

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA REVISED
NOVEMBER 17, 2021
9:00 A.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email your comments to the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG. Any written public comment must be received **by 2:00 pm on November 16, 2021**.

1. Call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)
 - A. Approval of Joint Participation Agreement between the City of Bonita Springs and Bontia Springs Utilities (BSU) for the Imperial Shores Boulevard Sidewalk Improvements Project. (Greensheet No. 21-11-243)
 - B. Adopt a Resolution to add Change Order No. 3 to the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 with Singhofen & Associates. (Greensheet No. 21-11-247)
 - C. Approve purchase agreements with property owners in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program. (Greensheet No. 21-11-248)
 - D. Authorize staff to execute a contract with Wright Construction to replace and refurbish generators and approve a budget resolution. (Greensheet No. 21-11-246)
 - E. Approve Resolution for the final budget amendment for fiscal year 2020-2021. (Greensheet No. 21-11-251)
 - F. Approve hazard mitigation project list for inclusion in the 2017 Lee County Joint Unified Local Mitigation Strategy Plan Update. (Greensheet No. 21-11-250)
 - G. Approve Fair Productions LLC Bonita Holiday Festival special event application. (Greensheet No. 21-11-252)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Proclamations and Presentations:

- A. Proclamation recognizing the week of October 23rd to the 31st as Red Ribbon Week in the City of Bonita Springs. (Council Member Purdon; Greensheet No. 21-11-256)
- B. Receive presentation from Lee County and accept Interlocal Agreement for Transit Service between Lee County and the City of Bonita Springs. (Greensheet No. 21-11-245)
- C. Presentation by John Jenkins, Executive Director of Bonita Springs Utilities, on existing septic systems and collection infrastructure in the City. (Greensheet No. 21-11-255)

10. Mayor and Council Member Items:

- A. Discussion of potential uses for Goodbread Grocery structure. (Mayor Steinmeyer; Greensheet No. 21-11-244)
- B. Discussion of a volunteer group to assist with the maintenance of Bonita Nature Place Trail and Cullum's Trail. (Deputy Mayor Gibson; Greensheet No. 21-11-249)
- C. Discussion regarding request from Village of Estero for a meeting to discuss Coconut Road. (Council Member Quaremba; Greensheet No. 21-11-253)

11. City Attorney's Items

- A. Update on contract for legal service with Gray Robinson. (Greensheet No. 21-11-254)

12. City Manager's Items

13. Mayor and Council Member Reports

14. Approval of Minutes: 11/3/21

15. Public Comment

16. Adjournment

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT LISA ROBERSON, DIRECTOR OF FINANCIAL AND ADMINISTRATIVE SERVICES, AT 239-949-6262, AT LEAST 48 HOURS PRIOR TO THE MEETING. IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS TO BE MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

REQUESTED MOTION: Approval of Joint Participation Agreement between the City of Bonita Springs and Bonita Springs Utilities (BSU) for the Imperial Shores Boulevard Sidewalk Improvement Project

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: Construction of the Imperial Shores Boulevard Sidewalk Improvement Project requires considerable coordination with Bonita Springs Utilities. Existing utility infrastructure will be relocated to allow for the sidewalk and enclosed drainage to be constructed.

The Joint Partnership Agreement between the City and BSU will allow the City to oversee the overall construction project, with BSU inspecting and approving their portions of work, and allow for BSU to reimburse the City for progress payments made to the Contractor for the BSU portions of the project scope.

STAFF RECOMMENDATION: Approve Joint Participation Agreement between the City of Bonita Springs and Bonita Springs Utilities.

ATTACHMENTS:

1. Joint Partnership Agreement

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

CITY OF BONITA SPRINGS

and

BONITA SPRINGS UTILITIES, INC.

**JOINT PROJECT AGREEMENT FOR
UTILITY INSTALLATION**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between CITY OF BONITA SPRINGS, a political subdivision of the State of Florida, hereinafter referred to as “City”, and **BONITA SPRINGS UTILITIES, INC.**, a Florida not for profit corporation, hereinafter referred to as “BSU”, each individually a “PARTY” and collectively the “PARTIES”.

WITNESSETH:

WHEREAS, City is improving a portion of the City bicycle and pedestrian facility network designated as “Imperial Shores Boulevard Sidewalk Improvements” and referenced herein as the “ISB Sidewalk Project”, and

WHEREAS, BSU maintains potable water transmission and wastewater collection infrastructure within the limits of the ISB Sidewalk Project and, these mains referred to collectively herein as “BSU Mains”, and

WHEREAS, construction of the ISB Sidewalk Project requires relocation of a portion of the BSU Mains in conflict with the project, such utility relocation work designated hereinafter as “Utility Work”, and

WHEREAS, BSU is responsible for all costs attributable to Design, Permitting, Construction Engineering and Inspection, and Construction of the Utility Work, referred to hereafter as “Cost of Utility Work”,

WHEREAS, the City is responsible for all costs associated with Design, Permitting, Construction Engineering and Inspection, and Construction of the ISB Sidewalk Project, hereinafter referred to as “Cost of the ISB Sidewalk Project”,

WHEREAS, BSU has requested the City to include in the construction contract for the ISB Sidewalk Project certain plans and specifications furnished by BSU for the Utility Work; and

WHEREAS, the City has included plans for the Utility Work in its Request for Bid Documents as Bid Alternate A and has requested bids associated with such Utility Work;

WHEREAS, the City has reserved the right to award a contract associated with Bid Alternate A and has further reserved the right to reject all bids associated with Bid Alternate A;

WHEREAS, the City and BSU have determined that it serves a public purpose and is in the public interest to enter into this JOINT PROJECT AGREEMENT FOR UTILITY INSTALLATION (hereafter "JPA") providing for such work.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. In the event the City awards a contract with respect to the Utility Work (subject to the reasonable approval of BSU as set forth below), BSU's obligations under this JPA shall not arise unless and until the Addendum to City of Bonita Springs Request for Bid, or other similar agreement relating to the Utility Work, has been fully executed on behalf of the Contractor, the City and BSU.
2. BSU shall be responsible for reimbursing the City for all expenses incurred by the City attributable to the construction of the Utility Work as set forth in Bid Alternate A, along with any additional engineering or design work attributable to the Utility Work.
3. The City shall coordinate with BSU on the award of the bid alternate to the lowest responsive and responsible bidder, so determined on the sum of the base bid plus additive alternate for Utility Work. BSU shall have the right to reject the additive alternate Utility Work bid for reasons, which may include but not be limited to an "unbalanced bid" to the detriment of BSU. For the purpose of this Agreement, an "unbalanced bid" shall include: excessive unit pricing, other unfair pricing for materials or labor, or a disproportionate allocation of cost to BSU for the actual construction performed. In the event BSU rejects the lowest responsive and responsible bidder's Utility Work additive alternate, BSU shall make other arrangements to have the Utility Work completed in coordination with the City's work.
4. The coordination of BSU's Utility Work with that of the City's work, their contractors, subcontractors, and other utility relocation contractors associated with this project will be the responsibility of the City, and BSU shall cooperate fully in this matter. All information required for Change Orders, Supplemental Agreements or Requests for Information pertaining to BSU's Utility Work or otherwise related to subject matter of this Agreement shall be promptly furnished to the City by BSU. BSU shall have the

right to approve or reject any and all proposed Change Orders or Supplemental Agreements pertaining to BSU's Utility Work in its absolute discretion.

5. BSU, at its sole expense, will furnish all inspection services and supervision for the installation of pipe, valves and appurtenances, placement of pipe bedding, backfill and all pipe testing of the BSU Utility Work, and will also furnish City with progress reports and daily records, approved quantities and amounts for periodic and final pay estimates. The provisions of this section shall not be interpreted to mean or suggest that BSU is assuming responsibility for the means and methods of construction, or for implementing safety procedures, with respect to the Utility Work. This provision is solely intended to confirm that, to the extent the City is obligated or permitted to perform inspection or supervision services pursuant to its contract with Contractor, BSU shall be assuming responsibility for such services with respect to the Utility Work.
6. All adjustments, relocations, repairs and incidentals required to be performed to the existing BSU utilities within the project limits and not included in this Contract shall be the sole responsibility of BSU. All such work shall be coordinated with the construction of this project in a manner that will not cause delay to the work. BSU shall have the right to retain its own forces, including outside contractors, in connection with the performance of such adjustments, relocations, repairs and incidental work.
7. BSU agrees that it will, upon the execution of this Agreement and notification of the final bid cost for BSU's Utility Work, set aside in an appropriate an Account, the Cost of the Utility Work plus a 10% BSU controlled contingency. Every thirty (30) days the City will submit an invoice to BSU detailing the Utility Work performed. BSU shall have the right to inspect all work associated with any invoice and shall have the right to advise City and Contractor of any appropriate corrective work required with respect to the Utility Work. BSU shall not be obligated to make payment associated with any work to which it has provided the City with a timely objection and the City shall be responsible for communicating all such objections to Contractor and otherwise ensuring that Contractor undertakes corrective work in a timely fashion. Upon review and approval of the invoice by BSU, BSU will pay the City within 15 days. BSU's obligation to make payment shall be conditioned upon the City providing BSU with any and all appropriate documentation reasonably required by BSU to confirm the amounts owing, as well as appropriate lien or bond waiver forms and a Final Contractor's Affidavit in connection with the final invoice. BSU's obligation to make payment to the City shall be limited specifically to the amount of the Contractor's invoice specifically associated with the Utility Work. In the absence of change orders, BSU's total payment obligation shall be limited to the pricing attributable to the Utility Work as set forth in the approved Bid Alternate A.
8. The City will notify BSU promptly upon being advised by Contractor that the Utility Work is Substantially Complete. BSU will be afforded a sufficient opportunity to inspect and test all aspects of the Utility Work and advise of any defects or punchlist items to be addressed. Upon completion and acceptance of the work, BSU shall own, control, maintain, and be responsible for all BSU utility facilities (potable water and wastewater infrastructure) associated with the work described herein, in accordance with the Franchise Agreement between the City and BSU created by Ordinance No. 02-14, and as amended. The City shall own, control maintain, and be

responsible for all conflict structures in the storm water drainage network where BSU infrastructure intersects the storm water drainage network at a conflicting elevation.

9. Upon completion of the work, the City shall, at the earliest date practicable, furnish BSU copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in BSU'S portion of the Construction Contract. The final billing shall show the description and site of the project; the date on which the first work was performed; the date on which the earliest item of billed expenses was incurred; the date on which the last work was performed or the last item of billed expenses was incurred; and the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to City records, accounts or other relevant documents. All cost records and accounts shall be subject to audit by a representative of either the City or BSU.
10. This Agreement, together with the Addendum to City of Bonita Springs Request for Bid agreement (or such other similar agreement as may be executed by the City, Contractor and BSU with respect to the Utility Work) as well as the terms of the Contract between The City and Contractor (along with all design plans, specification, schedules and similar agreements incorporated into any of the foregoing) constitutes the entire understanding between the PARTIES, and any previous Agreements whether written or oral, shall be superseded by the Agreement with the exception of the agreement between BSU and the City known as the Franchise Agreement By, Between and Among Bonita Springs Utilities, Inc., the City of Bonita Springs, Florida, and Lee County, the terms of which shall not be affected by this Agreement.
11. This Agreement may be amended upon the concurrence of both PARTIES and executed with the same formalities as this original Agreement.
12. The PARTIES agree that by execution of this Joint Project Agreement, the City will not be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Section 768.28, Florida Statutes.
13. This Joint Project Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
14. The term of this Agreement shall be from the date first written above, and shall continue until terminated by either PARTY. Either PARTY may terminate this Agreement by giving the other PARTY ninety (90) days written notice of termination.
15. Nothing in the Joint Project Agreement or any of the other Contract Documents shall be interpreted or construed as creating an agency or joint venture relationship between the City and BSU. Rather, this Joint Project Agreement is merely intended to memorialize the rights and obligations of the parties hereto with respect to the Utility Work.

IN WITNESS WHEREOF, the PARTIES hereto have caused these presents to be

executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

Bonita Springs Utilities, Inc., a
Florida not for profit corporation

By: _____

Date: _____

ATTEST: City of Bonita Springs
Bonita Springs, Florida

BY: _____ BY: _____

REQUESTED MOTION: Adopt a Resolution to add Change Order No. 3 to the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 with Singhofen & Associates, Inc. for construction designs, environmental reviews and permitting in the amount of \$283,376.15 bringing the total amount to \$462,361.15.

REQUESTOR: Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management

BACKGROUND: Staff issued a Request for Qualifications (RFQ 20-03) on April 2, 2020, for design, a Hydrologic and Hydraulic Study and construction plans for the Spring Creek Bonita Springs Golf Course Flood Improvement Project. Singhofen & Associates, Inc. were selected at the top ranked firm for the project. A design services agreement was approved by the City Council during their November 18, 2021, meeting.

Change Order #3 outlines the additional scope of services to complete Phase 1 of this project. Staff has been working with the golf course developer to determine an agreeable land sale. Tasks identified in the change order include finalizing the design of stormwater improvements, construction drawings and submitting to reviewing agencies for all applicable permits.

STAFF RECOMMENDATION: Adopt a Resolution to add Change Order No. 3 to the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 with Singhofen & Associates, Inc. for construction designs, environmental reviews and permitting in the amount of \$283,376.15 bringing the total amount to \$462,361.15.

ATTACHMENTS:

1. BSC 20-11-168 Singhofen & Associates, Change Order #3
2. Resolution Change Order #3

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred __ Other _____

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

☒ Change Order Number: #3

☐ Supplemental Task Authorization Number:

(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: Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 / SOLICITATION NUMBER: RFQ #20-03

PROJECT NAME: Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 / CONTRACT NUMBER: BSC-20-11-168

CONSULTANT: Singhofen & Associates, Inc. / ACCOUNT NUMBER: 30.250.538.6809

REQUESTED BY: Elly Soto McKuen Public Works Department / DATE OF REQUEST: November 2, 2021

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: November 2, 2021

EXHIBIT B: COMPENSATION & METHOD OF PAYMENT: DATED: November 2, 2021

EXHIBIT C: TIME AND SCHEDULE OF PERFORMANCE: DATED: N/A

EXHIBIT D: CONSULTANT'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTOR(S): DATED: N/A

EXHIBIT E: PROJECT GUIDELINES AND CRITERIA: DATED: N/A

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.

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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)

Robert Gaylord, PE

Print Name

Date

Date Approved

11723 Orpington St., Suite 100

Address

Approved By:

Approved By:

Orlando, FL 32817

Address

City Attorney's Office

Mayor, City Council for Bonita Springs

11/08/2021

Date Accepted

Date Approved

Date Approved

Corporate Seal

Exhibit A

Scope of Professional Services Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1

Date: November 2, 2021

☒ Change Order Number: #3

☐ Supplemental Task Authorization Number:

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.

Sub-Task 2: Survey Services (new sub-task) - Surveying services for this Phase shall be prepared by Dagostino Geospatial Land Survey Services (sub-consultant). This scope of services does not include boundary, rights-of-way, or VVH surveys. No title work is anticipated for this scope of work.

Sub-Task 3: Geotechnical Services (new sub-task) - This task will provide the necessary geotechnical evaluation for analysis of the subsurface soil conditions and determine seasonal high water table elevations (SHWTE) in the project area. The geotechnical analysis will be performed by RADISE International, LC. (sub-consultant).

Sub-Task 4: Environmental Services (new sub-task) - This task includes an environmental assessment and report addressing wetland evaluations, mitigation, endangered species, and hazardous material assessments. The environmental assessment will be performed by WGI, Inc. (WGI) (sub-consultant) to assist in project permitting.

Sub-Task 5: Existing Conditions Model (modification to original sub-task) - The existing conditions model was developed under Phase 1A. The CONSULTANT will review the survey to determine if any modifications to the existing conditions model are necessary. The CONSULTANT will inform the CITY if any modifications are potential issues. The reason for this is to avoid additional cost and time related to recalculating the BCA. This scope of services does not anticipate updates to the existing conditions model based on survey or the new Digital Elevation Model (DEM).

Sub-Task 6: Design Conditions Model (modification to original sub-task)- This task includes one (1) refinement of the selected design alternative based on information provided by the future development of the area. No additional scenarios or iterations are included in this scope of services. Neither presentations nor public meetings are included in this scope of services. Note: the new DEM will not be used in the model to avoid updating the existing conditions BCA calculations.

Deliverables:

- FEMA BCA V.6.0 Exported Project (prepared under Change Order No. 2)
- Supporting documentation for the BCA
- Detailed BCA spreadsheet including DDF curve, Structure/Road details, and calculations
- Methodology/Approach for BCA development and explanation of assumptions (to be included with FEMA BCA submittal)

Sub-Task 7: Executive Summary (modification to original sub-task) - The design summary memorandum was completed under Phase 1A. The CONSULTANT will prepare an executive summary with discussions of the refinements. The executive summary will be used for permitting.

Deliverables:

- Draft electronic copy (PDF) of the Executive Summary.

Sub-Task 8 - Construction Documents 30% (new task) -The objective of this task is to prepare construction documents suitable for 30% review. Plans will be prepared on 22"x34" size paper. The 30% plan set will include drainage configuration and pond layout within the anticipated following sheets:

Index of Sheets

Cover Sheet

Typical Sections and Details

Typical Sections and Details

Project Layout Plan

Project Layout Plan

Site Grading Plan (1" = 50')

Site Grading Plan (1" = 50')

Site Grading Plan (1" = 50')

Site Grading Plan (1" = 50')

Site Grading Plan (1" = 50')

Site Grading Plan (1" = 50')

Site Grading Plan (1" = 50')

Site Grading Plan (1" = 50')

Site Grading Plan - Utility Parcel (1" = 50')

Survey

Cost Estimates: A cost estimate will be provided with submittal. No quantity computation booklet is anticipated.

Deliverables:

- Draft electronic copy (PDF) of the 30% plan set
- Electronic copy (PDF) of the cost estimate

Sub-Task 9 - Final Construction Documents (new sub-task) - The sub-task will prepare final construction documents suitable for bidding, construction, and permitting of the project. Upon the CITY's review of the 30% construction documents (Sub-Task 8) the CONSULTANT will include appropriate comments and proceed with the preparation of 60% design plans. Plans for construction of the project shall be prepared in general conformance with the FDOT Roadway Plans and Preparation Manual but may be adjusted to provide better clarification of the intent of the work. Plans will be prepared on 22"x34" size paper.

The plan set is anticipated to include the following:

No.	Sheet Title / Description
1	Cover Sheet
2	General Notes
3	Summary of Quantities / Pay Item Notes
4	Typical Sections and Details
5	Typical Sections and Details
6	Project Layout Plan
7	Project Layout Plan
8	Site Grading Plan (1" = 50')
9	Site Grading Plan (1" = 50')
10	Site Grading Plan (1" = 50')
11	Site Grading Plan (1" = 50')
12	Site Grading Plan (1" = 50')
13	Site Grading Plan (1" = 50')
14	Site Grading Plan (1" = 50')
15	Site Grading Plan (1" = 50')
16	Site Grading Plan - Utility Parcel (1" = 50')
17	Plan & Profile - Pipe East of Cockleshell Drive (1" = 20')
18	Plan & Profile - Cypress Plantations Berm / Ditch / Culvert System (1" = 20')
19	Plan & Profile - Cypress Plantations Berm / Ditch / Culvert System (1" = 20')
20	Plan & Profile - Maddox Lane & Paradise Road (1" = 20')
21	Plan & Profile - Maddox Lane & Paradise Road (1" = 20')
22	Plan & Profile - Carnoustie Court (1" = 20')
23	Plan & Profile - South Pond to North Pond Connection (1" = 20')
24	Plan & Profile - Culvert System North of Wood Ibis Ave. (1" = 20')
25	Plan & Profile - Culvert System North of Wood Ibis Ave. (1" = 20')
26	Plan & Profile - Divot Drive & Wood Ibis Ave. (1" = 20')

- 27 Plan & Profile - Divot Drive and Pond Connection (1" =20')
- 28 Plan & Profile - Pond Connection North of Wild Turkey Ave. (1" =20')
- 29 Plan & Profile - Paradise Road & Tarrah Lane Intersection (1" =20')
- 30 Plan & Profile - Paradise Road & Marlin Lane Intersection (1" =20')
- 31 Plan & Profile - Paradise Road & West Side Lane Intersection (1" =20')
- 32 Plan & Profile - Paradise Road & Wood Ibis Ave. Intersection (1" =20')
- 33-36 Drainage Structure Details
- 37-40 Cross Sections @ 100' Intervals Along Wood Ibis Pond to North Pond
- 41 Special Details - Cockleshell Drive Control Structure
- 42 Wetland Impact Map
- 43 Wetland Impact Map
- 44 Stormwater Pollution Prevention Plan Notes & Details
- 45 SWPPP Plan Layout
- 46 SWPPP Plan Layout
- 47 Traffic Control Plan
- 48 Soil Survey
- 49 Soil Survey
- 50 Soil Survey
- 51 Soil Survey
- V1 - V15 Survey

Pond and/or lake grading coordinates are included. The CONSULTANT will provide the CAD files that can be used by the Contractor to layout the pond / lake grading. Drainage structure sheets are not included in this scope of services.

Utility Identification and Notification: The CONSULTANT will notify respective utility owners of the project and associated work at the 60% construction plan submittals. The project plans will depict overhead and underground utilities on the plans. The planning of relocation efforts, identification of required relocation times, and phasing are not included in this scope of services.

90% Plans: Upon completion of the CITY's 60% review the CONSULTANT will revise and submit 90% construction plans to the CITY for review.

100% Plans: Upon completion of the CITY's 90% review the CONSULTANT will revise and submit 100% construction plans to the CITY for review.

Preparation of Provisions and Supplemental Conditions: The CONSULTANT will prepare Supplemental Specifications, Special and Technical Provisions as necessary to direct the work. Modifications to Division I of the FDOT Standard Specifications for Road and Bridge Construction are not included.

Cost Estimates: The CONSULTANT will furnish detailed construction quantities and cost estimates at each submittal phase. No quantity computation booklet is anticipated but an Excel spreadsheet that tabulates the quantities will be provided.

Deliverables:

- 60% Deliverables include:
 - Electronic copy (PDF) of the 60% construction plans (does not include structural design at 60% phase).
 - Electronic copy (PDF) of the 60% quantity estimate.
 - Copy of utility notifications.
- 90% Deliverables include:
 - Electronic copy (PDF) of the 90% construction plans.
 - Electronic copy (PDF) of the 90% Provisions and Supplemental Conditions.
 - Electronic copy (PDF) of the 90% quantity estimate.
- 100% Deliverables include:
 - Two full size (22"x34") hardcopies of the 100% construction plans
 - Electronic copy (PDF) of the 100% construction plans
 - CAD files of the 100% construction plans
 - Electronic copy (PDF) of the 100% Provisions and Supplemental Conditions
 - Electronic copy (PDF) of the 100% quantity estimate

Sub-Task 10 - Structural Engineer (new sub-task) - The CONSULTANT will coordinate with the structural subconsultant regarding the design of a head/retaining walls and control structure to ensure that the alignment and configuration of the wall matches the lines and grades of the design plans. The ENGINEER will also coordinate with the CITY during this process.

The structural design for the walls and control structure will be included in the 90% plan submittal. The structural design will be performed by the WGI, Inc. (WGI).

Sub-Task 11 - Environmental and Permit Services (new sub-task) -The CONSULTANT shall prepare and submit applications for permits necessary to construction the project and will respond to any Request for Additional Information (RAIs) from the permitting agencies. Fees for permits shall be paid by the CITY. The agencies requiring permits include South Florida Water Management District (SFWMD) Environmental Resource Permit and FDEP 404, which is a joint permit application with the SFWMD. Permit applications other than those specified above are not included in this Scope of Services.

Environmental Resource Permit (ERP)

Pre-Application Meeting: A pre-application web-based meeting will be held with SFWMD to present the design and discuss the permit requirements. The CONSULTANT will summarize the meeting and provide meeting minutes to the CITY.

Permit Application Preparation: The CONSULTANT shall prepare and submit permit packages to the SFWMD. The CONSULTANT will monitor the permit throughout the approval process and will respond to requests for additional information. The permit application shall be submitted upon completion of the 60% plan set.

FDEP 404 Permit

Permit Application Preparation: The ERP is supposed to be a joint permit application with the SFWMD. FDEP has additional questions to address, and the CONSULTANT shall prepare and submit the package to FDEP. The CONSULTANT will monitor the permit throughout the approval process and will respond to requests for additional information. The permit application shall be submitted upon completion of the 60% plan set.

Other Permits

The NPDES (Construction) Permit shall be the responsibility of the Contractor. No other permits are included in this Scope of Services.

Deliverables:

- ERP application package.
- FDEP application package.
- Review and copies of any RAI responses.

Sub-Task 12 - Final Deliverables (modification to original sub-task) - Upon completion of the work, the CONSULTANT will deliver the following of all the original and final models:

- One hardcopy of the Executive Summary
- One electronic copy (PDF) of the Executive Summary
- One electronic (PDF) of the construction plans
- One electronic (PDF) signed & sealed set of construction plans
- One (1) set of signed and sealed final construction plans at full scale (22" x 34")
- Three (3) sets of unsigned construction plans at full scale (22" x 34").
- One electronic copy of the construction plans in AutoCAD® format
- An electronic deliverable with pertinent GIS files and ICPR4 Models will be provided

Exhibit B

Compensation and Method of Payment Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1

Date: November 2, 2021

☒ Change Order Number: #3

☐ Supplemental Task Authorization Number:

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)
Sub-Task 1 & 2	Data Collection and Survey Services	\$23,944.00	NTE	
Sub-Task 3	Geotechnical Services	\$24,423.15	NTE	
Sub-Task 4	Environmental Services	\$42,550.00	NTE	
Sub-Task 5	Existing Conditions Model	\$700.00	NTE	
Sub-Task 6	Design Conditions Model	\$5,760.00	NTE	
Sub-Task 7	Executive Summary	\$6,084.00	NTE	
Sub-Task 8	Construction Documents 30%	\$40,492.00	NTE	
Sub-Task 9	Final Construction Documents	\$90,320.00	NTE	
Sub-Task 10	Structural Engineer	\$30,172.00	NTE	
Sub-Task 11	Environmental and Permit Services	\$11,353.00	NTE	
Sub-Task 12&13	Final Deliverables and Teams Meetings	\$7,578.00	NTE	
TOTAL		\$283,376.15		

Compensation and Method of Payment – Page 2
Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1

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
	Original Contract	\$152,163.00			\$152,163.00
CO #1	Time Extension			\$0.00	\$ 0.00
CO #2	Sub-Tsk 4: Design Conditions Model Development and Analysis Sub-Tsk 5: Brief Technical Memorandum		\$26,822.00		\$26,822.00
CO #3	Sub-Task 1 - 13			\$283,376.15	\$283,376.15
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
TOTAL		\$152,163.00	\$26,822.00	\$283,376.15	\$462,361.15

Exhibit C

Time and Schedule of Performance
Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1

Date: November 2, 2021

☒ Change Order Number: #3

☐ Supplemental Task Authorization Number:

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
Sub-Tasks 1-13	Data Collection, Geotechnical, Environmental, Existing Conditions, Design Conditions Model Development and Analysis, Executive Summary, Construction Documents 30%, Final Construction Documents, Structural Engineering, Environmental and Permit Services, Final Deliverables, Meetings	90	120

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Time and Schedule of Performance – Page 2
Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1

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/Bonita Springs Golf Course Flood Improvement Project, Phase 1

Date: November 2, 2021

☒ Change Order Number: #3

☐ Supplemental Task Authorization Number:

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
Survey Services	Dagostino Geospatial 10981 Bonita Beach Road SE Bonita Springs, FL 34135	Yes
Geotechnical Services	Radise International 4152 W Blue Heron Blvd, Suite 1114 Riviera Beach, FL 33404	Yes
Environmental Services Structural Services	WGI, Inc. 2035 Vista Parkway West Palm Beach, FL 33411	Yes

EXHIBIT E

Project Guidelines and Criteria
Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1

Date: November 2, 2021

☒ Change Order Number: #3

☐ Supplemental Task Authorization Number:

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:

Singhofen & Associates, Inc.

Company Name

783377690

DUNS Number



Signature

11/08/2021

Date

Robert Gaylord, PE

Print Name

11723 Orpington Street, Suite 100

Street Address

Orlando

FL

32817

City

State

Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name

Date

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21 –

RESOLUTION APPROVING CHANGE ORDER NO.3 FOR THE SPRING CREEK/BONITA SPRINGS GOLF COURSE FLOOD IMPROVEMENT PROJECT, PHASE 1 WITH SINGHOFEN & ASSOCIATES, INC. FOR CONSTRUCTION DESIGN AND PERMITTING IN THE AMOUNT OF \$283,376.15, BRINGING THE TOTAL AMOUNT FOR THE SPRING CREEK/BONITA SPRINGS GOLF COURSE FLOOD IMPROVEMENT PROJECT TO \$462,361.15

WHEREAS City staff has budgeted funds for design services for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project.

WHEREAS during the June 2, 2021, City Council meeting staff was directed to work with Singhofen & Associates, Inc. to provide additional technical assistance and support during negotiations/conversations with the Bonita Springs Golf Course property owner.

WHEREAS Singhofen & Associates, Inc. submitted a proposal in the amount of \$283,361.15 for additional services.

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

Section 1. Accept Change Order #3 from Singhofen & Associates, Inc.

Section 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of November 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr _____
Corrie _____
Forbes _____
Gibson _____

Purdon _____
Quaremba _____
Steinmeyer _____

Date filed with City Clerk: _____

REQUESTED MOTION: Approve purchase agreements with three (3) property owners in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program.

REQUESTOR: Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

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

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

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

With the demolition of these structures and recently sent flyers to property owners in the neighborhood, staff expects more homeowners to come forward to participate in the program.

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

STAFF RECOMMENDATION: Approve purchase agreements with three (3) property owners in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program.

ATTACHMENTS:

- | | |
|--------------------------------|--------------------------------|
| 1. 2021-001 Purchase Agreement | 2. 2021-002 Purchase Agreement |
| 3. 2021-003 Purchase Agreement | 4. Senate Bill 966 |

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2021, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER");

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

The SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the B 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's 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:

[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 Fifteen Thousand Dollars and Zero Cents (\$315,000.00) 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 agrees to deliver a good and sufficient general warranty deed conveying marketable title.
 - It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the CITY, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
4. **PROGRAM INCENTIVE.** In addition to the fair market offer identified above presented for the valuation of the above referenced legal description, and by participating in the VHBP, the SELLER may be eligible for additional housing incentive awards. The VHBP is offering Housing Replacement Incentives. The City has determined that the SELLER may qualify for up to **\$25,000.00**, pending final verification of incentive requirements.

4.1 The SELLER is eligible for up to \$25,000 in additional assistance as a Housing Replacement Incentive. The purpose of the incentive is to encourage maximum participation by property owners and removal of as many properties as possible from high flood risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the incentive:

- Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the City's jurisdiction for construction of a new home (a construction date must be provided), or the homeowner has purchased a newly





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

constructed or existing home located outside of a floodplain or a lower flood risk area in the City of Bonita Springs' jurisdiction. The City will review the location to ensure the new location is outside a flood prone area and will complete a HUD established 58.6 checklist on the new home or lot.

- b. The homeowner's yearly **income is at or below the HUD income requirements** in order to qualify for the incentive.

5. CONTINGENCIES.

- a. SELLER shall vacate the property within 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. 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.
- c. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.

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 five (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.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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 agrees 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, Florida or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 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
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 BUYER and the SELLER.
12. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the BUYER 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 BUYER and the SELLER.
13. 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.
14. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **January 31, 2022** unless accepted or countered by SELLER in written form prior to such time. If SELLER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.





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

15. 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.
16. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last of the SELLER and the CITY has signed this Agreement.

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

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

IN WITNESS WHEREOF, the SELLER has 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

11/01/21

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By:

Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____

City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

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

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

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

The SELLER 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 DEO.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

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

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

If the SELLER hereafter receives any Proceeds for the same purpose as the Program, the SELLER agrees 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

Signature

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2021, 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");

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

The SELLERS acknowledges that the above-referenced property was 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 is 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.

SELLERS understands this is a voluntary transaction and that SELLERS 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 SELLERS 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 SELLERS' 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:



Bonita Springs, FL 34135

The SELLERS 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:





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

3. **CONSIDERATION.** The SELLERS 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 Two Hundred Eighty Thousand Dollars and Zero Cents (\$280,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement.

- a. The SELLERS 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 SELLERS until title has been conveyed to the CITY.
- c. The SELLERS agrees to deliver a good and sufficient general warranty deed conveying marketable title.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS 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 SELLERS for relocation purposes. Additionally, SELLERS 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 SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.

4. **PROGRAM INCENTIVE.** In addition to the fair market offer identified above presented for the valuation of the above referenced legal description, and by participating in the VHBP, the SELLERS may be eligible for additional housing incentive awards. The VHBP is offering Housing Replacement Incentives. The City has determined that the SELLERS may qualify for up to **\$10,000.00**, pending final verification of incentive requirements.

4.1 The SELLERS are eligible for up to \$10,000 in additional assistance as a Housing Replacement Incentive. The purpose of the incentive is to encourage maximum participation by property owners and removal of as many properties as possible from high flood risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the incentive:





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- a. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the City's jurisdiction for construction of a new home (a construction date must be provided), or the homeowner has purchased a newly constructed or existing home located outside of a floodplain or a lower flood risk area in the City of Bonita Springs' jurisdiction. The City will review the location to ensure the new location is outside a flood prone area and will complete a HUD established 58.6 checklist on the new home or lot.
- b. The homeowner's yearly income **exceeds the HUD income requirements** in order to qualify for the incentive.

5. CONTINGENCIES.

- a. SELLERS shall vacate the property within ninety (90) days from the date of this contract or by the settlement date, whichever is soonest. If SELLERS does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. 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.
- c. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLERS acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.

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

7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill five (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 SELLERS to pay all taxes and assessments outstanding as liens at





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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 SELLERS expressly agrees herein to furnish to the CITY any documents in SELLERS's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS 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, Florida or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.

10. ACKNOWLEDGEMENTS. The SELLERS 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 SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property

11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between BUYER and the SELLERS.

12. VACANCY INSPECTION. The SELLERS acknowledges and agrees that on the Vacancy Inspection date, the BUYER 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 BUYER and the SELLERS.

13. SELLERS CLOSING ACTION ITEMS. The SELLERS agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLERS 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.

14. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **January 31, 2022** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.

15. 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.
16. The SELLERS shall close any open building permits or code enforcement proceedings prior to closing.
17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last of the SELLERS and the CITY has signed this Agreement.

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

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

IN WITNESS WHEREOF, the SELLERS has hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLERS 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.

SELLERS: [REDACTED]

Signature [REDACTED]

11-10-2021

Date

SELLERS: [REDACTED]

Signature [REDACTED]

11-10-2021

Date

SELLERS: [REDACTED]

Signature [REDACTED]

4-11-21

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: _____

Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____

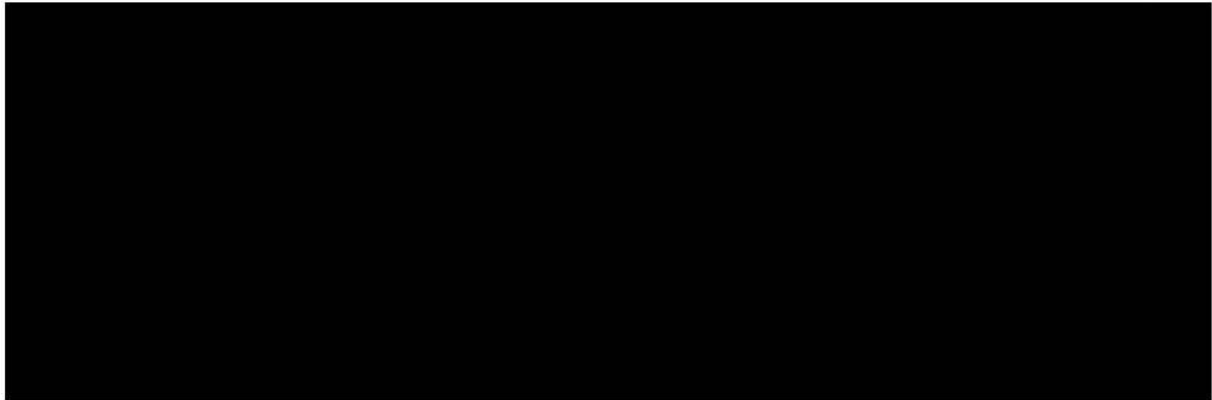
City Attorney's Office





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

Exhibit A
Metes and Bounds Property Description
[REDACTED] Bonita Springs, FL 34135





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

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

- A. If Proceeds are received by the SELLERS 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 SELLERS 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 SELLERS must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS 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 SELLERS' assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.

If requested by the City, the SELLERS 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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLERS 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 SELLERS 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 SELLERS's consent to such company or entity to release said information to the City.

The SELLERS 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 SELLERS hereafter receives any Proceeds for the same purpose as the Program, the SELLERS agrees 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.

SELLER:

[Redacted]

[Redacted]

Signature

[Redacted]

Print Name

SELLER:

[Redacted]

[Redacted]

Signature

[Redacted]

Print Name

SELLER:

[Redacted]

[Redacted]

Signature

[Redacted]

Print Name

PROGRAM STAFF

Signature

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 the SELLERS through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

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

Please complete the following items before the Vacancy Inspection:

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this 1st day of November, 2021, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

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

The SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the B 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's 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:



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 Two Hundred Ninety Thousand Dollars and Zero Cents (\$290,000.00) 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 agrees to deliver a good and sufficient general warranty deed conveying marketable title.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLER is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLER for relocation purposes. Additionally, SELLER shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the CITY, related to this property which may be claimed by SELLER after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.

4. PROGRAM INCENTIVE. In addition to the fair market offer identified above presented for the valuation of the above referenced legal description, and by participating in the VHBP, the SELLER may be eligible for additional housing incentive awards. The VHBP is offering Housing Replacement Incentives. The City has determined that the SELLER may qualify for up to **\$10,000.00**, pending final verification of incentive requirements.

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The following items must be met to be eligible for the incentive:

- a. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the City's jurisdiction for construction of a new home (a construction date must be provided), or the homeowner has purchased a newly





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

constructed or existing home located outside of a floodplain or a lower flood risk area in the City of Bonita Springs' jurisdiction. The City will review the location to ensure the new location is outside a flood prone area and will complete a HUD established 58.6 checklist on the new home or lot.

- b. The homeowner's yearly **income exceeds the HUD income requirements** in order to qualify for the incentive.

5. CONTINGENCIES.

- a. SELLER shall vacate the property within 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. 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.
- c. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.

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CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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 agrees 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, Florida or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.
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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 BUYER and the SELLER.
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**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

15. 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.
16. The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
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This space has intentionally been left blank.





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

IN WITNESS WHEREOF, the SELLER has 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

11/1/2021

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office

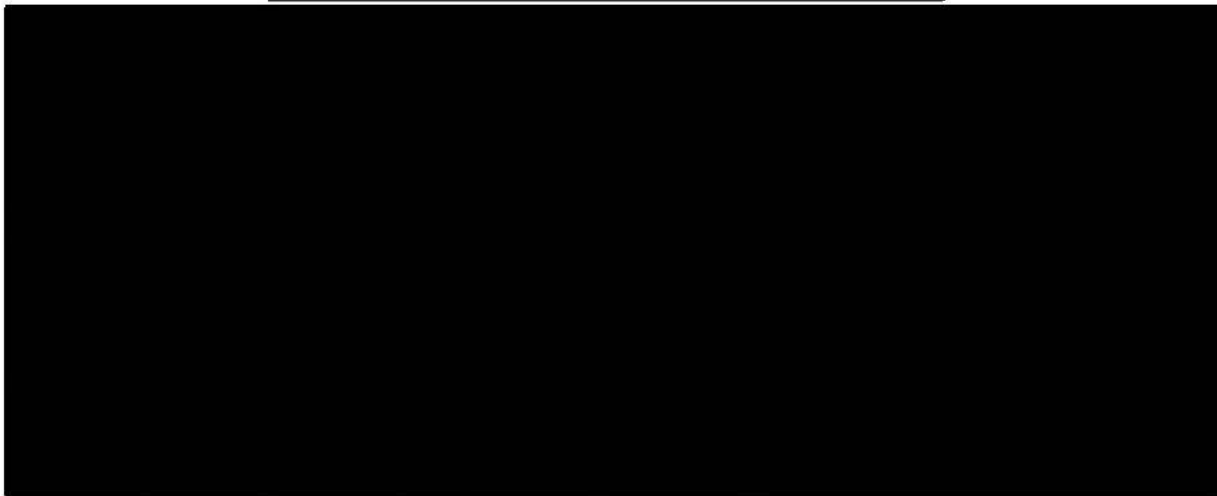
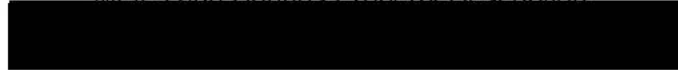




CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A

Metes and Bounds Property Description





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

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

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

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

The SELLER 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 DEO.

If requested by the City, the SELLER agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

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

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

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

This space intentionally left blank





**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

Signature

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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



2020966er

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

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

2020966er

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

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

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

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

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

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

2020966er

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

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

REQUESTED MOTION: Authorize staff to execute a contract with Wright Construction to replace and refurbish generators and approve a budget resolution for \$326,560.

REQUESTOR: Lora Taylor

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND: Authorize staff to execute a contract with Wright Construction to replace and refurbish generators for City Hall and the Rec Center and approve a budget resolution for \$326,560. The attached proposed estimate from Wright Construction includes:

All Preconstruction Services and Bid Process

- a. Project General Requirements
- b. All City of Bonita Springs Building Permits
- c. Construction Services
- d. Warranty and Closeout Documents

Preliminary Summary of Work

- Miscellaneous project requirements including design and permit services, quality control and testing services, rental equipment and fire watch.
- Demolition and site restoration as needed and fuel management/disposal.
- Concrete - provide concrete housekeeping pad at the Parks and Rec Center and repairing sidewalks as needed.
- Electrical including all temporary and preliminary requirements, coordination with FPL, furnish and install new generator (City Hall), furnish, and install refurbished generator (Rec. Center), all wiring, connections and testing, generator start-ups by factory trained technician, all inspections and owner training.

There is currently \$300,000 in line item 30.270.519.4935 for the City Hall portion of this project in fiscal year 2021/2022. Attached is a budget resolution for \$326,560, which provides for the total project cost of \$626,560 including contingency funds.

Attached:

- 1) Wright Construction Estimate
- 2) Budget Resolution

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



October 19, 2021

City of Bonita Springs
9101 Bonita Beach Rd. SE
Bonita Springs, FL 34135

Attention: Ms. Lora Taylor
Director of Communications
Regarding: City Hall: Install New Generator: Budget Estimate
Recreation Center: Install Refurbished Generator: Budget Estimate

Dear Ms. Taylor,

Wright Construction Group (WCG) would like to thank you for this opportunity to provide you with our Budget Estimates for the requested work.

Our Preliminary Budget Estimate includes Estimated Costs, based on:

1. Our understanding of the project needs without specific design information or bid documents
2. Our understanding of the City Hall and Recreation Center Facilities
3. Budget pricing from vendors for miscellaneous services and equipment
4. Budget pricing from Electrical Subcontractors, assuming a turn-key contract

After Design and Permit Documents are completed, WCG will provide a GMP Proposal to include all equipment, labor, materials, subcontractor participation, project management and supervision required.

- Provide all General Conditions including Project Manager and Superintendent
- All required Insurances and Bond
- Provide all Design Services, Permits, and Temporary Equipment

- PRELIMINARY SUMMARY OF WORK

- Div. 01 Miscellaneous Project Requirements

- a. Design and Permit Services
 - b. Quality Control and Testing Services
 - c. Rental Equipment
 - d. Fire Watch

- Div. 02 Demolition and Site

- a. Demolition and Site Restoration as needed
 - b. Fuel Management / Disposal

- Div. 03 Concrete

- a. Provide concrete housekeeping pad at the Rec. Center
 - b. Repair Sidewalks as needed

Div. 26 Electrical

- a. All temporary and preliminary requirements
- b. Coordination with FPL
- c. Furnish and install new generator (City Hall)
- d. Furnish and install refurbished generator (Rec. Center)
- e. All wiring, connections, and testing
- f. Generator start-ups by factory trained technician
- g. All inspections
- h. Owner Training

Our Proposed Budget Estimate includes:

- a. All Preconstruction Services and Bid Process
- b. Project General Requirements
- c. All City of Bonita Springs Building Permits
- d. Construction Services
- e. Warranty and Closeout Documents

Estimated Timeline:

A. Preconstruction

- a. Design 6 weeks
- b. Bid Process 3 weeks
- c. GMP 2 weeks
- d. Council Approval 2 weeks
- e. Permit 6 weeks

B. Construction

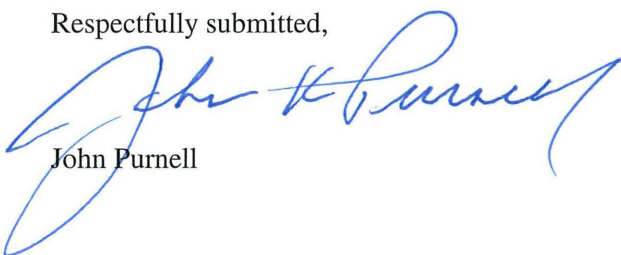
- f. Contracts/Submittals 0 weeks [S/S with Permit]
- g. Generator Lead Time 15 weeks [S/S with Permit]
- h. City Hall Work 1 week
- i. Refurbish Old Generator 9 weeks
- j. Rec Center Work 2 weeks [3-4 weeks total, 2 weeks after deliver]
- k. Inspections/Closeout 2 weeks
- l. TOAL TIMELINE 48 weeks

Budget Estimate:	Preconstruction Services	\$65,400.00
Budget Estimate:	Construction – City Hall	\$241,420.00
Budget Estimate:	Recreation Center	\$250,700.00

Our Budget Estimate for all work as defined above is: \$561,563.00 (Five hundred sixty one thousand five hundred sixty three and 00/100 dollars)

Please contact me with any questions or comments regarding this proposal

Respectfully submitted,



John Purnell

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE FIRST BUDGET AMENDMENT FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2021, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2022, Fiscal Year 2021-2022; and

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

WHEREAS, funding for the additional budgeted expenditures of \$326,560 is available in unassigned fund balance;

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

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

2. The City Council authorizes a budget amendment in line item 30.270.519.4935 for \$326,560 in additional budgeted expenditures funding from the General Fund, unassigned fund balance.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of November, 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Quaremba
Purdon
Carr
Corrie

Gibson
Forbes
Steinmeyer

Date filed with City Clerk: _____

REQUESTED MOTION: Approve Resolution for the final budget amendment for fiscal year 2020-2021

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

AGENDA: Consent

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

As outlined in section 46(d) of the City Charter, provide for the transfer of all or part of any unrestricted appropriations from one department to another.

Florida Statutes §166.241 allows a municipality to amend a budget within 60 days following the fiscal year end.

Attached is a Budget Transfer Resolution to increase/decrease the budgets for certain expenditure accounts, and to transfer funding among expenditure accounts to fund certain accounts requiring additional budget, with an effective date retroactive to September 30, 2021.

STAFF RECOMMENDATION:

Approve Resolution

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 16, 2020, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2021; and

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

WHEREAS, Florida Statutes, 166.241 allows a municipality to amend a budget within 60 days following the fiscal year end; and

WHEREAS, funding for the additional budgeted expenditures in the Building Fee Fund of \$40,010 is available;

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

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

2. The City Council authorizes a budget amendment as follows:

Building Fees Fund

19.210.524.3400	Building contractual services	\$ 5,370
19.210.524.3426	Software maintenance	32,560
19.210.524.3429	Central locating services	<u>2,080</u>
	Total Building Fee Funds	<u>\$40,010</u>

General Fund Allocation of Pay for Performance

00.201.512	City Manager	\$ 4,220
00.230.524	Neighborhood Services	7,900
00.240.513	Information Technology	2,200
00.250.541	Public Works	14,660
00.301.514	City Attorney	2,530
00.401.513	Administrative Services	6,740
00.430.513	Communications	6,270
00.501.513	Finance	8,320
00.601.572	Parks & Recreation	7,390
00.602.572	Recreation Center	1,680
00.604.572	Community Pool	3,090
00.270.519.4910	Pay for Performance	<u>(65,000)</u>
	Total General Funds	<u>\$ 0</u>

3. Effective date. This Resolution shall become effective retroactive to September 30, 2021.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of November, 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Quaremba
Purdon
Carr
Corrie

Gibson
Forbes
Steinmeyer

Date filed with City Clerk: _____

REQUESTED MOTION: Approve hazard mitigation project list for inclusion in the 2017 Lee County Joint Unified Local Mitigation Strategy Plan Update.

REQUESTOR: Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

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

BACKGROUND: Lee County is currently updating the 2017 Joint Unified Local Mitigation Strategy (LMS) Plan. The cities of: Estero, Sanibel, Fort Myers Beach, Fort Myers, Cape Coral, and Bonita Springs, along with Lee County are participating in updating the plan. A draft of the plan will be available for review and approval by all local entities prior to submitting the plan to the Florida Division of Emergency Management.

As part of the plan update is the creation of a list of projects for FEMA consideration should funding become available.

Staff suggests the following projects (no priority order):

1. Mobile Home Elevations - \$5.0 million – elevating mobile homes to reduce/eliminate future flooding in structures
2. Voluntary Home Buyout Program - \$13.0 million – continue the home buyout program in flood prone areas
3. Old City Library Building Hurricane Hardening Project - \$4.0 million – new roof, electric, plumbing, ADA bathrooms, finish floor elevations, fire suppression, etc. improvements

STAFF RECOMMENDATION: Recommend staff suggested projects be included in new LMS Plan.

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Approve Fair Productions LLC Bonita Holiday Festival special event application.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

Fair Productions LLC would like to host a Bonita Holiday/Christmas Family Fair at the Bonita Springs Poker Room site. The festival is proposed from December 17, 2021, through January 2, 2022, and will run weekdays from 5pm – 9pm and weekends 3pm – 10pm. The event will include amusement rides, entertainment, circus, attractions, and food and will be advertised via radio spots. The organizer has permission to use the Bonita Springs Poker Room property and has met with LCSO to coordinate traffic flow.

If the event is successful, Fair Productions LLC would like to offer it annually as it has done at Fort Myers Jet Blue Park since 2013.

Staff recommends not permitting the amplified sound to exceed 65 dB from the point of the closest residence during the duration of the event.

STAFF RECOMMENDATION: Approve Fair Productions LLC Bonita Holiday Festival special event application.

ATTACHMENTS:

1. Special Event Application

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred __ Other _____

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 21-11-256
November 17, 2021

REQUESTED MOTION: Proclamation recognizing the week of October 23rd to the 31st as Red Ribbon Week in the City of Bonita Springs.

REQUESTOR: Council Member Jesse Purdon, District 2

AGENDA: Presentations

STRATEGIC PRIORITY:

BACKGROUND:

I received a request for a Proclamation from the City in recognition of Red Ribbon Week in furtherance of substance use prevention in Lee County. Deborah Comella, Executive Director of the Lee County Coalition for a Drug-Free Southwest Florida, will be in attendance to accept.

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Receive presentation from Lee County and accept Interlocal Agreement for Transit Service between Lee County and the City of Bonita Springs.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Presentation

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: This Interlocal Agreement allows for the traditional North/South Bus Route 600 to operate within the City of Bonita Springs, and provide inter-connectivity with Collier County, as well as providing a new type of *on demand, curb to curb* transit service within Bonita Springs, known as ULTRA. This will be a first for Lee County Transit and will provide residents with an increased level of transit service.

STAFF RECOMMENDATION: Receive presentation from Lee County and accept Interlocal Agreement for Transit Service between Lee County and the City of Bonita Springs.

ATTACHMENTS:

1. Lee County Interlocal Agreement for Transit Services

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other_____

**INTERLOCAL AGREEMENT FOR TRANSIT SERVICE
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE CITY OF BONITA SPRINGS, FLORIDA**

THIS INTERLOCAL AGREEMENT ("*Interlocal Agreement*") is made and entered into this _____ day of _____, 2021, by and between **Lee County**, a political subdivision and charter county of the State of Florida (hereinafter referred to as "*County*"), acting by and through its **Board of County Commissioners**, the governing body thereof, and the **City of Bonita Springs**, a municipal corporation of the State of Florida (hereinafter referred to as "*City*"), acting by and through its **City Council**, the governing body thereof (collectively the "*Parties*" hereto).

RECITALS:

WHEREAS, both the County and City are duly empowered pursuant through Florida Statutes, in particular, §163.01, Florida Statutes, as amended, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the City desires transit service to provide transportation opportunities, reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and

WHEREAS, transit service provides an alternative mode of transportation to the City; and is an important step towards solving the traffic congestion problems in the City; and

WHEREAS, the County and City are working in partnership to ensure the successful transit service to the City; and

WHEREAS, the County and City find that entering into this Interlocal Agreement serves a public purpose and is to the benefit of the public.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

SECTION ONE: PURPOSE

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which the Parties will provide a program for transit service to the citizens of Bonita Springs.

The Parties agree that the above named County and City will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

SECTION TWO: OPERATION, SERVICE AREA AND FARES

- A. County will provide a vehicle suitable for demand response transit service.
- B. It is the intent that all transit services under this Interlocal Agreement shall be provided solely by the County. If deemed necessary, the County may use subcontractors to provide these services under this Interlocal Agreement, and will notify the City if County-owned vehicles and/or personnel are unavailable to provide the services specified in this Interlocal Agreement.
- C. County will provide demand response curb-to-curb transit service to Bonita Springs and control the area as identified in Exhibit A. Service will operate from approximately 7:00 a.m. to 6:00 p.m., Monday through Sunday excluding Thanksgiving Day, Christmas Day, Memorial Day, Labor Day, Independence Day and New Year's Day. Service will be provided through a mobile application or by phone request on a first come first serve basis.
- D. County will control the City Route 600 as identified in Exhibit A. The North-South Route 600 from Lee County to Collier County will operate from approximately 5:55 a.m. to 7:55 p.m., Monday through Saturday, and 7:25 a.m. to 4:35 p.m. on Sunday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service is provided every 90 minutes on US 41 from Coconut Point Mall in Bonita Springs to Old 41 to Bonita Beach Road to US 41 South to Immokalee Road in Naples. The route connects to Route 240 at Coconut Point Mall. Route 240 provides connections to the rest of the County throughout the day.
- E. County will provide door-to-door ADA Paratransit service within the area designated in Exhibit A. ADA service is not available north of Immokalee Road within Collier County.
- F. All fare changes to passengers along the designated route will be based upon the County's current fare structure.
- G. Nothing herein shall limit County from adopting or amending fares and related rules applicable to the services provided by the County.

SECTION THREE: RIGHTS AND RESPONSIBILITIES

- A. County will provide a vehicle necessary to service the County/City area identified in Exhibit A.
- B. County will be responsible for all fuel, maintenance, repairs, and insurance of the vehicles and its operators while the County/City service is being provided.
- C. County will be responsible for maintaining all bus stops, shelters, benches and related amenities including trash collection, along the any designated bus route

600 within Bonita Springs. Parties will coordinate with each other to monitor the appearance of said amenities.

SECTION FOUR: PROMOTION OF TRANSIT SERVICES

- A. County shall provide marketing efforts throughout the County and the City for the purpose of actively promoting use of transit related service on vehicles and at bus stops.
- B. Selling of advertising on the buses and vehicles shall be the right and responsibility of the County and any advertising revenues shall accrue to the County.

SECTION FIVE: COST OF SERVICE; FUNDING SOURCE

- A. The amount of the subsidy for the term of this Interlocal Agreement will be in the amount of \$100,000 and will be billed quarterly to the City in advance of service, commencing on January 30, 2022, and due within thirty (30) days. The cost breakdown is for one vehicle and specified in Exhibit B. The cost will be recalculated if an additional vehicle is needed or requested based on rider demand.
- B. In the event the County has a major service interruption, the service cost will be reduced by the number of hours service was unavailable times the hourly service rate specified in Exhibit B.
- C. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated; City shall reimburse and repay the County.

SECTION SIX: MONITORING AND AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by representative(s) of either the City or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Parties offices.

SECTION SEVEN: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

- A. All modifications or amendments to this Interlocal Agreement must be in writing signed by both Parties with the same formality as that contained herein.
- B. If both Parties agree, any disputes arising from this Interlocal Agreement which cannot be resolved by the Parties may be settled through voluntary mediation. The Parties may also utilize any other legal remedies available under Florida law to either Party with respect to the disputed matters.

- C. Either Party may terminate this Interlocal Agreement for any reason by giving the non-terminating party ninety (90) days written notice of its cancellation. In the event of termination, the City will be responsible for paying any costs per this Interlocal Agreement incurred up to the date of termination.

SECTION EIGHT: LIABILITY

The Parties agree that by execution of the Interlocal Agreement no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in §768.28, Florida Statutes, as it may be revised or amended from time to time.

SECTION NINE: NOTICES

All notices to the City and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit with Federal Express, or any other nationally recognized carrier, and shall be directed to the following address:

For the City: City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34145

For the County: Transit Director
LeeTran
3401 Metro Parkway
Fort Myers, FL 33901

SECTION TEN: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on January 30, 2022, and continue through January 29, 2023. If said execution of Interlocal Agreement occurs after January 30, 2022, it shall become retroactive with all terms and conditions having the effective date of January 30, 2022.

SECTION ELEVEN: SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

SECTION TWELVE: FILING

This Interlocal Agreement and any subsequent amendments shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

IN WITNESS WHEREOF, the PARTIES have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST: City Clerk

CITY OF BONITA SPRINGS

By: _____
[Signature]

[Type or print name]
Clerk

By: _____
[Signature]

[Type or print name]
Mayor

Approved as to form:

City Attorney

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
[Signature]

[Type or Print Name]

BY: _____
[Signature]

[Type or print name]

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY:

By: _____
Lee County Attorney's Office

Attachments:
Exhibit A – Service Area
Exhibit B - Cost of Service

Exhibit A

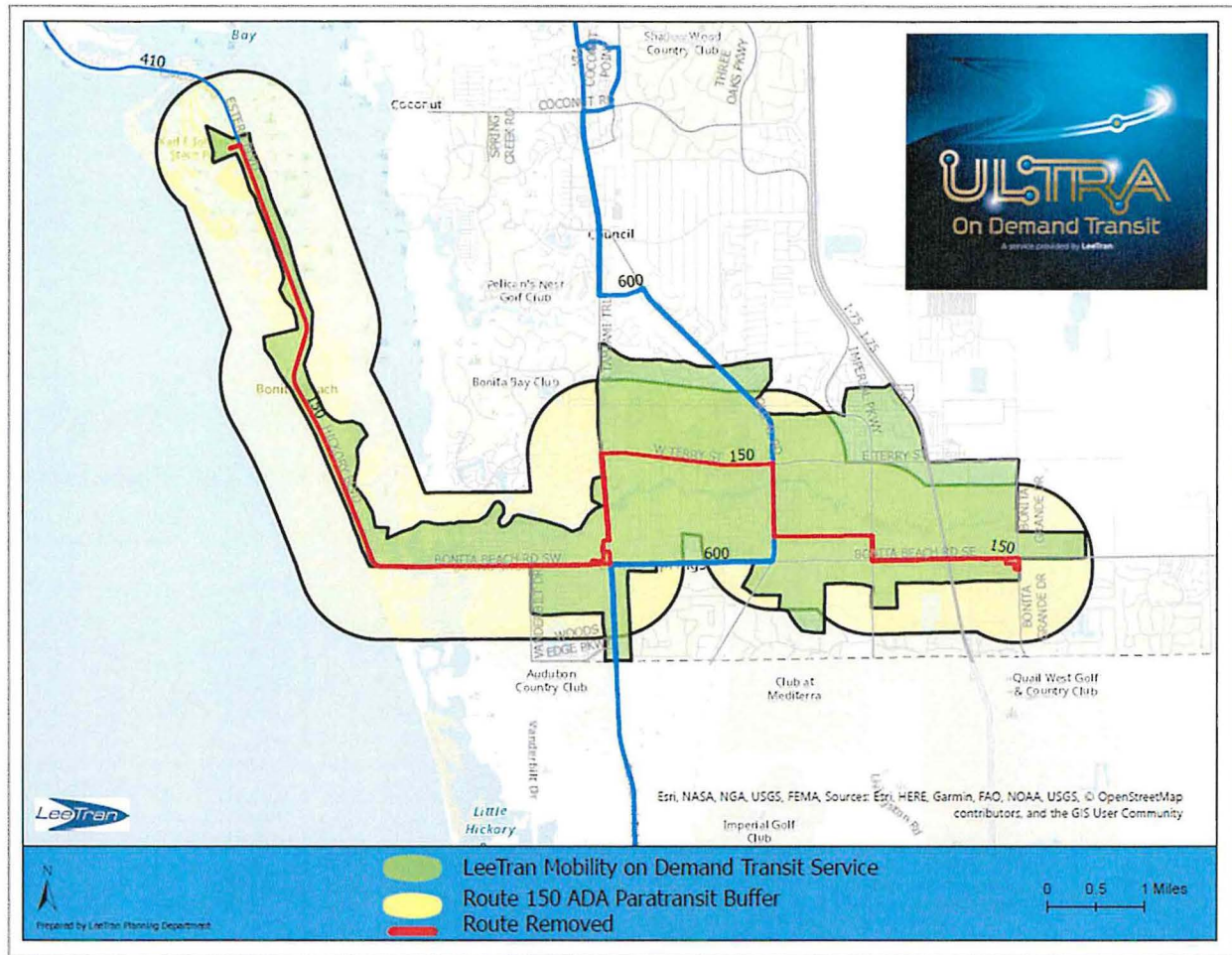


Exhibit B

FY22 Bonita Springs Demand Response Transit										
Monday through Sunday Service										
	Peak Vehicle	Cost Per Hour	Hours Mon-Sun	Days Mon-Sun	Annual Hours	Cost Per Mile	Daily Revenue Miles	Total Cost		
Vehicle 1										
Bonita Springs	\$ 32,054.04	\$ 29.8703	4.50	359	1,614.64	\$ 0.8355	23,599	\$	100,000	
Lee County	\$ 60,595.81	\$ 29.8703	8.50	359	3,052.36	\$ 0.8355	44,611	\$	189,043	
SUB-TOTAL	\$ 92,649.85	\$ 29.8703	13.00	359	4,667	\$ 0.8355	68,210		289,042.69	
TOTAL Vehicle 1	\$ 92,649.85	\$ 29.8700	13.00	359	\$ 4,667	\$ 0.8400	68,210		289,042.69	
Mon through Sun service excluding 6 holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas)										
* Costing based Full Cost Allocation Model FY21 and includes deadhead time to route										

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 21-11-255
November 17, 2021

REQUESTED MOTION: Presentation by John Jenkins, Executive Director of Bonita Springs Utilities, on existing septic systems and collection infrastructure in the City.

REQUESTOR: Arleen Hunter, City Manager

AGENDA: Presentations

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

Multiple Council Members have reached out to Mr. Jenkins regarding the existing conditions of septic sewer systems and sewer collection infrastructure. Mr. Jenkins will provide an overview of current conditions and will be available to answer any questions from Council.

STAFF RECOMMENDATION: Receive presentation.

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Discussion of potential uses for Goodbread Grocery site.

REQUESTOR: Mayor Steinmyer

AGENDA: Mayor & Council Member items

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

At our previous Council meeting, I stated my intent to bring forward this item for Council to have a discussion regarding the City's intentions or ideas for potential use of the Goodbread Grocery. For Council's review, attached is the presentation of plans previously provided by City architect Sam Vincent.

The Goodbread Grocery is part of the City's Capital Improvement Plan with approximately \$298,100 currently budgeted, with an additional \$100,000 being added in each of the next two years.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Goodbread Grocery PowerPoint
-

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred __ Other _____









**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 21-11-249
November 17, 2021

REQUESTED MOTION: Discussion of a volunteer group to assist with the maintenance of Bonita Nature Place Trail and Cullum's Trail.

REQUESTOR: Mike Gibson, Deputy Mayor

AGENDA: Mayor & Council Member items

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

I wanted to share with City Council that I received correspondence from a member of the Bicycle Pedestrian Advisory Committee, Tim Dempsey, requesting an opportunity to meet with staff regarding the possibility of organizing a group of volunteers to assist with the maintenance and preservation of both the Bonita Nature Place Trail and Cullum's Trail.

On November 8, 2021, staff and I met with Mr. Dempsey to discuss his ideas and plans for his efforts for trail preservation and maintenance of the Bonita Nature Place Trail as well as Cullum's Trail. He is proposing to organize volunteers to provide clean-up of these trails in conjunction with our city's procured environmental vendor as well as Parks and Recreation staff for trail clean up and maintenance. Mr. Dempsey would coordinate any future clean-ups or volunteer activities through staff.

STAFF RECOMMENDATION: Council's pleasure.

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 21-11-253
November 17, 2021

REQUESTED MOTION: Discussion regarding request from Village of Estero for a meeting to discuss Coconut Road.

REQUESTOR: Amy Quaremba, Council Member, District 1

AGENDA: Council Member Items

STRATEGIC PRIORITY: #6 Council Relations

BACKGROUND:

In February 2020, the City Council appointed me as liaison for the City in discussions with the Village of Estero regarding Coconut Road. Presently, the Village has reached out to me and staff requesting a meeting to discuss planning efforts and traffic management for Coconut Road. Prior to accepting the meeting, I wish to discuss this request with Council so that I am able to adequately represent the Council's position.

STAFF RECOMMENDATION: Council's Pleasure

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



Joanne Ribble
District One

Larry Fiesel
District Two

Jon McLain
Vice Mayor
District Three

Katy Errington
Mayor
District Four

Jim Boesch
District Five

Jim Ward
District Six

Jim Wilson
District Seven

Steve Sarkozy
Village Manager

Burt Saunders
Village Attorney

October 26, 2021

The Honorable Mayor and City Council Members
City of Bonita Springs
c/o Ms. Arlene Hunter
City Manager
9101 Bonita Beach Road
Bonita Springs, FL 34135

Dear Arlene:

We understand that London Bay's "Bayview on Estero Bay" project is scheduled for the second reading and public hearing at the City Council on November 3, 2021. During the review process, neighbors of the project along Coconut Road have voiced concerns about increasing traffic impacts and issues on Coconut Road.

While the project is located in the City of Bonita Springs, Coconut Road is primarily owned and maintained by the Village of Estero. This is a somewhat unique situation.

The Village would like to work with the City for planning and implementing any needed road improvements for the future mutual benefit of both City and Village residents. The Council recently discussed this issue in light of the London Bay project scheduled hearing at City Council and believes this is an opportune time to reach out to the City of Bonita Springs for mutual planning efforts and a potential interlocal agreement.

Once you have an opportunity to review this, I would be happy to discuss further with you.

Sincerely,

Steve Sarkozy
Village Manager
Village of Estero

cc: Estero Village Council

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 21-11-254
November 17, 2021

REQUESTED MOTION: Update on contract for legal service with Gray Robinson.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: #3 Strengthen City Finances

BACKGROUND:

The contract with GrayRobinson for legal services provides a provision for possible remittance of a portion of the monthly retainer from the previous fiscal year. The City Attorney will be providing an update at the meeting on the projected end-of-year savings for FY20-21.

STAFF RECOMMENDATION: Informational.

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred __ Other_____

CITY COUNCIL
CITY OF BONITA SPRINGS
NOVEMBER 3, 2021
5:30 P.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135
MINUTES

1. Call to order

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

2. Invocation

Mayor Steinmeyer furnished the invocation.

3. Pledge of Allegiance

Assistant City Manager Matt Feeney led in the Pledge of the Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance, with Council Member Jesse Purdon arriving at 5:32 P.M., and with Council Member Fred Forbes participating via telephone.

5. Approval of Agenda

Mayor Steinmeyer motioned for the presentation from Eve Haverfield, with Turtle Time, Inc., up in the agenda; Council Member Mike Gibson seconded; and the motion passed 4-1 (Council Member Laura Carr opposed, and Council Members Fred Forbes and Jesse Purdon not in attendance during the vote).

(Agenda Item. 10 A. Presentation by Eve Haverfield, "Turtle Time, Inc.," to provide an historical overview of marine turtle nesting data on Bonita Beach and year end-of-season nesting results. (Greensheet No. 21-11-234)

5:32 p.m.

Ms. Haverfield, Director of Turtle Time Inc., was in attendance to provide the historical overview of marine turtle nesting on Bonita Beach and this year's nesting statistics.

6. Mayor's Welcome

7. Public Comment on Agenda Items: No public comments were made.

8. Zoning and Land Use Items:

- A. (Second Reading and Public Hearing of the following Zoning Ordinance): A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO AMEND THE RESIDENTIAL PLANNED DEVELOPMENT PORTION OF THE BAYVIEW ON ESTERO BAY COMMERCIAL PLANNED DEVELOPMENT TO INCREASE THE MAXIMUM PERMITTED BUILDING HEIGHT; ADD RESTAURANT, GROUP III,

AND HOTEL/MOTEL USES TO THE SCHEDULE OF USES; ADD THREE (3) NEW DEVIATIONS RELATING TO RESTAURANT AND HOTEL/MOTEL USE; AND TO MODIFY TWO (2) EXISTING DEVIATION JUSTIFICATIONS RELATING TO INCREASE IN HEIGHT; AND MODIFY THE MASTER CONCEPT PLAN TO PROVIDE FOR THESE CHANGES; AND, PROVIDE FOR AN EFFECTIVE DATE. (Greensheet No. 21-11-233)

City Attorney Derek Rooney read the title block of the Zoning Ordinance into the record.

Jacqueline Genson, Community Development, furnished an overview of the zoning case.

Mayor Steinmeyer motioned to allow Council Member Forbes participate virtually; Council Member Jesse Purdon seconded; and the motion carried unanimously.

Attorney Richard Yovanovich, Coleman, Yovanovich & Koester, P.A., introduced the Applicant's case.

Mark Wilson, President of London Bay, presented London Bay's Vision for the Bayview on Estero Bay project.

Alexis Crespo, Waldrop Engineering, discussed the approved Master Concept Plan and addressed the circulation flow related to the boat ramp. She further explained a summary of the requests for deviations in the proposed Master Concept Plan.

Jacqueline Genson, Community Development, presented the staff report.

Tom Ross, traffic engineer for Community Development, explained the methodology used in the Traffic Impact Study (TIS) that concluded that there was no basis to require capacity improvements at this time. Further analysis will occur during the development order application process.

Ms. Genson next addressed concerns relating to traffic coordination, potential use of impact fees, the improvements to the public marina, and the surrounding developments of regional impact.

Mayor Steinmeyer called for a ten-minute recess at 6:48 P.M.

The meeting reconvened at 7:01 P.M.

PUBLIC COMMENTS:

Roy Hyman, General Manager of Pelican Landing Community Association, commented on the need for an interlocal agreement given the confusing jurisdiction of Coconut Road.

John Paeno spoke in support of the development and the public amenities it will bring.

Josh Goergen, Government Relations Manager of SWFL Inc., spoke in support of the requested deviations.

Reggie Morgan, DeAngelis Diamond Construction, spoke in support of the request.

Jeff Wacksman, a resident of Pelican Landing, spoke of concerns relating to the problems that he feels should be resolved before approving the amendment.

Robert Loos, President of the Colony Foundation, commented on the impacts that will affect his community beginning at the outset of this project. He also commented on the recent change to the Florida law of impact fees.

Jim Hollars, a member of the Colony Foundation, commented on concerns of the traffic assessment.

Judy Neyhart, a resident of Bonita Springs, commented on potential congestion points, identified by her, that will result from this project.

Dwight Esmon, a resident of Bonita Springs, commented on the remarks he has heard.

Jim Weeks spoke in support of the project.

John Dulmer, Community Development Director, addressed the issue of coordinating with the Village of Estero. It was decided that the review and coordination will occur with the development order process. He stated that any impact fee sharing through an interlocal agreement would require capital improvement projects in each jurisdiction's Capital Improvement Plan.

Council Member Laura Carr asked for clarification of the parking around the boat ramp. Mr. Yovanovich answered that the ownership and maintenance obligation of the public boat ramp would remain with the property owner.

Council Member Amy Quaremba asked for a professional explanation of the design and functionality of the marina in response to the public's concerns. Mark Kincaid, Coastal Engineering Consultants, addressed the design standards and spatial requirements of the boat ramp.

Council Member Quaremba asked staff to explain the process of evaluating variance requests. She asked how the City can be proactive in addressing the traffic and parking issues during the development order application process. Ms. Genson responded.

7:49 P.M.

Council Member Carr motioned to call the question; Council Member Purdon seconded; and the motion carried 5-1 (Mayor Steinmeyer opposed, and Council Member Forbes not in attendance)

Council Member Carr motioned to approve as conditioned; Council Member Gibson seconded; and the motion carried 5-1 (Mayor Steinmeyer opposed and Council Member Forbes not in attendance)

ADOPTED ZONING ORDINANCE NO. 21-03

A short recess was taken at 7:52 P.M.

The meeting reconvened at 7:58 P.M.

City Attorney Rooney informed Council that Councilman Forbes was having technical difficulties and would be unable to rejoin the meeting.

- B. (Second Reading and Public Hearing of the following Zoning Ordinance): A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REZONE 4.19± ACRES FROM RESIDENTIAL TWO-FAMILY CONSERVATION (TFC-2) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO ALLOW A 132-BED ASSISTED LIVING FACILITY; LOCATED AT 9726 BONITA BEACH ROAD SE, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE. (Greensheet No. 21-11-235)

City Attorney Derek Rooney read the title block of the Zoning Ordinance into the record. He pointed out that the staff report and all relevant materials are already in the record.

Mayor Steinmeyer motioned to approve as conditioned; Council Member Mike Gibson seconded.

No public comments were made.

The motion carried unanimously. **ADOPTED ZONING ORDINANCE NO. 21-04**

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)

Mayor Steinmeyer motioned approval of the Consent Agenda; Council Member Amy Quaremba seconded; and the motion carried unanimously. (Council Member Forbes not in attendance)

- A. Adopt Resolution to authorize the Supplemental Task Authorization (STA) Goodwin Street Pedestrian & Drainage Improvements Project to be designed by American StructurePoint in the amount of \$883,598.00. (Greensheet No. 21-11-227) **ADOPTED RESOLUTION NO. 21-94**
- B. Authorize staff to purchase and prepare an agreement for City Manager approval of the “Family” sculpture art piece by artist Dale Rogers. (Quaremba; Greensheet No. 21-11-229)
- C. Adopt Resolution accepting the only bid for the East Terry Street Visual Barrier Wall Project RFB 21-18 from Coastal Concrete Products, LLC d/b/a Coastal Site Development in the bid amount of \$249,495.00 upon approval of all documentation. (Greensheet No. 21-11-230) **ADOPTED RESOLUTION NO. 21-95**
- D. Request approval of Special Event Permit and road closure for the annual Holiday in the Park at Riverside Park on Tuesday, December 7, 2021. (Greensheet No. 21-11-231)
- E. Adopt Resolution awarding the Street Light Maintenance Project RFB 21-21 to the lowest responsive, responsible bidder, Emergency One Electric, LLC in the amount of \$106,260.00 upon approval of all documentation. (Greensheet No. 21-11-232) **ADOPTED RESOLUTION NO. 21-96**

• OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

Councilwoman Quaremba commended Assistant City Manager Matt Feeney for his efforts constructing pocket parks along Terry Street in the City.

10. Proclamations and Presentations:

- A. Presentation by Eve Haverfield, “Turtle Time, Inc.,” to provide an historical overview of marine turtle nesting data on Bonita Beach and year end-of-season nesting results. (Greensheet No. 21-11-234)

Addressed above.

- B. Receive presentation on traffic calming improvements for Pennsylvania Avenue and Terry Street roundabout. (Greensheet No. 21-11-228)

Representatives from American StructurePoint Inc., were in attendance to provide a PowerPoint presentation (copy in Clerk’s file) to present the scope of the study and options for traffic calming strategies.

Assistant City Manager Feeney stated that staff's recommendation would be to move forward with Phase I improvements for Pennsylvania Ave, as well as to move forward with options 1, 2, and 3 for the Terry Street roundabout, with the understanding that III is the realignment of the northern crosswalk on West Terry Street.

Council Member Carr motioned as stated above by Assistant City Manager Feeney; Council Member Gibson seconded.

Council Member Gibson wants to ensure that the raised crosswalk would be tuned to the speed limit of the road. Discussion followed.

No public comments were made.

The motion carried unanimously.

11. Mayor and Council Member Items

- A. Approve Mutual Confirmation of Easement Agreement confirming the existence of an access easement over Winter Park Way. (Gibson; Greensheet No. 21-11-241)

City Attorney Rooney provided an overview, explaining that the intent is to establish that there is legal access to the property.

Council Member Carr motioned to approve; Council Member Gibson seconded; and the motion carried unanimously.

12. City Attorney's Items

- A. Authorize advertisement and amendment to the Development Agreement with 9161 BBR LLC and 9171 BBR LLC for additional height based on current design. (Greensheet 21-11-238)

City Attorney Rooney provided an overview and recommended authorization to advertise.

Mayor Steinmeyer motioned to move forward and advertise; Council Member Purdon seconded; and the motion carried unanimously.

- B. Amend the settlement agreement with Angler's Paradise of Bonita and approve purchase and sale agreements for NW quadrant plan roadway acquisition. (Greensheet No. 21-11-242) **ADDENDUM: REVISED GREENSHEET AND DRAFT SETTLEMENT AGREEMENT**

City Attorney Rooney provided an overview of the process and revisions made. The recommendation is to approve the agreement and authorize the Mayor to execute all necessary documents to complete the transaction.

Council Member Gibson motioned to approve; Council Member Carr seconded; and the motion carried unanimously.

- C. Approve Interim Agreement with Barron Collier Companies for development of the Imperial Crossing parcel. (Greensheet No. 21-11-240)

City Attorney Rooney provided an overview.

Council Member Gibson motioned to approve; Council Member Carr seconded; and the motion carried unanimously.

13. City Manager's Items

- A. Approve adding the Bonita Community Park Baseball Complex, Phase 2 Project to the City's FY 22-23 Legislative Funding Request. (Greensheet No. 21-11-236)

City Manager Arleen Hunter addressed a meeting she had with Assistant City Manager Matt Feeney, Carole Greene, and Representative Adam Botana regarding additional funding needs the City may have for the upcoming legislation session. Staff recommends amending the legislative request for appropriations to include \$750,000 for Phase 2 of the ballfields. She stated the \$750,000 request for the home buyout program is not being withdrawn.

Council Member Carr motioned to approve; Council Member Quaremba seconded; and the motion carried unanimously.

- B. Update on the City's redistricting process. (Greensheet No. 21-11-237)

City Manager Hunter provided an overview of the redistricting process.

City Manager Hunter next addressed a request by Mayor Steinmeyer for a green sheet for a discussion regarding the Goodbread Grocery structure.

Council provided consensus to cancel the Council meeting scheduled for January 5, 2021.

City Manager Hunter provided an update on the wayfinding signage and placemaking project, which will include intersection nodes as identified by DPZ.

City Manager Hunter reported that the City did receive our population estimate of 53,644 from the Bureau of Economic and Business Research, which is used to determine our share of state revenue.

14. Mayor and Council Member Reports

No reports.

15. Approval of Minutes: 10/20/21

Council Member Gibson motioned to approve; Council Member Carr seconded; and the motion carried unanimously.

16. Public Comment

No comments made.

17. Adjournment:

There being no further items to discuss, the meeting adjourned at 8:58 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

DRAFT