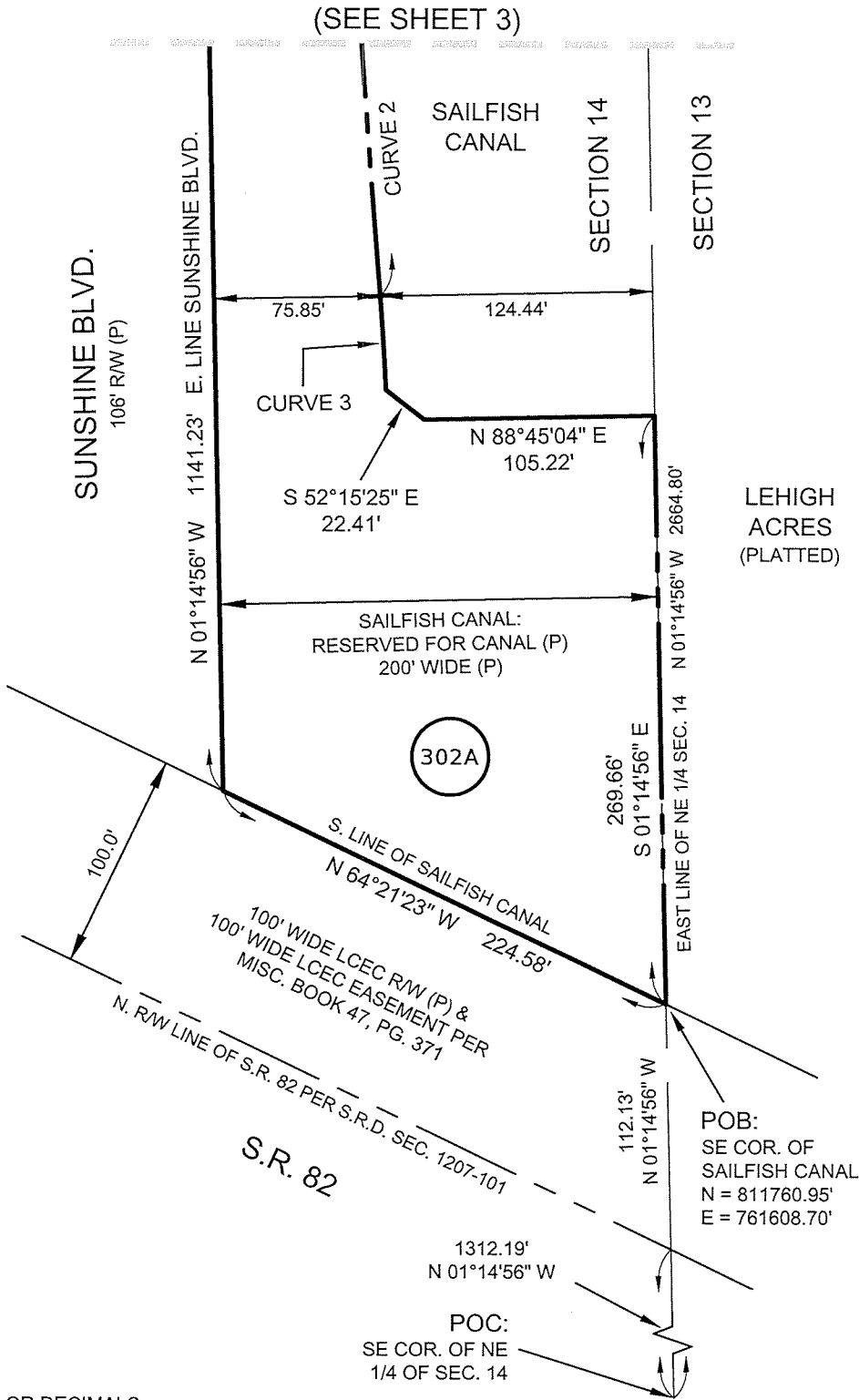
CURVE 2:
L = 622.48'
R = 11457.00'
 Δ = 03°06'47"
CB = S 03°12'11" E
CD = 622.40'

CURVE 3:
L = 43.49'
R = 1095.50'
 Δ = 02°16'28"
CB = S 03°37'21" E
CD = 43.48'

NOTES:

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- NOT VALID WITHOUT ALL 7 SHEETS
- THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



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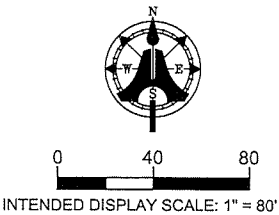
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

DRAWN: JMS 01-12-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 2 OF 7	

ALICO ROAD PARCEL 302A
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

(SEE SHEET 4)



SUNSHINE BLVD.
106' R/W (P)

E. LINE SUNSHINE BLVD.

N 01°14'56" W 1141.23'

302A

CURVE 2:
L = 622.48'
R = 11457.00'
Δ = 03°06'47"
CB = S 03°12'11" E
CD = 622.40'

SAILFISH CANAL:
RESERVED FOR
CANAL (P),
200' WIDE (P)

SAILFISH
CANAL

SECTION 14

SECTION 13

EAST LINE OF NE 1/4 SEC. 14 N 01°14'56" W 2664.80'

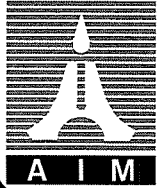
LEHIGH
ACRES
(PLATTED)

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

(SEE SHEET 2)

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



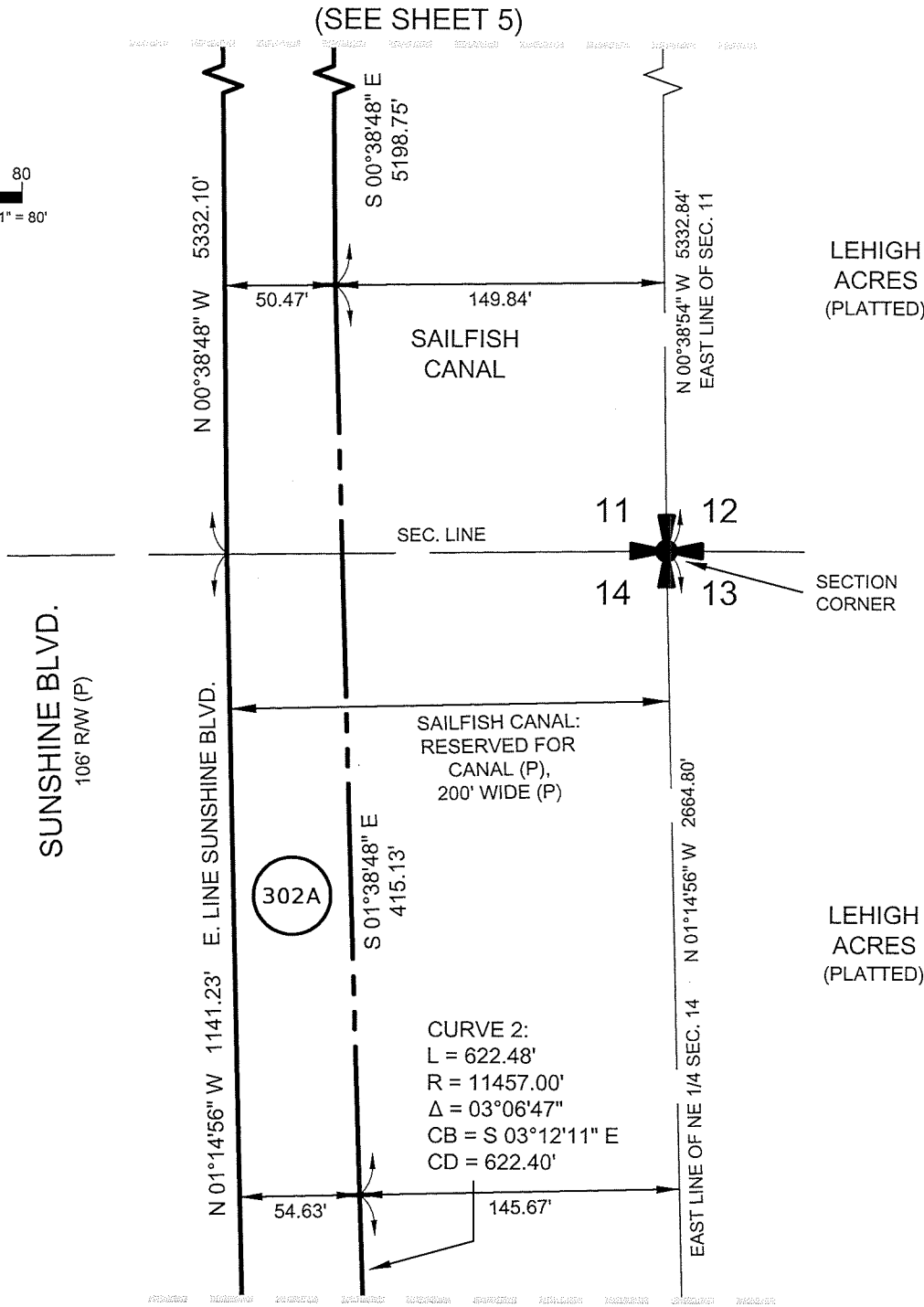
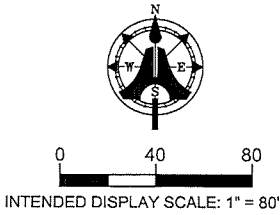
2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

DRAWN: JMS 01-12-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 3 OF 7	

ALICO ROAD PARCEL 302A
LEGAL DESCRIPTION AND SKETCH

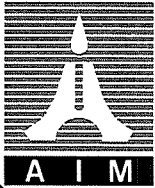
A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



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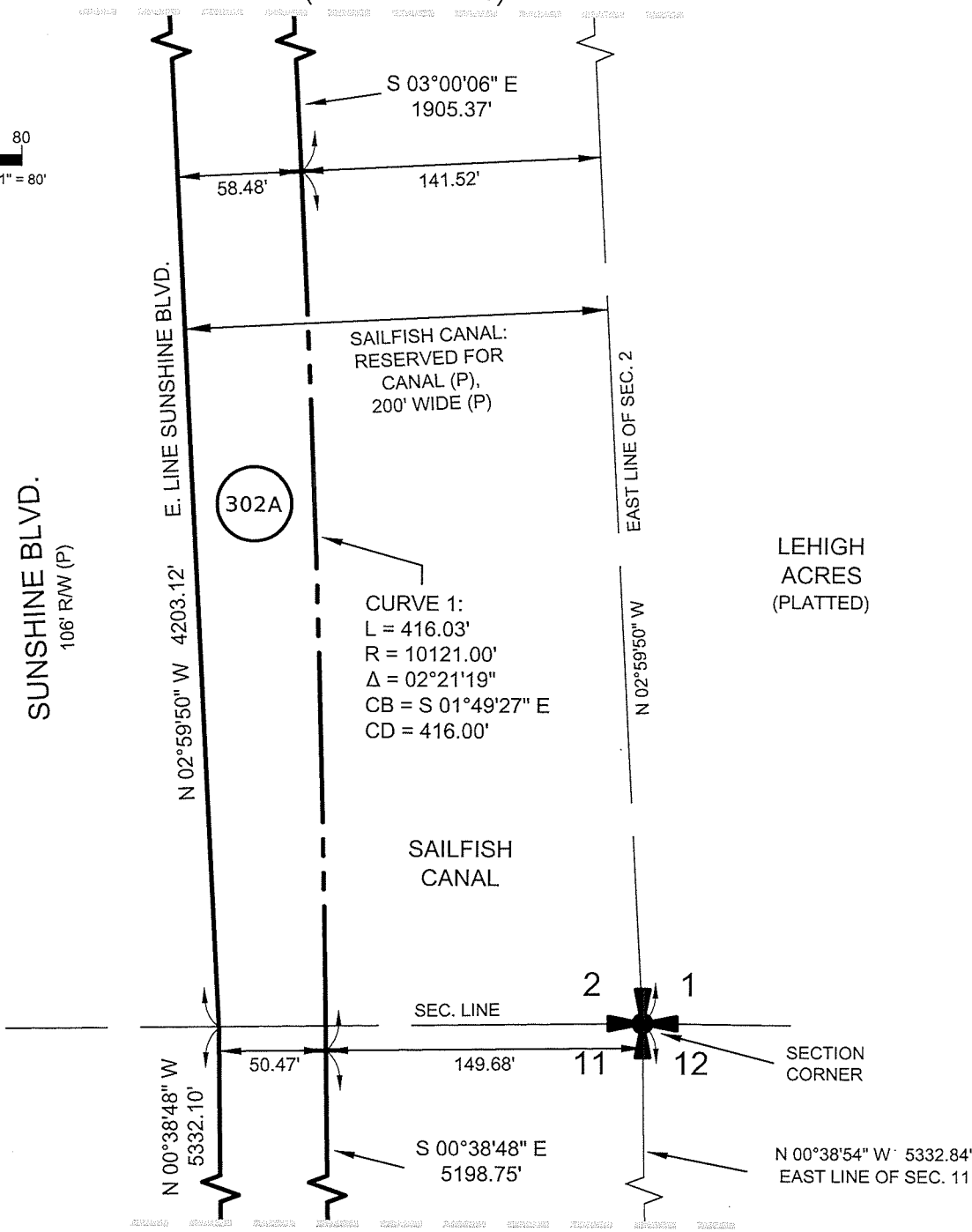
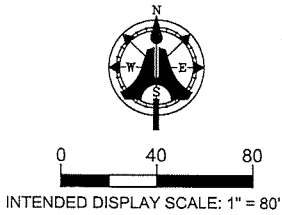
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

DRAWN: JMS 01-12-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 4 OF 7	

ALICO ROAD PARCEL 302A
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

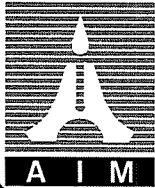
(SEE SHEET 6)



NOTES:

- 1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
- 2. NOT VALID WITHOUT ALL 7 SHEETS
- 3. FOR LEGEND SEE SHEET 2
- 4. THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



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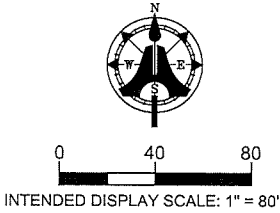
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

DRAWN: JMS 01-12-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 5 OF 7	

ALICO ROAD PARCEL 302A
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

(SEE SHEET 7)



SUNSHINE BLVD.
106' R/W (P)

N 02°59'50" W 4203.12' E. LINE SUNSHINE BLVD.

302A

S 03°00'06" E 247.07'

SAILFISH CANAL

SECTION 2

SECTION 1

EAST LINE OF SEC. 2

23RD ST.
60' R/W (D)

LEHIGH ACRES
(PLATTED)

LEHIGH ACRES
(PLATTED)

SAILFISH CANAL:
RESERVED FOR
CANAL (P),
200' WIDE (P)

S 09°24'20" W
51.20'

S 03°00'06" E
1905.37'

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

(SEE SHEET 5)

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



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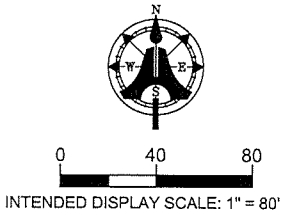
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

DRAWN: JMS 01-12-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 6 OF 7	

ALICO ROAD PARCEL 302A
LEGAL DESCRIPTION AND SKETCH

Exhibit C

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



SUNSHINE BLVD.
106' R/W (P)

E. LINE SUNSHINE BLVD.

N 02°59'50" W 4203.12'

302A

S 03°00'06" E 1444.10'

SAILFISH CANAL

SECTION 2

EAST LINE OF SEC. 2

SECTION 1

N 02°59'50" W

LEHIGH
ACRES
(PLATTED)

SAILFISH CANAL:
RESERVED FOR CANAL (P),
200' WIDE (P)

N 87°00'10" E
58.17'

N = 822531.28'
E = 761159.51'

141.83'

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

(SEE SHEET 6)

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE
PLANE COORDINATE SYSTEM, WEST ZONE, NORTH
AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



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LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

DRAWN:
JMS 01-12-2026

CHECKED:
GF 09-03-2026

CLIENT:
LEE COUNTY DOT

PROJECT NO.:
21-1324

SECTION:
2, 11 & 14

TOWNSHIP:
45 S

RANGE:
26 E

COUNTY:
LEE

SHEET 7 OF 7

DESCRIPTION

PROPOSED ADDITIONAL 75' RIGHT-OF-WAY TO SUNSHINE BOULEVARD
PARCEL 1

A SEVENTY-FIVE FOOT (75') WIDE PARCEL OF LAND FOR RIGHT-OF-WAY PURPOSES LYING IN SECTIONS 26 & 35, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AND SECTION 2, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE ON THE EAST LINE OF SAID SECTION, S.02°59'50"E., A DISTANCE OF 1,008.20 FEET; THENCE DEPARTING SAID LINE, S.87°00'10"W., A DISTANCE OF 125.00 FEET TO A POINT LYING 75 FEET EAST OF THE EASTERLY RIGHT-OF-WAY OF SUNSHINE BOULEVARD, A 106 FOOT RIGHT-OF-WAY, AS RECORDED IN PLAT BOOK 15, PAGES 75, 91, AND 94, OF THE LEE COUNTY, FLORIDA, PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S.87°00'10"W., A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE; THENCE ON SAID EAST RIGHT-OF-WAY FOR THE FOLLOWING THREE (3) COURSES:

- (1) N.02°59'50"W., A DISTANCE OF 1,012.86 FEET;
- (2) N.00°19'53"W., A DISTANCE OF 5,308.00 FEET;
- (3) ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,084.04 FEET, (DELTA 09°28'07") (CHORD BEARING N.05°04'18"W.), (CHORD 178.94 FEET) FOR A DISTANCE OF 179.15 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 6, BLOCK 79, AS RECORDED IN PLAT BOOK 15, PAGE 75;

THENCE ON SAID NORTH LINE, N.89°39'45"E., A DISTANCE OF 75.97 FEET TO A POINT LYING 75 FEET EAST OF SAID SUNSHINE BOULEVARD EASTERLY RIGHT-OF-WAY; THENCE DEPARTING SAID SOUTH LINE, ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,159.04 FEET, (DELTA 08°51'03") (CHORD BEARING S.04°45'46"E.), (CHORD 178.87 FEET) FOR A DISTANCE OF 179.05 FEET; THENCE, S.00°19'53"E., A DISTANCE OF 5,306.26 FEET; THENCE S.02°59'50"E., A DISTANCE OF 1,011.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.19 ACRES, MORE OR LESS.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.



Digitally signed
by Kevin M
RisCassi
Date: 2026.09.04
14:48:29 -04'00'

- LEGEND:
- N: = NORTHING (FEET)
 - E: = EASTING (FEET)
 - PB = PLAT BOOK
 - PG = PAGE
 - R/W = RIGHT-OF-WAY
 - A.K.A. = ALSO KNOWN AS
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - TWP = TOWNSHIP

- NOTES:
- 1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
 - 2. COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
 - 3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 35, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING N00°19'53"W.
 - 4. PARCEL CONTAINS 11.19 ACRES, MORE OR LESS.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:
KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6433
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOT VALID WITHOUT ALL SHEETS IN SET

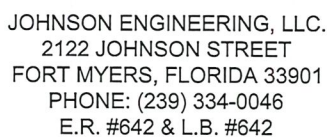


JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

SKETCH & DESCRIPTION				
SUNSHINE BLVD				
75' RIGHT-OF-WAY PARCEL 1				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9/4/2026	20214140-000	35-44-26	N/A	1 OF 2

Z:\JE\Fort Myers\Drawings\2021\20214140-000\Surveying\Sketches\Sunshine Blvd\20214140-000 - Sunshine Blvd - 75' ROW Parcel 1 S&D.dwg (1) Timothy.Fuentes Sep 04, 2026 - 2:32pm

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.



SKETCH & DESCRIPTION
SUNSHINE BLVD
75' RIGHT-OF-WAY PARCEL 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9/4/2026	20214140-000	35-44-26	1" = 300'	2 OF 2

This instrument prepared by:
Department of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Project: Alico Road Connector, No. 9245

THIS SPACE FOR RECORDING

PERPETUAL DRAINAGE AND ACCESS EASEMENT

This Grant of Perpetual Drainage and Access Easement (this "Easement"), is made and entered into this ____ day of _____, 2026, by and between **LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT**, an independent special district organized under the laws of the State of Florida, whose mailing address is [REDACTED] ("District"), (or the "Grantor") and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 (hereinafter "County") (or the "Grantee").

RECITALS:

WHEREAS, District is the owner of certain real property, portions of which are located in Sections 2, 11 and 14, Township 45 South, Range 26 East, in Lee County, Florida, being more particularly described in a Right of Way Deed dated December 17, 1958, and recorded in the Public Records of Lee County, Florida, on December 22, 1958, in Deed Book 294, Page 227 (hereinafter, "District Property"); and

WHEREAS, there is an existing drainage canal system (hereinafter, "Canal System") operated and maintained by the District on a portion of this aforementioned real property that conveys regional water in the area; and

WHEREAS, the County has planned Sunshine Boulevard roadway widening/extension projects ("Roadway Projects") that fall within the proximity of the District's Canal System; and

WHEREAS, the County currently discharges stormwater from existing Sunshine Boulevard roadway into the Sailfish Canal, which is included in the District's existing drainage canal system; and

WHEREAS, as part of the Roadway Projects additional stormwater runoff will be discharged into the Canal System; and

WHEREAS, in order to accommodate the additional capacity needs, the County will make certain modifications to the District's Canal System to address permit requirements, operation/maintenance needs and safety considerations (hereinafter, the "Work" or "Drainage Facilities" or "Access Improvements"); and

WHEREAS, County seeks to obtain easement rights to perform the Work and to accommodate additional discharges and to memorialize the future operation and maintenance responsibilities associated with this system; and

WHEREAS, County will perform the Work as part of the Alico Road Widening, Project No. 9245, the design and construction plans for which improvements the District has reviewed and accepted (the "Plans"); and

WHEREAS, upon completion of the drainage improvements, District will maintain the Easement Area, Drainage Facilities, and Canal System in perpetuity; and

WHEREAS, County will have perpetual access rights and will have the right but not the responsibility to maintain the Easement Area and Drainage Facilities.

INCORPORATION OF RECITALS:

The Recitals set forth above are true and are incorporated into the terms of this Easement as if set out herein in full.

WITNESSETH:

1. For and in consideration of the sum of Ten and xx/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby grants, transfers, and conveys to County, its successors, appointees and assigns, a perpetual public drainage and access easement situated in Lee County, Florida, and located and described as set forth in the attached Exhibit "A" (the "Easement Area").

2. County, its successors, appointees, and assigns, are granted the right, privilege, and authority, but not the obligation, to construct and maintain canals, weirs, drainage pipelines, swales, storm drains, and other appurtenances in a good and workmanlike manner (the "Drainage Facilities"), to be located upon, under, across, and through the Easement Area and in accordance with the Plans, with the additional right, privilege, and authority to remove, replace, repair, and enlarge the Drainage Facilities within the Easement Area, and to trim and remove roots, trees, shrubs, bushes, and plants from or encroaching upon the Easement Area, and, with prior notice to and consent of the District, to remove fences when reasonably necessary for the proper construction and operation of the Drainage Facilities. County has the right and authority to remove and properly dispose of dirt, rocks, and vegetation disturbed within the Easement Area. If County makes material changes to the Plans, County shall provide the District prior written notice and an opportunity to review and comment on any such

changes prior to their implementation.

3. County, its successors, appointees, and assigns, are granted the right, privilege, and authority, but not the obligation, to construct, replace, repair, remove, extend, modify and maintain the surface grade/slope in, upon, over and across the Easement Area to support, reinforce and stabilize the adjacent roadway, sidewalks and appurtenant Drainage Facilities, all in a good and workmanlike manner.

4. County, its successors, appointees, and assigns, are hereby granted the additional right, privilege, and authority, but not the obligation, to place crushed stone, concrete, or other stabilizing material within the Easement Area for the purpose of providing suitable access by County's or its contractors' workmen, vehicles, and equipment to construct and maintain the Drainage Facilities (the "Access Improvements").

5. The Access Improvements located in the Easement Area will not be limited to any particular material, type, or style but shall be constructed in a good and workmanlike manner. The total Easement Area is reserved for ingress and egress by County. The District will not construct any improvements or locate any materials within the Easement Area that will obstruct or impede flow within the Canal System that has the potential to flood the roadway network. The District will not construct any improvements on District Property that obstruct or impede County's ability to access the Easement Area for maintenance purposes. Any modification by the District to the Drainage Facilities within the Easement Area requires the written consent of County.

6. The Easement Area is reserved for the proposed Work and drainage improvements to the Canal System, and Access Improvements. The Drainage Facilities will not be limited to any one diameter, size, type, and/or number of connections to other pipes for providing drainage. District retains the right to utilize the Easement Area for access, drainage ways, or similar uses that do not obstruct the County's roadway drainage granted hereunder.

7. County will have a reasonable right of access across District Property adjacent to the Easement Area on existing paved or unpaved roadways or paths to reach the Easement Area for the purposes stated herein. County shall not access any other areas of District Property without District's prior written approval. Any damage to District Property or improvements thereon as the result of such access to the Easement Area, or as a result of the construction, maintenance, or repairs in, on, under or through the Easement Area, will be promptly restored by County to the condition in which it or they existed prior to the damage. County shall make reasonable efforts to minimize interference with the existing use of and access to District Property adjacent to the Easement Area. All activities of County, its contractors and agents while on District Property or the Easement Area shall be conducted in

accordance with applicable laws.

8. The District warrants that subject to existing easements and other instruments of record, if any, including, without limitation, for public highways or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines (but excluding any mortgages or other security interests), and telephone and cable television lines affecting the Easement Area, District is lawfully seized and possessed of the Easement Area, and has the lawful right to convey the Easement to County, and further warrants that the Easement Area is free and clear of all liens and encumbrances except as provided herein.

9. The Drainage Facilities and Access Improvements constructed by County or its contractors within the Easement Area shall be maintained, in perpetuity, by District, its successors and/or assigns.

10. This Easement in no way obligates County to maintain any Drainage Facilities or Access Improvements. However, County is granted the right to access and maintain the Drainage Facilities and Access Improvements, as necessary, if District, within thirty (30) days after District's receipt of County's notice of the necessity of such maintenance, does not perform such maintenance, or, if such maintenance cannot reasonably be completed within the thirty-day period, commence the performance of such maintenance and diligently continue such maintenance to completion. If District does not perform such maintenance as required above, County reserves the right to assess District for the costs associated with County maintenance of the Easement Area and the Drainage Facilities and Access Improvements located therein. Such costs shall be due and payable to County within thirty (30) days after District's receipt of an invoice therefore detailing the maintenance costs incurred by County.

11. In an emergency event involving the Drainage Facilities and Access Improvements in the Easement Area, including, but not limited to, flooding or other natural disasters, County has the right and authority to enter upon District Property as reasonably required to perform necessary work or repairs to the Drainage Facilities and Access Improvements in the Easement Area without providing advance written notice to District of such entry.

12. This Easement runs with the land and shall be binding upon the parties hereto, their successors, appointees, and assigns. This Easement will be recorded in the Public Records of Lee County by and at the expense of County.

[End of Provisions – Signatures on Following Pages]

IN WITNESS WHEREOF, District has caused this Easement to be signed intending to be bound as of the date first above written.

ATTEST:

LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT

By: _____

BY: _____

Name: _____

Title: _____

[

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2026, by _____, as Chair of Lehigh Acres Municipal Services Improvement District, on behalf of the district. He is personally known to me or he has produced the following as identification: _____.

Notary Public

[Affix stamp/seal]

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BY: _____
Cecil L Pendergrass, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

Attachment: Exhibit "A" – Legal Description and Sketch of Easement Area

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH
A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

DESCRIPTION:

THAT PORTION OF A 200 FOOT WIDE CANAL (SAILFISH CANAL), LABELED AS "RESERVED FOR CANAL", AS SHOWN ON 'A SUBDIVISION OF LEHIGH ACRES' ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 94, 97 & 100, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE ALONG THE EAST LINE OF SAID NORTHEAST 1/4, N 01°14'56" W FOR 1312.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 82 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION NO. 1207-101; THENCE CONTINUE ALONG SAID EAST LINE, N 01°14'56" W FOR 112.13 FEET TO THE SOUTHEAST CORNER OF SAID SAILFISH CANAL; THENCE CONTINUE ALONG SAID EAST LINE, AND THE EAST LINE OF SAID SAILFISH CANAL, N 01°14'56" W FOR 269.66 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, S 88°45'04" W FOR 105.22 FEET; THENCE N 52°15'25" W FOR 22.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1095.50 FEET, A CENTRAL ANGLE OF 02°16'28", AND A CHORD BEARING AND DISTANCE OF N 03°37'21" W, 43.48 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT FOR 43.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 11457.00 FEET, A CENTRAL ANGLE OF 03°06'47", AND A CHORD BEARING AND DISTANCE OF N 03°12'11" W, 622.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR 622.48 FEET; THENCE N 01°38'48" W FOR 415.13 FEET; THENCE N 00°38'48" W FOR 5198.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10121.00 FEET, A CENTRAL ANGLE OF 02°21'19", AND A CHORD BEARING AND DISTANCE OF N 01°49'27" W, 416.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT FOR 416.03 FEET; THENCE N 03°00'06" W FOR 1905.37 FEET; THENCE N 09°24'20" E FOR 51.20 FEET; THENCE N 03°00'06" W FOR 247.07 FEET; THENCE N 16°18'58" E FOR 39.26 FEET; THENCE N 01°59'34" W FOR 90.45 FEET; THENCE N 46°59'34" W FOR 36.83 FEET; THENCE N 03°00'06" W FOR 1444.10 FEET; THENCE N 87°00'10" E FOR 141.83 FEET TO THE EAST LINE OF SAID SECTION 2; THENCE ALONG SAID EAST LINE OF SECTION 2, AND ALONG THE EAST LINE OF SAID SAILFISH CANAL, S 02°59'50" E FOR 4210.81 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 2 AND THE NORTHEAST CORNER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF SAID SECTION 11, AND CONTINUING ALONG SAID EAST LINE OF SAILFISH CANAL, S 00°38'54" E FOR 5332.84 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 11 AND THE NORTHEAST CORNER OF SAID SECTION 14; THENCE ALONG THE EAST LINE OF SAID SECTION 14, AND CONTINUING ALONG SAID EAST LINE OF SAILFISH CANAL, S 01°14'56" E FOR 970.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.010 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 BEARING N 01°14'56" W.

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. THIS IS NOT A BOUNDARY SURVEY.



Digitally signed by
Henry G Fichter
Date: 2026.09.04
10:55:27 -04'00'

HENRY G. FICHTER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7453

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



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FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

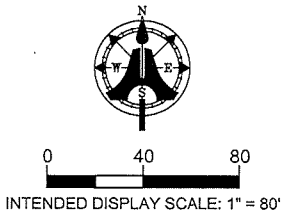
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

DRAWN: JMS 01-30-2026		CHECKED: GF 09-03-2026		CLIENT: LEE COUNTY DOT		
PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 1 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

Exhibit A

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



LEGEND:

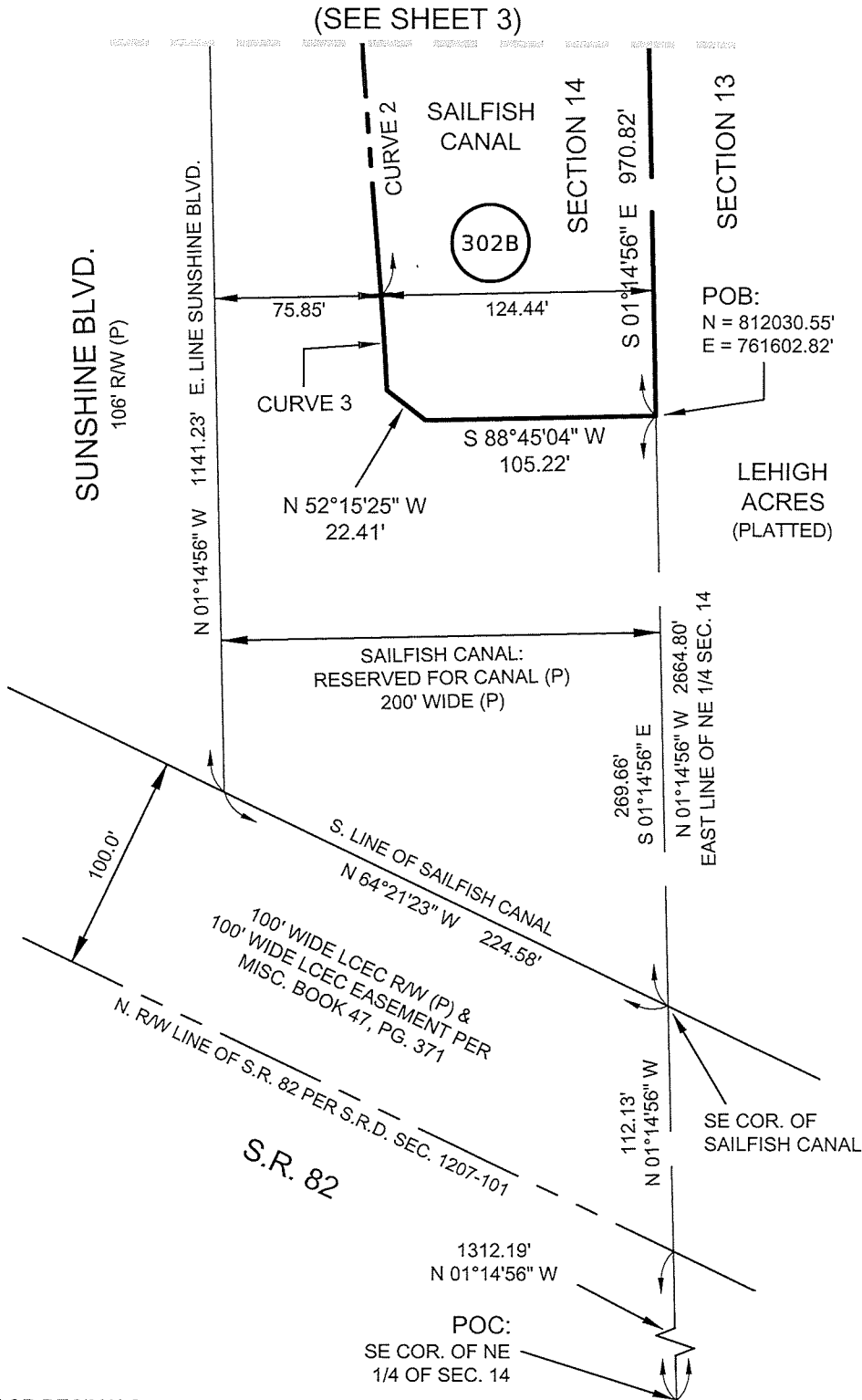
- BLVD.A. = BOULEVARD
CB = CHORD BEARING
CD = CHORD DISTANCE
COR. = CORNER
(D) = DEED
L = ARC LENGTH
LCEC = LEE COUNTY ELECTRIC COOPERATIVE, INC.
MISC. = MISCELLANEOUS
(P) = PLAT BOOK 15, PAGES 94, 97 & 100, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
PG. = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R = RADIUS
R/W = RIGHT OF WAY
SEC. = SECTION
S.R. = STATE ROAD
S.R.D. = STATE ROAD DEPARTMENT / FLORIDA DEPARTMENT OF TRANSPORTATION
ST. = STREET
 Δ = CURVE DELTA ANGLE
= NUMBER

CURVE 2:
L = 622.48'
R = 11457.00'
 Δ = 03°06'47"
CB = N 03°12'11" W
CD = 622.40'

CURVE 3:
L = 43.49'
R = 1095.50'
 Δ = 02°16'28"
CB = N 03°37'21" W
CD = 43.48'

NOTES:

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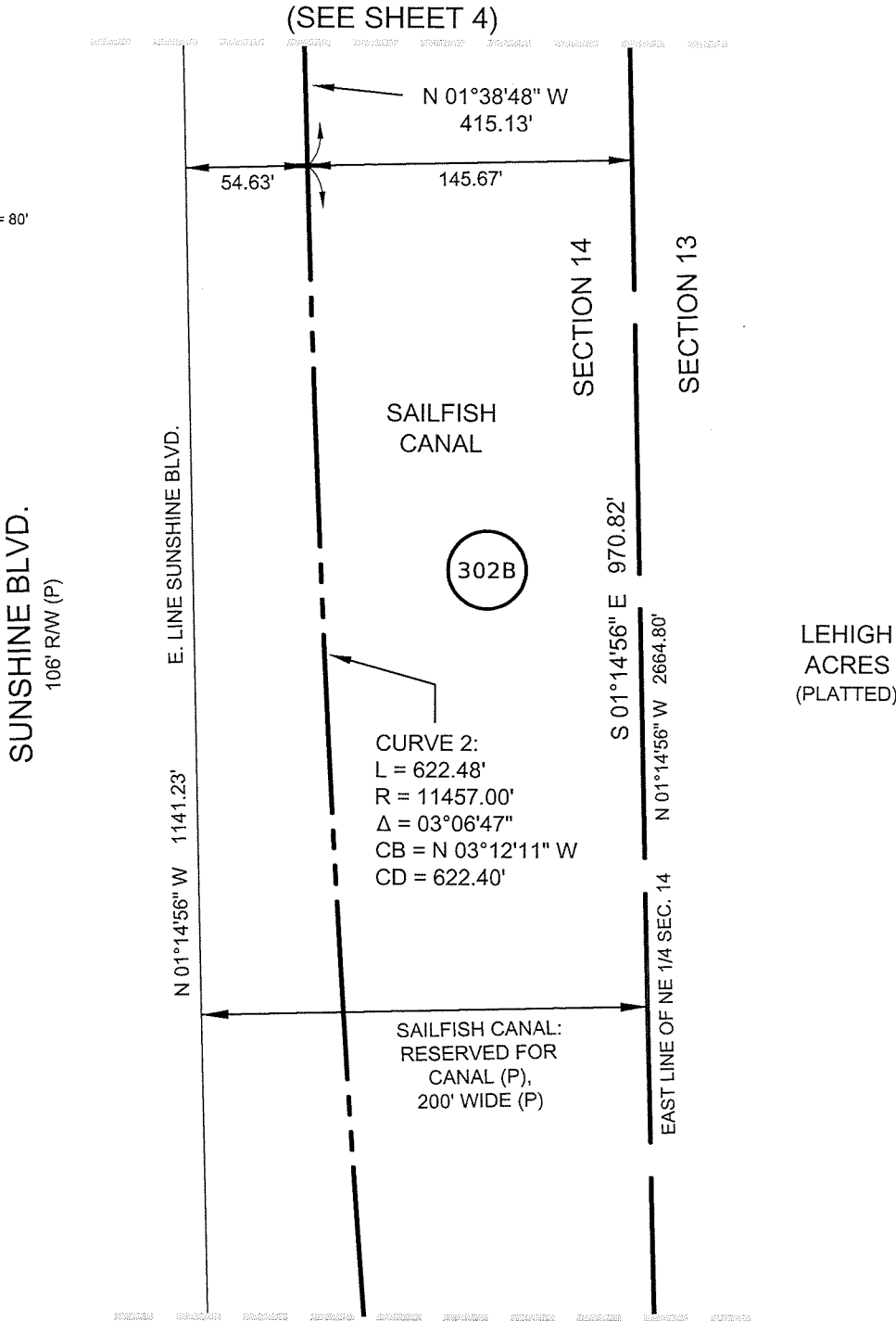
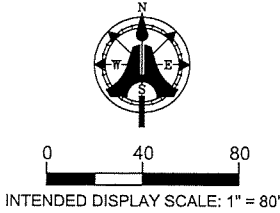
LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

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PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 2 OF 7

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

Exhibit A

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE
PLANE COORDINATE SYSTEM, WEST ZONE, NORTH
AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)

(SEE SHEET 2)



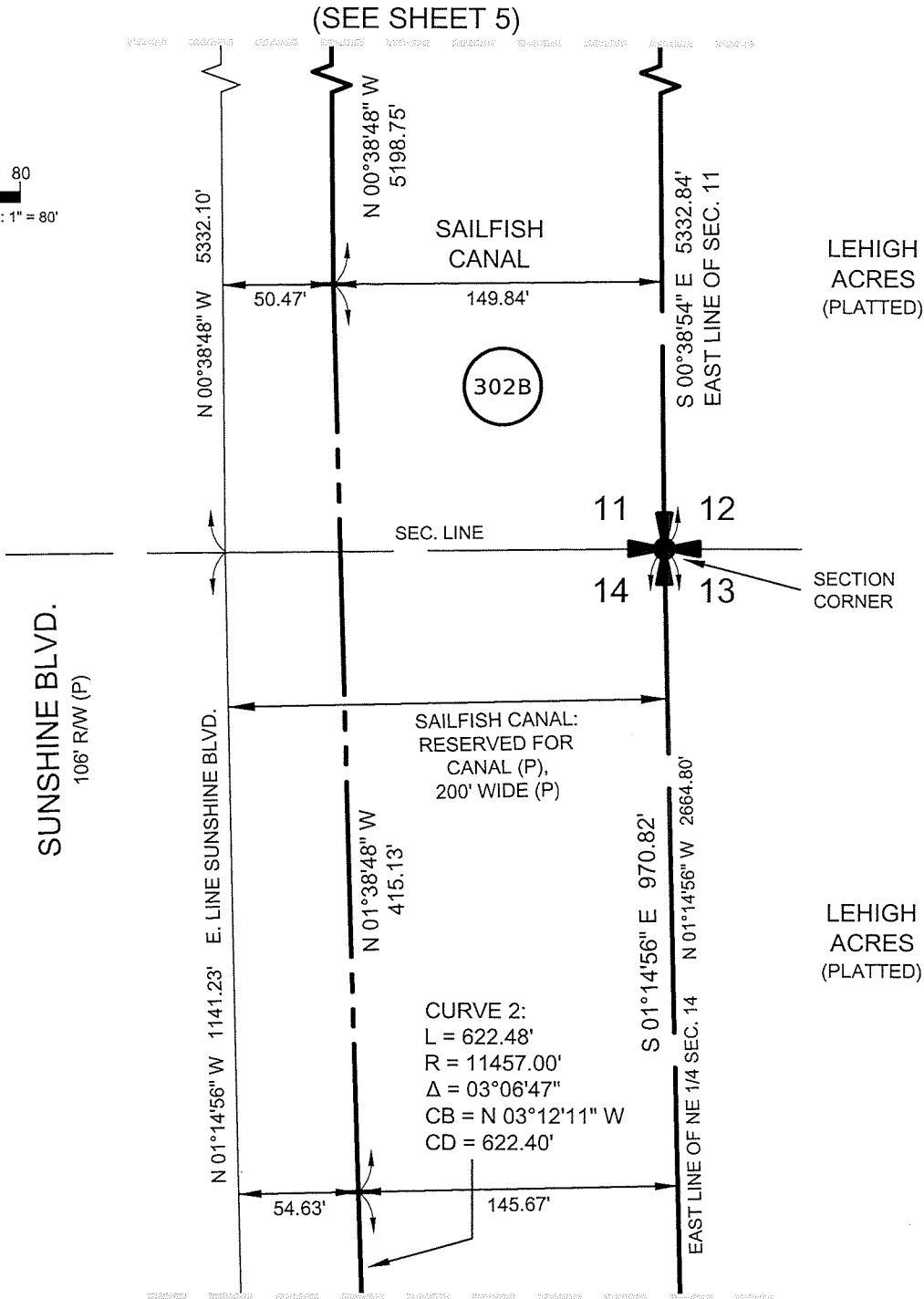
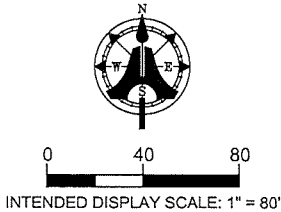
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PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 3 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



NOTES:

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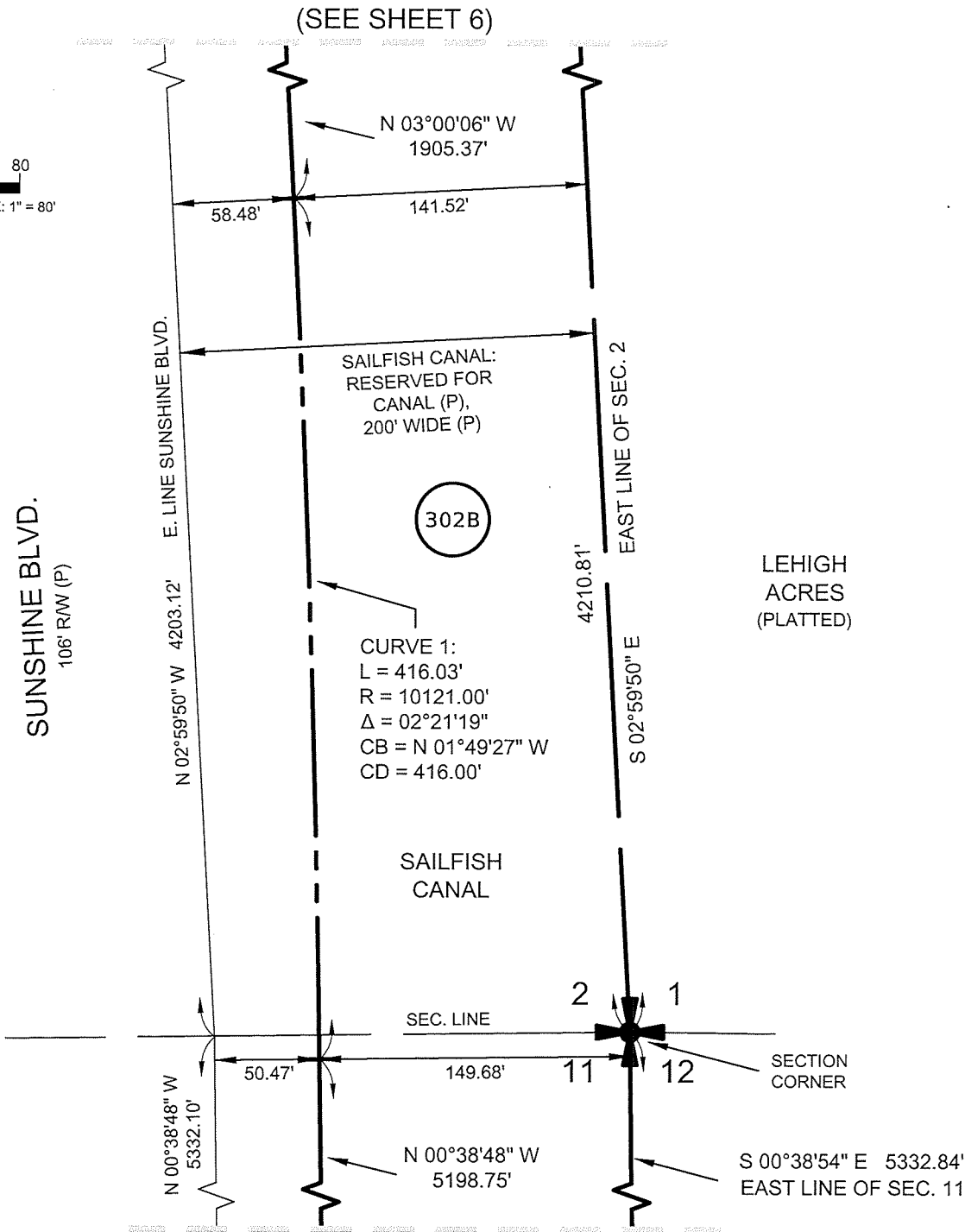
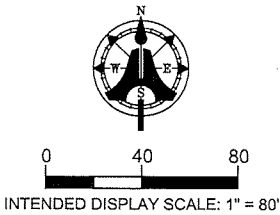
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PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 4 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



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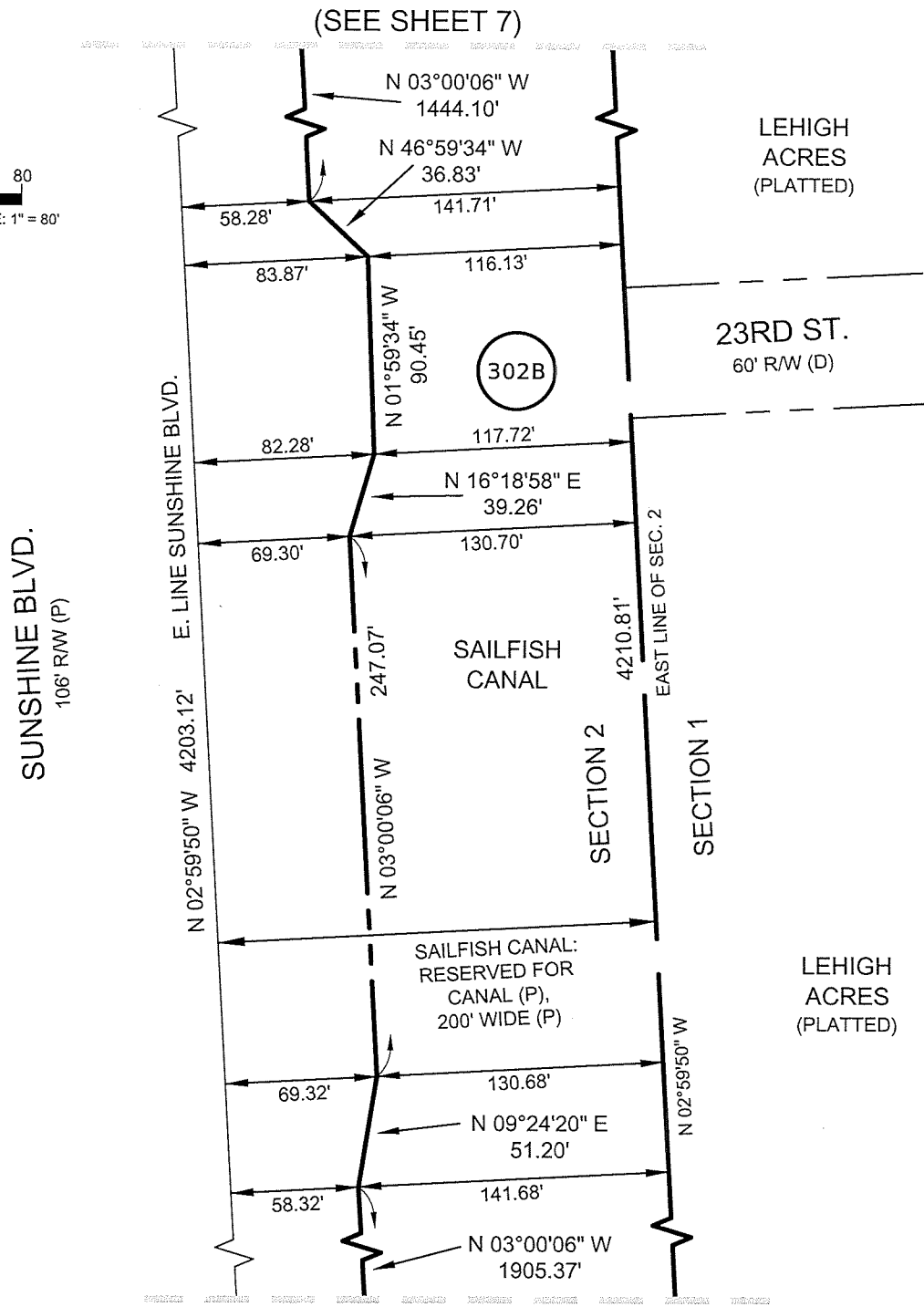
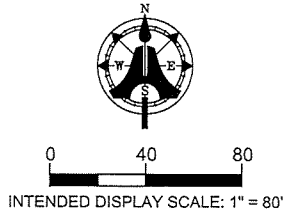
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PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 5 OF 7	

ALICO ROAD PARCEL 302B
LEGAL DESCRIPTION AND SKETCH

Exhibit A

A PARCEL LYING IN SECTIONS 2, 11 & 14, TOWNSHIP 45 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



NOTES:

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2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
4. THIS IS NOT A BOUNDARY SURVEY.

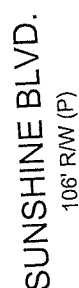
(COORDINATES SHOWN ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



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LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302A

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PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 6 OF 7	



E I NE SUNSHINE BLVD.

N 02°59'50" W 4203.12'

N = 822531.28'
E = 761159.51'

141.83'
N 87°00'10" E

58.17'
N 87°00'10" E

1444.10'

N 03°00'06" W

SECTION 2

EAST LINE OF SEC. 2

SECTION 1

4210.81'
S 02°59'50" E

LEHIGH
ACRES
(PLATTED)

SAILFISH
CANAL

302B

NOTES:

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2. NOT VALID WITHOUT ALL 7 SHEETS
3. FOR LEGEND SEE SHEET 2
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AMERICAN DATUM OF 1983, 2011 ADJUSTMENT)



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LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 302B

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PROJECT NO.: 21-1324	SECTION: 2, 11 & 14	TOWNSHIP: 45 S	RANGE: 26 E	COUNTY: LEE	SHEET 7 OF 7

DESCRIPTION
PROPOSED DRAINAGE EASEMENT
PARCEL 1

A TRACT OR PARCEL OF LAND FOR DRAINAGE PURPOSES LYING IN SECTION 35, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AND SECTION 2, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE ON THE EAST LINE OF SAID SECTION, S.02°59'50"E., A DISTANCE OF 1,008.20 FEET; THENCE DEPARTING SAID LINE, S.87°00'10"W., A DISTANCE OF 125.00 FEET TO A POINT LYING 75 FEET EAST OF THE EASTERLY RIGHT-OF-WAY OF SUNSHINE BOULEVARD, A 106 FOOT RIGHT-OF-WAY, AS RECORDED IN PLAT BOOK 15, PAGES 91 AND 94, OF THE LEE COUNTY, FLORIDA PUBLIC RECORDS; THENCE N.02°59'50"W., A DISTANCE OF 1,011.11 FEET; THENCE N.00°19'53"W., A DISTANCE OF 5,306.26 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,159.04 FEET, (DELTA 00°00'41") (CHORD BEARING N.00°20'35"W.), (CHORD 0.23 FEET) FOR A DISTANCE OF 0.23 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 35; THENCE ON SAID NORTH LINE N.89°29'24"E., A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SECTION 35; THENCE ON THE EAST LINE OF SAID SECTION, S.00°19'53"E., A DISTANCE OF 5,303.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.12 ACRES, MORE OR LESS.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.



Digitally signed
by Kevin M
RisCassi
Date: 2026.09.04
14:49:20 -04'00'

- LEGEND:
- N: = NORTHING (FEET)
 - E: = EASTING (FEET)
 - PB = PLAT BOOK
 - PG = PAGE
 - R/W = RIGHT-OF-WAY
 - A.K.A. = ALSO KNOWN AS
 - P.O.B. = POINT OF BEGINNING
 - TWP = TOWNSHIP

- NOTES:
- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
 - COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
 - BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 35, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING S00°19'53"E.
 - PARCEL CONTAINS 18.12 ACRES, MORE OR LESS.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:
KEVIN M. RISCASSI (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6433
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOT VALID WITHOUT ALL SHEETS IN SET



JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

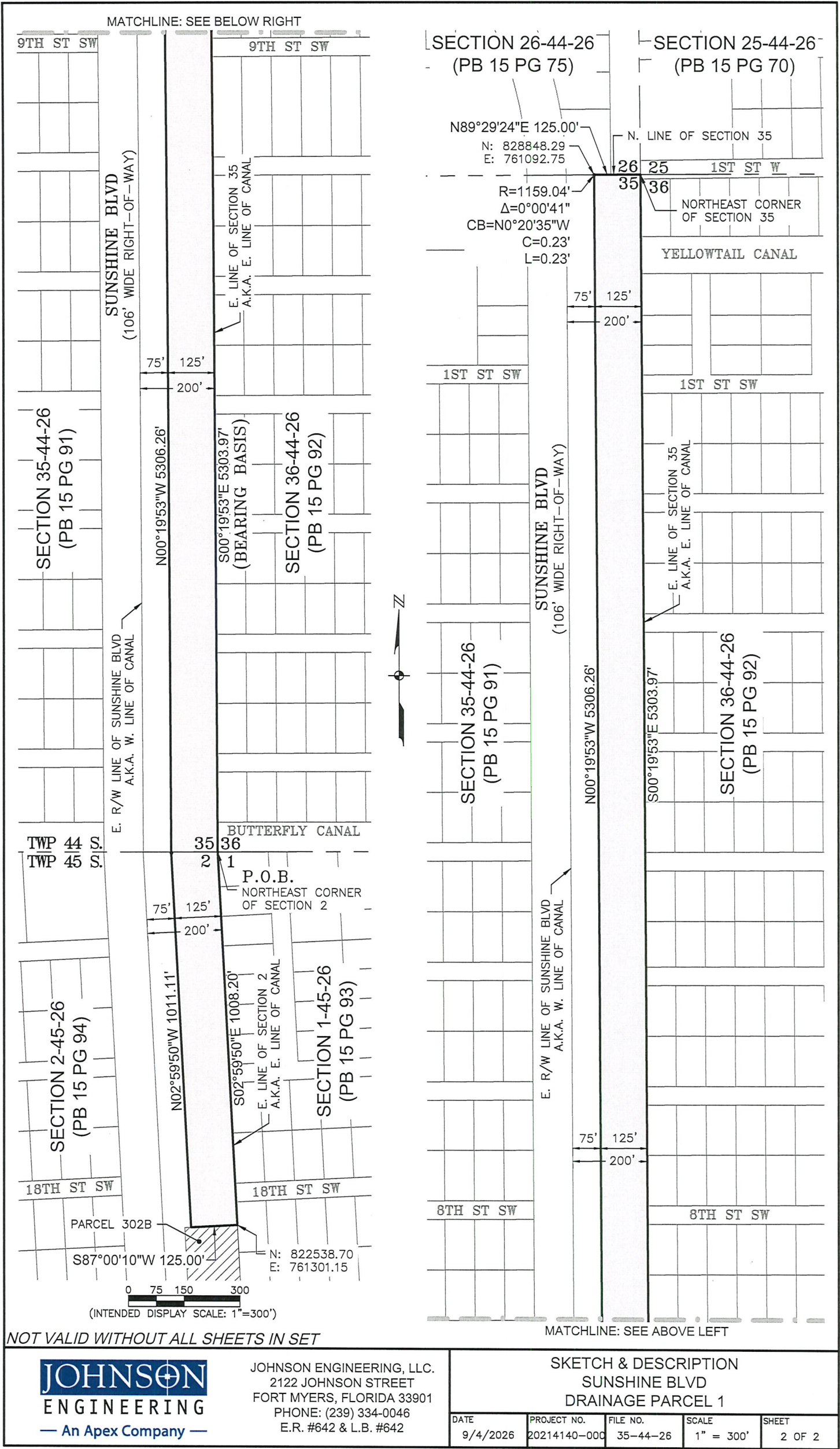
SKETCH & DESCRIPTION
SUNSHINE BLVD
DRAINAGE PARCEL 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9/4/2026	20214140-000	35-44-26	N/A	1 OF 2

Z:\JC\Fort Myers\Drawings\2021\20214140-000\Surveying\Sketches\Sunshine Blvd\20214140-000 - Sunshine Blvd - Drainage Parcel 1 S&D.dwg (1) Timothy.Fuentes Sep 04, 2026 - 2:28pm

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.

Z:\JEF\Fort Myers\Drawings\2021\202114140-000\Surveying\Sketches\Sunshine Blvd\202114140-000 - Sunshine Blvd - Drainage Parcel 1 S&D.dwg (2) Timothy.Fuentes Sep 04, 2026 - 2:28pm



LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Architect Agreement – Theresa Schober

Meeting Date: September 21, 2026

Agenda Item # 3F

☐ CONSENT ☒ ACTION ☐ OLD BUSINESS ☐ NEW BUSINESS

Request Initiated By: ☐ COMMISSIONER _____ ☐ ATTORNEY

☐ BOARD ☒ MANAGER ☐ ENGINEER ☐ AUDITOR

1 Recommended motion: Move to approve the agreement with the Archeologist.

2 What the action accomplishes: Provides LA-MSID with an archeological consultant to assist us with issues related to Leeland Bottomless Lake.

3 Fiscal Impact: \$100/hr.

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER ☒ DIRECTOR OF OPERATIONS
☒ ATTORNEY ☐ FIELD SUPERINTENDENT
☐ ENGINEER ☐ CONTROLLER

6 Board Action:

☐ APPROVED ☐ DENIED ☐ DEFERRED

CONTINUING CONTRACT FOR CULTURAL RESOURCE SERVICES

This AGREEMENT, made and entered into the ____ day of _____, 2026 by and between Theresa M. Schober, LLC, with a mailing address of 15770 Lake Candlewood Drive, Fort Myers, FL 33908, hereinafter referred to as CONSULTANT and the Lehigh Acres Municipal Services Improvement District (LAMSID), with a mailing address of 601 East County Lane, Lehigh Acres, FL 33936 for and in consideration of the following terms and conditions.

PURPOSE OF AGREEMENT. The LAMSID desires to enter into an Agreement with the Consultant to provide ongoing, as needed professional consulting services related to cultural resources within Lehigh Acres, Lee County, Florida.

SCOPE OF WORK. The services to be performed under this contract include individual tasks as may be requested from time to time related to cultural resources and/or interpretive development of Lehigh Bottomless Lake or related projects to be assigned to the Consultant under this Agreement. The Consultant is authorized to proceed only with services specifically requested in writing by the LAMSID and accepted in writing by the Consultant.

COMPENSATION. The Consultant shall be paid for work under this contract based on a fixed fee basis, pursuant to the hourly rates included in Exhibit "A" or on the basis of a negotiated amount documented in advance with a project specific scope and cost proposal. Compensation for services performed under this Agreement shall not exceed a total contract amount of \$_____ ([written amount here] Dollars) for Professional Cultural Resource Services.

PROJECT PERIOD. This Agreement shall be effective upon signature by all contracting parties. The duration of this Agreement is one year from effective date. The period of contract can only be extended by written, mutual agreement.

RESPONSIBILITIES OF CONSULTANT. The Consultant shall perform the services requested consistent with the professional skill and care ordinarily provided by professionals in the same discipline. The Consultant shall perform the services as expeditiously as is consistent with such professional skill and care and the orderly progress of existing LAMSID projects. Any deadlines impacting services will be clearly communicated at the time of request and acceptance in order to ensure the availability of the Consultant.

RESPONSIBILITIES OF LAMSID. The LAMSID will provide necessary documents, materials, or information to the Consultant to facilitate work requested and will coordinate in a timely manner with the Consultant should further information be required so as not to negatively impact the project. Any deadlines impacting services will be clearly communicated at the time of request and acceptance in order to insure project success.

OWNERSHIP OF DOCUMENTS. The Consultant grants the LAMSID a non-exclusive license to use Consultant's documents prepared as part of the services requested. No other license is implied or granted under this Agreement. All instruments of professional service prepared by the

Consultant, including but not limited to field notes, maps and research in the generation of deliverables are the property of the Consultant. The Consultant retains all rights, including copyrights, in its documents. The LAMSID and others may not use the Consultant's documents to complete a requested project without the Consultant's express permission and/or continued involvement unless the Consultant is found to have materially breached this Agreement.

RECORDS. The Consultant shall, at its own expense, maintain all records showing the progress of the work and the expenses incurred by the Consultant. Any and all work product stemming from this Agreement shall be delivered to the Client upon request.

INDEPENDENT CONTRACTOR. The parties acknowledge that the Consultant is an independent entity and not an employee of the LAMSID. The Consultant agrees not to enter into any subcontracts for any of the services contemplated under this Agreement without obtaining prior written approval of the LAMSID.

INSURANCE. The Consultant acknowledges that it shall maintain workers' compensation insurance in satisfaction of applicable state law and that the Consultant has in place and shall maintain commercial general liability and professional liability insurance policies with the minimum limits listed below. Coverages shall remain in effect during the entire duration of this Agreement.

COVERAGE	LIABILITY LIMITS
Professional Liability	\$1,000,000 per claim and annual aggregate
Commercial General Liability	\$1,000,000 each occurrence and general aggregate
Workers Compensation	Statutory limits

INDEMNIFICATION. The LAMSID and the Consultant each agree to indemnify and hold the other, and their respective officers, employees, and representatives harmless from and against liability for losses, damages, and expenses, including reasonable attorneys' fees as are awarded according to applicable law, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

TERMINATION. The Agreement may be terminated by either party with seven (7) days written notice should the other party fail substantially to perform in accordance with the terms and conditions through no fault of the party initiating the termination. Written notice shall include a clear explanation of the cause for termination and a description of all previous attempts to resolve the issue(s). If the LAMSID terminates this Agreement, the Consultant shall be compensated for all services performed to the termination date to the extent such services are documented and accepted by the LAMSID.

COMPLIANCE WITH LAWS. The Consultant hereby affirms that it is familiar with and will abide by all applicable federal, state, and local laws and regulations that are in any way related to work under this contract, including but not limited to laws and regulations governing cultural resources and human remains.

SEVERABILITY. The Parties agree that if any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

GOVERNING LAW. This Agreement shall be interpreted under the laws of the State of Florida.

ENTIRE AGREEMENT. This contract is the full and entire Agreement between the Consultant and the LAMSID.

IN WITNESS WHEREOF, the LAMSID and the Consultant have executed this Agreement the day and year indicated below.

As to **Consultant**
Theresa M. Schober LLC

Date

As to **Lehigh Acres Municipal Services**
Improvement District

Date

Theresa M. Schober, LLC

Archaeological & Historical Consultant

EXHIBIT "A"

Hourly billing rate(s) and fee schedule for services, 2026:

Consultant	\$100/hour
Consultant travel	½ hourly rate
Reimbursable expenses ¹	At cost
Mileage	Federal rate

¹Reimbursable expenses include printing/reproduction of deliverables, postage, travel (mileage at federal rate), and other miscellaneous expenses.

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT

AGENDA ITEM SUMMARY

Subject: Leeland Bottomless Lake Building and Park

Meeting Date: September 21, 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 procedure for replacing the Manager by October 31, 2027.

3 Fiscal Impact:

4 Staff comments:

5 Staff review and recommended approval:

☒ MANAGER	☒ DIRECTOR OF OPERATIONS
☒ 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: September 21, 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:**

3 **Fiscal Impact:**

4 **Staff comments:**

5 **Staff review and recommended approval:**

☒ MANAGER	☒ DIRECTOR OF OPERATIONS
☒ ATTORNEY	☐ FIELD DIRECTOR
☐ ENGINEER	☐ FINANCE DIRECTOR

6 **Board Action:**

☐ APPROVED ☐ DENIED ☐ DEFERRED

AIM Engineering & Surveying, Inc.

September 4, 2026

Board of Commissioners
Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Re: Engineer's Report for the September 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. Construction was completed in August 2026. Grant closeout items will continue in the following months.

The project is anticipated to have a ribbon-cutting ceremony scheduled for October 2026.

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 October 2026. The design team recently coordinated with the Apex/WSA modeling team to refine the weir in Bedman Creek to improve its functionality and maintainability.

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 worked 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. The model should be ready for alternative analysis in October.

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 Project 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

- **Meeting with Commissioner Petrosky** - Ms. Ruth Anglickis and I met with the Commissioner, Dave Harner, County Manager and Mac Young Director of Park and Rec. to Discuss the recognition of the Lucky Lee Ranch within Frank Mann Preserve. The discussion was positive and we plan to meet soon to review LA-MSID's project and how the park function will integrate.

OLD BUSINESS

- **Interpretive Center – The** FDEP process of approving our interpretive center and appurtenances on the 19-acre Leeland Bottomless Lake has concluded with an approval!

The next step will be to draft and execute the FDEP Grant agreement for the project. Staff has provided all information necessary.

- **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 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. With the help of Seth Behn of Lewis, Longman and Walker, we are very close to a final draft of an agreement that will release the many projects listed in the agreement!

- **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 spentThe 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. The permits have been applied for.
- **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.

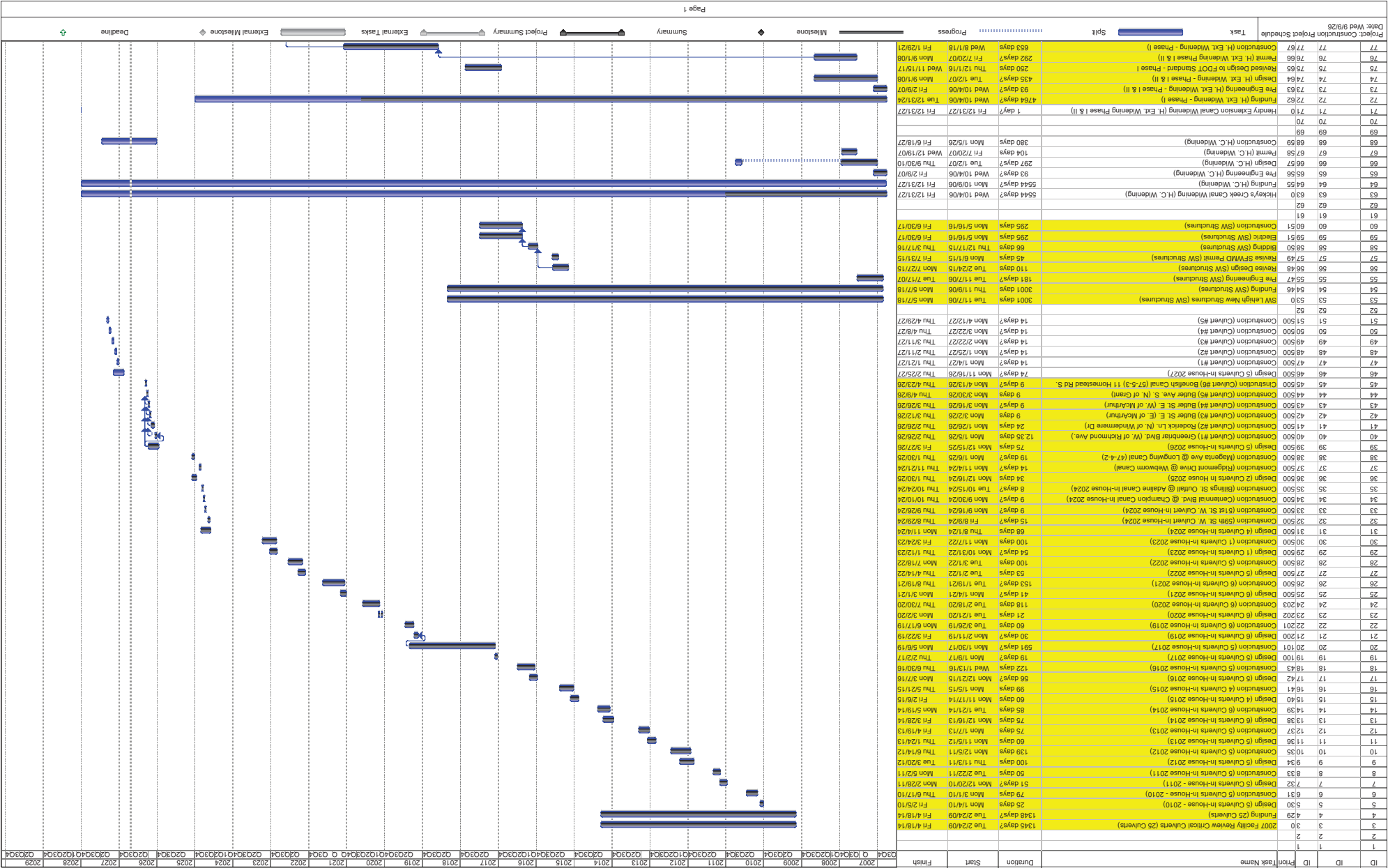
- Staff is reviewing policies to stay on top of our goals and keep the public up to date on our projects.
- We are continuing with our consistent social media posts. Staff has implemented a LA-MSID In Action & Water Quality Wednesday series of social media posts to showcase the work the District does. It has received great feedback and increased community involvement. Our reach has increased 200% in the last month.
- The Wings Over Water Festival date for 2027 is January 23rd!
- 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 Hams 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.
- The CREST Phase III ribbon cutting will be held October 19th at the CREST project site.

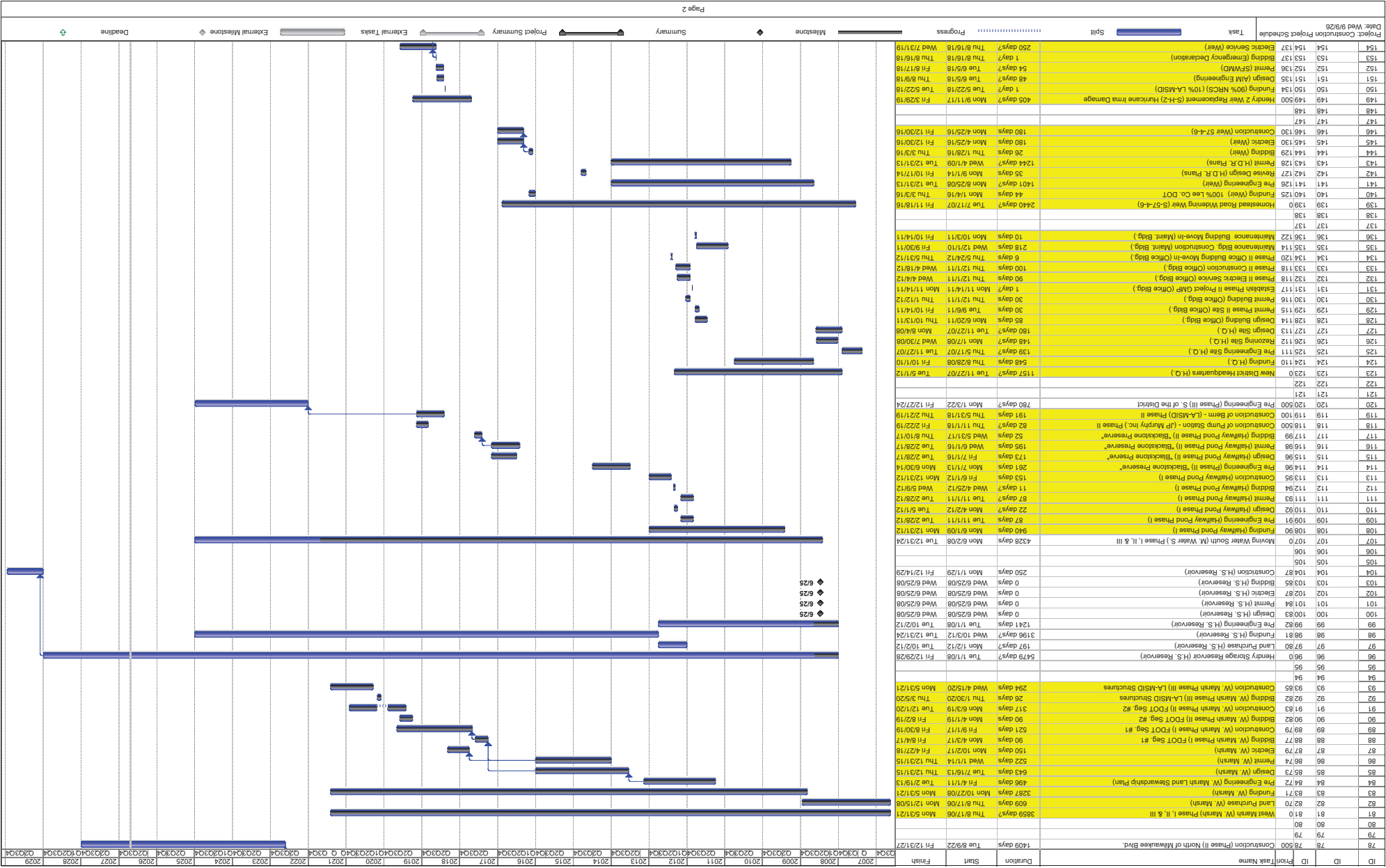
EMPLOYEES

- **Employee of the Month for September '26 is Ricky Acosta.** Ricky is a seasoned Heavy Equipment Operator III who has dedicated eight years of service to LA-MSID. At the start of the mowing season, he eagerly stepped in to fill a critical gap when we were down a tractor operator. Demonstrating a strong commitment to professional growth, Ricky has also enrolled in ESOL classes to enhance his English communication skills. His positive attitude is contagious; he always greets everyone with a smile and brings wonderful energy to the team.

➤ **Upcoming Events:**

None at this time.





ID	ID	Task Name	Duration	Start	Finish	Wbs 7/31/19
155	155	Construction (J.P. Murphy, Inc.)	250 days	Mon 8/16/18	Wed 7/31/19	
156	156					
157	157					
158	158	CR&S Storage (Dog/Hendry Connection)	1632 days?	Mon 9/11/17	Tue 9/17/26	
159	159	Funding (Phase I) Construction) S-H-2 Weir	159.500	Tue 5/22/18	Tue 5/22/18	
160	160	Design (Phase I) SFWMD	48 days?	Tue 6/5/18	Thu 6/9/18	
161	161	Permit (Phase I) SFWMD	161.500	Thu 6/5/18	Fri 6/17/18	
162	162	Construction (Phase I) S-H-2 Weir	162.500	Thu 6/16/18	Thu 6/16/18	
163	163	Construction (Phase I) S-H-2 Weir	163.500	Thu 6/16/18	Wed 7/31/19	
164	164	Funding (Phase II) Construction) Structures/Filler Marsh	165.500	Mon 11/1/21	Mon 11/1/21	
165	165	Design (Phase II) SFWMD	415 days?	Tue 4/21/20	Fri 12/31/19	
166	166	Permit (Phase II) SFWMD	166.500	Mon 11/1/21	Fri 12/22	
167	167	Construction (Phase II) Structures/Filler Marsh	167.500	Thu 10/6/22	Wed 11/9/22	
168	168	Construction (Phase II) SFWMD	267 days	Tue 1/24/23	Wed 1/31/24	
169	169	Permit (Phase II) SFWMD	87 days?	Thu 1/21/22	Thu 3/31/23	
170	170	Bidding (Phase III) SFWMD	32 days	Wed 1/31/24	Thu 3/14/24	
171	171	Construction (Phase III - Lake Excavation)	600 days	Wed 5/15/24	Tue 9/1/26	
172	172	Paintings (South Storage Cell)	21 days	Tue 9/2/25	Tue 9/30/25	
173	173	Paintings (North Storage Cell)	92 days	Fri 2/6/26	Mon 6/15/26	
174	174	Paintings (Restored Area)	3 days?	Wed 6/5/26	Fri 6/7/26	
175	175	S-H-1 Weir Replacement	815 days?	Mon 6/1/20	Sat 7/15/22	
176	176	Funding	176.500	Mon 6/1/20	Sat 7/15/22	
177	177	Design	262 days?	Mon 6/1/20	Tue 6/1/21	
178	178	Permit (SFWMD)	179.500	Tue 12/1/20	Sat 7/31/21	
179	179	Bidding	31 days	Thu 9/23/21	Thu 11/4/21	
180	180	Construction	400 days	Mon 11/2/22	Sat 7/15/23	
181	181					
182	182					
183	183					
184	184	Frank Mann Preserve "GS-10"	184.500	Mon 11/4/16	Fri 11/28/29	
185	185	Concept Plan	185.500	Mon 11/4/16	Wed 11/30/16	
186	186	Land Purchase	186.500	Thu 4/25/19	Thu 4/25/19	
187	187	Land Stewardship Plan	187.500	Mon 11/6/20	Tue 3/16/21	
188	188	Land Easement Negotiation/Removal	188.500	Mon 9/27/21	Wed 12/31/25	
189	189	Phase II - Plans	190.500	Tue 6/17/21	Fri 7/31/26	
190	190	Permitting (SFWMD)	191.500	Fri 7/31/26	Thu 12/31/26	
191	191	Bidding (Phase I)	192.500	Thu 1/21/27	Wed 3/24/27	
192	192	Construction (Phase I)	193.500	Thu 3/25/27	Fri 3/23/29	
193	193	Construction (Phase II)	194.500	Mon 4/12/28	Fri 11/28/29	
194	194					
195	195					
196	196	South Marsh Biom Repeats (Purcane Inn)	196.500	Mon 10/12/22	Thu 12/1/22	

[illegible]

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
COMBINED BALANCE SHEET
JULY 31, 2026 (UN-AUDITED)

	Capital Project Funds					
	General	Debt Service	Capital Projects	Capital Equipment	Bridge Renewal Replacement	Total
ASSETS						
Cash and Cash Equivalents	\$ 2,569,363.10	\$ 1,011,463.01	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,580,826.11
Due from Other Governments	38,027.91	0.00	112,515.00	0.00	0.00	150,542.91
Due from Other Funds	505,521.61	0.00	0.00	86,870.71	0.00	592,392.32
Accounts Receivable, net	664,575.35	0.00	0.00	0.00	0.00	664,575.35
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	4,847,316.46	0.00	371,345.16	455,942.52	1,681,239.73	7,355,843.87
Total Assets	<u>\$ 8,642,040.56</u>	<u>\$ 1,011,463.01</u>	<u>\$ 483,860.16</u>	<u>\$ 542,813.23</u>	<u>\$ 1,681,239.73</u>	<u>\$ 12,361,416.69</u>
LIABILITIES, DEFERRED INFLOWS & FUND BALANCE						
LIABILITIES						
Accounts Payable	218,751.63	0.00	128,353.33	0.00	37.96	347,142.92
Retainage Payable	0.00	0.00	1,000.00	0.00	0.00	1,000.00
Due to Other Funds	(4,074.83)	4,074.83	591,059.61	0.00	1,332.71	592,392.32
Deferred Revenues	0.00	0.00	0.00	1,500.00	0.00	1,500.00
Deposits	24,062.91	0.00	0.00	17,167.20	0.00	41,230.11
Accrued Liabilities	(3.93)	0.00	0.00	0.00	0.00	(3.93)
Total Liabilities	<u>238,735.78</u>	<u>4,074.83</u>	<u>720,412.94</u>	<u>18,667.20</u>	<u>1,370.67</u>	<u>983,261.42</u>
DEFERRED INFLOWS						
Unavailable Revenue - Grants	<u>644,087.45</u>	<u>0.00</u>	<u>112,515.00</u>	<u>0.00</u>	<u>0.00</u>	<u>756,602.45</u>
Total Deferred Inflows	<u>644,087.45</u>	<u>0.00</u>	<u>112,515.00</u>	<u>0.00</u>	<u>0.00</u>	<u>756,602.45</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>2,010,631.56</u>	<u>150,704.01</u>	<u>(623,424.51)</u>	<u>605,283.25</u>	<u>327,067.90</u>	<u>2,470,262.21</u>
Total Fund Balance	<u>7,859,217.33</u>	<u>1,007,388.18</u>	<u>(349,067.78)</u>	<u>524,146.03</u>	<u>1,679,869.06</u>	<u>10,721,552.82</u>
Total Liabilities, Deferred Inflows & Fund Balance	<u>\$ 8,742,040.56</u>	<u>\$ 1,011,463.01</u>	<u>\$ 483,860.16</u>	<u>\$ 542,813.23</u>	<u>\$ 1,681,239.73</u>	<u>\$ 12,461,416.69</u>

LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
JULY 31, 2026 (UN-AUDITED)
YEAR-TO-DATE

	CAPITAL PROJECT FUNDS					Total
	General	Debt Service	Capital Projects	Capital Equipment	Bridge Renewal Replacement	
REVENUES						
Tax Assessments	\$ 7,811,256.46	\$ 0.00	\$ 0.00	\$ 0.00	\$ 285,000.00	\$ 8,096,256.46
Tax Assessments - PY/Penalties/Interest	0.00	0.00	0.00	33,866.18	0.00	33,866.18
Tax Assessments - Discounts	(225,096.07)	0.00	0.00	0.00	0.00	(225,096.07)
Permit Fees	0.00	0.00	0.00	880,032.50	0.00	880,032.50
Intergovernmental - Grants	0.00	0.00	1,323,302.60	0.00	0.00	1,323,302.60
Miscellaneous Revenue	158,013.05	0.00	123,790.39	0.00	0.00	281,803.44
Interest Income	172,982.07	17,721.74	21,966.79	6,515.57	45,819.08	265,005.25
Total Revenues	<u>\$ 7,917,155.51</u>	<u>\$ 17,721.74</u>	<u>\$ 1,469,059.78</u>	<u>\$ 920,414.25</u>	<u>\$ 330,819.08</u>	<u>\$10,655,170.36</u>
EXPENDITURES						
Current						
Physical Environment						
Administration						
Personal Services	1,260,399.90	0.00	0.00	0.00	0.00	1,260,399.90
Operating Expenses	759,937.47	0.00	0.00	0.00	0.00	759,937.47
Total Administration	<u>2,020,337.37</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,020,337.37</u>
Field Operations						
Personal Services	2,394,208.82	0.00	0.00	0.00	0.00	2,394,208.82
Operating Expenses	739,963.22	0.00	0.00	0.00	3,751.18	743,714.40
Total Field Operations	<u>3,134,172.04</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,751.18</u>	<u>3,137,923.22</u>
Capital Outlay	0.00	0.00	2,092,484.29	386,781.00	0.00	2,479,265.29
Debt Service						
Principal	0.00	586,067.15	0.00	0.00	0.00	586,067.15
Interest	0.00	32,965.12	0.00	0.00	0.00	32,965.12
Total Debt Service	<u>0.00</u>	<u>619,032.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>619,032.27</u>
Total Expenditures	<u>\$ 5,154,509.41</u>	<u>\$ 619,032.27</u>	<u>\$ 2,092,484.29</u>	<u>\$ 386,781.00</u>	<u>\$ 3,751.18</u>	<u>\$ 8,256,558.15</u>
Excess of Revenues over (under) expenditures	<u>\$ 2,762,646.10</u>	<u>\$ (601,310.53)</u>	<u>\$ (623,424.51)</u>	<u>\$ 533,633.25</u>	<u>\$ 327,067.90</u>	<u>\$ 2,398,612.21</u>
OTHER FINANCING SOURCES (USES)						
Transfers In	0.00	752,014.54	0.00	0.00	0.00	752,014.54
Transfers Out	(752,014.54)	0.00	0.00	0.00	0.00	(752,014.54)
Proceeds from Sale of Fixed Assets	0.00	0.00	0.00	71,650.00	0.00	71,650.00
Total other financing sources and uses	<u>(752,014.54)</u>	<u>752,014.54</u>	<u>0.00</u>	<u>71,650.00</u>	<u>0.00</u>	<u>71,650.00</u>
Net change in fund balance	2,010,631.56	150,704.01	(623,424.51)	605,283.25	327,067.90	2,470,262.21
Fund Balance - Beginning	5,848,585.77	856,684.17	274,356.73	(81,137.22)	1,352,801.16	8,251,290.61
Fund Balance - Ending	<u>\$ 7,859,217.33</u>	<u>\$ 1,007,388.18</u>	<u>\$ (349,067.78)</u>	<u>\$ 524,146.03</u>	<u>\$ 1,679,869.06</u>	<u>\$10,721,552.82</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 July 31, 2026 (Un-Audited)

Benchmark 83.33 %

	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	7,811,256.46	80,721.24	101.04
Tax Assessments - Discounts	(231,916.06)	(225,096.07)	6,819.99	97.06
Permit Fees	0.00	0.00	0.00	0.00
Miscellaneous Revenue	38,529.76	158,013.05	119,483.29	410.11
Interest Income	125,000.00	172,982.07	47,982.07	138.39
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	7,662,148.92	7,917,155.51	255,006.59	103.33
EXPENDITURES				
Current				
Physical Environment				
Administration				
Personal Services	1,743,975.00	1,260,399.90	483,575.10	72.27
Operating Expenses	774,475.00	759,937.47	14,537.53	98.12
Total Administration	2,518,450.00	2,020,337.37	498,112.63	80.22
Stormwater Operations				
Personal Services	3,250,783.00	2,394,208.82	856,574.18	73.65
Operating Expenses	979,176.30	739,963.22	239,213.08	75.57
Total Stormwater Operations	4,229,959.30	3,134,172.04	1,095,787.26	74.09
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	5,154,509.41	1,593,899.89	76.38
Excess of Revenues over (under) Expenditures	913,739.62	2,762,646.10	1,848,906.48	302.35
OTHER FINANCING SOURCES (USES)				
Transfers Out	(1,215,224.54)	(752,014.54)	463,210.00	61.88
Total Other Financing Sources and Uses	(1,215,224.54)	(752,014.54)	463,210.00	61.88
Net Change in Fund Balance	(301,484.92)	2,010,631.56	2,312,116.48	(666.91)
Fund Balance - Ending	5,428,940.18	7,859,217.33	2,430,277.15	144.77

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 July 31, 2026 (Un-Audited)

Benchmark 83.33 %

	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	17,721.74	10,721.74	253.17
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	7,000.00	17,721.74	10,721.74	253.17
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	586,067.15	214,282.54	73.23
Interest	48,874.85	32,965.12	15,909.73	67.45
Other	0.00	0.00	0.00	0.00
Total Debt Service	849,224.54	619,032.27	230,192.27	72.89
Total Expenditures	849,224.54	619,032.27	230,192.27	72.89
Excess of Revenues over (under) Expenditures	(842,224.54)	(601,310.53)	240,914.01	71.40
OTHER FINANCING SOURCES (USES)				
Transfers In	849,224.54	752,014.54	(97,210.00)	88.55
Total Other Financing Sources and Uses	849,224.54	752,014.54	(97,210.00)	88.55
Net Change in Fund Balance	7,000.00	150,704.01	143,704.01	2,152.91
Fund Balance - Ending	863,684.17	1,007,388.18	143,704.01	116.64

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 83.33 %

	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	21,966.79	1,966.79	109.83
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	10,785,000.00	1,469,059.78	(9,315,940.22)	13.62
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	2,092,484.29	8,882,515.71	19.07
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	2,092,484.29	8,882,515.71	19.07
Excess of Revenues over (under) Expenditures	(190,000.00)	(623,424.51)	(433,424.51)	328.12
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)	(623,424.51)	(433,424.51)	328.12
Fund Balance - Ending	1,762,760.25	(349,067.78)	(2,111,828.03)	(19.80)

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 83.33 %

	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	33,866.18	33,866.18	0.00
Permit Fees	50,000.00	880,032.50	830,032.50	1,760.07
Interest Income	3,600.00	6,515.57	2,915.57	180.99
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	53,600.00	920,414.25	866,814.25	1,717.19
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)	533,633.25	890,033.25	(149.73)
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	605,283.25	595,683.25	6,305.03
Fund Balance - Ending	(186,251.02)	524,146.03	710,397.05	(281.42)

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 83.33 %

	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	45,819.08	30,819.08	305.46
Prior Year Surplus	0.00	0.00	0.00	0.00
Total Revenues	300,000.00	330,819.08	30,819.08	110.27
EXPENDITURES				
Current				
Physical Environment				
Administration				
Total Administration	0.00	0.00	0.00	0.00
Stormwater Operations				
Operating Expenses	50,000.00	3,751.18	46,248.82	7.50
Total Stormwater Operations	50,000.00	3,751.18	46,248.82	7.50
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	3,751.18	46,248.82	7.50
Excess of Revenues over (under) Expenditures	250,000.00	327,067.90	77,067.90	130.83
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	327,067.90	77,067.90	130.83
Fund Balance - Ending	1,884,673.97	1,679,869.06	(204,804.91)	89.13



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 August 2026. 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 65% and the Slope mowers have completed 45% of the third cycle.

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 August.

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
Account Detail 8/21/2026 to 9/30/2026

<u>Date</u>	<u>Post Type</u>	<u>Source</u>	<u>Reference</u>	<u>Description</u>	<u>Units</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
0001-0001-538-3100 Legal Fees								0.00
8/27/2026 Actual		A/P	SCB-170138	Lewis Longman & Walker P.A. General Counsel through 08/27/26		5,254.46		5,254.46
0001-0001-538-3100 Legal Fees Total					0.00	5,254.46	0.00	5,254.46
0001-0001-538-3110 Legislative Fees								0.00
9/11/2026 Actual		A/P	MCL-170311	Lewis Longman & Walker P.A. Legislative Representation		4,000.00		4,000.00
0001-0001-538-3110 Legislative Fees Total					0.00	4,000.00	0.00	4,000.00
Report Total					0.00	9,254.46	0.00	9,254.46

Lehigh Acres Municipal Services Improvement District Account Detail 8/01/2026 to 9/30/2026

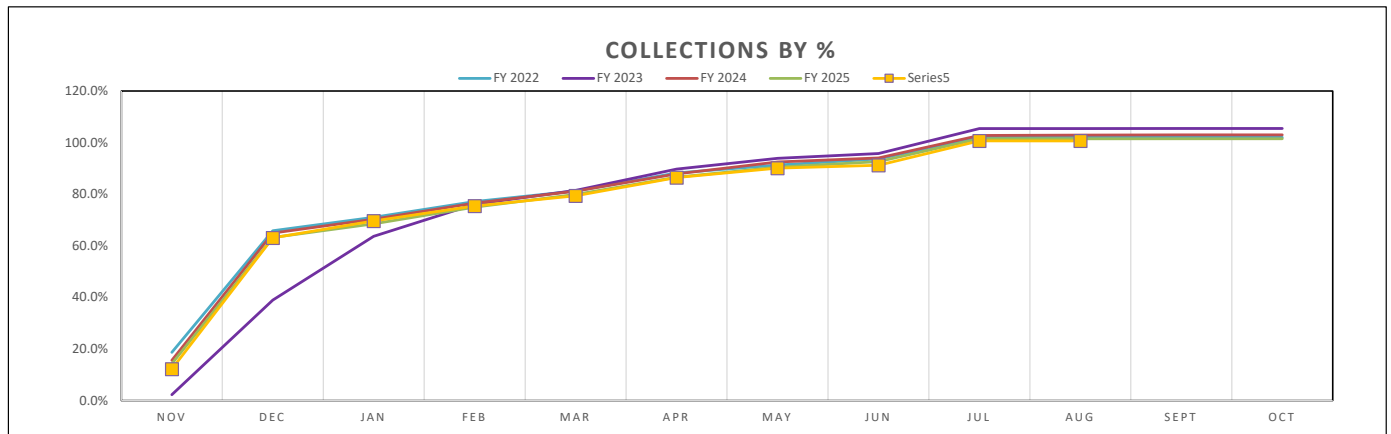
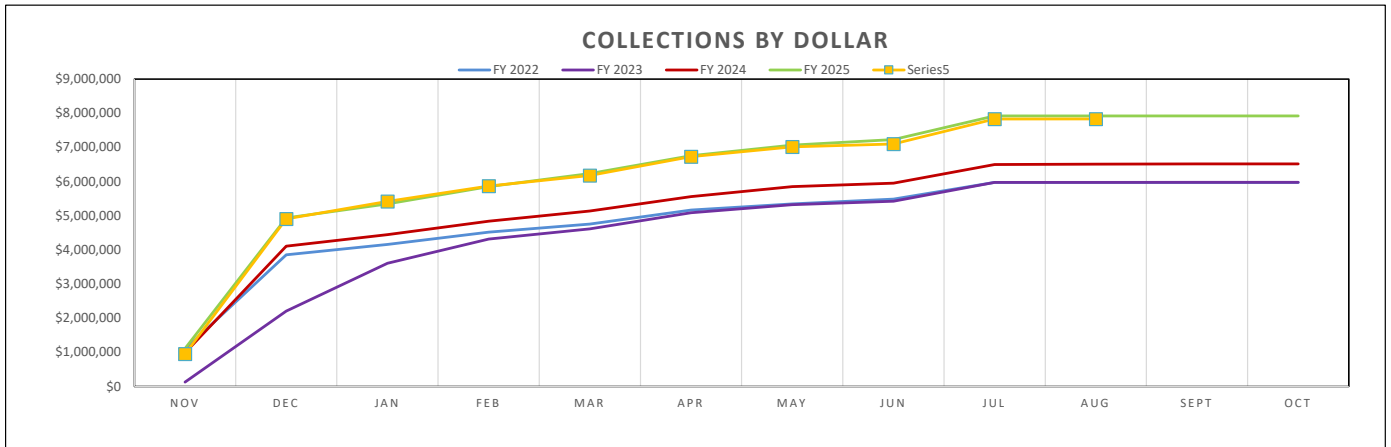
<u>Date</u>	<u>Post Type</u>	<u>Source</u>	<u>Reference</u>	<u>Description</u>	<u>Units</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
0001-0001-538-3130 Engineering								0.00
8/28/2026 Actual		A/P	252166-11	AIM Engineering & Surveying, Inc. General Engineering through 08/28/26		1,463.75		1,463.75
0001-0001-538-3130 Engineering Total					0.00	1,463.75	0.00	1,463.75
0306-4067-538-3130 GS-10 - Engineering								0.00
8/28/2026 Actual		A/P	252112-8	AIM Engineering & Surveying, Inc. Frank Mann Preserve, Phase 2 Project through 08/28/26		1,350.00		1,350.00
8/28/2026 Actual		A/P	211364-56	AIM Engineering & Surveying, Inc. CHANGE ORDER NO. 01 – GS-10 Stormwater Storage and Treatment Project through 08/28/26		2,742.50		4,092.50
0306-4067-538-3130 GS-10 - Engineering Total					0.00	4,092.50	0.00	4,092.50
0306-4071-538-3130 Sink Hole-Engineering								0.00
8/28/2026 Actual		A/P	252166-11	AIM Engineering & Surveying, Inc. General Engineering through 08/28/26		2,163.50		2,163.50
0306-4071-538-3130 Sink Hole-Engineering Total					0.00	2,163.50	0.00	2,163.50
0306-4072-538-3130 Robust Parcel- Engineering								0.00
8/28/2026 Actual		A/P	252111-13	AIM Engineering & Surveying, Inc. Change Order No. 01-Robust through 08/28/26		30,892.00		30,892.00
8/28/2026 Actual		A/P	252051-13	AIM Engineering & Surveying, Inc. ROBUST PHII: This scope of work is for the design, post-design, and construction-phase services related to ROBUST Phase 2 through 08/28/26		8,087.50		38,979.50
0306-4072-538-3130 Robust Parcel- Engineering Total					0.00	38,979.50	0.00	38,979.50
0306-4076-538-3130 Sunshine/Alico Widening								0.00
8/28/2026 Actual		A/P	262241-4	AIM Engineering & Surveying, Inc. Sunshine/Alico Road Connector Modeling Analysis through 08/28/26		771.00		771.00
0306-4076-538-3130 Sunshine/Alico Widening Total					0.00	771.00	0.00	771.00

Lehigh Acres Municipal Services Improvement District Account Detail 8/01/2026 to 9/30/2026

<u>Date</u>	<u>Post Type</u>	<u>Source</u>	<u>Reference</u>	<u>Description</u>	<u>Units</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
0306-4077-538-3130	New Welcome Sign S.R. 82							0.00
8/28/2026	Actual	A/P	252166-11	AIM Engineering & Surveying, Inc. General Engineering through 08/28/26		3,189.50		3,189.50
0306-4077-538-3130	New Welcome Sign S.R. 82 Total				0.00	3,189.50	0.00	3,189.50
0306-4080-538-3130	RISE Engineering							0.00
8/28/2026	Actual	A/P	252166-11	AIM Engineering & Surveying, Inc. General Engineering through 08/28/26		771.00		771.00
0306-4080-538-3130	RISE Engineering Total				0.00	771.00	0.00	771.00
Report Total					0.00	51,430.75	0.00	51,430.75

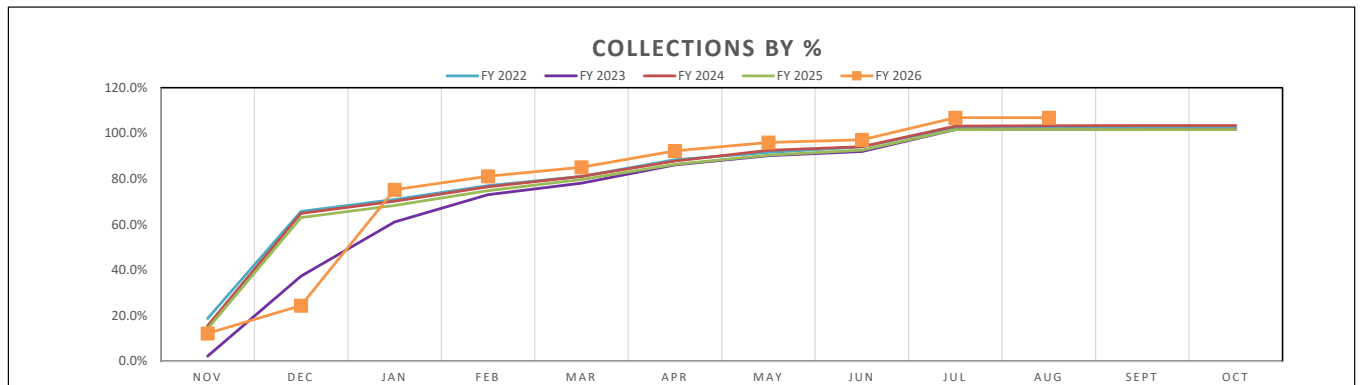
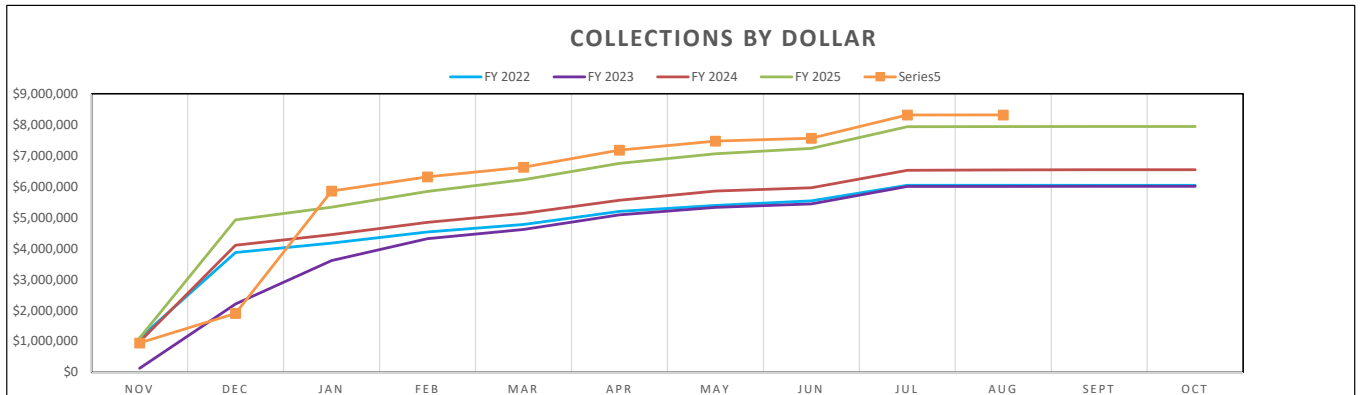
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT
Lee & Hendry County Tax Collections (Cash Basis)
Current Year
Cumulative Tax Revenues: % of Budget and Gross Dollars
FY 2022 - FY 2026

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	73	-	-	7,833,993
		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	7,833,993	7,833,993	7,833,993	
		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	57	-	-	8,316,992
		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	8,316,992	8,316,992	8,316,992	
		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	1,275,930	-	-	11,611,300
		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%	149.2%	149.2%	149.2%	

