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

CITY COUNCIL
MEETING AGENDA

September 6, 2023
5:30 p.m.

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

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 1:00 p.m. on September 6, 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 City Clerk Mike Sheffield by calling (239) 949-6262 at least 48 hours prior to the meeting.

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

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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. Zoning and Land Use Items:

    A. (First Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO INCREASE THE RPD BOUNDARY BY 5.3 ± ACRES;

REMOVE THE NORTHEASTERN PRESERVE CONSISTING OF 0.62± ACRES AND INCREASE THE MANGROVE PRESERVE AREA FROM 3.51 ACRES TO 3.64 ACRES; REMOVE THE ALF/ILF/CCRC DEVELOPMENT OPTION (OPTION 1); ADD TOWNHOMES AND TWO-FAMILY ATTACHED HOMES TO THE SCHEDULE OF USES WITHIN THE RPD; ADD RPD DEVELOPMENT REGULATIONS FOR TOWNHOMES AND TWO-FAMILY ATTACHED HOMES; ADD A TRIP CONVERSION MATRIX TO ALLOW THE MULTI-FAMILY UNITS TO BE CONVERTED TO OTHER RESIDENTIAL TYPES WITH NO INCREASE TO PM PEAK HOUR TRIP GENERATION; MODIFY DEVIATION 8 AND DEVIATION 13 TO ADDRESS CHANGES IN BUILDING LAYOUT AND REMOVAL OF PRESERVE ACREAGE; ADD SIX NEW DEVIATIONS; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND PROVIDE FOR AN EFFECTIVE DATE. (Green Sheet No. 23-09-190)

9. Consent Agenda:

   A. Approval of the August 16, 2023, Draft City Council Meeting Minutes

   B. Confirm and ratify Resolutions Extending Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-09-183)

   C. Confirm and ratify Resolution No. 23-70 declaring a Local State of Emergency due to Tropical Storm Idalia. (Green Sheet No. 23-09-197)

   D. Approve Master Agreement with Portland State University and Task Order #1 which provides for the scoping, drafting, and adoption of the State-mandated Comprehensive Plan Amendments, as determined by the City's Evaluation and Appraisal Review (E.A.R.), as well as the scoping of any optional Comprehensive Plan amendments. (Green Sheet No. 23-09-185)

   E. Approve amendment #2 extending the contract expiration date between the City and Lee County Human and Veteran Services for the Community Development Block Grant CARES Act (CDBG-CV) funds for the Food Insecurity Program. (Green Sheet No. 23-09-188)

   F. Approve Resolution accepting the Selection Committee's recommendation to engage Trimmers Holiday Décor, Inc. in the amount of $84,000 for the City's Holiday Lighting 2023 and 2024 Downtown Bonita Springs Riverside Park and Surrounding Area (RFP 23-18) upon approval of all documentation. (Green Sheet No. 23-09-181)

G. Approve Resolution to accept the Selection Committee's recommendation to engage thirteen firms for the City's Miscellaneous Roadway and Bridge Services (CN 23-13). (Green Sheet No. 23-09-186)

H. Approve a Resolution to accept the Selection Committee's recommendation to engage two firms for the City's Water Quality Sampling and Flow Measurement Services (CN 23-17). (Green Sheet No. 23-09-187)

I. Approve purchase agreement to acquire vacant land for the Spring Creek Bonita Springs Golf Course Stormwater Project. (Green Sheet No. 23-09-194)

J. Approve Resolution and Change Order No. 2 for FEMA Public Assistance Grant Program Services related to Hurricane Ian reimbursement (Green Sheet No. 23-09-195)

- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

A. Consider an application for appointment to the Special Events Committee. (Green Sheet No. 23-09-182)

B. Consider two applications for appointment to the Art in Public Places Board. (Green Sheet No. 23-09-189)

11. Public Hearing:

A. SECOND READING AND PUBLIC HEARING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7- ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT, ARTICLE XII. - DOCK AND SHORELINE STRUCTURES; AND CHAPTER 9- DEFINITIONS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE. (Green Sheet No. 23-09-193)

B. SECOND READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM BORROWING NOT TO EXCEED $2,000,000 IN PRINCIPAL AMOUNT OF A DEBT OBLIGATION TO FINANCE CONTINUING GOVERNMENTAL OPERATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD

VALOREM REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE DEBT OBLIGATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-09-192)

12. City Attorney's Items:

    A. Approve Settlement Implementation Agreement and thirteen (13) resolutions of necessity for the acquisition and condemnation of parcels required for the Bonita Grande drive extnesion to the City's planned park facilities adjacent to the Larry Kiker Preserve. (Green Sheet No. 23-09-191)

13. City Manager's Items:

    A. Consider a request from the Café of Life to construct a pavilion/gazebo structure at Leitner Neighborhood Park. (Green Sheet No. 23-09-184)

    B. Presentation and review of the July Financial Report (Green Sheet No. 23-09-196)

    C. Update reagrding fiscal year 2023-2024 draft budget

    D. Update regarding Hurricane Idalia and Hurricane Ian recovery

14. Mayor and Council Member Reports

15. Public Comment

16. Adjournment

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-190
September 6, 2023

REQUESTED MOTION: (First Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO INCREASE THE RPD BOUNDARY BY 5.3 ± ACRES; REMOVE THE NORTHEASTERN PRESERVE CONSISTING OF 0.62± ACRES AND INCREASE THE MANGROVE PRESERVE AREA FROM 3.51 ACRES TO 3.64 ACRES; REMOVE THE ALF/ILF/CCRC DEVELOPMENT OPTION (OPTION 1); ADD TOWNHOMES AND TWO-FAMILY ATTACHED HOMES TO THE SCHEDULE OF USES WITHIN THE RPD; ADD RPD DEVELOPMENT REGULATIONS FOR TOWNHOMES AND TWO-FAMILY ATTACHED HOMES; ADD A TRIP CONVERSION MATRIX TO ALLOW THE MULTI-FAMILY UNITS TO BE CONVERTED TO OTHER RESIDENTIAL TYPES WITH NO INCREASE TO PM PEAK HOUR TRIP GENERATION; MODIFY DEVIATION 8 AND DEVIATION 13 TO ADDRESS CHANGES IN BUILDING LAYOUT AND REMOVAL OF PRESERVE ACREAGE; ADD SIX NEW DEVIATIONS; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND PROVIDE FOR AN EFFECTIVE DATE.

REQUESTOR: Jacqueline Genson, AICP, Community Development

AGENDA: Zoning and Land Use Items

STRATEGIC PRIORITY: N/A

BACKGROUND: This is the first reading of an amendment to the Bayview on Estero Bay CPD/RPD. The Applicant's request is to seek an amendment as follows:

1. Increase the RPD boundary by 5.3 ± acres;
2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. Remove the ALF/ILF/CCRC development option (Option 1);
4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. Add RPD development regulations for townhomes and two-family attached homes;
6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. Add six new deviations (signage and sidewalks); and
9. Modify the Master Concept Plan to provide for these changes.

The Applicant and Staff presentation is scheduled for the second reading. The second reading and public hearing is scheduled for October 4, 2023, in order to afford due process in accordance with the land development code and state law. The case was heard by the Zoning Board on August 15, 2023, with a recommendation to approve the request (4-2). The full staff report (with exhibits and attachments), Zoning Board meeting summary and minutes will be provided as part of the October 4, 2023 agenda item.

An updated staff report is included to supplement the entitlement history, minor changes to Condition 3 (heritage tree locations) and update the City Council public hearing second reading date.

STAFF RECOMMENDATION: Move to the second reading and public hearing.

ATTACHMENTS:

1. Staff Report with exhibits only
2. DRAFT Zoning Ordinance

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	John Dulmer

BONITA SPRINGS, FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

ZONING DIVISION

STAFF REPORT

TYPE OF CASE: AMENDMENT – PLANNED DEVELOPMENT

CASE NUMBER: PD22-94263-BOS

ZONING BOARD HEARING DATE: August 15, 2023

CITY COUNCIL HEARING DATES: September 6 and October 4, 2023

PLANNER: Jacqueline Genson, AICP

APPLICATION SUMMARY:

A. Applicant: LB Estero Bay Investments, LLC and LB Raptor Development, LLC

B. Agent: RVi Planning and Coleman, Yovanovich & Koester, P.A.

C. Request: A request to amend the Bayview on Estero Bay Residential Planned Development/Commercial Planned Development (RPD/CPD) to:

1. Increase the RPD boundary by 5.3 ± acres;
2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. Remove the ALF/ILF/CCRC development option (Option 1);
4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. Add RPD development regulations for townhomes and two-family attached homes;
6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. Add six new deviations; and
9. Modify the Master Concept Plan to provide for these changes.

D. Location: The property is located at the northwest corner of Coconut Road and Coconut Point Resort Drive. The Applicant indicates the STRAP numbers are: 074725B2010C30000, 074725B2010C10000, 074725B2010C20000, 074725B20100P00CE, and a portion of 074725B2000000010 (5.3 +/- acres).

E. Future Land Use Map Designation: The property is designated as City of Bonita Springs Coconut Village (26.38+/- acres), Resource Protection (4.13+/- acres), and Lee County Outlying Suburban (5.3+/- acres

F. Current Zoning: The property was rezoned by the City to a Commercial Planned Development (CPD)/ Residential Planned Development (RPD) pursuant to Zoning Ordinance (ZO) 20-06 and amended in 2021 to increase the residential tower building height and amend the schedule of uses to add a hotel/motel use and a 7,500 square foot restaurant open to the general public in ZO-21-03. An administrative amendment to the Master Concept Plan was approved in ADD21-86841 to shift the building closer to Estero Bay based on graphics presented to the City Council at the public hearing for ZO-21-03. Please see Attachment A for planned development zoning history.

G. The CPD/RPD is approved to allow for a Continuing Care Facility (CCF) containing a maximum of 300 Independent Living Facility (ILF) units and a seventy-five (75) bed Assisted Living Facility (ALF) OR 300 multi-family dwelling units, a 7,500 square foot restaurant in the RPD; AND seventy-two (72) wet boat slips, twenty-five (25) dry boat slips (15 on-site and 10 off-site in the Bayview II CPD), and one (1) public boat ramp in the CPD.

H. Current Land Use: The property is currently approved for the phased construction of 224 residential units, marina uses, and associated infrastructure. A local development order is pending for the restaurant and other changes in anticipation that this amendment may be approved.

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

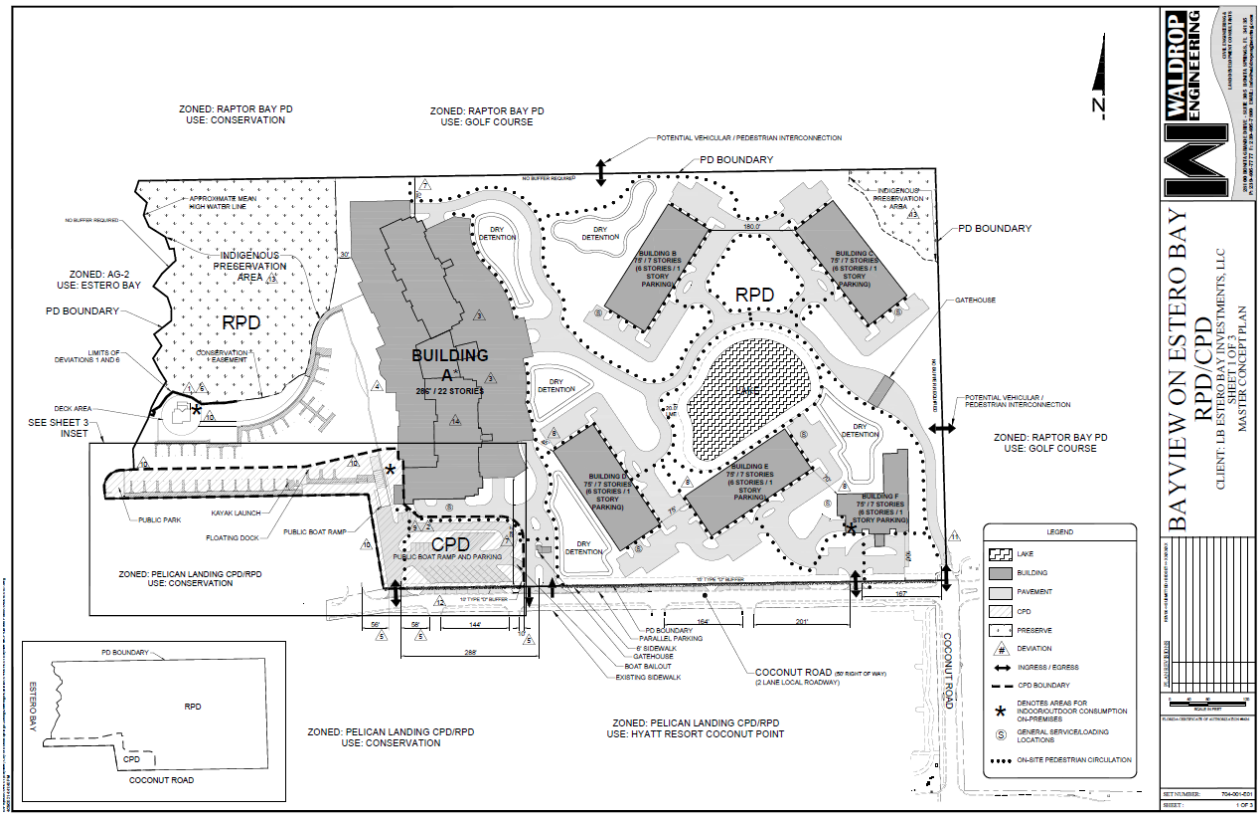
BACKGROUND:

Overview

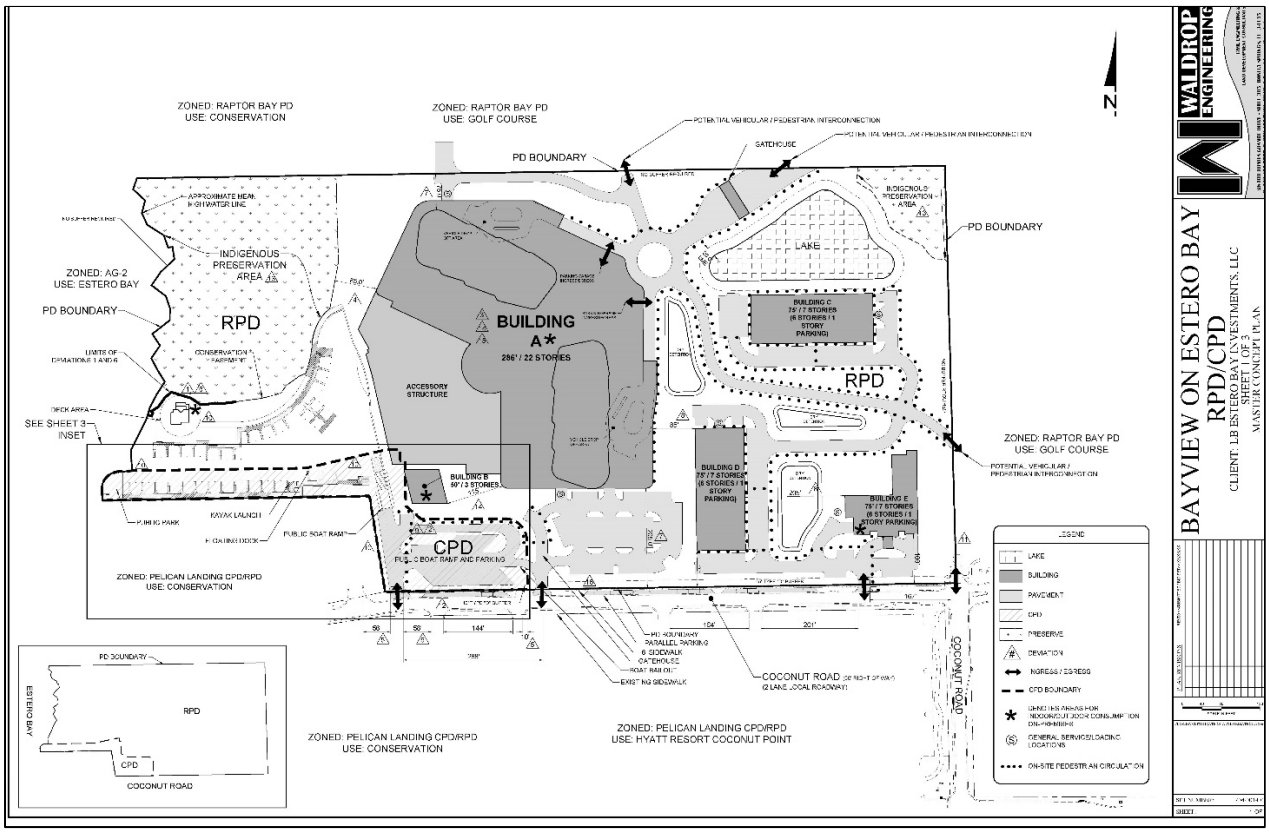
The Applicant purchased the Bayview property and submitted land use and rezoning petitions for the property in 2018, which were approved by City Council in 2020 and amended in 2021. The current zoning contemplates two (2) residential development scenarios, both of which include a public access component to Estero Bay.

The residential development scenarios for the RPD portion contemplated a Continuing Care Facility (CCF) containing a maximum of 300 Independent Living Facility (ILF) units and a seventy-five (75) bed Assisted Living Facility (ALF) OR up to 300 multi-family dwelling units. However, now that the local development order for the multi-family dwelling units is approved, the Applicant is requesting to eliminate the CCF development scenario. The RPD portion also includes a 7,500 square foot restaurant open to the public.

The CPD portion, which includes a public access component to Estero Bay, was approved for seventy-two (72) wet boat slips, twenty-five (25) dry boat slips (15 on-site and 10 off-site in the Bayview II CPD), and one (1) public boat ramp.



Approved Master Concept Plan (ZO-21-03) Source: Waldrop Engineering

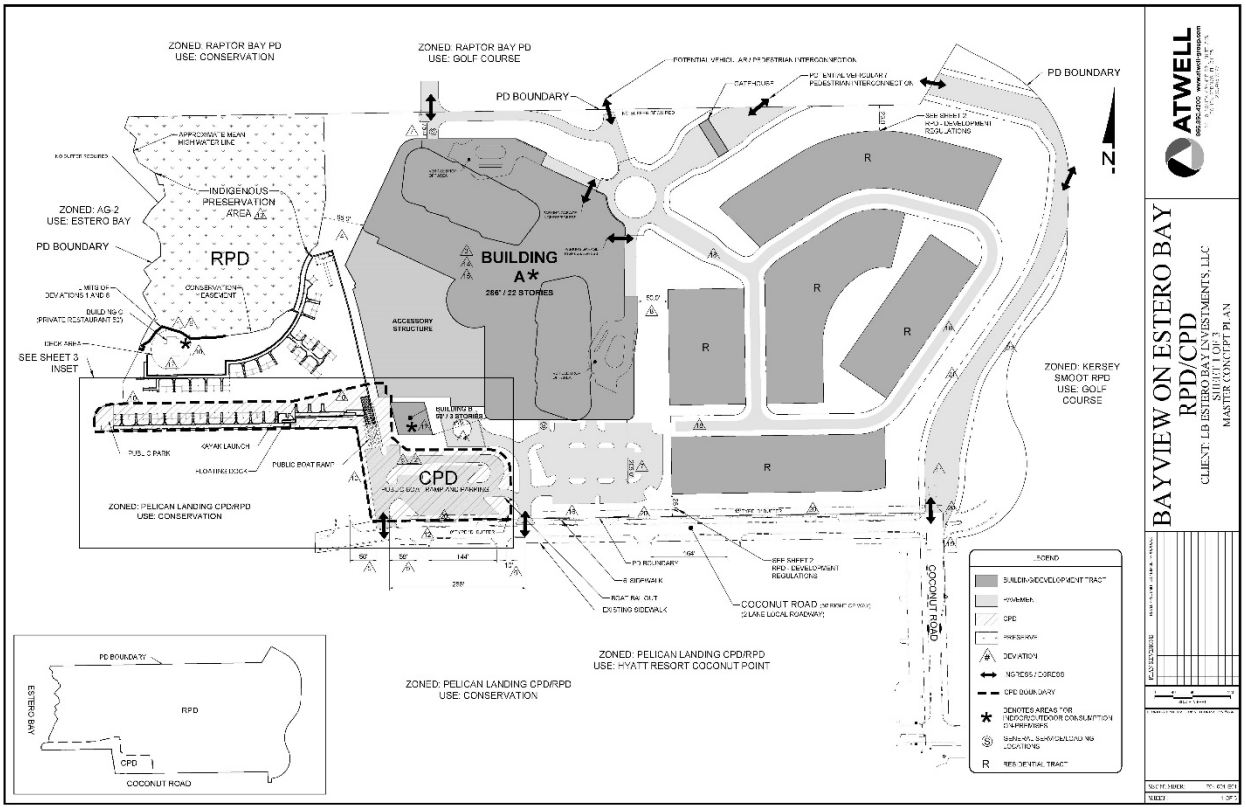


Most current approved Master Concept Plan (ADD21-86841-BOS) Source: Waldrop Engineering

The Applicant, under a different LLC (LB Bayview Development, LLC), purchased parcel directly north and east of Bayview, which is RPD Land Development Area F1 within the Pelican Landing RPD/CPD. The Applicant is requesting to add 5.3+/- acres from RPD Land Development Area F1, to the Bayview RPD/CPD. No additional dwelling units or intensity is requested, rather the Applicant will spread the remaining density over the remaining vacant Bayview RPD lands.

The Applicant is requesting to amend the Bayview on Estero Bay Residential Planned Development/Commercial Planned Development (RPD/CPD) as follows:

1. Increase the RPD boundary by 5.3 ± acres;
2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. Remove the ALF/ILF/CCRC development option (Option 1);
4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. Add RPD development regulations for townhomes and two-family attached homes;
6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. Add six new deviations (signage and sidewalks); and
9. Modify the Master Concept Plan to provide for these changes.



Proposed Master Concept Plan (2023) Source: Atwell, submitted by RVi Planning

Uses
The amendment seeks to modify the Schedule of Uses, with proposed changes shown in strikethrough (removal) and underline (new text) format. The modifications remove the ALF/ILF/CCRC development option (Option 1) and add Townhomes and Two-Family Attached.

Property Development Regulations and Deviations
All development is to be in accordance with the LDC Chapter 3 (Development Standards) and Chapter 4 (Zoning). This amendment request proposes to add development regulations for townhomes and two-family attached homes. These are included in amended **Condition 2b** and reflected in Sheet 2 of the Master Concept Plan**, Exhibit "B."**

Conditions and deviations set forth in the adopted zoning ordinances (ZO-20-06) augment certain development regulations such as development standards, buffering, deviations, and any associated conditions of approval. Deviations may be requested during the review process in accordance with LDC 4-326 and LDC 3-81(b). The amendment request includes amendments to two (2) of the sixteen (16) previously approved deviations (building separation and indigenous vegetation), and adds six (6) additional deviations for parking, sidewalks, and temporary signage. All deviations and associated justifications by the Applicant are included in the Applicant's Analysis in **Attachment "B."** The City Staff's analysis and recommendation on each of the deviation requests are included later in this staff report.

Comprehensive Plan Considerations
Additional Staff Analysis is included in **Attachment "A."** The Applicant's Analysis is included in **Attachment "B."**

Transportation Summary Analysis
The zoning was previously approved for up to 300 multiple-family dwelling units of which 224 have been approved as part of the local development order review process. This request will allow the remaining 76 multiple-family dwelling units to be developed as townhomes or two-family attached (villa style). A Traffic Impact Statement Memorandum was provided to evaluate a trip conversion matrix for multi-family units to the townhomes or two-family attached residential type. This would be permitted so long as there is no increase to the PM peak hour trip generation. It is still possible that this project may need to make on-site and off-site related improvements; however, that analysis will be performed at time of local development order. The City Staff will continue to include the Village of Estero and Lee Count Department of Transportation on all future application requests that have the potential to impact Coconut Road.

Conservation/Coastal Management Summary Analysis
The City of Bonita Springs is a coastal boating community and promotes the use of water-dependent uses. The Bonita Plan desires renovation of existing facilities over establishment of new facilities. The public water access and boating slips (wet and dry) provided with the redevelopment of this property were found to be consistent with the goals, objectives, and policies of the Conservation/Coastal Management Element of the Bonita Plan as part of the original zoning approval pursuant to Zoning Ordinance No. 20-06. No environmental changes to the CPD portion are proposed.

Resource and wetland protection will be decreased with the amended project design which proposes to remove the freshwater wetland in the northeast corner of the project. Additionally, there are substantial changes proposed to the stormwater management design. Prior to local development order approval, the applicant will be required to demonstrate that the project's stormwater management system has adequate capacity and design to treat the stormwater prior to discharge into the Estero Bay Aquatic Preserve.

The indigenous vegetation preservation amount will be decreased and impacted by this request (deviation 13). The project as proposed will only preserve half of the indigenous vegetation normally required by a large development.

Infrastructure Summary Analysis

The amendment request was distributed to the Community Development engineer and transportation engineer. All review disciplines had no objections to the request. As a result, it is the City Staff's opinion that the proposed project is consistent with the Infrastructure Element of the Bonita Plan.

CONCLUSIONS:

The following conclusions are based upon analysis of the submitted application reviewed for compliance with the Lee Plan, Bonita Plan and the City's LDC. **Attachment "A,"** which is attached hereto, and made a part hereof, demonstrates the type of analysis that was done. Submitted application materials and exhibits are included in **Attachment "B."**

Pursuant to the City's LDC, the applicant was required to hold two (2) neighborhood meetings. The first meeting was held on June 20, 2022, and a second meeting was held on June 12, 2023. Additional methods of public notice included mailed notices to properties within 375 feet of the property, rezoning property posting signs along Coconut Road and one on Estero Bay, and a legal liner ad in the Fort Myers News Press, for the Zoning Board public hearing.

The amendment request was evaluated by Community Development for planning, zoning, engineering, environmental, and transportation impacts. Lee County (Departments of Transportation and Natural Resources) also reviewed the request. The proposed development, as conditioned, is consistent with the requirements and standards of the Bonita Plan and the City's LDC. A detailed City Staff analysis is included in **Attachment "A"** of the Staff Report.

RECOMMENDATION:

The City Staff recommends **APPROVAL** of Petition PD22-94263-BOS Bayview on Estero Bay RPD/CPD which requests to amend Zoning Ordinance No. 20-06, as subsequently amended, to the Bayview on Estero Bay CPD/RPD to:

1. Increase the RPD boundary by 5.3 ± acres;
2. Remove the northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. Remove the ALF/ILF/CCRC development option (Option 1);
4. Add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. Add RPD development regulations for townhomes and two-family attached homes;
6. Add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. Modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. Add six new deviations; and
9. Modify the Master Concept Plan to provide for these changes.

This recommendation of **APPROVAL** is subject to the following conditions:

Conditions:

The amended zoning approval and master concept plan are subject to the following conditions:

1. Condition 1 of Zoning Ordinance No. 21-03 is amended as follows:

   The development and use of the property must be in substantial compliance with the Master Concept Plan stamped received ~~June 28, 2021~~ April 25, 2023, and titled "Bayview on Estero Bay" prepared by ~~Waldrop Engineering, P.A.~~ Atwell, LLC, and attached hereto (**Exhibit "B,"** Sheets 1-3), except as modified by the conditions herein.

   The total residential dwelling units may not exceed the approvals granted pursuant to Zoning Ordinance No. 20-06, which allowed for a maximum of ~~300 Independent Living Facility (ILF) units and a seventy-five (75) bed Assisted Living Facility (ALF) OR~~ 300 multi-family dwelling units; AND seventy-two (72) wet boat slips, twenty-five (25) dry boat slips (15 on-site and 10 off-site in the Bayview II CPD), and one (1) public boat ramp. However, ~~under the 300 multi-family unit option,~~ up to 120 multi-family dwelling units may be converted from multi-family dwelling units to hotel/motel units at the rate of one (1) multi-family unit to one (1) hotel/motel unit. The development also includes up to 7,500 square feet of restaurant uses that are open to the public. Additionally, the maximum 300 dwelling units may include townhomes and/or two-family dwelling unit types subject to the trip conversion matrix in **Exhibit "D."**

   The Applicant must provide a cumulative land development summary table as a part of any local development order application.

2. Condition 2 of Zoning Ordinance No. 20-06 is amended as follows:

   a. Schedule of Uses: **Exhibit "C"**
   b. The Development Regulations: See **Exhibit "B"**

3. Condition 4 Zoning Ordinance No. 20-06 is amended as follows:

   Environmental

   h. Open Space: ~~11.79~~ 13.91 acres of open space must be provided on the development order plans in compliance with LDC Chapter 3.

   i. Indigenous Preserve: A minimum of 3.64 acres of mangrove swamp shall be provided onsite and an additional 0.70 ~~4.13~~ acres of indigenous preserve must be provided on development order plans for RPD Land Development Area F1 (aka Raptor Bay) within the Pelican Landing RPD/CPD ~~in the general locations shown on Sheet 1 of the MCP. Final acreage is subject to change based upon final acreage for Commercial Planned Development and Residential Planned Development areas.~~

   k. Per Tree Advisory Board approval, fifteen (15) heritage oaks shall be transplanted to appropriate locations within the Raptor Bay (RPD Land Development Area F1), Kersey Smoot (immediately adjacent to Bayview), or

Bayview planned developments and the remaining four oaks and slash pine heritage trees on the eastern boundary of the project shall be retained in place. Should any of the transplanted or retained trees die, they shall be replaced with twenty-foot tall trees of similar species.

4. Deviation 17 is approved subject to the following.

    a. Building C does not require any parking as it is a private accessory restaurant available for use by the residents of Saltleaf and their registered guests.
    b. At time of local development order, the applicant shall demonstrate that the restaurant has sufficient parking by use of a valet service on-site in the RPD tract or at the Bayview II CPD. Conversely, the applicant may submit a Reduction in Parking Analysis in accordance with LDC Sec. 4-1735 to adjust the parking rate at time of local development order or at building permit.

5. In support of Deviation 18, at time of local development order, except as provided herein, all required multimodal and complete streets facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, must meet or exceed the specifications and design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, as amended; the City of Bonita Springs Complete Streets Ordinance; and City of Bonita Springs Long Range Bicycle/Pedestrian Master Plan, as may be amended; and all applicable design standards except as required by the Estero Fire Control and Rescue District and National Fire Protection Association (NFPA).

6. Deviations 19-22 are approved subject to **Exhibit "E"-Temporary Signage and Graphics**.

7. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of Development Order and Constructions Plan approval. Approval of this Planned Development is not a guarantee of future approvals.

8. All terms and conditions of Zoning Ordinance No. 20-06 and Zoning Ordinance No. 21-03 remain in full force and effect, unless specifically modified by this amendment or other preceding actions.

Deviations:

Deviations may be requested during the review process in accordance with LDC 4-326. The Zoning Board and City Council may recommend to approve as requested, approve with modification, or reject each requested deviation based upon a finding that each item:

1. Enhances the achievement of the objectives of the planned development; and
2. Preserves and promotes the general intent of this chapter to protect the public health, safety, and welfare.

The Bayview on Estero Bay CPD/RPD has sixteen (16) approved deviations. This amendment request modifies two (2) of the existing deviations and adds six (6) new deviation requests. All deviations and associated justifications by the Applicant are included in the Applicant's

Analysis in Attachment **"B."** The City Staff's analysis and recommendation on each deviation request is as follows:

1. Deviation 1 seeks relief from LDC Section 3-417(6), setbacks, which requires a minimum thirty (30) foot setback from all preserve (wildland) areas for buildings and accessory structures for the purposes of fire protection, to permit principal and accessory structures to be located fifteen (15) feet from a preserve. **NO CHANGE REQUESTED.**

2. Deviation 2 seeks relief from LDC Section 3-418(d)(7), buffering adjacent property, which requires that all freestanding parking areas, whether commercial, public, or private, not associated with other development must provide a Type "D" buffer for the right-of-way and Type "C" buffer if they abut single-family residential or multiple-family residential uses or zoning, to permit the marina CPD area to provide no internal buffer between the proposed commercial and residential uses. **NO CHANGE REQUESTED.**

3. Deviation 3 seeks relief from LDC Section 4-1732(4)(n)1. and 2., Recreation facilities, indoor, 1. Gymnasiums, health clubs and similar type recreational establishments wherein large floor areas are required to accommodate equipment for individual users. Four (4) parking spaces per 1,000 square feet of total floor area. 2. All other indoor recreational facilities not specifically listed: One (1) parking space per 100 square feet of total floor area, to permit indoor recreational parking requirements to be calculated at one (1) space per 1,000 square feet of floor area. **NO CHANGE REQUESTED.**

4. Deviation 4 seeks relief from LDC Section 4-303, duration of rights conferred by adopted Master Concept Plan, which remain valid for five years from the date the Planned Development was approved by City Council, to permit the Bayview on Estero Bay Master Concept Plan to remain valid for ten (10) years from the date of City Council approval. **NO CHANGE REQUESTED.**

5. Deviation 5 seeks relief from LDC Section 3-291(a)(1), connection separation, which requires a 125-foot motor vehicle entrance separation on local roadways, to allow for a minimum separation of ten (10) feet between the project entrance and existing driveways south of Coconut Road as shown on the MCP. This deviation request is from the technical standards for specific sections in LDC Chapter 3 and can be approved administratively. **NO CHANGE REQUESTED.**

6. Deviation 6 seeks relief from LDC Section 3-417(b)(1)a., which requires a minimum thirty (30) foot setback from indigenous native vegetation to any habitable structure, to permit a fifteen (15) foot setback from indigenous native vegetation to any habitable structure. **NO CHANGE REQUESTED.**

7. Deviation 7 seeks relief from LDC Section 4-741(b), which requires all buildings and structures to be setback from the development perimeter a distance equal to the greater of one-half the height of the building or structure, to allow Building A within the Bayview on Estero Bay RPD/CPD to be setback from the development perimeter at a distance equal to the distances as shown on the MCP, with seventy-five (75) feet being the smallest distance. Buildings seventy-five (75) feet or less must comply with the LDC, or one-half the height of the building. **NO CHANGE REQUESTED.**

8. Deviation 8 seeks relief from LDC Section 4-741(d)(4), minimum separation of buildings, which requires where there are two (2) or more principal buildings on a development tract, the minimum separation of buildings shall be one-half the sum of their heights, or twenty (20) feet, whichever is greater, to allow the minimum building separation between Buildings A1 and A2 to be twenty (20) feet, and the minimum separation between Buildings A and the low-rise residential (height of 75 feet or less) to be forty-five (45) feet, and 115' from Buildings A and Building B.

   Justification: This was a previously approved deviation based on the building height approved pursuant to ZO-20-06 for Building A, as amended in ZO-21-03 for Buildings A (A1 and A2). This deviation is amended to reflect the change from mid-rise residential development to low-rise development (townhouse and two-family attached). This also clarifies the building separation of Buildings A to the restaurant (Building B). Similar to Deviation 7, the City Staff agrees that the intent of this standard is for compatibility purposes relative to spatial distancing. As previously stated, the Applicant states the site design maximizes public access to the marina and preserves on-site wetlands. The site design places the tallest buildings closest to the waterfront to maximize views of Estero Bay and the remaining low-rise buildings to the east. The Applicant states that its architectural elevations and perspective views from the surrounding area demonstrate the proposed project will allow for an attractive development that is of a consistent height and development form when compared to mid- and high-rise buildings in the area. The City Staff has no objection to the request, subject to review and approval by the building department and Estero Fire Rescue. The City Staff recommends **APPROVAL** of the deviation request.

9. Deviation 9 seeks relief from LDC Section 4-1723, which requires all residential and non-residential uses to provide off-street parking spaces in accordance with specific regulations, to allow for off-site parking for the CPD, which is for the public use, as shown on the MCP. **NO CHANGE REQUESTED.**

10. Deviation 10 seeks relief from LDC Section 7-381(4), setbacks for multi-slip docking facilities, which requires docking facilities to be setback a minimum of twenty-five (25) feet from side lot lines, to allow for a zero (0) foot setback along the southern PD boundary/side lot line. **NO CHANGE REQUESTED.**

11. Deviation 11 seeks relief from LDC Section 4-741(b)(2), property development regulations, which requires that parking or internal roads or drives may not be closer to the development perimeter than the width of any buffer area or landscape strip, or five (5) feet, to allow parking and internal roads to be less than five (5) feet from the development perimeter only in areas identified on the MCP. **NO CHANGE REQUESTED.**

12. Deviation 12 seeks relief from LDC Section 3-418(d)(3), landscape buffers, which requires a fifteen (15) foot Type "D" landscape buffer for commercial to right-of-way, to allow a ten (10) foot Type "D" buffer where the public accessible boat ramp and parking abut Coconut Road. **NO CHANGE REQUESTED.**

13. Deviation 13 seeks relief from LDC Section 3-417(b)(1)a, indigenous vegetation, which requires large development to provide 50% of their open space requirement through on-

site preservation of existing native vegetative communities, thus requiring Bayview on Estero Bay to provide 6.96 acres of indigenous preservation, to allow the project to satisfy this requirement through 3.64 acres of on-site indigenous mangrove swamp.

Justification: The revised and expanded Planned Development is requesting to further modify this deviation from the LDC Section that implements Policy 7.2.2 of the Conservation/Coastal Management Element of the comprehensive plan regarding indigenous vegetation preservation. The applicant would provide 3.32 acres less than typically required. The applicant's justification is that the high-quality mangrove swamp being preserved and the offsite mitigation of the 0.62 acre freshwater wetland required by the South Florida Water Management District suffices for this requirement. The City Staff did not initially recommend approval of the deviation request; however, post sufficiency discussions with the applicant have led to a general agreement to recommend approval subject to **Condition 3 (ZO-20-06 amended Condition 4.i.).**

14. Deviation 14 seeks relief from LDC Section 4-743, commercial uses in RPD zoning districts, which requires a minimum of 301 dwelling units to allow for 7,500 square feet of commercial uses in the RPD zoning district, to allow for 7,500 square feet of commercial uses with 300 dwelling units. **NO CHANGE REQUESTED.**

15. Deviation 15 seeks relief from LDC Section 4-739, Permitted Uses in Planned Development zoning districts, which does list not list the hotel/motel uses within Table 4-740 within the RPD zoning district. **NO CHANGE REQUESTED.**

16. Deviation 16 seeks relief from LDC Section 4-743(5), Commercial uses in RPD and MHPD districts, which prohibits signs for commercial uses other than project sales to be visible from the perimeter of the project, to allow for signage associated with the proposed restaurant to be visible from Coconut Road. **NO CHANGE REQUESTED.**

17. Deviation 17 is a new deviation request that seeks relief from LDC Section 4-1732(2)(m)2., Restaurants/Bakeries. Whereas when a restaurant is located within the same building as the principal use and is clearly provided primarily for the employees and customers of the principal use, no additional parking spaces are required. In all other cases, parking will be as follows: The minimum requirement is 14 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate, to allow for no additional parking to be required for the accessory private restaurant within Building C and to allow for 7 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate for the public restaurant located within Building B when a valet program is provided.

    Justification: Staff agrees with the Applicant's justification that the private restaurant complies with the intent of the LDC as this is an accessory use that has been conditioned to be primarily for residents of the project and its employees creating no additional parking needs. Staff also has no objection to the reduction in parking ratio for the outdoor seating as proposed. Staff agrees that a parking valet, multi-modal infrastructure, and the use of ride-share programs may reduce typical off-street parking needs, but no data has been provided to support a 50% reduction. Staff supports the use of a valet program on the RPD site and the Bayview II CPD site in Lee County that demonstrates the restaurant can be

parked at the 14 spaces/1,000SF rate. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 4**.

18. Deviation 18 seeks relief from LDC Section 3-303(b)(iii)(d), which requires local private roadways to provide a minimum bike lane width of 5 feet, and a minimum sidewalk width of 6 feet on both sides of the right-of-way, to allow 5-foot sidewalks along both sides of the roadway within the residential tract area to the east of Building A. The deviation also requests no marked bike lanes subject to the provision of signage indicating the roadway is shared.

    Justification: As requested by the Applicant, this proposed deviation (Deviation 18), seeks a one (1) foot reduction of sidewalk widths and the employment of cycle usage (shared roadway) signage. This request would only apply to the looped interior roadways serving the residential tract area(s) on the MCP (just to the east of "Building A'). Due to the low speed and residential environment of the development this nominal decrease in sidewalk widths (shared roadway) signage residential environment should not negatively impact public health, safety, or welfare. Additionally, the proposal would have a slight, but positive impact associated with additional impervious areas and heat reflecting materials, while still allowing for appropriate pedestrian and bike facilities to serve residents, and visitors. Staff has no objections to the deviation as requested. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

Deviations 19-22 seek relief from the LDC Chapter 6 Sign Code for a temporary signage plan (**Exhibit "E**"). These deviations are requested separately in case the City does not recommend approval of all deviation requests for the signage plan. There are examples of new commercial development and residential community's implementing temporary signage to market and garner positive attention with redevelopment efforts (Lakewood Ranch, Town of Ave Maria, new Bonita Downtown Construction signage). The signage is all based on context. This part of the City has limited access and the proposed signage is designed to inform the public and interested parties of this redevelopment project, which includes public access amenities and private residential uses. As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare.

19. **Deviation 19** seeks relief from LDC Section 6-112 (4), On-site directional signs, which allows a permanent wall or ground mounted sign along any interior collector street at the interconnections with other interior streets at maximum of 10 square feet in sign area not to exceed six feet in height above the crown of the abutting street, and set back am minimum of 15 feet from the edge of the street right-of-way or easement ; **TO ALLOW FOR** one (1) temporary on-site directional sign to be installed near the intersection of Coconut Road and Coconut Resort Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, to not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

    Justification: Chapter 6- Signs of the City's LDC includes a section for temporary and permanent residential signs. The Applicant's request does not meet any of the size and timeframes for their desired temporary signage marketing plans. This part of the City has limited access and the proposed signage is designed to inform the public and interested parties of this redevelopment project, which includes public access amenities and private

residential uses. As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

20. **Deviation 20** seeks relief from Section 6-111 (4), Temporary Signs, Announcement Signs, which allows for one (1) ground mounted sign per street frontage at a maximum of 32 square feet in sign area not to exceed six (6) feet in height above the crown of the abutting street and limited to being posted for a 180-day period before continued use of the sign is subject to approval by the building official; **TO ALLOW FOR** a continuous Announcement Sign along the construction fence to be installed along Coconut Road and near the intersection of Coconut Road Coconut Resort Point Resort Drive(approximately 1,320 linear feet), as identified on the "Temporary Signage & Graphics" Exhibit, not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

    Justification: Chapter 6- Signs of the City's LDC includes a section for temporary signs. The Applicant's request does not meet any of the size and timeframes for their desired temporary signage marketing plans. This part of the City has limited access and the proposed signage is designed to inform the public and interested parties of this redevelopment project, which includes the marina with public access amenities. The signage request is comparable to signage one would see in urban environments and is generally consistent with the new Bonita Downtown Construction signage that the City Council just approved. As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

21. **Deviation 21** seeks relief from LDC Section 6-112 (4), On-site directional signs, which allows a permanent wall or ground mounted sign along any interior collector street at the interconnections with other interior streets at maximum of 10 square feet in sign area not to exceed six feet in height above the crown of the abutting street, and set back a minimum of 15 feet from the edge of the street right-of-way or easement; **TO ALLOW FOR** a temporary on-site directional sign as part of a continuous construction fence to be installed along a portion of Coconut Resort Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, not to exceed eight (8) feet in height, to be setback 1-foot from the right- of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

    Justification: Chapter 6- Signs of the City's LDC includes a section for temporary signs. The Applicant's request does not meet any of the size and timeframes for their desired temporary signage marketing plans. This part of the City has limited access and the proposed signage is designed to inform the public and interested parties of this redevelopment project, which includes the marina with public access amenities in addition to the residential development. The signage request is comparable to signage one would see in urban environments and is generally consistent with the new Bonita Downtown Construction signage that the City Council just approved. As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

22. **Deviation 22** seeks relief from LDC Section 6-111 (b)(6)(a)(1)(iii), Temporary Signs, Real Estate, for any property ten acres or more in size, which allows for one (1) non-illuminated real estate sign per every 330 linear feet or major fraction on any one street, at a maximum of 32 square feet in sign area not to exceed six (6) feet in height above the crown of the abutting street, and setback a minimum of 15 feet from the right-of way line and 15 feet from the side lines; **TO ALLOW FOR** up to ten (10) non-illuminated real estate signs at one (1) sign per every 10 linear feet along Coconut Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, not to exceed 28 SF per sign (4'x7'), to be setback 1-foot from the edge of pavement of private easement, not to exceed eight (8) feet in height above the crown of the abutting street for each sign, and posted for a 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

    Justification: Chapter 6- Signs of the City's LDC includes a section for temporary signs. The Applicant's request does not meet their desired temporary signage marketing plan for this section of roadway. There are examples of new residential community's implementing temporary signage to market the brand of a community such as Lakewood Ranch and the Town of Ave Maria. The section of roadway is located internal to the Hyatt Coconut Pointe Resort (timeshares) and the new Saltleaf Community (aka Bayview Towers). As designed it will enhance the redevelopment efforts and not cause a detriment to public health, safety, and welfare. The City Staff recommends **APPROVAL** of the deviation request subject to **Condition 5**.

SUBJECT PROPERTY:

The Applicant indicates the STRAP numbers are: 074725B2010C30000, 074725B2010C10000, 074725B2010C20000, 074725B20100P00CE, and a portion of 074725B2000000010 (5.3 +/- acres)

EXHIBITS:

A. Legal Description and Sketch of the Subject Property stamped August 16, 2022
B. Master Concept Plan stamped received April 26, 2023
C. Schedule of Uses stamped received August 16, 2022
D. Traffic Impact Statement Memorandum (Trip Conversion Matrix) dated July 20, 2022
E. Temporary Signage and Graphics stamped received February 10, 2023

ATTACHMENTS:

A. Staff Informational Analysis
    i. Background and Informational Analysis
    ii. Current Zoning: Zoning Ordinance No. 20-06, Zoning Ordinance No. 21-03, and ADD21-86841-BOS
    iii. Bayview II CPD, Lee County Zoning Resolution No. 19-024
    iv. Public Notice Responses
B. Applicant's Informational Analysis
    i. Application
    ii. Request and Bonita Plan and LDC Consistency Narrative
    iii. Schedule of Deviations
    iv. Archaeological Information
    v. Surface Water Management Narrative
    vi. Protected Species Survey Report

vii. Environmental Assessment Mapping
viii. Heritage Tree Information
ix. Agency Permit Information (ERP, Mitigation, and Conservation Easement)
x. Pre-filing and Post-sufficiency Neighborhood Meeting Information

RHODES & RHODES LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163

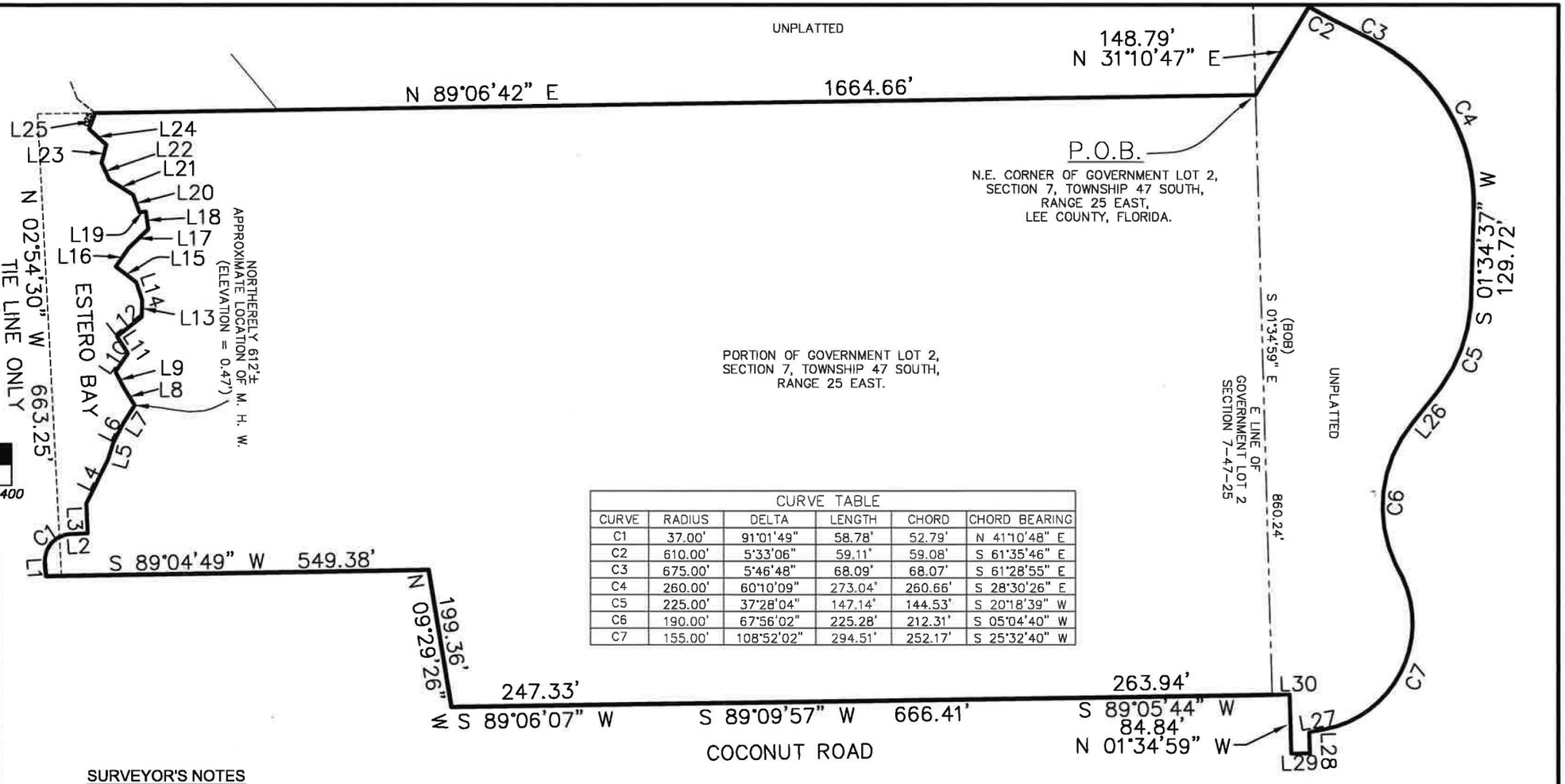
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 31°10'47" EAST, A DISTANCE OF 148.79 FEET TO A POINT ON A NON-TANGENTIAL CURVE, THE SAME BEING A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN CITY OF BONITA SPRINGS, FLORIDA ORDINANCE NUMBER 14-10 (ANNEXATION AREA); THENCE RUN THE FOLLOWING ELEVEN (11) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: SOUTHEASTERLY, 59.11 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 610.00 FEET, THROUGH A CENTRAL ANGLE OF 05°33'06" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 61°35'46" EAST, 59.08 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 2: SOUTHEASTERLY, 68.09 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 675.00 FEET, THROUGH A CENTRAL ANGLE OF 05°46'48" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 61°28'55" EAST, 68.07 FEET TO A POINT OF COMPOUND CURVATURE; COURSE NO. 3: SOUTHEASTERLY, 273.04 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 60°10'09" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 28°30'26" EAST, 260.66 FEET; COURSE NO. 4: SOUTH 01°34'37" WEST, 129.72 FEET TO A POINT OF CURVATURE; COURSE NO. 5: SOUTHERLY, 147.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 37°28'04" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°18'39" WEST, 144.53 FEET; COURSE NO. 6: SOUTH 39°02'41" WEST, 55.64 FEET TO A POINT OF CURVATURE; COURSE NO. 7: SOUTHERLY, 225.28 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 67°56'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 05°04'40" WEST, 212.31 FEET TO A POINT OF REVERSE CURVATURE; COURSE NO. 8: SOUTHWESTERLY, 294.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 155.00 FEET, THROUGH A CENTRAL ANGLE OF 108°52'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 25°32'40" WEST, 252.17 FEET; COURSE NO. 9: SOUTH 79°58'40" WEST, 20.35 FEET; COURSE NO. 10: SOUTH 01°34'59" EAST, 30.27 FEET; COURSE NO. 11: SOUTH 88°25'01" WEST, 26.60 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3421, PAGES 1095 THROUGH 1097 (INCLUSIVE) OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 01°34'59" WEST, 84.84 FEET; COURSE NO. 2: SOUTH 89°05'44" WEST, 25.00 FEET TO A POINT ON THE EAST LINE OF AFORESAID GOVERNMENT LOT 2; COURSE NO. 3: SOUTH 89°05'44" WEST, 263.94 FEET; COURSE NO. 4: SOUTH 89°09'57" WEST, 666.41 FEET; COURSE NO. 5: SOUTH 89°06'07" WEST, 247.33 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2013000046383, PUBLIC RECORDS OF SAID LEE

COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY BOUNDARY OF SAID LANDS, NORTH 09°29'26" WEST, A DISTANCE OF 199.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE AFOREMENTIONED GOVERNMENT LOT 2; THENCE RUN ALONG SAID SOUTH LINE, SOUTH 89°04'49" WEST, A DISTANCE OF 549.38 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF ESTERO BAY, A PORTION OF WHICH IS DEPICTED ON THE MEAN HIGH WATER LINE SURVEY PUBLISHED ON LABINS.ORG WITH A FILE NUMBER OF 3955; THENCE RUN THE FOLLOWING TWENTY-SIX (26) COURSES ALONG SAID MEAN HIGH WATER LINE; COURSE NO. 1: NORTH 04°20'07" WEST, 20.32 FEET TO A POINT OF CURVATURE; COURSE NO. 2: NORTHEASTERLY, 58.78 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 37.00 FEET, THROUGH A CENTRAL ANGLE OF 91°01'49" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 41°10'48" EAST, 52.79 FEET; COURSE NO. 3: NORTH 86°41'42" EAST, 27.12 FEET; COURSE NO. 4: NORTH 02°55'05" WEST, 42.33 FEET; COURSE NO. 5: NORTH 26°29'03" EAST, 70.54 FEET; COURSE NO. 6: NORTH 16°57'58" EAST, 25.61 FEET; COURSE NO. 7: NORTH 27°24'40" EAST, 30.64 FEET; COURSE NO. 8: NORTH 32°41'07" EAST, 30.95 FEET; COURSE NO. 9: NORTH 31°39'00" WEST, 28.71 FEET; COURSE NO. 10: NORTH 27°55'11" WEST, 27.16 FEET; COURSE NO. 11: NORTH 34°26'15" EAST, 31.67 FEET; COURSE NO. 12: NORTH 33°01'33" WEST, 28.69 FEET; COURSE NO. 13: NORTH 51°49'10" EAST, 45.55 FEET; COURSE NO. 14: NORTH 00°51'32" EAST, 24.70 FEET; COURSE NO. 15: NORTH 18°39'48" WEST, 26.16 FEET; COURSE NO. 16: NORTH 52°34'24" WEST, 37.09 FEET; COURSE NO. 17: NORTH 34°26'11" EAST, 32.46 FEET; COURSE NO. 18: NORTH 46°19'16" EAST, 39.48 FEET; COURSE NO. 19: NORTH 08°44'41" WEST, 25.22 FEET; COURSE NO. 20: SOUTH 84°00'07" WEST, 9.13 FEET; COURSE NO. 21: NORTH 19°32'28" WEST, 26.60 FEET; COURSE NO. 22: NORTH 58°00'06" WEST, 40.29 FEET; COURSE NO. 23: NORTH 24°17'22" WEST, 26.88 FEET; COURSE NO. 24: NORTH 14°40'26" EAST, 26.80 FEET; COURSE NO. 25: NORTH 47°27'15" WEST, 33.60 FEET; COURSE NO. 26: NORTH 21°04'32" EAST, 24.61 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE RUN ALONG SAID NORTH LINE, NORTH 89°06'42" EAST, A DISTANCE OF 1,664.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,561,366 SQUARE FEET OR 35.844 ACRES, MORE OR LESS.



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	37.00'	91°01'49"	58.78'	52.79'	N 41°10'48" E
C2	610.00'	5°33'06"	59.11'	59.08'	S 61°35'46" E
C3	675.00'	5°46'48"	68.09'	68.07'	S 61°28'55" E
C4	260.00'	60°10'09"	273.04'	260.66'	S 28°30'26" E
C5	225.00'	37°28'04"	147.14'	144.53'	S 20°18'39" W
C6	190.00'	67°56'02"	225.28'	212.31'	S 05°04'40" W
C7	155.00'	108°52'02"	294.51'	252.17'	S 25°32'40" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.32'	N 04°20'07" W
L2	27.12'	N 86°41'42" E
L3	42.33'	N 02°55'05" W
L4	70.54'	N 26°29'03" E
L5	25.61'	N 16°57'58" E
L6	30.64'	N 27°24'40" E
L7	30.95'	N 32°41'07" E
L8	28.71'	N 31°39'00" W
L9	27.16'	N 27°55'11" W
L10	31.67'	N 34°26'15" E
L11	28.69'	N 33°01'33" W
L12	45.55'	N 51°49'10" E
L13	24.70'	N 00°51'32" E
L14	26.16'	N 18°39'48" W
L15	37.09'	N 52°34'24" W
L16	32.46'	N 34°26'11" E
L17	39.48'	N 46°19'16" E
L18	25.22'	N 08°44'41" W
L19	9.13'	S 84°00'07" W
L20	26.60'	N 19°32'28" W
L21	40.29'	N 58°00'06" W
L22	26.88'	N 24°17'22" W
L23	26.80'	N 14°40'26" E
L24	33.60'	N 47°27'15" W
L25	24.61'	N 21°04'32" E
L26	55.64'	S 39°02'41" W
L27	20.35'	S 79°58'40" W
L28	30.27'	S 01°34'59" E
L29	26.60'	S 88°25'01" W
L30	25.00'	S 89°05'44" W

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON THE EAST LINE OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING SOUTH 01°34'59" EAST AND RELATES TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

NOT A SURVEY

ABBREVIATIONS
P.O.B. = POINT OF BEGINNING
BOB = BASIS OF BEARING
PSM = PROFESSIONAL SURVEYOR AND MAPPER
LB = LICENSED BUSINESS

BY: _____ JOHN SCOTT RHODES PSM # 5739

SKETCH AND DESCRIPTION

CERTIFIED TO:
LB ESTERO BAY INVESTMENTS, LLC
LB RAPTOR INVESTMENTS, LLC
CITY OF BONITA SPRINGS

RHODES & RHODES
LAND SURVEYING, INC.
LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FL 34135
(239) 405-8166 (239) 405-8163 FAX

bk:	pg:	date: JULY 11, 2022
		scale: 1" = 200'
		cogo #: N/A

design:
drawn: RWC
checked: JSR
acad #: 2022-565
view: PLOT
project#: 2022-565
sheet #: 3 of 3
file #: 2022-565 SKETCH

Z:\Bayview on Estero Bay\Bayview PD Amendment\2022-565 SKETCH.dwg, Layout2, 7/11/2022 1:29:06 PM, 1:1

ZONED: RAPTOR BAY PD
USE: CONSERVATION

ZONED: RAPTOR BAY PD
USE: GOLF COURSE

POTENTIAL VEHICULAR / PEDESTRIAN INTERCONNECTION

POTENTIAL VEHICULAR / PEDESTRIAN INTERCONNECTION

GATEHOUSE

PD BOUNDARY

PD BOUNDARY

NO BUFFER REQUIRED

SEE SHEET 2
RPD - DEVELOPMENT
REGULATIONS

APPROXIMATE MEAN
HIGH WATER LINE

NO BUFFER REQUIRED

INDIGENOUS
PRESERVATION
AREA 13

ZONED: AG-2
USE: ESTERO BAY

PD BOUNDARY

RPD

LIMITS OF
DEVIATIONS 1 AND 6

CONSERVATION
EASEMENT

BUILDING C
(PRIVATE RESTAURANT 50')

DECK AREA

SEE SHEET 3
INSET

VEHICLE DROP
OFF AREA

PARKING GARAGE
INGRESS/EGRESS

PARKING GARAGE
INGRESS/EGRESS

BUILDING
A*
286' / 22 STORIES

ACCESSORY
STRUCTURE

VEHICLE DROP
OFF AREA

BUILDING B
50' / 3 STORIES

R

R

R

R

ZONED: KERSEY
SMOOT RPD
USE: GOLF
COURSE

PUBLIC PARK

KAYAK LAUNCH

FLOATING DOCK

PUBLIC BOAT RAMP

CPD
PUBLIC BOAT RAMP AND PARKING

ZONED: PELICAN LANDING CPD/RPD
USE: CONSERVATION

10' TYPE "D" BUFFER

15' TYPE "D" BUFFER

PD BOUNDARY

6' SIDEWALK

BOAT BAILOUT

EXISTING SIDEWALK

SEE SHEET 2
RPD - DEVELOPMENT
REGULATIONS

COCONUT ROAD (50' RIGHT OF WAY)
(2 LANE LOCAL ROADWAY)

COCONUT ROAD

ZONED: PELICAN LANDING CPD/RPD
USE: HYATT RESORT COCONUT POINT

ZONED: PELICAN LANDING CPD/RPD
USE: CONSERVATION

75.0'
85.0'
50.0'
205.0'
25.0'
25.0'
56'
58'
144'
10'
288'
164'

N

PD BOUNDARY
ESTERO BAY
RPD
CPD
COCONUT ROAD

LEGEND

- BUILDING/DEVELOPMENT TRACT
- PAVEMENT
- CPD
- PRESERVE
- # DEVIATION
- INGRESS / EGRESS
- CPD BOUNDARY
- * DENOTES AREAS FOR INDOOR/OUTDOOR CONSUMPTION ON-PREMISES
- Ⓢ GENERAL SERVICE/LOADING LOCATIONS
- R RESIDENTIAL TRACT

ATWELL
866.850.4200 www.atwell-group.com
28100 BONITA GRANDE DR., SUITE 305
BONITA SPRINGS, FL 34135
239.405.7777

BAYVIEW ON ESTERO BAY
RPD/CPD

CLIENT: LB ESTERO BAY INVESTMENTS, LLC

SHEET 1 OF 3

MASTER CONCEPT PLAN

PLAN REVISIONS
REV'00 <<SUBMITTED / BID SET>> XX/XX/XX

0 40 80 120
SCALE IN FEET

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

SET NUMBER: 704-001-E01

SHEET : 1 OF 3

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SITE SUMMARY:
EXISTING PLAN DESIGNATION: COCONUT VILLAGE, OUTLYING SUBURBAN & RESOURCE PROTECTION

EXISTING LAND USE: VACANT

EXISTING ZONING DESIGNATION:
RESIDENTIAL PLANNED DEVELOPMENT (RPD) AND
COMMERCIAL PLANNED DEVELOPMENT (CPD)

GROSS AREA: 35.84± ACRES
MAXIMUM DEVELOPMENT POTENTIAL:
300 MULTI-FAMILY, TOWNHOMES, TWO-FAMILY DWELLING UNITS AND/OR HOTEL/MOTEL UNITS SUBJECT TO CONVERSION MATRIX
72 WET BOAT SLIPS & 25 DRY BOAT SLIPS (15 ON-SITE AND 10 OFF-SITE DRY SLIPS)
1 PUBLIC BOAT RAMP
7,500 SF RESTAURANT, GROUPS I-III

SITE DATA TABLE:
RPD AREA: 33.78 ACRES
CPD AREA: 2.06 ACRES
OPEN SPACE:
RPD AREA: 13.51± ACRES (33.78 ACRES X 0.40)
CPD AREA: 0.41± ACRES (2.06 ACRES X 0.20)
TOTAL REQUIRED: 13.92 ACRES
TOTAL PROVIDED: 13.92 ACRES
INDIGENOUS PRESERVE:
TOTAL REQUIRED: 6.96± ACRES (13.92± ACRES X 0.50)
TOTAL PROVIDED: 3.64± ACRES

INDIGENOUS PRESERVE 13	
INDIGENOUS PRESERVE	TOTAL
3.51 AC (WETLANDS)	3.64 AC
TOTAL REQUIRED	3.64 AC
TOTAL PROVIDED	3.64 AC

DEVIATIONS
1. FROM LDC SECTION 3-417(6), SETBACKS
2. FROM LDC SECTION 3-418(D)(7), BUFFERING ADJACENT PROPERTY
3. FROM LDC SECTION 4-1732(4)(N)1. AND 2., REQUIRED PARKING
4. FROM LDC SECTION 4-303(A)(2), DURATION OF RIGHTS CONFERRED BY ADOPTED MASTER CONCEPT PLAN
5. FROM LDC SECTION 3-291(A)(1), CONNECTION SEPARATION
6. FROM LDC SECTION 3-417(B)(1)A., WETLAND HABITABLE STRUCTURE SETBACK
7. FROM LDC SECTION 4-741(B), DEVELOPMENT PERIMETER SETBACK
8. FROM LDC SECTION 4-741(D)(4), MINIMUM SEPARATION OF BUILDINGS
9. FROM LDC SECTION 4-1723, OFF-SITE PARKING
10. FROM LDC SECTION 7-381(4), MULTI-SLIP DOCKING SETBACKS FROM SIDE LOT LINES
11. FROM LDC SECTION 4-741(B)(2), PARKING AND INTERNAL ROADS SETBACK FROM DEVELOPMENT PERIMETER
12. FROM LDC SECTION 3-418(D)(3), LANDSCAPE BUFFERS
13. FROM LDC SECTION 3-417(B)(1)A, INDIGENOUS VEGETATION
14. FROM LDC SECTION 4-743, COMMERCIAL USES IN RPD ZONING DISTRICT
15. FROM LDC SECTION 4-739, TO ALLOW HOTEL/MOTEL IN RPD PORTION OF CPD/RPD
16. FROM LDC SECTION 4-743(5) TO ALLOW FOR SIGNAGE ASSOCIATED WITH THE PROPOSED RESTAURANT TO BE VISIBLE FROM COCONUT ROAD
17. FROM LDC SECTION 4-1732(2)(M)2, REQUIRED PARKING
18. FROM LDC SECTION 3-303(B)(III)(D), COMPLETE STREETS
19. FROM LDC SECTION 6-112 (4), ON-SITE DIRECTIONAL SIGNS
20. FROM LDC SECTION 6-111(B)(1), ANNOUNCEMENT SIGNS
21. FROM LDC SECTION 6-112(4), ON-SITE DIRECTIONAL SIGNS
22. FROM LDC SECTION 6-111 (B)(6)(A)(1)(III), REAL ESTATE SIGNS

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL. HOWEVER, ANY SUCH MODIFICATION SHALL BE IN COMPLIANCE WITH THE APPLICABLE LAND DEVELOPMENT CODE (LDC) DESIGN STANDARDS AND GUIDELINES EXCEPT WHERE A DEVIATION HAS BEEN APPROVED.
2. ALL ACREAGES AND CPD/RPD TRACT LINES ARE APPROXIMATE AND SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O., OR PLAT APPROVAL IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE (LDC). THE MINIMUM REQUIRED OPEN SPACE WILL BE MET WITHIN BOTH TRACTS PER THE LDC BASED UPON THE FINAL ACREAGE OF THE RPD AND CPD AREAS.
3. PEDESTRIAN FACILITIES ON-SITE ARE SUBJECT TO FINAL PLACEMENT OF BUILDINGS.
4. FINAL JURISDICTIONAL DETERMINATION (JD) FOR INDIGENOUS PRESERVE AREA IN THE NORTHEAST CORNER SHALL BE DETERMINED AT THE TIME OF D.O. PERMITTING.
5. SERVICE AND LOADING AREAS ARE CONCEPTUAL AND SUBJECT TO CHANGE AT THE TIME OF D.O. PERMITTING.

RPD - DEVELOPMENT REGULATIONS						
Land Uses	Building A High Rise Residential (Greater than 75 feet in height)	Building B	Low Rise Residential (Height of 75 feet or less)			Accessory Structures[2]
			Multifamily	Two-Family Attached	Townhomes	
Minimum Lot Area	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Minimum Lot Width	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Minimum Lot Depth	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Maximum Lot Coverage[1]	60%					
Minimum PD Perimeter Setbacks 7	75 Feet	Per LDC	Greater of 25 feet or Per LDC	Greater of 25 feet or Per LDC	Greater of 25 feet or Per LDC	15 Feet
Minimum Internal CPD/RPD Setbacks	0 Feet	0 Feet	0 Feet	0 Feet	0 Feet	0 Feet
Minimum Building Separation Principal Structures 8	45 Feet	115 Feet	1/2 Building Height[3]	10 Feet[3]	10 Feet[3]	0 Feet
Minimum Building Separation Principal to Accessory Structures	0 Feet	0 Feet	0 Feet	0 Feet	0 Feet	0 Feet[4,5]
Minimum Front (Street) Setbacks[7,8,9]	N.A.	N.A.	N.A.	20 Feet	20 Feet	20 Feet
Minimum Rear Lot Setback	N.A.	N.A.	N.A.	10 Feet	10 Feet	5 Feet
Minimum Side Yard Setback	N.A.	N.A.	N.A.	5 Feet	10 Feet	0 Feet
Minimum Water Body Setback	10 Feet	10 Feet	N.A.	N.A.	N.A.	0 Feet
Maximum Building Height	286 Feet (22 Stories)	50 Feet (3 Stories)	75 Feet (7 Stories)	35 Feet (3-Stories)	35 Feet (3-Stories)	SPS/50 Feet[6]
Indigenous Vegetation Setback 6	15 Feet	15 Feet	15 Feet	15 Feet	15 Feet	15 Feet 1

Notes:
1. The Maximum Lot Coverage of 60% is calculated for the entire RPD Boundary.
2. Includes Covered Parking and Parking Deck Levels extending from Principal Structures.
3. Multifamily shall have a minimum separation of 45 feet from the Principal Structures of Building A. Townhomes and Two-Family Attached shall have a minimum separation from the Principal Structures of Building A of 50 feet.
4. Minimum Building Separation between Covered Parking to Covered Parking including Parking Deck Levels extending from Principal Structures shall be 20 Feet.
5. Minimum Building Separation between Covered Parking Attached to Principal Building including Parking Deck Levels extending from Principal Structures shall be 0 Feet.
6. Maximum Building Height for accessory structures in the marina portion of the RPD shall be 50 Feet.
7. Front setback for side-loaded garages is reduced to 10 feet.
8. On corner lots the secondary setback is 10 feet.
9. Setback is measured from the edge of pavement.
10. Front access setback shall be 15 feet.

CPD - DEVELOPMENT REGULATIONS	
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width	N.A.
Minimum Lot Depth	N.A.
Maximum Lot Coverage	50%
Minimum PD Perimeter Setbacks	Principal: 15 Feet Accessory: 0 Feet
Minimum Internal CPD/RPD Setbacks	Principal: 15 Feet Accessory: 0 Feet
Minimum Internal RPD/RPD Setbacks	Principal: 0 Feet Accessory: 0 Feet
Minimum Building Separation	Principal: 20 Feet Principal to Accessory: 0 Feet
Minimum Water Body Setback	Principal: 10 Feet Accessory: 0 Feet
Maximum Building Height	45 Feet
Indigenous Vegetation Setback	30 Feet

ATWELL
866.850.4200 www.atwell-group.com
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BONITA SPRINGS, FL 34135
239.405.7777

BAYVIEW ON ESTERO BAY
RPD/CPD

CLIENT: LB ESTERO BAY INVESTMENTS, LLC
SHEET 2 OF 3
MASTER CONCEPT PLAN

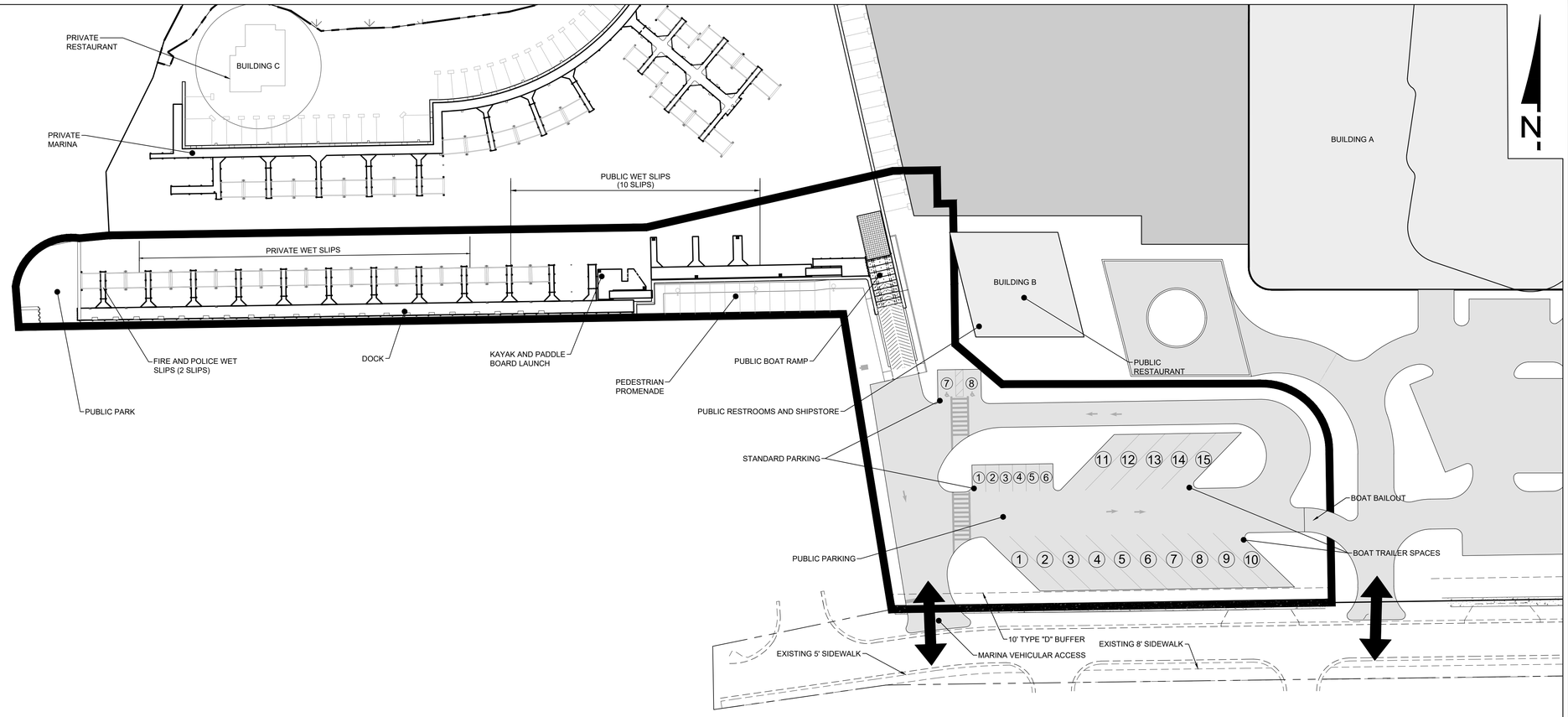
PLAN REVISIONS
REV0 <<SUBMITTED / BID SET>> XX/XX/XX

NOT TO SCALE

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

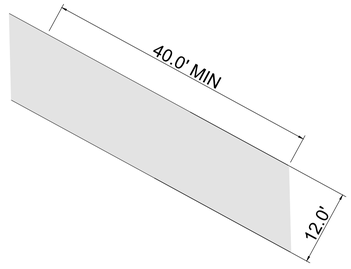
SET NUMBER: 704-001-E01
SHEET : 2 OF 3

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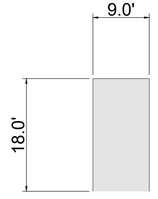


CPD INSET

PARKING SPACES	
TYPE	NO. OF SPACES
BOAT TRAILER	15
STANDARD	7
HANDICAPPED	1
TOTAL SPACES	23



BOAT TRAILER SLIP SPACE (TYP)



STANDARD PARKING (TYP)

ATWELL
866.850.4200 www.atwell-group.com
28100 BONITA GRANDE DR., SUITE 305
BONITA SPRINGS, FL 34135
239.405.7777

BAYVIEW ON ESTERO BAY
RPD/CPD

CLIENT: LB ESTERO BAY INVESTMENTS, LLC
SHEET 3 OF 3
MASTER CONCEPT PLAN

PLAN REVISIONS
REV00 <<SUBMITTED / BID SET>> XX/XX/XX

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SCALE IN FEET

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

SET NUMBER: 704-001-E01
SHEET : 3 OF 3

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Bayview on Estero Bay RPD/CPD Amendment

Schedule of Uses

**Changes to conditions of Zoning Ordinance No. 20-06, as modified by Zoning Ordinance N0. 21-03, and ADD21-86841 are shown in ~~strikethrough~~/underline format*

MAXIMUM DEVELOPMENT

The Planned Development is approved for a maximum of the following:

~~OPTION 1 (CONTINUING CARE FACILITIES OPTION):~~

- ~~*A Continuing Care Facility (CCF) containing a maximum of 300 Independent Living Facility (ILF) units calculated at a density of 2 ILF units: 1 residential dwelling unit per 4-1183(c);~~
- ~~75 Assisted Living Facility (ALF) at a density of 4 ALF beds: 1 residential dwelling unit per 4-1283(a)(1); and~~
- ~~72 wet boat slips and 25 dry boat slips (15 on-site & 10 off-site in the Bayview II CPD)~~
- ~~1 public boat ramp~~
- ~~7,500 SF of Restaurants, Group I-III~~

~~OR~~

~~OPTION 2 (MULTI-FAMILY OPTION):~~

- 300 multi-family, townhomes and/or two-family dwelling units or hotel/motel subject to conversation matrix; and
- 72 wet boat slips and 25 dry boat slips (15 on-site & 10 off-site in the Bayview II CPD)
- 1 public boat ramp
- 7,500 SF of Restaurants, Group I-III

RPD

Accessory uses and structures, residential
Administrative offices
~~Assisted Living Facility (ALF)~~
~~ALF/CCF Accessory uses and structures, ALF/CCF including but not limited to: small-scale retail and personal services for use by residents such as ATM's, auditoriums, banking, barber and/or beauty shop, spa services, laundry and/or dry cleaning (Group I and II), medical offices, pharmacy, postal services, rehabilitation facilities, sundries, other community recreational facilities and similar uses)~~
~~Continuing Care Facility (CCF)~~
Clubs, country, private and fraternal

Accessory uses, including but not limited to:
- ATM
- Bait and tackle shop
- Boat dock
- Boat ramp
- Consumption on premises, including outdoor seating
- Day care center, adult and child
- Food and beverage service
- Locker rooms
- Personal services (Groups I and II limited to ATM, barber or beauty shop, health club and massage establishment)
- Rental or leasing establishments, Group I only
- Restaurants Groups I, II and III with consumption on premises and outdoor seating
- Specialty retail shop, Groups I and II
- Swimming pools
- Sports courts

Communication facilities, wireless
Community gardens
Cultural facilities
Dwelling units:
- Multi-family Building
- Townhomes
- Two-Family Attached

Entrance gates and gatehouse
Essential services
Essential services facilities, Group I
Excavation, water retention
Fences, walls
Health Care Facilities, Groups I, II and III
Home occupations in accordance with LDC Chapter 4
Hotel/motel
~~Independent Living Units (ILF)~~
Models, display center, model unit limited to residential uses within the PD
Multi-Slip Docking Facility
Parks, public and private
Parks, Groups I and II excluding fishing piers
Parking lot, accessory, commercial, garage, temporary
Real estate sales office
Recreational facilities, commercial Group III, outdoor cultural, passive and active recreational (private on-site) and educational activities only
Restaurant, Group I-III (limited to 7,500 SF within the overall RPD/CPD)
Signs in accordance with Chapter 6
Storage, indoor, accessory only
Temporary uses in accordance with Chapter 4
Transportation services, Group I and II

CPD
Accessory uses and structures

Administrative offices
ATM
Boat parts store
Boat rental and leasing establishments, Group I
Club, private
    Accessory uses, including but not limited to:
        Bait and tackle shop
        Boat dock
        Consumption on premises, including outdoor seating
        Food and beverage service
        Locker rooms
        Personal services (Groups I and II limited to ATM, barber or beauty shop, health club and massage establishment)
        Rental or leasing establishments, Group I only
        Restaurants Groups I, II and III with consumption on premises and outdoor seating and accessory to private club only
        Specialty retail shop, Groups I and II
        Swimming pools
        Sports courts
Excavation, water retention
Fences, walls
Marina
Marina, accessory uses, excluding fueling facilities
Multi-slip docking facility
Restaurant, Group I-III (limited to 7,500 SF within the overall RPD/CPD)
Parking lot, accessory
Parks, Groups I and II (excluding fishing piers)
Recreation Facilities, Commercial Group III, outdoor cultural, passive and active recreational and educational activities only
Signs in accordance with Chapter 6
Transportation services, Groups I and II

PD22-94263-BOS
EXHIBIT D

TR TRANSPORTATION CONSULTANTS, INC

2726 OAK RIDGE COURT, SUITE 503
FORT MYERS, FL 33901-9356
OFFICE 239.278.3090
FAX 239.278.1906

TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

MEMORANDUM

TO: Ms. Alexis Crespo
RVi Planning

FROM: Ted Treesh, PTP
President

DATE: July 20, 2022

RE: Bayview of Estero Bay Zoning Amendment
City of Bonita Springs, Florida

TR Transportation Consultants, Inc. has completed the following memorandum in support of the zoning amendment to add additional residential uses to the Schedule of Uses to the Bayview on Estero Bay project located at the western terminus of Coconut Road in the City of Bonita Springs, Florida. The proposed amendment seeks to increase the overall acreage of the Planned Development to approximately 36 acres, eliminate the Independent Living and Assisted Living and CCRC uses from the Schedule of Uses and add two-family and townhome dwelling types, and the eliminate a preserve area that will be mitigated off-site. No other changes are proposed to the PUD, including the maximum density of 300 dwelling units and commitments for public access to Estero Bay and associated public amenities.

TRIP GENERATION

The previous traffic study submitted for the rezoning application was based on the "worst case" scenario of the site being developed as 100% traditional multi-family dwelling units. With the introduction of two-family attached units, it is the intent of the PUD not to exceed the trip generation of the project based on the 300 traditional multi-family dwelling units. A conversion table below identifies an approximately conversion from the traditional multi-family dwelling units to the two-family attached units based on the Institute of Transportation Engineer's (ITE) report, titled ***Trip Generation Manual***, 11th Edition. The average trip rates for the Weekday P.M. peak hour were utilized to determine the conversion rates. The exact conversion of units will be determine with each Development Order application and will demonstrate that the P.M. peak hour trip generation will not exceed the trips analyzed in the original zoning analysis based on the 300 traditional multi-family dwelling units

Table 1
Conversion Table
Bayview on Estero Bay

	MULTI-FAMILY HIGH-RISE (DU)	MULTI-FAMILY MID-RISE (DU)	SINGLE-FAMILY ATTACHED (DU)
MULTI-FAMILY HIGH-RISE (1 DU)	1	0.82	0.56
MULTI-FAMILY MID-RISE (1 DU)	1.22	1	0.70
SINGLE-FAMILY ATTACHED (1 DU)	1.78	1.46	1

Based on the above conversion chart, two-family attached dwelling units can be constructed on the site in exchange for mid-rise and high-rise units so that the trip generation that was originally analyzed in the zoning approval for this case will not be exceeded. Therefore, no additional transportation analysis is required since the Amendment will have no additional transportation impacts beyond what was previously analyzed and approved by the City of Bonita Springs.

Attachments
K:\2022\07 July\15 Bayview on Estero Bay Zoning Amendment\7-20-2022 TIS Memorandum.doc

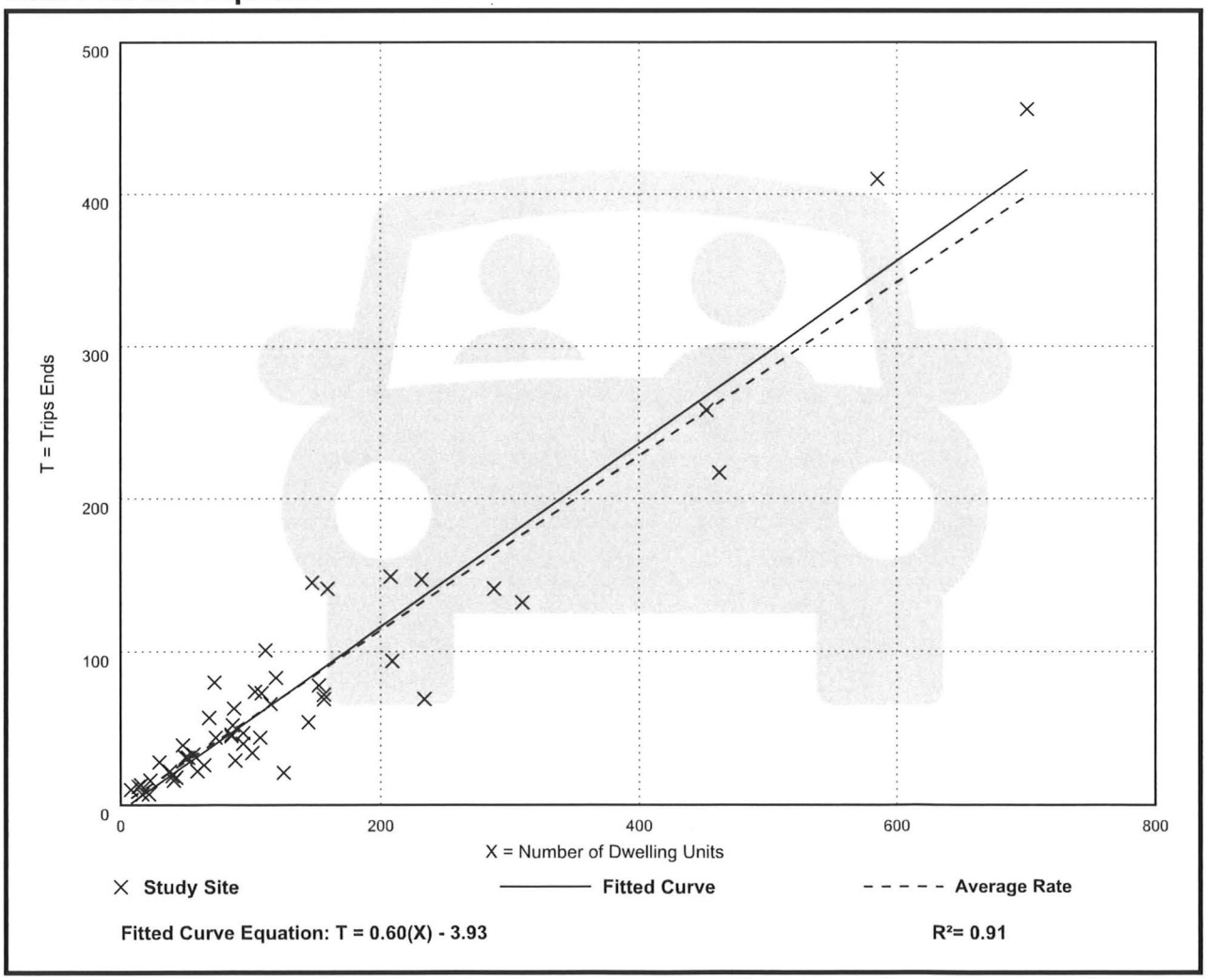
Single-Family Attached Housing
(215)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 51
Avg. Num. of Dwelling Units: 136
Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.57	0.17 - 1.25	0.18

Data Plot and Equation



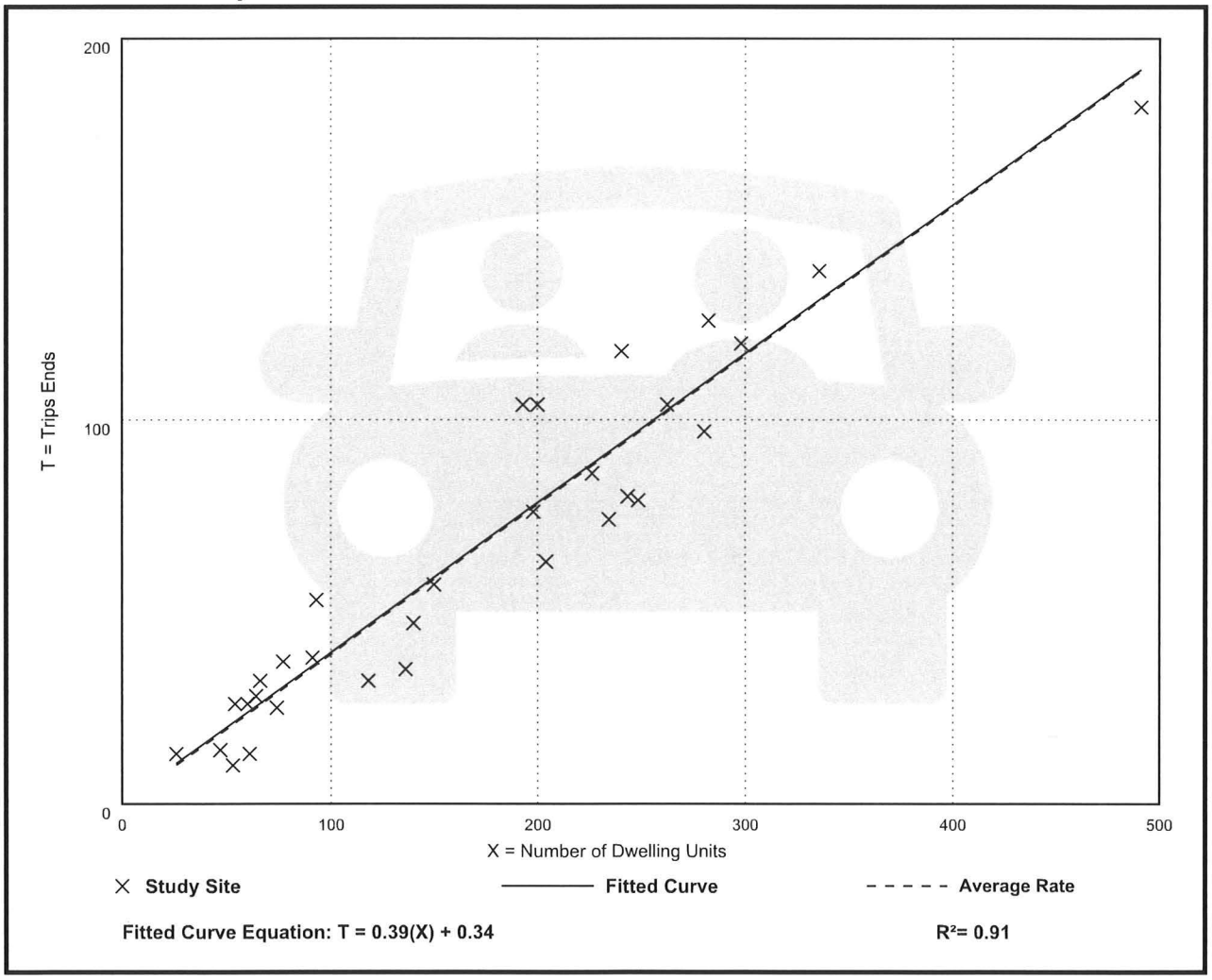
Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 31
Avg. Num. of Dwelling Units: 169
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



Fitted Curve Equation: T = 0.39(X) + 0.34

R^2= 0.91

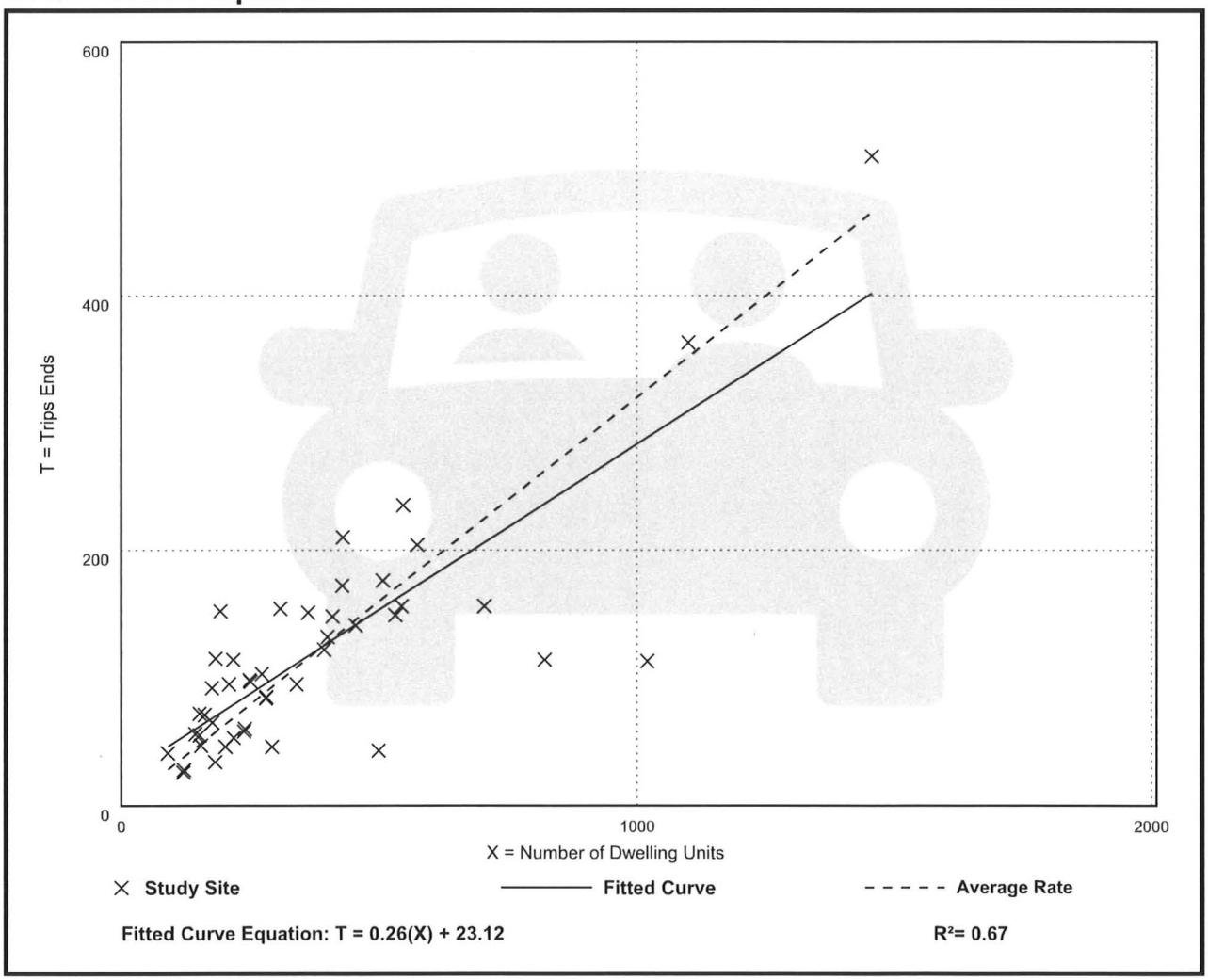
Multifamily Housing (High-Rise)
Not Close to Rail Transit (222)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 45
Avg. Num. of Dwelling Units: 372
Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.32	0.09 - 0.80	0.13

Data Plot and Equation



Fitted Curve Equation: T = 0.26(X) + 23.12

R^2= 0.67

PD22-94263-BOS
Exhibit E



SALTLEAF

ON ESTERO BAY

TEMPORARY SIGNAGE & GRAPHICS

CITY SUBMITTAL

1.24.2023

rsmdesign



CREATING A KIT OF PARTS FOR TEMPORARY GRAPHICS

1. ON-SITE DIRECTIONAL SIGNS
2. ANNOUNCEMENT SIGNS
3. ON-SITE DIRECTIONAL SIGNS
4. REAL ESTATE SIGNS
5. ANNOUNCEMENT SIGNS

Please note the following is intended to show a kit of parts system. The various locations can and will vary as all signs illustrated can be utilized throughout the site. Messaging is placeholder and to be reviewed / provided by ownership team.



1 ON-SITE DIRECTIONAL SIGNS

ONSITE DIRECTIONAL SIGNS WITH TWO BELOW GRADE ANCHORED POSTS AND 6'X4' PANEL WITH DIGITALLY PRINTED GRAPHICS ON BOTH SIDES.



LOCATION REFERENCE
Scale : NTS





ON-SITE DIRECTIONAL SIGNS
Scale : 3/8"=1'

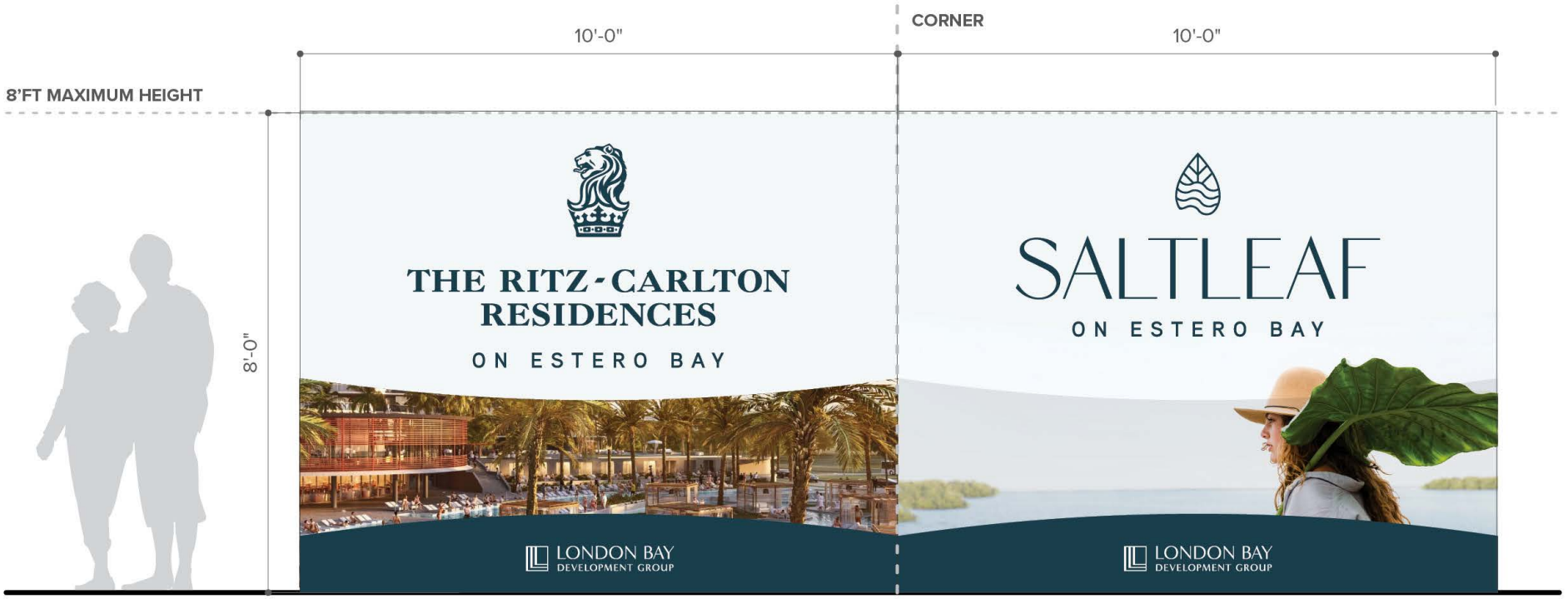


2 ANNOUNCEMENT SIGNS

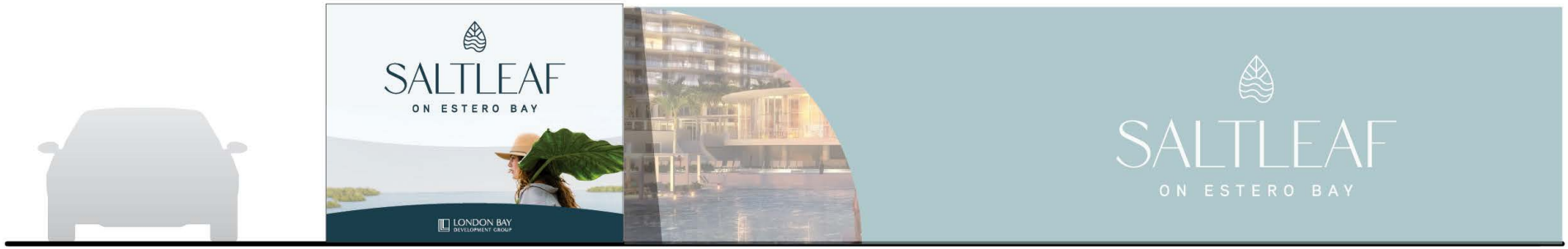
ANNOUNCEMENT SIGNS WITH DIGITALLY PRINTED GRAPHICS ADHERED TO WOOD PANELS AND ANCHORED BY WOOD POSTS.



LOCATION REFERENCE
Scale : NTS



ANNOUNCEMENT SIGNS
Scale : 3/8"=1'



ANNOUNCEMENT SIGNS
Scale : 3/16"=1'

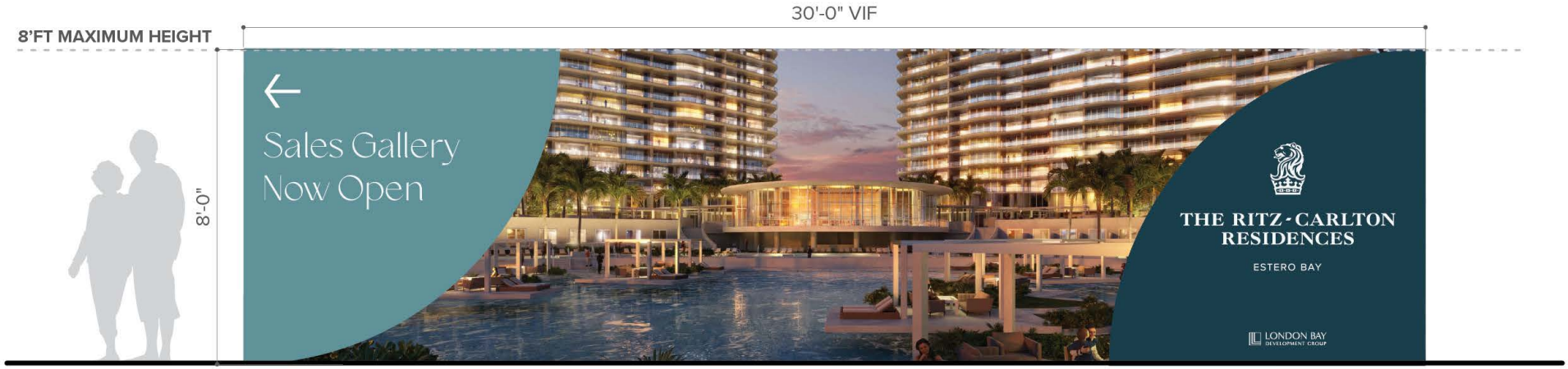


3 ON-SITE DIRECTIONAL SIGNS

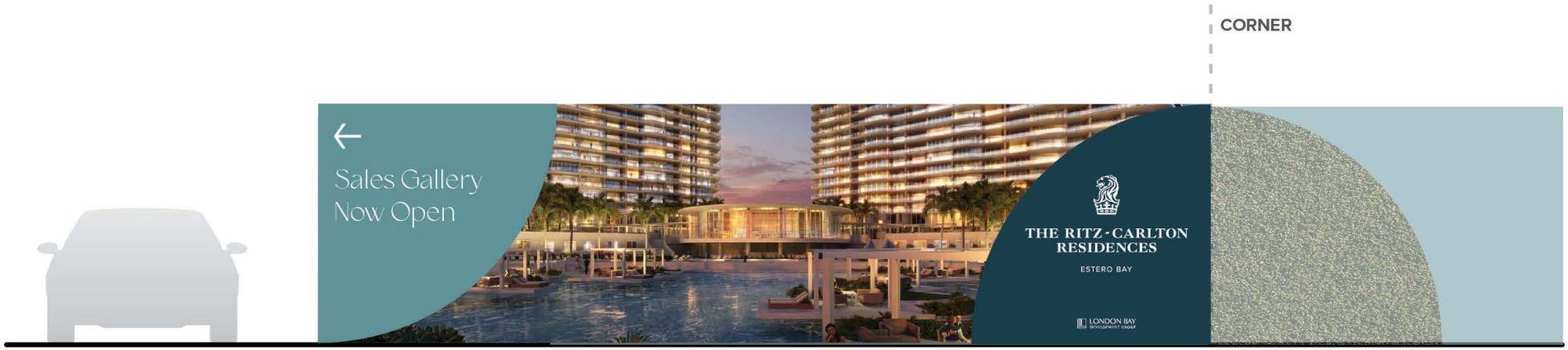
ON-SITE DIRECTIONAL PANEL WITH DIGITALLY PRINTED GRAPHICS ADHERED TO WOOD PANELS AND ANCHORED BY WOOD POSTS.



LOCATION REFERENCE
Scale : NTS



ON-SITE DIRECTIONAL SIGNS
Scale : 1/4"=1'



ON-SITE DIRECTIONAL SIGNS
Scale : 3/16"=1'

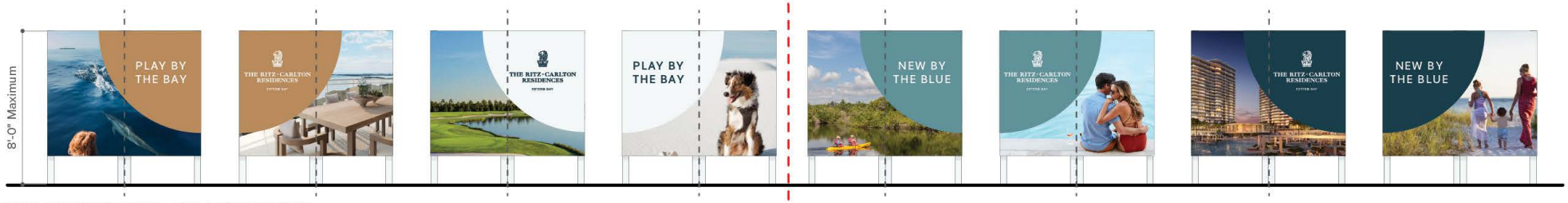


4 REAL ESTATE SIGNS

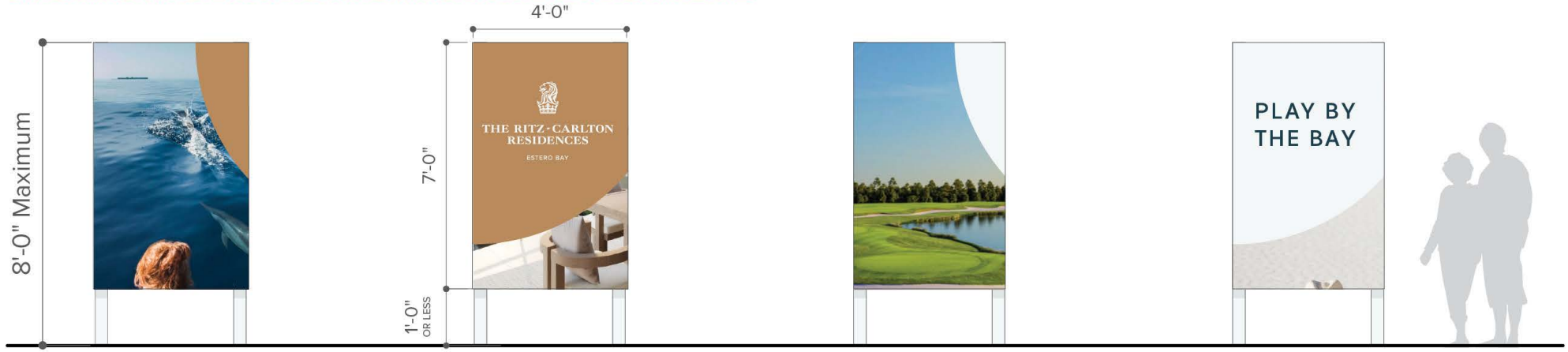
A SERIES OF WEDGE SHAPED REAL ESTATE SIGNS WITH DIGITALLY PRINTED GRAPHICS ON 2 PANELS ANCHORED BY 3 POSTS MARCHING DOWN THE PATH TO THE NEW SALTLEAF GOLF PRESERVE.



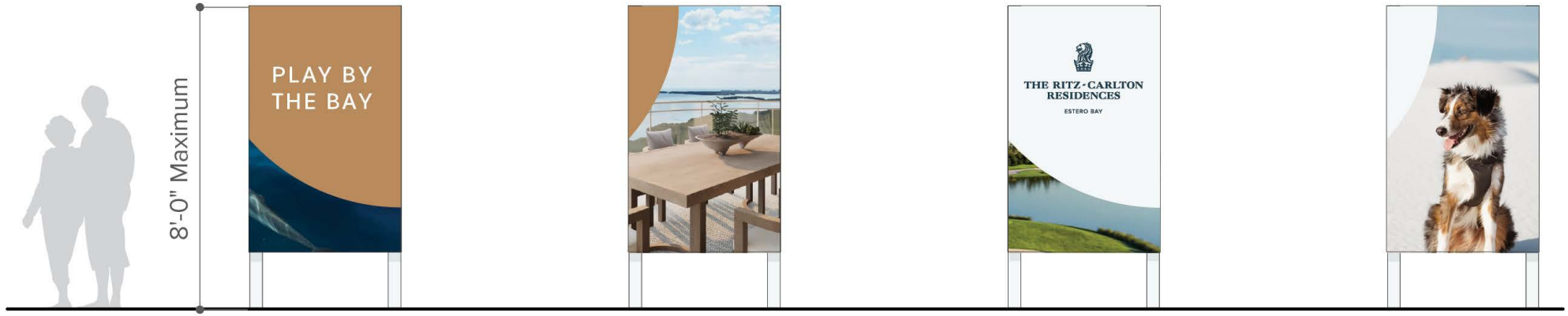
LOCATION REFERENCE
Scale : NTS



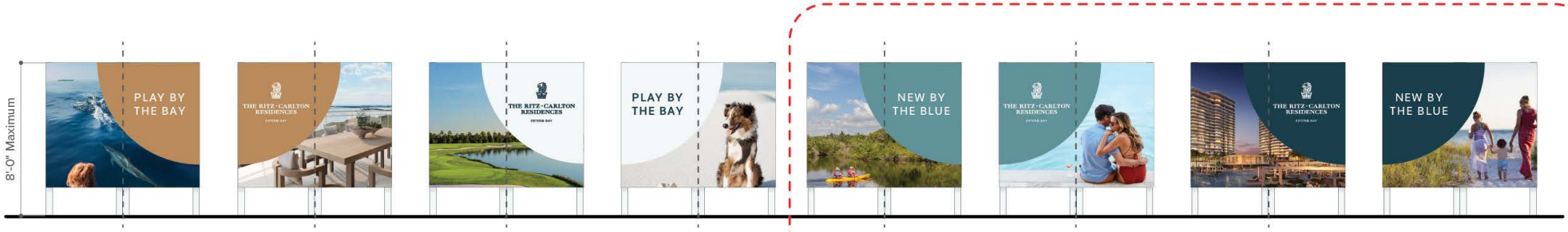
REAL ESTATE SIGNS - FULL ELEVATION
Scale : 1/8"=1'



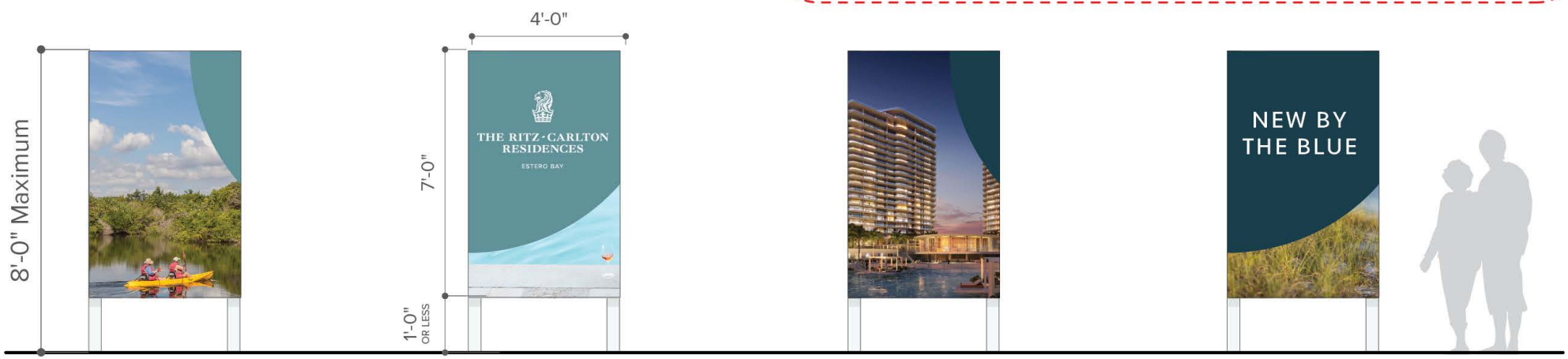
REAL ESTATE SIGNS - NORTH ELEVATION
Scale : 1/4"=1'



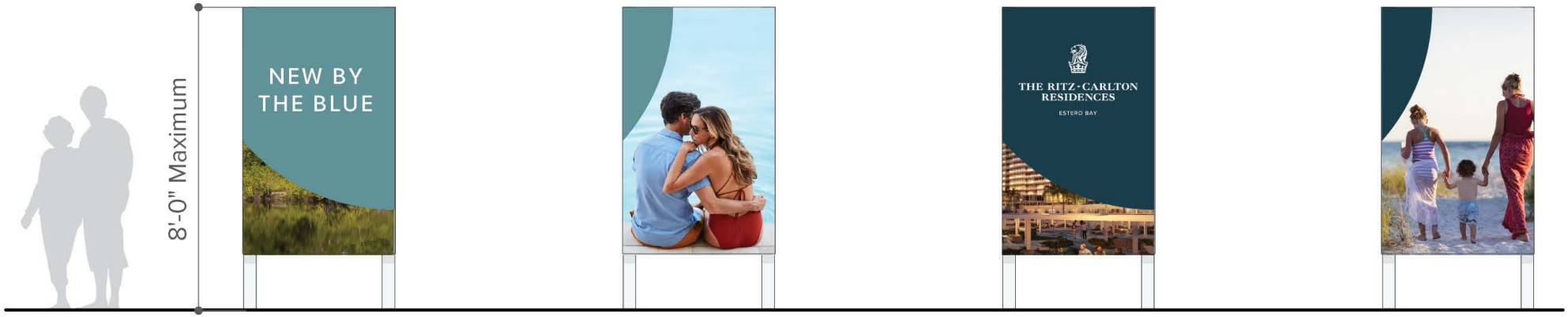
REAL ESTATE SIGNS - SOUTH VIEW
Scale : 1/4"=1'



REAL ESTATE SIGNS - FULL ELEVATION
Scale : 1/8"=1'



REAL ESTATE SIGNS - NORTH ELEVATION
Scale : 1/4"=1'



REAL ESTATE SIGNS - SOUTH VIEW
Scale : 1/4"=1'



5 ANNOUCEMENT SIGNS

ANNOUNCEMENT SIGNS WITH
DIGITALLY PRINTED GRAPHICS
ON A MESH SCRIM.



LOCATION REFERENCE
Scale : NTS



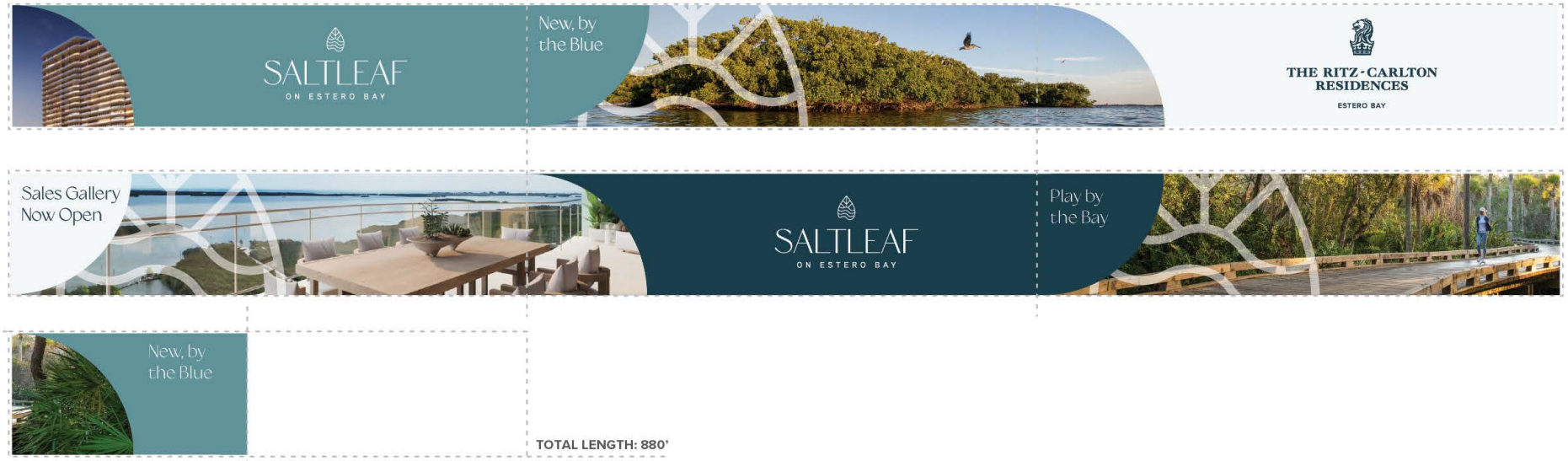
LOCATION REFERENCE
Scale : NTS



ANNOUNCEMENT SIGNAGE - 3 PANEL ELEVATION
Scale : 3/32"=1'



LOCATION REFERENCE
Scale : NTS



ANNOUNCEMENT SIGNAGE - 3 PANEL ELEVATION
Scale : 3/32"=1'

THANK YOU

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TAILORED AND CRAFTED BY

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CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 2023 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT/ RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO INCREASE THE RPD BOUNDARY BY 5.3 ± ACRES; REMOVE THE NORTHEASTERN PRESERVE CONSISTING OF 0.62± ACRES AND INCREASE THE MANGROVE PRESERVE AREA FROM 3.51 ACRES TO 3.64 ACRES; REMOVE THE ALF/ILF/CCRC DEVELOPMENT OPTION (OPTION 1); ADD TOWNHOMES AND TWO-FAMILY ATTACHED HOMES TO THE SCHEDULE OF USES WITHIN THE RPD; ADD RPD DEVELOPMENT REGULATIONS FOR TOWNHOMES AND TWO-FAMILY ATTACHED HOMES; ADD A TRIP CONVERSION MATRIX TO ALLOW THE MULTI-FAMILY UNITS TO BE CONVERTED TO OTHER RESIDENTIAL TYPES WITH NO INCREASE TO PM PEAK HOUR TRIP GENERATION; MODIFY DEVIATION 8 AND DEVIATION 13 TO ADDRESS CHANGES IN BUILDING LAYOUT AND REMOVAL OF PRESERVE ACREAGE; ADD SIX NEW DEVIATIONS; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, an petition has been submitted by LB Estero Bay Investments, LLC and LB Raptor Development, LLC (hereinafter “Developer” and to include any successors in interest) is requesting amend the existing Bayview on Estero Bay Residential Planned Development/Commercial Planned Development (RPD/CPD) to revise the current RPD/CPD boundaries, amend the schedule of uses, request additional deviations, and modify the existing Master Concept Plan to accommodate; and

WHEREAS, the subject property is located at the northwest corner of Coconut Road and Coconut Point Resort Drive and is described more particularly in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, a Public Hearing was advertised and heard on August 15, 2023, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”) on Case PD22-94263-BOS which recommended approval (4-2), after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City, and the testimony of all interested parties. The August 30, 2023 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing, as part of the City Council hearing record, are on file with the City Clerk.

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

SECTION ONE: RECITALS

The forgoing recitals are true and correct and are incorporated herein by this reference.

SECTION TWO: APPROVAL OF REQUEST

The City Council hereby approves Petition PD22-94263-BOS to amend the Bayview on Estero Bay RPD/CPD, Zoning Ordinance No. 20-06, as subsequently amended administratively and by Zoning Ordinance No. 21-03, to:

1. increase the RPD boundary by 5.3 ± acres;
2. remove the northeastern northeastern preserve consisting of 0.62± acres and increase the mangrove preserve area from 3.51 acres to 3.64 acres;
3. remove the ALF/ILF/CCRC development option (Option 1);
4. add Townhomes and Two-Family Attached Homes to the Schedule of Uses within the RPD;
5. add RPD development regulations for townhomes and two-family attached homes;
6. add a trip conversion matrix to allow the multi-family units to be converted to other residential types with no increase to PM peak hour trip generation;
7. modify Deviation 8 and Deviation 13 to address changes in building layout and removal of preserve acreage;
8. add six new deviations; and
9. modify the Master Concept Plan to provide for these changes.

Conditions:

1. Condition 1 of Zoning Ordinance No. 21-03 is amended as follows:

   The development and use of the property must be in substantial compliance with the Master Concept Plan stamped received ~~June 28, 2021~~ April 25, 2023, and titled "Bayview on Estero Bay" prepared by ~~Waldrop Engineering, P.A.~~ Atwell, LLC, and attached hereto (**Exhibit "B,"** Sheets 1-3), except as modified by the conditions herein.

   The total residential dwelling units may not exceed the approvals granted pursuant to Zoning Ordinance No. 20-06, which allowed for a maximum of ~~300 Independent Living Facility (ILF) units and a seventy-five (75) bed Assisted Living Facility (ALF) OR~~ 300 multi-family dwelling units; AND seventy-two (72) wet boat slips, twenty-five (25) dry boat slips (15 on-site and 10 off-site in the Bayview II CPD), and one (1) public boat ramp. However, under the 300 multi-family unit option, up to 120 multi-family dwelling units may be converted from multi-family dwelling units to hotel/motel units at the rate of one (1) multi-family

unit to one (1) hotel/motel unit. The development also includes up to 7,500 square feet of restaurant uses that are open to the public. Additionally, the maximum 300 dwelling units may include townhomes and/or two-family dwelling unit types subject to the trip conversion matrix in **Exhibit "D."**

The Applicant must provide a cumulative land development summary table as a part of any local development order application.

2. Condition 2 of Zoning Ordinance No. 20-06 is amended with revised Exhibits as follows:

   a. Schedule of Uses: **Exhibit "C"**

   b. The Development Regulations: See **Exhibit "B"**

3. Condition 4 of Zoning Ordinance No. 20-06 is amended as follows:

   Environmental

   h. Open Space: ~~11.79~~ 13.91 acres of open space must be provided on the development order plans in compliance with LDC Chapter 3.

   i. Indigenous Preserve: A minimum of 3.64 acres of mangrove swamp shall be provided onsite and an additional 0.70 ~~4.13~~ acres of indigenous preserve must be provided on development order plans for RPD Land Development Area F1 (aka Raptor Bay) within the Pelican Landing RPD/CPD ~~in the general locations shown on Sheet 1 of the MCP. Final acreage is subject to change based upon final acreage for Commercial Planned Development and Residential Planned Development areas~~.

   k. Per Tree Advisory Board approval, fifteen (15) heritage oaks shall be transplanted to appropriate locations within the Raptor Bay (RPD Land Development Area F1), Kersey Smoot (immediately adjacent to Bayview), or Bayview planned developments and the remaining four oaks and slash pine heritage trees on the eastern boundary of the project shall be retained in place. Should any of the transplanted or retained trees die, they shall be replaced with twenty-foot tall trees of similar species.

4. Deviation 17 is approved subject to the following:
   a. Building C does not require any parking as it is a private accessory restaurant available for use by the residents of Saltleaf and their registered guests.
   b. At time of local development order, the applicant shall demonstrate that the restaurant has sufficient parking by use of a valet service on-site in the RPD tract or at the Bayview II CPD. Conversely, the applicant may submit a Reduction in Parking Analysis in accordance

with LDC Sec. 4-1735 to adjust the parking rate at time of local development order or at building permit.

5. In support of Deviation 18, at time of local development order, except as provided herein, all required multimodal and complete streets facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, must meet or exceed the specifications and design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, as amended; the City of Bonita Springs Complete Streets Ordinance; and City of Bonita Springs Long Range Bicycle/Pedestrian Master Plan, as may be amended; and all applicable design standards except as required by the Estero Fire Control and Rescue District and National Fire Protection Association (NFPA).

6. Deviations 19-22 are approved subject to Exhibit "E"-Temporary Signage and Graphics.

7. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of Development Order and Constructions Plan approval. Approval of this Planned Development is not a guarantee of future approvals.

8. All terms and conditions of Zoning Ordinance No. 20-06 and Zoning Ordinance No. 21-03 remain in full force and effect, unless specifically modified by this amendment or other preceding actions.

Deviations:

The approved deviations for Bayview on Estero Bay CPD/RPD are amended as follows:

1. Deviation 1 provides relief from LDC Section 3-417(6), setbacks, which requires a minimum thirty (30) foot setback from all preserve (wildland) areas for buildings and accessory structures for the purposes of fire protection, to permit principal and accessory structures to be located fifteen (15) feet from a preserve.

2. Deviation 2 provides relief from LDC Section 3-418(d)(7), buffering adjacent property, which requires that all freestanding parking areas, whether commercial, public, or private, not associated with other development must provide a Type "D" buffer for the right-of-way and Type "C" buffer if they abut single-family residential or multiple-family residential uses or zoning, to permit the marina CPD area to provide no internal buffer between the proposed commercial and residential uses.

3. Deviation 3 provides relief from LDC Section 4-1732(4)(n)1. and 2., Recreation facilities, indoor, 1. Gymnasiums, health clubs and similar type recreational establishments wherein large floor areas are required to accommodate equipment for individual users. Four (4) parking spaces per 1,000 square feet of total floor area. 2. All other indoor recreational facilities not specifically listed: One (1) parking space per 100 square feet of total floor area, to permit indoor recreational parking requirements to be calculated at one (1) space per 1,000 square feet of floor area.

4. Deviation 4 seeks relief from LDC Section 4-303, duration of rights conferred by adopted Master Concept Plan, which remain valid for five years from the date the Planned Development was approved by City Council, to permit the Bayview on Estero Bay Master Concept Plan to remain valid for ten (10) years from the date of City Council approval.

5. Deviation 5 provides relief from LDC Section 3-291(a)(1), connection separation, which requires a 125-foot motor vehicle entrance separation on local roadways, to allow for a minimum separation of ten (10) feet between the project entrance and existing driveways south of Coconut Road as shown on the MCP. This deviation request is from the technical standards for specific sections in LDC Chapter 3 and can be approved administratively.

6. Deviation 6 provides relief from LDC Section 3-417(b)(1)a., which requires a minimum thirty (30) foot setback from indigenous native vegetation to any habitable structure, to permit a fifteen (15) foot setback from indigenous native vegetation to any habitable structure.

7. Deviation 7 provides relief from LDC Section 4-741(b), which requires all buildings and structures to be setback from the development perimeter a distance equal to the greater of one-half the height of the building or structure, to allow all buildings and structures within the Bayview on Estero Bay RPD/CPD to be setback from the development perimeter at a distance equal to the distances as shown on the MCP, with forty-five (45) feet being the smallest distance.

8. Deviation 8 provides relief from LDC Section 4-741(d)(4), minimum separation of buildings, which requires where there are two (2) or more principal buildings on a development tract, the minimum separation of buildings shall be one-half the sum of their heights, or twenty (20) feet, whichever is greater, to allow the minimum building separation between buildings A1 and A2 to be twenty (20) feet, and the minimum separation between buildings A and ~~D~~ the low-rise residential (height of 75 feet or less) to be forty-five (45) feet, and 115' from Buildings A and B.

9. Deviation 9 provides relief from LDC Section 4-1723, which requires all residential and non-residential uses to provide off-street parking spaces in accordance with specific regulations, to allow for off-site parking for the CPD, which is for the public use, as shown on the MCP.

10. Deviation 10 seeks relief from LDC Section 7-381(4), setbacks for multi-slip docking facilities, which requires docking facilities to be setback a minimum of twenty-five (25) feet from side lot lines, to allow for a zero (0) foot setback along the southern PD boundary/side lot line.

11. Deviation 11 provides relief from LDC Section 4-741(b)(2), property development regulations, which requires that parking or internal roads or drives may not be closer to the development perimeter than the width of any buffer area or landscape strip, or five (5) feet, to allow parking and internal roads to be less than five (5) feet from the development perimeter only in areas identified on the MCP.

12. Deviation 12 provides relief from LDC Section 3-418(d)(3), landscape buffers, which requires a fifteen (15) foot Type "D" landscape buffer for commercial to right-of-way, to allow a ten (10) foot Type "D" buffer where the public accessible boat ramp and parking abut Coconut Road.

13. Deviation 13 provides relief from LDC Section 3-417(b)(1)a, indigenous vegetation, which requires large developments to provide 50% of their open space requirements through on-site preservation of existing native vegetative communities, thus requiring Bayview on Estero Bay to provide 6.96 ~~5.90~~ acres of indigenous preservation, to allow the project to satisfy this requirement by providing 3.64 ~~4.13~~ acres of on-site indigenous vegetation.

14. Deviation 14 seeks relief from LDC Section 4-743, commercial uses in RPD zoning districts, which requires a minimum of 301 dwelling units to allow for 7,500 square feet of commercial uses in the RPD zoning district, to allow for 7,500 square feet of commercial uses with 300 dwelling units.

15. Deviation 15 seeks relief from LDC Section 4-739, Permitted Uses in Planned Development zoning districts, which does list not list the hotel/motel uses within Table 4-740 within the RPD zoning district.

16. Deviation 16 seeks relief from LDC Section 4-743(5), Commercial uses in RPD and MHPD districts, which prohibits signs for commercial uses other than project sales to be visible from the perimeter of the project, to allow for signage associated with the proposed restaurant to be visible from Coconut Road.

17. Deviation 17 is a new deviation request that seeks relief from LDC Section 4-1732(2)(m)2., Restaurants/Bakeries. Whereas when a restaurant is located

within the same building as the principal use and is clearly provided primarily for the employees and customers of the principal use, no additional parking spaces are required. In all other cases, parking will be as follows: The minimum requirement is 14 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate, to allow for no additional parking to be required for the accessory private restaurant within Building C and to allow for 7 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate for the public restaurant located within Building B when a valet program is provided.

18. Deviation 18 seeks relief from LDC Section 3-303(b)(iii)(d), which requires local private roadways to provide a minimum bike lane width of 5 feet, and a minimum sidewalk width of 6 feet on both sides of the right-of-way, to allow 5-foot sidewalks along both sides of the roadway within the residential tract area to the east of Building A. The deviation also requests no marked bike lanes subject to the provision of signage indicating the roadway is shared.

19. Deviation 19 seeks relief from LDC Section 6-112 (4), On-site directional signs, which allows a permanent wall or ground mounted sign along any interior collector street at the interconnections with other interior streets at maximum of 10 square feet in sign area not to exceed six feet in height above the crown of the abutting street, and set back am minimum of 15 feet from the edge of the street right-of-way or easement; to allow for one (1) temporary on-site directional sign to be installed near the intersection of Coconut Road and Coconut Resort Point Resort Drive, as identified on the “Temporary Signage & Graphics” Exhibit, to not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

20. Deviation 20 seeks relief from Section 6-111 (4), Temporary Signs, Announcement Signs, which allows for one (1) ground mounted sign per street frontage at a maximum of 32 square feet in sign area not to exceed six (6) feet in height above the crown of the abutting street and limited to being posted for a 180-day period before continued use of the sign is subject to approval by the building official; to allow for a continuous Announcement Sign along the construction fence to be installed along Coconut Road and near the intersection of Coconut Road Coconut Resort Point Resort Drive(approximately 1,320 linear feet), as identified on the “Temporary Signage & Graphics” Exhibit, not to exceed eight (8) feet in height, to be setback 1-foot from the right-of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

21. Deviation 21 seeks relief from LDC Section 6-112 (4), On-site directional signs, which allows a permanent wall or ground mounted sign along any interior

collector street at the interconnections with other interior streets at maximum of 10 square feet in sign area not to exceed six feet in height above the crown of the abutting street, and set back a minimum of 15 feet from the edge of the street right-of-way or easement; to allow for a temporary on-site directional sign as part of a continuous construction fence to be installed along a portion of Coconut Resort Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, not to exceed eight (8) feet in height, to be setback 1-foot from the right- of-way, and posted for an 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

22. Deviation 22 seeks relief from LDC Section 6-111 (b)(6)(a)(1)(iii), Temporary Signs, Real Estate, for any property ten acres or more in size, which allows for one (1) non-illuminated real estate sign per every 330 linear feet or major fraction on any one street, at a maximum of 32 square feet in sign area not to exceed six (6) feet in height above the crown of the abutting street, and setback a minimum of 15 feet from the right-of way line and 15 feet from the side lines; to allow for up to ten (10) non-illuminated real estate signs at one (1) sign per every 10 linear feet along Coconut Point Resort Drive, as identified on the "Temporary Signage & Graphics" Exhibit, not to exceed 28 SF per sign (4'x7'), to be setback 1-foot from the edge of pavement of private easement, not to exceed eight (8) feet in height above the crown of the abutting street for each sign, and posted for a 24-month period from the date of erection before continued use of the sign is subject to approval by the building official.

SECTION THREE: INCORPORATION OF RECORD

City Council of Bonita Springs hereby adopts and incorporates into this Ordinance the record of hearings, including testimony, reports, exhibits and attachments considered as part of the application, including specifically:

EXHIBITS:

A. Legal Description and Sketch of the Subject Property stamped August 16, 2022
B. Master Concept Plan stamped received April 26, 2023
C. Schedule of Uses stamped received August 16, 2022
D. Traffic Impact Memorandum (Trip Conversion Matrix) dated July 20, 2022
E. Temporary Signage and Graphics stamped received February 10, 2023

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 4th of October, 2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

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

DRAFT CITY COUNCIL MEETING MINUTES

August 16, 2023

1. Call to Order

Mayor Steinmeyer called the meeting to order at 9:00 a.m.

2. Invocation

Rev. Jeff Chitwood from Anchor Christian Church provided the invocation.

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance.

4. Roll Call

The City Clerk called the roll:

Present: 7 *Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon, Council Member Carr, Council Member Corrie, Council Member Fullick, Deputy Mayor Forbes*

Absent: 0

5. Approval of Agenda

No changes

6. Mayor's Welcome

Mayor Steinmeyer welcomed attendees and thanked them for their interest in city government.

7. Public Comment on Agenda Items

Brandon Forker, an applicant for the Technology Advisory Board, introduced himself to the Council.

Ben Nelson commented on agenda item 11B, dock setbacks as presented in the draft ordinance.

Trish Leonard, President of the Downtown Alliance, commented on the request from the Historical Society under agenda item 10B, and informed Council that the City is the Downtown Alliance's Member of the Month for August.

Joe Mazurkiewicz, representing the SW Florida Marine Industry Association, commented on agenda item 11B, dock setbacks as presented in the draft ordinance.

8. Proclamations and Presentations:

A. Appearance by the new President of Florida Gulf Coast University, Dr. Aysegul Timur. (Green Sheet No. 23-08-179)

Dr. Steve McIntosh and Dr. Timur briefly addressed the Council. Dr. Timur stated that she looks forward to working with council members during FGCU's next chapter.

B. Presentation and approval of Streamline Technology proposal to calibrate Imperial River Flood Forecast Tool. (Green Sheet No. 23-08-169)

Pete Singhofen of Streamline Technologies presented a proposal for a flood forecasting system for the City of Bonita Springs, which has the ability to provide both real-time flood risk information and 7-day advance flood forecasts. The tool will aid residents and emergency management personnel.

Council Member Carr motioned to approve the proposal; seconded by Deputy Mayor Forbes. The motion carried unanimously.

9. Consent Agenda:

Council Member Carr motioned to approve the Consent Agenda; Deputy Mayor Forbes seconded. The motion carried unanimously.

A. Approval of the August 2, 2023, Draft City Council Meeting Minutes

B. Confirm and ratify Resolutions Extending Local State of Emergency (Green Sheet No. 23-08-170)

C. Approve a Resolution to engage ten (10) firms for the City's Miscellaneous Water Quality Design and Engineering Services (CN 23-14) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-08-166)

D. Approve a Resolution to accept the Selection Committee's recommendation to engage ten (10) firms for the City's Miscellaneous Traffic Engineering Services (CN 23-16) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-08-167)

E. Approve Resolution awarding the Vegetation Management & Debris Removal in Leitner & Rosemary Canal Segments RFB 23-09 to the lowest responsive, responsible bidder, Mettauer Environmental, in the annual bid amount of $76,089.80, upon approval of all documentation. (Green Sheet 23-08-168)

F. Approve amendment #2 with the Florida Department of Environmental Protection (FDEP) for the Imperial Bonita Estates/Quinn/Downs/Dean west of Imperial Parkway Drainage Improvement Project (Green Sheet No. 23-08-171)

G. Approve purchase agreement amendment #2 for the Voluntary Home Buyout Program extending the agreement expiration date from August 25, 2023 to December 29, 2023 (Green Sheet No. 23-08-172)

DRAFT

H. Approve Resolution accepting the Selection Committee's recommendation to engage nine firms for the City's Miscellaneous Planning Services (CN 23-11). (Green Sheet No. 23-08-174)

I. Authorize staff, in coordination with Bonita Springs Utilities, to submit a grant proposal for a Septic to Sewer Project to the Florida Department of Environmental Water Quality Improvement Grant Program (Green Sheet No. 23-08-180)

10. Mayor and Council Member Items:

A. Update regarding the Lee County Recovery Task Force. (Green Sheet No. 23-08-173)

Council Member Corrie stated that the Recovery Task Force will be busy the next couple of months evaluating the initiatives that were developed by the nine committee branches. The Task Force held a joint meeting with the Board of County Commissioners Aug. 15, where it was decided by the Commission that, going forward, County staff will participate more directly in the efforts of the Task Force.

Council Member Corrie also reported on a recent meeting that he, the City Manager, and Assistant City Manager had with County representatives for the purpose of reviewing the City's project initiatives which were previously submitted to the Recovery Task Force.

B. Consider a request from the Historical Society to send a cutting of our Banyan tree to the town of Lahaina in Maui, Hawaii. (Green Sheet No. 23-08-177)

Council Member Corrie introduced the request on behalf of the Bonita Springs Historical Society. Council Member Corrie stated that the largest Banyan tree in the United States is currently in the town square of Lahaina, Maui, Hawaii; however, it was badly scorched in the recent brush fire. If the tree does not survive, the largest town center Banyan tree in the United States will then be the Bonita Springs tree. The Historical Society proposed gifting a cutting from our tree to Lahaina, if their tree does not survive, to grow a new tree. He clarified that the gift does not need to be sent now, but at an appropriate time.

Mayor Steinmeyer asked whether the City should consult an arborist before taking a cutting. City Manager Hunter stated that the City has an arborist on staff. Council Member Purdon stated that he commends the gesture but opposes proceeding so soon after the fire. Council Member Carr concurred with Council Member Purdon and questioned whether Lahaina would want the cutting. City Attorney Rooney stated that staff would need to first conduct research, as Hawaii has many agricultural restrictions. Staff will provide an update on their findings at a future Council meeting.

C. Consider two applications for appointment to the Technology Advisory Board. (Green Sheet No. 23-08-175)

Mayor Steinmeyer motioned to appoint Brandon Forker to the Technology Advisory Board; seconded by Council Member Carr. The motion carried unanimously.

DRAFT

11. City Attorney's Items:

A. FIRST READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM BORROWING NOT TO EXCEED $2,000,000 IN PRINCIPAL AMOUNT OF A DEBT OBLIGATION TO FINANCE CONTINUING GOVERNMENTAL OPERATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE DEBT OBLIGATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-08-178)

The Clerk read the ordinance title into the record. Council Member Carr motioned to move to Second Reading; seconded by Deputy Mayor Forbes. The Clerk recorded the vote by roll call; the motion carried unanimously.

B. FIRST READING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7- ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT, ARTICLE XII. - DOCK AND SHORELINE STRUCTURES; AND CHAPTER 9- DEFINITIONS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE. (Green Sheet No. 23-08-176)

The City Clerk read the ordinance title into the record. Mayor Steinmeyer motioned to move the ordinance to second reading; Deputy Mayor Forbes seconded. Discussion ensued.

Mayor Steinmeyer stated that he thinks that the draft ordinance should be reworked to align with the industry's opinions expressed previously. Council Member Purdon recommended that staff talk to Ben Nelson to gain a full understanding of his concerns, so Council can evaluate all sides of the issue before making a decision. Council Member Carr questioned the need for the ordinance. John Dulmer, Director of Community Development, addressed questions from Council.

The Clerk recorded the vote by roll call; the motion carried 6-1 (Council Member Carr opposed).

12. City Manager's Items:

A. Update regarding Hurricane Ian recovery

City Manager Hunter informed Council that staff continues to work with the City's consultant, Hagerty, on the Hurricane Ian after-action report.

John Dulmer, Director of Community Development, announced that the new software upgrade has been completed and the department can now accept online payments.

DRAFT

B. Update regarding fiscal year 2023-2024 draft budget

City Manager Hunter advised that staff will present an updated Capital Improvement Plan at the Sept. 6th Council meeting. She also reiterated the upcoming budget hearing schedule, and asked for direction on changing the start time of the Sept. 20th Council meeting from 9 am to 5:30 pm, to begin immediately follow the budget hearing. There were no objections to making the change.

City Manager Hunter and City Attorney Rooney addressed a letter from the County's Charter Review Committee, which invited the City to send a representative to a meeting scheduled for Sept. 12 regarding proposed Charter amendments involving municipal annexation of unincorporated areas. City Attorney Rooney will reach out to the County Attorney's office for more information about the proposed amendments and will report back to Council on Sept 6.

13. Mayor and Council Member Reports

Purdon - Provided an update from the Florida League of Cities Conference, held Aug. 10-12.

Bogacz - Announced that Fire Station #27 is officially re-open and operating at full capacity.

Corrie - Stated that there is an initiative for congressional legislation regarding hurricane income tax relief.

Fullick - Provided an update from the recent TDC meeting RE: lower bed tax revenue projections.

14. Public Comment

Ron George, President of Seascape Condominiums, thanked Community Development for their help in with hurricane recovery.

15. Adjournment

There being no further business, the meeting adjourned at 10:36 a.m.

Prepared by:

_____
Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

_____
Rick Steinmeyer, Mayor

DRAFT

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-183
September 6, 2023

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

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven day increments.

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

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 23-62 issued on August 14, 2023
2. Resolution No. 23-68 issued on August 21, 2023
3. Resolution No. 23-69 issued on August 28, 2023

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-62

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 14th day of August, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 8/15/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-68

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 21st day of August, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 8/21/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-69

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 28th day of August, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 8/28/23

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-197
September 6, 2023

REQUESTED MOTION: Confirm and ratify Resolution No. 23-70 declaring a Local State of Emergency due to Tropical Storm Idalia.

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On August 26, 2023, pursuant to Chapter 252, Florida Statutes Governor Ron DeSantis signed Executive Orders 2023-171 to declare a state of emergency, including Lee County, in response to the anticipated landfall of Tropical Storm Idalia.

Sec. 14-41 of the City's Code of Ordinances, empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action. Due to the threat of severe weather and potential impacts to the City, on August 28, 2023, the Mayor executed Resolution No. 23-70 declaring a state of emergency within the City with regard to then-Tropical Storm Idalia.

At this time, it is appropriate for City Council to ratify the Local State of Emergency.

STAFF RECOMMENDATION: Confirm and ratify the Local State of Emergency.

ATTACHMENTS:

1. Resolution No. 23-70

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 70

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM TROPICAL STORM IDALIA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Tropical Storm Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, forecasting specific to Lee County indicates a strong likelihood of significant impact on this area; and

WHEREAS, Tropical Storm Idalia is forecasted to become a major hurricane with landfall north of Lee County but whose effects including wind and storm surge will be felt within the City of Bonita Springs; and

WHEREAS, Tropical Storm Idalia has the potential for causing extensive flooding and potential wind and water damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, Chapter 252, Florida Statutes, provides authority for a political subdivision such as the City of Bonita Springs to declare a State of Local Emergency and to waive the procedures and formalities otherwise required of local governments by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community;

2. Entering into contracts;

3. Incurring obligations;

4. Employment of permanent and temporary workers;

5. Utilization of volunteer workers;

6. Rental of equipment;

7. Acquisition and distribution, with or without compensation, of supplies, materials and facilities;

8. Appropriation and expenditure of public funds.

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. Tropical Storm Idalia poses a serious threat to the lives and property of residents of the City of Bonita Springs and hereby declares a State of Local Emergency, effective August 28, 2023 for all territory within the legal boundaries of the City of Bonita Springs.

Section 2. This resolution is an emergency measure necessary for the protection of the public safety, due to the proximity of Tropical Storm Idalia.

Section 3. Pursuant to Chapter 14 of the Bonita Springs Code, the Mayor is authorized to declare a local state of emergency.

Section 4. The City Manager is hereby empowered with plenary authority on behalf of the City Council to take all actions necessary for protection of persons and property authorized by law.

Section 5. Effective Date

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 28th day of August, 2023.

AUTHENTICATION:

Rick Steinmeyer
Mayor

Michael Mehaffey
City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: 8/28/23

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-185
September 6, 2023

REQUESTED MOTION: Approve Master Agreement with Portland State University and Task Order #1 which provides for the scoping, drafting, and adoption of the State-mandated Comprehensive Plan Amendments, as determined by the City's Evaluation and Appraisal Review (E.A.R.), as well as the scoping of any optional Comprehensive Plan amendments.

REQUESTOR: Arleen M. Hunter, City Manager; Carly Sanseverino, Staff Attorney

AGENDA: Consent

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

BACKGROUND:

Earlier this year, the City completed its State-required Evaluation and Appraisal Review (EAR) of the City's Comprehensive Plan. The purpose of the EAR process, which occurs every seven years, is to determine whether plan amendments are necessary to reflect changes in state requirements during the cycle. The next step is to draft and adopt the required amendments to the Comprehensive Plan. Any desired optional amendments can be processed concurrently with the required amendments.

On July 19, 2023, Council approved the draft scope of work for the scoping, drafting, and adoption of State-mandated Comprehensive Plan Amendments, as well as the scoping of any optional amendments the Council may wish to pursue. After the initial scoping contemplated by the attached Task Order #1, staff will prepare a separate Task Order #2 to provide for the drafting of any desired optional amendments to be included in the final amendment package.

Dr. Banyan will continue to coordinate with FGCU to involve faculty and students throughout the process.

STAFF RECOMMENDATION: Approve the Master Agreement and Task Order #1

ATTACHMENTS:

1. Master Agreement
2. Task Order #1

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield

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PORTLAND STATE UNIVERSITY

INTERGOVERNMENTAL AGREEMENT
PROFESSIONAL SERVICES

This Agreement ("Agreement") is entered into between the City of Bonita Springs, a Florida municipality, hereinafter referred to as AGENCY, and Portland State University on behalf of its Mark O. Hatfield School of Government Center for Public Service, hereinafter referred to as UNIVERSITY.

This Agreement is authorized pursuant to ORS 190.010 and F.S. §163.01.

WITNESSETH:

WHEREAS AGENCY desires UNIVERSITY's professional services, in accordance with the SCOPE OF WORK hereunder;

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

UNIVERSITY will provide professional services to AGENCY, which may include, but are not limited to the following service areas:

- Professional and Leadership Training
- Organizational Assessment and Development
- Program and Service Effectiveness Evaluation
- Strategic Planning
- Citizen and Community Engagement
- Policy Analysis and Research
- Talent Development

AGENCY may request UNIVERSITY to provide any professional services within the scope of services set forth above. Upon receipt of a request for specific services, UNIVERSITY will respond with a project proposal or may decline to provide services. A project proposal will describe the scope of work, its timeline, budget, and the assignment of duties and responsibilities. Upon mutual acceptance of the project proposal, UNIVERSITY will prepare a task order ("Task Order" or "Task Orders") based upon the accepted proposal, which AGENCY and UNIVERSITY must execute. A sample Task Order is attached hereto and is marked Exhibit 1. The Task Order for a particular project supplements this Agreement. All Task Orders relating to projects mutually agreed upon by UNIVERSITY and AGENCY are covered under the terms of this Agreement.

ARTICLE II - AGREEMENT PERIOD

This Agreement is effective on the date of last signature and remains in effect until **June 30, 2024**. The term of this Agreement may be extended for additional periods by written mutual consent between the parties. The terms of this Agreement will remain in full force and effect for any Task Order authorizing performance of services under this Agreement that is executed prior to the expiration or termination of this Agreement.

ARTICLE III – CONSIDERATION

For fee-for-service projects, professional services will be billed according to the following rates:

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Center for Public Service (CPS) Rates List

Published CPS Services Fees effective July 1, 2023 (rates include indirect costs for the University)	
Personnel Type	**Billable Hourly Rates**
Faculty/CPS Director	$180 - $250
Staff	$50 - $120
First Stop Portland Study Tour Services	Up to $400
Senior Fellows	$165 - $250
Fellows	$50 - $120
PSU Specialists (GIS, Data Visualization, etc.)	$50 - 250
PhD Students	$42-$80
Master's Students	$32 - 50
Graduate Research Assistants	$80-$120
Consultants	$50 - $300

Examples of Reimbursable Expenses (rates DO NOT include administrative overhead)	
Type of Expense	**Cost/Unit**
Mileage	65.5 cents/mile
Parking	varies by city/district
Copies (black & white)	10 cents/copy
Copies (color)	69 cents/copy
Mailings	USPS rates
Supplies for workshop sessions (flipcharts, post-its, etc.)	$35.00/workshop session
Materials (binders, tabs, etc.)	$12.00/participant

Services will be billed at the above rates through June 30, 2024, and may be adjusted annually at the start of UNIVERSITY's fiscal year (July 1) and published online at www.pdx.edu/student-finance/tuition.

Unless otherwise indicated in a specific Task Order, UNIVERSITY will submit invoices to AGENCY quarterly (September, December, March, and June), which will be paid within 30 days of receipt.

AGENCY certifies that sufficient funds are available to finance AGENCY'S obligations under this Agreement within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation AGENCY will notify PSU of its intent to terminate this Agreement. AGENCY shall pay UNIVERSITY in full, upon completion of the project, for services provided in accordance with the specific project's Task Order as stated under Article I.

Invoices shall be sent to AGENCY on a quarterly basis or upon completion of workshops as defined in individual Task Orders, to the address indicated in ARTICLE IV, Notice. Payment shall be sent payable to PSU-CPS to the Center for Public Service, PO Box 751 (PA-ELI), Portland, OR 97207.

ARTICLE IV - NOTICE

Any notice provided for under this Agreement is sufficient if in writing and delivered to the following:

If to AGENCY: City of Bonita Springs

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9101 Bonita Beach Road
Bonita Springs, Florida 34135
Telephone: (239) 949-6262
Email: arleen.hunter@cityofbonitasprings.org

If to UNIVERSITY: Center for Public Service
Portland State University
PO Box 751, MC: PA-ELI
Portland, OR 97207
Attn: CPS Budget Administrator
Telephone: 503-725-8259
Email: everettj@pdx.edu

WITH A COPY TO:

Portland State University
Contracting & Procurement Services
Attn: Contracts Officer
PO Box 751, MC: FAST-CAPS
Portland, OR 97207-0751
Telephone: (503) 725-3441
Facsimile: (503) 725-5594
Email: contract@pdx.edu

ARTICLE V - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work as stated in ARTICLE I - SCOPE OF WORK. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least six (6) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY's performance hereunder.

ARTICLE VI – CONFIDENTIALITY

Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192) and Florida Statutes Chapter 119, UNIVERSITY agrees to keep confidential any AGENCY proprietary information that AGENCY designates as such and supplies to UNIVERSITY during the course of this Agreement. Such information will not be included in any published material without prior approval by AGENCY. Except for as otherwise required to be disclosed pursuant to Oregon Public Records Law (ORS 192) and Florida Statutes Chapter 119, AGENCY agrees to keep confidential any UNIVERSITY proprietary information the UNIVERSITY designates as such and supplies to AGENCY during the course of this Agreement.

ARTICLE VII - COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262,

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CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, clerk@cityofbonitasprings.org.

ARTICLE VIII - ASSIGNMENT
Neither party may assign or transfer any interest in this Agreement, or assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE IX – WORK PRODUCT
All work product of UNIVERSITY that results from this Agreement (the "Work Product") is the exclusive property of UNIVERSITY. UNIVERSITY and AGENCY do not intend that such Work Product be deemed a "work made for hire" where AGENCY would be deemed the author. If for any reason the work product is deemed a "work made for hire," AGENCY hereby irrevocably assigns to UNIVERSITY all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Notwithstanding the foregoing language, AGENCY in all circumstances retains the right to use, circulate and reproduce the Work Product for its own use.

ARTICLE X - PATENT RIGHTS
All rights to inventions or discoveries arising from research conducted under this Agreement belong to UNIVERSITY. Any such inventions and discoveries shall be disposed of in accordance with UNIVERSITY's policy. AGENCY has a time-limited first right to negotiate a license to such inventions and discoveries.

ARTICLE XI - PUBLICATIONS
UNIVERSITY agrees that all publications that result from work under this Agreement will acknowledge that the project was supported by an award from AGENCY.

ARTICLE XII - GENERAL PROVISIONS
In the absence of reference to the terms and conditions contained within the prime source of funding, UNIVERSITY is not responsible for compliance with any terms that are not included or specifically referenced in this Agreement.

ARTICLE XIII - TERMINATION
This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

ARTICLE XIV – CERTIFICATIONS
By execution of this Agreement or acceptance of any payments under this Agreement, UNIVERSITY certifies that:

1. UNIVERSITY is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

2. UNIVERSITY is not delinquent on the repayment of any federal debt.

3. UNIVERSITY is in compliance with Sections 5151 to 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-960, Title V, Subtitle D).

4. To the best of UNIVERSITY's knowledge and belief:

    (a) No federally appropriated funds have been paid or will be paid by or on behalf of the UNIVERSITY to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan,

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the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, UNIVERSITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

UNIVERSITY shall require that the language of this certification be included in the award documents for all federal sub-awards at all tiers (including agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federal funds shall certify and disclose accordingly.

5. UNIVERSITY shall notify AGENCY immediately if there is any change of UNIVERSITY's status to the extent that UNIVERSITY is no longer able to comply with ARTICLE XIV – CERTIFICATIONS.

ARTICLE XV –SIGNATURES

This Agreement may be signed in two (2) or more counterparts, each of which is deemed an original, and which, when taken together, constitutes one and the same agreement. AGENCY and UNIVERSITY agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

THIS AGREEMENT TOGETHER WITH EXHIBIT 1 CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT BINDS EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. UNIVERSITY AND AGENCY, BY THE SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

PORTLAND STATE UNIVERSITY

DocuSigned by:
By: Sara Saltzberg
C01C3200CBAB44B...
Center for Public Service Director

Date: 8/11/2023

By: Paul L. Thomas
Paul L. Thomas, Sr. Contracts Officer

Date: August 11, 2023

CITY OF BONITA SPRINGS

By: _____

Title: _____

Date: _____

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EXHIBIT 1
SAMPLE TASK ORDER
PORTLAND STATE UNIVERSITY
[AGENCY NAME]

PROJECT:_____

This Task Order supplements the Intergovernmental Agreement for Professional Services ("Agreement") entered into between Portland State University and the AGENCY. The parties agree that the Agreement is hereby supplemented as follows:

Description of Services:

Cost:

Delivery Schedule:

Project Contacts:

PSU:

Agency:

Other:

IN WITNESS HEREOF, the parties have duly executed this Task Order effective the date of last signature:

PORTLAND STATE UNIVERSITY

By: _____
Center for Public Service Director

Date:_____

By: _____
Contracts Officer

Date:_____

AGENCY

Name: _____

Title: _____

Date: _____

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EXHIBIT 1
TASK ORDER 1
PORTLAND STATE UNIVERSITY
CITY OF BONITA SPRINGS (FLORIDA)

This Task Order supplements the Intergovernmental Agreement for Professional Services ("Agreement") entered into between Portland State University and the AGENCY. The parties agree that the Agreement is hereby supplemented as follows:

Description of Services:
AGENCY seeks to amend its comprehensive plan to be consistent with state law and its vision. To accomplish this, PSU will develop and propose comprehensive plan language necessary to achieve this goal, including new goals, objectives and policies and amendments to existing goals, objectives and policies. PSU anticipates key tasks associated with distinct phases that may occur in a linear or overlapping timeline.

Phase 2: State-Mandated Amendments

Phase 2 focuses on the state-mandated amendments to the City of Bonita Springs Comprehensive Plan as outlined in the 2023 Evaluation and Appraisal Report (2023 EAR).

a) ***Project Initiation.*** Review 2023 EAR and any recent legislation to outline the scope of the required comprehensive plan amendments. Draft comprehensive outline consisting only of state-mandated amendments. Project initiation includes one (1) meeting with city staff.
b) ***City Council and LPA Meeting(s).*** Conduct individual one-on-one meetings with City Council members to communicate the process and the scope of proposed amendments. Prepare and present overview of proposed amendments to the Local Planning Agency (LPA). Participate in City Council meeting for direction on proposed amendments. Revise scope of proposed amendments as needed and directed. Conduct additional individual one-on-one meetings with City Council members following Tasks 2(c) and 2e).
c) ***Draft Amendments.*** Draft goals, objectives, policies, principles, guidelines, standards, strategies, and maps necessary to comply and maintain consistency with state laws. Formatting will be consistent with generally accepted standards for amendments (e.g., underlining and strikethrough). Task includes additional research and stakeholder meetings needed to ensure amendments are consistent with state law and the City's vision.
d) ***Civic Engagement.*** Host no more than two (2) public meetings with stakeholders, business owners, civic groups, and citizens to obtain feedback on state-required amendments. One (1) meeting will be held prior to amendment draft(s) and one (1) meeting after amendments are drafted. Civic engagement outreach efforts will be coordinated with the city staff to ensure maximum access and participation. Revise amendments as needed based upon public input. Additional public meetings are optional and will be charged at a fixed fee rate as described in proposed budget.
e) ***Draft Final Report and Amendment Package.*** Prepare draft final report and amendment package for internal staff review and comment. Report will include a project overview, amendment package, and a summary of feedback from members of the public and City Council. Revise as needed.
f) ***Final Project Report.*** Revise project report to document the amendment process.
g) ***Adopt Amendments.*** Prepare presentation and present draft amendment package to LPA and City Council consistent with State Coordinated Review process; revise project report to respond to LPA and City Council comments. Task includes one (1) LPA transmittal hearing; and 1 (1) City Council transmittal hearings (first reading); one (1) city council adoption hearings (second reading).

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h) ***Department of Economic Opportunity.*** Coordinate with the Department of Economic Opportunity (DEO) consistent with State Coordinated Review process. Update proposed amendment package based upon DEO comments and staff direction.

Phase 3: Scoping Optional Amendments

Optional Amendment Package. The intent of Phase 3 is to create the necessary comprehensive plan amendments to reflect the city's vision and City Council's strategic plan.

a) ***Project initiation/initial data collection and analysis***. Review materials and city vision as identified in the 2023 EAR process. Prepare outline of optional amendments for discussion.

b) ***City Council and LPA Meeting(s).*** Conduct individual one-on-one meetings with City Council members and Local Planning Agency (LPA) members to discuss process, findings, and further refinement of optional amendments scope. Conduct workshop with City Council members to evaluate direction for optional amendments. Revise direction and scope of proposed amendments as directed. Confirm additional optional amendments scope and budget.

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Cost:

	Total
Task 2a: Project Initiation	
Administration	
Prepare outline of State-Required Amendments	
Meeting with City Staff	
Subtotal Task Fee	*$1,976.00*
Task 2b: City Council & LPA Meetings	
Meeting with LPA (1) (No Fee)	
One-on-One meetings with City Council (7) (pre-draft)	
One-on-One meetings with City Council (7) (post-draft)	
City Council 9/20/2023 meeting	
Subtotal Task Fee	*$8,324.00*
Task 2c: Draft Amendments	
Draft comprehensive plan state-mandated amendments	
Subtotal Task Fee	*$11,600.00*
Task 2d: Civic Engagement	
Public meetings (2)	
Subtotal Task Fee	$9,134.88
Task 2e: Draft Final Report & Amendment Package	
Draft amendment package	
Subtotal Task Fee	*$4,052.00*
Task 2f: Adopt Amendments	
Transmittal hearings (1) LPA & (1) Council	
Adoption hearings (1) Council	
Revise final report and amendment package	
Subtotal Task Fee	*$5,144.00*
Task 2g: DEO Coordination	
Coordinate transmittal package	
Update amendments following DEO review	
Subtotal Task Fee	*$3,000.00*
Task 3a Scoping: Project Initiation	
Prepare outline of optional amendments for discussion	
Meeting with City Staff (no charge - combined with state required)	
Subtotal Task Fee	*$1,680.00*
Task 3b: Scoping City Council & LPA Meetings*	
Scoping meeting with LPA (1)	
One-on-One meetings with City Council (7) (no fee)	
One-on-One meetings with City Council (7) (no fee)	
City Council meeting 9/20/23 (no fee)	
Subtotal Task Fee	*$1,260.00*
Subtotal Labor HOURS	*259.00*
Subtotal Labor	**$46,170.88**
Supplies and Travel - Cost Reimbursable (4% Project) @ 21% PSU Overhead	$2,234.67
Fixed Fee Budget*	**$46,170.88**
Cost Reimbursable (see line 63)	**$2,234.67**
Total Budget	**$48,405.55**

*Fixed fee contract - Hours estimated as basis for fee

Additional Team Members
Florida Gulf Coast University Faculty and Graduate Student
Optional meeting support Stantec

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Delivery Schedule:

Table 1: Project Schedule and Key Deliverables

	Deliverable	Critical Date
Task Order 1 (State-Required Amendments and Optional Scoping)		
Scope and direction of state-required amendments	9/18/2023	
Preliminary outline of optional amendments for discussion	9/18/2023	
Proposed Scope of Optional Amendments	9/29/2023	
Pending Task Order 2 (Optional Amendments) Agreement & Notice to Proceed		10/4/2023
State-Required Amendments Draft	1/31/2024	
State-Required Amendments Final Report and Amendment Package	2/22/2024	
Amendment package for final adoption	9/30/2024*	
(Pending Task Order 2) Optional Drafting & Adoption (TBD)		
Optional Amendments Draft	1/31/2024	
Optional Amendments Final Report and Amendment Package	2/22/2024	
Amendment package for final adoption	9/30/2024*	

*State coordinated review process allows for adoption of amendments no later than 180 days following DEO review. Anticipated adoption meeting(s) to be held on 5/1/2024.

Project Contacts:

PSU:

For Project:
Margaret Banyan
Senior Fellow
Portland State University
Hatfield School of Government
Center for Public Service
PO Box 751 (PA-ELI)
Portland, Oregon 97207-0751
Email: mbanyan@pdx.edu

For administration:
Portland State University
Attn: Erica Fulton, Operations Manager
PO Box 751, MC: PA-ELI
Portland, OR 97207
Telephone: 503-725-8259
Email: fultoner@pdx.edu

Agency:
City of Bonita Springs FL
Attn: Carly Sanseverino
9101 Bonita Beach Road
Bonita Springs, FL 34135
Telephone: 239-949-6262
Email: carly.sanseverino@cityofbonitasprings.org

Other: N/A

IN WITNESS HEREOF, the parties have duly executed this Task Order effective the date of last signature:

PORTLAND STATE UNIVERSITY

By: Sara Saltzberg
C61C3266CBAB44B...
Center for Public Service Director

Date: 8/11/2023

By: Paul L. Thomas
Paul L. Thomas, Sr. Contracts Officer

Date: August 11, 2023

AGENCY

Name: _____

Title: _____

Date: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-188
September 6, 2023

REQUESTED MOTION: Approve amendment #2 extending the contract expiration date between the City and Lee County Human and Veteran Services for the Community Development Block Grant CARES Act (CDBG-CV) funds for the Food Insecurity Program.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #5 Strengthen City Finance, #7 Government Transparency

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BACKGROUND: On October 7, 2020 City Council approved a CDBG-CV entitlement contract with Lee County Human and Veteran Services for the U.S. Housing and Urban Development (HUD) as part of the CARES Act program. The contract provided for an expiration date of February 28, 2023.

The City entered into six (6) sub-recipient agreements with local non-profits to provide food insecurity programs to the Citizens of Bonita Springs.

Amendment #1 extended the CDBG-CV funding from February 28, 2023 to September 30, 2023 and approved by City Council on January 18, 2023.

Amendment #2 extends the program from September 30, 2023 to June 30, 2024 in order for three (3) of the sub-recipients to expend their food insecurity funds. The remaining three (3) sub-recipients have spent their allocation and staff has closed their contracts.

STAFF RECOMMENDATION: Approve amendment no. 2 extending the contract expiration date from September 30, 2023 to June 30, 2024.

ATTACHMENTS:

1. CDBG-CV Amendment #2

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

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

CONTRACT AMENDMENT

PROVIDER: **City of Bonita Springs** Contract No: **9426**
Contract Term: 03/01/2022 thru ~~09/30/2023~~ 06/30/2024

Amendment No: 2

Effective Date of Amendment: 08/01/2023
Funding source: CDBG CARES ACT (Community Development Block Grant)

Justification: Contract Term is being extended through 06/30/2024. Contract is being extended to allow expenditure of complete CDBG CARES funds available and to provide services to clients. Scope of Service and amount of contract remains unchanged.

Language Modification

Article II TERM OF CONTRACT – This contract shall begin on 03/01/2022 and end on 06/30/2024 unless terminated as specified in Article IX, Suspension/Termination.

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

LEE COUNTY

Verified by: Sheena Journey
Title: Contract Coordinator
Date: 08/16/2023

Reviewed by: Stacy Shelnutt
Title: Manager
Date: 8/16/23

Approved by: DMM
Title: Director, Human and Veteran Services
Date: 8.21.23

PROVIDER:

Authorized Official: _____
(signature)
Name printed: _____

Title: _____

Date: _____

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

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-181
September 6, 2023

REQUESTED MOTION: Approve Resolution accepting the Selection Committee's recommendation to engage Trimmers Holiday Décor, Inc. in the amount of $84,000 for the City's Holiday Lighting 2023 and 2024 Downtown Bonita Springs Riverside Park and Surrounding Area (RFP 23-18) upon approval of all documentation.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On August 2, 2023, the City received three (3) sealed responses for Holiday Lighting 2023 and 2024 Downtown Bonita Springs Riverside Park and Surrounding Area RFP 23-18.

On August 8, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended Trimmers Holiday Décor, Inc. to provide for the City's Holiday Lighting 2023 and 2024 Downtown Bonita Springs Riverside Park and surrounding areas in the amount of $84,000.00 upon approval of all documentation.

STAFF RECOMMENDATION: Approve resolution.

ATTACHMENTS:

1. Resolution
2. Bid Comparison

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO TRIMMERS HOLIDAY DECOR, INC. FOR THE CITY'S HOLIDAY LIGHTING 2023 AND 2024 DOWNTOWN BONITA SPRINGS RIVERSIDE PARK AND SURROUNDING AREA AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, the City advertised for Holiday Lighting 2023 and 2024 Downtown Bonita Springs Riverside Park and Surrounding Area and received three (3) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and ranked the firms as follows:

1. Trimmers Holiday Décor, Inc.
2. Light ER Up Mia
3. South Florida Lighting Team, LLC

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

Section 1. Staff is hereby authorized to enter into an agreement with Trimmers Holiday Décor, Inc. for the City's Holiday Lighting 2023 and 2024 Downtown Bonita Springs Riverside Park and Surrounding Area RFP 23-18. A summary of the responding firms, in no particular order, is attached hereto as Exhibit "A."

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 September, 2023.

AUTHENTICATION:

_____ _____
Mayor Rick Steinmeyer City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

EXHIBIT A

Bidder	Total Bid Amount
Trimmers Holiday Decor, Inc.	$84,000
Light ER Up Mia	$86,505
South Florida Lighting Team	$163,427.21

The City of Bonita Springs

9101 Bonita Beach Road

Bonita Springs, FL 34135

RFP OPENING – TABULATION SHEET

RFP NO.: RFP-23-18

RFP TITLE: Holiday Lighting 2023 and 2024 Downtown Bonita Springs Riverside Park and Surrounding Area

OPENING DATE: August 2, 2023

TIME: 2:00 P.M.

OPENED BY: Mike Sheffield

Bidder	Total Lump Sum Amount
Trimmers Holiday Décor, Inc.	Lighting :$56,000 Embellishment:$28,000
Light Er Up Mia	Lighting :$63,750 Embellishment:$22,755
South Florida Lighting Team, LLC	Lighting :$76,086.82 Embellishment:$87,340.39

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-186
September 6, 2023

REQUESTED MOTION: Approve Resolution to accept the Selection Committee's recommendation to engage thirteen firms for the City's Miscellaneous Roadway and Bridge Services (CN 23-13).

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

On July 25, 2023, the City received thirteen (13) sealed Letters of Interest for Miscellaneous Roadway and Bridge Services CN 23-13.

On August 17, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended thirteen (13) firms to provide professional services to the City. Listed in no particular order, these firms are:

American Structurepoint	Highspans Engineering
Agnoli, Barber & Brundage	Johnson Engineering
McMahon	Rummel, Klepper & Kahl
Kimley-Horn	Q. Grady Minor
KCI Technologies	Trebilcock Consulting
CW3 Engineering	Kisinger Campo
BCC Engineering	

STAFF RECOMMENDATION: Staff recommends award of Miscellaneous Roadway and Bridge Services to the thirteen (13) above-referenced firms.

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 –

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 13 FIRMS FOR THE CITY'S MISCELLANEOUS ROADWAY & BRIDGE SERVICES CN 23-13 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE THIRTEEN (13) FIRMS SELECTED.

WHEREAS, the City advertised for Miscellaneous Roadway and Bridge Services and received thirteen (13) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and selected the following firms:

- Kisinger Campo & Associates
- Q. Grady Minor
- McMahon
- American Structurepoint
- Johnson Engineering
- Kimley-Horn
- Agnoli, Barber & Brundage
- Rummel, Klepper & Kahl
- KCI Technologies
- Trebilcock Consulting
- CW3 Engineering
- BCC Engineering
- Highspans Engineering

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

Section 1. To approve the Selection Committee's recommendation to engage the thirteen (13) firms enumerated above for the City's Miscellaneous Roadway and Bridge Services CN 23-13.

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 6 day of September, 2023.

AUTHENTICATION:

_____ _____
Mayor Rick Steinmeyer City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-187
September 6, 2023

REQUESTED MOTION: Approve a Resolution to accept the Selection Committee's recommendation to engage two firms for the City's Water Quality Sampling and Flow Measurement Services (CN 23-17).

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Improve Storm Water Management

BACKGROUND:

On July 13, 2023, the City received two (2) sealed Letters of Interest for Water Quality Sampling and Flow Measurement Services CN 23-17.

On August 17, 2023, the Selection Committee met to evaluate the submittals. After review, the committee recommended two (2) firms to provide professional services to the City. These firms are:

Johnson Engineering

Wetland Solutions

STAFF RECOMMENDATION: Staff recommends award of Water Quality Sampling and Flow Measurement Services to the two (2) above-referenced firms.

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23 –

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 2 FIRMS FOR THE CITY'S WATER QUALITY SAMPLING & FLOW MEASUREMENT SERVICES CN 23-17 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE TWO (2) FIRMS SELECTED.

WHEREAS, the City advertised for Water Quality Sampling and Flow Measurement Services and received two (2) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and selected the following firms:

- Wetland Solutions
- Johnson Engineering

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

Section 1. To approve the Selection Committee's recommendation to engage the two (2) firms enumerated above for the City's Water Quality Sampling and Flow Measurement Services CN 23-17.

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 6 day of September, 2023.

AUTHENTICATION:

_____ _____
Mayor Rick Steinmeyer City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Date filed: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-194
September 6, 2023

REQUESTED MOTION: Approve purchase agreement to acquire vacant land for the Spring Creek Bonita Springs Golf Course Stormwater Project.

REQUESTOR: Matt Feeney, Assistant City Manager and Derek Rooney, City Attorney

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management

BACKGROUND: During the February 1, 2023 City Council meeting Council approved a purchase agreement with BS Parcel Holdings LLC to acquire land for stormwater purposes for the project located on the defunct Bonita Springs Golf Course property.

In addition to the BS Parcel Holdings LLC properties, the regional stormwater project required a 2.06 acre piece of property owned by Bonita Springs Utilities (BSU), Inc. Staff has coordinated with BSU to acquire the property. The attached purchase and sales agreement will conclude the transfer, subject to minor changes as approved by the City Attorney.

STAFF RECOMMENDATION: Approve purchase agreement to acquire vacant land for the Spring Creek Bonita Springs Golf Course Stormwater Project.

ATTACHMENTS:

1. Sales Contract

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Matt Feeney

1. Sale and Purchase: Bonita Sprinngs Utility, Inc. ("**Seller**") and City of Bonita Springs ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: Portion of 23850 Cockshell Drive, Bonita Springs, FL 34135
Legal Description: See Sketch and Description Attached hereto and incorporated herein
SEC ___/TWP ___/RNG ___ of _____ County, Florida. Real Property ID No.: _____
including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 281,763.50
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: GrayRobinson, P.A.
Escrow Agent's Contact Person: Richard J. Swift, Jr.
Escrow Agent's Address: 1404 Dean Street, Suite 300, Fort Myers, FL 33901
Escrow Agent's Phone: 239-340-7979
Escrow Agent's Email: richard.swift@grayy-robinsoon.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)
after Effective Date ..... $ 0
(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $ _____
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... $ _____
(d) Other: _____ ..... $ _____
(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 281,763.50

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 8/31/23, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. Closing Date: This transaction will close on 2 weeks from execution ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

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5. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and

(**Check one**) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

8. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (**Check (1) or (2)**)

(1) ☐ **Feasibility Study: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

❑ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ❑ **Seller** ❑ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) N/A (**Seller's** Broker) will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____

(b) N/A (**Buyer's** Broker) will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

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20. Additional Terms: Notwithstanding anything to the contrary, Buyer shall pay for all closing expenses except for Deed documentary stamp taxes which shall be paid by Seller.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____

Print name: _____

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: _____

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Effective Date: _____ **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

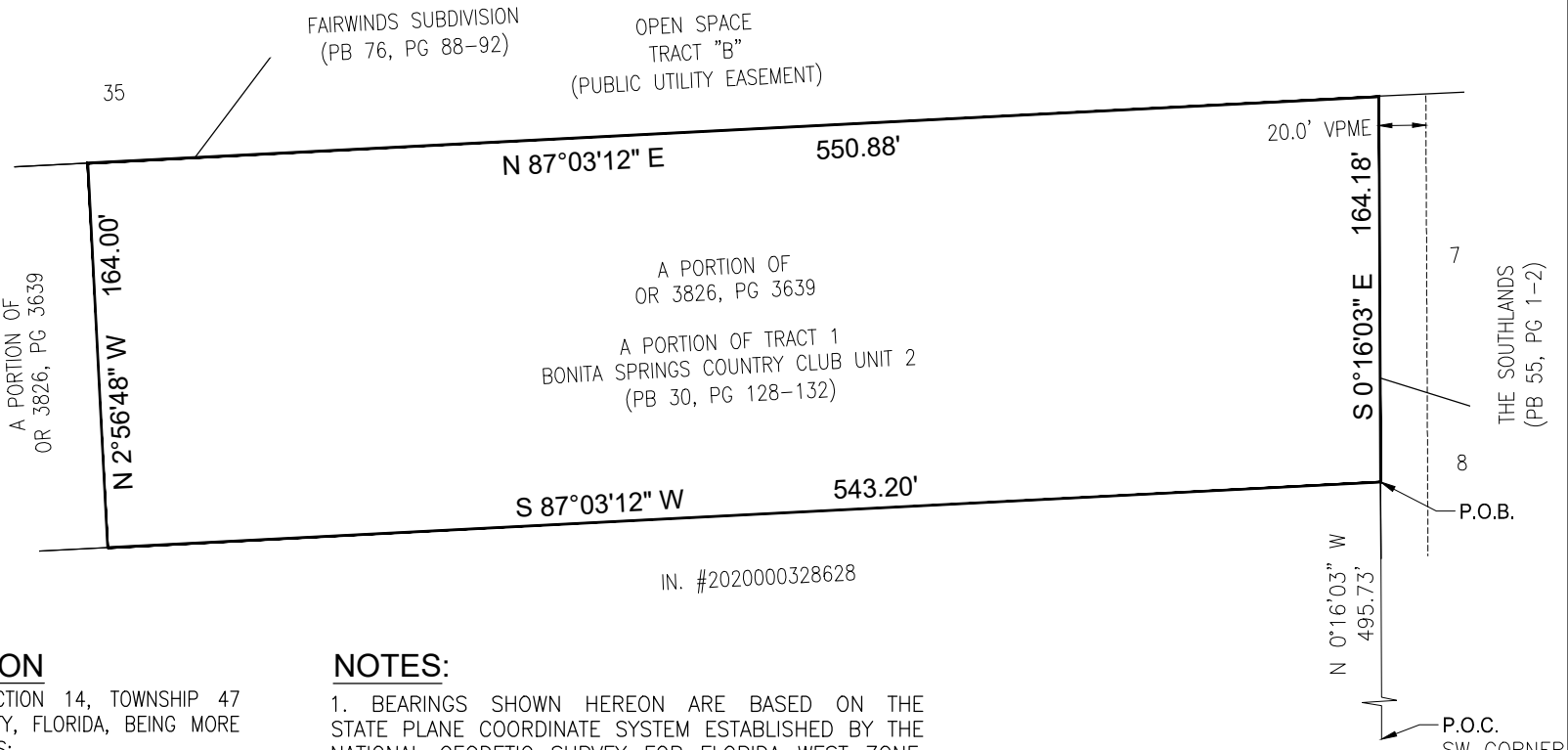
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LEGEND:

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
OR	OFFICIAL RECORDS BOOK
IN	INSTRUMENT NUMBER
PB	PLAT BOOK
PG	PAGE(S)
VPME	VEGETATION PLANTING & MAINTENANCE EASEMENT



PROPERTY DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 13, THE SOUTHLANDS, AS RECORDED IN PLAT BOOK 55, PAGES 1 AND 2, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID THE SOUTHLANDS NORTH 00°16'03" WEST, FOR 495.73 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE DEPARTING SAID WEST LINE SOUTH 87°03'12" WEST, FOR 543.20 FEET; THENCE NORTH 02°56'48" WEST, FOR 164.00 FEET; THENCE NORTH 87°03'12" EAST, FOR 550.88 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED WEST LINE; THENCE ALONG SAID WEST LINE SOUTH 00°16'03" EAST, FOR 164.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 2.06 ACRES, 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 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE WEST LINE OF THE SOUTHLANDS, AS RECORDED IN PLAT BOOK 55, PAGES 1 AND 2, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING NORTH 0°16'03" WEST.

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

3. THIS SKETCH AND DESCRIPTION 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 SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

0 40' 80' 160'

SCALE: 1" = 80'

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

-N-

NOT A SURVEY

DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	BSFCSLS
SCALE:	1" = 80'
DATE:	12 JUNE 2023
FILE:	23-84-SL
SHEET:	1 of 1

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

SKETCH AND DESCRIPTION

A PARCEL OF LAND

LYING IN
SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE SIGNED

DONALD L. SAINTENOY III, P.S.M
FL LICENSE #6761
FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2023\84 - BONITA SPRINGS GC UPDATE (BSGCUPD)\SURVEY\SKETCH & LEGALS\23-84-SL.DWG

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-195
September 6, 2023

REQUESTED MOTION: Approve Resolution and Change Order No 2 for FEMA Public Assistance Grant Program Services related to Hurricane Ian reimbursement

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

AGENDA: Consent

STRATEGIC PRIORITY: #5 Strengthen/Enhance City Finances

BACKGROUND:

On December 21, 2022, the City Council awarded the Request for Proposals for Federal Emergency Management Agency (FEMA) Public Assistance Grant Program Services, RFP 22-11, to thirteen qualified proposers and professional services agreements were executed with these vendors.

For Hurricane Ian reimbursement, FEMA Recovery Policy provides contributions to the City's management costs based on actual cost incurred up to 5% of the total award amount.

The City executed a Supplemental Task Authorization (STA) with Hagerty Consulting in the amount of $50,000 to begin the process of requesting reimbursement and Change Order No 1 was approved for $175,000. As the City continues to move through FEMA reimbursement process additional funding for contractual assistance is needed. Based upon the amount of projected costs currently submitted to FEMA, we request an additional allocation of $236,240.00.

These contractual grant management costs are anticipated to be reimbursed by FEMA.

STAFF RECOMMENDATION: Approve Resolution and Change Order/Supplemental Task Authorization.

ATTACHMENTS:

1. Resolution
2. Change Order

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

CITY OF BONTIA SPRINGS, FLORIDA
RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING CHANGE ORDER NO. 2 WITH HAGERTY CONSULTING FOR FEMA PUBLIC ASSISTANCE GRANT PROGRAM SERVICES FOR HURRICANE IAN IN THE AMOUNT OF $236,240.

WHEREAS, On December 21, 2022, the City Council awarded the Request for Proposals for Federal Emergency Management Agency (FEMA) Public Assistance Grant Program Services, RFP 22-11, to thirteen qualified proposers and professional services agreements were executed with these vendors; and

WHEREAS, For Hurricane Ian reimbursement, FEMA Recovery Policy provides contributions to the City's management costs based on actual cost incurred up to 5% of the total award amount; and

WHEREAS, as the City continues to move through the FEMA reimbursement process additional funding for contractual assistance is needed.

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

Section 1. The foregoing recommendation is hereby approved.

Section 2. Hagerty Consulting Change Order #2 in the amount of $236,240 is approved.

Section 3. 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 6st day of September, 2023.

AUTHENTICATION:

_____ _____
Mayor Rick Steinmeyer City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

Date filed: _____

CITY OF BONITA SPRINGS PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

☒ Change Order Number: 2

☐ Supplemental Task Authorization Number: N/A

(A Change Order or Supplemental Task Authorization Requires Approval by the City Manager for Expenditures under $50,000 or Approval by the Bonita Springs City Council for Expenditures over $50,000).

MISC. CONTRACT: Misc. FEMA PA Grant Program Services / SOLICITATION NUMBER: RFP-22-11

PROJECT NAME: FEMA PA Grant Program Services-Hurricane Ian / CONTRACT NUMBER: BSC-23-05-120

CONSULTANT: Hagerty Consulting / ACCOUNT NUMBER: 13.709.525.3130

REQUESTED BY: Lisa Griggs Roberson Finance / DATE OF REQUEST: 9/6/23

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant is authorized to and shall proceed with the following:

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED:
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED:
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED:
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED:
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED:

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

This space intentionally left blank

It is understood and agreed that the acceptance of this modification by the Consultant constitutes an accord and satisfaction. All the remaining terms in the original Agreement, remain the same.

ACCEPTED:	ATTEST:	CITY APPROVAL:
Consultant Signature	City Clerk	City Manager (Under $50,000)
Print Name	Date	Date Approved
Address	Approved By:	Approved By:
Address	City Attorney's Office	Mayor, City Council for Bonita Springs
Date Accepted	Date Approved	Date Approved

Corporate Seal

Exhibit A

Scope of Professional Services
FEMA PA Grant Program Services – Hurricane Ian

Date: Enter date

☒ Change Order Number: 2

☐ Supplemental Task Authorization Number: N/A

Section 1 Changes to Professional Services

The Scope of Professional Services as set forth in Exhibit A of the Professional Services Agreement is hereby supplemented or changed, so that the Consultant shall provide and perform the following professional services, tasks or work as a supplement to or change to the Scope of Services previously agreed to and authorized.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in Compensation and Method of Payment.

Tasks have not change – this change order is for additional allocation of funds

Exhibit B

Compensation and Method of Payment
FEMA PA Grant Program Services – Hurricane Ian

Date: June 21, 2023

☒ Change Order Number: 2

☐ Supplemental Task Authorization Number: N/A

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

NOTE: A lump sum (LS) or not-to-exceed (NTE) amount of compensation to be paid the Consultant should be established and set forth below for each task or sub-task described and authorized in the Scope of Professional Services. Tasks to be paid on a work-in-progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	FEMA Public Assistance (PA) Grant Program consulting services	$236,240.00	NTE	
TOTAL		$236,240.00		

Section 2 Summary of Change(s) in Compensation

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, the compensation the City has previously agreed to pay to the Consultant, as set forth in the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1	FEMA Public Assistance (PA) Grant Program consulting services	$50,000.00	$175,000.00	$236,240.00	$461,240.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
TOTAL		$ 50,000.00	$ 175,000.00	$ 236,240.00	$ 461,240.00

Exhibit C

Time and Schedule of Performance
FEMA PA Grant Program Services – Hurricane Ian

Date: June 21, 2023

☒ Change Order Number: 2

☐ Supplemental Task Authorization Number: N/A

Section 1 Change(s) in Time and Schedule of Performance

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order or Supplemental Task Authorization is as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	FEMA PA Grant Program Services – Hurricane Ian	0	As needed

Section 2 Summary of the Impact of Change(s) in Time and Schedule of Performance on the Overall Project

Pursuant to and in consideration of the changes in the Scope of Professional Services in this Change Order or Supplemental Task Authorization, the time and schedule the City and the Consultant have previously agreed to for all of the work to be done under the Professional Service Agreement shall be changed as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
FEMA PA Grant Program Services – Hurricane Ian

Date: June 21, 2023

☒ Change Order Number: 2

☐ Supplemental Task Authorization Number: N/A

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
N/A		

EXHIBIT E

Project Guidelines and Criteria
FEMA PA Grant Program Services – Hurricane Ian

Date: June 21, 2023

☒ Change Order Number: 2

☐ Supplemental Task Authorization Number: N/A

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

(If none, enter the word "none" in the space below)

Item No. 1
None

EXHIBIT F

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

(1) The prospective vendor certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR:

_____
Company Name

_____
Unique Entity ID # (from SAM.gov)

_____ _____
Signature Date

_____
Print Name

_____
Street Address

_____
City State Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by:

_____ _____
Name Date

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-182
September 6, 2023

REQUESTED MOTION: Consider an application for appointment to the Special Events Committee.

REQUESTOR: Council Member Laura Carr, District 3

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: n/a

BACKGROUND:

The Special Events Committee is comprised of 8 appointed members. Rachael Kline has expressed interest in serving on the Special Events Committee and an application is attached.

The current Special Events Committee consists of the following persons:

1. Bobbi Bird- Committee Chair
2. Michel Wilk-Vice Chair
3. Kathy McGrath-Committee Member
4. Teri Lamaine- Committee Member
5. Michael Duffy- Committee Member

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Resolution
2. Applications from Prospective Appointees

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS APPOINTING ONE MEMBER TO THE CITY OF BONITA SPRINGS SPECIAL EVENTS COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida adopted Ordinance No. 01-50 establishing the City of Bonita Springs Special Events Committee; and amended by Resolution 02-62, then by Resolution 05-124 to allow four-year terms.

WHEREAS, Section 3, of the Ordinance sets forth the Appointment and Composition of the Committee, which is to consist of 8 members;

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

Section 1. The following persons are hereby appointed to the City of Bonita Springs Special Events Committee: _____.

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 6th day of September 2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Corrie	Fullick
Forbes	Steinmeyer
Purdon	Carr
Bogacz	

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 # 4

DATE: 7/13/2023

PLEASE COMPLETE ALL SECTIONS		
NAME: Kline (Last)	Rachael (First)	L (Middle Initial)
RESIDENCE ADDRESS:		
10813 Alvara Way (Street)	Bonita Springs (City)	34135 (Zip Code)
[redacted]		
BUSINESS ADDRESS:		
26269 S. Tamiami Trl (Street)	Bonita Springs (City)	34134 (Zip Code)
MAILING ADDRESS:		
Same as Residence Address (Street)	(City)	(Zip Code)
PHONE NO. (Home)	CELL PHONE # 570-916-5289 (Business)	
E-MAIL ADDRESS: rachael.swflrealtor@gmail.com		
FAX: N/A		

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

Special Events Committee

NAME OF ADVISORY COMMITTEES

OCCUPATION: Realtor

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

VP of previous condo association

Board Member of current HOA

College Graduate with Honors, Cheer Coach (3 years)

Do you reside in Bonita Springs? ☒ Yes ☐ No Address: 10813 Alvara Way Bonita Springs FL 34135

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

My qualifications to be eligible are as follows:

Organized, love working as a team, collaboration, communication, like to work on marketing collateral, supportive, encouraging

If applicable, please indicate any employment, contractual relationship or status that you <u>may have</u>, or <u>have had</u> within the past <u>12 months</u>, 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.

Realtor with John R. Wood Properties

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:

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

7/13/2023

Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO: **<u>CLERK@CITYOFBONITASPRINGS.ORG</u>**
OR
RETURN THIS COMPLETED FORM TO:

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-189
September 6, 2023

REQUESTED MOTION: Consider two applications for appointment to the Art in Public Places Board.

REQUESTOR: Council Member Nigel P. Fullick, District 5

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: none

BACKGROUND:

In 2005, the City Council approved Ordinance No. 05-18 establishing an Art in Public Places Board with seven appointed members of the Board. On September 17, 2018, the City Council approved an amendment to the ordinance increasing the members of the Board to eleven members, while keeping the quorum at the same level (4 members).

Attached are the applications from Betsy Haskins and Tara Fedorko, who have both expressed an interest in being appointed to the Art in Public Places board.

The Board currently consists of Amy Quaremba, Gary Price, Janet Flanders, Melissa Layner and Alyona Ushe.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Resolution
2. Applications – Betsy Haskins and Tara Fedorko

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Mike Sheffield
Department Director: Nicole Perino

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS APPOINTING MEMBER(S) TO THE CITY OF BONITA SPRINGS ART IN PUBLIC PLACES BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida adopted Ordinance No. 05-18 establishing the City of Bonita Springs Art in Public Places Board; and

WHEREAS, the Ordinance sets forth the Appointment and Composition of the Committee, which is to consist of 7 members; and was amended to 11 members.

WHEREAS, the vacancy has been properly advertised in accordance with Administrative Code AC-1-6 establishing a procedure for obtaining appointees for various city advisory boards;

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

Section 1. The following person(s) are hereby appointed to the City of Bonita Springs Art in Public Places Board: _____.

Section 2. Effective Date. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of September,2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney's office

Vote:

Purdon	_____	Bogaz	_____
Forbes	_____	Steinmeyer	_____
Fullick	_____	Carr	_____
Corrie	_____		

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 #_____

DATE: August 25, 2023

PLEASE COMPLETE ALL SECTIONS		
NAME: Haskins	Betsy	
Last	First	Middle Initial
RESIDENCE ADDRESS:		
10300 Jet Nik ln.	Bonita Springs	34135
Street	City	Zip Code
BUSINESS ADDRESS:	Lehigh Senior High Center of the Arts	
901 Gunnery Rd	Lehig Acres	33971
Street	City	Zip Code
MAILING ADDRESS:	same as above	
Street	City	Zip Code
PHONE NO. 503 706 9208	CELL PHONE # 503 706 9208	
Home	Business	
E-MAIL ADDRESS:	haskinsbe@gmail.com	betsybh@leeschools.net
FAX:		

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

_____

NAME OF ADVISORY COMMITTEES

OCCUPATION: Fine ARTS Teacher

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD: *ARTS WALK - Planning / committee comm
L.A.E.A. (Lee ART EDUCATORS ass.) member, Past Pres, Past V.P.
NAEA (National ART EDUCATORS Ass.) member FAEA (Florida art Education ass.

Do you reside in Bonita Springs? ☒ Yes ☐ No Address: 10300 Jet N.K lane Bonita Springs

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

My qualifications to be eligible are as follows:

I live in Bonita Springs and bought a home here 10 years ago. I love my Bonita community and have volunteered at art shows + currently also at Bonita Assistance Office. I am a visual arts teacher in Lee County and have been involved with LEC county arts educators for over 10 years. Am very involved w/ Art Fest also in Ft. Myers every Feb.

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.

—

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:

no

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] **Signature**

Aug 25 / 2023 **Date**

PLEASE RETURN THIS COMPLETED FORM TO:

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 #_____

DATE: 8-24-2023

PLEASE COMPLETE ALL SECTIONS		
NAME: Fedorko (Last)	Tara (First)	C (Middle Initial)
RESIDENCE ADDRESS:		
Street 6419 Waverly Green Way	City Naples	Zip Code 34110
BUSINESS ADDRESS:		
Street 26851 S. Tamiami Trail	City Bonita Springs	Zip Code 34134
MAILING ADDRESS:		
Street 26851 S. Tamiami Trail	City Bonita Springs	Zip Code 34134
PHONE NO.	CELL PHONE #	
Home		Business
E-MAIL ADDRESS:		
FAX:		

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

ART IN PUBLIC PLACES

NAME OF ADVISORY COMMITTEES

OCCUPATION: Banker SVP

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

NA

Do you reside in Bonita Springs? ☐ Yes ☒ No Address: _____

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

My qualifications to be eligible are as follows:

Local Business leader for Wintrust Banking Center in Bonita Springs
Love of ART and Culture
Want to be involved in the ART community
Advocate for Bonita Springs history and culture

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.

NA

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:

NA

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.**

Ilia Fedorko
Signature

8-24-2023
Date

PLEASE RETURN THIS COMPLETED FORM TO:

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-193
September 6, 2023

REQUESTED MOTION: SECOND READING AND PUBLIC HEARING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7- ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT, ARTICLE XII. - DOCK AND SHORELINE STRUCTURES; AND CHAPTER 9- DEFINITIONS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

REQUESTOR: John Dulmer and Laura Gibson, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

The Dock and Shoreline Structures provisions of the Code were originally adopted as part of the City's Land Development Code (LDC) in 2000, which was last amended in 2021. Staff has identified changes needed resulting from widespread dock reconstruction from Hurricane Ian and minor items that need clarification from implementation of the most recent LDC amendments.

The most significant change seeks to promote safe boating practices while protecting riparian access and navigability of the waterways through changes to the setback requirements. Other changes included clarifying language and providing flexibility on application requirements. Two dock contracting companies provided input on the changes at the two LPA hearings, recommending that the setbacks be eliminated entirely or reduced commensurate with the width of a lot (i.e. five feet for lots with water frontage less than 65' AND ten feet for lots with water frontage of 65' or greater, etc.).

Pursuant to Council's direction provided at first reading to incorporate the feedback from the industry, the attached ordinance implements a hybrid approach with setbacks of 5 to 10 feet depending on length of property shoreline and angled riparian limitation areas for dock structures and boat mooring areas at the end of canals.

STAFF RECOMMENDATION: Adopt the ordinance.

ATTACHMENTS:

1. Ordinance and Amendment package in Strike-through/Underline format
2. June 8, 2023 LPA Meeting Minutes and July 20, 2023 DRAFT LPA Meeting Minutes

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7 – ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT, ARTICLE XII – DOCK AND SHORELINE STRUCTURES; AND CHAPTER 9 – DEFINITIONS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, the Dock and Shoreline Structures Code was originally adopted as part of the City's LDC in 2000, which was last amended in 2021; and

WHEREAS, necessary changes have been identified as a result from widespread dock reconstruction from Hurricane Ian, as well as minor items that need clarification from implementation of the most recent LDC amendments.

WHEREAS, it is in the best interest of the City to amend Chapter 7, Article XII of the Land Development Code to promote safe boating practices and protect riparian access and navigability of the waterways.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted as legislative findings of the City Council and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. Amending Land Development Code

The Bonita Springs City Code is hereby amending the pertinent provisions of the Land Development Code, with deletions depicted with ~~strikethroughs~~ and underlined language as additions, as provided and further depicted in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any part of this Ordinance is found

to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part as if adopted with such part had not been included herein.

Section 4. Conflicts of Law

This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of the requirements of state of federal law, the more restrictive shall apply.

Section 5. Codification and Scrivener's Errors

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Bonita Springs Code; that sections of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and that any typographical errors which do not affect the intent may be authorized by the City Manager without need of public hearing, by filing a corrected copy with the City Clerk. It is further the intent of the City Council that the provisions of this Ordinance may be modified as a result of consideration that may arise during public hearing(s) and that such modifications shall be incorporated into the final version.

Section 6. Effective Date

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this ___ day of_____, 2023.

Attest: **CITY OF BONITA SPRINGS, FLORIDA**

By: _____ By: _____
Michael Sheffield, City Clerk Mayor Rick Steinmeyer

Reviewed for legal sufficiency:

By: _____
City Attorney's Office

ARTICLE XII. DOCK AND SHORELINE STRUCTURES[1]

……

DIVISION 2. LOCATION AND DESIGN

Sec. 7-356. ~~Work in this division will be permitted in accordance with the following regulations.~~ Shoreline and Water Quality Protections.

(a) All structures must be placed so as to provide the least possible impact to aquatic or native shoreline vegetation and benthic resources.

(b) During work that will generate turbidity, turbidity screens must be installed and properly maintained until turbidity levels are reduced to normal (ambient) levels.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

…….

Sec. 7-358. Primary structures single/two family docks, fishing piers, kayak/canoe launch, boat ramps; boardwalks.

(b) *Length of docks.*

(1) No structure, including mooring area, may be permitted or constructed to exceed 25 percent of the navigable channel width. Boat mooring areas that are waterward of the dock will be deemed ten feet in width.

[1]Ord. No. 21-08 , § 2(Exh. A), adopted October 20, 2021, amended Article XII in its entirety to read as herein set out. Former Article XII, §§ 7-354—7-361, 7-381—7-391, pertained to similar provisions, and derived from Ord. No. 14-02, §§ 7-41—48, 7-71—81, February 19, 2014.

(2) Docks and their associated watercraft mooring areas in the Estero Bay Aquatic Preserve shall not exceed 20 percent of the waterway width measured from mean high water line to mean high water line.

(4) The director may permit administrative deviations from the length allowed by this subsection (2) based upon the following criteria:

a. The proposed dock has been approved by all applicable state and federal agencies; and

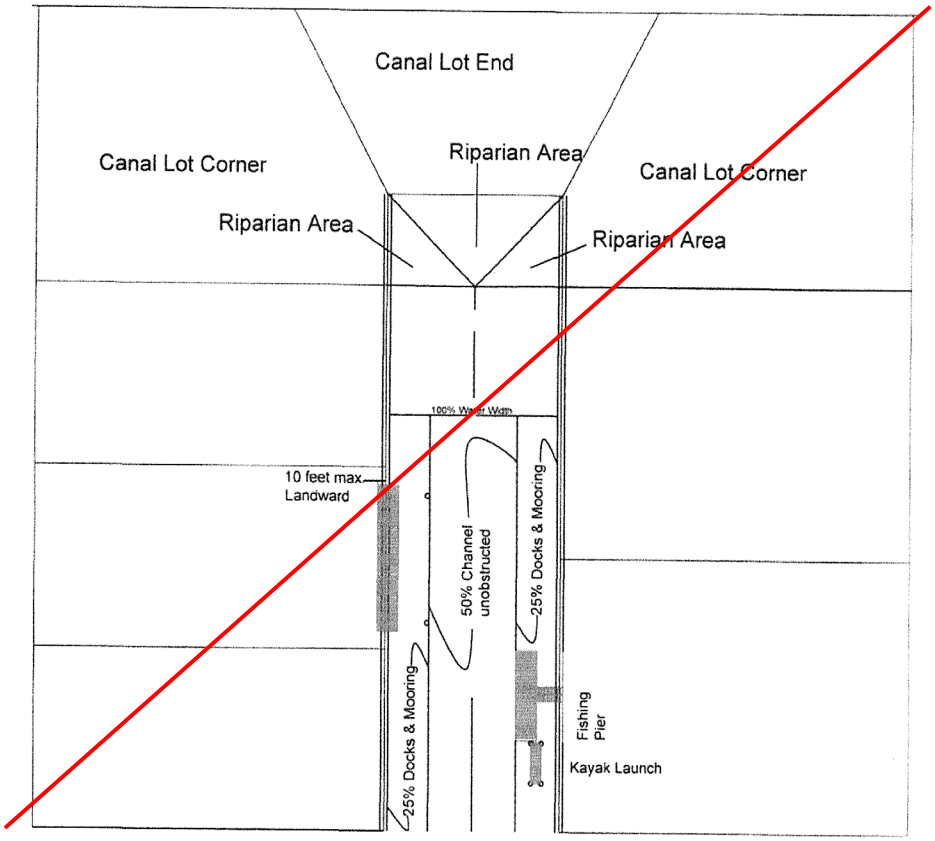
b. The increased length will not result in a hazard to navigation; and

c. The proposed dock is compatible with docks or other structures and uses on adjoining lots; and, except for closed waterbodies.

d. If the increase in length results in an area over water of 500 square feet or greater, a benthic species survey assessment conducted between June 1 and September 30 ~~shall be provided~~may be required demonstrating the increase in length will lessen the dock's impacts on seagrass beds or other marine resources.

(c) *Design and maximum dimensions.*

(1) Structures permitted by this section must comply with the following maximum dimensional requirements. The application of these regulations is illustrated in Figures 7-1 through 7-3~~, Dock Structure Plan View~~. For the purposes of this section, the term vessel on the following figures shall be synonymous with boat and seawall shall be synonymous with shoreline.



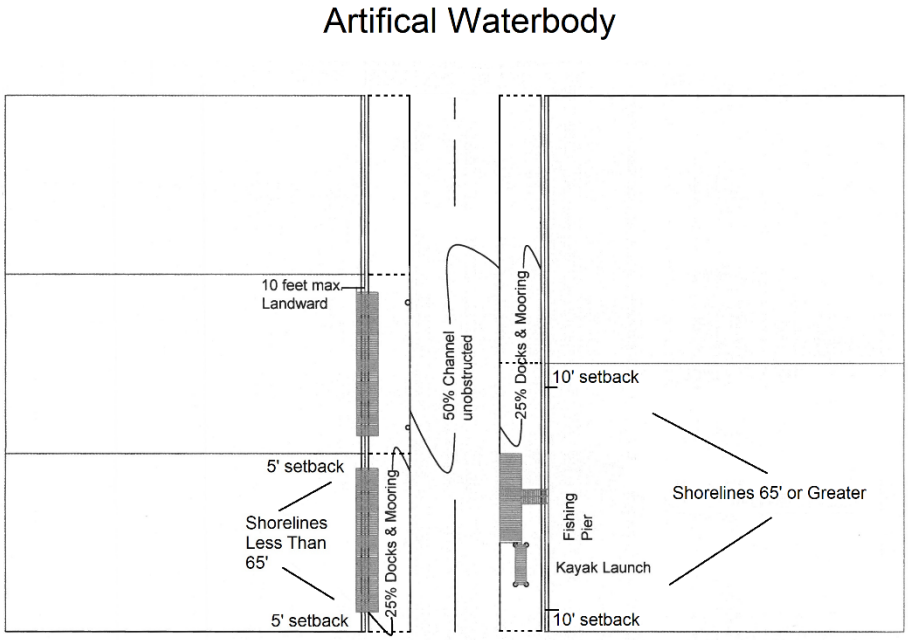


Figure 7-1

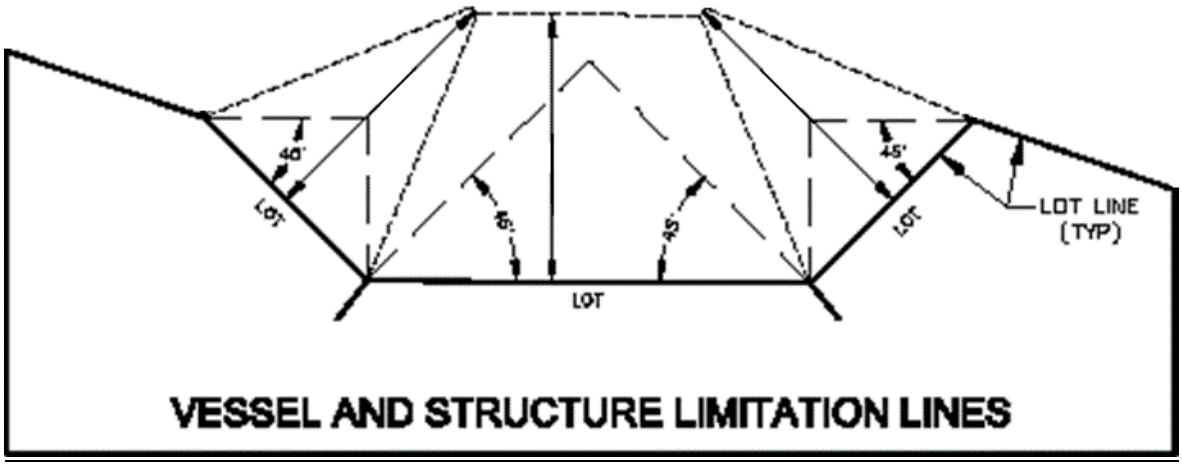


Figure 7.1a

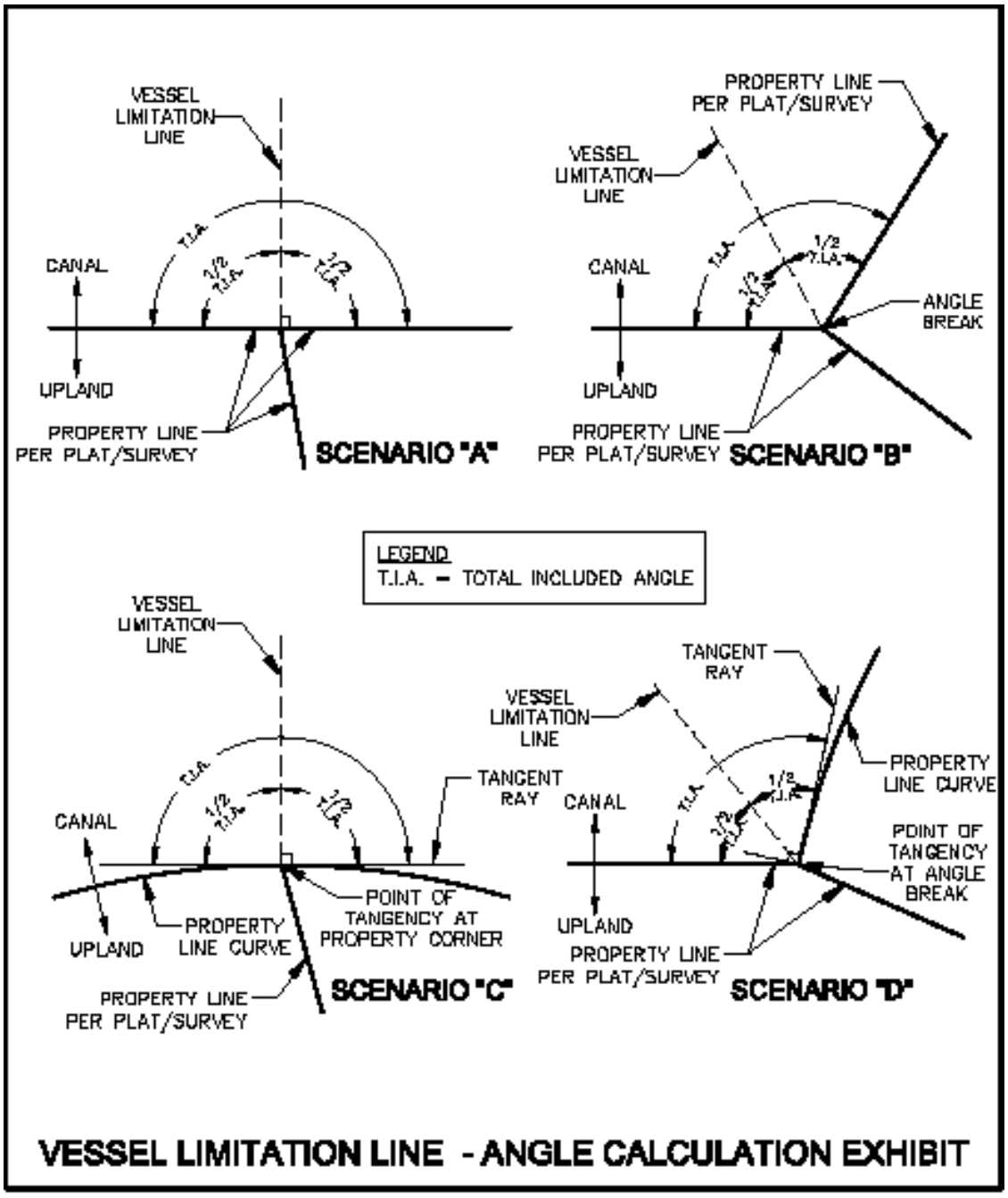

VESSEL LIMITATION LINE
T.I.A.
1/2 T.I.A.
1/2 T.I.A.
CANAL
UPLAND
PROPERTY LINE PER PLAT/SURVEY
SCENARIO "A"
PROPERTY LINE PER PLAT/SURVEY
VESSEL LIMITATION LINE
T.I.A.
1/2 T.I.A.
1/2 T.I.A.
CANAL
ANGLE BREAK
UPLAND
PROPERTY LINE PER PLAT/SURVEY
SCENARIO "B"
LEGEND
T.I.A. = TOTAL INCLUDED ANGLE
VESSEL LIMITATION LINE
T.I.A.
1/2 T.I.A.
1/2 T.I.A.
TANGENT RAY
CANAL
UPLAND
PROPERTY LINE CURVE
POINT OF TANGENCY AT PROPERTY CORNER
PROPERTY LINE PER PLAT/SURVEY
SCENARIO "C"
TANGENT RAY
VESSEL LIMITATION LINE
T.I.A.
1/2 T.I.A.
1/2 T.I.A.
CANAL
PROPERTY LINE CURVE
POINT OF TANGENCY AT ANGLE BREAK
UPLAND
PROPERTY LINE PER PLAT/SURVEY
SCENARIO "D"
VESSEL LIMITATION LINE - ANGLE CALCULATION EXHIBIT

Figure 7.1b

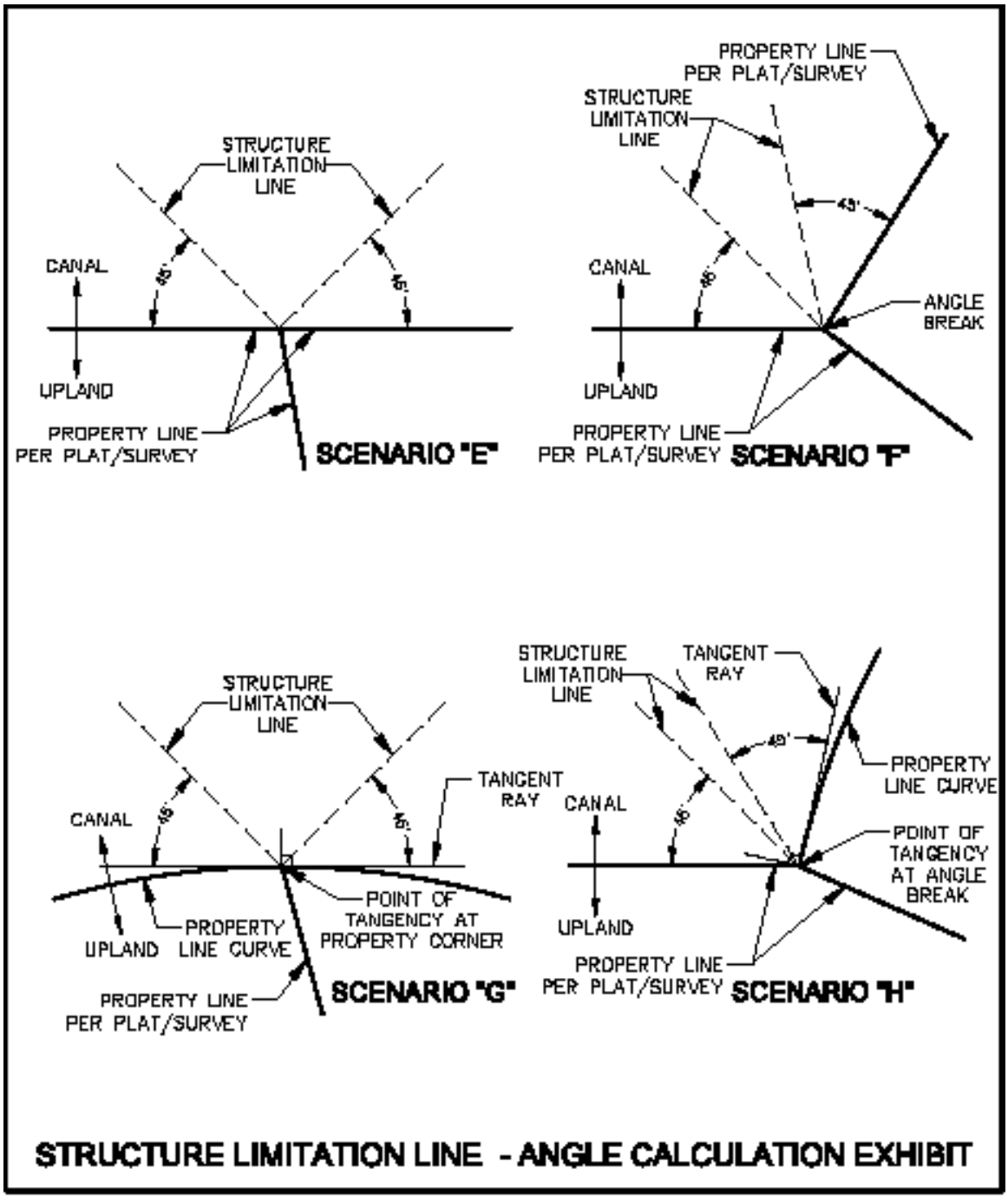

STRUCTURE LIMITATION LINE
CANAL
45°
45°
UPLAND
PROPERTY LINE PER PLAT/SURVEY
SCENARIO "E"
PROPERTY LINE PER PLAT/SURVEY
STRUCTURE LIMITATION LINE
45°
CANAL
45°
ANGLE BREAK
UPLAND
PROPERTY LINE PER PLAT/SURVEY
SCENARIO "F"
STRUCTURE LIMITATION LINE
TANGENT RAY
CANAL
45°
45°
UPLAND
PROPERTY LINE CURVE
POINT OF TANGENCY AT PROPERTY CORNER
PROPERTY LINE PER PLAT/SURVEY
SCENARIO "G"
STRUCTURE LIMITATION LINE
TANGENT RAY
45°
PROPERTY LINE CURVE
CANAL
45°
POINT OF TANGENCY AT ANGLE BREAK
UPLAND
PROPERTY LINE PER PLAT/SURVEY
SCENARIO "H"
STRUCTURE LIMITATION LINE - ANGLE CALCULATION EXHIBIT

Figure 7.1c

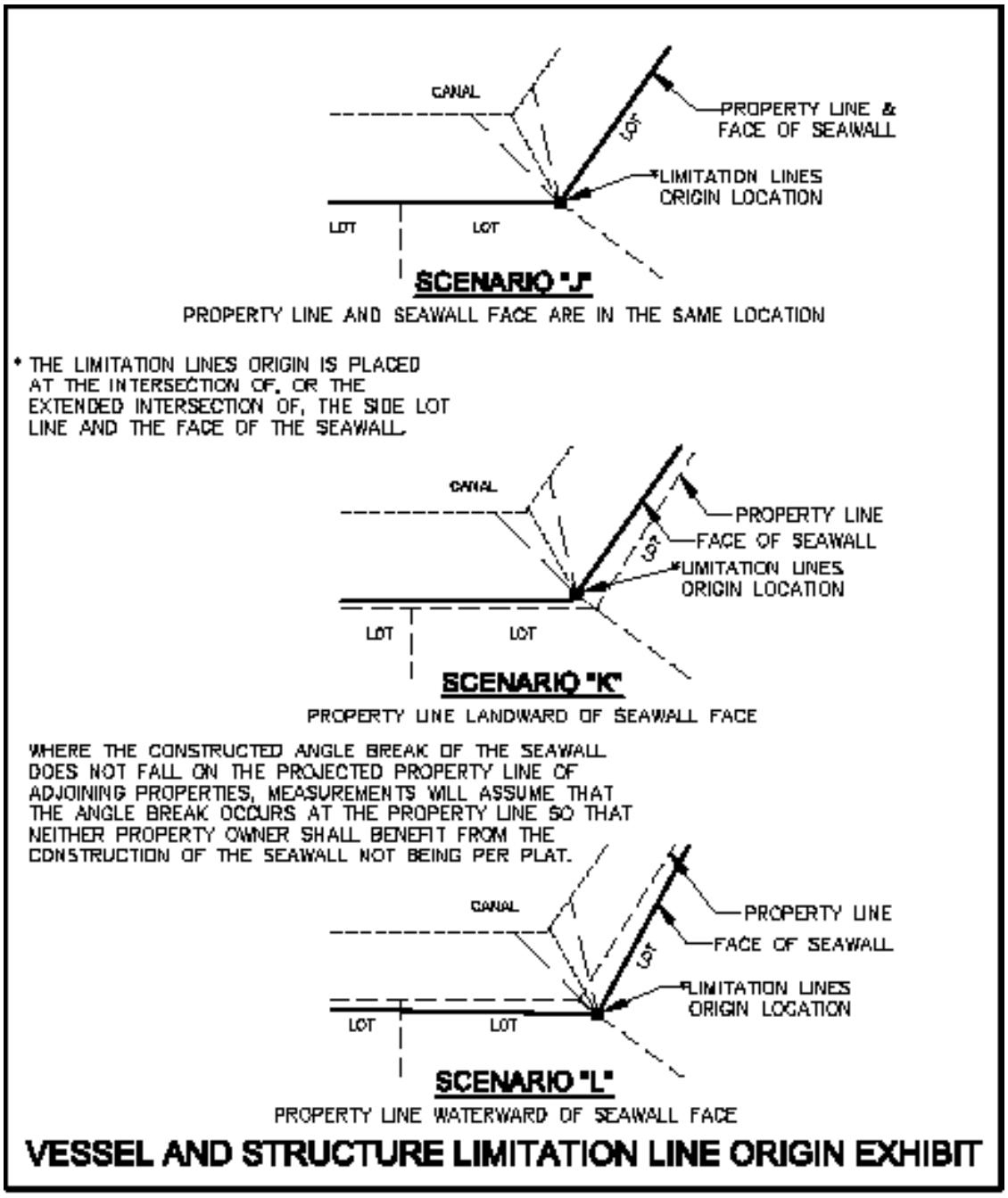

CANAL
PROPERTY LINE &
FACE OF SEAWALL
LIMITATION LINES
ORIGIN LOCATION
LOT
LOT
SCENARIO "J"
PROPERTY LINE AND SEAWALL FACE ARE IN THE SAME LOCATION
* THE LIMITATION LINES ORIGIN IS PLACED AT THE INTERSECTION OF, OR THE EXTENDED INTERSECTION OF, THE SIDE LOT LINE AND THE FACE OF THE SEAWALL.
CANAL
PROPERTY LINE
FACE OF SEAWALL
LIMITATION LINES
ORIGIN LOCATION
LOT
LOT
SCENARIO "K"
PROPERTY LINE LANDWARD OF SEAWALL FACE
WHERE THE CONSTRUCTED ANGLE BREAK OF THE SEAWALL DOES NOT FALL ON THE PROJECTED PROPERTY LINE OF ADJOINING PROPERTIES, MEASUREMENTS WILL ASSUME THAT THE ANGLE BREAK OCCURS AT THE PROPERTY LINE SO THAT NEITHER PROPERTY OWNER SHALL BENEFIT FROM THE CONSTRUCTION OF THE SEAWALL NOT BEING PER PLAT.
CANAL
PROPERTY LINE
FACE OF SEAWALL
LIMITATION LINES
ORIGIN LOCATION
LOT
LOT
SCENARIO "L"
PROPERTY LINE WATERWARD OF SEAWALL FACE
VESSEL AND STRUCTURE LIMITATION LINE ORIGIN EXHIBIT

Figure 7.1d

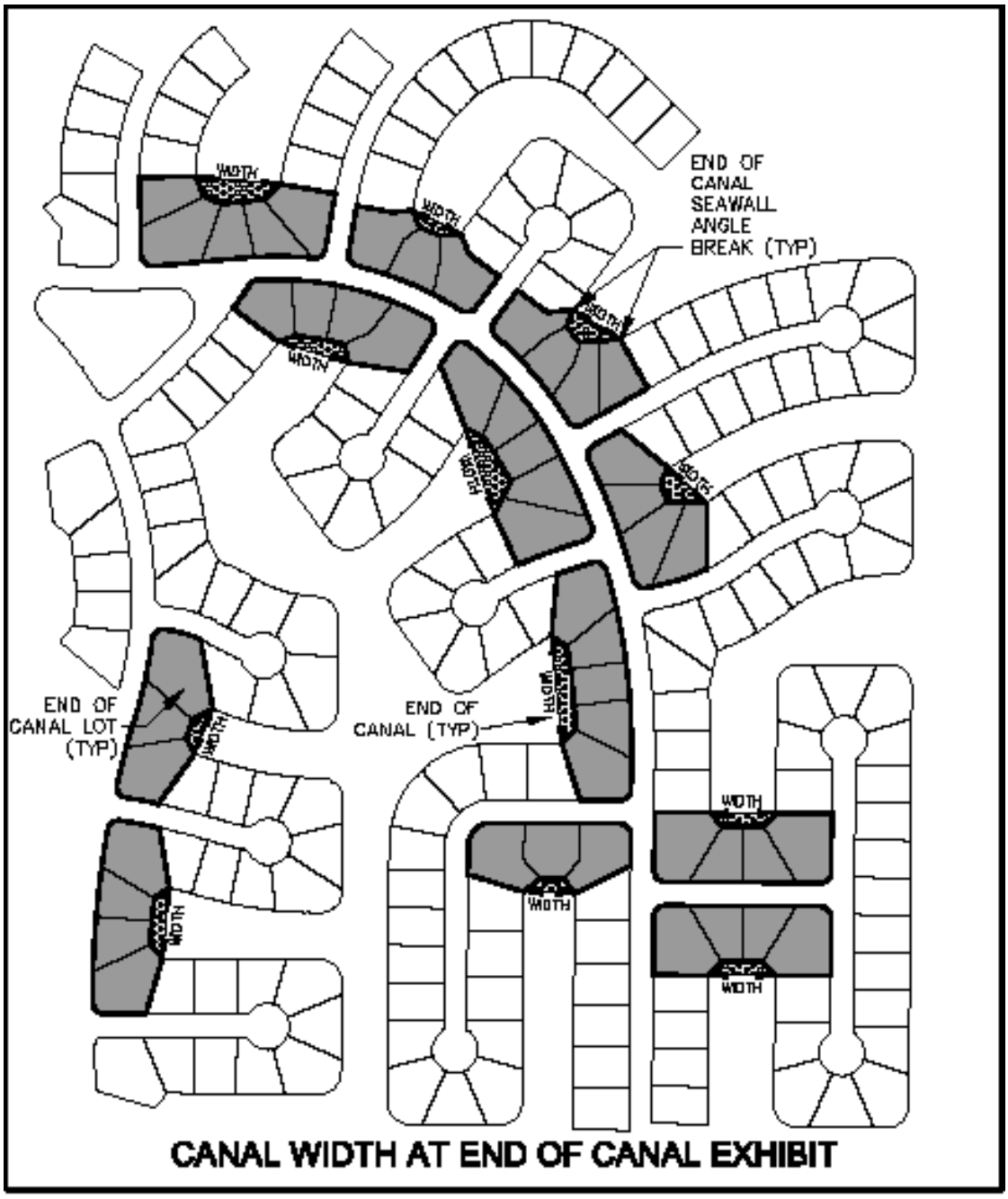


Figure 7.1e

(3) Dock facilities, fishing piers, kayak launch structures, boardwalks, or any combination thereof with 500 square feet or greater over water ~~shall~~ may be required to provide a benthic species survey assessment if benthic resources are expected to be found. If the assessment shows resources will be impacted,

adjustment to the site plan or a mitigation plan will be required. An assessment will not be required for closed waterbodies such as lakes.

(d) *Setbacks.*

(1) All structures in natural waterbodies must be set back from all adjoining side lot and side riparian lines as follows:

a. Marginal docks, boat lifts, and mooring pilings—No less than ten feet.

b. All other boat mooring docks, fishing piers, boardwalks, or combination thereof—No less than 25 feet for lots with a water frontage of 65 feet or more and no less than 15 feet for lots with a water frontage of less than 65 feet.

~~(2) Except for lots abutting the end or corner of a canal, a~~A~~ll boat~~ docking facilities, fishing piers, and boardwalks in artificial waterbodies ~~shall have a side setback requirement of ten feet.~~ must be set back from all adjoining side lot and side riparian lines as follows:

a. Five feet for lots with a water frontage of less than 65 feet;

b. Ten feet for lots with a water frontage of 65 feet or greater;

c. Lots abutting the end or concave corner of a canal shall follow the structure and vessel limitation limits as shown in Figures 7-1a through 7-1e.

(~~3~~2) All boat ramps must be set back ten feet from all adjoining side lot and side riparian lines.

(4~~3~~) The director, in his discretion, may permit administrative deviations from the setbacks required by this subsection (d) subject to the following:

a. Construction of the structure outside the setback area will not cause or will minimize damage to wetland vegetation or other environmental resources or will not cause greater damage than will occur if the deviation is not granted; and

b. The decreased setback will not create a hazard to navigation; and

c. Adjoining property owners execute a written agreement in recordable form, agreeing to a setback less than that required or to a zero setback.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

Sec. 7-359. Seawalls, retaining walls and riprap revetment.

……..

(d) *Retaining walls.*

(1) A retaining wall may be built as an alternative to a vertical seawall, provided that all activities, including dredging, filling, slope grading, or equipment access and similar activities and all portions of the wall are located ~~at one of the following distances, whichever is further:~~

~~a. Five feet landward of the mean high water line, or~~

~~b. Landward of any wetland vegetation, or~~

~~c.~~ Landward of the dripline of vegetation originating within the jurisdictional wetland area adjacent to surface water as depicted in the image below.

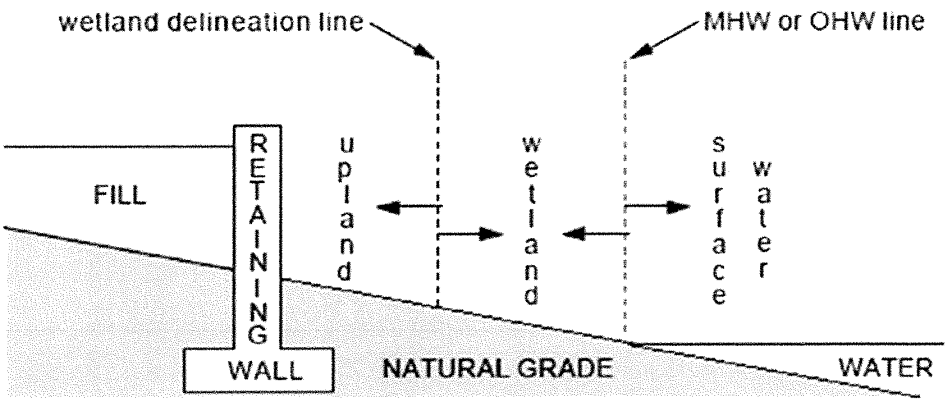


Figure 7-6 Cross-section of retaining wall

.....

(g) *Riprap revetment.*

(1) Riprap must be located and placed so as not to damage or interfere with the growth of wetland vegetation.

(2) Material used for riprap should be sized properly for intended use, be a minimum average of 12 inches in diameter, and installed at ~~a 45-degree angle or less~~no steeper than a 2:1 slope on top of filter fabric or equivalent material to prevent erosion of subgrade. Riprap must be clean and free of debris deemed harmful to the environment and public safety. Riprap shall not be cemented together.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

Sec. 7-360. Accessory structures—Boathouses, boat canopies, and dock boxes.

.....

(1) *Location.*

a. Must be constructed adjacent to or over a waterway. Any boathouse constructed over land must be located, in its entirety, within 25 feet of the mean high-water line.

b. Must not be constructed over submerged bottoms containing areas of dense submerged aquatic vegetation or other marine resources. Where benthic resources are expected to be found, a ~~A~~ benthic species survey assessment shall be required for all boathouses or boat canopies, with an area of 500 square feet over water or when the combined square footage of the docking facility and boathouse or boat canopy exceeds 500 square feet over water.

c. Must not extend beyond 25 percent of the width of a navigable channel.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

Sec. 7-361. Dredging.

(b) All dredging of existing navigational channels shall meet the following standards:

(4) No dredge material is allowed to be ~~deposited~~retained on a single-family residential lot except in conjunction with an approved building permit utilizing the fill material. In no case will hydraulic pumping of dredge material onto residential lots be allowed. Erosion control measures shall be provided to contain the dredge material.

(6) A benthic species survey assessment may be required~~shall be provided~~. If the assessment shows resources will be impacted, a mitigation plan will be required.

(Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

Sec. 7-362. Vegetation protection, removal, and mitigation.

…….

(b) *Vegetation removal and mitigation.*

…….

(2) For ~~rip rap~~ riprap installation projects, mangroves or native wetland shrubs or trees will be planted for every three feet of open shoreline in accordance with the requirements below.

Sec. 7-363. Beach dune walkovers.

(b) *General design.*

2. Decks~~,~~ or platforms ~~or lights~~ are not permitted on beach/dune walkovers.

Sec. 9-27. Definitions.

The following words, terms and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AASHTO means American Association of State and Highway Transportation Officials.

Abutting means any property that shares a common border with another property, or is separated from a common border by a right-of-way, alley or easement.

Access point means an accessway or driveway which provides vehicle access to a single parcel of land.

Access street and*access road* mean a street or road that runs generally parallel to an arterial or collector street and is the primary access to properties that abut the arterial or collector street. An access street is intended only to provide access to parcels existing when it is constructed and does not provide frontage for newly created parcels as would a local street. See also *Frontage street*.

Access walkway means the portion of a structure that allows access from land to the mooring area of a docking facility or from land to a fishing pier or from land to a kayak launch.

Accessway means land that is used or intended to be used for ingress or egress to abutting parcels of land and is not dedicated to the public. Accessways include access points to commercial, industrial and other types of developments, except a single parcel of land containing two or fewer dwelling units in a single structure.

Acre means a horizontal area of land containing 43,560 square feet of surface area.

Agriculture means the growing and harvesting, primarily for sale, of vegetation, crops or plants, or the feeding and raising, primarily for sale, of livestock, and timber production. The term "agriculture" includes any normal accessory structures thereto; provided, however, the following shall not be included in this definition: commercially owned or operated citrus plants, livestock sales facilities, packing plants and other similar commercial or industrial type facilities.

Amenity zone is defined as the area internal to the site and within 50 feet of the public right-of-way, which is intended for pedestrian-oriented uses that are visually attractive, take into consideration the human scale and proportion, and provide for multi-modal connections between the right-of-way and development.

Applicant means any individual, firm, association, syndicate, copartnership, corporation, trust or other legal entity, or their duly authorized representative, conducting activities under this Code.

Application and appeal means any matter lying within the jurisdiction of the zoning board and any application for rezoning which will be or is scheduled to be heard by the city council, or designee.

Application for a development order means the submission of the documents as required in this Code to the city manager and/or his designated representative for review.

Arcade means a roof, similar to an overhang or canopy, but where the outer edge is supported by a line of pillars or columns.

Architect means a professional architect duly registered and licensed by the state.

Arterial roadway means streets primarily intended to carry large volumes of through traffic connecting major activity centers to other major traffic generators. Access to abutting properties is a secondary function.

Awning, continuous, means a cover of lightweight material such as canvas, plastic, or aluminum, extending over two or more doorways, windows or combinations thereof, and regardless of whether it is affixed to the wall or parapets or extends above the roofline of the wall or parapet.

Awning, single, means a cover of lightweight material such as canvas, plastic, or aluminum, extending over a single doorway or window, providing protection from the elements.

Benthic Species Survey Assessment means an assessment of the animals and plants that live on or in the bottom of a body of water and that is performed during spawning season. Supporting data are in the form of but are not limited to: benthic habitat species maps that depict the topography, photos, acoustic surveys, and an analysis of sedimentary samples beneath the body of water that provide data sufficient to determine the presence of shellfish and seagrass beds necessary for the habitat of benthic species to reproduce or feed.

Bicycle (bike) facilities means general accommodation to encourage bicycling, including but not limited to pathways, multi-use trails, bike lanes, bicycle storage facilities, refuge areas, and repair facilities.

Bike lane, separated, means an exclusive facility for bicyclists that is located directly adjacent to the travel lane(s), and that is separated from motor vehicle traffic by a horizontal or vertical element.

Bike lane, shared, means a travel lane within a street with signs and pavement markings that indicate to drivers that they are to share the roadway with bicyclists.

Block means a group of lots, including a tier of lots, existing within well-defined and fixed boundaries, usually being an area surrounded by streets or other physical barriers and having an assigned number, letter or other name by which it may be identified.

Boat means a vehicle designed for operation in water propelled by sail or one or more electric or internal combustion engines. Boats include motorized personal watercraft. Personal, manually powered watercraft such as canoes and kayaks are not considered boats.

Boat canopy means a non-permanent roofed structure installed over or adjacent to water to provide a covered mooring or storage place for boats.

Boat Limitation Line means a line extending into the waterbody from a property corner as calculated by dividing the Total Included Angle between the property lines into two equal halves.

Boat ramp means a structure, manmade or altered natural feature, or an inclined and stabilized surface extending into the water from the shore, which facilitates the launching and landing of boats or manually powered watercraft into a waterbody or from which trailered boats can be launched and retrieved.

Boathouse means a roofed structure constructed over or adjacent to water to provide a covered mooring or storage place for boats.

Bonita Beach Road Corridor means all property located within the City of Bonita Springs fronting on Bonita Beach Road from the south end of Little Hickory Boulevard to the terminus of the city limits east of I-75 or as designated on the map in the Bonita Beach Road Corridor study, attached in Appendix I of chapter 4.

Building means any construction, erection, alteration, demolition, or improvement of, or in addition to, any structure for which permitting by local enforcement agency is required. The term "building" shall be construed as if followed by the words "or part thereof."

Building official means the person appointed by the city council to oversee the issuance of building permits for the city.

Building permit means an official document or certification issued by the building official and authorizing the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure. In the case of a change in use or occupancy of an existing building or structure, the term "building permit" specifically includes certificates of occupancy and occupancy permits, as those permits are defined or required by city ordinance.

Building with mixed uses means a building that contains more than one principal use.

Bus pull-off area means a branch from or widening of a road that permits buses to stop, without obstructing traffic in the travel lane(s).

Bus stop means a designated location along a bus route(s) for passengers to board or transfer to transit vehicles.

Canopy, *attached,* means a permanent structural cover affixed to and extending from the wall of a building, protecting a doorway or walkway from the elements.

Canopy, detached, means a freestanding structure which covers a walkway or service area.

Capital improvement means land acquisition and related costs and expenses, site improvements, off-site improvements associated with new or expanded facilities, buildings and equipment, including communications equipment, with an average useful life of at least three years, but excludes maintenance and operations.

Centerline of Waterway shall mean the point equidistant from the mean high-water line of opposing shores for all waterways other than Estero Bay within the City of Bonita Springs. Where it can be shown on a bathymetric survey that an identifiable navigable channel exists within a waterway and the centerline of said channel is not at a point equidistant from the mean high-water line of opposing shores, the centerline shall be the point equidistant from the opposing edges of said navigable channel.

City means the City of Bonita Springs, acting through its city council, the city manager or designee, or through the division.

City attorney means the legal counsel for the city council or his designee.

City council means the City Council of the City of Bonita Springs.

City highway system means all existing roads maintained by the city department of transportation.

City manager means the city manager or the municipal officials that he may designate to administer the various provisions of this Code.

Class 1 road means an approved road shown on Map 3A of the transportation element of the comprehensive plan that is included as a city-funded road construction or improvement project on the five-year schedule of improvements within the comprehensive plan's capital improvements element adopted and amended from time to time in accordance with F.S. §§ 163.3177(3)(b) and 163.3187. Class 1 roads include access roads shown on the access road location map if the city requires their construction as a condition of development order approval or a specific written condition of the zoning approval. The term "Class 1 road" also means any arterial or collector road included in the road network established in the transportation element of the comprehensive plan of any participating municipality, if the road construction or improvement project is also included in the annual capital improvement program of the municipality to be funded through the use of roads impact fees. Notwithstanding their inclusion on the access road location map, Class 1 roads do not include site-related improvements such as access roads constructed to achieve site location standards for commercial development or to provide for internal circulation when such roads would not otherwise be required by the city pursuant to criteria in chapter 3.

Class 2 road means an approved road shown on Map 3A of the comprehensive plan transportation element that is scheduled for construction as a city-funded project in any ten-year capital improvement, but which is not included on the five-year schedule of improvements within the capital improvements element of the comprehensive plan.

Class 3 road means an approved road shown on Map 3A of the comprehensive plan transportation element that is not included for construction or improvement within the capital improvements element of the comprehensive plan or any ten-year capital improvement plan of the city. The term "Class 3 road" also means an approved road not on the five-year schedule of improvements within the comprehensive plan's capital improvement element, not in any ten-year capital improvement plan of the city, and not on Map 3A of the comprehensive plan transportation element, but which provides a reasonable alternative route for traffic that otherwise would travel a specific road shown on Map 3A of the comprehensive plan transportation element.

Coastal high hazard area means that area of the hurricane vulnerability zone defined as the landfalling category 1 evacuation zone as delineated by the Southwest Florida Regional Planning Council.

Collector roadway means streets having the primary purpose of collecting traffic from intersecting local streets and distributing this volume to the nearest arterial. A secondary purpose is to carry moderate volumes of through traffic. Access to abutting lands is a secondary function.

Commercial development means a planned commercial center providing building areas, parking areas, service areas, buffering, and adjacent roadway improvements. The term "commercial development" includes retail facilities, hospitals, shopping centers, office buildings, and multi-unit residential developments.

Community park means a tract of land designated and used by the public primarily for active recreation but also used for educational and social purposes and passive recreation. The term "community parks" also includes bikeways along the city road network that are designed and used primarily for active recreation. A community park generally serves a specific community composed of at least several neighborhoods. The comprehensive plan's community park standards are based upon several subclassifications of community parks: standard community parks, community recreation centers, community pools and school parks. The term "community park" specifically includes school sites and municipally owned parks where they are used as community parks.

Complete streets means roadways planned, designed, and constructed to provide appropriate access to all legal users in a manner that promotes safe and efficient movement of people and goods whether by car, truck, transit, assistive device, foot, or bicycle.

Comprehensive plan means the City of Bonita Springs Comprehensive Plan adopted pursuant to F.S. ch. 163.

Concurrency certificate means a certificate of concurrency compliance, a certificate of concurrency exemption, a concurrency variance certificate or a conditional certificate of concurrency compliance.

Concurrency management system means a financially feasible system to ensure that existing deficiencies are corrected within a specified time frame and to establish priorities for addressing backlogged facilities in special concurrency districts or areas.

Concurrency variance certificate means the certification issued by the city manager and/or his designee pursuant to section 2-34. This certification means that the director has determined that a variance from the strict concurrency requirements of the comprehensive plan must be granted with respect to a specific development permit to avoid the unconstitutional taking of property without due process of law.

Conditional certificate of concurrency compliance means a certificate issued by the city manager and/or his designee pursuant to section 2-30(j). This certification means that the city manager and/or his designee has determined that:

(1) A development permit which otherwise would violate the minimum concurrency requirements of the comprehensive plan can be issued consistent with the comprehensive plan if certain conditions are attached to the permit; or

(2) The application for concurrency review is complete but for a particular document that can be submitted prior to the issuance of a building permit or certificate of occupancy.

Connection means a driveway, street, access road or other means of providing access to or from the city highway system. Two one-way driveways separated by no more than 50 feet will be considered one connection.

Conservation easement, as applied to the protected species requirements of this Code, means a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open or wooded condition; retaining such areas as suitable habitat for fish, plants or wildlife; or maintaining existing land uses; and which prohibits or limits the activities described in F.S. § 704.06, as such provisions now exist or may be amended.

Constrained roads means those roadway segments that cannot or will not be widened due to community scenic, historic, aesthetic, right-of-way or environmental constraints.

Consultant means an architect, attorney, engineer, environmentalist, landscape architect, planner, surveyor or other person engaged by the developer or applicant.

Contiguous means property that is in contact, adjoining, or touching other property. See also*Abutting*.

Controlled water depth means the vertical distance measured from the waterbody control elevation to the deepest point of the proposed waterbody.

Crosswalk means that part of a roadway at an intersection that is included within the extensions of the lateral lines of the sidewalks on opposite sides of the roadway, measured from the curb line, or in the absence of curbs from the edges of the roadway. Also, any portion of a roadway at an intersection or elsewhere that is distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Cul-de-sac means a dead-end local street with a turnaround at one end.

Current pertains to the regulations in effect at the time an application for a development order is presented for acceptance or approval.

Dead-end street means a street having only one end open for vehicular access and closed at the other end.

Delegation of authority. A provision requiring the head of a department or some other city officer or employee to do some act or perform some duty is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or perform the duty.

Density means an existing or projected relationship between numbers of dwelling units and land area. Refer to chapter 4, article VII, division 12, subdivision II, and division 19 of this Code.

Density bonus means an increase in the density of development that can be carried out on a parcel of land over and above the standard density range permitted by the comprehensive plan for the land use category in which it is located.

Department means that department charged with the planning and administration of zoning and development review for the incorporated area of the city. As used in this Code, the terms "department" and "division" are synonymous.

Developer means any individual, firm, association, syndicate, copartnership, corporation, trust or other legal entity commencing development.

Development means the carrying out of building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. It is intended to have the same meaning given in F.S. § 380.04.

Development agreement means either a home rule development agreement or a statutory development agreement.

Development area means the total horizontal area of the development property less any area within any existing public street right-of-way or easement.

Development order means any order granting or granting with conditions an application for a development permit.

Development permit means a building permit, subdivision approval, certification or variance or other official action of local government having the effect of permitting the development of land. This definition conforms to that set forth in F.S. § 163.3164(7), except that it does not include zoning permits, zoning variances, rezoning, special exceptions, preliminary plan approvals, and special permits which, by themselves, do not permit the development of land.

Development review director means the city manager or designee assigned to oversee the development review process. He shall oversee the intake of applications for completeness, oversee the review of plans for compliance with this Code, and issue notifications to applicants. The term "development review director" is synonymous with the terms "development review coordinator" and "city engineer" as they are used in this Code.

Development right means any specific right to use real property which inures to an owner of real property through the common law, statutory law of real property, the United States and state constitutions and as further defined and delineated in this Code.

Director means the director of the department of community development, or designee, except when otherwise stated.

Division and dividing of land means:

(1) The act of describing, by metes and bounds, platting or otherwise, one or more parcels of land which are lesser parcels of the original parcel or a recombination of lesser parcels or original parcels with another parcel for the purpose of conveying any interest in a parcel of land;

(2) The act of describing, by metes and bounds, platting or otherwise, an easement or fee for accessway or right-of-way purposes;

(3) The act of conveying any of the interests in land described in subsection (1) or (2) of this definition; or

(4) The commencement of construction of a street, or a portion thereof, which is not platted.

Docking facility means a water-oriented structure(s) designed for the launching, retrieval, storage or mooring of boats. A docking facility may consist of an access walkway, finger pier, marginal dock, terminal platform, boat lift, boat ramp, floating dock, or any combination of these structures where permitted.

Drainage system includes the roadside swales, curb and gutter, valley gutter, inlet piping, lateral swales and related structures used to collect and transmit stormwater runoff from streets and lots to the detention or retention areas and percolation areas.

Driveway means a type of access point which provides vehicle access from a street to a single parcel of land containing two or fewer dwelling units in a single structure and from which vehicles may legally enter or leave the street in a forward or backward motion.

Duplex means a single, freestanding, conventional building on a single lot, designed for two dwelling units under single ownership, or wherein each dwelling unit is separately owned or leased but the lot is held under common ownership.

Dwelling unit means a room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy, or for rental or lease on a weekly, monthly or longer basis, which is physically separated from any other rooms or dwelling units which may be in the same structure, and which contains sleeping and sanitary facilities and one kitchen. The term "dwelling unit" does not include rooms in hotels, motels or institutional facilities. Types of dwelling units are further defined in chapter 4 of the Land Development Code.

Easement means a grant of a right to use land for specified purposes. It is a nonpossessory interest in land granted for limited use purposes. Where the term "easement" is preceded by the term "street" or any other adjective, the preceding term describes the easement's purpose.

Engineer means a professional engineer duly registered and licensed by the state.

Equivalent residential connections means the total number of meter equivalents using the methodology of the state public service commission. The term "equivalent residential connections" is synonymous with the term "equivalent residential units" as used by the state public service commission.

Excavation depth means the vertical distance measured from the lowest existing natural grade along the bank of the proposed excavation to the deepest point of the proposed excavation.

Expressway means an arterial highway, usually divided, designed for the safe and relatively unimpeded movement of large volumes of through traffic, with full or partial control of access and grade separations at most intersections.

Exterior property line means the side lot line or riparian property line separating two or more lots or parcels under common ownership from the adjoining lots or parcels under separate ownership.

F.A.C. The abbreviation "F.A.C." refers to the Florida Administrative Code.

FDOT means the Florida Department of Transportation.

FLUCCS, as applied to the protected species requirements of this Code, means the Florida Land Use, Cover and Forms Classification System, published by the state department of transportation.

Facade means the exterior faces of a building.

Facade, primary. See section 3-489.

Fast food restaurant means an establishment whose principal business is the sale of food or beverages in a ready-to-consume state, for consumption either within the restaurant building, or off the premises, and which may contain drive-through facilities.

Feepayer means a person applying to the city, or to its authorized representative, for the issuance of a building permit, mobile home move-on permit or recreational vehicle development order for a type of land development activity specified in section 2-386(a), regardless of whether the person owns the land that is to be developed.

Final development order means a development order issued pursuant to chapter 3 of this Code.

Finger pier means a dock landing that branches from an access walkway or terminal platform to form a boat slip and provide direct access to the boat moored in the slip.

Fish and wildlife conservation commission, as applied to the protected species requirements of this Code, means the state game and fresh water fish commission, or its successor.

Fishing pier includes observation deck.

Frontage street means a type of access street which runs parallel to the adjacent arterial or collector street right-of-way and which separates the abutting properties from the right-of-way.

Furnishing zone means that portion of the right-of-way adjacent to the sidewalk used for street trees, street furniture, landscaping, transit stops, street lights and site furnishings.

Furniture, street. See *Street furniture.*

Glazing means the fitting of a building with glass, usually for windows or door covers.

Habitable floor means any floor area usable for living purposes, including working, sleeping, eating, cooking or recreation, or any combination thereof. Bathrooms, toilet compartments, closets, halls, storage or utility space and similar areas are not considered habitable space.

Habitat, as applied to the protected species requirements of this Code, means the place or type of site where a species naturally or normally nests, feeds, resides or migrates, including, for example, characteristic topography, soils and vegetative covering.

Habitat, occupied, as applied to the protected species requirements of this Code, means property that provides critical habitat and which is documented to be actively utilized by a listed species.

Habitat, significantly altered, as applied to the protected species requirements of this Code, means critical or occupied habitat which has been altered due to natural or manmade events.

Hazard to navigation means a boat or structure erected, under construction or moored that obstructs the navigation of boat(s) proceeding along a navigable channel or obstructs reasonable riparian access to adjacent properties.

Health department and*county health department* means the county public health unit organized pursuant to F.S. § 154.001 et seq.

Herbaceous plant means a plant with little or no woody tissue, primarily consisting of grasses, rushes and sedges. Trees and shrubs are not herbaceous plants.

Impervious surface means those surfaces which do not absorb water, and includes all water bodies, structures, driveways, streets, sidewalks, other areas of concrete, asphalt, compacted layers of limerock or shell, and certain parking areas. In the case of storage yards, areas of stored materials constitute impervious surfaces.

Improvement to land means any change to land or to any structure on the land, and shall include any movement or grading of land, except grading which is incidental to the removal of exotic vegetation and which is not prohibited by chapter 5; clearing of indigenous vegetation; and the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; provided, however, that any change to a building which does not involve a change in the building floor area shall not be deemed an improvement to land.

Individual sewage disposal system or facility means those sewage systems which include a septic tank, a system of piping, and a soil absorption bed or drainfield, as further defined and regulated by F.S. ch. 381 and F.A.C. ch. 10D-6.

Industrial means the use of a building or structure primarily for the storage, packaging or distribution of goods; the assembly, fabrication or manufacture of goods, either from raw materials or other goods; and the basic processing of foodstuffs.

Intensity of use means the extent to which nonresidential land is used as measured in terms of square footage of buildings, impervious surfaces, traffic generation, water consumption and sewage created.

Interior completion permit means any permit issued by the building official, which permits completion of a shell building or unit within a shell building, by authorizing work to finish interior units so that the building may receive a certificate of occupancy.

Intersection means the general area where two or more roads, streets, access ways or access points join or cross.

Joint authority. Words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

Kayak launch means a structure that may be used for storing and/or launching kayaks, canoes, paddle boards or other non-motorized vessels.

Keeper and proprietor. The terms "keeper" and "proprietor" include any person, firm, association, corporation, club or co-partnership, whether acting alone or through a servant, agent or employee.

LBR means limerock bearing ratio, for purposes of sections 3-302 and 3-532.

Land development activity means any change in land use, or any construction of buildings or structures, or any change in the use of any building or structure that attracts or produces vehicular trips.

Land Development Code means the City of Bonita Springs, Florida, Land Development Code, as designated in section 1-1.

Land use map means the map adopted by the city council, which delineates land use categories of the comprehensive plan.

Landscape architect means a professional landscape architect duly registered and licensed by the state.

Large development means a project of ten acres or more in land area or two acres or more in impervious area.

Littoral zone means the shallow-water region of a waterbody where sunlight penetrates to the bottom.

Living unit means any temporary or permanent unit used for human habitation.

Local roadway means streets with primary function being to serve adjacent properties. As such, it provides the linkage from adjacent land uses to the collector street system. Through volume service is not a function of local streets.

Lot means a parcel of land considered as a unit.

Lot area means the total horizontal area within the lot lines.

Lot, corner, means:

(1) A lot located at the intersection of two or more streets where the corner interior angle formed by the intersection of the two streets is 135 degrees or less.

(2) A lot abutting a curved street if straight lines drawn between the intersections of the side lot lines and the street right-of-way or easement to the foremost point of the lot form an interior angle of less than 135 degrees. (See section 3-524.)

Lot depth means the distance between the midpoints of the front lot line and the rear lot line. The midpoint of a curved front or rear lot line shall be considered to be the midpoint of a straight line connecting the points of its intersection with the side lot lines. (See section 3-525.)

Lot, double-frontage, means any lot, not a corner lot or through lot, having two or more property lines abutting a street right-of-way or easement. (See section 3-526.)

Lot, flag, means a lot not fronting on or abutting a street, and where access to the street is by a narrow private easement; or an L-shaped lot or other irregularly shaped lot which abuts and has access to a street but does not comply with the minimum frontage requirements of chapter 4. (See section 3-526.)

Lot, frontage, means the distance measured along a straight line between the points of intersection of the side lot lines with the street right-of-way or easement. (See section 3-526.)

Lot, interior, means any lot not defined as a corner, double-frontage or through lot. (See section 3-526.)

Lot line means a line which delineates the boundary of a lot.

Lot line, front, means the lot line which divides the lot from a street right-of-way or easement. (See section 3-526.)

Lot line, rear, means that lot line which is parallel to or concentric with and most distant from the front lot line of the lot. In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to or concentric with and at the maximum possible distance from the front lot line shall be considered to be the rear lot line. In the case of a through lot, there shall be no rear lot line. In the case of a through frontage lot, the line directly opposite from the front line shall be designated as either a rear line or a side line depending upon the designation of the adjacent property. In the case of corner lots, the rear lot line shall be the line most nearly parallel to or concentric with and most distant from the front line most prevalent along the block. (See section 3-526.)

Lot line, side, means any lot line other than a front or rear lot line. (See section 3-526.)

Lot, L-shape, means an irregular lot shape, such as one in the shape of an "L" or "T," which meets the minimum frontage requirements of chapter 4. (See section 4-704.)

Lot of record means a lot which is part of a plat which has been lawfully recorded in the plat books in the office of the clerk of the circuit court and is in compliance with F.S. ch. 177, or a parcel of land, the deed of which was lawfully recorded in the office of the clerk of the circuit court on or before January 28, 1983.

Lot, through, means any lot having two opposite lot lines abutting a street right-of-way or easement. (See section 3-526.)

Lot width means the distance between the side lot lines, or a front and side lot line for corner lots, as measured along the minimum required street setback line. (See section 3-526.)

Luminaire means any one of a variety of lighting units including, but not limited to, florescent light fixtures, flood lights, spot lights, parking lights, and security lights.

Management, as applied to the protected species requirements of this Code, means a series of techniques applied to maintain the viability of species in a location. These techniques include, but are not limited to, controlled burning, planting or removal of vegetation, exotic species control, maintaining hydrologic regimes, and monitoring.

Management plan, as applied to the protected species requirements of this Code, means a plan prepared to address conservation and management of listed species and their habitat, which is approved by the director, following recommendations from the fish and wildlife conservation commission.

Manatee Protection Plan means the Lee County Manatee Protection Plan, dated June 17, 2004, approved by the board of county commissioners on June 29, 2004, as it may be amended from time to time.

Mangrove means any specimen of the species black mangrove (Avicennia germinans), white mangrove (Laguncularia racemosa), or red mangrove (Rhizophora mangle).

Mansard roof is a roof with two slopes, the lower almost vertical to allow extra roof space for the attic rooms.

Marine resources means natural resources found in brackish and salt water areas such as mangroves, seagrasses, oyster beds and other hard-bottom habitats.

Mean high water means the average height of the high waters over a 19-year period. For shorter periods of observation, the term "mean high water" means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value.

Mean high water line means the intersection of the tidal plane of mean high water with the shore.

Mean low water means the average height of the low waters over a 19-year period. For shorter periods of observation, the term "mean low water" means the average height of the low waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value.

Medical office means standard office space for the dispensing of medical and health-related services, including outpatient clinics incidental to such offices. Users may include medical doctors, osteopaths, chiropractors, naturopaths, nurse practitioners, health maintenance organizations and similar group practices, psychiatrists, clinical psychologists, counselors of all sorts and other similar licensed or professional practitioners, but shall not include small animal hospitals or other veterinary clinics.

Mobile home means a building, manufactured off the site in conformance with the Federal Mobile Home Construction and Safety Standards (24 CFR 3280 et seq.), subsequently transported to a site complete or in sections where it is emplaced and tied down in accordance with F.A.C. ch. 15C-1, with the distinct possibility of being relocated at a later date. Mobile homes not located within an established mobile home park will be treated as a single-family residence for impact fee calculation purposes.

Mobile home move-on permit means an official document or certification authorizing any purchaser, owner, mover, installer or dealer to move a mobile home onto a particular site. The term "mobile home move-on permit" also includes a permit authorizing the tie down of a park trailer in a mobile home zoning district.

Month means a calendar month.

Mooring area means the portion of a docking facility used for the mooring of boats.

Multi-modal means more than one travel mode, including vehicles/automobiles, bicycle, bus/transit, and pedestrian.

Multi-use path means a facility that is physically separated from the roadway and typically accommodates bi-directional travel by alternate modalities such as bicyclists and pedestrians. A multi-use path must be 11 feet or wider. Also known as a shared use path.

Multifamily means multiple-family building, duplex, two-family attached, townhouse and timeshare, as those terms are defined in this section.

Multiple-family building means a group of three or more dwelling units within a single conventional building, attached side by side, or one above another, or both, and wherein each dwelling unit may be individually owned or leased but the land on which the building is located is under common or single ownership. Dwelling units, other than caretaker's quarters, which are included in a building which also contains permitted commercial uses shall also be deemed to be multiple-family dwelling units.

Navigable channel means the area within a natural waterbody that has a minimum of three feet of water depth at mean low water. In artificial waterbodies. the navigable channel is measured from mean high waterline to mean high waterline.

Nonresidential means all commercial development excluding all residential development, and including multi-unit residential development.

Notary, notarize(d). Whenever the terms "notarize" or "notarized" appear, they expressly include and contemplate the use of the written declaration set forth under F.S. § 92.525 so long as the cited statutory requirements are met, except that written declarations may not include the words "to the best of my knowledge and belief" as this limitation is not permitted by the provisions of this Code.

Oath includes an affirmation in all cases in which, by law, an affirmation may be substituted for an oath; and in such cases the terms "swear" and "sworn" shall be equivalent to the terms "affirm" and "affirmed."

Occupied habitat buffer area, as applied to the protected species requirements of this Code, means occupied habitat, the dimensions of which coincide with the recommended buffer guidelines established in section 3-536 and section 3-456(b).

Office means the use of a building or structure primarily for the sale of professional, medical, financial or other services, as opposed to the sale or manufacture and storage of goods.

Officer and official. Whenever reference is made to any officer or official, the reference shall be taken to be to such officer or official of the city.

On-road bike facilities or *bike lane* means a portion of a roadway which has been specifically designated for the use of bicyclists. See also *Bike lane, shared.*

Open space means:

(1) Areas of preserved indigenous native vegetation and areas replanted with vegetation after construction, such as natural systems, lawns, landscaped areas and greenways, which comply with the minimum dimensional requirements of section 3-417(d).

(2) The outdoor recreational facilities as listed in section 3-417(d)(2)d.

(3) That portion of bodies of water, existing or proposed, that are within the proposed development area and subject to the restrictions and limitations in section 3-417(d)(2)c.

(4) Archaeological sites, including any area that contains evidence of past human activity ranging from large mound and midden complexes to a group of artifacts, the boundary and extent of which is determined by a survey by a professional archaeologist.

(5) Plazas, atriums, courtyards and other similar public spaces as specified in section 3-417(d)(2)e.

Ordinary high water line means the intersection of the tidal plane of ordinary high water with the shore as applied to artificial water bodies.

Overhang means:

(1) The structural projection of an upper story or roof beyond the story immediately below;

(2) The portion of a vehicle extending beyond the wheel stops or curb.

Owner, as applied to a building or land, includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety, of the whole or a part of such building or land.

PCP (permanent control point) means a marker as defined in F.S. § 177.031(13).

PRM (permanent reference monument) means a monument as defined in F.S. § 177.031(15).

Parapet means the part of an exterior wall that extends above the roof.

Parcel. See *Lot*.

Parking areas means all areas, paved or unpaved, designed, used or intended to be used for the parking or display of vehicles, excluding:

(1) Areas used for parking or vehicle display that are under or within buildings;

(2) Parking areas serving a single structure of two dwelling units or less; and

(3) Areas used for the temporary storage of construction equipment.

Parking lot access means an accessway which provides vehicle access from a street to a parking lot containing five or more parking spaces, but from which vehicles are restricted to entering or leaving the street in a forward motion only.

Parking lot aisle means the portions (lanes) of a parking lot which provide direct access to individual parking spaces.

Pedestrian means a person on foot or in a wheelchair.

Pedestrian-scale means the use of human-proportioned architectural features and site design elements clearly oriented to pedestrian activity. Such elements are typically smaller in scale and more proportional to the human body, rather than monumental or large-scale, and include surface texture and patterns, lighting, colors, materials, and architectural details.

Permanent traffic means the traffic that a development can reasonably be expected to generate on a continuing basis upon completion of the development. The term "permanent traffic" does not mean the temporary construction traffic.

Permit means any official document or certificate required or issued by the city authorizing performance of a specified activity.

Permit, interior completion, means any permit issued by the building official that will permit completion of a shell building, or unit within a shell building, by authorizing work to finish interior units so that the building may receive a certificate of occupancy.

Planned development means a development that is designed and developed as a cohesive, integrated unit under single ownership or unified control which permits flexibility in building siting, mixture of housing types or land uses, clustering, common functional open space, the sharing of services, facilities and utilities and protection of environmental and natural resources. Planned developments are those zoning districts designated in chapter 4 as PUD, RPD, MHPD, RVPD, CFPD, IPD, AOPD, CPD, or MPD.

Planned development rezoning means any rezoning to a planned development zoning district pursuant to chapter 4.

Plat means a plat as defined by F.S. § 177.031(14), as amended.

Portico means an architectural entry feature structurally supported by columns or arches and protecting a doorway or walkway from the elements.

Preliminary development order means any development order other than a final development order.

Primary public hurricane shelter means a structure designated by the division as a place for shelter during a hurricane event. Only those structures located outside of the coastal high hazard area that have been designated by the city or the American Red Cross as primary shelters meet this definition.

Private street means a street that:

(1) Is not dedicated to the public; or

(2) Has been dedicated to the public but the offer has not been accepted by the board through express action at a public hearing.

Private water system means a water system that is supplied by a well, spring or other similar source of water, that is used for human consumption by four dwelling units or less and is regulated by F.S. ch. 381 and F.A.C. ch. 10D-4, as amended.

Property means:

(1) Real and personal property; and

(2) As applied to the protected species requirements of this Code, means the land which is the subject of the specific development application.

Public health, safety and welfare includes, but is not limited to, comfort, good order, appearance, convenience, law enforcement and fire protection, prevention of overcrowding of land, avoidance of undue concentration of population, facilitation of the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreation facilities, housing and other requirements and services; and conservation development, utilization and protection of natural resources.

Public or *institutional use* means a land use that cannot be classified in any other land use category included in the fee schedules on file in the city clerk's office.

Public or *private warehouse* means indoor terminal facilities, either available to the general public at a fee for the dead storage of farm products, furniture and other household goods or commercial or private goods of any nature or operated primarily for a specific commercial establishment or group of establishments in a particular industrial or economic field, such as moving companies, transfer companies, freight delivery, specific retail store storage or beverage distribution, but not generally accessible to the public.

Public service marina means a marina that generally leases wet storage to the general public on a first come, first serve basis, and also offers services such as the provision of supplies, sewage pump-out, repair of boats and wet or dry storage.

Public sewage system means a sewage system that contains a wastewater treatment plant, is not an individual sewage disposal system, and is not regulated by the state.

Public street means a street that has been dedicated to the public and where the public, through use of the street, or the city council, through express action at a public hearing, has accepted the offer of dedication. Regardless of the council's acceptance of the offer of public dedication, the council may or may not have accepted the street for maintenance purposes.

Public water system means a water system that is not a private water system, and includes those water systems regulated by the state and defined as public water systems by the state.

Receiver parcel means a parcel of land on which a development right is used.

Recreation facilities.

(1) *Recreation facilities, commercial*, means recreation equipment or facilities not classified as a park (section 4-408(c)(32)), or as personal, private-on-site, or private-off-site facility, but instead operated as a business and open to the public for a fee. See section 4-408(c)(38).

(2) *Recreation facilities, personal,* means recreation equipment or facilities such as swimming pools, tennis, shuffleboard, handball or racquetball courts, swings, slides and other playground equipment provided as an accessory use on the same premises and in the same zoning district as the principal permitted use and designed to be used primarily by the owners, tenants, or employees of the principal use and their guests.

(3) *Recreation facilities, private on-site,* means recreation equipment or facilities such as swimming pools, tennis, shuffleboard, handball or racquetball courts, swings, slides and other playground equipment which are owned, leased or operated by a homeowners', co-op, or condominium association and located in the development or neighborhood controlled by the association.

(4) *Recreation facilities, private off-site,* means recreation equipment or facilities such as, but not limited to, swimming pools, tennis, shuffleboard, handball or racquetball courts, picnic facilities, swings, slides and other playground equipment owned, leased or operated by a homeowners', co-op, or condominium association for use by the association's members and guests, but which are not located in the development or neighborhood controlled by the association.

Recreational vehicle means a recreational vehicle type unit which is so defined in F.S. § 320.01(b).

Recreational vehicle development order means a final development order, as that term is used in chapter 3, permitting the placement of recreational vehicles on any area of land.

Redevelopment means construction of new buildings, typically after demolishing the existing buildings.

Regulatory standards means the minimum acceptable level of service as set forth in the comprehensive plan or this Code, whichever is more restrictive.

Rehabilitation means the act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions of features of the property which are significant to its historical architectural and cultural values.

Retail means the use of a building or structure primarily for the sale of goods or foods that have not been made, assembled or otherwise changed in a way generally associated with manufacturing or basic food processing in the same building or structure.

Retaining wall means a vertical bulkhead constructed five feet landward of the mean-high water line and wetland vegetation.

Reverse frontage street means a local street or accessway that functions as an access street but which is not located adjacent to the arterial or collector street right-of-way.

Road has the same meaning given it in F.S. § 334.03(23).

Road capital improvement includes transportation planning, preliminary engineering, engineering design studies, land surveys, right-of-way acquisition, engineering, permitting and construction of all the necessary features for any road construction project, including but not limited to:

(1) Construction of new through lanes;

(2) Construction of new turn lanes;

(3) Construction of new bridges;

(4) Construction of new drainage facilities in conjunction with new roadway construction;

(5) Purchase and installation of traffic signalization, including new signalization and upgrading signalization;

(6) Construction of curbs, medians and shoulders;

(7) Construction of on-road bikeways and bikepaths; and

(8) Relocating utilities to accommodate new roadway construction.

Road expansion means all road and intersection capacity enhancements, and includes, but is not limited to, extension, widening, intersection improvements, upgrading signalization and improving pavement conditions.

Roadway is a general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes, including the travelway, shoulders and swales, but which has not been accepted by the board.

Service area means:

(1) The area subject to a fire control and rescue district's taxing authority by virtue of a valid special act establishing the fire district's boundaries within the city, as its boundaries may change from time to time. The term "service area" also includes an area the district provides fire and emergency medical services to by virtue of a valid interlocal or contractual agreement; or

(2) The geographical region consisting of the lots being served or being proposed to be served by a public facility, including, but not limited to, public water or sewage systems.

Setback line, front or *street,* means a line drawn parallel to or concentric with the front lot line at a distance from the lot line equal to the setback required by chapter 4 for the classification of street upon which the lot abuts. If the front line is curved, the setback line shall be a curved line drawn an equal distance back from the intersections of the side lot lines with the street right-of-way line, and with the required setback measured at the point where the setback line is closest to the front lot line. (See section 3-526.)

Sever means the removal or separation of some specified right or use from the bundle of rights possessed by an owner of real property. The term "sever" connotes a removal or separation in perpetuity as distinguished from a restriction or limitation which may be overridden, deleted or subject to a time limitation.

Sewage system means a system of pipes, pumps, tanks or wastewater treatment plants and all other appurtenances or equipment needed to treat, transport and dispose of sewage.

Shell building means any commercial or industrial building, or portion of a building, so constructed to consist exclusively of exterior walls and unfurnished interior units with rough staged utilities, so as to preclude occupancy. The term "shell building" does not include agricultural or residential buildings.

Shopping center means an integrated group of commercial establishments planned, developed, owned or managed as a unit. A shopping center consists primarily of retail establishments, but may also contain some other uses, such as restaurants, medical or general offices. Shopping center out parcels will be treated as separate uses.

Sidewalk means any portion of a street between the curbline and the adjacent property line intended for the use of pedestrians.

Sidewalk, off-site, means a pedestrian facility which is exterior to a parcel being improved and located in the right-of-way of the arterial or collector road adjacent to that parcel or within an easement dedicated to the public.

Sidewalk, on-site, means a pedestrian facility which is located within the boundaries of the parcel being improved.

Single-family residence means a single, freestanding, conventional building designed for one dwelling unit and which could be used for occupancy by one family.

Site-related improvements means capital improvements and right-of-way dedications for direct access improvements to the development in question. Direct access improvements include, but are not limited to, the following:

(1) Site driveways and roads;

(2) Median cuts made necessary by those driveways or roads;

(3) Right turn, left turn, and deceleration or acceleration lanes leading to or from those driveways or roads;

(4) Traffic control measures for those driveways or roads;

(5) Access or frontage roads that are not shown as planned county or city-built or publicly owned roads on the county or city's access road location map, as amended;

(6) Roads or intersection improvements whose primary purpose at the time of construction is to provide access to or within the development;

(7) Unless required by the county or city pursuant to the criteria in section 3-283, access or frontage roads that enable a parcel to achieve site location standards for commercial development; and

(8) Unless required by the county or city pursuant to the criteria in section 3-283, roads that provide frontage for newly created lots that would not normally have frontage.

Slip means a space designed for the mooring or storage of a single boat, regardless of size, which includes wet or dry slips, anchorage, beached or blocked, hoist, parked on trailers, open or covered racks, seawall or the number of parking spaces for boat ramps. Fishing piers are not considered wet slips.

Small development means a project of less than ten acres in land area and less than two acres in impervious area.

Soils classification means those categories and types of soils identified by the United States Department of Agriculture soil survey of the city.

State means the State of Florida.

Statutory development agreement means any agreement made specifically pursuant to the Florida Local Government Development Agreement Act. All other terms which are used in any statutory development agreement made by the city pursuant to the Florida Local Government Development Agreement Act, as such act may be amended from time to time, shall be defined as set forth in F.S. § 163.3221, unless otherwise specifically defined in a particular statutory development agreement. Terms not so defined shall be given their ordinary and customary meanings.

Stormwater management system includes the detention or retention areas, percolation trenches, discharge structures and outfall channels provided to control the rate of stormwater runoff within and from a development.

Street.

(1) The term "street" means:

a. An accessway which affords the principal means of ingress or egress for two or more parcels of land; or

b. A right-of-way or roadway which affords the principal means of ingress or egress for a parcel of land.

(2) The term "street" is synonymous with the term "avenue," "boulevard," "drive," "lane," "place," "road" or "way," or similar terms.

Street furniture means benches, lighting, bike racks and shelters, newsstands, informational signs, kiosks, waste receptacles, and other related infrastructure used to support the use of the street as public space.

Street right-of-way is a general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes, which has been dedicated to the public and accepted by the board.

Street stub means a street having one end open for vehicular traffic and the other terminated without a turnaround for vehicles.

Structure means that which is built or constructed. The term "structure" shall be construed as if followed by the words "or part thereof."

Structure Limitation Line means a line extending into the waterbody from a property corner at a 45-degree angle from the property line. The Structure Limitation Line angle calculation is defined by its measure and is not dependent on the length of the property line. If the property line is a curve the Structure Limitation Line is measured from the tangent ray of the curve at the point of intersection. (See Figure 7.1a in Chapter 7 Section 7-358(b)). The Structure Limitation Line shall be utilized for permitting structures designed for water oriented uses only.

Subdivider means a person who creates a subdivision.

Subdivision.

(1) A subdivision is a type of development. The term "subdivision" means the following:

a. The division of a lot wherein the new lot, or any remaining portion of the original lot, is less than ten acres in size;

b. The division of a lot, the result of which is the extension of an existing street or the establishment of a new street;

c. Creation of a condominium as defined in F.S. chs. 718 and 721, except that condominium developments are exempt from the provisions of this Code that require platting under F.S. ch. 177.

(2) The combination or recombination of up to three lots of record is not a subdivision provided that all resulting lots comply with chapter 4, the comprehensive plan and all other applicable provisions of this Code. Specific provisions relating to the recombination of up to three lots are contained in section 3-231.

(3) The term "subdivision" includes resubdivision or redivision and, when appropriate to the context, also means the process of subdivision or the land subdivided.

Submerged aguatic vegetation means fresh, saline or brackish submerged vegetation, not to include macroalgae, that may be used by manatees for food.

Surveyor means a professional land surveyor duly registered and licensed by the state.

TDR means transfer of development rights.

TDR unit means one dwelling unit or its equivalent density.

Tenant or *occupant,* as applied to a building or land, include any person holding a written or oral lease or who occupies the whole or part of such building or land, either alone or with others.

Terminal platform means the part of a docking facility connected to and generally wider that the access walkway that is used both for securing and loading a boat.

Timeshare means any arrangement, plan, scheme or similar device, other than an exchange program, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement by any other means, whereby a purchaser, for consideration, receives ownership rights in or a right to use accommodations, and facilities, if any, for a period of time less than a full year during any given year, but not necessarily for consecutive years, as defined in F.S. § 721.05.

Timeshare unit means:

(1) Any dwelling unit or rooming unit for which a timesharing plan, as defined in F.S. ch. 721, has been established and documented.

(2) A type of ownership that complies with the provisions of F.S. ch. 721, where a purchaser, in exchange for consideration, receives ownership rights to occupy a unit for a period of time less than a full year for the duration stated in the instrument of conveyance.

Total Included Angle means the shape formed over the canal by two property lines diverging from the common property corner which is used to determine the Boat Limitation Line as it extends into the canal. The Total Included Angle is measured between the property lines extending along the seawall on either side of the common property corner. The Total Included Angle is defined by its measure and is not dependent on the length of either property line. If one or both of the property lines is a curve the Total Included Angle is measured from the tangent ray(s) of the curve at the point of intersection. (See Figures 7-1b – 7.1e in Section 7-358(b)).

Townhouse means a group of three or more dwelling units attached to each other by a common wall or roof wherein each unit has direct exterior access and no unit is located above another, and each unit is completely separated from any others by a rated firewall or a fire and sound resistant enclosed separation or space, and wherein each dwelling unit is on a separate lot under separate ownership.

Trafficway means an existing or planned public right-of-way, the primary, though not necessarily the sole, purpose or use of which is to facilitate through movement of direct access to abutting properties. A trafficway may represent a freeway, expressway, arterial or collector street.

Transportation concurrency exception areas means areas designated under the comprehensive plan that allow exceptions to the transportation concurrency management requirement to promote urban infill development, urban redevelopment, or downtown revitalization.

Transportation concurrency management areas means compact geographic areas designated under the comprehensive plan with existing or proposed multiple, viable alternative travel paths or modes for common trips, which employ the use of an area-wide level of service standard and an accommodation and management of traffic congestion for the purpose of promoting infill development or redevelopment in a manner that supports more efficient mobility alternatives.

Turn lane means a width of pavement required to protect the health, safety and welfare of the public and reduce adverse traffic impacts from turning movements generated by a development on to and off of a street. Turn lanes shall include and enhance turning, acceleration, deceleration or storage movements of vehicles as required by this Code.

Two family as used in this Code, includes the term "duplex" as defined in chapter 4 of the Land Development Code.

Unified control means that a single property owner or entity has been authorized by all owners of the property to represent them and to encumber the parcel with covenants and restrictions applicable to development of the property as approved by the city.

Unified control document means a notarized statement evidencing a property owner's or entity's right and authority to impose covenants and restrictions on the parcel or otherwise bind the property with respect to conditions necessary to secure the approval requested. A notarized statement submitted to the city establishing a property owner's or entity's right and authority to impose covenants and restrictions on a parcel as a result of the issuance of development approval in accordance with this Code. The unified control document also constitutes an agreement that the property owner will not transfer, convey, sell or subdivide the subject parcel unencumbered by the covenants and restrictions imposed as part of the development order permitting process.

Used for includes the terms "arranged for," "designed for," "maintained for" or "occupied for."

Vehicle use area means all ground level impervious surfaces, including impervious parking areas, that may be used by vehicles for parking, circulation, and similar activities within the development. Street right-of-way, roadway easement, and those areas excluded from the definition of parking area are exempted.

Volume to capacity ratio means the ratio of traffic volume to the adopted level of service threshold (i.e., capacity) for a road.

Wall, front, means the wall closest to, and running roughly parallel to, the front lot line. On a corner lot, there are two front walls.

Water detention/retention area means a water storage area with a bottom elevation lower than one foot above the control elevation of the area.

Water system means a system of pipes, pumps, water treatment plants or water sources, and all other appurtenances or equipment needed to treat, transport and distribute water.

Week means seven consecutive days.

Work means and includes, but is not limited to, all dredging or disposal of dredge material, excavation, filling, construction, erection or installation, or any addition to or modification of a structure on a waterway.[** 1]

Written or *in writing* includes any representation of words, letters or figures, whether by printing or otherwise.

Year means a calendar year.

Zoning board means the city board that hears requests for zoning variances and performs the duties set forth in section 4-124.

Zoning ordinance means that document as adopted, and as may be amended by the city council for the purpose of dividing the incorporated area of the city into zoning districts and providing for the regulation of uses, land and structures within such districts, as set out in chapter 4.

(Ord. No. 05-04, § 2(9-5), 4-6-2005; Ord. No. 18-06 , § 1, 5-16-2018; Ord. No. 21-08 , § 2(Exh. A), 10-20-2021)

[1]Editor's note(s)—**This definition is meant for work relating to dock and shoreline only. The term work can be found elsewhere in the Land Development Code.

Local Planning Agency
MINUTES
City of Bonita Springs City Hall
9101 Bonita Beach Rd. SE
Bonita Springs, Florida 34135
Thursday, June 8, 2023
9:00 A.M.

I. CALL TO ORDER.

Chairman Jeff Maturo called the meeting to order at 9:00 A.M.

II. ROLL CALL.

Members in attendance: Chairman Jeff Maturo, Board Member Daniel Dhooghe, Board Member Steve Lohan and Board Robert Bornstein

Absent: Board Member Robert Lombardo, and Board Member Lane Morlock

Chairman Maturo stated Board Member Morlock informed the Clerk of his resignation due to travel conflicts.

III. PUBLIC COMMENTS

IV. REVIEW OF THE FOLLOWING LAND DEVELOPMENT CODE AMENDMENTS FOR CONSISTENCY WITH THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN.

A. CHAPTER 4, SEC. 4-1052-BACK YARD HENS

Sean Gibbons, Planner with Community Development presented the proposed amendments. He stated the change is allow no cap on the number of households that can have a permit.

Board Member Bornstein asked how enforcement handled. Sean Gibbons stated Neighborhood Services is in charge of enforcement.

Sean Gibbons stated the permit is with the owner not the property.

Chairman Maturo made a motion to approve; Board Member Bornstein second; Approved 5-0 (Member Lombardo and Morlock absent)

B. CHAPTER 7, ARTICLE II, SEA TURTLES

Laura Gibson, Environmental Specialist with Community Development, provided an overview of the proposed amendments.

Board Member Bornstein asked how the changes effect existing buildings.

Laura Gibson replied they would make the updates during repair or replacement.

Chairman Maturo motioned to approve; Board Member Dhooghe second; Approved 5-0 (Members Lombardo and Morlock absent)

C. CHAPTER 7, ARTICLE II, DOCK AND SHORELINE STRUCTURES

Laura Gibson provided an overview of the proposed amendments.

Chairman Maturo called for Public Comments:

- *John Siekmann with Stokes Marine spoke in opposition to the repairing line changes. Would like no setbacks in respect to installing docks.*

John Dulmer, Community Development Director answered questioned from the Board.

Chairman Maturo made a motion to table the item to the next meeting; Board Member Bornstein second; Approved 5-0 (Members Lombardo and Morlock absent)

V. UPDATE FROM APRIL LPA MEETING (LDC CHAPTER 4 AMENDMENTS)

Update given by Jackie Gensen with Community Development. Amendments for Downtown Signage, Ability to build single family homes in Mobile Home Districts and changes to Bonita Beach Road Corridor Standards were approved unanimously by City Council.

VI. NEXT MEETING.

Tentatively Scheduled for July 20, 2023.
Board Members Colapietro will not be available; Board Member Bornstein may not be available to attend.

VII. APPROVAL OF MINUTES: April 20, 2023

Board Member Lohan made a motion to approve; Second by Board Member Dhooghe; Approved 5-0 (Members Lombardo and Morlock absent)

VIII. ADJOURNMENT.

There being no further items to discuss, the meeting adjourned at 9:51 am.

Prepared by,

Teresa Grimes, Sr. Records & Compliance Clerk

Approved by the Local Planning Agency on the 20th of July, 2023.

Jeff Maturo, Chairman

Local Planning Agency
MINUTES
City of Bonita Springs City Hall
9101 Bonita Beach Rd. SE
Bonita Springs, Florida 34135
Thursday, July 20, 2023
9:00 A.M.

I. CALL TO ORDER.

Chairman Jeff Maturo called the meeting to order at 9:00 A.M.

II. ROLL CALL.

Members in attendance: Chairman Jeff Maturo, Board Member Daniel Dhooghe, Board Member Steve Lohan and Board Member Robert Lombardo

Absent: Board Member Robert Bornstein and Board Member Don Colapietro

III. PUBLIC COMMENTS

- *Ben Nelson of Nelson Marine Construction is in support of side setback. Presented handout to Board Members and the City Clerk*

- *John Siekmann of Stokes Marine, feels the proposed amendments are the same as the previously discussed. He is in agreement with Ben Nelson's comments.*

IV. REVIEW OF THE FOLLOWING LAND DEVELOPMENT CODE AMENDMENTS FOR CONSISTENCY WITH THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN.

Laura Gibson, Environmental Specialist with Community Development, provided an overview of the proposed amendments and answered questions from Board Members.

Discussion was held regarding setbacks, lot and vessel size and slip area definition.

Chairman Maturo made a motion the amendments are consistent with the Comp Plan; Second by Board Member Lombardo; passed unanimously.

Draft

Chairman Maturo made a motion to implement a 5-ft and 10-ft setbacks instead of the 45-degree angle that is proposed, Second by Board Member Lohan; passed unanimously.

V. UPDATE FROM JUNE LPA MEETING [LDC CHAPTER 4 (HENS) AND CHAPTER 7 AMENDMENTS (SEA TURTLES)]

Update given by Jackie Gensen with Community Development. Both items approved by City Council.

VI. NEXT MEETING.

Tentatively Scheduled for August 17, 2023.

VII. APPROVAL OF MINUTES: June 8, 2023

Board Member Dhooghe made a motion to approve minutes; Second by Chairman Maturo; Approved 4-0 (Members Bornstein and Colapietro absent)

VIII. ADJOURNMENT.

There being no further items to discuss, the meeting adjourned at 9:46 am.

Prepared by,

_____

Teresa Grimes, Sr. Records & Compliance Clerk

Approved by the Local Planning Agency on the _____ of _____, 2023.

_____

Jeff Maturo, Chairman

Draft

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-192
September 6, 2023

REQUESTED MOTION: SECOND READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM BORROWING NOT TO EXCEED $2,000,000 IN PRINCIPAL AMOUNT OF A DEBT OBLIGATION TO FINANCE CONTINUING GOVERNMENTAL OPERATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE DEBT OBLIGATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney; Lisa Griggs Roberson, Director of Finance & Administrative Services

AGENDA: Public Hearing

STRATEGIC PRIORITY:

BACKGROUND: On August 9, 2023, the City received the attached letter from the Florida Department of Commerce advising that the City's loan application for Hurricane Ian was selected for funding in the amount of $2,000,000 and providing a Term Sheet that sets out the terms and conditions pursuant to which FloridaCommerce has agreed to provide funding to the City for governmental operations. The highlights of the terms are:

- No fees or interest due on the 12-month loan with option for 6 months extension.
- The loan may be repaid at any time without any penalty.
- The use of funds will be limited to costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.

In accordance with Section 27 of the City Charter and the Local Government Emergency Bridge Loan program requirements.

STAFF RECOMMENDATION: Adopt the ordinance.

ATTACHMENTS:

1. City letter dated July 21, 2023
2. Letter from FloridaCommerce dated August 9, 2023
3. Term Sheet for the Emergency Bridge Loan
4. Ordinance
5. Resolution
6. Local Government Emergency Bridge Loan Agreement
7. Promissory Note

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

City of Bonita Springs Florida
Small Town Charm. Big Bright Future.

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Rick Steinmeyer
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

July 21, 2023

Florida Department of Economic Opportunity
Local Government Emergency Bridge Loan
107 East Madison Street, Caldwell Building
Tallahassee, Florida 32399-4120

RE: City of Bonita Springs Emergency Bridge Loan Request Certification

To whom it may concern:

The City of Bonita Springs is comprised of approximately 41 square miles situated in the Southwest portion of Lee County, Florida, and contains barrier islands along the Gulf of Mexico. Similar to other communities in the area, the City of Bonita Springs contributes greatly to the economy of Southwest Florida through its renowned beaches, tourism industry, strong housing market, small-town charm, and large seasonal residential population.

When Hurricane Ian made landfall on September 28, 2022, the City of Bonita Springs endured sustained winds of over 150 mph and received historic storm surges of over 13 feet. In addition to the beach erosion and utter devastation of the barrier islands, the storm surge carried inland 4.6 miles and inundated the City's 13.4 miles of natural waterways, causing severe flooding through the many residential neighborhoods and mobile home parks situated along the waterways, including Spring Creek and the Imperial River.

As a result, the City's direct revenue sources were negatively affected. The funds that were affected and the related revenue sources are detailed in Attachment A hereto.

The City is requesting $2,000,000 in funding from the Local Government Emergency Bridge Loan program to assist in the continuity of operations. The expenditure amounts that are related to the requested loan funding are for personnel and operating expenditures.

The City appreciates the support of the State of Florida and hereby certifies that the loan funds will only be used to continue governmental operations as described herein. Please do not hesitate to contact me for any additional information.

Sincerely,

Arleen M. Hunter
City Manager

attachments
c: Mayor & Council Members
Derek Rooney, City Attorney
Matt Feeney, Assistant City Manager
Lisa Griggs Roberson, Director of Financial and Administrative Services
Mike Sheffield, City Clerk

City of Bonita Springs

Florida Department of Economic Opportunity
Local Emergency Bridge Loan Program
Revenue Projections
Hurricane Ian made Landfall September 28, 2022
As of June 30, 2023

DRAFT

	Since Landfall		12 months ended 9/30/23		12 months ended 9/30/24	
	Projected Shortfall Dollars	Projected Shortfall Percentage	Projected Shortfall Dollars	Projected Shortfall Percentage	Projected Shortfall Dollars	Projected Shortfall Percentage
General Fund						
Ad Valorem Taxes	$ (130,000)	-1%	$ (150,000)	-1%	$ (500,000)	-5%
Planning & Zoning Fees	$ (100,000)	-22%	$ (160,000)	-35%	$ (160,000)	-35%
Building Fee Fund						
Building Fees	$ (200,000)	-14%	$ (490,000)	-35%	$ (540,000)	-39%
	$ (430,000)		$ (800,000)		$ (1,200,000)	
				24 month Total	$ (2,000,000)	

Audited Financial Statements

The fiscal year 2022 and 2021 Annual Comprehensive Financial Reports are located at the link below:
https://www.cityofbonitasprings.org/services departments/finance department/financial reports

LOCAL GOVERNMENT EMERGENCY BRIDGE LOAN



Information and Documentation Needed to Apply

- ✓ Name of county or municipality
- ✓ Name of the hurricane(s) that impacted the local government
- ✓ Total amount of funding requested for governmental operations
- ✓ Most recently completed operational audit (if any)
- ✓ Two most recent years of audited financial statements
- ✓ Reductions in tax revenues, both in the form of dollars and a percentage of revenues, since the time the storm made landfall
- ✓ Estimates regarding reductions in future tax revenues, both in the form of dollars and a percentage of revenues, over the next 24 months, not to exceed 10 pages
- ✓ A certification signed by the mayor, board chair, or chief executive officer (e.g., county manager, city manager) of the county or municipality that loan funds will only be used to continue governmental operations or to expand or modify such operations to meet disaster related needs
- ✓ Any additional or supporting documentation the applicant believes may support funding its application

August 9, 2023

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

Re: Local Government Emergency Bridge Loan Program

Dear Ms. Hunter,

Thank you for your interest in the Florida Department of Commerce's (FloridaCommerce) Local Government Emergency Bridge Loan Program. We are pleased to inform you that your loan application for Hurricane Ian was selected for funding in the amount of $2,000,000.00.

Enclosed is a Term Sheet that sets out the terms and conditions pursuant to which FloridaCommerce has agreed to provide funds to the City of Bonita Springs for governmental operations, as defined in section 288.066, Florida Statutes and Rule 73AER23-1.

Receipt of funds is contingent upon the City of Bonita Springs entering into a loan agreement with FloridaCommerce. The loan agreement will specify the obligations to be met for payment of the funds and loan repayment. Also enclosed is the loan agreement, promissory note, and resolution templates for you to begin your review. Please note that this letter does not constitute an offer or agreement to loan your organization any funding or to enter into an agreement with respect to any funding, nor does this letter constitute a binding commitment on the part of either FloridaCommerce or the state of Florida. Accordingly, nothing express or implied in this letter gives any person or entity any legal or equitable rights.

In order to ensure timely payments, recipients of state funds must understand and comply with all loan requirements and applicable laws and rules, including the payment requirements of the Florida Department of Financial Services.

If you have any questions, please do not hesitate to contact Mason Alford, Director of Small Business Innovation, by telephone at 850-717-8964 or by email at Mason.Alford@commerce.fl.gov.

Sincerely,

J. Alex Kelly

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

TERM SHEET

This loan facility ("Facility") is provided by the Florida Department of Commerce ("Commerce"), located at 107 East Madison Street, Tallahassee Florida, 32399, to the City of Bonita Springs ("Borrower") 9101 Bonita Beach Road, Bonita Springs, Florida 34135. Commerce and the Borrower are collectively referred to as the "Parties" and each individually as a "Party."

Background. This Term Sheet sets out the terms and conditions pursuant to which Commerce will provide the Facility of up to $2,000,000 to the Borrower for Governmental Operations, as that term is used in Section 288.066, Florida Statutes and Rule ER73AER23-1.

Full Documents. This Term Sheet is not intended to create a legal obligation between the Parties, and is intended only to set forth the terms under which the Facility will be offered, subject to the terms and execution of definitive documents embodying all of the terms and conditions between the Parties with respect to the Facility (the "Loan Documents").

Working Capital Facility	
Nature and Purpose of the Facility	Commerce has agreed to provide the Borrower with a loan facility (the "Facility") that is non-interest bearing for the term of the Facility.
Use of Funds	The use of funds will be limited to costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.
Amount of Facility	$2,000,000
Fee	There is no fee associated with this Facility.
Interest Rate	During the term of the Facility interest shall not accrue. Subject to the Repayment Term section below, simple interest will accrue on an annualized basis on the Outstanding Principal at a rate of 10% (the "Interest Rate").
Preconditions to Availability of Facility	Commerce is not obliged to provide the Facility to the Borrower until Commerce: • has received a certified copy of one or more resolutions of the Borrower's City Council authorizing the execution and delivery of the Loan Documents; • has received one or more signed copies of the Loan Documents from the Borrower; and • has countersigned and returned to the Borrower the Loan Documents.
Availability of Facility	The Facility is available for disbursement immediately after the execution of all Loan Documents.
Repayment Term	Amounts outstanding (the "Outstanding Principal") under the Facility may be repaid at any time without any penalty. Within 12 months after disbursement the Borrower shall begin repayments of principal and interest, unless the Borrower has requested, and Commerce has approved, an extension for 6 months. Amounts unpaid shall rollover each month and interest shall be accrued only on the Outstanding Principal. Any amount outstanding under the Facility becomes immediately repayable in full on the earlier of: • the termination of the Loan Documents (other than termination resulting from the conclusion of a formal agreement), or if a formal agreement was entered into incorporating the provisions of the Loan Documents, the formal agreement;

	• the occurrence of an Event of Default (which is not remedied within the time period required to remedy such a default after notice to that effect from Commerce).
Event of Default	The Borrower will be given five business days to remedy an event of default for failure to pay an amount owing to Commerce and 10 business days to remedy any other default (other than insolvency type defaults). An event of default will occur where: • the Borrower fails to pay any amounts owing under the Facility as and when due; • the Borrower fails to perform or observe any obligation under the Facility and does not remedy the failure within five business days after receipt of a notice; • any warranty, representation, or statement by the Borrower is or becomes false, misleading, or incorrect when made or regarded as made under the Loan Documents; and • there is a material adverse change in the Borrower's assets, liabilities, financial position, or prospects.
Representations and Warranties	It is acknowledged that Commerce may require additional warranties to be provided by the Borrower. The Borrower represents and warrants upon execution of the Loan Documents that: • it has consulted, and as appropriate obtained the review and opinions of, its legal counsel and accountants. • it has full power and authority to enter into and perform its obligations contemplated by Term Sheet and has taken all necessary action to authorize the execution, delivery, and performance thereof; • no event has occurred which constitutes an Event of Default; • it is solvent and able to pay its debts as and when they become due and payable; • all information furnished by the Borrower to the Lender in connection with this Term Sheet is true and correct in all respects and there are no other facts or circumstances of which it is aware that would render any such information misleading; • it has not violated any law or agreements which may have a material adverse effect on the business or financial condition of the Borrower; and • it has disclosed to Commerce any information which might reasonably be expected to adversely influence the decision of a lender to make a general borrowings facility available to the Borrower on terms and conditions similar to those contained in this Term Sheet. • it will, in good faith, take all steps necessary to facilitate the execution the Loan Documents, and the transactions contemplated thereby.
Indemnity	The Borrower will indemnify Commerce for all loss that it suffers occurring as a result of an Event of Default or Commerce exercising its powers as a result of an Event of Default.
Costs and Expenses	Except as otherwise set forth herein, each Party bears its own costs and fees, including attorney's fees.
Confidentiality	This Term Sheet is a public record, subject to the public record disclosure requirements of Article I, Section 24 of the Florida Constitution and Chapter 119 of the Florida Statutes.
Formal Documents	Commerce will prepare the Loan Documents incorporating the provisions set out above and other terms customarily found in a loan facility of this type.

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF INTERIM BORROWING NOT TO EXCEED $2,000,000 IN PRINCIPAL AMOUNT OF A DEBT OBLIGATION TO FINANCE CONTINUING GOVERNMENTAL OPERATIONS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE DEBT OBLIGATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to unexpected public expenditures and continued uncertainty in projections as to the City's forthcoming operating revenue resulting from the impact of Hurricane Ian on the City of Bonita Springs, the City applied for and was approved for an interim financing loan from the State of Florida Department of Commerce; and

WHEREAS, Department of Commerce approved the City's request for interim funding under its Local Government Emergency Bridge Loan Program in the amount $2,000,000 ("Bridge Loan"); and

WHEREAS, the City Council finds that the interim financing for purposes of funding ongoing governmental operations is in the best interests of the City and its citizens and constitutes a paramount public purpose; and

WHEREAS, acceptance of the Bridge Loan is the most efficient and cost-effective method of financing for continuity of governmental operations following Hurricane Ian; and

WHEREAS, the approval of a loan agreement and financing through a term loan or line of credit to be evidenced by a promissory note or other form of debt obligation (the "Debt Obligation") to be issued by the City pursuant to the authority of this Ordinance, the provisions and details of which shall be provided for in the hereinafter defined Resolution, payable from Non-Ad Valorem Revenues (as defined herein) in the manner and to the extent provided herein and in the Resolution.

WHEREAS, the principal of and interest on the Debt Obligation shall be payable from Non-Ad Valorem Revenues in the manner and to the extent provided herein and in the Resolution and the City shall never use or be required to use its ad valorem taxing power for the payment of the Debt Obligation. The Debt Obligation shall not constitute a direct obligation of the City or a pledge of its faith and credit, nor shall the holder of the Debt Obligation have any lien or encumbrance on any property in the City.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Definitions**.** When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"City" shall mean the City of Bonita Springs, Florida, a municipal corporation established under the laws of the State of Florida.

"Council" shall mean the City Council of the City of Bonita Springs, Florida.

"Debt Obligation" shall mean the promissory note or other form of debt obligation to be issued by the City pursuant to the authority of this Ordinance, to be more particularly described in the Resolution consistent with the Florida Department of Commerce loan program described herein.

"Non-Ad Valorem Revenues" shall mean all revenues of the City derived from any source whatsoever that are allocated to and accounted for in the City's governmental funds, other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein and in the Resolution.

"Ordinance" shall mean this Ordinance enacted by the Council on the date hereof, as it may be amended and supplemented from time to time.

"Resolution" shall mean the resolution of the City, including any loan or line of credit agreement approved thereby, providing for the security for and repayment of the Debt Obligation, the rights and remedies of the holder of the Debt Obligation and various other terms and details relating to the Debt Obligation, as the same may be amended or supplemented from time to time.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

Section 3. Authorizing City Officers and Staff**.** The City Council hereby authorizes the Mayor, City Manager, City Attorney, City Clerk, and Director of Financial and Administrative Services to prepare and execute such instruments necessary for securing the funding obligations provided herein.

Section 4. Issuance of the Debt Obligation**.** The Debt Obligation is hereby authorized to be issued in an original principal amount of not exceeding $2,000,000. The particular designation of the Debt Obligation shall be established by the Resolution. The Debt Obligation shall be issued for the purposes of providing moneys to fund continuing governmental operations. The principal of and interest on the Debt Obligation shall be payable from the Non-Ad Valorem Revenues to the extent and in the manner provided herein and in the Resolution.

The Debt Obligation may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance (including the adoption of the Resolution) or by the Resolution.

The proceeds of the Debt Obligation shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution. The Debt Obligation shall be secured in all respects by the Resolution which shall include such matters as are customarily provided in such debt instruments including, but not limited to, rights and remedies of the holder of the Debt Obligation, application of proceeds of the Debt Obligation and the security and source of repayment of the Debt Obligation.

Section 5. Covenant to Budget and Appropriate**.** In the Resolution, the City shall covenant and agree to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, amounts sufficient to pay debt service on the Debt Obligation when due, as provided in the Resolution. Any such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City shall not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Notwithstanding the foregoing, the provision in the Resolution regarding the City's covenant to budget and appropriate sufficient Non-Ad Valorem Revenues may differ from this Section 5 hereof to the extent determined necessary or desirable by the Council in its adoption or execution of such Resolution provided the substance and intent of this Section 5 is not materially changed.

Section 6. Taxing Power Not Pledged**.** The Debt Obligation issued under the provisions of this Ordinance shall not be deemed to constitute a pledge of the faith and credit of the City, but the Debt Obligation shall be payable from the Non-Ad Valorem Revenues in the manner and to the extent provided herein and in the Resolution. The issuance of the Debt Obligation under the provisions of this Ordinance shall not directly, indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefor. The holder of the Debt Obligation shall never have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any portion of the Debt Obligation or the interest thereon against any property of the City, nor shall the Debt Obligation constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City.

Section 7. Trust Funds**.** All moneys received pursuant to the authority of this Ordinance, whether as proceeds from the sale of the Debt Obligation or any Non-Ad Valorem Revenues budgeted and appropriated as provided herein and in the Resolution, shall be deemed trust funds, to be held and applied solely as provided in this Ordinance and in the Resolution.

Section 8. Remedies of Holder of the Debt Obligation**.** The holder of the Debt Obligation, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the City.

Section 9. Alternative Method**.** This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and property owners of the City, shall be liberally construed to effect the purposes hereof.

Section 10. General Authority**.** The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

Section 11. Severability**.** In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

Section 12. Effective Date**.** This Ordinance shall become effective immediately upon its enactment.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this 6th day of September 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE LOCAL GOVERNMENT AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A PRINCIPAL AMOUNT OF $2,000,000 TO FINANCE CONTINUING GOVERNMENTAL OPERATIONS; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING AN OFFICIAL WITH AUTHORITY TO EXECUTE DOCUMENTS WITH RESPECT TO THE LOAN; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY OF BONITA SPRINGS, FLORIDA AS FOLLOWS:

Section 1: *Authority for this Resolution*. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended and other applicable provisions of law.

Section 2: *Definitions*. The following words and phrases shall have the following meanings when used herein:

"Local Government" means City of Bonita Springs, Florida, a municipality established under the legal authority of the Constitution of the State of Florida.

"Debt" or *"Loan"* means the $2,000,000 in loan funds applied for by the Local Government and awarded by the Department, and subject to the terms and conditions of the Loan Agreement and the Promissory Note.

"Debt Service Fund" means the Local Government's 2023 Florida Bridge Loan held by the Finance Director of the Local Government Clerk's office.

"Department" means the Florida Department of Commerce, with its principal office at 107 East Madison Street, MSC 160, The Caldwell Building, Tallahassee, Florida, 32399.

"Governmental Fund Revenues" means the total revenues of the Local Government derived from any source whatsoever and that are allocated and accounted for in the "governmental funds" as shown in the annual audited financial statements of the Local Government for the applicable fiscal year, excluding any ad valorem revenues, grants, and restricted gifts.

"*Governmental Operations*" means costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.

"Loan Agreement" means the loan agreement entered into by and between the Local Government and the Department, a form of which is attached hereto as Exhibit A.

"Loan Documents" means collectively the Loan Agreement and the Promissory Note.

"Non-Ad Valorem Revenues" means all Governmental Fund Revenues, other than (1) revenues generated from ad valorem taxation on real or personal property, (2) grants, and (3) restricted gifts, which are legally available to make the payments required herein.

"Pledgeable Non-Ad Valorem Revenues" means all legally available Non-Ad Valorem Revenues of the Local Government, including any funds received from any federal programs for disaster-related expenses, which are legally available to make the payments required by the Resolution.

"Pledged Revenues" means the Pledgeable Non-Ad Valorem Revenues and the proceeds of any indebtedness incurred for the purpose of financing the Governmental Operations.

"Promissory Note" means the promissory note evidencing the indebtedness of the Local Government to the Department for the Loan amount, a form of which is attached hereto as **Exhibit B**.

"Resolution" means this Resolution, including any supplemental resolution(s) hereto.

"State" means the State of Florida.

Section 3: *Findings.* It is hereby ascertained, determined, and declared that:

(A) It is necessary and desirable for the benefit of its inhabitants and the continued preservation of the economic welfare, and the health, welfare, and safety of the Local Government and its inhabitants, to obtain a loan from the Department through the Local Government Emergency Bridge Loan Program, section 288.066, Florida Statutes,

in the amount of $2,000,000, to provide funds that the Local Government may use for Governmental Operations.

(B) It is necessary and desirable to provide for the execution and delivery of the Loan Documents to implement and deliver the Loan.

Section 4: *Loan Documents and Payment*.

(A) The Local Government shall accept, subject to the terms and conditions of the Loan Documents, the Loan amount, for the purposes described above. The Loan amount shall bear interest not to exceed the maximum legal rate per annum, and shall be payable, mature, and be subject to redemption and such other characteristics as provided in the Loan Documents.

(B) Amounts due under the Loan Documents shall be payable from Pledgeable Non-Ad Valorem Revenues of the Local Government derived from the Local Government's covenant to budget and appropriate from Pledgeable Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

(C) The Local Government shall ensure that sufficient Pledgeable Non-Ad Valorem Revenues will be available to pay the principal and interest due and payable on the Promissory Note as of the date such payment is due.

(D) The Local Government will maintain all unexpended Loan funds received from the Department in bank accounts separate from its other operating or other special purposes accounts. The Local Government will not commingle the Loan funds with any other funds, projects, or programs. Any interest earned on unexpended Loan funds remain State funds, pursuant to section 288.006, Florida Statutes.

(E) The Chairman, Vice Chairman, Local Government Clerk, Local Government Manager and Chief Financial Officer are hereby authorized to take such further actions and execute and deliver such further documents, certificates and agreements as are necessary to facilitate the purposes of this Resolution.

Section 5: *Covenant to Budget and Appropriate; Establish Debt Service Fund.*

(A) There is hereby created and established the Debt Service Fund, which fund shall be a trust fund held by the Finance Director, Local Government Clerk's office, for the benefit of the Department and solely for the payment of the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein. The money in the Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida, and as evidenced and more completely described in the Loan Documents. The Local Government may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Department, the Debt Service Fund established hereby. Such

depository or depositaries shall perform at the direction of the Local Government the duties of the Local Government in depositing, transferring and disbursing moneys to and from the Debt Service Fund as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Local Government and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000). Notwithstanding anything herein to the contrary, the Local Government may invest amounts on deposit in the Debt Service Fund in accordance with the Investment of Local Government Surplus Funds Act, Florida Statutes 218.415, and the Local Government's investment policy.

(B) The Local Government covenants and agrees to appropriate in its annual budget, by amendment if necessary, from Pledgeable Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, Pledgeable Non-Ad Valorem Revenues sufficient to pay principal of and interest on the Promissory Note as the same shall become due. Such covenant and agreement on the part of the Local Government to budget, appropriate, and deposit such amounts of Pledgeable Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Pledgeable Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. The Local Government hereby expressly pledges the Pledged Revenues for the repayment of the Debt until the Loan has been repaid in full. The Local Government further acknowledges that the obligations of the Local Government to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Pledgeable Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Loan Documents.

(C) The Local Government is not prohibited from pledging future Non-Ad Valorem Revenues, nor is the Local Government required to levy and collect any particular Non-Ad Valorem Revenues, nor does the Local Government give the Department a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general secured creditors of the Local Government. All obligations of the Local Government hereunder shall be payable from the Pledgeable Non-Ad Valorem Revenues budgeted, appropriated, and deposited as provided herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Local Government. Neither the Department nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Local Government, or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder, or to maintain or continue any of the activities of the Local Government which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Local Government to budget, appropriate, deposit, and make payments hereunder from its Pledgeable Non-Ad Valorem Revenues is subject to the availability of Pledgeable Non-Ad Valorem

Revenues after the satisfaction of the funding requirements for obligations incurred prior to the effective date of the Loan Documents, and the funding requirements for essential governmental services of the Local Government or for essential public purposes affecting the health, welfare, and safety of the Local Government's inhabitants. The Debt shall be payable as provided herein and is subject in all respects to the provisions of Chapter 166, Florida Statutes.

Section 6: *Anti-Dilution Test*. During such time as the Loan is outstanding hereunder, the Local Government shall not incur any other new debt unless it demonstrates that Non-Ad Valorem Revenues shall cover maximum annual debt service on the Loan, any other existing debt, and such proposed new debt by at least 1.50x. The calculation required in the preceding sentence shall be determined using (a) the average of actual Non-Ad Valorem Revenues for the prior two Fiscal Years based on the Local Government's two most recent annual audited financial statements divided by (b) Maximum Annual Debt Service on Debt. For the purposes of the covenant contained in this Section 6, Maximum Annual Debt Service on Debt means, with respect to debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to debt which bears interest at a variable interest rate, annual debt service on such debt shall be determined assuming that interest accrues on such debt at the greater of (i) 5% per annum, or (ii) current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation.

Section 7: *Budget, Financial, and Other Information*.

(A) The Local Government shall provide the Department with a copy of its annual budget, prepared in accordance with Florida law, within thirty (30) days of its adoption date by the Local Government's City Council, and such other financial information regarding the Local Government as the Department may reasonably request.

(B) Not later than thirty (30) days following the Local Government Auditor's presentation of the Local Government's annual audited financial statements to the Local Government's City Council, the Local Government shall provide the Department with its Audited Annual Financial Report including annual financial statements for each fiscal year of the Local Government, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, including calculations detailing the financial covenant in Section 6.

Section 8: *Impairment of Contract*. The Local Government will not, without the written consent of the Department, amend this Resolution, or enact any ordinance or adopt any resolution which could reasonably be considered to repeal, impair, or amend in any manner the rights granted to the Department hereunder and under the Loan Documents.

Section 9: *Limitation of Rights*. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Loan Documents is intended or shall be construed to give to any person other than the

Local Government and the Department any legal or equitable right, remedy, or claim under or with respect to this Resolution, the Loan funds, the Loan Documents, or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the Local Government and the Department.

Section 10: *Severability; Repealer.* If any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portion of this Resolution, which shall otherwise remain in full force and effect. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 11: *Delegation of Authority*. The members of the Council of the City and the officers, attorneys and other agents or employees of the City has the authority to execute any and all necessary documents relative to the Loan, including but not limited to the Promissory Note and the Loan Agreement.

Section 12: *Effective Date*. This Resolution shall take effect immediately upon its final passage and adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this 6th day of September 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

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

PROMISSORY NOTE

U.S. $2,000,000

Tallahassee, Florida
[DATE]

Maturity Date:
[DATE]

FOR VALUE RECEIVED, the City of Bonita Springs ("Borrower"), promises to pay to the order of the State of Florida, Department of Commerce, ("Lender"), the sum of $2,000,000, together with interest from the date hereof until maturity at the rate stated below.

1. **NOTE:** This is an interest-bearing Note and the principal sum shown above together with interest thereon from the date hereof calculated in accordance with the interest as calculated in Paragraph 2 shall be payable in accordance with the payment provision pursuant to Paragraph 3. All payments made hereunder shall be credited first to interest and lawful charges and the remainder to principal.

2. **INTEREST CALCULATION:** No interest will accrue for the term of the loan. At the Maturity Date, simple interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest at 10% per annum.

3. **PAYMENT:** The Borrower hereby agrees to repay principal of $2,000,000] on or before [DATE] (the "Maturity Date"). This Note may be repaid at any time without penalty.

4. **ENABLING RESOLUTION**: The Borrower has adopted City of Bonita Springs, Florida RESOLUTION 2023-XX], a copy of which is attached hereto as "Exhibit B" and incorporated by reference herein (the "Resolution"). The Resolution authorizes Borrower to perform its obligations under this Note and the Loan Agreement of even date herewith (the "Loan Agreement") including, without limitation, the obligation to pay the amounts due under the Note and all other liabilities of the undersigned to Lender. A default under the terms and conditions of the Loan Agreement shall also be deemed a default under the terms and conditions of this Note.

5. **DEFAULT:** In the event of any default in the payment of any amount due hereunder or in the Loan Agreement, or the insolvency of the Borrower, or the filing by or against any of them of any bankruptcy, insolvency, or other proceedings for the relief of debtors under any state or federal law, or the making by any of them of any assignment for benefit of creditors, or the failure to pay or supersede within 30 days any judgment entered against any of them or the issuance of any writ of attachment or garnishment against any of the property of any of them, or the failure of any of the undersigned to observe or perform any agreement of any nature whatsoever with the lender, or if Lender deems itself insecure, this Note and all Obligations shall forthwith become immediately due and payable without demand or notice, at the option of Lender. After maturity, this Note shall bear interest at the rate stated above.

6. **ATTORNEYS' FEES**: If any amount payable hereunder is not paid when due or declared due, this Note may be placed in the hands of an attorney at law for collection, and in that event, the Borrower agrees to pay all costs of collection, including any reasonable attorneys' fees and costs. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in all matters of collection and enforcement, construction and interpretation, before, during, and after trial proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings, creditors' reorganization proceedings, or probate proceedings.

7. **RATE CHARGED:** In no event shall the interest charged hereunder be in excess of the legal maximum rate of interest (if any) allowed by applicable law as the law now exists or as the law may be changed in the future to allow higher rates of interest, and in the event that interest is charged at a rate in excess of the maximum rate allowed, any excess sums collected by the Lender shall be applied as reduction to principal, it being the intent of the undersigned hereof and the Lender that the undersigned pay no more and the Lender collect no more than the sums allowed using a lawful rate of interest.

8. **AUTHORITY**: The Borrower has the authority to execute this Note and has all authority to bind itself to the obligations set forth herein and in the Loan Agreement.

9. **AMENDMENT**: This Agreement may only be modified or amended by written instrument executed by both the Borrower and the Lender.

10. **GENERAL:** Each Party to this Note, whether maker, endorser or guarantor, hereby waives presentment for payment, demand, protest and notice of protest and assents to each and every extension or postponement of the time of payment or other indulgence, or to any substitution, addition, exchange or release of the security held by Lender. The undersigned hereby acknowledge that they have received a completed copy of this Note and agree to all the terms contained herein. Capitalized terms used but not defined herein shall carry the meaning ascribed in the Loan Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective as of the date executed by the Lender ("Effective Date").

City of Bonita Springs, Florida

By: _____

Name: _____

Title: _____

Date: _____

Florida Department of Commerce

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, SUBJECT ONLY TO FULL AND PROPER EXECUTION OF THE PARTIES.

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By _____

Approved Date: _____

FLORIDA DEPARTMENT OF COMMERCE
LOCAL GOVERNMENT EMERGENCY BRIDGE LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement"), made by and between City of Bonita Springs (the "Local Government" or "Borrower"), and THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE (the "Lender"). The Borrower and the Lender may be referred to individually each as a "Party" and collectively as the "Parties."

WHEREAS, the Borrower has applied to Lender for an extension of credit pursuant to section 288.066 of the Florida Statutes; and

WHEREAS, Lender has agreed to provide an extension of credit as set forth in section 288.066 of the Florida Statutes and in accordance with the terms hereof; and

WHEREAS, the Borrower has the authority to enter into this Agreement, as set forth in the City of Bonita Springs Resolution, attached hereto and incorporated herein by reference; and

WHEREAS, this agreement is not a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida, and payment of funds hereunder is conditioned on and subject to appropriations by the Florida Legislature; and

WHEREAS, the Borrower has the authority to enter into this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "Agreement" means this instrument, as it may from time to time be amended.

1.2 "Debt"' or "Loan" means the $2,000,000 in loan funds applied for by the Borrower and awarded by the Department, and subject to the terms and conditions of the Loan Agreement and the Promissory Note.

1.3 "Debt Service Fund" means the Local Government's 2023 Florida Bridge Loan held by the Finance Director of the Local Government Clerk's office.

1.4 "Default" means any of the events specified in Section 5 of this Agreement, whether any such requirement in connection with such event for the giving of notice or the lapse of time or the happening of any further condition, event, or act has been satisfied.

1.5 "Event of Default" means any of the events specified in Section 5 of this Agreement, provided there has been satisfied any requirements in connection with such event for the giving of notice or the lapse of time or the happening of any further condition, event, or act.

1.6 "Financial Statements" means a balance sheet and statement of income and surplus as of the end of and for the applicable period for the Borrower.

1.7 "Governmental Fund Revenues" means the total revenues of the Local Government derived from any source whatsoever and that are allocated and accounted for in the "governmental funds" as shown in the annual audited financial statements of the Local Government for the applicable fiscal year, excluding any ad valorem revenues, grants, and restricted gifts.

1.8 "Governmental Operations" means costs associated with continuing, expanding, or modifying local governmental operations to meet disaster-related needs, and includes costs such as, but not necessarily limited to, staff salaries and payroll. This term does not include capital and equipment costs associated with the construction, repair, or renovation of damaged public facilities or infrastructure.

1.9 "Indebtedness" means all amounts due from Borrower to Lender under the Loan Documents, including, without limitation, principal, interest, cost of collection, attorneys' fees, and other expenses of the Lender which Borrower is

obligated to pay and amounts advanced by Lender in discharge of obligations of the Borrower hereunder or other persons under the Loan Documents, whether such debts are now due or hereafter incurred, direct or indirect, and whether such debts are from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred.

1.10 "Loan Documents" means this Agreement, the Promissory Note, and Opinion of Borrower's Counsel.

1.11 "Non-Ad Valorem Revenues" means all Governmental Fund Revenues, other than (1) revenues generated from ad valorem taxation on real or personal property, (2) grants, and (3) restricted gifts, which are legally available to make the payments required herein.

1.12 "Pledgeable Non-Ad Valorem Revenues" means all legally available Non-Ad Valorem Revenues of the Local Government, including any funds received from any federal programs for disaster-related expenses, which are legally available to make the payments required by the Resolution.

1.13 "Pledged Revenues" means the Pledgeable Non-Ad Valorem Revenues and the proceeds of any indebtedness incurred for the purpose of financing the Governmental Operations.

1.14 "Promissory Note" means that promissory note executed by the Borrower as maker to the Lender as payee in the original principal amount of $2,000,000, or any subsequent renewals of the original promissory note.

1.15 "Obligation" means each and every obligation to pay money, whether direct, indirect, or contingent, however arising, including, without limitation, general accounts payable, payments under leases, installment purchase contracts, and debts for money borrowed.

1.16 "Opinion of Borrower's Counsel" shall be an opinion letter written by the Borrower's Counsel to the Lender, in a form acceptable to the Lender, which shall include, but is not limited to, a statement that all Loan Documents have been legally and properly executed and obligate the Borrower and are enforceable according to their terms.

2. BORROWING AND PAYMENTS

2.1 Note: The funds loaned hereunder will be evidenced by the Promissory Note indicating the aggregate principal amount; provided, however, that the amount actually due from Borrower to Lender from time to time will be evidenced by the Lender's records.

2.2 Conditions Precedent to Lender's Obligations: Prior to the Lender having any obligations hereunder, Lender in its sole discretion may require the following in form and content reasonably acceptable to Lender and its counsel (1) the Promissory Note; (2) the Opinion of Borrower's Counsel; (3) Such other documents as Lender may reasonably request.

2.3 Interest: From the date hereof until the Maturity Date interest shall accrue on the unpaid principal balance at a rate of 10% per annum. The interest shall be repaid as described in paragraph 2.4 below.

2.4 Repayment of Principal and Interest: The principal and interest shall be repaid as follows:

2.4.1 The Borrower shall repay principal of $2,000,000 (the "Outstanding Principal") on or before [DATE] (the "Maturity Date"). The Outstanding Principal may be repaid at any time without penalty.

2.4.2 No interest will accrue for the term of the loan. At the Maturity Date, simple interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year on the then outstanding principal balance. From the Maturity Date until the principal is paid the interest rate shall be based on a fixed rate of interest at 10% per annum.

2.4.3 The Borrower may request a six-month extension to the Maturity Date at any time before the Maturity Date. If approved by the Lender the new date after the extension shall become the Maturity Date.

2.5 Application of Payments: All payments received on the Indebtedness shall be applied first to interest to the extent then accrued and then to principal.

3. AFFIRMATIVE COVENANTS

3.1 Amounts due under the Loan Documents shall be payable from Non-Ad Valorem Revenues of the Borrower derived from the Borrower's covenant to budget and appropriate from legally available Non-Ad Valorem Revenues each year such monies sufficient to pay principal and interest on the Promissory Note.

3.2 The Borrower shall ensure that sufficient Non-Ad Valorem revenues will be available to pay the p1incipal and interest due and payable on the Promissory Note as of the date such payment is due.

3.3 The Borrower will maintain all unexpended Loan funds received from the Department in bank accounts separate from its other operating or other special purposes accounts. The Borrower will not commingle the Loan funds with any other funds, projects, or programs. Any interest earned on expended Loan funds remain State funds, pursuant to section 288.006, Florida Statutes.

3.4 There is hereby created and established the Debt Service Fund held by the Finance Director, of the Local Government Clerk's office, held for the benefit of the Department and solely for the payment of the Debt. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Fund. The money in such Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida, and as evidenced and more completely described in the Loan Documents. The Local Government may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Department, the Debt Service Fund established hereby. Su.ch depository or depositaries shall perform at the direction of the Local Government the duties of the Local Government in depositing, transferring and disbursing moneys to and from each such Fund as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Local Government and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000). Notwithstanding anything herein to the contrary, the Local Government may invest amounts on deposit in the Debt Service Fund in accordance with the Act, Florida Statutes 218.415, and the Local Government's investment policy.

3.5 The Local Government covenants and agrees to appropriate in its annual budget, by amendment if necessary, from Pledgeable Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, Pledgeable Non-Ad Valorem Revenues sufficient to pay principal of and interest on the Promissory Note as the same shall become due. Such covenant and agreement on the part of the Borrower to budget, appropriate, and deposit such amounts of Pledgeable Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Pledgeable Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. The Borrower hereby expressly pledges the Pledged Revenues for the repayment of the Debt until the Loan has been repaid in full. The Borrower further acknowledges that the obligations of the Borrower to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Pledgeable Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Loan Documents.

3.6 The Borrower is not prohibited from pledging future Non-Ad Valorem Revenues, nor is the Borrower required to levy and collect any particular Non-Ad Valorem Revenues, nor does the Borrower give the Department a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general secured creditors of the Borrower. All obligations of the Borrower hereunder shall be payable from the Pledgeable Non-Ad Valorem Revenues budgeted. appropriated, and deposited as provided herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the Borrower. Neither the Department nor any other person may compel the levy of ad valorem tax.es on real or personal property within the boundaries of the Borrower, or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder,

or to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Borrower to budget, appropriate, deposit and make payments hereunder from its Pledgeable Non-Ad Valorem Revenues is subject to the availability of Pledgeable Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations incurred prior to the effective date of the Loan Documents, and the funding requirement for essential governmental services of the Borrower or for essential public purposes affecting the health, welfare, and safety of the Borrower's inhabitants. The Debt shall be payable as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes.

3.7 Right of Inspection: Whenever Lender, in its sole discretion, deems it necessary, the Borrower will permit Lender or any agent designated by Lender to visit and inspect any of Borrower's properties and its organizational documents, bylaws, minute books and records, all at such reasonable times and as often as Lender may reasonably request.

3.8 Insurance: The Borrower will maintain adequate insurance (both casualty {if improved} and liability) with responsible insurers with coverage normally obtained by organizations similar to the Borrower and shall annually provide documentation of the insurance coverage and its payment to Lender so long as this Agreement is in force.

3.9 Taxes and Other Charges: The Borrower will pay and discharge or cause to be paid and discharged all taxes, charges, or claims of any type at any time assessed against the Borrower which could become a lien against the Borrower or any of its properties. The Borrower shall also pay all inspection costs. Nothing in this subsection shall require the payment of any sum so long as the Borrower shall, by appropriate proceedings, contest the same in good faith and so long as Borrower, if so requested by Lender, creates a funded reserve equal to the amount so claimed or assessed.

3.10 Further Assurances: If at any time Lender or its counsel is of the reasonable opinion that any additional documents or materials are required or appropriate to carry out the intentions of the parties hereto to perfect the liens, debts, or obligations, or complete the construction and improvements contemplated by this Agreement, then Borrower shall, within 10 days after written notice of such opinion from Lender, do or cause to be done all things and matters necessary (including, without limitation, obtaining any consents) to assure to the reasonable satisfaction of counsel for Lender that such intentions are properly carried out.

3.11 Compliance with Certain Requirements: The Borrower agrees that in its operations the Borrower will comply with all applicable rules and regulations of any federal, state or local governmental authorities which may be applicable to Borrower and/or any of its businesses.

3.12 Executive Officers: The Borrower agrees that at all times that it shall follow its rules, bylaws and requirements concerning the service of its officers and Commission members and that it shall notify the Lender (and provide a certified copy of the appropriate resolution) within five days of any change in its officers and within five days of notification of election or appointment of Commission members. The undersigned is the current Chairman of the City Council of Borrower and has the right, power, and authority to execute and deliver documents, including but not limited to the Loan Documents, on behalf of the Borrower and thereby bind the Borrower to the terms thereof. This Agreement shall be executed by the Borrower's Board members and shall have the effect of a resolution as to all material stated herein. The above notwithstanding, no member of the Borrower's Board of Commissioners is individually liable as to the Loan Documents.

3.13 Maintenance of Existence, Rights: The Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the State of Florida or any other jurisdiction where, in the opinion of counsel of Borrower, Borrower shall be qualified to operate and will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to operate in a manner not less favorable to Borrower than those now in existence.

3.14 Use of Proceeds: Borrower agrees that the proceeds of any funds received from Lender shall be used for Governmental Operations.

3.15 Subordination of Debt: Any and all indebtedness of Borrower of more than 12 months duration, incurred while this Agreement is in effect, shall be subordinate and inferior to the indebtedness of Borrower to Lender hereunder unless specifically approved by Lender and said subordinated debt shall not be repaid without the written consent of Lender.

3.16 Reports: Borrower shall submit its annual audit or reviewed financial statements for each fiscal year in which this Agreement and any extensions are in effect. If neither audits nor reviewed financial statements are available, Borrower shall submit annual financial statements which have been prepared according to generally accepted accounting principles. Such statements shall be accompanied by a certification from the preparer that they have been prepared according to generally accepted accounting principles and by a certification by the Chairman of Borrower's City Council that neither audited nor reviewed financial statements are available.

3.17 Single Audit Act Reports: In addition to the requirements set out in paragraph 6.12 of this Agreement, Borrower shall also comply with the applicable audit provisions contained in "Exhibit B," attached hereto and incorporated within.

4. NEGATIVE COVENANTS

4.1 Liens, Etc.: The Borrower will not create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, or other encumbrance of any nature whatsoever on any of the assets of Borrower, which are pledged to Lender, whether now owned or hereafter acquired, nor enter into or suffer to exist any conditional sale contracts except such as exist on the date hereof and as are reflected on the most recent financial statement of Borrower delivered to Lender. Capital leases are excluded from this paragraph.

4.2 Merger, Consolidation, Sale of Substantial Assets: The Borrower will not merge into, consolidate with, or sell all or a substantial part of its assets to any other person. Provided, however, that this negative covenant shall not prohibit a merger of Borrower with another entity so long as Borrower is a surviving entity.

5. EVENT OF DEFAULT

5.1 Each of the following constitute an Event of Default:

5.1.1 If the Borrower defaults in the payment of any principal or interest under the Promissory Note within 30 calendar days from when the same shall become due either by the terms thereof or otherwise; or

5.1.2 If the Borrower fails to comply with the non-monetary terms and conditions of any of the Loan Documents after 30 calendar days' notice from the Lender; or

5.1.3 If any material representation or warranty made by the Borrower herein or in any writing furnished in connection with or pursuant to the Loan Documents shall be false or breached in any material respect and shall remain so after 30 days' notice; or

5.1.4 If the Borrower makes an assignment for the benefit of creditors or petitions for appointment of a trustee or receiver of the Borrower, or of any substantial part of the assets of the Borrower, or commences any proceedings relating to the Borrower, under any bankruptcy, reorganization, arrangement, insolvency readjustment or debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect; or

5.1.5 If any such petition or application is filed, or any such proceedings are commenced against the Borrower or any guarantor, and the Borrower or any guarantor by any act indicates its or his/her approval hereof, consent thereto, or acquiescence therein, or if an order is entered appointing a trustee or receiver of any portion of the assets of Borrower or any guarantor or adjudicate the Borrower or any guarantor bankrupt or insolvent or approving the petition in any such proceedings and any such order remains in effect for more than 30 days; or

5.1.6 If any order is entered in any proceedings against the Borrower decreeing the dissolution or split-up of the Borrower or any material judgment or attachment is entered against the Borrower, or any of its assets then there shall exist an Event of Default. When there shall exist an Event of Default, thereupon, Lender may, at its option, refuse to make any future advances to Borrower under the notes referenced in paragraph 1.5 above, and declare all of the Indebtedness of the Borrower with the Lender to be immediately mature, due and payable together with interest accrued thereon, and exercise any and all other remedies lawfully available to it; or

5.1.7 If the Borrower employs unauthorized aliens or commits a violation of Section 274(e) of the U.S. Immigration and Nationality Act; or

5.1.8 If the Borrower fails to enroll in and utilize the E-Verify system to verify the citizenship status of Borrower's new employees within 60 days of execution.

5.2 While there shall exist an Event of Default, Lender may, at its option, refuse to make any advances to Borrower under the Promissory Note and declare all the indebtedness to be immediately due and payable, together with interest accrued thereon, and exercise any and all other remedies lawfully available to it, including any remedies available under the Promissory Note.

6. MISCELLANEOUS

6.1 Expenses: The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to pay and save Lender harmless against liability for the payment of all out-of-pocket expenses arising in connection with this transaction, including any state documentary stamp taxes or other taxes (including interest and penalties, if any) which may be determined to be payable in respect to the execution and delivery of any Loan Documents executed in connection with this Agreement. If an Event of Default shall occur, Borrower shall also pay all Lender's costs of collection, including Lender employee travel expenses, court costs, and attorney's fees whether incurred with collection efforts, trial, appeal, or bankruptcy proceedings. If an Event of Default shall occur, Borrower may not use proceeds of this loan to pay Lender's costs of collection enumerated above.

6.2 Limitation of Lender's Duties: While the Lender has the option to make certain inspections of the property of Borrower and to make certain determinations as to the purpose for which advances are requested hereunder, the Lender is under no obligation to do so. Moreover, Lender shall have no responsibility whatsoever for any aspect of any matter in which Borrower runs his business nor the reasons of any investment by Borrower.

6.3 Survival of Representation and Warranties: All representations and warranties contained herein or made in writing in connection herewith shall survive the execution and delivery of Loan Documents.

6.4 Successors and Assigns: All covenants and agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and insure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

6.5 Notices: All written communications provided for hereunder shall be sent by first class mail as follows or to such other address with respect to any party as such party shall notify the others in writing:

TO LENDER: Florida Department of Commerce
ATT: Mason Alford
107 East Madison Street, MSC 80
The Caldwell Building
Tallahassee, Florida 32399

TO BORROWER: City of Bonita Springs
ATT: Lisa Griggs Roberson
9101 Bonita Beach Road
Bonita Springs, Florida 34135

6.6 Applicable Law: This Agreement is being delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.

6.7 Headings: The descriptive section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

6.8 Counterparts: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

6.9 Remedies Cumulative: All rights and remedies of Lender hereunder are cumulative and in addition to any rights and remedies which Lender may have under any applicable laws, and the exercise of any of one right or remedy by Lender against one party hereto will not deprive Lender of any right or remedy against that party or any other parties hereto.

6.10 Severability: If any portion of any Loan Document is found to be illegal, invalid, or unenforceable, such term shall be severed and the remainder of the Loan Document in question shall continue in full effect.

6.11 Waivers: No delay or omission by the Lender in exercising any right hereunder or under any Loan Document or with respect to the Indebtedness shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the Lender from any other or further exercise of any other right or remedy. The Lender may cure any Event of Default in any reasonable manner without waiving that or any other prior or subsequent Event of Default by the Borrower.

6.12 Maintenance of Records: Borrower shall retain and maintain all records in connection with the Indebtedness and make such records available for financial audit as may be requested. Records shall include books, documents, and other evidence, including, but not limited to, vouchers, bills, and invoices, requests for payment and other supporting documentation, and independent auditors' working papers which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all transactions related to this Indebtedness. Such records shall be retained by Borrower for a minimum period of five years after the repayment in full of the Indebtedness. The records shall be subject at all times to inspection, review, or audit by personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by Lender and copies of the records shall be delivered to Lender upon request.

6.13 Small and Minority Business: Borrower is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity.

6.14 Lobbying: Funds from this loan may not be used for lobbying the Florida Legislature, the Florida judicial branch, the Governor or the Executive Office of the Governor, or a State of Florida agency pursuant to Section 216.347, Florida Statutes.

6.15 Public Entity Crime: Borrower affirms that at no time has Borrower been convicted of a public entity crime pursuant to Section 287.133(2)(a), Florida Statutes, and agrees that it shall not violate any such law and further acknowledges and agrees that any such conviction during the term of this Agreement may result in the termination of this Agreement. Borrower shall place this provision in any executed agreements resulting from this Agreement.

6.16 Non-Discrimination:

6.16.1 Borrower will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex.

6.16.2 Borrower affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has Borrower been placed on the Discriminatory Vendor List or conducted business with an entity listed. Borrower further agrees that it shall not violate such law and doing so during the term of the Agreement may result in the termination of this Agreement.

6.16.3 Borrower shall include similar provisions in any executed agreements resulting from this Indebtedness.

6.17 Subcontracts: Any and all contracts that Borrower executes with a person or organization under which such person or organization agrees to perform services on behalf of Borrower or Lender shall include provisions requiring that such person or organizations report on performance, account for proper use of funds provided under the contract including the provision of audit rights pursuant to paragraph 3.11 of this Agreement, avoid duplication of existing state and local services and activities, and agree to abide by all local, state, and federal laws.

6.18 Pledging Credit: Borrower shall not pledge the State of Florida's or Lender's credit or make the State of Florida or Lender a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness. Any attempt shall be *void ab initio*.

6.19 Term of Agreement: This Agreement shall continue in effect so long as any part of the Indebtedness remains unpaid.

6.20 Jurisdiction; Venue: The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. Each Party shall perform its obligations hereunder in accordance

with the terms and conditions of this Agreement. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

IN WITNESS WHEREOF, the Parties have caused this Agreement to become effective as of the date executed by the Lender ("Effective Date").

[LOCAL GOVERNMENT NAME]

By: _____

Name: _____

Title: _____

Date: _____

Florida Department of Commerce

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, SUBJECT ONLY TO FULL AND PROPER EXECUTION OF THE PARTIES.

OFFICE OF THE GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By _____

Approved Date: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-191
September 6, 2023

REQUESTED MOTION: Approve Settlement Implementation Agreement and thirteen (13) resolutions of necessity for the acquisition and condemnation of parcels required for the Bonita Grande drive extnesion to the City's planned park facilities adjacent to the Larry Kiker Preserve.

REQUESTOR: Derek Rooney, City Attorney, and Matt Feeney, Assistant City Manager

AGENDA: City Attorney

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: On December 4, 2019, the City entered into a settlement agreement with BG Mine, LLC which provided for the transfer of over 30 acres of future park land and access to the northern lake of the existing BG Mine immediately adjacent to the Kiker Preserve. Included in that agreement is the provision for BG Mine to provide sufficient roadway access to the park either upon lands owned by BG Mine or secured from adjacent owners. The City engaged Hole Montes to conduct a route study to determine the most appropriate route for the drive to the park facilities. The route was approved on March 1, 2023, by the City Council following the presentation and recommendation of Hole Montes.

The current request is for the Council to approve the proposed resolutions directing the City Attorney or his designee to make binding offers and authorize by negotiation, contract, eminent domain, or other lawful means the acquisition of the necessary right-of-way for the purposes described above.

To facilitate the design and acquisition of rights associated with this access, the parties previously entered into a Public Road Access Facilitation Agreement which requires BG Mine to maintain deposits with the City necessary for the City to recover its costs in conjunction with the planning of the proposed access. To clarify additional obligations of the City and BG Mine relating to funding, design approval, construction of their portion of the right-of-way, shared stormwater, indemnification, and park turnover.

STAFF RECOMMENDATION: Approve resolutions and supplemental settlement agreement.

ATTACHMENTS:

1. Resolutions
2. Settlement Implementation Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Department Director:	Matt Feeney

PARCEL 101

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 101") is necessary for the Bonita Grande Drive Extension Project and are being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 101 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 101 fee owner and any Parcel 101 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 101, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 101, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 101, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Three Hundred Fifty Thousand One Hundred and 00/100 Dollars ($350,100.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 101 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

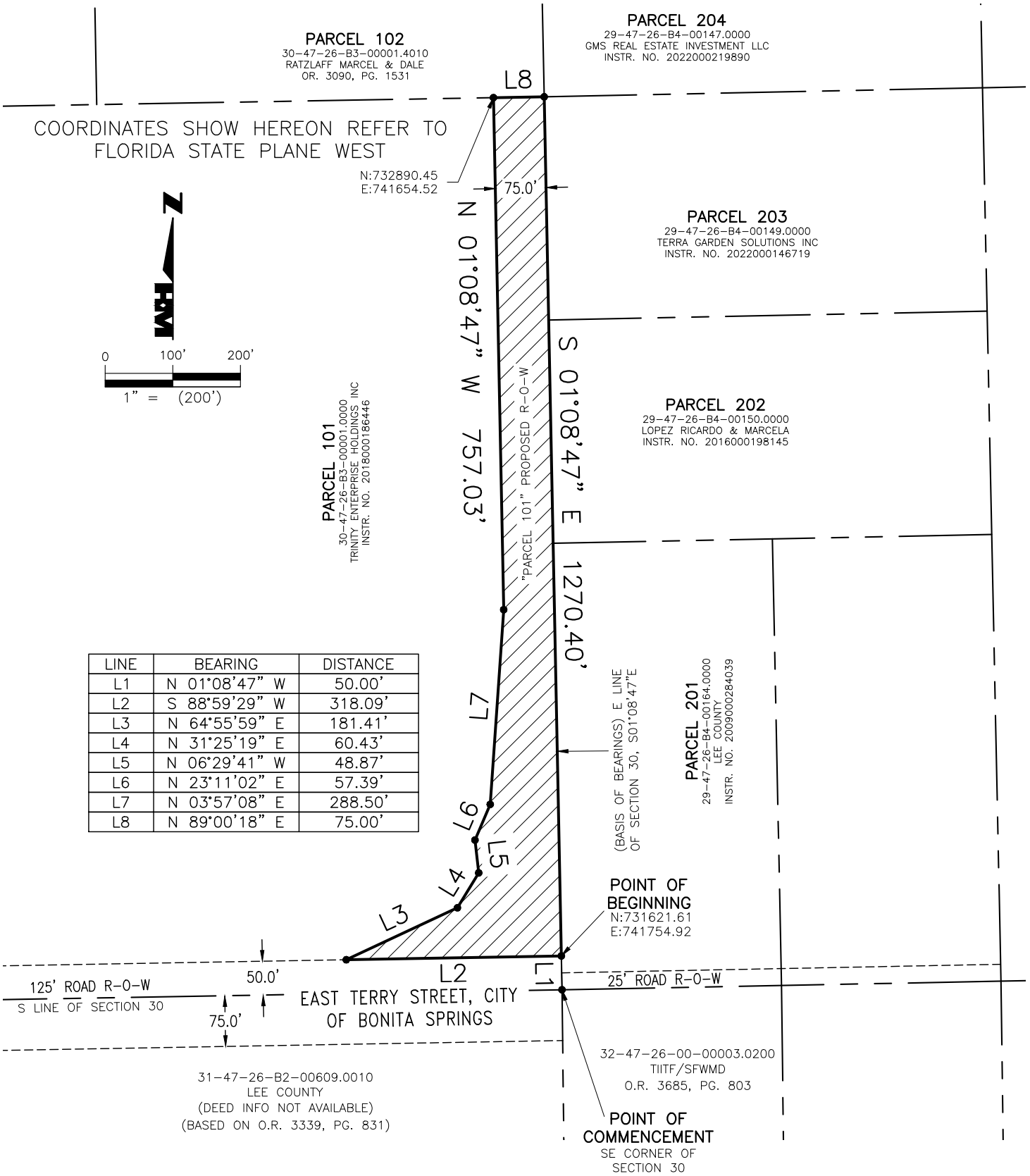
Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

Date Filed With City Clerk: _____

Schedule I

Parcel 101

Fee Simple



LINE	BEARING	DISTANCE
L1	N 01°08'47" W	50.00'
L2	S 88°59'29" W	318.09'
L3	N 64°55'59" E	181.41'
L4	N 31°25'19" E	60.43'
L5	N 06°29'41" W	48.87'
L6	N 23°11'02" E	57.39'
L7	N 03°57'08" E	288.50'
L8	N 89°00'18" E	75.00'

NOT A SURVEY

DRAWN BY: JNH	DATE: 8/22/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1998	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
SHEET # 1	OF SHEET 2		
SEC-TWN-RGE: 30-47-26			

SKETCH AND LEGAL PARCEL 101
BONITA GRANDE DRIVE EXTENSION

DRAWING NO.	H-2270-2
PROJECT NO.	2016.068
FILE NAME	2016068 S&L R7 (101).dwg

LEGAL DESCRIPTION

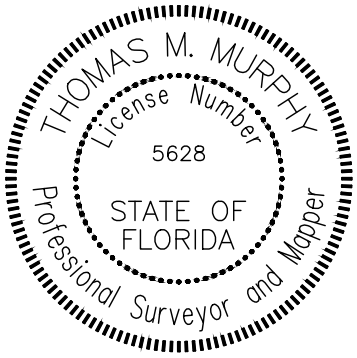
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30 N01°08'47"W FOR A DISTANCE OF 50.00 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S88°59'29"W FOR A DISTANCE OF 318.09 FEET; THENCE RUN N64°55'59"E FOR A DISTANCE OF 181.41 FEET; THENCE RUN N31°25'19"E FOR A DISTANCE OF 60.43 FEET; THENCE RUN N06°29'41"W FOR A DISTANCE OF 48.87 FEET; THENCE RUN N23°11'02"E FOR A DISTANCE OF 57.39 FEET; THENCE RUN N03°57'08"E FOR A DISTANCE OF 288.50 FEET; THENCE RUN N01°08'47"W FOR A DISTANCE OF 757.03 FEET; THENCE RUN N89°00'18"E FOR A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE RUN S01°08'47"E ALONG SAID EAST LINE FOR A DISTANCE OF 1270.40 FEET, TO THE POINT OF BEGINNING.

CONTAINING 118170.47 SQUARE FEET OR 2.71 ACRES, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 8/22/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270-2
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 101 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 30-47-26				FILE NAME 2016068 S&L R7 (101).dwg

PARCEL 102

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 102") is necessary for the Bonita Grande Drive Extension Project and are being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 102 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 102 fee owner and any Parcel 102 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 102, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 102, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 102, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Ninety-Six Thousand Four Hundred and 00/100 Dollars ($96,400.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 102 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

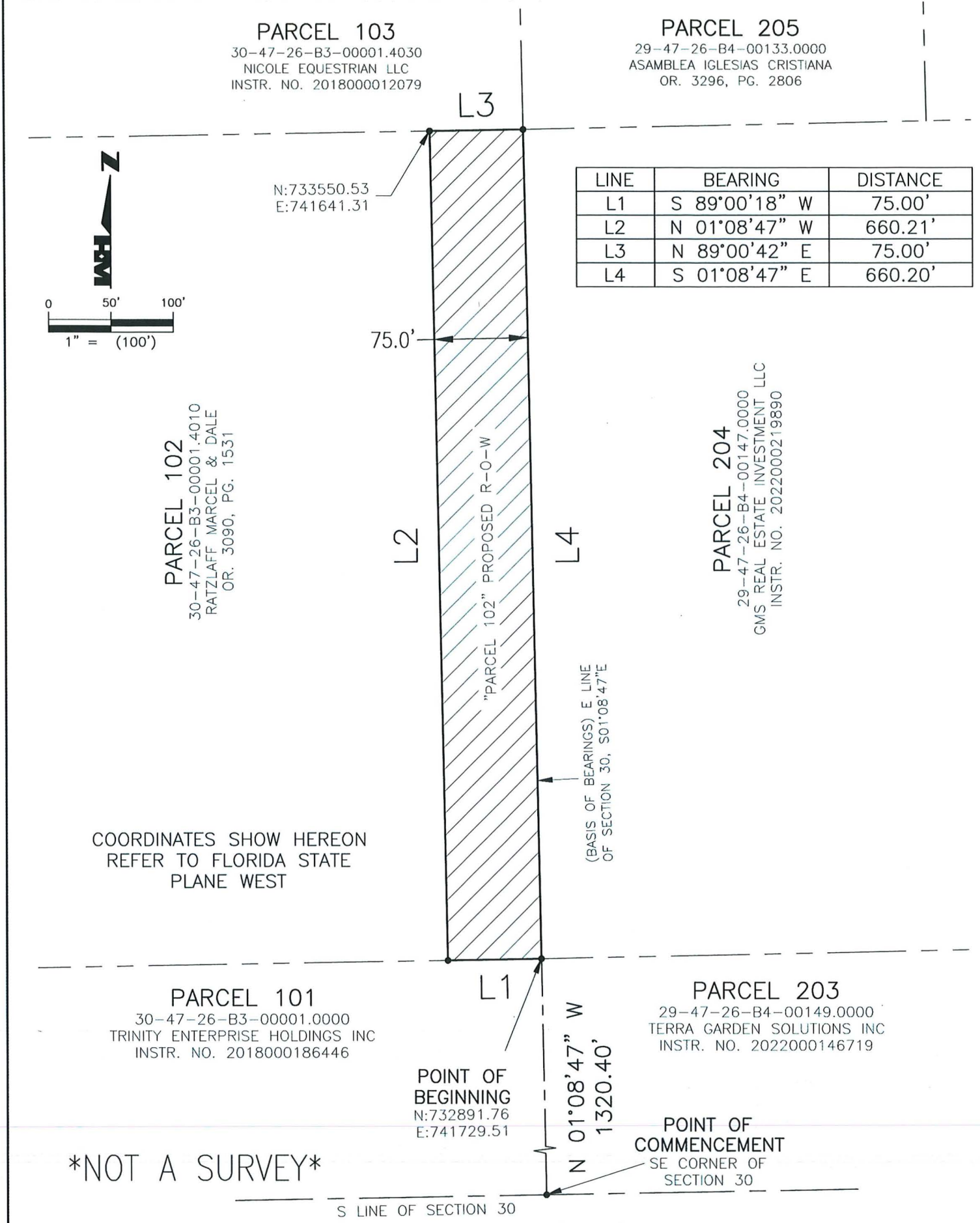
Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

Date Filed With City Clerk: _____

Schedule I

Parcel 102

H:\2016\2016068\SKETCHES\2023 ROAD SKETCH AND LEGAL\2016068 S&L 3 NEW.dwg 4/17/2023 11:17:26 AM Plotted by: JosephHorm



LINE	BEARING	DISTANCE
L1	S 89°00'18" W	75.00'
L2	N 01°08'47" W	660.21'
L3	N 89°00'42" E	75.00'
L4	S 01°08'47" E	660.20'

DRAWN BY: JNH	DATE: 4/10/2023	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 1	OF SHEET 2	SKETCH AND LEGAL PARCEL 102 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 30-47-26			FILE NAME 2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

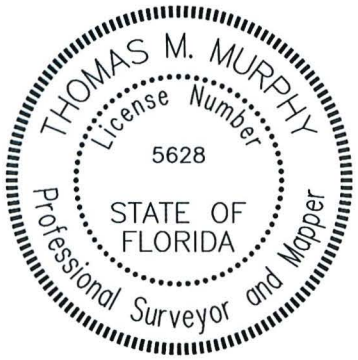
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30 N01°08'47"W FOR A DISTANCE OF 1320.40 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S89°00'18"W FOR A DISTANCE OF 75.00 FEET; THENCE RUN N01°08'47"W FOR A DISTANCE OF 660.21 FEET; THENCE RUN N89°00'42"E FOR A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE RUN ALONG THE SAID EAST LINE S01°08'47"E FOR A DISTANCE OF 660.20 FEET, TO THE POINT OF BEGINNING.

CONTAINING 49513.84 SQUARE FEET OR 1.14 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 102 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 30-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

PARCELS 103/701

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 103") and a temporary construction easement in the property described in the attached Schedule II ("Parcel 701"), referred to herein collectively as Parcel 103/701, are necessary for the Bonita Grande Drive Extension Project and are being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 103/701 by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 103/701 fee owner and any Parcel 103/701 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 103/701, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 103/701,

which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 103/701, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of One Hundred Forty-Five Thousand Three Hundred and 00/100 Dollars ($145,300.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 103 in fee simple and for acquiring a temporary construction easement in Parcel 701. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita

Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

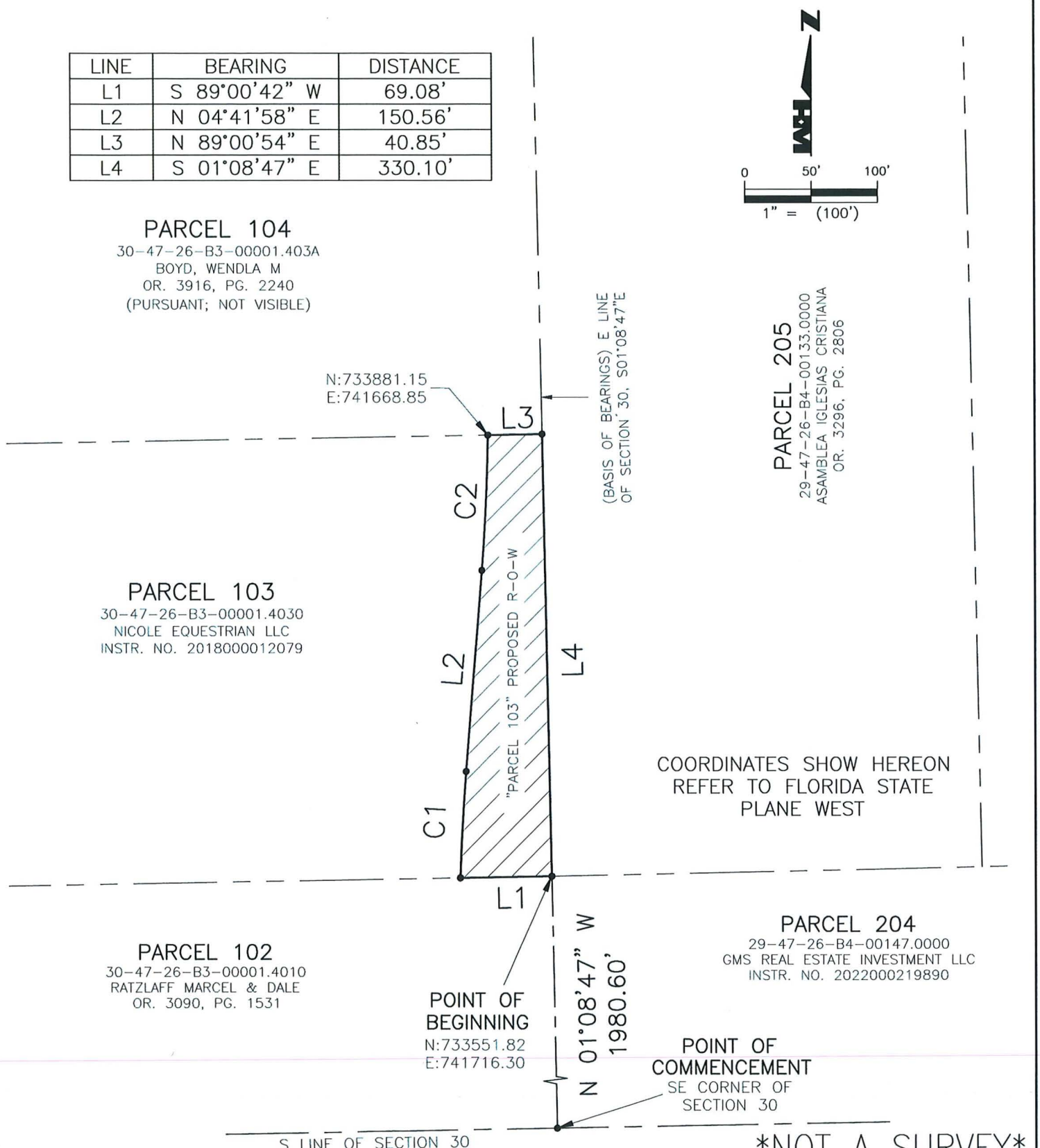
Date Filed With City Clerk: _____

Schedule I

Parcel 103

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	1670.92'	2°43'45"	79.58'	N 03°12'37" E	79.59'
C2	1479.83'	3°54'59"	101.13'	N 02°44'29" E	101.15'

LINE	BEARING	DISTANCE
L1	S 89°00'42" W	69.08'
L2	N 04°41'58" E	150.56'
L3	N 89°00'54" E	40.85'
L4	S 01°08'47" E	330.10'



NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1987	SKETCH AND LEGAL PARCEL 103	DRAWING NO. H-2270
SHEET # 1	OF SHEET 2	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 30-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

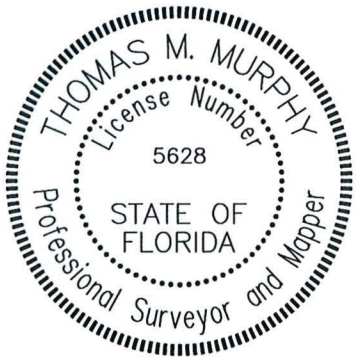
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30 N01°08'47"W FOR A DISTANCE OF 1980.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S89°00'42"W FOR A DISTANCE OF 69.08 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 1670.92 FEET, THROUGH A CENTRAL ANGLE OF 02°43'45" AND BEING SUBTENDED BY A CHORD OF 79.58 FEET AT A BEARING OF N03°12'37"E, FOR AN ARC LENGTH OF 79.59 FEET; THENCE RUN N04°41'58"E FOR A DISTANCE OF 150.56 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 1479.83 FEET, THROUGH A CENTRAL ANGLE OF 03°54'59" AND BEING SUBTENDED BY A CHORD OF 101.13 FEET AT A BEARING OF N02°44'29"E, FOR AN ARC LENGTH OF 101.15 FEET; THENCE RUN N89°00'54"E FOR A DISTANCE OF 40.85 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE RUN ALONG SAID EAST LINE S01°08'47"E FOR A DISTANCE OF 330.10 FEET, TO THE POINT OF BEGINNING.

CONTAINING 17976.96 SQUARE FEET OR 0.41 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1960	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 103 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 30-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

Schedule II

Parcel 701

TEMPORARY CONSTRUCTION EASEMENT

TERM SHEET OF INTERESTS AND RIGHTS ACQUIRED AND OBLIGATIONS INCURRED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF BONITA GRANDE ROAD AND DRAINAGE SYSTEM

The following summarizes the easement interests and rights the City of Bonita Springs (hereinafter "City") shall acquire from the property owners/interest holders (hereinafter “Owner(s)”) of certain real property and described in the legal description and sketch (“Exhibit A”) and the obligations the City has agreed to comply with in connection with such easement interests and rights:

1. The area of the easement interests and rights to be acquired by the City are described herein and depicted on Exhibit A.

2. Exhibit A describes and depicts a Temporary Construction Easement (“TCE”) area. The rights acquired to such TCE are as follows:

a. The City shall have the temporary right and privilege to enter upon the lands described in Exhibit A as a temporary construction easement area for removal or alteration of the existing driveway as necessary for the construction of Bonita Grande Road and restoration or harmonization of the existing driveway; for workspace for the movement, storage and staging of personnel, materials, supplies and equipment, for the purpose of ingress and egress by such workmen, machinery and vehicles as is necessary for the construction of Bonita Grande Road and for restoration, alteration or harmonization of the driveway; for the purpose of filling, grading and placing concrete, asphalt or rock on Owner(s)’ lands in order to construct, reconstruct, alter or harmonize, with materials of like kind and for Owner(s)’ use, benefit and ownership, a driveway with turnouts or other necessary improvements to provide for a continuous transition between the existing driveway and the newly constructed or reconstructed road, sidewalk and drainage improvements; and for restoring the temporary construction easement area.

b. All the TCE rights and privileges granted herein start on the date such rights are acquired and terminate on the project completion date or five (5) years, whichever occurs first.

c. Throughout the duration of the TCE, the City has the right and authority to remove and dispose of dirt, rocks and vegetation within the TCE area. To the extent damage results from use by the City, its agents or contractors, the City will repair or replace with the same, like or better quality any pre-existing fences, roads, driveways, mailboxes, sidewalks, parking areas, sprinkler or irrigation systems, wells, septic tanks and septic drain fields located on the TCE area and at their original locations or as near thereto as is reasonably practicable, unless the City and the Owner(s) have agreed the City will pay Owner(s) for such items instead. In addition, the City shall plant grass seed or sod on all non-paved TCE land surfaces disturbed during construction unless prohibited to do so by applicable law, regulation or permit.

3. Owner(s), their heirs, successors and assigns may continue to use the TCE area for any lawful purposes that do not directly interfere with the City's acquired rights; provided, however, that Owner(s), their heirs, successors and assigns shall not construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction, on, over, under, above, across, within or through the TCE area (for as long as it shall exist) which may directly interfere with the exercise by the City of its acquired easement rights, including ingress to and egress from the TCE area (for as long as it shall exist).

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°08'47"W ALONG EAST LINE OF SAID SECTION 30, FOR A DISTANCE OF 1980.60 FEET; THENCE RUN S89°00'42"W LEAVING SAID EAST LINE, FOR A DISTANCE OF 69.08 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 1670.92 FEET, THROUGH A CENTRAL ANGLE OF 02°43'45" AND BEING SUBTENDED BY A CHORD OF 79.58 FEET AT A BEARING OF N03°12'37"E, FOR AN ARC LENGTH OF 79.59 FEET; THENCE RUN N04°41'58"E FOR A DISTANCE OF 75.56 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N85°18'02"W FOR A DISTANCE OF 28.00 FEET; THENCE RUN N04°41'58"E FOR A DISTANCE OF 75.00 FEET; THENCE RUN S85°18'02"E FOR A DISTANCE OF 28.00 FEET; THENCE RUN S04°41'58"W FOR A DISTANCE OF 75.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 2100.00 SQUARE FEET OR 0.05 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N01°08'47"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

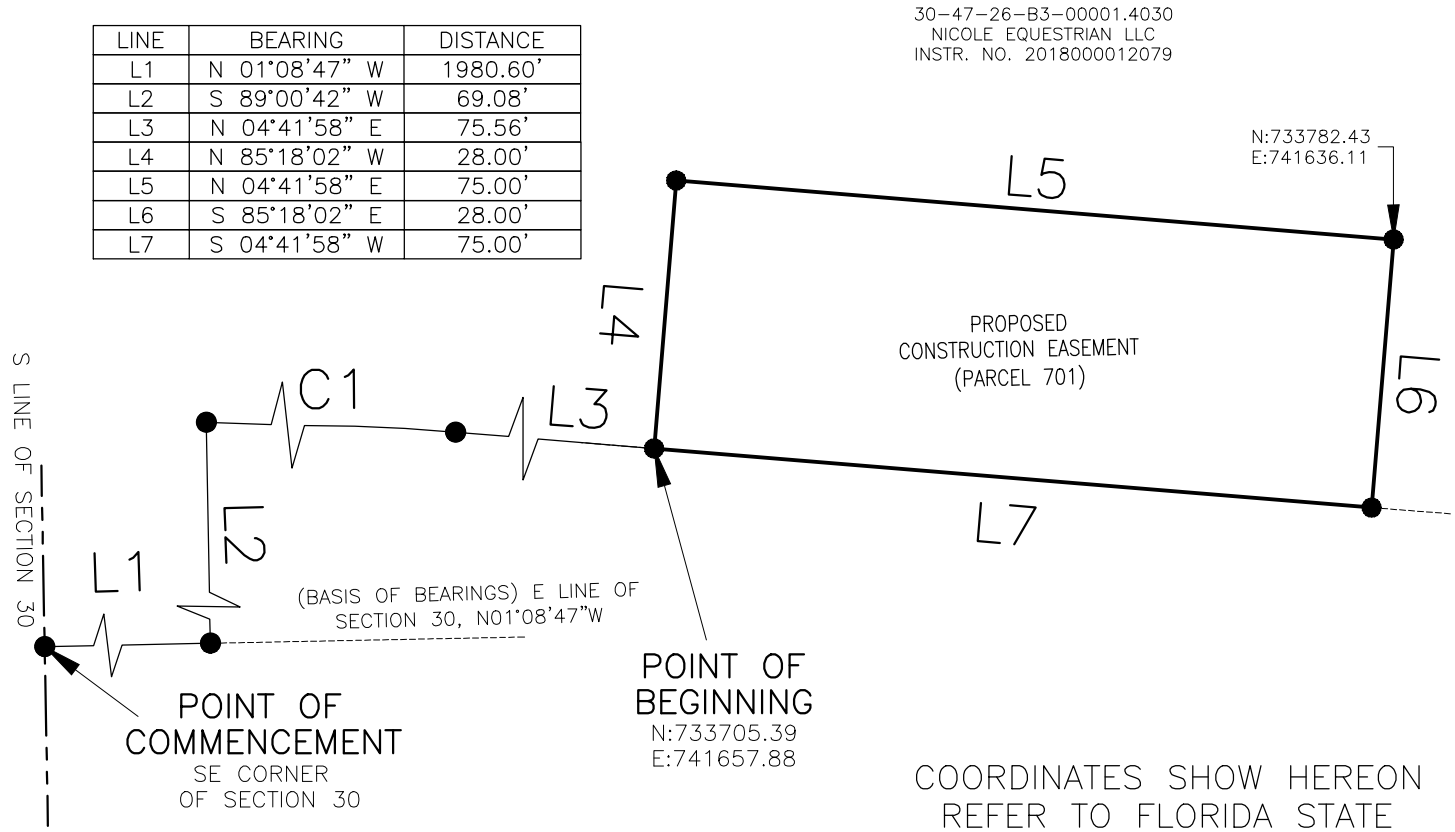
THOMAS M. MURPHY License Number 5628 STATE OF FLORIDA Professional Surveyor and Mapper

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

0 10' 20'
1" = (20')

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	1670.92'	2°43'45"	79.58'	N 03°12'37" E	79.59'

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	1980.60'
L2	S 89°00'42" W	69.08'
L3	N 04°41'58" E	75.56'
L4	N 85°18'02" W	28.00'
L5	N 04°41'58" E	75.00'
L6	S 85°18'02" E	28.00'
L7	S 04°41'58" W	75.00'



NOT A SURVEY

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

DRAWN BY: JNH	DATE: 7/14/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 30-47-26	

HOLE MONTES
ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS
6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

SKETCH AND LEGAL PARCEL 701
TEMPORARY CONSTRUCTION EASEMENT

DRAWING NO.	H-2386
PROJECT NO.	2016.068
FILE NAME	2016068 S&L TEMP.CONST R1.dwg

PARCEL 104

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 104") is necessary for the Bonita Grande Drive Extension Project and is being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 104 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 104 fee owner and any Parcel 104 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 104, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 104, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 104, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Twenty-Eight Thousand Five Hundred and 00/100 Dollars ($28,500.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The Board further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 104 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

Date Filed With City Clerk: _____

Schedule I

Parcel 104

H:\2016\2016068\SKETCHES\2023 ROAD SKETCH AND LEGAL\2016068 S&L 3 NEW.dwg 4/17/2023 11:17:26 AM Plotted by: JosephHarm

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	925.06'	3°05'06"	49.80'	N 00°10'50" W	49.81'

LINE	BEARING	DISTANCE
L1	S 89°00'54" W	40.85'
L2	N 01°08'47" W	280.30'
L3	N 89°01'06" E	40.00'
L4	S 01°08'47" E	330.10'

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

N

0 50' 100'

1" = (100')

N:734211.21
E:741663.10

PARCEL 105
30-47-26-B2-00001.0060
LEE COUNTY DISTRICT SCHOOL BOARD
OR. 3949, PG. 1844

PARCEL 206
29-47-26-B1-00132.0000
CATALDO DOMENICO & SARITA
INSTR. NO. 2006000032355

L3

1/4 LINE OF SECTION 30

40.0'

"PARCEL 104" PROPOSED R-O-W

L2

L4

PARCEL 104
30-47-26-B3-00001.403A
BOYD, WENDLA M
OR. 3916, PG. 2240
(PURSUANT; NOT VISIBLE)

POINT OF BEGINNING
N:733881.86
E:741709.69

C1

L1

PARCEL 205
29-47-26-B4-00133.0000
ASAMBLEA IGLESIAS CRISTIANA
OR. 3296, PG. 2806

(BASIS OF BEARINGS) E LINE OF SECTION 30, S01°08'47"E

N 01°08'47" W
2310.70'

PARCEL 103
30-47-26-B3-00001.4030
NICOLE EQUESTRIAN LLC
INSTR. NO. 2018000012079

POINT OF COMMENCEMENT
SE CORNER OF SECTION 30

S LINE OF SECTION 30

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 104 BONITA GRANDE DRIVE EXTENSION
SHEET # 1	OF SHEET 2		
SEC-TWN-RGE: 30-47-26			

DRAWING NO. H-2270
PROJECT NO. 2016.068
FILE NAME 2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

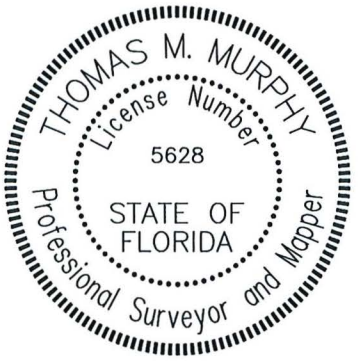
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, N01°08'47"W FOR A DISTANCE OF 2310.70 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S89°00'54"W FOR A DISTANCE OF 40.85 FEET; TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 925.06 FEET, THROUGH A CENTRAL ANGLE OF 03°05'06" AND BEING SUBTENDED BY A CHORD OF 49.80 FEET AT A BEARING OF N00°10'50"W, FOR AN ARC LENGTH OF 49.81 FEET; THENCE RUN N01°08'47"W FOR A DISTANCE OF 280.30 FEET; THENCE RUN N89°01'06"E FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE RUN ALONG THE EAST LINE OF SAID SECTION 30, S01°08'47"E FOR A DISTANCE OF 330.10 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13224.60 SQUARE FEET OR 0.30 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1969	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 104 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 30-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

PARCEL 107

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 107") is necessary for the Bonita Grande Drive Extension Project and is being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 107 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 107 fee owner and any Parcel 107 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 107, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 107, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 107, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Fifty-Nine Thousand Two Hundred and 00/100 Dollars ($59,200.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 107 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

Date Filed With City Clerk: _____

Schedule I

Parcel 107

H:\2016\2016068\SKETCHES\2023 ROAD SKETCH AND LEGAL\2016068 S&L 3 NEW.dwg 4/17/2023 11:18:41 AM Plotted by: JosephHarm

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

PARCEL 8
19-47-26-B2-00001.1010
STONEBURNER KEVIN L +
DARLENES GROVE LLC
INSTR. NO. 2014000255086

N:738172.20
E:741595.16

L2

"PARCEL 107" PROPOSED R-O-W

N 01°05'33" W 1320.52'

S 01°05'33" E 1320.52'

W LINE OF SECTION 20-47-26

PARCEL 107
19-47-26-B3-00001.1030
3HWA LAND HOLDINGS LLC
INSTR. NO. 201900028739

PARCEL 211
20-47-26-B1-00001.0000
BG MINE LLC
INSTR. NO. 201600014198

N
HM
0 75' 150'
1" = (150')

LINE	BEARING	DISTANCE
L1	S 89°05'31" W	30.00'
L2	N 89°05'31" E	30.00'

POINT OF BEGINNING
SW CORNER OF SECTION 20
N:736852.40
E:741650.33

NOT A SURVEY

(BASIS OF BEARINGS) S LINE OF SECTION 19, N89°05'31"E

S LINE OF SECTION 19
N LINE OF SECTION 30

S LINE OF SECTION 20

UNPATTED R-O-W

L1

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS LANDSCAPE ARCHITECTS I.P. PLANNERS SURVEYORS	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
SHEET # 1	OF SHEET 2		
SEC-TWN-RGE: 19-47-26 & 20-47-26			

SKETCH AND LEGAL PARCEL 107
BONITA GRANDE DRIVE EXTENSION

DRAWING NO.	H-2270
PROJECT NO.	2016.068
FILE NAME	2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

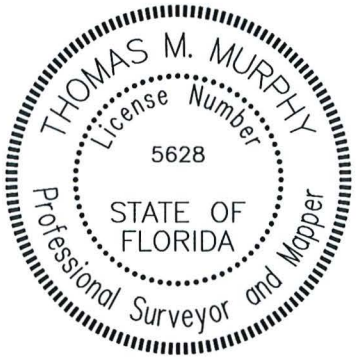
A PARCEL OF LAND LOCATED IN SECTIONS 19 & 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG SOUTH LINE OF SAID SECTION 19 S89°05'31"W FOR A DISTANCE OF 30.00 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 1320.52 FEET; THENCE RUN N89°05'31"E FOR A DISTANCE OF 30.00 FEET; THENCE RUN S01°05'33"E FOR A DISTANCE OF 1320.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 39502.61 SQUARE FEET OR 0.91 ACRE, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N89°05'31"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES	SKETCH AND LEGAL PARCEL 107	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 19-47-26 & 20-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

PARCEL 108A/108B

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 108A") and Schedule II ("Parcel 108B"), referred to herein collectively as Parcel 108A/108B is necessary for the Bonita Grande Drive Extension Project and are being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation

safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 108A/108B in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 108A/108B fee owner and any Parcel 108A/108B business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 108A/108B, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 108A/108B, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 108A/108B, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Seventy-Five Thousand and 00/100 Dollars ($75,000.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding

on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 108A/108B in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

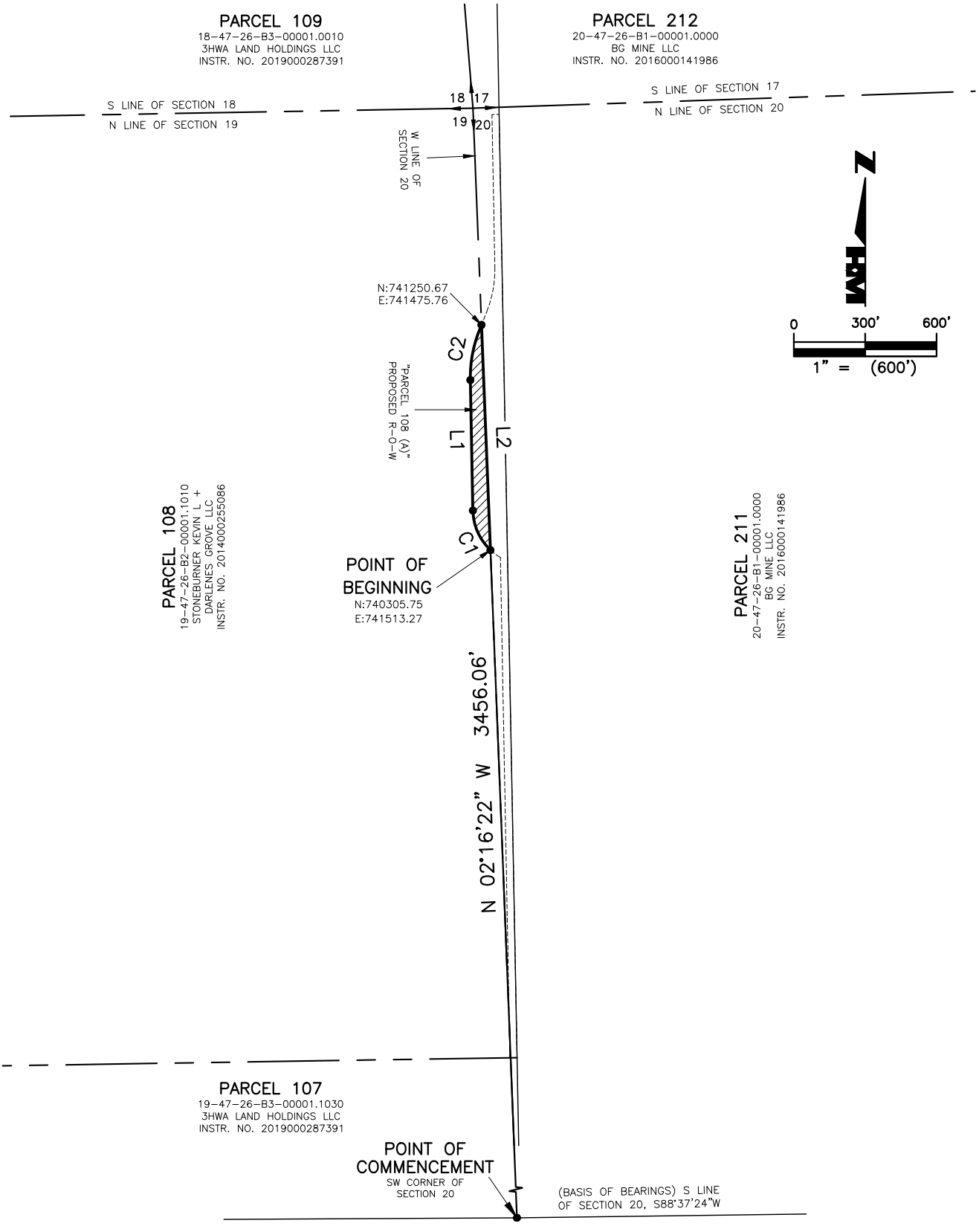
Date Filed With City Clerk: _____

Schedule I

Parcel 108A

NOT A SURVEY

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST



DR- N BY: JNH	D-TE: 7/18/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1998	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of -uthorization No.1772	DR- ING NO. H-2403
SHEET # 1	OF SHEET 2		SKETCH AND LEGAL PARCEL 108 A BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 19-47-26				FILE N-ME 2016068 S&L R6 (108-).dwg

LINE	BEARING	DISTANCE
L1	N 01°05'33" W	548.87'
L2	S 02°16'22" E	945.67'

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	230.80'	46°24'32"	181.87'	N 24°00'06" W	186.94'
C2	530.00'	25°35'20"	234.74'	N 11°32'05" E	236.70'

LEGAL DESCRIPTION

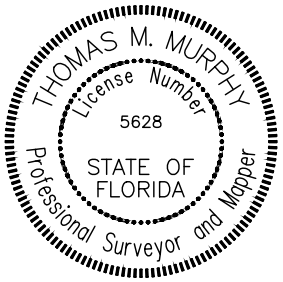
A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N02°16'22"W FOR A DISTANCE OF 3456.06 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED SAME AS BEING THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 230.80 FEET, THROUGH A CENTRAL ANGLE OF 46°24'32" AND BEING SUBTENDED BY A CHORD OF 181.87 FEET AT A BEARING OF N24°00'06"W, FOR AN ARC LENGTH OF 186.94 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 548.87 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 25°35'20" AND BEING SUBTENDED BY A CHORD OF 234.74 FEET AT A BEARING OF N11°32'05"E, FOR AN ARC LENGTH OF 236.70 FEET; THENCE RUN S02°16'22"E FOR A DISTANCE OF 945.67 FEET, TO THE POINT OF BEGINNING.

CONTAINING 50267.17 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 7/18/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
SHEET # 2	OF SHEET 2		
SEC-TWN-RGE: 19-47-26			

SKETCH AND LEGAL PARCEL 108 A
BONITA GRANDE DRIVE EXTENSION

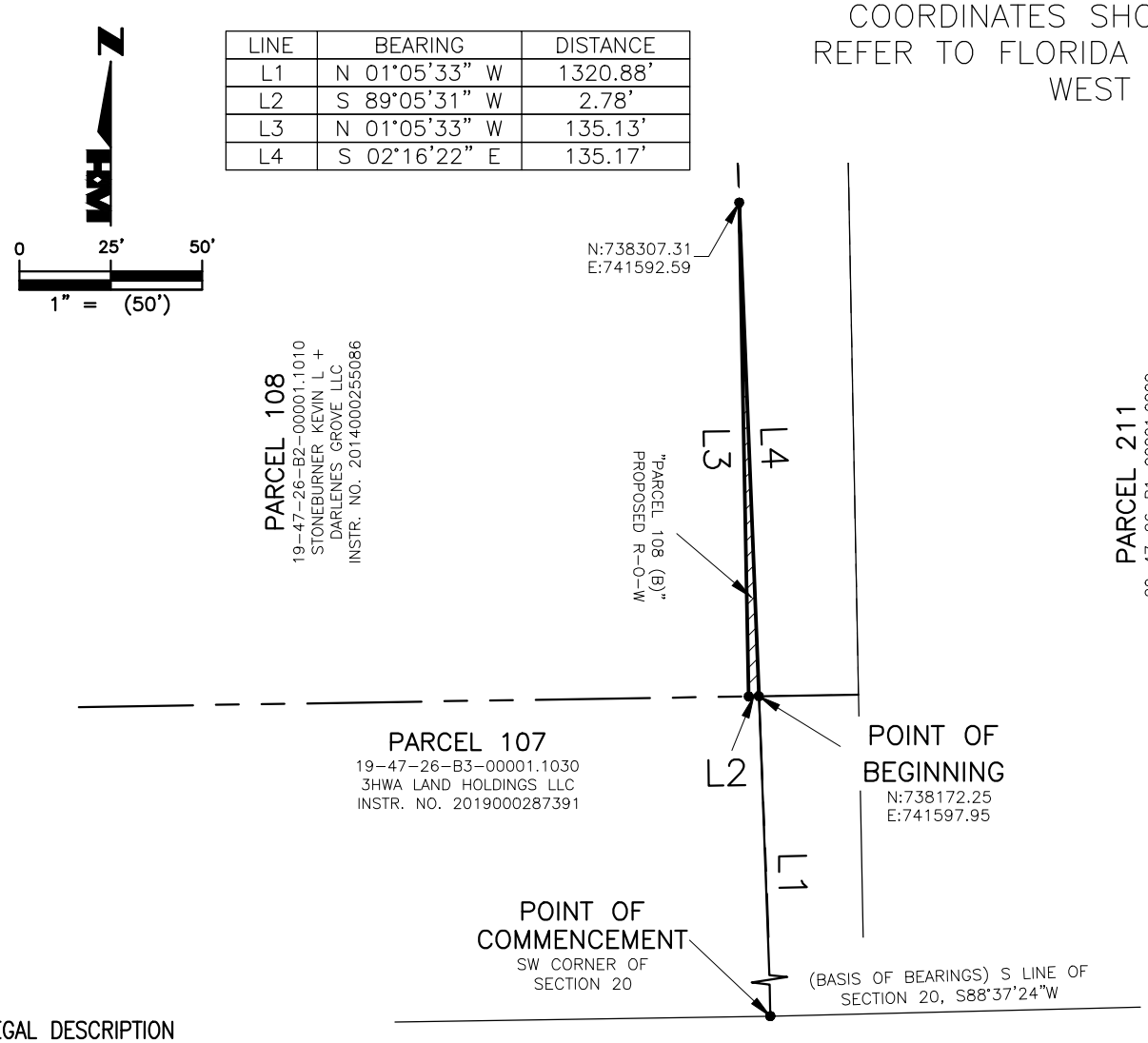
DRAWING NO. H-2403
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R6 (108A).dwg

Schedule II

Parcel 108B

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

LINE	BEARING	DISTANCE
L1	N 01°05'33" W	1320.88'
L2	S 89°05'31" W	2.78'
L3	N 01°05'33" W	135.13'
L4	S 02°16'22" E	135.17'



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°05'33"W FOR A DISTANCE OF 1320.88 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S89°05'31"W FOR A DISTANCE OF 2.78 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 135.13 FEET; THENCE RUN S02°16'22"E FOR A DISTANCE OF 135.17 FEET, TO THE POINT OF BEGINNING.

CONTAINING 188.15 SQUARE FEET, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

THOMAS M. MURPHY License Number 5628 STATE OF FLORIDA Professional Surveyor and Mapper

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 7/18/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1968	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
SHEET # 1	OF SHEET 1		
SEC-TWN-RGE: 19-47-26			

SKETCH AND LEGAL PARCEL 108 B

BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2404
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R6 (108B).dwg

PARCEL 108C

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 108C") is necessary for the Bonita Grande Drive Extension Project and are being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities. No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 108C in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 108C fee owner and any Parcel 108C business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 108C, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 108C, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 108C, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Two Hundred Fifty-Eight Thousand and 00/100 Dollars ($258,000.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid

for at least 30 days after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 108C in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

Date Filed With City Clerk: _____

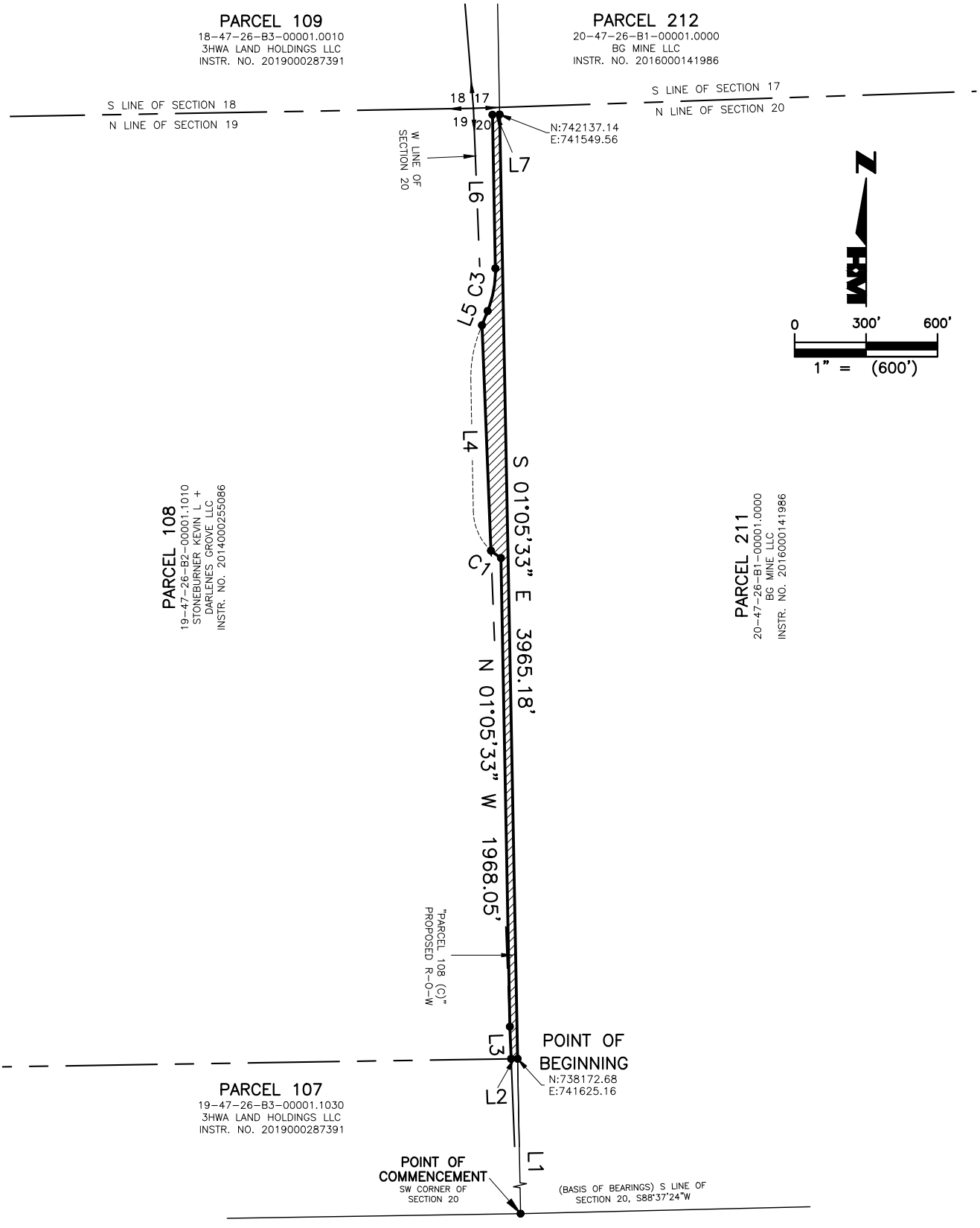
Schedule I

Parcel 108C

Fee Simple

NOT A SURVEY

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE PLANE
WEST



DRAWN BY: JNH	DATE: 7/18/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2405
SHEET # 1	OF SHEET 2		SKETCH AND LEGAL PARCEL 108 C BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 20-47-26				FILE NAME 2016068 S&L R6 (108C).dwg

LINE	BEARING	DISTANCE
L1	N 01°05'33" W	1320.52'
L2	S 89°05'31" W	27.21'
L3	N 02°16'22" W	135.17'
L4	N 02°16'22" W	947.26'
L5	N 21°30'12" E	91.73'
L6	N 01°05'33" W	645.35'
L7	N 01°03'31" W	28.95'

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	230.80'	12°54'33"	51.89'	N 53°39'38" W	52.00'
C2	530.00'	22°45'47"	209.18'	N 10°07'19" E	210.56'
C3	470.00'	22°18'59"	181.91'	N 10°20'43" E	183.06'

LEGAL DESCRIPTION

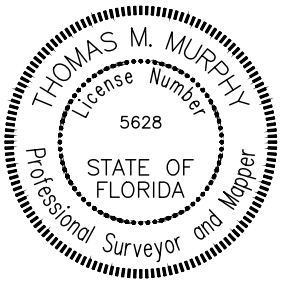
A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°05'33"W FOR A DISTANCE OF 1320.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S89°05'31"W FOR A DISTANCE OF 27.21 FEET; THENCE RUN N02°16'22"W FOR A DISTANCE OF 135.17 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 1968.05 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 230.80 FEET, THROUGH A CENTRAL ANGLE OF 12°54'33" AND BEING SUBTENDED BY A CHORD OF 51.89 FEET AT A BEARING OF N53°39'38"W, FOR AN ARC LENGTH OF 52.00 FEET; THENCE RUN N02°16'22"W FOR A DISTANCE OF 947.26 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 22°45'47" AND BEING SUBTENDED BY A CHORD OF 209.18 FEET AT A BEARING OF N10°07'19"E, FOR AN ARC LENGTH OF 210.56 FEET; THENCE RUN N21°30'12"E FOR A DISTANCE OF 91.73 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 22°18'59" AND BEING SUBTENDED BY A CHORD OF 181.91 FEET AT A BEARING OF N10°20'43"E, FOR AN ARC LENGTH OF 183.06 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 645.35 FEET; THENCE RUN S01°03'31"E FOR A DISTANCE OF 28.59 FEET, THENCE RUN S01°05'33"E FOR A DISTANCE OF 3965.18 FEET, TO THE POINT OF BEGINNING.

CONTAINING 172716.13 SQUARE FEET OR 3.97 ACRES, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 7/18/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1998	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
SHEET # 2	OF SHEET 2	SKETCH AND LEGAL PARCEL 108 C BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2403 PROJECT NO. 2016.068 FILE NAME 2016068 S&L R6 (108C).dwg
SEC-TWN-RGE: 20-47-26			

PARCEL 109

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 109") is necessary for the Bonita Grande Drive Extension Project and are being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities. No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 109 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 109 fee owner and any Parcel 109 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 109, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 109, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 109, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Fifty-Eight Thousand Five Hundred and 00/100 Dollars ($58,500.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 109 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

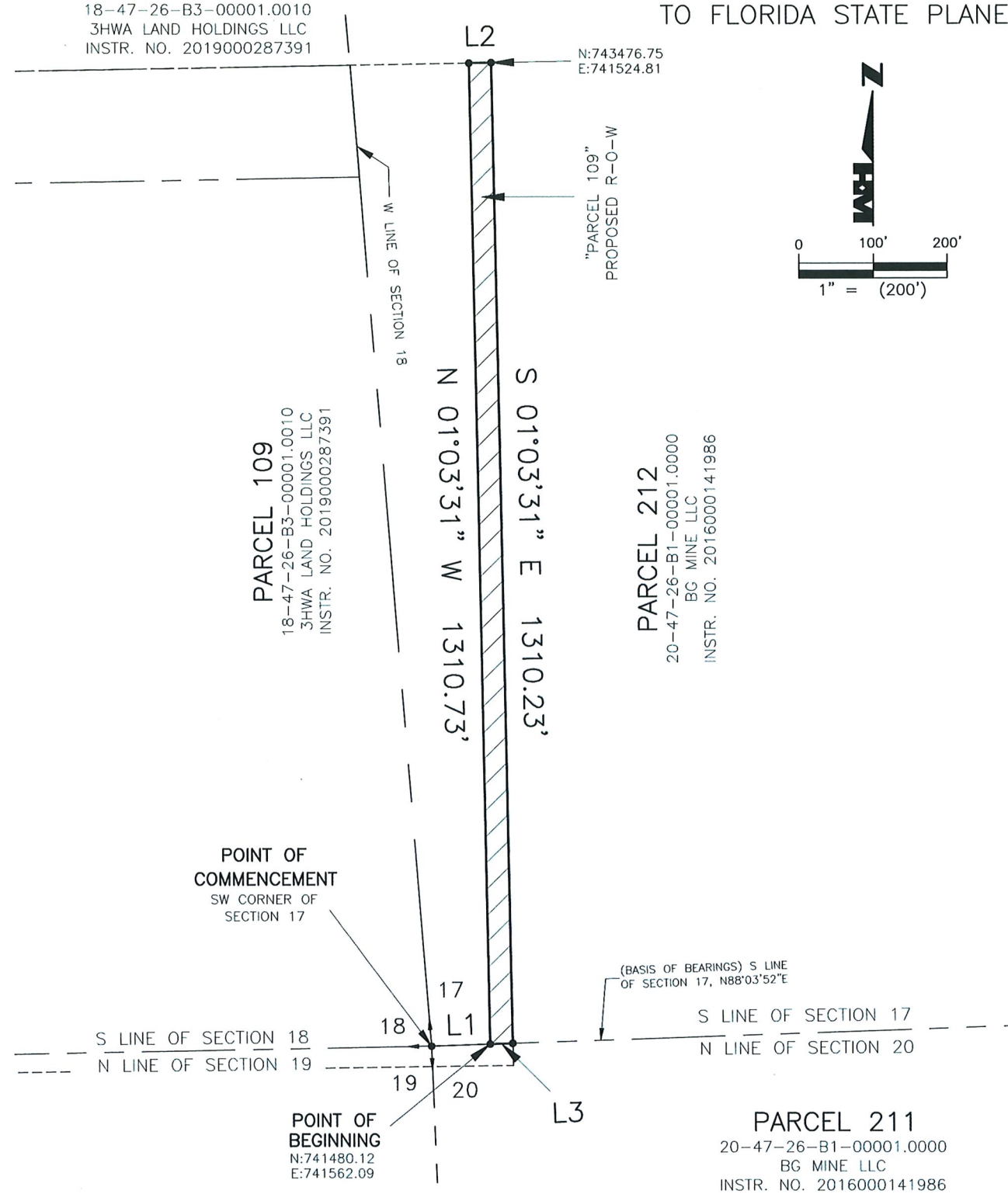
Date Filed With City Clerk: _____

Schedule I

Parcel 109

Fee Simple

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST



LINE	BEARING	DISTANCE
L1	N 88°03'52" E	79.52'
L2	N 89°01'27" E	30.00'
L3	S 88°03'52" W	30.00'

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/12/2023	HOLE MONTES	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 1	OF SHEET 2		SKETCH AND LEGAL PARCEL 109 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 17-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

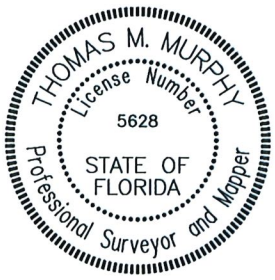
A PARCEL OF LAND LOCATED IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG THE SOUTH LINE OF SAID SECTION 17 N88°03'52"E FOR A DISTANCE OF 79.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N01°03'31"W FOR A DISTANCE OF 1310.73 FEET; THENCE RUN N89°01'27"E FOR A DISTANCE OF 30.00 FEET; THENCE RUN S01°03'31"E FOR A DISTANCE OF 1310.23 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17; THENCE RUN ALONG THE SAID SOUTH LINE S88°03'52"W FOR A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 39314.41 SQUARE FEET OR 0.90 ACRE, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N88°03'52"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/12/2023	HOLE MONTES	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 109 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 17-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

PARCEL 202

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 202") is necessary for the Bonita Grande Drive Extension Project and are being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 202 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 202 fee owner and any Parcel 202 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 202, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 202, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 202, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Thirty-Four Thousand Nine Hundred and 00/100 Dollars ($34,900.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 202 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

Date Filed With City Clerk: _____

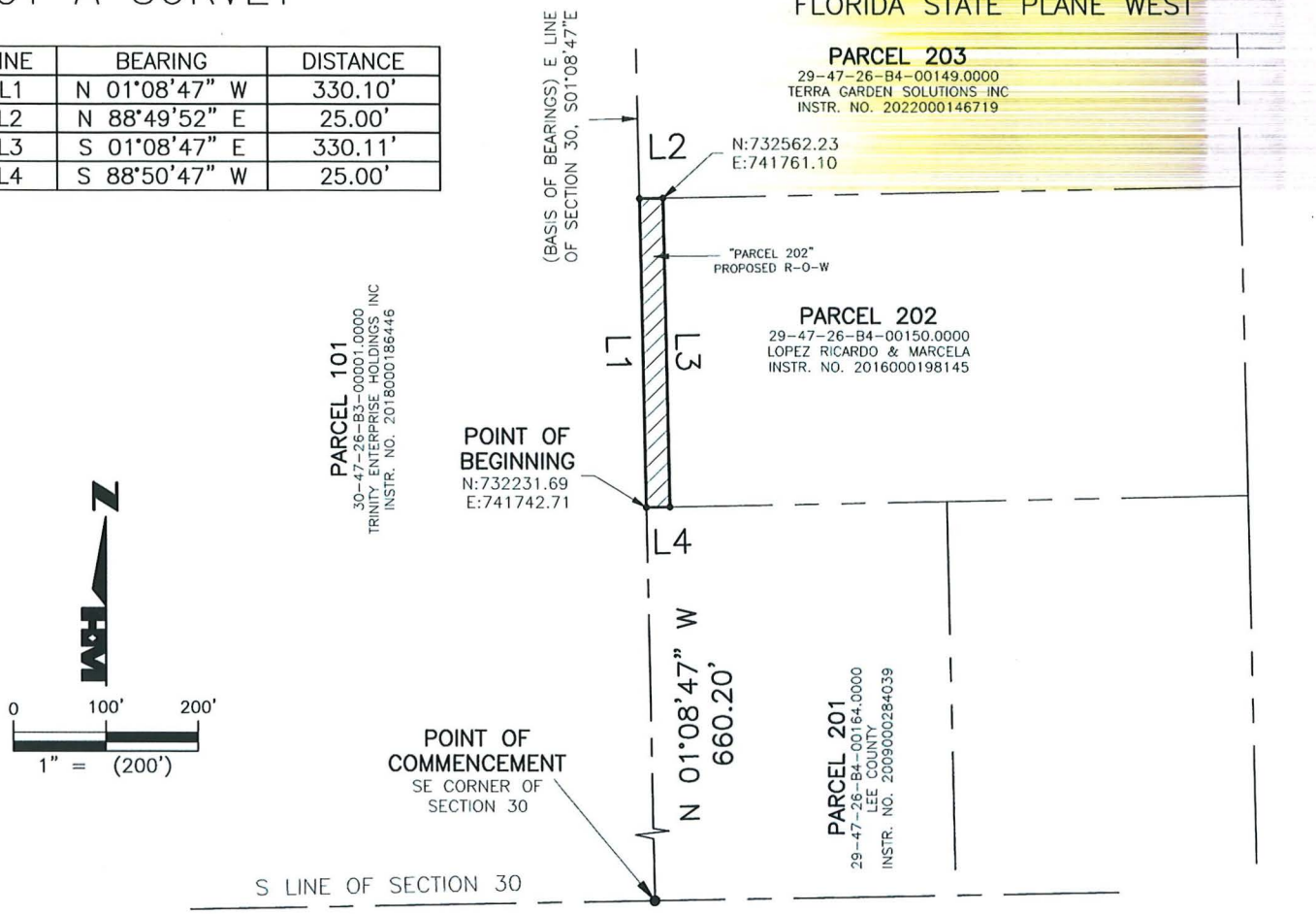
Schedule I

Parcel 202

NOT A SURVEY

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	330.10'
L2	N 88°49'52" E	25.00'
L3	S 01°08'47" E	330.11'
L4	S 88°50'47" W	25.00'



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, N01°08'47"W FOR A DISTANCE OF 660.20 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 330.10 FEET; THENCE RUN N88°49'52"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 330.11 FEET; THENCE RUN S88°50'47"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8252.58 SQUARE FEET OR 0.19 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

THOMAS M. MURPHY
License Number
5628
STATE OF FLORIDA
Professional Surveyor and Mapper

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 1	OF SHEET 1	SKETCH AND LEGAL PARCEL 202		PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26		BONITA GRANDE DRIVE EXTENSION		FILE NAME 2016068 S&L 3 NEW.dwg

PARCEL 203

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 203") is necessary for the Bonita Grande Drive Extension Project and is being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 203 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 203 fee owner and any Parcel 203 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 203, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 203, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 203, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Nineteen Thousand Four Hundred and 00/100 Dollars ($19,400.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 203 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

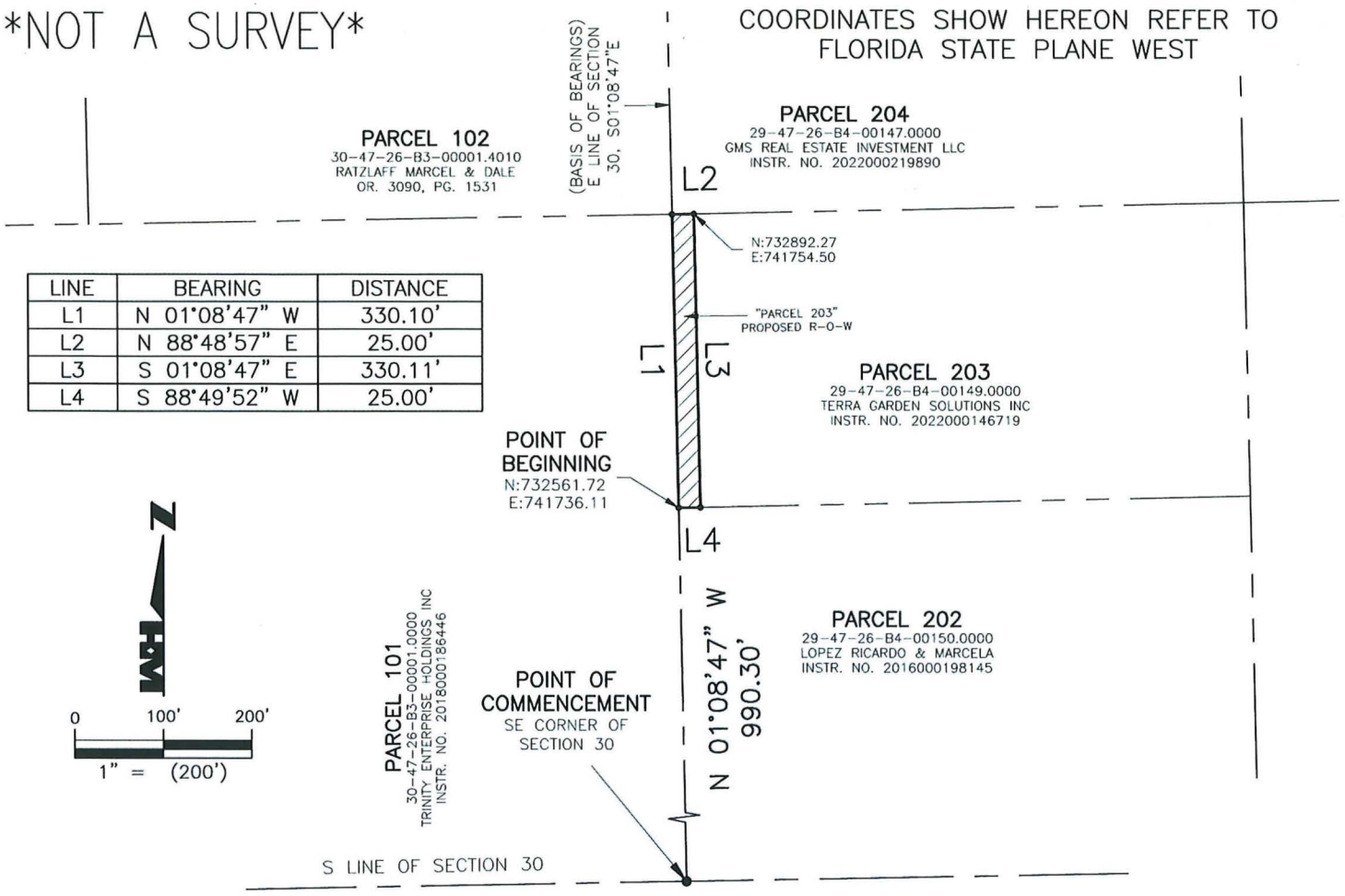
Date Filed With City Clerk: _____

Schedule I

Parcel 203

H:\2016\2016068\SKETCHES\2023 ROAD SKETCH AND LEGAL\2016068 S&L 3 NEW.dwg 4/17/2023 11:17:26 AM Plotted by: JosephHarm

NOT A SURVEY



LINE	BEARING	DISTANCE
L1	N 01°08'47" W	330.10'
L2	N 88°48'57" E	25.00'
L3	S 01°08'47" E	330.11'
L4	S 88°49'52" W	25.00'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, N01°08'47"W FOR A DISTANCE OF 990.30 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 330.10 FEET; THENCE RUN N88°48'57"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 330.11 FEET; THENCE RUN S88°49'52"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8252.66 SQUARE FEET OR 0.19 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

THOMAS M. MURPHY License Number 5628 STATE OF FLORIDA Professional Surveyor and Mapper

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 203 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 1	OF SHEET 1				PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26					FILE NAME 2016068 S&L 3 NEW.dwg

PARCEL 204

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 204") is necessary for the Bonita Grande Drive Extension Project and is being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 204 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 204 fee owner and any Parcel 204 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 204, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 204, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 204, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Thirty Thousand Four Hundred and 00/100 Dollars ($30,400.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days after either

receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 204 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

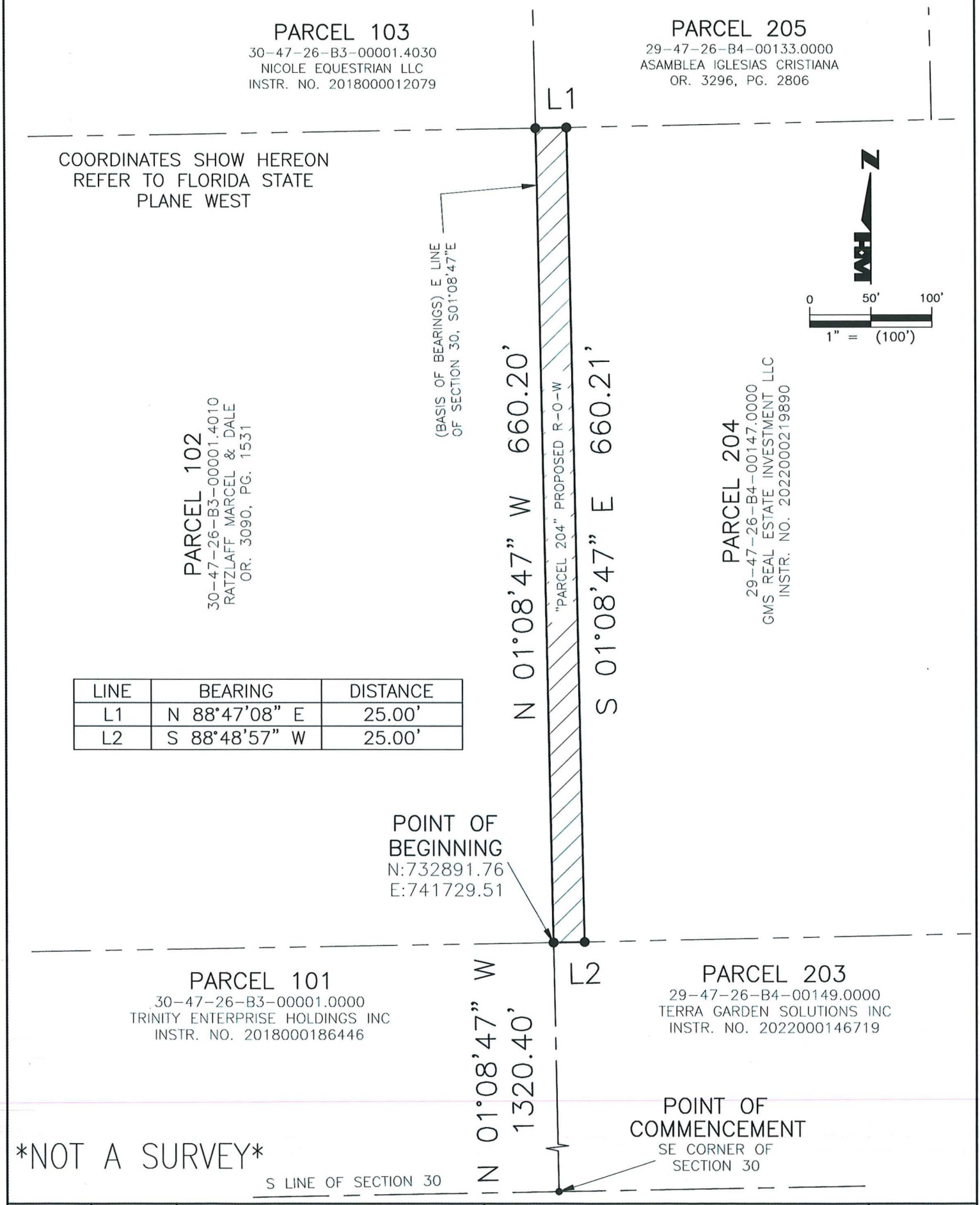
Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

Date Filed With City Clerk: _____

Schedule I

Parcel 204

H:\2016\2016068\SKETCHES\2023 ROAD SKETCH AND LEGAL\2016068 S&L 3 NEW.dwg 4/17/2023 11:17:26 AM Plotted by: JosephHarm



LINE	BEARING	DISTANCE
L1	N 88°47'08" E	25.00'
L2	S 88°48'57" W	25.00'

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1985	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 1	OF SHEET 2		SKETCH AND LEGAL PARCEL 204 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

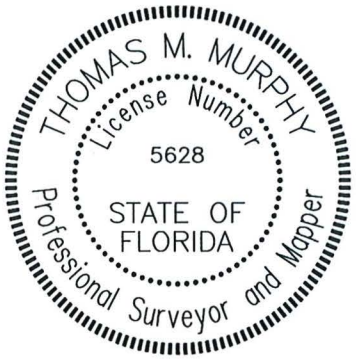
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30 N01°08'47"W FOR A DISTANCE OF 1320.40 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°47'08"E FOR A DISTANCE OF 25.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 660.21 FEET, THENCE RUN S88°48'57"W FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 16505.16 SQUARE FEET OR 0.38 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1969	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 204 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2				PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26					FILE NAME 2016068 S&L 3 NEW.dwg

PARCEL 205

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 205") is necessary for the Bonita Grande Drive Extension Project and are being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 205 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 205 fee owner and any Parcel 205 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 205, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 205, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 205, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of One Hundred Six Thousand Three Hundred and 00/100 Dollars ($106,300.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 205 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

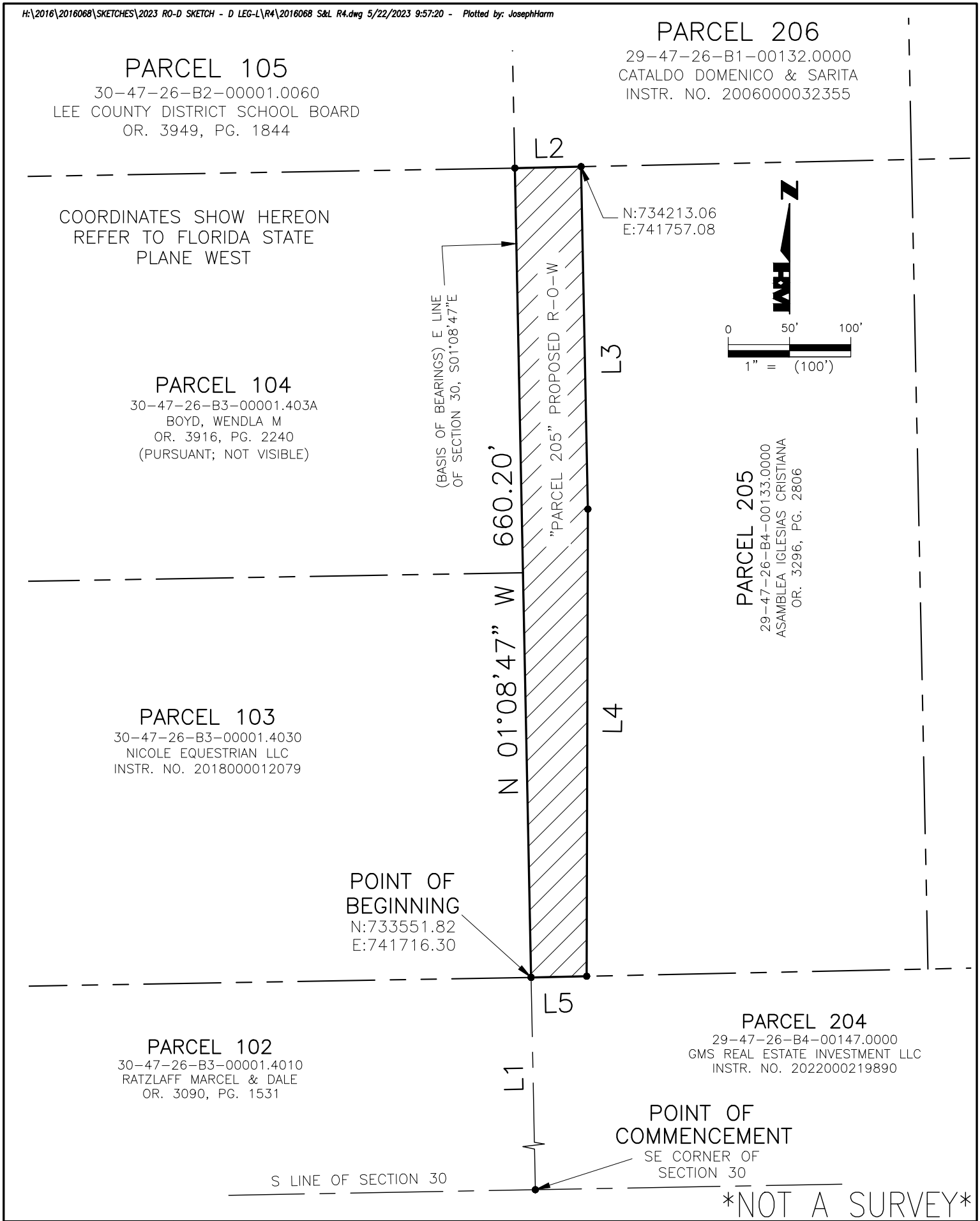
Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

Date Filed With City Clerk: _____

Schedule I

Parcel 205



NOT A SURVEY

DR- N BY: JNH	D-TE: 5/22/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1969	SKETCH AND LEGAL PARCEL 205	DR- ING NO. H-2270
SHEET # 1	OF SHEET 2	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of -uthorization No.1772	BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE N-ME 2016068 S&L R4.dwg

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	1980.60'
L2	N 88°45'17" E	54.00'
L3	S 01°08'47" E	279.36'
L4	S 00°09'12" W	380.97'
L5	S 88°47'08" W	45.36'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30 N01°08'47"W FOR A DISTANCE OF 1980.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°45'17"E FOR A DISTANCE OF 54.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 279.36 FEET; THENCE RUN S00°09'12"W FOR A DISTANCE OF 380.97 FEET; THENCE RUN S88°47'08"W FOR A DISTANCE OF 45.36 FEET, TO THE POINT OF BEGINNING.

CONTAINING 34006.11 SQUARE FEET OR 0.78 ACRES, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

THOMAS M. MURPHY License Number 5628 STATE OF FLORIDA Professional Surveyor and Mapper

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 5/22/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
SHEET # 2	OF SHEET 2		
SEC-TWN-RGE: 29-47-26			

SKETCH AND LEGAL PARCEL 205
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2270
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R4.dwg

PARCEL 206

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; DIRECTING THE ACQUISITION OF CERTAIN PROPERTY NECESSARY FOR PLANNED CAPITAL IMPROVEMENTS: THE BONITA GRANDE DRIVE EXTENSION PROJECT; DIRECTING THE CITY ATTORNEY OR HIS DESIGNEE TO MAKE BINDING OFFERS TO ACQUIRE SAID PROPERTY BY VOLUNTARY TRANSFER; DECLARING THE NEED TO EXERCISE EMINENT DOMAIN POWERS TO ACQUIRE SAID PROPERTY FAILING AN AGREEMENT WITH THE LANDOWNER REGARDING THE AMOUNT OF COMPENSATION TO BE PAID FOR THE PROPERTY; SETTING FORTH THE USE, NECESSITY AND DESCRIPTION OF SAID PROPERTY; AUTHORIZING THE CITY ATTORNEY OR HIS DESIGNEE TO COMMENCE AND PROSECUTE ALL PROCEEDINGS NECESSARY FOR ACQUIRING SAID PROPERTY FOR THE BONITA GRANDE DRIVE EXTENSION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** after consideration of the availability of alternatives, including alternative configurations, the costs of the project, environmental factors, long range area planning, and safety concerns, the City of Bonita Springs has determined it is in the public interest to construct the Bonita Grande Drive Extension Project and has determined the property necessary for that use;

WHEREAS, the City of Bonita Springs therefore desires to acquire such property necessary for that use by negotiation, contract, condemnation or otherwise;

WHEREAS, the City of Bonita Springs has caused the property necessary for the Bonita Grande Drive Extension Project to be located and surveyed; and

WHEREAS, the City of Bonita Springs has caused appraisals to be prepared of the property necessary for the Bonita Grande Drive Extension Project; and

WHEREAS, based on the aforementioned appraisals, the City of Bonita Springs has determined a good faith estimate of value upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired

and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition; and

WHEREAS, if following an attempt to negotiate in good faith with the fee owner(s) of the property to be acquired to determine the compensation to be paid for the property necessary for the Bonita Grande Drive Extension Project, consistent with Chapter 73, Florida Statutes, the City of Bonita Springs, acting through the City Attorney's Office and its designees and the fee owner(s) of the property to be acquired are unable to reach a timely agreement on the compensation to be paid, the City Council desires to exercise its power of eminent domain to condemn the property for public purposes; and

WHEREAS, the City of Bonita Springs has identified a funding source for the Bonita Grande Drive Extension Project and for the acquisition of the property to be acquired.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, that:

SECTION ONE: GENERAL PROJECT DESCRIPTION

Construction of the Bonita Grande Drive Extension Project, Bonita Grande Drive from East Terry Street to the Larry Kiker Preserve and future Bonita Springs park facility, is a Planned Capital Improvement.

SECTION TWO: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The City Council finds that a fee simple interest in the property described in the attached Schedule I ("Parcel 206") is necessary for the Bonita Grande Drive Extension Project and is being acquired for the following specific public use or purpose:

To provide access to the planned City of Bonita Springs park area and potentially to the Larry Kiker Preserve; to improve public and private traffic flow and transportation safety; to improve pedestrian safety; to extend and improve Bonita Grande Drive with

addition of curbing and gutters, sidewalks, roundabouts, stormwater drainage and underground utilities.

No mobile homes are located on the property sought to be acquired and therefore it will not be necessary to remove any mobile homes from the property to be acquired.

SECTION THREE: AUTHORITY

By virtue of the authority granted to the City of Bonita Springs by Chapters 73, 74, and 166, Florida Statutes, and by all other statutory or common law which grant to the City Council the power to proceed with acquiring property for a public use or purpose, the City Council hereby authorizes and directs the City Attorney or his designee to acquire Parcel 206 in fee simple by negotiation, contract, eminent domain, or other lawful means, for the above-described public use or purposes necessary for the completion of the Bonita Grande Drive Extension project.

The City Council hereby authorizes and directs the City Attorney or his designee to utilize the statutory procedures in section 73.015, Florida Statutes to notify a Parcel 206 fee owner and any Parcel 206 business owners, and to make pre-suit offers pursuant to section 73.015, Florida Statutes, for Parcel 206, which parcel is sought to be acquired by the City. Having previously obtained an appraisal of Parcel 206, which appraisal also includes a good faith estimate upon which to base a written offer of compensation to the fee owner as to the value of the property sought to be acquired; and, where less than the entire property is sought to be acquired, any damages to the remainder caused by the acquisition, the City Council hereby directs the City Attorney or his designee to negotiate in good faith with the fee owner(s) of Parcel 206, and to provide the fee owner(s) a written offer binding on the City of Bonita Springs in the amount of Seventy-Two Thousand Eight Hundred and 00/100 Dollars ($72,800.00), which sum is based on the aforementioned appraisal. The writing containing the offer binding on the City of Bonita Springs shall include a statement that the binding offer shall be valid for at least 30 days

after either receipt of the offer or the date the offer is retuned as undeliverable by the postal authorities. The City Council further directs the City Attorney or his designee to bring back for execution by the Mayor, or in his absence, the Deputy Mayor, without further City Council action, any agreement to consummate the sale of property sought to be acquired herein at a value consistent with the authority granted by the City Council.

The City Attorney or his designee is hereby authorized and directed to institute a suit in the name of the City of Bonita Springs and to fully exercise the City's power of eminent domain for the purpose of acquiring Parcel 206 in fee simple. The City Attorney or his designee is further authorized and directed to do all things necessary to prosecute such suit to final judgment by settlement or adjudication, and to also to do all things necessary to defend or prosecute any appeals. In pursuit of such acquisition, The City Attorney or his designee is specifically authorized to sign and file a Declaration of Taking so that the City of Bonita Springs may avail itself of the provisions of Chapter 74, Florida Statutes. The City Attorney or his designee is further authorized and directed to utilize and assert any and all constitutional and statutory authority of the City of Bonita Springs and the Bonita Springs City Council relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

SECTION FOUR: EFFECTIVE DATE

This Resolution is effective immediately.

[SIGNATURE PAGE FOLLOWS]

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this ____ day of _____, 2023.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Steinmeyer	_____
Corrie	_____
Bogacz	_____
Flullick	_____
Purdon	_____
Forbes	_____
Carr	_____

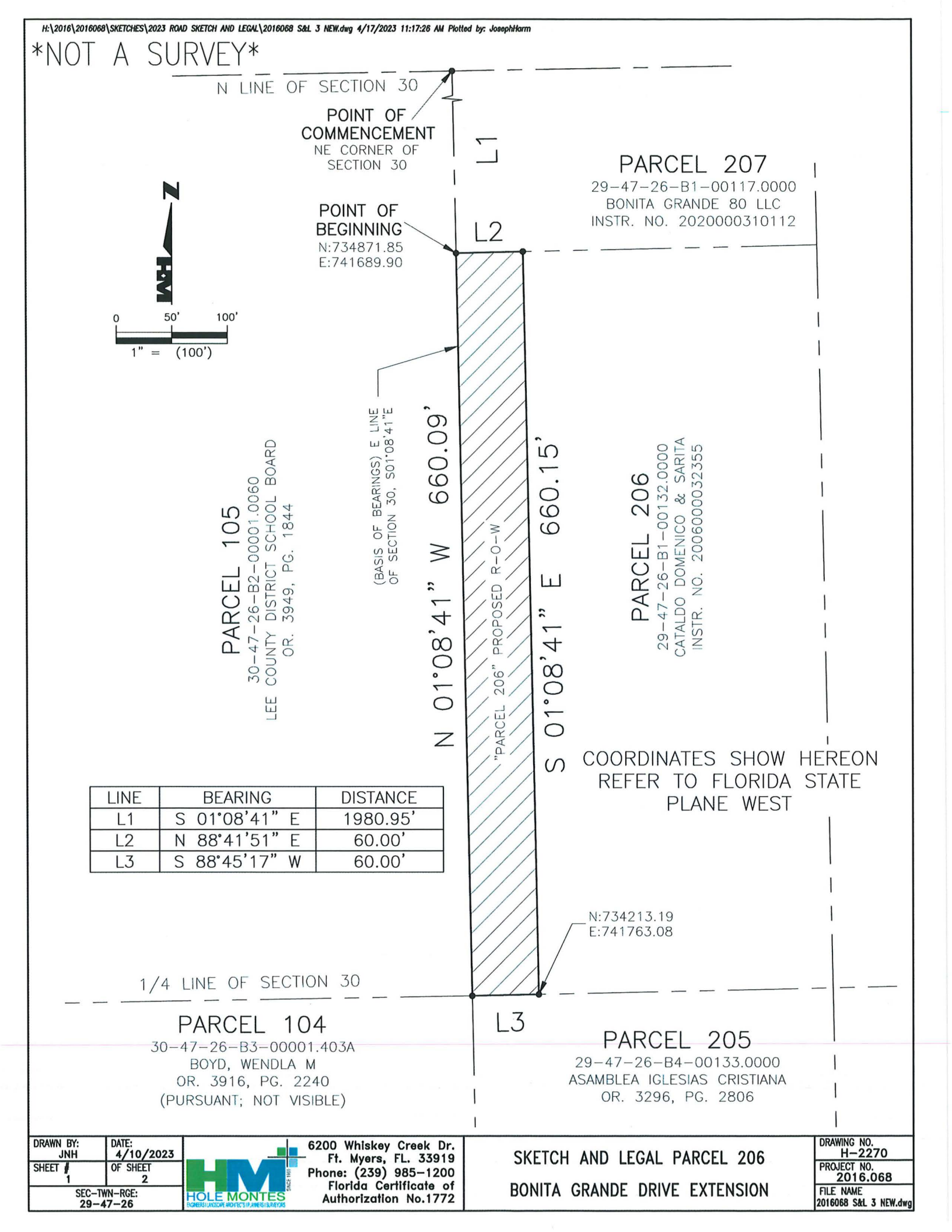
Date Filed With City Clerk: _____

Schedule I

Parcel 206

H:\2016\2016068\SKETCHES\2023 ROAD SKETCH AND LEGAL\2016068 S&L 3 NEW.dwg 4/17/2023 11:17:26 AM Plotted by: JosephHarm

NOT A SURVEY



LINE	BEARING	DISTANCE
L1	S 01°08'41" E	1980.95'
L2	N 88°41'51" E	60.00'
L3	S 88°45'17" W	60.00'

DRAWN BY: JNH	DATE: 4/10/2023	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 1	OF SHEET 2	SKETCH AND LEGAL PARCEL 206 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS		FILE NAME 2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

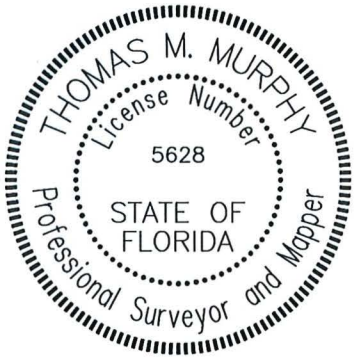
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, S01°08'41"E FOR A DISTANCE OF 1980.95 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'51"E FOR A DISTANCE OF 60.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 660.15 FEET; THENCE RUN S88°45'17"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE RUN ALONG THE SAID EAST LINE N01°08'41"W FOR A DISTANCE OF 660.09 FEET, TO THE POINT OF BEGINNING.

CONTAINING 39607.96 SQUARE FEET OR 0.91 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 206 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2				PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26					FILE NAME 2016068 S&L 3 NEW.dwg

BG MINE, LLC
SETTLEMENT IMPLEMENTATION AGREEMENT

THIS SETTLEMENT IMPLEMENTATION AGREEMENT (this "**Agreement**") is entered into this ____ day of _____ 2023, by and between the **CITY OF BONITA SPRINGS,** a municipal corporation under the laws of Florida, having its principal office at 9101 Bonita Beach Road, Bonita Springs, Florida 34135 ("**City**"), and **BG MINE, LLC**, a Florida limited liability companies, whose address is 4601 Garden Point Trail Wellington, Florida 33414 ("**BGM**") (collectively the "**Parties**").

WHEREAS, the Parties entered into a Settlement Agreement on December 4, 2019, which directly or indirectly related to the "Property" of BGM, described in the Settlement Agreement, as amended by the First Amendment on July 1, 2020. Under the terms of the Settlement Agreement i) BGM is obligated to provide the City with public roadway access to the City's planned public recreation area, known as the "Lake Park," located on the north end of the BGM Property, as well as to the Residential Planned Development ("**RPD**") proposed on said Property, and ii) the City is obligated to cooperate with BGM, to the extent permitted by law, in the efforts to provide the public roadway access; and

WHEREAS, the Parties entered into a "Facilitation Agreement" dated July 8, 2022, which established a "Roadway Escrow Account" as a funding mechanism for costs related to a professional route study and other steps necessary to complete the Parties' mutual obligations concerning the provision of the public roadway access to the City's Lake Park and the RPD; and

WHEREAS, on March 1, 2023, the City approved the Bonita Grande Drive Extension Route Study Report and its recommendation of Alternate 4 as an appropriate route for the public roadway access to the City's Lake Park and RPD; and

WHEREAS, the City approved Resolutions # _____ thru _____ on _____, 2023 which authorized obtaining the necessary right-of-way through eminent domain for the public roadway access to the City's Lake Park and RPD; and

WHEREAS, BGM wants to pursue development of the RPD which includes development of a portion of the public roadway access to the City's Lake Park and RPD ("**Bonita Grande Extension**"); and

WHEREAS, conveyance of the Lake Park as provided in the Settlement Agreement has not yet occurred in order to complete excavation of the adjacent lake and more accurately define the boundaries of the Lake Park is hereby acknowledged and provided for pursuant to the terms herein; and

WHEREAS, the City is permitted to enter into this Settlement Implementation Agreement under its home rule powers; and

NOW THEREFORE, for and in consideration of the terms set forth below, the parties to this Agreement agree to the following:

1. Funding for ROW. Per the Facilitation Agreement, BGM will deposit additional funds into the Roadway Escrow Account as necessary to complete the eminent domain process referenced herein above or acquisitions related to any voluntary mediated agreement to acquire the necessary right-of-way. The costs to be funded include, but are not limited to, legal services, title searches and title policies, appraisals, engineering and surveying expenses, right-of-way acquisition costs, and court escrows.

2. Development of Bonita Grande Extension.

    a. The City does hereby approve the preliminary plans and specifications for the Bonita Grande Drive Extension (the "**Plans**") attached as **Exhibit "A"** subject to issuance of a final development order by the City. The Plans are in accordance with the requirements of the City of Bonita Springs Land Development Code (LDC) and the RPD and are subject to review and approval by the applicable government agencies prior to the initiation of construction. The Plans include roadway access, drainage outfall and utilities to service the RPD and the Lake Park.

    b. BGM, at its sole cost and expense, may secure permits and other required governmental authorization for construction of the Phase One portion of the Bonita Grande Drive Extension (the "**Improvements**") in accordance with the Phase One portion of the roadway shown on the Plans. The City shall cooperate with BGM with the permit submittals including, without limitation, signing application documents as owner of the land that will be used for the Improvements. Any material design changes to the Plans necessary to obtain the permit approvals shall be subject to City's approval.

    c. BGM, at its sole cost and expense, may construct the Improvements in accordance with the approved Plans and applicable governmental permits. BGM shall diligently pursue completion of the Improvements, but in the event construction of the Improvements has not been completed within six (6) years from the Effective Date of this Agreement, either party shall have the right to unilaterally terminate this Agreement in writing with prior written notice to the other party and the parties shall thereby be released from any liability or obligation under this Agreement but not the Settlement Agreement or its amendments. If substantial work has been initiated on the Improvements, the Agreement can only be terminated with the mutual written agreement of the Parties.

3. Dedication of Land and Easements.

    a. BGM and its affiliates shall execute a warranty deed conveying an unencumbered parcel of land (the "**Pond Parcel**") to or for the benefit of the City in a form acceptable to the City, and as more specifically described in **Exhibit "B"** hereto for the use and benefit of the City for the sole purpose of providing the stormwater management treatment and attenuation necessary for

the Improvements. The conveyance of the Pond Parcel shall be at no cost to the City and completed after all permit approvals have been granted for the Improvements, but no later than three (3) years from the Effective Date of this Agreement.

b. BGM agrees to accept stormwater runoff from a portion of the Bonita Grande Drive Extension into the RPD for stormwater storage and treatment. A non-exclusive drainage and access easement over the RPD property will be granted, at no cost to the City, prior to permitting for the Bonita Grande Drive Extension, but no later than three (3) years from the Effective Date of this Agreement. At that time, BGM will grant to the City the right and authority, but not the obligation or cost, to maintain that portion of the surface water management system within the RPD Area, including the right to enter upon BGM's lands, so that it may continuously accommodate the surface water storage and flow required by the Bonita Grande Drive Extension.

c. BGM and its affiliates shall execute warranty deeds conveying unencumbered parcel of lands (the "**ROW Parcels**") to or for the benefit of the City in the form acceptable to the City and as more specifically described in **Exhibit "C"** hereto for the use and benefit of the City for the sole purpose of providing a portion of the required right-of-way for the Plans. The conveyance of the ROW Parcels shall be at no cost to the City and completed after all permit approvals have been granted for the Improvements, but no later than three (3) years from the Effective Date of this Agreement.

d. Consistent with the terms of the Settlement Agreement, BGM and its affiliates shall execute a warranty deed conveying the Lake Park as an unencumbered parcel of land to or for the benefit of the City in the form acceptable to the City for the use and benefit of the City for the sole purpose of a public park as defined in the City Zoning Ordinance No. 20-02. The Lake Park land will be identified on the initial plat for the RPD (the "**Plat**") as part of the first Development Order for the RPD and shown as being dedicated to the City. The ownership conveyance of the Lake Park land shall be at no cost to the City and completed within two (2) years after the Plat has been recorded, but no later than three (3) years from the Effective Date of this Agreement.

4. Maintenance Responsibility. Upon completion of construction, the Improvements will be operated, repaired and maintained, at no cost to the City, by either: (i) the RPD master association (the "**Association**"); or (ii) a community development district ("**CDD**"). The City reserves the right and authority, but not the obligation or cost, to maintain the Improvements, including the right to enter upon the RPD property, so that it may continuously accommodate the Bonita Grande Drive Extension.

5. Future Improvements. The City will be responsible for all costs associated with the Phase Two portion of the Bonita Grande Drive Extension in accordance with and shown on the Plans, including but not limited to permitting, construction and

maintenance. All other improvements to the Bonita Grande Drive Extension not associated with the RPD or the Improvements will be the responsibility of other landowners. Such landowners will be responsible for all costs for any additional land for right-of-way or drainage, if required and subject to the above reimbursement condition if applicable. In the event Bonita Grande Extension becomes part of a regional arterial roadway facility, the governmental entity responsible for such improvements will assume all maintenance responsibility for the improved roadway.

6. Indemnification and Insurance. Prior to commencement of construction for the Improvements, BGM shall provide or cause to provide a certificate(s) of insurance confirming that BGM shall (i) maintain commercial general liability insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence coverage and Two Million Dollars ($2,000,000.00) in aggregate coverage, 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 BGM's activities as contemplated herein, naming the City as additional insured on a primary basis, and (ii) umbrella coverage of no less than Five Million Dollars ($5,000,000.00). BGM shall also provide the City with proof of worker's compensation insurance as required by applicable law and commercial automobile insurance providing a minimum of One Million Dollars ($1,000,000.00) in liability coverage and shall include "non owned and hired coverage", if applicable. BGM shall further provide the City with a waiver of subrogation for the aforementioned general liability (including the above-stated bodily injury and property damage liability), 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 the City as set forth in Section 9 hereof, and (ii) provide that the applicable policies shall not be cancelled without thirty (30) days advance written notice to the City. BGM shall indemnify, defend and hold the City 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 City's property by BGM, or its contractors, subcontractors or authorized agents.

7. Effect of Agreement. The failure of the Agreement to address a particular permit, condition, term or restriction, does not relieve BGM of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions.

8. Duration of Agreement. This Agreement will be effective upon execution of all parties and will continue in force in perpetuity.

9. Notice. All Notices required by this Agreement shall be provided in writing or email. All notices shall be provided to the parties at the address set forth below:

   Arleen Hunter

City of Bonita Springs
9101 Bonita Springs Road
Bonita Springs, FL 34135
arleen.hunter@cityofbonitasprings.org

Derek Rooney
Gray Robinson
1404 Dean Street
Fort Myers, FL 33901
derek.rooney@gray-robinson.com

Ned Dewhirst
Oakbrook Properties, Inc.
6200 Whiskey Creek Drive
Fort Myers, Florida 33919
ndewhirst@oakbrookco.com

Joyce McArdle
Oakbrook Properties, Inc.
4601 Garden Point Trail
Wellington, Florida 33414
jmcardle@oakbrookco.com

Should the entity entitled to receive notice change, written notice must be sent to the other Party providing the name and address of the new entity that is to receive notice.

10. Amendment of Agreement. This Agreement may be amended by mutual consent of the Parties or by their successors in interest. If State or Federal laws are enacted after the execution of this Agreement that are applicable to and preclude the Parties' compliance with the terms of the Agreement, the Agreement will be modified as necessary to comply with the relevant State or Federal laws after a public hearing.

11. Time Extensions. Except as otherwise provided herein, extensions of the time of performance of any time-certain commitment in this Agreement may be granted.

12. Assignment. BGM may assign the benefit and obligations of this Agreement to a third party. Assignments must be in writing, with two witnesses and notarized. Written evidence of assignment must be provided to the City. The City will provide written acknowledgment of the assignment to the parties identified in the notice section.

13. Severability. If any part, term, or provision of this Agreement is found by a court of competent jurisdiction to be illegal, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

14. Binding Effect. All terms, conditions, responsibilities, duties, promises and obligations of the Parties are binding upon the Parties, their successors, and assigns.

15. Recordation in Public Records and Effective Date. The City will record this Agreement with the Clerk of the Circuit Court promptly after the Mayor's signature, but in no event later than fourteen (14) days of its execution. This Agreement is not effective until it is properly recorded in the public records of Lee County.

IN WITNESS WHEREOF, the undersigned have executed this Agreement below on _____, 2023.

BG Mine, LLC, a Florida limited liability company,

By: OBPFL-BG MINE, LLC, a Florida limited liability company

By: Oakbrook Properties, Inc., a Delaware corporation

_____
Ned Dewhirst, SR VP

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by _____, as Manager of BG Mine, LLC, on behalf of said entity. Said person (check one) ___ is personally known to me or ___ produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State of _____
Commission No. _____
My commission expires: _____

City of Bonita Springs, Florida

ATTEST: Michael J. Sheffield, Clerk

By: _____ _____
Clerk Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office

COMPONENTS OF CONTRACT PLANS SET
ROADWAY CONSTRUCTION PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	AERIAL
3	TYPICAL SECTIONS
4	LAYOUT SHEET
5	MASTER DRAINAGE MAP
5A	DRAINAGE MAP-PHASE 1- BASIN 1
6	DRAINAGE MAP-PHASE 1- BASIN 2
7	DRAINAGE MAP-PHASE 2- BASIN 3
7A	FLOODPLAIN COMPENSATION
8	GENERAL NOTES
9-35	PLAN AND PROFILE
36	BONITA GRANDE & EAST TERRY INTERSECTION IMPROVEMENTS
37	STORMWATER FACILITY DETAILS & SECTIONS
38	DETAILS
39	STORMWATER POLLUTION PREVENTION PLAN-PHASE 1
40	STORMWATER POLLUTION PREVENTION PLAN-PHASE 2
41	STORMWATER POLLUTION PREVENTION DETAILS

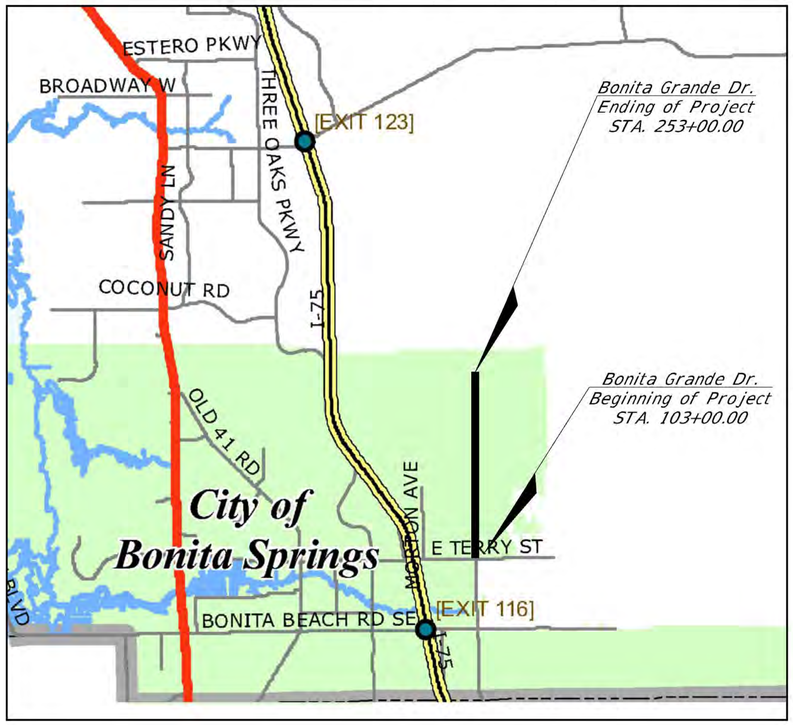
SUPPLEMENTAL EXHIBITS:

RIGHT-OF-WAY SURVEY

S.F.W.M.D.

CONCEPTUAL SUBMITTAL
BONITA GRANDE DRIVE

PHASE 1-EAST TERRY ST. TO RPD ENTRANCE
PHASE 2-RPD ENTRANCE TO PARK SITE





RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339

DATE:

PLANS PREPARED BY:

HOLE MONTES
ENGINEERS·PLANNERS·SURVEYORS

6200 Whiskey Creek Dr.
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

The Standard Plans for Road Construction and associated IRs are avaliable at the following website:
http://www.fdot.gov/design/standardplans

APPLICABLE IRs:

Standard Plans for Bridge Construction are included in the Structural Plans Components.

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, Jan 2023 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/implemented/SpecBooks

REVISIONS:

STRAP NUMBERS:

30-47-26-B3-00001.0000
30-47-26-B3-00001.4010
30-47-26-B3-00001.4030
30-47-26-B3-00001.403A
30-47-26-B2-00001.0060
19-47-26-B3-00001.1030
19-47-26-B2-00001.1010
18-47-26-B3-00001.0010
18-47-26-B3-00001.0020
18-47-26-B2-00001.1000
29-47-26-B4-00164.0000
29-47-26-B4-00133.0000
29-47-26-B1-00132.0000
29-47-26-B1-00117.0000
29-47-26-B1-00117.0010
29-47-26-B1-00113.0000
29-47-26-B1-00101.0000
20-47-26-B1-00001.0000

07/2023

FISCAL YEAR	SHEET NO.
23	1



MATCH LINE SEE BELOW

HM Z

0 100 200

SCALE: 1"=200.0'

PHASE 1 PHASE 2



MATCH LINE SEE ABOVE

MATCH LINE SEE BELOW



MATCH LINE SEE ABOVE

H:\2016\2016068A\DWG\MASTERPLAN\Master-Bonita Grande Dr\2016068 Baseding Tab Aerial Jul 20, 2023 - 8:26am Plotted by: KevinPayne

NUMBER	REVISIONS	DATE
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

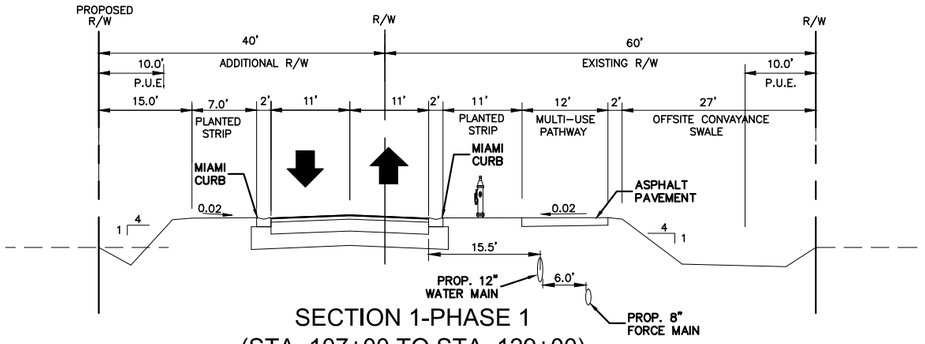
DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: N/A	HORIZONTAL SCALE: 1"=200.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

AERIAL

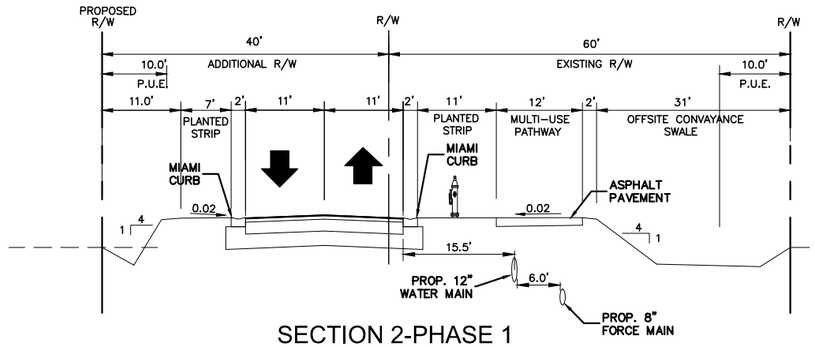
PROJECT NO.	DRAWING NO.
2016.068	–
	SHEET NO. 2



SECTION 1-PHASE 1
(STA. 107+00 TO STA. 129+00)
TYPICAL SECTION

FRICTION COURSE 1" TYPE S-3
STRUCTURAL COURSE 1.5" TYPE S-1
LIMEROCK BASE 8"
STABILIZED SUBGRADE 12"

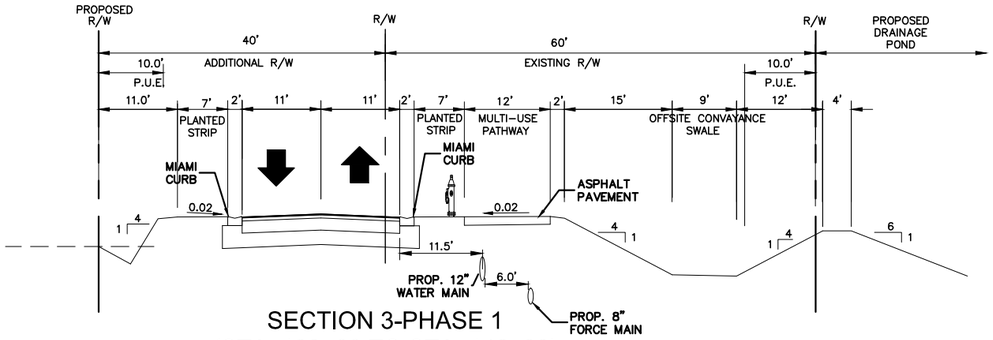
N.T.S.



SECTION 2-PHASE 1
(STA. 129+00 TO STA. 139+00)
TYPICAL SECTION

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STRUCTURAL COURSE 1.5" TYPE S-1
LIMEROCK BASE 8"
STABILIZED SUBGRADE 12"

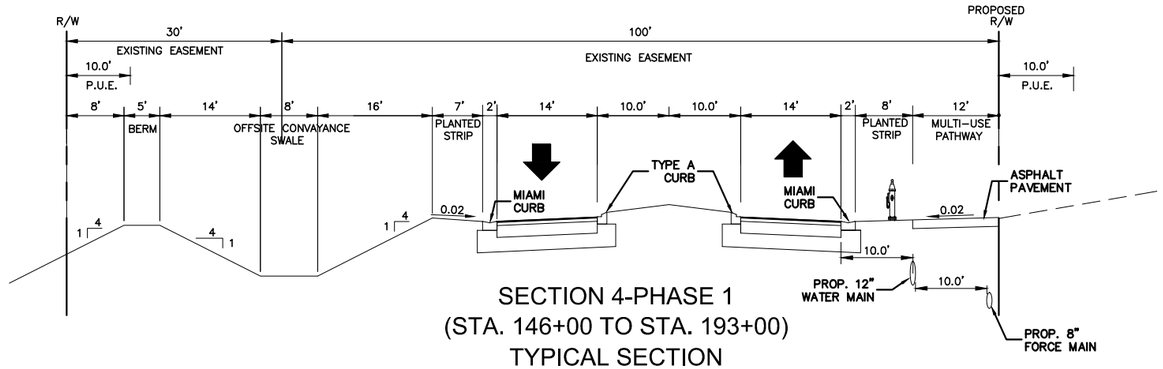
N.T.S.



SECTION 3-PHASE 1
(STA. 139+00 TO STA. 146+00)
TYPICAL SECTION

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STRUCTURAL COURSE 1.5" TYPE S-1
LIMEROCK BASE 8"
STABILIZED SUBGRADE 12"

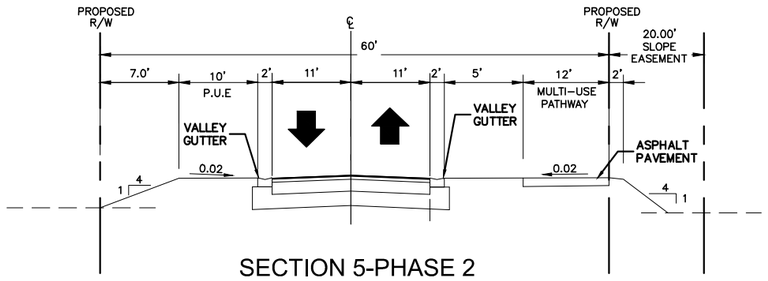
N.T.S.



SECTION 4-PHASE 1
(STA. 146+00 TO STA. 193+00)
TYPICAL SECTION

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STRUCTURAL COURSE 1.5" TYPE S-1
LIMEROCK BASE 8"
STABILIZED SUBGRADE 12"

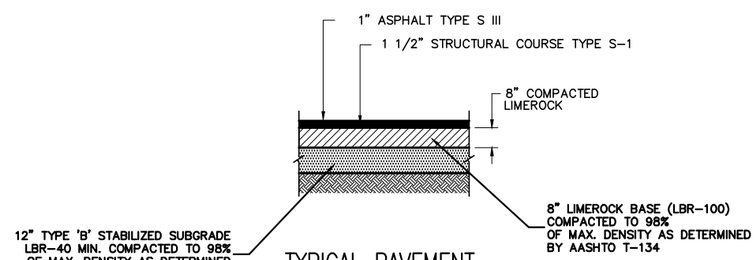
N.T.S.



SECTION 5-PHASE 2
(STA. 193+00 TO STA. 253+00)
TYPICAL SECTION NORTH

FRICTION COURSE 1" TYPE S-3
STRUCTURAL COURSE 1.5" TYPE S-1
LIMEROCK BASE 8"
STABILIZED SUBGRADE 12"

N.T.S.



TYPICAL PAVEMENT SECTION

N.T.S.

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE
LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: NONE	HORIZONTAL SCALE: NONE		

HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

TYPICAL SECTIONS

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	3

SEE SHEET 9 | SEE SHEET 10 | SEE SHEET 11 | SEE SHEET 12 | SEE SHEET 13

BEGINING OF PROJECT STATION 103+00.00

MATCH LINE SEE STA. 132+00 BELOW

HM

100 50 0 100

1"=100'

SEE SHEET 14 | SEE SHEET 15 | SEE SHEET 16 | SEE SHEET 17 | SEE SHEET 18

MATCH LINE SEE STA. 132+00 ABOVE

MATCH LINE SEE STA. 161+00 BELOW

SEE SHEET 19 | SEE SHEET 20 | SEE SHEET 21 | SEE SHEET 22 | SEE SHEET 23 | SEE SHEET 24

MATCH LINE SEE STA. 161+00 ABOVE

MATCH LINE SEE STA. 0+00 BELOW

PHASE 1 PHASE 2

SEE SHEET 25 | SEE SHEET 26 | SEE SHEET 27 | SEE SHEET 28 | SEE SHEET 29

MATCH LINE SEE STA. 0+00 ABOVE

EXISTING CONSERVATION EASEMENT

MATCH LINE SEE STA. 29+00 BELOW

SEE SHEET 30 | SEE SHEET 31 | SEE SHEET 32 | SEE SHEET 33 | SEE SHEET 34 | SEE SHEET 35

MATCH LINE SEE STA. 29+00 ABOVE

EXISTING CONSERVATION EASEMENT

EXISTING CONSERVATION EASEMENT

PARK SITE - END OF PROJECT

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: NONE	HORIZONTAL SCALE: 1"=100.0'		

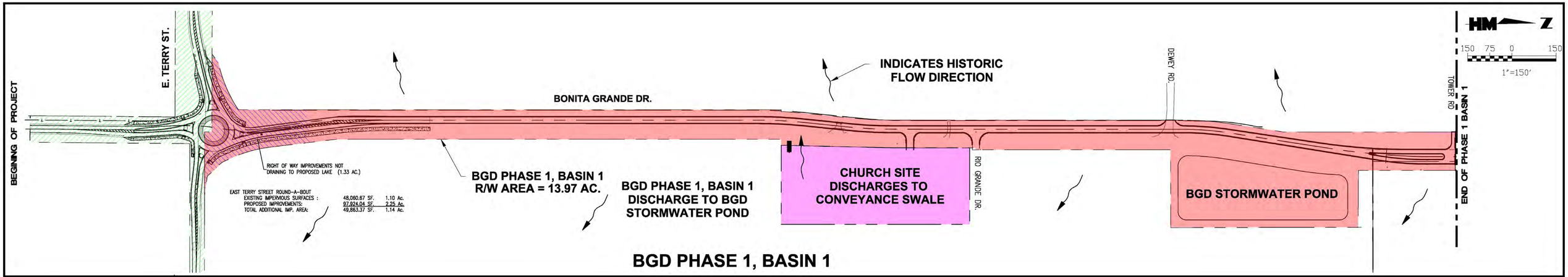
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
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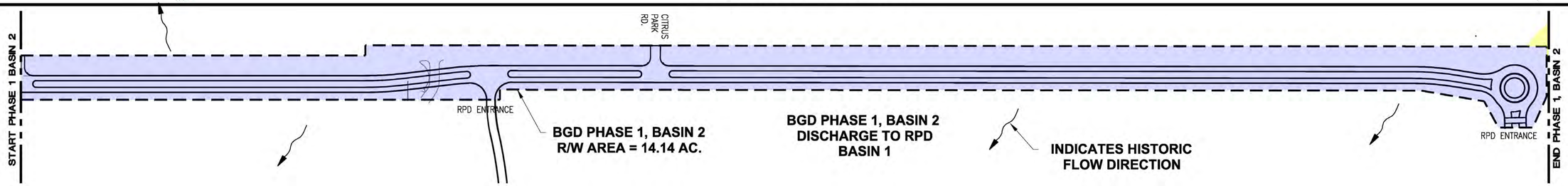
LAYOUT SHEET

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	4

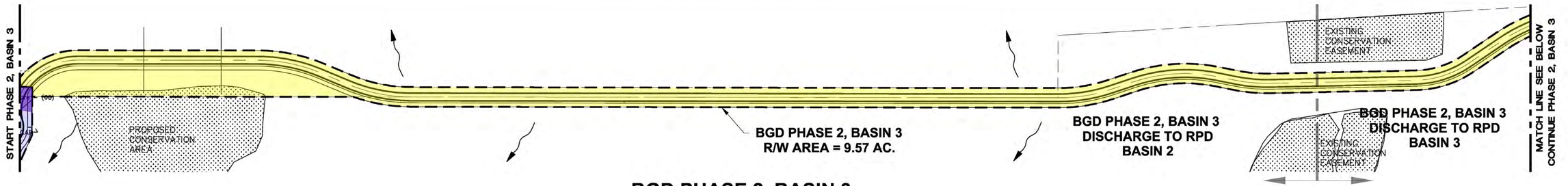
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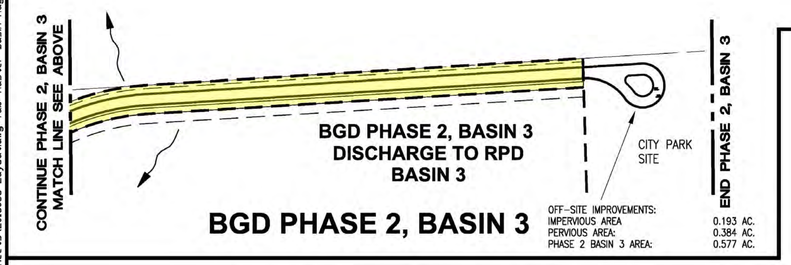
BGD PHASE 1, BASIN 1



BGD PHASE 1, BASIN 2



BGD PHASE 2, BASIN 3



BGD PHASE 2, BASIN 3

PROPOSED RIGHT-OF-WAY FROM E. TERRY ST. TO CITY PARK SITE INCLUDING LAKE IS 37.69 AC.

THE STORMWATER RUNOFF FROM THE ROADWAY PHASE 1 – BASIN 2 AND PHASE 2 – BASIN 3 IS INCORPORATED INTO THE RPD STORMWATER SYSTEM. WATER QUALITY AND ATTENUATION IS PROVIDED WITHIN THE RPD LAKE SYSTEM

BGD WET DETENTION SYSTEM DATA:

STORMWATER SUMMARY BONITA GRANDE DRIVE PHASE 1, BASIN 1

LAND COVER BREAKDOWN

IMPERVIOUS AREA	3.73 AC.	44.51 %
PERVIOUS	2.21 AC.	26.37 %
LAKE	2.44 AC.	29.12 %
TOTAL (BASIN AREA)	8.38 AC.	100.0 %
R/W FLOW WAY (PERVIOUS)	4.27 AC.	33.65 %
TOTAL RIGHT-OF-WAY	12.65 AC.	

DRAINAGE DESIGN MODEL RESULTS
LAKE CONTROL ELEVATION 13.30 NAVD
5 YEAR DESIGN HIGH WATER EL.= 13.92 NAVD
10 YEAR DESIGN HIGH WATER EL.= 14.09 NAVD
(MINIMUM PAVEMENT CENTERLINE EL. = 15.35' NAVD)
25 YEAR DESIGH HIGH WATER EL. = 14.68' NAVD
(MINIMUM PERIMETER BERM EL. = 15.50' NAVD)

STORMWATER SUMMARY BONITA GRANDE DRIVE PHASE 1, BASIN II

LAND COVER BREAKDOWN

R/W AREA NORTH	14.14 Ac.	
PROPOSED IMPERMOUS AREA	5.25 Ac.	35.43%
PROPOSED PERVIOUS AREA	3.49 Ac.	
PROPOSED FLOW WAY	5.40 Ac.	
LAKE CONTROL ELEVATION	13.80 NAVD	

RPD DESIGN CRITERIA – RPD BASIN 1
MIMIMUM ROAD ELEVATION BASED ON 2.0' ABOVE
CONTROL ELEVATION OF LAKE:
LAKE CONTROL EL. = 13.80 NAVD, MIM ROAD REQUIRED EL. = 15.80 NAVD
MINIMUM BERM ELEV.= 16.47 NAVD
REFER TO MORRIS DEPEW PLANS AND CALCULATIONS REGARDING RPD ON-SITE DEVELOPMENT

STORMWATER SUMMARY BONITA GRANDE DRIVE PHASE 2, BASIN III

LAND COVER BREAKDOWN

RIGHT-OF-WAY	9.57 AC.	
IMPERVIOUS AREA	5.11 AC.	53.40 %
PERVIOUS	2.85 AC.	29.78 %
FLOW WAY	1.61 AC.	16.82 %
TOTAL	9.57 AC.	100.00 %

DRAINAGE TO RPD BASIN 2
SOUTH ROAD SUBBASIN 1 THRU SUBBASIN 18

MIMIMUM ROAD ELEVATION BASED ON 2.0' ABOVE
CONTROL ELEVATION OF LAKE:
LAKE CONTROL EL. = 14.30 NAVD, MIM ROAD REQUIRED EL. = 16.30 NAVD
MINIMUM BERM ELEV. = 16.41 NAVD
REFER TO MORRIS DEPEW PLANS AND CALCULATIONS REGARDING RPD ON-SITE DEVELOPMENT

PROJECT SUMMARY:

LAND COVER BREAKDOWN

OVERALL RIGHT OF WAY AREA:	37.69 AC.	
R/W OUTSIDE BASIN BOUNDARY:	1.33 AC.	
R/W AREA WITHIN BASIN BOUNDARY:	36.36 AC.	
R/W AREA:	36.36 AC.	100.00 %
IMPERVIOUS AREA	14.09 AC.	38.76 %
PERVIOUS	8.55 AC.	23.52 %
LAKE	2.44 AC.	6.71 %
R/W FLOW WAY	11.28 AC.	31.01 %
TOTAL	36.36 AC.	100.0 %

DRAINAGE TO RPD BASIN 3
NORTH ROAD SUBBASIN 19 THRU SUBBASIN 26

MIMIMUM ROAD ELEVATION BASED ON 2.0' ABOVE
CONTROL ELEVATION OF LAKE:
LAKE CONTROL EL. = 14.80 NAVD, MIM ROAD REQUIRED EL. = 16.80 NAVD
MINIMUM PERIMETER BERM EL. = 16.31 NAVD
REFER TO MORRIS DEPEW PLANS AND CALCULATIONS REGARDING RPD ON-SITE DEVELOPMENT

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	NONE	HORIZONTAL SCALE:	1"=150.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

MASTER DRAINAGE MAP

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016.068	5

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NET INCREASE OF IMPERVIOUS OF 1.145 AC. FOR ROUND-A-BOUT, COMPENSATING VOLUME IS PROVIDED IN LAKE WATER QUALITY TREATMENT STORAGE.

BASIN E0276

DISCHARGE TO COUNTY SWALE WEST SIDE OF BONITA GRANDE DR.

EAST TERRY STREET

EXISTING CITY SWALE (NODE RED272)

BONITA GRANDE DR.

EXISTING CITY SWALE (NODE RED275)

DISCHARGE TO COUNTY SWALE EAST SIDE OF BONITA GRANDE DR.

OFFSITE
R/W AREA = 4.644 AC.
IMP. AREA = 2.25 AC.
PERV. AREA = 2.39 AC.

(ADDITIONAL IMP. = 1.145 AC.

BASIN E0278

EXTEND EXISTING

STR. 1 (BASIN 1)
R/W AREA = 0.296 AC.
IMP. AREA = 0.127 AC.
PERV. AREA = 0.072 AC.
FLOW WAY = 0.097 AC.

BASIN E0285

BONITA GRANDE BASIN BOUNDARY LINE

STR. 2 (BASIN 2)
R/W AREA = 0.432 AC.
IMP. AREA = 0.214 AC.
PERV. AREA = 0.078 AC.
FLOW WAY = 0.140 AC.

PROPOSED (2) 24" RCP PIPES

PROPOSED BONITA GRANDE OUTFALL SWALE/ OFFSITE DIVERSION SWALE (9.0' FLAT BOTTOM SWALE)

PROPOSED (2) 24" RCP PIPES

BASIN E0277

STR. 4 (BASIN 4)
R/W AREA = 0.306 AC.
IMP. AREA = 0.115 AC.
PERV. AREA = 0.113 AC.
FLOW WAY = 0.078 AC.

STR. 5 (BASIN 5)
R/W AREA = 0.568 AC.
IMP. AREA = 0.222 AC.
PERV. AREA = 0.094 AC.
FLOW WAY = 0.252 AC.

BONITA GRANDE BASIN BOUNDARY LINE

BONITA GRANDE DRIVE

STR. 6 (BASIN 6)
JUNCTION ONLY

STR. 7 (BASIN 7)
R/W AREA = 0.402 AC.
IMP. AREA = 0.149 AC.
PERV. AREA = 0.126 AC.
FLOW WAY = 0.127 AC.

PROPOSED (2) 24" RCP PIPES

STR. 8 (BASIN 8)
R/W AREA = 0.745 AC.
IMP. AREA = 0.303 AC.
PERV. AREA = 0.133 AC.
FLOW WAY = 0.309 AC.

MATCH LINE SEE STATION 120+00.00 BELOW

MATCH LINE SEE STATION 120+00.00 ABOVE

BASIN E0286

STR. 10 (BASIN 10)
R/W AREA = 0.414 AC.
IMP. AREA = 0.157 AC.
PERV. AREA = 0.133 AC.
FLOW WAY = 0.124 AC.

BONITA GRANDE BASIN BOUNDARY LINE

STR. 9 (BASIN 9)
JUNCTION ONLY

STR. 11 (BASIN 11)
R/W AREA = 0.815 AC.
IMP. AREA = 0.300 AC.
PERV. AREA = 0.132 AC.
FLOW WAY = 0.383 AC.

BASIN E0277

OUTFALL PIPE FROM EXISTING CHURCH STORMWATER FACILITY

PROPOSED BONITA GRANDE OUTFALL SWALE/ OFFSITE DIVERSION SWALE (9.0' FLAT BOTTOM SWALE)

STR. 12 (BASIN 12)
JUNCTION ONLY

STR. 13 (BASIN 13)
R/W AREA = 0.390 AC.
IMP. AREA = 0.174 AC.
PERV. AREA = 0.103 AC.
FLOW WAY = 0.113 AC.

PROPOSED (2) 24" RCP PIPES

STR. 14 (BASIN 14)
R/W AREA = 0.827 AC.
IMP. AREA = 0.368 AC.
PERV. AREA = 0.119 AC.
FLOW WAY = 0.340 AC.

PROPOSED (2) 24" RCP PIPES

STR. 15 (BASIN 15)
JUNCTION ONLY

STR. 16 (BASIN 16)
R/W AREA = 0.470 AC.
IMP. AREA = 0.208 AC.
PERV. AREA = 0.100 AC.
FLOW WAY = 0.162 AC.

BASIN E0286

STR. 17 (BASIN 17)
R/W AREA = 1.045 AC.
IMP. AREA = 0.400 AC.
PERV. AREA = 0.158 AC.
FLOW WAY = 0.487 AC.

BASIN E0277

MATCH LINE SEE STATION 136+50.00 BELOW

MATCH LINE SEE STATION 136+50.00 ABOVE

STR. 18 (BASIN 18)
JUNCTION ONLY

STR. 19 (BASIN 19)
R/W AREA = 0.412 AC.
IMP. AREA = 0.170 AC.
PERV. AREA = 0.086 AC.
FLOW WAY = 0.156 AC.

2-24" RCP OUTFALL FROM BONITA GRAND RPD

PROPOSED BONITA GRAND RPD OUTFALL SWALE/ OFFSITE DIVERSION SWALE (8.0' FLAT BOTTOM SWALE)

STR. 21 (BASIN 21)
R/W AREA = 0.780 AC.
IMP. AREA = 0.206 AC.
PERV. AREA = 0.105 AC.
FLOW WAY = 0.469 AC.

BONITA GRAND DRIVE

LIMITS OF BONITA GRAND DRIVE ONSITE STORMWATER WATER MANAGEMENT SYSTEM

PROPOSED BONITA GRANDE OUTFALL SWALE/ OFFSITE DIVERSION SWALE (9.0' FLAT BOTTOM SWALE)

POND OUTFALL PIPE

CONTROL STRUCTURE FOR BONITA GRAND DRIVE
GRATE EL. = 15.10
3" BLEEDER @ EL.= 13.30
24" DISCHARGE PIPE @ EL. 12.00

DISCHARGE FROM BONITA GRANDE DR. ROADWAY BASIN

STR. 20 (BASIN 20)
R/W AREA = 0.802 AC.
IMP. AREA = 0.299 AC.
PERV. AREA = 0.083 AC.
FLOW WAY = 0.420 AC.

POND INFORMATION
CONTROL EL. 13.30 (2.44 AC.)
WATER QUALITY EL. 13.97
25YR/72HR. DESIGN HIGH EL. 14.92
DISCHARGE 0.23 CFS

STR. 22 (BASIN 22)
R/W AREA = 0.561 AC.
IMP. AREA = 0.322 AC.
PERV. AREA = 0.057 AC.
FLOW WAY = 0.182 AC.

PERIMETER BERM
ELEV. = 15.80 MIN.

POND
R/W AREA = 3.390 AC.
AREA @ CONTROL = 2.44 AC.
PERV. AREA = 0.52 AC.
FLOW WAY = 0.430 AC.

END OF PHASE 1, BASIN I ONSITE STORMWATER REFER TO DRAINAGE BASIN PHASE 1, BASIN 2 FOR BONITA GRAND DRIVE RPD DRAINAGE

NOTE:
ICPR BASIN AND NODE DATA PROVIDED IN CITY OF BONITA SPRINGS PHASE 1 STORMWATER MASTER PLAN SPECIFICALLY IMPERIAL RIVER WATERSHED

R/W LINE

BASIN LINE

STORMWATER SUMMARY BONITA GRANDE DRIVE BASIN 1

LAND COVER BREAKDOWN

IMPERVIOUS AREA	3.73 AC.	29.53 %
PERVIOUS	2.21 AC.	17.50 %
LAKE	2.44 AC.	19.32 %
R/W FLOW WAY	4.27 AC.	33.65 %
TOTAL (RIGHT-OF-WAY)	12.65 AC.	100.0 %

EAST TERRY INTERSECTION IMPROVEMENTS: (OFF-SITE)

EXISTING IMPERVIOUS SURFACES :	48,060.67 SF.	1.10 Ac.
PROPOSED IMPROVEMENTS:	92,924.04 SF.	2.25 Ac.
TOTAL ADDITIONAL IMP. AREA:	49,863.37 SF.	1.14 Ac.

OFF-SITE PERVIOUS AREA:	2.39 AC.	
TOTAL PROJECT AREA	17.28 AC.	109.03 %

ON-SITE PERCENT IMPERVIOUS:

SITE= AREA - LAKE	10.21 AC.
SITE - PERVIOUS	3.73 AC.
IMPERVIOUS/SITE	36.56 %

OFF-SITE PERCENT IMPERVIOUS:

SITE	1.145 AC.
SITE - PERVIOUS	1.145 AC.
IMPERVIOUS/SITE	100.00 %

ON-SITE WATER QUALITY VOLUME CALCULATIONS:

1" OVER ENTIRE SITE	1.05 AC-FT
2.5" X % IMPERVIOUS	0.78 AC-FT
MAXIMUM TREATMENT REQUIREMENT	1.05 AC-FT
IMPARED WATERS ADJUSTMENT	50% ADDITIONAL
TOTAL ON-SITE TREATMENT REQUIRED	1.58 AC-FT

OFF-SITE WATER QUALITY VOLUME CALCULATIONS:

1" OVER ENTIRE SITE	0.10 AC-FT
2.5" X % IMPERVIOUS	0.24 AC-FT
MAXIMUM TREATMENT REQUIREMENT	.24 AC-FT
IMPARED WATERS ADJUSTMENT	50% ADDITIONAL
TOTAL OFF-SITE TREATMENT REQUIRED	0.36 AC-FT

TOTAL WATER QUALITY TREATMENT REQUIRED 1.94 AC-FT

DRAINAGE DESIGN MODEL RESULTS
LAKE CONTROL ELEVATION 13.30 NAVD
5 YEAR DESIGN HIGH WATER EL.= 13.92 NAVD
10 YEAR DESIGN HIGH WATER EL.= 14.09 NAVD
(MINIMUM PAVEMENT CENTERLINE EL. = 15.35' NAVD)
25 YEAR DESIGN HIGH WATER EL. = 14.68' NAVD
(MINIMUM PERIMETER BERM EL. = 15.50' NAVD)

HM Z
0 60 120
SCALE: 1"=60.0'

NUMBER	REVISIONS	DATE
1	DISTRICT COMMENTS	01/07/21
2		
3		
4		
5		

BONITA GRANDE DRIVE
EAST TERRY ST. TO BG MINE RPD ENTRANCE
LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	N/A	HORIZONTAL SCALE:	1"=60.0'

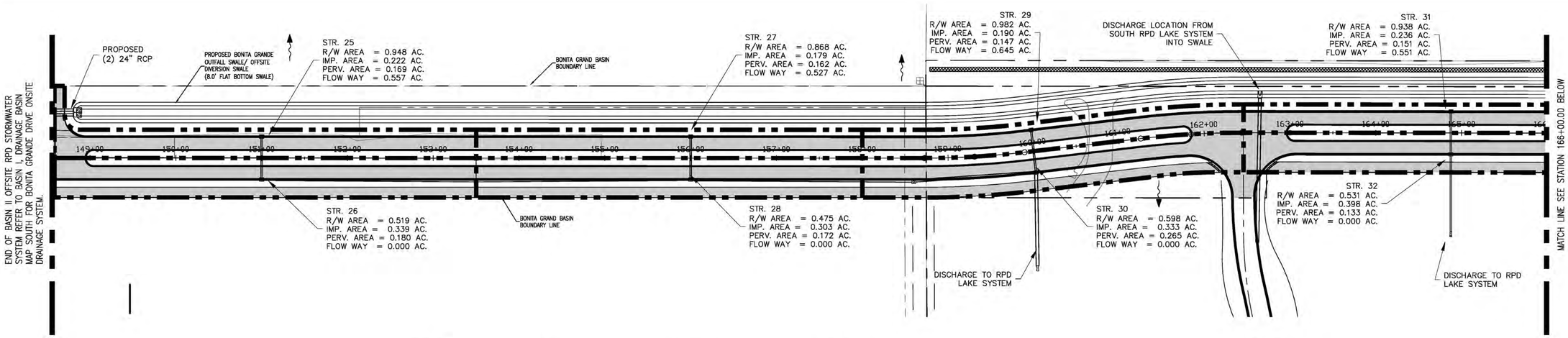
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

DRAINAGE MAP-PHASE 1 BASIN I

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016.068	5A

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HM Z

0 60 120

SCALE: 1"=60.0'

STORMWATER SUMMARY BONITA GRANDE DRIVE PHASE I, BASIN II

LAND COVER BREAKDOWN

R/W AREA NORTH	14.14 Ac.
PROPOSED IMPERVIOUS AREA	5.25 Ac.
PROPOSED PERVIOUS AREA	3.49 Ac.
PROPOSED FLOW WAY	5.40 Ac.
LAKE CONTROL ELEVATION	13.80 NAVD

REQUIRED WATER QUALITY
REFER TO BONITA GRANDE RPD CALCULATION BY MORRIS DEPEW & ASSOC.

MIMIMUM ROAD ELEVATION BASED ON 2.0' ABOVE CONTROL ELEVATION OF LAKE:
LAKE CONTROL EL. = 13.80 NAVD, MIM ROAD REQUIRED EL. = 15.80 NAVD

REFER TO MORRIS DEPEW PLANS AND CALCULATIONS REGARDING RPD ON-SITE DEVELOPMENT

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO BG MINE RPD ENTRANCE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 03/23
DRAWN BY: KLP	DATE: 03/23
CHECKED BY: REB	DATE: 03/23
VERTICAL SCALE: N/A	HORIZONTAL SCALE: 1"=60.0'

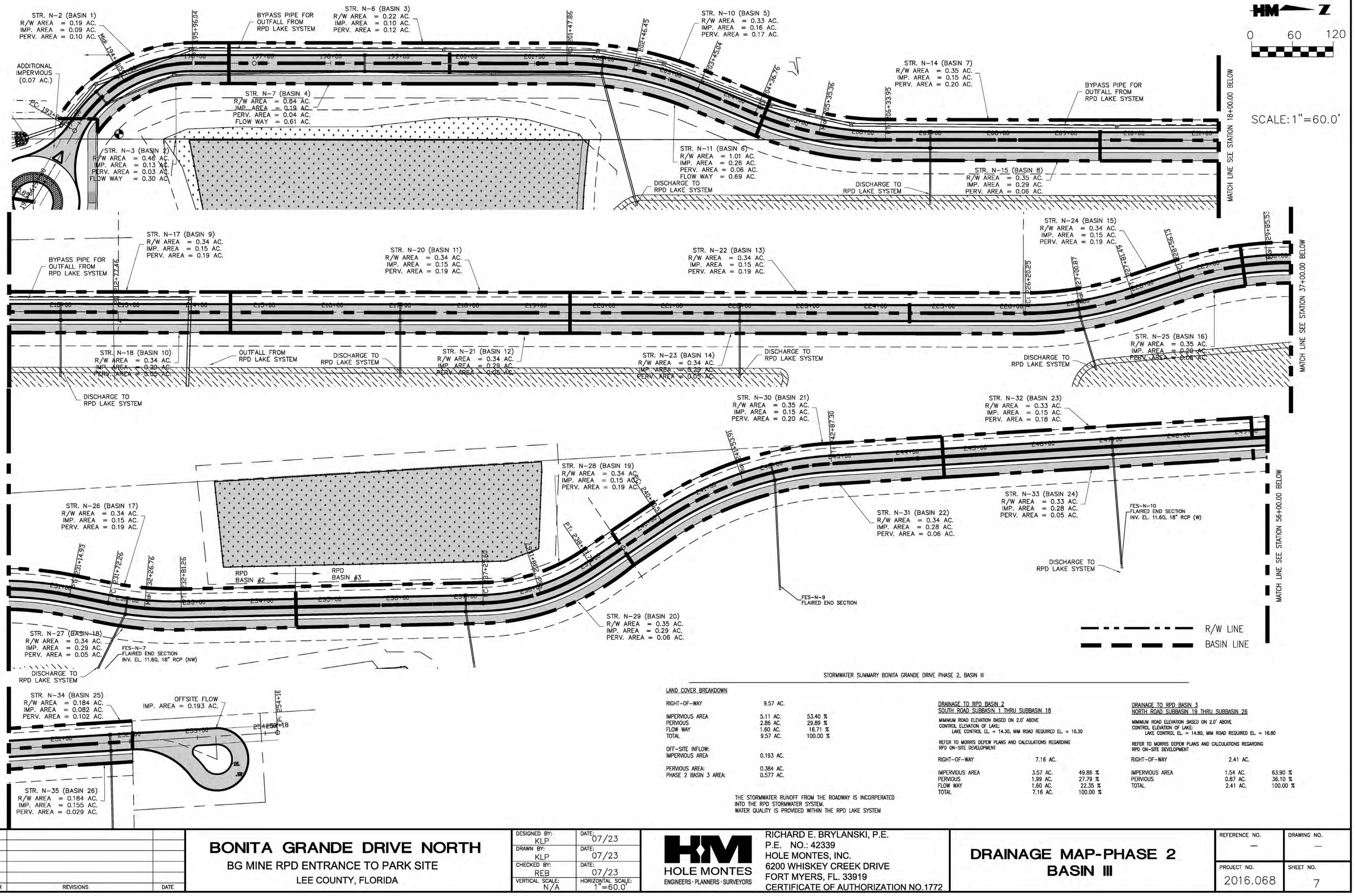
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

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FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

DRAINAGE MAP-PHASE 1 BASIN II

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO. 2016.068	SHEET NO. 6

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STORMWATER SUMMARY BONITA GRANDE DRIVE PHASE 2, BASIN III

LAND COVER BREAKDOWN

RIGHT-OF-WAY	9.57 AC.	
IMPERVIOUS AREA	5.11 AC.	53.40 %
PERVIOUS	2.86 AC.	29.89 %
FLOW WAY	1.60 AC.	16.71 %
TOTAL	9.57 AC.	100.00 %
OFF-SITE INFLOW:		
IMPERVIOUS AREA	0.193 AC.	
PERVIOUS AREA:	0.384 AC.	
PHASE 2 BASIN 3 AREA:	0.577 AC.	

THE STORMWATER RUNOFF FROM THE ROADWAY IS INCORPERATED INTO THE RPD STORMWATER SYSTEM.
WATER QUALITY IS PROVIDED WITHIN THE RPD LAKE SYSTEM

DRAINAGE TO RPD BASIN 2
SOUTH ROAD SUBBASIN 1 THRU SUBBASIN 18

MIMIMUM ROAD ELEVATION BASED ON 2.0' ABOVE CONTROL ELEVATION OF LAKE:
LAKE CONTROL EL. = 14.30, MIM ROAD REQUIRED EL. = 16.30

REFER TO MORRIS DEPEW PLANS AND CALCULATIONS REGARDING RPD ON-SITE DEVELOPMENT

RIGHT-OF-WAY	7.16 AC.	
IMPERVIOUS AREA	3.57 AC.	49.86 %
PERVIOUS	1.99 AC.	27.79 %
FLOW WAY	1.60 AC.	22.35 %
TOTAL	7.16 AC.	100.00 %

DRAINAGE TO RPD BASIN 3
NORTH ROAD SUBBASIN 19 THRU SUBBASIN 26

MIMIMUM ROAD ELEVATION BASED ON 2.0' ABOVE CONTROL ELEVATION OF LAKE:
LAKE CONTROL EL. = 14.80, MIM ROAD REQUIRED EL. = 16.80

REFER TO MORRIS DEPEW PLANS AND CALCULATIONS REGARDING RPD ON-SITE DEVELOPMENT

RIGHT-OF-WAY	2.41 AC.	
IMPERVIOUS AREA	1.54 AC.	63.90 %
PERVIOUS	0.87 AC.	36.10 %
TOTAL	2.41 AC.	100.00 %

NUMBER	REVISIONS	DATE
5		
4		
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1		

BONITA GRANDE DRIVE NORTH

BG MINE RPD ENTRANCE TO PARK SITE

LEE COUNTY, FLORIDA

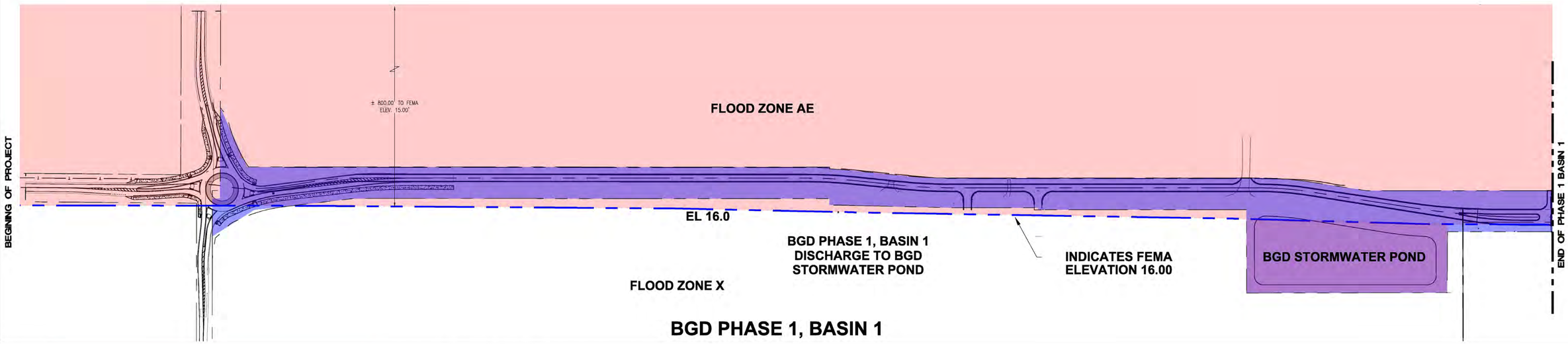
DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: N/A	HORIZONTAL SCALE: 1"=60.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
RICHARD E. BRYLANSKI, P.E.
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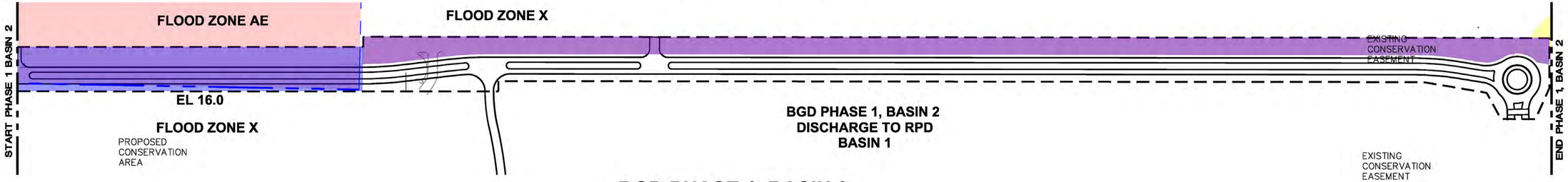
DRAINAGE MAP-PHASE 2 BASIN III

REFERENCE NO. —	DRAWING NO. —
PROJECT NO. 2016.068	SHEET NO. 7

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BGD PHASE 1, BASIN 1



BGD PHASE 1, BASIN 2

FLOOD PLAIN LEGEND

INDICATES FEMA AE FLOOD ZONE AREA

INDICATES LOCATION OF FLOOD PLAIN COMPENSATION AREA

INFORMATION BASED ON
FEMA FIRM RATE MAP
12071C0576F
DATED: 08/28/2008

FLOODPLAIN COMPENSATION CALCULATIONS

THE FLOOD ELEVATION REQUIRED WAS ESTABLISHED BY PRORATING BETWEEN FEMA LINE ELEVATION 16.0 AND FEMA LINE 15.0, BASED ON THE PRORATION THE FLOOD ELEVATION ESTIMATED FOR THE ROADWAY IS AT ELEVATION 15.90' NAVD.

FLOODPLAIN COMPENSATION REQUIRED:
THE AREA OF RIGHT-OF-WAY LOCATED WITHIN THE AE FLOOD ZONE IS 16.80 ACRES. BASED ON EXISTING ELEVATIONS WITHIN THE RIGHT-OF-WAY TO ELEVATION 15.90
UNDER EXISTING CONDITIONS THERE IS 38,577.19 CY OF FLOODPLANE STORAGE VOLUME AVAILABLE.

WITHIN THE RIGHT-OF-WAY AND DIRECTLY CONNECTED POND AREA AND FLOW WAY AREA TO THE NORTH, THE CALCULATED FLOODPLANE AVAILABLE IS 38,628.66 CY. (0.887 Ac-Ft) > 38,577.19 CY (0.885 Ac-Ft) REQUIRED.
VOLUME PROVIDED:

PROPOSED R/W WITHIN FLOOD PLAIN	19,463.96 CY	0.44 AC-FT
PROPOSED POND AREA	14,285.10 CY	0.33 AC-FT
FLOW WAY TO THE NORTH	4,879.60 CY	0.11 AC-FT
TOTAL VOLUME AVAILABLE	38,628.66 CY.	0.88 AC-FT

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE
EAST TERRY ST. TO PARK SITE
LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: NONE	HORIZONTAL SCALE: 1"=150.0'		

HOLE MONTES
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FLOODPLAIN COMPENSATION

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016.068	7A

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GENERAL NOTES:

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATION AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTES.

3. CONTRACTOR SHALL FIELD VERIFY THE EXISTING PAVEMENT ELEVATIONS OF ALL DRIVEWAYS AND SIDEWALKS TO ENSURE THE PROPOSED IMPROVEMENTS MATCH EXISTING ELEMENTS AT CONNECTION.

4. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON RECORDS AND SURVEYS AVAILABLE DURING PLAN DEVELOPMENT, BUT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES, AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY LOCATES PRIOR TO AND DURING ANY CONSTRUCTION ACTIVITIES, AS WELL AS ANY COORDINATION OF UTILITY RELOCATION NECESSARY WITHIN THE PROJECT CONSTRUCTION. CONTRACTOR SHALL VERIFY DEPTH OF ALL EXISTING UTILITY MAINS AND ENSURE THAT THE MINIMUM COVERAGE TO THE TOP OF PIPE WILL BE MAINTAINED.

5. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

6. UTILITY / AGENCY OWNERS:

COMPANY	CONTACT	PHONE No.
COMCAST	Mark Cook	239-432-1805
SUMMIT BROADBAND	Mike Reber	239-631-9251
TECO PEOPLES GAS	Marilyn Aloi	239-690-5517
CENTURY LINK	Anthony Zawacky	239-263-5031
BONITA SPRINGS UTILITIES		239-992-0711
LCEC	Tom Bailey	239-656-2414

7. SOD ALL DISTURBED AREAS UNLESS OTHERWISE DIRECTED. SOD SHALL MATCH EXISTING TYPE SOD UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEED AND MULCH IS NOT ACCEPTABLE IN RIGHT-OF-WAY. SHOULDER SODDING SHALL BE PLACED 1" BELOW EDGE OF PAVEMENT IN ACCORDANCE WITH FDOT INDEX # 570-010.

8. UNLESS OTHERWISE SPECIFIED, THE CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED APPURTENANCES (I.E. VALVE BOXES, METER BOXES, PULL BOXES, MANHOLES, ETC.) MEANT TO BE FLUSH WITH FINISHED GRADE.

9. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS. COST TO BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.

10. UNLESS OTHERWISE NOTED, ALL REMOVED MATERIAL (EXCEPT FOR SIGNS) SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE APPROPRIATELY DISPOSED OF IN AREAS PROVIDED BY THE CONTRACTOR.

11. ALL EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE RIGHT-OF-WAY SHALL REMAIN, UNLESS OTHERWISE DIRECTED.

12. ALL P.R.M.'S SHOWN ON PLANS, OR FOUND, SHALL BE PRESERVED IN A PERMANENT MANNER.

13. ANY U.S.C. & G.S. MONUMENTS (I.E. PUBLIC LAND CORNERS) WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED, AND IF IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER AND THE STATE GEODETIC ADVISOR, 3900 COMMONWEALTH BOULEVARD, TALLAHASSEE, FL, (850)245-2606. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO MARKERS AND SHALL REPLACE AT CONTRACTOR'S EXPENSE IF DAMAGED.

14. CONTRACTOR SHALL COOPERATE WITH CITY'S DESIGNATED REPRESENTATIVE(S) AT ALL TIMES WITH RESPECT TO SAMPLING, TESTING, AND INSPECTIONS.

15. SIGN LOCATIONS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED AND NOTED BY THE CONTRACTOR PRIOR TO THE BEGINNING OF CONSTRUCTION. MINOR ADJUSTMENTS MAY BE MADE TO ENSURE NO SIGNS ARE OBSCURED.

16. ALL STATION/OFFSETS SHOWN ARE TO THE BASELINE OF CONSTRUCTION UNLESS OTHERWISE SPECIFIED. CAD FILES WILL BE PROVIDED FOR THE BENEFIT OF THE CONTRACTOR IN STAKING OUT THE PROPOSED IMPROVEMENTS. NO OTHER PROJECT CONTROL INFORMATION OTHER THAN THAT SHOWN IN THESE PLANS WILL BE PROVIDED. PRIOR TO FIRST APPLICATION FOR PAYMENT, THE CONTRACTOR SHALL STAKE THE RIGHT OF WAY AT 100 FEET WHOLE-STATION INTERVALS (WITH STATIONING SHOWN ON THE STAKES), FOR THE CITY'S INSPECTION.

17. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL BE REQUIRED TO DETERMINE WHETHER OR NOT THERE ARE ANY PRIVATE IMPROVEMENTS LOCATED IN THE PUBLIC RIGHT OF WAY THAT ARE IN CONFLICT WITH PROPOSED CONSTRUCTION, SUCH AS LANDSCAPING, IRRIGATION, LIGHTING, FENCES, ETC. WHENEVER SUCH IMPROVEMENTS EXIST, CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ADJACENT PROPERTY OWNER(S) THAT THEIR PRIVATE IMPROVEMENTS ARE ENCROACHING ON THE PUBLIC RIGHT OF WAY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE PRIVATE PROPERTY OWNERS TO ENSURE THAT THE PRIVATE IMPROVEMENTS ARE RELOCATED ONTO PRIVATE PROPERTY BY THE OWNERS OF THE EXISTING IMPROVEMENTS, SUCH THAT THEY DO NOT DELAY THE PROJECT AND ARE NOT IN CONFLICT WITH THE PROPOSED CONSTRUCTION.

18. WITH EXCEPTION OF MAILBOXES, ALL PERSONAL PROPERTY WITHIN THE RIGHT-OF-WAY THAT IS NOT RELOCATED BY THE PROPERTY OWNER SHALL BE REMOVED BY THE CONTRACTOR AS NECESSARY TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE PLANS.

19. CONTRACTOR IS TO MAINTAIN UNINTERRUPTED ACCESS TO ALL DRIVEWAYS AT ALL TIMES AND IS TO NOTIFY PROPERTY OWNERS FIVE (5) DAYS PRIOR TO STARTING CONSTRUCTION ADJACENT TO THEIR INDIVIDUAL PROPERTIES.

20. ACCESS TO INTERSECTING SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES.

21. CONTRACTOR SHALL PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS, SECTION 104 – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION. ENVIRONMENTAL CONTROLS SHALL BE USED AT LOCATIONS DESIGNATED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PROVIDED IN THESE PLANS AND/OR APPROVED BY THE ENGINEER.

22. IN LOCATIONS WHERE EXISTING ASPHALT IS TO BE SAWCUT OR CURBING IS TO BE REMOVED / REPLACED WITH NEW CURB OR CURB & GUTTER, CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THE EXISTING TRAVEL LANES THROUGH THE DURATION OF THE PROJECT, AND SHALL BE REQUIRED TO REPAIR ANY PAVEMENT THAT IS DAMAGED DURING CONSTRUCTION TO THE SATISFACTION OF THE CITY OF MARCO ISLAND, WHICH COULD ENTAIL MILLING/RESURFACING AND/OR FULL DEPTH RECONSTRUCTION OF THE PAVEMENT SECTION DEPENDING UPON THE LEVEL OF DAMAGE THAT MAY OCCUR.

23. CONTRACTOR SHALL NOT CREATE A PUBLIC NUISANCE INCLUDING, BUT NOT LIMITED TO, ENCROACHMENT ON ADJACENT LANDS, FLOODING OF ADJACENT LANDS, OR EXCESSIVE NOISE. SOUND LEVELS SHALL NOT EXCEED 65 DBA 7 A.M. TO 10 P.M., OR 60 DBA FROM 10 P.M. TO 7 A.M. WHEN PERMITTED TO WORK AT NIGHT. THIS SOUND LEVEL SHALL BE MEASURED AT THE EXTERIOR OF THE NEAREST EXTERIOR WALL OF THE NEAREST RESIDENCE. LEVELS AT THE EQUIPMENT SHALL NOT EXCEED 85 DBA AT ANY TIME. SOUND LEVELS IN EXCESS OF THESE VALUES ARE SUFFICIENT CAUSE TO HAVE THE WORK HALTED UNTIL EQUIPMENT CAN BE QUIETED TO THESE LEVELS. WORK STOPPAGE BY THE ENGINEER OR OWNER FOR EXCESSIVE NOISE SHALL NOT RELIEVE THE CONTRACTOR OF THE COMPLETION DATES AND BID AMOUNTS, AND NO ADDITIONAL COMPENSATION OR SCHEDULE EXTENSIONS WILL BE PROVIDED FOR TIME LOST DUE TO WORK STOPPAGE RESULTING FROM THE CREATION OF A PUBLIC NUISANCE.

24. TRIMMING OF SHRUBS AND PRUNING OF TREE LIMBS AND ROOTS IS ANTICIPATED TO BE REQUIRED FOR CONSTRUCTION OF THE PROPOSED SHARED USE PATH. THROUGHOUT THE PRUNING PROCESS, CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH THE CITY OF MARCO ISLAND AND SHALL BE REQUIRED TO COMPLETE ALL PRUNING TO THE CITY'S SATISFACTION. PRIOR TO COMPLETING ANY PRUNING, CONTRACTOR SHALL EXCAVATE SOILS AROUND ROOT SYSTEMS SUCH THAT ROOTS ARE EXPOSED AND CAN BE VISIBLY INSPECTED BY THE CITY. LIMBS OF ALL EXISTING TREES OR SHRUBS WHICH OVERHANG THE PROPOSED SHARED USE PATH SHALL BE PRUNED TO PROVIDE 10 FEET OF VERTICAL CLEARANCE. ANY TREES, SHRUBS, OR BRUSH ADJACENT TO THE PROPOSED SHARED USE PATH SHALL BE TRIMMED TO PROVIDE A MINIMUM OF 4 FOOT HORIZONTAL CLEARANCE, AS MEASURED FROM THE EDGE OF THE SHARED USE PATH, UNLESS THIS DISTANCE EXCEEDS AVAILABLE RIGHT-OF-WAY LIMITS, IN WHICH CASE TRIMMING SHALL BE TERMINATED AT THE RIGHT-OF-WAY.

25. WHEN NOTED FOR REMOVAL IN THESE PLANS, EXISTING TREES SHALL BE COMPLETELY REMOVED BY THE CONTRACTOR, INCLUDING LIMBS, TRUNKS, AND THEIR ENTIRE ROOT SYSTEM(S). CONTRACTOR SHALL USE CAUTION WHEN REMOVING EXISTING TREES IN ORDER TO AVOID DAMAGE TO OTHER ELEMENTS THAT MAY BE IN CLOSE PROXIMITY, SUCH AS FENCES OR OTHER PRIVATE PROPERTY, EXISTING UTILITIES, OTHER TREES, ETC. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED, AND NO ADDITIONAL COMPENSATION SHALL BE PROVIDED TO RESTORE ITEMS THAT ARE DAMAGED DURING CONSTRUCTION. IN LOCATIONS WHERE SUBSTANTIAL ROOT SYSTEMS ARE ENCOUNTERED IN CLOSE PROXIMITY TO EXISTING UTILITIES, CONTRACTOR SHALL CONTACT CITY OF MARCO ISLAND TO DETERMINE WHETHER OR NOT PORTIONS OF EXISTING ROOT SYSTEMS WILL BE PERMITTED TO REMAIN IN THE GROUND IN ORDER TO AVOID DISRUPTION OF EXISTING UTILITIES.

26. ALL MAIL BOXES TO BE PROTECTED, MAINTAINED, RELOCATED IF NECESSARY TO INSURE UNINTERUPTED MAIL DELIVERY SERVICE. ANY MAIL BOX RELOCATES MUST MEET POSTAL SERVICE STANDARDS AND CONTRACTOR MUST COORDINATE WITH RESIDENTS. WORK TO BE PAID UNDER 110-7-1 MAIL BOX.

27. ALL FINAL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC PER FDOT STD. SPEC. SEC 711-001, UNLESS OTHERWISE NOTED ON THE PLANS.

28. SIGNS TO BE RELOCATED SHALL BE CONFIRMED TO HAVE REQUIRED REFLECTIVITY PER ASTM D4956, SIGNS THAT DO NOT MEET THE REQUIREMENT SHALL BE REPLACED.

29. UNLESS OTHERWISE NOTED, ALL EXISTING SIGNS SHALL REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL SIGNS WHICH ARE TO BE REMOVED OR RELOCATED, AS NOTED ON THE PLANS. SIGNS TO BE RELOCATED SHALL BE STORED AND PROTECTED DURING CONSTRUCTION, UNTIL SUCH TIME THEY ARE RE-INSTALLED AND THE PROJECT IS COMPLETE. ANY SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER. SIGNS WHICH ARE NOT INTENDED TO BE RE-UTILIZED SHALL BE DELIVERED TO THE OWNERS REPRESENTATIVE.

30. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, LANDSCAPE, DRIVEWAYS, ETC. MAY BE ADJUSTED BY THE ENGINEER IN ACCORDANCE WITH DESIGN STANDARDS INDEX NO. 700-101. WARNING SIGN LOCATION CHANGES MUST BE APPROVED BY THE OWNERS TRAFFIC ENGINEER.

31. FOR REMOVAL OF CONFLICTING STRIPING WATER BLASTING IS THE ONLY METHOD OF REMOWAL OF PAVEMENT MARKINGS ALLOWED.

32. ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH DESIGN STANDARD INDEX 711-001, AND RPM'S TO BE PLACED PER INDEX 706-001.

33. A BLUE RPM SHALL BE PLACED IN THE CENTER OF THE NEAR LANE, ADJACENT TO FIRE HYDRANTS WITHIN THE PROJECT LIMITS.

34. THE CONTRACTOR SHALL ABIDE WITH THE CITY OF MARCO ISLAND ENDANGERED, THREATENED OR LIST SPECIES PROTECTION ORDINANCE (ORDINANCE No. 13-05). THIS SHALL INCLUDE, BUT NOT BE LIMITED TO GOPHER TORTOISES. IF ANY LISTED SPECIES IS FOUND IN THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY CEASE ALL ACTIVITIES IN THE AREA AND NOTIFY THE CITY. THE PLANS HAVE IDENTIFIED AREA IN WHICH SILT FENCE SHALL BE INSTALLED FOR BOTH STORMWATER POLLUTION CONTROL AND WHERE GOPHER TORTOISE ACTIVITY MAY BE PRESENT. THIS FENCING SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITY IN THE AREA.

35. IF EVIDENCE OF THE EXISTENCE OF HISTORIC RECOURCES IS DISCOVERED DURING CONSTRCUTION, ALL WORK SHALL CEASE IN THE AREA OF EFFECT AS DIRECTED BY THE CITY. THE CITY SHALL NOTIFY THE DEPARTMENT OF HISTORICAL RESOURCES. EXAMPLES OF EVIDENCE OF HISTORIC RESOUCES INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, ABORIGINAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING FOUNDATIONS, SHELL MOUNDS, SHELL MIDDENS, OR SAND MOUNDS. THE CITY SHALL ASSESS THE SIGNIFICANCE OF THE FINDS AND MITIGATE AND ADVERSE EFFECTS AS SOON AS POSSIBLE.

36. IF AND HUMAN SKELETAL REMAINS OR ASSOCIATED BURIAL ARTIFACTS ARE DISCOVERED DURING CONSTRUCTION, ALL WORK IN THE AREA MUST CEASE, AND THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE NEAREST LAW ENFORCEMENT OFFICE, THE DEPARTMENT OF HISTORICAL RESORCES AND THE CITY. ACCORDING TO CHAPTER 872, FLORIDA STATUTES, IT IS UNLAWFUL TO DISTURB, VANDALIZE OR DAMAGE A HUMAN BURIAL.

DRIVEWAY, LANDSCAPING, MAILBOX AND IRRIGATION NOTES:

1. DRIVEWAY WORK MUST BE COORDINATED WITH THE PROPERTY OWNER. ALLOW TEMPORARY ACCESS AS NEEDED. DRIVEWAY SHALL BE RESTORED EACH NIGHT.
2. ALL DRIVEWAYS SHALL BE SAW CUT FOR NEAT JOINT ABUTTING NEW SIDEWALK.
3. EXISTING CONCRETE DRIVEWAYS WITHIN SIDEWALK AREA SHALL BE REMOVED AND REPLACED WITH A NEW CONCRETE SIDEWALK.
4. EXISTING BRICK PAVER DRIVEWAYS WILL BE REMOVED AND REPLACED WITH A NEW CONCRETE SIDEWALK AND CONCRETE DRIVEWAY APRON. PAVERS NOT NEEDED TO MATCH UP WITH THE EDGE OF NEW SIDEWALK WILL BE LEFT FOR OWNER OR DISPOSED OF IF NOT WANTED BY THE OWNER.
5. EXISTING STAMPED CONCRETE DRIVEWAYS WILL BE REMOVED AND REPLACED WITH A NEW CONCRETE SIDEWALK AND NEW CONCRETE DRIVEWAY APRON, STAMPED CONCRETE WILL NOT BE REPLACED.
6. CLOSURE OF DRIVEWAYS WILL NEED TO BE DONE ½ AT A TIME OR AS COORDINATED WITH OWNER.
7. THE CITY OF MARCO ISLAND WILL PRIOR TO CONSTRUCTION DETERMINE WHICH TREES SHALL BE RELOCATED. RELOCATION WILL BE COMPLETED PRIOR TO CONSTRUCTION THROUGH THE CITY'S PUBLIC WORKS DEPARTMENT.
8. SPECIALITY MAILBOXES SHALL BE RELOCATED IF POSSIBLE, ALL OTHER MAILBOXES ARE TO BE REPLACED PER FDOT STANDARDS, AND PAID FOR UNDER F&I NEW MAILBOXES. TEMPORARY MAILBOXES IF REQUIRED SHALL BE AT NO COST TO THE CITY.
9. ANY SPRINKLER HEADS WITHIN THE EXISTING SIDEWALK AREA SHALL BE RELOCATED TO THE FRONT EDGE OF SIDEWALK. NO DIRECT PAYMENT.
10. THE CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY IRRIGATION SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION.

DRAWING CURRENT AS OF: 7/20/23

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE
EAST TERRY ST. TO PARK SITE
LEE COUNTY, FLORIDA

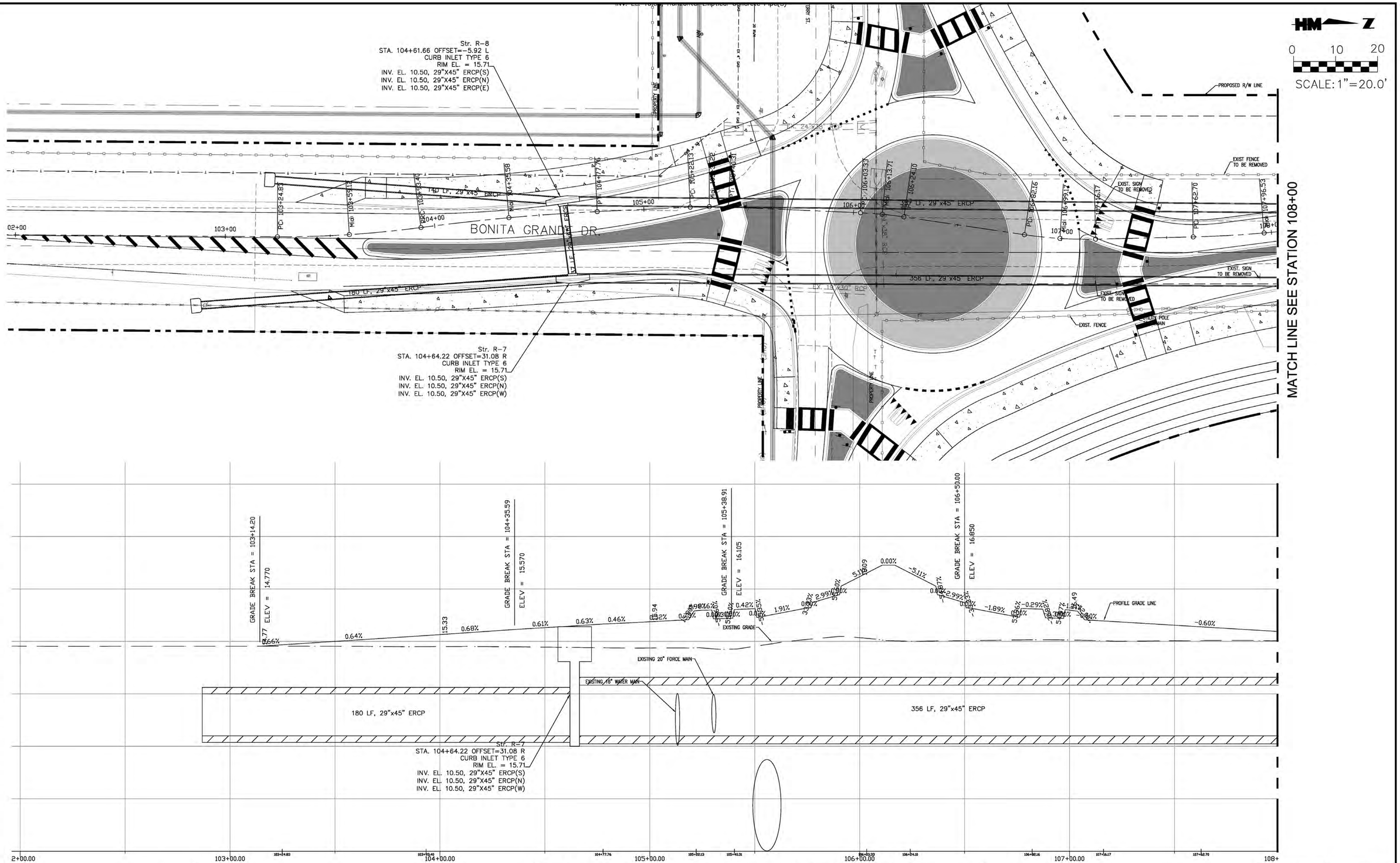
DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: NONE	HORIZONTAL SCALE: NONE

HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS
RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

GENERAL NOTES

REFERENCE NO. –	DRAWING NO. –
PROJECT NO. 2016.068	SHEET NO. 8

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NUMBER	REVISIONS	DATE
5		
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1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
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PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO. 2016.068	SHEET NO. 9

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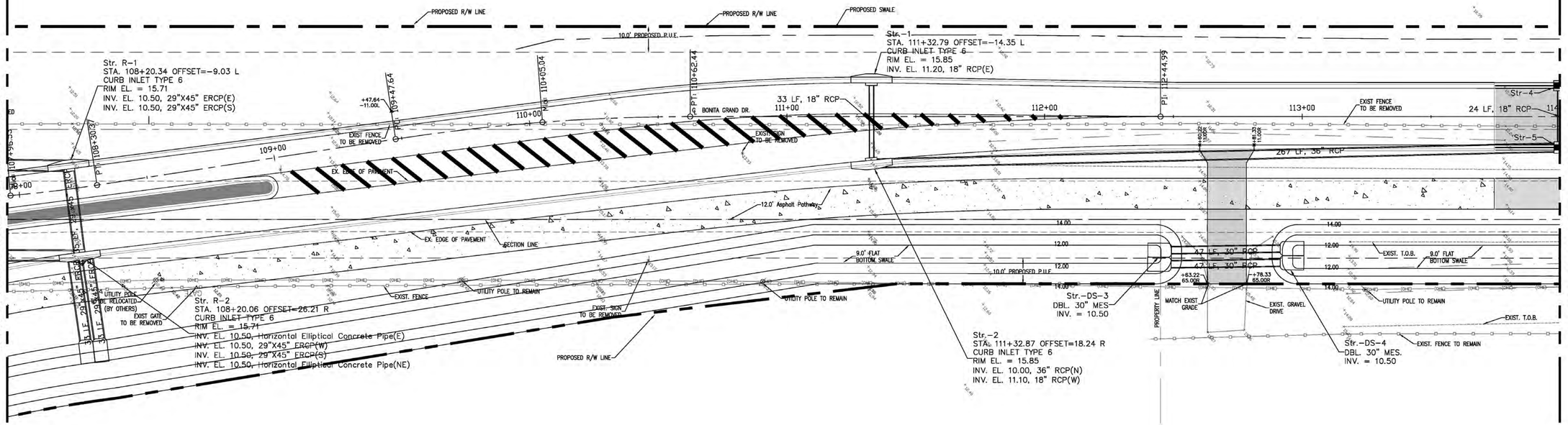
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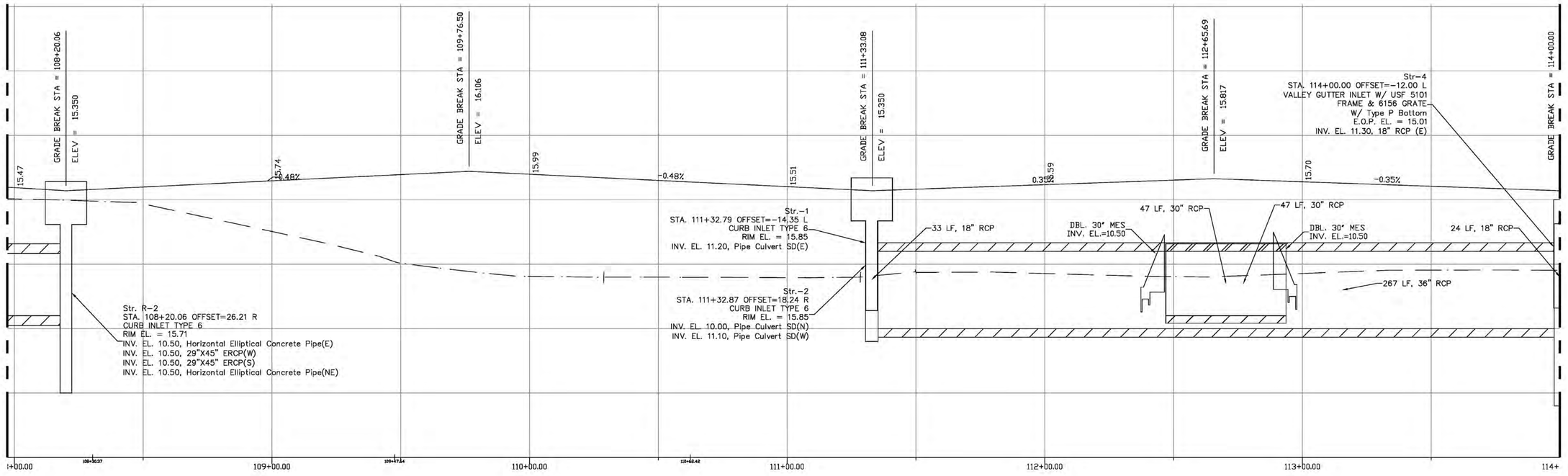
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SCALE: 1"=20.0'

MATCH LINE SEE STATION 108+00

MATCH LINE SEE STATION 114+00





NUMBER	REVISIONS	DATE
5		
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1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

HOLE MONTES
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FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	10

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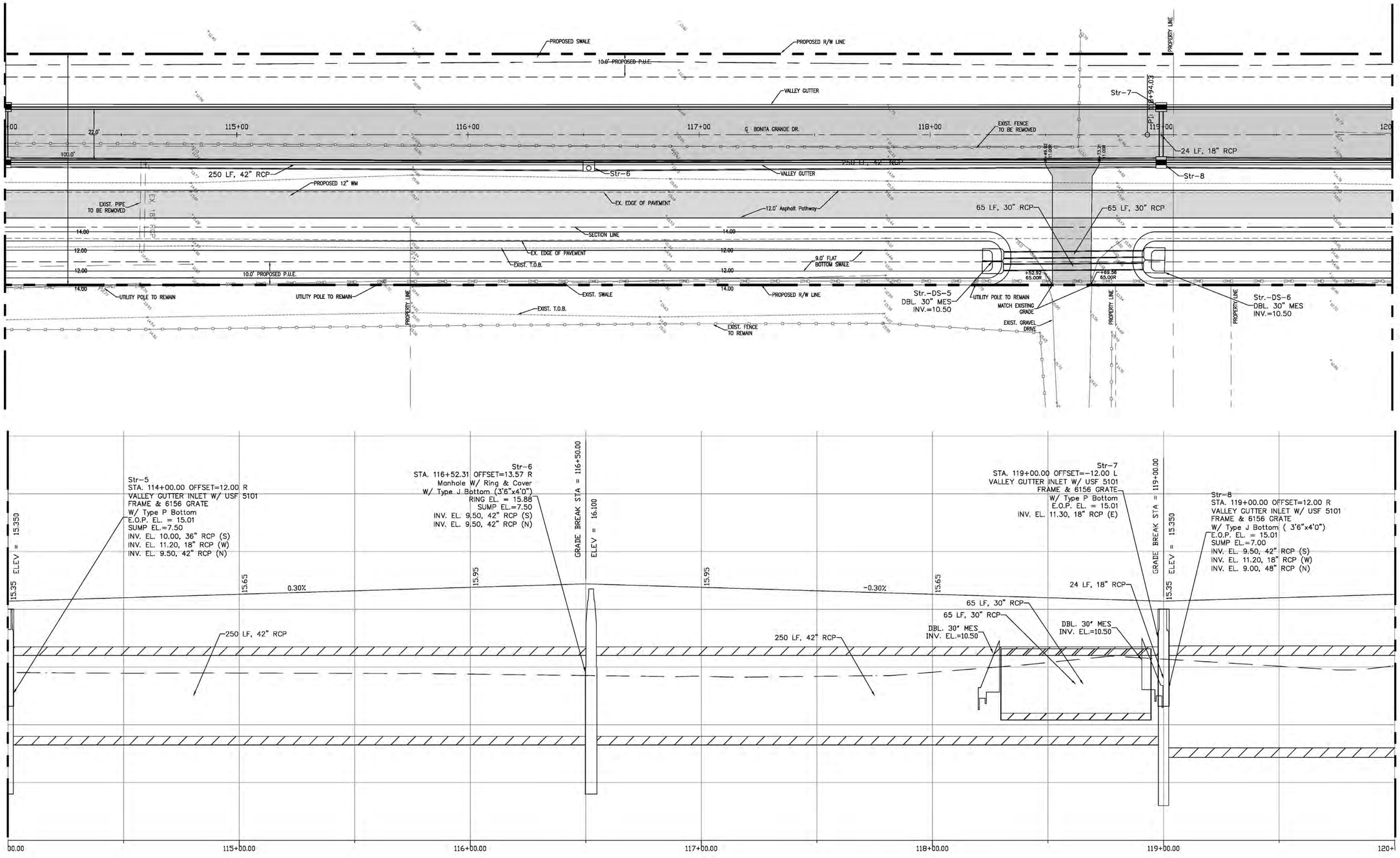
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SCALE: 1"=20.0'

MATCH LINE SEE STATION 114+00

MATCH LINE SEE STATION 120+00



NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

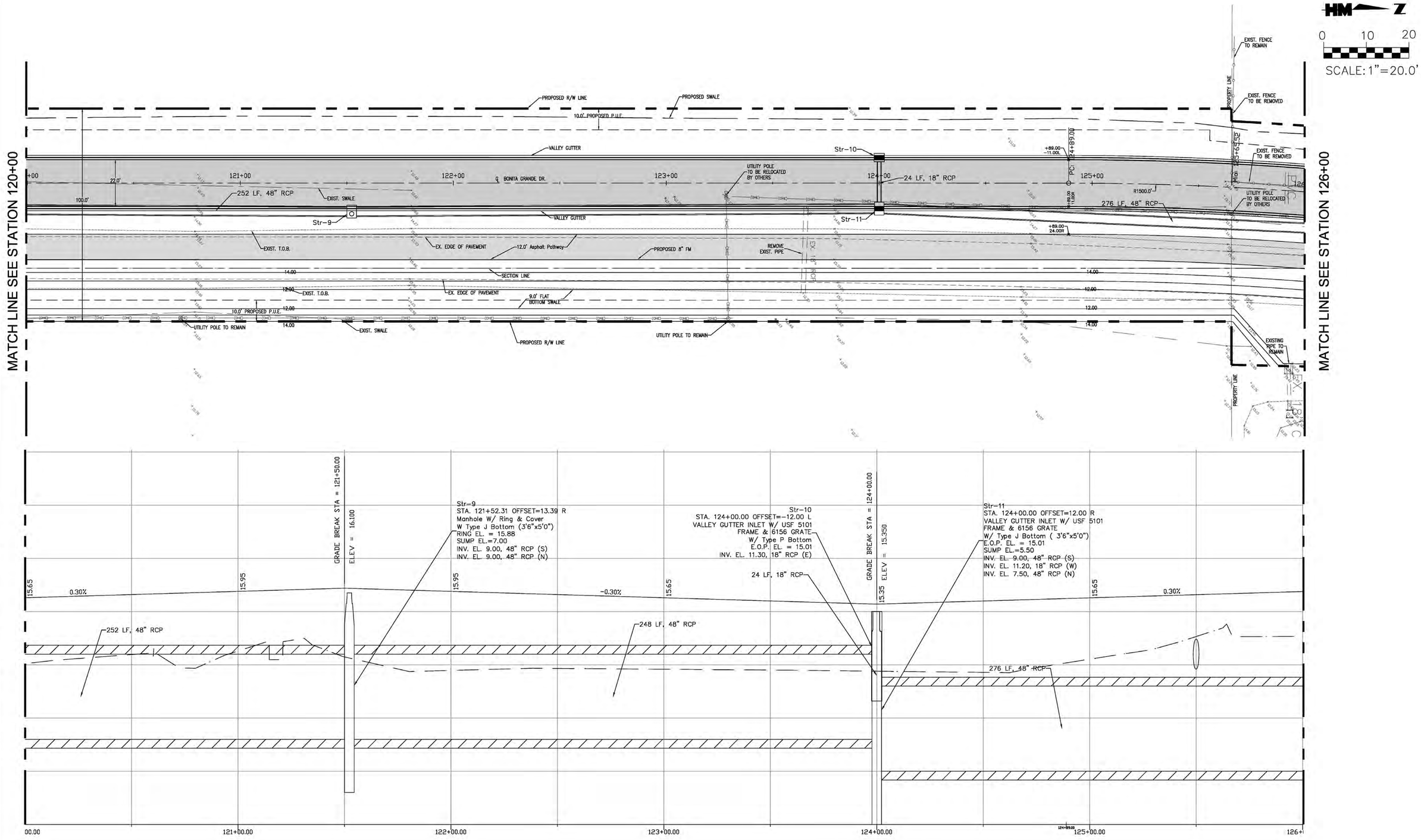
HOLE MONTES
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PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	11

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HM Z

0 10 20

SCALE: 1"=20.0'

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1	REVISED RIGHT-OF-WAY	07/23

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

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PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	12

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MATCH LINE SEE STATION 126+00

MATCH LINE SEE STATION 132+00

HM

0 10 20

SCALE: 1"=20.0'

Str.-DS-6A
STA. 127+31.34 OFFSET=-28.30 L
18" MES
INV. EL. 13.00, 18" RCP (N)

PROPOSED SWALE

PROPOSED R/W LINE

MATCH EXISTING GRADE

PROPOSED 28.0' X 75.0' TEMPORARY CONSTRUCTION EASEMENT

Str.-DS-6B
STA. 127+81.85 OFFSET=-28.36 L
18" MES
INV. EL. 13.00, 18" RCP (S)

UTILITY POLE TO BE RELOCATED BY OTHERS

PROPERTY LINE

VALLEY GUTTER

51 LF, 18" RCP

R35.0'

R25.0'

EXIST. ELEC. GATE TO BE REMOVED AND DELIVERED TO OWNER FOR REINSTALLATION

EXIST. FENCE TO BE REMOVED

Q BONITA GRAND DR.

EXIST. T.O.B.

Str-12

Str-13

Str-14

274 LF, 48" RCP

REMOVE EXIST. PIPE

RELOCATE EX. MAILBOX

SECTION LINE

EX. EDGE OF PAVEMENT

R1511.0'

R1535.0'

12.0' Asphalt Pathway

FLAT BOTTOM SWALE

UTILITY POLE TO BE RELOCATED BY OTHERS

24 LF, 18" RCP

332 LF, 48" RCP

EXIST. GRAVEL DRIVE

CURB FLUME

Str.-DS-7
DBL 30" MES
INV=10.50

57 LF, 30" RCP

EX. 14"x23" RCP

REMOVE PIPE

MATCH EXIST. GRADE

Str.-DS-8
DBL 30" MES
INV. = 10.50

Str.-DS-9

24 LF, 18" RCP

Str.-DS-8A
STA. 131+22.15 OFFSET=-27.88 L
18" MES
INV. EL. 13.00, 18" RCP (N)

Str.-DS-8B
STA. 131+46.54 OFFSET=-28.02
18" MES
INV. EL. 13.00, 18" RCP (S)

EXIST. PIPE TO BE REMOVED

EXIST. PIPE TO REMAIN

GRADE BREAK STA = 126+77.31

ELEV = 16.170

Str-12
STA. 126+77.59 OFFSET=13.17 R
Manhole W/ Ring & Cover
W/ Type P Bottom
RING EL. = 15.95
SUMP EL.=5.50
INV. EL. 7.50, 48" RCP (S)
INV. EL. 7.50, 48" RCP (N)

15.94

15.80

-0.30%

Str-13
STA. 129+50.00 OFFSET=-12.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.01
INV. EL. 11.30, 18" RCP (E)

15.51

GRADE BREAK STA = 129+52.31

ELEV = 15.350

Str-14
STA. 129+50.00 OFFSET=12.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type J Bottom (3'6"x5'0")
E.O.P. EL. = 15.01
SUMP EL.=5.50
INV. EL. 7.50, 48" RCP (N)
INV. EL. 11.20, 18" RCP (W)
INV. EL. 7.50, 48" RCP (S)

15.52

0.35%

15.87

24 LF, 18" RCP

57 LF, 30" RCP

57 LF, 24" RCP

DBL. 30" MES
INV. EL.=10.50

274 LF, 48" RCP

332 LF, 48" RCP

DBL. 30" MES
INV. EL.=10.50

DBL. 30" MES
INV. EL.=10.50

00.00

127+00.00

128+00.00

129+00.00

130+00.00

131+00.00

132+0

NUMBER	REVISIONS	DATE
5		
4		
3		
2	REVISED DRIVE ENTRANCE	07/23
1	MODIFIED RIGHT-OF-WAY	05/23

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016.068	13

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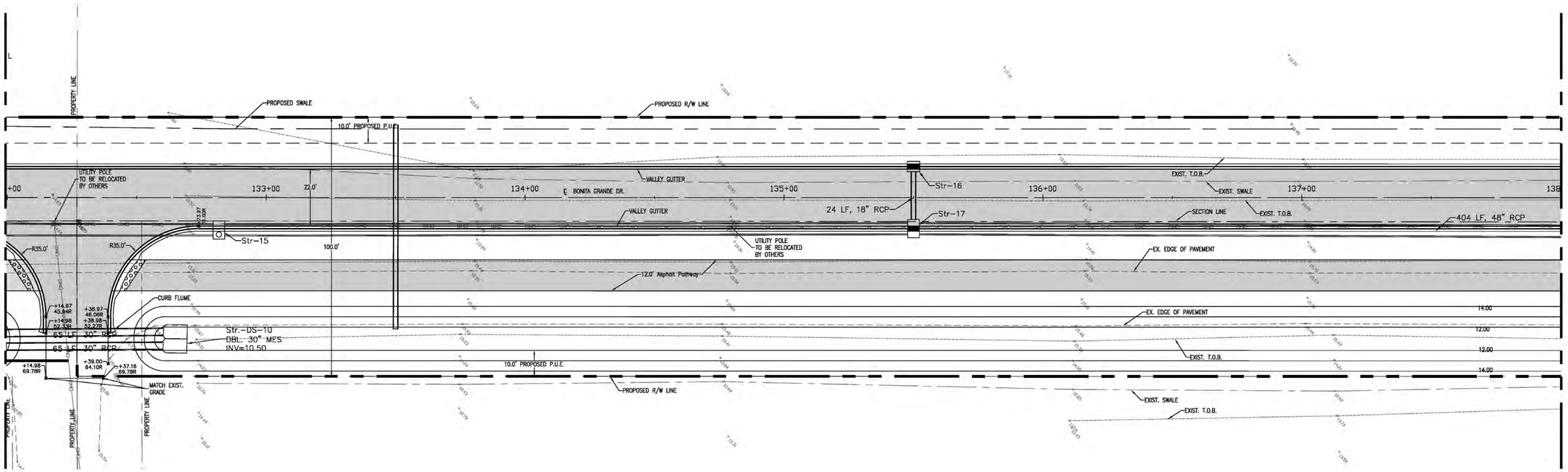
MATCH LINE SEE STATION 132+00

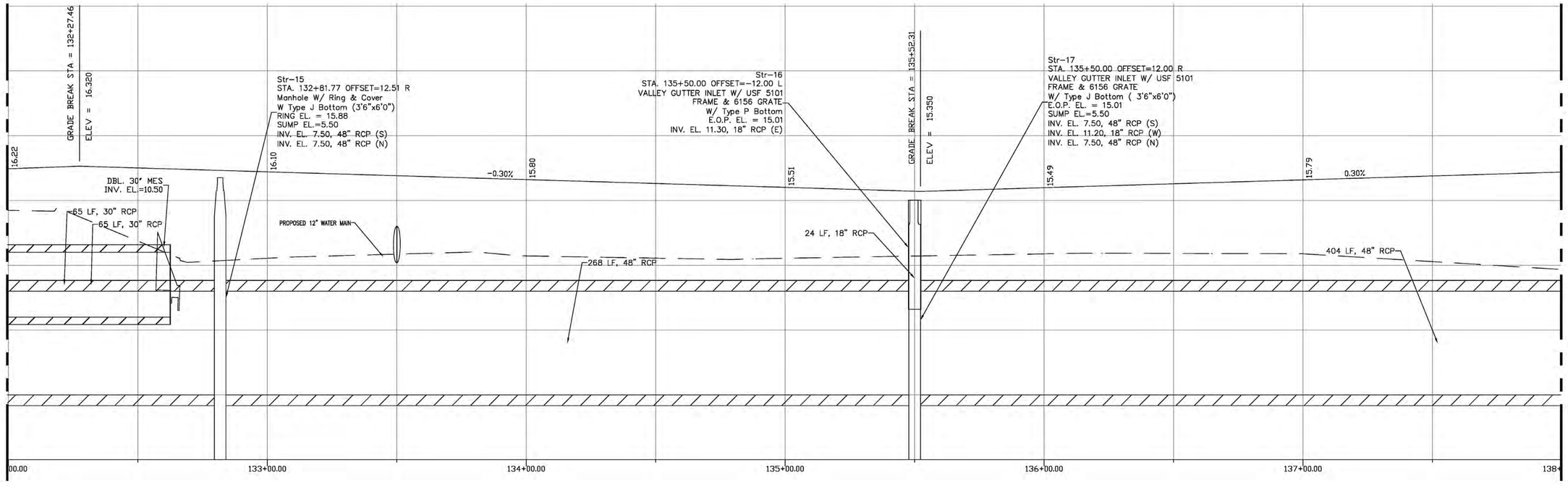
MATCH LINE SEE STATION 138+00

HM

0 10 20

SCALE: 1"=20.0'





NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1	MODIFIED RIGHT-OF-WAY	07/23

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

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CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	14

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HM Z

0 10 20

SCALE: 1"=20.0'

MATCH LINE SEE STATION 138+00

MATCH LINE SEE STATION 144+00

Str.-DS-12
86 LF, 24" RCP
+71.14
-31.00L
MATCH EXISTING GRADE
+01.89
-31.00L
PROPOSED R/W LINE
R35.0
CURB FLUME
CURB FLUME
R35.0
Str.-DS-13
+61.94
-19.12L
+11.09
-19.12L
PCI 139+29.67
+39.52
-11.00L
+33.31
-11.00L
PCI 140+63.45
PROPOSED SWALE
Str-19
VALLEY GUTTER
PCI 140+78.48
EXIST. T.O.B.
EXIST. ROAD SWALE
EXIST. T.O.B.
SECTION LINE
22.0'
139+00
G. BONITA GRAND DR.
140+00
R1023.7'
UTILITY POLE
TO BE RELOCATED
BY OTHERS
Str-18
Str-20
24 LF, 18" RCP
141+00
EXIST. GRAVEL
ROAD
+28.51
11.00R
95 LF, 48" RCP
100.0'
+28.59
24.00R
+28.52
20.00R
12.0' Asphalt Pathway
+88.94
11.06R
VALLEY GUTTER
142+00
EX. EDGE OF PAVEMENT
+88.89
20.06R
143+00
EX. EDGE OF PAVEMENT
RIP-RAP
W/ FILTER CLOTH
EXIST. T.O.B.
10.0' PROPOSED P.U.E.
PROPOSED R/W LINE
Str.-DS-11
R1014.0'
EXIST. SWALE
49 LF, 24" RCP
112 LF, 48" RCP
EXIST. T.O.B.
PROPERTY LINE
CS-1

GRADE BREAK STA = 138+87.76
ELEV = 16.360

Str-18
STA. 139+53.98 OFFSET=13.26 R
Manhole W/ Ring & Cover
W Type J Bottom (3'6"x6'0")
RING EL. = 15.94
SUMP EL.=7.50
INV. EL. 7.50, 48" RCP (S)
INV. EL. 7.50, 48" RCP (N)

Str-19
STA. 140+50.00 OFFSET=-12.02 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.51
INV. EL. 11.30, 18" RCP (E)

GRADE BREAK STA = 140+57.65
ELEV = 15.830

Str-20
STA. 140+50.00 OFFSET=12.03 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type J Bottom (3'6"x6'0")
E.O.P. EL. = 15.51
SUMP EL.=4.50
INV. EL. 7.50, 48" RCP (S)
INV. EL. 11.20, 18" RCP (W)
INV. EL. 6.50, 54" RCP (E)

GRADE BREAK STA = 144+40

16.10
16.32
-0.31%
16.01
15.96
16.26
0.30%
16.56

CS-1
49 LF, 24" RCP
24 LF, 18" RCP
24" MES
112 LF, 54" RCP
18" MIN. CLEARANCE
95 LF, 48" RCP

00.00
139+00.00
139+34.12
140+00.00
140+78.28
141+00.00
142+00.00
142+30.39
143+00.00
144+

H:\2016\2016068A\DW\MASTERPLAN\Master-Bonita Grande Dr\2016668 Base-alt-1.dwg Tab PP-15 Jul 19, 2023 - 1:38pm Plotted by: KevinPayne

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

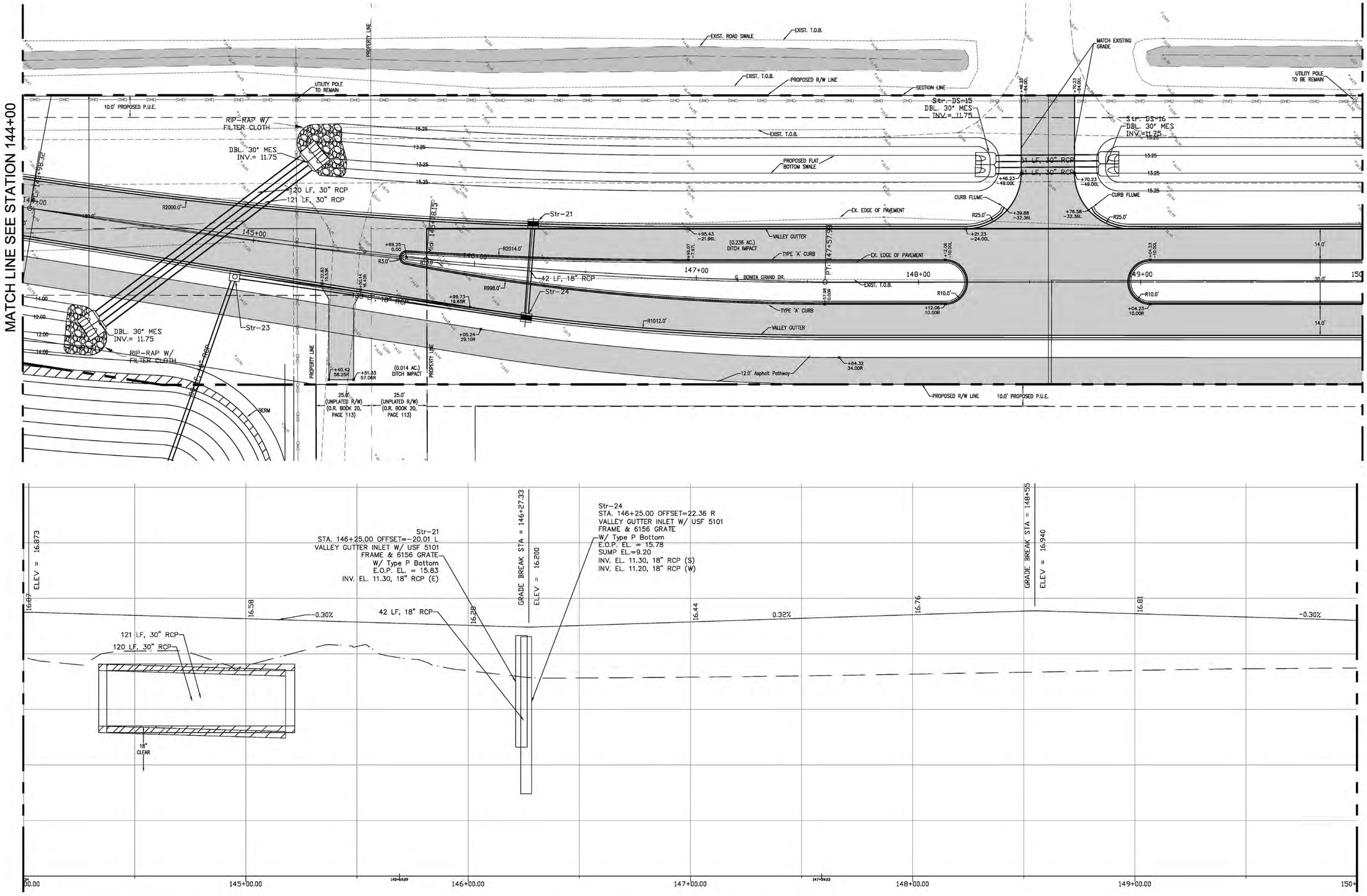
DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	15



NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

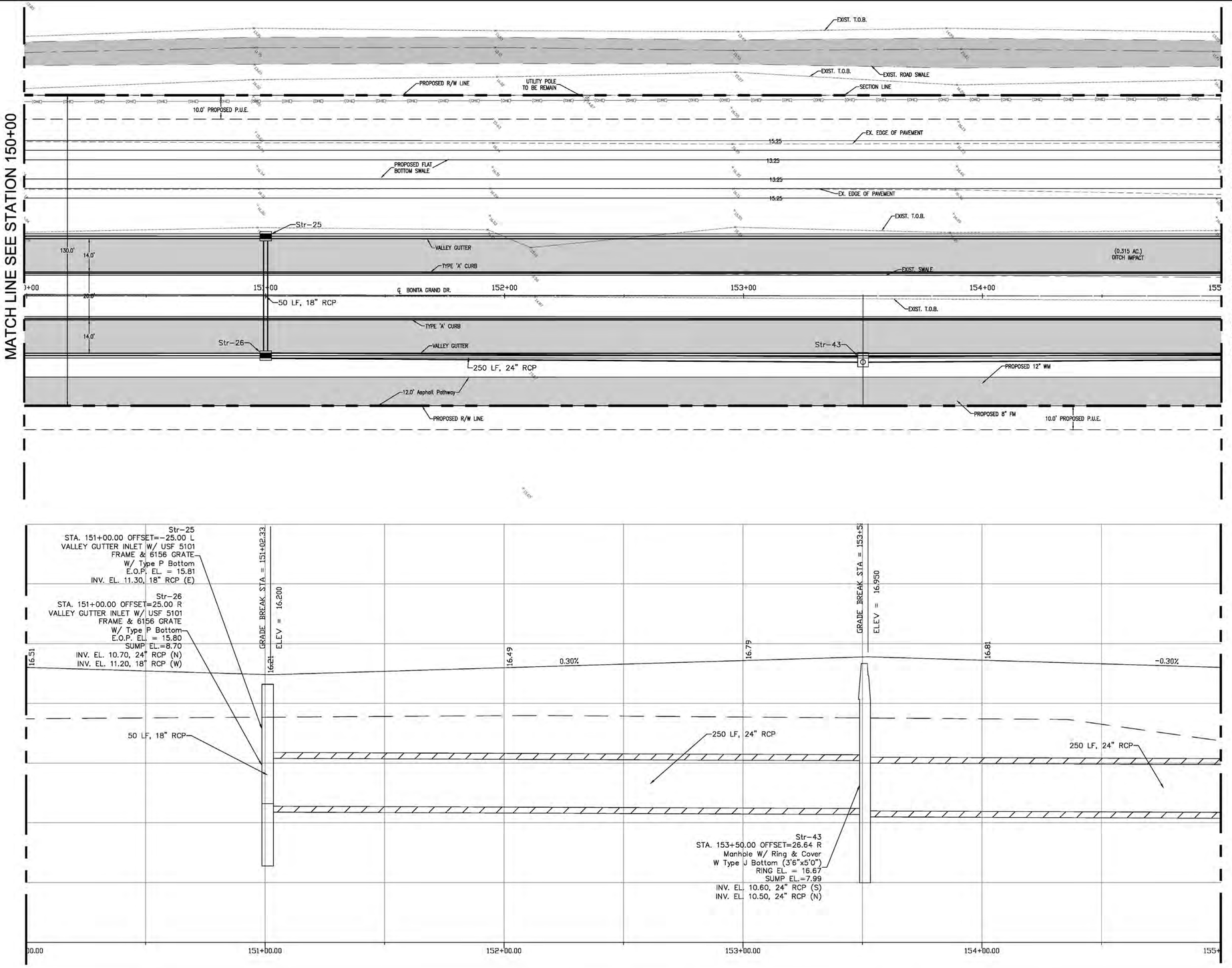
HOLE MONTES
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P.E. NO.: 42339
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6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	16

H:\2016\2016068A\DWG\MASTERPLAN\Master-Bonita Grande Dr-2016068 Basemit-Ldwg Tab PP-16 Jul 19, 2023 - 1:39pm Plotted by KevinPayne



HM Z

0 10 20

SCALE: 1"=20.0'

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23	VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	17

H:\2016\2016068A\DWG\MASTERPLAN\Master-Bonita Grande Dr-2016068 Base-alt-Ldwg Tab: PP-17 Jul 19, 2023 - 1:40pm Plotted by: KevinPayne

MATCH LINE SEE STATION 155+00

MATCH LINE SEE STATION 161+00

HM

0 10 20

SCALE: 1"=20.0'

EXIST. T.O.B.
EXIST. SWALE
EXIST. T.O.B.
UTILITY POLE TO BE REMAIN
PROPOSED R/W LINE
SECTION LINE
10.0' PROPOSED P.U.E.
PROPOSED 5.0' BERM
EX. EDGE OF PAVEMENT
PROPOSED FLAT BOTTOM SWALE
EX. EDGE OF PAVEMENT
VALLEY GUTTER
TYPE 'A' CURB
TYPE 'A' CURB
VALLEY GUTTER
12.0' Asphalt Pathway
PROPOSED R/W LINE
10.0' PROPOSED P.U.E.
PROPERTY LINE
EXIST. AG. DITCH
10.0' PROPOSED P.U.E.
30.0' EASEMENT
BERM 5.0' WIDTH
SECTION LINE
EX. EDGE OF PAVEMENT
PROPERTY LINE
PROPOSED ROADWAY DRAINAGE OUTFALL PIPE, TO CONNECT TO BONITA GRAND ONSITE STORMWATER MANAGEMENT SYSTEM DESIGNED BY OTHERS.

Str-27
Str-28
Str-44
Str-29
Str-30

50 LF, 18" RCP
260 LF, 30" RCP
143 LF, 30" RCP
109 LF, 36" RCP

℄ BONITA GRAND DR.

PC 158+72.36
PT 159+89.44
Mid 159+30.90
R990.0'
R1000.0'
R1010.0'

15.25
13.25
13.25
15.25

+72.36 -24.00L
+72.36 -10.00L
+72.36 10.00R
+72.36 24.00R
+72.36 34.00R
+89.44 -24.00L
+89.44 -10.00L
+89.44 10.00R
+89.44 24.00R
+89.44 34.00R

14.0'
130.0'
20.0'
14.0'

155+00
156+00
157+00
158+00
159+00
160+00
161+

Str-27
STA. 156+00.00 OFFSET=-25.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.81
INV. EL. 11.30, 18" RCP (E)

GRADE BREAK STA = 156+02.33
ELEV = 16.200

Str-28
STA. 156+00.00 OFFSET=25.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
SUMP EL.=10.00
INV. EL. 11.20, 18" RCP (W)
INV. EL. 10.00, 30" RCP (N)
INV. EL. 10.40, 24" RCP (S)

GRADE BREAK STA = 158+02.33
ELEV = 16.823

Str-44
STA. 158+59.98 OFFSET=26.64 R
Manhole W/ Ring & Cover
W Type J Bottom (3'6"x5'0")
RING EL. = 16.37
SUMP EL.=7.69
INV. EL. 9.90, 30" RCP (S)
INV. EL. 9.70, 30" RCP (N)

Str-29
STA. 160+00.00 OFFSET=-25.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.81
INV. EL. 11.20, 18" RCP (E)

GRADE BREAK STA = 160+02.33
ELEV = 16.200

Str-30
STA. 160+00.00 OFFSET=25.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
SUMP EL.=5.00
INV. EL. 11.00, 18" RCP (W)
INV. EL. 7.00, 36" RCP (E)
INV. EL. 9.60, 30" RCP (S)

16.51
16.21
16.50
0.31%
16.682
16.52
-0.31%
16.21

50 LF, 18" RCP
260 LF, 30" RCP
260 LF, 30" RCP
50 LF, 18" RCP
109 LF, 36" RCP
143 LF, 30" RCP

00.00
156+00.00
157+00.00
158+00.00
159+73.42
159+00.00
159+89.29
160+00.00
161+

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	18

H:\2016\2016068A\DV\MASTERPLAN\Master-Bonita Grande Dr-2016068 Base-alt-Ldwg Tab PP-18 Jul 19, 2023 - 1:41pm Plotted by KevinPayne

MATCH LINE SEE STATION 161+00

MATCH LINE SEE STATION 167+00

HM Z

0 10 20

SCALE: 1"=20.0'

EXIST. T.O.B.

EXIST. AG. DITCH

EXIST. T.O.B.

PROPOSED R/W LINE

(0.031 AC.) DITCH IMPACT

10.0' PROPOSED P.U.E.

PROPOSED 5.0' BERM

EX. EDGE OF PAVEMENT

15.25

13.25

13.25

15.25

PROPOSED FLAT BOTTOM SWALE

EX. EDGE OF PAVEMENT

Structure – (67)
36" MES
INV. = 11.00

RIP-RAP W/ FILTER CLOTH

CURB FI

R25.0'

+43.92
-24.00L

VALLEY GUTTER

TYPE 'A' CURB

Str-31

+91.34
-24.00L

14.0'

130.0'

+80.33
10.00R

PCI 161+25.61

+75.70
10.00L

PSI 161+84.38

+00

162+00

+75.70
10.00R

R10.0'

PI 162+43.92

170 LF, 36" RCP

STA. 162+48.77

163+00

164+00

165+00

166+00

167

+05.72
10.00R

R10.0'

TYPE 'A' CURB

℄ BONITA GRAND DR.

50 LF, 18" RCP

20.0'

+79.08
24.00R

+87.97
24.00R

VALLEY GUTTER

14.0'

R50.0'

R50.0'

EXIST. T.O.B.

Str-32

EXIST. DITCH

12.0' Asphalt Pathway

+23.08
46.00R

+68.49
46.00R

PROPOSED R/W LINE

10.0' PROPOSED P.U.E.

90 LF, 18" RCP

+33.10
75.61R

+57.91
74.14R

GRADE BREAK STA = 162+48.

ELEV = 16.950

Str-31
STA. 164+87.52 OFFSET=-25.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
INV. EL. 11.20, 18" RCP (E)

GRADE BREAK STA = 164+89.85

ELEV = 16.200

Str-32
STA. 164+87.52 OFFSET=25.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
SUMP EL. = 7.29
INV. EL. 11.00, 18" RCP (W)
INV. EL. 7.50, 18" RCP (E)

16.50

0.31%

16.80

16.79

-0.31%

16.48

16.23

16.53

0.30%

50 LF, 18" RCP

90 LF, 18" RCP

00.00

161+84.71

162+00.00

162+58.74

163+00.00

164+00.00

165+00.00

166+00.00

167+

H:\2016\2016068A\Dw\MASTERPLAN\Master-Bonita Grande Dr\2016068 Base-alt-1.dwg Tab PP-19 Jul 19, 2023 - 1:42pm Plotted by KevinFayne

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	19

MATCH LINE SEE STATION 167+00

MATCH LINE SEE STATION 173+00

HM Z

0 10 20

SCALE: 1"=20.0'

EXIST. T.O.B.

EXIST. DITCH

PROPOSED R/W LINE

EXIST. T.O.B.

10.0' PROPOSED P.U.E.

PROPOSED 5.0' BERM

EX. EDGE OF GRAVEL

MATCH EXIST GRADE

+18.34 -44.00L

+45.33 -44.00L

15.25

13.25

13.25

15.25

55 LF, 30" RCP

56 LF, 30" RCP

+16.34 -49.00L

+45.33 -49.00L

Str.-DS-17 DBL. 30" MES INV.= 11.75

Str.-DS-18 DBL. 30" MES INV.= 11.75

PROPOSED FLAT BOTTOM SWALE

EX. EDGE OF GRAVEL

SECTION LINE

CURB FLUME

R25.0'

+09.99 -32.36L

+51.68 -32.36L

Str-33

VALLEY GUTTER

+70.33 -24.00L

+81.33 -10.00L

TYPE 'A' CURB

EXIST. T.O.B.

+00

R10.0'

168+00

C BONITA GRAND DR.

169+00

170+00

171+00

172+00

EXIST. SWALE

173

50 LF, 18" RCP

EXIST. T.O.B.

+81.33 10.00R

TYPE 'A' CURB

VALLEY GUTTER

Str-34

12.0' Asphalt Pathway

PROPOSED R/W LINE

10.0' PROPOSED P.U.E.

90 LF, 18" RCP

GRADE BREAK STA = 167+27

ELEV = 16.920

Str-33
STA. 169+62.53 OFFSET=-25.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
INV. EL. 11.20, 18" RCP (E)

GRADE BREAK STA = 169+64.86

ELEV = 16.200

GRADE BREAK STA = 172+08

ELEV = 16.950

Str-34
STA. 169+62.53 OFFSET=25.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
SUMP EL.=5.50
INV. EL. 11.00, 18" RCP (W)
INV. EL. 7.50, 18" RCP (E)

16.84

16.70

16.40

50 LF, 18" RCP

-0.30%

16.31

0.32%

16.63

16.94

90 LF, 18" RCP

00.00

168+00.00

169+00.00

170+00.00

171+00.00

172+00.00

173+

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

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P.E. NO.: 42339
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6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	20

H:\2016\2016068A\DV\MASTERPLAN\Master-Bonita Grande Dr\2016068 Base-alt-1.dwg Tab: PP-20 Jul 19, 2023 - 1:44pm Plotted by KevinPayne

MATCH LINE SEE STATION 173+00

MATCH LINE SEE STATION 179+00

HM Z

0 10 20

SCALE: 1"=20.0'

EXIST. T.O.B.

EXIST. AG. DITCH

PROPOSED R/W LINE

EXIST. T.O.B.

10.0' PROPOSED P.U.E.

(0.041 AC.) DITCH IMPACT

PROPOSED 5.0' BERM

EX. EDGE OF GRAVEL

PROPOSED FLAT BOTTOM SWALE

EX. EDGE OF GRAVEL

SECTION LINE

Str-35

VALLEY GUTTER

130.0'

14.0'

TYPE 'A' CURB

EXIST. T.O.B.

174+00

50 LF, 18" RCP

175+00

℄ BONITA GRANDE DR.

176+00

EXIST. SWALE

177+00

178+00

179+00

20.0'

EXIST. T.O.B.

TYPE 'A' CURB

14.0'

Str-36

VALLEY GUTTER

12.0' Asphalt Pathway

PROPOSED R/W LINE

10.0' PROPOSED P.U.E.

90 LF, 18" RCP

GRADE BREAK STA = 174+52.33

ELEV = 16.200

GRADE BREAK STA = 177+02.33

ELEV = 16.950

Str-35
STA. 174+50.00 OFFSET=-25.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
INV. EL. 11.20, 18" RCP (E)

Str-36
STA. 174+50.00 OFFSET=25.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
SUMP EL.=5.50
INV. EL. 11.00, 18" RCP (W)
INV. EL. 7.50, 18" RCP (E)

16.66 -0.30% 16.36 16.34 0.30% 16.64 16.94 16.66 -0.30%

50 LF, 18" RCP

90 LF, 18" RCP

00.00 174+00.00 175+00.00 176+00.00 177+00.00 178+00.00 179+

H:\2016\2016068A\DWG\MASTERPLAN\Master-Bonita Grande Dr-2016068 Base-alt-Leg Tab PP-21 Jul 19, 2023 - 1:45pm Plotted by KevinPayne

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	07/23
DRAWN BY:	KLP	DATE:	07/23
CHECKED BY:	REB	DATE:	07/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	21

MATCH LINE SEE STATION 179+00

MATCH LINE SEE STATION 185+00

HM

0 10 20

SCALE: 1"=20.0'

EXIST. T.O.B.

EXIST. AG. DITCH

EXIST. T.O.B.

10.0' PROPOSED P.U.E.

(0.026 AC.) DITCH IMPACT

PROPOSED R/W LINE

PROPOSED 5.0' BERM

15.25

13.25

13.25

15.25

EX. EDGE OF GRAVEL

PROPOSED FLAT BOTTOM SWALE

SECTION LINE

EX. EDGE OF GRAVEL

Str-37

Str-39

VALLEY GUTTER

TYPE 'A' CURB

EXIST. T.O.B.

14.0'

±00

50 LF, 18" RCP

180+00

181+00

℄ BONITA GRAND DR.

182+00

EXIST. SWALE

183+00

184+00

50 LF, 18" RCP

185

130.0'

20.0'

14.0'

TYPE 'A' CURB

Str-38

Str-40

VALLEY GUTTER

EXIST. T.O.B.

12.0' Asphalt Pathway

PROPOSED R/W LINE

10.0' PROPOSED P.U.E.

90 LF, 18" RCP

90 LF, 18" RCP

GRADE BREAK STA = 179+52.33

ELEV = 16.200

Str-37
STA. 179+50.00 OFFSET=-25.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
INV. EL. 11.20, 18" RCP (E)

50 LF, 18" RCP

Str-38
STA. 179+50.00 OFFSET=25.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
SUMP EL.=5.50
INV. EL. 11.00, 18" RCP (W)
INV. EL. 7.50, 18" RCP (E)

90 LF, 18" RCP

16.36

16.34

0.30%

16.64

GRADE BREAK STA = 182+02

ELEV = 16.950

16.64

16.66

-0.30%

16.36

Str-39
STA. 184+50.00 OFFSET=-25.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
INV. EL. 11.20, 18" RCP (E)

Str-40
STA. 184+50.00 OFFSET=25.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
SUMP EL.=5.50
INV. EL. 11.00, 18" RCP (W)
INV. EL. 7.50, 18" RCP (E)

GRADE BREAK STA = 184+52.33

ELEV = 16.200

50 LF, 18" RCP

90 LF, 18" RCP

180+00.00

181+00.00

182+00.00

183+00.00

184+00.00

185+

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	22

H:\2016\2016068A\DV\MASTERPLAN\Master-Bonita Grande Dr-\2016068 Base-alt-Ldwg Tab: PP-22 Jul 19, 2023 - 1:46pm Plotted by: KevinPayne

MATCH LINE SEE STATION 185+00

MATCH LINE SEE STATION 191+00

HM Z

0 10 20

SCALE: 1"=20.0'

EXIST. T.O.B.

EXIST. AG. DITCH

EXIST. T.O.B.

PROPOSED R/W LINE

10.0' PROPOSED P.U.E.

PROPOSED 5.0' BERM

EX. EDGE OF GRAVEL

PROPOSED R/W LINE

15.25

SECTION LINE

13.25

PROPOSED FLAT BOTTOM SWALE

13.25

EX. EDGE OF GRAVEL

15.25

Str-41

VALLEY GUTTER

14.0'

TYPE 'A' CURB

+62.92
-24.00L

+62.92
-10.00L

PC 189+62.33

Mid 190+27.76

+92.53
-24.00L

R820.0'

PT 191+92.53

+00

186+00

Q BONITA GRAND DR.

187+00

188+00

189+00

50 LF, 18" RCP

190+00

+92.53
-10.00L

130.0'

20.0'

TYPE 'A' CURB

14.0'

EXIST. T.O.B.

EXIST. SWALE

+62.92
10.00R

Str-42

VALLEY GUTTER

R800.0'

+92.53
10.00R

EXIST. T.O.B.

+62.92
24.00R

+88.99
33.06R

+92.53
24.00R

12.0' Asphalt Pathway

+91.70
32.06R

10.0' PROPOSED P.U.E.

PROPOSED R/W LINE

PROPOSED R/W LINE

PROPOSED ROADWAY DRAINAGE OUTFALL PIPE, TO CONNECT TO BONITA GRAND ONSITE STORMWATER MANAGEMENT SYSTEM DESIGNED BY OTHERS.

92 LF, 18" RCP

GRADE BREAK STA = 187+02

ELEV = 16.950

GRADE BREAK STA = 189+52.33

ELEV = 16.200

Str-41
STA. 189+50.00 OFFSET=-25.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
INV. EL. 11.20, 18" RCP (E)

Str-42
STA. 189+50.00 OFFSET=25.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
W/ Type P Bottom
E.O.P. EL. = 15.80
SUMP EL.=5.50
INV. EL. 11.00, 18" RCP (W)
INV. EL. 7.50, 18" RCP (E)

16.34

0.30%

16.64

16.94

16.66

-0.30%

16.36

16.35

0.32%

50 LF, 18" RCP

92 LF, 18" RCP

00.00

186+00.00

187+00.00

188+00.00

189+00.00

189+63.94

190+00.00

190+55.99

191+

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NUMBER	REVISIONS	DATE
5		
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BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

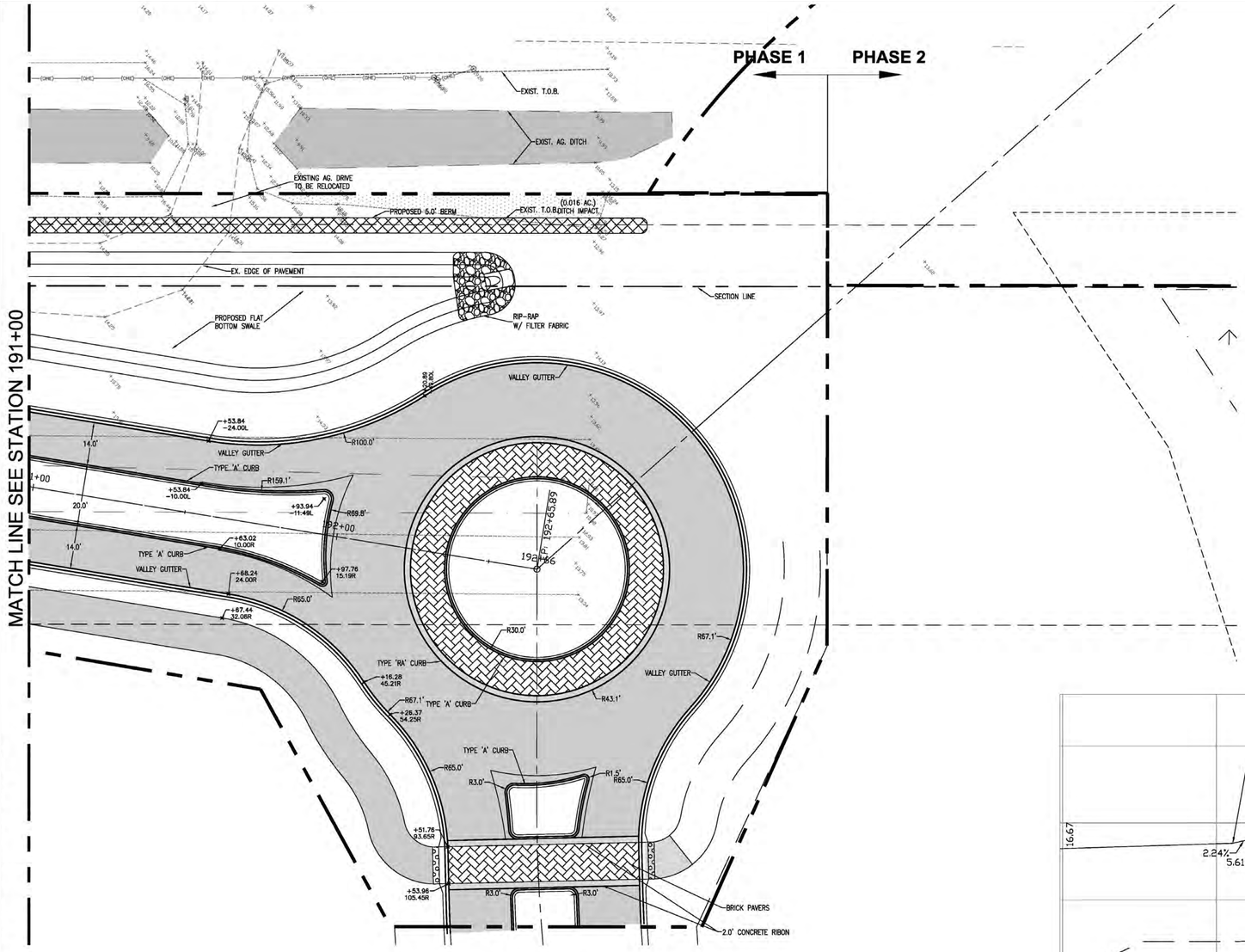
DESIGNED BY: KLP	DATE: 07/23	VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

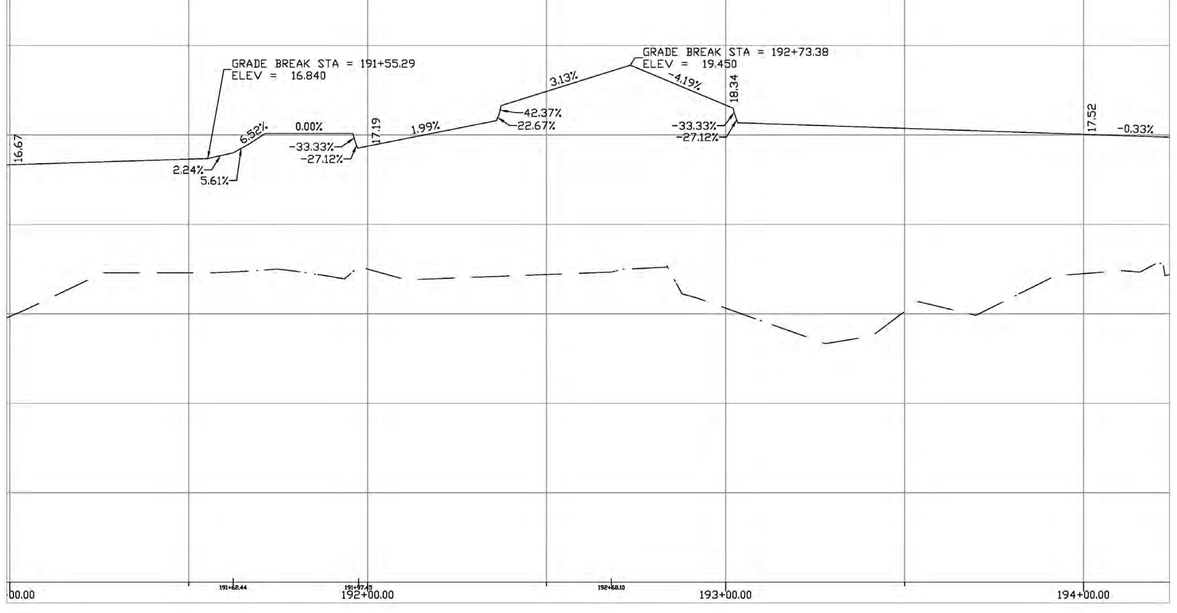
REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016.068	23



HM Z

0 10 20

SCALE: 1"=20.0'



NUMBER	REVISIONS	DATE
5		
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BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
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FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

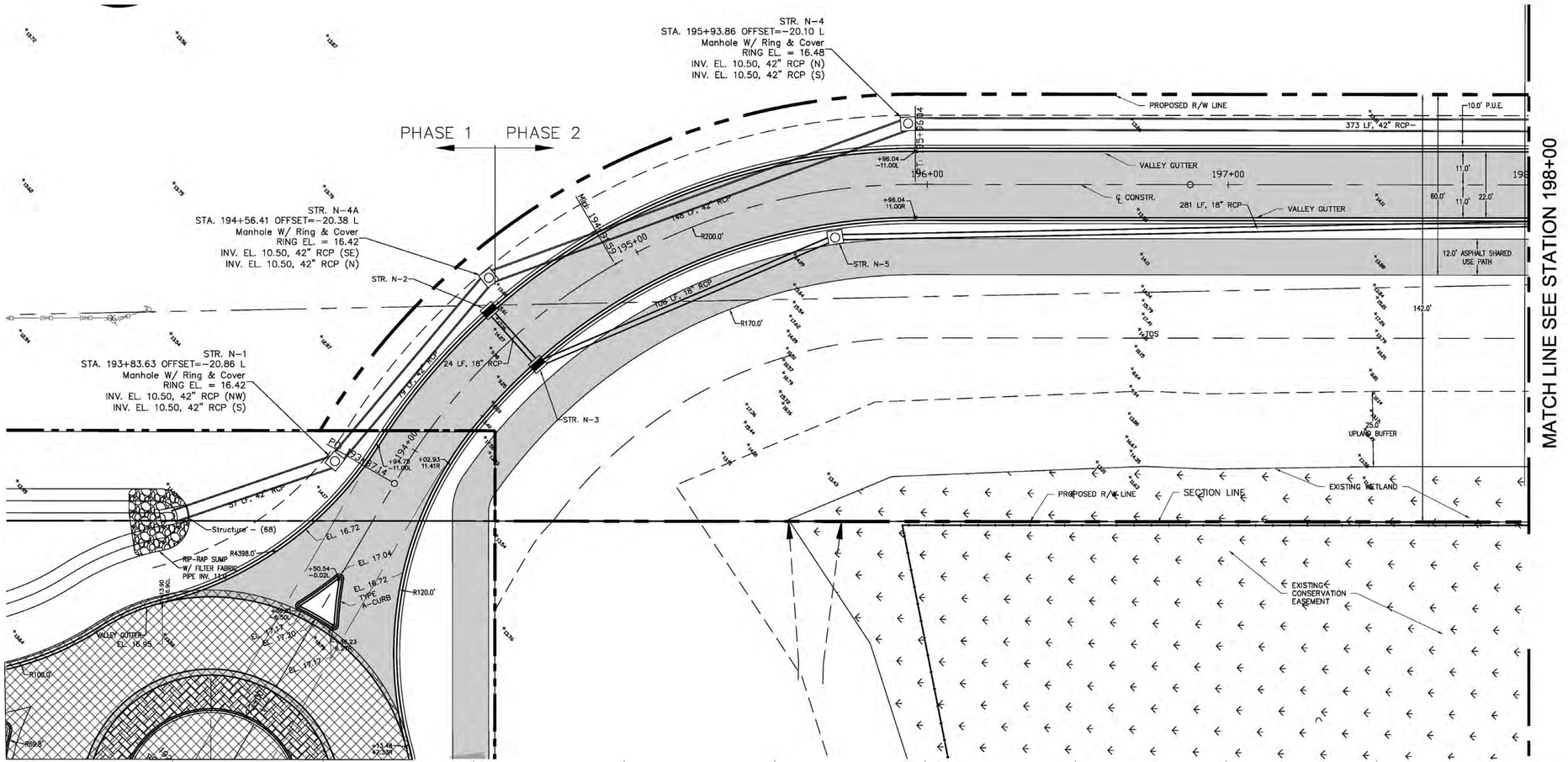
REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	24

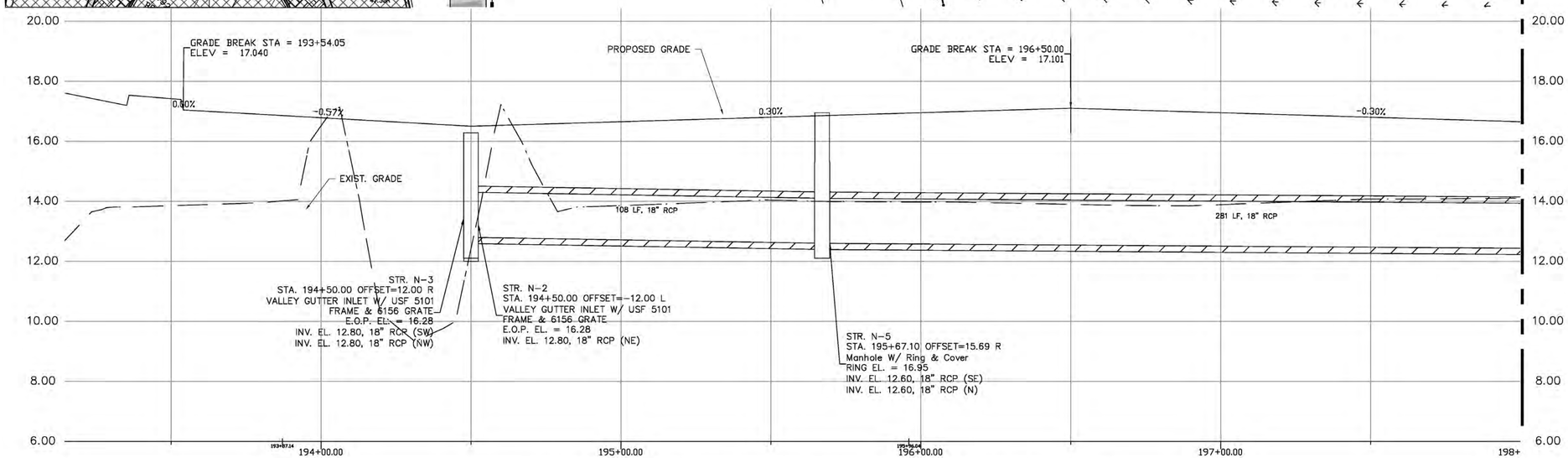
H:\2016\2016068A\DWG\MASTERPLAN\Master-Bonita Grande Dr\2016068 Base-alt-1.dwg Tab PP-24 Jul 19, 2023 - 1:48pm Plotted by: KevinPayne

HM Z

0 10 20

SCALE: 1"=20.0'





NUMBER	REVISIONS	DATE
5		
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BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
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6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	25

H:\2016\2016068A\DWG\MASTERPLAN\2016068C Park Road\2016068 Base Park Road - 00.dwg Tab PP-25 Jul 19, 2023 - 5:45pm Plotted by: KevinPayne

HM Z

0 10 20

SCALE: 1"=20.0'

MATCH LINE SEE STATION 198+00

MATCH LINE SEE STATION 204+00

STR. N-8
STA. 199+66.25 OFFSET=-19.54 L
Manhole W/ Ring & Cover
RING EL. = 16.50
INV. EL. 10.50, 42" RCP (N)
INV. EL. 10.50, 42" RCP (S)

STR. N-12
STA. 201+91.56 OFFSET=-19.68 L
Manhole W/ Ring & Cover
RING EL. = 16.65
INV. EL. 10.50, 42" RCP (N)
INV. EL. 10.50, 42" RCP (S)

10.0' P.U.E.
PROPOSED R/W LINE
227 LF, 42" RCP
BONITA GRANDE DRIVE
P.C. 201+47.86
MH at 201+46.75
STR. N-10
202+00
24 LF, 18" RCP
11.0' STR. N-6
199+00
200+00
201+00
22.0'
60.0'
11.0'
24 LF, 18" RCP
189 LF, 24" RCP
℄ CONSTR.
VALLEY GUTTER
12.0' ASPHALT SHARED USE PATH
STR. N-7
STR. N-9
159 LF, 24" RCP
STR. N-11
203+00
R500.0'
P.T. 203+54.54
204+00
142.0'
TOS
R470.0'
TOS
25.0' UPLAND BUFFER
609.42' 57.68'
EXISTING WETLAND
SECTION LINE
PROPOSED R/W LINE
SECTION LINE
EXISTING CONSERVATION EASEMENT
FES-N-1
FLAIRED END SECTION
INV. EL. 11.60, 24" RCP (W)
RPD PRE-TREATMENT BASIN

GRADE BREAK STA = 198+50.00
ELEV = 16.500
GRADE BREAK STA = 200+25.00
ELEV = 17.020
GRADE BREAK STA = 202+10.00
ELEV = 16.500
PROPOSED GRADE
0.30%
-0.30%
0.30%
189 LF, 24" RCP
EXISTING GRADE
159 LF, 24" RCP
195 LF, 24" RCP

STR. N-6
STA. 198+50.00 OFFSET=-12.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 12.80, 18" RCP (E)

STR. N-7
STA. 198+50.00 OFFSET=12.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 12.40, 18" RCP (S)
INV. EL. 12.40, 24" RCP (N)
INV. EL. 12.80, 18" RCP (W)

STR. N-9
STA. 200+39.21 OFFSET=15.42 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.96
INV. EL. 12.20, 24" RCP (S)
INV. EL. 12.20, 24" RCP (N)

STR. N-10
STA. 202+00.00 OFFSET=-12.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 13.00, 18" RCP (E)

STR. N-11
STA. 202+00.00 OFFSET=12.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 12.80, 18" RCP (W)
INV. EL. 12.00, 24" RCP (E)
INV. EL. 12.00, 24" RCP (S)

24.00 22.00 20.00 18.00 16.00 14.00 12.00 10.00 8.00 6.00

00.00 199+00.00 200+00.00 201+00.00 201+47.86 202+00.00 203+00.00 203+45.04 20

H:\2016\2016068A\DW\MASTERPLAN\2016068C Park Road\2016068 Base Park Road - 00.dwg Tab PP-26 Jul 19, 2023 - 5:52pm Plotted by: KevinPayne

NUMBER	REVISIONS	DATE
5		
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BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

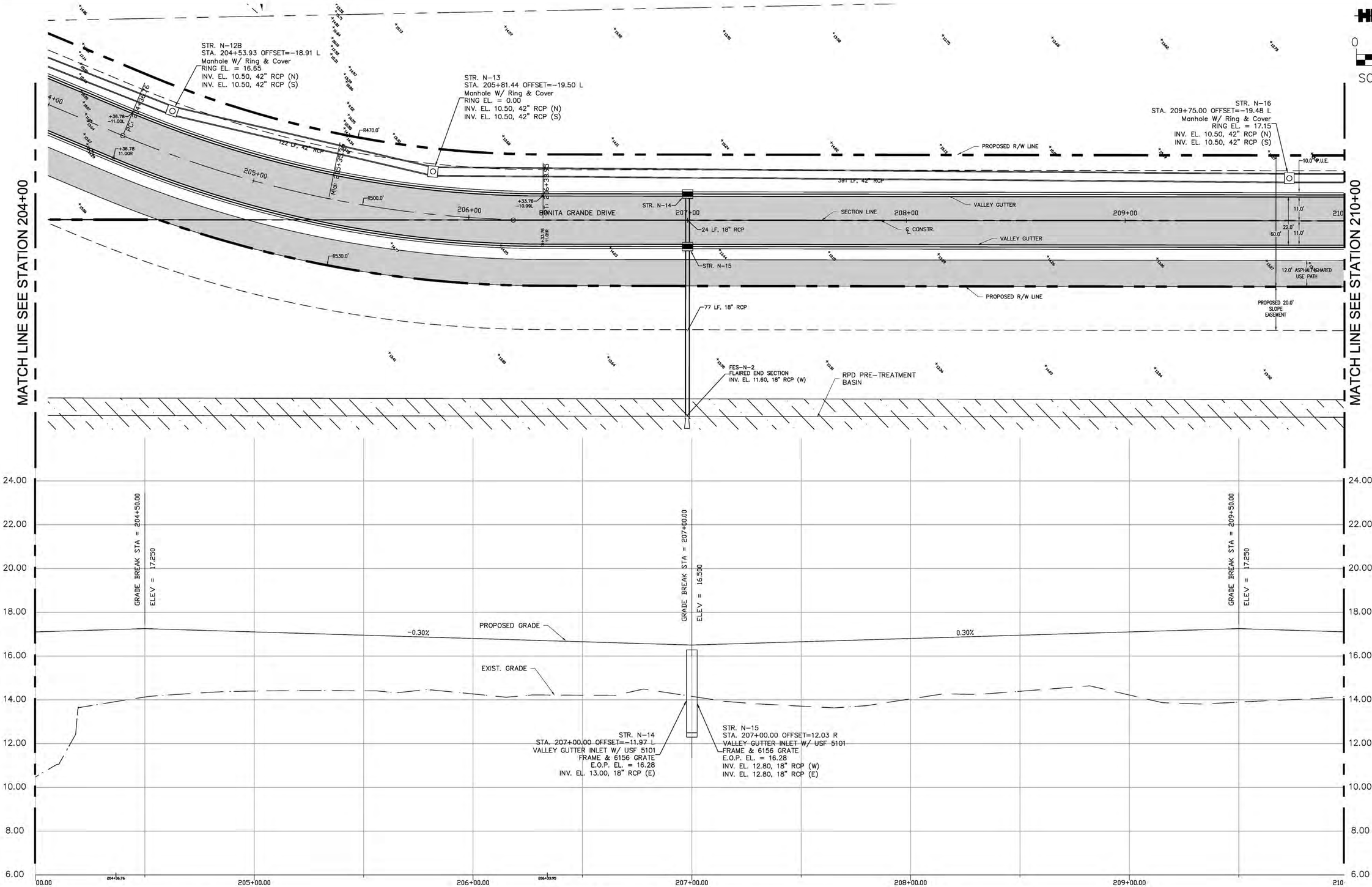
DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016068C	26



HM
0 10 20
SCALE: 1"=20.0'

H:\2016\2016068A\DWG\MASTERPLAN\2016068C Park Road\2016068 Base Park Road - 00.dwg Tab PP-27 Jul 19, 2023 - 5:54pm Plotted by: KevinPayne

NUMBER	REVISIONS	DATE
5		
4		
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2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23	
DRAWN BY: KLP	DATE: 07/23	
CHECKED BY: REB	DATE: 07/23	
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'	

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO. —	DRAWING NO. —
PROJECT NO. 2016068C	SHEET NO. 27

HM Z

0 10 20

SCALE: 1"=20.0'

MATCH LINE SEE STATION 210+00

MATCH LINE SEE STATION 216+00

STR. N-19
STA. 213+90.61 OFFSET=-19.91 L
Manhole W/ Ring & Cover
RING EL. = 16.96
INV. EL. 10.50, 42" RCP (E)
INV. EL. 10.50, 42" RCP (S)

PROPOSED R/W LINE

416 LF, 42" RCP

STR. N-17

STR. N-18

24 LF, 18" RCP

77 LF, 18" RCP

PI: 212+77.46

BONITA GRANDE DRIVE

SECTION LINE

℄ CONSTR.

VALLEY GUTTER

10.0' P.U.E.

11.0'

22.0'

60.0'

11.0'

12.0' ASPHALT SHARED USE PATH

PROPOSED 20.0' SLOPE EASEMENT

TRUNK LINE FOR RPD OUTFALL

526 LF, 42" RCP

FES-N-3
FLAIRED END SECTION
INV. EL. 11.60, 18" RCP (W)

RPD PRE-TREATMENT BASIN

211+00 212+00 213+00 214+00 215+00

24.00 22.00 20.00 18.00 16.00 14.00 12.00 10.00 8.00 6.00

GRADE BREAK STA = 212+00.00
ELEV = 16.500

GRADE BREAK STA = 214+50.00
ELEV = 17.250

PROPOSED GRADE

-0.30%

0.30%

-0.30%

EXIST. GRADE

24" RCP

STR. N-17
STA. 212+00.00 OFFSET=-11.77 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 13.00, 18" RCP (E)

STR. N-18
STA. 212+00.00 OFFSET=12.23 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 12.80, 18" RCP (W)
INV. EL. 12.80, 18" RCP (E)

NUMBER	REVISIONS	DATE
5		
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BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016068C	28

H:\2016\2016068A\DWG\MASTERPLAN\2016068C Park Road\2016068 Base Park Road - 00.dwg Tab: PP-28 Jul 19, 2023 - 9:56am Plotted by: KevinPayne

SCALE: 1"=20.0'

MATCH LINE SEE STATION 216+00

MATCH LINE SEE STATION 222+00

PROPOSED R/W LINE

STR. N-20

24 LF, 18" RCP

STR. N-21

77 LF, 18" RCP

FES-N-4
FLAIRED END SECTION
INV. EL. 11.60, 18" RCP (W)

RPD PRE-TREATMENT BASIN

VALLEY GUTTER

SECTION LINE

℄ CONSTR.

BONITA GRANDE DRIVE

10.0' P.U.E.

11.0'

22.0'

60.0'

11.0'

12.0' ASPHALT SHARED USE PATH

PROPOSED 20.0' SLOPE EASEMENT

216+00 217+00 218+00 219+00 220+00 221+00 222+00

24.00
22.00
20.00
18.00
16.00
14.00
12.00
10.00
8.00
6.00

GRADE BREAK STA = 217+00.00
ELEV = 16.500

GRADE BREAK STA = 219+50.00
ELEV = 17.250

GRADE BREAK STA = 222+00.00

PROPOSED GRADE

EXIST. GRADE

0.30%

-0.30%

STR. N-20
STA. 216+99.99 OFFSET=-11.82 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 13.00, 18" RCP (E)

STR. N-21
STA. 217+00.01 OFFSET=12.18 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 12.80, 18" RCP (W)
INV. EL. 12.80, 18" RCP (E)

00.00 217+00.00 218+00.00 219+00.00 220+00.00 221+00.00 222+

NUMBER	REVISIONS	DATE
5		
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BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

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6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016068C	29

H:\2016\2016068A\DWG\MASTERPLAN\2016068C Park Road\2016068 Base Park Road - 00.dwg Tab PP-29 Jul 19, 2023 - 5:57pm Plotted by: KevinPayne

HM Z

0 10 20

SCALE: 1"=20.0'

MATCH LINE SEE STATION 222+00

MATCH LINE SEE STATION 228+00

BONITA GRANDE DRIVE

PROPOSED R/W LINE

STR. N-22

10.0' P.U.E

11.0'

22.0'

60.0'

11.0'

222+00

223+00

224+00

225+00

226+00

VALLEY GUTTER

℄ CONSTR.

VALLEY GUTTER

24 LF, 18" RCP

STR. N-23

12.0' ASPHALT SHARED USE PATH

PROPOSED 20.0' SLOPE EASEMENT

PROPOSED R/W LINE

77 LF, 18" RCP

FES-N-5
FLAIRED END SECTION
INV. EL. 11.60, 18" RCP (W)

RPD PER-TREATMENT BASIN

+20.25
-11.00

PC 226+20.25

R470.0'

R500.0'

R530.0'

227+00.00

+81.49
-11.00L

+81.49
11.00R

PT 228+00.87

228

RPD PER-TREATMENT BASIN

24.00
22.00
20.00
18.00
16.00
14.00
12.00
10.00
8.00
6.00

ELEV = 16.500

PROPOSED GRADE

0.30%

GRADE BREAK STA = 224+50.00

ELEV = 17.250

-0.30%

GRADE BREAK STA = 227+00.00

ELEV = 16.500

EXIST. GRADE

STR. N-24
STA. 227+00.00 OFFSET=-12.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 13.00, 18" RCP (E)

18" RCP

STR. N-25
STA. 227+00.00 OFFSET=12.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 12.80, 18" RCP (E)
INV. EL. 12.80, 18" RCP (W)

00.00
223+00.00
224+00.00
225+00.00
226+00.00
226+20.25
227+00.00
227+81.49
228+

H:\2016\2016068A\DWG\MASTERPLAN\2016068C Park Road\2016068 Base Park Road - 00.dwg Tab: PP-30 Jul 19, 2023 - 5:08pm Plotted by: KevinPayne

NUMBER	REVISIONS	DATE
5		
4		
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1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23	VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016068C	30

HM Z

0 10 20

SCALE: 1"=20.0'

MATCH LINE SEE STATION 228+00

MATCH LINE SEE STATION 234+00

PROPOSED R/W LINE

VALLEY GUTTER

℄ CONSTR.

VALLEY GUTTER

PROPOSED R/W LINE

BONITA GRANDE DRIVE

10.0' P.U.E

11.0'

22.0'

11.0'

60.0'

12.0' ASPHALT SHARED USE PATH

PROPOSED 20.0' SLOPE EASEMENT

25.0' UPLAND BUFFER

25.0' UPLAND BUFFER

R500.0'

R470.0'

R500.0'

R530.0'

STR. N-26

STR. N-27

24 LF, 18" RCP

117 LF, 18" RCP

RPD PRE-TREATMENT BASIN

FES-N-7
FLAIRED END SECTION
INV. EL. 11.60, 18" RCP (NW)

Mid 229+85.53

P.I. 231+14.93

P.C. 231+72.26

Mid 232+26.76

P.T. 232+81.26

+56.13 -11.00L

+56.13 11.00R

+14.93 -11.00L

+14.93 11.00R

+72.26 -11.00L

+72.26 11.00R

+81.26 -11.00L

+81.28 11.00R

229+00

230+00

231+00

232+00

233+00

GRADE BREAK STA = 229+50.00
ELEV = 17.250

GRADE BREAK STA = 232+00.00
ELEV = 16.500

PROPOSED GRADE

EXIST. GRADE

0.30%

-0.30%

0.42%

117 LF, 18" RCP

STR. N-27
STA. 232+00.00 OFFSET=12.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 12.80, 18" RCP (W)
INV. EL. 12.80, 18" RCP (SE)

STR. N-26
STA. 232+00.00 OFFSET=-12.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.28
INV. EL. 13.00, 18" RCP (E)

24.00
22.00
20.00
18.00
16.00
14.00
12.00
10.00
8.00
6.00

00.00
229+00.00
230+00.00
231+00.00
232+00.00
233+00.00

H:\2016\2016068A\DWG\MASTERPLAN\2016068C Park Road\2016068 Base Park Road - 00.dwg Tab PP-31 Jul 19, 2023 - 5:59pm Plotted by: KevinPayne

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23	VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016068C	31

MATCH LINE SEE STATION 234+00

MATCH LINE SEE STATION 240+00

HM

0 10 20

SCALE: 1"=20.0'

PROPOSED R/W LINE

25.0' UPLAND BUFFER

STR. N-28

VALLEY GUTTER

C CONSTR.

BONITA GRANDE DRIVE

24 LF, 18" RCP

12.0' ASPHALT SHARED USE PATH

PROPOSED 20.0' SLOPE EASEMENT

77 LF, 18" RCP

TO RPD LAKE

FES-N-8
FLAIRED END SECTION
INV. EL. 11.60, 18" RCP (W)

STR N-29

PC 237+25.60

PT 238+11.19

R300.0'

R330.0'

+25.60 -11.00L

+25.60 11.00R

+97.74 -11.00L

+97.74 11.00R

60.0' 22.0' 11.0' 11.0'

GRADE BREAK STA = 234+50.00
ELEV = 17.550

GRADE BREAK STA = 237+00.00
ELEV = 16.800

GRADE BREAK STA = 239+50.00
ELEV = 17.550

PROPOSED GRADE

-0.30%

0.30%

EXIST. GRADE

STR N-29
STA. 237+00.00 OFFSET=12.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.58
INV. EL. 12.80, 18" RCP (W)
INV. EL. 12.80, 18" RCP (E)

STR. N-28
STA. 237+00.00 OFFSET=-12.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.58
INV. EL. 13.00, 18" RCP (E)

24.00 22.00 20.00 18.00 16.00 14.00 12.00 10.00 8.00 6.00

00.00 235+00.00 236+00.00 237+00.00 238+00.00 239+00.00 240+

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'		

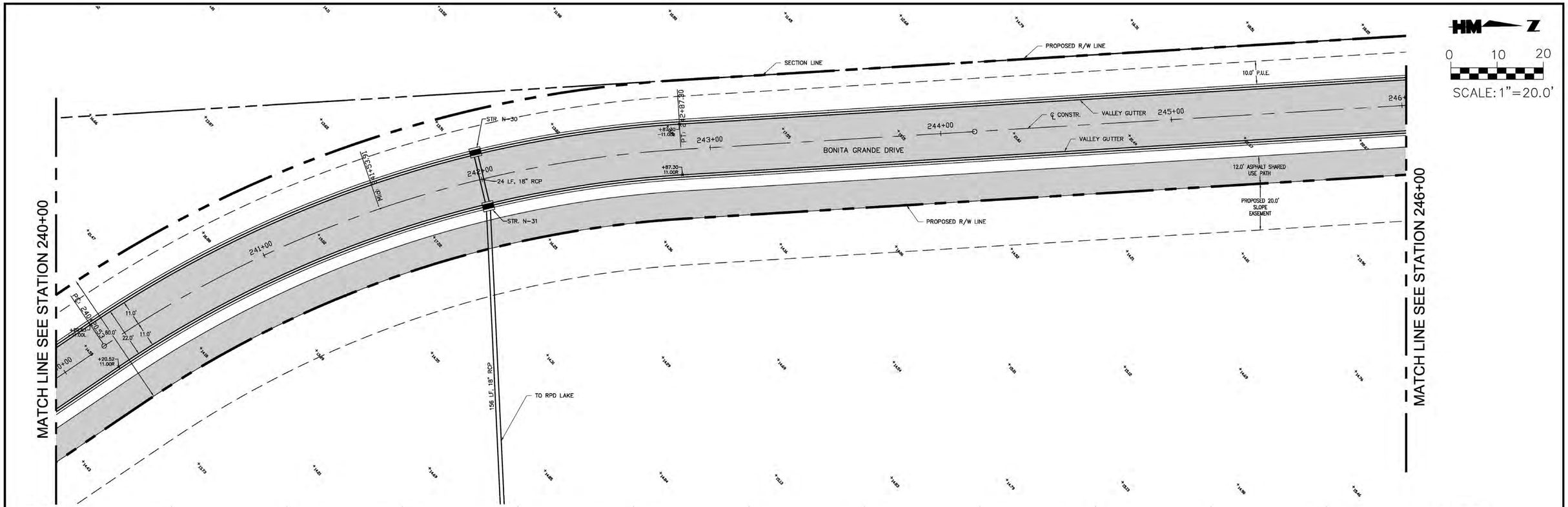
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

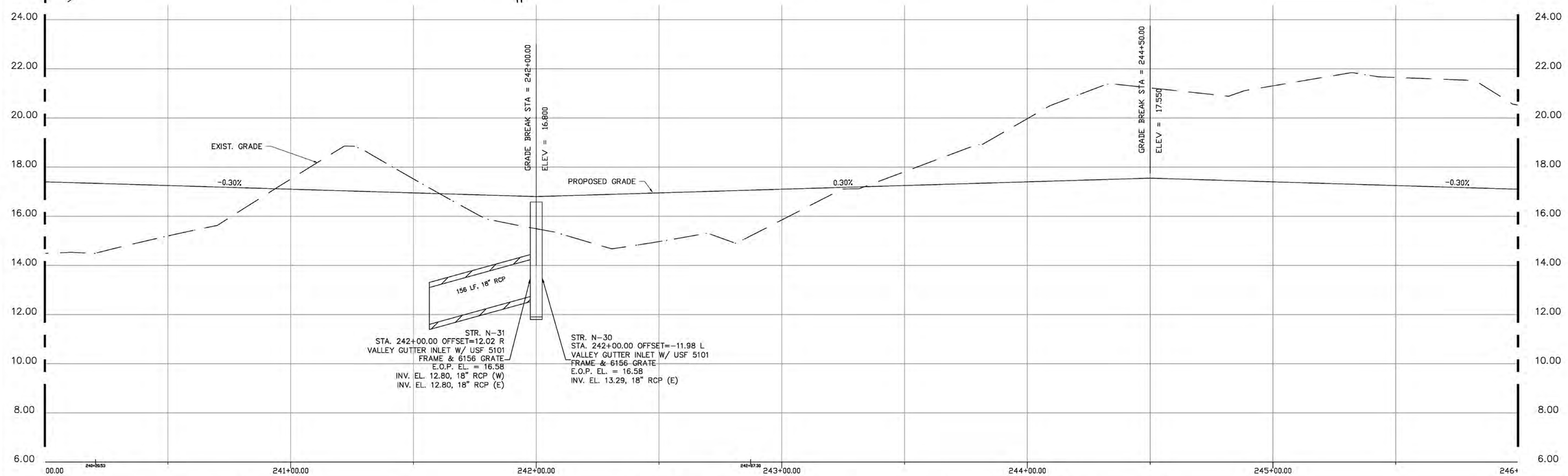
RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
—	—
PROJECT NO.	SHEET NO.
2016068C	32

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NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE
EAST TERRY ST. TO PARK SITE
LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016068C	33

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HM Z

0 10 20

SCALE: 1"=20.0'

MATCH LINE SEE STATION 246+00

MATCH LINE SEE STATION 251+00

SECTION LINE

PROPOSED R/W LINE

10.0' P.U.E.

VALLEY GUTTER

VALLEY GUTTER

BONITA GRANDE DRIVE

℄ CONSTR.

248+00

249+00

250+00

251+

STR. N-32

247+00

24 LF, 18" RCP

STR. N-33

161 LF, 18" RCP

TO RPD LAKE

11.0'

22.0'

60.0'

11.0'

12.0' ASPHALT SHARED USE PATH

PROPOSED 20.0' SLOPE EASEMENT

PROPOSED R/W LINE

24.00
22.00
20.00
18.00
16.00
14.00
12.00
10.00
8.00
6.00

GRADE BREAK STA = 247+00.00
ELEV = 16.800

GRADE BREAK STA = 249+00.00
ELEV = 17.637

PROPOSED GRADE

0.42%

-0.31%

EXIST. GRADE

STR. N-33
STA. 247+01.89 OFFSET=12.00 R
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.58
INV. EL. 12.80, 18" RCP (W)
INV. EL. 12.80, 18" RCP (E)

STR. N-32
STA. 247+01.89 OFFSET=-12.00 L
VALLEY GUTTER INLET W/ USF 5101
FRAME & 6156 GRATE
E.O.P. EL. = 16.58
INV. EL. 13.00, 18" RCP (E)

-00.00
247+00.00
248+00.00
249+00.00
250+00.00
251+

NUMBER	REVISIONS	DATE
5		
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2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

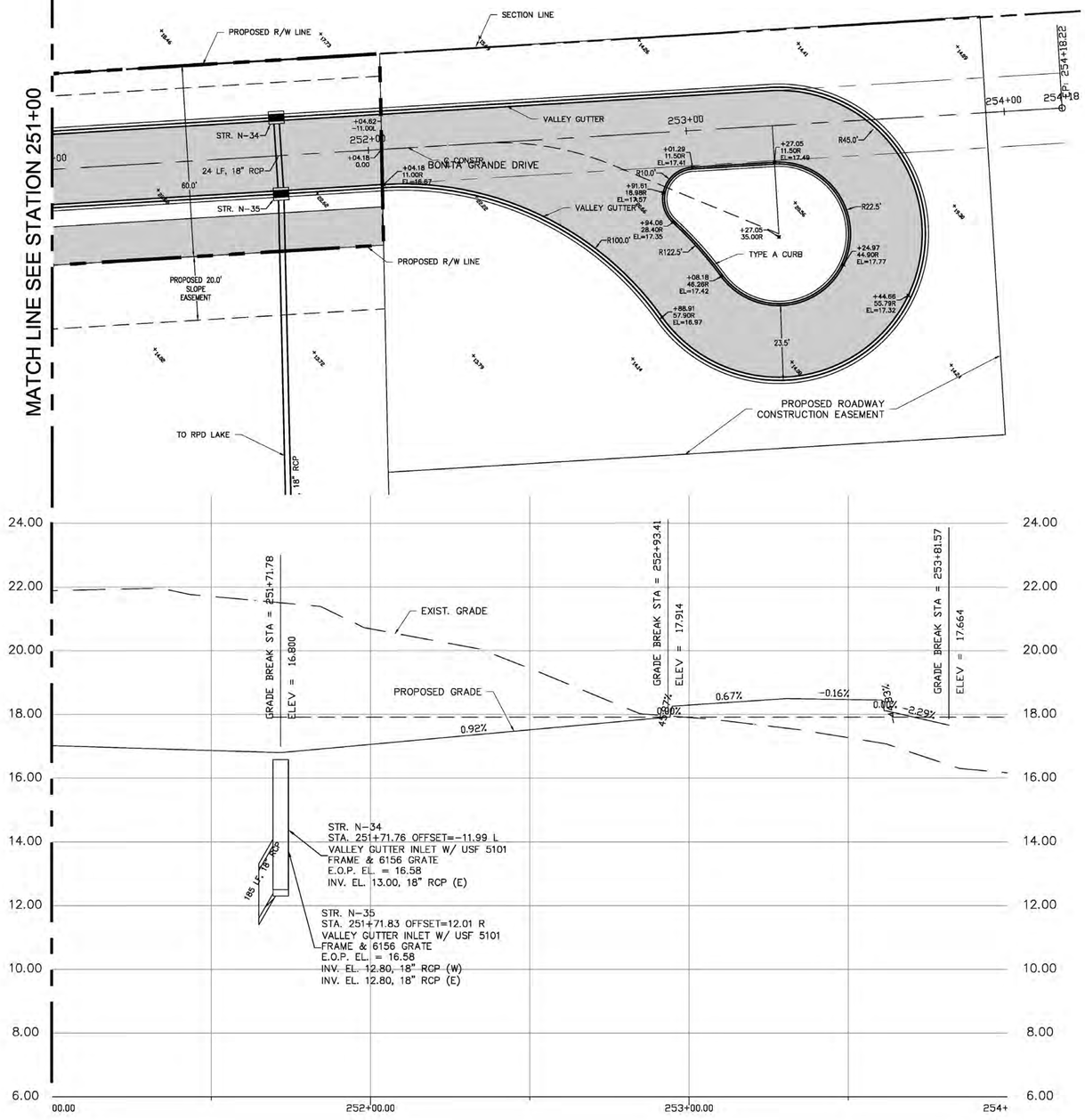
REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016068C	34

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HM Z

0 10 20

SCALE: 1"=20.0'



NUMBER	REVISIONS	DATE
5		
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BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23	REFERENCE NO. –	DRAWING NO. –
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23	PROJECT NO. 2016068C	SHEET NO. 35
VERTICAL SCALE: 1"=10.0'	HORIZONTAL SCALE: 1"=20.0'		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

PLAN & PROFILE

H:\2016\2016068A\DWG\MASTERPLAN\2016068C Park Road\2016068 Base Park Road - 00.dwg Tab PP-35 Jul 19, 2023 - 6:06pm Plotted by KevinPayne

HM Z

0 10 20

SCALE: 1"=20.0'

CONNECT TO EXISTING PIPE

MES (29"X45")
INV. = 10.50

30 LF, 29"X45" ERCP

EX. 29"X45" ERCP

EX. 29"X45" ERCP

Str. R-5
STA. 106+20.41 OFFSET=-138.43 L
CURB INLET TYPE 6
RIM EL. = 15.70
INV. EL. 10.50, 29"X45" ERCP(N)
INV. EL. 10.50, 29"X45" ERCP(S)

Str. R-6
STA. 105+93.74 OFFSET=-130.09 L
CURB INLET TYPE 6
RIM EL. = 15.71
INV. EL. 10.50, 29"X45" ERCP(N)
INV. EL. 10.50, Horizontal Elliptical Concrete Pipe(S)

PROPERTY LINE

PROPOSED
R/W LINE

Str. R-8
STA. 104+61.66 OFFSET=-5.92 L
CURB INLET TYPE 6
RIM EL. = 15.71
INV. EL. 10.50, 29"X45" ERCP(S)
INV. EL. 10.50, 29"X45" ERCP(N)
INV. EL. 10.50, 29"X45" ERCP(E)

PROPOSED
R/W LINE

MES (29"X45")
INV. = 10.50

140 LF, 29"x45" ERCP

47 LF, 29"x45" ERCP

103+00

104+00

105+00

106+00

107+00

108+00

109+00

BONITA GRANDE DR.

357 LF, 29"x45" ERCP

356 LF, 29"x45" ERCP

EX. 29"X45" ERCP

180 LF, 29"x45" ERCP

MES (29"X45")
INV. = 10.50

PROPOSED
R/W LINE

Str. R-7
STA. 104+64.22 OFFSET=31.08 R
CURB INLET TYPE 6
RIM EL. = 15.71
INV. EL. 10.50, 29"X45" ERCP(S)
INV. EL. 10.50, 29"X45" ERCP(N)
INV. EL. 10.50, 29"X45" ERCP(W)

PROPERTY LINE

PROPERTY LINE

Str. R-4
STA. 105+76.05 OFFSET=133.83 R
CURB INLET TYPE 6
RIM EL. = 15.70
INV. EL. 10.50, 29"X45" ERCP(N)
INV. EL. 10.50, 29"X45" ERCP(S)

MES (29"X45")
INV. = 10.50

8 LF, 29"x45" ERCP

37 LF, 29"x45" ERCP

35 LF, 29"x45" ERCP

MES (29"X45")
INV. = 10.50

Str. R-3
STA. 106+26.92 OFFSET=142.01 R
CURB INLET TYPE 6
RIM EL. = 15.70
INV. EL. 10.50, 29"X45" ERCP(S)
INV. EL. 10.50, 29"X45" ERCP(N)

EXIST FENCE
TO BE REMOVED

Str. R-1
STA. 108+20.34 OFFSET=-9.03 L
CURB INLET TYPE 6
RIM EL. = 15.71
INV. EL. 10.50, 29"X45" ERCP(E)
INV. EL. 10.50, 29"X45" ERCP(S)

EXIST. SIGN
TO BE REMOVED

EXIST. SIGN
TO BE REMOVED

EXIST. SIGN
TO BE REMOVED

EXIST. FENCE

UTILITY POLE
TO BE RELOCATED
(BY OTHERS)

EXIST GATE
TO BE REMOVED

35 LF, 29"x45" ERCP

35 LF, 29"x45" ERCP

Str. R-2
STA. 108+20.06 OFFSET=-26.21 R
CURB INLET TYPE 6
RIM EL. = 15.71
INV. EL. 10.50, Horizontal Elliptical Concr
INV. EL. 10.50, 29"X45" ERCP(W)
INV. EL. 10.50, 29"X45" ERCP(S)
INV. EL. 10.50, Horizontal Elliptical Concr

DBL. MES (29"X45")
INV. = 10.50

PROPOSED
R/W LINE

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY:	KLP	DATE:	03/23
DRAWN BY:	KLP	DATE:	03/23
CHECKED BY:	REB	DATE:	03/23
VERTICAL SCALE:	1"=10.0'	HORIZONTAL SCALE:	1"=20.0'

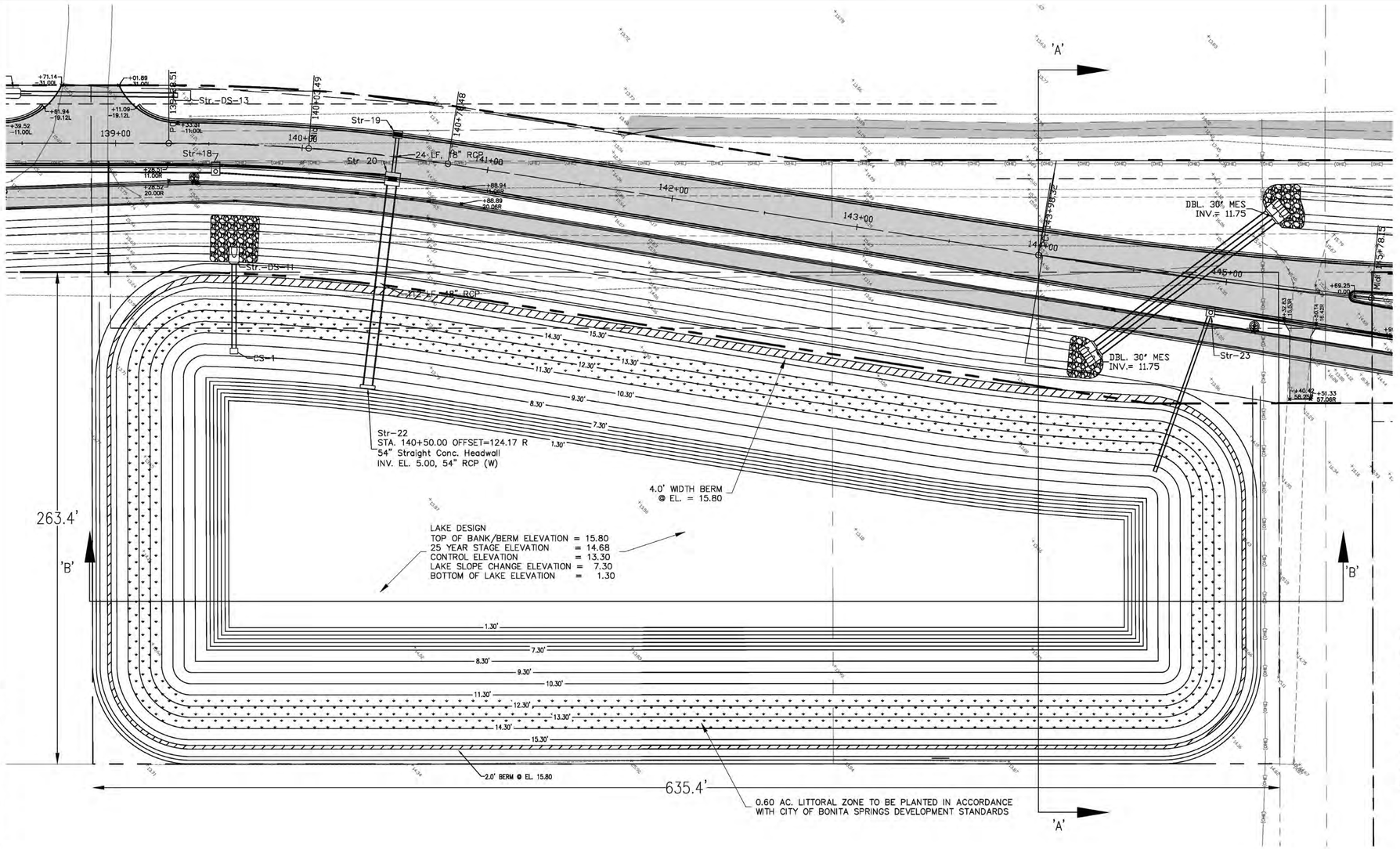
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

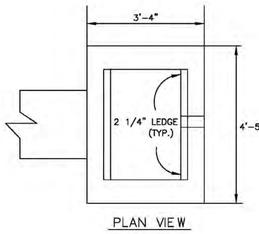
RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

BONITA GRANDE DR &
EAST TERRY ST.
INTERSECTION IMPROVEMENTS

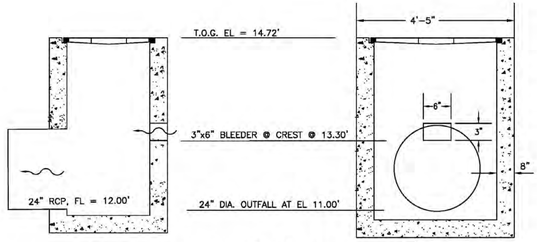
REFERENCE NO.	DRAWING NO.
–	–
PROJECT NO.	SHEET NO.
2016.068	36

H:\2016\2016068A.DW\MASTERPLAN\Master-Bonita Grande Dr\2016068 Base-alt-1.dwg Tab P-25 Jul 19, 2023 - 12:52pm Plotted by KevinPayne



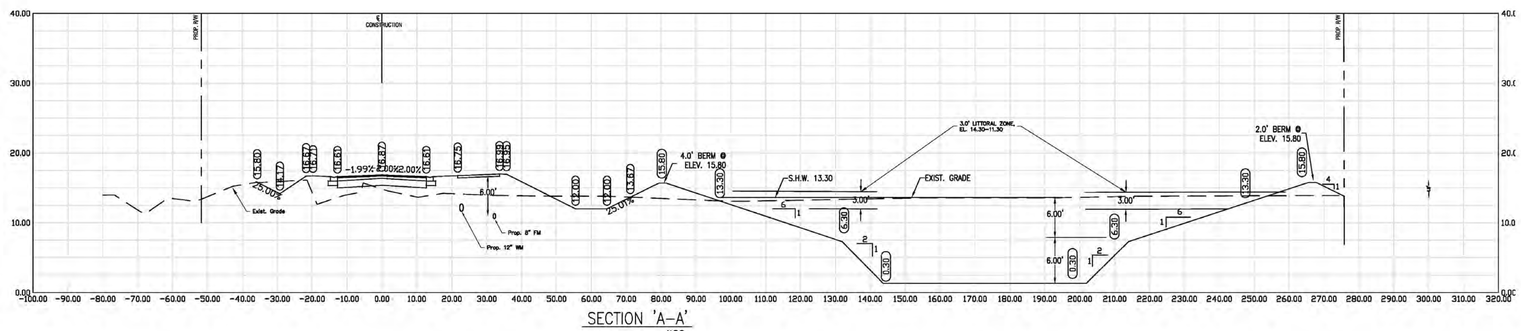


PLAN VIEW



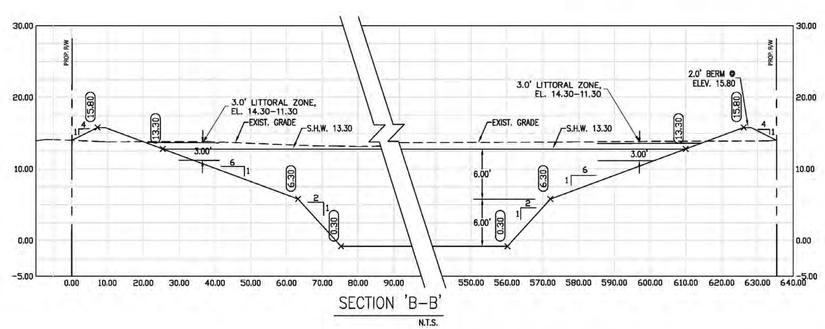
FDOT TYPE 'C' MODIFIED CONTROL STRUCTURE CS-1

ELEVATIONS ARE IN N.A.V.D.



SECTION 'A-A'

N.T.S.



SECTION 'B-B'

N.T.S.

STORMWATER SUMMARY BONITA GRAND DRIVE BASIN 1

R/W AREA	14.053 Ac.	
DRAINAGE BASIN:		
IMPERVIOUS AREA	4.017 Ac.	28.58 %
LAKE AREA	2.337 Ac.	16.63 %
TOTAL IMPERVIOUS AREA	6.354 Ac.	45.21 %
PERVIOUS/LANDSCAPE AREA	1.774 Ac.	12.62 %
TOTAL DRAINAGE BASIN AREA	8.128 Ac.	57.83 %
CONVEYANCE SWALE WITHIN R/W AREA NOT INCLUDED AS PART OF DRAINAGE BASIN TREATMENT AREA	5.925 Ac.	42.17 %
R/W-PERMIT AREA:	14.053 Ac.	100.00 %
LAKE CONTROL ELEVATION	13.30 NAVD	

EAST TERRY INTERSECTION IMPROVEMENTS:

EXISTING IMPERVIOUS SURFACES :	22,085.74 SF.	0.51 Ac.
PROPOSED IMPROVEMENTS:	28,763.45 SF.	0.66 Ac.
TOTAL ADDITIONAL IMP. AREA:	6,677.71 SF.	0.15 Ac.

5 YEAR DESIGN HIGH WATER EL.= 13.92 NAVD
10 YEAR DESIGN HIGH WATER EL.= 14.09 NAVD
(MINIMUM PAVEMENT CENTERLINE EL. = 15.35' NAVD)
25 YEAR DESIGN HIGH WATER EL. = 14.68' NAVD
(MINIMUM PERIMETER BERM EL. = 15.00' NAVD)

WATER QUALITY CALCULATIONS:

REQUIRED WATER QUALITY
R/W AREA: 14.053 Ac.
EAST TERRY IMP.: 0.150 Ac.
WATER QUALITY AREA: 14.203 Ac.

(FIRST 1") = 14.203 1"/12 = 1.1836 AC. FT. VOLUME

(2.5" X % IMP.)
14.203 - 2.337 = 11.866 SITE AREA
4.17 /11.866 = 35.14 %
35.14 % X 2.5 = 0.87"
14.203 X 0.87" X 1/12= 1.029 AC. FT. VOLUME

1" WATER QUALITY GOVERNS

1.1836 + 50.0% IMPARED WATERS = 1.78 AC. FT.

WATER QUALITY PROVIDED BETWEEN 13.30 & EL. 13.97

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: N/A	HORIZONTAL SCALE: VARIES

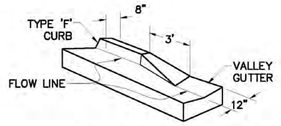
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

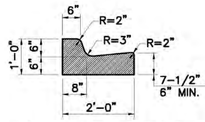
STORMWATER FACILITY DETAILS & SECTIONS

REFERENCE NO. —	DRAWING NO. —
PROJECT NO. 2016.068	SHEET NO. 37

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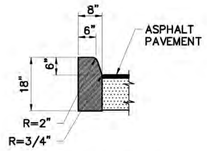


CURB TRANSITION DETAIL
N.T.S.

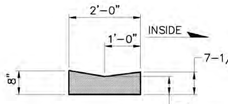


TYPE 'F' CURB
N.T.S.

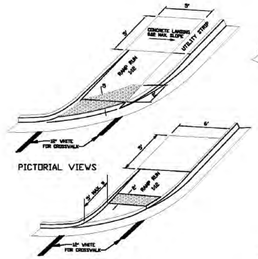
NOTE:
PROVIDE 1/8"–1/4"
CONTRACTION JOINTS
@ 10' CENTERS.

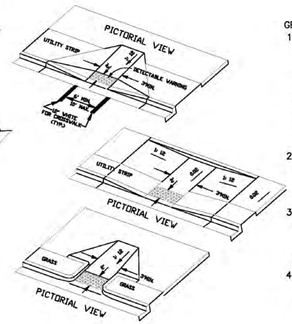


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24" VALLEY GUTTER
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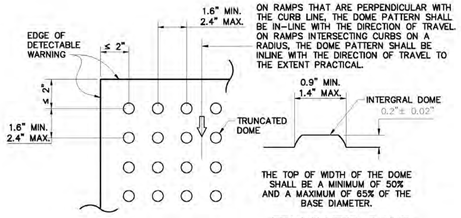




GENERAL NOTES

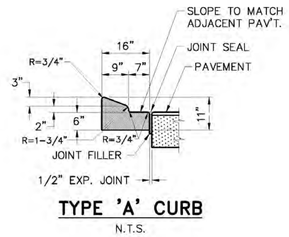
1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross–slopes less than or equal to 0.02 in any direction
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522–001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk
   - A. Refer to Index 522–001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the urb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha–Identification:
   - A. Sidewalk curb ramp alpha–identifications (e.g. CR–A) are provided for reference purposes in the Plan
   - B. Alpha–identifications CR–I and CR–J are intentionally omitted
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned
5. Detectable Warnings – Acceptance Criteria:
   - A. Color and texture shall be complete and uniform
   - B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
   - C. There shall be no more than 4 non–compliant domes in any one square foot.
   - D. Non–compliant domes shall not be adjacent to other non–compliant domes.
   - E. Surfaces shall not deviate more than 0.10" from a true plane.

FOR PUBLIC SIDEWALK CURB CUT RAMPS
FOR THE PHYSICALLY HANDICAPPED REFER
F.D.O.T. DESIGN STANDARDS INDEX 522–002

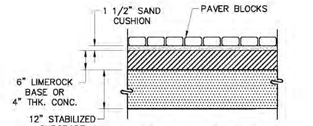


ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WITH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 mm) FROM THE BACK OF CURB.

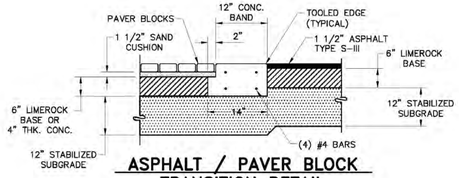
CURB RAMP DETECTABLE WARNING DETAIL



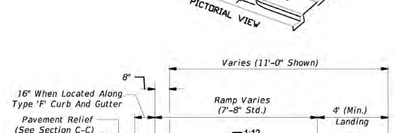
TYPE 'A' CURB
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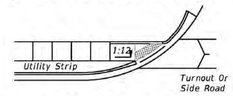
PAVER BLOCK ROADWAY DETAIL
N.T.S.



ASPHALT / PAVER BLOCK TRANSITION DETAIL
N.T.S.



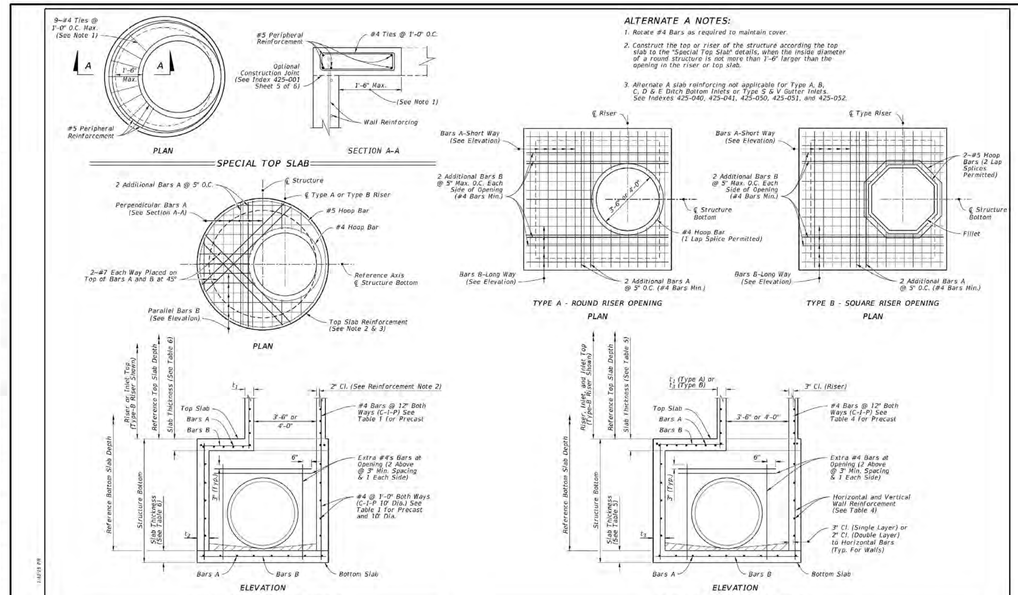
SECTION THROUGH RAMP RUN AND LANDINGS WITH UPPER LANDING AT NORMAL SIDEWALK ELEVATIONS (UNRESTRICTED CONDITIONS)



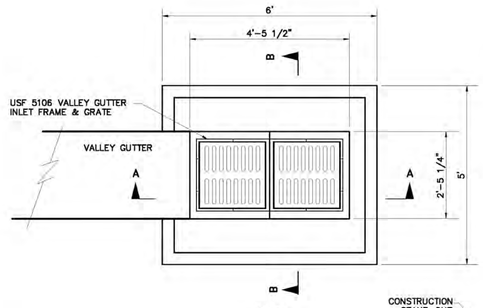
LINEAR SIDEWALK RAMPS

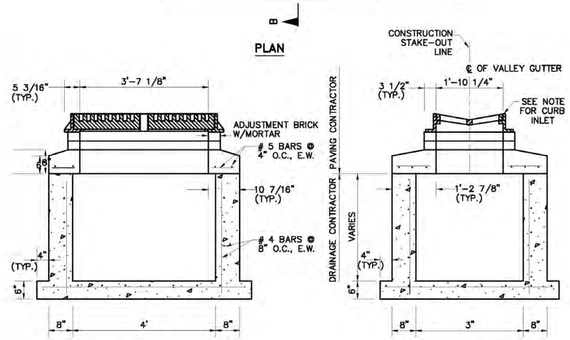
NOTES:

1. *Where crosswalk markings are used, ramps shall fall within the crosswalk limits. A clear space of 48" minimum is required at the bottom of the ramp within a marked crosswalk. If crosswalk markings are not present, a clear space of 48" minimum is required at the bottom of the ramp outside of active travel lanes.*
2. *Crosswalk widths and configurations vary; must conform to Index no. 17344 and 17346.*



LAST REVISION 11/01/20	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	STRUCTURE BOTTOMS TYPE J AND P	INDEX 425-010	SHEET 2 of 4

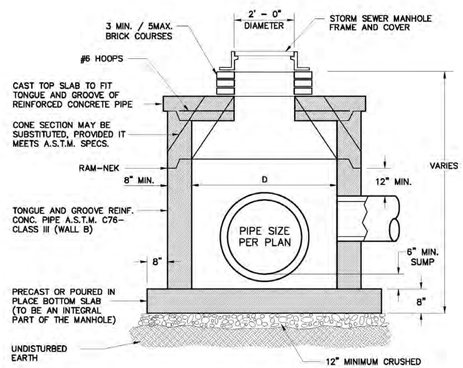




NOTE: CURB INLETS TO USE USF FRAME AND GRATE 5130–6168
VALLEY GUTTER TO USE TYPE "2" INLET BOX

CURB AND VALLEY GUTTER INLET DETAIL

PIPE DIAMETER	D	TOP SLAB REINFORCING
TO 24"	4' – 0"	(3) #6 HOOPS (8) #6 BARS
27" – 36"	5' – 0"	(4) #6 HOOPS (8) #6 BARS
42" – 48"	6' – 0"	(5) #6 HOOPS (8) #6 BARS



NOTE:
PRECAST CONTRACTOR SHALL SUBMIT DESIGN FOR DOUBLE JUNCTION BOX FOR APPROVAL.

TYPICAL SECTION

STORM SEWER JUNCTION BOX
FOR PIPE DIAMETER 48" OR LESS

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE
EAST TERRY ST. TO PARK SITE
LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23		
DRAWN BY: KLP	DATE: 07/23		
CHECKED BY: REB	DATE: 07/23		
VERTICAL SCALE: NONE	HORIZONTAL SCALE: NONE		

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

DETAILS

REFERENCE NO.: –	DRAWING NO.: –
PROJECT NO.: 2016.068	SHEET NO.: 38

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STORMWATER POLLUTION PREVENTION PLAN

1. SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THIS IS A ROADWAY CONSTRUCTION PROJECT INCLUDING THE CONSTRUCTION OF NEW 22.0' ROADWAY AND A 14' DIVIDED ROADWAY AND A NEW 12' FOOT WIDE ASPHALT PATHWAY THAT INCLUDES REMOVAL OF EXISTING ROADWAY AND EXISTING CULVERTS, CONSTRUCTION OF A NEW CLOSED DRAINAGE SYSTEM AND DETENTION POND.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 36.36 ACRES

TOTAL AREA TO BE DISTURBED: 36.36 ACRES

1.D. SITE DRAINAGE

DRAINAGE PATTERNS WITHIN THE PROJECT LIMITS CONSIST OF OPEN DRAINAGE ALONG THE EAST AND WEST SIDE OF BONITA GRAND DRIVE WITH EXISTING ROADSIDE SWALE AND CULVERTS CONVEYING THE STORMWATER RUNOFF TO EAST TERRY STREET. EXISTING DRAINAGE PATTERNS WILL BE MAINTAINED.

1.E. OUTFALL INFORMATION:

THE PROJECT DISCHARGES AT THE FOLLOWING LOCATIONS:

EXISTING 29"X45" RCP	STA. 105+00 LEFT
EXISTING 24"X38" RCP	STA. 105+00 RIGHT

2.0 CONTROLS

2.A. EROSION AND SEDIMENT CONTROLS

THE SOIL EROSION AND SEDIMENT CONTROL SHALL BE MAINTAINED BY THE CONTRACTOR TO MINIMIZE THE AMOUNT OF DISTURBED SOIL, PREVENT OFFSITE RUNOFF FROM FLOWING ACROSS DISTURBED AREAS, SLOW THE RUNOFF FLOWING ACROSS THE SITE AND REMOVE SEDIMENT FROM ONSITE RUNOFF BEFORE IT LEAVES THE SITE.

THE CONTRACTOR IS ADVISED THAT THE CONTRACT DRAWINGS ONLY INDICATE EROSION, SEDIMENT, AND TURBIDITY CONTROLS AT LOCATIONS DETERMINED IN THE DESIGN PROCESS. HOWEVER, THE CONTRACTOR IS REQUIRED TO PROVIDE ANY ADDITIONAL CONTROLS NECESSARY TO PREVENT THE POSSIBILITY OF SILTING ANY ADJACENT LOW LAND PARCEL OR RECEIVING WATER.

2.A.1. STABILIZATION PRACTICES:

IN THE SECTION 104 (FROM THE FDOT SPECS FOR ROAD AND BRIDGE CONSTRUCTION) EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

- ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
- TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

- ASPHALT OR CONCRETE SURFACE.
- SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570 AND 575.

2.A.2.. STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

- INLET PROTECTION SYSTEM IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIFICATION SECTION 104.
- SEDIMENT BARRIER IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIFICATION SECTION 104.

PERMANENT:

- ROADSIDE SWALES.
- SOD IN ROADSIDE SWALES.

2.B. STORMWATER MANAGEMENT

STORMWATER MANAGEMENT:

THE PROPOSED WORK WILL NOT MODIFY THE EXISTING PATTERN OF THE STORMWATER MANAGEMENT SYSTEM. THERE WILL BE REMOVAL AND REPLACEMENT OF DRIVEWAY CULVERTS, REPLACING CULVERTS, AND INSTALLATION OF NEW INLETS, CULVERTS AND MITERED END SECTIONS.

2.C. OTHER CONTROLS

THE CONTRACTOR SHALL PRACTICE GOOD HOUSEKEEPING BY INSTITUTING A CLEAN ORDERLY, CONSTRUCTION SITE.

THE FOLLOWING CONTROLS SHALL BE IMPLEMENTED TO FURTHER REDUCE POLLUTION AT THE PROJECT SITE:

2.C.1. DISCHARGE OF MATERIALS TO SURFACE WATERS:

NO CONSTRUCTION MATERIAL SHALL BE DISCHARGED TO WATERS OF THE STATE UNLESS AUTHORIZED BY A SECTION 404 PERMIT AND/OR THE STATE OF FLORIDA ENVIROMENTAL RESOURCE PERMIT. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN AN APPROVED UPLAND LOCATION. BUILDING MATERIAL SHALL NOT BE DISPOSED OF IN WETLANDS OR BURIED ON-SITE.

2.C.2. OFF-SITE VEHICLE TRACKING AND DUST CONTROL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS OF MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
- REMOVING EXCESS DIRT FROM ROADS DAILY.
- USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION OPERATIONS.

2.C.3 WASTE DISPOSAL:

THE CONTRACTOR SHALL DEMONSTRATE THE PROPER DISPOSAL OF ALL CONSTRUCTION WASTE GENERATED WITHIN THE PROJECT LIMITS. WASTE MAY INCLUDE, BUT NOT BE LIMITED TO, VEGETATION FROM CLEARING AND GRUBBING ACTIVITIES, PACKAGING MATERIALS, SCRAP BUILDING MATERIALS, LITTER FROM TRAVELING PUBLIC, SEWAGE FROM SANITARY FACILITIES, HERBICIDES AND PESTICIDES AND THEIR CONTAINERS, AND HYDROCARBON PRODUCTS. CONTRACTOR SHALL DESIGNATE A WASTER COLLECTION AREA ON SITE AND DELINEATE THE AREA ON THE SWPPP SITE MAP.

SANITARY/SEPTIC FACILITIES SHALL BE PROVIDED AND MAINTAINED IN A NEAT AND SANITARY CONDITION, FOR THE USE OF THE CONTRACTOR'S EMPLOYEES AS NECESSARY TO COMPLY WITH THE REQUIREMENTS AND REGULATIONS OF THE STATE AND LOCAL BOARDS OF HEALTH. A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY STATE REGULATIONS WILL COLLECT ALL SANITARY WASTE FROM THE PORTABLE UNITS.

THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES. CONTRACTOR WILL PROVIDE AN ADEQUATE NUMBER OF LITTER CONTAINERS WITH LIDS AT THE STAGING, STOCKPILE, AND FIELD OFFICE AREAS. WASTE COLLECTION WILL BE SCHEDULED SO THAT CONTAINERS ARE EMPTIED PRIOR TO OVERFLOW. SPILLED LITTER CONTAINERS WILL BE CLEANED UP IMMEDIATELY.

2.C.4. FERTILIZERS AND PESTICIDES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

DRAWING CURRENT AS OF: 8/01/23

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRANDE DRIVE
EAST TERRY ST. TO PARK SITE
LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: NONE	HORIZONTAL SCALE: NONE

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

STORMWATER POLLUTION PREVENTION PLAN

REFERENCE NO. —	DRAWING NO. —
PROJECT NO. 2016.068	SHEET NO. 39

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2.C.5 TOXIC SUBSTANCES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D. APPROVED STATE AND LOCAL PLANS:

NONE

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

TEMPORARY EROSION PROTECTION AND SEDIMENT BARRIERS PROPOSED FOR PROJECT INCLUDE:

SEDIMENT BARRIER: MAINTAIN PER SECTION 104

INLET PROTECTION SYSTEM: MAINTAIN PER SECTION 104

4.0 INSPECTION

THE CONTRACTOR IS REQUIRED TO INSPECT ALL EROSION CONTROL FEATURES AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF .50 INCH (12.7MM) OR GREATER. IN ADDITION, MAINTAIN ALL EROSION CONTROL FEATURES AS REQUIRED HEREIN AND AS SPECIFIED IN STATE AND/OR FEDERAL ENVIRONMENTAL REGULATORY PERMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE DAILY REVIEW OF THE LOCATION OF SILT FENCES IN AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CHANGED THE NATURAL CONTOUR AND DRAINAGE RUNOFF TO ENSURE THAT SILT FENCES ARE PROPERLY LOCATED FOR EFFECTIVENESS. FINDINGS AND CORRECTIVE ACTIONS TAKEN AS A RESULT OF THE INSPECTION.

THE CONTRACTOR SHALL SIGN EACH INSPECTION REPORT AND SUBMIT IT WEEKLY TO THE ENGINEER. THE CONTRACTOR SHALL COMPLETE ALL SWPPP INSPECTION REPORT FORMS REQUIRED FOR THE NPDES PERMIT. THE INSPECTOR MUST BE QUALIFIED THROUGH CERTIFICATION BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S FLORIDA STORMWATER, EROSION AND SEDIMENT CONTROL TRAINING AND CERTIFICATION PROGRAM FOR INSPECTORS AND CONTRACTORS. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE FOLLOWING ITEMS SHALL BE INSPECTED:

- ❖ POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- ❖ POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS.
- ❖ STORMWATER MANAGEMENT SYSTEMS.
- ❖ DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- ❖ AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- ❖ STRUCTURAL CONTROLS.
- ❖ LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE FDOT STORMWATER POLLUTION PREVENTION PLAN CONSTRUCTION INSPECTION REPORT (FORM #650-040-03) SHALL BE USED TO REPORT THE INSPECTION FINDINGS TO THE ENGINEER AND THE CONTRACTOR AS TO THE ABOVE REFERENCED SCHEDULE. IF CORRECTIVE ACTION IS NECESSARY, IT SHALL BE RECORDED ON THE INSPECTION REPORT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE THE CORRECTION IMMEDIATELY.

5.0 NON-STORMWATER DISCHARGES:

IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR IS TO CEASE OPERATIONS IN THAT AREA. THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER WHO WILL NOTIFY THE DISTRICT IMPACT COORDINATOR.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DEVELOP A DEWATERING SYSTEM THAT PROVIDES PRETREATMENT OF EFFLUENT PRIOR TO DISCHARGE INTO ADJACENT SURFACE WATERS. THE CONTRACTOR'S DEWATERING METHOD MUST MEET ALL FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING THIS PRACTICE INCLUDING THE USE OF PERMITTED OUTFALL STRUCTURES. THIS SWPPP IS ONLY A PART OF THE SECTION 104 EROSION CONTROL PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT TO THE ENGINEER A HAZARDOUS MATERIALS CONTROL PLAN TO BE INCLUDED IN THE SECTION 104 CONTROL PLAN.

THE CONTRACTOR SHALL ALSO INCLUDE WITH THE SECTION 104 EROSION CONTROL PLAN THE LOCATIONS OF STAGING AREAS AND STOCKPILE YARDS AND STABILIZATION PRACTICES FOR THESE SITES. THE CONTRACTOR SHALL BE AWARE THAT MODIFICATION OF THE TRAFFIC CONTROL PLANS MAY REQUIRE THE CONTRACTOR TO MODIFY THE SWPPP. THE CONTRACTOR'S MODIFIED SWPPP MUST RECEIVE APPROVAL FROM THE ENGINEER PRIOR TO IMPLEMENTATION.

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE FOLLOWING ITEMS TO MPO IN ORDER FOR THE NPDES PERMIT TO BE PROCESSED:

1. SIGNED CONTRACTOR CERTIFICATION FORMS (2).
2. CONSTRUCTION PLAN SHEETS THAT AE LISTED IN THE SWPPP (FULL SETS WILL NOT BE ACCEPTED).
3. HAZARDOUS MATERIALS SPILL CONTROL PLAN.
4. SIGNED STATEMENT THAT THE SWPPP INCLUDED IN THE CONTRACT AS PART OF THE SECTION 104 EROSION CONTROL PLAN FOR THE PROJECT WILL BE IMPLEMENTED DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR MAY ELECT TO SUBMIT A REVISED SWPPP THAT IS IN COMPLIANCE WITH THE STORMWATER REGULATIONS AT 40 CFR 122.26(B)(14) AND STATE WATER QUALITY STANDARDS.
5. STAGING AREA AND STOCKPILE LOCATIONS.

THIS INFORMATION SHOULD BE SUBMITTED TO THE ENGINEER THIRTY (30) DAYS PRIOR TO ANY CLEARING AND GRUBBING ACTIVITIES. NO SOIL DISTURBING ACTIVITIES CAN BE CONDUCTED UNTIL THE NPDES PACKAGE AND PERMIT HAS BEEN APPROVE AND ATTAINED.

6.0 CONTRACTOR SUBMITTAL:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AN EROSION CONTROL PLAN THAT PROVIDES A DETAILED DESCRIPTION OF ALL EROSION AND SEDIMENT CONTROLS, BEST MANAGEMENT PRACTICES, AND MEASURES THAT WILL BE IMPLEMENTED AT THE CONSTRUCTION SITE FOR EACH ACTIVITY IDENTIFIED IN SECTION 1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TIMEFRAMES IN WHICH THE CONTROLS WILL BE IMPLEMENTED, MAINTAINED AND REMOVED. THIS INFORMATION SHALL BE KEPT AT THE PROJECT FIELD OFFICE IN ORDER FOR THE PROJECT BOE BE CONSIDERED IN COMPLIANCE WITH THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE FOLLOWING ITEMS ARE ON SITE:

1. COPY OF THE STORMWATER POLLUTION PREVENTION PLAN WITH THE ORIGINAL CERTIFICATION SIGNATURES.
2. COPY OF THE CONTRACTOR'S EROSION CONTROL PLAN.
3. HAZARDOUS SPILL CONTROL PLAN WITH GUIDELINES ON CONTACTING THE 24-HOUR EMERGENCY RESPONSE PROGRAM FOR HAZARDOUS MATERIAL SPILLS. THIS SHALL INCLUDE COPIES OF DISCHARGE NOTIFICATIONS THAT HAVE OCCURRED WITHIN THE PROJECT LIMITS.
4. COMPLETED INSPECTION FORMS.

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE FOLLOWING ITEMS TO FDEP IN ORDER FOR THE NPDES PERMIT TO BE PROCESSED:

1. FDEP FORM 62-621.300(4Xb) - NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. THIS NOTICE OF INTENT SHALL BE SIGNED BY THE CONTRACTOR.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT THE NOI TO FDEP NO LESS THAN 48-HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROOF OF DATE TO THE PROJECT ADMINISTRATOR.

DRAWING CURRENT AS OF: 7/20/23

NUMBER	REVISIONS	DATE
5		
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3		
2		
1		

BONITA GRANDE DRIVE

EAST TERRY ST. TO PARK SITE

LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: NONE	HORIZONTAL SCALE: NONE

HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS

RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

STORMWATER POLLUTION PREVENTION PLAN

REFERENCE NO. –	DRAWING NO. –
PROJECT NO. 2016.068	SHEET NO. 40

H:\2016\16068\DWM\MASTERPLAN\Master-Bonita Grande Dr\Plan Sheets\16068 SPPP GN.dwg Tab: SWPPPNOTES 2 Jul 20, 2023 - 8:02am Plotted by: KevinPayne

MAINTENANCE OF TRAFFIC NOTES

ROADWAY

1. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FLORIDA D.O.T. STANDARD PLANS (102-600), THE STANDARD FOR ROAD AND BRIDGE CONSTRUCTION, AND THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). TRAFFIC CONTROL AND LANE CLOSURES (AS REQUIRED) SHALL BE IN ACCORDANCE WITH THE APPROPRIATE DESIGN STANDARDS TRAFFIC CONTROL THROUGH WORK ZONE INDEX.

2. THE CONTRACTOR SHALL SUBMIT COMPLETE TRAFFIC CONTROL PLANS FOR REVIEW AND APPROVAL BY THE ENGINEER NO LESS THAN 7 DAYS PRIOR TO CONSTRUCTION FOR CITY AND CEI APPROVAL; TRAFFIC CONTROL PLANS SHALL BE PREPARED BY QUALIFIED PROFESSIONALS WHO HAVE COMPLETED A COURSE OF PREPARATION OF TRAFFIC CONTROL PLANS AND SHALL BE SIGNED BY A PROFESSIONAL ENGINEER (P.E.) REGISTERED IN THE STATE OF FLORIDA. ALL MAINTENANCE OF TRAFFIC RELATED COSTS SHALL BE INCLUDED UNDER PAY ITEM 102-1 EXCEPT FOR SPECIFIC MAINTENANCE OF TRAFFIC PAY ITEMS IDENTIFIED IN THE PLANS.

3. THE CONTRACTOR SHALL INSTALL CONSTRUCTION SIGNING PRIOR TO COMMENCEMENT OF CONSTRUCTION AND MAINTAIN SIGNING DURING ALL PHASES OF CONSTRUCTION.

4. THE ALTERATION OF TRAVEL WAYS TO CREATE A WORK ZONE SHALL NOT COMMENCE UNTIL ALL LABOR AND MATERIAL ARE READY FOR THE CONSTRUCTION IN THAT ZONE.

5. PUBLIC ACCESS TO BUSINESSES, RESIDENCES, SCHOOL AND SIDE STREETS MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.

6. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 CALENDAR DAYS PRIOR TO CLOSURE OR DETOUR BY SUBMITTING THE REQUIRED LANE CLOSURE FORM, SKETCHES, CALCULATIONS AND OTHER DATA REQUIRED BY THE PROJECT ENGINEER.

7. THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE REMOVAL OF STORM WATER FROM THE ROADWAY(S) DURING CONSTRUCTION. PROVISION SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO USE. THE COST OF WATER REMOVAL SHALL BE INCLUDED IN PAY ITEM NO. 102-1, MAINTENANCE OF TRAFFIC (LUMP SUM).

8. THE CONTRACTOR SHALL REMOVE OR COVER ANY EXISTING OR PROPOSED SIGNS OR PAVEMENT MARKINGS WHICH CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL RESTORE THE SIGNS OR PAVEMENT MARKINGS TO THEIR ORIGINAL POSITION. EXISTING PAVEMENT MARKINGS SHALL BE REMOVED BY MILLING, GRINDING OR BY OTHER METHODS APPROVED BY THE PROJECT ENGINEER. USE OF BLACK PAINT TO COVER EXISTING PAVEMENT MARKINGS IS PROHIBITED. THE COST OF SIGN REMOVAL AND RESTORING, PAVEMENT MARKING REMOVAL AND RESTORING SHALL BE INCLUDED IN PAY ITEM NO. 102-1, MAINTENANCE OF TRAFFIC (LUMP SUM).

9. THE CONTRACTOR SHALL FURNISH PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS). MESSAGES FOR THE PCMS SHALL BE AS INDICATED AS DIRECTED BY THE ENGINEER. THE PCMS SHALL BE IN PLACE 14 DAYS PRIOR TO THE START OF ANY WORK ITEMS AFFECTING EXISTING VEHICULAR AND PEDESTRIAN TRAVELWAYS. PCMS SHALL BE REMOVED TWO CALENDAR WEEKS AFTER THE START OF THE ABOVE REFERENCED WORK ITEMS, EXCEPT DURING NIGHT WORK OR, AS OTHERWISE DIRECTED BY THE PROJECT ENGINEER. PCMS SHALL BE PAID FOR UNDER ITEM 102-1, MAINTENANCE OF TRAFFIC (LUMP SUM).

ROADWAY, CONT.

10. PEAK HOURS ARE CONSIDERED TO BE BETWEEN 6 AM AND 6 PM MONDAY THROUGH FRIDAY. LANE CLOSURES SHALL BE ALLOWED ONLY DURING OFF-PEAK HOURS FROM 6 PM TO 6 AM.

11. THE CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO WORK. CLEANING AND SWEEPING IS TO BE INCLUDED IN PAY ITEM NO. 102-1.

DROP OFFS AND ABOVE GROUND HAZARDS:

1. AT THE END OF EACH WORK PERIOD, ANY DROP OFF IN THE AREA ADJACENT TO THE TRAVEL WAY SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX NO. 600, OR SHALL BE OTHERWISE PROTECTED WITH TEMPORARY BARRIER WALL AT CONTRACTORS EXPENSE. TEMPORARY IMPACT ATTENUATORS MAY BE REQUIRED DEPENDING ON HOW THE CONTRACTOR ALIGNS THE ENDS OF THE BARRIER WALLS.

2. CONTRACTOR SHALL PROVIDE PROTECTION FROM ABOVE GROUND HAZARDS IN THE AREA ADJACENT TO THE TRAVELWAY. PROTECTION FROM ABOVE GROUND HAZARDS SHALL BE AT THE CONTRACTORS EXPENSE.

UTILITIES:

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY OWNERS IN DETERMINING SUITABLE UTILITY RELOCATIONS/ ADJUSTMENTS THAT WILL BE REQUIRED TO ACCOMMODATE THE MAINTENANCE OF TRAFFIC. THE COST FOR CONTRACTOR COORDINATING WITH THE UTILITY OWNERS SHALL BE PAID UNDER PAY ITEM 102-1, MAINTENANCE OF TRAFFIC (LUMP SUM).

TEMPORARY PAVEMENT

1. WHERE TEMPORARY PAVEMENT IS REQUIRED IT SHALL CONSIST OF OPTIONAL BASE GROUP 9, TYPE B-12.5 (ONLY). THE TEMPORARY PAVEMENT SHALL BE CONSTRUCTED ON A FIRM, UNYIELDING, WELL COMPACTED SUBGRADE. THE COST OF THE TEMPORARY PAVEMENT, INCLUDING THE WELL COMPACTED SUBGRADE, REMOVAL AND DISPOSAL OF THE TEMPORARY PAVEMENT, TO BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC (LUMP SUM).

WORK ZONE LIMITS:

1. THE CONTRACTOR WILL NOT BE ALLOWED TO OPEN UP TRENCHES THAT CANNOT BE BACKFILLED DURING THE SAME WORKING PERIOD WITHOUT THE APPROVAL OF THE PROJECT ENGINEER.

PEDESTRIAN, BICYCLES, & WHEELCHAIRS:

1. AT THE END OF EACH WORK PERIOD, ANY DROP OFF ADJACENT TO THE SUBJECT TRAVELWAYS SHALL BE BACKFILLED FLUSH WITH THE TRAVELWAY OR SHALL BE PROTECTED WITH BARRICADES, TEMPORARY BARRIER WALL, OR APPROVED HANDRAIL.

2. THROUGHOUT THE PROJECT LIMITS, WHERE EXISTING PEDESTRIAN AND BICYCLE FACILITIES EXIST, CONTRACTOR SHALL MAINTAIN ACCOMMODATION. PROVISION FOR THE DISABLED MUST BE PROVIDED. THE TRAVELWAY SHALL BE A MINIMUM OF 5' WIDE, SMOOTH BUT NOT SLICK, WITH A WATERPROOF SURFACE.

3. PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAFFIC SHALL BE GUIDED AND MAINTAINED USING APPROVED WARNING LIGHTS, SIGNING AND CHANNELIZATION DEVICES FOR GUIDANCE. SUCH

PEDESTRIAN, BICYCLES, & WHEELCHAIRS, CONT.

4. CONTROL DEVICES SHALL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH FDOT SPECIFICATIONS AND THE MUTCD SECTIONS ON WORK ZONE TRAFFIC CONTROL.

5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE AND ADEQUATE WALKING SURFACE APPLICABLE TO THE AMERICANS WITH DISABILITIES ACT (ADA) FOR PEDESTRIANS. SAFE WALK ROUTES FOR ALL PEDESTRIANS AND TRANSIT USERS WITHIN THE VICINITY OF THE CONSTRUCTION ZONE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THIS INCLUDES SAFE WALK/ACCESS TO AND FROM EXISTING BUS STOPS AND TRANSIT VEHICLES IF THE CURRENT WALKING SURFACE AND ACCESS TO AND FROM TRANSIT VEHICLES AT BUS STOPS CAN NOT BE MAINTAINED, THEN A TEMPORARY ROAD-ROCK 4' WALK WAY SHALL BE CREATED. THE SAFE WALK ROUTE SHALL BE SEPARATED FROM THE CONSTRUCTION ACTIVITY BY THE 4' HIGH ORANGE CONSTRUCTION FENCE FOR THE ENTIRE LENGTH OF THE PROJECT OR THE LENGTH OF THE WALK ROUTE, WHICHEVER IS LESS.

6. PEDESTRIAN WALKWAYS SHOULD BE MAINTAINED FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS, ETC. ANY HAZARDS NEAR OR ADJACENT TO WALKWAYS SHOULD BE CLEARLY DELINEATED.

7. WHERE SAFE PEDESTRIAN ACCESS/WALKWAYS CAN NOT BE PROVIDED, PEDESTRIANS SHOULD BE DIRECTED TO ALTERNATIVE ROUTES BY APPROPRIATE TRAFFIC CONTROL DEVICES. PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAFFIC SHALL BE GUIDED AND MAINTAINED (SPECIAL ATTENTION IS DIRECTED TO THE EXISTING BUS STOP LOCATION ACCESS) USING APPROVED WARNING LIGHTS, SIGNING, AND CHANNELIZATION DEVICES. SUCH CONTROL DEVICES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MUTCD SECTIONS ON WORK ZONE TRAFFIC CONTROL FOR PEDESTRIANS AND CHAPTER 6D, PEDESTRIAN AND WORKER SAFETY.

8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ANY NECESSARY PAVEMENT, ROAD ROCK, PAVEMENT MARKINGS AND SIGNAGE AND/ OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN EXISTING OR ALTERNATE WALK ROUTE.

9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE AND ADEQUATE WALKING ROUTE FOR ALL SCHOOL STUDENTS WITHIN THE VICINITY OF THE CONSTRUCTION ZONE DURING THE TIMES STUDENTS ARE ARRIVING AT OR LEAVING SCHOOL. IF THE CURRENT WALKING SURFACE CAN NOT BE MAINTAINED, THEN A TEMPORARY ROAD ROCK 4' WALK WAY SHALL BE CREATED. THE SAFE WALK ROUTE SHALL BE SEPARATED FROM THE CONSTRUCTION ACTIVITY BY A 4' HIGH ORANGE CONSTRUCTION FENCE FOR THE ENTIRE LENGTH OF THE PROJECT OR THE LENGTH OF THE WALK ROUTE, WHICHEVER IS LESS.

10. ALL CONSTRUCTION EQUIPMENT AROUND ANY DESIGNATED CROSSWALK SHALL CEASE TO OPERATE DURING TIMES STUDENTS ARE ARRIVING OR LEAVING SCHOOL. ALL CONSTRUCTION EQUIPMENT ADJACENT TO A DESIGNATED WALK ROUTE SHALL CEASE OPERATING UNLESS SATISFACTORILY BARRICADED FROM THE WALK ROUTE.

11. IN THE CASE THAT A DESIGNATED CROSSING OR ANY PORTION OF THE DESIGNATED WALK ROUTE CAN NOT BE MAINTAINED, THEN THE CONTRACTOR SHALL NOTIFY THE CITY OF MARCO ISLAND PUBLIC WORKS DEPARTMENT, A MINIMUM OF TEN (10) WORKING DAYS PRIOR TO CLOSING THAT ROUTE IN ORDER THAT AN ALTERNATE CROSSING/ROUTE CAN BE ESTABLISHED.

PEDESTRIAN, BICYCLES, & WHEELCHAIRS, CONT.

12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL ANY NECESSARY PAVEMENT, ROAD ROCK, PAVEMENT MARKINGS, SIGNAGE AND/OR PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN EXISTING OR ALTERNATE WALK CROSSING/ROUTE.

13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE STATE CERTIFIED SCHOOL CROSSING GUARDS OR OFF DUTY POLICE OFFICERS TO CROSS STUDENTS AT ANY LOCATIONS OTHER THAN THOSE PREVIOUSLY DESIGNATED. THE CONTRACTOR MAY USE FLAGMEN, ONLY IF THEY ARE STATE CERTIFIED AS A SCHOOL CROSSING GUARD.

14. ALL COSTS FOR MAINTAINING PEDESTRIAN, TRANSIT, SCHOOL STUDENT, BICYCLES & WHEELCHAIRS ACCESS ARE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC (LUMP SUM).

DRAWING CURRENT AS OF: 7/20/23

NUMBER	REVISIONS	DATE
5		
4		
3		
2		
1		

BONITA GRAND DRIVE
EAST TERRY ST. TO PARK SITE
LEE COUNTY, FLORIDA

DESIGNED BY: KLP	DATE: 07/23
DRAWN BY: KLP	DATE: 07/23
CHECKED BY: REB	DATE: 07/23
VERTICAL SCALE: NONE	HORIZONTAL SCALE: NONE

HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS
RICHARD E. BRYLANSKI, P.E.
P.E. NO.: 42339
HOLE MONTES, INC.
6200 WHISKEY CREEK DRIVE
FORT MYERS, FL. 33919
CERTIFICATE OF AUTHORIZATION NO.1772

TEMPORARY TRAFFIC CONTROL NOTES

REFERENCE NO. –	DRAWING NO. –
PROJECT NO. 2016.068	SHEET NO. 41

H:\2016\2016068A\DWG\MASTERPLAN\Master-Bonita Grande Drive Plan Sheets\2016068 MOT.dwg Tab: 92-TMP01 Jul 20, 2023 - 8:04am Plotted by: KevinPayne

POND PARCEL

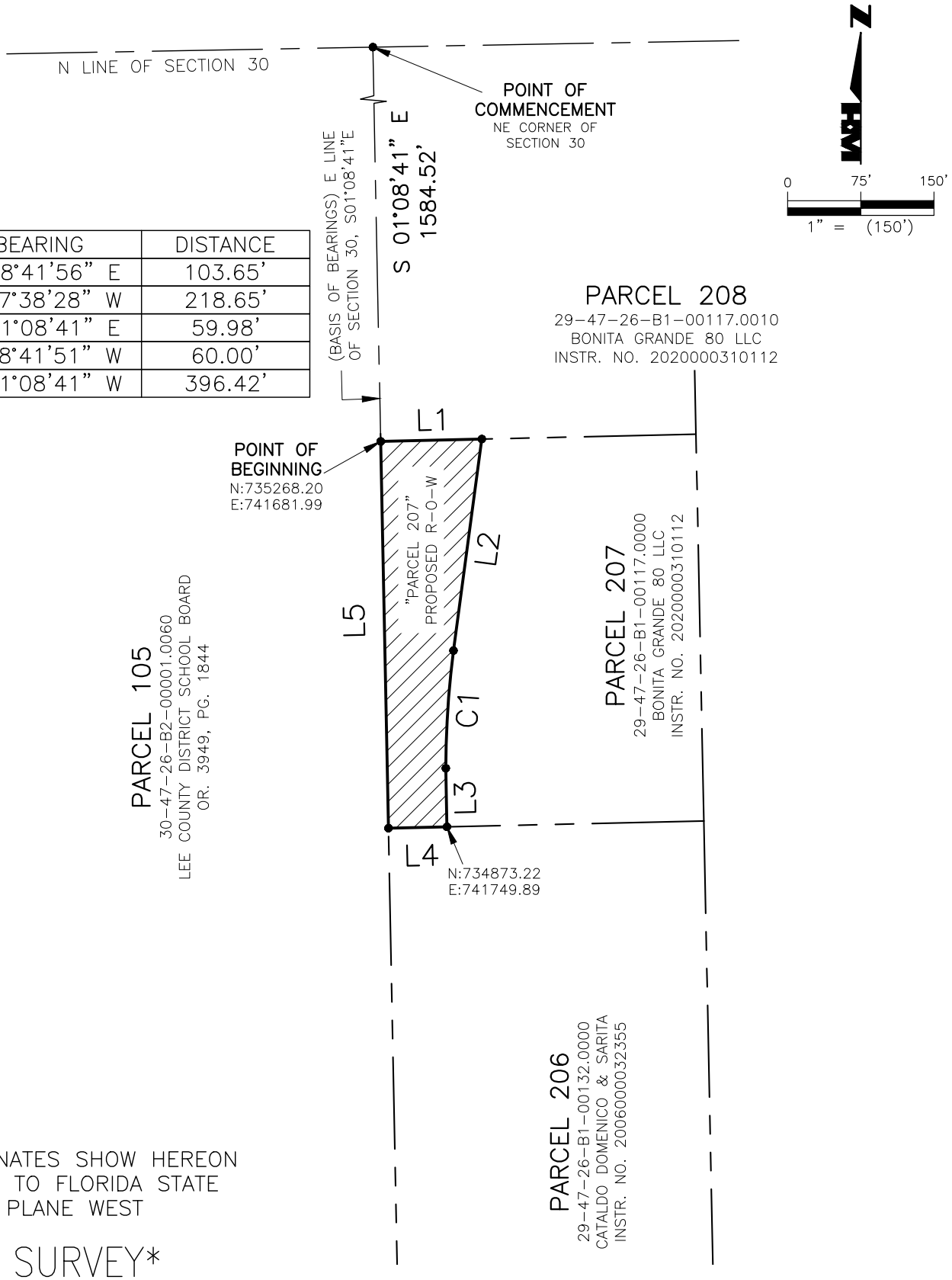
PROPERTY DESCRIPTION:

PARCEL 1: THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 25 FEET AND THE WEST 60 FEET RESERVED FOR ROAD RIGHT-OF-WAY, LEE COUNTY, FLORIDA (KNOWN AS LOT 17, LESS NORTH 264 FEET THEREOF, SUN COAST ACRES, UNRECORDED SUBDIVISION).

PARCEL 2: THE NORTH 264 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, SUBJECT TO A ROADWAY EASEMENT GOING ACROSS THE NORTH 25 FEET AND WEST 60 FEET THEREOF (KNOWN AS THE 264 FEET OF LOT 17 OF SUN COAST ACRES, AN UNRECORDED SUBDIVISION).

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	983.35'	7°02'59"	120.92'	S 03°43'10" W	120.99'

LINE	BEARING	DISTANCE
L1	N 88°41'56" E	103.65'
L2	S 07°38'28" W	218.65'
L3	S 01°08'41" E	59.98'
L4	S 88°41'51" W	60.00'
L5	N 01°08'41" W	396.42'



COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

NOT A SURVEY

DR- N BY: JNH	D-TE: 4/10/2023		DR- ING NO. H-2270
SHEET # 1	OF SHEET 2		PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26			FILE N-ME 2016068 S&L R5.dwg

HOLE MONTES
ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS
6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of -uthorization No.1772

SKETCH AND LEGAL PARCEL 207

BONITA GRANDE DRIVE EXTENSION

LEGAL DESCRIPTION

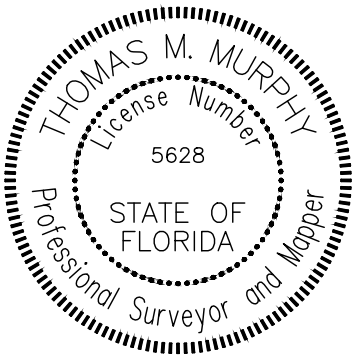
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, S01°08'41"E FOR A DISTANCE OF 1584.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'56"E FOR A DISTANCE OF 103.65 FEET; THENCE RUN S07°38'28"W FOR A DISTANCE OF 218.65 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 983.35 FEET, THROUGH A CENTRAL ANGLE OF 07°02'59" AND BEING SUBTENDED BY A CHORD OF 120.92 FEET AT A BEARING OF S03°43'10"W, FOR AN ARC LENGTH OF 120.99 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 59.98 FEET; THENCE RUN S88°41'51"W FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE RUN ALONG THE SAID EAST LINE N01°08'41"W FOR A DISTANCE OF 396.42 FEET, TO THE POINT OF BEGINNING.

CONTAINING 30074.03 SQUARE FEET OR 0.69 ACRES, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

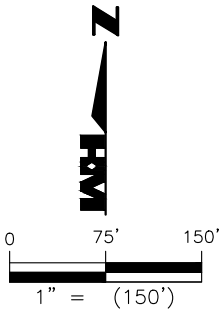


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 207 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R5.dwg

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST



POINT OF BEGINNING
NW CORNER OF SECTION 29
N:736852.40
E:741650.33

PARCEL 211
20-47-26-B1-00001.0000
BG MINE LLC
INSTR. NO. 2016000141986

PARCEL 107
19-47-26-B3-00001.1030
3HWA LAND HOLDINGS LLC
INSTR. NO. 2019000287391

L1

N LINE OF SECTION 29

N LINE OF SECTION 30

(BASIS OF BEARINGS) W LINE OF SECTION 29, S01°08'41"E

L4

L2

"PARCEL 210" PROPOSED R-O-W

PARCEL 210
29-47-26-B1-00101.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

PARCEL 106
30-47-26-B2-00001.007A
PINNACLE TOWERS INC
O.R. 2837, PG. 1489

L3

N:736195.29
E:741793.51

PARCEL 209
29-47-26-B1-00113.0000
BONITA GRANDE 80 LLC
INSTR. NO. 2020000310302

LINE	BEARING	DISTANCE
L1	N 88°38'33" E	130.00'
L2	S 01°08'41" E	660.32'
L3	S 88°40'15" W	130.00'
L4	N 01°08'41" W	660.26'

NOT A SURVEY

DR- N BY: JNH	D-TE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1998	SKETCH AND LEGAL PARCEL 210 BONITA GRANDE DRIVE EXTENSION
SHEET # 1	OF SHEET 2	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of -uthorization No.1772	DR- ING NO. H-2270
SEC-TWN-RGE: 29-47-26			PROJECT NO. 2016.068
			FILE N-ME 2016068 S&L R5.dwg

LEGAL DESCRIPTION

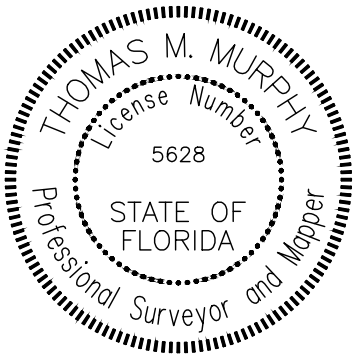
A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 29 N88°38'33"E FOR A DISTANCE OF 130.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 660.32 FEET; THENCE RUN S88°40'15"W FOR A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN ALONG THE SAID WEST LINE N01°08'41"W FOR A DISTANCE OF 660.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 85840.80 SQUARE FEET OR 1.97 ACRE, MORE OR LESS.

BEARINGS REFER TO WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



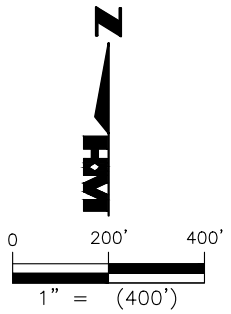
BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

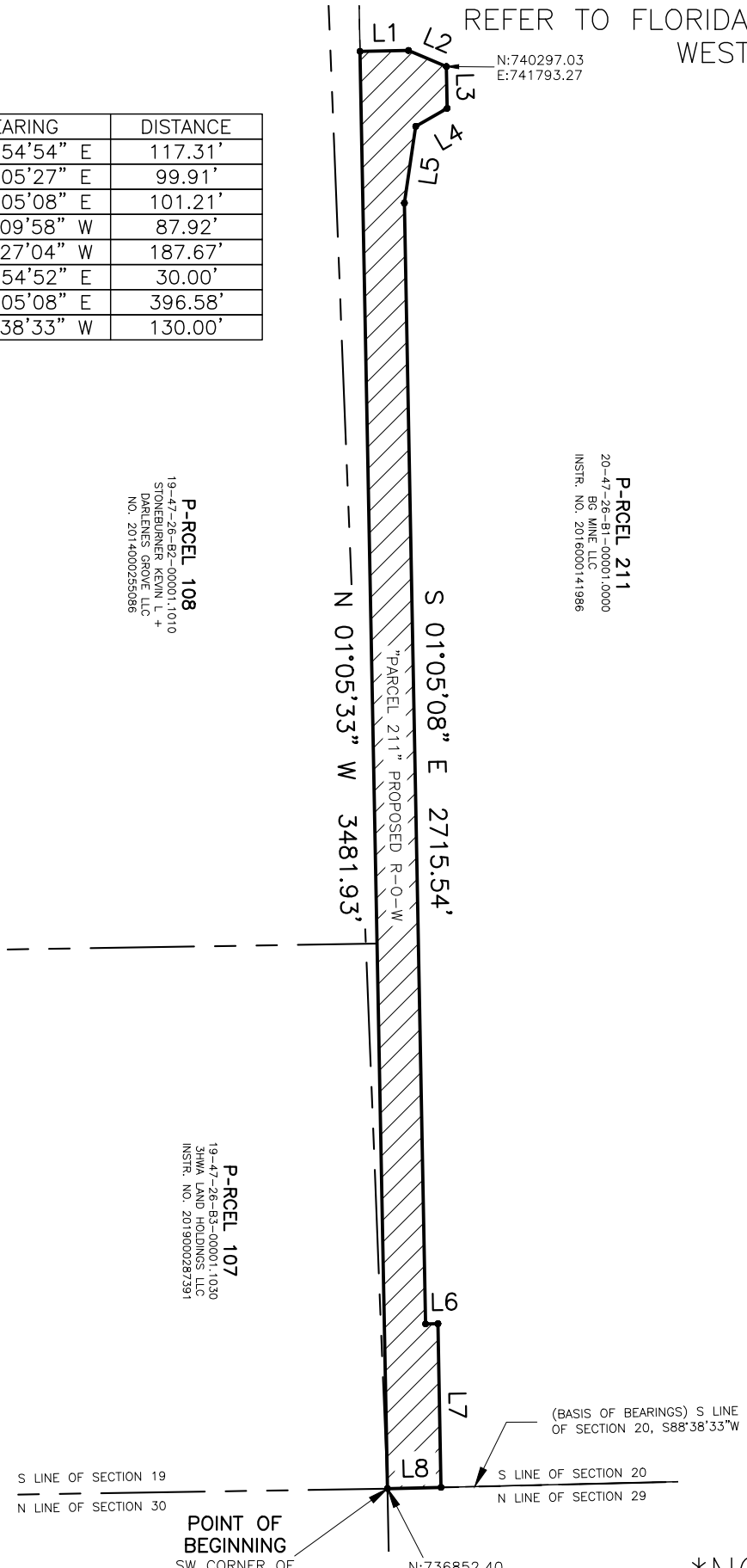
NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 210 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L R5.dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE PLANE
WEST

LINE	BEARING	DISTANCE
L1	N 88°54'54" E	117.31'
L2	S 67°05'27" E	99.91'
L3	S 01°05'08" E	101.21'
L4	S 60°09'58" W	87.92'
L5	S 08°27'04" W	187.67'
L6	N 88°54'52" E	30.00'
L7	S 01°05'08" E	396.58'
L8	S 88°38'33" W	130.00'





NOT A SURVEY

DR- N BY: JNH	D-TE: 4/11/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1969	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of -uthorization No.1772
SHEET # 1	OF SHEET 2		
SEC-TWN-RGE: 20-47-26			

SKETCH AND LEGAL PARCEL 211

BONITA GRANDE DRIVE EXTENSION

DR- ING NO.	H-2270
PROJECT NO.	2016.068
FILE N-ME	2016068 S&L R5.dwg

LEGAL DESCRIPTION

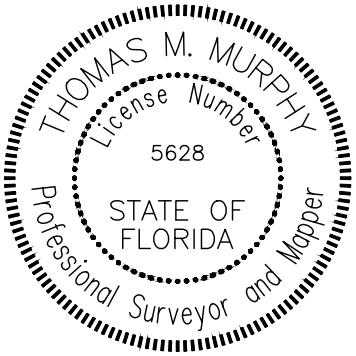
A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°05'33"W FOR A DISTANCE OF 3481.93 FEET; THENCE RUN N88°54'54"E FOR A DISTANCE OF 117.31 FEET; THENCE RUN S67°05'27"E FOR A DISTANCE OF 99.91 FEET; THENCE RUN S01°05'08"E FOR A DISTANCE OF 101.21 FEET; THENCE RUN S60°09'58"W FOR A DISTANCE OF 87.92 FEET; THENCE RUN S08°27'04"W FOR A DISTANCE OF 187.67 FEET; THENCE RUN S01°05'08"E FOR A DISTANCE OF 2715.54 FEET; THENCE RUN N88°54'52"E FOR A DISTANCE OF 30.00 FEET; THENCE RUN S01°05'08"E FOR A DISTANCE OF 396.58 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 20; THENCE RUN ALONG THE SAID SOUTH LINE S88°38'33"W FOR A DISTANCE OF 130.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8.73 ACRES, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°38'33"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

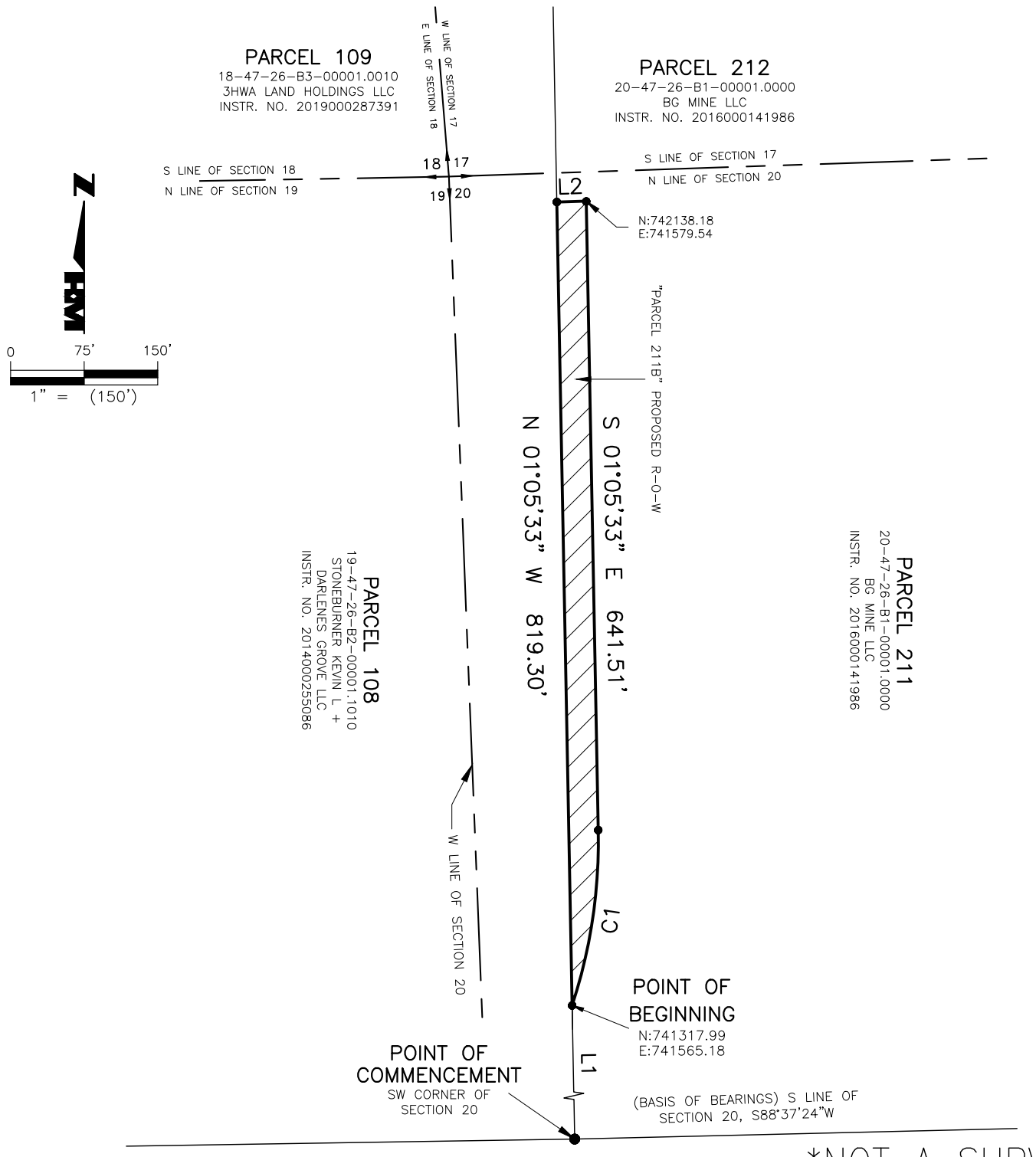
NOT A SURVEY

DRAWN BY: JNH	DATE: 4/11/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 211 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 20-47-26				FILE NAME 2016068 S&L R5.dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE PLANE
WEST

LINE	BEARING	DISTANCE
L1	N 01°05'33" W	4466.40'
L2	N 88°03'52" E	30.00'

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	530.00'	19°38'06"	180.74'	S 08°27'43" W	181.63'



NOT A SURVEY

DR- N BY: JNH	D-TE: 6/19/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1991	SKETCH AND LEGAL PARCEL 211B BONITA GRANDE DRIVE EXTENSION
SHEET # 1	OF SHEET 2	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of -uthorization No.1772	DR- ING NO. H-2270 PROJECT NO. 2016.068 FILE N-ME 2016068 S&L R5.dwg
SEC-TWN-RGE: 20-47-26			

LEGAL DESCRIPTION

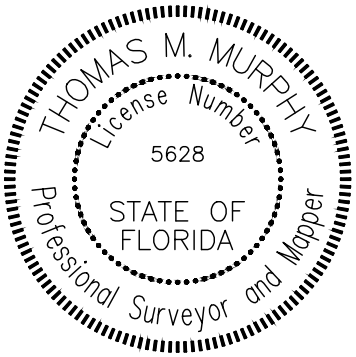
A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°05'33"E FOR A DISTANCE OF 4466.40 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE N01°05'33"E FOR A DISTANCE OF 819.30 FEET; THENCE RUN N88°03'52"E FOR A DISTANCE OF 30.00 FEET; THENCE RUN S01°03'33"E FOR A DISTANCE OF 641.51 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°38'06" AND BEING SUBTENDED BY A CHORD OF 180.74 FEET AT A BEARING OF S08°27'43"W, FOR AN ARC LENGTH OF 181.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 22849.36 SQUARE FEET OR 0.52 ACRES, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

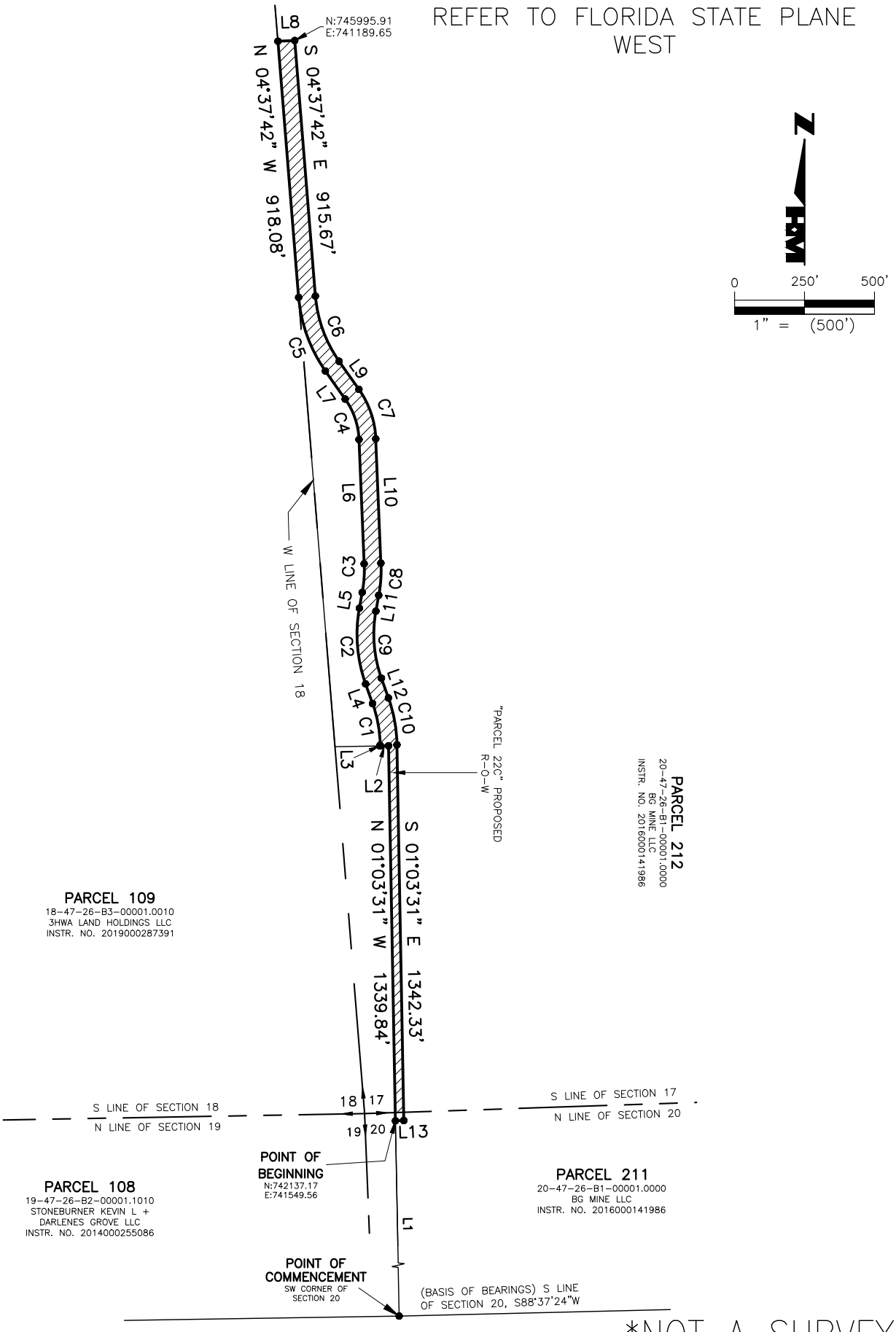
HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: JNH	DATE: 6/19/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 211B	PROJECT NO. 2016.068
SEC-TWN-RGE: 20-47-26			BONITA GRANDE DRIVE EXTENSION	FILE NAME 2016068 S&L R5.dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE PLANE
WEST



NOT A SURVEY

DR- N BY: JNH	D-TE: 6/19/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1969	SKETCH AND LEGAL PARCEL 212	DR- ING NO. H-2270
SHEET # 1	OF SHEET 2	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of -uthorization No.1772	BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 17-47-26				FILE N-ME 2016068 S&L R5.dwg

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	469.99'	18°28'37"	150.91'	N 10°17'48" W	151.56'
C2	530.00'	29°39'20"	271.27'	N 04°42'27" W	274.32'
C3	470.00'	12°29'25"	102.26'	N 03°52'31" E	102.46'
C4	270.00'	32°52'40"	152.82'	N 18°48'32" W	154.93'
C5	529.84'	30°34'51"	279.45'	N 19°56'26" W	282.79'
C6	469.80'	30°34'51"	247.79'	S 19°56'31" E	250.75
C7	330.00'	32°52'40"	186.77'	S 18°48'32" E	189.36'
C8	530.00'	12°29'25"	115.31'	S 03°52'31" W	115.54'
C9	470.00'	29°39'20"	240.56'	S 04°42'27" E	243.27'
C10	530.00'	18°28'36"	170.17'	S 10°17'49" E	170.91'

LINE	BEARING	DISTANCE
L1	N 01°05'33" W	5285.70'
L2	S 89°01'20" W	30.00'
L3	N 01°03'31" W	2.91'
L4	N 19°32'06" W	74.64'
L5	N 10°07'13" E	57.33'
L6	N 02°22'12" W	444.34'

LINE	BEARING	DISTANCE
L7	N 35°14'52" W	122.79'
L8	N 87°40'12" E	60.05'
L9	S 35°14'52" E	122.77'
L10	S 02°22'12" E	444.34'
L11	S 10°07'13" W	57.33'
L12	S 19°32'06" E	74.64'
L13	S 88°03'52" W	30.00'

LEGAL DESCRIPTION

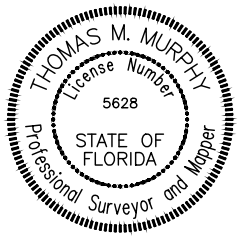
A PARCEL OF LAND LOCATED IN SECTION 17 AND SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°05'33"W FOR A DISTANCE OF 5285.70 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N01°03'31"W FOR A DISTANCE OF 1339.84 FEET; THENCE RUN S89°01'20"W FOR A DISTANCE OF 30.00 FEET; THENCE RUN N01°03'31"W FOR A DISTANCE OF 2.91 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 469.99 FEET, THROUGH A CENTRAL ANGLE OF 18°28'37" AND BEING SUBTENDED BY A CHORD OF 150.91 FEET AT A BEARING OF N10°17'48"W, FOR AN ARC LENGTH OF 151.56 FEET; THENCE RUN N19°32'06"W FOR A DISTANCE OF 74.64 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 29°39'20" AND BEING SUBTENDED BY A CHORD OF 271.27 FEET AT A BEARING OF N04°42'27"W, FOR AN ARC LENGTH OF 274.32 FEET; THENCE RUN N10°07'13"E FOR A DISTANCE OF 57.33 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 12°29'25" AND BEING SUBTENDED BY A CHORD OF 102.26 FEET AT A BEARING OF N03°52'31"E, FOR AN ARC LENGTH OF 102.46 FEET; THENCE RUN N02°22'12"W FOR A DISTANCE OF 444.34 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 32°52'40" AND BEING SUBTENDED BY A CHORD OF 152.82 FEET AT A BEARING OF N18°48'32"W, FOR AN ARC LENGTH OF 154.93 FEET; THENCE RUN N35°14'52"W FOR A DISTANCE OF 122.79 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 529.84 FEET, THROUGH A CENTRAL ANGLE OF 30°34'51" AND BEING SUBTENDED BY A CHORD OF 279.45 FEET AT A BEARING OF N19°56'26"W, FOR AN ARC LENGTH OF 282.79 FEET; THENCE RUN N04°37'42"W FOR A DISTANCE OF 918.08' FEET; THENCE RUN N87°40'12"E FOR A DISTANCE OF 60.05 FEET; THENCE RUN S04°37'42"E FOR A DISTANCE OF 915.67 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 469.80 FEET, THROUGH A CENTRAL ANGLE OF 30°34'51" AND BEING SUBTENDED BY A CHORD OF 247.79 FEET AT A BEARING OF S19°56'31"E, FOR AN ARC LENGTH OF 250.75 FEET; THENCE RUN S35°14'52"E FOR A DISTANCE OF 122.77 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 32°52'40" AND BEING SUBTENDED BY A CHORD OF 186.77 FEET AT A BEARING OF S18°48'32"E, FOR AN ARC LENGTH OF 189.36 FEET; THENCE RUN S02°22'12"E FOR A DISTANCE OF 444.34 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 12°29'25" AND BEING SUBTENDED BY A CHORD OF 115.31 FEET AT A BEARING OF S03°52'31"W, FOR AN ARC LENGTH OF 115.54 FEET; THENCE RUN S10°07'13"W FOR A DISTANCE OF 57.33 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 29°39'20" AND BEING SUBTENDED BY A CHORD OF 240.56 FEET AT A BEARING OF S04°42'27"E, FOR AN ARC LENGTH OF 243.27 FEET; THENCE RUN S19°32'06"E FOR A DISTANCE OF 74.64 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 18°28'36" AND BEING SUBTENDED BY A CHORD OF 170.17 FEET AT A BEARING OF S10°17'49"E, FOR AN ARC LENGTH OF 170.91 FEET; THENCE RUN S01°03'31"E FOR A DISTANCE OF 1342.33 FEET; THENCE RUN S88°03'52"W FOR A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.49 ACRES, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

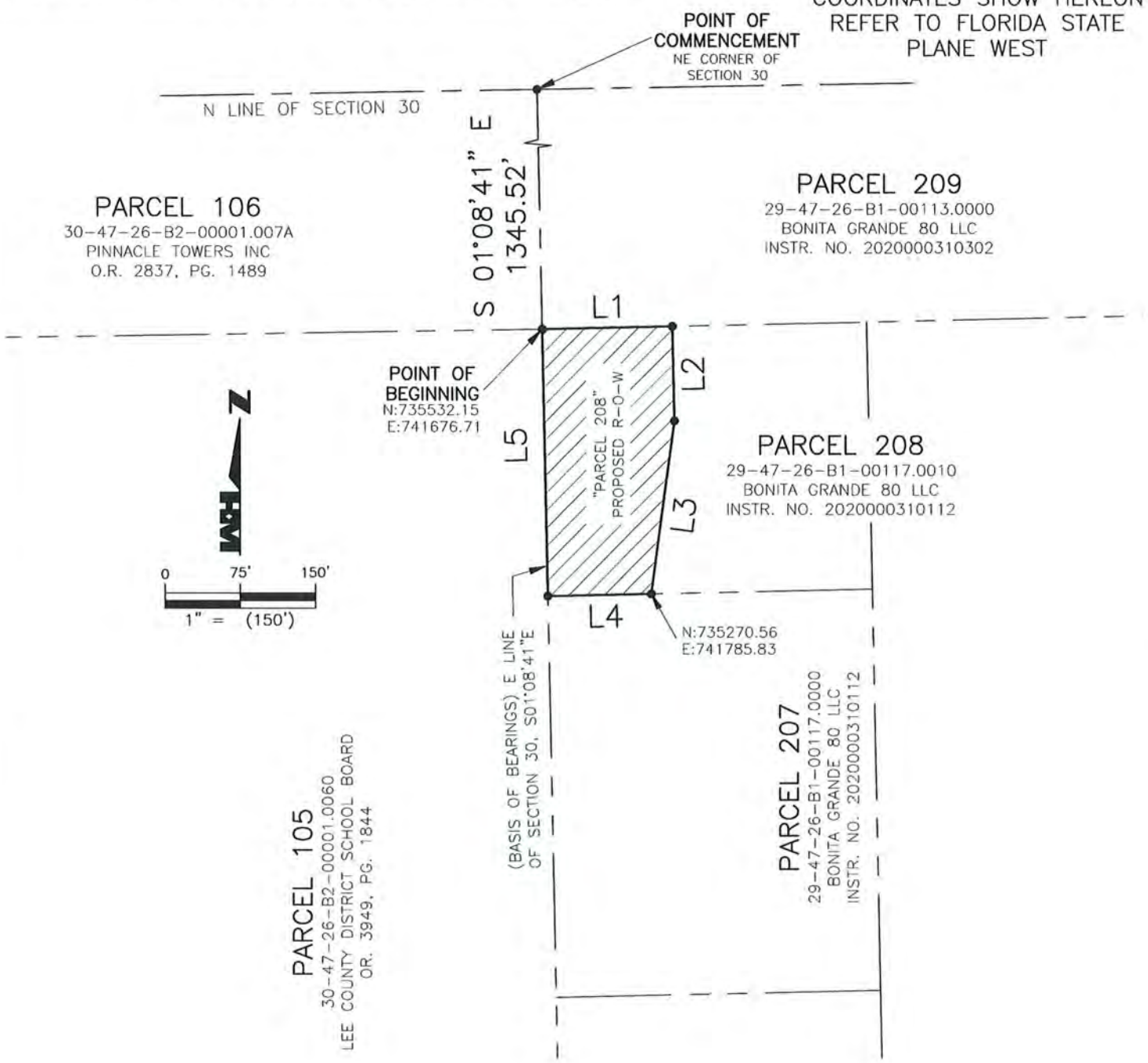


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 6/19/2023	HOLE MONTES ENGINEERS | LANDSCAPE ARCHITECTS | PLANNERS | SURVEYORS SINCE 1956	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2	SKETCH AND LEGAL PARCEL 212 BONITA GRANDE DRIVE EXTENSION		PROJECT NO. 2016.068
SEC-TWN-RGE: 17-47-26				FILE NAME 2016068 S&L R5.dwg

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST



LINE	BEARING	DISTANCE
L1	N 88°41'56" E	130.00'
L2	S 01°08'41" E	93.57'
L3	S 07°38'28" W	172.53'
L4	S 88°41'56" W	103.65'
L5	N 01°08'41" W	264.00'

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 208 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 1	OF SHEET 2				PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26					FILE NAME 2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30, S01°08'41"E FOR A DISTANCE OF 1345.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN N88°41'56"E FOR A DISTANCE OF 130.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 93.57 FEET; THENCE RUN S07°38'28"W FOR A DISTANCE OF 172.53 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 103.65 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE RUN ALONG THE SAID EAST LINE N01°08'41"W FOR A DISTANCE OF 264.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 32074.59 SQUARE FEET OR 0.74 ACRE, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

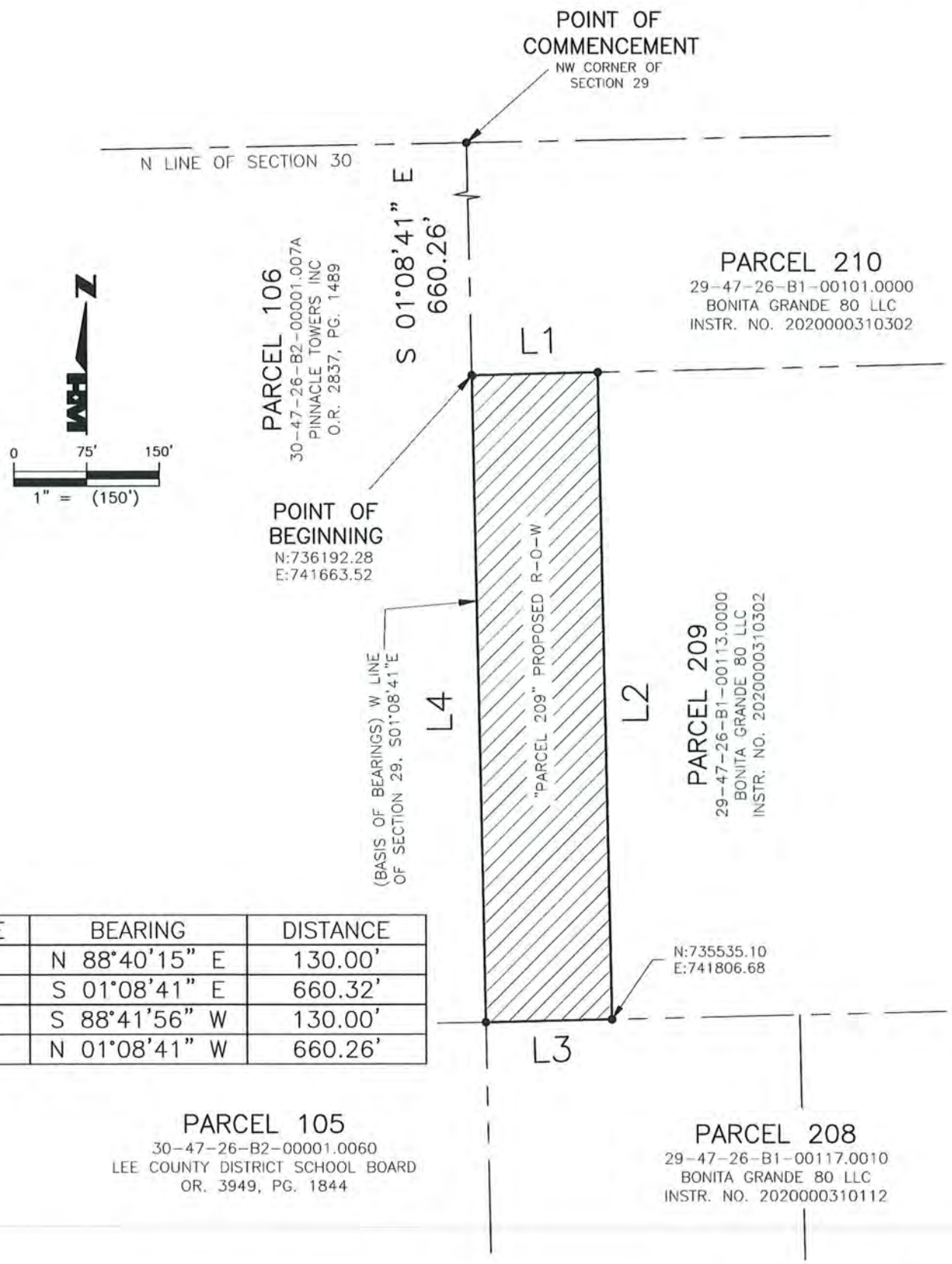


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 208 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST



LINE	BEARING	DISTANCE
L1	N 88°40'15" E	130.00'
L2	S 01°08'41" E	660.32'
L3	S 88°41'56" W	130.00'
L4	N 01°08'41" W	660.26'

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET 1	OF SHEET 2		SKETCH AND LEGAL PARCEL 209 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 660.26 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED THENCE RUN N88°40'15"E FOR A DISTANCE OF 130.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 660.32 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE RUN ALONG THE SAID WEST LINE N01°08'41"W FOR A DISTANCE OF 660.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 85837.94 SQUARE FEET OR 1.97 ACRE, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF SECTION 29, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'41"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023	HOLE MONTES	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2		SKETCH AND LEGAL PARCEL 209 BONITA GRANDE DRIVE EXTENSION	PROJECT NO. 2016.068
SEC-TWN-RGE: 29-47-26				FILE NAME 2016068 S&L 3 NEW.dwg

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-184
September 6, 2023

REQUESTED MOTION: Consider a request from the Café of Life to construct a pavilion/gazebo structure at Leitner Neighborhood Park.

REQUESTOR: Arleen M. Hunter, City Manager; Nicole Perino, Parks & Recreation Director

AGENDA: City Manager's Items

STRATEGIC PRIORITY:

BACKGROUND:

On April 5, 2023, the City Council adopted Ordinance 23-01 authorizing the lease of a portion of Leitner Neighborhood Park to the Café of Life for operation of its meal center, during specified hours, for a term of ten years.

On August 17, 2023, staff received the attached correspondence from the Café of Life requesting to construct, at its own expense, a 16'x12' pavilion/gazebo to be located on the Play Lawn north of the playground. The correspondence acknowledges that the Café of Life would provide all funding and apply for all necessary building permits.

Should the Council wish to permit the Café of Life to proceed with constructing the pavilion/gazebo, staff will coordinate regarding next steps in accordance with the Lease Agreement.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Letter from Café of Life
2. 2023 Lease Agreement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Nicole Perino

CAFÉ of LIFE

CARING... SHARING... SERVING

Cafe of Life, Inc.
MAILING: P.O. Box 367794 Bonita Springs FL, 34136
LOCATION: 10540 Childers Street Bonita Springs, FL 34135

Tel: 239-495-9325
WEB: cafeoflife.org
facebook.com\CaringSharingServing

August 17, 2023

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

Subject: Leitner Neighborhood Park Capital Improvement

The purpose of the letter is to request your approval for the Café of Life to make a capital improvement to Leitner Neighborhood Park by adding a 16' x 12' pavilion/gazebo as shown in attachment. The Café of Life will provide all the funding and will apply for all necessary building permits. Nicole Perino, Parks and Recreation Director, after conferring with the City Attorney, advised us to submit this formal request to the City Council since our lease agreement doesn't address capital improvements.

This pavilion/gazebo will be on a concrete slab with 1-2 picnic tables underneath it, and we believe it will enhance the park by providing another covered structure for residents to enjoy.

We thank you for your consideration and look forward to your reply.

Please advise of any additional information the City may need.

Jeff Nichols
Executive Director

AUG 14 2023 PM 1:22

United Way
Partner Agency



AMAZON SHEDS

View Details | Submit for Quote

Questions? Contact us at 239-498-5558 or info@amazonsheds.com

VIEW IN YOUR SPACE | SHARE | Estimate: $5,931

SUBMIT FOR QUOTE

STYLE

SIZE

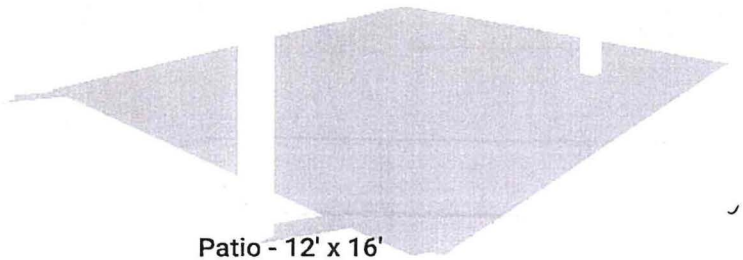
Select Size

Select your preferred size below. Please contact us for recommendations on sizes based on your needs.

12' wide, 14' wide, 16'x12' and 16'x14' models will be measure by the eaves, not the floor.

Patios will be measured by the eaves, not the posts.

12 x 16
2' deep footer



Patio - 12' x 16'

Width Options

- ○ 10' Width Options
- ◉ 12' Width Options
- ○ 14' Width Options
- ○ 16' Width Options

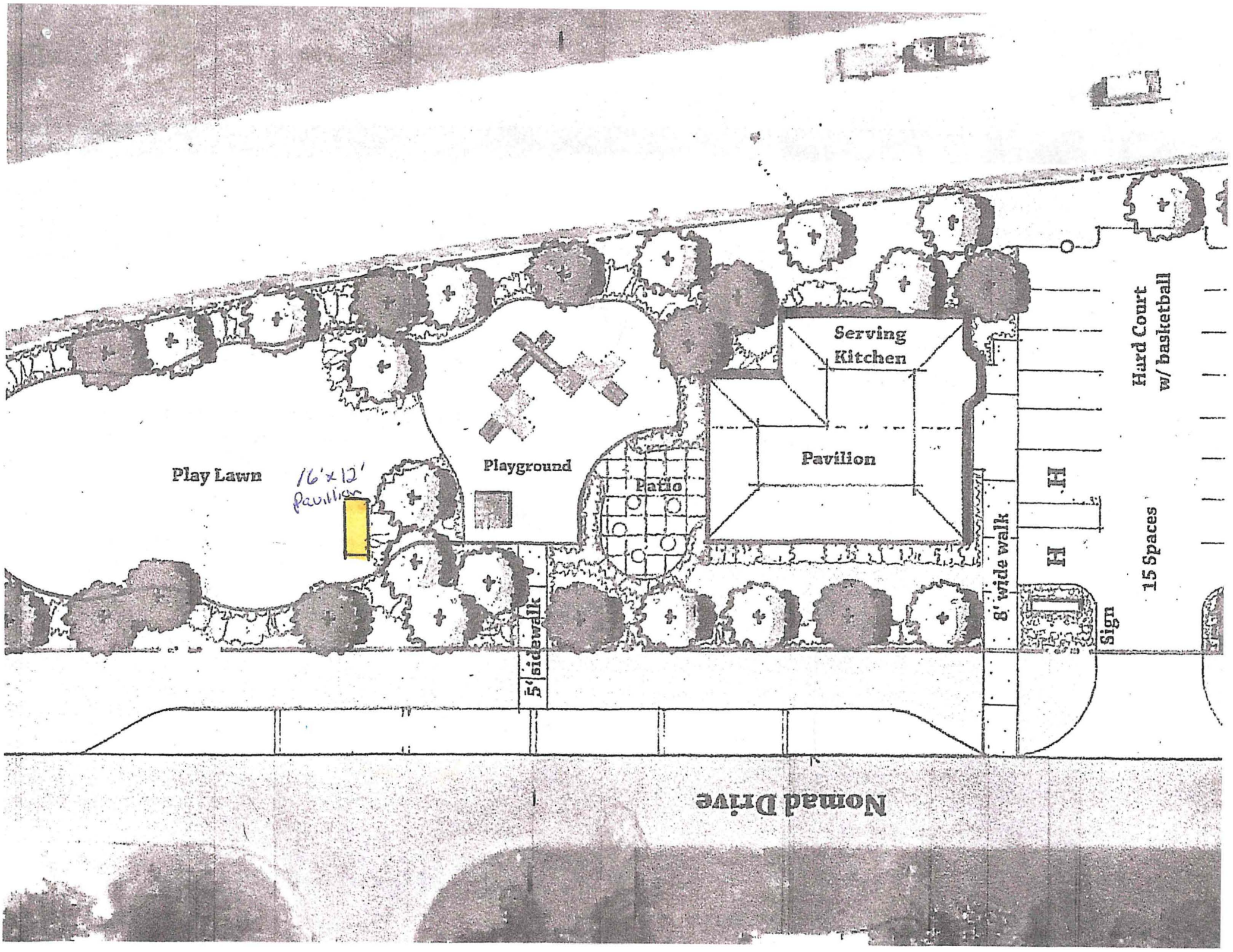
12' x 16'

Width x Length

HOME | LEFT | RIGHT | IN | OUT | UNDO | RESET

IdeaRoom

DOORS, WINDOWS, & EXTERIOR OPTIONS


Serving
Kitchen
Pavilion
Patio
Playground
Play Lawn
16'x12'
Pavillion
Hard Court
w/ basketball
15 Spaces
H
H
8' wide walk
Sign
5' sidewalk
Nomad Drive

Public Private Partnership Lease Agreement

THIS AGREEMENT is made and entered into this ____ day of January, 2023, between the City of Bonita Springs, a Florida municipal corporation, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, ("City") and the Café of Life, a Florida non-profit corporation, whose mailing address is P.O BOX 367794 Bonita Springs FL 34136, ("Lessee" or "Café").

RECITALS

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

WHEREAS, on March 22, 2013, the City of Bonita Springs ("City") entered into a lease agreement with the Cafe of Life, Inc. ("Lessee") for a public / private partnership to create a turnkey city park built by Cafe of Life, Inc., for a portion of that facility to be used by Cafe of Life, Inc., for operation of its meal center during defined hours with the remainder of the time the facility operated as a city park (the "Agreement"); and

WHEREAS, the Agreement provided for a term of ten (10) years with the option to renew for an additional five (5) years; and

WHEREAS, on March 14, 2022, the City received written correspondence requesting renewal of the Agreement for an additional term of ten (10) years.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. **Grant and Description of Lease.** City grants to Lessee, and Lessee accepts from City, the non-exclusive privilege of operating a public facilty referred to as Leitner Neighborhood Park in accordance with and subject to the terms of this Agreement. The legal description of the parcel is as follows:

   A tract or parcel of land located in Section 25, Township 47 South, Range 25 East, Lee County, Florida and more particularly described as follows:

   Lots 42 – 49, Block 1, Leitner Creek Manor Unit 2, according to the plat thereof recorded in Plat Book 30, Pages 79 and 80, filed in the Public Records of the Clerk of Courts of Lee County, Florida, less and except the Three Oaks Parkway / Imperial Parkway "maintained road right-of-way". A copy of the survey is attached as Exhibit A.

BSC-23-04-091

2. **Duration of Lease; Renewal**. This Lease Agreement shall remain in full force and effect for ten (10) years from its effective date, and will be renewed for additional five year terms as set forth herein, provided that at least six (6) months prior to the expiration of the current term. Cafe shall notify City of its intent to renew for an additional five year term. Within sixty (60) days of such notice, City will schedule at a regular public meeting, the decision as to whether or not to renew. In the event the City decides not to renew, this Lease Agreement shall terminate after the expiration of the last five year period approved by Council. This provision is not intended to in any way limit the ability of the City and Café of Life to otherwise extend this Lease Agreement by mutual written agreement between them, or shorten the term in the event Café of Life ceases operations.

3. **Improvements.** The Master Concept Plan (MCP) depicting the improvements constructed by Lessee is attached to this Agreement as Exhibit B. Lessee shall install and maintain all improvements at their own costs in substantial compliance with Exhibit B, subject to the following:
    a. The City will reserve to itself naming rights of Leitner Neighborhood Park, with Café having the right to name portions of the facilities that it constructed for its fundraising endeavors, subject to Council approval.
    b. Lessee will be responsible for all site improvements, including but not limited to, obtaining all local, state and federal permitting.
    c. Lessee will solely be responsible of maintaining Leitner Neighborhood Park at their expense.
    d. Lessee will only plant native plantings and shall only fertilize the area in accordance with the City of Bonita Springs Fertilizer Ordinance.
    e. Lessee shall maintain signage on the exterior indicating that this is a public park open to the public for their use, subject to the City of Bonita Springs Parks and Recreation rules.

4. **Right of Entry.** City reserves the right to enter the Premises at any reasonable time to insure compliance with the covenants of this agreement. City also reserves the right of ingress and egress to investigate and survey the Premises as deemed necessary, and reserves the right to perform any work of any nature necessary for preservation, maintenance and operation of this facility as open for public use as a park.

    Lessee shall be liable for all expenses incurred by City for all work done by City in order to preserve, maintain and operate the public park when the work is the result of Lessee's negligence or noncompliance with the covenants of this agreement.

5. **Use of Premises.** Lessee may use the property, subject to the public's right of use as a park facility with limitation only during the hours of operation for the meal center, subject to the terms below:
    a. Café may operate its meal center from 9 a.m. to 12 p.m., Monday through Friday and on Christmas Eve / Day (when they fall on a week-

end day). Café shall instruct and enforce the earliest arrivals and latest departures of its participants. The public may not use the facility during this specified time.

b. Café will be responsible for scheduling activities at the Park, ensuring that activities do not interfere with other scheduled activities.
c. City will be able to program activities on site in coordination with Café.
d. Café will be responsible for maintaining all areas of property under this Lease, including the lands and structure.
e. Café will use its best efforts to control the ingress and egress of its participants through the adjacent neighborhoods. Café staff shall not leave the premises until all participants have left the neighborhood, and Café staff will be responsible for making sure the streets located throughout the adjacent neighborhoods do not have participants loitering as defined under Florida Statutes §856.021 before, during or after the operation of the meal center. Café may restrict client access for failure to comply with this rule.
f. So as to enforce the terms of responsibilities in this Lease, City grants Café authorization to file trespass charges on any participant consistent with Florida Statutes §810.09. In doing so, Café will follow City rules for its Parks and Recreation facilities, pursuant to Bonita Springs Ordinance No. 09-08, as it may be amended.
g. Any use of the property after hours by Cafe will require a City special events permit in accordance with the City's rules in effect at the time of permitting.

6. **Meal Center Food Preparation**. The Parties acknowledge that Café of Life will be serving food on premises in the Pavillion to its participants. Café of Life is excluded from public food service establishment pursuant to Florida Statutes §509.013(5)(a) because certain uses are excluded, including those found in §509.013(5)(b)2 "any eating place maintained and operated by a church or a religious, non-profit fraternal, or non-profit civic organization ... for the use of members and associates...". In the event Café of Life changes its practices or there is a change in law or a change in interpretation by the Florida Department of Business and Professional Regulation, the parties agree that Café of Life will need to conform to state law requirements. The City of Bonita Springs is not responsible for any inspections and / or enforcement of food criteria as regulated by the State of Florida.

7. **Exterior Premise Maintenance.** Lessee will adequately maintain (at a minimum, to the standards of normal maintenance for City Parks maintained by the City of Bonita Springs) all landscaping, hardscaping and furnishings installed by Lessee, including the security system, parking lot, and outdoor lighting. Lessee will maintain the playground up to normal wear and tear. Any playground constructed must meet the applicable standards found in the Americans with Disabilities Act, the American

Society for Testing and Materials standards, and CPSC Public Playground Safety Handbook (publication #325).

8. **Insurance.** Lessee shall provide the City with an inventory of all improvements, which will be insured by Lessee, naming the City of Bonita Springs as an additional insured, in the minimum of one million for general liability and property damage. The inventory will be updated by the Lessee annually and at any time there is a change in improvements. This insurance policy will not be cancelled or reduced without 30 days prior written notice to the City.

9. **Maintenance, Repairs and Replacements**. Lessee shall be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to the premises, including walls, foundations, plumbing (irrigation) and electrical systems. Lessee shall be responsible for the repair and maintenance of the walking area. Lessee will maintain all exterior landscaping, including mowing, within the surrounding premises. City may, but is not required to, replace the playground as it would for any other park.

10. **Construction.** Lessee shall not enter into any construction or repair projects of any kind on or in the Premises without written permission from City.

11. **Utilities.** Lessee shall be responsible for all utilities within the Leased area and will promptly pay all charges for utility services, including hook-ups and monthly charges. Lessee is responsible for providing adequate water, gas (if available in the future) and electricity during the terms of this Lease. Except for emergencies physically related to the facilities, Lessee may not turn off water, sewer or electricity when the facility is not in use without permission of the City.

12. **Sanitation and Garbage**: Lessee shall keep the Premises and the equipment and furnishings located there in a sanitary condition at all times, in conformity with applicable federal, state, county and city laws. The City may inspect the premises periodically and Lessee agrees to comply with the City's recommendations. Lessee shall provide all janitorial supplies and gardening services required to properly clean and operate the Premises and the equipment and furnishings. Café must keep the restrooms locked when the Pavilion is not being used by Café or for any of the scheduled programs. City staff will install a garbage can and pick-up garbage and litter that are contained in the garbage can on the same schedule of other City park facilities. Café is responsible for removal of all garbage that is on the premises resulting from its meal center operation and is not located in the garbage can (e.g., where people or animals have disturbed the garbage).

13. **Indemnification.** Lessee covenants and agrees that it will fully indemnify, hold harmless, protect and defend at its own cost and expense, the City, its City Council and each member of the Council, its officers, employees and agents and each of them harmless from any risks, suits, damages, expenses or claims (including court costs and reasonable attorney's fees) which the City, its City Council and each member of the Council,, may incur or become liable for as a result of the injury or death of any person(s), or the loss or damage of any property in connection with the operation of this Lease by Lessee or any of its employees, agents, invitees or any other person acting on behalf of the Lessee.

14. **Bills.** No contractors liens or mortgages or other equitable interests may be recorded on the property. Lessee agrees to pay promptly all bills arising from the operation of the Premises in accordance with this Lease.

15. **Nondiscrimination.** Lessee agrees to comply fully with the federal Equal Employment Opportunities Act and with all applicable state and federal laws, and Lessee agrees that no person shall be denied or refused access or other full or equal use of the Leased facilities, as a result of race, creed, color, religion, sex, national origin or ancestry, age, physical or mental handicap.

16. **Employees and/or Volunteers.** Lessee agrees to operate the Premises personally or to employ sufficient and qualified personnel to operate the Premises in a business-like manner. The Premises shall be operated by an employee authorized to act and represent Lessee in all matters pertaining to the operation of this Agreement. Lessee agrees that it and its employees shall be clean and neat in appearance and shall be courteous at all times to users of property.

17. **Signs.** Lessee will submit for approval to the City Manager or designee samples of any signs advertising the Premises, prior to their erection. All signs erected by Lessee shall be the responsibility of Lessee and will be kept in good condition by Lessee.

18. **Non-Assignability.** This Lease shall not be assigned in whole or in part, nor shall the Leased premises, or any part of the premises be sublet or leased, nor shall any right or privilege granted here to Lessee be sold, transferred or assigned to anyone other than Café of Life.

19. **Changes or Amendments to Lease.** This Lease sets forth all agreements between the parties. No modification or amendment shall be valid unless set forth in writing and signed by City and Lessee.

20. **Cancellation.** Café may be considered in default of this agreement if it fails to comply with the terms of this Agreement. In that event, the City may:

a. Declare Cafe in default, notify Cafe in writing, and give Cafe fifteen (15) calendar days from receipt of notice to make substantial efforts towards curing the default. If Cafe fails to make substantial efforts towards curing such default within fifteen (15) calendar days, such Agreement shall be terminated accordingly; or
b. The parties may exercise dispute mediation regarding the alleged breach without waiving or being estopped from subsequently pursuing the breach as a matter of law.
c. Any final decision on a cancellation will be held during a regular City Council meeting. While formal rules of evidence do not apply, City may only cancel, notwithstanding an expiration of a term under paragraph 2, if the evidence of the breach is clearly shown.
d. Following cancellation, Café's remedies are specified under paragraph 23, Remedies, below.

21. **Destruction, Loss or Damage by Fire or Other Causes.** In the event the Premises are damaged by fire or other casualty to an extent that in City's sole opinion the continued operation of the premises by Lessee is not desirable, City may immediately terminate this Lease. City may, but is not obligated to, repair or rebuild the Premises and, in that event, if after the repairs or rebuilding are completed to City's satisfaction, any portion of the original Lease period remains, upon notice from City, Lessee immediately shall resume operation of the premise in accordance with this agreement.

22. **Notices**. All notices required under the terms of this Lease shall be sent to the City Manager on behalf of the City, and to Bruce Wheatley, Vice Chair on behalf of the Café of Life at the addresses written above, or to such other person or address as any Party may designate from time to time in writing.

23. **Remedies**. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

24. **Attorney Fees and Costs**. In the event of any litigation between the parties arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including, without limitation, reasonable attorney and/or paralegal fees and costs, whether such fees and costs are incurred before, after, or at trial, on appeal or any bankruptcy arbitration or administrative proceedings.

25. **Entire Agreement**. This Lease constitutes the entire understanding between the parties with respect to the transaction contemplated hereby and all prior Leases, understandings, representations and statements, oral or written, are merged into this Lease. No provision hereof may be waived, modified, amended, discharged, or terminated except by a written instrument signed by the parties hereto.

26. **Severability.** If any provision of this Lease is deemed invalid or unenforceable by a Court of competent jurisdiction, such provision shall be invalid to the extent of such invalidity or unenforceability only without invalidating the remainder of such provision or other remaining provisions of this Lease.

27. **Governing Law:** This Lease shall be governed by an interpreted in accordance with the laws of the State of Florida. Any Court at the venue for any court action will be Lee County, Florida.

IN WITNESS WHEREOF, the parties have executed this document with the understanding that the effective date of this Lease Agreement is coterminous with the Ordinance.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

CAFÉ OF LIFE

By: _____
Signature

Name: Jeff Nichols

Title: Exec. Director

Maria E. Reszel
First Witness Signature

MARIA E. RESZEL
Printed Name First Witness

Second Witness Signature

LUCY G. BROOKS
Printed Name Second Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19TH day of APRIL, 2023 by JEFF NICHOLS, Chair of Café of Life, a Florida nonprofit corporation. She is personally known to me or has produced _____ as identification.

_____
Notary Public

LETICIA SANTOS
(Print Name)

My Commission Expires:

LETICIA SANTOS
Commission # GG 936002
Expires March 29, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A
Legal Description

Exhibit "A"

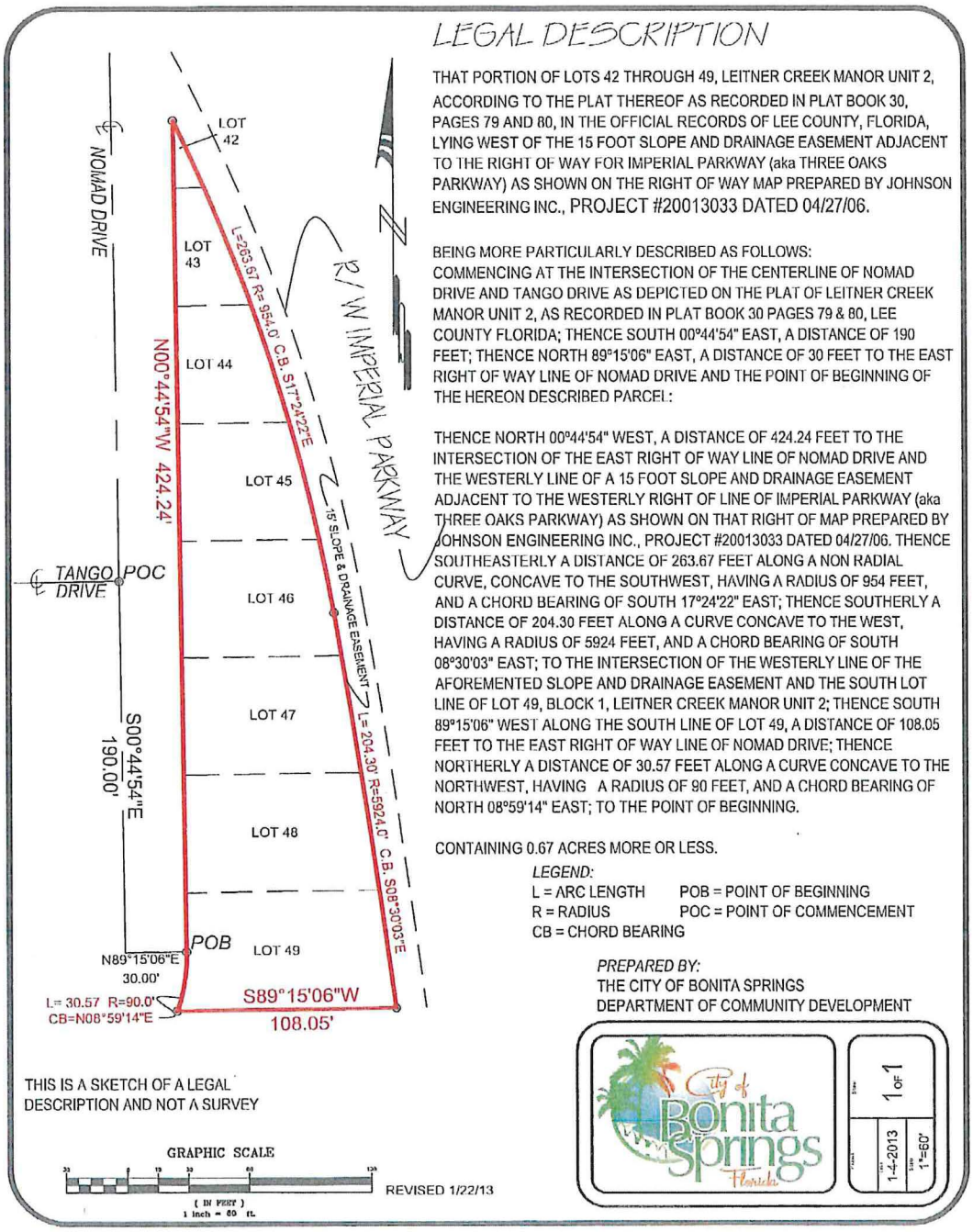
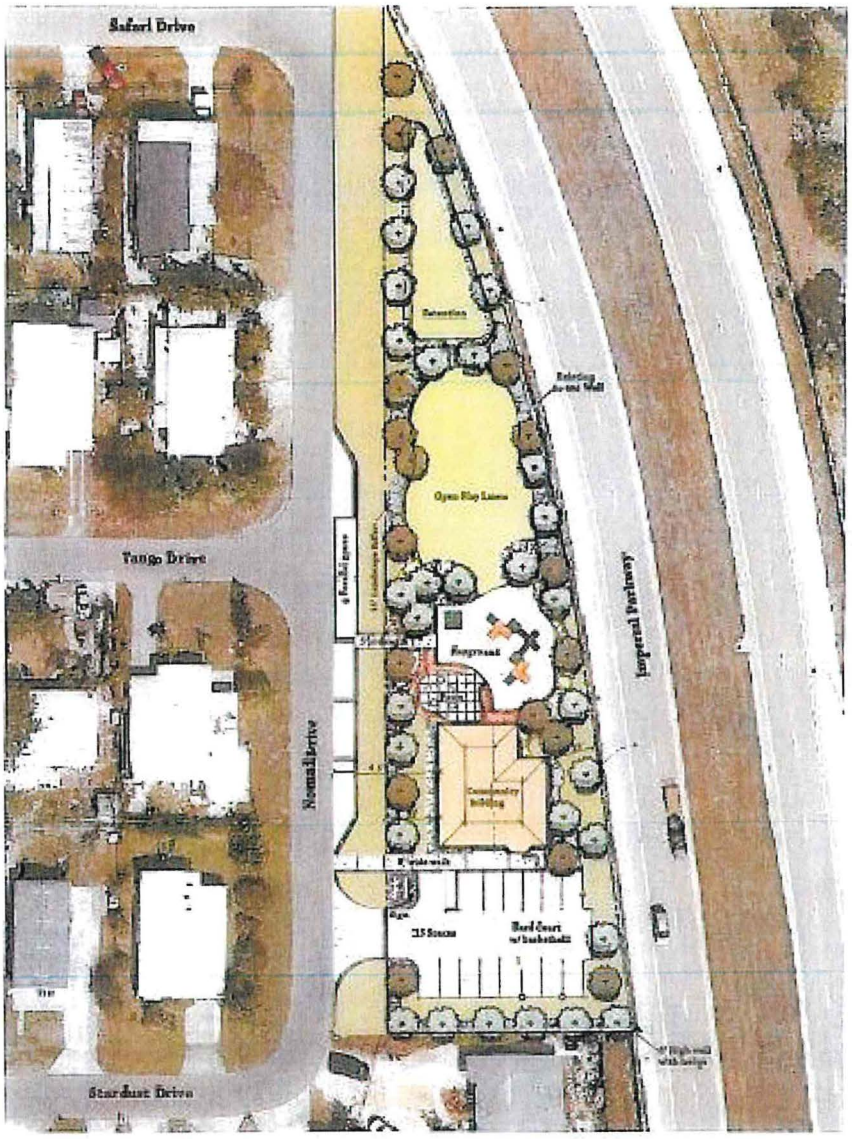


Exhibit B
Master Concept Plan

EXHIBIT "B"



Bonita Springs Leitner Creek Neighborhood Park
Bonita Springs Florida
Preliminary Site Plan 1" = 40' @ 11"x17"

North

GradyMinor
Civil Engineers, Land Surveyors, Planners, Landscape Architects

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23- 01

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.

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

WHEREAS, on March 22, 2013, the City of Bonita Springs ("City") entered into a lease agreement with the Cafe of Life, Inc. ("Lessee") for a public / private partnership to create a turnkey city park built by Cafe of Life, Inc., for a portion of that facility to be used by Cafe of Life, Inc., for operation of its meal center during defined hours with the remainder of the time the facility operated as a city park (the "Agreement"); and

WHEREAS, the Agreement provided for a term of ten (10) years with the option to renew for an additional five (5) years; and

WHEREAS, on March 15, 2022, the City received written correspondence requesting renewal of the Agreement for an additional term of ten (10) years.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby authorizes the renewal of the lease agreement, attached hereto as Exhibit "A", for an additional term of ten (10) years.

Section 3. This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this 5 day of April, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Vote:

Steinmeyer	Corrie
Bogacz	Fullick
Purdon	Forbes
Carr	

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-09-196
September 6, 2023

REQUESTED MOTION: Presentation and review of the July Financial Report

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for July 31, 2023. This report is for ten months of operations in the 2022-2023 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

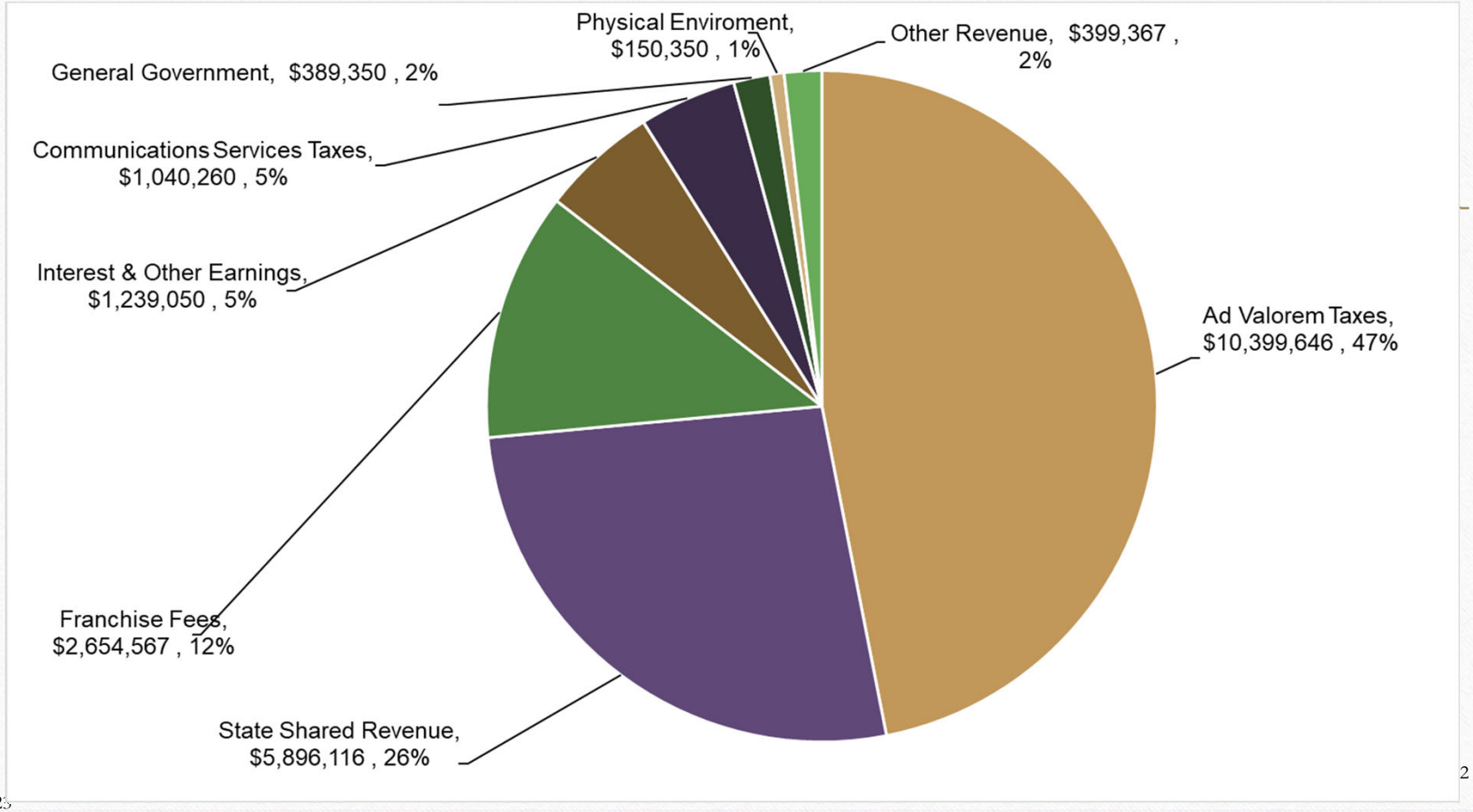
July Financial Report

City of Bonita Springs Florida

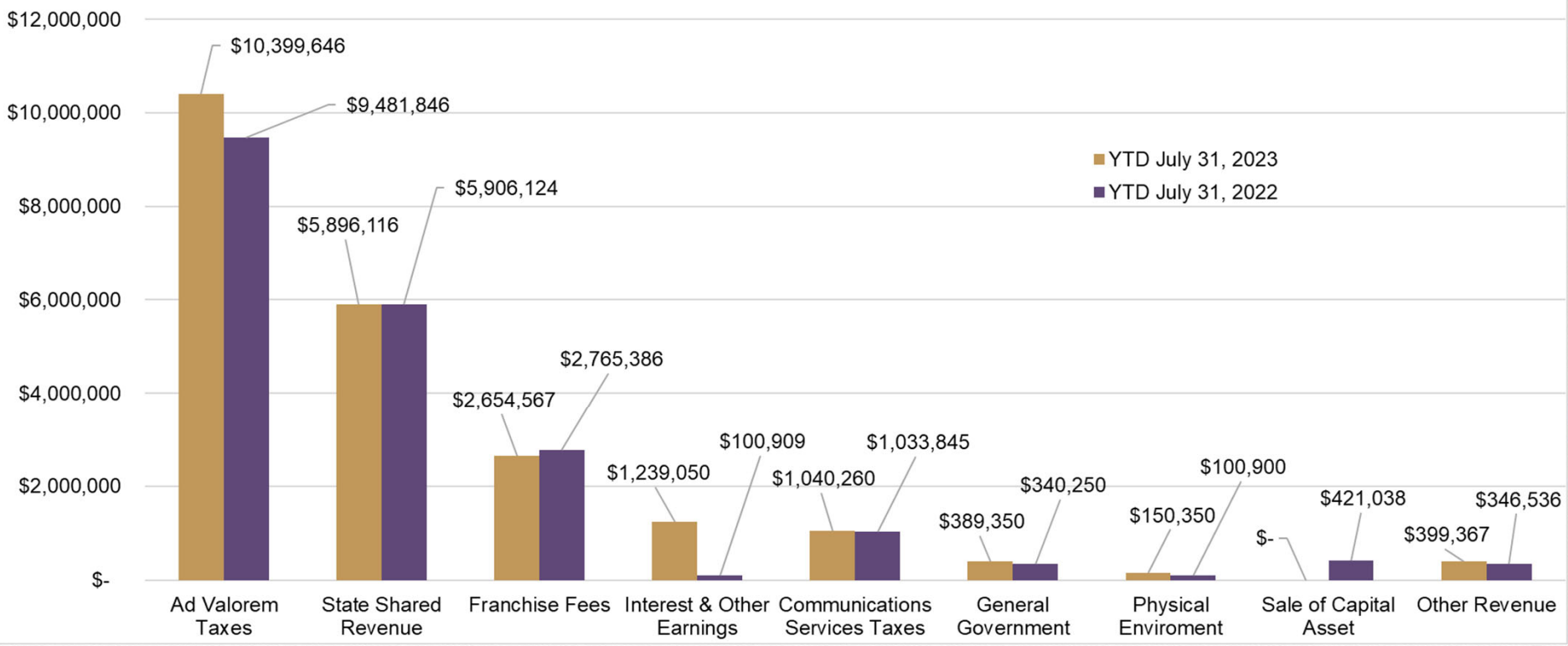
Small Town Charm.
Big Bright Future.

9/6/2023

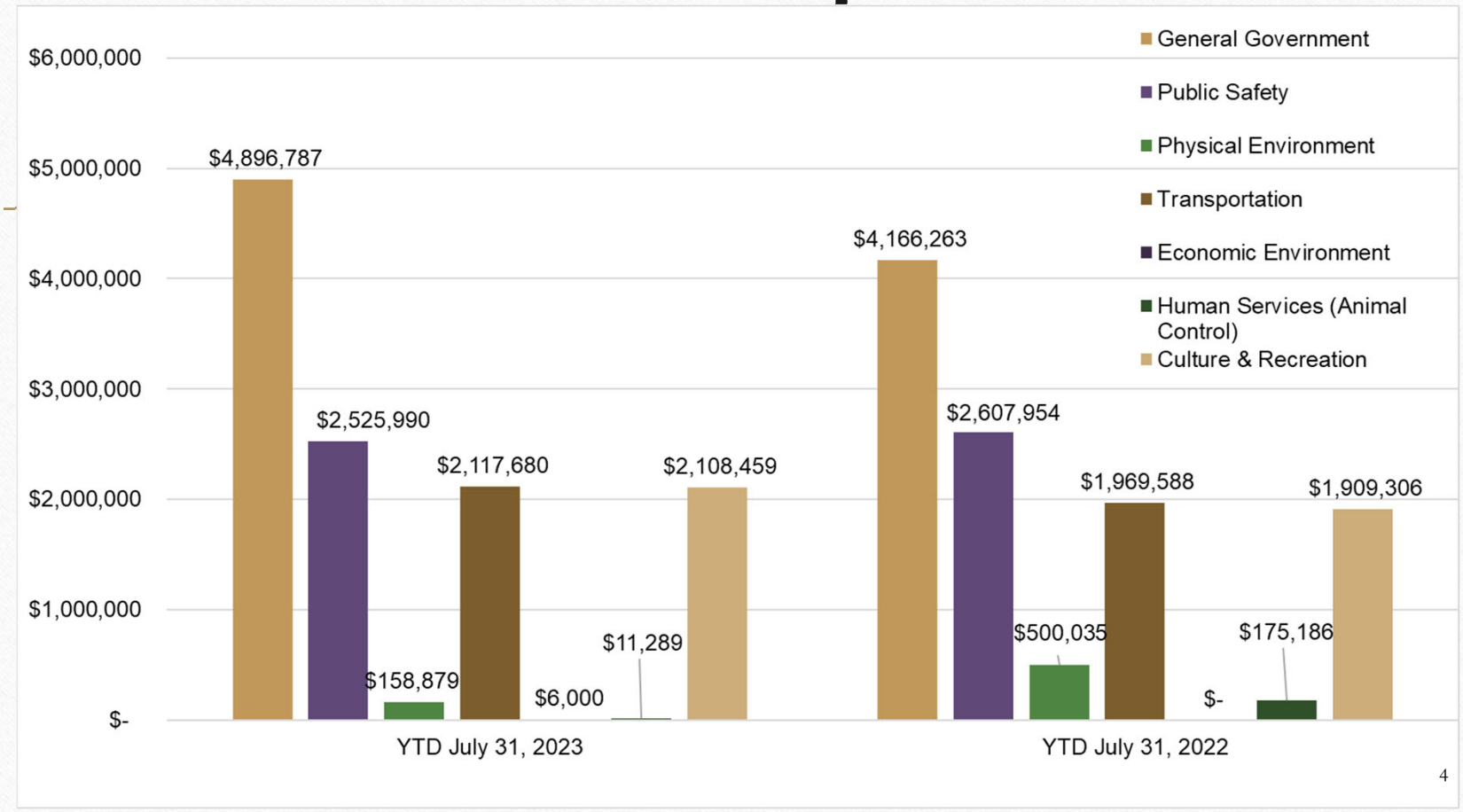
General Fund Revenue as of July 31, 2023



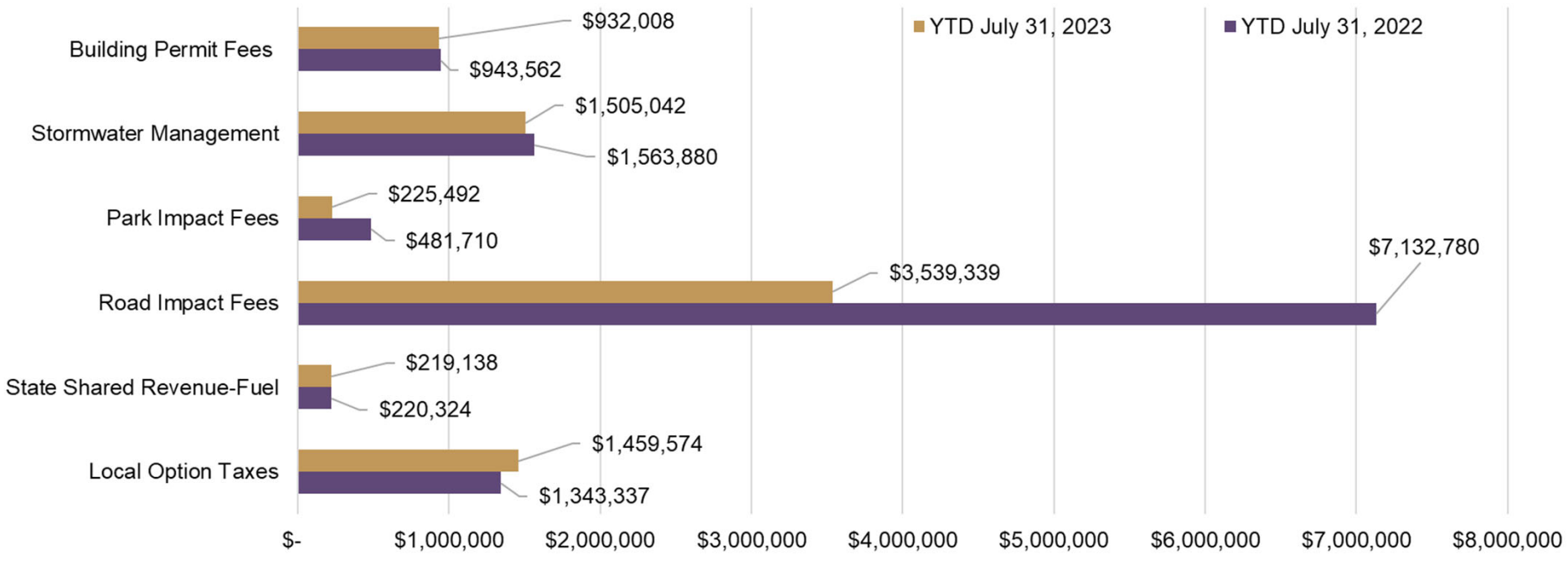
General Fund Revenue



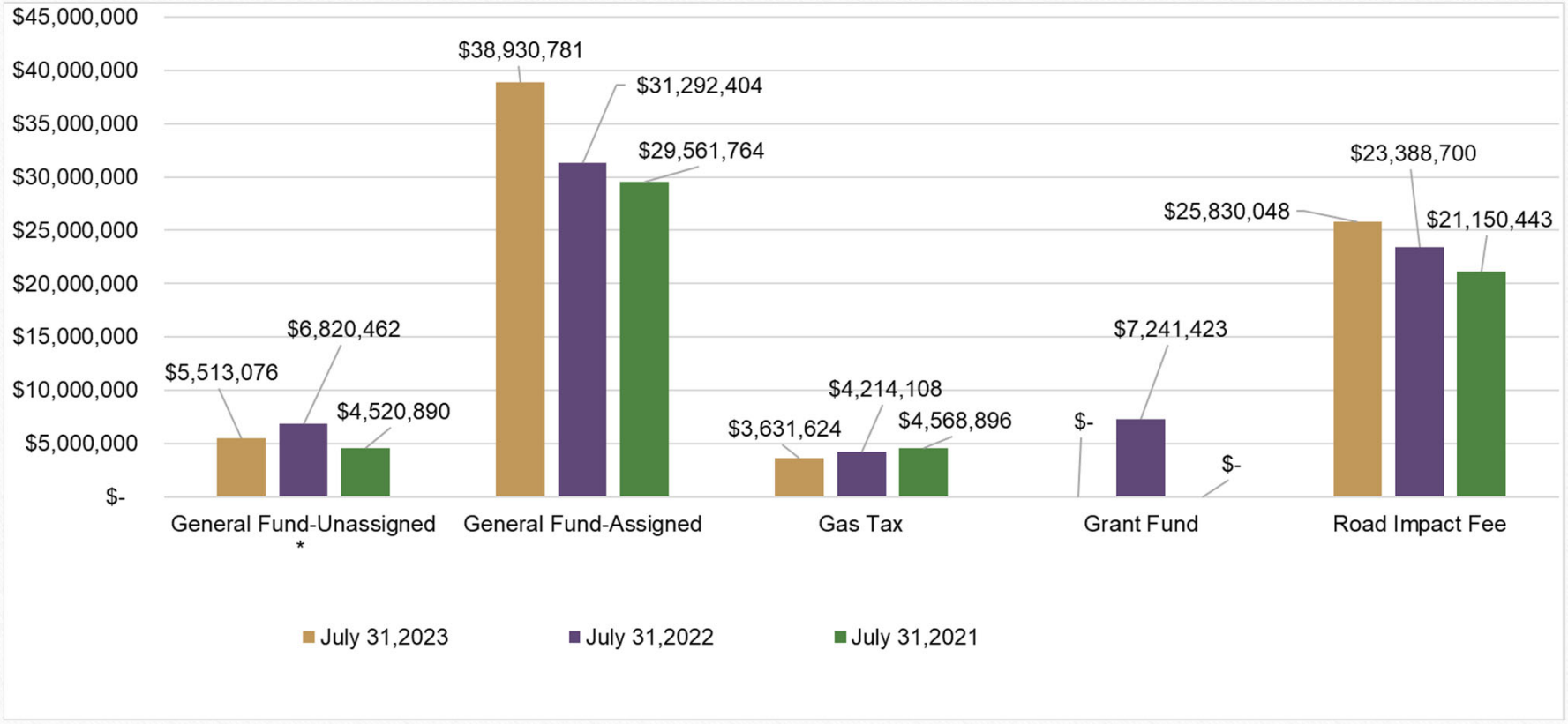
General Fund Expenditures



Restricted Revenue

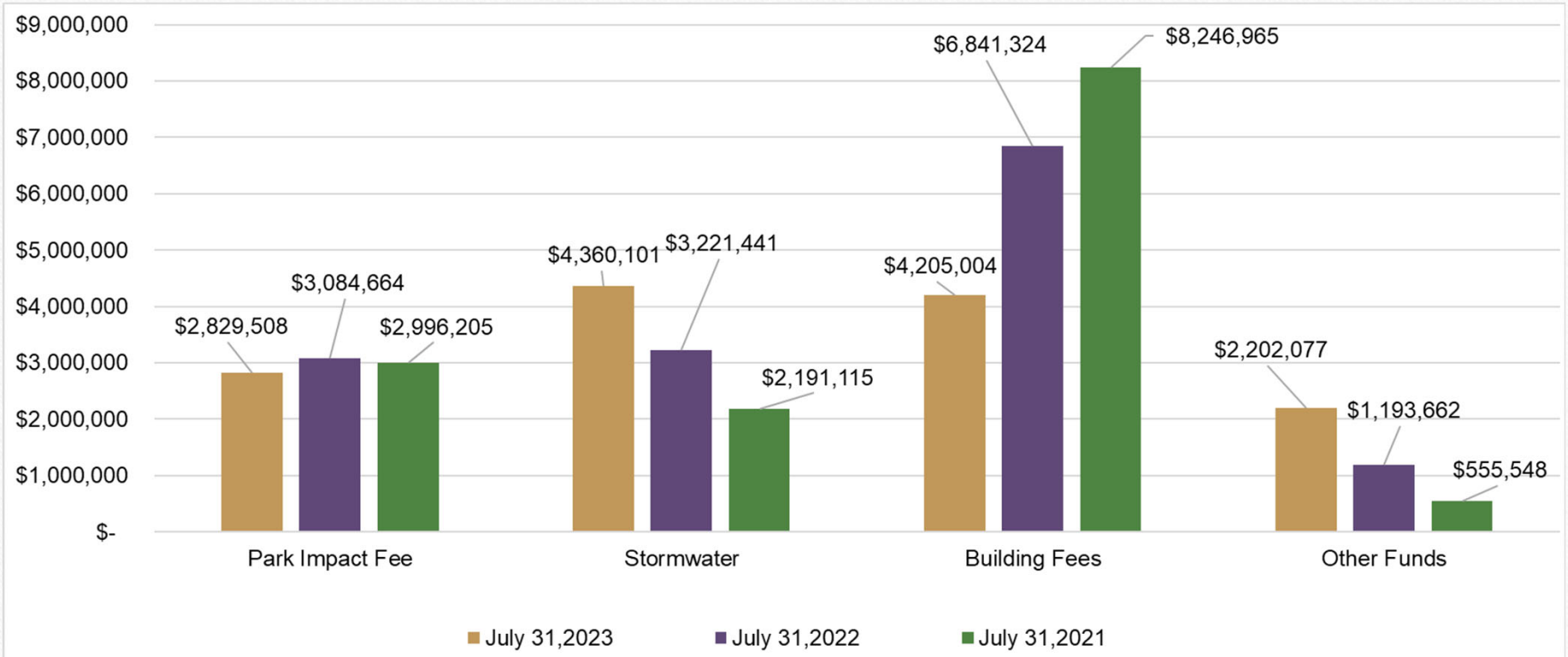


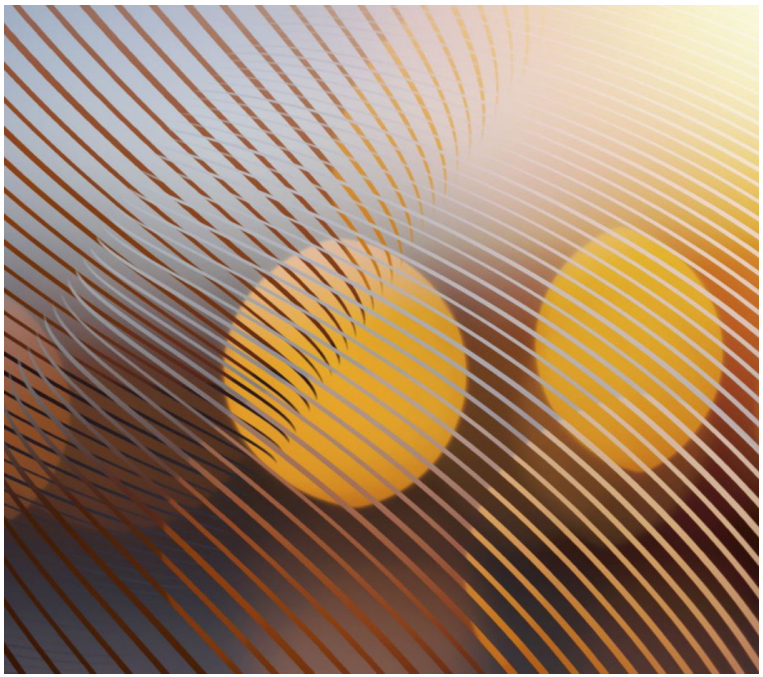
Cash Balances



* General fund unassigned fund balance will be calculated at the end of the fiscal year after all audit adjustments are completed.

Cash Balances





Thank you

City of Bonita Springs, Florida
Balance Sheet

as of July 31, 2023

		Special Revenue Funds									
				Impact Fee Funds							
	General Fund	Gas Tax	Grants	Road	Park	Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	Total Governmental Funds
ASSETS											
Cash and cash equivalents	$ 44,443,857	$ 3,631,624	$ -	$ 25,830,048	$ 2,829,508	$ 4,360,101	$ 4,205,004	$ 2,202,077	$ -		$ 87,502,219
Receivables (net)	401,968	-		-	-	-	-	-	-	-	401,968
Due from other govt			363,414								363,414
Due from other funds	7,953,500	-	-	-	-	-	-	-	-	-	7,953,500
Total assets	$ 52,799,325	$ 3,631,624	$ 363,414	$ 25,830,048	$ 2,829,508	$ 4,360,101	$ 4,205,004	$ 2,202,077	$ -	$ -	$ 96,221,101
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	$ 153,237	$ 23,495	$ -	$ 45,965	$ 21,000	$ -	$ -	$ -	$ -	$ -	$ 243,697
Accrued liabilities	1,207,987	-	-		-	-	-	-	-	-	1,207,987
Due to other funds		-	7,953,500		-	-	-	-	-		7,953,500
Due to other governments	85,674	-		231,233	-	-	-	-	-	-	316,907
Unearned Revenue	766	-		-	-	-	-	-	-	-	766
Total liabilities	1,447,664	23,495	7,953,500	277,198	21,000	-	-	-	-	-	9,722,857
Total fund balances, beginning of the year	38,479,178	4,030,926	-	23,525,092	2,899,905	3,103,061	5,809,725	1,125,886	-	-	78,973,773
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	12,872,483	(422,797)	(7,590,086)	2,027,758	(91,397)	1,257,040	(1,604,721)	1,076,191	-	-	7,524,471
Fund balances	51,351,661	3,608,129	(7,590,086)	25,552,850	2,808,508	4,360,101	4,205,004	2,202,077	-	-	86,498,244
Total liabilities and fund balances	$ 52,799,325	$ 3,631,624	$ 363,414	$ 25,830,048	$ 2,829,508	$ 4,360,101	$ 4,205,004	$ 2,202,077	$ -	$ -	$ 96,221,101

City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2023

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	10,614,900.00	10,614,900.00	49,214.82	10,399,646.07	215,253.93
315 - Communications Services Taxes	1,296,600.00	1,296,600.00	124,996.24	1,040,260.08	256,339.92
316 - Local Business Taxes	30,000.00	30,000.00	240.68	11,391.47	18,608.53
323 - Franchise Fees	3,605,000.00	3,605,000.00	8,191.98	2,654,567.35	950,432.65
329 - Other Permits, Fees & Special Assessment	42,100.00	42,100.00	4,980.00	45,740.00	-3,640.00
335 - State Shared Revenue	6,559,632.00	6,559,632.00	621,339.52	5,896,116.27	663,515.73
341 - General Government	481,700.00	481,700.00	35,428.45	389,349.68	92,350.32
343 - Physical Environment	112,200.00	112,200.00	17,450.00	150,350.00	-38,150.00
347 - Culture/Recreation	76,500.00	76,500.00	7,622.41	84,350.95	-7,850.95
349 - Other Charges for Services	60,000.00	60,000.00	4,479.12	38,853.57	21,146.43
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	2,954.29	17,004.49	5,395.51
354 - Fines Local Ordinance	80,000.00	80,000.00	250.00	138,805.91	-58,805.91
361 - Interest & Other Earnings	60,000.00	60,000.00	157,843.53	1,239,050.13	-1,179,050.13
362 - Rents & Royalties	65,000.00	65,000.00	2,320.00	55,040.57	9,959.43
366 - Contributions	0.00	0.00	857.00	2,962.65	-2,962.65
369 - Other Misc Revenues	12,000.00	12,000.00	1,116.81	5,216.90	6,783.10
381 - Transfers In	0.00	0.00	0.00	7,344,956.00	-7,344,956.00
Revenue Total:	**23,118,032.00**	**23,118,032.00**	**1,039,284.85**	**29,513,662.09**	**-6,395,630.09**
Expense					
51 - General Government	7,181,643.00	7,293,861.00	567,906.37	4,896,787.04	2,397,073.96
52 - Public Safety	3,446,595.00	3,446,595.00	85,374.23	2,525,990.12	920,604.88
53 - Physical Environment	489,199.00	489,199.00	19,291.21	158,878.91	330,320.09
54 - Transportation	3,532,486.00	3,535,065.00	255,160.48	2,117,680.39	1,417,384.61
55 - Economic Environment	27,550.00	27,550.00	0.00	6,000.00	21,550.00
56 - Human Services	161,230.00	161,230.00	4,168.80	11,288.80	149,941.20
57 - Culture & Recreation	3,188,468.00	3,214,143.00	215,267.41	2,108,458.91	1,105,684.09
58 - Other Uses/Transfers Out	13,682,410.00	32,273,731.65	1,451,620.35	4,816,094.75	27,457,636.90
Expense Total:	**31,709,581.00**	**50,441,374.65**	**2,598,788.85**	**16,641,178.92**	**33,800,195.73**
Fund: 00 - General Fund Surplus (Deficit):	**-8,591,549.00**	**-27,323,342.65**	**-1,559,504.00**	**12,872,483.17**	**-40,195,825.82**
Total Surplus (Deficit):	**-8,591,549.00**	**-27,323,342.65**	**-1,559,504.00**	**12,872,483.17**	

General Fund Expenditure by Department

City of Bonita Springs, FL

Group Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	501,350.00	501,350.00	24,799.61	283,537.00	217,813.00
102 - Boards & Committees	81,000.00	81,000.00	6,255.30	6,784.16	74,215.84
201 - City Manager	618,140.00	618,140.00	40,435.56	444,528.72	173,611.28
211 - Planning & Zoning	2,036,855.00	2,036,855.00	147,772.37	1,508,588.68	528,266.32
220 - Law Enforcement/Security	2,359,284.00	2,359,284.00	4,805.00	1,738,151.57	621,132.43
230 - Neighborhood Services	1,056,581.00	1,056,581.00	78,609.65	770,729.73	285,851.27
240 - Information Technologies	327,161.00	327,161.00	52,160.80	220,091.69	107,069.31
250 - Public Works	3,958,285.00	3,960,864.00	274,451.69	2,272,002.70	1,688,861.30
260 - Emergency Preparedness	30,730.00	30,730.00	1,959.58	17,108.82	13,621.18
270 - Non-Departmental Expenditures	782,740.00	782,740.00	25,319.31	169,983.95	612,756.05
301 - City Attorney	807,071.00	807,071.00	99,503.22	580,831.05	226,239.95
401 - Adminstrative Services	531,110.00	531,110.00	43,128.46	381,586.30	149,523.70
402 - City Hall	258,120.00	258,120.00	21,837.02	179,859.07	78,260.93
410 - Human Resources	70,700.00	70,700.00	4,237.62	25,628.28	45,071.72
430 - Communications	968,146.00	968,146.00	66,964.87	713,557.97	254,588.03
501 - Finance	838,101.00	950,319.00	61,652.09	697,314.97	253,004.03
601 - Parks & Recreation Adminstration	762,884.00	762,884.00	56,554.86	576,906.95	185,977.05
602 - Receation Center	484,201.00	484,201.00	30,140.38	327,654.24	156,546.76
603 - Community Park & Ball Fields	186,075.00	199,750.00	16,012.47	118,863.49	80,886.51
604 - Community Pool	585,633.00	592,633.00	36,418.18	345,650.16	246,982.84
605 - Riverside Park	204,286.00	204,286.00	7,071.84	126,450.75	77,835.25
609 - Formerly Community Hall/Sherriff Substation	17,092.00	17,092.00	513.16	8,471.97	8,620.03
610 - Dog Park	69,408.00	69,408.00	7,973.56	43,817.76	25,590.24
611 - Beach Parks	9,740.00	9,740.00	1,961.69	2,223.01	7,516.99
613 - BS Soccer Complex	125,814.00	125,814.00	11,776.04	74,341.22	51,472.78
614 - Kentucky Street Park	3,500.00	3,500.00	0.00	1,500.00	2,000.00
615 - Liles Hotel	84,360.00	89,360.00	3,920.50	48,225.25	41,134.75
617 - Bonita Nature Place	28,542.00	28,542.00	1,120.31	16,463.35	12,078.65
618 - Windsor Road Preserve	7,980.00	7,980.00	26.06	252.76	7,727.24
620 - Marni Fields	101,558.00	101,558.00	12,348.38	85,484.44	16,073.56
621 - BS River Park	28,532.00	28,532.00	575.00	8,114.61	20,417.39
622 - Cullum's Bonita Trail	17,000.00	17,000.00	300.00	2,304.61	14,695.39
623 - Carpenter Lane Canoe & Kayak	1,193.00	1,193.00	0.00	134.01	1,058.99
624 - Leitner Creek Neighborhood Park	30,499.00	30,499.00	0.00	3,569.83	26,929.17
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	1,795.00	4,205.00
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	42,000.00	42,000.00	6,563.92	19,990.75	22,009.25
883 - Veterans	500.00	500.00	0.00	94.50	405.50
885 - Donate a Bench	0.00	0.00	0.00	2,490.85	-2,490.85
Fund: 00 - General Fund Total:	**18,027,171.00**	**18,167,643.00**	**1,147,168.50**	**11,825,084.17**	**6,342,558.83**
Total Surplus (Deficit):	**-18,027,171.00**	**-18,167,643.00**	**-1,147,168.50**	**-11,825,084.17**	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2023

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,808,300.00	1,808,300.00	160,200.63	1,459,573.73	348,726.27
335 - State Shared Revenue	297,100.00	297,100.00	24,956.73	219,138.27	77,961.73
361 - Interest & Other Earnings	7,000.00	7,000.00	14,779.00	122,398.00	-115,398.00
Revenue Total:	**2,112,400.00**	**2,112,400.00**	**199,936.36**	**1,801,110.00**	**311,290.00**
Expense					
54 - Transportation	1,727,702.00	1,727,702.00	244,147.75	1,193,812.70	533,889.30
58 - Other Uses/Transfers Out	1,100,000.00	4,422,811.00	295,428.89	1,030,093.80	3,392,717.20
Expense Total:	**2,827,702.00**	**6,150,513.00**	**539,576.64**	**2,223,906.50**	**3,926,606.50**
Fund: 10 - Gas Tax Fund Surplus (Deficit):	**-715,302.00**	**-4,038,113.00**	**-339,640.28**	**-422,796.50**	**-3,615,316.50**
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	22,133,197.00	37,911,346.00	62,277.03	5,360,736.11	32,550,609.89
332 - Other Financial Assistance-Federal Source	0.00	250,000.00	0.00	7,241,423.00	-6,991,423.00
334 - State Grants	0.00	12,573,322.00	61,085.12	5,619.82	12,567,702.18
337 - Local Gvmt Grants	40,000.00	90,616.00	0.00	8,840.00	81,776.00
361 - Interest & Other Earnings	0.00	0.00	0.00	103,533.00	-103,533.00
369 - Other Misc Revenues	0.00	0.00	0.00	158,794.67	-158,794.67
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	**22,213,197.00**	**50,865,284.00**	**123,362.15**	**12,878,946.60**	**37,986,337.40**
Expense					
52 - Public Safety	80,000.00	80,000.00	144,379.82	8,924,315.12	-8,844,315.12
57 - Culture & Recreation	0.00	496,713.00	19,993.37	312,889.86	183,823.14
58 - Other Uses/Transfers Out	22,133,197.00	50,288,571.00	34,008.85	11,231,827.84	39,056,743.16
Expense Total:	**22,213,197.00**	**50,865,284.00**	**198,382.04**	**20,469,032.82**	**30,396,251.18**
Fund: 13 - Grant Fund Surplus (Deficit):	**0.00**	**0.00**	**-75,019.89**	**-7,590,086.22**	**7,590,086.22**
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	4,236,120.00	4,236,120.00	1,157,442.00	3,539,338.99	696,781.01
361 - Interest & Other Earnings	40,000.00	40,000.00	97,679.00	721,560.00	-681,560.00
Revenue Total:	**4,276,120.00**	**4,276,120.00**	**1,255,121.00**	**4,260,898.99**	**15,221.01**
Expense					
58 - Other Uses/Transfers Out	7,774,523.00	26,061,839.00	31,812.20	2,233,140.96	23,828,698.04
Expense Total:	**7,774,523.00**	**26,061,839.00**	**31,812.20**	**2,233,140.96**	**23,828,698.04**
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	**-3,498,403.00**	**-21,785,719.00**	**1,223,308.80**	**2,027,758.03**	**-23,813,477.03**
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	408,250.00	408,250.00	83,688.00	225,492.00	182,758.00
361 - Interest & Other Earnings	5,000.00	5,000.00	8,966.00	83,017.00	-78,017.00
Revenue Total:	**413,250.00**	**413,250.00**	**92,654.00**	**308,509.00**	**104,741.00**
Expense					
58 - Other Uses/Transfers Out	1,100,000.00	3,544,451.00	-50,978.74	399,905.58	3,144,545.42
Expense Total:	**1,100,000.00**	**3,544,451.00**	**-50,978.74**	**399,905.58**	**3,144,545.42**
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	**-686,750.00**	**-3,131,201.00**	**143,632.74**	**-91,396.58**	**-3,039,804.42**
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,008,100.00	1,008,100.00	23,285.93	1,505,041.76	-496,941.76

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
361 - Interest & Other Earnings	2,000.00	2,000.00	13,838.00	59,965.00	-57,965.00
Revenue Total:	**1,010,100.00**	**1,010,100.00**	**37,123.93**	**1,565,006.76**	**-554,906.76**
Expense					
53 - Physical Environment	657,111.00	657,111.00	0.00	307,967.11	349,143.89
58 - Other Uses/Transfers Out	2,800,000.00	2,800,000.00	0.00	0.00	2,800,000.00
Expense Total:	**3,457,111.00**	**3,457,111.00**	**0.00**	**307,967.11**	**3,149,143.89**
Fund: 18 - Stormwater Management Surplus (Deficit):	**-2,447,011.00**	**-2,447,011.00**	**37,123.93**	**1,257,039.65**	**-3,704,050.65**
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,390,000.00	1,390,000.00	197,693.10	932,007.77	457,992.23
361 - Interest & Other Earnings	15,000.00	15,000.00	12,871.00	106,595.00	-91,595.00
Revenue Total:	**1,405,000.00**	**1,405,000.00**	**210,564.10**	**1,038,602.77**	**366,397.23**
Expense					
52 - Public Safety	3,026,800.00	3,026,800.00	254,912.90	2,574,424.24	452,375.76
58 - Other Uses/Transfers Out	0.00	821,099.00	0.00	68,900.00	752,199.00
Expense Total:	**3,026,800.00**	**3,847,899.00**	**254,912.90**	**2,643,324.24**	**1,204,574.76**
Fund: 19 - Building Fees Fund Surplus (Deficit):	**-1,621,800.00**	**-2,442,899.00**	**-44,348.80**	**-1,604,721.47**	**-838,177.53**
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	427,100.00	427,100.00	0.00	427,100.00	0.00
337 - Local Gvmt Grants	1,707,110.00	1,707,110.00	0.00	1,721,829.00	-14,719.00
Revenue Total:	**2,134,210.00**	**2,134,210.00**	**0.00**	**2,148,929.00**	**-14,719.00**
Expense					
58 - Other Uses/Transfers Out	1,072,740.00	1,072,740.00	87,320.00	1,072,738.00	2.00
Expense Total:	**1,072,740.00**	**1,072,740.00**	**87,320.00**	**1,072,738.00**	**2.00**
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	**1,061,470.00**	**1,061,470.00**	**-87,320.00**	**1,076,191.00**	**-14,721.00**
Total Surplus (Deficit):	**-7,907,796.00**	**-32,783,473.00**	**857,736.50**	**-5,348,012.09**	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2023

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,072,740.00	1,072,740.00	87,320.00	1,072,738.00	2.00
Revenue Total:	**1,072,740.00**	**1,072,740.00**	**87,320.00**	**1,072,738.00**	**2.00**
Expense					
51 - General Government	1,072,740.00	1,072,740.00	87,320.00	1,072,738.00	2.00
Expense Total:	**1,072,740.00**	**1,072,740.00**	**87,320.00**	**1,072,738.00**	**2.00**
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	461,000.00	461,000.00	397,996.99	460,993.98	6.02
Revenue Total:	**461,000.00**	**461,000.00**	**397,996.99**	**460,993.98**	**6.02**
Expense					
51 - General Government	461,000.00	461,000.00	397,996.99	460,993.98	6.02
Expense Total:	**461,000.00**	**461,000.00**	**397,996.99**	**460,993.98**	**6.02**
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	



City of Bonita Springs, FL

Capital Projects Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2023

ExpFunction;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	334,502.00	0.00	117,587.64	216,914.36
381 - Transfers In	46,694,130.00	115,821,807.65	1,363,894.56	10,981,219.53	104,840,588.12
Revenue Total:	**46,694,130.00**	**116,156,309.65**	**1,363,894.56**	**11,098,807.17**	**105,057,502.48**
Expense					
513 - Finance & Adminstration	140,000.00	1,021,837.00	1,611.02	73,410.59	948,426.41
519 - Other Gen Gvmt	2,645,000.00	4,909,816.00	39,518.39	501,491.16	4,408,324.84
535 - Sewer/Wastewater Services	0.00	0.00	0.00	0.00	0.00
537 - Conservation/Resource Mgmt	210,000.00	1,358,588.00	2,855.00	71,178.84	1,287,409.16
538 - Flood/Storm Water Mgmt	9,430,910.00	43,309,187.00	54,135.82	4,705,981.21	38,603,205.79
539 - Other Physical Environment	0.00	250,000.00	0.00	0.00	250,000.00
541 - Road & Street Facilities	26,457,720.00	54,498,672.61	343,818.37	3,559,835.71	50,938,836.90
545 - Parking Facilities	0.00	50,000.00	0.00	0.00	50,000.00
572 - Parks & Recreation	7,760,500.00	10,520,525.04	921,955.96	2,186,909.66	8,333,615.38
573 - Cultural Services	50,000.00	138,000.00	0.00	0.00	138,000.00
575 - Special Recreation Facilities	0.00	99,684.00	0.00	0.00	99,684.00
Expense Total:	**46,694,130.00**	**116,156,309.65**	**1,363,894.56**	**11,098,807.17**	**105,057,502.48**
Fund: 30 - Cap Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	1,395,000.00	3,889,695.00	0.00	992,793.42	2,896,901.58
Revenue Total:	**1,395,000.00**	**3,889,695.00**	**0.00**	**992,793.42**	**2,896,901.58**
Expense					
552 - Economic Development	0.00	78,381.00	0.00	0.00	78,381.00
572 - Parks & Recreation	1,395,000.00	3,811,314.00	0.00	992,793.42	2,818,520.58
Expense Total:	**1,395,000.00**	**3,889,695.00**	**0.00**	**992,793.42**	**2,896,901.58**
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	