



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

## CITY COUNCIL MEETING AGENDA

February 1, 2023  
5:30 p.m.

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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](mailto:CITYMEETINGS@CITYOFBONITASPRINGS.ORG). **Any written public comment must be received by 2:00 p.m. on February 1, 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.

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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:
9. Consent Agenda:
  - A. Approval of the December 21, 2022 Draft City Council Meeting Minutes
  - B. Approve a purchase agreement to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program (Green Sheet No. 23-02-12)

- C. Authorize staff to submit a grant proposal to the Florida Department of Environmental Protection for the FY2023-2024 Federal Recreational Trails Program (RTP) to construct the Pine Avenue Multi-Use Path. (Green Sheet No. 23-02-013)
- D. Confirm and ratify Resolutions extending the Local State of Emergency and two Executive Orders facilitating recovery from Hurricane Ian. (Green Sheet No. 23-02-014)
- E. Approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$1,420,409.78 for Community Park Baseball Complex LED field lighting project. (Green Sheet No. 23-02-015)
- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

- A. Consider two applications for appointment to the City of Bonita Springs Local Planning Agency (Green Sheet No. 23-02-020)
- B. Consider one application for appointment to the Outreach Advisory Committee (Green Sheet No. 23-02-017)

11. City Attorney's Items:

- A. Discussion regarding a purchase agreement with BS Parcel Holdings LLC to acquire land for stormwater purposes and an Infrastructure Oversizing Agreement for related offsite work. (Green Sheet No. 23-02-019)

12. City Manager's Items:

- A. Adopt the City's 2023 State Legislative Agenda and provide direction regarding potential priority projects for appropriations requests. (Green Sheet No. 23-02-018)
- B. Presentation and request authorization for submission under the American Rescue Plan Act Grant (Green Sheet No. 23-02-016)
- C. Update regarding Hurricane Ian recovery

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment



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## **CITY COUNCIL MEETING MINUTES**

December 21, 2022  
5:30 p.m.

1. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 5:30 P.M.

2. Invocation

Pastor Jeff Chitwood with Anchor Christian Church provided the invocation.

3. Pledge of Allegiance

Mayor Steinmeyer led in the Pledge of Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Ben Hershenson commented in support of the agenda item regarding a potential ordinance banning thru-trucks in downtown.

8. Consent Agenda:

Council Member Laura Carr motioned approval of the Consent Agenda; Council Member Jesse Purdon seconded; and the motion carried unanimously.

A. Approve the December 7, 2022 Draft City Council Meeting Minutes

B. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian (Green Sheet No. 22-12-199)

- C. Approve two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program (Green Sheet No. 22-12-201)
  - D. Approve contract amendment #4 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Mitigation (CDBG-MIT) IBE/Quinn/Downs/Dean West of Imperial Parkway Drainage Project – Contract Agreement #IR015 (Green Sheet No. 22-12-202)
  - E. Authorize Lee County Interlocal agreement for the expansion of LeeTran Ultra Bus service. (Green Sheet No. 22-12-203)
  - F. Approve resolution accepting one resignation from the Art in Public Places Board, one resignation from the City's Tree Advisory Board, and one resignation from the Historic Preservation Board. (Green Sheet No. 22-12-205) **ADOPTED RESOLUTION NO. 22-79**
  - G. Approve a one-year contract extension with BankUnited for continued banking services. (Green Sheet No. 22-12-198)
  - H. Adopt a Resolution appointing/reappointing members to the Historic Preservation Board, the Art in Public Places Board, the Tree Advisory Board, the Bicycle Pedestrian Safety Advisory Committee, the Technology Advisory Board, the Local Planning Agency, and the Board for Land Use Hearings & Adjustments and Zoning Board of Appeals; and providing for an effective date. (Green Sheet No. 22-12-206) **ADOPTED RESOLUTION NO. 22-80**
  - I. Adopt Resolution approving the Selection Committee's recommendation to engage thirteen qualified firms to provide FEMA Public Assistance Grant Services for the City. (Green Sheet No. 22-12-196) **ADOPTED RESOLUTION NO. 22-81**
    - Opportunity for City Council Comments on Consent Agenda
9. Mayor and Council Member Items:
- A. Discussion regarding a potential ordinance to prohibit thru-trucks along the Old 41 Corridor. (Green Sheet No. 22-12-200)

Council Member Fred Forbes motioned for staff to investigate as outlined in the agenda summary report and come back with recommendations on whether to prohibit thru-trucks on the Old 41 Corridor. Council Member Laura Carr seconded; and the motion carried unanimously.

10. Public Hearing:

- A. Second Reading and Public Hearing of the following ordinance: AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2022-2023 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-12-197)

City Attorney Derek Rooney read the title block into the record.

Council Member Carr motioned adoption of the Ordinance; Council Member Purdon seconded.

No public comments were made.

The motion carried unanimously. **ADOPTED ORDINANCE NO. 22-12**

11. City Attorney's Items:

- A. First Reading of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS AUTHORIZING THE LEASE OF A PORTION OF REAL PROPERTY WITHIN LEITNER NEIGHBORHOOD PARK TO CAFÉ OF LIFE; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 22-12-210)

City Attorney Rooney read the title block into the record and provided a brief overview.

Council Member Carr motioned approval; Council Member Purdon seconded.

No public comments were made.

The motion carried unanimously.

12. City Manager's Items:

- A. Discussion of proposals received for RFP 22-12 State Legislative and Executive Branch Lobbying Services and direction to staff. (Green Sheet No. 22-12-204)

A ballot vote was held resulting in four votes for Greenberg Traurig and three votes for Gray Robinson.

Council Member Nigel Fullick motioned to accept the ballot vote (Greenberg Traurig first choice and Gray Robinson second choice); Council Member Carr seconded; and the motion carried unanimously.

Council Member Fred Forbes motioned to authorize staff to negotiate the contract and authorize the Mayor to sign it; Council Member Carr seconded; and the motion carried unanimously.

- B. Update regarding building permit surplus revenue balance and sunset of temporary fee reduction. (Green Sheet No. 22-12-207)

John Dulmer, Director of Community Development, provided an overview of the building permit surplus revenue balance and the upcoming sunset of temporary fee reductions. The recommendation is to allow this to sunset as intended. City Manager Hunter clarified that this item is separate from permit waivers relating to Hurricane Ian.

Council Member Carr motioned to allow the temporary fee reductions to sunset; Council Member Jamie Bogacz seconded; and the motion carried unanimously.

- C. Appoint City Council Members as liaisons to various Boards and Committees (Green Sheet No. 22-12-209)

The Council Members discussed liaisons for each board and committee.

Council Member Purdon motioned to approve the City Council liaison appointments as discussed; Council Member Bogacz seconded; and the motion carried unanimously.

- D. Discussion regarding the City's participation in FEMA's Hazard Mitigation Grant Program (HMGP) and the Lee County Joint Local Mitigation Strategy (LMS). (Green Sheet No. 22-12-208)

City Manager Hunter provided an overview of the County's Disaster Recovery Committee, which consists of all Lee County jurisdictions and entities/utilities that have opportunities to receive FEMA funds as a result of Hurricane Ian. Staff recommended continuing to ask for funding for infrastructure and for home elevation and buyout program in Quinn, Downs, and Imperial Bonita Estates neighborhoods. She advised that the City could ask for additional funding to expand the existing program to offer the opportunity to vulnerable properties City-wide. Assistant City Manager Matt Feeney further addressed an additional drainage project along Morton Avenue, north of East Terry Street. Should the Council wish to move forward with the Morton drainage project, staff will present further details during a future stormwater infrastructure workshop.

Council Member Chris Corrie motioned to move forward with Staff's recommendations; Mayor Steinmeyer seconded; and the motion carried unanimously.

E. Update regarding Hurricane Ian recovery

City Manager Hunter provided an update on Hurricane Ian recovery and the hours of operation for FEMA's Disaster Recovery Center at the City's Rec Center over the holidays. She referenced the packet provided to Council by the Finance Director regarding potential property taxes for properties affected by Hurricane Ian. Additional clarification is expected to become available from the State in the spring.

Assistant City Manager Feeney next provided an update on debris removal within the City, noting that the majority of debris removal operations will end in January 2023. He also addressed the County's assessment of traffic signals, estimates of damage, and the funding mechanisms available to the City.

City Manager Hunter addressed City facility closures for the holidays and reminded the Council that the January 4<sup>th</sup> City Council meeting is cancelled.

13. Mayor and Council Member Reports

Council Member Forbes informed Council that Don Scott, the Executive Director of the MPO, informed him that the MPO is only seeking acknowledgement of receipt of the upcoming presentation and feasibility report for the rails project. MPO is not requesting that the City approve or reject the project at this stage.

14. Public Comment

Bruce Ackerman, representing the Joint Committee for Rails and Trails at the Vines Community and the Estero Country Club, invited Council Members to take a tour of their neighborhood as it relates to the MPO's study. He also entered into the record a draft Resolution for Council's consideration.

15. Adjournment

There being no further items to discuss, the meeting adjourned at 6:46 P.M.

Respectfully submitted,

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Debra Filipek, City Clerk

APPROVED BY CITY COUNCIL:

Date: \_\_\_\_\_

AUTHENTICATED:

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Mayor Rick Steinmeyer

**REQUESTED MOTION:** Approve a purchase agreement 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 Mangement, 4) Environmental Protection

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**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 the purchase agreement for the Voluntary Home Buyout Program

**ATTACHMENTS:**

1. Purchase Agreement
2. Senate Bill 966

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**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**

**AGREEMENT FOR PURCHASE**

THIS AGREEMENT is made this 15 day of January 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 "SELLER"):

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

SELLER understands this is a voluntary transaction and that SELLER 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 SELLER 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 SELLER' 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 SELLER 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.





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3. CONSIDERATION. The SELLER 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 Four Hundred Thirty-Two Thousand Dollars and Zero Cents (\$432,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.
- a. The SELLER 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 SELLER until title has been conveyed to the City.
  - c. The SELLER 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 SELLER 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 SELLER for relocation purposes. Additionally, SELLER 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 SELLER 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's property is identified as a rental property and as such, does not qualify for a program incentive identified within the program regulations.
5. CONTINGENCIES.
- a. SELLER shall vacate the property within One Hundred Eighty (180) days from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
  - b. BUYER must work with SELLER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
  - c. 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





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

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.

- d. BUYER and SELLER 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 SELLER 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.
- e. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.

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. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.

7. REAL ESTATE TAXES. SELLER 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 SELLER 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 SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER 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





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

Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before One Hundred Eighty (180) days of the signing of this contract.

10. ACKNOWLEDGEMENTS. The SELLER 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 SELLER 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. 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, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.
12. VACANCY INSPECTION. The SELLER 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 SELLER.
13. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
14. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER 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.
15. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **Tuesday, June 27, 2023** unless accepted or countered by SELLER in written form prior to such time. If SELLER 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.
16. 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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17. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
18. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the SELLER 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.**

IN WITNESS WHEREOF, the SELLER have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLER 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

Signature

Date

1/16/2023

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**

**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 SELLER 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 SELLER 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 SELLER 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 SELLER 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 SELLER must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLER 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 SELLER's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLER, 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 SELLER 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 SELLER 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 SELLER 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 SELLER's consent to such company or entity to release said information to the City.

The SELLER 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 SELLER hereafter receives any Proceeds for the same purpose as the Program, the SELLER 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  
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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]

Signature [REDACTED]

Print Name [REDACTED]

**PROGRAM STAFF**

\_\_\_\_\_  
Signature

Elly Soto McKuen

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.



2020966er

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

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

**REQUESTED MOTION:** Authorize staff to submit a grant proposal to the Florida Department of Environmental Protection for the FY2023-2024 Federal Recreational Trails Program (RTP) to construct the Pine Avenue Multi-Use Path.

**REQUESTOR:** Elly Soto McKuen, Senior Project Manager

**AGENDA:** Consent

**STRATEGIC PRIORITY:** 1) Improve Stormwater Management, 2) Transportation, 3) Strengthen City Finances, 4) Environmental Protection, 5) Community Aesthetics, 8) Economic Development

---

**BACKGROUND:** The Florida Department of Environmental Protection (FDEP) announced a grant opportunity for the Federal Recreational Trails Program (RTP). The Recreational Trails Program is federally funded through the United States Department of Transportation's Federal Highway Administration (FHWA). The RTP provides competitive, matching-grant funds to renovate, develop, or maintain recreational motorized, nonmotorized, and mixed-use trails and trailside facilities.

Staff recommends the Pine Avenue Multi-Use Pathway Project. The project scope is Pine Avenue from West Terry Street up to the northern boundary of the City's Community Park. Pine Avenue is the connection between the recently upgraded improvements along West Terry Street and the City's Recreation Center. A multi-use path along Pine Avenue would allow for wider pathways and upgraded landscaping and lighting similar to those recently installed along West Terry Street.

Staff has shovel ready plans. The application requires a 1:1 match. The maximum amount for a non-motorized trail is \$500,000.

**STAFF RECOMMENDATION:** Authorize staff to submit a grant proposal for Pine Avenue Multi-Use Path

**ATTACHMENTS:**

1. Grant Announcement

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**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

## Miscellaneous

### **DEPARTMENT OF ENVIRONMENTAL PROTECTION**

#### **Office of the Secretary**

#### **NOTICE OF GRANT SUBMISSION PERIOD FOR RECREATION TRAILS PROGRAM**

The Department of Environmental Protection (Department) will accept Fiscal Year 2023-24 grant applications for the Federal Recreational Trails Program (RTP), as follows:

**APPLICATION SUBMISSION PERIOD:** The Department is accepting applications from February 1 through March 1, 2023. Completed applications must be postmarked on or before March 1, 2023.

**ELIGIBLE APPLICANTS:** Eligible applicants include all local governmental entities and state or federal agencies, federally or state recognized Indian tribal governments that have the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the public, and active Florida nonprofit corporations that have an agreement with a governmental agency to develop public lands.

**INELIGIBLE APPLICANTS:** A grantee with two incomplete RTP projects by the closing date of the application submission period is not eligible to apply.

**APPLICATION LIMIT PER SUBMISSION CYCLE:** The maximum number of applications an applicant may submit is as follows: local governments may submit one; consolidated city-county government may submit two; nonprofit corporations may submit one; state and federal agencies may submit one per district.

**ELIGIBLE PROJECT SITES:** The site of a proposed RTP project must be on public lands. The site must be owned by the applicant or government on or before the closing date of the application submission period. A site not owned by the applicant or government must be under the applicant's or government's control by a 99-year lease or similar control, such that the applicant has the legal ability to dedicate and manage the site for public recreational trail use pursuant to subsections 62S-2.076(1) and (2), F.A.C. School board property used primarily for educational or school related purposes is not eligible. In addition, nonprofit corporations must provide a letter from the landowner or managing agency stating that it supports the project and will abide by the compliance requirements of this rule, and the Recreational Trails Program Interim Guidance issued by the Federal Highway Administration.

**ELIGIBLE PROJECT TYPES:** The primary purpose of the project must be providing recreational trails for the public and may include motorized trail, nonmotorized trail, and mixed-use trail projects that facilitate recreational trail use. A recreational trail is a thoroughfare or track across land or water, used for recreational purposes such as bicycling, day hiking, equestrian activities, jogging or similar fitness activities, trail biking, overnight and long distance backpacking, roller skating, in-line skating, running, aquatic or water activity, and vehicular travel by motorcycle, four-wheel drive, all terrain off-road vehicles, or dune buggies per subsection 62S-2.070(39), F.A.C. Projects may include facilities such as boat launches, docks, and related facilities to create or enhance recreational trail opportunities.

**PERMISSIBLE USES OF RTP GRANT FUNDS:** Maintenance or renovation of existing trails; development or renovation of trailside or trailhead facilities or trail linkages; purchase of trail construction or maintenance equipment; construction of new trails on local and state lands; construction of new trails crossing federal lands; operation of educational programs to promote safety and environmental protection that specifically relate to the uses of recreational trails, to the extent the Department has not chosen to use the educational funds in whole or in part, to further a statewide goal of the Greenways and Trails Plan.

**MAXIMUM GRANT REQUEST:** The maximum grant amount per project type is as follows: nonmotorized trail: \$400,000; mixed use trail: \$500,000; motorized trail: \$1,000,000. Grant awards are distributed on a reimbursement basis and are contingent upon an apportionment from the Federal Highway Administration and expenditure authorization by the Florida Legislature.

**MATCH REQUIREMENTS:** The RTP grant is provided on a 50:50, 60:40, or 80:20 matching ratio (program: grantee).

**APPLICATION PACKETS AND ADDITIONAL DETAILS:** RTP grant application packets and additional grant details may be obtained electronically at <https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-assistance> or contacting RTP staff via email [Lauren.Cruz@floridadep.gov](mailto:Lauren.Cruz@floridadep.gov), by phone (850)245-2681 or U.S. Mail at Department of Environmental Protection, Land and Recreation Grants Section, 3900 Commonwealth Boulevard,

Mail Station 585, Tallahassee, Florida 32399. See also, Fla. Stat. § 260.016, and F.A.C. Rule 62S-2 for specific application requirements, processing, and evaluation criteria.

APPLICATION WEBINAR: RTP staff will host a webinar to assist potential grant applicants in understanding the application processes for both development and acquisition projects.

DATE and TIME: Wednesday, January 19, 2023, 10:00 a.m.

PLACE: Interested parties may participate via GoToWebinar:

Please register IN ADVANCE at <https://attendee.gotowebinar.com/register/8800258397740086541>

After registering, you will receive a confirmation email from [customercare@gotowebinar.com](mailto:customercare@gotowebinar.com) containing information about joining the webinar.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Linda Reeves, (850)245-2501. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**REQUESTED MOTION:** Confirm and ratify Resolutions extending the Local State of Emergency and two Executive Orders facilitating recovery from Hurricane Ian.

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

**AGENDA:** Consent

**STRATEGIC PRIORITY:** N/A

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**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.

Additionally, on December 21, 2022, an Executive Order was issued by the City Manager suspending for the duration of the Local State of Emergency certain provisions of the Land Development Code as it relates to the 90-day demolition delay period required for demolition of structures over 50 years old.

On January 18, 2023, City Council provided the direction to amend the curfew applicable to the barrier islands. Attached is the Executive Order issued by the City Manager to effectuate such direction.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency and issuance of Executive Orders.

**STAFF RECOMMENDATION:** Approve

**ATTACHMENTS:**

1. Resolution No. 23-06 issued on January 16, 2023
2. Resolution No. 23-07 issued on January 23, 2023
3. Executive Order 22-07 Suspension of Demolition Delay
4. Executive Order 22-08 Amending Curfew

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**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. 23-06

**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;

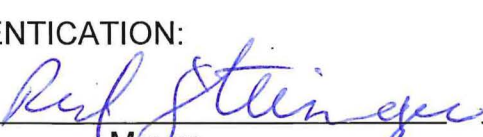
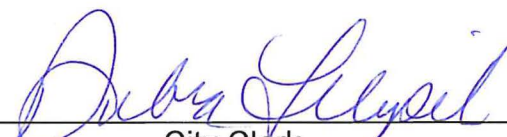
Section 1. The recitals above are hereby incorporated herein.

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 16<sup>th</sup> day of January, 2023.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:

 City Attorney

Date filed with City Clerk: 1/16/2023

CITY OF BONITA SPRINGS  
RESOLUTION NO. 23-07

**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 23<sup>rd</sup> day of January, 2023.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:

  
City Attorney

Date filed with City Clerk: 1/23/2023



**EXECUTIVE ORDER 22-07  
SUSPENSION OF DEMOLITION DELAY  
STATE OF EMERGENCY  
HURRICANE IAN**

WHEREAS, the City of Bonita Springs is under a State of Emergency as a result of Hurricane Ian; and

WHEREAS, as a result of Hurricane Ian, emergency conditions exist within the City of Bonita Springs because of damage to buildings and structures and debris on public and private property as a result of high winds, rain, storm surge and post-storm flooding; and

WHEREAS, many of these structures need immediate demolition or repairs in order to remediate and mitigate the storm damage; and

WHEREAS, pursuant to Chapter 14 - Civil Emergencies, Article III. – Post-Disaster Recovery, of the Bonita Springs City Code requires consideration of the preservation of historic resources in post-disaster recovery but recognizes that standard preservation protocols cannot be followed in a post-disaster scenario; and

WHEREAS, Sec 5-88 of the City's Land Development Code (LDC) mandates a 90 day waiting period for demolition of recognized historic resources, as defined, for the purpose of pursuing alternatives to demolition and to assemble and document information regarding the structure; and

WHEREAS, it is in the best interest of the City's recovery to suspend the waiting period requirement in order to facilitate recovery from Hurricane Ian.

NOW THEREFORE, the City Manager is authorized by law and pursuant Resolution 2022-59, in order to protect the health and safety of City, hereby puts the following emergency measure(s) in place:

1. The waiting period required under LDC Sec. 5-88 for demolition of recognized historic resources, as defined, is hereby suspended for the duration of the Local State of Emergency due to Hurricane Ian.
2. This Order shall be effective immediately upon my execution, this 21<sup>st</sup> day of December, 2022 and shall be effective until otherwise terminated or extended in accordance with applicable law.

Arleen M. Hunter  
City Manager



**EXECUTIVE ORDER 22-08  
AMENDING CURRENT CURFEW DURING  
LOCAL STATE OF EMERGENCY  
HURRICANE IAN**

WHEREAS, the City of Bonita Springs is under a Local State of Emergency as a result of Hurricane Ian; and

WHEREAS, as a result of Hurricane Ian, emergency conditions exist within the City because of damage to buildings and structures and debris on public and private property due to the high winds, rain, storm surge and flooding; and

WHEREAS, on September 28, 2022, an Executive Order was issued establishing a City-wide curfew beginning at 6:00 pm and continuing until further notice; and

WHEREAS, on October 7, 2022, an Executive Order 22-03 was issued amending the curfew to begin at 7:00 pm to 7:00 am.

NOW THEREFORE the City Manager is authorized by law and pursuant to Resolution 22-59, in order to protect the health and safety of the City, to enact the following emergency measure(s):

1. **Bonita Beach Area Curfew.** Until further notice from the City, all persons in the Bonita Beach areas, other than Bonita Beach residents, are prohibited from being abroad in vehicles or on foot between the hours of 12:00 am and 6:00 am. Residents need to be prepared to show proof of residency and visitors need to be prepared to show proof of valid reservations if abroad during the curfew hours.
2. **Other Exempted Persons.** This curfew shall not apply to those persons actually engaged in the performance of governmental or emergency duties, public service employees proceeding to or from their places of work, members of the media, or others specifically allowed by law or pursuant to the current State of Emergency orders issued by the Governor or Lee County.
3. **Enforcement.** The Lee County Sheriff's Office is empowered to enforce all provisions of this curfew.
4. **Effective Date and Duration.** This Executive Order shall be effective immediately upon my execution, this 18<sup>th</sup> day of January, 2023, and shall remain in effect until otherwise terminated or extended in accordance with applicable law.

Arleen M. Hunter  
City Manager

**REQUESTED MOTION:** Approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$1,420,409.78 for Community Park Baseball Complex LED field lighting project.

**REQUESTOR:** Nicole Perino, Parks and Recreation Director

**AGENDA:** City Manager's Items

**STRATEGIC PRIORITY:** #5 Community Aesthetics

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**BACKGROUND:**

On March 2, 2022, City Council approved the proposal from EnviroStruct, LLC for Community Park Baseball Complex Phase 2 renovations, which included renovations of fields 1, 2 and 4 to meet Little League standards with complete turf replacement, grading and drainage improvements, modify and expand for a new irrigation design, relocate bases, base lines and pitcher's mounds as well as upgraded scoreboards. Renovations to all 4 fields included new fencing and gate layouts, new backstops and safety netting, and the design of furnishings to include locations and construction specifications of dugouts and scorekeeper areas.

Attached is the proposal from EnviroStruct, LLC for the guaranteed maximum price for the Community Park Baseball Complex new LED field lighting for all 4 fields in the amount of \$1,420,409.78. The work is outlined in the scope of work and fee proposal attached. Funding for the LED field lighting improvements is included in the current fiscal year budget.

**STAFF RECOMMENDATION:** Approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$1,420,409.78 for Community Park Baseball Complex LED field lighting project.

**ATTACHMENTS:**

1. Proposal from EnviroStruct, LLC
- 

**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_



February 25, 2023

Ms. Nicole Perino  
Parks & Recreation Director  
City of Bonita Springs  
26740 Pine Ave.  
Bonita Springs, Florida 34135

**RE: City of Bonita Springs – Community Park LED Baseball Complex Field lighting**

Dear Nicole:

We are pleased to present you with this estimate for the City of Bonita Springs Community Park – LED Baseball Complex field lighting. The total cost for the project \$1,420,409.78

Attached is a detailed breakdown of the project and our clarification summary sheet.

Please let me know if you have any questions. Talk to you soon.

Sincerely,

Jacob Huntoon  
Estimator  
EnviroStruct, LLC  
239-494-5700 Office  
239-405-5282 Cell  
[Jacob@Envirostruct.net](mailto:Jacob@Envirostruct.net)  
[www.EnviroStruct.net](http://www.EnviroStruct.net)

Bonita Springs Community Park - LED Lighting  
 Bonita Springs Community Park  
 Estimate  
 January 24, 2023



### General Conditions (3 Months)

|              |                     |
|--------------|---------------------|
| <b>Total</b> | <b>\$ 61,530.00</b> |
|--------------|---------------------|

### Sub Contractor & Supplier Cost

| Cost Code    | Description                                               | Qty. | U/M | Total                  |
|--------------|-----------------------------------------------------------|------|-----|------------------------|
| 01-702 1     | Surveying                                                 | 1    | LS  | \$ 8,000.00            |
| 02-025 2     | Demolition of Sidewalk & Sawcutting                       | 1    | LS  | \$ 6,321.00            |
| 02-117 3     | Sitework                                                  | 1    | LS  | \$ 15,659.00           |
| 02-001 4     | Landscaping - Irrigation                                  | 1    | LS  | \$ 4,500.00            |
| 03-001 5     | Concrete Sidewalk - Foundation Work                       | 1    | LS  | \$ 32,513.00           |
| 16-001 6     | Electrical Poles & LED Fixtures                           | 1    | LS  | \$ 967,413.96          |
|              | Electrical - Removable and Setting Poles & Installing New |      |     |                        |
| 16-001 7     | Electrical                                                | 1    | LS  | \$ 210,400.00          |
| <b>Total</b> |                                                           |      |     | <b>\$ 1,244,806.96</b> |

### Estimate Summary

|                                          |                 |
|------------------------------------------|-----------------|
| Total General Conditions w/ Labor Burden | \$ 61,530.00    |
| Total Subcontractor Costs                | \$ 1,244,806.96 |
| Contingency                              | \$ -            |
| Permit & Impact Fees                     | By Owner        |
| Builders Risk                            | \$ 5,601.63     |
| Liability Insurance                      | \$ 10,495.51    |
| Performance & Payment Bond               | \$ 11,284.00    |
| Total Fee                                | \$ 86,691.68    |

|                       |                        |
|-----------------------|------------------------|
| <b>Total Base Bid</b> | <b>\$ 1,420,409.78</b> |
|-----------------------|------------------------|

Qualifications & Assumptions:



**Bonita Springs Community Park – Phase 3**  
**Scope of Work**  
**1/25/2023**

**Schedule** – Is based on 13 weeks of construction once we receive Notice to Proceed. One fulltime superintendent will be onsite daily to manage the project and weekly visits from our General Superintendent and Project Manager to monitor the progress of the job.

**Pricing** – Is based off a guaranteed maximum price.

**Survey:**

- Stake location for the silt fence
- Stake and grade each pole location
- Provide As-Built survey

**Demolition:**

- Saw cut and remove 800 sf of the existing 6" concrete slab
- Saw cut and remove existing concrete sidewalk adjacent to the drain

**Sitework:**

- Includes soil removal and re-grading from the light pole excavation
- Includes fixing and repairing all roots left from offloading the light poles and the 80-ton crane sod damage.

**Landscape & Irrigation:**

- Includes the bahia sod repairs
- Includes making any irrigation repairs if needed

**Concrete:**

- Prep foundations for the qty. 16 light poles
- Includes pouring 3,000 psi concrete at qty. 16 light poles
- Includes backfilling the soil per the design documents
- Includes prepping and pouring all new concrete walks at the light pole location and at the concession stand.

**Electrical:**

- Includes demolition of (16) existing baseball & softball existing lights and fixtures
- Includes utilizing the existing circuitry, run new conduits and wiring to the new pole
- Includes installing (12) single-arm and (4) double-arm poles and fixtures wired complete with a poly 15 tier box at each pole location
- Includes (2) 3-pole, 480-volt, 60-amp new breakers and reconfigure the existing MDP breakers to accommodate the new LED lighting system
- Includes (16) pre-cast concrete bases with integrated lightning system
- Includes (14) 70' galvanized steel poles
- Includes (2) 60' galvanized steel poles
- Includes all luminaries and mounting brackets per the plans
- Includes control-link monitoring system to provide remote on/off and dimming control & performance monitoring with customer support.
- All structural design was based off FBC 2020 with 160 mph, exposure C
- Includes installing the new lighting controls & monitoring cabinets
- Includes removing the old Square D contactors and boxes
- Includes electrical engineering

**Clarifications:**

- Excludes permit and impact fees
- Excludes utility connection and electrical connection fee
- Includes performance and payment bond
- Includes builders risk insurance

**CITY OF BONITA SPRINGS  
AGENDA ITEM SUMMARY**

Green Sheet No. 23-02-020  
February 1, 2023

**REQUESTED MOTION:** Consider two applications for appointment to the City of Bonita Springs Local Planning Agency

**REQUESTOR:** Mayor Rick Steinmeyer

**AGENDA:** Mayor and Council Member Items

**STRATEGIC PRIORITY:** No

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**BACKGROUND:** The City's Local Planning Agency has two vacancies. Ordinance No. 00-02, Section 2 states "The Board shall be comprised of 7 members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council."

Attached are applications from Daniel Dhooghe and Lane Morlock, both of whom expressed a desire to serve.

**STAFF RECOMMENDATION:** Council's pleasure

**ATTACHMENTS:**

1. Resolution appointing two members to the City of Bonita Springs Local Planning Agency
2. Applications from Daniel Dhooghe and Lane Morlock

---

**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 TWO MEMBERS TO THE CITY OF BONITA SPRINGS LOCAL PLANNING AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Land Development Code Section 4.85 states that the Planning Commission (LPA) shall be comprised of seven members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council. Each Council Member is entitled to make a recommendation to the Council of at least one planning commissioner; and

WHEREAS, there are two vacancies on the LPA; and

WHEREAS, Daniel Dhooghe and Lane Morlock have expressed their desire to be appointed to the Board.

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

1. The following persons are hereby appointed to the City of Bonita Springs Local Planning Agency, with terms to expire on December 31, 2025:
2. This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 1<sup>st</sup> day of February, 2023.

AUTHENTICATION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

Vote:

Bogacz  
Purdon  
Carr  
Steinmeyer

Corrie  
Fullick  
Forbes

Date filed with City Clerk: \_\_\_\_\_

**APPLICATION TO  
SERVE ON  
ADVISORY COMMITTEE**  
(PLEASE TYPE OR PRINT)

JAN 9 2023 PM 3:30

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO  
CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 6

DATE: 01/08/2023

| PLEASE COMPLETE ALL SECTIONS                  |                                  |                         |
|-----------------------------------------------|----------------------------------|-------------------------|
| <b>NAME:</b>                                  |                                  |                         |
| <b>Last</b> Dhooghe                           | <b>First</b> Daniel              | <b>Middle Initial</b> J |
| <b>RESIDENCE ADDRESS:</b>                     |                                  |                         |
|                                               |                                  |                         |
| <b>Street</b> 17390 Cherrywood Ct Unit 7003   | <b>City</b> Bonita Springs       | <b>Zip Code</b> 34135   |
|                                               |                                  |                         |
| <b>BUSINESS ADDRESS:</b> N/A                  |                                  |                         |
|                                               |                                  |                         |
| <b>Street</b>                                 | <b>City</b>                      | <b>Zip Code</b>         |
|                                               |                                  |                         |
| <b>MAILING ADDRESS:</b>                       |                                  |                         |
|                                               |                                  |                         |
| <b>Street</b> 17390 Cherrywood Ct Unit 7003   | <b>City</b> Bonita Springs       | <b>Zip Code</b> 34135   |
|                                               |                                  |                         |
| <b>PHONE NO.</b> 630-272-9930                 | <b>CELL PHONE #</b> 630-272-9930 |                         |
|                                               | <b>Home</b>                      | <b>Business</b>         |
| <b>E-MAIL ADDRESS:</b> ddactionrealty@aol.com |                                  |                         |
| <b>FAX:</b>                                   |                                  |                         |

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Local Planning Agency

NAME OF ADVISORY COMMITTEES

**OCCUPATION:** Retired

**CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:**

Retired Deputy Chief of Police. Former business owner of a Real Estate company and a Software company. Master's Degree in Public Administration.

**Do you reside in Bonita Springs?**

☒ **Yes**  
☐ **No**

**Address:** 17390 Cherrywood Ct Unit 7003 Bonita Springs FL 34135

**APPLICATION TO SERVE ON A  
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED**

**My qualifications to be eligible are as follows:**

In my role as Deputy Chief of Police I would be involved in economic development in the city. I would attend meetings and give input regarding the impact of new developments submitting application to our village. I have 30 over years experience in Real Estate that has given me a background on the impact of new developments within a city/village. I feel the experience I have from both my prior carrers would be of great benefit to the committee and the City of Bonita Springs.

**If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.**

N/A

**If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:**

N/A

**If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.**

**I understand that:**

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

  
Signature

1-8-2023  
Date

**PLEASE SUBMIT THIS FORM VIA EMAIL TO:  
OR  
RETURN THIS COMPLETED FORM TO:**

**[CLERK@CITYOFBONITASPRINGS.ORG](mailto:CLERK@CITYOFBONITASPRINGS.ORG)**

**CITY OF BONITA SPRINGS  
ADVISORY COMMITTEES  
9101 BONITA BEACH ROAD  
BONITA SPRINGS, FL 34135**

**APPLICATION TO  
SERVE ON  
ADVISORY COMMITTEE**

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO  
CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 6

DATE: November 17, 2021

| PLEASE COMPLETE ALL SECTIONS                      |                                         |                          |
|---------------------------------------------------|-----------------------------------------|--------------------------|
| <b>NAME:</b>                                      |                                         |                          |
| Last <u>Morlock</u>                               | First <u>Lane</u>                       | Middle Initial <u>M.</u> |
| <b>RESIDENCE ADDRESS:</b>                         |                                         |                          |
|                                                   |                                         |                          |
| Street <u>28317 Altessa Way</u>                   | City <u>Bonita Springs</u>              | Zip Code <u>34135</u>    |
| <b>BUSINESS ADDRESS:</b>                          |                                         |                          |
|                                                   |                                         |                          |
| Street                                            | City                                    | Zip Code                 |
|                                                   |                                         |                          |
| <b>MAILING ADDRESS:</b> <u>Same as above</u>      |                                         |                          |
|                                                   |                                         |                          |
| Street                                            | City                                    | Zip Code                 |
|                                                   |                                         |                          |
| <b>PHONE NO.</b>                                  | <b>CELL PHONE #</b> <u>239-398-9079</u> |                          |
|                                                   | Home                                    | Business                 |
| <b>E-MAIL ADDRESS:</b> <u>Lanemo-ab@Yahoo.com</u> |                                         |                          |
| <b>FAX:</b>                                       |                                         |                          |

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Local Planning Agency, May consider other  
NAME OF ADVISORY COMMITTEES committees.

OCCUPATION: CEO & COO, Executive, Engineering Background

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Do you reside in Bonita Springs?

☒ Yes  
☐ No

Address: Same as above

**APPLICATION TO SERVE ON A  
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED**

My qualifications to be eligible are as follows:

Prior CEO of Shaw Development/Shaw Family Holdings  
in Bonita Springs. Also see attached resume & bio.

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

N/A

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

N/A

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.

  
Signature

November 17, 2021  
Date

PLEASE RETURN THIS COMPLETED FORM TO: CITY OF BONITA SPRINGS  
ADVISORY COMMITTEES  
9101 BONITA BEACH ROAD  
BONITA SPRINGS, FL 34135

28317 Altessa Way  
Bonita Springs, FL 34135

LANE MORLOCK

Cell: (239)398-9079  
Lanemo\_ab@yahoo.com

## SUMMARY

---

### GENERAL MANAGEMENT EXECUTIVE

Seasoned CEO dedicated to bringing organizations to the next phase of growth and development. Energetic results-focused management professional offering 35+ years of progressive leadership experience. Successful at defining compelling operational strategies, gaining organizational commitment, and developing the capabilities to achieve the vision. Effective analyst, problem solver and communicator. Visionary and creative problem-solver with "big picture" mentality who effectively adapts to new challenges.

#### Expertise/Skills:

|                                           |                                     |                       |
|-------------------------------------------|-------------------------------------|-----------------------|
| Results-oriented                          | Cost reduction strategies           | Team Building         |
| Private Equity/Sale & Acquisition Process | Organization Restructuring          | Risk Management       |
| Lean & Process Improvement Strategies     | Change Management                   | Financial Management  |
| Strong Leadership Qualities               | Strategy Development/Implementation | Regulatory Compliance |
| Complex Negotiations                      | Personnel Development               | Relationship Building |

## EXPERIENCE

---

#### Qorval - business consulting firm

Senior Managing Director – executive coach, consulting, and private equity acquisition deals  
2021 – present

#### Shaw Family Holdings (Shaw Development, Aerox & Dixon) ♦ Bonita Springs, FL

Chief Executive Officer & Board Director 2017 - 2020  
Chief Operations Officer 2013 – 2017

Shaw Development, LLC – Tier 1 supplier of fluid management products to major OEMs in the On/Off-Road Heavy-Duty Vehicle Industry.

- P&L responsibility for ~ \$110M in revenue; Grew revenue 300%; on an annualized basis 37.5%
- Negotiated numerous long-term customer agreements with major OEMs
- Net Income growth of +500% over 7-year period; Achieved 25% EBITDA in 2019
- Reduced warranty returns +45%, and improved Quality PPM more than 85%
- Improved On-Time Delivery to +98% from mid-80%
- Implemented annual strategic and business planning processes
- Launched product development gate process to manage the successful launch of new programs
- Led major organization restructuring to drive efficiencies & fully utilize talents; including the formation of a Product Line Management team to develop strategies & ensure success of 4 major product lines
- Drove major lean transformation initiatives across all organizations; launched CRM system
- Expanded global footprint & capability including the launch of 3 major international contract manufacturers and executed major building expansion projects to support aggressive growth
- Led company through Covid-19 impact in 2020, and achieved +18% EBITDA after more than 30% decline in revenue
- Positioned company for sale and transacted deal with Private Equity company in 2020

Aerox (aviation oxygen systems) – Acquired in 2014 to diversify into the aerospace/aviation business segment.

- P&L responsibility for ~\$4M in revenue
- Developed distribution & manufacturer representative network in US & Europe; Launched ERP system
- Launched 4 major new programs/products; Improved On-Time Deliver from 73% to 94%
- Positioned company for sale and transacted a deal with private investors in 2020

**Dixon Pumps (industrial pumps & cleaning systems)** – Acquired in September 2016 to diversify into industrial.

- P&L responsibility for ~\$2M in revenue; revamped entire supply chain to reduce costs, improve lead times and quality; significantly expanded the product line beyond one industrial pump
- Launched ERP and CRM systems
- Implemented processes/controls across all functional areas; achieved ISO certification in 6 months
- Positioned company for sale and transacted a deal with private investors in 2020

**Raytheon (Space and Airborne Systems)** ♦ Forest, MS

**Operations Leader** 7/2011 – 1/2013

Operations oversight of 700 employees with annual revenue of \$500M. Managed a \$50+ million operating budget, and 20+ programs related to air, ground and sea-based radar systems.

- Led the creation and implementation of a continuous improvement culture and developed a lean implementation strategy to transform a traditional manufacturing site into a lean model.
- Achieved a 22% reduction in controllable expenses at the same time site revenue increased by \$110 million.
- Improved DPMO (Defects/Million Operations) metric across the site by 18% while launching 3 new programs.
- Reduced HPUs (hours per unit) across the site by an average of 21% across all programs.
- On time delivery was improved from 94% to 100% driven by a 16% reduction in cycle time.
- Hired and trained 95 new employees in first year to support organic growth and new business.

**General Motors Corporation**

**Global Manager Lean Continuous Improvement** ♦ Warren, MI

11/02–07/11

Key leader in the development of General Motors' Global Lean Manufacturing System. Responsible for driving a lean cultural transformation through successful implementation of lean strategies & initiatives.

**Plant Advisor & Engineering Manager (Toyota/GM Joint Venture)** ♦ Fremont, CA

10/00– 11/02

**Lead Project Manager (GM China)** ♦ Shanghai, China

11/97– 10/00

**Ford Motor Company** ♦ St. Paul, MN

5/94 – 11/97

**Operations Manager/Superintendent**

**Maintenance Manager**

**Process Engineering Manager**

**Manufacturing Supervisor**

**Abbey Medical**

8/92 – 12/93

**Northwest Network Manager** ♦ Seattle, WA

**Assistant Branch Manager** ♦ Portland, OR

**The Boeing Company** ♦ Kent, WA

7/87 – 8/92

**Senior Test Engineer**

Advanced Projects/Experimental and Developmental Group

**Avionics Design Engineer**

Inertial Upper Stage Program (Space Shuttle Program)

## **EDUCATION/DEVELOPMENT**

---

**Executive Leadership & Strategy** ♦ University of Chicago Booth School of Business

**Lean Master & 6 Sigma Specialist** ♦ General Motors & Raytheon Program

**Graduate Curriculum – Business Administration** ♦ Seattle University

**Graduate Curriculum – Engineering Management** ♦ National Technological University

**Bachelor of Science – Electrical Engineering (Minor: Physics & Mathematics)** ♦ South Dakota State University

## Lane Morlock *Board Member, CEO/COO, P&L Executive, Consultant*

Lane is a seasoned executive with 30+ years' experience across all aspects of business, with considerable strength in strategic planning, financial management, manufacturing operations, supply chain, and performance improvement. Over the course of his career, he has been dedicated to bringing organizations to the next phase of growth and development, and he is an energetic results-focused management professional with progressive leadership experience, while being successful at defining compelling operational strategies, gaining organizational commitment, and developing the capabilities to achieve the vision. He is an effective analyst, communicator, visionary, and creative problem-solver with "big picture" mentality who effectively adapts to new challenges.



### Specializations

|                          |                          |
|--------------------------|--------------------------|
| Operations Management    | Strategic Planning       |
| Supply Chain & Logistics | Mergers & Acquisitions   |
| Lean/Process Improvement | Organizational Structure |
| Financial Management     | Leadership Development   |

### Industries Served

|                     |               |
|---------------------|---------------|
| Automotive          | Manufacturing |
| Heavy Duty Vehicle  | Engineering   |
| Industrial Products | Biotech       |
| Space               | Aerospace     |
| Defense             |               |

### Business Experience

2021 – Present: Senior Managing Director - Qorval Consulting;  
Board Member - Medicabis

2017 – 2020: Board Member & CEO – Shaw Development Holdings  
(3 companies – Heavy Duty Vehicles, Industrial, Aerospace)

2013 – 2017: COO & Board Participant/Advisor – Shaw Development Holdings

2011 – 2013: Operation Site Leader - Raytheon

2002 - 2011: Global Manager Lean – General Motors

2000 – 2002: Plant Advisor & Engineering Manager – NUMMI Plant  
(General Motors & Toyota Joint Venture)

1997 – 2000: Lead Project Manager – General Motors (Shanghai,  
China – Assembly Plant construction and Start-up)

1994 – 1997: Operations Manager, Maintenance Manager,  
Process Engineering Manager, Production Supervisor – Ford Motor

1992 – 1994: Northwest Network and Assistant Branch Manager –  
Abbey Medical

1987 - 1992: Senior Engineer – Boeing (Space and Defense –  
Advanced Projects/Experimental and Developmental Programs)

1980 – 1987: Farmhand/Laborer – Merle Morlock Farms

### Education

Executive Development (Leadership & Strategy) – Chicago  
University Booth School of Business  
Business Administration – Seattle University  
Engineering Management – National Technological University  
BS – Electrical Engineering – South Dakota State University (Minors:  
Mathematics & Physics)  
Lean/TPS/Six Sigma – General Motors & Raytheon

### Business Accomplishments & Strategic Thought Leadership

Shaw Development Board Member/CEO/COO – revenue growth of +300% and net income +500% over 7 years while achieving 25% EBITDA in 2019; presented plan and received approval to negotiate a joint venture in India to grow our footprint while reducing material and labor costs; negotiated and signed dozens of new customer contracts while developing 10-15 new custom engineered products annually; reduced warranty 45%; improved quality PPM 85%; on-time delivery improvement from 84% to 98%; led the acquisition and integration of two companies; implemented a strategic planning process; set-up international supply chain to support growth and new products; implemented program management & product line management processes; implemented a talent development process; installed a CRM system; oversight on new building construction projects to support growth; implemented lean/process improvement system/program; presented a divestiture/exit proposal to the board & owners which was approved, and led a successful sale process for all 3 companies

Raytheon Operations Leader – led the creation and implementation of a continuous improvement culture; achieved 22% reduction in controllable expenses at the same time site revenue increased by \$110 million; improved DPMO (Defects/Million Operations) metric across the site by 18% while launching 3 new programs; reduced HPUs (hours per unit) across the site by an average of 21% across all programs; On-time delivery improved from 94% to 100% driven by a 16% reduction in cycle time

General Motors – project leader for the construction and start-up of their first assembly plant in China which included project coordination with suppliers throughout Europe and Asia; 2-year assignment at joint venture with Toyota to deep dive into the Toyota production system; developed Global Lean Production System for General Motors

### Past & Present Board of Directors Involvement

Medicabis (1 year) – start up Biotech company with proprietary formulas looking to enter the healthcare and consumer markets in 2022

Shaw Development Holdings (8 years) – 3 holdings including Shaw Development (Heavy Duty Vehicle/Industrial Supplier), Aerox (Aviation/Aerospace Oxygen products), Dixon Pumps (Industrial Pumps)

### Executive Coach/Mentor

Coach/mentor to new CEO & Private Equity firm after the sale of Shaw Development to PE. Remained on for 8 months during the Covid outbreak in 2020 to ensure a successful transition

Mentored 2 high potential candidates on an annual basis

### Contact Information

Lane Morlock  
28317 Altessa Way  
Bonita Springs, Florida 34135

Mobile: (239) 398 - 9079  
Lanemo\_ab@yahoo.com

**REQUESTED MOTION:** Consider one application for appointment to the Outreach Advisory Committee

**REQUESTOR:** Mayor Rick Steinmeyer

**AGENDA:** Mayor and Council Items

**STRATEGIC PRIORITY:** #7 Government Transparency

---

**BACKGROUND:**

On April 19, 2017, City Council adopted a resolution to establish the Outreach Committee to provide input to the City Council regarding issues affecting participation in the City of Bonita Springs and to recommend programs and special events to achieve community-wide participation.

The committee is approved for nine members. The committee currently has seven appointed members and two vacancies.

Attached is an application from Ms. Malaina Mote who has expressed interest in serving on the committee. This appointment will leave one open position on the Outreach Committee.

**STAFF RECOMMENDATION:** Council's pleasure

**ATTACHMENTS:**

1. Resolution
2. Application

---

**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 ONE MEMBER TO THE OUTREACH ADVISORY COMMITTEE;  
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 19, 2017, the City Council adopted Resolution No. 17-019 creating the Outreach Advisory Committee; and

WHEREAS, the Committee currently has two vacancies.

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

Section 1. Ms. Malaina Mote is hereby appointed to the Outreach Advisory Committee, for an indefinite term.

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 \_\_\_\_ day of February, 2023.

AUTHENTICATION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

Vote:

Steinmeyer  
Forbes  
Bogacz  
Corrie

Fullick  
Purdon  
Carr

Date Filed with City Clerk: \_\_\_\_\_

**APPLICATION TO  
SERVE ON  
ADVISORY COMMITTEE**

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO  
CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 2

DATE: 11/15/2022

**PLEASE COMPLETE ALL SECTIONS**

|                                                           |       |                |
|-----------------------------------------------------------|-------|----------------|
| <b>NAME:</b> <u>Mote</u> <u>Malaina</u> <u>E</u>          |       |                |
| Last                                                      | First | Middle Initial |
| <b>RESIDENCE ADDRESS:</b> <u>11710 Imperial Pines Way</u> |       |                |
| <u>Bonita Springs, FL</u> <u>34135</u>                    |       |                |
| Street                                                    | City  | Zip Code       |
| <b>BUSINESS ADDRESS:</b>                                  |       |                |
|                                                           |       |                |
| Street                                                    | City  | Zip Code       |
| <b>MAILING ADDRESS:</b>                                   |       |                |
|                                                           |       |                |
| Street                                                    | City  | Zip Code       |
| <b>PHONE NO.</b> <b>CELL PHONE #</b> <u>941-587-9188</u>  |       |                |
| Home Business                                             |       |                |
| <b>E-MAIL ADDRESS:</b> <u>MalainaMote@outlook.com</u>     |       |                |
| <b>FAX:</b>                                               |       |                |

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Outreach Committee  
NAME OF ADVISORY COMMITTEES

**OCCUPATION:** Director of Donor Development at Habitat for Humanity

**CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:**

Published Author, GulfShore Business 40 under 40 2021,  
FGCU Soaring Eagle 2021, News Press Board, Alumni Board

Do you reside in Bonita Springs?

☒ Yes  
☐ No

Address: 11710 Imperial Pines Way

**APPLICATION TO SERVE ON A  
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED**

My qualifications to be eligible are as follows:

As a professional working in the nonprofit field, I have had access to the community that has allowed me to know it on a level beyond the public; the lay of the land and the movers and shakers of the community.

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past **12 months**, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

None.

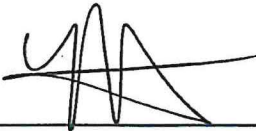
If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

I haven't.

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.



Signature

11/15/22

Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO:  
OR  
RETURN THIS COMPLETED FORM TO:

[CLERK@CITYOFBONITASPRINGS.ORG](mailto:CLERK@CITYOFBONITASPRINGS.ORG)

CITY OF BONITA SPRINGS  
ADVISORY COMMITTEES  
9101 BONITA BEACH ROAD  
BONITA SPRINGS, FL 34135

## DIRECTOR SPECIALIZING IN CREATING IMPACT

---

**Passionate Innovator with Proven Success Creating and Implementing High-Impact, Life-Changing Programs**

---

**Dynamic leader who conquers issues of equity and other social problems with strategy and thoughtful leadership.** Track record of designing, marketing and managing programs and projects with diverse stakeholders, including regional programs aimed at inclusion and fostering success for all.

**Able to promote understanding, engagement, comfort and consensus around complex, controversial issues** in diverse group settings. Known for gaining the trust of community leaders and business partners while bringing humor and levity to matters, as appropriate.

### • STRENGTHS & COMPETENCIES •

Relationship Building | Program & Policy Development | Project Management | Training Development | Strategic Planning | Problem Resolution | Public Speaking | Community Outreach | Partnership Development | Corporate Social Responsibility | Grant Writing | Grant & Scholarship Management | Fundraising | Donor Relations

### • AWARDS & HONORS •

Gulf Shore Business "40 Under 40" Award Winner 2021

Florida Gulf Coast University Soaring Eagle Award Winner 2021, Nominee 2018 & 2019

*A competitive award honoring alumni who are making an exceptional impact in the community*

## EXPERIENCE

### HEAD OF EMPOWERMENT & SOCIAL MOBILITY

Collaboratory, Fort Myers, FL 2017 – Present

*Promoted three times from Scholarship Coordinator to Scholarship Manager to Head of Empowerment and Social Mobility.*

Define equity within the organization and design policies and roadmaps toward goals to serve the community with a special focus on impact. Manage scholarship program while solidifying partnerships with Southwest Florida community leaders, managing program budget, fundraising, and leading the Board of Trustees Scholarship Committee. Leverage public speaking, community engagement and collaboration, data analysis, strategic planning, and social media campaign expertise to meet organizational goals.

- **Created and currently leading an innovative, equitable and inclusive scholarship process** that is positioned as a national exemplar in equity implementation and recognized by the National Scholarship Provider Association.
  - **Streamlined the application process** to create one application for several different scholarships, reducing the burden on applicants. Implemented translation technology for ESL students. Split one long essay into six individual short responses to reduce risk of implicit bias against concise writing.
  - **Increased overall scholarship applications 130% over three years** – from 389 to 894 admissions per year – through promotion, advertising, media relations, publicity and local outreach.
  - **Created a 100% increase in diverse applicants** through grassroots community outreach. Spotted an untapped opportunity in after school programs and teen clubs, launched partnerships and led outreach.
- **Created and led the FutureMakers Coalition DREAM Summit**, an event designed to motivate at-risk youth across five counties to chase their dreams, attain a postsecondary degree and apply for scholarships while also increasing Southwest Florida's workforce development goals.
  - **Received exceptional feedback**, including one local principal reporting a full 180 degree shift in students that attended – they not only raised their grades, but were also more driven to graduate on time.

## *HEAD OF EMPOWERMENT & SOCIAL MOBILITY, Southwest Florida Community Foundation, Continued.*

- **Enabled policy change by co-creating and delivering presentations and facilitating conversations** and delivering them to corporations, city employees and the broader community.
- **Drove workforce development policy changes by leading the FutureMakers Coalition Student Voice Summit** team, a group designed to inform school board administrators about the needs and experiences of local students.

## **PROGRAM SPECIALIST**

Mothers Against Drunk Driving, Fort Myers, FL, 2015 – 2017

*Promoted from intern to Program Specialist.*

Cultivated and sustained Mothers Against Drunk Driving's (MADD) underage drinking prevention programs while supervising program interns. Built relationships with community leaders, community partners, stakeholders, victims and teens. Wrote nationally published blog posts and was sought after to speak at MADD events around Florida.

- **Put a spin on the national, annual Power of Youth campaign – part of which is still being used nationwide –** by creating a live event promoting an alternative to alcohol consumption – “mocktails” instead of cocktails.
- **Diversified the Board of Directors**, which originally hosted members from only one coastal county. Conducted outreach in inland, rural counties and expanded both regional and racial representation on the board.
- **Chosen as the first program specialist to speak at the 2017 Florida State Law Enforcement Recognition Event**, an honor usually reserved for well-known community members. The event hosts 500 officers and their families.
- **Took initiative to connect various nonprofits with community events** as the head of several different coalitions to broaden impact across the community.

## **EDUCATION**

**BACHELOR OF ARTS, COMMUNICATION** | Florida Gulf Coast University, Fort Myers, FL 2015

## **ADDITIONAL ACCOMPLISHMENTS & COMMUNITY INVOLVEMENT**

**MEMBER** | National Scholarship Provider Association Conference Committee, 2020 – Present

**GRADUATE** | Impact Southwest Florida, 2018, FGCU Alumni Leadership, 2020

**BOARD MEMBER** | News-Press, SWFL/Naples Daily News, Our Mother's Home SWFL, FGCU  
Alumni Association

**PUBLISHED AUTHOR**

## **TECHNICAL SKILLS**

Microsoft Office | Microsoft Excel | Microsoft PowerPoint | Microsoft Word | Social Media | Data Analytics

## DIRECTOR SPECIALIZING IN CREATING IMPACT

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### Passionate Innovator with Proven Success Creating and Implementing High-Impact, Life-Changing Programs

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**Dynamic leader who conquers issues of equity and other social problems with strategy and thoughtful leadership.**

Track record of designing, marketing and managing programs and projects with diverse stakeholders, including regional programs aimed at inclusion and fostering success for all.

**Able to promote understanding, engagement, comfort and consensus around complex, controversial issues** in diverse group settings. Known for gaining the trust of community leaders and business partners while bringing humor and levity to matters, as appropriate.

#### • STRENGTHS & COMPETENCIES •

Relationship Building | Program & Policy Development | Project Management | Training Development | Strategic Planning | Problem Resolution | Public Speaking | Community Outreach | Partnership Development | Corporate Social Responsibility | Grant Writing | Grant & Scholarship Management | Fundraising | Donor Relations

#### • AWARDS & HONORS •

Gulf Shore Business “40 Under 40” Award Winner 2021

Florida Gulf Coast University Soaring Eagle Award Winner 2021, Nominee 2018 & 2019

*A competitive award honoring alumni who are making an exceptional impact in the community*

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## EXPERIENCE

### HEAD OF EMPOWERMENT & SOCIAL MOBILITY

Collaboratory, Fort Myers, FL 2017 – Present

*Promoted three times from Scholarship Coordinator to Scholarship Manager to Head of Empowerment and Social Mobility.*

Define equity within the organization and design policies and roadmaps toward goals to serve the community with a special focus on impact. Manage scholarship program while solidifying partnerships with Southwest Florida community leaders, managing program budget, fundraising, and leading the Board of Trustees Scholarship Committee. Leverage public speaking, community engagement and collaboration, data analysis, strategic planning, and social media campaign expertise to meet organizational goals.

- **Created and currently leading an innovative, equitable and inclusive scholarship process** that is positioned as a national exemplar in equity implementation and recognized by the National Scholarship Provider Association.
  - **Streamlined the application process** to create one application for several different scholarships, reducing the burden on applicants. Implemented translation technology for ESL students. Split one long essay into six individual short responses to reduce risk of implicit bias against concise writing.
  - **Increased overall scholarship applications 130% over three years** – from 389 to 894 admissions per year – through promotion, advertising, media relations, publicity and local outreach.
  - **Created a 100% increase in diverse applicants** through grassroots community outreach. Spotted an untapped opportunity in after school programs and teen clubs, launched partnerships and led outreach.
- **Created and led the FutureMakers Coalition DREAM Summit**, an event designed to motivate at-risk youth across five counties to chase their dreams, attain a postsecondary degree and apply for scholarships while also increasing Southwest Florida’s workforce development goals.
  - **Received exceptional feedback**, including one local principal reporting a full 180 degree shift in students that attended – they not only raised their grades, but were also more driven to graduate on time.

## *HEAD OF EMPOWERMENT & SOCIAL MOBILITY, Southwest Florida Community Foundation, Continued.*

- **Enabled policy change by co-creating and delivering presentations and facilitating conversations** and delivering them to corporations, city employees and the broader community.
- **Drove workforce development policy changes by leading the FutureMakers Coalition Student Voice Summit** team, a group designed to inform school board administrators about the needs and experiences of local students.

## **PROGRAM SPECIALIST**

Mothers Against Drunk Driving, Fort Myers, FL, 2015 – 2017

*Promoted from intern to Program Specialist.*

Cultivated and sustained Mothers Against Drunk Driving's (MADD) underage drinking prevention programs while supervising program interns. Built relationships with community leaders, community partners, stakeholders, victims and teens. Wrote nationally published blog posts and was sought after to speak at MADD events around Florida.

- **Put a spin on the national, annual Power of Youth campaign – part of which is still being used nationwide** – by creating a live event promoting an alternative to alcohol consumption – “mocktails” instead of cocktails.
- **Diversified the Board of Directors**, which originally hosted members from only one coastal county. Conducted outreach in inland, rural counties and expanded both regional and racial representation on the board.
- **Chosen as the first program specialist to speak at the 2017 Florida State Law Enforcement Recognition Event**, an honor usually reserved for well-known community members. The event hosts 500 officers and their families.
- **Took initiative to connect various nonprofits with community events** as the head of several different coalitions to broaden impact across the community.

## **EDUCATION**

**BACHELOR OF ARTS, COMMUNICATION** | Florida Gulf Coast University, Fort Myers, FL 2015

## **ADDITIONAL ACCOMPLISHMENTS & COMMUNITY INVOLVEMENT**

**MEMBER** | National Scholarship Provider Association Conference Committee, 2020 – Present

**GRADUATE** | Impact Southwest Florida, 2018, FGCU Alumni Leadership, 2020

**BOARD MEMBER** | News-Press, SWFL/Naples Daily News, Our Mother's Home SWFL, FGCU Alumni Association

**PUBLISHED AUTHOR**

## **TECHNICAL SKILLS**

Microsoft Office | Microsoft Excel | Microsoft PowerPoint | Microsoft Word | Social Media | Data Analytics

**REQUESTED MOTION:** Discussion regarding a purchase agreement with BS Parcel Holdings LLC to acquire land for stormwater purposes and an Infrastructure Oversizing Agreement for related offsite work.

**REQUESTOR:** Derek Rooney, City Attorney

**AGENDA:** City Attorney's Items

**STRATEGIC PRIORITY:** #1 Improve Stormwater Management

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**BACKGROUND:**

Pursuant to Council's direction, staff has been working with property owner, BS Parcel Holdings LLC (a subsidiary of Barron Collier Companies), to negotiate with the developer to provide an encompassing drainage solution parallel to the construction of single-family homes on the former golf course of Bonita Springs Golf & Country Club.

As a result of the infrastructure study conducted by the City's consultant, Singhofen & Associates, certain improvements were identified that would mitigate localized flooding in the area. The property owner agreed to modify their development plans to incorporate the City's drainage design into their planned development master concept plan ("MCP").

After revising the MCP, the City and the Developer have jointly received from the South Florida Water Management District an environmental resource permit ("ERP") for construction.

The attached draft agreements would allow the Developer to construct the identified stormwater improvements and allows for the City to purchase the improvements in their constructed state.

**STAFF RECOMMENDATION:** Council's pleasure.

**ATTACHMENTS:**

1. Draft Agreement of Sale
2. Draft Infrastructure Oversizing Agreement

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**REVIEWERS:**

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

Council Action: Approved \_\_ Denied \_\_ Deferred \_\_ Other \_\_\_\_\_

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is dated this February \_\_, 2023 by and between the City of Bonita Springs, Florida whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 ("Buyer") and BS Parcel Holdings, LLC, a Florida limited liability company and BSGC Land Holdings, LLC a Florida limited liability company, whose mailing address is 2600 Golden Gate Parkway (collectively "Seller").

WHEREAS, Seller is the owner of parcels of land in Bonita Springs Florida, Florida with a Lee County Folio Numbers 10282733, 10600893, 10600892, 10278511, 10282733 and 10283150 (2023) and more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein. The foregoing property is hereinafter referred to as the "Property".

WHEREAS, Buyer has identified the Property as a location where surface water management improvements can be made that would provide a public benefit to both the surrounding neighborhoods and region; and

WHEREAS, the Buyer hired Singhofen and Associates, Inc. to analyze and design certain surface water management improvements within the Property for stormwater retention and conveyance, improve flood protection and water quality ("Singhofen Design"); and

WHEREAS, Seller intended to develop the Property as a residential planned development but subsequently agreed to limit the footprint of that development in order accommodate Buyer's public drainage improvements; and

WHEREAS, Singhofen and Associates completed the Spring Creek – Bonita Springs Golf Course Flood Reduction Project ("Singhofen Design"), dated August 8, 2022, which includes a substantial portion of the Property; and

WHEREAS, the Seller is a willing seller who has voluntarily agreed to incorporate into its development plans the Singhofen Design and has with Buyer jointly sought to secure permitting through the South Florida Water Management District of said design; and

WHEREAS, Seller is willing to construct the stormwater improvements contained in the Singhofen Design within the Seller's Property prior to and during Seller's construction of its residential planned development and to convey portions of those improvement to the Buyer; and

WHEREAS, the Singhofen Design and Seller's development plan identifies three parcels ("Lake Parcels") depicted in **Exhibit "B"** attached hereto and incorporated here by reference; and

WHEREAS, Seller desires to sell and Buyer desires to buy portions of the Property, specifically the aforementioned Lake Parcels, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY.** If Buyer and Seller performs the mutual covenants mentioned below, Seller hereby agrees to sell to Buyer and Buyer agrees to buy from Seller the Lake Parcels upon the terms set forth herein. The term Lake Parcels shall include without limitation any and all buildings, furniture and fixtures situated on the land described above and on Exhibit B and any and all other rights associated with or appertaining to such land, including without limitation any and all rights to utility any connections including prepaid impact fees.

2. **TERMS OF PURCHASE.**

2.1. Buyer covenants and agrees to pay to Seller the total and collective sum of Fifteen Million Five Hundred Twenty-Three and Six Hundred Sixty-Six Dollars (\$15,523,666.00) (the "Purchase Price") and other good and valuable consideration for the Lake Parcels as specified for each parcel as provided in Section 2.3 (the "Closing Date(s)").

2.2. **Conveyance.** Conveyance ("Closing") will be by a warranty deed or deeds on the Closing Date(s) either electronically or at the offices Gray Robinson, P.A. 1404 Dean Street, Suite 300, Fort Myers, Florida 33901

2.3 **Timing.** Closing for each of the three Lake Parcels identified in Exhibit B shall occur separately and upon the later of the substantial completion of the improvement of and acceptance by the Buyer of each lake in compliance with the Singhofen Design or the corresponding date listed below:

- a. Parcel 4, Lake 10 - Closing no sooner than October 1, 2023 (\$2,018,666).
- b. Parcel 2, Lake 1 - Closing no sooner than October 1, 2024 (\$9,977,000).
- c. Parcel 1, Lake 8 - Closing no sooner than October 2025 (\$.,258,000).

If any of the Lake Parcels are not substantially complete by their respective Closing Date, the Closing will proceed only upon posting of financial surety in the amount of the incomplete work and acceptable to Buyer to assure completion of the improvements for each respective Lake Parcel as detailed in the Singhofen Design. Such dates shall be

extended due to any force majeure events or delays caused by Buyer. The Parties may mutually agree to extend the closing dates without the need to provide a financial surety.

2.4. Taxes. All property taxes including any special assessments, if any, including any pro rata share thereof, for the Property due or attributable to the Seller will be paid by Seller prior to any Closing Date.

2.5. Closing Costs. Buyer shall be responsible for all closing expenses, including recording costs, title services or commitments with the sole exception of any taxes on the deed which shall be Seller's responsibility. Seller shall also pay the cost of procuring any releases or similar instruments necessary to deliver good and marketable title to Buyer, subject only to the Permitted Title Exceptions (defined below).

2.6 Surveys and Title Report. Within One-Hundred and Twenty (120) days of the effective date of this Agreement, Seller will provide Buyer surveys and legal descriptions for each of the Lake Parcels sufficient to prepare deeds and convey title. Sixty (60) days prior to any Closing Date, Buyer shall obtain, at Buyer's expense, a current title report for the Property. Buyer shall give written notice to Seller within five (5) days after receipt of the title report of those title exceptions or title defects which are not acceptable to Buyer provided that any agreements with or for the benefit of Buyer shall be deemed acceptable. Any exceptions, which are acceptable to Buyer, are hereinafter referred to as the "Permitted Title Exceptions". Notwithstanding the foregoing, Buyer hereby approves the title matters listed on Exhibit "C" at Permitted Title Matters. Seller shall have fourteen (14) days from the receipt of Buyer's notice within which to provide Buyer with a letter from Seller's legal counsel setting forth the legal action or other steps which Seller intends to pursue in order to correct such title defects or remove those title exceptions which are not acceptable to Buyer. Within five (5) days from receipt of the letter from Seller's legal counsel, Buyer shall provide written notice to Seller as to whether or not Buyer approves Seller's intended course of action with respect to such title exceptions. If Buyer approves the legal action or other steps which the Seller intends to pursue, Seller shall promptly and diligently pursue such action as set forth in the letter from Seller's legal counsel. If Buyer does not approve Seller's intended course of action, Buyer may (i) elect to terminate this Agreement by delivering written notice to Seller, and upon delivery of such notice, this Agreement shall then be of no further effect, and neither party shall have any further liability to the other, (ii) extend the closing date an additional term not to exceed sixty (60) days or a mutually agreed to extension time to allow Seller to correct the defects, or (iii) fulfill its covenant and obligations under this Agreement and forfeit any claim against Seller for such title defects.

2.7. Buyer's Obligations. Buyer shall obtain any and all necessary easements to construct any of the improvements set forth in the Singhofen Design that are located outside the boundaries of the Seller's Property by a mutually agreed upon date for the Seller to be able to complete the improvements by the dates set forth in Section 2.3 above. Buyer shall obtain from Bonita Springs Utilities the property necessary to construct Lake

10 by July 28, 2023 in order for Seller to be able to timely complete the improvements related to Lake 10. Buyer shall be responsible for causing to be relocated any existing Bonita Springs Utilities facilities that conflict with the construction of any improvement set forth in the Singhofen Design. Any errors or omissions in the Singhofen Design that modifies the improvements contemplated in the approved plans shall be the responsibility of the Buyer. The Buyer shall be responsible to have Singhofen and Associates, Inc. available through construction respond to any Seller questions related to the approved plans. The Buyer will participate in public meetings and work cooperatively with the Seller to address public questions or concerns related to the work contemplated.

### **3. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION.**

Buyer shall have no obligation under this Agreement until the following contingencies have been satisfied:

3.1 Seller's Representations. All of Seller's representations and warranties hereunder shall be accurate in all material respects and there shall not be any material breach of any such warranty.

3.2 Litigation. The Property shall not be in violation of any governmental laws, ordinances, rules, or regulations or the subject of any court action.

### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.**

Seller represents, warrants and covenants to Buyer as follows:

4.1 Good Title. Seller is the owner of the Property. As of the date of this Agreement and the Closing Date, Seller's title to the Lake Parcels will be good and marketable, free and clear of all liens, encumbrances, leases, covenants, conditions, restrictions, rights-of-way, easements, reservations, options, tenancies, encroachments and other matters affecting title, except for (i) the Permitted Title Exceptions.

4.2 Litigation. To the best of Seller's knowledge, there is no pending or threatened litigation or governmental action that would adversely affect the value of the Lake Parcels to the Buyer or the right of the Buyer to utilize the Lake Parcels as contemplated herein. There are no facts material to the use and development of the Property which are known to Seller and which Seller has not disclosed to Buyer. Seller has no knowledge of any pending condemnation proceedings, suits, actions or claims materially affecting the Lake Parcels, or Seller's right to convey the Lake Parcels.

4.3 Other Agreements. Except for the existing contract for sale of all of the Property to Pulte Home Company, LLC, Seller will not during the pendency of this Agreement enter into any other option or contract of sale with any other party and will not

during the pendency of this Agreement voluntarily take any action without Buyer's prior written consent, which would create a lien, encumbrance or easement upon, or otherwise adversely affect Seller's title to, the Lake Parcels.

4.4 FIRPTA. Seller warrants that it is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code and will execute an appropriate affidavit at Closing.

4.7 Other Matters. Seller has full right, power and authority to enter into, execute, acknowledge and deliver this Agreement and to perform Seller's obligations hereunder. Seller has no knowledge of any undisclosed special or unusual environmental condition affecting any portion of the Property (such as landfill, hazardous materials, or flood plain). There is no legal or equitable interest in the Lake Parcels owned or claimed by any person or entity other than Seller, except for interests to be terminated at Closing and interests specifically disclosed or permitted herein. There are no unrecorded agreements with other governmental authorities or private parties that will affect any portion of the Lake Parcels before Closing.

## **5. BUYER'S DEFAULT.**

In the event Buyer defaults in any of the terms, provision, agreements or covenants to be performed by Buyer pursuant to this Agreement, Seller may elect to (i) disregard such default and proceed to Conveyance, or (ii) terminate this Agreement and Buyer shall thereby be released and discharged from all liability and obligation accruing hereunder, or (iii) pursue any and all remedies at law or in equity to which Buyer may be entitled by reason of such default, including without limitation, an action for specific performance. A default by Buyer shall occur only if Buyer breaches any term, provision, agreement or covenant herein set forth to be performed by Buyer and Buyer fails to cure such breach within thirty (30) days following written notice to Buyer from Seller that such breach has occurred and the nature thereof. Notwithstanding the foregoing, Seller hereby waives any and all right to seek or recover consequential, incidental, speculative, special or punitive damages. This provision shall survive termination of this Agreement.

## **6. SELLER'S DEFAULT.**

In the event Seller defaults in any of the obligations, conditions, terms and provisions to be performed by Seller hereunder and fails to cure such default within thirty (30) days following written notice to Seller from Buyer that such breach has occurred and the nature thereof, then and in such event, Buyer may (i) disregard such default and ratify this Agreement with timely and continue performance when due, or (ii) terminate this Agreement, or (iii) pursue any and all remedies at law or in equity to which Buyer may be entitled by reason of such default, including without limitation, an action for specific performance. Notwithstanding the foregoing, Buyer hereby waives any and all right to seek or recover consequential, incidental, speculative, special or punitive damages. This

provision shall survive termination of this Agreement.

## **7. MISCELLANEOUS.**

7.1 Real Estate Conditions. The Parties acknowledge that performance under this Agreement is intended to occur over several years. Seller has accepted the consideration contemplated herein as adequate, accepting all changes in market conditions and risk relating to the construction costs of providing the Lake Parcels in their contemplated improved state. Buyer similarly acknowledges Seller's above-stated risk and upon evidence provided by Seller that the either the parcels appraise or constructions costs, or combination thereof, exceed the consideration originally contemplated under this Agreement, Buyer will, to the extent permitted by law, accept such difference as a donation by Seller to Buyer and execute documents reflecting same.

7.2 Reservation of Easements. Seller shall reserve and the warranty deed shall retain a nonexclusive easement over the Lake Parcels for Seller to use the Lake Parcels for stormwater management for the Seller's Property.

7.3 Real Estate Commission. Seller and Buyer each warrant and represent to the other that it has not used the services of any broker, agent or finder who would be entitled to a commission on account of this Agreement or the consummation of the transactions contemplated hereby. Each party agrees to defend, indemnify and save the other harmless from any commission or fee which may be payable to any other broker, agent or finder with whom the indemnifying party has dealt in connection with this Agreement.

7.4 Complete Understanding. This Agreement, along with the Infrastructure Oversizing Agreement entered into between the parties on February 1, 2023, collectively, represent the complete understanding between the parties hereto and supersedes all prior or contemporaneous written or oral negotiations, representations, guarantees, warranties, promises, statements or agreements between the parties hereto as to the Property. This Agreement may only be amended by a written instrument signed by both Seller and Buyer. No requirement, obligations, remedy or provision of this Agreement shall be deemed to have been waived, unless so waived expressly in writing.

7.5 Applicable Law. This Agreement shall be given effect and construed by application of the law of Florida, without regard to principles of conflicts of law. Exclusive venue for any action related to this Agreement shall be in and for the State courts located in Lee County, Florida.

7.6 Headings. The headings of the Sections hereof are provided only for convenience of reference, and shall not be considered in construing the contents

hereof.

7.7 Time of Essence. Time shall be of the essence of this Agreement.

7.8 Notices. Any notice, approval or consent to be given under the provisions of this Agreement shall be in writing and shall be sent to the parties (postage prepaid, certified or registered mail, return receipt requested), hand delivered against receipted copy, sent by Federal Express or equivalent overnight delivery, or transmitted by electronic mail (email) as follows:

If to Buyer: Derek Rooney, Esq.  
1404 Dean St. Ste. 300,  
Fort Myers, FL 33901  
Email: [derek.rooney@gray-robinson.com](mailto:derek.rooney@gray-robinson.com)

If to Seller: Richard Yovanovich, Esq.  
4001 Tamiami Trail North, Ste. 300  
Naples, FL 34103  
Email: [ryovanovich@cyklawfirm.com](mailto:ryovanovich@cyklawfirm.com)

Each party shall have the right to designate a different address for the receipt of notices other than that set forth above, provided the party's new address is contained in a written notice given to the other party.

7.9 Assignment. Buyer may assign its rights and obligations under this Agreement without the assent of the Seller. Seller may assign this Agreement to any party acquiring the Property from Seller.

7.10 Successors and Assigns. This Agreement, and the rights, obligations and duties of the parties hereto, will be binding upon and inure to the benefit of the personal representatives, heirs, legal guardians, successors and assigns of the parties hereto.

7.11 Attorneys' Fees. In any litigation between the parties to enforce any provision or right under this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses incurred by the prevailing party in connection with the litigation including, but not limited to, reasonable attorneys' fees.

7.12 Waiver of Jury Trial. Each party hereby waives any right it has to trial by jury of any action arising from this Agreement.

7.13 Severability. This Agreement is intended to be performed in

accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law provided the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effected.

7.14 Force Majeure. Notwithstanding anything in this Agreement to the contrary, if either party is delayed in the performance of any act as contemplated herein by reason of any act of god or force majeure event, upon notice provide to the other party within a reasonable time after its occurrence, performance of the act shall be excused for the period of the delay and the period for performance for all acts under this Agreement shall be extended for a reasonable period. The following events shall constitute force majeure events; delays due to strikes, lockouts, civil commotion, warlike conditions, sabotage, acts of utility providers, terrorism, or government regulations (outside of the parties control), and permitting or other governmental delays . Similarly, the following events shall constitute acts of god events; hurricanes, floods, or other declared health or natural disasters.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

BUYER

SELLER

By:\_\_\_\_\_

By:\_\_\_\_\_

Buyer Witness

Seller Witness

By:\_\_\_\_\_

By:\_\_\_\_\_

Buyer Witness

Seller Witness

By:\_\_\_\_\_

By:\_\_\_\_\_



Blue

Parcel 4  
Folio 10278511

Parcel 5  
Folio 10282733

Parcel 1  
Folio 10282733

Yellow

Parcel 3  
Folio 10600892

Pink

Separate Survey  
Folio 10283150

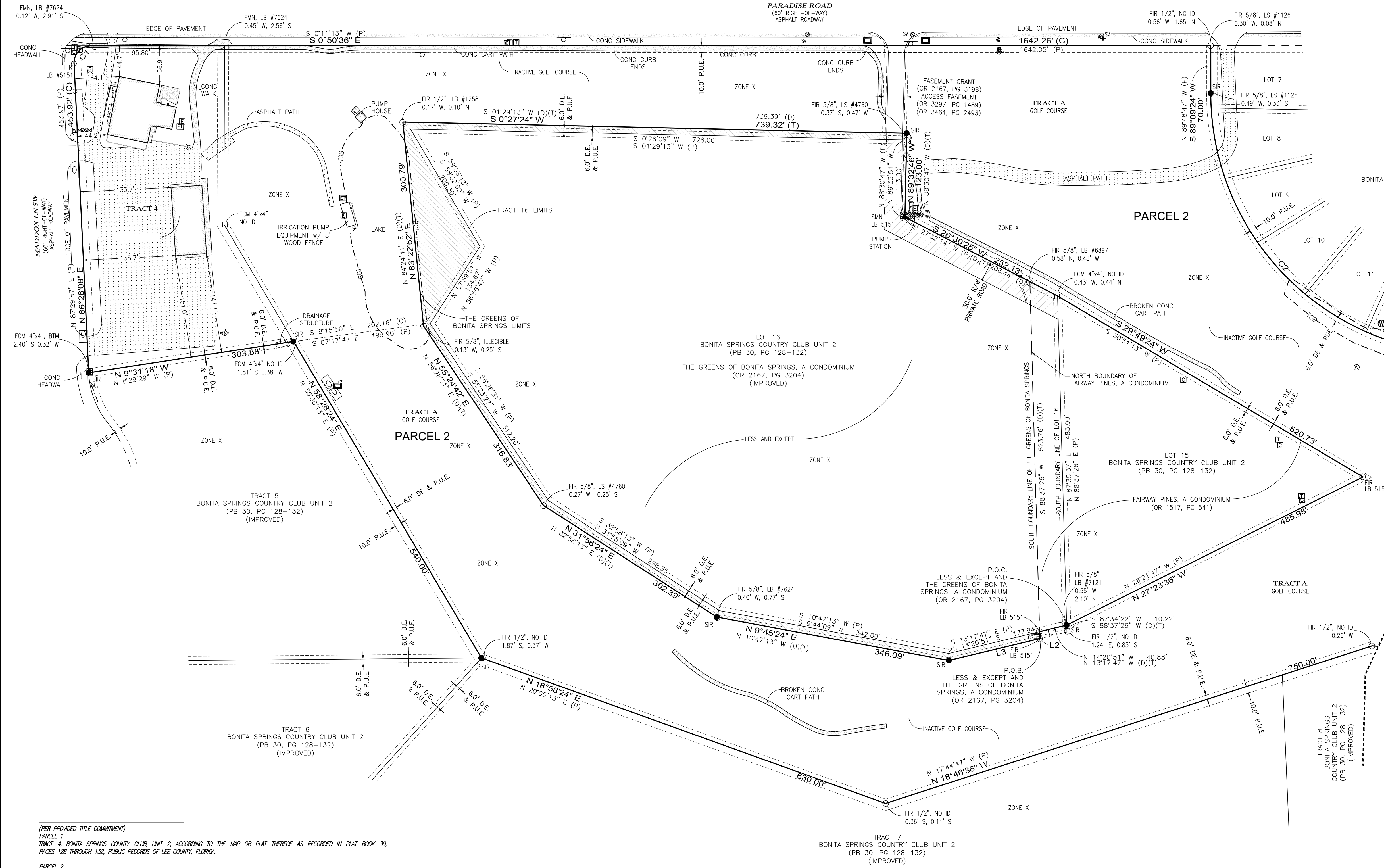
Parcel 7

Parcel 2  
Folio 10600893

Yellow

Parcel 6  
Now Mapped  
as part of Folio  
10600893

Triangle



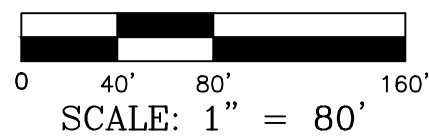
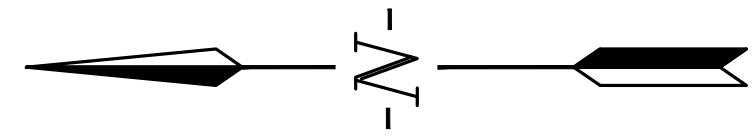
(PER PROVIDED TITLE COMMITMENT)  
PARCEL 1  
TRACT 4, BONITA SPRINGS COUNTRY CLUB, UNIT 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 128 THROUGH 132, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 2  
TRACT 4, BONITA SPRINGS COUNTRY CLUB, UNIT 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 128 THROUGH 132, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS: A LOT OR PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF TRACT 15, BONITA SPRINGS COUNTRY CLUB, UNIT 2, AS RECORDED IN PLAT BOOK 30, PAGE 132, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, RUN SOUTH 88°37'26" WEST FOR 10.22 FEET; THENCE RUN NORTH 13°17'47" WEST FOR 40.88 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED;

THENCE CONTINUE NORTH 13°17'47" WEST FOR 137.08 FEET; THENCE RUN NORTH 10°47'13" EAST FOR 346.09 FEET; THENCE RUN NORTH 32°58'13" EAST FOR 302.39 FEET; THENCE RUN NORTH 56°25'31" EAST FOR 316.83 FEET; THENCE RUN NORTH 86°24'41" EAST FOR 300.79 FEET; THENCE RUN SOUTH 01°29'13" WEST FOR 739.32 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF A 30 FOOT WIDE PRIVATE ROAD EXTENDING SOUTH 88°30'47" EAST; THENCE RUN NORTH 88°30'47" WEST FOR 123.00 FEET; THENCE RUN SOUTH 27°32'14" WEST FOR 206.44 FEET; THENCE RUN SOUTH 88°37'26" WEST FOR 523.76 FEET TO THE POINT OF BEGINNING.

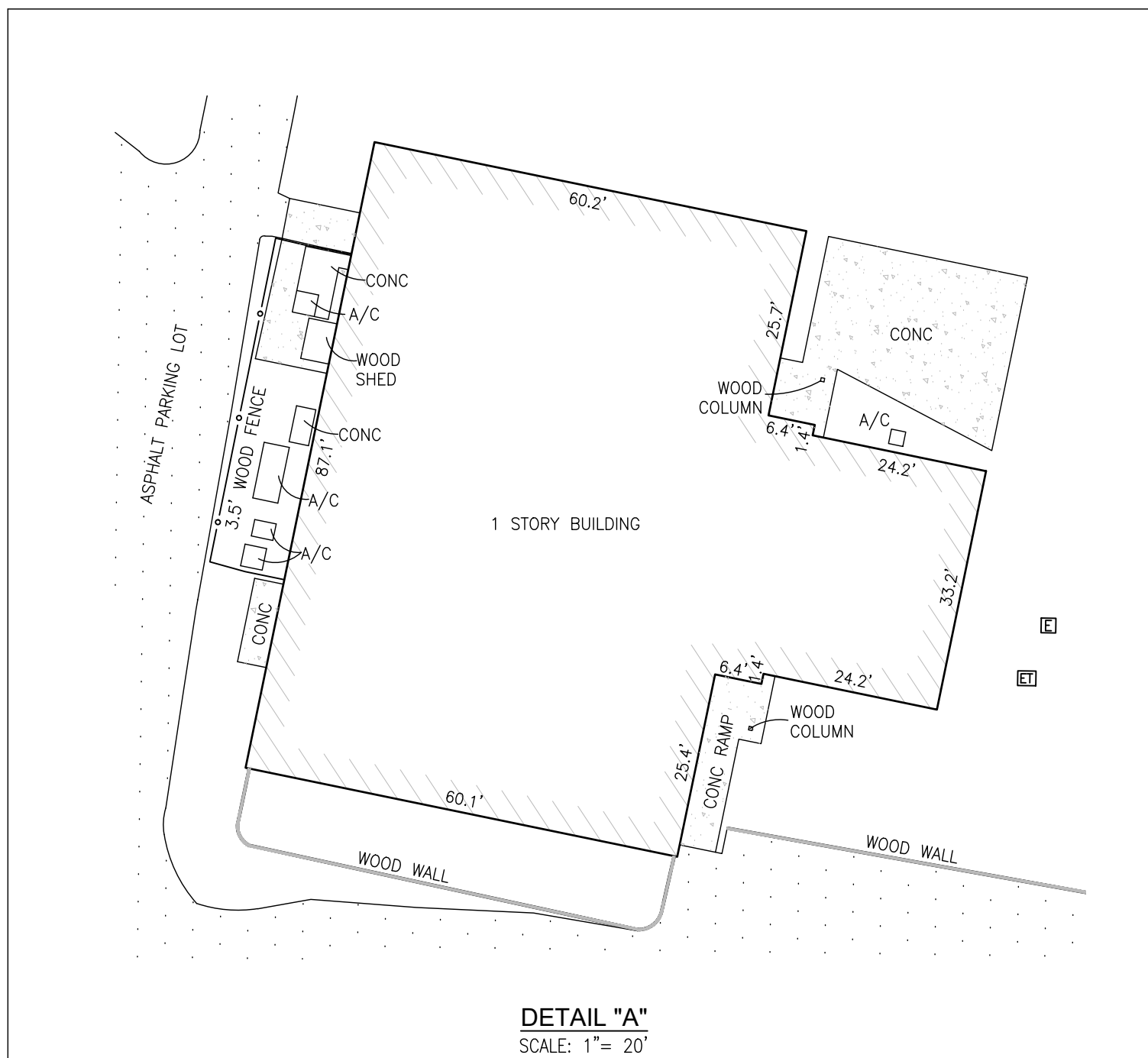
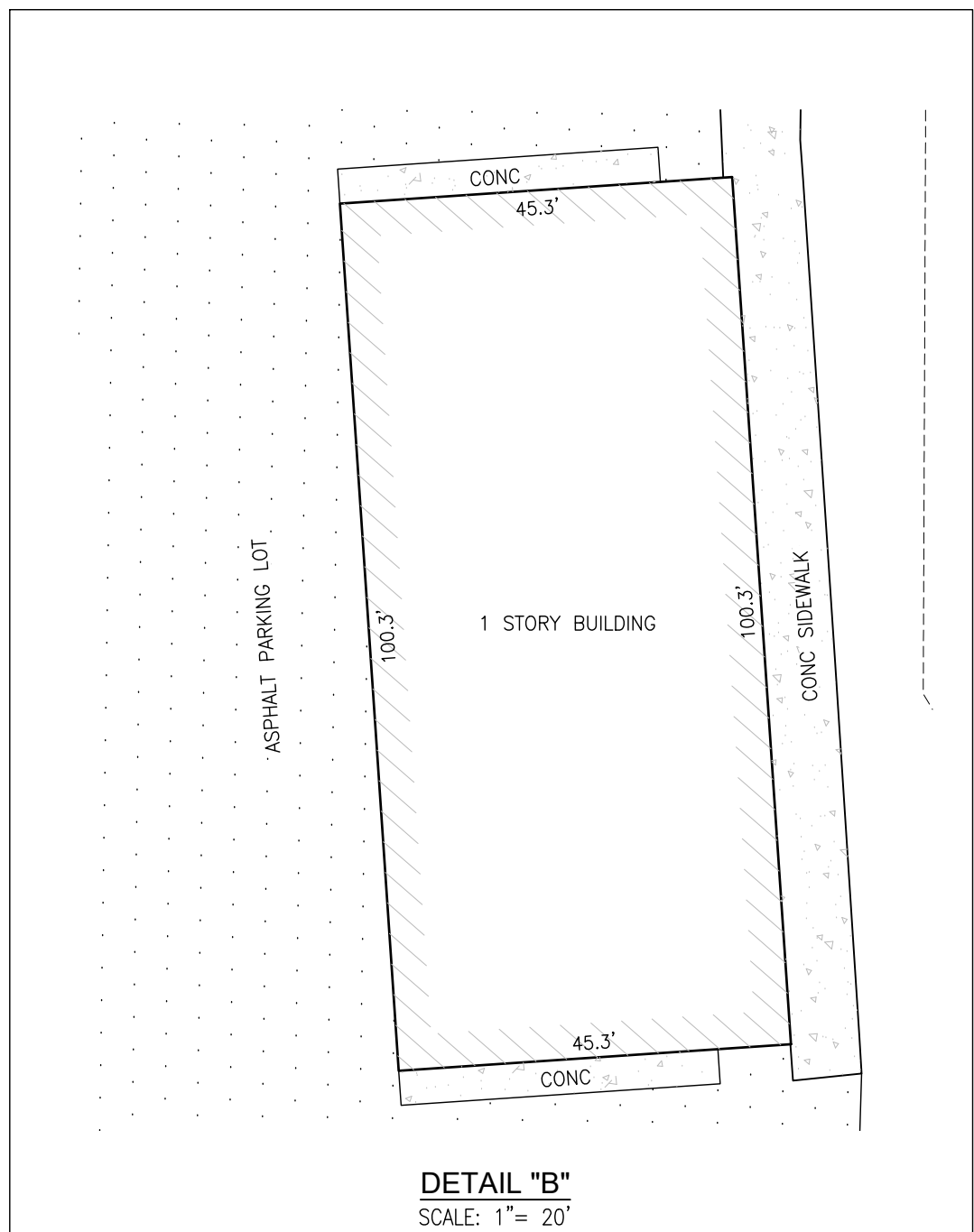
PARCEL 6  
TRACT 10, BONITA SPRINGS COUNTRY CLUB, UNIT 2, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 128 THROUGH 132, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

| CURVE TABLE |         |         |           |               |              |
|-------------|---------|---------|-----------|---------------|--------------|
| CURVE #     | RADIUS  | LENGTH  | DELTA     | CHORD BEARING | CHORD LENGTH |
| C1          | 25.00'  | 40.44'  | 92°41'16" | S 47°11'14" E | 36.17'       |
| C1 (P)      | 25.00'  | 40.44'  | 92°41'16" | S 46°09'25" E | 36.17'       |
| C2          | 383.00' | 653.75' | 97°48'00" | S 40°15'26" W | 577.23'      |
| C2 (P)      | 383.00' | 653.75' | 97°48'00" | S 41°17'13" W | 577.23'      |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE #     | BEARING       | DISTANCE |
| L1         | N 14°19'36" W | 40.88'   |
| L2         | S 87°35'37" W | 10.22'   |
| L3         | N 14°19'36" W | 137.09'  |
| L3 (T)     | N 13°17'47" W | 137.08'  |
| L3 (D)     | N 13°17'47" W | 137.80'  |



CERTIFIED TO:  
BS PROPERTY HOLDINGS, LLC  
BSCG LAND HOLDINGS, LLC  
COLLIER INSURANCE AGENCY, LLC  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

- POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
FIP FOUND IRON PIPE  
FIR FOUND 5/8" IRON ROD  
SIR SET 5/8" IRON ROD W/O.P. L.B. #5151  
FCM FOUND 4"x4" CONCRETE MONUMENT  
SCM SET CONC. MONUMENT W/ALUMINUM DISK, L.B. # 5151

FTK FOUND PARKER KALON NAIL  
SMN SET MAG. NAIL w/BRASS DISK, L.B. # 5151

FDH FOUND DRILL HOLE  
SDH SET DRILL HOLE  
FMN FOUND MAG. NAIL  
FND FOUND  
SMN SET MAG. NAIL w/BRASS DISK, L.B. # 5151

(P) PER PLAT  
(M) MEASURED  
(C) CALCULATED  
(E) ELECTRIC  
(A) AIR  
(B) BACK  
(F) FLOW  
(R) RIVER  
(S) SLOPE  
(T) TOP  
(U) UNDERGROUND  
(V) VALVE  
(W) WATER  
(X) X-TRA  
(Y) YARD  
(Z) ZONE

PER PLAT  
TEMPORARY EASEMENT AGREEMENT  
PER TITLE COMMITMENT  
OFFICIAL RECORDS BOOK  
RIGHT-OF-WAY  
UTILITY EASEMENT  
LICENSED BUSINESS  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE PLANE COORDINATES  
CHAIN LINK FENCE

TO  
RIM  
INVERT  
ELEVATION  
AIR  
CONDITIONING  
UNIT  
CATCH  
BASIN/INLET  
CLEAN  
OUT  
CONCRETE  
CONCRETE  
HEAD  
WALL  
CENTERLINE  
CORRUGATED  
METAL  
PIPE  
FLORIDA  
POWER & LIGHT  
WELL/MONITORING  
WELL

SV  
SEWER  
VALVE  
SIGN  
ON  
POLE  
ELECTRIC  
BOX/RISER/METER  
TELEPHONE  
BOX/RISER  
TRAFFIC  
LIGHT  
UNDERGROUND  
UTILITY  
POLE - WOOD  
UTILITY  
POLE - CONCRETE  
WATER  
METER  
WATER  
VALVE  
YARD  
DRAIN  
AIR  
RELEASE  
VALVE  
EDGE  
OF  
WATER  
TOP  
OF  
BANK  
TOE  
OF  
SLOPE  
CONTROL  
STRUCTURE

TL  
UG  
WV  
YD  
EOW  
TOB  
TOS  
CS

CONCRETE  
ASPHALT  
BRICK  
PAVER  
THE GREENS  
CONDO  
OVERLAPS  
TRACT A

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3800 Via Del Rey  
Bonita Springs, Florida 34134

REVISION: UPDATED BOUNDARY SURVEY 9-15-2020.

|                                                                                                       |                 |                  |                 |                   |                           |               |
|-------------------------------------------------------------------------------------------------------|-----------------|------------------|-----------------|-------------------|---------------------------|---------------|
| DRAWN BY: AH                                                                                          | CHECKED BY: DLS | JOB CODE: BSCCBS | SCALE: 1" = 80' | DATE: 21 MAY 2018 | FILE: 20-144-BS SOUTH.DWG | SHEET: 1 of 2 |
| BOUNDARY SURVEY                                                                                       |                 |                  |                 |                   |                           |               |
| TRACT A AND TRACT 4 AND TRACT 10<br>BONITA SPRINGS COUNTRY CLUB UNIT 2<br>PLAT BOOK 30, PAGES 128-132 |                 |                  |                 |                   |                           |               |
| LYING IN<br>SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST<br>LEE COUNTY, FLORIDA                       |                 |                  |                 |                   |                           |               |
| NOT COMPLETE WITHOUT SHEETS 1-2 OF 2                                                                  |                 |                  |                 |                   |                           |               |
| DATE SIGNED<br>DONALD L. SAINTENY III, P.S.M.<br>FL LICENSE #6761<br>FOR THE FIRM                     |                 |                  |                 |                   |                           |               |

NOTES:

1. BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT OBTAINED USING RTK GPS OBSERVATIONS ON THE FOOT NETWORK AND ARE BASED ON THE EAST LINE OF TRACT A, BONITA SPRINGS COUNTRY CLUB, UNIT 2, AS RECORDED IN PLAT BOOK 30, PAGES 128-132, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING S 0°50'36" E.

2. THIS SURVEY WAS PREPARED WITH THE A TITLE COMMITMENT PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A FILE NUMBER 18012483 KP, HAVING AN EFFECTIVE DATE OF AUGUST 25, 2020 AT 8:00 AM, (REVISED 9-14-20), AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, AND FLOOD ZONE AE HAVING A BASE FLOOD ELEVATION OF 13.0' AND 13.4' (NAVD 88), PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0656 F, DATED 8/28/2008. FLOOD LINES SHOWN HEREON WERE OBTAINED FROM A LEE COUNTY GIS FILE AND ARE ASSUMED TO BE APPROXIMATE.

4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.

5. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.

7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.

8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

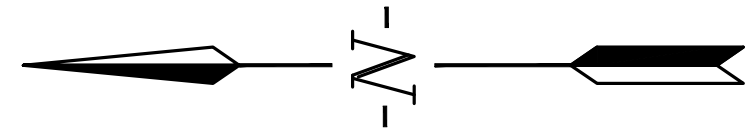
9. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.

10. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

11. DATE OF LAST FIELD WORK: 9/15/2020.

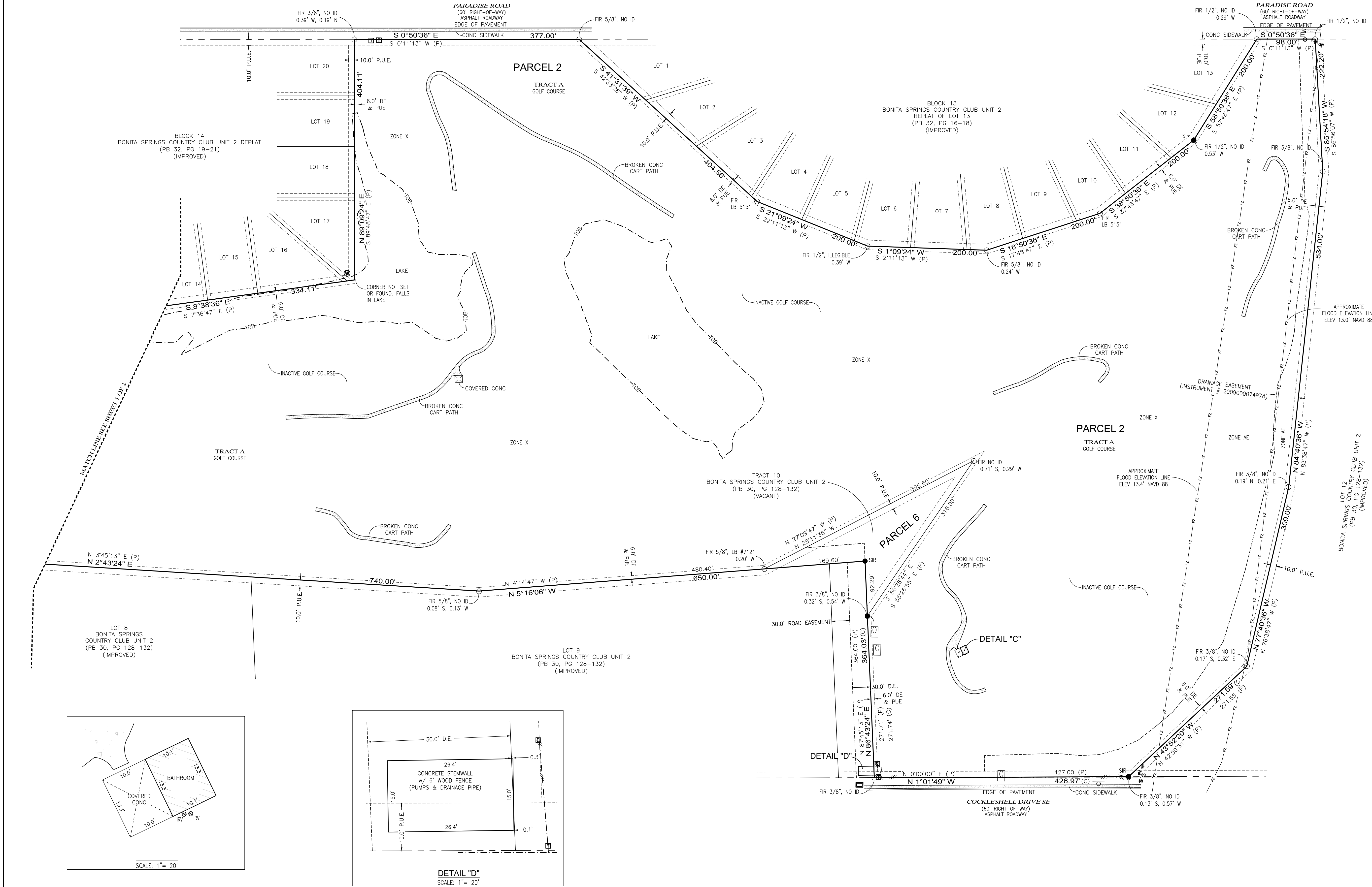
12. THERE APPEARS TO BE AN OVERLAP BETWEEN THE GREENS OF BONITA SPRINGS CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2167, PAGE 3204, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND TRACT A OF BONITA SPRINGS COUNTRY CLUB UNIT 2, AS RECORDED IN PLAT BOOK 30, PAGES 128 THROUGH 132, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. SAID OVERLAP IS SHOWN HEREON.

13. THE 30 FOOT PRIVATE ROAD RIGHT-OF-WAY SHOWN ON THE RECORDED PLAT IS NOT SHOWN HEREON. THAT PORTION WITHIN TRACT "A" WAS VACATED BY RESOLUTION 88-7-21, THAT PORTION WITHIN BLOCK 14 WAS REMOVED AT THE REQUEST OF THE ATTORNEY.



0 40' 80' 160'  
SCALE: 1" = 80'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS



|     |                                                |        |                                  |           |                        |     |                          |     |                         |
|-----|------------------------------------------------|--------|----------------------------------|-----------|------------------------|-----|--------------------------|-----|-------------------------|
| POB | POINT OF COMMENCEMENT                          | (P)    | PER PLAT                         | TO        | TOP OF GRATE ELEVATION | DM  | DRAINAGE MANHOLE         | SV  | SEWER VALVE             |
| FP  | POINT OF BEGINNING                             | (M)    | MEASURED                         | RM        | RIM ELEVATION          | EM  | ELECTRIC MANHOLE         | SP  | SON ON POLE             |
| FIR | FOUND IRON PIPE                                | (C)    | CALCULATED                       | INV       | INVERT ELEVATION       | EB  | ELECTRIC BOX/RISER/METER | TM  | TELEPHONE MANHOLE       |
| SIR | SET 5/8" IRON ROD                              | (D)    | PER DEED                         | ELEV      | ELEVATION              | EH  | FIRE HYDRANT             | TR  | TRAFFIC LIGHT           |
| FCM | FOUND 4" CONCRETE MONUMENT                     | (EA)   | TEMPORARY EASEMENT AGREEMENT     | A/C       | AIR CONDITIONING UNIT  | UG  | GAS SERVICE/METER        | UL  | UTILITY POLE - WOOD     |
| SCM | SET CONG. MONUMENT w/ALUMINUM DISK, L.B.# 5151 | (BOL)  | PER TITLE COMMITMENT             | PLAT BOOK | CABLE TV. BOX/RISER    | IRV | IRRIGATION VALVE         | UP  | UTILITY POLE - CONCRETE |
| PM  | FOUND PARKER KALON NAIL                        | (P)    | OFFICIAL RECORDS BOOK            | PC        | CATCH BASIN/INLET      | ICV | IRRIGATION CONTROL VALVE | WV  | WATER VALVE             |
| SMN | SET MAG NAIL w/BRASS DISK, L.B.# 5151          | (OR)   | RIGHT-OF-WAY                     | R.O.W.    | CONCRETE HEAD WALL     | ICV | IRRIGATION VALVE         | WD  | WATER DRAIN             |
| SDH | FOUND DRILL HOLE                               | (EDP)  | EDGE OF PAVEMENT                 | EDP       | CORRUGATED METAL PIPE  | RCF | REINFORCED CONCRETE PIPE | WSD | WATER SERVICE DRAIN     |
| FND | FOUND                                          | (U.E.) | UTILITY EASEMENT                 | U.E.      | FLUORIDED PLASTIC PIPE | TOS | TOP OF SLOPE             | EW  | EDGE OF WATER           |
| PM  | FOUND                                          | (PSM)  | PROFESSIONAL SURVEYOR AND MAPPER | PSM       | FLUORIDED PLASTIC PIPE | CS  | CONTROL STRUCTURE        | CS  | CONTROL STRUCTURE       |
| SMN | SET MAG NAIL w/BRASS DISK, L.B.# 5151          | (SPC)  | STATE PLANE COORDINATES          | SPC       | FLUORIDED PLASTIC PIPE | W   | WELL                     |     |                         |
|     |                                                | (CLF)  | CHAIN LINK FENCE                 | CLF       |                        |     |                          |     |                         |

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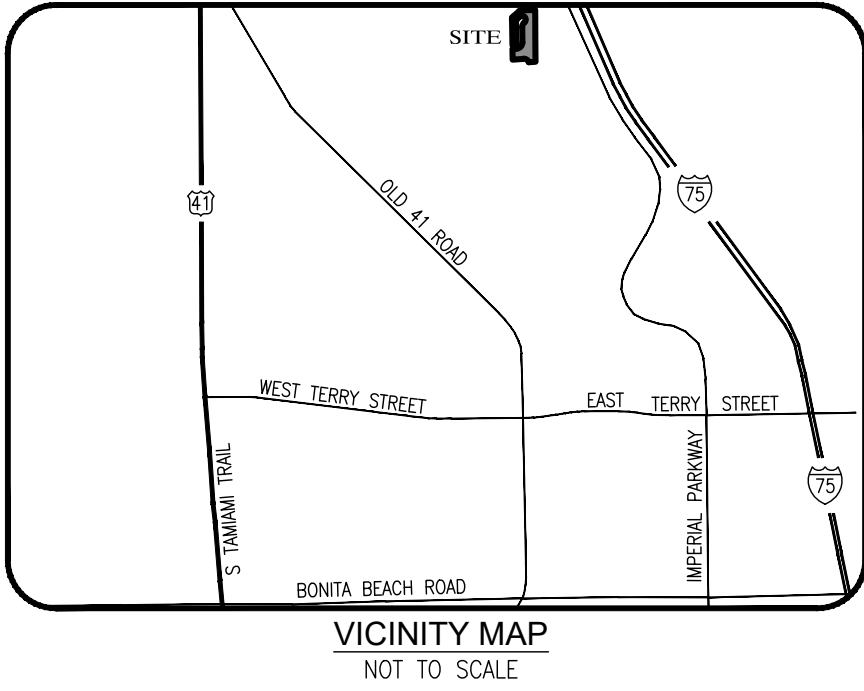
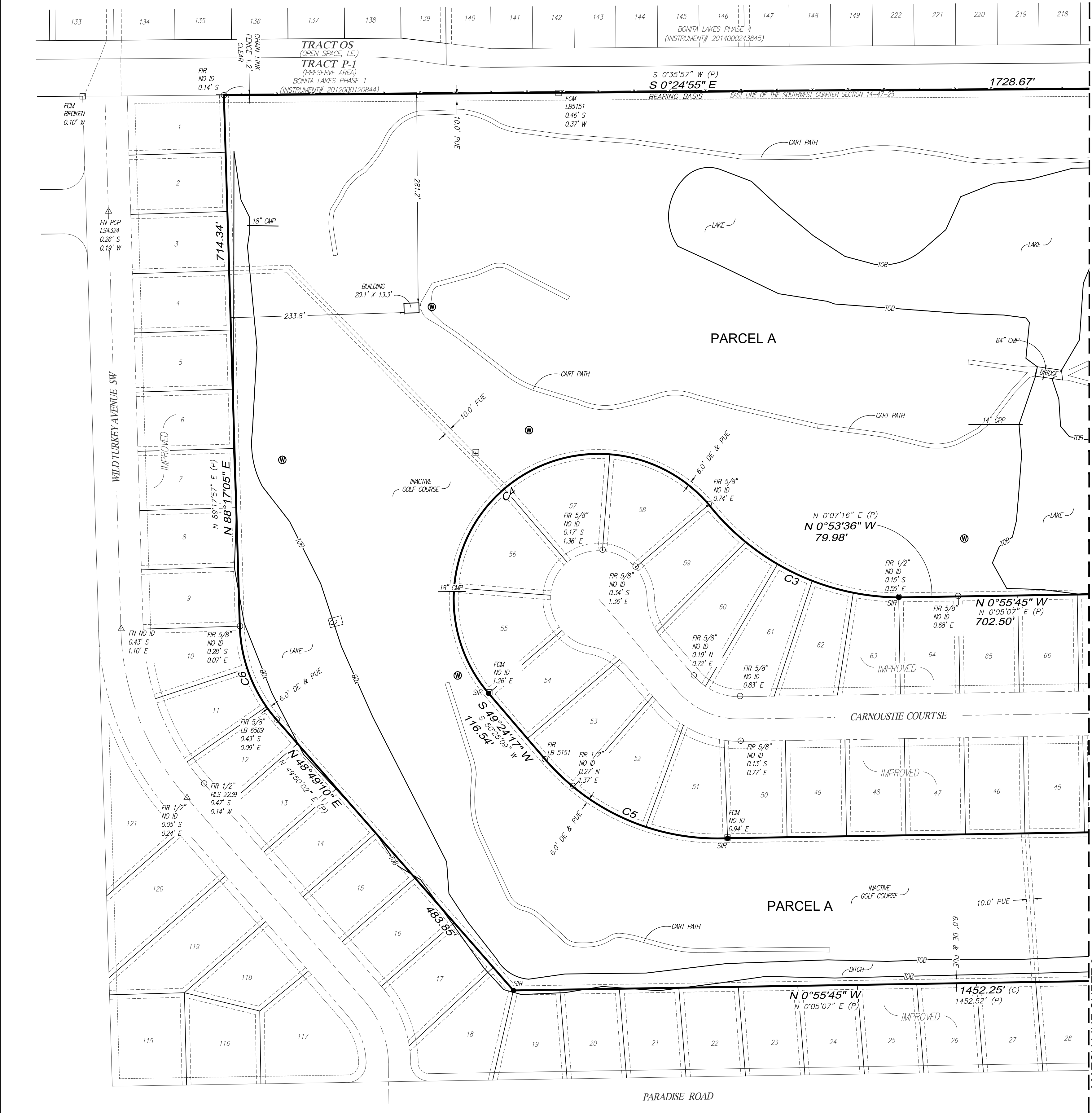
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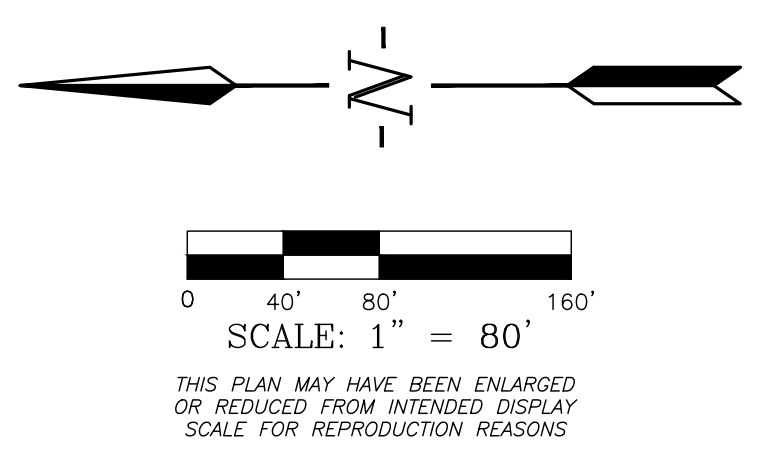
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Bonita Springs, Florida 34134

|             |                     |                                              |  |
|-------------|---------------------|----------------------------------------------|--|
| DRAWN BY:   | AH                  | BOUNDARY SURVEY                              |  |
| CHECKED BY: | DLS                 | TRACT A, TRACT 4 AND TRACT 10                |  |
| JOB CODE:   | BSGC                | BONITA SPRINGS COUNTRY CLUB UNIT 2           |  |
| SCALE:      | 1" = 80'            | PLAT BOOK 30, PAGES 128-132                  |  |
| DATE:       | 21 MAY 2018         | LYING IN                                     |  |
| FILE:       | 20-144-BS SOUTH.DWG | SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST |  |
| SHEET:      | 2 of 2              | LEE COUNTY, FLORIDA                          |  |

NOT COMPLETE WITHOUT SHEETS 1-2 OF 2



| CURVE TABLE |         |         |            |               |
|-------------|---------|---------|------------|---------------|
| CURVE #     | RADIUS  | LENGTH  | DELTA      | CHORD BEARING |
| C1          | 260.00' | 347.82' | 76°38'55"  | N 56°17'57" W |
| (P)         | 260.00' | 347.82' | 76°38'55"  | N 55°17'05" W |
| C2          | 320.00' | 482.02' | 86°18'20"  | N 42°13'25" E |
| (P)         | 320.00' | 482.02' | 86°18'20"  | N 43°14'17" E |
| C3          | 330.00' | 294.03' | 51°03'01"  | N 26°01'31" E |
| (P)         | 330.00' | 294.03' | 51°03'01"  | N 27°02'23" E |
| C4          | 195.00' | 612.61' | 180°00'00" | N 40°35'45" W |
| (P)         | 195.00' | 612.61' | 180°00'00" | N 39°34'53" W |
| C5          | 305.00' | 277.02' | 52°02'23"  | S 23°24'55" W |
| (P)         | 305.00' | 277.02' | 52°02'23"  | S 24°25'47" W |
| C6          | 200.00' | 137.76' | 39°27'35"  | N 68°33'18" E |
| (P)         | 200.00' | 137.76' | 39°27'55"  | N 69°33'59" E |



- PROPERTY DESCRIPTION**  
(PER PROVIDED TITLE COMMITMENT)  
PARCEL 3
- PARCEL A, BONITA SPRINGS COUNTRY CLUB, UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 81 THROUGH 84, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- NOTES:**
- BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT OBTAINED USING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND ARE BASED ON THE EAST LINE OF PARCEL 7A, BONITA SPRINGS COUNTRY CLUB, UNIT 1, PLAT BOOK 30, PAGES 81 THROUGH 84, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING S 0°24'55" E.
  - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
  - THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS # 12071C 0593 G, 12071C 0594 G, DATED 7 DECEMBER 2018 AND 12071C 0656 F, AND 12071C 0657 F, DATED 28 AUGUST 2008.
  - CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
  - DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
  - THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
  - THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
  - THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
  - UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
  - BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
  - PARCEL A AS SHOWN ON THE RECORDED PLAT DOES NOT CLOSE MATHEMATICALLY. THE MISCLOSEURE HAS BEEN ACCOUNTED FOR BY THE CALCULATED DISTANCES SHOWN HEREON.
  - DATE OF LAST FIELD WORK: 11 SEPTEMBER 2020.

- POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
FIP FOUND IRON PIPE  
FIR FOUND 5/8" IRON ROD  
SR SET 5/8" IRON ROD W/OD, LB #5151  
FCM FOUND 4"x4" CONCRETE MONUMENT  
SCM SET CONC. MONUMENT w/ALUMINUM DISK, LB # 5151  
FPK SET PARKER KALON NAIL  
SPK SET PARKER KALON NAIL w/BRASS DISK, LB # 5151  
FDH FOUND DRILL HOLE  
SDH SET DRILL HOLE  
FMN FOUND MAG NAIL  
FND FOUND
- (P) PLAT  
(M) MEASURED  
(C) CALCULATED  
(D) DEED  
(BOL) CONCRETE BOLLARD  
(GT) GRADE TRAP  
(PB) PLAT BOOK  
(PC) OFFICIAL RECORDS BOOK  
(OR) RIGHT-OF-WAY  
(EOP) EDGE OF PAVEMENT  
(PUE) PUBLIC UTILITY EASEMENT  
(LB) LICENSED BUSINESS  
(PSM) PROFESSIONAL SURVEYOR AND MAPPER  
(SPC) STATE PLANE COORDINATES
- TO TOP OF GRADE ELEVATION  
RM RM ELEVATION  
INV INVERT ELEVATION  
ELEV ELEVATION  
A/C AIR CONDITIONING UNIT  
BFB BACKFLOW PREVENTOR  
PC CATCH BASIN/INLET  
CB CLEAN OUT  
CONC CONCRETE  
CHW CORRUGATED METAL PIPE  
C CENTRIFUGAL  
DC DRAINAGE EASEMENT  
UE UTILITY EASEMENT
- MHD DRAINAGE MANHOLE  
EB ELECTRIC MANHOLE  
FH FIRE HYDRANT  
GSM GAS SERVICE/METER  
N GUY ANCHOR  
ICV IRRIGATION CONTROL VALVE  
LP MITERED END  
OH OVERHEAD WIRES  
RCP REINFORCED CONCRETE PIPE  
MHS SANITARY MANHOLE  
NOVD NORTH ARROW  
NAVD NORTH ARROW
- SV SIGN  
SIGN SIGN ON POLE  
TRF TRAFFIC LIGHT  
UG UNDERGROUND  
UPW UTILITY POLE - WOOD  
UPW UTILITY POLE - CONCRETE  
WM WATER METER  
WV WATER VALVE  
YD YARD DRAIN  
OT OAK TREE  
PT PALM TREE  
PW PINE TREE  
WELL  
DIP DUCTILE IRON PIPE

REVISION: UPDATED BOUNDARY SURVEY 9-19-2020.

NOT COMPLETE WITHOUT SHEETS 1-2 OF 2

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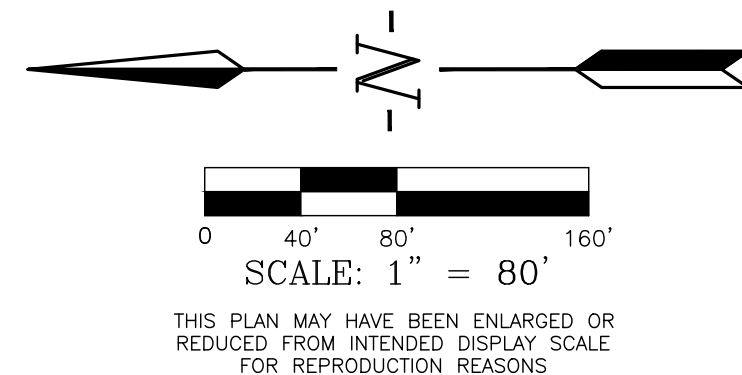
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Bonita Springs, Florida 34134

| BOUNDARY SURVEY                                      |                           | DATE SIGNED |  |
|------------------------------------------------------|---------------------------|-------------|--|
| BONITA SPRINGS COUNTRY CLUB, UNIT 1                  |                           |             |  |
| PARCEL A                                             |                           |             |  |
| PLAT BOOK 30, PAGES 81 THROUGH 84                    |                           |             |  |
| LYING IN                                             |                           |             |  |
| SECTIONS 14 AND 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST |                           |             |  |
| LEE COUNTY, FLORIDA                                  |                           |             |  |
| DRAWN BY: KJG                                        | CHECKED BY: DLS           |             |  |
| JOB CODE: BSGC                                       | SCALE: 1" = 80'           |             |  |
| DATE: 21 MAY 2018                                    | FILE: 20-144-BS NORTH.DWG |             |  |
| SHEET: 1 of 2                                        |                           |             |  |

**CERTIFIED TO:**  
BS PROPERTY HOLDINGS, LLC  
BSGC LAND HOLDINGS, LLC  
COLLIER INSURANCE AGENCY, LLC  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



| CURVE TABLE |         |         |            |               |              |
|-------------|---------|---------|------------|---------------|--------------|
| CURVE #     | RADIUS  | LENGTH  | DELTA      | CHORD BEARING | CHORD LENGTH |
| C1          | 260.00' | 347.82' | 76°38'55"  | N 56°17'57" W | 322.46'      |
| (P)         | 260.00' | 347.82' | 76°38'55"  | N 55°17'05" W | 322.46'      |
| C2          | 320.00' | 482.02' | 86°18'20"  | N 42°13'25" E | 437.73'      |
| (P)         | 320.00' | 482.02' | 86°18'20"  | N 43°14'17" E | 437.73'      |
| C3          | 330.00' | 294.03' | 51°03'01"  | N 26°01'31" E | 284.40'      |
| (P)         | 330.00' | 294.03' | 51°03'01"  | N 27°02'23" E | 284.40'      |
| C4          | 195.00' | 612.61' | 180°00'00" | N 40°35'45" W | 390.00'      |
| (P)         | 195.00' | 612.61' | 180°00'00" | N 39°34'53" W | 390.00'      |
| C5          | 305.00' | 277.02' | 52°02'23"  | S 23°24'55" W | 267.60'      |
| (P)         | 305.00' | 277.02' | 52°02'23"  | S 24°25'47" W | 267.60'      |
| C6          | 200.00' | 137.76' | 39°27'35"  | N 68°33'18" E | 135.05'      |
| (P)         | 200.00' | 137.76' | 39°27'35"  | N 69°33'59" E | 135.05'      |

TABLE  
CHISER  
OOD  
CONCRETE

# GradyMinor

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Business LC 26000266

SCALE: 1" = 80'

BONITA SPRINGS COUNTRY CLUB, UNIT 1

NOT COMPLETE WITHOUT  
SHEETS 1-2 OF 2



(PER PROVIDED TITLE COMMITMENT)

TRACT 2 OF BONITA SPRINGS COUNTRY CLUB, UNIT 2, ACCORDING TO PLAT BOOK 30  
PAGE 128 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT  
LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2515, PAGE 1990  
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1980 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE HIGHWAY NETWORK AND REFER TO THE HIGH LINE OF LOT 2, SONITA SPRINGS COUNTRY CLUB UNIT 2, AS RECORDED IN PLAT BOOK 30, PAGES 128-132, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N 86°29'38" E.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF ABSTRACT OF TITLE PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN OFFICE FILE NUMBER CIA 18-023, HAVING AN EFFECTIVE DATE OF AUGUST 25, 2020 (REVISED 09-14-2020) AT 8:00 AM. AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0593 G, DATED 12/7/2018.
4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
5. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE OF A LICENSED FLORIDA SURVEYOR AND MAY BE PERMITTED TO OFFER, TO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE FORGIVEN WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
9. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
10. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
11. DATE OF LAST FIELD WORK: 9/12/2020.

BOUNDARY SURVEY w/ IMPROVEMENTS

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FOLIO ID: 10282733

BONITA SPRINGS, FL 34135

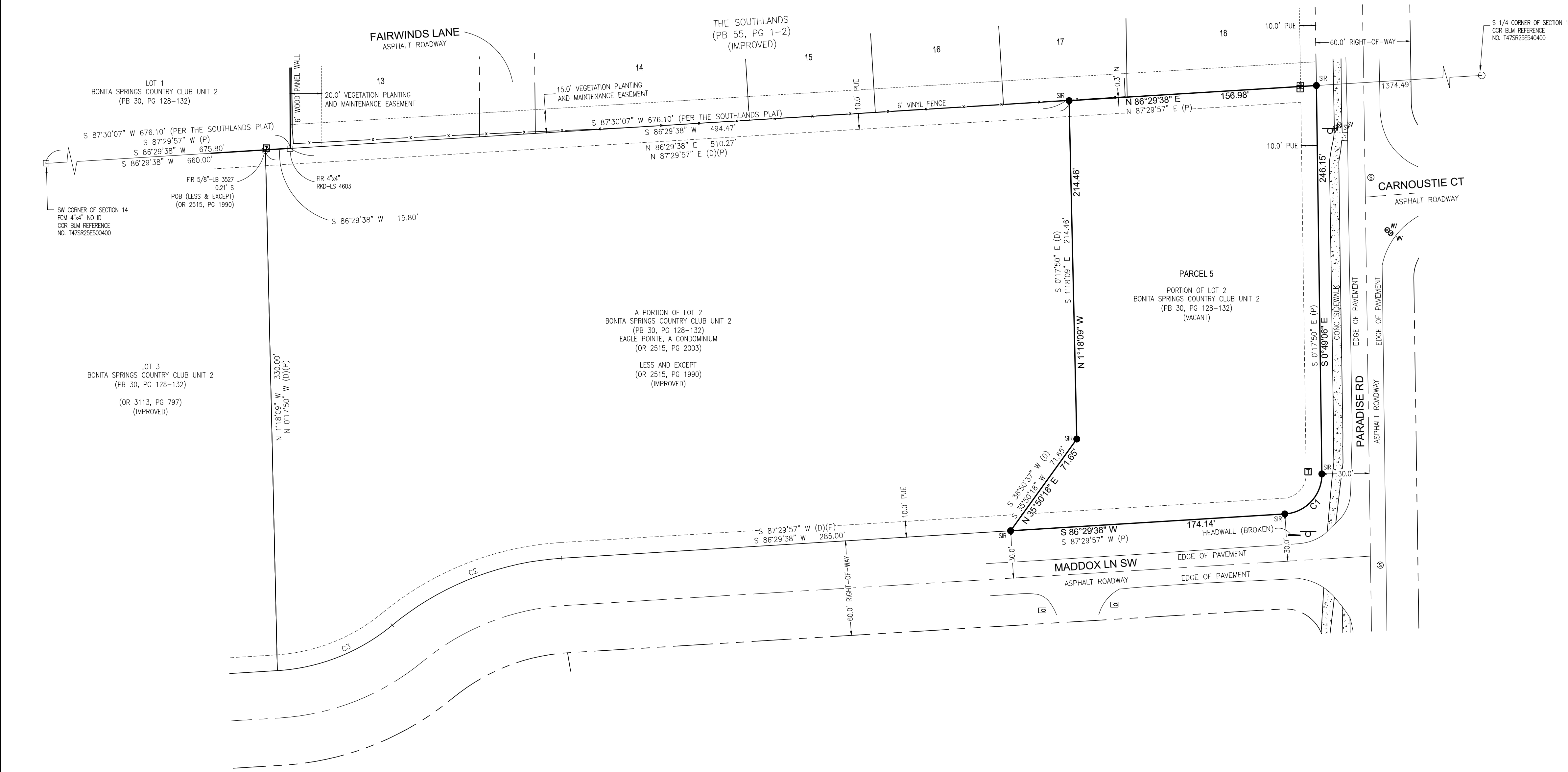
LYING IN

SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

DATE SIGNED \_\_\_\_\_

TIMOTHY J. DEVRIES  
FL LICENSE #61430



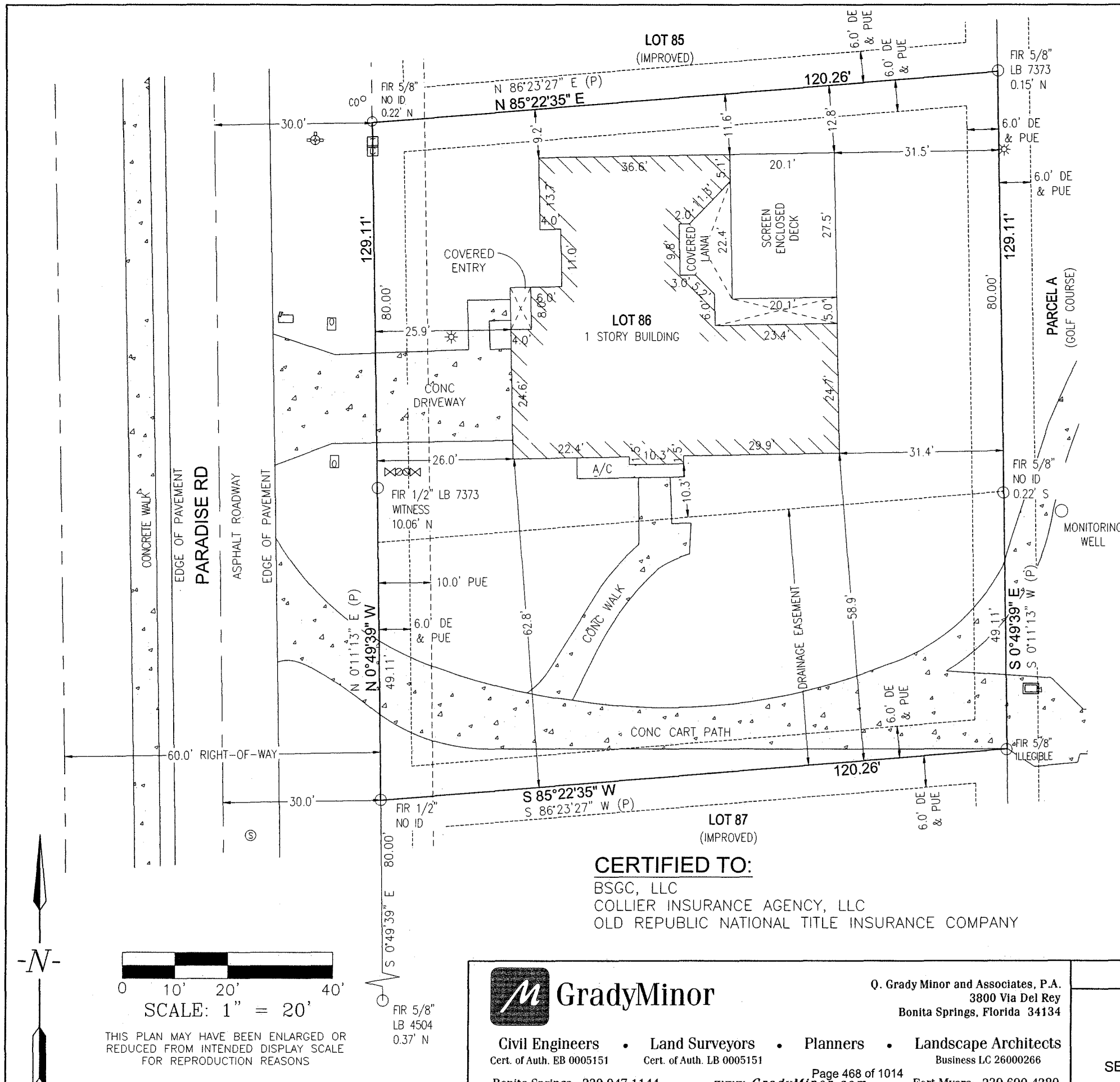
|     |                                                 |     |                                  |     |                           |   |                    |   |                              |
|-----|-------------------------------------------------|-----|----------------------------------|-----|---------------------------|---|--------------------|---|------------------------------|
| PGC | POINT OF COMMENCEMENT                           | PB  | PLAY BOOK                        | LEV | ELEVATION                 | ⑩ | CATCH BASIN        | ✶ | LIGHT POLE                   |
| POB | POINT OF BEGINNING                              | OR  | OFFICIAL RECORDS BOOK            | INV | INVERT ELEVATION          | ⑪ | DRAINAGE MANHOLE   | ✶ | TELEPHONE MANHOLE            |
| POC | POINT OF CROSSING                               | PC  | POINT OF CROSSING                | INT | INTERIOR ELEVATION        | ⑫ | TELEPHONE RISE/BOX | ✶ | TELEPHONE RISE/BOX           |
| PR  | ROUND 5/8" IRON ROD                             | PSM | PROFESSIONAL SURVEYOR AND MAPPER | A/C | AIR CONDITIONING UNIT/PAD | ⑬ | WATER DRAIN        | ✶ | CABLE TELEVISION RISE/BOX    |
| PRC | ROUND CONCRETE MONUMENT                         | PS  | PROPOSED                         | CMP | CONCRETE                  | ⑭ | WATER METER        | ✶ | ELECTRIC MANHOLE             |
| PSM | SE 5/8" IRON ROD W/DR. LBL. #151                | SPE | STATE PLANE COORDINATES          | CMP | CORROGATED METAL PIPE     | ⑮ | WATER METER        | ✶ | ELECTRIC RISE/BOX/METER      |
| PRC | ROUND CONCRETE MONUMENT                         | SPC | RIGHT-OF-WAY                     | CPW | CORROGATED PLASTIC PIPE   | ⑯ | WATER METER        | ✶ | ELECTRIC TRANSFORMER         |
| SCM | SE 1/4" CONCRETE MONUMENT W/ALUMINUM DISK, #151 | UPE | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ⑰ | WATER METER        | ✶ | TRANSFORMER                  |
| SCM | SE 1/4" CONCRETE MONUMENT W/ALUMINUM DISK, #151 | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ⑱ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ⑲ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ⑳ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉑ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉒ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉓ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉔ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉕ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉖ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉗ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉘ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉙ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉚ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉛ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉜ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉝ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉞ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㉟ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊱ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊲ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊳ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊴ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊵ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊶ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊷ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊸ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
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| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊼ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊽ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊾ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER   |
| SPK | SPREAD PAPER KILN NAIL W/ALUMINUM               | UE  | UTILITY EASEMENT                 | CHW | CONCRETE HEADWALL         | ㊿ | WATER METER        | ✶ | UNDERGROUND UTILITY MARKER</ |



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

Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

|             |                   |
|-------------|-------------------|
| DRAWN BY:   | AH                |
| CHECKED BY: | TJD               |
| JOB CODE:   | BSGC              |
| SCALE:      | 1" = 40'          |
| DATE:       | 17 SEPTEMBER 2020 |
| FILE:       | 20-144-BS.DWG     |
| SHEET:      | 1 of 1            |



# PROPERTY DESCRIPTION

(PER PROVIDED TITLE COMMITMENT)

LOT 86, BONITA SPRINGS COUNTRY CLUB UNIT 1, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 30, PAGES 81 THROUGH 84, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

CONTAINING 0.36 ACRE MORE OR LESS

## NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE EAST LINE OF LOT 86, AS BEING S 0°49'39" E.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF ABSTRACT OF TITLE PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN OFFICE FILE NUMBER CIA 20-234, HAVING AN EFFECTIVE DATE OF AUGUST 25, 2020 AT 8:00 AM. AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0656 F, DATED 8/28/2008.
4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
5. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
9. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
10. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
11. LOT IS SUBJECT TO A GOLFERS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1214, PAGE 2116 AND EASEMENTS REFERRED TO IN OFFICIAL RECORDS BOOK 3826, PAGE 3640, BOTH OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA
12. PER THE RECORDED PLAT THE 6' DE & PUE DEPICTED ALONG THE PERIMETER OF THE LOT EXISTS UNLESS SHOWN OTHERWISE. BECAUSE THERE ARE ADDITIONAL EASEMENTS SHOWN ALONG THE SOUTH AND WEST BOUNDARY OF THE SUBJECT LOT IT IS POSSIBLE THAT THE 6' DE & PUE DOES NOT EXIST AS SHOWN HEREON IN THOSE AREAS. AN ATTORNEY AT LAW SHOULD BE CONSULTED TO CONFIRM THE EXISTENCE OF SAID EASEMENT.
13. DATE OF LAST FIELD WORK: 9/12/2020.

## LEGEND

|     |                                  |      |                            |
|-----|----------------------------------|------|----------------------------|
| FIP | ○ FOUND IRON PIPE                | A/C  | AIR CONDITIONING UNIT/PAD  |
| FIR | ○ FOUND 5/8" IRON ROD            | CONC | CONCRETE                   |
| (P) | PLAT                             | CO   | CLEAN OUT                  |
| PB  | PLAT BOOK                        | ○    | CATCH BASIN                |
| PG  | PAGE(S)                          | ○    | MITERED END                |
| PSM | PROFESSIONAL SURVEYOR AND MAPPER | ○    | BACK FLOW PREVENTOR        |
| LB  | LICENSED BUSINESS                | ○    | FIRE HYDRANT               |
| PB  | PLAT BOOK                        | ○    | LIGHT POLE                 |
| PG  | PAGE(S)                          | ○    | TELEPHONE RISER/BOX        |
| PSM | PROFESSIONAL SURVEYOR AND MAPPER | ○    | CABLE TELEVISION RISER/BOX |
| LB  | LICENSED BUSINESS                | ○    | SANITARY MANHOLE           |
| DE  | DRAINAGE EASEMENT                | ○    | MAILBOX                    |
| PUE | PUBLIC UTILITY EASEMENT          |      |                            |

REVISION:  
9/28/2020 - ADDED ADDITIONAL EASEMENTS AND NOTE 12.  
5/24/2021 - ADDED ACREAGE.

|             |                   |
|-------------|-------------------|
| DRAWN BY:   | AH                |
| CHECKED BY: | DLS               |
| JOB CODE:   | BSGC              |
| SCALE:      | 1" = 20'          |
| DATE:       | 22 SEPTEMBER 2020 |
| FILE:       | 20-144-LOT 86     |
| SHEET:      | 1 of 1            |

## CERTIFIED TO:

BSGC, LLC  
COLLIER INSURANCE AGENCY, LLC  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



**GradyMinor**

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Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266  
Bonita Springs: 239.947.1144 [www.GradyMinor.com](http://www.GradyMinor.com) Fort Myers: 239.690.4380

O. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

## BOUNDARY SURVEY w/ IMPROVEMENTS

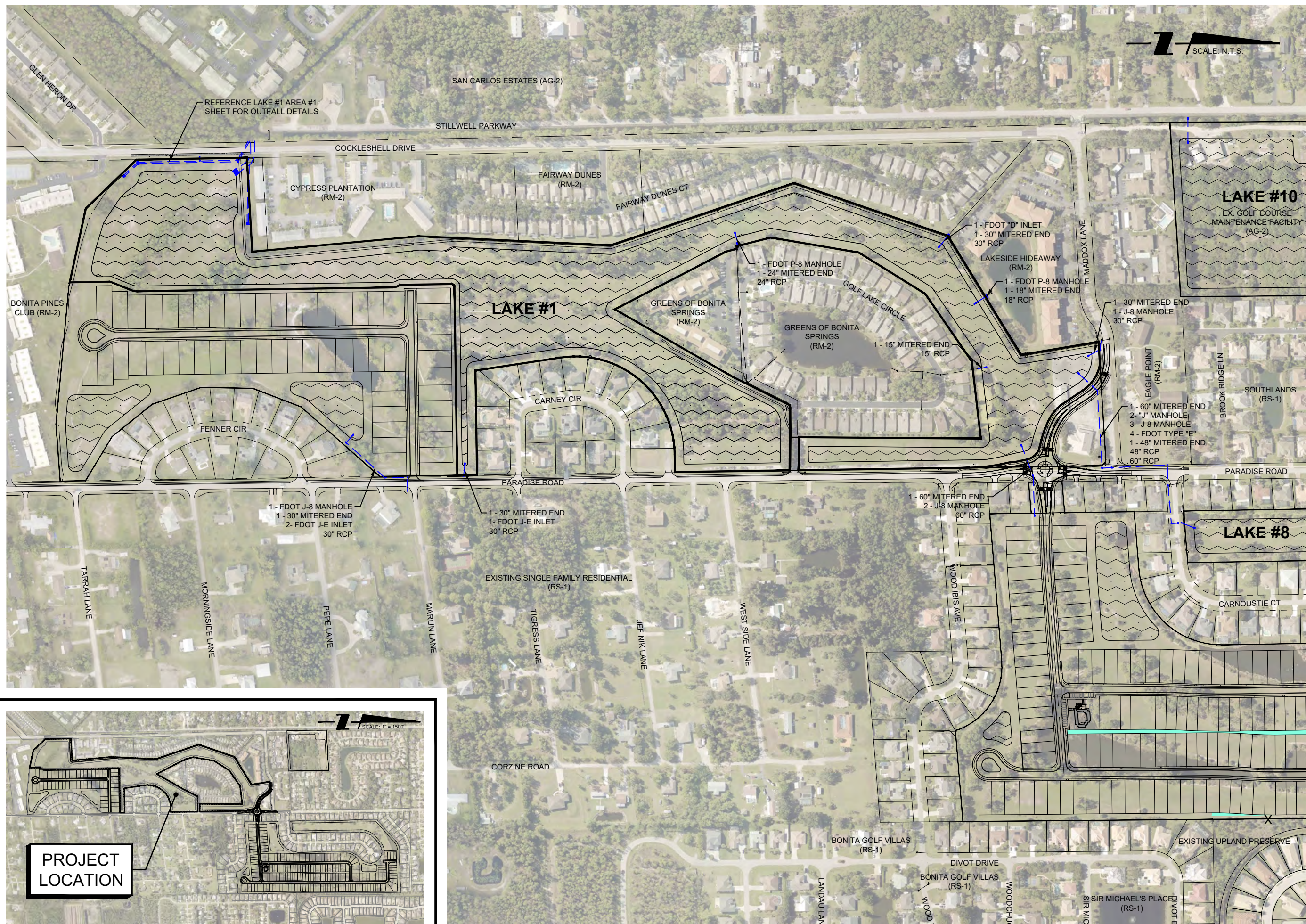
LOT 86  
BONITA SPRINGS COUNTRY CLUB UNIT 1  
PLAT BOOK 30, PAGES 81-84

LYING IN  
SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

5/24/21  
DATE SIGNED

*Donald L. Saintency III*  
DONALD L. SAINTENCY III, P.S.M.  
FL LICENSE #6761  
FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2020\144 - BONITA GOLF COURSE\SURVEY\20-144-LOT 86.DWG



BONITA  
SPRINGS  
GOLF  
COURSE

## LAKE #1

BSGC LAND  
HOLDINGS, LLC.

[illegible]

Florida Engineering C.A. #28275  
Florida Landscape C.A. #LC26000632

|                      |                          |          |
|----------------------|--------------------------|----------|
| SEC:23               | TWP:47S                  | RGE: 25E |
| City: BONITA SPRINGS | County: LEE              |          |
| Designed by:         | DANIEL F. WATERS, P.E.   |          |
| Drawn by:            | ALEJANDRO AVILA          |          |
| Date:                | JANUARY 2023             |          |
| Horizontal Scale:    | N.T.S.                   |          |
| Vertical Scale:      | N.T.S.                   |          |
| Project Number:      | P-BSGC-001-001           |          |
| File Name:           | P-BSGC-001-001-130SP.dwg |          |

Sheet ID:

C-130

Sheet Number: 01 of 03

PROJECT:

BONITA  
SPRINGS  
GOLF  
COURSE

TITLE:

## LAKE #8

**CLIENT:**

BSGC LAND  
HOLDINGS, LLC.

REVISIONS:

[illegible]

NOTES:

Florida Engineering C.A. #28275  
Florida Landscape C.A. #LC26000632

SEC:23 TWP:47S RGE: 25E

City: BONITA SPRINGCounty: LEE

Designed by: DANIEL F. WATERS, P.E.

Drawn by: ALEJANDRO AVILA

Date: JANUARY 2023

Horizontal Scale:  $1'' = 200'$

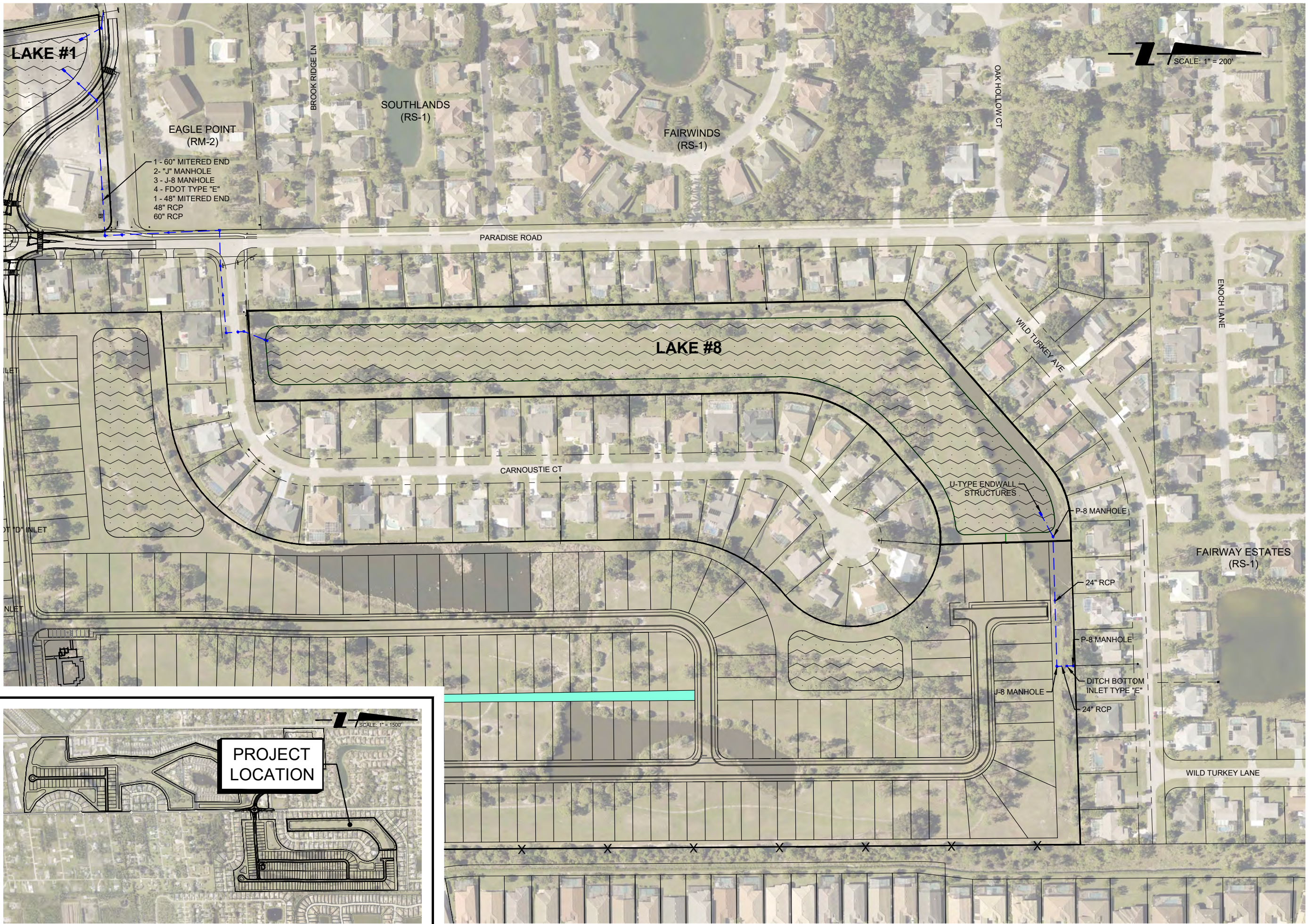
Vertical Scale: N.T.S.

Project Number: P-BSGC-001-001

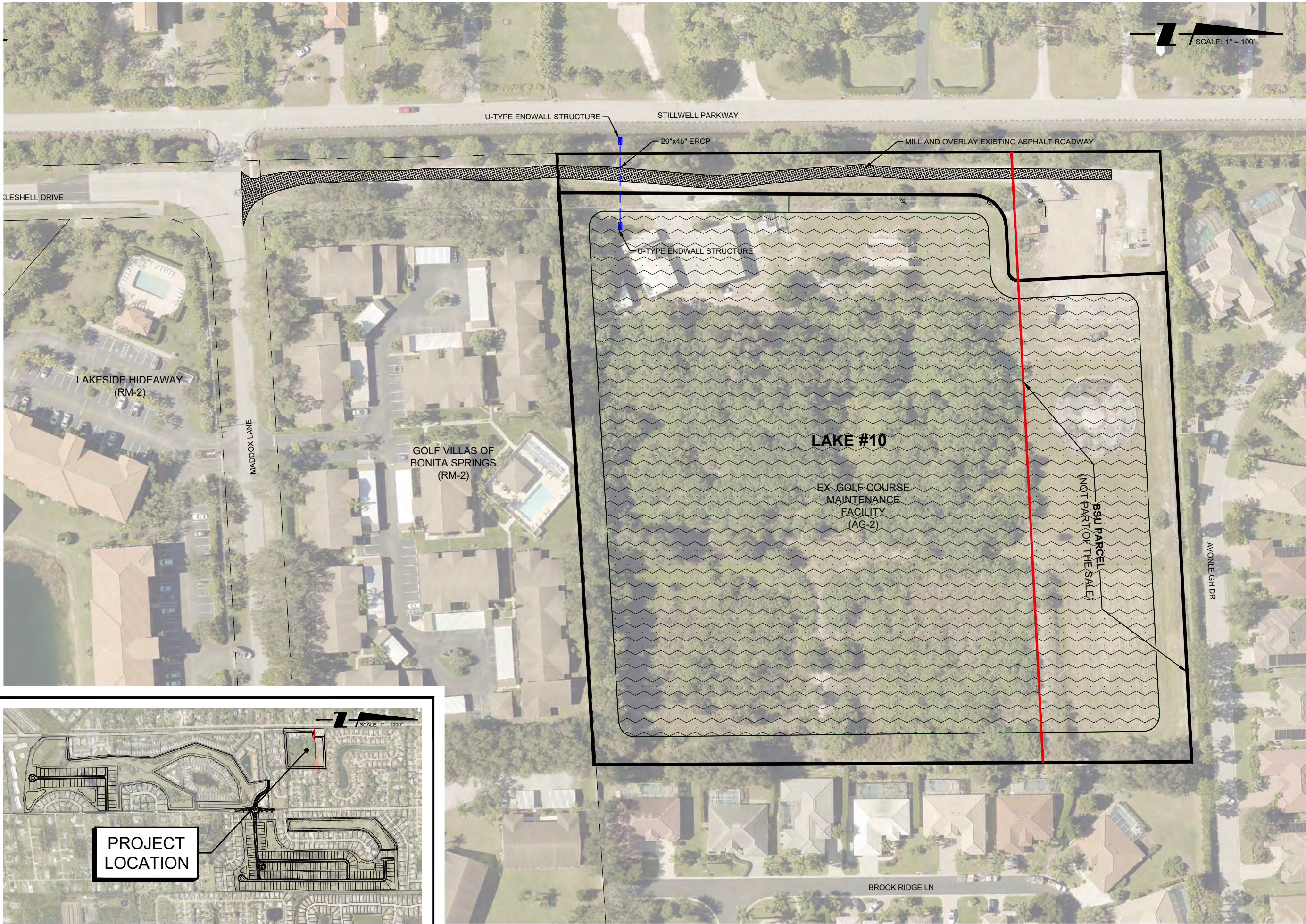
File Name: P-BSGC-001-001-131SP.dwg

Sheet ID: C-131

Sheet Number: 02 of 03



Save Date: 1/26/2023 3:56:41 PM By: AA\Avila Plot Date: 1/26/2023 3:57:27 PM By: A\janduro Avila Original Size: 11x17 Path: P:\Active Projects\B-SGC-001\001 Prelim\Design\Drawings-Civil\B-SGC-001-001-132SP.dwg



**PENINSULA**  
ENGINEERING

CIVIL ENGINEERING

PLANNING AND ZONING

ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE

SURVEYING

LAND DEVELOPMENT

239.403.6700  
Pen-Eng.com

PROJECT:

BONITA  
SPRINGS  
GOLF  
COURSE

TITLE:

LAKE #10

CLIENT:

BSGC LAND  
HOLDINGS, LLC.

REVISIONS:

| No. | Revision: | Date: |
|-----|-----------|-------|
|     |           |       |
|     |           |       |
|     |           |       |
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|     |           |       |
|     |           |       |
|     |           |       |
|     |           |       |
|     |           |       |

NOTES:

Florida Engineering C.A. #28275  
Florida Landscape C.A. #LC26000632

SEC:23      TWP:47S      RGE: 25E

City: BONITA SPRINGSCounty:      LEE

Designed by:      DANIEL F. WATERS, P.E.

Drawn by:      ALEJANDRO AVILA

Date:      JANUARY 2023

Horizontal Scale:      1" = 100'

Vertical Scale:      N.T.S.

Project Number:      P-BSGC-001-001

File Name: P-BSGC-001-001-132SP.dwg

Sheet ID:      C-132

Sheet Number:      03 of 03

## **INFRASTRUCTURE OVERSIZING AGREEMENT**

THIS AGREEMENT ("Agreement") is dated this February 1, 2023 by and between the City of Bonita Springs, Florida whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 ("City") and BS Parcel Holdings, LLC, a Florida limited liability company and BSGC Land Holdings, LLC a Florida limited liability company, whose mailing address is 2600 Golden Gate Parkway (collectively "Developer").

WHEREAS, Seller is the owner of parcels of land in Bonita Springs Florida, Florida with more particularly described in the Agreement of Sale between the parties hereto and entered into on February 1, 2023 ("Property"); and

WHEREAS, Developer intends to develop the property pursuant to entitlements currently recognized by the City into a residential planned development (the "Development"); and

WHEREAS, in 2017 the City experienced two major rainfall events – Invest 92L and Hurricane Irma within two weeks resulting in historic flooding and water levels; and

WHEREAS, City engaged Singhofen and Associates, Inc. to study its existing stormwater infrastructure and design a public surface water management system to address future potential flooding events; and

WHEREAS, the resulting Spring Creek – Bonita Springs Golf Course Flood Reduction Project, dated August 8, 2022 ("Singhofen Design") identified several portions of the Property for utilization; and

WHEREAS, the Developer agreed to modify their Development plans and incorporate the Singhofen Design into their planned development master concept plan; and

WHEREAS, the City and the Developer have jointly submitted to and received from the South Florida Water Management the Singhofen Design for an environmental resource permit, Permit No. 36-107408-P (hereinafter the "ERP"), to construct the previously described surface water management system; and

WHEREAS, in the aforementioned Agreement of Sale, the City agreed to acquire and the Developer agreed to improve and convey for agreed upon consideration portions of the Property for use as a public surface water management system ("Stormwater Improvements"); and

WHEREAS, in addition to the Stormwater Improvements to be constructed on the Property, the Singhofen Design contemplates additional infrastructure work outside the boundaries of the Property ("Additional Improvements"); and

WHEREAS, the City is desirous to take further advantage of the significant cost-savings in Developer's mobilization resulting from their Development to construct the Additional Improvements; and

WHEREAS, the Developer's preliminary opinion of probably costs for the Additional Improvements is \$1,170,000; and

WHEREAS, the Developer is willing to bid out and allow the City to participate in their planned mobilization to construct the offsite public improvements contemplated in the Additional Improvements; and

WHEREAS, the purpose of this Agreement is exclusively to provide or pay for the construction, improvement, maintenance or other alteration of land or existing public improvements by Developer on property owned by or within easements in favor of the City or another participating governmental agency;

WHEREAS, the intent of this Agreement is to protect and further the public health, safety and welfare by securing advantage through the Developer providing specified public improvements which are related to and consistent with the City's capital improvement planning and objectives.

**NOW, THEREFORE**, in consideration of the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct.
2. Scope. This Agreement does not obligate the City to utilize Developer to construct the Additional Improvements, the City may bid and construct the offsite improvements itself at its discretion. As presently contemplated by the Singhofen Design and ERP, the area encompassing all Additional Improvements is identified in **Exhibit "A"** attached hereto ("Easement Area Site Plan" or "Easement Area").
3. Cost. Developer's preliminary opinion of probably costs \$1,170,000 is an estimate only. Developer will bid and provide final pricing for the Additional Improvements to City upon request. Upon review of Developer pricing and before expiration of any bid prices therein, City shall at its sole discretion notify Developer to authorize all or a portion of the Additional Improvements. Developer will be responsible for any change orders and cost increases attributable to conflicts or discrepancies in Developer's Development plans and the City would similarly be responsible for any change orders and cost increases attributed to any conflicts or discrepancies attributable to the Singhofen Design. The City shall be responsible for causing to be relocated any existing Bonita Springs Utilities facilities that conflict with the construction of any improvement set forth in the Singhofen Design. The City shall be responsible to have Singhofen and Associates, Inc. available through construction to respond to any Developer questions related to the approved plans. The City will participate in public meetings and work cooperatively with the Developer to address public comments or concerns related to the work contemplated in this Agreement.

4. Timing. City and the Developer recognize that time is of the essence for designing, permitting, and constructing the Stormwater Improvements and Additional Improvements. City must notify Developer within six (6) months of approval of final plat for the Development of its election to proceed with all or a portion of the Additional Improvements. City will be responsible for securing all easement right necessary for the Additional Improvements within nine (9) months of final plat.

5. Payment. City will make progress payments for all completed unit work verified by the City or its consultants pursuant to the Florida Prompt Payment Act and with such retainages permissible by Chapter 255, Florida Statutes.

6. Grant of Easement. City hereby grants to Developer and its successors and assigns, a temporary and non-exclusive access and construction easement over, under, through and upon all portions Easement Area Site Plan under the control of City to enable Developer and its contractors or subcontractors and authorized agents to construct the Improvements in accordance with the Singhofen Design, for the Property, the Easement Area Site Plan and the plans and specifications approved of by parties and the applicable governmental authorities. Except for the Additional Improvements, Developer acknowledges and agrees that Developer will repair, replace and/or restore any drainage or vegetation within the Easement Area that is caused by any such activities.

7. Responsibility. The Developer shall be solely responsible for selecting, supervising and paying the construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation, construction retainage, and ensuring against the placement of liens or claims against the Easement rea. The parties agree and understand that all contractors, employees, volunteers and personnel furnished or used by the Developer shall be the responsibility of the Developer and shall not be deemed employees or agents of the City for any purpose.

8. Permit Compliance. Developer, at its sole cost and expense, shall be responsible for obtaining all required governmental permits and approvals from the appropriate governmental agencies prior to commencing any work within the Easement Area. Developer shall, until completion of the Additional Improvements and thereafter shall take all steps reasonably required to ensure that the Improvements and uses related thereto, are in full compliance with all governmental permits, approvals, regulations, ordinances and requirements. City agrees to reasonably cooperate and expedite all related Developer permitting efforts.

9. Conveyance, Warranty and Security. Upon completion of the Additional Work, Developer will turn over clean title to any equipment or infrastructure. All installations by Developer or its contractor(s) and subcontractor(s) shall be warranted for one year from the date of certificate of acceptance by the City, with financial assurances acceptable to the City in the form of a bond or other assurance backing the warranty.

10. Maintenance of Improvements. Both the City and Developer have obligations to maintain, repair and replace the Developer retained stormwater lakes, the Stormwater Improvements and the Additional Improvements in accordance with the ERP. The City

shall maintain the Stormwater Improvements and Additional Improvements. The Developer shall maintain the Developer owned lakes. The parties may elect to address the respective maintenance obligations of the Stormwater Improvements and the Developer retained stormwater lakes by separate agreement prior to completion of the work and turnover by the Developer of any portions of the Development to an association or other appropriate maintenance entity. Nevertheless, the City will have the right but not the obligation to undertake maintenance activity within all or a portion of the Developer's stormwater lakes should the City determine the lakes are not being properly maintained. The City may after appropriate notice identifying the deficiency and allowing reasonable time to correct the deficiency enter upon the Property to address the deficiency. If the City undertakes maintenance on the Developer owned lakes after written notice and a failure to perform, the City will provide an invoice for the costs of the maintenance and seek reimbursement. The Developer or its assigns will have an opportunity to review the invoice for reasonableness and if there are no objections payment must be tendered in 30 days from receipt of the invoice. Nevertheless, the Developer will have the right but not the obligation to undertake maintenance activity within a portion or all of the Stormwater Improvements should the Developer determine the Stormwater Improvements are not being properly maintained. The Developer may after appropriate notice identifying the deficiency and allowing reasonable time to correct the deficiency enter upon the Stormwater Improvements to address the deficiency. If the Developer undertakes maintenance on the Stormwater Improvements after written notice and a failure to perform, the Developer will provide an invoice for the costs of the maintenance and seek reimbursement. The City will have an opportunity to review the invoice for reasonableness and if there are no objections payment must be tendered in 30 days from receipt of the invoice.

11. Additional Work. Notwithstanding, nothing herein shall limit the City from participating in additional cost-savings for non-stormwater related improvements, including but not limited to road resurfacing or landscaping, resulting from the Developer's ability to complete such improvements concurrently with the Development.

12. Easement Area. Except for the Additional Improvements, Developer shall not make any changes to Easement Area without the approval of City.

13. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

14. Insurance and Indemnity. Developer shall provide or cause to provide annually to City a certificate(s) of insurance confirming that Developer shall (i) maintain commercial general liability insurance with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars

(\$2,000,000.00) in aggregate, combined single limit for bodily injury liability and property damage liability, with specific provisions and/or endorsements to provide coverage for any liability arising from or connected with Developer's activities as contemplated herein, naming City as additional insured on a primary basis, and (ii) umbrella coverage of no less than Five Million and No/100 Dollars (\$5,000,000.00). Developer shall also provide City with proof of worker's compensation insurance as required by applicable law and commercial automobile insurance providing a minimum of One Million and No/100 Dollars (\$1,000,000.00) in liability coverage and shall include "non-owned and hired coverage", if applicable. Developer shall further provide City with a waiver of subrogation for the aforementioned general liability, property, automotive and worker's compensation coverages, each policy shall contain a waiver of subrogation. Such insurance certificates shall (i) be provided by written notice to City as set forth in Section 7 hereof, and (ii) provide that the applicable policies shall not be cancelled without thirty (30) days advance written notice to City. Developer shall indemnify, defend and hold City, its officers, employees and agents, and their respective affiliates, harmless for and from all costs, expenses, claims, damages, causes of action and liabilities (including, without limitation, for attorneys' fees and related costs) incurred by any of such persons or entities arising from or connected in any way with any activities conducted within the Easement Area by Developer, or its contractors, subcontractors or authorized agents.

15. Notices. Any notice, approval or consent to be given under the provisions of this Agreement shall be in writing and shall be sent to the parties (postage prepaid, certified or registered mail, return receipt requested), hand delivered against receipted copy, sent by Federal Express or equivalent overnight delivery, or transmitted by electronic mail (email) as follows:

If to Developer: **TBD**

If to City: City of Bonita Springs  
9101 Bonita Beach Road  
Bonita Springs, Florida 34135  
Attn: City Manager

16. General Matters.

(a) This Agreement and the terms and provisions hereof shall be binding upon and enforceable by, as applicable, Developer, City, and their respective successors and assigns.

(b) Nothing contained in this Agreement will be deemed to be a grant or dedication of any portion of the Property to or for use by the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to the purposes expressed herein.

(c) This Agreement shall not be amended except by written instrument executed by the parties hereto or their applicable successors as described above and recorded in the Public Records of Lee County, Florida.

**IN WITNESS WHEREOF**, City and Developer have executed this Agreement as of the date and year first above written.

**WITNESSES:**

**BS Parcel Holdings, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA     )  
                                      ) SS:  
COUNTY OF LEE         )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of BS Parcel Holdings, LLC., a Florida limited liability company, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
Print Name: \_\_\_\_\_

**WITNESSES:**

**BSGC Land Holdings, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF LEE        )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of BSGC Land Holdings, LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
Print Name: \_\_\_\_\_

**CITY:**

**CITY OF BONITA SPRINGS**, a municipal  
corporation under the laws of Florida

ATTEST:

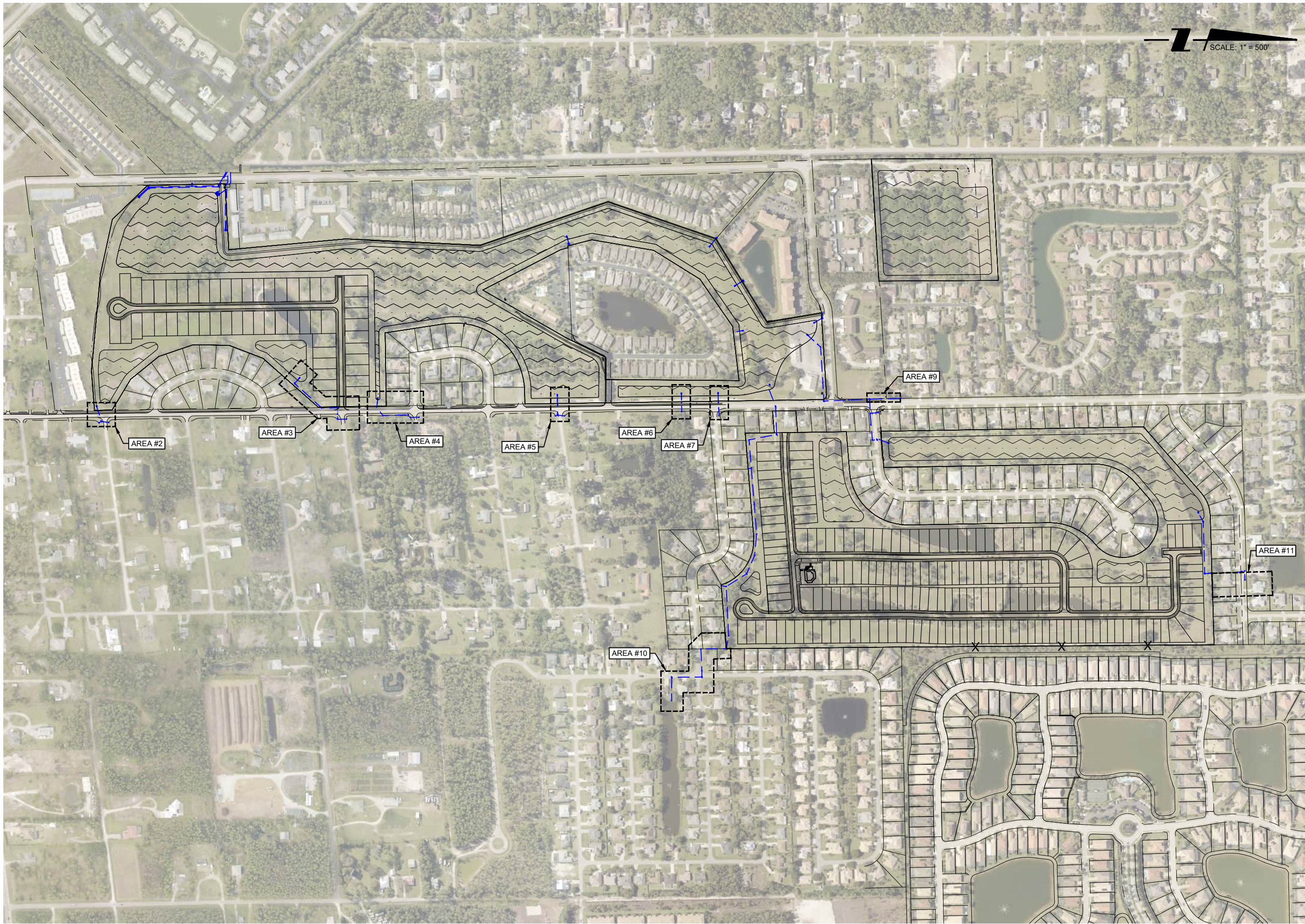
By: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Approved as to Form and Legal  
Sufficiency

By: \_\_\_\_\_  
Derek Rooney, City Attorney

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**PENINSULA**  
ENGINEERING

CIVIL ENGINEERING  
PLANNING AND ZONING  
ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE  
SURVEYING  
LAND DEVELOPMENT

239.403.6700  
Pen-Eng.com

PROJECT:

BONITA  
SPRINGS  
GOLF  
COURSE

TITLE:

MASTER  
LOCATION

CLIENT:

BSGC LAND  
HOLDINGS, LLC.

REVISIONS:

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NOTES:

Florida Engineering C.A. #28275  
Florida Landscape C.A. #LC26000632

SEC: 23      TWP: 47S      RGE: 25E

City: BONITA SPRINGS County:      LEE

Designed by:      DANIEL F. WATERS, P.E.

Drawn by:      ALEJANDRO AVILA

Date:      JUNE 2022

Horizontal Scale:      1" = 500'

Vertical Scale:      N.T.S.

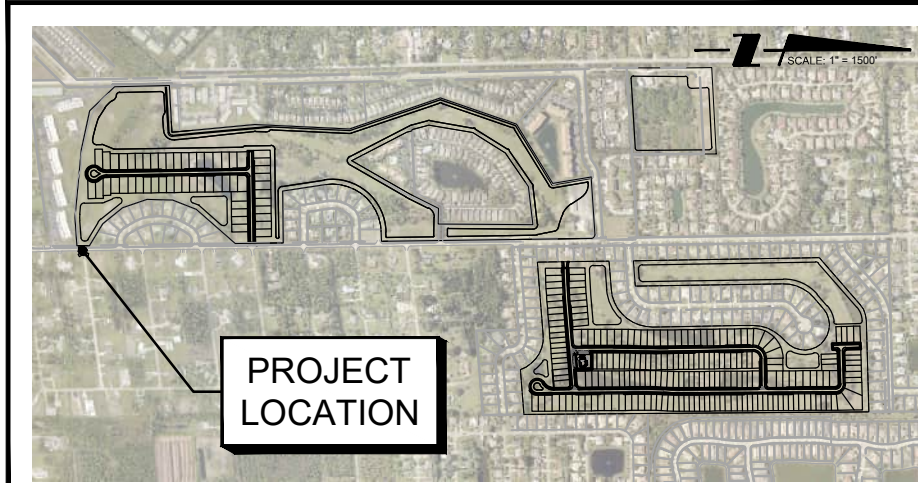
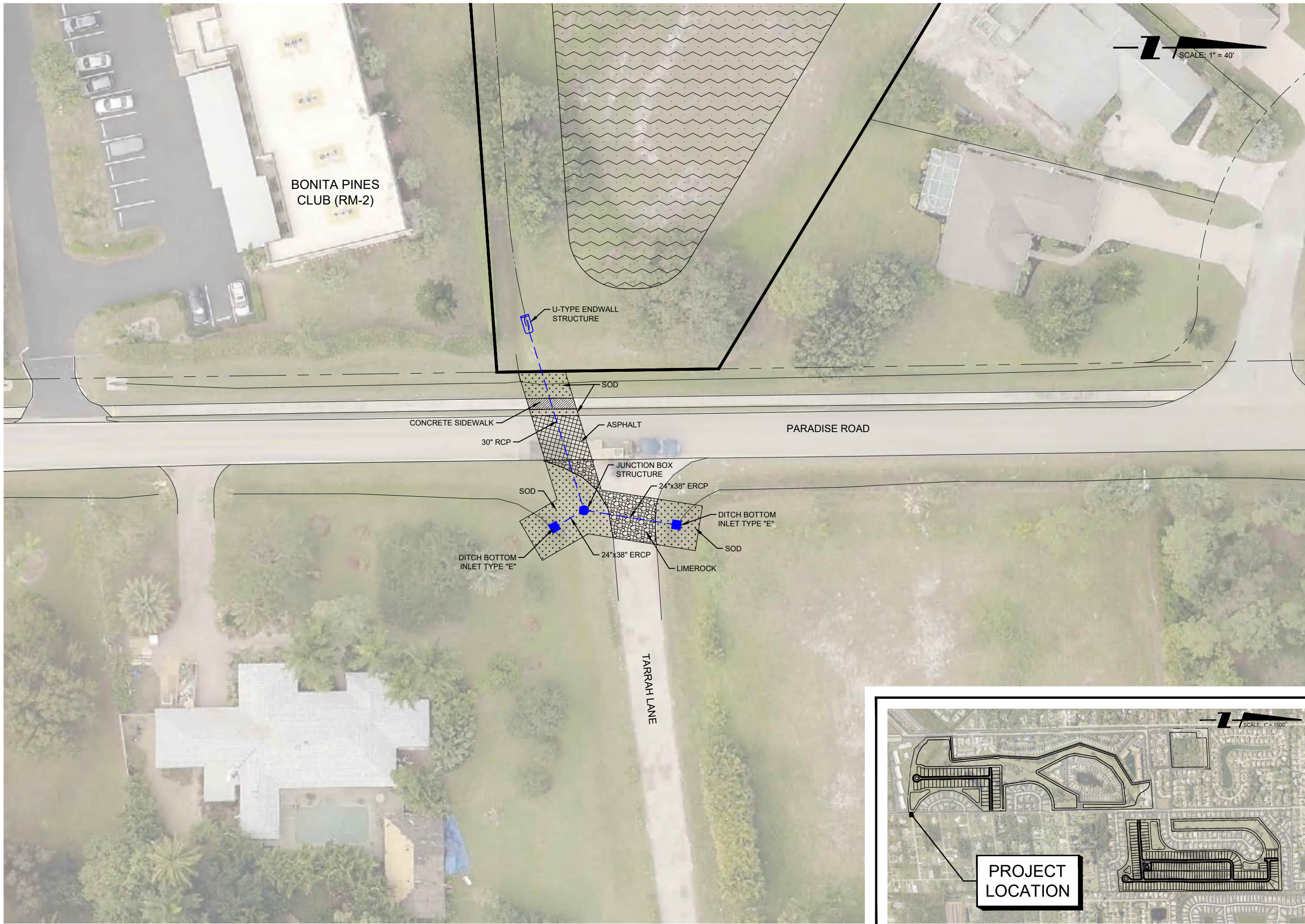
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**PENINSULA**  
ENGINEERING

CIVIL ENGINEERING  
PLANNING AND ZONING  
ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE  
SURVEYING  
LAND DEVELOPMENT

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PROJECT:  
  
**BONITA SPRINGS GOLF COURSE**

TITLE:  
  
**AREA #2**

CLIENT:  
  
**BSGC LAND HOLDINGS, LLC.**

REVISIONS:

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NOTES:

Florida Engineering C.A. #28275  
Florida Landscape C.A. #LC26000632

SEC:23      TWP:47S      RGE: 25E

City: BONITA SPRINGSCounty:      LEE

Designed by:      DANIEL F. WATERS, P.E.

Drawn by:      ALEJANDRO AVILA

Date:      JUNE 2022

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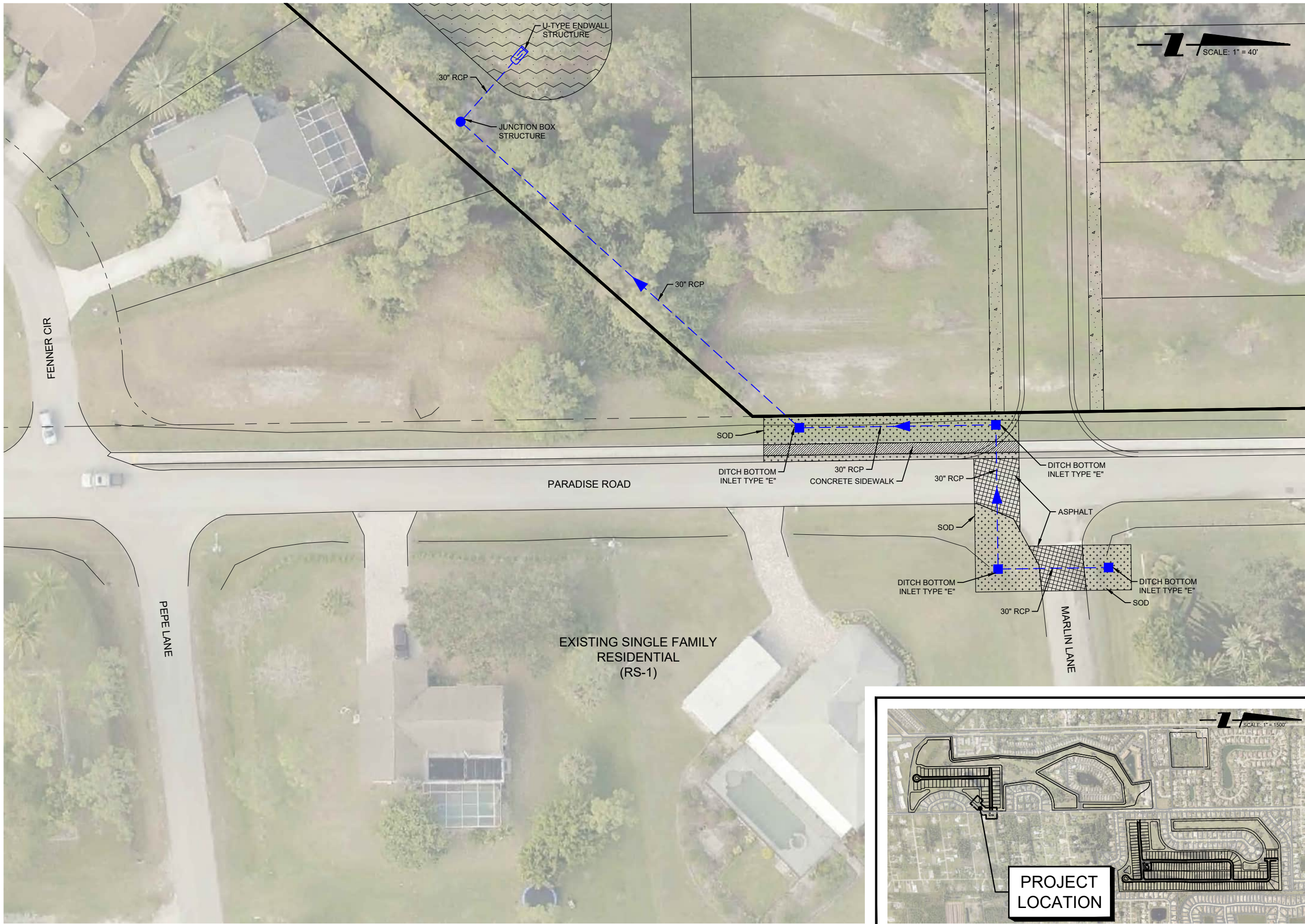
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**PENINSULA**  
ENGINEERING

CIVIL ENGINEERING  
PLANNING AND ZONING  
ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE  
SURVEYING  
LAND DEVELOPMENT

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PROJECT:  
  
**BONITA SPRINGS GOLF COURSE**

TITLE:  
  
**AREA #3**

CLIENT:  
  
**BSGC LAND HOLDINGS, LLC.**

REVISIONS:

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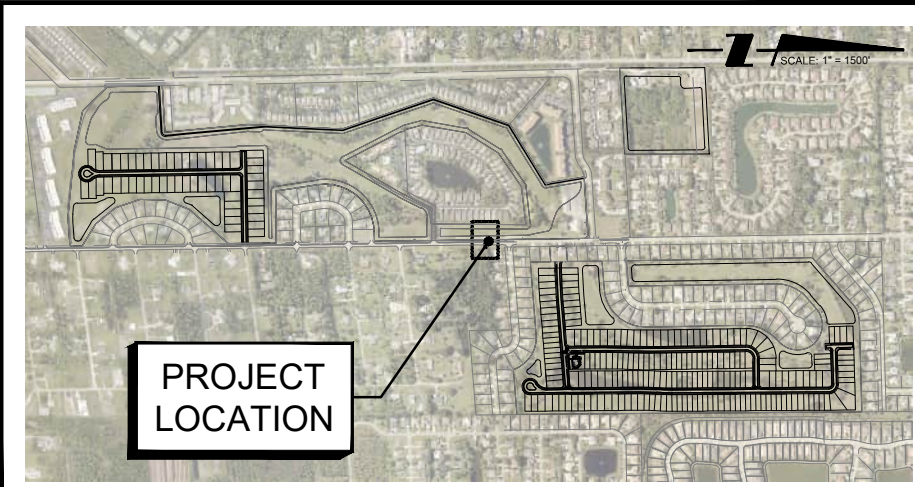
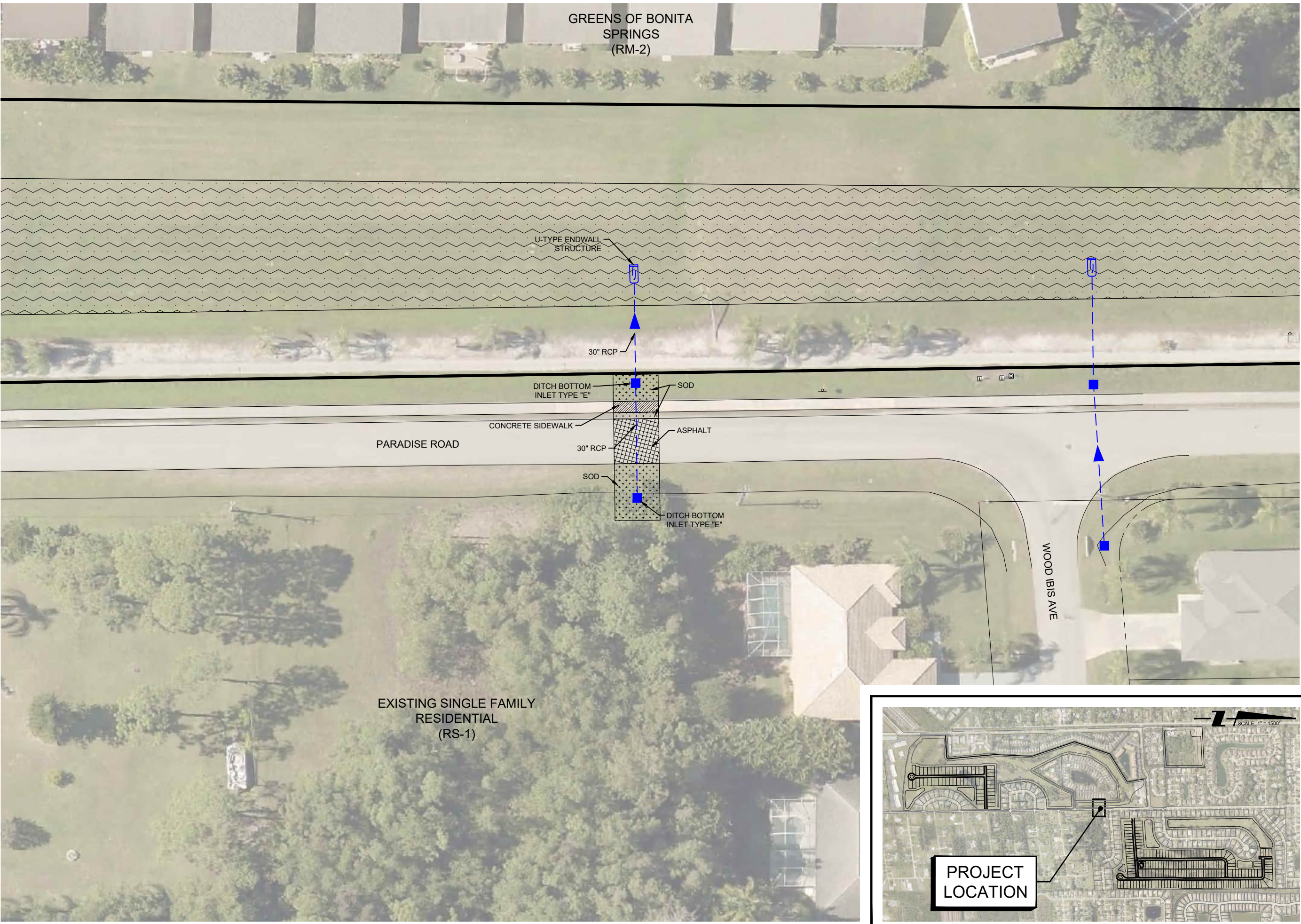
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Florida Engineering C.A. #28275  
Florida Landscape C.A. #LC26000632  
SEC:23      TWP:47S      RGE: 25E  
City: BONITA SPRINGSCounty: LEE  
Designed by: DANIEL F. WATERS, P.E.  
Drawn by: ALEJANDRO AVILA  
Date: JUNE 2022  
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**PENINSULA**  
ENGINEERING

CIVIL ENGINEERING  
PLANNING AND ZONING  
ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE  
SURVEYING  
LAND DEVELOPMENT

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PROJECT:

BONITA SPRINGS GOLF COURSE

TITLE:

AREA #6

CLIENT:

BSGC LAND HOLDINGS, LLC.

REVISIONS:

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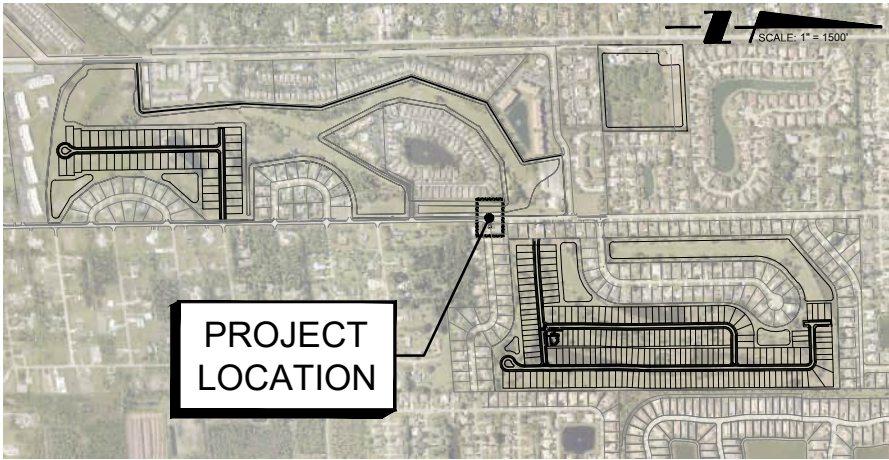
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Florida Landscape C.A. #LC26000632

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| City: BONITA SPRINGS | County: LEE              |          |
| Designed by:         | DANIEL F. WATERS, P.E.   |          |
| Drawn by:            | ALEJANDRO AVILA          |          |
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PROJECT:

**BONITA SPRINGS GOLF COURSE**

TITLE:

**AREA #7**

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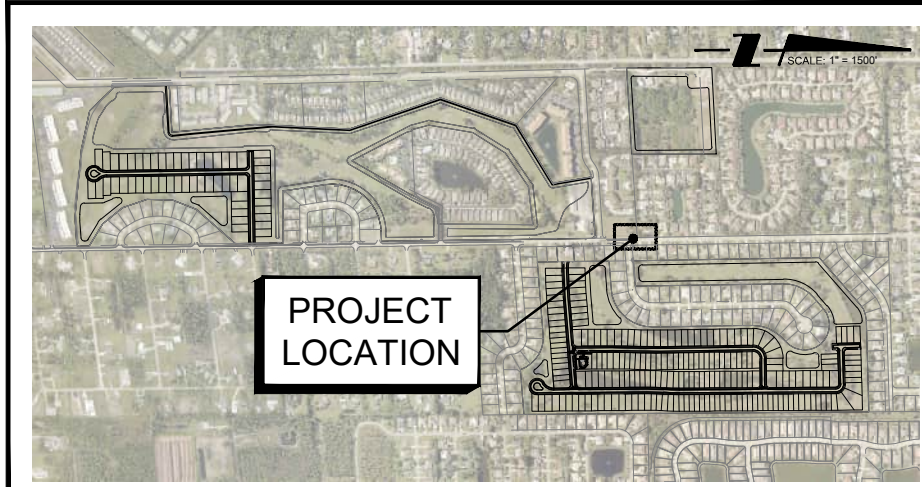
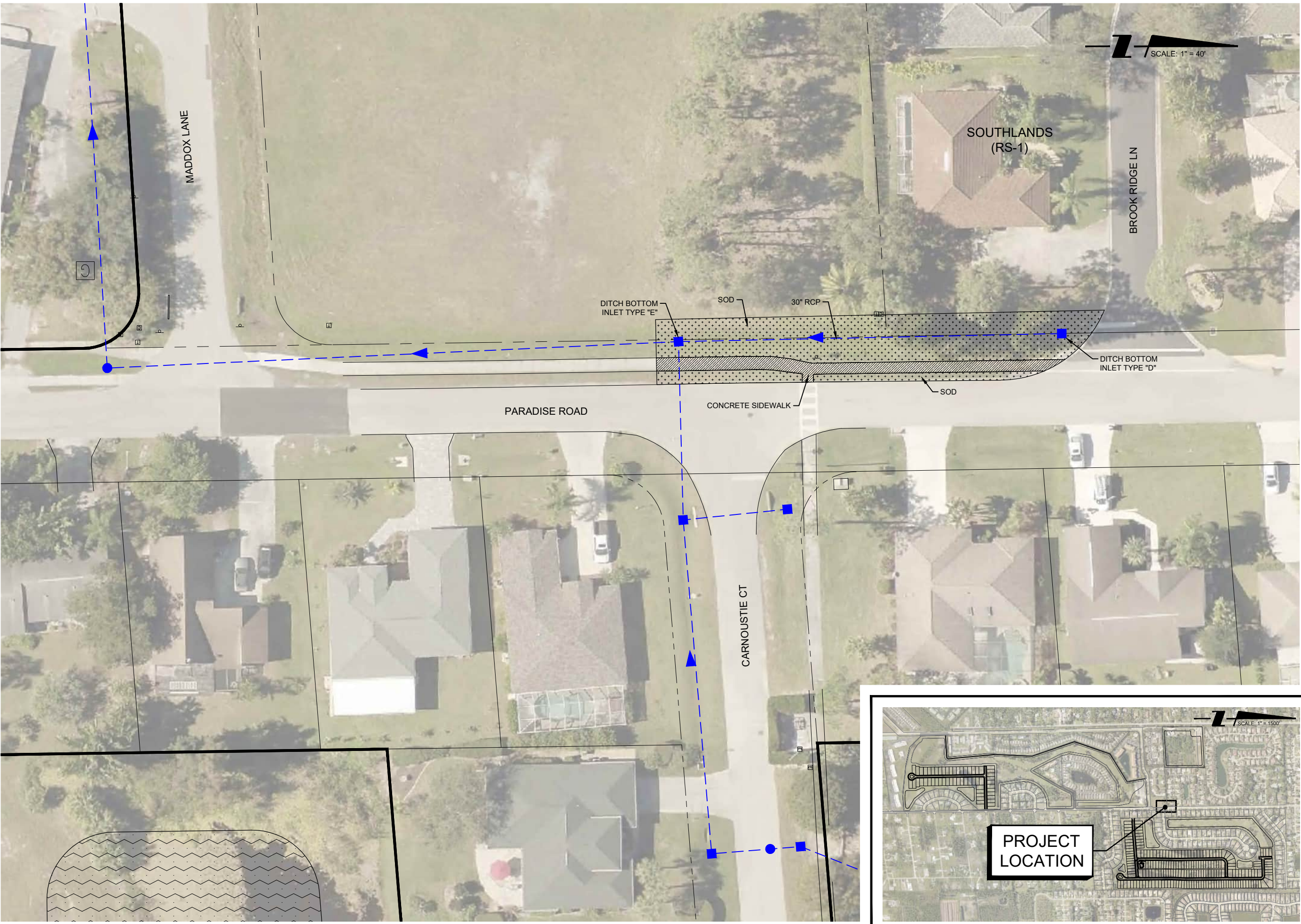
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**PENINSULA**  
ENGINEERING

CIVIL ENGINEERING

PLANNING AND ZONING

ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE

SURVEYING

LAND DEVELOPMENT

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PROJECT:  
  
**BONITA SPRINGS GOLF COURSE**  
  
TITLE:  
  
**AREA #9**  
  
CLIENT:  
  
**BSGC LAND HOLDINGS, LLC.**  
  
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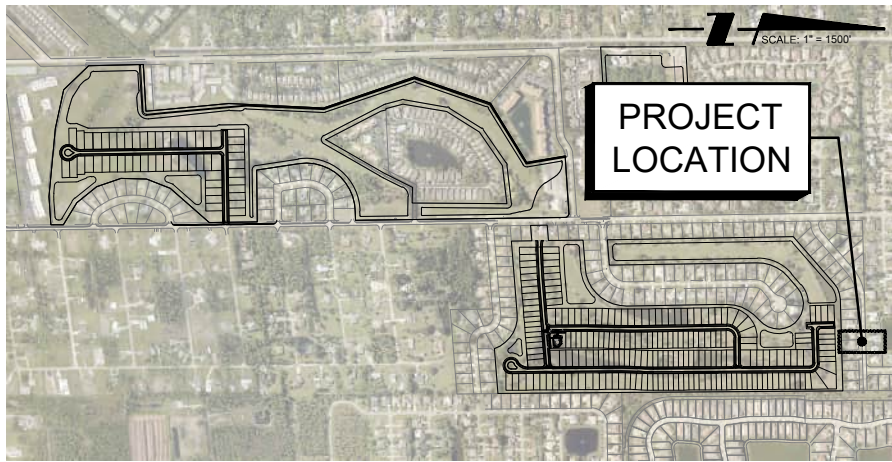
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City: BONITA SPRINGSCounty:      LEE  
Designed by:      DANIEL F. WATERS, P.E.  
Drawn by:      ALEJANDRO AVILA  
Date:      JUNE 2022  
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SCALE: 1" = 40'



**PENINSULA**  
ENGINEERING

CIVIL ENGINEERING  
PLANNING AND ZONING  
ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE  
SURVEYING  
LAND DEVELOPMENT

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PROJECT:

BONITA  
SPRINGS  
GOLF  
COURSE

TITLE:

AREA #11

CLIENT:

BSGC LAND  
HOLDINGS, LLC.

REVISIONS:

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NOTES:

Florida Engineering C.A. #28275  
Florida Landscape C.A. #LC26000632

SEC:23      TWP:47S      RGE: 25E

City: BONITA SPRINGSCounty:      LEE

Designed by:      DANIEL F. WATERS, P.E.

Drawn by:      ALEJANDRO AVILA

Date:      JUNE 2022

Horizontal Scale:      1" = 40'

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Project Number:      P-BSGC-001-001

File Name: P-BSGC-001-001-129SP.dwg

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**CITY OF BONITA SPRINGS  
AGENDA ITEM SUMMARY**

Green Sheet No. 23-02-018  
February 1, 2023

**REQUESTED MOTION:** Adopt the City's 2023 State Legislative Agenda and provide direction regarding potential priority projects for appropriations requests.

**REQUESTOR:** Arleen M. Hunter, City Manager; Matt Feeney, Assistant City Manager

**AGENDA:** City Manager's Items

**STRATEGIC PRIORITY:** #1 Improve Stormwater Management, #2 Transportation, #3 Community Aesthetics, #4 Environmental Protection, #5 Strengthen City Finances, #6 Enhance Council Relations, #7 Government Transparency, #8 Economic Development

---

**BACKGROUND:**

On December 7, 2022, staff attended the Lee County Delegation meeting and presented the attached priorities with emphasis on Hurricane Ian recovery. In consultation with the City's lobbyist, staff has updated Items #1 and #10 in the attached list.

House Appropriations project requests are due by February 13, 2023. Senate Local Funding Initiative Request Forms are urged to be submitted as soon as possible.

Staff will have recommendations for eligible projects for discussion at the meeting.

**STAFF RECOMMENDATION:** Adopt the City's 2023 State Legislative Agenda and provide direction regarding potential priority projects for appropriations requests.

**ATTACHMENTS:**

1. 2023 Legislative Agenda
2. House Appropriations Project Request Form
3. Senate Local Funding Initiative Request Form

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**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**  
**2023 State Legislative Agenda**  
Legislative Session: March 7, 2023 – May 5, 2023

*This document represents the 2023 Florida Legislative Agenda of the City of Bonita Springs City Council. While these priorities guide the City's advocacy efforts in Tallahassee, they are not exhaustive and new issues may arise or evolve that will require the Council's attention.*

*These issues are not ranked in order of priority. Council Members, staff, and contract lobbyists will pursue all legislative policies approved by the Council and will prioritize as appropriate according to opportunities that arise during the legislative process.*

1. The City of Bonita Springs supports legislation and policy that encourages and promotes the City's recovery from Hurricane Ian by providing increased funding, technical assistance, economic development opportunities, and projects in furtherance of sustainable resiliency.
2. The City of Bonita Springs supports funding for flooding reduction/mitigation projects within its municipal boundaries and improvements to water quality.
3. The City of Bonita Springs supports sustainability initiatives, especially those which would prevent discharges from Lake Okeechobee and which promote clean fresh and salt water bodies. The City also opposes any water quality proposals which would negatively impact our City.
4. The City of Bonita Springs supports State funding for projects which would advance enhanced transportation connectivity for pedestrian and bicyclists, as well as design and construction of additional Complete Streets.
5. The City of Bonita Springs believes in affordable insurance rates for our citizens. Towards that end, the City opposes any action or legislation, at any government level, that will have the effect of significantly increasing flood insurance rates.
6. The City of Bonita Springs supports efforts to provide State funding for local acquisition of preservation lands in the Density Reduction Groundwater Resource (DR/GR) areas of the City.
7. The City of Bonita Springs opposes any effort to allow fracking in and around the Southwest Florida area.
8. The City of Bonita Springs supports legislation that would allow parimutuel facilities within counties that have passed referendums to provide slot gaming.
9. The City of Bonita Springs supports implementation of the legislatively required study to determine hydrological boundaries of the Big Cypress Basin resulting in a larger district that includes the portion of Lee County within the watershed.
10. The City of Bonita Springs supports policies that protect the City's ability to make decisions that implement the City's vision and preserve our quality of life.

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

### For projects meeting the definition of House Rule 5.14

*Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request*

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:**
2. **Date of Submission:**
3. **House Member Sponsor:**
4. **Details of Amount Requested:**
  - a. Has funding been provided in a previous State budget for this activity?      Yes      No
  - b. What is the most recent fiscal year the project was funded?
  - c. Were the funds provided in the most recent fiscal year subsequently vetoed?      Yes      No      If vetoed, check if recurring and/or nonrecurring funds:      **Recurring**      **Nonrecurring**
  - d. Complete the following Project Request Worksheet to develop your request.

| FY:               | Input Prior Year Appropriation for this project for<br>FY 2022-23<br><i>(If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)</i> |                               |                          | Develop New Funds Request<br>for FY 2023-24<br><i>(Requests for additional RECURRING funds in Column E are prohibited.)</i> |                                 |                                                                    |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------|
| Column:           | A                                                                                                                                                          | B                             | C                        | D                                                                                                                           | E                               | F                                                                  |
| Funds Description | Prior Year Recurring Funds                                                                                                                                 | Prior Year Nonrecurring Funds | Total Funds Appropriated | Recurring Base Budget                                                                                                       | Additional Nonrecurring Request | <b>TOTAL</b><br>Recurring Base Budget +<br>Additional Nonrecurring |
| Input Amounts     |                                                                                                                                                            |                               |                          |                                                                                                                             |                                 |                                                                    |

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

e. Provide the total cost of the project for FY 2023-24 from all sources of funding (Enter "0" if amount is zero):

| Type of Funding                                                           | Amount | % of Total | Are the other sources of funds guaranteed in writing? |    |
|---------------------------------------------------------------------------|--------|------------|-------------------------------------------------------|----|
| 1. Amount Requested from the State in this Appropriations Project Request |        | %          |                                                       |    |
| 2. Federal                                                                |        | %          | Yes                                                   | No |
| 3. State (Excluding the requested Total Amount in #4d, Col F)             |        | %          | Yes                                                   | No |
| 4. Local                                                                  |        | %          | Yes                                                   | No |
| 5. Other                                                                  |        | %          | Yes                                                   | No |
| <b>TOTAL</b>                                                              |        | %          |                                                       |    |

5. Is this a multi-year project requiring funding from the state for more than one year?      Yes      No

a. How much state funding would be requested after 2023-24 over the next 5 years?

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

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6. Which is the most appropriate state agency to place an appropriation for the issue requested?

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted?      Yes      No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

7. Requester:

- a. First Name:      Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

8. Contact for questions about specific technical or financial details about the project.

- a. First Name:      Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None

- a. First Name:      Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

# **The Florida House of Representatives**

## **Appropriations Project Request - Fiscal Year 2023-24**

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10. Organization or Name of entity receiving funds:
  - a. Name:
  - b. County (County where funds are to be expended)
  - c. Service Area (Counties being served by the service(s) provided with funding)
  
11. What type of organization is the entity that will receive the funds?  
  
If other, please describe:
  
  
12. What is the specific purpose or goal that will be achieved by the funds being requested?

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

13. Provide specific details on how funds will be spent. (Select all that apply)

| Spending Category                                      | Description | Amount Requested<br>(Total should equal 4d,<br>Col. E) Enter '0' if request<br>is zero for the category |
|--------------------------------------------------------|-------------|---------------------------------------------------------------------------------------------------------|
| <b>Administrative Costs</b>                            |             |                                                                                                         |
| Executive Director/Project<br>Head Salary and Benefits |             |                                                                                                         |
| Other Salary<br>and Benefits                           |             |                                                                                                         |
| Expense/Equipment/<br>Travel/Supplies/Other            |             |                                                                                                         |
| Consultants/<br>Contracted Services/<br>Study          |             |                                                                                                         |
| <b>Operational Costs</b>                               |             |                                                                                                         |
| Salaries and Benefits                                  |             |                                                                                                         |
| Expenses/Equipment/<br>Travel/Supplies/Other           |             |                                                                                                         |
| Consultants/<br>Contracted Services/<br>Study          |             |                                                                                                         |
| <b>Fixed Capital Construction/Major Renovation</b>     |             |                                                                                                         |
| Construction/Renovation/<br>Land/Planning Engineering  |             |                                                                                                         |
| <b>Total Requested</b>                                 |             |                                                                                                         |

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

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14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

If other, please describe:

15. Is the project request an information technology project?      Yes      No      **Water projects skip to #16**
- a. Will this information technology project be managed within a state agency to support state agency program goals?      Yes      No
- b. What is the total cost (all years) to design and build the project?
- c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?
- d. Can the state agency fund the ongoing annual recurring costs within its current operating budget?      Yes      No
- e. What are the specific business objectives or needs the IT project is intended to address?
- f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?
16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support?      Yes      No  
Please describe:
17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?      Yes      No  
Please describe:

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

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18. Will the requested funds be used directly for services to citizens?      Yes      No      *Water projects skip to #19*
- a. What are the activities and services that will be provided to meet the purpose of the funds?
- b. Describe the direct services to be provided to the citizens by the funding requested.
- c. Describe the target population to be served (i.e., “the majority of the funds requested will serve these target populations or groups”). Select all that apply to the target population:
- |                                    |                                                                |
|------------------------------------|----------------------------------------------------------------|
| Elderly persons                    | Drug users (in health services)                                |
| Persons with poor mental health    | Preschool students                                             |
| Persons with poor physical health  | Grade school students                                          |
| Jobless persons                    | High school students                                           |
| Economically disadvantaged persons | University/College students                                    |
| At-risk youth                      | Currently or formerly incarcerated persons                     |
| Homeless                           | Drug offenders (in criminal Justice)                           |
| Developmentally disabled           | Victims of crime                                               |
| Physically disabled                | General (The majority of funds will benefit no specific group) |
| Other, please describe:            |                                                                |
- d. How many in the target population are expected to be served?

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

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19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

| Benefit or Outcome                                                      | Provide a specific measure of the benefit or outcome | Describe the method for measuring level of benefit or outcome |
|-------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------|
| Improve physical health                                                 |                                                      |                                                               |
| Improve mental health                                                   |                                                      |                                                               |
| Enrich cultural experience                                              |                                                      |                                                               |
| Improve agricultural production/<br>promotion/education                 |                                                      |                                                               |
| Improve quality of education                                            |                                                      |                                                               |
| Enhance/preserve/improve environmental or<br>fish and wildlife quality  |                                                      |                                                               |
| Protect the general public from<br>harm (environmental, criminal, etc.) |                                                      |                                                               |

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

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| Benefit or Outcome                                      | Provide a specific measure of the benefit or outcome | Describe the method for measuring level of benefit or outcome |
|---------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------|
| Improve transportation conditions                       |                                                      |                                                               |
| Increase or improve economic activity                   |                                                      |                                                               |
| Increase tourism                                        |                                                      |                                                               |
| Create specific immediate job opportunities             |                                                      |                                                               |
| Enhance specific individual's economic self sufficiency |                                                      |                                                               |
| Reduce recidivism                                       |                                                      |                                                               |
| Reduce substance abuse                                  |                                                      |                                                               |

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

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| Benefit or Outcome                               | Provide a specific measure of the benefit or outcome | Describe the method for measuring level of benefit or outcome |
|--------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------|
| Divert from Criminal/<br>Juvenile Justice System |                                                      |                                                               |
| Improve wastewater management                    |                                                      |                                                               |
| Improve stormwater management                    |                                                      |                                                               |
| Improve groundwater quality                      |                                                      |                                                               |
| Improve drinking water quality                   |                                                      |                                                               |
| Improve surface water quality                    |                                                      |                                                               |
| Other (Please describe)                          |                                                      |                                                               |

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

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**The questions below are additional questions for water projects only**

20. Have you applied for alternative state funding?

- a. Wastewater Revolving Loan
- b. Drinking Water Revolving Loan
- c. Small Community Wastewater Treatment Grant
- d. Other (Please describe)
- e. N/A

21. What is the population economic status?

- a. Financially Disadvantaged Municipality
- b. Rural Area of Critical Economic Concern
- c. Rural Community Experiencing Economic Distress
- d. N/A

22. What is the status of construction?

- a. Ready
- b. Not Ready

23. What percentage of construction has been completed?

24. What is the estimated completion date of construction?



# *Attestation*

## *Appropriations Project Request*

**THE ATTESTATION SHOULD BE COMPLETED AND SIGNED BY THE PRINCIPAL OFFICER OF THE ORGANIZATION OR ENTITY FOR WHICH AN APPROPRIATIONS PROJECT REQUEST FORM WAS SUBMITTED. THE PRINCIPAL OFFICER IS THE INDIVIDUAL RESPONSIBLE FOR IMPLEMENTING THE DECISIONS OF THE GOVERNING BODY OF THE ORGANIZATION OR ENTITY OR FOR SUPERVISING THE MANAGEMENT, ADMINISTRATION, OR OPERATION OF THE ORGANIZATION OR ENTITY.**

I am the \_\_\_\_\_ (title of principal officer) of \_\_\_\_\_ (organization or entity) for which an Appropriations Project Request Form was submitted. I have read such Form # \_\_\_\_\_ as published on the Florida House of Representatives website, and I verify that I am fully informed as to the information therein. I declare that all such information is true and accurate OR (check if correction attached) is true and accurate as corrected in the attached statement. I am authorized on behalf of the organization or entity listed above to and do consent to investigation of such information and any matter relevant thereto. I agree to provide all documents and other information requested by the House of Representatives as part of such investigation, including information that may be requested on the organization, ownership, and any beneficiary of the organization or entity on whose behalf project funding has been requested.

If any inaccuracies in the information contained in the Appropriations Project Request Form come to my attention, I agree to promptly contact the House Appropriations Committee.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print name: \_\_\_\_\_ Entity name: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

***The completed and signed attestation, as well as any subsequent letters of correction, should be e-mailed to the House Sponsor.***



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**
4. **Project/Program Description**

5. **State Agency to receive requested funds**  
State Agency contacted?      Yes      No

6. **Amount of the Nonrecurring Request for Fiscal Year 2023-2024**

| Type of Funding                    | Amount |
|------------------------------------|--------|
| Operations                         |        |
| Fixed Capital Outlay               |        |
| <b>Total State Funds Requested</b> |        |

7. **Total Project Cost for Fiscal Year 2023-2024 (including matching funds available for this project)**

| Type of Funding                                      | Amount | Percentage |
|------------------------------------------------------|--------|------------|
| Total State Funds Requested (from question #6)       |        | %          |
| <b>Matching Funds</b>                                |        |            |
| Federal                                              |        | %          |
| State (excluding the amount of this request)         |        | %          |
| Local                                                |        | %          |
| Other                                                |        | %          |
| <b>Total Project Costs for Fiscal Year 2023-2024</b> |        | %          |



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

8. **Has this project previously received state funding?** Yes No

If yes, provide the most recent instance:

| Fiscal Year<br>(yyyy-yy) | Amount    |              | Specific<br>Appropriation # | Vetoed |
|--------------------------|-----------|--------------|-----------------------------|--------|
|                          | Recurring | Nonrecurring |                             |        |
|                          |           |              |                             |        |

9. **Is future-year funding likely to be requested?** Yes No

- a. If yes, indicate nonrecurring amount per year.
- b. Describe the source of funding that can be used in lieu of state funding.

10. **Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic?** Yes No

If yes, indicate the amount of funds received and what the funds were used for.

## Complete questions 11 and 12 for Fixed Capital Outlay Projects

11. **Status of Project**

- a. What is the current phase of the project? Planning Design Construction
- b. Is the project "shovel-ready" (i.e. permitted)? Yes No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. **List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.**



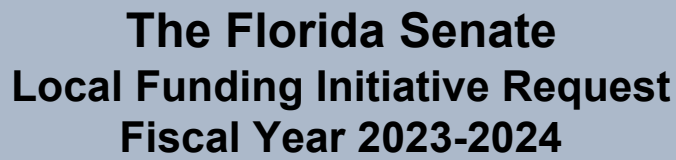
# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

#### 13. Details on how the requested state funds will be expended

| Spending Category                                                      | Description | Amount |
|------------------------------------------------------------------------|-------------|--------|
| <b>Administrative Costs:</b>                                           |             |        |
| Executive Director/Project Head Salary and Benefits                    |             |        |
| Other Salary and Benefits                                              |             |        |
| Expense/Equipment/Travel/Supplies/Other                                |             |        |
| Consultants/Contracted Services/Study                                  |             |        |
| <b>Operational Costs: Other</b>                                        |             |        |
| Salary and Benefits                                                    |             |        |
| Expense/Equipment/Travel/Supplies/Other                                |             |        |
| Consultants/Contracted Services/Study                                  |             |        |
| <b>Fixed Capital Construction/Major Renovation:</b>                    |             |        |
| Construction/Renovation/Land/Planning Engineering                      |             |        |
| <b>Total State Funds Requested (must equal total from question #6)</b> |             |        |





# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

#### 15. Requester Contact Information

- a. First Name Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
  - For-profit Entity
  - Non-Profit 501(c) (3)
  - Non-Profit 501(c) (4)
  - Local Entity
  - University or College
  - Other (please specify)
- d. First Name Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number Ext.



# **The Florida Senate**

## **Local Funding Initiative Request**

### **Fiscal Year 2023-2024**

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- Waste Water Revolving Loan
- Drinking Water Revolving Loan
- Small Community Wastewater Treatment Grant
- Other (please specify)
- N/A

**19. What is the population economic status?**

- Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- Rural Area of Economic Concern
- Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

***The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.***

**REQUESTED MOTION:** Presentation and request authorization for submission under the American Rescue Plan Act Grant

**REQUESTOR:** Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

**AGENDA:** City Manager's Items

**STRATEGIC PRIORITY:** #5 Strengthen/Enhance City Finances

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**BACKGROUND:**

The City has received \$7.24 million under the American Rescue Plan Act to assist governments in response and recovery related to the adverse impacts of the pandemic.

Based upon the final ruling, 100% of the City's allocation can be used for governmental services.

As previously directed by City Council, staff has developed a listing of contractual government services provided by the City during the allowable time frame.

Staff is requesting direction to submit these eligible grant expenditures. These funds will then be available for use on future governmental services including Capital Projects in the City's General Fund.

**STAFF RECOMMENDATION:** Receive presentation and provide direction to staff to submit the recommended eligible governmental services expenditures under the American Rescue Plan Act Grant.

**ATTACHMENTS:**

1. Presentation

---

**REVIEWERS:**

|                      |               |
|----------------------|---------------|
| City Manager:        | Arleen Hunter |
| City Attorney:       | Derek Rooney  |
| City Clerk:          | Debra Filipek |
| Department Director: | Lisa Roberson |

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_



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American Rescue Plan Act

# American Rescue Plan Act

- The City received \$7.24 million under the American Rescue Plan Act to assist governments in response and recovery related to the adverse impacts of the pandemic

# American Rescue Plan Act

- Final Ruling provided a **Major Simplification** for use of funds
- Standard Allowance was created for revenue loss due to pandemic up to \$10 million
- 100% City allocation of \$7.24 million can be used to fund ***Government Services***

# American Rescue Plan Act

- *Government Services* include any services traditionally provided by the government, unless excluded

# American Rescue Plan Act

Examples of *Government Services* specifically listed:

- Road building and maintenance, and other infrastructure
- General government administration, staff, and administrative facilities
- Environmental remediation
- Provision of police, fire and other public safety services
- Any other government services not specifically excluded from Government Services

# American Rescue Plan Act

Services excluded from Government Services and not permitted for funding:

- Deposits into pension funds
- Settlement or judgement payments
- Debt service or replenishing reserves
- Funding rainy day funds
- Directly or indirectly offset to a reduction in net tax revenue from March 3, 2021, to last day of fiscal year in which funds are spent

# American Rescue Plan Act

## *Grant Matching:*

- Under Revenue Loss the funds may be used to meet non-federal cost-sharing or matching requirements of federal programs

# American Rescue Plan Act

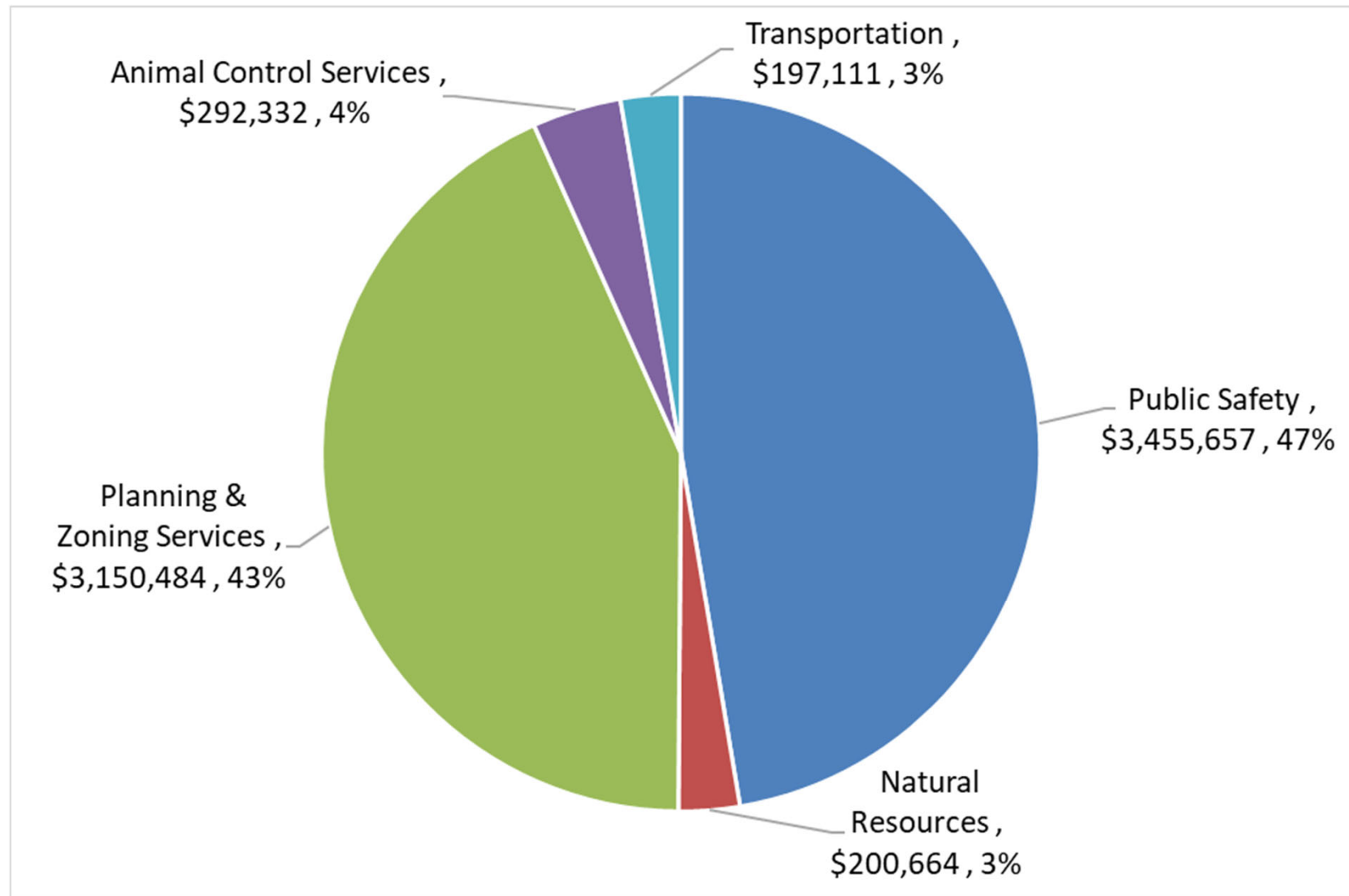
## *Timing of Expenditures:*

- Cost incurred, services provided, or funds obligated from March 3, 2021, to December 31, 2024

# Eligible Governmental Services

- As previously directed by City Council, staff has developed a listing contractual government services provided by the City during the allowable time frame

# Eligible Governmental Services



# American Rescue Plan Act

## Requesting Direction to staff

- Staff is requesting direction to submit these eligible Governmental Services expenditures
- Reimbursed funds will then be available for use on future Governmental Services including Capital Projects in the City's General Fund

Thank you....

City Council discussion and  
direction to Staff.