



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

City of Bonita Springs City Council Meeting Agenda

February 19, 2025
9:00 a.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 Council 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 2:00 pm, Feb. 18, 2025.**

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours 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. Public Comment on Agenda Items
6. Public Hearings – Zoning and Land Use Items:
 - A. (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 1.04 ACRES (+/-) FROM TWO-FAMILY CONSERVATION (TFC-2) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO PRESERVE THE EXISTING DUPLEX STRUCTURES, AND TO ALLOW TWO (2) DEVIATIONS; LOCATED AT ADDRESS 27036/038 WILLIAMS ROAD, 27020-028 WILLIAMS ROAD, AND 27001/031 SUN AQUA LANE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-043)

7. Consent Agenda Items:

- A. Approve minutes from the City Council Meeting held on February 5, 2025.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-02-036)
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-02-037)
- D. Authorize staff to submit a funding application to the West Coast Inland Navigation District (WCIND) for funds to promote safe navigation and water-based activities. (Green Sheet 25-02-038)
- E. Approve a Resolution to engage a firm for Paradise Road Bike/Pedestrian Improvement Project Design Services (RFQ 24-13) and authorize staff to enter into negotiations with the number one ranked firm, American Structurepoint. (Green Sheet 25-02-039)
- F. Accept the transfer of three (3) parcels from Lee County to the City for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-02-044)
- G. Ratify City Council liaison and membership appointments to various committees, boards, and organizations. (Green Sheet 25-02-047)
- H. Approve amendment #2 to purchase agreement 2024-001QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-02-048)
- I. Approve amendment #1 to purchase agreement 2024-002QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-02-049)
- J. Approve amendment #1 to purchase agreement 2024-003QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet No. 25-02-050)

- Opportunity for City Council Comments on Consent Agenda

8. Presentations:

- A. Presentation and update of the Bonita Springs Wonder Gardens Master Plan Capital Improvement Projects. (Green Sheet 25-02-046)

9. Mayor and Council Member Items:

- A. Update on the Bonita Springs Elementary School renovation project. (Council Member Fullick, Green Sheet 25-02-042)
- B. Discuss future Resilient Florida Program Planning Grant opportunities and direction to staff. (Council Member Corrie, Green Sheet 25-02-051)

10. City Attorney Items

11. City Manager Items:

- A. Presentation and direction to staff on the final design plans developed by Wright Construction Group for the Banyan Tree Parcel and Splash Pad. (Green Sheet 25-02-040)
- B. Presentation of the December Financial Report. (Green Sheet 25-02-045)
- C. Update from Community Development on hurricane recovery permits and the monthly activity report for January. (Green Sheet 25-02-041)
- D. Update on recovery – Hurricanes Ian, Helene, and Milton

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment

ITEM TITLE: (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 1.04 ACRES (+/-) FROM TWO-FAMILY CONSERVATION (TFC-2) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO PRESERVE THE EXISTING DUPLEX STRUCTURES, AND TO ALLOW TWO (2) DEVIATIONS; LOCATED AT ADDRESS 27036/038 WILLIAMS ROAD, 27020-028 WILLIAMS ROAD, AND 27001/031 SUN AQUA LANE, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mike Fiigon II, Senior Planner, Community Development

AGENDA SECTION: Public Hearings – Zoning and Land Use Items

STRATEGIC PRIORITY:

BACKGROUND: The properties in question contain duplex structures (10 units total) that were built between 1969 and 1976, which predates the incorporation of the City of Bonita Springs. Under the current zoning designation of TFC-2, each lot/parcel of at least 7,500sf in area (75 feet in width and 100 feet in depth) would be able to house a duplex structure. Two of the three properties contain *multiple* duplex structures, which has created a non-conforming situation through no fault of the Applicant. However, the properties do not contain enough land area to suitably split the lots to conform to TFC-2 standards and setbacks. The Applicant's options were to request a series of variances for lot width and setbacks, or request a rezoning and provide a set of unifying development regulations for consideration. The Applicant chose the latter option and has provided a sufficient application.

While no new development is proposed as part of the request, Staff has recommended several conditions that would address future development, should it occur at some point. The Applicant has agreed to the conditions provided which are contained in the attached staff report and draft ordinance.

The Zoning Board heard the case on January 14, 2025 and voted unanimously to approve the request by a vote of 6-0 (meeting minutes attached). The draft Zoning Ordinance is not included with the agenda packet, but will be distributed to Council by the City Attorney prior to the 2/19/25 City Council meeting.

STAFF RECOMMENDATION: Move to Second Reading

ATTACHMENTS:

1. Zoning Board Meeting Minutes (January 14, 2025)
2. Staff Report with Legal Description/Survey and Master Concept Plan (MCP)

The draft Ordinance is not attached; it will be distributed by the City Attorney prior to the start of the Feb. 19, 2025 City Council meeting.

REVIEWERS:

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

**City of Bonita Springs
Board for Land Use Hearings & Adjustments
and Zoning Board of Appeals**

(Draft) Meeting Minutes
Tuesday, January 14, 2025
9:00 a.m.

1. CALL TO ORDER

Chairman Rascio called the meeting to order at 9:00 a.m.

2. PLEDGE OF ALLEGIANCE

Board Member Gambrell led the Pledge of Allegiance.

3. ROLL CALL

The City Clerk called the roll:

Present – Rascio, Gambrell, Waterhouse, Benson, Galloway and Winn

Absent – Hershenson (He informed the City Clerk in advance and asked to be excused).

4. PUBLIC HEARINGS

EACH CASE WILL INCLUDE A PUBLIC COMMENT PERIOD AT THE CONCLUSION OF THE APPLICANT AND STAFF PRESENTATION

**A. CASE NAME: WEST TERRY RESIDENTIAL PLANNED DEVELOPMENT
(PD21-85709-BOS)**

A REQUEST TO REZONE APPROXIMATELY 1.94 ACRES (+/-) FROM TWO-FAMILY CONSERVATION (TFC-2) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO PRESERVE THE EXISTING DUPLEX STRUCTURES, AND TO REQUEST TWO (2) DEVIATIONS.

City Attorney Derek Rooney swore in all those who intended to speak. Mike Fiigon, Senior Planner with Community Development, introduced the case.

Ms. Morgan Hila, with Davies Duke, LLC, presented on behalf of the applicant. She gave a brief presentation regarding deviations, density, buffer & setbacks and stated one deviation was withdrawn. Ms. Hila also answered questions from the Board.

Mike Fiigon, Senior Planner with Community Development, presented the staff report. Stating the conditions will apply to any future development, capping the density of units and a design that is in harmony with the downtown area. The applicant agrees with conditions and staff recommends approval. Mr. Fiigon also answered questions from the Board. (Staff report on file in the City Clerk's office).

Chairman Rascio called for public comments. Seeing none, and with no further questions from board members, he called for a motion. Board Member Galloway made a motion to approve the rezone request with the conditions proposed by staff; Board Member Winn seconded. The Clerk recorded the vote by roll

call. The motion carried 6-0, as follows:

Rascio	Gambrell	Waterhouse	Benson	Galloway	Winn	Hershenson
Yes	Yes	Yes	Yes	Yes	Yes	Absent

5. APPROVAL OF MINUTES: Meeting of December 17, 2024

Board Member Waterhouse motioned to approve the minutes, Seconded by Board Member Benson. The motion carried 6-0.

6. UPDATE ON PREVIOUS CASES:

Mike Fiigon stated there were no cases to update.

7. PUBLIC COMMENT

Chairman Rascio called for any additional public comment. There were none.

8. NEXT MEETING: *The next meeting is scheduled for February 18, 2025 at 9:00 am.*

9. ADJOURNMENT: *As there was no further business, Chairman Rascio adjourned the meeting 9:19 a.m.*

Prepared by:

Teresa C. Grimes, Senior Records & Compliance Clerk

APPROVED:

BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman

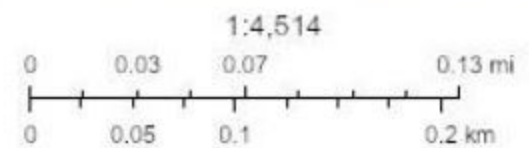
TABLE OF CONTENTS
WEST TERRY RPD
PD21-85709-BOS

AERIAL MAP	PAGE 2
STAFF REPORT	PAGE 3
APPLICATION SUMMARY	PAGE 3
BACKGROUND	PAGE 4
PROPOSED USES	PAGE 4
PROPERTY DEVELOPMENT REGULATIONS	PAGE 5
DEVIATION REQUESTS	PAGE 5
STAFF RECOMMENDATION	PAGE 6
CONDITIONS OF APPROVAL	PAGE 6
 EXHIBIT A: SKETCH AND LEGAL DESCRIPTION	 PAGE 9
EXHIBIT B: MASTER CONCEPT PLAN	PAGE 10
 ATTACHMENT A: BACKGROUND ANALYSIS	 PAGE 11
 ATTACHMENT B: APPLICATION BACKUP (ONLINE ONLY)	 PAGE 15



WEST TERRY STREET RPD

EXHIBIT II-D, IV-N: LOCATION MAP



Environmental Science | Landscape Architecture | Architecture | Engineering | Urban Design | Survey
4100 Evans Avenue #7
Ft. Myers, FL 33901

WEB | nativetec.com

TEL | 239-332-1505

FAX | 239-236-0444

BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT

TYPE OF CASE: PLANNED DEVELOPMENT REZONING

CASE NUMBER: PD21-85709-BOS

HEARING DATE: January 14, 2025

PLANNER: Mike Fiigon II, Senior Planner

APPLICATION SUMMARY:

- A. Applicant: West Terry, LLC
- B. Agent: Novel Davies, Esq.; Davies- Duke, PLLC
- C. Request: To rezone approximately 1.04 acres (+/-) from Two-Family Conservation (TFC-2) to Residential Planned Development (RPD), to preserve the existing duplex structures, and to request two (2) deviations.
- D. Location: 27036/038 Williams Road; 27020-028 Williams Road; 27001/031 Sun Aqua Lane; Bonita Springs, Florida 34135
- E. Future Land Use Plan Designation: Medium Density Residential
- F. Current Zoning: Two-Family Conservation (TFC-2)
- G. Current Land Use: Residential; Duplexes

By this reference, the Applicant's application in its entirety, including amendments and correspondence, is made part of this record and is available at the City Clerk's and Community Development's Offices.

THE PURPOSE OF PLANNED DEVELOPMENT ZONING

Pursuant to LDC 4-737, one of the purposes of a Residential Planned Development (RPD) is to provide a property owner or land developer with a development technique that can increase residential density and its ancillary development in areas designated by the Bonita Plan (i.e. Comprehensive Plan). A series of criteria are utilized to inform a Staff recommendation on the request. The criteria are found in "Attachment A" to this report.

BACKGROUND:

The properties in question contain duplex structures that appear to have been built between 1969 and 1976, which predates the incorporation of the City of Bonita Springs. Staff was unable to locate the original building permits through Lee County.

Under the current zoning designation of TFC-2, each lot of at least 7,500 square feet in area with a minimum lot width of 75 feet and a minimum lot depth of 100 feet would be able to house a duplex structure. Two of the three properties in question contain *multiple* duplex structures, which has created a non-conforming situation through no fault of the Applicant. However, the properties do not contain enough land area to suitably split the lots so that there would only be one duplex per lot (and have all setback and development regulations adhered to), as currently permitted in the TFC-2 designation. The Applicant's options for a potential remedy were to ask for a series of variances for lot width and setbacks, or, to request to rezone the properties to a planned development and provide a set of unifying development regulations for consideration. Rather than applying for 6+ variances for consideration, the Applicant chose the latter option and has provided a sufficient application for a rezoning request. Approval of the request would allow the Applicant to split the parcels so that one duplex would be present on each lot. **No new development is proposed as part of the Applicant's request.** However, Staff has suggested several conditions of approval that would address future development in the event the duplexes are torn down or removed.

The properties are located in the Medium Density Residential future land use category, which contains a density allowance of 11.6 units per acre. The existing density is 10 units over 1.04 acres, which is below the maximum threshold of the category.

Uses: As part of the request, the Applicant proposes the following Schedule of Uses:

- Accessory Uses and Structures
- Boat Ramps (noncommercial)
- Community Gardens
- Dwelling Units
 - Single-Family, conventional
 - Duplex
 - Two-Family Attached

Docks & Seawalls
Fences & Walls
Water Retention
Recreational Facilities, personal
Temporary Uses

Staff does not have any objections to the proposed uses, since they are customary and typically found in Residential Planned Developments.

Property Development Regulations: The Applicant is proposing the following development regulations for the project:

	Listed Housing Types
Lot Width	58 feet, minimum
Lot Depth	100 feet, minimum
Lot Area	7,500sf, minimum
Street Setback*	20 feet
Side Setback*	6.5 feet
Rear Setback	20 feet
Waterbody Setback	25 feet
Lot Coverage	40%
Height	35 feet (2 habitable stories)
Maximum Lot Coverage**	40%

*Includes a deviation request for a perimeter & side street setback reduction

**The project is also required to have a minimum of 40% open space

Staff does not object to the proposed development regulations.

Deviations: Two deviations are being requested as part of the rezoning petition. The request language, Applicant justification, and Staff response are shown below.

Deviation Request #1: A deviation from LDC Section 4-741(b)(1)(a) & LDC 3-418(d) which together would require a buffer and setback requirement of at least 15 feet, to allow no buffer and a setback of 6.5 feet.

Applicant Justification: *A deviation from this requirement is necessary to enable the preservation of the existing duplex structures adjacent to Boula Drive. [Additionally] this request is made with reference to the provisions of LDC 3-418(d) which provides that, were the use of the property characterized as SFR and RFD, no buffer would be required.*

Staff Analysis: Staff agrees with the Applicant's justification that a deviation would be necessary in order to preserve the existing duplexes in their current location. However, Staff would also note that stating that if the properties were comprised of single-family residences (SFR) then no buffer would be required along Boula Drive, would not apply to

the existing duplex structures, but could apply to the future redevelopment of the property, since single family residences are proposed on the schedule of uses. Additionally, Staff would note that the deviation request would not solely apply to Boula Drive, but to the southern perimeter of the project area as well, which currently abuts existing residential units. Staff recommends **APPROVAL** of this deviation request.

Deviation Request #2: A deviation from LDC 3-526, Types of Lots and Lot Lines, to designate the northern lot lines of the perimeter boundary as side lot lines.

Applicant Justification: *Boula Drive extends only between Sun Aqua Lane and Williams Road, [and] provides vehicle access only to the immediately adjacent property and does not provide access to other properties located on either Sun Aqua Drive and Williams Road. Designation of the lot lines abutting Boula Drive as side lot lines will accommodate the preservation of the existing duplex structures.*

Staff Analysis: Staff does not believe this deviation is needed, since the lot line classification would only affect the setbacks of the existing structures. The setback concerns were addressed as part of Deviation 1, and thus, the Staff recommendation is for this deviation to be **WITHDRAWN**.

CONCLUSIONS:

It is Staff's opinion that the proposed RPD would be appropriate subject to the conditions outlined below. Additional analysis performed by Staff in order to reach this conclusion can be found by reviewing "Attachment A."

RECOMMENDATION:

Staff recommends **APPROVAL**, as conditioned below:

Conditions:

1. The project, as preserved in its existing state, shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit "B." Any future development shall also be generally consistent with the MCP.
2. Schedule of Uses:

Accessory Uses, Buildings and Structures
 Boat Ramps (noncommercial)
 Community Gardens
 Dwelling Units
 Single-Family, conventional
 Duplex
 Two-Family Attached
 Docks & Seawalls
 Fences & Walls
 Water Retention
 Recreational Facilities, personal
 Temporary Uses

3. Property Development Regulations:

	Listed Housing Types
Lot Width	58 feet, minimum
Lot Depth	100 feet, minimum
Lot Area	7,500sf, minimum
Street Setback*	20 feet
Side Setback*	6.5 feet
Rear Setback	20 feet
Waterbody Setback	25 feet
Lot Coverage	40%
Height	35 feet (2 habitable stories)
Maximum Lot Coverage**	40%

*Includes a deviation request for a perimeter & side street setback reduction

**The project is also required to have a minimum of 40% open space

4. The Applicant is responsible for applying for a subdivision plat in order to effectively document the proposed lot splits. The approval and recordation of the plat will serve as the finalization of the lot split process.
5. No more than two (2) dwelling units will be permitted, per proposed lot. And the total number of dwelling units for the project shall not exceed 10. If a duplex is removed and a single-family home is chosen as the new dwelling unit type, no more than one (1) single-family home shall be permitted per lot.
6. Upon removal of any of the existing duplex structures, redevelopment shall be subject to the schedule of uses and property development regulations shown in Conditions 2 & 3 but will also be required to provide the appropriate front yard type, glazing, and frontage projections associated with the T3 Transect of the Downtown District Form-Based Code, as may be modified.
7. Removal of vegetation must be approved by the City of Bonita Springs Community Development Department.
8. Approval of this zoning action does not guarantee approval of a local development order or building permit.

Deviations

1. A deviation from LDC Section 4-741(b)(1)(a) & LDC 3-418(d) which together would require a buffer and setback requirement of at least 15 feet, to allow no buffer and a setback of 6.5 feet, is **APPROVED**.
2. A deviation from LDC 3-526, Types of Lots and Lot Lines, to designate the northern lot lines of the perimeter boundary as side lot lines, is **WITHDRAWN**.

EXHIBITS:

- A. Legal Description and Sketch of the Subject Property
- B. West Terry RPD Master Concept Plan (MCP)

ATTACHMENTS:

- A. Background and Informational Analysis
- B. Application Backup (Final Documents—Online only)

EXHIBIT A

DESCRIPTION

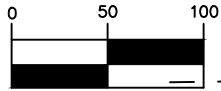
EXHIBIT A

Being a portion of Section 35, Township 47 South, Range 25 East, Lee County, Florida, Being more particularly described as follows:

COMMENCING at the Northeast Corner of Lot 14, Bonita Farms, Plat Book 3, Page 27, Lee County, Florida; thence run South 88°59'01" West, along the North line of said Lot 14 for a distance of 25.00 feet; thence leaving said North line South 01°06'01" East, for a distance of 25.00' feet to the POINT OF BEGINNING; thence run South 01°06'01" West for a distance of 372.10' feet; thence South 89°11'09" West for a distance of 120.00' feet; thence run North 01°09'31" West for a distance of 186.80' feet; thence run South 89°14'30" West for a distance of 40.00' feet; thence run South 01°09'31" East for a distance of 75.18' feet; thence run South 89°14'30" West for a distance of 119.25' feet; thence North 01°22'30" West for a distance of 259.34' feet; thence North 88°59'01" East, for a distance of 280.61' feet to the POINT OF BEGINNING. Containing 83,173 square feet or 1.91 -cres more or less.



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

LOT 15
BONITA FARMS
PB 3, PG 27

LOT 14
BONITA FARMS
PB 3, PG 27

POINT OF
COMMENCEMENT
N.E. CORNER, LOT 14
BONIT- F-RMS
PB 3, PG 27

POINT OF
BEGINNING

LOT 13
BONITA FARMS
PB 3, PG 27

LINE TABLE

LINE	BE-RING	DIST-NCE
L1	S88°59'01"W	25.00'
L2	S1°06'01"E	25.00'
L3	S89°11'09"W	120.00'
L4	S89°14'30"W	40.00'
L5	S1°09'31"E	75.18'
L6	S89°14'30"W	119.25'

NOTES:

1. This is not a survey.
2. Bearings shown hereon are based on the North line of Bonita Farms, Plat Book 3, Page 27, Lee County, Florida as located in State Plane coordinate system Florida East Zone, N-D 83, 2011 adjustment being S88°59'01"W
3. -II Dimensions are in feet and decimals thereof, unless otherwise indicated.
4. Subject to easements, reservations and restrictions of record.

For the Exclusive Use Of:
West Terry LLC

David B. Bruns, PLS,
Florida License No. 4520
Not valid without the signature and
original seal of the Florida Licensed
Professional Surveyor and Mapper
Certificate of -uthorization #7705.



SKETCH & DESCRIPTION

A Portion of Lot 14,
Bonita Farms,
Lee County, Florida

CLIENT:	West Terry LLC				
PROJECT #:	P842	SUB PROJECT:			
DR-FTD BY:	D-TE	SC-LE	WO NUMBER	SHEET #	DR-WING NO.
R.Y.	08/2021	1" = 100'	20-137	1	1-172

TRANSECT ZONE T4

BOULA DRIVE

WILLIAMS ROAD

SUN AQUA LANE

RS-1

TFC-2

RS-1

RS-1

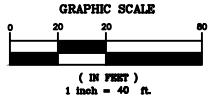
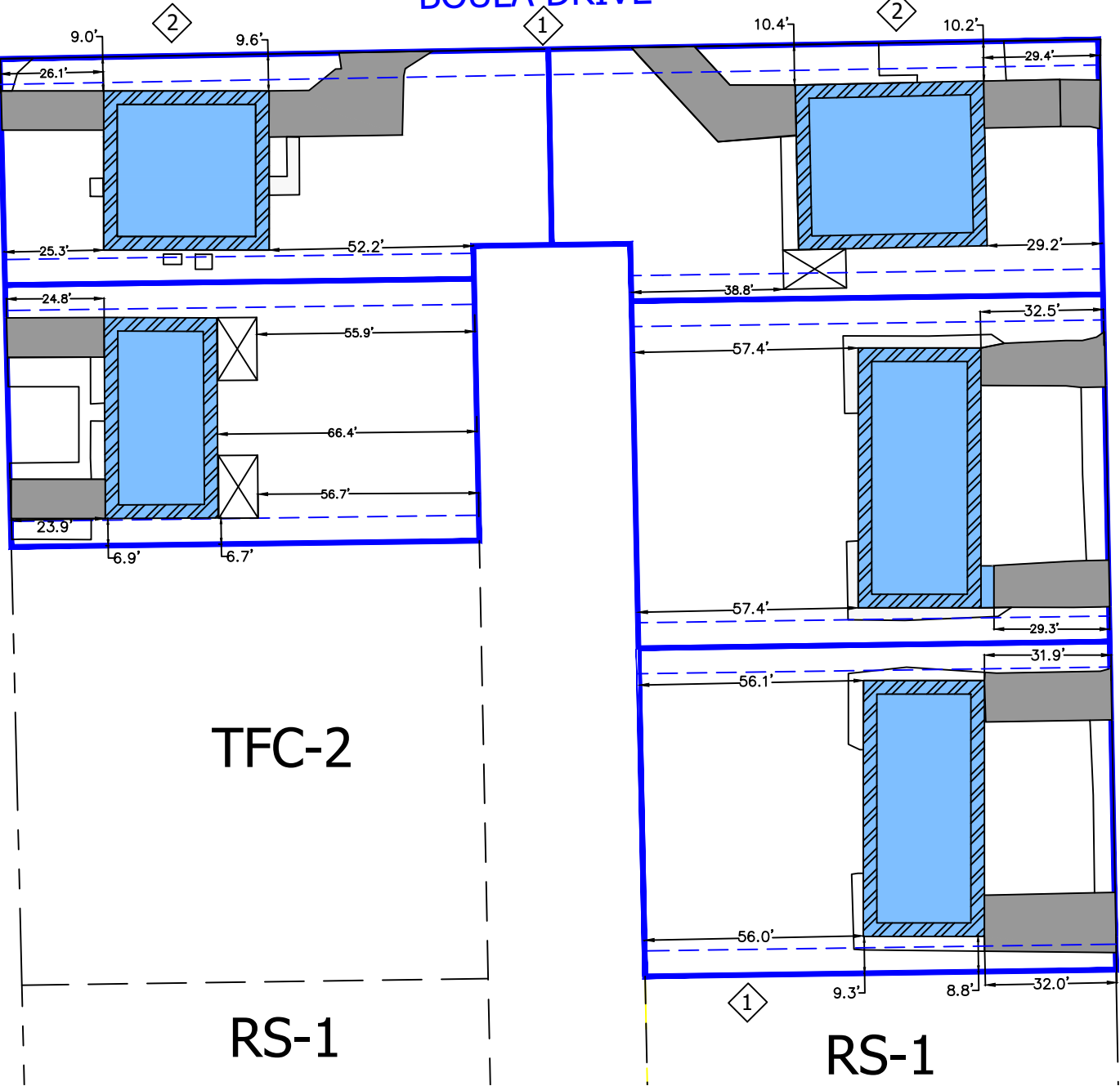


EXHIBIT B

DEVELOPMENT REGULATIONS

MINIMUM LOT AREA	7,500 SF
MINIMUM LOT WIDTH	58 FT
MINIMUM LOT DEPTH	100 FT
MINIMUM SETBACKS	
STREET	20 FT
SIDE	6.5 FT
REAR	20 FT
MAXIMUM HEIGHT	2 STORIES/35 FT
MAXIMUM LOT COVERAGE	40%

DEVIATIONS (SEE EXHIBIT IV-H)

- 1 PERIMETER BUFFER
- 2 SIDE LOT LINES

LEGEND

- PROPOSED LOT BOUNDARY
- REQUIRED SIDE YARD

SITE SUMMARY

PLAN DESIGNATION	MEDIUM DENSITY MULTIFAMILY RESIDENTIAL
EXISTING ZONING DESIGNATION	TFC-2
EXISTING LAND USE	DEVELOPED RESIDENTIAL
PROPOSED ZONING DESIGNATION	RPD- RESIDENTIAL PLANNED DEVELOPMENT
GROSS AREA	1.04 ±ACRES

NOTES:
1- THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL.

ATTACHMENT “A”

BACKGROUND AND INFORMATIONAL ANALYSIS:

Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
Subject Parcel: TFC-2; Duplex	Medium Density Residential 11.6 dwelling units/acre (du/ac)
North: Boula Drive ROW, T4 Transect; Duplex	Downtown District 20du/ac
East: T3-R Transect; Church	Downtown District 20du/ac
South: TFC-2; Single-Family and Duplex	Medium Density Residential 11.6du/ac
West: RS-1; Single-Family	Mod. Den. Res. 5.8du/ac

Planned Development Analysis

Review criteria	Yes – Mostly - Partly - No
Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation	Yes – The application is in compliance with the Comprehensive Plan and applicable Land Development Code Regulations
The request meets or exceeds performance and location standards set forth for the proposed uses	Yes – The MCP with associated conditions presented by Staff will meet the standards of the Land Development Code.
Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan	Yes – The existing density is below the maximum allowance of the Future Land Use Category of the Comprehensive Plan.
The request is compatible with existing or planned uses in the surrounding area	Yes – The surrounding uses are residential in nature. The existing duplex structures are also residential. Any redevelopment will also be residential in nature.

Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development	Yes-- The existing development of 10 units has a de minimus effect on the surrounding roadway network.
Will the request adversely affect environmentally critical areas and natural resources	No – the properties are already developed and there are no environmental sensitivities on-site
Public facilities are, or will be, available and adequate to serve the proposed land use	Yes - Public facilities are available and currently serve the properties.
Deviations needed to enhance or to achieve the objectives of the planned development	Yes– The deviations will allow the existing development to remain and will allow and future development to follow the existing established pattern.
Deviations needed to preserve, promote and or protect the public health, safety and welfare	Yes – the proposed deviations are required in order to allow the existing duplex structures to remain in their current location.

Environmental

Since the site is being preserved with the existing structures and no new development is proposed, the Applicant applied for a waiver of the requirement to provide an environmental assessment. The waiver was granted after the City's environmental specialist visited the site. However, a condition has been proposed by Staff that will require approval from City of Bonita Springs Community Development Department before any vegetation is removed.

Stormwater

Currently, stormwater is handled by directing on-site flows to existing drainage infrastructure along the abutting roadways. Since no new development is proposed at this time, the Applicant applied for a waiver of the requirement for a storm water narrative. However, pursuant to LDC 4-2224, all new residential structures, additions, decks, and pools will require a drainage plan to accompany the permit application.

Traffic

The Applicant requested a waiver from the requirement of providing a Traffic Impact Statement (TIS). The project was reviewed by the City's Traffic Engineer and it was

determined that since no new structures are proposed and since the density is capped at 10 units, a TIS was not warranted.

Comprehensive Plan

The property is located in the Medium Density Residential future land use category. This category is described as follows:

Policy 1.1.8: Medium Density Residential - Intended to accommodate areas with a mix of single-family, duplex and town homes residential development at a maximum density of up to 11.6 dwelling units per gross acre and approximately 1,056 acres of gross land area in the land use category; group homes and foster care facilities; public schools and other public, semi-public and recreational uses on a limited basis.

- a. *Appropriate residential housing types include conventional and modular constructed single-family and duplex structures on permanent foundations.*
- b. *As an alternative to a duplex structure, and in order to encourage dispersing affordable housing throughout the community, one accessory dwelling, such as a garage apartment or accessory apartment, may be located on a single lot occupied by one single-family structure, provided development of the lot remains within the maximum allowable density. Conditions on accessory dwelling units may be required within the Land Development Regulations to prevent over crowding and to ensure compatibility.*
- c. *Maximum allowable height of structures shall be 55 feet from the base flood elevation to the eaves.*

The project does not exceed the density allowances of the future land use category and is compliant.

With regards to the Traffic Element, the project fronts fully constructed roadways that are suitable for vehicular traffic.

With regards to the Housing Element, this is an existing residential project in a residential land use category. However, if approved, and if redeveloped, a variety of housing options would be available, as shown on the schedule of uses. Due to the project's immediate proximity to the Downtown District, a condition has been presented by Staff that would require redevelopment to meet certain standards that would be applicable to residential development within the Downtown District.

The project is located within the Coastal High Hazard Area and the Coastal Management Area. However, no new development is proposed and future development is capped at

the existing density of 10 units. All new construction will be required to meet the standards of the floodplain ordinance and the Florida Building Code.

The remaining comprehensive plan elements would not apply to this project.



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

City of Bonita Springs
City Council
Draft Meeting Minutes

February 5, 2025
5:30 pm

1. **Call to Order** - *Mayor Gibson called the meeting to order at 5:30 p.m.*
2. **Invocation** - *Provided by Rev. Angel Ortiz of Integrity Church.*
3. **Pledge of Allegiance** - *Led by Mayor Gibson*

4. **Roll Call**

The City Clerk called the roll:

Present: 6 Deputy Mayor Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick
Absent: 1 Council Member Bogacz (excused)

5. **Public Comment on Agenda Items**

Jim Bradford - Commented on Item 10a, House Bill regarding San Carlos Estates Water Control District.
David Cooke - Commented on Item 10a, House Bill regarding San Carlos Estates Water Control District.
John Cellucci - Commented on Item 10a, House Bill regarding San Carlos Estates Water Control District.
Rita Giddens - Commented on Item 10a, House Bill regarding San Carlos Estates Water Control District.
John Kangas - Commented on Item 10a, House Bill regarding San Carlos Estates Water Control District
Belinda Zivich - Commented on Item 10, House Bill regarding San Carlos Estates Water Control District.

6. **Ceremonial Presentations and Proclamations:**

- A. Proclamation recognizing the 75th Anniversary of the League of Women Voters of Lee County.

The proclamation was read aloud by Council Member Carr and presented to President Sandy Frank and other representatives of the LWV Lee County.

- B. Presentation recognizing contributors to the Lee County Sheriff's Office - Bonita Springs Community Policing Unit's annual "Shop with a Cop" event.

Mayor Gibson, along with Lt. Rush Brewton, presented Certificates of Recognition to Café of Life, Bonita Springs Charter School, Bonita Fire & Rescue District, and Target at Coconut Point.

- C. Presentation recognizing the promotion of Commander Blake Lee, Lee County Sheriff's Office, and his dedicated service to the people of Bonita Springs.

Commander Lee, accompanied by his family and several members of the Lee County Sheriff's Office, was presented with a Certificate of Recognition, which was read aloud by Deputy Mayor Purdon.

Clerk's Note: In consideration of the large number of residents in attendance for Item 10A, City Council agreed by consensus to move Item 10A up in the agenda order, to immediately follow Ceremonial Presentations.

10 A. Discussion regarding a draft local House Bill regarding San Carlos Estates Water Control District. (Mayor Gibson and Council Member Bogacz, Green Sheet 25-02-030)

Mayor Gibson announced that this item is on the agenda to provide residents with the opportunity to voice their opinions on Representative Botana's draft House Bill. He reminded residents that Rep. Botana has scheduled a Town Hall meeting for 5:30 pm, February 25, at the Bonita Springs Fire Control & Rescue District, 27701 Bonita Grande Drive, which is the best place for residents to voice concerns. Council Members thanked residents for attending tonight's meeting, and reiterated that the draft Bill is not a City driven initiative.

6:12 p.m. - Mayor Gibson recessed the meeting for a break.

6:18 p.m. - Mayor Gibson reconvened the meeting.

7. Public Hearings – Zoning and Land Use Items:

- A.** (ADOPTION HEARING) A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A SPECIAL EXCEPTION REQUEST FOR OUTDOOR CONSUMPTION ON PREMISES, ASSOCIATED WITH A 4-COP RESTAURANT, GROUP III USE, LOCATED WITHIN THE U.S. 41 CORRIDOR OVERLAY, PURSUANT TO LDC SEC. 4-898 LOCATED AT 25355 SOUTH TAMIAMI TRAIL, STRAP NUMBER 21-47-25-B2-03204.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-022)

*The City Clerk read the title block into the record. City Attorney Rooney announced a scrivener's error in the draft ordinance, which has been corrected in the adoption packet. He swore in all those who intended to provide testimony for the quasi-judicial items on the agenda. Mary Zizzo, Senior Planner with Community Development, presented a summary of the staff report. (Applicant and staff presentations on file in the City Clerk's office). Mayor Gibson called for public comments; seeing none, he motioned to approve; seconded by Council Member Carr. **The motion carried 6-0 (Zoning Resolution 25-20 adopted).***

- B.** (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY TWO (2) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW SIX (6) SINGLE FAMILY UNITS AND ONE DEVIATION; LOCATED AT THE CORNER OF WISCONSIN STREET AND LAWHON FAMILY ROAD, ADDRESS 9650 LAWHON FAMILY ROAD, STRAP NUMBER 34-47-25-B2-00259.0040, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-024)

*The City Clerk read the title block into the record. Mike Fiigon, Senior Planner with Community Development, presented a summary of the staff report, and stated the Zoning Board recommended approval. The applicant's representative was present. (Applicant & staff presentations on file in the City Clerk's office). Council Member Carr motioned to approve; seconded by Deputy Mayor Purdon. Mayor Gibson called for public comment; seeing none, he asked the Clerk to record a roll call vote. **The motion carried 6-0 (Ordinance 25-01 adopted).***

- C. (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY SIX (6) ACRES FROM THE RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 10 DWELLING UNITS; LOCATED AT 27400 ARROYAL ROAD, STRAP NUMBER 33-47-25-B2-00201.0000 BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-025)**

*The City Clerk read the title block into the record. Mary Zizzo, Senior Planner with Community Development, provided a summary of the staff report, stating that the Zoning Board recommended approval. The applicant's representative was present. (Applicant & staff presentations on file in the City Clerk's office). Deputy Mayor Purdon motioned to approve; seconded by Council Member Carr. Mayor Gibson called for public comments; seeing none, he asked the Clerk to record a roll call vote. **The motion carried 6-0 (Ordinance 25-02 adopted).***

- D. (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY EIGHT (8) ACRES FROM THE AGRICULTURAL (AG-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW UP TO FORTY (40) DWELLING UNITS AND TWO DEVIATIONS; LOCATED AT THE NORTHWEST CORNER OF WISCONSIN STREET AND PENNSYLVANIA AVENUE, STRAP NUMBER 34-47-25-B2-00259.0020, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-023)**

The City Clerk read the title block into the record. Senior Planner Mike Fiigon introduced the item, stating this is rehearing of the first reading. He further stated that the Zoning Board recommended approval.

On behalf of the applicant, Stephon Bolson opened the presentation, thanking Council for the opportunity for a rehearing. He stated that the applicant's team took the feedback of the neighbors to heart, and made changes to accommodate their needs, with win-win solutions. He stated that the building site plans have been scaled down, roof terraces were eliminated, and plans have been made for an HOA to manage the retention pond. Next, Canon Sandora, Civil Engineer, presented an overview of the proposal which included schedule of uses, master concept plan, requested deviations and justifications, and traffic impact. Next, Bill Glass, Architect, summarized design plans and construction material of the proposed project, followed by Paul Owen, Environmental Consultant, who summarized the environmental impact study. (Applicant & staff presentations on file in the City Clerk's office).

Mayor Gibson called for public comments; seeing none, he asked for comments and questions from Council Members. Council Member Fullick and Council Member Fitzpatrick complimented the applicant for listening to the concerns expressed by neighbors and being attentive to their needs. Mayor Gibson announced that the ordinance will move to second reading.

- E. Deferred to 5:30 p.m., March 5, 2025 at Applicant's Request (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 4.6± ACRES FROM THE TWO-FAMILY CONSERVATION (TFC-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 48 TWO-FAMILY DWELLING UNITS, AND TO REQUEST ONE (1) DEVIATION; LOCATED AT THE SOUTHEAST CORNER OF DEAN STREET AND MATHESON AVENUE, COMPRISING OF 11035, 11089, 11113 AND 11125 DEAN STREET, BONITA SPRINGS, FLORIDA 34153; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-02-029)

Mayor Gibson announced that this item was deferred at the applicant's request to 5:30 pm, March 5, 2025.

8. Consent Agenda Items:

*Council Member Corrie pulled Consent Item 8F for discussion. Council Member Carr motioned to approve the remaining consent agenda items; seconded by Council Member Fullick. **The motion carried 6-0.***

- A. Approve minutes from the City Council Meeting held on January 18, 2025.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene.
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton.
- E. Approve an agreement with Florida Gulf Coast University (FGCU) for Riverkeeper position at FGCU's Vester Field Station. (Green Sheet 25-02-020)
- F. Review and approve a Special Assemblage Master Plan, located in the Innovation District of the Downtown District, at 27781 Tennessee Street, Bonita Springs, Florida. (Green Sheet 25-02-026)

*Moved for discussion by Council Member Corrie. City Attorney Rooney and Senior Planner Mike Fiigon responded to questions and provided clarifying information. Council Member Carr motioned to approve; seconded by Council Member Fitzpatrick. **The motion carried 6-0.***

- G. Approve a Community Development Block Grant - Disaster Recovery (CDBG-DR) Subrecipient Agreement with Lee County for the Ragsdale/Pennsylvania/Arroyal Corridor Street Improvement Project. (Green Sheet 25-02-031)
- H. Approve a purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program - COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood. (Green Sheet 25-02-032)
- I. Approve change order #7 for the IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project in the amount of \$80,000. (Green Sheet 25-02-033)
- J. Accept the proposal submitted by Wright Construction in the amount of \$102,301.65 for priority one repairs at the recreation center and authorize execution of a contract. (Green Sheet 25-02-034)

9. Public Hearings:

- A. (SECOND READING AND PUBLIC HEARING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE BONITA SPRINGS CITY CODE, CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, AND CHAPTER 24 – FLOOD HAZARD REDUCTION, TO CLARIFY AND UPDATE DEFINITIONS AND REGULATIONS AS NECESSARY TO REMAIN IN THE NATIONAL FLOOD INSURANCE PROGRAM AS APPLIED TO EXISTING BUILDINGS SPECIAL FLOOD HAZARD AREAS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION AND SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE. (Green Sheet 25-02-021)

*The City Clerk read the title block into the record. Ayita W. Lonergan, Floodplain Manager, provided a brief summary of the proposed amendments. Council Member Corrie motioned to approve; seconded by Council Member Carr. Mayor Gibson called for public comments; seeing none, he asked the Clerk to record a roll call vote. **The motion carried 6-0 (Ordinance 25-03 adopted).***

10. Mayor and Council Member Items:

- A. Discussion regarding a draft local House Bill regarding San Carlos Estates Water Control District. (Mayor Gibson and Council Member Bogacz, Green Sheet 25-02-030)

10a occurred after Ceremonial Presentations.

- B. Review proposal for RFP #24-17 for the production and management of the Fiesta Bonita event at Riverside Park on April 5, 2025. (Deputy Mayor Purdon, Green Sheet 25-02-027)

*Deputy Mayor Purdon motioned to reject the one bid received and direct staff to expand scope and readvertise; seconded by Mayor Gibson. **The motion carried 6-0.***

- C. Update on the Bonita Springs Elementary School renovation project. (Council Member Fullick, Green Sheet 25-02-028)

Council Member Fullick announced that a meeting has been scheduled for February 14 at City Hall, with Lee County School Board member Bill Ribble and district staff. He will be attending the meeting alongside City staff to advocate for the City’s request that the school district replicate the original building façade.

11. City Attorney Items:

City Attorney Rooney informed Council that, pursuant to the City’s contract with Gray Robinson, the firm will be returning approximately \$89,000 to the City.

12. City Manager Items:

A. Discussion regarding the appointment of City Council liaisons to various boards and committees. (Green Sheet 25-02-035)

Appointments were made per input and requests of the Mayor and Council Members. The list of appointments will be placed on the February 19th City Council meeting agenda for ratification.

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

City Manager Hunter informed Council that neighboring jurisdictions are suspending local State of Emergency extensions for Hurricane Ian, and it is the right time for us to take the same course of action.

Other City Manager Informational Items:

- *A Capital Improvement Projects (CIP) Workshop will be scheduled for Feb. 19, 2025, immediately following the regular City Council meeting. Stormwater and Transportation projects will be reviewed. Clerk's Note: Mayor Gibson requested that staff obtain proposals to improve lighting at the BioReactor site parking lot.*
- *The Strategic Planning Workshop has been re-scheduled for March 5, 2025, at 12 noon.*

13. Mayor and Council Member Reports

Council Member Fitzpatrick - Announced the Town Hall meeting with Lee County Commissioner Mulicka and County Manager Dave Harner has been scheduled for Thu., March 27, from 4 pm - 5:30 pm, at the Bonita Springs Fire and Rescue District, 27701 Bonita Grande Dr. The Town Hall will include project updates from the County and a resident Q&A period.

Council Member Fullick - Provided an update from the latest TDC meeting and commented on the City's active and vibrant downtown.

Council Member Corrie - Announced that the Wonder Gardens is holding its annual fundraising event 'Enchanted Oasis' at 5:30 pm, February 13.

Council Member Carr - Announced that a representative from BSU will attend Rep. Botana's Town Hall meeting (5:30 pm, Feb. 25 Bonita Springs Fire & Rescue District, 27701 Bonita Grande Dr).

Deputy Mayor Purdon - Congratulated Sugarshack on its grand opening.

Mayor Gibson - Congratulated Sugarshack and highlighted recent downtown events that have attracted large crowds.

14. Public Comment

Rich Foreman - Complimented City Council for working together in a collegial manner.

15. Adjournment - *There being no further business, the meeting adjourned at 7:50 p.m.*

Prepared by:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

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

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

AGENDA SECTION: Consent

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

BACKGROUND:

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

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

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

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

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 25-018 issued on February 3, 2025
2. Resolution No. 25-021 issued on February 10, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-018**

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

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

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

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

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

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

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

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 3rd day of February, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____

City Attorney Office

Date filed with City Clerk: 2/3/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-021**

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

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

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

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

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

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

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

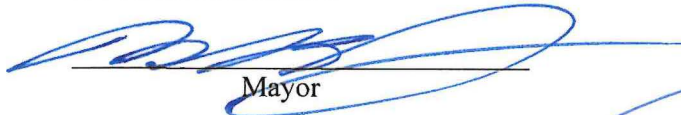
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 10th day of February, 2025.

AUTHENTICATION:

 _____ Mayor
 _____ City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 2/10/25

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

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

AGENDA SECTION: Consent

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

BACKGROUND:

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

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

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

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

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 25-019 issued on February 3, 2025
2. Resolution No. 25-022 issued on February 10, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-019**

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

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

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

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

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

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

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

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 3rd day of February, 2025.

AUTHENTICATION:

_____
Mayor

_____
City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 2/3/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-022**

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

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

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

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

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

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

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

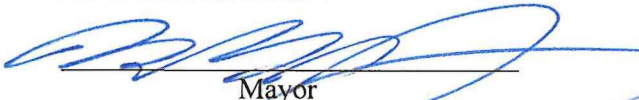
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 10th day of February, 2025.

AUTHENTICATION:

_____
Mayor

_____
City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 2/10/25

ITEM TITLE: Authorize staff to submit a funding application to the West Coast Inland Navigation District (WCIND) for funds to promote safe navigation and water-based activities.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #5 Stengthen City Finances

BACKGROUND:

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

Eligible projects must relate directly to navigation in Lee County and must address one of the following categories: Navigation Improvements, Boating Safety, Environmental Education, Nautical Recreation, or Law Enforcement. The WCIND program has encouraged that the City provide a match amount equal to the amount requested. The City was awarded and is currently administrating a grant of \$40,000 in Fiscal Year 2024-2025 from WCIND, with the City's budgeted match in the amount of \$40,000.

Staff requests approval of the application to WCIND with a total project cost of approximately \$80,000 for continued Marine Law Enforcement on Lee County waterways of the Imperial River and beach areas. The City will provide a match amount of \$40,000 with the caveat that the match funds will be available in the Fiscal Year 2025-2026 budget; if not included in the budget, the WCIND application will be withdrawn.

STAFF RECOMMENDATION: Authorize staff to submit a funding application to the West Coast Inland Navigation District (WCIND) for funds to promote safe navigation and water-based activities

ATTACHMENTS: none

REVIEWERS:

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

ITEM TITLE: Approve a Resolution to engage a firm for Paradise Road Bike/Pedestrian Improvement Project Design Services (RFQ 24-13) and authorize staff to enter into negotiations with the number one ranked firm, American Structurepoint, Inc.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 2) Transportation

BACKGROUND: On November 21, 2024, the City received eight (8) sealed responses for the Design Services for Paradise Road Bike/Pedestrian Improvement Project (RFQ 24-13).

On January 8, 2025, the Selection Committee met to evaluate the submittals. After review, the committee short-listed four (4) of the firms and recommended that they prepare presentations. The Committee met on January 29, 2025 to hear presentations. Following the presentations, the firms were ranked in the following order:

1. American Structurepoint, Inc.
2. Q. Grady Minor, A Pape-Dawson Company
3. BCC Engineering, LLC and Halff Associates, Inc. (tie)

STAFF RECOMMENDATION: Staff recommends award of RFQ 24-13 Design Services – Paradise Road Bike/Pedestrian Improvement Project to American Structurepoint, Inc.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RANKING OF THE FOUR (4) FIRMS FOR DESIGN SERVICES FOR PARADISE ROAD BIKE/PEDESTRIAN IMPROVEMENT PROJECT (RFQ 24-13) AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE NUMBER ONE RANKED FIRM, AMERICAN STRUCTUREPOINT, INC.

WHEREAS, the City advertised for Design Services – Paradise Road Bike/Pedestrian Improvement Project and received eight (8) qualified and experienced submittals; and

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

1. American Structurepoint, Inc.
2. Q. Grady Minor, A Pape-Dawson Company
3. BCC Engineering, LLC and Halff and Associates, Inc. (tie)

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

Section 1. To approve the Selection Committee's recommendation to rank the four (4) firms as enumerated above and engage American Structurepoint, Inc. for the Design Services – Paradise Road Bike/Pedestrian Improvement Project RFQ 24-13.

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

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

AUTHENTICATION:

Michael S. Gibson, Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Gibson
Purdon	Fullick
Carr	Fitzpatrick
Corrie	

Date filed: _____

ITEM TITLE: Accept the transfer of three (3) parcels from Lee County to the City 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

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.

During project development of the stormwater improvements, staff and the engineering consultant identified the potential location for two (2) retention ponds at the eastern end of Dean Street. Staff approached Lee County as the owners of vacant property located at 11750 Dean Street, 27851 Edith Lane and 27961 Quinn Street to gauge the County's interest to transfer these parcels to the City for pond development.

The County Commissioners approved the land transfer on July 29, 2023. Accepting the land will provide the needed property to fully develop the eastern retention ponds that will reduce the flooding impacts in the neighborhood.

STAFF RECOMMENDATION: Accept the transfer of three (3) parcels from Lee County to the City for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project

ATTACHMENTS:

1. County Deed

REVIEWERS:

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

This instrument prepared by:
Lee County, Dept of County Lands
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

STRAP NOS:

36-47-25-B3-00018.0000 (11750 Dean St)
36-47-25-B3-00017.0050 (27851 Edith Ln)
36-47-25-B3-01200.0210 (27961 Quinn St)

[space above for recording data]

COUNTY DEED
(with Covenants and Restrictions)

THIS DEED, made this ____ day of _____, 2025, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Lee County Dept of County Lands, 1500 Monroe St, 4th Floor, Fort Myers, FL 33901 (the "County"), to the **CITY OF BONITA SPRINGS, FLORIDA**, a Florida municipal corporation, whose mailing address is 9101 Bonita Beach Road, Bonita Springs, FL 34135 ("Grantee").

WITNESSETH: That the County, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to Grantee all of the County's right, title and interest in and to real property situate in the City of Bonita Springs, Lee County, Florida, consisting of 3 parcels of land, described on the attached **Exhibit A** (*Legal Description*).

By accepting this Deed, Grantee accepts the property subject to certain covenants and restrictions set forth on the attached **Exhibit B** (*Covenants and Restrictions*) and **Exhibit C** (*FEMA Approval Letter*).

With reference to Florida Statutes Section 270.11, the County hereby waives its right to reserve an undivided interest in any phosphate, minerals, metals or petroleum that are or may be in, on, or under said property.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Kevin Ruane, Chair

Authorized by Resolution No. 23-06-27

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

[ACCEPTANCE BY CITY OF BONITA SPRINGS]

Accepted by, and executed for and on behalf of, the City of Bonita Springs, Florida, this ____ day
of _____, 2025.

ATTEST:

MICHAEL J. SHEFFIELD, CLERK

CITY OF BONITA SPRINGS, FLORIDA

By: _____
Clerk

By: _____
Michael S. Gibson, Mayor

(Seal)

APPROVED AS TO FORM FOR THE CITY

City Attorney's Office

EXHIBIT A

LEGAL DESCRIPTION

I. STRAP NO: 36-47-25-B3-00018.0000 (11750 Dean St, Bonita Springs, FL 34135)

A parcel located in Section 36, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Beginning at the Northwest corner of the North $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 47 South, Range 25 East, Lee County, Florida, run Easterly along the North line of said fraction, 329.83 feet, more or less, to the Northeast corner of said fraction; thence run Southerly, along the East line of said fraction 94.285 feet, more or less, to a point which lies 234.00 feet North, measured on the said East line of fraction, of the Southeast corner of said fraction; thence run Westerly, parallel to the South line of said fraction, 120.00 feet; thence run Southerly parallel to said East line of fraction, 29.00 feet; thence run Westerly parallel to said South line of fraction, 209.82 feet, more or less, to a point on the West line of said fraction; thence Northerly, along said West line of said fraction, 123.42 feet, more or less to the point of beginning.

II. STRAP NO: 36-47-25-B3-00017.0050 (27851 Edith Ln, Bonita Springs, FL 34135)

The West 176 feet of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 47 South, Range 25 East, less the South 247.5 feet, Public Records of Lee County, Florida;

Subject to a FPL easement over and across the Easterly 10' thereof, but together with a road easement as follows: The West 30' of the South 247.5' of the West 176' of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 47S, Range 25 East. And together with a roadway easement over and across the East 25' of the East $\frac{1}{2}$ of the South $\frac{1}{2}$ of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 47 South, Range 25 East, Lee County, Florida.

III. STRAP NO: 36-47-25-B3-01200.0210 (27961 Quinn St, Bonita Springs, FL 34135)

Commencing at the Northeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 47 South, Range 25 East, Lee County, Florida; thence along the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36, Southerly 1033.19 feet for the place of beginning of the parcel herein described; thence continuing along the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36, Southerly 50.00 feet; thence parallel with the South line of said Section 36, Westerly, deflecting $89^{\circ}42'30''$ to the right, 135.00 feet; thence parallel with the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36, Northerly deflecting $90^{\circ}17'30''$ to the right 50.00 feet; thence parallel with the South line of said Section 36, Easterly deflecting $89^{\circ}42'30''$ to the right, 135.00 feet to the place of beginning; subject to an access easement over the Westerly 25.00 feet thereof; subject to a utility easement over the Easterly 5.0 feet thereof; being a part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 47 South, Range 25 East, Lee County, Florida. (Known as Lot 21, Imperial Gates, an unrecorded subdivision.)

END OF EXHIBIT A

EXHIBIT B

COVENANTS AND RESTRICTIONS

I. Background. Pursuant to a certain *Hazard Mitigation Grant Agreement* between the STATE OF FLORIDA, acting through its Department of Community Affairs (the “**State**”), and LEE COUNTY (the “**County**”), executed by the County on December 22, 1998 and by the State on or about March 24, 1999, Contract Number 99HM-8B-09-46-01-016 (the “**Agreement**”), and in response to an application for a hazard mitigation grant submitted by the County, the State made a grant to the County using federal funds from the Federal Emergency Management Agency (“**FEMA**”), for use by the County in purchasing several properties located within the Imperial River Floodway in the City of Bonita Springs, including without limitation the 3 parcels hereby conveyed (the “**Property**”), for the purpose of returning the Property to its natural state and thereafter perpetually maintaining the same as open space, to reduce the long term risk of flood damage. Pursuant to the Agreement, and as a condition of receiving the grant, various covenants and restrictions were placed upon the Property, including without limitation (i) requiring that the Property be maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices, and (ii) prohibiting the construction of new structures on the Property unless approved by FEMA, as more particularly described in the Agreement.

In connection with a proposed stormwater management project to be undertaken by the CITY OF BONITA SPRINGS, FLORIDA (the “**City**”), the City requested that the County convey the Property to the City and, concurrently, the City and County sought authorization of the conveyance from the State, which in turn sought authorization from FEMA.

II. Authorization from FEMA. Pursuant to a letter from FEMA to the State of Florida Division of Emergency Management dated June 29, 2023, attached hereto as Exhibit C (*FEMA Approval Letter*) and incorporated herein, FEMA has authorized the County’s conveyance of the Property to the City, provided the conveyance is made subject to the covenants and restrictions set forth in said letter, including without limitation certain building and use restrictions, as more particularly described in said letter.

III. Acceptance by the City and Release of County. As a condition of the County’s conveyance of the Property to the City, the City hereby (i) acknowledges that it has received a copy of the Agreement, (ii) accepts the Property subject to the covenants and restrictions set forth herein and hereby agrees to comply with the same, and (iii) agrees that, from and after the date hereof, as between the County and the City, the County is hereby released from any and all liability and obligations of any kind under the Agreement or this Deed as pertains to the Property, including without limitation liability to the State or FEMA in the event of a breach of such covenants and restrictions.

The covenants and restrictions set forth herein shall “run with the land” and be binding upon the City and its successors-in-interest.

END OF EXHIBIT B

EXHIBIT C

FEMA APPROVAL LETTER

U. S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

June 29, 2023

Mr. Kevin Guthrie, Director
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

Attention: Mrs. Laura Dhuwe, State Hazard Mitigation Officer

Reference: Lee County Title Transfer of Three Parcels

Dear Mr. Guthrie,

This letter is in response to the Florida Division of Emergency Management Agency's letter dated June 8, 2023, requesting FEMA's concurrence as required by 44 C.F.R. § 80.19(a) to allow the deed transfer of the three (3) properties identified below that were purchased under HMGP 1069-0064 and FMA-PJ-04-FL-1997-020 using FEMA funds.

- 1) 11750 Dean Street, Bonita Springs, FL 34135 (0.79 Ac parcel)
- 2) 27851 Edith Lane, Bonita Springs, FL 34135 (1.6 Ac parcel)
- 3) 27961 Quinn Street, Bonita Springs, FL 34135 (0.13 Ac parcel)

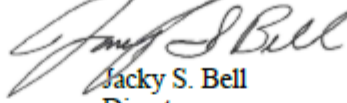
FEMA has determined that the deed transfer for three (3) properties from Lee County to the City of Bonita Springs meets the requirements of 44 C.F.R. § 80.19(a), and accordingly hereby approves Lee County's request.

In accordance with 44 CFR § 13.37(a)(2), the Recipient, Lee County, is responsible for ensuring that the subrecipient, City of Bonita Springs, is aware of requirements imposed upon it by Federal statute and regulation. In addition, City of Bonita Springs is required by the terms of the deed to comply with the restrictive covenants therein, including but not limited to the incorporation by reference of the requirements set forth in 44 C.F.R. part 80. Among these is the requirement to obtain prior FEMA approval before building any new structures or improvements on the property that are not expressly allowed by 44 C.F.R. § 80.19(a).

The Subrecipient's letter, which accompanied FDEM's request, indicated that the parcels would be used for the purpose of constructing stormwater management ponds. This letter only provides approval for the deed transfer described above. Any other contemplated use of the deed restricted parcels will need to meet the standards of 44 C.F.R. § 80.19 and may require prior written approval by FEMA. In addition, all actions implemented must be consistent with local floodplain management ordinances and FEMA regulations.

If you have any further questions regarding this action, please contact David Vandewater, Acting Disaster Implementation Branch Chief at (404) 895-7341.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacky S. Bell". The signature is fluid and cursive, with the first name "Jacky" and last name "Bell" clearly distinguishable.

Jacky S. Bell
Director
Mitigation Division

ITEM TITLE: Ratify City Council liaison and membership appointments to various committees, boards, and organizations.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #6 Strengthen/Enhance Council Relations

BACKGROUND:

Following each municipal election, the City Council appoints liaisons and members to various committees, boards, and organizations from its elected body. At the City Council meeting held on February 5, 2025, the Mayor and Council members discussed such appointments. The attached spreadsheet is in accordance with selections made during that discussion.

RECOMMENDATION: Review spreadsheet and ratify appointments.

ATTACHMENTS: Spreadsheet of City Council appointments for 2025/2026, in accordance with selections made at the City Council meeting held on February 5, 2025.

REVIEWERS:

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

City Council Liaison/Membership Appointments - 2025/2026

Internal City Advisory Committees	Gibson	Bogacz	Purdon	Carr	Corrie	Fullick	Fitzpatrick
Art in Public Places Board						X	Alt
Bicycle / Pedestrian Safety Committee	X						
Historic Preservation Board							X
Outreach Advisory Committee			X				
Special Events Committee		Alt		X			
Street Light Advisory Committee					X		
Technology Advisory Board					X		
Tree Advisory Board		X					
Veterans Advisory Committee						X	
External Boards and Committees	Gibson	Bogacz	Purdon	Carr	Corrie	Fullick	Fitzpatrick
Blue Zones						X	
Board of County Commissioners	X			Alt			
Bonita Estero Economic Development Council			X				
Bonita Springs Fire Control & Rescue District		X					
Bonita Springs Utilities				X			
Chamber of Commerce (SW FL Inc.)			X				
Coastal Advisory Committee (Beaches & Shores)					X		
Collier County Liaison	X						
CREW Land and Water Trust							X
Estero Liaison (Estero Community Committee Leaders)					X		
Florida League of Cities		Alt 1	X			Alt 2	
Fort Myers Beach Liaison				X			
Horizon Council				X			
Human Services Advisory Council						X	
Lee County Sheriff's Office			X			Alt	
Metropolitan Planning Organization (2 voting members)	X			X			
Metropolitan Planning Organization (2 alternates)					Alt 1		Alt 2
Metropolitan Planning Organization - Executive Committee				X	Alt		
Southwest Florida League of Cities				X			Alt
Tourist Development Council						X	
West Coast Inland Navigation District		X		Alt			
Wonder Gardens Board					X		
YMCA				Alt			X

ITEM TITLE: Approve amendment #2 to purchase agreement 2024-001QDD 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.

City Council approved a purchase agreement at the November 6, 2024 meeting to purchase three (3) parcels to construct a retention pond for stormwater improvements in the neighborhood. Amendment #1 was approved to extend the time for closing on December 18, 2024. Amendment #2 will extend the closing date from February 28, 2025 to April 16, 2025 in order to assist in tenant relocation of the structures.

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

STAFF RECOMMENDATION: Approve amendment #2 to purchase agreement 2024-001QDD

ATTACHMENTS:

1. Amendment #2 for Agreement 2024-001QDD
2. SB 966 Senate Bill

REVIEWERS:

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



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

AMENDMENT TWO

AGREEMENT FOR PURCHASE

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

RECITALS:

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

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

[REDACTED]
Bonita Springs, FL 34135

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

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

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

1. In accordance with the Expiration of Offer (Paragraph 16 of the original agreement and Amendment #1 of original agreement), this amendment shall extend the February 28,





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

2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **Wednesday, April 16, 2025.**

2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on November 6, 2024 (BSC 24-11-████ marked as Exhibit B and Amendment #1 executed on December 18, 2024 (BSC-24-12-████ marked as Exhibit C is made a part of this Amendment.

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

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

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

SELLER/ [REDACTED]

Signature

Date

SELLER/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





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

Exhibit A

Legal Description

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

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]





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

Exhibit B

BSC 24-11- [REDACTED]

Executed November 6, 2024





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



BSC-24-11-[REDACTED]



CITY OF BONITA SPRINGS, FLORIDA
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





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

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 resolute 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.





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

- 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.





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

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
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

0080000

Date

Seller/ [Redacted]

[Redacted Signature]

Signature

0080000

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



[Redacted Signature]

(Seal)

[Redacted Signature]
Rick Steinmeyer, Mayor

Date: 11/16/24

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] and more specifically described as:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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]
[REDACTED]
[REDACTED]
[REDACTED]
[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





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.

OWNER/ [REDACTED]

[REDACTED]
Signature

[REDACTED]
Print Name

OWNER/ [REDACTED]

[REDACTED]
Signature

[REDACTED]
Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Elly Soto McKuen
Signature

Elly Soto McKuen
Print Name





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

Exhibit C

BSC 24-12- [REDACTED]

Executed December 18, 2024





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

AMENDMENT ONE

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made this 18 of December, 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"):

RECITALS:

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

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

[REDACTED]
Bonita Springs, FL 34135

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

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

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





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

1. In accordance with the Expiration of Offer (Paragraph 16 of original agreement), this amendment shall extend the December 31, 2024 offer date to **11:59 o'clock PM (Eastern Standard Time) on February 28, 2025.**
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on November 6, 2024 (BSC 24-11-████) marked as Exhibit B is made a part of this Amendment.

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

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

IN WITNESS WHEREOF, the Parties have executed this Amendment, and the Bonita Springs City Council approved this Agreement on the 18 day of December, 2024.

SELLER/

[Redacted]

[Redacted]

12/18/2024

Signature

Date

SELLER/

[Redacted]

[Redacted]

12/18/2024

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By:

Clerk

(Seal)

Michael S. Gibson, Mayor

Date: 12/18/24

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] 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

Exhibit B

BSC 24-11-[REDACTED]

Executed November 6, 2024





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



BSC-24-11-[REDACTED]



CITY OF BONITA SPRINGS, FLORIDA
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





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

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.





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

- 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.





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

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
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

00000000

Date

Seller/ [REDACTED]

[REDACTED]
Signature

00000000

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



[Signature]
Rick Steinmeyer, Mayor

Date: 11/6/24

APPROVED AS TO FORM:

[Signature]
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] and more specifically described as:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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]
[REDACTED]
[REDACTED]
[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





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.

OWNER/ [REDACTED]

[REDACTED SIGNATURE]

Signature

[REDACTED]

Print Name

OWNER/ [REDACTED]

[REDACTED SIGNATURE]

Signature

[REDACTED]

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

[REDACTED]
Elly Soto McKuen

Signature

Elly Soto McKuen

Print Name



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1
2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.
12

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

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

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

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

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

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

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

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

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

ITEM TITLE: Approve amendment #1 to purchase agreement 2024-002QDD 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.

City Council approved a purchase agreement at the November 6, 2024 meeting to purchase a parcel of land to construct a retention pond for stormwater improvements in the neighborhood. Amendment #1 will extend the closing date from February 28, 2025 to April 16, 2025.

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

STAFF RECOMMENDATION: Approve amendment #1 to purchase agreement 2024-002QDD.

ATTACHMENTS:

1. Amendment #1 for Agreement 2024-002QDD
2. SB 966 Senate Bill

REVIEWERS:

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



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

AMENDMENT ONE

AGREEMENT FOR PURCHASE

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

RECITALS:

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

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

[REDACTED]
Bonita Springs, FL 34135

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

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

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





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

1. In accordance with the Expiration Offer (Paragraph 16 of the original agreement) this amendment shall extend the date of February 28, 2025 offer to **11:59 o'clock PM (Eastern Standard Time) on or before Wednesday, April 16, 2025.**
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on November 6, 2024 (BSC 24-11-) marked as Exhibit B and is made a part of this Amendment.

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

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

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

SELLER/ [REDACTED]

Signature

Date

SELLER/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





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

Exhibit A

Legal Description

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

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



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





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

Exhibit B

BSC 24-11- [REDACTED]

Executed November 6, 2024





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



BSC-24-11-[REDACTED]



CITY OF BONITA SPRINGS, FLORIDA
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 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





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

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 resolute 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.





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

- 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.





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

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
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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
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 Signature]

10-8-2024

Signature

Date

Seller/

[Redacted Signature]

10-8-2024

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



[Signature]
Clerk

[Signature]
Rick Steinmeyer, Mayor

Date: 11/6/24

APPROVED AS TO FORM:

[Signature]
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] and more specifically described as:



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





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





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.

OWNER [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

OWNER/ [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Elly Soto McKuen

Signature

Elly Soto McKuen

Print Name



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1
2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.
12

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

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,

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

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

ITEM TITLE: Approve amendment #1 to purchase agreement 2024-003QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project.

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.

City Council approved a purchase agreement at the December 18, 2024 meeting to purchase a parcel of land to construct a retention pond for stormwater improvements in the neighborhood. Amendment #1 will extend the closing date from February 28, 2025 to April 16, 2025.

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

STAFF RECOMMENDATION: Approve amendment #1 to purchase agreement 2024-003QDD.

ATTACHMENTS:

1. Amendment #1 for Agreement 2024-003QDD
 2. SB 966 Senate Bill
-

REVIEWERS:

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



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

AMENDMENT ONE

AGREEMENT FOR PURCHASE

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

RECITALS:

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

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

[REDACTED]
Bonita Springs, FL 34135

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

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

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





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

1. In accordance with the Expiration of Offer (Paragraph 16 of original agreement), this amendment shall extend the February 28, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **April 16, 2025**.
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on December 18, 2024 (BSC 24-11-██████████) marked as Exhibit B is made a part of this Amendment.

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

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

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

SELLER/ [REDACTED]

Signature

Date

SELLER/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





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

Exhibit A

Legal Description

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

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

[REDACTED]

[REDACTED]





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

Exhibit B

BSC 24-11- [REDACTED]

Executed December 18, 2024





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

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT is made this 18 day of December 2024, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "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

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 TWO HUNDRED FIFTY THOUSAND DOLLARS and Zero Cents (\$250,000.00) 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





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

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.

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.





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

- 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.
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's 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.
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





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

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 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.





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

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
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

12/5/24
Date

Seller/ [Redacted]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]
Clerk

[Signature]
Michael S. Gibson, Jr., Mayor

Date: 12/18/24

APPROVED AS TO FORM: _____

[Signature]
City Attorney's Office





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

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Seller/ [REDACTED]

Signature

Date

Seller/ [REDACTED]

Signature

11/21/24

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: Michael J. Sheffield
Clerk

Michael S. Gibson, Jr., Mayor

Date: 12/18/24

APPROVED AS TO FORM: _____

City Attorney's Office





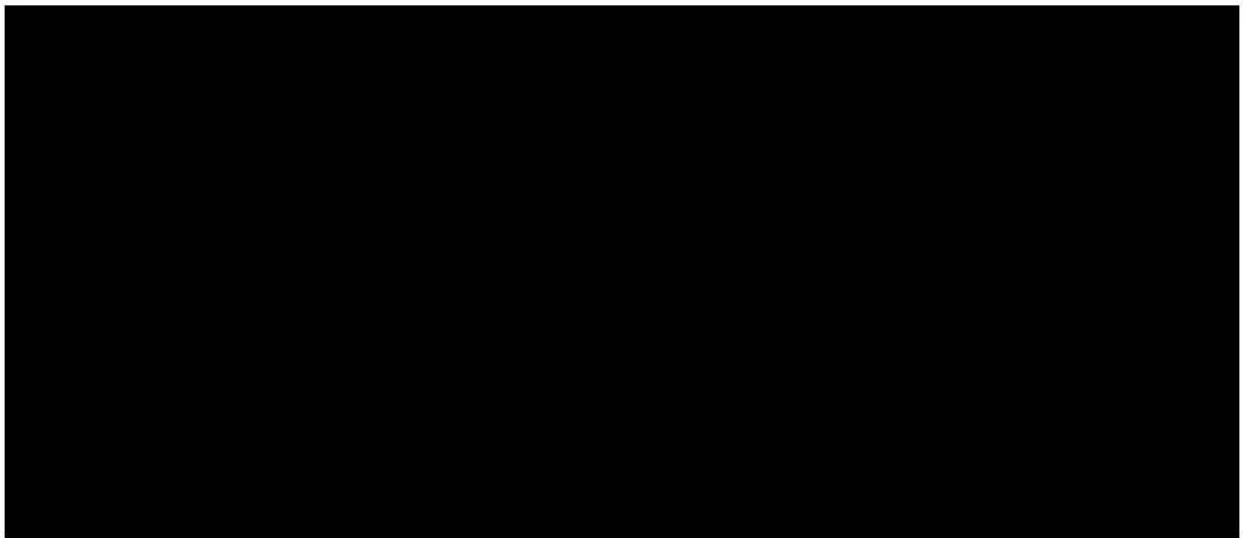
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel 1: [REDACTED] Bonita Springs, FL 34135

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





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





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.

OWNER [REDACTED]

OWNER [REDACTED]

[REDACTED]

Signature

Signature

[REDACTED]

Print Name

[REDACTED]

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Elly Soto McKuen

Signature

Elly Soto McKuen

Print Name





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.

OWNER [REDACTED]

Signature

[REDACTED]

Print Name

OWNER [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

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

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,

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

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

REQUESTED MOTION: Presentation and update of the Bonita Springs Wonder Gardens Master Plan Capital Improvement projects.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Presentations

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

Pursuant to Council's request and in compliance of the Public/Private Partnership agreement between the City and the Wonder Gardens, Neil Anderson, Executive Director of the Bonita Springs Wonder Gardens, will present updated statistics of the facility as well as the Wonder Gardens Master Plan Capital Improvement projects.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None.

REVIEWERS:

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

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

REQUESTOR: Council Member Fullick

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

Council Member Fullick has requested this item be placed on the February 19, 2025 City Council meeting agenda to continue to provide updates on the latest developments concerning the School District's plans for the Elementary School. His update will include a report on the meeting that he and City staff attended on February 14th with Lee County School Board member Bill Ribble and school district staff.

RECOMMENDATION: Receive update from Council Member Fullick.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Discuss future Resilient Florida Program Planning Grant opportunities and direction to staff.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #1 Improve Stormwater Management

BACKGROUND:

I would like to discuss potential future grant funding opportunities through the Florida Department of Environmental Protection's *Resilient Florida Program*. Funding through this program can help the City to proactively plan strategies to address and mitigate impacts of hurricane storm surge.

I would like to discuss providing direction to staff to monitor the *Resilient Florida Program* for future Planning Grant opportunities. When announced by the State, I would request that staff draft a proposal for Council review and approval in time to meet grant application deadlines.

RECOMMENDATION: City Council's pleasure.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Presentation and direction to staff on the final design plans developed by Wright Construction Group for the Banyan Tree Parcel and Splash Pad.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: #3 – Community Aesthetics

BACKGROUND:

On 2/7/24 City Council contracted with Wright Construction Group to develop a concept and design plans for a splash pad on the Banyan Tree Parcel.

Wright Construction has developed a concept as illustrated in the presentation video, and attachment 1. Aerial Image of Concept.

STAFF RECOMMENDATION: Receive presentation and provide direction to staff.

ATTACHMENTS:

1. Aerial Image of Concept
2. Resolution

REVIEWERS:

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



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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE BANYAN TREE SPLASH PAD CONCEPT FOR FINAL DESIGN WITH WRIGHT CONSTRUCTION GROUP AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, on February 7, 2024, the City contracted with Wright Construction Group to develop a concept and design plan for a splash pad on the Banyan Tree Parcel; and

WHEREAS, Wright Construction Group has developed a concept and design plan for the project as presented to Council on February 19, 2025.

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

Section 1. The foregoing recommendation is hereby approved.

Section 2. Staff is hereby authorized to enter into an agreement with Wright Construction Group to proceed with the concept for final design for the Banyan Tree Splash Pad Project.

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 XX day of XXXX, 2025.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Gibson
Purdon	Fullick
Carr	Fitzpatrick
Corrie	

Date filed: _____

ITEM TITLE: Presentation of the December Financial Report

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

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for December 31, 2024. This report is for the three months of operations in the 2024-2025 fiscal year.

Please note that staff is in the process of developing an estimated fund balance as of September 30, 2024, which is projected to be available in May after audit completion.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

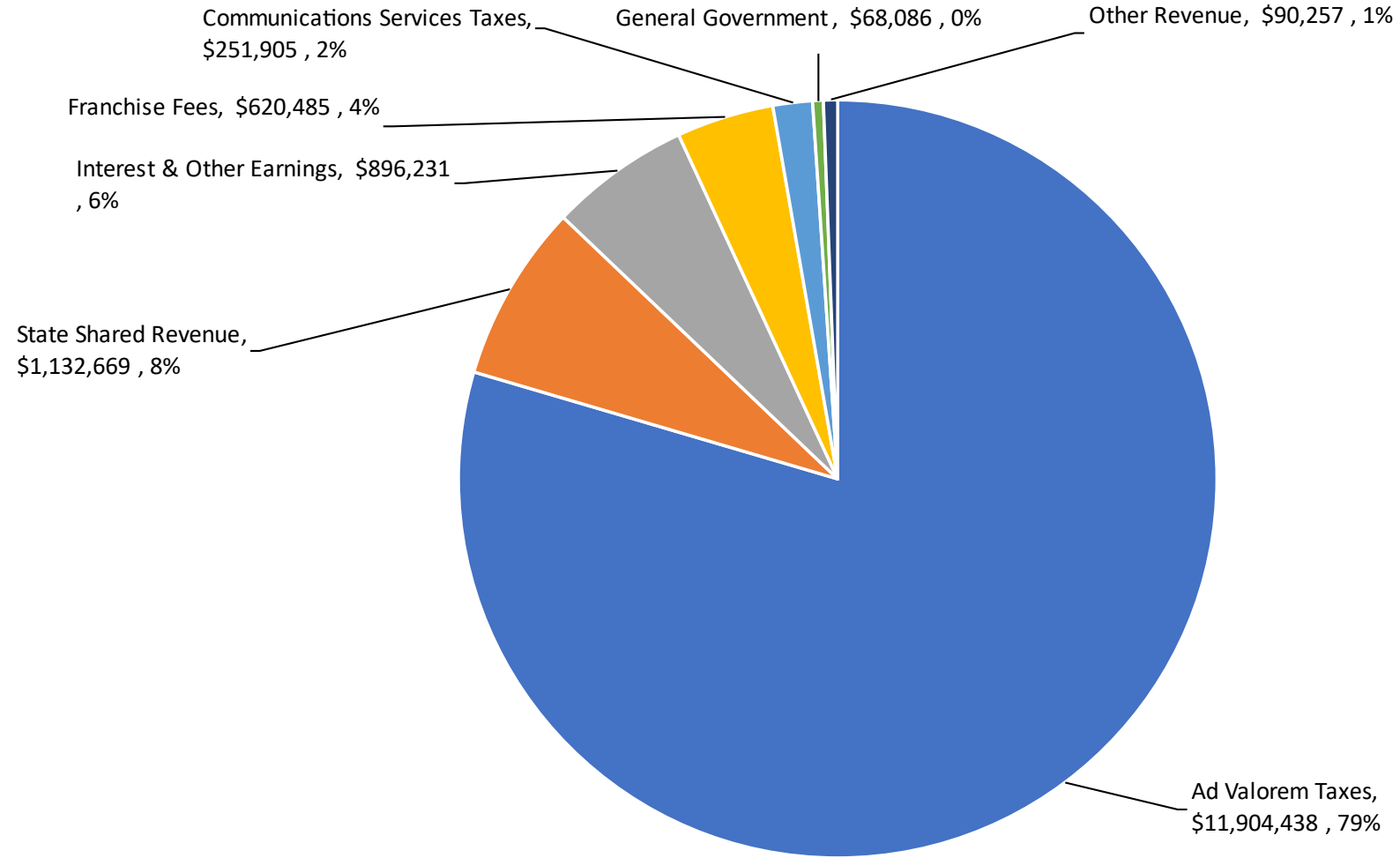
REVIEWERS:

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

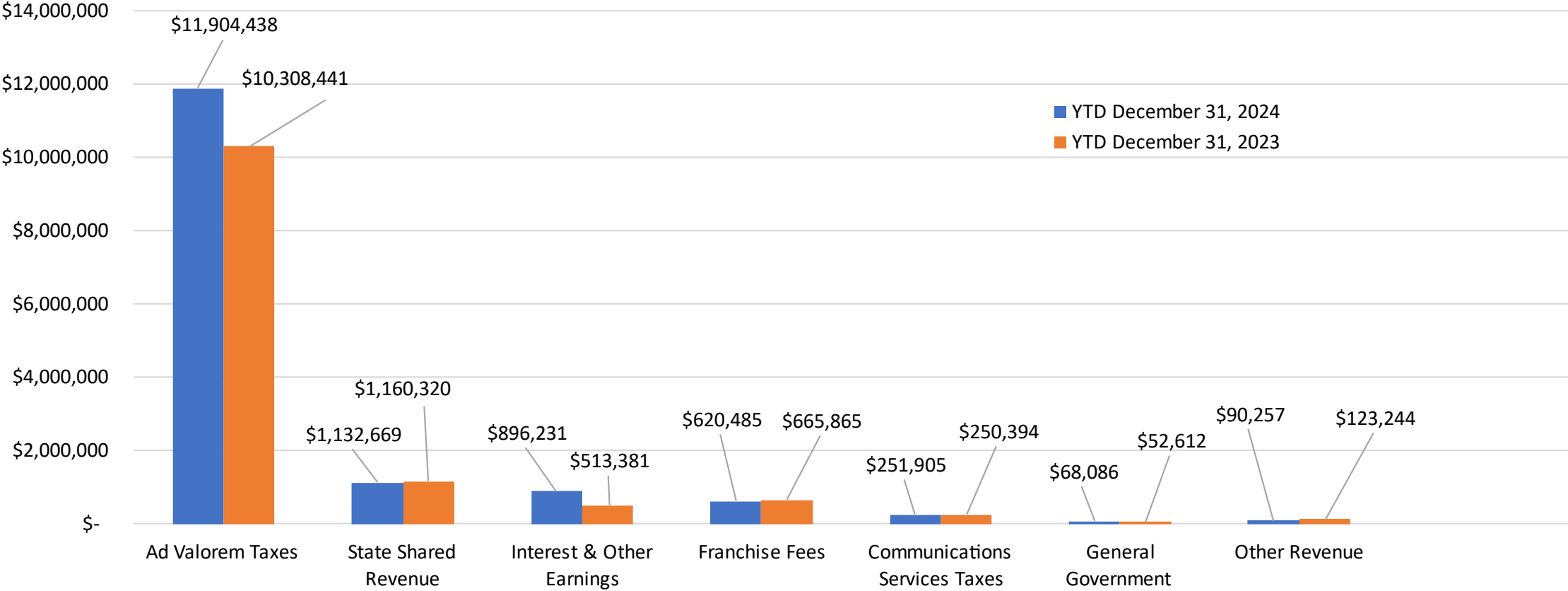
December Financial Report



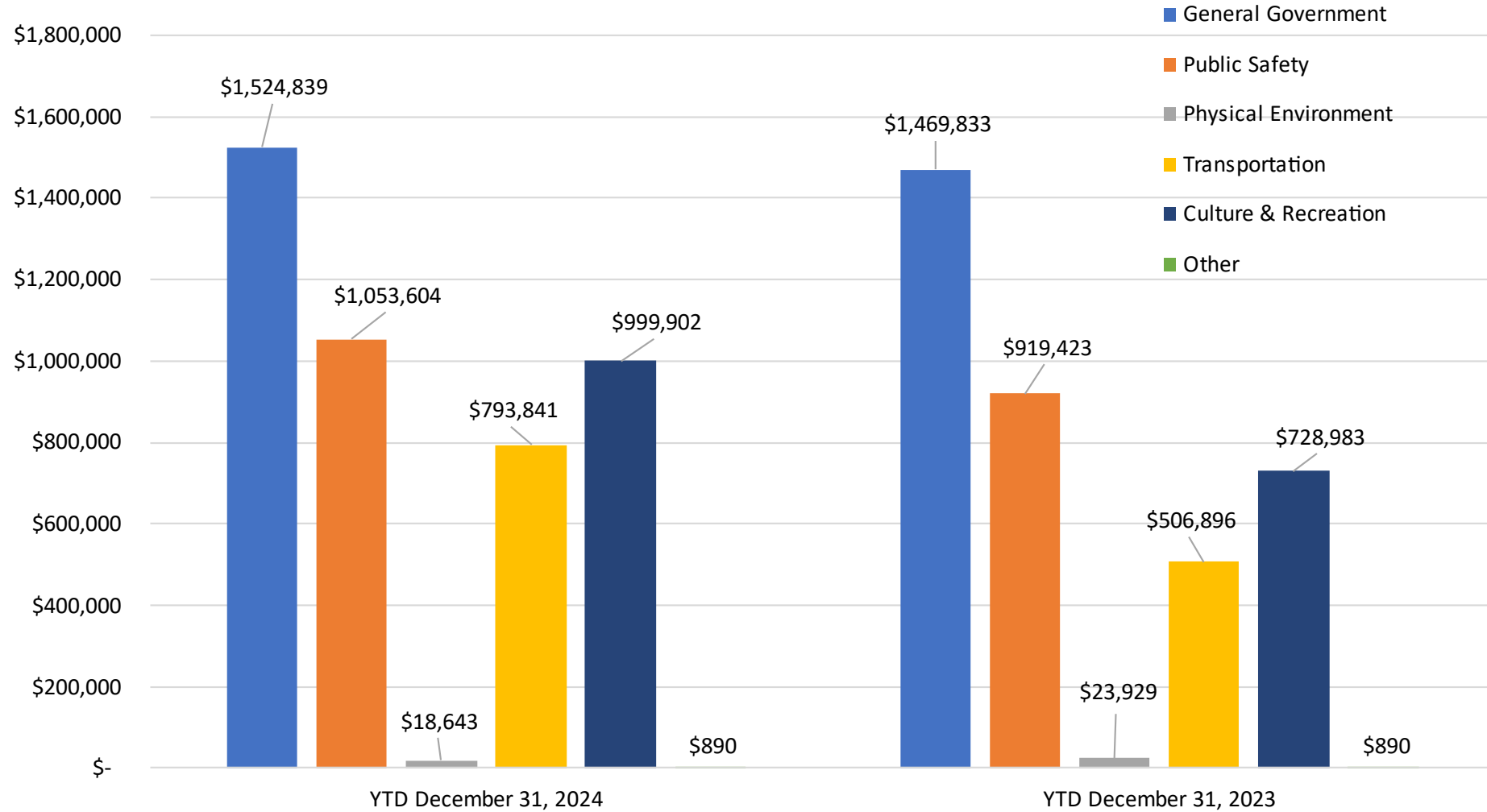
General Fund Revenue as of December 31, 2024



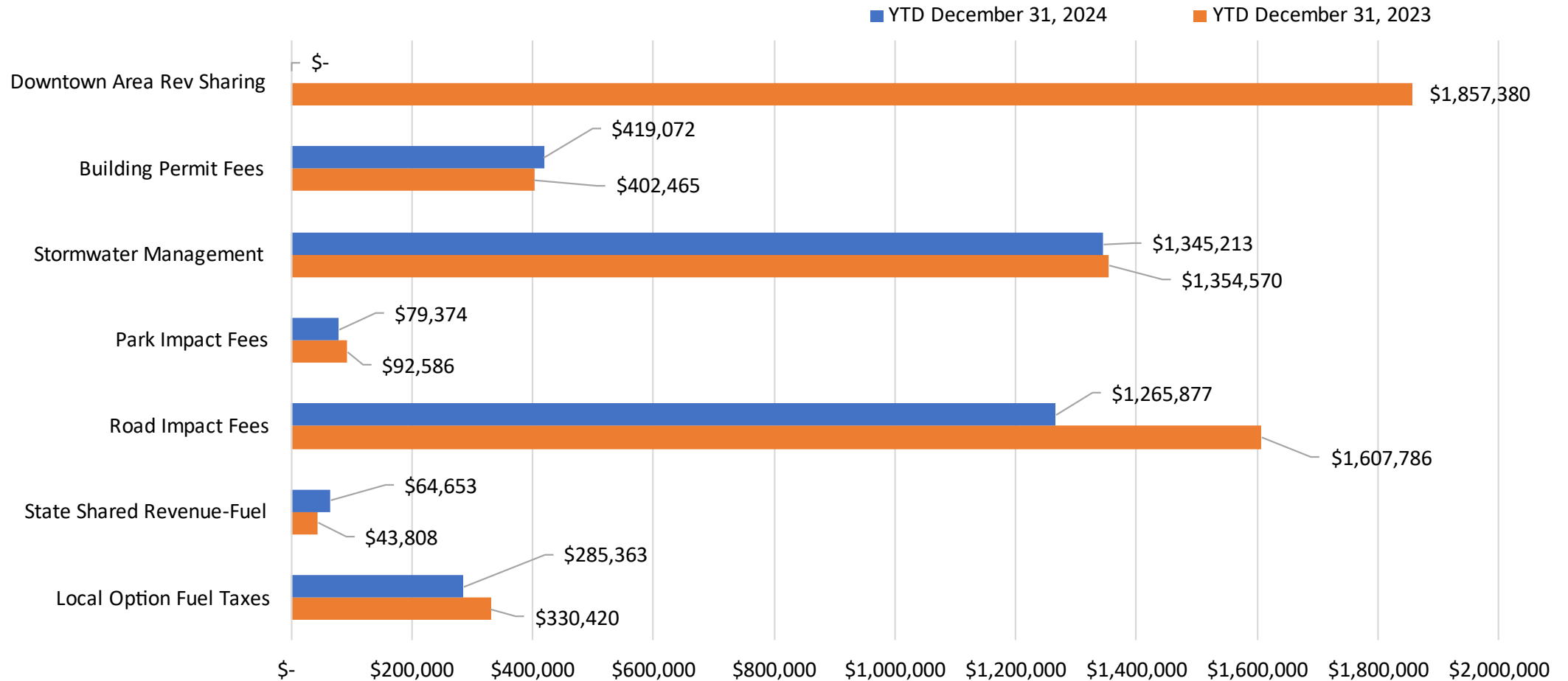
General Fund Revenue



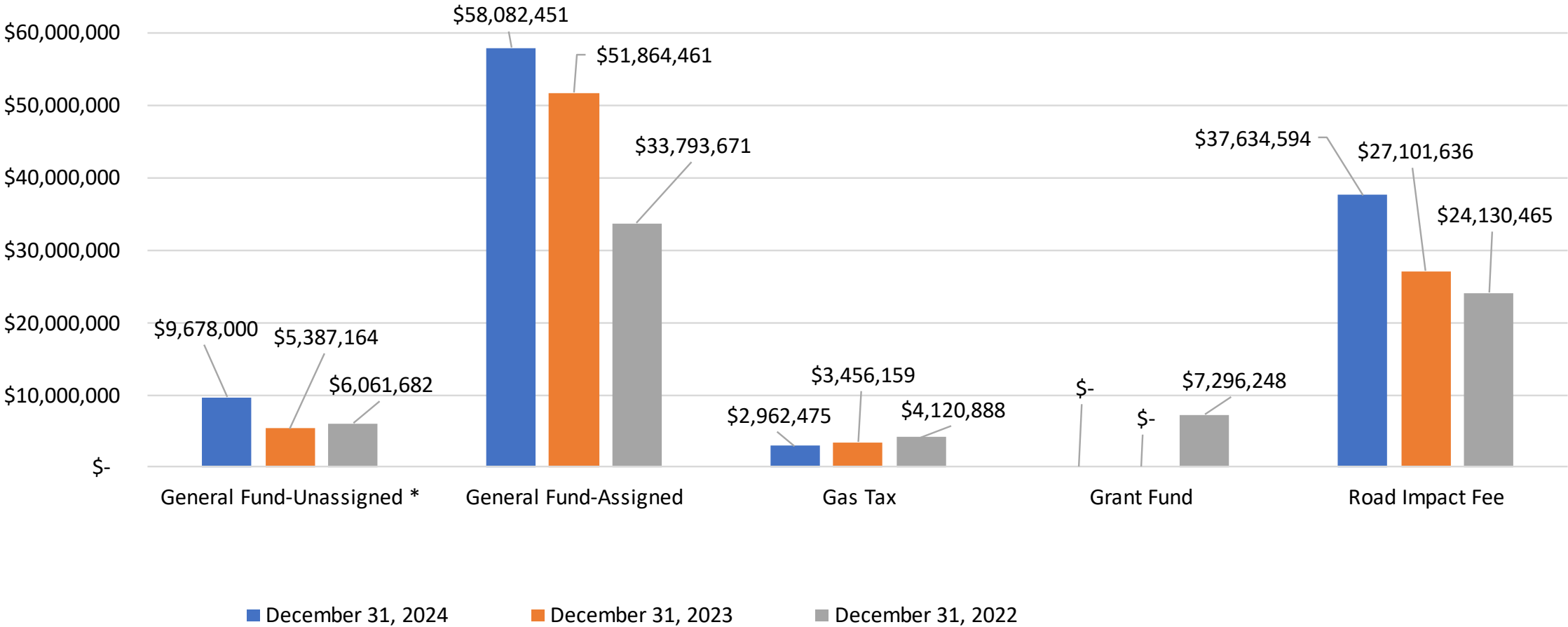
General Fund Expenditures



Restricted Revenue

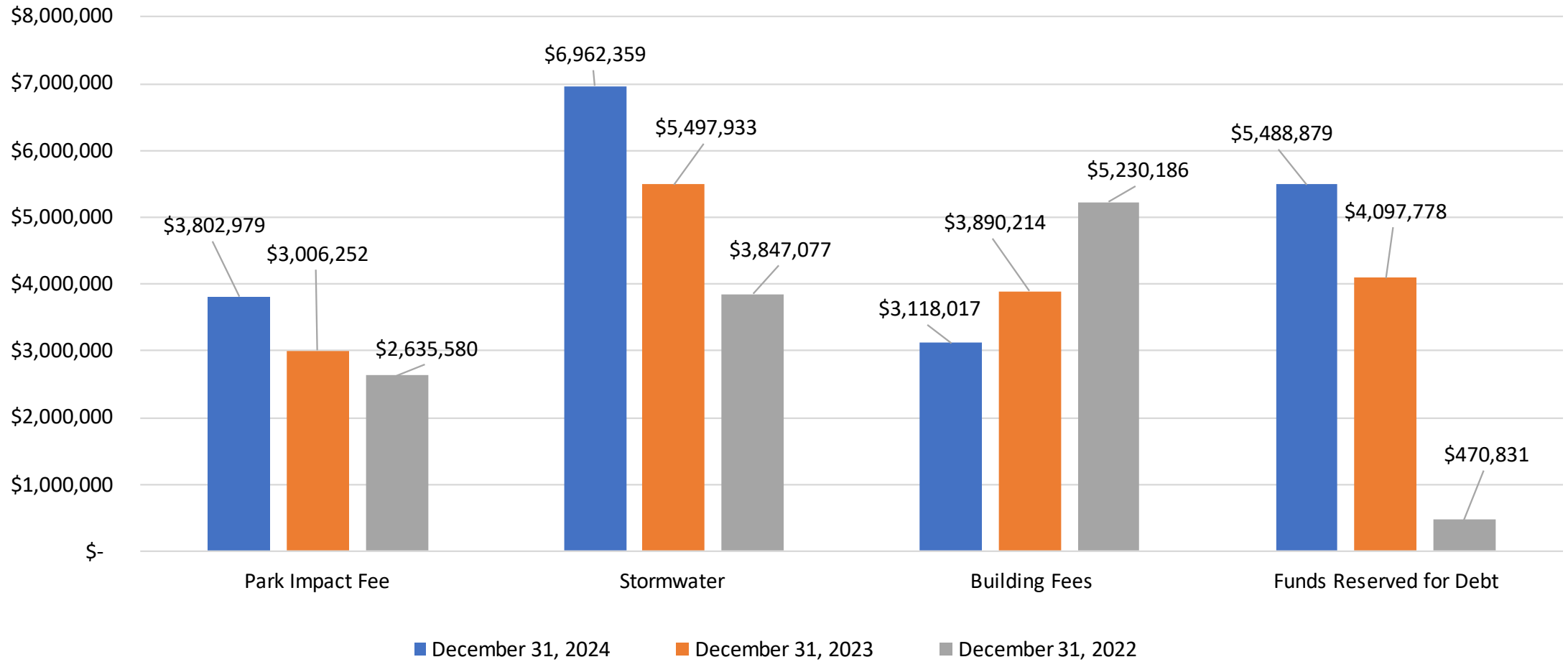


Cash Balances



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

Cash Balances



Thank you...

City of Bonita Springs, Florida
Balance Sheet
As of December 31, 2024

	Special Revenue Funds										
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	Total Governmental Funds
				Road	Park						
ASSETS											
Cash and cash equivalents	\$ 67,760,451	\$ 2,962,475	\$ -	\$ 37,634,594	\$ 3,802,979	\$ 6,962,359	\$ 3,118,017	\$ 3,473,759	\$ 2,000,000	\$ 15,120	\$ 127,729,754
Receivables (net)	400,764	-	-	-	-	-	-	-	-	-	400,764
Due from other govt	-	-	542,622	-	-	-	-	-	-	-	542,622
Due from other funds	3,035,474	-	-	-	-	-	-	-	-	-	3,035,474
Total assets	\$ 71,196,689	\$ 2,962,475	\$ 542,622	\$ 37,634,594	\$ 3,802,979	\$ 6,962,359	\$ 3,118,017	\$ 3,473,759	\$ 2,000,000	\$ 15,120	\$ 131,708,614
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 46,126	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,200	\$ -	\$ -	\$ -	\$ 53,326
Accrued liabilities	6,056,945	-	-	-	-	-	-	-	-	-	6,056,945
Due to other funds	-	-	3,035,474	-	-	-	-	-	-	-	3,035,474
Due to other governments	52,769	-	-	83,708	-	-	-	-	-	-	136,477
Unearned Revenue	-	-	122,083	-	-	-	-	-	-	-	122,083
Total liabilities	6,155,840	-	3,157,557	83,708	-	-	7,200	-	-	-	9,404,305
Total fund balances, beginning of the year	55,065,180	3,108,792	(1,842,949)	35,777,833	3,689,301	5,728,028	3,252,713	3,473,759	2,000,000	4,167	110,256,824
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	9,975,669	(146,317)	(771,986)	1,773,053	113,678	1,234,331	(141,896)	-	-	10,953	12,047,485
Fund balances	65,040,849	2,962,475	(2,614,935)	37,550,886	3,802,979	6,962,359	3,110,817	3,473,759	2,000,000	15,120	122,304,309
Total liabilities and fund balances	\$ 71,196,689	\$ 2,962,475	\$ 542,622	\$ 37,634,594	\$ 3,802,979	\$ 6,962,359	\$ 3,118,017	\$ 3,473,759	\$ 2,000,000	\$ 15,120	\$ 131,708,614



City of Bonita Springs, FL

General Fund Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 12/31/2024

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	13,439,500.00	13,439,500.00	8,508,627.27	11,904,438.13	1,535,061.87
315 - Communications Services Taxes	1,340,000.00	1,340,000.00	127,471.11	251,905.46	1,088,094.54
316 - Local Business Taxes	30,000.00	30,000.00	1,341.31	3,721.83	26,278.17
323 - Franchise Fees	3,948,200.00	3,948,200.00	295,182.95	620,485.26	3,327,714.74
329 - Other Permits, Fees & Special Assessment	46,100.00	46,100.00	2,570.00	10,910.00	35,190.00
335 - State Shared Revenue	7,483,034.00	7,483,034.00	533,622.26	1,132,668.84	6,350,365.16
341 - General Government	280,000.00	280,000.00	15,072.89	68,085.93	211,914.07
343 - Physical Environment	112,200.00	112,200.00	7,750.00	20,050.00	92,150.00
347 - Culture/Recreation	95,300.00	95,300.00	6,810.60	19,100.05	76,199.95
349 - Other Charges for Services	80,700.00	80,700.00	4,476.37	11,052.92	69,647.08
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	5,605.55	10,186.12	12,213.88
354 - Fines Local Ordinance	120,000.00	120,000.00	400.00	3,192.57	116,807.43
361 - Interest & Other Earnings	1,500,000.00	1,500,000.00	383,681.36	896,231.40	603,768.60
362 - Rents & Royalties	65,000.00	65,000.00	3,280.00	8,300.00	56,700.00
366 - Contributions	0.00	0.00	160.00	400.00	-400.00
369 - Other Misc Revenues	8,000.00	8,000.00	0.00	3,342.97	4,657.03
Revenue Total:	28,570,434.00	28,570,434.00	9,896,051.67	14,964,071.48	13,606,362.52
Expense					
51 - General Government	8,089,841.00	8,089,841.00	434,440.36	1,524,839.42	6,565,001.58
52 - Public Safety	4,824,968.00	4,824,968.00	99,879.19	1,053,604.23	3,771,363.77
53 - Physical Environment	459,034.00	459,034.00	8,522.71	18,642.63	440,391.37
54 - Transportation	4,422,527.44	4,422,527.44	465,710.82	793,841.14	3,628,686.30
55 - Economic Environment	28,100.00	28,100.00	0.00	0.00	28,100.00
56 - Human Services	136,410.00	136,410.00	890.00	890.00	135,520.00
57 - Culture & Recreation	4,435,516.00	4,435,516.00	430,932.02	999,901.57	3,435,614.43
58 - Other Uses/Transfers Out	13,840,678.00	13,840,678.00	137,542.72	596,683.78	13,243,994.22
Expense Total:	36,237,074.44	36,237,074.44	1,577,917.82	4,988,402.77	31,248,671.67
Fund: 00 - General Fund Surplus (Deficit):	-7,666,640.44	-7,666,640.44	8,318,133.85	9,975,668.71	-17,642,309.15
Total Surplus (Deficit):	-7,666,640.44	-7,666,640.44	8,318,133.85	9,975,668.71	



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 12/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	428,100.00	428,100.00	37,854.43	105,008.93	323,091.07
102 - Boards & Committees	96,000.00	96,000.00	2,634.48	2,634.48	93,365.52
201 - City Manager	510,950.00	510,950.00	37,692.81	122,999.04	387,950.96
211 - Planning & Zoning	2,121,000.00	2,121,000.00	6,195.37	318,133.19	1,802,866.81
220 - Law Enforcement/Security	3,306,920.00	3,306,920.00	0.00	759,092.72	2,547,827.28
230 - Neighborhood Services	1,424,048.00	1,424,048.00	98,496.26	284,495.25	1,139,552.75
240 - Information Technologies	445,450.00	445,450.00	28,019.26	79,035.83	366,414.17
250 - Public Works	4,828,161.44	4,828,161.44	474,233.53	809,158.16	4,019,003.28
260 - Emergency Management	94,000.00	94,000.00	1,382.93	10,016.26	83,983.74
270 - Non-Departmental Expenditures	881,700.00	881,700.00	123,213.88	144,845.44	736,854.56
301 - City Attorney	633,000.00	633,000.00	1,740.00	93,770.25	539,229.75
401 - Administrative Services	937,110.00	937,110.00	49,786.63	153,953.48	783,156.52
402 - City Hall	330,930.00	330,930.00	28,314.90	69,483.50	261,446.50
410 - Human Resources	75,700.00	75,700.00	3,530.03	10,736.17	64,963.83
430 - Communications	1,637,351.00	1,637,351.00	163,050.64	490,752.44	1,146,598.56
501 - Finance	1,071,450.00	1,071,450.00	69,252.80	271,468.83	799,981.17
601 - Parks & Recreation Administration	949,494.00	949,494.00	64,663.38	187,101.09	762,392.91
602 - Recreation Center	558,592.00	558,592.00	55,013.23	119,887.46	438,704.54
603 - Community Park & Ball Fields	261,793.00	261,793.00	28,217.55	43,295.44	218,497.56
604 - Community Pool	649,819.00	649,819.00	65,835.58	145,109.95	504,709.05
605 - Riverside Park	295,440.00	295,440.00	42,024.82	62,107.88	233,332.12
606 - Park Maintenance	4,100.00	4,100.00	954.87	954.87	3,145.13
609 - Formerly Community Hall/Sherriff Substation	18,171.00	18,171.00	457.24	1,811.36	16,359.64
610 - Dog Park	107,878.00	107,878.00	2,612.43	4,655.31	103,222.69
611 - Beach Parks	31,152.00	31,152.00	337.93	980.91	30,171.09
612 - Hickory Blvd. North ROW	10,000.00	10,000.00	0.00	0.00	10,000.00
613 - BS Soccer Complex	146,815.00	146,815.00	14,931.29	22,314.69	124,500.31
614 - Kentucky Street Park	4,500.00	4,500.00	0.00	0.00	4,500.00
615 - Liles Hotel	94,255.00	94,255.00	14,862.40	22,088.48	72,166.52
617 - Bonita Nature Place	63,953.00	63,953.00	4,482.99	6,778.38	57,174.62
618 - Windsor Road Preserve	7,995.00	7,995.00	32.35	64.29	7,930.71
620 - Marni Fields	123,941.00	123,941.00	5,195.82	16,215.91	107,725.09
621 - BS River Park	52,978.00	52,978.00	7,380.38	17,950.65	35,027.35
622 - Cullum's Bonita Trail	20,300.00	20,300.00	0.00	1,980.87	18,319.13
623 - Carpenter Lane Canoe & Kayak	1,289.00	1,289.00	179.04	187.68	1,101.32
624 - Leitner Creek Neighborhood Park	14,053.00	14,053.00	2,705.48	2,746.36	11,306.64
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	500.00	5,500.00
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	146,508.00	146,508.00	5,090.37	9,403.44	137,104.56
883 - Veterans	500.00	500.00	0.00	0.00	500.00
Fund: 00 - General Fund Total:	22,396,396.44	22,396,396.44	1,440,375.10	4,391,718.99	18,004,677.45
Total Surplus (Deficit):	-22,396,396.44	-22,396,396.44	-1,440,375.10	-4,391,718.99	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 12/31/2024

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,772,200.00	1,772,200.00	152,896.99	285,363.44	1,486,836.56
335 - State Shared Revenue	291,200.00	291,200.00	20,989.21	64,652.65	226,547.35
361 - Interest & Other Earnings	82,000.00	82,000.00	15,020.00	30,531.00	51,469.00
Revenue Total:	2,145,400.00	2,145,400.00	188,906.20	380,547.09	1,764,852.91
Expense					
54 - Transportation	1,304,138.08	1,304,138.08	137,683.98	348,496.56	955,641.52
58 - Other Uses/Transfers Out	428,990.00	428,990.00	160,895.19	178,368.19	250,621.81
Expense Total:	1,733,128.08	1,733,128.08	298,579.17	526,864.75	1,206,263.33
Fund: 10 - Gas Tax Fund Surplus (Deficit):	412,271.92	412,271.92	-109,672.97	-146,317.66	558,589.58
Fund: 13 - Grant Fund					
Revenue					
334 - State Grants	1,311,750.00	1,320,937.50	0.00	25,328.25	1,295,609.25
337 - Local Gvmt Grants	40,000.00	40,000.00	0.00	0.00	40,000.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	1,391,750.00	1,400,937.50	0.00	25,328.25	1,375,609.25
Expense					
52 - Public Safety	80,000.00	80,000.00	138,097.40	313,804.91	-233,804.91
57 - Culture & Recreation	0.00	0.00	0.00	0.00	0.00
58 - Other Uses/Transfers Out	1,311,750.00	1,320,937.50	380,669.72	483,509.62	837,427.88
Expense Total:	1,391,750.00	1,400,937.50	518,767.12	797,314.53	603,622.97
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-518,767.12	-771,986.28	771,986.28
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,650,000.00	2,650,000.00	336,265.71	1,265,877.08	1,384,122.92
361 - Interest & Other Earnings	1,000,000.00	1,000,000.00	191,272.00	388,793.00	611,207.00
Revenue Total:	3,650,000.00	3,650,000.00	527,537.71	1,654,670.08	1,995,329.92
Expense					
58 - Other Uses/Transfers Out	3,299,667.00	3,299,667.00	27,738.79	-118,383.37	3,418,050.37
Expense Total:	3,299,667.00	3,299,667.00	27,738.79	-118,383.37	3,418,050.37
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	350,333.00	350,333.00	499,798.92	1,773,053.45	-1,422,720.45
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	210,000.00	210,000.00	30,648.00	79,374.00	130,626.00
361 - Interest & Other Earnings	100,000.00	100,000.00	16,876.00	34,304.00	65,696.00
Revenue Total:	310,000.00	310,000.00	47,524.00	113,678.00	196,322.00
Fund: 16 - Park Impact Fee Fund Total:	310,000.00	310,000.00	47,524.00	113,678.00	196,322.00
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,590,000.00	1,590,000.00	1,002,857.23	1,345,212.76	244,787.24
361 - Interest & Other Earnings	50,000.00	50,000.00	26,048.00	52,947.00	-2,947.00
Revenue Total:	1,640,000.00	1,640,000.00	1,028,905.23	1,398,159.76	241,840.24
Expense					
53 - Physical Environment	746,047.96	746,047.96	38,550.12	163,828.64	582,219.32
58 - Other Uses/Transfers Out	700,000.00	700,000.00	0.00	0.00	700,000.00
Expense Total:	1,446,047.96	1,446,047.96	38,550.12	163,828.64	1,282,219.32
Fund: 18 - Stormwater Management Surplus (Deficit):	193,952.04	193,952.04	990,355.11	1,234,331.12	-1,040,379.08

Special Revenue Funds Budget Report

For Fiscal: 2024-2025 Period Ending: 12/31/2024

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,000,000.00	2,000,000.00	136,622.14	419,072.35	1,580,927.65
361 - Interest & Other Earnings	10,000.00	10,000.00	17,032.00	34,621.00	-24,621.00
Revenue Total:	2,010,000.00	2,010,000.00	153,654.14	453,693.35	1,556,306.65
Expense					
52 - Public Safety	2,979,500.00	2,979,500.00	1,377.51	546,787.28	2,432,712.72
58 - Other Uses/Transfers Out	0.00	0.00	7,200.00	48,802.34	-48,802.34
Expense Total:	2,979,500.00	2,979,500.00	8,577.51	595,589.62	2,383,910.38
Fund: 19 - Building Fees Fund Surplus (Deficit):	-969,500.00	-969,500.00	145,076.63	-141,896.27	-827,603.73
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	845,800.00	845,800.00	0.00	0.00	845,800.00
Revenue Total:	845,800.00	845,800.00	0.00	0.00	845,800.00
Expense					
58 - Other Uses/Transfers Out	1,073,644.00	1,073,644.00	0.00	0.00	1,073,644.00
Expense Total:	1,073,644.00	1,073,644.00	0.00	0.00	1,073,644.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	-227,844.00	-227,844.00	0.00	0.00	-227,844.00
Total Surplus (Deficit):	69,212.96	69,212.96	1,054,314.57	2,060,862.36	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 12/31/2024

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Expense					
51 - General Government	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00
Expense Total:	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00
Fund: 20 - 2011 Debt Fund Total:	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,644.00	1,073,644.00	0.00	0.00	1,073,644.00
Revenue Total:	1,073,644.00	1,073,644.00	0.00	0.00	1,073,644.00
Expense					
51 - General Government	1,073,644.00	1,073,644.00	0.00	0.00	1,073,644.00
Expense Total:	1,073,644.00	1,073,644.00	0.00	0.00	1,073,644.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	459,062.00	459,062.00	0.00	0.00	459,062.00
Revenue Total:	459,062.00	459,062.00	0.00	0.00	459,062.00
Expense					
51 - General Government	459,062.00	459,062.00	0.00	0.00	459,062.00
Expense Total:	459,062.00	459,062.00	0.00	0.00	459,062.00
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	-2,000,000.00	-2,000,000.00	0.00	0.00	



City of Bonita Springs, FL

Capital Project Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 12/31/2024

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	1,367,625.00	1,367,625.00	6,786.34	10,953.01	1,356,671.99
381 - Transfers In	18,997,023.00	19,006,210.50	714,046.42	1,188,980.56	17,817,229.94
Revenue Total:	20,364,648.00	20,373,835.50	720,832.76	1,199,933.57	19,173,901.93
Expense					
51 - General Government	3,790,000.00	3,790,000.00	57,809.72	121,171.12	3,668,828.88
52 - Public Safety	400,000.00	400,000.00	0.00	0.00	400,000.00
53 - Physical Environment	5,007,000.00	5,016,187.50	21,117.46	464,777.24	4,551,410.26
54 - Transportation	5,778,657.00	5,778,657.00	635,119.24	603,032.20	5,175,624.80
57 - Culture & Recreation	5,388,991.00	5,388,991.00	0.00	0.00	5,388,991.00
Expense Total:	20,364,648.00	20,373,835.50	714,046.42	1,188,980.56	19,184,854.94
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	6,786.34	10,953.01	-10,953.01
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	85,000.00	85,000.00	0.00	0.00	85,000.00
Revenue Total:	85,000.00	85,000.00	0.00	0.00	85,000.00
Expense					
57 - Culture & Recreation	85,000.00	85,000.00	0.00	0.00	85,000.00
Expense Total:	85,000.00	85,000.00	0.00	0.00	85,000.00
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	6,786.34	10,953.01	

ITEM TITLE: Update from Community Development on hurricane recovery permits and the monthly activity report for January.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 5) Strengthen/Enhance City Finances; 7) Government Transparency

BACKGROUND:

Community Development will be providing an update on hurricane recovery permits and the monthly activity report for January, 2025. This will be the last update to City Council on hurricane recovery permits, as the program concluded on January 31, 2025.

STAFF RECOMMENDATION: Receive report.

ATTACHMENTS:

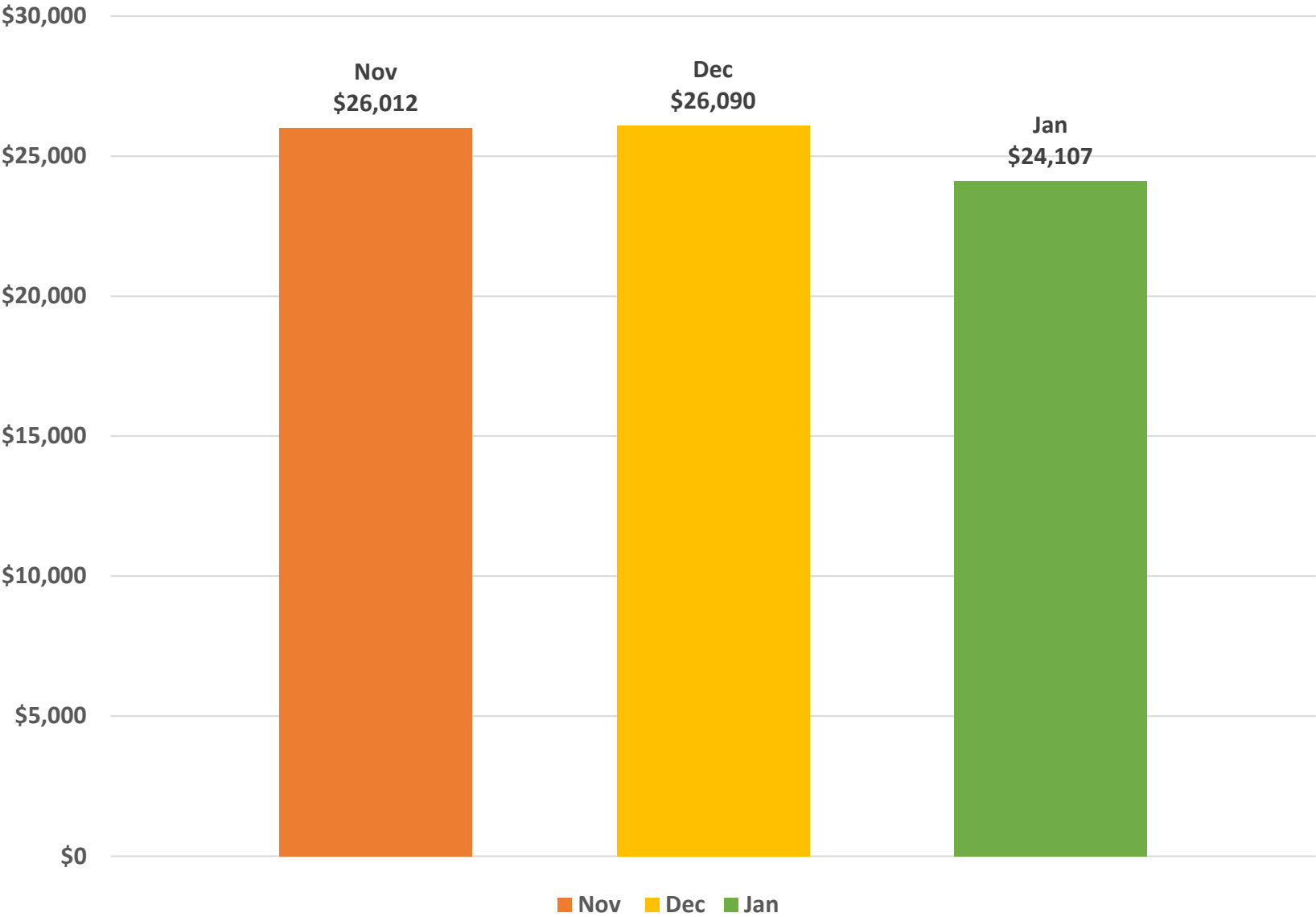
1. Community Development Monthly Activity Report – January 2025.
2. Community Development Hurricane Fee Waiver Report

REVIEWERS:

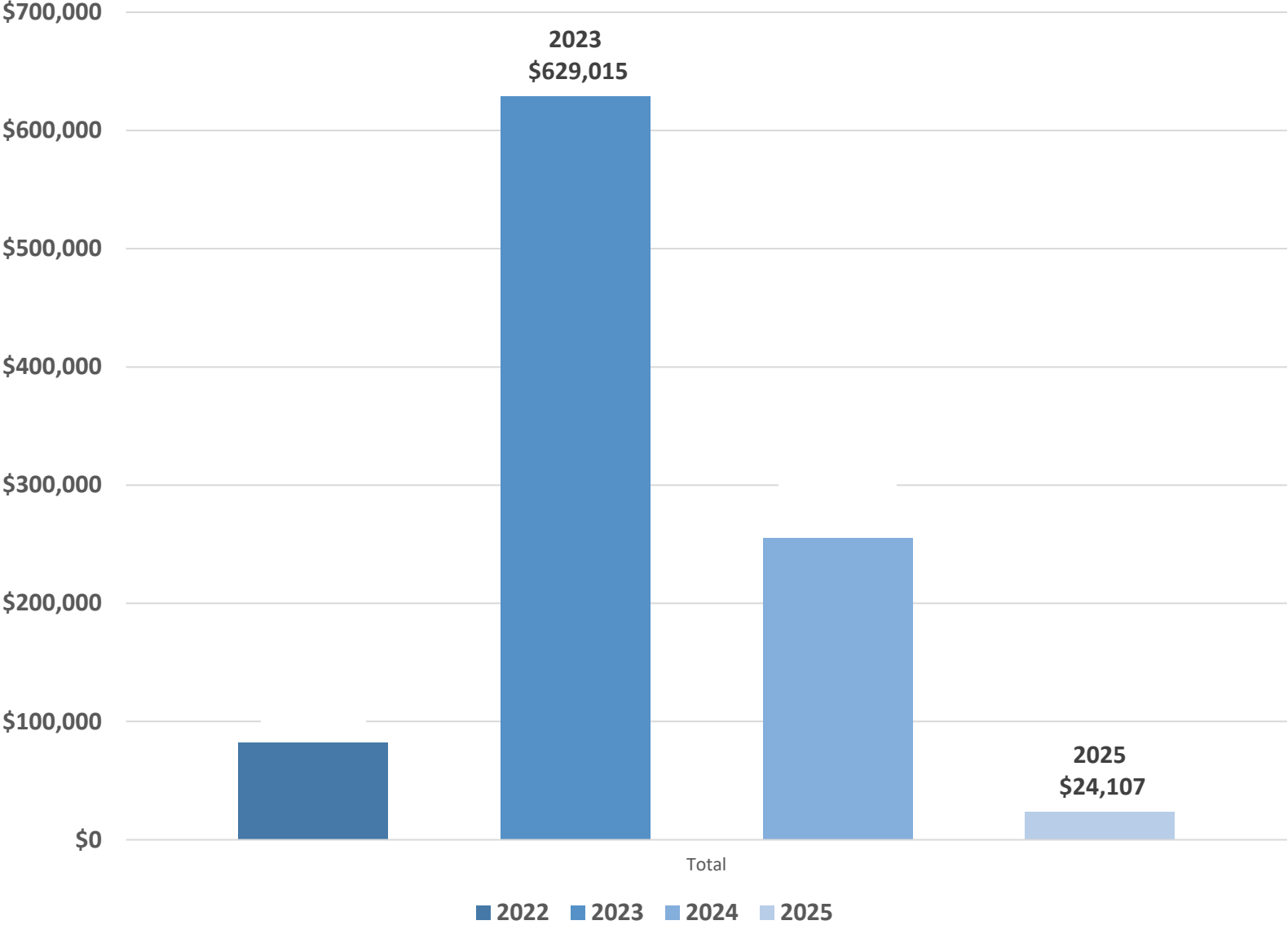
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	John Dulmer

**COMMUNITY DEVELOPMENT
HURRICANE IAN / HELENE / MILTON UPDATE**

Hurricane Ian / Helene / Milton Fee Waivers by Month



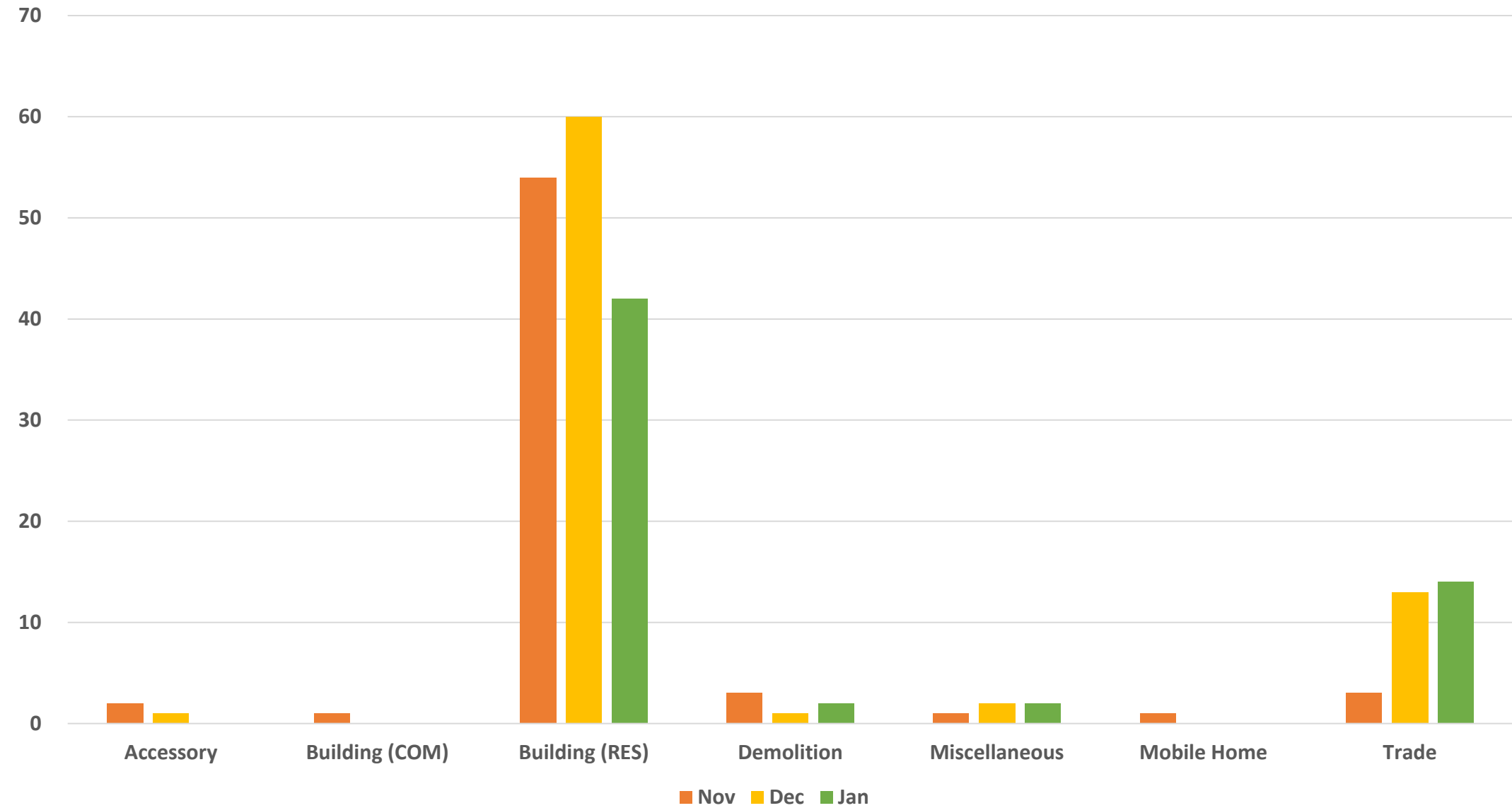
Cumulative Hurricane Ian / Helene / Milton Fee Waivers by Year
Waived Fees Total = \$990,863



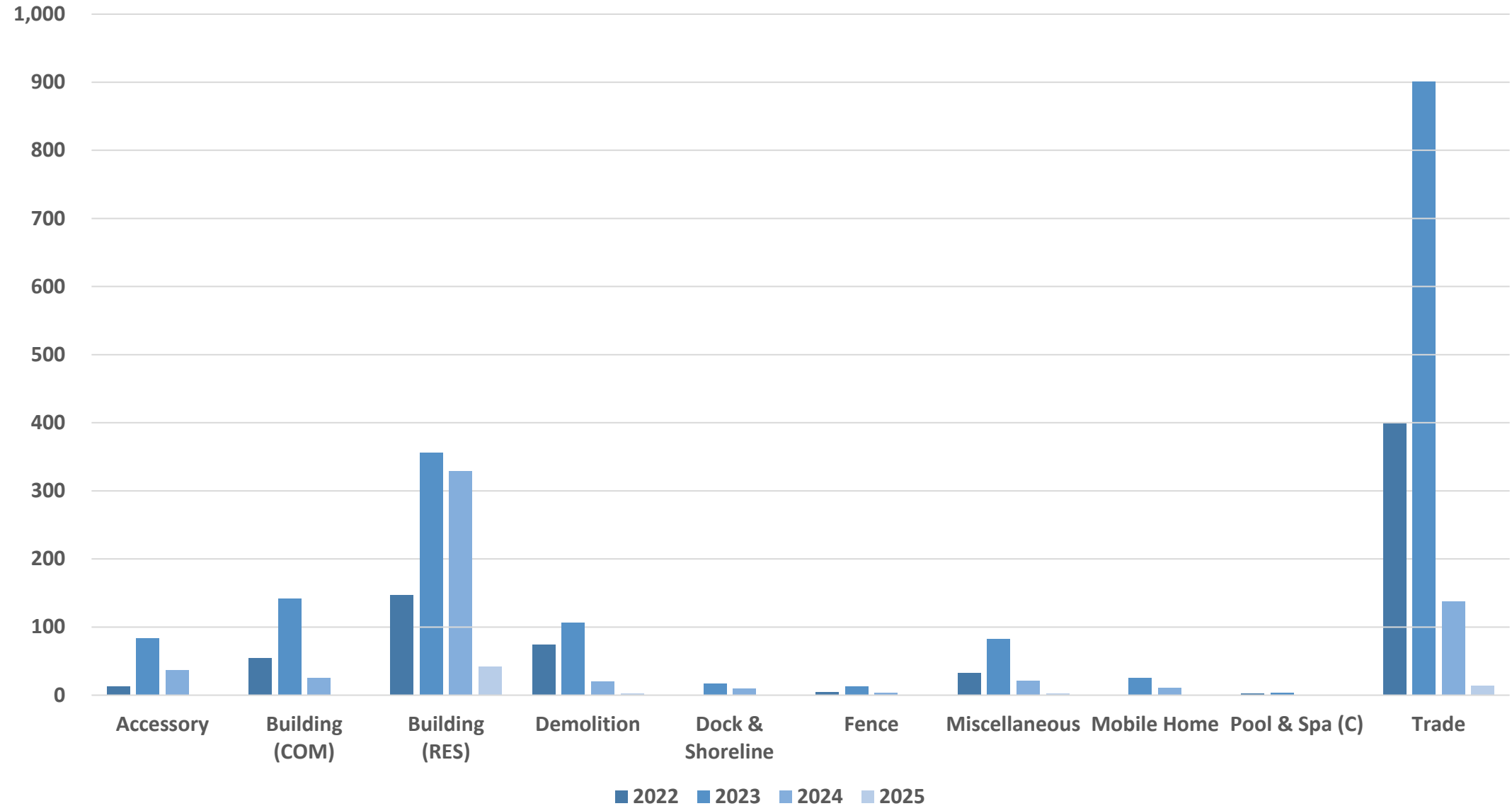
Cumulative Hurricane Ian / Helene / Milton Fee Waivers by Permit Type and Year

Permit Type	2022	2023	2024	2025	Grand Total
Accessory	\$962	\$7,821	\$3,401	\$0	\$12,184
Building (COM)	\$4,633	\$234,777	\$39,689	\$0	\$279,099
Building (RES)	\$53,063	\$277,307	\$189,702	\$22,484	\$542,557
Demolition	\$7,696	\$11,128	\$2,080	\$208	\$21,112
Dock & Shoreline	\$249	\$9,291	\$4,857	\$0	\$14,398
Fence	\$270	\$752	\$216	\$0	\$1,238
Miscellaneous	\$3,432	\$8,508	\$2,134	\$309	\$14,383
Mobile Home	\$0	\$8,283	\$2,286	\$0	\$10,569
Pool & Spa (COM)	\$615	\$1,230	\$0	\$0	\$1,845
Trade	\$11,629	\$69,917	\$10,827	\$1,106	\$93,479
Grand Total	\$82,549	\$629,015	\$255,192	\$24,107	\$990,863

Hurricane Ian / Helene / Milton Permit Counts by Month



Cumulative Hurricane Ian / Helene / Milton Permit Counts by Year
Permit Count Total = 3,115



Cumulative Hurricane Ian / Helene / Milton Permit Counts by Permit Type and Year

Permit Type	2022	2023	2024	2025	Grand Total
Accessory	13	84	37	0	134
Building (COM)	55	142	25	0	221
Building (RES)	147	356	329	42	872
Demolition	74	107	20	2	203
Dock & Shoreline	1	17	10	0	28
Fence	5	13	4	0	22
Miscellaneous	33	83	21	2	139
Mobile Home	0	25	11	0	36
Pool & Spa (C)	2	4	0	0	6
Trade	401	901	138	14	1,454
Grand Total	731	1,732	595	60	3,115

Community Development

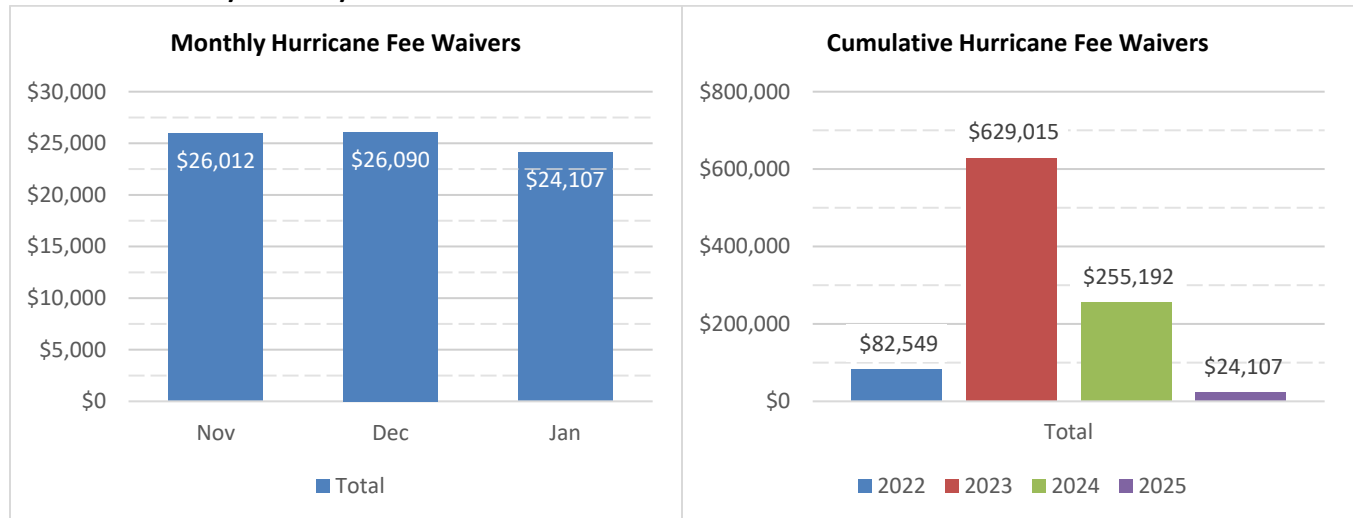
Prepared for:



January 2025

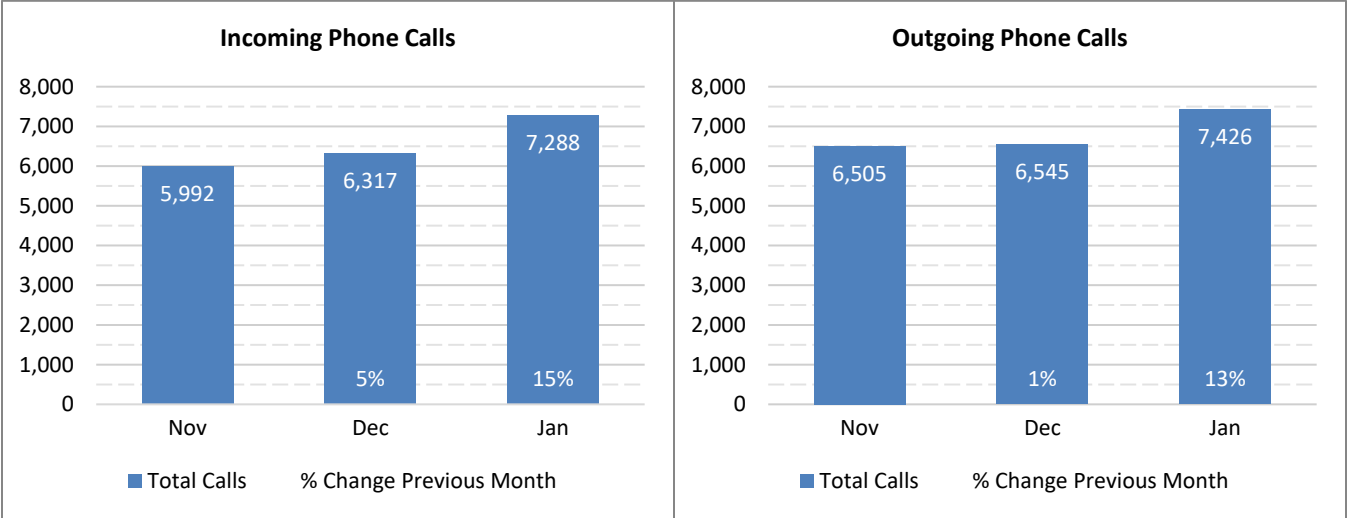
Prepared by:

JACOBS®

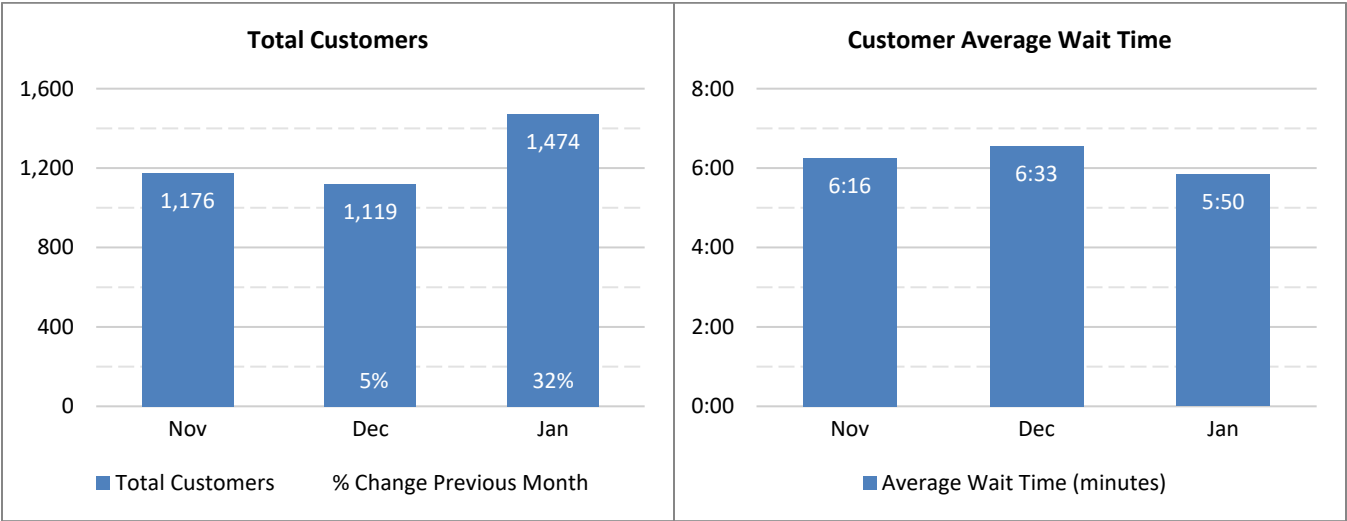
A. Hurricane Ian / Helene / Milton**Cumulative Hurricane Ian / Helene / Milton Fee Waivers by Permit Type**

Permit Type	2022	2023	2024	2025	Grand Total
Accessory	\$962	\$7,821	\$3,401	\$0	\$12,184
Building (COM)	\$4,633	\$234,777	\$39,689	\$0	\$279,099
Building (RES)	\$53,063	\$277,307	\$189,702	\$22,484	\$542,557
Demolition	\$7,696	\$11,128	\$2,080	\$208	\$21,112
Dock & Shoreline	\$249	\$9,291	\$4,857	\$0	\$14,398
Fence	\$270	\$752	\$216	\$0	\$1,238
Miscellaneous	\$3,432	\$8,508	\$2,134	\$309	\$14,383
Mobile Home	\$0	\$8,283	\$2,286	\$0	\$10,569
Pool & Spa (COM)	\$615	\$1,230	\$0	\$0	\$1,845
Trade	\$11,629	\$69,917	\$10,827	\$1,106	\$93,479
Grand Total	\$82,549	\$629,015	\$255,192	\$24,107	\$990,863

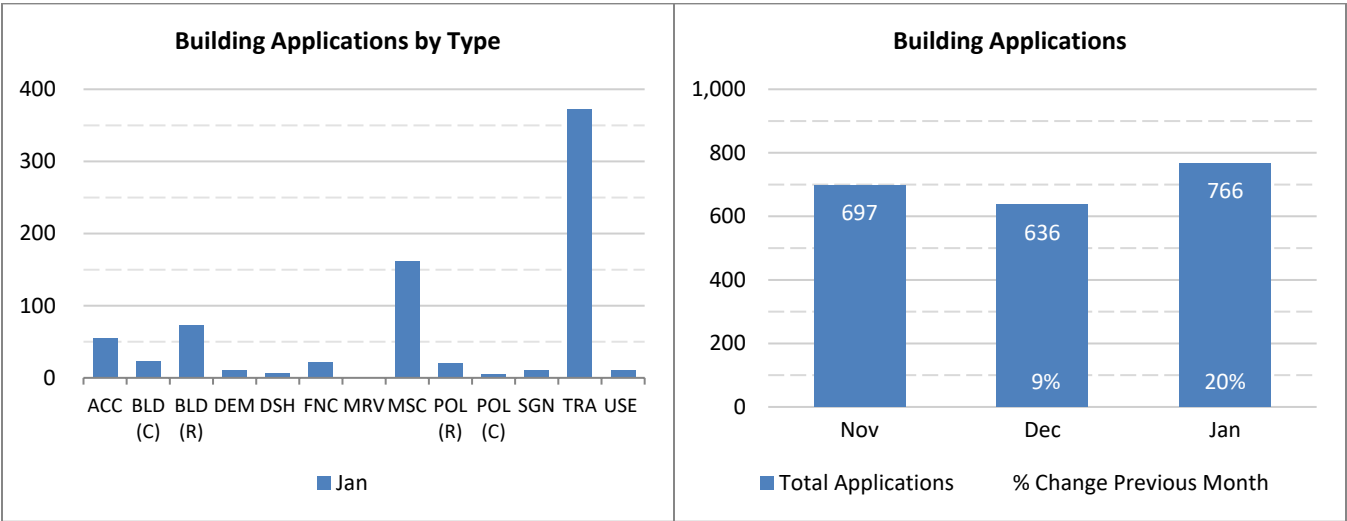
B. PHONE CALLS

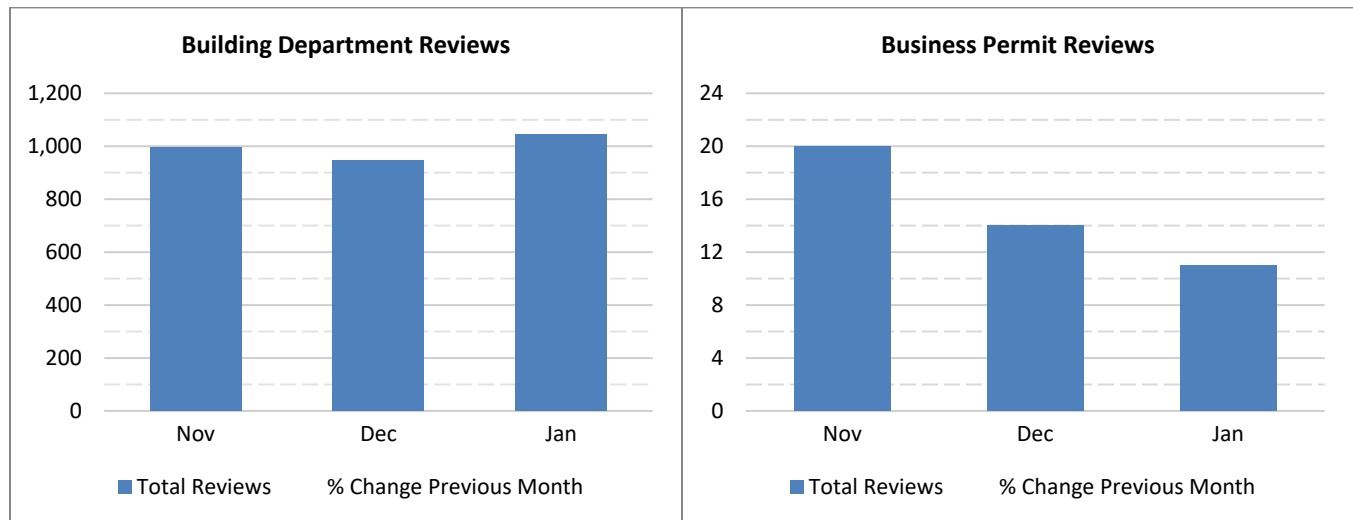
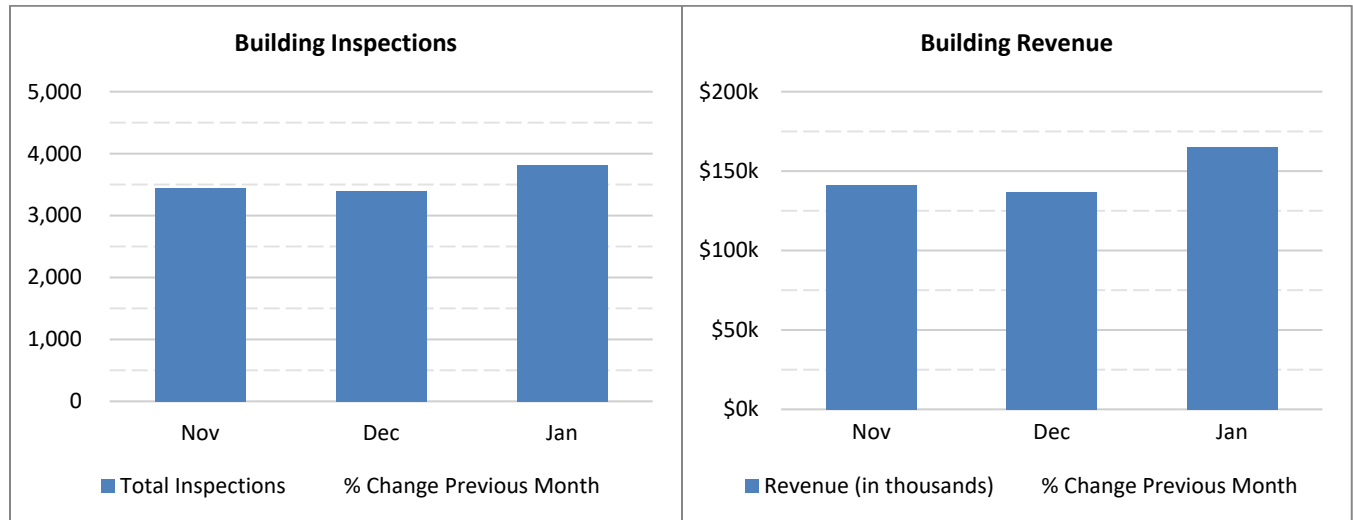


C. PERMITTING COUNTER

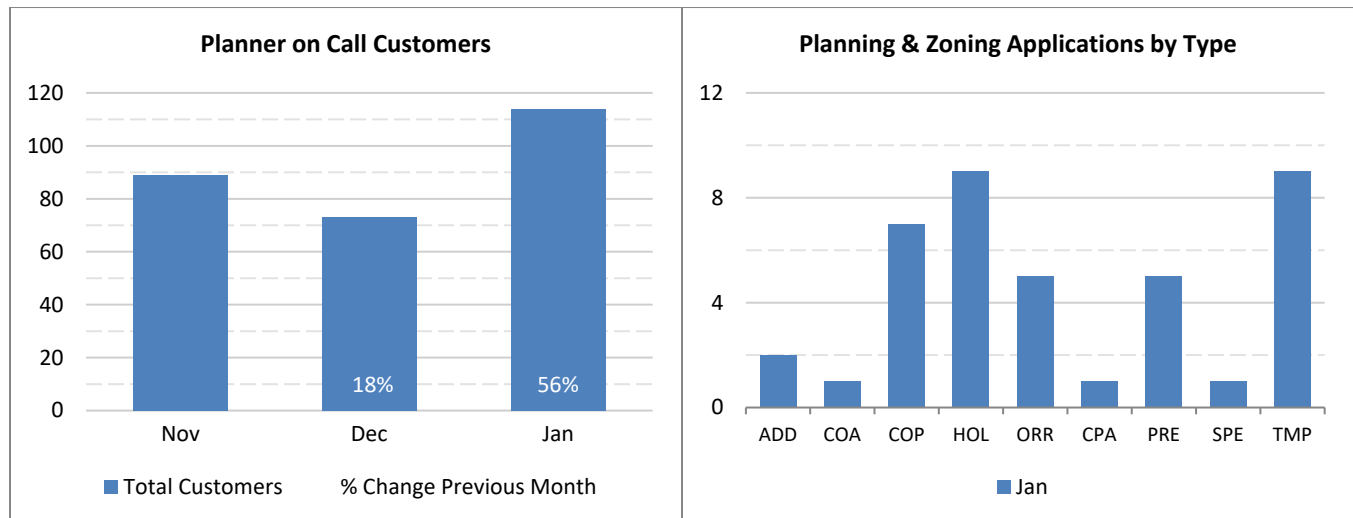


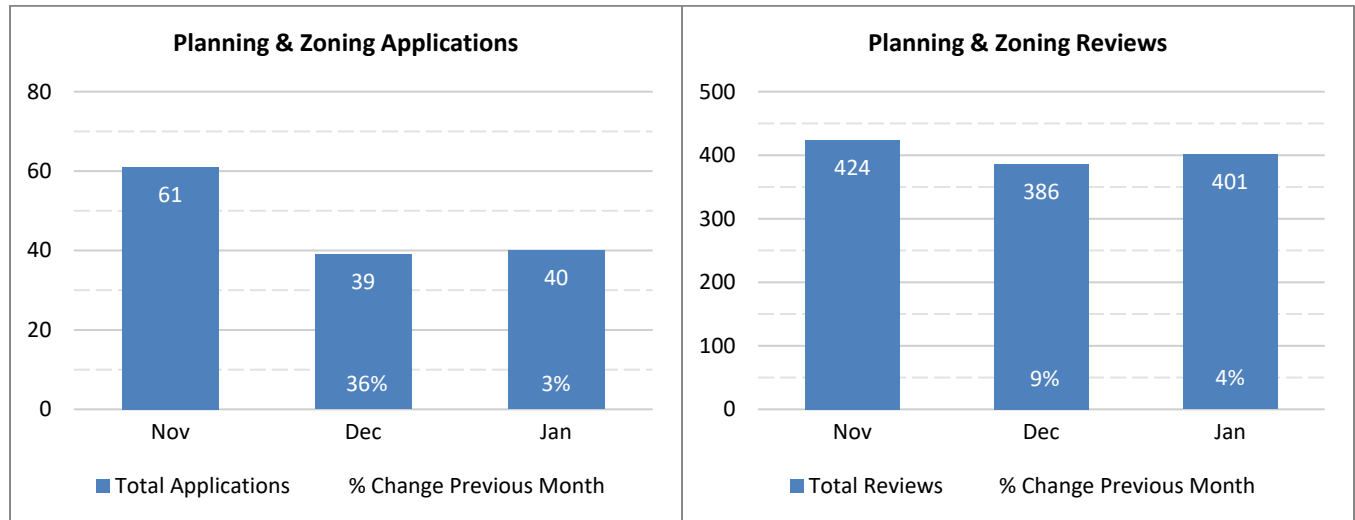
D. BUILDING DEPARTMENT





E. PLANNING & ZONING DEPARTMENT





F. DEVELOPMENT SERVICES DEPARTMENT

