



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

City of Bonita Springs City Council Meeting Agenda

March 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, March 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. (SECOND 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 25-03-065)

7. Consent Agenda Items:

- A. Approve minutes from the City Council Meeting held on March 5, 2025.
- B. Approve minutes from the Strategic Planning Workshop held on March 5, 2025.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-03-059)
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-03-060)
- E. Approve the applicant's Bald Eagle Management Plan for bald eagle nest LE080 located at Latitude 26.36553, Longitude -81.81023, Bonita Bay Creekside Golf Course, in accordance with LDC Chapter 7 Article III – Bald Eagles. (Green Sheet 25-03-061)
- F. Approve amendment #3 to purchase agreement 2024-001-QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-03-062)
- G. Approve amendment #2 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 25-03-063)
- H. Approve amendment #1 to purchase agreement 2025-001QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-03-064)
- I. Approve Caretaker's Agreement for the Bonita Nature Place. (Green Sheet 25-03-068)
- J. Approve special event permit for the Celebrate Bonita Festival 2025 and the closure of Old US 41 Road from Wilson Street to Ragsdale Street on Saturday, April 12, 2025. (Green Sheet 25-03-072)
- K. Approve annual update to employee salary ranges, effective April 1, 2025. (Green Sheet 25-03-071)
- L. Adopt the Strategic Priorities discussed at the City Council Strategic Planning Workshop held on March 5, 2025. (Green Sheet 25-03-075)
 - Opportunity for City Council Comments on Consent Agenda

8. Presentations:

- A. Presentation by the Neighborhood Services Department on code enforcement activity. (Green Sheet 25-03-073)
- B. Presentation by the Parks and Recreation Department on Parks and Recreation Capital Improvement Projects (CIP). (Green Sheet 25-03-074)

9. Mayor and Council Member Items:

- A. Discussion regarding funding options for the Bonita Estero Rail Trail (BERT) project.
(Council Member Corrie, Green Sheet 25-03-069)
- B. Update on the Bonita Springs Elementary School renovation project.
(Council Member Fullick, Green Sheet 25-03-076)

10. City Attorney Items

11. City Manager Items:

- A. Approve Resolution accepting the proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement in the amount of \$1,162,206 for Phase I of the Riverside Park Renovations project and approving a budget transfer to provide funding. (Green Sheet 25-03-070)
- B. Presentation of the January Financial Report. (Green Sheet 25-03-066)
- C. Monthly report from Community Development on activity for February. (Green Sheet 25-03-067)
- D. Update on recovery – Hurricanes Ian, Helene, and Milton

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment

ITEM TITLE: (SECOND 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: Second Reading of a Zoning Ordinance

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 first reading took place in front of City Council on February 19, 2025.

STAFF RECOMMENDATION: Approve, as conditioned

ATTACHMENTS:

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

REVIEWERS:

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

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 25 - ____

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.

WHEREAS, West Terry, LLC has filed an application to rezone ± 1.04 acres from Two-Family Conservation ("TFC-2") zoning district to the Residential Planned Development ("RPD") zoning district.

WHEREAS, the subject property is located at 27036/038 Williams Road; 27020-028 Williams Roads; 2700/031 Sun Aqua Lane; Bonita Springs, Florida; and, is described more particularly as:

See Exhibit "A"

WHEREAS, a Public Hearing was advertised and heard on January 14, 2025 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board"), who gave full consideration to the evidence available and recommended approval (6-0) of the applicant's request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

WHEREAS, the case was presented for First Reading for the City Council at their February 19, 2025, meeting; and

WHEREAS, City Council at their March 5, 2025, meeting considered the record of the Zoning Board on Case PD21-85709-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to rezone ± 1.04 acres from Two-Family Conservation (TFC-2) to Residential Planned Development (RPD), preserving existing duplex structures. In so doing the City Council makes the following findings and conclusions, upon an analysis of the

application and the standards for approval subject to the following conditions and deviations:

Conditions:

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit "B."
2. Schedule of Uses:
 - Residential accessory uses and structures
 - Boat Ramps (noncommercial)
 - Dwelling Units:
 - Single-Family, conventional
 - Duplex
 - Two-Family Attached
 - Docks & Seawalls
 - Water Retention
 - Fences & Walls
 - Recreational facilities, personal
 - Temporary Uses
3. Property Development Regulations: The Applicant proposes the following minimum property development standards:

	Listed Housing Types
Lot Width	58 feet
Lot Depth	100 feet
Min. Lot Area	7,500 sf
Max. Lot Coverage	40%
Max. Height	35 feet (2 habitable stories)
Front Setback	20 feet
Side Setback	6.5 feet
Rear Setback	20 feet
Waterbody Setback	25 feet
Open Space	40%

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. Approved deviation from Land Development Code ("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.
2. Withdraw deviation from LDC 3-526, Types of Lots and Lot Lines, to designate the northern lot lines of the perimeter boundary as side

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)

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon of adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of March, 2025.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote: Carr Corrie
Purdon Fullick
Fitzpatrick Bogacz
Gibson

Date filed with City Clerk: _____

**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

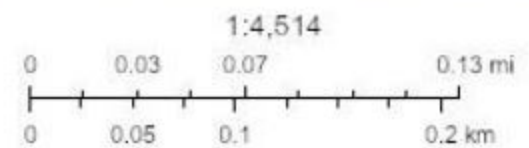
TABLE OF CONTENTS
WEST TERRY RPD
PD21-85709-BOS

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

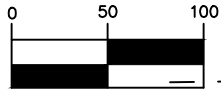
EXHIBIT A

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

RS-1

SUN AQUA LANE

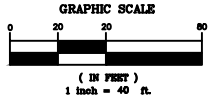
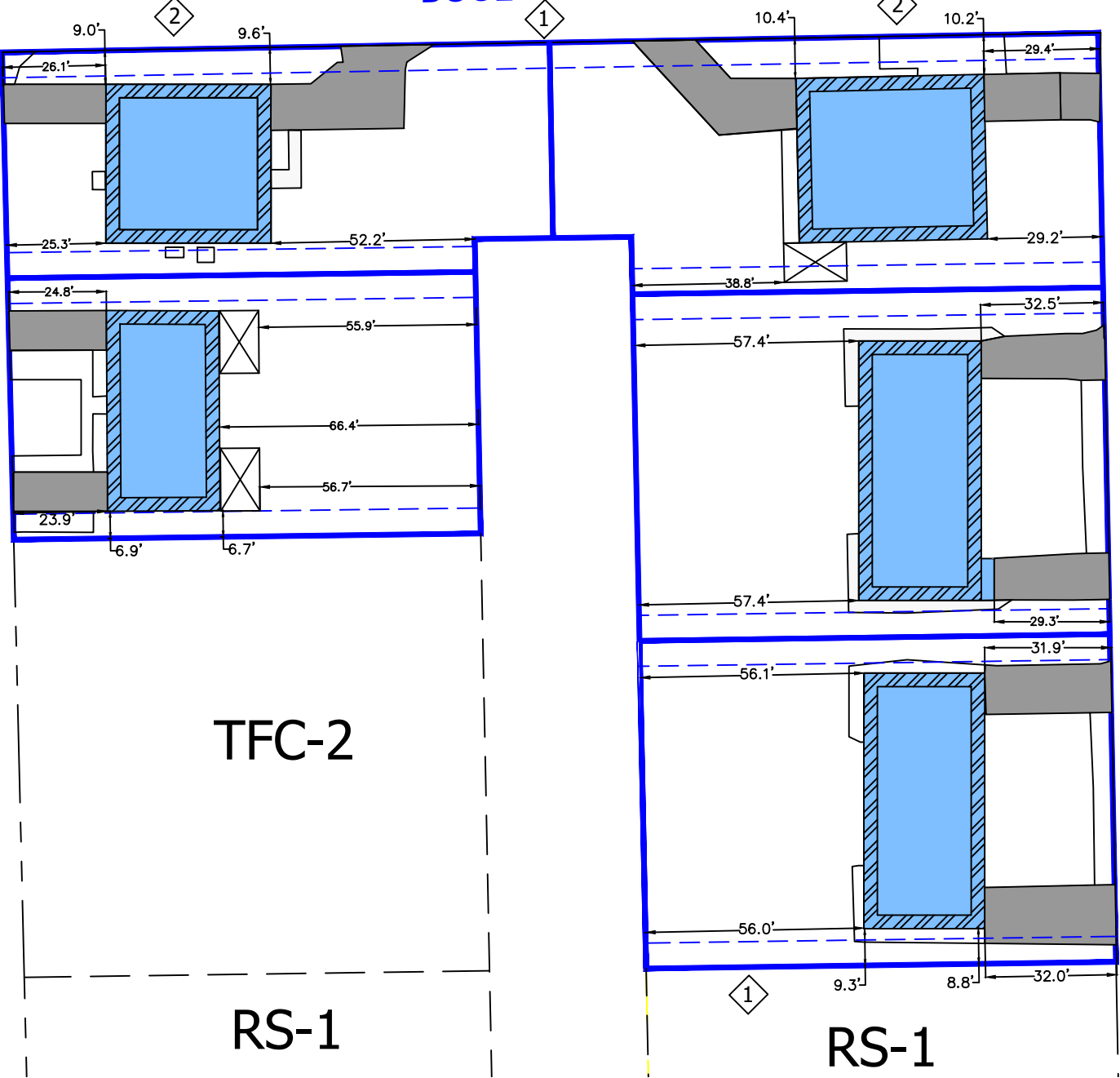


EXHIBIT B

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

March 5, 2025
5:30 P.M.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 5:31 pm.*
2. **Invocation** - *Provided by Rev. Jeff Chitwood of Anchor Christian Church.*
3. **Pledge of Allegiance** - *Led by Mayor Gibson.*
4. **Roll Call**

*Present: 7 Council Member Bogacz; Council Member Purdon; Mayor Gibson; Council Member Corrie;
Council Member Fullick; Council Member Fitzpatrick; Council Member Carr (arrived 5:36 pm).
Absent: 0*

5. **Public Comment on Agenda Items** - *None*

6. **Ceremonial Presentations and Proclamations:**

- A. Proclamation designating the week of March 3-9, 2025 as Flood Awareness Week in the City of Bonita Springs.

Proclamation read aloud by Mayor Gibson and accepted by staff members Ayita Williams Lonergan, Floodplain Manager, and Chris Campbell, Neighborhood Services Supervisor.

7. **Public Hearings – Zoning and Land Use Items**

- A. **Deferred to 5:30 p.m., April 2, 2025** SECOND READING AND PUBLIC HEARING OF A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; TO REZONE APPROXIMATELY 4.6± ACRES FROM THE TWO-FAMILY CONSERVATION (TFC-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 48 DWELLING UNITS; LOCATED AT 11035, 11089, 11113, 11125 DEAN STREET, STRAP NUMBERS 36-47-25-B4-00064.0000, 36-47-25-B4-00063.0000, 36-47-25-B4-00062.0010, 36-47-25-B4-00065.0000, 36-47-25-B4-00064.0010, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-03-058)

Mayor Gibson announced that this item is deferred to 5:30 pm, April 2, 2025.

8. **Consent Agenda Items:**

- A. Approve minutes from the City Council Meeting held on February 19, 2025.
- B. Approve minutes from the City Council CIP Workshop held on February 19, 2025.
- 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 purchase agreement 2025-001QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-03-054)
- F. Approve proposal submitted by Wright Construction, for construction and installation of the gateway sign on Logan Boulevard in accordance with the City's Wayfinding/Gateway signage program design plan. (Green Sheet 25-03-055)
- G. Approve the contract with Berry, Dunn, McNeil & Parker, LLC for the City's Park Master Plan Study, RFP 24-08. (Green Sheet 25-03-057)

*Council Member Corrie asked Parks Director Nicole Perino to clarify the coverage area of the Parks Master Plan under Consent Item 8G. Director Perino explained that the Parks Master Plan covers the entire City, including downtown. Council Member Carr motioned to approve the consent agenda; seconded by Council Member Bogacz. **The motion carried unanimously.***

9. Mayor and Council Member Items:

- A. Update on the Bonita Springs Elementary School renovation project. (Council Member Fullick)

Council Member Fullick provided an update, stating he and City staff participated in a second meeting with School Board member Bill Ribble, Superintendent Carlin, and school district staff. During this meeting, the school district presented a proposal to reproduce the original building façade. The school district will present the design plan at an upcoming City Council meeting.

10. City Attorney:

City Attorney Rooney informed Council that there are 24 references to the Gulf of Mexico in the City Code of Ordinances. Due to the federal designation renaming the Gulf of Mexico the Gulf of America, he requested direction from Council on whether to prepare a draft ordinance for Council consideration that updates the City Code accordingly. The Council agreed by consensus to direct the City Attorney to proceed.

*Next, Mr. Rooney brought forth a request from the City's outside legal counsel regarding the pending property acquisition case, City of Bonita Springs vs. Nicole Olsen Equestrian. He asked for authorization to file an "offer in judgment" in the amount of \$311,000, exclusive of fees and costs. Council Member Carr motioned to approve that authorization; seconded by Council Member Fullick. **The motion carried unanimously.***

11. City Manager:

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

Assistant City Manager Matt Feeney provided an update on the successful completion of the Beach Re-Nourishment Project. Next, City Manager Hunter informed Council that the Florida Department of Emergency Management has confirmed the City's submission of the required documents for participation in the F-ROC program.

12. Mayor and Council Member Reports

Council Member Bogacz - Attended Rep. Botana's Town Hall meeting on Feb. 25 on behalf of her constituents in the San Carlos Estates Water Control District. She re-emphasized that Rep. Botana's bill does not involve Strike Lane, and the City had no role in drafting the proposed legislation. Additionally, she reminded those concerned about the bill to communicate in a courteous manner.

Council Member Purdon - Agreed with Council Member Bogacz's remarks, and re-stated that Rep. Botana's bill is unrelated to Stike Lane, and that the City had no part in drafting the legislation.

Council Member Carr - Attended the groundbreaking for recreational facilities at the SeaScapes Condominium. Also, Bonita Springs Utilities will hold its annual board meeting on March 18, at 5 pm.

Council Member Corrie - Attended a meeting with Village of Estero Mayor McLain and Village Manager Sarkozy regarding Bonita Estero Rail Trail. A Collier County representative will attend the next meeting.

Council Member Fullick - Reported that the Tourist Development Council approved funding for a mural project in Bonita Springs.

Council Member Fitzpatrick - Reminded everyone of the Town Hall meeting with Commissioner Mulicka on Thu., March 27, from 4 pm - 5:30 pm, at the Fire District Administration Building, 27701 Bonita Grande Dr.

Mayor Gibson - Attended the groundbreaking of the recreational facilities at the SeaScapes condominium community. Also, participated in Reading Day at Bonita Springs Elementary School.

13. Public Comment

John Kangas - Commented on Rep. Botana's bill concerning San Carlos Estates Water Control District.

Ron George - Thanked Council Member Carr and Mayor Gibson for attending the groundbreaking of the recreational facility at SeaScapes, where he serves as association president.

14. Adjournment - There being no further business, the meeting adjourned at 6:05 p.m.

Prepared by:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor



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

**City of Bonita Springs
City Council
Strategic Planning Workshop
Draft Minutes**

March 5, 2025

12:00 p.m.

1. Call to Order - *Mayor Gibson called the workshop to order at 12:03 pm.*

2. Roll Call

*Present: 7 Council Member Bogacz; Council Member Purdon; Council Member Carr; Mayor Gibson;
Council Member Corrie; Council Member Fullick; Council Member Fitzpatrick*

Absent: 0

3. Public Comment - *None*

4. Introduction of the Facilitator and Overview of the Session

Following an introduction by City Manager Hunter, Dr. Bob Lee provided an overview and guidelines for the session.

5. Discussion and Evaluation of the City's Strategic Priorities

Each council member provided input in-turn, after which a discussion ensued. A consensus was reached on the following seven Strategic Priorities, to be ratified at an upcoming regular City Council meeting:

- 1. Improve Stormwater Management and Resiliency*
- 2. Improve Vehicular and Multimodal Transportation Networks*
- 3. Community Aesthetics, Parks and Facilities*
- 4. Environmental Protection*
- 5. Strengthen City Finances*
- 6. Government Transparency and Efficiency*
- 7. Economic Development*

Consensus was also reached on the following future City Council Workshop topics:

- Downtown Parking*
- Beach Access*
- Review Land Use Map*

6. Discussion of Internal and External Boards and Committees

Council members reviewed City advisory committees and acknowledged that some are currently inactive. Mayor Gibson noted that it would be more efficient to have fewer advisory committees that are effective, and composed of engaged and well-trained members. Additionally, there was consensus to continue evaluating the benefits of consolidating the functions and responsibilities of the Zoning Board, Local Planning Agency, Tree Advisory Committee, and Historic Preservation Board into a single, active, and effective board. Council members also reviewed external liaison assignments and agreed to discontinue the following: Blue Zones, SW FL Inc., and Human Services Advisory Council.

7. Adjourn - The workshop adjourned at 4:35 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. 25-029 issued on March 3, 2025
2. Resolution No. 25-031 issued on March 10, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-029**

**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:

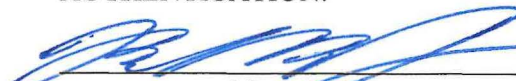
Section 1. The recitals above are hereby incorporated herein.

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 March, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 3/3/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-031**

**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:

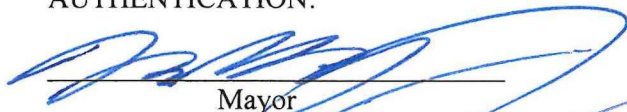
Section 1. The recitals above are hereby incorporated herein.

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 March, 2025.

AUTHENTICATION:

_____
Mayor

_____
City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 3/10/25

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. 25-030 issued on March 3, 2025
2. Resolution No. 25-032 issued on March 10, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-030**

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

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

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

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

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

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

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

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

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

AUTHENTICATION:

 _____ Mayor
 _____ City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 3/3/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-032**

**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 March, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____

City Attorney Office

Date filed with City Clerk: _____

3/10/25

ITEM TITLE: Approve the applicant's Bald Eagle Management Plan for bald eagle nest LE080 located at Latitude 26.36553, Longitude -81.81023, Bonita Bay Creekside Golf Course, in accordance with LDC Chapter 7 Article III. – Bald Eagles

REQUESTOR: Laura Gibson, Environmental Specialist, Community Development Department

AGENDA SECTION: Consent

STRATEGIC PRIORITY: Environmental Protection

BACKGROUND: The City of Bonita Springs protects its Southern Bald Eagle population through Objective 7.6 of the Conservation and Coastal Management Element of the Comprehensive Plan and Ordinance 10-05 which was incorporated into Chapter 7 Article III of the Land Development Code (LDC). The purpose of the Comprehensive Plan Policies and Land Development Regulations are to protect bald eagle nesting habitat and a specified area around nests from development and human created disturbances from construction and other activities. One way to help prevent disturbances is through a Bald Eagle Management Plan (BEMP) which the LDC requires for certain developments to establish protection practices for critical eagle nesting habitat through limitation of disturbance or alteration to these areas and management of the preserved portions of the critical eagle nesting habitat.

The LDC and National Bald and Golden Eagle Protection Act prohibit construction work during the nesting season without a Bald Eagle Management Plan and/or monitoring for the disturbance of eagle nesting per approved monitoring guidelines. No bald eagle nesting has occurred at this nest for this nesting season. However, the nest has been occupied for the previous nine nesting seasons and has successfully produced fledgling eagles for five of those seasons.

The Limited Development Order for the Creekside Golf Course modifications is under review and approval is anticipated soon. There are limited vegetation and golf course play area changes within the eagle nest buffer zone. The proximity of the changes are no closer to the nest than the current proximity of golf course play area and are not expected to negatively impact the nesting eagles. The BEMP addresses project activities with timelines for work in respect to the eagle nesting season and require monitoring of the eagles to determine disturbance and halting or adjustment of any construction activities observed to cause disturbance.

STAFF RECOMMENDATION: The Applicant and Staff are in agreement with the attached BEMP, and LDC Sec. 7-79(d)(2) requires approval of the BEMP by the City Council.

ATTACHMENTS:

1. Creekside Golf Course BEMP
2. LDC 7, Article III
3. National Guidelines
4. Florida Monitoring Guidelines

REVIEWERS:

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

BALD EAGLE MANAGEMENT PLAN

BONITA BAY CREEKSIDE GOLF COURSE

MARCH 2025

Prepared by:

**TURRELL, HALL &
ASSOCIATES, INC.** 
Marine & Environmental Consulting

PHONE: 239-643-0166 WWW.THANAPLES.COM

Table of Contents

1	Introduction	1
1.1	Site Description	1
1.2	Occurrence On-site	1
2	Biology and Habitat Requirements	2
3	Site Development and Species Management Protocol	3
4	Photos	5

1 INTRODUCTION

1.1 SITE DESCRIPTION

The Bonita Bay Golf Club Creekside property consists of approximately 208 acres in southern Lee County. The project is located west of U.S. 41, south of Spring Creek, and east and north of Country Club Drive. The site is an existing golf course within a developed residential community. The Club is trying to renovate the course as well as repair and improve stormwater drainage within the previously permitted footprint.

The proposed work includes the recontouring of the golf course play areas (tees and greens), expansion of several lake areas, restoration of water management areas, and relandscaping across the entire course.

1.2 OCCURRENCE ON-SITE

One active bald eagle nest (established in 2010) is located at the north end of the project site, just north of Hole #6 Tee boxes as shown on the attached exhibit. The nest is identified as LE-080 by the Florida Fish and Wildlife Conservation Commission (FWC). The nest has been active during the 2010-2011, 2011-2012, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024 nesting seasons though nesting was not successful in 2021-2022 or 2023-2024. The nest was documented as inactive from 2013-2015. Eagles have been documented working on nest construction during the recent 2024-2025 season but the nest has been reported as unsuccessful. The nest is located in a slash pine tree (*Pinus elliottii*) approximately 80 feet north of the golf course mown grass area. The tree is located in a forested stormwater management area on the site. See the attached nest location exhibit.

2 BIOLOGY AND HABITAT REQUIREMENTS

The bald eagle is the largest raptor that breeds on the peninsula of Florida, with a wingspan of about seven feet. A body plumage is dark brown with the head and tail a distinctive white. Juveniles are brown-black and fully develop the white head and tail by the age of five or six.

Eagles typically nest close to water with their diet comprised mainly of fish but supplemented with a variety of vertebrates including birds and turtles. Nest locations must provide prey opportunities in the vicinity, good visibility and a clear flight path to foraging areas.

Nest laying begins in early fall and the cone shaped nests can be 6 feet across and 6-8 feet deep, lined with soft materials. Most commonly, living pine or cypress trees are chosen where some canopy remains above the nest. The ratio of water to land edge is one of the most important considerations and so long as prey density does not diminish, habitat suitability of an area remains constant.

Egg laying peaks in early December and clutches usually consist of one to two eggs with incubation of approximately 35 days. The young fledge after 10-12 weeks although parental care may continue a further 4 to 6 weeks after this. Most of Florida's eagle pairs are year-round residents while the young are migratory.

In addition to the nesting tree, diurnal perch sites are an important part of the eagle's territory, when, during the non-nesting season, perching may take up 74-83% of the day (FWS). Selection is similarly based on how much prey is available in the vicinity and how well the bird can see it, thus perch sites are typically trees bordered by an open area such as river or lake banks.

As top predators, eagles are vulnerable to the buildup of contaminants in the food chain. Population size was severely affected by the use of the pesticide DDT (now banned), which reduced reproductive success by thinning eggshells. Lead and mercury poisoning are on-going concerns. While some eagle pairs have shown little tendency for disturbance when nesting close to residential or roadway projects, others have been prone to multiple disturbances that can lead ultimately to nest abandonment. Spatial and temporal isolation from the nest site and feeding areas are components of most eagle (and other species) management plans.

Given the general requirements for the ecological success of the eagle, an overview of how development on the project site will allow continued habitation is provided below.

3 SITE DEVELOPMENT AND SPECIES MANAGEMENT PROTOCOL

The golf course is open year-round with the closest activity being the hole #6 tees within 80 to 100 feet of the active nest tree. Mowing and maintenance of the course around the tee boxes occurs within 80 feet of the nest tree. Observations of the resident eagles indicate that they are not affected by the noises associated with the golf course play or maintenance activities.

The current proposed work plan calls for recontouring and renovating the golf course play areas, Conducting maintenance of the stormwater detention and conveyance areas, and reshaping of several of the lakes. Work is proposed both within and outside of the buffer zones around the nest tree. Any work outside of the 660-foot buffer can occur at any time during the year. Any work associated with the renovations that is located within the 660-foot buffer zone around the nest will be done outside of the nesting season once fledging of the chicks has occurred or the nest is documented as inactive. Regular maintenance of the course (mowing, spraying, etc) will continue to occur throughout the year as currently is done.

As stated above, the nest is located within an existing stormwater management area and in close proximity to the existing golf course play area. Some of the proposed work is planned to occur within both the 660- and 330-foot buffers. All of the proposed work within these buffer areas will only be done outside of the eagle nesting season. Since the work proposed is within the currently approved development footprint, no additional permitting should be required from USFWS as long as the work is done outside of the nesting season or when the nest is documented as inactive, and according to the protection protocols outlined below in this Plan. Several conditions will be put in place and adhered to during the nesting season to avoid disturbing any nesting eagles. These conditions are as follows:

1. No construction or earthwork will occur within 660 feet of the nest tree until after the nesting activities have concluded. This includes land clearing, sod removal, any earthwork.
2. Infrastructure work (such as clearing, grading, filling, excavation, utility work, or paving) within 660 feet of the nest tree will be initiated subsequent to fledging if the nest is active or after March 1st if there is no evidence of breeding activity. Site delineation and other preparatory work for infrastructure construction can be conducted at any time during the year as long as these activities do not occur within the 330-foot buffer. No excavation, clearing, or other activities that require the presence of dump trucks, excavators, or other large equipment may occur within 660 feet of the nest during nesting season (October 1 through fledging).
3. Maintenance of the stormwater berm and swale which surrounds the eagle nest tree will similarly be done outside of the nesting season. No large tree removal is proposed for this work, but some understory vegetation and smaller trees will need to be removed to restore the berm and swale to permitted conditions. Several breaches and near breaches in the berm will be repaired and restored to permitted conditions.
4. Infrastructure construction greater than 660 feet from the nest tree may be conducted at any time of the year. However, if the infrastructure construction within this area is conducted during the nesting season, then periodic monitoring shall be implemented to determine whether the eagles are affected by the construction activities.

5. In addition to the above conditions, the applicant will continue to allow monitoring of the nest by Audubon monitors upon the onset of nesting season for each year.

The currently proposed site plan slightly modifies the site plan for the course which was originally reviewed and approved but the new proposed layout remains within the same overall permitted footprint. No nest or perch trees are being impacted by the proposed work. Because of this, the fact that all work is within the originally permitted footprint, and the adherence to the work timing restrictions within the buffer zones around the nest, additional coordination or permitting with FWS should not be necessary. Additionally, the nest was constructed after the development of the golf course and residences, indicating that the eagles have acclimated to the ongoing activity within the course. With no course activities getting any closer to the nest tree, and work in close proximity to the nest being done when the nest is inactive, no impacts to the eagles or their nesting activities is anticipated.

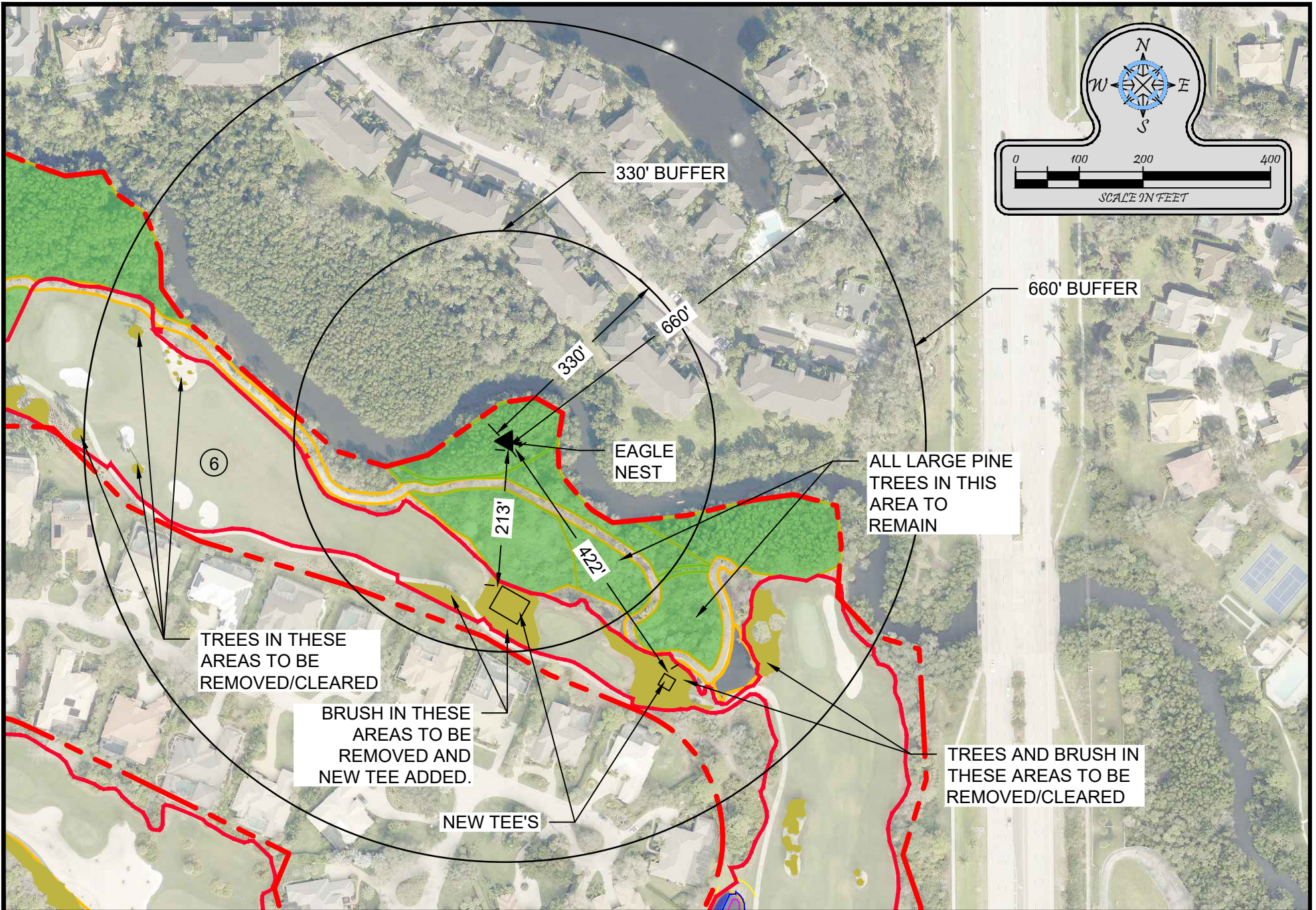
4 PHOTOS

Figure 1: View of bald eagle and nest observed on-site (01/10/2023).



Figure 2: View of eagle nest LE-080 in pine tree observed on-site (11/20/2023).





Turrell, Hall & Associates, Inc.
Marine & Environmental Consulting

3584 Exchange Ave. Naples, FL 34104-3732

Email: tuna@thanaples.com Phone: (239) 643-0166 Fax: (239) 643-6632

BONITA BAY CREEKSIDE EAGLE BUFFER TREE REMOVAL

RY NO. 5875

THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

DESIGNED:	TH	REV#	REV BY	DATE	CHK BY	CHANGED
DRAWN BY:	RMJ	1.	-	-	-	-
CREATED:	03-10-25	2.	-	-	-	-
JOB NO.:	1534.05	3.	-	-	-	-
SHEET NO.:	01 OF 01	4.	-	-	-	-
		5.	-	-	-	-

SECTION- 20,21,28,29,33 TOWNSHIP- 47S RANGE- 25E

ARTICLE III. - BALD EAGLES

Sec. 7-72. - Purpose of article.

In order to maintain a stable or increasing population of the bald eagle in Bonita Springs by protecting eagle habitat, it is necessary and appropriate to protect, enhance, and preserve the nest of the eagle and its immediate environs. With reasonable land compensation incentives and proper habitat management, the bald eagle population in the city can be maintained. This article is intended to protect the critical nesting habitat of the bald eagle and promote national, state, and community pride and esteem by negotiating with owners of land surrounding eagle nests to provide an optimal management plan for land subject to imminent development, including providing special compensation incentives to private property owners for loss of property committed to critical bald eagle nesting habitat. This article is also intended to provide information and assistance to property owners to enable them to avoid violations of city, county, state and federal law.

(Ord. No. 10-05, § 1(7-111), 6-2-2010)

Sec. 7-73. - Definitions.

The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned nest means a nest that is intact or partially intact but has been inactive through five or more consecutive nesting seasons.

Active nest means a nest that shows or showed evidence of breeding by bald eagles, such as an adult attending the nest or in incubating position, a clutch of eggs, or a brood of nestlings, at any time during the current or most recent nesting season.

Agricultural activities means bona fide farm operations as defined in the Florida Right to Farm Act, F.S. § 823.14.

Alternate nest means a nest that is intact or partially intact and has been used by bald eagles at any time during the past five nesting seasons, but was not used during the current or most recent nesting season. An inactive nest is considered to be an alternate nest until it has been inactive for five consecutive nesting seasons, at which time it becomes an abandoned nest.

Bald eagle (*Haliaeetus leucocephalus*) means a mature eagle with white plumage on its head and tail feathers, or an immature eagle with dark plumage, which resides throughout the state around estuarine areas and along the lakes and river drainage basins within the interior of the state, county and city.

Buffer area means a natural or manmade area designated by the city council in accordance with section 7-79 that must remain predominantly in its natural or created native vegetated state to protect eagles, nest trees, or other critical eagle nesting habitat. Buffer areas may range in any distance averaging 660 feet from a nest and be irregularly shaped areas, except that a larger buffer area may be offered voluntarily in accordance with section 7-80(3).

Critical eagle nesting habitat means habitat which, if lost, could result in the elimination of nesting eagles from the area in question. Critical eagle nesting habitat typically provides functions for the bald eagle during the nesting portion of that species' life cycle. This area includes eagle nest trees and their immediate environs and may include other areas or features such as perch trees, flight paths, and alternate nests within the buffer area.

Disturb means to agitate or bother a bald eagle to a degree that causes or is likely to cause, based on the best scientific information available:

- (1) Injury to the eagle;

- (2) A decrease in its productivity by substantially interfering with normal breeding, feeding or sheltering behavior; or
- (3) Nest abandonment by substantially interfering with normal breeding, feeding or sheltering behavior.

Fledgling means a young eagle that is capable of flight and has left the nest, usually at ten to 12 weeks of age. Fledglings may return to the nest for several weeks to be fed or to roost.

Flight path means the route within the buffer area most frequently traveled by eagles directly to and from their nest, perch trees, and important foraging areas.

Foraging area means the location where eagles feed, typically near open waters such as rivers, lakes, reservoirs, and bays where fish and waterfowl are abundant, or in area with little or no water where prey species are abundant (e.g., rabbit, rodents or carrion).

FWC means the Florida Fish and Wildlife Conservation Commission or its successor.

Inactive nest means a nest that was not used during the current or most recent nesting season.

Lost nest means a nest where the nest or nest tree is destroyed by natural causes (e.g., nest that fell apart or was blown out of a tree, or tree itself was lost) and is not rebuilt in the same tree within three nesting seasons.

Nesting season means the period from October 1 to May 15, unless the young fledge before or after May 15 as determined by city environmental sciences staff.

Nestling means a young eagle (eaglet) that is incapable of flight and is dependent on its parents. Once an eaglet fledges (i.e., leaves the nest), it becomes a fledgling.

Perch tree means a tree used by bald eagles for resting, sleeping, foraging, hunting, feeding, lookout, display or thermal benefit.

Unified control has the same meaning as defined in chapter 4 and chapter 9.

USFWS means the United States Fish and Wildlife Service or its successor.

(Ord. No. 10-05, § 1(7-112), 6-2-2010)

Sec. 7-74. - Violation of ordinance; penalty.

- (a) Any person convicted of violation of any of the provisions of this article may be punished as provided in section 1-5. Such person will also be responsible for costs and expenses involved in the case. Each day such violation continues will be considered a separate offense.
- (b) Any violator of this article may be required to restore the critical eagle nesting habitat to its original undisturbed condition. If restoration is not undertaken within a reasonable time after notice, the city may take necessary corrective action, the cost of which will be placed as a lien upon the property.
- (c) In addition, any violation of this article is a public nuisance and may be restrained by injunction by any interested party.
- (d) The city will notify the FWC of wildlife complaints or potential FWC rule violations. The city will coordinate with FWC in enforcement activities.

(Ord. No. 10-05, § 1(7-113), 6-2-2010)

Sec. 7-75. - Provisions of article supplemental.

This article does not replace the Federal Endangered Species Act, the Federal Migratory Bird Treaty Act, the Federal Bald and Golden Eagle Protection Act, the Florida Endangered Species Act, or the

permitting requirements of FWC's Bald Eagle Permitting Framework, that is incorporated in FWC Rule 68A-16.002, Florida Administrative Code, but is intended to supplement those laws to ensure protection of critical eagle nesting habitat in the city.

(Ord. No. 10-05, § 1(7-114), 6-2-2010)

Sec. 7-76. - Applicability of article.

This article applies only to all real property within 660 feet (or 750 feet if impact fee credits are issued pursuant to section 7-80(3)) of a nest unless the nest is abandoned or lost. Compliance with this article will be required prior to receiving a building permit, development order, zoning approval, notice of clearing, vegetation removal permits or amendments thereto.

(Ord. No. 10-05, § 1(7-115), 6-2-2010)

Sec. 7-77. - Public acquisition of rights and interest in critical eagle nesting habitat lands.

The city may acquire rights and interests in real property designated as a critical eagle nesting habitat. When a developer or property owner cannot accommodate critical eagle nesting habitat through reasonable site planning or proper access, the city may acquire an interest through:

- (1) Receiving donations of critical eagle nesting habitat lands;
- (2) Purchase or conveyance by dedication of a perpetual conservation easement;
- (3) Outright purchase or lease of critical eagle nesting habitat;
- (4) Acquisition through eminent domain proceedings pursuant to Article II, Section 9, and Article X, Section 6, of the State Constitution and applicable provisions of the state statutes; or
- (5) Implementation by the city council of any combination of these or other actions to acquire rights and interests that balance the public and private interests.

(Ord. No. 10-05, § 1(7-117), 6-2-2010)

Sec. 7-78. - Notification procedure.

The city will notify the FWC and the USFWS upon receipt of any application for a planned development rezoning, a development order, a notice of clearing, or a building permit for any property located within 660 feet of a nest. The notice must include any available information gathered regarding the behavior of the eagles that are occupying the nest.

(Ord. No. 10-05, § 1(7-118), 6-2-2010)

Sec. 7-79. - Mechanisms for the protection of critical eagle nesting habitat.

- (a) *Construction of single- or two-family dwelling unit (including accessory structures.)* Appropriate conditions limiting or prohibiting development during the nesting season may be attached to building permit approvals for property to which this article is applicable where such conditions are deemed necessary by the director of the department of community development (or designee) to prevent a loss of critical eagle nesting habitat. Such conditions may include, but are not limited to, distances from the nest, defining the dates, equipment, and hours of operation for exterior construction to avoid disturbing nesting eagles, eggs or nestlings.

- (b) *Agricultural activities.* All persons intending to conduct new agricultural activities on property to which this article is applicable must consult with city staff prior to approval of an application for a notice of clearing or the commencement of activities. Any improvements within 330 feet must be conducted with a bald eagle management plan consistent with the FWC Bald Eagle Management Plan and designed to protect the habitat. Any proposal for improvements within 330 feet must indicate that the crop planting or harvesting will not occur during nesting season to avoid impacts to the bald eagle habitat.
- (c) *Exotic vegetation removal.* All persons intending to remove exotic vegetation, even if required to do so by city ordinance, on property where an active or alternate nest is within 660 feet must consult with city environmental sciences staff prior to vegetation removal. Appropriate conditions may be placed on the exotic removal notice.
- (d) *All other development.*
 - (1) All persons contemplating the development of property to which this article is applicable are to consult with the environmental sciences division as early in the planning and design process as possible to ensure enhancement or protection of critical eagle nesting habitat within the buffer area. No construction (structures or site work) may occur within 660 feet during the nesting season, unless otherwise modified in an approved bald eagle management plan, in accordance with the National Guidelines and this article.
 - (2) Property owners and/or developers are required to prepare a management plan that protects critical eagle nesting habitat. However, no new bald eagle management plan will be required for projects in which a bald eagle management plan was submitted to and accepted by the city to support a building permit, local development order, development of regional impact, or zoning application approval. A new or amended bald eagle management plan will be required if subsequent development or a change in use is proposed that is inconsistent with the previously reviewed bald eagle management plan, or if a new or revised bald eagle management plan is required by condition or stipulation of the existing authorization.
 - a. Prior to consideration and approval by resolution of the city council, all eagle management plans must be submitted and will be reviewed by environmental sciences staff.
 - b. The director of community development or designee must recommend approval, denial, or approval of the proposed eagle management plan with conditions, or continue consideration of the proposed eagle management plan to seek technical advice from outside sources or to meet further with the applicant to revise or modify the proposed eagle management plan.
 - c. Staff will present the proposed bald eagle management plan to the city council, along with the written staff opinion and any recommendation from outside sources, if any. This may include any advisory board set up by resolution of city council to assist with monitoring nests and eagle activity.
 - (3) All development within critical eagle nesting habitat and buffer areas must be consistent with the approved management plan.
 - (4) Management plans to protect or enhance critical eagle nesting habitat must include the following items, where applicable:
 - a. Description of the landscape within and surrounding the critical eagle nesting habitat, including FLUCCFS map, locations and height of active and alternate nest trees and perch trees, tree survey, and a description of the location, height, species and density of understory and canopy vegetation, as related to visibility between the active nest and proposed development.
 - b. History and behavior patterns of the eagle pair.
 - c. A one inch equals 200 feet aerial map and a map at the scale of the development that shows the location of the eagle's nest, flight path to and from the nest, location and size of visual obstacles, such as trees, between the nest and proposed development, nearest

known foraging area for the eagle, location and type of existing and permitted developments within 1,500 feet of the nest, and other critical eagle nesting habitat features, as well as the proposed development.

- d. The boundaries, size, and shape of the proposed buffer area.
 - e. Conservation measures designed to minimize potential adverse impacts of the development on nesting bald eagles that may result in disturbance or abandonment of the nest. Such conservation measures include, but are not limited to, compliance with the management plan and compliance with national or state guidelines, establishment of a planted landscape buffer, construction phasing indicating timing and location of construction activities during nesting and non-nesting periods (i.e., no construction within 330 feet of a nest during nesting season), height limits on buildings within the buffer area, protection of the flight path and the nesting tree, monitoring of eagles and nests using the federal monitoring guidelines, conservation easement, and other necessary measures to protect or enhance critical eagle nesting habitat.
 - f. Techniques to maintain viable nesting habitat. These techniques may include controlled burning, planting, or removal of vegetation, invasive exotic species control, maintaining hydrologic regimes, and monitoring.
 - g. Deed restrictions, protective covenants, easements, or other legal mechanisms running with the land that provide reasonable assurances that the approved management plan will be implemented and followed by all subsequent owners of the property in question.
 - h. A commitment to educate future owners, tenants, or other users of the development about the specific requirements of the approved eagle management plan and the state and federal eagle protection laws.
- (5) The legal effect of management plans will be limited geographically to property owned or controlled by the proponent of the plan.
 - (6) In determining whether the proposed project and conservation measures protect or enhance eagle habitat in accordance with this article and the Bonita Plan, environmental sciences staff will consider the intensity of the proposed and existing development, quality of habitat, behavior of the specific nesting eagles, extent of measures proposed in the eagle management plan, and the consistency with the guidelines promulgated by FWC and the USFWS in the review of management plans and may request technical assistance from the FWC or the USFWS whenever necessary. This review will be the basis of staff recommendation to the city council.
 - (7) An approved management plan will remain effective, notwithstanding the abandonment of a nest, unless the abandonment occurs prior to the use of any incentives (see section 7-80) and the property owner relinquishes the incentives by amending the development order or taking other appropriate action.

(Ord. No. 10-05, § 1(7-119), 6-2-2010)

Sec. 7-80. - Compensation incentives for protection of critical eagle nesting habitat.

If the city council elects not to acquire a critical eagle nesting habitat, then the city may permit all or some of the following special compensation benefits as incentives to the developer or property owner for the purpose of protecting critical eagle nesting habitat in exchange for the property owner's agreement to institute mechanisms for protection or enhancement of critical eagle nesting habitat on the property:

- (1) For a buffer area of 330 feet in radius or an approximate equivalent acreage, minimum, the following benefits will be granted:
 - a. The property owner will be allowed to transfer density from within the buffer area to designated upland areas within the subject property at the same density permitted for the property as determined through the residential planned development process. For a buffer

area, or portion thereof, composed of wetlands, an internal transfer of one development right per five acres will apply.

- b. The property owner will be allowed priority review and processing of zoning and development applications for the subject property and, if applicable, one other parcel under unified control.
- (2) For a buffer area of 660 feet in radius or an approximate equivalent acreage, the following benefits, in addition to those set forth in subsection (1) of this section, may be granted:
- a. The city will establish an account to pay community development the zoning application fee on the subject property;
 - b. The city will establish an account to pay community development building permit application fees on the subject property;
 - c. The city will establish an account to pay community development review-related fees on the subject property; and
 - d. The eagle preserve will be available to offset any indigenous preserve or open space requirement at a ratio of 1.5:1 (1.5 acre of indigenous preserve or open space area is offset by each acre of eagle preserve); provided, however, that such incentive has not already been applied in accordance with section 3-417(b)(3) or 3-456(e).
- (3) For a buffer area of 750 feet in radius, or an approximate equivalent acreage, the following benefits, in addition to those set forth in subsections (1) and (2) of this section, will be granted: The city will provide a credit against regional park impact fees on the subject property, and if applicable, one other parcel under unified control located within the same regional park impact fee district. In no event will the credit towards regional park impact fee exceed the appraised value of the dedicated land.
- (4) In order to receive the benefits mentioned in this section, the buffer areas must be designated as critical eagle nesting habitat and must be conveyed to the city by either warranty deed or by dedication of a perpetual conservation easement.
- (5) In no event will the amount of fees waived or credited set forth in subsections (2) and (3) of this section exceed twice the appraised value of the buffer area conveyed to the county. The appraised value will be based on two current documented appraisals of the fair market value or sales price of the land. Appraisals must be prepared by qualified appraisers and are subject to approval by the city manager.
- (6) City council may by resolution establish an advisory board to provide input on any incentive plan.

(Ord. No. 10-05, § 1(7-120), 6-2-2010)

Secs. 7-81—7-103. - Reserved.

NATIONAL BALD EAGLE MANAGEMENT GUIDELINES

U.S. Fish and Wildlife Service

May 2007

TABLE OF CONTENTS

INTRODUCTION	1
LEGAL PROTECTIONS FOR THE BALD EAGLE	2
The Bald and Golden Eagle Protection Act.....	2
The Migratory Bird Treaty Act	3
State laws and regulations	3
Where do bald eagles nest?	4
When do bald eagles nest?	5
Chronology of typical reproductive activities of bald eagles in the United States.....	6
How many chicks do bald eagles raise?	7
What do bald eagles eat?.....	7
The impact of human activity on nesting bald eagles.....	7
The impact of human activity on foraging and roosting bald eagles	8
RECOMMENDATIONS FOR AVOIDING DISTURBANCE AT NEST SITES.....	9
Existing Uses	10
ACTIVITY-SPECIFIC GUIDELINES.....	10
Alternate nests.....	11
Temporary Impacts	11
RECOMMENDATIONS FOR AVOIDING DISTURBANCE AT FORAGING AREAS AND COMMUNAL ROOST SITES.....	14
ADDITIONAL RECOMMENDATIONS TO BENEFIT BALD EAGLES.....	15
CONTACTS	16
GLOSSARY	17
RELATED LITERATURE.....	19

INTRODUCTION

The bald eagle (*Haliaeetus leucocephalus*) is protected by the Bald and Golden Eagle Protection Act (Eagle Act) and the Migratory Bird Treaty Act (MBTA). The MBTA and the Eagle Act protect bald eagles from a variety of harmful actions and impacts. The U.S. Fish and Wildlife Service (Service) developed these National Bald Eagle Management Guidelines to advise landowners, land managers, and others who share public and private lands with bald eagles when and under what circumstances the protective provisions of the Eagle Act may apply to their activities. A variety of human activities can potentially interfere with bald eagles, affecting their ability to forage, nest, roost, breed, or raise young. The Guidelines are intended to help people minimize such impacts to bald eagles, particularly where they may constitute “disturbance,” which is prohibited by the Eagle Act.

The Guidelines are intended to:

- (1) Publicize the provisions of the Eagle Act that continue to protect bald eagles, in order to reduce the possibility that people will violate the law,
- (2) Advise landowners, land managers and the general public of the potential for various human activities to disturb bald eagles, and
- (3) Encourage additional nonbinding land management practices that benefit bald eagles (see Additional Recommendations section).

While the Guidelines include general recommendations for land management practices that will benefit bald eagles, the document is intended primarily as a tool for landowners and planners who seek information and recommendations regarding how to avoid disturbing bald eagles. Many States and some tribal entities have developed state-specific management plans, regulations, and/or guidance for landowners and land managers to protect and enhance bald eagle habitat, and we encourage the continued development and use of these planning tools to benefit bald eagles.

Adherence to the Guidelines herein will benefit individuals, agencies, organizations, and companies by helping them avoid violations of the law. However, the Guidelines themselves are not law. Rather, they are recommendations based on several decades of behavioral observations, science, and conservation measures to avoid or minimize adverse impacts to bald eagles.

The U.S. Fish and Wildlife Service strongly encourages adherence to these guidelines to ensure that bald and golden eagle populations will continue to be sustained. The Service realizes there may be impacts to some birds even if all reasonable measures are taken to avoid such impacts. Although it is not possible to absolve individuals and entities from liability under the Eagle Act or the MBTA, the Service exercises enforcement discretion to focus on those individuals, companies, or agencies that take migratory birds without regard for the consequences of their actions and the law, especially when conservation measures, such as these Guidelines, are available, but have not been implemented. The Service will prioritize its enforcement efforts to focus on those individuals or entities who take bald eagles or their parts, eggs, or nests without implementing appropriate measures recommended by the Guidelines.

The Service intends to pursue the development of regulations that would authorize, under limited circumstances, the use of permits if “take” of an eagle is anticipated but unavoidable. Additionally, if the bald eagle is delisted, the Service intends to provide a regulatory mechanism to honor existing (take) authorizations under the Endangered Species Act (ESA).

During the interim period until the Service completes a rulemaking for permits under the Eagle Act, the Service does not intend to refer for prosecution the incidental “take” of any bald eagle under the MBTA or Eagle Act, if such take is in full compliance with the terms and conditions of an incidental take statement issued to the action agency or applicant under the authority of section 7(b)(4) of the ESA or a permit issued under the authority of section 10(a)(1)(B) of the ESA.

The Guidelines are applicable throughout the United States, including Alaska. The primary purpose of these Guidelines is to provide information that will minimize or prevent violations only of *Federal* laws governing bald eagles. In addition to Federal laws, many states and some smaller jurisdictions and tribes have additional laws and regulations protecting bald eagles. In some cases those laws and regulations may be more protective (restrictive) than these Federal guidelines. If you are planning activities that may affect bald eagles, we therefore recommend that you contact both your nearest U.S. Fish and Wildlife Service Field Office (see the contact information on p.16) and your state wildlife agency for assistance.

LEGAL PROTECTIONS FOR THE BALD EAGLE

The Bald and Golden Eagle Protection Act

The Eagle Act (16 U.S.C. 668-668c), enacted in 1940, and amended several times since then, prohibits anyone, without a permit issued by the Secretary of the Interior, from “taking” bald eagles, including their parts, nests, or eggs. The Act provides criminal and civil penalties for persons who “take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald eagle ... [or any golden eagle], alive or dead, or any part, nest, or egg thereof.” The Act defines “take” as “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb.” “Disturb” means:

“Disturb means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.”

In addition to immediate impacts, this definition also covers impacts that result from human-induced alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagle=s return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment.

A violation of the Act can result in a criminal fine of \$100,000 (\$200,000 for organizations), imprisonment for one year, or both, for a first offense. Penalties increase substantially for additional offenses, and a second violation of this Act is a felony.

The Migratory Bird Treaty Act

The MBTA (16 U.S.C. 703-712), prohibits the taking of any migratory bird or any part, nest, or egg, except as permitted by regulation. The MBTA was enacted in 1918; a 1972 agreement supplementing one of the bilateral treaties underlying the MBTA had the effect of expanding the scope of the Act to cover bald eagles and other raptors. Implementing regulations define “take” under the MBTA as “pursue, hunt, shoot, wound, kill, trap, capture, possess, or collect.”

Copies of the Eagle Act and the MBTA are available at: <http://permits.fws.gov/ltr/ltr.shtml>.

State laws and regulations

Most states have their own regulations and/or guidelines for bald eagle management. Some states may continue to list the bald eagle as endangered, threatened, or of special concern. If you plan activities that may affect bald eagles, we urge you to familiarize yourself with the regulations and/or guidelines that apply to bald eagles in your state. Your adherence to the Guidelines herein does not ensure that you are in compliance with state laws and regulations because state regulations can be more specific and/or restrictive than these Guidelines.

NATURAL HISTORY OF THE BALD EAGLE

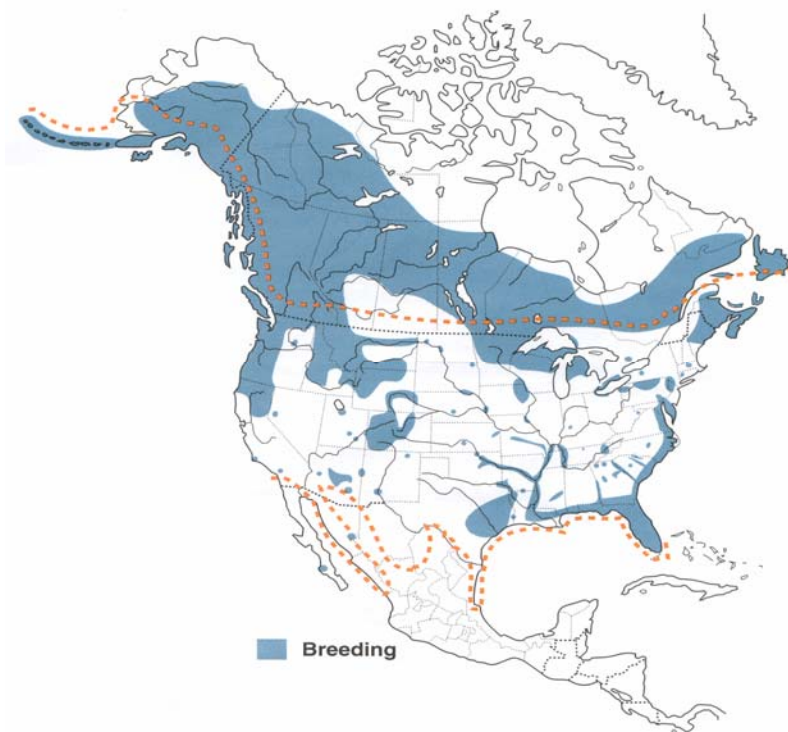
Bald eagles are a North American species that historically occurred throughout the contiguous United States and Alaska. After severely declining in the lower 48 States between the 1870s and the 1970s, bald eagles have rebounded and re-established breeding territories in each of the lower 48 states. The largest North American breeding populations are in Alaska and Canada, but there are also significant bald eagle populations in Florida, the Pacific Northwest, the Greater Yellowstone area, the Great Lakes states, and the Chesapeake Bay region. Bald eagle distribution varies seasonally. Bald eagles that nest in southern latitudes frequently move northward in late spring and early summer, often summering as far north as Canada. Most eagles that breed at northern latitudes migrate southward during winter, or to coastal areas where waters remain unfrozen. Migrants frequently concentrate in large numbers at sites where food is abundant and they often roost together communally. In some cases, concentration areas are used year-round: in summer by southern eagles and in winter by northern eagles.

Juvenile bald eagles have mottled brown and white plumage, gradually acquiring their dark brown body and distinctive white head and tail as they mature. Bald eagles generally attain adult plumage by 5 years of age. Most are capable of breeding at 4 or 5 years of age, but in healthy populations they may not start breeding until much older. Bald eagles may live 15 to 25 years in the wild. Adults weigh 8 to 14 pounds (occasionally reaching 16 pounds in Alaska) and have wingspans of 5 to 8 feet. Those in the northern range are larger than those in the south, and females are larger than males.

Where do bald eagles nest?

Breeding bald eagles occupy “territories,” areas they will typically defend against intrusion by other eagles. In addition to the active nest, a territory may include one or more alternate nests (nests built or maintained by the eagles but not used for nesting in a given year). The Eagle Act prohibits removal or destruction of both active and alternate bald eagle nests. Bald eagles exhibit high nest site fidelity and nesting territories are often used year after year. Some territories are known to have been used continually for over half a century.

Bald eagles generally nest near coastlines, rivers, large lakes or streams that support an adequate food supply. They often nest in mature or old-growth trees; snags (dead trees); cliffs; rock promontories; rarely on the ground; and with increasing frequency on human-made structures such as power poles and communication towers. In forested areas, bald eagles often select the tallest trees with limbs strong enough to support a nest that can weigh more than 1,000 pounds. Nest sites typically include at least one perch with a clear view of the water where the eagles usually forage. Shoreline trees or snags located in reservoirs provide the visibility and accessibility needed to locate aquatic prey. Eagle nests are constructed with large sticks, and may be lined with moss, grass, plant stalks, lichens, seaweed, or sod. Nests are usually about 4-6 feet in diameter and 3 feet deep, although larger nests exist.



Copyright *Birds of North America*, 2000

The range of breeding bald eagles in 2000 (shaded areas). This map shows only the larger concentrations of nests; eagles have continued to expand into additional nesting territories in many states. The dotted line represents the bald eagle's wintering range.

When do bald eagles nest?

Nesting activity begins several months before egg-laying. Egg-laying dates vary throughout the U.S., ranging from October in Florida, to late April or even early May in the northern United States. Incubation typically lasts 33-35 days, but can be as long as 40 days. Eaglets make their first unsteady flights about 10 to 12 weeks after hatching, and fledge (leave their nests) within a few days after that first flight. However, young birds usually remain in the vicinity of the nest for several weeks after fledging because they are almost completely dependent on their parents for food until they disperse from the nesting territory approximately 6 weeks later.

The bald eagle breeding season tends to be longer in the southern U.S., and re-nesting following an unsuccessful first nesting attempt is more common there as well. The following table shows the timing of bald eagle breeding seasons in different regions of the country. The table represents the range of time within which the majority of nesting activities occur in each region and does not apply to any specific nesting pair. Because the timing of nesting activities may vary within a given region, you should contact the nearest U.S. Fish and Wildlife Service Field Office (see page 16) and/or your state wildlife conservation agency for more specific information on nesting chronology in your area.

Chronology of typical reproductive activities of bald eagles in the United States.

Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.
SOUTHEASTERN U.S. (FL, GA, SC, NC, AL, MS, LA, TN, KY, AR, eastern 2 of TX)											
Nest Building											
		Egg Laying/Incubation									
			Hatching/Rearing Young								
					Fledging Young						
CHESAPEAKE BAY REGION (NC, VA, MD, DE, southern 2 of NJ, eastern 2 of PA, panhandle of WV)											
		Nest Building									
				Egg Laying/Incubation							
					Hatching/Rearing Young						
								Fledging Young			
NORTHERN U.S. (ME, NH, MA, RI, CT, NY, northern 2 of NJ, western 2 of PA, OH, WV exc. panhandle, IN, IL, MI, WI, MN, IA, MO, ND, SD, NB, KS, CO, UT)											
			Nest Building								
					Egg Laying/Incubation						
						Hatching/Rearing Young					
								Fledging Young			
PACIFIC REGION (WA, OR, CA, ID, MT, WY, NV)											
				Nest Building							
					Egg Laying/Incubation						
						Hatching/Rearing Young					
								Fledging Young			
SOUTHWESTERN U.S. (AZ, NM, OK panhandle, western 2 of TX)											
		Nest Building									
				Egg Laying/Incubation							
					Hatching/Rearing Young						
								Fledging Young			
ALASKA											
					Nest Building						
							Egg Laying/Incubation				
								Hatching/Rearing Young			
Ing Young											Fledg-
Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.

How many chicks do bald eagles raise?

The number of eagle eggs laid will vary from 1-3, with 1-2 eggs being the most common. Only one eagle egg is laid per day, although not always on successive days. Hatching of young occurs on different days with the result that chicks in the same nest are sometimes of unequal size. The overall national fledging rate is approximately one chick per nest, annually, which results in a healthy expanding population.

What do bald eagles eat?

Bald eagles are opportunistic feeders. Fish comprise much of their diet, but they also eat waterfowl, shorebirds/colonial waterbirds, small mammals, turtles, and carrion. Because they are visual hunters, eagles typically locate their prey from a conspicuous perch, or soaring flight, then swoop down and strike. Wintering bald eagles often congregate in large numbers along streams to feed on spawning salmon or other fish species, and often gather in large numbers in areas below reservoirs, especially hydropower dams, where fish are abundant. Wintering eagles also take birds from rafts of ducks at reservoirs and rivers, and congregate on melting ice shelves to scavenge dead fish from the current or the soft melting ice. Bald eagles will also feed on carcasses along roads, in landfills, and at feedlots.

During the breeding season, adults carry prey to the nest to feed the young. Adults feed their chicks by tearing off pieces of food and holding them to the beaks of the eaglets. After fledging, immature eagles are slow to develop hunting skills, and must learn to locate reliable food sources and master feeding techniques. Young eagles will congregate together, often feeding upon easily acquired food such as carrion and fish found in abundance at the mouths of streams and shallow bays and at landfills.

The impact of human activity on nesting bald eagles

During the breeding season, bald eagles are sensitive to a variety of human activities. However, not all bald eagle pairs react to human activities in the same way. Some pairs nest successfully just dozens of yards from human activity, while others abandon nest sites in response to activities much farther away. This variability may be related to a number of factors, including visibility, duration, noise levels, extent of the area affected by the activity, prior experiences with humans, and tolerance of the individual nesting pair. The relative sensitivity of bald eagles during various stages of the breeding season is outlined in the following table.

Nesting Bald Eagle Sensitivity to Human Activities

Phase	Activity	Sensitivity to Human Activity	Comments
I	Courtship and Nest Building	Most sensitive period; likely to respond negatively	Most critical time period. Disturbance is manifested in nest abandonment. Bald eagles in newly established territories are more prone to abandon nest sites.
II	Egg laying	Very sensitive period	Human activity of even limited duration may cause nest desertion and abandonment of territory for the breeding season.
III	Incubation and early nestling period (up to 4 weeks)	Very sensitive period	Adults are less likely to abandon the nest near and after hatching. However, flushed adults leave eggs and young unattended; eggs are susceptible to cooling, loss of moisture, overheating, and predation; young are vulnerable to elements.
IV	Nestling period, 4 to 8 weeks	Moderately sensitive period	Likelihood of nest abandonment and vulnerability of the nestlings to elements somewhat decreases. However, nestlings may miss feedings, affecting their survival.
V	Nestlings 8 weeks through fledging	Very sensitive period	Gaining flight capability, nestlings 8 weeks and older may flush from the nest prematurely due to disruption and die.

If agitated by human activities, eagles may inadequately construct or repair their nest, may expend energy defending the nest rather than tending to their young, or may abandon the nest altogether. Activities that cause prolonged absences of adults from their nests can jeopardize eggs or young. Depending on weather conditions, eggs may overheat or cool too much and fail to hatch. Unattended eggs and nestlings are subject to predation. Young nestlings are particularly vulnerable because they rely on their parents to provide warmth or shade, without which they may die as a result of hypothermia or heat stress. If food delivery schedules are interrupted, the young may not develop healthy plumage, which can affect their survival. In addition, adults startled while incubating or brooding young may damage eggs or injure their young as they abruptly leave the nest. Older nestlings no longer require constant attention from the adults, but they may be startled by loud or intrusive human activities and prematurely jump from the nest before they are able to fly or care for themselves. Once fledged, juveniles range up to ¼ mile from the nest site, often to a site with minimal human activity. During this period, until about six weeks after departure from the nest, the juveniles still depend on the adults to feed them.

The impact of human activity on foraging and roosting bald eagles

Disruption, destruction, or obstruction of roosting and foraging areas can also negatively affect bald eagles. Disruptive activities in or near eagle foraging areas can interfere with feeding, reducing chances of survival. Interference with feeding can also result in reduced productivity (number of young successfully fledged). Migrating and wintering bald eagles often congregate at specific sites for purposes of feeding and sheltering. Bald eagles rely on established roost sites because of their proximity to sufficient food sources. Roost sites are usually in mature trees where the eagles are somewhat sheltered from the wind and weather. Human activities near or within communal roost sites may prevent eagles

from feeding or taking shelter, especially if there are not other undisturbed and productive feeding and roosting sites available. Activities that permanently alter communal roost sites and important foraging areas can altogether eliminate the elements that are essential for feeding and sheltering eagles.

Where a human activity agitates or bothers roosting or foraging bald eagles to the degree that causes injury or substantially interferes with breeding, feeding, or sheltering behavior and causes, or is likely to cause, a loss of productivity or nest abandonment, the conduct of the activity constitutes a violation of the Eagle Act's prohibition against disturbing eagles. The circumstances that might result in such an outcome are difficult to predict without detailed site-specific information. If your activities may disturb roosting or foraging bald eagles, you should contact your local Fish and Wildlife Service Field Office (see page 16) for advice and recommendations for how to avoid such disturbance.

RECOMMENDATIONS FOR AVOIDING DISTURBANCE AT NEST SITES

In developing these Guidelines, we relied on existing state and regional bald eagle guidelines, scientific literature on bald eagle disturbance, and recommendations of state and Federal biologists who monitor the impacts of human activity on eagles. Despite these resources, uncertainties remain regarding the effects of many activities on eagles and how eagles in different situations may or may not respond to certain human activities. The Service recognizes this uncertainty and views the collection of better biological data on the response of eagles to disturbance as a high priority. To the extent that resources allow, the Service will continue to collect data on responses of bald eagles to human activities conducted according to the recommendations within these Guidelines to ensure that adequate protection from disturbance is being afforded, and to identify circumstances where the Guidelines might be modified. These data will be used to make future adjustments to the Guidelines.

To avoid disturbing nesting bald eagles, we recommend (1) keeping a distance between the activity and the nest (distance buffers), (2) maintaining preferably forested (or natural) areas between the activity and around nest trees (landscape buffers), and (3) avoiding certain activities during the breeding season. The buffer areas serve to minimize visual and auditory impacts associated with human activities near nest sites. Ideally, buffers would be large enough to protect existing nest trees and provide for alternative or replacement nest trees.

The size and shape of effective buffers vary depending on the topography and other ecological characteristics surrounding the nest site. In open areas where there are little or no forested or topographical buffers, such as in many western states, distance alone must serve as the buffer. Consequently, in open areas, the distance between the activity and the nest may need to be larger than the distances recommended under Categories A and B of these guidelines (pg. 12) if no landscape buffers are present. The height of the nest above the ground may also ameliorate effects of human activities; eagles at higher nests may be less prone to disturbance.

In addition to the physical features of the landscape and nest site, the appropriate size for the distance buffer may vary according to the historical tolerances of eagles to human activities in particular localities, and may also depend on the location of the nest in relation

to feeding and roosting areas used by the eagles. Increased competition for nest sites may lead bald eagles to nest closer to human activity (and other eagles).

Seasonal restrictions can prevent the potential impacts of many shorter-term, obtrusive activities that do not entail landscape alterations (e.g. fireworks, outdoor concerts). In proximity to the nest, these kinds of activities should be conducted only outside the breeding season. For activities that entail both short-term, obtrusive characteristics and more permanent impacts (e.g., building construction), we recommend a combination of both approaches: retaining a landscape buffer *and* observing seasonal restrictions.

For assistance in determining the appropriate size and configuration of buffers or the timing of activities in the vicinity of a bald eagle nest, we encourage you to contact the nearest U.S. Fish and Wildlife Service Field Office (see page 16).

Existing Uses

Eagles are unlikely to be disturbed by routine use of roads, homes, and other facilities where such use pre-dates the eagles' successful nesting activity in a given area. Therefore, in most cases *ongoing* existing uses may proceed with the same intensity with little risk of disturbing bald eagles. However, some *intermittent, occasional, or irregular* uses that pre-date eagle nesting in an area may disturb bald eagles. For example: a pair of eagles may begin nesting in an area and subsequently be disturbed by activities associated with an annual outdoor flea market, even though the flea market has been held annually at the same location. In such situations, human activity should be adjusted or relocated to minimize potential impacts on the nesting pair.

ACTIVITY-SPECIFIC GUIDELINES

The following section provides the Service's management recommendations for avoiding bald eagle disturbance as a result of new or intermittent activities proposed in the vicinity of bald eagle nests. Activities are separated into 8 categories (A – H) based on the nature and magnitude of impacts to bald eagles that usually result from the type of activity. Activities with similar or comparable impacts are grouped together.

In most cases, impacts will vary based on the visibility of the activity from the eagle nest and the degree to which similar activities are already occurring in proximity to the nest site. Visibility is a factor because, in general, eagles are more prone to disturbance when an activity occurs in full view. For this reason, we recommend that people locate activities farther from the nest structure in areas with open vistas, in contrast to areas where the view is shielded by rolling topography, trees, or other screening factors. The recommendations also take into account the existence of similar activities in the area because the continued presence of nesting bald eagles in the vicinity of the existing activities indicates that the eagles in that area can tolerate a greater degree of human activity than we can generally expect from eagles in areas that experience fewer human impacts. To illustrate how these factors affect the likelihood of disturbing eagles, we have incorporated the recommendations for some activities into a table (categories A and B).

First, determine which category your activity falls into (between categories A – H). If the activity you plan to undertake is not specifically addressed in these guidelines, follow the recommendations for the most similar activity represented.

If your activity is under A or B, our recommendations are in table form. The vertical axis shows the degree of visibility of the activity from the nest. The horizontal axis (header row) represents the degree to which similar activities are ongoing in the vicinity of the nest. Locate the row that best describes how visible your activity will be from the eagle nest. Then, choose the column that best describes the degree to which similar activities are ongoing in the vicinity of the eagle nest. The box where the column and row come together contains our management recommendations for how far you should locate your activity from the nest to avoid disturbing the eagles. The numerical distances shown in the tables are the closest the activity should be conducted relative to the nest. In some cases we have included additional recommendations (other than recommended *distance* from the nest) you should follow to help ensure that your activity will not disturb the eagles.

Alternate nests

For activities that entail permanent landscape alterations that may result in bald eagle disturbance, these recommendations apply to both active and alternate bald eagle nests. Disturbance becomes an issue with regard to alternate nests if eagles return for breeding purposes and react to land use changes that occurred while the nest was inactive. The likelihood that an alternate nest will again become active decreases the longer it goes unused. If you plan activities in the vicinity of an alternate bald eagle nest and have information to show that the nest has not been active during the preceding 5 breeding seasons, the recommendations provided in these guidelines for avoiding disturbance around the nest site may no longer be warranted. The nest itself remains protected by other provisions of the Eagle Act, however, and may not be destroyed.

If special circumstances exist that make it unlikely an inactive nest will be reused before 5 years of disuse have passed, and you believe that the probability of reuse is low enough to warrant disregarding the recommendations for avoiding disturbance, you should be prepared to provide all the reasons for your conclusion, including information regarding past use of the nest site. Without sufficient documentation, you should continue to follow these guidelines when conducting activities around the nest site. If we are able to determine that it is unlikely the nest will be reused, we may advise you that the recommendations provided in these guidelines for avoiding disturbance are no longer necessary around that nest site.

This guidance is intended to minimize disturbance, as defined by Federal regulation. In addition to Federal laws, most states and some tribes and smaller jurisdictions have additional laws and regulations protecting bald eagles. In some cases those laws and regulations may be more protective (restrictive) than these Federal guidelines.

Temporary Impacts

For activities that have temporary impacts, such as the use of loud machinery, fireworks displays, or summer boating activities, we recommend seasonal restrictions. These types of activities can generally be carried out outside of the breeding season without causing disturbance. The recommended restrictions for these types of activities can be lifted for alternate nests within a particular territory, including nests that were attended during the current breeding season but not used to raise young, after eggs laid in another nest within the territory have hatched (depending on the distance between the alternate nest and the active nest).

In general, activities should be kept as far away from nest trees as possible; loud and disruptive activities should be conducted when eagles are not nesting; and activity between the nest and the nearest foraging area should be minimized. If the activity you plan to undertake is not specifically addressed in these guidelines, follow the recommendations for the most similar activity addressed, or contact your local U.S. Fish and Wildlife Service Field Office for additional guidance.

If you believe that special circumstances apply to your situation that increase or diminish the likelihood of bald eagle disturbance, or if it is not possible to adhere to the guidelines, you should contact your local Service Field Office for further guidance.

Category A:

Building construction, 1 or 2 story, with project footprint of ½ acre or less.
Construction of roads, trails, canals, power lines, and other linear utilities.
Agriculture and aquaculture – new or expanded operations.
Alteration of shorelines or wetlands.
Installation of docks or moorings.
Water impoundment.

Category B:

Building construction, 3 or more stories.
Building construction, 1 or 2 story, with project footprint of more than ½ acre.
Installation or expansion of marinas with a capacity of 6 or more boats.
Mining and associated activities.
Oil and natural gas drilling and refining and associated activities.

	<i>If there is no similar activity within 1 mile of the nest</i>	<i>If there is similar activity closer than 1 mile from the nest</i>
<i>If the activity will be visible from the nest</i>	660 feet. Landscape buffers are recommended.	660 feet, or as close as existing tolerated activity of similar scope. Landscape buffers are recommended.
<i>If the activity will not be visible from the nest</i>	Category A: 330 feet. Clearing, external construction, and landscaping between 330 feet and 660 feet should be done outside breeding season. Category B: 660 feet.	330 feet, or as close as existing tolerated activity of similar scope. Clearing, external construction and landscaping within 660 feet should be done outside breeding season.

The numerical distances shown in the table are the closest the activity should be conducted relative to the nest.

Category C. Timber Operations and Forestry Practices

- Avoid clear cutting or removal of overstory trees within 330 feet of the nest at any time.
- Avoid timber harvesting operations, including road construction and chain saw and yarding operations, during the breeding season within 660 feet of the nest. The distance may be decreased to 330 feet around alternate nests within a particular territory, including nests that were attended during the current breeding season but not used to raise young, after eggs laid in another nest within the territory have hatched.
- Selective thinning and other silviculture management practices designed to conserve or enhance habitat, including prescribed burning close to the nest tree, should be undertaken outside the breeding season. Precautions such as raking leaves and woody debris from around the nest tree should be taken to prevent crown fire or fire climbing the nest tree. If it is determined that a burn during the breeding season would be beneficial, then, to ensure that no take or disturbance will occur, these activities should be conducted only when neither adult eagles nor young are present at the nest tree (i.e., at the beginning of, or end of, the breeding season, either before the particular nest is active or after the young have fledged from that nest). Appropriate Federal and state biologists should be consulted before any prescribed burning is conducted during the breeding season.
- Avoid construction of log transfer facilities and in-water log storage areas within 330 feet of the nest.

Category D. Off-road vehicle use (including snowmobiles). No buffer is necessary around nest sites outside the breeding season. During the breeding season, do not operate off-road vehicles within 330 feet of the nest. In open areas, where there is increased visibility and exposure to noise, this distance should be extended to 660 feet.

Category E. Motorized Watercraft use (including jet skis/personal watercraft). No buffer is necessary around nest sites outside the breeding season. During the breeding season, within 330 feet of the nest, (1) do not operate jet skis (personal watercraft), and (2) avoid concentrations of noisy vessels (e.g., commercial fishing boats and tour boats), except where eagles have demonstrated tolerance for such activity. Other motorized boat traffic passing within 330 feet of the nest should attempt to minimize trips and avoid stopping in the area where feasible, particularly where eagles are unaccustomed to boat traffic. Buffers for airboats should be larger than 330 feet due to the increased noise they generate, combined with their speed, maneuverability, and visibility.

Category F. Non-motorized recreation and human entry (e.g., hiking, camping, fishing, hunting, birdwatching, kayaking, canoeing). No buffer is necessary around nest sites outside the breeding season. If the activity will be visible or highly audible from the nest, maintain a 330-foot buffer during the breeding season, particularly where eagles are unaccustomed to such activity.

Category G. Helicopters and fixed-wing aircraft.

Except for authorized biologists trained in survey techniques, avoid operating aircraft within 1,000 feet of the nest during the breeding season, except where eagles have demonstrated tolerance for such activity.

Category H. Blasting and other loud, intermittent noises.

Avoid blasting and other activities that produce extremely loud noises within 1/2 mile of active nests, unless greater tolerance to the activity (or similar activity) has been demonstrated by the eagles in the nesting area. This recommendation applies to the use of fireworks classified by the Federal Department of Transportation as Class B explosives, which includes the larger fireworks that are intended for licensed public display.

RECOMMENDATIONS FOR AVOIDING DISTURBANCE AT FORAGING AREAS AND COMMUNAL ROOST SITES

1. Minimize potentially disruptive activities and development in the eagles' direct flight path between their nest and roost sites and important foraging areas.
2. Locate long-term and permanent water-dependent facilities, such as boat ramps and marinas, away from important eagle foraging areas.
3. Avoid recreational and commercial boating and fishing near critical eagle foraging areas during peak feeding times (usually early to mid-morning and late afternoon), except where eagles have demonstrated tolerance to such activity.
4. Do not use explosives within ½ mile (or within 1 mile in open areas) of communal roosts when eagles are congregating, without prior coordination with the U.S. Fish and Wildlife Service and your state wildlife agency.
5. Locate aircraft corridors no closer than 1,000 feet vertical or horizontal distance from communal roost sites.

ADDITIONAL RECOMMENDATIONS TO BENEFIT BALD EAGLES

The following are additional management practices that landowners and planners can exercise for added benefit to bald eagles.

1. Protect and preserve potential roost and nest sites by retaining mature trees and old growth stands, particularly within ½ mile from water.
2. Where nests are blown from trees during storms or are otherwise destroyed by the elements, continue to protect the site in the absence of the nest for up to three (3) complete breeding seasons. Many eagles will rebuild the nest and reoccupy the site.
3. To avoid collisions, site wind turbines, communication towers, and high voltage transmission power lines away from nests, foraging areas, and communal roost sites.
4. Employ industry-accepted best management practices to prevent birds from colliding with or being electrocuted by utility lines, towers, and poles. If possible, bury utility lines in important eagle areas.
5. Where bald eagles are likely to nest in human-made structures (e.g., cell phone towers) and such use could impede operation or maintenance of the structures or jeopardize the safety of the eagles, equip the structures with either (1) devices engineered to discourage bald eagles from building nests, or (2) nesting platforms that will safely accommodate bald eagle nests without interfering with structure performance.
6. Immediately cover carcasses of euthanized animals at landfills to protect eagles from being poisoned.
7. Do not intentionally feed bald eagles. Artificially feeding bald eagles can disrupt their essential behavioral patterns and put them at increased risk from power lines, collision with windows and cars, and other mortality factors.
8. Use pesticides, herbicides, fertilizers, and other chemicals only in accordance with Federal and state laws.
9. Monitor and minimize dispersal of contaminants associated with hazardous waste sites (legal or illegal), permitted releases, and runoff from agricultural areas, especially within watersheds where eagles have shown poor reproduction or where bioaccumulating contaminants have been documented. These factors present a risk of contamination to eagles and their food sources.

CONTACTS

The following U.S. Fish and Wildlife Service Field Offices provide technical assistance on bald eagle management:

<u>Alabama</u>	Daphne	(251) 441-5181	<u>New Hampshire</u>	Concord	(603) 223-2541
<u>Alaska</u>	Anchorage	(907) 271-2888	<u>New Jersey</u>	Pleasantville	(609) 646-9310
	Fairbanks	(907) 456-0203	<u>New Mexico</u>	Albuquerque	(505) 346-2525
	Juneau	(907) 780-1160	<u>New York</u>	Cortland	(607) 753-9334
<u>Arizona</u>	Phoenix	(602) 242-0210		Long Island	(631) 776-1401
<u>Arkansas</u>	Conway	(501) 513-4470	<u>North Carolina</u>	Raleigh	(919) 856-4520
<u>California</u>	Arcata	(707) 822-7201		Asheville	(828) 258-3939
	Barstow	(760) 255-8852	<u>North Dakota</u>	Bismarck	(701) 250-4481
	Carlsbad	(760) 431-9440	<u>Ohio</u>	Reynoldsburg	(614) 469-6923
	Red Bluff	(530) 527-3043	<u>Oklahoma</u>	Tulsa	(918) 581-7458
	Sacramento	(916) 414-6000	<u>Oregon</u>	Bend	(541) 383-7146
	Stockton	(209) 946-6400		Klamath Falls	(541) 885-8481
	Ventura	(805) 644-1766		La Grande	(541) 962-8584
	Yreka	(530) 842-5763		Newport	(541) 867-4558
<u>Colorado</u>	Lakewood	(303) 275-2370		Portland	(503) 231-6179
	Grand Junction	(970) 243-2778		Roseburg	(541) 957-3474
<u>Connecticut</u>	(See New Hampshire)		<u>Pennsylvania</u>	State College	(814) 234-4090
<u>Delaware</u>	(See Maryland)		<u>Rhode Island</u>	(See New Hampshire)	
<u>Florida</u>	Panama City	(850) 769-0552	<u>South Carolina</u>	Charleston	(843) 727-4707
	Vero Beach	(772) 562-3909	<u>South Dakota</u>	Pierre	(605) 224-8693
	Jacksonville	(904) 232-2580	<u>Tennessee</u>	Cookeville	(931) 528-6481
<u>Georgia</u>	Athens	(706) 613-9493	<u>Texas</u>	Clear Lake	(281) 286-8282
	Brunswick	(912) 265-9336	<u>Utah</u>	West Valley City	(801) 975-3330
	Columbus	(706) 544-6428	<u>Vermont</u>	(See New Hampshire)	
<u>Idaho</u>	Boise	(208) 378-5243	<u>Virginia</u>	Gloucester	(804) 693-6694
	Chubbuck	(208) 237-6975	<u>Washington</u>	Lacey	(306) 753-9440
<u>Illinois/Iowa</u>	Rock Island	(309) 757-5800		Spokane	(509) 891-6839
<u>Indiana</u>	Bloomington	(812) 334-4261		Wenatchee	(509) 665-3508
<u>Kansas</u>	Manhattan	(785) 539-3474	<u>West Virginia</u>	Elkins	(304) 636-6586
<u>Kentucky</u>	Frankfort	(502) 695-0468	<u>Wisconsin</u>	New Franken	(920) 866-1725
<u>Louisiana</u>	Lafayette	(337) 291-3100	<u>Wyoming</u>	Cheyenne	(307) 772-2374
<u>Maine</u>	Old Town	(207) 827-5938		Cody	(307) 578-5939
<u>Maryland</u>	Annapolis	(410) 573-4573			
<u>Massachusetts</u>	(See New Hampshire)				
<u>Michigan</u>	East Lansing	(517) 351-2555			
<u>Minnesota</u>	Bloomington	(612) 725-3548			
<u>Mississippi</u>	Jackson	(601) 965-4900			
<u>Missouri</u>	Columbia	(573) 234-2132			
<u>Montana</u>	Helena	(405) 449-5225			
<u>Nebraska</u>	Grand Island	(308) 382-6468			
<u>Nevada</u>	Las Vegas	(702) 515-5230			
	Reno	(775) 861-6300			

<u>National Office</u> U.S. Fish and Wildlife Service Division of Migratory Bird Management 4401 North Fairfax Drive, MBSP-4107 Arlington, VA 22203-1610 (703) 358-1714 http://www.fws.gov/migratorybirds

State Agencies

To contact a state wildlife agency, visit the Association of Fish & Wildlife Agencies' website at http://www.fishwildlife.org/where_us.html

GLOSSARY

The definitions below apply to these National Bald Eagle Management Guidelines:

Communal roost sites – Areas where bald eagles gather and perch overnight – and sometimes during the day in the event of inclement weather. Communal roost sites are usually in large trees (live or dead) that are relatively sheltered from wind and are generally in close proximity to foraging areas. These roosts may also serve a social purpose for pair bond formation and communication among eagles. Many roost sites are used year after year.

Disturb – To agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.

In addition to immediate impacts, this definition also covers impacts that result from human-caused alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagle's return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment.

Fledge – To leave the nest and begin flying. For bald eagles, this normally occurs at 10-12 weeks of age.

Fledgling – A juvenile bald eagle that has taken the first flight from the nest but is not yet independent.

Foraging area – An area where eagles feed, typically near open water such as rivers, lakes, reservoirs, and bays where fish and waterfowl are abundant, or in areas with little or no water (i.e., rangelands, barren land, tundra, suburban areas, etc.) where other prey species (e.g., rabbit, rodents) or carrion (such as at landfills) are abundant.

Landscape buffer – A natural or human-made landscape feature that screens eagles from human activity (e.g., strip of trees, hill, cliff, berm, sound wall).

Nest – A structure built, maintained, or used by bald eagles for the purpose of reproduction. An **active** nest is a nest that is attended (built, maintained or used) by a pair of bald eagles during a given breeding season, whether or not eggs are laid. An **alternate** nest is a nest that is not used for breeding by eagles during a given breeding season.

Nest abandonment – Nest abandonment occurs when adult eagles desert or stop attending a nest and do not subsequently return and successfully raise young in that nest for the duration of a breeding season. Nest abandonment can be caused by altering habitat near a nest, even if the alteration occurs prior to the breeding season. Whether the eagles migrate during the non-breeding season, or remain in the area throughout the non-breeding season, nest abandonment can occur at any point between the time the eagles return to the nesting site for the breeding season and the time when all progeny from the breeding season have

dispersed.

Project footprint – The area of land (and water) that will be permanently altered for a development project, including access roads.

Similar scope – In the vicinity of a bald eagle nest, an existing activity is of similar scope to a new activity where the types of impacts to bald eagles are similar in nature, and the impacts of the existing activity are of the same or greater magnitude than the impacts of the potential new activity. Examples: (1) An existing single-story home 200 feet from a nest is similar in scope to an additional single-story home 200 feet from the nest; (2) An existing multi-story, multi-family dwelling 150 feet from a nest has impacts of a greater magnitude than a potential new single-family home 200 feet from the nest; (3) One existing single-family home 200 feet from the nest has impacts of a lesser magnitude than three single-family homes 200 feet from the nest; (4) an existing single-family home 200 feet from a communal roost has impacts of a lesser magnitude than a single-family home 300 feet from the roost but 40 feet from the eagles' foraging area. The existing activities in examples (1) and (2) are of similar scope, while the existing activities in example (3) and (4) are not.

Vegetative buffer – An area surrounding a bald eagle nest that is wholly or largely covered by forest, vegetation, or other natural ecological characteristics, and separates the nest from human activities.

RELATED LITERATURE

Andrew, J.M. and J.A. Mosher. 1981. Bald eagle nest site selection and nesting habitat in Maryland. *Journal of Wildlife Management* 46:382-390.

Anonymous. 1977. Bald Eagle Habitat Management Guidelines, Forest Service – California Region. U.S Forest Service, San Francisco, CA.

Anthony, R.G. 2001. Low productivity of bald eagles on Prince of Wales Island, southeast Alaska. *Journal of Raptor Research* 35:1-8.

Anthony, R.G., R.W. Frenzel, F.B. Isaacs, and M.G. Garrett. 1994. Probable causes of nesting failures in Oregon's bald eagle population. *Wildlife Society Bulletin* 22:576-582.

Anthony, R.G. and F.B. Isaacs. 1989. Characteristics of bald eagle nest sites in Oregon. *Journal of Wildlife Management* 53:148-158.

Arizona Game and Fish Department. 1999. Bald Eagle Conservation Assessment and Strategy (draft).

Avian Power Line Interaction Committee (APLIC). 1996. Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 1996. Edison Electric Institute, Raptor Research Foundation, Washington, D.C.

Bangs, E.E., T.N. Bailey and V.D. Berns. Ecology of nesting bald eagles on the Kenai National Wildlife Refuge, Alaska. (USFWS staff)

Becker, J.M. 2002. Response of wintering bald eagles to industrial construction in southeastern Washington. *Wildlife Society Bulletin* 30:875-878.

Brauning, D.W. and J.D. Hassinger. 2000. Pennsylvania Recovery and Management Plan for the Bald Eagle (draft). Pennsylvania Game Commission. Harrisburg, PA.

Brown, B.T., G.S. Mills, C. Powels, W.A. Russell, G.D. Therres and J.J. Pottie. 1999. The influence of weapons-testing noise on bald eagle behavior. *Journal of Raptor Research* 33:227-232.

Brown, B.T. and L.E. Stevens. 1997. Winter bald eagle distribution is inversely correlated with human activity along the Colorado River, Arizona. *Journal of Raptor Research* 31:7-10.

Buehler, D.A. 2000. Bald Eagle (*Haliaeetus leucocephalus*). In *The Birds of North America*, No. 506 (A. Poole and F. Gill, eds.). The Birds of North America, Inc., Philadelphia, PA.

Buehler, D.A., T.J. Mersmann, J.D. Fraser, and J.K.D. Seegar. 1991. Effects of human activity on bald eagle distribution on the northern Chesapeake Bay. *Journal of Wildlife Management* 55:282-290.

Buehler, D.A., T.J. Mersmann, J.D. Fraser, and J.K.D. Seegar. 1991. Nonbreeding bald eagle communal and solitary roosting behavior and roost habitat on the northern Chesapeake Bay. *Journal of Wildlife Management* 55:273-281.

- Chandler, SK., J.D. Fraser, D.A. Buehler and J.K.D. Seegar. 1995. Perch trees and shoreline development as predictors of bald eagle distribution on the Chesapeake Bay. *Journal of Wildlife Management* 59:325-332.
- Cline, K. 1985. Bald Eagles in the Chesapeake: A Management Guide for Landowners. National Wildlife Federation. Washington, D.C.
- Dell, D.D. and P.J. Zwank. 1986. Impact of a high-voltage transmission line on a nesting pair of southern bald eagles in southeast Louisiana. *Journal of Raptor Research* 20(3/4):117-119.
- Dunwiddie, P.W. and R.C. Kuntz. 2001. Long-term trends of bald eagles in winter on the Skagit River, Washington. *Journal of Wildlife Management* 65(2):290-299.
- Fletcher, R.J. et. al. 1999. Effects of recreational trails on wintering diurnal raptors along riparian corridors in a Colorado grassland. *Journal of Raptor Research* 33(3):233-239.
- Fraser, J.D. 1981. The breeding biology and status of the bald eagle on the Chippewa National Forest. PhD. Dissertation, University of Minnesota.
- Fraser, J.D., LD. Frenzel and J.E. Mathisen. 1985. The impact of human activities on breeding bald eagles in north-central Minnesota. *Journal of Wildlife Management* 49(3):585-592.
- Garrett, M.G., J.W. Watson, and R.G. Anthony. 1993. Bald eagle home range and habitat use in the Columbia River Estuary. *Journal of Wildlife Management* 57(1):19-27.
- Gerrard J.M. and G.R. Bortolotti. 1988. The Bald Eagle: Haunts and Habits of a Wilderness Monarch. Smithsonian Institution Press. Washington, D.C.
- Grier, J.W. 1969. Bald eagle behavior and productivity responses to climbing to nests. *Journal of Wildlife Management* 33:961-966.
- Grier, J.W. and J.E. Guinn. 2003. Bald eagle habitats and responses to human disturbance in Minnesota. Report to the Minnesota Department of Natural Resources.
- Grubb, T.G. 1976. Survey and analysis of bald eagle nesting in western Washington. M.S. thesis, Univ. of Washington, Seattle.
- Grubb, T.G. and R.M. King. 1991. Assessing human disturbance of breeding bald eagles with classification tree models. *Journal of Wildlife Management* 55:500-511.
- Grubb, T.G., W.L. Robinson and W.W. Bowerman. 2002. Effects of watercraft on bald eagles nesting in Voyagers National Park, Minnesota. *Wildlife Society Bulletin* 30:156-161.
- Grubb, T.G. and W.W. Bowerman. 1997. Variations in breeding bald eagle response to jets, light planes and helicopters. *Journal of Raptor Research* 31:213-222.

- Grubb, T.G., W.W. Bowerman, A.J. Bath, J.P. Giesy, D.V.C. Weseloh. 2003. Evaluating Great Lakes bald eagle nesting habitat with Bayesian inference. RMRS-RP-45. U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station, Fort Collins, CO, 10 pp.
- Hansen, J.A. 1977. Population dynamics and night roost requirements of bald eagles wintering in the Nooksack River Valley, WA. Huxley College of Environmental Studies, Western Washington State College, Bellingham, WA. (Problem Series)
- Hansen, J.A., M.V. Stalmaster and J.R. Newman. 1980. Habitat characteristics, function, and destruction of bald eagle communal roosts in western Washington. Huxley college of Environmental Studies, Western Washington University.
- Hunt, W.G., D.E. Driscoll, E.W. Bianchi, and R.E. Jackman. 1992. Ecology of bald eagles in Arizona. Report to U.S. Bureau of Reclamation, Contract 6-CS-30-04470. BioSystems Analysis Inc., Santa Cruz, California.
- Isaacs, F.B and R.G. Anthony. 1987. Abundance, foraging, and roosting of bald eagles wintering in the Harney Basin, Oregon. Northwest Science 61(2), pp. 114-121.
- Juenemann, B.G. 1973. Habitat evaluations of selected bald eagle nest sites on the Chippewa National Forest. M.S. thesis, University of Minnesota, Minneapolis.
- Keister, G.P., R.G. Anthony and E.J. O'Neill. 1987. Use of communal roosts and foraging area by bald eagles wintering in the Klamath Basin. Journal of Wildlife Management 51(2):415-420.
- Knight, R. and S.K. Knight. 1984. Responses of wintering bald eagles to boating activity. Journal of Wildlife Management 48:999-1004.
- Linscombe, J.T., T.J. Hess, Jr., and V.L. Wright. 1999. Effects of seismic operations on Louisiana's nesting bald eagles. Proceedings of the Southeastern Association of Fish and Wildlife Agencies. 54:235-242.
- Maine (State of) Inland Fisheries and Wildlife Rules. Chapter 8.05 Essential Habitat for Species Listed as Threatened or Endangered.
- Mathisen, J.E. 1968. Effects of human disturbance on nesting bald eagles. Journal of Wildlife Management 32(1): 1-6.
- McGarigal, K., R.G. Anthony and F.B. Isaacs. 1991. Interactions of humans and bald eagles on the Columbia River estuary. Wildlife Monographs 115:1-47.
- McKay, K.J., J.W. Stravers, B.R. Conklin, U. Konig, S. Hawks, C.J. Kohrt, J.S. Lundh and G.V. Swenson. 2001. Potential human impacts on bald eagle reproductive success along the Upper Mississippi River.
- McKewan, L.C. and D.H. Hirth. 1979. Southern bald eagle productivity and nest site selection. Journal of Wildlife Management 43:585-594.

Millsap, B.A. Status of wintering bald eagles in the conterminous 48 States. 1986. Wildlife Society Bulletin 14:433-440.

Millsap, B.A, T. Breen, E. McConnell, T. Steffer, L. Phillips, N. Douglass, and S. Taylor. In Press. Comparative fecundity and survival of bald eagles fledged from suburban and rural natal areas in Florida. Journal of Wildlife Management 68(4).

Montana Bald Eagle Working Group. 1986. Montana Bald Eagle Management Plan. Department of the Interior, Bureau of Land Management. Billings, MT.

Nesbitt, S.A., M.J. Folk and D.A. Wood. 1993. Effectiveness of bald eagle habitat protection guidelines in Florida. Proceedings of the Annual Conference of the Southeast Association of Fish and Wildlife Agencies.

Newman, J.R., W.H. Brennan and L.M. Smith. 1977. Twelve-year changes in nesting patterns of bald eagles on San Juan Island, Washington. The Murrelet 58(2):37-39.

Postapulsky, S. 1974. Raptor reproductive success: some problems with methods, criteria, and terminology. Pages 21-31 in F.N. Hammerstrom, Jr., B.E. Harrell, and R.R. Olendorff, eds. Management of raptors. Raptor Res. Found., Vermillion, S.D.

Rodgers, J.A. and Schwikert, S.T. 2003. Buffer zone distances to protect foraging and loafing waterbirds from disturbance by airboats in Florida. Waterbirds 26(4): 437-443.

Russell, D. 1980. Occurrence and human disturbance sensitivity of wintering bald eagles on the Sauk and Suiattle Rivers, Washington. In R.L. Knight, G.T. Allen, M.V. Stalmaster and C.W. Servheen [eds.]. Proceedings of the Washington Bald Eagle Symposium. Nature Conservancy, Seattle, Washington, pp. 165-174.

Shapiro, A.E., F. Montalbano, and D. Mager. 1982. Implications of construction of a flood control project upon bald eagle nesting activity. Wilson Bulletin 94(1), pp. 55-63.

Skagen, S.K. 1980. Behavioral responses of wintering bald eagles to human activity on the Skagit River, Washington. In R.L. Knight, G.T. Allen, M.V. Stalmaster and C.W. Servheen [eds.]. Proceedings of the Washington Bald Eagle Symposium. Nature Conservancy, Seattle, Washington, pp. 231-241.

Skagen, S.K., R.L. Knight and G.J.H. Orians. 1991. Human disturbance of an avian scavenging guild. Ecological Applications 1:215-225. (Internet)

Stalmaster, M.V. 1976 Winter ecology and effects of human activity on bald eagles in the Nooksack River Valley, Washington. MS Thesis, Western Washington State College, Bellingham.

Stalmaster, M.V. 1980. Management strategies for wintering bald eagles in the Pacific Northwest. Proceedings of the Washington Bald Eagle Symposium, pp 49-67.

Stalmaster, M.V. and J.L. Kaiser. 1998. Effects of recreational activity on wintering bald eagles. Wildlife Monographs 137:1-46.

- Stalmaster, M.V. and J.L. Kaiser. 1997. Flushing responses of wintering bald eagles to military activity. *Journal of Wildlife Management* 61:1307-1313.
- Stalmaster, M.V. and J.R. Newman. 1978. Behavioral responses of wintering bald eagles to human activity. *Journal of Wildlife Management* 42:506-513.
- Steenhof, K. 1978. Management of Wintering Bald Eagles. FWS/OBS-78/79. U.S. Fish and Wildlife Service, Department of the Interior, Washington D.C.
- Steidl, R.J. and R.G. Anthony. 2000. Experimental Effects of Human Activity on Breeding Bald Eagles. *Ecological Applications* 10(1), pp. 258-268.
- Therres, G.D., M.A. Byrd and D.S. Bradshaw. 1993. Effects of development on nesting bald eagles: case studies from Chesapeake Bay. *Transactions of the North American Wildlife and Natural Resources Conference* 58:62-69.
- U.S. Fish and Wildlife Service. 1979. Bald Eagle Management Guidelines: Oregon – Washington. Portland. OR.
- U.S. Fish and Wildlife Service. 1983. Northern States bald eagle recovery plan. Appendices E, F, and G. U.S. Fish and Wildlife Service, Region 6, Denver, CO.
- U.S. Fish and Wildlife Service. 1987. Habitat Management Guidelines for the Bald Eagle in the Southeast Region. U.S. Fish and Wildlife Service, Region 4. Atlanta, GA.
- U.S. Fish and Wildlife Service. 1993. Bald Eagle Basics. Anchorage, AK.
- U.S. Fish and Wildlife Service. 1993. Habitat Management Guidelines for Bald Eagles in Texas. Austin, TX.
- U.S. Fish and Wildlife Service and Virginia Department of Game and Inland Fisheries. 2001. Bald Eagle Protection Guidelines for Virginia. Gloucester and Richmond, VA.
- Watson, J.W. 1993. Responses of nesting bald eagles to helicopter surveys. *Wildlife Society Bulletin* 21:171-178.
- Watson, J.W. 2004. Responses of nesting bald eagles to experimental pedestrian activity. *Journal of Raptor Research* 38:295-305.
- Wood, P.B. 1999. Bald eagle response to boating activity in northcentral Florida. *Journal of Raptor Research* 33:97-101.
- Wood, P.B., T.C. Edwards Jr. and M.W. Collopy. 1989. Characteristics of bald eagle nesting habitat in Florida. *Journal of Wildlife Management* 53(2):441-449.
- Young, L.S. 1980. A quantitative evaluation of human disturbance impacts on breeding eagle ecology of bald eagles in the San Juan Islands, Washington. Washington Department of Game, Olympia.

BALD EAGLE MONITORING GUIDELINES

Prepared For

United States Fish and Wildlife Service

September 2007

(Revision of Bald Eagle Monitoring Guidelines Issued September 2006)

PREFACE

The U.S. Fish and Wildlife Service's (Service) Florida Ecological Services Field Offices (FO's) in Jacksonville, Panama City and Vero Beach received and reviewed monitoring reports for more than five years as prescribed by our Bald Eagle Monitoring Guidelines (pre-2002 draft, 2002, 2005) (Monitoring Guidelines) for applicants proposing construction activities occurring within 1500 feet of an active bald eagle nest during the nesting season. The cumulative result of those monitoring reports was that the Service did not observe from the data any indicators of disturbance, abnormal or atypical behavior, or nest abandonment that would have caused the applicant and/or the Service to halt construction activities during the nesting season. Consequently, the Service and the Florida Fish and Wildlife Conservation Commission (FWC) jointly concluded that monitoring of construction and nesting activities occurring from 750 feet to 1500 feet (secondary zone) was no longer warranted for projects involving construction within those distances from an active nest during nesting season.

The Service's Florida FO's revised the 2005 Monitoring Guidelines again in September 2006 to incorporate modifications that would be applicable to the draft National Bald Eagle Management Guidelines that would be implemented under the Bald and Golden Eagle Protection Act (Eagle Act) once delisting of the bald eagle was finalized. These National Management Guidelines addressed construction and a variety of other human activities that can potentially interfere with bald eagles, affecting their ability to forage, nest, roost, breed, or raise young.

The Service published a notice of availability in the Federal Register (72 Fed.Reg. 31332) on June 5, 2007, finalizing the National Management Guidelines (dated May 2007), followed by the announcement on June 28, 2007 to remove the bald eagle from the Federal List of Endangered and Threatened species effective August 8, 2007. As such, it is necessary to make additional revisions to the September 2006 Monitoring Guidelines to assure consistency with these recent policy and regulatory changes.

These revised 2007 Monitoring Guidelines accordingly are now applicable for human activities that have potential to cause disturbance within 660 feet of an active nest. Additional criteria for disturbance are defined by the codified definition of "disturb" under the Eagle Act at 50 CFR 22.3. Monitoring generally is not recommended for projects when activities occur beyond 660 feet of an active nest, as those data are no longer required. However, additional criteria for

monitoring may be indicated in previously issued Biological Opinions that reference these Monitoring Guidelines, or in such cases where public safety issues exist related to airport operations and activities, electrical facilities and communication tower facilities where monitoring is required in order to determine the most appropriate action to avoid a safety hazard to both the public and the bald eagles. A number of Federal and State laws and/or regulations prohibit, cumulatively, such acts as harassing, harming, disturbing, molesting, pursuing, etc. bald eagles, or destroying their nests. The purpose of these Monitoring Guidelines is to provide a scientific standard for documenting and evaluating bald eagle response to human activities. Such activities may lead to an alteration of otherwise normal nesting behavior and ultimately to nest abandonment and/or death of eggs or eaglets. These Monitoring Guidelines are advisory in nature.

The FWC maintains a database of all known bald eagle territories in Florida (<http://wld.fwc.state.fl.us/eagle/eaglenests/>), which should be consulted to determine the specific nest number and nesting history. It should be noted that: 1) the nest locations (latitude/longitude coordinates) in this database are approximate and should not be relied upon to establish accurate distances from proposed construction activities, 2) some territories have alternate nests that may not be reported in the database, and 3) many bald eagle territories are unknown and/or may support new active nests that have been established in recent years. Any bald eagle nest discrepancies or new nest locations should be reported to the FWC bald eagle database coordinator at 352-955-2230.

The development of this document is a collaborative effort by Federal, State and private biologists who have extensive experience in the research and management of bald eagles in the Southeastern United States. J. Steve Godley¹ prepared the initial draft and all attachments, while Tom H. Logan^{2, 3} served as editor and coordinator of technical and editorial reviews of subsequent drafts. Candace Martino⁴ provided invaluable coordination to facilitate necessary input from each of the authors, and contributed technical and editorial comments for this latest edition. Dan Sullivan² provided editorial comments that were critical to the completion and technical quality of this document, as did Stephen A. Nesbitt², John H. White², Al Begazo⁴, and Tony Steffer⁵ for earlier editions of these Monitoring Guidelines.

¹ Biological Research Associates, LLC

² Florida Fish and Wildlife Conservation Commission

³ Breedlove, Dennis & Associates, Inc.

⁴ U.S. Fish and Wildlife Service

⁵ Raptor Management Consultants, Inc.

BALD EAGLE MONITORING GUIDELINES

A. Introduction

The Service and FWC recommend biological monitoring of the nesting territory if new activities which include construction of buildings, roads, trails, canals, power lines, and other linear utilities; new or expanded operations of agriculture and aquaculture, alteration of shorelines or wetlands, installation of docks or moorings, marinas, water impoundment, and mining and associated activities is proposed to occur within 660 feet of the nest tree during the nesting season (October 1 - May 15, Service 1987). The Service also recommends that monitoring be conducted where an eagle's nest is located on or adjacent to, in close proximity of, electrical transmission towers, communication towers, airport runways, or other locations where they may create hazards to themselves or humans. These circumstances may require more intense monitoring, which may include increased frequency and hours of monitoring. These resulting data are deemed necessary for the Service to make appropriate decisions as to whether nest removal or relocation is warranted and subsequently permissible under new proposed regulations under 50 CRF 22.27 for Eagle Nest Take under the Eagle Act.

These Monitoring Guidelines have been developed to provide agency personnel and others a scientific standard for gathering data that may be used to evaluate eagle responses to human and development activities, which may indicate an alteration of otherwise normal nesting behavior. The Monitoring Guidelines 1) describe normal nesting behavior of bald eagles, 2) identify specific behavioral responses of adult and young eagles that may warrant cessation of activities, 3) propose the type and level of monitoring necessary to detect a change in normal behavior, and 4) develop a procedure for reporting the observations to the USFWS/FWC, which may be used for halting or modifying the above described activities, if necessary.

Buehler (2000) and references cited therein provide excellent summaries of the biology and nesting behavior of bald eagles. Nesting behavior and response of individual eagle pairs to human activities may vary, but nesting chronology and otherwise normal behavior are relatively fixed and predictable. The probability that a pair of bald eagles will abandon their nest increases with the intensity and proximity of human activities to their nest, and decreases with the time and energy the adult eagles have invested in the eggs or young and to what extent the adult birds may habituate to human activities. This is based upon the ecological parental investment theory (e.g., Trivers 1972, Wilson 1975, Dawkins 1977) and practical experience gained from observing bald eagle/human interactions over the past two decades in Florida (e.g., Wood 1992, Nesbitt et al. 1993, Wood and Collopy 1995, Millsap et al. 2004). Accordingly, the need for appropriate monitoring and concern for disturbance is highest prior to egg laying, the closer and more intense development activities occur to the nest tree, and for nesting territories in more rural environments.

All infrastructure development, exterior building construction, and other referenced activities within 660 feet of the nest tree should, as a general rule, be completed during the non-nesting season. Infrastructure construction includes all land and lot clearing; fill work; construction of roads, drainage, sewer and storm water facilities; and installation of water, electricity and other

utilities. However, it often is not possible to complete these above-referenced activities and other human related actions during the non-nesting season. These guidelines are applicable to those circumstances where these activities must be conducted during nesting season from 330-660 feet of the nest tree. **Please Note: The Service recommends that none of the above-referenced activities be conducted from 0-330 feet during nesting season, even when a buffer zone of less than 330 feet is established in accordance with the National Bald Eagle Management Guidelines; therefore, monitoring in these instances is not applicable.**

B. Monitoring Requirements

The Monitor is defined as personnel formally educated in the biological sciences, well experienced in recognizing specific patterns and changes of eagle behavior and capable of recording those observations in a scientific manner, and is contracted by the landowner, company or entity (Responsible Party) responsible for having the activity monitored. Continuity of monitoring, data collection and reporting is best maintained if one person conducts all monitoring for a specific project site. Close coordination is essential if more than one monitor is required. Monitoring should be conducted from a location that provides a clear vantage point of the nest and the surroundings (including the referenced activities), yet far enough from the nest (e.g., > 660 feet where possible) to ensure monitoring does not cause disturbance to the eagles. Monitoring from closer locations could cause disturbance and should be avoided. Conducting the monitoring from inside a parked vehicle or from a portable blind can further minimize observer disturbance. Monitoring should be conducted using both binoculars and a high-powered spotting scope during periods when referenced activity is occurring during the nesting season (generally October 1 – May 15) and within 660 feet of the nest tree, or as specified otherwise, by Service or FWC technical assistance.

The purpose of monitoring is to detect any abnormal behavior of the adult eagles or their chicks that may be elicited in response to human activities occurring within 660 feet of the nest tree and that potentially could result in disturbance as defined under 50 CFR 22, abandonment of the nest (and/or territory), or death of the eggs or eaglets. **In cases where the Responsible Party is relying upon conditions/recommendations specified in a Biological Opinion or agency document, procedures should be established between the Monitor and the Responsible Party for suspension of work and immediate notification to the Service and FWC upon observation of such abnormal behavior of nesting eagles (see Section D for details).** Once an applicant agrees to monitor in accordance with these Monitoring Guidelines, they are held to *all* requirements of these Monitoring Guidelines.

Monitoring should begin no later than October 1 and continue through fledging, if activity is anticipated or planned to occur within 660 feet of the nest tree during the nesting season. Fledging is considered to have occurred at that age when young of the year have achieved the ability to sustain flight (see Section C.7 for details).

- **Initial Monitoring to Confirm Occupancy of the Nesting Territory:** Bald eagles are considered to have returned to the territory when one or both members of the pair appears, flies, perches, roosts, exhibits courtship, carries nest material, begins repair of the existing nest and/or begins construction of a new nest on the territory. The regulated

protection zone is considered to be the area within a 660-foot radius of the nest tree; although, some pairs may construct a new, alternate nest at farther distances. All eagle nests are protected unless declared "abandoned" in accordance with provisions of the National Bald Eagle Management Guidelines (May 2007). All alternate nests should be monitored until such time as the eagles have been observed incubating in one of the nests on the territory. Monitoring can then cease for the alternate nests in which nesting does not occur. However, if the nest in which nesting begins is lost prior to February 1, monitoring of all alternate nests should be re-initiated to determine if re-nesting occurs on the territory.

Initial monitoring of eagles to determine territory occupancy shall be conducted a minimum of one day per week and consist of in sequence: 1) nest tree observations for a minimum of two hours starting ½ hour before sunrise, followed by 2) nest tree inspection for indirect evidence of eagle use if no adults are observed. *Never* approach a nest tree if adult eagles are observed on the territory on that day. The following shall constitute positive indirect evidence that bald eagles have returned to the nesting territory: 1) fresh moss or green tree branches placed or interwoven into the nest top, or 2) fresh droppings ("whitewash") on vegetation or the ground beneath the nest tree. Such droppings typically are deposited below the nest cup or favored perch branches. Do not confuse white, dried pine resin with eagle droppings: droppings rub off upon touch, whereas resin does not. Direct or indirect evidence of territory occupancy by adult eagles triggers the requirement for more intensive monitoring (see Monitoring During Early Phases of the Nesting Cycle, below). The results of both direct bald eagle observations and nest tree inspections must be recorded each week on the Bald Eagle Monitoring Data Sheet (Figure 1). A Confirmation of Nest Territory Occupancy Report describing the basis for the determination shall be submitted to the Service and the FWC (see Section D for reporting details) within one week of finding positive evidence of bald eagle nest territory occupancy. **This report also shall include a specific schedule of dates planned for monitoring during the next month.** Each subsequent monthly report submitted to the Service and FWC shall contain a schedule of monitoring dates for the upcoming month, with the understanding that any scheduling changes shall be reported to the agencies by email as soon as possible.

- **Monitoring During Early Phases of the Nesting Cycle:** The normal cycle of bald eagle nesting behavior is described below. Once a territory is determined to be occupied, it should be considered active, and nesting eagles should, at that time, be monitored a minimum of three days each week and four hours each day (beginning at 1/2 hour before sunrise) from onset of nesting behavior through the fourth week post-hatching and care of eaglets. **Monitoring is not required on days when no infrastructure development, exterior building construction, or other human activities referenced in the National Management Guidelines occurs within 660 feet of the nest tree.** Monitoring should be scheduled to occur on the days that are representative of all major phases of these activities at times when they will occur.
- **Monitoring During Last Phase of the Nesting Cycle:** Monitoring frequency for activities may be reduced to one day each week (four hours beginning 1/2 hour before sunrise) beginning five weeks post-hatching and continue until fledging occurs or May

15, whichever occurs first. However, this once a week monitoring event should occur on days that are representative of all major phases of these activities at times when they will occur.

- **Special Circumstances:** Additional monitoring may be appropriate should special circumstances arise as described in Section C.6. The monitoring and construction plans for any nesting territory may be re-evaluated for modifications during any year. Weekly nest territory monitoring may cease after February 1 of that nesting season if: 1) no adult bald eagles are observed on the territory or 2) if an eagle was observed on the territory, but nesting was not attempted, or a nest attempt was documented to have failed and re-nesting was not attempted. Additionally, monitoring may cease if great horned owls (*Bubo virginianus*) are documented to have occupied the nest and there are no alternate nest sites available to the eagles within 660 feet of the project, and no evidence of eagles constructing a new nest within 660 feet of the project. Evidence must be clear from information recorded in the Bald Eagle Monitoring Data Sheets and/or provision of additional data, that circumstances exist that would warrant any modification of planned monitoring (i.e. increase, decrease or termination of monitoring).
- **General Comments:** Residential and commercial development is the most common form of human activity that requires monitoring. Single-family homes typically may require a minimum of 5 months for completion of construction, and all major stages of construction (described below), except truss placement, occur over multiple days. Monitoring should be timed to include truss placement. In all cases, the Monitor should use a site plan of the project to prepare weekly maps on which to document the specific construction activities that are occurring within 660 feet of the nest tree. Recorded construction activities should include, but not be limited to, the stage of construction of each home (i.e., fill placement, slab pouring, sidewall construction, truss placement, roofing, external finish work, internal finish work and landscaping). All observations of construction and eagle behavior *must* be recorded using the attached data sheet (Figure 1).

The following nest cycle activities must be documented and monitored for comparison with normal nesting behavior (see Section C for details) and for detecting and evaluating behavior that may be indicative of disturbance and/or pending risk:

1. Temporal patterns of nest attendance by the adults.
2. Observations of courtship, mating and nest building/maintenance.
3. Incubation and brooding behavior.
4. Feeding, growth and care of the eaglet(s).
5. Flight patterns to and from the nest tree.
6. Fledging of the eaglet(s).

All behavioral data and construction activities should be recorded within 15 minute intervals to facilitate analysis as a basis for detecting and evaluating behavior which may indicate pending risk. Figure 2 summarizes the typical nesting chronology of bald eagles in Florida. Please note that egg laying typically occurs during mid-December in Florida, but may vary by year, pair and latitude, and can extend from October through April, with most late nesters likely representing

second breeding attempts (Buehler 2000). Figure 3 provides a typical pattern of nest attendance and phenology of a pair of eagles in Sarasota County, Florida, monitored over a three-year period during one 4-hour observation period each week from October through May.

Nesting behavior which may be interpreted as abnormal, a response to construction activities and/or indicative of pending risk may include, but not be limited to: 1) adults raising or standing up over the nest, 2) increased time spent away from the nest by the adults that is not associated with normal nesting phenology, 3) changes in flight patterns or perch tree use, 4) distress calls, 5) flushing behavior from the nest tree or perch trees, 6) changes in the feeding schedule of the eaglet(s) and 7) premature fledging of the eaglet(s). Descriptions of specific behaviors that would warrant concern and may be indicative of pending risk are described below. Such behaviors occasionally result from factors other than human disturbance, such as death of an adult, sterility or immaturity (i.e., one member of the pair not in definitive plumage), entrance of a foreign adult eagle or great horned owls into the territory, inadequate food supply for the number of eaglets present, etc. Therefore, it is very important that observations of any abnormal behavior be reported immediately to assure proper interpretation and appropriate courses of action (see Section D for details).

C. Normal Nesting Behavior and Indicators of Disturbance

1. Adult Behavior at the Nest

Eagles often assume an alert posture in response to an unusual event. This behavior also may be accompanied by distress calls and ultimately result in flushing behavior (Fraser et al. 1985, Buehler et al. 1991, McGerigal et al. 1991). Incubating adults may react to a distraction or an annoyance by rising from their incubation posture and standing over their eggs. They also may step off the eggs and stand on the side of the nest. They may or may not vocalize in conjunction with this behavior. Such standing behavior may be seen prior to flying and as an indication that the bird may flush from the nest in response to a distraction. The bird also may settle back down into incubation posture without flying, once the distraction has passed or the bird has decided the distraction is not a sufficient threat to warrant flushing from the nest. This behavior (whether the adult flushes or not) does indicate that the disturbance is great enough to interfere with normal behavior and is of concern. This posture could be confused with stretching or egg turning which are normal parts of incubation behavior. It will be the responsibility of the monitoring biologist to accurately judge whether a bird is exhibiting normal behavior or is reacting to a distraction or an annoyance that could be interpreted as “disturbance.”

2. Patterns of Nest Attendance

Figure 3 provides a representative example of normal baseline nest attendance by at least one adult eagle during the nesting season. Please note that attendance may be sporadic early in the nesting season, but increases dramatically immediately prior to egg-laying. At least one adult is present almost 100% of the time during the 35-day incubation period and the first 2-3 weeks post-hatching (Fraser 1981, Wallin 1982). Females average about 1/5 larger in size than males, and the sexes are distinguishable when the pair is together. The female does the majority of the incubation and early nestling attendance, although the male participates in both activities. One

adult (usually female) broods constantly during inclement (i.e., cool or rainy) weather, and will shade the young to avoid heat stress until a chick(s) is approximately 4 weeks of age (Jenkins 1989, Herrick 1924). Nest attendance declines sharply after 5-6 weeks, and the adults often roost and loaf away from the nest.

Nest attendance would be considered abnormal if: 1) at least one adult is not present during two consecutive, 4-hour (minimum) monitoring days prior to egg laying or 2) both adults are absent for more than two consecutive 15-minute periods during incubation, early brooding or inclement weather prior to 4 weeks post-hatch.

3. Flight Patterns Between Nest and Feeding Areas

Florida eagles generally nest in proximity to water, and flight paths to and from the nest often are relatively direct to their feeding areas. Flight information should include recording the direction of each flight to and from the nest in the eight cardinal directions. Simple chi-square or other non-parametric statistics can be used to test if flight patterns are random, directed towards foraging areas or away from on-going human activity.

4. Vocalizations on the Nesting Territory

Verner and Lehman (1982) describe three distinctive calls of nesting birds that are typical responses to human approaches: 1) a “chatter call” described as consisting of 3-4 introductory notes separated by short gasps of silence (<1s) followed by a rapid sequence of descending notes, usually 6-9 notes in sequence (*kwit kwit kwit kwit kee-kee-kee-kee-kee*), 2) a “peal” consisting of a high-pitched, prolonged, gull-like cry, often repeated 3-5 times and 3) a “wails” call that is seldom given (Buehler 2000). Variants of these calls may also be given in response to an intruding adult eagle or other raptors, such as great horned owls, and the chatter call also is often given upon approach to the nest tree by a member of the pair, independent of human disturbance. Any distress call must be investigated to determine cause, and **any construction or human activity that may be responsible for the distress call, must be halted or modified immediately.**

5. Flushing Behavior

Adult eagles may flush from the nest tree, particularly if humans are on foot (Fraser et al. 1985, Buehler et al. 1991, Grubb and King 1991, McGarigal et al. 1991, Grubb et al. 1992). Risk increases with the duration and frequency of events. The sensitivity of eagles to human disturbance varies between individuals and across populations, as measured by experimental flushing studies (e.g., Stalmaster and Newman 1978, Knight and Knight 1984, Fraser et al. 1985, Buehler et al. 1991, McGarigal et al. 1991). Unfortunately, no similar studies have been conducted in Florida. The response of individual eagles may range from temporary agitation (alert posture) to flushing from the nest or perch tree, to permanent displacement. Humans in vehicles generally elicit a much lower response than those on foot. Additionally, eagles that nest in proximity to existing human activities may habituate and be more tolerant to forms of human activity than they may have previously experienced.

Flushing behavior is more typically in response to human approach to the nest on foot; therefore, it is imperative that the monitor attempt to stop all such approaches. **Any construction or other human activities that appear to have caused flushing should be halted immediately.**

6. Feeding Schedule of the Eaglet(s)

Although both sexes secure food and feed the young, the male provides most of the food in the first two weeks, while the female tends the young in the nest (Wallen 1982, Gerrard and Bortolotti 1988). The female often delivers as much prey as the male after 3-4 weeks. Adults typically bring the food to the nest and tear off small pieces to feed the young. Eaglets are able to tear off food and feed themselves at approximately 6 weeks of age, although the adults often dismember larger prey (Palmer et al. 1988). Adults typically deliver food 2-8 times per day (mean = 4), and the early morning period accounts for proportionately more food deliveries (Herrick 1924). Food delivery rates also typically decrease as eaglets mature and or eaglet numbers decline with normal attrition. Therefore, deliveries may not be observed during some monitoring periods for older broods. The nutritional requirements of eaglets have not been reported in the literature (Buehler 2000), but free ranging adult bald eagles in Washington at 5°C were reported to consume about 77.3 g/kg per day (425.5 kJ/kg per day), slightly less than 10% of their body weight per day (Stalmaster and Gessaman 1984). Nestlings may use food that accumulates at the nest for more than one day, unless fresh food is provided (Herrick 1993). Both adults and chicks are capable of storing food in their crop, then digesting the food over time. **Additional monitoring may be appropriate should an abnormal reduction in feeding rates be observed; if accompanied by other behavioral indicators of stress (i.e., flushing and/or distress calls), the Monitor should suspend construction or other human activities and report these observations** (see Section D).

Mean brood size for successful nests in Florida bald eagles is 1.55 young per brood, with 3 young not uncommon (Nesbitt et al. 2002). One egg is laid per day, although often not always on successive days. Hatching is asynchronous and differential growth between the sexes can lead to differential mass among siblings, facilitating competition and fratricide (Bortolotti 1986). Sibling competition and mortality is greatest early in the nestling period, when size differences are greatest. The largest chick typically gets the majority of food in clutches with more than one chick. Brood reduction from starvation of the youngest chick may occur in broods of any size, unless food is abundant (Gerrard and Bortolotti 1988).

It is important to quantify, to the extent possible, the size and type of prey brought to the nest during all observation periods. These data may be useful for determining if the eaglet(s) is receiving adequate food and if human activity may be interfering with food delivery schedules.

7. Fledging of the Eaglet(s)

Eaglets typically fledge at approximately 11 weeks of age in Florida (Wood 1992), but nest departure can occur at 8-14 weeks (Buehler 2000). The eaglets usually begin to move about the nest and branches of the nest tree at least 2 weeks before fledging, flapping and developing muscle strength, flight coordination and landing ability in preparation for their first flight from the nest tree. These eaglets are referred to as “branchers.” Fledging typically is considered to have occurred when the eaglets have begun to make extended flights from the nest to adjacent

trees, have begun to soar and/or are seen flying around the territory with the parents. It is not uncommon for up to half of initial nest departures to be unsuccessful, with the eaglet falling to and remaining on the ground for days or weeks before regaining flight ability; in most cases, the parents will continue to feed these young (Kussman 1977, Fraser 1981). **Successful fledging**, for purposes of these Guidelines, **is defined as the time at which the eaglet(s) has near fully developed primaries and is capable of strong, coordinated, independent flight.**

Care must be taken to confirm that any premature fledging is, in fact, human related, since premature fledging is a common occurrence that may be independent of human activity.

D. Reporting Requirements

The **purpose of monitoring** bald eagles and eaglets at their nests under these Guidelines **is to minimize the occurrence of disturbance leading to nest abandonment and/or death of eggs or eaglets**, and avoid potential violations of the Eagle Act. As such, monitoring is a serious obligation. Falsification of monitoring reports can lead to criminal prosecution of both the Monitor and the Responsible Party that is contracted to conduct the monitoring. The Monitor and their supervisor *must* sign and date each completed monitoring sheet (Figure 1) beneath the statement, which reads: "I have read and understand the Bald Eagle Monitoring Guidelines. This report represents a true, accurate and representative description of the site conditions and eagle behavior at the time of monitoring".

As long as the Monitor has not detected any, irregularities or abnormalities as described above, then **Only** a summary report of monitoring results (See Figure 4) should be mailed via hardcopy or email to the appropriate Service Field Office and FWC (Endangered Species Coordinator, Tallahassee) on a monthly basis when the Monitor has not detected any irregularities, or abnormalities as described above. Individual Bald Eagle Monitoring Data Sheets should be retained on file by the Monitor for a minimum of 3 years for reference, should such need occur. **A final report that summarizes monitoring results and the fate of any reproductive effort must be sent to the reviewing agencies within one month of the conclusion of monitoring.** The Monitor has the obligation to immediately report any suspension of work activities and/or any documented abnormal behavior, as defined in Section C above, to the Responsible Party and the Service and FWC, **and subsequently send the individual Bald Eagle Monitoring Data Sheets describing all relevant activities to all parties.** The Service and FWC will coordinate a review within a week of the reported behavior and circumstances associated with any suspension of work activities. A verbal determination followed by a written recommendation will be issued in a timely manner as to whether construction should resume or be modified, or if monitoring frequency should be increased.

E. Literature Cited:

- Bortolotti, G. 1986. Evolution of growth rates in eagles: sibling competition vs. energy considerations. *Ecology* 67: 182-194.
- Buehler, D.A., T.J. Mersmann, J.D. Fraser, and J.K.D. Seegar. 1991. Effects of human activity on bald eagle distribution on the northern Chesapeake Bay. *J. Wildl. Manage.* 55: 282-290.
- Buehler, D.A. 2000. Bald eagle (*Haliaeetus leucephalus*). In *The Birds of North America*, No. 506 (A. Poole and F. Gill, eds.). The Birds of North America, Inc., Philadelphia, PA.
- Dawkins, R. 1977. *The Selfish Gene*. Oxford University Press, New York.
- Fraser, J.D. 1981. Breeding biology and status of bald eagles on Chippewa National Forest. Ph.D. diss., Univ. of Minnesota, Minneapolis.
- Fraser, J.D., L.D. Frenzel, and J.E. Mathisen. 1985. The impact of human activities on breeding bald eagles in north-central Minnesota. *J. Wildl. Manage.* 49: 585-592.
- Gerrard, J.M. and G.R. Bortolotti. 1988. The bald eagle: haunts and habits of a wilderness monarch. Smithsonian Inst. Press, Washington, D.C.
- Grubb, T.G., and R.M. King. 1991. Assessing human disturbance of breeding bald eagles with classification tree models. *J. Wildl. Manage.* 55: 500-511.
- Grubb, T.G., W.W. Bowerman, J.P. Geisy, and G.A. Dawson. 1992. Responses of breeding bald eagles, *Haliaeetus leucephalus*, to human activities in northcentral Michigan. *Can. Field Nat.* 106: 443-453.
- Herrick, F.H. 1924. Daily life of the American eagle: late phase. *Auk* 41: 389-422, 517-541.
- Herrick, F.H. 1933. Daily life of the American eagle: early phase (concluded). *Auk* 50: 34-53.
- Jenkins, J.M. 1989. Behavior of nestling bald eagles. *Bird Behav.* 8: 23-31.
- Knight, R.L. and S.K. Knight. 1984. Responses of wintering bald eagles to boating activity. *J. Wildl. Manage.* 48: 999-1,004.
- Kussman, J.V. 1997. Post-fledging behavior of the northern bald eagle, *Haliaeetus leucephalus*, in the Chippewa National Forest, Minnesota, Ph.D. diss., Univ. of Minnesota, Minneapolis.
- McGarigal, K., R.G. Anthony, and F.B. Isaacs. 1991. Interactions of humans and bald eagles on the Columbia River estuary. *Wildl. Monogr.* 115.
- Millsap, B., T. Breen, L. McConnell, T. Steffer, L. Philips, N. Douglass, and S. Taylor, 2004. Comparative fecundity and survival of bald eagles fledged from suburban and rural natal areas in Florida. *Journal of Wildlife Management* 68(4): 1018 – 1031.
- Nesbitt, S.A., Douglass, N.J., Kubilis, P.S., Regan, T.W., Riddick, A., Smith B., and White, J.H. 2005. Bald Eagle Population Monitoring. FWC Annual Performance Report.

- Nesbitt, S.A., Bozzo, J.A., Douglass, J.J., Kubilis, P.S., Lamonte, K., Regan, T.W., Schwikert, S.T., and White, J.H. 2002. Bald Eagle Population Monitoring, FWC Annual Performance Report.
- Nesbitt, S.A., M.J. Folk, and D.A. Wood. 1993. Effectiveness of bald eagle habitat protection guidelines in Florida. Proc. Annu. Conf. SEAFWA. Pp. 333-338.
- Palmer, R.S., J.S. Gerrard, and M.V. Stalmaster. 1988. bald eagle. Pp. 187-237 in Handbook of North American Birds. Vol. 4 (R.S. Palmer ed.). Yale Univ. Press, New Haven, CT.
- Stalmaster, M.V. and J.A. Gessaman. 1984. Ecological energetics and foraging behavior of overwintering bald eagles. Ecol. Monogr. 54: 407-428.
- Stalmaster, M.V. and J.R. Newman. 1978. Behavioral responses of wintering bald eagles to human activity. J. Wildl. Manage. 42: 506-513.
- Trivers, R.L. 1972. Parental investment and sexual selection. In Sexual Selection and the Descent of Man. B. Campbell (ed.) Aldine, Chicago.
- USFWS. 1987. Habitat management guidelines for the bald eagle in the southeast region.
- Verner, J. and R.N. Lehman. 1982. Identifying individual bald eagles with voiceprints: a feasibility study. U.S. For. Serv. Pac. Southwest For Range Exp. Stn. Res. Note PSW-359.
- Wallin, D.O. 1982. The influence of environmental conditions on the breeding behavior of the bald eagle (*Haliaeetus leucephalus*) in Virginia. M.S. Thesis, College of William and Mary, Williamsburg, VA.
- Wilson, E.O. 1975. Sociobiology, the New Synthesis. Harvard University Press, Cambridge, Massachusetts.
- Wood, P.B. 1992. Habitat use, movements, migration patterns, and survival of subadult bald eagles in north Florida. Ph. D. diss. Univ. of Florida, Gainesville.
- Wood, P.D. and M.W. Collopy. 1995. Population ecology of subadult southern bald eagles in Florida: Post-fledging ecology, migration patterns, habitat use, and survival. Florida Game and Fresh Water Fish Commission Nongame Wildlife Program Final Report, Tallahassee, Florida.

ITEM TITLE: Approve amendment #3 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 extended the closing date from February 28, 2025 to April 16, 2025 in order to assist in tenant relocation of the structures. Amendment #3 increases the purchase price based on the required update of the appraisal evaluation. The sales price of the structure and vacant lands is \$745,000. Land acquisition for the retention pond land is provided through a CDBG-MIT grant through Florida Commerce. There is no impact to the General Fund for this purchase. All other conditions in the purchase agreement remain the same.

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 #3 to update the purchase price.

ATTACHMENTS:

1. Agreement 2024-001QDD – Amendment #3
2. SB 966 Senate Bill

REVIEWERS:

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



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

AMENDMENT THREE

AGREEMENT FOR PURCHASE

THIS THIRD 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 Consideration of the purchase price (Paragraph 3 of the original agreement), the Fair Market Value of the properties as determined by a certified Florida





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

Appraiser increased from Seven Hundred Forty Thousand Dollars and Zero Cents (\$740,000) to Seven Hundred Forty-Five Thousand Dollars and Zero Cents (\$745,000).

2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on November 6, 2024 (BSC 24-11-243) marked as Exhibit B, Amendment #1 executed on December 18, 2024 (BSC-24-12-276) marked as Exhibit C and Amendment #2 executed on February 19, 2025 (BSC 25-02-027) marked as Exhibit D 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.

(This page intentionally left blank)





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: 3 [REDACTED] and more specifically described as:

[REDACTED]
[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

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-24-11-243



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

0008 00000

Date

Seller/ [REDACTED]

[REDACTED]

Signature

0008 00000

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



By: [Signature] Clerk

[Signature]
Rick Steinmeyer, Mayor

Date: 11/16/24

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]
[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]

Signature

[REDACTED]

Print Name

OWNER [REDACTED]

[REDACTED SIGNATURE]

Signature

[REDACTED]

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

[REDACTED SIGNATURE]

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:



BSC-24-12-276



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 24-11-243) 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.

(This page intentionally left blank)





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]

Signature

12/18/2024

Date

SELLER/ [Redacted]
[Redacted]

Signature

12/18/2024

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], [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



BSC-24-11-243



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

Date

Seller/ [REDACTED]

[REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



[Signature]
Rick Steinmeyer, Mayor

Date: 11/16/22

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] [REDACTED], Bonita Springs, FL 34135

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

[REDACTED]





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

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida CDBG-MIT IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the FloridaCommerce Community Development Block Grant-Mitigation (CDBG-Mitigation) grant, the SELLERS hereby assign to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program or any other Federal, State, Local or private sources relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-MIT funds are awarded.

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

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

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





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 D

BSC 25-02- [REDACTED]

Executed February 19, 2025





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 18th of February 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], 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,



BSC-25-02-027



**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 24-11-243) marked as Exhibit B and Amendment #1 executed on December 18, 2024 (BSC-24-12-276) 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.

(This page intentionally left blank)





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 19 day of February, 2025.

SELLER/ [REDACTED]

2-18-2025

Signature

Date

SELLER/ [REDACTED]

2-18-2025

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]

Clerk

[Signature]
Michael S. Gibson, Mayor

(Seal)

Date: 2/19/2025

APPROVED AS TO FORM:

[Signature]
City Attorney's Office







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

Exhibit B

BSC 24-11-████

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-24-11-243



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/ 



Signature

Date

Seller/ 




Signature

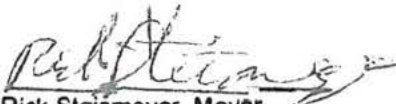
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk




Rick Steinmeyer, Mayor

Date: 11/6/24

APPROVED AS TO FORM: _____
City Attorney's Office





**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 28 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] [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:



BSC-24-12-276



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 24-11-243) 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.

(This page intentionally left blank)





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/ 

Signature

12/18/2024

Date

SELLER/ 

Signature

12/18/2024

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: 

Clerk

Michael S. Gibson, Mayor

(Seal)

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]
[REDACTED]
[REDACTED].

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

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

[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

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-24-11-243



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**

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

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



2020966er

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

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

2020966er

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

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

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

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

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

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

2020966er

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

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

ITEM TITLE: Approve amendment #2 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 extended the closing date from February 28, 2025 to April 16, 2025. Amendment #2 increases the purchase price based on the required update of the appraisal evaluation. The sales price of the structure is \$685,000. Land acquisition for the retention pond land is provided through a CDBG-MIT grant through Florida Commerce. There is no impact to the General Fund for this purchase. All other conditions in the purchase agreement remain the same.

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 the purchase price.

ATTACHMENTS:

1. Agreement 2024-002QDD – Amendment 2
2. SB966 – 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 SECOND 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 Consideration of the purchase price (Paragraph 3 of the original agreement), the Fair Market Value of the properties as determined by a certified Florida Appraiser increased from Six Hundred Seventy Thousand Dollars and Zero Cents (\$670,000) to Six Hundred Eighty-Five Thousand Dollars and Zero Cents (\$685,000).
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on November 6, 2024 (BSC 24-11-244) marked as Exhibit B and Amendment #1 (BSC 25-02-028) as 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.

(This page intentionally left blank)





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]

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-24-11-244



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] 10-8-2024

Signature Date

Seller/ [REDACTED] 10-8-2024

Signature Date

BUYER/ CITY: CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



Clerk

Rick Steinmeyer
Rick Steinmeyer, Mayor

Date: 11/6/24

APPROVED AS TO FORM: _____
City Attorney's Office





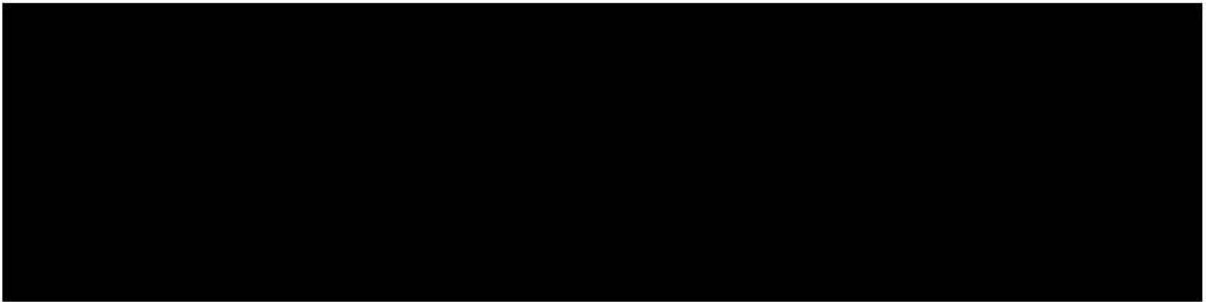
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel 1: [REDACTED] Bonita Springs, FL 34135

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



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





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

Exhibit C

BSC 25-02 [REDACTED] (Amendment #1)

Executed February 19, 2025





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 February 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:



BSC-25-02-028



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 24-11-244) 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.

(This page intentionally left blank)





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 19 day of February, 2025.

SELLER/ [REDACTED]

2-18-2025

Signature

Date

SELLER/ [REDACTED]

2-18-2025

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



By: [Signature]
Clerk

Michael S. Gibson, Mayor

Date: 2/19/25

APPROVED AS TO FORM:

[Signature]
City Attorney's Office





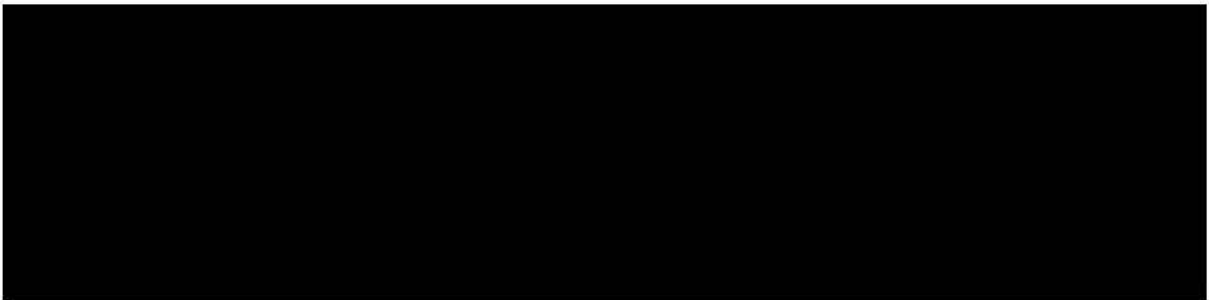
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

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-24-11-244



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 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'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.





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/  10-8-2024

Signature Date

Seller/ 
 10-8-2024

Signature Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk




Rick Steinmeyer, Mayor

Date: 11/6/24

APPROVED AS TO FORM:



City Attorney's Office





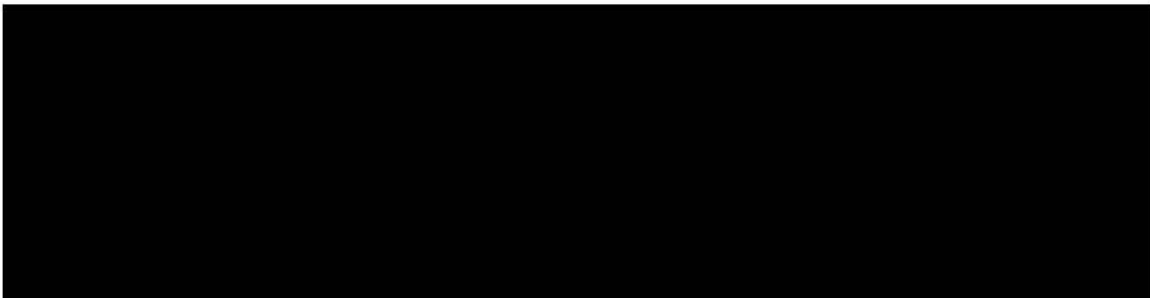
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

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

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



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]

Signature

Print Name

OWNER/ [REDACTED]

Signature

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,

2020966er

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

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

ITEM TITLE: Approve amendment #1 to purchase agreement 2025-001QDD 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 March 5, 2025 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 March 31, 2025 to May 30, 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 for a time extension.

ATTACHMENTS:

1. Agreement 2025-001QDD – Amendment #1
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 March 31, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **May 30, 2025**.
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on March 5, 2025 (BSC 25-03-037) 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.

(This page intentionally left blank)





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:





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

Exhibit B

BSC 25-03- [REDACTED]

Executed March 5, 2025





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

OPTION TO PURCHASE AGREEMENT

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

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

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

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135





CITY OF BONITA SPRINGS, FLORIDA
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 THOUSAND DOLLARS and Zero Cents (\$200,000.00) 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.
 - 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.
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:





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

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





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

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 or before **March 31, 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

2-19-2025
Date

Seller/ [Redacted]

[Redacted]
Signature

2-19-2025
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



By: [Signature]
Clerk

[Signature]
Michael S. Gibson, Mayor

Date: 3/5/25

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

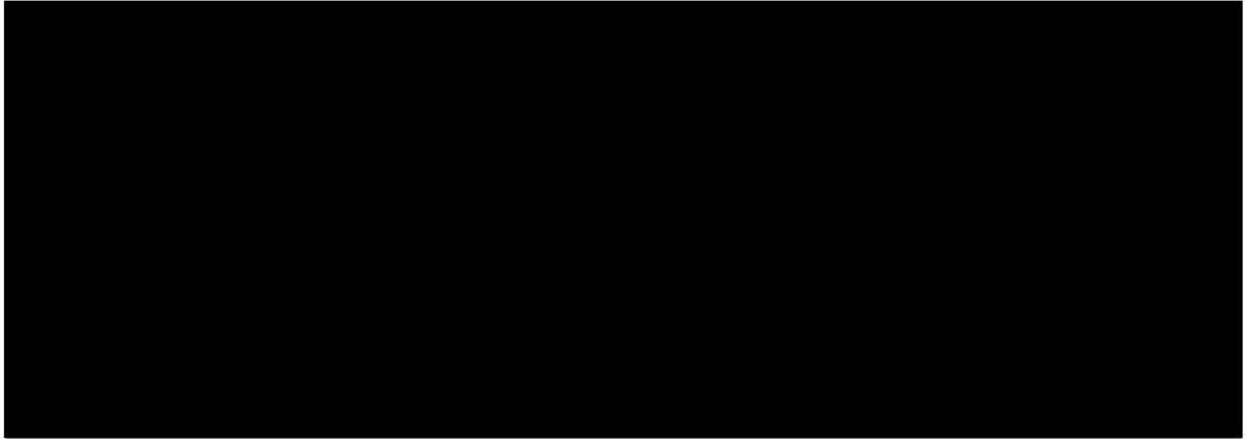




CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description



Parcel ID: [REDACTED]

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





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

OWNER

[Redacted Signature]

Signature

[Redacted Signature]

Signature

Bernardino Bautista

Print Name

Maribel Vasquez

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





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

brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or 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)



2020966er

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

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

2020966er

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

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

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

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

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

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

2020966er

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

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

ITEM TITLE: Approve the Caretaker's Agreement for the Bonita Nature Place.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

Jason Jaccarino, who is the Maintenance Manager of the Parks and Recreation Department, has been the Caretaker for the Bonita Nature Place residing in the caretaker residence located on the property for the past ten years. The caretaker's primary objective is to protect the property from vandalism and otherwise keep it secure as Council has previously determined to be necessary and in the best interest of the City.

Attached is the Caretaker Agreement for caretaker services for the Bonita Nature Place. Since 2014, City staff has decided it is appropriate for an employee to serve as caretaker. The terms of the Caretaker Agreement provide for a one-year lease with both parties able to extend, a monthly rental fee of \$450, and special requirements regarding parking, maintenance obligations, and preserving the natural state of the environment.

STAFF RECOMMENDATION: Approve the Caretaker Agreement for the Bonita Nature Place for a one-year term.

ATTACHMENTS:

1. Caretaker's Agreement

REVIEWERS:

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

CARETAKER'S AGREEMENT

This agreement is made on this ____ day of March, 2025, between Jason Jaccarino (Caretaker), whose address is 27601 Kent Road, Bonita Springs, FL 34135, and the City of Bonita Springs (City), whose address is 9101 Bonita Beach Road, Bonita Springs, Florida, 34135.

Whereas, the City is the owner of the property which is known as the Bonita Nature Place (the "Premises"). The Premises and all appurtenant property located in and about the Premises and all City park land and improvements surrounding or adjacent to the Premises are collectively referred to here as the "Property."

Whereas, in order to protect the Property from vandalism and otherwise keep it secure, and maintain a person on premises with certain duties with rent abatement, the City has determined that it is necessary and in the best interest of the City that Caretaker reside in the Premises.

Whereas, City desires that Caretaker reside in the Premises and Caretaker is willing to reside in the Premises to provide certain services as outlined in this agreement, subject to the terms of this agreement.

WITNESSETH:

In view of the above premises and in consideration of the promises and mutual covenants contained here, and for other valuable consideration, the receipt of which is acknowledged, City grants a license to Caretaker to reside in and otherwise occupy and use the Premises and appurtenant property, subject to the following terms and conditions:

1. The term of this Agreement will commence April 5, 2025, and shall run until April 4, 2026 unless extended by mutual agreement of the parties.
2. During the term of this agreement, Caretaker shall reside in the Premises and shall use his best efforts to protect the Property from vandalism and other abuse, damage, or destruction.
3. A monthly rental fee of \$450.00 shall be due and payable to City. The payment shall be deducted from payroll on a bi-weekly basis.
4. A deposit equal to one month's rent will be paid by Caretaker and will be refunded upon leaving the premises, less any actually costs deducted for any violations of this Agreement.
5. Caretaker shall take good care of the Premises and all fixtures, furnishings and other property belonging to the City located in and about the Premises and shall keep them in good repair (reasonable wear and tear expected) and in clean and healthy condition, and shall not damage or permit any other person to damage any part of the Premises.
6. If the Property is damaged, Caretaker shall immediately notify the Parks and Recreation Director of the nature, extent, and cause of the damage. If the damage was caused by Caretaker or any person or animal permitted by Caretaker to be on or about the Premises, Caretaker shall pay for any and all replacement repairs that shall be

necessary to put the Property in the same condition as when the caretaker entered the Premises, reasonable wear and tear is unavoidable and loss from fire unexpected.

7. Caretaker shall not make any alteration or additions to the Premises without first obtaining the written consent of the Parks and Recreation Director. All alterations and additions to the Premises shall become and remain the property of the City.

8. Caretaker shall not erect, or otherwise display any signs, placards or posters on or about and visible from the exterior of the Premises without first obtaining the written consent of the Parks and Recreation Director.

9. Caretaker shall not keep dogs, cats, or other animals which would disturb the wildlife. Caretaker may keep an indoor pet in or about the Premises after obtaining the written consent of the Parks and Recreation Director.

10. Caretaker shall not use the Property or permit the Property to be used for unlawful purposes or for purposes that might injure the reputation of the City. Caretaker shall not use the Property or permit the Property to be used in any way that might increase the rate of fire or liability insurance on the Property. Caretaker agrees to indemnify and hold the City harmless from any damages sustained as a result of Caretaker's negligence or wrongful acts or omissions that constitute a breach of this agreement.

11. The license granted to Caretaker under this agreement is exclusive to Caretaker and is nonassignable by Caretaker.

12. The City reserves the right to access the property, including the personal premises of the Caretaker, at the sole discretion of the City with 24 hours advance notice.

13. Caretaker shall not allow the Premises to be occupied or used by any other persons than those specified in this agreement and occasional guests, without first obtaining the written consent of the Parks and Recreation Director. Caretaker shall be responsible for the actions of any family members and all other persons occupying or using the Property with his permission.

14. Caretaker will not engage in any illegal activities or use the premises for any business purpose.

15. Caretaker may not drive a city vehicle to the Caretaker premises after working hours.

16. If Caretaker will be absent from the Premises for a period longer than two days on the weekend, he will notify the Parks and Recreation Director of his anticipated departure and return dates so that alternative plans can be made for the security of the Property.

17. Trash/Recycling. The Caretaker will make sure that their trash and recycling is placed in the appropriate bins set forth for that purpose, and that the rubbish or recycled material is taken to the curb area in time for pick-up. Any excessive pick-up necessary of non-household waste will be coordinated through contacting the Parks and Recreation Director.

18. Parking. Caretaker will park his personal vehicle, and any of his guests, in the parking lot. Caretaker will not park at Nature Center Building during operating hours.

19. Storage. No outdoor storage is permitted of any kind, for example, equipment, lawnmowers, and bikes. These are to be maintained in the shed.

20. Fragile environment: Caretaker will make sure any animals do not create a disturbance to the facility or property. Likewise, Caretaker may not light bonfires or disturb the natural state of the property, unless approved in advance by the Parks and Recreation Director.

21. City shall pay and be responsible for electricity, household garbage removal and water to the Premises. Caretaker shall pay and be responsible for cable, internet and telephone services.

22. City shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage from plumbing gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, sink, toilet or wastepipe in or about the Premises, nor for damage by water, or ice, being on or coming through any roof, door or window, or otherwise. City shall not be liable for any injury sustained in or about the premises by Caretaker, Caretaker's family, or any invitee of Caretaker, or by any property of that person. Caretaker agrees to hold the City harmless from any costs incurred (including reasonable attorneys' fees) or damages sustained as a result of any such injury. Caretaker shall pay and be responsible for any renter's insurance to protect his personal property.

23. The license granted to Caretaker by City under this agreement shall commence on the date of this agreement and shall run for one-year terms, including any extensions, unless terminated on the first to occur of the following:

a) Thirty days from the date either party gives written notice of intent to terminate.

b) If Caretaker leaves the employ of the City, the Caretaker will vacate the premises within thirty (30) days of separation.

c) Breach or default by either party of any of the terms of this Agreement.

d) Material damage to or destruction of the Premises to render it untenable.

24. Upon the termination for any reason of the license granted to Caretaker, Caretaker and all other persons occupying or using the Premises through Caretaker shall immediately vacate the Premises, shall remove from the Premises all personal property and shall leave the Premises in a clean and "move-in" condition. City's use of the Premises after any termination of license shall be without prejudice to any remedies which might otherwise be due to City for arrears in payment of the monthly license fee or for damages to property, or otherwise.

25. City and Caretaker acknowledge and agree that this Agreement is not intended to and does not constitute a lease, and neither City nor Caretaker shall have any rights or remedies generally available to, nor obligation generally imposed upon, landlords and tenants under Florida statutory or common law, other than those set out in this

agreement. Noting contained within this agreement shall be construed as creating an employer/employee relationship between the City and Caretaker.

26. Any notice required or permitted to be given and any payment to be made under this agreement shall be deemed given and made if delivered personally or sent, postage prepaid, by registered mail, return receipt requested, to the Parties at the address listed in the first paragraph of this Agreement or to the addresses as the Parties may specify in writing.

27. This writing represent the entire agreement of the Parties with respect to this subject matter, it may not be altered or amended except by subsequent written agreement executed by the Parties.

IN WITNESS of the above, the parties execute this agreement.

ATTEST:

By: _____

Witness 1 (Signature)

Witness 2 (Print)

By: _____

Witness 1 (Signature)

Witness 2 (Print)

By: _____

Jason Jaccarino, Caretaker

ATTEST:

CITY COUNCIL OF BONITA SPRINGS

By: _____

City Clerk

By: _____

Mayor

APPROVED AS TO FORM

By: _____

City Attorney

ITEM TITLE: Approve the special event permit for the Celebrate Bonita Festival 2025 and the closure of Old US 41 Road from Wilson Street to Ragsdale Street on Saturday, April 12, 2025.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Celebrate Bonita Festival is an event that celebrates the City's incorporation. This year, Celebrate Bonita will be held on April 12, 2025. The event is scheduled from 5 pm to 9 pm. The event features a compilation of student performances, community art pieces, lighting, and a free concert. The Rotary Club of Bonita Springs will sell beer and wine.

Staff is coordinating the event with the Bonita Springs Fire Control and Rescue District and the Lee County Sheriff's Office. Lee County Sheriff's Office will provide traffic control and security for the event. Old 41 from Wilson to Ragsdale will be closed from 4:00 pm-10:00 pm. The road closure will assist with pedestrian traffic and safety.

On Wednesday, April 9th, the Old 41 Corridor from the bridge to Riverside Park will be lit to Celebrate Bonita. The free nightly stroll will begin at dusk and will be available until 10 pm. The stroll will include lights, music, projections, and art décor. The stroll will be operational nightly from April 9th to 12th.

City Council has approved funds for the Celebrate Bonita event, and is available in line item 00.430.574.4803

STAFF RECOMMENDATION: Approve the special event permit for the Celebrate Bonita Festival 2025 and the closure of Old US 41 Road from Wilson Street to Ragsdale Street on Saturday, April 12, 2025.

ATTACHMENTS:

1. Special Event Permit Application
2. MOT Map
3. Layout map
4. Flyer

REVIEWERS:

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

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

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: _____

Effective Date/Time: _____

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

Phone: 239/949-6262

Fax: 949-6239

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

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

Organization: City of Bonita Springs
Celebrate Bonita 2025
Nature of Event: _____
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>04/12/2025</u>	<u>8am</u> to <u>5pm</u>	<u>5pm</u> to <u>9pm</u>	<u>9pm</u> to <u>11pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 2024
Individual Contact for Activity/Event: Karissa Minoi Phone: 239-949-6262
Address: 9101 Bonita Beach Rd SE Website: CityofBonitaSprings.org
E-Mail Address: Karissa.minoi@cityofbonitasprings.org
Major Sponsor(s): N/A
Promoter(s): N/A Phone or Contact #: _____

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 1,000 or more? | ☒ | ☐ |
| Actual Anticipated number: <u>4,000</u> | | |
| 2. Parking: Will off-site parking be provided? _____ | ☐ | ☒ |
| Will "shuttle" service to parking be provided? By whom? _____ | ☐ | ☒ |
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). <u>Indicated stage location(s) on siteplan.</u> | ☒ | ☐ |

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

Yes No

15. Sanitary Facilities:

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

☒ ☐

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

☐ ☒

Will additional refuse containers/dumpsters be provided?

☒ ☐

If yes, by whom: Toi Toi, Eagle Hubs

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.
17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

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

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

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

[Signature]

02/26/2025

Comments: _____

Signature of Applicant

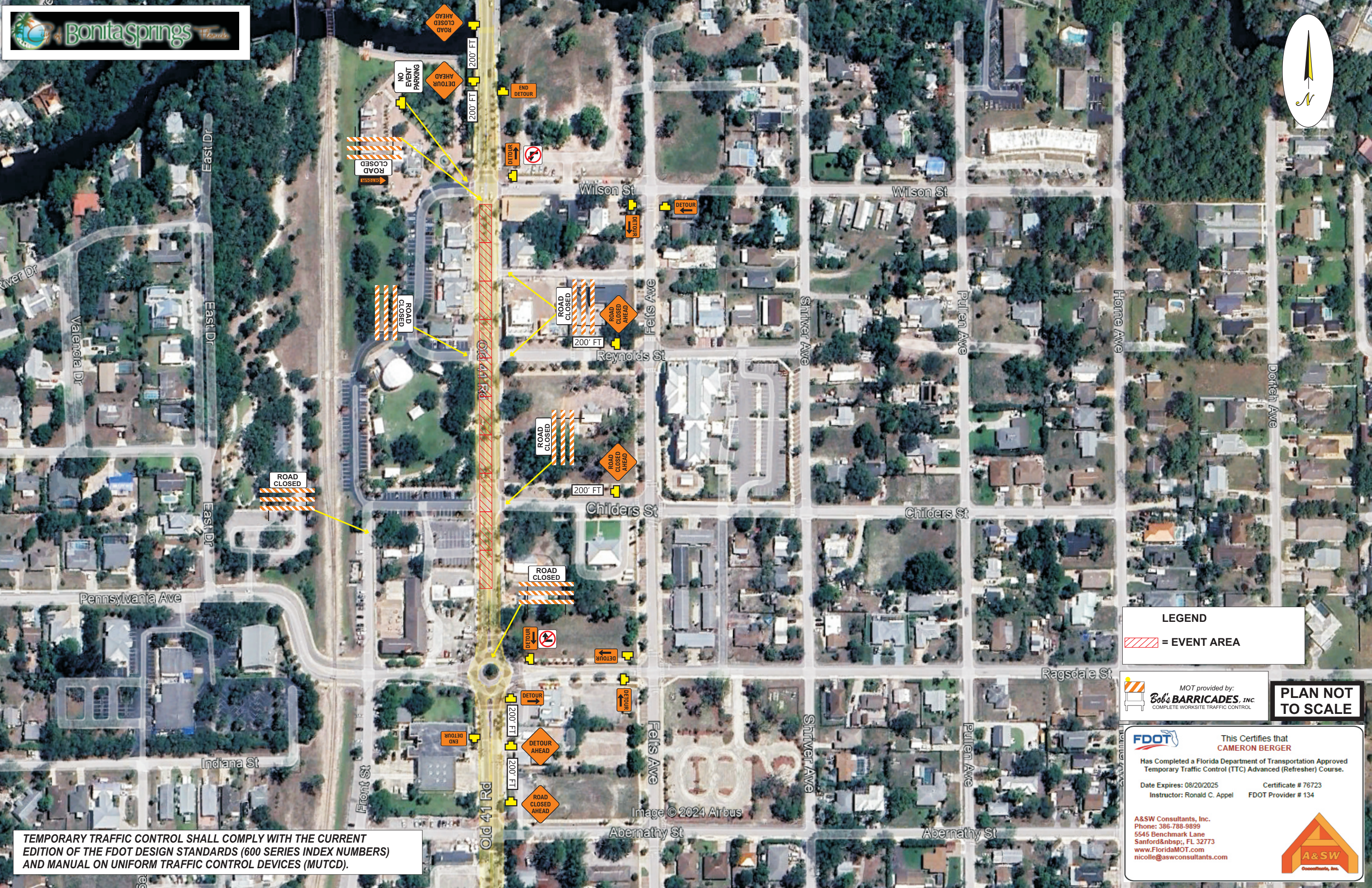
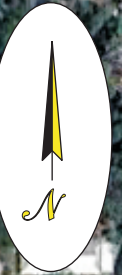
Date

City Manager

Date

Comments: _____

Application Fee is non-refundable.



LEGEND

 = EVENT AREA

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

PLAN NOT TO SCALE

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

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



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

CELEBRATE BONITA 2025
LAYOUT MAP

The Springs of Bonita
Outdoor Church

Ez Physicals

27340

27308

Reynolds St

Old 41 Rd

Fire Truck

Medical
Tent

Old 41 Rd
Road Closure

Riverside Park
Popular site for community events

nonprofit table area

Truck

Truck

10451

Potential food vendor area

Front St

Bonita Springs LIONS
Wednesday Market

Google

The City of Bonita Springs Presents

CELEBRATE BONITA 2025

APRIL 12TH
5PM TO 9PM



RIVERSIDE PARK

10450 REYNOLDS ST, BONITA
SPRINGS, FL 34135



FREE EVENT



MORE INFORMATION AT
CITYOFBONITASPRINGS.ORG
OR CALL 239-949-6262

ITEM TITLE: Approve annual update to employee salary ranges effective April 1, 2025

REQUESTOR: Arleen M. Hunter, City Manager; Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

On April 6, 2022, in order to maintain competitive employment opportunities, City Council approved an annual cost-of-living adjustment to the employee salary ranges based on the Consumer Price Index (CPI) as outlined in Section 19 of the City Charter.

The City strives to be competitive with labor market averages while maintaining a range sufficient to provide potential for growth in each position. Competitive ranges are essential to recruiting and retaining staff.

This annual adjustment also prevents a long-standing employee from outgrowing their salary range, which would adversely affect their opportunity for future pay increases as well as retirement contributions.

The proposed ranges include an annual cost-of-living adjustment of 2.3% based on the Consumer Price Index (CPI), South Region, in effect as of April 1st as outlined in Section 19 of the City Charter.

STAFF RECOMMENDATION: Approve annual update to employee salary ranges effective April 1, 2025

ATTACHMENTS:

1. Proposed Salary Ranges for 2025
-

REVIEWERS:

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



Proposed Salary Ranges 2025

Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum
1	\$35,300	\$44,100	\$53,100
2	\$37,750	\$47,170	\$56,470
3	\$40,000	\$50,030	\$59,950
4	\$43,990	\$55,140	\$66,090
5	\$50,440	\$63,020	\$75,600
6	\$55,860	\$69,770	\$83,790
7	\$60,460	\$80,520	\$96,580
8	\$80,520	\$100,570	\$120,720
9	\$97,700	\$122,050	\$146,400
10	\$134,020	\$167,570	\$201,130
11	\$143,740	\$179,540	\$215,550

ITEM TITLE: Adopt the Strategic Priorities discussed at the City Council Strategic Planning Workshop held on March 5, 2025.

REQUESTOR: Michael J. Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

During the City Council Strategic Planning Workshop on March 5, 2025, a consensus was reached on the following seven (7) Strategic Priorities:

1. Improve Stormwater Management and Resiliency
2. Improve Vehicular and Multimodal Transportation Networks
3. Enhance Community Aesthetics, Parks and Facilities
4. Environmental Protection
5. Strengthen City Finances
6. Government Transparency and Efficiency
7. Economic Development

Upon adoption by City Council, staff will begin implementing these Strategic Priorities in the development of agenda items, budget planning, and in the allocation of City resources.

STAFF RECOMMENDATION: Adopt the Strategic Priorities listed above.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Presentation by the Neighborhood Services Department on code enforcement activity.

REQUESTOR: Tony Backhurst, Neighborhood Services Director

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: #1 Stormwater Management; #5 Community Aesthetics

BACKGROUND:

Pursuant to Council's request for periodic updates on code enforcement activities, Tony Backhurst, Director of Neighborhood Services, will present statistics from calendar year 2024.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS:

Presentation - Neighborhood Services Department Statistical Update for 2024

REVIEWERS:

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

Neighborhood Services & Emergency Management

Department
Statistical Update
for 2024



Neighborhood Services & Emergency Management

Main Roles & Responsibilities

Code Enforcement

- Property Maintenance Issues (Lot Mows, dilapidated properties, etc.)
- Unpermitted Work (driveways, residential additions, fences, etc.)
- Unlicensed Contractors
- Private Stormwater Conveyance Issues
- Enforcement of Development Standards
- Enforcement of Zoning Infractions
- Unregistered Vehicles
- Exotic/Invasive Vegetation Control
- Trash, Debris, Waste Material & Excess Horticultural Waste on Properties
- Vacant Lot Maintenance
- Parking Complaints
- Liaison to Other Agencies for Ordinance Violations (LCDAS, DBPR, BSU, LCSO, etc.)
- Signs (snipe signs, unpermitted signage, etc.)

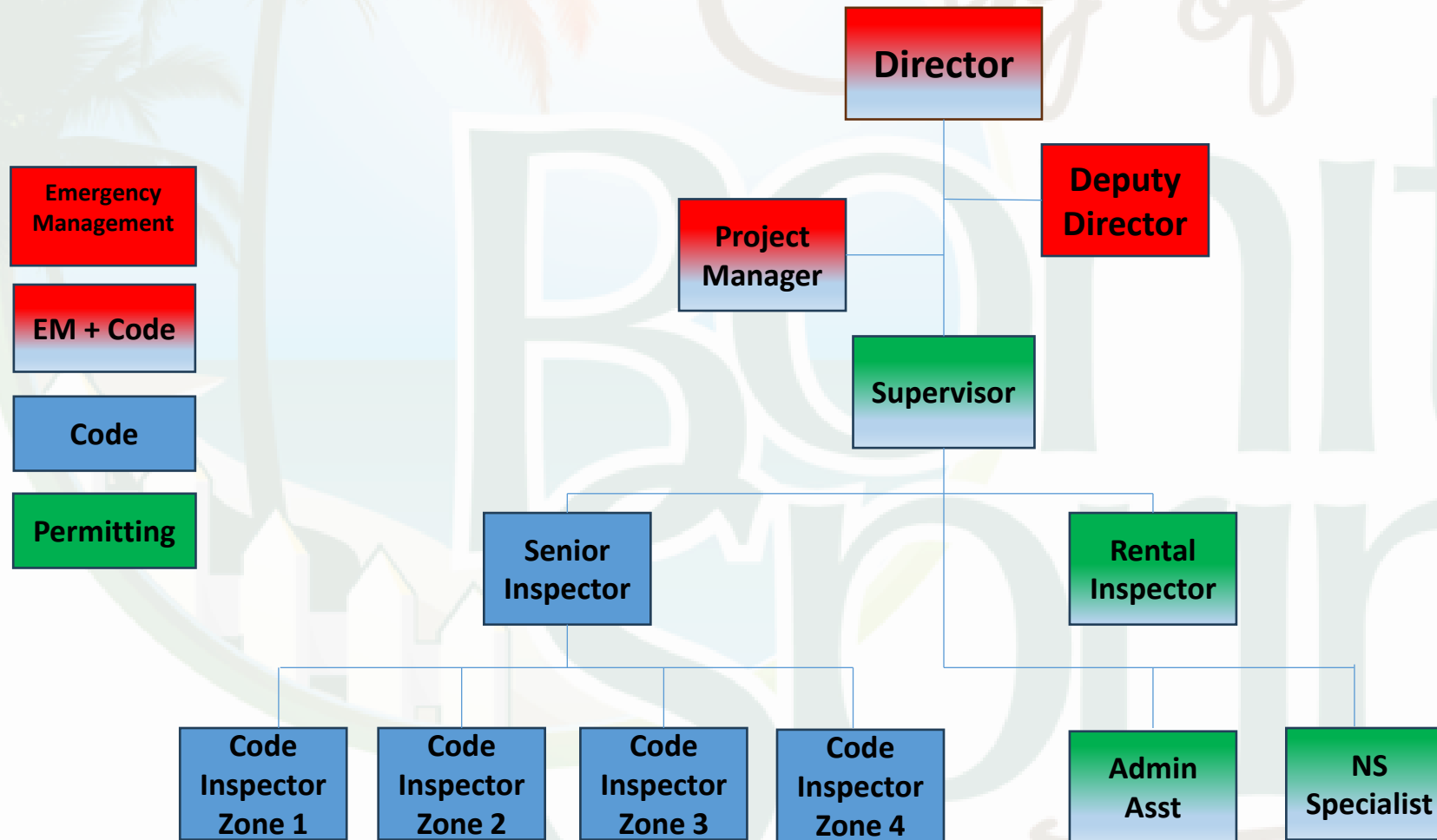
Permitting / Licensing & Administrative

- Residential Rental Property Permit – Approximately 2,300 residences within the city on a 3yr cycle.
- Inspections of Rental Properties to ensure minimum living standards
- Licensing (Fertilizer, Professional & Institutional Landscaping)
- Firework Permits
- Administrative - Lien, Permit & Open Case Searches on every property transfer within City of Bonita Springs
- Preparation of legal documentation for Special Magistrate Hearings (Orders, Mitigations, Impositions)
- Filing of liens and lien releases with Lee County Clerk of Courts
- Mandatory construction & demolition diversion & recycling

Emergency Management

- Maintain the City's Emergency Operations Plan (EOP)
- Oversee the City's participation in the Florida Recovery Obligation Calculation (FROC) program
- Coordinate the City participation for the Community Rating System (CRS)
- Enforcement of violations within the Special Flood Hazard Area (SFHA)
- Primary Dept. in conducting the Initial Damage Assessment (IDA) within the City following an emergency
- Liaison to Lee County Emergency Operations Center (EOC) & Florida Dept. of Emergency Management (FDEM)
- Maintenance of requisite equipment and training

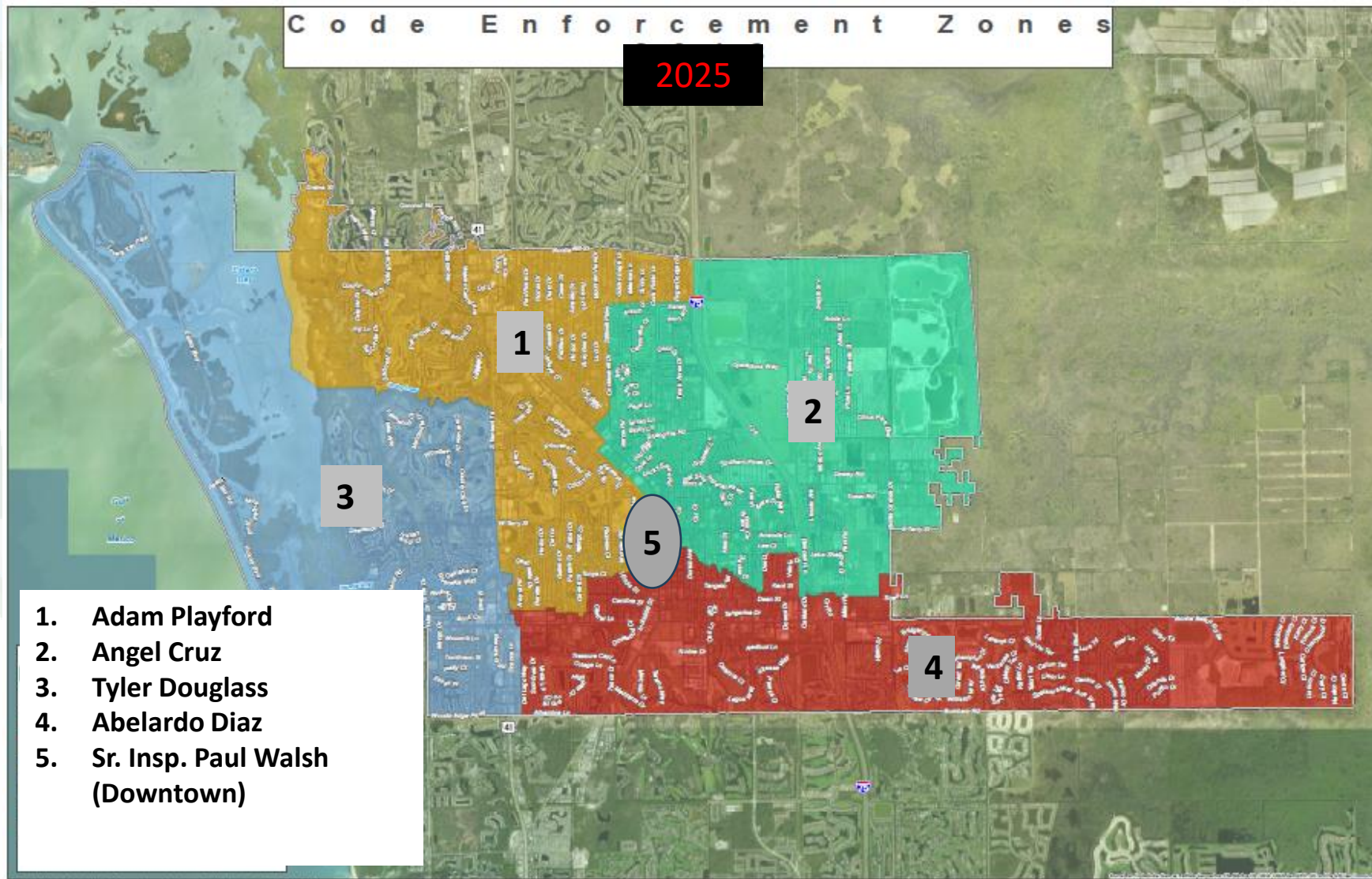
Department Organizational Chart



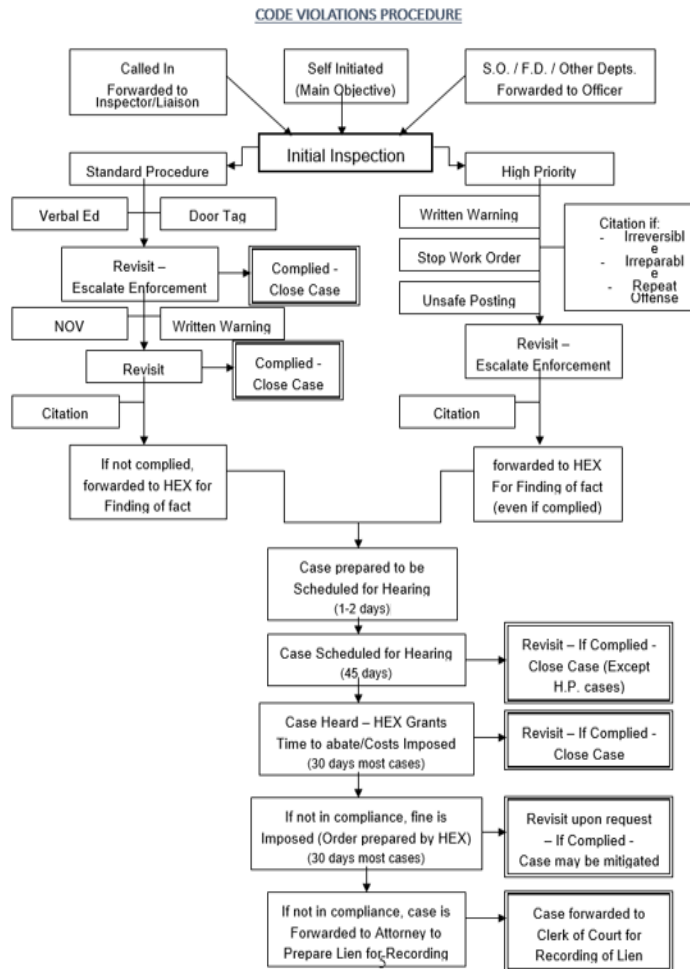
Department converts entirely to Emergency Management at the initial stage of preparation for impending incidents & through until completion.

Neighborhood Services District Map

City divided into 5 sections each with an assigned Inspector



Code Enforcement Processes



Due Process

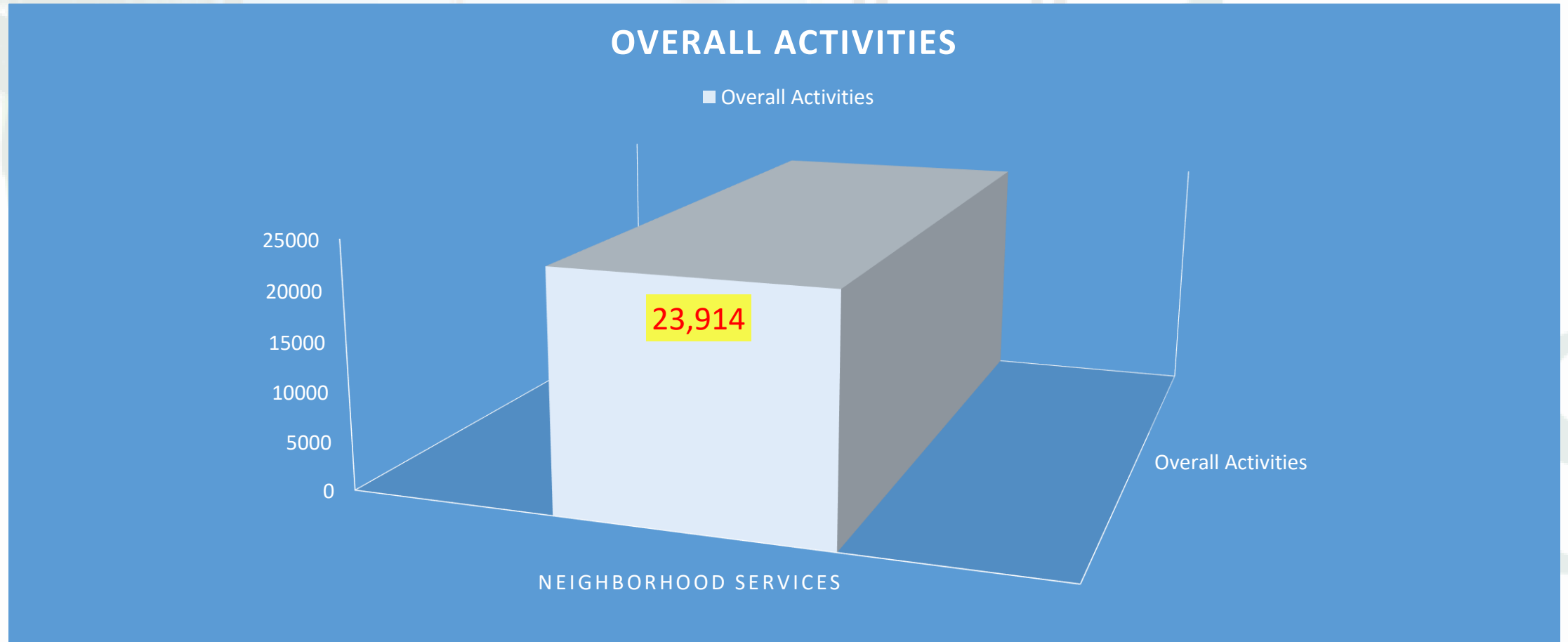
- §162 of the Florida Statutes regulate Due Process requirements
 - Notice
 - Reasonable time to comply
- Best case scenarios require only two visits and may be concluded within days or a few weeks without formal proceedings (**voluntary compliance**)
 - First visit to advise of the violation
 - Second visit for re-inspection and determination of compliance
 - Case closed
- Complex cases require formal proceedings and can take months or years to comply (**involuntary compliance**)
 - Requires Noticing
 - Involves extensive research
 - Requires daily, weekly or monthly inspections
 - Can necessitate monetary expenditures by the City
- Administrative assistance is required throughout any process to ensure legal requirements are met as efficiently as possible.

Formal Hearing Process

F.S. §§162.06 - 162.12

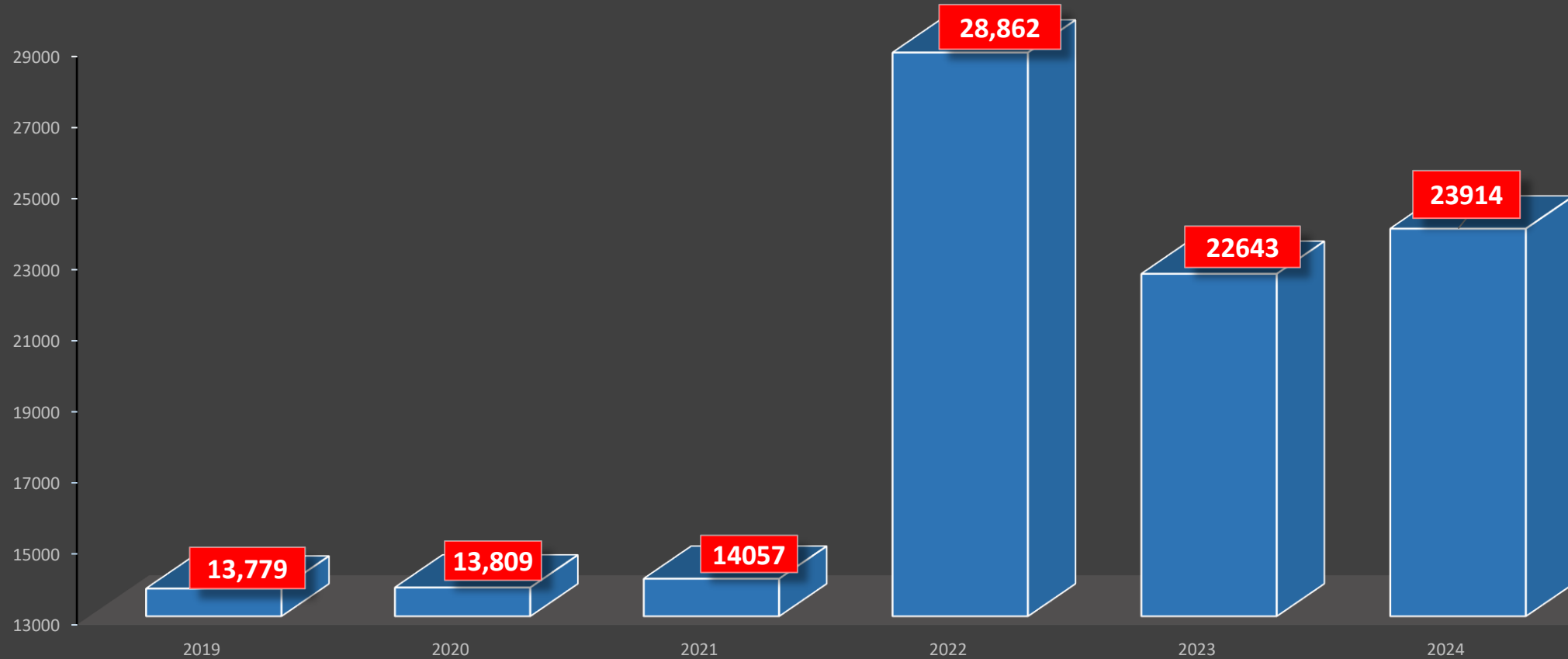
1. If no progress occurs through informal efforts, a formal Notice of Violation is issued allowing reasonable time to comply.
2. If compliance is not achieved by given date, a Notice of Hearing is issued, and the matter goes before the Hearing Examiner.
3. If the Hearing Examiner finds that a violation does exist, Respondent is ordered to comply by a date certain or face the imposition of fines.
4. At the next hearing, the Hearing Examiner determines whether compliance has been achieved. A finding of noncompliance results in an imposition of fines, which becomes a lien on the property.

2024 Responsive Activities



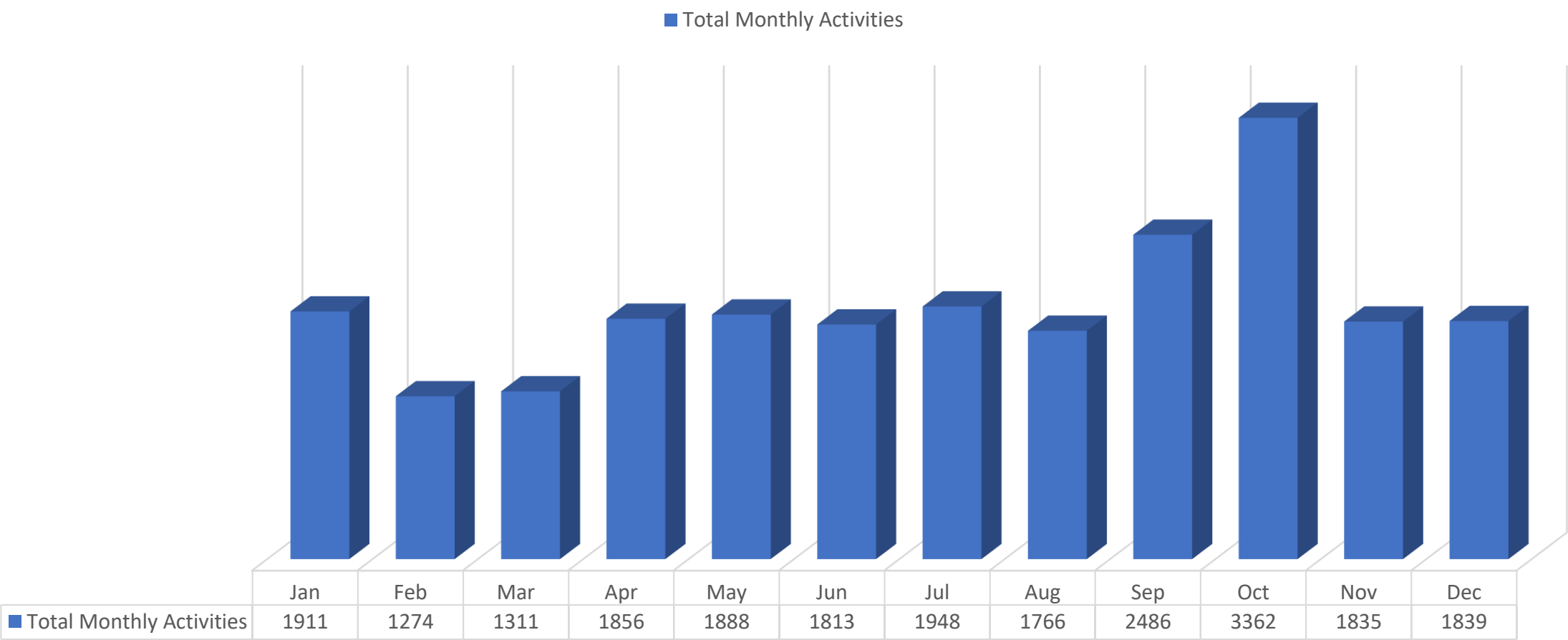
Responsive Activities from 2019 to 2024

TOTAL ACTIVITIES

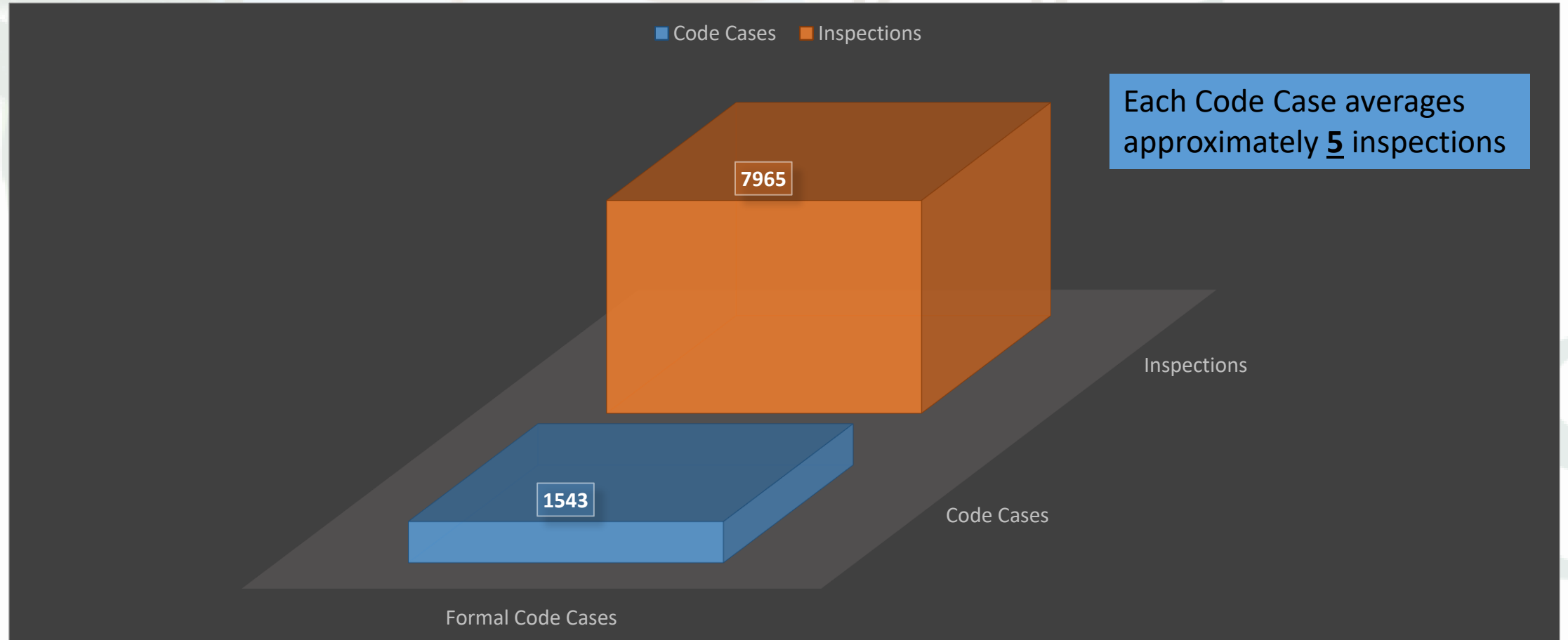


2024 Statistical Breakdown

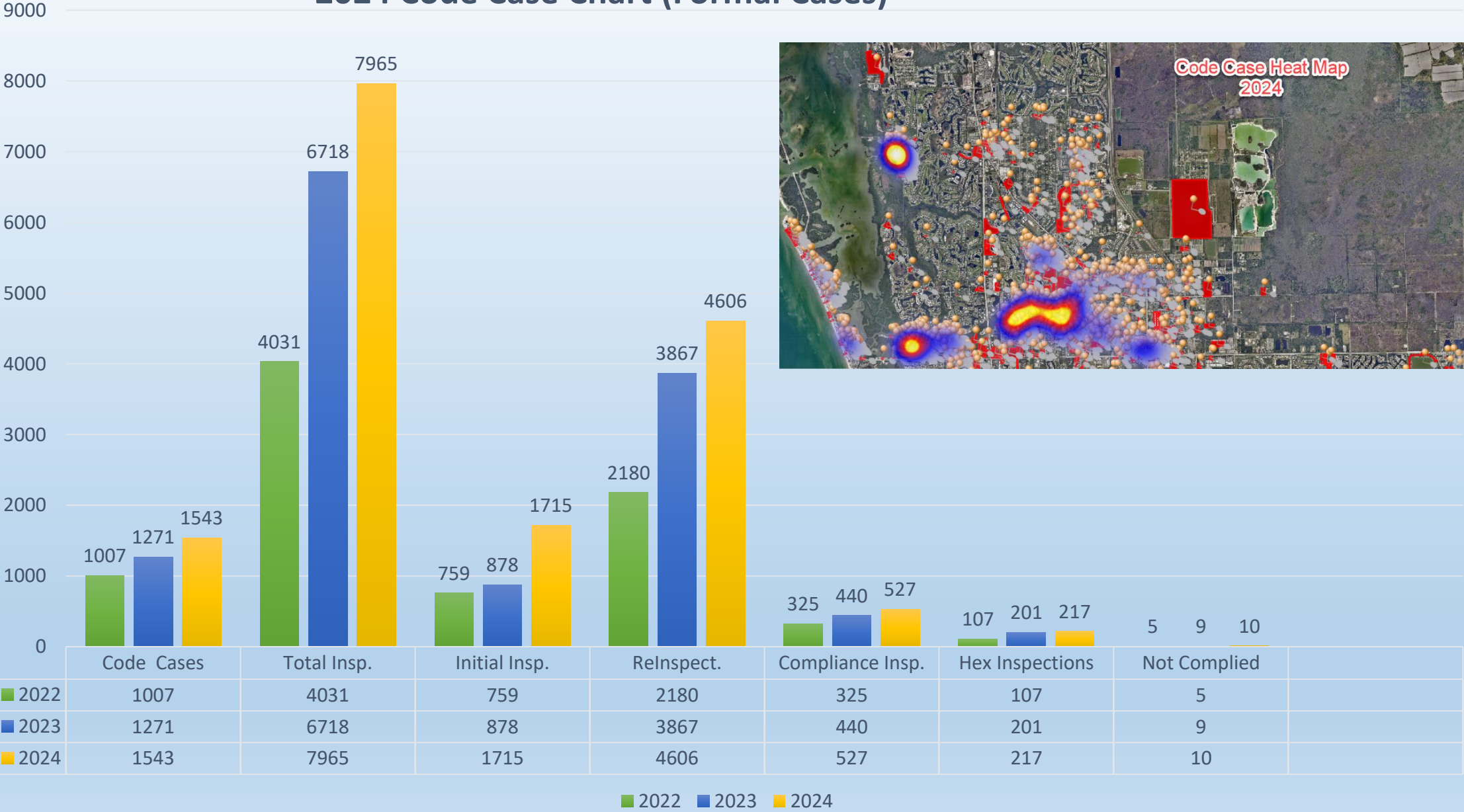
MONTHLY ACTIVITY STATISTICS



2024 Code Cases (Formal)



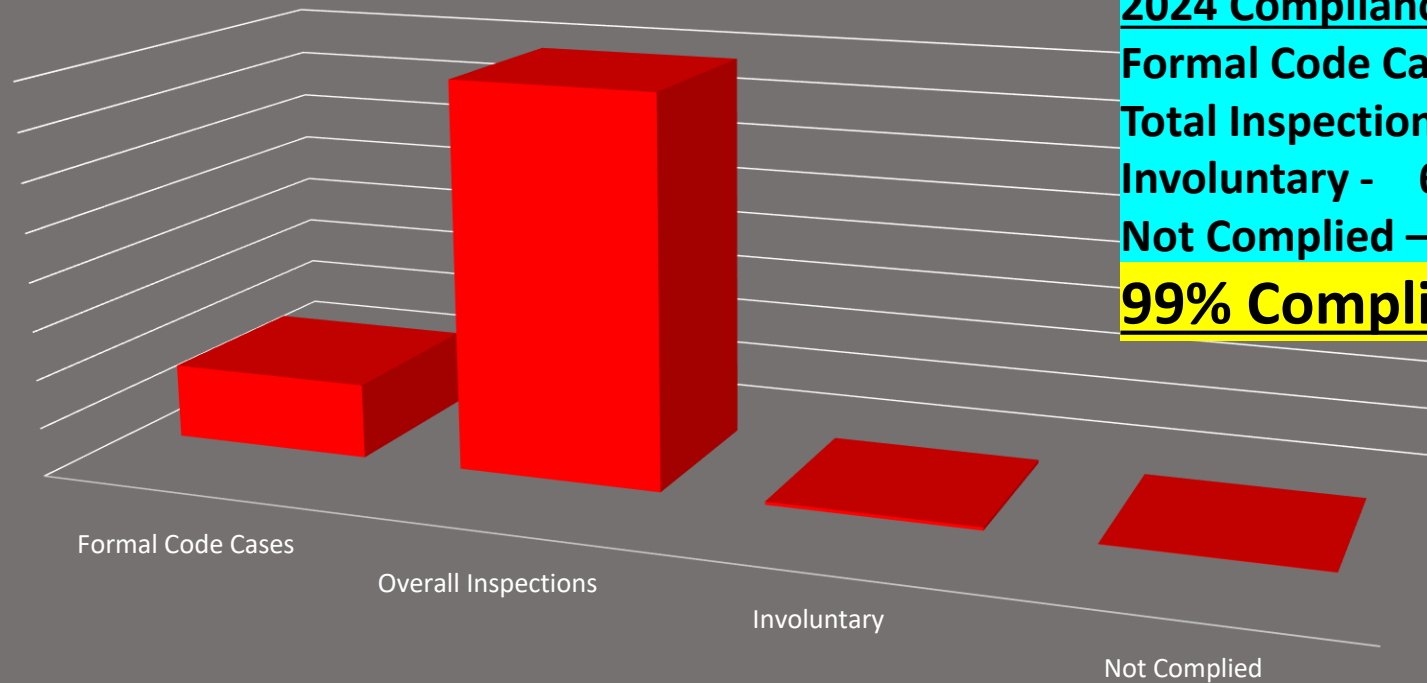
2024 Code Case Chart (Formal Cases)



Compliance Statistics of 2024

COMPLIANCE %

■ Compliance %



2024 Compliance:

Formal Code Cases – 1,543

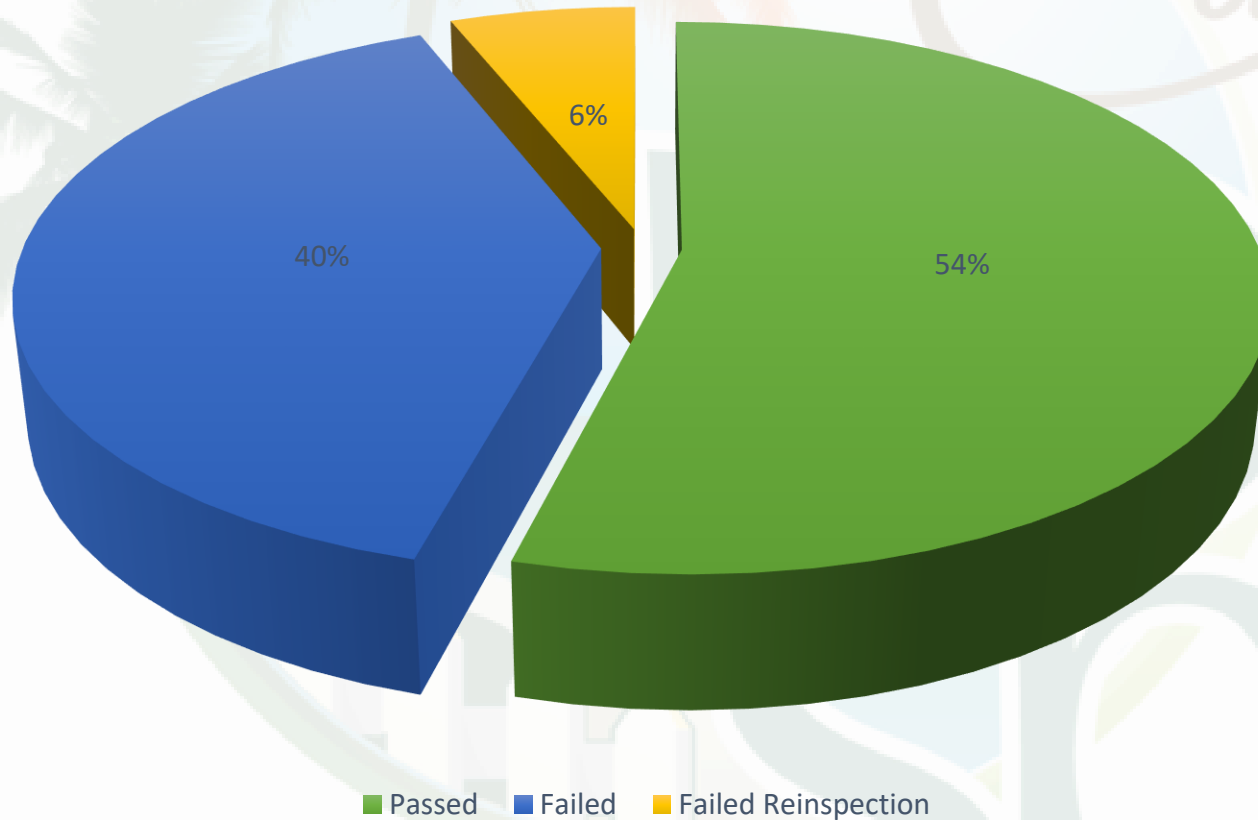
Total Inspections – 7,965

Involuntary - 66

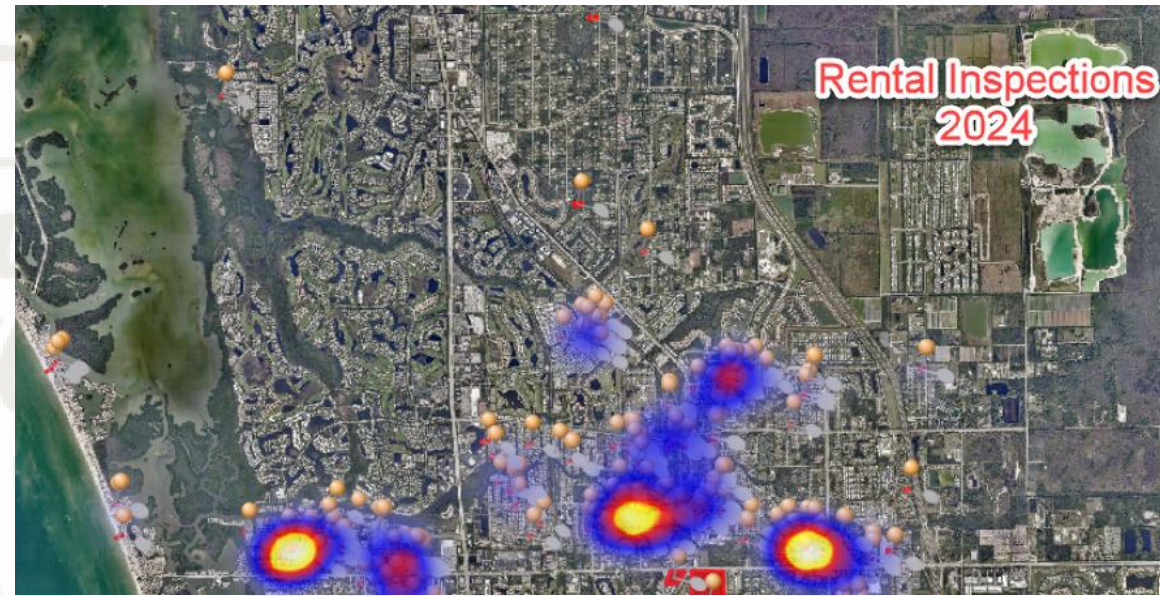
Not Complied – 10

99% Compliance

Rental Inspections



- Approximately 2,300 Rental Properties City Wide
- Inspection every 3yrs for Rental Permit



Minimum Housing General Requirements

The City has adopted the 2015 International Property Maintenance Code to regulate the maintenance of all structures within the City and to insure minimum standards for living in residential structures. This code is very involved as it covers the maintenance of structures and equipment that affect your living standards. As a renter, you are entitled to safe, sanitary, and healthy living conditions. As a landlord, you are required to maintain the structures to provide healthy, safe and sanitary living conditions to your tenants. This code helps in establishing minimum standards for dwelling units. These standards include:

- Smoke/fire alarms/detectors in every sleeping room and adjacent hallway;
- Windows to provide proper light and ventilation;
- Windows and doors to provide proper ingress and egress;
- Doors and windows to be weather tight and have safety equipment (locks);
- Kitchens to have proper food preparation surfaces and utilities and be able to be maintained in a sanitary manner;
- Floors and walls to be free of cracks, holes and breaks;
- Bathrooms to have proper ventilation;
- All rooms to have proper square footage for proper occupancy-dwelling units must not be overcrowded;
- All plumbing and electric must be functioning properly and without hazards;
- Screens must be on all openable windows;
- All dwelling units must be free from infestation of rodents or other pests;
- All units must be free of trash, junk, debris and other items that create rodent harborage;
- The property must properly drain so that the foundation of the structure stays in good repair.

The above is a brief synopsis of what the International Property Maintenance Code covers. It is designed to protect the health, safety and welfare of all persons in the community. If you have questions, please call us.

Rental Inspections

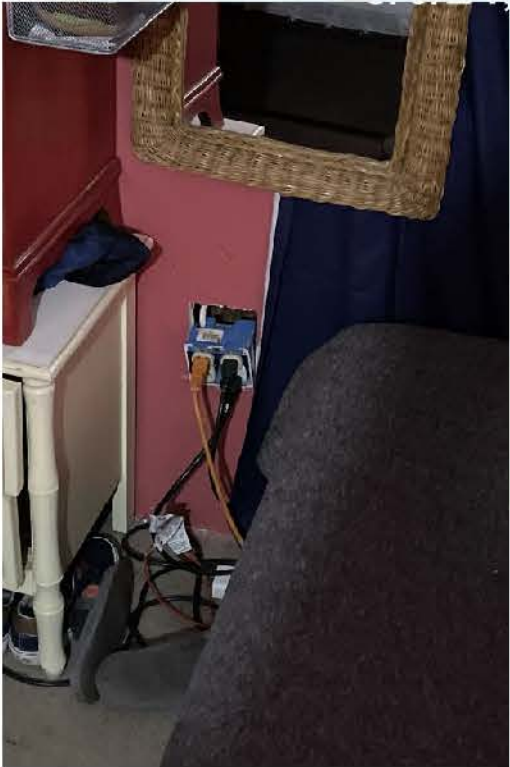
Overcrowding +
Unsanitary

Plumbing

8/6/24, 10:21 AM







2024 Stormwater – Private Stormwater Conveyance

Before



After



Before



After



Before



After



Before

After

**NO BEFORE PICTURE
(WASN'T ACCESSIBLE)**

March 19, 2024 at 12:58 PM





THE END

ITEM TITLE: Presentation by the Parks and Recreation Department on Parks and Recreation Capital Improvement projects (CIP).

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

In preparation for the FY 25-26 Budget planning process, Nicole Perino, Parks and Recreation Director, will present the current Parks and Recreation Facilities Capital Improvement projects. As there is a request for a Council action item on the March 19, 2025 Meeting agenda for a park capital improvement project, this presentation will act as the CIP Workshop for Parks and Recreation.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Discussion regarding funding options for the Bonita-Estero Rail-Trail (BERT) project.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 2. Transportation; 8. Economic Development

BACKGROUND:

City Council previously discussed the Bonita-Estero Rail-Trail (BERT) project as a priority and has allocated \$5,000,000 within the CIP to support the Sun-Trail (Rails to Trails) initiatives. I would like to discuss with Council the possibility of seeking funding options for this project for \$15,000,000. I would like to ask staff to bring back any funding options to City Council so that we may discuss.

STAFF RECOMMENDATION: Discussion

REVIEWERS:

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

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 March 19, 2025 City Council meeting agenda to keep residents and City Council members informed of the latest developments regarding the School District's plans for the Elementary School.

RECOMMENDATION: Receive update from Council Member Fullick.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Approve Resolution accepting the proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement in the amount of \$1,162,206 for Phase I of the Riverside Park Renovations project and approving a budget transfer to provide funding.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: City Manager

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

On August 7, 2024, City Council approved a proposal from RVi Planning + Landscape Architecture, in the amount of \$105,000 for the Riverside Park Bandshell Lawn Artificial Turf, sidewalk and paver Design project. This proposal included work for project coordination services, conceptual site planning services, surveying services, public meetings, workshops and graphics design to develop a Conceptual Design.

On September 18, 2024, City Council approved a proposal from RVi Planning +Landscape Architecture, in the amount of \$226,000, to provide Final design, bidding, permitting and construction services. This proposal included work for Final design to include construction documents, irrigation design, regulatory services, pre-construction and bidding services, Civil engineering for LDO submittal, environmental services and construction observation.

On December 18, 2024, RVi Planning + Architecture presented the final design plan of the project. Council provided direction to staff to move forward with the permitting process and construction cost elements of the project.

Attached is a proposal from EnviroStruct, LLC in the amount of \$1,162,206 for Phase One of the Riverside Park Renovations project. The work is outlined in the proposal attached to include ADA improvements, site demo, paving and curbing, underground utilities, permeable pavers, landscape and irrigation, LED lighting and Exterior Bandshell improvements.

Section 46 (d) of the City Charter allows the transfer of all or part of any unrestricted appropriations from one department to another by resolution.

A budget transfer from unrestricted appropriations of \$745,539 is required to fund this project as is outlined in the attached Resolution.

STAFF RECOMMENDATION: Approve Resolution accepting the proposal and approving a budget transfer.

ATTACHMENTS:

1. Proposal from EnviroStruct, LLC
2. Resolution

REVIEWERS:

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

Riverside Park Reno-Phase 1

Riverside Park

Estimate

March 12, 2025



Bldg Area: 220 sf

Site Area: 1.50 ac.

General Conditions (4 Months)

Cost Code	Description	Qty.	U/M	Total
Total			\$	89,640.00

Sub Contractor & Supplier Cost

Cost Code	Description	Qty.	U/M	Total
01-100 1	General Requirements	1	LS	\$ 26,060.00
02-035 2	Surveying	1	LS	\$ 17,500.00
02-117 3	Material Testing - Compaction & Concrete	1	LS	\$ 7,000.00
02-001 4	Demolition			\$ 121,100.00
	5 Demo Existing Shade Structures	2	EA	Included Above
	6 Site Demo - Paving - Sidewalks - Curbs - Etc.	9,610	SF	Included Above
	7 Storm Drain Structure, raise elevation	1	LS	Included Above
02-001 8	Sitework			\$ 113,700.00
	9 MOT	1	SF	Included Above
	10 Rough Grade	65,200	SF	Included Above
	11 Import/Export Fill	1,000	CY	Included Above
	12 Fine Grade @ Completion	65,200	SF	Included Above
	13 Silt Fence	1,350	LF	Included Above
	14 Construction Entrance	1	EA	Included Above
	15 Inlet Protection & Maintenance of Erosion Control	1	LS	Included Above
02-001 16	Paving & Curbing			\$ 148,940.00
	17 Concrete Paving - Drivable	300	SF	Included Above
	18 Concrete -Speed table	1	LS	Included Above
	19 Asphalt Paving -Repair/Resurface	1	LS	Included Above
	20 Curbs	780	LF	Included Above
	21 Ribbon Curb	740	LF	Included Above
	22 Flume	2	EA	Included Above
	23 Sidewalks & ADA Mats	8,300	SF	Included Above
02-025 24	Wheel Stops & Striping & Signs	1	LS	\$ 8,500.00
02-040 25	Underground Utilities			\$ 34,000.00
	26 Storm Drain, tie-in	4	EA	Included Above
	27 Storm Drain, extend & cap piping for future	2	EA	Included Above
	28 Clear & Vaccum Storm Drain Lines	1	LS	Included Above
	29 French Drainage System	100	LF	Included Above
02-026 30	Pavers	1	LS	\$ 112,385.00
	31 Permiable Pavers	2,660	SF	Included Above
	32 Traffic Pavers	8,170	SF	Included Above
02-140 33	Landscape & Irrigation			\$ 59,390.00
	34 Relocate Palm Trees	7	EA	Included Above
	35 New Palm Trees	8	EA	Included Above
	36 Relocate Oak Trees	1	EA	Included Above
	37 Shrubs & Groundcovers	659	EA	Included Above
	38 Sod	7,500	SF	Included Above
	39 Mulch	5,200	SF	Included Above
	40 Irrigation & Sleeves	1	SF	Included Above

Riverside Park Reno-Phase 1
Riverside Park
Estimate
March 12, 2025



05-720	41	DOT Handrail, 42" high	16	LF	\$	2,400.00
Cost Code		Description	Qty.	U/M		Total
10-430	42	Code Required Signage				None
10-430	43	Signage				None
15-400	44	Plumbing			\$	1,000.00
	45	Remove -Drinking Fountian	1	EA		Included Above
16-001	46	Electrical	1	LS	\$	160,500.00
	47	Remove & Reinstall Light Bollard	3	EA		Included Above
	48	Replace -Light Pole and Base (Riverside to Liles Hotel)	35	EA		Included Above
17-999	49	Building/Stage, painting & repair -Allowance	1	ls	\$	69,000.00
Total					\$	881,475.00

Estimate Summary

Total General Conditions w/ Labor Burden	\$	89,640.00
Total Subcontractor Costs	\$	881,475.00
Contingency	\$	97,112.00
Design Fees - Architectural / Structural / Civil / MEP		By Owner
Permit & Impact Fees		By Owner
Builders Risk		By Owner
Liability Insurance	\$	8,546.00
Performance & Payment Bond	\$	9,400.00
Total Fee	\$	76,033.00
Total Base Bid		\$ 1,162,206.00

Qualifications & Assumptions:

- Includes connector sidewalk & striping across 2nd street
- Includes Future storm drain caped tie-ins
- Includes root prune of oak tree for relocation

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

**A RESOLUTION OF THE CITY OF BONITA SPRINGS,
FLORIDA; APPROVING THE BUDGET AMENDMENT
FOR FISCAL YEAR 2024-2025 FOR RIVERSIDE PARK
BANDSHELL LAWN, ARTIFICIAL TURF, SIDEWALK
AND PAVER REPLACEMENT PROJECT; AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

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

WHEREAS, as outlined in City Council agenda item 25-03-070 the City approves a proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in the amount of \$1,162,206 for the Phase I of the Riverside Bandshell Lawn Artificial Turf, Sidewalk and Paver Replacement Project.

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

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

Section 2: The Bonita Springs’ City Council authorizes a budget amendment to fund the 30.605.572.6359 Riverside Park Bandshell Lawn Artificial Turf, Sidewalk and Paver Replacement Project as follows:

30.605.572.6359 Riverside Park Bandshell Project	\$745,539
30.250.538.6807 Logan Blvd Regional Floodway/Drainage (project complete)	(145,539)
30.270.519.4911 Urban Design (allocation to park improvements)	(100,000)
Unassigned Fund Balance	(500,000)

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 19th day of March, 2025.

Attest:

By: _____
City Clerk

By: _____
Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

ITEM TITLE: Presentation of the January 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 January 31, 2025. This report is for the four 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

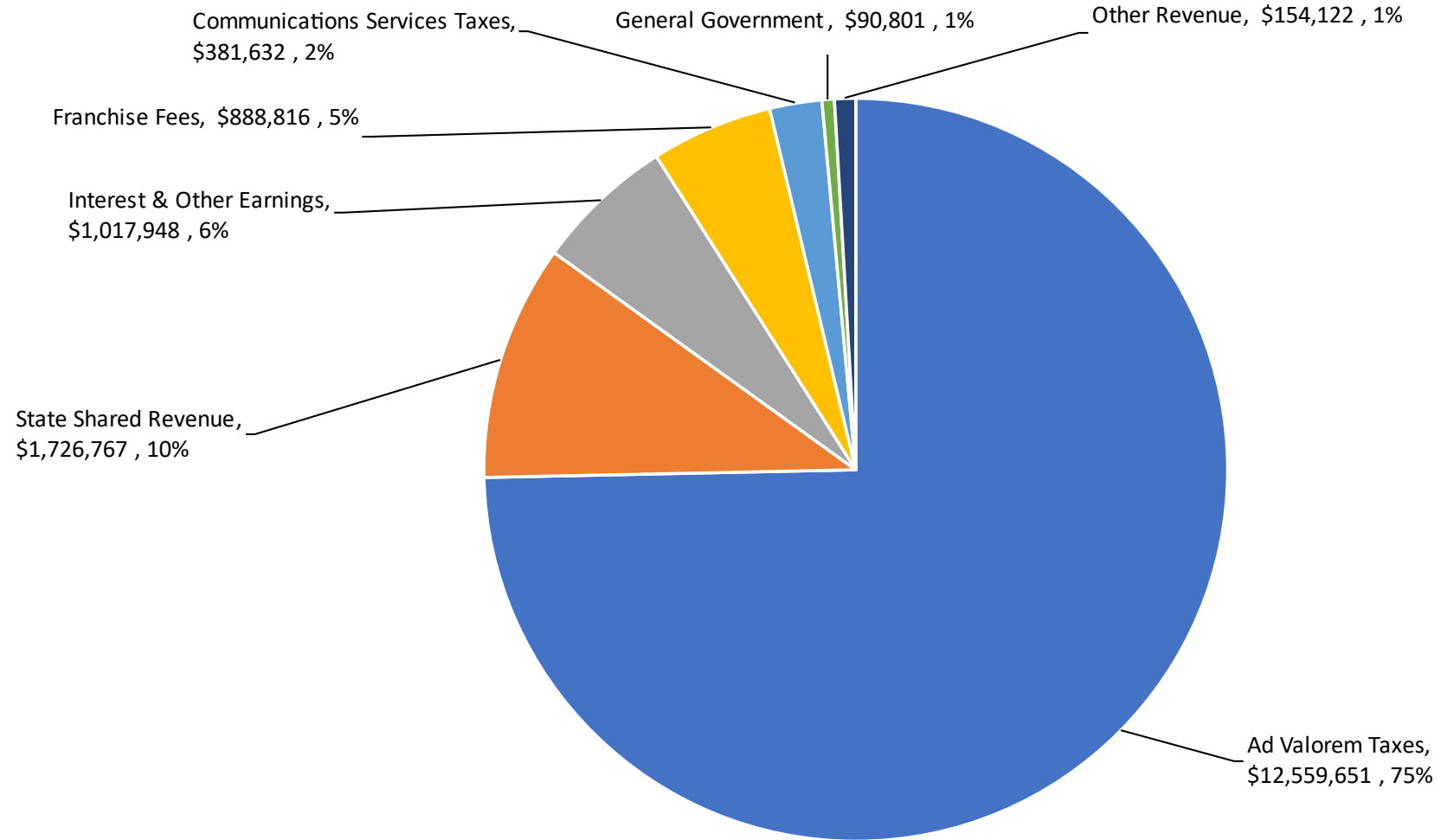
REVIEWERS:

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

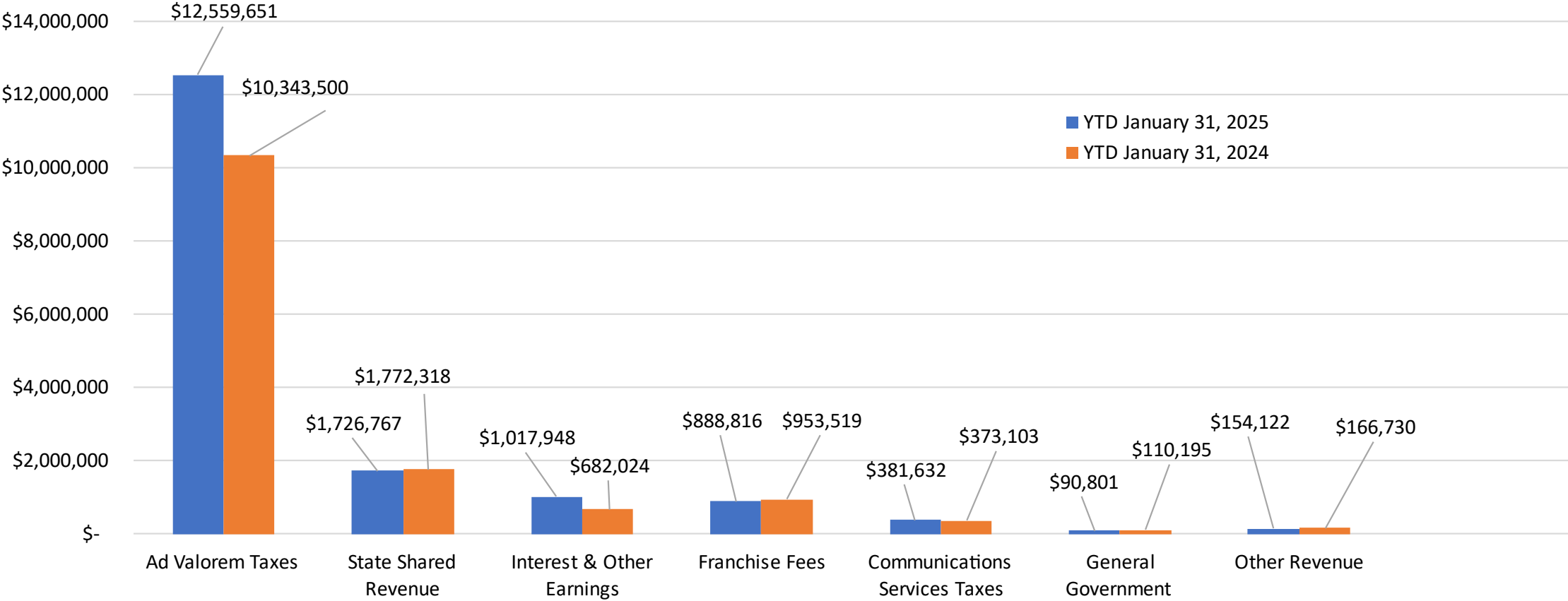
January Financial Report



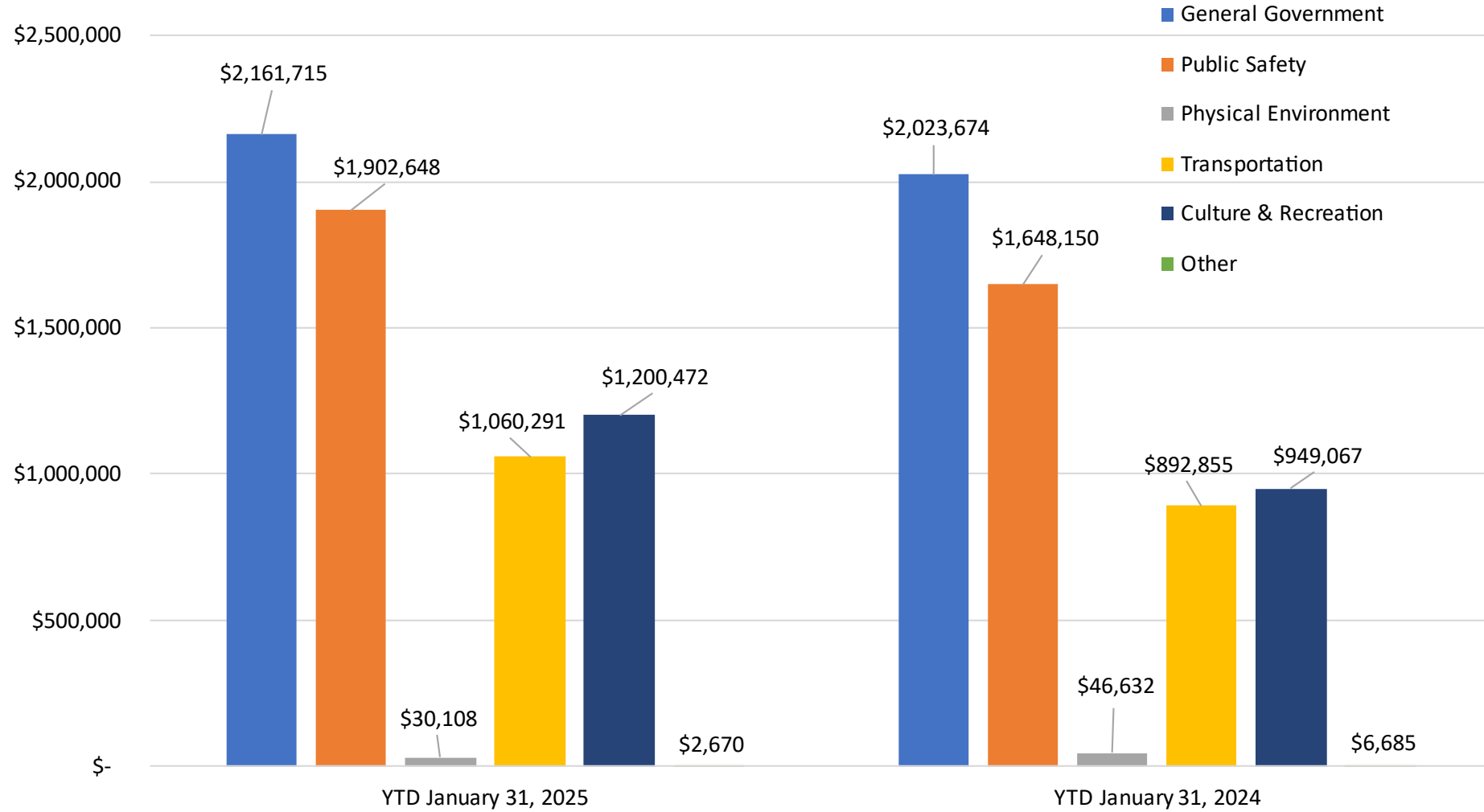
General Fund Revenue as of January 31, 2025



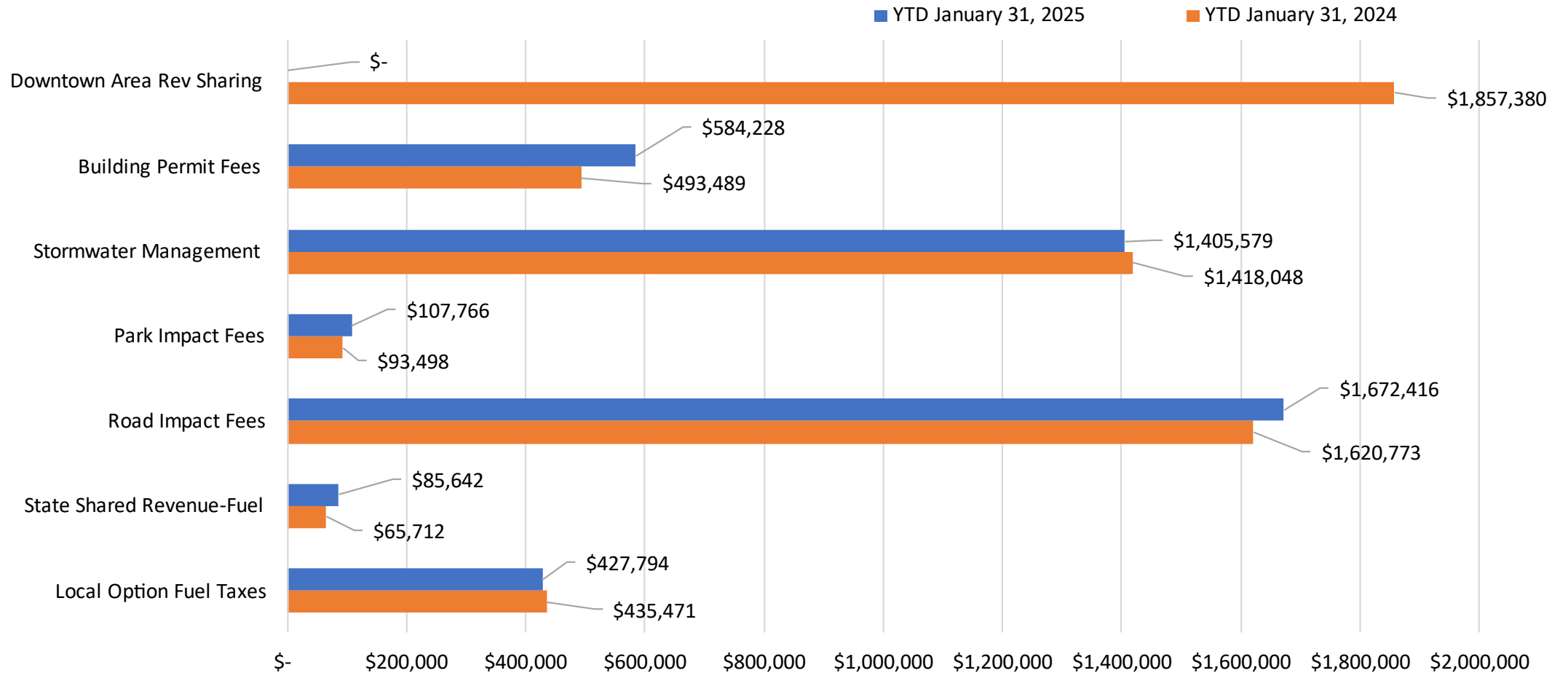
General Fund Revenue



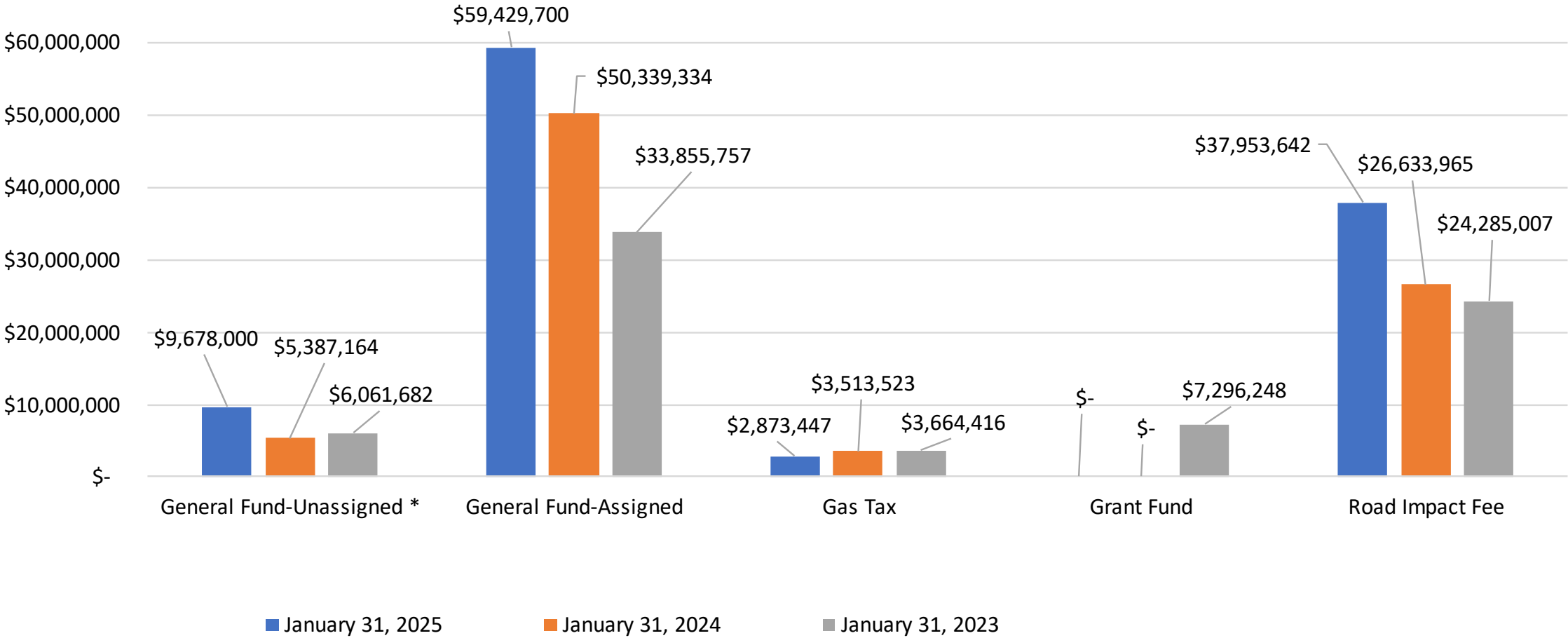
General Fund Expenditures



Restricted Revenue

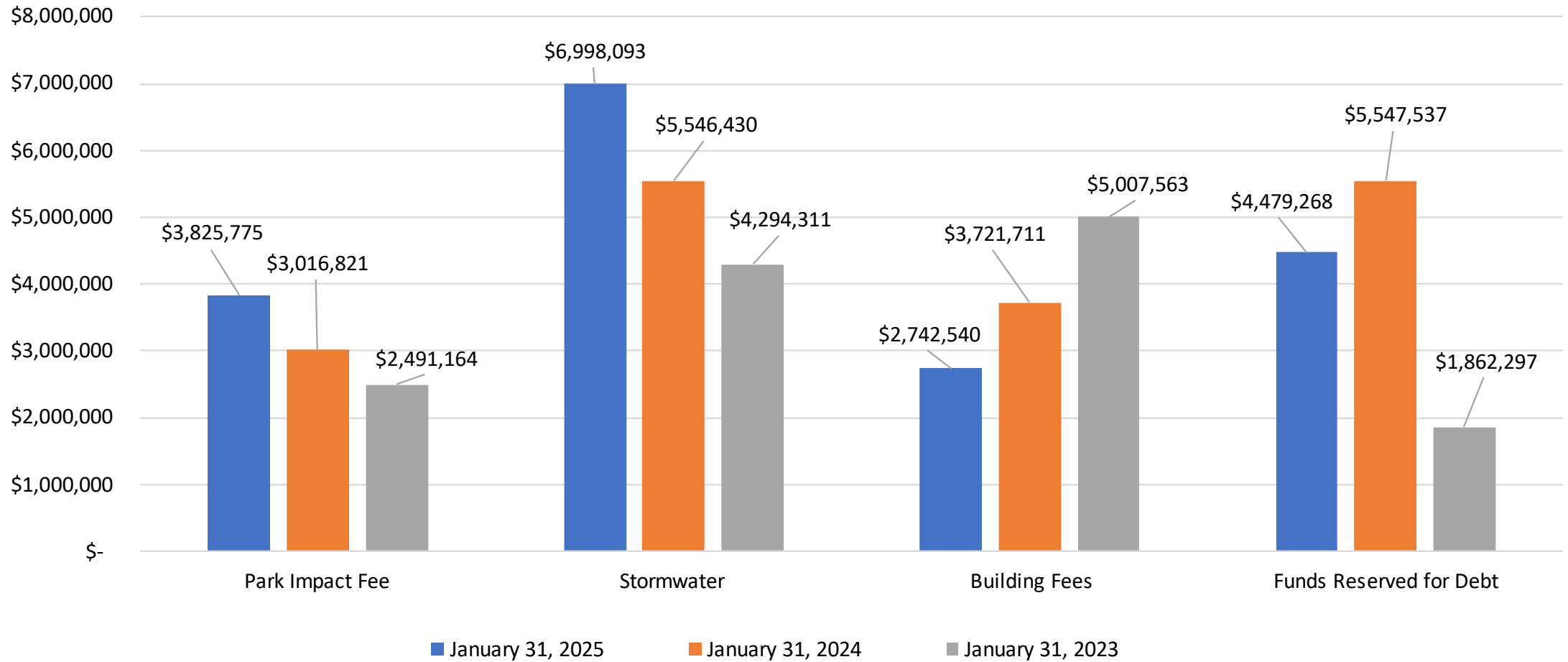


Cash Balances



* 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 January 31, 2025

	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	\$ 69,107,700	\$ 2,873,447	\$ -	\$ 37,953,642	\$ 3,825,775	\$ 6,998,093	\$ 2,742,540	\$ 2,459,981	\$ 2,000,000	\$ 19,287	\$ 127,980,465
Receivables (net)	404,696	-	-	-	-	-	-	-	-	-	404,696
Due from other govt	-	-	542,622	-	-	-	-	-	-	-	542,622
Due from other funds	1,388,744	-	-	-	-	-	-	-	-	-	1,388,744
Total assets	<u>\$ 70,901,140</u>	<u>\$ 2,873,447</u>	<u>\$ 542,622</u>	<u>\$ 37,953,642</u>	<u>\$ 3,825,775</u>	<u>\$ 6,998,093</u>	<u>\$ 2,742,540</u>	<u>\$ 2,459,981</u>	<u>\$ 2,000,000</u>	<u>\$ 19,287</u>	<u>\$ 130,316,527</u>
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 73,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,555
Accrued liabilities	6,017,584	-	-	-	-	-	-	-	-	-	6,017,584
Due to other funds	-	-	1,388,744	-	-	-	-	-	-	-	1,388,744
Due to other governments	28,329	-	-	97,228	-	-	-	-	-	-	125,557
Unearned Revenue	-	-	122,083	-	-	-	-	-	-	-	122,083
Total liabilities	<u>6,119,468</u>	<u>-</u>	<u>1,510,827</u>	<u>97,228</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,727,523</u>
Total fund balances, beginning of the year	55,065,181	3,108,792	(1,842,949)	35,777,833	3,689,301	5,728,028	3,252,714	3,473,759	2,000,000	4,167	110,256,826
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	9,716,491	(235,345)	874,744	2,078,581	136,474	1,270,065	(510,174)	(1,013,778)	-	15,120	12,332,178
Fund balances	<u>64,781,672</u>	<u>2,873,447</u>	<u>(968,205)</u>	<u>37,856,414</u>	<u>3,825,775</u>	<u>6,998,093</u>	<u>2,742,540</u>	<u>2,459,981</u>	<u>2,000,000</u>	<u>19,287</u>	<u>122,589,004</u>
Total liabilities and fund balances	<u>\$ 70,901,140</u>	<u>\$ 2,873,447</u>	<u>\$ 542,622</u>	<u>\$ 37,953,642</u>	<u>\$ 3,825,775</u>	<u>\$ 6,998,093</u>	<u>\$ 2,742,540</u>	<u>\$ 2,459,981</u>	<u>\$ 2,000,000</u>	<u>\$ 19,287</u>	<u>\$ 130,316,527</u>



City of Bonita Springs, FL

General Fund Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

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	655,212.80	12,559,650.93	879,849.07
315 - Communications Services Taxes	1,340,000.00	1,340,000.00	129,726.94	381,632.40	958,367.60
316 - Local Business Taxes	30,000.00	30,000.00	1,035.06	4,756.89	25,243.11
323 - Franchise Fees	3,948,200.00	3,948,200.00	268,330.30	888,815.56	3,059,384.44
329 - Other Permits, Fees & Special Assessment	46,100.00	46,100.00	5,480.00	16,390.00	29,710.00
335 - State Shared Revenue	7,483,034.00	7,483,034.00	594,098.37	1,726,767.21	5,756,266.79
341 - General Government	280,000.00	280,000.00	22,715.00	90,800.93	189,199.07
343 - Physical Environment	112,200.00	112,200.00	9,750.00	29,800.00	82,400.00
347 - Culture/Recreation	95,300.00	95,300.00	12,990.22	32,090.27	63,209.73
349 - Other Charges for Services	80,700.00	80,700.00	4,311.04	15,363.96	65,336.04
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	5,835.75	16,021.87	6,378.13
354 - Fines Local Ordinance	120,000.00	120,000.00	3,171.30	6,363.87	113,636.13
361 - Interest & Other Earnings	1,500,000.00	1,500,000.00	263,754.97	1,017,947.63	482,052.37
362 - Rents & Royalties	65,000.00	65,000.00	19,850.00	28,150.00	36,850.00
366 - Contributions	0.00	0.00	160.00	560.00	-560.00
369 - Other Misc Revenues	8,000.00	8,000.00	1,281.87	4,624.84	3,375.16
Revenue Total:	28,570,434.00	28,570,434.00	1,997,703.62	16,819,736.36	11,750,697.64
Expense					
51 - General Government	8,089,841.00	8,205,470.00	636,875.29	2,161,714.71	6,043,755.29
52 - Public Safety	4,824,968.00	4,824,968.00	849,043.53	1,902,647.76	2,922,320.24
53 - Physical Environment	459,034.00	459,034.00	11,465.57	30,108.20	428,925.80
54 - Transportation	4,422,527.44	4,500,106.44	266,450.00	1,060,291.14	3,439,815.30
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	1,780.00	2,670.00	133,740.00
57 - Culture & Recreation	4,435,516.00	4,608,225.00	200,570.07	1,200,471.64	3,407,753.36
58 - Other Uses/Transfers Out	13,840,678.00	47,737,366.00	148,658.17	745,341.95	46,992,024.05
Expense Total:	36,237,074.44	70,499,679.44	2,114,842.63	7,103,245.40	63,396,434.04
Fund: 00 - General Fund Surplus (Deficit):	-7,666,640.44	-41,929,245.44	-117,139.01	9,716,490.96	-51,645,736.40
Total Surplus (Deficit):	-7,666,640.44	-41,929,245.44	-117,139.01	9,716,490.96	



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

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	31,613.25	136,622.18	291,477.82
102 - Boards & Committees	96,000.00	96,000.00	-99.48	2,535.00	93,465.00
201 - City Manager	510,950.00	510,950.00	38,320.85	161,319.89	349,630.11
211 - Planning & Zoning	2,121,000.00	2,121,000.00	326,350.67	644,483.86	1,476,516.14
220 - Law Enforcement/Security	3,306,920.00	3,306,920.00	755,479.86	1,514,572.58	1,792,347.42
230 - Neighborhood Services	1,424,048.00	1,424,048.00	90,126.74	374,621.99	1,049,426.01
240 - Information Technologies	445,450.00	445,450.00	20,135.34	99,171.17	346,278.83
250 - Public Works	4,828,161.44	4,905,740.44	277,915.57	1,087,073.73	3,818,666.71
260 - Emergency Management	94,000.00	94,000.00	3,436.93	13,453.19	80,546.81
270 - Non-Departmental Expenditures	881,700.00	881,700.00	10,909.45	155,754.89	725,945.11
301 - City Attorney	633,000.00	633,000.00	27,489.16	121,259.41	511,740.59
401 - Administrative Services	937,110.00	943,561.00	45,983.02	199,936.50	743,624.50
402 - City Hall	330,930.00	330,930.00	16,914.36	86,397.86	244,532.14
410 - Human Resources	75,700.00	75,700.00	3,667.10	14,403.27	61,296.73
430 - Communications	1,637,351.00	1,637,351.00	72,310.71	563,063.15	1,074,287.85
501 - Finance	1,071,450.00	1,180,628.00	62,698.82	334,167.65	846,460.35
601 - Parks & Recreation Administration	949,494.00	969,494.00	57,891.64	244,992.73	724,501.27
602 - Recreation Center	558,592.00	573,088.00	34,487.19	154,374.65	418,713.35
603 - Community Park & Ball Fields	261,793.00	265,675.00	7,685.92	50,981.36	214,693.64
604 - Community Pool	649,819.00	703,030.00	41,403.26	186,513.21	516,516.79
605 - Riverside Park	295,440.00	327,429.00	14,891.01	76,998.89	250,430.11
606 - Park Maintenance	4,100.00	4,100.00	0.00	954.87	3,145.13
609 - Formerly Community Hall/Sherriff Substation	18,171.00	18,171.00	912.20	2,723.56	15,447.44
610 - Dog Park	107,878.00	107,878.00	6,019.26	10,674.57	97,203.43
611 - Beach Parks	31,152.00	46,152.00	18.41	999.32	45,152.68
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	5,690.30	28,004.99	118,810.01
614 - Kentucky Street Park	4,500.00	4,500.00	0.00	0.00	4,500.00
615 - Liles Hotel	94,255.00	99,255.00	2,603.07	24,691.55	74,563.45
617 - Bonita Nature Place	63,953.00	63,953.00	2,937.40	9,715.78	54,237.22
618 - Windsor Road Preserve	7,995.00	7,995.00	31.94	96.23	7,898.77
620 - Marni Fields	123,941.00	123,941.00	5,686.21	21,902.12	102,038.88
621 - BS River Park	52,978.00	57,259.00	324.98	18,275.63	38,983.37
622 - Cullum's Bonita Trail	20,300.00	20,300.00	46.32	2,027.19	18,272.81
623 - Carpenter Lane Canoe & Kayak	1,289.00	1,289.00	0.00	187.68	1,101.32
624 - Leitner Creek Neighborhood Park	14,053.00	38,903.00	472.24	3,218.60	35,684.40
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	1,830.76	11,234.20	135,273.80
883 - Veterans	500.00	500.00	0.00	0.00	500.00
Fund: 00 - General Fund Total:	22,396,396.44	22,762,313.44	1,966,184.46	6,357,903.45	16,404,409.99
Total Surplus (Deficit):	-22,396,396.44	-22,762,313.44	-1,966,184.46	-6,357,903.45	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

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	142,430.57	427,794.01	1,344,405.99
335 - State Shared Revenue	291,200.00	291,200.00	20,989.21	85,641.86	205,558.14
361 - Interest & Other Earnings	82,000.00	82,000.00	7,121.00	30,142.00	51,858.00
Revenue Total:	2,145,400.00	2,145,400.00	170,540.78	543,577.87	1,601,822.13
Expense					
54 - Transportation	1,304,138.08	1,304,138.08	213,253.64	561,750.20	742,387.88
58 - Other Uses/Transfers Out	428,990.00	2,875,305.00	38,804.84	217,173.03	2,658,131.97
Expense Total:	1,733,128.08	4,179,443.08	252,058.48	778,923.23	3,400,519.85
Fund: 10 - Gas Tax Fund Surplus (Deficit):	412,271.92	-2,034,043.08	-81,517.70	-235,345.36	-1,798,697.72
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	0.00	27,565,831.00	1,933,115.96	1,933,115.96	25,632,715.04
334 - State Grants	1,311,750.00	17,946,210.50	0.00	25,328.25	17,920,882.25
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	45,592,041.50	1,933,115.96	1,958,444.21	43,633,597.29
Expense					
52 - Public Safety	80,000.00	80,000.00	221,974.15	535,779.06	-455,779.06
57 - Culture & Recreation	0.00	9,639.00	0.00	0.00	9,639.00
58 - Other Uses/Transfers Out	1,311,750.00	45,502,402.50	64,411.43	547,921.05	44,954,481.45
Expense Total:	1,391,750.00	45,592,041.50	286,385.58	1,083,700.11	44,508,341.39
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	1,646,730.38	874,744.10	-874,744.10
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,650,000.00	2,650,000.00	406,538.60	1,672,415.68	977,584.32
361 - Interest & Other Earnings	1,000,000.00	1,000,000.00	90,681.00	383,838.00	616,162.00
Revenue Total:	3,650,000.00	3,650,000.00	497,219.60	2,056,253.68	1,593,746.32
Expense					
58 - Other Uses/Transfers Out	3,299,667.00	28,202,108.00	96,055.71	-22,327.66	28,224,435.66
Expense Total:	3,299,667.00	28,202,108.00	96,055.71	-22,327.66	28,224,435.66
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	350,333.00	-24,552,108.00	401,163.89	2,078,581.34	-26,630,689.34
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	210,000.00	210,000.00	28,392.00	107,766.00	102,234.00
361 - Interest & Other Earnings	100,000.00	100,000.00	8,001.00	33,867.00	66,133.00
Revenue Total:	310,000.00	310,000.00	36,393.00	141,633.00	168,367.00
Expense					
58 - Other Uses/Transfers Out	0.00	3,508,916.00	5,158.75	5,158.75	3,503,757.25
Expense Total:	0.00	3,508,916.00	5,158.75	5,158.75	3,503,757.25
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	310,000.00	-3,198,916.00	31,234.25	136,474.25	-3,335,390.25
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,590,000.00	1,590,000.00	60,366.16	1,405,578.92	184,421.08
361 - Interest & Other Earnings	50,000.00	50,000.00	12,349.00	52,272.00	-2,272.00
Revenue Total:	1,640,000.00	1,640,000.00	72,715.16	1,457,850.92	182,149.08
Expense					
53 - Physical Environment	746,047.96	746,047.96	23,957.45	187,786.09	558,261.87

Special Revenue Funds Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
58 - Other Uses/Transfers Out	700,000.00	4,200,000.00	0.00	0.00	4,200,000.00
Expense Total:	1,446,047.96	4,946,047.96	23,957.45	187,786.09	4,758,261.87
Fund: 18 - Stormwater Management Surplus (Deficit):	193,952.04	-3,306,047.96	48,757.71	1,270,064.83	-4,576,112.79
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,000,000.00	2,000,000.00	165,156.07	584,228.42	1,415,771.58
361 - Interest & Other Earnings	10,000.00	10,000.00	8,075.00	34,180.00	-24,180.00
Revenue Total:	2,010,000.00	2,010,000.00	173,231.07	618,408.42	1,391,591.58
Expense					
52 - Public Safety	2,979,500.00	2,979,500.00	532,992.38	1,079,779.66	1,899,720.34
58 - Other Uses/Transfers Out	0.00	642,795.00	0.00	48,802.34	593,992.66
Expense Total:	2,979,500.00	3,622,295.00	532,992.38	1,128,582.00	2,493,713.00
Fund: 19 - Building Fees Fund Surplus (Deficit):	-969,500.00	-1,612,295.00	-359,761.31	-510,173.58	-1,102,121.42
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	1,013,778.00	1,013,778.00	59,866.00
Expense Total:	1,073,644.00	1,073,644.00	1,013,778.00	1,013,778.00	59,866.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	-227,844.00	-227,844.00	-1,013,778.00	-1,013,778.00	785,934.00
Total Surplus (Deficit):	69,212.96	-34,931,254.04	672,829.22	2,600,567.58	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

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	1,013,778.00	1,013,778.00	59,866.00
Revenue Total:	1,073,644.00	1,073,644.00	1,013,778.00	1,013,778.00	59,866.00
Expense					
51 - General Government	1,073,644.00	1,073,644.00	1,013,778.00	1,013,778.00	59,866.00
Expense Total:	1,073,644.00	1,073,644.00	1,013,778.00	1,013,778.00	59,866.00
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	54,531.00	54,531.00	404,531.00
Revenue Total:	459,062.00	459,062.00	54,531.00	54,531.00	404,531.00
Expense					
51 - General Government	459,062.00	459,062.00	54,531.00	54,531.00	404,531.00
Expense Total:	459,062.00	459,062.00	54,531.00	54,531.00	404,531.00
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: 01/31/2025

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	2,867,625.00	4,166.67	15,119.68	2,852,505.32
381 - Transfers In	18,997,023.00	128,715,265.50	298,557.90	1,487,538.46	127,227,727.04
Revenue Total:	20,364,648.00	131,582,890.50	302,724.57	1,502,658.14	130,080,232.36
Expense					
51 - General Government	3,790,000.00	10,176,937.00	20,942.37	142,113.49	10,034,823.51
52 - Public Safety	400,000.00	400,000.00	0.00	0.00	400,000.00
53 - Physical Environment	5,007,000.00	51,143,358.50	85,803.74	550,580.98	50,592,777.52
54 - Transportation	5,778,657.00	55,397,017.00	182,921.04	785,953.24	54,611,063.76
57 - Culture & Recreation	5,388,991.00	14,465,578.00	8,890.75	8,890.75	14,456,687.25
Expense Total:	20,364,648.00	131,582,890.50	298,557.90	1,487,538.46	130,095,352.04
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	4,166.67	15,119.68	-15,119.68
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	85,000.00	3,454,565.00	0.00	0.00	3,454,565.00
Revenue Total:	85,000.00	3,454,565.00	0.00	0.00	3,454,565.00
Expense					
55 - Economic Environment	0.00	78,381.00	0.00	0.00	78,381.00
57 - Culture & Recreation	85,000.00	3,376,184.00	0.00	0.00	3,376,184.00
Expense Total:	85,000.00	3,454,565.00	0.00	0.00	3,454,565.00
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	4,166.67	15,119.68	

ITEM TITLE: Monthly report from Community Development on activity for February.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

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

BACKGROUND:

John Dulmer, Director, Community Development Department, will provide the monthly activity report for February, 2025.

STAFF RECOMMENDATION: Receive report.

ATTACHMENTS:

1. Community Development Monthly Activity Report – February 2025.
-

REVIEWERS:

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

Community Development

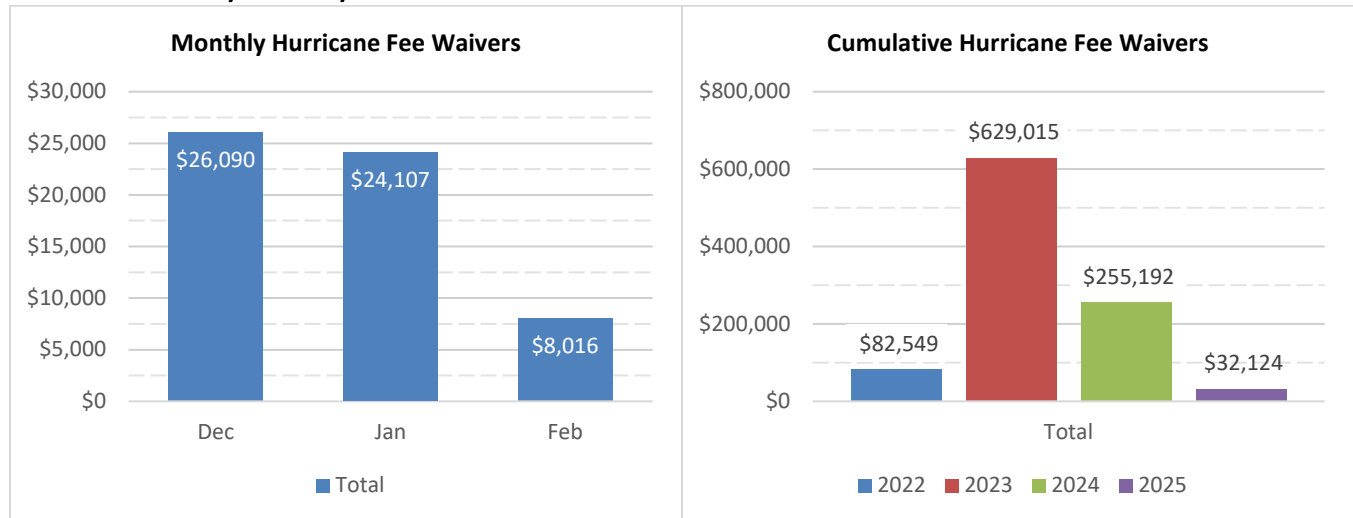
Prepared for:



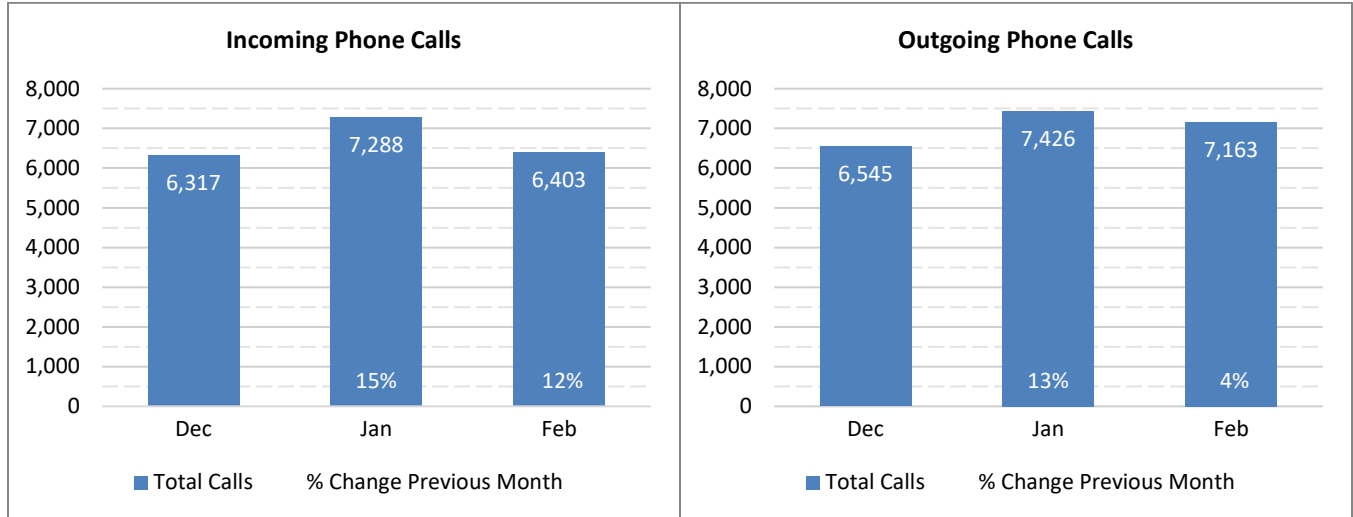
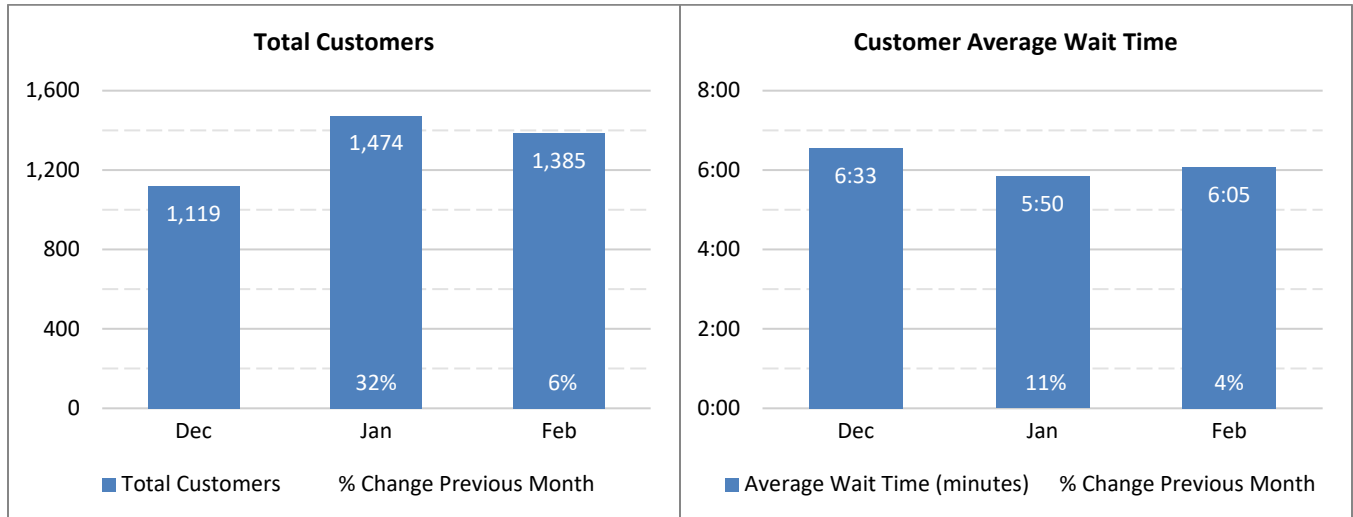
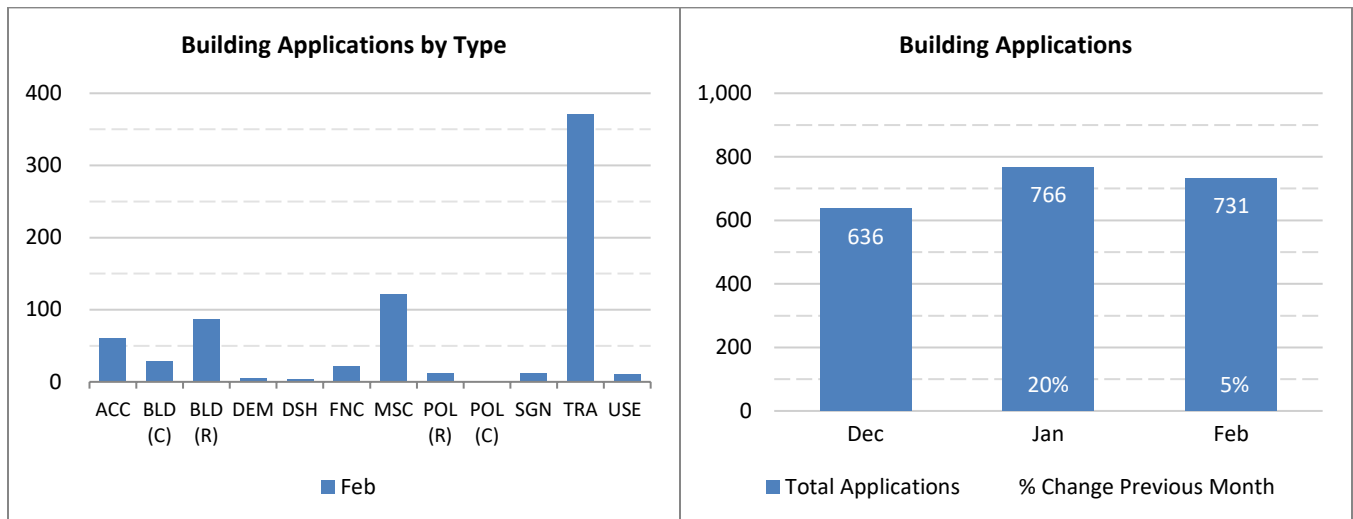
February 2025

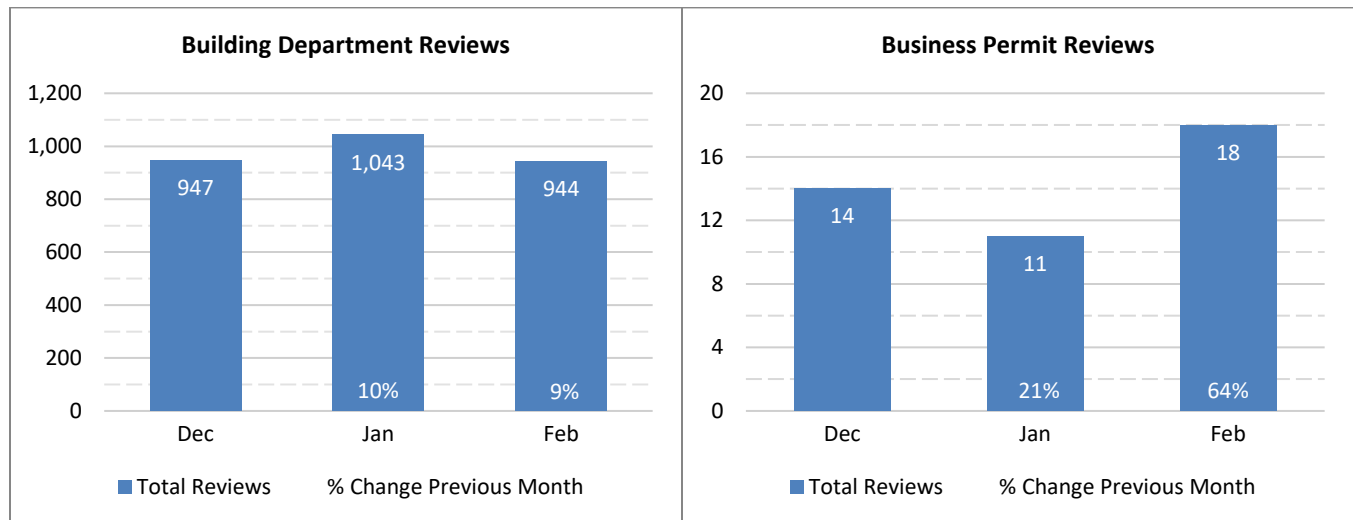
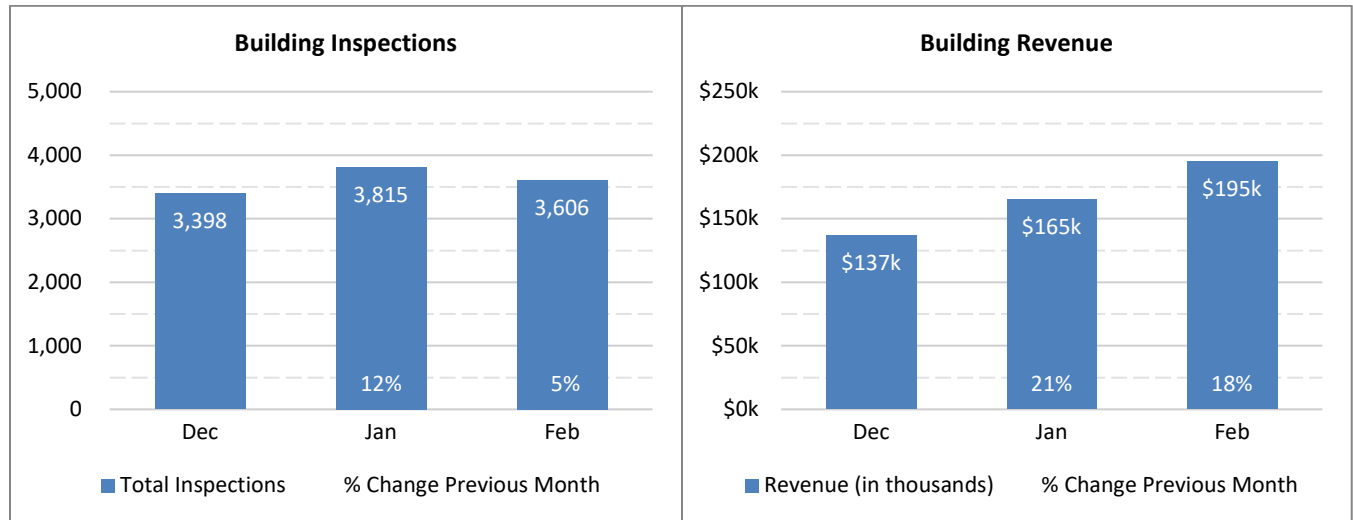
Prepared by:

JACOBS®

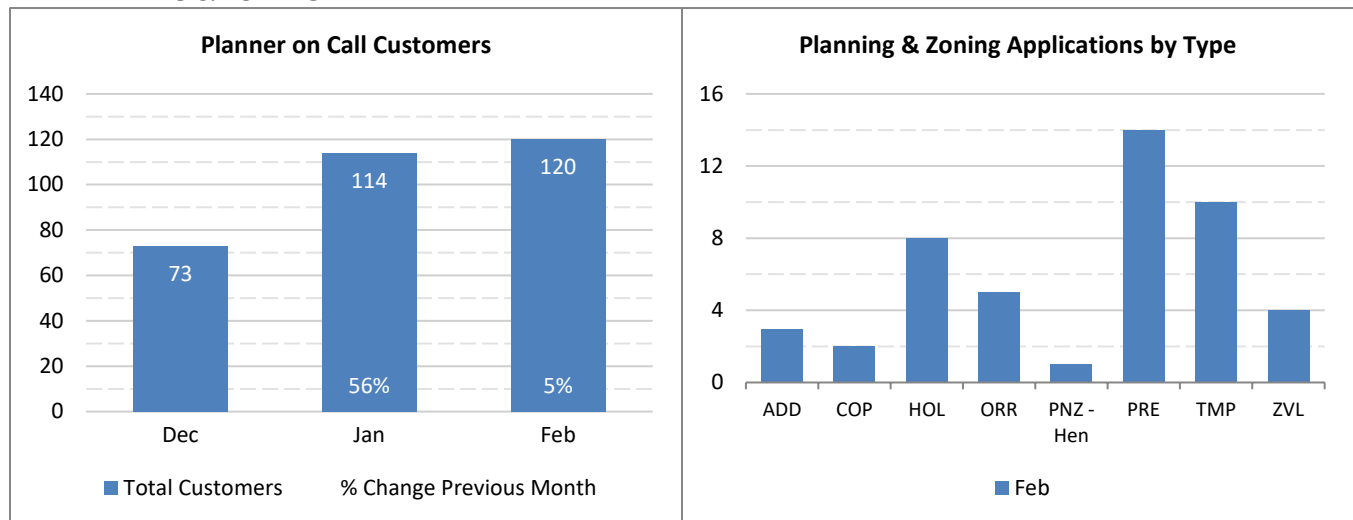
A. Hurricane Ian / Helene / Milton**Cumulative Hurricane Ian / Helene / Milton Fee Waivers by Permit Type**

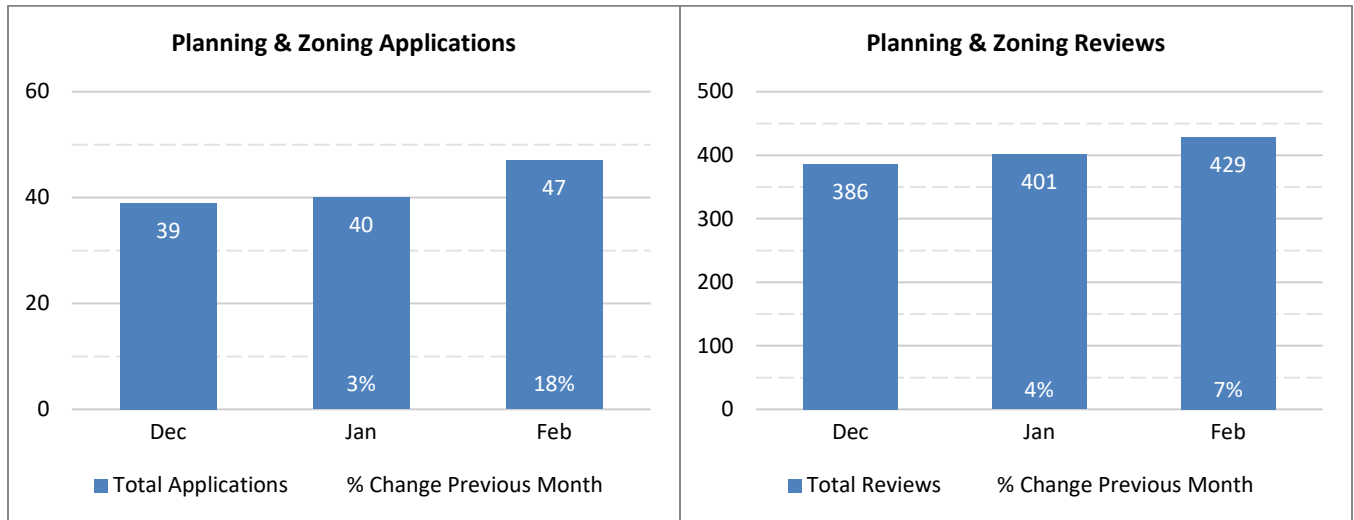
Permit Type	2022	2023	2024	2025	Grand Total
Accessory	\$962	\$7,821	\$3,401	\$79	\$12,263
Building (COM)	\$4,633	\$234,777	\$39,689	\$1,587	\$280,687
Building (RES)	\$53,063	\$277,307	\$189,702	\$28,780	\$548,853
Demolition	\$7,696	\$11,128	\$2,080	\$208	\$21,112
Dock & Shoreline	\$249	\$9,291	\$4,857	\$0	\$14,398
Fence	\$270	\$752	\$216	\$54	\$1,292
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	\$32,124	\$998,879

B. PHONE CALLS**C. PERMITTING COUNTER****D. BUILDING DEPARTMENT**



E. PLANNING & ZONING DEPARTMENT





F. DEVELOPMENT SERVICES DEPARTMENT

