



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING AGENDA

April 6, 2022
5:30 p.m.

If you plan to address the City Council, please complete a “Public Comment Card” located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 4:00 p.m. on April 6, 2022.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact Lisa Roberson by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items
8. Zoning and Land Use Items:
 - A. (Public Hearing) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION FOR A GROUP II FOOD AND KINDRED PRODUCTS MANUFACTURING USE, ON A PROPERTY LOCATED IN THE LIGHT INDUSTRIAL (IL) ZONING DISTRICT, PURSUANT TO LAND DEVELOPMENT CODE SECTION 4-718, LOCATED AT 10915 ENTERPRISE

AVENUE, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-04-053)

- B. Request for appeal of administrative interpretation by Entrada appealing the terms of the January 21, 2022 minor change approval letter to the Local Development Order (Case #DOS19-59032-BOS) (Green Sheet No. 22-04-054)

9. Consent Agenda:

- A. Adopt Resolution awarding the Logan Boulevard Landscape & Irrigation Maintenance Project RFB 22-01 to the lowest responsive, responsible bidder, P & T Lawn and Tractor Service, in the annual bid amount of \$152,602.56, upon approval of all documentation. (Green Sheet No. 22-04-043)
- B. Authorize submittal of joint SFWMD Environmental Resource Permit for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project. (Green Sheet No. 22-04-044)
- C. Approve purchase and installation of fourteen solar-powered Rectangle Rapid Flash Beam Two-sided Pedestrian Signals to be installed at crosswalks on West Terry Street. (Green Sheet No. 22-04-047)
- D. Approve Research Service Agreement with FGCU for consulting services to assist with the required Evaluation and Appraisal Review (EAR) process for the City's Comprehensive Plan in an amount not to exceed \$114,621. (Green Sheet No. 22-04-051)
- E. Approve the amendment of the lease agreement with Raul Rubio for the use of Artist Cottage #5 for another one-year term. (Green Sheet No. 22-04-052)
- Opportunity for City Council comments on Consent Agenda

10. Proclamations and Presentations:

- A. Presentation by Dr. Margaret Banyan of FGCU regarding the commencement of the required Evaluation and Appraisal Review (EAR) process of the City's Comprehensive Plan. (Green Sheet No. 22-04-046)

11. Mayor and Council Member Items:

- A. Discussion regarding potential regulations to mitigate noise impacts of pickleball courts. (Quaremba; Green Sheet No. 22-04-048)

12. Public Hearing

- A. (Second Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; UPDATING THE DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS IN CONSIDERATION OF THE 2020 U.S. CENSUS DATA AND IN ACCORDANCE WITH SECTION 53 OF THE CITY CHARTER, STATE AND FEDERAL LAW; PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, CODIFICATION AND SCRIVNER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-04-049)

13. City Attorney's Items:

- A. Discussion of request from the Café of Life regarding lease renewal. (Green Sheet No. 22-04-050)

14. City Manager's Items:

- A. Approve update to employee salary ranges. (Green Sheet No. 22-04-045)

15. Mayor and Council Member Reports

16. Approval of the Minutes

- A. March 2, 2022 City Council Workshop Minutes
- B. March 2, 2022 City Council Meeting Minutes
- C. March 16, 2022 City Council Meeting Minutes

17. Public Comment

18. Adjournment

REQUESTED MOTION: (Public Hearing) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION FOR A GROUP II FOOD AND KINDRED PRODUCTS MANUFACTURING USE, ON A PROPERTY LOCATED IN THE LIGHT INDUSTRIAL (IL) ZONING DISTRICT, PURSUANT TO LAND DEVELOPMENT CODE SECTION 4-718, LOCATED AT 10915 ENTERPRISE AVENUE, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mike Fiigon II, Senior Planner

AGENDA: Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND: This is a special exception request to allow for ice cream manufacturing on a property located in the Light Industrial (IL) zoning district. The site has already been developed and the proposed manufacturing would take place entirely within an enclosed building. The Applicant (Royal Scoop) has filed this request because they have run out of room at their current location, which is a retail/manufacturing hybrid, and due to increased demand for their product, they now need a stand-alone manufacturing facility. The case was reviewed by Staff, utilizing the code-specified special exception criteria.

The case was heard by the Zoning Board on March 15, 2022, and the request was approved by a vote of 6-0.

STAFF RECOMMENDATION: Approve, as conditioned

ATTACHMENTS:

1. Zoning Board Meeting Minutes, March 15, 2022
2. Draft Resolution
3. Staff Report

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved __ Denied __ Deferred __ Other _____



City of Bonita Springs
Land Use Hearings & Adjustments and Zoning Board of Appeals
MINUTES
Tuesday, March 15, 2022
9:00 A.M.

I. CALL TO ORDER

Chairman Anthony Rascio called the meeting to order at 9:00 A.M.

II. INVOCATION

Board Member Russ Winn furnished the invocation.

III. PLEDGE OF ALLEGIANCE

Board Member Gary Gambrell led in the Pledge of Allegiance.

IV. ROLL CALL

Chairman Rascio, Board Members Russ Winn, Ben Hershenson, Lynda Waterhouse, Bruce Galloway and Gary Gambrell were all in attendance. Gerald Benson was not present.

V. APPROVAL OF MINUTES: February 8, 2022

Board Member Lynda Waterhouse motioned to approve the February 8, 2022 meeting minutes, which was seconded by Board Member Ben Hershenson. Motion passed unanimously.

VI. PUBLIC COMMENT

None

VII. PUBLIC HEARINGS

A. CASE NAME: ROYAL SCOOP SPECIAL EXCEPTION (SPE21-86399-BOS)

A SPECIAL EXCEPTION REQUEST FOR A GROUP II FOOD AND KINDRED PRODUCTS MANUFACTURING USE, ON PROPERTY LOCATED IN THE LIGHT INDUSTRIAL (IL) ZONING DISTRICT, PURSUANT TO LDC 4-718.

Mike Fiigon with Community Development gave a brief introduction. In response to Board Member Gambrell request for clarification, Mr. Fiigon stated that the Group 1 activity group was permitted by right, and Groups 2 and 3 require the special exception.

Wayne Arnold, AICP with Q. Grady Minor & Assoc. for the Applicant, furnished a presentation of the Applicant's request for the subject property, which is a former warehouse located at 10915 Enterprise Ave. Mr. Arnold stated that the Applicant's intent is for manufacturing with no retail sales and that the Applicant supports staff's recommendations.

Board Member Hershenson inquired about the number of parking spaces. Mr. Arnold stated they would be used by vendors and employees.

Chairman Rascio asked what the changed condition is since the property is vacant.

Mr. Arnold stated the property has been used for warehousing, and the Applicant needs a manufacturing use. He deferred to the City Attorney.

City Attorney Rooney addressed by explaining the difference between a consideration and a finding. Discussion ensued.

Board Member Hershenson made a motion to approve the request, which was seconded by Chairman Rascio.

PUBLIC COMMENT:

None

MOTION:	Motion to Approve Special Exception
RESULT:	6-0
MOTION BY:	Board Member Hershenson
SECOND BY:	Chairman Rascio
OPPOSED:	None

VIII. CASE UPDATE: CAUSEWAY CAR SALES, SPORTS CHALLENGE, BONITA GOLF AND COUNTRY CLUB, AND BONITA DINER.

All were approved by City Council. Sports Challenge was approved but with the Zoning Board's landscaping height recommendation removed.

IX. NEXT MEETING: April 12, 2022 at 9:00 A.M. (tentative)

X. ADJOURNMENT

There being no further items to discuss, meeting adjourned at 9:23 a.m.

Respectfully submitted,

Teresa Cannon, Recording Secretary

Approved by the Land Use Hearings & Adjustments and Zoning Board of Appeals on the ____ day of _____, 2022.

Anthony Rascio, Chairman

Draft

CITY OF BONITA SPRINGS
ZONING RESOLUTION NO. 22 – XX

A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION FOR A GROUP II FOOD AND KINDRED PRODUCTS MANUFACTURING USE, ON A PROPERTY LOCATED IN THE LIGHT INDUSTRIAL (IL) ZONING DISTRICT, PURSUANT TO LAND DEVELOPMENT CODE SECTION 4-718, LOCATED AT 10915 ENTERPRISE AVENUE, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Royal Scoop Property Management, LLC is the owner of record for the subject parcels; and

WHEREAS, the Applicant is seeking a special exception request to allow a Group II Food and Kindred Products Manufacturing use, on property located in Light Industrial (IL) zoning district use pursuant to Section 4-718 of the City's land development code ("LDC"); and

WHEREAS, a Public Hearing was advertised and heard on March 15, 2022 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case SPE21-86399-BOS who unanimously recommended approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

WHEREAS, City Council at their April 6, 2022 zoning meeting considered the record of the Zoning Board on Case SPE21-86399-BOS, as well as a transcript of the Zoning Board hearing submitted as part of the City Council hearing record, and gave full consideration of the Staff Recommendation, the evidence and testimony, including the expert opinion of the Applicant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request for a special exception with the following conditions:

Conditions:

1. This special exception will be valid for the current applicant/owner.

2. The Bonita Springs Noise Control Ordinance remains in full force and effect.
3. Additional information or changes to the plan not covered by this approval may require additional approvals. Such approvals will follow the processes outlined in the Land Development Code.
4. Approval of this special exception request does not guarantee approval of a local development or building permit.
5. Unless modified by this approval, the property shall be consistent with the regulations of the Land Development Code for the Light Industrial zoning district.

Findings and Conclusions:

Based upon an analysis of the application and the standards for approval of special exception and as conditioned, the Bonita Springs City Council makes the following findings and conclusions:

1. The Applicant has proven entitlement for the requested special exception by demonstrating compliance with the Bonita Springs Comprehensive Plan and Land Development Code.

SECTION TWO: RECORD

This Resolution incorporates all exhibits, staff reports, attachments, evidence and testimony presented before the Zoning Board and City Council.

SECTION THREE: EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of April, 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:
Carr Corrie
Purdon Quaremba
Forbes Steinmeyer
Gibson

Date filed with City Clerk: _____

TABLE OF CONTENTS
SPE21-86399-BOS

Staff Report	Page 2
Request and Staff Recommendation	Page 2
Application Summary	Page 3
Background and Informational Analysis	Page 4
Special Exception Criteria	Page 4
Surrounding Zoning	Page 8
Neighborhood Compatibility	Page 8
Environmental Considerations	Page 8
Traffic	Page 8
Comprehensive Plan Considerations	Page 9
Findings and Conclusion	Page 10
Recommendation	Page 11
Conditions of Approval	Page 11
Exhibit A: Sketch and Legal Description	Page 12
Attachment A: Site Plan	Page 13
Attachment B: Application Backup	Page 14

**BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT**

PROJECT NAME: ROYAL SCOOP MANUFACTURING

TYPE OF CASE: SPECIAL EXCEPTION

CASE NUMBER: SPE21-86399-BOS

HEARING DATE: MARCH 15, 2022

PLANNER: MIKE FIIGON II

REQUEST AND STAFF RECOMMENDATION

A special exception request for a Group II Food and Kindred Products Manufacturing use, on property located in the Light Industrial (IL) zoning district, pursuant to LDC 4-718.

Deviations Requested: None

Staff recommends **APPROVAL** of the request in conjunction with the conditions outlined later in this Staff Report.

I. APPLICATION SUMMARY:

A. Applicant: Royal Scoop Property Management, LLC

B. Agent: Q. Grady Minor & Associates, P.A.; D. Wayne Arnold

C. Request: A special exception request for a Group II Food and Kindred Products Manufacturing use, on property located in the Light Industrial (IL) zoning district, pursuant to LDC 4-718.

D. Location: 10915 Enterprise Avenue, Bonita Springs, Florida 34135

E. Future Land Use Designation, Current Zoning and Use of Property:

Future Land Use: Industrial

Current Zoning: Light Industrial (IL)

Current Use: Vacant Office/Warehouse Building

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
North: Light Industrial (IL); Warehousing & Distribution	Industrial
East: Light Industrial (IL); Warehousing	Industrial
South: Light Industrial (IL); Vacant	Industrial
West: CPD; Parking area; Vacant; Card Room	General Commercial

Note: To the southwest of the site is the Mediterra Residential Planned Development (RPD); specifically, a dedicated conservation easement. The nearest residential use is approximately 1,400' to the southwest and 1,300' to the east.

II. BACKGROUND AND INFORMATIONAL ANALYSIS

Introduction/Synopsis

The request is for a Group II Food and Kindred Products Manufacturing use, to be able to manufacture ice cream completely within an existing building located within an industrial park in the City. In the land development code (LDC) the use groups do not explicitly call out the manufacturing of ice cream. When this occurs, the code provides guidance for the proposed use to be classified to the closest available use, or, to list it within a use group with uses of similar design, scale, function, or process. Group II lists dairy products, fats and oils, flavorings extracts and syrups. As a result, it is the Staff opinion that ice cream manufacturing would best fit as a Group II Food and Kindred Products Manufacturing use.

The Applicant currently has an ice cream retail location in Bonita Springs (unincorporated), on the west side of Vanderbilt Road. They have additional retail locations in Naples and Fort Myers [Beach]. In order to satisfy the demand at all locations, the Applicant is proposing this stand-alone manufacturing facility within the City.

The existing building was constructed in 2007 as an office/warehouse structure. The Applicant is proposing interior modifications and exterior building and site improvements in order to accommodate manufacturing. The exterior modifications include the parking and loading area, and a future expansion of the building. There are no deviations or variances being requested for the proposed modifications. All improvements will need to meet the regulations of the Florida Building Code, NFPA standards (Fire) and the City's Land Development Code for development in the IL zoning district.

Special Exception Review Criteria

Per LDC Sec. 4-131, the Zoning Board must consider the following criteria when reviewing a special exception request:

- a. *Where there exists changed or changing conditions that make approval of the request appropriate.*
- b. *The testimony of the applicant*
- c. *The testimony of staff*
- d. *The testimony of the public*
- e. *Whether the request is consistent of the goals, objectives, policies and intent of the Bonita Plan*

- f. Where the request meets or exceeds all performance and locational standards set forth for the proposed use*
- g. Whether the request will protect, conserve or preserve environmentally critical areas and natural resources*
- h. Whether the request will be compatible with existing or planned uses*
- i. Whether the request will cause damage, hazard, nuisance or other detriment to persons or property*
- j. Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.*

In reviewing the request, Staff is able to make the following findings based on the aforementioned criteria:

Criterion A: Where there exists changed or changing conditions that make the approval of the request appropriate

Staff Analysis: The existing Bonita Springs retail location has been in operation since 1979. The site also served as the manufacturing operation but had limited space. After additional retail locations were opened up in Naples and Fort Myers, it became clear to the Applicant that a stand-alone manufacturing facility was necessary in order to keep up with the demand. The Applicant is requesting this special exception in order to keep manufacturing in Bonita. Of the 43 zoning district classifications in the City, only one (General Industrial—IG) permits this use by right. The IL district requires a special exception and all remaining districts prohibit the use, unless the property is rezoned to General Industrial (IG), Industrial Planned Development (IPD), or Mixed-Use Planned Development (MPD). The property in question is zoned IL, which allows the Applicant to request this special exception.

Criterion B: The testimony of the Applicant

Staff Analysis: The Applicant's spoken testimony will be provided at the hearing. The Applicant's narrative and the submittal documents are provided as part of the backup to this request and shall be considered as part of the testimony for this case.

Criterion C: The testimony of Staff

Staff Analysis: While the testimony is to be considered during the public hearing process, this staff report and the associated conditions of approval represent the staff position on the request.

Criterion D: The testimony of the public

Staff Analysis: Public comment is to be provided at the hearing. The Applicant held their required neighborhood meetings to keep the public informed of the request. The post-sufficiency neighborhood meeting was held on February 3, 2022—and no members of the public were in attendance, and as such, no concerns were raised. To date, Staff has not received any objections from the public regarding the request.

Criterion E: Whether the request is consistent with the goals, objectives, policies, and intent of the Bonita Plan

Staff Analysis: The property is located within the Industrial Future Land Use Category according to the Future Land Use map of Bonita Springs. The category is analyzed later in this report. The property fronts fully constructed roadways, complete with drainage infrastructure, and can be considered as redevelopment or an infill use within an existing industrial park. It is the Staff opinion that the requested special exception is not in conflict with the Comprehensive Plan.

Criterion F: Whether the request meets or exceeds all performance and locational standards set forth for the proposed use

Staff Analysis: LDC 4-2014(d)(3)(d) requires a Food and Kindred Products Group II Manufacturing use to be set back at least 100 feet from residentially-zoned property under separate ownership. The subject property appears to be 100 feet away from the outer boundary of the conservation parcel of Mediterra to the west, which is zoned Residential Planned Development (RPD). However, if the property were located closer to Mediterra, the aforementioned code section would not be applicable in this case, due to LDC 4-2014(f) which states: *The minimum setbacks set forth in subsections (a), (b), (d), and (e) of this section are not applicable to those facilities legally in existence and operation, or to an industrial subdivision legally in existence, prior to a residential zoning or use being approved closer than the required setbacks.*

The property is part of a recorded industrial park, legally in existence prior to Mediterra receiving it's RPD status in 1999. As a result, the request is not in conflict with the locational standards set forth in the land development code.

Criterion G: Whether the request will protect, conserve or preserve environmentally-critical areas and natural resources

Staff Analysis: There are no environmental sensitivities or natural resources that have been observed on the subject property.

Criterion H: Whether the request will be compatible with existing or planned uses

Staff Analysis: The property is located within a recorded industrial park that currently includes a variety of industrial uses and activities. The proposed manufacturing use is industrial in nature and is compatible with the scale and function of the industrial zoning districts.

Criterion I: Whether the request will cause damage, hazard, nuisance, or other detriment to persons or property

Staff Analysis: The requested manufacturing use will take place entirely within the building. The site will have adequate landscape buffers and parking to support the business. All site modifications (both interior and exterior) will need to meet the requirements of the Florida Building Code, Land Development Code, and NFPA (Fire) codes, which are all designed to promote the health, safety and welfare of persons and property. There are no deviations or variances being requested from these regulations, as part of this request. The property is also subject to the City of Bonita Springs Noise Control Ordinance. To this end, it is the Staff opinion that the manufacturing use will not cause damage, hazard, nuisance or other determinant to persons or property.

Criterion J: Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter

Staff Analysis: The Applicant has requested a special exception for a Group II Food and Kindred Products Manufacturing use, which is required pursuant

to LDC 4-718. There no requested deviations or variances associated with this request. The special setback regulation of 100 feet from residentially zoned property under separate ownership is not applicable, per LDC 4-2014(f), as outlined in the Staff analysis of Criterion F. It is the Staff opinion the request is in compliance with the zoning provisions and supplemental regulations of LDC Chapter Four: Zoning.

As such, it is Staff's opinion that the Applicant has been able to demonstrate compliance with the special exception criteria.

Surrounding Zoning

The property is zoned Light Industrial (IL) and abuts IL property on the north, east and south. To the west is the former Greyhound track site, which now contains the Bonita Card Room, and will soon be the home of an indoor/outdoor sports challenge complex. That property is zoned Commercial Planned Development (CPD). Mediterra (Residential Planned Development—RPD) is to the southwest of the subject parcel, on the other side of Race Track Road. The closest residence is approximately 1,400 feet to the southwest, and 1,300 feet to the east. It is the Staff opinion the request would not cause hazard or detriment to the surrounding properties, nor is it in conflict with the provisions of the surrounding zoning districts.

Neighborhood Compatibility

The subject property is located in a recorded industrial subdivision, with industrial uses to the north, east, and south. To the west is a road right-of-way (Race Track Road), followed by the former dog track property, zoned Commercial Planned Development. The requested use, if approved, would be compatible with the surrounding area and would take place within the existing building.

Environmental Considerations

The property is built out, complete with a building, loading zone, parking, and landscaping. There are no environmental resources or sensitivities on-site. As the project goes through its permitting process for its modifications, it will be required to meet the landscape and environmental provisions of LDC Chapter Three: Development Standards. This includes buffering, general trees, and dark skies compliance.

Traffic

The Applicant provided a Traffic Impact Statement (TIS) which was reviewed by the City's transportation engineer. Roadway segments that were analyzed include Bonita Beach Road west of Old 41; Bonita Beach Road west of Race Track Road; Bonita Beach Road from Imperial Parkway to Race Track Road;

Bonita Beach Road from Imperial Parkway to I-75; Imperial Parkway north of Bonita Beach Road; Imperial Parkway south of Bonita Beach Road; Old 41 north of Bonita Beach Road; and Old 41 south of Bonita Beach Road.

It is calculated that the project will add 19 AM peak hour trips to the network and 11 PM peak hour trips to the network. This amounts to a less than 1% impact on the level of service volumes to the network. Anything less than 3% is considered a project of non-significant impact. To this end, it is the Staff opinion that the project would not cause level of service or capacity issues within the network.

Comprehensive Plan Considerations

The subject property is located in the Industrial future land use category, according to the future land use map of Bonita Springs. The category includes the following provisions:

Policy 1.1.16: Industrial - *Intended to primarily accommodate light industrial, research, warehousing and office uses.*

- a. Appropriate uses include heavy commercial, light industrial, warehousing, recreation, public and semi-public uses, and mixed-use planned development with residential density limited to 10 dwelling units per acre within the approximately 463 acres of gross land area in the land use category.*
- b. If affordable housing is provided, residential density may be increased by up to five additional dwelling units per acre.*
- c. Accessory commercial uses serving employees within the complex may be allowed provided the commercial uses are integrated within the industrial complex and do not exceed 5% of the intensity of the entire project.*
- d. Residential use shall be allowed only in mixed-use planned developments, and shall not exceed 20% of the intensity of the entire project.*
- e. Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves.*
- f. Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.*

It is the Staff opinion the requested use does not violate the provisions of the future land use category as outlined in the Comprehensive Plan/Bonita Plan.

With regards to the Traffic Element of the Comprehensive Plan, the project fronts two fully-constructed roads. The project is accessible via the intersection of Race Track Road and Bonita Beach Road, which is a signalized

intersection. While capacity issues have been observed on Bonita Beach Road, the proposed project's traffic would account for less than 1% of the traffic volume and would not be considered a project of significant impact by City standards. With regards to multi-modal infrastructure, the property is beyond the boundaries of multi-modal requirements.

It is the Staff opinion that the remaining Comprehensive Plan elements of Conservation/Coastal Management, Intergovernmental Coordination, Housing, Capital Improvements, and Recreation/Open Space are not applicable to this request. This determination was made after Staff examined all elements for applicability to this request.

It is the Staff opinion the request does not violate the applicable provisions of the Comprehensive Plan.

Findings & Conclusion

It is Staff's opinion that the special exception request for a Group II Food and Kindred Products Manufacturing for ice cream is consistent with the provisions of the Comprehensive Plan, is compatible with existing uses within the area, will not cause damage, hazards or nuisance, will not impact environmentally critical areas (none are on site), and is located in an area with adequate public facilities.

Based upon an analysis of the Application and the special exception approval criteria, Staff makes the following findings and conclusions, as conditioned:

1. The requested special exception, as conditioned:
 - a) Meets or exceed all applicable performance and locational standards set forth for the proposed use;
 - b) is consistent with the goals, objectives, policies and intent set forth in the City of Bonita Springs Comprehensive Plan;
 - c) is compatible with existing or planned uses in the surrounding area;
 - d) will not cause damage, hazard, nuisance or other detriment to persons or property;

- e) will not have an adverse effect on surrounding properties;
and
- f) will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in the City's Land Development Code.

III. RECOMMENDATION:

Staff recommends **APPROVAL** of the request with the following conditions:

1. The special exception will be valid for this Applicant only.
2. The City of Bonita Springs Noise Control Ordinance remains in effect in its entirety.
3. Additional information or changes to the plan not covered by this approval may require additional approvals. Such approvals will follow the processes outlined in the Land Development Code.
4. Approval of this special exception request does not guarantee approval of a local development order or building permit.
5. Unless modified by this approval, the property shall be consistent with the regulations of the Land Development Code for the Light Industrial (IL) zoning district.

SUBJECT PROPERTY

The Applicant indicates the STRAP number is: 02-48-25-B2-00011.0300

EXHIBITS

- A. Sketch and Legal Description of the Subject Property

ATTACHMENTS

- A. Proposed Site Plan
- B. Application Backup

TOTAL BUILDING AREA	15,000 S.F.
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MANUFACTURING PER 4-1732, CITY OF BONITA LAND DEVELOPMENT CODE	
1 SPACE PER EMPLOYEE, (12) + 5 CUSTOMER SPACES	
TOTAL SPACES REQUIRED	17 SPACES
TOTAL SPACED PROVIDED (INCLUDES 1 HANDICAPPED SPACE)	17 SPACES

				DESIGNED BY:	D.W.A.
				DRAWN BY:	S.U.
				APPROVED:	D.W.A.
				JOB CODE:	RM5E-2
Revision	Date	Description		SCALE:	1" = 30'
			By		

Civil Engineers • Land Surveyors • Planners • Landscape Architects
 Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

ROYAL SCOOP MANUFACTURING SPECIAL EXCEPTION

MUNICIPALITY:	BONITA SPRINGS
SEC/TWNSHP/RNG	02/48S/25E
DATE:	OCTOBER 2021
SUBMITTAL TYPE:	SPECIAL EXCEPTION
SHEET	1 OF 1

REQUESTED MOTION: Request for appeal of administrative interpretation by Entrada appealing the terms of the January 21, 2022 minor change approval letter to the Local Development Order (Case #DOS19-59032-BOS)

REQUESTOR: Jacqueline Genson, AICP, Community Development

AGENDA: City Attorney Items

STRATEGIC PRIORITY: N/A

BACKGROUND:

Pursuant to Land Development Code (LDC) Sec. 3-263, the Bicycle and Pedestrian Master Plan shows locations of existing and proposed bike facilities and pedestrian facilities within the city. All development proposed along the roadways depicted on the plan must provide for bike facilities and pedestrian facilities in accordance with LDC Sec. 3-263. Throughout, the development order review process, the Appellant, chose to meet the City of Bonita Springs LDC requirements for the provision of required pedestrian facilities by constructing a 12' wide multi-use sidewalk within the Old US 41 right-of-way (ROW). This was approved by Staff in October 2020, with further instruction being provided to the Appellant to submit and obtain the requisite ROW construction permit(s) from the city's Public Works Department for any work within the Old US 41 Road ROW.

Community Development Staff reminded the Appellant on several occasions that Community Development needed the Public Works approval/acceptance (for all ROW improvements) prior to being able to issue a Certificate of Compliance. Shortly thereafter, Community Development Staff was informed that the Appellant was seeking alternatives to installing the multi-use sidewalk. It was at that time, that the Appellant inquired about the funds-in-lieu option as authorized in LDC Sec. 3-263(f)(2) instead of constructing the new multi-use sidewalk.

Community Development Staff provided the Appellant the fee-in-lieu contribution amount in accordance with the City's Administrative Code (AC-06-11-04), which the Appellant disagreed with. Per the AC, fee-in-lieu contributions are deposited into the Capital Improvement Plan for expenditure on a bicycle or pedestrian facility in the same planning community that the project is located in. It does not require that the contribution be for the specific improvement that a project is required to make. Therefore, Community Development Staff did not waive any items in that calculation table and proceeded with the amount as specified in the DO Minor Change Approval Letter (Exhibit G). The Appellant submitted for the minor change to memorialize the removal of the 12' multi-use sidewalk and pay the fee-in-lieu amount, which staff approved on January 21, 2022.

The Appellant is appealing the terms of the January 21, 2022 minor change approval letter to the local development order (DO). The Appellant disagrees with the basis for determining the fee-in-lieu amount by Staff. The Appellant further states that the amount was improper, incorrect and should not have been required. The Appellant states that the payment was issued in protest and is seeking reversal of such requirement. The Appellant requests to reserve the right to submit additional details.

STAFF RECOMMENDATION: See attached agenda item packet

ATTACHMENTS:

1. Staff Report with Exhibits (A-G) and Attachment A (Applicant's Administrative Interpretation Appeal Application)

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved __ Denied __ Deferred __ Other _____

BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: APPEAL – ACTS OF ADMINISTRATION
CASE NUMBER: PDA22-88888-BOS
HEARING DATE: April 6, 2022
STAFF: Stuart Smith, PE; Jacqueline Genson, AICP, Sean Gibbons, AICP

APPLICATION SUMMARY:

- A. Appellant: 27975 Old 41 Road, LLC
- B. Agent: Noel J. Davies, Esq. and Davies Duke, PLLC
- C. Subject of Appeal: Appeals resulting from acts of administration for the local development order minor change 1 for the Entrada development (Case #DOS19-59032-BOS).
- D. Location: The property is located at the northeast corner of Old 41 Road and Bonita Beach Road.
- E. Future Land Use Map Designation: The property is located within the Downtown District category.
- F. Zoning: The property is located within the T-5 transect of the Downtown Form-Based Code and the Historic Zone of the Bonita Beach Road Corridor.
- G. Current Land Use: Office, retail, and restaurant uses.

By this reference, the Appellant's application in its entirety and correspondence is made part of this record and is available through the City Clerk and Community Development Offices.

APPELLANT'S REQUEST:

The Appellant is appealing the terms of the January 21, 2022 minor change approval letter to the local development order (DO) (Attachment A). The Appellant disagrees the basis for determining the fee-in-lieu amount of \$48,227.40 (Attachment A, Application, Part 2-B). The Appellant further states that the amount was improper, incorrect and should not have been required. Appellant states that the payment was issued in protest and is seeking either reversal of such requirement, waiver, or disputes the amount of the fee-in-lieu (unclear see Attachment AM Application Part 2-B). The Appellant requests to reserve the right to submit additional details (Attachment AM Application, Part 2-C).

BACKGROUND:

Land Development Code Section 3-263 (Exhibit A) and Administrative Code AC-06-11-04 (Exhibit B)

Pursuant to Land Development Code (LDC) Sec. 3-263, the Bicycle and Pedestrian Master Plan shows locations of existing and proposed bike facilities and pedestrian facilities within the city. All development proposed along the roadways depicted on the plan must provide for bike facilities and pedestrian facilities in accordance with LDC Sec. 3-263. Construction of bike and pedestrian facilities shown on the plan along the frontage of subject properties are deemed to be site-related improvements. Off-site (and on-site) bike facilities and pedestrian facilities are required for all new developments, redevelopment projects, and for expansion of any existing development and the developer must construct a bike facility or pedestrian facility in the public road right-of-way if the subject property abuts a street shown on the plan. Additionally, when proposed development is within one-quarter mile of a road shown on the plan as requiring a bike facility or pedestrian facility and is also within one-quarter mile of an existing facility in the opposite direction on the same principal perimeter street, all connecting links will be required. The subject project has two (2) roadway frontages (Old US 41 Road and Bonita Beach Road) which require the provision of multimodal (bike facilities and pedestrian facilities) per LDC Sec. 3-263.

Developers (Appellant) are responsible for the provision (construction) of all required bicycle facilities and pedestrian facilities consistent with the City of Bonita Springs LDC and Administrative Codes; with all required facilities needing to be fully constructed, inspected and/or accepted, prior to a project (and its associated permits) being certified as complete and/or closed. Should the Developer (Appellant) wish not to construct the requisite facilities, LDC Sec. 3-263(f) offers an option for the Waiver of Requirement (for the physical construction of the required facilities) and allows the Developer (Appellant) the option to provide a funds-in-lieu contribution; the amount of the funds being determined based on the city's Administrative Code for construction of bicycle and pedestrian facilities (AC-06-1104, Rule 7.00). In order for the Developer (Appellant) to be allowed to exercise the funds-in-lieu contribution option, it must first be demonstrated that required bicycle and pedestrian facilities would: **A)** Be contrary to public safety, **B)** Their cost [of construction] would be excessively disproportionate to the need or probable use, and **C)** There is an absence of need. If these items can be clearly demonstrated, the requirement for the physical construction of the required facilities can be waived and a funds-in-lieu contribution collected (LDC Sec. 3-263(f) and AC-06-1104, Rule 8.00). In this case, the Developer (Appellant) elected to construct a 12' wide concrete pedestrian pathway; they did not seek a waiver of the requirement and a funds-in-lieu contribution.

The City of Bonita Springs Administrative Code for Bicycle and Pedestrian Facilities (AC-06-1104), details the general criteria for the construction of bicycle and pedestrian facilities along City, County, and State maintained roadways; providing a procedure for the implementation [expenditure and construction] of bicycle and pedestrian facilities throughout the city; including a mechanism for fee-in-lieu contributions when a waiver of requirement(s) is requested and approved consistent with the provisions of LDC Sec. 3-263(f). Specifically, Rule 7.00 of AC-06-1104 provides for the process (timing) and fee-in-lieu calculations (costs) for pedestrian and bicycle facilities based upon established based upon the average unit price per linear foot for a 5' wide sidewalk and an 8' bicycle path. These average unit prices can then be adjusted based upon width of a proposed facility (in this circumstance a 12' wide concrete pedestrian pathway), and the appropriate (adjusted/scaled) funds-in-lieu can in turn be furnished by the Developer (Appellant) prior to the issuance of the project's development approval.

It is important to understand, that the above: request for the waiver of requirement, demonstration that the required facilities need not be constructed (A, B, and C above), and the provision of a funds-in-lieu contribution are all required prior to the issuance of a project's approved local development order approval (per AC-06-1104, Rule 7.00). In this circumstance the Developer (Appellant) did not request, or indicate their intent to request, with any of these requirements prior to the issuance of the project's approved local development order.

Development Order Review and Approval of Subject Property

Upon an Applicant's submission(s) a local development order (site construction permit), engineering and site plans are reviewed by Staff for compliance with the City of Bonita Springs LDC for the provision of required multimodal (bicycle and pedestrian) and complete street facilities. This would include such items as the types, location(s), dimensions, components, construction/materials specifications, connectivity, etc. of the multimodal/complete streets facilities being proposed by the Applicant (and required by code) for the project. If the information provided in an Applicant's submittal(s) do not adequately provide for the facilities required by code, Staff requests the necessary updates/revisions to the Applicant's plans via a Request for Additional Information letter (RAI), which details the specifics of what the Applicant needs to update/change, potential conditions/stipulations of approval, as well as informing the Applicant of the need for any additional permitting and approvals that will be needed from other city departments or external agencies. The Applicant will then resubmit a revised application (plans, additional details, explanations/clarifications) that is again reviewed by Staff for code compliance. This submittal, review, RAI, and resubmittal process continues until Staff finds the project to be compliant with the applicable code requirements. Once that compliant, a formal Approval Letter is issued, which can contain applicable stipulations/conditions of approval and information regarding the need for any additional permitting and approvals that will be needed from other city departments (i.e., Public Works) and/or external agencies (i.e., Lee County Department of Transportation).

The existing site conditions prior to application included a 5' wide brick paver walkway. The project's original development order request (submitted April 2019) proposed the creation/installation of 12' wide brick paver sidewalk within the Old US 41 Road right-of-way (ROW) the length of the project. As provided in the Appellant's response (January 2020) to Staff's RAI, revised (updated) site/civil engineering plans were submitted instead showing the construction of a 12' wide concrete multi-use sidewalk within the Old US 41 Road ROW the length of the project. The same, construction of a 12' wide concrete multi-use sidewalk within Old US 41 Road ROW the length of the project, was again shown on the resubmitted (updated) site/civil engineering plans provided by the Appellant in their (July 2020) response to Staff's RAI.

Throughout, the development order review process, the Appellant, and their Agent (Fort Construction Group) chose to meet the City of Bonita Springs LDC requirements for the provision of required pedestrian facilities by constructing a 12' wide multi-use sidewalk within the Old US 41 ROW. This was approved by Staff (without a request for a waiver of requirements from and with no objection by the Appellant) in October 2020, with further instruction (stipulations) being provided to the Appellant to submit and obtain the requisite ROW construction permit(s) from the city's Public Works Department for any work within the Old US 41 Road ROW. Additional stipulations were also included in the project's Approval Letter, further reminding the Appellant of their responsibility to fully comport with the city's requirements for the provision and construction of the project's required multimodal (bicycle and pedestrian) facilities. It is additionally worth noting

even prior to the project's approval, at multiple points throughout the development order review process, that the Appellant and their Agent/Consultant was informed of (and acknowledged their understating of, and commitment to) their responsibility to provide for the project's required multimodal (bike-ped) facilities, and the need to obtain the required permitting and approvals from the Public Works Department. The Appellant was fully aware of what was required. See the October 30th, 2020, Development Order Approval Letter, and associated Site Plans (Exhibits C and D) and the excerpts below.

DOS19-59032-BOS Approval Letter Stipulations of Approval

1. Engineering Stipulation of Approval # 2:
 2. **STIPULATION:** A Public Works Right of Way permit will be required for all sidewalk and driveway improvements.
2. Bike and Pedestrian Stipulation of Approval # 2:
 2. **STIPULATION:** All required bicycle, pedestrian and multimodal facilities must meet or exceed the specifications set forth in LDC 3-263, 3-302, 3-303 and 3-491, *as may be amended*; The City Bonita Springs Bicycle Pedestrian Master Plan (PATH); as well as any applicable elements of the *Bonita Beach Road Corridor Design Standards*.
3. Public Works Stipulations of Approval #'s 1 & 2:
 1. **STIPULATION:** A restored utility strip along the new sidewalk is required. The utility strip shall be Bahia grass that is installed green and growing.
 2. **STIPULATION:** A right-of-way (ROW) permit from Public Works is required prior to doing any work within the Old 41 ROW.

Please Contact: Matt Feeney
Phone: 239-949-6246
E-Mail: matt.feeney@cityofbonitasprings.org

DOS19-59032-BOS Approved Plans References

1. Sheet 3 - Demolition Plan, Shows the Removal of Existing Brick Paver Sidewalk: "Ex Paver Sidewalk (To Be Removed and Replaced)".
2. Sheet 4 - Site Plan, Shows the Location of the "Proposed 6" [Thick] Concrete Sidewalk".
3. Sheet 5 – Drainage & Utility Plan, Also Shows the Location of the Proposed Sidewalk.
4. Sheet 6 – Grading & Paving Plan, Shows the Location, Width (12'), and Thickness (6") of the Proposed Sidewalk.

DOS19-59032-BOS Commencement of Construction

Community Development Staff acknowledges that the Appellant was working to complete the project, as approved, in order to obtain the Certificate of Compliance for the DO. Through the course of specific DO site inspections, the Appellant was reminded that Community Development needed the Public Works approval/acceptance for ROW improvements. While the Appellant obtained ROW permits for other work in the ROW (Exhibit E), it was not a ROW permit for the 12' wide concrete multi-use sidewalk.

Community Development Staff reminded the Appellant on October 27, 2021; November 2, 2021; and January 3, 2022 (Exhibit F), that Community Development needed the Public Works approval/acceptance (for all ROW improvements) prior to being able to issue a Certificate of Compliance. Shortly thereafter, Community Development Staff was informed that Appellant was seeking alternatives to installing the multi-use sidewalk (Exhibit F). It was at that time, that the Appellant's contractor inquired about the funds-in-lieu option as authorized in LDC Sec. 3-263(f)(2) instead of constructing the multi-use sidewalk.

LDC Sec. 3-263(f)(2) states the following:

“A funds-in-lieu contribution of the equivalent cost of construction of the site-related improvement must be paid as a condition of approval of the waiver of requirement. The amount of the funds shall be determined based on an administrative code for construction of bicycle and pedestrian facilities.”

The Administrative Code (AC-06-11-04, adopted by City Resolution No. 06-155) sets forth the implementation of LDC Sec. 3-263(f)(2). The calculation table in AC-06-11-04, Rule 7.00 is used for fee-in-lieu contribution. Community Development Staff provided the Appellant's Contractor the fee-in-lieu contribution amount on January 11, 2022. The Appellant's contractor disagreed with staff's application Rule 7.00 and believed that items such as design; drainage; and bridge, gravity wall, and handrail should be waived (Exhibit F). The following facts are relevant for consideration:

1. The DO did not approve construction of the sidewalk along Old 41. The Stipulation of Approval required a ROW permit through Public Works.
2. A ROW permit was not submitted, reviewed, nor approved by Public Works for any specific sidewalk design.
3. Per Rule 7.00, fee-in-lieu contributions are deposited into the Capital Improvement Plan for expenditure on a bicycle or pedestrian facility in the same planning community that the project is located in. AC-06-11-04 does not require that the contribution be for the specific improvement that a project is required to make.

Therefore, Community Development Staff informed the Appellant that we could not able waive any items in that calculation table and proceeded with the amount as specified in the January 21, 2022 Minor Change Approval Letter (Exhibit G).

SUBJECT PROPERTY:

The Appellant indicates the STRAP is 35-47-25-B3-00117.0020.

EXHIBITS:

- A. LDC Sec. 3-263- Bikeways Facilities and Pedestrian Facilities.
- B. Administrative Code AC-06-11-04 (City Resolution No. 06-155)
- C. Entrada Approval Letter Dated October 30, 2020, City of Bonita Springs Case DOS19-59032-BOS
- D. Entrada Approved Site Plan Dated October 30, 2020, City of Bonita Springs Case DOS19-59032-BOS (Sheets 3-6)
- E. Public Works Right of Way Permits (ROW 21-71 and ROW-21-103)
- F. Electronic Communications with Appellant (October 27, 2021; November 2, 2021; January 3, 2022; and January 10, 2022)
- G. Entrada Minor Change Approval Letter Dated January 21, 2022.

ATTACHMENTS:

- A. Appellant's Administrative Interpretation Appeal Application

Sec. 3-263. Bikeways facilities and pedestrian facilities.

(a) *Bicycle and Pedestrian Master Plan.* The Bicycle and Pedestrian Master Plan adopted on February 15, 2017 and as amended (hereinafter "the plan") shows locations of existing and proposed bike facilities and pedestrian facilities in the incorporated areas of the city. All development proposed along the roadways depicted on the plan must provide for bike facilities and pedestrian facilities in accordance with this section. Construction of bicycle and pedestrian facilities shown on the plan along the frontage of subject property are deemed to be site-related improvements. Any constructed bicycle and pedestrian facilities, such as sidewalks and bike lanes, must connect to existing facilities as well as to the internal development footprint in order to provide a safe network for all users, as required herein. All bike facilities and pedestrian facilities must comply with the complete streets policy.

(b) *Provision of off-site bike facilities and pedestrian facilities.*

(1) *General.* Off-site bike facilities and pedestrian facilities are required for all new developments, redevelopment projects, and for expansion of any existing development,

(2) *Off-site facilities.*

a. Off-site facilities shown on the Bicycle and Pedestrian Master Plan. The developer must construct a bike facility or pedestrian facility in the public road right-of-way if the subject property abuts a street shown on the plan in accordance with the roadways cross sections set forth in LDC Section 3-302.

Note: The developer may choose to construct the facility outside of the public road right-of-way on their own property. If the developer opts to construct the facility across the property in this manner, the easement must be at least two feet wider in width than the bike facility or pedestrian facility and perpetually open to the public.

b. Off-site facilities; other.

1. When any portion of the property to be developed is located within one-quarter mile (as measured along the principal perimeter street) of any other road shown on the plan as requiring either a bike facility or pedestrian facility, or within a one-quarter mile (as measured along the principal perimeter street) of an existing facility, the developer must construct a similar facility within the existing road right-of-way from the subject property to the existing or proposed facility. This section will not require the purchase of right-of-way or easements where none exist. Where the facility cannot be constructed due to right-of-way constraints, a payment in lieu will be required in accordance AC-06-11-04, as it may be amended.
2. When any portion of a proposed residential subdivision is located within one-quarter mile (as measured along the principal perimeter street) of an existing or proposed pedestrian generator such as schools, parks, playgrounds, shopping centers or employment centers, or transit facilities, the developer must construct a bike facilities and pedestrian facilities within the existing road right-of-way connecting the subdivision to the pedestrian generator in accordance with the roadway cross sections set forth in LDC Section 3-302. This section will not require the purchase of right-of-way or easements where none exist. Where the facility cannot be constructed due to right-of-way constraints, a payment in lieu will be required in accordance AC-06-11-04, as it may be amended.
3. In instances where a proposed development is within one-quarter mile of a road shown on the plan as requiring a bike facility or pedestrian facility and is also within one-quarter mile

of an existing facility in the opposite direction on the same principal perimeter street, all connecting links will be required.

4. The developer must construct or bond the required bicycle and pedestrian facilities along all street frontages, including non-buildable lots, common areas, stormwater ponds and other similar areas prior to issuance of a certificate of compliance for a project's infrastructure.
5. Development and redevelopment within the Bonita Beach Road Corridor Overlay may provide a payment in lieu in accordance with AC-06-11-04, as it may be amended, for the required facility upon approval by the city manager, or designee.

c. Impact fee credit. See section 2-202.

(3) *Location.*

- a. *County roads.* Off-site bike facilities or pedestrian facilities may be located within the county road right-of-way or within any easement if approved by the affected utility companies, the city manager or designee, and the county department of transportation.
- b. *State roads.* Off-site bike facilities or pedestrian facilities may be located within state road rights-of-way subject to approval and issuance of a general use permit by FDOT.
- c. *City roads.* Off-site bike facilities or pedestrian facilities may be located within the city road right-of-way or within any easement if approved by the affected utility companies and the city manager or designee.
- d. Maintenance of the constructed facility will be determined at the time of certification of compliance with the appropriate jurisdiction(s).

- (4) *Time of construction.* All off-site bike facilities and pedestrian facilities must be constructed prior to issuance of a certificate of compliance for the infrastructure of the development unless the developer posts a bond or other surety acceptable to the city as assurance of completion of the improvements. The city will not require construction of the bike facilities or pedestrian facilities where the right-of-way is scheduled for improvement within two years pursuant to the current city CIP and the right-of-way improvement would result in the destruction of the facility.

(c) *Provision of on-site bike facilities and pedestrian facilities.*

(1) *General.*

- a. All developments. Interior bike facilities and pedestrian facilities are required for both privately maintained and publicly maintained roadways, in accordance with the roadways cross sections set forth in LDC Section 3-302.
- b. Alternate betterment plan. The city manager or designee may approve developments that provide an alternate betterment plan for an internal bike facility/pedestrian facility circulation system if the alternate system is functionally equivalent to the standards set forth herein, connects with existing facilities, meets all off-site requirements. The alternate plan must be submitted simultaneously with the request for a development order for a subdivision plat. The master plan must be drawn to scale sufficient to indicate all lots and include the following:
 - (i) The location of all lots and the number and type of dwelling units on each lot.
 - (ii) The location, width, and type of each bike facility and pedestrian facility including those to be connected to the bike facilities/pedestrian facilities off-site.
 - (iii) Description of alternate design for the provision of bicycle/pedestrian circulation within the development.

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- (2) *Location.* The bike facilities or pedestrian (or any other bicycle and pedestrian-related facility, such as street furniture and street trees) facilities may be located within the road right-of-way or within any easement if approved by the affected utility companies and the city manager or designee, and where sited in accordance with the roadway cross sections in LDC Section 3-302.
- (3) *Time of construction.* All on-site facilities must be coordinated with the bike facilities/pedestrian facilities of the surrounding area. Bike facilities and pedestrian facilities in a proposed development must connect to existing facilities on adjacent property. Where facilities do not exist on adjacent property the development must provide for future connection, including necessary easement(s). Pedestrian facilities along non-buildable lots, common areas, stormwater ponds, and other similar areas must be constructed by the developer prior to issuance of a certificate of compliance for the infrastructure unless the developer posts a bond or other surety acceptable to the city as assurance of completion of the improvements. Pedestrian facilities along buildable lots will be the responsibility of the lot owner and must be constructed prior to issuance of a certificate of occupancy for any building on the lot. To ensure compliance, the covenants for the development must reflect that the lot owner must construct the required pedestrian facility prior to requesting a certificate of occupancy.
- (d) *Construction standards.*
- (1) *General.*
- All roadways must be designed in accordance with the roadway cross sections in LDC Section 3-302, in accordance with the Americans with Disabilities Act (ADA) Accessibility Guidelines, and applicable administrative codes.
- a. Curb cut ramps (wheelchair ramps) are required at all intersections where pedestrian facilities ways intersect roadway curb and gutter. Curb ramps may not exceed 12 foot horizontal to one foot vertical and must have a slip-resistant surface texture.
 - b. Bike and pedestrian facilities. A minimum 72-inch-wide pathway, clear of obstacles, must be maintained within a bike facility or pedestrian facility (sidewalk six feet or less). Bike facilities and pedestrian facilities narrowed for some distance to the 36-inch minimum by the installation of a permanent obstacle must provide a passing space of at least 60 inches long by 60 inches wide every 200 feet. Permanent obstacles such as utility poles, signs, and similar items located within the pedestrian facility on city-maintained streets must maintain a minimum eight-foot height clearance above the pedestrian facility.
 - c. If permanent obstacles such as utility pole signs, mailboxes, and similar items are located within a bike facility that is wide enough to accommodate two-way bike traffic on a city-maintained street, then a minimum eight-foot-wide pathway must be maintained within the bike facility.
 - d. Bike facilities and pedestrian facilities must be located in the right-of-way or within adjacent easements of interior or perimeter streets. However, the facility may not be closer than one foot to an abutting property line. Sufficient distance from obstacles such as mailboxes, fire hydrants, drainage inlets, manholes, utility structures and streets must be maintained for the safety of the bike facility or pedestrian facility user. Where preventable, pedestrian facilities should not be located within the recovery area of the traveled way of the street.
 - e. There must be no unsafe curves or sudden elevation changes in the bike facility or pedestrian facility that would present a hazard to the user. All developments or redevelopments must be designed with bicycle and pedestrian street crossings at traffic-control signals, crosswalks, or intersections.
- (2) *Off-site facilities.*

-
- a. *On-road.* Where the Bicycle and Pedestrian Master Plan shows the use of bike lanes adjacent to the roadway, those lanes must be constructed in compliance with the roadway cross sections set forth in 3-302.
 - b. *Off-road.* All bike facilities and pedestrian facilities constructed off-site or along a street perimeter to the development must be eight feet in width and constructed of either:
 - 1. Four-inch thick Portland cement concrete, or
 - 2. A minimum 1½-inch asphaltic concrete of FDOT type S-III on a four-inch limerock base and six-inch type B sub-grade.

For facilities constructed of Portland cement concrete, all driveway crossings must be a minimum of six inches thick. The applicant may submit an alternate design, subject to the approval of the city manager or designee; provided it is structurally equal to, or better than, the options set forth above.
- (3) *On-site facilities.* All sidewalks constructed within the development must be a minimum of six feet in width and constructed of either:
- a. Four-inch-thick Portland cement concrete, or
 - b. A minimum of 1½-inch asphaltic concrete of FDOT type S-III on a four-inch limerock base and six-inch type B sub-grade.
- For facilities constructed of Portland cement concrete, all driveway crossings must be a minimum of six inches thick. The applicant may submit an alternative design, subject to the approval of the city manager or designee, provided it is structurally equal to, or better than, the options set forth above.
- (e) *Maintenance.* On-site bikeways and pedestrian ways must be maintained by the property owners' association through the operation and maintenance covenants. The city public works department will maintain bikeway and pedestrian way facilities located within city rights-of-way. The city public works department will also maintain off-site bikeway and pedestrian way facilities, constructed adjacent to the on-site property within a perpetual non-exclusive right-of-way easement upon acceptance by the city council.
- (f) *Waiver of requirement.*
- (1) Notwithstanding the provisions of subsections (a) through (e) of this section, bikeways and pedestrian ways will not be required where the city manager or designee determines that:
 - a. Their establishment would be contrary to public safety;
 - b. The cost would be excessively disproportionate to the need or probable use; and
 - c. Other available means or factors suggest an absence of need.
 - (2) A funds-in-lieu contribution of the equivalent cost of construction of the site-related improvement must be paid as a condition of approval of the waiver of requirement. The amount of the funds shall be determined based on an administrative code for construction of bicycle and pedestrian facilities.
- (g) *Special standards for large-scale retail establishments.*
- (1) *Applicability.* The following requirements are in addition to the sections above. Large-scale retail establishments must be designed to accommodate safe and convenient pedestrian and bicycle access within the development, in accordance with the following:
 - a. Sidewalks must be provided internal to the site to provide pedestrian and bicycle connectivity between external sidewalk systems and bike lanes along adjacent roadways and the internal parking areas and buildings. Crosswalks must be provided internal to the site where sidewalks cross parking areas or driveways.

-
- b. All sidewalks and crosswalks internal to the site shall be distinguished from driving surfaces through the use of durable, low maintenance surface material(s), such as pavers, bricks, or scored concrete.
 - c. Sidewalks must be provided along the full length of the building along any facade featuring a customer entrance, and along any facades abutting public parking areas. Sidewalks in these locations must be a minimum of eight feet in width, and located at least six feet from the facade of the building to provide for building perimeter plantings, street furniture, and other required features. For outparcels, this requirement is reduced to a six-foot sidewalk located at least two feet from the facade of the building.
 - d. Bicycle racks must be located outside of the parking lots, and within 100 feet of the main entrance(s) of the large-scale retail establishment. Bicycle racks must provide a minimum of one bicycle parking space per 5,000 square feet of building area.

(Ord. No. 05-03, § 1(3-256), 1-19-2005; Ord. No. 14-18 , § 1, 7-2-2014; Ord. No. 14-025 , § 1, 10-15-2014; Ord. No. 18-05, § 1, 5-16-2018)

CITY OF BONITA SPRINGS FLORIDA

RESOLUTION NO. 06-155

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CREATING AN ADMINISTRATIVE CODE FOR BICYCLE AND PEDESTRIAN FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bonita Springs City Council, as the duly elected governing body for the City of Bonita Springs, has the authority to adopt administrative codes for the operation of City business; and

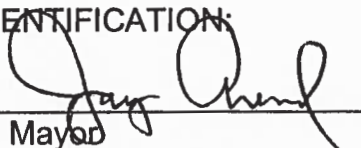
WHEREAS, City Council finds it necessary and desirable to adopt an Administrative Code setting forth the technical requirements, procedures and standards to be adhered to relating to submittals for bicycle and pedestrian facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida, that:

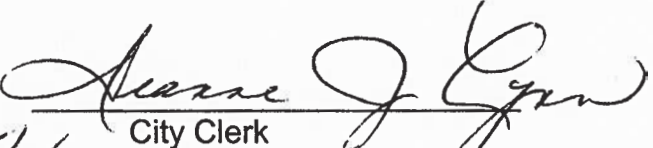
1. City Council declares that the procedures set forth, attached hereto, and incorporated by reference herein by Exhibit "A", is applicable for bicycle and pedestrian facilities.
2. The Resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 1st day of November, 2006.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Vote:

Arend	Aye	McCourt	Aye
Ferreira	Aye	Nelson	Aye
Grantt	Aye	Simons	Aye
Joyce	Aye		

Date filed with City Clerk: 11-3-06

EXHIBIT "A"

ADMINISTRATIVE CODE BICYCLE AND PEDESTRIAN FACILITIES

CODE NUMBER: AC- 06-11-04

TITLE: Bicycle and Pedestrian Facilities

ADOPTED: November 2, 2006

ORIGINATING DEPARTMENT: City Manager

PURPOSE /SCOPE: Provide bicycle and pedestrian facilities within the City of Bonita Springs.

Rule 1.00 Purpose

Bicyclists and pedestrians are permitted to use public highways, except where otherwise prohibited in accordance with federal, state and local regulations. Bicycle and pedestrian facilities along major roadways provide improved safety and encourage alternate modes of utilitarian transportation. They also provide recreational opportunities that generally improve the quality of life and are therefore desirable.

This Policy provides location and design criteria for construction of bicycle and pedestrian facilities along City, County and State maintained roadways. It also provides a consistent policy/procedure for implementations of facilities and a mechanism for a fee-in-lieu contribution if a waiver is requested.

Rule 2.00 Policy and Procedure

Projects submitting an application for a local development order must provide bicycle and pedestrian facilities consistent with the Bonita Springs Land Development Code.

Rule 3.00 Definitions

Adjacent facilities – Proposed bicycle or pedestrian facilities shown on the Plan along the frontage of a project on a public roadway.

Bicycle lane – A portion of a roadway designated by signing and pavement markings for the preferential or exclusive use by bicyclists. A bicycle lane is designated in each direction.

Bicycle path – A multiuse two-way off-road facility primarily designed for bicyclists that are also used by pedestrians.

Excessively disproportionate cost – An estimated cost of the facility improvement that is more than triple the fee-in-lieu cost per linear foot or will require a substantial ditch enclosure or modification along more than one-half of the proposed frontage.

Factors suggest absence of need – A situation where it can be reasonably demonstrated that the facility is not likely connect to an existing or planned facility scheduled for construction in a five year transportation work program.

Bikeways/Walkways Facilities Plan – Planned future bicycle and pedestrian facilities as adopted by City Council.

Major roadway – A roadway with a functional classification as an arterial or major collector.

Off-road facility – A bicycle path or sidewalk that is within the road right-of-way but physically separated from the roadway travel lanes.

On-road facility – A bicycle facility that is along or within the roadway travel lanes.

Other available means – An existing parallel bicycle and pedestrian facility on the same side of the road as the project within ¼ mile.

Paved shoulder – The portion of a highway which is contiguous to the traffic lanes that can be used for motor vehicle emergencies, specialized use by pedestrian and bicyclists, and lateral support of base and surface courses.

Sidewalk – The portion of a right-of-way designed for preferential use by pedestrians. A sidewalk may legally be used by a bicyclist consistent with Florida Statutes §316.2065(5) A.11.

The Plan – The City of Bonita Springs Bikeways/Walkways Facilities Plan.

Rule 4.00 Bikeways/Walkways Facility Plan

The Plan was developed with input from the public and has been incorporated into the Bonita Springs Comprehensive Plan. The Plan will be updated on a regular basis to include changes in the roadway network and address changing land uses. Proposed facilities on the Plan are more specifically defined in attached "Exhibit 1".

The Plan includes State Roads and County roadways through Bonita Springs necessary to develop a comprehensive network. Staff will coordinate with adjacent jurisdictions as appropriate.

Rule 5.00 Design Criteria

Standards, criteria and guidelines for bicycle and pedestrian facilities published by

AASHTO and FDOT are incorporated by reference, except where specially amended in the Land Development Code or herein.

Paved Shoulder – It is recommended that paved shoulders be constructed on both sides of the roadway. The geometric design of a paved shoulder should be similar to a bicycle lane.

The minimum paved shoulder widths to accommodate bicycle traffic are as follows:

<i>Posted Speed</i>	<i>Closed Drainage (Urban)</i>	<i>Open Drainage (Rural)</i>
30 MPH or below	2	2
35-45 MPH	4	6
50 MPH or more	6	6

Bicycle Lanes – The standard width of a bicycle lane is five feet. The width may be reduced by one foot adjacent to a Type E or F curb and gutter.

A paved shoulder may be considered for signing and marking as a bicycle lane when the Public Works Manager, in his sole discretion, determines that it is appropriate. A bicycle lane should not be placed between a through lane and a continuous turn lane that serves multiple access points.

Bicycle Path – The standard width of a bicycle path is eight feet. The path width may be increased based on volume of usage. A bicycle path may be reduced to six feet wide at an obstruction.

Sidewalks – The standard width of a sidewalk with a vegetative strip on each side is five feet. The standard width of a sidewalk along a curb, barrier or wall is six feet. The path width may be increased based on volume of usage. A sidewalk may be decreased to three feet wide at an obstruction.

Rule 6.00 Easements

At the developer's option, the facility may be constructed adjacent to the roadway right-of-way within the area of an easement donated or otherwise held by the City for the purposes of constructing and maintaining a bikeway and pedestrian facility. The easement grant must include the right to be used as a perpetual non-exclusive right-of-way easement for bikeway and pedestrian way facilities. The easement width must be the width of the facility plus two feet on each side for a sidewalk and four feet on each side for a bicycle path. However, easements of a lesser dimension may be approved by the discretion of the Public Works Manager.

City Council must formally accept the easement grant and the facility after construction is complete. The City of Bonita Springs will maintain the facility when accepted by the City Council.

Rule 7.00 FEE-IN-LIEU

If the Director of Development Services determines that a waiver from the requirement to provide the bike path/walkway is appropriate, the applicant must submit the appropriate fee-in-lieu contribution prior to issuance of any development order approval for the project. The contribution may be in the form of cash, roads or park impact fee credits.

The fee-in-lieu in the form of cash will be deposited in CIP 11.853.3632400 Citywide Sidewalk & Bike Facilities created for expenditure on a bicycle or pedestrian facility within the same planning community the project is located. The controlling fee calculation table is set forth herein. Unit prices are based on the average unit prices for the last three years of City projects to retrofit bicycle and pedestrian facilities along City roadways.

Calculation of fee-in-lieu contribution:

<i>FY 2005/06 CIP WORK</i>	<i>Sidewalk (5 foot concrete) average cost per linear foot</i>	<i>Bicycle path (8 foot concrete) average cost per linear foot</i>
Design	\$7.42	\$6.71
Startup	\$13.20	\$16.12
Embankment	\$4.06	\$10.82
Drainage	\$43.03	\$28.18
Sidewalk and grading	\$11.60	\$21.38
Bridge, gravity wall & handrail	\$0.93	\$0.93
Finish items	\$6.26	\$5.17
TOTAL	\$86.50	\$89.31

NOTES:

- 1) Startup costs include mobilization, clearing and grubbing, relocation/adjustment and maintenance of traffic pay items. Drainage costs includes inlets, grates, headwalls, pipes and mitered end sections. Finish items include sod and miscellaneous driveway work.

Rule 8.00 Waiver

The waiver criteria requirements of "excessively disproportionate cost", "factors suggest absence of need" and "other available means" in the Land Development Code 3-256(f) are further defined herein.



EXHIBIT C

October 30, 2020

3220 Bonita Beach Rd Ste 111
Bonita Springs, FL 34135
Tel: (239) 444-6150
Fax: (239) 444-6140
www.cityofbonitaspringscd.org

Peter Simmons
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6247

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

Mr. Kevin McVicker, P.E.
Fort Construction Group of South Florida, Inc.
16000 Old 41 Road N., Unit 205
Naples, FL 34110

RE: DOS19-59032-BOS: Entrada

Dear Mr. McVicker:

Your plans for the above referenced Development Order (Signed and Sealed 7/20/2020), Architectural Plans (Signed and Sealed 1/30/2020), Lighting Plans (Signed and Sealed 6/30/2020) and Landscape Plans (Signed and Sealed 6/25/2020) have been approved for the above-referenced project for Concurrency (CNC20-75001-BOS) and a Development Order with stipulations. This Development Order is granted for the following:

Approved for a remodel of the existing building and associated site improvements, as shown on the plans stamped and approved by the City of Bonita Springs Community Development Department.

This Development Order approval is required prior to issuance of any building permit application in accordance with LDC 3-78 (development orders) and LDC 3-156 (limited review development orders). Please submit 1 copy of this approval letter and site plan, as required in the commercial and residential permitting procedures, with any associated building permit applications. Failure to submit this documentation may delay your permit and result in rejection of your permit through zoning.

This Certificate of Concurrency shall be valid and effective until 10/30/2023. During the next three (3) years, the City of Bonita Springs is authorized to issue building permits for the construction of the buildings indicated above without further review of the Concurrency requirements. Upon expiration of the Concurrency Certificate, the project will be subject to the concurrency program in effect at the time of expiration. No vested right to a Concurrency Certificate will exist solely due to existence of an otherwise effective Development order. This Development Order Approval is valid for a period of six (6) years and is scheduled to expire 10/30/2026. Attached is the Development Inspection Card, which highlights the required inspections for this job. Upon completion of the job please submit a Letter of Substantial Compliance to request a Certificate of Completion per LDC Sec. 3-193.

If you have any questions concerning this matter, please contact this office.

Sincerely,

Stuart Smith, P.E.
Development Engineer
City of Bonita Springs
Community Development Department

Bonita Springs Engineering Comments:

1. **STIPULATION:** Prior to construction, please provide documentation from SFWMD that an ERP Permit Mod may not be required. This Application calls for stormwater discharge to an existing structure covered by an active ERP Permit.
2. **STIPULATION:** A Public Works Right of Way permit will be required for all sidewalk and driveway improvements.
3. **STIPULATION:** Once the Development Order is approved a recording fee will be assessed as set forth in the fee schedule in City of Bonita Springs Ordinance No. 17-18. These are not flat fees but are subject to those fees identified in the ordinance.
4. **STIPULATION:** Per Florida Statutes Section 166.033(5):
Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.
5. **STIPULATION:** A Pre-Construction meeting with BSU and Community Development will be required prior to construction.
6. **STIPULATION:** Prior to construction a notice of intent (NOI) from FDEP is required. More information is available online at <http://www.dep.state.fl.us/stormwater/npdes/construction3.htm>

Please Contact: Stuart Smith, P.E.
Phone: 239-444-6164
E-Mail: ssmith@cityofbonitaspringscd.org

Bonita Springs Zoning Comments:

1. **STIPULATION:** The applicant shall make every effort to coordinate with BSU to consider using aluminum style picket fencing or additional landscaping to screen the chain link fence for the Pump Station facing Old 41.
2. **STIPULATION:** All uses are limited to those as enumerated in LDC Sec. 4-872(b) unless modified by future LDC amendments.
3. **STIPULATION:** The fencing for the Pump Station on Old 41 shall be aluminum style picket and not chain link.
4. **STIPULATION:** All utility equipment is located, sized, and designed to be as inconspicuous as possible. All utility lines on the private property should be located underground, LDC Sec. 4-870.
5. **STIPULATION:** Staff acknowledges that the applicant elected not to submit a unified sign plan for the project at this time. Signage (type, size, and location) will be reviewed at time of building permit application in accordance with LDC 6. The applicant is encouraged to have the City Architect review and approve a unified sign plan as identified in LDC 3-494. The City Architect does not

review for compliance with LDC Chapter 6; therefore, the sign type, number of signs, size, dimension, and general placement will be reviewed at time of building permit application.

6. **STIPULATION:** The applicant is on notice that the City of Bonita Springs is considering the adoption of a form based code. Please coordinate with staff and/or monitor the agendas here: www.cityofbonitasprings.org
7. **STIPULATION:** The applicant is on notice that the City of Bonita Springs adopted LDC amendments to incorporate the Bonita Beach Road Visioning and Quadrant Comprehensive Plan Amendments.

Please Contact: Jacqueline Genson, AICP, Planning and Zoning Manager
Phone: 239-444-6163
E-mail: jgenson@cityofbonitaspringscd.org

Bonita Springs Environmental Comments:

1. **STIPULATION:** Silt fencing shall be placed near the trees to remain so that installation does not damage the tree or their roots.
2. **STIPULATION:** Before the pre-construction meeting, the Landscape Plan shall be resubmitted to reflect the following required changes:
 - a. Green buttonwood trees proposed as VUA trees shall be replaced with subtropical native trees such as gumbo limbo, Jamaican dogwoods, or wild tamarinds that reach an average mature canopy of 30'.
 - b. At least one additional VUA tree is needed. There are only 15 trees on the plan and 16 are required. Additional trees are required if parking spaces are farther than 65' from a VUA tree.
 - c. Include changes as required by BSU, letter attached.
3. **STIPULATION:** Required landscape buffer plantings will avoid the bottom and bottom slope of detention areas and may be divided across the detention area to avoid these areas if there are no easement conflicts. A minimum of half of the buffer width shall be planted per code.

Please Contact: Laura Gibson, Environmental Specialist
Phone: 239-444-6142
E-Mail: lgibson@cityofbonitaspringscd.org

Bonita Springs Bike/Pedestrian Comments:

1. **STIPULATION:** As provided for by LDC 3-263, all proposed development (new, redevelopment or expansion of existing) which abuts roadways shown on the Bicycle Pedestrian Master Plan [PATH] must be constructed (or provided for by payment in lieu in, AC-06-11-04) according to LDC 3-302 & 3-303. As provided by the planning and design documents governing the BBR Corridor Overlay, a seven foot (7ft) wide pedestrian facility (sidewalk) is required along the sites southern (BBR) frontage. The existing sidewalk within the BBR ROW is only six feet (6ft) wide and will ultimately require expansion. Please provide a payment in lieu for the required one foot (1ft) expansion of the existing sidewalk facility as provided for in LDC3-263(b)(2)(b)(5) and Administrative Code AC-06-11-04.

2. **STIPULATION:** All required bicycle, pedestrian and multimodal facilities must meet or exceed the specifications set forth in LDC 3-263, 3-302, 3-303 and 3-491, as may be amended; The City Bonita Springs Bicycle Pedestrian Master Plan (PATH); as well as any applicable elements of the *Bonita Beach Road Corridor Design Standards*.

Please Contact: Sean Gibbons, MPA, Planner II
Phone: 239-444-6176
E-Mail: sgibbons@cityofbonitaspringscd.org

Bonita Springs Landscape Architecture Comments:

1. **STIPULATION:** Before the pre-construction meeting, the Landscape Plan shall be resubmitted to reflect the following required changes:
 - a. Show all landscape buffer lines around the perimeter to show that no structures or parking area overlaps buffers. (BSLDR 3-416).
 - b. 37 trees and palms are labeled "G" on the plan. General Tree calculations show 30 are required. Verify General Tree calculations show the correct number of "Provided" credits in the calculations (BSLDR 3-416).
 - c. Only 10 north buffer tree symbols are shown on the plan. Correct BUR SIM tag that labels one symbol as two trees. There are 18 west buffer trees required and 19 provided. The COC DIV can be relabeled as a north buffer tree. Verify north and west buffer tree calculations and BUR SIM quantity in the plant schedule (BSLDR 3-416).
 - d. Planting details C & D show a requirement for 2-3 inches and 4 inches of mulch, and the "General Landscape Notes" #3 contradicts that stating that 3 inches is required.

Please Contact: Scott Barber, RLA
Phone: 561-309-7263
E-Mail: scott.barber@jacobs.com

Bonita Springs Architectural Comments:

1. Please see attached letter from City Architect, dated, May 1, 2020.

Please Contact: Sam Vincent, AIA
Phone: 239-963-6693
E-Mail: sam@vincentarchitects.com

Bonita Springs Utilities Comments:

1. Please see attached letter dated, October 19, 2020.

Please Contact: Dominic Strollo
Phone: 239-992-0711
E-Mail: dstrollo@bsu.us

Bonita Springs Public Works Comments:

1. **STIPULATION:** A restored utility strip along the new sidewalk is required. The utility strip shall be Bahia grass that is installed green and growing.
2. **STIPULATION:** A right-of-way (ROW) permit from Public Works is required prior to doing any work within the Old 41 ROW.

Please Contact: Matt Feeney
Phone: 239-949-6246
E-Mail: matt.feeney@cityofbonitaprsrings.org

DPZ CoDesign Comments:

1. **STIPULATION:** The project shall be consistent with the Architectural Plans dated January 30, 2020 and stamped received October 21, 2020. The City's consultant DPZ CoDesign has provided the Applicant the ability and flexibility to remove a couple of the canopies in the field. The Applicant shall provide a minor change prior to certificate of compliance for the project.

Please Contact: F. Xavier Iglesias, CNU-A
Phone: 786-871-2174
E-Mail: xavier@dpz.com



PRE-APPLICATION
DESIGN REVIEW MEETING
TRANSMITTAL LETTER/RECOMMENDATIONS
BONITA SPRINGS

Project Name (maximum 30 characters & spaces):	Entrada
Project Address:	27975 Old 41 Road
STRAP Number(s):	LDO19-59032-BOS
Date(s) of Pre-Application Meeting(s):	August 09, 2018
Architect's Name:	Gregory S. Goertler Architectural License No. AR0009382

City Designated Design Reviewer Recommendations:

☐	Approved
☐	Not Approved
☒	Approved with Stipulations

List of Drawings Reviewed:

Drawing No.	Drawing Date	Revision No.	Other Drawing Reference
A1	03.08.19	1	Cover Sheet and General Information
A3	03.08.19	1	Remodeling First and Second Floor Plans
A4.0	03.08.19		Proposed Exterior Elevations
A4.1	03.08.19		Proposed Exterior Elevations
A5	03.08.19		Dumpster Plan, Elevations and Details, Light Post and Lamp Literature

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Review Comments / Requirements

The review below, and as it specifically references the project noted above for Project Name and Project Location, is as follows. Please refer to the Chapters and Articles referenced below.

BONITA SPRINGS LAND DEVELOPMENT CODE

Chapter 4 Zoning

Article V District Regulations

Division 6 Commercial Districts

Division 11 Redevelopment Overlay District

Article VI Supplementary District Regulations

Compliance with all applicable sections as follows:

Sec. 4-487 – Purpose and Intent

"The images in Exhibit V illustrate acceptable building forms and architectural styles.

These images are for informational purposes only and do not dictate actual design.

They are representative of the intent of these regulations. These regulations encourage architectural style that demonstrates "Old Florida Coastal", vernacular, Mediterranean or the Bermuda/Island style."

Other, alternative, styles will be reviewed and considered per Section 3-488, Alternative Architectural Design.

A. Review comments as follows:

1. **Applicability.** Buildings and uses may apply for an administrative approval by the city manager or designee of an alternative design and the deviations from this article in compliance with section 3-488(a)(2). For any application where compliance with the literal interpretation of the building design standards will compromise the function and/or integrity of design of the building, exceptions to this section can approved by the city manager or designee.

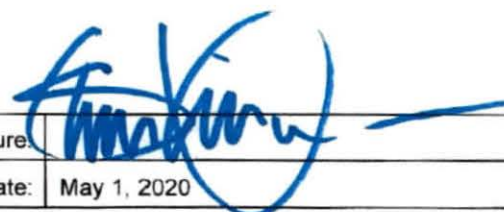
Submittal requirements. In addition to the base submittal requirements, applicants shall provide the following:

- a. Architectural design drawings, building elevations, clearly labeled as an **"Alternative Architectural Design Standards Plan."**

2. **Stipulation 1:**

Resubmit the building elevation sheets, only, labeled as noted above in item "a".

END OF REVIEW

Signature:	
Date:	May 1, 2020

Attachments:

Drawings (One set only)

Copies: Community Development Department and Applicant's Architect

October 19, 2020

Kevin H. McVicker, P.E.
Fort Construction Group of South Florida, Inc.
16000 Old 41 Road, Unit 205
Naples, FL 34110



Via email: kevinm@ftconstgrp.com

Reference: **Entrada (DOS19-59032-BOS)
Construction Plan Approval**

Mr. McVicker,

The construction plans for the aforementioned project have been reviewed and approved by BSU. A pre-construction meeting with BSU's Engineering Department is required prior to commencement of utility construction. The pre-construction meeting is to be held at BSU, unless otherwise agreed upon, and the Engineer of Record, Underground Utility Contractor, and Owner/Developer are required to be present. Prior to scheduling the pre-construction meeting, any stipulations to this approval listed below must be satisfied.

1. Provide an FDEP permit application for signature for the proposed force main extension, or provide correspondence from FDEP that no permit is required.
2. The proposed construction plans require the following modifications (see attached redlines):
 - a. The BSU easement for the proposed pump station electrical service will need to be extended to cover all the way to the proposed FPL transformer location.
3. The proposed landscaping plans require the following modifications:
 - a. Provide adequate separation from all landscaping to the proposed pump station electrical service.
4. Submit **six (6)** complete sets of the construction plans inclusive of any revisions noted above.
5. Submit a **.pdf** of the construction plans inclusive of any revisions noted above.
6. Submit a **CAD** file of the project inclusive of any revisions noted above.
7. Submit a **.pdf** of the landscaping plans inclusive of any revisions noted above.
8. Submit the signed **Acknowledgement Letter**.

Please confirm the meters below. If the meter sizes or quantities are incorrect, contact the engineering department.

<u># of Meters:</u>	<u>Size:</u>	<u>Specific Use:</u>	<u>Class of Service:</u>	<u># of Units/ERC's:</u>
1 (existing)	1½"	Office/Retail/Restaurant Multi-Unit Building	COM	5 W & 5 WW

Total # of
Units/ERC's:
5 W & 5 WW

The following milestones require scheduling and BSU Inspection presence; not all milestones apply to every project. Forty-eight (48) hours advance notice is required. The Engineer of Record must be present for items shown in **bold**.

- **Pre-construction meeting**
- Material Check (Full or Partial)
- Construction Meter Delivery

11900 East Terry Street • Bonita Springs, FL 34135
(239) 992-0711 • <http://www.bsu.us>



Entrada (DOS19-59032-BOS)
Construction Plan Approval
October 19, 2020

- Full Bore/Fire Line Flush
- Fire Line Flow
- **Hydrostatic Pressure Test (utilize form as specified by BSU)**
- Chlorination
- Chlorine Flush
- Bacteriological Testing (performed by the Florida Department of Health or an approved independent laboratory)
- Tapping Sleeve Pressure Test
- Hot Taps
- Cut-Ins (Sewer T-TH, Water M-W)
- **Low Pressure Air Test (utilize form as specified by BSU)**
- **Pump Station Start Up**
- Gravity Sewer Video Inspection (per BSU Specifications)
- Ball Marker Check
- **Pre-acceptance Walkthrough Inspection (site must be deemed ready by the BSU Inspector)**
- Tie-In and Final Inspection (punch list must be complete and verified by the BSU Inspector prior to)

All water used for construction will be metered and charged based on BSU's Tariff. The contractor or owner can contact BSU Customer Service to complete the application and payment for a construction meter. Two-inch (2") construction meters and backflows are available from BSU. In the event a larger meter is required, it is the responsibility of the contractor to provide it. Hydrant meters are not permitted for construction without prior consent of the Director of Engineering or the Director of Operations.

Engineer of Record inspection services during construction are required for certification. The Engineer of Record is responsible for compliance with BSU Standard Specifications. Accurate certification will minimize errors and delays during the Turnover and Approval for Service process. BSU reserves the right to withhold water and wastewater service for out of compliance projects. In the event where it is desired to have BSU consider a deviation, utilize BSU's Deviation Request form. All deviations are taken on a case-by-case basis.

BSU will perform a warranty inspection for this project in the eleventh (11th) month after completion. Subsequent to the inspection, the Engineer of Record and/or Owner/Developer will be notified of any warranty deficiencies requiring correction.

We look forward to working with you on this project. If any questions arise during construction or turnover over the course of the project from your project team, please contact me or another member of the BSU Engineering staff.

Entrada (DOS19-59032-BOS)
Construction Plan Approval
October 19, 2020

Respectfully,

Bonita Springs Utilities, Inc.



Dominic M. Strollo II
Staff Engineer

Cc: Stuart Smith, P.E. (ssmith@cityofbonitaspringscd.org)
Trisha L. Goff, E.I. (tgoff@cityofbonitaspringscd.org)
Leah Fontanez (lfontanez@cityofbonitaspringscd.org)
Craig R. Stephens (craigs@ftconstgrp.com)
Steve Hovland (sthovland@icloud.com)

Entrada (DOS19-59032-BOS)
Construction Plan Approval
October 19, 2020

ACKNOWLEDGEMENT LETTER



Staff Engineer
Bonita Springs Utilities, Inc.
11900 E. Terry Street
Bonita Springs, FL 34135

PROJECT ADDRESS: _____

PROJECT STRAP: _____

Dear Mr. Strollo:

I have read and acknowledge this letter. I have a copy of the BSU Standard Specifications and I agree to be bound by these Specifications.

I acknowledge that BSU has the right to withhold water and sewer service for out of compliance projects.

(Signature and Printed Name)
Engineer of Record

Date

I have read and acknowledge this letter; have authorized construction inspection services by the Engineer of Record, and understand BSU expects my engineer to coordinate utility activities for this project. BSU requires a Turnover process, conveying the utility infrastructure to BSU, prior to placing a meter in service. This process typically takes thirty (30) days, is a prerequisite for a Certificate of Occupancy and can be started prior to construction completion. Although coordinated by my engineer, this process will involve my attorney, lenders, and partners.

(Signature and Printed Name)
Owner

Date

(Company and Title)
Owner



DEVELOPMENT INSPECTION CARD

Community Development | 9220 Bonita Beach Rd, Suite 111 | Bonita Springs, FL 34135 | Phone: 239.444.6150

PERMIT NUMBER: DOS19-59032-BOS

ISSUED: 10/30/2020

Job Address: Entrada

INSPECTION REQUEST LINE ➔ (239) 444-6170

OR

ONLINE PERMITTING SERVICES PORTAL

<http://cityofbonitaspringscd.org/scheduled-inspections/>

Re-inspections will be subject to a \$100.00 re-inspection fee

DATE

BY

701 CLEARING LIMITS

702 SILT FENCE

601 GRADING

602 DRAINAGE

603 ROADWAY SUBGRADE

604 ROADWAY BASE

605 ASPHALT/SURFACE

607 FINAL ARCHITECTURAL

608 FINAL ENGINEERING

609 FINAL LANDSCAPING

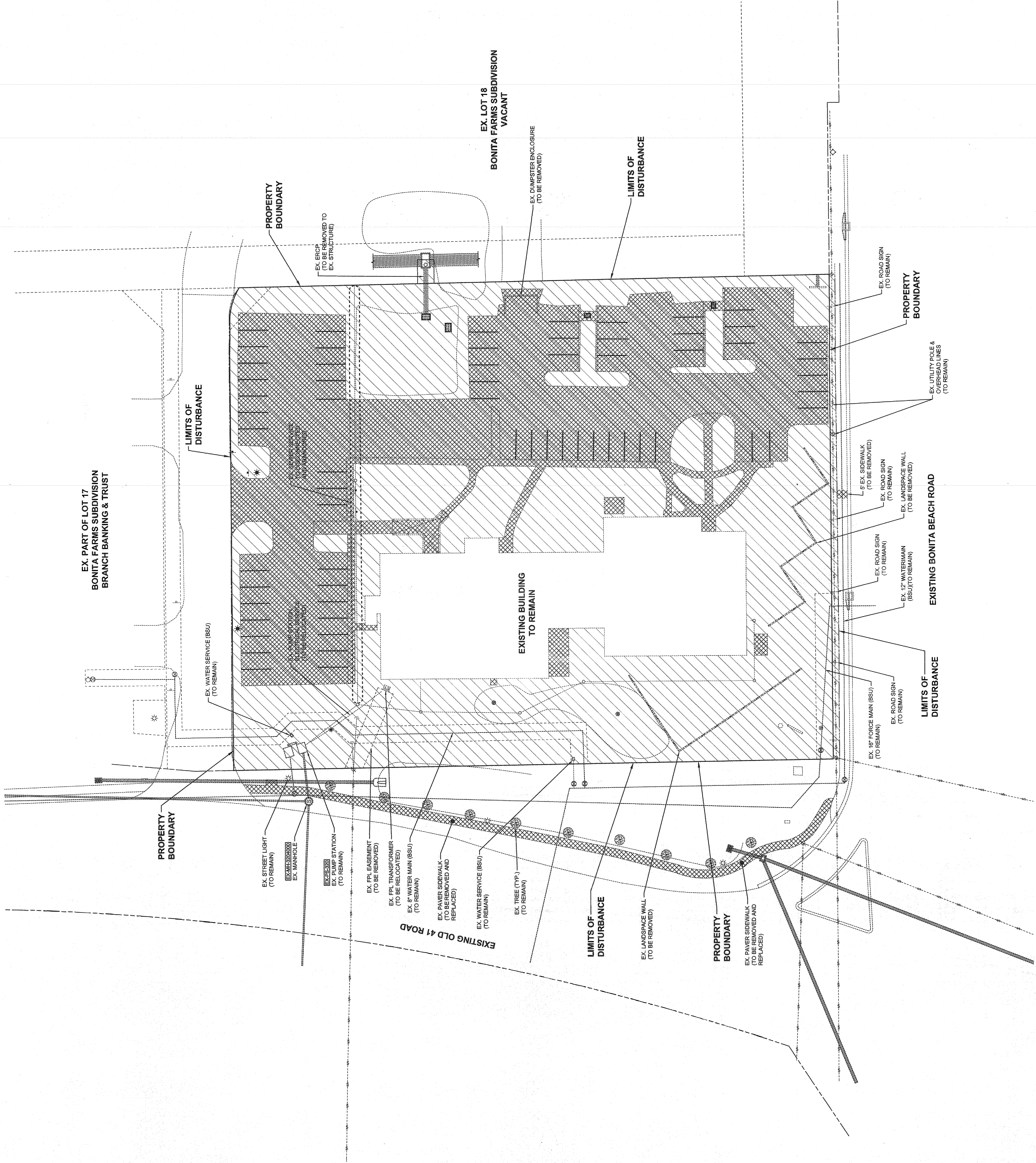
610 PUBLIC WORKS

611 BONITA SPRINGS UTILITIES

612 FINAL ENVIRONMENTAL

IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS CITY. THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE OR FEDERAL AGENCIES. BUILDING PLANS MUST BE ON JOBSITE AT TIME OF INSPECTION.

THIS CARD MUST BE PLACED ON A BOARD AT EYE LEVEL SO IT CAN BE READ FROM STREET AND BE PROTECTED FROM THE WEATHER.



GENERAL DEVELOPMENT NOTES:

- ALL CONTRACTORS AND SUB-CONTRACTORS SHALL MAINTAIN THEIR WORK AND THE SITE RELATIVE TO THEIR WORK IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN AND ALL REQUIREMENTS OF THE PROJECT N.P.D.E.S. PERMIT.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO DEWATER IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL PERMITTING REQUIREMENTS.
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF BONITA SPRINGS LDC.
- THE CONTRACTOR SHALL RETAIN ON THE WORK SITE AT ALL TIMES COPIES OF ALL PERMITS NECESSARY FOR ANY CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND CONTACT ALL UTILITY COMPANIES FOR LOCATIONS OF EXISTING UTILITIES IN THE AREA 72 HOURS (MINIMUM) PRIOR TO COMMENCING CONSTRUCTION.
- THE LOCATION OF EXISTING UTILITIES, SIDEWALKS, PAVEMENT, VEGETATION AND MISCELLANEOUS IMPROVEMENTS ARE APPROXIMATE. THE EXACT FIELD LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD PRIOR TO COMMENCING ANY CONSTRUCTION.
- THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 IS THE BENCHMARK DATUM FOR THIS PROJECT.
- ANY PUBLIC LAND CORNER WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. ANY LAND CORNER MONUMENT IN DANGER OF BEING DESTROYED MUST BE PROPERLY REFERENCED BY THE CONTRACTOR.
- EXISTING IMPROVEMENTS SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DEVIATION IN PLAN INFORMATION SHALL BE REPORTED TO THE ENGINEER AND OWNER'S REPRESENTATIVE IMMEDIATELY.
- CONTRACTOR IS REQUIRED TO OBTAIN FROM THE ENGINEER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
- UNDERGROUND CONTRACTOR SHALL MINIMIZE THE WORK AREA AND WIDTH OF ALL TRENCHES TO AVOID DISTURBANCES OF NATURAL VEGETATION. SPOIL FROM TRENCHES SHALL BE PLACED ONLY ON PREVIOUSLY CLEARED AREAS OR AS DIRECTED BY THE OWNER. CONTRACTOR SHALL NO REMOVE OR DISTURB ANY TREES AND/OR SHRUBS WITHOUT PRIOR APPROVAL OF THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS. TRAFFIC CONTROL OPERATION PROCEDURES SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.
- IMPROVEMENTS WITHIN CITY OF BONITA SPRINGS RIGHT-OF-WAY (OLD 41) SHALL REQUIRE A CITY OF BONITA SPRINGS RIGHT-OF-WAY PERMIT WITH A BOND FOR THE AMOUNT OF THE IMPROVEMENTS.

SIGNING AND MARKING NOTES:

- ALL SIGNING SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND PUBLISHED STANDARDS.
- ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH THE F.D.O.T. STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND PUBLISHED STANDARDS.
- ALL STOP SIGN LOCATIONS SHALL INCLUDE A 24" PAINTED WHITE STOP BAR UNLESS NOTED OTHERWISE.
- ALL SIGNING, PAVEMENT MARKINGS, STREET NAME SIGNS, ETC. ARE TO BE INCLUDED IN THE LUMP SUM PRICE FOR SIGNING AND MARKING.
- THE CONTRACTOR SHALL COMPLY WITH THE "STATE OF FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS" AND WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

LAND USE SUMMARY

CATEGORY	AREA	PERCENTAGE
BUILDING	0.38 AC.	16%
PAVEMENT / SIDEWALK	1.32 AC.	55%
PERVIOUS / OPEN SPACE	0.66 AC.	27%
DRY DETENTION BOTTOM	0.06 AC.	2%
TOTAL	2.42 AC.	100%

PARKING SUMMARY

USE	RATIO	REQUIRED	PROVIDED
RETAIL / RESTAURANT	16,539 SF @ 3 SPACES PER 1,000 SF (INCLUDES 1,500 SF OUTDOOR SEATING)	51	78
OFFICE	9,045 SF @ 2 SPACES PER 1,000 SF	19	32
TOTAL		70	110 (4)

NOTES:

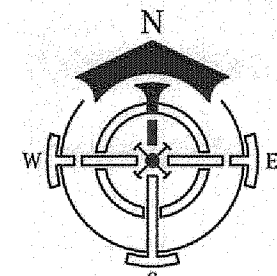
- "(4)" REPRESENTS THE NUMBER OF HANDICAP SPACES INCLUDED IN THE TOTAL SPACES.

SOLID WASTE COLLECTION CALCULATIONS

24,084 SF COMMERCIAL PROPOSED	
SOLID WASTE COLLECTION AREA REQUIRED	
24,084 SF	168 SF
TOTAL REQUIRED	168 SF
SOLID WASTE COLLECTION AREA PROVIDED	
12' x 12' ENCLOSURE x (2) ENCLOSURES	
TOTAL PROVIDED	288 SF

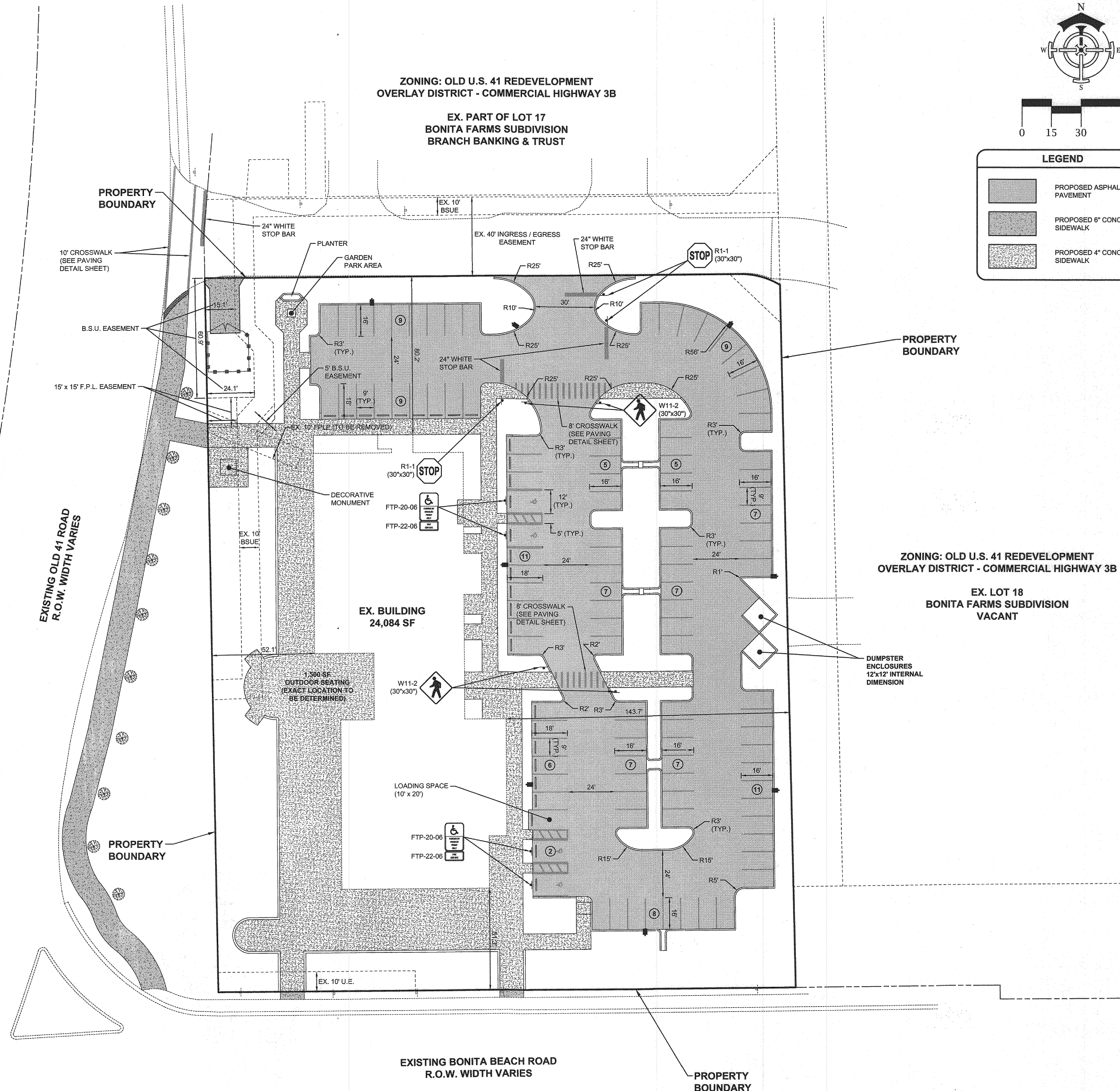
NOTES:

- THE ENCLOSURE SHALL HAVE A MINIMUM 12 FEET WIDE CLEAR OPENING.
- A MINIMUM OVERHEAD CLEARANCE OF 22 FEET IS REQUIRED.
- ALL STORAGE AREAS / CONTAINERS MUST BE ADEQUATELY SHIELDED BY A 3-SIDED ENCLOSURE WITH GATE.



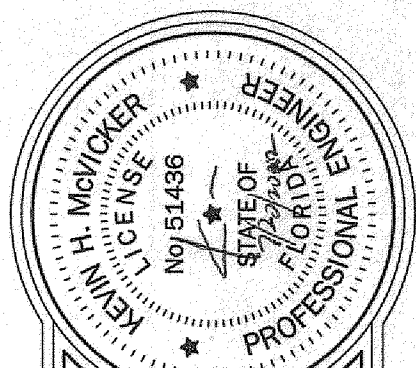
LEGEND

	PROPOSED ASPHALT PAVEMENT
	PROPOSED 6" CONCRETE SIDEWALK
	PROPOSED 4" CONCRETE SIDEWALK



ZONING: OLD U.S. 41 REDEVELOPMENT
OVERLAY DISTRICT - COMMERCIAL HIGHWAY 3B

EX. LOT 18
BONITA FARMS SUBDIVISION
VACANT



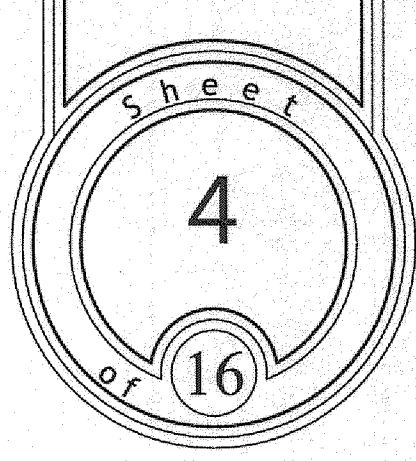
FORT CONSTRUCTION GROUP
OF SOUTH FLORIDA, INC.
A DESIGN / BUILD COMPANY
16000 Old 41 Road N., Suite 205
Apalachee, Florida 34410
O: 239.301.4944 F: 239.301.4953

THIS DOCUMENT IS THE PROPERTY OF FORT CONSTRUCTION GROUP OF SOUTH FLORIDA, INC. (FCG). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FCG. ANY UNAUTHORIZED USE OF THIS DOCUMENT IS PROHIBITED AND WILL BE SUBJECT TO LEGAL ACTION. FCG ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. FCG DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Project Name & Address
"Development Order Plans For"
ENTRADA
27975 Old 41 Road
Bonita Springs, Florida 34135

Drawn By:	Project No.	Check By:	By:	Date
C. Steward	C18-0005	K. McVicker		
Issue	Revision	No.	Date	
1	1	1		
2	2	2		
3	3	3		
4	4	4		
5	5	5		

Scale:
Sheet Name:
SITE PLAN



1. CONTRACTOR TO VERIFY THE SIZE AND LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION.
2. LOCATIONS OF PROPOSED UTILITY LINES ARE SUBJECT TO MODIFICATIONS TO PRESERVE ANY EXISTING VEGETATION AS DETERMINED BY THE ENGINEER.
3. WHEN REFERENCING IMPROVEMENTS ADJACENT TO THE SUBJECT PROPERTY THE WORD "EXISTING" (OR ABBREVIATED "EXIST") SHALL MEAN IMPROVEMENTS PROPOSED BY THE DEVELOPER WHICH ARE INTENDED TO BE CONSTRUCTED PRIOR TO OR CONCURRENT WITH THIS PROJECT.
4. NO TREES OR SHRUBS SHALL BE PLACED SO AS TO BLOCK ACCESS OR LINE OF SIGHT TO FIRE HYDRANTS PLACED WITHIN LANDSCAPE ISLANDS THROUGHOUT THE PROJECT SITE.
5. CONTRACTOR TO PROVIDE UTILITY RECORD DRAWINGS TO OWNER AND ENGINEER PRIOR TO FINAL PAYMENT REQUEST.
6. ALL UNDERGROUND UTILITIES LOCATED BENEATH THE STABILIZED PORTION OF THE ROAD BEAD SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF THE ROAD BEAD.
7. CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST 48 HOURS PRIOR TO THE START OF UNDERGROUND CONSTRUCTION THE CONTRACTOR SHALL DETERMINE IF UTILITIES OTHER THAN THOSE SHOWN THE PLANS EXIST.
8. CONTRACTOR TO EXERCISE CARE TO PROTECT THE ROOTS OF TREES TO REMAIN, WITH THE BRANCH SPREAD OF SUCH TREES, PERFORM ALL TREENING AND BRANCH PRUNING TO MAINTAIN THE TREES ONLY WHEN UTILITIES CAN BE INSTALLED IMMEDIATELY ADJACENT TO THE TRUNK AND BRANCHES OF THE TREE AND BACKFILL AS SOON AS POSSIBLE.
9. THE CONTRACTOR IS REQUIRED TO ADJUST ALL EXISTING AND PROPOSED VALVE BOXES, MANHOLE RIMS, GRATES, ETC. AS REQUIRED TO MATCH THE PROPOSED GRASSES.
10. CASINGS AND/OR CONDUIT SHALL EXTEND FIVE(5) FEET BEYOND THE EDGE OF PAVEMENT, BACK OF CURB AND/OR SIDEWALK, BACK OF GROUND, AND SHALL BE SHOWN IN RECORD DRAWINGS TO THE ENGINEER.
11. CONTRACTOR TO INSTALL WATER MAINS SUCH THAT A MINIMUM OF 6" HORIZONTAL CLEARANCE AND 12" VERTICAL CLEARANCE IS PROVIDED BETWEEN WATER MAINS AND WASTEWATER MAINS PER FLORIDA ADMINISTRATIVE CODE.

1. ALL WASTEWATER CONSTRUCTION TO BE IN ACCORDANCE WITH BONITA SPRINGS UTILITIES TECHNICAL SPECIFICATIONS AND DETAILS, LATEST EDITION.
2. CONTRACTOR TO VERIFY INVERT ELEVATION AND LOCATION OF EXISTING SANITARY SEWER MANHOLES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL SANITARY SEWER LINES SHALL BE PVC (SDR 28), GREEN IN COLOR, UNLESS OTHERWISE NOTED, WITH A MINIMUM OF 36" COVER.
4. ALL SEWER LENGTHS ARE APPROXIMATE AND ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
5. MANHOLE TOPS ARE APPROXIMATE AND SHOULD BE ADJUSTED TO FINAL GRADE OR PAVEMENT ELEVATION.
6. ALL SANITARY SEWER SERVICES TO BE 6" IN DIAMETER, UNLESS OTHERWISE NOTED.
7. ALL SANITARY SEWER MAN TESTING SHALL BE IN ACCORDANCE WITH THE CITY OF BONITA SPRINGS TECHNICAL SPECIFICATIONS FOR GRAVITY SEWING FOR GRAVITY SEWING.
8. CONTRACTOR TO COORDINATE WITH THE CITY OF BONITA SPRINGS TO VERIFY THE CONDITION OF THE COATING OF THE EXISTING MANHOLES AND RE-COAT IF NECESSARY.

1. ALL POTABLE WATER CONSTRUCTION TO BE IN ACCORDANCE WITH THE BONITA SPRINGS UTILITIES UTILITIES TECHNICAL SPECIFICATIONS AND DETAILS, LATEST EDITION.
2. THE CONTRACTOR SHALL PLACE PROPOSED VALVES AS SHOWN. THE VALVE BOX SHALL NOT BE LOCATED IN CURB AND GUTTERS.
3. ALL COMPONENTS OF THE POTABLE WATER SYSTEM, EXCLUDING FIRE HYDRANTS, SHALL BE IN CONFORMANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE'S INTERNATIONAL STANDARD #61. THE LOCATION OF PUBLIC WATER SYSTEM MAINS SHALL BE IN ACCORDANCE WITH F.A.C. RULES 62-40, 62-550 AND 62-560. ALL COMPONENTS, INSTALLATION AND TESTS OF THE POTABLE WATER SYSTEM SHALL BE IN ACCORDANCE WITH A.W.W.A. APPLICABLE STANDARDS.
4. PROPOSED WATERLINE FITTINGS ARE SHOWN AT MAJOR BENDS IN WATER MAIN ALIGNMENT. CONTRACTOR SHALL UTILIZE ADDITIONAL FITTINGS AS NECESSARY TO DEFLECT WATERLINE IN ACCORDANCE WITH THE UTILITY PROVIDER SPECIFICATIONS.
5. THE ENDS OF ALL CAPPED POTABLE WATERLINES SHALL BE MARKED WITH ELECTRONIC MARKER AND 2'x4" STAKES 5' IN LENGTH WITH 2" ABOVE GROUND.
6. THE CONTRACTOR SHALL PROVIDE AND INSTALL BLUE-BLUE REFLECTIVE PAVEMENT MARKERS AS REQUIRED IN CENTER OF ADJACENT TRAVEL LANE AT EACH FIRE HYDRANT.
7. ALL WATER VALVES SHALL CONFORM TO A.W.W.A. C-509 RESILIENT SEATED TYPE.
8. CONTRACTOR SHALL USE 45° BENDS AT CONFLICTS. RESTRAINTS TO BE MEGA-LUG, TYLER MIM GLANDS OR APPROVED EQUAL.
9. ALL WATER MAINS SHALL HAVE A MINIMUM OF 30" COVER, 36" UNDER PAVEMENT AND 48" MAXIMUM.
10. ALL POTABLE WATERLINES SHALL BE AWWA C-900, DR-18 CLASS 225 PVC RIBBED GASKETED PIPE WITH BELL AND SPIGOT ENDS UNLESS OTHERWISE NOTED. ALL WATERLINES UNDER PROPOSED ROADWAY SHALL BE DR-14 CLASS 305 PVC.
11. ALL EXISTING WATER SERVICES TO BE ABANDONED SHALL BE ABANDONED IN ACCORDANCE WITH BONITA SPRINGS UTILITIES SPECIFICATIONS.

1. THE LENGTH OF ALL STORM DRAIN PIPES SHOWN ARE APPROXIMATE AND ARE MEASURED FROM THE INSIDE FACE OF STRUCTURE TO THE INSIDE FACE OF THE NEXT STRUCTURE.
2. EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING THE COURSE OF CONSTRUCTION.
3. THE LOCATION OF ALL EXISTING AND PROPOSED DRAINAGE STRUCTURES ON THE PLANS MAY BE FIELD ADJUSTED TO PRESERVE ANY EXISTING VEGETATION, AS APPROVED BY THE ENGINEER.
4. DURING CONSTRUCTION, ALL INLET OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MIRAFI 140N, OR APPROVED EQUIVALENT) TO PREVENT DEBRIS FROM ENTERING THE DRAINAGE SYSTEM.
5. THE CONTRACTOR SHALL ADJUST ALL PROPOSED ELEVATIONS TO MEET THE EXISTING GRADES AS NEEDED.
6. ALL STORM DRAINAGE PIPE SHALL BE REINFORCED CONCRETE PIPE (RCP), UNLESS OTHERWISE NOTED.
7. PROPOSED GRADES IN OPEN SPACE AREAS ARE TOP OF SOD.
8. THE SUBJECT PARCEL IS LOCATED IN FLOOD ZONES "X" BASED ON FLOOD INSURANCE RATE COMMUNITY PLAN 13007-0058F, AUGUST 28, 2005.
9. THERE ARE NO KNOWN IMPACTS TO SURFACE GROUND WATER RESULTING FROM THE PROJECT.

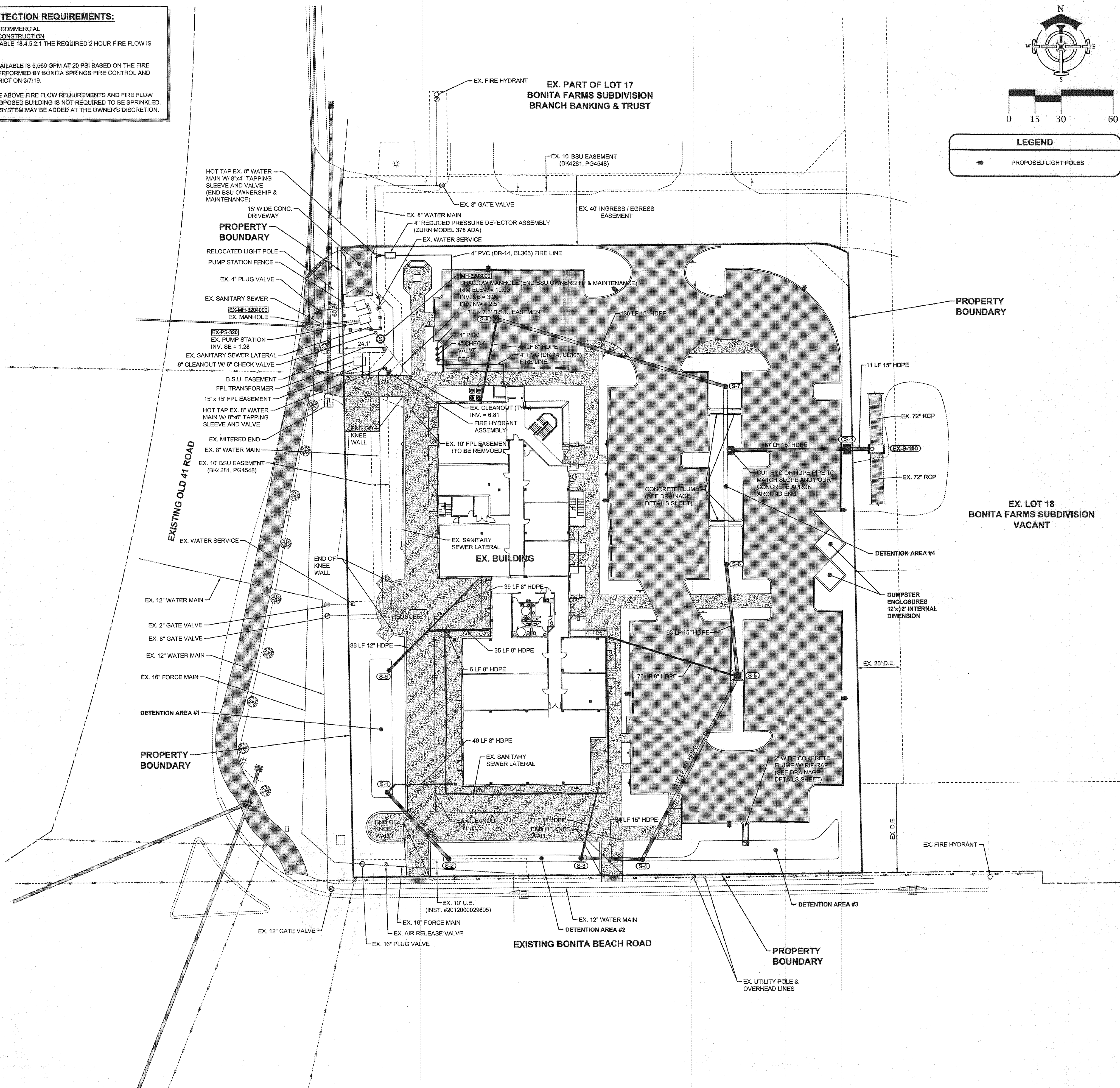
PROJECT DATUM
NAVD

DRAINAGE STRUCTURE TABLE		
(S-1) HOPE INLET - SEE DETAIL GRATE ELEV. = 5.30 INV. SE (15') = 5.65 INV. NE (8') = 5.85	(S-5) TYPE 'C' INLET - SEE DETAIL FOOT #425-052 GRATE ELEV. = 10.35 INV. SW (15') = 5.10 INV. N (15') = 5.10 INV. W (15') = 5.00	(S-8) HOPE INLET - SEE DETAIL GRATE ELEV. = 8.30 INV. NE (12') = 6.00
(S-2) HOPE INLET - SEE DETAIL GRATE ELEV. = 8.30 INV. NW (15') = 5.45	(S-6) HOPE INLET - SEE DETAIL GRATE ELEV. = 8.30 INV. E (15') = 5.00	(CST-1) CONTROL STRUCTURE SEE DETAIL GRATE ELEV. = 11.45 INV. E (15') = 7.00 INV. W (15') = 7.00
(S-3) HOPE INLET - SEE DETAIL GRATE ELEV. = 6.30 INV. E (15') = 5.40 INV. N (8') = 5.40	(S-7) HOPE INLET - SEE DETAIL GRATE ELEV. = 8.30 INV. W (15') = 5.90	EX-S-100 EX. JUNCTION BOX RIM ELEV. = 10.09 INV. N (72") = -1.11 INV. S (72") = -1.12 INV. W (14'x23") = 7.98 WEST PIPE CONNECTION TO BE REMOVED AND REPLACED WITH 15" HDPE INV. = 6.90
(S-4) HOPE INLET - SEE DETAIL GRATE ELEV. = 6.30 INV. W (15') = 5.30 INV. NE (15') = 5.85	(T-1) TYPE 'C' INLET FOOT #425-052 GRATE ELEV. = 10.60 INV. E (15') = 7.70 INV. S (8') = 7.70	

24,084 S.F. OF COMMERCIAL
TYPE III (200) CONSTRUCTION
PER NFPA 1, TABLE 18.4.5.2.1 THE REQUIRED 2 HOUR FIRE FLOW IS
3,250 GPM.

FIRE FLOW AVAILABLE IS 5,569 GPM AT 20 PSI BASED ON THE FIRE FLOW TEST PERFORMED BY BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT ON 3/7/19.

BASED ON THE ABOVE FIRE FLOW REQUIREMENTS AND FIRE FLOW TEST, THE PROPOSED BUILDING IS NOT REQUIRED TO BE SPRINKLED. A SPRINKLER SYSTEM MAY BE ADDED AT THE OWNER'S DISCRETION.



FORT CONSTRUCTION GROUP
OF SOUTH FLORIDA, INC.

THIS CERTIFICATION IS FOR STRUCTURAL COMPONENTS IN
JOINTS (CURRENT ADOPTEO EDITION) FOR WIND AND GRAVITY LOADING

Project Name & Address

ENTRADA

27975 Old 41 Road
Bonita Springs, Florida 34135

Drawn by: C. Steward	Project No. C18-0005	Check by: K. McVicker
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Scale:

Sheet Name:

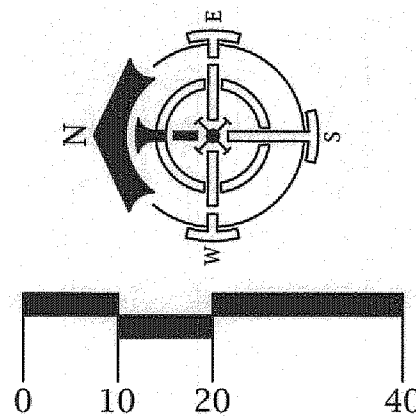
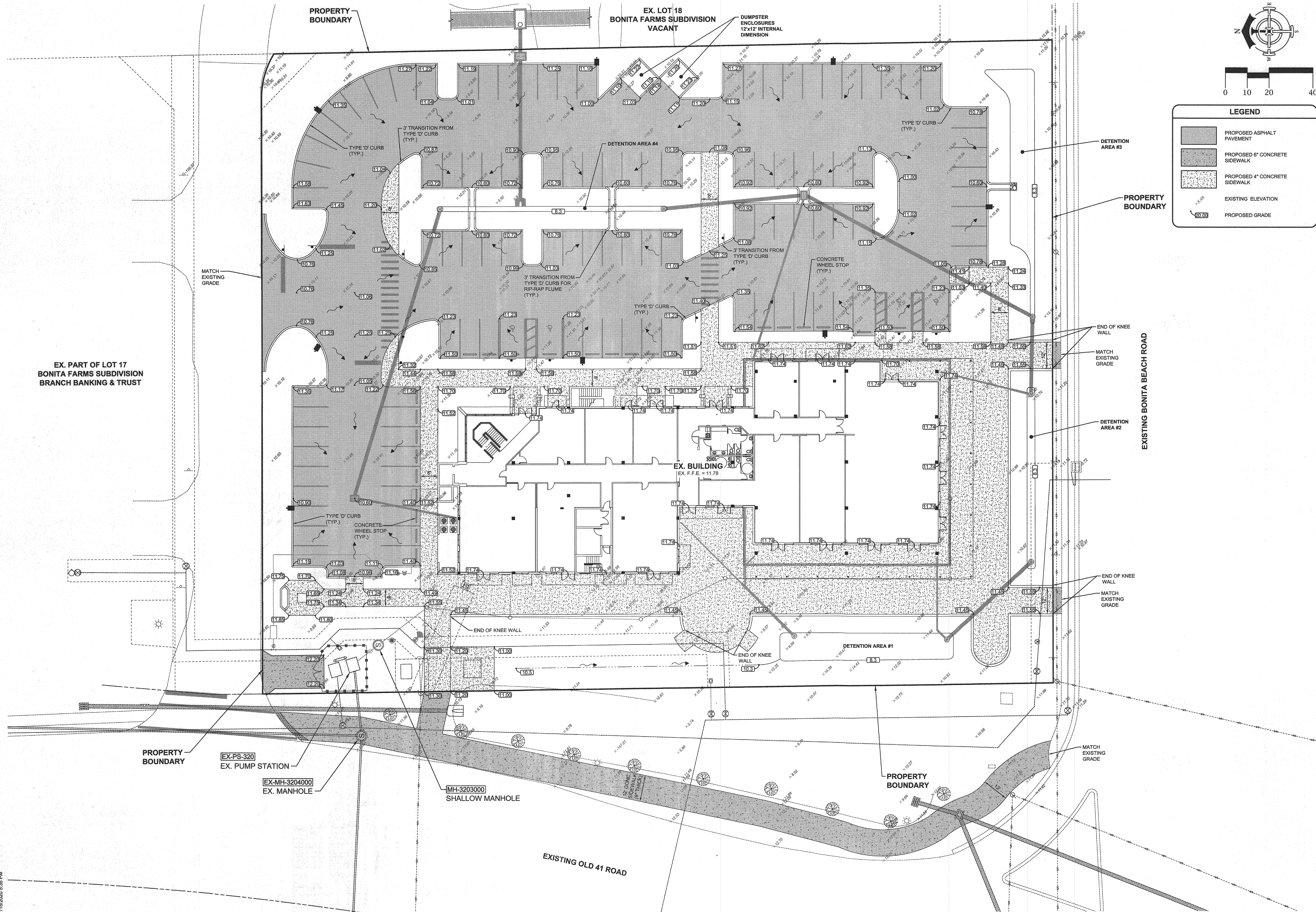
DRAINAGE & PLAN

Sheet

5

16

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LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED 6" CONCRETE SIDEWALK
- PROPOSED 4" CONCRETE SIDEWALK
- EXISTING ELEVATION
- PROPOSED GRADE

Project Name & Address

Development Order Plans For
ENTRADA
27975 Old 41 Road
Bonita Springs, Florida 34135

Check by: K. McVicker
Project No.: C18-0005
Drawn by: C. Steward

No.	Issue	Date
1		
2		
3		
4		
5		

Scale:
Sheet Name:
GRADING & PAVING PLAN (A)

Professional Engineer
LENN H. McVICKER
No. 51438
STATE OF FLORIDA
Professional Engineer

Fort Construction Group of South Florida, Inc.
A DESIGN / BUILD COMPANY
16000 Old 41 Road N., Suite 205
Naples, Florida 34110
O: 239.301.4947 F: 239.301.4953

Sheet
6
16

CITY OF BONITA SPRINGS
APPLICATION FOR RIGHT-OF-WAY CONSTRUCTION PERMIT
Roadway Connection

☐ Utility Installation☒ Commercial Roadway Connection

Other _____

Name of Applicant: Fort Construction Group of Naples, Inc.
(Owner or Contractor)Contractor: Brooks WitcherMailing address: 28290 Old 41 Rd. Unit 16License No(s): CGC1526143Type(s): Certified General ContractorExp. Date(s): 08/31/2022Bonita Springs, FL 34135Phone: 239-301-4947Contact Person: Brooks Witcher or Rebekah Witcher**FOR THE PURPOSE OF CONSTRUCTING OR INSTALLING:**☐ Overhead Utility☐ Cable TV☐ Power Line☐ Telephone Line☐ Other _____☒ Underground Utility☐ Cable TV☐ Jack & Bore☐ Open Cut (Justification Req.)☐ Power Line☒ Sewer Line☐ Telephone☐ Water Line☐ Dewatering☐ Other _____☒ Roadway☐ Accel/Decel Lane☐ Curb & Gutter☐ Catch Basin☒ Sidewalk☐ Drainage Culvert☐ Turn Lane☐ Widening☐ Driveway☐ Other _____Location: 27975 Old 41 Rd.Bonita Springs, FL 34135

Subdivision: _____

The Work Herein Described,

If Permitted will Begin On: 07/19/2021

Maintenance of Traffic Plan(s) to be used:

☐ F.D.O.T. Design Index No(s) 102-660☐ Special/Non-Standard (Attach 2 Copies)Estimated Cost of Work Within R/W \$ 1,000.00

CITY OF BONITA SPRINGS MUST HAVE COMPLETE STRAP/PARCEL NO. BEFORE PROCESSING YOUR APPLICATION: 35-47-25-B3-00117.0020

Development Order No: DOS19-59032-BOSEstimated Construction Time: 14 DaysAdditional Information: No Lane Closures, sidewalk only.

REQUIRED PRIOR TO THE ISSUANCE OF A RIGHT-OF-WAY PERMIT: PROOF OF LIABILITY INSURANCE \$1,000,000.00 AND A CASH OR SURETY BOND EQUAL TO 110% OF THE ESTIMATED CONSTRUCTION COST (MINIMUM OF \$15,000)

Permit to be issued by: ☐ Owner ☐ ContractorPayment Method: ☐ Cash (Attach Check) ☐ Surety (Single/Multiple Permit)

Office Use Only

Date Issued: _____

Approved: _____

PCW 21-71LO CashCheck ☒

Invoice _____

Date: 7/16/21Employee Initials XX

Grade Stakes Date Requested: _____

Construction Completed -- Date: _____

Sign Here

CITY OF BONITA SPRINGS PUBLIC WORKS DEPARTMENT
RIGHT-OF-WAY CONSTRUCTION PERMIT
Roadway Connection

PERMIT NUMBER: ROW 21-71

ISSUED: July 16, 2021
EXPIRES: January 16, 2022

Project Name: Commercial Roadway Connection

Applicant Name: Fort Construction Group of Naples Contractor: Brooks Witcher

Mailing Address: 28290 Old 41 Road, #16, Bonita Springs, FL 34135

Description: Sewer Line

Site Address: 27975 Old 41 Road, Bonita Springs, FL 34135

Overhead Utility ☐

☐ Cable TV

☐ Power Line

☐ Telephone Line

☐ Other

Underground Utility ☒

☐ Cable TV

☐ Jack & Bore

☐ Open Cut

☐ Power Line

☒ Sewer Line

☐ Telephone

☐ Water Line

☐ Other

Roadway ☒

☐ Accel/Decel Lane

☐ Curb & Gutter

☐ Catch Basin

☐ Drainage Culvert

☐ Turn Lane

☐ Widening

☒ Other: Sidewalk

Strap Number: 35-47-25-B3-00117.0020

Bonding Provided By: Old Republic Surety Company

Amount of Bond: \$15,000.00

Type of Bond: Surety

MOT Index Number: 102-660

NOTIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK. (2) ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH CITY OF BONITA SPRINGS STANDARDS. (3) ATTACH TWO (2) SETS OF PLANS OR SKETCHES SHOWING DETAILS OF PROPOSED WORK AND EXACT LOCATION RELATIVE TO THE RIGHT-OF-WAY, EDGE OF PAVEMENT, AND NEAREST ROADWAY INTERSECTION. (4) NOTIFY CITY OF BONITA SPRINGS (239-949-6262) 24 HOURS PRIOR TO BEGINNING WORK AND UPON COMPLETION FOR A FINAL INSPECTION/APPROVAL.

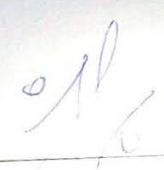
ADDITIONAL REQUIREMENTS: Density Reports Required.

☐ AS-BUILT PLANS (SKETCH)

☒ APPROVED

☐ DENSITY REPORTS

☐ APPROVED AS AMENDED

BY: 

DATE ISSUED: _____

Conditions of Permit: (1) The construction or maintenance shall not interfere with the property rights of another property owner. (2) All work shall be done in keeping with standards of the City of Bonita Springs and under the supervision of the Public Works Department. (3) All materials and equipment shall be subject to inspection by the Public Works Department. (4) During the construction, all safety regulations of OSHA and Florida Department of Transportation shall be observed. The City shall be relieved of all responsibility from damage or liability of damage of any nature arising from work authorized under this Permit. Subject to the same terms and conditions, holder must take such measures, including placing and displaying caution, warning lights, and barricades as may be necessary in safely conducting the construction and maintenance work hereunder. (5) All City property shall be restored to its original condition to the satisfaction of the Public Works Department. Grassing and/or seeding of ROW disturbed is required after completion of all work within the right-of-way. (6) All overhead installations shall conform to clearance standards. All underground crossing installations shall be placed at a minimum depth of thirty (30) inches below the pavement and/or existing ground elevation. Exceptions may be made in special cases by the City of Bonita Springs. (7) The attached sketch covering details of this installation shall be made a part of this permit. If additional plans are required, they shall become a part of this permit. (8) It is expressly stipulated that this permit is a license for permissive use only and that replacing of facilities upon public property pursuant to this permit shall not operate to create or to vest any property right in said holder. (9) Whenever necessary for the construction, repair, improvement, alteration or relocation of all, or any portion of said highway as determined by the Public Works Department, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway, or reset or relocated there or as required by the Public Works Department, at the expense of the permittee. (10) When required, the permittee shall provide a right of way permit bond. Such bond shall be released one year after inspection and acceptance of work; however, if necessary, the bond or a portion thereof, shall be applied to the cost of verifying compliance with the permit conditions and/or repairing unsatisfactorily restored right of way. (11) Requests for inspection (239-949-6262) shall be made at least 24 hours prior to the required inspection. (12) a copy of the approved permit, including all plans and attachments, shall be on the job while work is underway. (13) The applicant expressly agrees to abide by all terms and conditions of the permit and the requirements of City policy for construction activities on City of Bonita Springs rights of way and easements. Said policy is hereby made a part of this permit and incorporated herein.

Attachment #1

- 1) A copy of the approved permit, plans, and attachments must be on the job site while the work is being performed.
- 2) The permittee is required to obtain all applicable local, state, and federal permits.
- 3) Call City of Bonita Springs Public Works Department for all final inspections (239) 949-6246.
- 4) Do not open cut, or disturb any City of Bonita Springs maintained roads without prior approval. (see #5)
- 5) If an open cut is granted, the permittee must use flowable fill in the repair of the open cut. (See City of Bonita Springs Trench Restoration detail sheet.)
- 6) All restoration work is to be in-kind. Any disturbed grass is to be re-sodded, or as directed by City of Bonita Springs representative.
- 7) Notify City of Bonita Springs Public Works Department at (239) 949-6246, 24 hours in advance for inspections of:
 - a. Culvert pipe, prior to covering (must have mitered ends with concrete aprons). Note: Grates (FDOT standard – side drain) are required for culverts 30" (24" x 38") in diameter or greater.
 - b. Finished subgrade (with approved densities)
 - c. Limerock base (with approved densities)
 - d. Concrete forms (when applicable)
 - e. Tie-ins to existing drainage
- 8) Copies of asphalt and/or concrete delivery tickets are to be submitted prior to final inspection.
- 9) Maintenance of Traffic (MOT) Procedures:
 - a. **No** lane closures on City of Bonita Springs maintained roads without prior approval from City of Bonita Springs.
 - b. MOT plans should reference the most current FDOT Index 600 series.
 - c. MOT proposals for a lane closure must be submitted at least 48 hours in advance of the work to City of Bonita Springs Public Works Department for review and approval – fax (239) 949-6245.
 - d. If a lane closure is granted; lane may NOT be closed to traffic before 9:00am, and the closed lane must be re-opened to traffic by 4:00pm.
- 10) Call City of Bonita Springs Public Works Department at least 48 hours in advance for field location of any City of Bonita Springs underground facilities (239) 949-6246.
- 11) Slopes within City of Bonita Springs right of way shall not exceed 3:1.
- 12) Pedestrian access on City of Bonita Springs sidewalks and bikepaths must be maintained at all times with a safe, passable surface. If a sidewalk or bikepath must be closed, signage in advance of the closed portion of sidewalk/bikepath must be posted for pedestrians to select an alternative route.
- 13) For all locations where signage is to be installed in a concrete median, the permittee must supply the appropriate number of 6" PVC sleeves for sign installation.
- 14) No construction equipment or materials shall be on City of Bonita Springs roads without a proper MOT in place.
- 15) Contractors are responsible for any debris/material that enters a City of Bonita Springs roadway as a result of work done on-site, and they must periodically broom the roadway, or take other appropriate measures to keep the roadways safe and clear of debris and/or material.
- 16) Use all required turbidity control measures that are necessary to protect the work site and surrounding properties in accordance with all applicable government agency regulations.
- 17) The minimum overhead clearance of City of Bonita Springs maintained roads is 18'.
- 18) Dewatering equipment shall be setup at each pit for jack & bore projects.

- 19) Any pressurized lines under City of Bonita Springs maintained roads shall be in a casing (HDPE-DR11 or 3000 psi steel).
- 20) Any and all abandoned water/sewer lines in City of Bonita Springs right of way will be filled with grout or removed.
- 21) Any and all sidewalks that are damaged by the permittees construction activities must be repaired or replaced within 48 hours to a full joint section. Thickness for sidewalk and aprons shall be a minimum of 6" inches at driveway entrances.
- 22) Any and all concrete driveways that are damaged shall be repaired or replaced to the first joint.
- 23) Decorative driveways must be replaced in-kind.
- 24) Permittee must maintain 30" minimum cover from the designed flow line in the swale and the proposed utility.
- 25) Maintain 36" (minimum) of cover for any bore under a City of Bonita Springs maintained roadway.
- 26) All Roadway Striping Shall Be Thermoplastic.

HANDWRITTEN NOTES ARE IN ADDITION TO ALL PRINTED REQUIREMENTS

DEWATERING

If the City of Bonita Springs Public Works Department approves your request to dewater into the municipal storm system. Please be aware of the following conditions:

- Notify Public Works Department (239-949-6246) 48 hours prior to commencement of dewatering activities.
- Compliance with SFWMD dewatering conditions is mandatory, including water quality of the discharge. If turbidity levels increase beyond 29 NTUs above background, notify the Public Works Department (239)949-6244 or david.liccardi@cityofbonitasprings.org. A method of testing turbidity (turbidity meter) must be present on site.
- Sedimentation or damage to the municipal system must be repaired and approved by the Public Works Department.
- Notify the Public Works Department (239) 949-6244, David Liccardi, within 48 hours of shutting down pumps.

BOND NO. OFL5951157

RIGHT-OF-WAY CONSTRUCTION PERMIT BOND
(Single Permit Form)

KNOW ALL MEN BY THESE PRESENTS, THAT
Fort Construction Group of Naples, Inc as
Principal, and the Old Republic Surety Company

With its principal office at 445 S. Moorland Road, Suite 200, Brookfield, WI 53005

as SURETY or OBLIGOR, are held and firmly bound unto the CITY OF BONITA SPRINGS, CITY or OBLIGEE, in the penal sum of \$ 15,000.00 Dollars, the payment of which will and truly be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this 14th day of July, 2021.

WHEREAS, the said OBLIGEE has granted or is granting to the said Principal, permission or permits to conduct work and/or construction within the City's right-of-way located at 27975 Old 41 Rd. Bonita Springs, FL. 34135 under Right-of-Way Permit No. ROW 21-71.

NOW, THEREFORE, if said Principal shall fully indemnify the OBLIGEE against all losses arising by reason of its failure to comply with any of the laws, ordinances, resolutions or rules and regulations governing the RIGHTS-OF-WAY in the CITY, then this obligation shall be void, otherwise it will remain in full force and effect,

PROVIDED, HOWEVER, that the SURETY shall have the right to terminate its liability hereunder by serving written notice upon the OBLIGEE thirty (30) days in advance its intention to do so.

SUCH termination or cancellation shall not affect any liability incurred or accrued under the Bond prior to the effective date of such termination or cancellation;

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the SURETY on this instrument unless the same be brought or instituted, and process served upon the SURETY within twelve months after termination or cancellation of this Bond as set forth in the preceding paragraph.

N/A
Resident Agent

By: Fort Construction Group of Naples, Inc
Principal

By: Old Republic Surety Company
Surety

By: Matthew T Smith
Attorney-in-Fact

FL License # E148192





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does hereby create, make and appoint:

MATTHEW T. SMITH, HEATHER PARUTA, OF FORT MYERS, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29TH day of JANUARY, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 29TH day of JANUARY, 2020

Karen J. Haffner

, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2924

Signed and sealed at the City of Brookfield, WI this

14TH day of

July, 2021.



Karen J. Haffner

Assistant Secretary

SMITH INSURANCE & BONDS

ROAD CLOSURES

Road closures will be approved with no less than five (5) business days' notice. City Departments and Lee County Agencies must have no less than five (5) business days' notice to time of closure. The following agencies will be notified by email prior to any road closure and proof of notification included in the permit application:

<u>Department</u>	<u>Email Address</u>	<u>Phone Number</u>
City Manager Office	arleen.hunter@cityofbonitasprings.org	(239) 949-6262
Fire Department	daigle@bonitafire.org	(239) 949-6200
Police Department	blee@sheriffleefl.org;	
	jbogliole@sheriffleefl.org	(239) 477-1840
Utilities Maintenance	jjenkins@bsu.us; khoskins@bsu.us	(239) 992-0711
LDOT	rcerchie@leegov.com	(239) 533-8580
FDOT	brian.deboy@dot.state.fl.us	(239) 985-7807
Lee County EMS	benjamin.abes@leegov.com	(239) 533-3911
Lee County School Board	gregad@leeschools.net	(239) 334-1102
	boardoffice@leeschools.net	

Road to be Closed:				
Between:	And:			
Beginning Date:	Time:			
Ending Date:	Time:			
Cross Streets Affected:	Closed:	One Lane:	Flagger:	Other:
Cross Streets Affected:	Closed:	One Lane:	Flagger:	Other:
Type of Work:				
Contractor(Include name, address, and emergency phone number):				
Will the road be completely closed?	Yes/ No			

ALL WORK PERFORMED AS PART OF THIS PERMIT SHALL INCLUDE A "MAINTENANCE OF TRAFFIC PLAN" PREPARED BY A PERSON WHO HAS SATISFACTORILY COMPLETED THE "FOOT ADVANCED MAINTENANCE OF TRAFFIC COURSE" AND HAS A CURRENT QUALIFICATION, AND SHALL AT A MINIMUM BE CONSISTENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION INDEX SERIES 600.

A copy of this sheet shall be emailed to all of the entities listed above and a copy of the MOT and detour route included. A copy of an email with this page will serve as proof the agency was contacted.

CITY OF BONITA SPRINGS
PAVEMENT RESTORATION GUIDELINES
(COMMERCIAL)

GENERAL NOTES:

Base and backfill material shall be the same type and composition as the materials removed or equal. Material of greater structural adequacy will also be permitted. Existing material removed during construction shall be permitted to be used as backfill provided that it has not been contaminated with deleterious material and provided that it is at least equal to minimum City standards.

Base material over excavated portion of ditch shall be at least twice the thickness as the original base material.

Base material shall be placed in layers not greater than 6" and each layer shall be tamped or rolled to obtain the minimum specified density.

Pavement joints shall be mechanically sawed and tacked prior to patching. Surface treatment joints shall be lapped and feathered.

Replacement pavement surface course shall be consistent with adjacent existing surface unless specified otherwise in the Permit.

Top of underground cable or pipe shall be a minimum of 30" below the existing pavement, or the existing ground elevation where crossing ditches or swales, unless otherwise approved by the City of Bonita Springs, Public Works Department.

"As-built" drawings will not be required as long as the work as done is shown correctly on the permit issued for the work.

The City must be notified at least 24 hours prior to beginning work, and within 24 hours after work is completed. This notification requirement is in addition to any calls for required inspections.

DENSITY REQUIREMENTS:

Backfill for Stages 1 and 2, and base material shall be placed in layers not to exceed 6" (compacted thickness). Compaction shall be 100% of AASHTO T-00 (Standard Proctor) or 98% of AASHTO T-180 (Modified Proctor).

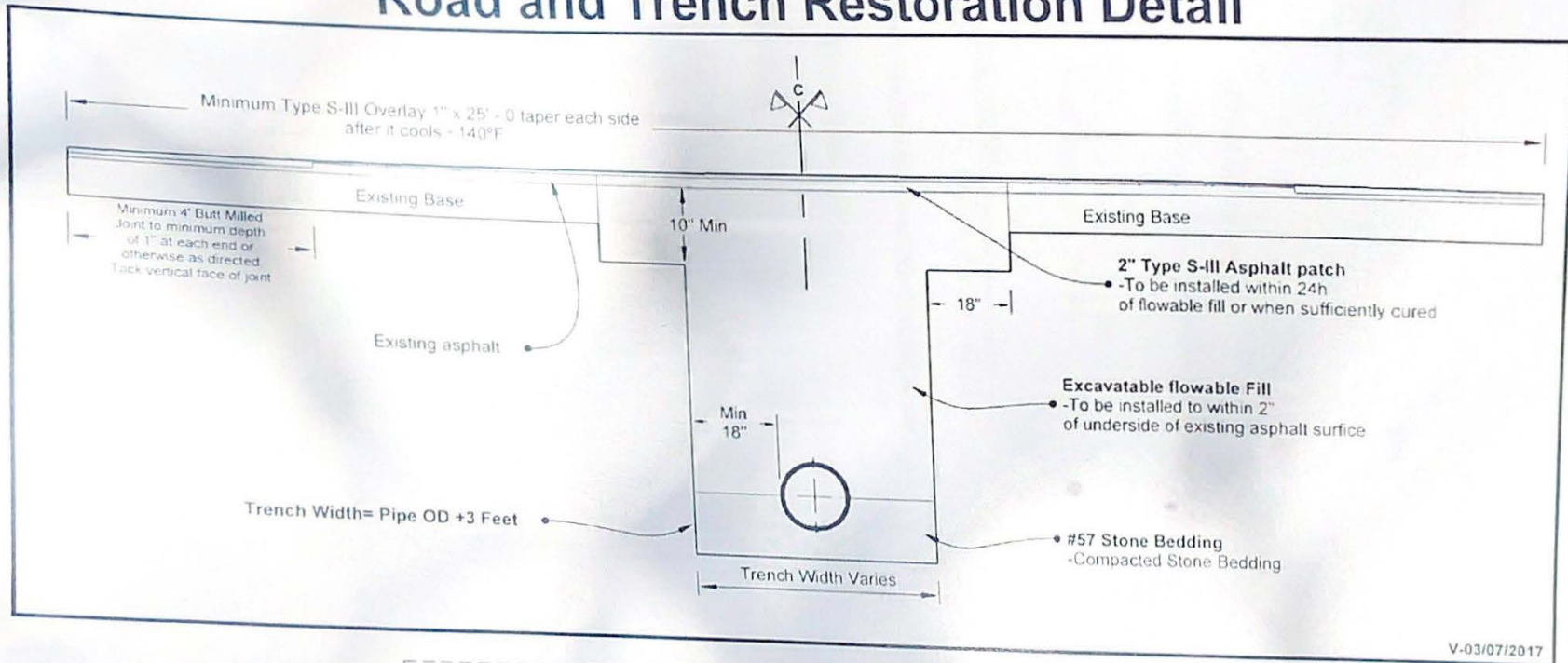
Stage 1: Provide compacted fill beneath and around the pipe or duct to the spring line elevation (midpoint of pipe or duct) using an appropriate tamping method suitable to the work and accepted by the City of Bonita Springs Public Works Department. If required by soil conditions, the Stage 1 bedding shall be placed on a layer of stone or gravel at least 5" thick.

Stage 2: Backfill shall continue in lifts to the top of the subgrade. Each lift shall be mechanically tamped to insure adequate compaction. The City of Bonita Springs Public Works Department may require density tests to confirm the achievement of minimum compaction requirements. Such testing, if necessary, shall be at the sole expense of the permittee.

Base Material: Place base material and compact mechanically to achieve 98% of maximum density by AASHTO T-180 (Modified Proctor) under the existing or proposed roadway.

Open Cut / Trench Restoration: Refer to Road Trench Restoration Detail.

Road and Trench Restoration Detail



Inspector Notes:



4233



FORT CONSTRUCTION GROUP OF SOUTH FL, INC
16000 OLD 41 ROAD SUITE 205
NAPLES, FL 34110
(239) 301-4947

First Florida Integrity Bank 3560 KRAFT ROAD
NAPLES, FL 34105

63-1632/670

7/15/2021

PAY TO THE
ORDER OF

City of Bonita Springs

\$**200.00

DOLLARS

Two Hundred and 00/100

City of Bonita Springs
9220 Bonita Beach Rd. Suite 111
Bonita Springs, FL. 34135



[Signature]
AUTHORIZED SIGNATURE

MEMO

Entrada ROW

⑈004233⑈ ⑈067016325⑈ 1097005⑈

4233

FORT CONSTRUCTION GROUP OF SOUTH FLORIDA, INC

7/15/2021

City of Bonita Springs

Entrada ROW

200.00

First Florida Integrity B Entrada ROW

200.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Berne Barton	FAX (A/C, No): (239) 331-8589
Arnold and Barton Insurance Group	PHONE (A/C, No, Ext): (239) 331-8595	
700 11th Street South	E-MAIL: berne@abnaples.com	
	ADDRESS: berne@abnaples.com	NAIC #
Naples	INSURER(S) AFFORDING COVERAGE	
FL 34102	INSURER A: COLONY INSURANCE COMPANY	
INSURED	INSURER B:	
Fort Construction Group of S Fla Inc	INSURER C:	
16000 Old 41 Road	INSURER D:	
16	INSURER E:	
Naples	INSURER F:	
FL 34110		

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	600 GL 0177851-00	06/28/2021	06/28/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COM/OP AGG \$ 2,000,000
	ANY AUTO					
	OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS ONLY					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					
	EXCESS LIAB					EACH OCCURRENCE \$
	DED RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CG 2038 04 13 additional insured when required by the written contract

CERTIFICATE HOLDER

CANCELLATION

The City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL. 34135

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

-  Work Area
-  Work Zone Sign
-  Lane Identification and Direction of Traffic
-  Pedestrian Longitudinal Channelizing Device (LCD)

SCOPE OF WORK:
 1. SIDEWALK SHUTDOWN FOR
 EXPLORATORY DIGGING, REMOVAL
 & REPLACEMENT OF EXISTING
 SEWER FORCE MAIN FITTINGS &
 PIPE.

GENERAL NOTE:
 1. TRAFFIC SIGN INDEX NO. 102-102-613 SHOULD BE USED.
 2. ARROWS DEPEND ON THE PLANS. ON STREETS, USE THE FOLLOWING:
 3. MAINTAIN ACCESS TO PEDESTRIAN WALKWAYS ON THE PLANS. ON STREETS, USE THE FOLLOWING:
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO PEDESTRIAN WALKWAYS.
 5. BONITA BEACH ROAD SPEED LIMIT 30 MPH.
 6. COORDINATE WITH A LEE COUNTY LAW ENFORCEMENT AGENCY AS APPLICABLE, SO AGENCY ADJUSTMENTS.

WORK AREA

00017
0028

CITY OF BONITA SPRINGS
APPLICATION FOR RIGHT-OF-WAY CONSTRUCTION PERMIT
Roadway Connection

☐ Utility Installation

☐ Commercial Roadway Connection

☒ Other

Name of Applicant: Fort Construction Group of Naples, Inc.
(Owner or Contractor)

Contractor: Brooks Witcher

Mailing address : 28290 Old 41 Rd. Unit 16
Bonita Springs, FL. 34135

License No(s): CGC1526143
Type(s): General Contractor
Exp. Date(s): 08/31/2022

Phone: 239-301-4947
Contact Person: Brooks Witcher

FOR THE PURPOSE OF CONSTRUCTING OR INSTALLING:

☐ Overhead Utility

☐ Cable TV

☐ Power Line

☐ Telephone Line

☐ Other _____

☐ Underground Utility

☐ Cable TV

☐ Jack & Bore

☐ Open Cut (Justification Req.)

☐ Power Line

☐ Sewer Line

☐ Telephone

☐ Water Line

☐ Dewatering

☐ Other _____

☐ Roadway

☐ Accel/Decel Lane

☐ Curb & Gutter

☐ Catch Basin

☐ Sidewalk

☐ Drainage Culvert

☐ Turn Lane

☐ Widening

☐ Driveway

☒ Other Tree Removal

Location: 27975 Old 41 Rd.
Bonita Springs, FL. 34135

**CITY OF BONITA SPRINGS MUST HAVE COMPLETE
STRAP/PARCEL NO. BEFORE PROCESSING YOUR
APPLICATION: 35-47-25-B3-00117.0020**

Subdivision: _____

Development Order No: DOS19-59032-BOS

The Work Herein Described,
If Permitted will Begin On: 10/14/2021

Estimated Construction Time: 3 Days

Maintenance of Traffic Plan(s) to be used:

Additional Information: 2 Trees to be Removed, 1 is NW of

☐ F.D.O.T. Design Index No(s) _____

the ROW, the other is SW of the ROW.

☐ Special/Non-Standard (Attach 2 Copies)

Estimated Cost of Work Within R/W \$ 2,200

REQUIRED PRIOR TO THE ISSUANCE OF A RIGHT-OF-WAY PERMIT: PROOF OF LIABILITY INSURANCE \$1,000,000.00 AND A CASH OR SURETY BOND EQUAL TO 110% OF THE ESTIMATED CONSTRUCTION COST (MINIMUM OF \$15,000)

Bonding provided by ☐ Owner ☒ Contractor

Type text here

Type of Bond: ☐ Cash (Attach Check) ☒ Surety (Single/Multiple Permit)

Permit Number: Row 21-103

Office Use Only

Date Issued: _____ Approved: _____

Amount Paid \$ 200 Cash _____ Check ☒ Invoice _____ Date Paid 10/18/21 Employee Initials 22

Grade Stakes – Date Requested: _____ Date Installed: _____

Construction Completed – Date: _____ Approved: _____



CITY OF BONITA SPRINGS PUBLIC WORKS DEPARTMENT
RIGHT-OF-WAY CONSTRUCTION PERMIT
Roadway Connection

PERMIT NUMBER: ROW 21-103

ISSUED: October 18, 2021

EXPIRES: July 18, 2022

Project Name: Tree Removal

Applicant Name: Fort Construction Group of Naples

Contractor: Same

Mailing Address: 28290 Old 41 Road, #16, Bonita Springs, FL 34135

Description: Remove two (2) trees

Site Address: 27975 Old 41 Road, Bonita Springs, FL 34135

Overhead Utility ☐

☐ Cable TV

☐ Power Line

☐ Telephone Line

☐ Other

Underground Utility ☐

☐ Cable TV

☐ Jack & Bore

☐ Open Cut

☐ Power Line

☐ Sewer Line

☐ Telephone

☐ Water Line

☐ Other

Roadway **X**

☐ Accel/Decel Lane

☐ Curb & Gutter

☐ Catch Basin

☐ Drainage Culvert

☐ Turn Lane

☐ Widening

X Other: Tree Removal

Strap Number: 35-47-25-B3-00117.0020

Bonding Provided By: Old Republic Surety Company

Amount of Bond: \$15,000.00

Type of Bond: Surety

MOT Index Number: n/a

NOTIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK. (2) ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH CITY OF BONITA SPRINGS STANDARDS. (3) ATTACH TWO (2) SETS OF PLANS OR SKETCHES SHOWING DETAILS OF PROPOSED WORK AND EXACT LOCATION RELATIVE TO THE RIGHT-OF-WAY, EDGE OF PAVEMENT, AND NEAREST ROADWAY INTERSECTION. (4) **NOTIFY CITY OF BONITA SPRINGS (239-949-6262) 24 HOURS PRIOR TO BEGINNING WORK AND UPON COMPLETION FOR A FINAL INSPECTION/APPROVAL.**

ADDITIONAL REQUIREMENTS: Density Reports Required.

☐ AS-BUILT PLANS (SKETCH)

☒ APPROVED

☐ DENSITY REPORTS

☐ APPROVED AS AMENDED

BY:

DATE ISSUED:

Conditions of Permit: (1) The construction or maintenance shall not interfere with the property rights of another property owner. (2) All work shall be done in keeping with standards of the City of Bonita Springs and under the supervision of the Public Works Department. (3) All materials and equipment shall be subject to inspection by the Public Works Department. (4) During the construction, all safety regulations of OSHA and Florida Department of Transportation shall be observed. The City shall be relieved of all responsibility from damage or liability of damage of any nature arising from work authorized under this Permit. Subject to the same terms and conditions, holder must take such measures, including placing and displaying caution, warning lights, and barricades as may be necessary in safely conducting the construction and maintenance work hereunder. (5) All City property shall be restored to its original condition to the satisfaction of the Public Works Department. Grassing and/or seeding of ROW disturbed is required after completion of all work within the right-of-way. (6) All overhead installations shall conform to clearance standards. All underground crossing installations shall be placed at a minimum depth of thirty (30) inches below the pavement and/or existing ground elevation. Exceptions may be made in special cases by the City of Bonita Springs. (7) The attached sketch covering details of this installation shall be made a part of this permit. If additional plans are required, they shall become a part of this permit. (8) It is expressly stipulated that this permit is a license for permissive use only and that replacing of facilities upon public property pursuant to this permit shall not operate to create or to vest any property right in said holder. (9) Whenever necessary for the construction, repair, improvement, alteration or relocation of all, or any portion of said highway as determined by the Public Works Department, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway, or reset or relocated there or as required by the Public Works Department, at the expense of the permittee. (10) When required, the permittee shall provide a right of way permit bond. Such bond shall be released one year after inspection and acceptance of work; however, if necessary, the bond or a portion thereof, shall be applied to the cost of verifying compliance with the permit conditions and/or repairing unsatisfactorily restored right of way. (11) **Requests for inspection (239-949-6262) shall be made at least 24 hours prior to the required inspection.** (12) a copy of the approved permit, including all plans and attachments, shall be on the job while work is underway. (13) The applicant expressly agrees to abide by all terms and conditions of the permit and the requirements of City policy for construction activities on City of Bonita Springs rights of way and easements. Said policy is hereby made a part of this permit and incorporated herein.



PEDESTRIAN FACILITY WAIVER

All existing sidewalks and bike paths within your proposed project limits are currently undamaged. Repair of any damage found after the completion of the work associated with this permit will be the responsibility of the permittee to repair prior to final acceptance. You have the option to inspect and report any existing damage, in writing with documented proof, **prior to the issuance of this permit.**

Please sign and date and submit this waiver with the application even if no sidewalks exist. Just note if no sidewalks exist in the work area.

☒ No Sidewalks in Area

☒ No Damage to Existing Sidewalks

☐ Damaged Sidewalk

☐ Attached Photos/Video

ROW Permit No.: _____

Permittee: Fort Construction Group of Naples, Inc.

Signature: _____

Date: 10/15/2021

Print Name: Brooks Witcher

BOND NO. OFL5951157

RIGHT-OF-WAY CONSTRUCTION PERMIT BOND
(Single Permit Form)

KNOW ALL MEN BY THESE PRESENTS, THAT _____
Fort Construction Group of Naples, Inc _____ as

Principal, and the Old Republic Surety Company

With its principal office at 445 S. Moorland Road, Suite 200, Brookfield, WI 53005

as SURETY or OBLIGOR, are held and firmly bound unto the CITY OF BONITA SPRINGS, CITY or OBLIGEE, in the penal sum of \$ 15,000.00 Dollars, the payment of which will and truly be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and Sealed this 14th day of July, 2021.

WHEREAS, the said OBLIGEE has granted or is granting to the said Principal, permission or permits to conduct work and/or construction within the City's right-of-way located at 27975 Old 41 Rd. Bonita Springs, FL 34135 under Right-of-Way Permit No. ROW 21-71 and ROW 21-103.

NOW, THEREFORE, if said Principal shall fully indemnify the OBLIGEE against all losses arising by reason of its failure to comply with any of the laws, ordinances, resolutions or rules and regulations governing the RIGHTS-OF-WAY in the CITY, then this obligation shall be void, otherwise it will remain in full force and effect,

PROVIDED, HOWEVER, that the SURETY shall have the right to terminate its liability hereunder by serving written notice upon the OBLIGEE thirty (30) days in advance its intention to do so.

SUCH termination or cancellation shall not affect any liability incurred or accrued under the Bond prior to the effective date of such termination or cancellation;

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the SURETY on this instrument unless the same be brought or instituted, and process served upon the SURETY within twelve months after termination or cancellation of this Bond as set forth in the preceding paragraph.

Fort Construction Group of Naples, Inc

Principal

By:

Old Republic Surety Company

Surety

N/A
Resident Agent

By:

Attorney-in-Fact Matthew T Smith

FL License # E148192



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MATTHEW T. SMITH, HEATHER PARUTA, OF FORT MYERS, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29TH day of JANUARY, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 29TH day of JANUARY, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2924



Signed and sealed at the City of Brookfield, WI this 19th day of July, 2021.

Karen J. Haffner

Assistant Secretary

SMITH INSURANCE & BONDS

4403



FORT CONSTRUCTION GROUP OF SOUTH FL, INC
16000 OLD 41 ROAD SUITE 205
NAPLES, FL 34110
(239) 301-4947

**First Florida
Integrity Bank**

3560 KRAFT ROAD
NAPLES, FL 34105



63-1632/670

10/15/2021

PAY TO THE
ORDER OF

City of Bonita Springs

\$**200.00

DOLLAR

Two hundred and 00/100*****

City of Bonita Springs
9220 Bonita Beach Rd. Suite 111
FL.
Bonita Springs, FL 34135

MEMO



[Signature]

[Signature]

AUTHORIZED SIGNATURE

Entrada tree removal

⑈004403⑈ ⑆067016325⑆ 1097005⑈

FORT CONSTRUCTION GROUP OF SOUTH FLORIDA, INC

4403

10/15/2021

City of Bonita Springs

ROW tree removal

200.00

First Florida Integrity Bank

Entrada tree removal

200.00

Attachment #1

- 1) A copy of the approved permit, plans, and attachments must be on the job site while the work is being performed.
- 2) The permittee is required to obtain all applicable local, state, and federal permits.
- 3) Call City of Bonita Springs Public Works Department for all final inspections (239) 949-6246.
- 4) Do not open cut, or disturb any City of Bonita Springs maintained roads without prior approval. (see #5)
- 5) If an open cut is granted, the permittee must use flowable fill in the repair of the open cut. (See City of Bonita Springs Trench Restoration detail sheet.)
- 6) All restoration work is to be in-kind. Any disturbed grass is to be re-sodded, or as directed by City of Bonita Springs representative.
- 7) Notify City of Bonita Springs Public Works Department at (239) 949-6246, 24 hours in advance for inspections of:
 - a. Culvert pipe, prior to covering (must have mitered ends with concrete aprons). Note: Grates (FDOT standard – side drain) are required for culverts 30" (24" x 38") in diameter or greater.
 - b. Finished subgrade (with approved densities)
 - c. Limerock base (with approved densities)
 - d. Concrete forms (when applicable)
 - e. Tie-ins to existing drainage
- 8) Copies of asphalt and/or concrete delivery tickets are to be submitted prior to final inspection.
- 9) Maintenance of Traffic (MOT) Procedures:
 - a. **No** lane closures on City of Bonita Springs maintained roads without prior approval from City of Bonita Springs.
 - b. MOT plans should reference the most current FDOT Index 600 series.
 - c. MOT proposals for a lane closure must be submitted at least 48 hours in advance of the work to City of Bonita Springs Public Works Department for review and approval – fax (239) 949-6245.
 - d. If a lane closure is granted; lane may NOT be closed to traffic before 9:00am, and the closed lane must be re-opened to traffic by 4:00pm.
- 10) Call City of Bonita Springs Public Works Department at least 48 hours in advance for field location of any City of Bonita Springs underground facilities (239) 949-6246.
- 11) Slopes within City of Bonita Springs right of way shall not exceed 3:1.
- 12) Pedestrian access on City of Bonita Springs sidewalks and bikepaths must be maintained at all times with a safe, passable surface. If a sidewalk or bikepath must be closed, signage in advance of the closed portion of sidewalk/bikepath must be posted for pedestrians to select an alternative route.
- 13) For all locations where signage is to be installed in a concrete median, the permittee must supply the appropriate number of 6" PVC sleeves for sign installation.
- 14) No construction equipment or materials shall be on City of Bonita Springs roads without a proper MOT in place.
- 15) Contractors are responsible for any debris/material that enters a City of Bonita Springs roadway as a result of work done on-site, and they must periodically broom the roadway, or take other appropriate measures to keep the roadways safe and clear of debris and/or material.
- 16) Use all required turbidity control measures that are necessary to protect the work site and surrounding properties in accordance with all applicable government agency regulations.
- 17) The minimum overhead clearance of City of Bonita Springs maintained roads is 18'.
- 18) Dewatering equipment shall be setup at each pit for jack & bore projects.

- 19) Any pressurized lines under City of Bonita Springs maintained roads shall be in a casing (HDPE-DR11, or 3000 psi steel).
- 20) Any and all abandoned water/sewer lines in City of Bonita Springs right of way will be filled with grout or removed.
- 21) Any and all sidewalks that are damaged by the permittees construction activities must be repaired or replaced within 48 hours to a full joint section. Thickness for sidewalk and aprons shall be a minimum of 6" inches at driveway entrances.
- 22) Any and all concrete driveways that are damaged shall be repaired or replaced to the first joint.
- 23) Decorative driveways must be replaced in-kind.
- 24) Permittee must maintain 30" minimum cover from the designed flow line in the swale and the proposed utility.
- 25) Maintain 36" (minimum) of cover for any bore under a City of Bonita Springs maintained roadway.
- 26) All Roadway Striping Shall Be Thermoplastic.

HANDWRITTEN NOTES ARE IN ADDITION TO ALL PRINTED REQUIREMENTS

DEWATERING

If the City of Bonita Springs Public Works Department approves your request to dewater into the municipal storm system. Please be aware of the following conditions:

- Notify Public Works Department (239-949-6246) 48 hours prior to commencement of dewatering activities.
- Compliance with SFWMD dewatering conditions is mandatory, including water quality of the discharge. If turbidity levels increase beyond 29 NTUs above background, notify the Public Works Department (239)949-6244 or david.liccardi@cityofbonitasprings.org. A method of testing turbidity (turbidity meter) must be present on site.
- Sedimentation or damage to the municipal system must be repaired and approved by the Public Works Department.
- Notify the Public Works Department (239) 949-6244, David Liccardi, within 48 hours of shutting down pumps.

**CITY OF BONITA SPRINGS
PAVEMENT RESTORATION GUIDELINES
(COMMERCIAL)**

GENERAL NOTES:

Base and backfill material shall be the same type and composition as the materials removed or equal. Material of greater structural adequacy will also be permitted. Existing material removed during construction shall be permitted to be used as backfill provided that it has not been contaminated with deleterious material and provided that it is at least equal to minimum City standards.

Base material over excavated portion of ditch shall be at least twice the thickness as the original base material.

Base material shall be placed in layers not greater than 6" and each layer shall be tamped or rolled to obtain the minimum specified density.

Pavement joints shall be mechanically sawed and tacked prior to patching. Surface treatment joints shall be lapped and feathered.

Replacement pavement surface course shall be consistent with adjacent existing surface unless specified otherwise in the Permit.

Top of underground cable or pipe shall be a minimum of 30" below the existing pavement, or the existing ground elevation where crossing ditches or swales, unless otherwise approved by the City of Bonita Springs, Public Works Department.

"As-built" drawings will not be required as long as the work as done is shown correctly on the permit issued for the work.

The City must be notified at least 24 hours prior to beginning work, and within 24 hours after work is completed. This notification requirement is in addition to any calls for required inspections.

DENSITY REQUIREMENTS:

Backfill for Stages 1 and 2, and base material shall be placed in layers not to exceed 6" (compacted thickness). Compaction shall be 100% of AASHTO T-00 (Standard Proctor) or 98% of AASHTO T-180 (Modified Proctor).

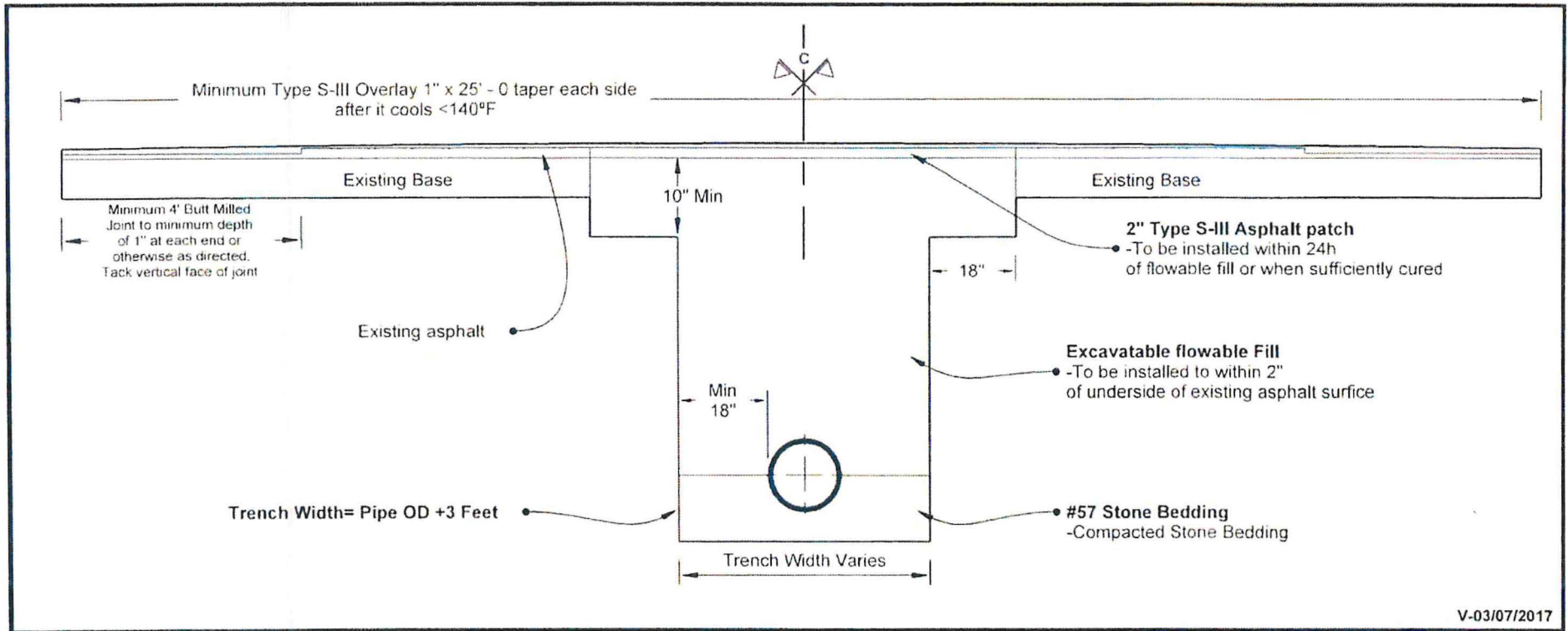
Stage 1: Provide compacted fill beneath and around the pipe or duct to the spring line elevation (midpoint of pipe or duct) using an appropriate tamping method suitable to the work and accepted by the City of Bonita Springs Public Works Department. If required by soil conditions, the Stage 1 bedding shall be placed on a layer of stone or gravel at least 5" thick.

Stage 2: Backfill shall continue in lifts to the top of the subgrade. Each lift shall be mechanically tamped to insure adequate compaction. The City of Bonita Springs Public Works Department may require density tests to confirm the achievement of minimum compaction requirements. Such testing, if necessary, shall be at the sole expense of the permittee.

Base Material: Place base material and compact mechanically to achieve 98% of maximum density by AASHTO T-180 (Modified Proctor) under the existing or proposed roadway.

Open Cut / Trench Restoration: Refer to Road Trench Restoration Detail.

Road and Trench Restoration Detail



Inspector Notes:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10-13-2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith Insurance & Bonds 5260 Summerlin Commons Way Suite 302 Fort Myers, FL 33907 License #: L057101	CONTACT NAME: Jessica Martin
	PHONE (A/C, No., Ext): (239)243-9729 FAX (A/C, No.): (239)791-1074
	E-MAIL ADDRESS: JMartin@FLSuretyBonds.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Fort Construction Group of Naples, Inc 28290 Old 41 Road 16 Bonita Springs, FL 34135	INSURER A: RLI Corp
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 00000906-0 **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CKA0400666	07/22/2021	07/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CKA0400667	07/22/2021	07/22/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as additional insured when required by written contract.
Waiver of Subrogation applies to General Liability when required by written contract.
Excess Policy follows form

CERTIFICATE HOLDER

The City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JJM)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department PHONE (A/C, No, Ext): 727-520-7676 x 3 E-MAIL ADDRESS: certs@encorehr.com FAX (A/C, No): 727-525-3862
INSURED			INSURER(S) AFFORDING COVERAGE
TLR of Bonita, Inc EnterpriseHR 700 Central Avenue Suite 500 St. Petersburg FL 33701			INSURER A: SUNZ Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
			NAIC # 34762

COVERAGES

CERTIFICATE NUMBER: 64531645

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐						EACH OCCURRENCE \$
	OCCUR ☐ CLAIMS-MADE ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC039-00001-021	6/1/2021	6/1/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Provided for all leased employees but not subcontractors of: Fort Construction Group of South Florida Inc.
Client Effective: 1/15/2018

CERTIFICATE HOLDER

CANCELLATION

860

The City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs FL 34135

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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From: [Molly Jacobs](#)
To: [Brooks Witcher \(brooksw@ftconstgrp.com\)](#); [Kevin McVicker \(kevinm@ftconstgrp.com\)](#)
Cc: [Jacqueline Genson](#); [John Dulmer](#); [Laura Gibson](#); [Sam Vincent \(sam@vincentarchitects.com\)](#); [Derek Rooney - Gray Robinson \(derek.rooney@gray-robinson.com\)](#); [David Theriaque \(dat@theriaquelaw.com\)](#); [Leah Fontanez; Stuart Smith; trisha goff](#)
Subject: 27975 Old 41 Rd_DOS19-59032_Entrada Inspections
Date: Wednesday, October 27, 2021 3:29:06 PM
Attachments: [image001.png](#)
[FW Entrada Inspection Update.msg](#)

We recently received a phone request, to our engineering inspector, for several inspections on the Entrada Site. We have attached the current inspection status for this project, that was sent to you September 27, 2021. Per your request we will immediately schedule the following inspections. Results will be provided to you.

- 601 Grading and 602 Drainage – our records show that the two grading inspections failed on March 19, 2021, and July 8, 2021, and we will be looking for corrections to the documented failures.
- 603 Subgrade passed on 2/26/21 and will be so noted.
- 604 Roadway Base and 605 Asphalt surface were not previously called in by the contractor. Now that the work is completed, we will require cores, to verify approved plan pavement depths.
- 611 BSU, the utility acceptance documents have not been approved. Please check with BSU concerning this matter.
- 702 Silt Screen is not present on jobsite; therefore, inspection not necessary, at this time.

Outstanding Items:

- Digital copy of approved plans must be submitted.
- As-built drawings, detailing any/all changes during construction.
- Prior to CC applicant must demonstrate final acceptance from BSU.
- Prior to CC applicant must provide Community Development the final approval from Public Works.
- Prior to CC all fees need to be paid.
 - Fees need to be paid. Either a check can be submitted for payment, or a faxed credit card form can be sent to the permitting office (payment by credit card will incur a 3% processing fee)
 - https://cityofbonitaspringscd.org/forms/Credit_Card_Payment_Authorization_20200304.pdf
- 607, 608, 609, and 612 Final Inspections cannot be completed at this time. The EOR, LA and Building Architect must submit a signed and sealed certificate of completion prior to final city inspection (LDC Sec. 3-193)
 - <https://cityofbonitaspringscd.org/development-services/>

Please let us know if you have any questions or if there's anything we may do to help.

Regards,

Molly Jacobs
 Engineering Inspector

City of Bonita Springs



9220 Bonita Beach Road, Suite 111

Bonita Springs, FL 34135

(239) 444-6150 main line

(239) 444-6180 direct line

mjacobs@cityofbonitaspringscd.org

<http://cityofbonitaspringscd.org/>

Florida has a very broad public records law. Most written communications to or from City Employees and officials regarding City business are public records available to the public and media upon request. Your email communication may be subject to public disclosure. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: [Molly Jacobs](#)
To: [Brooks Witcher](#); [Kevin McVicker](#)
Cc: [Stuart Smith](#); [Leah Fontanez](#); [Jacqueline Genson](#); [Derek Rooney - Gray Robinson \(derek.rooney@gray-robinson.com\)](#); [David Theriaque \(dat@theriaquelaw.com\)](#); [Laura Gibson](#)
Subject: 27975 Old 41 Rd_DOS19-59032_Grading Drainage Asphalt Inspections
Date: Tuesday, November 2, 2021 4:25:07 PM
Attachments: [image001.png](#)

601 Grading – Passed

602 Drainage – Partial Pass

- Rip-rap missing from the southeast flume
- Complete stabilization along detention area #1
- SE yard drain needs cleaned & consider moving tree.
- Construct sidewalk, located along northwest corner of site, connecting site to Old 41.
- Provide Public Works approval, for the sidewalk.
- Provide as built, to verify elevations of pipe inverts and grate elevations

605 Asphalt – Partial Pass

- Smooth out ruts, located:
 - Southeast corner
 - Furthest south ADA stall
 - Five stalls north of the furthest south ADA stall
 - Northeast corner
- Patch missing/torn pavement, located in the east middle parking area
- Provide cores to verify depth of pavement
- Address ponding issue in northwest corner of site
- Provide as built, to verify surface and berm elevations

Inspectors Notes & Comments

- Remove trash from swales and jobsite
- Drain pipes for weepholes
- Fence missing around pump-station
- Knee wall appears to end at LC sidewalk; however, the plans indicate the knee wall ends at the property line (a distance prior to the sidewalk)
- As-builts required prior to conducting Final Inspections
- BSU turn-over approval required prior to conducting Final Inspections
- Letters of Substantial Compliance required prior to conducting Final Inspections.
- Provide Public Works approval prior to Certificate of Compliance

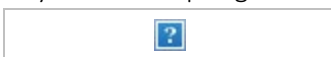
Please let us know if you have any questions, pertaining to the punchlist items, or if there's anything we may do to help.

Regards,

Molly Jacobs

Engineering Inspector

City of Bonita Springs



9220 Bonita Beach Road, Suite 111

Bonita Springs, FL 34135

(239) 444-6150 main line

(239) 444-6180 direct line

mjacobs@cityofbonitaspringscd.org

<http://cityofbonitaspringscd.org/>

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From: [Stuart Smith](#)
To: [Kevin H. McVicker, P.E. \(kevinm@ftconstgrp.com\)](#)
Cc: [Jacqueline Genson](#)
Subject: FW: DOS19-59032-BOS, Entrada Site Inspection Status
Date: Monday, January 3, 2022 12:20:48 PM
Attachments: [27975 Old 41 Rd DOS19-59032 Grading Drainage Asphalt Inspections.msg](#)

Here is the November 2nd inspection documentation and my recent e-mail summary of the Entrada Inspection Status. I will call you at 3pm today to discuss.

Stuart Smith, P.E.
Community Development Engineer
City of Bonita Springs
Bonita Springs, FL 34135
stuart.smith@cityofbonitaspringscd.org
(239) 444-6164 Cell (954) 553-4475

From: Stuart Smith
Sent: Wednesday, December 29, 2021 3:21 PM
To: John Dulmer <jdulmer@cityofbonitaspringscd.org>
Cc: Jacqueline Genson <jgenson@cityofbonitaspringscd.org>; Molly Jacobs <mjacobs@cityofbonitaspringscd.org>; Peter Haigis <phaigis@cityofbonitaspringscd.org>; Leah Fontanez <lfontanez@cityofbonitaspringscd.org>
Subject: DOS19-59032-BOS, Entrada Site Inspection Status

On November 2, 2021, we documented by e-mail the 601 Grading, 602 Drainage and 605 Asphalt site Inspections for the Entrada Project. A punch-list of items was included (copy attached). Although we know that site work has been ongoing, we have not received the contractors request for a reinspection of this site construction.

To update our project files a progress site inspection was performed by our engineering inspector and myself today. Listed below is a current summary of all site inspections.

601 Grading – Passed

602 Drainage – Partial Pass

- Riprap missing from southeast flume.
- SE yard drain needs cleaning and consider moving tree.
- Construct 12 ft. sidewalk along Old 41. See approved plan.
- Provide Public Works Permit for sidewalk construction.
- Provide as-built drawings to verify elevations of pipe inverts and grate elevations.

603 Roadway Subgrade – Passed

604 Roadway Base – Provide pavement cores to verify depth prior to passing inspection.

605 Asphalt surface – Partial Pass. Provide pavement cores to verify depth.

- Smooth out asphalt ruts, Southeast corner, and furthest south ADA stall.
- Address surface ponding issue on north side of site.
- Provide as-built drawings to verify surface and berm elevations.

607 Final Architectural – Pending receipt of signed and sealed certification by AOR. City final inspection TBS.

608 Final Engineering – Pending receipt of signed and sealed certification by EOR. City final inspection TBS.

609 Final Landscaping – Pending receipt of signed and sealed certification by LA. City final inspection TBS.

610 Final Public Work – Pending completion of work within PW ROW. PW final inspection TBS.

611 Bonita Springs Utilities – Pending BSU Acceptance.

Inspectors Notes and Comments

- Fence missing around BSU Pump Station.
- As-built drawings required prior to conducting Final inspections.
- Letters of Substantial Compliance required prior to conducting Final Inspections.
- BSU Turn-over and Public Works approval prior to Certificate of Compliance.

Please let me know if you have any questions , pertaining to the punch-list items.

Stuart Smith, P.E.

Community Development Engineer

City of Bonita Springs

Bonita Springs, FL 34135

stuart.smith@cityofbonitaspringscd.org

(239) 444-6164 Cell (954) 553-4475

From: [Jacqueline Genson](#)
To: ["Steve Hovland"](#)
Cc: [Gianna Kawicki](#); [Matt Feeney](#); [Laura Carr](#); [Connie DiBruno](#); [Stuart Smith](#); [Sean Gibbons](#); [Leah Fontanez](#); [Joel Langaney](#); [John Dulmer](#)
Subject: RE: Matt Feeney
Date: Monday, January 10, 2022 2:09:22 PM

Good afternoon Steve,

The approved local development order plans showed improvements to the sidewalk along Old 41. I understand that your Engineer of Record and our Engineer, Stuart Smith, had a discussion early last week where your engineer inquired about a pay in lieu option for the sidewalk instead of building the sidewalk per the approved plan. I also understand that due to construction activity, the existing brick paver sidewalk has been impacted and will need to be restored for safety purposes.

If you would like to pursue the pay in lieu option, please have your agent work with our staff on a minor change to the approved local development order. We will work on the pay in lieu amount and will provide that amount to your agent.

You will also need to coordinate with Public Works on what would be needed for their right of way permit. Matt Feeney is the Public Works Director. He can be reached at 239-949-6262. I am also cc'ing him, his administrative assistant, Connie DiBruno and Joel Langaney, Project Manager, on this message.

Thanks and be well.

Jacqueline Toemmes Genson, AICP
Planning and Zoning Manager
City of Bonita Springs Community Development
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
jgenson@cityofbonitaspringscd.org
(239) 444-6163
(239) 444-6140 fax
(239) 216-7410 mobile

The zoning information contained within does not constitute an official Zoning Verification Letter and may be subject to changes and may contain errors. The application for an official Zoning Verification Letter can be found here:
http://cityofbonitaspringscd.org/forms/Zoning_Verification_Letter_20170502.pdf

How are we doing? If you have a quick minute, please participate in a brief online Customer Satisfaction Survey. We'd love to hear from you as we value and welcome customer feedback. To participate in the survey, click here:
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From: Steve Hovland <sthovland@icloud.com>
Sent: Monday, January 10, 2022 1:14 PM
To: Jacqueline Genson <jgenson@cityofbonitaspringscd.org>; Laura Carr <laura.carr@cityofbonitasprings.org>
Cc: Gianna Kawicki <balancemedispa@icloud.com>
Subject: Re: Matt Feeney

If someone will email me exactly what to do, I will do it.

Steve Hovland
Hovland Real Estate
808 Wiggin's Pass Road, #200
Naples, FL 34110

[239-594-7777](tel:239-594-7777) Office
[239-451-7777](tel:239-451-7777) Mobile

On Jan 10, 2022, at 1:12 PM, Steve Hovland <sthovland@icloud.com> wrote:

I know it's Matt Feeney according to Laura's message which is the name I used when I called.

Steve Hovland
Hovland Real Estate
808 Wiggin's Pass Road, #200
Naples, FL 34110

[239-594-7777](tel:239-594-7777) Office
[239-451-7777](tel:239-451-7777) Mobile

On Jan 10, 2022, at 12:58 PM, Steve Hovland <sthovland@icloud.com> wrote:

Hi, My customer Gianna Kawicki was told I needed to contact Matt Feeley in your office but they say they haven't heard of him. I left a message at the planner's desk also but haven't heard back. Please provide his phone number so I can do whatever is necessary for the sidewalk at Entrada. Thank you.

Steve Hovland
Hovland Real Estate
808 Wiggin's Pass Road, #200
Naples, FL 34110

[239-594-7777](tel:239-594-7777) Office
[239-451-7777](tel:239-451-7777) Mobile

From: [Brooks Witcher](#)
To: [Jacqueline Genson](#)
Cc: [Derek Rooney \(Derek.Rooney@gray-robinson.com\)](#); [John Dulmer](#); [Leah Fontanez](#); [Sean Gibbons](#); [Stuart Smith](#); [kevin mcvicker](#)
Subject: Re: Entrada
Date: Wednesday, January 19, 2022 8:43:09 AM

Jacqueline,

The original document that you sent us has a section 8.00 titled "Waiver". This item is directly below the fee table for the assessment on sidewalks that your team is utilizing. It is also on the same page as the fee table you are referencing.

This section lists waiver possibility for items such as "factors suggest absence of need."

According to our plans that were approved by your office, it appears that we do not need the following:

1. Design (the design has already been provided by Fort)
2. Drainage (no drainage needed as per the approved plans)
3. Bridge, Gravity wall, handrail. (None of these items needed per the approved plan.

Since the City of Bonita will not be providing these items per our original plans as the basis for the fee calculation, we contend that they should be waived as per your original cited documents.

The total cost savings for the items listed are \$35.82 per linear foot. That is a significant difference from what the city is charging and what the city is to provide.

Please let us know how we can obtain the waiver as defined in the documents you provided.

Thanks,

Brooks Witcher

On Tue, Jan 18, 2022 at 11:23 AM Jacqueline Genson <jgenson@cityofbonitaspringscd.org> wrote:

Good morning Brooks,

My apologies for the delay. We have discussed this internally. The way AC-11-04 reads, the calculation table in Rule 7.0 is used for fee-in-lieu contribution. Per Rule 7.0, the funds collected are deposited into the CIP for expenditure on a bicycle or pedestrian facility in the same planning community that the project is located in; therefore, the code does not provide staff the ability to waive any items in that table.

Please call Stuart if you have any questions on this AC or LDC Sec. 3-263(f)(2).

https://library.municode.com/fl/bonita_springs/codes/code_of_ordinances?nodeId=PTIILADECO_CH3DEST_ARTIIIDESTRE_DIV1GE_S3-263BIFAPEFA

LDC Sec. 3-263(f)

Thanks and be well.

Jacqueline Toemmes Genson, AICP
Planning and Zoning Manager
City of Bonita Springs Community Development
[9220 Bonita Beach Road, Suite 109](#)
[Bonita Springs, FL 34135](#)
jgenson@cityofbonitaspringscd.org
(239) 444-6163
(239) 444-6140 fax
(239) 216-7410 mobile

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From: Brooks Witcher <brooksw@fcgflorida.com>

Sent: Friday, January 14, 2022 9:55 AM

To: Jacqueline Genson <jgenson@cityofbonitaspringscd.org>

Cc: Leah Fontanez <LFontanez@cityofbonitaspringscd.org>; Stuart Smith <ssmith@cityofbonitaspringscd.org>; kevin mcvicker <kevin@fcgflorida.com>

Subject: Re: Entrada

Jacqueline,

I am following up on this request, have you had a chance to locate the information for the waiver of non applicable items?

Let me know what you need from me.

Thanks,

Brooks Witcher

On Thu, Jan 13, 2022 at 3:43 PM Brooks Witcher <brooksw@fcgflorida.com> wrote:

Jacqueline,

Thanks for sending that over so quickly. Do you have any information on how we can obtain a waiver for the items that are considered not applicable?

Thanks,

Brooks Witcher

On Thu, Jan 13, 2022 at 3:17 PM Jacqueline Genson <jgenson@cityofbonitaspringscd.org> wrote:

Good afternoon Brooks,

Stuart's e-mail indicated the source was AC-06-11-04, which is an administrative code. Please see link below.

<http://cityofbonitasprings.org/common/pages/DisplayFile.aspx?itemId=15325993>

Jacqueline Toemmes Genson, AICP
Planning and Zoning Manager
City of Bonita Springs Community Development
[9220 Bonita Beach Road, Suite 109](#)
[Bonita Springs, FL 34135](#)
jgenson@cityofbonitaspringscd.org
(239) 444-6163
(239) 444-6140 fax
(239) 216-7410 mobile

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From: Brooks Witcher <brooksw@fcgflorida.com>
Sent: Thursday, January 13, 2022 3:04 PM
To: Jacqueline Genson <jgenson@cityofbonitaspringscd.org>; Stuart Smith <ssmith@cityofbonitaspringscd.org>

Cc: kevin mcvicker <kevin@fcgflorida.com>

Subject: Entrada

Stuart,

Can you tell us how you assessed the fees for the payment in lieu of for the Entrada project sidewalk? Is there a code or ordinance that determines the value of improvement?

We have searched the land development code and find no mention of how these fees are assessed. If you could point us in the right direction that would be great.

Thanks,

Brooks Witcher



EXHIBIT G

9220 Bonita Beach Rd Ste 111
Bonita Springs, FL 34135
Tel: (239) 444-6150
Fax: (239) 444-6140
www.cityofbonitaspringscd.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6247

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

January 21, 2022

Mr. Brooks Witcher
28290 Old 41 Rd., Unit 16
Bonita Springs, FL 34135

RE: DOS19-59032-BOS: Entrada (Minor Change)

Dear Mr. Witcher:

Your application for the above referenced Development Order Minor Change has been reviewed and approved. A Development Order Minor Change is granted for the following:

Minor Change approved allowing a waiver from the requirement for constructing the 12 ft. bike path/walkway shown on the approved Development Order. Consistent with the requirements of LDC Chapter 3-263 and City Resolution No. 06-155 the applicant must provide to the city a Fee-In-Lieu amount of \$48,227.40 prior to issuance of a TCC for Entrada. The calculation of this fee was provided to the contractor by Stuart Smith e-mail of 1/11/2022 (copy attached). Accordingly, the bike path/walkway should also be removed from the Entrada final as-built record drawings and any associated site pavement markings.

This Development Order Approval still valid and is scheduled to expire 11/1/2027.

If you have any questions concerning this matter, please contact this office.

Sincerely,

Stuart Smith, P.E.
Development Engineer
City of Bonita Springs
Community Development Department

From: Stuart Smith
Sent: Tuesday, January 11, 2022 1:04 PM
To: 'Brooks Witcher'; kevin mcvicker
Cc: Jacqueline Genson; John Dulmer; Leah Fontanez
Subject: RE: Entrada Project

We acknowledge receipt of your final inspection documents and the request for a re-inspection of the Entrada Site. Consistent with the site inspection status summary that was provided to Kevin McVicker, P.E. on January 3, 2022, we will today re-inspect the site and provide you a punch-list of any outstanding items tomorrow.

Concerning the minor change request for "FEE-IN-LIEU" payment for sidewalk in the ROW of Old 41 and Bonita Beach Road. Consistent with the requirements of LDC Chapter 3-263 and AC 06-11-04 Bike and Ped Facilities document, we have included below a calculation of the estimated fee required.

12 ft. sidewalk length 360 ft. X \$89.31 X 1.5 (conversion to 12 ft. path) = \$48,227.40

From: Brooks Witcher <brooksw@fcgflorida.com>
Sent: Tuesday, January 11, 2022 6:45 AM
To: Stuart Smith <ssmith@cityofbonitaspringscd.org>; Jacqueline Genson <jgenson@cityofbonitaspringscd.org>
Cc: kevin mcvicker <kevin@fcgflorida.com>; Molly Jacobs <MJacobs@cityofbonitaspringscd.org>
Subject: Entrada

Mr. Smith,

Please see the attached documents for the final inspection requirements for the Entrada project at 27975 Old 41 Rd. We are seeking the Certificate of Compliance from your office. Hard copies of the attached documents are being couriered to your office this morning as well as a .pdf copy of the same. We have also submitted for the Minor Change "In Lieu of payment" as requested on 01/10/2022. We will be calling in all final inspections for the site today utilizing the City of Bonita Springs Voicemail inspection service as well as requesting them via email to Molly Jacobs.

We ask that you follow up with the department in charge of inspections to ensure that all inspection requests were received properly for all open inspections.

We look forward to wrapping up this project as soon as possible. Let us know if you have any questions.

Regards,

Brooks Witcher



RECEIVED
CITY OF BONITA SPRINGS

FEB 16 2022

COMMUNITY DEVELOPMENT
DEPARTMENT

PD 22-88888

Administrative Interpretation Appeal

Land Development Code Section 4-53

Community Development Department | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: (239) 444-6150 | Fax: (239) 444-6140

An administrative action or interpretation may be appealed by the Applicant. The appealing party must file a Notice of Appeal no later than 30 calendar days after the administrative official renders the action appealed. The Notice of Appeal must be filed with the City of Bonita Springs Community Development Department, on this form and the filing fee paid. A Notice of Appeal is not filed until payment of the filing fees.

All administrative appeals will be heard in accordance and must be in compliance with the provisions of LDC Section 4-53(c).

Case No. _____ Case No. Being Appealed: DOS19-59032-BOS

PART 1 APPELLANT DATA

- A. Name of Appellant: 27975 Old 41 Road, LLC, c/o Noel J. Davies, Esq., Davies Duke, PLLC
Street Address: 1415 Panther Lane, Suite 442
City: Naples State: FL Zip: 34109
Phone #: 239-216-2792 Fax #: _____ E-mail: noel.davies@daviesduke.com
- B. Name of Agent: Noel J. Davies, Esq., Davies Duke, PLLC
Street Address: 1415 Panther Lane, Suite 442
City: Naples State: FL Zip: 34109
Phone #: 239-216-2792 Fax #: _____ E-mail: noel.davies@daviesduke.com
- C. Name of Property Owner: 27975 Old 41 Road, LLC
Street Address: 808 Wiggins Pass Road, Suite 201
City: Naples State: FL Zip: 34110
Phone #: _____ Fax #: _____ E-mail: _____

PART 2 SUBJECT OF APPEAL BEING REQUESTED

- A. Action being appealed (Attach and label as Action Being Appealed):
☒ Copy of Administrative Action being appealed.
☐ Copy of Administrative Interpretation issued by County being appealed.
- B. Summarize the action that is being appealed. (Note: If additional space is needed, please attach a separate sheet and label as **Summary of Action Being Appealed.**)
Appellant is hereby appealing the terms of the approval letter dated January 21, 2022, issued by
Stuart Smith, P.E., with reference to DOS19-59032-BOS. Appellant disagrees with the City
of Bonita Springs' basis for determining the Fee-in-Lieu amount of \$48,227.40, including
without limitation any comments set forth in the subject letter.

- C. Specifically state the error you believe the administrative official made, the relief sought, and the legal basis for the requested relief. The failure to state the error made by the administrative official may result in dismissal of the appeal. (Note: If additional space is needed, please attach a separate sheet and label as **Reason for Appeal**.)

The condition of the subject approval requiring Appellant to pay the Fee-in-Lieu amount of
\$48,227.40 is improper, incorrect and should not have been required. Appellant issued

payment for same under protest and hereby seeks reversal of such requirement.

Appellant reserves the right to submit additional materials.

- D. Name(s) of Bonita Springs Administrative Official and Department(s) making the original interpretation:
Stuart Smith, P.E., Development Engineer, Community Development Department

PART 3 SITE SPECIFIC DATA

If request is specific to a particular tract of land and is not so general in nature that it would apply to other properties, please complete the following:

A. Owner of Subject Property: 27975 Old 41 Road, LLC

B. STRAP No. of Subject Property: 35-47-25-B3-00117.0020

C. Street Address of Subject Property: 27975 Old 41 Rd., Bonita Springs, FL 34135

D. Common Description of Subject Property (reference known major streets or landmarks)

Located at the northeast corner of Old 41 Rd., and Bonita Beach Rd. SE.

E. Legal Description (If additional space is needed, please attach a separate sheet and label as Exhibit A-3.E)

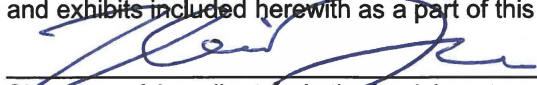
Bonita Farms PB 3 Pg 27, Part of Lot 17 as described in OR 4709 Pg 2800.

See attached OR Book 4709 Page 2800-2802

F. Size of Property: ± 105325 SF G. Council District: # 3 - Laura Carr

**PART 4
CERTIFICATION**

I, Noel J. Davies, Esq., being first duly sworn, depose and say that the answers, attachments, and exhibits included herewith as a part of this application are accurate and true to the best of my knowledge and belief.


Signature of Appellant or Authorized Agent

Noel J. Davies, Esq., / Agent

Name (typed or printed legibly) and title

2/16/22
Date

\$ \$700.00

Fee Amount

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument acknowledged before me this 16th day of February, 2022, by Noel J. Davies, who is personally known to me or who has produced _____ as identification.

(SEAL)



Signature of notary public

Stephanie A. Weston

Printed name of notary public



**PART 5
SUBMITTAL REQUIREMENTS**

THE NUMBER OF COPIES REQUIRED FOR EACH SUBMITTAL ITEM/EXHIBIT IS INDICATED BELOW. COPIES SHOULD BE SUBMITTED TOGETHER IN SETS ALONG WITH ALL OTHER REQUIRED DOCUMENTATION.

Copies Required*	SUBMITTAL ITEMS
2	Completed Application
1	Filing Fee [Ordinance No. 10-01]
2	Summarization of Appeal
2	Copy of Administrative Action Being Appealed
2	Summary of Action Being Appealed
2	Reason for Appeal

* At least one copy must be an original



ACTION BEING APPEALED

9220 Bonita Beach Rd Ste 111
Bonita Springs, FL 34135
Tel: (239) 444-6150
Fax: (239) 444-6140
www.cityofbonitaspringscd.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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City Manager
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Parks & Recreation
(239) 992-2556

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January 21, 2022

Mr. Brooks Witcher
28290 Old 41 Rd., Unit 16
Bonita Springs, FL 34135

RE: DOS19-59032-BOS: Entrada (Minor Change)

Dear Mr. Witcher:

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This Development Order Approval still valid and is scheduled to expire 11/1/2027.

If you have any questions concerning this matter, please contact this office.

Sincerely,

Stuart Smith, P.E.
Development Engineer
City of Bonita Springs
Community Development Department



Prepared by and return to:

Samuel J Hagan, IV
DeBoest, Stockman, Decker, Broughton & Hagan, P.A.
1415 Hendry Street
Fort Myers, FL 33901
239-334-1381
 File Number: 08080006
 Will Call No.: 2

INSTR # 6792245
 OR BK 04709 Pgs 2800 - 2802; (3pgs)
 RECORDED 05/13/2005 02:06:10 PM
 CHARLIE GREEN, CLERK OF COURT
 LEE COUNTY, FLORIDA
 RECORDING FEE 27.00
 DEED DOC 14,020.30
 DEPUTY CLERK L Ambrosio

Parcel Identification No. 35-47-25-B3-00117.0020

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 12th day of May, 2005 between **Colonial Bank, N.A.** whose post office address is 27200 Riverview Center Blvd., Bonita Springs, FL 34134 of the County of Lee, State of Florida, grantor*, and **Commodore Investments III, LLC**, a Florida limited liability company whose post office address is 2520 SW 28th Lane, Miami, FL 33133 of the County of Miami-Dade, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of 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:

See attached Exhibit "A"

For a period of ten (10) years from the date of this Deed, no part of the Property shall be used for retail banking purposes. For purposes hereof, the term retail banking purposes shall mean receiving deposits and making loans to the general public, whether done by a state bank, national bank, savings and loan association, credit union, mutual fund or other entity, whether the same be state or federally chartered, whether by walk-up or drive-in teller facility, automated teller machine or otherwise. Notwithstanding, nothing herein shall prohibit a grocery store, convenience store or other business whose primary activity is not retail banking services from maintaining an automated teller machine at the premises as a convenience to its customers.

Subject to taxes for 2005 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kathy Godesky
Witness Name: Kathy Godesky

Janice Monaco
Witness Name: JANICE MONACO

Kathy Godesky
Witness Name: Kathy Godesky

Janice Monaco
Witness Name: JANICE MONACO

Colonial Bank, N.A.

By: Harlan Parrish
Harlan Parrish, Regional President
and Chief Executive Officer

By: Michael Esper
Michael Esper, Executive Vice President

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 12th day of May, 2005 by Harlan Parrish, Regional President and Chief Executive Officer of Colonial Bank, N.A., He ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



Kathleen J. Fruh
Notary Public

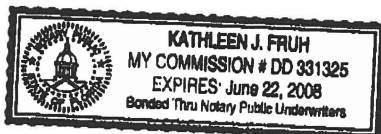
Printed Name: Kathleen J. Fruh

My Commission Expires: 6-22-08

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 12th day of May, 2005 by Michael Esper, Executive Vice President, of Colonial Bank, N.A., who ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



Kathleen J. Fruh
Notary Public

Printed Name: Kathleen J. Fruh

My Commission Expires: 6-22-08

Ink Engineering

A Division of
LBFH, Inc.

CIVIL
AGRICULTURAL
WATER RESOURCES
WATER & WASTEWATER
TRANSPORTATION
SURVEYING & MAPPING
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"Partners for Results
Value by Design"

1400 Colonial Blvd., Suite 31
Fort Myers, FL 33907
(239) 931-0455
Fax: (239) 931-0456
www.lbfh.com

EXHIBIT "A"

OCTOBER 6, 2004
Job # 00-7044
FILE # 00-7044SK13REVLGL

SHEET 1 OF 2

DESCRIPTION:

PART OF LOT 17 OF BONITA FARMS, PLAT BOOK 3, PAGE 27 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 89° 34' 19" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, FOR 39.59 FEET; THENCE NORTH 00° 25' 41" WEST FOR 37.00 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY OF BONITA BEACH ROAD AND THE EAST RIGHT OF WAY OF TAMIAMI TRAIL BEING THE POINT OF BEGINNING; THENCE NORTH 01° 03' 53" WEST ALONG SAID EAST RIGHT OF WAY FOR 361.11 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 89° 35' 41" EAST FOR 271.57 FEET; TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 38.00 FEET, CENTRAL ANGLE 31° 47' 57", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 21.09 FEET; TO THE END OF SAID CURVE ALSO BEING A POINT ON THE EAST LINE OF SAID LOT 17; THENCE SOUTH 01° 16' 35" EAST FOR 355.31 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF BONITA BEACH ROAD; THENCE SOUTH 89° 34' 19" WEST ALONG SAID NORTH RIGHT OF WAY FOR 292.84 FEET TO THE POINT OF BEGINNING.

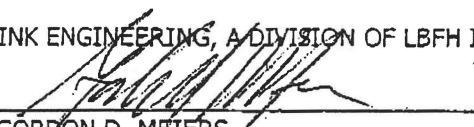
CONTAINING 2.42 ACRES MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BEING NORTH 89° 34' 19" EAST.

SEE SHEET 2 OF 2 FOR SKETCH

INK ENGINEERING, A DIVISION OF LBFH INC.


GORDON D. MEIERS
PROFESSIONAL SURVEYOR & MAPPER
FL. CERT. # 2858

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-04-043
April 6, 2022

REQUESTED MOTION: Adopt Resolution awarding the Logan Boulevard Landscape & Irrigation Maintenance Project RFB 22-01 to the lowest responsive, responsible bidder, P & T Lawn and Tractor Service, in the annual bid amount of \$152,602.56, upon approval of all documentation.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

February 14, 2022 – City staff advertised for sealed bids for the Logan Boulevard Landscape & Irrigation Maintenance Project RFB 22-01.

March 10, 2022 – City received two (2) sealed bids as follows:

P & T Lawn and Tractor Service	\$152,602.56
Superior Landscaping & Lawn Service	\$165,357.23

STAFF RECOMMENDATION: Accept lowest responsive, responsible bid from P & T Lawn and Tractor Service in the amount of \$152,602.56 for Logan Boulevard Landscape & Irrigation Maintenance Project.

ATTACHMENTS:

1. Resolution
2. Bid Comparison

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 22 –

APPROVE RESOLUTION ACCEPTING P & T LAWN & TRACTOR SERVICE, INCORPORATED AS THE LOWEST RESPONSIVE, RESPONSIBLE BID FOR THE LOGAN BOULEVARD LANDSCAPE & IRRIGATION MAINTENANCE PROJECT RFB 22-01, IN THE ANNUAL BID AMOUNT OF \$152,602.56 UPON APPROVAL OF ALL DOCUMENTS.

WHEREAS, City staff received two (2) sealed bids for Logan Boulevard Landscape & Irrigation Maintenance Project RFB 22-01

P & T Lawn & Tractor Service, Inc.	Superior Landscaping
\$152,602.56	\$165,357.23

WHEREAS, the lowest responsive and responsible submittal was from P & T Lawn & Tractor Service in the Annual Bid Amount of \$152,602.56;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida:

Section 1. To enter into an agreement with the lowest responsive and responsible bidder, P & T Lawn & Tractor Service, Inc;

Section 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of April 2022.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr _____	Purdon _____
Corie _____	Quaremba _____
Forbes _____	Steinmeyer _____
Gibson _____	

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS - LOGAN BOULEVARD LANDSCAPE & IRRIGATION MAINTENANCE PROJECT

BID TABULATION SHEET
Prepared by City of Bonita Springs

Date: March 10, 2022 RFB-22-01

ITEM	DESCRIPTION	UNIT	QTY.	FIRM NAME/ADDRESS		FIRM NAME/ADDRESS		FIRM NAME/ADDRESS		FIRM NAME/ADDRESS	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Litter & Debris Pick-up & Removal (Weekly)	EA.	52	\$366.65	\$19,065.80	\$184.25	\$9,581.00				
2	Weeding & Weed Control (Weekly)	EA.	52	\$366.65	\$19,065.80	\$318.34	\$16,553.68				
3	Soil Testing & Fertilizer Application	EA.	3	\$5,500.00	\$16,500.00	\$4,279.50	\$12,838.50				
4	Pruning Palms (Non self-cleaning)	EA.	2	\$1,650.00	\$3,300.00	\$1,959.95	\$3,919.90				
5	Pruning (Trees)	EA.	1	\$10,500.00	\$10,500.00	\$1,306.64	\$1,306.64				
6	Pruning (Shrubs/Groundcovers)	EA.	12	\$1,588.83	\$19,065.96	\$1,066.55	\$12,798.60				
7	Disease & Insect Control	EA.	12	\$150.00	\$1,800.00	\$294.57	\$3,534.84				
8	Irrigation System Monitoring, Inspection & Minor Repair (Weekly)	EA.	52	\$115.00	\$5,980.00	\$455.01	\$23,660.52				
9	Mulch and Mulching	EA.	1	\$35,875.00	\$35,875.00	\$11,837.67	\$11,837.67				
10	ROW Mowing and Edging (biweekly)	EA.	26	\$825.00	\$21,450.00	\$2,666.38	\$69,325.88				
TOTAL					\$152,602.56		\$165,357.23				

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 22-04-044
April 6, 2022

REQUESTED MOTION: Authorize submittal of joint SFWMD Environmental Resource Permit for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Improve Storm Water Management

BACKGROUND:

On March 2, 2022, Council received a presentation on the final project design of the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, which is funded through the FEMA Hazard Mitigation Grant Project.

SFWMD has requested that the permit be a joint application between the landowner, Barron Collier, and the City of Bonita Springs.

The City must apply for this permit prior to submitting to FEMA for final project review. Once the permit application has been submitted, the City can submit construction plans to FEMA for final review.

STAFF RECOMMENDATION: Approve

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Approve purchase and installation of fourteen solar-powered Rectangle Rapid Flash Beam Two-sided Pedestrian Signals to be installed at seven locations on West Terry Street.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

On March 2, 2022, staff received direction to pursue procurement of rapidly reflecting flashing lights to be installed at the crosswalks along West Terry Street. At that time, staff advised that there was a cooperative purchasing opportunity to utilize a Lee County contract for purchasing of the flashing light signals.

Staff has attempted to receive quotes from multiple vendors for procurement of the signals and labor for installation. Wright Construction provided the attached quote to provide and install fourteen rapid flash beam pedestrian signals for a total of \$261,500 and an expected time frame for delivery of 10-12 weeks from receipt of purchase order. To date, no other vendor that we reached out to has provided the requested quote.

Due to the urgency of the circumstances and the significant time delay in delivery, staff recommends proceeding with the quote from Wright Construction. Funding for the project is available in the CIP budget for Minor Road, Sidewalk & Drainage Improvements (GL: 30.25.541.6300).

STAFF RECOMMENDATION: Approve the purchase and installation of fourteen rapid flashing pedestrian signals.

ATTACHMENTS:

1. Quote from Wright Construction
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



March 11, 2022

Joel Langaney
Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs FL 34135

Subject: Proposal for 14 each Rapid Flash Beam 2 Sided Direct (Black Painted Posts)

Mr. Langaney:

Please accept this as our proposal to provide and install fourteen solar powered Rectangle Rapid Flash Beam Two-sided Pedestrian signals with black painted posts at seven locations on West Terry Street as directed by the City of Bonita Springs. Please note the following inclusions and exclusions associated with this work:

Total Cost: \$261,500.00 (Two-hundred sixty-one thousand five hundred dollars)

Included:

- Traffic Control Devices/Signage for the Installation
- Flaggers As needed
- Sod for Restoration at each location for disturbed area
- As-built survey, if required
- ROW Construction Permit
- Performance Bond/Liability Insurance
- Project Supervision/General Conditions

Excluded:

- MOT Design (if required)
- Engineering Design of any kind (Recommended)
- Roadway Striping
- Location Layout (by City)

Please note that due to material volatility, proposal is only good for 20 days. Device delivery is quoted as 10-12 weeks from manufacturers receipt of purchase order and approved shop drawings with an additional 2 weeks for black colored posts. Wright has included two mobilizations. Mobilization one will be for base installations 4 weeks +/- from notice to proceed, and a mobilization two will be the installation of the devices when received. Devices will be installed within 10 business days following receipt.

Thank you for the opportunity to provide with this proposal. If you have any questions, please feel free to contact us.

Wright Construction Group, Inc.

REQUESTED MOTION: Approve Research Service Agreement with FGCU for consulting services to assist with the required Evaluation and Appraisal Review (EAR) process for the City's Comprehensive Plan in an amount not to exceed \$114,621.

REQUESTOR: Carly Jeanne Sanseverino, Staff Attorney; Jacqueline Genson, AICP, Community Development

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management #2 Transportation #4 Environmental Protection #5 Community Aesthetics #7 Government Transparency #8 Economic Development

BACKGROUND:

In accordance with the Growth Management Act, the City must produce an Evaluation and Appraisal Review (EAR) of the City's Comprehensive Plan every seven years. This process will evaluate changes in state law and updated population projections since the last EAR assessment in 2016. The due date for this cycle is April 1, 2023.

In accordance with Exhibit A, the Comprehensive Plan will be reviewed in context of potential updates, and FGCU will host public meetings with stakeholders, business owners, civic groups, and citizens to obtain feedback on issues, opportunities, and strategies to move Bonita Springs in the desired direction. Outreach efforts will include a public workshop and a community survey.

FGCU will then provide a draft report on required amendments and any potential changes to the Comprehensive Plan based on City Council's direction. Any direction provided by Council will be incorporated into the final report, and a letter will be transmitted to the Florida Department of Economic Opportunity in compliance with state law.

Funding is provided in the Development Services budget containing the Comprehensive Plan Amendments and Outside Planning Services line items.

STAFF RECOMMENDATION: Approve the Research Service Agreement for the required Evaluation and Appraisal Report (EAR) of the City's Comprehensive Plan.

ATTACHMENTS:

1. Research Service Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	John Dulmer

Council Action: Approved ☐ Denied ☐ Deferred ☐ Other

Research Service Agreement

Between

City of Bonita Springs

and

Florida Gulf Coast University Board of Trustees

THIS AGREEMENT is made by and between Florida Gulf Coast University Board of Trustees, (hereafter referred to as "FGCU"), a public body corporate, established pursuant to Florida Statutes, whose address is 1050 I FGCU Blvd South, Fort Myers, FL 33965 and City of Bonita Springs (hereafter referred to as "SPONSOR"), whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135

WHEREAS, in furtherance of Florida Statutes §163.01, the "Florida Interlocal Cooperation Act", SPONSOR desires to retain the services of FGCU, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, SPONSOR and FGCU agree as follows:

1. **Scope of Service to be Performed:** FGCU agrees to undertake and conduct the work entitled; "Bonita Springs Evaluation and Appraisal Review (EAR)," for SPONSOR as outlined in **Exhibit A**.
2. **Period of Service:** The research services called for by Article 1, may begin on **4/15/2022** with activities ending on **08/15/2023**, unless extended by written amendment or terminated sooner following the termination provisions set forth below.
3. **Fixed Fee and Payment:** SPONSOR agrees to pay FGCU a **fixed fee** in the amount not to exceed **\$114,621** for research services to be provided under this agreement in accordance with the acceptable completion of tasks as outlined in **Exhibit B** and receipt of FGCU invoice.

SPONSOR's obligation to pay under this AGREEMENT is contingent upon an annual appropriation by Bonita Springs City Council.

Payment shall be made to "Florida Gulf Coast University" and remitted to the following address:

Office Research and Sponsored Programs
10501 FGCU Blvd South, MOD 4
Fort Myers, FL 33965-6565

4. **Points of Contact:** The following are designated as Investigators and Administrative contacts for the purposes of this Agreement. The Investigators will be responsible for the technical matters of the research services outlined in Exhibit A. The FGCU Investigator is essential to the work being performed and no change to the FGCU Investigator without SPONSOR written approval.

Investigators:

For FGCU: Dr. Margaret Banyan, Associate Professor
College of Arts & Sciences
Florida Gulf Coast University
10501 FGCU Boulevard
South Fort Myers, FL 33965-
6565
(239) 590-7850
mbanyan@fgcu.edu

Administrative:

For FGCU: Donna Gilmore, Director of Research
10501 FGCU Blvd South
Fort Myers, FL 33965-6565
(239)-590-7582
dgilmore@fgcu.edu

For SPONSOR: Name:
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
239-949-6262
Email:

- 5. Reporting Requirements:** In addition to research services as described by Article I, FGCU Investigator shall deliver the following reports to the SPONSOR's Investigator:

<u>Report Type</u>	<u>Due No Later than</u>
Draft Interim Report	8/15/2022
Identification of State Planning Requirements	8/15/2022
Draft Evaluation and Appraisal Review (EAR)	2/15/2023
Final Evaluation and Appraisal Review (EAR)	3/16/2023
Transmit EAR Letter to State of Florida DEO	3/20/2023 due by 4/1/2023

- 6. Public Records Compliance:** Consistent with Florida Statutes §119.0701, FGCU will comply with the Florida public records law, specifically:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the SPONSOR in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the SPONSOR would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the SPONSOR all public records in possession of FGCU upon termination of this agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SPONSOR in a format that is compatible with the information technology systems of the SPONSOR.

If FGCU does not comply with a public records request, the SPONSOR shall enforce the contract provisions in accordance with paragraph 13 of this Agreement, with the understanding that FGCU will be liable for any attorney fees accrued in enforcing this provision by either the person requesting the public record or the SPONSOR.

SPONSOR acknowledges that FGCU maintains materials received from SPONSOR in accordance with section 1004 .22(4), Florida Statutes. Notwithstanding, SPONSOR acknowledges that no materials to be received by FGCU in relation this Agreement are confidential and as such, will not object to the release of such materials in response to a public records request made under Florida Public Records law to FGCU.

7. **Publications:** SPONSOR recognizes that FGCU Investigators must have the ability to publish research findings, results or otherwise information gained in the course of research services performed under this agreement in scholarly journals, student dissertations, or other professional forums not so mentioned.

In order to give the SPONSOR an opportunity to review and advise regarding loss of intellectual property and/or to identify any inadvertent disclosure of SPONSOR Confidential Information FGCU will submit to SPONSOR copies of any proposed publication or presentation material involving the results of the Research Services at least thirty (30) days in advance of the submission date for publication or planned presentation date.

SPONSOR recognizes that timing is of the essence and the review of such materials shall be completed within 30-days from the receipt of the planned publication or presentation. FGCU agrees to delete information identified by SPONSOR as Confidential Information from any such proposed publication or presentation material unless SPONSOR agrees to allow its release. If SPONSOR does not respond within the thirty (30) days, said Researchers will have the right to publish the results without further notification or obligation to Sponsor.

At the request of the SPONSOR, FGCU will agree to delay publication or presentation of materials submitted by up to another 30-days (or longer if mutually agreed upon) to allow for preparation and filing of a patent application which SPONSOR has the right to file or to have FGCU file at SPONSOR's request.

8. **Inventions and Patents:**

- a) No license to the other Party under any patents is granted or implied by conveying Proprietary or other Information to that Party.
- b) If an invention is conceived exclusively by the employees of one Party in connection with the Project, title to said invention and to any patent issuing thereon shall be in the inventing Party's name.

- c) In the case of joint inventions, that is inventions made jointly by one or more employees of both Parties hereto, each Party shall have an equal, undivided interest in and to such joint inventions.
 - d) SPONSOR retains a first option, for consideration, a non-exclusive or exclusive license with a right to sublicense, on terms and conditions to be mutually agreed upon. The option shall extend for a time period of 90 days from the date of disclosure to SPONSOR.
9. **Use of Name for Publicity:** Neither Party shall use the name of the other Party or of any Investigator in any advertising or promotional material without the prior written approval of the other.
10. **Compliance with Law:** The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.
11. **Independent Contractor:** FGCU shall be deemed to be and shall be an independent contractor and, as such, FGCU shall not be entitled to any benefits applicable to employees of Sponsor; Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
12. **Insurance:** In the performance of all services hereunder:
- a) FGCU warrants and represents that FGCU has adequate liability insurance, such protection being applicable to officers, employees, agents, consultants and contractors while acting within the scope of their employment by FGCU, and FGCU has no liability insurance policy as such that can extend protection to any other person.
 - b) Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof.
13. **Termination:** This Agreement may be suspended or terminated at any time by FGCU or SPONSOR by giving written notification to the appropriate Administrative Contact of the other Party.

In the event that either Party shall be in breach, violation or default of any of its obligations under this Agreement and shall fail to remedy such default within sixty days (60) after receipt of written notice thereof, the Party not in default (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity) shall have the option of terminating this Agreement upon written notice thereof.

Upon any termination hereof, FGCU shall issue a final report that summarizes the progress made hereunder. FGCU shall be reimbursed for all non-cancelable costs incurred in the performance of this Agreement; such reimbursement shall not exceed the total amount set forth by Article 3.

14. **Dispute Resolution:** Any dispute concerning performance of the Agreement shall be decided by

the appropriate administrative officials of each party, who shall reduce any decision to writing.

15. Miscellaneous: This Agreement (a) may not be assigned or transferred by FGCU without SPONSOR' s prior written consent, (b) constitute s the entire understanding of the Parties with respect to the subject matter hereof, and (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties.

16. Entire Agreement: This Agreement with its exhibits constitutes the entire agreement between the Parties and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, relating to the performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized representatives.

ATTEST:

CITY OF BONITA SPRINGS

City Clerk

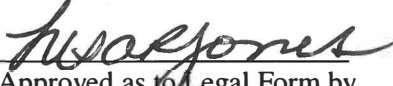
Mayor, City of Bonita Springs

Date

Approved as to Legal Form by City Attorney

ATTEST:

**FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES**



Approved as to Legal Form by
FGCU Office of General Counsel

James Casey, J.D.
Interim Associate Vice President for Research

3-29-22

Date

Exhibit A - Scope of Services

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT will provide and perform the following services that constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

The Consultant's approach assumes that a successful comprehensive plan evaluation and appraisal process will accomplish two objectives simultaneously. First, the Consultant will strive to engage the people of Bonita Springs and their elected and appointed officials in a broad, visionary process that provides a critical analysis of the current pattern of development in the City of Bonita Springs (BONITA SPRINGS) that evaluates the sustainability and livability of existing conditions, including the local and regional economy, as well as the City's land development programs, while at the same time meeting the requirements of Florida's planning and growth management laws, including the Evaluation and Appraisal Review (EAR) process. Specifically, the Consultant will address changes to statutory requirements for the BONITA SPRINGS Comprehensive Plan since the last EAR, with particular attention to the amendments of the Florida Legislative sessions following the last EAR process (2016 through 2022).

Overview of Objectives

BONITA SPRINGS seeks to develop an approach that critically assesses the existing pattern of development in Bonita Springs, with respect to updates that have occurred since the City's last 2016 EAR. The review will assess needed updates and improvements to address the City's core values and needs. The assessment of values and needs will be based on policy changes and plans that have occurred since the 2016 EAR, including EAR based amendments, planning studies, code updates, and/or strategic plans that have relevance for the City's Comprehensive Plan.

Based on the City's EAR process as outlined in the Public Participation, Monitoring, Updating, and Evaluation Procedures Element, this project will also:

- Update appropriate baseline data upon which the Plan in effect was developed
- Evaluate and incorporate newly available secondary data from Federal, State, regional, and local sources, including population; demographic and economic data; land use changes; traffic capacity; water, sewer, and solid waste provision; Florida State Legislative requirements; SW Florida Regional Planning Council goals and strategies; amendments to the City's Comprehensive Plan; and other pertinent data.
- Evaluate strategies to strengthen and/or clarify policies in the Comprehensive Plan document.

Overview of Process

The Consultant anticipates the key tasks in the process of developing the 2023 EAR:

1. ***Project initiation/initial data collection and analysis***—conduct scoping meetings with City officials and staff to discuss key land development issues and land use planning objectives; finalize branding, public communication, and outreach plans; collect initial data needed for baseline research and analysis to support City Council, the local planning agency (LPA), and community visioning meetings; and evaluate issues.

2. ***Agency and public identification of issues and opportunities***—build on initial scoping meetings with City officials and staff by conducting outreach meetings with key governmental agencies (local, regional, state, and federal); the LPA; City Council; and other appropriate public agency and non-governmental organization stakeholders; review issues with key stakeholders, frame the initial issues and opportunities important to BONITA SPRINGS. Incorporate issues as may be identified in other planning processes.
3. ***Comprehensive plan review and framework***—develop a preliminary framework for the review, categorize the issues and opportunities to be addressed and the analysis required, collect data needed to support the project, develop permanent and seasonal population estimates, develop an action plan for preparation of the project report, identify final policy direction and strategies that will move BONITA SPRINGS toward subsequent amendments to the Comprehensive Plan and land development code.
4. ***Public Engagement***¹ -- work with City staff to host public meetings with stakeholders, business owners, civic groups, and citizens to obtain feedback on issues, opportunities, and strategies that will move Bonita Springs in the desired direction as identified in Task 3. No less than three general widely advertised public workshops will be held. Individual constituent meetings / events will be accommodated at the request of the City or civic groups. The scope will include an additional on-line survey or internet-based data collection process. Civic engagement efforts will be coordinated with the City's administrative and communication staff to ensure maximum public access and participation. Additional public meetings are optional and can be incorporated for an additional fixed fee.
5. ***Draft interim report***—prepare a preliminary project report for internal staff review and comment based on tasks 1-4; identify potential changes in policy direction(s) that may require amendments to the comprehensive plan and land development regulations to implement; revise preliminary draft and incorporate City comments.
6. ***State planning requirements compliance and consistency strategies*** - identify changes in state law that have occurred since the last EAR process to be addressed by the City. The Consultant will prepare an outline of state requirements, evaluate the Comprehensive Plan to assess consistency with state requirements, and identify specific amendments needed for compliance with state law.
7. ***Comprehensive plan review report***—prepare a draft report on potential changes to the comprehensive plan that are desirable and necessary; identify specific and detailed changes in policy direction that may require amendments to the Comprehensive Plan and land development regulations; revise report based on city comments and prepare for acceptance by City Council.
8. ***Project report acceptance***—present draft project report to LPA and City Council for acceptance; revise project report to respond to LPA and City Council comments and policy direction.

¹ Outreach activities are an essential aspect of building community consensus in the evaluation of the BONITA SPRINGS comprehensive plan. These meetings provide opportunities for key stakeholder input at important milestones in the proposed evaluation project. Additional outreach activities may be identified as the project is underway, to be initiated as needed.

Estimated Timeframe for Deliverables

Task	Deliverables	Estimated Delivery Date
Task 5	Draft Interim Project Report	8/15/2022
Task 6	Identification of State Planning Requirements	8/15/2022
Task 7	Draft Evaluation and Appraisal Review (EAR)	2/15/2023
	Final Evaluation and Appraisal Review (EAR)	3/16/2023
Task 8	Transmit EAR Letter to State of Florida Department of Economic Opportunity	3/20/2023 (Due to state by 4/1/2023)
Follow-up	Follow-up as needed, i.e. meetings with Commissioners and City staff	8/15/2023

"Exhibit B"

Task 1: Project Initiation / Initial Data Collection	
Scoping meetings with City Staff	
Finalize public outreach & brand identity	
Collect baseline data needed	
<i>Subtotal Task Fee</i>	<i>\$6,200.00</i>
Task 2: Agency & Public Identification of Issues	
Meetings with City Staff (2)	
Meeting with Stakeholder Agencies (1)	
Meeting with LPA (1)	
Meeting with City Council (1)	
Meeting with Civic Groups (2)	
<i>Subtotal Task Fee</i>	<i>\$5,400.00</i>
Task 3: Comprehensive Plan Review	
Design plan process	
Develop framework and analyze issues	
Develop and analyze population estimates	
Suggested policy directions /strategies	
<i>Subtotal Task Fee</i>	<i>\$29,566.00</i>
Task 4: Public Engagement	
Public meetings and analysis of results (3 general)	
Develop & Administer On-Line Presence & Survey	
<i>Subtotal Task Fee</i>	<i>\$14,500.00</i>
Task 5: Draft Interim Report	
Identify potential changes to Comp Plan	
Prepare report for review	
Present report to LPA & Council for review	
Revise report based on City comments	
<i>Subtotal Task Fee</i>	<i>\$11,100.00</i>
Task 6: State Planning Consistency Review	
Outline of state requirements	
Evaluation of changes needed for consistency	
<i>Subtotal Task Fee</i>	<i>\$5,800.00</i>
Task 7: Comprehensive Plan Review Report	
Prepare draft report for comp plan changes	
<i>Subtotal Task Fee</i>	<i>\$10,800.00</i>
Task 8: Project Report Acceptance	
Presentation to LPA	
City Council Presentation	
Transmit Letter to Department of Economic Opportunity	
<i>Subtotal Task Fee</i>	<i>\$2,000.00</i>
<i>Subtotal Fee</i>	<i>\$95,966.00</i>
Supplies	\$2,000.00
Total Direct Cost	\$97,966.00
FGCU Overhead @ 17%	\$16,655
Total with FGCU Overhead	\$114,621

*Total fee includes \$25,000 for Subcontractor Stantec - General GIS and public meeting support

REQUESTED MOTION: Approve the amendment of the lease agreement with Raul Rubio for the use of Artist Cottage #5 for another one-year term.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: #8 Economic Development

BACKGROUND:

In 2006, City Council authorized staff to advertise a Request for Proposals (RFP) for Letters of Interest from artists and other similar type vendors for use of the six (6) historic fishing cottages at Riverside Park behind the Liles Hotels. The letters of interest were reviewed by the Art in Public Places board for the members to rank the six (6) top candidates to begin negotiations for a use agreement of each cottage. Since 2006, we have advertised a request for proposals for any vacant cottage that becomes available for use. The intent of leasing the cottages to artists was to create an “artist village” that would enhance arts and culture in the downtown as well as encourage economic development in the area.

Raul Rubio would like to exercise his right to renew for another one-year term under the same terms and conditions. The agreement provides for hours of operation for special events, security, utilities, cancellation of lease, renewal option and insurance requirements. The agreement requires the artist to rent the premises for the sum of \$300.00 per month from October to May and \$200.00 per month from June to September, for the full term of the agreement.

STAFF RECOMMENDATION: Approve the amendment of the lease agreement with Raul Rubio for the use of Artist Cottage #5 for renewal of another one-year term.

ATTACHMENTS:

1. Amendment
2. Original Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Nicole Perino

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS
RENEWAL OF RIVERSIDE PARK COTTAGE USE AGREEMENTS
COTTAGE NO. 5

This Renewal of a lease agreement dated April 8, 2021 is made and entered into this 6th day of April 2022 between the CITY OF BONITA SPRINGS, a municipal corporation of the state of Florida ("*lessor*"), and Raul Rubio, 10300 Indiana St., Bonita Springs, FL 34135 ("*lessee*").

WHEREAS, the City and Lessee enter into an agreement for use of a Riverside Park Artist Cottage.

WHEREAS, it is in the public interest to amend the Agreement dated April 8, 2021, attached hereto as Exhibit "A" to continue the services for another one-year period under the same terms and conditions.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and Lessee hereby agree to extend the Agreement as follows:

1. The recitals as set forth above are incorporated into the terms of this agreement as if set out herein at length.
2. Section V (B), Renewing Terms, is hereby extended in an increment of one year, to April 7, 2023.
3. All of the remaining terms in Exhibit "A", the Agreement, attached hereto, remain the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed Said Agreement is to become effective and operative upon filing with the City Clerk.

Lessee: _____
Print name

By: _____
Sign name

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Date filed with City Clerk: _____

**CITY OF BONITA SPRINGS
RIVERSIDE PARK COTTAGE USE AGREEMENT
COTTAGE NO. 5**

THIS AGREEMENT is made this 8th day of April, 2021, between the City of Bonita Springs, a Florida municipal corporation (hereinafter, the "City"), whose address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135, and Raul Rubio (hereinafter, "Tenant"), whose address is 10300 Indiana St., Bonita Springs, Florida 34135.

WITNESSETH:

WHEREAS, the City owns certain historic fishing cottages located at Riverside Park, 27300 Old US 41 Road, Bonita Springs, Florida 34135.

WHEREAS, it is an objective for City Council that the public is able to observe a "village" of artists and craftsmen in the park; and

WHEREAS, since 2006, the cottages have been leased to artists or other similar vendors in furtherance of this objective of hosting an artist village for public viewing; and

WHEREAS, Cottage No. 5 is currently available for tenancy; and

WHEREAS, in August of 2020, the City issued an advertisement requesting letters of interest from artists or other similar vendors for use of the Cottage No. 5 (RFP 20-16); and

WHEREAS, based upon the submissions received in response to RFP 20-16, the Art in Public Places Board has determined Tenant to be the most qualified bidder for tenancy of Cottage No. 5.

NOW, THEREFORE, in consideration of the mutual covenants and considerations contained herein, the parties agree as follows:

GENERAL TERMS OF USE

1. The City hereby agrees to lease unto Tenant the Cottage No. 5 located at Riverside Park, 27300 Old US 41 Road, Bonita Springs, FL 34135 (hereinafter, the "Premises") for the business use described in the proposal submitted by Tenant in response to RFP 20-16.
2. The City shall maintain and make all exterior and structural repairs to the Premises that are not made necessary by fault of Tenant, and maintain and repair all heating, ventilating and air-conditioning equipment, all wires, pipes, conduits and other equipment or facilities for supplying heat, light, power, hot and cold water services to the Premises, all drainage and waste pipes or facilities leading from the Premises, and those portions of all outside utility lines supplying the Premises (unless the utility lines are maintained or repaired by utility companies). The City shall not be liable to Tenant for damages, nor for abatement in rent, due to the City's failure to perform work under this Agreement. The provisions of this paragraph shall not apply to any of the installations that may be installed by Tenant as subsequently provided for herein.

3. The City shall furnish adequate electricity, air-conditioning, water and all utilities; Tenant shall be responsible for its telephone, high-speed internet connections, and DSL connections.
4. The City shall furnish its security system for the grounds (Diamond Investigations and Security) and provide individual locks for each unit. The City in no way guarantees adequacy of the security for safety of people or property. Any additional security measures and associated costs shall be the responsibility of the Tenant alone.
5. Tenant shall maintain and operate the art studio in a first-class manner, in accordance with the highest standards for art studios, in furtherance of education to the public of the particular genre of art.
6. Tenant and Tenant's employees shall be clean, courteous, and neat in appearance. Tenant shall not employ any person who will violate any of the nondiscrimination terms of this Agreement.
7. In the performance of this Agreement, Tenant shall not discriminate against any worker, employee, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit any unfair employment practice. Tenant shall take affirmative action to ensure that employees are treated during employment without regard to their race, creed, color, religion, age sex or national origin.
8. Tenant shall similarly furnish services connected with Tenant's business on a fair, equal and nondiscriminatory basis to all customers or users.
9. Tenant agrees to be open for business during organized special events. The City shall provide fifteen (15) days' notice of any such event. Other than the mandated hours of operations described in this paragraph, Tenant may decide when it is advantageous to have the studio open for public viewing.
10. Tenant shall maintain the Premises in a clean, neat and sanitary condition, maintaining adequate and suitable receptacles for trash and refuse within the cottage and its immediately surrounding areas. Tenant shall empty trash and refuse receptacles in the dumpster as designated by the Parks and Recreation Director.
11. Tenant shall not erect or install, nor permit to be erected or installed, any signs or other similar advertising device in or upon the Premises or the building without first obtaining the written consent of the Parks and Recreation Director.
12. Tenant shall make no alterations, additions nor replacements to the Premises without obtaining prior written consent from the Parks and Recreation Director. At the time of the request, Tenant shall specifically state whether the desired modification will require new electrical or plumbing connections or any changes in the existing equipment on or in the Premises.

13. Any alterations, additions or other improvements to the Premises shall become part of the City-owned realty upon termination of this Agreement, unless removed during the course of the Agreement with written consent from the Parks and Recreation Director.
14. Tenant shall maintain the Premises in good and working order and repair, including but not limited to, all trade fixtures and equipment, furnishings, utility connections and services, mechanical and electrical arrangements, janitorial and custodian services, painting and decorating of the interior of the Premises (subject to approval of the Parks and Recreation Director), and all other related services necessary to maintain the Premises in a good, safe and sanitary condition during the term of this Agreement. Maintenance shall be at Tenant's sole expense and shall be subject to general inspection by the City to ensure a continuing quality of maintenance, health, and safety standards established by the City.
15. In the event that the Premises are not maintained by Tenant to the standards required herein, the City may enter the Premises for the purpose of curing the default of Tenant, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenant. Tenant agrees to pay the City all costs and expenses incurred through the curing any such default.
16. Tenant shall allow the City, or its authorized agents, access to the Premises at any reasonable hour for the purpose of inspecting or maintaining the Premises as required herein, or for any purpose necessary or connected with the exercise of its governmental functions. The City shall not be liable for any loss in business or damages of any nature to Tenant occasioned by the performance of the necessary work.
17. Tenant shall bear at its own expense all costs of operating its art studio and shall pay all other costs connected with the use of the Premises, including maintenance (except building structure, outside wall, and roof), insurance, taxes, janitorial services and supplies, and all permits and licenses required by law. TENANT SHALL ONLY USE TURPENOID AS THE CHEMICAL FOR THINNER, TURPENTINE, ETC., UNLESS NON-FLAMMABLE CHEMICALS ARE OTHERWISE AGREED UPON.
18. Tenant, Tenant's agents, all patrons and invitees, and any licensee of the Tenant shall have the right of ingress to and egress from the Premises without prior approval of the Parks and Recreation Director.
19. Tenant shall not assign, transfer, sublease, pledge, surrender, or otherwise encumber or dispose of the Premises, or any portion thereof, nor permit any other person(s), company or corporation to occupy the Premises, without first obtaining the written consent of City Council.

20. Tenant shall observe and obey all laws, ordinances, regulations and rules of the federal, state, county, and municipal governments that may be applicable to its operations. Tenant shall obtain and maintain all necessary permits and licenses for its operations. Tenant agrees to observe and obey any reasonable rule or regulation pertaining to the use of the building or related facilities that the City may adopt and enforce during the term of this Agreement.

TERM, RENT, RENEWALS & TERMINATION

21. The Term of this Agreement shall be for a period of one (1) year commencing on the date first written above, unless otherwise terminated or extended as provided for herein.
22. Tenant shall pay the City a sum of \$300.00 per month as Rent for the Premises from October through May, and a sum of \$200.00 per month as Rent for the Premises from June through September, due and payable on the first day of each month for the full term of this Agreement.
23. Tenant shall have the option for renewal of this Agreement so long as Tenant is not in default of any provision hereunder at the time of such election. Tenant shall provide written notice of election to renew not less than three (3) months prior to the expiration of the current term of the Agreement (original or extended). If Tenant opts to renew, the Agreement may be automatically renewed for subsequent one (1) year terms up to a maximum of three, upon all of the same terms, provisions, and conditions set forth in this Agreement.
24. In the event that Tenant holds over and remains in possession of the Premises after the expiration of this Agreement without any written renewal of the Agreement, that holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a tenancy from month to month that may be terminated at any time by the City.
25. This Agreement shall be subject to cancellation by the Tenant in the event of any of the following events:
- a. The permanent abandonment of Riverside Park facility.
 - b. The lawful assumption by the United States government, or its authorized agency, of the operation, control or use of the park, or any substantial part of the park, so as to substantially restrict Tenant's use of the Premises for a period of at least ninety (90) days.
 - c. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Premises or of Riverside Park, and which remains in force for a period of at least ninety (90) days.

- d. The default by the City in the performance of any covenant or provision herein required and the failure of the City to remedy that default within ten (10) days of receipt of written notice from Tenant demanding remedy of such default.
 - e. Upon ninety (90) days' written notice from Tenant or City.
26. Upon the termination of this Agreement by lapse of time or otherwise, except for Tenant's default, Tenant shall have the right to remove, or shall be obliged to remove upon direction from the City, all equipment, fixtures, and personal property installed by Tenant or located within the Premises (but not pipes, conduit, and wiring that Tenant may have installed and that may be affixed to or imbedded in walls, ceilings or floors). Tenant shall have thirty (30) days to remove any equipment and fixtures and personal property, and to fully restore the Premises to the condition in which it existed at the time that Tenant took possession, ordinary wear and tear excepted. After thirty (30) days, Tenant shall be deemed to have abandoned any equipment, fixtures, or personal property remaining in or on the Premises.
27. Upon the termination of this Agreement, Tenant shall have no further right to or interest in any of the leasehold improvements installed by Tenant.
28. At the expiration or termination of this Agreement, Tenant shall peaceably deliver possession of the Premises to the City in as good order and condition as it existed at the time that Tenant took possession, reasonable use and wear excepted.

DAMAGE OR DESTRUCTION OF PREMISES

29. If the Premises are damaged by fire, explosion, natural elements, the public enemy, or other casualty, but not rendered untenantable, the Premises may be repaired promptly by the City at the City's expense. If the damage is so extensive as to render the Premises untenantable and, in the City's judgment, cannot be repaired within ninety (90) days from the date that the damage occurred, the City may terminate this Agreement effective as of the date of the damage by giving Tenant written notice within thirty (30) days of the date that the damage occurred.
30. If the City does not terminate the Agreement as provided for in the paragraph above, the City shall promptly repair and restore the Premises to the condition in which it existed when originally delivered to the Tenant, and the rent payable shall completely abate from the date that the damage occurred until the Premises are substantially restored and is tenantable. If the Premises are not repaired or reconstructed within one hundred and twenty (120) days after the damage occurred, absent good cause, Tenant may give the City written notice of its intention to cancel the Agreement in its entirety as of the date of the damage.

REQUIRED INSURANCE & INDEMNIFICATION

31. Property Insurance. Tenant shall procure and keep in force a property insurance policy with special perils coverage upon its leasehold improvements, furniture, furnishings, fixtures and equipment, and business personal property to their full insurable value and shall provide the City with evidence that coverage has been procured and is being maintained in full force.
32. Workers' Compensation Insurance. The Tenant shall maintain workers' compensation insurance covering any employee whether part time, full time or casual in nature as required under Florida Statutes, including Employers' Liability Limit of \$500,000. If the owner(s) and or officers are not permitted to a legal exemption, they shall also be covered as any other employee.
33. Liability Insurance. The Tenant shall maintain, throughout the term of this Agreement, a commercial general liability insurance policy with coverage limits of \$1,000,000 bodily injury or property damage liability for each occurrence and \$2,000,000 in the aggregate. Coverage shall include a least \$50,000 fire legal liability and include products and completed operations. It is understood that the specified amounts of insurance in no way limits the liability of Tenant and that Tenant shall carry insurance in amounts so as to indemnify the City from all claims, suits, demands and actions. Tenant shall add the City as an additional insured including products and completed operations, and provide a certificate of insurance at the commencement of the lease and as often as requested by the City. Coverage shall be provided by an insurance carrier acceptable to the City.
34. Indemnification. To the fullest extent permitted by law, the Tenant shall defend, indemnify and hold harmless the City, its consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Tenant's fulfillment of this Agreement or the use of the Premises, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, pollution, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Tenant, the Tenant's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified here under, except for gross negligence by the City.

TENANT DEFAULT & LIABILITY

35. Each of the following events shall constitute an Event of Default hereunder:
 - a. Tenant's failure to pay when due any installment of rent and such failure continues for a period of ten (10) days after the due date, without any notice or demand being required.

- b. Tenant's failure to perform or observe any other covenant, condition or other obligation of Tenant and such failure continues for a period of ten (10) days after Tenant receives written notice thereof.
 - c. The Premises become vacant and unoccupied for more than thirty (30) days.
- 36. Upon the occurrence of an Event of Default by Tenant that is not cured by Tenant within the applicable grace period specified above, the City or its agents or employees may immediately or at any time thereafter re-enter the Premises and remove Tenant, its agents, employees, licensees, and any other persons and all or any of its property from the Premises, either by summary dispossession proceedings or by any suitable action or proceedings at law or in equity or by force, self-help or otherwise, without being liable to indictment or prosecution of damages therefor, and repossess and enjoy the Premises, together with all alterations, additions, and improvements to the Premises.
- 37. The City's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in writing and signed by both parties.
- 38. In case of any termination, re-entry, or dispossession by summary proceedings or otherwise, the Rent and all other charges required to be paid up to the time of such termination, re-entry, or dispossession, shall be paid by Tenant, and Tenant also shall pay to the City all expenses which the City may then or thereafter incur for legal expenses, reasonable attorney's fees, and all other costs paid or incurred by the City as the result of such termination, re-entry, or dispossession, for restoring the Premises to good order and condition and for altering and otherwise preparing the Premises for reletting. The City may, but shall have no obligation, at any time relet the Premises, in whole or in part, for any rental then obtainable for a term that, at the City's option, may be for the remainder of the then current term of this Agreement or for any longer or shorter period.
- 39. Tenant shall remain liable to the City for damages in an amount equal to the Rent and other sums which would have been owing by Tenant hereunder for the balance of the Term had this Agreement not been terminated, less the net proceeds, if any, of any reletting of the Premises by the City after such termination, after deducting all of the City's expenses in connection with such recovery of possession or reletting. The City shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and other amounts would have been payable if this Agreement had not been terminated. Alternatively, at the option of the City, the City shall be entitled to accelerate and declare the entire remaining unpaid Rent for the balance of the term to be immediately due and payable. The City shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Agreement, represents the present value of the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the term.

40. The City's rights and remedies set forth herein are cumulative and are in addition to the City's other rights and remedies at law or in equity or otherwise. The City's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy.
41. The City's delay or failure to exercise or enforce any of the City's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies or obligations. The City shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by the City. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver.
42. Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, the City may apply any payment received from Tenant to any payment then due. The City may accept the same without prejudice to the City's right to recover the balance of such sum or to pursue other remedies.

MISCELLANEOUS PROVISIONS

43. Force Majeure. The performance of all covenants contained here (except for the payment of rent which shall be paid if otherwise provided for herein), shall be postponed and suspended during any such period that performance is prevented by acts of God, accidents, weather and conditions arising from them, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration of existence of a national emergency and attendant conditions, the exercise of paramount power by the federal government, either through the taking of the Premises or the imposition of regulations restricting the conduct of business there, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order of request of any federal, state or local government or any instrumentality or agency, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the City or Tenant.
44. Independence of the Parties. It is understood and agreed that nothing contained herein is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting either party as the agent, representative, or employee of the other party for any purpose. Tenant is and remains an independent contractor with respect to all services performed under this Agreement.

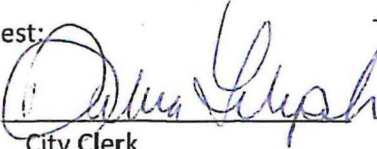
45. Notices. Notices required herein shall be hand-delivered or sent via certified mail addressed to the respective addresses first written above. Notices to the City shall be addressed to the attention of the Parks and Recreation Director.
46. Nonrecording. Tenant shall not cause or allow this Agreement or any memorandum or disclosure thereof to be recorded or filed in any public land or other public records of any jurisdiction, and any attempt to do so may be treated by the City as a breach of this Agreement.
47. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall remain in effect and shall be enforceable to the full extent permitted by law.
48. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.
49. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is further agreed that the venue for any legal or equitable action between the parties relating to this Agreement shall be in the courts of appropriate jurisdiction in Lee County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Witness 1

Witness 2

Attest:

By: 
City Clerk

Approved as to Legal Form:

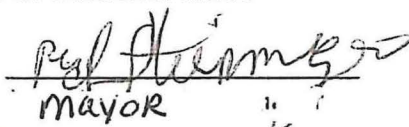

City Attorney's Office

By:


Raul Rubio

CITY OF BONITA SPRINGS

By:


Mayor

REQUESTED MOTION: Presentation by Dr. Margaret Banyan of FGCU regarding the commencement of the required Evaluation and Appraisal Review (EAR) process of the City's Comprehensive Plan.

REQUESTOR: Jacqueline Genson, AICP, Planning & Zoning Manager, Community Development

AGENDA: Presentations

STRATEGIC PRIORITY: #8 Economic Development

BACKGROUND:

Dr. Margaret Banyan of FGCU will be present to furnish an overview of the Evaluation and Appraisal Review (EAR) process to assess the City's Comprehensive Plan, as required by the Growth Management Act, and to answer any questions Council may have prior to commencement of the project.

STAFF RECOMMENDATION: Receive presentation.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	John Dulmer

Council Action: Approved __ Denied __ Deferred __ Other _____

REQUESTED MOTION: Discussion regarding potential regulations to mitigate noise impacts of pickleball courts.

REQUESTOR: Amy Quaremba, Council Member, District 1

AGENDA: Council Member Items

STRATEGIC PRIORITY: N/A

BACKGROUND:

Pickleball started to gain in popularity about four or five years ago as several communities began to construct new facilities and redevelop existing tennis courts for this use. At that time, the City classified pickleball courts as tennis courts for zoning purposes. It became abundantly clear that the noise impacts associated with pickleball are very different from tennis as both the Community Development and Neighborhood Services departments experienced high volumes of complaints regarding the noise.

I would like to discuss with Council their thoughts on possible regulations to help alleviate those noise concerns. I think it is important to assess the existing surrounding uses when permitting pickleball courts. Should Council agree, I would like to direct staff to prepare their recommendations for potential development standards for the placement of these facilities.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS: None.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	John Dulmer

Council Action: Approved __ Denied __ Deferred __ Other _____

REQUESTED MOTION: (Second Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; UPDATING THE DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS IN CONSIDERATION OF THE 2020 U.S. CENSUS DATA AND IN ACCORDANCE WITH SECTION 53 OF THE CITY CHARTER, STATE AND FEDERAL LAW; PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

REQUESTOR: Derek Rooney, City Attorney; Carly Jeanne Sanseverino, Staff Attorney

AGENDA: Public Hearing

STRATEGIC PRIORITY:

BACKGROUND:

Section 53 of the City's Charter requires the City Council to divide the City into six districts of contiguous territory with as nearly equal population as is practicable after each decennial census. This is the first of two ordinances that will complete the process. This ordinance will adopt the selected map. Once adopted, staff can proceed with preparing the legal description for the City Charter.

On January 19, 2022, City Council adopted Resolution 22-07 adopting redistricting criteria and guidelines to follow throughout the redistricting process. At the Council meeting, Council will use these criteria to discuss the proposed maps and provide direction. The City's consultant will be participating virtually to assist in the discussion and answer any questions Council may have.

On March 16, 2022, the City Council conducted the first reading and moved the ordinance to second reading with three alternative maps in consideration.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Draft Ordinance
2. Proposed Maps
3. Resolution 22-07

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE 22-

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; UPDATING THE DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS IN CONSIDERATION OF THE 2020 U.S. CENSUS DATA AND IN ACCORDANCE WITH SECTION 53 OF THE CITY CHARTER, STATE AND FEDERAL LAW; PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, CODIFICATION AND SCRIVERNER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Article I, Section 53 the Bonita Springs City Charter, Florida General Law, and the Florida Constitution require the City Council of Bonita Springs, Lee County, Florida, to divide the City into six (6) districts of contiguous territory as nearly equal in population as practicable after each decennial census and to notice such changes; and

WHEREAS, the City Council had determined, pursuant to the above requirements, that new city council members' district boundaries need to be established; and

WHEREAS, all applicable requirements of the Federal Voting Rights Act and other applicable laws have been complied with in developing the new boundaries; and

WHEREAS, the new district boundaries are based on the 2020 U.S. Census data and are composed of territory that is contiguous, reasonably compact, and nearly equal in populations as practicable; and

WHEREAS, the City Council of Bonita Springs, in accordance with the requirements of the applicable laws, wishes to adopt new city council district boundaries as further defined herein.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA:

Section 1 Recitals.

Each of the foregoing recitals are hereby incorporated into this Ordinance as if specifically set forth herein.

Section 2. City Council Districts.

Pursuant to Section 53 of the Bonita Springs City Charter, Florida General Law, the Florida Constitution, Bonita Springs, Lee County is divided into six (6) city council districts of contiguous territory as nearly equal in population as practicable in the manner shown on the map attached hereto as Exhibit "A" and made a part hereof. A Map of the six (6) city council district boundaries are also attached hereto as Composite Exhibit "B" and made a part hereof.

Section 3. Recordation of the Map.

The description of the City Council district boundaries as adopted herein and as more specifically illustrated in the Exhibits attached hereto and made a part hereof shall be entered upon the minutes of this meeting.

Section 4. Severability.

The provisions of this ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any Court of competent jurisdiction shall hold any of the provisions of this Ordinance unconstitutional, the decision of such Court shall not affect or impair any remaining provisions of this ordinance. It is hereby declared to be the legislative intent that this ordinance would be adopted had such unconstitutional provision not been included therein.

Section 5. Conflicts of Law.

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted City of Bonita Springs ordinance or Florida Statutes, the more restrictive shall apply.

Section 6: Codification and Scrivener's Errors.

It is the intention of the City Council for the City of Bonita Springs that the provisions of this ordinance shall become and be made a part of the Bonita Springs City Code; and that sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2022.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

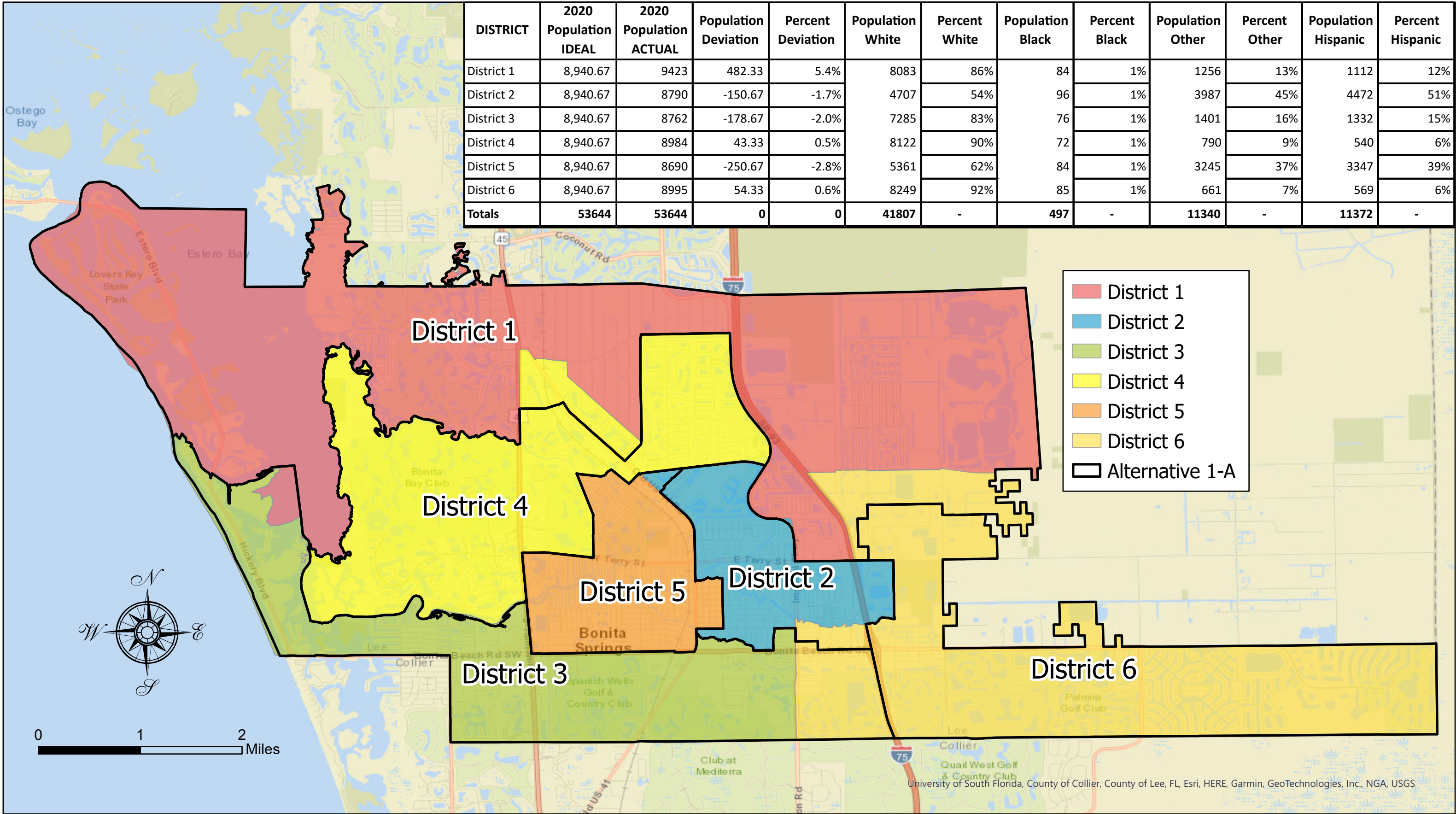
Vote:

Carr	Purdon
Corrie	Steinmeyer
Forbes	Quaremba
Gibson	

Date Filed With City Clerk: _____



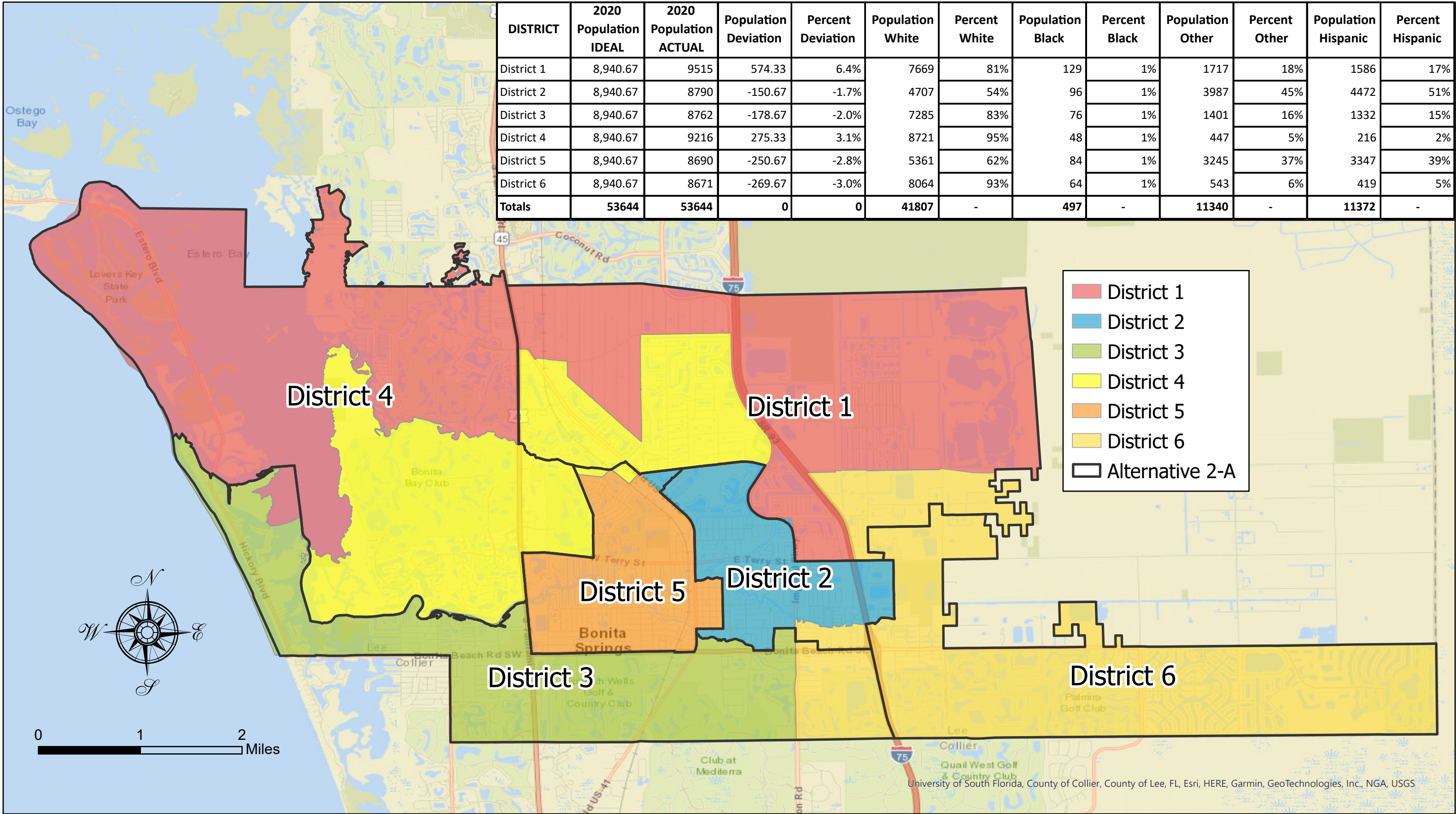
City Council Districts Draft Alternative 1-A





City Council Districts

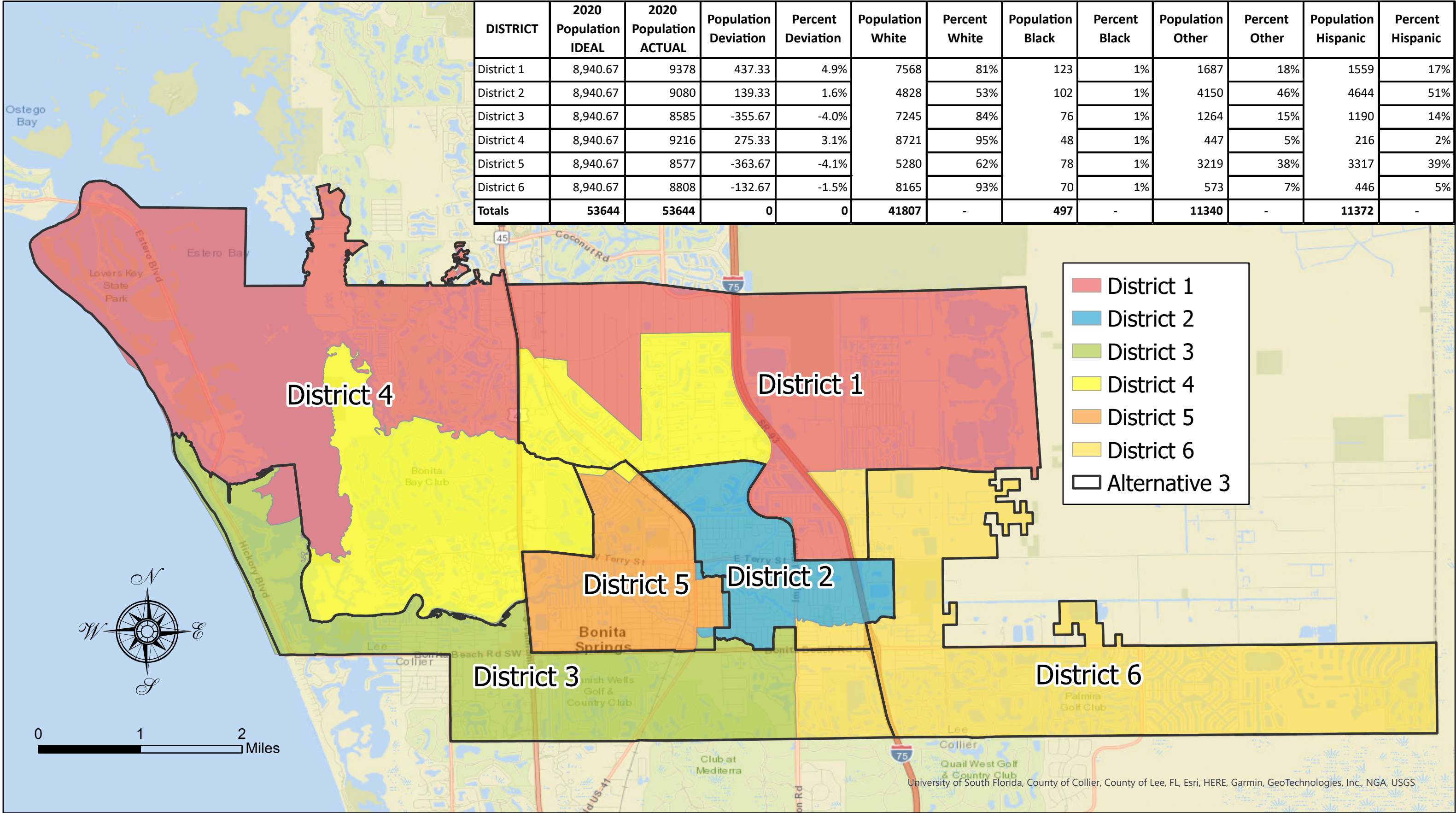
Draft Alternative 2-A





City Council Districts

Draft Alternative 3



**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 22- 07**

**A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA;
PROVIDING THE INTENT OF THE CITY COUNCIL TO REDISTRICT THE
CITY OF BONITA SPRINGS ELECTION DISTRICTS IN ACCORDANCE
WITH THE CITY CHARTER AND IN CONSIDERATION OF THE 2020
CENSUS CONDUCTED BY THE U.S. CENSUS BUREAU; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, as required by Article I of the Constitution of the United States, the U.S. Census Bureau must conduct a census every ten years to determine the number of people living in the United States; and

WHEREAS, Section 53 of the City Charter provides that in the year 2001, and in the odd-numbered years after each decennial census thereafter, and at any time when required by law, the City Council may redivide the City into six districts as roughly equal in permanent population (along precinct lines) as practical; and

WHEREAS, the City Council most recently redistricted the City by adoption of Ordinance 12-02 using data from the 2010 Census; and

WHEREAS, the U.S. Census Bureau has completed the 2020 Census and the data is now available to the public; and

WHEREAS, in accordance with the City Charter and in consideration of the 2020 Census data, the City Council intends to adjust the boundary lines of the City's election districts by adoption of an ordinance; and

WHEREAS, the City has contracted with Kurt Spitzer & Associates to assist the City Council in analyzing the 2020 Census data and redistricting the City accordingly.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS:

SECTION 1. *Public Participation.* The City Council will conduct a transparent redistricting process with opportunity for public participation. All redistricting plan information will be available to the public in a timely fashion, free of charge, via the City's website and other reasonable means. The public will have the opportunity to submit comments on district maps for City Council's consideration.

SECTION 2. *Expert Consultant.* In March 2022, insofar as practical or possible, Kurt Spitzer & Associates will present to City Council its final recommendation for revisions to the City's election district boundaries in accordance with the criteria provided in this resolution. Kurt Spitzer & Associates must include a map together with a description of the recommended election

districts and, may include several other potential redistricting options that meet the criteria established in this resolution.

SECTION 3. Redistricting Criteria. The City Council shall follow established constitutional principles for redistricting in accordance with law. In furtherance of this requirement, the City Council shall adopt election district boundaries that meet the criteria set forth below. With the exception of population equality and compliance with the Voting Rights Act, which are mandatory criteria, there is no order of priority among the remaining criteria, which are discretionary criteria that the Council is choosing to follow to the extent practicable.

- A. **Population Equality.** Election districts must be based upon the principle of equal and effective representation as required by the U.S. Constitution. Accordingly, each district must be as nearly of equal population as is practicable. The districts may deviate somewhat from perfect population equality to accommodate the redistricting criteria otherwise set forth in this resolution. The target for population deviation is no more than 3% greater or less than the ideal population for election districts, and in no case may the difference in deviation between the largest and smallest election districts exceed ten percentage points based on the data available from the 2020 census. The City Council may consider future population growth over the next decennial period.
- B. **Voting Rights Act.** The districts must comply with Section 2 of the U.S. Voting Rights Act of 1965, which prohibits voting practices or procedures that discriminate on the basis of race, color, or membership in certain language minority groups, or which result in denying a racial or language minority and equal opportunity to participate in the political process. To this end, election districts must not be drawn in a manner that results in the dilution of the vote of a racial, ethnic, or language minority group.
- C. **Compactness.** Each district should to the extent practicable be compact, striving for a minimum distance between all parts of the district with no bizarre shapes. For example, a circle, square, or hexagon would be examples of shapes that are compact.
- D. **Contiguity.** Each district must have contiguous territory, where all parts of the district are connected at some point with the rest of the district. Contiguity may be achieved by crossing a waterbody.
- E. **Geographical Boundaries.** The boundaries of each district should, to the extent practicable, recognize significant natural or man-made boundaries. For example, these include water bodies, major highways, or railroad tracks.
- F. **Political Boundaries.** Each district should, to the extent practicable, recognize and not split existing political boundaries such as U.S. Congressional and Florida Legislative districts, voting precincts, or census blocks.
- G. **Communities of Interest.** Each district should to the extent practicable recognize and not split existing communities of interest such as where people share recognizable social, political, cultural, religious, or economic interests. Communities of interest may

include but are not limited to established neighborhoods and subdivisions, downtown districts, historical districts, or economic districts.

H. ***Existing District Cores.*** Each district should, to the extent practicable, maintain existing election districts as previously drawn.

SECTION 4. *Intended timeline.* The City Council intends to establish revised election district boundaries with an ordinance adopted no later than May 4, 2022, insofar as practical or possible.

SECTION 5. *Effective date.* This resolution shall take effect immediately upon adoption.

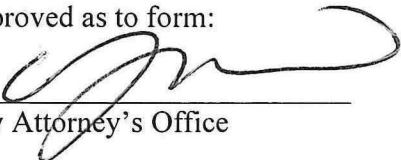
DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of January, 2022.

AUTHENTICATION


Mayor Rick Steinmeyer


City Clerk's Office

Approved as to form:


City Attorney's Office

[Seal]



Vote:

Carr Aye
Corrie Aye
Forbes Aye
Gibson Aye

Purdon Aye
Quaremba Aye
Steinmeyer Aye

REQUESTED MOTION: Discussion of request from the Café of Life regarding lease renewal.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: N/A

BACKGROUND:

On February 20, 2013, the City Council adopted Ordinance 13-03 authorizing a lease agreement for the use of Leitner Park to be used by the Café of Life for operation of a meal center during defined hours. The original agreement provides for an initial term of ten years, with the option to renew for additional five-year terms provided that the Café provides of intent to renew at least six months prior to the expiration of the agreement. The current agreement is set to expire on March 22, 2023.

On March 15, 2022, staff received correspondence from the Café of Life requesting for the lease agreement to be renewed prior to the current expiration date and to be renewed for another ten-year term, as opposed to a five-year term. The Café has advised that they are not requesting any other modifications to the lease.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Correspondence from Café of Life
2. Ordinance 13-03

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other_____



CARING... SHARING... SERVING

Cafe of Life, Inc.

MAILING: P.O. Box 367794 Bonita Springs FL, 34136

LOCATION: 10540 Childers Street Bonita Springs, FL 34135

Tel: 239-495-9325

WEB: cafeoflife.org

[facebook.com\CaringSharingServing](https://facebook.com/CaringSharingServing)

March 14, 2022

City of Bonita Springs
ATTN: City Manager
9101 Bonita Beach Rd SE
Bonita Springs, FL 34135

MAR 15 2022 AM 9:25

Subject: Renewal of Lease Agreement between City of Bonita Springs and Cafe of Life for Use of Leitner Neighborhood Park

On March 22, 2013 the City of Bonita Springs (City) and the Cafe of Life (Cafe) entered into a ten-year Lease Agreement for Cafe use and maintenance of the Leitner Neighborhood Park. Since 2013, we have built a state-of-the-art meal service site and playground, maintained the Park in excellent condition at no expense to the City, and served approximately 20,000 meals annually to the needy of the Bonita Springs area.

Section 2 of the Agreement provides that the lease will be in effect for 10 years from the effective date of the Agreement (until March 22, 2023) and will be renewed for additional five-year terms. It also provides that Cafe shall notify the City of its intent to renew the least at least six months prior to the expiration of the term.

This letter is Cafe's request that the lease agreement be renewed prior to the expiration of the current term for a period of ten years. Although the agreement mentions a five-year renewal, it also states that by mutual written agreement the City and Cafe may extend the agreement on other terms. We believe that the Cafe has demonstrated over the years that it has and will continue to conduct its activities at the Park in a responsible and efficient manner, and that a ten-year term will avoid the administrative burden of a more frequent renewal period. The Café is not requesting any other modifications to the terms of the current lease.

The Cafe is proud of the success of this public / private partnership and is extremely appreciative of the City's cooperation and support, and looks forward to a continued partnership to help local residents in need.

Please advise of any additional information the City may need to proceed with the renewal process.

Jeff Nichols
Executive Director

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 13 – 03

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR THE USE OF A PORTION OF LAND OWNED BY THE CITY OF BONITA SPRINGS FOR A PARK FACILITY; LESSEE IS CAFÉ OF LIFE; AUTHORIZING THE MAYOR AND CITY OFFICIALS TO HAVE EXECUTED SAID AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 27(e) of the City of Bonita Springs City Charter requires an ordinance for the conveyance for lease, or authorizing the conveyance or lease of, any City real or personal property; and

WHEREAS, City Council desires to enter into a lease agreement with the Cafe of Life, Inc., for a public / private partnership to create a turnkey city park built by Cafe of Life, Inc., for a portion of that facility to be used by Cafe of Life, Inc., for operation of its meal center during defined hours with the remainder of the time the facility operated as a city park; and

WHEREAS, this Ordinance is intended to authorize the Mayor and city officials who will execute the lease agreement for the purposes set forth as articulated in the attached lease.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

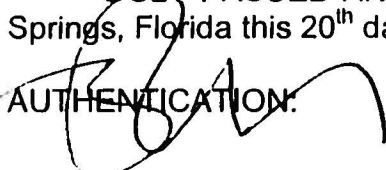
SECTION 1: The lease agreement that is referenced in Exhibit "A", attached hereto and incorporated herein by this reference, is hereby approved, and the City Council hereby authorizes the Mayor and City Officials to execute said lease agreement on behalf of the City.

SECTION 2: The effective date of this ordinance shall be thirty days from its adoption date or ten (10) days after the property is legally conveyed from Lee

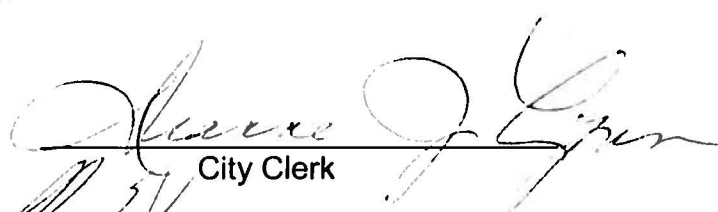
County Board of County Commissioners to the City Council of the City of Bonita
Springs, whichever date is later.

DULY PASSED AND ENACTED by the City Council of the City of Bonita
Springs, Florida this 20th day of February, 2013.

AUTHENTICATION:

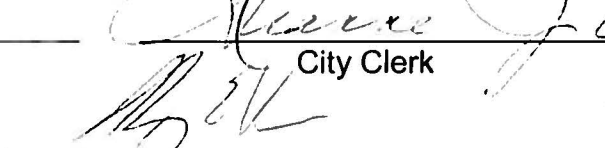


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Vote:

Nelson	Aye	Simmons	Aye
McIntosh	Aye	Simons	Nay
Martin	Nay	Lonkart	Aye
Slachta	Aye		

Date Filed With City Clerk:

3-4-13

Lease Agreement to build a Park on Public Land
Public Private Partnership Lease Agreement

This Lease is made this 22nd day of March, 2013, between the City of Bonita Springs, a Florida municipal corporation, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, referred to as Lessor or City and Café of Life, a Florida non-profit corporation, whose address is P.O BOX 367794 Bonita Springs FL 34136, referred to as Lessee or Café. Lessor and Lessee are sometimes jointly referred to as the "Parties."

RECITALS

Whereas, on October 17, 2012, City Council provided direction for city staff to request from Lee County the property acquired on Nomad Drive in the Leitner Creek Area as part of the Imperial Parkway construction; and

Whereas, the intent of the City of Bonita Springs is to create a neighborhood park in conjunction with a public / private partnership with Café of Life, who will build a turnkey facility in exchange for operation of its meal center during defined hours and other limited uses as described within this Lease, with the remainder of the time the facility operated as a city park; and

Whereas, the City of Bonita Springs endorses having neighborhood parks open to the public to enhance a quality of life obtained by enjoying recreational facilities; and

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. **Grant and Description of Lease.** City grants to Lessee, and Lessee accepts from City, the non-exclusive privilege of operating a public facility referred to as Leitner Neighborhood Park in accordance with and subject to the terms of this Agreement. The legal description of the parcel is as follows:

A tract or parcel of land located in Section 25, Township 47 South, Range 25 East, Lee County, Florida and more particularly described as follows:

Lots 42 – 49, Block 1, Leitner Creek Manor Unit 2, according to the plat thereof recorded in Plat Book 30, Pages 79 and 80, filed in the Public Records of the Clerk of Courts of Lee County, Florida, less and except the Three Oaks Parkway / Imperial Parkway "maintained road right-of-way". A copy of the survey is attached as Exhibit A.

2. **Duration of Lease; Renewal.** This Lease Agreement shall remain in full force and effect for ten (10) years from its effective date, and will be renewed

for additional five year terms as set forth herein, provided that at least six (6) months prior to the expiration of the current term. Cafe shall notify City of its intent to renew for an additional five year term. Within sixty (60) days of such notice, City will schedule at a regular public meeting, the decision as to whether or not to renew. In the event the City decides not to renew, this Lease Agreement shall terminate after the expiration of the last five year period approved by Council. This provision is not intended to in any way limit the ability of the City and Café of Life to otherwise extend this Lease Agreement by mutual written agreement between them, or shorten the term in the event Café of Life ceases operations.

3. **Proposed Improvements.** The Master Concept Plan (MCP) depicting the improvements by Lessee is attached to this Agreement as Exhibit B. Lessee will install all improvements at their own costs in substantial compliance with Exhibit B, subject to the following:
 - a. The City will reserve to itself naming rights of Leitner Neighborhood Park, with Café having the right to name portions of the facilities that it constructs for its fundraising endeavors, subject to Council approval.
 - b. Café will be constructing approximately 2,800 square feet pavilion, including a service building and restrooms, with a playground, parking, landscaping and outdoor lighting ("facilities"), as further described herein.
 - c. Café must complete its building of the facilities within one (1) year of the effective date of the Lease, unless this time period is extended for good cause. Failure to have the facilities timely completed may be grounds for termination of this Lease.
 - d. Café will be responsible for all site improvements, including but not limited to, obtaining all local, state and federal permitting.
 - e. Lessee will solely be responsible of maintaining Leitner Neighborhood Park at their expense.
 - f. Lessee will only plant native plantings and shall only fertilize the area in accordance with the City of Bonita Springs Fertilizer Ordinance.
 - g. Lessee will install signage on the exterior indicating that this is a public park open to the public for their use, subject to the City of Bonita Springs Parks and Recreation rules.
 - h. Lessee is required to obtain all City, County and state permits and development orders for this project.
4. **Right of Entry.** City reserves the right to enter the Premises at any reasonable time to insure compliance with the covenants of this agreement. City also reserves the right of ingress and egress to investigate and survey the Premises as deemed necessary, and reserves the right to perform any work of any nature necessary for preservation, maintenance and operation of this facility as open for public use as a park.

Lessee shall be liable for all expenses incurred by City for all work done by City in order to preserve, maintain and operate the public park when the

work is the result of Lessee's negligence or noncompliance with the covenants of this agreement.

5. **Use of Premises.** Lessee may use the property, subject to the public's right of use as a park facility with limitation only during the hours of operation for the meal center, subject to the terms below:
- a. Café may operate its meal center from 9 a.m. to 12 p.m., Monday through Friday and on Christmas Eve / Day (when they fall on a week-end day). Café will instruct and enforce the earliest arrivals and latest departures of its participants. The public may not use the facility during this specified time.
 - b. Café will be responsible for scheduling activities at the Park, ensuring that activities do not interfere with other scheduled activities.
 - c. City will be able to program activities on site in coordination with Café.
 - d. Café will be responsible for maintaining all areas of property under this Lease, including the lands and structure.
 - e. Café will use its best efforts to control the ingress and egress of its participants through the adjacent neighborhoods. Café will not leave the premises until all participants have left the neighborhood, and Café staff will be responsible for making sure the streets located throughout the adjacent neighborhoods do not have participants loitering as defined under Florida Statutes §856.021 before, during or after the operation of the meal center. Café may restrict client access for failure to comply with this rule.
 - f. So as to enforce the terms of responsibilities in this Lease, City grants Café authorization to file trespass charges on any participant consistent with Florida Statutes §810.09. In doing so, Café will follow City rules for its Parks and Recreation facilities, pursuant to Bonita Springs Ordinance No. 09-08, as it may be amended.
 - g. Any use of the property after hours by Cafe will require a City special events permit in accordance with the City's rules in effect at the time of permitting.
6. **Meal Center Food Preparation.** The Parties acknowledge that Café of Life will be serving food on premises in the Pavillion to its participants. Café of Life is excluded from public food service establishment pursuant to Florida Statutes §509.013(5)(a) because certain uses are excluded, including those found in §509.013(5)(b)2 "any eating place maintained and operated by a church or a religious, non-profit fraternal, or non-profit civic organization ... for the use of members and associates...". In the event Café of Life changes its practices or there is a change in law or a change in interpretation by the Florida Department of Business and Professional Regulation, the parties agree that Café of Life will need to conform to state law requirements. The City of Bonita Springs is not responsible for any inspections and / or enforcement of food criteria as regulated by the State of Florida.

7. **Exterior Premise Maintenance.** Lessee will adequately maintain (at a minimum, to the standards of normal maintenance for City Parks maintained by the City of Bonita Springs) all landscaping, hardscaping and furnishings installed by Lessee, including the security system, parking lot, and outdoor lighting. Lessee will maintain the playground up to normal wear and tear. Any playground constructed must meet the applicable standards found in the Americans with Disabilities Act, the American Society for Testing and Materials standards, and CPSC Public Playground Safety Handbook (publication #325).
8. **Insurance.** Lessee will provide the City with an inventory of all improvements, which will be insured by Lessee, naming the City of Bonita Springs as an additional insured, in the minimum of one million for general liability and property damage. The inventory will be updated by the Lessee annually and at any time there is a change in improvements. This insurance policy will not be cancelled or reduced without 30 days prior written notice to the City.
9. **Maintenance, Repairs and Replacements.** Lessee shall be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to the premises, including walls, foundations, plumbing (irrigation) and electrical systems. Lessee shall be responsible for the repair and maintenance of the walking area. Lessee will maintain all exterior landscaping, including mowing, within the surrounding premises. City may, but is not required to, replace the playground as it would for any other park.
10. **Construction.** Lessee shall not enter into any construction or repair projects of any kind on or in the Premises without written permission from City.
11. **Utilities.** Lessee shall be responsible for all utilities within the Leased area and will promptly pay all charges for utility services, including hook-ups and monthly charges. Lessee is responsible for providing adequate water, gas (if available in the future) and electricity during the terms of this Lease. Except for emergencies physically related to the facilities, Lessee may not turn off water, sewer or electricity when the facility is not in use without permission of the City.
12. **Sanitation and Garbage:** Lessee shall keep the Premises and the equipment and furnishings located there in a sanitary condition at all times, in conformity with applicable federal, state, county and city laws. The City may inspect the premises periodically and Lessee agrees to comply with the City's recommendations. Lessee shall provide all janitorial supplies and gardening services required to properly clean and operate the Premises and the equipment and furnishings. Café must keep the restrooms locked when the Pavilion is not being used by Café or for

any of the scheduled programs. City staff will install a garbage can and pick-up garbage and litter that are contained in the garbage can on the same schedule of other City park facilities. Café is responsible for removal of all garbage that is on the premises resulting from its meal center operation and is not located in the garbage can (e.g., where people or animals have disturbed the garbage).

- 13. Indemnification.** Lessee covenants and agrees that it will fully indemnify, hold harmless, protect and defend at its own cost and expense, the City, its City Council and each member of the Council, its officers, employees and agents and each of them harmless from any risks, suits, damages, expenses or claims (including court costs and reasonable attorney's fees) which the City, its City Council and each member of the Council,, may incur or become liable for as a result of the injury or death of any person(s), or the loss or damage of any property in connection with the operation of this Lease by Lessee or any of its employees, agents, invitees or any other person acting on behalf of the Lessee.
- 14. Bills.** No contractors liens or mortgages or other equitable interests may be recorded on the property. Lessee agrees to pay promptly all bills arising from the operation of the Premises in accordance with this Lease.
- 15. Nondiscrimination.** Lessee agrees to comply fully with the federal Equal Employment Opportunities Act and with all applicable state and federal laws, and Lessee agrees that no person shall be denied or refused access or other full or equal use of the Leased facilities, as a result of race, creed, color, religion, sex, national origin or ancestry, age, physical or mental handicap.
- 16. Employees and/or Volunteers.** Lessee agrees to operate the Premises personally or to employ sufficient and qualified personnel to operate the Premises in a business-like manner. The Premises shall be operated by an employee authorized to act and represent Lessee in all matters pertaining to the operation of this Agreement. Lessee agrees that it and its employees shall be clean and neat in appearance and shall be courteous at all times to users of property.
- 17. Signs.** Lessee will submit for approval to the City Manager or designee samples of any signs advertising the Premises, prior to their erection. All signs erected by Lessee shall be the responsibility of Lessee and will be kept in good condition by Lessee.
- 18. Non-Assignability.** This Lease shall not be assigned in whole or in part, nor shall the Leased premises, or any part of the premises be sublet or leased, nor shall any right or privilege granted here to Lessee be sold, transferred or assigned to anyone other than Café of Life.

19. Changes or Amendments to Lease. This Lease sets forth all agreements between the parties. No modification or amendment shall be valid unless set forth in writing and signed by City and Lessee.

20. Cancellation. Café may be considered in default of this agreement if it fails to comply with the terms of this Agreement. In that event, the City may:

- a. Declare Cafe in default, notify Cafe in writing, and give Cafe fifteen (15) calendar days from receipt of notice to make substantial efforts towards curing the default. If Cafe fails to make substantial efforts towards curing such default within fifteen (15) calendar days, such Agreement shall be terminated accordingly; or
- b. The parties may exercise dispute mediation regarding the alleged breach without waiving or being estopped from subsequently pursuing the breach as a matter of law.
- c. Any final decision on a cancellation will be held during a regular City Council meeting. While formal rules of evidence do not apply, City may only cancel, notwithstanding an expiration of a term under paragraph 2, if the evidence of the breach is clearly shown.
- d. Following cancellation, Café's remedies are specified under paragraph 23, Remedies, below.

21. Destruction, Loss or Damage by Fire or Other Causes. In the event the Premises are damaged by fire or other casualty to an extent that in City's sole opinion the continued operation of the premises by Lessee is not desirable, City may immediately terminate this Lease. City may, but is not obligated to, repair or rebuild the Premises and, in that event, if after the repairs or rebuilding are completed to City's satisfaction, any portion of the original Lease period remains, upon notice from City, Lessee immediately shall resume operation of the premise in accordance with this agreement.

22. Notices. All notices required under the terms of this Lease shall be sent to the City Manager on behalf of the City, and to Bruce Wheatley, Vice Chair on behalf of the Café of Life at the addresses written above, or to such other person or address as any Party may designate from time to time in writing.

23. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

24. Attorney Fees and Costs. In the event of any litigation between the parties arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including, without limitation, reasonable attorney and/or paralegal fees and costs, whether such fees and costs are incurred before, after, or at trial, on appeal or any bankruptcy arbitration or administrative proceedings.

25. Entire Agreement. This Lease constitutes the entire understanding between the parties with respect to the transaction contemplated hereby and all prior Leases, understandings, representations and statements, oral or written, are merged into this Lease. No provision hereof may be waived, modified, amended, discharged, or terminated except by a written instrument signed by the parties hereto.

26. Severability. If any provision of this Lease is deemed invalid or unenforceable by a Court of competent jurisdiction, such provision shall be invalid to the extent of such invalidity or unenforceability only without invalidating the remainder of such provision or other remaining provisions of this Lease.

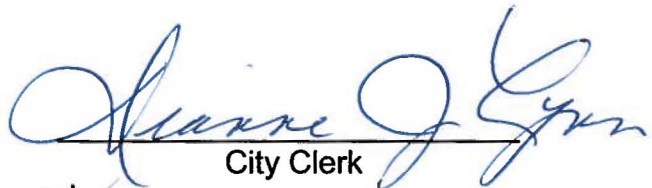
27. Governing Law: This Lease shall be governed by an interpreted in accordance with the laws of the State of Florida. Any Court at the venue for any court action will be Lee County, Florida.

IN WITNESS WHEREOF, the parties have executed this document on March 4, 2013, with the understanding that the effective date of this Lease Agreement is coterminous with the Ordinance.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____



City Attorney

[Signature]
First Witness Signature

MARIANNA ABBATE
Printed Name First Witness

[Signature]
Second Witness Signature

BRUCE C. WHEATLEY
Printed Name Second Witness

By: Marietta C Bala
CAFÉ OF LIFE
By: Marietta C. Bala, Chair

STATE OF FLORIDA
COUNTY OF LEE }

The foregoing instrument was acknowledged before me this 25 day of FEB, 2013 by Marietta C. Bala, Chair of Café of Life, a Florida nonprofit corporation. She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

(Print Name)

My Commission Expires:

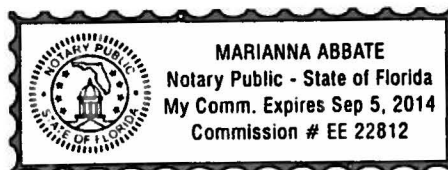


Exhibit A Legal Description

Exhibit "A"

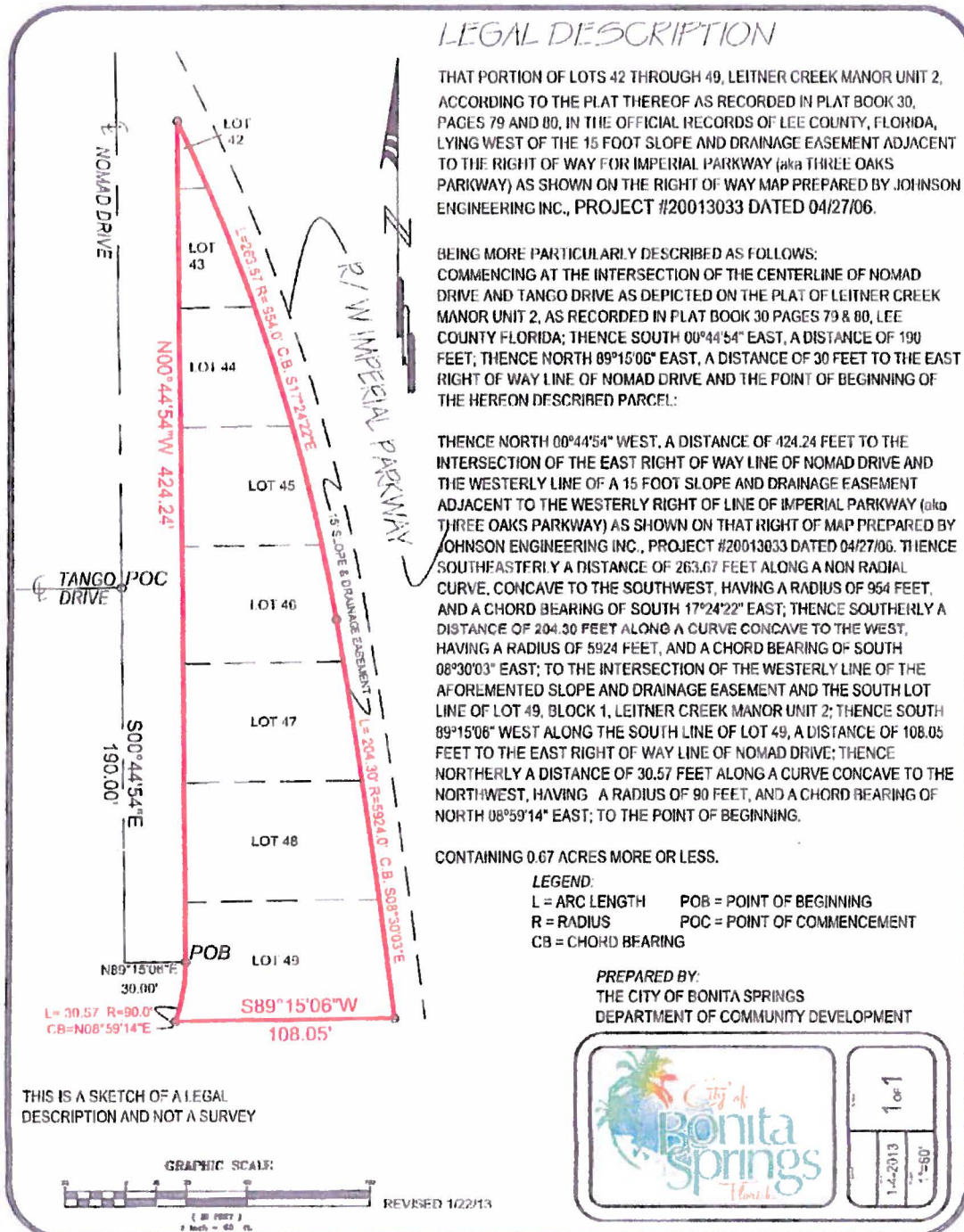
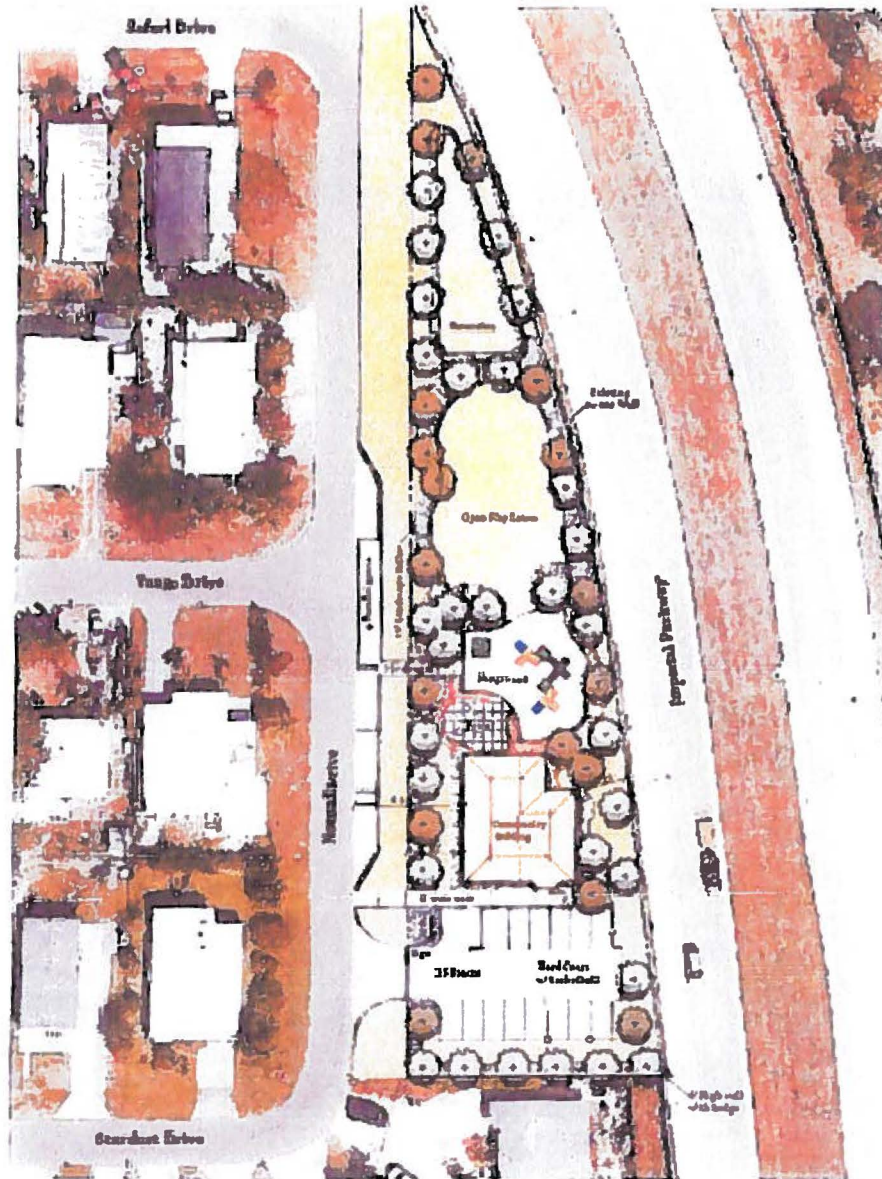


Exhibit B
Master Concept Plan

FWTBIT "A"



Bonita Springs Leitner Creek Neighborhood Park
Bonita Springs Florida
Architectural Site Plan 1" = 40' (1" = 20')



Grady Minor
Architectural Site Plan 1" = 40' (1" = 20')

REQUESTED MOTION: Approve update to employee salary ranges.

REQUESTOR: Arleen M. Hunter, City Manager; Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

In 2012, the City completed a comprehensive employee compensation study of the labor market in the Southwest Florida area to determine where in the general employment market our City positions were situated. The study created pay ranges upon which future decisions regarding compensation and possible market adjustments could be based. In July 2014, the salary ranges were given a market adjustment to better reflect then-current conditions. The salary ranges have not been adjusted since that date.

The City strives to be competitive with labor market averages while maintaining a range sufficient to provide potential for growth in the position. Competitive ranges are essential to recruiting and retaining staff.

In order to provide competitive compensation, staff is recommending an adjustment to the pay ranges to better recruit and retain employees. Additionally, this prevents a long-standing employee from outgrowing their salary range, which would adversely affect their opportunity for future pay increases as well as retirement contributions.

The proposed ranges include a cost-of-living adjustment based on the Consumer Price Index (CPI) as outlined in Section 19 of the City Charter. Additionally, a minimum of \$15/hour was implemented, which necessitated increases in the ranges.

STAFF RECOMMENDATION: Approve update to employee salary ranges.

ATTACHMENTS:

1. Proposed Salary Ranges

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



Proposed Salary Ranges 2022

	Proposed	Proposed	Proposed
Grade	Minimum	Midpoint	Maximum
1	\$31,200	\$39,000	\$46,900
2	\$33,300	\$41,700	\$50,000
3	\$35,400	\$44,200	\$53,100
4	\$38,900	\$48,700	\$58,400
5	\$44,600	\$55,800	\$66,900
6	\$49,400	\$61,700	\$74,100
7	\$53,400	\$71,200	\$85,500
8	\$71,200	\$89,000	\$106,800
9	\$86,400	\$108,000	\$129,600
10	\$118,700	\$148,400	\$178,100



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL WORKSHOP MINUTES

March 2, 2022
4:00 p.m.

1. Call to Order

Mayor Rick Steinmeyer called the workshop to order at 4:00 P.M.

2. Roll Call

Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie were in attendance, with Council Member Gibson arriving at 4:10 P.M. Council Member Forbes was not present.

3. Staff Presentation on Parks Capital Improvement Projects

Nicole Perino, Parks and Recreation Director, provided a PowerPoint presentation (copy in Clerk's file) providing updates on the following projects currently in the Parks and Recreation department's Capital Improvements Plan:

- Baseball Complex Phase 2
- Skate Park and Pump Track
- Community Pool Children's Activity Pool and Family Restroom Addition
- Liles Hotel Roof Replacement
- Marni Fields Water and Wastewater connections
- River Park Water and Electrical Connections
- Island Park Entry
- Mayhood Park Soccer Complex
- Oak Creek Kayak Launch Renovations:

Ms. Perino explained the next three are projects that are not currently included in the CIP, but staff are bringing forward for Council's consideration:

- Riverside Park Bandshell Renovations – to include installation of artificial turf and restroom upgrades
- Depot Park Playground Renovations and Expansion – to include fencing and restroom upgrades
- Former Community Hall/Banyan Tree Property Master Plan for Amenities
- Community Park Basketball/Futsal Pavilion Renovations – to include lighting upgrades and resurfacing of courts

4. City Council Discussion

Relating to the Island Park Entry project, Council Member Gibson suggested a second bridge parallel to the red bridge to accommodate usage.

5. Public Comment

Robert Dejaramo addressed the discussion on artificial turf and maintenance.

6. Adjournment

There being no further items to discuss, the meeting adjourned at 5:16 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Mayor Rick Steinmeyer



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING MINUTES

March 2, 2022
5:30 p.m.

1. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 5:30 p.m.

2. Invocation:

Reverend Bill Gillmore, with St. Mary's Episcopal Church, furnished the invocation.

3. Pledge of Allegiance

Council Member Amy Quaremba led in the Pledge of Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

Council Member Fred Forbes motioned to approve Council Member Mike Gibson's request for a Walk-On item under "Mayor and Council Member Items" to address Terry Street; Council Member Gibson seconded; and the motion carried unanimously.

6. Mayor's Welcome

7. Public Comment on Agenda Items:

Debra Giambo, a resident off of West Terry Street, informed Council of a hit and run incident in which her husband was involved that occurred at the crosswalk on Terry Street. She commented on the need for safe crosswalks for children going to school, and for pedestrians and bicyclists.

Denise Lucia, a resident near West Terry Street, addressed traffic and concerns for pedestrians on Terry Street.

Dwight Esmon addressed redistricting and supports Alternative 1, which he sees as the least disruptive alternative with the least deviations.

Joe Calabrese, a resident of Bonita Bay, also supports Alternative 1. He is against moving Bonita Bay and Pelican Landing into one district.

Luis Garrido, a resident off West Terry Street, addressed an incident in which he was hit by a car near the crosswalk on Terry Street.

Daren Rumbold, a resident off West Terry, addressed his concerns with traffic and with new plantings on West Terry Street that are placed in a way that obscures the pedestrians waiting to cross. He also recommends that lights be placed on West Terry Street.

Skyler Posner, a school student, addressed her concerns and fears with traffic on West Terry Street when trying to get home from school. She would like the crosswalks to be made safer.

Ben Hershenson spoke in support of redistricting alternative maps 2 or 3. District 4 can be made a bit more inclusionary compared to the current functioning of District 4.

Barbara Ogle spoke in support of Alternative 1, as putting the two largest gated communities together will make the voice for people smaller. She also believes that the Skating Banana sculpture would be more appropriately located at the skate park.

Miguel Lopez also addressed concerns regarding traffic and asked how to go about getting a speed bump on Redbud Lane. Assistant City Manager Matt Feeney addressed.

8. Zoning and Land Use Items:

A. (Public Hearing) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A SPECIAL EXCEPTION REQUEST TO ALLOW OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A RESTAURANT, GROUP III USE.; LOCATED AT 3601 & 3621 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-03-034)

City Attorney Derek Rooney introduced the case and swore all witnesses under oath.

Mary Zizzo, Community Development, provided a brief synopsis of the project, and the Applicant's Representative, Wayne Arnold, AICP, provided a Powerpoint presentation of the Applicant's request.

Council Member Amy Quaremba stated concerns with regard to live music and noise to the surrounding residences. Council Member Jesse Purdon doesn't feel we should hinder the applicant based on how previous businesses have operated.

Council Member Purdon motioned to approve; Council Member Laura Carr seconded.

No public comments were made.

The motion carried 6-1 (Council Member Quaremba opposed) **ADOPTED ZONING RESOLUTION NO. 22-02**

9. Consent Agenda:

Council Member Purdon requested to pull Item B and would like to make a comment regarding Item C.

Council Member Quaremba motioned approval of the Consent Agenda (Items A., C., D. and E.); Council Member Carr seconded; and the motion carried unanimously.

A. Adopt a resolution authorizing the submittal of the West Coast Inland Navigation District (WCIND) grant application for funds to promote safe navigation and water-based activities. (Green Sheet No. 22-03-033) **ADOPTED RESOLUTION NO. 22-19**

B. Authorize staff to pursue the purchase of the "Skating Banana" bronze sculpture by artist Jack Hill, as recommended by the Art in Public Places Board. (Green Sheet No. 22-03-036)

Council Member Purdon stated that he was opposed to the sculpture due to its proposed placement, the statue itself, and the price. Mayor Steinmeyer agreed. Council Member Quaremba informed Council that the Art in Public Places Board Members were enthusiastic about it, noting that their intent is to get art that is of interest to young children.

Council Member Purdon motioned to deny; Council Member Mike Gibson seconded; and the motion passed 4-3 (Council Members Corrie, Quaremba and Carr opposed).

C. Approve modification #3 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Logan Boulevard Floodway Improvement Project, Phase 1 (4337-265-R). (Green Sheet No. 22-03-037)

D. Approve modification #3 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 (4337-271-R). (Green Sheet No. 22-03-038)

- E. Adopt a resolution approving a budget transfer of \$10,000 from the unassigned general fund to the Bonita Blues Festival. (Green Sheet No. 22-03-040)

ADOPTED RESOLUTION NO. 22-20

- Opportunity for City Council comments on Consent Agenda

Council Member Purdon informed Council that the Collier County Commission made references to grant dollars to be used during emergency operations to keep communities in the southeast portion of the City safe. It would be done through the SFWMD and only during emergencies. It's something the City had in the CIP for purposes of obtaining the appropriate dollars to keep City residents safe.

10. Presentations:

- A. Presentation from Mr. Kurt Spitzer on redistricting process and discussion. (Green Sheet No. 22-03-042)

City Manager Hunter introduced this item and Mr. Kurt Spitzer provided a PowerPoint presentation to address the redistricting process, criteria, and proposed maps.

Council Member Corrie's inquired about considering population growth across all districts as mentioned for District 6. Council discussion was held.

Council Member Purdon motioned to move forward with an Ordinance; Council Member Forbes seconded; and the motion carried unanimously.

A short recess was taken at 7:13 P.M.

- B. Presentation from Singhofen & Associates, Inc. regarding stormwater improvements for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1. (Green Sheet No. 22-03-041)

Matt Feeney, Assistant City Manager, introduced this item.

Pete Singhofen and Robert Gaylord, with Singhofen & Associates, were in attendance to provide a PowerPoint presentation (copy in Clerk's file) on the stormwater improvements for Phase I of the Spring Creek/Bonita Springs Golf Course Flood Improvement Project. A brief discussion followed.

11. Mayor and Council Member Items:

WALK-ON ITEM (Council Member Gibson)

Council Member Gibson provided an overview regarding the Terry Street crosswalk complaints and proposed installing flashing lights for the crosswalks in the interim. Assistant Manager Feeney explained that there is an existing procurement contract that could be utilized for cooperative purchasing through Lee County to install solar-powered rapidly reflecting flashing systems. Engineering plans may be required. Discussion ensued.

Council Member Corrie motioned to approve installing the rapidly reflecting flashing beacons at all locations as stated by Assistant City Manager Feeney; Council Member Gibson seconded; and the motion carried unanimously.

12. Public Hearings:

- A. A PUBLIC HEARING TO CONSIDER A RESOLUTION OF THE CITY OF BONITA SPRINGS; AMENDING RESOLUTION 21-112 TO ADD ADDITIONAL BUILDING PERMIT APPLICATION FEE REDUCTIONS FOR TRADE, RESIDENTIAL POOL, AND COMMERCIAL POOL PERMITS TO THE COMMUNITY DEVELOPMENT BUILDING PERMIT FEE SCHEDULE; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-03-039)

John Dulmer, Community Development, provided a brief overview.

Council Member Quaremba motioned adoption of the Resolution; Council Member Purdon seconded.

No public comments were made.

The motion carried unanimously. **ADOPTED RESOLUTION NO. 22-21**

13. City Attorney's Items:

City Attorney Rooney informed Council of a proposed settlement offer he received relating to Causeway Commerce Park litigation - Case #21-CA-3835. He would like to request the ability to set up an Executive Session sometime in April to receive direction on the proposed settlement.

14. City Manager's Items:

- A. Adopt Budget Transfer Resolution and approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$2,268,632 for Community Park Baseball Complex Phase 2 renovations. (Green Sheet No. 22-03-035)

City Manager Hunter introduced the item regarding a budget transfer resolution for Phase 2 of the ballfields.

Council Member Purdon motioned adoption of the Resolution; Council Member Carr seconded; and the motion carried unanimously. **ADOPTED RESOLUTION NO. 22-22**

ADDITIONAL ITEMS:

City Manager Hunter further reported that Barron Collier would like to hold a second public workshop on site on March 19, 2022. The time is yet to be determined.

Additionally, April 13, 2022, Assistant City Manager Feeney will be conducting a workshop on the Goodwin Street project with the City's consultants at City Hall at 5:30 P.M.

Also, on April 14, 2022, FDOT will be holding their PD&E workshop regarding the Bonita Beach Road/south Old 41 corridor at the Recreation Center.

15. Mayor and Council Member Reports

Council Member Quaremba commended consultant John DePalma for the work performed to address the traffic concerns at the entrance to the Publix near Pelican Landing. She also reported on the Horizon Council meeting she attended in which they addressed the National Flood Insurance Program.

Council Member Forbes addressed the importance of obtaining building permits and their effect on insurance claims.

Council Member Purdon informed Council of an event he attended at Lover's Key, in which FGCU addressed the need for buoys and potential funding by the City. He will report back. He next addressed traffic near Doc's Beach House and suggested a pedestrian overpass. Lastly, he commended LCSO for the great job with the Wells Fargo incident.

Council Member Carr reported that she also attended the Horizon Council meeting and agreed that the Flood Insurance Program information would be helpful for our residents.

16. Approval of the Minutes:

A. February 16, 2022 City Council Workshop

B. February 16, 2022 City Council Meeting

Council Member Carr motioned approval of both sets of minutes; Council Member Gibson seconded; and the motion carried unanimously.

17. Public Comment: No public comments were made.

18. Adjournment

There being no further items to discuss, the meeting adjourned at 8:42 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL
Date: _____

AUTHENTICATED:

Mayor Rick Steinmeyer



City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING AGENDA

March 16, 2022

9:00 a.m.

MINUTES

1. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 9:00 A.M.

2. Invocation

Reverend Ann Grandell, with Gulf Shore Church, furnished the invocation.

3. Pledge of Allegiance

Council Member Jesse Purdon led in the Pledge of Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Debra Giambo, a resident of Belle Rio Drive, thanked Community Policing for their assistance and spoke on the status of the crosswalk improvements.

Luis Garrido, involved in the incident at the crosswalk on Terry Street, informed the Council that Community Policing has been very helpful and that Senate Bill 140 proposes cameras to be located near schools.

Jim Portnoy, a resident of Bonita Bay, was present to address the letter Bonita Bay shared with City Council, addressing their concern that redistricting be conducted in a way that continues to encourage and support their commitment to the community. He asked that their representation be maintained at its current level.

Dave Shallenberger concurred with comments made by Mr. Portnoy and stated his support for Alternative 1.

Barbara Ogle spoke in support of Alternative 1 for redistricting.

Dwight Esmon also spoke in support of Alternative 1, which he sees as the least disruptive and has the least deviation in population.

Ben Hershenson spoke in support of Alternatives 2 or 3 for redistricting as it would allow more diversified representation on Council.

Herb Nelson, a resident of Cockleshell Drive, spoke in support of Alternatives 2 or 3 for redistricting.

8. Proclamations and Presentations:

- A. Proclamation recognizing the month of March 2022 as Believing in Girls month. (Council Member Purdon)

Council Member Jesse Purson read aloud the Proclamation, for which representatives from PACE were in attendance to accept and to thank the City Council Members.

- B. Presentation of the Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs and proclamation proclaiming March 14-18, 2022 as Florida Government Financial Professional Week. (Green Sheet No. 22-03-049)

City Manager Arleen Hunter read aloud the Proclamation presenting the Certificate of Achievement for Excellence in Financial Reporting to the City's Finance Department. Finance Director Lisa Roberson and finance staff were in attendance to accept the Proclamation and to thank the City Council Members.

- C. Presentation and update by Neighborhood Services and Lee County Sheriff's Office Community Policing Unit. (Green Sheet No. 22-03-045)

Tony Backhurst, Neighborhood Services Department, provided a PowerPoint presentation (copy in Clerk's file) to provide an overview of his department activities. He addressed statistics related to code enforcement inspections, code violations, response time, the formal hearing process, etc.

Captain Blake Lee and Captain David Lebid next provided an update and brief overview on LCSO activities, successes, and challenges for the Community Policing unit with statistics from October 1, 2021, to February 28, 2022.

A short recess was taken from 10:09 to 10:20 a.m.

9. Consent Agenda:

Council Member Gibson motioned approval of the Consent Agenda; Council Member Jesse Purdon seconded; and the motion carried unanimously.

- A. Approve Purchase Agreement Amendment #2 for the Voluntary Home Buyout Program extending the agreement expiration date from March 31, 2022 to April 30, 2022. (Green Sheet No. 22-03-043)

B. Approve Sub-Recipient Agreement with Lee County for Community Development Block Grant – COVID (CDBG-CV) Entitlement Fund in the amount of \$496,713. (Green Sheet No. 22-03-044)

C. Approve the Caretaker's Agreement for the Bonita Nature Place. (Green Sheet No. 22-03-047)

Council Member Quaremba addressed items 9. B., regarding the Community Development Block Grant funds, and asked for clarification of the City's role. City Manager Hunter and Elly McKuen, Sr. Project Manager, responded that the City will work with local food-distributing non-profit organizations to distribute the funds.

10. Mayor and Council Member Items: No items.

11. Public Hearing

A. (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; UPDATING THE DISTRICT BOUNDARIES FOR THE ELECTION OF CITY COUNCIL MEMBERS IN CONSIDERATION OF THE 2020 U.S. CENSUS DATA AND IN ACCORDANCE WITH SECTION 53 OF THE CITY CHARTER, STATE AND FEDERAL LAW; PROVIDING FOR SEVERABILITY, CONFLICTS OF LAW, CODIFICATION AND SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet No. 22-03-048)

City Attorney Rooney read the title block into the record.

Mayor Steinmeyer motioned to move to second reading; Council Member Mike Gibson seconded.

No public comments were made.

Council Member Chris Corrie addressed his meeting handout reflecting the November 2020 election (copy in Clerk's file) in regard to the number of registered voters, votes, and turnout.

Council Member Quaremba stated that she is not in favor of combining the two major gated communities into one as she believes the heterogenous socioeconomics of her district are beneficial.

Council Member Forbes reiterated the goal to have compact districts and addressed the shifts to District 1, 3 and 6. He feels both Alternatives 2 and 3 have advantages to them.

City Attorney Rooney stated that the three available options meet the required tests. Council discussion followed.

The motion carried 6-1 (Council Member Corrie opposed).

12. City Attorney's Items:

City Attorney Rooney reported on the closing for Rooftop at Riverside. Additionally, an Interlocal Agreement will be proposed with Lee County on the State's plan in the Opioid settlement.

13. City Manager's Items:

A. Presentation and review of the January Financial Report. (Green Sheet No. 22-03-046)

Lisa Roberson, Finance Director, provided a PowerPoint presentation (copy in Clerk's file) to present the January Financial Report.

ADDITIONAL ITEMS:

City Manager Hunter advised that the City's application will be reviewed by the Lee County Conservation 20/20 Land Acquisition and Stewardship Advisory Committee at their meeting, and she will be attending along with Assistant City Manager Matt Feeney, Elly McKuen, Senior Projects Manager, and Council Member Carrie.

She next advised that Barron Collier will be conducting a public meeting for the Bamboo parcel on March 19th on site from 4:00-7:00 pm.

City Manager Hunter also provided an update regarding the City signage and gateway features project and the process moving forward. She also furnished notice of the upcoming initiation of the required Evaluation and Appraisal Report (EAR) of the City's Comprehensive Plan. Staff will also be bringing a Scope of Services to City Council to contract directly with FGCU for the EAR.

14. Mayor and Council Member Reports

Council Member Quaremba reported on the Citrus Park HOA meeting she and John Dulmer attended in Bell Terra and the Horizon Council Executive Board meeting she attended. The residents of Citrus Park are looking forward to participating in the East Terry Street project.

Council Member Forbes encouraged Council Members to attend the Southwest Florida League of Cities chapter meeting on March 31st at the Crown Plaza Hotel.

Council Member Carr reported on the Blues Festival and the Bonita Springs Utilities annual meeting.

15. Public Comment

Barbara Ogle commented that combining two large-gated communities into one block is not in the best interest of the City.

Ben Hershenson commented that large communities have a lot of influence without equal accessibility. He supports Alternatives 2 or 3 which will provide opportunities that don't exist now.

16. Adjournment

There being no further items to discuss, the meeting adjourned at 11:15 A.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Mayor Rick Steinmeyer

DRAFT