



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

City of Bonita Springs City Council Meeting Agenda

June 19, 2024

9:00 a.m.

If you intend to address the City Council, please submit a completed “Public Comment Slip” to the City Clerk before the meeting commences. Blank comment slips are available on the table outside of Chambers.

To submit a written public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org. **Written public comments must be received by 3:00 p.m., June 18, 2024.**

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the City Council on any matter at this meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Mayor’s Welcome
6. Approval of the Meeting Agenda
7. Public Comment on Agenda Items
8. Ceremonial Presentations
 - A. Presentation of a certificate of recognition honoring John R. Jenkins, Executive Director, Bonita Springs Utilities, upon his retirement.
 - B. Presentation of the Tree of the Season Award by the Tree Advisory Board.
(Green Sheet 24-06-089)
9. Consent Agenda Items:

- A. Approve minutes from the City Council meeting held on June 5, 2024.
 - B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian.
(Green Sheet 24-06-088)
 - C. Approve Florida Department of Environmental Protection Contract Agreement Amendment 1 for the Sun Village and Lakes of Sans Souci Septic to Sewer Conversion Project.
(Green Sheet 24-06-094)
 - D. Approve staff to submit a grant proposal for a Septic to Sewer Project to the Florida Department of Environmental Protection Water Quality Improvement Grant.
(Green Sheet 24-06-095)
- Opportunity for City Council Comments on Consent Agenda

10. Presentations

- A. Presentation on Emergency Preparedness and Introduction of Partner Agencies.
(Green Sheet 24-06-093)

11. City Attorney Items:

- A. Approve changes to both agreements with BS Parcel Holdings LLC originally approved on February 1, 2023. (Green Sheet 24-06-090)

12. City Manager Items:

- A. Approve a Resolution calling for and ordering a General Election of Municipal Officers to be held on Tuesday, November 5, 2024 and acknowledging qualified candidates.
(Green Sheet 24-06-096)
- B. Receive summary on Accessory Dwelling Units (ADU) and provide direction to staff, as applicable. (Continued from 06/05/24, Green Sheet 24-06-091)
- C. Presentation and review of the April Financial Report & update on upcoming 2024-2025 Budget Process. (Green Sheet 24-05-092)
- D. Update on Hurricane Ian recovery.

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment

- In observance of the 4th of July holiday, the City Council meeting originally scheduled for Wed., July 3, 2024, will not be held.
- The next regular City Council meeting will be held at 9:00 a.m., Wed., July 17, 2024, at City Hall.

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

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Presentation

STRATEGIC PRIORITY: N/A

BACKGROUND:

This beautiful Live Oak Tree was submitted to the Tree Advisory Board to receive the Tree of the Season Award. The Board considered the entry and has requested City Council award the Tree of the Season to Ms. Brigid Rotigel, owner of the Live Oak Tree.

The pictures attached show it looking a little thin at a sunset about two weeks after Hurricane Ian, sparkling at nighttime in the holiday season, and looking big and beautiful again on a lovely spring evening.

ATTACHMENTS:

1. Three Photos of The Tree of the Season
2. Tree of the Season Flyer

REVIEWERS:

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





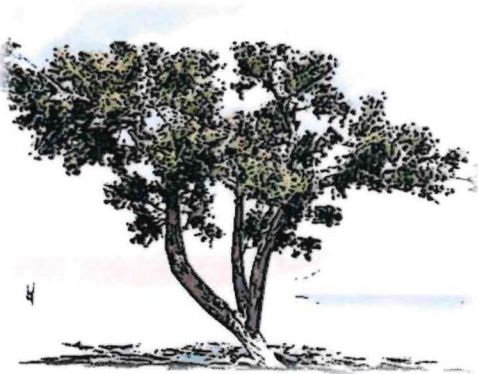




‘Tree of the Season’ award

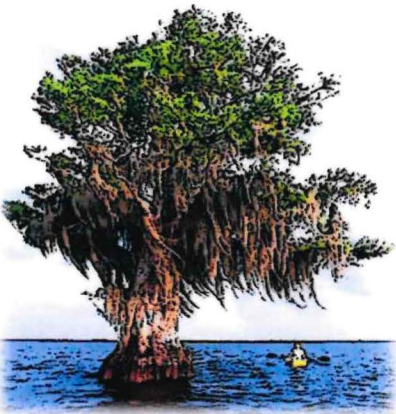
If you are as proud of our beautiful trees as we are and have a great idea for a specific tree in Bonita Springs to be recognized, please send in your nomination.

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



The City of Bonita Springs encourages you to nominate

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



Please email a photo

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

clerk@cityofbonitasprings.org





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

City of Bonita Springs City Council

Draft Meeting Minutes

June 5, 2024

5:30 p.m.

1. Call to Order - Mayor Steinmeyer called the meeting to order at 5:30 p.m.

2. Invocation - Provided by Rev. Angel Ortiz of Integrity Church.

3. Pledge of Allegiance - Mayor Steinmeyer led the Pledge of Allegiance.

4. Roll Call

The City Clerk called the roll:

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

Absent: 0

5. Mayor's Welcome - Mayor Steinmeyer welcomed all those in attendance.

6. Approval of the Agenda

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

7. Public Comment on Agenda Items

Jim Magnus – Spoke in support of Agenda Item's 11A and 11C.

Deb Orton – Spoke in support of Agenda Item 11C.

8. Zoning and Land Use Items:

- A.** (Second Reading and Public Hearing) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AMENDING ORDINANCE 10-02 FOR A RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO DEVELOP UP TO TEN (10) DETACHED VILLAS, BOAT DOCKS, AND OTHER ACCESSORY USES, AND TO ADD FIVE (5) DEVIATIONS; LOCATED AT 27495-511 BIG BEND ROAD AND 27523 BIG BEND ROAD, BONITA SPRINGS, FLORIDA 34134; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 24-06-085)

The Clerk read the Ordinance title into the record. City Attorney Rooney administered the oath to those who intended to give testimony, followed by Mike Fiigon, Senior Planner with Community Development, who introduced the item.

Next, Noel Davies of Davies Duke Law Firm, opened the applicant's presentation by addressing and rebutting comments made at First Reading (presentation slides on file in the Clerk's Office). Next, Wayne Arnold with Q. Grady Minor, provided a presentation on the project which included the proposed conceptual rendering and the proposed Master Plan Concept Plan. He then introduced Michael Herrera with Q. Grady Minor who presented an overview of the site's stormwater management system (presentation slides on file in the Clerk's Office),

Next, Mr. Fiigon provided the staff presentation which included background information, applicant justification for the six requested deviations and staff analysis of each, and an analysis of consistency with the Comprehensive Plan. Mr. Fiigon stated that staff is recommending approval with conditions, and proceeded to review those conditions (staff presentation slides and staff analysis on file in the Clerk's Office).

Mayor Steinmeyer then called for public comments. The City Clerk called the names of the individuals who submitted speaker slips; each person called ceded their time to Douglas Lewis, as follows: Wolfgang Oster; Bradley Wind, Rosemary Wind, Gigi Clifford, Tom Slaughter, Max Forgey and Douglas Lewis. (Clerk's Note: an additional attendee who did not submit a speaker slip also raised his hand to speak, and then ceded his time to Mr. Lewis). Mr. Lewis was given 32 minutes to present. Mr. Lewis began by stating he is an attorney with the Law Firm Thompson Lewis, representing Wolfgang Oster. He then introduced Max Forgey, AICP Planner who had been recognized by Council at First Reading as an expert witness, and Tom Slaughter, who has a master's degree in urban and regional planning. Mr. Lewis stated that the additional material that he submitted in a binder to the City Clerk prior to the start of the hearing (on file in the Clerk's office) contains a CV for Mr. Slaughter, and he requested that Mr. Slaughter be deemed an expert witness in urban and regional planning. Mr. Lewis then proceeded to state reasons for opposition to the applicant's request. He then called forth Max Forgey to speak, followed by Tom Slaughter. In turn, both individuals introduced themselves, stated their credentials, and provided comments.

City Attorney Rooney advised Council to address the requests made by Mr. Lewis, for the additional material submitted which was not part of the agenda packet be made part of the record, and to accept Mr. Slaughter as an expert witness.

Council Member Carr motioned to approve the expert witness and additional material into the record; seconded by Mayor Steinmeyer. A discussion ensued as to whether the decision should be split into two separate votes. Council Member Purdon made a motion to split the motion on the floor into two separate votes. Seconded by Council Member Corrie. **The motion carried unanimously.**

The City Clerk then recorded the following votes separately:

On the motion to accept Mr. Slaughter as an expert witness, **the motion carried unanimously.**

On the motion to enter the additional material received June 5 into the record, **the motion failed 1-6** with Corrie, Fullick, Forbes, Bogacz, Purdon, and Carr opposed (additional material is on file in the Clerk's office).

7:21 p.m. - Mayor Steinmeyer recessed the meeting for a ten-minute break.

7:31 p.m. - Mayor Steinmeyer reconvened the meeting.

Next, staff and the applicant were each provided with time for a rebuttal. Mr. Fiigon spoke briefly on behalf of staff, followed by Mr. Davies who spoke briefly on behalf of the applicant.

Mayor Steinmeyer motioned to continue the item; however, the motion did not receive a second. Next, he motioned to deny; however, the motion did not receive a second. Council Member Carr then motioned to approve as conditioned; seconded by Council Member Purdon. **The motion carried 6-1** (Mayor Steinmeyer opposed).

9. Consent Agenda Items:

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

A. Approve minutes from the City Council meeting held on May 15, 2024.

B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian.
(Green Sheet 24-06-077)

- C. Approve temporary road closures of portions of Old 41 and a special event permit for the 4th of July Parade and “Star-Spangled Bonita” event on Thu., July 4, 2024. (Green Sheet 24-06-078)
- D. Approve a Resolution ratifying the Mayor’s appointment of a new chairperson of the Local Planning Agency for the remainder of calendar year 2024. (Green Sheet 24-06-079)
- E. Approve a Hurricane Ian Community Development Block Grant-Disaster Recovery (CDBG-DR) Mobility Study Planning Grant. (Green Sheet 24-06-080)
- F. Approve a Hurricane Ian Community Development Block Grant-Disaster Recovery (CDBG-DR) Recreation Master Planning Grant. (Green Sheet 24-06-081)
- G. Adopt a Resolution as required for U.S. Housing and Urban Development Community Development Block Grant – Disaster Recovery (CDBG-DR) funding. (Green Sheet 24-06-082)
- H. Approve the proposal from EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement for the Riverside Park Bandshell Restroom and Dressing Room facility renovation project and approve a budget transfer in the amount of \$213,571. (Green Sheet 24-06-083)
 - Opportunity for City Council Comments on Consent Agenda

10. City Attorney Items: *None*

11. City Manager Items:

- A. Discussion regarding the Imperial 41 Special Assemblage Plan submitted by Barron Collier Companies and provide direction to staff. (Green Sheet 24-06-087)

*City Manager Hunter introduced the item, stating that representatives of Barron Collier Companies were in attendance. Mayor Steinmeyer motioned to approve the submittal, with the conditions outlined in the draft letter dated June 5, 2024; seconded by Council Member Carr. **The motion carried unanimously.***

- B. Receive summary on Accessory Dwelling Units (ADU) and provide direction to staff, as applicable.
By consensus, City Council continued this item to the June 19, 2024, City Council Meeting.

- C. Discuss the City’s participation regarding an application for Active Transportation Infrastructure Investment Program (ATIIP) grant funding for the Bonita-Estero Rail-Trail (BERT) project and provide direction to staff. (Green Sheet 24-06-086)

Council Member Purdon recommended that the total amount of the required local match be divided equally with the four jurisdictions involved, making the City’s participation one-quarter.

Council Member Corrie stated this item involves only a funding commitment from the City for the purpose of moving the grant application forward. No City funds need be provided at this time. Council Members Carr and Fullick agreed.

*City Manager Hunter suggested the City’s match commitment be no more than the Village of Estero’s match commitment. Council Member Carr motioned to authorize a commitment from the City up to \$1.2 million, and to direct the City Manager to negotiate with the other jurisdictions involved. Seconded by Council Member Corrie. **The motion carried unanimously***

D. Update on Hurricane Ian recovery.

City Manager Hunter provided an update on the City's ongoing communications with FEMA pertaining to the National Flood Insurance Program - Community Rating System, stating the City continues to re-submit all additional requested information.

Other City Manager Business

City Manager Hunter stated that the Bonita-Estero Rail-Trail (BERT) organization reached out to City staff, as well as to Council Member Corrie, regarding the City's participation in a visioning session pertaining to marketing materials. She recommended that Council consider designating a Council liaison for matters related to BERT.

Next, City Manager Hunter spoke about Lee County's Emergency Burn Ban ordinance which went into effect on June 4, stating the burn ban is in effect in the City as well. City staff will provide the appropriate outreach to residents.

12. Mayor and Council Member Reports

The Mayor and Council Members expressed their pleasure over the very successful and well-attended Memorial Day Ceremony, and extended appreciation to Lt. General Elder, the Veterans Advisory Committee, and everyone involved with planning and carrying out the ceremony.

Council Member Purdon - Spoke about the Bonita Springs Elementary School, stating that upon hearing of the apparent decision of the School District to demolish the Bonita Springs Elementary School, he arranged for, and attended, a meeting with the Superintendent and other representatives of the School District, which was also attended by City Staff. At that meeting he learned that the school district had already reviewed plans to build a new facility, a decision based on the poor condition of the existing building and a financial analysis. The School District agreed to work with the City to provide options, with pricing, for preserving as much of the building and maintaining its historic designation. Council Member Purdon then made a motion to send a letter to the School District from the Mayor and Council, expressing the City's steadfast support for saving the building and its National Register Historic designation.

*A discussion ensued regarding the wording of the letter. Council Member Corrie stated that the letter should include the negative impact on the children who will have to endure classrooms in trailers during the construction period after having endured the pandemic and hurricane. Council Member Fullick stated that he learned from records acquired through a records request, that the school district was in possession of engineering reports since June 2020 which indicated the deteriorating condition of the building. He stated that efforts to save the building will be difficult, so the letter from the City should include Council's desire that any new building maintain the footprint of the school, its appearance, including the floorplan. City Manager Hunter recapped Council's discussion, stating that the letter to the school board will indicate Council's desire that a new elementary school is to be a state-of-the-art facility, built at the same location, with the façade, floor plan, and national historic designation retained. Mayor Steinmeyer seconded the motion made by Council Member Purdon. **The motion carried unanimously.***

*Council Member Carr - Made a motion to direct staff to explore and prepare budgetary costs associated with holding an annual holiday parade in December; seconded by Deputy Mayor Forbes. **The motion failed 3-4** (Steinmeyer, Fullick, Bogacz, and Purdon opposed). Next, citing greater service demands placed on the City due to population increases, and projections for further population growth, she requested an analysis be prepared for Council's review during the budget planning process which shows the staffing infrastructure, and identifies areas of City operations that may be at, or nearing, capacity to effectively provide services at current staffing levels, as well as any plans to streamline services.*

Council Member Corrie - Commented on a recent article in the News-Press about the pedestrian/bicyclist beach trail project extending from Fort Myers Beach to the Collier County line, and he commended City staff for working in collaboration with Lee County and the FDOT.

13. Public Comment

Alex Grantt - Spoke about the efficiency of railway travel for hurricane evacuations (submitted material on file in the Clerk's office).

Derrick Botana - Spoke on behalf of the Bonita Springs Historical Society in support of saving and preserving the Bonita Springs Elementary School and thanked Council Members for addressing the issue.

Zach Smith - Spoke in support of a downtown holiday parade, stating school marching bands and other student groups do not get the opportunity to participate in the July 4th Parade because of summer recess.

14. Adjournment

There being no further business, the meeting adjourned at 8:34 pm.

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. 24-038 issued on June 3, 2024
2. Resolution No. 24-042 issued on June 10, 2024

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-038

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;

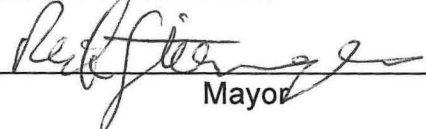
Section 1. The recitals above are hereby incorporated herein.

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 3rd day of June, 2024.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 6/16/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-042

**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 10th day of June, 2024.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney Office

Date filed with City Clerk:

6/10/24

REQUESTED MOTION: Approve Florida Department of Environmental Protection Contract Agreement Amendment 1 for the Sun Village and Lakes of Sans Souci Septic to Sewer Conversion Projects.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management

BACKGROUND: On February 20, 2023, the City and Bonita Springs Utilities (BSU), through a Joint Partnership Agreement, were awarded two (2) grants for septic to sewer conversion in two (2) neighborhoods. Funding for the conversions was from Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant Program. The City and BSU received \$2,050,000 for the first neighborhood (Sun Village) and \$950,000 for the other (Lakes of Sans Souci). The grant is a 50:50 match with the City and BSU contributing the local government's match.

The City submitted a grant application in August 2023 for additional funds. FDEP awarded FY2023-2024 General Appropriation Act additional funds in the form a contract amendment in the amounts of \$424,250 for Sun Village and \$487,500 for the Lakes of San Souci.

STAFF RECOMMENDATION: Approve Florida Department of Environmental Protection Contract Agreement Amendment 1 for the Sun Village and Lakes of Sans Souci Septic to Sewer Conversion Projects.

ATTACHMENTS:

1. Amendment 1 – Sun Village Septic to Sewer Conversion Project
2. Amendment 1 – Lakes of Sans Souci Septic to Sewer Conversion Project

REVIEWERS:

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

**AMENDMENT NO. 1
TO AGREEMENT NO. WG060
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BONITA SPRINGS**

This Amendment to Agreement No. WG060 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Bonita Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Sun Village Septic to Sewer Conversion (Project), effective February 20, 2023; and,

WHEREAS, \$424,250 in additional funding for this Project is provided under WQIG, GAA LI 1712 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now \$2,474,250.00; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,474,250	☒ State ☐ Federal	WQIG, GAA LI 1712, FY 23-24, WPSPTF	\$2,474,250
	☐ State ☐ Federal		
	☒ Grantee Match		\$2,474,250
Total Amount of Funding + Grantee Match, if any:			\$4,948,500

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
3. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
4. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BONITA SPRINGS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Rick Steinmeyer, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Daronathan Do, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Sun Village Septic to Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the City of Bonita Spring within Lee County; Lat/Long (26.35088, -81.7521).

PROJECT BACKGROUND: The Sun Village neighborhood is comprised of approximately 140 residential structures and located in East Bonita Springs (east of Interstate 75). The development is currently served by individual septic tanks. During strong storm events and hurricanes, this neighborhood frequently floods and has standing water in swales, roadways and individual yards for multiple days. Because of the persistent flooding, the homeowners are unable to use their facilities or flush their toilets.

A storm, Invest 92L, in August 2017 occurred two weeks prior to Hurricane Irma in September 2017. Both events produced a large amount of rain, flash floods, and significantly raised the water table in the community over a two-week period.

The City of Bonita Springs (Grantee) is working cooperatively with the Bonita Springs Utilities, Inc. (BSU). BSU is a not-for-profit entity, separate from the City of Bonita Springs. BSU has invested approximately \$155,000 for engineered construction plans for the wastewater improvement project.

PROJECT DESCRIPTION: The Grantee will construct a wastewater collection system and convert the Sun Village neighborhood from septic tanks to a centralized wastewater system. There are approximately 140 single family units in the Sun Village neighborhood that will be connected to the centralized wastewater system.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the central wastewater collection system service in the Sun Village neighborhood.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Construction

Deliverables: The Grantee will construct a central wastewater collection system service in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift

stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request. For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 5) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent.

Task 3: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 140 single family residences to a central sanitary sewer system for wastewater treatment by the BSU facility.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$2,000	\$2,000	07/01/2021	06/30/2024
2	Construction	Contractual Services	\$2,212,250	\$2,212,250	07/01/2021	03/31/2026
3	Connection to Central Sewer	Contractual Services	\$260,000	\$260,000	07/01/2021	06/30/2026
		TOTAL	\$2,474,250	\$2,474,250		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$2,050,000	145110
Amendment 1	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	-\$2,050,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Amendment 1	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects – LI 1712	\$2,474,250	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,474,250	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**AMENDMENT NO. 1
TO AGREEMENT NO. WG062
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BONITA SPRINGS**

This Amendment to Agreement No. WG062 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Bonita Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lakes of San Souci Septic to Sewer Conversion (Project), effective February 20, 2023; and,

WHEREAS, \$487,500 in additional funding for this Project is provided under WQIG, GAA LI 1712 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now \$1,437,500.00; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to construction delays;

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to September 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	WQIG, GAA LI 1712, FY 23-24, WPSPTF	\$1,437,500
	☐ State ☐ Federal		
	☒ Grantee Match		\$1,437,500
Total Amount of Funding + Grantee Match, if any:			\$2,875,000

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
5. Exhibit A Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BONITA SPRINGS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Rick Steinmeyer, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Daronathan Do, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Lakes of San Souci Septic to Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the City of Bonita Springs within Lee County; Lat/Long (26.3422, -81.7511).

PROJECT BACKGROUND: Residential structures located in the Lakes of San Souci are currently served by individual septic tanks. During storm rain events and hurricanes, this neighborhood floods, and the homeowners are unable to use their facilities or flush their toilets.

The Lakes of San Souci residential neighborhood is located in East Bonita Springs. The neighborhood is south of the Bonita Springs Utilities, Inc. (BSU) wellfields and the Larry Kiker Preserve (Lee County), west of the Corkscrew Regional Ecosystem Watershed (CREW) land, and within the Imperial River Watershed Basin. The area is also located within the Everglades West Coast BMAP. The conversion project will assist in the reduction of excess nutrient pollution within the Basin.

PROJECT DESCRIPTION: The City of Bonita Springs (Grantee), working cooperatively with the BSU, will convert a neighborhood currently on septic tanks to a centralized sewer system. BSU is a not-for-profit entity, separate from the City of Bonita Springs, and operates under the provisions outlined in Chapter 617, Florida Statutes. BSU has invested approximately \$115,000 for engineered construction plans for the wastewater improvement plans. There are currently 48 single-family residential homes in the neighborhood that will be connected to a central sewer.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete the construction of central wastewater collection system service in the Lakes of San Souci neighborhood.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package, and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Construction

Deliverables: The Grantee will construct a central wastewater collection system service in the Lakes of San Souci neighborhood in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request. For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 5) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 48 single-family residences to a central sanitary sewer system for wastewater treatment by the BSU facility.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$2,000	\$2,000	07/01/2021	06/30/2024
2	Construction	Contractual Services	\$1,210,500	\$1,210,500	07/01/2021	12/31/2025
3	Connection to Central Sewer	Contractual Services	\$225,000	\$225,000	07/01/2021	6/30/2026
		TOTAL	\$1,437,500	\$1,437,500		

Note that, per Section 8.h. of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$950,000	145110
Amendment 1	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	-\$950,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Amendment 1	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1712	\$1,437,500	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$1,437,500	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

REQUESTED MOTION: Authorize staff, in coordination with Bonita Springs Utilities, to submit a grant proposal for a Septic to Sewer Project to the Florida Department of Environmental Protection Water Quality Improvement Grant Program.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: (1) Stormwater Management

BACKGROUND: On February 20, 2023, the City and Bonita Springs Utilities (BSU), through a Joint Partnership Agreement, were awarded two (2) grants for septic to sewer conversion in two (2) neighborhoods. Funding for the conversions was from Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant Program. The City and BSU received \$2,050,000 for the first neighborhood and \$950,000 for the other. The grant is a 50:50 match with the City and BSU contributing the local government's match.

BSU recently solicited bids for contractors for both neighborhoods, which resulted in both bids being higher than the engineer's estimate.

The City and BSU did receive an additional allocation based on the contractor's solicited bid proposal in 2024. A new identified shortfall has been identified for the projects.

City and BSU staff have been in communication with FDEP to inquire about additional funds available to allocate to the septic conversion projects. FDEP staff indicated that the department currently has an open grant cycle through the Water Quality Improvement Grant Program. This grant might be a possibility to garner additional funding for the project. The application cycle closes on June 30, 2024. If awarded, the funds could be expected in early 2025 and would be added to the existing 2 grants.

STAFF RECOMMENDATION: Authorize staff, in coordination with Bonita Springs Utilities, to submit a grant proposal for a Septic to Sewer Project to the Florida Department of Environmental Protection Water Quality Improvement Grant Program.

ATTACHMENTS:

1. Water Quality Improvement Grant Program Announcement

REVIEWERS:

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

PROTECTING TOGETHER

For the Fiscal Year 2024-25 grant proposal request, the department has combined the portal for four water quality improvement grants and encourages entities to apply for each grant program for which they are eligible. These grant programs include:

- The Water Quality Improvements Grant Program.
- The Indian River Lagoon Water Quality Improvements Grant Program.
- The Biscayne Bay Water Quality Improvements Grant Program.
- The Caloosahatchee Water Quality Improvements Grant Program.

Additional information is available in this fact sheet for each of these grants. For all water quality improvement grants discussed below, eligible project proposals must be submitted by nonstate entities. Typically, this means local governments, universities or nonprofit organizations.

Water Quality Improvements Grant Program

To be eligible for funding, a project must improve the quality of waters that:

- Are not attaining nutrient or nutrient-related standards;
- Have an established total maximum daily load; or,
- Are located within a [basin management action plan \(BMAP\) area](#), a reasonable assurance plan area adopted by final order, an accepted alternative restoration plan area or located within a rural area of opportunity.

Eligible projects include:

- (a) Connecting onsite sewage treatment and disposal systems (OSTDS) to central sewer facilities.
- (b) Upgrading domestic wastewater treatment facilities to advanced waste treatment or greater.
- (c) Repairing, upgrading, expanding, or constructing stormwater treatment facilities that result in improvements to surface water or groundwater quality.
- (d) Repairing, upgrading, expanding, or constructing domestic wastewater treatment facilities that result in improvements to surface water or groundwater quality, including domestic wastewater reuse and collection systems.
- (e) Projects identified pursuant to [sections 403.067\(7\)\(a\) or \(7\)\(e\), Florida Statutes \(F.S.\)](#).
- (f) Projects identified in a wastewater treatment plan or an onsite sewage treatment and disposal system remediation plan developed pursuant to [sections 403.067\(7\)\(a\)9. a. and b, F.S.](#).
- (g) Projects listed in a city or county capital improvement element pursuant to [section 163.3177\(3\)\(a\)4. b, F.S.](#)
- (h) Where central sewerage is not available, retrofitting OSTDS to upgrade such systems to enhanced nutrient-reducing OSTDS or other equivalent wastewater system that achieves 65% reduction in total nitrogen.

The department will consider and prioritize those projects that:

- (a) Have the maximum estimated reduction in nutrient load per project;
- (b) Demonstrate project readiness;
- (c) Are cost-effective;
- (d) Have a cost share identified by the applicant, except for rural areas of opportunity;

PROTECTING TOGETHER

- (e) Have previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project; or
- (f) Are in a location where reductions are needed most to attain the water quality standards of a waterbody not attaining nutrient or nutrient-related standards.

Indian River Lagoon Water Quality Improvements Grant Program

Eligible projects include water quality projects within the proximity of the Indian River Lagoon and to implement the Indian River Lagoon Protection Program established under [section 373.469, F.S.](#)

Biscayne Bay Water Quality Improvements Grant Program

Eligible projects include projects that will improve the water quality of Biscayne Bay, including septic to sewer and wastewater projects.

Caloosahatchee Water Quality Improvements Grant Program

Eligible projects include water quality improvement projects within the Caloosahatchee River Watershed.

REQUESTED MOTION: Presentation on Emergency Preparedness and introduction of partner agencies.

REQUESTOR: Tony Backhurst, Neighborhood Services Director

AGENDA: Presentations

STRATEGIC PRIORITY: #5 Strengthen City Finances

BACKGROUND:

Homeland Security Presidential Directive-5 (HSPD5) tasked the federal government with establishing a single, comprehensive approach to domestic incident management, which is now known as the National Incident Management System (NIMS), under which all levels of government across the nation have the capability to work efficiently and effectively together. After the impact of Hurricane Katrina in 2005, the adoption of NIMS became a condition precedent for the receipt of federal preparedness funds, including grants, contracts, and other activities.

An important component of NIMS is a scalable organizational structure known as the Incident Command Structure (ICS). Locally, utilizing this structure clarifies the chain of command and provides an orderly and systematic planning process in any circumstance. Nationally, the standardization of this structure fosters cooperation between diverse agencies, such as the City of Bonita Springs, Lee County, the State of Florida, and FEMA.

With the commencement of hurricane season, staff would like to provide a brief presentation on what to expect during an emergency response and to introduce some of our partner agencies that are involved in the preparedness and response to emergency situations.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS:

REVIEWERS:

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

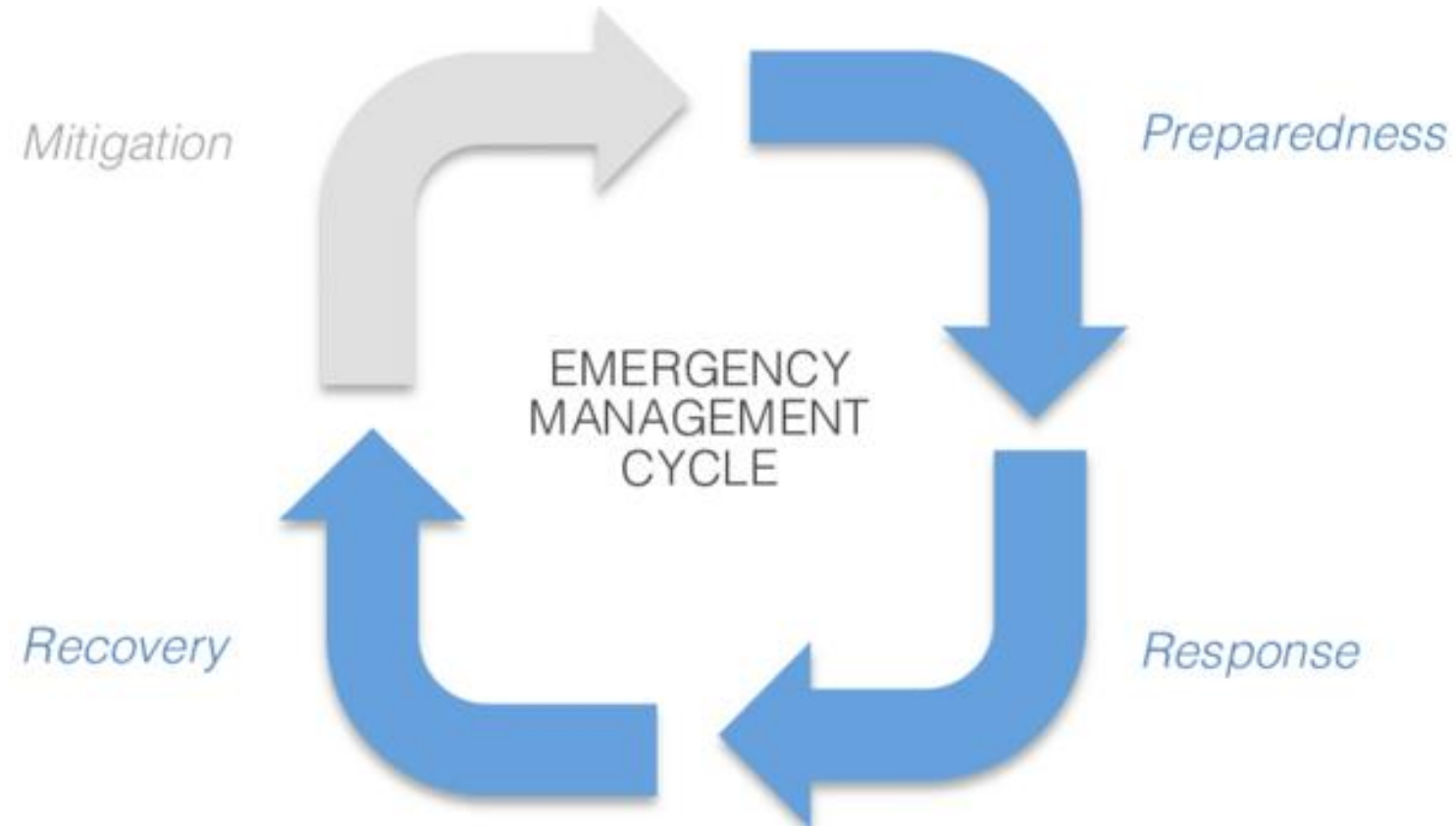


Hurricane Preparedness 2024

City of Bonita Springs

Florida
Small Town Charm.
Big Bright Future.

The Emergency Operations Plan provides overview of planning, development and procedural requirements for City response to an emergency situation



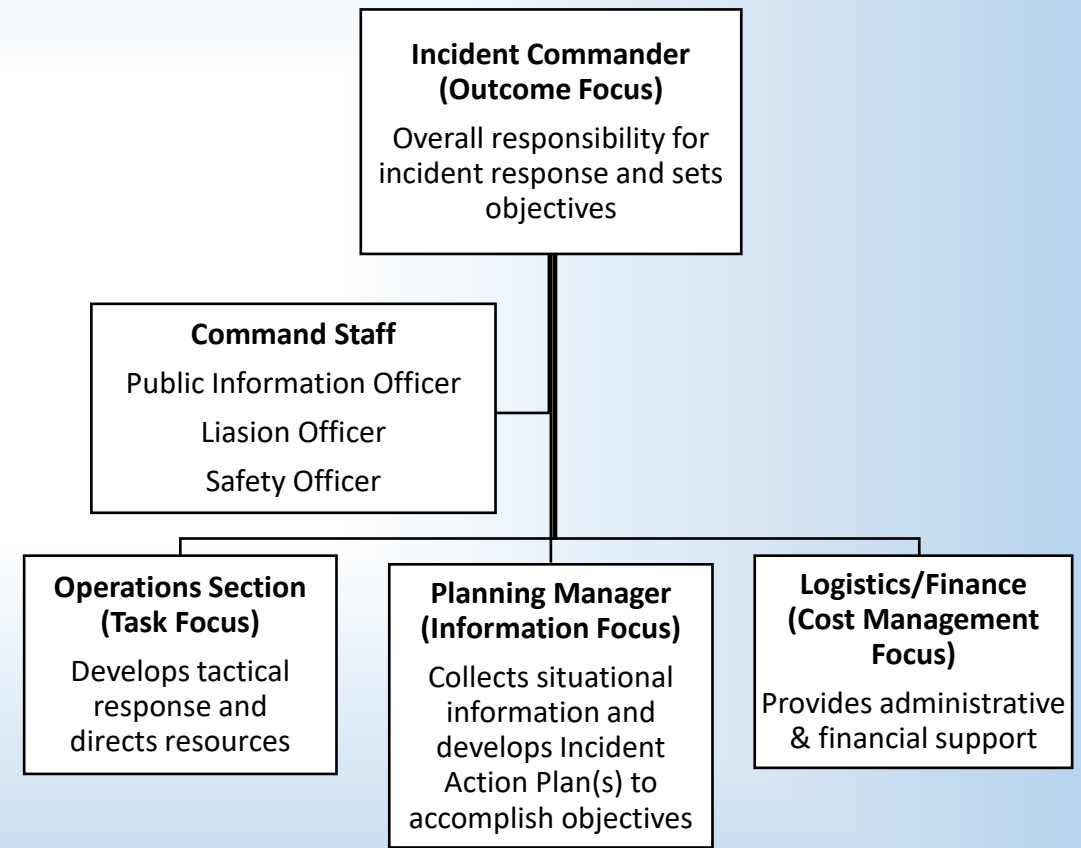
EOP Methodology

The FEMA National Incident Management System (NIMS) is a systematic, proactive approach to guide all levels of government, nongovernmental organizations (NGOs), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from the effects of incidents.

- ICS is a standardized management tool that allows better coordination and use of resources.
- ICS represents organizational best practices and has become the standard for emergency management.



Emergency Management - City Command Structure



Daily Operations

- Daily tasks and resource assignments will be addressed at the beginning of each operational period in an **Incident Action Plan (IAP)**.
- The IAP deals with **incident specific** issues, requirements, resources and concerns within the jurisdiction.
- At the end of each operational period, daily activities and situational updates will be documented in a Situation Report (Sit/Rep) which will then be transmitted to the County's EOC.

Incident Action Plan

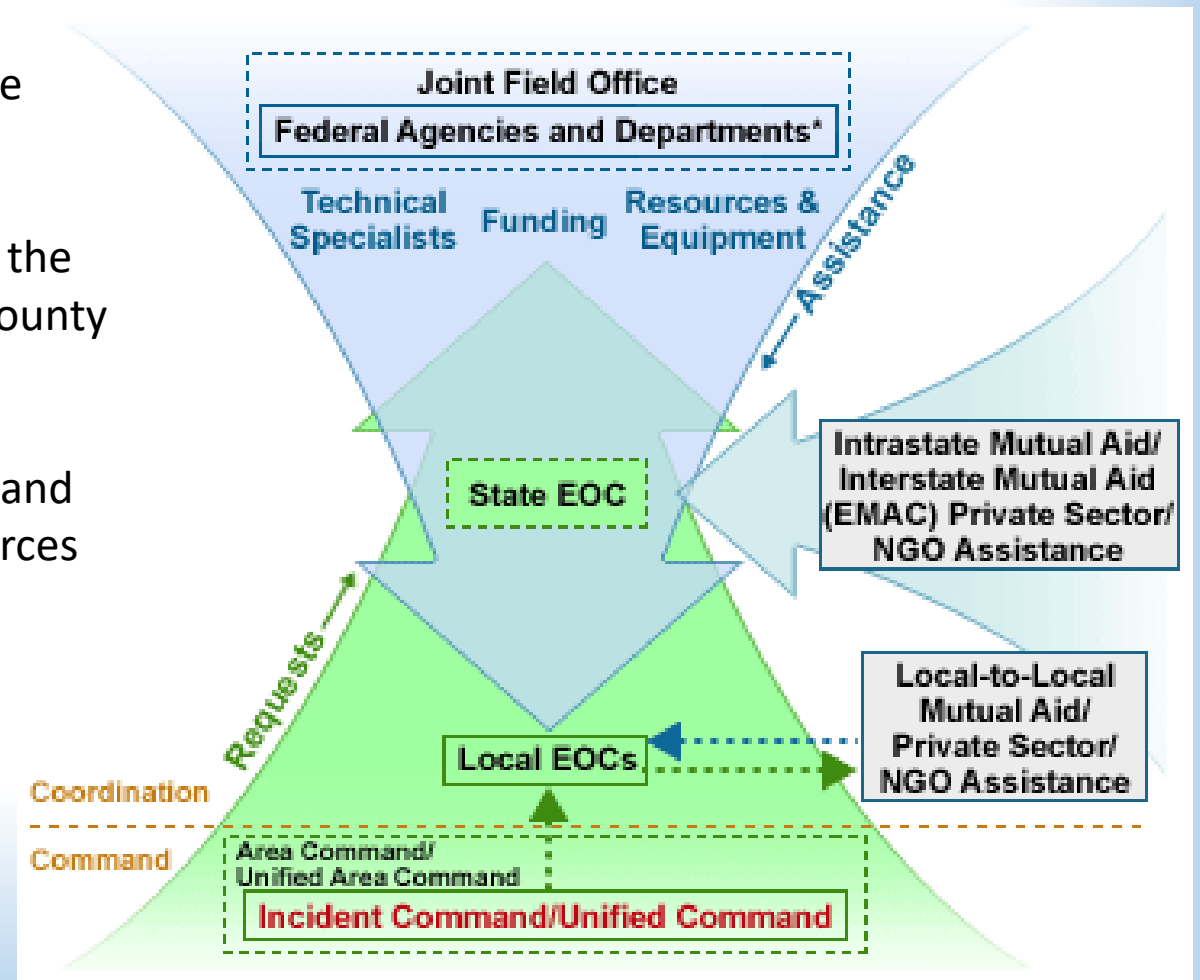
- What do we need to do?
- Who is responsible for doing it?
- What resources are needed?
- How do we communicate?

Resource Requests

Supervisors and team leaders in the field will communicate unmet needs and resource requests to the Planning Chief.

After internal confirmation that the City is unable to fulfill the request is received, formal requests will be made to the County through **WebEOC**.

It is imperative that the County is aware of circumstances and availability of resources in order to secure sufficient resources from the State or the Federal government, depending on the severity of the storm or incident.



What is F-ROC?

Florida Recovery Obligation Calculation (F-ROC) Overview

F-ROC is a new initiative, sponsored by the Florida Division of Emergency Management (FDEM), that standardizes, streamlines, and simplifies the Public Assistance process. This will result in a quicker recovery and reduced risk for Applicants.

Key Points: At a Glance



Risk Evaluation

One component of F-ROC will be an evaluation of an Applicant's financial and programmatic risk, starting with Categories A and B.



Risk Reduction

F-ROC is intended to reduce risk for Applicants related to negative audit findings and common de-obligations.



Customer Service

Assists Applicants in identifying risk within their organization and development of an Abatement Plan which could mitigate those risks.



Standardization

Identify a clear, standardized format for Applicants to present project data.

Florida Recovery Obligation Calculation (F-ROC) Overview



F-ROC will Standardize:

- Applicant's Projects: all projects will have the same look and feel which will result in fewer questions, faster approvals, and a more streamlined Public Assistance process.
- Forms and Documentation: simplifying the process by using intuitive features such as drop-down menus, limited free text, structured data, and essential data fields.

Key Pillars of F-ROC

Standardization

Form standardization simplifies the process, making it easier to submit documentation for Public Assistance.

Procurement

Understanding the procurement process and having contracts and vendors in place is critical in successful submission for Public Assistance.

Procedures

We help our Applicants prepare for events by ensuring they have a plan in place that includes policies and procedures.

Assessment

Our Disaster Readiness Assessment provides Applicants the insights needed for them to be successful in the F-ROC program.

Public Assistance (PA) Funding

The **maximum F-ROC score is 80**.
This score is made up of three components:

Once **validation** of supporting documents is **complete**, you will receive the remainder of the validated, obligated amount

20 Post Disaster Questionnaire
(F-ROC Forms and Training)

40 Disaster Readiness
Assessment

20 Baseline

With F-ROC, you can receive up to **80% Funding Upfront**





Expedited vs. F-ROC



50% of funding up front



Limited period of performance (30, 60, 90 days)



Project will need to be reconciled with actual costs before additional funding is received



Only applies to Categories A and B

VS.



Up to 80% of funding up front



Period of performance is not limited



Standardized forms will streamline the reconciliation process



Applies to Categories A and B AND future iterations will include Categories C – G, and Z

Category A – Debris Removal

Category B – Emergency Protective Measures

REQUESTED MOTION: Approve changes to both agreements with BS Parcel Holdings LLC originally approved on February 1, 2023.

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

AGENDA: City Attorney

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

BACKGROUND:

On February 1, 2023, City Council entered into two (2) agreements with BS Parcel Holdings LLC (a subsidiary of Barron Collier Companies), for the regional drainage improvement project developed by the City's design engineers Singhofen & Associates, to mitigate localized flooding in the area.

The First agreement was a purchase and sale agreement for 56 acres of stormwater treatment ponds and their associated stormwater pipe interconnections. The Second agreement was an infrastructure oversizing agreement that provided for BS Parcel Holdings to bid and provide final review for additional off site stormwater drainage infrastructure.

The project has been under construction since May 2023, the stormwater lakes and associated piping are 75% complete. During the course of construction, some modifications were made to the design to accommodate unforeseen field conditions. These have resulted in a change to the original purchase and sale agreement of \$367,449.59. Additionally, in accordance with the infrastructure oversize agreement, BS Parcel Holdings as solicited price for the offsite improvements. They have come back at \$1,994,401.34.

Money for these changes is available in the current project budget.

STAFF RECOMMENDATION: Approve changes to both agreements with BS Parcel Holdings.

ATTACHMENTS:

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

REVIEWERS:

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

AGREEMENT OF SALE

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

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

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

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

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

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

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

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

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

by reference; and

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

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

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

2. **TERMS OF PURCHASE.**

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

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

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

- a. Parcel 4, Lake 10 - Closing no sooner than October 1, 2023 (\$2,018,666). ✓
- b. Parcel 2, Lake 1 - Closing no sooner than October 1, 2024 (\$9,977,000). ✓
- c. Parcel 3, Lake 8 - Closing no sooner than October 2025 (~~\$3,258,000~~).
 \$3,528,000 DB6

If any of the Lake Parcels are not substantially complete by their respective Closing Date, the Closing will proceed only upon posting of financial surety in the amount of the

incomplete work and acceptable to Buyer to assure completion of the improvements for each respective Lake Parcel as detailed in the Singhofen Design. Such dates shall be extended due to any force majeure events or delays caused by Buyer. The Parties may mutually agree to extend the closing dates without the need to provide a financial surety.

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

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

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

2.7. Buyer's Obligations. Buyer shall obtain any and all necessary easements to construct any of the improvements set forth in the Singhofen Design that are located

outside the boundaries of the Seller's Property by a mutually agreed upon date for the Seller to be able to complete the improvements by the dates set forth in Section 2.3 above. Buyer shall obtain from Bonita Springs Utilities the property necessary to construct Lake 10 by July 28, 2023 in order for Seller to be able to timely complete the improvements related to Lake 10. Buyer shall be responsible for causing to be relocated any existing Bonita Springs Utilities facilities that conflict with the construction of any improvement set forth in the Singhofen Design. Any errors or omissions in the Singhofen Design that modifies the improvements contemplated in the approved plans shall be the responsibility of the Buyer. The Buyer shall be responsible to have Singhofen and Associates, Inc. available through construction respond to any Seller questions related to the approved plans. The Buyer will participate in public meetings and work cooperatively with the Seller to address public questions or concerns related to the work contemplated.

3. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION.

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

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

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

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

Seller represents, warrants and covenants to Buyer as follows:

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

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

4.3 Other Agreements. Except for the existing contract for sale of all of the Property to Pulte Home Company, LLC, Seller will not during the pendency of this Agreement enter into any other option or contract of sale with any other party and will not during the pendency of this Agreement voluntarily take any action without Buyer's prior written consent, which would create a lien, encumbrance or easement upon, or otherwise adversely affect Seller's title to, the Lake Parcels.

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

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

5. BUYER'S DEFAULT.

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

6. SELLER'S DEFAULT.

In the event Seller defaults in any of the obligations, conditions, terms and provisions to be performed by Seller hereunder and fails to cure such default within thirty (30) days following written notice to Seller from Buyer that such breach has occurred and the nature thereof, then and in such event, Buyer may (i) disregard such default and ratify this Agreement with timely and continue performance when due, or (ii) terminate this

Agreement, or (iii) pursue any and all remedies at law or in equity to which Buyer may be entitled by reason of such default, including without limitation, an action for specific performance. Notwithstanding the foregoing, Buyer hereby waives any and all right to seek or recover consequential, incidental, speculative, special or punitive damages. This provision shall survive termination of this Agreement.

7. MISCELLANEOUS.

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

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

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

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

7.5 Applicable Law. This Agreement shall be given effect and construed by application of the law of Florida, without regard to principles of conflicts of

law. Exclusive venue for any action related to this Agreement shall be in and for the State courts located in Lee County, Florida.

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

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

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

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

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

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

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

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

7.11 Attorneys' Fees. In any litigation between the parties to enforce any provision or right under this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses incurred by the prevailing party in

connection with the litigation including, but not limited to, reasonable attorneys' fees.

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

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

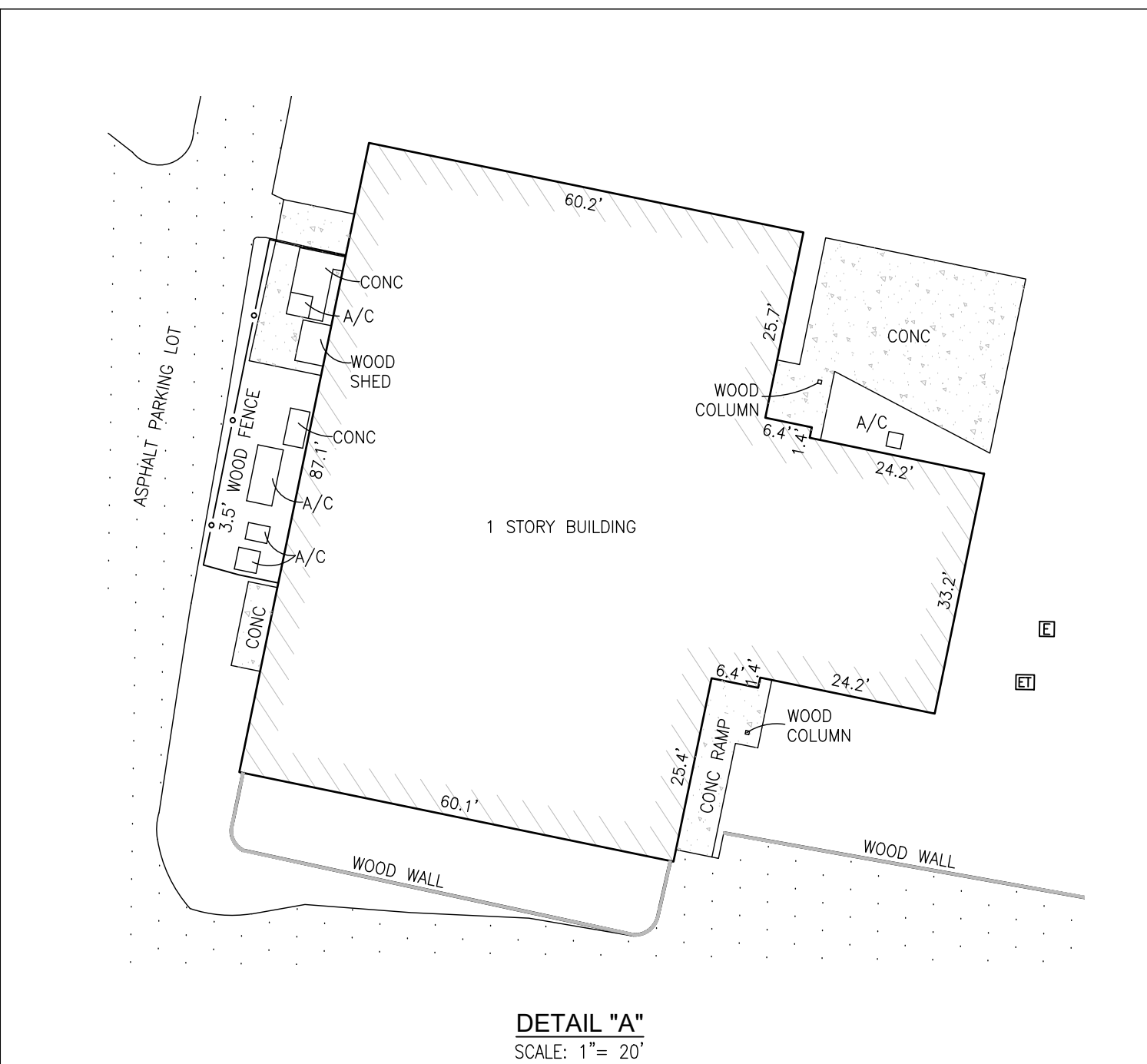
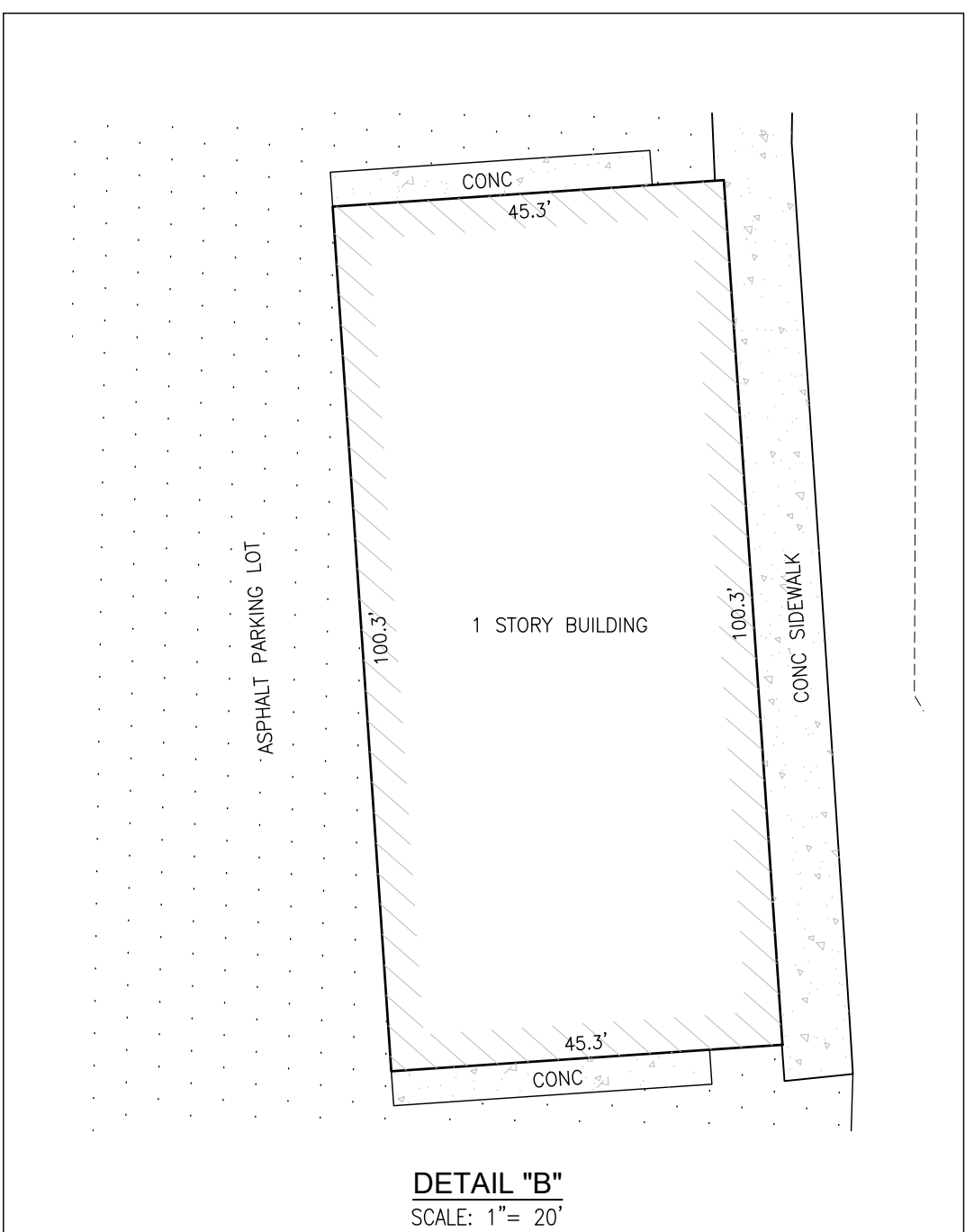
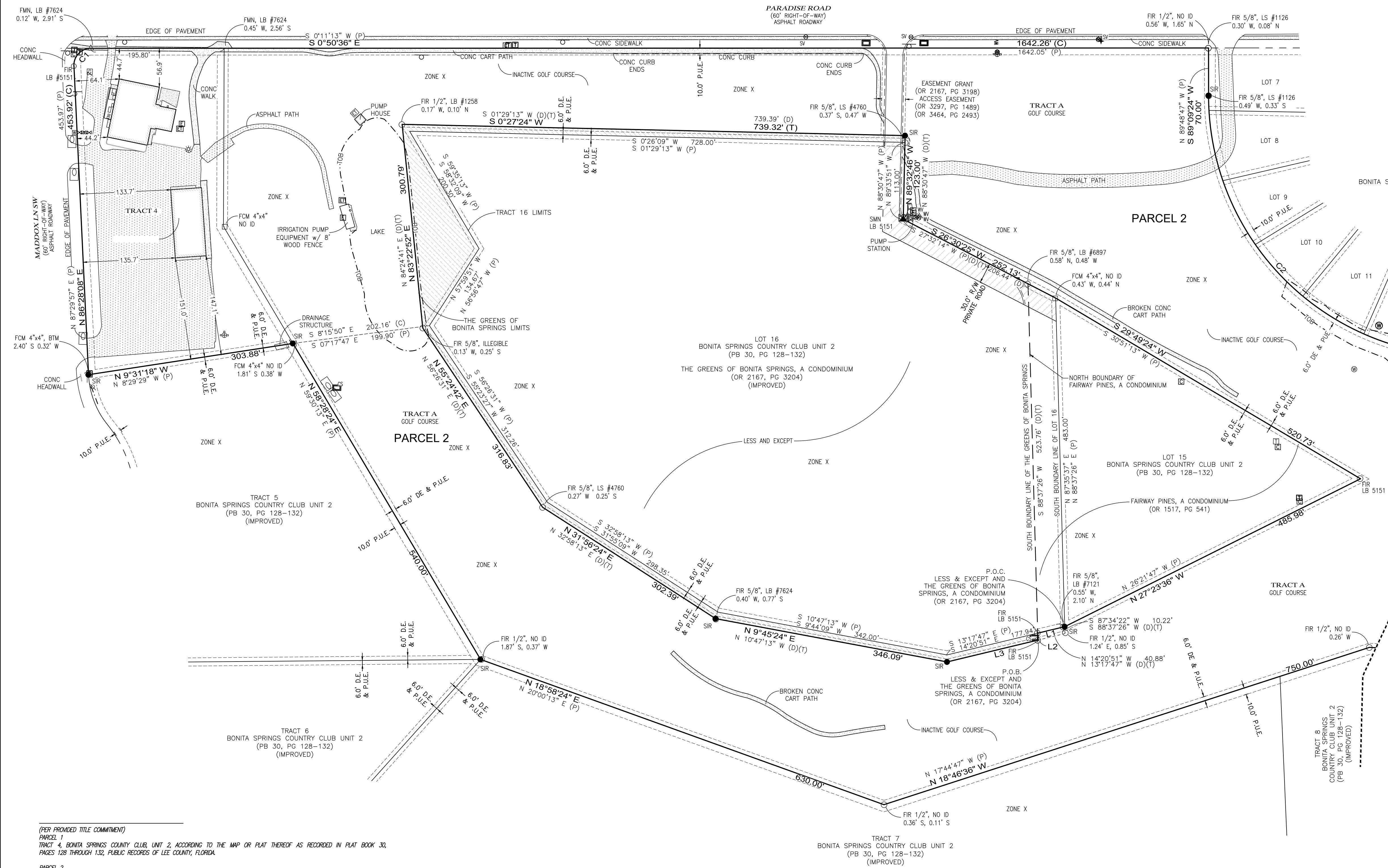
7.14 Force Majeure. Notwithstanding anything in this Agreement to the contrary, if either party is delayed in the performance of any act as contemplated herein by reason of any act of god or force majeure event, upon notice provide to the other party within a reasonable time after its occurrence, performance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

[SIGNATURE PAGE FOLLOWS]

Exhibit A



Exhibit A-1



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

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

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

REVISION: UPDATED BOUNDARY SURVEY 9-15-2020.

NOT COMPLETE WITHOUT SHEETS 1-2 OF 2

TRACT A AND TRACT 4 AND TRACT 10
BONITA SPRINGS COUNTRY CLUB UNIT 2
PLAT BOOK 30, PAGES 128-132

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

DATE SIGNED _____

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

G:\SURVEY\PROJECT SURVEY 2020\144 - BONITA GOLF COURSE\144-BS SOUTH.DWG

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

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

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

THENCE CONTINUE NORTH 131°17'47" WEST FOR 137.08 FEET; THENCE RUN NORTH 10°47'13" EAST FOR 346.09 FEET; THENCE RUN NORTH 32°58'13" EAST FOR 302.39 FEET; THENCE RUN NORTH 56°26'31" EAST FOR 316.83 FEET; THENCE RUN NORTH 8°24'41" EAST FOR 300.79 FEET; THENCE RUN SOUTH 1°02'19" WEST FOR 739.32 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF A 30 FOOT WIDE PRIVATE ROAD EXTENDING SOUTH 88°30'47" EAST; THENCE RUN NORTH 88°30'47" WEST FOR 123.00 FEET; THENCE RUN SOUTH 27°32'14" WEST FOR 206.44 FEET; THENCE RUN SOUTH 88°37'26" WEST FOR 523.76 FEET TO THE POINT OF BEGINNING.

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

SCALE: 1" = 80'

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

POB	POINT OF COMMENCEMENT	(P)	PER PLAT	TC	TOP OF GRADE ELEVATION
POB	POINT OF BEGINNING	(M)	MEASURED	TM	RM ELEVATION
RF	ROUND IRON ROD	(C)	CALCULATED	RM	INVERT ELEVATION
RF	FOUND 5/8" IRON ROD	(D)	PER DEED		ELEVATION
SIR	SET 5/8" IRON ROD W/APP. LB. #515	(EA)	TEMPORARY EASEMENT AGREEMENT	A/C	AIR CONDITIONING UNIT
SCM	SET CONCRETE MONUMENT	BOL	CONCRETE BOLLARD		BACKFLOW FLOW PREVENTER
SCM	SET CONCRETE MONUMENT W/ALUMINUM DISK LB. #5151		PER TITLE COMMITMENT PLAT BOOK		CABLE T.V. ROW PREVENTER
SCM	SET CONCRETE MONUMENT W/ALUMINUM DISK LB. #5151		PAGE		CATCH BASIN/INLET
SMN	FOUND PARKER KALON NAIL	OR	OFFICIAL RECORDS BOOK	CH	CLEAN OUT
SMN	FOUND PARKER KALON NAIL W/BRASS DISK LB. #5151	R.O.W.	RIGHT-OF-WAY	CONC	CONCRETE
FDH	FOUND DRILL HOLE	EDP	EDGE OF PAVEMENT		CONCRETE HEAD WALL
FDH	FOUND DRILL HOLE		UTILITY EASEMENT	CMP	CENTRALINE
FDH	FOUND MAG. NAIL	LB	LICENSED BUSINESS		CORRUGATED PLASTIC PIPE
FND	FOUND NAIL	PM	PROFESSIONAL SURVEYOR AND MAPPER	FPL	FLOOD MONITORING & LIGHT
FND	FOUND NAIL W/BRASS DISK LB. #5151	CLF	STATE PLANE COORDINATES		WALL/MONITORING WELL

① DRAINAGE MANHOLE	SV	① SEWER VALVE			
① ELECTRIC MANHOLE		① SIGN ON POLE			
① ELECTRIC BOX/RISER/METER		① TELEPHONE MANHOLE			
① PIPE HYDRANT		① TELEPHONE BOX/RISER			
① ELECTRIC TRANSFORMER		① TRAFFIC LIGHT			
① GAS SERVICE METER		① UNDERGROUND			
① GREASE TRAP		① UTILITY POLE - WOOD			
① GUY ANCHOR		① UTILITY POLE - CONCRETE			
① IRRIGATION VALVE		① WATER METER			
① IRRIGATION CONTROL VALVE		① WATER VALVE			
① LIGHT POLE		① YARD DRAIN			
① MIXED END		+ AIR RELEASE VALVE			
① OVERHEAD WIRES		EDGE OF WATER			
① REINFORCED CONCRETE PIPE		TOP OF BANK			
① SANITARY MANHOLE		TOP OF SLOPE			
① UNDERGROUND BURIED CABLE METER		① CULVERT STRUCTURE			

86 NORTH AMERICAN VEHICLE DATA BOOK OF 1988

THE GREENS CONDO OVERLAPS TRACT A

APPROXIMATE FLOOD ZONE / ELEVATION LINE

 **Gr**

Civil Engineer
Cert. of Auth. EB 0005
Bonita Springs: 239.

Minor
Land Surveyors
Cert. of Auth. LB 0005151
www.GA

REVISION: UPDATED BOUNDARY SURVEY 9--

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

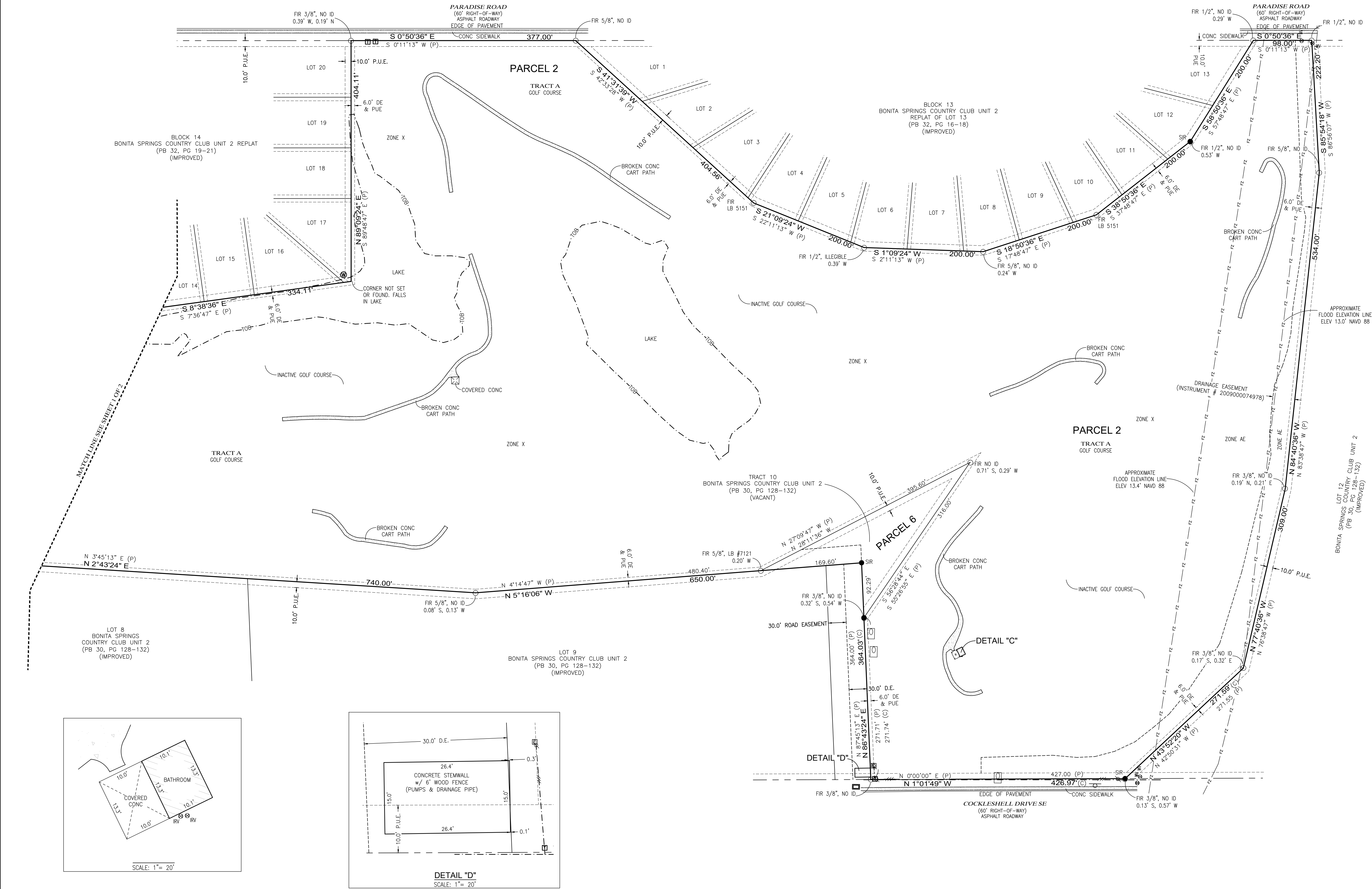
anners • Landscape Architects
Business LC 26000266

or.com Fort Myers: 239.690.4380

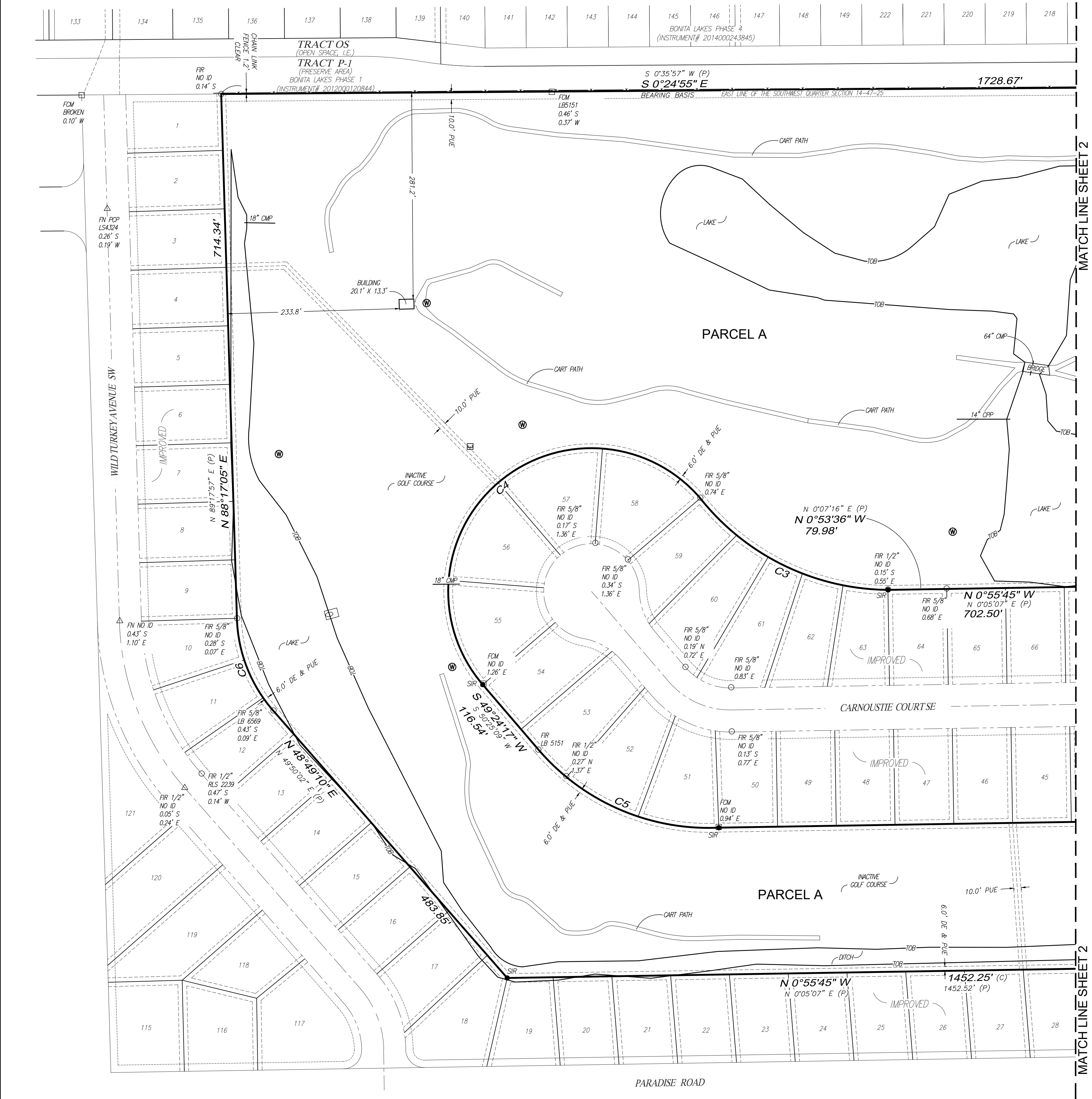
DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	BSCCBS
SCALE:	1" = 80'
DATE:	21 MAY 2018
FILE:	20-144-BS SOUTH.DWG
SHEET:	1 of 2

BOUNDARY SURVEY		DATE SIGNED _____
TRACT A AND TRACT 4 AND TRACT 10 BONITA SPRINGS COUNTRY CLUB UNIT 2 PLAT BOOK 30, PAGES 128-132 LYING IN SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA		DONALD L. SAINTENOY III, P.S.M. FL LICENSE #6761 11/11/2011

- NOTES:**
1. BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT OBTAINED USING RTK GPS OBSERVATIONS ON THE FOOT NETWORK AND ARE BASED ON THE EAST LINE OF TRACT A, BONITA SPRINGS COUNTRY CLUB, UNIT 2, AS RECORDED IN PLAT BOOK 30, PAGES 128-132, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING S 0°50'36" E.
2. THIS SURVEY WAS PREPARED WITH THE A TITLE COMMITMENT PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A FILE NUMBER 18012483 KP, HAVING AN EFFECTIVE DATE OF AUGUST 25, 2020 AT 8:00 AM, (REVISED 9-14-20), AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, AND FLOOD ZONE AE HAVING A BASE FLOOD ELEVATION OF 13.0' AND 13.4' (NAVD 88), PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0656 F, DATED 8/28/2008. FLOOD LINES SHOWN HEREON WERE OBTAINED FROM A LEE COUNTY GIS FILE AND ARE ASSUMED TO BE APPROXIMATE.
4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
5. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
9. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
10. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
11. DATE OF LAST FIELD WORK: 9/15/2020.
12. THERE APPEARS TO BE AN OVERLAP BETWEEN THE GREENS OF BONITA SPRINGS CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2167, PAGE 3204, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND TRACT A OF BONITA SPRINGS COUNTRY CLUB UNIT 2, AS RECORDED IN PLAT BOOK 30, PAGES 128 THROUGH 132, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. SAID OVERLAP IS SHOWN HEREON.
13. THE 30 FOOT PRIVATE ROAD RIGHT-OF-WAY SHOWN ON THE RECORDED PLAT IS NOT SHOWN HEREON. THAT PORTION WITHIN TRACT "A" WAS VACATED BY RESOLUTION 88-7-21, THAT PORTION WITHIN BLOCK 14 WAS REMOVED AT THE REQUEST OF THE ATTORNEY.



POB	POINT OF COMMENCEMENT	(P)	PER PLAT	TO	TOP OF GRADE ELEVATION	DM	DRAINAGE MANHOLE	SV	SEWER VALVE
FP	POINT OF BEGINNING	(M)	MEASURED	RM	RIGHT ELEVATION	EM	ELECTRIC MANHOLE	SP	SEWER POLE
FIP	FOUND IRON PIPE	(C)	CALCULATED	INV	INVERT ELEVATION	EB	ELECTRIC BOX/RISER/METER	OP	OPEN ON POLE
FIR	FOUND 5/8" IRON ROD	(D)	PER DEED	ELEV	ELEVATION	EH	ELECTRIC HYDRANT	TM	TELEPHONE BOX/RISER
SIR	SET 5/8" IRON ROD w/CP, LB. #5151	(EA)	TEMPORARY EASEMENT AGREEMENT	A/C	AIR CONDITIONING UNIT	UG	ELECTRIC TRANSFORMER	TL	TRAFFIC LIGHT
FCM	FOUND 4"x4" CONCRETE MONUMENT	(BOL)	CONCRETE BOLLARD	PLAT BOOK	BACKFLOW PREVENTOR	UG	UNDERGROUND	UG	UNDERGROUND
FCM	SET CONC. MONUMENT w/ALUMINUM DISK, LB. # 5151	(BOL)	PER TITLE COMMITMENT	PLAT BOOK	PLAT BOOK	UG	UNDERGROUND	UG	UNDERGROUND
FCM	FOUND PARKER KALON NAIL	(BOL)	PER TITLE COMMITMENT	PLAT BOOK	PLAT BOOK	UG	UNDERGROUND	UG	UNDERGROUND
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FCM	FOUND PARKER KALON NAIL	(BOL)	PER TITLE COMMITMENT						



POC	POINT OF COMMENCEMENT	(P)	PLAT	TOP OF GRADE ELEVATION	MHD	MANHOLE	SV	SEWER VALVE
POB	POINT OF BEGINNING	(M)	MEASURED	RM ELEVATION	EB	ELECTRIC BOX/RISER/METER	SV	SEWER VALVE
FIP	FOUND IRON PIPE	(C)	CALCULATED	INV ELEVATION	FH	FIRE HYDRANT	TR	TRAFFIC LIGHT
FIR	FOUND 5/8" IRON ROD	(C)	DEED	ELEV	GP	GAS SERVICE/METER	UG	UNDERGROUND
SR	SET 5/8" IRON ROD W/CD, LB. #5151	(C)	CONCRETE BOLLARD	A/C	GP	GAS VALVE	UPW	UTILITY POLE - WOOD
FCM	FOUND 4"x4" CONCRETE MONUMENT	(C)	CONCRETE BOLLARD	SFP	GP	GAS VALVE	UPW	UTILITY POLE - CONCRETE
SCM	SET CONC. MONUMENT w/ALUMINUM DISK, LB. # 5151	(C)	CONCRETE BOLLARD	CB	GP	GAS VALVE	WV	WATER VALVE
SPK	SET PARKER KALON NAIL	(C)	CONCRETE BOLLARD	CB	GP	GAS VALVE	WV	WATER VALVE
FDH	FOUND DRILL HOLE	(C)	CONCRETE BOLLARD	CB	GP	GAS VALVE	WV	WATER VALVE
FMN	FOUND MAG NAIL	(C)	CONCRETE BOLLARD	CB	GP	GAS VALVE	WV	WATER VALVE
FND	FOUND	(C)	CONCRETE BOLLARD	CB	GP	GAS VALVE	WV	WATER VALVE

REVISION: UPDATED BOUNDARY SURVEY 9-19-2020.

NOT COMPLETE WITHOUT SHEETS 1-2 OF 2

**GradyMinor**

Civil Engineers • Land Surveyors • Planners • Landscape Architects

Cert. of Auth. EB 0005151
Bonita Springs: 239.947.1144

Cert. of Auth. LB 0005151
Business LC 26000266

Fort Myers: 239.690.4380

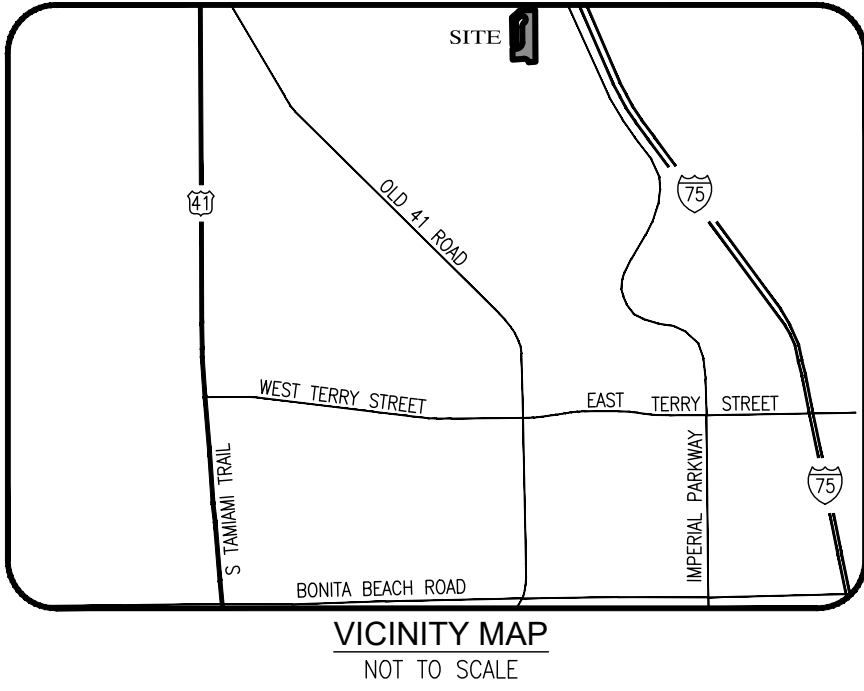
www.GradyMinor.com

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

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	BSGC
SCALE:	1" = 80'
DATE:	21 MAY 2018
FILE:	20-144-BS NORTH.DWG
SHEET:	1 of 2

BOUNDARY SURVEY
BONITA SPRINGS COUNTRY CLUB, UNIT 1
PARCEL A
PLAT BOOK 30, PAGES 81 THROUGH 84
LYING IN
SECTIONS 14 AND 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE SIGNED
DONALD L. SAINTENY III, P.S.M.
FL LICENSE #6761
FOR THE FIRM



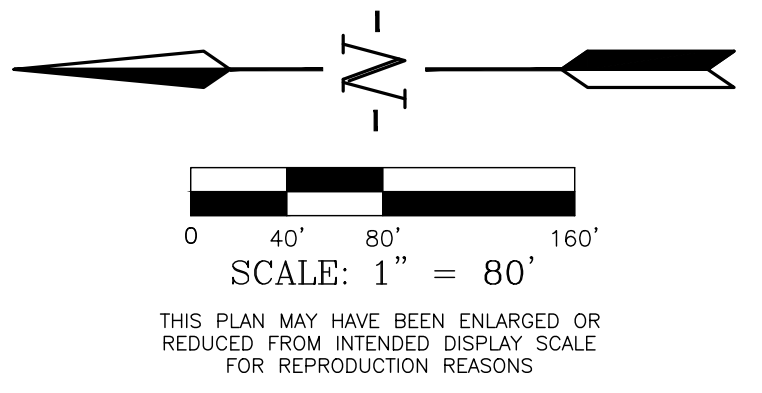
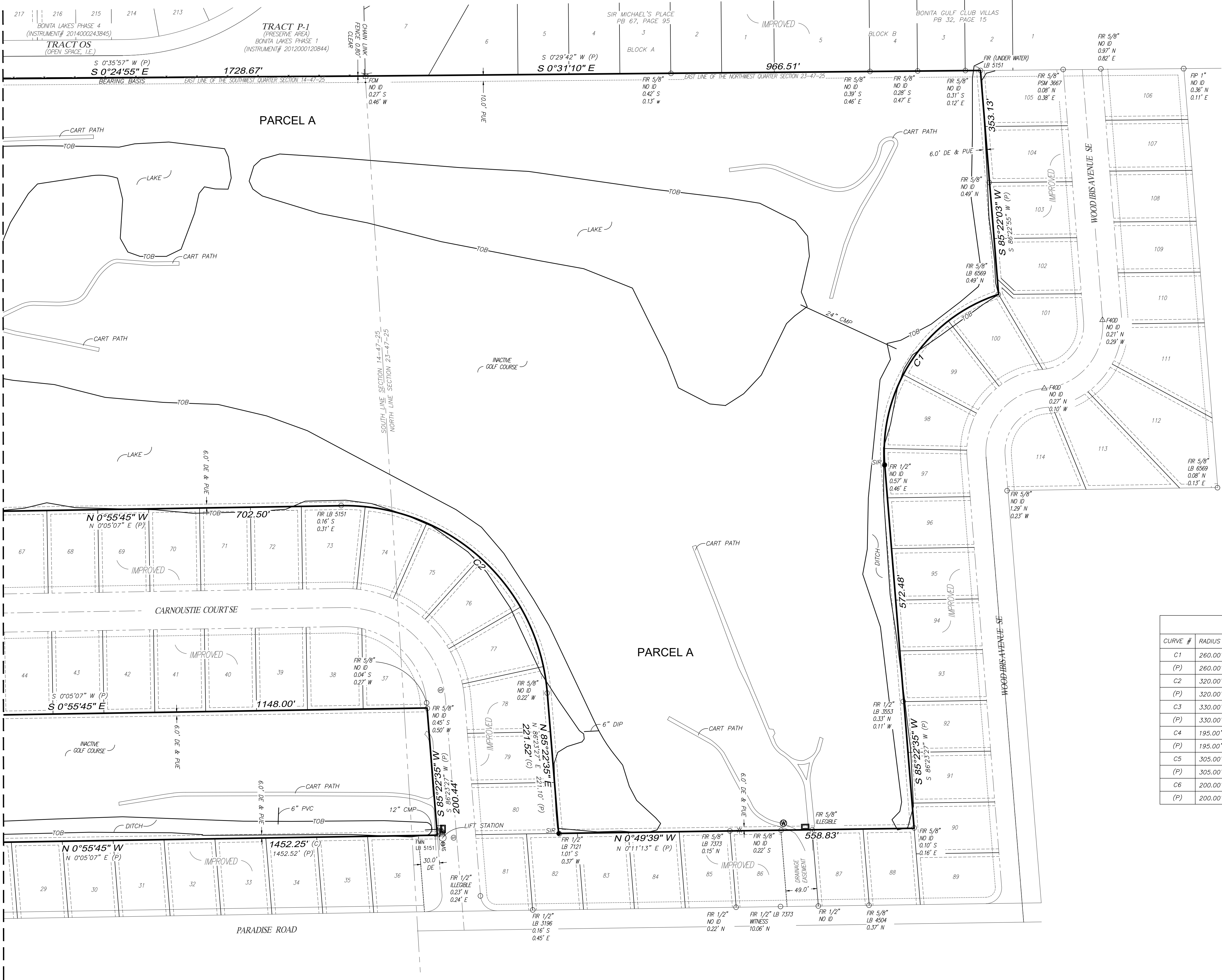
PROPERTY DESCRIPTION
(PER PROVIDED TITLE COMMITMENT)
PARCEL 3

PARCEL A, BONITA SPRINGS COUNTRY CLUB, UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 81 THROUGH 84, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTES:

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

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



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

- POC

POB

FIP

FR

SIR

FTM

SCM

FRK

SPK

SDH

FMN

FND
- POINT OF COMMENCEMENT

POINT OF BEGINNING

FOUND IRON PIPE

FOUND 5/8" IRON ROD

SET 5/8" IRON ROD W/CP, LB. #5151

FOUND 4"x4" CONCRETE MONUMENT

SET CONC. MONUMENT w/ALUMINUM DISK, LB.# 5151

FOUND PARKER KALON NAIL

SET PARKER KALON NAIL w/BRASS DISK, LB.# 5151

SET DRILL HOLE

FOUND DRILL HOLE

SET DRILL HOLE

FOUND MAG NAIL

FOUND
- (P)

(M)

(C)

(D)

BOL

GT

PC

OR

R.O.W.

EOP

PUE

LB

PSM

SPC
- MEASURED

CALCULATED

PER DEED

CONCRETE BOLLARD

GREASE TRAP

PLAT BOOK

PAGE

OFFICIAL RECORDS BOOK

RIGHT-OF-WAY

EDGE OF PAVEMENT

LICENSED BUSINESS

PROFESSIONAL SURVEYOR AND MAPPER

STATE PLANE COORDINATES
- TC

RM

INV

ELEV

A/C

BFP

CB

CO

CONC.

CMP

DE
- TOP OF GRATE ELEVATION

RIM ELEVATION

INVERT ELEVATION

PER DEED ELEVATION

AIR CONDITIONING UNIT

BACKFLOW PREVENTOR

CABLE T.V. BOX/RISER

CATCH BASIN/INLET

CLEAN OUT

CONCRETE

CONCRETE HEAD WALL

CORRUGATED METAL PIPE

CORRUGATED PLASTIC PIPE

DRAINAGE EASEMENT
- MHD

EB

FR

OSM

GV

IP

CV

OH

RCP

MHS

NAVD 88
- DRAINAGE MANHOLE

ELECTRIC MANHOLE

ELECTRIC BOX/RISER/METER

FIRE HYDRANT

GAS SERVICE/METER

GAS VALVE

GUY ANCHOR

IRRIGATION VALVE

IRRIGATION CONTROL VALVE

LIGHT POLE

METERED END

OVERHEAD WIRES

REINFORCED CONCRETE PIPE

SANITARY MANHOLE

NATIONAL GEODETIC VERTICAL DATUM OF 1929

NORTH AMERICAN VERTICAL DATUM OF 1988
- SV

SKIN

TRE

TL

UG

UPW

UPC

WY

WV

WV

DIP
- SEWER VALVE

SIGN ON POLE

TELEPHONE MANHOLE

TELEPHONE BOX/RISER

TRAFFIC LIGHT

UNDERGROUND

UTILITY POLE - WOOD

UTILITY POLE - CONCRETE

WATER METER

WATER VALVE

YARD DRAIN

YARD DRAIN

YARD DRAIN

WELL

DUCTILE IRON PIPE

Civil Engineers

Land Surveyors

Planners

Landscape Architects

Cert. of Auth. EB 0005151

Cert. of Auth. LB 0005151

Business LC 26000266

239.947.1144

Fort Myers: 239.690.4380

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DRAWN BY: KJG

CHECKED BY: DLS

JOB CODE: BSGC

SCALE: 1" = 80'

DATE: 21 MAY 2018

FILED-144-BS NORTH.DWG

SHEET: 2 of 2

BOUNDARY SURVEY

BONITA SPRINGS COUNTRY CLUB, UNIT 1

PARCEL A

PLAT BOOK 30, PAGES 81 THROUGH 84

LYING IN

SECTIONS 14 AND 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST

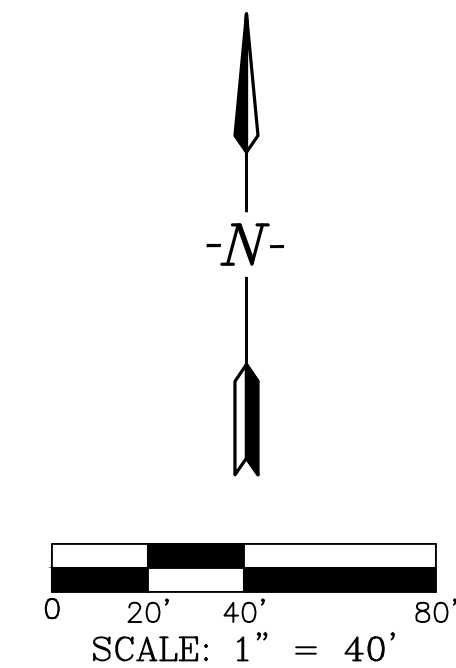
LEE COUNTY, FLORIDA

NOT COMPLETE WITHOUT SHEETS 1-2 OF 2

PARCEL 4

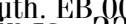
TRACT 1 OF BONITA SPRINGS COUNTRY CLUB, UNIT 2, ACCORDING TO PLAT BOOK 30, PAGE 128 OF THE PUBLIC RECORDS OF LEES COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING LANDS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 1 7/8 THENCE NORTHERLY ALONG THE WEST PROPERTY LINE OF SAID TRACT 1, N 00°46'57"E A DISTANCE OF 502.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST PROPERTY LINE OF SAID TRACT 1, N 00°46'57"E A DISTANCE OF 164.19 FEET; THENCE S 88°03'31" E A DISTANCE OF 674.93 FEET; THENCE S 00°44'16" W A DISTANCE OF 164.18 FEET; THENCE S 88°03'31" W A DISTANCE OF 675.06 FEET TO THE POINT OF BEGINNING.

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983. DATA FROM 1984 TO PRESENT DATE WAS OBTAINED BY UTILIZING RTCP GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE EAST LINE OF LOT 1, BONITA SPRINGS COUNTRY CLUB UNIT 2, AS RECORDED IN PLAT BOOK 30, PAGES 128-132, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING S 01°03'5" E.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF ABSTRACT OF TITLE PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN OFFICE FILE NUMBER JA 18-023, HAVING AN EFFECTIVE DATE OF AUGUST 25, 2020 (REVISED 05/11/2020) AT 8:00 AM. IT MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0593 G, DATED 12/7/2018.
4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
5. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
8. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ORIGINAL SIGNATURE AND SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
9. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
10. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 53-17.051, F.A.C., PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
11. DATE OF LAST FIELD WORK: 9/12/2020.



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

[illegible]


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

DRAWN BY: AH	BOUNDARY SURVEY w/ IMPROVEMENTS 23950 COCKLESHELL DR BONITA SPRINGS, FL 34135 LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA	DATE SIGNED _____ <i>TIMOTHY J. DEVRIES, P.S.M.</i> FL LICENSE #6758 FOR THE FIRM.
CHECKED BY: TJD		
JOB CODE: BSGC		
SCALE: 1" = 40		
DATE: 17 SEPTEMBER 2020		
FILE: 20-144-BS.DWG		
SHEET: 1 of 1		

(PER PROVIDED TITLE COMMITMENT)

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

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM. IN 1980, THE SURVEYOR MAINTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE NORTH LINE OF LOT 2, BONITA SPRINGS COMMUNITY CLUB UNIT 2, AS RECORDED IN PLAT BOOK 30, PAGES 128-132, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N 86°29'38" E.

2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF ABSTRACT OF TITLE PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN OFFICE FILE NUMBER LA 18-023, HAVING AN EFFECTIVE DATE OF AUGUST 25, 2020 (REVISED 9-14-2020) AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12071C 0593 G, DATED 12/7/2018.

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

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

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

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

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

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

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

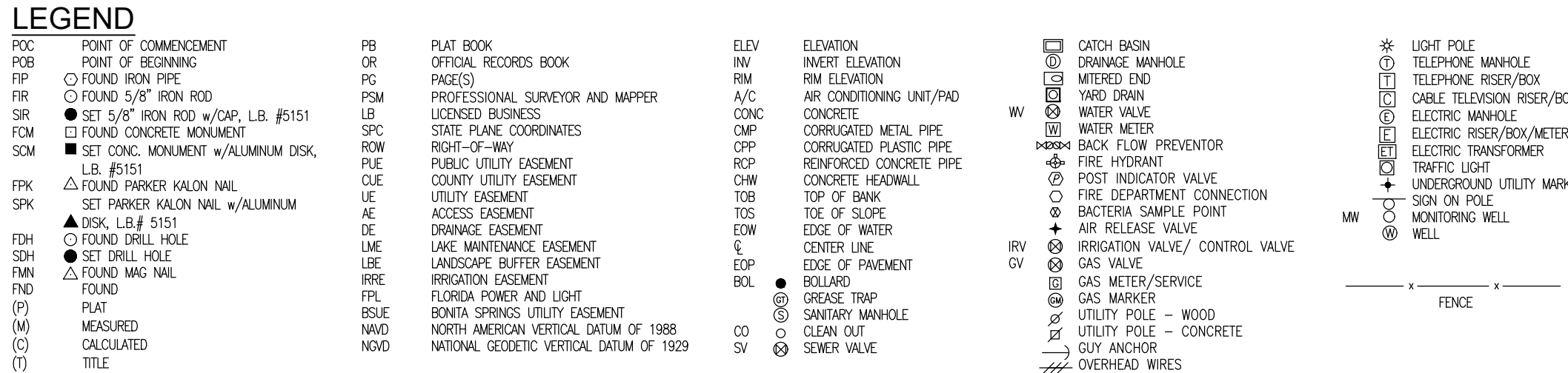
11. DATE OF LAST FIELD WORK: 9/12/2020.

A vertical line with arrows at both ends, pointing upwards and downwards. In the center of the line is the label $-N-$.



DATE SIGNED _____

TIMOTHY J. DEVRIES, P.S.M.
FL LICENSE #6758
FOR THE FIRM



Civil Engineers • Land Surveyors
 Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151
 Bonita Springs: 239.947.1144

www.GradyMinor.com

Landscape Architects
Business LC 26000266
Fort Myers: 239.690.4380

BOUNDARY SURVEY w/ IMPROVEMENTS

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

Exhibit A-7

PROPERTY DESCRIPTION

(PER PROVIDED TITLE COMMITMENT)

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

CONTAINING 0.36 ACRE MORE OR LESS

NOTES:

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

LEGEND

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

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

BOUNDARY SURVEY w/ IMPROVEMENTS

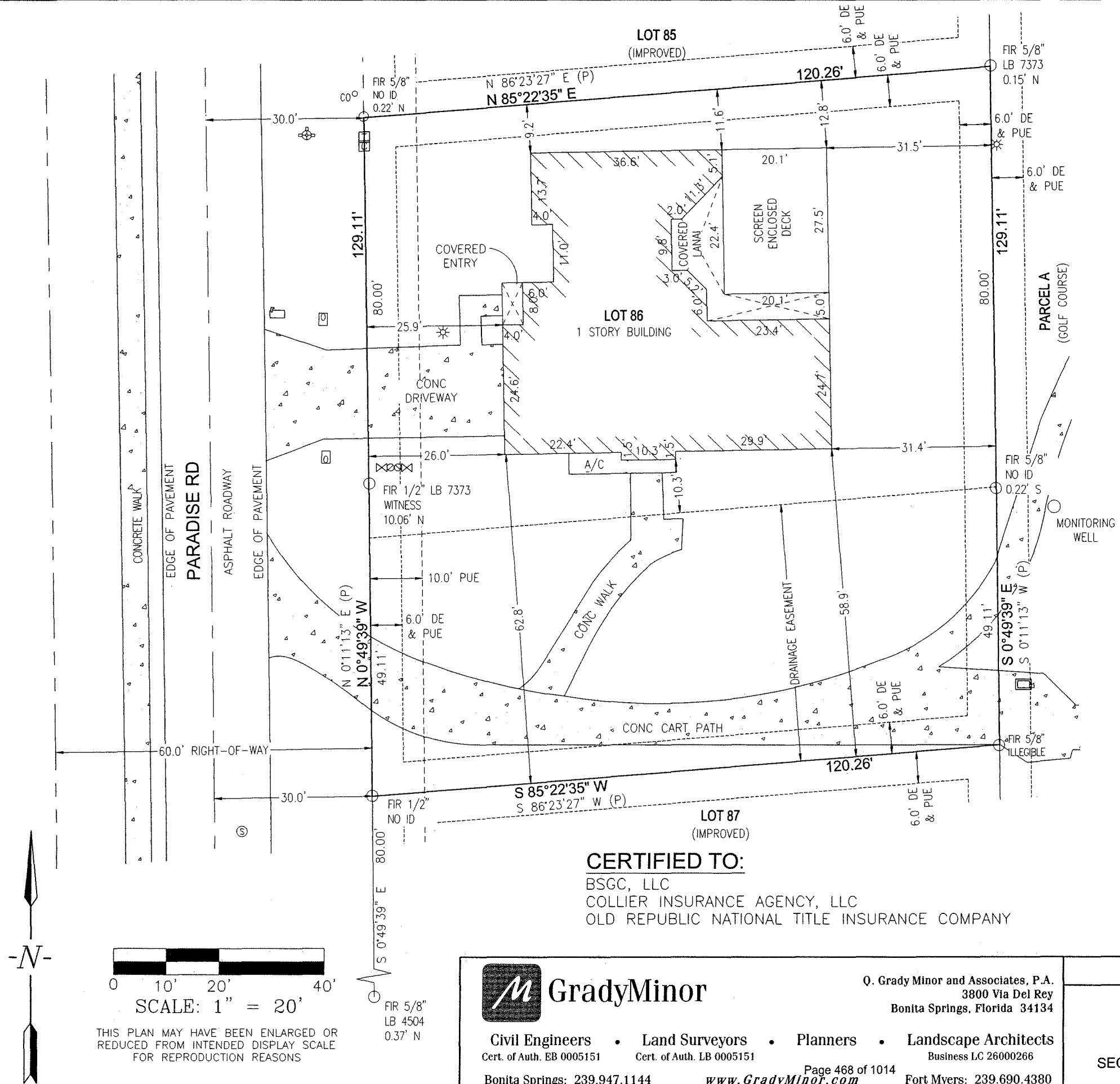
LOT 86
BONITA SPRINGS COUNTRY CLUB UNIT 1
PLAT BOOK 30, PAGES 81-84

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

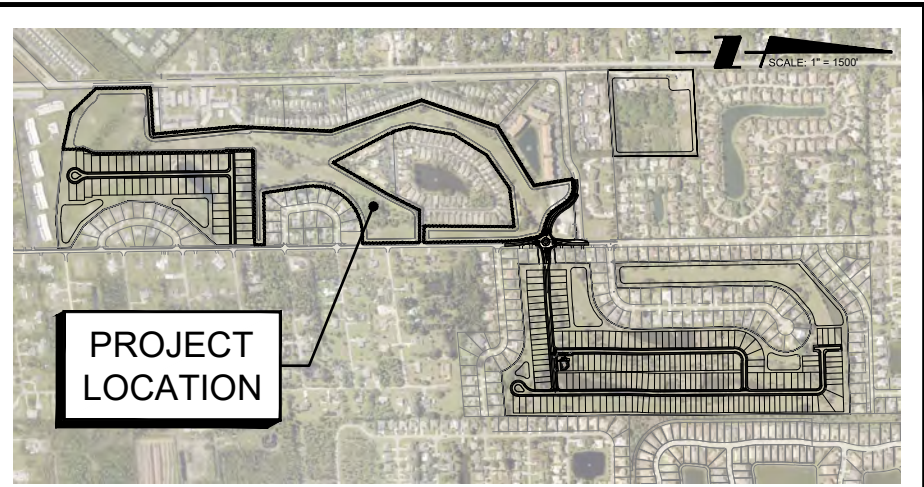
DRAWN BY:	AH
CHECKED BY:	DLS
JOB CODE:	BSGC
SCALE:	1" = 20'
DATE:	22 SEPTEMBER 2020
FILE:	20-144-LOT 86
SHEET:	1 of 1

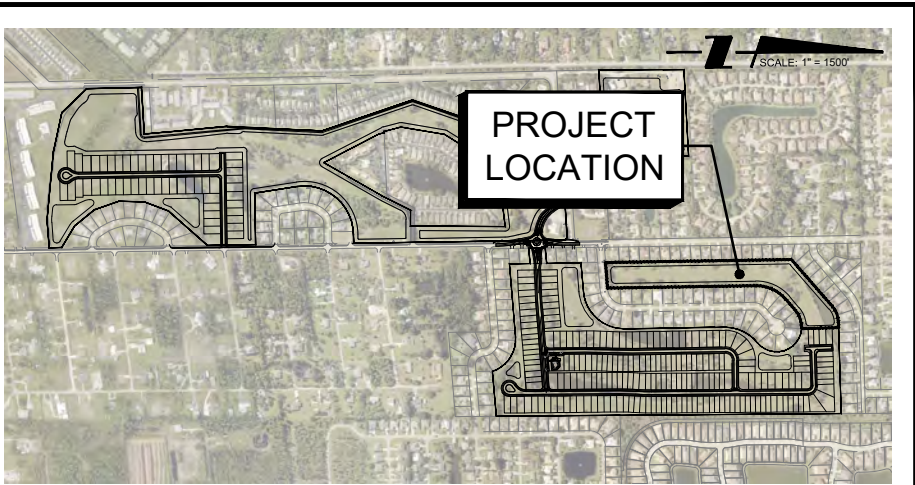
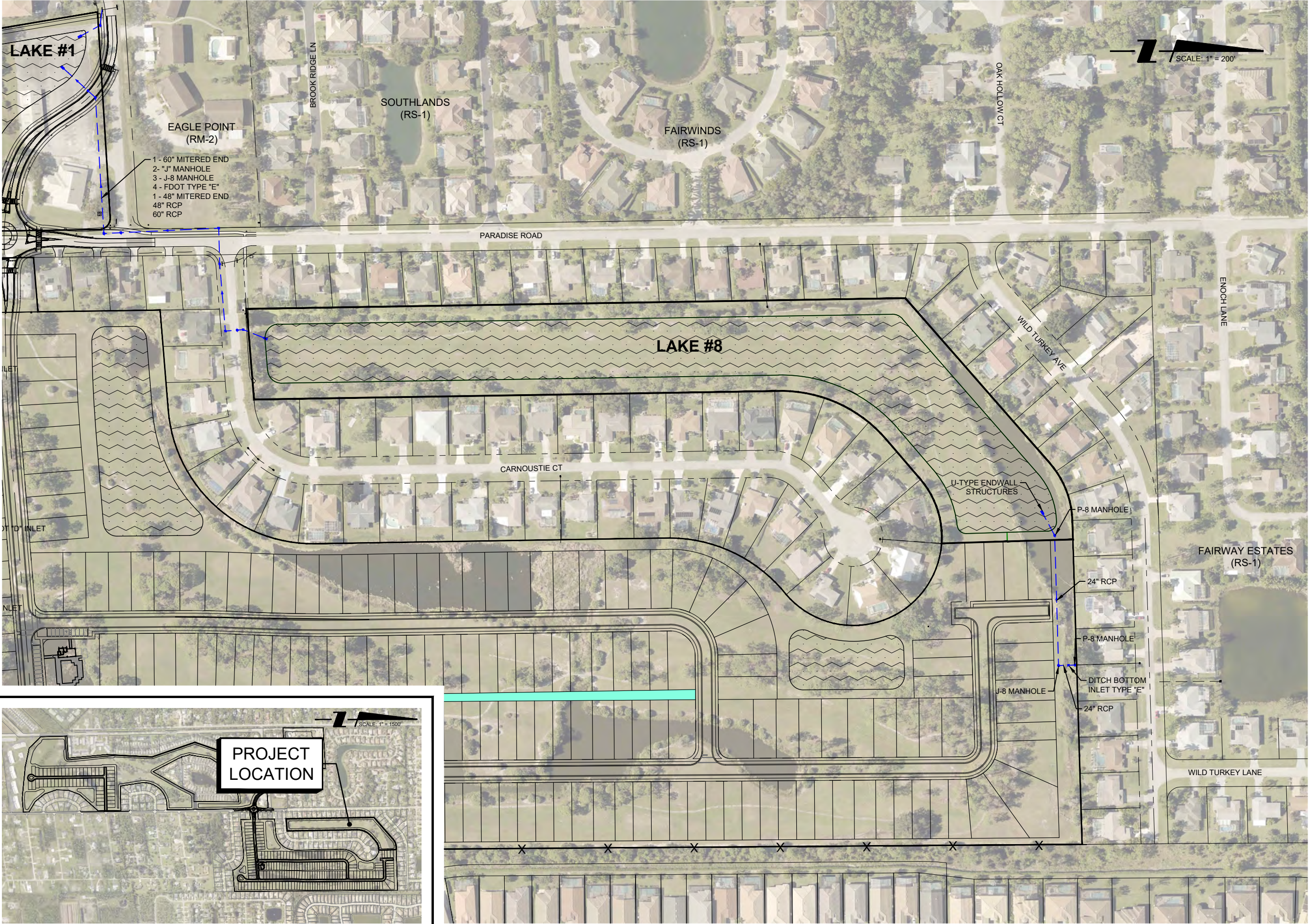
5/24/21
DATE SIGNED

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



(Save Date: 1/26/2023 3:55:50 PM)	(By: AAvalia)	(Plot Date: 1/26/2023 3:57:08 PM)	(By: Alejandro Avalia)	(Original Size: 1x17)	(Path: P:\Active Projects\IP-BSCG-001\001 PrelimDesign\Drawings-Civil\Exhibits\X61-Agreement Exhibits\Rev00\ActiveSheet Files\IP-BSCG-001-001-30SP.dwg)
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Save Date: 1/26/2023 3:44:12 PM | Plot Date: 1/26/2023 3:57:21 PM | By: AAJAVILA | Plot Date: 1/26/2023 3:57:21 PM | Path: P:\Active Projects\B-SGC-001-001-131SP.dwg | Original Size: 11x17 | Path: P:\Active Projects\B-SGC-001-001-131SP.dwg | City Agreement: Exhibit B-SGC-001-001-131SP.dwg

PENINSULA ENGINEERING

CIVIL ENGINEERING • PLANNING AND ZONING • ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE • SURVEYING • LAND DEVELOPMENT

239.403.6700
Pen-Eng.com

PROJECT:

BONITA SPRINGS GOLF COURSE

TITLE:

LAKE #8

CLIENT:

BSGC LAND HOLDINGS, LLC.

REVISIONS:

No.	Revision:	Date:

NOTES:

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

SEC: 23 TWP: 47S RGE: 25E

City: BONITA SPRINGS County: LEE

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

Drawn by: ALEJANDRO AVILA

Date: JANUARY 2023

Horizontal Scale: 1" = 200'

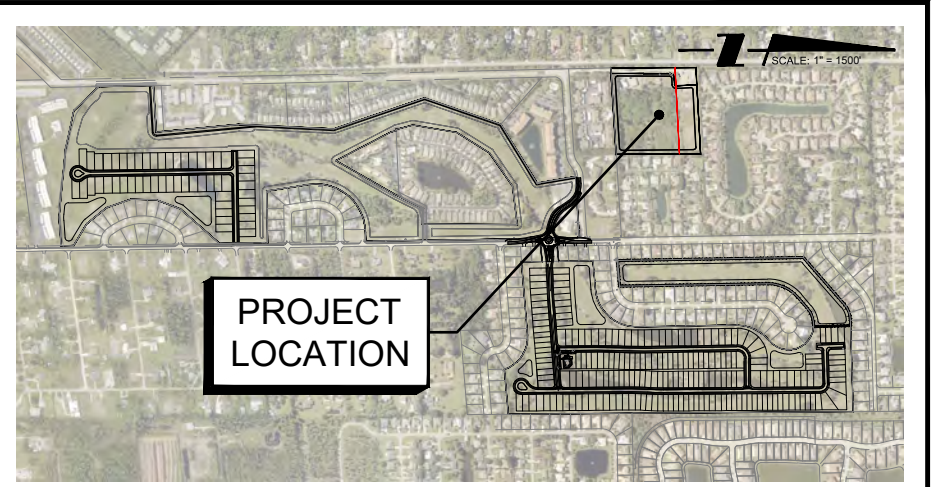
Vertical Scale: N.T.S.

Project Number: P-BSGC-001-001

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

Sheet ID: **C-131**

Sheet Number: 02 of 03



TITLE: _____

CLIENT: _____

REVISIONS:

NOTES:

Florida Landscape S/N: 112020000002

City: BONITA SPRINGSCounty: LEE

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

Date: JANUARY 2023

Horizontal Scale: $1'' = 100'$

Project Number: P-BSGC-001-001

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

Sheet ID: C-132

Sheet Number: 03 of 03

INFRASTRUCTURE OVERSIZING AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Developer: Barron Collier Companies
 2600 Golden Gate Parkway
 Naples, Florida 34105
 Attn: Nick Casalanguida

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

16. General Matters.

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

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

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

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

WITNESSES:

[Signature]
Print Name: John Cheffy

Emily Strassel
Print Name: Emily Strassel

BS Parcel Holdings, LLC, a Florida
limited liability company

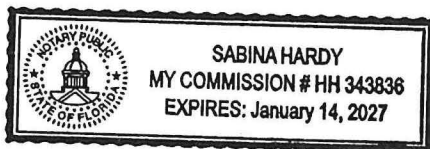
By: [Signature]

Name: DAVID B. GENSON
Title: VICE PRESIDENT OF BARRON COLLIER CORPORATION, ITS MANAGER

STATE OF FLORIDA)
) SS:
COUNTY OF ~~LEE~~)
 COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8TH day of February, 2023, by DAVID B. GENSON as VICEPRESIDENT of BS Parcel Holdings, LLC., a Florida limited liability company, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:



[Signature]
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Sabina E. Hardy

WITNESSES:

BSGC Land Holdings, LLC,
a Florida limited liability company

By: [Signature]

[Signature]
Print Name: Emily Strasser

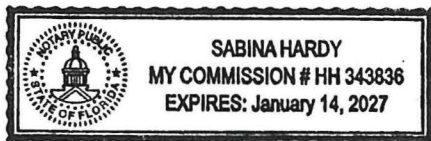
Name: DAVID B. GENSON
Title: PRESIDENT OF DEVELOPMENT

[Signature]
Print Name: CeeCee Marinelli

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8TH day of February, 2023, by David B. Genson as PRESIDENT OF DEV. of BSGC Land Holdings, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:



[Signature]
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Sabina E. Hardy

ATTEST:

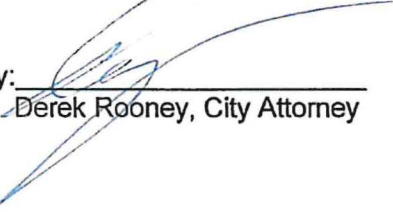
By: 
City Clerk

CITY:

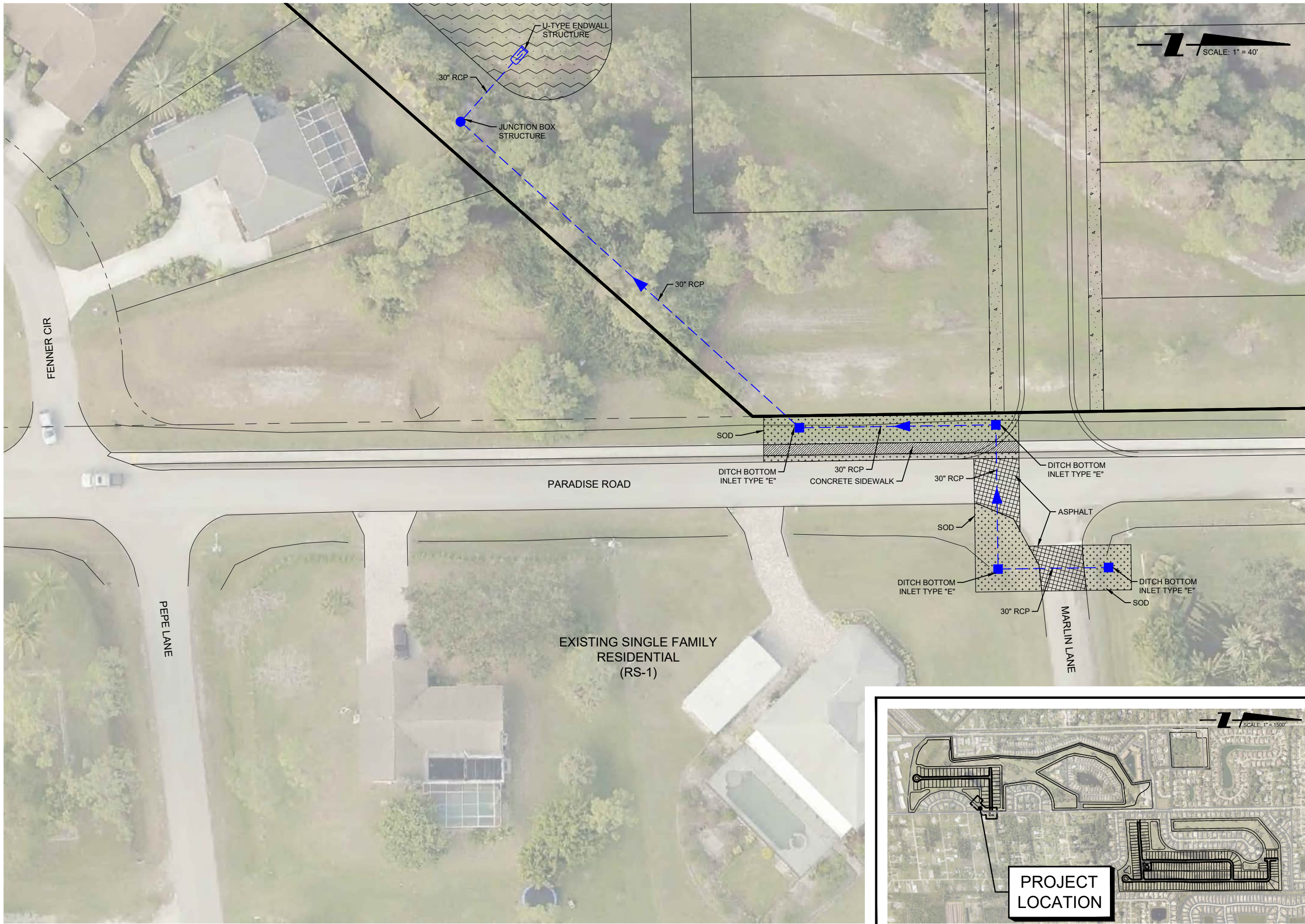
CITY OF BONITA SPRINGS, a municipal
corporation under the laws of Florida

By: 

Approved as to Form and Legal
Sufficiency

By: 
Derek Rooney, City Attorney

Save Date: 8/10/2022 4:19:12 PM | By: AAvilala | Plot Date: 8/11/2022 10:38:04 AM | By: Alejandro Avila | Original Size: 11x17 | Path: P:\Active Projects\P-BSGC-001\001 - Prelim Design Drawings\civil\exhibits\X4-Developer Agreement\Active Sheet - files\P-BSGC-001-001-122SP.dwg



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ENGINEERING

CIVIL ENGINEERING
PLANNING AND ZONING
ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE
SURVEYING
LAND DEVELOPMENT

239.403.6700
Pen-Eng.com

PROJECT:

BONITA SPRINGS GOLF COURSE

TITLE:

AREA #3

CLIENT:

BSGC LAND HOLDINGS, LLC.

REVISIONS:

No.	Revision	Date

NOTES:

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

SEC: 23 TWP: 47S RGE: 25E

City: BONITA SPRINGS County: LEE

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

Drawn by: ALEJANDRO AVILA

Date: JUNE 2022

Horizontal Scale: 1" = 40'

Vertical Scale: N.T.S.

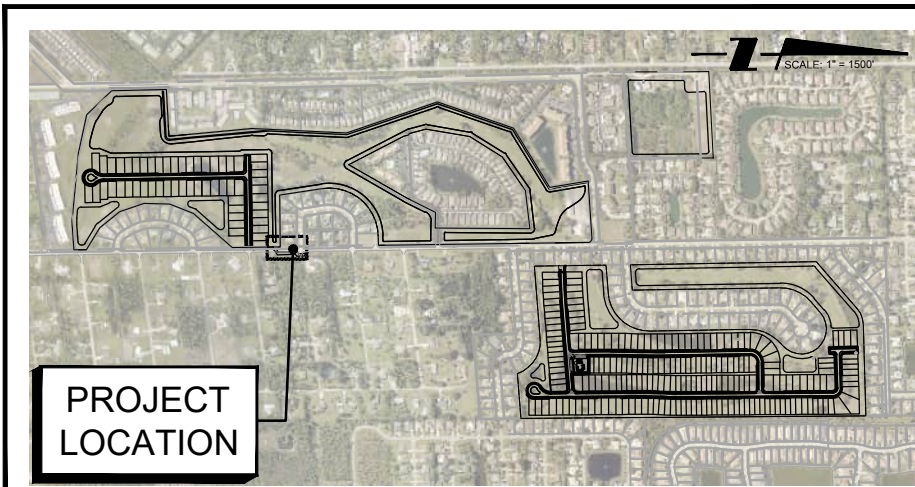
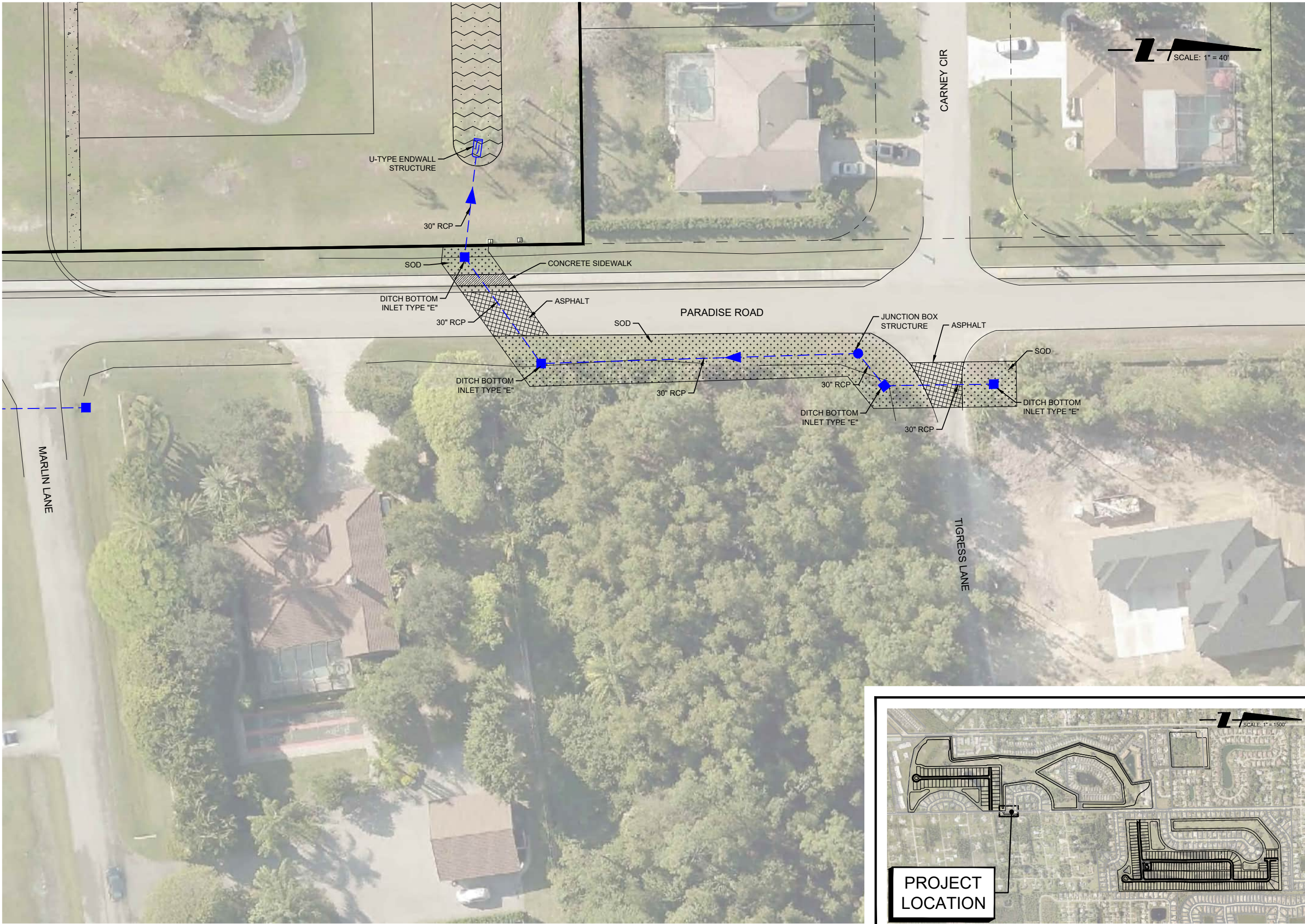
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Sheet Number: 03 of 11

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PLANNING AND ZONING

ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE

SURVEYING

LAND DEVELOPMENT

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Pen-Eng.com

PROJECT:

BONITA SPRINGS GOLF COURSE

TITLE:

AREA #4

CLIENT:

BSGC LAND HOLDINGS, LLC.

REVISIONS:

No.	Revision:	Date:

NOTES:

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

SEC:23 TWP:47S RGE: 25E

City: BONITA SPRINGSCounty: LEE

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

Drawn by: ALEJANDRO AVILA

Date: JUNE 2022

Horizontal Scale: 1" = 40'

Vertical Scale: N.T.S.

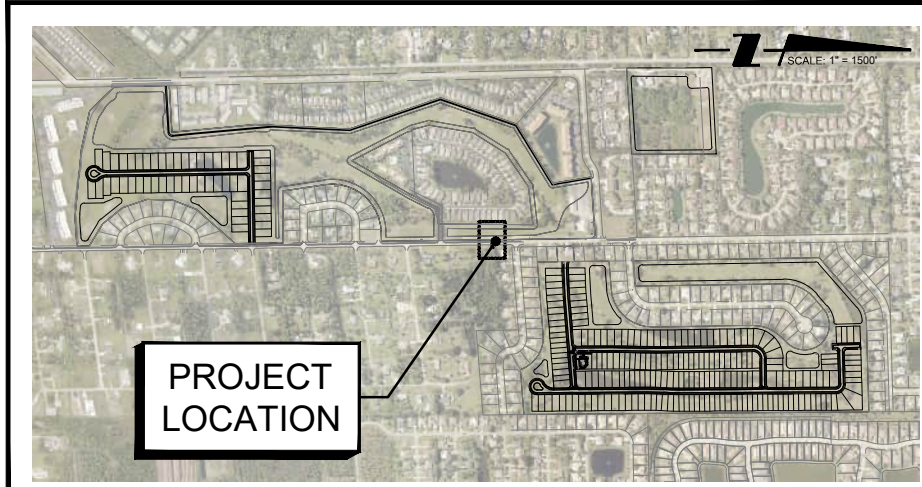
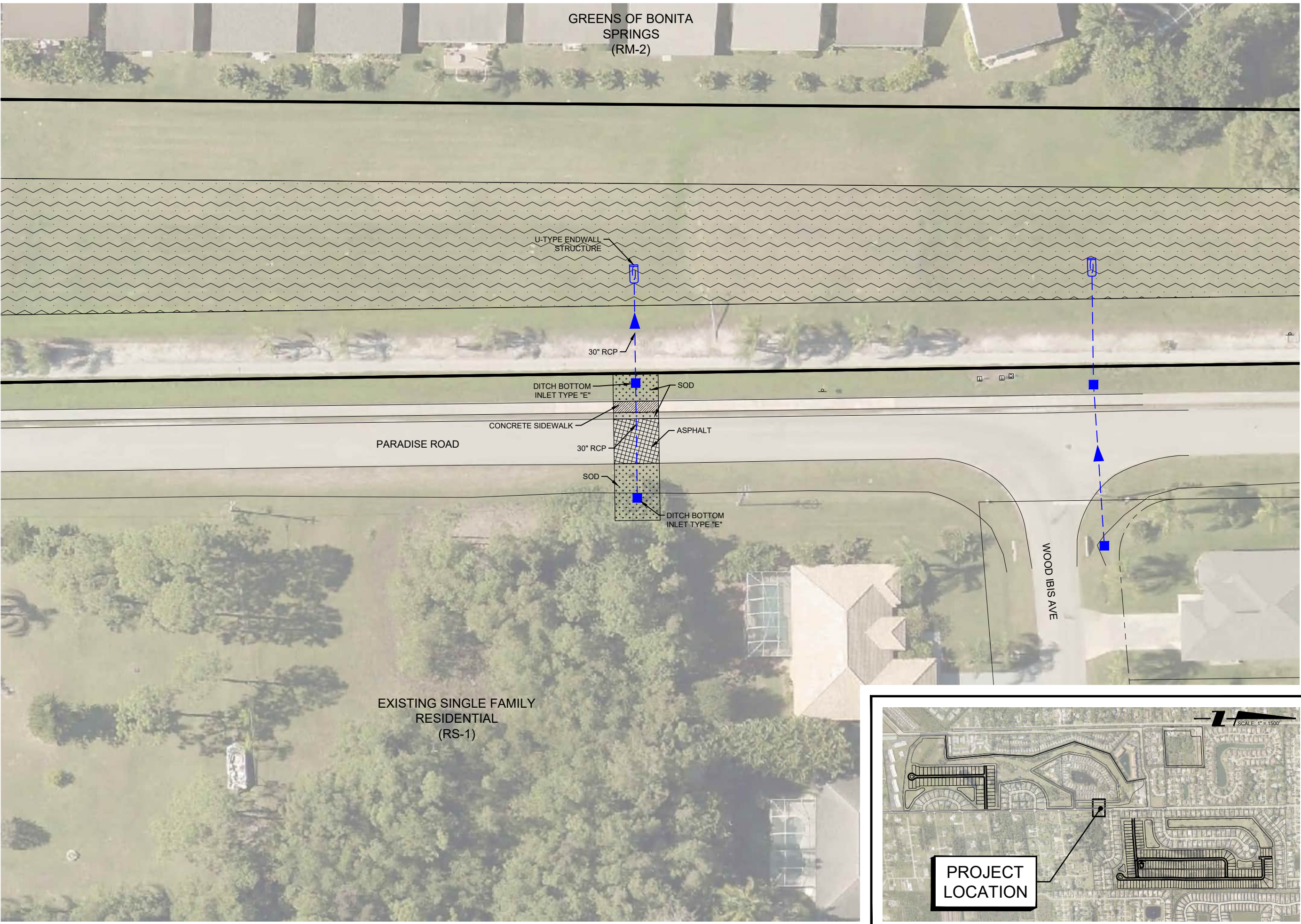
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ENVIRONMENTAL SERVICES

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SURVEYING
LAND DEVELOPMENT

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Pen-Eng.com

PROJECT:

BONITA SPRINGS GOLF COURSE

TITLE:

AREA #6

CLIENT:

BSGC LAND HOLDINGS, LLC.

REVISIONS:

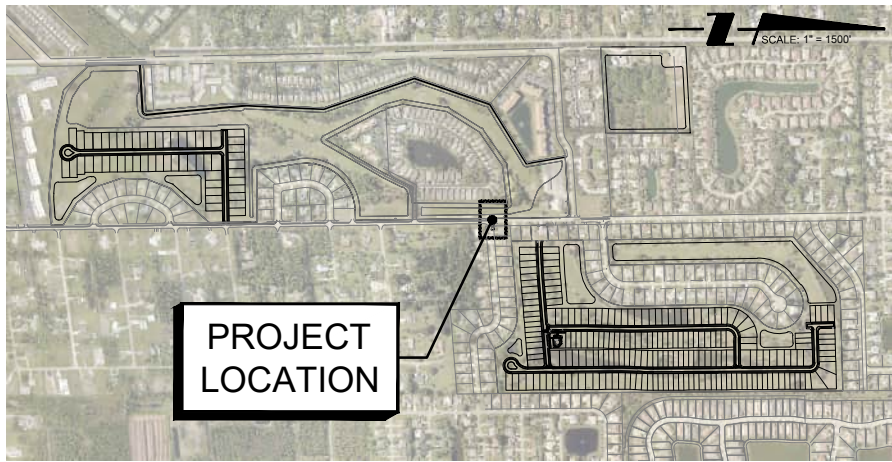
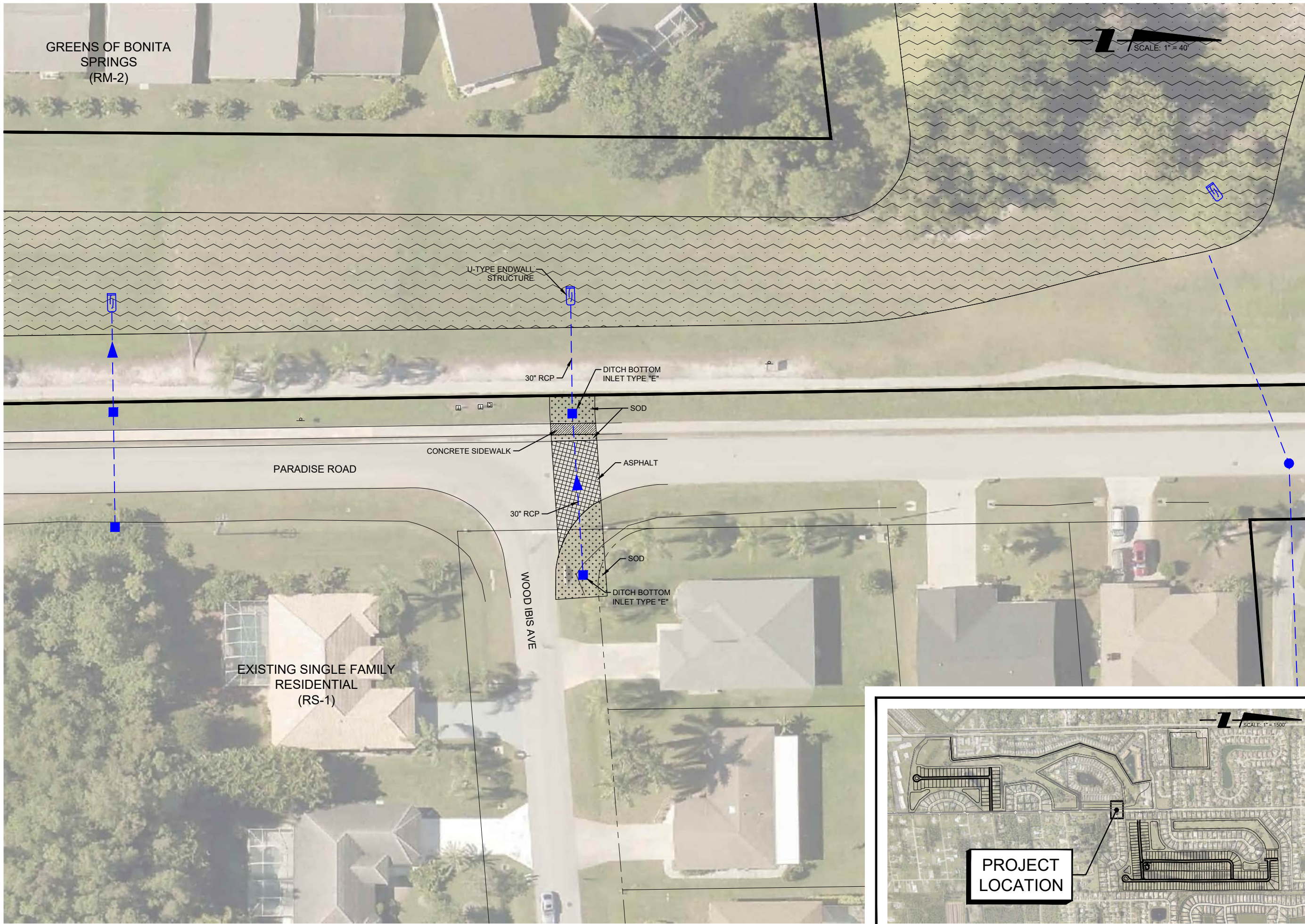
No.	Revision:	Date:

NOTES:

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

SEC: 23	TWP: 47S	RGE: 25E
City: BONITA SPRINGS	County: LEE	
Designed by:	DANIEL F. WATERS, P.E.	
Drawn by:	ALEJANDRO AVILA	
Date:	JUNE 2022	
Horizontal Scale:	1" = 40'	
Vertical Scale:	N.T.S.	
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PROJECT:

BONITA SPRINGS GOLF COURSE

TITLE:

AREA #7

CLIENT:

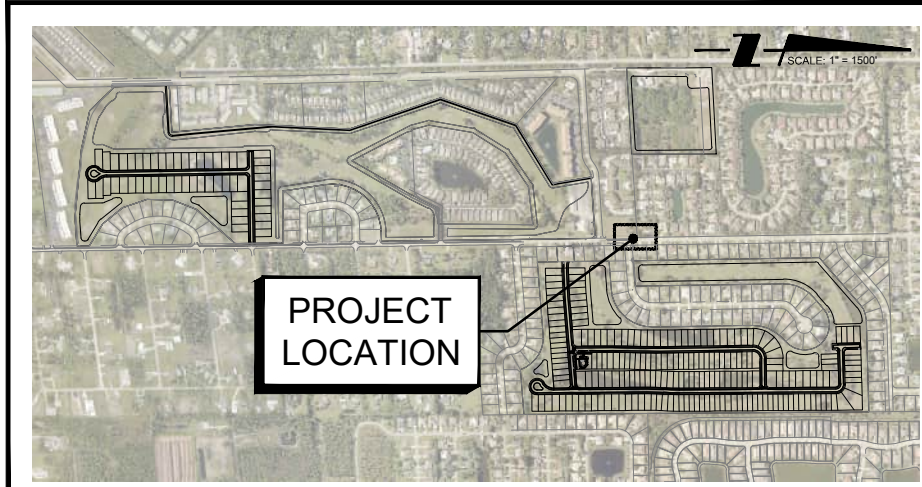
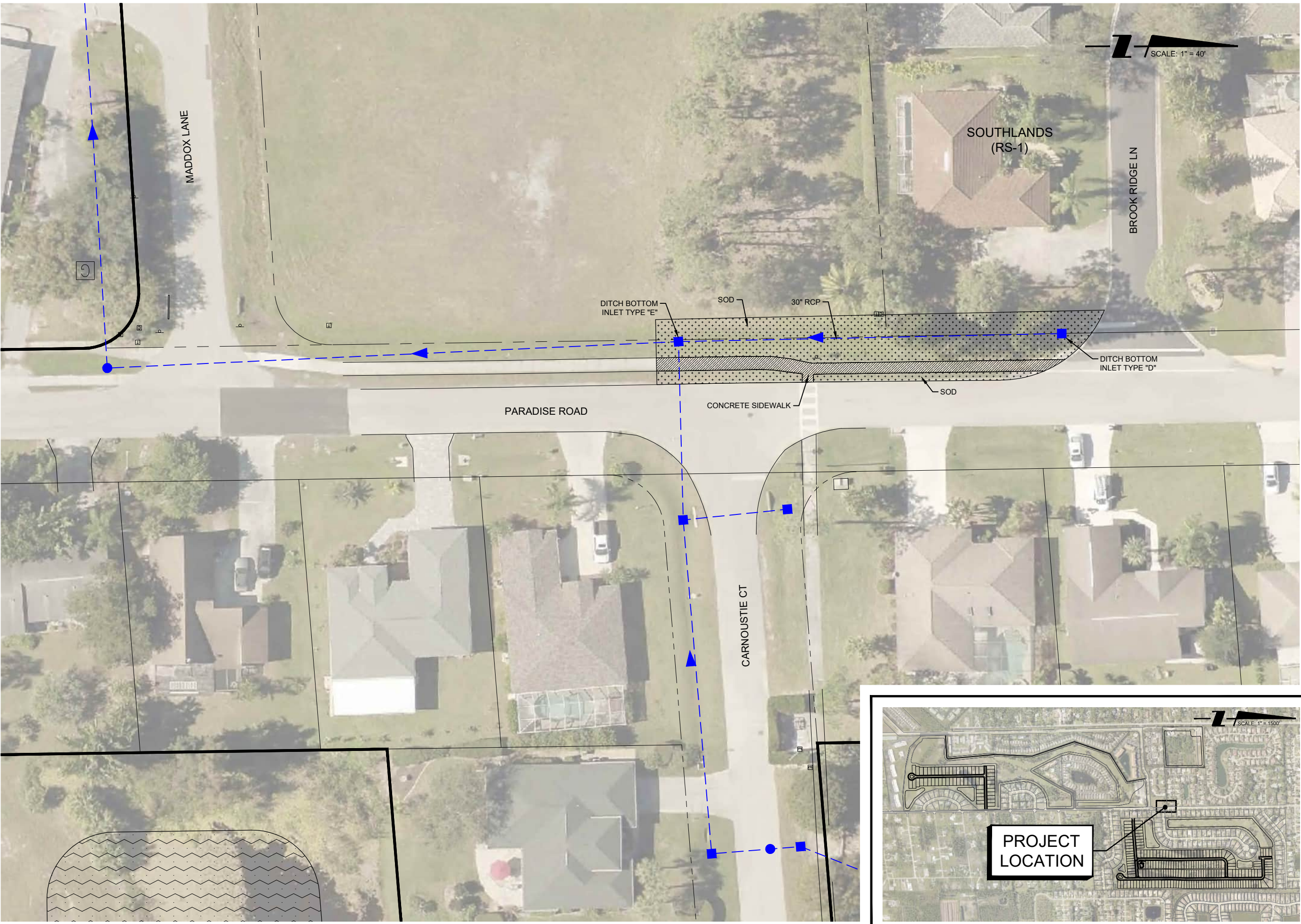
BSGC LAND HOLDINGS, LLC.

REVISIONS:

No.	Revision	Date

NOTES:

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ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE

SURVEYING

LAND DEVELOPMENT

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PROJECT:

BONITA SPRINGS GOLF COURSE

TITLE:

AREA #9

CLIENT:

BSGC LAND HOLDINGS, LLC.

REVISIONS:

No.	Revision:	Date:

NOTES:

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

SEC:23 TWP:47S RGE: 25E

City: BONITA SPRINGSCounty: LEE

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

Drawn by: ALEJANDRO AVILA

Date: JUNE 2022

Horizontal Scale: 1" = 40'

Vertical Scale: N.T.S.

Project Number: P-BSGC-001-001

File Name: P-BSGC-001-001-127SP.dwg

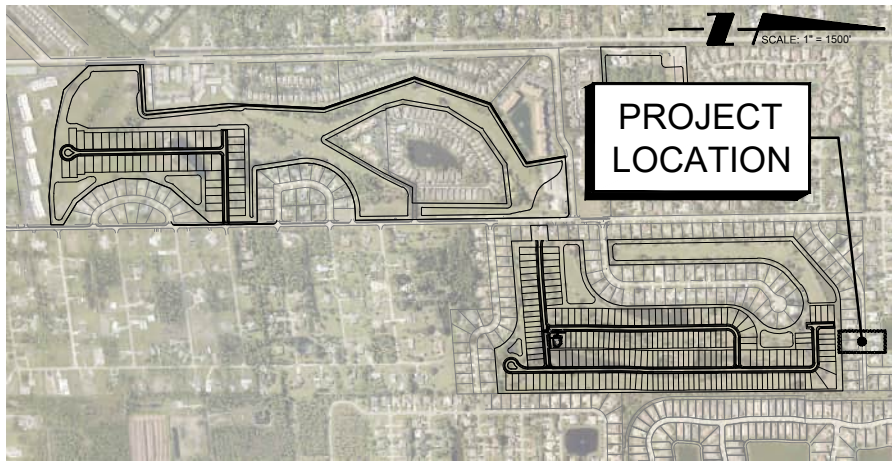
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Sheet Number: 08 of 11

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SCALE: 1" = 40'



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ENVIRONMENTAL SERVICES

LANDSCAPE ARCHITECTURE
SURVEYING
LAND DEVELOPMENT

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PROJECT:

BONITA
SPRINGS
GOLF
COURSE

TITLE:

AREA #11

CLIENT:

BSGC LAND
HOLDINGS, LLC.

REVISIONS:

No.	Revision:	Date:

NOTES:

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

SEC:23 TWP:47S RGE: 25E

City: BONITA SPRINGSCounty: LEE

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

Drawn by: ALEJANDRO AVILA

Date: JUNE 2022

Horizontal Scale: 1" = 40'

Vertical Scale: N.T.S.

Project Number: P-BSGC-001-001

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

Sheet ID: C-129

Sheet Number: 10 of 11

REQUESTED MOTION: Approve a Resolution calling for and ordering a General Election of Municipal Officers to be held on Tuesday, November 5, 2024 and acknowledging qualified candidates for said election.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: City Manager

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND: The general election of Bonita Springs municipal officers occurs in staggered rotation every two years. In 2022, Council Member seats 1, 3, and 5 were on the ballot. Slated for the 2024 ballot are the offices of Mayor and Council Member seats 2, 4, and 6. In 2019, City Council adopted Ordinance 19-02, which modified the date when general municipal elections are to be held to the first Tuesday after the first Monday in November of even-numbered years to coincide with state and federal general elections.

Pursuant to the City Charter, candidates for municipal elections shall qualify with the City Clerk. Qualifying requirements include filing proof of residency and all qualifying documents, items, and fees as required by Florida law and the City Charter. In accordance with the candidacy qualifying schedule established by Florida Statute and implemented by the Lee County Supervisor of Elections, the qualifying period for 2024 municipal candidates closed at Noon, June 14.

The City Clerk has ascertained that the candidates listed below (alphabetically) have met all qualifying requirements stipulated in the City Charter and in State of Florida Law, and as such, has provided their names to the Lee County Supervisor of Elections for placement on the 2024 General Municipal Election ballot.

Office of Mayor	Council Member, District 2	Council Member, District 4	Council Member, District 6
Derrick Botana 10971 Ragsdale St Bonita Springs, FL 34135	Jesse Purdon 11710 Imperial Pines Way Bonita Springs, FL 34135	Chris E. Corrie 4801 Bonita Bay Blvd #2304 Bonita Springs, FL 34134	Jim Fitzpatrick 28539 F.B. Fowler Ct Bonita Springs, FL 34135
Ruth Condit 9631 Spanish Moss Way #3913 Bonita Springs, FL 34135	Zach Smith 11040 Dean St Bonita Springs, FL 34135		Carolyn Forbes 28200 Alfred Moore Ct Bonita Springs, FL 34135
Mike Gibson 26432 Bonita Fairways Blvd Bonita Springs, FL 34135			
Rick Steinmeyer 26236 Hickory Blvd #11 Bonita Springs, FL 34134			

Pursuant to the City Charter, the candidate who receives the highest number of votes for the office for which he/she is running shall be declared elected. Terms of office shall begin on the date that the results are certified by the Lee County Canvassing Board. Current officials remain in office until a successor is certified as being elected to such office. In the event of a tie between candidates running for the same office, following a mandatory recount, a runoff election shall be scheduled. Only the candidates who received the equal number of votes shall be on the ballot of the run-off election.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS: Proposed Resolution

REVIEWERS:

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

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 24-044**

A RESOLUTION OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, CALLING FOR AND ORDERING A GENERAL ELECTION OF MUNICIPAL OFFICERS TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 AND ACKNOWLEDGING QUALIFIED CANDIDATES FOR SAID ELECTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs was incorporated on December 31, 1999, with its initial Charter; and

WHEREAS, the general election of municipal officers occurs in staggered rotation every two years, with the office of Mayor and Council Member seats 2, 4, and 6 slated for the 2024 ballot; and,

WHEREAS, City Ordinance 19-02, adopted by City Council on March 7, 2019, modified the date for holding general municipal elections to the first Tuesday after the first Monday in November of even-numbered years, to coincide with state and federal general elections in the fall; and

WHEREAS, in accordance with the candidacy qualifying timeline established by Florida Statute 99.061 and implemented by the Lee County Supervisor of Elections, the period for individuals seeking to qualify as candidates for the 2024 General Municipal Election closed at Noon, June 14, 2024; and

WHEREAS, the City Clerk, in his capacity as candidate qualifying officer pursuant to the City Charter, has ascertained that the below-named City residents have met candidate qualifying requirements under state and local laws and are eligible to hold office, and as such, has provided their names to the Lee County Supervisor of Elections to be positioned on the ballot of the 2024 General Municipal Election.

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

Section 1: a General Municipal Election for the offices of Mayor and City Council Member Districts 2, 4, and 6, is hereby called and ordered for Tuesday, November 5, 2024, to be conducted by the Lee County Supervisor of Elections.

Section 2: the following four alphabetically listed candidates have qualified to run for the office of Mayor in the 2024 General Municipal Election:

Derrick Botana
10971 Ragsdale St
Bonita Springs, FL 34135

Ruth Condit
9631 Spanish Moss Way #3913
Bonita Springs, FL 34135

Mike Gibson
26432 Bonita Fairways Blvd
Bonita Springs, FL 34135

Rick Steinmeyer
26236 Hickory Blvd Apt 11
Bonita Springs, FL 34134

Section 3: the following two alphabetically listed candidates have qualified to run for the office of District 2 Council Member in the 2024 General Municipal Election:

Jesse Purdon
11710 Imperial Pines Way
Bonita Springs, FL 34135

Zach Smith
11040 Dean St
Bonita Springs, FL 34135

Section 4: the following candidate has qualified to run for the office of District 4 Council Member in the 2024 General Municipal Election:

Chris E. Corrie
4801 Bonita Bay Blvd Unit 2304
Bonita Springs, FL 34134

Section 5: the following two alphabetically listed candidates have qualified to run for the office of District 6 Council Member in the 2024 General Municipal Election:

Jim Fitzpatrick
28539 F.B. Fowler Ct
Bonita Springs, FL 34135

Carolyn Forbes
28200 Alfred Moore Ct
Bonita Springs, FL 34135

Section 6: this Resolution shall take effect immediately upon approval.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of June 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz	Steinmeyer
Purdon	Corrie
Fullick	Forbes
Carr	

Date filed with the City Clerk: _____

REQUESTED MOTION: Receive summary on Accessory Dwelling Units and provide direction to Community Development staff, as applicable.

REQUESTOR: John Dulmer, Community Development Director and Jacqueline Genson, Planning and Zoning Manager

AGENDA: City Manager Items

STRATEGIC PRIORITY: Economic Development

BACKGROUND: Accessory dwelling units (ADU) are additional living quarters typically located on single-family lots that are independent of the principal residence. They typically include a separate kitchen, bathroom, and sleeping area. ADUs can be attached to the principal residence or can be a freestanding building incidental to the principal residence. ADUs are also referred to as an accessory apartment, garage apartment, granny or mother-in law flat. An ADU is smaller in size, is typically located in the rear of a parcel, and can be required to meet property development regulations and other design requirements to achieve desired community aesthetics.

Historically, ADUs have been used as an affordable housing tool in jurisdictions across the country. However, changing demographics indicate that ADUs are used for smaller households, elderly households, young adult children, caregivers, or households with disabled members. ADUs promote mixed-income communities by providing renters with an option to live where there is existing infrastructure that is close to employment and other goods and services.

The City currently has two options that permit ADUs. The first option includes areas outside of the Downtown District, in approximately four areas of the City that have a Future Land Use Map designation of Medium Density Residential, and which are zoned Residential Two-family Conservation (TFC-2) or Residential Single-family RS-1. In this first option, the ADU is defined as an accessory apartment pursuant to LDC Sec. 4-929. The regulations allow the accessory apartment by right in the TFC-2 district and by approval of a special exception in the RS-1 district. The accessory apartment is defined as a living unit, with or without cooking facilities, constructed subordinate to a single-family dwelling unit and available for rent or lease. The design requirements are as follows:

- Maximum floor area requirements for attached and detached designs
 - Constructed as part of the principal building: maximum floor area of the accessory apartment shall not exceed 50 percent of the floor area of the main dwelling unit
 - Not constructed as part of the main dwelling: maximum floor area shall be 500 square feet or 50 percent of the floor area of the main dwelling unit, whichever is less
- Maximum lot coverage cannot be exceeded
- Limited to one family, as defined in the LDC
- The lot must be an existing lot of record which conforms to the minimum lot size of the district in which it is located. However, in no case shall the lot area be less than 6,000 square feet
- Garage conversions are permissible (attached and detached) subject to setback regulations
- Must park both single-family and apartment all within the site
- Should be designed to retain the appearance of a single-family residence
- Counts towards density requirement and incurs impact fees

The second option for ADUs in the City is within the Downtown District, which was adopted under the Form-based Code in 2020. Under this second opportunity, the ADU is defined as accessory dwelling pursuant to LDC Sec. 4-879, which allows for an accessory dwelling/apartment not greater than 800 square feet, which shares ownership and utility connections with a principal building. The regulations allow for the ADU by right in all transects except the Special District-Imperial River District (SD-IRD).

The design requirements under this section are as follows:

- Limited to one unit per principal building
- Same ownership and utility connections
- Additional design standards required pursuant to applicable transect (height, setbacks, glazing, building orientation)
- Maximum floor area of 800 square feet within or attached to a primary structure, detached, and/or above garage designs
- Cannot exceed occupation (building)/coverage (impervious) standards
- Must park all units within the site or through on-street parking standards
- Must have an entry independent of the primary dwelling, accessible from a sidewalk or from a rear alley where possible
- Does not count towards density requirement
- Does not incur impact fees

Prior to 2020, the City Council authorized a Zoning Board subcommittee to research ADUs, but the subcommittee dissolved due to the pandemic. Community Development has received inquiries about the use of ADUs in other parts of the City, primarily for housing elderly family members. There is also an interest in amending the land development code so all ADUs are regulated like those in the Downtown District, where the main benefit is that the ADU does not count towards density nor incur impact fees. Changes such as these would require amendments to the comprehensive plan and land development code. Reputable organizations such as the Florida Housing Coalition, American Planning Association, and AARP have published literature on the benefits and challenges of expanding ADUs.

STAFF RECOMMENDATION: Receive summary on Accessory Dwelling Units and provide direction to Community Development staff, as applicable.

REVIEWERS:

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

REQUESTED MOTION: Presentation and review of the April 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 April 30, 2024, financial report. This is for 7 months of the 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 June along with the audit completion.

Staff will be presenting a preliminary budget calendar for consideration.

STAFF RECOMMENDATION: Receive presentation and report and provide direction on upcoming budget calendar.

ATTACHMENTS:

1. Presentation
2. Financial Report

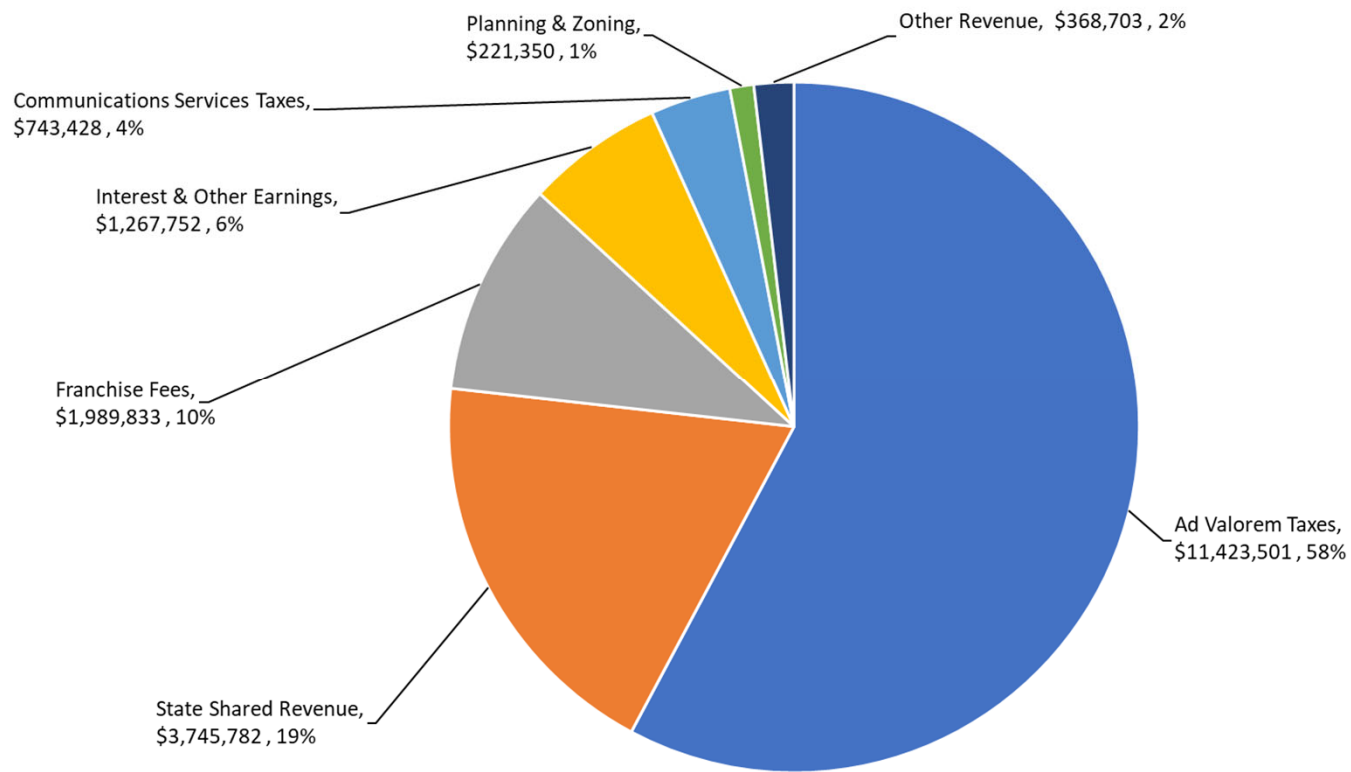
REVIEWERS:

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

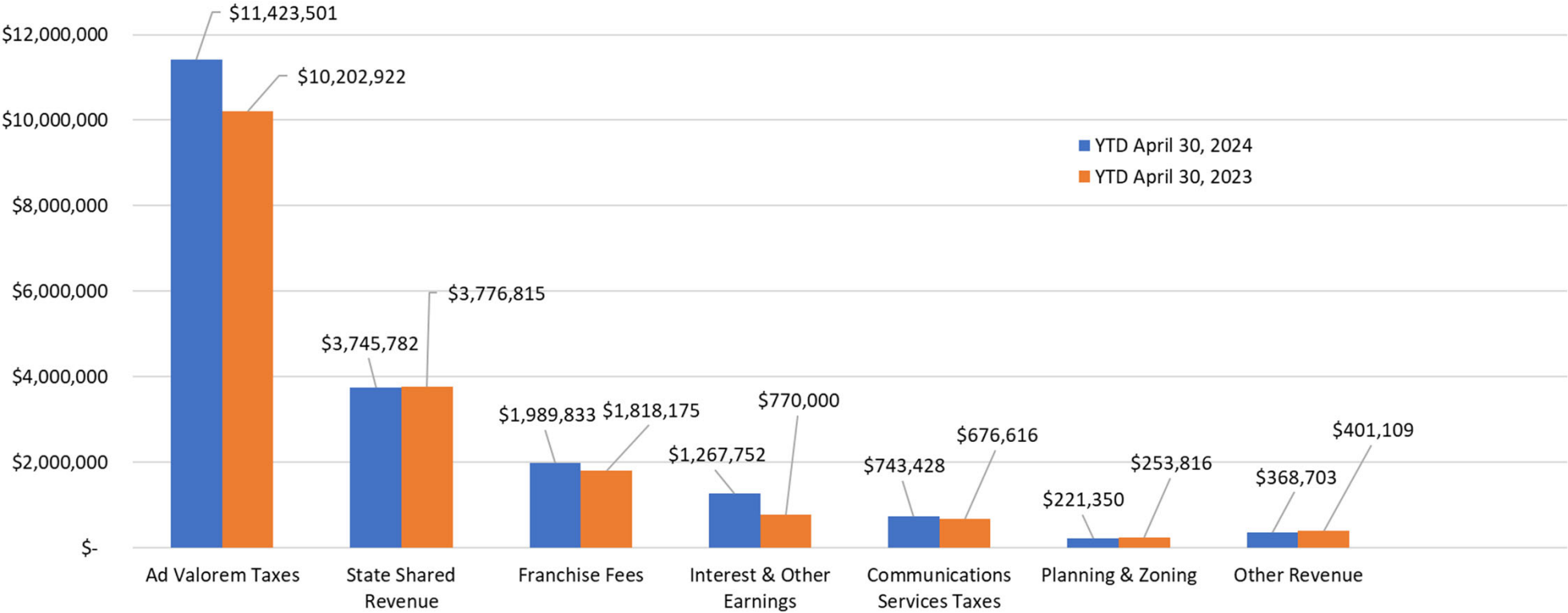
April Financial Report



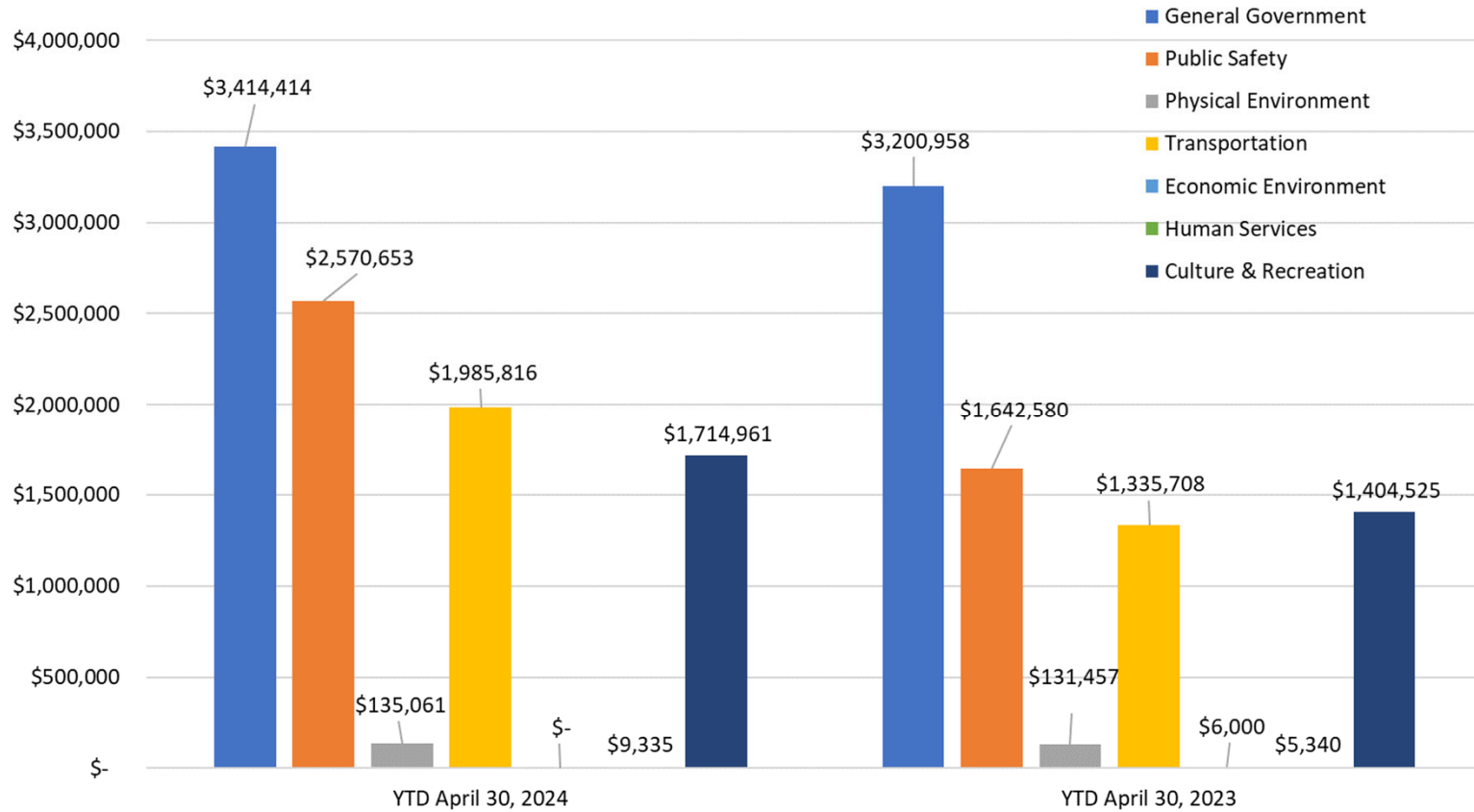
General Fund Revenue as of April 30, 2024



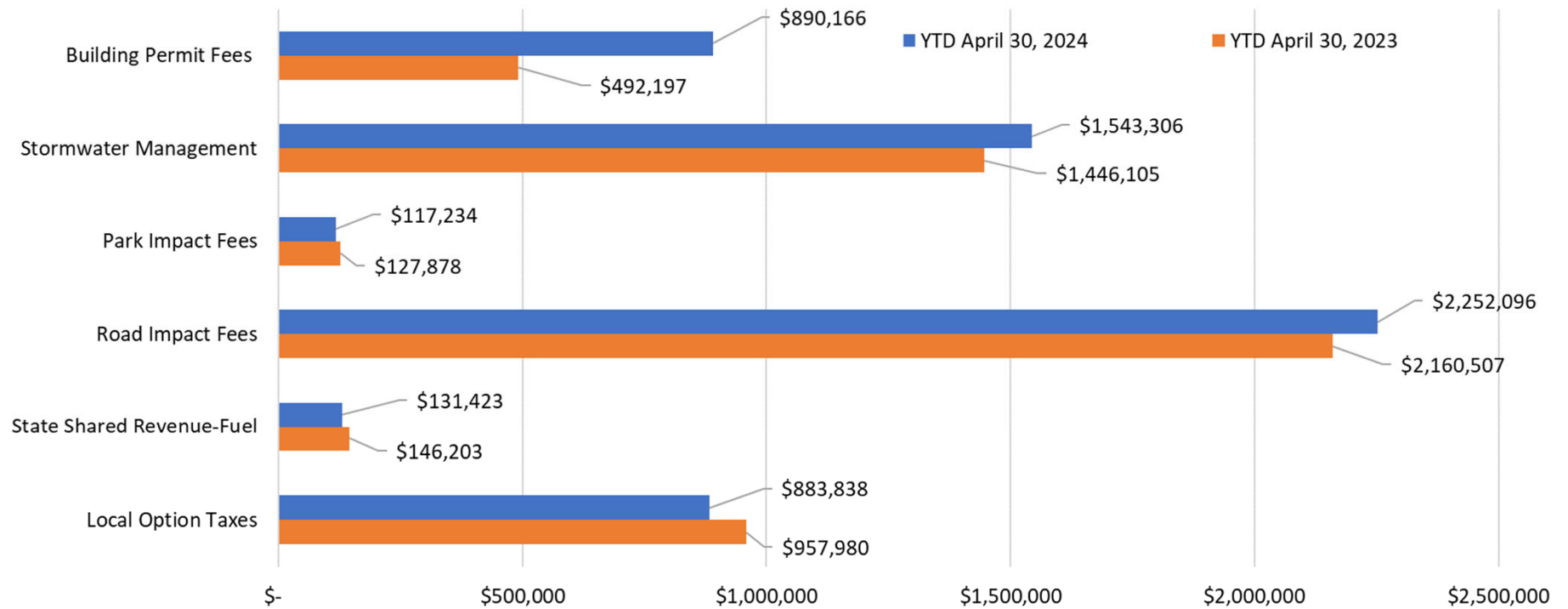
General Fund Revenue



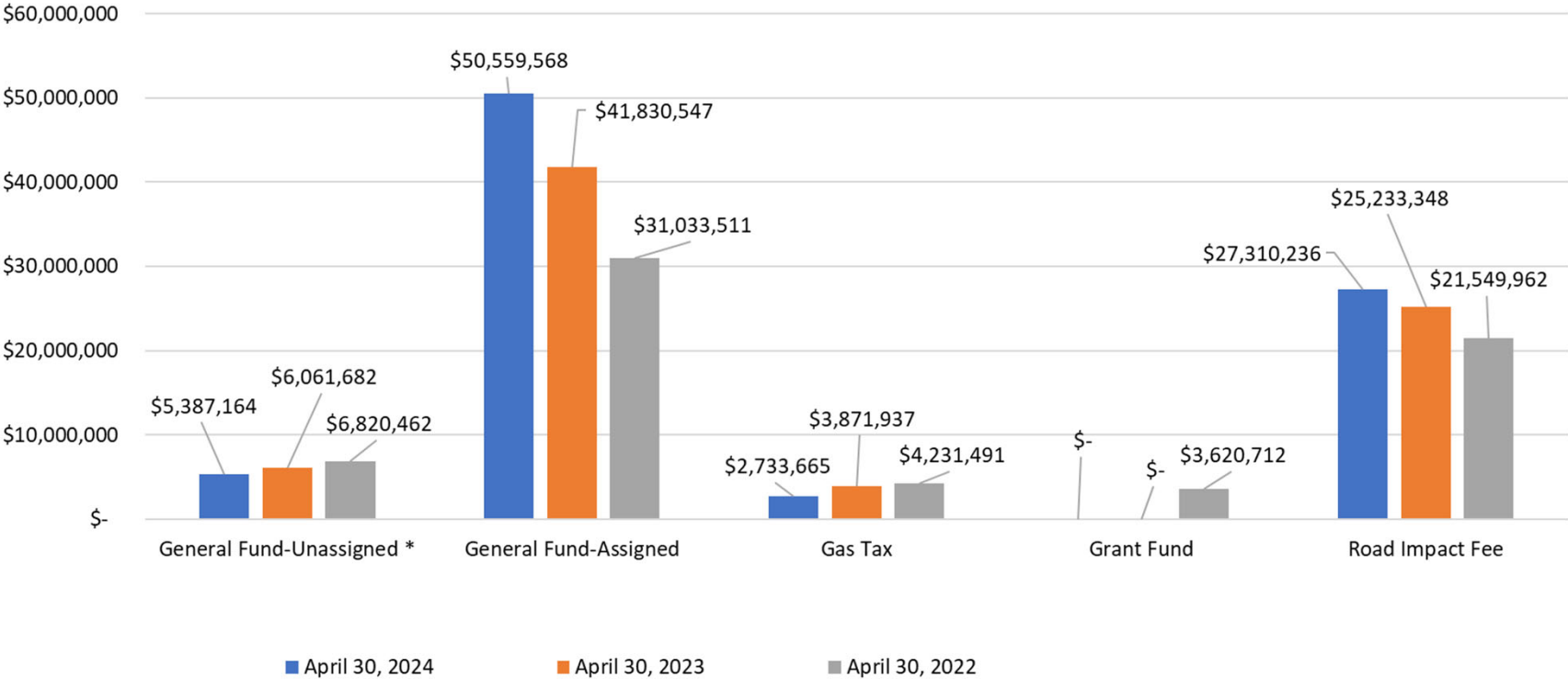
General Fund Expenditures



Restricted Revenue

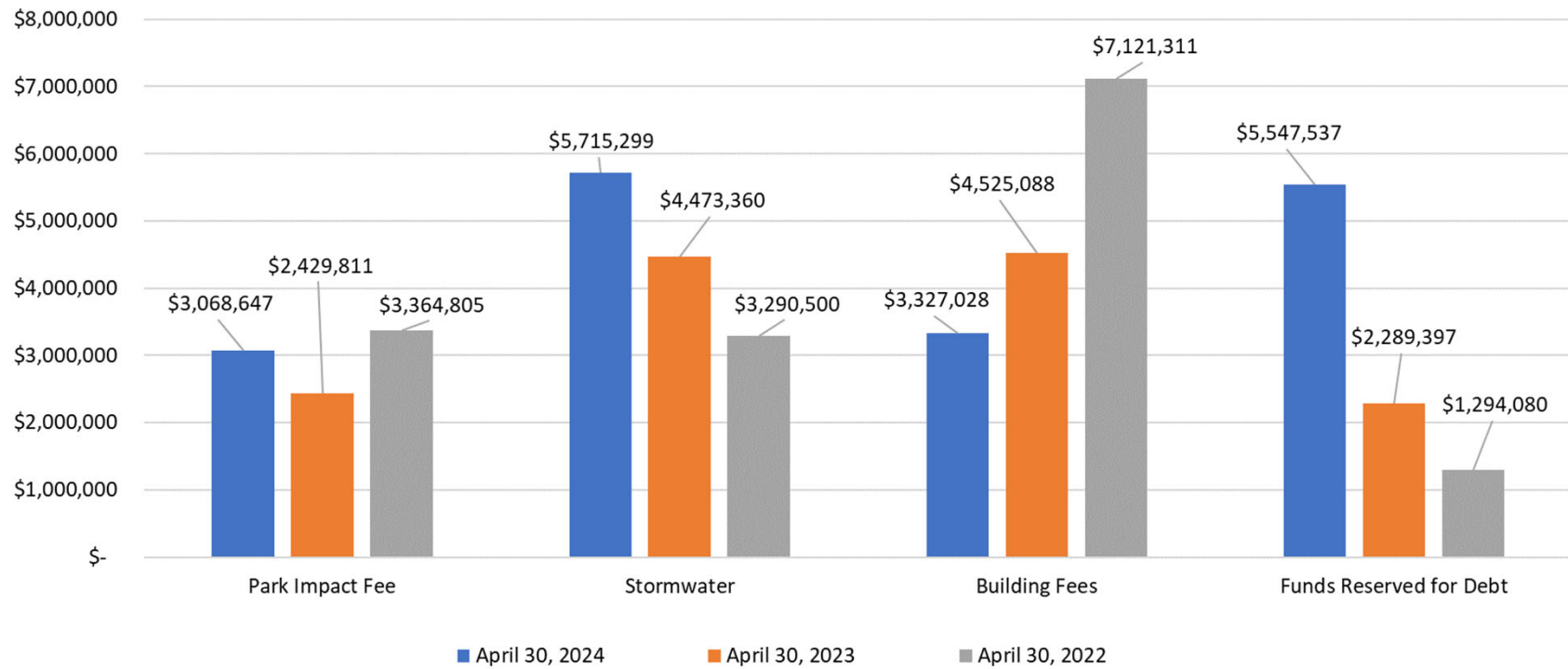


Cash Balances



* General fund unassigned fund balance will be calculated at the end of the fiscal year along with the audit completion.

Cash Balances



Thank you...

City of Bonita Springs, Florida
Balance Sheet
as of April 30, 2024

	Special Revenue Funds										
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	Total Governmental Funds
				Road	Park						
ASSETS											
Cash and cash equivalents	\$ 55,946,732	\$ 2,733,665	\$ -	\$ 27,310,236	\$ 3,068,647	\$ 5,715,299	\$ 3,327,028	\$ 3,547,537	\$ 2,000,000	\$ -	\$ 103,649,144
Receivables (net)	401,103	-	-	-	-	-	-	-	-	-	401,103
Due from other govt	-	-	279,849	-	-	-	-	-	-	-	279,849
Due from other funds	2,650,354	-	-	-	-	-	-	-	-	-	2,650,354
Total assets	\$ 58,998,189	\$ 2,733,665	\$ 279,849	\$ 27,310,236	\$ 3,068,647	\$ 5,715,299	\$ 3,327,028	\$ 3,547,537	\$ 2,000,000	\$ -	\$ 106,980,450
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 23,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,868
Accrued liabilities	5,993,513	-	-	-	-	-	-	-	-	-	5,993,513
Due to other funds	-	-	2,523,502	-	-	-	-	-	-	126,852	2,650,354
Due to other governments	43,584	-	-	40,963	-	-	-	-	-	-	84,547
Total liabilities	6,060,965	-	2,523,502	40,963	-	-	-	-	-	126,852	8,752,282
Total fund balances, beginning of the year	46,154,639	3,377,513	-	25,592,993	2,885,250	4,331,609	3,937,869	2,202,077	-	-	88,481,950
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	6,782,585	(643,848)	(2,243,653)	1,676,280	183,397	1,383,690	(610,841)	1,345,460	2,000,000	(126,852)	9,746,218
Fund balances	52,937,224	2,733,665	(2,243,653)	27,269,273	3,068,647	5,715,299	3,327,028	3,547,537	2,000,000	(126,852)	98,228,168
Total liabilities and fund balances	\$ 58,998,189	\$ 2,733,665	\$ 279,849	\$ 27,310,236	\$ 3,068,647	\$ 5,715,299	\$ 3,327,028	\$ 3,547,537	\$ 2,000,000	\$ -	\$ 106,980,450



City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2023-2024 Period Ending: 04/30/2024

ExpFinStmntLineItem;RevAccountType	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	446,232.89	11,423,501.39	210,098.61
315 - Communications Services Taxes	1,323,000.00	1,323,000.00	119,485.90	743,428.26	579,571.74
316 - Local Business Taxes	30,000.00	30,000.00	769.83	6,797.38	23,202.62
323 - Franchise Fees	3,733,800.00	3,733,800.00	317,083.76	1,989,832.74	1,743,967.26
329 - Other Permits, Fees & Special Assessment	41,100.00	41,100.00	3,620.00	32,570.00	8,530.00
335 - State Shared Revenue	7,235,400.00	7,235,400.00	685,734.10	3,745,782.28	3,489,617.72
341 - General Government	322,700.00	322,700.00	49,401.15	221,350.49	101,349.51
343 - Physical Environment	112,200.00	112,200.00	7,600.00	69,000.00	43,200.00
347 - Culture/Recreation	95,300.00	95,300.00	5,781.08	58,945.81	36,354.19
349 - Other Charges for Services	48,000.00	48,000.00	5,147.91	31,768.20	16,231.80
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	5,467.79	26,660.41	-4,260.41
354 - Fines Local Ordinance	140,000.00	140,000.00	1,600.00	29,959.05	110,040.95
361 - Interest & Other Earnings	800,000.00	800,000.00	239,765.63	1,267,751.91	-467,751.91
362 - Rents & Royalties	65,000.00	65,000.00	3,320.00	61,811.13	3,188.87
366 - Contributions	0.00	0.00	0.00	80.00	-80.00
369 - Other Misc Revenues	8,000.00	8,000.00	1,121.08	6,026.23	1,973.77
388 - Proceeds of General Capital Dispositons	0.00	0.00	0.00	45,086.35	-45,086.35
Revenue Total:	25,610,500.00	25,610,500.00	1,892,131.12	19,760,351.63	5,850,148.37
Expense					
51 - General Government	7,593,419.00	7,724,704.00	414,277.83	3,414,413.86	4,310,290.14
52 - Public Safety	4,163,832.00	4,163,832.00	746,490.65	2,570,652.84	1,593,179.16
53 - Physical Environment	459,034.00	459,034.00	12,380.58	135,060.63	323,973.37
54 - Transportation	4,337,759.00	4,415,338.00	392,206.12	1,985,815.53	2,429,522.47
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	1,760.00	9,335.00	137,735.00
57 - Culture & Recreation	3,923,742.00	4,106,583.00	225,303.08	1,714,961.28	2,391,621.72
58 - Other Uses/Transfers Out	14,674,616.00	39,025,977.00	472,786.09	3,147,527.40	35,878,449.60
Expense Total:	35,327,022.00	60,070,088.00	2,265,204.35	12,977,766.54	47,092,321.46
Fund: 00 - General Fund Surplus (Deficit):	-9,716,522.00	-34,459,588.00	-373,073.23	6,782,585.09	-41,242,173.09
Total Surplus (Deficit):	-9,716,522.00	-34,459,588.00	-373,073.23	6,782,585.09	



City of Bonita Springs, FL

General Fund Expenditures Excluding Transfers

Group Summary

For Fiscal: 2023-2024 Period Ending: 04/30/2024

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	27,375.55	216,834.78	284,865.22
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	38,057.03	275,857.55	365,522.45
211 - Planning & Zoning	2,105,635.00	2,105,635.00	162,008.40	1,113,385.87	992,249.13
220 - Law Enforcement/Security	2,945,996.00	2,945,996.00	669,602.97	1,960,756.01	985,239.99
230 - Neighborhood Services	1,110,106.00	1,110,106.00	75,506.86	549,849.01	560,256.99
240 - Information Technologies	430,300.00	430,300.00	13,253.08	153,455.50	276,844.50
250 - Public Works	4,743,393.00	4,820,972.00	404,586.70	2,117,113.32	2,703,858.68
260 - Emergency Preparedness	107,730.00	107,730.00	1,380.82	60,047.82	47,682.18
270 - Non-Departmental Expenditures	849,595.00	849,595.00	14,690.54	230,240.85	619,354.15
301 - City Attorney	763,340.00	763,340.00	2,080.79	173,250.08	590,089.92
401 - Administrative Services	542,528.00	551,595.00	39,350.68	283,269.28	268,325.72
402 - City Hall	330,350.00	330,350.00	13,869.14	142,866.34	187,483.66
410 - Human Resources	70,700.00	70,700.00	1,936.84	13,770.57	56,929.43
430 - Communications	1,362,036.00	1,362,036.00	122,798.17	694,791.04	667,244.96
501 - Finance	877,250.00	999,468.00	53,445.17	461,318.68	538,149.32
601 - Parks & Recreation Administration	830,790.00	830,790.00	56,628.64	401,778.66	429,011.34
602 - Recreation Center	544,606.00	571,456.00	25,203.41	283,432.75	288,023.25
603 - Community Park & Ball Fields	196,361.00	217,969.00	7,942.17	85,652.57	132,316.43
604 - Community Pool	629,757.00	658,864.00	41,494.07	281,351.27	377,512.73
605 - Riverside Park	210,756.00	250,310.00	4,829.39	94,251.17	156,058.83
609 - Formerly Community Hall/Sheriff Substation	18,665.00	18,665.00	177.43	4,752.99	13,912.01
610 - Dog Park	83,378.00	83,378.00	1,746.26	31,234.39	52,143.61
611 - Beach Parks	29,740.00	29,740.00	27.53	261.08	29,478.92
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	4,118.19	74,464.42	60,141.58
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	3,206.83	40,519.72	75,618.28
617 - Bonita Nature Place	33,464.00	33,464.00	1,753.46	13,842.75	19,621.25
618 - Windsor Road Preserve	7,980.00	7,980.00	29.98	167.73	7,812.27
620 - Marni Fields	119,083.00	119,083.00	4,450.82	47,827.64	71,255.36
621 - BS River Park	25,748.00	34,770.00	0.00	5,423.56	29,346.44
622 - Cullum's Bonita Trail	18,300.00	18,300.00	0.00	800.00	17,500.00
623 - Carpenter Lane Canoe & Kayak	2,469.00	2,469.00	0.00	227.82	2,241.18
624 - Leitner Creek Neighborhood Park	12,476.00	37,326.00	0.00	5,941.77	31,384.23
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	750.00	5,250.00
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	867.34	10,752.15	171,647.85
Fund: 00 - General Fund Total:	20,652,406.00	21,044,111.00	1,792,418.26	9,830,239.14	11,213,871.86
Total Surplus (Deficit):	-20,652,406.00	-21,044,111.00	-1,792,418.26	-9,830,239.14	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2023-2024 Period Ending: 04/30/2024

ExpFinStmntLineItem;RevAccountType	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	148,583.85	883,837.77	888,362.23
335 - State Shared Revenue	291,200.00	291,200.00	21,903.84	131,423.04	159,776.96
361 - Interest & Other Earnings	82,000.00	82,000.00	13,068.00	91,918.00	-9,918.00
Revenue Total:	2,145,400.00	2,145,400.00	183,555.69	1,107,178.81	1,038,221.19
Expense					
54 - Transportation	1,309,104.00	1,309,104.00	179,231.89	703,640.15	605,463.85
58 - Other Uses/Transfers Out	778,990.00	3,581,307.00	501,060.13	1,047,386.60	2,533,920.40
Expense Total:	2,088,094.00	4,890,411.00	680,292.02	1,751,026.75	3,139,384.25
Fund: 10 - Gas Tax Fund Surplus (Deficit):	57,306.00	-2,745,011.00	-496,736.33	-643,847.94	-2,101,163.06
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	0.00	30,261,353.00	1,833,186.25	122,962.35	30,138,390.65
334 - State Grants	11,945,467.00	16,631,974.00	0.00	-407,723.11	17,039,697.11
337 - Local Gvmt Grants	40,000.00	40,000.00	0.00	2,762.50	37,237.50
381 - Transfers In	40,000.00	40,000.00	0.00	-42,437.50	82,437.50
Revenue Total:	12,025,467.00	46,973,327.00	1,833,186.25	-324,435.76	47,297,762.76
Expense					
52 - Public Safety	80,000.00	80,000.00	7,311.06	76,903.18	3,096.82
57 - Culture & Recreation	0.00	157,062.00	0.00	31,299.49	125,762.51
58 - Other Uses/Transfers Out	11,945,467.00	46,736,265.00	275,768.71	1,811,014.91	44,925,250.09
Expense Total:	12,025,467.00	46,973,327.00	283,079.77	1,919,217.58	45,054,109.42
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	1,550,106.48	-2,243,653.34	2,243,653.34
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	3,180,960.00	3,180,960.00	182,559.83	2,252,095.98	928,864.02
361 - Interest & Other Earnings	400,000.00	400,000.00	107,238.00	741,846.00	-341,846.00
Revenue Total:	3,580,960.00	3,580,960.00	289,797.83	2,993,941.98	587,018.02
Expense					
58 - Other Uses/Transfers Out	4,076,454.00	27,159,152.00	80,117.72	1,317,662.57	25,841,489.43
Expense Total:	4,076,454.00	27,159,152.00	80,117.72	1,317,662.57	25,841,489.43
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-495,494.00	-23,578,192.00	209,680.11	1,676,279.41	-25,254,471.41
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	352,070.00	352,070.00	9,120.00	117,234.00	234,836.00
361 - Interest & Other Earnings	52,000.00	52,000.00	9,462.00	66,556.00	-14,556.00
Revenue Total:	404,070.00	404,070.00	18,582.00	183,790.00	220,280.00
Expense					
58 - Other Uses/Transfers Out	400,000.00	3,551,747.00	392.50	392.50	3,551,354.50
Expense Total:	400,000.00	3,551,747.00	392.50	392.50	3,551,354.50
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	4,070.00	-3,147,677.00	18,189.50	183,397.50	-3,331,074.50
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,470,000.00	1,470,000.00	50,096.06	1,543,305.66	-73,305.66
361 - Interest & Other Earnings	18,000.00	18,000.00	14,604.00	102,722.00	-84,722.00
Revenue Total:	1,488,000.00	1,488,000.00	64,700.06	1,646,027.66	-158,027.66
Expense					
53 - Physical Environment	657,111.00	657,111.00	0.00	262,338.50	394,772.50

Special Revenue Funds Budget Report

For Fiscal: 2023-2024 Period Ending: 04/30/2024

ExpFinStmntLineItem;RevAccountType	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	0.00	262,338.50	3,894,772.50
Fund: 18 - Stormwater Management Surplus (Deficit):	130,889.00	-2,669,111.00	64,700.06	1,383,689.16	-4,052,800.16
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	875,000.00	875,000.00	149,052.47	890,166.31	-15,166.31
329 - Other Permits, Fees & Special Assessment	0.00	0.00	-26,053.80	327,976.20	-327,976.20
361 - Interest & Other Earnings	60,000.00	60,000.00	13,583.00	95,543.00	-35,543.00
Revenue Total:	935,000.00	935,000.00	136,581.67	1,313,685.51	-378,685.51
Expense					
52 - Public Safety	3,338,660.00	3,338,660.00	268,422.19	1,890,726.37	1,447,933.63
58 - Other Uses/Transfers Out	0.00	698,195.00	12,200.00	33,800.00	664,395.00
Expense Total:	3,338,660.00	4,036,855.00	280,622.19	1,924,526.37	2,112,328.63
Fund: 19 - Building Fees Fund Surplus (Deficit):	-2,403,660.00	-3,101,855.00	-144,040.52	-610,840.86	-2,491,014.14
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	490,400.00	490,400.00	0.00	490,400.00	0.00
337 - Local Gvmt Grants	1,872,100.00	1,872,100.00	0.00	1,857,380.00	14,720.00
Revenue Total:	2,362,500.00	2,362,500.00	0.00	2,347,780.00	14,720.00
Expense					
58 - Other Uses/Transfers Out	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Expense Total:	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	1,286,400.00	1,286,400.00	0.00	1,345,460.00	-59,060.00
Total Surplus (Deficit):	-1,420,489.00	-33,955,446.00	1,201,899.30	1,090,483.93	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2023-2024 Period Ending: 04/30/2024

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
384 - Debt Proceeds	0.00	0.00	0.00	2,000,000.00	-2,000,000.00
Revenue Total:	0.00	0.00	0.00	2,000,000.00	-2,000,000.00
Fund: 20 - 2011 Debt Fund Total:	0.00	0.00	0.00	2,000,000.00	-2,000,000.00
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Revenue Total:	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Expense					
51 - General Government	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Expense Total:	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
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	58,826.25	403,833.75
Revenue Total:	462,660.00	462,660.00	0.00	58,826.25	403,833.75
Expense					
51 - General Government	462,660.00	462,660.00	0.00	58,826.25	403,833.75
Expense Total:	462,660.00	462,660.00	0.00	58,826.25	403,833.75
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	2,000,000.00	



City of Bonita Springs, FL

Capital Projects Funds Budget Report

Group Summary

For Fiscal: 2023-2024 Period Ending: 04/30/2024

ExpFinStmntLineItem;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	120,380,026.00	1,341,932.65	7,341,002.73	113,039,023.27
Revenue Total:	33,062,867.00	121,880,026.00	1,341,932.65	7,214,151.03	114,665,874.97
Expense					
51 - General Government	2,613,000.00	7,663,785.00	164,598.58	895,708.68	6,768,076.32
53 - Physical Environment	21,709,423.00	48,545,639.00	103,321.50	2,056,934.90	46,488,704.10
54 - Transportation	5,730,444.00	55,156,129.00	1,001,274.38	3,117,763.85	52,038,365.15
57 - Culture & Recreation	3,010,000.00	10,514,473.00	72,738.19	1,270,595.30	9,243,877.70
Expense Total:	33,062,867.00	121,880,026.00	1,341,932.65	7,341,002.73	114,539,023.27
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	392.50	392.50	3,369,564.50
Revenue Total:	510,000.00	3,369,957.00	392.50	392.50	3,369,564.50
Expense					
55 - Economic Environment	0.00	78,381.00	0.00	0.00	78,381.00
57 - Culture & Recreation	510,000.00	3,291,576.00	392.50	392.50	3,291,183.50
Expense Total:	510,000.00	3,369,957.00	392.50	392.50	3,369,564.50
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	