



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

City of Bonita Springs
City Council
Meeting Agenda

May 7, 2025
5:30 p.m.

If you wish to address the City Council at this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, seated at the left-hand side of the dais. Blank slips can be found on the table outside of Council Chambers. If you wish to submit a written public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 12 Noon, May 7, 2025.

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 prior to the proceeding. Reasonable accommodations 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. Public Comment on Agenda Items
6. Ceremonial Presentations and Proclamations:
 - A. Recognition of Lisa Griggs Roberson for 15 years of service to the City of Bonita Springs.
7. Consent Agenda Items:
 - A. Approve minutes from the City Council CIP workshop held on April 2, 2025.
 - B. Approve minutes from the regular City Council meeting held on April 16, 2025.

- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-05-107)
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-05-108)
- E. Approve a Resolution accepting the resignations of five members from various advisory boards and committees. (Green Sheet 25-05-109)
- F. Approve a Resolution consistent with City Council action on April 16, 2025, sunsetting the Special Events Committee and releasing its members from appointment with appreciation for their service. (Green Sheet 25-05-110)
- G. Approve amendment #1 to purchase agreement 2025-001 to acquire property located in the Quinn/Downs/Dean Neighborhood for the FEMA HMGP-COVID Neighborhood Acquisition/Demolition Project. (Green Sheet 25-05-111)
- H. Approve purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood. (Green Sheet 25-05-112)
- I. Approve a Resolution to engage a firm for the City’s Mobility Study (RFQ 24-07) and authorize staff to enter into negotiations with the number one ranked firm, ADEAS-Q. (Green Sheet 25-05-113)
- J. Approve the special event permit for the Memorial Day Service, and temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street for the duration of the service, on Monday, May 26, 2025. (Green Sheet 25-05-117)
 - Opportunity for City Council Comments on Consent Agenda

8. Mayor and Council Member Items:

- A. Update on the Bonita Springs Elementary School project. (Fullick, Green Sheet 25-05-114)
- B. Approve a Resolution appointing a member to the Veterans Advisory Committee. (Fullick, Green Sheet 25-05-119)
- C. Discussion of spot dredging Spring Creek and direction to staff. (Bogacz, Green Sheet 25-05-118)
- D. Discussion of additional regulations for electric bicycles. (Corrie, Green Sheet 25-05-115)
- E. Discussion of a request to provide a statement of the City’s intent to manage the Bonita Springs portion of the BERT project property, in satisfaction of Florida Forever application requirements. (Corrie, Green Sheet 25-05-120)

9. City Attorney Items:

- A. Approve settlement agreement with 3HWA Land Holdings LLC, Kevin Stoneburner, and Darlene's Grove LLC, in connection with the Bonita Grande Drive Extension Project.
(Green Sheet 25-05-116)

10. City Manager Items:

- A. Update on the FY 2025-2026 Budget Process
- B. Update on recovery – Hurricanes Ian, Helene, and Milton

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment



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

City of Bonita Springs
City Council Workshop - Capital Improvement Projects
Draft Minutes

April 2, 2025
4:00 p.m.

- 1. Call to Order** - Mayor Gibson called the workshop to order at 4:00 pm. Clerk's Note: Burt Saunders of Gray-Robinson served as City Attorney, substituting for Derek Rooney during his scheduled absence.

2. Roll Call

Present: 7 Council Member Bogacz; Deputy Mayor Purdon; Council Member Carr, Mayor Gibson;
Council Member Corrie; Council Member Fullick; Council Member Fitzpatrick.

Absent: 0

3. Staff Presentation on Capital Improvement Projects: City Facilities and Special Events

Lora Taylor, Director, Communications and Facilities presented, starting with an update on Special Events. She revisited Council's prior decision to enhance celebrations during the 25th anniversary year, stating Council will have to determine whether to maintain the enhanced format or return to the standard approach.

A discussion ensued. Council Member Fitzpatrick suggested scaling back following the anniversary ramp-up. Council Members Carr and Purdon highlighted the popularity of City events and advised against returning to the standard approach. Council Member Fullick suggested prioritizing events and preserving the enhanced budget for high-impact signature events. Council Member Corrie and Mayor Gibson advocated a balanced approach by identifying areas where it makes sense to scale back and areas to maintain. Council also discussed expanding corporate sponsorships.

Next, Director Taylor provided updates on Information Technology initiatives and Facilities capital improvement projects. She discussed high priority facility needs, most notably the old library, which is in a deteriorating condition. Council must decide whether to repair the old library, or raze/rebuild, by considering cost comparisons, City and Sheriff needs, and the buildings role in hurricane recovery efforts. Council members voiced support for razing and rebuilding to best serve the community's future needs.

(Presentation on file in the Clerk's office).

4. Public Comment - None

5. Adjourn - The workshop adjourned at 5:07 pm.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Mike Gibson, Mayor



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

City of Bonita Springs
City Council
Draft Meeting Minutes

April 16, 2025
9:00 a.m.

1. Call to Order - *Mayor Gibson called the meeting to order at 9 am.*

2. Invocation - *Provided by Rev. Ann Grandell of Gulf Shore Church.*

3. Pledge of Allegiance - *Led by Mayor Gibson*

4. Roll Call

Present: 7 Council Member Bogacz; Council Member Carr, Mayor Gibson; Council Member Corrie; Council Member Fullick; Council Member Fitzpatrick; Deputy Mayor Purdon (left the meeting at 10:57 am)

Absent: 0

5. Public Comment on Agenda Items

The following individuals commented on 8D, in support of the discussion on funding options for the Rail to Trail project:

*Kim Humphries
Chip Greenwood
Eli Dolinsky
Deb Orton
Steve Gunther
Peter O'Flinn
Ameilia Quaremba
Patrick Post
Jan Hoerbert
Richard Forman
Christine Tumelty
Jim Magnus
Pat Miller
Clara Fasciglione
Anthony Backos
Sophie LeRoux
Jim Oberweis
Trish Leonard
Mike Gasbarro
Peggy Baker
Erik Myburgh*

6. Ceremonial Presentations and Proclamations:

A. Proclamation recognizing the 10th annual Bonita Springs Short Film Festival. (Sponsored by Council Member Fullick)

The proclamation was read aloud by Council Member Fullick and accepted by representatives of the Bonita Springs Short Film Festival.

B. Proclamation recognizing April 25, 2025 as Arbor Day in the City of Bonita Springs.

The proclamation was read aloud by Mayor Gibson and accepted by Jack Brown, Chairman, Tree Advisory Board.

7. Consent Agenda Items:

*Council Member Corrie motioned to approve the consent items; seconded by Council Member Carr. **The motion carried unanimously.***

- A. Approve minutes from the City Council Meeting held on April 2, 2025.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton.
- D. Approve a Resolution designating April 2025 as Fair Housing Month. (Green Sheet 25-04-091)
- E. Approve the partnership agreement between the City of Bonita Springs and the YMCA of Southwest Florida for the 2025 Summer Camp program and the 2025-26 afterschool program, to be held at the Bonita Springs Recreation Center. (Green Sheet 25-04-094)
- F. Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt and re-striping repair work on Old 41 Rd. and Arroyal Rd., in the amount of \$179,414.99. (Green Sheet 25-04-095)
- G. Approve purchase agreements to acquire two properties for the FEMA Hazard Mitigation Grant Program-COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood. (Green Sheet 25-04-096)
- H. Approve amendment #2 to purchase agreement 2024-003QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-04-098)
- I. Approve a Resolution confirming and memorializing the public status of a portion of Matheson Avenue pursuant to Section 95.361(2), Florida Statutes. (Green Sheet 25-04-100)
- J. Approve a Resolution rescinding the appointment of a member of the Technology Advisory Board. (Green Sheet 25-04-103)

8. Mayor and Council Member Items:

A. Approve a Resolution appointing two members to the Veterans Advisory Committee.

(Council Member Fullick, Green Sheet 25-04-092)

*Council Member Corrie motioned to approve the appointment of Ana Malkowski and Willie Stoll; seconded by Council Member Carr. **The motion carried unanimously.***

B. Update on the Bonita Springs Elementary School renovation project.

(Council Member Fullick, Green Sheet 25-04-093)

Council Member Fullick recapped the City's efforts to work with the School Board, and discussed the latest challenges in securing a firm commitment to include a replica of the original elementary school building façade in the design plans. City Attorney Rooney will bring back recommendations for Council consideration.

C. Discussion on Advisory Boards and Committees. (Mayor Gibson, Green Sheet 25-04-102)

Mayor Gibson led the discussion, stating it's time to speed up the process of streamlining and consolidating functions of advisory boards. Council provided direction by consensus for the City Attorney to work with staff and Council liaisons on options to consolidate the land use boards, to include advantages and disadvantages, as well for sunseting those advisory boards and committees that are no longer necessary.

D. Discussion on potential sources of funds to meet the City's share of the purchase of the railroad right of way. (Council Member Corrie, Green Sheet 25-04-104)

At the request of Council Member Corrie, this item was heard immediately following item 10a.

Council Member Corrie led the discussion, proposing that Council provide direction to staff to proceed with obtaining a line of credit. This step will demonstrate to granting authorities the City's commitment and capability to contribute its share of the purchase price. A discussion ensued.

Deputy Mayor Purdon affirmed the merits of the project but acknowledged concerns about its increasing financial demands.

Council Member Fitzpatrick raised concerns about the uncertainty surrounding grant funding and the future costs associated with ongoing maintenance of the trail. He stressed the need for a thorough discussion before drawing on the credit line, given the City's financial responsibilities to other critical projects and emergency reserves.

Council Member Carr emphasized the substantial cost of the project, cautioning that other important projects and initiatives could be compromised.

Council Member Bogacz expressed support for the project, but acknowledged sharing the apprehensions raised by other Council Members.

*Deputy Mayor Purdon motioned to direct staff to apply for the line of credit; seconded by Council Member Corrie. **The motion carried 6-1 (Council Member Carr opposed).** Additionally, by consensus, Council directed staff to work with the consultant to pursue a bond rating.*

E. ADDENDUM: Discussion regarding sunseting the Special Events Committee. (Council Member Carr, Green Sheet No. 25-04-106)

*Council Member Carr led the discussion, noting that the scope and scale of City events has grown significantly over the years, necessitating a more technical approach to event planning. Council Member Corrie motioned to approve the sunseting of the Special Events Committee; seconded by Deputy Mayor Purdon. **The motion carried unanimously.** Mayor Gibson and Council Member Carr thanked past and current members for their service.*

9. City Attorney Items:

*City Attorney Rooney brought forth the following two advisory board recommendations proposed by Council Member Carr: that staff liaisons forward advisory board meeting minutes to City Council; and for resignations to become effective upon written notification without requiring Council approval. By consensus, Council directed the City Attorney to bring back draft revisions to the Administrative Code. Council Member Corrie motioned to have staff immediately begin forwarding approved minutes to Council members; seconded by Council Member Fullick. **The motion carried unanimously.***

Additionally, City Attorney Rooney provided an update on the Somax Comprehensive Plan litigation, stating that oral arguments have been scheduled for August 7. He requested that one Council member be designated to attend. Council Member Corrie volunteered, with no objections.

10. City Manager Items:

A. Presentation from PFM Financial Advisors on the funding options for the Bonita-Estero Rail-Trail (BERT) project. (Green Sheet 25-04-101)

Finance Director Lisa Griggs Roberson introduced the item, stating it is on today's agenda at the direction of City Council. She introduced Julie Santamaria, consultant with PFM Financial Advisors, who presented an overview of the City's debt, financial standing, and available funding options (presentation on file in the City Clerk's office).

At the request of Council Member Corrie, Item 8D was heard immediately following item 10A.

10:58 a.m. – Mayor Gibson recessed the meeting for a break.

11:08 a.m. – Mayor Gibson reconvened the meeting.

B. Presentation of the February Financial Report. (Green Sheet 25-04-099)

Finance Director Lisa Griggs Roberson presented the February Financial Report (on file in the City Clerk's office).

C. Presentation of Community Development Business Activity Reports. (Green Sheet 25-04-097)

Community Development Director John Dulmer presented the reports (on file in the City Clerk's office).

D. Authorize staff to submit community projects for Congressman Byron Donalds FY2026 Appropriation Requests funding. (Green Sheet No. 25-04-105)

*Council Member Carr motioned to approve the listed projects and to authorize the Mayor to sign submission letters; seconded by Council Member Corrie. **The motion carried 6-0** (Clerk's note: Deputy Mayor Purdon was not present for this item, having left the meeting at 10:57 am).*

E. Update on recovery – Hurricanes Ian, Helene, and Milton

City Manager Hunter announced that the burn ban enacted by the Board of County Commissioners is in effect, which includes all municipalities. The City is actively sharing information on social media.

11. Mayor and Council Member Reports

Council Member Bogacz - Reported that the Fire Department has hired six new firefighters.

Council Member Carr - Reported on the recent Phoenix Awards ceremony.

Council Member Corrie - Reported on the recent Wonder Gardens Board of Directors meeting.

Council Member Fullick - Reported on the Tourist Development Council's approval of funding for a Bonita Springs mural project. He requested Parks Director Nicole Perino be the point person with the TDC on the project.

Council Member Fitzpatrick - Reported on the recent Phoenix Awards ceremony, and encouraged homeowner associations to organize CPR classes for members. He also noted that he will be out of town for the May 7 City Council meeting, but will request remote participation via Zoom.

Mayor Gibson - Reminded the public about the Bonita Springs Short-Film Festival, scheduled for Thursday, April 17.

12. Public Comment

Alex Grantt - Commented on the importance of Amtrak rail service for public safety in the event of a large-scale evacuation.

Ben Hershenson - Commented on the potential merger of the Zoning Board and Local Planning Agency.

13. Adjournment - *There being no further business, the meeting adjourned at 11:52 p.m.*

Prepared by:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

ITEM TITLE: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Helene.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Strengthen/Enhance Council Relations, 7) Government Transparency

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2024-208 and 2024-209 in response to the anticipated landfall of Tropical Storm Helene and has declared that a state of emergency exists in several counties including Lee County, pursuant to Chapter 252, Florida Statutes.

Sec. 14-41 of the City's Code of Ordinances empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action.

Tropical Storm Helene poses a serious threat to the lives and property of residents of the City of Bonita Springs and therefore on September 24, 2024, Mayor Steinmeyer executed Resolution 24-72 declaring a local state of emergency for all territory within the legal boundaries of the City of Bonita Springs.

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.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 25-042 issued on April 14, 2025
2. Resolution No. 25-048 issued on April 21, 2025
3. Resolution No. 25-050 issued on April 28, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-042**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE HELENE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

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

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

Section 1. The recitals above are hereby incorporated herein.

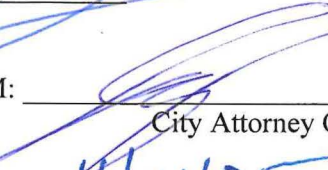
Section 2. The current State of Emergency is extended.

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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 14th April, 2025.

AUTHENTICATION:

 _____ Mayor  _____ City Clerk

APPROVED AS TO FORM:  _____
City Attorney Office

Date filed with City Clerk: 4/14/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-048**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE HELENE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

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

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta 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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 21st April, 2025.

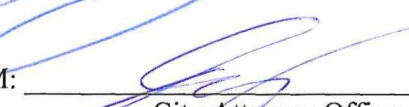
AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 4/21/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE HELENE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

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

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

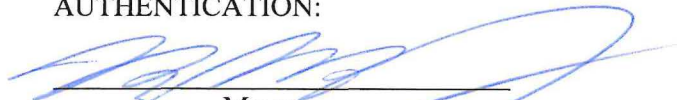
Section 1. The recitals above are hereby incorporated herein.

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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 28th April, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 4/28/25

ITEM TITLE: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Milton.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Strengthen/Enhance Council Relations, 7) Government Transparency

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2024-214 in response to the anticipated landfall of Hurricane Milton and has declared that a state of emergency exists in several counties including Lee County, pursuant to Chapter 252, Florida Statutes.

Sec. 14-41 of the City's Code of Ordinances empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action.

Hurricane Milton poses a serious threat to the lives and property of residents of the City of Bonita Springs and therefore on October 6, 2024, Mayor Steinmeyer executed Resolution 24-76 declaring a local state of emergency for all territory within the legal boundaries of the City of Bonita Springs.

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.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 25-043 issued on April 14, 2025
2. Resolution No. 25-049 issued on April 21, 2025
3. Resolution No. 25-051 issued on April 28, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-043**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE MILTON; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, the Mayor executed Resolution 24-076 declaring a local state of emergency in advance of Hurricane Milton which was confirmed and ratified by City Council on October 23, 2024; and

WHEREAS, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 14th day of April, 2025.

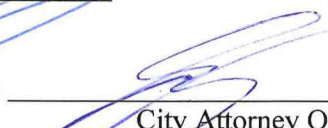
AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 4/14/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-049**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE MILTON; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

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WHEREAS, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

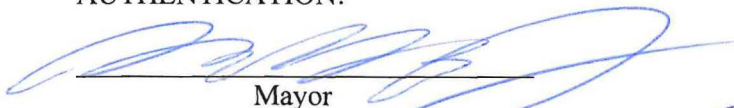
Section 1. The recitals above are hereby incorporated herein.

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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 21st day of April, 2025.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 4/21/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-051**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE MILTON; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, the Mayor executed Resolution 24-076 declaring a local state of emergency in advance of Hurricane Milton which was confirmed and ratified by City Council on October 23, 2024; and

WHEREAS, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

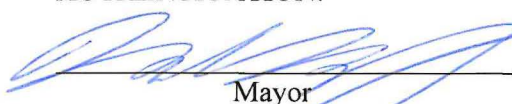
Section 1. The recitals above are hereby incorporated herein.

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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 28th day of April, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 4/28/25

ITEM TITLE: Approve a Resolution accepting the resignations of five members from various advisory boards and committees.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

The advisory board/committee members listed below have tendered their resignations to the staff liaisons of their respective boards and committees. Each resigning member cited professional or personal commitments as their reason and conveyed their appreciation for the opportunity to serve.

- Paul Canning - Veterans Advisory Committee
- Scott Cline - Veterans Advisory Committee
- Tara Fedorko - Art in Public Places Board
- Jacque James - Historic Preservation Board
- Dave Shellenbarger - Technology Advisory Board

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS: Draft resolution

REVIEWERS:

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

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 -**

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; ACCEPTING THE RESIGNATIONS OF TWO MEMBERS OF THE VETERANS ADVISORY COMMITTEE, ONE MEMBER OF THE ART IN PUBLIC PLACES BOARD, ONE MEMBER OF THE HISTORIC PRESERVATION BOARD, AND ONE MEMBER OF THE TECHNOLOGY ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 9, 2024, Paul Canning submitted his resignation from the Veterans Advisory Committee; and

WHEREAS, on February 6, 2025, Scott Cline announced his resignation from the Veterans Advisory Committee; and

WHEREAS, on April 9, 2025, Tara Fedorko submitted her resignation from the Art in Public Places Board; and

WHEREAS, on April 17, 2025, Jacque James submitted her resignation from the Historic Preservation Board; and

WHEREAS, on April 12, 2025, Dave Shellenbarger submitted his resignation from the Technology Advisory Board.

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

Section 1: The resignations of Paul Canning and Scott Cline from the Veterans Advisory Committee are hereby accepted.

Section 2: The resignation of Tara Fedorko from the Art in Public Places Board is hereby accepted.

Section 3: The resignation of Jacque James from the Historic Preservation Board is hereby accepted.

Section 4: The resignation of Dave Shellenbarger from the Technology Advisory Board is hereby accepted.

Section 5: This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of May, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with the City Clerk: _____

ITEM TITLE: Approve a Resolution consistent with City Council action on April 16, 2025, sunsetting the Special Events Committee and releasing its members from appointment with appreciation for their service.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #6 Government Transparency and Efficiency

BACKGROUND:

On April 16, 2025, the City Council reviewed the ongoing need for the Special Events Committee, in accordance with Rule 3.01(b) of the Advisory Board Administrative Code (AC-1-6). City Council determined that a more streamlined approach to event planning and operations would provide for better efficiencies and voted to sunset the Special Events Committee. City Council extended its appreciation to past and present members of the Special Events Committee for their service and contributions.

The attached Resolution formally memorializes this action taken by City Council on April 16, 2025.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS: Draft resolution

REVIEWERS:

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

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 -**

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, SUNSETTING THE SPECIAL EVENTS COMMITTEE AND RELEASING ITS MEMBERS FROM APPOINTMENT WITH APPRECIATION FOR THEIR SERVICE.

WHEREAS, on September 5, 2001 City Council established the Special Events Committee through Resolution 01-50, amended by Resolutions 13-33, 02-62, 05-124, and 18-10, to support the planning, coordination, and execution of city-sponsored events; and

WHEREAS, on April 16, 2025, following a review of the ongoing need for the Special Events Committee consistent with Rule 3.01(b) of the Advisory Board Administrative Code (AC-1-6), City Council determined that a more streamlined approach to event planning and operations would provide for better efficiencies and voted to sunset the Special Events Committee; and

WHEREAS, City Council extends its appreciation to past and present members of the Special Events Committee for their service and contributions.

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

Section 1: The Special Events Committee is hereby formally sunsetted and dissolved.

Section 2: Current members of the Special Events Committee are hereby released from appointment with appreciation for their service.

Section 3: This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of May, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with the City Clerk: _____

ITEM TITLE: Approve amendment #1 to purchase agreement 2025-001 to acquire property located in the Quinn/Downs/Dean Neighborhood for the FEMA HMGP-COVID Neighborhood Acquisition/Demolition Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: The City received a FEMA Hazard Mitigation Grant Program (HMGP)- COVID grant award notice on April 17, 2024 in the amount of \$4,282,761.60. The City's match of \$475,862.40 provides a total project cost of \$4,758,624 for the neighborhood acquisition/demolition project in the Quinn/Downs/Dean Neighborhood.

City Council approved a purchase agreement during their February 5, 2025 meeting to purchase a parcel located in a flood prone area in the Quinn/Downs/Dean Neighborhood. Amendment #1 extends the closing date from May 30, 2025 to June 30, 2025 at the homeowners request. Funds to purchase the parcel will be allocated from CIP account 30.250.538.6109 (HMGP-COVID Neighborhood Acquisition/Demolition).

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

STAFF RECOMMENDATION: Approve amendment #1 extending the closing date for purchase agreement 2025-001

ATTACHMENTS:

1. Amendment #1 for Agreement 2025-001
2. Senate Bill 966

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	Matt Feeney



CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

AMENDMENT ONE

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made this ____ of _____, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLERS"):

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Mitigation (CDBG-MIT) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Commerce, administered by the BUYER and hereinafter referred to as the "IBE/Quinn Downs/Dean Infrastructure Program", to purchase certain properties in the City of Bonita Springs, Florida in which the SELLERS owns improved properties located at [REDACTED], **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

(See Exhibit A attached for full metes and bounds description)
and more commonly identified as:

[REDACTED]
Bonita Springs, FL 34135

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

WHEREAS, SELLERS understands this is a voluntary transaction and that SELLERS are not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits. Relocation funding will only be available to any and all displaced tenants, as applicable.

In consideration of the matters described above, the mutual obligations set forth in this amendment, the Parties agree to amend the agreement as follows:





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

1. In accordance with the Expiration of Offer (Paragraph 16 of original agreement), this amendment shall extend the May 30, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **June 30, 2025**.
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on February 5, 2025 (BSC 25-02-021) marked as Exhibit B is made a part of this Amendment.

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

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CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

IN WITNESS WHEREOF, the Parties have executed this Amendment, and the Bonita Springs City Council approved this Agreement on the _____ day of _____, 2025.

SELLER/ Steven J. Kinney

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel ID: [REDACTED] and more specifically described as:

[REDACTED] ly





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit B

BSC 25-02-021

Executed February 5, 2025





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this 5th day of Feb, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the BUYER and hereinafter referred to as the "Bonita Springs Acquisition/Demolition Project", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED] Bonita Springs, FL 34135 hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

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

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

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

(See Exhibit A attached to this agreement)
More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

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

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

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

purchase price for the real estate property and improvements above described is Four Hundred Seventy Thousand Dollars and Zero Cents (\$470,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.

- a. The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
- b. Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the City.
- c. The SELLER agree to deliver a good and sufficient general warranty deed conveying marketable title.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that FEMA funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City related to this property which may be claimed by SELLER after settlement.

4. PROGRAM INCENTIVE. The SELLER's property does not qualify for a program incentive identified within the program regulations.

5. CONTINGENCIES.

- a. SELLER shall vacate the property *on or before Ninety (90)* days from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. SELLER must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
- c. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.
- d. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency funds. The SELLER acknowledges that this Contract does not constitute a commitment of





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory approval by the City of Bonita Springs City Council of the purchase, and receipt and release of funds from FEMA.

- e. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed *on or before* Ninety (90) days of the signing of this contract.
10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

11. **FIXTURES AND PERSONAL PROPERTY.** At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.
12. **VACANCY INSPECTION.** The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.
13. **RADON.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
14. **SELLER CLOSING ACTION ITEMS.** The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
15. **EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) *on or before* **Friday, May 30, 2025** unless accepted or countered by SELLER in written form prior to such time. If SELLER or BUYER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the SELLER/BUYER, a written request with reasoning needs to be submitted to and approved by the SELLER/BUYER prior to the expiration date.
16. **ENTIRE AGREEMENT.** This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
17. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
18. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the SELLER and the BUYER has signed this Agreement.

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





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

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

Seller/

[Redacted Signature]
Signature

Date

1/13/25

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]
Clerk

(Seal)

[Signature]
Michael S. Gibson, Mayor

Date: Feb. 5, 2025

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

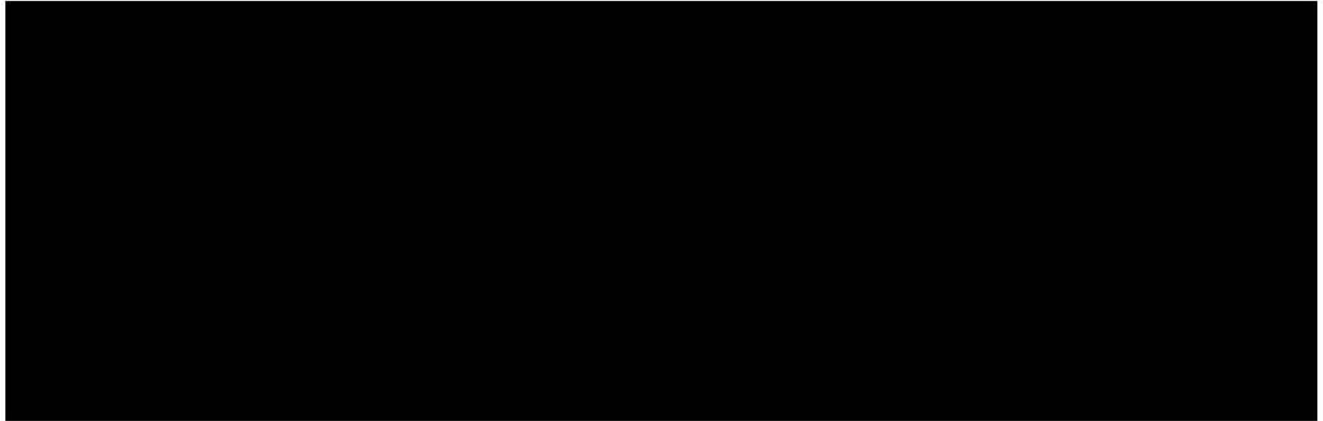




**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

Exhibit A

Legal Description



Parcel Identification Number:





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

To comply with federal law, the undersigned SELLER of benefits under the FEMA Hazard Mitigation Grant Program – COVID funding (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Division of Emergency Management ("FDEM") grant, the SELLER hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these HMGP-COVID funds are awarded.

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

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

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

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

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

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

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

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

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

OWNER [REDACTED]

[REDACTED]
Signature

[REDACTED]
Print Name

PROGRAM STAFF

Elly Soto McKuen
Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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



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2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.
12

13 Be It Enacted by the Legislature of the State of Florida:
14

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

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

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

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

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

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

Section 2. The Legislature finds that it is a public
necessity that property photographs and personal identifying
information of an applicant for or participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster, held by the Department of Economic Opportunity, the
Florida Housing Finance Corporation, a county, a municipality,
or a local housing finance agency, be made confidential and
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an agency, in an effort to determine damage and ascertain the estimated cost of rehabilitation, may conduct a property inspection to observe and record damage to the property. This information may be used to locate the damaged property and to identify and contact the property owner or tenant. Following a disaster, the people affected are vulnerable and frequently displaced due to the severely damaged and often uninhabitable condition of their residences. If released, property photographs and personal identifying information could be used by fraudulent contractors, predatory lenders, thieves, or individuals seeking to impose on the vulnerability of the distressed property owner or tenant following a disaster. Therefore, it is necessary that property photographs and personal identifying information be protected to ensure that those affected by a disaster are not harassed, intimidated, or potentially defrauded.

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

ITEM TITLE: Approve purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: The City received a grant award notice on April 17, 2024 in the amount of \$4,282,761.60. The City's match of \$475,862.40 provides a total project cost of \$4,758,624 for the neighborhood acquisition/demolition project in the Quinn/Downs/Dean Neighborhood.

The focus of the program is to purchase property located in floodways or within neighborhoods that experiences frequent flooding. The purchase agreement for the property reflects the current market value of the property. Once the City purchases the property the structure will be demolished, and the land will be in the City's name in perpetuity. The purchase price of the home is \$380,000 and will be paid from CIP account number 30.250.538.6109 (HMGP-COVID Neighborhood Acquisition/Demolition).

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

STAFF RECOMMENDATION: Approve purchase agreement for home located in the Quinn/Downs/Dean Neighborhood.

ATTACHMENTS:

1. Purchase Agreement 2025-004
2. Senate Bill 966

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	Matt Feeney



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this 26 day of April, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED], a married couple (hereinafter referred to as "SELLER"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the BUYER and hereinafter referred to as the "Bonita Springs Acquisition/Demolition Project", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED], Bonita Springs, FL 34135 hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

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

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

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

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Three Hundred Eighty Thousand Dollars and Zero Cents (\$380,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.
- The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
 - Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the City.
 - The SELLER agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that FEMA funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City related to this property which may be claimed by SELLER after settlement.
4. PROGRAM INCENTIVE. The SELLER's property does not qualify for a program incentive identified within the program regulations.
5. CONTINGENCIES.
- SELLER shall vacate the property *on or before One Hundred Sixty-Two (162) days* from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
 - SELLER must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
 - BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- d. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency funds. The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory approval by the City of Bonita Springs City Council of the purchase, and receipt and release of funds from FEMA.
 - e. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed *on or before* Ninety (90) days of the signing of this contract.
10. ACKNOWLEDGEMENTS. The SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property.

- 11. FIXTURES AND PERSONAL PROPERTY.** At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.
- 12. VACANCY INSPECTION.** The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.
- 13. RADON.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.
- 14. SELLER CLOSING ACTION ITEMS.** The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
- 15. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) *on or before* **Tuesday, September 30, 2025** unless accepted or countered by SELLER in written form prior to such time. If SELLER or BUYER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the SELLER/BUYER, a written request with reasoning needs to be submitted to and approved by the SELLER/BUYER prior to the expiration date.
- 16. ENTIRE AGREEMENT.** This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
- 17.** The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
- 18. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the SELLER and the BUYER has signed this Agreement.





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

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

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

Seller/ [Redacted]		Seller/ [Redacted]	
[Redacted]	Apr 26, 2025	[Redacted]	Apr 26, 2025
Signature	Date	Signature	Date

BUYER/ CITY: CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk Michael S. Gibson, Mayor

(Seal) Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A

Legal Description

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Lee County, Florida.

Parcel Identification Number: [REDACTED]





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

To comply with federal law, the undersigned SELLER of benefits under the FEMA Hazard Mitigation Grant Program – COVID funding (the “Program”) being administered by the City of Bonita Springs (the “City”) as a subrecipient of the Florida Division of Emergency Management (“FDEM”) grant, the SELLER hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency (“FEMA”) program, Small Business Administration (“SBA”) program relating to temporary housing provided through the Program relating to the disaster or emergency for which these HMGP-COVID funds are awarded.

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

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

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

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

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

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

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CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

OWNER/ [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

OWNER/ [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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



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2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
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24 of the State Constitution:

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

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

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

2. Governmental entities or their agents shall have access
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purpose of auditing federal, state, or local housing programs or
housing assistance programs.

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

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

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

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

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

ITEM TITLE: Approve a Resolution to engage a firm for the City's Mobility Study (RFQ 24-07) and authorize staff to enter into negotiations with the number one ranked firm, ADEAS-Q.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 2) Vehiclular and Multi-Model Transportation Networks

BACKGROUND: The City advertised RFQ 24-07 for the City's Mobility Study on January 10, 2025 with a bid opening date of March 10, 2025. The City received four (4) sealed eligible responses for the City's Mobility Study. Funding for the study is provided through a U.S. Housing and Urban Development, Community Development Block Grant – Disaster Recovery grant as a result of Hurricane Ian.

On April 3, 2025 the Selection Committee met to evaluate the submittals. After review, the committee recommended all four (4) of the firms prepare presentations. The Committee met on April 21, 2025 and April 23, 2025 and heard presentations. Following the presentations, the Selection Committee recommended the firms ranking in the following order:

1. ADEAS-Q, LLC
2. Kimley-Horn and Associates, Inc.
3. Metric Engineering, Inc.
4. American Structurepoint, Inc.

STAFF RECOMMENDATION: Staff recommends award and negotiate the top ranked firm, ADEAS-Q to complete the City's Mobility Study.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 - ____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RANKING OF THE FOUR (4) FIRMS FOR THE CITY'S MOBILITY STUDY RFQ 24-07 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE NUMBER ONE (1) RANKED FIRM, ADEAS-Q.

WHEREAS, the City advertised for the City's Mobility Study and received four (4) qualified and experienced submittals; and

WHEREAS, the Selection Committee met, shortlisted four (4) firms, heard presentations, and ranked the firms in the following order:

1. ADEAS-Q, LLC
2. Kimley-Horn and Associates, Inc.
3. Metric Engineering, Inc.
4. American Structurepoint, Inc.

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

Section 1. To approve the Selection Committee's recommendation to rank the four (4) firms as enumerated above and engage ADEAS-Q for the City's Mobility Study RFQ 24-07.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ____ day of _____, 2025.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Gibson
Purdon	Fullick
Carr	Fitzpatrick
Corrie	

Date filed: _____

ITEM TITLE: Approve the special event permit for the Memorial Day Service and temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street for the duration of the service on Monday, May 26, 2025.

REQUESTOR: Lora Taylor, Communications Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Bonita Springs Memorial Day Ceremony is an annual service held on Memorial Day to honor those who have died while serving our country. This event is coordinated by the Bonita Springs Veterans Advisory Committee.

In 2023 and 2024, City Council approved the closure of Old 41 Road during the Memorial Day Service to provide a more peaceful and dignified environment in which to conduct the ceremony. Councilman Fullick and the Veteran Advisory Committee have expressed interest in continuing the road closure in 2025. Old 41 would be closed from Ragsdale St to Wilson St for the duration of the service (approximately an hour to an hour and a half).

Staff will also coordinate with the Lee County Sheriff's Office for the closure. Funding is provided for the event within the FY 2024-2025 Communication Department budget.

STAFF RECOMMENDATION Approve the special event permit for the Memorial Day Ceremony and temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street on Monday, May 26, 2025.

ATTACHMENTS:

1. Special Event Permit Application
 2. MOT Map
 3. Event Flyer
-

REVIEWERS:

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

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

Phone: 239/949-6262

Fax: 949-6239

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: City of Bonita Springs
Nature of Event: Memorial Day 2025
Location (Attach Site Plan): Riverdale Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>05/26/25</u>	<u>7am</u> to <u>9am</u>	<u>9am</u> to <u>10:30am</u>	<u>10:30am</u> to <u>12pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 2024
Individual Contact for Activity/Event: Karissa Minari Phone: 239 949 6262
Address: City Website: City
E-Mail Address: Karissa.Minari@cityofbonitasprings.org
Major Sponsor(s): N/A
Promoter(s): N/A Phone or Contact #: N/A

1. Crowd: Is anticipated crowd size 1,000 or more?

Yes ☐ No ☒

Actual Anticipated number: 300

2. Parking: Will off-site parking be provided? _____

☐ ☒

Will "shuttle" service to parking be provided? By whom? _____

☐ ☒

4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.

☒ ☒

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☐ | ☒ |
| 6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☐ | ☒ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☐ | ☒ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☐ | ☒ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____
Contact Number: _____ | ☐ | ☒ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☐ | ☒ |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☒ | ☐ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | ☒ | ☐ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☐ | ☒ |

Yes No

15. Sanitary Facilities:

Will temporary sanitary facilities be provided? If yes, indicate location on site plan.

☐
☒

Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.

☐
☒

Will additional refuse containers/dumpsters be provided?

☐
☒

If yes, by whom: _____

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.

17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT, OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED IF CONDITIONS HAVE CHANGED ON THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend, and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.


Signature of Applicant

04/28/25
Date

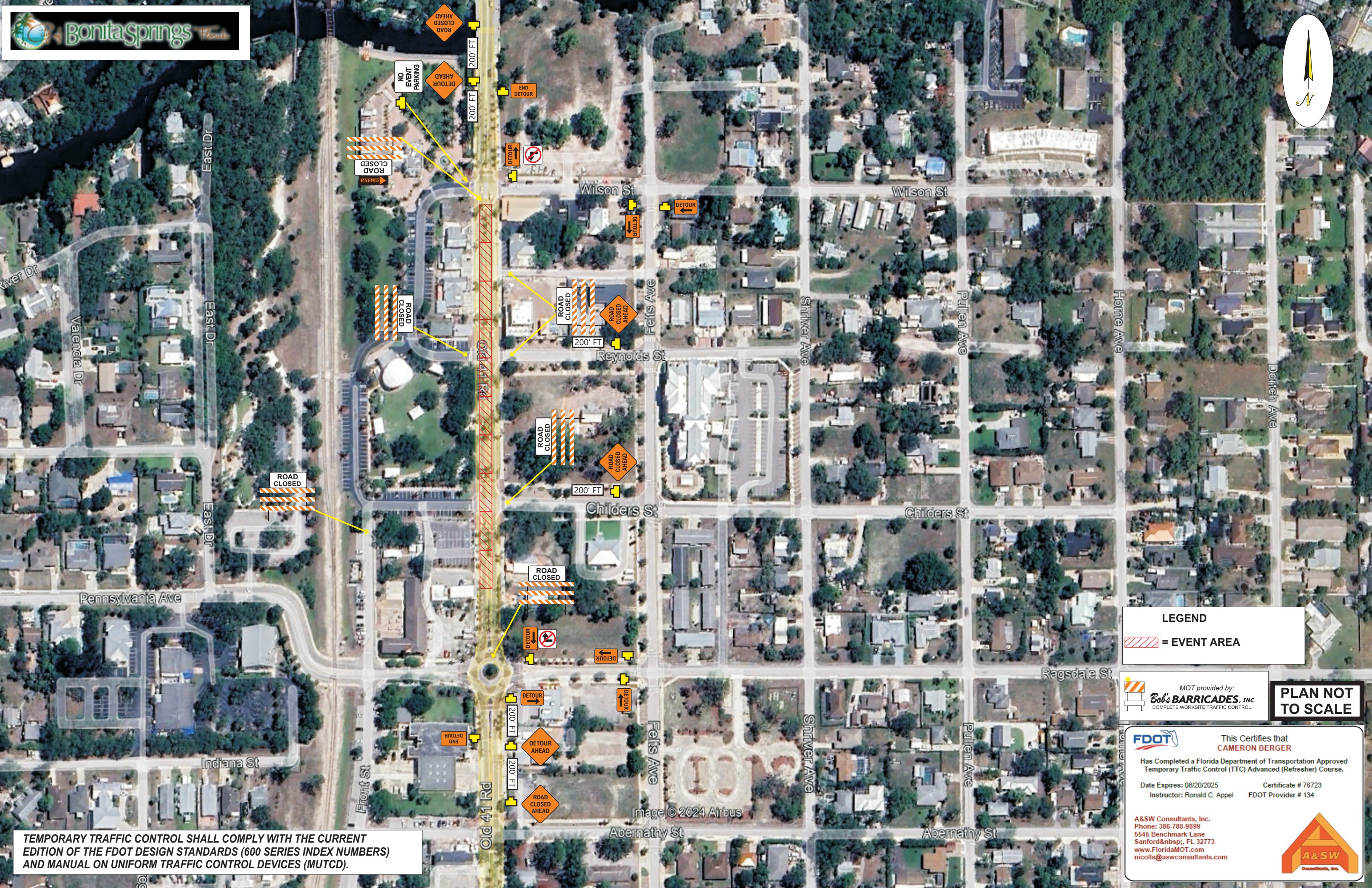
Comments: _____

City Manager

Date

Comments: _____

Application Fee is non-refundable.



LEGEND

 = EVENT AREA

 MOT provided by:
Bob's BARRICADES, INC.
COMPLETE WORKSITE TRAFFIC CONTROL

PLAN NOT TO SCALE

 This Certifies that
CAMERON BERGER
Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 08/20/2025 Certificate # 76723
Instructor: Ronald C. Appel FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

Parking

Parking

Tent
20 x30

115 ft

© 2014 Google

Go

Memorial Day Service

Monday May 26th, 2025

at 9:00 am

Downtown Bonita Springs
Riverside Park

10450 Reynolds St, Bonita Springs, FL 34135



Guest Speaker:

Christopher J. Murray

Rear Admiral (Ret)

United States Navy

For questions,
please call 239-949-6262

ITEM TITLE: Update on the Bonita Springs Elementary School renovation project.

REQUESTOR: Council Member Fullick

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #3 Enhance Community Aesthetics, Parks and Facilities

BACKGROUND:

Council Member Fullick has requested this item be placed on the May 7, 2025 City Council meeting agenda to keep residents and City Council members informed of the latest developments regarding the School District's plans for the Elementary School.

RECOMMENDATION: Receive update from Council Member Fullick.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Approve a Resolution appointing a member to the Veterans Advisory Committee.

REQUESTOR: Council Member Nigel P. Fullick

AGENDA SECTION: Mayor and Council Items

STRATEGIC PRIORITY: #6 Government Transparency and Efficiency

BACKGROUND:

The Veterans Advisory Committee is comprised of nine appointed members, each holding the following seats, unless a member from the named agency is not able to serve, allowing for a Veteran member at-large to serve in their place:

1. Member of the American Legion
2. Member of the Veterans of Foreign Wars
3. Member of the Sons of the American Legion
4. Member of the American Legion Ladies Auxiliary
5. Member of the Veterans of Foreign Wars Ladies Auxiliary
6. Veteran Member at Large
7. Veteran Member at Large
8. Veteran Member at Large
9. Veteran Member at Large

The following qualified veteran and resident of Bonita Springs submitted an application to the City Clerk to serve on the Veterans Advisory Committee: Ray Sandelli.

The Veterans Advisory Committee currently consists of the following members:
Roy Flanders, Jan Farrington, Bobby Hunter, Ron Libby, Ana Malkowski and Willie Stoll.

RECOMMENDATION: Approve a Resolution appointing Ray Sandelli to a member at-large position on the Veterans Advisory Committee.

ATTACHMENTS:

1. Draft Resolution
2. Advisory committee application submitted by Ray Sandelli.

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, APPOINTING A MEMBER TO THE VETERANS ADVISORY COMMITTEE.

WHEREAS, on November 7, 2007, the City Council approved Resolution 07-123, establishing the City of Bonita Springs Veterans Advisory Committee with seven members, and subsequently amended the composition to nine members on May 18, 2022, through Resolution 22-41; and

WHEREAS, vacancies currently exist on the Veterans Advisory Committee; and

WHEREAS, a qualified veteran and resident, Ray Sandelli, has submitted an application to serve on the Veterans Advisory Committee; and

WHEREAS, Council Member Nigel P. Fullick, City Council's liaison to the Veterans Advisory Committee, has recommended the appointment of Ray Sandelli.

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

Section One: Ray Sandelli is hereby appointed to the Veterans Advisory Committee, to a Veteran Member at-Large seat, for a term from the date of appointment to dissolution.

Section Two: This Resolution shall become effective immediately upon its adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 7th day of May, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

Received

APR 28 2025

(PLEASE TYPE OR PRINT)

Office of the City Clerk
City of Bonita Springs, FL

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED.

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

City Council District # _____

DATE: _____

Please Complete All Sections		
NAME:	SANDS L Li	Raymond F.
	Last	First Middle Initial
RESIDENCE ADDRESS:		
28580 ALTESSA WAY #202	BONITA SPRINGS	34135
Street	City	Zip Code
BUSINESS ADDRESS:	N/A (RETIRED)	
Street	City	Zip Code
MAILING ADDRESS:	SAME AS RESIDENCE	
Street	City	Zip Code
PHONE NO.	CELL PHONE # (813) 545-7441	
	Home	Business
E-MAIL ADDRESS:	RAY.SANDELLI @ GMAIL.COM	
FAX:		

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

CITY OF BONITA SPRINGS VETERANS ADVISORY COMMITTEE

NAME OF ADVISORY COMMITTEES

OCCUPATION:

RETIRE

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Lee County/Commissioner, Airport Special Management Committee
Horizon Council

Do you reside in Bonita Springs?

☒ Yes
☐ No

RESEARCH

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

My qualifications to be eligible are as follows:

1. NINE YEAR NAVY VETERAN, = F100E and AVIATOR
2. SERVICE ACADEMY/ SELECTION TEAM (CONGRESSIONAL APPOINTMENT)

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

NONE

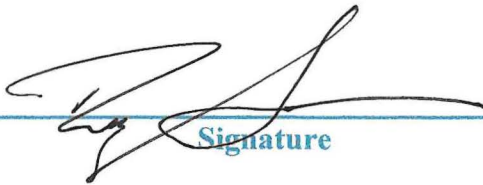
If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

NONE

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

I understand that:

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


Signature

4/24/2025

Date

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

CLERK@CITYOFBONITASPRINGS.ORG

City of Bonita Springs
City Clerk's Office
9101 Bonita Beach Road
Bonita Springs, FL 34135

Mr. Sandelli was born, raised, and educated in New Jersey graduating from Monmouth University.

He then served eight years of military service as a naval officer and aviator. While deployed aboard the USS Independence (CV-62), he completed two operational tours to the Mediterranean Sea participating in Sixth Fleet operations during the 1973 Middle East War and the 1974 Cyprus conflict. Ray then reported to VT-86, at the Naval Air Station in Pensacola, Florida as an Advance Training Command Instructor. His final tour was as a member of the Navy's Flight Demonstration Squadron, better known as the Blue Angels.

Following his military service Ray joined CBRE, the world's largest commercial services firm. Mr. Sandelli held sales and management positions with the firm in Seattle, Cincinnati, and in 1995 he became the Senior Managing Director of the CBRE Tampa office. In 2000 he assumed responsibility for all operations in the firm's Florida Region. He semi-retired to Southwest Florida in 2012 and serves in an advisory capacity to CRE Consultants.

In August 2019, Ray Sandelli was appointed by Governor Ron DeSantis to the Lee Board of County Commissioners, District 3, a seat vacated by the late Larry Kiker. In addition to his role as a Commissioner, he sat on the boards of the Port Authority, The Metropolitan Planning Organization, the Horizon Council, and is involved in various civic and charitable organizations.

In November 2020, Ray ran for and was elected to serve on the Lee Board of County Commissioners for a full four year term. His District was comprised of unincorporated Lee County, the Village of Estero, Town of Fort Myers Beach and the City of Bonita Springs. In 2021, He served as Board Vice Chairman in 2021.

Mr. Sandelli retired in November 2024 at the end of his term as a County Commissioner. Following he was appointed to the Airport Special Management Committee and an At-Large Member of the Horizon Council.

Ray has been married to his wife Jan for 42 years and are the proud parents of three grown children.

ITEM TITLE: Discussion of Post Hurricane Milton Spot Dredging of Spring Creek, and direction to staff.

REQUESTOR: Jamie Bogacz, Council Member and Matt Feeney, Assistant City Manager

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

In 2019, the City spot dredged Spring Creek in multiple locations from its entrance in Estero Bay easterly to Cedar Creek. The permitting process for this project was extensive and time consuming as most of the project footprint lies within the Estero Bay Aquatic Preserve which has stringent regulations regarding dredging, as such the dredge depth was only to -3.5 NAVD as opposed to a typical dredge depth of -5.5 NAVD in our region.

In early February 2025, City staff and I received numerous complaints regarding shoaling at the entrance to Spring Creek. In response, the City commissioned a post-hurricane elevation survey to assess the extent of sediment accumulation following Hurricanes Debbie, Milton, and Helene. The survey results indicated that approximately 500 cubic yards of material had been deposited in the permitted channel template at the mouth of Spring Creek.

The City has solicited a proposal, via a pre-existing City Engineering Continuing Services Contract, to obtain the required emergency dredging permits, final design, construction support, and a post-construction survey from Coastal Engineering, the project's original designer, to remove the shoaling.

Coastal Engineering has submitted a Scope and Task Authorization (STA) in the amount of \$32,790.00 for the above services. Additionally, they have provided an estimate of probable construction costs for the dredging work totaling approximately \$130,000.00, bringing the overall projected cost to \$162,790.00.

I would like discuss with Council providing funding from the General Fund Operating Contingency. Should Council direct staff to proceed, a resolution for budget amendment would be provided at a future City Council Meeting.

STAFF RECOMMENDATION:

Staff recommends City Council's approval of the Scope and Task Authorization from Coastal Engineering in the amount of \$32,790.00, and authorization to proceed with bidding the dredging project.

ATTACHMENTS:

1. 25123 Spring Creek Spot Dredge STA 9 20250411.doc
2. 25123 Spring Creek_Post-Milton-Dwgs-r.pdf

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Dept. Director:	Matt Feeney

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

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 9

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

MISC. CONTRACT: Misc. Outdoor Recreation Facility Design & Eng Services / SOLICITATION NUMBER: CN-21-20

PROJECT NAME: Spring Creek Post Milton Spot Dredge / CONTRACT NUMBER: BSC-22-03-053

CONSULTANT: Coastal Engineering Consultants, Inc / ACCOUNT NUMBER:

REQUESTED BY: Joel Langaney Project Manager / DATE OF REQUEST: April 8, 2025

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

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: April 11, 2025
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: April 11, 2025
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: April 11, 2025
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: April 11, 2025
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: April 11, 2025

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

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

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

This space intentionally left blank

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

ACCEPTED:	ATTEST:	CITY APPROVAL:
_____ Consultant Signature	_____ City Clerk	_____ City Manager (Under \$50,000)
_____ Michael T. Poff, P.E Print Name	_____ Date	_____ Date Approved
_____ 28421 Bonita Crossings Blvd Address	_____ Approved By:	_____ Approved By:
_____ Bonita Springs, FL 34135 Address	_____ City Attorney's Office	_____ Mayor, City Council for Bonita Springs
_____ April 11, 2025 Date Accepted	_____ Date Approved	_____ Date Approved
_____ Corporate Seal		

Exhibit A

Scope of Professional Services Spring Creek Post Milton Spot Dredge

Date: April 8, 2025

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 9

Section 1 Changes to Professional Services

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

Section 2 Tasks

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

GENERAL SCOPE STATEMENT:

Assist the City of Bonita Springs (CITY) perform a spot dredge of the Spring Creek channel to address Hurricane Milton impacts. Scope, budget and schedule are based on spot dredging from Stations 42+00 to 62+00 and assumes the County ROW at the base of the New Pass Bridge will be used as the temporary offload site.

SCOPE OF SERVICES:

Task 1 Permitting

Prepare and submit the USACE Emergency Permit Request. Assist the City in preparing and responding to the Requests for Additional Information to answer questions and address concerns. At the time of preparing this scope of work, the deadline for submitting an Emergency Permit Request is April 14, 2025.

Task 2 Final Design and Bid Phase Services

Prepare and submit to City draft construction plans to show general scope, character, and extent of the work to be furnished and performed by Contractor. Plans shall include horizontal and vertical control, survey baseline, staging area, access corridor, dredging plan with table identifying dredge volume, disposal details, construction details, and environmental protection measures. Prepare for incorporation into City's Bid Documents draft construction specifications including description of work, special terms and conditions, quantity estimates, bid schedules, and technical specifications describing the general scope, character and extent of work to be furnished and performed. Develop draft of Final Opinion of Probable Construction Cost (FOPCC). Construction costs shall be broken down by mobilization and demobilization, offload and disposal site preparation and restoration, dredging, trucking, and environmental protection. Conduct one meeting with City to obtain their input and complete one round of edits on the draft deliverables. Based on review, prepare and submit to City one reproducible engineering scaled set of final drawings, one reproducible set of technical specifications and special conditions, and FOPCC along with electronic copies.

Assist City conduct one-time solicitation of bid process. Attend pre-bid meeting. Assist City prepare addenda. Consult with City as to acceptability of received bids. Assist City in evaluating bids and make a recommendation of award. Evaluate opportunities with City and Contractor to provide cost savings. Assist the City negotiate the terms and conditions of the construction contract with Contractor. Assist the City issue Notice of Award/Notice to Proceed.

TASK 3 Construction Phase Services

Attend pre-construction and monthly construction meetings with City and Contractor covering work progress and schedule, conformance to plans and specifications, and other relevant issues to be addressed. Prepare and submit construction commencement notices to agencies. Consult with City and Contractor as reasonably required and necessary with regard to construction, assist City issue interpretations and clarifications during construction, and prepare work change orders as directed by City. Make site visits at intervals appropriate to various stages of construction as deemed necessary in order to observe, as an experienced and qualified design professional, progress and quality of Contractor's work. Based on

information obtained during such visits and on such observations, endeavor to determine in general if such work is proceeding in accordance with Contract Documents and keep City informed of work progress. Determine amounts owed to Contractor, and recommend, in writing, payments in such amounts. Such recommendations of payment will constitute a representation to City, based on such observations and review, that work has progressed to point indicated, and that, to best of our knowledge, information, and belief, quality of such work is generally in accordance with Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to results of any subsequent tests called for in Contract Documents and to other qualifications stated in recommendation). Upon receiving written notice from City that Project is substantially complete, conduct one-time comprehensive review, prepare punch list of items needing completion or correction, forward said list to City and Contractor, and provide written recommendations to City concerning acceptability of work done and use of Project. Upon receiving written notice from City that Project is finally complete, perform final site observations in conjunction with City to verify punch list has been completed and Project is ready for its intended use, and assist City in closing out construction contract. Prepare and submit Agency Final Certifications.

The budget is based on a 45-day construction window. Services beyond 45 days shall be provided as additional services.

TASK 4. Construction Surveys

Conduct detailed bathymetric survey to obtain existing conditions before dredging (BD). Reduce survey data to Project datums. Utilizing surveyed cross sections and authorized channel dredge templates, compute dredge volumes within permitted cut using TIN surface to surface comparison method. Provide plans, cross-sections, and dredge volumes. Conduct construction stake-outs of dredge cuts as follows. Install PVC pipes at approximate 50-ft stations and points of inflection along one side of dredge template, at an offset to be determined in conjunction with Contractor. Budget includes one (1) stake-out. Conduct detailed bathymetric survey of dredge cut to obtain existing conditions after dredging (AD). Survey stations and intervals shall match BD survey. Budget includes one (1) AD survey. Reduce survey data to Project datums. Compute volume removed from permitted cut. Provide plans, cross-sections, and pay volumes. Conduct surveys in accordance with State and Federal standards for topographic and bathymetric surveys. Provide survey data deliverables in XYZ Format. Provide drawing deliverables in PDF format along with CADD files. Provide volume tables in PDF format.

Scope excludes the following:

- USACE Full Permitting
- DEP Exemption or Permitting
- Turbidity Monitoring
- Environmental Compliance Officer

Exhibit B

Compensation and Method of Payment
Spring Creek Post Milton Spot Dredge

Date: April 8, 2025

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 9

Section 1 Change(s) in Compensation

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Permitting	\$1,500.00	LS	WIPP
2	Final Design and Bid Phase Services	\$5,240.00	LS	WIPP
3	Construction Phase Services	\$11,130.00	LS	WIPP
4	Construction Surveys	\$14,920.00	LS	WIPP
TOTAL		\$32,790.00		

Compensation and Method of Payment – Page 2
Spring Creek Post Milton Spot Dredge

Section 2 Summary of Change(s) in Compensation

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

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
STA 1	Bonita Trail Bridge Design Update & Permit Resubmittal	\$0.00	\$5,000.00	\$0.00	\$5,000.00
STA 2	Post Ian Bathymetric Surveys	\$0.00	\$26,070.00	\$0.00	\$26,070.00
STA 3	South Bonita Beach Design and Permit Services	\$0.00	\$44,140.00	\$0.00	\$44,140.00
STA 4	South Bonita Beach Bird Monitoring/Parcel Exhibits	\$0.00	\$9,600.00	\$0.00	\$9,600.00
STA 5	South Bonita Beach Bid Phase Services	\$0.00	\$7,920.00	\$0.00	\$7,920.00
STA 6	Bioreactor Pump Intake Survey	\$0.00	\$2,950.00	\$0.00	\$2,950.00
STA 7	South Bonita Beach Construction Phase Services	\$0.00	\$116,090.00	\$0.00	\$116,090.00
STA 8	Spring Creek Post Milton Survey	\$0.00	\$8,690.00	\$0.00	\$8,690.00
STA 9	Spring Creek Spot Dredge	\$0.00	\$0.00	\$32,790.00	\$32,790.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
TOTAL		\$ 0.00	\$220,460.00	\$32,790.00	\$253,250.00

Exhibit C

Time and Schedule of Performance
Spring Creek Post Milton Spot Dredge

Date: April 8, 2025

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 9

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

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

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	Permitting	120	120
2	Final Design and Bid Phase	120	240
3	Construction Phase	60	300
4	Construction Surveys	90	390

Time and Schedule of Performance – Page 2
Spring Creek Post Milton Spot Dredge

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

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

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

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Spring Creek Post Milton Spot Dredge

Date: April 8, 2025

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 9

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
NONE		

EXHIBIT E

Project Guidelines and Criteria
Spring Creek Post Milton Spot Dredge

Date: April 8, 2025

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 9

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

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

Item No. 1

NONE

EXHIBIT F

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Vendor Covered Transactions

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

VENDOR:

Coastal Engineering Consultants, Inc.

Company Name

092240449

DUNS Number

Signature

April 11, 2025

Date

Michael T. Poff

Print Name

28421 Bonita Crossings Blvd

Street Address

Bonita Springs

City

FL

State

34135

Zip Code

For City of Bonita Springs use only

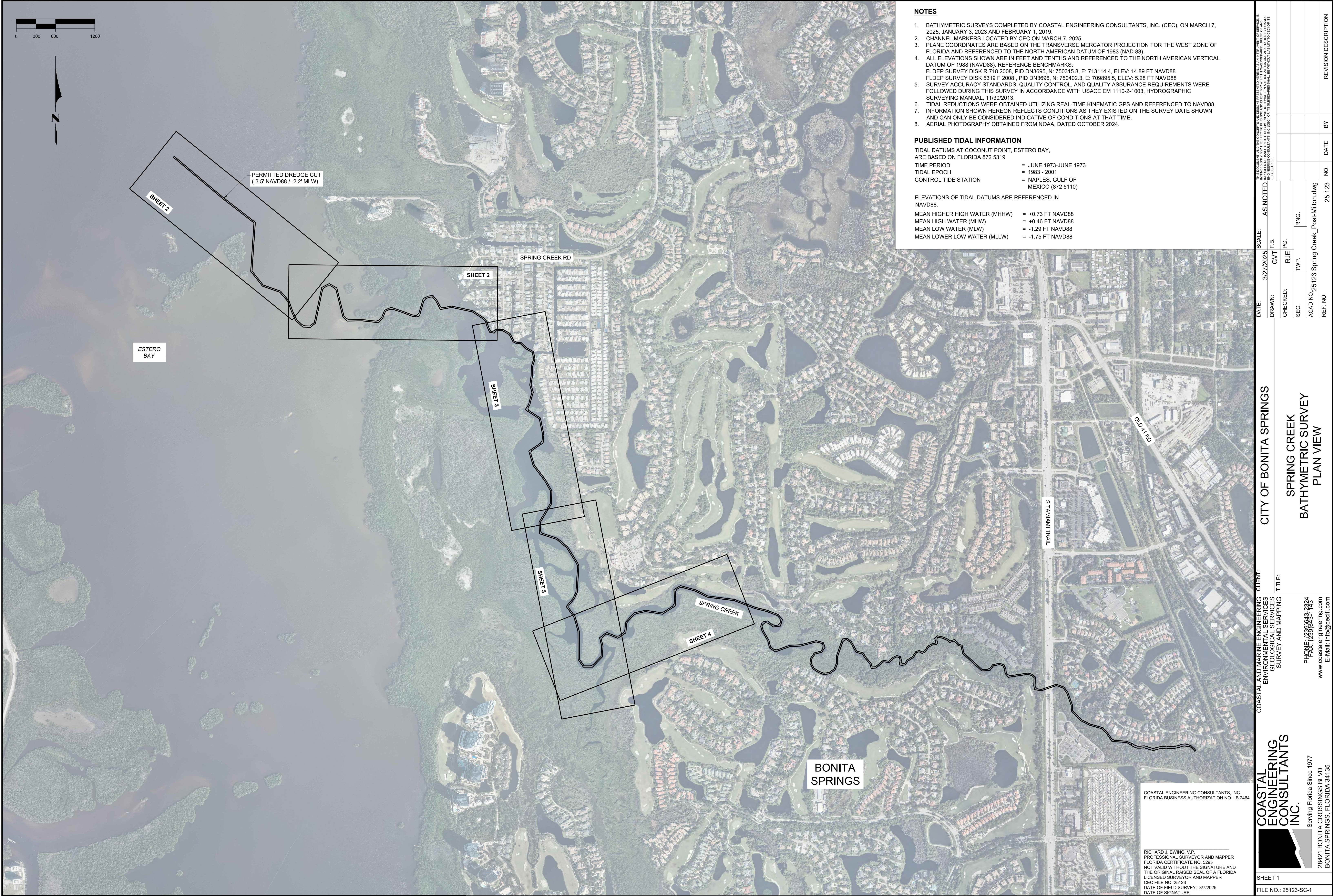
To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name

Date



NOTES

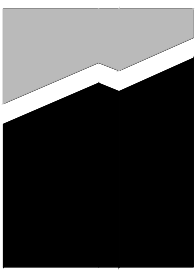
1. BATHYMETRIC SURVEYS COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC. (CEC), ON MARCH 7, 2025, JANUARY 3, 2023 AND FEBRUARY 1, 2019.
2. CHANNEL MARKERS LOCATED BY CEC ON MARCH 7, 2025.
3. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
4. ALL ELEVATIONS SHOWN ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), REFERENCE BENCHMARKS:
FLDEP SURVEY DISK R 718 2008, PID DN3695, N: 750315.8, E: 713114.4, ELEV: 14.89 FT NAVD88
FLDEP SURVEY DISK 5319 F 2008, PID DN3696, N: 750402.3, E: 709895.5, ELEV: 5.28 FT NAVD88
5. SURVEY ACCURACY STANDARDS, QUALITY CONTROL, AND QUALITY ASSURANCE REQUIREMENTS WERE FOLLOWED DURING THIS SURVEY IN ACCORDANCE WITH USACE EM 1110-2-1003, HYDROGRAPHIC SURVEYING MANUAL, 11/30/2013.
6. TIDAL REDUCTIONS WERE OBTAINED UTILIZING REAL-TIME KINEMATIC GPS AND REFERENCED TO NAVD88.
7. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
8. AERIAL PHOTOGRAPHY OBTAINED FROM NOAA, DATED OCTOBER 2024.

PUBLISHED TIDAL INFORMATION

TIDAL DATUMS AT COCONUT POINT, ESTERO BAY,
ARE BASED ON FLORIDA 872 5319
TIME PERIOD = JUNE 1973-JUNE 1973
TIDAL EPOCH = 1983 - 2001
CONTROL TIDE STATION = NAPLES, GULF OF MEXICO (872 5110)

ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN NAVD88.
MEAN HIGHER HIGH WATER (MHHW) = +0.73 FT NAVD88
MEAN HIGH WATER (MHW) = +0.46 FT NAVD88
MEAN LOW WATER (MLW) = -1.29 FT NAVD88
MEAN LOWER LOW WATER (MLLW) = -1.75 FT NAVD88

COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING	CLIENT: CITY OF BONITA SPRINGS		DATE: 3/27/2025		SCALE: AS NOTED	
	TITLE: SPRING CREEK BATHYMETRIC SURVEY PLAN VIEW		DRAWN: GVT		F.B.	
	PHONE: (239) 883-1234		CHECKED: RJE		PG.	
	FAX: (239) 883-1234		SEC. TWP.		RNG.	
COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	DATE OF FIELD SURVEY: 3/7/2025		ACAD NO 25123 Spring Creek_Post-Millon.dwg		REF. NO.	
	DATE OF SIGNATURE:		25.123		NO.	
	RICHARD J. EWING, V.P. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 5295 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER CEC FILE NO. 25123		BY		DATE	
	SHEET 1		FILE NO.: 25123-SC-1		REVISION DESCRIPTION	



**COASTAL
ENGINEERING
CONSULTANTS**
INC.

Serving Florida Since 1977

BONITA SPRINGS, FLORIDA 34135

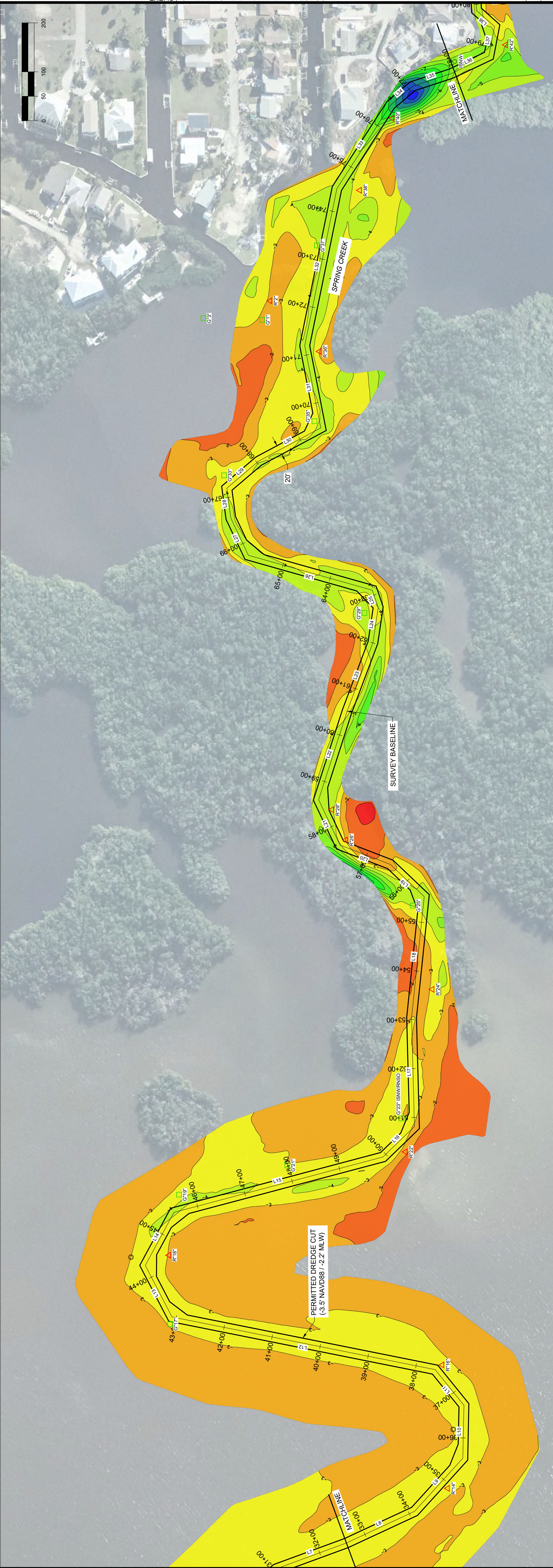
28421 BONITA CROSSINGS BLVD

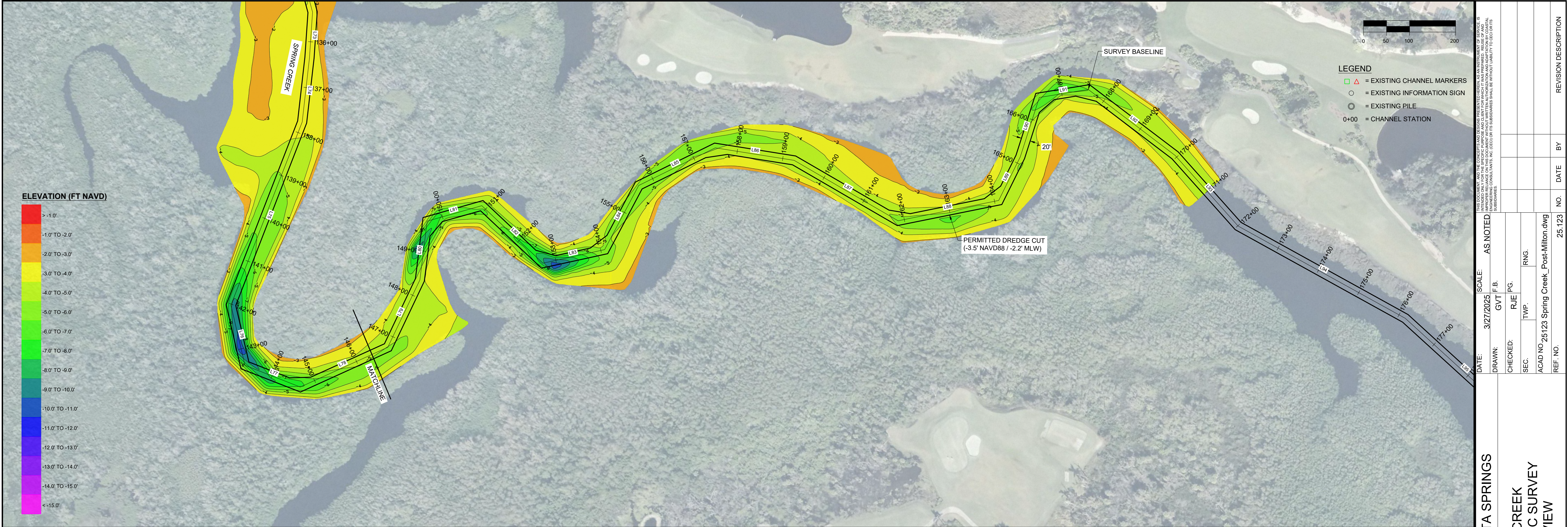
COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@ceciil.com

CLIENT: CITY OF BONITA SPRINGS
TITLE: SPRING CREEK
BATHYMETRIC SURVEY
PLAN VIEW

DATE:	3/27/2025	DRAWN:	GVT	CHECKED:	RJE	SEC.	ACAD NO	REF. NO.
SCALE:		F.B.		PG.		TWP.	25123 Spring Creek, Post-Million.dwg	25.123
NO. 25.123								
REVISION DESCRIPTION								



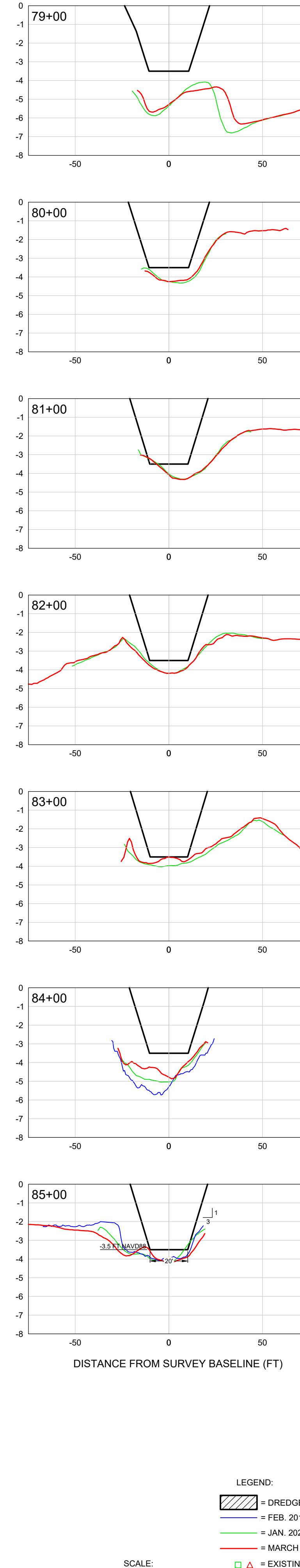
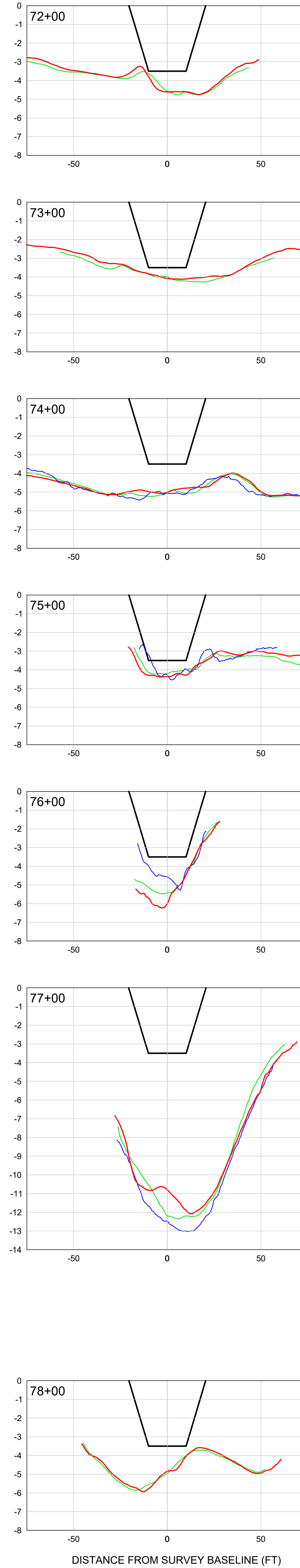
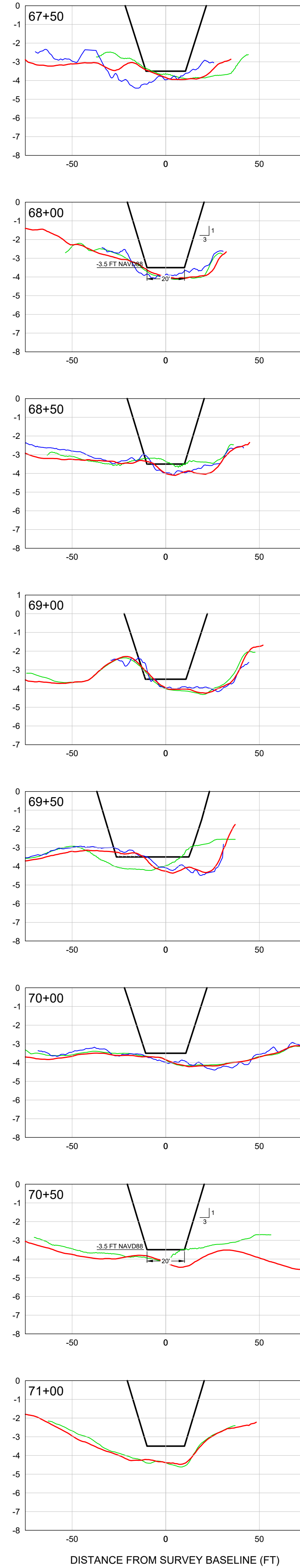
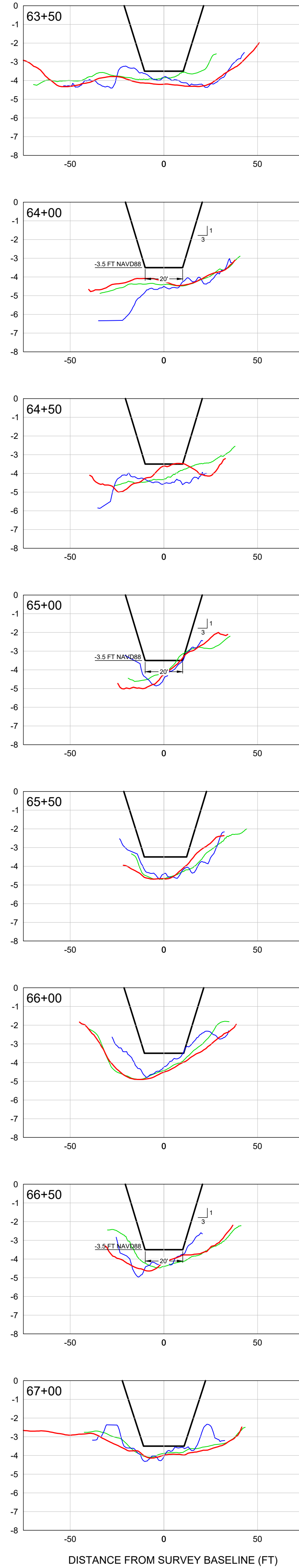
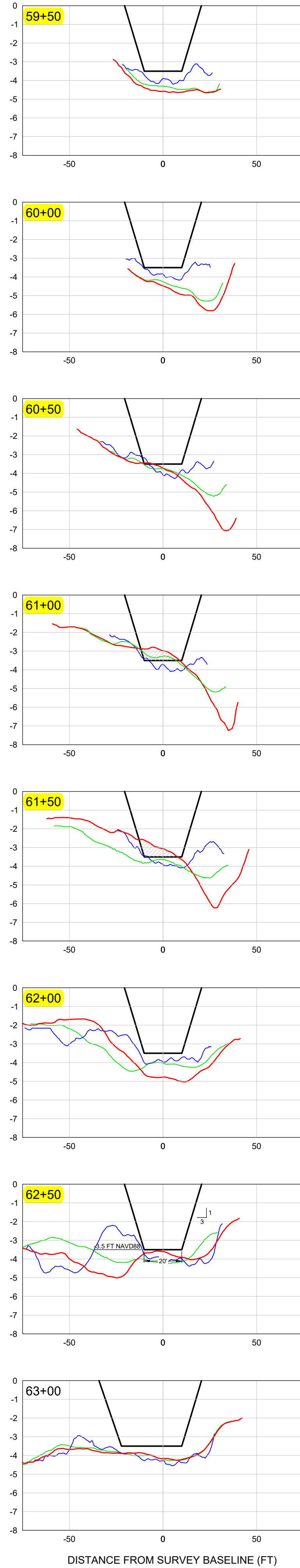
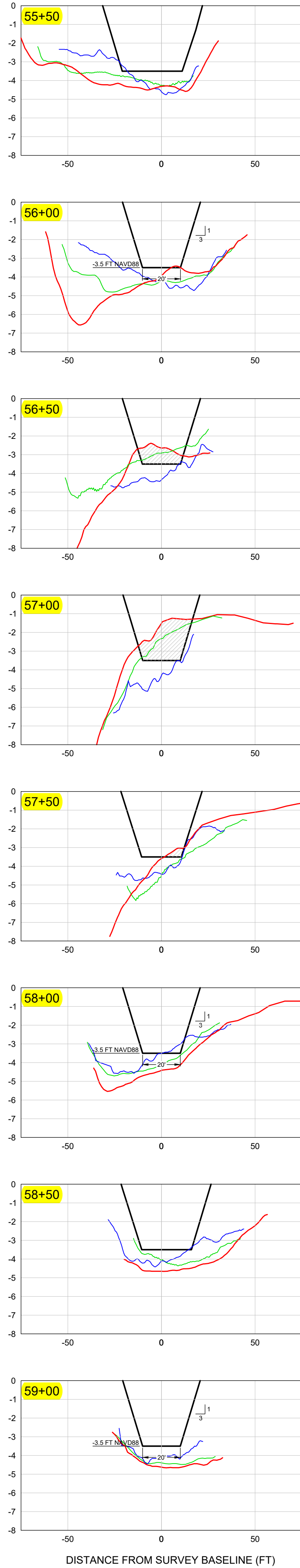
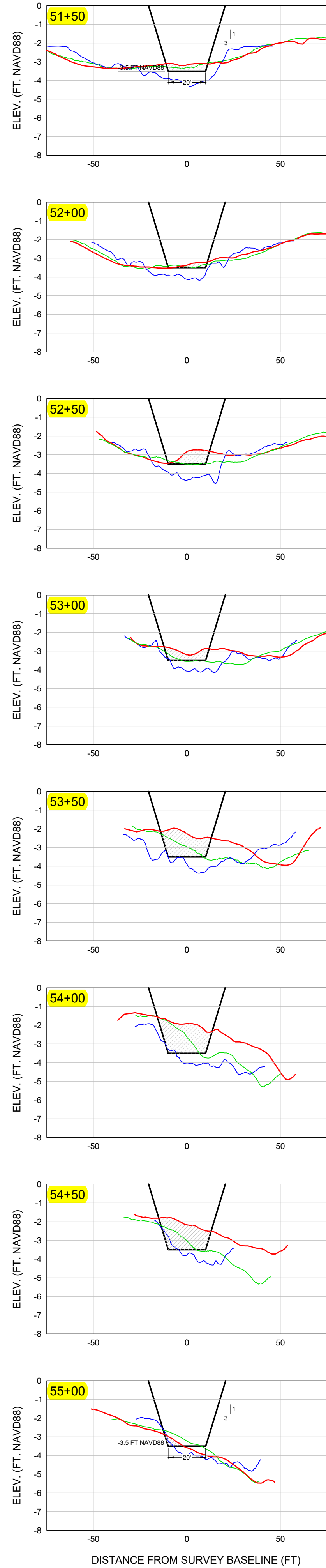


SURVEY BASELINE LINE TABLE				
LINE #	LENGTH	DIRECTION	START POINT	END POINT
L1	972.91	S49° 57' 18"E	(705693.57,746563.37)	(706438.37,745937.41)
L2	625.54	S52° 12' 13"E	(706438.37,745937.41)	(706932.67,745554.04)
L3	745.38	S03° 51' 23"W	(706932.67,745554.04)	(706882.54,744810.35)
L4	281.87	S38° 21' 11"E	(706882.54,744810.35)	(707057.44,744589.31)
L5	284.05	S70° 37' 34"E	(707057.44,744589.31)	(707325.41,744495.08)
L6	195.32	S40° 24' 55"E	(707325.41,744495.08)	(707452.04,744346.37)
L7	153.22	S19° 39' 07"E	(707452.04,744346.37)	(707503.57,744202.07)
L8	153.54	S24° 21' 24"E	(707503.57,744202.07)	(707566.89,744062.20)
L9	146.65	S47° 15' 17"E	(707566.89,744062.20)	(707674.59,743962.66)
L10	108.24	S88° 17' 05"E	(707674.59,743962.66)	(707782.78,743959.42)
L11	93.66	N51° 35' 53"E	(707782.78,743959.42)	(707856.18,744017.60)
L12	548.09	N11° 51' 46"E	(707856.18,744017.60)	(707968.85,744553.08)
L13	118.59	N63° 05' 40"E	(707968.85,744553.08)	(708074.60,744607.64)
L14	123.11	S61° 04' 17"E	(708074.60,744607.64)	(708182.35,744548.09)
L15	441.99	S14° 19' 26"E	(708182.35,744548.09)	(708291.70,744119.84)
L16	89.28	S43° 28' 30"E	(708291.70,744119.84)	(708353.13,744055.05)
L17	222.59	N89° 00' 38"E	(708353.13,744055.05)	(708575.69,744058.89)
L18	248.90	S83° 30' 01"E	(708575.69,744058.89)	(708822.99,744030.72)
L19	95.38	N44° 03' 43"E	(708822.99,744030.72)	(708889.32,744099.26)
L20	110.18	N21° 33' 01"E	(708889.32,744099.26)	(708929.79,744201.74)
L21	102.33	N65° 18' 28"E	(708929.79,744201.74)	(709022.76,744244.49)
L22	190.06	S71° 36' 44"E	(709022.76,744244.49)	(709203.15,744184.64)
L23	150.04	S68° 50' 51"E	(709203.15,744184.64)	(709343.08,744130.49)
L24	72.34	S80° 56' 15"E	(709343.08,744130.49)	(709414.52,744119.10)
L25	37.22	N71° 45' 31"E	(709414.52,744119.10)	(709449.87,744130.75)
L26	263.00	N16° 18' 08"E	(709449.87,744130.75)	(709523.70,744383.18)
L27	84.32	N65° 13' 19"E	(709523.70,744383.18)	(709600.26,744418.52)
L28	61.26	N82° 59' 11"E	(709600.26,744418.52)	(709681.06,744426.00)
L29	85.56	S39° 52' 27"E	(709681.06,744426.00)	(709715.91,744360.34)
L30	143.76	S27° 38' 56"E	(709715.91,744360.34)	(709782.62,744233.00)
L31	171.22	N79° 30' 28"E	(709782.62,744233.00)	(709950.98,744264.18)
L32	327.65	S77° 52' 37"E	(709950.98,744264.18)	(710271.32,744195.37)
L33	202.45	S56° 45' 49"E	(710271.32,744195.37)	(710440.65,744084.41)
L34	59.60	S39° 54' 54"E	(710440.65,744084.41)	(710478.89,744038.70)
L35	83.37	S17° 39' 09"E	(710478.89,744038.70)	(710504.17,743959.26)
L36	84.74	S24° 44' 18"E	(710504.17,743959.26)	(710539.63,743882.30)
L37	60.82	S78° 33' 12"E	(710539.63,743882.30)	(710599.24,743870.23)
L38	49.31	N42° 19' 14"E	(710599.24,743870.23)	(710632.44,743906.69)

SURVEY BASELINE LINE TABLE				
LINE #	LENGTH	DIRECTION	START POINT	END POINT
L39	98.60	N88° 34' 55"E	(710632.44,743906.69)	(710731.01,743909.13)
L40	123.76	S59° 54' 17"E	(710731.01,743909.13)	(710838.09,743847.07)
L41	128.63	S28° 26' 31"E	(710838.09,743847.07)	(710899.35,743733.97)
L42	99.52	S63° 11' 53"E	(710899.35,743733.97)	(710952.48,743707.13)
L43	54.41	N86° 52' 53"E	(710952.48,743707.13)	(711006.81,743710.09)
L44	113.77	S45° 55' 20"E	(711006.81,743710.09)	(711088.54,743630.95)
L45	123.13	S60° 27' 38"E	(711088.54,743630.95)	(711195.66,743570.24)
L46	108.80	S11° 38' 08"E	(711195.66,743570.24)	(711217.61,743463.68)
L47	114.31	S17° 21' 29"W	(711217.61,743463.68)	(711183.50,743354.58)
L48	151.20	S02° 00' 20"W	(711183.50,743354.58)	(711178.21,743203.47)
L49	140.24	S08° 19' 59"W	(711178.21,743203.47)	(711157.89,743064.71)
L50	117.17	S16° 49' 15"E	(711157.89,743064.71)	(711191.80,742952.55)
L51	95.73	S16° 58' 37"W	(711191.80,742952.55)	(711163.84,742860.99)
L52	101.17	S13° 55' 31"W	(711163.84,742860.99)	(711139.50,742762.80)
L53	87.27	S32° 58' 54"W	(711139.50,742762.80)	(711091.99,742689.59)
L54	250.95	S56° 50' 01"E	(711091.99,742689.59)	(711302.06,742552.30)
L55	233.16	S11° 49' 48"E	(711302.06,742552.30)	(711349.86,742324.10)
L56	31.22	S08° 50' 36"E	(711349.86,742324.10)	(711354.66,742293.25)
L57	112.34	S06° 31' 51"W	(711354.66,742293.25)	(711341.88,742181.64)
L58	238.57	S56° 01' 03"W	(711341.88,742181.64)	(711144.06,742048.29)
L59	220.51	S69° 04' 54"E	(711144.06,742048.29)	(711207.02,741835.39)
L60	283.32	S37° 16' 37"E	(711207.02,741835.39)	(711378.62,741609.95)
L61	195.26	S29° 54' 19"E	(711378.62,741609.95)	(711475.97,741440.69)
L62	193.62	S00° 58' 57"W	(711475.97,741440.69)	(711472.65,741247.10)
L63	335.77	S31° 06' 18"W	(711472.65,741247.10)	(711299.19,740959.61)
L64	167.29	S02° 11' 58"E	(711299.19,740959.61)	(711305.61,740792.44)
L65	273.57	S71° 51' 30"E	(711305.61,740792.44)	(711565.58,740707.26)
L66	202.54	S49° 52' 29"E	(711565.58,740707.26)	(711720.45,740576.73)
L67	285.77	S32° 01' 40"E	(711720.45,740576.73)	(711872.00,740334.46)
L68	48.93	S22° 20' 18"E	(711872.00,740334.46)	(711890.60,740289.20)
L69	400.41	S03° 33' 17"W	(711890.60,740289.20)	(711865.77,739889.56)
L70	104.84	S24° 04' 48"W	(711865.77,739889.56)	(711822.99,739793.84)
L71	163.20	S39° 38' 54"W	(711822.99,739793.84)	(711718.86,739668.18)
L72	167.40	S36° 22' 34"E	(711718.86,739668.18)	(711830.00,739517.30)
L73	99.28	S17° 40' 11"E	(711830.00,739517.30)	(711860.14,739422.70)
L74	140.58	S15° 00' 25"E	(711860.14,739422.70)	(711896.54,739286.91)
L75	427.05	S00° 16' 11"E	(711896.54,739286.91)	(711898.55,738859.89)
L76	134.38	S34° 34' 50"E	(711898.55,738859.89)	(711974.82,738749.22)

SURVEY BASELINE LINE TABLE				
LINE #	LENGTH	DIRECTION	START POINT	END POINT
L77	129.17	N89° 51' 13"E	(711974.82,738749.22)	(712103.99,738749.55)
L78	208.89	N44° 03' 05"E	(712103.99,738749.55)	(712249.23,738699.68)
L79	162.02	N03° 55' 30"E	(712249.23,738699.68)	(712260.32,739061.32)
L80	128.78	N14° 25' 13"W	(712260.32,739061.32)	(712228.25,739186.04)
L81	123.29	N52° 38' 12"E	(712228.25,739186.04)	(712326.24,739206.86)
L82	182.29	S68° 11' 55"E	(712326.24,739206.86)	(712495.49,739193.16)
L83	137.37	N56° 06' 10"E	(712495.49,739193.16)	(712609.51,739269.77)
L84	157.79	N06° 29' 04"E	(712609.51,739269.77)	(712627.33,739426.55)
L85	185.39	N42° 16' 26"E	(712627.33,739426.55)	(712752.04,739563.73)
L86	173.34	N77° 31' 58"E	(712752.04,739563.73)	(712921.29,739601.15)
L87	261.29	S81° 22' 18"E	(712921.29,739601.15)	(713179.62,739561.95)
L88	222.87	N57° 04' 20"E	(713179.62,739561.95)	(713366.69,739683.10)
L89	105.49	N04° 50' 43"E	(713366.69,739683.10)	(713375.60,739788.21)
L90	135.70	N03° 45' 53"W	(713375.60,739788.21)	(71139.50,742762.80)
L91	107.85	N59° 11' 51"E	(713366.69,739923.62)	(713459.33,739978.85)
L92	236.90	S74° 17' 28"E	(713459.33,739978.85)	(713687.38,739914.71)
L93	205.56	S63° 12' 47"E	(713687.38,739914.71)	(713870.88,739822.07)
L94	415.01	S82° 36' 00"E	(713870.88,739822.07)	(714282.43,739768.62)
L95	339.40	S69° 08' 29"E	(714282.43,739768.62)	(714599.59,739647.77)
L96	181.73	S76° 06' 30"E	(714599.59,739647.77)	(714776.00,739604.14)
L97	183.03	S69° 04' 54"E	(714776.00,739604.14)	(714946.97,739538.79)
L98	93.52	S40° 21' 51"E	(714946.97,739538.79)	(715007.54,739467.53)
L99	93.00	S16° 41' 49"W	(715007.54,739467.53)	(714980.82,739378.45)
L100	102.32	S83° 00' 05"E	(714980.82,739378.45)	(714879.26,739365.98)
L101	115.47	N51° 53' 37"W	(714879.26,739365.98)	(714788.40,739437.24)
L102	73.04	S77° 19' 20"W	(714788.40,739437.24)	(714717.14,739421.21)
L103	60.90	S20° 33' 14"W	(714717.14,739421.21)	(714695.76,739364.19)
L104	68.76	S16° 33' 40"E	(714695.76,739364.19)	(714715.36,739298.28)
L105	174.80	S29° 57' 43"E	(714715.36,739298.28)	(714802.66,739146.84)
L106	110.19	S14° 02' 01"E	(714802.66,739146.84)	(714829.38,739039.94)
L107	98.82	S56° 01' 20"E	(714829.38,739039.94)	(714911.33,738984.71)
L108	235.02	N70° 03' 08"E	(714911.33,738984.71)	(715132.25,739064.89)
L109	165.84	N87° 32' 22"E	(715132.25,739064.89)	(715297.94,739072.01)
L110	243.76	N74° 44' 39"E	(715297.94,739072.01)	(715533.11,739136.15)
L111	110.73	S75° 30' 06"E	(715533.11,739136.15)	(714715.36,739298.28)
L112	68.82	S21° 15' 20"E	(715636.44,739109.43)	(715661.39,739045.29)
L113	81.04	S33° 20' 28"W	(715661.39,739045.29)	(715616.85,738977.59)
L114	107.20	S74° 34' 36"W	(715616.85,738977.59)	(715513.51,738949.08)

SURVEY BASELINE LINE TABLE				
LINE #	LENGTH	DIRECTION	START POINT	END POINT
L115	89.46	S35° 16' 16"W	(715513.51,738949.08)	(715461.85,738876.04)
L116	75.86	S09° 27' 40"W	(715461.85,738876.04)	(715449.38,738801.21)
L117	95.69	S28° 57' 06"E	(715449.38,738801.21)	(715495.70,738717.48)
L118	99.34	S57° 26' 51"E	(715495.70,738717.48)	(715579.43,738664.03)
L119	76.12	S69° 26' 29"E	(715579.43,738664.03)	(715650.70,738637.30)
L120	82.43	N83° 47' 42"E	(715650.70,738637.30)	(715732.65,738646.21)
L121	101.30	N55° 45' 00"E	(715732.65,738646.21)	(715816.38,738703.22)
L122	105.88	N21° 57' 44"E	(715816.38,738703.22)	(715855.98,738801.42)
L123	104.90	N00° 13' 07"W	(715855.98,738801.42)	(715855.58,738906.32)
L124	271.58	N19° 08' 53"E	(715855.58,738906.32)	(715944.66,739162.87)
L125	61.22	N81° 37' 54"E	(715944.66,739162.87)	(716005.23,739171.78)
L126	75.19	S53° 40' 33"E	(716005.23,739171.78)	(716065.81,739127.24)
L127	174.79	S29° 57' 49"E	(716065.81,739127.24)	(716153.11,738975.81)
L128	97.95	S76° 00' 58"E	(716153.11,738975.81)	(716248.16,738952.14)
L129	89.11	S32° 43' 50"E	(716248.16,738952.14)	(716296.34,738877.18)
L130	108.17	S40° 59' 21"E	(716296.34,738877.18)	(716367.29,738795.53)
L131	66.93	S16° 15' 38"E	(716367.29,738795.53)	(716386.03,738731.28)
L132	60.36	N86° 10' 53"E	(716386.03,738731.28)	(716446.26,738735.30)
L133	155.11	N50° 57' 19"E	(716446.26,738735.30)	(716566.73,738833.01)
L134	88.02	S81° 15' 25"E	(716566.73,738833.01)	(716653.73,738619.63)
L135	87.08	N45° 00' 17"E	(716653.73,738619.63)	(716715.31,738881.20)
L136	62.27	N64° 32' 16"E	(716715.31,738881.20)	(716771.53,738907.97)
L137	47.44	S73° 36' 18"E	(716771.53,738907.97)	(716817.49,738894.58)
L138	41.11	S17° 26' 13"E	(716817.49,738894.58)	(716831.76,738894.58)
L139	66.45	S09° 16' 31"W	(716831.76,738847.73)	(716821.05,738782.15)
L140	32.38	S82° 52' 06"E	(716821.05,738782.15)	(716853.18,738778.13)
L141	44.67	N81° 23' 15"E	(716853.18,738778.13)	(716893.35,738784.82)
L142	65.71	N33° 21' 58"E	(716893.35,738784.82)	(716939.49,738839.70)
L143	100.61	N56° 55' 41"E	(716939.49,738839.70)	(717017.82,738894.58)
L144	88.88	N33° 54' 53"E	(717017.82,738894.58)	(717067.97,738969.17)
L145	47.68	N69° 03' 36"E	(717067.97,738969.17)	(717112.50,738986.21)
L146	53.00	S62° 07' 29"E	(717112.50,738986.21)	(717159.35,738961.43)
L147	30.00	N67° 59' 37"E	(717159.35,738961.43)	(717188.00,739011.47)
L148	56.78	N41° 24' 05"E	(717188.00,739011.47)	(717225.55,739044.47)
L149	49.33	N31° 37' 52"E	(717225.55,739044.47)	(717251.42,739056.47)
L150	51.95	N65° 05' 33"E	(717251.42,739056.47)	(717298.54,739073.35)
L151	19.52	N84° 23' 06"E	(717298.54,739073.35)	(717350.17,739089.89)
L152	36.14	N86° 11' 32"E	(717350.17,739089.89)	(717350.17,739092.29)



ITEM TITLE: Discussion of additional regulations for electric bicycles.

REQUESTOR: Council Member Carrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #2 Improve Vehicular and Multimodal Transportation Networks

BACKGROUND:

At the April 2, 2025 City Council meeting, I introduced a proposal to establish Pedal-Only Zones in pedestrian-heavy areas. Council unanimously voted to direct staff to work with the City Attorney to bring back a Pedal-Only Zones presentation and draft ordinance.

I would like to continue the discussion on electric bicycle safety and review with Council actions taken by neighboring jurisdictions.

RECOMMENDATION: Discuss further electric bicycle regulations.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Discussion of a request to provide a statement of the City's intent to manage the Bonita Springs portion of the BERT project property, in satisfaction of Florida Forever application requirements.

REQUESTOR: Council Member Carrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #2 Improve Vehicular and Multimodal Transportation Networks

BACKGROUND:

The Trust for Public Land (TPL) submitted a new project application to the Florida Department of Environmental Protection's Florida Forever Program on April 15, 2025, for the acquisition of railway property for the Bonita Estero Rail Trail project.

Upon review of the application and the Memorandum of Agreement (MOA) entered into by Bonita Springs, Estero, and Collier County in April 2025, the administrator of the Florida Forever program determined that the language in the MOA pertaining to property management isn't adequate for the application. While section 3 of the MOA infers the intent of the three local governments to manage the property, more precise language is required.

Doug Hattaway of the TPL has asked the three local governments to provide a written statement to Florida Forever affirming their intent to manage the property if Florida proceeds with the purchase, in order for the application to move forward to the review committee in June.

Attached is an example of letter from Volusia County using acceptable language for the application.

RECOMMENDATION: Approve a written statement as described and authorize the Mayor to sign.

ATTACHMENTS: Example letter from Volusia County with acceptable language.

REVIEWERS:

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



Resource Stewardship Division

October 12, 2022

Office of Environmental Services
Division of State Lands
Department of Environmental Protection
ATTN: Florida Forever Activity
3900 Commonwealth Blvd Mail Station 140
Tallahassee, FL 32399-3000

RE: Florida Forever Application from Volusia County for Quail Ranch Project
Attachment A: Management Agreement

Dear Sine Murray:

This letter is to express the County of Volusia's Resource Stewardship Division's (RSD) willingness, pending Governing Board approval of an intergovernmental agreement, to manage the approximately 1,399 acres adjacent to the Volusia's Deep Creek Preserve. St. Johns Water Management District owns approximately half of the preserve and RSD is the steward of the entire property. The County of Volusia proposes to manage the Carter parcels in coordination with the Deep Creek Management Plan. This acquisition would increase the protection of our natural resources.

When the County purchases the property, the details of the management arrangement for the County's property and the Florida Department of Environmental Protection property (Quail Ranch) would be included in the intergovernmental agreement, which would require approval by Volusia County Council.

The Florida Department of Environmental Protection has been a wonderful partner in conservation with the County of Volusia, and we look forward to another successful collaboration with them.

If you have any questions, please feel free to contact me at 386-943-7081 ext. 13461

Sincerely,

A handwritten signature in black ink that reads "Danielle Dangleman". The signature is written in a cursive, flowing style.

Danielle Dangleman, Volusia Forever Coordinator

123 W. Indiana Avenue, Room 200
Tel: (386) 943-7081 Fax: (386) 626-6570

ITEM TITLE: Approve settlement agreement with 3HWA Land Holdings LLC, Kevin Stoneburner, and Darlene's Grove LLC, in connection with the Bonita Grande Drive Extension Project.

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

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY: 2) Transportation

BACKGROUND:

Pursuant to the Settlement Agreement entered into between the City and BG Mine, LLC, the City is to take title to a parcel at the terminus of Bonita Grande Drive for utilization as a regional public park. The park will have access to the Bonita Grande project's lakes and potentially to the Kiker Preserve. As part of the Settlement Agreement, the City is working with BG Mine to secure and develop public access to the Lake Park location under our Public Road Access Facilitation Agreement which requires BG Mine to maintain deposits with the City necessary for the City to recover its costs in the acquisition of access rights.

Following the route selection and design of the right-of-way the City proceeded with eminent domain proceeding to the remaining portions of the needed right-of-way. The City has negotiated a settlement in the total amount of \$826,106.00 to be paid from the BG Mine escrow account. Approval of the settlement will authorize the entry of a final judgement in the City's condemnation case with respect to the 3HWA Land Holdings LLC, Kevin Stoneburner, and Darlene's Grove LLC.

Parcel 107 & 109 -\$399,000

Parcel 108A, 108B & 108C - \$426,106.00

STAFF RECOMMENDATION: Approve settlement and stipulated final judgement.

ATTACHMENTS:

1. Mediated Settlement Agreement Parcel 107, 108A, 108B, 108C & 109
-

REVIEWERS:

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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into by and among the City of Bonita Springs, on one hand, and 3HWA Land Holdings, LLC, Citrus Park Trost International, Inc., Kevin Stoneburner, individually and as Trustee of the Kevin L. Stoneburner Trust dated December 12, 1992, and Darlene’s Grove, LLC, on the other hand (together, the “Owners”) as of the date of the last signature below (the “Effective Date”). For clarity, “Parties” refers to all signatories of this agreement, while “Owners” refers to all parties to this Agreement except the City of Bonita Springs.

RECITALS

WHEREAS, the City of Bonita Springs (the “City”) initiated eminent domain proceedings concerning Parcels 107, 108A, 108B, 108C, and 109 in connection with the Bonita Grande Drive Extension Project (the “BGD Project”), Case No. 24-000244, City of Bonita Springs v. 3HWA Land Holdings, LLC, et al. (the “Litigation”);

WHEREAS, Respondent, 3HWA Land Holdings, LLC (“3HWA”), as a record owner of Parcels 107 and 109, is entitled to full compensation for Parcels 107 and 109 in this matter under Article X, Section 6 of the Florida Constitution;

WHEREAS, Respondent, Kevin Stoneburner, individually, and as Trustee of the Kevin L. Stoneburner Trust dated December 12, 1992 (“Stoneburner”), as a record owner of Parcels 108A, 108B and 108C, is entitled to full compensation for Parcel Parcels 108A, 108B and 108C in this matter under Article X, Section 6 of the Florida Constitution;

WHEREAS, Respondent, Darlene’s Grove, LLC (“Darlene’s Grove”), as a record owner of Parcels 108A, 108B and 108C, is entitled to full compensation for Parcels 108A, 108B and 108C in this matter under Article X, Section 6 of the Florida Constitution;

WHEREAS, 3HWA, Stoneburner and Darlene’s Grove assert claims for compensation related to the taking of property and other impacts resulting from the City’s project; and

WHEREAS, the Parties desire to resolve all claims and disputes arising out of or related to the Litigation without further expense or delay.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Settlement Terms.

1.1. The City shall design, permit and construct at its sole cost and expense all improvements necessary to relocate and restore Owners' surface water management agriculture ditch and berm on the Owners' property in compliance with existing SFWMD permit requirements, consisting of a berm not less than ten feet wide at the top and 18.0 NGVD in height and a ditch with a slope no steeper than 1:2 vertical to horizontal from the top of the bank to 9.0 NGVD and in substantial conformance with the cross-sections shown in **Exhibit A**, which improvements extend from STA 159+00 to STA 226+00 (collectively, the "AG Improvements"). In the event that the City cannot obtain a permit or permits for the AG Improvements as described herein, then this Agreement shall be terminated, without further obligation of the Parties, but subject to the continued Litigation.

1.2. Permits.

1.2.1. Within 120 days following the Effective Date, the City and Owners shall apply for and obtain at City's sole cost and expense, including consultant and permit fees, all necessary permits to construct the AG Improvements.

1.2.2. Owners shall timely authorize any required permit amendments related to the AG Improvements, including but not limited to modification of the existing South Florida Water Management District (SFWMD) Permits (#36-00093-S and #36-108946-P) and new SFWMD and City Development Order (DO) construction permits. All permits shall be at the City's sole cost and expense.

1.2.3. Any documents or authorizations required from Owners to enable the City to construct the AG Improvements shall promptly be executed upon receipt of such a request from the City or the City's authorized representatives.

1.2.4. The obligations contained in this Paragraph 1.2 begin immediately on the Effective Date.

1.3. The City shall ensure that existing above ground power poles/lines and corresponding access to power remain in place or are relocated at no cost to Owners, ensuring continued power access for Owners' remaining property. Any new or relocated power poles/lines located within the area of the AG Improvements shall be placed at no cost to Owners.

1.4. Owners shall be responsible for securing their livestock during construction of the AG Improvements to ensure the safety of the livestock and to prevent interference with such construction activities. The Owners shall implement all necessary measures, including temporary fencing or relocation of livestock, as may be required to comply with this provision. The City shall provide Owners with written notice of no less than 90 days before removing, clearing, demolishing, or otherwise modifying the perimeter fencing. Within 30

days following completion of the construction of the AG Improvements, the City shall replace in like kind (five stranded barbed wire cattle fence with barbed wire facing to the interior of the property) at its sole cost and expense the perimeter fencing on Owners' property shown in **Exhibit C** if the perimeter fencing is impacted by the construction of the AG Improvements. Such replacement perimeter fencing shall be constructed west of the BGD Project at a location acceptable to the Parties.

1.5. Within 30 days following the City's determination that the last permit necessary to construct the AG Improvements has been issued by either SFWMD or the City, as may be the case, the Owners shall grant Temporary Construction Easements to the City in the form described in **Exhibit B**. These easements shall be effective for the duration of the construction of the AG Improvements, or for such period as specified in the respective Temporary Construction Easements. The City agrees that it shall secure the area for which the Temporary Construction Easement has been granted for the duration of the construction of the AG Improvements, and shall restore the area of the Temporary Construction Easement to a satisfactory condition, free of refuse and in good repair.

1.6 Within 130 days following issuance of the last permit necessary to construct the AG Improvements, the City shall commence and diligently pursue the completion of the AG Improvements.

1.7. Promptly following issuance by SFWMD of a permit authorizing the construction of the AG Improvements, the Owners shall execute a Final Judgment, in substantially the form attached hereto as **Exhibit D** which judgment shall state with specificity all payments which the City must make to Owners to resolve the Litigation in the amounts itemized in this Section 1.7 and in Section 1.8 below, and which judgment shall act as a mutual release of all claims related to the Litigation. The Final Judgment shall be submitted to the City Council for the City of Bonita Springs for approval at the next available Council meeting after the last Owner has executed the Final Judgment. The terms of the Final Judgment shall include the following provisions:

1.7.1 Within 30 days following entry of the Final Judgment, the City shall pay to 3HWA the amount of \$399,000.00 for business damages, full compensation, reasonable attorney's fees, expert witness fees, and litigation costs.

1.7.2. Within 30 days following entry of the Final Judgment, the City shall pay Stoneburner and Darlene's Grove Owners full compensation in the amount of \$400,000.00 for Parcel 108A, 108B and 108C and shall also pay Stoneburner and Darlene's Grove \$22,106.00 for reasonable attorney's fees (Woodward, Pires & Lombardo, P.A) and \$4,000.00 (Appraisers Florida Property Advisors LLC d/b/a Integra Realty Resources) for expert witness fees, and litigation costs.

1.8. The final judgment shall provide for the apportionment and disbursement of the funds as follows:

1.8.1. Trust Account of Lewis Longman & Walker, P.A.: \$280,000.00 (\$399,000.00 less deposits of \$59,200.00 and \$59,800.00).

1.8.2. Trust Account of Woodward, Pires & Lombardo, P.A.: \$93,106.00 (\$426,106.00 less deposits of \$75,000.00 and \$258,000.00).

1.8.3. Following disbursement, that said funds may be immediately released to Owners.

1.10. Disclaimer Regarding Apportionment of Funds. The Final Judgment shall include the following statement: "The Parties expressly acknowledge and the Court hereby finds that the apportionment of funds set forth herein represents the negotiated resolution of disputed claims and shall not be construed as an admission, determination, or reflection of the actual ownership interests of the Owners or the state of title to the Owners' property prior to the entry of the Orders of Taking. The Settlement Agreement and the corresponding Agreed Final Judgment have been entered into solely for the purpose of settlement and do not constitute an adjudication of any rights, interests, or claims beyond those addressed in this litigation."

1.11 Citrus Park-Trost International, Inc. agrees that it has no interest in this matter and shall be dismissed from this lawsuit.

2. Binding Effect. This Agreement and all associated documents shall bind the Parties and their successors and assigns, and shall run with the title to the Owners' Property and the City property, including the Bonita Grande Drive right-of-way and appurtenances thereto.

3. Severability. Should any portion of this Agreement be found invalid, the remainder shall remain in full effect so long as it does not conflict with Florida law.

4. Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof. All prior and contemporaneous understandings, agreements, representations, or warranties are superseded by this Agreement.

5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

6. Authority. Each Party represents and warrants that the individuals signing this Agreement on its behalf have full authority to bind the Party to the terms of this Agreement.

7. Remedies. If the City breaches its obligations under this Agreement regarding the Owners' surface water management agriculture ditch and berm, including without limitation, by failing to use best efforts to apply for and obtain the required permits, failing to initiate, prosecute, or complete construction of the water management improvements provided for herein, or failing to make the payments provided for herein, any of the Owners may send a written notice to the City identifying such failure and requiring correction of the

failure within 30 days of the written notice. If the City fails to correct the breach within 30-day cure period, the Owner may, at its option:

7.1 Declare the Agreement in breach and, if such breach occurs prior to the issuance of a Final Judgment, reinstate litigation for full compensation and damages, if any, caused by the City. If the breach occurs after the issuance of a Final Judgment, the parties reserve the right to initiate litigation seeking damages for such breach.

7.2 Assume the responsibility for performance, where the breach relates to an action that the Owner is capable of performing unilaterally (such as the construction of improvements on the Owner's property or the completion of permitting for surface water management facilities on the Owner's property) and send the City a written invoice for the reasonable cost of such performance, which the City agrees to pay upon the submission of documentation supporting the cost incurred.

7.3 Notwithstanding the foregoing, and to the extent authorized by law, if the breach of contract relates to actions or omissions that create an unsafe condition the remediation of which requires emergency response the Owners have the right but not the responsibility to take such emergency measures as may be deemed reasonably necessary to remediate the emergency condition and seek compensation from the City for the costs of such remediation.

The parties agree that the Court shall retain jurisdiction to enforce the terms of this Settlement. Should the parties be required to engage in litigation to enforce the terms of this Settlement, the parties agree that the prevailing party is entitled to reasonable attorney's fees and costs.

8. Interpretation of Settlement Agreement. The parties agree that this Settlement Agreement was the product of negotiation and its terms shall not be construed against any party as the drafter. The parties agree that reference to "days" in this Agreement shall refer to calendar days.

9. Notices. The parties agree that where this Settlement Agreement calls for written notices to be made to any party, such notice shall be effective if the notice is made in writing and sent via certified U.S. Mail or Federal Express to the following individuals:

As to the City:

Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

With a copy to:

Jay J. Bartlett
Jeffrey L. Hinds
Bartlett Loeb Hinds & Thompson, PLLC
1001 Water Street, Suite 475
Tampa, FL 33602

As to 3HWA and Citrus Park Trost International, Inc.:

Dennis Swan and Tamara Swan
12870 Tradeway Four #107-303
Bonita Springs FL 34135

With a copy to:

Amy Taylor Petrick
Lewis Longman & Walker, P.A.
360 Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

As to Kevin Stoneburner individually and as Trustee of the Kevin L. Stoneburner Trust dated December 12, 1992:

Kevin Stoneburner
465 BAYFRONT PLACE
NAPLES, FL 34102

with a copy to:

Zachary W. Lombardo, Esq.
Woodward, Pires & Lombardo, P.A.
3200 Tamiami Trail North, Suite 200
Naples, FL 34103

As to Darlene's Grove, LLC:

Darlene Lofgren
465 BAYFRONT PLACE
NAPLES, FL 34102

with a copy to:

Zachary W. Lombardo, Esq.
Woodward, Pires & Lombardo, P.A.
3200 Tamiami Trail North, Suite 200
Naples, FL 34103

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

City of Bonita Springs

By: _____

Name: _____

Title: _____

Date: _____

[Attest by City Clerk]

[Approval as to Form by City Attorney]

3HWA Land Holdings, LLC

By:  _____

Name: Dennis Swan _____

Title: MNGR _____

Date: 4/14/25 _____

[ATTEST]

Kevin Stoneburner, individually and as Trustee of the Kevin L. Stoneburner Trust dated

December 12, 1992

By: _____

Name: Kevin Stoneburner _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

City of Bonita Springs

By: _____

Name: _____

Title: _____

Date: _____

[Attest by City Clerk]

[Approval as to Form by City Attorney]

3HWA Land Holdings, LLC

By: _____

Name: _____

Title: _____

Date: _____

[ATTEST]

Kevin Stoneburner, individually and as Trustee of the Kevin L. Stoneburner Trust dated

December 12, 1992

By:  _____

Name: Kevin Stoneburner _____

Date: 7/17/25 _____

Darlene's Grove, LLC

By: Darlene Lofgren

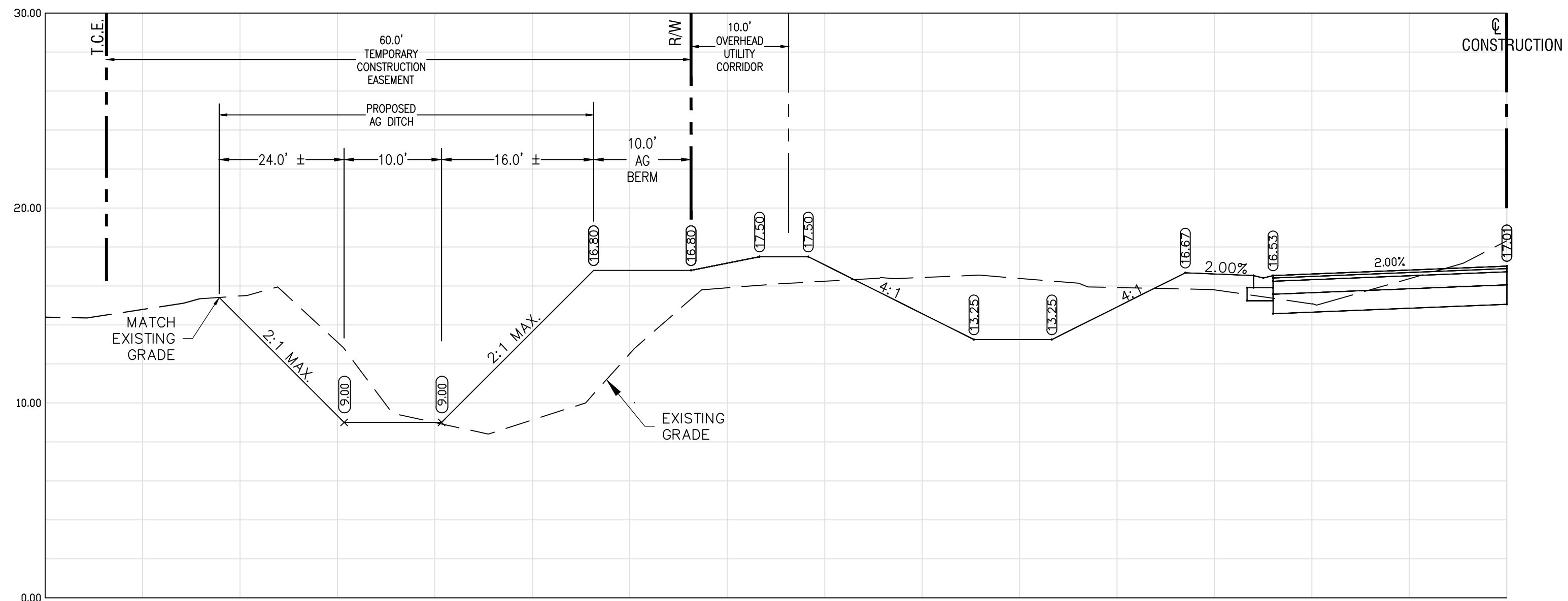
Name: Darlene Lofgren

Title: Manager

Date: 4-17-25

[ATTEST]

EXHIBIT A



30.00

20.00

10.00

4.00

T.C.E.

60.0' TEMPORARY CONSTRUCTION EASEMENT

PROPOSED AG DITCH

24.0' ±

10.0'

16.0' ±

10.0' AG BERM

10.0' OVERHEAD UTILITY CORRIDOR

2.00%

2.00%

MATCH EXISTING GRADE

EXISTING GRADE

CONSTRUCTION

30.00

20.00

10.00

4.00

			BONITA GRANDE DRIVE EAST TERRY ST. TO BG MINE RPD ENTRANCE LEE COUNTY, FLORIDA	DESIGNED BY: KLP	DATE: 10/23	Bowman 6200 WHISKEY CREEK DR., FORT MYERS, FL. 33919 PHONE: (239) 985-1200 CERTIFICATE OF AUTHORIZATION NO. 1772	HOLE MONTES a Bowman company 6200 Whiskey Creek Dr. Fort Myers, FL. 33919 Phone : (239) 985-1200 Florida Certification of Authorization No. 1772	AG DITCH RELOCATION TYPICAL SECTIONS	THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW:	REFERENCE NO. —	DRAWING NO. —
				DRAWN BY: KLP	DATE: 10/23						
				CHECKED BY: REB	DATE: 10/23						
				VERTICAL SCALE:	HORIZONTAL SCALE:						
				NUMBER	REVISIONS				DATE		
									RICHARD E. BRYLANSKI P.E. FLORIDA PROFESSIONAL ENGINEER REGISTRATION # 42339 DATE: _____	PROJECT NO. 2016.068	SHEET NO. 1

EXHIBIT B

Schedule I: Term Sheet for Temporary Construction Easement

This Term Sheet outlines the interests and rights acquired by the City of Bonita Springs (the "City") from the property owners (the "Grantor") regarding the construction, operation, and maintenance of the Bonita Grande Drive Extension Project. These rights apply to the Temporary Construction Easement ("TCE") area described in the Easement document. The terms of the TCE include the following provisions:

1. Easement Description and Duration

- The TCE area is an area west of the right-of-way acquired by the City and is detailed in the Easement document.
- The rights and obligations described herein begin on the acquisition date and terminate upon completion of the Bonita Grande Drive Extension Project, which includes for the purpose of the TCE the AG Improvements referenced in the Settlement Agreement between the parties, unless earlier terminated by the City.

2. Rights and Privileges Granted

The City shall have temporary rights to enter and utilize the TCE area solely for purposes related to the Bonita Grande Drive Extension Project and the AG Improvements. Specific rights include, but are not limited to:

a. Utility and Infrastructure Adjustments.

- Construction, relocation, maintenance, and removal of utilities, including installation of underground power lines.

b. Surface Water Management Improvements.

- Permitting, Construction, reconstruction and restoration of surface water management features, including but not limited to ditches, berms, and drainage systems.

c. Excavation and Materials Removal.

- Excavation, land alteration, filling, and grading activities as required within the TCE area.

- Authority to remove and dispose of asphalt, concrete, dirt, rocks, and vegetation within the TCE area.

d. Construction Staging.

- Use of the TCE area for workspace, movement, storage, and staging of personnel, materials, equipment, and supplies as same may be necessary or convenient to accomplish the purposes of this Easement.

- Ingress and egress to other easement areas and public rights of way.

e. Restoration.

- Repair or replacement of fences and other improvements affected by construction.

- Restoration of the TCE area upon completion of activities including the removal of refuse, harmonizing the grade, and planting grass seed, sod, or other appropriate groundcover, unless otherwise prohibited by law or regulation.

3. Grantor's Rights and Restrictions

- Grantor, its heirs, successors, and assigns may continue using the TCE area for lawful purposes that do not interfere with the City's acquired rights.
- Grantor may not construct or allow the construction of any building, structure, or obstruction within the TCE area that may impede the City's access, construction, or maintenance activities.

4. Hold Harmless and Indemnification

To the extent permissible by Florida law, the City shall indemnify, defend, and hold Grantor harmless from and against each and every claim, lien, cost, expense, loss, damage, or liability arising from City's use of this Temporary Construction Easement.

5. No Liens

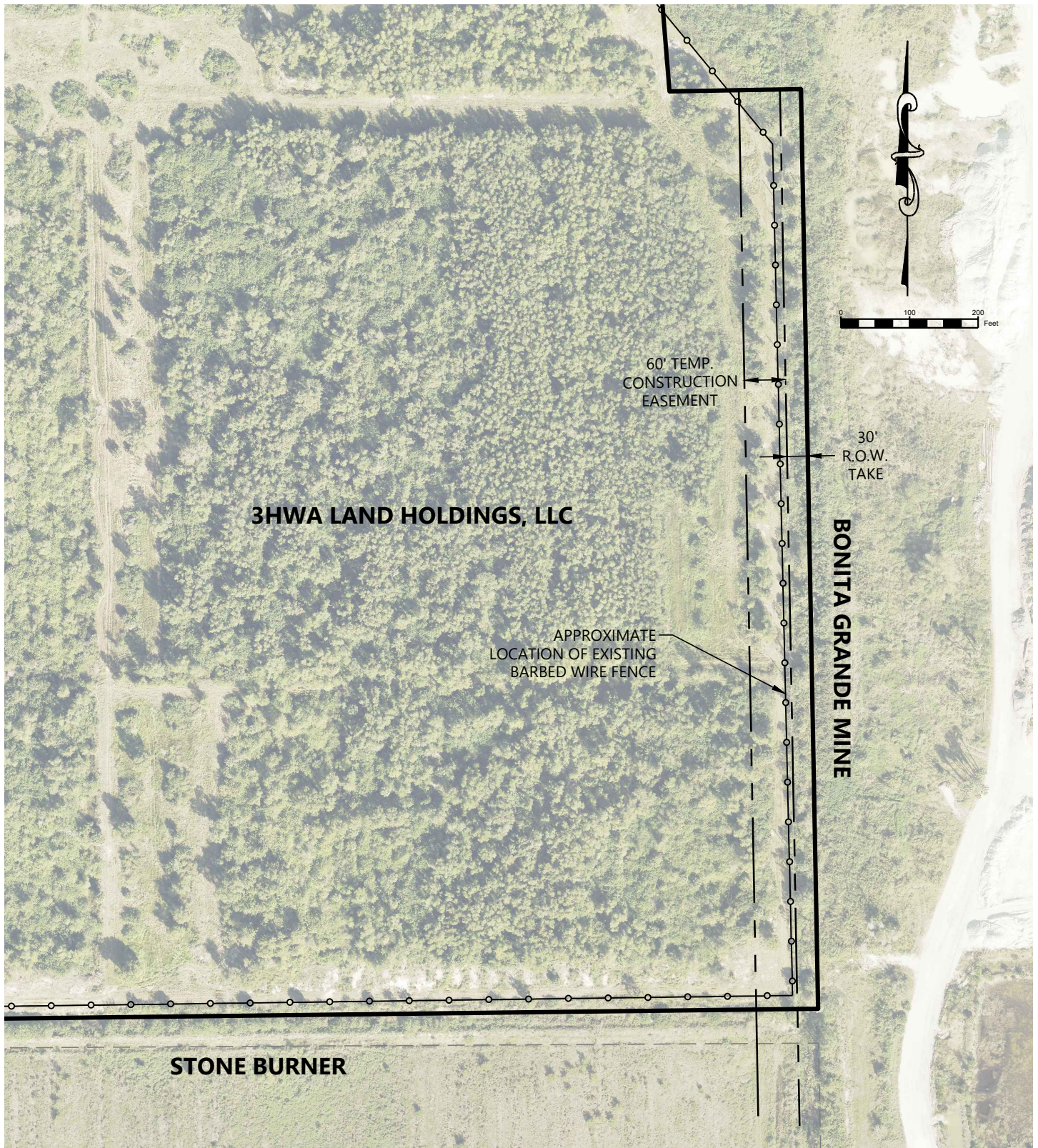
The City shall not allow or permit any liens to be filed as to the area encumbered by the Temporary Construction Easement. If any liens shall be filed against the area encumbered by the Temporary Construction Easement by the City's exercise of its rights under this Temporary Construction Easement, the City shall cause such liens to be released within five (5) calendar days from the date the City receives notice that such liens have been filed or recorded.

6. No Warranty

This Temporary Construction Easement is granted subject to all matters of record and without warranty as to the property's suitability for use as a temporary construction easement and all uses set forth in this Temporary Construction Easement.

This Term Sheet shall remain in effect for the duration of the TCE as specified, and all rights herein shall apply only to the purposes and limitations described above.

EXHIBIT C

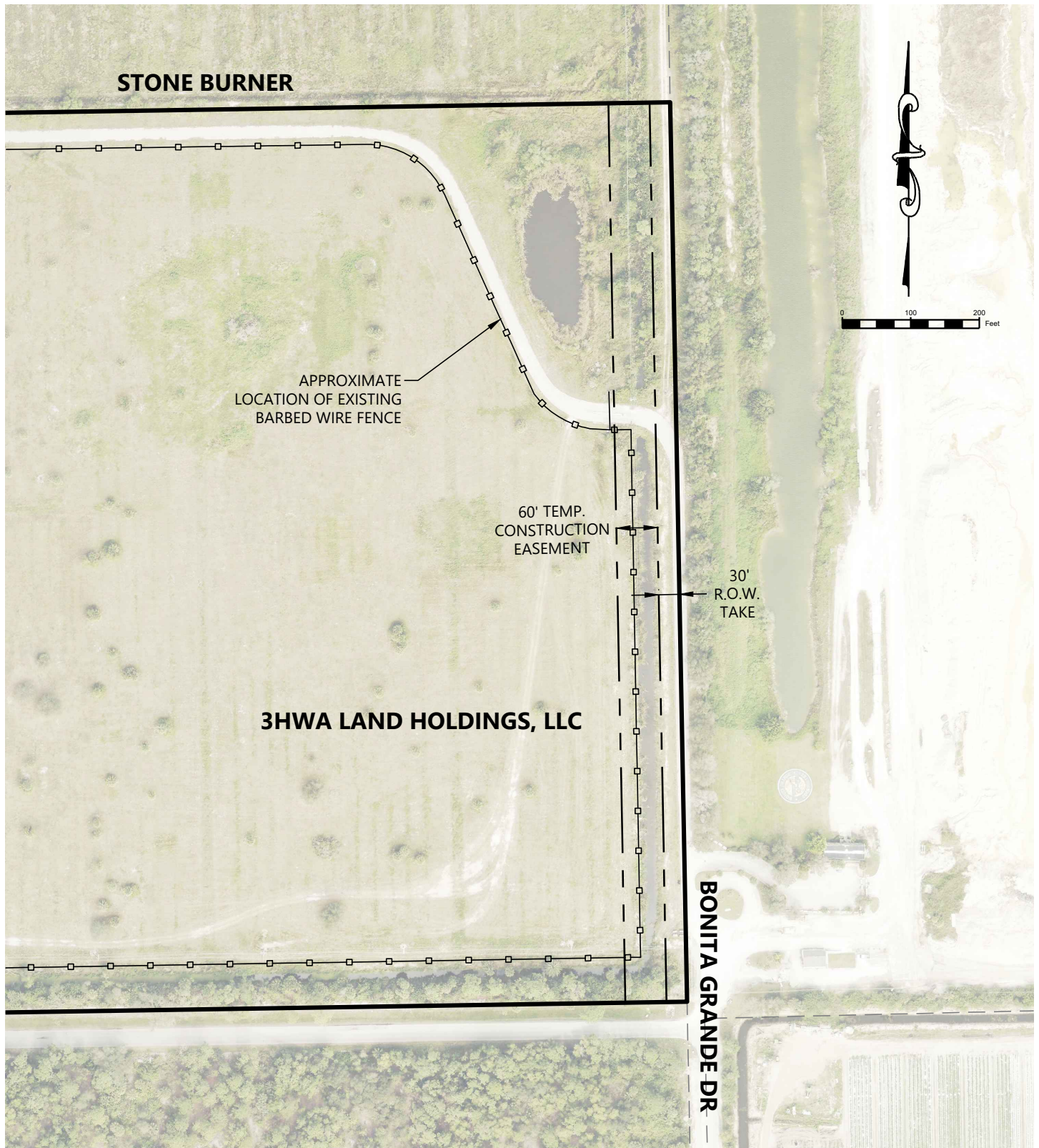


CLIENT: 3HWA LAND HOLDINGS, LLC

TITLE: SAPHIRA
EXISTING FENCE EXHIBIT

PROJECT
NUMBER: 190117.00.01

FILE
NUMBER: EXHIBIT-EXISTING FENCE



CLIENT:

3HWA LAND HOLDINGS, LLC

TITLE:

SAPHIRA
EXISTING FENCE EXHIBIT

PROJECT
NUMBER:

190117.00.01

FILE
NUMBER:

EXHIBIT-EXISTING FENCE

EXHIBIT D

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION**

CITY OF BONITA SPRINGS, a Municipal
corporation of the State of Florida,

Petitioner,

Case No.: 24-CA-000244

vs.

**Parcels: 107, 108A, 108B, 108C,
109**

3HWA LAND HOLDINGS, LLC, a Florida
limited liability company; **BARRON
COLLIER RESOURCES, LLLP**, a Florida
limited liability limited partnership; **KEVIN
STONEBURNER**, as Trustee of the Kevin L.
Stoneburner Trust dated December 12, 1992;
DARLENE’S GROVE, LLC, a Florida limited
liability company; **CITRUS PARK-TROST
INTERNATIONAL, INC.**, a Florida
corporation; **KEVIN L. STONEBURNER**;
AMEY, INC., a Florida corporation; and
NOELLE BRANNING, as Lee County Tax
Collector;

Respondents.

STIPULATED FINAL JUDGMENT AS TO PARCELS 107, 108A, 108B, 108C AND 109

(to be recorded in the Official Records of Lee County, Florida)

THIS CAUSE came before the Court upon the Joint Motion and Stipulation of Petitioner CITY OF BONITA SPRINGS (“CITY”) and Respondents 3HWA LAND HOLDINGS, LLC; KEVIN STONEBURNER, as Trustee of the Kevin L. Stoneburner Trust dated December 12, 1992, DARLENE’S GROVE, LLC, and KEVIN L. STONEBURNER, individually, collectively, “OWNERS,” for entry of a Stipulated Final Judgment to Parcels 107, 108A, 108B, 108C and 109. The Court having reviewed the Joint Motion and Stipulation, and the record and it appearing that

all papers filed herein by the CITY are in proper and sufficient form, and the Court being otherwise fully advised in the premises, it is hereby,

ORDERED and ADJUDGED that:

1. All parties have been properly served with process or otherwise have submitted themselves to this Court's jurisdiction. The Court therefore has jurisdiction over the parties and the subject matter of this cause, pursuant to Chapters 73, 74 and 166, Florida Statutes.

2. CITY and OWNERS each stipulate to the entry of this Final Judgment as to Parcels 107, 108A, 108B, 108C and 109.

3. As set forth in the Court's March 25, 2024, Order of Taking as to Parcel 107 ("Parcel 107 Order of Taking"), CITY's good faith estimate of the value of said Parcel 107 was FIFTY-NINE THOUSAND TWO HUNDRED AND NO/100 Dollars (\$59,200.00).

4. Pursuant to Fla. Stat. §74.051(2) and the Order of Taking, CITY timely deposited the sum of FIFTY-NINE THOUSAND TWO HUNDRED AND NO/100 Dollars (\$59,200.00) into the Court registry on April 5, 2024, said sum being the amount of CITY's good faith estimate of value of Parcel 107, and thereupon CITY became vested in such fee simple interest in and to Parcel 107 as described in the Parcel 107 Order of Taking and the Exhibits attached thereto.

5. As set forth in the Court's March 25, 2024, Order of Taking as to Parcels 108A and 108B ("Parcel 108A and 108B Order of Taking"), CITY's good faith estimate of the combined value of said Parcels 108A and 108B was SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$75,000.00).

6. Pursuant to Fla. Stat. §74.051(2) and the Order of Taking, CITY timely deposited the sum of SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$75,000.00) into the Court registry on April 8, 2024, said sum being the amount of CITY's good faith estimate of the

combined value of Parcels 108A and 108B, and thereupon CITY became vested in such fee simple interest in and to Parcels 108A and 108B as described in the Parcel 108A and Parcel 108B Order of Taking and the Exhibits attached thereto.

7. As set forth in the Court's March 25, 2024, Order of Taking as to Parcel 108C ("Parcel 108C Order of Taking"), CITY's good faith estimate of the value of said Parcel 108C was TWO HUNDRED FIFTY-EIGHT THOUSAND AND NO/100 Dollars (\$258,000.00).

8. Pursuant to Fla. Stat. §74.051(2) and the Order of Taking, CITY timely deposited the sum of TWO HUNDRED FIFTY-EIGHT THOUSAND AND NO/100 Dollars (\$258,000.00) into the Court registry on April 5, 2024, said sum being the amount of CITY's good faith estimate of value of Parcel 108C, and thereupon CITY became vested in such fee simple interest in and to Parcel 108C as described in the Parcel 108C Order of Taking and the Exhibits attached thereto.

9. As set forth in the Court's June 14, 2024, Order of Taking as to Parcel 109 ("Parcel 109 Order of Taking"), CITY's good faith estimate of the value of said Parcel 109 was FIFTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$59,800.00).

10. Pursuant to Fla. Stat. §74.051(2) and the Order of Taking, CITY timely deposited the sum of FIFTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$59,800.00) into the Court registry on June 27, 2024, said sum being the amount of CITY's good faith estimate of value of Parcel 109, and thereupon CITY became vested in such fee simple interest in and to Parcel 109 as described in the Parcel 109 Order of Taking and the Exhibits attached thereto.

11. The parcels appropriated by the CITY, Parcels 107, 108A, 108B, 108C and 109, are described in **Exhibit 1** attached hereto. To the extent the description of the parcels described in **Exhibit 1** may differ from those attached to the Orders of Taking for the respective parcels, the description of such parcel attached hereto as Exhibit 1 supersedes the description attached to the

Order of Taking.

12. Respondent, **3HWA Land Holdings, LLC**, as record owner of Parcels 107 and 109, is entitled to full compensation for Parcels 107 and 109 in this matter under Article X, Section 6 of the Florida Constitution.

13. Respondent, **Darlene's Grove, LLC**, as record owner of Parcels 108A and 108B, is entitled to full compensation for Parcels 108A and 108B in this matter under Article X, Section 6 of the Florida Constitution.

14. Respondent, **Citrus Park-Trost International, Inc.**, was dismissed by stipulation.

15. Respondent, **Kevin Stoneburner, as Trustee of the Kevin L. Stoneburner Trust dated December 12, 1992**, as record owner of Parcels 108A, 108B and 108C, is entitled to full compensation for Parcel 108A, 108B, 108C in this matter under Article X, Section 6 of the Florida Constitution.

16. Respondent, Respondent, **Kevin L. Stoneburner**, individually, as the holder of a record interest in Parcels 108A and 108B, or a portion thereof, may be entitled to a portion of the proceeds paid for Parcels 108A and 108B in this matter.

17. The interests in Parcels 107, 108A, 108B, 108C and 109 of Respondent, **Noelle Branning, as Lee County Tax Collector**, were fully satisfied pursuant to Paragraph 7 of the Parcel 107 Order of Taking, Paragraph 10 of the Parcel 108A and 108B Order of Taking, Paragraph 9 of the Parcel 108C Order of Taking, and Paragraph 6 of the Parcel 109 Order of Taking, respectively.

18. Respondent, **Barron Collier Resources, LLP**, disclaimed its interest and was thereafter dropped as a party respondent. As a result, it no longer has an interest in the proceeds.

19. Respondent **Amey, Inc.**, a dissolved Florida Corporation for profit, may claim an equity, lien, title, or other interest in or to Parcel 108C, and as such, may have an interest in the proceeds to be paid for Parcel 108C; however, it did not file an Answer to the Petition or request a hearing pursuant to Fla. Stat. §74.051(1). It therefore waived any right to object to the taking, and a Clerk's Default was entered against it on March 12, 2024.

20. Based upon the foregoing, it is proper that this Final Judgment as to Parcels 107, 108A, 108B, 108C and 109 should enter in favor of CITY and against Respondents in this matter as their interests may appear.

21. The Joint Motion is **GRANTED** and incorporated by reference into this Final Judgment.

22. Respondent **3HWA Land Holdings, LLC**, shall recover from CITY the total sum of THREE HUNDRED NINETY-NINE THOUSAND AND NO/100 Dollars (\$399,000.00), as full compensation for the property interests taken, business damages, severance damages, cure costs and all other damages or compensation claimed by or through said Respondent, its successors and assigns, now and in the future arising from the taking of Parcel 107 and 109 in this cause whatsoever, including, experts' costs, attorney's fees and other litigation costs.

23. CITY shall be and is hereby credited the sum of ONE HUNDRED NINETEEN THOUSAND AND NO/100 Dollars (\$59,200.00 plus \$59,800.00), toward the award made herein to Respondent **3HWA Land Holdings, LLC**, which sum was previously deposited by CITY into the court registry pursuant to the Parcel 107 Order of Taking and the Parcel 109 Order of Taking. Such sum is hereby and shall be credited toward payment of the awards made herein.

24. Accordingly, to satisfy the monies awarded herein to Respondent **3HWA Land Holdings, LLC**, within thirty (30) days following the entry of this Judgment, **the CITY shall pay**

total the sum of TWO HUNDRED EIGHTY THOUSAND AND NO/100 Dollars (\$280,000.00) to the Trust Account of Lewis Longman & Walker, P.A., said sum being difference between the amount of the CITY's good faith estimate of the value of the property taken from Respondent 3HWA Land Holdings, LLC, and the amount of full compensation awarded herein, and shall mail its check in care of Amy Petrick, 2360 South Rosemary Avenue, Suite 1100, West Palm Beach, FL 33401-4327.

25. Respondents **Kevin Stoneburner, as Trustee of the Kevin L. Stoneburner Trust dated December 12, 1992, Darlene's Grove, LLC, and Kevin L. Stoneburner, individually,** shall recover from CITY the total sum of FOUR HUNDRED THOUSAND AND NO/100 Dollars (\$400,000.00) as full compensation for the property interests taken, severance damages, cure costs and all other damages or compensation claimed by or through said Respondents, their successors and assigns, now and in the future arising from the taking of Parcels 108A, 108B and 108C in this cause whatsoever, excluding experts' costs, attorney's fees and other litigation costs, which are awarded below.

26. CITY shall be and is hereby credited the sum of THREE HUNDRED THIRTY-THREE THOUSAND AND NO/100 Dollars (\$75,000.00 plus \$258,000.00), which sums were previously deposited by CITY into the court registry pursuant to the Parcels 108A, 108B and 108C Orders of Taking. Such sum is hereby and shall be credited toward payment of the awards made herein.

27. Pursuant to the aforementioned Joint Motion for Entry of Stipulated Final Judgment between CITY and OWNERS, OWNERS and its counsel have each agreed that the total sum of TWENTY-SIX THOUSAND ONE HUNDRED SIX AND NO/100 Dollars (\$26,106.00) be taxed against the CITY as and for all attorneys' fees, expert fees, appraisal services and other costs

incurred in this cause whatsoever by or on behalf of OWNERS. Said sum is payable as follows:

28. Accordingly, to satisfy the monies awarded herein to Respondents **Respondents Kevin Stoneburner, individually and as Trustee of the Kevin L. Stoneburner Trust dated December 12, 1992, and Darlene's Grove, LLC**, within thirty (30) days following the entry of this Judgment, **the CITY shall pay total the sum of NINETY-THREE THOUSAND ONE HUNDRED SIX AND NO/100 Dollars (\$93,106.00) to the Trust Account of Woodward, Pires & Lombardo, P.A.**, said sum being difference between the amount of the CITY's good faith estimate of the value of the property taken from Respondents Kevin Stoneburner, individually and as Trustee of the Kevin L. Stoneburner Trust dated December 12, 1992, and Darlene's Grove, LLC, and the amount of full compensation awarded herein, and shall mail its check in care of Zachary Lombardo, 3200 Tamiami Trail N., Ste. 200, Naples, FL 34103.

29. Pursuant to the aforementioned Joint Motion for Entry of Stipulated Final Judgment between CITY and OWNERS, the Parties expressly acknowledge and the Court hereby finds that the apportionment of funds set forth herein represents the negotiated resolution of disputed claims and shall not be construed as an admission, determination, or reflection of the actual ownership interests of the Owners or the state of title to the Owners' property prior to the entry of the Orders of Taking. The Settlement Agreement and the corresponding Agreed Final Judgment have been entered into solely for the purpose of settlement and do not constitute an adjudication of any rights, interests, or claims beyond those addressed in this litigation.

30. There is no other or further compensation due from CITY to OWNERS for the property condemned in this matter, or for any other reason whatsoever.

31. The Clerk of this Court is ordered to forthwith record this Final Judgment in the Official Records of Lee County, Florida.

32. The Court retains jurisdiction for enforcement of the terms of this Final Judgment as may be necessary.

DONE and **ORDERED** in chambers at Lee County, Florida on this _____ day of _____, 2025.

CIRCUIT COURT JUDGE

Copies furnished to:
Jeffrey L. Hinds
Jay J. Bartlett
Amy Petrick
Noelle Branning

EXHIBIT 1

PARCEL 8

19-47-26-B2-00001.1010
 STONEBURNER KEVIN L +
 DARLENES GROVE LLC
 INSTR. NO. 2014000255086

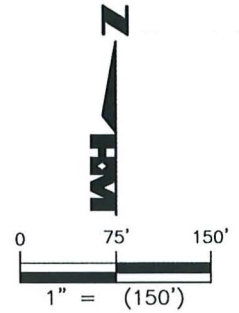
COORDINATES SHOW HEREON
 REFER TO FLORIDA STATE PLANE
 WEST

N:738172.20
 E:741595.16

L2

"PARCEL 107" PROPOSED R-O-W

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



PARCEL 211
 20-47-26-B1-00001.0000
 BG MINE, LLC
 INSTR. NO. 2016000141986

N 01°05'33" W 1320.52'
 S 01°05'33" E 1320.52'

W LINE OF SECTION
 20-47-26

LINE	BEARING	DISTANCE
L1	S 89°05'31" W	30.00'
L2	N 89°05'31" E	30.00'

POINT OF
 BEGINNING
 SW CORNER OF
 SECTION 20
 N:736852.40
 E:741650.33

NOT A SURVEY

(BASIS OF BEARINGS) S LINE
 OF SECTION 19, N89°05'31"E

S LINE OF SECTION 19
 N LINE OF SECTION 30

S LINE OF SECTION 20

UNPAT'D R-O-W

L1

DRAWN BY:
JNH
SHEET #
1
SEC-TWN-RGE:
19-47-26 & 20-47-26

DATE:
4/10/2023
OF SHEET
2



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

SKETCH AND LEGAL PARCEL 107
 BONITA GRANDE DRIVE EXTENSION

DRAWING NO.
H-2270
PROJECT NO.
2016.068
FILE NAME
2016068 S&L 3 NEW.dwg

LEGAL DESCRIPTION

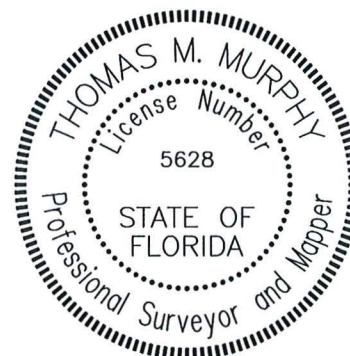
A PARCEL OF LAND LOCATED IN SECTIONS 19 & 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG SOUTH LINE OF SAID SECTION 19 S89°05'31"W FOR A DISTANCE OF 30.00 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 1320.52 FEET; THENCE RUN N89°05'31"E FOR A DISTANCE OF 30.00 FEET; THENCE RUN S01°05'33"E FOR A DISTANCE OF 1320.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 39502.61 SQUARE FEET OR 0.91 ACRE, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N89°05'31"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 4/10/2023		6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 107 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270
SHEET # 2	OF SHEET 2				PROJECT NO. 2016.068
SEC-TWN-RGE: 19-47-26 & 20-47-26					FILE NAME 2016068 S&L 3 NEW.dwg

PARCEL 109

18-47-26-B3-00001.0010
3HWA LAND HOLDINGS LLC
INSTR. NO. 2019000287391

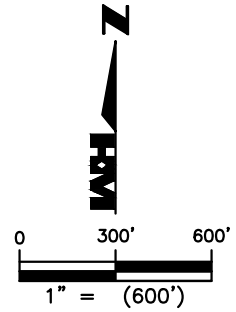
PARCEL 212

20-47-26-B1-00001.0000
BG MINE LLC
INSTR. NO. 2016000141986

S LINE OF SECTION 18
N LINE OF SECTION 19

S LINE OF SECTION 17
N LINE OF SECTION 20

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE PLANE
WEST



PARCEL 108

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

PARCEL 211

20-47-26-B1-00001.0000
BG MINE LLC
INSTR. NO. 2016000141986

N:741250.67
E:741475.76

"PARCEL 108 (A)"
PROPOSED R-O-W

POINT OF
BEGINNING
N:740305.75
E:741513.27

N 02°16'22" W 3456.06'

PARCEL 107

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

POINT OF
COMMENCEMENT
SW CORNER OF
SECTION 20

(BASIS OF BEARINGS) S LINE
OF SECTION 20, S88°37'24"W

NOT A SURVEY

Bowman

Bowman Consulting Group, Ltd., Inc. Phone: (239) 254-2000
6200 Whiskey Creek Drive,
Fort Myers, FL 33919 www.bowman.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate NO. LB-8030

BONITA GRANDE EXTENSION PARCEL 108 A

SKETCH AND LEGAL DESCRIPTION

LEE COUNTY

FLORIDA

PROJECT NO. 340051-01-001

DR-WING #: H-2403-10

D-TE: Mar. 26, 2025

C-DD FILE: 2016068 S&L R10 (108-)

SEC-TWN-RGE: 19-47-26

SHEET: 1 OF 2

LINE	BEARING	DISTANCE
L1	N 01°05'45" W	550.47'
L2	S 02°16'22" E	947.26'

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	230.80'	46°24'32"	181.87'	N 24°00'06" W	186.94'
C2	530.00'	25°35'20"	234.74'	N 11°32'05" E	236.70'

LEGAL DESCRIPTION

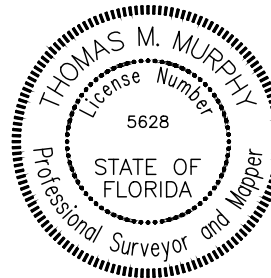
A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N02°16'22"W FOR A DISTANCE OF 3456.06 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED THE SAME BEING THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 230.80 FEET, THROUGH A CENTRAL ANGLE OF 46°24'32" AND BEING SUBTENDED BY A CHORD OF 181.87 FEET AT A BEARING OF N24°00'06"W, FOR AN ARC LENGTH OF 186.94 FEET; THENCE RUN N01°05'45"W FOR A DISTANCE OF 550.47 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 25°35'20" AND BEING SUBTENDED BY A CHORD OF 234.74 FEET AT A BEARING OF N11°32'05"E, FOR AN ARC LENGTH OF 236.70 FEET; THENCE RUN S02°16'22"E FOR A DISTANCE OF 947.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 50267.17 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

BOWMAN CONSULTING GROUP, LTD., INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8030



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

Bowman

Bowman Consulting Group, Ltd., Inc. Phone: (239) 254-2000
6200 Whiskey Creek Drive,
Fort Myers, FL 33919 www.bowman.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate NO. LB-8030

BONITA GRANDE EXTENSION PARCEL 108 A

SKETCH AND LEGAL DESCRIPTION

LEE COUNTY

FLORIDA

PROJECT NO. 340051-01-001

DRAWING #: H-2403-10

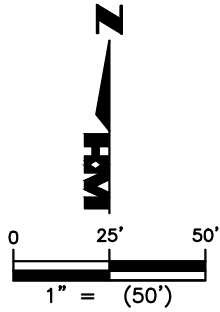
DATE: Mar. 26, 2025

CADD FILE: 2016068 S&L R10 (108A)

SEC-TWN-RGE: 19-47-26

SHEET: 2 OF 2

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE PLANE
WEST



LINE	BEARING	DISTANCE
L1	N 01°05'33" W	1320.88'
L2	S 89°05'31" W	2.78'
L3	N 01°05'33" W	135.13'
L4	S 02°16'22" E	135.17'

PARCEL 108
19-47-26-B2-00001.1010
STONEBURNER KEVIN L +
DARLENE'S GROVE LLC
INSTR. NO. 2014000255086

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

PARCEL 211
20-47-26-B1-00001.0000
BG MINE LLC
INSTR. NO. 2016000141986

N:738307.31
E:741592.59

"PARCEL 108 (B)"
PROPOSED R-O-W

POINT OF BEGINNING
N:738172.25
E:741597.95

POINT OF COMMENCEMENT
SW CORNER OF
SECTION 20

(BASIS OF BEARINGS) S LINE OF
SECTION 20, S88°37'24"W

LEGAL DESCRIPTION

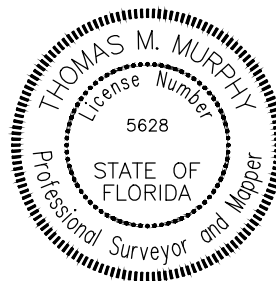
A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°05'33"W FOR A DISTANCE OF 1320.88 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S89°05'31"W FOR A DISTANCE OF 2.78 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 135.13 FEET; THENCE RUN S02°16'22"E FOR A DISTANCE OF 135.17 FEET, TO THE POINT OF BEGINNING.

CONTAINING 188.15 SQUARE FEET, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 7/18/2023
SHEET # 1	OF SHEET 1
SEC-TWN-RGE: 19-47-26	



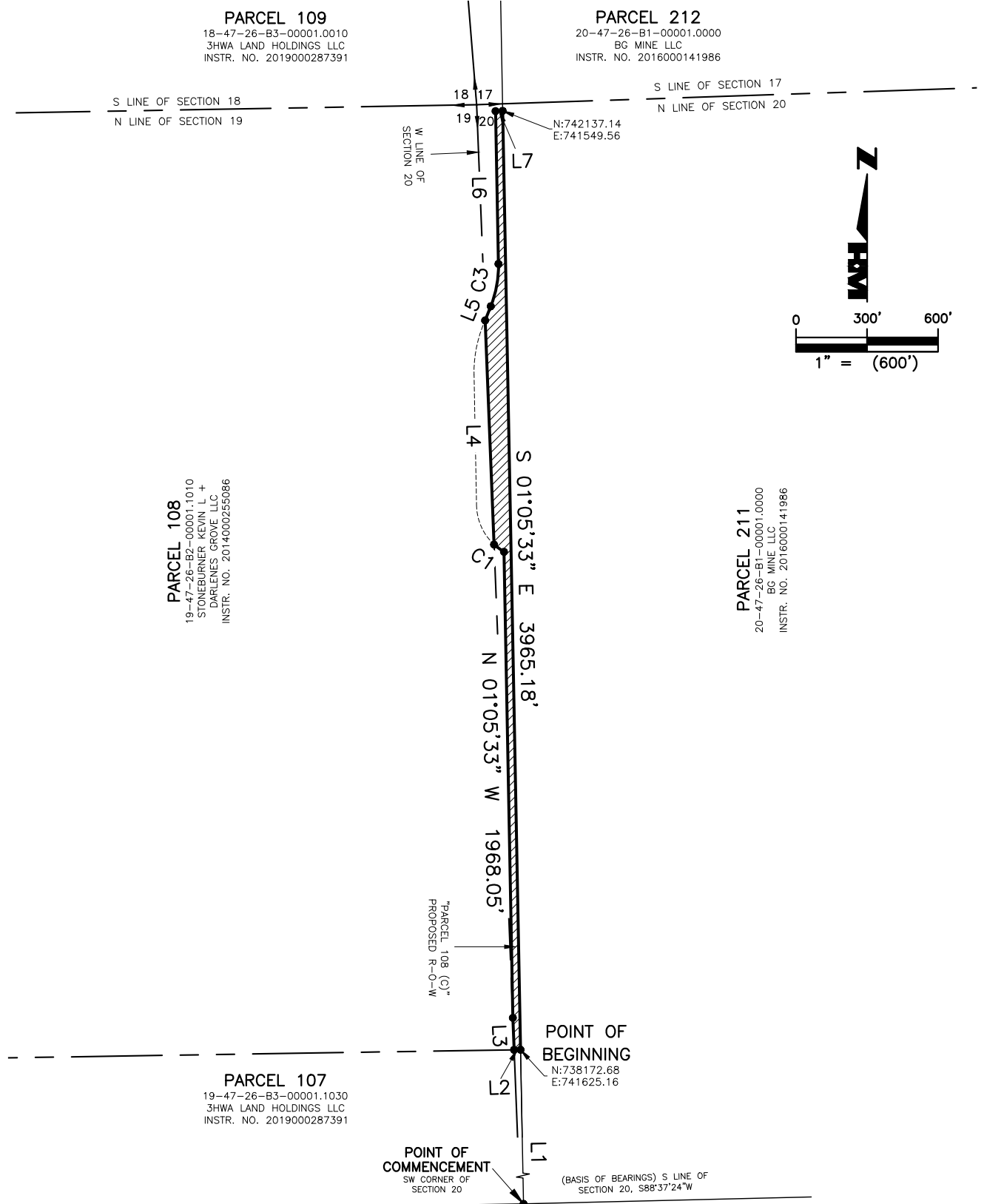
6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 108 B
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2404
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R6 (1088).dwg

NOT A SURVEY

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE PLANE
WEST



DR- N BY: JNH	D-TE: 12/11/2023
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 20-47-26	



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

SKETCH AND LEGAL PARCEL 108 C
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2405
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R9 (108C).dwg

LINE	BEARING	DISTANCE
L1	N 01°05'33" W	1320.52'
L2	S 89°05'31" W	27.21'
L3	N 02°16'22" W	135.17'
L4	N 02°16'22" W	947.26'
L5	N 21°30'12" E	64.14'
L6	N 01°05'33" W	645.35'
L7	N 88°03'52" E	30.00'

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING	ARC LENGTH
C1	230.80'	12°54'33"	51.89'	N 53°39'38" W	52.00'
C2	530.00'	22°45'47"	209.18'	N 10°07'19" E	210.56'
C3	470.00'	22°18'59"	181.91'	N 10°20'43" E	183.06'

LEGAL DESCRIPTION

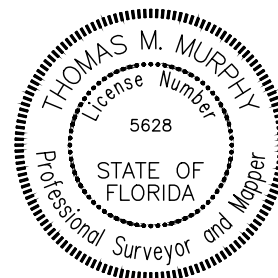
A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°05'33"W FOR A DISTANCE OF 1320.52 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S89°05'31"W FOR A DISTANCE OF 27.21 FEET; THENCE RUN N02°16'22"W FOR A DISTANCE OF 135.17 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 1968.05 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 230.80 FEET, THROUGH A CENTRAL ANGLE OF 12°54'33" AND BEING SUBTENDED BY A CHORD OF 51.89 FEET AT A BEARING OF N53°39'38"W, FOR AN ARC LENGTH OF 52.00 FEET; THENCE RUN N02°16'22"W FOR A DISTANCE OF 947.26 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT; HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 22°45'47" AND BEING SUBTENDED BY A CHORD OF 209.18 FEET AT A BEARING OF N10°07'19"E, FOR AN ARC LENGTH OF 210.56 FEET; THENCE RUN N21°30'12"E FOR A DISTANCE OF 64.14 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT; HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 22°18'59" AND BEING SUBTENDED BY A CHORD OF 181.91 FEET AT A BEARING OF N10°20'43"E, FOR AN ARC LENGTH OF 183.06 FEET; THENCE RUN N01°05'33"W FOR A DISTANCE OF 645.35 FEET; THENCE RUN N88°03'52"E FOR A DISTANCE OF 30.00 FEET, THENCE RUN S01°05'33"E FOR A DISTANCE OF 3965.18 FEET, TO THE POINT OF BEGINNING.

CONTAINING 172716.13 SQUARE FEET OR 3.97 ACRES, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

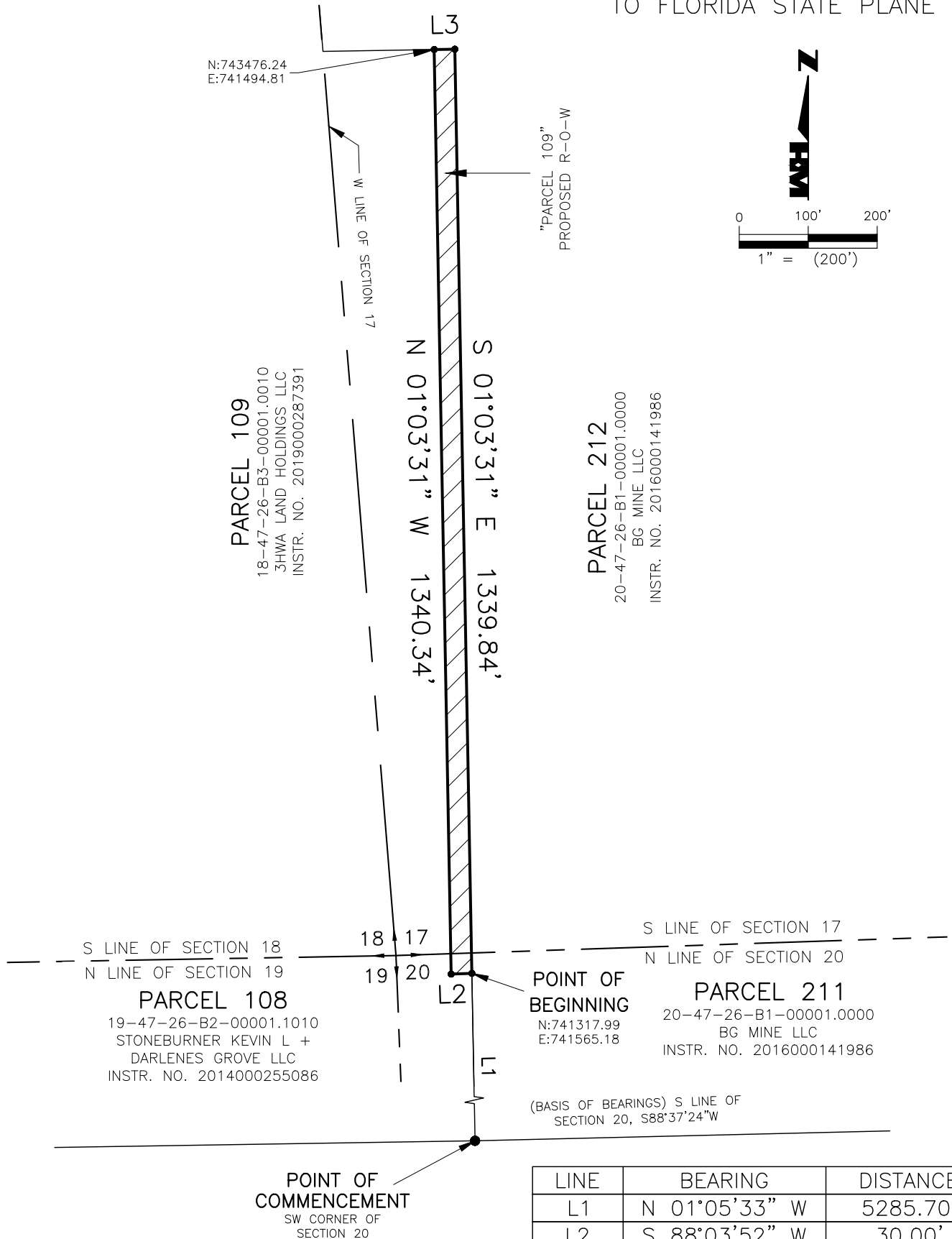


BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 12/11/2023	 6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 108 C BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2403
SHEET # 2	OF SHEET 2			PROJECT NO. 2016.068
SEC-TWN-RGE: 20-47-26				FILE NAME 2016068 S&L R9 (108C).dwg

COORDINATES SHOW HEREON REFER
TO FLORIDA STATE PLANE WEST



NOT A SURVEY

DR- N BY: JNH	D-TE: 5/14/2024
SHEET # 1	OF SHEET 2
SEC-TWN-RGE: 17-47-26	



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

SKETCH AND LEGAL PARCEL 109
BONITA GRANDE DRIVE EXTENSION

DR- ING NO. H-2270-10
PROJECT NO. 2016.068
FILE N-ME 2016068 S&L R10 (109).dwg

LEGAL DESCRIPTION

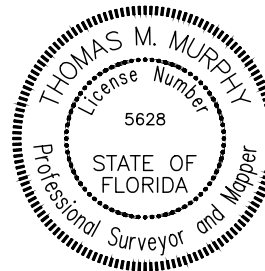
A PARCEL OF LAND LOCATED IN SECTION 17 AND SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN N01°05'33"W FOR A DISTANCE OF 5285.70 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN S88°03'52"W FOR A DISTANCE OF 30.00 FEET; THENCE RUN N01°03'31"W FOR A DISTANCE OF 1340.34 FEET; THENCE RUN N89°01'27"E FOR A DISTANCE OF 30.00 FEET; THENCE RUN S01°03'31"E FOR A DISTANCE OF 1339.84 FEET, TO THE POINT OF BEGINNING.

CONTAINING 40202.07 SQUARE FEET OR 0.92 ACRE, MORE OR LESS.

BEARINGS REFER TO SOUTH LINE OF SECTION 20, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S88°37'24"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



BY _____ LS5628
THOMAS M. MURPHY STATE OF FLORIDA

NOT A SURVEY

DRAWN BY: JNH	DATE: 5/14/2024	 HOLE MONTE'S ENGINEERS LANDSCAPE ARCHITECTS PLANNERS SURVEYORS	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL PARCEL 109 BONITA GRANDE DRIVE EXTENSION	DRAWING NO. H-2270-10
SHEET # 2	OF SHEET 2				PROJECT NO. 2016.068
SEC-TWN-RGE: 17-47-26					FILE NAME 2016068 S&L R10 (109).dwg