



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

City of Bonita Springs City Council Meeting Agenda

November 6, 2024
5:30 p.m.

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

To submit a written public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org. **Written public comments must be received by 1 p.m., Nov. 6, 2024.**

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

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Mayor’s Welcome
6. Approval of the Meeting Agenda
7. Public Comment on Agenda Items
8. Presentations:
 - A. Presentation honoring Lee County Commissioner Ray Sandelli for his dedicated service to the citizens of Lee County.
 - B. Presentation honoring Council Member/Deputy Mayor Fred Forbes for his dedicated service to the citizens of the City of Bonita Springs.

9. Consent Agenda Items:

- A. Approve minutes from the the City Council Meeting held on Oct. 2, 2024.
- B. Approve minutes from the City Council Special Meeting held on Oct. 23, 2024.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-11-158)
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 24-11-159)
- E. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 24-11-160)
- F. Approve purchase agreement to acquire property located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program. (Green Sheet 24-11-161)
- G. Approve two (2) purchase agreements to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 24-11-162)
- H. Authorize use of Lee County's contracts with CrowderGulf Disaster Recovery & Debris Management and with Thompson Consulting Services for Hurrican Helene recovery. (Green Sheet 24-11-163)
- I. Approve Interlocal Agreement with Lee County for transit services within the City of Bontia Springs. (Green Sheet 24-11-164)
- J. Authorize use of Lee County's contracts with CrowderGulf Disaster Recovery & Debris Management and with Thompson Consulting Services for Hurricane Milton recovery. (Green Sheet 24-11-165)
- K. Approve modification #4 to the contract agreement between the City of Bonita Springs and Florida Division of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 for project closeout. (Green Sheet 24-11-166)
- L. Approve a special event permit and temporary road closure for the annual Holiday in the Park event at Riverside Park, Tuesday, December 3, 2024. (Green Sheet 24-11-167)
- M. Approve payment of \$56,267.04 to Encore Broadcast Solutions for the purchase and installation of a custom-built ADA compliant podium for City Council chambers. (Green Sheet 24-11-168)
 - Opportunity for City Council Comments on Consent Agenda

10. Public Hearings:

- A. First Reading and Public Hearing of an Ordinance adopting the 2024-2025 Five Year Capital Improvement Program Annual Update. (Green Sheet 24-11-169)

11. City Attorney Items:

- A. Approve settlement agreement with Ricardo Lopez, et al and Marcel and Dale Ratzlaff. (Green Sheet 24-11-170)

12. City Manager Items:

- A. Discussion regarding an amendment to the beach renourishment inter-local agreement with Lee County to address beach erosion as a result of Hurricanes Helen and Milton and direction to staff. (Green Sheet 24-11-171)
- B. Update on recovery – Hurricanes Ian, Helene, and Milton.

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment



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

**City of Bonita Springs
City Council Meeting**

Draft Minutes

October 2, 2024
9:00 A.M.

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

2. Invocation - *Provided by Rev. James Julian of New Life Church of Bonita Springs.*

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

4. Roll Call

The City Clerk called the roll:

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

Absent: 0

5. Mayor's Welcome - *Mayor Steinmeyer welcomed everyone present and those watching the live stream.*

6. Approval of the Meeting Agenda

*Council Member Carr motioned to approve the agenda; Seconded by Council Member Purdon. **The motion carried unanimously.***

7. Public Comment on Agenda Items

None

8. Consent Agenda Items:

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

- A. Approve minutes from the the City Council Budget Hearing held on Sept. 18, 2024.
- B. Approval of minutes from the City Council Meeting held on Sept. 18, 2024.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian.
- D. Approve Change Order No. 2 to Supplemental Task Agreement #7 for the Bio-Reactor Monitoring Services Project in the amount of \$4,624.00.
- E. Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Casa Mexico Adult Soccer league for the 2024-2025 soccer season. (Green Sheet 24-10-150)

- F. Approve the special event permit for the Veterans Day Service and temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street for the duration of the service on Monday, Nov. 11, 2024. (Green Sheet 24-10-154)

- Opportunity for City Council Comments on Consent Agenda

Mayor Steinmeyer asked for clarifying information about Consent Agenda Item 8d, the Bio-Reactor Monitoring Services Project, which was provided by Assistant City Manager Feeney.

9. Presentations:

- A. Presentation by Rummel, Klepper & Kahl, LLP for the East Terry Street Stormwater and Multi-Use Pathway Project. (Green Sheet 24-10-151)

Following an introduction by Senior Project Manager Elly McKuen, Mr. Joe Bond of Rummel, Klepper & Kahl presented an overview of the project including proposed design plans and feedback from the neighborhood information meeting held on August 15, 2024. Construction is expected to begin in the winter of 2025/2026. (Presentation on file in the Clerk's office).

Mayor Steinmeyer asked about private property acquisition. Mr. Bond stated there is no property acquisition required with this project. Mayor Steinmeyer also asked about the crosswalks at the intersections. Mr. Bond replied that the crosswalks will have rectangular flash beacons that will alert drivers when a pedestrian is crossing.

Council Member Corrie commented on the importance in harmonizing the 24-inch drainage pipe with the Barron Collier project, and also with coordinating with Bonita Springs Utilities.

Council Member Bogacz expressed concern about driver sight-distance over the E. Terry Street/I-75 bridge and inquired about installing a flashing light to alert drivers of the upcoming traffic signal at Southern Pines Drive. Mr. Bond responded that this feature is not currently in the plans, however, he will discuss its potential addition with traffic engineers.

Council Member Fullick asked about the lane widths of E. Terry Street as depicted in the rendering on slide 9, stating they appear narrow for truck traffic. Mr. Bond explained that plans include an additional 1.5-foot gutter pan.

10. City Attorney Items:

None

11. City Manager Items:

- A. Presentation of the August Financial Report. (Green Sheet 24-10-152)

Lisa Griggs-Roberson, Finance Director, presented the August Financial Report, as well as population and demographic projections from the Florida Demographic Estimating Conference (Presentation on file in the Clerk's office)

- B. Confirm and ratify City of Bonita Springs Resolution 24-72 which declared a local State of Emergency in advance of potential impacts from Tropical Storm Helene.
(Green Sheet 24-10-153)

City Manager Hunter requested that the motion include an extension of the local state of emergency, as well as authorization to enact an Executive Order for the waiver of permit fees for hurricane related repairs and restoration, to remain in effect until January 31, 2025 or otherwise terminated or extended.

*Council Member Carr motioned to confirm and ratify Resolution 24-72, extend the local state of emergency for Hurricane Helene, and authorize the City Manager to sign an Executive Order authorizing the waiver of permitting fees for hurricane related repairs and restoration, to remain in effect until January 31, 2025; Seconded by Council Member Purdon. **The motion carried unanimously.***

- C. Update on Hurricane Ian recovery

City Manager Hunter stated Item 11C will include Hurricane Helene recovery. Tony Backhurst, Director of Neighborhood Services and Emergency Management provided an update on the impact of Hurricane Helene including storm surge, initial damage assessments, building and road inspections, as well as collaboration with County and State agencies. Next, Ayita Lonergan, Floodplain Manager with Community Development provided an update on Hurricane Helene related restoration permits and collaboration with FEMA. Next, Nicole Perino, Parks and Recreation Director, provided an update on storm impact to City parks and facilities. Director Perino further stated that she is in communication with the County regarding their closure of beach access points due to the amount of sand and clean-up efforts. Next, Matt Feeney, Assistant City Manager, reported on sand accumulation on Hickory Blvd and debris removal.

City Manager Hunter stated that the City's participation in the State's F-ROC program has effectively allowed for the pre-qualification of FEMA reimbursements. She also thanked Lee County Staff and LCSO for their efforts coordinating the removal of sand on Hickory Blvd.

12. Mayor and Council Member Reports

The Mayor and Council Members expressed their gratitude to City staff, LCSO, Lee County, Bonita Springs Fire District, and BSU for their well-coordinated efforts in preparing for, and recovering from, Hurricane Helene. They also extended their prayers to those affected by the hurricane.

Council Member Fullick - Reminded everyone that the Veterans Day Ceremony will take place at 9 am, Mon., November 11, at Riverside Park. The featured speaker will be retired United States Army Lieutenant General H. Steven Blum.

Deputy Mayor Forbes - Discussed the history of flooding along the Imperial River.

Council Member Bogacz - Reported that the Bonita Springs Fire District deployed an engine to the Big Bend area as part of the hurricane recovery Strike Team.

Council Member Purdon - Addressed a candidate's statement alleging locations in the community where nefarious activities are occurring. If these claims are accurate, Code Enforcement and LCSO should be provided with the addresses.

Council Member Carr - Spoke about regional industrial expansion, highlighting development at Southwest International Airport, Arthrex, and Amazon.

Council Member Corrie - Reported that discussions with Richard Garner from the BSU Board of Directors are ongoing regarding the establishment of a one-stop permitting center. Discussions include developing a permitting flow-chart, aligning building codes, and creating a process to resolve issues.

13. Public Comment - None

14. Adjournment - There being no further business, the meeting adjourned at 10:38 a.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Rick Steinmeyer, Mayor



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

City of Bonita Springs
City Council
Special Meeting
Draft Minutes
October 23, 2024
5:30 p.m.

1. **Call to Order** - *Mayor Steinmeyer called the meeting to order at 5:30 pm.*
2. **Pledge of Allegiance** - *Mayor Steinmeyer led the Pledge of Allegiance.*
3. **Roll Call**

The City Clerk called the roll:

Present: 7 Council Member Bogacz, Council Member Purdon, Council Member Carr, Mayor Steinmeyer, Council Member Corrie, Council Member Fullick, Deputy Mayor Forbes
Absent: 0

4. **Mayor's Welcome**
Mayor Steinmeyer welcomed attendees and reflected on past local emergencies during his time in office.
5. **Approval of the Special Meeting Agenda**
*Council Member Corrie motioned to approve the agenda; Seconded by Council Member Carr. **The motion carried unanimously.***

6. **Public Comment on Agenda Items:**
None

7. **Consent Agenda Items:**
*Deputy Mayor Forbes motioned to approve the consent agenda; Seconded by Council Member Carr. **The motion carried unanimously.***

- A. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-10-155)
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene and Executive Order 24-01. (Green Sheet 24-10-156)
 - Opportunity for City Council Comments on Consent Agenda

8. **City Attorney Items:** *None*

9. City Manager Items:

- A. Confirm and ratify City of Bonita Springs Resolution 24-76 which declared a local State of Emergency in advance of potential impacts from Hurricane Milton, Resolution 24-80 extending the local State of Emergency, and Executive Orders 24-02, 24-03, and 24-04. (Green Sheet 24-10-157)

*Deputy Mayor Forbes motioned to confirm and ratify Resolution 24-76, Resolution 24-80, and Executive Orders 24-02, 24-03, and 24-04; Seconded by Council Member Corrie. **The motion carried unanimously.***

- B. Update on recovery – Hurricanes Ian, Helene, and Milton.

Tony Backhurst, Director of Neighborhood Services and Emergency Management presented an overview Hurricane Milton preparations, response and recovery. He stated that initial damage assessments reflect approximately 1,300 residences sustained water intrusion and/or wind damage; 159 residences sustained major damage, and 348 sustained minor damage. (presentation on file in the Clerk's office).

The following community partners and staff also provided reports:

Andy Koebel, Executive Director of Bonita Springs Utilities

Jason Brod, Assistant Chief, Bonita Springs Fire Control & Rescue District

Lt. Rush Brewton, Lee County Sheriff's Office, Bonita Springs Community Policing Unit

Lora Taylor, Communications Director, City of Bonita Springs

John Dulmer, Director, Community Development (joined by Ayita Lonergan, Floodplain Manager)

Matt Feeney, Assistant City Manager/Public Works Director

City Manager Hunter extended gratitude to Lee County Manager Dave Harner and County staff, Town of Fort Myers Beach Staff, LCSO, Bonita Springs Fire District, BSU and City staff. She also thanked the Mayor and City Council members for their support.

10. Mayor and Council Member Reports

The Mayor and Council Members thanked city staff and community partners for the coordinated effort preparing for, and recovering from, Hurricane Milton. They also thanked residents for heeding the evacuation warnings.

Council Member Bogacz - Reported on the Downtown Alliance meeting she attended, where a presentation on the Bonita Springs Elementary School was given. She learned there is a new architectural rendering. Note: The Mayor and Council asked staff to reach out to the School District for an update on the City Council's request for a joint workshop.

Council Member Fullick - The Veterans Day Ceremony will take place at 9 am, Mon., November 11, at Riverside Park. The featured speaker will be retired US Army Lieutenant General H. Steven Blum.

Mayor Steinmeyer - Reminder that early voting has begun.

Council Member Corrie reported on the following items:

- *Meeting with Senator Passadomo. He and Deb Orton of BERT requested the Senator's advocacy including collaboration efforts with the City of Bonita Springs, Village of Estero, Lee County and Collier County.*
- *Joint meeting with BSU. The meeting's purpose was to discuss ways to improve and streamline the permitting process. Progress is being made toward a more efficient one-stop permitting process. Also attending the meeting were staff from Bonita Springs Fire District and Bonita Springs Community Development.*
- *Inadequate cell service: The Technology Advisory Board is undertaking a project to engage with cell service carriers. Members are seeking a council-approved resolution in support of efforts to achieve improved cell service in Bonita Springs. He asked the City Attorney to prepare a draft resolution for consideration at an upcoming City Council meeting.*

11. Public Comment - *None*

12. Adjournment - *There being no further business, the meeting adjourned at 6:48 p.m.*

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Rick Steinmeyer, Mayor

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

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

AGENDA SECTION: Consent

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

BACKGROUND:

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

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

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 24-081 issued on October 21, 2024
2. Resolution No. 24-084 issued on October 28, 2024

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-081

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

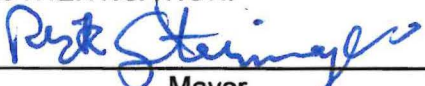
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 21st day of October, 2024.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____



City Attorney Office

Date filed with City Clerk: 10/21/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-084

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

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 28th day of October, 2024.

AUTHENTICATION:

Rich Stringer Mayor Tricia Lee McMillan City Clerk

APPROVED AS TO FORM: [Signature]
City Attorney Office

Date filed with City Clerk: 10/28/24

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

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

AGENDA SECTION: Consent

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

BACKGROUND:

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

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

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

Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 24-082 issued on October 21, 2024
2. Resolution No. 24-085 issued on October 28, 2024

REVIEWERS:

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

CITY OF BONITA SPRINGS

RESOLUTION NO. 2024-082

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

WHEREAS, the City of Bonita Springs places the highest premium on safety of life and property in the City during storm events; and

WHEREAS, Hurricane Helene posed a serious potential threat to the residents and property of the City of Bonita Springs; and

WHEREAS, the Governor of the State of Florida has promulgated Executive Orders Nos. 24-208 and 24-209 wherein he found that a State of Emergency exists within the State of Florida inclusive of Lee County; and

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

WHEREAS, the Section 14-41 of the Bonita Springs City Code authorizes they Mayor to declare a state of emergency to respond to the emergency should a quorum of the City Commission be physically unable to meet; and

WHEREAS, Hurricane Helene had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the Mayor hereby requests the Council ratify his execution of Resolution 24-072 declaring a local state of emergency in advance of then Tropical Store Helene, any extensions thereof, and those emergency actions and orders issued by the City Manager in response to the local state of emergency in response to Hurricane Helene.

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Florida hereby resolves:

Section 1. The recitals above are hereby incorporated herein.

Section 2. The City Manager was provided plenary authority on behalf of the City Council to take all actions necessary for protection of persons and property authorized by law.

Section 3. All Resolutions authorized by the Mayor and actions taken by the City Manager during the state of local emergency including the prior Declaration of Local Emergency are hereby ratified. Additionally, the current state of emergency is continued as provide in Section 4.

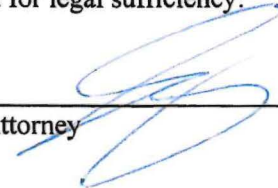
Section 4. This Resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the City Council of Bonita Springs, Florida this 21st day of October, 2024.

Attest:

By:  By: 
City Clerk Mayor

Reviewed for legal sufficiency:

By: 
City Attorney

CITY OF BONITA SPRINGS

RESOLUTION NO. 2024-085

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

WHEREAS, the City of Bonita Springs places the highest premium on safety of life and property in the City during storm events; and

WHEREAS, Hurricane Helene posed a serious potential threat to the residents and property of the City of Bonita Springs; and

WHEREAS, the Governor of the State of Florida has promulgated Executive Orders Nos. 24-208 and 24-209 wherein he found that a State of Emergency exists within the State of Florida inclusive of Lee County; and

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

WHEREAS, the Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency to respond to the emergency should a quorum of the City Commission be physically unable to meet; and

WHEREAS, Hurricane Helene had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the Mayor hereby requests the Council ratify his execution of Resolution 24-072 declaring a local state of emergency in advance of then Tropical Storm Helene, any extensions thereof, and those emergency actions and orders issued by the City Manager in response to the local state of emergency in response to Hurricane Helene.

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Florida hereby resolves:

Section 1. The recitals above are hereby incorporated herein.

Section 2. The City Manager was provided plenary authority on behalf of the City Council to take all actions necessary for protection of persons and property authorized by law.

Section 3. All Resolutions authorized by the Mayor and actions taken by the City Manager during the state of local emergency including the prior Declaration of Local Emergency are hereby ratified. Additionally, the current state of emergency is continued as provide in Section 4.

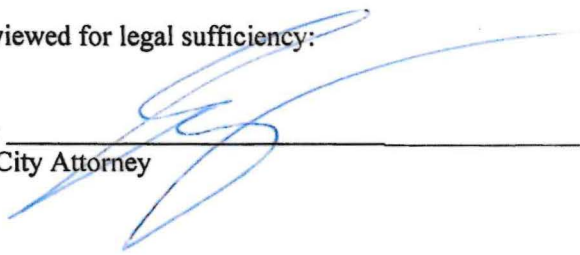
Section 4. This Resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the City Council of Bonita Springs, Florida this 28th day of October, 2024.

Attest:

By:  By: 
City Clerk Mayor

Reviewed for legal sufficiency:

By: 
City Attorney

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

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

AGENDA SECTION: Consent

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

BACKGROUND:

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

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

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

Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 2024-083 issued on October 21, 2024
2. Resolution No. 2024-086 issued on October 28, 2024

REVIEWERS:

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

CITY OF BONITA SPRINGS

RESOLUTION NO. 2024-083

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

WHEREAS, the City of Bonita Springs places the highest premium on safety of life and property in the City during storm events; and

WHEREAS, Hurricane Milton posed a serious potential threat to the residents and property of the City of Bonita Springs; and

WHEREAS, the Governor of the State of Florida has promulgated Executive Order No. 24-214 wherein he found that a State of Emergency exists within the State of Florida inclusive of Lee County; and

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

WHEREAS, the Section 14-41 of the Bonita Springs City Code authorizes they Mayor to declare a state of emergency to respond to the emergency should a quorum of the City Commission be physically unable to meet; and

WHEREAS, Hurricane Milton had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the Mayor hereby requests the Council ratify his execution of Resolution 24-076 declaring a local state of emergency in advance of then Hurricane Milton any extensions thereof, and those emergency actions and orders issued by the City Manager in response to the local state of emergency in response to Hurricane Milton.

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Florida hereby resolves:

Section 1. The recitals above are hereby incorporated herein.

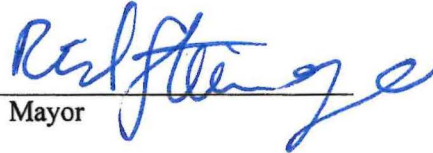
Section 2. The City Manager was provided plenary authority on behalf of the City Council to take all actions necessary for protection of persons and property authorized by law.

Section 3. All Resolutions authorized by the Mayor and actions taken by the City Manager during the state of local emergency including the prior Declaration of Local Emergency are hereby ratified. Additionally, the current state of emergency is continued as provide in Section 4.

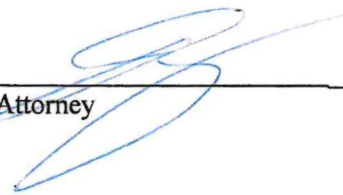
Section 4. This Resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the City Council of Bonita Springs, Florida this 21st day of October, 2024.

Attest:

By:  By: 
City Clerk Mayor

Reviewed for legal sufficiency:

By: 
City Attorney

CITY OF BONITA SPRINGS

RESOLUTION NO. 2024-086

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

WHEREAS, the City of Bonita Springs places the highest premium on safety of life and property in the City during storm events; and

WHEREAS, Hurricane Milton posed a serious potential threat to the residents and property of the City of Bonita Springs; and

WHEREAS, the Governor of the State of Florida has promulgated Executive Order No. 24-214 wherein he found that a State of Emergency exists within the State of Florida inclusive of Lee County; and

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

WHEREAS, the Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency to respond to the emergency should a quorum of the City Commission be physically unable to meet; and

WHEREAS, Hurricane Milton had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the Mayor hereby requests the Council ratify his execution of Resolution 24-076 declaring a local state of emergency in advance of then Hurricane Milton any extensions thereof, and those emergency actions and orders issued by the City Manager in response to the local state of emergency in response to Hurricane Milton.

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Florida hereby resolves:

Section 1. The recitals above are hereby incorporated herein.

Section 2. The City Manager was provided plenary authority on behalf of the City Council to take all actions necessary for protection of persons and property authorized by law.

Section 3. All Resolutions authorized by the Mayor and actions taken by the City Manager during the state of local emergency including the prior Declaration of Local Emergency are hereby ratified. Additionally, the current state of emergency is continued as provide in Section 4.

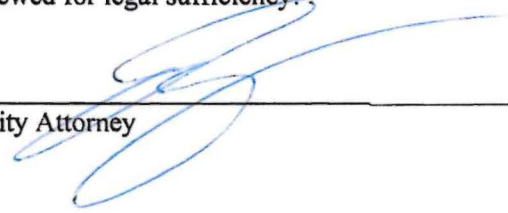
Section 4. This Resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the City Council of Bonita Springs, Florida this 28th day of October, 2024.

Attest:

By:  City Clerk By:  Mayor

Reviewed for legal sufficiency:

By: 
City Attorney

ITEM TITLE: Approve purchase agreement to acquire property located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

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

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

With the demolition of the structure all the CDBG-DR grant funds will be extinguished.

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

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

ATTACHMENTS:

1. Purchase Agreement 2024-001
2. Senate Bill 966

REVIEWERS:

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



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

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

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

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

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

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





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 SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Four Hundred Thirty Thousand Dollars and Zero Cents (\$430,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.

- a. The SELLER agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
- b. Loss or damage to the property by any cause shall be at the risk of the SELLER until title has been conveyed to the City.
- c. The SELLER agree to deliver a good and sufficient general warranty deed conveying marketable title.
- d. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that 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. CONTINGENCIES.

- a. SELLER shall vacate the property within Ninety (90 days) from the date of the fully executed 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 City of Bonita Springs Acquisition General Funds. The SELLER acknowledges that this





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon the City of Bonita Springs City Council's approval of the purchase.

5. 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.
6. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
7. ADJUSTMENTS. NONE.
8. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 90 days of the signing of this contract.
9. 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
10. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLERS.





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

- 11. VACANCY INSPECTION.** The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLERS.
- 12. 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.
- 13. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **December 31, 2024** unless accepted or countered by SELLER in written form prior to such time. If SELLER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
- 14. 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.
- 15.** The SELLER shall close any open building permits or code enforcement proceedings prior to closing.
- 16. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the SELLER and the CITY has signed this Agreement.

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 have hereunto signed their name 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]
[Redacted]
Signature

9/30/24
Date

Seller/ [Redacted]
[Redacted]
Signature

9/30/24
Date

Seller/ [Redacted]
[Redacted]
Signature

9/30/24
Date

Buyer/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

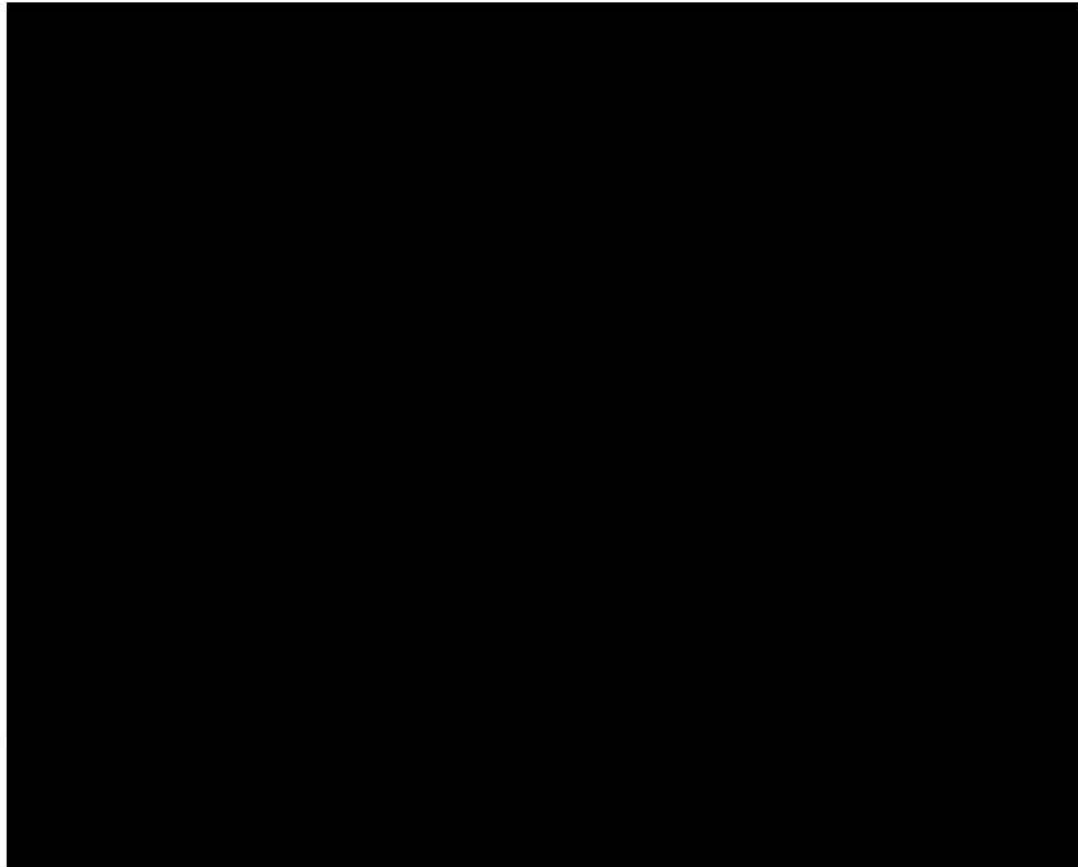
APPROVED AS TO FORM: _____
City Attorney's Office





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

**EXHIBIT A
Legal Description**



Parcel ID Number: [REDACTED]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.





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"), 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 the City 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.

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

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

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

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

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

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

OWNER/

[Redacted Signature]

Signature

OWNER/

[Redacted Signature]

Signature

OWNER/

[Redacted Signature]

Signature

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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



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

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

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

ITEM TITLE: Approve two (2) purchase agreements to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: The focus of the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project is to provide much needed stormwater infrastructure improvements in the neighborhood. The City is using federal U.S. Housing and Urban Development, Community Development Block Grant-Mitigation (HUD CDBG-MIT) funds to acquire parcels for stormwater retention ponds and improvements.

The two (2) purchase agreements are being purchased four parcels to construct a detention pond within the neighborhood. The purchase agreement reflects the current market value for the property. Once the City closes on the property, the structures on the property will be demolished and the land will be used for stormwater improvements.

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

STAFF RECOMMENDATION: Approve two (2) purchase agreements.

ATTACHMENTS:

1. Agreement 2024-001QDD
2. Agreement 2024-002QDD
3. SB966 Senate Bill

REVIEWERS:

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



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

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT is made this 8th__ day of __October, 2024, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED], **husband and wife** (hereinafter referred to as "SELLERS"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Community Development Block Grant-Mitigation (CDBG-MIT) grant from the U.S. Department of Housing and Urban Development made to FloridaCommerce, administered by the BUYER and hereinafter referred to as the "IBE/Quinn/Downs/Dean Infrastructure Program", to purchase certain Property in the City of Bonita Springs, Florida in which the SELLERS owns improved or vacant properties located at [REDACTED], Bonita Springs, FL 34135 hereinafter referred to as the "Premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLERS acknowledge 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 are not interested in selling their property, or if the SELLERS and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

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

2. OFFER AND DESCRIPTION. BUYER agrees to buy, and SELLERS agree 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:

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

[REDACTED]
Bonita Springs, FL 34135





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IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

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

3. CONSIDERATION. The SELLERS acknowledge the price to be paid for the Premises is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate properties and improvements above described is SEVEN HUNDRED FORTY THOUSAND DOLLARS and Zero Cents (\$740,000.00) based on an appraisal dated September 5, 2024 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.

The following caveats must occur prior to closing:

- a. Ninety (90) days prior to closing the BUYER will update the appraisal to reflect the current fair market value of the property.
- b. Closing will occur following FloridaCommerce's approval of the BUYER's Environmental Review Record (ERR) for the IBE/Quinn/Downs/Dean West of Imperial Parkway Stormwater Project and subsequent issuance of a written Authorization to Use Grant Funds (AUGF).
- c. The SELLERS agree, 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 BUYER.
- d. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the BUYER.
- e. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
- f. 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-MIT 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 are currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding to any tenant currently located on premises. 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 BUYER, 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.
- g. AS APPLICABLE SELLERS must work with BUYER to identify displaced tenants prior to closing on the Premises with provisions identified in the





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Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). The URA allows the tenants to receive relocation benefits for up to 42 months. In case the tenants vacate the affected properties in good faith and prior to the sale of said properties, if the SELLERS decide against the sale of the affected properties in benefit of the City, the SELLERS will become financially responsible for fulfilling the URA benefits to the tenants entirely. This financial commitment will also include any payments already made by the City for the benefit of the tenants.

- h. Should the appraised value decline prior to closing the contract would not be binding on either parties.
- 4. **ENVIRONMENTAL.** To the best of the SELLERS knowledge, the properties are in compliance with Environmental Laws. SELLERS will provide any hazardous permits if applicable to BUYER prior to closing should any hazardous substances, toxic substances, materials or waste, pollutants, or contaminants, including without limitation, petroleum and petroleum products, asbestos and polychlorinated biphenyls (PCBs) have been released, spilled, leaked, discharged, disposed of, pumped, poured, emitted, emptied, injected, leached, dumped or allowed to escape or threatened to release on, at, under, above, through or from the properties in violation of applicable Environmental Laws or in a manner which requires or could require investigation, remediation or any other response action or could result in liability under applicable Environmental Laws.
 - a. SELLERS shall attest that the properties are not listed or proposed for listing on the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (CERCLA), nor are listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) or on any state list of sites requiring environmental investigation or clean-ups.
- 5. **CONTINGENCIES.**
 - a. SELLERS shall vacate the property on or before the closing date outlined in Section 16. If SELLERS do 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. SELLERS must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
 - c. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





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- d. 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 FloridaCommerce. The SELLERS acknowledge 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, FloridaCommerce approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt of the AUGF from FloridaCommerce.
- e. 1031 EXCHANGE. SELLERS may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, property surveys, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, as applicable. SELLERS's Transaction Costs include payoff fees. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS are represented by a realtor or attorney, the SELLERS are responsible for all SELLERS realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the BUYER, 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 agree herein to furnish to the BUYER 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, FL and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement.





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10. ADDITIONAL COVENANTS OF SELLERS. From and after the date hereof and at all times prior to the end of the Option Period, SELLERS shall:

- a. Maintain the Properties substantially in the condition as it exists on the date hereof and not construct any improvements therein;
- b. Provide the BUYER with prompt written notice of any notice, inquiry, complaint or request for information received from any governmental authority with respect to the Properties including, without limitation, any investigation or request for information regarding an environmental claim or condition or any alleged violation of any applicable laws including, without limitation Environmental Laws;
- c. Not sell, transfer, lease, pledge, hypothecate or otherwise encumber any direct or indirect interest in the Properties or any portion thereof or any direct or indirect interest of SELLERS except to the BUYER;
- d. Not enter into any service or other contracts which are not cancelable upon thirty (30) days or less notice without penalty or which would be binding on BUYER after closing, in either case without the prior written consent of the BUYER;
- e. Notify the BUYER in writing promptly after it becomes aware of any factor or circumstance which makes any representation or warranty herein untrue or misleading in any material respect or jeopardizes or impairs the SELLERS ability to perform any covenant or agreement herein contained.

11. ACKNOWLEDGEMENTS. The SELLERS acknowledge 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 BUYER and its agents as a result of this Agreement or any incident to the sale of the referenced real property.

12. 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.

13. VACANCY INSPECTION. The SELLERS acknowledge and agree that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secured. If the property is not secured, 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.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in





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buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

- 15. SELLER CLOSING ACTION ITEMS.** The SELLERS agrees that all utilities will be 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.
- 16. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **December 31, 2024** 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 request with reasonable needs to be submitted to and approved by the BUYER prior to the expiration date.
- 17. FURTHER ASSURANCES.** The SELLERS and BUYER shall execute, acknowledge and deliver to each other such additional assurances and documents as the other may reasonably request to effectuate the purposes of this Agreement.
- 18. 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.
- 19.** The SELLERS shall close any open building permits and/or resolve any code enforcement proceedings prior to closing.
- 20. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one 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.

(This section intentionally left blank.)





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

IN WITNESS WHEREOF, the SELLERS have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLERS for and in consideration of 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]

[Redacted Signature]

Signature

Date

Seller/ [Redacted]

[Redacted Signature]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____

City Attorney's Office





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

Exhibit A

Legal Description

Parcel 1: [REDACTED], Bonita Springs, FL 34135

Parcel ID: 3 [REDACTED] and more specifically described as:

[REDACTED]

Parcel 2: [REDACTED], Bonita Springs, FL 34135

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

[REDACTED]

SUBJECT, however, to all reservations,, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

Parcel 3: [REDACTED], Bonita Springs, FL 34135

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

[REDACTED]





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE 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 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 CDBG-MIT IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Program (the “Program”) being administered by the City of Bonita Springs (the “City”) as a subrecipient of the FloridaCommerce Community Development Block Grant-Mitigation (CDBG-Mitigation) grant, the SELLERS hereby assign 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 or any other Federal, State, Local or private sources relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-MIT 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 the City the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS’s assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing





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records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or FloridaCommerce.

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 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 City in any proceeds resulting from the claim upon receipt of notice of this subrogation.

(This section intentionally left blank)





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

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

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

OWNER/ [REDACTED]



Signature

Print Name

OWNER/ [REDACTED]

[REDACTED]

Signature

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Signature

Elly Soto McKuen

Print Name





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

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT is made this 8th day of October, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED], **husband and wife** (hereinafter referred to as "SELLERS"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Community Development Block Grant-Mitigation (CDBG-MIT) grant from the U.S. Department of Housing and Urban Development made to FloridaCommerce, administered by the BUYER and hereinafter referred to as the "IBE/Quinn/Downs/Dean Infrastructure Program", to purchase certain Property in the City of Bonita Springs, Florida in which the SELLERS owns improved or vacant properties located at [REDACTED], Bonita Springs, FL 34135 hereinafter referred to as the "Premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLERS acknowledge 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 are not interested in selling their property, or if the SELLERS and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

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

2. OFFER AND DESCRIPTION. BUYER agrees to buy, and SELLERS agree 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:

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135





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

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

3. CONSIDERATION. The SELLERS acknowledge the price to be paid for the Premises is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate properties and improvements above described is SIX HUNDRED SEVENTY THOUSAND DOLLARS and Zero Cents (\$670,000.00) based on an appraisal dated September 5, 2024 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. The following caveats must occur prior to closing:

- a. Ninety (90) days prior to closing the BUYER will update the appraisal to reflect the current fair market value of the property.
- b. Closing will occur following FloridaCommerce's approval of the BUYER's Environmental Review Record (ERR) for the IBE/Quinn/Downs/Dean West of Imperial Parkway Stormwater Project and subsequent issuance of a written Authorization to Use Grant Funds (AUGF).
- c. The SELLERS agree, 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 BUYER.
- d. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the BUYER.
- e. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
- f. 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-MIT 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 are currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding to any tenant currently located on premises. 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 BUYER, 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.
- g. AS APPLICABLE SELLERS must work with BUYER to identify displaced tenants prior to closing on the Premises with provisions identified in the Uniform





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Relocation Assistance and Real Property Acquisition Policies Act (URA). The URA allows the tenants to receive relocation benefits for up to 42 months. In case the tenants vacate the affected properties in good faith and prior to the sale of said properties, if the SELLERS decide against the sale of the affected properties in benefit of the City, the SELLERS will become financially responsible for fulfilling the URA benefits to the tenants entirely. This financial commitment will also include any payments already made by the City for the benefit of the tenants.

- h. Should the appraised value decline prior to closing the contract would not be binding on either parties.

4. ENVIRONMENTAL. To the best of the SELLERS knowledge, the properties are in compliance with Environmental Laws. SELLERS will provide any hazardous permits if applicable to BUYER prior to closing should any hazardous substances, toxic substances, materials or waste, pollutants, or contaminants, including without limitation, petroleum and petroleum products, asbestos and polychlorinated biphenyls (PCBs) have been released, spilled, leaked, discharged, disposed of, pumped, poured, emitted, emptied, injected, leached, dumped or allowed to escape or threatened to release on, at, under, above, through or from the properties in violation of applicable Environmental Laws or in a manner which requires or could require investigation, remediation or any other response action or could result in liability under applicable Environmental Laws.

- a. SELLERS shall attest that the properties are not listed or proposed for listing on the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (CERCLA), nor are listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) or on any state list of sites requiring environmental investigation or clean-ups.

5. CONTINGENCIES.

- a. SELLERS shall vacate the property on or before the closing date outlined in Section 16. If SELLERS do 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. SELLERS must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
- c. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





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- d. 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 FloridaCommerce. The SELLERS acknowledge 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, FloridaCommerce approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt of the AUGF from FloridaCommerce.
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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 agree herein to furnish to the BUYER 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, FL and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement.





CITY OF BONITA SPRINGS, FLORIDA
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10. ADDITIONAL COVENANTS OF SELLERS. From and after the date hereof and at all times prior to the end of the Option Period, SELLERS shall:

- a. Maintain the Properties substantially in the condition as it exists on the date hereof and not construct any improvements therein;
- b. Provide the BUYER with prompt written notice of any notice, inquiry, complaint or request for information received from any governmental authority with respect to the Properties including, without limitation, any investigation or request for information regarding an environmental claim or condition or any alleged violation of any applicable laws including, without limitation Environmental Laws;
- c. Not sell, transfer, lease, pledge, hypothecate or otherwise encumber any direct or indirect interest in the Properties or any portion thereof or any direct or indirect interest of SELLERS except to the BUYER;
- d. Not enter into any service or other contracts which are not cancelable upon thirty (30) days or less notice without penalty or which would be binding on BUYER after closing, in either case without the prior written consent of the BUYER;
- e. Notify the BUYER in writing promptly after it becomes aware of any factor or circumstance which makes any representation or warranty herein untrue or misleading in any material respect or jeopardizes or impairs the SELLERS ability to perform any covenant or agreement herein contained.

11. ACKNOWLEDGEMENTS. The SELLERS acknowledge 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 BUYER and its agents as a result of this Agreement or any incident to the sale of the referenced real property.

12. 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.

13. VACANCY INSPECTION. The SELLERS acknowledge and agree that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secured. If the property is not secured, 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.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in





CITY OF BONITA SPRINGS, FLORIDA
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buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

- 15. SELLER CLOSING ACTION ITEMS.** The SELLERS agrees that all utilities will be 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.
- 16. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **February 28, 2025** 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 request with reasonable needs to be submitted to and approved by the BUYER prior to the expiration date.
- 17. FURTHER ASSURANCES.** The SELLERS and BUYER shall execute, acknowledge and deliver to each other such additional assurances and documents as the other may reasonably request to effectuate the purposes of this Agreement.
- 18. 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.
- 19.** The SELLERS shall close any open building permits and/or resolve any code enforcement proceedings prior to closing.
- 20. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one 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.

(This section intentionally left blank.)





CITY OF BONITA SPRINGS, FLORIDA
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IN WITNESS WHEREOF, the SELLERS have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLERS for and in consideration of 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]

[Handwritten Signature]

Signature

Date

Seller/ [Redacted]

[Redacted Signature]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____

City Attorney's Office





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

Exhibit A

Legal Description

Parcel 1: [REDACTED], Bonita Springs, FL 34135

Parcel ID: [REDACTED] more specifically described as:

[REDACTED]

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining.





CITY OF BONITA SPRINGS, FLORIDA
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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 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 CDBG-MIT IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Program (the “Program”) being administered by the City of Bonita Springs (the “City”) as a subrecipient of the FloridaCommerce Community Development Block Grant-Mitigation (CDBG-Mitigation) grant, the SELLERS hereby assign 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 or any other Federal, State Local or private sources relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-MIT 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 the City the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing





CITY OF BONITA SPRINGS, FLORIDA

IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or FloridaCommerce.

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 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 City in any proceeds resulting from the claim upon receipt of notice of this subrogation.

(This section intentionally left blank)





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

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

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.

[Redacted]


[Redacted]

Signature

[Redacted]

[Redacted]

Signature

[Redacted]

Print Name

[Redacted]

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Signature

Elly Soto McKuen

Print Name



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

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

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

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

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

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

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

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

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

ITEM TITLE: Authorize use of Lee County's contracts with CrowderGulf Disaster Recovery & Debris Management and with Thompson Consulting Services for Hurricane Helene recovery.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #5 Strengthen/Enhance City Finances, #3 Community Aesthetics

BACKGROUND: On November 16, 2022, the City of Bonita Springs ratified us of Lee County's current contracts for CrowderGulf Disaster Recovery & Debris Management and Thompson Consulting Services.

On October 4, 2024, a Notice to Proceed was issued to each company for Hurricane Helene with a Not to Exceed Purchase order in the amount of:

CrowderGulf - \$467,500.00

Thompson - \$97,860.00

STAFF RECOMMENDATION: Staff recommends confirming the use of Lee County's current contracts with CrowderGulf Disaster Recovery & Debris Management and with Thompson Consulting Service for Hurricane Helene recovery.

ATTACHMENTS:

1. ☐ Letter of Authorization from Lee County
2. ☐ CrowderGulf Not to Exceed Purchase Order
3. ☐ Thompson Not to Exceed Purchase Order

REVIEWERS:

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



Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

October 1, 2024

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Mr. Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Rd
Bonita Springs, FL 34134

Utilizing Lee County's Disaster Recovery and Monitoring Contracts

Dear Mr. Feeney,

Lee County Solid Waste has reviewed the City of Bonita Spring's request to utilize the following Lee County Board of County Commissioners approved contract to produce services relating to disaster recovery:

RFP220362BJB Disaster Recovery Services for Lee County

- Primary Vendor: Crowder Gulf Joint Venture Inc.

RFP210330BJB Disaster Debris Monitoring for Lee County

- Primary Vendor: Thompson Consulting Services, LLC

In accordance with the Lee County contracts, reference above, the City of Bonita Springs is authorized to utilize at their discretion. The County will provide access to one or more temporary debris management sites once they become available.

Sincerely,

Christine Brady
Assistant County Manager

cc: Dave Harner, County Manager
Doug Whitehead, Solid Waste Director
Mary Tucker, Procurement Director



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: (239) 949-6262

PURCHASE ORDER # EO20250001

TO: CrowderGulf
5435 Business Parkway
Theodore, AL 36582

DATE: October 4, 2024

RE: **Disaster Recovery Services**

Debris removal estimate:

Description	Total
Estimate Debris Removal	\$467,500.00
TOTAL ESTIMATE	\$467,500.00

For questions regarding the above purchase order, please contact Kim Walters,
Executive Administrative Assistant, 239-949-6262.

General Ledger Account Coding: TBD

Matt Feeney, Public Works Director

Bonita Springs, FL - Hurricane Helene Preliminary Estimate					
Estimate Date: 10/4/2024					
Debris Qty Estimate based on assessment and industry standards					
Item	Scope	Estimated Qty.	UoM	Unit Rate	Estimated Cost
A1	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites	10,000	CY	\$ 7.95	\$ 79,500.00
A2	Debris Removal from Debris management Sites DMS and Hauling to Final Disposal Site	5,000	CY	\$ 4.20	\$ 21,000.00
A3	Debris Removal from Public Property Right-of-Way and Hauling directly to Final Disposal Site		CY	\$ 9.00	\$ -
A4	Cost per mile for alternate disposal sites outside of Lee County.		Cost/Mile	\$ 40.00	\$ -
A5	Management of Debris Management Sites DMS		CY	\$ 1.00	\$ -
A6	Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site (Will Honor for C&D Compaction)	10,000	CY	\$ 2.90	\$ 29,000.00
A8	Pick Up and Haul of White Goods to Disposal Site within County	200	Unit	\$ 60.00	\$ 12,000.00
A9	Pick Up and Disposal of Hazardous Material	10,000	LB	\$ 9.00	\$ 90,000.00
A10	Freon Management and Recycling	100	Unit	\$ 30.00	\$ 3,000.00
A11	Non Domestic Dead Animal Collection and Transportation to final disposal.		Each	\$ 25.00	\$ -
A12	Stump < 24 inch diameter		Per Stump	\$ 150.00	\$ -
A13	Stump > 24 inch diameter to 47.99 inch diameter		Per Stump	\$ 290.00	\$ -
A14	Stump 48 inch diameter and greater		Per Stump	\$ 390.00	\$ -
A15	On site stump grinding including filling hole with wood chips		Per Inch	\$ 15.00	\$ -
A16	Hangers >2 inches at the point of breakage, or whatever the current minimum is at the time of the storm event		Per Tree	\$ 70.00	\$ -
A18	Trees that can only be accessed by "Mechanized Equipment" (i.e., bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)				
	6" to 12.99" diameter		Per Tree	\$ 85.00	\$ -
	13" to 23.99" diameter		Per Tree	\$ 185.00	\$ -
	> 24" diameter		Per Tree	\$ 300.00	\$ -
B1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.		CY	\$ 18.90	\$ -
B2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal		CY	\$ 14.00	\$ -
B3	Removal of Eligible vehicles - haul to designated staging or final disposal.		Unit	\$ 150.00	\$ -
B4	Removal of eligible Vessel from (Land)		LF	\$ 80.00	\$ -
B5	Demolition of Private Structure (NON-RACM)		CY	\$ 20.00	
B6	Dead Fish and/or Algae, including removal and sand raking from beaches.		CY	\$ 4.00	
B7	Beach/Lake Restoration - Berm/Beach Construction		CY	\$ 36.00	
B8	Canal Shoreline Restoration		LF	\$ 32.00	
ADDITIONAL SERVICES					
1	Waterway Debris Removal (Canals, Open Water, or Ditches) hauled to DMS or Final Disposal Site				
	Water Based Operations		CY	\$ 120.00	\$ -
	Land Based Operations		CY	\$ 42.00	\$ -
2	Collect and Haul E-Waste to DMS of Final Disposal Site	400	Unit	\$ 40.00	\$ 16,000.00
3	Debris Collection and Hauling to DMS from County Owned or Maintained Properties other than ROW		CY	\$ 18.00	\$ -
4	Private Property Debris Remove, Hauled to DMS or Final Disposal Site		CY	\$ 15.60	
5	Private Property Leaners and Hanger Removal (Cut and Drop)				
	Hangers		Tree	\$ 125.00	
	Leaners		Tree	\$ 450.00	
6	Rental and Operation of Barge and Tug - 110 x 30- (plus fuel)		Per Day	\$ 12,500.00	\$ -
	Mobilization for Barge and Tug		LS	\$ 40,000.00	\$ -
	De-Mobilization for Barge and Tug		LS	\$ 40,000.00	\$ -
C9	22' - 31' Work Boat with Captain (Inclusive of Fuel, Mooring and Mobilization)		Per Boat/Per Day	\$ 2,600.00	\$ -
SECTION 2: WORK CREWS					
C11	Wheel Loader w/ operator, 2.5 cy, Foreman with support vehicle and small equipment, Laborer w/ chainsaw & two (2) laborers with small tools		Hourly (entire crew)	\$ 295.00	\$ -
Pass Through Items					
1	Generators		LS	N/A	
2	Pumps		LS	N/A	
5	Disposal Cost (Pass through wit no mark up) - Only a place holder at this time		TBD	TBD	\$ 217,000.00
				Total Estimate	\$ 467,500.00
Please note this is a preliminary estimate. Invoicing will be based on actual quantities reconciled by the monitoring firm.					



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: (239) 949-6262

PURCHASE ORDER # EO20250002

TO: Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, FL 32751

DATE: October 4, 2024

RE: **Disaster Recovery Services**

Debris monitoring estimate:

Description	Total
Estimate Debris Monitoring	\$97,860.00
TOTAL ESTIMATE	\$97,860.00

For questions regarding the above purchase order, please contact Kim Walters, Executive Administrative Assistant, 239-949-6262.

General Ledger Account Coding: TBD


Matt Feeney, Public Works Director



October 3, 2024

Matt Feeney
Assistant City Manager
9101 Bonita Beach Road
Bonita Springs, FL 34134

Electronically submitted to: matt.feeney@cityofbonitasprings.org

RE: **Disaster Debris Monitoring Services Budget Estimate | Bonita Springs, FL**

Dear Mr. Feeney,

Thompson Consulting Services (Thompson) is pleased to submit the following budget estimate to provide debris removal monitoring services to the City of Bonita Springs, FL (City). The scope and budget have been prepared based on Thompson's current understanding of the scope of work and assumptions provided below. The following table provides an estimated budget total, the hours and labor to meet the anticipated debris monitoring requirements for the period indicated.

Cost Proposal and Schedule

The following table provides an estimated budget total as well as the hours and labor to meet the anticipated debris monitoring requirements for the period indicated.

Debris Removal Monitoring Services						
Positions	Hourly Rate (\$)	Est. Staff	Avg. Hours per Day	Est. Days	Est. Total Hours	Est. Total
Project Manager	\$95.00	1	2	30	60	\$5,700.00
Field Monitors	\$36.00	2	12	30	720	\$25,920.00
Field Monitors (DMS)	\$36.00	4	12	30	1,440	\$51,840.00
GIS Operator	\$55.00	1	4	30	120	\$6,600.00
Operations Manager (Data/Billing)	\$65.00	1	4	30	120	\$7,800.00
Estimated Total						\$97,860.00

Assumptions to the Estimate:

- Estimated **30** days to complete collection and disposal operations
- Right-of-way debris collection
- Estimated **2** debris management sites
- An average of **2** debris collection trucks operating

It is Thompson's objective to deliver our services at or below the budget estimate for the period of performance. Staffing levels are projected based on estimated crew configurations and average monitor needs per crew. As needs change, or as the project nears completion, Thompson will adjust the number of personnel assigned to the contract accordingly. In the event that Thompson exceeds the hourly billings outlined above, Thompson will immediately notify the City in writing. Deviations from the budget may occur if the City requests changes to the level of assistance Thompson is to provide.

Thompson is looking forward to assisting the City with its disaster recovery. If you have any questions concerning this letter proposal, please contact Thompson.

Oliver Yao, Vice President 407.462.0628; oyao@thompsoncs.net

Nate Counsell, Executive Vice President 407.619.2781; ncounsell@thompsoncs.net

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle

President, Thompson Consulting Services

ITEM TITLE: Approval of Interlocal Agreement with Lee County for transit services within the City of Bontia Springs.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Transporation

BACKGROUND:

The attached proposed Interlocal Agreement with Lee County for LeeTran transit services will provide for services within the City of Bonita Springs as identified in SECTION TWO and Exhibit A, from January 30, 2025 through January 29, 2026.

The contract is in the amount of \$605,590.59. The City's FY 2024-2025 budget provides for the funding of the contract.

STAFF RECOMMENDATION: Staff recommends approval of the Interlocal Agreement with Lee County for LeeTran transit services.

ATTACHMENTS:

1. Interlocal Agreement for Transit Services
-

REVIEWERS:

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

THAT THE TROC and RMC ("Interlocal Agreement") do hereby entered
to the _____ agreement between Lee County
County Board of Charter Commissioners the state or where referred to
"County") established through the Board of County Commissioners the power
body thereof the City of Bonita Springs each corporation the state or
or where referred to "City") established through the City Council the
power body thereof collect the "Parties" hereto

H.R. both the Court and Circuit read me offered not through
or don't take court or don't take ended to enter to
interlocutory appeal for the third circuit order of docket

H.R. transferred the code to the City and ported it to rd on the free to probe the City.

☐ H ☐ R ☐ the Co ☐ t ☐ d Ct ☐ d th t e ☐ t e r ☐ o ☐ th ☐ t e r ☐ o ☐ c ☐ r e e ☐ e ☐ t ☐
☐ e ☐ r ☐ e ☐ b ☐ c ☐ r ☐ o ☐ e ☐ d ☐ to the b e ☐ t o the b ☐ c ☐

The role ed te o th ter oc ree e t o de e the ter d
co d to b h ch the r te ro de ro r or tr er ce to the c ite o
Bo t

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SECTION TWO: OPERATION, SERVICE AREA AND FARES

Controlo de eficácia do trabalho de rede

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☐ th-Cor-Court

_____are charged to _____for the de_____ed route _____be based _____o
the County's current fare structure.

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SECTION THREE: RIGHTS AND RESPONSIBILITIES

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But Court may be required to be more active in its role of protecting the public interest and the health of the community. The Court's role may be more active in the future.

The parties agree that neither party shall be deemed to have agreed or
to either party that the subject of the document is

Contractor shall not be liable for the cost of any repairs or maintenance
to the property or the cost of any repairs or maintenance to the property
the contractor shall not be liable for the cost of any repairs or maintenance
to the property or the cost of any repairs or maintenance to the property

SECTION EIGHT: LIABILITY

The contractor shall be liable for the cost of any repairs or maintenance
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to the property or the cost of any repairs or maintenance to the property
to the property or the cost of any repairs or maintenance to the property

SECTION NINE: NOTICES

Notice to the Contractor shall be given by the Contractor to the
owner or the owner's agent or the owner's agent or the owner's agent
or the owner's agent or the owner's agent or the owner's agent
or the owner's agent or the owner's agent or the owner's agent

For the City

City Manager
City of Boston
Boston Beach Road
Boston

For the Contractor

Trust Director
Lee Trust
Metro Trust
Port Mer

SECTION TEN: EFFECTIVE DATE AND PERIOD OF AGREEMENT

The Contractor shall be liable for the cost of any repairs or maintenance
to the property or the cost of any repairs or maintenance to the property
to the property or the cost of any repairs or maintenance to the property
to the property or the cost of any repairs or maintenance to the property

SECTION ELEVEN: SEVERABILITY

Notwithstanding to the Contractor shall be liable for the cost of any repairs or maintenance
to the property or the cost of any repairs or maintenance to the property
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SECTION TWELVE: FILING

The Contractor shall be liable for the cost of any repairs or maintenance
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to the property or the cost of any repairs or maintenance to the property
to the property or the cost of any repairs or maintenance to the property

Lee County Clerk of the Circuit Court Monte DeRett and the Clerk of the Circuit Court
Boatman

THAT the Honorable Court hereby ordered that the interocurrent fee be paid to
be collected on the day of the year to be written

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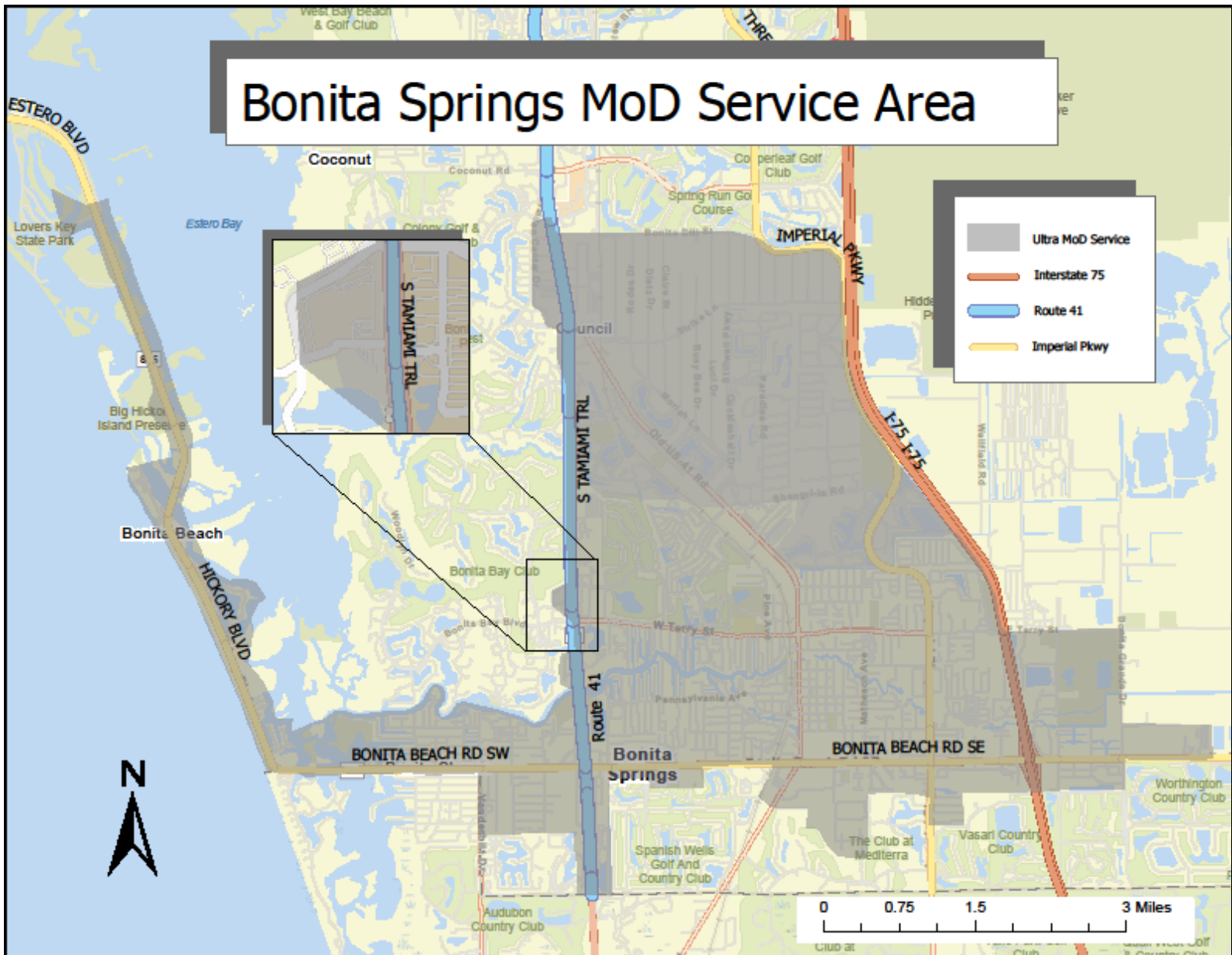
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Lee County Clerk

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Chair

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Lee County Attorney's Office

Exhibit A – MOD ☐ ☐
Service Area and ¾ Mile Paratransit Service Area



Route 600 3/4 Mile Buffer

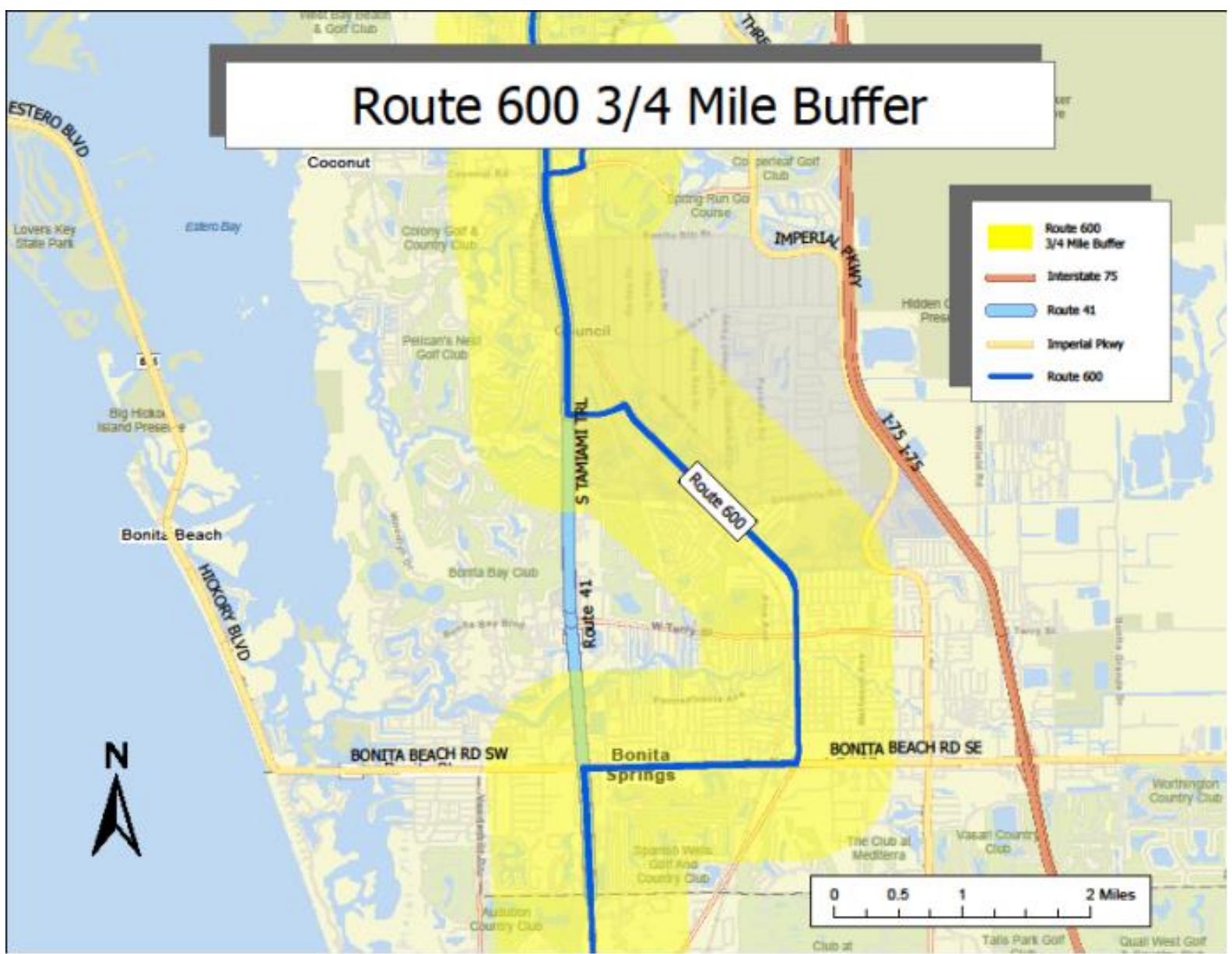


Exhibit B Cost Breakdown

FY25 Bonita Springs Demand Response Transit								
Monday through Sunday Service								
	Cost Per Hour	Hours Mon-Sun	Days Mon-Sun	Annual Hours	Cost Per Mile	Daily Revenue Miles	Total Cost	
Vehicle 1								
Boatwright				8				
Fee Cost		8		8				
SUB-TOTAL	\$ 60.9760	13.00	359	4,667	\$ 1.6100	68,210	\$	394,393.09
Vehicle 2								
Boatwright				8				
Fee Cost		8		8				
SUB-TOTAL	\$ 60.9760	13.00	359	4,667	\$ 1.6100	68,210	\$	394,393.09
Vehicle 3								
Boatwright				8				
Fee Cost		8		8				
SUB-TOTAL	\$ 60.9760	13.00	359	4,667	\$ 1.6100	68,210	\$	394,393.09
Vehicle 4								
Boatwright						8		
Fee Cost								
SUB-TOTAL	\$ 60.9760	13.00	359	4,667	\$ 1.6100	68,210	\$	394,393.09
TOTAL Vehicles								
							-	\$ 1,577,572.37
Contributing Share								
Boatwright							\$	605,590.59
Fee Cost							\$	971,981.78
Mon through Sun service excluding 6 holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas)								
* Figures based on Full Cost Allocation Model FY25 with 3% CPI and includes deadhead time to route								

ITEM TITLE: Authorize use of Lee County's contracts with CrowderGulf Disaster Recovery & Debris Management and with Thompson Consulting Services for Hurricane Milton recovery.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #5 Strengthen/Enhance City Finances, #3 Community Aesthetics

BACKGROUND: On November 16, 2022, the City of Bonita Springs ratified us of Lee County's current contracts for CrowderGulf Disaster Recovery & Debris Management and Thompson Consulting Services.

On October 14, 2024, a Notice to Proceed was issued to each company for Hurricane Milton with a Not to Exceed Purchase order in the amount of:

CrowderGulf - \$1,199,280.00

Thompson - \$156,576.00

STAFF RECOMMENDATION: Staff recommends confirming the use of Lee County's current contracts with CrowderGulf Disaster Recovery & Debris Management and with Thompson Consulting Service for Hurricane Milton recovery.

ATTACHMENTS:

1. ☐ Letter of Authorization from Lee County
2. ☐ CrowderGulf Not to Exceed Purchase Order
3. ☐ Thompson Not to Exceed Purchase Order

REVIEWERS:

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



Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

October 1, 2024

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Mr. Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Rd
Bonita Springs, FL 34134

Utilizing Lee County's Disaster Recovery and Monitoring Contracts

Dear Mr. Feeney,

Lee County Solid Waste has reviewed the City of Bonita Spring's request to utilize the following Lee County Board of County Commissioners approved contract to produce services relating to disaster recovery:

RFP220362BJB Disaster Recovery Services for Lee County

- Primary Vendor: Crowder Gulf Joint Venture Inc.

RFP210330BJB Disaster Debris Monitoring for Lee County

- Primary Vendor: Thompson Consulting Services, LLC

In accordance with the Lee County contracts, reference above, the City of Bonita Springs is authorized to utilize at their discretion. The County will provide access to one or more temporary debris management sites once they become available.

Sincerely,

Christine Brady
Assistant County Manager

cc: Dave Harner, County Manager
Doug Whitehead, Solid Waste Director
Mary Tucker, Procurement Director



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: (239) 949-6262

PURCHASE ORDER # EO2025003

TO: CrowderGulf
5435 Business Parkway
Theodore, AL 36582

DATE: October 14, 2024

RE: **Disaster Recovery Services**

Debris removal Hurricane Milton:

Description	Total
Not to Exceed Amount	\$1,199,280.00
TOTAL	\$1,199,280.00

For questions regarding the above purchase order, please contact: Kimberly Walters,
Executive Administrative Assistant, (239) 949-6242

General Ledger Account Coding: **TBD**

Matt Feeney, Assistant City Manager

Bonita Springs, FL - Hurricane Milton Preliminary Estimate					
Estimate Date: 10/13/2024					
Debris Qty Estimate based on assessment and industry standards					
Item	Scope	Estimated Qty.	UoM	Unit Rate	Estimated Cost
A1	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites	20,000	CY	\$ 7.95	\$ 159,000.00
A2	Debris Removal from Debris management Sites DMS and Hauling to Final Disposal Site	10,000	CY	\$ 4.20	\$ 42,000.00
A3	Debris Removal from Public Property Right-of-Way and Hauling directly to Final Disposal Site		CY	\$ 9.00	\$ -
A4	Cost per mile for alternate disposal sites outside of Lee County.		Cost/Mile	\$ 40.00	\$ -
A5	Management of Debris Management Sites DMS		CY	\$ 1.00	\$ -
A6	Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site (Will Honor for C&D Compaction)	20,000	CY	\$ 2.90	\$ 58,000.00
A8	Pick Up and Haul of White Goods to Disposal Site within County	300	Unit	\$ 60.00	\$ 18,000.00
A9	Pick Up and Disposal of Hazardous Material	20,000	LB	\$ 9.00	\$ 180,000.00
A10	Freon Management and Recycling	150	Unit	\$ 30.00	\$ 4,500.00
A11	Non Domestic Dead Animal Collection and Transportation to final disposal.		Each	\$ 25.00	\$ -
A12	Stump < 24 inch diameter		Per Stump	\$ 150.00	\$ -
A13	Stump > 24 inch diameter to 47.99 inch diameter		Per Stump	\$ 290.00	\$ -
A14	Stump 48 inch diameter and greater		Per Stump	\$ 390.00	\$ -
A15	On site stump grinding including filling hole with wood chips		Per Inch	\$ 15.00	\$ -
A16	Hangers >2 inches at the point of breakage, or whatever the current minimum is at the time of the storm event		Per Tree	\$ 70.00	\$ -
A18	Trees that can only be accessed by "Mechanized Equipment" (i.e., bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)				
	6" to 12.99" diameter		Per Tree	\$ 85.00	\$ -
	13" to 23.99" diameter		Per Tree	\$ 185.00	\$ -
	> 24" diameter		Per Tree	\$ 300.00	\$ -
B1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.		CY	\$ 18.90	\$ -
B2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal		CY	\$ 14.00	\$ -
B3	Removal of Eligible vehicles - haul to designated staging or final disposal.		Unit	\$ 150.00	\$ -
B4	Removal of eligible Vessel from (Land)		LF	\$ 80.00	\$ -
B5	Demolition of Private Structure (NON-RACM)		CY	\$ 20.00	
B6	Dead Fish and/or Algae, including removal and sand raking from beaches.		CY	\$ 4.00	
B7	Beach/Lake Restoration - Berm/Beach Construction		CY	\$ 36.00	
B8	Canal Shoreline Restoration		LF	\$ 32.00	
ADDITIONAL SERVICES					
1	Waterway Debris Removal (Canals, Open Water, or Ditches) hauled to DMS or Final Disposal Site				
	Water Based Operations		CY	\$ 120.00	\$ -
	Land Based Operations		CY	\$ 42.00	\$ -
2	Collect and Haul E-Waste to DMS of Final Disposal Site	800	Unit	\$ 40.00	\$ 32,000.00
3	Debris Collection and Hauling to DMS from County Owned or Maintained Properties other than ROW		CY	\$ 18.00	\$ -
4	Private Property Debris Remove, Hauled to DMS or Final Disposal Site		CY	\$ 15.60	
5	Private Property Leaners and Hanger Removal (Cut and Drop)				
	Hangers		Tree	\$ 125.00	
	Leaners		Tree	\$ 450.00	
6	Rental and Operation of Barge and Tug - 110 x 30- (plus fuel)		Per Day	\$ 12,500.00	\$ -
	Mobilization for Barge and Tug		LS	\$ 40,000.00	\$ -
	De-Mobilization for Barge and Tug		LS	\$ 40,000.00	\$ -
C9	22' - 31' Work Boat with Captain (Inclusive of Fuel, Mooring and Mobilization)		Per Boat/Per Day	\$ 2,600.00	\$ -
SECTION 2: WORK CREWS					
C11	Wheel Loader w/ operator, 2.5 cy, Foreman with support vehicle and small equipment, Laborer w/ chainsaw & two (2) laborers with small tools	20	Hourly (entire crew)	\$ 295.00	\$ 5,900.00
Pass Through Items					
1	Generators		LS	N/A	
2	Pumps		LS	N/A	
5	Disposal Cost (Pass through wit no mark up) - Only a place holder at this time		TBD	TBD	\$ 500,000.00
Total Estimate					\$ 999,400.00
Please note this is a preliminary estimate. Invoicing will be based on actual quantities reconciled by the monitoring firm.					



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: (239) 949-6262

PURCHASE ORDER # EO2025004

TO: Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, FL 32751

DATE: October 14, 2024

RE: **Disaster Recovery Services**

Debris removal Hurricane Milton:

Description	Total
Not to Exceed Amount	\$156,576.00
TOTAL	\$156,576.00

For questions regarding the above purchase order, please contact: Kimberly Walters, Executive Administrative Assistant, (239) 949-6242

General Ledger Account Coding: **TBD**

Matt Feeney, Assistant City Manager



October 14, 2024

Matt Feeney
Assistant City Manager
9101 Bonita Beach Road
Bonita Springs, FL 34134

Electronically submitted to: matt.feeney@cityofbonitasprings.org

RE: **Disaster Debris Monitoring Services Budget Estimate Hurricane Milton | Bonita Springs, FL**

Dear Mr. Feeney,

Thompson Consulting Services (Thompson) is pleased to submit the following budget estimate to provide debris removal monitoring services to the City of Bonita Springs, FL (City). The scope and budget have been prepared based on Thompson's current understanding of the scope of work and assumptions provided below. The following table provides an estimated budget total, the hours and labor to meet the anticipated debris monitoring requirements for the period indicated.

Cost Proposal and Schedule

The following table provides an estimated budget total as well as the hours and labor to meet the anticipated debris monitoring requirements for the period indicated.

Debris Removal Monitoring Services

Positions	Hourly Rate (\$)	Est. Staff	Avg. Hours per Day	Est. Days	Est. Total Hours	Est. Total
Project Manager	\$95.00	1	2	40	80	\$7,600.00
Field Monitors	\$36.00	2	12	40	960	\$34,560.00
Field Monitors (DMS)	\$36.00	4	12	40	1,920	\$69,120.00
GIS Operator	\$55.00	1	4	40	160	\$8,800.00
Operations Manager (Data/Billing)	\$65.00	1	4	40	160	\$10,400.00
Estimated Total						\$130,480.00

Assumptions to the Estimate:

- Estimated **40** days to complete collection and disposal operations
- Right-of-way debris collection
- Estimated **2** debris management sites
- An average of **2** debris collection trucks operating

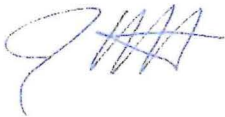
It is Thompson's objective to deliver our services at or below the budget estimate for the period of performance. Staffing levels are projected based on estimated crew configurations and average monitor needs per crew. As needs change, or as the project nears completion, Thompson will adjust the number of personnel assigned to the contract accordingly. In the event that Thompson exceeds the hourly billings outlined above, Thompson will immediately notify the City in writing. Deviations from the budget may occur if the City requests changes to the level of assistance Thompson is to provide.

Thompson is looking forward to assisting the City with its disaster recovery. If you have any questions concerning this letter proposal, please contact Thompson.

Oliver Yao, Vice President 407.462.0628; oyao@thompsoncs.net

Nate Counsell, Executive Vice President 407.619.2781; ncounsell@thompsoncs.net

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle

President, Thompson Consulting Services

ITEM TITLE: Approve modification #4 to the contract agreement between the City of Bonita Springs and Florida Division of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 for project closeout and approve resolution for budget amendment.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen City Finances, 4) Environmental Protection

BACKGROUND: The original contract between the City of Bonita Springs and Florida Division of Emergency Management (FDEM) for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 was executed on January 17, 2020. The initial funding amount from FDEM was \$200,612.50 with a required city match of \$66,937.50.

There have been three (3) previous modifications to the existing contract. They are:

Mod #1 – Time extension from December 30, 2020 to September 30, 2021

Mod #2 - Time extension from September 30, 2021 to March 31, 2022 and increases the contract allocation by \$3,800 for a contract total of \$204,612.50

Mod #3 - Time extension from March 31, 2022 to March 31, 2023

Modification #4 provides for a contract extension from March 31, 2023 to December 31, 2024 and increases the contract allocation by \$9,187.50 for a final contract total of \$213,800. A resolution to approve a budget amendment is required to provide the additional grant funding.

Once modification #4 has been executed and all reimbursement documentation is submitted to FDEM, this project will be closed out.

STAFF RECOMMENDATION: Approve modification #4 to the contract agreement between the City of Bonita Springs and Florida Department of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 for project closeout and approve resolution for budget amendment

ATTACHMENTS:

1. FDEM Modification #4 Contract
2. Resolution for Budget Amendment

REVIEWERS:

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

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita
PROJECT #:	00000000R
PROJECT TITLE:	City of Bonita Community Center Bonita Community Center Food Store Enhancement
CONTRACT #:	H00000
MODIFICATION #:	000000

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Matthew Director Bonita Beach Road Bonita Community Center

I hereby certify that the proposed contract is to be between the City of Bonita Springs and the Board of Directors of the Community Center.

	COMPLETE
☐	The project is required to be included in the Request for Review and Approval
☐	Reviewed and approved
☐	Dated Electronic Copy of the Resolution
☐	Copy of the organization's resolution or charter that is recorded in the Clerk's Office to that the Board is authorized to enter into the Contract
☐	Attachment of the order of the Board of Directors to enter into the Contract dated and dated
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☐	Attachment of the order of the Board of Directors to enter into the Contract dated and dated
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☐	Attachment of the order of the Board of Directors to enter into the Contract dated and dated

I hereby certify that the contract is authorized to be entered into by the Board of Directors of the Community Center.

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Budget and Scope of Work

STATEMENT OF PURPOSE:

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PROJECT OVERVIEW:

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he completed the book. He returned to the office and continued to work.

[illegible]

The project shall be designed to provide protection for the intellectual property which be-
comes a trade secret, and the Federal Trade Commission shall be required to

TASKS & DELIVERABLES:

A) Tasks:

The **Builder** interface defines the **build** method, which is used to create the **Builder** object. The **Builder** interface also defines the **getBuilder** method, which is used to get the **Builder** object. The **Builder** interface also defines the **getBuilder** method, which is used to get the **Builder** object.

The ROC curve for the model is shown in the following figure. The area under the curve is 0.75, which is a good performance for a binary classifier.

The ☐ Recipient and contractor shall be responsible for obtaining all necessary permits or fees for the drilling of the well or The contractor shall obtain all necessary permits or fees and be responsible for

The ☐ b Rec ☐ e i t h ☐ e ☐ r e t h ☐ t o c o ☐ t r ☐ c t o r ☐ o r ☐ b c o ☐ t r ☐ c t o r ☐ r e d e b ☐ r e d o r ☐ ☐ e ☐ d e d ☐ r o ☐
☐ r t c ☐ t ☐ ☐ e d e r ☐ ☐ e d e d ☐ r o e c t ☐

The selected contractor in the current round occurred to the best of the recipient's knowledge or the time of the offer or order. The b Recipient has no record of it to

that the Contractor shall be responsible for the design and construction of the project and shall be responsible for the design and construction of the project and shall be responsible for the design and construction of the project.

Revised and approved third party design and construction shall be conducted by the Design and Construction team in the Design and Construction team.

Contractor shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project.

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The Design and Construction team shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project.

B) Deliverables:

Minimum project completion date shall be the date of completion of the project and shall be the date of completion of the project and shall be the date of completion of the project.

The project shall be completed by the date of completion of the project and shall be the date of completion of the project and shall be the date of completion of the project.

Contractor shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

The Design and Construction team shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project.

Design and Construction team shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project.

Contractor shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project and shall be responsible for the Design and Construction of the project.

D) Environmental:

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8 he h e co eted the b Rec e t t r o d e co eted de c c t o
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b e c c e t b e o r BC o h e r o o c o t r a c t o c t t e o r t h r o e c t h e b e
r o e d

The bRecNet method could be better than the HM and other or other force reduction method to the third order of the C.R.

b Rec e i t M e e i t Co t R M C e e e t e d e r t h e D e r t e R e e e d R e c o e r e c t
 o 8 D R R e e d e d e c t o o t h e t t o r d e c t e d t h e H e r d M i t t o r r t r o r
 M e e i t Co t t e r M o o c r o d e e d e r e d e r H M t o
 b R e c e i t t o e c e t e t h e r r t d c o e t e c t t i e t e e e r

RMC to incorporate to CR to be rethought. Hard
 M to force HM to be rethought. Hard
 to be rethought. Hard

b) ☐ direct or ☐ indirect control ☐ direct and ☐ indirect control ☐ indirect control only

☐ located in the ☐ country ☐ located in the ☐ country ☐ located in the ☐ country

code RMC code exceed on the total project cost recorded

d RMC eder ded d be re b red b ed o ct co t c r red or e ch
d d Re e t or Re b r e e t R R b tted th the re red doc e t t o

e RMC h b e r e c o c e d t c t c o t o r t e r b d b

the project Record to Retire reduced total project cost relative to RMC over entire life cycle based on the time and resources required to manage the project.

This Memorandum is submitted under HM M DR and it is intended for the use of the HM in accordance with the Oer to free it or Destroy.

On Monday, 10th October, 2011, the project was completed. The project was completed on the 10th of October, 2011.

F) FINANCIAL CONSEQUENCES:

The **Rec**ept to co nter o the rd the D h t e o e or ore o the
o o ct o r r te the c rc t ce

Te or r thhod c h e t e d correct o o the de ce c b the b Rec e t

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Schedule of Work

Phase I –

Initial Contract _____ Month _____

Bidding process _____ Month _____

Design/Procurement _____ Month _____

Construction _____ Month _____

Delivery/Installation _____ Month _____

Total Period of Performance: 65 Months

BUDGET

Line Item Budget*

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Material _____	_____	_____	_____
Labor _____	_____	_____	_____
Fee _____	_____	_____	_____8 _____
Initial Agreement Amount:	\$267,250.00	\$200,437.50	\$66,812.50
Construction _____	_____	_____	_____
Project Total:	\$267,250.00	\$200,437.50	\$66,812.50
****SRMC			
SRMC _____	_____	_____	
SRMC reserve _____	_____	_____	
SRMC Total:	\$13,362.50	\$13,362.50	

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$13,362.50 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal share		
Non-Federal share	8	
Total Project Cost:	\$267,250.00	(100.00%)
SRMC		

PURPOSE: The purpose of this document is to establish the policy and procedures for the management of the company's information resources. This document is intended to provide a framework for the development and implementation of information management policies and procedures. The document is intended to be used as a guide for the development and implementation of information management policies and procedures. The document is intended to be used as a guide for the development and implementation of information management policies and procedures.

[illegible]

- ## NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

☐ I agree to be elected or appointed to the board of directors or officer or member or director of the corporation.

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Personal Services		
Personal Services Benefits		
Books		
Accrued Paid Time Off		
Deferred Compensation		
Retirement Contributions		
Medical Expenses		
Life Insurance		
Reimbursements/Allowances		
Motor Vehicle Expense		
Transportation Costs		
Telephone Expense		
Medical Expense Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget. Signature Print Name Title Date		

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

**A RESOLUTION OF THE CITY OF BONITA SPRINGS,
FLORIDA; APPROVING THE BUDGET AMENDMENT
FOR FISCAL YEAR 2024-2025 FOR MODIFICATION #4
TO THE GRANT AGREEMENT FOR THE SPRING
CREEK/BONITA SPRINGS GOLF COURSE FLOOD
IMPROVEMENT PROJECT, PHASE 1; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 18, 2024, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2025, Fiscal Year 2024-2025; and

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

WHEREAS, as outlined in City Council agenda item 24-11-166 the City approves modification #4 to the contract agreement between the City of Bonita Springs and Florida Division of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project, Phase 1 for project closeout.

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Florida:

Section 1: The above “Whereas” clauses are true, correct, and incorporated herein by reference.

Section 2: Additional grant revenue of \$9,187.50 (13.705.3345200) will be budgeted and additional expenditures of \$9,187.50 (30.250.538.6810) Spring Creek/Bonita Springs Golf Course Flood Improvement Project will be budgeted.

Section 3. This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of November, 2024.

Attest:

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Green Sheet No. 23-11-167
November 6, 2024

STRATEGIC PRIORITY: none

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

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

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: _____

Effective Date/Time: _____

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

Phone: 239/949-6262

Fax: 949-6239

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

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

Organization: City of Bonita Springs
Nature of Event: Holiday in the Park
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>12-3-24</u>	<u>6am</u> to <u>4:30pm</u>	<u>4:30pm</u> to <u>8:30pm</u>	<u>8:30pm</u> to <u>10pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? yes If so, when was the last event? 2023
Individual Contact for Activity/Event: Karson Minol Phone: 239 949 6262
Address: _____ Website: _____
E-Mail Address: _____
Major Sponsor(s): _____
Promoter(s): _____ Phone or Contact #: _____

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

Yes ☒ No ☐

Actual Anticipated number: 6,000

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

☐ ☒

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

☐ ☒

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

☒ ☐

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

15. Sanitary Facilities:

Yes No

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

☒ ☐

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

☐ ☒

Will additional refuse containers/dumpsters be provided?

☒ ☐

If yes, by whom: Eagle hawkers

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

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

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

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

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

[Signature]
Signature of Applicant

10-25-24
Date

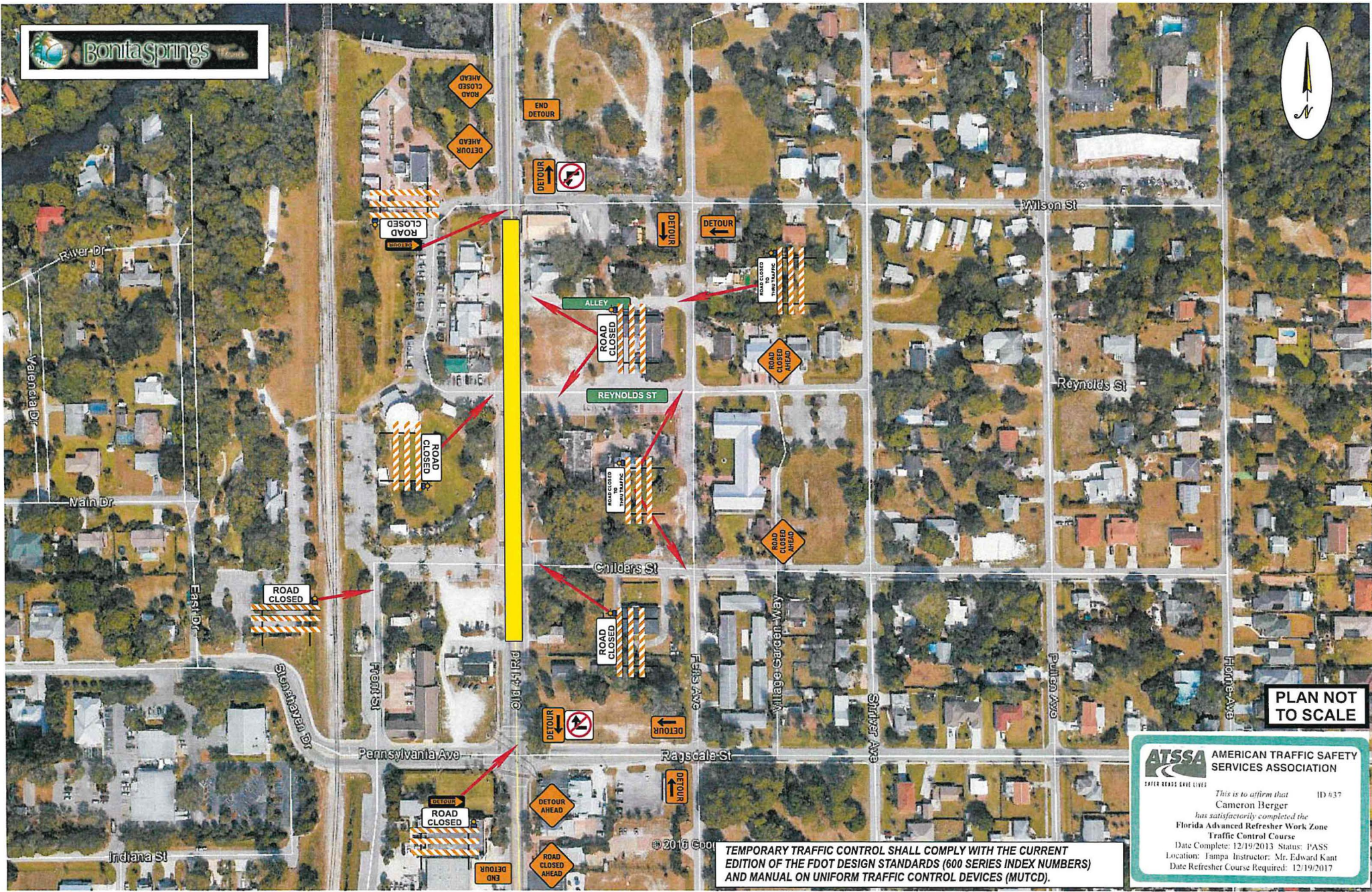
Comments: _____

Manager

Date

Comments: _____

Application Fee is non-refundable.



PLAN NOT TO SCALE

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

**ATSSA**
AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES

This is to affirm that
Cameron Berger
has satisfactorily completed the
**Florida Advanced Refresher Work Zone
Traffic Control Course**
Date Complete: 12/19/2013 Status: PASS
Location: Tampa Instructor: Mr. Edward Kant
Date Refresher Course Required: 12/19/2017

ID #37

The City of Bonita Springs Presents An Old Fashioned



Holiday in the Park

FREE
EVENT!

& Annual Tree Lighting

Tuesday December 3rd
Riverside Park, Bonita Springs
4:30-8:30 pm

Enjoy the sounds of the season!
Showcasing some of the best musical
talent in the area.

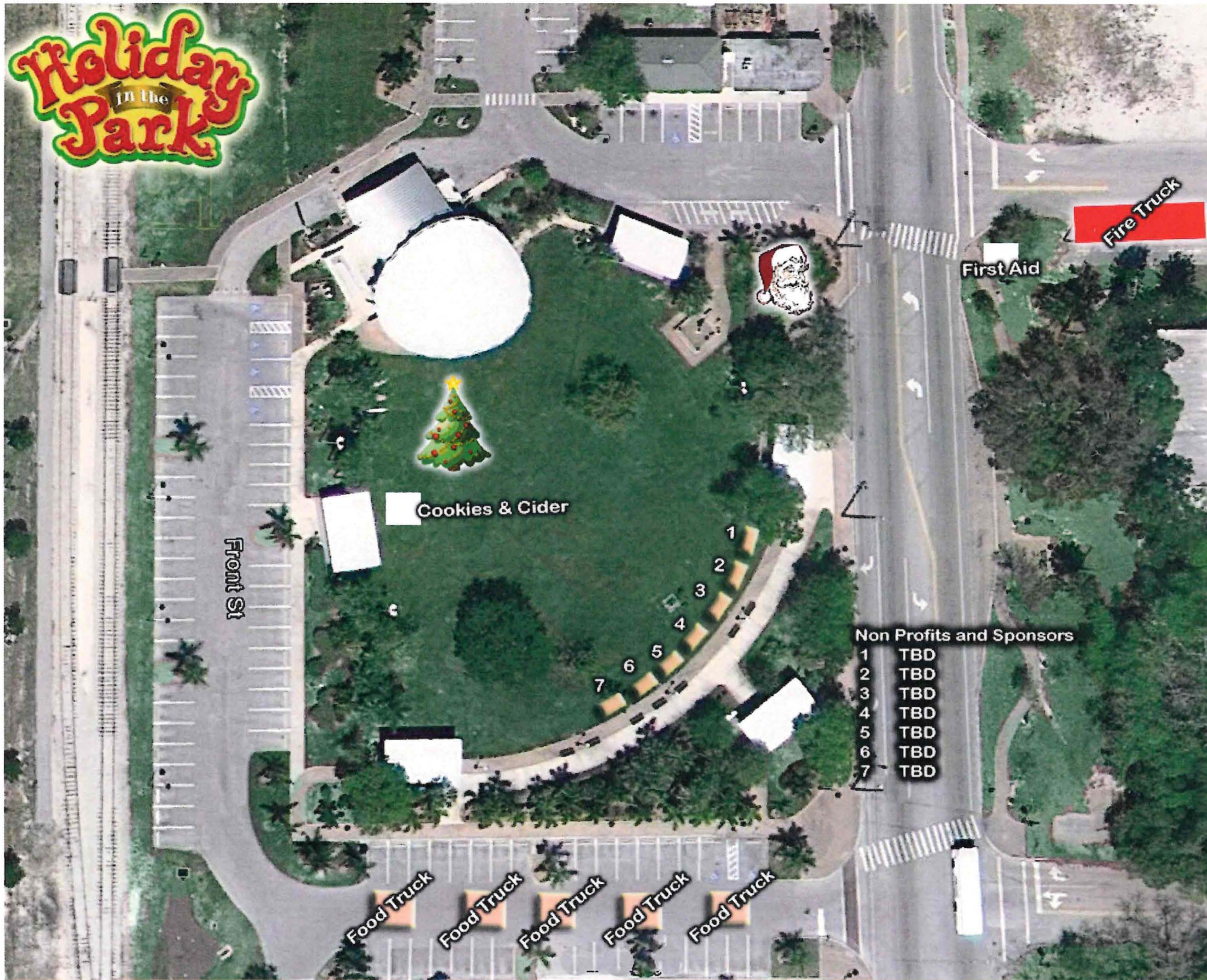
With snow flurries in the park!
And a visit from Santa & Mrs. Claus!

Please leave pets & coolers at home
Bring your lawn chairs or blankets



Artist Cottages and Historical Society will be open!

Holiday In the Park



THE CITY OF BONITA SPRINGS

Annual Downtown Bonita Springs

Holiday Lighting Contest

Judges will review businesses
in the evening of Monday,
Dec. 2nd, 2024.

The Bonita Springs Special Events
Committee will judge each
participating business. The
Committee will pick a 1st, 2nd, and
3rd place winner to be announced at
the Holiday in the Park event on
Dec. 3rd, 2024.

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 24-11-168
November 6, 2024

ITEM TITLE: Approve payment of \$56,267.04 to Encore Broadcast Solutions for the purchase and installation of a custom-built ADA compliant podium for council chambers.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY: Government Transparency

BACKGROUND:

As a follow up to the Council Chambers renovation, the next phase is to install an updated/ ADA compliant speaker's podium in chambers. In addition to being ADA compliant the podium will feature a timer and lights. The project includes a custom build and installation of the podium including all necessary hardware and labor. It has been quoted at \$56,267.04.

Encore Broadcast Solutions has agreed to extend the quote an additional thirty days, through November 22, 2024.

There is funding available in City Hall Facilities Major Repairs 30.270.519.4924.

STAFF RECOMMENDATION: Approve payment of \$56,267.04 to Encore Broadcast Solutions for the purchase and installation of a custom-built ADA complaint podium for council chambers.

ATTACHMENTS:

1. Encore quote and specifications
-

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	Lora Taylor, Director of Communications & Facilities



ATF-P42

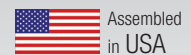
PEDASTAL SERIES. A twist the classic, this lectern combines popular features found in our other products with a pedestal style shape and enhanced cooling features for AV equipment. Devices and hardware contained within are stored securely. Work space is maximized with a pull out shelf, doc cam drawer and a FLIP-AND-STORE monitor mount.

Warranty: 3 Years Parts & Labor

PRESENTATION LECTERNS

STANDARD FEATURES

- Locking FLIP-AND-STORE Monitor Mount; fits most monitors up to 22-in diagonal (up to 21-in o.a. width) w/VESA standard monitor mounting 100mm & 75mm
- Adjustable Leveler Feet
- Perforated Front and Rear Vents for Cooling
- Locking Removable Rear Access Hatch
- Locking Pullout Document Camera Drawer
- Pull Out ADA Accessible Shelf
- Pull Out Keyboard Tray
- Premium Slides and Hardware
- Independently Locking Front Doors (Keyed Alike)
- 14RU Equipment Rack Rails
- Grommets in Worksurface and Base for Cabling
- * Specifications subject to change without notice.



LAMINATE FINISH OPTIONS



ATF-P42-AM
American Maple



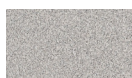
ATF-P42-CH
Cherry Heartwood



ATF-P42-TM
True Mahogany



ATF-P42-NM
Noble Mahogany



ATF-P42-SG
Stone Grafix



ATF-P42-BK
Black

Finish images are representational. If color is critical, actual samples can be provided.

ATF can build any furniture product in the laminate finish of your choice or add a stained finish to any of the premium veneer options. Custom color matching and designer finishes also available. Contact ATF to learn more.

OPTIONAL FEATURES

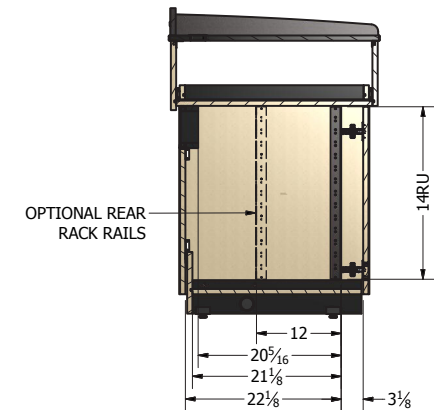
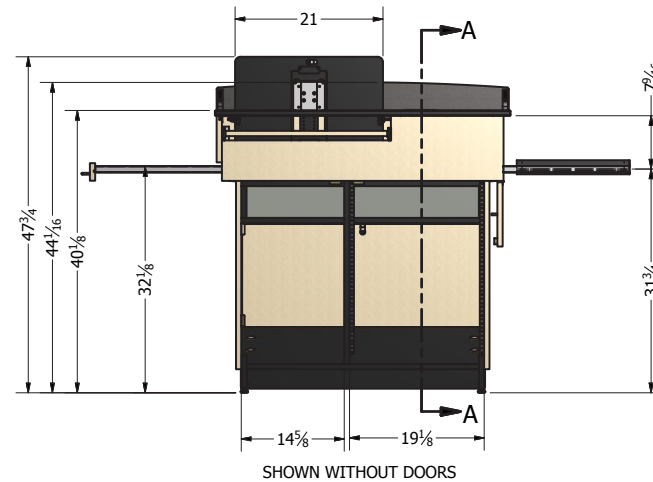
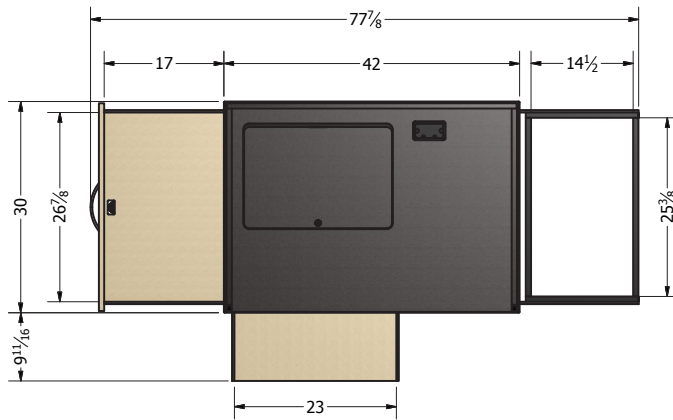
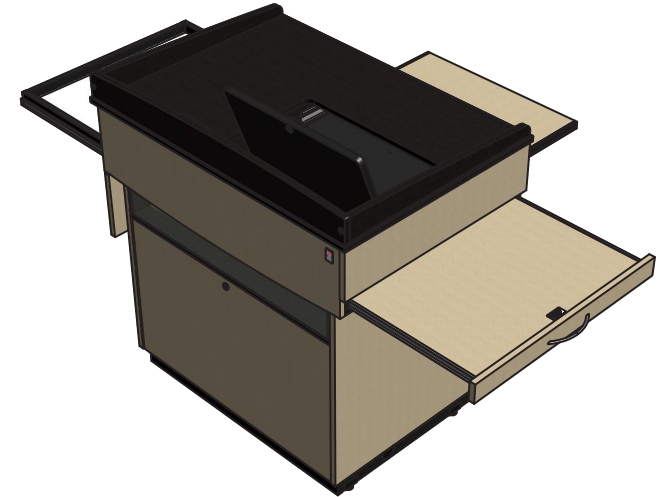
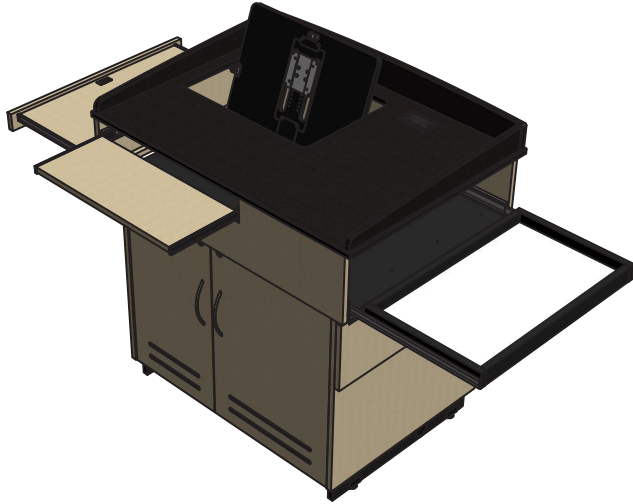
- **ATF-400-CA** Casters Option
- **ATF-COOLFAN** Cooling Fan
- **ATF-CUTOUT** Custom Cutout
- **ATF-MASPWR** 8-Outlet Surge Suppressor with Master On/Off Switch
- **ATF-RR10RU** 10RU Rack Rails
- **ATF-RR12RU** 12RU Rack Rails
- **ATF-RR14RU** 14RU Rack Rails
- **ATF-READLIGHT** Reading Light
- **ATF-CBLMGMT** Cable Mgmt. 1.5X2 Wire Duct
- **ATF-STD-IO** IO Plate Laptop Connectivity
- **ATF-STD-IO-PWR** IO Plate Laptop Connect Power
- **ATF-DUPLEX** Duplex AC Power Outlet on Worksurface
- **ATF-CC-C** Custom Lectern Crate



831 Carswell Ave. Holly Hill, FL 32117
Phone (386) 252-1348
 AmericanTechnicalFurniture.com

Call Toll Free 866-239-4204
 info@americantechnicalfurniture.com

041317



SECTION A-A
SCALE 1/14

STANDARD FEATURES:

- LAMINATE FINISH
- LOCKING FLIP AND STORE MONITOR MOUNT
- FITS MOST MONITORS UP TO 22" DIAGONAL

OPTIONAL FEATURES:

- WIDE VARIETY OF FINISH OPTIONS
- HEAVY DUTY CASTERS
- COOLING FANS



2104 W. KENNEDY BOULEVARD
TAMPA, FL 33606-1535
PH (813) 253-2774 / FAX (813) 254-5907
DTAYLOR@ENCOREBROADCAST.COM

PRO FORMA

9/23/2024

COMPANY: City of Bonita Springs
ATTENTION: Antonio Correia
ADDRESS: 9101 Bonita Beach Road
CITY/STATE/ZIP: Bonita Springs, FL 34135
PHONE:
EMAIL:

FOB: Destination
DELIVERY: TBD
VALID: 30 Days
TERMS: Net 30 w/ APO
Notes: Ref HCPS Bid#20081 to
Piggy Back

Item	Qty.	Mfg.	Model	Description	List Price	Discount	Ext. Cost
				<u>Presentation Podium</u>			
1	1	Extron	60-1731-01	Annotation Processor with HDMI Input	\$ 7,620.00	12.00%	\$ 6,705.60
1a	1	Extron	60-1604-01	4 Input HDMI Switcher	\$ 740.00	12.00%	\$ 651.20
1b	1	Extron	60-604-21	3.5" D Rack Shelf (for PSx2 and DTP Tx)	\$ 86.00	12.00%	\$ 75.68
1c	1	Extron	60-604-02	9.5" D Rack Shelf (for HDMI SW / Annotator)	\$ 86.00	12.00%	\$ 75.68
2	1	Planar	PT2245PW	22" Touchscreen for Annotation	\$ 629.00	12.00%	\$ 553.52
3	1	Extron	60-1431-01A	IPCP Pro 255 Controller w/ LinkLicense	\$ 3,450.00	12.00%	\$ 3,036.00
4	1	Extron	60-1794-01	Network Button Control Panel	\$ 870.00	12.00%	\$ 765.60
5	2	Extron	60-1562-02	7" Touch Panel (Clerk & Control Room)	\$ 2,530.00	12.00%	\$ 4,452.80
6	1	Extron	60-604-11	Rack Shelf	\$ 86.00	12.00%	\$ 75.68
7	1	Ubiquiti	USWPRO24POE	24 Port POE++ Network Switch	\$ 929.00	12.00%	\$ 817.52
8	1	Wolfvision	VZ-8neoUHD	Document Camera 4K and HD	\$ 4,495.00	12.00%	\$ 3,955.60
9	1	ATF	P42-CUSTOM	42" Wide Lectern	\$ 10,895.00	12.00%	\$ 9,587.60
10	1	Wilsonart	MISSION MAPLE	7990-38 Laminate-Vertical Grain (All Surfaces)	\$ -	12.00%	\$ -
11	1	ATF	DRAWER	Document Camera Drawer	\$ -	12.00%	\$ -
12	1	ATF	ADA SHELF	Pull Out ADA Shelf	\$ -	12.00%	\$ -
13	1	ATF	CUSTOM	Custom Panel (Timer, Control & Monitor)	\$ -	12.00%	\$ -
14	1	Dsan	PRO-2000RM	Rackmount Limitimer	\$ 1,695.00	12.00%	\$ 1,491.60
15	1	Dsan	ASL4-ND3	Audience Signal Light (4" Digits/Tricolor)	\$ 919.00	12.00%	\$ 808.72
16	1	Dsan	ASL2-ND3	Conference Signal Light (2" Digits/Tricolor)	\$ 550.00	12.00%	\$ 484.00
17	1	Shure	MX412D/C	Gooseneck Mic w/ Movable Base	\$ 478.00	12.00%	\$ 420.64
18	1	Encore	Parts	Cables, Connectors, Floor Box adapters	\$ 2,795.00	12.00%	\$ 2,459.60
19	1	Encore	Install	Labor & Programming	\$ 19,850.00	0.00%	\$ 19,850.00
TOTAL							\$ 56,267.04

TERMS:

- *Quoted price does not include applicable Sales Tax or shipping charges unless indicated above.
- *Shipping is FOB Origin - Pre Paid and added to invoice unless indicated above.
- *All credit card payments will be assessed a 3% convenience fee unless otherwise noted.

I have read and accept, by my signature, the terms of this ProForma Invoice which govern the sale of products or services to me or, if a corporation, by me as a duly authorized representative of said corporation. When sent by facsimile or email, I agree that my signature shall be conclusive evidence of the Buyer's acceptance of these terms.

ACCEPTED AND AGREED BY:

PRINT NAME:

DATE:

SIGNATURE:

ENCORE REPRESENTATIVE: DOUGLAS TAYLOR

"Experience Empowering Excellence"

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 24-11-169
November 6, 2024

ITEM TITLE: First Reading and Public Hearing of an Ordinance adopting the 2024-2025 Five Year Capital Improvement Program Annual Update.

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

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Florida Statutes §163.3177(3) (a) requires that local government comprehensive plans contain a capital improvement element designed to consider the need for and the location of public facilities. There is also the requirement that local governments review the capital improvement elements on an annual basis. As part of the mandatory Evaluation and Appraisal Review (EAR), Bonita Springs updates the five-year capital improvement schedule annually by ordinance.

A “capital improvement” generally means physical assets constructed or purchased to provide, improve, or replace a public facility, typically large scale, high in cost, and may require multi-year financing.

Exhibit A includes the budget for FY 2024-2025 which was adopted by City Council at the budget hearing on September 18, 2024.

If approved, the ordinance will be scheduled for a second reading and public hearing for November 20, 2024.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. Draft Ordinance with Exhibit A
-

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 24-__

AN ORDINANCE OF THE CITY COUNCIL OF BONITA SPRINGS, FLORIDA, ADOPTING THE 2024-2025 FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ANNUAL UPDATE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs Ordinance No. 20-01, which amended the Charter of the City of Bonita Springs, is hereby repealed and replaced by the Charter of the City of Bonita Springs, as amended by Ordinance No. 24-01, and

WHEREAS, the City of Bonita Springs Ordinance No. 24-01, which amended the Charter of the City of Bonita Springs, is hereby repealed and replaced by the Charter of the City of Bonita Springs, as amended by Ordinance No. 24-01, and

WHEREAS, the City of Bonita Springs Ordinance No. 24-01, which amended the Charter of the City of Bonita Springs, is hereby repealed and replaced by the Charter of the City of Bonita Springs, as amended by Ordinance No. 24-01, and

WHEREAS, "capital improvement" generally means physical assets constructed or purchased to provide for the improvement of the City of Bonita Springs, and

WHEREAS, the City of Bonita Springs Ordinance No. 24-01, which amended the Charter of the City of Bonita Springs, is hereby repealed and replaced by the Charter of the City of Bonita Springs, as amended by Ordinance No. 24-01, and

WHEREAS, the City of Bonita Springs Ordinance No. 24-01, which amended the Charter of the City of Bonita Springs, is hereby repealed and replaced by the Charter of the City of Bonita Springs, as amended by Ordinance No. 24-01, and

WHEREAS, the City of Bonita Springs Ordinance No. 24-01, which amended the Charter of the City of Bonita Springs, is hereby repealed and replaced by the Charter of the City of Bonita Springs, as amended by Ordinance No. 24-01, and

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

SECTION 1: RECITALS/INTENT. The City of Bonita Springs hereby certifies that the City of Bonita Springs is in compliance with the provisions of the Charter of the City of Bonita Springs, as amended by Ordinance No. 24-01, and

The Contract is entered into as set forth herein and do hereby certify that the above is a true and correct copy of the original.

SECTION 3: CODIFICATION. Insert the text to the Ct or Bo or Ct

SECTION 4: EFFECTIVE DATE The effective date of this Ordinance shall be

SECTION 5: CONFLICTS

SECTION 6: SEVERABILITY

DULY PASSED AND ENACTED BY THE CITY COUNCIL of the City of Boston

CITY OF BONITA SPRINGS, FLORIDA

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M ☐ or ☐

B

C  Contributor 

Capital Improvement Program Annual Update
Exhibit A

Exhibit A, Page 1

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)									
30.000.537.6105	Environmentally Sensitive Land Acquisitions	Planning	General Fund	-	100,000	100,000	100,000	100,000	1,000,000
30.250.538.6110	Quinn/Downs/Dean Neighborhood Buy-out	Construction	Grant-FDEO	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.538.6806	Pine Lake Preserve	Construction	Grant-FDEP	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	Design	General Fund	-	-	-	-	-	-
			Grant-LMS-FDEM	-	-	-	-	-	-
			Grant-LMS-FEMA	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	Design	General Fund	250,000	-	-	-	-	-
			Stormwater Fee	700,000	-	-	-	-	-
			Grant-LMS-FDEM	-	-	-	-	-	-
			Legislation Appropriation	-	-	-	-	-	-
			Pro ject Total	950,000	-	-	-	-	-
30.250.538.6810	Quinn/Downs/Dean West of Imperial Drain Improvements	Design	Grant-FDEP	-	-	-	-	-	-
			Grant-FDEO	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.538.6811	Bio-Reactor Phase II	Construction	General Fund	150,000	200,000	-	-	-	-
			Grant-FDEP	-	-	-	-	-	-
			Pro ject Total	150,000	200,000	-	-	-	-
30.250.538.6812	Big Bend Road Drainage	Construction	Gas Tax	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-
			Grant-FDEP	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.538.6813	Citrus Park Drainage Project PH I	Construction	General Fund	-	-	-	-	-	-
			Grant-FDEM	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-

Exhibit A, Page 2

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
30.250.538.6108	Acquisition/Demolition Pre-Disaster Mitigation (PDM) Home Buy Out	Design	General Fund	-	-	-	-	-	-
			Grant-PDM 75%	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.538.6215	Equipment Storage Facility	Planning	General Fund	150,000	-	-	-	-	-
To be determined	Bonita Beach (Hickory Island) Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	875,000	-	-	-	-
			Grant-HMGP FEMA 75%	-	2,625,000	-	-	-	-
			Pro ject Total	-	3,500,000	-	-	-	-
To be determined	Bonita Beach (Hickory Island) Neighborhood Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,375,000	-	-	-	-
			Grant-HMGP FEMA 75%	-	4,125,000	-	-	-	-
			Pro ject Total	-	5,500,000	-	-	-	-
To be determined	Central Bonita Springs Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,375,000	-	-	-	-
			Grant-HMGP FEMA 75%	-	4,125,000	-	-	-	-
			Pro ject Total	-	5,500,000	-	-	-	-
To be determined	Central Bonita Springs Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,875,000	-	-	-	-
			Grant-HMGP FEMA 75%	-	5,625,000	-	-	-	-
			Pro ject Total	-	7,500,000	-	-	-	-
To be determined	IBE/Quinn/Downs/Dean Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	3,000,000	-	-	-	-
			Grant-HMGP FEMA 75%	-	9,000,000	-	-	-	-
			Pro ject Total	-	12,000,000	-	-	-	-
To be determined	IBE/Quinn/Downs/Dean Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	2,000,000	-	-	-	-
			Grant-HMGP FEMA 75%	-	6,000,000	-	-	-	-
			Pro ject Total	-	8,000,000	-	-	-	-
To be determined	Imperial Shores Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	3,000,000	-	-	-	-
			Grant-HMGP FEMA 75%	-	9,000,000	-	-	-	-
			Pro ject Total	-	12,000,000	-	-	-	-
To be determined	Imperial Shores Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,250,000	-	-	-	-
			Grant-HMGP FEMA 75%	-	3,750,000	-	-	-	-
			Pro ject Total	-	5,000,000	-	-	-	-

Exhibit A, Page 3

CAPITAL IMPROVEMENT PLAN										
Fiscal Year 2024-2025										
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034	
To be determined	Morton Avenue Stormwater and Multi-Use Pathway Project-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	585,000	1,165,000	1,750,000	-	-	
			Grant-HMGP FEMA	-	5,835,000	4,665,000	-	-	-	
			Pro ject Total	-	6,420,000	5,830,000	1,750,000	-	-	
To be determined	Spring Creek Neighborhood Home Acquisition/Demolition-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,375,000	-	-	-	-	
			Grant-HMGP FEMA 75%	-	4,125,000	-	-	-	-	-
			Pro ject Total	-	5,500,000	-	-	-	-	-
To be determined	Spring Creek Neighborhood Home Elevation-FEMA Hazard Mitigation Grant Program (HMGP)	Design	Grant-CDBG-DR 25% match	-	1,250,000	-	-	-	-	
			Grant-HMGP FEMA 75%	-	3,750,000	-	-	-	-	-
			Pro ject Total	-	5,000,000	-	-	-	-	-
To be determined	Hazard Mitigation Grant Program (HMGP) Neighborhood Acquisition	Design	Grant-CDBG-DR 10% match	-	475,862	-	-	-	-	
			Grant-HMGP FEMA 90%	-	4,282,762	-	-	-	-	-
			Pro ject Total	-	4,758,624	-	-	-	-	-
Total Improvement Storm Water Management				\$ 1,250,000	\$ 80,978,624	\$ 5,930,000	\$ 1,850,000	\$ 100,000	\$ 1,000,000	
TRANSPORTATION (2nd STRATEGIC PRIORITY)										
Bonita Beach Road Visioning and Quadrant:										
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	Design	General Fund	-	-	-	-	-	-	
			Park Impact Fee	-	-	-	-	-	-	
			Road Impact Fee	1,394,257	4,182,772	50,000	-	-	4,818,654	
			Project Total	1,394,257	4,182,772	50,000	-	-	4,818,654	
30.250.541.6318	Bonita Bch Rd Vision Implementation	Planning	General Fund	25,000	250,000	224,999	-	-	1,000,000	
30.250.541.6339	Pelican Landing/Old41/US41 Intersection Improvements	Study	General Fund	425,000	350,000	-	-	-	-	
Total Bonita Beach Road Visioning and Quadrant				1,844,257	4,782,772	274,999	-	-	5,818,654	
Sidewalks and Multi-Use Pathways:										
30.250.541.6320	Multi-Use Pathways & Sidewalks	Planning	General Fund	-	350,000	-	-	-	1,000,000	
			Road Impact Fee	-	-	-	-	-	-	
			Grant - CDBG	-	-	-	-	-	1,500,000	
			Park Impact Fee	-	-	-	-	-	1,000,000	
			Project Total	-	350,000	-	-	-	3,500,000	

Exhibit A, Page 4

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
30.250.541.6323	W. Terry St. Multi-Use Pathway	Construction	General Fund	-	-	-	-	-	-
			Gas Tax	-	-	-	-	-	-
			Park Impact Fee	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.541.6324	Sun Trail (Rails to Trails)	Planning	Park Impact Fee	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.541.6327	Goodwin Street Sidewalk & Drainage	Design	Gas Tax	-	-	-	-	-	-
			General Fund	1,000,000	300,000	-	-	-	-
			Road Impact Fee	-	100,000	400,000	-	-	-
			Pro ject Total	1,000,000	400,000	400,000	-	-	-
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Recurring	General Fund	100,000	-	-	-	-	-
			Gas Tax	-	350,000	350,000	350,000	350,000	1,750,000
			Project Total	100,000	350,000	350,000	350,000	350,000	1,750,000
30.250.541.6331	Pine Ave. Multi-use Pathway	Design	Road Impact Fee	-	-	-	-	-	-
			Grant CDBG-DR	400,000	-	-	-	-	-
			Pro ject Total	400,000	-	-	-	-	-
30.250.541.6337	Dean Street Path & Sidewalk	Planning	General Fund	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	7,000,000
			Project Total	-	-	-	-	-	7,000,000
30.250.541.6338	W. Terry Street South Sidewalk	Design	Road Impact Fee	755,660	1,201,707	2,105,120	-	-	-
			Park Impact Fee	-	-	-	-	-	-
			Pro ject Total	755,660	1,201,707	2,105,120	-	-	-
30.250.541.6346	Old 41 & Strike Lane Intersection Improvements	Construction	General Fund	-	-	-	-	-	-
			Road Impact Fee	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.541.6347	Old 41 & BB Rd Quadrant	Planning	Road Impact Fee	-	-	-	-	-	5,201,900
30.250.541.6348	Rosemary Drive Stormwater & Mutli-use Pathway	Design	Road Impact Fee	486,075	486,075	486,075	-	-	-
			Grant - CDBG	-	-	-	-	-	-
			Pro ject Total	486,075	486,075	486,075	-	-	-

Exhibit A, Page 5

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
30.250.541.6364	E. Terry Street Multi-use Pathway	Design	General Fund	-	800,000	600,000	600,000	-	-
			Grant - CDBG	-	-	-	-	-	-
			Pro ject Total	-	800,000	600,000	600,000	-	-
Total Sidewalks and Multi-Use Pathways				\$ 2,741,735	\$ 3,587,782	\$ 3,941,195	\$ 950,000	\$ 350,000	\$ 17,451,900
30.250.541.6308	Asphalt Overlays	Recurring	Gas Tax	200,000	125,000	125,000	200,000	200,000	750,000
30.250.541.6319	Roadway Restriping	Recurring	Gas Tax	188,990	100,000	100,000	100,000	100,000	944,940
30.250.541.6328	Decorative Street Lights conversion to LED	Construction	Gas Tax	-	-	-	-	-	-
30.250.541.6342	Traffic Calming	Construction	Gas Tax	15,000	50,000	50,000	50,000	50,000	250,000
30.250.541.6343	Bridge Maintenance	Recurring	Gas Tax	25,000	25,000	25,000	25,000	50,000	400,000
30.250.541.6349	Forrester Drive Drainage	Construction	General fund	-	-	-	-	-	-
			Gas Tax	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.250.541.6357	Old 41 Bike Ped Improvements	Planning	General Fund	-	-	-	-	-	-
			Grant-CDBG-DR	-	11,500,000	-	-	-	-
			Pro ject Total	-	11,500,000	-	-	-	-
30.250.541.6358	Paradise Road Bike Ped Improvements	Planning	Road Impact Fee	663,675	600,000	11,578,188	-	-	-
30.250.541.3100	Mobility Plan	Planning	Grant-CDBG-DR	-	-	-	-	-	-
To be determined	Cochran Rd ROW Improvements	Planning	General Fund	-	-	-	-	-	100,000
To be determined	Pennsylvania Ave Corridor Drainage & Operational Improvements	Planning	Grant-CDBG-DR	-	24,000,000	-	-	-	-
Total Transportation				\$ 5,678,657	\$ 44,770,554	\$ 16,094,382	\$ 1,325,000	\$ 750,000	\$ 25,715,494
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN (3rd STRATEGIC PRIORITY)									
30.000.519.6000	Exotic Removal of FPL ROW Path	Planning	General Fund	-	-	-	-	-	-
30.250.541.6310	FDOT Pond on Arroyal Rd	Planning	General Fund	-	-	-	-	-	-
30.250.541.6906	Median Landscape Enhancement	Design	General Fund	-	-	-	-	-	-
30.270.519.4910	Highway Monuments/Welcome Signs	Planning	General Fund	500,000	1,500,000	-	-	-	7,000,000
30.270.519.4911	Urban Design	Planning	General Fund	25,000	225,000	-	-	-	5,000,000
30.270.519.4912	Goodbread Grocery	Planning	General Fund	-	-	-	-	-	-
30.270.519.4920	Flagpole along I-75	Planning	General Fund	-	-	-	-	-	-

Exhibit A, Page 6

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
30.270.541.6322	Imperial River US 41 Bridge Beautification	Planning	General Fund	100,000	100,000	100,000	-	-	5,000,000
30.270.545.6355	Parking Garage Feasibility	Planning	General Fund	-	-	-	-	-	-
30.270.572.6000	Leitner Creek Soccer Complex	Design	General Fund	300,000	-	-	-	-	-
			Park Impact Fee	-	-	-	-	-	-
			Pro ject Total	300,000	-	-	-	-	-
30.270.572.6360	City Wide Park Lighting Conversion LED	Design	General Fund	150,000	150,000	150,000	150,000	-	3,000,000
30.270.573.4928	Acquisition of Public Art	Planning	General Fund	50,000	-	-	-	-	-
30.270.575.6014	Everglades Wonder Gardens Café upgrades	Construction	General Fund	-	-	-	-	-	-
30.602.572.6022	Small Recreation Building Improvements	Planning	General Fund	-	-	-	-	-	-
30.603.572.6008	Comm Park Parking Lot Improvements	Construction	General Fund	250,000	-	-	-	-	-
30.603.572.6015	Baseball Complex Master Plan Phased Improvements	Construction	General Fund	45,000	-	-	-	-	750,000
30.603.572.6017	Comm Park Basketball/Futsal Pavilion Resurfacing	Planning	General Fund	-	-	-	100,000	-	-
30.603.572.6350	Community Park Tennis Court Resurface & Fencing	Planning	General Fund	40,000	-	-	-	-	-
30.603.572.6361	Community Park Playground Improvements	Construction	General Fund	20,000	-	-	-	-	400,000
30.604.572.6001	Liles Hotel Fountain Improvements	Construction	General Fund	200,000	-	-	-	-	-
30.605.572.6009	Riverside Park/Depot Park Sealcoating	Construction	General Fund	-	-	-	-	-	-

Exhibit A, Page 7

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
30.605.572.6205	Bandshell Renovations & Updates	Construction	General Fund	65,000	200,000	-	-	-	-
30.605.572.6351	Depot Park Playground Expansion	Design	General Fund	-	-	-	-	-	3,000,000
30.605.572.6356	Island Park Entrance Improvements	Design	Park Impact Fee	-	-	-	-	-	-
30.605.572.6359	Bandshell Lawn Artificial Turf/Sidewalk/Paver Replacement	Construction	General Fund	183,991	-	-	-	-	-
30.609.572.6025	Former Community Hall & Banyan Tree Park	Planning	General Fund	2,500,000	-	-	-	-	-
			Park Impact Fee	-	-	-	-	-	-
			Project Total	2,500,000	-	-	-	-	-
30.610.572.6016	Dog Park Shade Structures	Construction	Park Impact Fee	-	-	-	-	-	-
30.610.572.6021	Dog Park Trail Overlay	Construction	General Fund	-	-	-	-	-	-
30.610.572.6026	Dog Beach Park	Design	Grant-TDC	-	-	-	-	-	2,100,000
30.612.572.6909	Hickory Blvd N & Hickory Circle ROW Landscaping	Design	General Fund	550,000	-	-	-	-	-
30.613.572.6032	Soccer Complex Concession & Restroom Building Renovation	Construction	General Fund	30,000	-	-	-	-	-
30.613.572.6029	Sealcoating Soccer Complex Parking	Planning	General Fund	-	-	-	-	-	-
30.615.572.6019	Liles Hotel Stucco Repairs	Construction	General Fund	25,000	-	-	-	-	-
30.615.572.6200	Liles Hotel & Plaza wall exterior	Design	General Fund	-	-	-	-	-	-
30.617.572.6001	Nature Place updates & Expansions	Construction	General Fund	50,000	-	-	-	-	-
			Park Impact Fee	-	-	-	-	250,000	-
			Project Total	50,000	-	-	-	250,000	-
30.620.572.6028	Sealcoating Soccer Marni Fields Parking	Planning	General Fund	-	-	-	-	-	-
30.620.572.6352	Marni Fields Improvements	Design	General Fund	105,000	-	-	-	-	-
To be determined	Marni Fields Underground Utilities	Planning	General Fund	-	-	-	-	-	100,000
To be determined	Bonita Bch Road Underground Utilities	Planning	General Fund	-	-	-	-	-	100,000
30.622.572.6362	Cullum's Bonita Trail Extension	Planning	General Fund	-	-	-	-	-	750,000
30.628.572.6001	Leitner Creek Soccer Improvements	Construction	General Fund	-	-	-	-	-	-
30.629.572.6353	Oak Creek Kayak Launch	Design	General Fund	-	-	300,000	-	-	-

Exhibit A, Page 8

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
31.602.572.6000	Recreation Center Improvements	Construction	General Fund	85,000	-	-	-	-	-
			Park Impact Fee	-	-	-	-	-	-
			Pro ject Total	85,000	-	-	-	-	-
31.604.572.6002	Community Aquatic Facility Expansion	Planning	General Fund	-	2,000,000	-	-	-	-
			Park Impact Fee	-	-	-	-	-	-
			Grant-CDBG-DR	-	17,000,000	-	-	-	-
			Pro ject Total	-	19,000,000	-	-	-	-
30.601.5723100	Parks Master Plan Update	Planning	Grant-CDBG-DR	-	-	-	-	-	-
31.605.572.6008	Skate Park	Construction	Park Impact Fee	-	-	-	-	-	-
			General Fund						
			Project Total	-	-	-	-		-
31.610.572.6005	Additional Trails/Entrance	Construction	Park Impact Fee	-	-	-	-	-	-
31.621.572.6007	River Prk-US 41	Complete	Grant-TDC	-	-	-	-	-	-
			Park Impact Fee	-	-	-	-	-	-
			General Fund	-	-	-	-	-	-
			Pro ject Total	-	-	-	-	-	-
30.270.519.6365	Bonita Bch Rd/Imperial Parkway Gateway Feature	Planning	General Fund	500,000	1,000,000	-	-	-	-
30.270.575.6001	Wonder Gardens Facilities & Grounds Major Repairs	Planning	General Fund	75,000	75,000	75,000	75,000	75,000	375,000
		Planning	General Fund	-	-	-	-	-	-
Total Community Aesthetics Strategic Priority				\$ 5,848,991	\$ 22,250,000	\$ 625,000	\$ 325,000	\$ 325,000	\$ 27,575,000
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)									
30.611.537.6000	Beach Renourishment Ord 12-05	Recurring	General Fund	110,000	110,000	110,000	110,000	110,000	600,000
30.000.537.6305	S Bonita Beach Ian Restoration	Construction	Grant-FDEP						
30.250.535.6301	Sanitary Sewer Conversion Lakes of San Soucci	Design	General Fund	731,250	-	-	-	-	-
			Grant-FDEP	487,500	-	-	-	-	-
			BSU	731,250	-	-	-	-	-
			Pro ject Total	1,950,000	-	-	-	-	-
30.250.535.6302	Sanitary Sewer Conversion Sun Village	Design	General Fund	636,375	-	-	-	-	-
			Grant-FDEP	424,250	-	-	-	-	-
			BSU	636,375	-	-	-	-	-
			Pro ject Total	1,697,000	-	-	-	-	-
Total Environmental Protection				\$ 3,757,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 600,000

Exhibit A, Page 9

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
<u>STRENGTHEN/ENHANCE CITY FINANCES (5th STRATEGIC PRIORITY)</u>									
30.000.525.4901	Disaster Reserve Allocation	Recurring	General Fund	400,000	400,000	400,000	400,000	400,000	2,500,000
Total Strengthen/Enhance City Finances				\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,500,000
<u>GOVERNMENT TRANSPARENCY: INCREASE OUTREACH/ACCESSIBILITY TO CITIZENS (7th STRATEGIC PRIORITY)</u>									
30.240.513.6400	Technology Enhancements-	Construction	Building Fees	-	-	-	-	-	-
30.240.539.6354	Technology Infrastructure Planning	Planning	General Fund	-	-	-	-	-	-
Project Total				-	-	-	-	-	-
Total Government Transparency Strategic Priority				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>OTHER CAPITAL PROJECTS</u>									
30.240.513.6401	Technology Equipment Replacement	Recurring	General Fund	75,000	75,000	-	-	-	500,000
30.240.513.6402	Back ups for Server Data	Planning	General Fund	-	-	-	-	-	-
30.270.519.4924	City Facilities Major Repairs	Construction	General Fund	2,500,000	3,000,000	1,500,000	2,000,000	-	8,500,000
30.270.519.4927	Security Upgrades in City Facilities	Construction	General Fund	100,000	75,000	75,000	75,000	75,000	375,000
30.270.519.4935	City Hall Generator Replacement	Planning	General Fund	-	-	-	-	-	-
30.270.519.4936	City Hall Sewer Lateral Repair Asphalt Overlay	Planning	General Fund	-	-	-	-	-	-
30.631.572.6210	Repair, Design & Renovations of Old Library	Construction	General Fund	750,000	1,500,000	-	-	-	6,000,000
30.270.519.6400	Vehicle Major Repairs and Replacement Reserve	Recurring	General Fund	90,000	90,000	90,000	90,000	90,000	550,000
30.270.519.6401	Elevator-City Hall	Planning	General Fund	-	-	-	-	-	-
30.402.513.6400	Cameras in Council Chambers	Construction	General Fund	-	-	-	-	-	-
Total Other Capital Projects				3,515,000	4,740,000	1,665,000	2,165,000	165,000	15,925,000
TOTAL CAPITAL IMPROVEMENT PLAN				\$ 20,449,648	\$ 153,249,178	\$ 24,824,382	\$ 6,175,000	\$ 1,850,000	\$ 73,315,494

Exhibit A, Page 10

CAPITAL IMPROVEMENT PLAN									
Fiscal Year 2024-2025									
Account	Project Description	Project Phase	Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
			FUNDING SOURCES						
			Funding/ Revenue Source	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027	Fiscal Year 2027-2028	Fiscal Year 2028-2029	Fiscal Years 2029-2030 to 2033-2034
			General Fund	13,341,616	12,850,000	3,724,999	3,700,000	850,000	47,600,000
			Gas Tax	428,990	650,000	650,000	725,000	750,000	4,094,940
			Grants	1,311,750	133,178,624	5,830,000	1,750,000	-	3,600,000
			Road Impact Fee	3,299,667	6,570,554	14,619,383	-	-	17,020,554
			Park Impact Fee	-	-	-	-	250,000	1,000,000
			Stormwater Fee	700,000	-	-	-	-	-
			Building Fees	-	-	-	-	-	-
			Legislation Appropriation	-	-	-	-	-	-
			BSU-Bonita Springs Utilities	1,367,625	-	-	-	-	-
			TOTAL	\$ 20,449,648	\$ 153,249,178	\$ 24,824,382	\$ 6,175,000	\$ 1,850,000	\$ 73,315,494
					Year 1 to 5 Budgeted Expenditures			\$ 206,548,208	

ITEM TITLE: Approve settlement agreement with Ricardo Lopez, et al and Marcel and Dale Ratzlaff.

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

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY: 2) Transporation

BACKGROUND:

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

Following the route selection and design of the right-of-way the City proceeded with eminent domain proceeding to the remaining portions of the needed right-of-way. The City has negotiated settlements in the total amount of \$274,100.00 to be paid from the BG Mine escrow account. Approval of the settlement will authorize the entry of a final judgement in the City's condemnation case with respect to the Lopez and Ratzlaff parcels.

Ratzlaff Parcel 102 -\$222,800.00

Lopez Parcel 202 - \$51,300.00

STAFF RECOMMENDATION: Approve settlement and stipulated final judgement.

ATTACHMENTS:

1. Mediated Settlement Agreement Parcel 102
2. Stipulated Final Judgement Parcel 102
3. Mediated Settlement Agreement Parcel 202
4. Stipulated Final Judgement Parcel 202

REVIEWERS:

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

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

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

Petitioner,

Case No.: 23-CA-013185

Parcels: 102

vs.

**MARCEL R. RATZLAFF; DALE L.
RATZLAFF; TERRA GARDEN
SOLUTIONS, INC.**, a Florida corporation;
BARRON COLLIER RESOURCES, LLLP, a
Florida limited liability limited partnership; **G.
H. POSKE**, if living; and if not, the unknown
heirs of G. H. Poske; **FIRST CITIZENS BANK
& TRUST COMPANY**, a foreign corporation
for profit; **ASAMBLEA DE IGLESIAS
CRISTIANAS, INC.**, a foreign corporation; and
NOELLE BRANNING, as Lee County Tax
Collector;

Respondents.

STIPULATED FINAL JUDGMENT AS TO PARCEL 102

THIS CAUSE came before the Court upon the Joint Motion for Entry of Stipulated Final Judgment as to Parcel 102 ("Joint Motion") filed by Petitioner, CITY OF BONITA SPRINGS ("CITY"), and Respondents, MARCEL R. RATZLAFF and DALE L. RATZLAFF ("OWNERS"). The Court having reviewed the record and it appearing that the parties hereto were authorized to enter into the Joint Motion and that the papers filed herein by CITY are in proper and sufficient form, and the Court finding that the compensation to be paid by CITY is full, just and reasonable for all parties concerned, and being otherwise fully advised in the premises, it is hereby

ORDERED and ADJUDGED that:

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

2. CITY and OWNER each stipulate to the entry of this Final Judgment as to Parcel 102.

3. As set forth in the Court's March 12, 2024 Order of Taking as to Parcel 102 ("Order of Taking"), CITY's good faith estimate of the value of said Parcel 102 was NINETY SIX THOUSAND FOUR HUNDRED NO/100 Dollars (\$96,400.00).

4. Pursuant to Fla. Stat. §74.051(2) and the Order of Taking, CITY timely deposited the sum of NINETY SIX THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$96,400.00) into the Court registry on March 26, 2024, said sum being the amount of CITY's good faith estimate of value of Parcel 102, and thereupon CITY became vested in such fee simple interest in and to Parcel 102 as described in the Order of Taking and the Exhibits attached thereto.

5. The Order of Taking is hereby ratified and confirmed.

6. The interest of Respondent, LEE COUNTY TAX COLLECTOR was fully satisfied pursuant to Paragraph 6 of the Order of Taking.

7. Based upon the foregoing, it is proper that this Final Judgment as to Parcel 102 should enter in favor of CITY and against OWNERS as named in the Petition in this matter as its interests may appear.

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

9. OWNERS shall recover from CITY the total sum of ONE HUNDRED FIVE THOUSAND TWO HUNDRED AND NO/100 Dollars (\$105,200.00), as full compensation for the property interests taken, severance damages, cure costs and all other damages or compensation

claimed by or through OWNERS, its successors and assigns, now and in the future arising from the taking of Parcel 102 in this cause, excluding experts' costs and attorney's fees, which are awarded in Paragraphs 11 and 12 herein.

10. CITY shall be and is hereby credited the sum of NINETY-SIX THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$96,400.00), which sum was previously deposited by CITY into the court registry pursuant to the Order of Taking. Such sum is hereby and shall be credited toward payment of the awards made herein.

11. Pursuant to the aforementioned Joint Motion for Entry of Stipulated Final Judgment between CITY and OWNERS, OWNERS and its counsel have each agreed that the total sum of TWELVE THOUSAND AND NO/100 Dollars (\$12,000.00) be taxed against the CITY as and for all attorneys' fees incurred in this cause whatsoever by or on behalf of OWNERS.

12. Additionally, pursuant to the aforementioned Joint Motion for Entry of Stipulated Final Judgment between CITY and OWNERS, the total sum of NINE THOUSAND TWO HUNDRED AND NO/100 Dollars (\$9,200.00) is hereby taxed against the CITY as and for all reasonable costs expended or incurred in this cause whatsoever by or on behalf of OWNER as to Parcel 102 including all attorneys' costs, expert fees, appraisal services and other costs.

13. Accordingly, to satisfy the monies awarded herein, within thirty (30) days following the entry of this Judgment, the CITY shall pay total the sum of THIRTY THOUSAND AND NO/100 Dollars (\$30,000.00) to the Trust Account of Hahn Loeser & Parks, LLP, and shall mail its check in care of Michael R. Whitt, 2400 First Street, Suite 300, Fort Myers, FL 33901.

14. The interest, if any, related to the deposits referenced herein shall be distributed pursuant to the formula set forth in Fla. Stat. 74.051.

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

16. During construction of the Project described in the Petition, CITY shall construct access to the remainder of Parcel 102 in substantially the same form as indicated in Schedule I. OWNERS shall have until and through December 31, 2024 to designate, by email from OWNERS' attorney to counsel for CITY, the location at which such access shall be constructed, failing which, CITY shall construct the access in the location depicted on Schedule I.

17. Beginning on January 1, 2025 and ending upon completion of the construction of the access contemplated in Paragraph 16, the CITY shall have the temporary right to enter upon such portions of the remainder of Parcel 102 as are described on Schedule II attached hereto.

18. Construction of the aforementioned access shall be at the CITY's sole cost and expense. Additionally, OWNER shall receive no additional compensation, damages, fees or costs from CITY as a result of the construction of the aforementioned access.

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

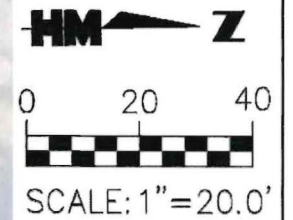
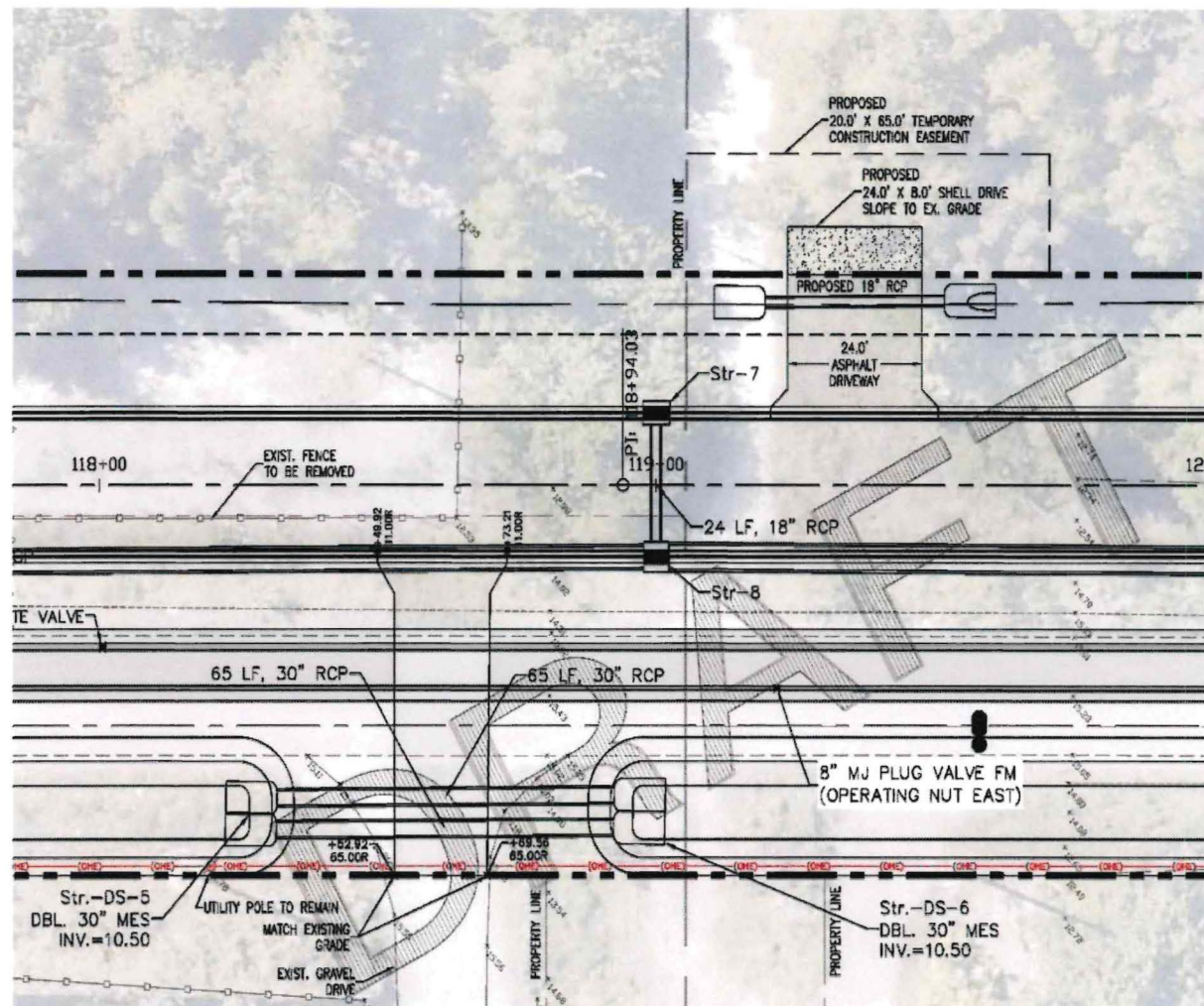
DONE and **ORDERED** in chambers in Lee County, Florida on this ____ day of _____, 2024.

ALANA LABODA
CIRCUIT COURT JUDGE

Copies furnished to:

Jay J. Bartlett
Jeffrey L. Hinds
Michael R. Whitt

SCHEDULE I

[illegible]

SCHEDULE II

TEMPORARY CONSTRUCTION EASEMENT

TERM SHEET OF INTERESTS AND RIGHTS ACQUIRED AND OBLIGATIONS INCURRED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF BONITA GRANDE ROAD AND DRAINAGE SYSTEM

The following summarizes the easement interests and rights the City of Bonita Springs (hereinafter "City") shall acquire from the property owners/interest holders (hereinafter "Owners") and the obligations the City has agreed to comply with in connection with such easement interests and rights:

1. The area of the easement interests and rights to be acquired by the City are described in Paragraph 17 of the Stipulated Final Judgment.

2. The rights acquired to such TCE are as follows:

- a. The City shall have the temporary right and privilege to enter upon the remainder of Parcel 102 as a temporary construction easement area for removal or alteration of the existing driveway as necessary for the construction of Bonita Grande Road and restoration or harmonization of the existing driveway; for the purpose of filling, grading and placing concrete, asphalt or rock on Owners' lands in order to construct, reconstruct, alter or harmonize, with materials of like kind and for Owners' use, benefit and ownership, a driveway with turnouts or other necessary improvements to provide for a continuous transition between the existing driveway and the newly constructed or reconstructed road, sidewalk and drainage improvements; and for restoring the temporary construction easement area.
- b. All the TCE rights and privileges granted herein start on January 1, 2025 and terminate on the completion of the construction of the access as described in Paragraph 16 of the Stipulated Final Judgment.
- c. Throughout the duration of the TCE, the City has the right and authority to remove and dispose of dirt, rocks and vegetation within the TCE area. To the extent damage results from use by the City, its agents or contractors, the City will repair or replace with the same, like or better quality any pre-existing fences, roads, driveways, mailboxes, sidewalks, parking areas,

sprinkler or irrigation systems, wells, septic tanks and septic drain fields located on the TCE area and at their original locations or as near thereto as is reasonably practicable

3. Owners, its heirs, successors and assigns may continue to use the TCE area for any lawful purposes that do not directly interfere with the City's acquired rights; provided, however, that Owners, its heirs, successors and assigns shall not construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction, on, over, under, above, across, within or through the TCE area (for as long as it shall exist) which may directly interfere with the exercise by the City of its acquired easement rights, including ingress to and egress from the TCE area (for as long as it shall exist).

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

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

Petitioner,

Case No.: 23-CA-013185
Parcels: 102

vs.

**MARCEL R. RATZLAFF; DALE L.
RATZLAFF; TERRA GARDEN
SOLUTIONS, INC.**, a Florida corporation;
BARRON COLLIER RESOURCES, LLLP, a
Florida limited liability limited partnership; **G.
H. POSKE**, if living; and if not, the unknown
heirs of G. H. Poske; **FIRST CITIZENS BANK
& TRUST COMPANY**, a foreign corporation
for profit; **ASAMBLEA DE IGLESIAS
CRISTIANAS, INC.**, a foreign corporation; and
NOELLE BRANNING, as Lee County Tax
Collector;

Respondents.

_____ /

**JOINT MOTION FOR ENTRY OF STIPULATED
FINAL JUDGMENT AS TO PARCEL 102**

Petitioner, CITY OF BONITA SPRINGS (“City”), and Respondents, MARCEL R. RATZLAFF and DALE L. RATZLAFF (“OWNERS”), by and through their respective undersigned counsel, hereby stipulate and jointly move that the Court enter a Stipulated Final Judgment in substantially the same form as attached hereto.

Wherefore, Petitioner, CITY OF BONITA SPRINGS, and Respondents, MARCEL R. RATZLAFF and DALE L. RATZLAFF, respectfully request the Court enter a Stipulated Final Judgment in substantially the same form as attached hereto.

[Signatures on following page]

CITY OF BONITA SPRINGS	HAHN LOESER & PARKS LLP
Jeffrey L. Hinds FBN: 0008710 Jay J. Bartlett FBN: 875163 Bartlett Loeb Hinds & Thompson, PLLC 1001 Water Street, Suite 475 Tampa, Florida 33602 Telephone: (813) 223-3888 jeffreyh@blhtlaw.com jayb@blhtlaw.com kathrynd@blhtlaw.com Special Counsel to the City Dated:	 Michael R. Whitt FBN: 725020 2400 First Street, Suite 300 Fort Myers, FL 33901 Telephone: (239) 337-6700 mwhitt@hahnlaw.com kmazzella@hahnlaw.com Fl-eserve@hahnlaw.com Attorney for Respondents Marcel R. Ratzlaff and Dale L. Ratzlaff Dated: October 23, 2024

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of November, 2024, a true and accurate copy of the foregoing, filed through the Florida E-Portal Filing System, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing.

Jeffrey L. Hinds
FBN: 0008710
Jay J. Bartlett
FBN: 875163
Bartlett Loeb Hinds & Thompson, PLLC
1001 Water Street, Suite 475
Tampa, Florida 33602
(813) 223-3888 Telephone
jayb@blhtlaw.com
jeffreyh@blhtlaw.com
kathrynd@blhtlaw.com
Special Counsel to the City

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

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

Petitioner,

Case No.: 23-CA-013298

Parcel: 202

vs.

RICARDO LOPEZ; MARCELA LOPEZ;
STATE OF FLORIDA; BARRON COLLIER
RESOURCES, LLLP, a Florida limited liability
limited partnership; **G. H. POSKE**, if living; and
if not, the unknown heirs of G. H. Poske; **THE**
ESTATE OF WENDLA M. BOYD, deceased;
ROBERT CUSTER, if living; and if not, the
unknown heirs of Robert Custer; **JOYCE**
CUSTER, if living; and if not, the unknown
heirs of Joyce Custer; **WEBSTER PIERCE** if
living; and if not, the unknown heirs of Webster
Pierce; **RUBY PIERCE**, if living; and if not, the
unknown heirs of Ruby Pierce; **IRENE**
PATRICIA SOCKALOSKI, if living; and if
not, the unknown heirs of Irene Patricia
Sockaloski; **DONALD J. PANTIN**, if living;
and if not, the unknown heirs of Donald J.
Pantin; **SARA PANTIN**, if living; and if not, the
unknown heirs of Sara Pantin; **HARRY B.**
RIBBEL, if living; and if not, the unknown heirs
of Harry B. Ribbel; **FREEMAN LEE IZELL**, if
living; and if not, the unknown heirs of Freeman
Lee Izell; **B.N. SENTELL**, if living; and if not,
the unknown heirs of B.N. Sentell; **MARTHA**
K. SENTELL, if living; and if not, the unknown
heirs of Martha K. Sentell; **CHARLES E.**
GRIESER, if living; and if not, the unknown
heirs of Charles E. Grieser; **ALBERTA E.**
GRIESER, if living; and if not, the unknown
heirs of Alberta E. Grieser; **FRED HALL**, if
living; and if not, the unknown heirs of Fred
Hall; **BARBARA HALL**, if living; and if not,
the unknown heirs of Barbara Hall; **J.R.**
ORLANDO, if living; and if not, the unknown
heirs of J.R. Orlando; **PATRICIA ORLANDO**,
if living; and if not, the unknown heirs of

Patricia Orlando; **W.C. CAUDLE**, if living; and if not, the unknown heirs of W.C. Caudle; **ETHEL C. HARRIS**, if living; and if not, the unknown heirs of Ethel C. Harris; **JOE SAUM**, if living; and if not, the unknown heirs of Joe Saum; **PEGGY SAUM**, if living; and if not, the unknown heirs of Peggy Saum; **LEONARD LEE BENJAMIN**, if living; and if not, the unknown heirs of Leonard Lee Benjamin; **MARGARET BENJAMIN**, if living; and if not, the unknown heirs of Margaret Benjamin; **CONNIE HUBSCHMAN and SAMUEL HUBSCHMAN**, Co-Trustees; **SARITA K. CATALDO; JOSEPH D. CATALDO; TERESA GAUVREAU; GIOVANA HEETER; MASSIMO D. CATALDO**; and **NOELLE BRANNING**, as Lee County Tax Collector;

Respondents.

_____ /

STIPULATED FINAL JUDGMENT AS TO PARCEL 202 ONLY

THIS CAUSE came before the Court upon the Joint Motion for Entry of Stipulated Final Judgment as to Parcel 202 (“Joint Motion”) filed by Petitioner, CITY OF BONITA SPRINGS (“CITY”), and Respondents, RICARDO LOPEZ and MARCELA LOPEZ (“OWNERS”). The Court having reviewed the record and it appearing that the parties hereto were authorized to enter into the Joint Motion and that the papers filed herein by CITY are in proper and sufficient form, and the Court finding that the compensation to be paid by CITY is full, just and reasonable for all parties concerned, and being otherwise fully advised in the premises, it is hereby

ORDERED and ADJUDGED that:

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

2. CITY and OWNER each stipulate to the entry of this Final Judgment as to Parcel 202.

3. As set forth in the Court's April 3, 2024 Order of Taking as to Parcel 202 ("Order of Taking"), CITY's good faith estimate of the value of said Parcel 202 was FIFTEEN THOUSAND TWO HUNDRED AND NO/100 Dollars (\$15,200.00).

4. Pursuant to Fla. Stat. §74.051(2) and the Order of Taking, CITY timely deposited the sum of FIFTEEN THOUSAND TWO HUNDRED AND NO/100 Dollars (\$15,200.00) into the Court registry on March 26, 2024, said sum being the amount of CITY's good faith estimate of value of Parcel 202, and thereupon CITY became vested in such fee simple interest in and to Parcel 102 as described in the Order of Taking and the Exhibits attached thereto.

5. The Order of Taking is hereby ratified and confirmed.

6. Respondents, RICARDO LOPEZ and MARCELA LOPEZ, filed an Answer to the Petition; and as the record owners of Parcel 202, have an interest in the proceeds to be paid for Parcel 202.

7. On August 23, 2024, Respondent, STATE OF FLORIDA, voluntarily disclaimed its interest in Parcel 202 and also disclaimed all interest it may have had in the proceeds to be paid for Parcel 202. As a result, it no longer has an interest in the proceeds to be paid for Parcel 202.

8. Respondent, BARRON COLLIER RESOURCES, LLLP, disclaimed its interest in Parcel 202 and was thereafter dropped as a party respondent. As a result, it no longer has an interest in the proceeds to be paid for Parcel 202.

9. Respondent, G.H. POSKE, may claim an equity, lien, title, or other interest in or to Parcel 202, and as such, may have an interest in the proceeds to be paid for Parcel 202; however, G.H. POSKE has neither appeared in this action, nor filed an Answer to the Petition.

10. The interest of Respondent, LEE COUNTY TAX COLLECTOR was fully satisfied pursuant to Paragraph 9 of the Order of Taking.

11. Based upon the foregoing, it is proper that this Final Judgment as to Parcel 202 should enter in favor of CITY and against OWNERS as named in the Petition in this matter as its interests may appear.

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

13. OWNERS shall recover from CITY the total sum of THIRTY-SIX THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$36,100.00), as full compensation for the property interests taken, severance damages, cure costs and all other damages or compensation claimed by or through OWNERS, its successors and assigns, now and in the future arising from the taking of Parcel 202 in this cause whatsoever, including all experts' costs, attorney's fees and other litigation costs.

14. CITY shall be and is hereby credited the sum of FIFTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$15,200.00), which sum was previously deposited by CITY into the court registry pursuant to the Order of Taking. Such sum is hereby and shall be credited toward payment of the awards made herein.

15. Accordingly, to satisfy the monies awarded herein, within thirty (30) days following the entry of this Judgment, the CITY shall deposit into the registry of this Court the sum of **TWENTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$20,900.00)**, said sum being difference between the amount of the CITY's good faith estimate of the value of Parcel 202, and the amount of full compensation awarded herein.

16. The CITY shall further deposit into the registry of this Court the additional sum of **ONE HUNDRED SEVENTY DOLLARS (\$170.00)**, the registry deposit fee required by Section 28.24(11)(b).

17. The interest, if any, related to the deposits referenced herein shall be distributed pursuant to the formula set forth in Fla. Stat. 74.051.

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

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

DONE and **ORDERED** in chambers in Lee County, Florida on this ____ day of _____, 2024.

ALANE LABODA
CIRCUIT COURT JUDGE

Copies furnished to:

Jay J. Bartlett
Jeffrey L. Hinds
Kenneth A. Jones
G.H. Poske (via US mail)

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

Case No.: 23-CA-013298
Parcel: 202

VS.

RICARDO LOPEZ, et al.

Respondents.

**JOINT MOTION FOR ENTRY OF STIPULATED
FINAL JUDGMENT AS TO PARCEL 202**

Petitioner, CITY OF BONITA SPRINGS (“City”), and Respondents, RICARDO LOPEZ and MARCELA LOPEZ (“OWNERS”), by and through their respective undersigned counsel, hereby stipulate and jointly move that the Court enter a Stipulated Final Judgment in substantially the same form as attached hereto.

Wherefore, Petitioner, CITY OF BONITA SPRINGS, and Respondents, RICARDO LOPEZ and MARCELA LOPEZ, respectfully request the Court enter a Stipulated Final Judgment in substantially the same form as attached hereto.

CITY OF BONITA SPRINGS	HAHN LOESER & PARKS LLP
Jeffrey L. Hinds FBN: 0008710 Jay J. Bartlett FBN: 875163 Bartlett Loeb Hinds & Thompson, PLLC 1001 Water Street, Suite 475 Tampa, Florida 33602	<i>/s/ Kenneth A. Jones</i> Kenneth A. Jones FBN: 200158 2400 First Street, Suite 300 Fort Myers, FL 33901 Telephone: (239) 337-6700 mwhitt@hahnlaw.com

Telephone: (813) 223-3888 jeffreyh@blhtlaw.com jayb@blhtlaw.com kathrynd@blhtlaw.com Special Counsel to the City	kmazzella@hahnlaw.com Fl-eserve@hahnlaw.com Attorney for Respondents RICARDO LOPEZ and MARCELA LOPEZ
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CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of November, 2024, a true and accurate copy of the foregoing, filed through the Florida E-Portal Filing System, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing.

CITY OF BONITA SPRINGS

By: Jeffrey L. Hinds, FBN: 0008710
 Jay J. Bartlett, FBN: 875163
 Bartlett Loeb Hinds & Thompson, PLLC
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 Special Counsel to the City

ITEM TITLE: Discussion regarding an amendment to the beach renourishment inter-local agreement with Lee County to address beach erosion as a result of Hurricanes Helen and Milton and direction to staff.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND: In November 2023, the City of Bonita Springs received \$4 million in grant funds from the State of Florida to repair the upland portion of Bonita Beach, south of the regular beach renourishment limits. This project, dubbed the "South Beach Project," was integrated into the larger renourishment effort involving Lover's Key and northern Bonita Beach, set to begin in the Fall of 2024. However, on September 29, 2024 Hurricane Helene; and on October 9, 2024, Hurricane Milton both struck Southwest Florida, severely impacting Bonita Springs with storm surge and causing extensive shoreline erosion resulting in a loss of 30-35 feet along the South Bonita Beach Project corridor.

The City applied for emergency permits from the Florida Department of Environmental Protection and the US Army Corps of Engineers to place sand at and below the waterline to mitigate the newly identified erosion. Originally, the South Bonita Beach Project was only permitted for upland sand placement, as the damage from Hurricane Ian had not significantly affected the shoreline. The new scope of work reflects the increased sand volume, over 3.5 times greater than initially estimated, and the revised construction methods. The contractor, Weeks Marine, is prepared to proceed with the updated project plan within the original timeframe.

To restore the beach below the waterline, emergency permits have been filed. Most properties have already restored some of the beach width and elevation above the waterline, allowing Weeks Marine to focus on filling the below-waterline sections and addressing properties with available room within the permitted template.

Weeks originally bid \$3.49 million for placing 31,000 cubic yards of sand, but the emergency plan now requires 115,000 cubic yards, pushing the project cost to \$8.7 million. The additional sand volume and simplified construction techniques have allowed the contractor to offer a 32%-unit price reduction. However, the City's Hurricane Ian recovery provides \$4.5 million in project funding, leaving a funding shortfall in the amounts of **\$4.2 million**.

On October 29, 2024, City staff provided a letter to Lee County requesting consideration of an interlocal lending agreement for \$5 million on a short-term basis, 3-4 years, without incurring interest. The City would actively pursue funding, as previously accomplished with Hurricane Ian, from the State of Florida. Any funding received by the City for the beach renourishment project would be assigned directly to Lee County to repay the indenture. Securing the funding at this time will permit the project to move forward as planned with construction in November and December of 2024.

RECOMMENDATION: That the City amend the Lee County ILA to account for the \$5.2 million in additional expense to replace sand lost to storm erosion. Additionally, the City pursue a near term funding agreement with Lee County and seek long term funding through future Florida Department of Environmental Protection hurricane recovery plans.

REVIEWERS:

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