



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

CITY COUNCIL MEETING AGENDA

January 18, 2023
9:00 a.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 January 17, 2023.**

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. Proclamations and Presentations:
 - A. Presentation of 15 Years of Service Awards to City Employees Nicole Perino and Chuck Tomlinson

- B. Presentation of the Tree of the Season Award by the Tree Advisory Board (Green Sheet No. 23-01-008)
 - C. Presentation by the Lee County Metropolitan Planning Organization (MPO) on the Bonita Estero Rail Trail Feasibility Study (Green Sheet No. 23-01-006)
9. Consent Agenda:
- A. Approval of the December 21, 2022 City Council Workshop Minutes
 - B. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-01-001)
 - C. Approve FDOT's request for use of the Bonita Springs Recreation Center Gymnasium for a public meeting regarding the PD&E study conducted for the intersection of US 41 and Bonita Beach Rd. (Green Sheet No. 23-01-002)
 - D. Approve two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program (Green Sheet No. 23-01-003)
 - E. Approve resolution accepting one resignation from the City's Tree Advisory Board, one resignation from the Outreach Committee, and one resignation from the Veteran's Advisory Committee. (Green Sheet No. 23-01-004)
 - F. Approve Amendment No. 1 for a contract time extension for the U.S. Housing and Urban Development (HUD) Community Development Block Grant – Cares Act (CDBG-CV) entitlement program funds. (Green Sheet No. 23-01-007)
 - G. Adopt a Resolution appointing a chairperson to each of the City's advisory boards and committees. (Green Sheet No. 23-01-010)
 - H. Approve agreement with Feed Thy Neighbor, Inc. to participate in the City's Food Insecurity Program utilizing Community Development Block Grant – COVID funds (Green Sheet No. 23-01-011)
- Opportunity for City Council Comments on Consent Agenda
10. Mayor and Council Member Items:
- A. Discussion regarding reaffirming the City's support for retention of the CSX/Seminole Gulf Rail Corridor as part of the SUNTrails priority network. (Green Sheet No. 23-01-005)

11. Public Hearing:

- A. PUBLIC HEARING TO CONSIDER A PETITION FOR A REQUEST TO VACATE, ABANDON, CLOSE AND DISCONTINUE THE PUBLIC'S INTEREST IN A 15-FOOT WIDE DRAINAGE EASEMENT LYING IN TRACT B, IMPERIAL BONITA PLAZA EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 201400024D413, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (Green Sheet No. 23-01-009)

12. City Attorney's Items:

13. City Manager's Items:

- A. Update regarding Hurricane Ian recovery

14. Mayor and Council Member Reports

15. Public Comment

16. Adjournment

REQUESTED MOTION: Presentation of the Tree of the Season Award by the Tree Advisory Board

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Presentations

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Tree Advisory Board has created a new program by which anyone can nominate a Tree of the Season designation for a remarkable tree that exemplifies “right tree, right place” practices.

This Tree of the Season Award will be presented to the Royal Poinciana tree located at the Pelican Landing Community Center. The first of the attached pictures is of the Royal Poinciana in bloom, and the second picture was taken post-hurricane to illustrate the tree’s resiliency.

Grace Lennon will be present to accept the award on behalf of the Pelican Landing Community Association.

ATTACHMENTS:

1. Picture of the Tree of the Season
 2. Tree of the Season Flyer
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other_____



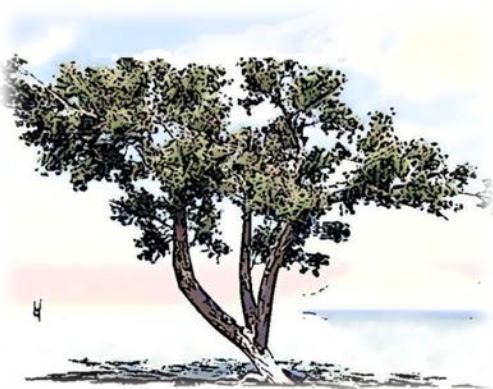




‘Tree of the Season’ award

If you are as proud of our beautiful trees as we are and have a great idea for a specific tree in Bonita Springs to be recognized, please send in your nomination.

Bonita Springs is recognized by the Arbor Day Foundation as a Tree City.



The City of Bonita Springs encourages you to nominate

- 🌳 your tree
- 🌳 your neighbor's tree
- 🌳 a local business' tree
- 🌳 or any beautiful tree for that matter



Please email a photo

The tree, it's address, and your contact info to:

clerk@cityofbonitasprings.org



REQUESTED MOTION: Presentation by the Lee County Metropolitan Planning Organization (MPO) on the Bonita Estero Rail Trail Feasibility Study

REQUESTOR: Arleen M. Hunter, City Manager

AGENDA: Presentations

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

Lee County MPO has conducted a Bonita Estero Rail Trail Feasibility Study, funded with SUN Trail Program funds and local contributions from the City of Bonita Springs and the Village of Estero. Representatives from the MPO will be present at the meeting to provide an update on the study and findings. A similar presentation was provided to the Estero Village Council on December 7, 2022.

Input from the two Council meetings will be shared at the Lee County MPO meeting scheduled for March 17, 2023. A final report on the feasibility study will be presented to the MPO Board Members for acceptance, and directions sought for next steps.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Rail-Trail Feasibility Study
-

REVIEWERS:

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

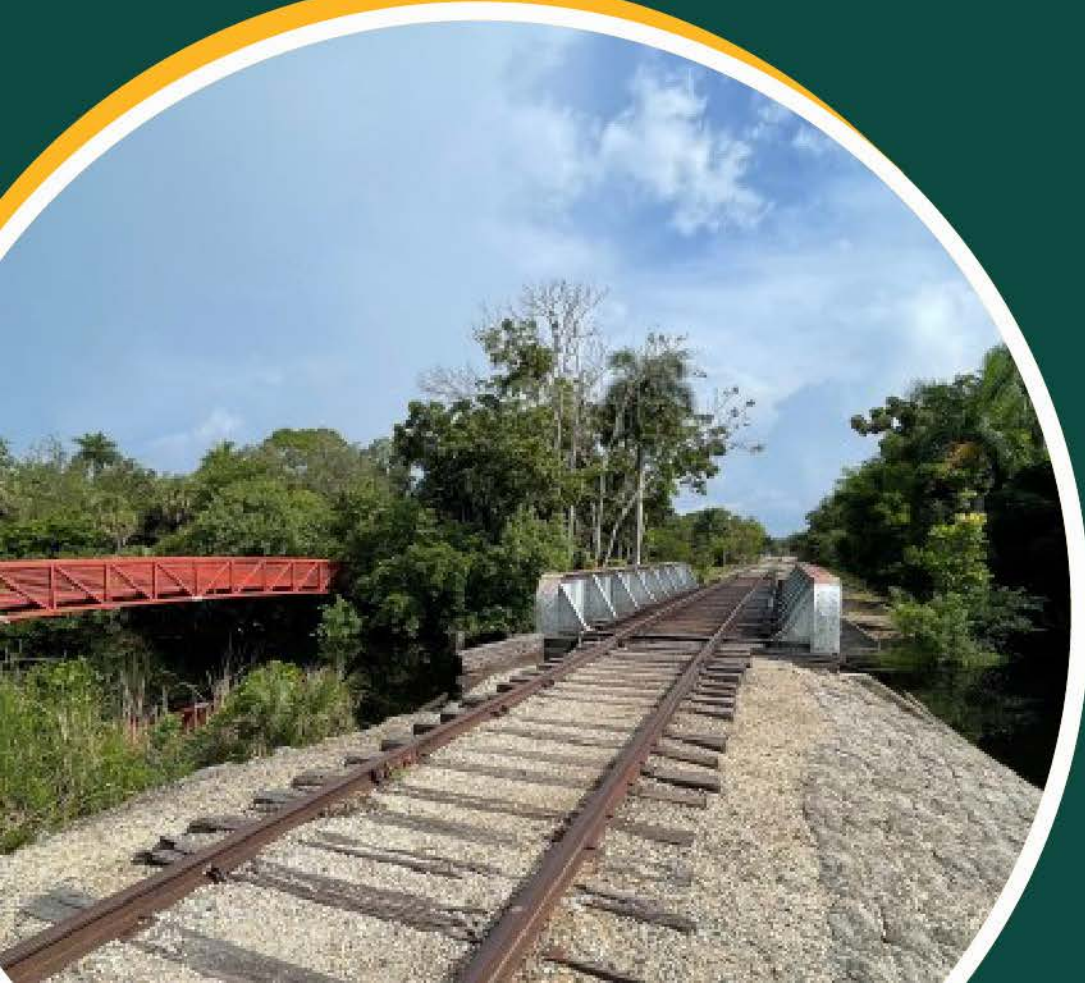
Council Action: Approved ___ Denied ___ Deferred ___ Other _____



RAIL-TRAIL

FEASIBILITY STUDY

OCTOBER 2022



ACKNOWLEDGMENTS

Lee County MPO Staff

Ron Gogoi | Project Manager
Don Scott | Executive Director

Municipal & County Staff

City of Bonita Springs
Matt Feeney | Assistant City Manager
Nicole Perino | Parks and Recreation Director

Collier County
Michael Tisch | Growth Management
Trinity Scott | Growth Management Deputy Director

Lee County
Jesse Lavender | Parks & Recreation Director

Village of Estero
David Willems | Public Works Director

FDOT Staff

D'Juan Harris | LAP/JPA Project Manager
Deborah Chesna | District 1 Pedestrian Bicycle Planning Coordinator

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Deborah Chesna | District 1 Pedestrian Bicycle Planning Coordinator

Consultant Team

Volkert, Inc.
Alta Planning + Design, Inc.
Cardno, Inc.
Cella Molnar & Associates, Inc.
RMI Valuation
Spikowski Planning Associates
Tierra South Florida, Inc.



*A trail adjacent to the roadway in New York City.
Pedbikeimages / NYCDOT*

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Trail in Denver, Colorado
Pedbikeimages / Toole Design Group

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1

INTRODUCTION

ABOUT THIS FEASIBILITY STUDY

This briefing report is an update to the Lee County Rail-Trail Feasibility Study. Lee County Metropolitan Planning Organization (MPO) is working with a consultant team and local governments to study if it is feasible to build a rail-trail within the Seminole Gulf Railway (SGLR) rail corridor between Alico Road and Bonita Beach Road. The study, which began in March 2021, is also evaluating if it is feasible to build a trail next to a road as one of three alternatives. The three alternatives under study include the following:

- Alternative 1: A rail-to-trail alignment within the SGL corridor
- Alternative 2: A rail-with-trail alignment within the SGL corridor
- Alternative 3: A trail alignment within the road right-of-way (ROW)

The preliminary analysis evaluated trail connectivity, project readiness, service, and the user experience. The study also collected data on ROW, planning-level costs, rail-trail crossings, and existing utilities. This study is being conducted to be consistent with Florida Department of Transportation's (FDOT) Shared-Use Non-Motorized (SUN) Trail program. FDOT is funding the study with a match from local governments. When the study is complete, it will recommend a preferred alternative to advance to the next phase of project development.

RAIL-TRAILS A Quick Glance



1965

Elroy-Sparta State Trail opened, the first rail-trail in the U.S.

1988

Tallahassee-St. Marks Historic Railroad State Trail opened, the first rail-trail in Florida

2,270

Number of completed rail-trail projects in the U.S.

65

Number of completed rail-trail projects in Florida



Source: Rails to Trails Conservancy

HISTORY OF THIS STUDY

The Rail-Trail Feasibility Study is the culmination of nearly a decade of planning efforts and public discussions to select a public transportation option for the corridor. This section of the briefing report explains the history that leads up to the current Rail-Trail Feasibility study. It begins with a feasibility study that evaluated multiple public transportation modes for the corridor.

LEE COUNTY RAIL FEASIBILITY STUDY

In 2013, the Lee MPO had assessed the long-term feasibility of adding public transportation options within the existing Seminole Gulf Railway (SGLR) corridor across all of Lee County. The rail corridor at that time was owned by CSX but under a long-term lease to Seminole Gulf Railway. The study examined several alternatives that could co-exist with freight rail including Light Rail, Commuter Rail, Bus Rapid Transit and a Multi-use Trail. The study stressed the need for coordinated actions by Florida Department of Transportation (FDOT) and all local governments along the corridor to keep the feasible public options viable until further steps could be taken.

RAIL CORRIDOR ACQUISITION IN STATE PLANS

FDOT had also recognized the significance of the SGLR corridor in Southwest Florida by identifying \$40 million in its 2040 Strategic Intermodal System (SIS) Multi-Modal Unfunded Needs Plan to acquire the rail corridor from Arcadia in DeSoto County to Lee County. A SIS 5 Year Adopted Plan had also included a project to preserve the rail Right of Way. However, owing to a change in FDOT's policy direction on rail line acquisitions in Florida, these projects were not sustained in subsequent plans.

RAIL TO TRAIL

The rail corridor continued to remain a high priority multi use corridor in the Lee County MPO Transportation Plan. Local government comprehensive plans in Lee County calls for preservation of the corridor consistent with the recommendation from the 2013 Feasibility Study. A Priority Land Trail along the rail corridor south of Alico Road is identified in the Florida Greenways and Trail (FGT) Master Plan and FDOT's Shared Use Non-motorized (SUN) Trail Network. SGLR does not

currently operate freight services in this segment and has expressed its willingness to lease or sell the segment. Conversion of this segment to a multi-use trail has popular support in Lee County.

LOCAL ADVOCACY

Joint Workshop of Village of Estero and City of Bonita Springs

On March 15, 2017, the City of Bonita Springs and the Village of Estero held a Joint Workshop to explore the possibility of acquiring the rail corridor within their jurisdictions and converting it to a multi-use trail. Council members also listened to a presentation from the Executive Director of the Florida Greenways and Trails Foundation on the SUN Trail Program and examples of Rails to Trail projects in Florida. A presentation was also provided by the Lee County MPO Executive Director on the co-relationship of trails identified in the FGT Master Plan and the SUN Trail Network, Lee MPO SUN Trail Priorities, and successful applications for SUN Trail funds in Lee County. Both Mayor Nick Batos of the Village of Estero and Deputy Mayor Peter O'Flinn with the City of Bonita Springs believed that a trail on the SGLR corridor could become a first class, multimodal use path connecting Estero and Bonita Springs. *They noted that the imprint of SUN Trail in the Estero-Bonita Springs area is on Seminole Gulf Railway tracks, with focus from Estero Parkway to Bonita Beach Road.* There were also discussions by Council members on trail maintenance, recommendations from the 2013 MPO Rail Feasibility Study, and SGL's support for a rail trail. Members from the public also spoke in support of a rails to trail in the SGL corridor.

Florida Greenways and Trails Council Meeting

Later In the same year (2017), the staff of the Office of Greenways and Trails, Florida Department of Environmental Protection, made a recommendation to remove the rail corridor from the FGT Master Plan during an ongoing update of the Plan. The proposal was met with strong opposition in Lee County. A Lee County MPO delegation comprising of Mayor Nick Batos of the Village of Estero, Deputy Mayor Peter O'Flinn of the City of Bonita Springs, MPO Executive Director Donald Scott, and MPO Transportation Planning Administrator Ron Gogoi, attended the January 2018 Florida Greenways and Trails Council Meeting in Tallahassee, and successfully lobbied to keep the SGL line as an

alignment for a Priority Land Trail in the Updated Plan. The effort also led to an automatic retention of the alignment in the FDOT SUN Trail Network.

Dialogue with Trust for Public Lands

During 2017, the City of Bonita Springs and the Village of Estero also held separate discussions with the Trust for Public Lands, the Rails to Trails Conservancy, and the Conservation Fund to find a way to move forward for multi-use purposing the rail corridor and laying the groundwork for a Rails to Trails facility.

SUN TRAIL APPLICATION FOR RAILS TO TRAILS

To facilitate the Rails to Trails effort by the two jurisdictions, the Lee MPO submitted an application to FDOT in 2018 for SUN Trail Program funds in the amount of \$400,000 for conducting a Rails to Trails Feasibility Study. The City of Bonita Springs and the Village of Estero were co-applicants, with each committing \$25,000 as a local match to fund the study. FDOT awarded the grant and funded the study in Fiscal Year 2020/21.

TRANSFER OF RAIL OWNERSHIP

In November 2018, CSX transferred its interest in the real estate under the rail corridor to its operating lessee, the Seminole Gulf.

APPRAISAL OF RAIL CORRIDOR

In July 2020, the Trust for Public Lands (TPL) retained the real estate firm of Maxwell-Hendry-Simmons to appraise the real property of the SGLR line between Alico Road in South Lee County and the end of the line in North Naples, a distance of about 14.9 miles encompassing 235.40± acres. As of September 2020, the market value was appraised at \$70,465,000. In a letter to TPL, dated February 8, 2021, SGLR rejected the appraisal valuation citing that it was at least 30% under fair market value. SGLR also verbally asked TPL to pause purchase negotiation, and evaluate market conditions in a year and resume the negotiations.

COMMENCEMENT OF RAIL TRAIL FEASIBILITY STUDY

The Rails to Trails Feasibility Study finally commenced in March 2021 after completion of the appraisal and initial purchase negotiations. The

new study would evaluate a multi-use trail on the rail corridor from Alico Road to downtown Bonita Springs, then running along Old US 41 and Bonita Beach Road to connect to a trail network in northern Collier County.



The off-rail alignment runs within the roadway corridor and the rail-with-trail and rail-to-trail run within the Seminole Gulf Railway corridor between Alico Road and Bonita Beach Road.

2

PUBLIC INVOLVEMENT

3

TRAIL ALTERNATIVES ANALYSIS

SCREENING METHODOLOGY

During site analysis, seven trail alternatives were identified to connect the north and south Lee County Rail Trail. Screening criteria was developed based on project goals communicated by the MPO. The seven alternatives were screened at two tiers to reveal the top alternatives that met the project goals. The level 1 screening criteria was more simple than the level 2 screening process to eliminate the number of alternatives. The level 1 screening criteria evaluated the alternatives based on qualifications for the SUN Trail funding, ROW availability, user experience, and potential trail development challenges. Level 2 criteria evaluated alternatives based on service, connectivity, user experience, and project readiness.

LEVEL 1 SCREENING

Seven initial alternatives were proposed based on available public right-of-way and recommendations from the The Village of Estero Bicycle and Pedestrian Master Plan from 2019. A majority of the alternatives were composed of sidepaths, shared streets, drainage/ utility corridors, and routing on the rail corridor. The proposed alternatives for the level 1 screening are further described on the following pages.



*The Delaware and Lehigh National Heritage Trail in Lehigh, Pennsylvania.
Pedbikeimages / Laura Sandt*

LEVEL 1 EVALUATION CRITERIA

The level 1 screening process ranked the alignments based on the following criteria:

- SUN Trail Funding Eligibility
- Public Right-of-Way (ROW)
- User Experience
- Development Challenges

Each criteria has a scoring system of zero to three, zero being the lowest score an alternative can receive and three being the highest score an alternative can receive. More details for each criteria and the proposed alignments performance in each are discussed in the following pages.

Table 3.1. Example of criteria scoring system

Trail Alignment	Category	Score
1	SUN Trail Funding Eligibility	0
	Project in Public Right-of-Way	2
	Level of Stress	1
	Development Challenges	2
	Total	5
	Rank	2

SUN TRAIL FUNDING ELIGIBILITY

This criteria was evaluated on the basis of The SUN Trail legislation, Section 339.81,F.S, the development of a non-motorized trail network will increase mobility and recreational alternatives for Florida's residents and visitors, enhance economic prosperity, enrich quality of life, enhance safety, and reflect responsible environmental stewardship. In line with this legislation, projects are not eligible for SUN Trail funding if they include the following conditions in their proposal:

- Sidewalks
- Nature trails; loop trails wholly within a single park or natural area
- On-road facilities, such as bicycle lanes of routes other than on-road facilities that are no longer than one-half mile connecting two or more non-motorized trails, if the provision of non-road facilities is infeasible and if such on-road facilities are signed and marked for non-motorized use; an exception is made for on-road components of the Florida Keys Overseas Heritage Trail.

The zero to three scoring was divided into the following:

- ① The Project would require on-street bicycle facilities
- ① The Project may require a trail width narrower than 12-feet
- ② The Project will be a separated, shared-use trail
- ③ The Project is separated and has a 12-foot minimum width

PROJECT IN PUBLIC RIGHT-OF-WAY (ROW)

This criteria evaluated the amount of each proposed alternatives' alignments within the public right-of-way versus private right-of-way. The data studied to obtain the final results for this criteria was parcel and property data.

The scores were divided into the following:

- ① Less than 20% of corridor within public right-of-way (ROW)
- ① Between 20% and 60% if corridor within public right-of-way (ROW)
- ② 60% or more of corridor within public right-of-way (ROW)

LEVEL OF STRESS/ USER EXPERIENCE

This criteria evaluated the alternatives' level of comfort based on various roadway classifications that majority of their alignments run along. Roadway classifications include major arterial, minor, collector, and off-road.

The scores were divided into the following:

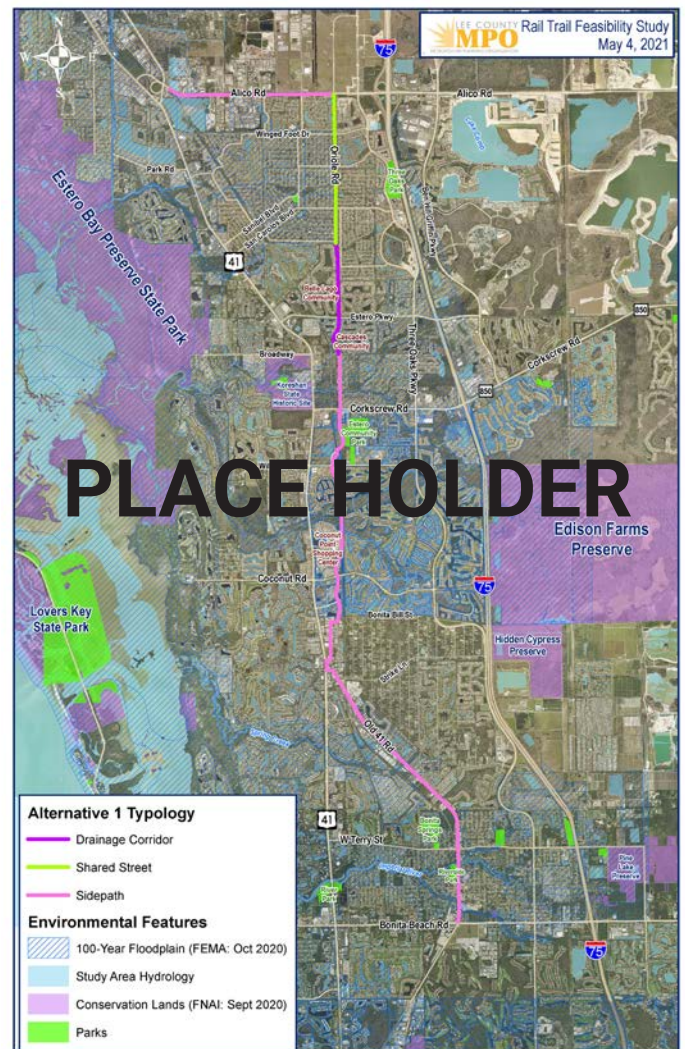
- ① Trail is located along a major arterial roadway
- ② Trail is located along minor or collector roadway
- ③ Trail is located off-road

DEVELOPMENT CHALLENGES

This criteria evaluated the amount of infrastructural modifications or removals that would be needed in order to implement each alternative. The permitting and approval processes to make these modifications were also taken into consideration when evaluating each alternative.

The scores were divided into the following:

- ① Requires significant structures such as new bridges or stormwater modifications
- ② Will require state or federal approvals due to modifications to local or U.S. waters
- ③ Does not include major trail development interventions
- ④ Does not intersect U.S. jurisdictional waters or require new approvals



The seven alternatives studied in the level 1 screening

LEVEL 1 ALTERNATIVES SCREENED

The following alternatives were evaluated in the level 1 screening process

ALTERNATIVE 1

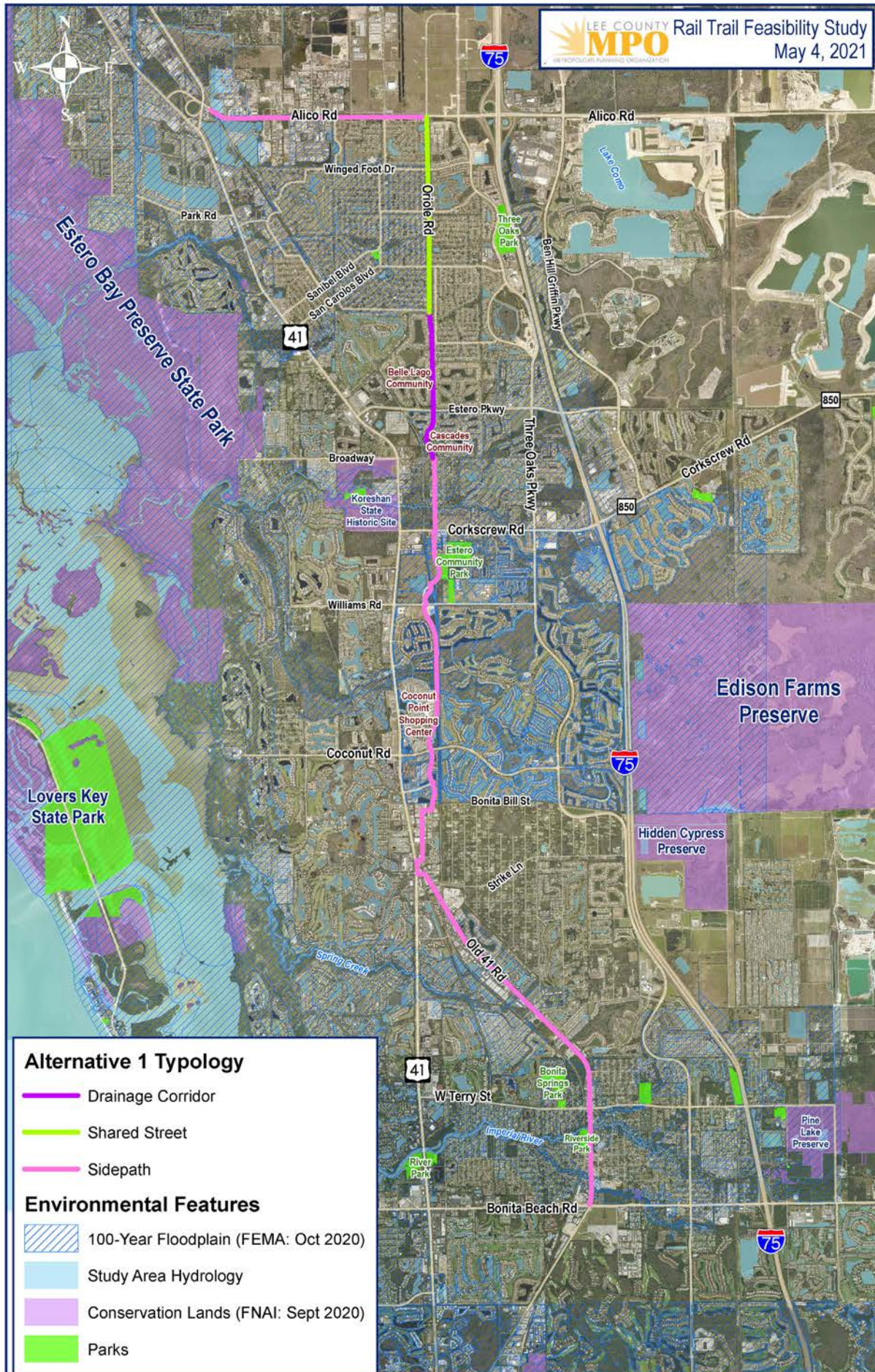
Alternative 1 starts at Bonita Beach Road and Old 41 Road. It runs north along Old 41 Road to Highway 41. The alignment heads east onto Production Boulevard/ Circle and continues north on Via Coconut Point. From Coconut Point, the alignment takes Sandy Lane to a drainage corridor through the Cascades Neighborhood. The drainage corridor leads to a shared street on Oriole Road. Finally the alignment heads west on Alico Road to tie into John Yarbrough Linear Park Trail. A majority of the alignment's typology is a sidepath and changes to a drainage corridor and shared street condition as it heads north. Alternative 1 has the potential to directly connect Riverside Park, Coconut Point Shopping Center, Estero Community Park, The Cascades Community and The Belle Lago Community.



Old 41 Road looking south in Bonita Spring



Sandy Lane looking South



ALTERNATIVE 2

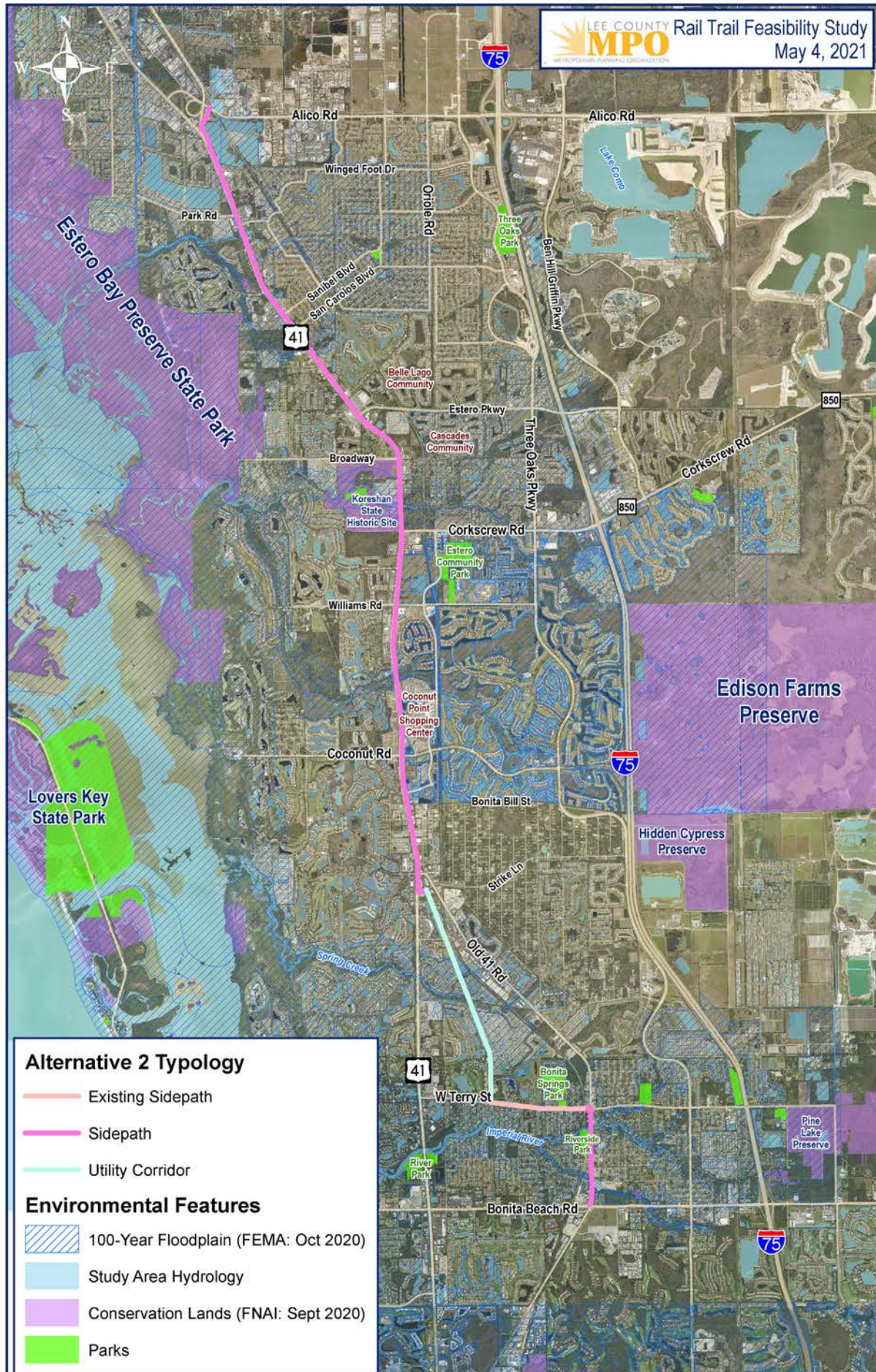
Alternative 2 starts on Bonita Beach Road towards West Terry Street. The alignment heads west on West Terry Street and takes a utility corridor between the Imperial Harbor and Highland Woods residential neighborhoods. The alignment continues north on Highway 41 towards the Alico Road and the John Yarbrough Linear Park Trail. The proposed alignment would utilize an existing sidepath along Highway 41. This alternative has the potential to directly connect Riverside Park, Bonita Springs Park, Coconut Point Shopping Center, and Koreshan State Historic Site.



US Highway 41 looking south at Old 41 Road



Old 41 Road looking south at Bonita Beach Road



ALTERNATIVE 3

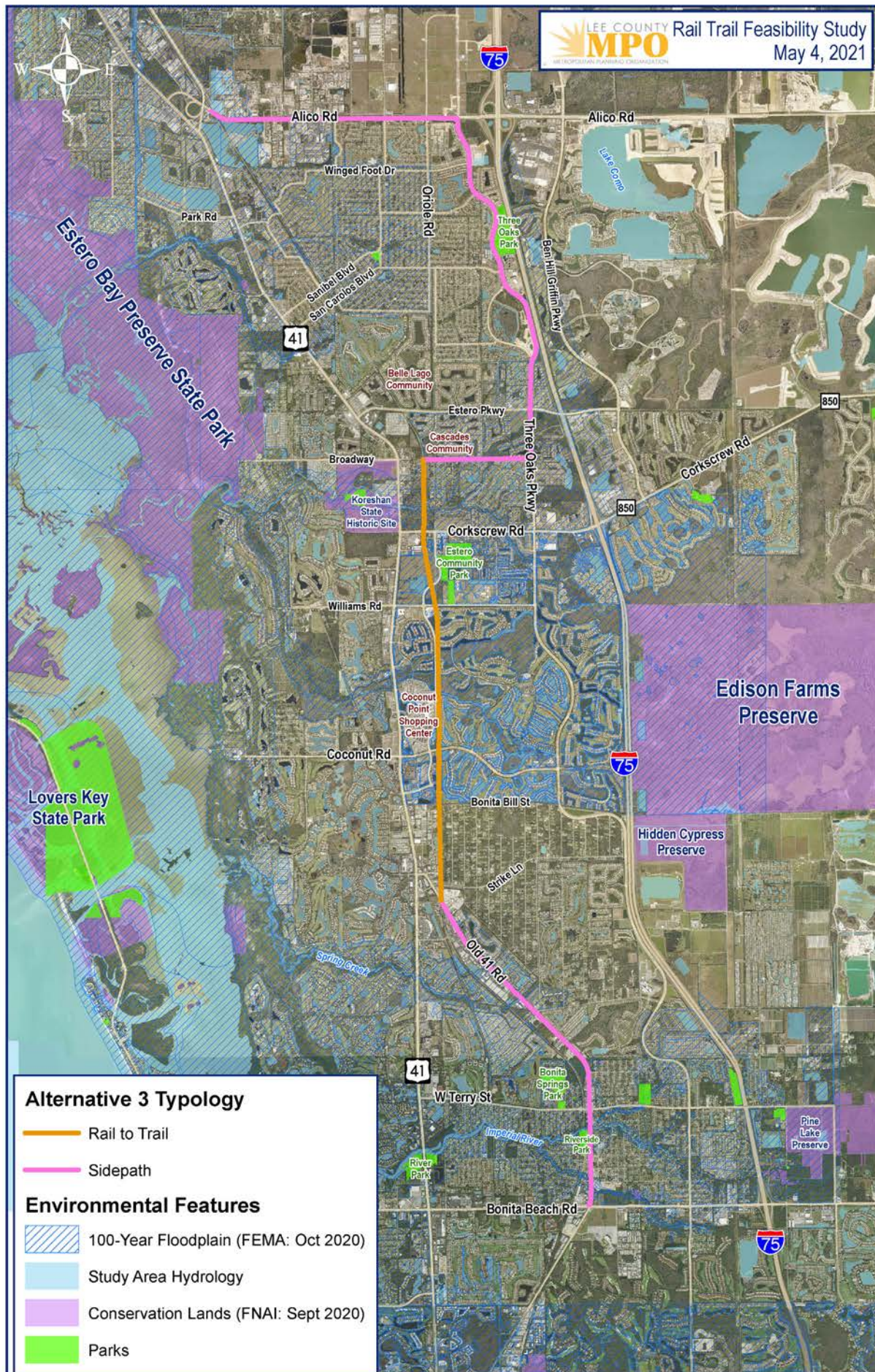
Alternative 3 takes Old 41 Road north to the Seminole Gulf Rail corridor. The alignment continues north to Broadway East. Then the alignment heads east on Broadway East and north on Three Oaks Parkway towards Alico Road. Finally, it runs west along Alico Road to tie into the John Yarbrough Linear Park Trail. Majority of the alignment's typology is a sidepath and changes to a rail-to-trail to connect the side path conditions north and south. Alternative 3 has the potential to directly connect Riverside Park, Coconut Point Shopping Center, The Cascades Community, and Three Oaks Park.



Old 41 Road crossing Imperial River



*South of Estero Road on Three Oaks Parkway
looking South*



ALTERNATIVE 4

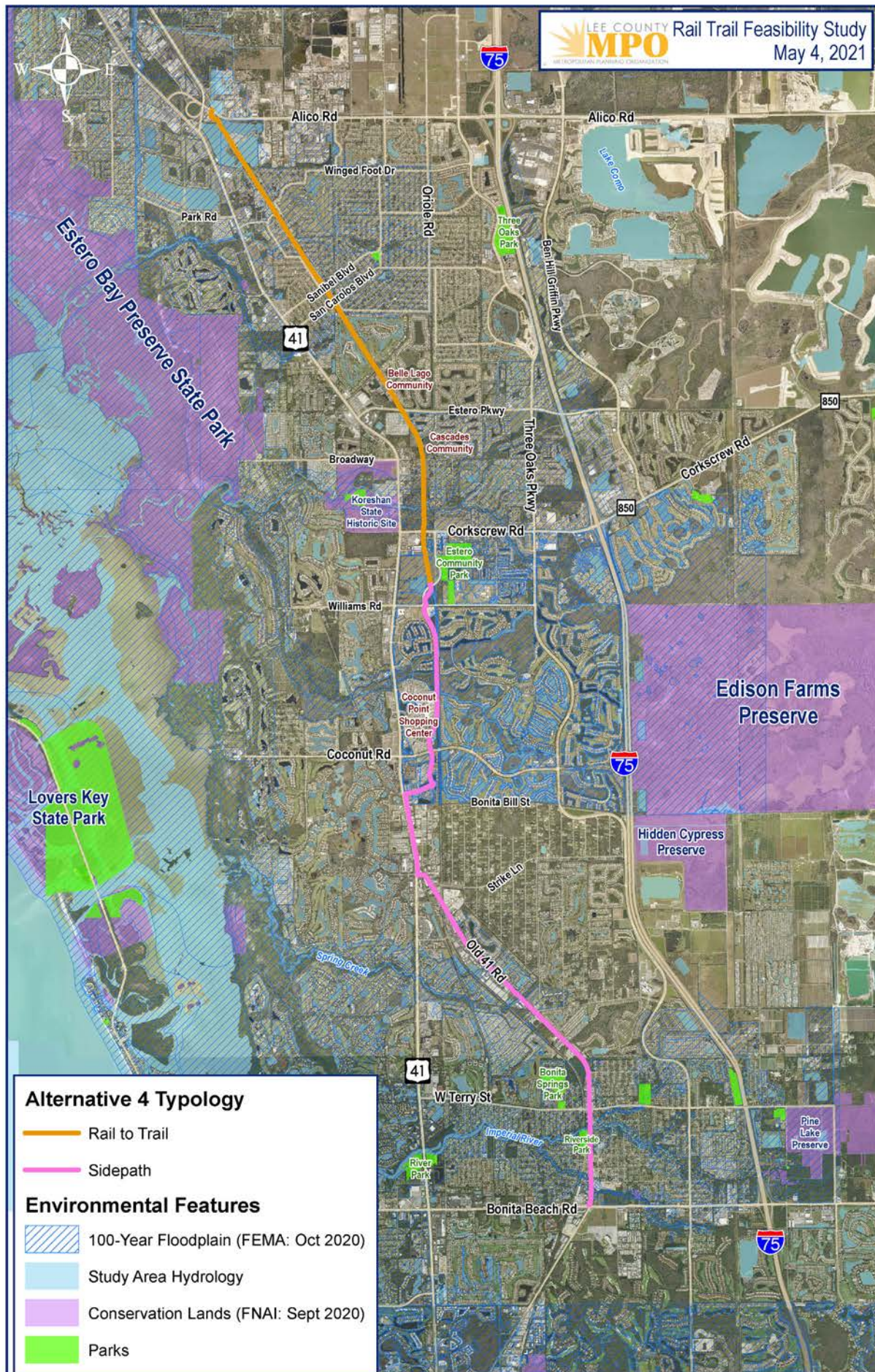
Alternative 4 starts at Bonita Beach and Old 41 Road. It runs north along Old 41 Road towards Pelican Colony Boulevard and Via Coconut Point. The alignment continues north on Via Coconut Point and transitions to The Seminole Gulf rail corridor at about .2 miles north of Williams Road. It takes the rail corridor north to tie into the John Yarbrough Linear Park Trail. The typology alternative 4 starts as a sidepath on the southern stretch of the alignment and changes to a rail-to-trail on the northern stretch of the alignment. Alternative 4 has the potential to directly connect Riverside Park, Coconut Point Shopping Center, Cascades Community, and Belle Lago Community.



The beginning of Old 41 Road looking south



Via Coconut Road looking north

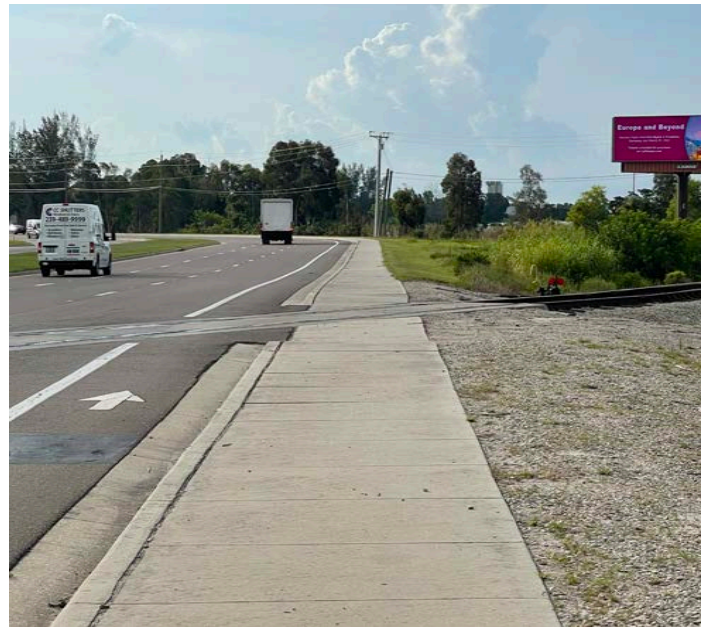


ALTERNATIVE 5

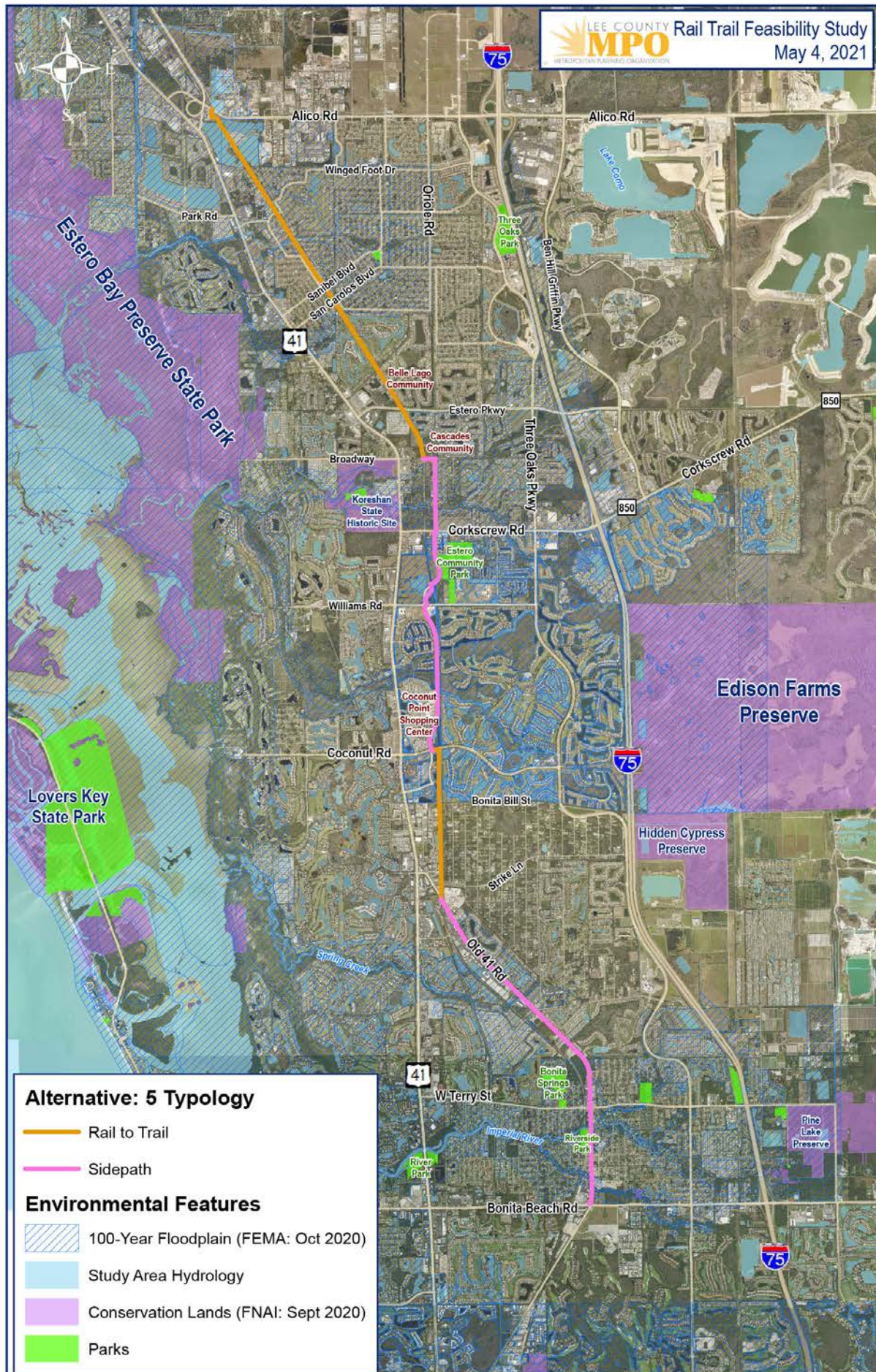
Alternative 5 heads north from Bonita Beach Road on Old 41 Road. The alignment transitions to the Seminole Gulf Rail corridor towards Coconut Road. From Coconut Road, the alignment continues north on Via Coconut Point and Sand Lane towards Broadway East. The alignment finally transitions back to the Seminole Gulf Rail corridor to Alico Road and John Yarbrough Linear Park Trail. The Alternative 5 typologies switch between a rail-to-trail and sidepath condition throughout the entire alignment. This alternative has the potential to directly connect Riverside Park, Coconut Point Shopping Center, Estero Community Park, The Cascades Community, and The Belle Lago Community.



Via Coconut Road roundabout looking south toward Production Boulevard



Rail tie-in at Alico Road looking east



ALTERNATIVE 6

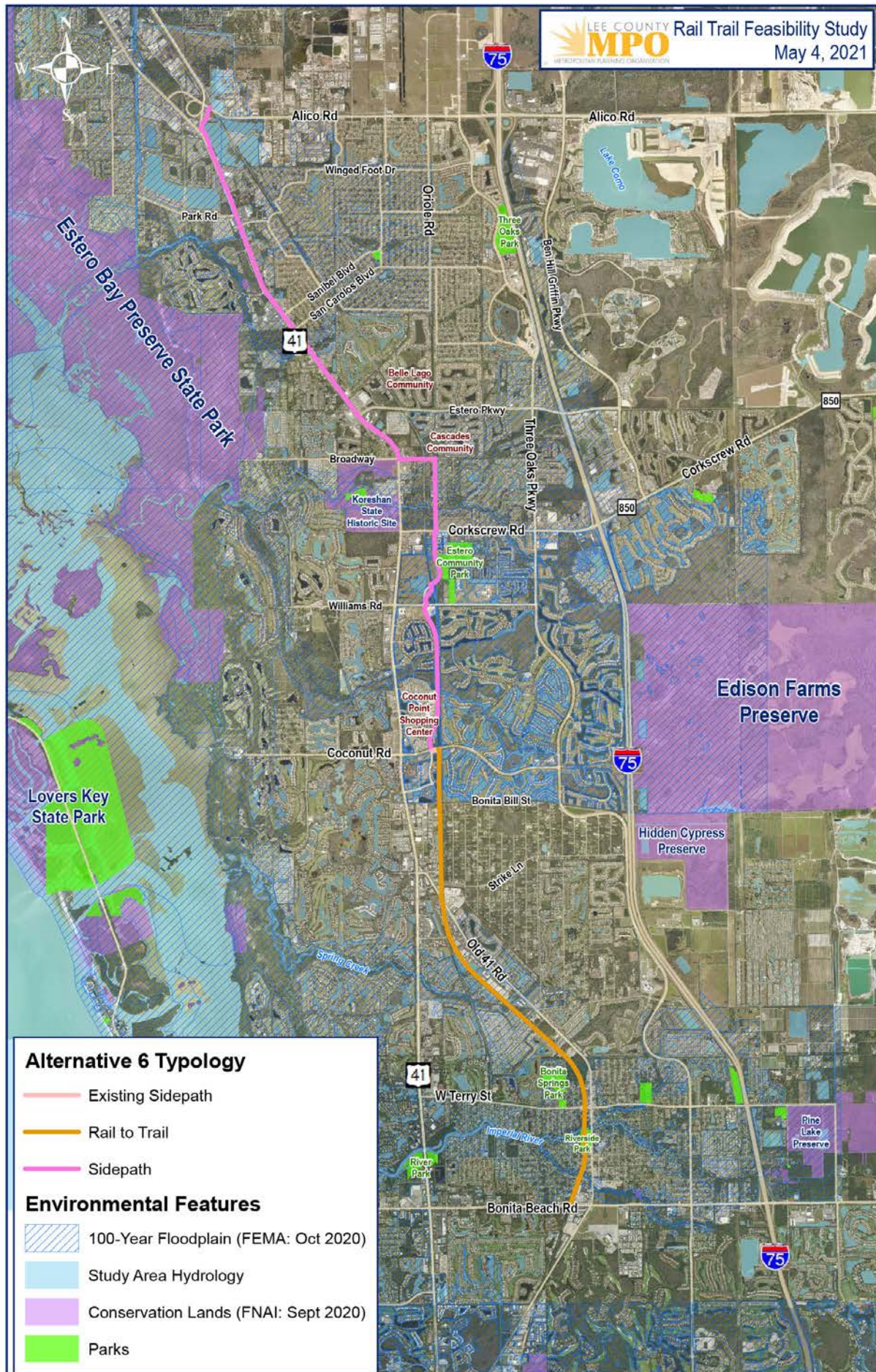
Alternative 6 starts at Bonita Beach Road on the Seminole Gulf Rail corridor. The alignment transitions to Via Coconut Point at Coconut Road. The alignment continues north along Via Coconut Point to Sandy Lane, and to Highway 41. Finally, the alignment takes Highway 41 to Alico Road to tie into John Yarbrough Linear Park Trail. The southern stretch of the alignment's typology is a rail-to-trail condition and the northern stretch of the alignment's typology is a sidepath condition. The alignment would utilize an existing sidepath on Coconut Road. This alternative has the potential to directly connect Riverside Park, Coconut Point Shopping Center, Estero Community Park, and The Cascades Community.



Highway 41 looking south at Old 41 Road



Highway 41 near Coconut Point Mall



ALTERNATIVE 7

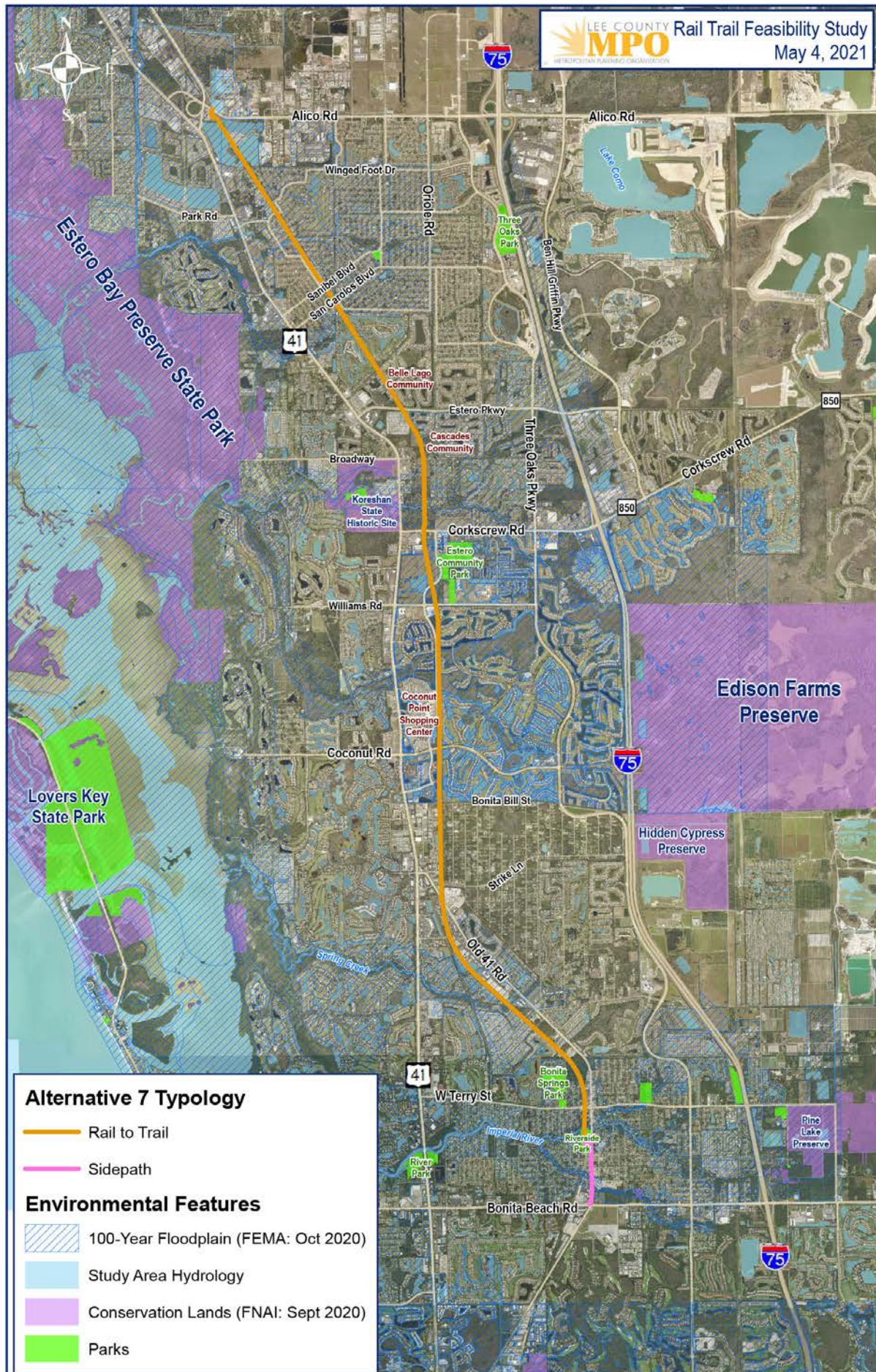
Alternative 7 starts at Bonita Beach Road and heads north along Old 41 Road. The alignment transitions to the Seminole Gulf Rail corridor at Riverside Park. The alignment continues north on the rail corridor towards Alico Road to tie into The John Yarbrough Linear Park Trail. Majority of the alignment's typology is a rail-to-trail condition and briefly begins as a sidepath between Bonita Beach Road and Riverside Park. This alternative has the potential to directly connect Riverside Park, Bonita Springs Park, Coconut Point Shopping Center, Estero Community Park, The Cascades Community, and The Bella Lago Community.



Riverside and Depot Park in Bonita Springs



Bonita Springs looking south



RAIL-TO-TRAIL

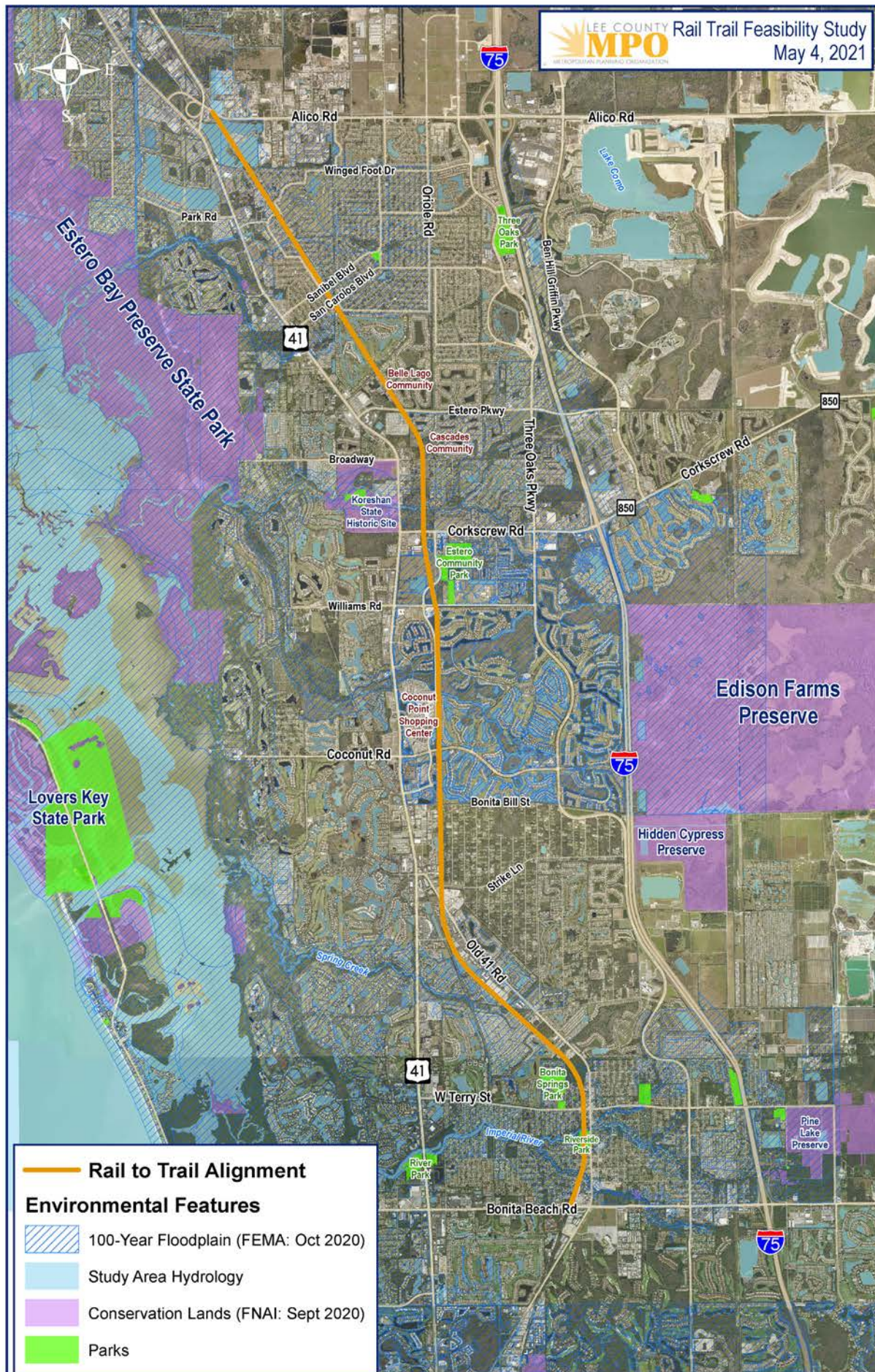
The rail-to-trail alternative uses the entire Seminole Gulf Rail corridor from Bonita Beach Road to Alico Road, tying into The John Yarbrough Linear Park Trail. The rail-to-trail alignment would replace the existing railway tracks and run along the center of the right-of-way (ROW). The Rail-to-Trail alternative has the potential to directly connect Riverside Park, Bonita Springs Park, Coconut Point Shopping Center, The Cascades Community, and The Bella Lago Community.



Rail spur on Alico Road looking west



Rail pedestrian crossing at Imperial River

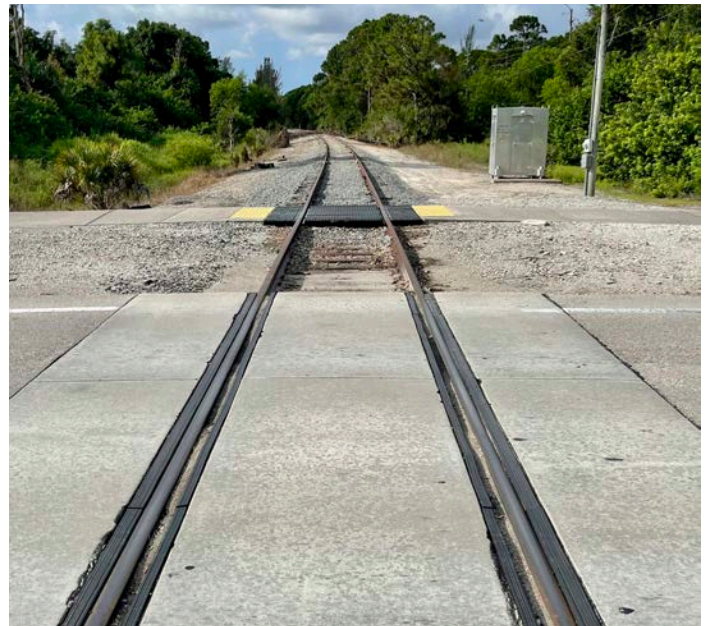


RAIL-WITH-TRAIL

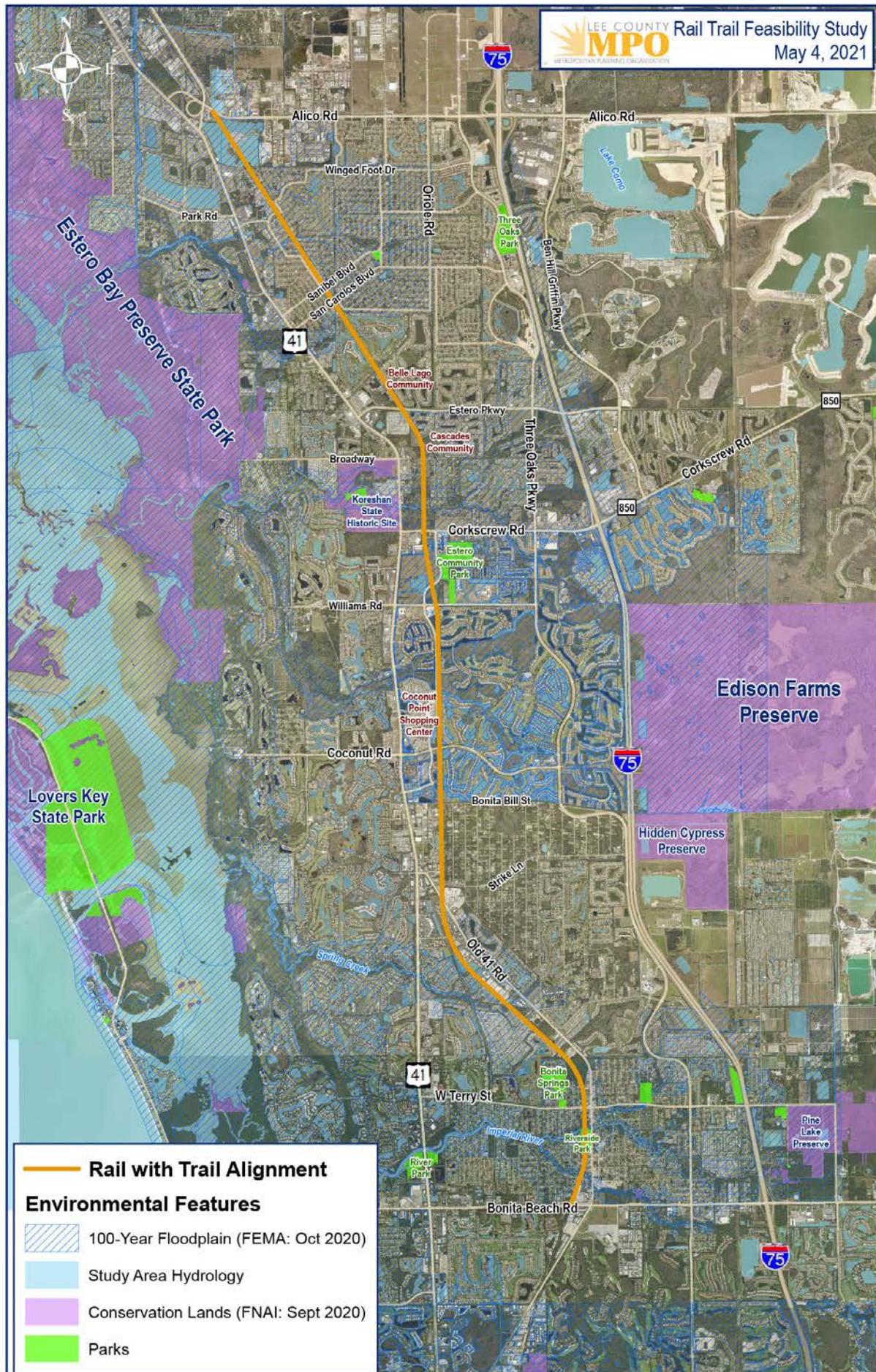
The rail-with-trail alternative uses the entire Seminole Gulf Rail corridor from Bonita Beach Road to Alico Road, tying into The John Yarbrough Linear Park Trail. The rail-with-trail alignment would run parallel and adjacent to the railway tracks in the rail right-of-way (ROW). The Rail-with-Trail alternative has the potential to directly connect Riverside Park, Bonita Springs Park, Coconut Point Shopping Center, The Cascades Community, and The Bella Lago Community.



Rail crossing at Coconut Road looking southwest



Rail crossing at Corkscrew Road looking north



LEVEL 1 SCREENING RESULTS

The results for how each alternative performed for each criteria is described below

SUN TRAIL FUNDING ELIGIBILITY EVALUATION RESULTS

According to the final results, the rail-to-trail alternative scored the highest in qualifying for SUN Trail funding. The rail-to trails centerline alignment allows for a 12-foot minimum width trail. In contrast, alternative 1 received the lowest score, due to the need for on-street bicycle facilities throughout it's alignment.

PROJECT IN PUBLIC RIGHT-OF-WAY (ROW) EVALUATION RESULTS

Based on the results, alternatives 1 and 2 were the highest scoring alternatives. Alternatives 1 and 2 alignments are predominantly sidepath conditions that are located within the public right-of-way. Alternative 7, the Rail-to-Trail Alternative, and the Rail-with-Trail Alternative were the lowest scoring alternatives. Their alignments are predominantly located in the Seminole Gulf Railway right-of-way.

Table 3.2. SUN Trail Funding Evaluation Results

Alternatives	Score
Alternative 1	0
Alternative 2	1
Alternative 3	1
Alternative 4	1
Alternative 5	1
Alternative 6	1
Alternative 7	1
Rail-to-Trail	3
Rail-with-Trail	2

Table 3.3. Public Right-of-Way Evaluation Results

Alternatives	Score
Alternative 1	2
Alternative 2	2
Alternative 3	1
Alternative 4	1
Alternative 5	1
Alternative 6	1
Alternative 7	0
Rail-to-Trail	0
Rail-with-Trail	0

LEVEL OF STRESS/ USER EXPERIENCE EVALUATION RESULTS

The results show that the Rail-to-Trail and Rail-with-Trail alternatives received the highest scores in this criteria. The Rail-to-Trail and Rail-with-Trail alternative alignments run along the railway corridor and are classified as off-road facilities. Alternative 2 and Alternative 6 received the lowest scores. A majority of the alternatives' alignments run along a major arterial roadway. Arterial roadways typically have high volumes of vehicular traffic and create high stress conditions for bicyclists and pedestrians.

DEVELOPMENT CHALLENGES EVALUATION RESULTS

Based on the results, Alternative 3 received the highest score in this category. Alternative 6 and 7, The Rail-to-Trail, and Rail-with-Trail received the lowest scores. These alternatives would need significant infrastructural modifications in order to be constructed.

Table 3.4. Level of Stress Evaluation Results

Alternatives	Score
Alternative 1	1
Alternative 2	0
Alternative 3	1
Alternative 4	1
Alternative 5	1
Alternative 6	0
Alternative 7	1
Rail-to-Trail	3
Rail-with-Trail	3

Table 3.5. Development Challenges Evaluation Results

Alternatives	Score
Alternative 1	2
Alternative 2	2
Alternative 3	3
Alternative 4	1
Alternative 5	1
Alternative 6	0
Alternative 7	0
Rail-to-Trail	0
Rail-with-Trail	0

LEVEL 1 SCREENING SUMMARY

The results of the level 1 screening shows that Alternative 3 and the Rail-to-Trail Alternative ranked number 1 out of the nine alternatives evaluated. Alternative 1, Alternative 2, and the Rail-with-Trail Alternative ranked number 2. Alternative 3 received high scores in development challenges and the level of stress category. The Rail-to-Trail received a high score in the development challenges category, while receiving moderate scores in the SUN Trail funding eligibility, public right-of-way (ROW), and the level of stress categories. The Rail-to-Trail, Rail-with-Trail, and Alternative 3 progressed to the level 2 screening process. A west and east side alignment was studied

for the Rail-with-Trail Alternative. A variation of Alternative 3 was further evaluated and represented the Off Rail Alternative amongst the four alternatives progressing to the level 2 screening process. To summarize, the following alternatives were evaluated in the level 2 screening process:

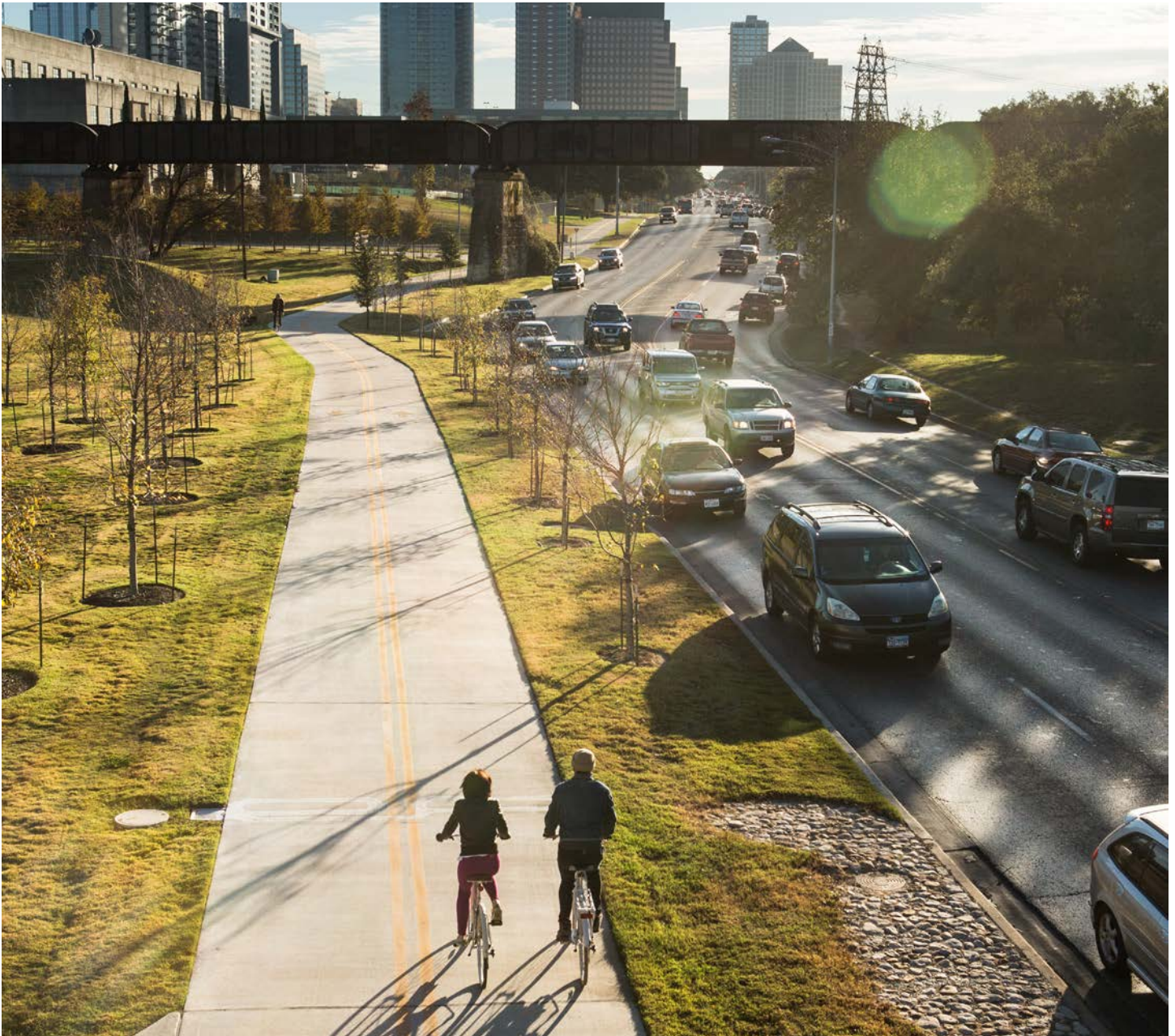
- Rail-to-Trail
- Rail-with-Trail (West Side Alignment)
- Rail-with-Trail (East Side Alignment)
- Off Rail / Trail Alignment Adjacent to the Roadway

Table 3.6. Summary of Evaluation Results

Alternatives	SUN Trail Funding Eligibility	In Public Right-of-Way (ROW)	Level of Stress	Development Challenges	Total Score	Rank
Alternative 3	1	1	1	3	6	1
Rail-to-Trail	3	0	3	0	6	1
Alternative 1	0	2	1	2	5	2
Rail-with-Trail	2	0	3	0	5	2
Alternative 2	1	2	0	2	5	2
Alternative 4	1	1	1	1	4	3
Alternative 5	1	1	1	1	4	3
Alternative 6	1	1	0	0	2	4
Alternative 7	1	0	1	0	2	4

LEVEL 2 SCREENING

Rail-to-Trail, Rail-with-Trail (west side alignment), Rail-with-Trail (east side alignment), and the Off Rail alternative were the top performing alternatives in the level 1 screening process. These alternatives were further studied in the level 2 screening process as follows.



*A trail adjacent the road in Austin, TX
Adam Coppola Photography*

LEVEL 2 EVALUATION CRITERIA

The level 2 screening process ranked the alignments based on the following criteria:

- Service
- Connectivity
- User Experience
- Project Readiness

Each criteria has a scoring system of zero to two, zero being the lowest score an alternative can receive and two being the highest score an alternative can receive. A definition of each criteria and the proposed alignments performance in each are discussed on the following pages.

SERVICE

Service evaluated the size of population and the amount of people with low income that the alternatives could potentially serve. This criteria was evaluated based on two categories:

S.1 - Persons with Low Income

- This category identifies the density of persons with income below the poverty level within ½ mile of the corridor
- The alternative with the highest population of persons with low income receives the highest ranking score

The scores were divided into the following:

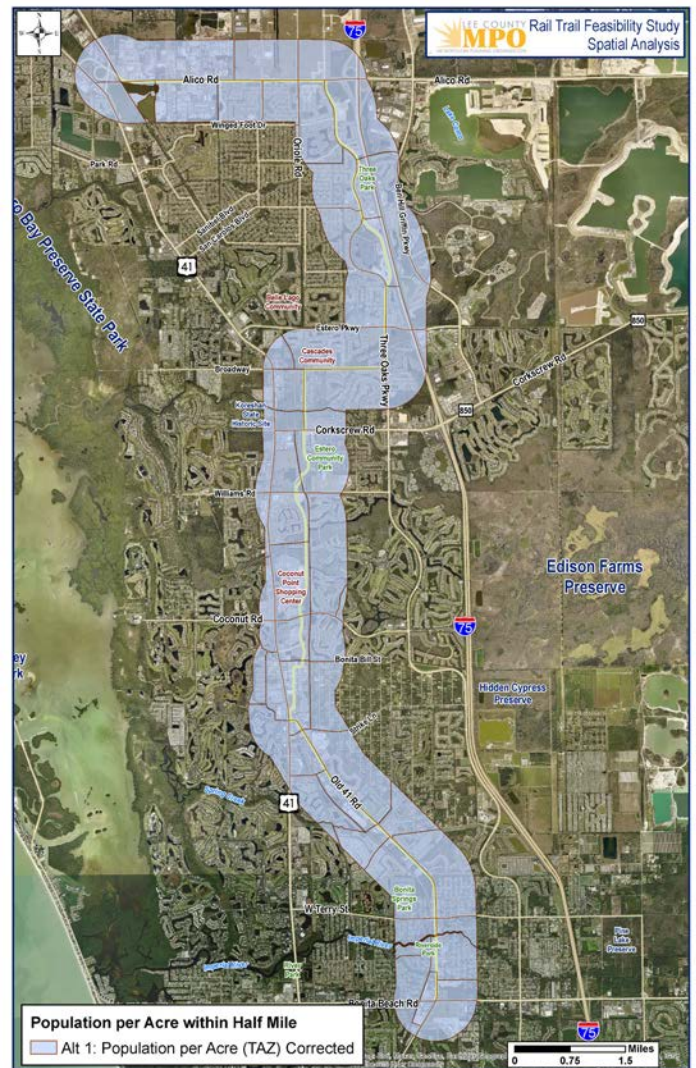
- ① Less than 12 people per every 5 acres
- ② More than 12 people per every 5 acres

S.2 - Population Served

- Population served identifies the population density within ½ mile of the corridor
- The alternative with the highest population served receives the highest ranking score

The scores were divided into the following:

- ① Less than one person per every 5 acres
- ② One or more people per every 5 acres



Example of the results for population per acre within a half mile radius of the off-rail alternative (above) and the rail-to-trail alternative (on next page).



CONNECTIVITY

Connectivity evaluated the alternatives' proximity to essential services, parks, and public transportation. This criteria was evaluated based on the four categories listed below.

C.1 - Proximity to Essentials

- Proximity to essentials identifies essential businesses/services (e.g., supermarkets, hospitals) within ½ mile of the corridor
- The alternative in proximity to the greatest amount of essential business/services receives the highest ranking score

The scores were divided into the following:

- ① Less than 50 essential businesses
- ② Up to 100 essential businesses
- ③ More than 100 essential businesses

C.2 - Proximity to Parks

- Identifies parks within ½ mile of the corridor
- The alternative in proximity to the greatest amount of parks receives the highest ranking score

The scores were divided into the following:

- ① No parks
- ② Up to three parks
- ③ More than three parks

C.3 - Proximity to Schools

- Identifies schools within ½ mile of the corridor
- The alternative in proximity to the greatest amount of schools receives the highest ranking score

The scores were divided into the following:

- ① Less than 5 schools
- ② Between 5 - 10 schools
- ③ More than 10 schools

C.4 - Connectivity to Transit

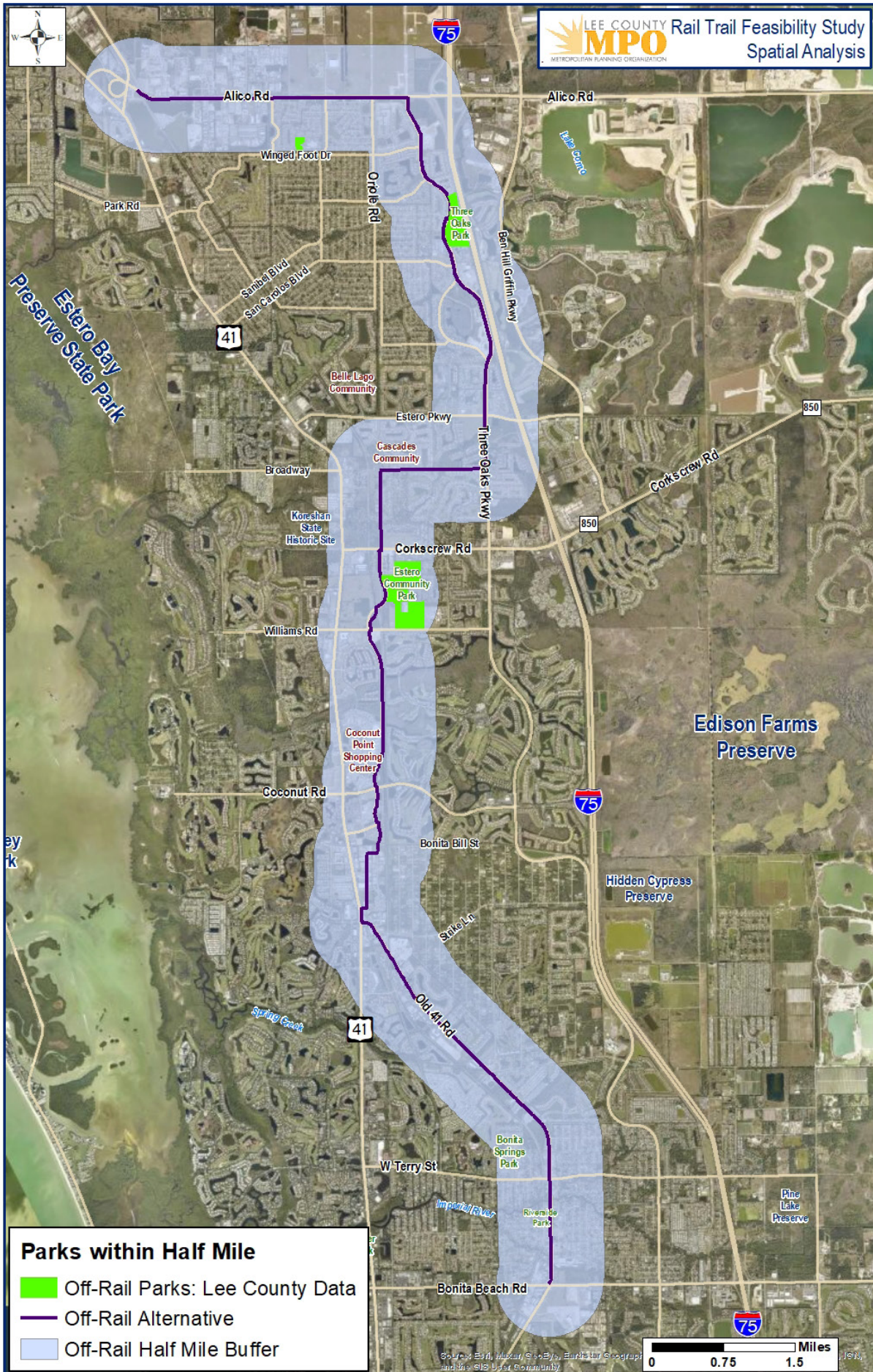
- Identifies opportunities for enhanced connections to existing transit routes
- Bus stops with direct access, within the half mile buffer were inventoried
- The alternative that generates the greatest amount of enhanced connections receives the highest ranking score

The scores were divided into the following:

- ① Less than 20 enhanced connections
- ② Between 20 - 25 enhanced connections
- ③ More than 25 enhanced connections



Example of the results for the number of parks located within a half mile radius of the rail-to-trail alternative (above) and the off rail alternative (on the next page).



USER EXPERIENCE

User experience evaluated the alternatives' level of comfort and ease of navigability for users. This criteria was evaluated based on two categories:

U.1 - Level of Stress

- Determined upon the location of the trail in proximity to roadways and the ability to support a comfortable width for a bi-directional path
- The closer the alternative is to a roadway, the lower the ranking score that it receives

The scores were divided into the following:

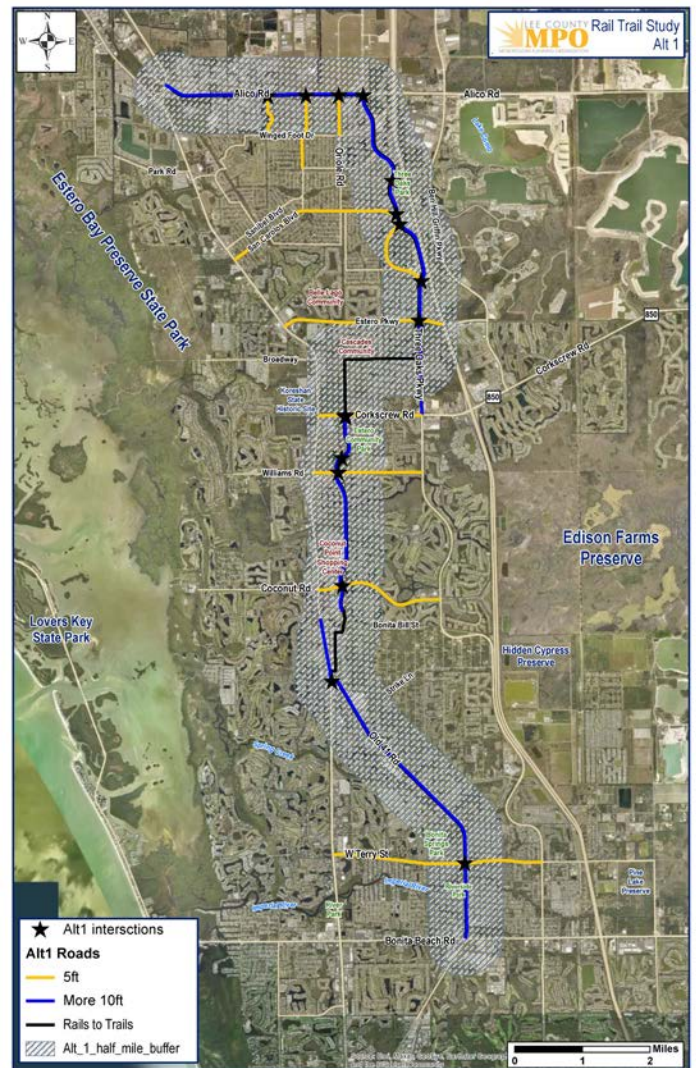
- 0 Trail is within 5-10 ft of roadway
- 1 Trail is completely separated from the roadway

U.2 - Navigation

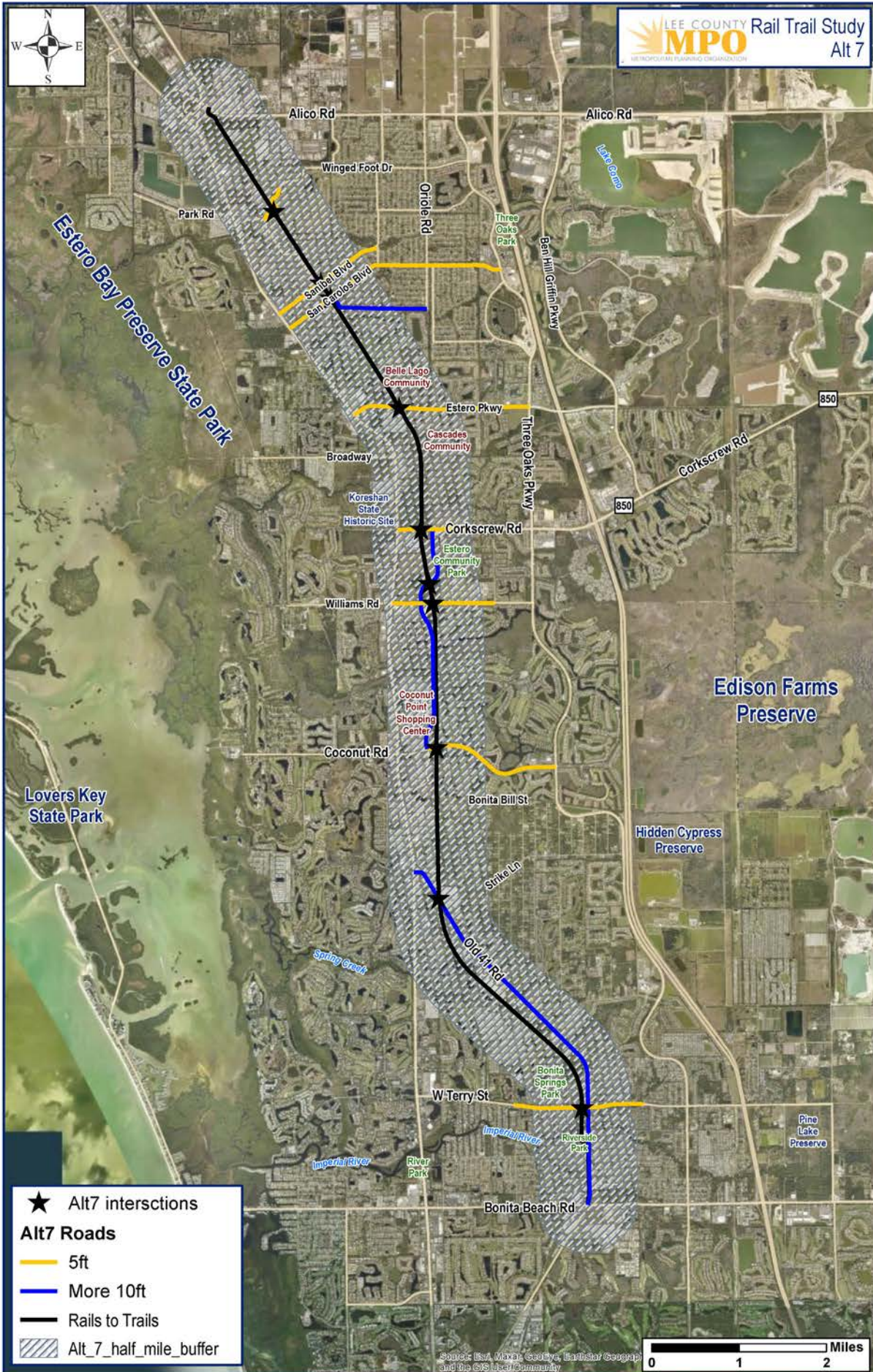
- Determined upon the ease of navigation through the corridor
- The fewer turns per alternative, the higher ranking score it receives

The scores were divided into the following:

- 0 Trail alignment is indirect and has many required turns
- 1 Trail alignment is fairly consistent with minimal turns
- 2 Trail alignment is consistent and direct with no turns



Studies of roadway and intersections that the off-rail alternative (above) and the rail-to-trail alternative (on the next page) run along or cross.



PROJECT READINESS

Project readiness evaluated the amount of improvements and interventions needed in order for the alternatives. This criteria was evaluated based on three categories:

P.1 - Availability of Public Right-of-Way (ROW)

- Determined upon percentage of easements or land acquisition required outside of public right-of-way (ROW)
- The alternative requiring the least amount of additional easements or land acquisition receives the highest score

The scores were divided into the following:

- ① More than 50% of the corridor requires additional easements or land acquisition
- ① Between 25 – 50% of the corridor requires additional easements or land acquisition
- ② Less than 25% of the corridor requires additional easements or land acquisition

P.2 - Roadway Crossings

- Determined upon ease percentage of project requiring easements or acquisition outside of public right-of-way (ROW)
- The alternative requiring the least amount of additional easements or land acquisition receives the highest score

The scores were divided into the following:

- ① More than 50% of crossings travel across multi-lane arterial roadways with existing pedestrian infrastructure
- ① More than 50% of crossings travel across 2 lane local streets with existing pedestrian infrastructure

P.3 - Infrastructure

- This criteria includes evaluations of utilities, stormwater, and structures
- Alternatives that require the least amount of impact to infrastructure receive the highest ranking
- This criteria includes utilities, stormwater, and structures

P.3.1 - Utilities

- Existing utility impediments that need to be removed or relocated within the trail corridor

The scores were divided into the following:

- ① Utilities need relocation
- ① Utilities need adjustment

P.3.2 - Stormwater

- Existing stormwater impediments that need to be relocated or significantly modified within the trail corridor (such as existing swales)

The scores were divided into the following:

- ① Over 50% of existing stormwater infrastructure requires relocation or must be significantly modified to accommodate the trail alignment
- ① Less than 50% of stormwater infrastructure requires relocation or must be significantly modified to accommodate the trail alignment
- ② Stormwater infrastructure can remain

P.3.3 - Structures

- Trail alignment requires a new bridge, bridge upgrades, or retaining walls

The scores were divided into the following:

- ① Requires structure replacement or new structure, such as a bridge
- ① Requires existing structure upgrade/modification
- ② No new structures required



LEVEL 2 ALTERNATIVES SCREENED

The following alternatives were evaluated in the level 2 screening process

RAIL-TO-TRAIL

The rail-to-trail alternative uses the entire Seminole Gulf Rail corridor from Bonita Beach Road to Alico Road, tying into The John Yarbrough Linear Park Trail. The rail-to-trail alignment would replace the existing railway tracks and run along the center of the right-of-way (ROW). The Rail-to-Trail alternative has the potential to directly connect Riverside Park, Bonita Springs Park, Coconut Point Shopping Center, Estero Community Park, The Cascades Community, and The Bella Lago Community.

QUICK FACTS

Right-of-way: Requires agreement with railroad for fee simple purchase

Road-Trail Crossings: 20

Utility Providers: Florida Power & Light, TECO Gas, Lee County Utility, Bonita Springs Utility (predominantly at road crossings)



Rail crossing at Corkscrew Road looking north



RAIL WITH TRAIL (WEST SIDE)

This rail-with-trail alternative would run within Seminole Gulf Rail corridor from Bonita Beach Road to Alico Road, to tie into The John Yarbrough Linear Park Trail. This alignment would run along the west side railway tracks in the rail right-of-way (ROW). This allows the rail to continue to be operational. This alternative will require an agreement from the railroad company to authorize public use along the parallel path, and may require safety and security fencing between the rail and trail. The Rail-with-Trail alternative has the potential to directly connect Riverside Park, Bonita Springs Park, Coconut Point Shopping Center, Estero Community Park, The Cascades Community, and The Bella Lago Community.

QUICK FACTS

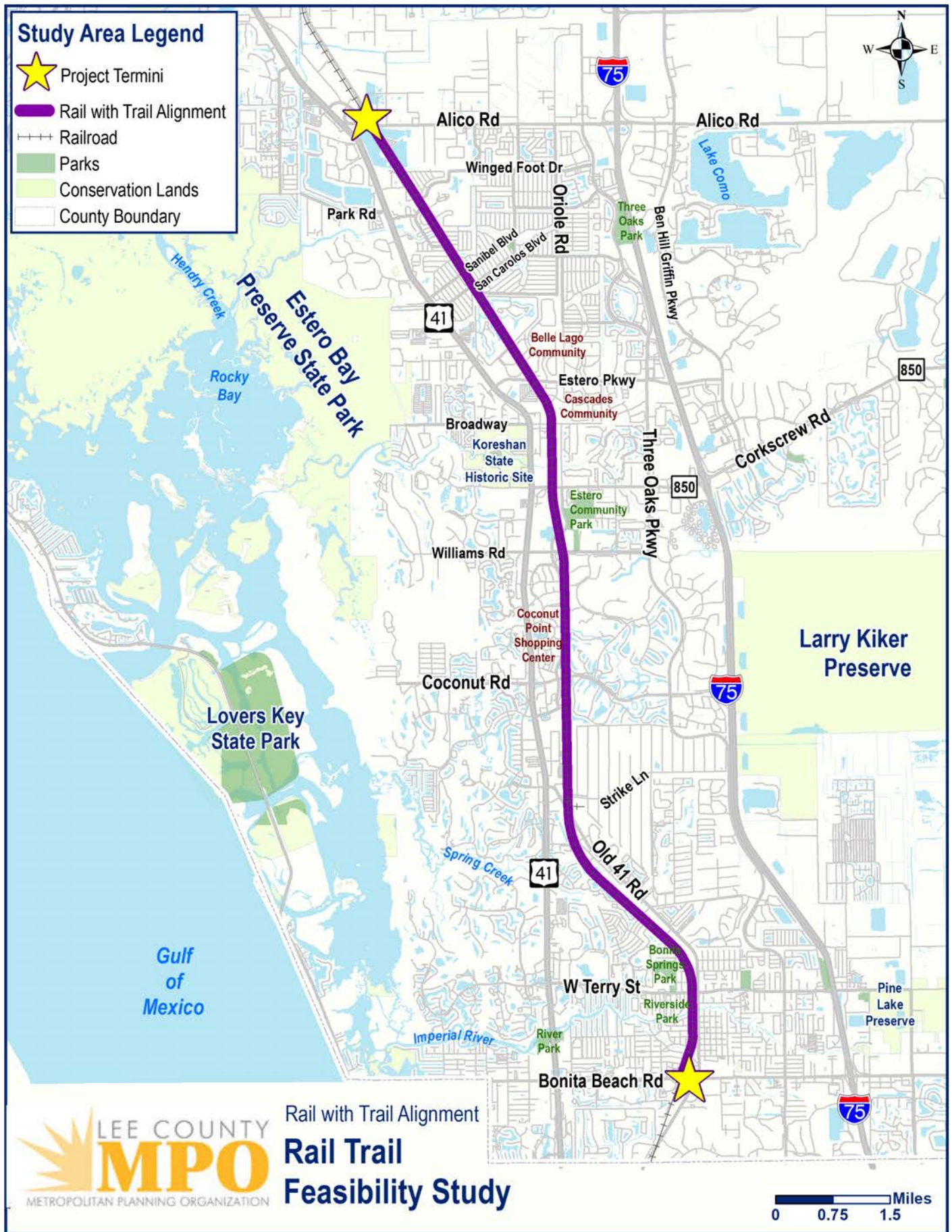
Right-of-way: Requires agreement with railroad for fee simple purchase or lease for partial corridor

Road-Trail Crossings: 20

Utility Providers: Florida Power & Light, TECO Gas, Lee County Utility, Bonita Springs Utility (predominantly at road crossings)



Rail crossing East Terry Street



RAIL WITH TRAIL (EAST SIDE)

This rail-with-trail alternative would run within Seminole Gulf Rail corridor from Bonita Beach Road to Alico Road, to tie into The John Yarbrough Linear Park Trail. However, it would run along the east side of the railway tracks in the rail right-of-way (ROW). This allows the rail to continue to be operational. This alternative will require an agreement from the railroad company to authorize public use along the parallel path, and may require safety and security fencing between the rail and trail. The Rail-with-Trail alternative has the potential to directly connect Riverside Park, Bonita Springs Park, Coconut Point Shopping Center, Estero Community Park, The Cascades Community, Estero Community Park, and The Bella Lago Community.

QUICK FACTS

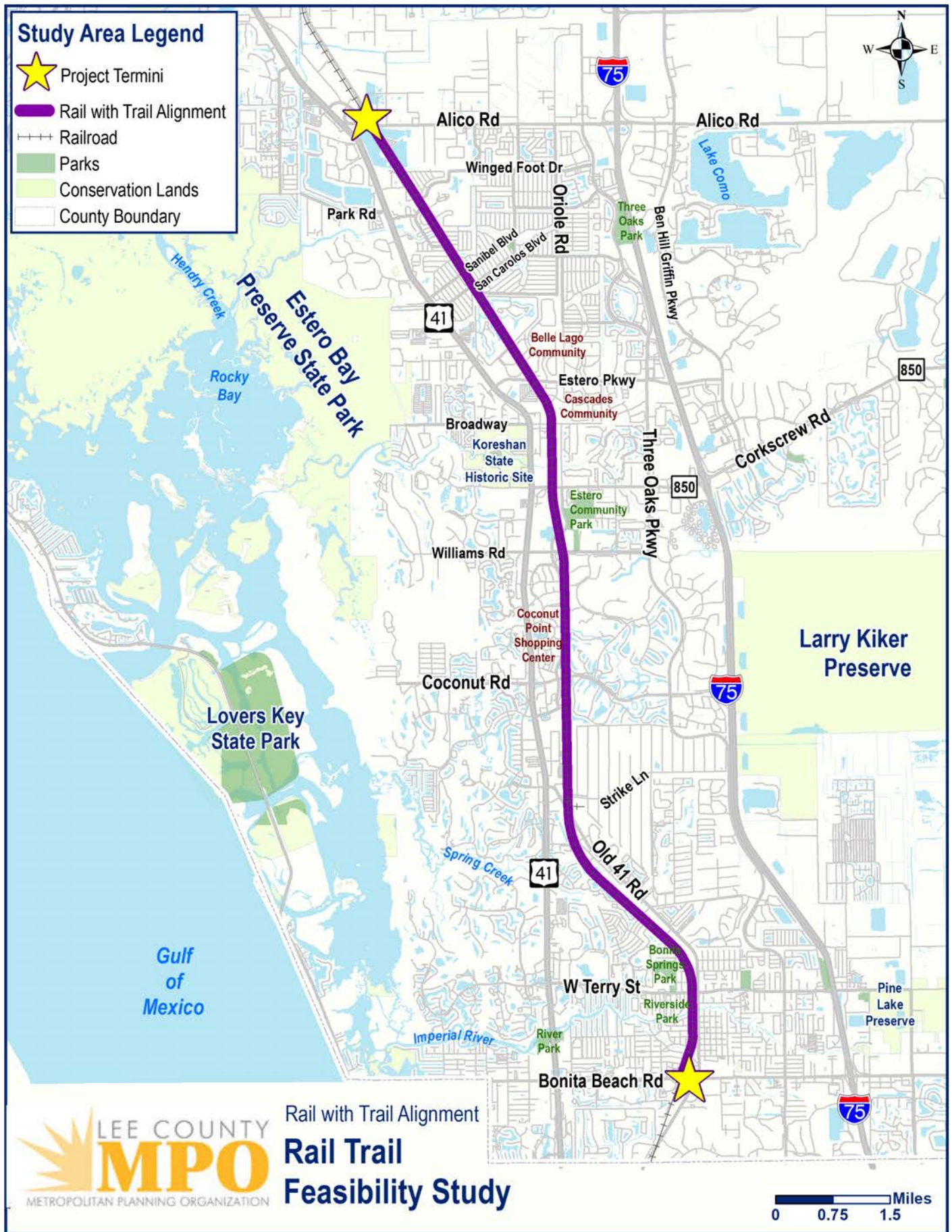
Right-of-way: Requires agreement with railroad for fee simple purchase or lease for partial corridor

Road-Trail Crossings: 20

Utility Providers: Florida Power & Light, TECO Gas, Lee County Utility, Bonita Springs Utility (predominantly at road crossings)



Rail entering Estero Country Club



OFF RAIL / TRAIL ADJACENT TO THE ROADWAY

The off rail alternative is an adaptation of the alternative 3 alignment from the level 1 screening process. It is located completely outside of the rail right-of-way. It is primarily a side path that runs along the west side of Old 41 road to Production Circle to Via Coconut Point. The alignment continues north on the east side of Sandy Lane then heads east on East Broadway East towards Three Oaks Parkway. It continues north in Three Oaks Parkway and heads west on Alico Road to tie into the John Yarbrough Linear Park Trail. This alternative has the potential to directly connect Riverside Park, Bonita Springs Park, Coconut Point Shopping Center, The Cascades Community, Estero Community Park, and Three Oaks Park.

QUICK FACTS

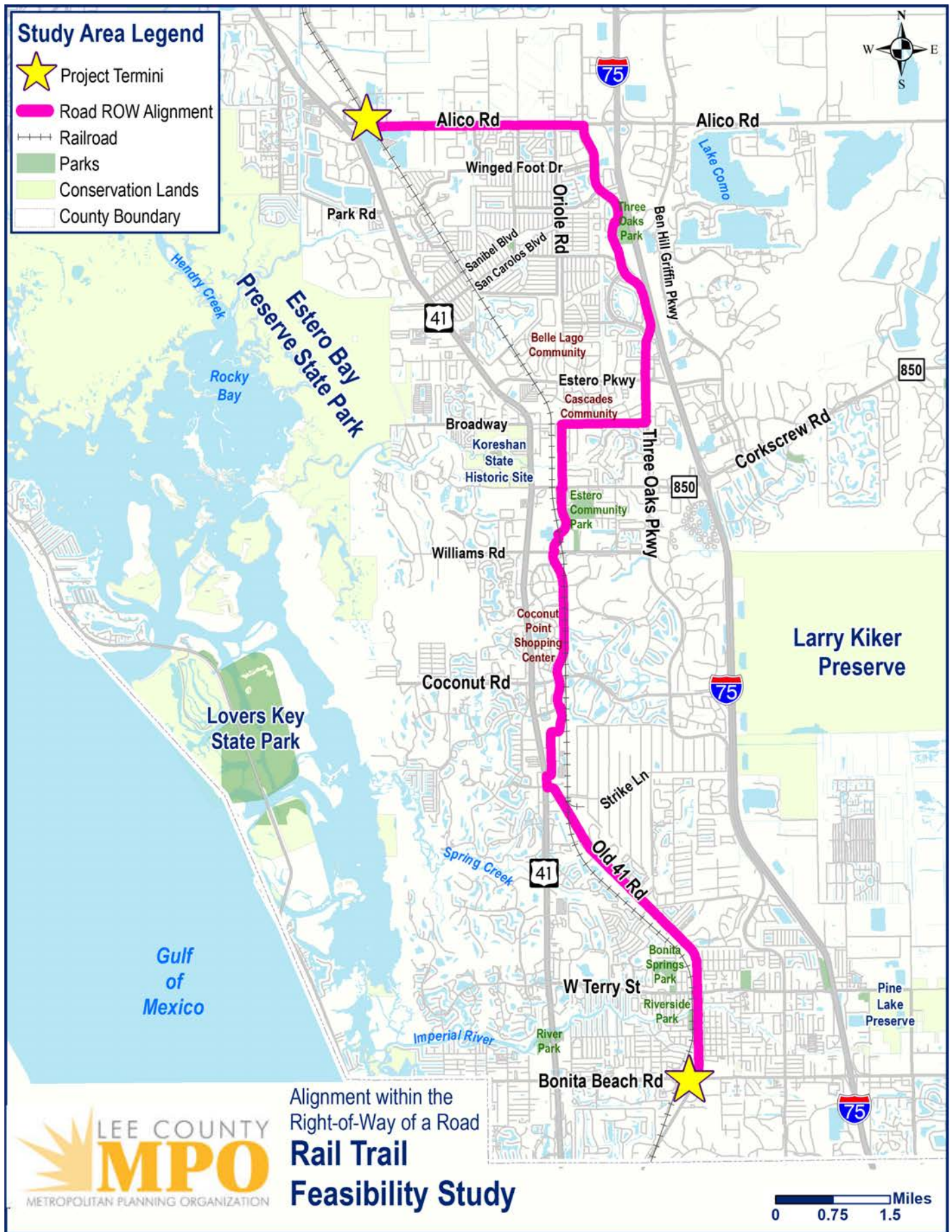
Right-of-way: The alignment cannot be built entirely within existing roadway ROW and will require acquisition of property.

Road and Driveway Crossings: 96

Utility Providers: Florida Power & Light, TECO Gas, Lee County Utility, Bonita Springs Utility throughout the corridor



Three Oaks Parkway looking south



LEVEL 2 SCREENING RESULTS

The results for how each alternative performed for each criteria is described below

SERVICE EVALUATION RESULTS

The data studied in order to obtain the results for this criteria was GIS data that defined the population density and income status of the population in the study area. Based on the results, the Rail-to-Trail and the Rail with Trail alternatives scored equally in this criteria. Rail with Trail alignments run through or adjacent to more residential areas and neighborhoods. The Off Rail/ Adjacent to Roadway alternative received the lowest score overall. However, it received a high score in the “persons with low income” category.



Three Oaks Parkway looking north toward Alico Road

Table 3.7. Service Evaluation Results

Alternatives	Persons with Low Income	Population Served	Total Score
Rail-to-Trail	2	2	4
Rail-with-Trail (West Side)	2	2	4
Rail-with-Trail (East Side)	2	2	4
Off Rail	2	0	2

CONNECTIVITY EVALUATION RESULTS

The data used in order to obtain the final evaluation results for this criteria included GIS data that provided the location of parks, schools, and essential businesses in the study area. Bus stops and routes were also studied for this criteria. Based on the results of the data studied, the Off Rail / Adjacent to Roadway alternative scored the highest in connectivity. It's alignment provides more opportunities to connect to essential services, parks, schools, and other alternative modes of transportation. The Rail-Trail and Rail with Trail alternatives scored equally in connectivity.



Bonita Springs looking south

Table 3.8. Connectivity Evaluation Results

Alternatives	Proximity to Essentials	Proximity to Parks	Proximity to Schools	Connectivity to Transit	Total Score
Rail-to-Trail	1	1	1	1	4
Rail-with-Trail (West Side)	1	1	1	1	4
Rail-with-Trail (East Side)	1	1	1	1	4
Off Rail	2	2	2	2	8

USER EXPERIENCE EVALUATION RESULTS

The data used to obtain the evaluation results for this criteria include GIS data for roadways and right-of way information within the study area. Based on the results of the data studied, the Rail-Trail, and Rail with Trail alternatives equally received high scores in this criteria. The Off Rail/ Adjacent to Roadway alternative received a significantly low score in this criteria. The results indicate that the use of the rail corridor allows for lower levels of stress and provides an easier route for navigation for users.



End of East Broadway looking towards Three Oaks Parkway

Table 3.9. User Experience Evaluation Results

Alternatives	Level of Stress	Navigation	Total Score
Rail-to-Trail	2	2	4
Rail-with-Trail (West Side)	2	2	4
Rail-with-Trail (East Side)	2	2	4
Off Rail	0	1	1

PROJECT READINESS EVALUATION RESULTS

The data used to obtain the evaluation results for this criteria include GIS data for roadways and right-of-way information within the study area. The locations and conditions of existing utilities, stormwater infrastructure, and structures were also analysed. Based on the results of the data studied, the Rail-Trail alternative scored higher in project readiness. The Off Rail/Adjacent to Roadway alternative received the lowest score in project readiness. The Off Rail alternative will require a significant amount of right-of-way acquisition and crosses a significant amount of roadway crossings.



Estero Parkway at Three Oaks Parkway

Table 3.10. Project Readiness Evaluation Results

Alternatives	Availability of Right-of-Way	Roadway Crossings	Infrastructure*	Total Score
Rail-to-Trail	2	2	4	8
Rail-with-Trail (West Side)	2	2	1	5
Rail-with-Trail (East Side)	1	2	0	3
Off Rail	0	0	2	2

* The Infrastructure category includes utilities, stormwater, and structures scores

LEVEL 2 SCREENING SUMMARY

The results of the level 2 screening shows that the Rail-to-Trail alternative ranked number 1 out of the four alternatives evaluated. The Rail-to-Trail alternative received high scores in service, user experience, and project readiness. The project readiness category was the Rail-to-Trail's highest scoring category. The Rail-with-Trail (west side) alternative ranked 2nd and the Rail-with-Trail (east side) alternative ranked 3rd. Both Rail-with-Trail alternatives performed the same in all categories, except for the project readiness category. Finally,

the Off Rail alternative ranked last out of the four alternatives. While the Off Rail alternative received a high score in connectivity, it received low scores in service, user experience, and project readiness. To conclude, the overall screening process has identified the Rail-to-Trail alternative as the alternative that best meets the projects goals.

Table 3.11. Summary of Evaluation Results

Alternatives	Service	Connectivity	User Experience	Project Readiness	Total Score	Rank
Rail-to-Trail	4	4	4	8	20	1
Rail-with-Trail (West Side)	4	4	4	5	17	2
Rail-with-Trail (East Side)	4	4	4	3	15	3
Off Rail	2	8	1	2	13	4



4

ENVIRONMENTAL ASSESSMENT

OVERVIEW

The Lee County Metropolitan Planning Organization (MPO) is working with a consultant team and local governments to evaluate if a shared-use path (path) is feasible between Alico Road and Bonita Beach Road in Lee County, Florida. The feasibility study evaluates three alternatives. Two of the alternatives are within the existing Seminole Gulf Railway (SGLR) corridor and one alternative is within the right-of-way (ROW) of existing roadways. This study is being conducted to be consistent with Florida Department of Transportation's (FDOT) Shared-Use Non-Motorized (SUN) Trail program. When the study is complete, it will recommend a preferred alternative to advance to the next phase of project development. This report identifies federal and state listed species, other protected species, and wetlands and other surface waters (OSW) within the study area.

LOCATION AND STUDY AREA

The project is located in Lee County, Florida. The proposed project begins at Alico Road and terminates at Bonita Beach Road (**Figure 4.1**). Alternatives 1 and 2 are located within the 130-foot (ft.) existing SGLR corridor and are approximately 12 miles in length. Alternative 3 is located within existing road ROW along Alico Road, Three Oaks Parkway, Broadway East, Sandy Lane, Via Coconut Point, Production Circle, and Old 41 Road, and is approximately 15 miles in length. The study area for the assessment of potential impacts for Alternatives 1 and 2 is limited to the existing corridor, which is 130 ft. wide. For consistency, the study area for Alternative 3 was also set at 130 ft. wide.

PROPOSED IMPROVEMENTS

There are three project alternatives being evaluated. A description for each alternative is provided below.

Alternative 1: SGLR Corridor

Alternative 1 will consist of the conversion of an inactive rail line to a shared use path. The rails and ties would be removed, and the path would be built on top of the existing track bed. This proposed alignment would replace the existing tracks, within the SGLR corridor, from Alico Road to Bonita Beach Road. The proposed path has a distance of approximately 12 miles..

Alternative 2: SGLR Corridor

Alternative 2 will consist of the construction of a shared use path that runs parallel to the rail line. The path would be built within the existing railroad ROW on the west side of the rail line. This proposed alignment runs adjacent to the existing tracks within the SGLR corridor, from Alico Road to Bonita Beach Road. The proposed path has a distance of approximately 12 miles.

Alternative 3: Existing Road ROW

Alternative 3 will run parallel to multiple existing roadways, typically within the existing ROW, with potential acquisition of property outside of the existing ROW. A majority of this proposed alignment runs adjacent to the existing roadway, using Alico Road, Three Oaks Parkway, Broadway East, Sandy Lane, Via Coconut Point, Production Circle, and Old 41 Road. The proposed path has a distance of approximately 15 miles.

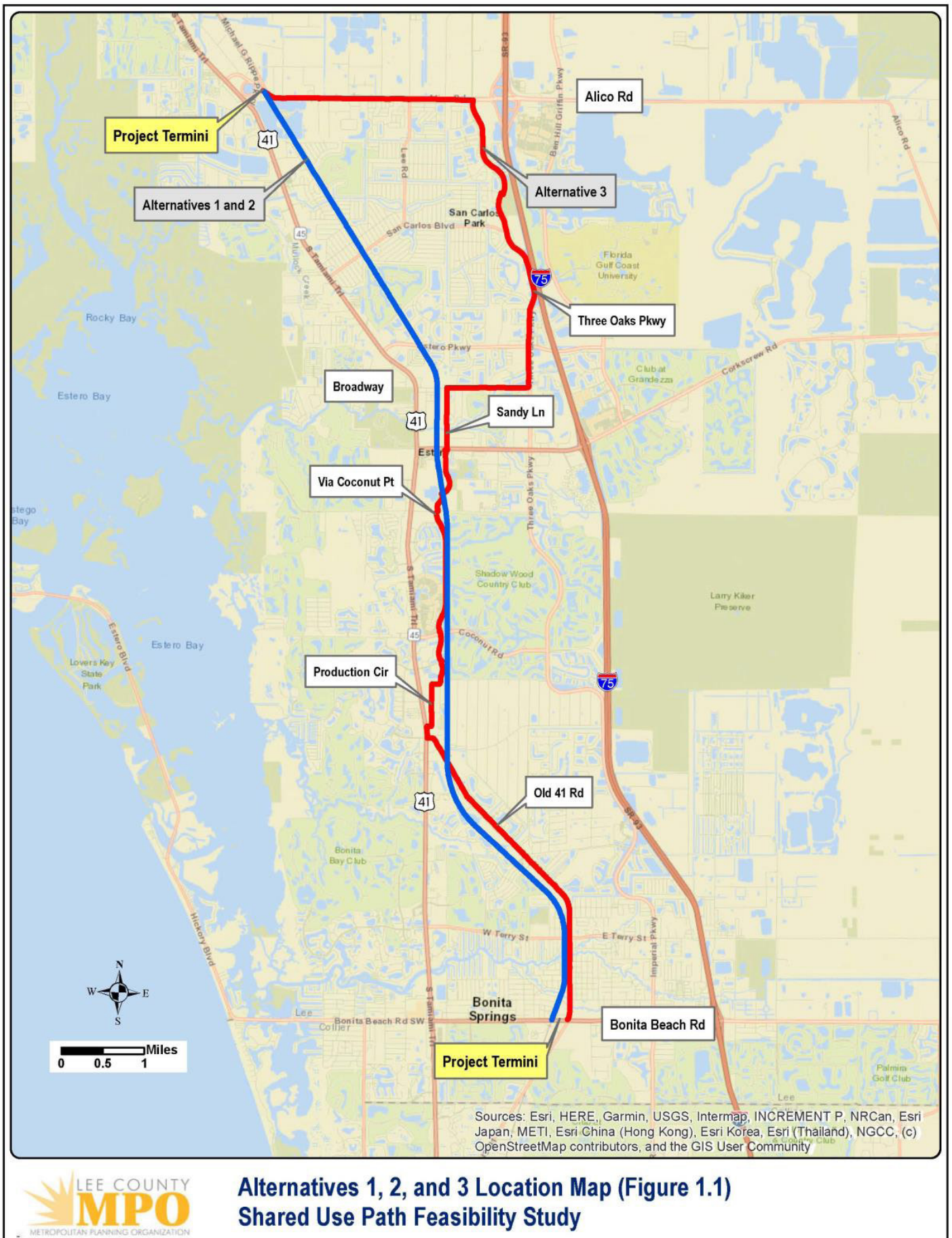


Figure 4.1 Project Location Map

EXISTING CONDITIONS

EXISTING FACILITY

Alternatives 1 and 2 are proposed within the existing SGLR corridor. The SGLR corridor includes forested and non-forested natural areas, OSW, and developed areas. OSW include Estero River, Imperial River, ponds, and ditches. Developed areas include the rail corridor (tracks, railroad ties, gravel, open sandy and sodded areas), residential and commercial areas, bridge crossings, parking lots, and sidewalks. The corridor intersects the following roads:

- Constitution Circle
- Sanibel Boulevard
- San Carlos Boulevard
- Vintage Trace Circle
- Estero Parkway
- Broadway East
- Corkscrew Road
- Via Coconut Point
- William Road
- Coconut Road
- Strike Lane
- Bernwood Parkway
- Imperial Harbor Boulevard
- Terry Street
- Pennsylvania Avenue
- Kentucky Street

Alternative 3 is proposed predominantly within existing road ROW (Alico Road, Three Oaks Parkway, Broadway East, Sandy Lane, Via Coconut Point, Production Circle, and Old 41 Road), with potential acquisition of property outside of the ROW. The study area for Alternative 3 is 130 ft. wide. The study area includes forested and non-forested natural areas, OSW, and developed areas. OSW include Estero River, Imperial River, ponds, and ditches. Developed areas include existing road ROW (sodded, open sandy areas, landscaped areas, and sidewalks), rail, residential and commercial areas, bridge crossings, parking lots, and sidewalks. The ROW intersects the following roads:

- Strike Lane
- Bernwood Parkway
- Imperial Harbor Boulevard
- Terry Street
- Childers Street

- Pennsylvania Avenue

LAND USE

The land use in the study area for Alternatives 1, 2, and 3 is provided according to the Water Management District's Statewide Land Use Land Cover (land use) data and utilizes Florida Land Use, Cover and Forms Classification System (FLUCCS) codes. The land use in the study area for Alternatives 1 and 2 is predominantly an existing railway corridor with adjacent land use consisting of urban and built-up (62%), agricultural (1.5%), barren land (2.64%), and transportation, communication, and utilities (1.89%). The land use in the study area for Alternative 3 is predominantly an existing road ROW with adjacent land use consisting of urban and built-up (61%), agricultural (0.75%), and transportation, communication, and utilities (19.4%). See **Table 4.1** for a breakdown of land use categories related to urban and built-up, agricultural, barren land, and transportation, communication, and utilities. Land Use Land Cover Maps for all alternatives are found in **Appendix B**. See Section 1.3.4 for land use categories for upland habitats and Section 3.3 for land use categories for wetlands and OSW.

SOILS

Lee County Soils in the study area for Alternatives 1, 2, and 3 can be found in **Table 4.2** and in the Soil Maps in **Appendix C**. Lee County soil map units with hydric ratings account for 88% of the study area for Alternatives 1 and 2. Lee County soil map units with hydric ratings account for 94% of the study area for Alternative 3.

Table 4.1. Land Use Mapped in the Study Area

Land Use (1)	Description	Alternatives 1 and 2 (%)	Alternative 3 (%)
Urban and Built-Up			
1110	Low Density, Fixed Single Family Units	3.26	2.41
1180	Residential, rural - one unit on 2 or more acres	3.47	0.05
1210	Medium Density, Fixed Single Family Units	17.47	13.57
1220	Medium Density, Mobile Home Units	1.45	0.00
1320	High Density, Mobile Home Units	0.83	0.18
1330	High Density, Multiple Dwelling Units, Low Rise	0.22	3.48
1340	High Density, Multiple Dwelling Units, High Rise	2.83	0.001
1400	Commercial and Services	9.42	16.12
1411	Shopping Centers	0.73	2.29
1423	Junk Yards	0.50	0.89
1490	Commercial and Services Under Construction	0.001	3.85
1550	Other Light Industrial	2.21	3.62
1700	Institutional	1.12	1.73
1710	Educational Facilities	0.00	1.85
1820	Golf Courses	5.50	0.00
1850	Parks and Zoos	1.67	1.36
1900	Open Land (Urban)	11.74	8.17
1920	Inactive Land with Street Pattern	0.00	1.48
Agriculture		1.5%	0.75%
2110	Improved Pastures	0.00	0.70
2120	Unimproved Pastures	1.09	0.00
2130	Woodland Pastures	0.00	0.04

Table 4.1. Land Use Mapped in the Study Area (Continued)

Land Use (1)	Description	Alternatives 1 and 2 (%)	Alternative 3 (%)
Agriculture		1.5%	0.75%
2240	Abandoned Tree Crops	0.41	0.00
Barren Land		2.64%	0%
7430	Spoil Areas	2.64	0.00
Transportation, Communication and Utilities		1.89%	19.4%
8140	Roads and Highways	1.38	19.34
8330	Water Supply Plants (including pumping stations)	0.001	0.00
8340	Sewage Treatment	0.51	0.05

(1) Land uses related to urban and built-up, agricultural, barren land, and transportation, communication, and utilities. See Section 1.4.5 for land use categories for upland habitats and Section 3.3 for land use categories for wetlands and water.

Table 4.2. Lee County Soils Mapped in the Study Areas

Map Unit	Soil Map	Description (1)	Hydric Rating (2)	Alternatives 1 and 2 (%)	Alternative 3 (%)
6	Hallandale fine sand	Poorly drained soil found in flatwood areas	Hydric	0.00	0.50
7	Matlacha-Urban land complex	Gravelly fine sand and urban land	Hydric	9.84	3.23
10	Pompano fine sand	Poorly drained soil found in sloughs	Hydric	0.00	1.36
13	Boca fine sand	Poorly drained soil found in flatwoods	Hydric	0.00	0.82
26	Pineda fine sand	Poorly drained soil found in sloughs	Hydric	0.00	1.96
27	Pompano fine sand, depressional	Poorly drained soil found in depressions	Hydric	0.00	0.53
28	Immokalee sand	Poorly drained soil found in flatwoods	Hydric	0.00	0.28
33	Oldsmar sand	Poorly drained soil found in low flatwoods	Hydric	0.00	1.01
36	Immokalee-Urban land complex	Fine sand and urban land	Hydric	26.50	23.30
49	Felda fine sand, depressional	Poorly drained soil found in depressions	Hydric	0.32	0.18
51	Floridana sand, depressional	Poorly drained soil found in depressions	Hydric	0.24	0.16
59	Urban land	85% of land is covered areas (buildings, streets, parking lots, sidewalks)	Hydric	0.00	0.04
64	Hallandale-Urban complex	Fine sand and urban land	Hydric	10.03	10.32
73	Pineda fine sand, depressional	Very poorly drained soil found in depressions	Hydric	0.01	0.45
99	Water	N/A	N/A	0.00	0.00
100	Waters of the Gulf of Mexico	N/A	N/A	0.22	0.08
102	Boca fine sand-Urban land complex, 0 to 2 percent slopes	Poorly drained soil found in drainageways and flatwoods on marine terraces	Hydric	5.28	8.44

Table 4.2. Lee County Soils Mapped in the Study Areas (Continued)

Map Unit	Soil Map	Description (1)	Hydric Rating (2)	Alternatives 1 and 2 (%)	Alternative 3 (%)
105	Copeland fine sandy loam, ponded-Urban land complex, 0 to 1 percent slopes	Very poorly drained soil found in depressions on marine terraces	Hydric	0.03	0.00
110	Felda fine sand-Urban land complex, 0 to 2 percent slopes	Poorly drained soil found in drainageways and flatwoods on marine terraces	Hydric	0.00	1.42
111	Felda fine sand, ponded- Urban land complex, 0 to 1 percent slopes	Very poorly drained soil found in depressions and on flats on marine terraces	Hydric	0.67	0.48
116	Isles fine sand, ponded-Urban land complex, 0 to 1 percent slopes	Very poorly drained soil found in depressions on marine terraces	Hydric	0.42	0.47
119	Malabar fine sand-Urban land complex, 0 to 2 percent slopes	Poorly drained soil found in flatwoods on marine terraces	Hydric	3.95	6.07
120	Malabar fine sand-ponded-Urban land complex, 0 to 1 percent slopes	Very poorly drained soil found in depressions on marine terraces	Hydric	0.00	0.13
122	Matlacha gravelly fine sand, limestone substratum-Urban land complex, 0 to 2 percent slopes	Somewhat poorly drained soil found on flats on marine terraces	Hydric	0.00	0.40
123	Myakka fine sand-Urban land complex, 0 to 2 percent slopes	Poorly drained soil found in drainageways on flatwoods on marine terraces	Hydric	1.69	1.56
125	Oldsmar sand-Urban land, 0 to 2 percent slopes	Poorly drained soil found in flatwoods on marine terraces	Hydric	0.00	1.45
127	Orsino find sand-Urban land complex, 0 to 5 percent slopes	Moderately well drained soil found on knolls and ridges on marine terraces	Non-hydric	1.59	1.71
129	Pineda fine sand-Urban land complex, 0 to 2 percent slopes	Poorly drained soil found on drainageways and flats on marine terraces	Hydric	8.78	5.56

Table 4.2. Lee County Soils Mapped in the Study Areas (Continued)

Map Unit	Soil Map	Description (1)	Hydric Rating (2)	Alternatives 1 and 2 (%)	Alternative 3 (%)
130	Pineda fine sand, ponded-Urban land complex, 0 to 1 percent slopes	Very poorly drained soil found in depressions on marine terraces	Hydric	0.25	0.64
131	Pompano fine sand-Urban land complex, 0 to 2 percent slopes	Poorly drained soil found on flats on marine terraces	Hydric	7.03	4.08
132	Pompano fine sand, ponded-Urban land complex, 0 to 1 percent slopes	Very poorly drained soil found in depressions on marine terraces	Hydric	5.49	1.29
134	Satellite fine sand-Urban land complex, 0 to 2 percent slopes	Somewhat poorly drained soil found in flatwoods and on rises on marine terraces	Hydric	0.06	0.82
136	Valkaria fine sand-Urban land complex, 0 to 2 percent slopes	Poorly drained soil found in drainageways on flats on marine terraces	Hydric	12.24	12.55
141	Cocoa fine sand-Urban land complex, 0 to 2 percent slopes	Moderately well drained soil found in flatwoods and on rises on marine terraces	Hydric	4.76	0.58
146	Valkaria fine sand-ponded-Urban land complex, 0 to 1 percent slopes	Poorly drained soil found in flatwoods in drainageways and marine terraces	Hydric	0.74	0.58
149	Valkaria fine sand-ponded-Urban land complex, 0 to 1 percent slopes	Very poorly drained soil found in depressions on marine terraces	Hydric	0.00	0.56
Hydric Soils				88%	94%
Non-Hydric Soils				12%	6%

(1) Soil Survey of Lee County, Florida and the Web Soil Survey. (2) NRCS State Hydric Soils List for Florida.

UPLAND HABITATS

Upland habitats in the study area are based on land use and habitats referenced as likely in the Florida Natural Areas (FNAI) Standard Data Report. Upland habitats include both forested and non-forested systems. Land uses pertaining to upland communities in the study area for all alternatives can be found in **Table 4.3**. The FNAI Report references mesic flatwoods and scrub habitats as likely occurring in the study area for Alternatives 1, 2, and 3.

OTHER NATURAL FEATURES

Estero Bay Tributaries, which are listed as Outstanding Florida Waters (OFWs), are located in the study area for Alternatives 1, 2, and 3 (**Figure 4.2**). OFW's are waterbodies within the state which are worthy of special protection because of their natural attributes (62-302.700 F.A.C.). Managed lands located near the study area include the Koreshan Preserve and Koreshan State Park, which are located approximately one-quarter of a mile from Alternatives 1 and 2 (**Figure 4.3**). In addition

Table 4.3. Land Use Categories for Uplands Mapped in the Study Area

Land Use	Description	Alternatives 1 and 2 (% Study Area)	Alternatives 3 (% Study Area)
Uplands		26.88%	10.58%
3100	Herbaceous (Dry Prairie)	0.11	2.55
4100	Pine Flatwoods	6.55	3.67
200	Upland Hardwood Forests	1.42	0.22
4220	Brazilian Pepper	7.62	2.10
4240	Melaleuca	6.33	1.00
4340	Upland Mixed - Coniferous/Hardwood	4.84	1.04

1) Land uses related to upland habitats.

to managed lands, Strategic Habitat Conservation Areas (SHCA) are located in the study area for Alternatives 1, 2, and 3 (**Figure 4.3**). Strategic Habitat Conservation is an interagency approach to conservation that focuses on identifying habitats that need protection to support various species. SHCA are lands that have not yet been placed in conservation but have been identified as needing protection to maintain the State's biodiversity.

Areas classified as Conservation land use on the Village of Estero Future Land Use Map 2040 are located adjacent to Alternatives 1, 2, and 3. Two Conservation land use areas are located north of Broadway, one east of the proposed path for Alternatives 1 and 2, and the other north and

west of the proposed path for Alternative 3. Other Conservation land use areas are located adjacent to the proposed path Alternatives 1, 2, and 3 on the east and west sides of the path, near the Imperial River. No areas zoned as Environmentally Critical are shown on the Official Zoning Map for the Village of Estero in the vicinity of the study area for Alternatives 1, 2, or 3. See <https://estero-fl.gov/village-comprehensive-plan/> for a copy of the Village of Estero Future Land Use Map 2040 and <https://estero-fl.gov/ldcoverlay/> for a copy of the Official Zoning Map for the Village of Estero.

Environmentally Critical land use areas (wetlands) on the Lee County Future Land Use Map are located adjacent to Alternative 3, along Three Oaks Parkway.

No Conservation Lands – Upland or Conservation Lands – Wetland are shown on the Lee County Future Land Use Map for the study area for Alternatives 1, 2, or 3. No areas zoned as Environmentally Critical are shown on the Lee County Zoning application in the vicinity of the study area for Alternatives 1, 2, or 3. See <https://www.leegov.com/dcd/planning/flum> for a copy of the Lee County Future Land Use Map and the Find My Zoning App for Lee County at <https://experience.arcgis.com/experience/c68539d38ac14bc7beb192c951f85b4e>.

No Conservation, Conservation Fringe, or Resource Protection land use areas are shown on the City of Bonita Springs Future Land Use Map 2040. No areas zoned as Environmentally Critical are shown on the City of Bonita Springs Zoning Districts map in the vicinity of the study area for Alternatives 1, 2, or 3. See https://cityofbonitaspringscd.org/forms/FLUM_2040_20210119_final.pdf for a copy the Future Land Use Map 2040 and https://cityofbonitaspringscd.org/forms/Zoning_22x39.pdf for a copy of the City of Bonita Springs Zoning Districts map.

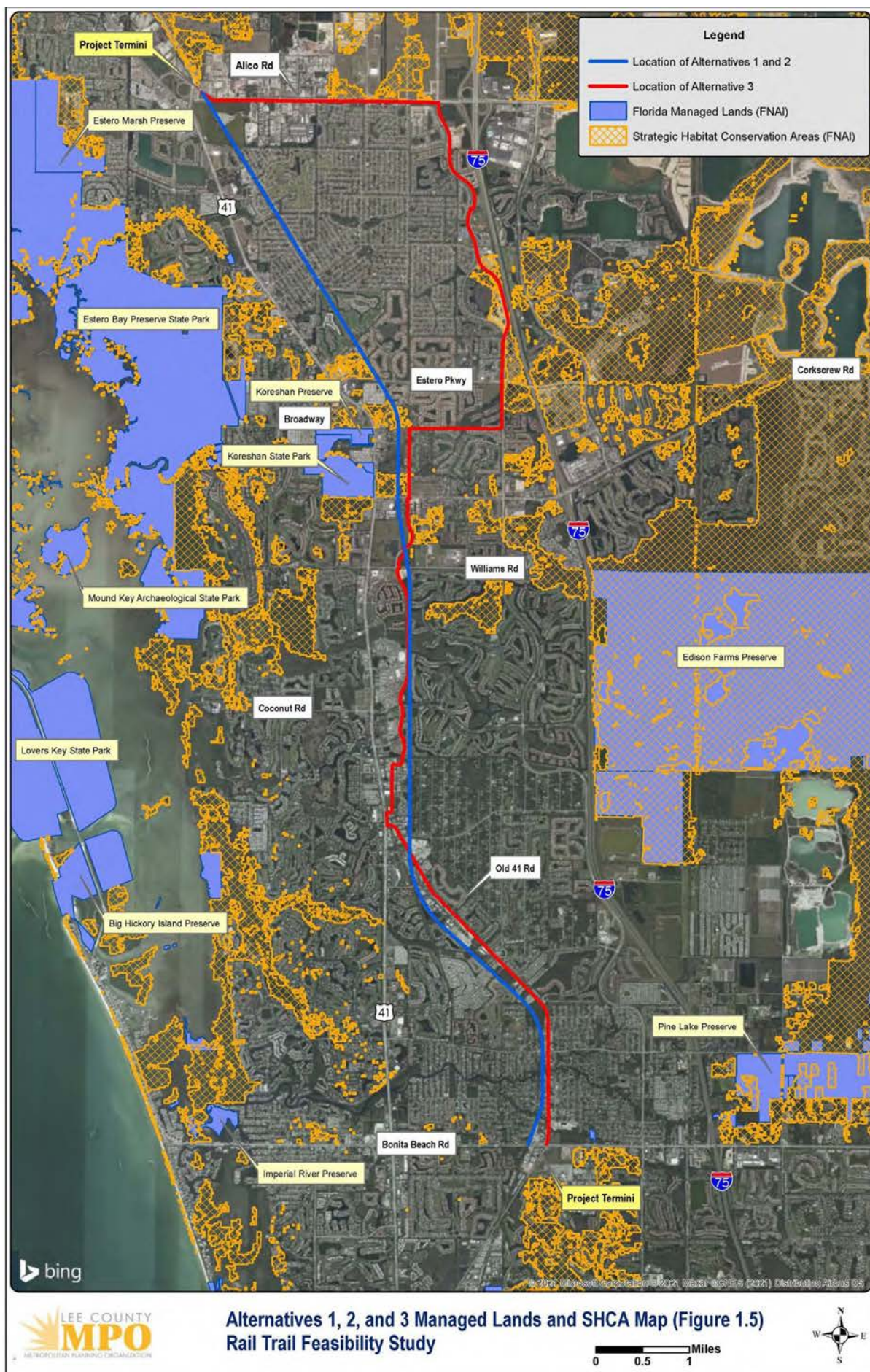


Figure 4.3 Florida Managed Lands and Strategic Habitat Conservation Areas Map
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PROTECTED SPECIES AND HABITAT

INTRODUCTION

This section of the report evaluates the potential for state and federally listed species and other protected species to occur in the study area. This includes species that may inhabit, forage, nest, or otherwise utilize the study area. Federally listed species are those species that have been designated as Endangered or Threatened at the federal level. Federally listed species are protected under the Endangered Species Act (ESA) of 1973, as amended. The U.S. Fish and Wildlife Service (FWS) and the National Marine Fisheries Service (NMFS) have jurisdiction over federally listed species. State listed species are those species that have been designated as Endangered or Threatened at the state level. State listed species are protected under the Florida Endangered and Threatened Species Act of 1977, Chapter 379 Section 2291 and Florida Statutes and Chapter 68A-27, Florida Administrative Code (FAC). The Florida Fish and Wildlife Conservation Commission (FWC) has jurisdiction over state listed species. Other protected species are those species that are not State or Federally listed but that are protected according to management plans, acts, or by local government regulations. Acts that provide species protection include the Bald and Golden Eagle Protection Act, amended in 1942, the Migratory Bird Treaty Act, and the Marine Mammal Protection Act of 1972. Local government regulations that provide species protection include the Lee County land development regulations, which provide protection to Southern bald eagles, sea turtles, and other animal and plant species.

METHODOLOGY

Agency data searches and literature reviews were conducted to determine the presence of federally and state listed species and critical habitat (CH) for federally listed species within the study area. This analysis included an informal FWS Information for Planning and Consultation (IPaC) report (**Appendix C**), a Florida Natural Areas Inventory FNAI Standard Data Report (**Appendix E**), and an FNAI Tracking list for Lee County. The Lee County Protected Species List (Lee County Land Development Code), FWS critical habitat GIS data, and FWC species

observations and occurrences GIS data was also reviewed. A 65-ft. buffer from the centerline of the proposed path was used for the informal IPaC report to correspond with the 130 ft. study area for each alignment. Bears and bird species were considered even if they were documented outside of the 130-ft. study area.

FEDERAL AND STATE LISTED WILDLIFE SPECIES

Federal and state listed species potentially occurring in the study area or that may be affected by the project can be found in **Table 4.1**. The list was compiled from the results of the informal IPaC report (Appendix C), the Florida Natural Areas Inventory FNAI Standard Data Report (**Appendix E**), and an FNAI Tracking list for Lee County. **Table 4.1** represents species that may be found in the study area based on factors such as a species range, habitat, vegetation, soils, climate, land use, or other factors. In some cases, a species has been recorded in the vicinity of the study area and it is possible that the species may utilize the study area, even if it has not been observed or documented.

The following terms from FNAI are used in this report: **Documented** species are species that have been documented on or near the site. **Potential** species are those species within a known or predicted range or habitat based on expert knowledge and environmental variables such as climate, soils, topography, and landcover (based on a one square mile area). **Likely** species are those species likely to occur on the site based on suitable habitats and/or known occurrences in the area.

The following species status abbreviations are used in the species tables: Candidate (C), Endangered (E), Federal Designated Endangered (FE), Federal Designated Threatened (FT), Federal Threatened due to similarity of appearance (FT/SA), Treated as threatened due to similarity of appearance to a species which is federally listed (SAT), State population listed as Threatened by the FWC (ST), and Threatened (T).

Table 4.4. Federal and State Listed Wildlife Species Potentially Located in Study Areas

Scientific Name	Common Name	Federal Status	State Status	Critical Habitat Present in the Study Area (3)
Birds				
<i>Antigone canadensis pratensis</i>	Florida sandhill crane (2)		ST	N/A
<i>Aphelocoma coerulescens</i>	Florida scrub-jay (1, 2)	T	FT	N/A (5)
<i>Caracara cheriway</i>	Crested Caracara (2)	T	FT	N/A (5)
<i>Charadrius melodus</i>	Piping plover (2)	T	FT	No
<i>Calidris canutus rufa</i>	Red knot (1)	T		N/A (5)
<i>Calidris nivosus</i>	Snowy plover (2)		ST	N/A
<i>Egretta caerulea</i>	Little blue heron (2)		ST	N/A
<i>Egretta rufescens</i>	Reddish egret (2)		ST	N/A
<i>Egretta tricolor</i>	Tricolored heron (2)		ST	N/A
<i>Falco sparverius paulus</i>	Southeastern American kestrel (2)		ST	N/A
<i>Haematopus palliatus</i>	American oystercatcher (2)		ST	N/A
<i>Haliaeetus leucocephalus</i>	Bald Eagle (1,2)	(4)		N/A
<i>Mycteria Americana</i>	Wood stork (1)	T	FT	N/A (5)
<i>Picoides borealis</i>	Red-cockaded woodpecker (1,2)	E	FE	N/A (5)
<i>Platalea ajaja</i>	Roseate spoonbill (2)		ST	N/A
<i>Rostrhamus sociabilis plumbeus</i>	Everglade snail kite (1,2)	E	FE	No
<i>Rynchops niger</i>	Black skimmer (2)		ST	N/A
<i>Sternula antillarum</i>	Least tern (2)		ST	N/A

Table 4.4. Federal and State Listed Wildlife Species Potentially Located in Study Areas (Continued)

Scientific Name	Common Name	Federal Status	State Status	Critical Habitat Present in the Study Area (3)
Fish				
<i>Acipenser oxyrinchus desotoi</i>	Gulf sturgeon	T	FT	No
Mammals				
<i>Blarina shermani</i>	Sherman's Short-tailed Shrew (2)		ST	N/A
<i>Eumops floridanus</i>	Florida Bonneted Bat (1,2)	E	FE	N/A (6)
<i>Oryzomys palustris sanibeli</i>	Sanibel Island Rive Rat (2)		ST	N/A
<i>Puma concolor coryi</i>	Florida Panther (1,2)	E		N/A (5)
<i>Puma concolor</i> (all subsp. Except <i>coryi</i>)	Puma (1)	SAT		N/A
<i>Scirus niger avicennia</i>	Mangrove fox squirrel		ST	N/A
<i>Trichechus manatus</i>	West Indian manatee (1,2)	F		No
<i>Ursus americanus floridanus</i>	Florida black bear (2)		(4)	N/A
Reptiles				
<i>Alligator mississippiensis</i>	American alligator (1,2)	SAT	FT/S/A	N/A
<i>Crocodylus acutus</i>	American crocodile (1)	T		No
<i>Caretta caretta</i>	Loggerhead sea turtle (1)	T	FT	No
<i>Chelonia mydas</i>	Green sea turtle (2)	T	FT	N/A (5)
<i>Dermochelys coriacea</i>	Leatherback sea turtle (2)	E	FE	No
<i>Drymarchon couperi</i>	Eastern indigo snake (1,2)	T	FT	N/A (5)
<i>Eretmochelys imbricata</i>	Hawksbill sea turtle (2)	E	FE	No
<i>Gopherus polyphemus</i>	Gopher tortoise (2)	C	ST	N/A
<i>Lepidochelys kempii</i>	Kemp's Ridley sea turtle (1)	E		(5)

Notes: (1) Source: USFWS Informal IPaC, (2) Source: FNAI Tracking List for Lee County and/or FNAI Standard Data Report, (3) Source: FWS GIS files and final critical habitat published in the federal register, (4) Other protections, including the Golden and Bald Eagle Act and the Bear Management Plan, (5) No critical habitat has been designated, and (6) Critical habitat is proposed but it does not include Lee County.

Table 4.5. Land Use Categories (Lee County Protected Species List) in the Study Area

Land Use	Description	Alternatives 1 and 2	Alternatives 3
3100	Herbaceous (Dry Prairie)	X	X
4100	Pine Flatwoods	X	
5110	Natural River, Stream, Waterway	X	X
5120	Channelized Waterway	X	
5300	Reservoirs	X	X
6170	Mixed Wetlands Hardwoods	X	X
6300	Wetland Forested Mixed	X	X

The Lee County Land Development Code includes a Protected Species List, which provides land use categories that may provide support to protected species. See **Table 4.5** for the land use categories referenced in the Lee County Protected Species List that are found in the study area.

According to the FNAI report, one federally protected and one state protected wildlife species are likely to occur in the study area for Alternatives 1 and 2 (**Table 4.6**). Four federally listed and one state listed wildlife species are documented or likely to occur in the study area for Alternative 3 (**Table 4.7**). The study area for Alternatives 1, 2, and 3 are located within a wood stork core foraging area.

Table 4.6. Federal and State Listed Wildlife Species Documented or Likely (Alternative 1 and 2)

Scientific Name	Common Name	Federal Status	State Status	Documented or Likely to Occur (3)
<i>Mycteria americana</i>	Wood Stork	T	FT	Likely
<i>Sciurus niger avicennia</i>	Mangrove Fox Squirrel		ST	Likely

Source: (1) FNAI Tracking List for Lee County and/or FNAI Standard Data Report.

Table 4.7. Federal and State Listed Wildlife Species Documented or Likely (Alternative 3)

Scientific Name	Common Name	Federal Status	State Status	Documented or Likely to Occur (3)
<i>Drymarchon couperi</i>	Eastern Indigo Snake	T	FT	Likely
<i>Gopherus poluphemus</i>	Gopher Tortoise	C	ST	Likely
<i>Mycteria americana</i>	Wood Stork	T	FT	Likely
<i>Puma concolor coryi</i>	Florida Panther	E		Documented
<i>Sciurus niger avicennia</i>	Mangrove Fox Squirrel		ST	Likely

Source: (1) FNAI Tracking List for Lee County and/or FNAI Standard Data Report.

FEDERAL AND STATE LISTED PLANT SPECIES

A list of federal and state listed plant species that have the potential to occur in the study area according to FNAI can be found in **Table 4.8**.

Table 4.8. Listed Plant Species Potentially Located in the Study Area

Scientific Name	Common Name	Federal Status	State Status
<i>Acrostichum aureum</i>	Golden leather fern (2)		T
<i>Asplenium serratum</i>	American bird's nest fern (2)		E
<i>Celtis iguanaea</i>	Iguana hackberry (2)		E
<i>Celtis pallida</i>	Spiny hackberry (2)		E
<i>Chamaesyce cumulicola</i>	Sand-dune spurge (2)		E
<i>Deeringothamnus pulchellus</i>	Beautiful pawpaw (1,2)	E	E
<i>Dendrophylax lindenii</i>	Ghost orchid (2)		E
<i>Eragrostis pectinacea var. tracyi</i>	Sanibel lovegrass (2)		E
<i>Eugenia confusa</i>	Tropical ironwood (2)		E
<i>Eugenia rhombea</i>	Red stopper (2)		E
<i>Glandularia tampensis</i>	Tampa vervain (2)		E

Table 4.8. Listed Plant Species Potentially Located in the Study Areas (Continued)

Scientific Name	Common Name	Federal Status	State Status
<i>Harrisia aboriginum</i>	Aboriginal prickly apple (1,2)	E	E
<i>Lantana depressa</i> var. <i>sanibelensis</i>	Gulf Coast Florida lantana (2)		E
<i>Lythrum agellare</i>	Lowland loosestrife (2)		E
<i>Nolina atopocarpa</i>	Florida beargrass (2)		T
<i>Nymphaea jamesoniana</i>	Sleeping beauty waterlily (2)		E
<i>Ophioglossum palmatum</i>	Hand fern (2)		E
<i>Pteroglossaspis ecristata</i>	Giant orchid (2)		T
<i>Schizaea pennula</i>	Ray fern (2)		E
<i>Stylisma abdita</i>	Scrub stylisma (2)		E
<i>Tillandsia exuosa</i>	Banded wild-pine (2)		T
<i>Zephyranthes simpsonii</i>	Redmargin zephyrlily (2)		T

Sources: (1) USFWS Informal IPaC and (2) FNAI Tracking List for Lee County.

According to the FNAI report, one state listed plant species is likely to occur in the study area for Alternatives 1, 2, and 3 (**Table 4.9**).

Table 4.9. Federal and State Listed Plant Species Documented or Likely in the Study Area

Scientific Name	Common Name	Federal Status	State Status	Documented or Likely to Occur (1)
<i>Stylisma abdita</i>	Scrub stylisma		E	Likely

Source: (1) FNAI Tracking List for Lee County and/or FNAI Standard Data Report

OTHER PROTECTED SPECIES

Other protected species evaluated for their potential to occur in the study area for the alternatives include: The Bald Eagle (*Haliaeetus leucocephalus*) and the Florida Black Bear (*Ursus americanus floridanus*). The bald eagle is protected under the Bald and Golden Eagle Protection Act, amended in 1942. The Florida black bear is protected under Chapter 68A-4.009, F.A.C. A bald eagle nest was documented within 660 ft. of the study area for Alternative 3 in a past survey (**Appendix G**). According to the data accessed from the FWC Eagle Nest Locator in December 2021, the nest was last active in 2013.

The study area for Alternatives 1, 2, and 3 are located in the South Black Bear Management Unit. Black bear mortalities and black bear related calls to FWC have been documented adjacent to the study area for Alternatives 1, 2, and 3 in **Appendix F**. The FNAI report also showed the Florida black bear as being likely to occur in the study area for Alternatives 1, 2, and 3.

This evaluation was based on a desktop analysis. A survey of the proposed path project for the potential for listed and other protected species will be required prior to or during the design phase. Efforts to avoid or minimize impacts to species and protective species measures will be evaluated during project design. Impacts to species (and/or species habitat) will require permits from the regulatory agencies (including but not limited to the USFWS and FWC).

WETLANDS AND OTHER SURFACE WATERS

INTRODUCTION

This section of the report evaluates the potential for state and federally jurisdictional wetlands to occur in the study area. The USACE has jurisdiction over waters of the U.S at a federal level, with the support of the EPA (Section 404 of the CWA and Section 10 of the Rivers and Harbors Act). In Florida, the FDEP and the Water Management Districts (WMD) have jurisdiction over wetlands and OSW at the state level. The FDEP also regulates activities occurring on sovereign submerged lands. This analysis was based on a desktop analysis for the presence of wetlands and OSW that have the potential to be impacted. Once an alternative is selected, a wetland delineation will be required in accordance with the USACE 1987 Wetland Delineation Manual and 2010 Regional Supplement and the FDEP Wetland Delineation Manual. Impacts to jurisdictional wetlands and OSW require permits from the regulatory agencies that have jurisdiction.

METHODOLOGY

Existing data from the FWS National Wetlands Inventory (NWI), the USDA NRCS Soil Survey for Lee County, land use, US Geological Survey (USGS) topographic maps, and aerial photographs was reviewed to identify potential wetlands and OSW that occur in the study area for each alternative. Wetlands and OSW were based (and classified) primarily on the mapped National Wetlands Inventory (NWI), with adjustments made for existing roads and development. Land uses corresponding to wetlands and OSW were also provided.

WETLANDS AND OTHER SURFACE WATERS

Alternatives were evaluated for the presence of wetlands and OSW in the study area. Wetland habitats include both forested and non-forested systems. Based on desktop analysis of NWI data, there are approximately 6.6 acres of wetlands and OSW in the study area for Alternatives 1 and 2. Based on desktop analysis of NWI data, there are approximately 8.8 acres of wetlands and OSW in the study area for Alternatives 3. NWI wetlands and OSW types that correspond to wetlands and OSW can be found in **Table 4.10** for all alternatives. See **Appendix G** for NWI Maps. Land uses corresponding to wetlands and OSW can be found in **Table 4.11**. See **Appendix B** for Land Use Land Cover Maps.

Table 4.10. Wetlands and Other Surface Waters Mapped in the Study Area

NWI Type	Land Use	Alternatives 1 and 2 (ac.)	Alternative 3 (ac.)
Freshwater Forested and Shrub Wetlands	6250, 6300, 6170, & 6191	2.54	5.11
Freshwater Emergent	None cross-referenced	0.28	0.17
Estuarine and Marine Wetlands, Freshwater Ponds, Lakes, and Riverine	5110, 5120, & 5300	3.77	3.50
Estimated NWI Wetlands and OSW		6.6	8.8

Source: Mapped National Wetlands Inventory (NWI), with adjustments made for existing roads and development.

Table 4.11. Land Use Categories for Wetlands and Other Surface Waters Mapped in the Study Area

Land Use (1)	Description	Alternatives 1 and 2 (% Study Area)	Alternative 3 (% Study Area)
Wetlands and Other Surface Waters		4.67%	8.21%
5110	Natural River, Stream, Waterway	0.09	0.06
5120	Natural River, Stream, Waterway	0.06	0.00
5300	Reservoirs	0.07	1.16
6170	Mixed Wetland Hardwoods	0.00	0.00
6191	Wet Melaleuca	0.00	0.11
6250	Hydric Pine Flatwoods	4.45	6.18
6300	Wetland Forested Mixed	0.00	0.47

(1) Land uses related to wetlands and OSW.

Based on the desktop analysis using existing NWI data, Alternative 3 has a larger acreage of wetland and OSW in the study area than Alternatives 1 and 2. A wetland delineation to determine the limits of wetlands and OSW for the proposed path will be conducted prior to design. Additionally, efforts to avoid or minimize impacts to wetlands and OSW will be performed during project design. Impacts to jurisdictional wetlands and OSW that cannot be avoided will require permits from the regulatory agencies (including but not limited to the USACE, FDEP and the South Florida Water Management District).

5

STORMWATER MANAGEMENT ANALYSIS

OVERVIEW

The study area is within multiple drainage basins including Mullock Creek [WBID 3258C2], Estero River [WBID 3258D3], Halfway Creek [WBID 3258D4], Spring Creek [WBID 3258H3], Imperial River [WBID 3258EA], Imperial River (Marine Segment) [WBID 3258EB], Oak Creek [WBID 3258F] with indirect outfall to Estero Bay. The drainage basins are displayed on the drainage map. Information contained within this report is based on the best available information. Information in this report should be field verified prior to final design.

The stormwater drainage system consists of open ditches along the route of the study area. Stormwater runoff from existing impervious areas is collected within ditches/swales and convey runoff to stormwater management facilities and indirectly to Estero Bay through rivers and creeks. There are five crossing in Alternative 1&2 four discharge stormwater into the Oak Creek, Imperial River, Estero River and Mullock Creek respectively. Alternative 3 will also cross the rivers and creeks with runoff from ditches as well.

FLOODPLAINS

There are [10] Flood Insurance Rate Maps [FIRM] within the study limits for Federal Emergency Management Agency [FEMA]. The panel numbers associated with these maps are 12071C0577G, 12071C0581F, 12071C0579F, 12071C0583F, 12071C0591G, 12071C0593G, 12071C0656F, 12071C0657F, 12071C0659F, and 12071C0658F, refer to appendix A. The FEMA FIRMs indicate existing flood zones A, AE, AH, and X within the study area. The flood zones show AE throughout with AH generally from the Estero Community Park south to Coconut Road adjacent to Coconut Point Shopping Center, X along Alico Road and A along all other roads crossing the project corridor, see 100-Year Floodplain Map. Zone AE and AH are considered 100-year floodplains with base flood elevations while zone A has no base flood elevation determined.

Alternative 1, Rail to Trail, sits above the floodplain except for approximately 1 ac of impervious area between Constitution Circle and Alico Road. Alternative 2, Rail with Trail, would have the trail run adjacent to the rail which will have floodplain

Impacts since there are swales graded below floodplain base elevations. Alternative 3, trail adjacent to roadway, will have floodplain impacts as well in areas graded below base elevations with drainage features impacted. Based on this existing information there will likely be floodplain mitigation required. Existing information provided from the Village of Estero stated in 2017 there was a flooding issue in communities located upstream of the railroad ditch between Estero Parkway and the Estero river. A lack of routine maintenance was the cause and preventive maintenance as called for in the stormwater masterplan will alleviate this problem.

EXISTING PERMITS

According to the South Florida Water Management District (SFWMD) online permitting portal the Seminole Gulf Rail Corridor from south of Alico Road to Bonita Beach Road has adjacent businesses land development projects to crossing roadway drainage improvement projects. Alternative 3, off rail/adjacent to the roadway, has permits under Old 41, Sandy Lane, Broadway, Three Oaks parkway and Alico Road.

PERMITTING REQUIREMENTS

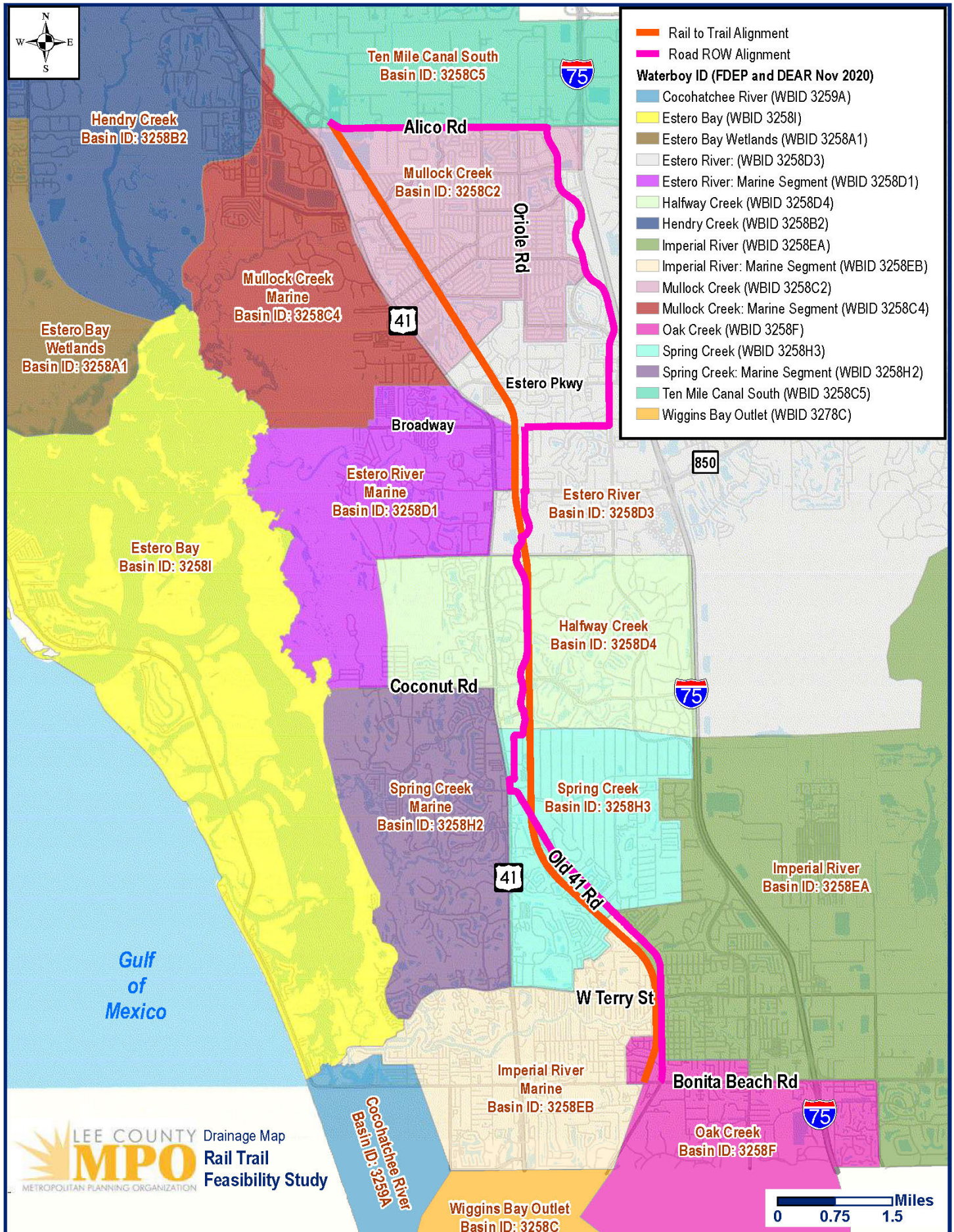
In general, trail projects are exempt from permitting pursuant to Rule 62.330.051[10] of the Florida Administrative Code, as long as:

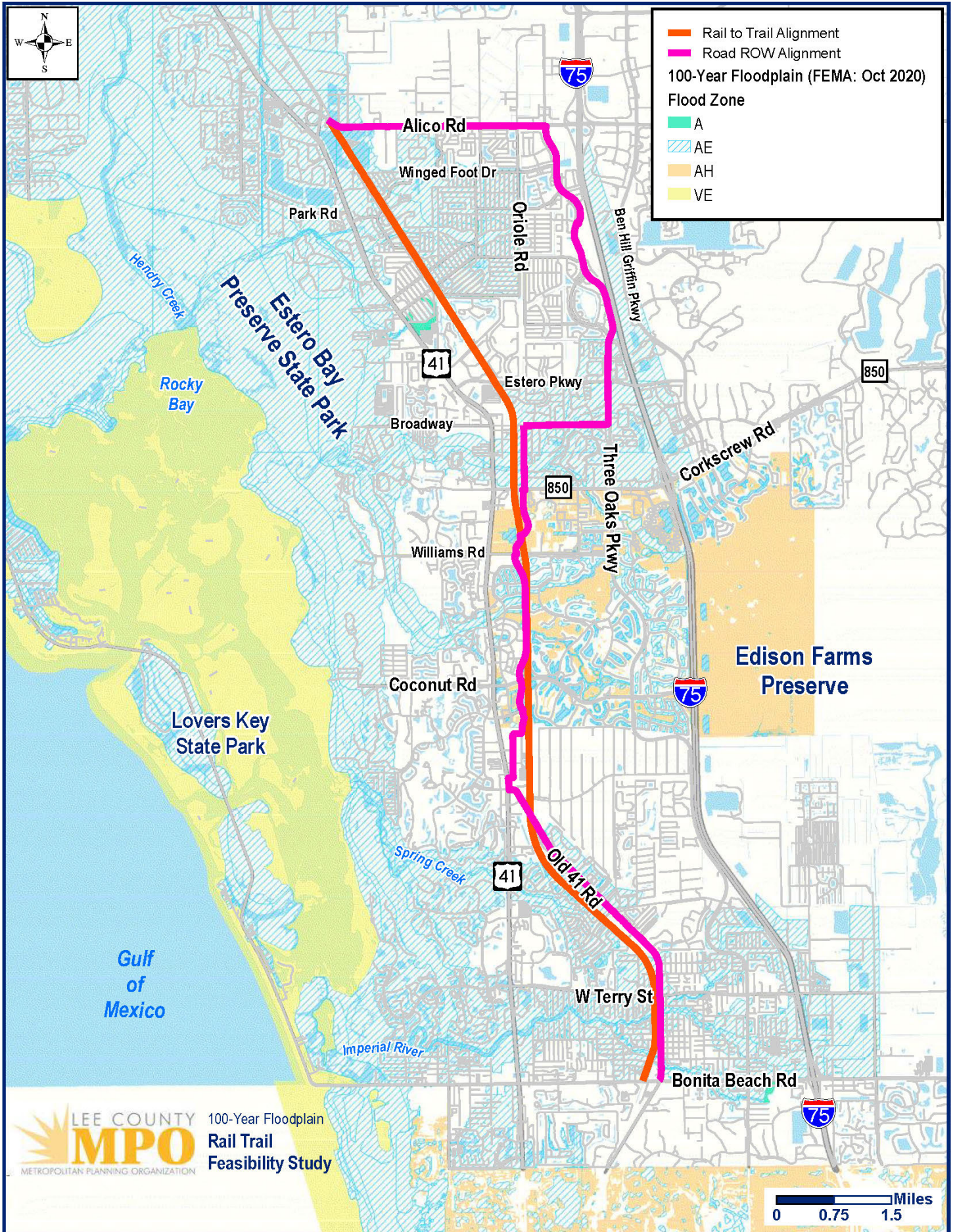
- They are not located in, on, or over wetlands or other surface waters
- There is no reduction in the capacity of existing swales, ditches, or other stormwater management systems legally in existence under chapter 403 or part IV of chapter 373, F.S.;
- Have a width of eight feet or less for pedestrian paths, and 14 feet or less for multi-use recreational paths
- Are not intended for use by motorized vehicles powered by internal combustion engines or electric powered roadway vehicles, exempt when needed for maintenance or emergency purposes
- The paths comply with the limitations and restrictions in subsection 62-330.050(9), F.A.C.

If a trail would not qualify for an exemption due to other surface water impacts, an individual permit would be required for Alt 1 and 2. The trail

impervious area would still be exempt from treatment and attenuation requirements; however, floodplain impacts would need to be addressed. All 3 alternatives impact previously permitted stormwater management systems and may require separate permit modifications. Permitting needs should be reassessed during each phase of the project (PDE/ Final Design).

The following local governments may require some form of permitting for this project: Village of Estro, Clty of Bonita Springs and Lee County.





6

UTILITY IMPACTS

OVERVIEW

As part of the final screening process for this study, Cardno, Inc. (Cardno) conducted an inventory of existing above- and below-ground utilities within the corridors of the final three alternatives. The inventory includes existing utilities such as power and cable lines, telephone service, and pipes that are located within the public right-of-way (ROW) of the road corridors and the ROW of the SGLR corridor. Cardo also conducted an inventory of identified existing ROW for the three alternatives, which is called ROW considerations.

The utilities inventory and ROW identification are key steps for evaluating an alignment’s feasibility. For example, a proposed alignment is not feasible if there is not enough ROW for a multi-use trail, especially if a corridor is constrained by existing utilities, roads, and buildings. Typically, relocating a utility is cost-prohibitive for a multi-use trail, and an adequate buffer should be present between an existing utility, existing infrastructure, and multi-use trail for people to safely use the trail. In areas where above-ground utilities are not present, there still needs to be ample ROW to design and build a multi-use trail that is consistent with national best practices.

This chapter summarizes the methodology and findings for the existing utilities inventory and ROW identification. For identification of right of way needs based upon the trail typical section geometry, refer to SECTION XX . Table 8.1 provides an inventory of the existing utilities that Cardno was able to identify using available data sources. Note SGRL was contacted in this process however they chose not to participate.

METHODOLOGY

To identify existing utilities present in the corridors, Cardno acquired the utility data by various means. Cardno executed a design ticket via Sunshine Utility Locates to confirm the various utilities within the rail corridor. The identified UAOs were contacted directly through email and phone conversations. The UAOs supplied available record information via plan mark ups and CADD files. This information was then transferred into working documents so the information could be more readily managed.

Refer to **Table 6.1**. Additionally, Cardno performed field observations along the road ROW and only the publicly accessible railroad ROW to supplement and confirm the data provided. While there was correspondence between Cardno and SGLR, SGLR did not provide data for the utility’s assessment. As noted the utility information is based upon record data and visual observations only. No subsurface utility engineering (SUE) has been performed to verify underground utility types, sizes and locations. In addition, the inventory is supported via the Lee County Property Appraisers and Lee County GIS. Their ROW CADD files and currently available aerals were utilized in the base files to evaluate the corridors. This data is very reliable for planning purposes. Actual surveys of the corridor ROWs were not available for the assessment procedures. This content is also represented in an attached plan exhibits. Again, SGLR did not supply any of the data obtained.

LIST OF UTILITY AGENT/OWNERS WITHIN STUDY AREA

- | | |
|-----|---|
| 1. | AT&T |
| 2. | City of Bonita Springs Utility (BSU) |
| 3. | CenturyLink Communications
(CenturyLink) |
| 4. | Comcast Communications
(Comcast) |
| 5. | Florida Power & Light (FPL) |
| 6. | Hotwire Communications |
| 7. | Lee Memorial Health |
| 8. | Lee County Signal (LCDOT) |
| 9. | Lee County Utility (LCU) |
| 10. | Crown Castle Communications
(Crown Castle) |
| 11. | Summit Broadband Communications
(Summit) |
| 12. | TECO Peoples Gas (TECO) |
| 13. | Resource Conservation Systems |

UTILITIES ASSESSMENT

There are at least 12 different utility agency owners (UAOs) within the various corridors. Along the rail corridor the majority of the utilities are found within the road ROW at the rail crossings. The alignment along the road corridor utilities are observed mostly paralleling the roadways. It is extremely difficult to determine which if any utilities will be required to be relocated at this juncture in the trail analysis. This can only be determined when a final design is completed and ROW needs are specifically identified. Separate utility easements were not identified by the utility agency owners however title searches have not been performed. Also inquired we made with the utility owners in regards to agreements with the SGRL and initial or reoccurring costs/fee/payments for crossing or paralleling the rail ROW. None were identified by the UAOs.

SEMINOLE GULF RAILWAY CORRIDOR

Rail-to-Trail Alignment and Rail with Trail Alignment

Utilities Considerations

A Fiber Optic Cable was documented along the majority of the corridor and is located approximately 10 feet from the edge of the rail track along the West side of the Rail ROW. The majority of the utilities within Lee County, the Village of Estero and the City of Bonita Springs limits are located primarily at intersection crossings where typical infrastructure utilities and within the ROW (ie...water, sewer, gas, buried and overhead electric, drainage, transportation, communications, etc..). Florida Power & Light, TECO Gas, Lee County Trans, Lee County Utility, Bonita Springs Utility, Sprint and CenturyLink Communications (Utility Agency/Owners) were noted at the road and rail intersections.

No separate utility easements within or crossing the SGLR corridor were identified by the utility agency owners.

ROAD CORRIDORS

Trail Within Roadway ROW Alignment

Utilities Considerations

The utilities were visually noted within Florida Department of Transportation, Village of Estero, Lee County, and the City of Bonita Springs ROW throughout the Trail alignment. The majority of the roads had infrastructure utilities within the ROW (ie...water, sewer, gas, buried & overhead electric, drainage, transportation, communications, etc...) and may require relocation to construct the Shared Use Path Trail. Several aboveground utilities were observed in the ROW (i.e... power poles, light traffic controls, utility controls, etc...) throughout the majority of the road segments; however, some local road segments in the middle section of the alignment, mostly in the Village of Estero, may have the width to construct the Shared Use Path Trail with minimal utility impact. Florida Power & Light, TECO Gas, Lee County Utility, Bonita Springs Utility, Sprint and CenturyLink Communications Utility Agency/ Owner(s) were predominantly in the North and South segments and sporadically observed throughout the middle segment of this Trail within the noted Roadway ROW. Detailed coordination with the UAOs and a detailed summary of the utilities within the road corridor was not performed similar to rail corridor due to the extensive anticipated ROW needs and uncertainties associated with those needs at this time.

RIGHT-OF-WAY CONSIDERATIONS

Right of way widths within the rail corridor appear to be adequate to accommodate a trail facility. Right of way widths along the roadway corridor are highly congested and it appears additional right of way will be needed for trail facilities utilizing this alignment.

SEMINOLE GULF RAILWAY CORRIDOR

Rail-to-Trail Alignment

The SGLR R/W varies in width from approximately 100 feet to 200 feet throughout this segment. The SGLR Rail corridor consists of approximately 130' ROW width for the majority of the alignment with exception of the following small segments; 100' ROW width North of Terry Street, 165' ROW width between Corkscrew Road and Broadway Ave and 200' ROW width at the Alico Road and Rail intersection. No ROW constraints were observed along the alignment; however, some engineering and construction challenges (i.e....crossing over existing Oak Creek and Imperial River water bodies) need to be considered.

Rail-with-Trail Alignment

As noted in the Rail to Trail Alignment section above, the SGLR ROW consists of approximately 130' width for the majority of the alignment with exception of the following small segments; 100' ROW width North of Terry Street, 165' ROW between Corkscrew Road and Broadway Ave and 200' ROW width at Alico Road and Rail intersection. The Rail with Trail alignment will have similar engineering and construction challenges for crossing over Oak Creek and Imperial River water bodies; as well as the need to provide the width for the additional drainage facilities in the existing ditches and for security and safety measures. In addition, the 100' ROW segment, North of Terry Street, presents a challenge due to a width constraint. The need to adequately provide a safe distance from the centerline of the Rail and the Shared Use Path Trail needs to be considered along with the required drainage features.

ROAD CORRIDORS

Trail Within Roadway ROW Alignment

Additional ROW width is required to construct the Shared Use Path Trail for the majority of this alignment. From Bonita Beach Road to US 41, the ROW width varies from approximately 60' to 240' and fluctuates from a 6-lane divided roadway to a 2-lane undivided road with a sidewalk and no bike lane. Some small segments of this alignment provide for adequate width for the Share Use Path; however, most segments require additional ROW. Some modifications to the existing bridges and pedestrian facilities may be needed in the City of Bonita Springs segment. The main center segment, from Production Circle to East Broadway Road, is mostly a mix of developed and undeveloped residential, commercial and light industrial areas and vary from a 4-lane divided roadway to a 2-lane undivided roadway with a ROW consisting of 45' to 120'. Some of these roadway segments have an existing bike lane and a sidewalk and may have the ROW width to construct the Share Use Path Trail, but will need to be evaluated further. Three Oaks Parkway roadway is mainly residential, has an approximate 150' ROW, and is a 4-lane divided roadway with a bike lane and sidewalk on each side. Most of Three Oaks Parkway ROW has limited ROW available and has engineering and construction challenges. Alico Road consists of approximately 125' to 225' ROW, is a 6-lane divided roadway with limited ROW width outside the roadway travel lanes that includes a bike lane and sidewalk. This segment appears to require ROW to construct the Share Use Path Trail.

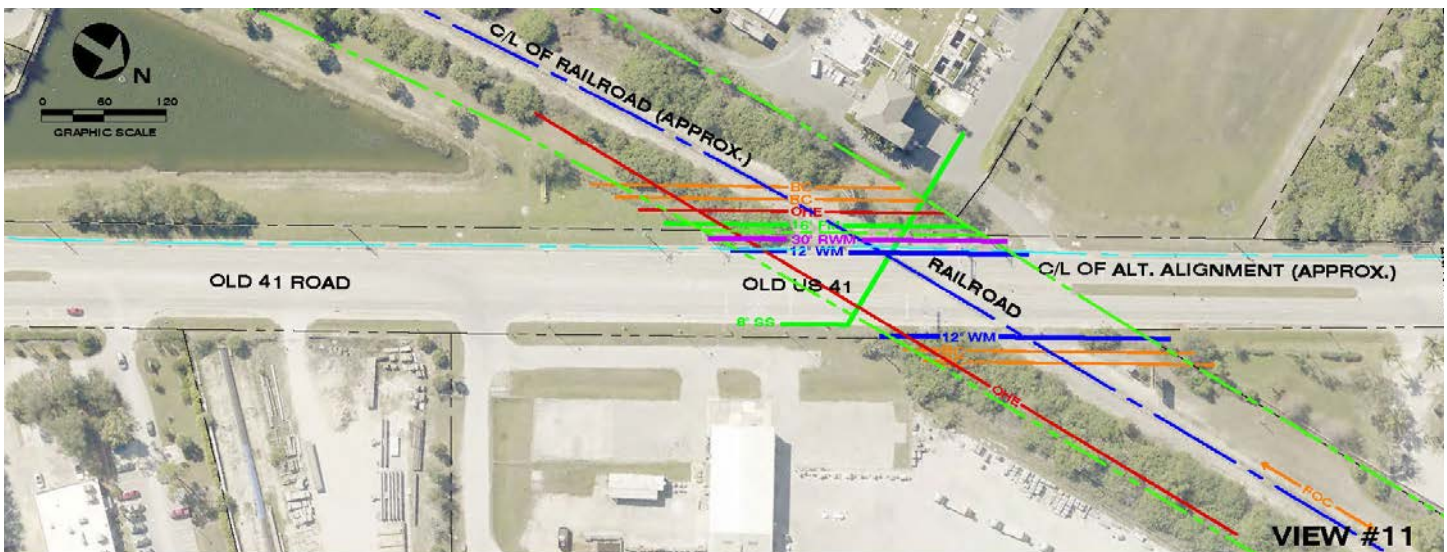
OVERVIEW

Cardno, Inc. (Cardno) performed an above and below ground existing utility assessment within of the Seminole Gulf Railway (SGLR) and Rights-of-Way (ROW) width determination from Alico Road to Bonita Beach Road in Lee County Florida. Cardno's research included coordinating with all applicable

the inventory is supported via the Lee County Property Appraisers, Lee County GIS and/or direct documentation provided by the UAO(s). This content is also represented in an attached plan exhibit. SGLR did not supply any of the data obtained.

RAIL CORRIDOR ROW

The SGLR R/W varies in width from approximately 100 feet to 200 feet throughout this segment. The R/W consists of approximately 130' width for the majority of the alignment with exception of the following segments; 100' ROW width North of Terry



Location of utilities at Old 41 Road and the rail corridor

Utility Agent/Owners (UAOs), the SGLR, and performing in-field observations along the Railroad corridor. Key elements, such as, utility components, utility markers, bike paths/ road crossings, Railroad components and/or additional miscellaneous items were documented and compiled in a matrix provided as an attached exhibit. Exhibit(s) are provided in the appendix of the report. Separate utility agreements between the UAOs and SGLR were not identified as existing and have not been provided to Cardno for review.

DATA COLLECTION

Cardno acquired the utility data from UAOs, Sunshine Utility Locates and field observations along the road and railroad right-of-way (ROW). In addition,

Street, 165' ROW between Corkscrew Road and Broadway Avenue and 200' ROW width at Alico Road and Railroad intersection.

The following is a general summary of each UAO Utility that was documented on either the North and/ or South side of each road centerline.

This list reflects each Rail/Roadway intersections along this SGLR corridor that an underground and/ or aerial utility that was field observed and/or documented by Cardno or provided by the UAOs.

- **Alico Road**
 - a. North: None
 - b. South: LCU, CenturyLink, TECO, Crown Castle,

FPL, LCDOT, Comcast

b. South: BSU, FPL, Summit, Comcast

- **Constitution Circle**
 - a. North: LCU, CenturyLink, FPL, Comcast
 - b. South: None
- **Sanibel Blvd**
 - a. North: CenturyLink, FPL, Comcast
 - b. South: LCU
- **San Carlos Blvd**
 - a. North: LCU, CenturyLink, FPL
 - b. South: LCU, CenturyLink
- **Vintage Trace Circle**
 - a. North: LCU, CenturyLink, FPL, Comcast
 - b. South: LCU, CenturyLink
- **Estero Parkway**
 - a. North: LCU, CenturyLink, FPL, Comcast
 - b. South: LCU
- **Broadway E Road**
 - a. North: Crown Castle, FPL
 - b. South: LCU, CenturyLink
- **Corkscrew Road**
 - a. North: LCU, TECO
 - b. South: LCU, CenturyLink, FPL, Hotwire Communications, LCDOT, Comcast
- **Via Coconut Point**
 - a. North: FPL
 - b. South: None
- **Williams Road**
 - a. North: FPL
 - b. South: BSU, TECO
- **Coconut Road**
 - a. North: BSU, CenturyLink, FPL, Summit, Comcast
 - b. South: BSU, Hotwire Communications, RCS
- **Strike Lane**
 - a. North: BSU
 - b. South: BSU, CenturyLink
- **Old 41 Road**
 - a. North: BSU, CenturyLink, Comcast

- **Bernwood Parkway**
 - a. North: FPL
 - b. South: FPL
- **Imperial Harbor Road**
 - a. North: BSU, FPL, Comcast
 - b. South: BSU, CenturyLink
- **Terry Street**
 - a. North: BSU, CenturyLink, FPL, LCDOT, Comcast
 - b. South: BSU
- **Pennsylvania Street**
 - a. North: None
 - b. South: BSU, Comcast, FPL
- **Kentucky Street**
 - a. North: None
 - b. South: None
- **Bonita Beach Road**
 - a. North: BSU, FPL, Comcast
 - b. South: BSU, CenturyLink, TECO, Summit

(Table 8.1 provides a detailed inventory of existing utilities for the alternatives that were studied.)

AT&T confirmed that a previously AT&T transmission facility had been deactivated approximately a decade ago along the West side of the railroad ROW and they had no other facilities crossing or parallel along this Rail segment. SGLR also identified that there is a facility within their corridor throughout the majority of Lee County; unfortunately, As-Built plans were not available to confirm the size and type of this utility. Cardno performed a field visit and measured the location base on the Railroad tracks and identification markers for an underground facility along this segment. It should be noted, that the facility was measured to be approximately 10 feet along the West side of the Railroad R/W from the edge of the Rail tracks. It is more probable than not that the unidentified facility stated by SGLR and referenced by AT&T are the same facility; however, further subsurface utility exploration will be required to verify.

No other utilities were found or documented buried

Table 6.1. The Rail-Trail Utility Inventory

Road Crossing Rail	Side of Road	Bonita Springs Utilities	Lee County Utilities
Alico Road	North	X	X
	South	X	36" DIP water main on the south side
Constitution Circle	North	X	8" PVC water main on north side
	South	X	X
Sanibel Blvd	North	X	X
	South	X	12" HDPE water main about 150ft SW of tracks
San Carlos Blvd	North	X	15" gravity main crosses coming off Coolidge Rd near old San Carlos WWTP
	South	X	8" PVC (from 1979) water main on the south side
Vintage Trace Circle	North	X	10" DIP water main on the north side. (1/2 mile North) => 8" PVC reclaim on the north side. 6" PVC force main on the north side . (1500 ft North) => 12" PVC water main near Grand Palm Dr (The Vines)
	South	X	8" DIP water main on the south side
Estero Blvd	North	X	12" DIP force main on the north side. 12" PVC water main with a hydrant about 100 ft just west of the tracks on the north side
	South	X	10" DIP water main about 250 ft south of Estero Pkwy crossing the track
Broadway E Road	North	X	X
	South	X	10" DIP water main on the south side
Corkscrew Rd	North	X	12" DIP reuse main on the north side. 12" DIP force main on the north side
	South	X	12" PVC water main on the south side
Via Coconut Point	North	X	X
	South	X	X
Williams Rd	North	X	X
	South	10" HDPE potable water main	X
Coconut Rd	North	16" PVC potable water main	X
	South	16" sewer force main	X
Strike Ln	North	12" potable water main	X
	South	24" sewer force main	X
Old 41 Rd	North	12" PVC potable water main.	X
	South	12" PVC potable water main. 8" HDPE sewer main. 30" HDPE reuse force main. 16" HDPE sewer force main	X
Bernwood Pkwy	North	X	X
	South	X	X
Imperial Harbor Rd	North	8" PVC potable water main	X
	South	4" Sewer force main	X
Terry St	North	8" PVC force main. Abandon water main.	X
	South	12" DIP potable water main	X
Pennsylvania Ave	North	X	X
	South	12" PVC potable water main	X
Kentucky St	North	X	X
	South	X	X
Bonita Beach Rd	North	12" DIP potable water main	X
	South	abandon water main. 6" HDPE force main	X

Table 6.1. The Rail-Trail Utility Inventory (Continued)

Road Crossing Rail	Side of Road	CentryLink	TECO	Crown Castle
Alico Road	North	X	X	X
	South	cables are crossing in a duct system on the south side of Alico heading east from a remote office below ground just west of the Railroad Tracks.	underground gas line crossing tracks	Overhead
Constitution Circle	North	cables crossing on the north side of the road	X	X
	South	X	X	X
Sanibel Blvd	North	cables crossing on the north side of the road	X	X
	South	X	X	X
San Carlos Blvd	North	cables crossing the tracks	X	X
	South	cables crossing the tracks	X	X
Vintage Trace Circle	North	cable crossing the golf course and track to a pedestal in the maintenance yard for the golf course.	X	X
	South	cable crossing the golf course and track to a pedestal in the maintenance yard for the golf course.	X	X
Estero Blvd	North	cables crossing on the north side	X	X
	South	X	X	X
Broadway E Road	North	X	X	Overhead
	South	cables cross on the south side of Broadway Rd.	X	X
Corkscrew Rd	North	X	underground gas line crossing tracks	X
	South	cables are on the south side of the road.	X	X
Via Coconut Point	North	X	X	X
	South	X	X	X
Williams Rd	North	X	X	X
	South	X	underground gas line crossing tracks	X
Coconut Rd	North	cables are crossing the tracks on the north side of the road.	X	X
	South	X		X
Strike Ln	North	X	X	X
	South	cables are on the south side of the crossing.	X	X
Old 41 Rd	North	duct system crossing Old 41 on the northeast side of the road. It does not show any cables in it in our records but they may not be 100%.	X	X
	South	X	X	X
Bernwood Pkwy	North	X	X	X
	South	X	X	X
Imperial Harbor Rd	North	X	X	X
	South	cables crossing on the south side of the road.	X	X
Terry St	North	cables are crossing on the north side of Terry St.	X	X
	South	X	X	X
Pennsylvania Ave	North	X	X	X
	South	X	X	X
Kentucky St	North	X	X	X
	South	X	X	X
Bonita Beach Rd	North	X	X	X
	South	cable are crossing on the south side of Bonita Beach	underground gas line crossing tracks	X

Table 6.1. The Rail-Trail Utility Inventory (Continued)

Road Crossing Rail	Side of Road	Florida Power & Light	Summit	Hotwire Communications
Alico Road	North	X	X	X
	South	Overhead 3-#568 ACAR 22.9 KV #3/0 T-N	X	X
Constitution Circle	North	Overhead 3-#568 ACAR	X	X
	South	X	X	X
Sanibel Blvd	North	Overhead 3-#568 ACAR 22.9 KV #3/0 T-N	X	X
	South	X	X	X
San Carlos Blvd	North	Overhead 3-#568 ACAR	X	X
	South	X	X	X
Vintage Trace Circle	North	1PN1C	X	X
	South	X	X	X
Estero Blvd	North	Overhead 3-#568 ACAR 22.9 KV #3/0 T-N	X	X
	South	X	X	X
Broadway E Road	North	Overhead 3-#568 ACAR 22.9 KV #3/0 T-N	X	X
	South	X	X	X
Corkscrew Rd	North	X	X	X
	South	Overhead 3-#343 ACAR	X	CATV
Via Coconut Point	North	C 1/0 T (East of tracks)	X	X
	South	X	X	X
Williams Rd	North	Overhead 50/2 2099	X	X
	South	X	X	X
Coconut Rd	North	FNOC & 1PN1C	underground 144ct FOC	X
	South	X	X	2" FOC HDPE
Strike Ln	North	X	X	X
	South	X	X	X
Old 41 Rd	North	X	X	X
	South	Overhead 3 #568 ACAR 22 9KVA #310 T-N	underground 144ct FOC)	X
Bernwood Pkwy	North	Overhead 3-1000 CU 25KV XLPE - FNC (crosses from South to North)	X	X
	South		X	X
Imperial Harbor Rd	North	Overhead 568 ACAR	X	X
	South	X	X	X
Terry St	North	568 ACAR	X	X
	South	X	X	X
Pennsylvania Ave	North	X	X	X
	South	Overhead AB #1/0	X	X
Kentucky St	North	X	X	X
	South	X	X	X
Bonita Beach Rd	North	Overhead 6ACAR	X	X
	South	X	underground 288ct FOC	X

Table 6.1. The Rail-Trail Utility Inventory (Continued)

Road Crossing Rail	Side of Road	Lee County Signal - LCDOT	Comcast	Lee Memorial Health	Resource Conservation
Alico Road	North	X	X	X	X
	South	Street lighting east of rail crossing at MJR on-ramp and overhead on overcrossing	underground facilities	X	X
Constitution Circle	North	X	underground facilities	X	X
	South	X	X	X	X
Sanibel Blvd	North	X	underground facilities	X	X
	South	X	X	X	X
San Carlos Blvd	North	X	X	X	X
	South	X	X	X	X
Vintage Trace Circle	North	X	underground facilities	X	X
	South	X	X	X	X
Estero Blvd	North	X	underground facilities	X	X
	South	X	X	X	X
Broadway E Road	North	X	X	X	X
	South	X	X	X	X
Corkscrew Rd	North	X	X	X	X
	South	Fiber Optic Cable crossing underground on south side of Corkscrew rd.	underground facilities	X	X
Via Coconut Point	North	X	X	X	X
	South	X	X	X	X
Williams Rd	North	X	X	X	X
	South	X	X	X	X
Coconut Rd	North	X	underground facilities	X	X
	South	X	X	X	16" Reuse main
Strike Ln	North	X	X	X	X
	South	X	X	X	X
Old 41 Rd	North	X	underground facilities	X	X
	South	X	underground facilities	X	X
Bernwood Pkwy	North	X	X	X	X
	South	X	X	X	X
Imperial Harbor Rd	North	X	underground facilities	X	X
	South	X	X	X	X
Terry St	North	Traffic signal conduit crossing underground on north side of West Terry St	underground facilities	X	X
	South	X	X	X	X
Pennsylvania Ave	North	X	X	X	X
	South	X	underground facilities (south & West)	X	X
Kentucky St	North	X	X	X	X
	South	X	X	X	X
Bonita Beach Rd	North	X	underground facilities	X	X
	South	X	X	X	X

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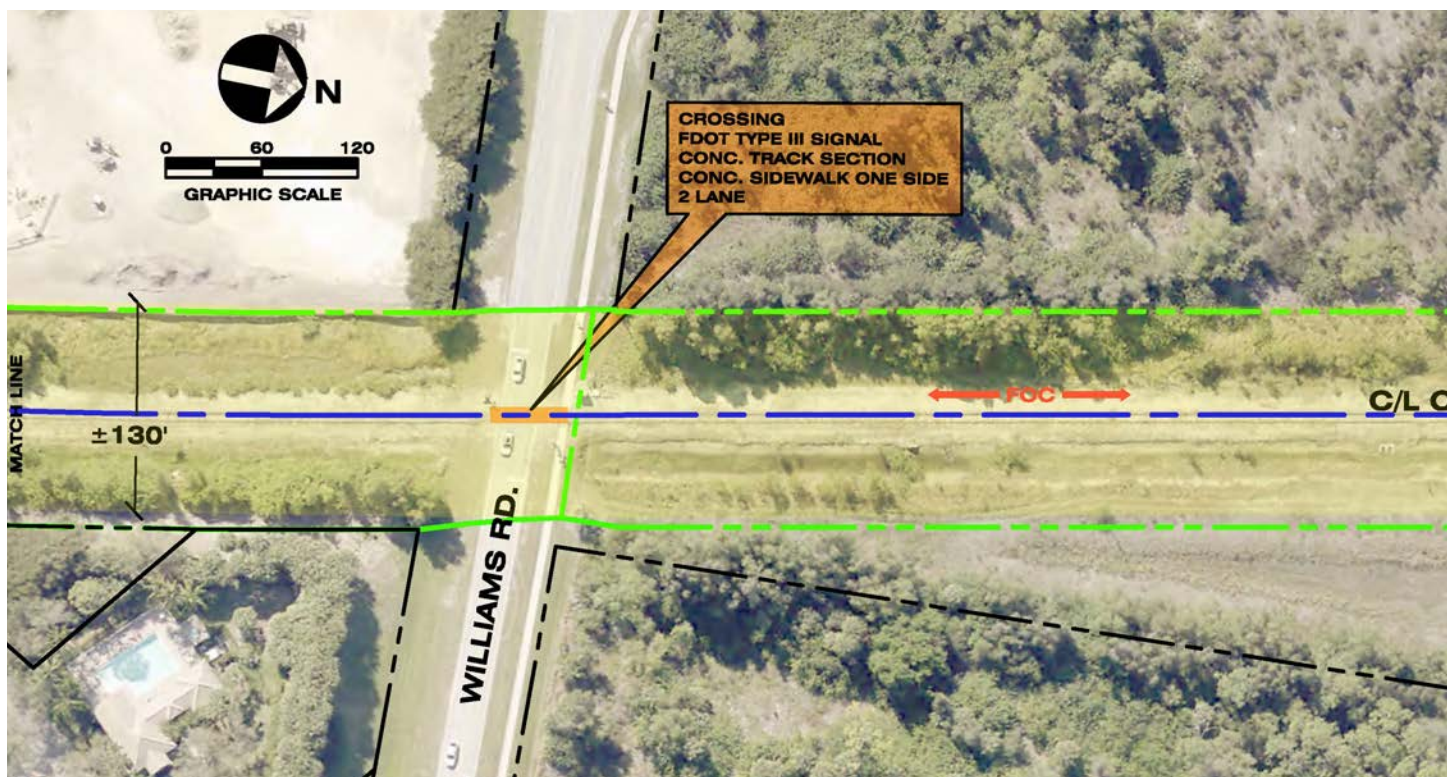
ROADWAY CROSSINGS

EXISTING CROSSINGS INVENTORY

EXISTING ROADWAYS

A comparison of the Rail and roadway alternatives indicates that both trail options have differing number of potential crossings. The two rail options have a significantly lesser number of crossings when compared to the roadway option. **Table 7.1** provides a summary of the crossings resulting from the rail with the roadway Annual Average Daily Traffic (AADT) where applicable. Along the rail options the trail is anticipated to cross 5 four lane divided roadways, 12 two lane undivided, 1 two lane divided, 1 two lane with two way left turn roadway, and 1 golf cart path. In total there would be 20 crossings.

In contrast to the rail option the roadway option consists of a lot more crossings. As this option follows several major corridors there are many potential driveway and side streets crossings associated with this alignment. **Table 7.1** provides a summary of the crossings resulting from the roadway option with the roadway Annual Average Daily Traffic (AADT) where applicable. Along the roadway option the trail is anticipated to cross 8 four lane divided roadways, 42 two lane undivided, 6 two lane divided, 1 two lane with two way left turn, 3 rail crossings, and 36 driveway crossings. It is important to note that the driveway crossings number could be higher as the 36 does not include parcels with multiple driveways.



Rail crossing at Williams Road

Table 7.1. Rail Option Crossings

Crossing	Roadway	Type	AADT
1	N/A	Two Lane Undivided	—
2	Constitution Circle	Two Lane Undivided	6900
3	Sanibel Boulevard	Two Lane Undivided	9400
4	San Carlos Boulevard	Two Lane Undivided	5100
5	N/A	Golf Cart Path	—
6	Village Trace Circle	Two Lane Undivided	—
7	Estero Parkway	Four Lane Divided	15700
8	Cypress Bend Drive	Two Lane Undivided	—
9	Broadway East	Two Lane Undivided	6300
10	Corkscrew Road	Four Lane Divided	20000
11	Via Coconut Point	Four Lane Divided	—
12	Williams Road	Two Lane Undivided	5800
13	Coconut Road	Four Lane Divided	14300
14	Strike Lane	Two Lane Undivided	—
15	Old 41 Road	Four Lane Divided	17800
16	Bernwood Parkway	Two Lane with Two Way Left Turn Lane	—
17	Imperial Harbor Boulevard	Two Lane Undivided	—
18	West Terry Street	Two Lane Undivided	13800
19	Stonehaven Drive	Two Lane Divided	5100
20	Kentucky Drive	Two Lane Undivided	—

Table 7.2. Roadway Option Crossings

Crossing	Roadway	Type	AADT
1	N/A	Rail Crossing	
2	Quaker Lane	Two Lane Undivided	
3	Alico Center Road	Two Lane Undivided	
4	Rail Crossing	Rail Crossing	
5	Jean Street	Two Lane Undivided	
8	Cam Court	Two Lane Undivided	
9	Alico Commerce Court	Two Lane Undivided	
10	Phlox Drive	Two Lane Undivided	
12	Haitian Drive	Two Lane Undivided	
13	Capri Drive	Two Lane Undivided	
14	Bear Hollow Circle	Two Lane Undivided	
15	Lee Road	Two Lane Undivided	5900
23	Three Oaks Parkway	Four Lane Divided	13600
26	Private Road	Private Road	
27	Private Road	Private Road	
29	Private Road	Private Road	
31	Three Oaks Parkway	Four Lane Divided	
32	School Entrance	Private Road	
34	San Carlos Boulevard	Two Lane Undivided	5100
35	Pine Chase Road	Two Lane Undivided	
37	Pine Chase Road	Two Lane Undivided	
38	Country Oaks Drive	Two Lane Undivided	
39	Tuscany Park Drive	Two Lane Undivided	
40	Calista Way	Two Lane Undivided	

Table 7.2. Roadway Option Crossings (Continued)

Crossing	Roadway	Type	AADT
41	Estero Parkway	Four Lane Undivided	18000
42	Rookery Drive	Two Lane Undivided	
43	Tanglewood Lane	Two Lane Divided	
44	Groveline Court	Two Lane Undivided	
45	Sandline Court	Two Lane Undivided	
46	Estero River Circle	Two Lane Undivided	
47	Corkscrew Road	Four Lane Divided	30500
48	Via Coconut Point	Four Lane Divided	
50	Rail Crossing	Rail Crossing	
51	Via Coconut Point	Four Lane Divided	
52	William Road	Two Lane Undivided	5800
54	Coconut Road	Four Lane Divided	14300
55	Clementis Boulevard	Private Road	
56	Pelican Colony Boulevard	Private Road	
57	Production Boulevard	Two Lane Undivided	58600
59	Pelican Landing Parkway	Four Lane Divided	17800
60	Strike Lane	Two Lane Undivided	
62	Bernwood Drive North	Two Lane Divided	
63	Bernwood Parkway	Two Lane wih Two Way Left Turn Lane	
64	Bernwood Lane	Two Lane Divided	
65	Bernwood Lane South	Two Lane Divided	
66	Sablewood Court	Two Lane Divided	
67	Bernpine Court	Two Lane Divided	
70	Imperial Harbor Boulevard	Two Lane Undivided	

Table 7.2. Roadway Option Crossings (Continued)

Crossing	Roadway	Type	AADT
71	Rosemount Arms Lane	Two Lane Undivided	18400
85	Terry Street	Two Lane Undivided	13800
87	Wilson Street	Two Lane Undivided	
88	Reynolds Street	Two Lane Undivided	
89	Childers Street	Two Lane Undivided	
90	Ragsdale Street	Two Lane Undivided	5100
91	Abernathy Street	Two Lane Undivided	19300
92	Hampton Street	Two Lane Undivided	
93	Kentucky Street	Two Lane Undivided	
94	Tennessee Street	Two Lane Undivided	
95	Packinghouse Lane	Two Lane Undivided	
96	Southland Drive	Two Lane Undivided	

All rail crossings are documented in *Appendix __* as part of the Aerial Inventory Map of the project corridor. In this document the rail corridor is highlighted with all the identified locations shown.

CROSSING OPTIONS

There are various options when it comes to traffic control devices that can be utilized at trail crossings. Many of these options depend on pedestrian volumes, crossing facility type, and context of roadway. Some of these include: Marked crosswalks, pedestrian beacons (ex. RRFB), Pedestrian Hybrid Signals (ex. HAWK Signal), Midblock Traffic Control Signal, and pedestrian overpass. Each of these treatments have differing criteria for applicability and require review of existing field conditions.

MARKED CROSSWALKS



PEDESTRIAN BEACON (RECTANGULAR RAPID FLASHING BEACONS - RRFB)



PEDESTRIAN HYBRID SIGNAL (HIGH INTENSITY ACTIVATED CROSSWALK – HAWK)



MIDBLOCK TRAFFIC CONTROL SIGNAL



PEDESTRIAN OVERPASS



APPLICABILITY

Each of the different control types have different context for applicability. For lower volume two lane roadways a marked crosswalk should be sufficient. As vehicular traffic volumes increase the amount of traffic control needed also expands. The next step can be a pedestrian beacon (i.e. RRFB) where traffic is now alerted when pedestrians are within the crosswalk and motorists are able to yield to pedestrians. Following an RRFB a Pedestrian Hybrid Signal such as a HAWK signal can be utilized where traffic is not only alerted of pedestrians in the crosswalk but also consist of red indications that require traffic to stop. Another form of control similar to a HAWK is a midblock traffic control signal which operates a regular traffic signal without any cross-street traffic. The last option that completely removes the pedestrian vehicular conflict would be a pedestrian overpass. The use of pedestrian overpasses is limited to high volume corridors where the operational impacts of an at grade crossing would be detrimental to the corridor. This benefit also comes at a higher cost because a bridge structure is required.

PEDESTRIAN SAFETY

IMPACTS OF CROSSING TYPES

The introduction of pedestrian crossings throughout the area corridor will have an impact to the existing flow of surrounding traffic. While there are multiple crossing types each will introduce a different element of impact to traffic flow and pedestrian safety. Any crossing excluding the pedestrian overpass will also create an at grade conflict with vehicular and pedestrian traffic. Each crossing type has a specific cost and benefit associated with the application. While a pedestrian overpass accomplishes the safest pedestrian environment this type of crossing is not feasible at all locations. In contrast to a pedestrian overpass a marked crosswalk adequately meets the requirements of a low volume two lane road in most instances. .

INITIAL CROSSING RECOMMENDATIONS

INITIAL TYPICAL CROSSING

Initial recommendations have been proposed for all crossings as a result of the three different alternatives. It is important to note that while there are two rail options, they both result in the same twenty crossings. These crossing would share the same recommendations for both rail alternatives. **Table 7.3** provides a summary of the initial crossing recommendations for the two rail option alternatives.

Table 7.3. Rail Option Crossing Recommendations

Crossing	Roadway	Type	Crossing Recommendation
1	N/A	Two Lane Undivided	Marked Crosswalk
2	Constitution Circle	Two Lane Undivided	Marked Crosswalk
3	Sanibel Boulevard	Two Lane Undivided	Marked Crosswalk
4	San Carlos Boulevard	Two Lane Undivided	Marked Crosswalk
5	N/A	Golf Cart Path	Marked Crosswalk
6	Village Trace Circle	Two Lane Undivided	Marked Crosswalk
7	Estero Parkway	Four Lane Divided	Pedestrian Overpass
8	Cypress Bend Drive	Two Lane Undivided	Marked Crosswalk
9	Broadway East	Two Lane Undivided	Marked Crosswalk
10	Corkscrew Road	Four Lane Divided	Pedestrian Overpass
11	Via Coconut Point	Four Lane Divided	Pedestrian Hybrid Signal
12	Williams Road	Two Lane Undivided	Marked Crosswalk
13	Coconut Road	Four Lane Divided	Pedestrian Hybrid Signal
14	Strike Lane	Two Lane Undivided	Marked Crosswalk
15	Old 41 Road	Four Lane Divided	Pedestrian Hybrid Signal
16	Bernwood Parkway	Two Lane with Two Way Left Turn Lane	Pedestrian Beacon
17	Imperial Harbor Boulevard	Two Lane Undivided	Marked Crosswalk
18	West Terry Street	Two Lane Undivided	Marked Crosswalk
19	Stonehaven Drive	Two Lane Divided	Pedestrian Beacon
20	Kentucky Drive	Two Lane Undivided	Marked Crosswalk

The majority of crossing can be addressed with a marked crosswalk. This is due to the context of the crossing roadway and the level of traffic on those roadways. At four locations the recommended crossing would be a Pedestrian Hybrid Signal. These locations consist primarily of multi lane highways. A pedestrian overpass is proposed at Corkscrew Road given the higher traffic volumes and number of lanes crossing at this location. **Table 7.4** provides a summary of the initial crossing recommendations for the road option alternatives.

Table 7.4. Roadway Option Crossing Recommendations

Crossing	Roadway	Type	Crossing Recommendation
1	N/A	Rail Crossing	Marked Crosswalk
2	Quaker Lane	Two Lane Undivided	Marked Crosswalk
3	Alico Center Road	Two Lane Undivided	Marked Crosswalk
4	Rail Crossing	Rail Crossing	Marked Crosswalk
5	Jean Street	Two Lane Undivided	Marked Crosswalk
8	Cam Court	Two Lane Undivided	Marked Crosswalk
9	Alico Commerce Court	Two Lane Undivided	Marked Crosswalk
10	Phlox Drive	Two Lane Undivided	Marked Crosswalk
12	Haitian Drive	Two Lane Undivided	Marked Crosswalk
13	Capri Drive	Two Lane Undivided	Marked Crosswalk
14	Bear Hollow Circle	Two Lane Undivided	Marked Crosswalk
15	Lee Road	Two Lane Undivided	Marked Crosswalk
23	Three Oaks Parkway	Four Lane Divided	Marked Crosswalk
26	Private Road	Private Road	Marked Crosswalk
27	Private Road	Private Road	Marked Crosswalk
29	Private Road	Private Road	Marked Crosswalk
31	Three Oaks Parkway	Four Lane Divided	Pedestrian Hybrid Signal
32	School Entrance	Private Road	Marked Crosswalk
34	San Carlos Boulevard	Two Lane Undivided	Marked Crosswalk
35	Pine Chase Road	Two Lane Undivided	Marked Crosswalk

Table 7.4. Roadway Option Crossing Recommendations (Continued)

Crossing	Roadway	Type	Crossing Recommendations
37	Pine Chase Road	Two Lane Undivided	Marked Crosswalk
38	Country Oaks Drive	Two Lane Undivided	Marked Crosswalk
39	Tuscany Park Drive	Two Lane Undivided	Marked Crosswalk
40	Calista Way	Two Lane Undivided	Marked Crosswalk
41	Estero Parkway	Four Lane Undivided	Marked Crosswalk
42	Rookery Drive	Two Lane Undivided	Marked Crosswalk
43	Tanglewood Lane	Two Lane Divided	Marked Crosswalk
44	Groveline Court	Two Lane Undivided	Marked Crosswalk
45	Sandline Court	Two Lane Undivided	Marked Crosswalk
46	Estero River Circle	Two Lane Undivided	Marked Crosswalk
47	Corkscrew Road	Four Lane Divided	Marked Crosswalk
48	Via Coconut Point	Four Lane Divided	Marked Crosswalk
50	Rail Crossing	Rail Crossing	Marked Crosswalk
51	Via Coconut Point	Four Lane Divided	Pedestrian Hybrid Signal
52	William Road	Two Lane Undivided	Marked Crosswalk
54	Coconut Road	Four Lane Divided	Marked Crosswalk
55	Clementis Boulevard	Private Road	Marked Crosswalk
56	Pelican Colony Boulevard	Private Road	Marked Crosswalk
57	Production Boulevard	Two Lane Undivided	Marked Crosswalk
59	Pelican Landing Parkway	Four Lane Divided	Marked Crosswalk
60	Strike Lane	Two Lane Undivided	Marked Crosswalk
62	Bernwood Drive North	Two Lane Divided	Marked Crosswalk
63	Bernwood Parkway	Two Lane with Two Way Left Turn Lane	Marked Crosswalk
64	Bernwood Lane	Two Lane Divided	Marked Crosswalk

Table 7.4. Roadway Option Crossing Recommendations (Continued)

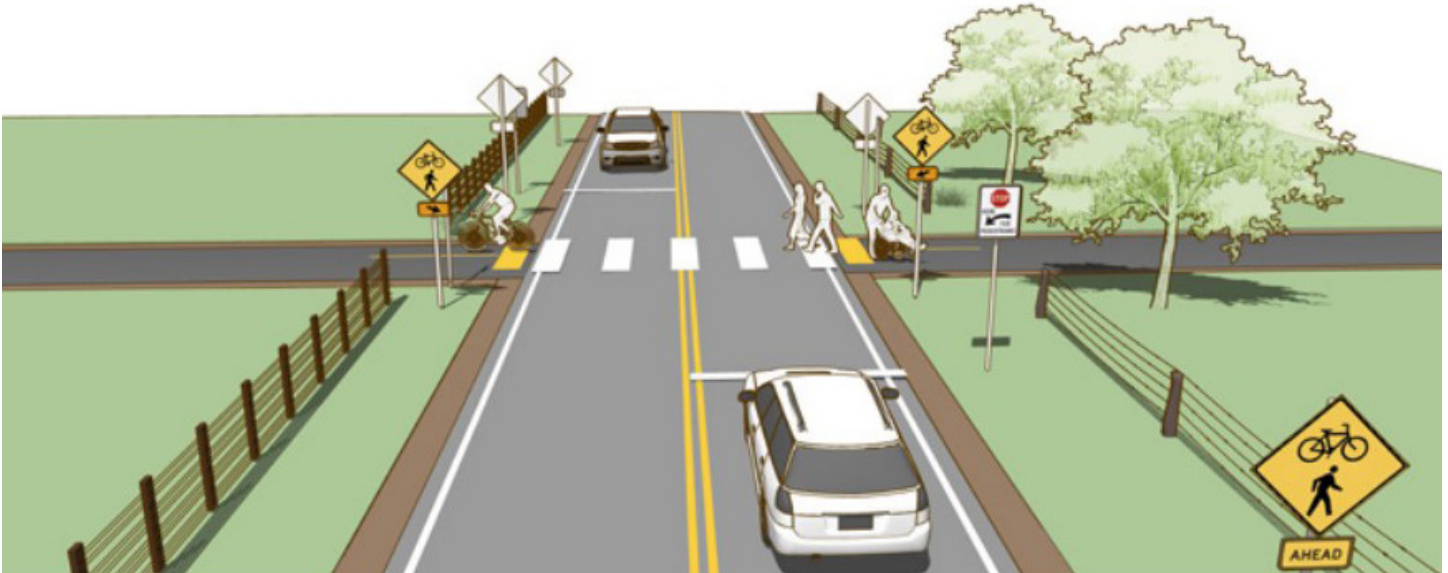
Crossing	Roadway	Type	Crossing Recommendations
65	Bernwood Lane South	Two Lane Divided	Marked Crosswalk
66	Sablewood Court	Two Lane Divided	Marked Crosswalk
67	Bernpine Court	Two Lane Divided	Marked Crosswalk
70	Imperial Harbor Boulevard	Two Lane Undivided	Marked Crosswalk
71	Rosemount Arms Lane	Two Lane Undivided	Marked Crosswalk
85	Terry Street	Two Lane Undivided	Marked Crosswalk
87	Wilson Street	Two Lane Undivided	Marked Crosswalk
88	Reynolds Street	Two Lane Undivided	Marked Crosswalk
89	Childers Street	Two Lane Undivided	Marked Crosswalk
90	Ragdale Street	Two Lane Undivided	Marked Crosswalk
91	Abernathy Street	Two Lane Undivided	Marked Crosswalk
92	Hampton Street	Two Lane Undivided	Marked Crosswalk
93	Kentucky Street	Two Lane Undivided	Marked Crosswalk
94	Tennessee Street	Two Lane Undivided	Marked Crosswalk
95	Packinghouse Lane	Two Lane Undivided	Marked Crosswalk
96	Southland Drive	Two Lane Undivided	Marked Crosswalk

The majority of crossing as part of the roadway option consist of marked crosswalks. The is primarily due to most crossing with the roadway option occurring at existing stop controlled and signalized intersections. It is important to note that recommended crossing type at all the commercial driveways would also be a marked crosswalk. At two locations the recommended crossing would be a Pedestrian Hybrid Signal due to these crossings occurring at multi lane highways.

TYPICAL SECTIONS

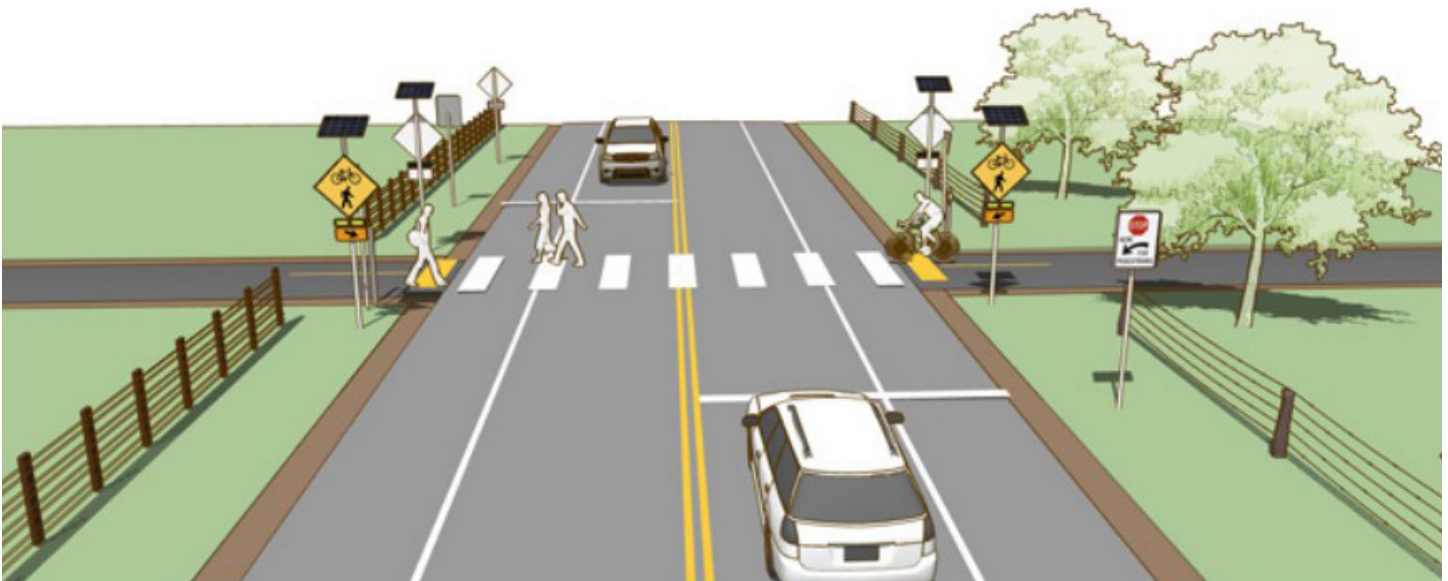
Graphical typical section imagery of the different recommended crossings are provided. These show a visual interpretation of typical layouts of the different recommended crossing types that were evaluated as part of the analysis. Some of the associated signing and pavement markings are also depicted in the different images.

MARKED CROSSWALK



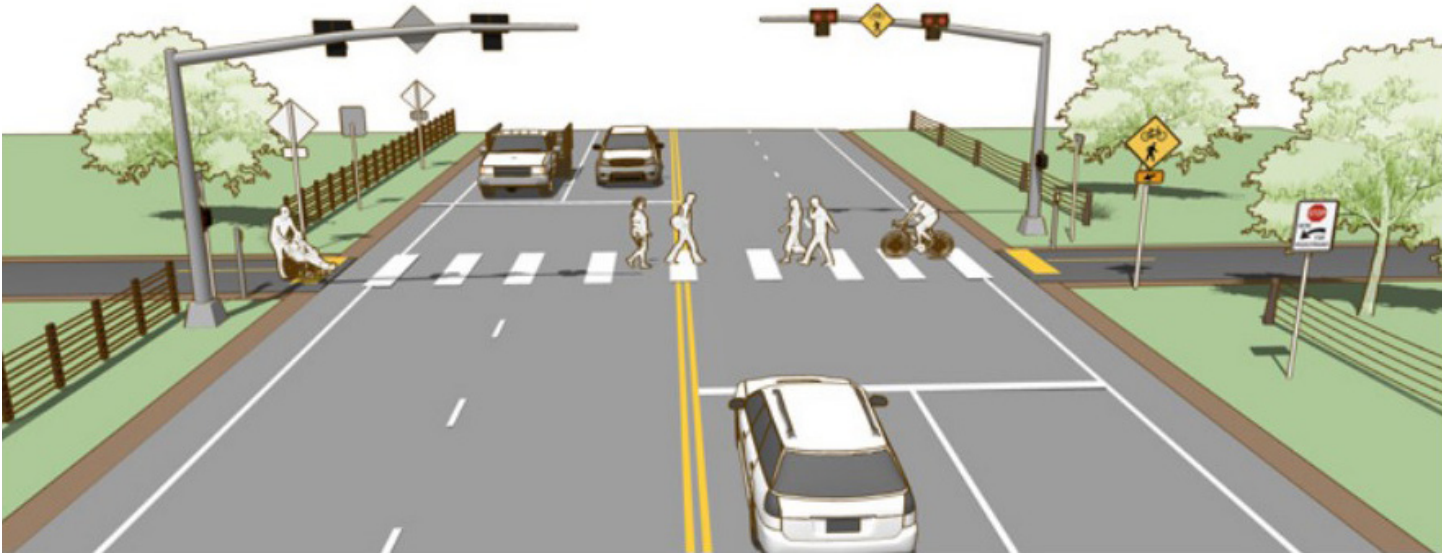
Source: FHWA - Small Town and Rural Multimodal Networks

PEDESTRIAN BEACON (RECTANGULAR RAPID FLASHING BEACONS - RRFB)



Source: FHWA - Small Town and Rural Multimodal Networks

PEDESTRIAN HYBRID SIGNAL (HIGH INTENSITY ACTIVATED CROSSWALK - HAWK)



Source: FHWA - Small Town and Rural Multimodal Networks

8

BRIDGES AND STRUCTURES

OVERVIEW

This chapter evaluates structure types for pedestrian bridges at locations along the three trail alignment alternatives listed below. Proposed trail limits are from south of Alico Road to Bonita Beach Road.

- Alternative 1: Rail Trail Centerline (trail on rail alignment)
- Alternative 2: Rail with Trail (trail alignment adjacent to rail alignment, but within SGLR right-of-way)
- Alternative 3: Trail Along Roadway (trail alignment adjacent to roadway and with roadway right-of-way)

STRUCTURE LOCATIONS

ALTERNATIVE 1: RAIL TRAIL CENTERLINE

This alternative is for the conversion of the Seminole Gulf Railway (SGLR) line to a shared use trail. Five existing SGLR structures may be considered for potential conversion to pedestrian bridges along this alignment. Structure lengths were estimated using Google Earth measurement tool.

- **Structure 1:** Crosses Mullock Creek and appears to be a timber trestle structure (Approximate Length = 40 feet)
- **Structure 2:** Located within boundaries of Estero Country Club and appears to be a timber trestle structure (Approximate Length = 52 feet)
- **Structure 3:** Crosses Estero River and appears to be a deck plate girder bridge (Approximate Length = 72 feet)
- **Structure 4:** Crosses Oak Creek and appears to be a timber trestle structure (Approximate Length = 80 feet)
- **Structure 5:** Crosses Imperial River and appears to be a Thru-Girder structure (Approximate Length = 73 feet)

ALTERNATIVE 2: RAIL WITH TRAIL

Will require five new structures at the following locations:

- **Structure 1:** Crossing Mullock Creek. (Approximate Length = 40 feet)
- **Structure 2:** Located within boundaries of Estero Country Club (Approximate Length = 52 feet)
- **Structure 3:** over Estero River (Approximate Length = 72 feet)
- **Structure 4:** over Oak Creek (Approximate Length = 80 feet)
- **Structure 5:** over Imperial River (Approximate Length = 73 feet)

ALTERNATIVE 3: TRAIL ALONG ROADWAY

Will require two new structures at the following locations:

- **Structure 1:** New boardwalk adjacent to Via Coconut north of Williams Road (Approximate Length = 1,040 feet)
- **Structure 2:** New pedestrian bridge across the Imperial River. The existing Imperial River roadway bridge (No. 124088) was built in 1994 and reconstructed in 2017. It is a 4-span structure with an overall length of 150. The superstructure is comprised of post-tensioned prestressed concrete T-Beams. According to the most recent inspection report dated July 7th, 2021, this bridge is classified as functionally obsolete therefore a stand-alone pedestrian bridge is recommended adjacent to the existing Imperial River roadway bridge.

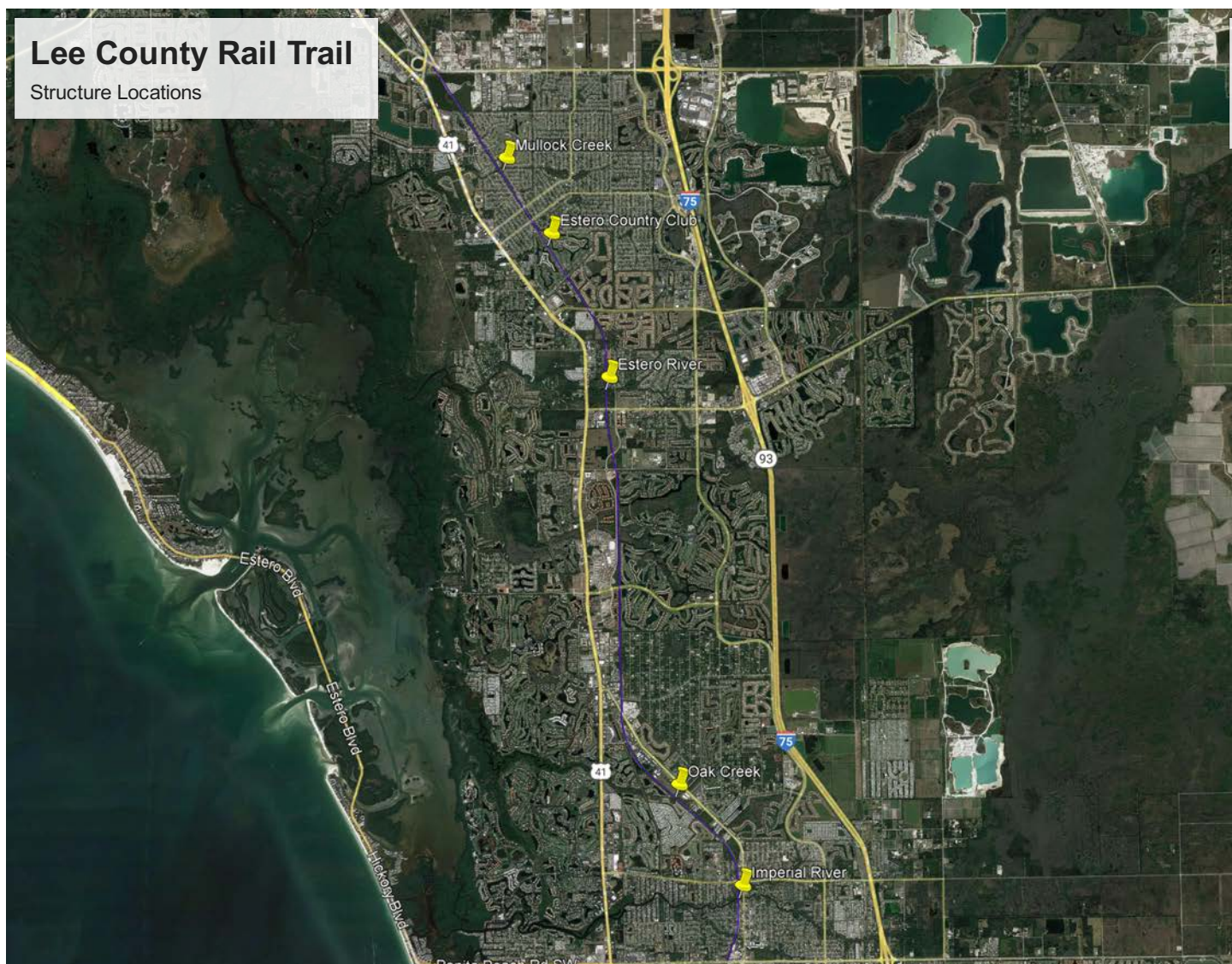
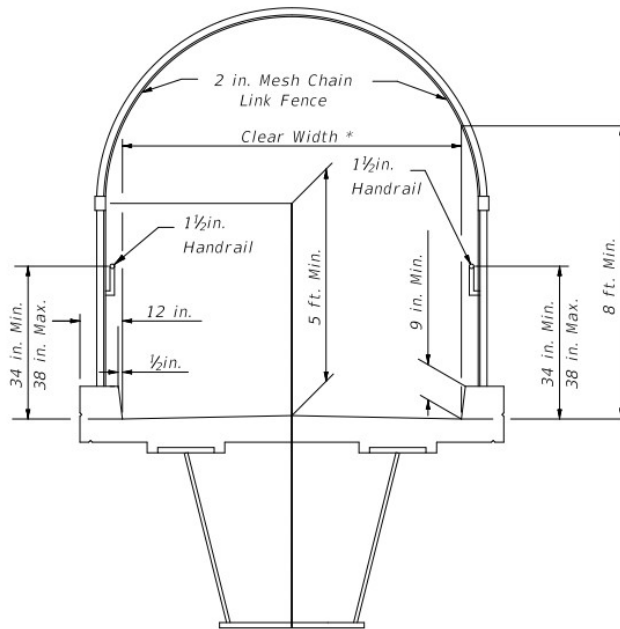


Figure 8.1. Structure Location Map for Alternative 1

TYPICAL SECTION

A representative typical section of a pedestrian/shared use path bridge is shown below in **Figure 8.1** which is based on geometric parameters taken from Chapter 266 of the FDOT Design Manual (FDM). It is noted that Chapter 10 of the FDOT Structures Design Guidelines (SDG) recommends limiting the overall width of prefabricated steel truss bridges to 12 feet because anything wider typically requires the truss to be transported in multiple pieces and spliced together in the field



* Clear width in compliance with FDM 266.2.

1. Pedestrian Handrails may be required. Handrails must be installed per the requirements of the Americans with Disabilities Act (ADA) Standards for Transportation Facilities.
2. Other Superstructure Configurations may be used provided an 8 ft. minimum headroom is maintained.

Figure 8.2. Pedestrian/Shared Use Path Bridge Typical Section

STRUCTURE ALTERNATIVES

This section discusses viable structure types for the pedestrian bridges along each alignment alternative.

SUPERSTRUCTURE

ALTERNATIVE 1: RAIL TRAIL CENTERLINE

An evaluation of the existing rail structures for potential conversion to pedestrian use is not possible at the time of this study because SGLR has not provide any existing bridge plans or inspection reports nor has SGLR granted the project team access within their right-of-way (ROW) to view the existing structures. However, given the age of this rail, it is likely the existing timber structures were coated with creosote for preservation. This is a hazardous material that may require treatment and removal in some areas if the existing bridges are to be considered for pedestrian traffic. Also, the existing steel structures may contain lead-based coating systems which also is a hazardous material requiring treatment and removal.

ALTERNATIVE 2: RAIL WITH TRAIL

Prefabricated steel truss pedestrian bridges (adjacent to the SGLR bridges) are recommended for all five locations in Alternative 2. This structure type is typically more advantages for pedestrian bridge applications vs traditional cast-in-place concrete structures for the following reasons:

- Significantly reduces onsite construction time because the structure is prefabricated offsite and delivered ready to install.
- Shallower structure depth below the bridge deck which allows for a lower approach profile with gradual slopes.

ALTERNATIVE 3: TRAIL ALONG ROADWAY

A stand-alone prefabricated steel truss is recommended for the Imperial River crossing for Alternative 3. Prefabricated structures are more economical than a traditional cast-in-place structure and can significantly reduce construction time because the structure can be fabricated offsite and delivered when ready to install.

A boardwalk is recommended for the area adjacent to Via Coconut, north of Williams Road, because it is a designated floodway that will require an elevated structure. Timber is the recommended construction material which is cost effective and efficient for boardwalk structures.

SUBSTRUCTURE

A substructure consists of all bridge elements that support the superstructure (e.g., abutments and piles).

ALTERNATIVE 1: RAIL TRAIL CENTERLINE

At the time of this study no existing bridge plans or inspection reports have been obtained nor has access been granted onto SGLR right-of-way (ROW). Therefore, an evaluation of the existing rail structures is not possible for Alternative 1. However, there is a possibility that the existing timber structures were coated with creosote for preservation purposes. This is a hazardous material that would require treatment and removal in some areas. Also, the existing steel structures may contain lead-based coating systems which also is a hazardous material requiring treatment and removal.

ALTERNATIVE 2: RAIL WITH TRAIL

New concrete abutments founded on 14" or 18" square precast prestressed concrete (PPC) piles are recommended for all five pedestrian bridges in Alternative 2. PPC piles are a prevalent deep foundation option in Florida with historically lower costs per ton of capacity than other pile types such as steel

ALTERNATIVE 3: TRAIL ALONG ROADWAY

New concrete abutments founded on 14" or 18" square precast concrete piles are recommended for the stand-alone pedestrian bridge over the Imperial River for the same reasons noted under Alternative 2. The boardwalk along Via Coconut is recommended to be supported on timber piling. Timber piles are a cost-effective and common foundation type for boardwalk structures.

AESTHETICS

There are several aspects of a prefabricated steel truss bridge that can be customized to achieve a particular aesthetic. These components include:

- Truss Configuration
- Steel Shapes
- Truss Cross Section
- Color

Truss Configuration: Chapter 266 of the FDM recommends prefabricated steel pedestrian bridges to have one of five truss configuration types shown below in Figure 3, all of which are applicable for this project.

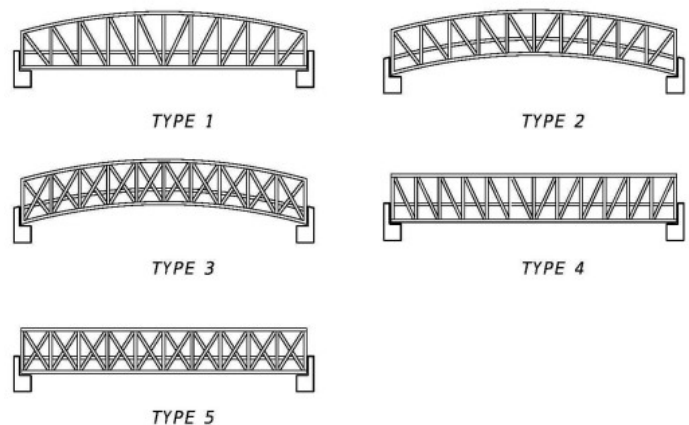


Figure 8.3. Prefabricated Pedestrian Bridge Standard Truss Configurations

Steel Shapes: Figure 4 below shows two types of steel shapes typically used in the fabrication of pedestrian truss bridges. The structural tube is most common, but either type is applicable with selection based on the desired aesthetic.

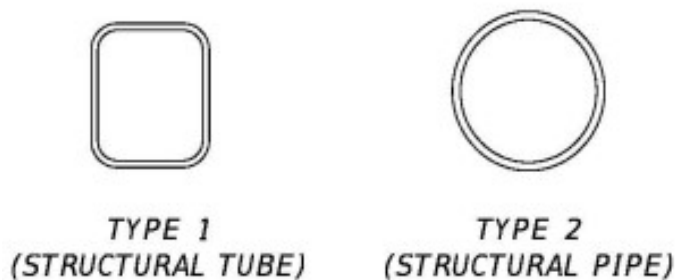


Figure 8.4. Prefabricated Pedestrian Bridge Standard Truss Member Shapes

Truss Cross Section: Figure 5 shows two types of truss cross section figurations n views of a typical prefabricated truss which can be configured as an open top (through truss) or fully closed (Box truss). Both cross sections are applicable for this project; therefore, selection would be based on the desired

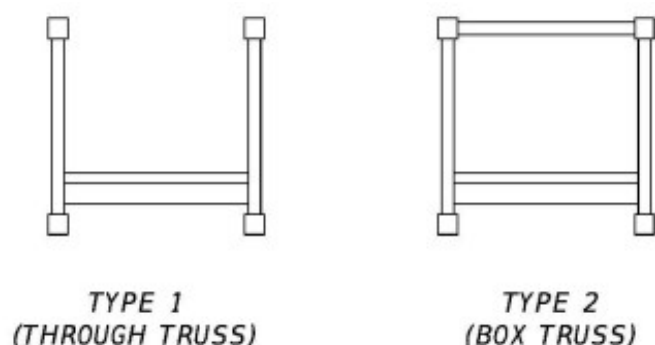


Figure 8.5. Prefabricated Pedestrian Bridge Cross Sections

aesthetic.

Color: Steel trusses can be fabricated using either standard structural steel or weathering steel. Standard structural steel requires a protective coating system that offers a broad palette of color options but increases the life cycle cost of the structure because it must be repainted every 15 to 20 years on average. Weathering steel is uncoated and develops a protective rust layer or “patina” over time which does not require painting and provides a more rustic aesthetic. See Photo 1 below for an example of a prefabricated truss with weathering steel.

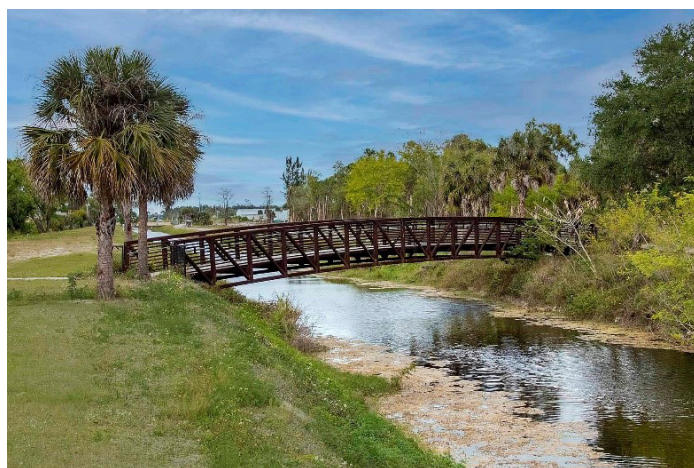


Figure 8.6. Example of Prefabricated Pedestrian Bridge w/ Weathering Steel

COST ESTIMATES

ALTERNATIVE 1: RAIL TRAIL CENTERLINE

Recommendations regarding the potential conversion of existing SGLR structures to pedestrian bridges, and any associated rehabilitation costs, cannot be determined at this time due to lack of existing structural plans and bridge inspection reports.

ALTERNATIVE 2: RAIL WITH TRAIL

The FDOT Statewide average unit cost for a prefabricated steel pedestrian bridge was used as the basis to estimate the total cost for all recommended structures in Alternative 2. This unit rate is \$436.32 per square foot for the period from 11/01/2020 to 10/30/2021. The cost of substructures/foundations is not included in the FDOT unit rate so 20% was added to the cost estimate to account for those elements.

ALTERNATIVE 3: TRAIL ALONG ROADWAY

The FDOT Statewide average unit cost for a timber pedestrian bridge was used as the basis to estimate the total cost for the board walk structure in Alternative 3. This unit rate is \$240.00 per square foot for the period from 11/01/2020 to 10/30/2021.

The FDOT Statewide average unit cost of \$436.32 per square foot for a prefabricated steel pedestrian bridge was used as the basis to estimate the total cost for the proposed structure at the Imperial River location. Similar to the cost estimate for Alternative 2, 20% was added to account for substructure elements.

Table 8.1. Structures Cost Estimate for Alternative 2

Bridge Location	Trail Width (ft)	Bridge Length (ft)	Unit Cost (\$/SF)	Substructure (20% Increase)	Total Cost
Mullock Creek	12	40	\$436.32	1.2	\$251,320.32
Estero Country Club	12	52	\$436.32	1.2	\$326,716.42
Estero River	12	72	\$436.32	1.2	\$452,376.58
Oak Creek	12	80	\$436.32	1.2	\$502,640.64
Imperial River	12	73	\$436.32	1.2	\$458,659.58

Table 8.2. Structures Cost Estimate for Alternative3

Bridge Location	Trail Width (ft)	Bridge Length (ft)	Unit Cost (\$/SF)	Substructure (20% Increase)	Total Cost
Timber Ped. Bridge	12	1040	\$240.00	N/A	\$2,995,200.00
Imperial River	12	73	\$436.32	1.2	\$458,659.58

9

TRAIL DESIGN BEST PRACTICES

OVERVIEW

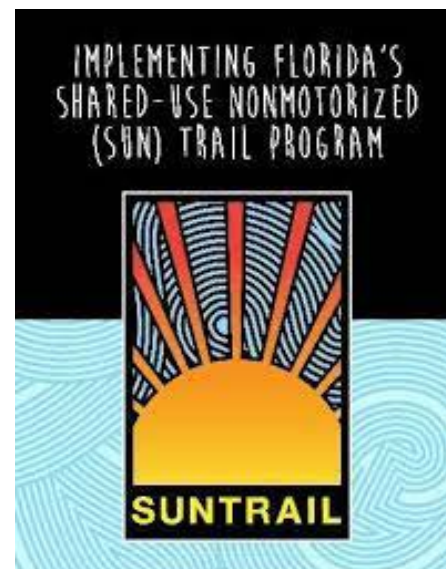
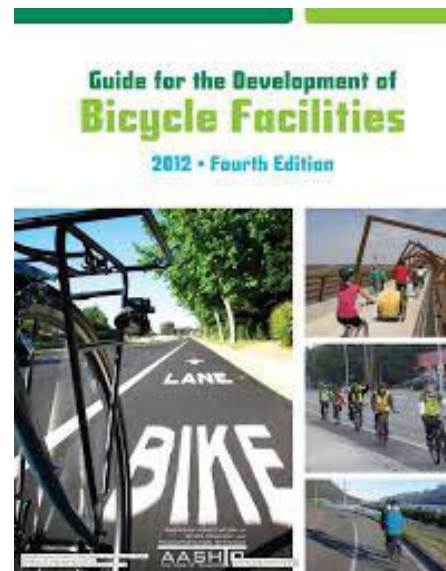
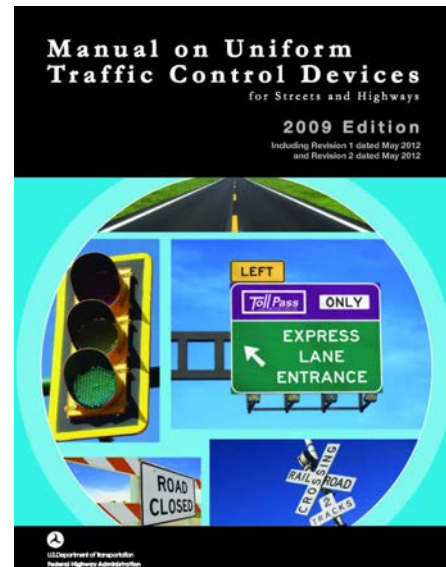
Both National and local guidelines were used to provide guidance for the preferred trail alternative facility design. These guidelines were also used to ensure that the proposed trail project qualifies for the state funding opportunities (i.e.; The Sun Trail Program).

NATIONAL GUIDELINES

The **Manual on Uniform Traffic Control Devices (MUTCD)** are used nationally by road managers to install and maintain all traffic control devices on public streets, highways, bikeways, and private roads that are open to public travel. Additional guidance on various bicycle facilities' dimensions, use, and configurations is provided by **The American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities 2012**. The **Guide for the Planning, Design and Operation of Pedestrian Facilities 2004** offers guidance for pedestrian facilities. **The National Association of City Transportation Officials' (NACTO) Urban Bikeway Design Guide 2012** provides guidance on the present state of the design practice in urban areas. **The United State's Access Board's Proposed Right-of-Way Accessibility Guidelines (PROWAG)** provides guidelines for the design, construction, and alteration of pedestrian facilities in the public right-of-way. These guidelines also ensure that sidewalks, pedestrian street crossings, pedestrian signals, and other pedestrian facilities and amenities that are constructed by state and local governments, are readily accessible to pedestrians with disabilities.

STATE GUIDELINES

FDOT's SUN Trail program provides funding for new shared use paths, with a goal of developing a well-connected statewide trail network. In order to qualify for state funding, new trails need to be designed and built using the guidance given in the SUN Trail Program Handbook. The Handbook provides guidance on trail design and facilities. The Handbook also includes information about how trail projects are funded, programmed into the work program, and selected for implementation. Key contacts and resources are listed in the Handbook



DESIGN NEEDS OF TRAIL USERS

The Lee County Rail Trail will serve various types of users. The specific user types may vary based on the different neighborhoods and communities the trail runs through. The most common user types and the key design considerations that are needed to serve each type is described in the following pages:

PEDESTRIANS

Pedestrians have a variety of characteristics and the proposed facilities should accommodate the various needs, abilities and impairments. Age is one major factor that affects pedestrians' physical characteristics, walking speed, and environmental perception. Children have low eye height and walk at slower speeds than adults. They also perceive the environment differently at various stages of cognitive development. Older adults walk more slowly and may require assistive devices for walking stability, sight, and hearing.

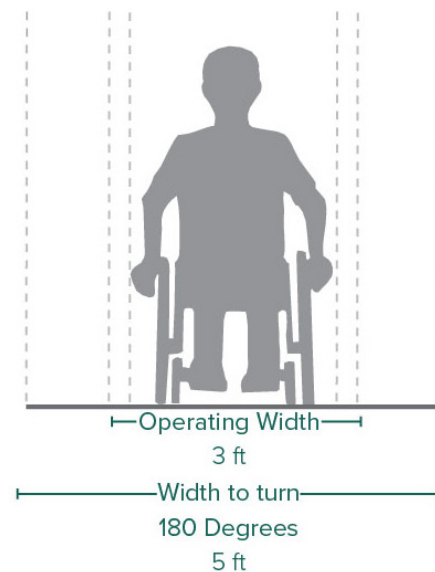


Design Considerations

Facilities in the network are wide enough to provide a sense of comfort for all pedestrian users. The preferred width of all facilities should be no less than 5 feet.

MOBILITY DEVICES

Mobility devices assist people with movement, such as walking and scooting. Examples of a mobility device includes wheelchairs, walkers, and scooters.

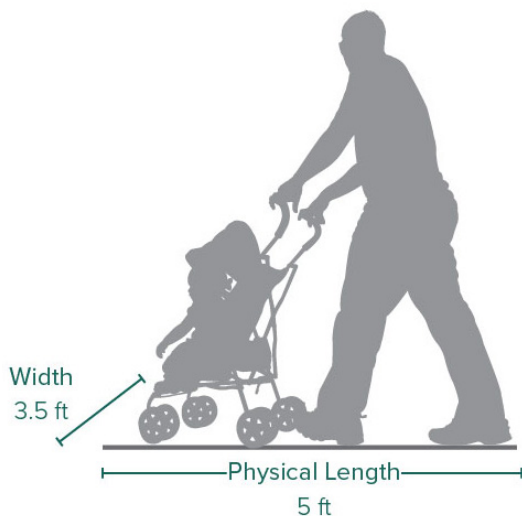


Design Considerations

Maneuvering around a turn requires additional space for wheelchair devices. Providing adequate space for 180 degree turns at appropriate locations is a required element for accessible design.

STROLLER

Strollers are wheeled devices pushed by pedestrians to transport babies or small children. Stroller models vary greatly in their design and capacity. Some strollers are designed to accommodate a single child, others can carry three or more. The design needs of strollers depend on the wheel size, geometry, and ability of the adult who is pushing the stroller.



Design Considerations

Strollers commonly have small pivoting front wheels for easy maneuverability, but these wheels may limit their use on unpaved surfaces or rough pavement. Curb ramps are valuable to these users. Lateral overturning is one main safety concern for strollers.

BICYCLISTS

Bicyclists will vary in age and experience, and their bicycles will come in all shapes and sizes. Some people who ride a bike on a trail just want leisurely ride with the family, while others may be experienced cyclists who want a place for long rides. The trail design should consider all the possible types of cyclists who could use a trail.



Design Considerations

The expected speed that different types of bicyclists can maintain under various conditions also influences the design of facilities such as shared use paths. The trail width should be a minimum of 5 feet.

FOUR TYPES OF BICYCLISTS

Developed by planners in Portland, Oregon, and supported by research, the graphic below defines the four types of varying attitudes towards bicycling in the United States.



1-3%

STRONG & FEARLESS



5-10%

ENTHUSIASTIC & CONFIDENT



50-60%

INTERESTED BUT CONCERNED

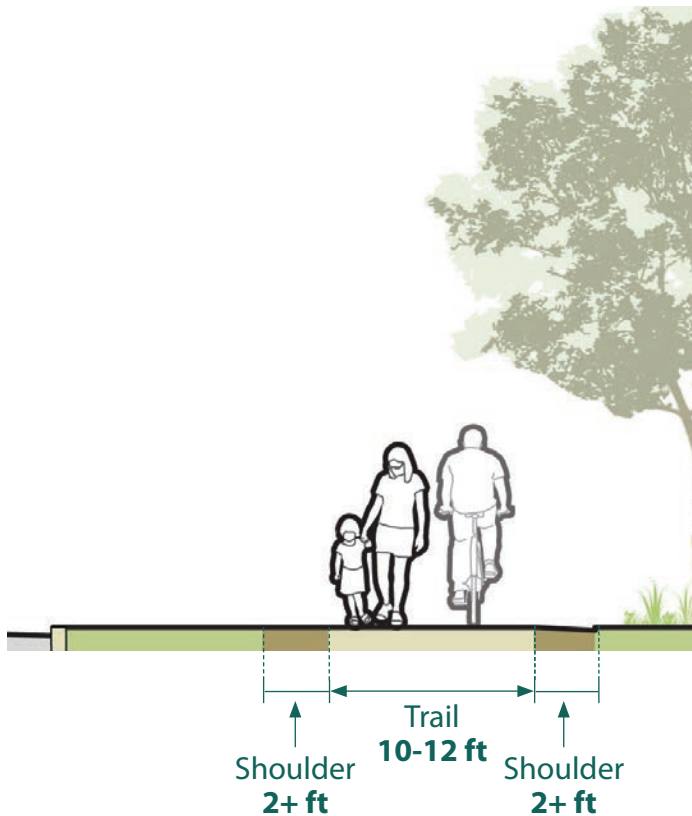


30%

NOT CURRENTLY INTERESTED

SHARED USE PATH DESIGN PRACTICES

A shared use path is a pedestrian and bicycle facility that is physically separated from vehicular traffic. This separation is either created by a grass buffer or pedestrian amenity zone. Most shared-use paths are designed for two-way travel for multiple modes of non-motorized travel. Shared use paths are also referred to as “trails” or “sidepaths”.



Typical Application

Shared use paths are generally located in independent rights of way, separate from roadways.

Design Features

- Standard shared use path width is 12 ft (3.6 m), which is suitable for heavy-use with high concentrations of multiple user types. This width is needed to enable a bicyclist to pass another path user going the same direction, while another path user is approaching from the opposite direction. Where volumes are extremely high, a separate path of 5 ft (1.5 m) can be provided to separate pedestrian circulation.

- The minimum width of a two-way shared use path is 10 ft (3.0 m), which is adequate for moderate use, or a low level of mixing between bicyclists and pedestrians (AASHTO Bike Guide Section 5.2.1).
- In rare circumstances a constrained minimum width of 8 feet may be used. This should only be considered in constrained conditions, for short distances (AASHTO Bike Guide Section 5.2.1).
- A 2 ft (0.6 m) or greater shoulder on both sides of the path should be provided free of obstacles.
- MUTCD requires 2 ft (0.6 m) lateral clearance from the edge of path for post mounted sign faces or other traffic control devices. Standard clearance of overhead signs and traffic control devices should be 8 ft (2.4 m).

Maintenance

Maintenance vehicle access is typically influenced by the trail width. Concrete paths are more durable than asphalt paths, which makes them more suitable for long term trail applications. The use of saw cut concrete joints rather than troweled joints improve the experience for path users.



People walking a shared use path in Golden Valley, Minnesota.

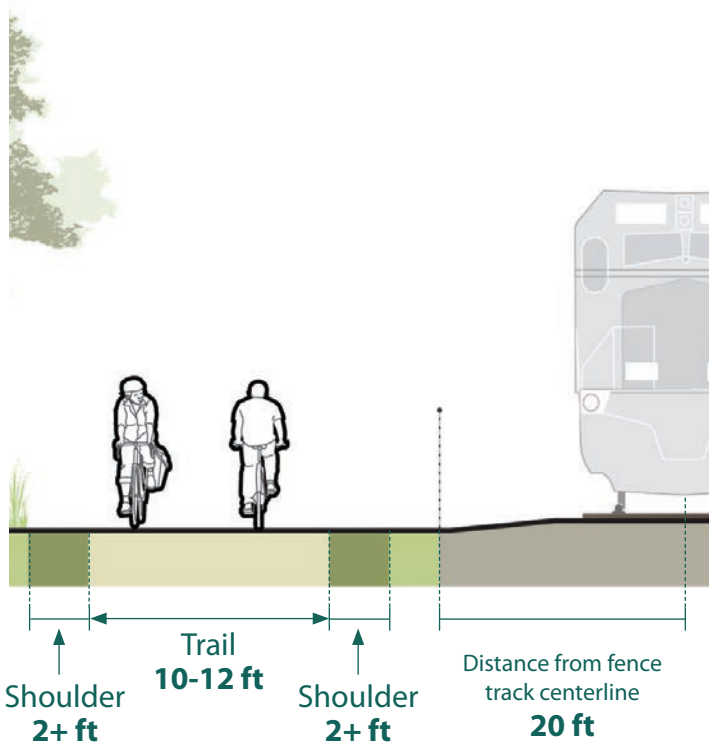
Pedbikeimages / Toole Design Group

SHARED USE PATHS IN ACTIVE RAIL CORRIDORS

Shared use paths in active rail corridors are also known as “rail-with-trails”. A Rail-with-trail is a shared use path that is located on or next to an active railroad or rail transit corridor. Rail corridors can be private freight railroads, publicly-owned passenger railroads (e.g., Amtrak), state departments of transportation, and private tourist/excursion railroads.

minimum of 5 feet in height with higher fencing than usual next to sensitive areas (e.g., switching yards).

- In most cases where the rail-with-trail is constructed within the railroad ROW, the railroad’s planning and engineering guidelines will dictate minimum setback distance or the railroad will determine setback as part of the acquisition agreement. At an absolute minimum, trail users must be kept outside the “dynamic envelope” of the track; that is, the space needed for the train to operate (Rails With Trails: Best Practices and Lessons Learned).

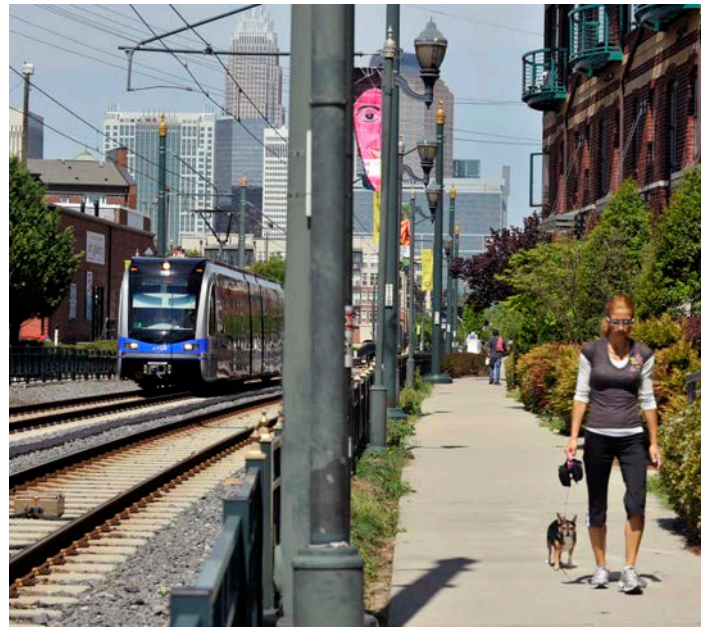


Typical Application

A majority of rails-with-trails are located within 30 feet of active railroad tracks. In some cases, space needs to be preserved for future freight, transit or commuter rail service.

Design Features

- Shared use paths along rail corridors should meet or exceed general design standards. If there is available ROW, wider paths and landscaping are desirable.
- Barriers placed between trails and railroad tracks include fencing, vegetation, grade separation, ditches, and concrete walls. Fencing should be a



Charlotte Trolley Trail in Charlotte, North Carolina

North Carolina Rail-Trails / Nancy Pierce

NEIGHBORHOOD ACCESSWAYS

Neighborhood Accessways are short sidewalks or shared use paths that provide direct pedestrian and bicycle connections to destinations that would otherwise require out-of-the-way travel in the surrounding street system. These destinations include, but are not limited to, parks, greenspaces, and other recreational areas. Accessways are used to minimize the travel distance for pedestrians and

bicyclists in areas that have a street system with limited pedestrian and bicycle connectivity.

Typical Application

Accessways are used to create connections between local streets, residential streets, and trails. Accessways can also be used to connect cul-de-sacs to the surrounding street network.



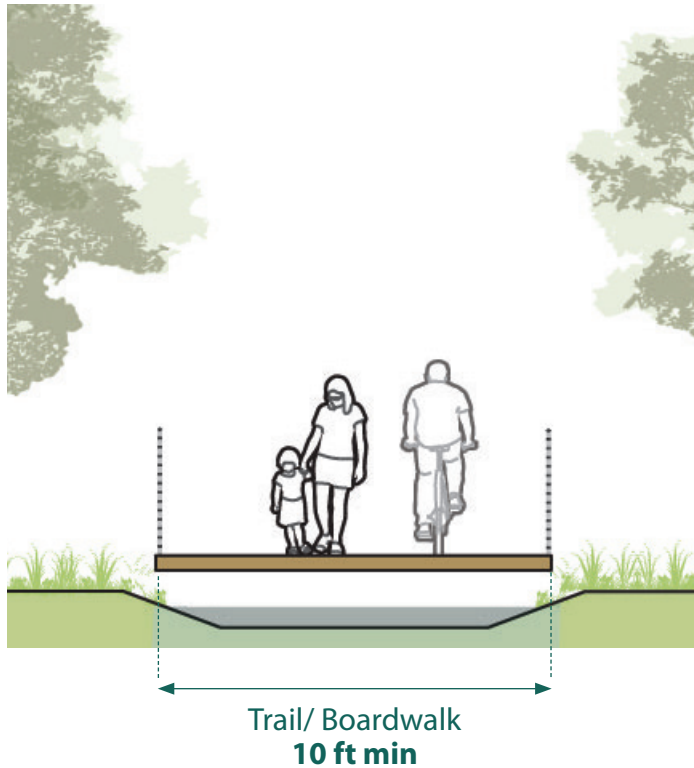
*A neighborhood accessway in a residential area
Pedbikeimages / Dan Burden*

Design Features

- Neighborhood Accessways should be open to the public
- **A** Trail pavement should be a minimum of 8' to accommodate emergency and maintenance vehicles. They should also meet ADA requirements and be designed for multi-use.
- Trail widths should be designed to be less than 8' only in instances to protect large mature trees with 18" or more calipers, wetlands, or other ecologically sensitive areas.
- Access trails should slightly meander whenever possible.

BOARDWALKS

A boardwalk is a constructed pathway, slightly elevated over a natural surface that would be unsuitable or inappropriate for at grade construction. They are typically constructed of wooden planks or recycled material that form the top layer of the boardwalk.



Typical Application

Boardwalks are typically used when crossing streams, rivers, creeks. They are also used for crossing through wetlands and other poorly drained areas.

Design Features

- Boardwalk width should be a minimum of 10 feet when no rail is used. A 12-foot width is preferred in areas with average anticipated use and whenever rails are used.
- A 6" curb rail is recommended. However, a 42" guiderail is required at locations where there is a 30" or greater difference in the low water bridge elevation and the ground elevation below (AASHTO 2012).
- To support vehicle access, boardwalks should be

designed to structurally support the weight of a small truck or a light-weight vehicle.

Maintenance

Decking should be non-toxic treated wood or recycled plastic. Cable rails are attractive and more visually transparent but may require maintenance to tighten the cables if the trail has snow storage requirements.

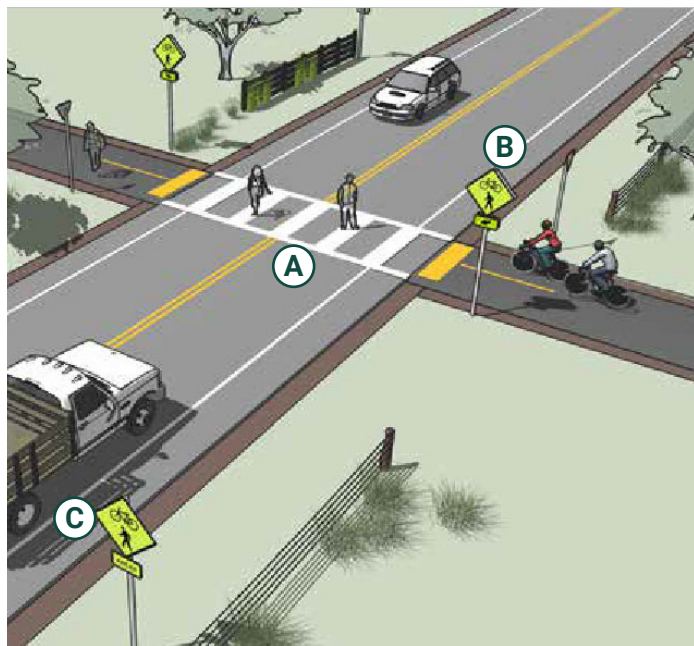


*A pedestrian and bicyclist boardwalk in Missoula, MT
Pedbikeimages / Eloisa Raynault*

MARKED CROSSING

MARKED AND SIGNED CROSSING

Markings must be used to create a legal crosswalk, when a shared use path crosses a roadway at a midblock location. The most simple marked crossing type uses high visibility crosswalk markings with crossing warning signs.



Typical Application

Marked and signed crosswalks are typically used where shared use paths intersect with collector or minor arterial roadways. Midblock path crossings should not be placed within 250 feet of an existing signalized intersection. Align the path directly to the existing signalized intersection if it is the closest crossing available.

Design Features

- (A) High visibility crosswalk markings
- (B) Bicycle/Pedestrian warning sign (W11-15) with downward arrow plaque (W16- 7P) at the crossing, on both sides. Bicycle and Pedestrian figures on the sign should always face toward the crosswalk.

- (C) A Bicycle/Pedestrian warning sign (W11-15) with “ahead” plaque (W16-9) before the crossing.

Maintenance

Maintaining marked crossings should be a high priority, because markings need to be visible to be effective. Thermoplastic or epoxy markings offer increased durability over conventional paint.

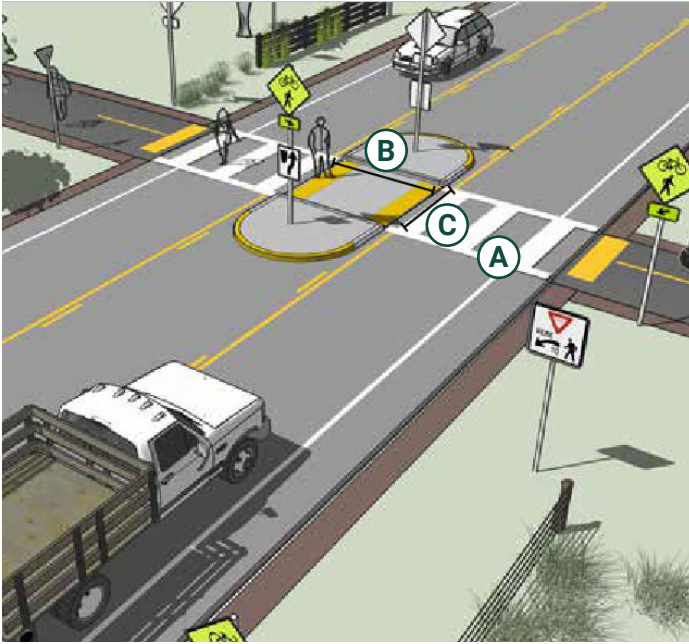


Marked and signed crossing in Cornelius, North Carolina

Pedbikeimages / Dan Burden

MEDIAN ISLAND REFUGE CROSSING

Median island refuges help improve pedestrian safety by allowing pedestrians to safely cross one direction of traffic at a time. They reduce pedestrian's exposure to vehicular traffic by shortening the crossing distance. Median island refuges are typically located at the midpoint of the crossing.



Typical Application

Median island refuges can be applied on any roadway with a left turn center lane or 8' wide or more median. They can also be applied on roadways that have wide lanes or shoulders that can be reduced to provide an 8 ft space for an island.

Design Features

- A** Median island refuges should be paired with a Marked Crosswalk and Advanced Yield Line crossing treatment package.
 - Design the island with an at-grade space through the island rather than using ramps and landings. Detectable warning strips should be a full length of the through space and 2 ft wide to provide indication for people with vision disabilities.
- B** The standard refuge area depth should be 10 ft, 8 ft minimum to accommodate bicyclists
- C** The path through the median should be the same width of the crosswalk and the connecting shared use path.

Maintenance

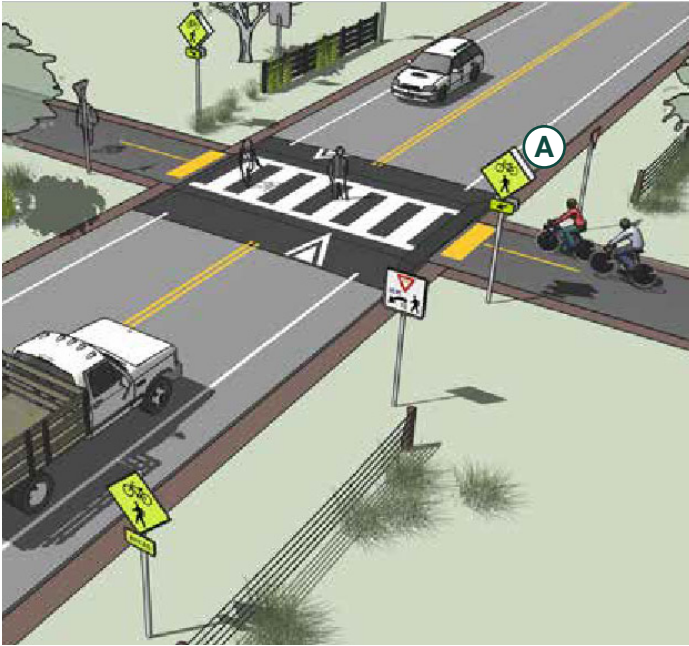
Trees and plantings near the island refuge should be maintained in order to maintain visibility of the refuge. During winter seasons refuge islands should be visible to snow plow crews and should be kept free of snow piles that may block access.



*A median island refuge in Charlotte, North Carolina
Pedbikeimages / Dan Burden*

RAISED CROSSWALK

Raised crosswalks are a combination of a raised speed-table and a marking crosswalk to increase vehicular yielding rates. It is also used to highlight road user priority with its geometric design.



Maintenance

The raised crosswalk should have a smooth curve profile in order for snow plows to operate on the streets that they are applied on.



*A raised crosswalk in a residential area
Pedbikeimages / Dan Burden*

Typical Application

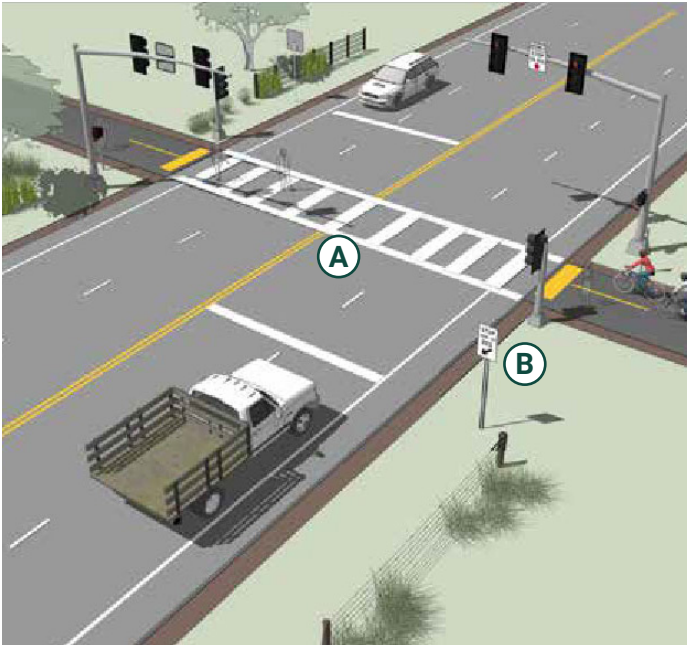
Raised crosswalks may be used at mid-block or intersection crossings on local, collector and, in limited circumstances, arterial streets. They are also applicable on streets with speeds at or below 30 mph- 35 mph in locations with high pedestrian traffic and maximum traffic volumes of 3,500-4,000 vehicles per day.

Design Features

- A** Median island refuges should be paired with a Marked Crosswalk and Advanced Yield Line crossing treatment package.
- Where parking lanes exist, curb extensions should be used to shorten crossing distance and position users in a visible location. Parking should be prohibited between the yield line and marked crosswalk.

FULL TRAFFIC SIGNAL CROSSING

Signalized crossings are considered the most protected crossings for pedestrians. The use of a full traffic signal provides standard red, yellow, and green traffic signal heads for all four legs of the intersection. This allows pedestrians to safely cross the intersection on the legs that vehicular traffic is stopped by the red signal head.



Maintenance

Traffic control signals should be regularly maintained to ensure that all lights and detection hardware are functional



*A signalized crossing Minneapolis, Minnesota
Pedbikeimages / Adam Lyons*

Typical Application

Traffic signal installations must meet MUTCD warrants

Design Features

- A** Full Traffic Signal should be paired with a Marked Crosswalk and Advance Stop Bar crossing treatment package.
- B** Push buttons should be easy to identify and located on the right-hand side of the path. They should be positioned so that bicyclists do not have to dismount to activate.
- Parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 ft (6 m) beyond the marked crosswalk to provide adequate sight distance.

10

RECOMMENDATIONS

11

TRAIL OPERATIONS, MAINTENANCE, SAFETY AND SECURITY

OVERVIEW

The following guiding principles will help assure the operation of a first-class trail:

1. Good maintenance begins with sound planning and design.
2. Foremost protect life, human dignity, property, and the environment.
3. Promote and maintain a quality outdoor recreation and transportation experience for users of all abilities.
4. Maintain quality control and standards and conduct regular inspections.
5. Develop a management plan that is reviewed and updated annually with tasks, operational policies, standards, and routine and remedial maintenance goals.
6. Conduct regular inspections and keep complete records.
7. Maintain an effective, responsive public feedback system and promote public participation.
8. Respectful of boundaries to adjacent properties.
9. Operate a cost-effective program with sustainable funding sources.
10. Establish, adopt, and implement a uniform plan and level of quality amongst all of respective agencies and jurisdictions along the entire trail.

OPERATIONS AND MAINTENANCE AGREEMENTS

Trail segments or phases are typically not managed by one agency or organization. Often, trail segments are managed by multiple entities. This will mostly be the case with any of the alternatives selected, as the trail will be multi-jurisdictional, extending through unincorporated Lee County, the City of Bonita Springs, Collier County, and the Village of Estero. Wider coordination with the Lee and Collier

Metropolitan Planning Organization will also likely be necessary. It is possible that management of the trail could involve the Florida Greenways and Trails Foundation or other partners, and then is transferred over to the appropriate jurisdictions at the appropriate time, depending on what works best for implementation. It will be necessary to execute management agreements for each segment or phase of the future trail. An example Operations and Maintenance (O&M) Interagency Agreement is included in the Appendix of this report.

O&M STRATEGIES AND ACTIONS

An O&M Plan should be in place prior to trail construction to keep a well-maintained, safe, secure and pleasant-to-use trail that is inclusive to all. O&M plans describe tasks of work to be performed, along with policies and programs that will be undertaken by responsible partners to operate, manage, and maintain the trail. The term operations and maintenance refers to day-to-day tasks, long-term remedial tasks and programs performed to assure resources and facilities of the trail are kept in a usable condition. This begins with sound design, durable construction, and a comprehensive O&M Plan. Community groups, residents, business owners, developers, and other stakeholders will continue to be stakeholders in the long-term stewardship of the resources preserved and enhanced by the trail.

ROUTINE MAINTENANCE

Routine maintenance refers to the normal regime of trail sweeping, trash and debris removal, sign replacement, weed control, tree and shrub trimming, and other regularly scheduled activities. Routine maintenance also includes minor repairs and replacement such as fixing cracks and potholes or repairing broken furniture and furnishings.

REMEDIAL MAINTENANCE

Remedial maintenance refers to correcting significant defects as well as repairing, replacing, or restoring major components that have been destroyed, damaged, or significantly deteriorated during the life of the project. Some items ("minor repairs") may occur on a five-to-ten-year cycle such as repainting, seal coating asphalt pavement, or replacing signage. Major reconstruction items will

occur over a longer period or after an event such as a significant storm event. Examples of major reconstruction remedial maintenance include: stabilization of a severely eroded hillside, repaving portions of the trail surface, repaving a street used for biking, or replacing a bicycle and pedestrian bridge. Remedial maintenance should be part of a long-term capital improvement plan.

SEASONAL MAINTENANCE

Seasonal maintenance is in addition to the routine and remedial categories and includes seasonal tasks

that should be performed on an as needed basis. Designated maintenance crews should remove leaf debris, sediment from flood events, etc. from all trail facilities as soon as possible. Leaf debris is hazardous when wet and special attention should be given to facilities with heavier usage.

Life Cycle of Built Facilities

Constructed trail facilities will have a limited life cycle, or useful life. The life cycle varies based on environmental impact, use, and care of the resource. The following chart offers a typical life cycle for major trail elements.

Table 11.1. Trail Component Life Cycle Replace Costs

Trail Component	Life Cycle (Years)	Cost
Trail Materials		
Asphalt Trails	10-15	\$1.5 million/mile
Concrete Trails	25-35	\$2 million/mile
Gravel Trails	5-7	\$500 K/mile
Wood Bark Trails	2-3	\$750 K/mile
Wood Boardwalk Trails	7-10	\$2 million/mile
Amenities and Supporting Infrastructure		
Greenway Signage	7-10	\$5 K/sign
Park Bench	7-10	\$4.5 K/bench
Trash Receptacles	7-10	\$2 K/trash can
Wood Bollards	5-7	\$750/bollard
Metal Bollards	15-20	\$2.5 K/bollard
Crosswalks	3-5	\$7.5 K/crosswalk
Asphalt Parking Lot	10-12	\$10 K/space
Street Bicycle and Pedestrian Bridge	15-20	\$75 K/foot

Source: Greenways Incorporated (2022)

SAFETY AND SECURITY ON TRAILS

There is little evidence that supports trails as unsafe, insecure spaces. In fact, some research has found that crime rates remain generally unchanged or decrease near trails after they open, as in the case with a study that focused on trails in Indianapolis, Indiana¹. However, there is no evidence to support that trails increase safety issues.

DEFINITION OF SAFETY AND SECURITY

Safety is the prevention of accidents and user conflicts by reducing the likelihood of danger or risk. This is typically addressed through design criteria to prevent accidents and user conflicts. For the purposes of this report, safety will focus on environmental conditions and perceived safety through Crime Prevention Through Environmental Design principles.

Security is the protection of property and people from intentional acts that could result in injury or harm. This includes crime prevention and law enforcement (See **Crime Prevention Through Environmental Design** Section).

PERCEIVED SAFETY AND SECURITY

Perceived safety and security are essential to an individual's perception of risk. It is important to understand the influence of risk perception on a user's decision to use the planned Lee County trail and while using the trail. When visitors of all ages, backgrounds, and abilities feel secure and welcome on the trail, it empowers the community to take pride and ownership of the space. Community ownership of space can help reduce perceived security concerns. Interpreting personal security in public space can be subjective; however, key physical attributes in the landscape can promote a greater sense of security and user confidence.

¹ Ottensmann, John. (2020). The Development of an Urban Greenway Trail System and Levels of Crime.

SAFETY AND SECURITY CONCERNS FOR LEE COUNTY TRAILS

Some members of the public express concerns regarding a multi-use trail in the rail corridor operating through the Vines, a gated community and golf course in Estero.

Specific concerns included:

- Creating a potential conflict point with at grade trail crossing at Vintage Tree Parkway when accessing club house and/or exiting and entering community
- Bringing many people walking through a gated community, viewed as detrimental to the essence of a gated community
- Irreversibly negatively altering the Vines Community, a community with more than 30 years of history
- Impacting trees and foliage planted after Hurricane Irma at significant expense
- Endangering trail users with flying golf balls and thereby creating liability issues
- Negatively affecting golf course users
- Increasing safety and security concerns; community was gated for security reasons
- Lowering home values and affecting saleability
- Creating potential conflict points with grade trail crossing at Vintage Tree Parkway

The concerns reflected by members of the Vines Community are common when communities initially are considering the opportunity to have improved access to a public amenity. Auspiciously, substantial design strategies have been developed to address similar concerns and can be applied to the Lee County Rail Trail.

The following sections seek to take the Vine Community's concerns into thoughtful consideration, while presenting mitigation efforts to ensure that the proposed trail is a beneficial asset to all of its stakeholders and neighbors.

The following sections discuss the following:

- Strategies that particularly respond to concerns about increased criminal activity
- Strategies that specifically address unique issues due to proximity to golf courses.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

Crime Prevention Through Environmental Design (CPTED) is a proactive technique in which the design and effective use of the built environment can lead to a reduction in the fear of and incidents of crime and asocial behavior. CPTED strategies rely upon the psychological design of space to influence user decisions that affect the built, social, and administrative environment rather than addressing crime concerns by implementing visually affronting security or target-hardening measures. CPTED promotes high quality and visually pleasing solutions as first responses that aim to enhance the legitimate use of space. CPTED interventions can be applied without interfering with the original design program of a space. It can be economical to implement, especially if it is done early at the planning and design stages of a project. The five principles of CPTED include:

- Natural Surveillance
- Natural Access Control
- Territorial Reinforcement

While CPTED originates as a community-driven application, it is subject to individual practitioner biases, especially in law enforcement. If applied improperly or in a vacuum, CPTED can rely too heavily on enforcement and may result in disproportionate policing of space and bias against specific groups of individuals, including people of color and youth. CPTED strategies are successful when multiple sectors of the community are involved and the project maintains the goal of providing public space that is safe, secure and welcome to all users.

NATURAL SURVEILLANCE

Natural surveillance helps reduce criminal activity by increasing the perception that people can be seen while using a trail. Natural surveillance occurs by designing the placement of physical features, activities, and people in such a way as to maximize visibility and foster positive social interaction among all users of public space. It is important that natural surveillance design does not support the

reinforcement of negative stereotypes among all users. Natural surveillance design features include:

- Use adjacent roadways and the passing vehicular traffic as a surveillance asset.
- Create landscape designs that provide surveillance, especially in proximity to designated points of entry and opportunistic points of entry.
- Use the shortest, least sight-limiting fence appropriate for the situation.
- When creating lighting design, avoid poorly placed lights that create blind-spots for potential observers and miss critical areas. Ensure potential problem areas are well-lit: pathways, stairs, entrances/exits, parking areas, children's play areas, recreation areas, storage areas, dumpster and recycling areas, etc.
- Avoid too-bright security lighting that creates blinding glare and/or deep shadows, hindering the view for potential observers. Eyes adapt to night lighting and have trouble adjusting to severe lighting disparities. Using lower intensity lights often require more fixtures, resulting in blinding glare and/or deep shadows, hindering the view for potential observers.
- Place adequate lighting along the trail and other pedestrian-use areas so that they are well-lit.
- Natural surveillance measures can be complemented by mechanical and organizational measures. For example, closed-circuit television (CCTV) cameras could be utilized.

NATURAL ACCESS CONTROL

Natural access control limits the opportunity for crime by taking steps to clearly differentiate between public space and private space. Natural access control occurs by selectively placing entrances and exits, fencing, lighting, and landscape to limit access or control flow.

- Use a single, clearly identifiable, point of entry.
- Use low, thorny bushes to keep people out of sensitive areas.
- Use waist-level, picket-type fencing to control access and encourage surveillance.
- Use natural access control to complement mechanical and operational access control measures, such as target hardening. Target hardening involves applying locks, physical

barriers, security gates, etc.

NATURAL TERRITORIAL REINFORCEMENT

This is the process of establishing a sense of ownership, responsibility, and accountability for the public trail, and to impress upon visitors that a space is cherished by its neighbors. Territorial reinforcement measures, which may be physical or symbolic, tell people they are in a defined public space. Territorial reinforcement along trails can use color, texture, and hardscape variations to signify that the trail is public. Branding techniques used by the The Village of Estero, The City of Bonita Springs and Lee County are also successful strategies, such as signage and wayfinding systems. Public art on trails is also a positive method of territorial reinforcement, as it provides a message of public or civic space to users.

Natural territorial reinforcement occurs by using



*Bicycle Art on the MoPac Trail in Nebraska
Alta Planning + Design*

buildings, fences, pavement, signs, lighting and landscape to express ownership and define public, semi-public and private space. Additionally, these objectives can be achieved by assignment of space to designated users in previously unassigned locations.

- Maintain premises and landscaping such that it communicates an alert and active presence occupying the space.
- Provide trees in residential areas. Research indicates that, contrary to traditional views within the law enforcement community, outdoor residential spaces with more trees are seen as significantly more attractive, safer, and more likely to be used than similar spaces without trees.
- Restrict private activities to defined private areas.
- Scheduling activities in common areas increases proper use, attracts more people, and increases the perception that these areas are safe.

Specific Mitigation Strategies for Trail Impact on Neighboring Golf Courses and Gated Communities

Golf courses are developed and designed for a specific user group and activity (golfers and golf). Golf courses are not public areas like parks or open green space. Managers of private and public golf courses operate these facilities to make a profit, and are concerned with a golfer's appreciation and enjoyment of the course.

Golf course developers and operators plan, design, and operate their facilities assuming there will be no general public access. There typically are not corridors preserved for trails or bikeways, nor is there consideration given for allowing the general public to traverse the greens or tee areas. Any trail that is being considered for an area with an existing or proposed golf course should work very closely with the course managers and designers before basic feasibility can be determined.

Design Considerations

When considering any route that is close to a fairway or tee, or a route that bisects a golf course, it is important to consider direction of the tees, fairway, greens, and golf cart circulation. On tees, any trail located within a 180-degree arc of the tee orientation and within 200 yards or less in distance, will need

to be buffered by berms, fencing and/or trees and shrubs. It is recommended that tees be oriented as far away from the trail as feasible. On fairways, any trail located within 50 feet of the fairway would also need to be buffered by berms, trees and/or shrubs, similar to a public roadway. Any trail located closer than 50 feet from the backside of a green would need similar protection.

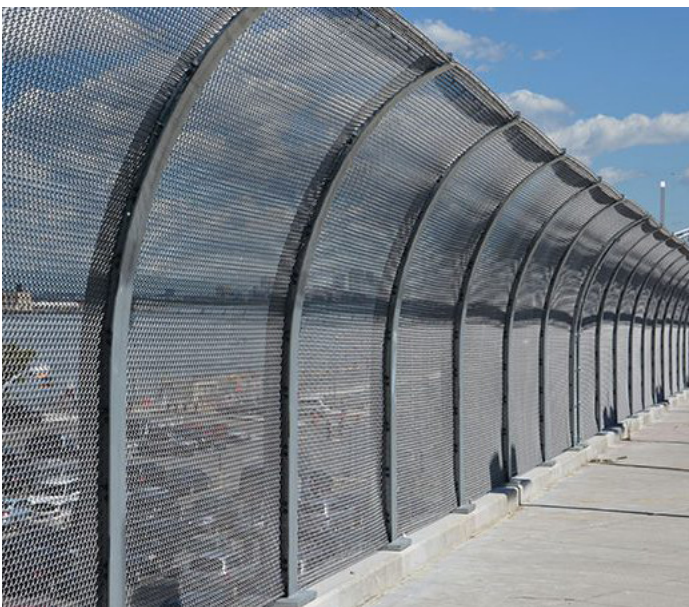
There are various fencing and barrier types that can be used to create the buffer recommendations previously.

FENCING STRATEGIES:

Fencing Types – At some point given proximity to active course areas, fencing will be necessary to protect trail users from errant golf balls. Below is a compilation of fencing types.

The high curved fences are typically a minimum

High Curved Fences



Curved fencing near the Staten Island Ferry Eagle Fence

of 12 feet in height and curved at the top. The photograph above shows an example where the fence is painted black to blend with the landscape. Below, is an example of utilizing trees as a form of visual as well as protective screening for trail users. In many cases no fencing is needed due to golf course configuration and thorough understanding of

possible golf ball trajectories.
Limited information from existing case studies

Vegetation



*Vegetation buffer along a paved trail
Alta Planning + Design*

indicates that safety, security, and liability have not been major problems on existing trails. If properly designed and managed, a trail would have roughly the same safety conditions as a home or public road located next to a golf course—both common conditions. The following sections outline how a trail can maximize safety and security along golf courses while minimizing liability.

Above are examples of more extensive as well as

Cage



*Chain link cage over trail
Presidio Custom Metalworks*

Netting



*Netting between a golf course and Horse Creek Trail
TrailLink*

costlier methods of protecting trail users. The cage fencing fully encloses trail users which would be appropriate for trail alignments that pass under driving ranges. Netting allows for intercepting higher flying golf balls and while the initial cost of materials is low compared to metal fencing, long-term maintenance and replacement should always be considered when choosing this material. When building a trail along a golf course, signage is

SIGNAGE



*No Trespassing signage
Viewpoint Vancouver*

necessary for delineating the point of entry to private golf course property. Trail users should be made aware of the Estero Golf Course hours of operation and given reminders on ways to ensure respectful conduct. Simple and legible signage with text printed against a contrasting background color is ideal.

Signage – Signs can help manage trail users in golf course areas. Some trails post a sign at the trail entry reading: “Active Golf Course. Stay on the trail surface, no stopping, and please be quiet. Flying golf balls may cross the trail: use at your own risk.”

TRAIL DESIGN

In order to maximize safety and function for users, and to minimize liability exposure for the project developer/operators, the trail design should meet all mandatory and advisory standards as identified by the local agency, FDOT, and other relevant agencies and documents. A Design Exception process should be completed with appropriate documentation on (a) the need for any non-standard design, (b) any remedial actions needed to address potential problems, and (c) an analysis on the potential for safety problems.

Maintenance Costs

1. Provide an adequate pavement structural section (3") to support maintenance vehicles
2. Minimize the extent of retaining walls and slope disruption
3. Provide adequate access to the path to prevent trespassing
4. Provide adequate fencing where needed

Properly designing and managing a trail should achieve a reasonable level of safety and security. Studies by the Rails-to-Trails Conservancy indicate that crime and other problems on bike paths generally is the same as the adjoining communities. These studies have also shown that the best and most effective method of enhancing safety and security is to design a functional facility that is well used by the general public. Bike paths in isolated locations exist around the country and have generally not experienced significant safety problems. The approach to safety and security outlined in this plan is to provide reasonable security features and be prepared to enhance those efforts in the future if safety and security prove to be problems.

Preventing Trespassing

In order to minimize the risk of trespassing across the golf course, a higher security type of fencing shall be installed. This may include hardened steel or wrought iron.

A summary of key security and safety measures is presented below.

1. The golf course will be posted "No Trespassing" to keep trail users out of restricted areas. Appropriate fencing that discourages scaling by potential trespassers will be provided as needed. No Trespassing signs will be posted with maximum fines supported by local ordinance.
2. The Trail Manager will provide local fire and police departments with a map of the system, along with access points and keys/combinations to gates/bollards.
3. The local agencies will enforce rules of the road and other standard recreational guidelines.

ADOPT-A-TRAIL

An Adopt-a-Trail program is one method for maintaining the environmental and aesthetic quality of the trail by generating a strong sense of ownership among citizens. Through the Adopt-a-Trail program, residents, businesses, trail users, and various community groups can have an active role in maintaining the lands and facilities of the trail. Volunteers work with local agency staff to participate in various projects, which may include:

- Litter pickup
- Leaf raking
- Graffiti removal
- Spreading of mulch, gravel
- Sweeping of paved trails
- Removal of exotic invasive plants
- Reporting of safety hazards, illegal dumping, injured or dead animals, storm damage, and other issues
- An example Adopt-a-Trail form is included in the Appendix of this report.

TRAIL AMBASSADOR PROGRAMS

Trail Ambassadors differ from those who participate in Adopt-a-Trail services. Ambassadors are an additional set of eyes and ears on the trail. They promote goodwill, help trail users with minor needs (such as directions) and promote safety and authorized use of the trail. Ambassadors often work

in pairs and are usually given clothing to signify their status. Ambassadors are typically volunteers who provide services to an entire trail corridor. Some communities may deputize Ambassadors and provide them with telecommunications equipment. Ambassadors are skilled in first aid, they are very knowledgeable about the trail and location of services and facilities, and they are also knowledgeable about natural and cultural resources. As with Adopt-a-Trail programs, Trail Ambassadors will undergo orientation and training. This training should include Diversity, Equity and Inclusion (DEI) training to prevent biases while volunteering. They are asked to work specific dates and times. Some local governments will ask that they sign waiver of liability forms. Often times, Ambassadors make use of a bike to complete their service. An example Trail Ambassador program is included in the Appendix of this report.

TRAIL WATCH PROGRAM

A Trail Watch program for the trail will help to promote safety and appropriate trail use by providing information and assistance to all trail users. Trail Watch Volunteers observe and document safety issues requiring attention, serve as a positive presence on the trail and would assist the local governments and law enforcement agencies with keeping the trail safe and well maintained.

FUNDING FOR O&M

Several types of funding sources can be identified and it is likely that a combination will offer the best solution. Following are potential funding sources:

- Budget Allocation Commitments
- Partnerships
- Dedicated Tax
- Creating an Endowment
- Earned Income and User Fees
- Outside Funding Sources
- In-Kind Services

BUDGET ALLOCATIONS

These funds come directly from annual budget allocations by the respective municipalities and regional partners. Typically, this is the most reliable revenue source for project management, operations, and maintenance. This is the most common and likely source of O&M funding. Note that on most projects around the nation, private donors or other potential partners will want to see a strong long-term public commitment to management as a condition of awarding grants for capital trail improvements and management programs.

PARTNERSHIPS

Some the elements of the program serve multiple public and private benefits including access for floodway and stream bank upkeep, promotion of local businesses, utility access, school facilities, road maintenance, and enhancement of adjacent private properties. This may provide a number of opportunities for task sharing and cost sharing among the various beneficiaries. These options should be vigorously and creatively explored. In addition, area businesses may have a vested interest in sponsoring and participating in trail maintenance along segments of the corridor.

DEDICATED TAX

A number of communities have specific dedicated tax programs in place such as open space sales tax or special districts with property tax based funding. To implement such a program, it will be important to have a specific visionary plan in place and build broad-based public support and partnerships

with park, recreation, and open space advocacy groups. Pursuing this process should begin with an examination of the potential property, sales, lodging, and other potential tax bases.

For example, Johnson County Park and Recreation District in Shawnee Mission, KS raises approximately \$1 million annually through a mill levy with 50% going to construction and maintenance of trail and open space facilities. Jefferson County, CO passed a ½ cent Open Space Tax in the late 1970's. This tax generates over \$14 Million annual for acquisition and maintenance of open spaces, trails, and local park facilities. Voters in the St. Louis area approved a bi-state regional park district effort. They created the multi-county Metropolitan Park and Recreation District on the Missouri side and the Metro East District on the Illinois side. With a 1/10-cent sales tax allocation the two districts raise approximately \$10 million annually (\$9 million on Missouri side and \$1.5 million on the Illinois side). A portion of the funds will go toward building and maintaining an extensive regional trail and greenway system.

CREATING AN ENDOWMENT

An endowment is a set-side account held strictly to generate revenue from investment earnings. The endowment could be held by a non-profit, such as the Florida Greenway and Trails Foundation. Funding of the endowment could come from a percent of capital grants and from an endowment campaign. The endowment could also be funded by bequests and deferred giving such as donations of present or future interests in stock or real estate. To have an effective impact the endowment should have several million dollars in its "corpus" (asset holdings). This endowment could be built up gradually in tandem with project development. Some private organizations, such as the Yakima River trail system Foundation in Washington State, earn funds through bingo and special events.

EARNED INCOME AND USER FEES

This is a revenue stream created by the use of the amenities such as a user permit for trails and open space facilities. This might be an annual pass that can be purchased online or at grocery stores, community centers, etc. Cannon Falls, MN raises funds through a "Wheel Pass" program where users

18 and older must purchase a user permit providing funds for trails maintenance. Another community near Saratoga, NY, a \$35/year membership fee subsidizes trail maintenance. In an option would be leasing trail rights-of-way for fiber-optic and other utility corridors. The Niagara River Trail (Canadian side) and the W&OD Trail Corridor in Virginia (Northern Virginia Regional Park Authority) receive several hundred thousand dollars annually in lease revenue for telecommunications cable license fees.

In most cases, however, earned income revenue streams are not likely to fund more than a fraction of the total management costs, though the fraction could be substantial. Note that these programs have an administrative cost. Furthermore, it is also important to avoid compromising or commercializing the quality of the trail.

OUTSIDE FUNDING SOURCES

Outside contributions include outside public and private sector grants that can be applied toward management including routine and remedial maintenance. Presently the Federal ARRA “Stimulus” program has funded trail replacement projects in a number of locations, though availability of such programs in the future are hard to predict. Private contributors might help fund seasonal youth “trail ranger” programs or purchase equipment such as a sweeper. Creation of a trail advocacy/land conservancy non-profit might offer a way to raise money through “membership” donations. Note that, with the exception of remedial projects, generally, private donors are not interested in funding operations and maintenance. Many forms of outside funding may be unpredictable year after year and therefore is “uncontrollable income.”

IN-KIND SERVICES

Management services might be supported and enhanced by available non-cash resources such as volunteers, youth, student labor, user groups (such as cyclist associations), correctional services, and seniors. In-kind support may also include donations of materials and equipment. Groups may be encouraged to “adopt” a park or a trail and hold annual fundraisers. The corridor might also be eligible for youth programs such as AmeriCorps.

Note, however, that volunteer and in-kind participation will likely meet only a fraction of the operations and maintenance needs and funding of these programs may be sporadic. The management program will still need a base of trained professionals and proper equipment. These programs require staff time to coordinate.

Volunteers offer a cost-effective method for maintaining certain aspects of the trail. For example, local Eagle Scouts can work with local government staff to build or repair bridges and help with other small construction projects. The Federal Volunteer Protection Act of 1997 protects the volunteer worker. This act protects volunteers of nonprofit organizations or governmental entities. The Act states that such volunteers are not liable for harm caused by their acts of commission or omission provided the acts are in good faith.

TRAIL PROGRAMMING

A trail is an ideal landscape for programming and hosting of events. Some of these events can generate additional revenue for local governments to help offset the costs associated with operation, maintenance, and management of the trail. The trail can also serve as an outdoor classroom where the young and the elderly alike can learn about the wonders of nature and visit important cultural landscapes that are part of our community. Local governments can work with schools such as Bonita Springs Charter School, Estero High School, Island Park High School among others, colleges and universities such as, Florida Gulf Coast University, organizations, and groups on a case-by-case basis, to make the trail areas available for ecological and environmental study. Typically, a local government will review and approve curricula and programs that include access and use of trail to ensure that these programs are compatible with other non-programmed uses.

PERFORMANCE EVALUATION

Once the trail is opened for public use, the lead agency should work with local governments such as the Village of Estero and the City of Bonita Springs to evaluate its use and performance and safety. For example, if transportation funds were used, how effective is the trail segment at providing alternatives to the use of cars for a specific trip? If environmental

education was a primary emphasis of a particular segment, how effective has the segment been in serving the educational needs of school groups? Evaluations can be completed starting within one year of the official public opening of a given segment.

LOCAL JURISDICTION INTERVIEWS

OVERVIEW

There are numerous governance structures often used for managing and maintaining multi-use paths across the United States. They include single governmental organizations such as state or local agencies, multi-agency collaborations such as cooperative arrangements or commissions, or new entities such as joint powers authorities or special districts. In some cases, nonprofit organizations are responsible for path operations and maintenance.

The Lee County Rail Trail will exist within a multi-jurisdictional landscape, and will require a governance structure capable of coordinating among several stakeholders, including local governments, nonprofit organizations, and the public. Key to the smooth management of the Lee County Rail Trail is an understanding of the level of available resources and commitment of local governments to maintain and operate the trail as a public facility.

STAFF INTERVIEWS

Staff from Lee County, Village of Estero, and City of Bonita Springs were interviewed by the planning team to discuss existing maintenance and operation structures in their communities as well as future capacity to take on more inventory. Expectedly, the size of each municipality is contingent on the availability of resources. Some government agencies can contribute available staff resources to support maintenance; others provide monetary resources and contract the labor required to manage segments of trail within their respective jurisdictions. Topics of discussion included routine and remedial maintenance responsibilities for the trail; safety and emergency response, and patrolling.

A summary of discussion points is listed below:

Controlling Access

Once the rail corridor is acquired, either through purchase of an easement or through railbanking, it becomes public right-of-way. Roadway crossings at the former rail corridor are also public rights-of-way so it will be challenging to control or limit access along the adjacent properties at these areas, should control be desired. Fencing, grade-separated crossings, and vegetation were discussed as potential buffers or barriers where there are proximate single-family homes.

Public Safety

Lee County is the prevailing authority for public safety in the study area, and provides community policing for the local governments. The County Sheriff's office will be responsible for emergency and incident response. This structure will continue once the trail is built.

Maintenance Expectations

Routine and remedial maintenance duties are understood by all those interviewed for the trail. There was some concern regarding areas adjacent to the trail easement or maintenance easement. Future maintenance agreements will need to be clarity on private/public boundaries and level of service since local governments do not have the resources or capacity to maintain areas adjacent to the trail, even those that have been improved as part of the trail project. Introducing a project of this scale would require Lee County to hire at least two additional maintenance staff. The expectation would be that in areas of Bonita Springs and Estero, those communities would provide cost contribution to offset maintenance demands. Mowing and other landscape maintenance would be contracted out to a private service.

Special Considerations

Other items to be considered during trail management include homeless encampments. While not pervasive along the corridor, it has been observed. Alligators during mating season can also be a safety issue along canals.



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

CITY COUNCIL WORKSHOP MINUTES

December 21, 2022
2:00 p.m.

1. Call to Order

Mayor Rick Steinmeyer called the workshop to order at 2:05 p.m.

2. Roll Call

Mayor Steinmeyer and all Council Members were in attendance, except for Council Member Chris Corrie.

3. Presentations by Proposers for RFP 22-12 State Legislative and Executive Branch Lobbying Services

A. Greenberg Traurig

Hayden Dempsey, with Greenberg Traurig, presented the firm's experience and qualifications.

B. Sunrise Consulting Group

Shawn Foster and Andrew Kalel, with Sunrise Consulting Group, presented the firm's experience and qualifications.

C. GrayRobinson

Chris Carmody, Ryan Matthews, and Robert Stuart, Jr., all with GrayRobinson, presented the firm's experience and qualifications.

D. PooleMcKinley

Dan Delisi, in partnership with Angela Dempsey, Will McKinley, and Sophie Smith of PooleMcKinley, presented their team's experience and qualifications.

4. Council Discussion

Council Member Jesse Purdon motioned to table Council discussion to the regular meeting; Council Member Laura Carr seconded; and the motion carried unanimously.

5. Public Comment

Dwight Esmon commented on the qualifications of all proposers.

6. Adjournment

There being no further items to discuss, the workshop adjourned at 4:14 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Mayor Rick Steinmeyer

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-01-001
January 18, 2023

REQUESTED MOTION: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs.

Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments. At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 22-78 issued on December 19, 2022
 2. Resolution No. 22-82 issued on December 26, 2022
 3. Resolution No. 23-01 issued on January 2, 2023
 4. Resolution No. 23-02 issued on January 9, 2023
-

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
RESOLUTION NO. 22 - 78

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

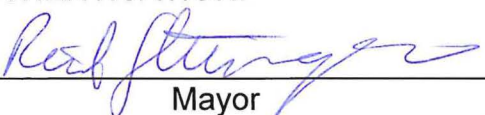
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

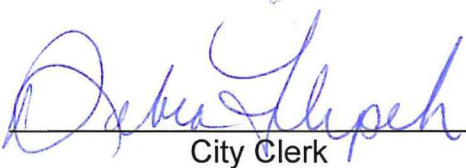
Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

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

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney

Date filed with City Clerk: 12/19/2022

CITY OF BONITA SPRINGS
RESOLUTION NO. 22 - 82

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

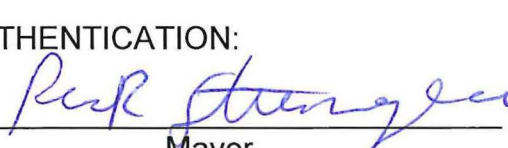
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

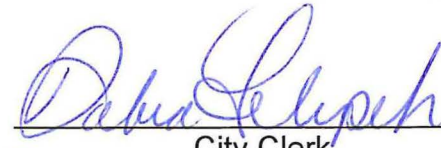
Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 26th day of December, 2022.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney

Date filed with City Clerk: 12/26/2022

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-01

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

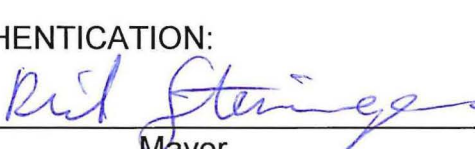
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 2nd day of January, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney

Date filed with City Clerk: 1/2/2023

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-02

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

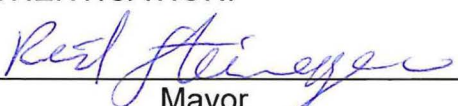
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 9th day of January, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Date filed with City Clerk:

1/9/2023

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-01-002
January 18, 2023

REQUESTED MOTION: Approve FDOT's request for use of the Bonita Springs Recreation Center Gymnasium for a public meeting regarding the PD&E study conducted for the intersection of US 41 and Bonita Beach Rd.

REQUESTOR: Nicole Perino, Parks and Recreation Director; Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

On January 6, 2023, the Florida Department of Transportation sent a letter to the City Manager requesting use of the Bonita Springs Recreation Center Gymnasium on Tuesday, April 4, 2023, from 3 pm to 8 pm including set up and tear down for a public meeting regarding the conceptual plans for US 41 at Bonita Beach Road Project Development & Environment (PD&E) study in the City of Bonita Springs.

The purpose of the study is to address congestion and projected travel demand as well as to enhance mobility, improve safety conditions and provide for multi-modal features. The public meeting is being held to present information and receive feedback from the community.

Historically, the City has granted requests from other governmental agencies, particularly when the targeted outreach is to our community.

STAFF RECOMMENDATION: Approve the request.

ATTACHMENTS:

1. Letter from FDOT

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



Florida Department of Transportation

RON DESANTIS
GOVERNOR

801 North Broadway Avenue
Bartow, Florida 33830

L.K. NANDAM, P.E.
SECRETARY

January 6, 2023

Ms. Arleen Hunter
City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Subject: Public Information Meeting Venue Request
US 41 at Bonita Beach Road (C.R. 865) Project Development & Environment Study
Lee County
Financial Project Identification (FPID) No.: 444321-1-22-01

Dear City Manager:

The Florida Department of Transportation (FDOT) requests the use of the Bonita Springs Recreation Center Gymnasium for a public meeting regarding alternative conceptual plans for the US 41 at Bonita Beach Road (CR 865) PD&E study in the City of Bonita Springs on Tuesday, April 4, 2023 from 5 p.m. to 7 p.m. The project team will require time to set up and breakdown around the meeting, and we request a total rental time of 3 p.m. to 8 p.m. for this public meeting.

The purpose of this study is to address congestion and projected travel demand. Other goals of the project are to enhance mobility, improve safety conditions, and provide for multi-modal features. The public meeting is being held to present information and receive community feedback.

FDOT will send notices to nearby property owners, business owners, interested persons, and organizations to provide the opportunity to offer comments and express their views regarding this project and the proposed improvements.

If you have any questions or comments about the project, please contact the Project Manager, Patrick Bateman, by phone at 863-519-2792, by email at Patrick.Bateman@dot.state.fl.us or U.S. mail at Florida Department of Transportation, 801 N. Broadway Ave., Bartow, FL 33830.

Sincerely,

DocuSigned by:

1550E3C470A2450
Abra Horne

Administrator
Environmental Management Office
District One

Florida Department of Transportation
801 North Broadway Avenue
Post Office Box 1249
Bartow, FL 33831-1249
(863) 519-2239 (Office)
(239) 220-4909 (FDOT Mobile)

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

REQUESTED MOTION: Approve two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management, #4 Environmental Protection

BACKGROUND: The focus of the buyout program is to acquire properties that are in a Special Flood Hazard Area (SFHA) and in high-risk flood areas to help reduce the impact of future disasters. The program also assists property owners to relocate outside the threat of flooding. The City is using federal U.S. Housing and Urban Development, Community Development Block Grant-Disaster Recovery (HUD CDBG-DR) funds to acquire parcels in the Quinn/Downs/Dean Neighborhood through the Voluntary Home Buyout Program (VHBP). Participants in this program must adhere to specific family income limits in order to qualify for the buyout.

The purchase agreements reflect current market value for the properties. Once the City closes on the properties, the structures will be demolished and will remain vacant under the City's ownership in perpetuity. The lands may be used for stormwater improvements or passive open space.

With the demolition of these structures and recently sent flyers to property owners in the neighborhood, staff expects more homeowners to come forward to participate in the program.

Staff has redacted the homeowner's names and addresses as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership the information will be made public.

STAFF RECOMMENDATION: Approve 2 purchase agreements for the Voluntary Home Buyout Program

ATTACHMENTS:

1. Purchase Agreement #2022-007
2. Purchase Agreement #2022-008
3. Senate Bill 966

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
VOLUNTARY HOME BUYOUT PROGRAM

DEC 22 2022 AM 9:07

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLERS"):

- 1. PROGRAM DESCRIPTION.** The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by the BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLERS owns an improved property located at [REDACTED] **Bonita Springs, FL 34135** hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLERS acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLERS qualifies for the assistance being granted, and that the SELLERS understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLERS is not interested in selling their property, or if the SELLERS and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLERS understands this is a voluntary transaction and that SELLERS is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

- 2. OFFER AND DESCRIPTION.** BUYER agrees to buy, and SELLERS agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLERS' rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

The SELLERS agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.





CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM

3. **CONSIDERATION.** The SELLERS acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement.
- a. The SELLERS agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
 - b. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the City.
 - c. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
4. **PROGRAM INCENTIVE.** The SELLER willingly executed a Housing Replacement Assistance Waiver on December 19, 2022. By signing the waiver, the SELLERS has waived all rights to a housing replacement incentive. The waiver is Exhibit B.
5. **CONTINGENCIES.**
- a. SELLERS shall vacate the property within Ninety (90) days from the date of this contract or by the settlement date, whichever is soonest. If SELLERS does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
 - b. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- c. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLERS acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLERS's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLERS's transaction costs. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS is represented by a realtor or attorney, the SELLERS is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the CITY any documents in SELLERS's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL. or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.
10. ACKNOWLEDGEMENTS. The SELLERS acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property
11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLERS.

12. VACANCY INSPECTION. The SELLERS acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLERS.
13. SELLER CLOSING ACTION ITEMS. The SELLERS agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
14. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **Wednesday, March 22, 2023** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
15. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
16. The SELLERS shall close any open building permits or code enforcement proceedings prior to closing.
17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

IN WITNESS WHEREOF, the SELLERS have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLERS for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

SELLERS/

Signature

12, 24, 2022
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

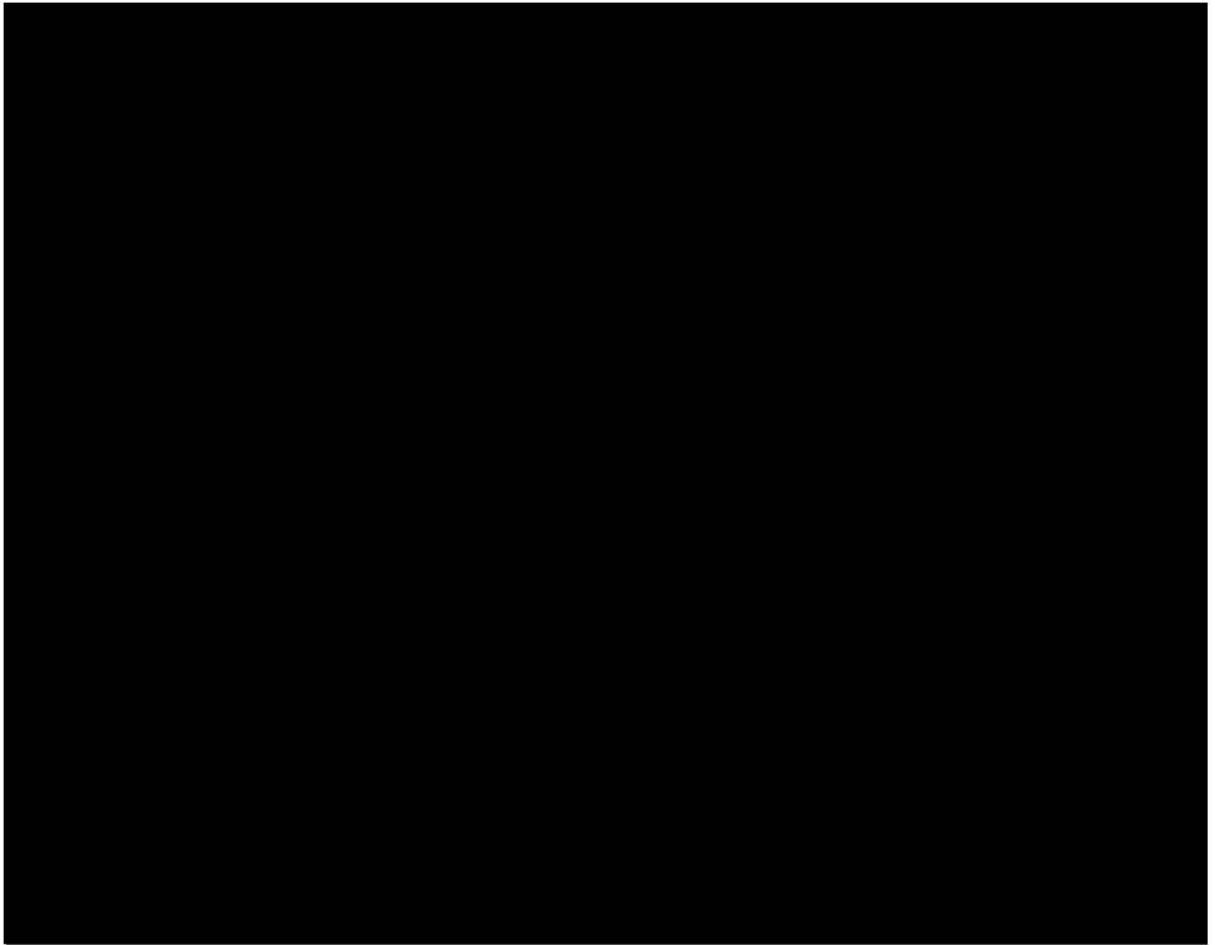
APPROVED AS TO FORM: _____
City Attorney's Office





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

**Exhibit A
LEGAL DESCRIPTION**





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

Exhibit B

Housing Replacement Assistance Waiver

Property Owners Name: _____

Address: _____

City: _____

BONITA SPRINGS

The *City of Bonita Springs Voluntary Home Buyout Program* offers a housing replacement assistance incentive of up to \$25,000 available to all income qualified buyout participants. Those that are not income qualified may still be eligible for up to \$10,000 in housing replacement assistance.

The housing replacement assistance is in addition to the fair-market value of the buyout home and may only be used in the purchase of a replacement home. Pre-event owners of vacant lots and rental properties are not eligible to receive housing replacement, as they did not occupy the structure at the time of the disaster.

In order to determine your eligibility for the housing replacement assistance, an income calculation must be completed. By refusing to provide the requested documents necessary to determine your income qualification status, you hereby voluntarily waive any consideration for the housing replacement assistance described above. You also understand that this decision is final, and that the requested documentation will not be accepted in the future to determine income qualification status for the housing replacement assistance.

This decision DOES NOT disqualify you from participating in the Voluntary Home Buyout Program.

PRINTED NAME: _____

DATE: 12/19/2022

SIGNATURE: _____





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLERS hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLERS between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLERS must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLERS must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.

If requested by the City, the SELLERS agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLERS explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLERS has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLERS's consent to such company or entity to release said information to the City.

The SELLERS agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLERS hereafter receives any Proceeds for the same purpose as the Program, the SELLERS agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

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**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER [REDACTED]

[REDACTED]
Signature

[REDACTED]
Print Name

PROGRAM STAFF

Elly Soto McKeen
Signature

ELLY SOTO MCKEEN
Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

- 1. You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
- 2. All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
- 3. All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
- 4. The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
- 5. The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
- 6. Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
- 7. Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLERS"):

1. **PROGRAM DESCRIPTION.** The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by the BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLERS owns an improved property located at [REDACTED] Bonita Springs, FL 34135 hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLERS acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLERS qualifies for the assistance being granted, and that the SELLERS understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLERS is not interested in selling their property, or if the SELLERS and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLERS understands this is a voluntary transaction and that SELLERS is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

2. **OFFER AND DESCRIPTION.** BUYER agrees to buy, and SELLERS agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLERS' rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

The SELLERS agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

3. CONSIDERATION. The SELLERS acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement.
 - a. The SELLERS agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
 - b. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the City.
 - c. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
4. PROGRAM INCENTIVE. The SELLER willingly executed a Housing Replacement Assistance Waiver on December 13, 2022. By signing the waiver, the SELLERS has waived all rights to a housing replacement incentive. The waiver is Exhibit B.
5. CONTINGENCIES.
 - a. SELLERS shall vacate the property within Ninety (90) days from the date of this contract or by the settlement date, whichever is soonest. If SELLERS does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
 - b. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

- c. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLERS acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLERS's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLERS's transaction costs. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS is represented by a realtor or attorney, the SELLERS is responsible for all realtor and attorney fees.
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10. ACKNOWLEDGEMENTS. The SELLERS acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLERS.
12. VACANCY INSPECTION. The SELLERS acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLERS.
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15. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
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**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

IN WITNESS WHEREOF, the SELLERS have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLERS for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

Seller/ [REDACTED]

Signature

Date

12/22/22

Seller/ [REDACTED]

Signature

Date

12/22/22

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office

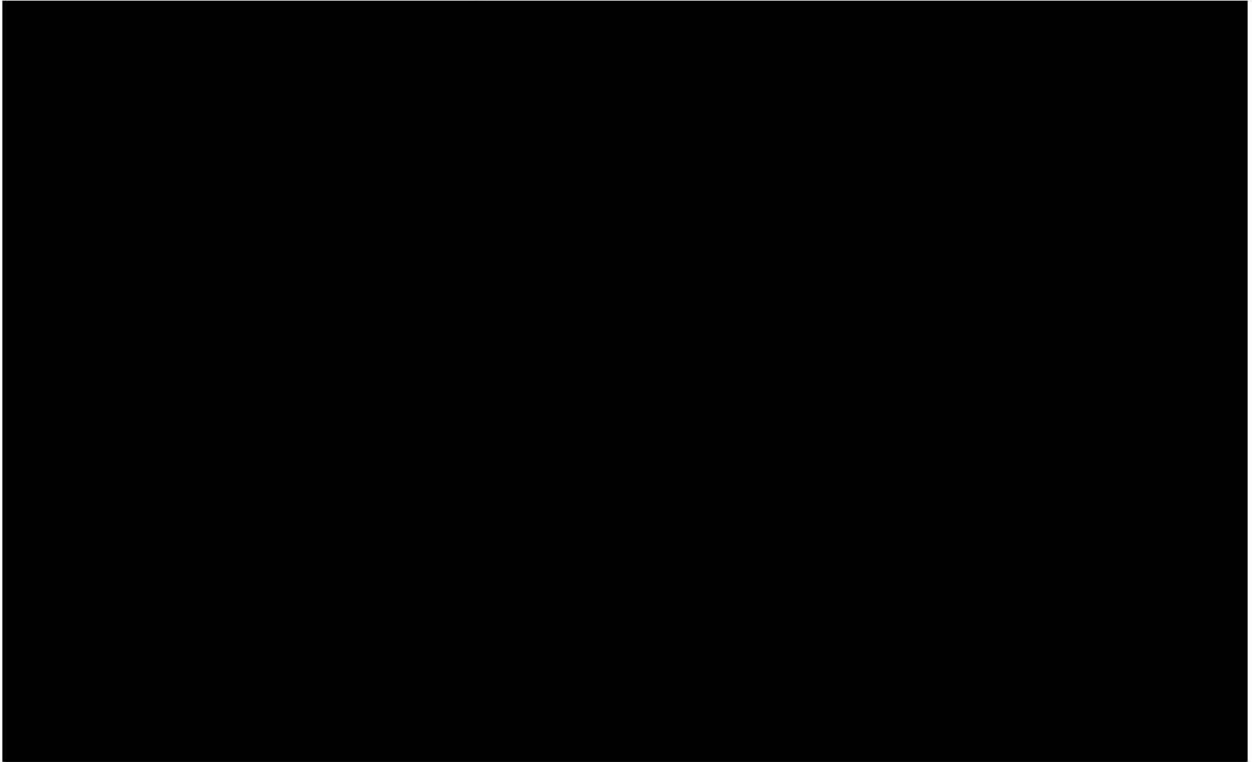




CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A

Legal Description





HOUSING REPLACEMENT ASSISTANCE WAIVER

Property Owners Name: [REDACTED]

Address: [REDACTED]

City: BONITA SPRINGS FL 34135

The *City of Bonita Springs Voluntary Home Buyout Program* offers a housing replacement assistance incentive of up to \$25,000 available to all income qualified buyout participants. Those that are not income qualified may still be eligible for up to \$10,000 in housing replacement assistance.

The housing replacement assistance is in addition to the fair-market value of the buyout home and may only be used in the purchase of a replacement home. Pre-event owners of vacant lots and rental properties are not eligible to receive housing replacement, as they did not occupy the structure at the time of the disaster.

In order to determine your eligibility for the housing replacement assistance, an income calculation must be completed. By refusing to provide the requested documents necessary to determine your income qualification status, you hereby voluntarily waive any consideration for the housing replacement assistance described above. You also understand that this decision is final, and that the requested documentation will not be accepted in the future to determine income qualification status for the housing replacement assistance.

This decision DOES NOT disqualify you from participating in the Voluntary Home Buyout Program.

PRINTED NAME: [REDACTED]

DATE: 12/13/22

SIGNATURE: [REDACTED]



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLERS hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLERS between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLERS must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLERS must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

If requested by the City, the SELLERS agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLERS explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLERS has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLERS's consent to such company or entity to release said information to the City.

The SELLERS agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLERS hereafter receives any Proceeds for the same purpose as the Program, the SELLERS agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

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**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER 


Signature



Print Name

OWNER 


Signature



Print Name

PROGRAM STAFF



Signature


Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

1. **You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
2. **All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
3. **All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
4. **The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
5. **The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
6. **Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
7. **Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.



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1
2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.

12
13 Be It Enacted by the Legislature of the State of Florida:

14
15 Section 1. Paragraph (f) of subsection (5) of section
16 119.071, Florida Statutes, is amended to read:

17 119.071 General exemptions from inspection or copying of
18 public records.—

19 (5) OTHER PERSONAL INFORMATION.—

20 (f) 1. The following information held by the Department of
21 Economic Opportunity, the Florida Housing Finance Corporation, a
22 county, a municipality, or a local housing finance agency is
23 confidential and exempt from s. 119.07(1) and s. 24(a), Art. I
24 of the State Constitution:

25 a. Medical history records and information related to
26 health or property insurance provided ~~to the Department of~~
27 ~~Economic Opportunity, the Florida Housing Finance Corporation, a~~
28 ~~county, a municipality, or a local housing finance agency~~ by an
29 applicant for or a participant in a federal, state, or local

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housing assistance program ~~are confidential and exempt from s.~~
~~119.07(1) and s. 24(a), Art. I of the State Constitution.~~

b. Property photographs and personal identifying
information of an applicant for or a participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster.

2. Governmental entities or their agents shall have access
to such confidential and exempt records and information for the
purpose of auditing federal, state, or local housing programs or
housing assistance programs.

3. Such confidential and exempt records and information may
be used in any administrative or judicial proceeding, provided
such records are kept confidential and exempt unless otherwise
ordered by a court.

4. Sub-subparagraph 1.b. is subject to the Open Government
Sunset Review Act in accordance with s. 119.15 and shall stand
repealed on October 2, 2025, unless reviewed and saved from
repeal through reenactment by the Legislature.

Section 2. The Legislature finds that it is a public
necessity that property photographs and personal identifying
information of an applicant for or participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster, held by the Department of Economic Opportunity, the
Florida Housing Finance Corporation, a county, a municipality,
or a local housing finance agency, be made confidential and
exempt from s. 119.07(1), Florida Statutes, and s. 24(a),
Article I of the State Constitution. In response to a disaster,

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an agency, in an effort to determine damage and ascertain the estimated cost of rehabilitation, may conduct a property inspection to observe and record damage to the property. This information may be used to locate the damaged property and to identify and contact the property owner or tenant. Following a disaster, the people affected are vulnerable and frequently displaced due to the severely damaged and often uninhabitable condition of their residences. If released, property photographs and personal identifying information could be used by fraudulent contractors, predatory lenders, thieves, or individuals seeking to impose on the vulnerability of the distressed property owner or tenant following a disaster. Therefore, it is necessary that property photographs and personal identifying information be protected to ensure that those affected by a disaster are not harassed, intimidated, or potentially defrauded.

Section 3. This act shall take effect July 1, 2020.

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-01-004
January 18, 2023

REQUESTED MOTION: Approve resolution accepting one resignation from the City's Tree Advisory Board, one resignation from the Outreach Committee, and one resignation from the Veteran's Advisory Committee.

REQUESTOR: Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

On January 3, 2023, Mr. Tony Lee submitted his resignation from the Tree Advisory Board and the Outreach Committee effective immediately. In light of his resignation, there are three seats available on the Tree Advisory Board and two vacancies on the Outreach Committee.

Additionally, on December 11, 2022, Mr. Adam Prentki submitted his resignation from the Veteran's Advisory Committee effective immediately. In light of his resignation, there are two vacancies on the committee.

Staff will advertise the vacancies.

STAFF RECOMMENDATION: Approve resolution confirming the resignations

ATTACHMENTS:

1. Resolution
-

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
RESOLUTION 23-

A RESOLUTION ACCEPTING THE RESIGNATION OF ONE MEMBER OF THE
TREE ADVISORY BOARD, ONE MEMBER OF THE OUTREACH COMMITTEE,
AND ONE MEMBER OF THE VETERAN'S ADVISORY COMMITTEE; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 3, 2023, Mr. Tony Lee notified staff of his resignation from the Tree Advisory Board and the Outreach Committee due to his relocation; and

WHEREAS, on December 11, 2022, Mr. Adam Prentki submitted his resignation from the Veteran's Advisory Committee.

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

Section 1. The resignation of Mr. Tony Lee from the Tree Advisory Board and the Outreach Committee, and the resignation of Mr. Adam Prentki from the Veteran's Advisory Committee are hereby confirmed and accepted.

Section 2. This resolution shall take effect upon approval.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 18th day of January, 2023.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk's Office

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Steinmeyer	_____	Corrie	_____
Bogacz	_____	Fullick	_____
Purdon	_____	Forbes	_____
Carr	_____		

Date filed with City Clerk: _____

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-01-007
January 18, 2023

REQUESTED MOTION: Approve Amendment No. 1 for a contract time extension for the U.S. Housing and Urban Development (HUD) Community Development Block Grant – Cares Act (CDBG-CV) entitlement program funds.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #3 Strengthen/Enhance City Finances, #7 Government Transparency

BACKGROUND: On October 7, 2020, the City Council approved a contract for entitlement funds received from Lee County Human and Veteran Services related to the U.S. Housing and Urban Development as part of the CARES Act program. The contract provided for an expiration date of February 28, 2023.

The City has entered into five (5) sub-recipient agreements with local non-profits to provide food insecurity programs to the citizens of Bonita Springs.

This amendment will allow the City to extend the food insecurity program funding through September 30, 2023.

STAFF RECOMMENDATION: Approve amendment No.1 extending the contract expiration date from February 28, 2023 to September 30, 2023.

ATTACHMENTS:

1. CDBG-CV Amendment No.1
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



BOARD OF COUNTY COMMISSIONERS

HUMAN & VETERAN SERVICES
2440 THOMPSON STREET
FORT MYERS, FL 33901
ATTN: CONTRACT SPECIALIST

CONTRACT AMENDMENT

Submit one (1) original

PROVIDER: City of Bonita Springs

Contract Term: 03/01/2022 thru 09/30/2023
02/28/2023

Effective Date of Amendment: 01/10/2023

Funding source: CDBG CARES ACT

Contract No.: 9426

Amendment No.: 1

Date of Request: 01/10/2023

Page 1 of 1

Justification (Explain why amendment is needed): Contract term is being extended through 09/30/2023. Contract is being extended to allow expenditure of complete CDBG CARES fund available and to provide services to clients. Scope of Service and amount of contract remains unchanged.

Language Modification (reference appropriate contract article):

ARTICLE II: TERM OF CONTRACT

This contract shall begin on 03/01/2022 and end 09/30/2023 unless terminated as specified in Article IX, Suspension/Termination.

Budget Amendment: (include revised detailed budget - original, revised, & percent of change.) N/A

LEE COUNTY

Verified by: Stacy Sherlock

Title: Contract Supervisor

Date: 01/10/2023

Reviewed by: 

Title: Manager

Date: 1/10/2023

PROVIDER:

Authorized Official: _____

(signature)

Name printed: Rick Steinmeyer

Title: Mayor

Date: _____

Approved by: _____

Title: Director, Human & Veterans Services

Date: _____

If an attachment is included, add provider name, contract number and effective date of amendment on attachment.

Distribution of executed document to: 1) Provider 2) Human & Veteran Services 3) DHS Fiscal

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-01-010
January 18, 2023

REQUESTED MOTION: Adopt a Resolution appointing a chairperson to each of the City's advisory boards and committees.

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

Rule 4.01(C) of Administrative Code AC-1-6 for Advisory Boards, states that the Mayor shall appoint the chair annually from the members of each Board and Committee in January of each year. The following persons are interested in being appointed as chairpersons. Terms shall commence upon approval of the Resolution and expire December 31, 2023.

Art in Public Places Board: Melissa Layner
Bicycle Pedestrian Safety Advisory Committee: Lindsey Robin
Historic Preservation Board: Alan Glazier
Outreach Committee: Michael Robinson
Street Light Advisory Committee: David Schmitt
Technology Advisory Board: Jim Kauffman
Tree Advisory Board: Jack Brown
Veterans Advisory Board: Bobby Hunter
Special Events Committee: Bobbi Bird
Local Planning Agency: Jeff Maturo
Zoning Board: Tony Rascio

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution
-

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

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPOINTING A CHAIR TO THE FOLLOWING BOARDS AND COMMITTEES: ART IN PUBLIC PLACES BOARD; BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE; STREET LIGHT ADVISORY COMMITTEE; TECHNOLOGY ADVISORY BOARD; TREE ADVISORY BOARD; HISTORIC PRESERVATION BOARD; VETERANS COMMITTEE, SPECIAL EVENTS COMMITTEE, LOCAL PLANNING AGENCY, AND THE BOARD FOR LAND USE HEARINGS & ADJUSTMENTS AND ZONING BOARD OF APPEALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rule 4.01(C) of Administrative Code AC-1-6, states that the Mayor shall appoint the Chair annually from the members of the Board in January of each year; and

WHEREAS, Rule 4.01(D) states that a Vice Chair shall be elected by the other members of the Advisory Committee, Board or Commission.

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

Section 1. The following persons are hereby appointed as Chairs to the following Committees/Boards:

Art in Public Places Board: Melissa Layner
Bicycle Pedestrian Safety Advisory Committee: Lindsey Robin
Historic Preservation Board: Alan Glazier
Street Light Advisory Committee: David Schmitt
Outreach Committee: Michael Robinson
Technology Advisory Board: Jim Kauffman
Tree Advisory Board: Jack Brown
Veterans Advisory Board: Bobby Hunter
Special Events Committee: Bobbi Bird
Local Planning Agency: Jeff Maturo
Board for Land Use Hearings and Adjustments and Zoning Board of Appeals: Tony Rascio

Section 2. Said terms shall commence upon adoption of this Resolution and expire December 31, 2023.

Section 3. 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 18th day of January, 2023.

AUTHENTICATION:

Mayor City Clerk's Office

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz
Purdon
Carr
Corrie

Fullick
Steinmeyer
Forbes

Date filed with City Clerk: _____

REQUESTED MOTION: Approve agreement with Feed Thy Neighbor, Inc. to participate in the City's Food Insecurity Program utilizing Community Development Block Grant – COVID funds

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #6 Strengthen and Enhance Council Relations, #7 Government Transparency

BACKGROUND: The City received notification of two (2) Community Development Block Grant – COVID (CDBG-CV) entitlement allocations from Lee County Human and Veterans Services. The allocations total \$496,713 and were collected over a two-year period. The funds were allocated to a Public Services category under the HUD funding program. Pursuant to Council's direction, the City partnered with local food banks (through a competitive solicitation process) to provide funding for food insecurity assistance.

On May 25, 2022, the Notice of Funding Availability for local non-profits was released, and the applications for local food assistant services were due on June 28, 2022. On November 16, 2022, five agencies were approved, and four contracts were executed by City Council.

Feed Thy Neighbor, Inc. (FTN) is the fifth of the five non-profits previously approved to receive funds, but at that time, FTN was in the process of clarifying the legal status with the Internal Revenue Service (IRS). FTN has now completed their IRS process and has met all of the City's requirements for funding. FTN will receive a \$70,000 funding allocation, which is the same as the other four organizations previously approved.

STAFF RECOMMENDATION: Approve agreement with Feed Thy Neighbor, Inc. to participate in the City's Food Insecurity Program

ATTACHMENTS:

1. Feed Thy Neighbor, Inc. agreement

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
SUBRECIPIENT SERVICES AGREEMENT

This Subrecipient Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 10th day of JANUARY, 2023, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and **Feed Thy Neighbor, Inc.** (hereinafter referred to as the Subrecipient), a federally tax-exempt organization per Section 501(c)(3) of the Internal Revenue Code.

WITNESSETH

WHEREAS, the City is under agreement to receive Community Development Block Grant COVID (CDBG-CV) entitlement funds to assist low to moderate income households; and

WHEREAS, the City wishes to address the issue of food insecurity within its corporate limits; and

WHEREAS, the Subrecipient has applied for a portion of these funds to address the issues; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00 SCOPE OF SERVICES

The Sub-Recipient shall provide the services as set forth in Exhibit A entitled "Scope of Services" of this agreement.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 SUBRECIPIENT

The term "Subrecipient" shall refer to a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such a program.

2.03 PROJECT

The term "Project" shall refer to the provision of services to address food insecurity within the City of Bonita Springs.

2.04 BASIC SERVICES

The term "Basic Services" shall refer to the services set forth and required pursuant to this Agreement and as described in further detail within Exhibit A of this agreement.

2.05 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such services as the City may request and authorize, in writing, the Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.06 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of services and tasks, cost reimbursement and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of services, tasks, work, or materials to be performed or provided by the Subrecipient, the compensation and method of payment, and the schedule or time period for performance and completion.

The amount of the change in contract reimbursement set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed to by both parties to this Agreement to be fair, equitable, adequate, and complete. The reimbursement amount shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs and associated costs which may result from or be caused by the change order and shall be understood and agreed to include a fair, equitable and adequate adjustment.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, or previously authorized change orders, the City may do so by the unilateral issuance of a written change order to the Subrecipient. Such a unilaterally issued change order shall set forth, if appropriate, an agreement by both the City and the Subrecipient establishing changes in the amount of reimbursement to be paid the Subrecipient as a result of the deletion or decrease in the services required shall have no effect on, or otherwise prevent the City from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the Subrecipient.

2.07 CITY MANAGER

The term "City Manager" shall refer to the City Manager or his designee requesting the service, employed by the City Council to serve and act on the City's behalf, as it relates to this project. The City Manager within the authority conferred by the City Council, acting as the City's designated representative shall issue written notification to the Subrecipient of any and all changes approved by the City in the Subrecipient's (1) reimbursement (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) pertaining thereto. The City Manager shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.08 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Subrecipient with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the services, work and materials to be provided and performed by the Subrecipient pursuant to this Agreement and amendments as are authorized.

2.09 SUSPENSION AND DEBARMENT

By executing this agreement and Exhibit F entitled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", Subrecipient certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency; and that the Subrecipient shall not knowingly enter into any lower tier contract, or other covered transaction, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Suspension and Debarment and 2 CFR 200.214.

ARTICLE 3.00 OBLIGATIONS OF THE SUBRECIPIENT

3.01 PERSONNEL

A. QUALIFIED PERSONNEL: Subrecipient is responsible for hiring, training, and directing all personnel performing the basic scope of services or additional services under this Agreement.

B. IMMIGRATION LAW COMPLIANCE: Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Subrecipients providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term and assigned by the Subrecipient to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Subrecipient agrees to comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Subrecipient the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify. The Subrecipient must also be responsible for entering into an agreement with each and every vendor that states that vendors (and their vendors) are independently responsible for their own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

3.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The City may suffer damages in the event that the Subrecipient does not accomplish and complete the required services in a timely manner. The Subrecipient agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed, and completed in a timely and diligent manner throughout.

3.03 LIABILITY AND HOLD HARMLESS

To the greatest extent possible permitted by applicable law, the Subrecipient shall protect, defend, indemnify, save and hold the City, its agents, officials and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Subrecipient resulting from the Subrecipient's work as set forth in this agreement which may arise in favor of any person or persons resulting from the Subrecipient's performance or non-performance of its obligations under this agreement. Further, Subrecipient agrees to indemnify the City for all reasonable expenses and attorney's fees included by or imposed upon the City in connection therewith for any loss, damage, injury, liability, or other casualty. The Subrecipient further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

3.04 ADDITIONAL SERVICES

Should the CITY request the Subrecipient to provide and perform services for this project which are not set forth in the Scope of Services, the Subrecipient agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

Additional services shall be administered and authorized as change orders under this Agreement. The Subrecipient shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Subrecipient for any additional services unless and until a written change order has been agreed to and executed by both parties.

Each such change order shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of reimbursement and (3) the period of time and/or schedule for performing and completing said additional services.

3.05 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Subrecipient shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation, and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Subrecipient as set forth in the Method of Payment and change orders authorized thereto shall be understood and agreed to adequately and completely compensate the Subrecipient for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Services and change orders authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Subrecipient, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Subrecipient by the Project Manager.

4.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the City Manager and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Subrecipient to meet and/or consult with the Subrecipient on matters pertaining to the services to be provided and performed by the Subrecipient. The City further agrees to respond within a reasonable period of time to written requests submitted by the Subrecipient.

ARTICLE 5.00 REIMBURSEMENT OF ELIGIBLE EXPENSES AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

The City shall reimburse the Subrecipient for all eligible expenses requested and authorized basic services rendered hereunder by the Subrecipient in an amount up to, but not to cumulatively exceed \$70,000. All services are to be completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for reimbursement for said basic services as set forth and prescribed in this Article.

5.02 REIMBURSEMENT OF ELIGIBLE EXPENSES

Requests for reimbursement of eligible expenses are due monthly not later than the **10th day of each month**. Payments will only be authorized for expenses pertaining to items and services delivered. All reimbursement requests must include a completed version of the "Expense Reimbursement Request Form" (Exhibit B in this agreement). All reimbursement requests must include appropriate back up/supporting documentation. Examples include cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets or original documentation. Funding for reimbursement expenses is contingent upon the ongoing availability of funds. Under no circumstances will the dollar value of expenses submitted for reimbursement exceed the available budget. In the event that the Subrecipient does not incur any eligible expenses for reimbursement in a given month, the Subrecipient is still obligated to submit the Expense Reimbursement Request Form with a \$0 value for that month.

5.03 MONTHLY ACTIVITY REPORT

The Subrecipient, shall, without fail, submit a report to the City each month during the term of this agreement. The report shall be prepared using Exhibit C, "Subrecipient Monthly Report Form" and shall be submitted to the Project Manager. The Monthly Report may be submitted together with each Expense Reimbursement Request. But in any event, the Monthly Report must be submitted each month regardless of whether the Subrecipient submits an Expense Reimbursement Request.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Subrecipient, the City shall reimburse the Subrecipient only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Subrecipient.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Subrecipient's services and work on all or part of the services required to be provided and performed by the Subrecipient pursuant to this Agreement, the City shall reimburse the Subrecipient only for the expenses incurred and services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are terminated at the Convenience of the City and Payment When Services are Suspended, the Subrecipient shall not be entitled to receive reimbursement for anticipated fees general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, the Subrecipient shall be authorized to commence the provision of services as set forth under this agreement.

6.02 PERIOD OF PERFORMANCE

The Subrecipient services provided under this agreement shall be eligible for reimbursement from the date of contract commencement and ending on February 28, 2023. The City reserves the right to extend the period of performance under this agreement in writing beyond February 28, 2023 following approval from the City's funding agency.

6.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Subrecipient fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to the Subrecipient, withhold any or all payments due and owing to the Subrecipient, not to exceed the amount of the compensation for the work in dispute, until such time as the Subrecipient resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

The Subrecipient warrants that the Subrecipient has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Subrecipient to solicit or secure this Agreement and that the Subrecipient has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Subrecipient any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Subrecipient agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this agreement. The Subrecipient further agrees that no person having any such interest shall be employed or engaged for said performance. The Subrecipient or their employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment. The Subrecipient covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest" 2 CFR 200.318 and applicable State and City laws, regulations, or resolutions governing conflict of interest.

ARTICLE 9.00-ASSIGNMENT, AND TRANSFER

The Subrecipient shall not assign or transfer any of its rights, benefits, or obligations hereunder or any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. Such approval shall not be unreasonably withheld.

ARTICLE 10.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 11.00 FEDERAL GRANT CONDITIONS

The Subrecipient further assures that all contractors or others with whom it arranges to provide services or benefits to participants or employee in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the Subrecipient assures and certifies that they will satisfy the following conditions:

- A. Comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the City as said laws exist and are amended from time to time.
- B. Comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations—including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are deemed Limited English Proficiency (LEP) per Executive Order 13166.
 - **Section 109-Title I of the Housing & Community Development Act of 1974**
 - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
 - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. Seq.)
 - **Fair Housing Act**

Additional information can be access at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-fag

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex national origin, age, familial status, or disability. Affirmation marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

- C. Comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C. 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single Point of Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single Point of Contact.
- D. Administer the programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that will target its services to those who need them most.
- E. Comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. Ensure that any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, F.S., which refers to the procurement of products or materials with recycled content.
- G. Comply with Chapter 39.201, F.S., that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. Comply with Chapter 415.1034, F.S., that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. If personnel in programs under this agreement work directly with children and vulnerable/disabled adults, they will comply with applicable provisions under F.S. 943.0542, 943.04351, 393.0655;402, regarding employment screening.
- J. Comply with Chapter 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or City agencies.
- K. Acknowledge support for activities funded in whole or in part by the City of Bonita Springs and Lee County. Publicity or advertising describing the program is to state "Funding provided by the City of Bonita Springs City Council and the Lee County Board of County Commissioners".
- L. Notify the City of any significant changes to the Subrecipient's organization to include Board membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- M. For federally funded programs, comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established applicable HUD regulations as now in effect and as may be amended from time to time.
- N. Ensure that City funds are restricted to people legally able to reside in the U.S.
- O. Do not use contracted funds for the following: political activities, lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will verify employment eligibility of all new employees hired during the contract period through the U.S. Department of Homeland Security's E-Verify System.

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

For the Insurance Section and Exhibit, Subrecipient will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements under Exhibit D of this agreement.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The Commercial General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

ARTICLE 14-DISPUTE RESOLUTION PROCEDURE

Should a dispute arise between the City and the Subrecipient, the parties mutually agree to seek to resolve their differences within 30 calendar days of the date that a party request invoking this dispute resolution procedure. The process shall proceed as follows:

- A. A duly authorized representative(s) for each party shall meet (as often is mutually agreeable) to discuss in good faith the dispute and to negotiate a mutually acceptable resolution.
- B. During this process, requests for information between the parties for non-privileged information related to the dispute shall be responded to in good faith.
- C. If the dispute is not able to be resolved between the parties within the 30-day period, the issue will be forwarded to the Assistant City Manager for resolution. A decision by the Assistant City Manager will be issued within 10 days.

ARTICLE 15.00-MAINTENANCE OF RECORDS

The Subrecipient will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records will be retained by the Subrecipient per the requirements of 24 CFR Part 570.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement in accordance with the requirements of 24 CFR Part 570, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City and provided further that to the extent provided by law the City shall retain all such records confidential.

ARTICLE 16.00-COMPLIANCE WITH PUBLIC RECORDS LAW

The Subrecipient must comply with Florida public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida

Statutes §119 or as otherwise provided by law. The City will conduct at least one (1) monitoring visit to review files and inspect the facilities. The City reserves the right to conduct additional monitoring visits as warranted.

- 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 for the duration of the contract term and following completion of the Contract if the Subrecipient not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Subrecipient. If the Subrecipient transfers all public records to the City upon completion of the Contract, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. The City will consider it a breach of contract should the Subrecipient fail to comply with any public records request.
- F. A Subrecipient who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- G. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, debbie.filipek@cityofbonitasprings.org.**
- H. If the Subrecipient is not providing the requested public records, the burden of proof is on the Subrecipient to show why they did not comply with the request.

ARTICLE 17.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 18.00-ENTIRE AGREEMENT

This Agreement, including exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 19.00-NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY SUBRECIPIENT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Subrecipient to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager unless waived by City:

Elly Soto McKuen, Senior Project Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Copy: City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

19.02 NOTICES BY CITY TO SUBRECIPIENT

All notices required and/or made pursuant to this Agreement to be given by the City to the Subrecipient shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Subrecipient's address of record unless waived by Subrecipient:

Feed Thy Neighbor, Inc.

7070 Immokalee Road

Naples, FL 34119

Telephone Number: (860) 227-5856

Fax Number: N/A

ATTENTION: Sandy Quade, Public Relations Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 20.00-TERM

This Agreement is effective when both parties have fully executed the document. The Agreement period is through February 28, 2023 with the option for the City to extend the agreement.

ARTICLE 21.00-TERMINATION

Either party may terminate this agreement for convenience at any time in whole or in part. The City reserves the right to terminate this agreement for cause should it determine that the Subrecipient is in material default of its contractual obligations.

ARTICLE 22.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 23.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00-ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
CITY CLERK

BY: _____
MAYOR

DATE: _____

APPROVED AS TO FORM

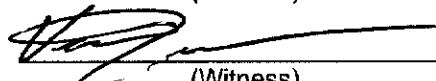
BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

SUBRECIPIENT: Feed Thy Neighbor, Inc.


(Witness)

BY: 
(Authorized Signature)


(Witness)


President & CEO
(Title)

CORPORATE SEAL

DATE: Jan 10, 2023

EXHIBIT A

Scope of Services Food Insecurity Grant Subrecipient Services Agreement

Date: January 10, 2023

Basic Services

The Subrecipient shall provide and perform the following services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Agreement.

Feed Thy Neighbor, LLC (FTN) will serve approximately 1,800 hot meals and 500 bowls of soup weekly during the contract period. FTN will purchase all needed food related products to prepare daily hot meals and soups. Examples of food items could include, but not limited to protein (meat or beans, etc.), vegetables, dessert items, starch (bread, rice/pasta, etc.)

Clients served will reside within zip codes identified as 34133, 34134, 34135 and 34136.

Hot meals will be prepared through an agreement with the Bonita Springs Lions Club utilizing their kitchen facilities.

FTN will track clients through the City's survey document and monthly progress reports.

EXHIBIT B



City of Bonita Springs Food Insecurity Grant
Expense Reimbursement Request Form

Name of Subrecipient: _____

Mailing Address: _____

Phone: _____

Email: _____

Check Appropriate Box: ☐ Monthly Reimbursement ☐ Final Reimbursement

SUMMARY OF EXPENSES	THIS REPORTING PERIOD
Total Award \$ Amount	\$70,000
Total Current Balance	
Total Amount of Requested Reimbursement	
Remaining Balance (Current Balance less this request):	

Email reimbursement request to: Elly McKuen at elly.mckuen@cityofbonitasprings.org
City of Bonita Springs Public Works Department
9101 Bonita Beach Road, Bonita Springs FL 34135
239-949-6262

SUPPORTING DOCUMENTATION MUST ACCOMPANY A REQUEST FOR REIMBURSEMENT (e.g., cancelled checks, vendor invoices, authorized purchase orders, expenditure spreadsheets etc.) with each request.

Name of Authorized Official (print): _____

Signature of Authorized Official: _____

Date: _____

EXHIBIT C-1



Food Insecurity Services Grant
Subrecipient Monthly Report Form—Program Update

MONTHLY REPORT MUST BE SUBMITTED WITH THE REIMBURSEMENT REQUEST (EXHIBIT B)
Month: _____, 2023

PROGRAM UPDATE:

1. Please include a brief narrative summarizing major accomplishments during the reporting period.

2. Total numbers served (i.e., #clients/households served, amount of food distributed) during the reporting period. Please complete the chart attached.

3. Has your organization encountered any problems or issues during this reporting period? If "yes" briefly summarize

4. How many participants does your organization anticipate serving in the coming month?

PLEASE ATTACH ADDITIONAL DOCUMENTATION IF NEEDED

EXHIBIT C-2
Food Insecurity Services Grant
Subrecipient Monthly Report--Client Information Form

AGE GROUP

5 and Under	
6-12 Years Old	
13-17 Years Old	
18-30 Years Old	
31-50 Years Old	
51-61 Years Old	
62 and Older	
Age Group Not Collected	
Total Age Group	

GENDER

Male	
Female	
Gender Not Collected	
Total Gender	

RACE

American Indian or Alaskan Native	
Asian	
Black or African American	
Native Hawaiian or Pacific Islander	
White	
Other Multi-Racial	
Race Not Collected	
Total Race	

ETHNICITY

Hispanic	
Not Hispanic or Latino	
Ethnicity Not Collected	
Total Ethnicity	

LEGAL RESIDENCE OF CLIENTS

Address in 34133 Zip Code	
Address in 34134 Zip Code	
Address in 34135 Zip Code	
Address in 34136 Zip Code	

INCOME LEVEL

Very Low (30% of Median)	
Low (60% of Median)	
Low/Moderate (80% of Median)	
Income Level Not Collected	
Total Income Level	

EXHIBIT D
Insurance Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	\$100,000 per accident \$500,000 disease limit \$100 disease limit per employee
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$500,000 bodily injury per person \$1,000,000 bodily injury per occurrence (BI) \$500,000 property damage (PD) or \$1,000,000 combined single limit (CSL) or BI and PD
☒ Indemnification	To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Subrecipient shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Subrecipient, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included with minimum limits of: \$100,000 bodily injury per person \$300,000 bodily injury per occurrence (BI) \$100,000 property damage (PD) or \$300,000 combined single limit (CSL) or BI and PD
☒ Directors + Officers Liability	Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
☐ Fidelity Bonding	Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.
☐ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the

☐ Railroad Right of Way	completion of the work, \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full Insurable value of the scope of the work ☐ Pollution \$ _____ Per Occurrence ☐ Professional Liability \$1,000,000 per claim and in the aggregate ☐ Umbrella Excess \$ _____ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000</u>. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements <u>and other requirements such as payment for and scheduling Railroad Inspector / Flagman</u>, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

☐ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as **"ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability. The Subrecipient agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the City of Bonita Springs.

EXHIBIT E

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

- (1) The Subrecipient certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

SUBRECIPIENT

Feed Thy Neighbor
Company Name

FJF4P54BGFK5
UEI Number


Signature

1/10/2023
Date

ANTHONY MANSORILLO
Print Name and Title

7070 Immokalee Rd
Street Address

NAPLES, FL 34114
City, State, Zip

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT F

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the City's Request for Proposals for the City's Food Insecurity Program.
2. This sworn statement is submitted by Feed Thy Neighbor whose business
[Name of entity submitting sworn statement]
address is 7070 Immokalee Rd, Naples, FL 34119 and (if
applicable) its Federal Employer Identification Number (FEIN) is 85-2523136 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is ANTHONY MANSOLILLO and my relationship to the above is
[Please print name of individual signing]
PRESIDENT + CEO.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency, or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]

[X] Scrutinized Companies that Boycott Israel List (Subrecipient agreement for any amount)

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria

- ☒ The entity submitting this sworn statement does not have business operations in Cuba or Syria.
☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow Florida Statute §287.135. If the City determines this Subrecipient has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Subrecipient is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

[Signature]
AFFIANT

Anthony Mansillo
Typed Name of AFFIANT

C.E.O.
Title

STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was executed before me this 10 day of JAN, 2023

by Anthony Mansillo as CEO of

Feen Day Neighbor Inc. who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

[Signature]

NOTARY PUBLIC, State of _____

(stamp)



THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☒ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☒ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☒ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☒ entity is **NOT** on list ☐ entity is on list

Verified by: ANTHONY MANSOULD
Print Name

Date: Jan 10, 2023

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-01-005
January 18, 2023

REQUESTED MOTION: Discussion regarding reaffirming the City's support for retention of the CSX/Seminole Gulf Rail Corridor as part of the SUNTrails priority network.

REQUESTOR: Council Member Chris Corrie; District 4

AGENDA: Mayor & Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

On June 7, 2017, the City Council adopted Resolution 17-26 supporting and encouraging the retention of the CSX/Seminole Gulf Rail Corridor as part of the SUNTrails priority network.

I would like to discuss with Council whether we would like to reaffirm our commitment to the SUNTrails priority network. Should Council agree, I would like to direct staff to bring back an updated resolution that reflects our current conditions.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Resolution 17-26

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

RESOLUTION NO. 17-26

A RESOLUTION OF THE CITY OF BONITA SPRINGS COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, SUPPORTING AND ENCOURAGING THE RETENTION OF THE CSX/SEMINOLE GULF RAIL CORRIDOR AS PART OF THE SUNTRAIL PRIORITY NETWORK; AND REQUESTING THE ADDITION OF TWO "OPPORTUNITY TRAILS", (1) THE BEACH LOOP FROM FORT MYERS BEACH TO BONITA SPRINGS, AND (2) AN ALTERNATIVE TRAIL ON THREE OAKS PARKWAY AND IMPERIAL PARKWAY (FROM ESTERO PARKWAY TO BONITA BEACH ROAD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs has expressed its desire to expand opportunities for transportation network of pedestrian and bicycle pathways and trails by working with the State of Florida and other local, state, and regional entities; and

WHEREAS, the City of Bonita Springs has a population of nearly 48,000 residents who have also expressed the desire to have their elected officials to take steps to expand the network of pedestrian and bicycle paths in the community and to have those paths connect with surrounding communities where possible; and

WHEREAS, the City's Comprehensive Plan vision calls for a system of safe shaded bicycle and pedestrian pathways throughout the City; and

WHEREAS, The City Council of Bonita Springs held a joint meeting with the Village of Estero on February 28, 2017 for the sole purpose of exploring the SUNTrail, its vision, plans, accomplishments and possibilities in the Bonita Springs/Estero area. Both Councils have expressed their enthusiasm for the SUNtrail system and appointed liaisons to continue to work on toward the goal of providing enhanced trail connectivity in the Bonita Springs/Estero area.

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Florida:

Section 1. The City Council hereby states its strong desire and support that the CSX/Seminole Gulf Rail Corridor (from Estero Parkway to Bonita Beach Road) continue to be included as part of the SUNTrail priority network. The City of Bonita Springs strongly supports the inclusion of (1) the Beach Loop from Fort Myers Beach to Bonita Springs, and (2) an alternative trail on Three Oaks Parkway and Imperial Parkway (from Estero Parkway to Bonita Beach Road) as "opportunity trails" in our area to provide adequate trails in the Estero/Bonita Springs area.

Section 2. 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 7th day of June 2017.

AUTHENTICATION:

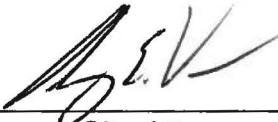


Mayor



City Clerk

APPROVED AS TO FORM: _____



City Attorney

Vote:

DeWitt Aye
Forbes Aye
Gibson Aye
O'Flinn Aye

Quaremba Aye
Simmons Aye
Slachta Aye

Date filed with City Clerk: _____

6/9/17

REQUESTED MOTION: PUBLIC HEARING TO CONSIDER A PETITION FOR A REQUEST TO VACATE, ABANDON, CLOSE AND DISCONTINUE THE PUBLIC'S INTEREST IN A 15-FOOT WIDE DRAINAGE EASEMENT LYING IN TRACT B, IMPERIAL BONITA PLAZA EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 201400024D413, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

REQUESTOR: Jay Sweet, PSM, AICP, and Mary Zizzo, Esq., AICP, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND:

Petition VAC22-94193-BOS was requested by Leo J. Salvatori on behalf of IBP-BBR, LLC, Owners of the property at 28100 Plaza Bonita Loop.

The area subject to this request is depicted on Exhibit B labeled "DRAINAGE EASEMENT TO BE VACATED". This easement will be replaced with a new easement described in Exhibit C. The existing drainage infrastructure will be relocated to the new easement location.

This relocation is necessitated by the building design for the proposed assisted living facility on this property.

All required entities were notified of the project. The letters of No Objection received are included for your review.

STAFF RECOMMENDATION: Approve the vacation as requested.

ATTACHMENTS:

1. Draft Resolution
2. Petition for Vacation
3. Legal Description and Sketch of Proposed Vacation
4. Advertisement for Vacation
5. Proof of Taxes Paid
6. Letters from Utility Companies

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

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS VACATING THE PUBLIC'S INTEREST IN A 15-FOOT DRAINAGE EASEMENT, LYING IN AND AS SET FORTH IN INSTRUMENT NUMBER 2014000240413, AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, IBP-BBR, LLC, is the fee simple owners ("Owners") of the real property located at approximately 28100 La Plaza Bonita Loop, Bonita Springs, FL 34135 ("Property") and further described in Exhibit "A" attached hereto; and

WHEREAS, the Owner of the Property requested the City vacate that portion of the drainage easement described herein; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution on January 18, 2023, proof of publication of such hearing being included in the public record; and

WHEREAS, the City Council finds vacation of the said portion right-of-way as described herein, will not affect the ownership or right of convenient access of persons owning other properties in the area; and

WHEREAS, the City Council has found that the easements, which are the subject of this petition, do not serve a public purpose and are a proper subject for vacation pursuant to Chapter 177, Florida Statutes.

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by this reference.

SECTION TWO. The City Council of the City of Bonita Springs hereby vacates, abandons, discontinues the 15-foot-wide drainage easement described in the title above and further described and depicted in Exhibits "B" and "C" attached hereto and incorporated herein by reference. Notation that the Instrument No. referenced in Exhibit B contains a typo and should read 2014000240413.

SECTION THREE. This Resolution shall be effective immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ____ day of January, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Fullick

Corrie
Bogacz
Steinmeyer

Date filed with City Clerk: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Tract B, Imperial Bonita Plaza East, according to the plat thereof recorded as Instrument No. 2014000240413, of the Public Records of Lee County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION

A 15 FOOT WIDE DRAINAGE EASEMENT LYING IN TRACT B, IMPERIAL BONITA PLAZA EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED AS INSTRUMENT NO. 201400024D413, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "B": THENCE ALONG THE NORTH LINE OF SAID TRACT "B" NORTH 88' 44'05" EAST, A DISTANCE OF 10.17 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID NORTH LINE NORTH 88' 44'05" EAST, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH D1'15'20" EAST, A DISTANCE OF 207.96 FEET; THENCE SOUTH 79' 11'23" EAST, A DISTANCE OF 230.81 FEET; THENCE NORTH 88'09'42" EAST, A DISTANCE OF 172.53 FEET; THENCE SOUTH 49'45'16" EAST, A DISTANCE OF 21.35 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "B"; THENCE ALONG SAID SOUTH LINE SOUTH 83'33'29" WEST, A DISTANCE OF 20.61 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 49'45'16" WEST, A DISTANCE OF 1.44 FEET; THENCE SOUTH 88'09'42" WEST, A DISTANCE OF 168.42 FEET; THENCE NORTH 79'11'23" WEST, A DISTANCE OF 244.60 FEET; THENCE NORTH 01'15'20" WEST, A DISTANCE OF 220.09 FEET TO THE POINT OF BEGINNING.
CONTAINING 9,504 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

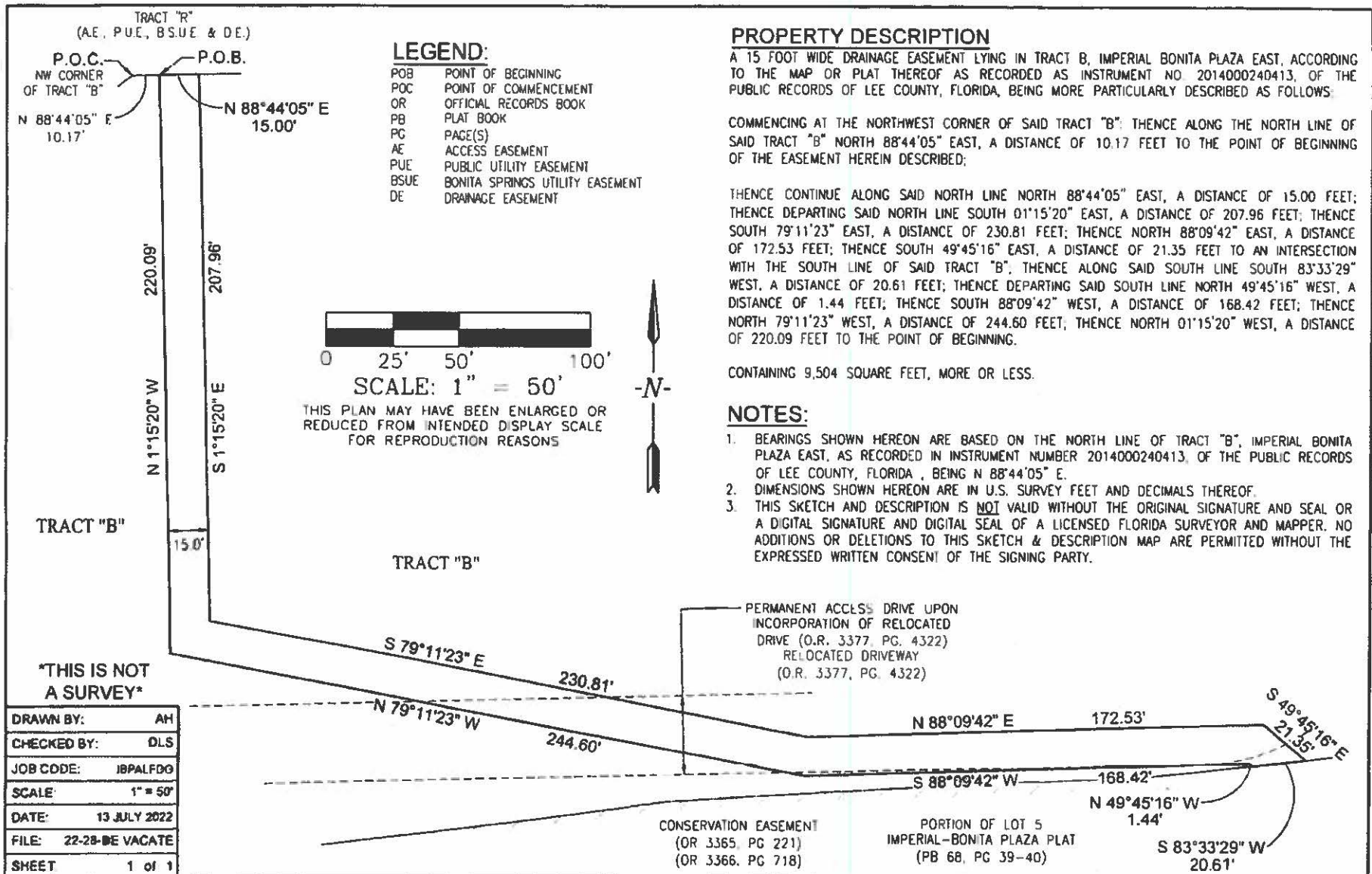


EXHIBIT "C"

LEGAL DESCRIPTION

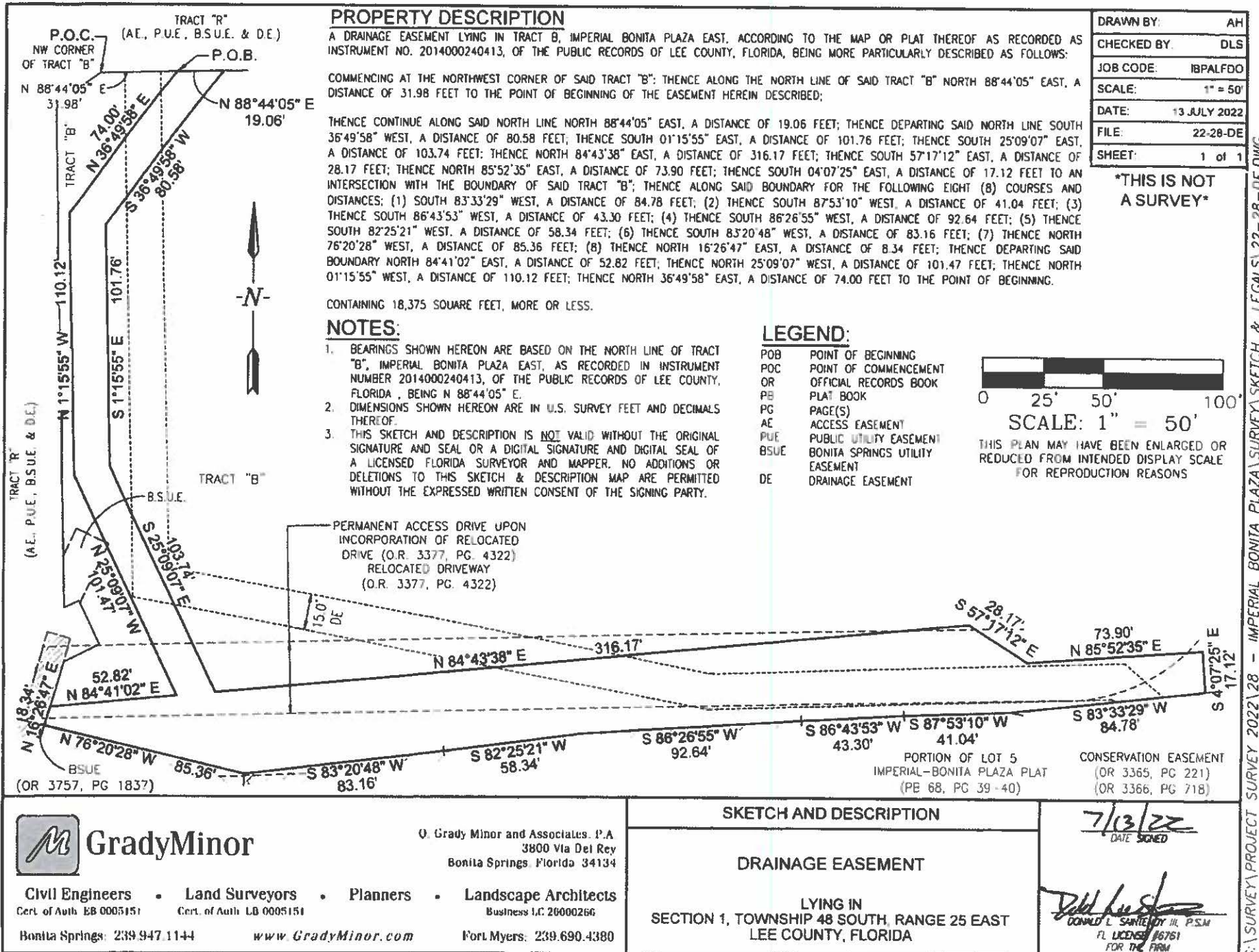
A DRAINAGE EASEMENT LYING IN TRACT B, IMPERIAL BONITA PLAZA EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED AS INSTRUMENT NO. 2014000240413, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE ALONG THE NORTH LINE OF SAID TRACT "B" NORTH 88°44'05" EAST, A DISTANCE OF 31.98 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID NORTH LINE NORTH 88°44'05" EAST, A DISTANCE OF 19.06 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 36°49'58" WEST, A DISTANCE OF 80.58 FEET; THENCE SOUTH 01°15'55" EAST, A DISTANCE OF 101.76 FEET; THENCE SOUTH 25°09'07" EAST, A DISTANCE OF 103.74 FEET; THENCE NORTH 84°43'38" EAST, A DISTANCE OF 316.17 FEET; THENCE SOUTH 57°17'12" EAST, A DISTANCE OF 28.17 FEET; THENCE NORTH 85°52'35" EAST, A DISTANCE OF 73.90 FEET; THENCE SOUTH 04°07'25" EAST, A DISTANCE OF 17.12 FEET TO AN INTERSECTION WITH THE BOUNDARY OF SAID TRACT "B"; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: (1) SOUTH 83°33'29" WEST, A DISTANCE OF 84.78 FEET; (2) THENCE SOUTH 87°53'10" WEST, A DISTANCE OF 41.04 FEET; (3) THENCE SOUTH 86°43'53" WEST, A DISTANCE OF 43.30 FEET; (4) THENCE SOUTH 86°26'55" WEST, A DISTANCE OF 92.64 FEET; (5) THENCE SOUTH 82°25'21" WEST, A DISTANCE OF 58.34 FEET; (6) THENCE SOUTH 83°20'48" WEST, A DISTANCE OF 83.16 FEET; (7) THENCE NORTH 76°20'28" WEST, A DISTANCE OF 85.36 FEET; (8) THENCE NORTH 16°26'47" EAST, A DISTANCE OF 8.34 FEET; THENCE DEPARTING SAID BOUNDARY NORTH 84°41'02" EAST, A DISTANCE OF 52.82 FEET; THENCE NORTH 25°09'07" WEST, A DISTANCE OF 101.47 FEET; THENCE NORTH 01°15'55" WEST, A DISTANCE OF 110.12 FEET; THENCE NORTH 36°49'58" EAST, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,375 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"



Salvatori Law Office, PLLC

Newgate Center
5150 Tamiami Trail North, Suite 304
Naples, FL 34103

Leo J. Salvatori
Direct: 239.552.4106
E-mail: ljs@salvatori.legal

Tel: 239.308.9191
eFax: 239.552.4193
Web: www.salvatori.legal

August 10, 2022

VIA FEDERAL EXPRESS

Community Development Department
Attn: John Dulmer
9220 Bonita Beach Road, Suite 111
Bonita Springs, FL 34135

Re: Strap No. 01-48-25-B2-3000B.0000
IBP-BBR, LLC - Vacation of Drainage Easement for ALF Site
Our File No. 10043-009

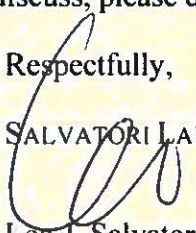
Dear Mr. Dulmer:

Please be advised this firm represents IBP-BBR, LLC. Accompanying this letter is our client's Petition to Vacate a drainage easement that is located on a portion of our client's property, and to cause it to be relocated to properties owned by our client and in the same general vicinity is that for which the vacation is sought. Our client seeks to have the drainage easement vacated from its current position, and relocated to that requested, as to accommodate development and improvements on our client's property.

If you have any questions or care to discuss, please do not hesitate to call.

Respectfully,

SALVATORI LAW OFFICE, PLLC


Leo J. Salvatori

LJS/sdo
Enclosures

VACATION APPLICATION



RECEIVED
CITY OF BONITA SPRINGS

AUG 12 2022

COMMUNITY DEVELOPMENT
DEPARTMENT

PETITION TO VACATE (FS Ch. 177)

Case Number: _____

Petitioner(s), IBP-BBR, LLC requests the City Council of the City of Bonita Springs, Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) Mailing Address: 2400 Tamiami Trail North, Suite 400, Naples, FL 34103

2. In accordance with Florida Statute (F.S.) Chapter 177, Petitioner desires to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".

3. A sketch showing the area the Petitioner desires to vacate is attached as Exhibit "A". ~~A~~ B

4. Proof Petitioner paid all applicable state and county taxes is attached as Exhibit "~~A~~". ~~A~~ D

5. Petitioner is fee simple title holder to the underlying land sought to be vacated.

6. Petitioner did provide notice to all affected property owners concerning the intent of this Petition.

7. In accordance with letters of review and recommendation provided by various governmental and utility entities, there is no apparent impediment to granting the Petition to Vacate.

8. If governed by Ch. 177, the requested vacation will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

9. A sketch showing the area the Petitioner desires to relocate the Drainage Easement is attached hereto as Exhibit "B".

Wherefore, Petitioner respectfully requests that the City Council adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted by:

Steve F. Gardner
Petitioner Signature

Petitioner Signature

Steve F. Gardner

Petitioner Name

Petitioner Name

Community Development Department
9220 Bonita Beach Road, Ste. 111
Bonita Springs, FL 34135
Phone: (239) 444-6150
email: permitting@cityofbonitaspringscd.org

TYPE OF VACATION:

- NOTE: If more than one type of Vacation is requested at the same time, the charge would be the greater fee. Recording Fee to be paid at time of recording.**

Contact Number: (239) 963-7059 Contact Email: stevefgardner18@gmail.com

01-48-25-B2-3000B.0000

[illegible]

We will send you a letter at the time of recording requesting the exact amount.

EXHIBIT "A"

LEGAL DESCRIPTION

Tract B, Imperial Bonita Plaza East, according to the plat thereof recorded as Instrument No. 2014000240413, of the Public Records of Lee County, Florida.

EXHIBIT "B"

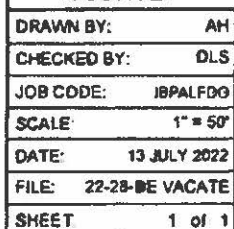
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COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "B": THENCE ALONG THE NORTH LINE OF SAID TRACT "B" NORTH 88' 44'05" EAST, A DISTANCE OF 10.17 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

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CONTAINING 9,504 SQUARE FEET, MORE OR LESS.

G:\SURVEY\PROJECT SURVEY 2022\28 - IMPERIAL BONITA PLAZA\SURVEY\SKETCH & LEGALS\22-28-DF VACATF DWG



 **GradyMinor**

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects

Cert. of Auth. KB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266

Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

EXHIBIT "C"

LEGAL DESCRIPTION

A DRAINAGE EASEMENT LYING IN TRACT B, IMPERIAL BONITA PLAZA EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED AS INSTRUMENT NO. 2014000240413, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE ALONG THE NORTH LINE OF SAID TRACT "B" NORTH 88°44'05" EAST, A DISTANCE OF 31.98 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID NORTH LINE NORTH 88°44'05" EAST, A DISTANCE OF 19.06 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 36°49'58" WEST, A DISTANCE OF 80.58 FEET; THENCE SOUTH 01°15'55" EAST, A DISTANCE OF 101.76 FEET; THENCE SOUTH 25°09'07" EAST, A DISTANCE OF 103.74 FEET; THENCE NORTH 84°43'38" EAST, A DISTANCE OF 316.17 FEET; THENCE SOUTH 57°17'12" EAST, A DISTANCE OF 28.17 FEET; THENCE NORTH 85°52'35" EAST, A DISTANCE OF 73.90 FEET; THENCE SOUTH 04°07'25" EAST, A DISTANCE OF 17.12 FEET TO AN INTERSECTION WITH THE BOUNDARY OF SAID TRACT "B"; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: (1) SOUTH 83°33'29" WEST, A DISTANCE OF 84.78 FEET; (2) THENCE SOUTH 87°53'10" WEST, A DISTANCE OF 41.04 FEET; (3) THENCE SOUTH 86°43'53" WEST, A DISTANCE OF 43.30 FEET; (4) THENCE SOUTH 86°26'55" WEST, A DISTANCE OF 92.64 FEET; (5) THENCE SOUTH 82°25'21" WEST, A DISTANCE OF 58.34 FEET; (6) THENCE SOUTH 83°20'48" WEST, A DISTANCE OF 83.16 FEET; (7) THENCE NORTH 76°20'28" WEST, A DISTANCE OF 85.36 FEET; (8) THENCE NORTH 16°26'47" EAST, A DISTANCE OF 8.34 FEET; THENCE DEPARTING SAID BOUNDARY NORTH 84°41'02" EAST, A DISTANCE OF 52.82 FEET; THENCE NORTH 25°09'07" WEST, A DISTANCE OF 101.47 FEET; THENCE NORTH 01°15'55" WEST, A DISTANCE OF 110.12 FEET; THENCE NORTH 36°49'58" EAST, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,375 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"

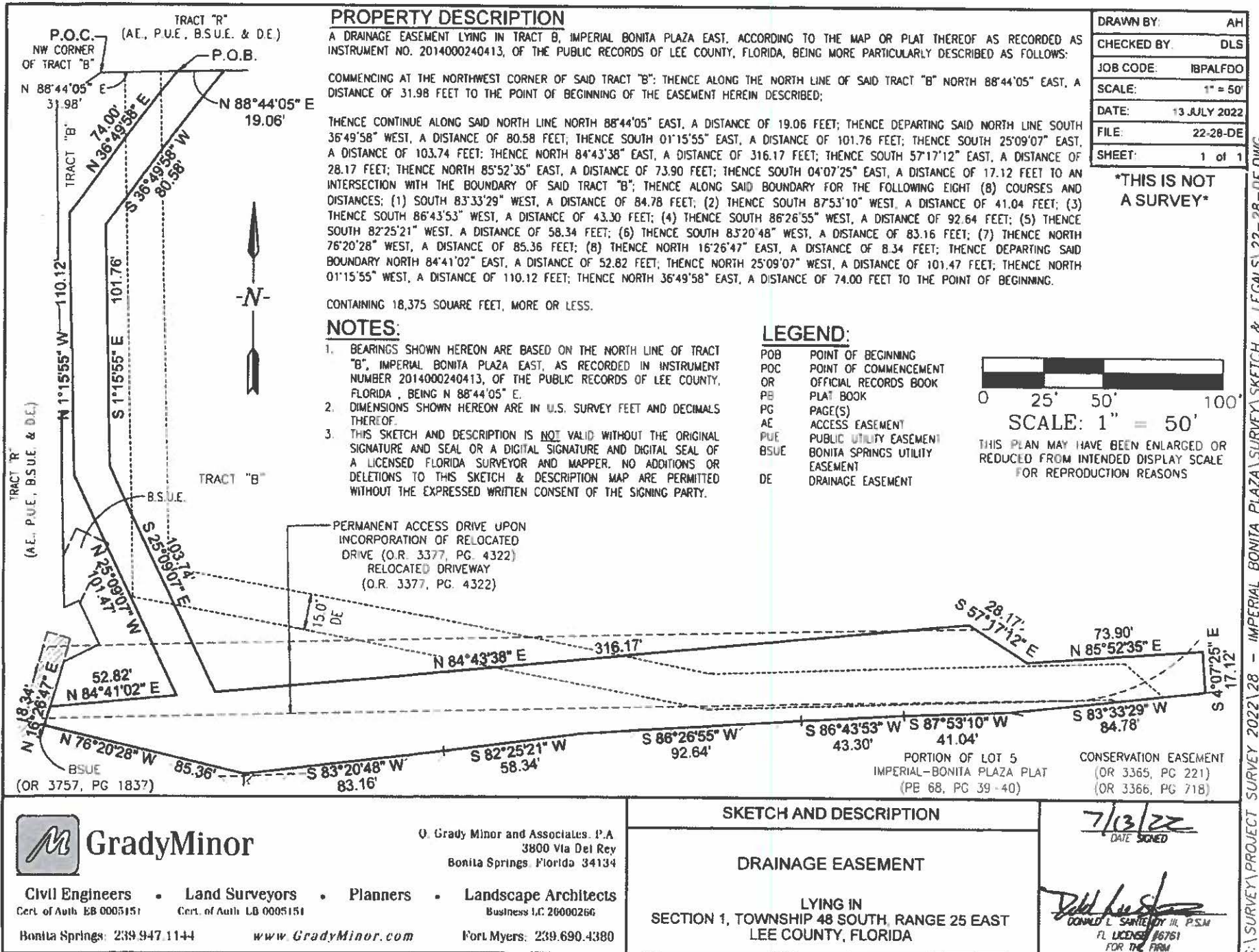


EXHIBIT "D"



Thank you for being a valued customer.
It has been our pleasure to assist you.

Transaction # 3851871	
Cashier:	LBS1
Paid By:	
IBP-BBR LLC	
Posted Date:	07/15/2022 01:56PM
Received Via:	In Person
Num. Items:	1
Total Tendered:	\$16,512.48
Receipt #:	B20-00-00303247
Location:	Bonita Springs Service Center
Batch:	4563246
Drawer:	LTBS15
Status:	Complete

Receipt				
Item	Details	Effective Date	Due	Paid
Real Estate	Acc# 01-48-25-B2-3000B.0000 Bill Yr: 2021 Regular Due: 03/31/2022	07/15/2022	\$16,512.48	\$16,512.48
	Total:		\$16,512.48	\$16,512.48
Payment	Details	Paid		
Check	Acc#XXXX0 Chk#000003343348	\$16,512.48		
	Balance:	\$0.00		

This instrument prepared by and
after recording return to:

Leo J. Salvatori, Esq.
Salvatori, Wood, Buckel,
Carmichael & Lottes
9132 Strada Place, Fourth Floor
Naples, Florida 34108-2683

SPECIAL WARRANTY DEED

This Indenture, made this 2nd day of November, 2013, between **STEEL RECOVERY SOLUTIONS LLC**, a Florida limited liability company, GRANTOR, and **IBP-BBR, LLC**, a Florida limited liability company, whose post office address is 877 91st Avenue, Suite 2, Naples, Florida 34108, GRANTEE.

Witnesseth that said Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable consideration, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described property, situate, lying and being in Lee County, Florida, to-wit:

See Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

Subject to easements, restrictions and reservations of record, and real estate taxes for the year 2013 and all subsequent years.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by or through Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Witness No. 1 Signature

LEO J. SALVATORI

Witness No. 1 Printed Name

Debra K. Blackwell

Witness No. 2 Signature

Debra K. Blackwell

Witness No. 2 Printed Name

STEEL RECOVERY SOLUTIONS LLC, a
Florida limited liability company

By:

David H. Boshart, Sr.
David H. Boshart, Sr., as Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22nd day of November, 2013, by DAVID H. BOSHART, SR., as Manager of STEEL RECOVERY SOLUTIONS LLC, a Florida limited liability company, who is personally known to me.


NOTARY PUBLIC


TYPED, PRINTED OR STAMPED NAME OF NOTARY
My Commission Expires:



August 10, 2022

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.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) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

Mr. Leo J. Salvatori
Salvatori Law Office, PLLC
Newgate Center
5150 Tamiami Trail North, Suite 304
Naples, FL 34103

RE: *Request for Letter of Review and Recommendation on a proposed
drainage easement vacation for Imperial Bonita Plaza, Parcel 5;
STRAP No. 01-48-25-B2-3000B.0000/IBP-BBR*

Dear Mr. Salvatori:

The City of Bonita Springs Public Works Department reviewed the proposed Drainage Easement Vacation as referenced above. The City has no objection.

Sincerely,

Matt Feeney
Assistant City Manager

MF/cdb

Cc: Debra Filipek, City Clerk
Carly Jean Sanseverino, Staff Attorney



Lee County
Southwest Florida

DEPARTMENT OF TRANSPORTATION

(239) 533-8117
FAX (239) 485-8520

BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger J. Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

July 22, 2022

Leo Salvatori
Salvatori Law Office, PLLC
5150 Tamiami Trail North, Suite 304
Naples, FL
34103

**RE: Petition to Vacate Drainage Easements located at Strap:
014825b23000b0000, Section 1, Township 48 South, Range 25 East,
Bonita Springs., Lee County, Florida.**

Mr. Salvatori:

Lee County Department of Transportation has reviewed your request to vacate a drainage easements located at the property described above. Lee County DOT offers no objection to this petition to vacate as proposed.

If you have any questions please do not hesitate to call Lee County Department of Transportation, at 533-8117.

Regards,

Robert Lovell
RW Project Manager
Lee County Department of Transportation

cc: DOT File (Laplaza Bonita Loop)



Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

(239) 533-8124

Cecil L. Pendergrass
District Two

July 21, 2022

Ray Sandelli
District Three

Leo Salvatori
5150 Tamiami Trail North
Suite 304
Naples, FL 34103

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Re: Request for a Letter of Review and Recommendation for Vacation of Drainage and
Utility Easement on Strap No. 01-48-25-B2-3000B.0000

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Dear Mr. Salvatori:

Based on the review of the documents submitted with your request, Lee County Division
of Natural Resources has no objection to the vacation of easement as shown on Strap
No. 01-48-25-B2-3000B.0000.

Should you have any questions, please call me at the above telephone number.

Regards,

LEE COUNTY DIVISION OF NATURAL RESOURCES

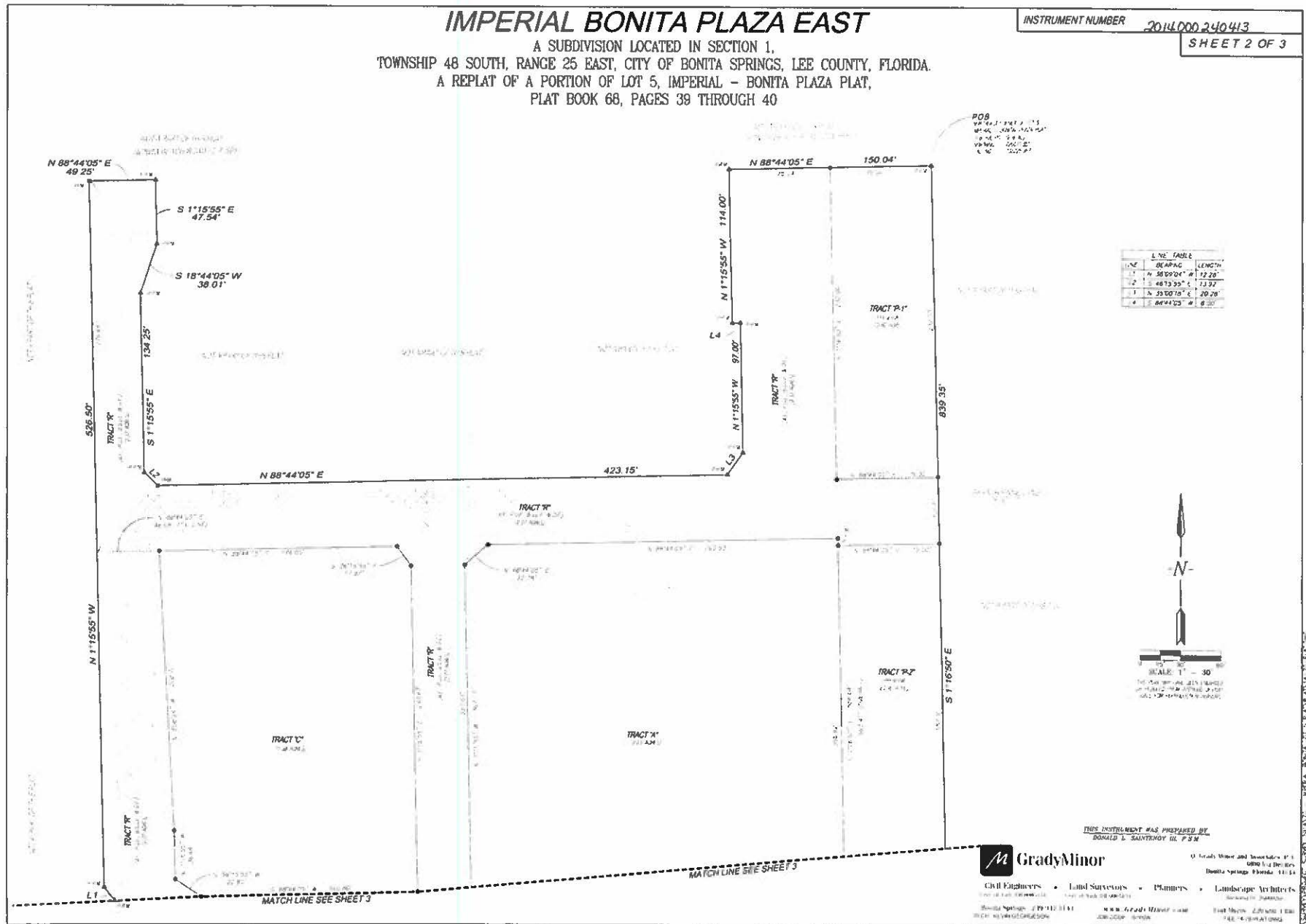
Phil Gillogly
Surface Water Manager

S:\Natural Resources\SURFACE\DOCUMENT\vac2000-211.docx/

IMPERIAL BONITA PLAZA EAST

A SUBDIVISION LOCATED IN SECTION 1,
TOWNSHIP 48 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA.
A REPLAT OF A PORTION OF LOT 5, IMPERIAL - BONITA PLAZA PLAT,
PLAT BOOK 68, PAGES 39 THROUGH 40

INSTRUMENT NUMBER 2014000240413
SHEET 2 OF 3

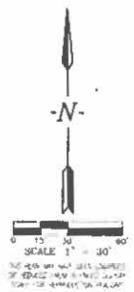
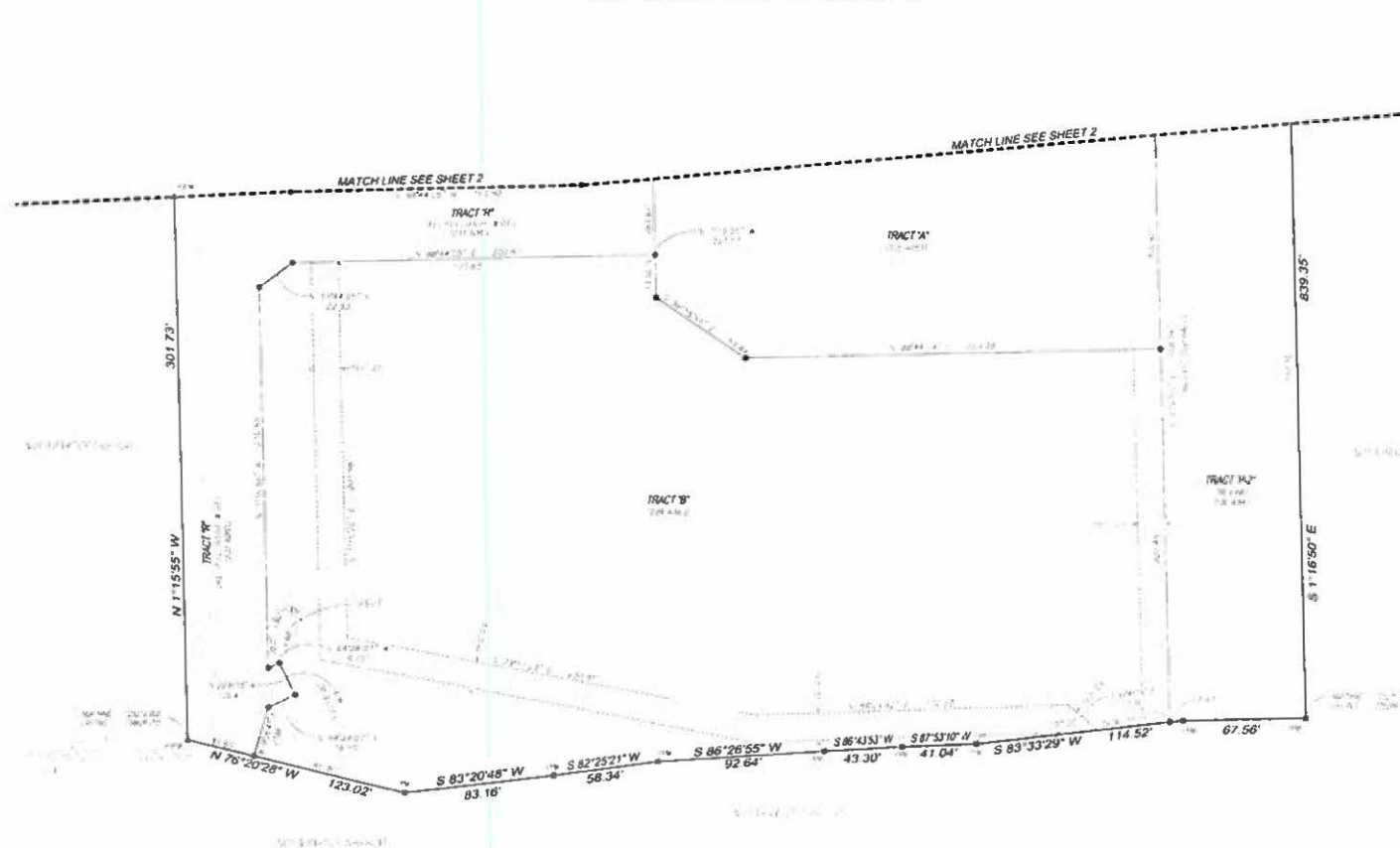


IMPERIAL BONITA PLAZA EAST

A SUBDIVISION LOCATED IN SECTION 1,
TOWNSHIP 48 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA.
A REPLAT OF A PORTION OF LOT 5, IMPERIAL - BONITA PLAZA PLAT,
PLAT BOOK 68, PAGES 39 THROUGH 40

INSTRUMENT NUMBER 2014000240413

SHEET 3 OF 3



LINE TABLE		
LINE #	BEARING	DISTANCE
1.000	S 25°08'31\"	27.31'
1.001	N 84°23'32\"	15.30'
1.002	S 75°06'03\"	12.86'

THIS INSTRUMENT WAS PREPARED BY
DONALD L. SAUNDERS JR., P.E.



GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
10001 1st Ave. S.E.
Bonita Springs, FL 34135
Phone: 941.351.1111 • Fax: 941.351.1112
www.GradyMinor.com • Email: info@GradyMinor.com

Grady Minor and Associates, P.A.
3900 11th Dr. W.
Bonita Springs, Florida 34135

Run Times: 2

Run Dates: 01/04/23, 01/11/23

No. of Affidavits: 1

Text of Ad:

**NOTICE OF PUBLIC HEARING
FOR PETITION TO VACATE
Case Number: VAC22-94193-BOS**

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that on the 18th of January, 2023, at 9:00am, in the Bonita Springs City Hall, located at 9101 Bonita Beach Rd, Bonita Springs, FL 34135 the City Council of Bonita Springs, Florida, will consider and take action on a petition vacating, abandoning, closing and discontinuing the public's interest in the following described drainage easement:

A 15 FOOT WIDE DRAINAGE EASEMENT LYING IN TRACT B, IMPERIAL BONITA PLAZA EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED AS INSTRUMENT NO. 201400024D413, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "B": THENCE ALONG THE NORTH LINE OF SAID TRACT "B" NORTH 88° 44'05" EAST, A DISTANCE OF 10.17 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID NORTH LINE NORTH 88° 44'05" EAST, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH D1°15'20" EAST, A DISTANCE OF 207.96 FEET; THENCE SOUTH 79° 11'23" EAST, A DISTANCE OF 230.81 FEET; THENCE NORTH 88°09'42" EAST, A DISTANCE OF 172.53 FEET; THENCE SOUTH 49°45'16" EAST, A DISTANCE OF 21.35 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "B"; THENCE ALONG SAID SOUTH LINE SOUTH 83°33'29" WEST, A DISTANCE OF 20.61 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 49°45'16" WEST, A DISTANCE OF 1.44 FEET; THENCE SOUTH 88°09'42" WEST, A DISTANCE OF 168.42 FEET; THENCE NORTH 79°11'23" WEST, A DISTANCE OF 244.60 FEET; THENCE NORTH 01°15'20" WEST, A DISTANCE OF 220.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,504 SQUARE FEET, MORE OR LESS.

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

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.

A copy of the Petition to Vacate is on file in the Office of the City Clerk of Bonita Springs, Florida, 9101 Bonita Beach Road, Bonita Springs, Florida 34135.

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.

CITY OF BONITA SPRINGS
BY: Rick Steinmeyer, Mayor
Debbie Filipek, City Clerk
AD # 5535563

Jan 4, 11, 2023