



Bonita Springs Fire Control & Rescue District
Station Four Administrative Building
27701 Bonita Grande Drive
Bonita Springs, Florida 34135

City of Bonita Springs City Council Meeting Agenda

February 7, 2024
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 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 February 7, 2024.**

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.

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. Presentations:

- A. Presentation of the Resilient Lee Recovery & Resilience Plan – Hurricane Ian Recovery Strategy. (Green Sheet 24-02-025)
- B. Presentation by the Lee County Office of Strategic Resources and Government Affairs regarding the Lee Cares Hurricane Ian Housing Recovery Program. (Green Sheet 24-02-024)

9. Consent Agenda:

- A. Approval of minutes from the City Council meeting held on January 17, 2024.
 - B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-02-010)
 - C. Approval of a Resolution awarding the Road and Bridge Sweeping Project RFB 23-26 to the lowest responsive, responsible bidder, USA Services of Florida, LLC, in the annual bid amount of \$35,957.20, upon approval of all documentation. (Green Sheet 24-02-011)
 - D. Approval of a Resolution authorizing the submittal of the West Coast Inland Navigation District (WCIND) grant application for funds to promote safe navigation and water-based activities. (Green Sheet 24-02-012)
 - E. Approval of a Resolution awarding Ditch Maintenance Project RFB 23-27 to the lowest responsive, responsible bidder, EarthBalance Corporation, in the annual bid amount of \$146,510.16 (plus Option 1 – Pinecrest Lane Ditch - \$498.33/each on an as needed basis), upon approval of all documentation. (Green Sheet 24-02-013)
 - F. Approval of a Resolution accepting the proposal submitted by Wright Construction for the Former Community Hall & Banyan Tree park and approval of a budget transfer in the amount of \$175,000. (Green Sheet 24-02-014)
 - G. Approval of the proposal submitted by Adeas-Q for the Pelican Landing Parkway/Old 41/US 41 intersection improvements in the amount of \$124,200. (Green Sheet 24-02-015)
 - H. Approval of two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program. (Green Sheet 24-02-016)
 - I. Approval of a Resolution accepting the resignation of a member of the Local Planning Agency. (Green Sheet 24-02-017)
- Opportunity for City Council Comments on Consent Agenda

10. Public Hearings:

- A. First Reading and Public Hearing of an Ordinance of the City of Bonita Springs Florida, amending the Bonita Springs Land Development Code Chapter 4 – Zoning, to amend Chapter 4, Article V, Division 11, Subdivision II, Downtown Form - Based Code (Section 4-866) creating an administrative variance process; to amend Chapter 4, Article VI, Division 17 - Construction of Fences; to Adopt Chapter 4, Article VI, Division 44 - Employee Living Facilities creating property development regulations for employee living facilities. (Green Sheet 24-02-018)
- B. Public Hearing to allow citizen participation, collect public comment, and receive community input regarding the Hurricane Ian Community Development Block Grant- Disaster Recovery (CDBG-DR) Recovery and Resiliency Planning Program grant applications. (Green Sheet 24-02-020)

11. City Attorney's Items:

- A. Accept deeds from BG Mine, LLC and Bonita Grande 80, LLC and authorize the Mayor to execute documents in furtherance of acceptance. (Green Sheet 24-02-021)
- B. Approve land dedication agreement and accept deed from the Lee County School Board and authorize the Mayor to execute documents in furtherance of acceptance. (Green Sheet 24-02-022)

12. City Manager's Items:

- A. Presentation and review of the December Financial Report. (Green Sheet 24-02-019)
- B. Consideration of a request from the School District of Lee County to utilize the parcel at 27733 Horne Avenue for staging and operational purposes during the construction period of the Bonita Springs Elementary School renovation project. (Green Sheet 24-02-023)
- C. Update on Hurricane Ian recovery

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment

REQUESTED MOTION: Presentation of the Resilient Lee Recovery & Resilience Plan – Hurricane Ian Recovery Strategy.

REQUESTOR: Arleen Hunter, City Manager

AGENDA: Public Presentations

STRATEGIC PRIORITY: N/A

BACKGROUND: The Resilient Lee Recovery Task Force was established by the Lee County Board of County Commissioners following Hurricane Ian in September 2022. The task force is based on the FEMA National Disaster Recovery Framework. The committee is comprised of representatives of each local jurisdiction, Lee County, Sheriff's Office, Fire Chiefs, School Board, Lee Health and legislative delegation.

Branches (or subcommittees) of the task force make up the working groups of the committee that focused on identified public needs:

Planning and Capacity	Economic Recovery	Education and Workforce
Health and Social Services	Infrastructure	Housing
Natural Resources	Cultural Resources	

A draft final report was presented to the Resilient Lee Task Force on January 25, 2024. During the meeting task force members requested an additional 30 days to provide final comments to the report. An additional task force meeting is planned for Friday, February 23, 2024, to collect final comments/changes/suggestions. The Board of County Commissioners will review and approve the final report in early or mid-March at their regular commission meeting.

Lee County staff and Hagerty Consulting Group will attend the Council meeting to provide an overview of the draft final report. A copy of the draft report is on file in the City Clerk's office.

STAFF RECOMMENDATION: Accept presentation by Lee County.

REVIEWERS:

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

REQUESTED MOTION: Presentation by the Lee County Office of Strategic Resources and Government Affairs regarding the Lee Cares Hurricane Ian Housing Recovery Program.

REQUESTOR: Arleen Hunter, City Manager; Elly Soto McKuen, Senior Project Manager

AGENDA: Public Presentation

STRATEGIC PRIORITY: N/A

BACKGROUND: Lee County received \$1.1 billion from U.S. Housing and Urban Development (HUD) as a result of the devastation caused by Hurricane Ian in 2022. Through the County's HUD Action Plan \$241.5 million is allocated for individual housing programs. The residential programs are:

- Housing rehabilitation, reconstruction and elevation (\$175 million)
- Home purchase assistance (\$10 million)
- Voluntary residential acquisition (\$56.5 million)

Lee County representatives from the Strategic Resources and Government Affairs office will provide more detailed information on the program specifics. Lee County will oversee the program implementation for all the incorporated cities in the County. Additionally, on Thursday, February 8, 2024 and every Thursday in February, a Lee County representative will be in City Hall to assist Bonita Springs residents in the program.

STAFF RECOMMENDATION: Accept presentation from Lee County Staff.

REVIEWERS:

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



Bonita Springs Fire Control & Rescue District
Station Four Administrative Building
27701 Bonita Grande Drive
Bonita Springs, Florida 34135

City of Bonita Springs City Council Meeting Minutes

January 17, 2024
9:00 a.m.

1. Call to Order

Mayor Steinmeyer called the meeting to order.

2. Invocation

The invocation was provided by Rev. Mike Cosner of Oak River Church.

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance.

4. Roll Call

The City Clerk called the roll:

Present: Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon, Council Member Carr, Deputy Mayor Forbes, Council Member Corrie, Council Member Fullick (arrived at 9:07 am)

5. Approval of Agenda

No changes.

6. Mayor's Welcome

Mayor Steinmeyer welcomed attendees and thanked the Bonita Springs Fire Control & Rescue District for the use of the facility.

7. Public Comment on Agenda Items

Mark Higginson - Commented on a courtesy notice that he received from the Neighborhood Services Department advising him to relocate the boats/trailers that he has stored on a vacant lot that he owns. He asked that the code that prohibits such activity be amended or eliminated. Mayor Steinmeyer asked the city attorney about options for amending the code for Council to consider in the future. Council Member Purdon asked whether staff could meet with Mr. Higginson to discuss options for compliance. City Manager Hunter and City Attorney Rooney stated that Mr. Higginson received a courtesy notice, and the matter will be held in abatement while staff reviews options specific to Mr. Higginson's situation and/or brings back recommendations for Council consideration.

8. Consent Agenda:

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

- A. Approval of minutes from the City Council meeting held December 20, 2023.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet No. 24-01-001)
- C. Confirm and ratify final Resolutions extending the local State of Emergency due to Hurricane Idalia. (Green Sheet No 24-01-002)
- D. Approve a Contract Agreement with Florida Department of Environmental Protection for the Pine Avenue Multi-Use Pathway. (Green Sheet No 24-01-003)
- E. Approve a Resolution appointing a chairperson of each of the City's advisory boards and committees. (Green Sheet No 24-01-004)
- F. Approve a Resolution establishing composition and membership requirements for the Art in Public Places Board. (Green Sheet No 24-01-008)
- G. Approve a special event application from Fair Productions LLC for a Family Fair at the Bonita Springs Poker Room from February 9 through February 18, 2024. (Green Sheet No 24-01-009)
 - Opportunity for City Council Comments on Consent Agenda

Council Member Carr commented on Item 8F, relating to the quorum of the Art in Public Places Board.

9. Public Hearing:

- A. (Second Reading) An Ordinance amending Sec. 34-94 of the City's Code of Ordinances relating to establishing composition and qualification requirements for appointment to the Art in Public Places Advisory Board. (Green Sheet No. 24-01-005)

The Clerk read the title block into the record. Mayor Steinmeyer motioned to approve; Council Member Corrie seconded the motion. Mayor Steinmeyer called for public comment; seeing none, he asked the Clerk for a roll call vote. The motion carried unanimously.

Ordinance 24-01 Adopted

10. City Attorney's Items:

City Attorney Rooney addressed a letter that he received from the Pavese Law Firm requesting a six-month extension of the Bonus Density agreement between Madison Bonita Springs and the City (copy of the letter distributed to Council Members and is on file in the City Clerk's office). City Attorney Rooney recommended approval of an extension of no more than 90 days. Council Member Carr motioned to grant an extension of ninety (90) days; Deputy Mayor Forbes seconded the motion. The motion carried unanimously.

11. City Manager's Items:

- A. Discussion regarding potential planning studies for the CDBG-DR Hurricane Ian Recovery and Resiliency Planning Program grant opportunities. (Green Sheet 24-01-006)

Elly McKuen, Senior Project Manager, presented two staff proposed planning studies, those being an update to the Parks Master Plan and a Mobility Study. Both proposed planning studies meet grant funding criteria in that they are beneficial city-wide and place an emphasis on low to moderate-income areas. Council Member Corrie motioned to approve the submittal of both staff proposed planning studies; Council Member Bogacz seconded the motion. The motion carried unanimously.

- B. Discussion regarding potential projects for FY 2025 U.S. Congressional appropriation funding requests. (Green Sheet No. 24-01-007)

City Manager Hunter informed Council that the City was notified by Congressman Bryon Donalds' Office of the opportunity to request congressional appropriation funding for local projects. Elly McKuen, Senior Project Manager, presented three staff proposed projects to submit for consideration, as follows: Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvement Project; Goodwin Street Stormwater Drainage and Pedestrian Safety Improvement Project; and Leitner Creek Neighborhood Soccer Complex Construction Project. Council Member Carr motioned to approve the submittal of the projects recommended by staff; Council Member Corrie seconded the motion. The motion carried unanimously. Council Members were unanimous in their agreement that staff should represent the City and present the funding requests to the congressional committee.

- C. Update on Hurricane Ian recovery

City Manager Hunter addressed the State legislative funding opportunity application Attestation Form, which had to be signed by the Mayor on January 16, in order to meet the application deadline. She requested a confirmation vote from the Council. Council Member Corrie motioned to confirm the Mayor's signature on the Attestation Form; Council Member Fullick seconded the motion. The motion carried unanimously.

12. Mayor and Council Member Reports

Council Member Fullick - Provided an update on the TDC meeting that he attended the prior week. He stated that VCB Executive Director Tamara Pigott publicly acknowledged the City of Bonita Springs' superb holiday display.

Council Member Carr - Informed Council that she attended the grand opening of the London Bay Saltleaf Golf Preserve. In addition, she announced that Gulf Coast Magazine recently published a well-written feature article on businesses in downtown Bonita Springs.

Council Member Purdon - Congratulated London Bay on the Saltleaf Golf Preserve opening, and further congratulated the Magnus family on the opening of Roof Top at Riverside. In addition, he reported on the Outreach Committee meeting held the day prior, stating that committee members are excited about their latest initiative – Little Miss Bonita.

Council Member Bogacz - Congratulated London Bay on the Saltleaf Golf Preserve opening, and congratulated Roof Top at Riverside on their opening.

Council Member Forbes - Stated the new year started off on a good note with the City's opportunity to obtain funding from FDOT to help fix the problems at the intersection of US 41/Bonita Beach Rd.

Council Member Corrie - Gave a shout-out to the Bonita Springs Senior Center, for enhancing services provided to seniors and increasing their hours of operation. He also gave a shout-out to Lee Health for their continued expansion of their Cancer Center in Bonita Springs.

Mayor Steinmeyer - Announced that hometown boy Peter Simmons III, son of former Mayor Simmons, was featured recently in the News Press for being an outstanding offensive lineman on the University of Michigan's championship football team.

13. Public Comment

Alexander Grantt – Commented on the potential for future fire district consolidations in Lee County, further stating that local fire control and rescue could come under city government if the Bonita Fire District Board and City Council ever felt that it made sense to pursue such a course of action.

Ben Hershenson – Commented on lawn watering restrictions recently put into place in unincorporated portions of Lee County.

14. Adjournment

City Manager Hunter reminded Council that the next City Council meeting will again be held at the Fire Control & Rescue District Station Four Administrative Building, 27701 Bonita Grande Drive.

There being no further business, the meeting adjourned at 9:55 a.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

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. 24-003 issued on January 15, 2024
2. Resolution No. 24-006 issued on January 22, 2024
3. Resolution No. 24-007 issued on January 29, 2024

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-003

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 15th day of January, 2024.

AUTHENTICATION:

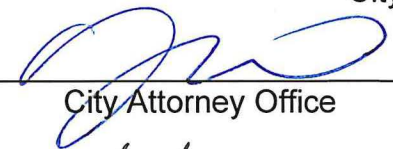


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk: 1/17/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-006

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;

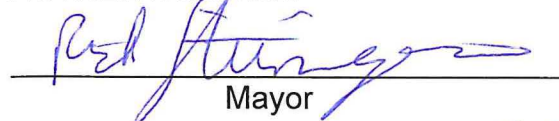
Section 1. The recitals above are hereby incorporated herein.

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 22nd day of January, 2024.

AUTHENTICATION:

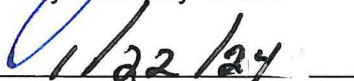

Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney Office

Date filed with City Clerk:


1/22/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-007

**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 29th day of January, 2024.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM: 
City Attorney Office

Date filed with City Clerk: 1/30/24

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 24-02-011
February 7, 2024

REQUESTED MOTION: Adopt Resolution awarding the Road and Bridge Sweeping Project RFB 23-26 to the lowest responsive, responsible bidder, USA Services of Florida, LLC, in the annual bid amount of \$35,957.20, upon approval of all documentation.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

December 10, 2023 – City staff advertised for sealed bids for the Road and Bridge Sweeping Project RFB 23-26.

January 11, 2024 – City received two (2) sealed bids as follows:

- | | |
|---------------------------------|--------------|
| • USA Services of Florida, Inc. | \$35,957.20 |
| • Kaylex Sweeping, Inc. | \$501,960.24 |

STAFF RECOMMENDATION: Accept lowest responsive, responsible bid from USA Services of Florida, LLC in the amount of \$35,957.20 for the Road and Bridge Sweeping Project.

ATTACHMENTS:

1. Resolution
2. Bid Comparison

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred __ Other_____

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 24 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO USA SERVICES OF FLORIDA, LLC FOR THE ROAD AND BRIDGE SWEEPING PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, on January 11, 2024, the City received two (2) submittals in response to the City's Request for Bids for the Road and Bridge Sweeping Project (RFB 23-26); and

WHEREAS, on January 16, 2024, Public Works reviewed the bids submitted and recommended award to the lowest responsive, responsible bidder, USA Services of Florida, LLC.

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. Staff is hereby authorized to enter into an agreement with USA Services of Florida, LLC for the Road and Bridge Sweeping Project as the lowest responsive, responsible bidder. A summary of the responding firms, in no particular order, is attached hereto as Exhibit "A."

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 7th day of February, 2024.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

Date filed: _____

EXHIBIT A

<u>Bidder</u>	<u>Total Bid Amount</u>
<u>USA Services of Florida, LLC</u>	<u>\$35,957.20</u>
<u>Kaylex Sweeping, Inc.</u>	<u>\$501,960.24</u>

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

BID OPENING – TABULATION SHEET

BID NO.: RFB 23-26

BID TITLE: Road & Bridge Sweeping Project

OPENING DATE: January 11, 2024

TIME: 2:30 P.M.

OPENED BY: Mike Sheffield

<u>Bidder</u>	<u>Total Bid Amount</u>
<u>USA Services of Florida, LLC</u>	<u>\$35,957.20</u>
<u>Kaylex Sweeping, Inc.</u>	<u>\$501,960.24</u>

REQUESTED MOTION: Adopt a resolution authorizing the submittal of the West Coast Inland Navigation District (WCIND) grant application for funds to promote safe navigation and water-based activities.

REQUESTOR: Carly Sanseverino, Staff Attorney

AGENDA: Consent

STRATEGIC PRIORITY: #5 Stengthen City Finances

BACKGROUND:

The West Coast Inland Navigation District (WCIND) is a multi-county special taxing district pursuant to Rule 66A-2.007, F.A.C., Funding Conditions. Lee County Natural Resources Division administers the WCIND grant fund for waterway projects that promote safe navigation and water-based activities. The WCIND (West Coast Inland Navigation District) Waterway Development Program Proposal Form for Sub-grantees is a Lee County waterway grant program provided through the Lee County Natural Resources Division, with applications solicited almost one year in advance of funding.

Eligible projects must relate directly to navigation in Lee County and must address one of the following categories: Navigation Improvements, Boating Safety, Environmental Education, Nautical Recreation, or Law Enforcement. The WCIND grant program has encouraged that the City provide a match amount equal to the amount requested. The City was awarded and is currently administrating a grant of \$40,000.00 in Fiscal Year 2023-2024 from WCIND, with the City's budgeted match in the amount of \$40,000.00.

Staff requests approval of the application to WCIND with a total project cost of approximately \$80,000.00 for continued Marine Law Enforcement on Lee County waterways of the Imperial River and beach areas. The City will provide a match amount of \$40,000 with the caveat that the match funds will be available in the Fiscal Year 2024-2025 budget; if not included in the budget, the WCIND application will be withdrawn.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution
2. WCIND Grant Application

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; SUPPORTING THE SUBMITTAL OF A LEE COUNTY NATURAL RESOURCES DIVISION/WCIND (WEST COAST INLAND NAVIGATION DISTRICT) WATERWAY DEVELOPMENT PROGRAM PROPOSAL FORM FOR SUB-GRANTEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the West Coast Inland Navigation District (WCIND) is a multi-county special taxing district. Lee County Natural Resources Division administers the WCIND grant fund for waterway projects that promote safe navigation and water-based activities; and

WHEREAS, the WCIND (West Coast Inland Navigation District) Waterway Development Program Proposal Form for Sub-grantees is a Lee County waterway grant program provided through the Lee County Natural Resources Division, with applications solicited almost one year in advance of funding; and

WHEREAS, the deadline for submission of grant applications is March 15, 2024; and

WHEREAS, eligible projects must relate directly to navigation in Lee County and must address one of the following categories: Navigation Improvements, Boating Safety, Environmental Education, Nautical Recreation, or Law Enforcement; and

WHEREAS, the WCIND grant program encouraged that the City provide a match amount equal to the amount requested; and

WHEREAS, staff requests approval of the application to WCIND with a total project cost of approximately \$80,000.00 for continued Marine Law Enforcement on Lee County waterways of the Imperial River and beach areas; and

WHEREAS, the City will provide a match amount of \$40,000.00 with the caveat that the match funds will be available in the FY 2024-2025 budget; if not included in the budget, the WCIND application will be withdrawn;

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

Section 1. The City Manager is hereby authorized to submit a grant application to the Lee County Natural Resources Division/WCIND (West Coast Inland Navigation District) Waterway Development Program for Sub-grantees in the amount of \$40,000.00 for continued Marine Law Enforcement on Lee County waterways, with a City match of \$40,000, for a total project cost of \$80,000.

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 7th day of February, 2024.

AUTHENTICATION:

Mayor

City Clerk's Office

APPROVED AS TO FORM:

City Attorney's Office

Vote:

Steinmeyer
Bogacz
Purdon
Carr

Corrie
Fullick
Forbes

Date filed with City Clerk: _____

**LEE COUNTY / WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

APPLICATION DATE: March 1, 2024

1. APPLICANT: City of Bonita Springs

2. PROJECT CATEGORY:

☐ Public Navigation ☒ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education

3. PROJECT TITLE: Lee County Marine Law Enforcement

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT (attach sheets if necessary): The City's goal is to continue effective coordination with the Lee County Sheriff's Marine Unit. The deputies patrol and protect the people and environment on a 40 hour/week basis and also provide a boat operator for service calls outside the regular hours of detail. Other services include special support for marine-related events such as searches, public information, support for dive team and special operations units, and assistance to other agencies such as the U.S. Coast Guard, Florida Marine Patrol, and other community agencies.

Funds provide necessary financial resources to the Lee County Sheriff's Marine Unit to continue their professional and effective efforts of local and state law enforcement. The outcomes are safer boat operation, greater resource protection, and the improved quality of boating environment in the water of Bonita Springs and Lee County.

A. PROJECT RANK IF MORE THAN ONE APPLICATION IS SUBMITTED N/A

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? **YES ☒** NO ☐
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Lee County Sheriff's Office	TPO MANAGER:	Lt. Christopher Nyce
FEID:		PHONE:	(23) 540-5445
ADDRESS:	1470 Six Mile Cypress Pkwy	CITY:	Fort Myers
STATE:	Florida	ZIP:	33912



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE: n/a	STATUS:

7. ESTIMATED PROJECT START DATE: 10/1/2024 COMPLETION DATE: 9/30/2025

8. REQUIRED ATTACHMENTS:

- B. VICINITY MAP IF APPLICABLE
- C. SITE DEVELOPMENT PLAN IF APPLICABLE
- D. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: FORTY THOUSAND DOLLARS (\$40,000)

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: EIGHTY THOUSAND DOLLARS (\$40,000)

12. APPLICANT IDENTIFICATION:

PROJECT MANAGER: Carly Sanseverino, Staff Attorney

ADDRESS: 9101 Bonita Beach Road, Bonita Springs, Florida 34135

TELEPHONE NO.: (239) 949-6262

EMAIL.: carly.sanseverino@cityofbonitasprings.org

FEID#: _____

13. SIGNATURE: _____

14. DATE: _____



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services	\$30,125	\$30,125	\$60,250
(specify)			
Materials	\$9,875	\$9,875	\$19,750
(specify)			
Equipment			
(specify)			
Salaries ²			
Other			
(specify)			
GRAND TOTAL	\$40,000	\$40,000	\$80,000

SOURCE(S) OF MATCHING FUNDS: FY24-25 City Budget

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



REQUESTED MOTION: Adopt Resolution awarding the Ditch Maintenance Project RFB 23-27 to the lowest responsive, responsible bidder, EarthBalance Corporation, in the annual bid amount of \$146,510.16 (plus Option 1 – Pinecrest Lane Ditch - \$498.33/each on an as needed basis), upon approval of all documentation.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1. Improve Stormwater Management

BACKGROUND:

December 18, 2023 – City staff advertised for sealed bids for the Ditch Maintenance Project RFB 23-27.

January 19, 2024 – City received three (3) sealed bids as follows:

- | | |
|------------------------------|--------------|
| • EarthBalance Corporation | \$146,510.16 |
| • Florida Marine Contracting | \$149,300.00 |
| • Mettauer Environmental | \$172,440.00 |

STAFF RECOMMENDATION: Accept lowest responsive, responsible bid from EarthBalance Corporation in the amount of \$146,510.16 (plus Option 1 – Pinecrest Lane Ditch - \$498.33/each on an as needed basis) for the Ditch Maintenance Project.

ATTACHMENTS:

1. Resolution
2. Bid Comparison

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 24 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO EARTHBALANCE CORPORATION FOR THE DITCH MAINTENANCE PROJECT AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, on January 19, 2024, the City received three (3) submittals in response to the City's Request for Bids for the Ditch Maintenance Project (RFB 23-27); and

WHEREAS, on January 22, 2024, Public Works reviewed the bids submitted and recommended award to the lowest responsive, responsible bidder, EarthBalance Corporation.

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. Staff is hereby authorized to enter into an agreement with EarthBalance Corporation for the Ditch Maintenance Project as the lowest responsive, responsible bidder. A summary of the responding firms, in no particular order, is attached hereto as Exhibit "A."

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 7 day of February, 2024.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

Date filed: _____

EXHIBIT A

<u>Bidder</u>	<u>Total Bid Amount</u>
<u>EarthBalance Corporation</u>	<u>\$146,510.16*</u>
<u>Florida Marine Contracting</u>	<u>\$149,300.00**</u>
<u>Mettauer Environmental, Inc.</u>	<u>\$172,440.00***</u>

*Option 1 – Pinecrest Lane Ditch - \$498.33/Each – As Needed Basis

**Option 1 - Pinecrest Lane Ditch - \$3,800.00/Each – As Needed Basis

***Option 1 - Pinecrest Lane Ditch - \$2,395.00/Each – As Needed Basis

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

BID OPENING – TABULATION SHEET

BID NO.: RFB 23-27

BID TITLE: Ditch Maintenance Project

OPENING DATE: January 19, 2024

TIME: 2:30 P.M.

OPENED BY: Mike Sheffield

<u>Bidder</u>	<u>Annual Maintenance Total</u>
<u>EarthBalance Corporation</u>	<u>\$146,510.16*</u>
<u>Florida Marine Contracting</u>	<u>\$149,300.00**</u>
<u>Mettauer Environmental, Inc.</u>	<u>\$172,440.00***</u>

*Option 1 – Pinecrest Lane Ditch - \$498.33/Each – As Needed Basis

**Option 1 - Pinecrest Lane Ditch - \$3,800.00/Each – As Needed Basis

***Option 1 - Pinecrest Lane Ditch - \$2,395.00/Each – As Needed Basis

REQUESTED MOTION: Approve Resolution accepting the proposal submitted by Wright Construction for the Former Community Hall & Banyan Tree Park and approving a budget transfer in the amount of \$175,000.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

October 18, 2023, City Council directed staff to commence a design build agreement to construct a splash pad and site improvements to the Banyan Tree parcel based on DPZ's conceptual plan #1.

Staff has developed a scope to include splash pad, landscaping, lighting, and hard scape improvements in the amount of \$175,000.

Section 46 (d) of the City Charter allows the transfer for all or part of any unrestricted appropriations from one department to another by resolution.

A transfer from Unassigned Fund Balance into Former Community Hall & Banyan Tree Park 30.609.572.6025 of \$175,000 to fund this project is required.

STAFF RECOMMENDATION: Approve Resolution for budget transfer.

ATTACHMENTS:

1. Resolution
2. Wright Construction Preconstruction Proposal

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE BUDGET AMENDMENT FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 20, 2023, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2024, Fiscal Year 2023-2024; and

WHEREAS Section 46 (d) of the City Charter allows the transfer for all or part of any unrestricted appropriations from one department to another; and

WHEREAS, as outlined in City Council agenda item 24-02-014 the City accepts the proposal submitted by Wright Construction for the Former Community Hall & Banyan Tree park design build agreement to construct a splash pad and site improvements based on DPZ's conceptual plan #1 in the amount of \$175,000 (30.609.572.6025); and

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

1. The above "Whereas" clauses are true, correct, and incorporated herein by reference.

2. Transfer funding of \$175,000 from the Unassigned Fund Balance in the General Fund into 30.609.572.6025 the Former Community Hall & Banyan Tree park project.

3. Effective date. This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of February, 2024.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz

Fullick

Purdon
Carr
Corrie

Forbes
Steinmeyer

Date filed with City Clerk: _____

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

☐ Change Order Number:

☒ Supplemental Task Authorization Number: PW - 07

(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: CMAR Continuing Services / SOLICITATION NUMBER: CN-19-12

PROJECT NAME: Banyan Tree Splash Pad Improvements / CONTRACT NUMBER: BSC-19-12-246

CONSULTANT: Wright Construction Group / ACCOUNT NUMBER:

REQUESTED BY: Matt Feeney Public Works / DATE OF REQUEST: January 23, 2024

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: January 23, 2024

EXHIBIT B: COMPENSATION & METHOD OF PAYMENT: DATED: January 23, 2024

EXHIBIT C: TIME AND SCHEDULE OF PERFORMANCE: DATED: January 23, 2024

EXHIBIT D: CONSULTANT'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTOR(S): DATED: January 23, 2024

EXHIBIT E: PROJECT GUIDELINES AND CRITERIA: DATED: January 23, 2024

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 Banyan Tree Splash Pad Improvements

Date: January 23, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: PW - 07

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.

TASK 1 - Banyan Tree Splash Pad Improvement Preconstruction Services to include:

Preconstruction Proposal as follows:

1. 30% Plan Development. Site Analysis. Base Map Preparation. Project Scope Review. Topographic Survey. Review Existing Information. Conduct Visual Assessments. Prepare Base Map. Conceptual Plans and Documents (site plan, hardscape, electrical, plantings, play structures, specifications). Opinion of Probable Cost. Present Plaza Concept to City Council.
2. 60% Design Development. Project Coordination and Development Reviews. Design Plans and Documents (site plan, utility and drainage, hardscape, plantings/irrigation, furnishings, lighting and power systems, details, technical specifications). On-Site Exploratory Work. Establish Guaranteed Maximum Price. Identify Long Lead Items for Early Procurement. Submit for Permit Acquisition. Hardscape Cut Sheets and Product submittals as appropriate. Team Meetings with City Staff and Design Build Team.
3. 90% Design and Permit Plans. Project Coordination and Development Reviews. Design Plans and Documents (site plan, utility and drainage, hardscape, plantings/irrigation, furnishings, lighting and power systems, details, technical specifications). Final Sample Materials where Appropriate. Team Meetings with City Staff and Design Build Team.

Exhibit B

Compensation and Method of Payment
Banyan Tree Splash Pad Improvements

Date: January 23, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: PW - 07

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	Banyan Tree Splash Pad Improvement Preconstruction Services	\$175,000.00	NTE	
TOTAL		\$175,000.00		

Compensation and Method of Payment – Page 2
Banyan Tree Splash Pad Improvements

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
					\$ 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
					\$ 0.00
					\$ 0.00
TOTAL		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Exhibit C

Time and Schedule of Performance
Banyan Tree Splash Pad Improvements

Date: January 23, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: PW - 07

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
PH 1	Banyan Tree Splash Pad Improvement Preconstruction Services	150	150

Time and Schedule of Performance – Page 2
Banyan Tree Splash Pad Improvements

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) Banyan Tree Splash Pad Improvements

Date: January 23, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: PW - 07

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)
Landscaping/Park Features Design	Windham Studio Inc.	No
Civil/Site Design	RMEC, LLC	No
Electrical Design	Jewitt Engineering Inc.	No
Surveying	AA Surface Pro Inc.	No

EXHIBIT E

Project Guidelines and Criteria
Banyan Tree Splash Pad Improvements

Date: January 23, 2024

☐ Change Order Number:

☒ Supplemental Task Authorization Number: PW - 07

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

See Attached Proposal

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:

Wright Construction Group

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

REQUESTED MOTION: Approve the proposal submitted by ADEAS-Q for the Pelican Landing Parkway/Old 41/US 41 intersection improvements in the amount of \$124,200.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Traffic

BACKGROUND:

During FY23/24 budget development City Council included this project to identify and develop improvements to the Eastern and Western approaches of the Pelican Landing Parkway/Old 41/US 41 intersection. This scope and fee is to analyze, condition, identify solutions and develop a set of 60% plans.

Funding is available through CIP 30.250.541.6339

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Proposal from ADEAS-Q

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	

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

☐ Change Order Number: Enter change order number or N/A \$ _____

☒ Supplemental Task Authorization Number: One (1) \$ 124,200 _____

(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 Traffic Engineering / SOLICITATION NUMBER: CN 23-16

PROJECT NAME: Spot Design Improvements / CONTRACT NUMBER: BSC-23-09-214

CONSULTANT: ADEAS-Q / ACCOUNT NUMBER: Enter account number

REQUESTED BY: Matt Feeney PW / DATE OF REQUEST:

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: 1/22/24

EXHIBIT B: COMPENSATION & METHOD OF PAYMENT: DATED: 1/22/24

EXHIBIT C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 1/22/24

EXHIBIT D: CONSULTANT'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTOR(S): DATED: 1/22/24

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)
_____ Jason Collins, Ph.D., P.E., AICP	_____ Date	_____ Date Approved
_____ Print Name		
_____ President ADEAS-Q, LLC 201 E. Kennedy Boulevard Suite 950 Tampa, FL 33611	_____ Approved By:	_____ Approved By:
_____ Address		
_____ Address	_____ City Attorney's Office	_____ Mayor, City Council for Bonita Springs
_____ 1/22/24	_____ Date Approved	_____ Date Approved
_____ Date Accepted		
_____ Corporate Seal		

Exhibit A

Scope of Professional Services
Spot Design Improvements

Date:

☐ Change Order Number: Enter change order number or N/A \$ _____

☒ Supplemental Task Authorization Number: One (1) \$ _124,200_____

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.

The general objective is for the Firm to prepare a preliminary set of documents including plans, specifications, supporting engineering analysis, calculations, and other technical documents in accordance with City policy, procedures and requirements. The Firm shall follow a systems engineering process to ensure that all required project components are included in the development of the contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Florida Department of Transportation (FDOT) Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicates which items of work will be the responsibility of the Firm and/or the City.

The primary deliverable of this task is to develop preliminary (60 percent) engineering and construction design plans. Complete 100 percent contract documents and design are anticipated to be completed within a subsequent task following the approval of these services.

Exhibit B

Compensation and Method of Payment
Spot Design Improvements

Date:

☐ Change Order Number: Enter change order number or N/A \$ _____

☒ Supplemental Task Authorization Number: One (1) \$ _124,200_____

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	Data Collection	\$9,500.00	LS	WIPP
2	Survey	\$15,400.00	LS	WIPP
3	Roadway Design	\$57,000.00	LS	WIPP
4	Project Documentation	\$16,000.00	LS	WIPP
5	Project Meetings and Coordination	\$19,500.00	LS	WIPP
6	Expenses	\$6,800.00	LS	WIPP
TOTAL		\$124,200.00		

Compensation and Method of Payment – Page 2
Spot Design Improvements

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
					\$ 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
					\$ 0.00
					\$ 0.00
TOTAL		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Exhibit C

Time and Schedule of Performance Spot Design Improvements

Date:

☐ Change Order Number: Enter change order number or N/A \$ _____

☒ Supplemental Task Authorization Number: One (1) \$ _124,200_____

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	Data Collection	30	30
2	Survey	30	30
3	Roadway Design	120	150
4	Project Documentation	120	150
5	Project Meetings and Coordination	120	150
6	Expenses	120	150

Time and Schedule of Performance – Page 2
Spot Design Improvements

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) Spot Design Improvements

Date:

☐ Change Order Number: Enter change order number or N/A \$ _____

☒ Supplemental Task Authorization Number: One (1) \$ _124,200_____

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)
Survey	Ayres Associates, Inc. 8875 Hidden River Parkway #200 Tampa, FL 33637	No
Traffic Data Collection	National Data & Surveying Services (NDS) 7520 NW 5th St., Suite 206, Plantation, FL 33317	No

EXHIBIT E

Project Guidelines and Criteria
Spot Design Improvements

Date:

☐ Change Order Number: Enter change order number or N/A \$ _____

☒ Supplemental Task Authorization Number: One (1) \$ _124,200_____

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.

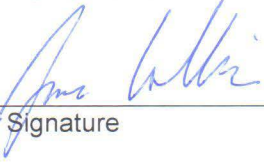
VENDOR:

ADEAS-Q, LLC

Company Name

27-3687248

DUNS Number



Signature

1/22/24

Date

Jason Collins, Ph.D., P.E., AICP

Print Name

201 E. Kennedy Boulevard - Suite 950

Street Address

Tampa

City

FL

State

33602

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

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

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management and 4) Environmental Protection

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

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

The properties are not owner occupied but used as rental facilities. HUD funds require the tenants to be relocated in order to close on the properties. The City will follow the regulations outlined in the Uniform Relocation Act.

With the demolition of these structures and staff continues to advertise the program in the neighborhood and continues to expect more homeowners to come forward to participate in the program.

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

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

ATTACHMENTS:

1. Purchase Agreement 2023 - 004
2. Purchase Agreement 2023 – 005
3. Senate Bill 966

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2024, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

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

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

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

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

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.
- The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
 - Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the City.
 - The SELLER agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
4. PROGRAM INCENTIVE. The SELLER's property is identified as a rental property and as such, does not qualify for a program incentive identified within the program regulations.
5. CONTINGENCIES.
- SELLER shall vacate the property *on or before* Forty two (42) days from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
 - SELLER must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
 - BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- d. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Florida Commerce Department. The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
 - e. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed *on or before* One Hundred Eighty-Five (185) days of the signing of this contract.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property
11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.
12. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.
13. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
14. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
15. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) *on or before* **Wednesday, March 20, 2024** unless accepted or countered by SELLER in written form prior to such time. If SELLER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
16. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
17. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
18. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLER and the CITY has signed this Agreement.





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

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

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

Seller/

Signature

Date

BUYER/ CITY:

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A

Legal Description

[REDACTED]

[REDACTED]

[REDACTED]





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

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

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

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

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

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

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

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

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

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CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

OWNER

[REDACTED]

Signature

[REDACTED]

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2024, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

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

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

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

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

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Three Hundred Seventy Thousand Dollars and Zero Cents (\$370,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.
- The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
 - Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the City.
 - The SELLER agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
4. PROGRAM INCENTIVE. The SELLER's property is identified as a rental property and as such, does not qualify for a program incentive identified within the program regulations.
5. CONTINGENCIES.
- SELLER shall vacate the property *on or before* Forty-Two (42) days from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
 - SELLER must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
 - BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.
- d. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Florida Commerce Department. The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
 - e. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

transaction will be closed *on or before* Forty-Two (42) days of the signing of this contract.

10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property
11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.
12. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.
13. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
14. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
15. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) *on or before* **Wednesday, March 20, 2024** unless accepted or countered by SELLER in written form prior to such time. If SELLER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
16. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
17. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.



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



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A

Legal Description

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

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

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

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

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

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

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

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

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

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

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

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

OWNER [REDACTED]

Signature

[REDACTED]

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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



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

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

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

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

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

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

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

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

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

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

REQUESTED MOTION: Approve a Resolution accepting the resignation of Robert Bornstein from the City of Bonita Springs Local Planning Agency.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

On December 20, 2023, Local Planning Agency (LPA) *Member Robert Bornstein* notified the City Clerk by email of his decision to resign from the LPA effective December 31, 2023.

The remaining six members of the LPA are as follows: Jeffery Maturo, Steve Lohan, Robert Lombardo, Don Colapietro, Daniel Dhooghe, and Raymond Townsend.

STAFF RECOMMENDATION: Adopt Resolution

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; ACCEPTING THE RESIGNATION OF ONE MEMBER FROM THE CITY OF BONITA SPRINGS LOCAL PLANNING AGENCY.

WHEREAS, Land Development Code Section 4.85 states that the Local Planning Commission shall be comprised of seven members who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council; and

WHEREAS, Member Robert Bornstein submitted to the City Clerk a notice of resignation from the Local Planning Agency, effective December 31, 2023;

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

1. The resignation of Robert Bornstein from the Local Planning Agency is hereby accepted.
2. Effective date. This Resolution shall become effective immediately upon its approval by the City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of February 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

REQUESTED MOTION: (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND CHAPTER 4, ARTICLE V, DIVISION 11, SUBDIVISION II, DOWNTOWN FORM-BASED CODE (SECTION 4-866) CREATING AN ADMINISTRATIVE VARIANCE PROCESS; TO AMEND CHAPTER 4, ARTICLE VI, DIVISION 17- CONSTRUCTION OF FENCES; TO ADOPT CHAPTER 4, ARTICLE VI, DIVISION 44- EMPLOYEE LIVING FACILITIES CREATING PROPERTY DEVELOPMENT REGULATIONS FOR EMPLOYEE LIVING FACILITIES; 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: Mike Fiigon II, Senior Planner; Mary Zizzo, Senior Planner; Jacqueline Genson, Planning and Zoning Manager

AGENDA: Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND: The request is to amend three sections of Chapter 4 (Zoning) of the City of Bonita Springs Land Development Code. Changes are identified in yellow highlight as follows: strike-thru is removal of text and underline is the addition of text. The LPA reviewed the LDC amendments at their January 18, 2024, public hearing and provided minor comments, which are reflected in this current draft. The LPA found the LDC amendments consistent with the comprehensive plan. This is the first reading and public hearing on this item. The second reading is tentatively scheduled for February 21, 2024.

1. The first request is to amend Section 4-866 of the Downtown Form Based Code to add an administrative variance process for projects that contain commercial uses and are located within a commercial transect (T4, T5, T5 Core, and Special Transect Zone Districts). The criteria for approval closely mirror the already-established variance criteria found elsewhere in the Land Development Code. However, a specific addition to the criteria for the Form Based code has been included, which requires the Applicant to demonstrate that the proposed variance is not in conflict with Section 4-866(a), Intent of the Form-based Code. Staff coordinated with DPZ CoDesign on creating this process and agreed it may be appropriate so long as requests meet the overall intent of the Form-based Code.
2. The second request is to amend the existing fence code. The proposed changes include opportunities to improve aesthetics, provides property owners additional fence and landscape material options, and provides additional standards for property owners to secure their property:
 - Allowing a second material of fencing within waterbody setbacks and within the San Carlos Estates Agricultural Overlay.
 - Allowing Director/agency discretion to reduce locational requirements for entrance gates and gatehouses.
 - Allowing service entrances for nonresidential parcels that are open during operating hours.
 - Allowing chain link in commercial zoning districts, provided they are powder coated and shielded by matching height hedges.
 - Allowing fence wings over seawalls/rip rap consistent with Florida Building Code.

3. The third request is to provide development regulations for Employee Living Facilities pursuant to Council's direction at the October 4, 2023 (Bonita Bay PUD Employee Housing Appeal). These regulations include checks for compatibility with the surrounding developments, level of impacts and an approval process.

Attached for consideration are copies of the proposed amendments and a draft ordinance.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. Draft Ordinance
2. Draft LDC Changes
3. Draft LPA Minutes from 1/18/24

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Department Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 24 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND CHAPTER 4, ARTICLE V, DIVISION 11, SUBDIVISION II, DOWNTOWN FORM-BASED CODE (SECTION 4-866) CREATING AN ADMINISTRATIVE VARIANCE PROCESS; TO AMEND CHAPTER 4, ARTICLE VI, DIVISION 17 – CONSTRUCTION OF FENCES; TO ADOPT CHAPTER 4, ARTICLE VI, DIVISION 44 – EMPLOYEE LIVING FACILITIES CREATING PROPERTY DEVELOPMENT REGULATIONS FOR EMPLOYEE LIVING FACILITIES; 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 City of Bonita Springs desires to streamline, clarify, and otherwise update provisions of the City’s Land Development Code; and

WHEREAS, additionally, the City Council of the City of Bonita Springs desires to amend certain sections of Chapter 4 of its Land Development Code to bring it into conformity with recent decisions of the City Council including (1) administrative variances within the downtown form-based code, (2) update the City’s fence standards, and (3) establishing regulations for employee living facilities; and

WHEREAS, pursuant to the Article VIII of the Florida Constitution, the City of Bonita Charter and Section 166.021, Florida Statutes, the City Council is authorized to adopt ordinances necessary for the exercise of its powers in for health, safety, and general welfare; and

WHEREAS, the City Council has determined that it is in the best interests and welfare of the City of Bonita Springs and its residents to enact this Ordinance.

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 Chapters 4 Zoning of the City's Land Development Code, with deletions depicted with ~~striketroughs~~ 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 or 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 _____, 2024.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Fullick

Corrie
Bogacz
Steinmeyer

Date filed with City Clerk: _____

PART III - LAND DEVELOPMENT CODE
Chapter 4 - ZONING
ARTICLE V. - DISTRICT REGULATIONS
DIVISION 11. - REDEVELOPMENT OVERLAY DISTRICTS
Subdivision II. Downtown Form-Based Code

Subdivision II. Downtown Form-Based Code¹

Sec. 4-866. General provisions.

- (a) *Intent.* The requirements set forth in this section are intended to:
- (1) Support the goals, objectives and policies of the city's comprehensive plan and downtown district.
 - (2) Keep cognizant the elements are scale, aesthetics, predictability, and new investment.
 - (3) Capitalize on opportunities to attract the development of a variety of building types and uses in order to contribute to a robust economic base.
 - (4) Encourage mixed-use development within the downtown district in support of viable and diverse locally-oriented business and cultural institutions.
 - (5) Promote development attractive to past, present and future generations that allows them to participate in the economic growth.
 - (6) Enable a walkable streetscape and predictable, small-town urban character.
 - (7) Achieve context-based development and complete streets.
- (b) *Application of the transect zones.* The transect, as a framework, identifies a range of habitats from the most natural to the most urban. Its continuum, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The transect methodology allows for a wide range of building types in each transect zone, arranged to provide balanced walkable streetscapes. This Code contains the following transect zones:
- (1) T-5 urban zone consists of higher density mixed-use buildings that accommodate retail, offices, rowhouses, and multi-family. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks. The T-5 urban zone has two variations:
 - a. The core T-5 zone is used for portions of downtown fronting Old-41 and near civic open spaces such as Riverside Park and the Imperial River. These important lots shall have retail-ready ground floors to activate Old-41, as well as gallery frontages to create a walkable and shaded streetscape. Other lots in the T-5 zone, are not required to have retail-ready ground floors but may have them by option (See: section 4-487(a)(2))

¹Ord. No. 20-10 , § 2(Exh. A §§ 1—14), adopted November 4, 2020, repealed the former Subdivision II, §§ 4-866—4-872, and enacted a new Subdivision II as set out herein. The former Subdivision II pertained to Old U.S. 41 Redevelopment Overlay District and derived from Ord. No. 09-13; Ord. No. 11-02, §§ 3(4-1151)—(4-1156), January 9, 2011; Ord. No. 13-01, §§ 1(4-1151), 1(4-1152), 1(4-1153), 1(4-1154), 1(4-1155), 1(4-1155), 1(4-1156), February 6, 2013; Ord. No. 13-09, §§ 1(4-1151)—(4-1154), (4-1155(a)—(h)), (4-1156), August 7, 2013; Ord. No. 15-02, § 1, February 7, 2015; Ord. No. 15-08, § 1, April 15, 2015; Ord. No. 15-21, § 1, October 21, 2015; Ord. No. 16-01, § 1, January 20, 2016; Ord. No. 16-19, § 1, December 7, 2016.

-
- (2) T-4 general urban zone consists of a primarily residential urban fabric. It may have a wide range of building types: single-family houses, side-yard houses, rowhouses, and small apartment buildings. Live/work buildings with home occupations are allowed in small quantities. Setbacks and landscaping are variable. Most streets in their existing form lack sidewalks and curbs.
 - (3) T-3 sub-urban zone consists of low density residential areas, adjacent to higher zones that may have some mixed use. Accessory dwellings are allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate natural conditions. The T-3 sub-urban zone has two variations:
 - a. The restricted T-3 zone is used for portions of the downtown which are sub-divisions with an HOA or areas which contain multiple historically significant buildings. The T-3 zone is for all T-3 areas not included in the restricted zone.
 - (4) Civic zone consists of civic buildings and/or civic spaces appropriate to their transect zones.
 - (5) Special districts consist of areas with buildings that by their function, disposition, or configuration cannot, or should not, conform to one or more of the six normative transect zones. The existing industrial area in the southwest corner of the downtown district shall be designated as a special district with an emphasis on incubation of local businesses. City-owned parcels along the Imperial River are also designated to be a special district.
- (c) *Boundaries of the downtown district.* The boundaries of the Bonita Springs Downtown Form-Based Code are derived from the boundary found on the Old U.S. 41 Corridor Redevelopment Master Plan, with slight modifications. These expansions of the boundary are shown below as Figure 2.1-1.
- (1) *Regulating plan.* The boundaries of the downtown district shall be as outlined on Figure 2.1-1.
- (d) *Applicability.*
- (1) Unless approved through the planned development process, these standards shall apply to all new construction and substantial modifications within the downtown district. "Substantial modifications" shall be defined as any modification, alteration or repair or combination thereof, to a structure or land, which exceeds 50 percent of the combined building cost and land value, over a five-year period, as assessed by the Lee County Property Appraiser. Existing planned developments may voluntarily comply with the standards herein.
 - (2) This document shall replace all prior regulatory documents for the Downtown District of the City of Bonita Springs. Where a conflict exists between this section and other land development regulations, this section shall prevail, except for those contained within the comprehensive plan.
 - (a) Properties and/or projects located within the Downtown District but have frontage along Bonita Beach Road may be developed in accordance with the regulations of the Bonita Beach Road Corridor Overlay.
 - (3) This section may be expanded to other portions of the City of Bonita Springs, so long as their boundaries are explicitly defined under section 4-867(c) and added to Figure 2.1-1.
 - (4) Standards, activated by "shall", are regulatory in nature. Deviations from these standards shall only be permitted by variance or special exception in accordance with applicable LDC sections.
 - (5) Guidelines, activated by "should", are encouraged and recommended but not mandatory. Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(e) *Existing conditions.*

- (1) Existing buildings, structures, and land features that do not conform to the requirements of this downtown district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50 percent or more of the combined building cost and land value, over a five-year period, as assessed by the Lee County Property Appraiser, and as outlined in LDC 4-866(d)(1).
- (2) The adaptive re-use of a building shall not be required to comply with minimum height standards established in section 4-870.
- (3) The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six new spaces are required.

(f) *Administrative Variances. This section is applicable to property proposing a commercial use (or commercial uses) or property that already contains a commercial use (or commercial uses) as described in Section 4-868, Table 3.1-1, Permitted Uses, and located in the T4, T5, T5-Core, and Special Transect Zone Districts.*

- (1) An Applicant may request a variance from any of the Form Based Code Sections by completing and submitting the necessary administrative action application and required documentation listed therein.
- (2) The Applicant shall provide the specific code section and a written justification stating why they cannot comply with the code section.
- (3) The Applicant is required to provide their proposed option for consideration. Staff has the right to request additional details, plans, renderings, surveys, and other information that may be needed for the review. At minimum, a statement explaining how the proposed option does not conflict with Section 4-866(a), Intent of the Form Based Code, shall be provided.
- (4) Before the approval of a variance, Staff shall find that all of the following exist:
 - a. The proposed variance is not in conflict with Section 4-866 (a), Intent of the Form Based Code.
 - b. There are exceptional or extraordinary conditions or circumstances that are inherent to the property or building in question.
 - c. The exceptional or extraordinary conditions or circumstances are not the result of actions taken by the Applicant.
 - d. The variance, if granted, is the minimum necessary to relieve the Applicant from the assumed burden of the code section.
 - e. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- (5) If Staff denies the administrative variance request, the Applicant has the right to appeal the decision, pursuant to Section 4-53(c) of the Land Development Code.

(Ord. No. 20-10 , § 2(Exh. A, § 1), 11-4-2020; Ord. No. 21-02 , § 2(Exh. A), 5-19-2021; Ord. No. 23-02 , § 2(Att.), 5-3-2023)

DIVISION 17. FENCES, WALLS, GATES AND GATEHOUSES

Sec. 4-1464. Applicability of division.

This division applies to all fences, walls, gatehouses and entrance gates that are not specifically exempted in this division. This division does not apply to seawalls (see section 4-1588 for regulations on seawalls) or to city-initiated walls related to capital improvement projects.

(Ord. No. 11-02, § 3(4-1741), 1-19-2011; Ord. No. 12-13, § 1(4-1741), 8-15-2012)

Sec. 4-1465. Construction of fences.

- (a) Except for fences used for bona fide agricultural uses that are exempt under F.S. § 604.50, all fences and walls that are over 25 inches in height must comply with established building permit procedures.
- (b) All fences and fence walls on each property must be of uniform materials, design and color. ~~Any additions to existing fences or walls that do not exceed the length of the existing fence or wall shall maintain a uniformity of materials, design and color with that of the existing fence or wall. Fences reviewed at time of local development order and deemed to be provided architecturally consistent by the City Architect may waive this requirement.~~
 - (1) An exception exists for:
 - (a) fences at or within the waterbody setback area may use an additional material to meet Section 4-1467(b)(2)a.
 - (b) Fences within the Agricultural Overlay as well as within the San Carlos Estates Water Control District are permitted up to two materials. One uniform material shall be used within the street setbacks.
- (c) All fences and fence walls must be constructed and maintained in a manner that will not detract from the neighborhood or community. Fences must not contain missing materials or components of which it was built and must remain substantially vertical so that it serves the function or aesthetic purpose for which it was built and has not been compromised to the point that the fence would present a danger of flight or destruction during severe weather.
- (d) Fences and fence walls must be constructed of conventional and traditional building materials including, but not limited to, concrete block, brick, wood, decorative aluminum, iron or steel, vinyl, chain link or composite products manufactured specifically for fences and walls. Non-traditional materials, including, but not limited to, tires, mufflers, hubcaps, etc., are prohibited. Fabric sheets or nets, or plastic, metal or vinyl sheets or slats may not be used as part of the fence or attached to a fence for the purpose of effecting privacy or required screening.
- (e) Fences and walls must be constructed to present the finished side of the fence or wall to the adjoining lot or any abutting right-of-way. Where there is an existing fence, wall or continuous landscape hedge on the adjoining parcel, this provision may be administratively waived upon written request.

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- (f) Barbed wire, spire tips, sharp objects, hog wire, game fence, horse wire or other similar materials or electrically charged fences are prohibited in all zoning districts, except as provided below and unless exempted under F.S. § 604.50 for agricultural uses and permitted in accordance with section 4-1471.
- (1) Fence material such as, hog wire, game fence, horse wire or other similar materials may be erected but cannot be the primary material when the property is within 100 feet of any residential area or residential zoning district under separate ownership.
 - (2) Bona fide agricultural uses may use barbed wire or electrically charged fences to control livestock when located in districts permitting the raising, keeping or breeding of livestock.
 - (3) The use of barbed wire for temporary security fences around construction materials or equipment in conjunction with an active construction project may be permitted when approved by the director.
 - (4) The use of chainlink fence with three strands of barbed wire on top of the fence with six-inch spacing between the strands of barbed wire may be required or approved by the director around structures or equipment of potential hazard to residents or passersby not otherwise protected.
- (g) Electrical fences must comply with National Electrical Safety Code requirements.
- (Ord. No. 11-02, § 3(4-1743), 1-19-2011; Ord. No. 12-13, § 1(4-1742), 8-15-2012; Ord. No. 15-27, § 2, 12-2-2015)

Sec. 4-1466. Residential project walls.

- (a) For purposes of this section, a residential project fence means a wall or fence erected around a residential subdivision (but not individual lots) or development of ten or more dwelling units.
- (b) A residential project fence or wall:
- (1) May be a maximum height of eight feet around the perimeter of the project upon a finding by development services that the fence does not interfere with vehicle visibility requirements (see section 4-2251) at traffic access points.
 - (2) May include architectural features such as columns, cupolas, fountains, parapets, etc., at a height not to exceed half the fence or wall height (up to four additional feet); provided they are compatible with the project and abutting properties.
 - (3) Required or optional residential project walls must be landscaped on the exterior side (between the wall and the abutting property or street right-of-way) with a minimum of five trees per 100 lineal feet and shrub hedges, within a minimum plantable width of 7½ feet located on the exterior side of the wall or fence.
 - a. Hedges must be planted and maintained so as to form a 36-inch-high continuous visual screen within one year after time of planting.
 - b. Trees adjacent to a right-of-way must be appropriately sized in mature form so that conflicts with overhead utilities, lighting and signs are avoided. The clustering of trees and use of palms adjacent to the right-of-way will add design flexibility and reduce conflicts.
 - (4) Must be constructed to ensure that historic water flow patterns are accommodated and all stormwater from the site is directed to on-site detention/retention areas in accordance with the SFWMD (South Florida Water Management District) requirements.
 - (5) May not be permitted until proper documents have been recorded providing for the maintenance of the project fence and landscaping.

(Ord. No. 12-13, § 1(4-1743), 8-15-2012)

Sec. 4-1467. Location and height of fences and walls other than residential project fences.

- (a) *Setbacks.* Except as may be specifically permitted or required by other sections of this chapter or chapter 3, no fence or wall, excluding seawalls, may be erected, placed or maintained:
- (1) Within any street right-of-way or street easement.
 - (2) Closer to the Gulf of Mexico than permitted by chapter 5, article III.
 - (3) Closer than five feet to the mean high-water line along natural water bodies, including canals created from sovereign lands, except that, where the canal is seawalled, the fence may be built landward of the seawall.
 - a. An exception exists for pool barriers, which allow for fence wings to extend 18" seaward beyond a seawall or rip rap.
- (b) *Fence or wall height.*
- (1) Determination of height. Except as set forth in section 3-418 for required buffers, fence or wall height will be measured from the existing elevation of the abutting property. In rear and side yards, the building official has the discretion to allow a deviation of up to four inches in height where required to compensate for variations in grade, drainage, or weed maintenance; provided that the length of the structural materials for the fence do not exceed the permitted height.
 - (2) Except as provided for in section 4-1465(b)(1), the maximum permitted height for fences and walls is as follows:
 - a. *Residential areas.*
 1. A fence or wall located between a street right-of-way or easement and the minimum required street setback line may not exceed three feet in height, except that fences may be a maximum height of four feet so long as the fence is of open mesh screening* and does not interfere with vehicle visibility requirements (see section 4-2251) at traffic access points.

*For purposes of this section only, open mesh screening may include vertical picket-type fencing; provided that the minimum space between vertical members must be a minimum of 1½ times the width and thickness of the vertical members or bars. i.e., if the vertical members are 2¼ inches wide and three-quarters of an inch thick (total three inches), then the minimum space between them must be 4½ inches (1.5 × 3.0 = 4.5). In no case may the space between vertical members or bars be less than four inches.
 2. A fence or wall located between a side or rear lot line and the minimum required setback line for accessory buildings is limited to a maximum height of six feet. For purposes of this section, the side yard will be considered that portion of the lot extending from the minimum required street setback line to the rear lot line.
 3. A fence located within 25 feet of a body of water must be open mesh screening above a height of 3½ feet.
 - b. *Commercial and industrial areas.* A commercial fence or wall may be a maximum height of six feet around the perimeter of the commercial development upon a finding by development services that the fence does not interfere with vehicle visibility requirements at traffic access points. A commercial fence or wall up to eight feet is permitted when adjacent to residential. See also section 4-2251 and chapter 3, appendix C.

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1. Chain link fences, barbed wire, and unpainted or unfinished block fences or walls are prohibited, except:
 - a. Chain link fence material is permitted subject to:
 1. A green or black powder coated chain link fence is proposed; and
 - ~~a.~~ 2. A continuous visual screen is installed along the exterior of the fence to match the height of the proposed fence within one year after time of planting.
 2. All walls or block fences visible from a public right-of-way or an adjacent parcel shall be architecturally finished (i.e., brick, stucco, or textured concrete masonry units) and consistent with and complimentary to the architectural character of the principal structure(s).
 3. Fences and walls may not exceed six feet in height and must not prohibit pedestrian access to the development.

An industrial fence may be a maximum height of eight feet around the perimeter of the project upon a finding by development services that the fence does not interfere with vehicle visibility requirements (see section 4-2251) at traffic access points.

- c. *Walls and fences along limited access or controlled access streets.* A wall or fence may be placed or maintained along any property line abutting a limited access or controlled access street; provided it complies with the same regulations as are set forth for residential project fences in section 4-1465.
- d. *Agricultural fences.* An open mesh or wire fence for bona fide agricultural uses may be a maximum height of eight feet along any property line in an agricultural district; provided that the fence does not interfere with vehicle visibility requirements (see section 4-2251) at traffic access points, unless exempted under F.S. § 604.50.
- e. *Community garden fences.* Fences for community gardens located in residential zoning districts AG, RS, TFC, RM, MH, RV, CFPD, CPD, RPD, MHPD, RVPD, and MPD may be a maximum height of six feet high along any property line; provided the fence does not interfere with vehicle visibility requirements at traffic access points (see section 4-2251). The design of the fence must be in compliance with this division. Barbed wire, spire tips, sharp objects or electrically charged fences are prohibited.

(Ord. No. 11-02, § 3(4-1744), 1-19-2011; Ord. No. 12-13, § 1(4-1744), 8-15-2012; Ord. No. 15-27, § 2, 12-2-2015)

Sec. 4-1468. Buffer for commercial and industrial uses.

All commercial and industrial uses shall provide a buffer as required in chapter 3.

(Ord. No. 11-02, § 3(4-1741), 1-19-2011)

Sec. 4-1469. Visibility at entrances and exits.

Any residential project fence or wall, or any fence or wall in a commercial or industrial area, which is over three feet in height between the minimum required street setback line and the street right-of-way line or easement shall be designed so as to provide unobstructed visibility for vehicles entering or exiting the property.

(Ord. No. 11-02, § 3(4-1746), 1-19-2011)

Sec. 4-1470. Construction in easements.

Nothing in this division shall be construed so as to permit the construction or placing of any construction within a public or private easement which prohibits such construction or placement.

(Ord. No. 11-02, § 3(4-1747), 1-19-2011)

Sec. 4-1471. Enclosure of high-voltage transformers and other utility equipment.

- (a) All substation high-voltage transformers and any other utility structures or equipment of potential hazard to residents or passersby not otherwise protected shall be completely enclosed by a chainlink fence not less than eight feet in height. On top of the fence shall be three strands of barbed wire with a six-inch spacing in between each strand. Alternative methods may be considered in compliance with the National Electric Safety Code provided a continuous visual screen is provided to shield the equipment.
- (b) Distribution transformers shall comply with National Electrical Safety Code requirements.

(Ord. No. 11-02, § 3(4-1748), 1-19-2011)

Sec. 4-1472. Entrance gates and gatehouses.

(1) The following regulations apply to entrance gates or gatehouses that control access to three or more dwelling units or recreational vehicles, or any commercial, industrial or recreational facility:

An entrance gate or gatehouse is permitted; provided that:

- a. Appropriate evidence of consent is submitted from all property owners who have the right to use the subject road or from a property owner's association with sufficient authority with the responsibility to maintain;
- b. If it is to be located within a planned development, it is an approved use in the schedule of uses;
- c. The gate or gatehouse is located:
 - 1. A minimum of 100 feet back from the existing or planned intersecting street right-of-way or easement or
 - 2. The gate or gatehouse is designed in such a manner that a minimum of five vehicles or one vehicle per dwelling unit, whichever is less, can pull safely off the intersecting public or private street while waiting to enter or
 - 3. Where, in the opinion of the Director of Community Development, traffic volumes on the intersecting street are so low that interference with through traffic will be practically nonexistent, the Director may waive or modify the locational requirements set forth in this section. If the intersecting street is City-maintained, then the Director of Public Works must concur. If the intersecting street is County-maintained, then the County Department of Transportation must concur. The decision to waive or to modify the locational requirements is discretionary and may be appealed via a public hearing variance request.
- d. It is located in a manner that does not impede or interfere with the normal operation and use of individual driveways or access points.

(2) Access for emergency vehicles must be provided.

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- a. Any security gate or similar device that is not manned 24 hours per day must be equipped with an override mechanism acceptable to the local emergency services agencies or an override switch installed in a glass-covered box for the use of emergency vehicles.
 - b. If an emergency necessitates the breaking of an entrance gate, the cost of repairing the gate and the emergency vehicle if applicable, will be the responsibility of the owner or operator of the gate.
 - (3) Extension of fences or walls to an entrance gate or gatehouse. A fence or wall may be extended into the required setback where it abuts an entrance gate or gatehouse, provided vehicle visibility requirements (see Section 4-2251) are met.
 - (4) Entrance gates that are installed solely for security purposes for nonresidential uses, and that will remain open during normal working hours, are not subject to the location requirements set forth in Subsection (1)d of this section.
 - (5) Turn-arounds. A paved turn-around, having a turning radius sufficient to accommodate a U-turn for a single unit truck (SU) vehicle as specified in the AASHTO Green Book, current edition, must be provided on the ingress side of the gate or gatehouse.

The following regulations apply to entrance gates or gatehouses that control access to three or more dwelling units or recreational vehicles, or any commercial, industrial or recreational facility:

- (1) ~~An entrance gate or gatehouse not approved as part of a planned development is permitted; provided that it is not located on a publicly dedicated street or right-of-way; and:~~
 - a. ~~Appropriate evidence of consent from all property owners who have the right to use the subject road or from a property owners' association with sufficient authority is submitted; and~~
 - b. ~~The gate or gatehouse is located a minimum of 100 feet back from the intersecting street right-of-way or easement; or~~
 - c. ~~The gate or gatehouse is designed in such a manner that a minimum of five vehicles or one vehicle per dwelling unit, whichever is less, can pull safely off the intersecting street while waiting to enter; or~~
 - d. ~~The development provides right turn and left turn auxiliary lanes on the intersecting street at the project entrance. The design of the auxiliary lanes must be approved by the development services director.~~
- (2) ~~Access for emergency vehicles must be provided.~~
 - a. ~~All new electronic access control gates to structures and properties that may require emergency services that restrict the free ingress and egress of emergency vehicles and are not constantly attended 24 hours a day shall be equipped with an electronic transmitter/receiver system capable of being programmed with a unique activation code and frequency approved by the authority having jurisdiction.~~
 - b. ~~Such code or frequency shall not be used by or provided to other gate users.~~
 - c. ~~Existing installations shall comply with 180 days subsequent to the notification date by the authority having jurisdiction.~~
 - d. ~~All electronic access control gates shall be compatible with the uniform city-wide transmitters, which transmitters are carried only within emergency service vehicles.~~

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- ~~e. With the following exceptions, all electronic access control gates shall have a visibly marked override feature that will allow the gate to be fully opened during a power failure.~~
- ~~1. Exception 1: Any other override or back-up system acceptable to the fire district.~~
- ~~2. Exception 2: Existing installations shall be given a reasonable time period to comply as determined by the fire district.~~
- ~~f. All non-electronic access control gates to structures and properties that may require emergency services that restrict the free ingress and egress of emergency vehicles and are not constantly attended 24 hours a day shall be provided with a key box.~~
- ~~g. If an emergency necessitates the breaking of an entrance gate, the cost of repairing the gate and the emergency vehicle if applicable, will be the responsibility of the owner or operator of the gate.~~
- ~~(3) Extension of fences or walls to an entrance gate or gatehouse. A fence or wall may be extended into the required setback where it abuts an entrance gate or gatehouse; provided vehicle visibility requirements (see section 4-2251) are met.~~
- ~~(4) Turnarounds. A paved turnaround, having a turn radius sufficient to accommodate a three-point turn for a single-unit truck (SU) vehicle, as specified in the AASHTO Green Book current edition, must be provided on the ingress side of the gate or gatehouse.~~
- ~~(Ord. No. 00-13, § 1, 11-1-2000; Ord. No. 11-02, § 3(4-1749), 1-19-2011; Ord. No. 15-27, § 2, 12-2-2015)~~

Sec. 4-1473. Walls and fences along limited access or controlled access streets.

A wall or fence may be placed or maintained along any property line abutting a limited access or controlled access street; provided:

- (1) The height of the fence or wall does not exceed eight feet for industrial developments, and six feet for commercial developments except where additional fence/wall height is permitted adjacent to residential in accordance with section 4-1467; and
- (2) Vehicle visibility requirements (see section 4-2251) are met.

(Ord. No. 11-02, § 3(4-1750), 1-19-2011; Ord. No. 15-27-, § 2, 12-2-2015)

Sec. 4.1474. Hedges.

Except where otherwise required or specified, where hedge(s) are proposed along a right-of-way, they shall be maintained a minimum of six feet from the paved edge of the right-of-way and shall not overhang the right-of-way. At all times, hedges shall meet site visibility requirements.

Secs. 4-147~~54~~—4-1494. Reserved.

Division 44. Employee Living Facilities Regulations

Sec. 4-2320.- General Provision and Intent

- (a) The purpose of these regulations is to allow employee living facilities for local employer companies, to ensure the quality of life in the community, and mitigate negative impacts to surrounding neighborhoods.
- (b) For purposes of this section, “employee living facilities” is a group quarter establishment provided by or at the direction of an employer company with lodging facilities to accommodate unrelated residents, who may share bedrooms, common areas, bathrooms and/or kitchen facilities, whether on a temporary basis or for permanent residency, which are owned and controlled by a employer company, for the purpose of those employees and their immediate family, who shall be directly employed by a common employer company. Employee living facilities are to be distinguished from dwelling units, vacation rentals, hotels, motels, roominghouses and boardinghouses.

Sec. 4-2321.- Location

- (a) Employee living facilities shall be a permitted use within any multi-family residential district and where multi-family dwelling units are a permitted use. Existing planned developments may administratively amend their schedule of uses to add employee living facilities.
- (b) In order to ensure that intensity of the Employee Living Facility remains consistent with other development allowed under this Chapter, all employee living facilities must comply with the zoning district provisions for the district for multi-family dwelling units and/or principal commercial structures, as applicable, as further specified in Section 4-2324.
- (c) To lessen impacts on City infrastructure, the proposed Employee Living Facility shall be located a maximum distance of two miles from the employer office facilities as measured from property line to property line, unless transportation service is provided for the occupants during office facility hours of operation.

Sec. 4-2322.- Density

Wherein each unit does not have individual cooking facilities and where meals are served at a central dining facility or kitchen facilities are not provided, density equivalents and impact fees will be calculated at the ratio of four people equals one multi-family dwelling unit.

Sec. 4-2323.- Architectural Standards

- (a) When located within residential zoning districts, shall maintain the general residential character of the district.
- (b) Exterior building materials, bulk, landscaping, fences and walls, and general design must be similar to or compatible with those of surrounding dwellings/structures, in accordance with Chapter 3.
- (c) Design of Facility. The architectural style, massing, height, location and design of parking facilities and vehicular use areas, ingress, egress, on-site circulation, landscaping, and storm water retention/detention areas shall be designed to integrate into the surrounding neighborhood, mitigate impacts of noise and traffic to levels associated with permitted uses in the zoning district, and enhance the safety of both the employee living facility residents, residential neighbors and adjacent parcels, in accordance with Chapter 3.
- (d) Parking.

- a. Where residents share communal cooking facilities, parking shall be provided at a rate of one space per four occupants.
- b. Where cooking facilities are provided per unit, parking shall be provided consistent with LDC Section 4-1732.

Sec. 4-2324.- Approval.

- (a) Zoning Determination Required. Prior to the establishment of an employee living facility, or conversion to employee living facility, the requesting managing entity or their agent shall be responsible for securing a Zoning Verification Letter. A new determination in the name of a new owner or authorized agent shall be required in the event of a change in ownership or leasehold interest in an employee living facility. A survey indicating the distance from the employer office facilities shall be provided at this time.
- (b) Development Order. A local development order is required as well as a commercial building permit. At the time of local development order, a proposed floor plan showing all sleeping, bathroom, common area and kitchen facilities shall be shown. The managing entity shall provide a notarized affidavit of compliance with the submission of all proposed development plan applications for the project ensuring compliance with this Section.
- (c) Employee Living Facility Renewal. An annual report of the list of occupants and their records of employment with the managing entity shall be maintained at all times and may be requested at any point by the City to ensure compliance.

**Bonita Springs
Local Planning Agency
Meeting Minutes (draft)
Thursday, January 18, 2024
9:00 A.M.**

Bonita Springs Fire Control & Rescue District
Station Four Administrative Building
27701 Bonita Grande Drive
Bonita Springs, Florida 34135

I. CALL TO ORDER

Chairman Jeff Maturo called the meeting to order at 9:00 a.m. and led the Pledge of Allegiance. Chairman Maturo also welcomed new LPA member Raymond Townsend.

II. ROLL CALL

Members Present: Chairman Jeff Maturo, Vice-Chairman Steve Lohan, Robert Lombardo, Daniel Dhooghe, Raymond Townsend

Members Absent: Don Colapietro, Robert Bornstein

City Clerk Sheffield made the following announcements:

- *On Jan. 17, 2024, Jeff Maturo was reappointed as the Chairman of the LPA by the City Council.*
- *LPA Member Bob Bornstein sent a notice of resignation to the City Clerk, effective Dec. 31.*

III. PUBLIC COMMENTS

None

IV. REVIEW OF THE FOLLOWING LAND DEVELOPMENT CODE AMENDMENTS FOR CONSISTENCY WITH THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN.

**A. CHAPTER 4, ARTICLE V, DIVISION 11, SUBDIVISION II,
DOWNTOWN FORM-BASED CODE (SECTION 4-866)**

Mike Fiigon, Senior Planner with Community Development, provided an overview and rationale for the proposed amendment, which is to add an administrative variance review process for commercial projects located within a commercial transect to the Downtown Form-Based Code. The proposed administrative variance review process allows property owners/developers who believe that a variance is necessary due to an extraordinary circumstance or condition to apply for such a variance. The process further outlines conditions that staff must deem have been met in order to grant administrative approval, including the determination that the proposed variance is not in conflict with Section 4-866 (a), Intent of the Form Based Code.

B. CHAPTER 4, ARTICLE VI, DIVISION 17 – CONSTRUCTION OF FENCES

Mary Zizzo, Planner II with Community Development, presented an overview of the proposed changes to the fence code, stating the intent of the changes are to offer property owners with additional fence and landscape material options, additional standards to secure their property, and opportunities to improve aesthetics. Proposed changes include the addition of alternative methods for hiding high-voltage transformers (which still must follow the National Electric Safety Code) and adds the option of green or black powder coated chain link fence material subject to specific conditions.

C. CHAPTER 4, ARTICLE VI, DIVISION 44 – EMPLOYEE LIVING FACILITIES

Mary Zizzo, Planner II with Community Development, presented an overview of the general provision and purpose of the proposed regulation pertaining to Employee Living Facilities, stating that staff is bringing forth the proposed regulation at the direction of City Council, which was provided by Council on October 4, 2023, following the Bonita Bay PUD Employee Housing Appeal. The proposed Employee Living Facilities regulations include checks for compatibility with surrounding developments, level of impact, and an approval process.

Motion and Vote

Chairman Maturo made a motion to approve the three proposed LDC amendments, as they appear to be consistent with the Comprehensive Plan; Seconded by Board Member Dhooghe. The motion carried 5-0.

V. UPDATE FROM OCTOBER LPA MEETING

At the request of Clerk Sheffield, Planning and Zoning Manager Jacqueline Gensen provided a complete overview of the remaining steps in the process for subsequent adoption by City Council of the amendments that were heard today by the LPA. She further provided an update on the Wireless Communications Facilities Regulations that was heard by the LPA in October.

VI. APPROVAL OF PRIOR MEETING MINUTES:

Board Member Dhooghe made a motion to approve the minutes from the meeting held on 10/19/23; Seconded by Vice Chairman Lohan. The motion carried 4-0 (Board Member Townsend did not vote on the motion since he was not present at the October meeting).

VII. NEXT MEETING

The Clerk's office will keep members informed of the date of the next meeting.

VIII. ADJOURNMENT

Chairman Maturo thanked resigning member Bob Bornstein for his service on the LPA. He further thanked staff for providing thorough presentations and thanked the Bonita Springs Fire Control and Rescue District for the use of the facility.

There being no further items to discuss, the meeting adjourned at 9:26 a.m.

Prepared by,

Mike Sheffield, City Clerk

Approved by the Local Planning Agency on the ____ of ____, 2024.

Jeff Maturo, Chairman

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 24-02-020
February 7, 2024

REQUESTED MOTION: Public Hearing to allow community input, citizen participation, and collect public comment regarding the Hurricane Ian Community Development Block Grant-Disaster Recovery (CDBG-DR) Recovery and Resiliency Planning Program grant applications.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Public Hearing

STRATEGIC PRIORITY: 2) Transportation, 3) Strengthen City Finance, 5) Community Aesthetics

BACKGROUND: Lee County announced a Notice of Funding Availability (NOFA) on December 5, 2023 for Recovery and Resiliency Planning Program. Congress appropriated supplemental funding for 2022 disasters of which U.S. Housing and Urban Development (HUD) allocated Lee County \$1,107,881,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funding to support long-term recovery efforts following Hurricane Ian.

During the January 17, 2024 City Council recommended staff submit an updated mobility study for non-motorized pathways and a park master plan. Both plans will be citywide but particular attention will be paid to the Low-Moderate Income Areas (LMA).

Prior to submitting the City's CDBG-DR planning grant applications on February 23, 2024, the City is required to hold a public hearing to allow for community input, citizen participation and collect any public comments regarding the proposed studies. Any public comment/inquiries will be included in the grant applications.

STAFF RECOMMENDATION: Allow for citizen participation, public comment and community input to determine community interest in participating in the planning studies.

ATTACHMENTS:

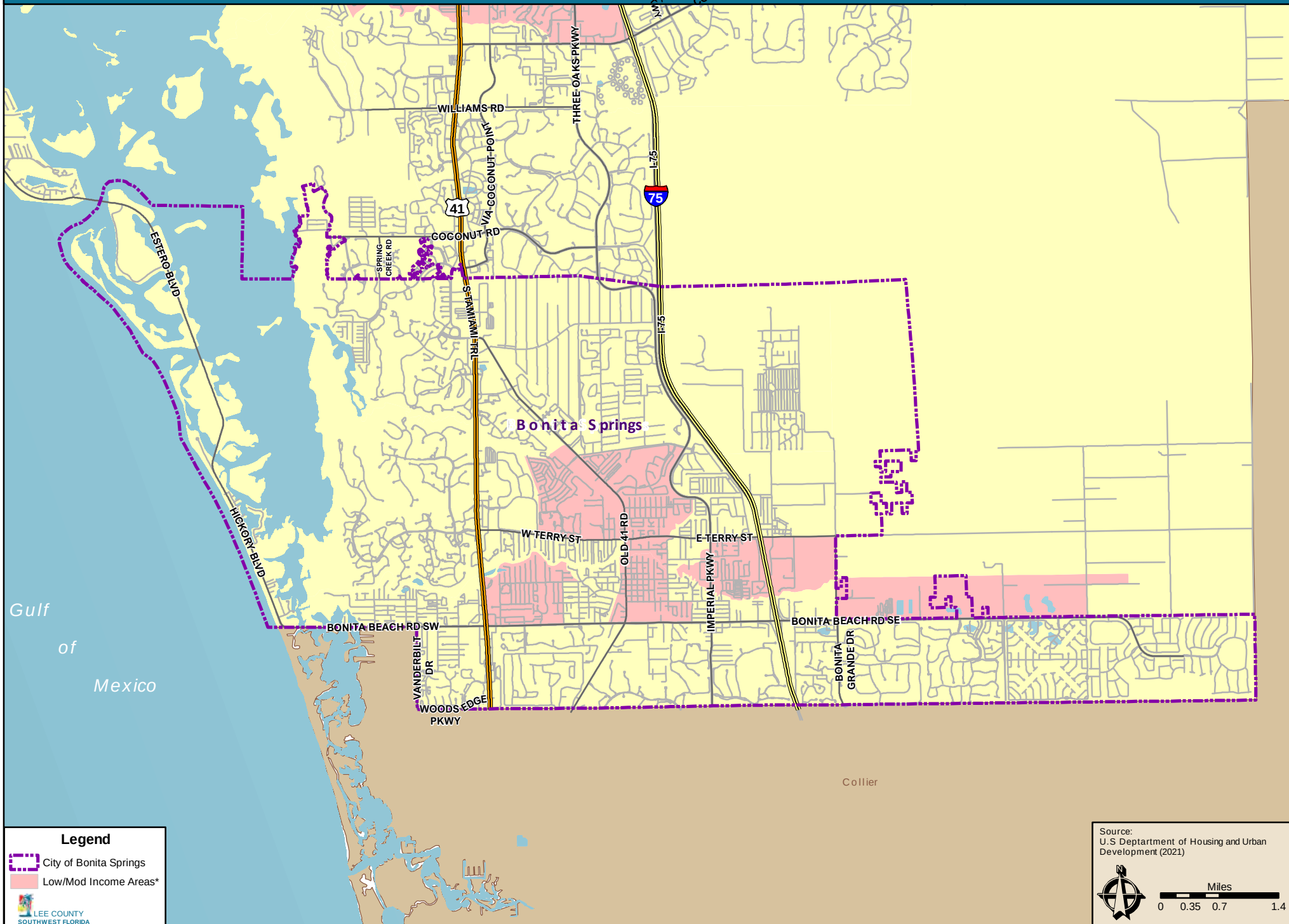
1. Low-Moderate Income Map

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Bonita Springs Census Block Groups



*Low/Mod Income Areas are areas that are 80% or less of the (AMI) Area Median Income

REQUESTED MOTION: Accept deeds from BG Mine, LLC and Bonita Grande 80, LLC and authorize the Mayor to execute documents in furtherance of acceptance.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney

STRATEGIC PRIORITY:

BACKGROUND:

Pursuant to the Settlement Agreement entered into between the City and BG Mine, LLC the City is to take title to a parcel at the terminus of Bonita Grande Drive for utilization as a regional public park. The park will have access to the Bonita Grande project's lakes and potentially to the Kiker Preserve. As part of the Settlement Agreement, BG Mine is working secure public access to the Lake Park location.

To that end, BG Mine, LLC and a related entity Bonita Grande 80, LLC have proffered deeds to the Lake Park as well as right-of-ways and associated drainage pond for portions of the required access controlled by those entities in accordance with the design plans.

The City acknowledges in accepting the Lake Park deed that the property is subject to an ongoing mining operation under the Florida Department of Environmental Protection Environmental Resource Permit No. MMR 166246-020 (the "FDEP ERP") which allows mining excavation and reclamation activities by the BG Mine that will alter the existing land conditions of the property. City Attorney will prepare a revised license agreement to cover the continued operations for the Mayor's execution and prior to the final reclamation of the mine, the parties will agree to a site reclamation plan for the Lake Park that establishes final lake edges with additional potential conveyances to the City to complement the park.

STAFF RECOMMENDATION: Approve draft deeds.

ATTACHMENTS: Draft deeds for Lake Park, right-of-way, and pond parcels.

REVIEWERS:

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

DESCRIPTION:

A PORTION OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 01 °05'40" WEST FOR 5285.50 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORD BOOK 2061, PAGE 3137, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE NORTH 01 °02'53" WEST 1339.84 FEET; THENCE SOUTH 88°55'55" WEST 191.18 FEET ALONG AN AGREED UPON LINE PER OFFICIAL RECORDS BOOK 2061, PAGE 3137, AND PAGE 3139, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO THE WEST LINE OF SECTION 17, TOWNSHIP 47, SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID AGREED UPON LINE WHICH IS THE WEST LINE OF SAID SECTION 17 NORTH 04°37'43" WEST FOR 2519.88 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 04°37'43" WEST 1493.23 FEET TO THE NORTH EAST CORNER OF SAID SECTION 17; THENCE NORTH 87°31'49" EAST 2575.70 FEET ALONG THE NORTH LINE OF SAID SECTION 17 TO THE NORTH 1/4 CORNER OF SAID SECTION 17; THENCE N 87°32'14" E., 130.67 FEET; THENCE S 14°54'37" E., 43.86 FEET; THENCE S 04°51'36" E., 66.75 FEET; THENCE S 03°07'08" W., 39.17 FEET; THENCE S 09°08'23" W., 45.21 FEET; THENCE S 18°24'24" W., 51.19 FEET; THENCE S 25°55'21" W., 26.12 FEET; THENCE S 28°38'47" W., 25.35 FEET; THENCE S 24°10'24" W., 22.68 FEET; THENCE S 11°36'41" W., 25.40 FEET; THENCE S 22°43'08" W., 29.56 FEET; THENCE S 20°08'36" W., 29.18 FEET; THENCE S 21°35'02" W., 27.20 FEET; THENCE S 17°25'19" E., 13.23 FEET; THENCE S 11°11'08" E., 33.40 FEET; THENCE S 28°15'17" W., 23.04 FEET; THENCE N 60°41'26" W., 57.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 892.71 FEET; THENCE NORTHWESTERLY, 679.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°37'01" (CHORD BEARS N 77°23'18" W., 663.29 FEET); THENCE S 80°48'15" W., 355.83 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY, 80.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°11'45" (CHORD BEARS S 85°24'07" W., 80.16 FEET); THENCE N 90°00'00"W., 282.01 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHWESTERLY, 692.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°40'36" (CHORD BEARS S 70°09'42" W., 678.73 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY, 422.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'56" (CHORD BEARS S 26°06'56" W., 410.05 FEET); THENCE S 01°54'26" W., 434.19 FEET; THENCE S 06°12'24" W., 74.97 FEET; THENCE S 10°30'20" W., 122.05 FEET; THENCE S 87°40'12" W., 230.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.00 ACRES (1,306,784 SQUARE FEET), MORE OR LESS

SURVEYOR'S NOTES:

THE DESCRIPTION SHOWN HEREON IS NEW.

ORIENTATION IS BASED ON THE NORTH LINE OF THE NORTHWEST-QUARTER SECTION 17 AS BEARING N.87°31'49"E, BASED ON FLORIDA GRID, WEST ZONE, NAD 83/90.

COORDINATES SHOWN HEREON BASED ON FLORIDA GRID, WEST ZONE, NAD/90.

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL, OR ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS MAP IS NOT VALID.

THIS IS NOT A SURVEY!

FLORIDA CERTIFICATE NO.

DATE

PREPARED BY:

THOMAS M. ROOKS JR., P.S.M.
6347

PROJECT:

PROPOSED NORTH
PARK PARCEL

ADDRESS:

PARCEL OF LAND IN SECTION
17, TWP. 47 S., R. 26 E.
LEE COUNTY, FL

CLIENT:

BG MINE LLC.

CONSULTANT:

MORRIS

DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
FL CA NO. 6632 / FL CERT NO. LB6891 / LC28000330

Fort Myers

2914 Cleveland Avenue
Fort Myers, Florida 33901
(239) 337-3993
Fax: (239) 337-3994
Toll free: 866-337-7341

Tallahassee

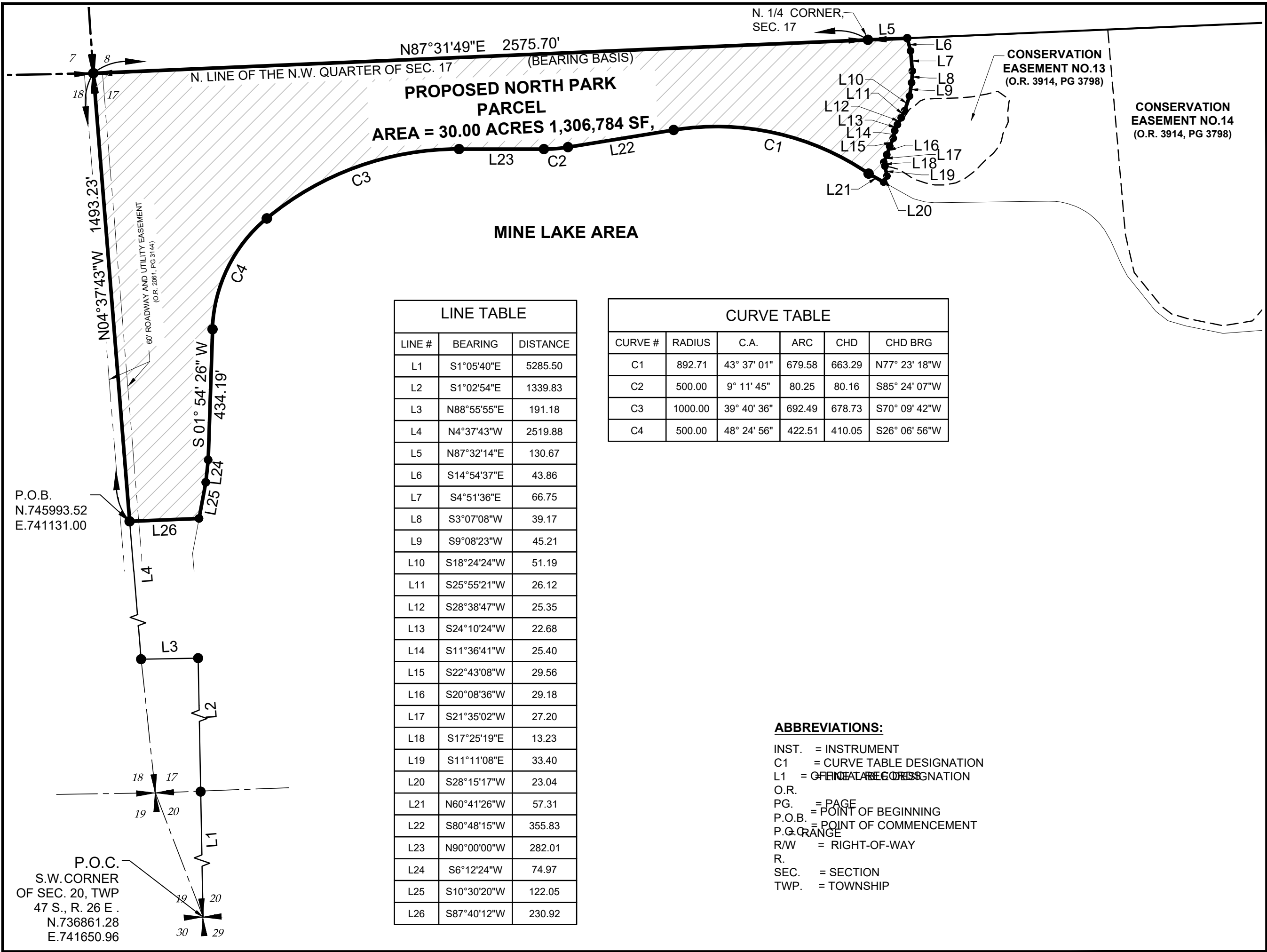
113 South Monroe Street
1st Floor
Tallahassee, Florida 32301
Toll free: 866-337-7341

Destin

5597 Highway 98
Unit 201
Santa Rosa Beach, Florida 32459
Toll free: 866-337-7341

REVISIONS	DATE
PROJECT MANAGER:	TMR
DRAWING BY:	BMH
JURISDICTION:	LEE COUNTY
DATE:	08/28/2020
SHEET TITLE:	
SKETCH AND DESCRIPTION	
SHEET NUMBER:	1 OF 2
### 0 ### ### SCALE 1"=###	
JOB/FILE NUMBER:	16027

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PROJECT:

PROPOSED NORTH PARK PARCEL

ADDRESS:
PARCEL OF LAND IN SECTION 17, TWP. 47 S., R. 26 E.
LEE COUNTY, FL

CLIENT:

BG MINE LLC.

CONSULTANT:

MORRIS

DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
FL CA NO. 6532 / FL CERT NO. LB6891 / LC28000330

Fort Myers

2914 Cleveland Avenue
Fort Myers, Florida 33901
(239) 337-9993
Fax: (239) 337-3994
Toll free: 866-337-7341

Tallahassee

113 South Monroe Street
1st Floor
Tallahassee, Florida 32301
Toll free: 866-337-7341

Destin

5597 Highway 98
Unit 201
Santa Rosa Beach, Florida 32459
Toll free: 866-337-7341

REVISIONS	DATE
PROJECT MANAGER:	TMR
DRAWING BY:	BMH
JURISDICTION:	LEE COUNTY
DATE:	08/03/2020
SHEET TITLE:	SKETCH AND DESCRIPTION
SHEET NUMBER:	2 OF 2
JOB/FILE NUMBER:	16027

3000150300

SCALE 1"=300'

© COPYRIGHT MORRIS-DEPEW ASSOCIATES, INC. 2020 ALL RIGHTS RESERVED I:\16027 Bonita Grande - Oakbrook\dwg\Park Area Sketch and description\Sketch and description.dwg -S&D SHEET 2> - Aug 04 2020 08:04:31 am PLOTTED BY: bhartley

EXHIBIT A

Pond Parcel -- Legal 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).

AND

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).

LESS and EXCEPT:

A PARCEL OF LAND (ROW PARCEL #207) LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26, 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 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 SAID EAST LINE N01°08'41"W FOR A DISTANCE OF 396.42 FEET, TO THE POINT OF BEGINNING.

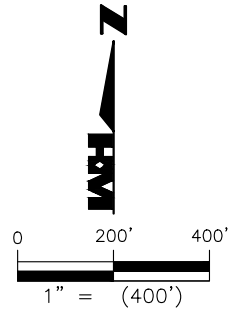
AND

A PARCEL OF LAND (ROW PARCEL #208) LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26, 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 130.00 FEET; THENCE RUN S01° 08' 41"E FOR A DISTANCE OF 93.57; 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 SAID EAST LINE N01°08'41"W FOR A DISTANCE OF 264.00 FEET, TO THE POINT OF BEGINNING.

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'



P-RCCL 108
19-47-26-B2-00001.1010
STONEBURNER KEVIN L +
DARLENE GROVE LLC
NO. 2014000255086

P-RCCL 211
20-47-26-B1-00001.0000
B6 WINE LLC
INSTR. NO. 2016000141986

S 01°05'08" E 2715.54'
"PARCEL 211" PROPOSED R-O-W
N 01°05'33" W 3481.93'

P-RCCL 107
19-47-26-B3-00001.1030
3HWA LAND HOLDINGS LLC
INSTR. NO. 2019000287391

S LINE OF SECTION 19
N LINE OF SECTION 30

POINT OF
BEGINNING
SW CORNER OF
SECTION 20

N:736852.40
E:741650.33

(BASIS OF BEARINGS) S LINE
OF SECTION 20, S88°38'33"W

S LINE OF SECTION 20
N LINE OF SECTION 29

NOT A SURVEY

DR- N BY: JNH	D-TE: 4/11/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 20-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

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

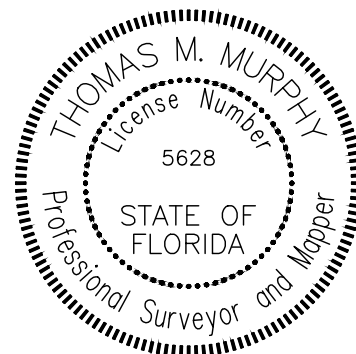
A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

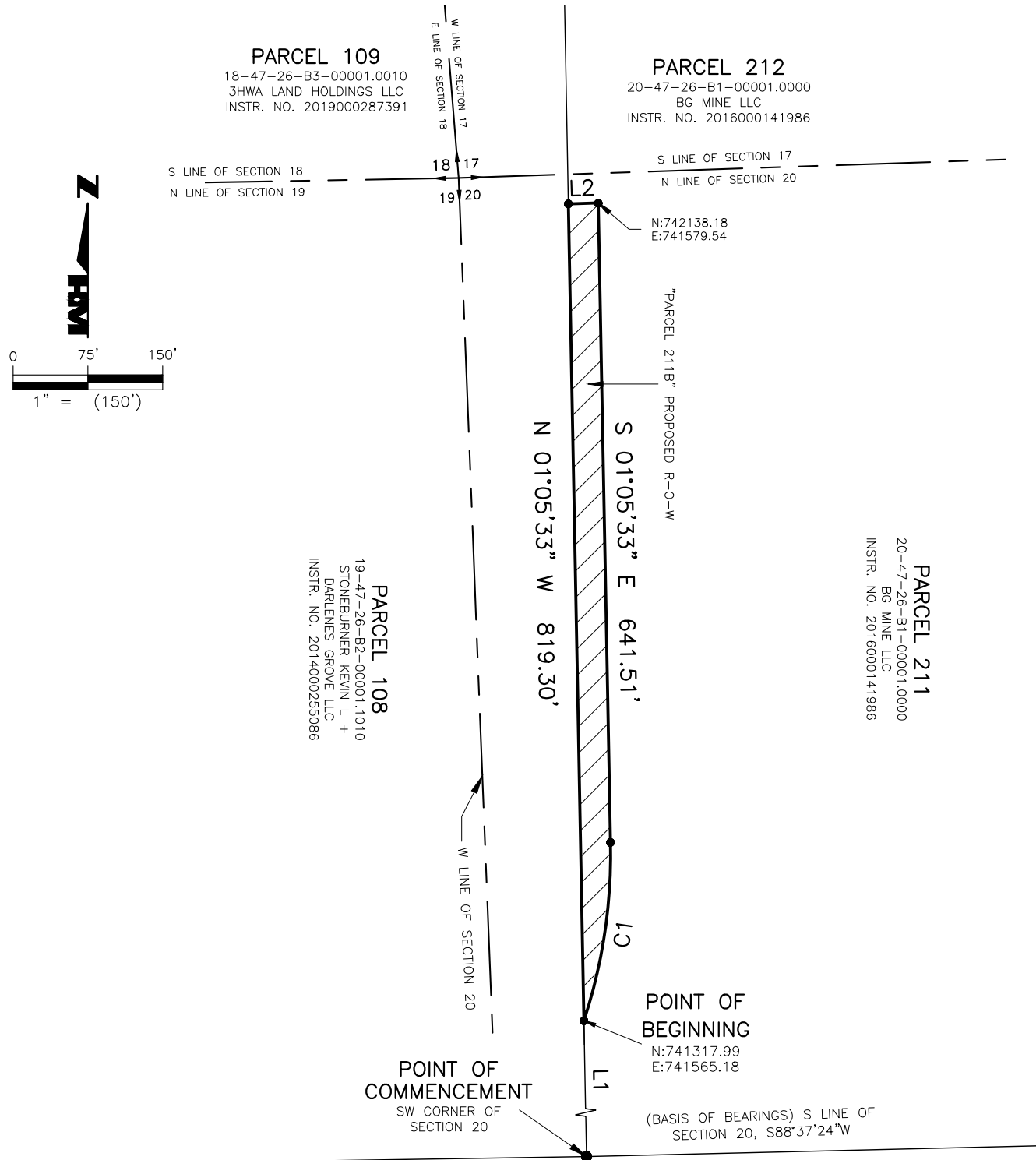
NOT A SURVEY

DRAWN BY: JNH	DATE: 4/11/2023		6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 211 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2				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
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 20-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-authorization No.1772

SKETCH AND LEGAL PARCEL 211B
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2270
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R5.dwg

LEGAL DESCRIPTION

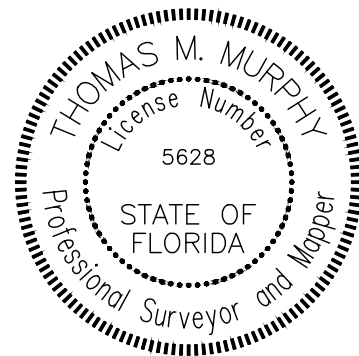
A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.

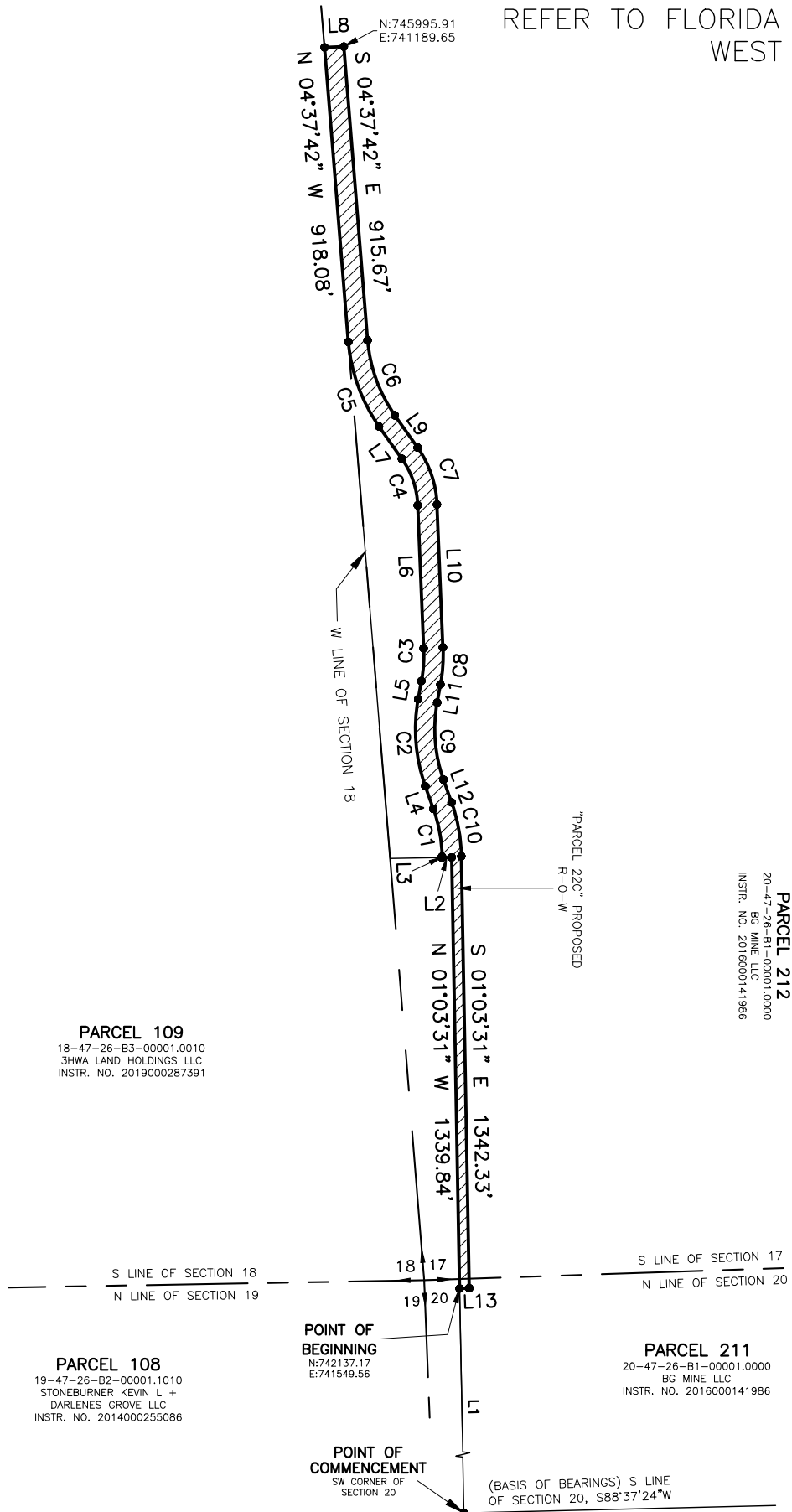
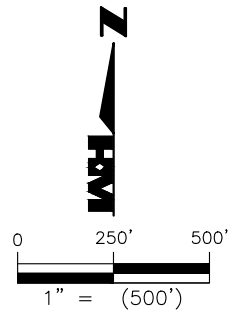
HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

DRAWN BY: JNH	DATE: 6/19/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 211B BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2			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



NOT A SURVEY

DR- N BY: JNH	D-TE: 6/19/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 17-47-26	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
-uthorization No.1772

SKETCH AND LEGAL PARCEL 212
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2270
PROJECT NO. 2016.068
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

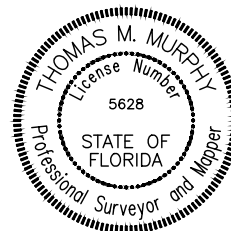
A PARCEL OF LAND LOCATED IN SECTION 17 AND SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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
SHEET # 2	OF SHEET 2
SEC-TWN-RGE: 17-47-26	

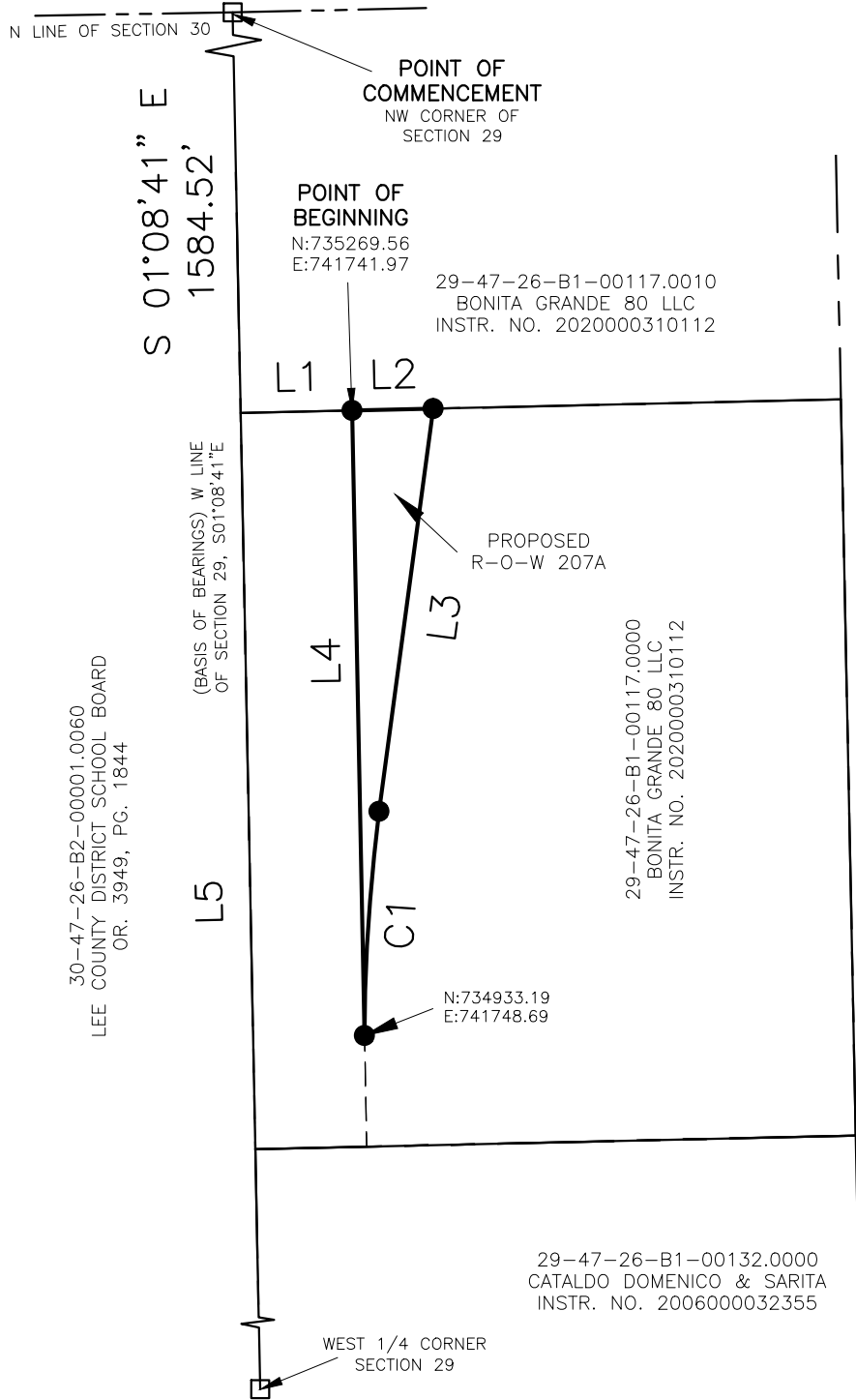
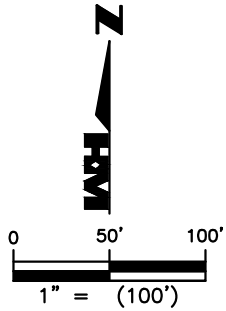


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 212
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2270
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R5.dwg

H:\2016\2016068\BOUNDARIES\2023 NEW BNDY\R1\2016068 BNDY 207A.dwg 11/9/2023 11:01:17 AM Plotted by: JosephHarm



LEGEND

- L1 = SEE LINE TABLE
- C1 = SEE CURVE TABLE
- SET 5/8" IRON PIN/CAP "LB1772"
- ▲ SET NAIL AND DISK "LB1772"
- ▲ FOUND NAIL WITH TIN
- FOUND 4X4 CONCRETE MONUMENT

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	983.35'	7°03'02"	120.93'	S 03°43'09" W	121.01'

LINE	BEARING	DISTANCE
L1	N 88°41'56" E	60.00'
L2	N 88°41'56" E	43.65'
L3	S 07°38'28" W	218.65'
L4	N 01°08'41" W	336.46'
L5	N 01°08'41" W	1056.52'

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 THE WEST LINE OF SAID SECTION 29, S01°08'41"E FOR A DISTANCE OF 1584.52 FEET; THENCE RUN N88°41'56"E FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE N88°41'56"E FOR A DISTANCE OF 43.65 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°03'02" AND BEING SUBTENDED BY A CHORD OF 120.93 FEET AT A BEARING OF S03°43'09"W, FOR AN ARC LENGTH OF 121.01 FEET; THENCE RUN N01°08'41"W FOR A DISTANCE OF 336.46 FEET, TO THE POINT OF BEGINNING.

CONTAINING 6288.68 SQUARE FEET OR 0.14 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.

NOTES:

ABSTRACT OF TITLE HAS NOT BEEN REVIEWED BY SURVEYOR.

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

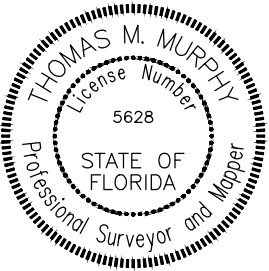
IMPROVEMENTS WITHIN PROJECT BOUNDARY AND ADJACENT TO HAVE NOT BEEN LOCATED OR SHOWN.

THIS PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/29/2023.

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

CERTIFIED TO: BG MINE LLC
BOCA GRANDE 80 LLC

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

BOUNDARY SURVEY

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

PARTY CHIEF/FIELD BOOK:	DATE:
DF-1182/20	9/29/2023
DRAWN BY:	DATE:
JNH	11/8/2023
SHEET #	OF SHEET
1	1
SEC-TWN-RGE 29-47-26	

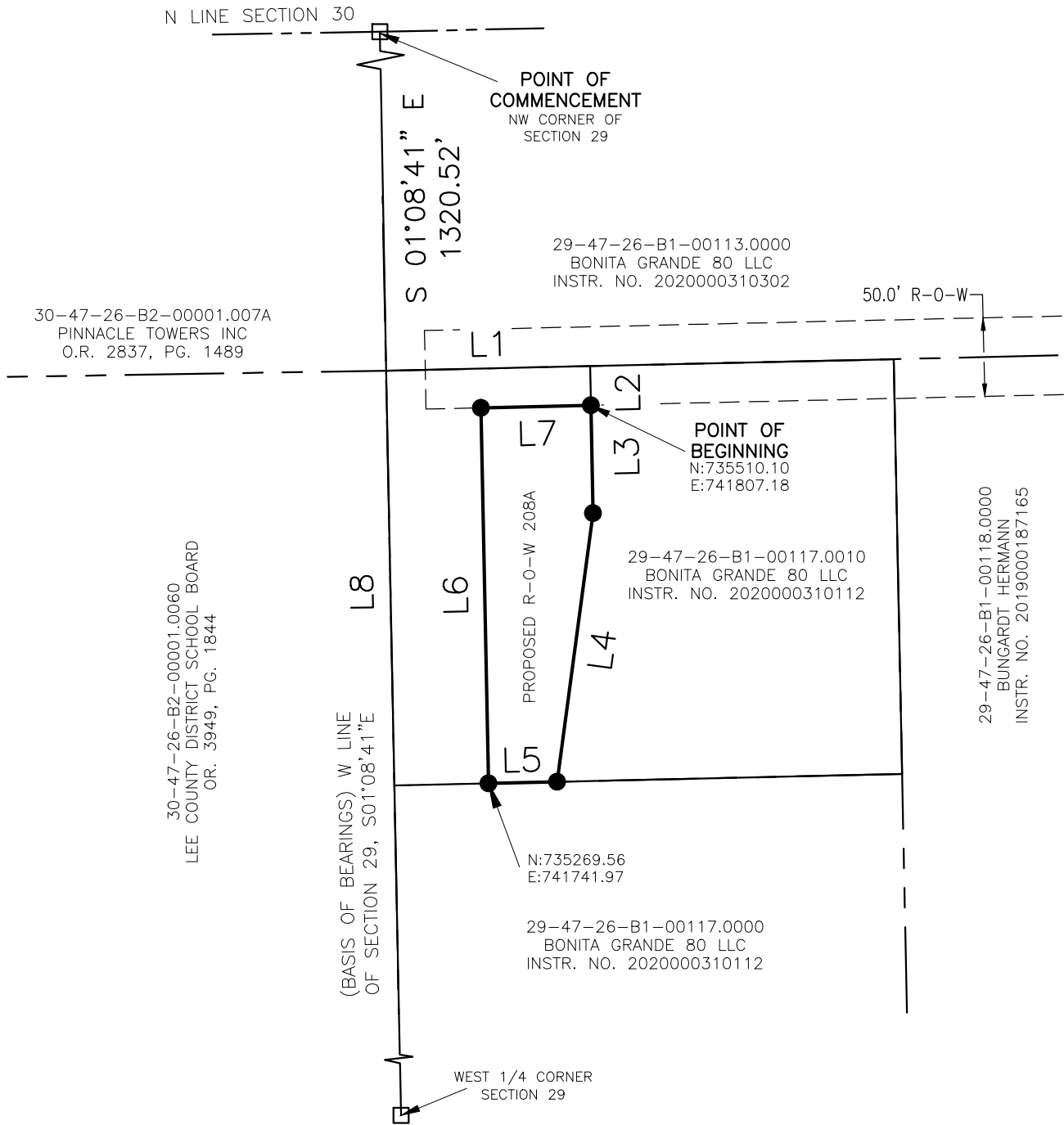
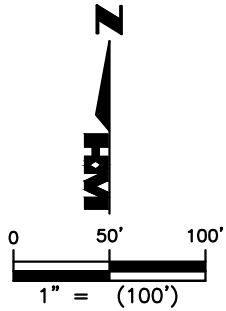


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

BONITA GRANDE EXTENSION
PARCEL 207A

DRAWING NO.
H-2399-1
PROJECT NO.
2016.068
FILE NAME:
2016068 BNDY 207A.dwg

H:\2016\2016068\BOUNDARIES\2023 NEW BNDY\R1\2016068 BNDY 208A.dwg 11/22/2023 9:19:58 AM Plotted by: JosephHarm



LEGEND

- L1 = SEE LINE TABLE
C1 = SEE CURVE TABLE
● SET 5/8" IRON PIN/CAP "LB1772"
▲ SET NAIL AND DISK "LB1772"
▲ FOUND NAIL WITH TIN
□ FOUND 4X4 CONCRETE MONUMENT

LINE	BEARING	DISTANCE
L1	N 88°41'56" E	130.00'
L2	S 01°08'41" E	25.00'
L3	S 01°08'41" E	68.57'
L4	S 07°38'28" W	172.53'
L5	S 88°41'56" W	43.65'
L6	N 01°08'41" W	239.00'
L7	N 88°41'56" E	70.00'
L8	N 01°08'41" W	1320.52'

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 1320.52 FEET; THENCE RUN N88°41'56"E FOR A DISTANCE OF 130.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S01°08'41"E FOR A DISTANCE OF 68.57 FEET; THENCE RUN S07°38'28"W FOR A DISTANCE OF 172.53 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 43.65 FEET; THENCE RUN N01°08'41"W FOR A DISTANCE OF 239.00 FEET; THENCE RUN N88°41'56"E FOR A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 14484.53 SQUARE FEET OR 0.33 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.

NOTES:

ABSTRACT OF TITLE HAS NOT BEEN REVIEWED BY SURVEYOR.

COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST

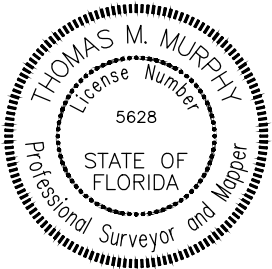
IMPROVEMENTS WITHIN PROJECT BOUNDARY AND ADJACENT TO HAVE NOT BEEN LOCATED OR SHOWN.

THIS PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/29/2023.

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

CERTIFIED TO: BG MINE LLC
BOCA GRANDE 80 LLC

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

BOUNDARY SURVEY

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

PARTY CHIEF/FIELD BOOK:	DATE:
DF-1182/20	9/29/2023
DRAWN BY:	DATE:
JNH	11/8/2023
SHEET #	OF SHEET
1	1
SEC-TWN-RGE 29-47-26	

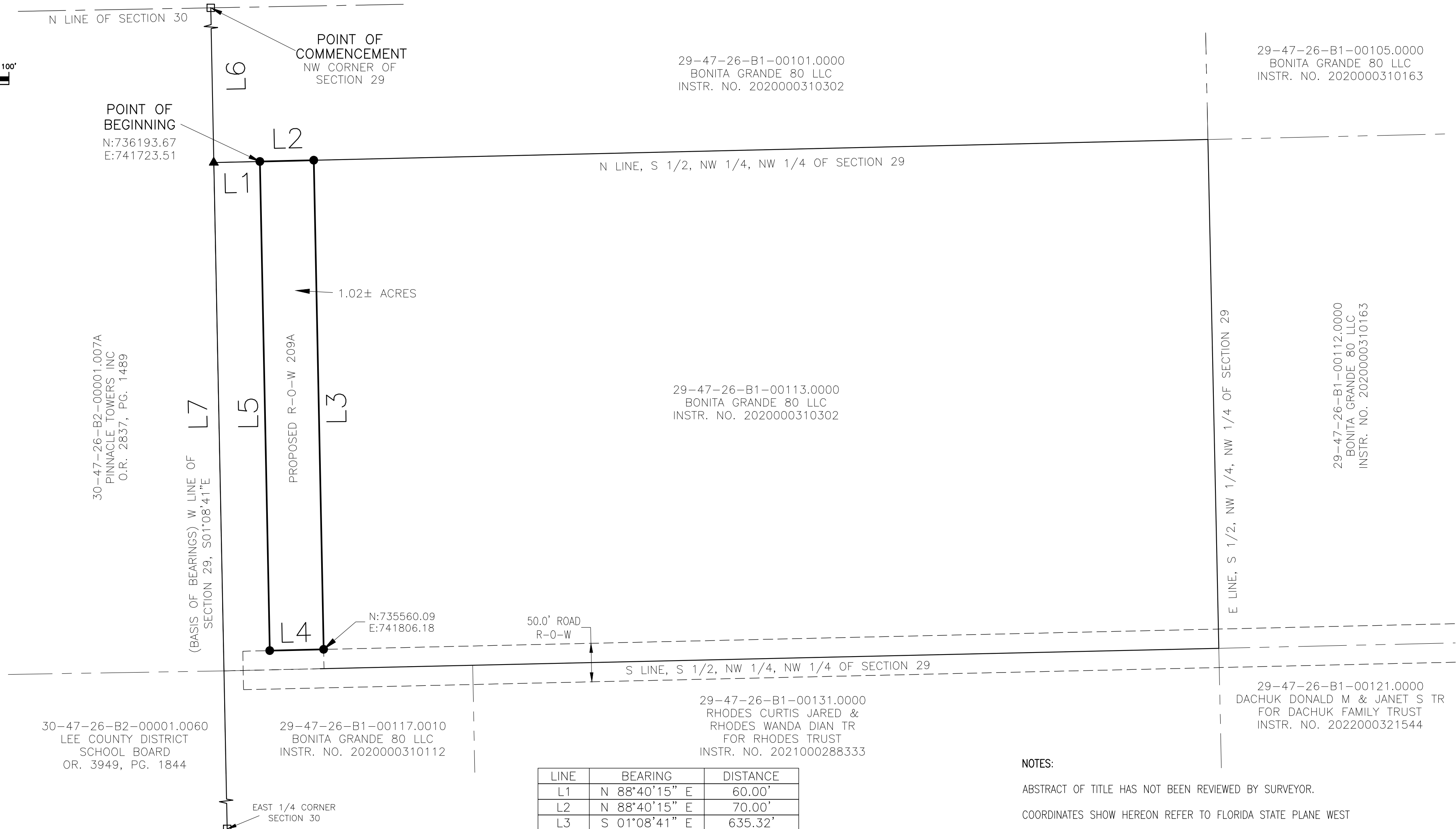
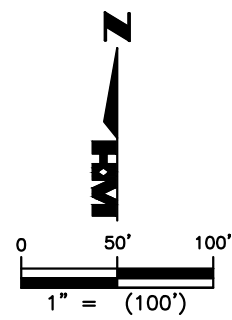


6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

BONITA GRANDE EXTENSION
PARCEL 208A

DRAWING NO.
H-2400-1
PROJECT NO.
2016.068
FILE NAME:
2016068 BNDY 208A.dwg

H:\2016\2016068\BOUNDARIES\2023 NEW BNDY.RA\2016068 BNDY 209A.dwg 11/9/2023 11:00:57 AM Plotted by: JosephHorn



LINE	BEARING	DISTANCE
L1	N 88°40'15" E	60.00'
L2	N 88°40'15" E	70.00'
L3	S 01°08'41" E	635.32'
L4	S 88°41'56" W	70.00'
L5	N 01°08'41" W	635.29'
L6	S 01°08'41" E	660.26'
L7	N 01°08'41" W	1980.78'

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; THENCE RUN N88°40'15"E FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED THENCE RUN N88°40'15"E FOR A DISTANCE OF 70.00 FEET; THENCE RUN S01°08'41"E FOR A DISTANCE OF 635.32 FEET; THENCE RUN S88°41'56"W FOR A DISTANCE OF 70.00 FEET; THENCE RUN N01°08'41"W FOR A DISTANCE OF 635.29 FEET, TO THE POINT OF BEGINNING.

CONTAINING 44471.45 SQUARE FEET OR 1.02 ACRES, 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.

NOTES:

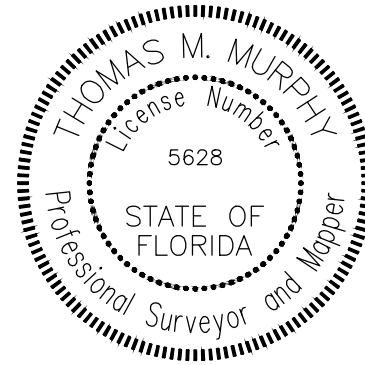
ABSTRACT OF TITLE HAS NOT BEEN REVIEWED BY SURVEYOR.
COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST
IMPROVEMENTS WITHIN PROJECT BOUNDARY AND ADJACENT TO HAVE NOT BEEN LOCATED OR SHOWN.
THIS PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/29/2023.

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

- CERTIFIED TO:
- BG MINE LLC
 - BOCA GRANDE 80 LLC

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

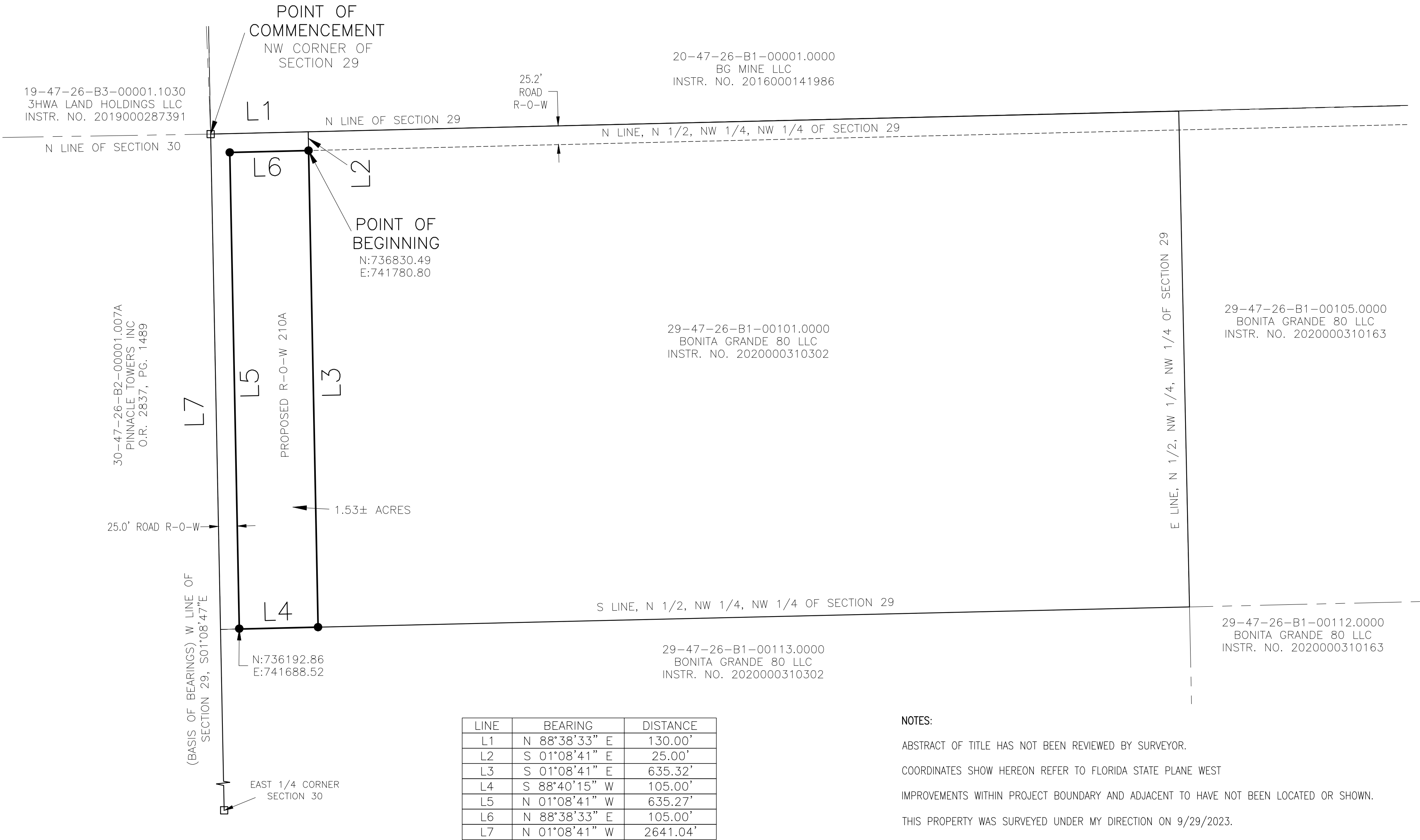
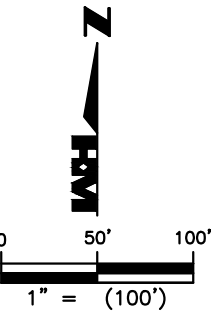
BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA



- LEGEND
- L1 = SEE LINE TABLE
 - ▲ SET NAIL AND DISK "LB1772"
 - SET 5/8" IRON PIN/CAP "LB1772"
 - FOUND 4X4 CONCRETE MONUMENT

				NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	PARTY CHIEF: DF-1182/20		DATE: 9/29/2023			6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	BONITA GRANDE EXTENSION PARCEL 209A BOUNDARY SURVEY	DRAWING NO. H-2472-1
					DRAWN BY: JNH		DATE: 11/8/2023					PROJECT NO. 2016.068
					SHEET 1		OF SHEET 1					REFERENCE NO. 2016068 BNDY 209A.dwg
					SEC-TWN-RGE 29-47-26							
												
LETTER	REVISIONS			DATE	REV BY							

H:\2016\2016068\BOUNDARIES\2023 NEW BNDY.RA\2016068 BNDY 210A.dwg 11/8/2023 4:42:43 PM Plotted by: JosephHorm



LINE	BEARING	DISTANCE
L1	N 88°38'33" E	130.00'
L2	S 01°08'41" E	25.00'
L3	S 01°08'41" E	635.32'
L4	S 88°40'15" W	105.00'
L5	N 01°08'41" W	635.27'
L6	N 88°38'33" E	105.00'
L7	N 01°08'41" W	2641.04'

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 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 25.00 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S01°08'41"E FOR A DISTANCE OF 635.32 FEET; THENCE RUN S88°40'15"W FOR A DISTANCE OF 105.00 FEET; THENCE RUN N01°08'41"W FOR A DISTANCE OF 635.27 FEET; THENCE RUN N88°38'33"E FOR A DISTANCE OF 105.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 66706.17 SQUARE FEET OR 1.53 ACRES, 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.

NOTES:

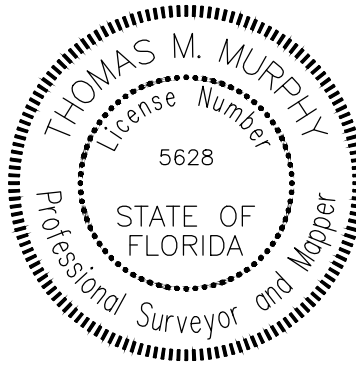
- ABSTRACT OF TITLE HAS NOT BEEN REVIEWED BY SURVEYOR.
- COORDINATES SHOW HEREON REFER TO FLORIDA STATE PLANE WEST
- IMPROVEMENTS WITHIN PROJECT BOUNDARY AND ADJACENT TO HAVE NOT BEEN LOCATED OR SHOWN.
- THIS PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/29/2023.

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

- CERTIFIED TO:
- BG MINE LLC
 - BOCA GRANDE 80 LLC

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA



- LEGEND
- L1 = SEE LINE TABLE
 - ▲ SET NAIL AND DISK "LB1772"
 - SET 5/8" IRON PIN/CAP "LB1772"
 - FOUND 4X4 CONCRETE MONUMENT

				NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	PARTY CHIEF: DF-1182/20		DATE: 9/29/2023			6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	BONITA GRANDE EXTENSION PARCEL 210A BOUNDARY SURVEY		DRAWING NO. H-2473-1			
					DRAWN BY: JNH		DATE: 11/8/2023						PROJECT NO. 2016.068			
					SHEET 1		OF SHEET 1						REFERENCE NO. 2016068 BNDY 210A.dwg			
																
LETTER	REVISIONS		DATE		REV BY	SEC-TWN-RGE 30-47-26										

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the ____ day of _____, 2024, by **BONITA GRANDE 80, LLC**, a Florida limited liability company, whose address is 4601 Garden Point Trail, Wellington, FL 33414 ("**Grantor**"), to **CITY OF BONITA SPRINGS**, a Municipal Corporation of the State of Florida, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, ("**Grantee**").

W I T N E S S E T H:

Witnesseth that the GRANTOR for and in consideration of the sum of **TEN DOLLARS (\$10.00)** DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, the following described land, situate, lying and being in the County of **Lee**, State of **Florida** to wit:

See **Exhibit A** attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "**Property**")

TO HAVE AND TO HOLD the same in fee simple forever, set out herein below;

AND the Grantor hereby covenants with the said Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; does hereby specially warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject to restrictions, easements and reservations of record, if any.

WHEREAS, the Parties acknowledge that Grantor has agreed to convey an unencumbered parcel of land (the "**ROW Parcels**" referenced in **Exhibit A**) to or for the benefit of the City, to provide the required right-of-way for a portion of the City's Bonita Grande Drive improvement project.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be affixed hereto, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

BONITA GRANDE 80, LLC,
a Florida limited liability company

By: OBPFL-BG MINE, LLC
a Florida limited liability company, its Manager

By: OAKBROOK PROPERTIES, INC.
a Delaware corporation, its Manager

Print Name: _____

By: NED E. DEWHIRST, VICE PRESIDENT

Witness

Print Name: _____

Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or ☐ online notarization ☐ this ____ day of _____, 2024, by NED E DEWHIRST, Vice President of OAKBROOK PROPERTIES, INC., a Delaware corporation, as Manager of OBPFL-BG MINE, LLC, a Florida limited liability company, as Manager of BONITA GRANDE 80, LLC, a Florida limited liability company, on behalf of the corporation and companies above ☐ is personally known to me or who ☐ has produced _____ as identification, on behalf of the corporation and companies.

My commission expires:

NOTARY PUBLIC, State of _____

Print name: _____

EXHIBIT A TO DEED

Legal Description

DRAFT

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the ____ day of _____, 20____, by **BG MINE, LLC**, a Florida limited liability company, whose address is 4601 Garden Point Trail, Wellington, FL 33414 ("**Grantor**"), to **CITY OF BONITA SPRINGS**, a Municipal Corporation of the State of Florida, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, ("**Grantee**").

W I T N E S S E T H:

Witnesseth that the GRANTOR for and in consideration of the sum of **TEN DOLLARS (\$10.00)** DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, the following described land, situate, lying and being in the County of **Lee**, State of **Florida** to wit:

See **Exhibit A** attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "**Property**")

TO HAVE AND TO HOLD the same in fee simple forever, set out herein below;

AND the Grantor hereby covenants with the said Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; does hereby specially warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject to restrictions, easements and reservations of record, if any

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be affixed hereto, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

BG MINE, LLC,
a Florida limited liability company

By: OBPFL-BG MINE, LLC
a Florida limited liability company, its Manager

By: OAKBROOK PROPERTIES, INC.
a Delaware corporation, its Manager

Print Name: _____
Witness P.O. Address _____

Witness

By: NED E. DEWHIRST, VICE PRESIDENT

Print Name: _____
Witness P.O. Address _____

Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or ☐ online notarization ☐ this ____ day of _____, 2024, by NED E DEWHIRST, Vice President of OAKBROOK PROPERTIES, INC., a Delaware corporation, as Manager of OBPFL-BG MINE, LLC, a Florida limited liability company, as Manager of BG MINE, LLC, a Florida limited liability company, on behalf of the corporation and companies above ☐ is personally known to me or who ☐ has produced _____ as identification, on behalf of the corporation and companies.

My commission expires:

NOTARY PUBLIC, State of _____
Print name: _____

DRAFT

EXHIBIT A TO DEED
Legal Description for Lake Park

DRAFT

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the ____ day of _____, 2024, by **BONITA GRANDE 80, LLC**, a Florida limited liability company, whose address is 4601 Garden Point Trail, Wellington, FL 33414 ("**Grantor**"), to **CITY OF BONITA SPRINGS**, a Municipal Corporation of the State of Florida, whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, ("**Grantee**").

W I T N E S S E T H:

Witnesseth that the GRANTOR for and in consideration of the sum of **TEN DOLLARS (\$10.00)** DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, the following described land, situate, lying and being in the County of **Lee**, State of **Florida** to wit:

See **Exhibit A** attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "**Property**")

TO HAVE AND TO HOLD the same in fee simple forever, set out herein below;

AND the Grantor hereby covenants with the said Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; does hereby specially warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject to restrictions, easements and reservations of record, if any.

WHEREAS, the Parties acknowledge that Grantor has agreed to convey an unencumbered parcel of land (the "**Pond Parcel**" referenced in **Exhibit A**) to or for the benefit of the City, to facilitate stormwater management treatment and attenuation necessary for a portion of the City's Bonita Grande Drive improvement project.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be affixed hereto, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

BONITA GRANDE 80, LLC,
a Florida limited liability company

By: OBPFL-BG MINE, LLC
a Florida limited liability company, its Manager

By: OAKBROOK PROPERTIES, INC.
a Delaware corporation, its Manager

Print Name: _____

By: NED E. DEWHIRST, VICE PRESIDENT

Witness

Print Name: _____

Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or ☐ online notarization ☐ this ____ day of _____, 2024, by NED E DEWHIRST, Vice President of OAKBROOK PROPERTIES, INC., a Delaware corporation, as Manager of OBPFL-BG MINE, LLC, a Florida limited liability company, as Manager of BONITA GRANDE 80, LLC, a Florida limited liability company, on behalf of the corporation and companies above ☐ is personally known to me or who ☐ has produced _____ as identification, on behalf of the corporation and companies.

My commission expires:

NOTARY PUBLIC, State of _____

Print name: _____

EXHIBIT A TO DEED

Legal Description for Pond Parcel

DRAFT

REQUESTED MOTION: Approve land dedication agreement and accept deed from the Lee County School Board and authorize the Mayor to execute documents in furtherance of acceptance.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney

STRATEGIC PRIORITY:

BACKGROUND:

Pursuant to the Settlement Agreement entered into between the City and BG Mine, LLC the City is to take title to a parcel at the terminus of Bonita Grande Drive for utilization as a regional public park. The park will have access to the Bonita Grande project's lakes and potentially to the Kiker Preserve. As part of the Settlement Agreement, BG Mine is working to secure public access to the Lake Park location.

Similar to other recent land dedications, BG Mine has arranged to compensate the Lee County School Board for land necessary to secure access to the Lake Park in accordance with the right-of-way design plans.

STAFF RECOMMENDATION: Approve draft agreement and accept deed.

ATTACHMENTS: Draft land dedication agreement and deed.

REVIEWERS:

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

LAND DEDICATION AGREEMENT

THIS LAND DEDICATION AGREEMENT ("Agreement") is made and entered into as of November ____, 2023, by and between **The School Board of Lee County, Florida** (the "**School Board**"), the **City of Bonita Springs**, a municipal corporation (the "**City**") and **BG Mine, LLC**, a Florida limited liability company ("**BGM**") (collectively the "**Parties**").

W I T N E S S E T H:

WHEREAS, BGM owns approximately 1243 +/- acres of land located in the City of Bonita Springs Florida, said property being legally described in **Exhibit "A"** attached hereto ("**BGM Property**"); and

WHEREAS, the City is pursuing the necessary entitlements to construct improvements to the existing Bonita Grande Drive north of East Terry Street (the "**Improvements**"), that will serve a City park, as described on **Exhibit "B"** attached hereto, the public and the BGM Property; and

WHEREAS, the School Board is the owner of that certain tract of land located in Lee County, Florida, as described on **Exhibit "C"** hereto (the "**School Board Parcel**"); and

WHEREAS, a portion of the School Board Parcel is needed for the Improvements, which will include but not be limited to roadway, public utilities, drainage, landscaping, lighting, sidewalk/bike paths and roadway related signage; and

WHEREAS, the Parties desire to formalize and provide for the construction, operation, repair, and maintenance of the Improvements.

NOW THEREFORE, for and in consideration of the foregoing premises, and Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Grant of Warranty Deed. The School Board shall execute and the City shall accept a warranty deed to the City conveying a portion of the School Board Parcel (the "**Dedicated Property**") in a form attached as **Exhibit "D"**, and as more specifically described in **Exhibit "E"** attached hereto for the use and benefit of the City to design, permit and construct the Improvements over, upon and across the Dedicated Property, all subject to the terms of this Agreement. The grant of warranty deed shall occur on or before the Dedication Date (as defined below).
2. Payment. BGM shall pay the School Board a Dedication Fee (as defined below) for the Dedicated Property which shall be delivered to the School Board by wire transfer in immediately available funds on or before April 1, 2024 (the "**Dedication Date**"). The Dedication Fee is equal to the greater of (1) \$150,000.00 or (2) the appraised value of the Dedicated Property, and, in either event, the Dedication Fee shall, in addition to the foregoing greater amount, include School Board's reasonable, third party, out-of-pocket costs and expenses incurred with respect to this Agreement (collectively,

“**Third Party Costs**”) which shall be provided by the School Board to BGM prior to the Dedication Date, plus a commission to Trinity Commercial Group in the amount of 4% of the Dedication Fee (exclusive of School Board’s third party costs and expenses) paid by BGM on or before the Dedication Date.

3. Plans and Specifications. The plans and specifications for the Improvements (the “**Plans**”) are attached as **Exhibit “F”**. BGM represents and warrants that the Plans are in accordance with the requirements of the City’s Land Development Code and BGM’s Residential Planned Development (“**RPD**”). The Plans are subject to review and approval by the applicable government agencies. Subject to Section 4 below, BGM reserves the right to make non-material modifications to the Plans as may be required by applicable governmental agencies without the necessity of obtaining any further approvals from the School Board. The Plans include applicable access, drainage outfall and utilities to service the City Park, the RPD, and the School Board Parcel. BGM shall be responsible, at its sole cost and expense, for properly dealing with all drainage and stormwater runoff related to the Improvements and for properly dealing with any utility conflicts arising from the rights granted by this Agreement and the existing rights of any utility company in the Dedicated Property, and the School Board shall not be required to provide any additional property rights or interests or pay any costs in connection therewith.
4. Permitting. BGM at its sole cost and expense shall secure permits and other required governmental authorization for construction of the Improvements in accordance with the Plans. The School Board shall reasonably cooperate with BGM with respect to such permit submittals including, without limitation, signing such reasonable documents that may be necessary to be signed by the School Board at no cost to the School Board. Any material design changes necessary to obtain permit approvals for the Improvements that negatively impact the School Board Parcel shall be subject to the School Board’s approval.
5. Construction. BGM at its sole cost and expense shall construct the Improvements in accordance with the Plans and applicable governmental permits. BGM and the City acknowledge that the Florida Power and Light Company (“**FPL**”) has an easement interest within the Dedicated Property pursuant to that certain Easement recorded in Official Records Book 2229, Page 2250 of the Public Records of Lee County, Florida (“**FPL Easement**”). BGM agrees, at its sole cost and expense, to coordinate with FPL to release the FPL Easement and relocate it, if necessary, with such relocation subject to School Board’s approval, which approval may not be unreasonably withheld.
6. Maintenance. Upon completion of construction, the Improvements will be operated, repaired and maintained, at no cost or expense to School Board, by either: (i) BGM Property’s master association to be created by BGM or assigns (the “**Association**”); (ii) a community development district serving the BGM Property (“**CDD**”); or iii) a governmental entity such as the City. Following completion of construction of the Improvements, upon assumption of the repair and maintenance responsibilities by the Association, the CDD, or a governmental agency, BGM shall be released from any further responsibility hereunder; provided, however, as a condition precedent to such

release, BGM must provide School Board with sufficient documentation, in School Board's reasonable discretion, evidencing the assignment and assumption of such obligations, with all cost and expense paid by BGM.

7. Insurance and Indemnity. Prior to any entry onto the remainder of the School Board Parcel, BGM shall provide or cause to provide a copy of one or more insurance policies, as applicable, demonstrating 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 School Board 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 School Board 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 School Board 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 policies shall (i) be provided by written notice to School Board as set forth in Section 12 hereof, and (ii) provide that the applicable policies shall not be cancelled without thirty (30) days advance written notice to School Board. BGM shall indemnify, defend and hold School Board, its shareholders, members, partners, trustees, beneficiaries, officers, directors, employees, administrators, staff, and agents, and their respective affiliates, harmless for and from all costs, expenses, claims, damages, causes of action and liabilities (including, without limitation, for attorneys' fees and related costs) incurred by any of such persons or entities arising from or connected in any way with any activities conducted within the School Board Parcel by BGM, or its contractors, subcontractors, employees or authorized agents.
8. Default. In the event of any default under this Agreement, the non-defaulting party shall have the right to proceed in law or in equity, including the right to specific performance, to enforce its rights under this Agreement. Notwithstanding the foregoing, each party shall be entitled to written notice and thirty (30) days opportunity to cure any specified default; provided, however, that if the default should by its nature require more than thirty (30) days to cure, then the defaulting party shall commence efforts to cure within the thirty (30) day period and thereafter use commercially reasonable efforts to diligently cure the default. Notwithstanding the foregoing, in no event shall a notice and cure period exceed one hundred eighty (180) days.
9. Assignment. BGM may assign any rights under this Agreement, in whole or in part, after BGM has secured the required permits for construction of the Improvements to any third party owning all or any portion of the BGM Property or any real property adjacent thereto. BGM shall not be released from liability related to this Agreement

until (1) (A) BGM has provided the School Board with payment of the Dedication Fee and Third Party Costs and (B) the construction of the Improvements have been completed or (2) termination of this Agreement.

10. Litigation. In the event any litigation results from a default under this Agreement, the parties will each bear their own costs and attorneys' fees. The venue of any such proceeding shall exclusively be in Lee County, Florida.
11. Amendment. This Agreement may be amended only with the written consent of the Parties. Any amendment shall be recorded in the Public Records of Lee County, Florida.
12. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand-delivered, sent by FedEx or a comparable overnight mail or delivery service, mailed by U.S. certified mail, return receipt requested, postage prepaid, or transmitted by electronic mail (with confirmation sent by any of the other means described in this sentence) to the Parties, at the following addresses and/or facsimile numbers:

If to BGM:	BG Mine, LLC c/o Oakbrook Properties, Inc. 6200 Whiskey Creek Drive Fort Myers, Florida 33919 Attn: Ned Dewhirst Phone: (239) 992-5529 x403 Email: ndewhirst@oakbrookco.com
With a copy to:	BG Mine, LLC c/o Oakbrook Properties, Inc. 4601 Garden Point Trail Wellington, Florida 33414 Attn: Joyce McArdle Phone: 708.431.2235 Email: jmcardle@oakbrookco.com
If to School Board:	The School Board of Lee County, Florida Office of Superintendent 2855 Colonial Boulevard Fort Myers, FL 33966 Attn: Superintendent of Schools Email: christophersbe@leeschools.net Telephone: (239) 337-8300
With a copy to:	Michael P. Lehnert, Esq. Pavese Law Firm 1833 Hendry Street Fort Myers, FL 33902 Email: Michaellehnert@paveselaw.com Telephone: (239) 336-6280

Office of Legal Services
2855 Colonial Boulevard
Fort Myers, FL 33966
Attn: School Board Attorney and
General Counsel
Email: kathyd@leeschools.net
Telephone: (239) 337-8512

If to the City: City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Attn: Arleen Hunter
arleen.hunter@cityofbonitasprings.org

With a copy to: Gray Robinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, FL 33901
Attn: Derek Rooney, Esq.
Derek.rooney@gray-robinson.com

13. Binding Effect. The terms, conditions, covenants and restrictions set forth in this Agreement shall be deemed covenants running with the land, and the Parties shall be bound by all of the provisions set forth herein. This Agreement shall be binding on and inure to the benefit of the Parties and their respective future grantees, successors and assigns.
14. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.
15. Effective Date. The effective date (“**Effective Date**”) shall mean the date when the last one of the three Parties have signed this Agreement.
16. Sovereign Immunity Not Waived. Notwithstanding anything herein to the contrary, neither the School Board nor City agree that by execution of this Agreement, either party will be deemed to have waived, or in any way diminished, their statutory defense of sovereign immunity, or increased their limits of liability as provided for in §768.28, Florida Statutes, as it may be revised or amended from time to time.

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under seal as of the day and year first written above.

**THE SCHOOL BOARD OF LEE
COUNTY, FLORIDA:**

Signed and delivered in the presence of
the following witnesses:

By: _____

Print Name: _____

By: _____

Name: Christopher S. Bernier, Ed.D.

Title: Superintendent of Schools

By: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2023, by
_____, the
_____ of _____, who is
personally known to me or has produced _____ as identification (circle one).

Notary Public

Print Name: _____

My Commission Expires: _____

(Notarial Seal)

BGM:

Signed and delivered in the presence of
the following witnesses:

BG Mine, LLC

By: _____
Print Name: _____

By: _____
Name: Ned Dewhirst
Title: SR VP Oakbrook Properties, Inc.,
Manager for LLC

By: _____
Print Name: _____

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2023, by Ned Dewhirst, who is
personally known to me or has produced _____ as identification (circle one).

Notary Public

Print Name: _____

My Commission Expires: _____

(Notarial Seal)

ATTEST:
_____, CLERK

**CITY OF BONITA SPRINGS,
FLORIDA**

By: _____
Deputy Clerk

By: _____
_____, Chair

Print Name

Approved as to form:

Office of City Attorney

EXHIBIT “A”

BGM Property

[Add legal / sketch]

EXHIBIT “B”

City Park

[Add legal /sketch]

EXHIBIT “C”

School Board Parcel

[Add legal / sketch]

EXHIBIT “D”

Warranty Deed Form

[Add form]

EXHIBIT “E”

Dedicated Property

[Add legal /sketch]

EXHIBIT “F”

Plans

[Add plans]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the ____ day of _____, 2023, from **THE SCHOOL BOARD OF LEE COUNTY, FLORIDA** ("**Grantor**"), to **CITY OF BONITA SPRINGS**, a Municipal Corporation of the State of Florida ("**Grantee**").

W I T N E S S E T H:

WITNESSETH that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration received from Grantee, the adequacy and receipt of which are hereby acknowledged, hereby grants, bargains, sells and conveys to the Grantee, its successors and assigns forever, the real property located in Lee County, Florida, described as:

See **Exhibit A** attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "**Property**")

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year of 2023 and subsequent years; covenants, conditions, restrictions, easements, reservations, and limitations of record, if any, and further subject to the reversion rights of Grantor, its successors and assigns, set out hereinbelow;

AND the Grantor hereby covenants with the said Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; does hereby specially warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject to restrictions, easements and reservations of record, if any.

WHEREAS, the Parties acknowledge that Grantor has agreed to convey an unencumbered parcel of land (the "**ROW Parcel**" referenced in **Exhibit A**) to or for the benefit of the City, to provide the required right-of-way for a portion of the City's Bonita Grande Drive improvement project (the "**Improvements**"). Grantor reserves, for itself and its successors and assigns, a non-exclusive, appurtenant easement to use the ROW Parcel for access to and from the Property until Grantee has accepted the dedication and maintenance of the completed roadway of which the Improvements are a part.

Note to Clerk – This conveyance is subject only to minimum documentary stamp taxes.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be affixed hereto, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed, and delivered in presence of:

THE SCHOOL BOARD OF LEE
COUNTY, FLORIDA

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

By: _____
Print Name: Christopher S. Bernier, Ed.D.
Its: Superintendent of Schools

RATIFIED AND APPROVED:

By: _____
Print Name: Armor Persons
Its: Chair

APPROVED AS TO FORM:

By: _____
Print Name: Kathy Dupuy-Bruno
Its: School Board Attorney and
General Counsel

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

Before me, a Notary Public in and for said County and State, by ____ physical appearance or ____ online notarization, personally appeared Christopher S. Bernier, Ed.D, as Superintendent of Schools of THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, who acknowledged the execution of the foregoing Special Warranty Deed as such, and who, has been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Signature

Printed Name of Notary Public

My Commission Expires:

EXHIBIT A TO DEED

Legal Description

(See attached)

REQUESTED MOTION: Presentation and review of the December 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 December 31, 2023, financial report. This is the initial 3 months of the new 2023-2024 fiscal year.

Please note that staff is in the process of developing an estimated fund balance as of September 30, 2023, which will be completed in April along with the audit completion.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

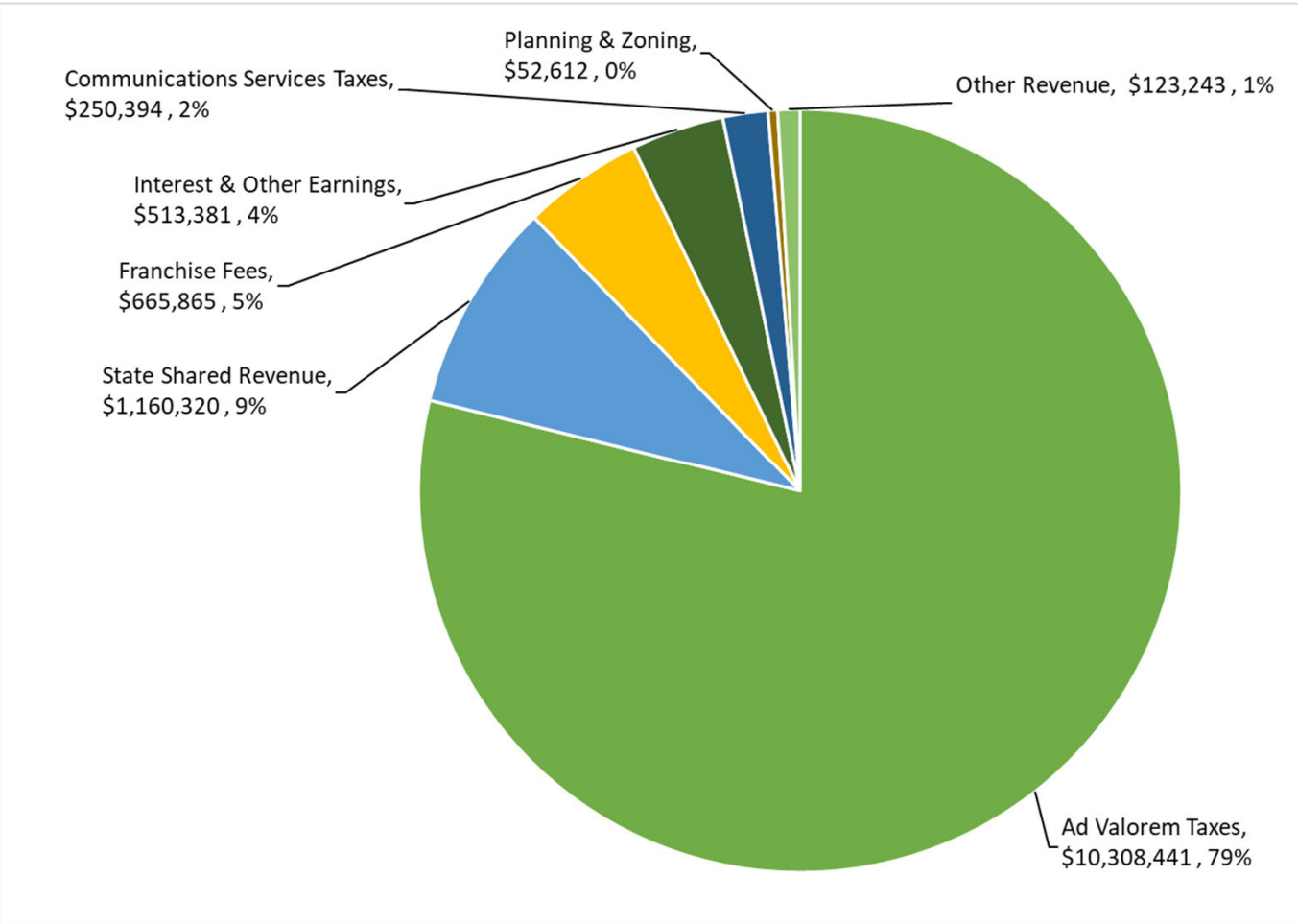
REVIEWERS:

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

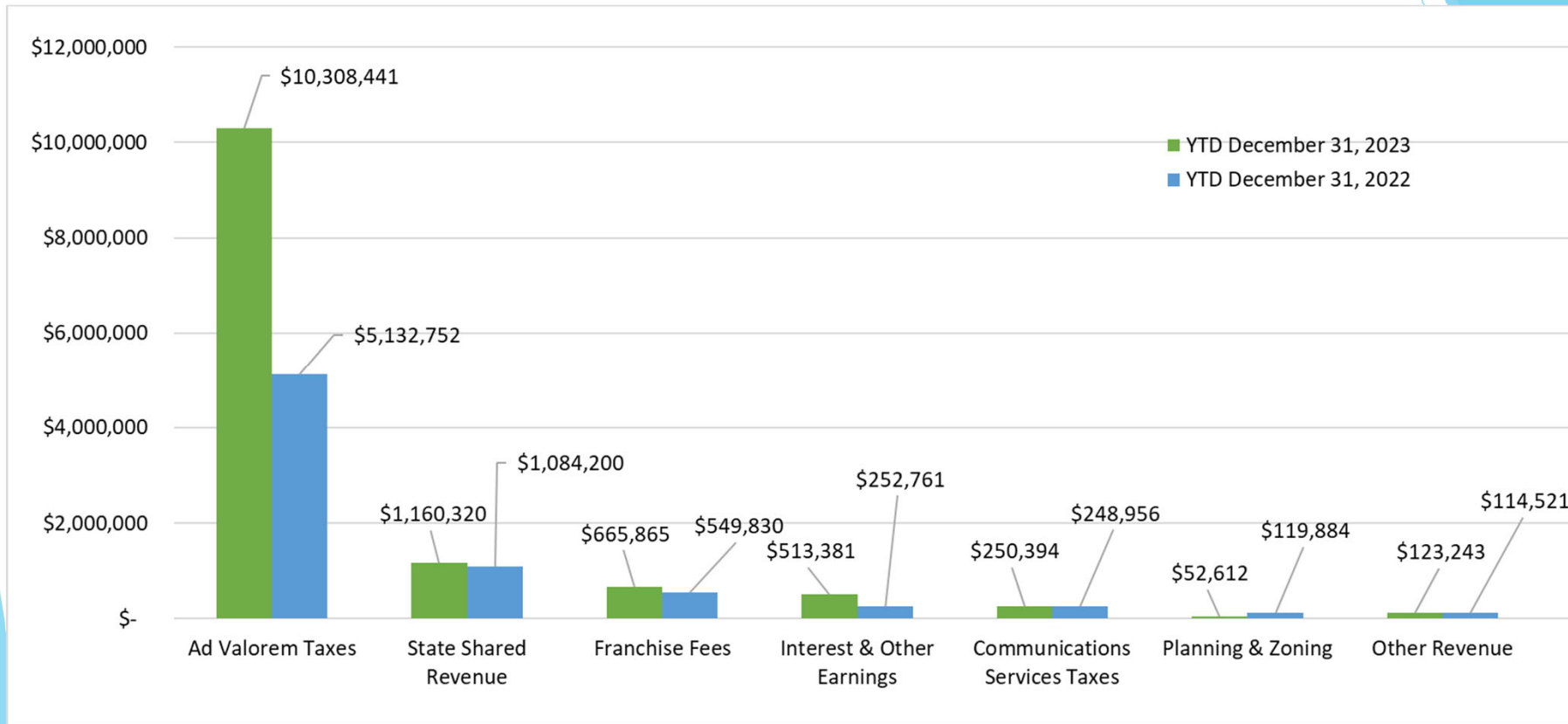
December Financial Report



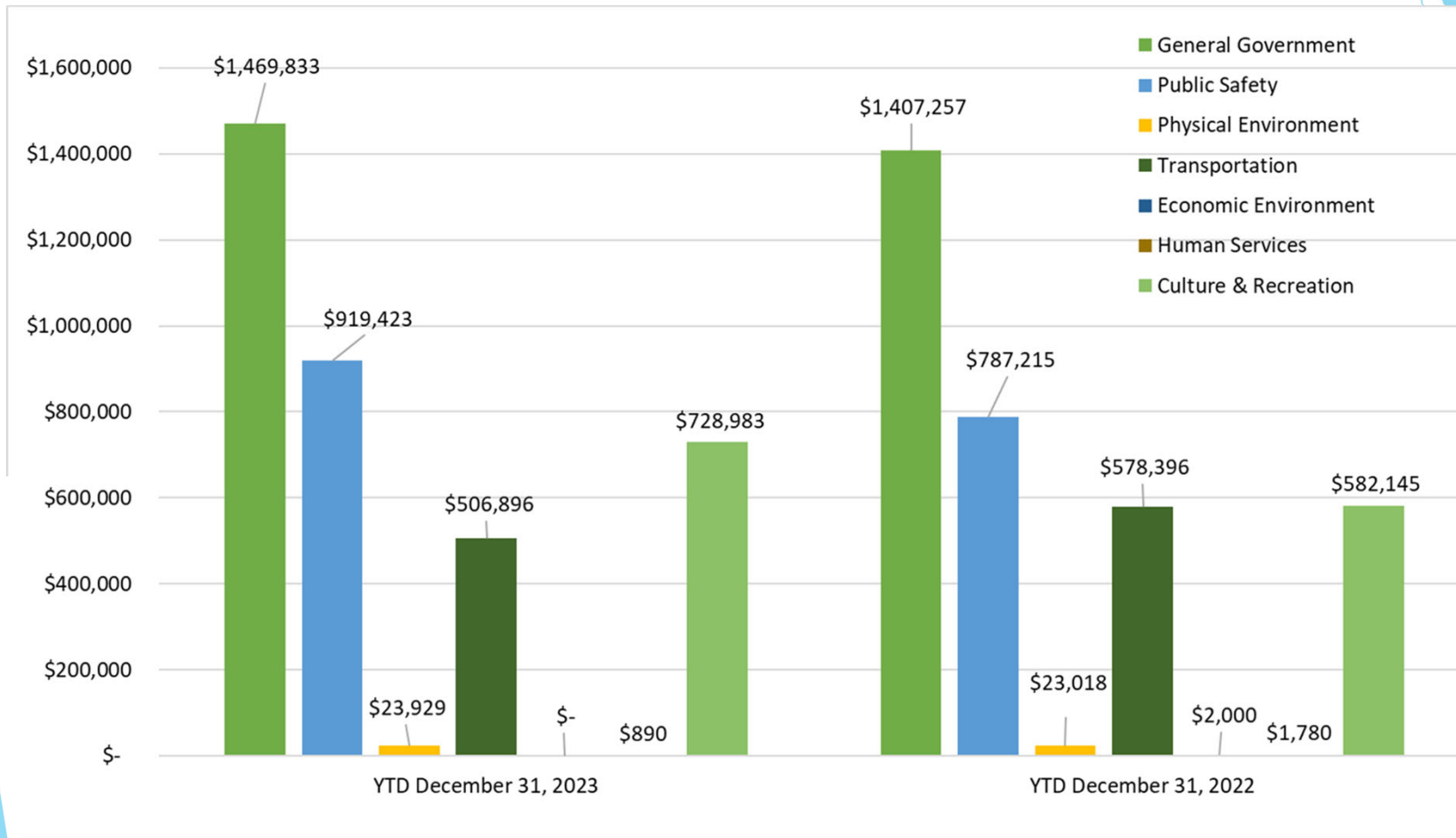
General Fund Revenue as of December 31, 2023



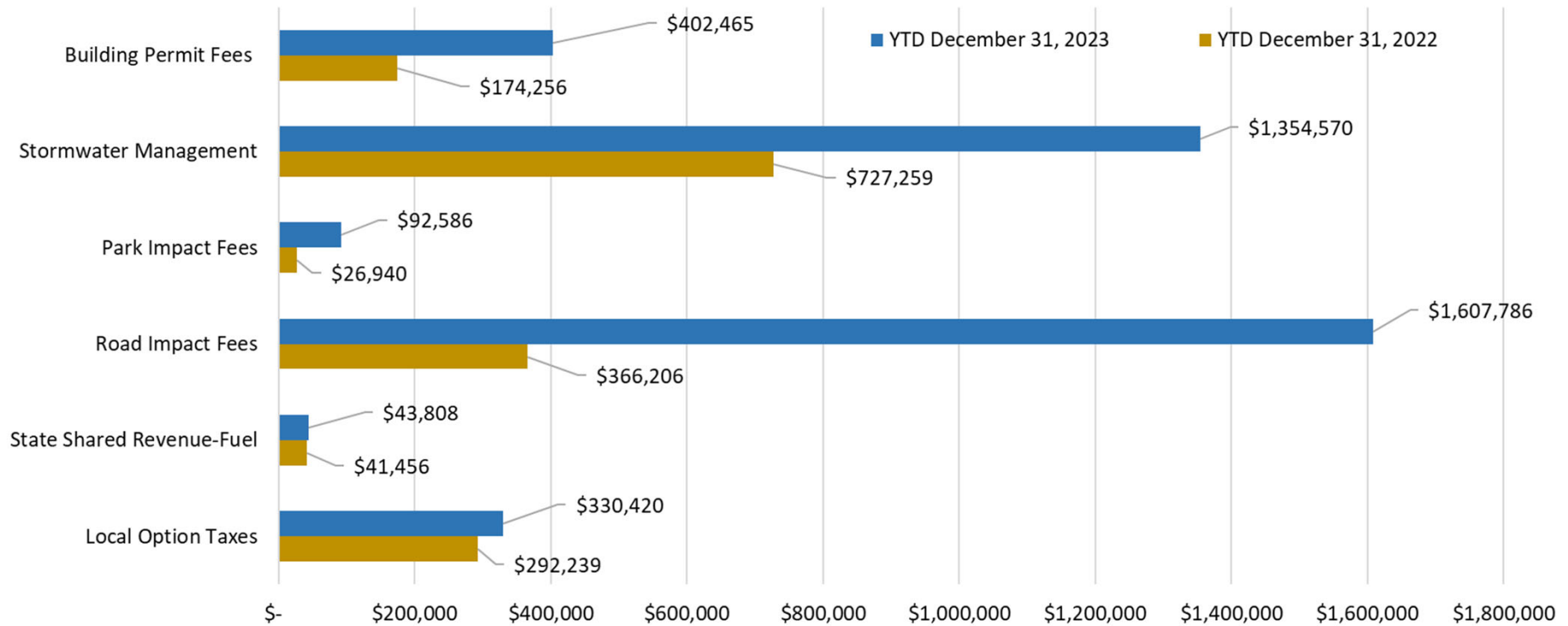
General Fund Revenue



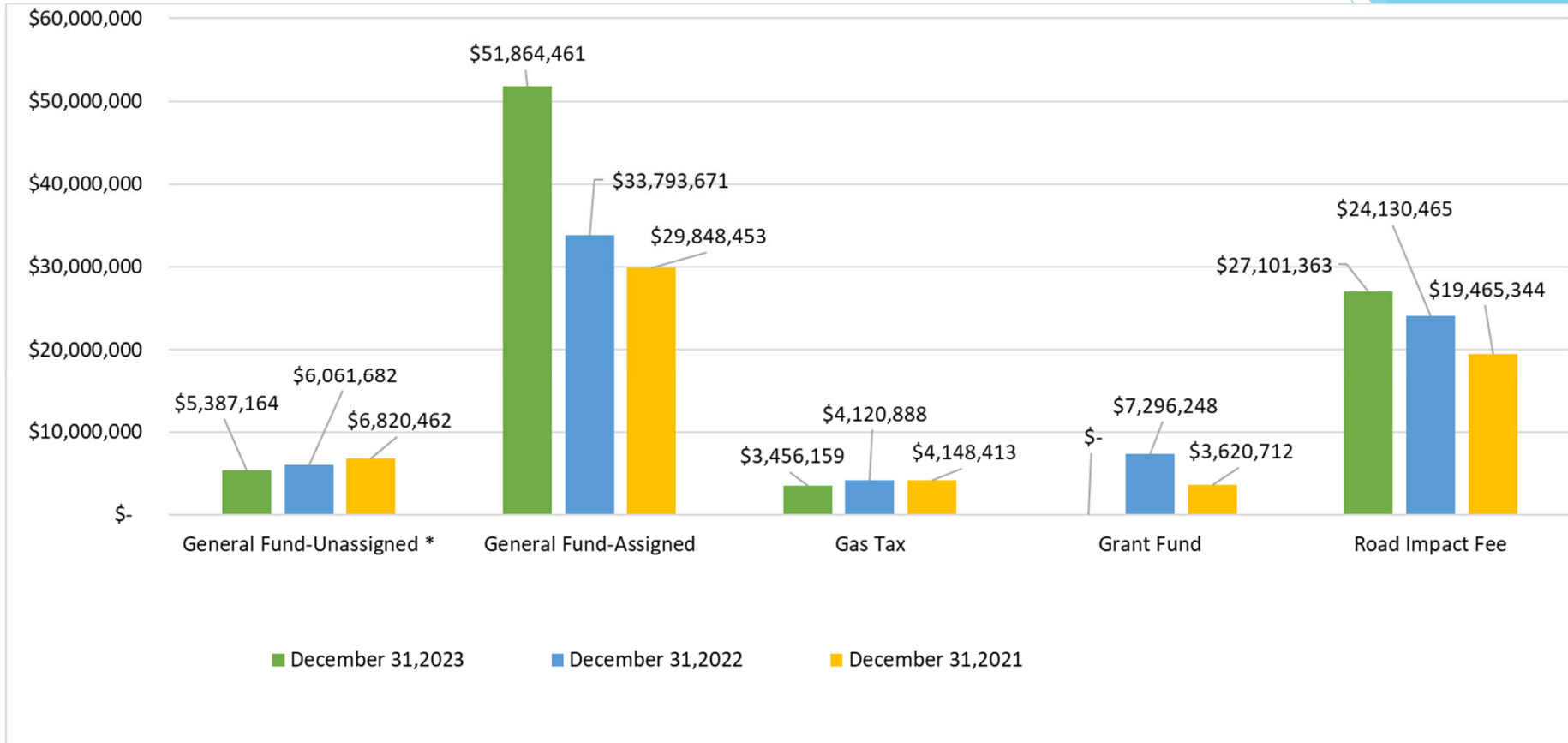
General Fund Expenditures



Restricted Revenue

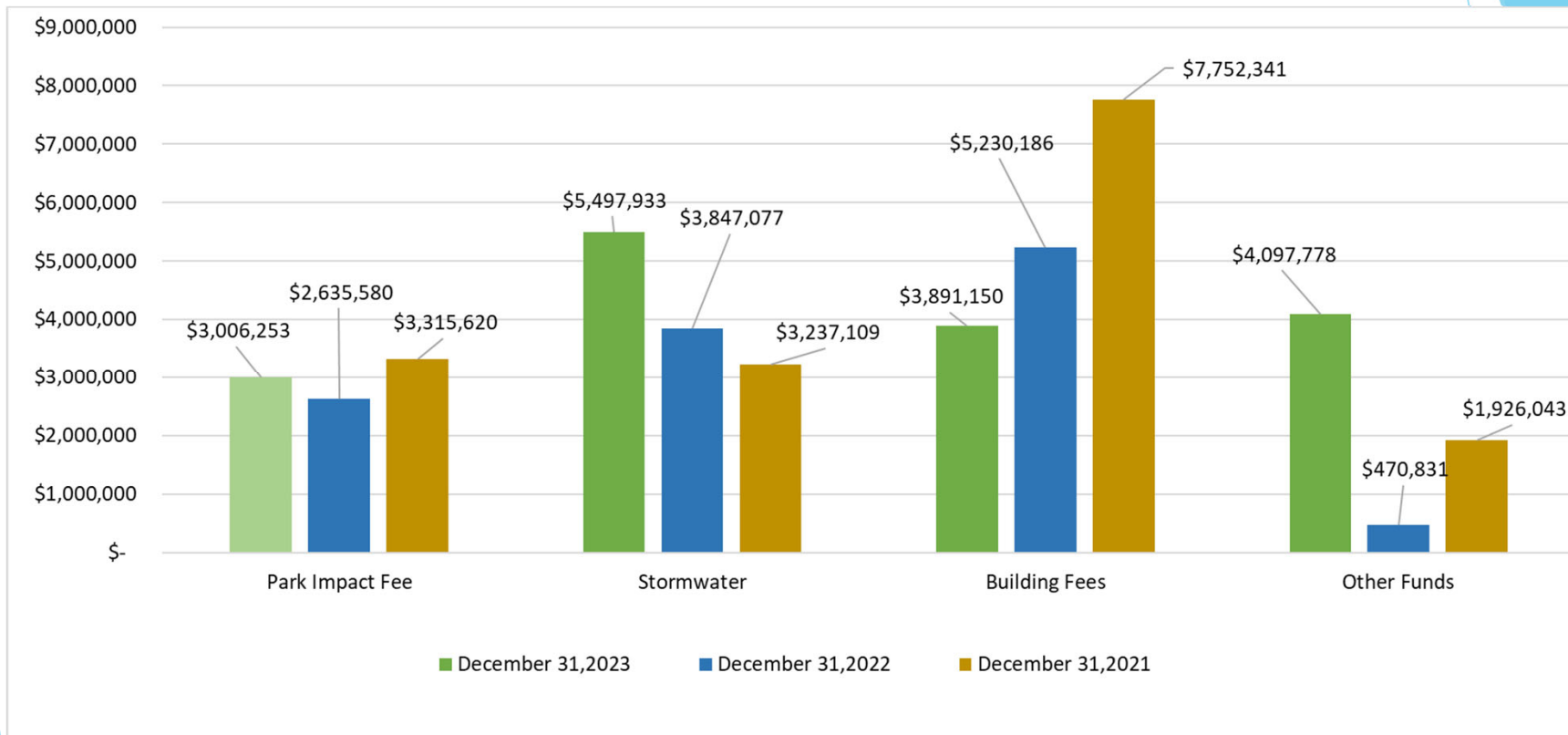


Cash Balances



* 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 December 31, 2023

	Special Revenue Funds											
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown	Debt Service Funds	Capital	Total	
				Road	Park			Area Revenue Sharing		Project Fund		Governmental Funds
ASSETS												
Cash and cash equivalents	\$ 57,251,626	\$ 3,456,159	\$ -	\$ 27,101,636	\$ 3,006,252	\$ 5,497,933	\$ 3,891,150	\$ 4,059,457	\$ -	\$ 38,320	\$ 104,302,533	
Receivables (net)	401,384	-	-	-	-	-	-	-	-	-	401,384	
Due from other govt	-	-	2,556,648	-	-	-	-	-	-	-	2,556,648	
Due from other funds	3,407,330	-	-	-	-	-	-	-	-	-	3,407,330	
Total assets	\$ 61,060,340	\$ 3,456,159	\$ 2,556,648	\$ 27,101,636	\$ 3,006,252	\$ 5,497,933	\$ 3,891,150	\$ 4,059,457	\$ -	\$ 38,320	\$ 110,667,895	
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts and contracts payable	\$ 7,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,280	
Accrued liabilities	6,044,340	-	-	-	-	-	-	-	-	-	6,044,340	
Due to other funds	-	-	3,242,158	-	-	-	-	-	-	165,172	3,407,330	
Due to other governments	44,297	-	-	25,183	-	-	-	-	-	-	69,480	
Unearned Revenue	-	-	-	-	-	-	-	-	-	-	-	
Total liabilities	6,095,917	-	3,242,158	25,183	-	-	-	-	-	165,172	9,528,430	
Total fund balances, beginning of the year	45,873,705	3,377,513	-	25,592,993	2,885,250	4,331,610	3,937,869	2,202,077	-	-	88,201,017	
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	9,090,718	78,646	(685,510)	1,483,460	121,002	1,166,323	(46,719)	1,857,380	-	(126,852)	12,938,448	
Fund balances	54,964,423	3,456,159	(685,510)	27,076,453	3,006,252	5,497,933	3,891,150	4,059,457	-	(126,852)	101,139,465	
Total liabilities and fund balances	\$ 61,060,340	\$ 3,456,159	\$ 2,556,648	\$ 27,101,636	\$ 3,006,252	\$ 5,497,933	\$ 3,891,150	\$ 4,059,457	\$ -	\$ 38,320	\$ 110,667,895	



City of Bonita Springs, FL

General Fund Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

RevAccountType;ExpFinStmntLinItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	11,633,600.00	11,633,600.00	7,161,726.16	10,308,440.64	1,325,159.36
315 - Communications Services Taxes	1,323,000.00	1,323,000.00	127,250.03	250,394.26	1,072,605.74
316 - Local Business Taxes	30,000.00	30,000.00	1,247.73	3,549.73	26,450.27
323 - Franchise Fees	3,733,800.00	3,733,800.00	169,653.14	665,865.47	3,067,934.53
329 - Other Permits, Fees & Special Assessment	41,100.00	41,100.00	5,395.00	16,560.00	24,540.00
335 - State Shared Revenue	7,235,400.00	7,235,400.00	590,645.80	1,160,319.82	6,075,080.18
341 - General Government	322,700.00	322,700.00	28,705.00	52,611.65	270,088.35
343 - Physical Environment	112,200.00	112,200.00	7,500.00	26,400.00	85,800.00
347 - Culture/Recreation	95,300.00	95,300.00	6,348.44	17,308.85	77,991.15
349 - Other Charges for Services	48,000.00	48,000.00	5,342.89	14,573.56	33,426.44
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	2,841.42	5,628.95	16,771.05
354 - Fines Local Ordinance	140,000.00	140,000.00	1,580.00	24,480.25	115,519.75
361 - Interest & Other Earnings	800,000.00	800,000.00	173,216.56	513,381.33	286,618.67
362 - Rents & Royalties	65,000.00	65,000.00	2,812.50	13,012.50	51,987.50
366 - Contributions	0.00	0.00	0.00	80.00	-80.00
369 - Other Misc Revenues	8,000.00	8,000.00	31.00	1,649.25	6,350.75
Revenue Total:	25,610,500.00	25,610,500.00	8,284,295.67	13,074,256.26	12,536,243.74
Expense					
51 - General Government	7,593,419.00	7,724,704.00	437,039.34	1,469,833.07	6,254,870.93
52 - Public Safety	4,163,832.00	4,163,832.00	109,875.72	919,422.50	3,244,409.50
53 - Physical Environment	459,034.00	459,034.00	10,336.36	23,928.70	435,105.30
54 - Transportation	4,337,759.00	4,415,338.00	289,398.56	506,896.32	3,908,441.68
55 - Economic Environment	27,550.00	27,550.00	0.00	0.00	27,550.00
56 - Human Services	147,070.00	147,070.00	0.00	890.00	146,180.00
57 - Culture & Recreation	3,923,742.00	4,106,583.00	282,984.74	728,982.70	3,377,600.30
58 - Other Uses/Transfers Out	14,674,616.00	38,850,977.00	299,077.03	333,585.04	38,517,391.96
Expense Total:	35,327,022.00	59,895,088.00	1,428,711.75	3,983,538.33	55,911,549.67
Fund: 00 - General Fund Surplus (Deficit):	-9,716,522.00	-34,284,588.00	6,855,583.92	9,090,717.93	-43,375,305.93
Total Surplus (Deficit):	-9,716,522.00	-34,284,588.00	6,855,583.92	9,090,717.93	



City of Bonita Springs, FL

General Fund Expenditures by Department Group Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	501,700.00	501,700.00	34,527.27	92,530.70	409,169.30
102 - Boards & Committees	80,000.00	80,000.00	0.00	0.00	80,000.00
201 - City Manager	641,380.00	641,380.00	40,558.14	115,689.90	525,690.10
211 - Planning & Zoning	2,105,635.00	2,105,635.00	5,073.97	300,651.45	1,804,983.55
220 - Law Enforcement/Security	2,945,996.00	2,945,996.00	4,805.00	644,319.02	2,301,676.98
230 - Neighborhood Services	1,110,106.00	1,110,106.00	83,689.90	228,179.55	881,926.45
240 - Information Technologies	430,300.00	430,300.00	19,059.78	66,816.43	363,483.57
250 - Public Works	4,743,393.00	4,820,972.00	299,734.92	527,062.18	4,293,909.82
260 - Emergency Preparedness	107,730.00	107,730.00	21,380.82	46,923.93	60,806.07
270 - Non-Departmental Expenditures	849,595.00	849,595.00	35,869.84	125,962.53	723,632.47
301 - City Attorney	763,340.00	763,340.00	120,089.20	188,123.94	575,216.06
401 - Administrative Services	542,528.00	551,595.00	39,691.52	124,791.05	426,803.95
402 - City Hall	330,350.00	330,350.00	29,416.61	55,350.94	274,999.06
410 - Human Resources	70,700.00	70,700.00	3,252.65	6,247.80	64,452.20
430 - Communications	1,362,036.00	1,362,036.00	87,067.91	325,841.90	1,036,194.10
501 - Finance	877,250.00	999,468.00	59,143.58	240,946.52	758,521.48
601 - Parks & Recreation Administration	830,790.00	830,790.00	63,367.14	164,296.07	666,493.93
602 - Recreation Center	544,606.00	571,456.00	53,596.34	131,022.01	440,433.99
603 - Community Park & Ball Fields	196,361.00	217,969.00	9,318.05	21,014.07	196,954.93
604 - Community Pool	629,757.00	658,864.00	57,228.37	121,300.10	537,563.90
605 - Riverside Park	210,756.00	250,310.00	20,113.41	35,229.78	215,080.22
609 - Formerly Community Hall/Sherriff Substation	18,665.00	18,665.00	690.37	2,442.89	16,222.11
610 - Dog Park	83,378.00	83,378.00	4,653.26	8,611.15	74,766.85
611 - Beach Parks	29,740.00	29,740.00	59.24	83.25	29,656.75
612 - Hickory Blvd. North ROW	10,000.00	10,000.00	0.00	0.00	10,000.00
613 - BS Soccer Complex	107,756.00	134,606.00	13,631.43	24,546.28	110,059.72
614 - Kentucky Street Park	4,500.00	4,500.00	0.00	0.00	4,500.00
615 - Liles Hotel	111,138.00	116,138.00	9,070.36	18,142.80	97,995.20
617 - Bonita Nature Place	33,464.00	33,464.00	2,824.46	5,227.33	28,236.67
618 - Windsor Road Preserve	7,980.00	7,980.00	26.06	52.12	7,927.88
620 - Marni Fields	119,083.00	119,083.00	6,419.08	18,162.05	100,920.95
621 - BS River Park	25,748.00	34,770.00	1,437.76	1,892.54	32,877.46
622 - Cullum's Bonita Trail	18,300.00	18,300.00	0.00	0.00	18,300.00
623 - Carpenter Lane Canoe & Kayak	2,469.00	2,469.00	106.94	115.58	2,353.42
624 - Leitner Creek Neighborhood Park	12,476.00	37,326.00	2,649.76	3,160.69	34,165.31
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	250.00	5,750.00
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	182,400.00	182,400.00	1,081.58	4,966.74	177,433.26
Fund: 00 - General Fund Total:	20,652,406.00	21,044,111.00	1,129,634.72	3,649,953.29	17,394,157.71
Total Surplus (Deficit):	-20,652,406.00	-21,044,111.00	-1,129,634.72	-3,649,953.29	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

RevAccountType;ExpFinStmntLinItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,772,200.00	1,772,200.00	191,658.94	330,420.28	1,441,779.72
335 - State Shared Revenue	291,200.00	291,200.00	21,903.84	43,807.68	247,392.32
361 - Interest & Other Earnings	82,000.00	82,000.00	13,279.00	39,246.00	42,754.00
Revenue Total:	2,145,400.00	2,145,400.00	226,841.78	413,473.96	1,731,926.04
Expense					
54 - Transportation	1,309,104.00	1,309,104.00	53,752.05	310,139.01	998,964.99
58 - Other Uses/Transfers Out	778,990.00	3,581,307.00	21,885.60	24,689.19	3,556,617.81
Expense Total:	2,088,094.00	4,890,411.00	75,637.65	334,828.20	4,555,582.80
Fund: 10 - Gas Tax Fund Surplus (Deficit):	57,306.00	-2,745,011.00	151,204.13	78,645.76	-2,823,656.76
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	0.00	30,261,353.00	-23,123.27	34,810.13	30,226,542.87
334 - State Grants	11,945,467.00	16,631,974.00	-227,643.03	-227,643.03	16,859,617.03
337 - Local Gvmt Grants	40,000.00	40,000.00	1,406.25	0.00	40,000.00
381 - Transfers In	40,000.00	40,000.00	-50,940.00	-50,940.00	90,940.00
Revenue Total:	12,025,467.00	46,973,327.00	-300,300.05	-243,772.90	47,217,099.90
Expense					
52 - Public Safety	80,000.00	80,000.00	-14,888.45	-10,723.45	90,723.45
57 - Culture & Recreation	0.00	157,062.00	0.00	0.00	157,062.00
58 - Other Uses/Transfers Out	11,945,467.00	46,736,265.00	27,987.18	452,460.64	46,283,804.36
Expense Total:	12,025,467.00	46,973,327.00	13,098.73	441,737.19	46,531,589.81
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-313,398.78	-685,510.09	685,510.09
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	3,180,960.00	3,180,960.00	196,829.65	1,607,785.95	1,573,174.05
361 - Interest & Other Earnings	400,000.00	400,000.00	104,753.00	309,598.00	90,402.00
Revenue Total:	3,580,960.00	3,580,960.00	301,582.65	1,917,383.95	1,663,576.05
Expense					
58 - Other Uses/Transfers Out	4,076,454.00	27,159,152.00	292,285.59	433,923.06	26,725,228.94
Expense Total:	4,076,454.00	27,159,152.00	292,285.59	433,923.06	26,725,228.94
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-495,494.00	-23,578,192.00	9,297.06	1,483,460.89	-25,061,652.89
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	352,070.00	352,070.00	3,648.00	92,586.00	259,484.00
361 - Interest & Other Earnings	52,000.00	52,000.00	9,615.00	28,417.00	23,583.00
Revenue Total:	404,070.00	404,070.00	13,263.00	121,003.00	283,067.00
Expense					
58 - Other Uses/Transfers Out	400,000.00	3,551,747.00	0.00	0.00	3,551,747.00
Expense Total:	400,000.00	3,551,747.00	0.00	0.00	3,551,747.00
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	4,070.00	-3,147,677.00	13,263.00	121,003.00	-3,268,680.00
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,470,000.00	1,470,000.00	982,288.25	1,354,569.97	115,430.03
361 - Interest & Other Earnings	18,000.00	18,000.00	14,840.00	43,859.00	-25,859.00
Revenue Total:	1,488,000.00	1,488,000.00	997,128.25	1,398,428.97	89,571.03
Expense					
53 - Physical Environment	657,111.00	657,111.00	58,456.72	232,105.33	425,005.67

Special Revenue Funds Budget Report

For Fiscal: 2023-2024 Period Ending: 12/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
58 - Other Uses/Transfers Out	700,000.00	3,500,000.00	0.00	0.00	3,500,000.00
Expense Total:	1,357,111.00	4,157,111.00	58,456.72	232,105.33	3,925,005.67
Fund: 18 - Stormwater Management Surplus (Deficit):	130,889.00	-2,669,111.00	938,671.53	1,166,323.64	-3,835,434.64
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	875,000.00	875,000.00	111,361.52	402,464.50	472,535.50
329 - Other Permits, Fees & Special Assessment	0.00	0.00	0.00	31,832.00	-31,832.00
361 - Interest & Other Earnings	60,000.00	60,000.00	13,803.00	40,794.00	19,206.00
Revenue Total:	935,000.00	935,000.00	125,164.52	475,090.50	459,909.50
Expense					
52 - Public Safety	3,338,660.00	3,338,660.00	1,486.65	507,409.28	2,831,250.72
58 - Other Uses/Transfers Out	0.00	698,195.00	0.00	14,400.00	683,795.00
Expense Total:	3,338,660.00	4,036,855.00	1,486.65	521,809.28	3,515,045.72
Fund: 19 - Building Fees Fund Surplus (Deficit):	-2,403,660.00	-3,101,855.00	123,677.87	-46,718.78	-3,055,136.22
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	490,400.00	490,400.00	0.00	0.00	490,400.00
337 - Local Gvmt Grants	1,872,100.00	1,872,100.00	1,857,380.00	1,857,380.00	14,720.00
Revenue Total:	2,362,500.00	2,362,500.00	1,857,380.00	1,857,380.00	505,120.00
Expense					
58 - Other Uses/Transfers Out	1,076,100.00	1,076,100.00	0.00	0.00	1,076,100.00
Expense Total:	1,076,100.00	1,076,100.00	0.00	0.00	1,076,100.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	1,286,400.00	1,286,400.00	1,857,380.00	1,857,380.00	-570,980.00
Total Surplus (Deficit):	-1,420,489.00	-33,955,446.00	2,780,094.81	3,974,584.42	



City of Bonita Springs, FL

Debt Service Funds Budget Group Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,076,100.00	1,076,100.00	0.00	0.00	1,076,100.00
Revenue Total:	1,076,100.00	1,076,100.00	0.00	0.00	1,076,100.00
Expense					
51 - General Government	1,076,100.00	1,076,100.00	0.00	0.00	1,076,100.00
Expense Total:	1,076,100.00	1,076,100.00	0.00	0.00	1,076,100.00
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	462,660.00	462,660.00	0.00	0.00	462,660.00
Revenue Total:	462,660.00	462,660.00	0.00	0.00	462,660.00
Expense					
51 - General Government	462,660.00	462,660.00	0.00	0.00	462,660.00
Expense Total:	462,660.00	462,660.00	0.00	0.00	462,660.00
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: 2023-2024 Period Ending: 12/31/2023

ExpFunction;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	1,500,000.00	1,500,000.00	0.00	-126,851.70	1,626,851.70
381 - Transfers In	31,562,867.00	120,205,026.00	692,175.40	1,309,997.93	118,895,028.07
Revenue Total:	33,062,867.00	121,705,026.00	692,175.40	1,183,146.23	120,521,879.77
Expense					
513 - Finance & Administration	50,000.00	942,387.00	337.55	19,669.26	922,717.74
519 - Other Gen Gvmt	2,563,000.00	6,721,398.00	7,143.05	3,229.36	6,718,168.64
535 - Sewer/Wastewater Services	6,000,000.00	6,000,000.00	0.00	0.00	6,000,000.00
537 - Conservation/Resource Mgmt	210,000.00	5,944,013.00	4,530.68	8,378.18	5,935,634.82
538 - Flood/Storm Water Mgmt	15,249,423.00	36,351,626.00	343,804.64	793,718.72	35,557,907.28
539 - Other Physical Environment	250,000.00	250,000.00	0.00	0.00	250,000.00
541 - Road & Street Facilities	5,730,444.00	55,106,129.00	314,171.19	475,092.00	54,631,037.00
545 - Parking Facilities	0.00	50,000.00	0.00	0.00	50,000.00
572 - Parks & Recreation	2,960,000.00	10,051,789.00	22,188.29	9,910.41	10,041,878.59
573 - Cultural Services	50,000.00	188,000.00	0.00	0.00	188,000.00
575 - Special Recreation Facilities	0.00	99,684.00	0.00	0.00	99,684.00
Expense Total:	33,062,867.00	121,705,026.00	692,175.40	1,309,997.93	120,395,028.07
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	-126,851.70	126,851.70
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	510,000.00	3,369,957.00	0.00	0.00	3,369,957.00
Revenue Total:	510,000.00	3,369,957.00	0.00	0.00	3,369,957.00
Expense					
552 - Economic Development	0.00	78,381.00	0.00	0.00	78,381.00
572 - Parks & Recreation	510,000.00	3,291,576.00	0.00	0.00	3,291,576.00
Expense Total:	510,000.00	3,369,957.00	0.00	0.00	3,369,957.00
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	-126,851.70	

REQUESTED MOTION: Consideration of a request from the School District of Lee County, to utilize the parcel at 27733 Horne Avenue for staging and operational purposes during the construction period of the Bonita Springs Elementary School renovation project.

REQUESTOR: Arleen Hunter, City Manager

AGENDA: City Manager's Items

STRATEGIC PRIORITY: n/a

BACKGROUND:

On January 30, 2024, the City received correspondence from the School District of Lee County staff, indicating that the Bonita Springs Elementary School renovation project will soon enter its initial reconstruction planning stage.

School Board staff has indicated there are constraints to the construction site and is requesting the City's assistance in mitigating some of the site challenges. The School District is seeking permission from the City to utilize the City owned parcel located at 27733 Horne Avenue for staging and operational purposes during the construction period. They understand they will need to mitigate any potential impacts to the adjacent neighbors (i.e. screening/fencing). Should Council wish to coordinate with the School District on this request, staff will work with School District staff on a use agreement for Council's consideration.

STAFF RECOMMENDATION: Council discussion and consideration of the request and direction to staff.

ATTACHMENTS:

1. Letter dated 01/30/24 from Adam Molloy, Director, Planning, Growth, & Capacity, School District of Lee County
-

REVIEWERS:

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



THE SCHOOL DISTRICT OF LEE COUNTY

Planning, Growth, & Capacity

January 30, 2024

Dear City of Bonita leadership and City Council,

I hope this message finds you well. I am reaching out on behalf of the School District of Lee County to provide an update on the progress of Bonita Springs Elementary School. We have recently issued a Request for Proposals (RFP) for the initial stages of the facility's reconstruction, marking a significant step in our commitment to invest in the education of our students, families, and communities.

Regrettably, the challenging constraints of the construction site have led to delays and increased operational challenges. In light of this, we are seeking permission to utilize the parcel located at 27733 Horne Ave, Bonita Springs, for staging and operational purposes during the construction period.

We want to assure you that we are willing to take measures such as screening and fencing to mitigate any potential impacts on our neighbors. We are eager to collaborate with you to establish mutually agreeable lease terms and appreciate your consideration of this request.

Thank you for your time and understanding.

Sincerely,

Adam Molloy
Director, Planning, Growth, & Capacity
School District of Lee County