



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

City of Bonita Springs
City Council
Meeting Agenda

April 16, 2025
9:00 a.m.

If you wish to address the City Council at this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, seated at the left-hand side of the dais. Blank slips can be found on the table outside of Council Chambers. If you wish to submit a written comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 2:00 p.m., April 15, 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. Reasonable accommodations will be provided at no cost to the requester.

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Public Comment on Agenda Items
6. Ceremonial Presentations and Proclamations:
 - A. Proclamation recognizing the 10th annual Bonita Springs Short Film Festival.
(Sponsored by Council Member Fullick)
 - B. Proclamation recognizing April 25, 2025 as Arbor Day in the City of Bonita Springs.

7. Consent Agenda Items:

- A. Approve minutes from the City Council Meeting held on April 2, 2025.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-04-089)
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-04-090)
- D. Approve a Resolution designating April 2025 as Fair Housing Month. (Green Sheet 25-04-091)
- E. Approve the partnership agreement between the City of Bonita Springs and the YMCA of Southwest Florida for the 2025 Summer Camp program and the 2025-26 afterschool program, to be held at the Bonita Springs Recreation Center. (Green Sheet 25-04-094)
- F. Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt and re-striping repair work on Old 41 Rd. and Arroyal Rd., in the amount of \$179,414.99. (Green Sheet 25-04-095)
- G. Approve purchase agreements to acquire two properties for the FEMA Hazard Mitigation Grant Program-COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood. (Green Sheet 25-04-096)
- H. Approve amendment #2 to purchase agreement 2024-003QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-04-098)
- I. Approve a Resolution confirming and memorializing the public status of a portion of Matheson Avenue pursuant to Section 95.361(2), Florida Statutes. (Green Sheet 25-04-100)
- J. Approve a Resolution rescinding the appointment of a member of the Technology Advisory Board. (Green Sheet 25-04-103)

- Opportunity for City Council Comments on Consent Agenda

8. Mayor and Council Member Items:

- A. Approve a Resolution appointing two members to the Veterans Advisory Committee. (Council Member Fullick, Green Sheet 25-04-092)
- B. Update on the Bonita Springs Elementary School renovation project. (Council Member Fullick, Green Sheet 25-04-093)
- C. Discussion on Advisory Boards and Committees. (Mayor Gibson, Green Sheet 25-04-102)

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

9. City Attorney Items:

10. City Manager Items:

- A. Presentation from PFM Financial Advisors on the funding options for the Bonita-Estero Rail-Trail (BERT) project. (Green Sheet 25-04-101)
- B. Presentation of the February Financial Report. (Green Sheet 25-04-099)
- C. Presentation of Community Development Business Activity Reports. (Green Sheet 25-04-097)
- D. Authorize staff to submit community projects for Congressman Byron Donalds FY2026 Appropriation Requests funding. (Green Sheet No. 25-04-105)
- E. Update on recovery – Hurricanes Ian, Helene, and Milton

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment



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

City of Bonita Springs

City Council

Draft Meeting Minutes

April 2, 2025

5:30 p.m.

1. Call to Order - Mayor Gibson called the meeting to order at 5:30 pm.

Clerk's Note: Burt Saunders of Gray-Robinson served as City Attorney for this meeting, substituting for Derek Rooney during his scheduled absence.

2. Invocation - Provided by Rev. Russ Winn of the Springs of Bonita Outdoor Church.

3. Pledge of Allegiance - Led by Mayor Gibson

4. Roll Call

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

Absent: 0

Mayor Gibson announced a change to the agenda to correct an error in the placement of Item 7E. Originally placed in the Consent section, 7E was moved to the City Manager's section and renumbered as 10C.

5. Public Comment on Agenda Items

- *Ben Hershenson - Commented on Item 8A, proposed BERT Agreement.*
- *Jim Magnus - Commented on Items 10C, Bioreactor Parking Lot Lighting; 7F, Bioreactor Phase 3; 8A, BERT Agreement; and 8B, Pedal only Zones.*
- *Deb Orton - Commented on Item 8A, proposed BERT Agreement.*

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 EIGHT (8) ACRES FROM THE AGRICULTURAL (AG-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO ALLOW UP TO 40 DWELLING UNITS AND TWO (2) DEVIATIONS; LOCATED AT THE NORTHWEST CORNER OF PENNSYLVANIA AVENUE AND WISCONSIN STREET, STRAP NUMBER 34-47-25-B2-00259.0020, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-04-079)

The City Clerk read the title block into the record, followed by Attorney Burt Saunders administering the oath to those intending to testify. Mike Fiigon, Senior Planner with Community Development, introduced the item and presented staff's recommended conditions of approval. He noted that the Zoning Board recommended approval. Although the applicant was in attendance, they did not present but submitted their presentation to the City Clerk for inclusion in the record

Deputy Mayor Purdon motioned to approve with conditions outlined by staff; Council Member Carr seconded.

Mayor Gibson called for public speakers:

- *Erin Zappia - Commented on the concrete bollards and potential flooding from stormwater runoff.*
- *Colleen Reardon - Commented on potential stormwater flooding and traffic issues.*

Council Member Fullick requested confirmation that the applicant agreed to eliminate roof patios from the design plan. Mr. Fiigon confirmed the applicant's commitment to this change.

Mayor Gibson addressed the public comment concerning bollards, stating that the decision to install them should rest with the homeowners. He asked whether the condition required installation. Mr. Fiigon explained that the condition was included as a safety measure to alleviate residents' concerns, to be installed in the right-of-way; however, installation is not mandatory.

*Seeing no additional public speakers, Mayor Gibson asked the City Clerk to record a roll-call vote. **The motion carried unanimously. Ordinance 25-05 adopted.***

- B. (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 4.6± ACRES FROM THE TWO-FAMILY CONSERVATION (TFC-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD), TO DEVELOP UP TO 48 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 25-04-087)**

The City Clerk read the title block into the record. Attorney Burt Saunders administered the oath to those who intended to provide testimony. Mary Zizzo, Senior Planner with Community Development, gave brief introduction, stating staff recommended approval subject to conditions outlined, and the Zoning Board had recommended denial.

Neale Montgomery opened the applicant's presentation and introduced the project team, followed by Patty Kulak, Planner with RVi, who presented an overview of the site, the rezone request, and changes made since first reading. Next, Richard Forman, CEO, Sagamore Management Company, presented an economic review (applicant presentation on file in the City Clerk's office).

Council Member Carr motioned to approve with staff outlined conditions.

The applicant's project team addressed Council Members' questions and comments. Mary Zizzo, Senior Planner with Community Development, entered the staff report into the record (on file in the City Clerk's office).

Mayor Gibson asked the City Clerk to call registered speakers, who commented in the following order:

- *Diana Walker (submitted a document for the record)*
- *Samuel Colombo*
- *John Conard*
- *Frederic Leleu*
- *T.J. Huckelberry, Sr.*
- *Michael Rubenstein*
- *Jessica Stearns*
- *Al Barrack (submitted a document for the record)*
- *Zachary Smith*
- *Ben Heshenson*
- *Randolph Reyes*
- *Rhonda Watkins*
- *Yvonne Barillas*
- *Anthony Rascio*
- *Brian Roland*
- *Jim Magnus*

Additional members of the public who provided comment:

- *Luke Umscheid*
- *Robert Vazquez*

Seeing no additional members of the public wishing to comment, Mayor Gibson provided the applicant's team with the opportunity for rebuttal to public comments. Ms. Kulak provided a rebuttal, addressing public comments.

*Next, each council member shared reasoning for either supporting the applicant's request, or justification for opposition. Mayor Gibson seconded Council Member Carr's motion for approval. **The roll-call vote resulted in the motion failing 3-4.** Voting No: Purdon, Corrie, Fitzpatrick and Bogacz. Voting Yes: Carr, Gibson, and Fullick.*

Mayor Gibson requested clarification regarding the reapplication process after denial. John Dulmer, Director, Community Development, explained the rules as outlined in City's Land Development Code, stating if denied without prejudice, Council is willing to consider the request after modifications are made, so the applicant could re-apply with modifications. If denied with prejudice, a one-year waiting is required.

*Council Member Corrie made a motion that the denial be without prejudice; seconded by Council Member Fitzpatrick. **The motion carried unanimously.***

7:56 p.m. - Mayor Gibson recessed the meeting for a break.

8:10 p.m. - Mayor Gibson reconvened the meeting.

7. Consent Agenda Items:

*Mayor Gibson reminded Council that 7E was moved from consent and renumbered as 10C. Council Member Carr motioned to approve the remaining consent items; seconded by Deputy Mayor Purdon. **The motion carried unanimously.***

- A. Approve minutes from the City Council Strategic Planning workshop held on March 5, 2025.
- B. Approve minutes from the regular City Council meeting held on March 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. **Moved to City Manager Items 10c** Approve proposal submitted by Wright Construction, for construction and installation parking lot lighting at the Felt Avenue Bio-Reactor and provide direction to staff.
- F. Approve proposal submitted by Wright Construction, construction of Phase III of the Bio-Reactor. (Green Sheet 25-04-081)
- G. Approve the Eighteenth Addendum to the Second Agreement with the Lee County Sheriff for Enhanced Law Enforcement Services. (Green Sheet 25-04-084)
- H. Approve the proposal to develop conceptual design of a Community Aquatic Facility from Kimley Horn in the amount of \$124,600. (Green Sheet 25-04-085)
 - Opportunity for City Council Comments on Consent Agenda

Council Member Carr requested clarification regarding available law enforcement positions under Item 7G, which was provided by City Manager Hunter.

8. Mayor and Council Member Items:

A. Discussion and consideration of the draft Memorandum of Agreement (MOA) for the Bonita Estero Rail Trail Project. (Council Member Corrie, Green Sheet 25-04-088)

Council Member Corrie led the discussion, stating that the Memorandum of Agreement (MOA) established a collaborative framework for all parties to operate together. He motioned for approval of the Memorandum of Agreement; seconded by Council Member Fullick.

*Council Member Carr motioned to table the item until City Attorney Rooney is present, however, the motion failed to proceed due to lack of a second. Council Member Corrie clarified that City Attorney Rooney reviewed the draft MOA. He then motioned to call the question; seconded by Deputy Mayor Purdon. **The motion carried 6-1** (Council Member Carr opposed).*

*The roll-call vote on the motion for approval of the MOA **carried 6-1**, (Council Member Carr opposed).*

B. Discussion on designating 'Pedal-Only Zones' in specific pedestrian-heavy areas. (Council Member Corrie, Green Sheet 25-04-082)

*Council Member Corrie led the discussion, providing safety reasons for establishing Pedal-Only Zones in heavy pedestrian areas. A discussion ensued. Council Member Fullick motioned to direct staff to work with the City Attorney to bring back a Pedal-Only Zones presentation and draft ordinance; Seconded by Council Member Bogacz. **The motion carried unanimously.***

C. Update on the Bonita Springs Elementary School renovation project. (Council Member Fullick, Green Sheet 25-04-083)

Council Member Fullick provided an update on the ongoing challenges with the School District regarding the City's request that they replicate the original building façade. He recommended that Council Members contact school board members to communicate Council's ongoing concerns.

9. City Attorney Items: None

10. City Manager Items:

A. Authorize staff to submit Local Mitigation Strategy projects to Lee County Emergency Management Division for ranking to submit grant applications for the FEMA funded Hazard Mitigation Grant Program (HMGP) based on the impacts from Hurricane's Debby, Helene and Milton. (Green Sheet 25-04-086)

City Manager Hunter and Assistant City Manager Feeney presented the item, outlining the proposed Local Mitigation Strategy projects for submission. Council agreed by consensus to approve the submission of the listed projects.

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

C. Formerly Item 7E: Approve proposal submitted by Wright Construction, for construction and installation parking lot lighting at the Felts Avenue Bio-Reactor and provide direction to staff. (Green Sheet 25-04-080)

Assistant City Manager Feeney presented the item, stating that Council had requested staff obtain a proposal for the installation of lighting at the Felts Avenue Bio-Reactor parking lot. At Mayor Gibson's request, Council agreed by consensus to postpone action on this item until plans for a downtown parking garage become more defined.

Additional City Manager Item:

John Dulmer proposed drafting updates to billboard standards in the Land Development Code. Council concurred by consensus, directing staff to proceed with drafting the revisions

11. Mayor and Council Member Reports

Jim Fitzpatrick: Reported on the recent Historic Preservation Board meeting, where a discussion occurred regarding the Good Bread Building. He emphasized the need for Council to make a final determination about the building. City Manager Hunter proposed including this topic on a future City Council meeting agenda to facilitate a formal discussion and establish a course of action.

Council Member Fullick: Reported that the Veterans Advisory Board is planning the annual Memorial Day Ceremony and is working to confirm Navy Admiral Christopher Murray as the guest speaker.

Council Member Corrie: Reported on conversations he had with Pinellas County officials and Sarasota County officials on the economic benefits that they enjoy from their investment in the Pinellas rail trail project.

Council Member Bogacz: Expressed support for maintaining the special events budget at its current anniversary year level.

12. Public Comment - None

13. Adjournment - There being no further business, the meeting adjourned at 9:00 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. 25-038 issued on March 31, 2025
2. Resolution No. 25-040 issued on April 7, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-038**

**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 Bonita Springs, Lee County, Florida:

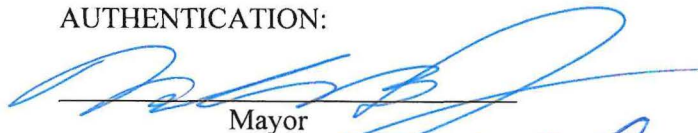
Section 1. The recitals above are hereby incorporated herein.

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 31st day of March, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 3-31-25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-040**

**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 7th April, 2025.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney Office

Date filed with City Clerk:

4/7/25

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. 25-039 issued on March 31, 2025
2. Resolution No. 25-041 issued on April 7, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-039**

**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 31st day of March, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 3/31/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-041**

**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 7th day of April, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk: _____

4/7/25

ITEM TITLE: Approve a Resolution designating April 2025 as Fair Housing Month in the City of Bonita Springs.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #6) Government Transparency and Efficiency, #7) Economic Development

BACKGROUND: The City receives annual CDBG (Community Development Block Grant) Entitlement funds, along with CDBG-DR (Disaster Recovery) and CDBG-MIT (Mitigation) funds from the U.S. Housing and Urban Development Department (HUD) through Lee County and the State of Florida Department of Commerce.

HUD funding requires each sub-recipient to provide timely information regarding citizen's rights to Fair Housing. Fair Housing laws provide the opportunity for all citizens to reside in decent and safe housing, free from discrimination because of race, color, national origin, religion, sex, familial status or disability.

April of each year is nationally designated as Fair Housing Month, and this resolution designates this month of April 2025 as Fair Housing Month in the City of Bonita Springs.

STAFF RECOMMENDATION: Approve resolution for Fair Housing month.

ATTACHMENTS:

1. Fair Housing Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, DESIGNATING THE MONTH OF APRIL 2025 AS FAIR HOUSING MONTH IN THE CITY OF BONITA SPRINGS

WHEREAS, the City of Bonita Springs is committed to a community open to all its citizens and seeks to ensure that all residents are aware of, and educated about, fair housing laws; and

WHEREAS, April has been designated as National Fair Housing Month, commemorating the 57th anniversary of the passage of the Fair Housing Act; and

WHEREAS, fair housing laws provide the opportunity for all citizens to reside in decent and safe housing, free from discrimination because of race, color, national origin, religion, sex, familial status or disability.

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

Section One: The month of April 2025 is designated as Fair Housing Month in the City of Bonita Springs.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida, this 16th day of April, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz:

Corrie:

Purdon:

Fullick:

Carr:

Fitzpatrick:

Gibson:

Date filed with City Clerk: _____

ITEM TITLE: Approve the partnership agreement between the City of Bonita Springs and the YMCA of Southwest Florida for the 2025 Summer Camp program and the 2025-26 afterschool program, to be held at the Bonita Springs Recreation Center.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

In December 2017, the City entered into an agreement with Sky Family YMCA (now the YMCA of Southwest Florida) with the same terms and conditions as with the previous program administrator, Sports Club, Inc. This initial contract covered the remainder of the 2017-18 school year and the 2018 summer camp program. Subsequently, Council approved the continuation of this partnership agreement for six school years (2018-19 through 2022-23, as well as for 2024-25) and for six consecutive summer camp programs from 2019 to 2024, following all CDC guidelines for children's summer camp operations.

The YMCA of Southwest Florida would like to continue this partnership for the 2025 summer camp program as well as for the 2025-2026 school year to serve the children and families of the Bonita Springs community.

The fees for both the Afterschool and Summer camp program will remain the same from last year of \$75 per week per participant for the afterschool program, and the full-day afterschool program will remain at \$40 per day per participant. Additionally, the Summer Camp program will remain at \$140 per week per participant.

STAFF RECOMMENDATION: Approve the agreement.

ATTACHMENT:

1. 2025-2026 YMCA of Southwest Florida Agreement

REVIEWERS:

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

AFTER SCHOOL AND SUMMER CAMP PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of April, 2025, by and between the City of Bonita Springs, a Florida municipality whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (hereinafter, the "City"), and YMCA of Southwest Florida, a Florida non-profit corporation whose mailing address is 27200 Kent Road, Bonita Springs, Florida 34135 (hereinafter, the "YMCA").

WITNESSETH:

WHEREAS, the City desires to partner with the YMCA for the purpose of providing an after school program and a summer camp program for the children of Bonita Springs; and

WHEREAS, the YMCA has the necessary expertise, personnel, and desire to safely and efficiently provide such services on behalf of the City in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

General Provisions:

1. The YMCA shall plan, organize, schedule, direct, coordinate, provide, and supervise instructional and recreational activities in order to provide an After School and Summer Camp Program (hereinafter, the "Program") at the Bonita Springs Recreational Center located at 26738 Pine Avenue, Bonita Springs, Florida 34135. A detailed Program Summary is attached hereto as Exhibit "A" and incorporated herein by reference.
2. The YMCA shall be solely responsible for the hiring, managing, and supervision of its employees and contractual services necessary for the performance of its obligations hereunder. The YMCA shall only employ qualified personnel over the age of eighteen (18) years old following appropriate background checks as required for the safe and efficient provision of services. Persons with criminal backgrounds shall not be hired. The YMCA shall submit the names and addresses of all employees hired for the Program and shall submit written notification to the City that all employees have undergone and passed a background check.
3. The YMCA shall hire and manage all employees necessary to maintain a maximum ratio of one (1) staff member per fifteen (15) registrants for the duration of the Program.
4. The YMCA shall ensure that the Program is operated in accordance with all applicable City, County, State, and Federal laws and that the YMCA obtains the Florida Department of Children and Families Child Care Facility license for both the afterschool and summer camp programs as well as any other necessary permits, licenses, or certifications required for such a program or for the facilities for the Program. The YMCA shall immediately notify the City should additional licensing or permitting become required in order to operate the Program.
5. At all times, the YMCA shall ensure that its insurance policies are current and include protection to the City against claims for bodily injury, personal injury, abuse claims, and property damage sufficient to the City's satisfaction.

6. The YMCA and its employees, contractors, and volunteers shall maintain the highest standards of customer service in the supervision and coordination of the Program and shall be further required to adhere to and implement the City's policies and procedures, including Standard Operating Procedures, nondiscrimination policies, and any other applicable governing policies.
 - a. Any complaint received by the City concerning the facilitation of the Program shall be formalized in writing and provided to the YMCA for review. The YMCA shall then provide the City with a written report detailing the circumstances of the complaint and the resolution (or attempted resolution) within ten (10) working days of receipt of the complaint.
 - b. Any complaint received by the YMCA relating to the Program shall be disclosed immediately to the city and shall be formalized in writing and provided to the City along with a written report detailing the circumstances of the complaint and the resolution (or attempted resolution) within ten (10) working days of receipt of the complaint.
7. The City and the YMCA shall be jointly responsible for the advertising, publication, and communication of the Program. The advertisement or publication shall be designed to solicit and encourage participation by the public, and the information shall clearly indicate that the Program is sponsored by the City. The City reserves the right to review and approve any advertisement, publication or communication, but shall not unreasonably delay the distribution of same.
8. The YMCA shall be responsible for all costs and expenses, including, but not limited to, permitting fees, staff compensation, instructor fees, equipment and maintenance, materials and supplies, transportation costs, and participant awards. The YMCA shall be solely responsible for the timely payment of its employee salaries and any contractual obligations and for all required reporting of its taxes and benefits.
9. The YMCA shall charge and collect all fees for participation in the Program. The City shall be compensated with 10% of the fees collected from each participant, and the YMCA shall retain the remaining 90% of the fees.
10. The YMCA shall make one (1) payment to the City within ten (10) days of the end of the school year and one (1) payment to the City within ten (10) days of the end of the Summer Camp portion of the Program. With each session payment, the YMCA shall submit to the City a list of participants and the fees paid by the participants for that session. Such payments shall be made in accordance with the YMCA registration records.
11. The City shall have the right to inspect and audit the YMCA's financial records relating to the Program during normal working hours.
12. The City shall not be held responsible for any damages occurring to the YMCA's property or equipment during the operation of the Program, unless such damage is caused by gross negligence or willful misconduct by the City, its agent, or its employees.

Miscellaneous Provisions:

1. Waiver of Subrogation. The City and the YMCA each hereby waive any and every claim for recovery from the other for any and all loss or damage to City or YMCA facilities, or to the contents thereof, during the delivery of the Program, which loss or damage is covered by valid and collectible property damage insurance policies, but only to the extent that such loss or damage is covered by valid and collectible property damage insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), the City and the YMCA each agree to give to each insurance company which has issued, or in the future may issue, its policies of physical damage insurance, written notice of the terms of its mutual waiver, and to have said insurance policies property endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.
2. General Liability. The YMCA shall procure and maintain in effect from the date of this Agreement at all times until the end of the term (including any extension or renewal hereof) Broad Form Commercial General Liability insurance against claims for bodily injury, personal injury, and property damage, based upon or arising from its operation, management, or supervision of the Program. Such insurance shall be primary and shall include Broad Form Contractual liability insurance coverage insuring the YMCA's indemnity obligations under this Agreement. Such coverage shall have a minimum combined single limit of liability of at least \$1,000,000 in the aggregate. Such insurance shall not limit the YMCA's liability under any provision of this Agreement.
3. Worker's Compensation. The YCMA shall maintain worker's compensation insurance in accordance with Florida Statutes.
4. Indemnification of the City. The YMCA agrees to hold harmless, indemnify, and defend the City, its agents, officers, and employees from any and all claims, losses, damages, penalties, demands, judgments, costs and legal expenses arising directly or indirectly from or in connection with the services performed under this Agreement or by any person or corporation to whom any portion of services are subcontracted by the YMCA r by anyone for whom the YMCA is legally liable; except that the YMCA shall not be liable under this paragraph if the judgment arises out of gross negligence or willful misconduct by the City, its agents, officers or employees.
5. Indemnification of the YMCA. The City agrees, as limited by Florida statutes, to hold harmless, indemnify, and defend the YMCA and its agents, officer, and employees from any and all claims, losses, penalties, demands, judgments, costs and legal expenses arising directly or indirectly from or in connection with any gross negligence or willful misconduct by the City, its agents, officers, or employees in the performance of this Agreement.
6. Default. The occurrence of any of the following events ("Event(s) of Default") shall constitute a breach of this Agreement by the YMCA. Upon the occurrence of any Event of Default, the City shall provide written notice of termination of this Agreement to the YMCA, and such termination shall become effective not less than thirty (30) days after the date on which the notice is provided to the YMCA.
 - a. *Failure to Perform* shall be deemed an Event of Default when the YMCA materially defaults in the performance or delivery of the Program and fails to cure the default in reasonable time after demand by the City.

- b. *Insolvency* shall be deemed an Event of Default when the YMCA makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they become due, or files a petition for bankruptcy, or becomes adjudicated as bankrupt or insolvent, or files a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, or similar relief under any present or future statute, law, or regulation.
7. Termination. Either party may terminate this Agreement for convenience by providing written notice of such intent at least thirty (30) calendar days in advance of the effective date of termination. Any costs obligated or contracted by the YMCA beyond the 30 day notice period shall be approved by payment by the City to the extent that such costs and payments are related to the services incurred pursuant to this Agreement and otherwise eligible for payment hereunder. This provision for payment eligibility is only applicable to cost obligations having been transacted by the YMCA prior to the written notice of termination.
8. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
9. Waiver. No waiver by any party of any of the provisions herein shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
10. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth below. Such communications, if sent by mail, shall be deemed delivered three (3) days after deposit in the United States mail, or if delivered by hand or courier, at the time of delivery.

To the City:
Parks & Recreation Director
City of Bonita Springs
26740 Pine Avenue
Bonita Springs, FL 34135

To the YMCA:
Executive Director
27200 Kent Road
Bonita Springs, FL 34135

With copies to:
City Manager and City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

11. Term. The Program delivered pursuant to this Agreement shall commence on June 1, 2025, and shall conclude on June 2, 2026. Any extension must be executed upon the written Agreement of each party, and may be subject to competitive bidding in future years.
13. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties or an employee/employer or agency relationship. The YMCA shall serve as an independent contractor in the performance of its duties and obligations hereunder. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
14. Assignment. Neither party may assign any of its rights hereunder without the prior written consent of the other party. Such consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation of this section shall be null and void.
15. Amendment and Modification. No changes or modifications to this Agreement shall take effect unless the same is in writing and formally executed by both parties.
16. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction

COVID-19 ACKNOWLEDGEMENT

1. Both the City and the YMCA acknowledge and understand the circumstances of the COVID-19 pandemic and will take all reasonable precautions, consistent with the applicable guidance issued by the Center for Disease Control (CDC) and the Florida Department of Health (FDOH) in order to limit the spread of COVID-19 and promote the health and safety of Program participants, parents, and staff.
2. The City and the YMCA acknowledge and understand that the circumstances of the pandemic create a fluid situation and that the guidance provided by the CDC and the FDOH may change during the term of this Agreement. Both parties shall monitor the situation closely and adjust operations as may become necessary.
3. In the event that any Order is issued by the City, by Lee County, by the Florida Governor, or by the President of the United States that affects this Agreement, such Order shall supersede. The City shall have the sole discretion as to whether the Agreement may endure any such Order, including, but not limited to, the suspension or cancellation of the Program.

This space left intentionally blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF BONITA SPRINGS

YMCA OF SOUTHWEST FLORIDA

By: _____
Mayor

By: _____
YMCA Authorized Representative

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM: _____
City Attorney

Exhibit A

After School and Summer Camp Program Summary

1. For the term of this Agreement, session fees shall be:

Full Week After School Session	\$75 per participant per week
Part-time After School Session	\$15 per participant per day
Full Day Afterschool Program	\$40 per participant per day
Full Week Summer Camp Session	\$140 per participant per week
Part-time Summer Camp Session	\$30 per participant per day
One-time Application/Processing Fee	\$30 per participant

*Parents are required to register the Thursday before each week (for both weekly and part-time participants) for both after school sessions and summer camp sessions. Parents may register at the Bonita Springs Recreation Center or at the Bonita Springs YMCA.

2. For the term of this Agreement, session hours shall be as follows:

After School Program: Monday – Friday 2:45 pm – 6:30 pm

- On weekdays with no school, the Program will be open 7:00 am – 6:30 pm.
- On weekdays with a half-day of school, the Program will be open from the time that school lets out until 6:30 pm.

Summer Camp Program: Monday – Friday 7:00 am – 6:30 pm.

Both Programs will be closed during holidays for which the Recreation Center is closed including, but not limited to the following:

- | | |
|-------------------------------|---------------------------|
| • January 1 | New Year's Day |
| • As designated in January | Martin Luther King Day |
| • As designated in February | President's Day |
| • Last Monday in May | Memorial Day |
| • July 4 | Independence Day |
| • First Monday in September | Labor Day |
| • November 11 | Veteran's Day |
| • Fourth Thursday in November | Thanksgiving Day |
| • Day following Thanksgiving | Friday After Thanksgiving |
| • December 25 | Christmas Day |

When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday.

3. The Program shall be continual, and shall follow the Lee County School District calendar. For example, Summer Camp Sessions shall commence the day immediately after the last day of school, unless the last day of school is on Friday.
4. Participants in the Program must be between the ages of five (5) to twelve (12) years old. During Summer Camp Sessions, there will also be a Teen Leadership Camp open to participants between the ages of thirteen (13) to fifteen (15) years old.
5. Each participant must be signed in upon arrival and signed out when leaving each session by a parent or guardian, and by the authorized staff member upon arrival at each After School Session. The YMCA shall ensure that a staff member is present to monitor the signing in and out of participants at all times.
6. The YMCA shall provide a Site Coordinator who shall remain on site at all times to supervise the Program participants and staff. The Site Coordinator should also be available to speak with parents during the signing in and out process of Program participants.
7. The YMCA shall ensure that the City has updated contact information, including but not limited to mobile phone numbers and email addresses, of the Site Coordinator and Program Director to allow for direct communication at all times that the Program is in session.

ITEM TITLE: Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt and re-striping repair work on Old 41 Road and Arroyal Road, in the amount of \$179,414.99.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Improve Vehicular and Multimodal Transportation Networks

BACKGROUND: Old 41 road and Arroyal Road within the City are in need of asphalt and re-striping repair. The proposal submitted by Ajax Paving includes the following improvements:

- Maintenance of Traffic
- Milling Existing Asphalt
- 1" SP-9.5mm Superpave
- Thermo Straight, Left and Right Arrows
- 12" Solid White Thermo
- 24" Solid White Thermo
- 6" Solid Yellow Thermo

This proposal was procured at a competitive price via a cooperative purchase through an existing Lee County contract for "Countywide Minor Paving, Drainage and Concrete Improvements" (Contract #B240350LND). City funding is available in 30.250.541.6308

STAFF RECOMMENDATION: Approve proposal in the amount of \$179,414.99.

ATTACHMENTS:

1. Ajax Paving Proposal

REVIEWERS:

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



Ajax Paving Industries of Florida, LLC.

One Ajax Drive, North Venice, FL 34275

Phone: 941-486-3600

Fax: 941-486-3500

www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	Contact:	Joel Langaney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	Phone:	239-949-6262
		Fax:	239-949-6239
Project Name:	Old 41 And Arroyal - Lee County B240350LND	Bid Number:	LS25-080
Project Location:	Old 41/BBR And Arroyal/BBR, Bonita Springs, FL	Bid Date:	4/7/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.) Mill And Pave W/loops Old 41					
101-1	Mobilization	1.00	LS	\$11,673.04	\$11,673.04
201-1	Maintenance Of Traffic	1.00	LS	\$18,576.88	\$18,576.88
327-70-6	Mill Existing Asphalt 1.5" Avg Depth	5,200.00	SY	\$3.90	\$20,280.00
334-1-13	1-1/2" SP-12.5mm (Traffic C) Superpave	5,200.00	SY	\$14.31	\$74,412.00
660-2-102	B Loops	4.00	EACH	\$1,444.44	\$5,777.76
660-2-106	F Loops	3.00	EACH	\$1,986.10	\$5,958.30
NIC	Temporary Striping On Milled Surface	1.00	LS	\$8,052.28	\$8,052.28
706-3	RPMS	76.00	EACH	\$6.02	\$457.52
710-11-101	Paint - 6" White Solid	1,857.00	LF	\$1.20	\$2,228.40
710-11-102	Paint - 8" White Solid	217.00	LF	\$1.49	\$323.33
710-11-123	Paint - 12" White Solid	150.00	LF	\$2.41	\$361.50
710-11-124	Paint - 18" Yellow Solid	67.00	LF	\$2.71	\$181.57
710-11-124A	Paint- 18" White Solid	82.00	LF	\$2.71	\$222.22
710-11-125	Paint - 24" White Solid	39.00	LF	\$3.01	\$117.39
710-11-170	Paint - Combo Straight Left Arrows	1.00	EACH	\$54.17	\$54.17
710-11-170A	Paint - Left And Right Arrows	11.00	EACH	\$54.17	\$595.87
710-11-201	Paint - 6" Yellow Solid	1,514.00	LF	\$1.20	\$1,816.80
711-14-123	Thermo 12" White	150.00	LF	\$5.42	\$813.00
711-14-124	Thermo 18" White	82.00	LF	\$8.12	\$665.84
711-14-124A	Thermo 18" Yellow	67.00	LF	\$8.12	\$544.04
711-14-125	Thermo 24" White	39.00	LF	\$10.83	\$422.37
711-14-160	Thermo Combo Straight Left Arrows	1.00	EACH	\$90.28	\$90.28
711-14-160A	Thermo Left And Right Arrows	11.00	EACH	\$78.24	\$860.64
711-16-101	Thermo- 6" White	1,857.00	LF	\$2.53	\$4,698.21
711-16-102	Thermo 8" White	217.00	LF	\$3.37	\$731.29
711-16-201	Thermo 6" Yellow	1,514.00	LF	\$2.53	\$3,830.42

Total Price for above 1.) Mill And Pave W/loops Old 41 Items: \$163,745.12

2.) Arroyal Striping Refresh

706-3	RPMS	101.00	EACH	\$6.02	\$608.02
711-16-101	Thermo- 6" White	4,710.00	LF	\$1.81	\$8,525.10
711-16-201	Thermo 6" Yellow	1,965.00	LF	\$1.81	\$3,556.65
711-16-131	Thermo Yellow 10/30 Skip	491.00	LS	\$1.81	\$888.71
711-14-123	Thermo 12" White	83.00	LF	\$4.81	\$399.23
711-14-124A	Thermo 18" Yellow	86.00	LF	\$7.22	\$620.92
711-14-125	Thermo 24" White	30.00	LF	\$9.63	\$288.90
711-14-160A	Thermo Straight, Left And Right Arrows	13.00	EACH	\$60.18	\$782.34

Total Price for above 2.) Arroyal Striping Refresh Items: \$15,669.87

**Ajax Paving Industries of Florida, LLC.***One Ajax Drive, North Venice, FL 34275**Phone: 941-486-3600**Fax: 941-486-3500**www.ajaxpaving.com****The Future is Riding on Ajax.™***

To:	CITY OF BONITA SPRINGS	Contact:	Joel Langaney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	Phone:	239-949-6262
		Fax:	239-949-6239
Project Name:	Old 41 And Arroyal - Lee County B240350LND	Bid Number:	LS25-080
Project Location:	Old 41/BBR And Arroyal/BBR, Bonita Springs, FL	Bid Date:	4/7/2025

Total Bid Price: \$179,414.99**Notes:**

- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is **based on 1 for Old 41 and 1 for Arroyal** Mobilizations. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on **construction prior to September 30, 2025**. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Quote is based on plans dated _____.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.
- Pricing does not include striping, striping removal, temp asphalt, temp asphalt removal, asphalt curb pad, roadway restoration due to underground work, utility adjustments, demolition, clear/grub, excavation, embankment, grading, base, stabilization, permits, security badging, OJT, drop off protection, driveway maintenance.
- If, after the date of this Quote/Purchase Order, any new or increased tariffs, duties, or other government-imposed costs on materials used in the work becomes effective, the Contract Price shall be adjusted to reflect the actual increased cost to the Contractor. The Contractor shall promptly notify the [Owner/Buyer] of any such cost impact. Failure to agree on a price adjustment shall not relieve the Buyer's obligation to pay the increased cost, and the Contractor shall be entitled to an extension of time if such tariffs result in material shortages or delays and/or Contractor may permanently suspend performance because of a delay or the inability of the parties to agree upon an adjusted price."
- **Permitting not included.**
- **As of the date of this quote, loop subcontractors are scheduled through June. So we may not get to this until June/July.**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Ajax Paving Industries Of Florida, LLC****Authorized Signature:** _____**Estimator:** Lee Strauss

941-238-8833 lstrauss@ajaxpaving.com

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

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #1) Stormwater Management and Resiliency

BACKGROUND: The City received a grant award notice on April 17, 2024 from the Florida Division of Emergency Management (FDEM) to purchase homes in the Quinn/Downs/Dean Neighborhood in the amount of \$4,282,761.60 with the City's match of \$475,862.40. The total project cost is \$4,758,624 for the neighborhood acquisition/demolition project.

The focus of the program is to purchase properties located in floodways or within neighborhoods that experiences frequent flooding. The purchase agreement for the properties reflects the current market value of the property. Once the City purchases the property the structures will be demolished, and the land will be in the City's name in perpetuity. Agreement 2025-002 purchase price is \$120,000 and agreement 2025-003 purchase price is \$580,000. Both purchases will be drawn down from 30.250.538.6109 (HMGP-COVID Acquisition/Demolition Project).

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

STAFF RECOMMENDATION: Approve purchase agreements to acquire two properties for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

ATTACHMENTS:

1. Agreement 2025-002
2. Agreement 2025-003
3. Senate Bill 966

REVIEWERS:

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



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day 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 "SELLER"):

- 1. PROGRAM DESCRIPTION.** The BUYER is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the BUYER and hereinafter referred to as the "Bonita Springs Acquisition/Demolition Project". The BUYER and funding from FEMA is regulated in part by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (The Stafford Act), 42 U.S.C. § 5121, et seq., identifies the use of disaster relief funds under §5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain.

The Hazard Mitigation Grant Program (HMGP) provides a process for a local government, through the State of Florida, to apply for federal funds for mitigation assistance to acquire interests in property, including purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity.

Florida has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement with FEMA and herein incorporated by reference; making it a mitigation grant program grantee. The City of Bonita Springs, acting by and through the Bonita Springs City Council has applied for and been awarded federal funds pursuant to an agreement with Florida Division of Emergency Management dated September 9, 2024, and herein incorporated by reference, making it a mitigation grant program subgrantee;

The terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values.

The property located at [REDACTED], **Bonita Springs, FL 34135** is located in the City of Bonita Springs, Lee County, FL and further described in Exhibit A, which is attached hereto and made a part hereof, and the City of Bonita Springs participates in the National Flood Insurance Program (NFIP) and is in good standing with NFIP as of the date of the Deed;

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

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

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

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements described above is One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

of any and all monies or payments to either the funding agency or the City related to this property which may be claimed by SELLER after settlement.

- e. AS APPLICABLE SELLERS must work with BUYER to identify displaced tenants prior to closing on the Premises with provisions identified in the 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.

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. SELLER shall vacate the property on or before the closing date from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- B. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.
- C. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency funds. The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory approval by the City of Bonita Springs City Council of the purchase, and receipt and release of funds from FEMA.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- D. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed *on or before* Eighty-Seven (87) days of the signing of this contract.
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;





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- 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 SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property.

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, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.

13. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

15. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.

16. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) *on or before **June 30, 2025*** unless accepted or countered by SELLER in written form prior to such time. If SELLER or BUYER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the SELLER/BUYER, a written request with reasoning needs to be submitted to and approved by the SELLER/BUYER prior to the expiration date.





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

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

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

(This section intentionally left blank)





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

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

Seller/

[Redacted Signature]

Signature

4/3/25
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____

City Attorney's Office





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

Exhibit A

Legal Description

[REDACTED]

Parcel Identification Number: [REDACTED]





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

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

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

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

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

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

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

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

In addition to the above, the use of the land once acquired by the BUYER shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions as outlined in the statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80. Such uses may include parks for outdoor recreational activities; wetlands management; nature reserves and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

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CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

OWNER/

[Redacted Signature]

Signature

[Redacted Name]

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

THIS AGREEMENT is made this _____ day 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 "SELLER");

1. PROGRAM DESCRIPTION. The BUYER is acting under a Federal Emergency Management Agency (FEMA) grant from the U.S. Department of Homeland Security, administered by the BUYER and hereinafter referred to as the "Bonita Springs Acquisition/Demolition Project". The BUYER and funding from FEMA is regulated in part by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (The Stafford Act), 42 U.S.C. § 5121, et seq., identifies the use of disaster relief funds under §5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain.

The Hazard Mitigation Grant Program (HMGP) provides a process for a local government, through the State of Florida, to apply for federal funds for mitigation assistance to acquire interests in property, including purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity.

Florida has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement with FEMA and herein incorporated by reference; making it a mitigation grant program grantee. The City of Bonita Springs, acting by and through the Bonita Springs City Council has applied for and been awarded federal funds pursuant to an agreement with Florida Division of Emergency Management dated September 9, 2024, and herein incorporated by reference, making it a mitigation grant program subgrantee;

The terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values.

The property located at [REDACTED], Bonita Springs, FL 34135 is located in the City of Bonita Springs, Lee County, FL and further described in Exhibit A, which is attached hereto and made a part hereof, and the City of Bonita Springs participates in the National Flood Insurance Program (NFIP) and is in good standing with NFIP as of the date of the Deed;

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135

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

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

3. CONSIDERATION. The SELLER acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements described above is Five Hundred Eighty Thousand Dollars and Zero Cents (\$580,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLER which are due and payable at the date of settlement.

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

of any and all monies or payments to either the funding agency or the City related to this property which may be claimed by SELLER after settlement.

- e. AS APPLICABLE SELLERS must work with BUYER to identify displaced tenants prior to closing on the Premises with provisions identified in the 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.

- 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. SELLER shall vacate the property on or before the closing date from the date of this contract or by the settlement date, whichever is soonest. If SELLER does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLER and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- B. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.
- C. BUYER and SELLER acknowledge that the purchase of the property is with U.S. Department of Homeland Security Federal Emergency Management Agency funds. The SELLER acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory approval by the City of Bonita Springs City Council of the purchase, and receipt and release of funds from FEMA.





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

D. 1031 Exchange. SELLER may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.

6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLER's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLER shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLER is represented by a realtor or attorney, the SELLER is responsible for all realtor and attorney fees.

7. REAL ESTATE TAXES. SELLER shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLER to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.

8. ADJUSTMENTS. NONE.

9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLER expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLER agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed *on or before* July 31, 2025 (122) days of the signing of this contract.

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;





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

- 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 SELLER acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property.

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, SELLER shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLER.

13. VACANCY INSPECTION. The SELLER acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLER.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

15. SELLER CLOSING ACTION ITEMS. The SELLER agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLER shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.

16. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) **on or before July 31, 2025** unless accepted or countered by SELLER in written form prior to such time. If SELLER or BUYER requires an extension to the time and date stated above to accept or counteroffer the offer presented by the SELLER/BUYER, a written request with reasoning needs to be submitted to and approved by the SELLER/BUYER prior to the expiration date.





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

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

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

(This section intentionally left blank)





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

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

Seller/

[Redacted]

[Redacted]

4-7-25

Date

Seller/

[Redacted]

[Redacted]

4-7-25

Si

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM:

City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A Legal Description

[REDACTED]

[REDACTED]

Parcel Identification Number: [REDACTED]

Attachment A





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

PROGRAM SUBROGATION AGREEMENT

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

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

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

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

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

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





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

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

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

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

In addition to the above, the use of the land once acquired by the BUYER shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions as outlined in the statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80. Such uses may include parks for outdoor recreational activities; wetlands management; nature reserves and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

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

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

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

OWNER [REDACTED]

OWNER [REDACTED]

[REDACTED]

Signature

[REDACTED]

Signature

[REDACTED]

Print Name

[REDACTED]

Print Name

PROGRAM STAFF

Signature

Elly Soto McKuen

Print Name

Attachment B





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

STEPS TO A SUCCESSFUL CLOSING

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

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

Please complete the following items before the Vacancy Inspection:

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



2020966er

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

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

2020966er

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

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

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

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

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

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

2020966er

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

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

ITEM TITLE: Approve amendment #2 to purchase agreement 2024-003QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

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

City Council approved a purchase agreement at the December 18, 2024 meeting to purchase a parcel of land to construct a retention pond for stormwater improvements in the neighborhood. Amendment #1 extended the closing date from February 28, 2025 to April 16, 2025. Amendment #2 will extend the closing date from April 16, 2025 to June 30, 2025. Funds for the purchase of the parcel will be paid from CIP account number 30.250.538.6810 (Quinn/Downs/Dean West of Imperial Drain Improvements).

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

STAFF RECOMMENDATION: Approve amendment #2 to purchase agreement 2024-003QDD.

ATTACHMENTS:

1. Amendment #2 for Agreement 2024-003QDD
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] (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 April 16, 2025, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **June 30, 2025**.
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement Amendment #1 executed on February 19, 2025 (BSC 25-02-029) marked as Exhibit B and the fully executed Purchase Agreement on December 18, 2024 (BSC 24-11-275) marked as Exhibit C, is made a part of this Amendment.

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

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

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

SELLER/ [REDACTED]

Signature

Date

SELLER/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





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

Exhibit A

Legal Description

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

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

[REDACTED]

[REDACTED]





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

Exhibit B

Amendment #1

BSC 25-02-029

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 19 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] (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-25-02-029



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

1. In accordance with the Expiration of Offer (Paragraph 16 of original agreement), this amendment shall extend the February 28, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time) on or before April 16, 2025.**
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on December 18, 2024 (BSC 24-11-275) marked as Exhibit B is made a part of this Amendment.

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

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

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

SELLER/

Signature

Date

2/19/25

SELLER/

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

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]

[REDACTED]
Signature

2/20/25
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

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]

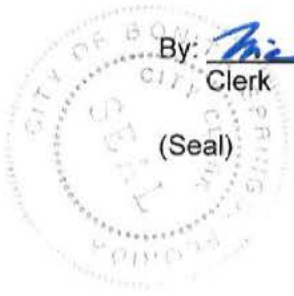
Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk



By: [Signature]
Clerk

(Seal)

[Signature]
Michael S. Gibson, Mayor

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 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 24-11-275

Executed December 18, 2024





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

OPTION TO PURCHASE AGREEMENT

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

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

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

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135



BSC-24-12-275



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

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

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

3. CONSIDERATION. The SELLERS acknowledge the price to be paid for the Premises is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate properties and improvements above described is TWO HUNDRED FIFTY THOUSAND DOLLARS and Zero Cents (\$250,000.00) based on an appraisal dated September 5, 2024 to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement. The following caveats must occur prior to closing:
- a. Ninety (90) days prior to closing the BUYER will update the appraisal to reflect the current fair market value of the property.
 - b. Closing will occur following FloridaCommerce's approval of the BUYER's Environmental Review Record (ERR) for the IBE/Quinn/Downs/Dean West of Imperial Parkway Stormwater Project and subsequent issuance of a written Authorization to Use Grant Funds (AUGF).
 - c. The SELLERS agree, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the BUYER.
 - d. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the BUYER.
 - e. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - f. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-MIT program funds being used for the purchase of the Property cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS are currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding to any tenant currently located on premises. DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the BUYER, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
 - g. AS APPLICABLE SELLERS must work with BUYER to identify displaced tenants prior to closing on the Premises with provisions identified in the Uniform





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

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

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

5. CONTINGENCIES.

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





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- d. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through FloridaCommerce. The SELLERS acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, FloridaCommerce approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt of the AUGF from FloridaCommerce.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, property surveys, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, as applicable. SELLERS's Transaction Costs include payoff fees. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS are represented by a realtor or attorney, the SELLERS are responsible for all SELLERS's realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the BUYER, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the BUYER any documents in SELLERS's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement.
10. ADDITIONAL COVENANTS OF SELLERS. From and after the date hereof and at all times prior to the end of the Option Period, SELLERS shall:
- a. Maintain the Properties substantially in the condition as it exists on the date hereof and not construct any improvements therein;
 - b. Provide the BUYER with prompt written notice of any notice, inquiry, complaint or request for information received from any governmental authority with respect to the Properties including, without limitation, any investigation or request for





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information regarding an environmental claim or condition or any alleged violation of any applicable laws including, without limitation Environmental Laws;

- c. Not sell, transfer, lease, pledge, hypothecate or otherwise encumber any direct or indirect interest in the Properties or any portion thereof or any direct or indirect interest of SELLERS except to the BUYER;
- d. Not enter into any service or other contracts which are not cancelable upon thirty (30) days or less notice without penalty or which would be binding on BUYER after closing, in either case without the prior written consent of the BUYER;
- e. Notify the BUYER in writing promptly after it becomes aware of any factor or circumstance which makes any representation or warranty herein untrue or misleading in any material respect or jeopardizes or impairs the SELLERS ability to perform any covenant or agreement herein contained.

11. ACKNOWLEDGEMENTS. The SELLERS acknowledge that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the BUYER and its agents as a result of this Agreement or any incident to the sale of the referenced real property.

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

13. VACANCY INSPECTION. The SELLERS acknowledge and agree that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secured. If the property is not secured, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the BUYER and the SELLERS.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

15. SELLER CLOSING ACTION ITEMS. The SELLERS agrees that all utilities will be turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing.





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- 16. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **February 28, 2025** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasonable needs to be submitted to and approved by the BUYER prior to the expiration date.
- 17. FURTHER ASSURANCES.** The SELLERS and BUYER shall execute, acknowledge and deliver to each other such additional assurances and documents as the other may reasonably request to effectuate the purposes of this Agreement.
- 18. ENTIRE AGREEMENT.** This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
- 19.** The SELLERS shall close any open building permits and/or resolve any code enforcement proceedings prior to closing.
- 20. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

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

(This section intentionally left blank.)





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

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

Seller/ [REDACTED]

[REDACTED] 12/5/24
Signature Date

Seller/ Debbie J. McClelland

Signature Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]
Clerk

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

(Seal)

Date: 12/18/24

APPROVED AS TO FORM:

[Signature]
City Attorney's Office





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

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Seller/ Sue E. Harmon

Signature

Date

Seller/

[Redacted Signature]

11/21/24

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]
Clerk

(Seal)

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

Date: 12/18/24

APPROVED AS TO FORM:

[Signature]
City Attorney's Office





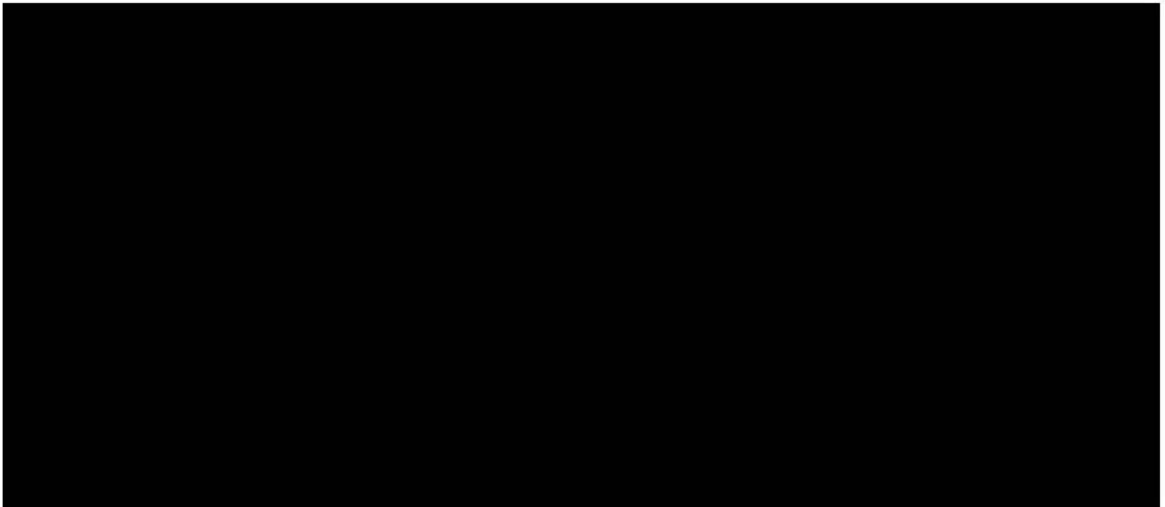
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel 1: [REDACTED] Bonita Springs, FL 34135

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





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

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

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

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

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

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





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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/

OWNER/

Signature

Signature

Print Name

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Signature

Elly Soto McKuen

Print Name





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

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

OWNER

[REDACTED]

OWNER

[REDACTED]

Signature

Signature

Print Name

Debbie J. McClelland
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

Purchase Agreement

BSC 24-11-275

Executed December 18, 2024





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

OPTION TO PURCHASE AGREEMENT

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

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

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

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

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135



BSC-24-12-275



CITY OF BONITA SPRINGS, FLORIDA

IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

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

3. CONSIDERATION. The SELLERS acknowledge the price to be paid for the Premises is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate properties and improvements above described is TWO HUNDRED FIFTY THOUSAND DOLLARS and Zero Cents (\$250,000.00) based on an appraisal dated September 5, 2024 to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement. The following caveats must occur prior to closing:

- a. Ninety (90) days prior to closing the BUYER will update the appraisal to reflect the current fair market value of the property.
- b. Closing will occur following FloridaCommerce's approval of the BUYER's Environmental Review Record (ERR) for the IBE/Quinn/Downs/Dean West of Imperial Parkway Stormwater Project and subsequent issuance of a written Authorization to Use Grant Funds (AUGF).
- c. The SELLERS agree, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the BUYER.
- d. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the BUYER.
- e. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
- f. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-MIT program funds being used for the purchase of the Property cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS are currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding to any tenant currently located on premises. DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the BUYER, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
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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.

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a. SELLERS shall vacate the property on or before the closing date outlined in Section 16. If SELLERS do not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.

b. SELLERS must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

c. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





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- d. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through FloridaCommerce. The SELLERS acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, FloridaCommerce approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt of the AUGF from FloridaCommerce.
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.
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8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the BUYER any documents in SELLERS's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement.
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





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IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

information regarding an environmental claim or condition or any alleged violation of any applicable laws including, without limitation Environmental Laws;

- c. Not sell, transfer, lease, pledge, hypothecate or otherwise encumber any direct or indirect interest in the Properties or any portion thereof or any direct or indirect interest of SELLERS except to the BUYER;
- d. Not enter into any service or other contracts which are not cancelable upon thirty (30) days or less notice without penalty or which would be binding on BUYER after closing, in either case without the prior written consent of the BUYER;
- e. Notify the BUYER in writing promptly after it becomes aware of any factor or circumstance which makes any representation or warranty herein untrue or misleading in any material respect or jeopardizes or impairs the SELLERS ability to perform any covenant or agreement herein contained.

11. ACKNOWLEDGEMENTS. The SELLERS acknowledge that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the BUYER and its agents as a result of this Agreement or any incident to the sale of the referenced real property.

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

13. VACANCY INSPECTION. The SELLERS acknowledge and agree that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secured. If the property is not secured, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the BUYER and the SELLERS.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

15. SELLER CLOSING ACTION ITEMS. The SELLERS agrees that all utilities will be turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing.





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

16. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **February 28, 2025** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasonable needs to be submitted to and approved by the BUYER prior to the expiration date.
17. FURTHER ASSURANCES. The SELLERS and BUYER shall execute, acknowledge and deliver to each other such additional assurances and documents as the other may reasonably request to effectuate the purposes of this Agreement.
18. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
19. The SELLERS shall close any open building permits and/or resolve any code enforcement proceedings prior to closing.
20. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

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

(This section intentionally left blank.)





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

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

Seller, [Redacted]

[Redacted Signature]

Signature

12/5/24
Date

Seller, [Redacted]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]
Clerk

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

Date: 12/18/24

APPROVED AS TO FORM:

[Signature]
City Attorney's Office





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

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Seller/ [REDACTED]

Signature

Date

Seller/ [REDACTED]

Signature

Date

11/21/24

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: *Michael J. Sheffield*

Clerk

(Seal)

[Signature]

Michael S. Gibson, Jr., Mayor

Date: *12/18/24*

APPROVED AS TO FORM: _____

[Signature]

City Attorney's Office





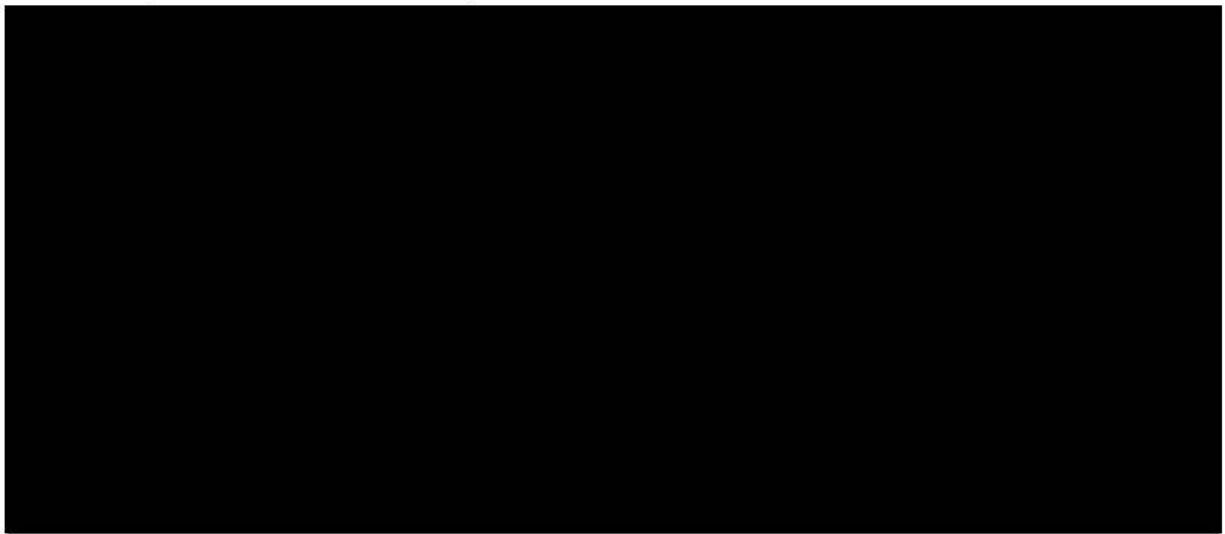
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel 1: [REDACTED] Bonita Springs, FL 34135

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





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

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

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

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

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

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





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

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

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

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

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

(This section intentionally left blank)





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

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

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

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

OWNER [REDACTED]

OWNER [REDACTED]

[REDACTED]

Signature

Signature

[REDACTED] _____
Print Name

[REDACTED] _____
Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Elly Soto McKuen

Signature

Elly Soto McKuen

Print Name





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

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OWNER [REDACTED]

Signature

[REDACTED]

Print Name

OWNER [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Elly Soto McKuen
Signature

Elly Soto McKuen
Print Name



2020966er

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

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

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

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

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

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

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

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

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

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

ITEM TITLE: Approve a Resolution confirming and memorializing the public status of a portion of Matheson Avenue pursuant to Section 95.361(2), Florida Statutes.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Improve Vehicular and Multimodal Transportation Networks

BACKGROUND: The City of Bonita Springs accepted Matheson Avenue for maintenance from Lee County through the Interlocal Agreement (BSC-00-09-19) on September 19th, 2000.

In developing the Goodwin Street Pedestrian Improvement Project, which intersects with Matheson Avenue, the City's Acquisition Council has requested the City confirm its maintenance through the attached resolution.

STAFF RECOMMENDATION: Approve Resolution.

ATTACHMENTS:

1. Resolution
2. Florida Statutes
3. Exhibit A – Survey
4. BSC-00-09-21

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 25 -__

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA ACKNOWLEDGING THE PUBLIC STATUS OF A PORTION OF MATHESON AVENUE; DECLARING THAT THE ROADWAY HAS BEEN MAINTAINED OR REPAIRED CONTINUOUSLY AND UNINTERRUPTEDLY FOR MORE THAN SEVEN YEARS; RECOGNIZING THAT SAID ROADWAY IS THEREFORE DEEMED TO BE DEDICATED TO THE PUBLIC UNDER SECTION 95.361(2), FLORIDA STATUTES; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida ("City"), has maintained and repaired a roadway known as Matheson Avenue, including the portion shown in Exhibit A attached hereto; and

WHEREAS, the City has continuously and uninterruptedly maintained or repaired said portion of Matheson Avenue for a period exceeding seven (7) years; and

WHEREAS, under Section 95.361(2), Florida Statutes, a roadway so maintained shall be deemed to be dedicated to the public to the extent of the width actually maintained during the prescribed period; and

WHEREAS, the City desires to confirm and memorialize the public status of the Road for purposes of record notice, planning, maintenance, and administration;

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

Section 1. The City finds that it has actually maintained or repaired the portion of Matheson Avenue shown in Exhibit A continuously and uninterruptedly for more than seven (7) years.

Section 2. Pursuant to Section 95.361(2), Florida Statutes, said portion of Matheson Avenue is deemed to be dedicated to the public and is hereby recognized as a public roadway vested in the City of Bonita Springs.

Section 3. A certified copy of the Resolution shall be recorded in the Official Records of Lee County, Florida.

Section 4. 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 16th day of April, 2025.

AUTHENTICATION:

Mike Gibson, Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz	Gibson
Purdon	Fullick
Carr	Fitzpatrick
Corrie	

Select Year: 2024 ▼ Go

The 2024 Florida Statutes (including 2025 Special Session C)

[Title VIII](#) [Chapter 95](#) [View Entire Chapter](#)
LIMITATIONS LIMITATIONS OF ACTIONS; ADVERSE POSSESSION

95.361 Roads presumed to be dedicated.—

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. [366.02\(4\)](#). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

- (a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming

jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

History.—s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366; s. 4, ch. 2022-4.

Note.—Former s. 337.31.

Q. GRADY MINOR & ASSOCIATES, P.A.
Civil Engineers ■ Land Surveyors ■ Planners

*Matheson
Avenue*

LETTER OF TRANSMITTAL

Date: July 8, 1999

Project: The Gardens At Bonita Springs

Location: Bonita Springs

TO: Mr. Randy Cerchie
Lee County D.O.T.
P.O. Box 398
Fort Myers, FL 33902-0398

Items transmitted via: Hand delivery

We are sending you the following items:

- (4) Four signed and sealed Legal Descriptions and Sketches for Matheson Avenue right-of-way dedication

Remarks:

cc: Steven Goldfarb
Mark Given

Signed:

Jeffery L. Swift
Jeffery L. Swift

3800 Via Del Rey
Bonita Springs, Florida 34134
(941) 947-1144 ■ Fax (941) 947-0375

RECEIVED
JUL 12 1999

Q. GRADY MINOR & ASSOCIATES, P.A.

Civil Engineers ■ Land Surveyors ■ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.

ALAN V. ROSEMAN
ROBERT W. THINNES, A.I.C.P.
ERIC V. SANDOVAL, P.S.M.
THOMAS CHERNESKY, P.S.M.

LEGAL DESCRIPTION INGRESS/EGRESS EASEMENT MATHESON AVENUE (SKETCH B-1686-2)

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 6 OF THAT CERTAIN SUBDIVISION KNOWN AS BONITA FARMS, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3 AT PAGE 27; THENCE RUN N 00°02'39" E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36, FOR A DISTANCE OF 557.06 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S 42°45'47" E A DISTANCE OF 300.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 26°04'01" SUBTENDED BY A CHORD OF 135.31 FEET AT A BEARING OF N 60°16'13" E, FOR AN ARC LENGTH OF 136.49 FEET TO THE END OF SAID CURVE; THENCE RUN N 73°18'14" E FOR A DISTANCE OF 44.31 FEET; THENCE RUN N 76°44'02" E FOR A DISTANCE OF 36.64 FEET; THENCE RUN N 78°01'12" E FOR A DISTANCE OF 41.21 FEET; THENCE RUN N 89°57'12" E FOR A DISTANCE OF 181.16 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS N 82°19'25" W A DISTANCE OF 50.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 74°11'27", SUBTENDED BY A CHORD OF 60.31 FEET AT A BEARING OF S 44°46'18" W, FOR AN ARC LENGTH OF 67.74 FEET TO THE END OF SAID CURVE; THENCE RUN S 81°52'02" W FOR A DISTANCE OF 127.09 FEET; THENCE RUN S 77°15'37" W FOR A DISTANCE OF 60.78 FEET; THENCE RUN S 73°18'14" W FOR A DISTANCE OF 44.31 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 238.00 FEET, THROUGH A CENTRAL ANGLE OF 30°11'19", SUBTENDED BY A CHORD OF 123.95 FEET AT A BEARING OF S 58°12'35" W, FOR AN ARC LENGTH OF 125.40 FEET TO THE END OF SAID CURVE; THENCE RUN S 00°02'39" W FOR A DISTANCE OF 499.54 FEET; THENCE RUN N 89°52'31" W FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 38, 861 SQUARE FEET, MORE OR LESS.

SHEET 1 OF 3

SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREIN REFER TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N 00°02'39" E.

Q. GRADY MINOR & ASSOCIATES, P.A.

SIGNED

7/7/99

Eric V. Sandoval
ERIC V. SANDOVAL

P.S.M. #5223
STATE OF FLORIDA

SHHET 2 OF 3

EAST TERRY STREET

MATHESON AVENUE

LOT 1 - BONITA FARMS
PLAT BOOK 3 AT PAGE 27

POINT OF BEGINNING
NORTHWEST CORNER
OF LOT 6

LOT 31 - BONITA FARMS
PLAT BOOK 3 AT PAGE 27

WEST LINE OF THE NORTHWEST 1/4

N 00°02'39"E
557.06'
S 00°02'39"W
499.54'

UNPLATTED
AN INGRESS / EGRESS EASEMENT
CONTAINING 38,861 SQUARE FEET, MORE OR LESS.

LOT 6 - BONITA FARMS
PLAT BOOK 3 AT PAGE 27

N 89°52'31"W
30.00'

N 89°57'12"E
181.16'

LINE TABLE

L1	N 73°18'14" E	44.31'
L2	N 76°44'02" E	36.64'
L3	N 78°01'12" E	41.21'
L4	S 81°52'02" W	127.09'
L5	S 77°15'37" W	60.78'
L6	S 73°18'14" W	44.31'

CURVE 1

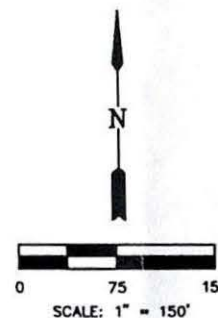
DELTA = 26°04'01"
RADIUS = 300.00'
ARC = 136.49'
CHORD = 135.31'
BEARING = N 60°16'13"E

CURVE 2

DELTA = 74°11'27"
RADIUS = 50.00'
ARC = 64.74'
CHORD = 60.31'
BEARING = S 44°46'18"W

CURVE 3

DELTA = 30°11'19"
RADIUS = 238.00'
ARC = 125.40'
CHORD = 123.95'
BEARING = S 58°12'35"W



SHEET 3 OF 3

DRAWN: C.D.O.

JOB CODE: CBSCX

SCALE: 1" = 150'



Q. GRADY MINOR AND ASSOCIATES, P.A.

CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS

3800 VIA DEL REY

BONITA SPRINGS, FLORIDA 34134

PHONE: (941) 947-1144 FAX: (941) 947-0376

CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

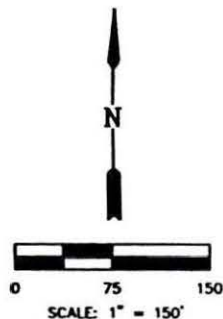
AN INGRESS / EGRESS EASEMENT

SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

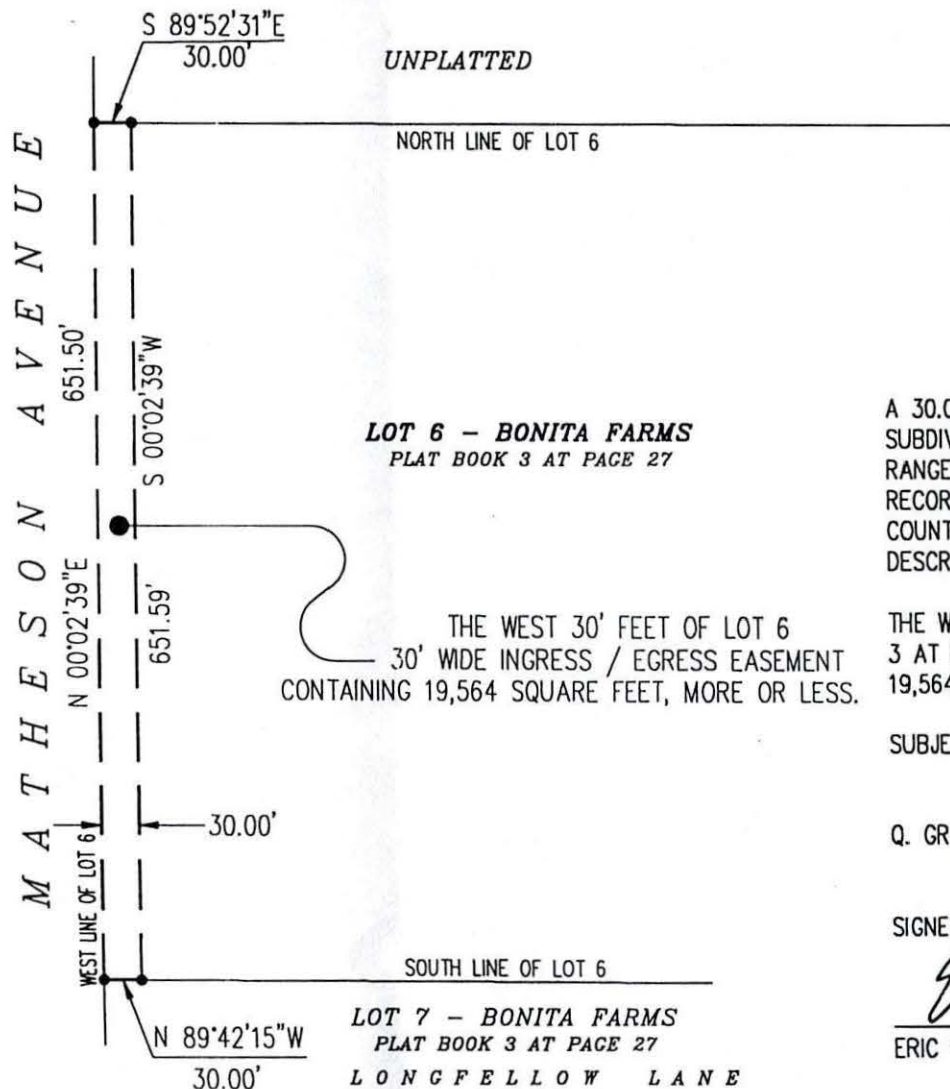
DATE: JULY, 1999

DRAWING # B-1686-2

* THIS IS NOT A SURVEY *



LOT 31 - BONITA FARMS
PLAT BOOK 3 AT PAGE 27



LEGAL DESCRIPTION
A 30 FOOT WIDE INGRESS/EGRESS EASEMENT
MATHESON AVENUE

A 30.00 FOOT WIDE STRIP OF LAND LOCATED IN LOT 6 OF THAT CERTAIN SUBDIVISION KNOWN AS BONITA FARMS, IN SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3 AT PAGE 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 30 FEET OF LOT 6 OF BONITA FARMS, AS RECORDED IN PLAT BOOK 3 AT PAGE 27 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, CONTAINING 19,564 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.

Q. GRADY MINOR & ASSOCIATES, P.A.

SIGNED

7/7/99
Eric V. Sandoval
ERIC V. SANDOVAL

P.S.M. #5223
STATE OF FLORIDA

* THIS IS NOT A SURVEY *

SHEET 1 OF 1
DRAWN: C.D.O.
JOB CODE: CBSCX
SCALE: 1" = 150'



Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE: (941) 947-1144 FAX: (941) 947-0376
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

LEGAL DESCRIPTION AND SKETCH

THE WEST 30.00' FEET OF
LOT 6, BONITA FARMS
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

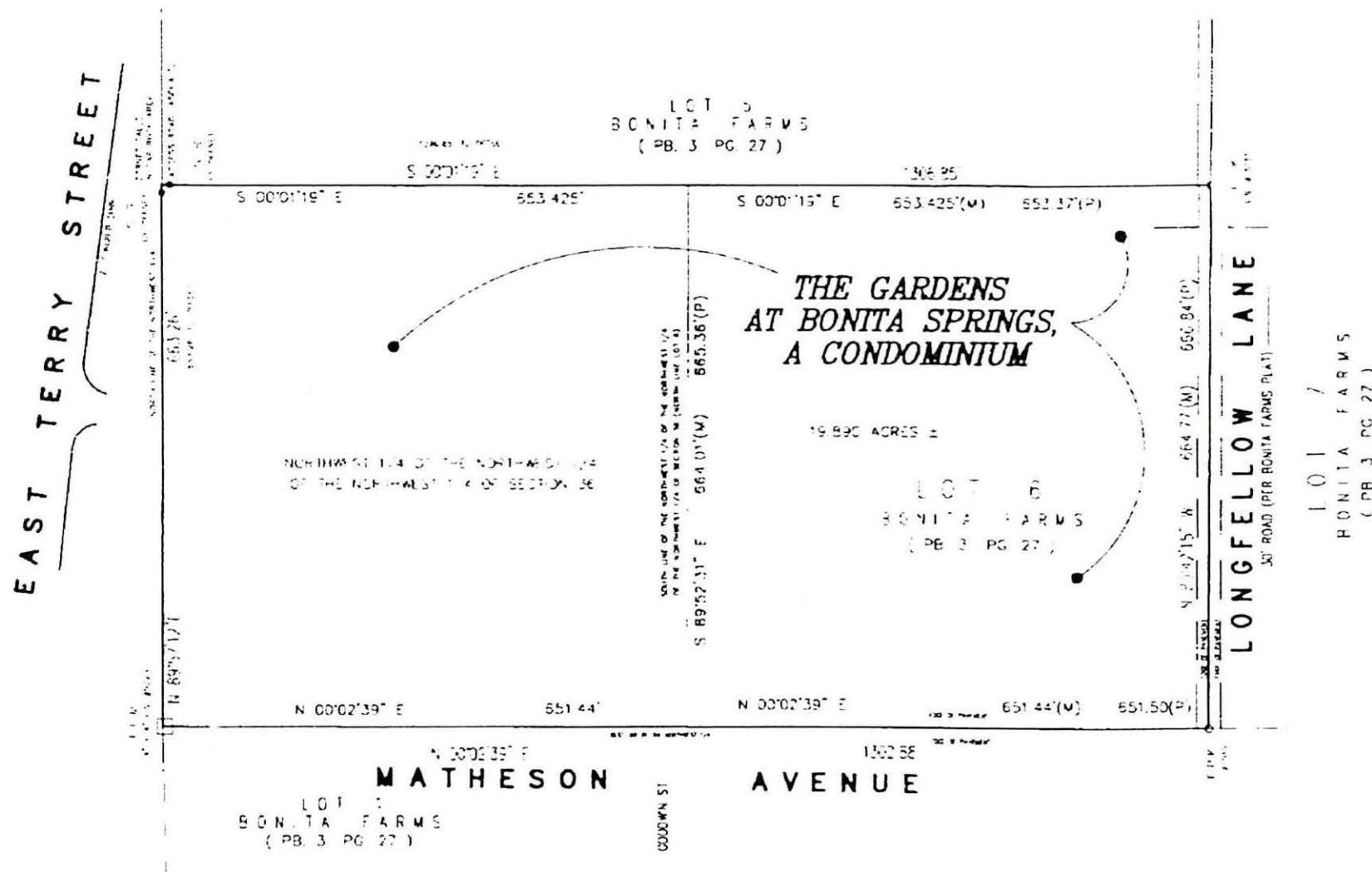
DATE: JULY, 1999

DRAWING # B-1686-1

RDENS AT BONITA SPRINGS, OMINIUM, PHASE I

EXHIBIT 'B'

3 OF 27



THE GARDENS AT BONITA SPRINGS,
A CONDOMINIUM

PHASE I, LOT 5 & 6, BOUNDARY SURVEY
BONITA SPRINGS, FLORIDA

AT BONITA SPRINGS, FLORIDA



Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE (239) 947-1144 FAX (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM BOUNDARY SURVEY

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DATE NOVEMBER, 2002 JOB CODE GB-CONDO DRAWING

**INTERLOCAL AGREEMENT BETWEEN
LEE COUNTY AND CITY OF BONITA SPRINGS
REGARDING OWNERSHIP, JURISDICTION, OPERATION
AND MAINTENANCE OF CERTAIN LOCAL ROADS**

This Interlocal Agreement is made and entered into this 19th day of September, 2000, by and between the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof, "CITY", and LEE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "COUNTY"; collectively, "the Parties" hereto.

RECITALS

WHEREAS, the City Council is the governing body in and for the City of Bonita Springs; and the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, both the COUNTY and CITY are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the CITY desires to have the COUNTY provide certain transportation services for the safety and welfare of the citizens of Bonita Springs through the County's Department of Transportation; and,

WHEREAS, the CITY finds it serves a public purpose and has determined it appropriate to compensate the COUNTY Department of Transportation for providing such services on behalf of the CITY; and

WHEREAS, pursuant to Chapter 99-428, Laws of Florida, the CITY assumed all governmental, corporate and proprietary powers provided by law to Florida municipalities as of April 15, 2000; and

WHEREAS, the Parties have determined that in order to continue an orderly transition of governmental powers and services, the City Council finds it appropriate to have the COUNTY provide local road operation and maintenance services as allowed for by the City Charter; and

WHEREAS, the Parties hereto find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the CITY and the COUNTY intending to be legally bound, hereby

agree as follows:

SECTION I - PURPOSE

It is the purpose and intent of this Interlocal Agreement to define the terms and conditions under which the COUNTY will transfer certain road ownership and jurisdictional responsibilities to the CITY, and the COUNTY will provide to the CITY, certain transportation services to the CITY through its Department of Transportation.

All terms and conditions of this Interlocal Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purposes as set forth above.

SECTION II - AUTHORITY FOR AGREEMENT

The CITY represents to the COUNTY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the CITY, has been executed and delivered by an authorized officer of the CITY, and constitutes a legal, valid and binding obligation of the CITY. The COUNTY represents to the CITY that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the governing body of the COUNTY, has been executed and delivered by an authorized officer of the COUNTY, and constitutes a legal, valid and binding obligations of the COUNTY.

SECTION III - OWNERSHIP, OPERATION AND MAINTENANCE OF CERTAIN ROADS

- A. Pursuant to Section 335.0415(3), Florida Statutes, and by operation of Chapter 99-428, Laws of Florida, the COUNTY hereby transfers over to the CITY for purposes of CITY ownership, jurisdiction, operation and maintenance, all of the local roads located within the corporate limits of the CITY as listed in Exhibit "B", attached hereto, in perpetuity.

No other roads located within the corporate limits of the CITY other than those listed in Exhibit "B", hereto, shall be transferred to the CITY; in particular, all of Hickory Boulevard, all of Bonita Beach Road and Imperial Road from Bonita Beach Road to the Collier County line, Vanderbilt Drive and Woods Edge Parkway, which is subject to an Interlocal Agreement between Lee and Collier Counties, all of which will remain as part of the COUNTY Transportation System pursuant to Chapter 336, Florida Statutes.

- B. As the result of the transfer of the local roads from the COUNTY to the CITY set out in paragraph A., above, the CITY shall assume forever, all jurisdictional, operational and maintenance responsibilities and attendant liabilities for the listed roads (Exhibit "B").

- C. This Section shall survive any expiration or termination of this Agreement with respect to the transfer of the roads as set out in paragraphs A. & B., above.

SECTION IV - SCOPE OF SERVICES

The COUNTY hereby agrees to provide and perform all work required and necessary to complete the services as set forth herein in Exhibit "A" and captioned "SCOPE OF SERVICES" for the CITY local roads as described in Exhibit "B", copies of both which are attached hereto.

SECTION V - COMPENSATION AND METHOD OF PAYMENT

The total annual cost for the COUNTY'S "core services" to the CITY for local roads operation and maintenance as set out herein, shall be a not-to-exceed amount of \$800,000.00.

Payment for the "core services" pursuant to this Agreement will be made by the CITY to the COUNTY within twenty-five (25) calendar days following the invoice and accompanying certification from the COUNTY for each month's work by the Lee County Department of Transportation on behalf of the CITY. As its certification, the COUNTY shall submit a form attached as Exhibit "C" with its invoice certifying the type of work or activity that was done during the month invoiced.

Any services provided to the CITY by the COUNTY that are above or apart from "core services" as set out herein, shall be paid by the CITY to the COUNTY on an invoice basis for time and materials. Except for emergency work, the City Manager or his designee shall authorize any work to be performed.

COUNTY invoices for work other than "core services" will have sufficient detail for the CITY to ascertain the nature of the work, the duration, costs of time and materials and the location of the job(s).

SECTION VI - TERM OF AGREEMENT FOR SERVICES

With the exception of Section III. above, this Interlocal Agreement with respect to the contemplated services to be provided by the COUNTY, shall begin on October 1, 2000 and end on September 30, 2001, for a term not greater than one (1) year, unless renewed or amended by the Parties hereto with the same formalities as this Agreement.

SECTION VII - ASSIGNMENT

No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the CITY and the COUNTY.

SECTION VIII - NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the COUNTY at the Office of the County Manager, and to the CITY, at the Office of the City Manager.

SECTION IX- AMENDMENT

This Interlocal Agreement may only be amended in writing and duly executed by the CITY and the COUNTY with the same formalities as this Agreement.

SECTION X - CONSTRUCTION

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION XI - DEFAULT

If the CITY or the COUNTY shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of thirty (30) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein.

SECTION XII - TERMINATION

This Interlocal Agreement may be terminated by the COUNTY for its convenience, or due to the fault of the CITY, by giving ninety (90) days written notice to the CITY. The COUNTY may, without prejudice to any other right or remedy, after required notices are provided, terminate this Interlocal Agreement.

This Interlocal Agreement may be terminated by the CITY for its convenience, or due to the fault of the COUNTY, by giving ninety (90) days written notice to the COUNTY. The CITY may, without prejudice to any other right or remedy, after required notices are provided, terminate this Interlocal Agreement.

The CITY may terminate this Interlocal Agreement by submitting a written notice to the COUNTY dated not less than ninety (90) days prior to the termination date, stating the reason(s) for such termination.

Termination will be effective on the date specified on the written notice. In any event of a CITY termination, the COUNTY shall be paid for all work performed until termination, and shall retain all rights and remedies, if any, provided by law.

SECTION XIII - SEVERABILITY -

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

SECTION XIV - LIABILITY

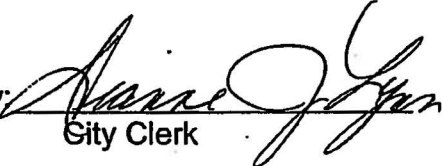
The Parties agree that by execution of this Interlocal Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Section 768.28, Florida Statutes.

SECTION XV - FILING

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

IN WITNESS WHEREOF, the CITY and the COUNTY have executed this Interlocal Agreement on the day, month and year first written above.

ATTEST:

By: 
City Clerk

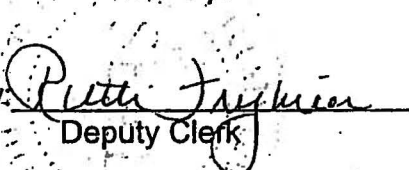
CITY OF BONITA SPRINGS

By: 
Paul Pass, Mayor

APPROVED AS TO FORM:

By: 
City Attorney

ATTEST:
CHARLIE GREEN, CLERK

By: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: 
Chairman

APPROVED AS TO FORM:

By: 
Office of the County Attorney

SCOPE OF SERVICES

I. Services Lee County Department of Transportation will provide to City of Bonita Springs:

A. Department from which service will be provided:

1. Operations
2. Traffic
3. Engineering

B. Services by department

1. Operations:

- a. Bridge Services
- b. Landscape Maintenance
- c. Canal Maintenance
- d. Roadway Maintenance

2. Traffic

- a. Traffic Sign Maintenance
- b. Pavement Marking
- c. Traffic Signal and Street Lighting
- d. Traffic Engineering Studies

3. Engineering

- a. Construction Engineering Inspections (Developer contribution assets only)
- b. Driveway & Culvert Permitting (self funded through permitting fees)
- c. Right of Way Construction Permitting (self funded through permitting fees)

II. Some services are provided on a regularly scheduled basis. Other services are provided based on complaints that we receive, all as detailed in the following:

A. Operations

EXHIBIT "A"

1. Bridge services – responsible for maintaining all the roadway bridges and drainage culverts around the County. In addition the program maintains all handrail and guardrails on the roads. Also provided is the preventative maintenance on the drawbridges.
 - a. Bridge maintenance is performed based on the findings of the bi-annual state bridge inspections. Some maintenance may be scheduled due to the County's periodic inspections. Also, maintenance may be performed because of RFA's that we receive. This includes painting over graffiti on bridge rails, structures or roadways.
 - b. Drainage culvert maintenance is scheduled based on periodic County inspections.
 - c. Handrail and guardrail repair is based on RFA requests.
2. Landscape maintenance - To maintain County sponsored landscape projects within the ROW. All areas are to be maintained to achieve aesthetic and safety criteria as outlined in the Leescape Master Plan, FDOT Roadway Design Manual and Best Horticultural Practices prescribed by the industry.
 - a. The sites are inspected on a weekly basis to evaluate the health of the plants and condition of the site, i.e. weeds, litter, moisture. If there are deficiencies the appropriate party is contacted and corrective measures taken.
 - b. Fertilization is scheduled eight times a year and applied with a broadcast spreader at half the manufacture recommended rate. All roads are scheduled consecutively and completed within one week. Soil samples are taken periodically and any additional amendments are applied as needed.
 - c. Watering is done on an as needed basis to maintain healthy plants.
 - d. Chemical applications are done on an as needed basis only to control insects and disease. All application is done in accordance with the manufacture's label. Applicator must have pesticide applicator license. IPM (Integrated Pest Management) program is in place. The program is based on monitoring plants and the environmental conditions to dictate controls. In cases where disease is undefined, a tissue and/or root sample

EXHIBIT "A"

is sent to A & L labs for analysis and recommendation.

- e. Pruning for deciduous trees, Crape Myrtle, is done in the spring. All trees are scheduled as needed and as the schedule permits. Team prunes trees to maintain a healthy structure and safety for the traveling public.

3. Canal Maintenance – To maintain the County primary and secondary canal systems and includes operating weirs to deter residential flooding for surface water management. Maintenance of canal systems includes mowing, spraying canals for weeds, demucking canals, repairing erosion problems and debris removal, all to insure proper water flow. The weirs are operated and inspected, greased and mechanical adjustments made on a scheduled basis.

- a. Canal mowing – Canal mowing to be preformed once every four months. This will include mowing the complete ROW, including access roads. It will also include slope mowing the canal banks.
- b. Canal spraying
 - (1) Once a canal has been mowed and sprayed, it is revisited on a rotating basis every 3-4 months. Ditches are revisited on an as required basis.
 - (2) Spray ditches/canals with chemical. Seven to ten days after the area is sprayed, Maintenance Crew Leaders inspect the area to ensure that all vegetation is dead. If there are still some green areas, it is spot sprayed and re-inspected.
 - (3) Private contractors maintain canals requiring intense monthly maintenance and/or special chemical needs. Hydrilla, Water Lettuce, Water Hyacinth, Torpedo Grass and Primrose Willow are some of the plants requiring chemical sprays other than our standard mix.
 - (4) Lee County Mosquito Control also assists with spraying for Water Hyacinth and Cattails on an as needed basis as directed by Operations.

EXHIBIT "A"

- c. Canal demucking – This service is provided on an as needed basis. The purpose is to ensure that the canal continues to function hydraulically as it was originally designed. A number of the canals are cleaned on an annual basis due to them being critical to drainage in that area (core maintenance). Other canals are cleaned on a periodic basis that may provide for a cleaning cycle of once every two to three years (selective maintenance).
 - d. Erosion repairs – done on an as needed basis and based on RFA's.
 - e. Weir operations – Performed on an as needed basis to mitigate residential flooding.
4. Roadway Maintenance -
- a. Shoulder work & pothole repairs
 - (1) Shoulder work – The purpose is to maintain high and low shoulders, washouts, repairs and road grading. To cut high shoulders down to keep water from standing on the road in travel lanes and keep asphalt from eroding due to standing water. To keep edges of roads from breaking off due to ruts and drop offs being created by traffic running off the road. This task requires materials to be added to the shoulder in most cases. All repairs are based on RFA's or repairs based on problems noted by one of the crews. No routine inspections are performed.
 - (2) Pothole & roadway repairs - To ensure timely, quality asphalt pavement repairs. All pothole repairs are based on RFA's or repairs based on problems noted by one of the crews. No routine inspections are performed.
 - (3) Pipe – This efforts consists of replacing roadway drainage culverts and driveway culverts to ensure the continued hydraulic function of the drainage system that the

EXHIBIT "A"

pipe is part of. The culvert pipe is to be replaced only when its eminent failure is cause for safety concern for the traveling public, the failure is effecting the hydraulic capacity of the drainage system or the size of the culvert is causing a negative impact on the operation of the drainage system. All repairs are based on RFA's or repairs based on problems noted by one of the crews. No routine inspections are performed.

- (4) Once the problem is identified and investigated, it is turned over to the maintenance supervisor to be scheduled for repair.
- (5) The culvert is replaced or repaired and the surrounding area restored to its original condition, based on present traffic safety standards.
- (6) Any private property, i.e. fences, markers, etc. that have been installed within the ROW, but without proper permits are left for the property owner to dispose of in the proper manner.
 - Ditching – The purpose is to ensure the continued hydraulic function of the roadside drainage system to deter residential flooding for surface water management. The maintenance generally consists of re-excavating the ditch to its original or design flow line elevations. Some minor chemical spraying or treatments may be done on ditches that are not located within existing residential areas. All work is scheduled based on RFA's that have been received. No routine inspections or routine cleanings are done.
- (7) All efforts are based on RFA's received. When a call is received it is logged into

EXHIBIT "A"

- the RFA tracking system.
- (8) The RFA inspector is assigned the complaint to investigate. If he concurs that there is a problem, he determines if it requires an engineering review or if it can be turned over to the crew directly.
 - (9) Once the RFA inspector has completed his review and any engineering review is completed, if needed, the problem is turned over for scheduling to the maintenance supervisor.
 - (10) The maintenance supervisor assigns the work to a specific crew to be accomplished when the crew is within that area. The crews continually rotate around the County. The crew cleans the ditch from the complaint to the outfall. No additional preventative maintenance is done, unless requested.
 - (11) All work is completed when the crew is in an area. The general turn around time to resolve a complaint is 2 to 6 months. No complaints should be held longer than 8 months.
 - (12) The crew re-grades the ditch to its design flow line if that information is available. If not the crew re-grades the ditch to a constant slope between fixed elevations, i.e. driveway culverts, cross drains, etc.
 - (13) Once excavation is completed, the ditch is re-sodded with the same type of sod that was removed, on developed lots only.
 - (14) No re-grading is done to alleviate nuisance water problems. Nuisance water problems are defined as water standing in a ditch for longer than 72 hours but less than 6" in depth and not causing any potential flooding concerns.
 - (15) Sidewalk/Bikepath Maintenance – The purpose is to provide a relatively clean sidewalk/bikepath for walking and

EXHIBIT "A"

bicycling. This work is preformed on a scheduled basis with a frequency of four times per year. The work effort includes mowing along both sides of the sidewalk/bikepath, edging the path as required and sweeping the path after all mowing and edging is complete.

- (16) ROW Mowing – All standard mowing is done on a scheduled basis. The purpose is to provide clear sightlines on our roadways for the safety of the public, and to maintain an aesthetically pleasing environment. The work is accomplished using both County staff and contracted services.
- (17) The areas are visited on a scheduled, and on an as needed basis.
- (18) High visible and high volume roads every 3 to 4 weeks, secondary roads and subdivision lots every 6 to 8 weeks, and specialty mowing (slopemower) are visited every 6 months or on an as needed basis.
- (19) The types of equipment used to mow are, 7 and 15 ft. rotary mowers attached to a farm type tractor, lawn type riding rotary mowers, and a rotary mower attached to a boom, mounted on a farm type tractor for specialty mowing.
- (20) The 7 ft and 15 ft rotary mowers, mow along the roadsides from the edge of the pavement to the back of the R.O.W. or to the edge of the ditch. The lawn type riding mowers mow the center medians and most curbed areas. The boom mounted mower reaches over the ditch areas to mow the weeds on the back side, also to trim back brush and limbs for sight distance, and for aesthetics.
- (21) Trash and liter is picked up prior to mowing operations utilizing the Sheriff's trustee program. If the trustees are not

EXHIBIT "A"

available the mowing is to proceed as scheduled.

B. Traffic

1. Traffic Sign Maintenance- will ensure that all County maintained roadways have the appropriate signs and markings. All work is done in accordance with Federal, State, and local standards and practices. Maintenance and installation will be done through inspections, work orders, Capital Improvement Program (CIP), Citizen Request For Actions (RFA's), and emergency responses. Inspections will be performed on a scheduled and unscheduled basis.
 - a. The periodic inspection of an area about every 14 to 24 days by a traffic sign installer. The installer travels along the roadways in an area to inspect the condition of all traffic signs. Any sign found in need of repair or replacement are tended to as the installer comes upon them. In the event that the installer comes upon a damaged street name sign or another type of sign, which he does not have stocked on his truck, he places an order to have the street name sign made or picks up a new sign as soon as possible to complete the work.
 - b. In the event that a traffic sign is reported as damaged or missing during regular business hours (7 am to 5:30 pm, M-F), an installer will investigate the service call within one (1) hour or less to determine the extent of the repairs needed and to restore the traffic sign to an appropriate condition.
 - c. In the event that a traffic sign is reported outside of regular business hours, an installer will investigate the service call within two (2) hour or less to determine the extent of the repairs needed and to restore the traffic sign to an appropriate condition.
 - d. To provide traffic control in response to incidents on the roadways. (i.e., major crashes, roadway flooding, severe roadway pavement failures) *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*
 - e. To provide support and manpower in the event of major

EXHIBIT "A"

storm events. *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*

2. Pavement Marking

- a. Each roadway, which has centerline, edge line, and lane lines, is reviewed on an annual basis and will be painted on an as needed basis.
- b. Each location, which has a pavement marking (e.g., stop bar, crosswalk, railroad crossing, etc), is reviewed on an annual basis and will be refurbished on an as needed basis.
- c. To provide traffic control in response to incidents on the roadways. (i.e., major crashes, roadway flooding, severe roadway pavement failures) *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*
- d. To provide support and manpower in the event of major storm events. *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*

3. Traffic Signal and Street Lighting - will ensure that all County maintained traffic signals and systems, warning flashers, street lights, aerial signs, permanent counting stations, and the electrical systems for drawbridges and fender lights are installed, maintained, and repaired. All work is done in accordance with Federal, State, and local standards and practices. Maintenance will be done through inspections, work orders, RFA's, and emergency responses. Inspections will be performed on a scheduled and unscheduled basis

- a. The periodic preventive maintenance of a traffic signal, signal systems and street lighting at a signalized intersection will take place once a year. For the City, this includes 7 Traffic Signals and a School Entrance Flasher, and two (2) Computerized Closed Loop Traffic Signal Systems (one completely owned by the City and another that is connected to a County owned system).

EXHIBIT "A"

- b. The service maintenance for two (2) permanent traffic counting stations will be performed on an as needed basis.
- c. In the event that a traffic signal is reported as damaged or malfunctioning during regular business hours (7 am to 5:30 p.m., M-F), a traffic signal technician will investigate the service call within one (1) hour or less to determine the extent of the repairs needed and to restore the traffic signal to an appropriate condition.
- d. In the event that a traffic signal is reported outside of regular business hours, a technician will investigate the service call within two (2) hour or less to determine the extent of the repairs needed and to restore the traffic signal to an appropriate condition.
- e. In the event that a street light is reported as damaged during regular business hours (7 am to 5:30 pm, M-F), an electrician or technician will investigate the service call within one (1) hour or less to determine the extent of the repairs needed. The necessary repairs will be scheduled as soon as possible depending on the nature and extent of the damage.
- f. In the event that a street light is reported as damaged outside of regular business hours, an electrician or technician will investigate the service call within two (2) hours or less to determine the extent of the repairs needed. The necessary repairs will be scheduled as soon as possible depending on the nature and extent of the damage.
- g. In the event that a street light is reported as being burned out, the lamp will be replaced within five (5) working days.
- h. To make necessary modifications to existing traffic signals to accommodate needed changes in the signal's operation.
- i. To provide traffic control in response to incidents on the roadways. (i.e., major crashes, roadway flooding, severe roadway pavement failures) *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*
- j. To provide support and manpower in the event of major

EXHIBIT "A"

storm events. *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*

4. Traffic Engineering Studies

- a. To conduct periodic traffic engineering studies and reviews of roadways and streets to identify operational and safety improvements relative to pedestrian, bicycle, and vehicular traffic flow.
- b. To monitor and direct the operation of the Computerized Traffic Signal Systems to be owned or maintained by the City. For the City, this includes 7 Traffic Signals and a School Entrance Flasher, and two (2) Computerized Closed Loop Traffic Signal Systems (one completely owned by the City and another that is connected to a County owned system).
- c. To monitor the operation of two (2) permanent traffic counting stations.
- d. To investigate and address citizen concerns on arterial, collector, and residential streets relating to traffic conditions – volumes and speeds; timing of traffic signals and signal systems; need for traffic pavement markings; need for stop signs and traffic signals to control intersections; need for street lighting; and, other traffic safety issues.
- e. To participate in the transportation planning process, and provide the following: review and support, from an operational perspective, for transportation system planning; and, review and comment on traffic operations aspects of traffic impact statements, site plans, and development proposals.
- f. To provide review for intersection and street improvement design and roadway construction plans.
- g. To collect and assimilate annual traffic volume data, and publish the information as part of the Lee County Annual Traffic Count Report.
- h. To maintain records of all crashes at locations throughout the City, publish a report of crash rates at these locations, and identify those locations with significant crash rate experiences.

EXHIBIT "A"

- i. To review right-of-way use permits and maintenance of traffic plans.
- j. To provide traffic control in response to incidents on the roadways. (i.e., major crashes, roadway flooding, severe roadway pavement failures) *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*
- k. To provide support and manpower in the event of major storm events. *(Depending on the nature and magnitude of the event or incident, this work effort may exceed the scope of basic services, and thus the work would be billed for on the basis of time and materials.)*

C. Engineering

1. Construction Engineering Inspections

Oversee and review inspections of developer contributed assets only.

2. Driveway & Culvert Permitting

For the installation or the construction of a **residential** driveway located on county maintained roadways, easements or rights-of-way. This includes the placement of a culvert pipe or the construction of a swale either extending the full length of the property, or under the driveway portion which extends into the right-of-way.

The permit may be purchased through the Lee County Building Department.

The applicant must follow the requirements as stipulated on the permit and as set forth by Lee County DOT Surveyors and Inspectors.

All work must be inspected by Lee County DOT Inspectors prior to DOT final approval and sticker. This will include a stake out for a culvert, swale or sod, inspection of culvert and/or inspection of forms for swale, and inspection of sod for

EXHIBIT "A"

entire frontage or property ditch line. A re-inspection will be required on any failed inspection.

The Certificate of Occupancy shall not be issued by the Lee County Building Department until "final inspection" and the "permit finalized" is done by LCDOT.

The fee for a Residential Driveway Permits is \$95.00 for a single driveway entrance and \$120.00 for a double driveway entrance.

3. Right of Way Construction Permitting

For the installation of utility construction activities on County owned or maintained roadways or drainage rights-of-way or easements. This includes, acceleration/deceleration lanes, turn lanes, catch basins, widening of driveways, curb and gutter.

With the permit application the applicant is to provide two (2) sets of Development Order approved plans or sketches and a bond.

When a permit is to be issued to a utility company as owner, no bond is required. When a permit is to be issued to a contractor or property owner other than a utility company, the following shall apply:

- a. The permittee shall provide a Right-of-Way Permit Bond in the amount of 110% of the estimated construction costs, for each permit issued, or a Right-of-Way Bond covering multiple permits. Such bond or bonds shall be in a form acceptable to Lee County.
- b. The minimum bond for any construction with County roadways or drainage easements or right-of-way shall be \$5,000.00.
- c. A Right-of-Way Bond covering multiple permits in the amount of \$25,000.00 may be presented. In either one of these cases, the County Engineer at his discretion may require additional surety for any type of open cut.

EXHIBIT "A"

No permit shall be issued, and no work shall commence, until the said bond has been submitted to and approved by Lee County.

An inspection of all work must take place and be accepted by Lee County DOT. After the inspection and the work is accepted by Lee County DOT, the bond *may* be reduced. The permit bond shall stay in effect during one year after the final inspection has taken place. The Right-of-Way Construction Permit shall stay in effect for ninety (90) days. If an extension is needed, the Permittee must notify Lee County DOT prior to the expiration date of the permit.

The fee for said permit varies. The fees are listed in the External Fees and Charges Manual for Lee County DOT (Attachment 1., hereto).

More detailed information can be found in Administrative Code AC-11-12, titled "Utility Construction Activities in County Owned or Maintained Roadway and Drainage Rights-of-Way and Easements".

EXHIBIT "A"

SECTION IV.
TRANSPORTATION

FUNCTION: Transportation

ACTIVITY: Road and Street
Facilities

PROGRAM: Engineering Services

DEPARTMENT: Transportation

BASIS FOR FEE: Cost for service rendered

DATE APPROVED: 08-09-89

NOTE: As of 11-15-89, the County Manager has authority to revise, without Board approval, the following fees and charges:

DEPARTMENT OF TRANSPORTATION FEES

ITEM

*Blue Print Copy (24" X 36")	\$ 2.00
*County Right of Way Maps (blue print)	\$ 2.00
*County Right of Way Maps (microfiche copy)	\$ 5.00
*FDOT Right of Way Maps (blue print)	\$ 2.00
*FDOT Right of Way Maps (microfiche copy)	\$ 5.00
*County Bridge Location & Weight Limits	\$ 2.00

DRIVEWAY & CULVERT PERMITS

a. ***Single Residential Roadway Connection	\$ 95.00
b. ***Double Residential Driveway Roadway Connection	\$120.00

RIGHT-OF-WAY CONSTRUCTION PERMITS

a. Single Commercial Roadway Connection Permit Review Fee	\$130.00
b. After the Fact Single Commercial Roadway Connection Permit Review Fee	\$260.00
c. Double Commercial Roadway Connection Permit Review Fee	\$155.00
d. After the Fact Double Commercial Roadway Connection Permit Review Fee	\$310.00

(continued)

06/98

IV-A-1-(1)

DEPARTMENT OF TRANSPORTATION FEES (continued)

RIGHT-OF-WAY CONSTRUCTION PERMITS (continued)

- | | | |
|----|---|----------|
| e. | Utility Permit Review Fee (one mile or less). | \$ 30.00 |
| f. | Additional Charge (in excess of one mile) Per Quarter
Mile \$ 7.00 | |
| g. | After the Fact Utility Permit Review Fee | \$ 60.00 |

- * Sold at Property Appraiser's Mapping Dept., 2480 Thompson Street
** Sold at Public Resources, Lobby Information Desk, 2115 Second Street
*** Sold at Building Department, 1500 Monroe Street

06/98

IV-A-1-(2)

	A	B	C	D	E	F	I	J	K	L	M
1	REF	NAME	TYPE	TRSU	STRAP	SUBDIVISION	MNTU	EXIST FROM	EXIST TO	PRECED	DISTRICT
2		ABERNATHY	ST		354725	BONITA SPRINGS	1431	OLD US 41	HORNE AV	80	6
3		ABERNATHY	ST		354725	BONITA SPRINGS	313	FRONT ST	OLD US 41	13	5
4		ALABAMA	ST		344725	BONITA SPRINGS TOWNSITE	1169	W OF OLD SEABOARD RD	E OF WISCONSIN ST	13	5
5		AMANDA	LN		364725	AROYAL PINES	995	ELAINE DR	OLIVER DR	80	6
6		ARROYAL	RD		344725	ARROYAL	2652	PENNSYLVANIA AV	BONITA BEACH RD	13	5
7		ATLANTIC	AVE		274725	IMPERIAL HARBOR U 1	522	IMPERIAL HARBOR BLVD	SE OF COLONY RD	61	5
8		BAILES	ST		044825	GULF WOODS	1309	MEADOWLARK LN	WINDSOR RD	136	3
9		BAREFOOT	LN		344725	QUAIL CREEK U 1	2403	W TERRY ST	END	61	5
10		BARETTA	DR		344725	ARBEL	1312	PENNSYLVANIA AV	CAROLINA ST	13	5
11		BARON	RD		274725	IMPERIAL HARBOR U 5 P 1	726	KINGS RD	COUNTESS LN	61	5
12		BAY	RD		254724	ADDN TO BLK I BONITA BEACH	1586	MELODY LN	S OF HARMONY LN	135	3
13		BEAUMONT	RD		044825	?	1677	BONITA BEACH RD	S TO MNT SIGN	135	4
14		BERNARD	CT		364725	AROYAL PINES	288	OLIVER RD	END	80	6
15		BIG BEND	RD		324725	TARPON BEND	1105	TARPON AV	END	135	3
16		BIRD POINT	CT		264725	SANDY HOLLOW	182	SANDY HOLLOW LN	END	134	2
17		BOB-WHITE	LN		344725	QUAIL CREEK U 1	395	BAREFOOT LN	BAREFOOT LN	61	5
18		BONITA	DR		264725	WOODS EST	2158	OLD US 41	END	134	2
19		BONITA BEACH	CSWY		134724	?	18788	BIG CARLOS PASS	NEW PASS	49	1
20		BONITA BEACH	CSWY		134724	?	6888	NEW PASS	BROADWAY CHANNEL	49	3
21		BONITA BEACH	RD	SE	334725	?	9083	I - 75	E TO END	149	6
22		BONITA BEACH	RD	SE	334725	?	9511	US 41	I - 75	136	4
23		BONITA BEACH	RD	SW	334725	?	11082	HICKORY BLVD	WINDSOR RD	135	3
24		BONITA BEACH	RD	SW	334725	?	1689	WINDSOR RD	US 41	135	4
25		BONITA GRANDE	DR		314726	BONITA BEACH RD TO E TERRY ST	5240	BONITA BEACH RD	E TERRY ST	149	6
26		BRADLEY	CT		364725	IMPERIAL PINES	195	OLIVER RD	END	80	6
27		BRIDGEPORT	LN		264725	ROSEMARY PARK	1248	BONITA DR	N TO END	134	2
28		BRINK	CIR		334725	WINDSOR ACRES	404	WINDSOR RD	W TO END	135	3
29		BUCCANEER	DR		344725	PIRATES COVE U 2 (UNREC)	670	PENNSYLVANIA AV	N TO END	13	5
30		CABANA	RD		274725	IMPERIAL HARBOR U 1	1027	ATLANTIC AV	END	61	5
31		CAJEPUT	LN		254724	ADDN TO BLK I BONITA BEACH	365	BAY AV	END	135	3
32		CALYPSO	WAY		254725	LEITNER CREEK MANOR	648	TORCHFIRE TRL	VAGABOND WY	134	2
33		CAPE VERDE	LN		264725	ROSEMARY PARK U 2	1244	BONITA DR	N TO END	134	2
34		CARNEY	CIR		234725	BONITA SPRINGS CC U 2	966	PARADISE RD	PARADISE RD	137	1
35		CARNOUSTIE	CT		144725	BONITA SPRINGS CC U 1	1825	PARADISE RD	END	137	1
36		CAROLINA	ST		344725	BONITA SPRINGS TOWNSITE	1877	ARROYAL RD	PLAYA DEL REY LN	13	5
37		CARTWRIGHT	CT		044825	CARTWRIGHT	948	WINDSOR RD	W TO END	136	3
38		CENTER	AVE		354725	CENTER PARK	633	W TERRY ST	GOODWIN ST	80	6

1	A	B	C	D	E	F	I	J	K	L	M
	REF	NAME	TYPE	RSU	ST/APP	SUBDIVISION	MMTU	X ST FROM	X ST TO	PREGNO	DISTRICT
39		CHAMBER OF COMMERCE	DR		214725	SPRING CREEK EAST U 1	1162	TIMBERWILDE DR	US 41	137	1
40		CHAPAREL	DR		304726	?	1354	SUNCREST LN	S TO END	134	2
41		CHAPMAN	AVE		364725	IMPERIAL GATES	1160	QUINN ST	IMPERIAL ST	83	6
42		CHILDERS	ST		354725	BONITA SPRINGS TOWNSITE	292	FRONT ST	OLD US 41	13	5
43		CHILDERS	ST		354725	BONITA SPRINGS TOWNSITE	1820	OLD US 41	ELMWOOD DR	85	6
44		COCHRAN	ST		264725	ROSEMARY PARK U 1	346	PALM ST	PINE AV	134	2
45		COCKLESHELL	DR		234725	BONITA SPRINGS CC	4783	US 41	MADDOX LN	137	1
46		COLONY	RD		274725	IMPERIAL HARBOR U 7	3205	ATLANTIC AV	S TO END	61	5
47		CONNECTICUT	ST		344725	HEITMANS BONITA SPRINGS	989	WISCONSIN ST	MICHIGAN ST	13	5
48		COUNTESS	LN		274725	IMPERIAL HARBOR	1665	DUKE RD	N TO END	61	5
49		COVENTRY	LN		264725	ROSEMARY PARK U 2	660	ROSEMARY DR	BONITA DR	134	2
50		CROCKETT	ST		354725	BONITA SPRINGS	1052	PULLEN AV	OLD US 41	80	6
51		CYPRESS	LN		254724	ADDN TO BLK I BONITA BEACH	370	BAY AV	END	135	3
52		DEAN	ST		354725	BONITA SPRINGS TOWNSITE	6457	OLD US 41	QUINN ST	80	6
53		DELAWARE	ST		354725	HEITMANS BONITA SPRINGS	984	WISCONSIN ST	MICHIGAN ST	13	5
54		DELLWOOD	LN		014825	DEER RUN ESTATES U 1	1142	IMPERIAL ST	W TO END	136	4
55		DOEPHIN	ST		174725	ESTERO BAY SHORES U 1	1303	SPRING CREEK RD	S TO END	148	1
56		DORTCH	AVE		354725	BONITA SPRINGS	1211	RAGSDALE ST	N TO END	80	6
57		DUCHESS	LN		274725	IMPERIAL HARBOR U 7	1874	LORD RD	QUEEN MARY LN	61	5
58		DUKE	RD		274725	IMPERIAL HARBOR U 4	546	COUNTESS LN	DUCHESS LN	61	5
59		EARL	RD		274725	IMPERIAL HARBOR U 3	714	PITT RD	PRINCESS LN	61	5
60		EDENBRIDGE	CT		344725	EDENBRIDGE GARDENS	1232	W TERRY ST	S TO END	61	5
61		ELAINE	DR		364725	AROYAL PINES	1119	E TERRY ST	IMPERIAL PINES WY	80	6
62		ENOCH	LN		144725	FAIRWAY ESTATES	952	PARADISE RD	ST PATRICK LN	137	1
63		ESPLANADE	ST		324725	IMPERIAL SHORES	3808	IMPERIAL SHORES BLVD	E TO END	135	3
64		FELTS	AVE		354725	BONITA SPRINGS	2766	DEAN ST	N TO END	80	6
65		FENNER	CIR		234725	BONITA SPRINGS CC	840	PARADISE RD	PARADISE RD	137	1
66		FOREST MERE	DR		254725	SPRING LAKES	636	SOUTHERN PINES DR	ROBIN WY	134	2
67		FOREST PARK	AVE		354725	RIVERSIDE	893	W TERRY ST	S RIVERSIDE DR	61	5
68		FORESTER	DR		314725	BONITA BEACH 1ST ADD	1207	KINGS KEW	N TO END	135	3
69		FRANKLIN	ST		324725	?	601	VANDERBILT DR	MANGO DR	135	3
70		FRONT	ST		354725	BONITA SPRINGS TOWNSITE	1441	PINE LAKE RD	MARINER RD	13	5
71		GARRETT	ST		344725	PARK PLACE	1313	CHILDERS ST	KENTUCKY ST	13	5
72		GARY	RD		324725	LEDFORD SHORES	949	CAROLINA ST	PENNSYLVANIA AV	135	3
73		GEORGIA	ST		354725	BONITA SPRINGS TOWNSITE	1279	WASHINGTON ST	NEW YORK ST	13	5
74		GOODWIN	ST		354725	TUSSEYS SUB	2621	OLD US 41	MATHESON AV	80	6
75		HAMPTON	ST		354725	BONITA SPRINGS TOWNSITE	1788	OLD US 41	HORNE AV	80	6

A	B	C	D	E	F	I	J	K	L	M
1	NAME	TYPE	RSU	STREET	SUBDIVISION	INT'L	XST FROM	XST TO	PRECINCT	DISTRICT
76	HARMONY	LN		254724	ADDN TO BLK I BONITA BEACH	365	HICKORY BLVD	BAY AV	155	3
77	HATTER	CT		364725	ARROYAL PINES	241	ELAINE DR	E TO END	30	6
78	HICKORY	BLVD		254724	ADDN TO BLK I BONITA BEACH	10840	BONITA BEACH RD	N TO BIG CARLOS PASS	135	3
79	HIGHLAND WOODS	BLVD		284725	HIGHLAND WOODS	1400	US 41	E FOR 1400 FT	61	5
80	HORNE	AVE		354725	BONITA SPRINGS	2678	DEAN ST	N TO END	80	6
81	HUNTERS RIDGE	CT		064826	?	329	HUNTERS RIDGE BLVD	END	149	6
82	HUNTERS RIDGE	BLVD		064826	?	1277	BONITA BEACH RD	HUNTERS RIDGE CT	149	6
83	IDAHO	ST		354725	BONITA SPRINGS TOWNSITE	459	KENTUCKY ST	INDIANA ST	12	5
84	ILLINOIS	ST		354725	BONITA SPRINGS TOWNSITE	988	KENTUCKY ST	PENNSYLVANIA AV	15	5
85	IMPERIAL	ST		364725	BONITA GARDENS	7873	E TERRY ST	S TO END	80	6
86	IMPERIAL HARBOR	BLVD		274725	IMPERIAL HARBOR U 1	3551	OLD US 41	END	61	5
87	IMPERIAL OAKS	CIR		364725	IMPERIAL OAKS	1935	IMPERIAL ST	IMPERIAL ST	80	6
88	IMPERIAL PINES	WAY		364725	IMPERIAL PINES	1060	ELAINE DR	OLIVER DR	80	6
89	IMPERIAL RIVER	RD		324725	STANTONS	2167	BONITA BEACH RD	N TO END	135	3
90	IMPERIAL SHORES	BLVD		324725	IMPERIAL SHORES	2336	BONITA BEACH RD	N TO END	135	3
91	INDIANA	ST		354725	?	1410	ILLINOIS ST	STONEHAVEN DR	15	5
92	INDUSTRIAL	ST		354725	BONITA SPRINGS TOWNSITE	1338	BONITA BEACH RD	TENNESSEE ST	15	5
93	IOWA	ST		354725	BONITA SPRINGS TOWNSITE	950	BONITA BEACH RD	GEORGIA ST	13	5
94	JACKFISH	ST		174725	ESTERO BAY SHORES U 1	334	KINGFISH ST	END	145	1
95	JACKSON	AVE		354725	RIVERSIDE	1156	W TERRY ST	S RIVERSIDE DR	61	5
96	JOLLY ROGER	LN		344725	?	1169	PENNSYLVANIA AV	N TO END	13	5
97	KATREENA	DR		044825	SUNSET ACRES	658	VANDERBILT DR	MANGO DR	135	3
98	KENTUCKY	ST		344725	VILLA BONITA U 3	4111	WISCONSIN ST	OLD US 41	15	5
99	KINGFISH	ST		174725	ESTERO BAY SHORES U 1	610	SWORDFISH ST	PINFISH CT	145	1
100	KINGS	RD		274725	IMPERIAL HARBOR U 1	3255	COUNTESS LN	END	61	5
101	KINGS KEW			314725	KINLEYLAND	615	HICKORY BLVD	N TO END	135	3
102	KNIGHT	RD		274725	IMPERIAL HARBOR	580	COUNTESS LN	KINGS RD	61	5
103	LAKE SHALIMAR	DR		314726	LAKES OF SAN SOUCI	2160	RUE DE PAIX	END	149	6
104	LEE	CT		364725	IMPERIAL PINES	226	ELAINE DR	END	80	6
105	LIME	ST		364725	HIGHLAND ESTATES	575	BONITA BEACH RD	TANGERINE TERR	80	6
106	LITTLE HICKORY	RD		324725	IMPERIAL SHORES	1244	IMPERIAL SHORES BLVD	REAHARD CT	135	3
107	LONDON	LN		264725	ROSEMARY PARK 2	1257	BONITA DR	N TO END	134	2
108	LONGFELLOW	LN		364725	BONITA FARMS	1323	MATHESON AV	FOSTER LN	80	6
109	LORD	RD		274725	IMPERIAL HARBOR	1025	COUNTESS LN	KINGS RD	61	5
110	LOS AMIGOS	LN		344725	ARROYAL HEIGHTS	1311	CAROLINA ST	PENNSYLVANIA AV	13	5
111	LOST WOODS	CIR		254725	WINTER HAVEN EAST	2557	E TERRY ST	E TERRY ST	134	2
112	LUKE	ST		334725	ARROYAL	1715	TARPON AV	BONITA BEACH RD	135	3

	A	B	C	D	E	F	I	J	K	L	M
1	REF	NAME	TYPE	RSU	STAP	SUBDIVISION	MAP	XSTFROM	XSTO	FREQ	DIST
113		MADDOX	LN		144725	BONITA SPRINGS CC	1336	PARADISE RD	COCKLESHELL DR	137	1
114		MAIDEN	LN		304726	SUN VILLAGE ESTATES	284	MORTON AV	SUN VILLAGE LN	134	2
115		MANGO	DR		044825	SUNSET ACRES	1808	BONITA BEACH RD	S TO END	136	3
116		MARINER	RD		324725	IMPERIAL SHORES U 1	1251	IMPERIAL SHORES BLVD	REAHARD CT	135	3
117		MATHESON	AVE		354725	WESTBOBEAN - BONITA SPRINGS	4199	DEAN ST	W TERRY ST	80	6
118		MCLAUGHLIN	BLVD		304725	CAROLANDS (UNREC)	3698	HICKORY BLVD	END	135	3
119		MEADOW	LN		014825	DEER RUN ESTATES U 1	1142	IMPERIAL ST	W TO END	136	4
120		MEADOW LARK	LN		044825	VANDERBILT LAKES	2822	BONITA BEACH RD	WINTHROP CIR	135	3
121		MEADOWLARK	LN		044825	?	2822	BONITA BEACH RD	WINTHROP CIR	136	3
122		MELODY	LN		254724	ADDN TO BLK I BONITA BEACH	230	HICKORY BLVD	END	135	3
123		MICHIGAN	ST		344725	BONITA SPRINGS TP	2592	BONITA BEACH RD	PENNSYLVANIA AV	13	5
124		MONTANA	CT		344725	PARK PLACE	366	WISCONSIN ST	END	13	5
125		MORTON	AVE		304726	SUN VILLAGE EST	5385	E TERRY ST	SAND RD	134	2
126		MURAT	CT		364725	ORANGE CREEK REPLAT	223	ORANGEWOOD DR	END	80	6
127		NEVADA	ST		354725	HEITMANS BONITA SPRINGS	814	PENNSYLVANIA AV	KENTUCKY ST	13	5
128		NEW MOON	CT		254725	LEITNER CREEK MANOR	354	CALYPSO WY	VAGABOND WY	134	2
129		NEW YORK	ST		354725	HEITMANS BONITA SPRINGS	1395	IOWA ST	TENNESEE ST	13	5
130		NICKI-J	CT		254725	IRISH PINES	511	E TERRY ST	END	134	2
131		NOBLE	LN		264725	ROSEMARY PARK 2	659	BONITA DR	ROSEMARY DR	134	2
132		NOMAD	DR		254725	LEITNER CREEK MANOR U 2	831	STARDUST DR	WAGON TRL	134	2
133		OKEANA	ST		324725	IMPERIAL SHORES	745	BONITA BEACH RD	PINE LAKE RD	135	3
134		OLD 41	RD		164725	?	9344	US 41	S SECTION LINE OF 224725	137	1
135		OLD 41	RD		164725	?	7588	S SECTION LINE OF 224725	IMPERIAL RIVER BRIDGE	61	5
136		OLD 41	RD		164725	?	4040	IMPERIAL RIVER BRIDGE	BONITA BEACH RD	13	5
137		OLD 41	RD		164725	?	6102	BONITA BEACH RD	COUNTY LINE	136	4
138		OLD SEABOARD	RD		344725	BONITA FARMS	629	ALABAMA ST	CAROLINA ST	13	5
139		OLIVER	DR		364725	IMPERIAL PINES	1083	E TERRY ST	IMPERIAL PINES WY	80	6
140		ORANGE BLOSSOM	DR		364725	HIGHLAND ESTATES	1191	LIME ST	IMPERIAL ST	80	6
141		ORANGEWOOD	DR		364725	ORANGE CREEK REPLAT	1777	TANGELO TERR	W TO END	80	6
142		OREGON	ST		354725	?	556	INDIANA ST	KENTUCKY ST	13	5
143		ORR	RD		314726	?	1401	BONITA BEACH RD	NW TO EOP	149	6
144		OUR	CT		264725	BONITA DRIVE ESTATES	509	BONITA DR	S TO END	134	2
145		PALM	AVE		264725	ROSEMARY PARK U 1	1307	W TERRY ST	PAULING LN	61	5
146		PARADISE	RD		234725	PARADISE ACRES	7076	ST PATRICK LN	S TO EOP	137	1
147		PAULING	LN		264725	ROSEMARY PARK U 1	488	N RIVERSIDE DR	W TO END	61	5
148		PEER	LN		274725	IMPERIAL HARBOR U 7	554	QUEEN MARY LN	S TO END	61	5
149		PELICAN RIDGE	CIR		344725	PELICAN RIDGE	585	PENNSYLVANIA AV	S TO END	13	5

	A	B	C	D	E	F	I	J	K	L	M
1	REF	NAME	TYPE	RSU	STAD	SUBDIVISION	MTILE	X ST FROM	X ST TO	PREC/KIT	DISTRICT
150		PENNSYLVANIA	AVE		344725	HEITMANS BONITA SPRINGS	7801	FRONT ST	ARROYAL RD	13	5
151		PINE	AVE		264725	ROSEMARY PARK 1	2529	W TERRY ST	N TO END	61	5
152		PINE LAKE	RD		324725	IMPERIAL SHORES	1287	IMPERIAL SHORES BLVD	E TO END	135	3
153		PINECREST	LN		314726	PINECREST HAVEN	2955	E TERRY ST	S TO EOP	80	6
154		PINETRAIL	DR		364725	PINEWOOD ESTATES	429	E TERRY ST	S TO END	80	6
155		PINFISH	CT		174725	ESTERO BAY SHORES U 1	116	KINGFISH ST	END	148	1
156		PITT	RD		274725	IMPERIAL HARBOR	1329	COUNTLESS LN	PRINCESS LN	61	5
157		PIVA	CT		254725	WINTER HAVEN WEST	1044	E TERRY ST	N TO END	134	2
158		PLAYA DEL REY	LN		344725	ARROYAL HEIGHTS U 2	1318	PENNSYLVANIA AV	CAROLINA ST	13	5
159		POLLARD	DR		344725	PELICAN RIDGE	780	PENNSYLVANIA AV	PELICAN RIDGE CIR	13	5
160		PRINCESS	LN		274725	IMPERIAL HARBOR U 1	3360	IMPERIAL HARBOR BLVD	COUNTLESS LN	61	5
161		PULLEN	AVE		354725	BONITA SPRINGS TOWNSITES	2814	DEAN ST	N TO END	80	6
162		QUAILS NEST	LN		064826	?	1819	BONITA BEACH RD	S TO END	136	4
163		QUEEN MARY	LN		274725	IMPERIAL HARBOR U 7	1990	KINGS RD	COLONY RD	61	5
164		QUEENS KEW	XX		314725	KINLEYLAND	200	KINGS KEW	END	135	3
165		QUINN	ST		364725	IMPERIAL GATES	1314	DEAN ST	BONITA BEACH RD	80	6
166		RAGSDALE	ST		354725	BONITA SPRINGS TOWNSITE	2629	MATHESON AV	OLD US 41	80	6
167		RAGSDALE	ST		354725	BONITA SPRINGS TOWNSITE	282	OLD US 41	FRONT ST	13	5
168		REAHARD	CT		324725	SUTTONS SUB	290	LITTLE HICKORY RD	MARINER RD	135	3
169		REDBUD	LN		014825	OAK CREEK MANOR	1195	IMPERIAL ST	E TO END	130	4
170		REDFISH	ST		174725	ESTERO BAY SHORES U 1	1014	SPRING CREEK RD	S TO END	148	1
171		REED	CT		264725	SANDY HOLLOW	137	WINDLEY KEY TERR	END	134	2
172		REYNOLDS	ST		354725	BONITA SPRINGS TOWNSITES	715	OLD US 41	SHRIVER AV	80	6
173		RICHVIEW	CT		344725	RICHVIEW	1033	W TERRY ST	END	61	5
174	N	RIVERSIDE	DR		264725	ROSEMARY PARK 1	1324	W TERRY ST	PAULING LN	61	5
175	S	RIVERSIDE	DR		354725	RIVERSIDE	1489	W TERRY ST	S TO END	61	5
176		ROBIN	WAY		254725	FOREST MERE	1203	FOREST MERE DR	RED HIBISCUS DR	134	2
177		ROGERS	LN		264725	WOODS ESTATES	763	WOODS CIR	WOODS CIR	134	2
178		ROSEMARY	DR		264725	ROSEMARY PARK U 2	3080	OLD US 41	VAGABOND WY	134	2
179		ROYAL	CT		274725	IMPERIAL HARBOR U 4	435	DUCHESS LN	END	61	5
180		RUE DE PAIX			314726	LAKES OF SAN SOUCI	2454	E TERRY ST	S TO END	149	6
181		SAFARI	DR		254725	LEITNER CREEK MANOR U 2	651	STARDUST DR	NOMAD DR	134	2
182		SAILFISH	ST		174725	ESTERO BAY SHORES U 1	320	SPRING CREEK RD	END	148	1
183		SANDY HOLLOW	LN		264725	SANDY HOLLOW	2193	OLD US 41	END	134	2
184		SEAGRAPE	LN		254724	ADDN TO BLK I BONITA BEACH	152	BAY AV	END	135	3
185		SHADE TREE	CT		264725	SANDY HOLLOW	354	SANDY HOLLOW LN	END	134	2
186		SHRIVER	AVE		354725	BONITA SPRINGS	2854	DEAN ST	N TO END	80	6

	A	B	C	D	E	F	I	J	K	L	M
1	REF	NAME	TYPE	RSU	STRAP	SUBDIVISION	MTNL	X ST FROM	X ST TO	PRECINCT	DISTRICT
187		SOUTH VIEW	DR		344725	ARBEL	1313	CAROLINA ST	PENNSYLVANIA AV	13	5
188		SOUTHERN PINES	DR		254725	SOUTHERN PINES	4364	E TERRY ST	W TO END	134	2
189		SOUTHLAND	DR		354725	HEITMANS BONITA SPRINGS	360	OLD US 41	360 FT W OF OLD 41	13	5
190		SPRING CREEK	RD		174725	SPRING CREEK ESTATES	5042	CITY LIMITS	SAILFISH ST	148	1
191		SQUIRE	LN		274725	IMPERIAL HARBOR U 7	423	QUEEN MARY LN	KINGS RD	61	5
192		ST PATRICK	LN		144725	FAIRWAY ESTATES	1700	PARADISE RD	WILD TURKEY AV	137	1
193		STARDUST	DR		254725	LEITNER CREEK MANOR U 2	1693	NOMAD DR	WAGON TRL	134	2
194		STONEHAVEN	DR		354725	HEITMANS BONITA SPRINGS	597	PENNSYLVANIA AV	END	13	5
195		SUDBURY	LN		044825	SUDBURY ESTATES	1309	MEADOWLARK LN	WINDSOR RD	136	3
196		SUFFRIDGE	DR		344725	PARK PLACE U 2	1314	CAROLINA ST	PENNSYLVANIA AV	13	5
197		SUN VILLAGE	LN		304726	SUN VILLAGE ESTS	140	MAIDEN LN	S FOR 140 FT	124	2
198		SUNCREST	LN		304726	?	1347	MORTON AV	CUTTING HORSE LN	134	2
199		SUNRAY	DR		014825	OAK CREEK MANOR	1303	IMPERIAL ST	E TO END	132	4
200		SUNSET	DR		044825	SUNSET ACRES	1282	BONITA BEACH RD	KATREENA DR	135	3
201		SWORDFISH	ST		174725	ESTERO BAY SHORES U 1	499	REDFISH ST	END	148	1
202		TAMARA	CT		334725	PENN ESTATES	503	ARROYAL RD	END	13	5
203		TANGELO	TER		364725	ORANGE CREEK	2580	W OF MATHESON AV	END	80	6
204		TANGERINE	DR		364725	HIGHLAND ESTATES	1190	LIME ST	IMPERIAL ST	80	6
205		TANGO	DR		254725	LEITNER CREEK MANOR U 2	649	STARDUST DR	NOMAD DR	134	2
206		TARPON	AVE		324725	?	3734	LUKE ST	W TO END	135	3
207		TARPON	WAY		324725	TARPON BEND	607	TARPON AV	N TO END	135	3
208		TENNESSEE	ST		354725	BONITA SPRINGS TOWNSITES	3097	PUOPOLO LN	OLD US 41	13	5
209	E	TERRY	ST		264725	?	11023	OLD US 41	E TO END	134	2
210	W	TERRY	ST		274725	WESTRIDGE	9281	US 41	OLD US 41	61	5
211		TIERRA DEL SOL	LN		344725	ARROYAL HEIGHTS	1310	PENNSYLVANIA AV	CAROLINA ST	13	5
212		TOKEN	CT		254725	LEITNER CREEK MANOR U 2	1632	WAGON TRL	TORCH FIRE TRL	134	2
213		TOMLINSON	ST		044825	MEADOWLARK ESTATES	1309	MEADOWLARK LN	WINDSOR RD	135	3
214		TONYA	CT		344725	PARK PLACE	529	WISCONSIN ST	END	13	5
215		TORCHFIRE	TRL		254725	LEITNER CREEK MANOR	1733	VAGABOND WY	NOMAD DR	134	2
216		VAGABOND	WAY		254725	LEITNER CREEK MANOR	965	CALYPSO WY	WAGON TRL	134	2
217		VERMONT	ST		354725	BONITA SPRINGS TOWNSITE	988	BONITA BEACH RD	GEORGIA ST	13	5
218		WAGON	TRL		254725	LEITNER CREEK MANOR	2065	NOMAD DR	VAGABOND WY	134	2
219		WASHINGTON	ST		354725	BONITA SPRINGS TOWNSITE	1922	TENNESEE ST	S TO END	13	5
220		WILD TURKEY	AVE		144725	BONITA SPRINGS CC U 1	915	PARADISE RD	E TO EOP	137	1
221		WILSON	ST		354725	BONITA SPRINGS TOWNSITE	1407	OLD US 41	HORNE AV	80	6
222		WINDLEY KEY	TER		264725	SANDY HOLLOW	814	SANDY HOLLOW LN	SHANGRI-LA RD	134	2
223		WINDSOR	RD		044825	MEADOWLARK ESTATES	4245	N OF BONITA BCH RD	S OF BONITA BCH RD	136	3
224		WISCONSIN	ST		344725	HEITMANS BONITA SPRINGS	3323	BONITA BEACH RD	N TO END	13	5

	A	B	C	D	E	F	I	J	K	L	M
1	RPR	NAME	TYPE	RSUF	STRAP	SUBDIVISION	MTAL	EXIST FROM	EXIST TO	PRECING	DISTRICT
225		WOOD IBIS	AVE		234725	BONITA SPRINGS CC U 1	1442	PARADISE RD	TO END OF MNT SIGN	137	1
226		WOODS	CIR		264725	WOODS ESTATES	1762	BONITA DR	BONITA DR	134	2
227											
228						TOTAL FOOTAGE	431480				
229						TOTAL C/L MILEAGE	81.72				

EXHIBIT C

MONTHLY ROAD OPERATION AND MAINTENANCE CERTIFICATION

REPORTING PERIOD: _____

The undersigned representative of Lee County certifies that to the best of his/her knowledge, information and belief the operational and maintenance road work performed during the above referenced month was in conformance with the 'Interlocal Agreement Between Lee County and City of Bonita Springs Regarding Ownership, Jurisdiction, Operation and Maintenance of Certain Local Roads' and that by completion of the following Checklist certifies as to the areas and quantities of work performed:

CHECKLIST

<u>ACTIVITY</u>	<u>QUANTITY</u>
Traffic Signal Inspections-----Per Man-Hour	_____
Traffic Signal Repairs-----Per Job-Location	_____
Traffic Signing Inspections-----Per Man-Hour	_____
Traffic Sign Installations-----Per Job-Location	_____
Street Lighting Repairs-----Per Job-Location	_____
Traffic Studies-----Per Study	_____
Pavement Markings-----Per Foot	_____
Roadway Inspections-----Per Man-Hour	_____
Pavement Repairs-----Per Ton	_____
Shoulder Repairs-----Per Foot	_____
Swale Repairs-----Per Foot	_____
Culvert Repairs-----Per Foot	_____
Road Mowing-----Per Acre	_____
Pathway Repairs-----Per Sq.Ft.	_____
Bridge Inspections-----Per Man-Hour	_____
Bridge/Approach Repairs-----Per Job-Location	_____
Canal-Drainage Inspections-----Per Man-Hour	_____
Canal-Drainage Maintenance-----Per Acre	_____
Landscape Activities-----Per Job-Location	_____
Right-of-Way Permitting-----Per Permit	_____
Utility Coordination-----Per Project	_____
Misc. Projects-----Per Project	_____

Certification:

By: _____ Title: _____ Date: _____

ITEM TITLE: Approve a Resolution rescinding the appointment of a member of the Technology Advisory Board.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On December 18, 2024, City Council approved Resolution 24-111, reappointing members to various City advisory boards and committees. Under Section 5 of this Resolution, members of the Technology Advisory Board, including Timothy “Tim” Deaton, were re-appointed for a one-year term set to expire December 31, 2025.

Pursuant to Rule 2.01(b) of the City of Bonita Springs Advisory Board Administrative Code (AC-1-6), the City Council holds the authority to rescind an appointment to an advisory board by majority vote.

Furthermore, pursuant to Section 3(c), of City of Bonita Springs Resolution 12-31 which established the Technology Advisory Board, the City Council retains the authority to remove any board member, with or without cause, through a majority vote.

RECOMMENDATION: Approve a Resolution rescinding the appointment of Timothy “Tim” Deaton as a member of the Technology Advisory Board.

ATTACHMENTS:

1. Draft Resolution to rescind appointment.
2. Advisory Board Administrative Code (AC-1-6).
3. Resolution 12-31 Establishing the Technology Advisory Board.

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, RESCINDING THE
APPOINTMENT OF TIMOTHY "TIM" DEATON AS A MEMBER OF THE
TECHNOLOGY ADVISORY BOARD

WHEREAS, the City of Bonita Springs City Council holds the authority to create advisory boards and committees for effective administration of City affairs, to appoint members to serve on those boards and committees, and to rescind membership appointments; and

WHEREAS, the City Council created the Technology Advisory Board through Resolution 12-31, comprising of seven members appointed by the City Council; and

WHEREAS, on December 18, 2024, City Council approved Resolution 24-111, reappointing members of the Technology Advisory Board, including Timothy "Tim" Deaton, for a one-year term set to expire December 31, 2025; and

WHEREAS, the City Council holds the authority to rescind appointments to advisory boards at the will of the majority under Rule 2.01(b) of the City of Bonita Springs Advisory Board Administrative Code (AC-1-6) and specifically to remove members of the Technology Advisory Board under Section 3(c) of Resolution 12-31.

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

Section One: The appointment of Timothy "Tim" Deaton as a member of the Technology Advisory Board is hereby rescinded.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida, this 16th day of April, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz:	Corrie:
Purdon:	Fullick:
Carr:	Fitzpatrick:
Gibson:	

Date filed with City Clerk: _____

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 22-67**

**A RESOLUTION OF THE CITY OF BONITA SPRINGS,
FLORIDA; AMENDING AND RESTATING RESOLUTION 06-
76, AS AMENDED BY RESOLUTIONS 13-012, 13-052 and
14-049, THE ADMINISTRATIVE CODE FOR ADVISORY
BOARDS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Bonita Springs City Council, as the duly elected governing body for the City of Bonita Springs, has the authority to adopt administrative codes for the operation of City business; and

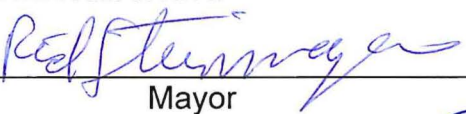
WHEREAS, advisory board members benefit from rules and procedures to effectively and efficiently serve the Bonita Springs City Council, hence a review of all the rules was undertaken to provide uniformity in how advisory boards operate.

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

1. City Council declares that the procedures set forth, attached hereto, and incorporated by reference herein by Exhibit "A", is applicable for all members to the City's various boards, committees, and agencies.
2. The 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 2nd day of November, 2022

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Vote:

Carr	Aye	Purdon	Aye
Corrie	Aye	Quaremba	Aye
Forbes	Aye	Steinmeyer	Aye
Gibson	Aye		

Date filed with City Clerk: 11/2/2022

ADVISORY BOARD
ADMINISTRATIVE CODE

CODE NUMBER: AC-1-6

TITLE: ADVISORY BOARD ADMINISTRATIVE
CODE

ADOPTED: May 17, 2006 (Res. 06-076), amended February 20,
2013 (Res. 13-012), September 18, 2013 (Res. 13-
052), and November 5, 2014 (Res. 14-049)

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE/SCOPE: Provide the supplementary procedures for the City's
various boards, committees, and agencies.

Rule 1.01: Purpose

To establish procedures for creation and function of Advisory Committees, Boards, Councils, or Commissions. Unless specified otherwise, any amendments to this Administrative Code should be considered remedial in nature, with the City retroactively applying the amendments to this Code.

Rule 2.01 Policy/Procedure:

- (a) The Mayor and the City of Bonita Springs shall have the power to designate and create Advisory Committees, Boards, Task Forces, Councils, or Commissions (collectively referred to as "Advisory Boards") by Ordinance, Resolution, Interlocal Agreement, or Florida Statute, as may be necessary for the administration of the affairs of the City and shall provide for their duties and powers in said Ordinance, Resolution, Interlocal Agreement, or Florida Statute.
- (b) The City Council is authorized to dissolve Standing Advisory Boards or rescind an appointment to an Advisory Boards by a vote of the majority of the City Council. In the event a member to any advisory boards is accused of misusing the advisory position, the Mayor may temporarily suspend that member pending a decision by City Council on whether to remove that member from their appointed position.
- (c) Each Advisory Board shall have an anniversary month that shall be the month in which the City Council created the Advisory Board and appointed its members unless specified otherwise. ~~Effective November 1, 2014, the~~ The advisory board terms will run from January 1st to December 31st of each year. Advisory board members will continue service for the months from this anniversary date to December 31st so as to have all advisory board members on an appointment schedule consistent with ~~rule 5.04~~. For example, if an advisory board member's term is set to expire in September 2015, that member will continue to serve until December 31st, 2015, unless they are reappointed or the Mayor has not named a successor to the position (or the City Council has yet to confirm the Mayor's appointment).

- (d) Except for standing committees or where the establishing document calls for a different term, the term for each member of an Advisory Board is for three years.
- (e) Members of the Advisory Boards shall serve without compensation unless otherwise specified. A city staff member, designated by the City Manager, will be appointed as City Liaison to the Advisory Boards and will assist as appropriate. Applications to serve on a City Advisory Board can be obtained from:

Office of the City Clerk
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone (239) 949-6262
Or website www.cityofbonitasprings.org.

- (f) The City Clerk shall be responsible for maintaining an accurate and up-to-date roster of all Advisory Boards, their respective members, and shall advise the City Council prior to the expiration of any term of appointment, establishing an agenda item for appointment/reappointment.
- (g) Advisory Board members are subject to reference checks to determine fitness and character. Consistent with Florida Statutes §112.3143(6), City Council will consider the number and nature of memoranda of conflicts [**COE Form 8B**] previously filed an appointee or reappointee in consideration of the appointment. No member of any Advisory Board shall have any financial or personal interest in the outcome of any matter coming before such member in their official capacity, unless that interest is waived by City Council in accordance with Florida Statutes §112.313 (12) [**COE Form 4A**]. Such member shall disclose in the records of the Advisory Board, the existence of an interest therein and shall disqualify themselves from voting or action on such matters.
- (h) No advisory boards or sub-committees may be created by staff, citizens or advisory boards.

Rule 3.01 Establishing an Advisory Board:

- (A) When establishing a new Advisory Board, the originating resolution (or ordinance, when applicable) shall specify the following:

Category
Advisory Board Name
Number of Members
How Appointed
Length of Term
Any limitation in how many terms an individual may serve
If Form 1 Financial Disclosure required (if applicable)
Anniversary Month of December 31st (if different than the month appointed)
City Liaison Name or position

Sunset Date (if applicable)

Purpose

- (B) The City Council will periodically review the purpose, function, membership and continued need for the Advisory Board at regular intervals. The date for this "sunset" review will be established by the City Council.

Rule 4.01 Organization of Advisory Committees, Boards, or Commissions

All Advisory Boards shall be organized as follows:

- (A) ~~Meetings should be conducted informally unless the meeting is a quasi-judicial hearing.~~ Roberts Rules of Order shall govern the proceedings of all meetings.
- (B) The Mayor will appoint any vacancies upon advice and consent of the City Council to confirm the appointment.
- (C) The Mayor shall appoint the chair annually from the members of the Board in January of each year.
- (D) A Vice Chair shall be elected by the other members of the Advisory Committee, Board, or Commission.
- (E) Advisory Boards shall meet quarterly, with additional meetings being called only when necessary to facilitate City business or to allow the Advisory Board to consider a time-sensitive matter. Meetings shall be called by the Chair, by the City Council, and/or the City Staff Liaison.
- (F) The Secretary (member or staff, whichever is applicable) shall take minutes of the proceedings each meeting. Draft Minutes should be forwarded to the City Staff Liaison and City Clerk two (2) weeks prior to the next meeting, unless the advisory board meets more frequently than monthly, in which case, draft minutes will be added to the agenda when there is sufficient time to prepare and review, but no greater than thirty (30) days from the meeting for the subject minutes. Approved minutes should be signed by the Secretary and Chairperson and forwarded to the liaison and the City Clerk ten (10) days following approval. These records shall become official records of the Advisory Board and a copy shall be distributed to the following:

Committee Chairperson
Staff Liaison
City Clerk

- (G) All meetings of the Advisory Board are open to the public and subject to the Florida Sunshine Law as set forth in Florida Statutes §286.011. All public meetings must be held where there is reasonable public access and sufficient notice of each meeting must be provided by:
 - 1) Advertisement in a paper of general circulation, if required by the enabling ordinance or resolution creating the advisory board, or

- 2) Posting notice in City Hall, 9101 Bonita Beach Road, Bonita Springs, FL 34135, or
- 3) Posting on Bonita T.V. Channel 98 and the City's website.

(H) Public Comment:

- 1) Except when limited pursuant to Florida Statutes §286.0114(3), members of the public have the reasonable opportunity to be heard. For advisory boards, public comment shall occur at the beginning of a meeting prior to any vote being taken unless the written agenda specifies public comment being taken during discussion of the item.
- 2) The public is limited to four (4) minutes or less.
- 3) ~~With exception during a quasi-judicial hearing (LPA, Zoning Board, Historic Preservation, etc.) no form is prescribed. Speakers wishing to address a board during a quasi-judicial hearing will fill out a speaker form for the Recording Secretary to have the information for taking minutes of the meeting. The form may be used to indicate in the record an individual's support, opposition, or neutrality on a proposition, at the speaker's option.~~

Rule 5.01 — Existing Appointees:

~~Effective November 1, 2014, re-appointment of existing appointees for all advisory board members will be as follows:~~

- A. ~~All terms will run from January 1st to December 31st beginning January 2015. For advisory boards where the terms originally ran differently that commencing January 1st, the advisory board members will stay in office until January 1st or upon appointment of a new advisory board member assuming the seat, whichever occurs later, to maintain a quorum. For example, if an advisory board member's term is set to expire in September 2015, that member will continue to serve until December 31, 2015, unless they are reappointed or the Mayor has not named a successor to the position.~~
- B. ~~In November, the City Clerk will inquire whether or not the existing appointee wishes to be reappointed, and notice of availability addressed, per Rule 4.01(G).~~
- C. ~~Staff liaisons each November will inquire to the respective advisory board members whose terms are set to expire on December 31st for that year whether they desire to continue service on that advisory board. Staff liaisons will inform the City Clerk no later than November 15th of each year as to the desires of the advisory board members, and then the City Clerk will contact the applicable Council member as to re-appointment. The City Clerk will then schedule the re-appointments for a meeting in December, with any new members to be considered for appointment in January by City Council.~~

- ~~D. For LPA and Zoning Board only, the Council member (or if no longer in office, the Council member holding the seat) who appointed the member will be asked if the existing appointee should be reappointed. City Council will then consider whether to make the re-appointment or if a new appointee should be selected from the applicable applications.~~
- ~~E. If a Council member or City Council decides not to re-appoint an existing appointee, they will advise the staff liaison who will notify the existing appointee that their term will end on December 31st or upon appointment of a new advisory board member assuming the seat, whichever occurs later.~~

~~Rule 6.01 — Vacant Positions or New Positions:~~

~~—— Forty five (45) days prior to the expiration of the Advisory Board member terms, the City Clerk shall utilize the available means: newspapers, newsletters, and public television, to obtain volunteers for any open positions.~~

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 12 - 31

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; AMENDING AND RESTATING THE CITY OF BONITA SPRINGS INFORMATION TECHNOLOGY COMMITTEE AS THE TECHNOLOGY ADVISORY BOARD; PROVIDING FOR OBJECTIVES; PROVIDING FOR APPOINTMENT AND COMPOSITION; PROVIDING FOR TERMS OF MEMBERS; PROVIDING FOR RULES OF PROCEDURES; PROVIDING FOR DUTIES OF THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, City Council recognizes that it is necessary in determining how to proceed with the emerging changes of technologies, that a committee of its citizens should be created to provide guidance to the City of Bonita Springs and its' residents businesses and visitors; and

WHEREAS, City Council desires to have the standing committee of its residents and the business community now serving as members of the Information Technology Committee be named as members of a Technology Advisory Board; and

WHEREAS, City Council has determined that a Technology Advisory Board can assist Bonita Springs government by evaluating various fields of interest, including Environmental Technology, Transportation Technology, Communications Technology along with the originally identified area of Information Technology. The Technology Advisory Board will assist the City by recommending and evaluating technologies that the City Council deems to be of potential benefit to the City, it's residents, businesses and visitors, and in formulating recommendations from time to time to improve the City of Bonita Springs operations both internally for its workforce and externally to its residents.

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

1. The City of Bonita Springs thereby amends and restates Resolution 10-035 creating the City of Bonita Springs Information Technology Committee, in order to create the City of Bonita Springs Technology Advisory Board.
2. Objectives. The Technology Advisory Board will be a standing committee of the City Council, supporting advisory needs of the City Manager and its departments as required. The scope of the Committee includes all technologies infrastructure-related programs, projects, activities, and facilities. The primary objectives of the Technology Advisory Board include interacting on behalf of the City with various other agencies and groups in order to make recommendations as to the most effective uses of all available technologies for the benefit of internal government operations as well as for the benefit of the community at large:

3. Appointment and Composition.

- (a) The newly formed Technology Advisory Board will consist of seven (7) members appointed by the City Council, including the five current members of the Information Technology Committee. All appointments shall be for one (1) year. All members shall have expertise or an interest in various technologies and the majority shall be residents of or own property in the City, own a business within the City, or be an officer, director or manager of a business located within the City.
- (b) The balance of the Board member appointments shall be made by resolution.
- (c) Board members shall be removed and replaced by City Council if they fail to attend three (3) consecutive meetings unexcused. City Council retains the authority to remove any member of the Board, with or without cause, by a majority vote of City Council.
- (d) The City Manager will be responsible for providing staff and assistance for the Board.
- (e) The Board shall determine how often it is necessary to meet, but will not meet more than once monthly on a regular basis. All meetings of the Board are public meetings, subject to Florida Public Records Law and Sunshine Law. Meetings by electronic message or other media are prohibited, given that it discourages public participation. The Board shall encourage public participation in an organized manner, subject to Bonita Springs Administrative Code policies and procedures.
- (f) A majority of voting members of the Board membership present at any meeting shall constitute a quorum for the transaction of business.
- (g) The Chair of the Board will be appointed by City Council, with the Board then electing a vice-chair from among its membership. The Board may create and fill such other offices as are determined to be necessary. Terms of all officers shall be one year. The recording secretary or other designated employee of the city will take minutes of the Board.

4. Rules of Procedure.

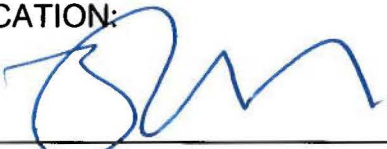
- (a) The Board shall comply with all applicable requirements of the Florida Sunshine law and the Public Records law.
- (b) The conduct of the meetings will be informal.
- (c) The Board members will serve without compensation, but may be reimbursed for necessary expenses pursuant to general law and prior approval by the City Manager or designee.

5. The City Manager, or his designee, shall serve as the staff liaison and give technical and policy advisories to the Board.

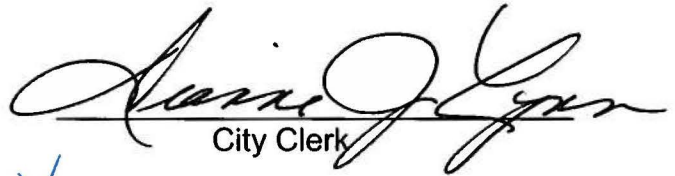
6. This Resolution shall become effective on July 1, 2012 after the adoption by the City Council at its regular meeting.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs,
Florida this 6TH day of June, 2012.

AUTHENTICATION:

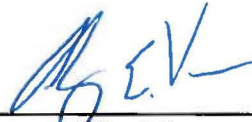


Mayor



City Clerk

APPROVED AS TO FORM: _____



City Attorney

Vote:

Lonkart	Aye	Simmons	Aye
Martin	Aye	Simons	Aye
McIntosh	Aye	Slachta	Aye
Nelson	Aye		

Date Filed With City Clerk: 6-8-12

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

REQUESTOR: Council Member Nigel P. Fullick

AGENDA SECTION: Mayor and Council Items

STRATEGIC PRIORITY: #6 Government Transparency and Efficiency

BACKGROUND:

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

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

The following two qualified residents submitted applications to the City Clerk to serve on the Veterans Advisory Committee: Ret. Col. Ana Malkowski and Ret. MRFN Willie Stoll.

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

RECOMMENDATION: Approve Resolution appointing Ana Malkowski and Willie Stoll to the Veterans Advisory Committee, each to a Veteran Member at-Large seat.

ATTACHMENTS:

1. Draft Resolution
2. Advisory Committee applications submitted by Ana Malkowski and Willie Stoll

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPOINTING
TWO MEMBERS TO THE VETERANS ADVISORY COMMITTEE

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

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

WHEREAS, two qualified residents, Retired Colonel Ana Malkowski and Retired MRFN Willie Stoll, have submitted applications to serve on the Veterans Advisory Committee; and

WHEREAS, Council Member Nigel P. Fullick, City Council's liaison to the Veterans Advisory Committee, has recommended the appointment of both applicants, Retired Colonel Ana Malkowski and Retired MRFN Willie Stoll.

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

Section One: Ana Malkowski and Willie Stoll are hereby appointed to the Veterans Advisory Committee, each to a Veteran Member at-Large seat, for terms from the date of appointment to dissolution.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16th day of April, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz	_____	Carr	_____
Purdon	_____	Fullick	_____
Fitzpatrick	_____	Corrie	_____
Gibson	_____		

Date filed with City Clerk: _____

**City of Bonita Springs
Advisory Committee Application**

(PLEASE TYPE OR PRINT)

Received

FEB 19 2025

Office of the City Clerk
City of Bonita Springs, FL

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

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

City Council District # N/A

DATE: Feb 14, 2025

Please Complete All Sections		
NAME: <u>Malikowski</u> <u>Am</u> <u>V</u>		
Last	First	Middle Initial
RESIDENCE ADDRESS:		
<u>27229 Galleon Dr.</u>	<u>Bonita Springs</u>	<u>34135</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
Street	City	Zip Code
MAILING ADDRESS:		
Street	City	Zip Code
PHONE NO. CELL PHONE # <u>201-988-9065</u>		
Home		Business
E-MAIL ADDRESS: <u>MW. Malikowski @ Gmail. com</u>		
FAX:		

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

CITY OF BONITA SPRINGS VETERANS ADVISORY COMMITTEE

NAME OF ADVISORY COMMITTEES

OCCUPATION: Retired USAR Colonel (32 yrs)

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

USAR Colonel, numerous leadership roles during military service

Do you reside in Bonita Springs?

☒ Yes
☐ No

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

My qualifications to be eligible are as follows:

I have assumed many command and leadership roles during my military service of 32 years. I also had a successful Airbnb business in NYC area prior to Covid restrictions.

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

None

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

None

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

I understand that:

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


Signature

Feb 14, 2025
Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO:

OR

RETURN THIS COMPLETED FORM TO:

CLERK@CITYOFBONITASPRINGS.ORG

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

**City of Bonita Springs
Advisory Committee Application**

MAR 27 2025

Office of the City Clerk
City of Bonita Springs, FL

(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED.
Note: Applications will be kept on file and active for a period of one year from date received.

City Council District # 5
DATE: 02-22-2025

Please Complete All Sections		
✓ NAME: <u>STOLL</u>	WILLIE	K
Last	First	Middle Initial
✓ RESIDENCE ADDRESS:		
<u>27070 EITHER DR</u>	<u>BONITA SPRINGS</u>	<u>34135</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
Street	City	Zip Code
✓ MAILING ADDRESS:		
<u>SAME</u>		
Street	City	Zip Code
✓ PHONE NO. <u>239 495 0922</u>	✓ CELL PHONE # <u>239 850 2977</u>	
Home	Business	
✓ E-MAIL ADDRESS: <u>WYLRJ20@GMAIL.COM</u>		
FAX:		

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

CITY OF BONITA SPRINGS VETERANS ADVISORY COMMITTEE

NAME OF ADVISORY COMMITTEES

OCCUPATION: RETIRED 2024

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Do you reside in Bonita Springs?

☒ Yes
☐ No

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

My qualifications to be eligible are as follows:

US NAVY '62 - '66

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

N/A

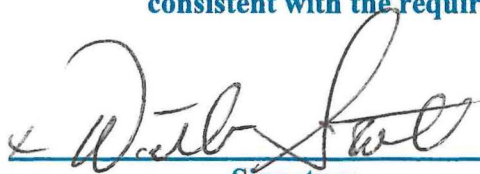
If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

N/A

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

I understand that:

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



Signature

x 22 FEB 2025

Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO:

OR

RETURN THIS COMPLETED FORM TO:

CLERK@CITYOFBONITASPRINGS.ORG

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



MRFN WILLIE STOLL

UNITED STATES NAVY

USN VETERAN

FINAL RANK

Fireman

SERVICE YEARS

1962 - 1966

LAST NEC

MR-0000-Machinery Repairman

PRIMARY UNIT

1964-1966, Naval Station (NAVSTA) Rota, Spain



**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet 25-04-093
April 16, 2025

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

REQUESTOR: Council Member Fullick

AGENDA SECTION: Mayor and Council Member Items

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

BACKGROUND:

Council Member Fullick has requested this item be placed on the April 16, 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: Discussion on Advisory Boards and Committees.

REQUESTOR: Mike Gibson, Mayor

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 6. Government Transparency and Efficiency

BACKGROUND:

During our Strategic Planning Workshop on March 5, 2025, we touched on the topic of City advisory boards and committees, observing that some have become inactive or may no longer serve a necessary purpose. I think that a more in-depth discussion is needed, and I would like to begin the discussion at our meeting on April 16.

RECOMMENDATION: Discuss Advisory Boards and Committees.

REVIEWERS:

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

ITEM TITLE: Discussion on potential sources of funds to meet the City's share of the purchase of the railroad right of way.

REQUESTOR: Council Member Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: #2 Improve Vehicular & Multimodal Transportation Networks; #7 Economic Development

BACKGROUND:

I would like to discuss potential sources of funds to meet the City's share of the purchase of the railroad right of way, that share being closely related to the mileage of the tracks in Bonita Springs. The discussion should result in an agreed-upon plan to fund up to 50% of the final purchase price allocable to Bonita Springs, in order to meet matching requirements of grants which will be applied for as a result of finalizing the Memorandum of Agreement signed by Bonita Springs, Estero, and Collier County. That 50% is currently approximately \$17,000,000, of which \$5,000,000 has already been included in the City's Capital Improvement Budget.

To facilitate this discussion, I have attached a summary of the history of the project to date as prepared by Trinity Scott, Director of Transportation for Collier County for purposes of the April 8th Collier County Commission meeting at which the Memorandum of Agreement was approved.

I have asked our Finance Director to review the debt capacity of the City and the ability of the City to obtain a Letter of Credit for \$12,000,000 from our banks to provide funding for up to 50% of the final purchase price allocable to Bonita Springs.

The intent of the credit facility is simply to show we have the capability to provide our share of the purchase price funding in applications to granting authorities, discussions with possible donors, and other funding sources. It will also allow us to demonstrate the financial ability to close the purchase of the right of way after final negotiation of the purchase price. Funds will not be drawn down under this credit facility until it is necessary to meet grant requirements and to close the purchase of the right of way.

RECOMMENDATION: Discuss potential sources of funds to meet the City's share of the purchase of the railroad right of way and consider approval of a plan to fund up to 50% of the final purchase price allocable to Bonita Springs.

ATTACHMENTS: Collier County Commission - Summary of project history

REVIEWERS:

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

Executive Summary

The Trust for Public Lands (TPL) to begin exploring the acquisition of the Seminole Gulf Rail Line (SGRL) from north of Wiggins Pass Road to Alico Road in coordination with the City of Bonita Springs & the Village of Estero. The intended use of the corridor is for a passive-recreation trail.

Approximately 0.75 miles +/- of the railroad corridor is immediately adjacent to Conservation Collier lands (Railhead Preserve), with nearly .4 of a mile bifurcating the Preserve. In addition, a short section will facilitate the necessary roadway crossing for the extension of Veterans Memorial Boulevard. A bicycle pathway was built from the rail crossing to Livingston to tie into a pathway next to the power line right of way. That pathway is undergoing a PD&E study now.

In early 2024, the TPL was able to place the corridor from north of Wiggins Pass Road to Alico Road under contract for \$82M with a closing timeframe no later than March 2026. The corridor is intended to be railbanked to preserve the opportunity for future rail use.

The TPL made a presentation to the Metropolitan Planning Organization (MPO) Board in April 2024, requesting the corridor be placed on the MPO priority list as well as support

for future funding requests, which was unanimously approved. The TPL is pursuing multiple state and federal funding opportunities, many of which will require a match of the potential grant award. Match requirements for most federal funds are 20% of the grant request and can be up to 50% for other funding opportunities such as legislative requests.

Project Phases

Phase 1

Village of Estero to Estero Parkway 3.75 miles \$22.9 Million

City of Bonita Springs 5.75 miles \$33.8 Million

Collier County 1.50 miles \$13.7 Million

Phase 1 Totals 12 miles \$70.4 Million

Phase 2 if it happens: Unincorporated Lee County 2.3 miles from Estero Parkway to Alico Road \$7.7 Million

It should be noted that the \$70.4 Million acquisition costs attributable to Phase 1 is anticipated to be the maximum amount. The amount could be lower based on subsequent requisite appraisals and environmental assessments and negotiated potential remediation costs.

In recent conversations with our State Legislature delegation, as well as in various grant funding opportunity

inquiries, it has been noted that a memorandum of agreement formalizing cooperation of the involved entities is desired. The agreement would assist the entities to align their goals, objective, and emphasize the collaboration of the multiple entities toward the common goal of corridor acquisition.

ITEM TITLE: Presentation from PFM Financial Advisors on the funding options for the Bonita-Estero Rail-Trail (BERT) project.

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

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: 2. Transportation; 8. Economic Development

BACKGROUND:

On March 19, 2025, City Council directed staff to provide a presentation on the funding options for the Bonita-Estero Rail-Trail (BERT) project of \$15,000,000. The City's 2024-2025 budget has allocated \$5,000,000 within the CIP to support the Sun-Trail (Rails to Trails) initiatives.

The City's Financial Advisor, Julie Santamaria with PFM Financial Advisors LLC will provide the requested presentation.

STAFF RECOMMENDATION: Receive presentation and provide direction to staff.

REVIEWERS:

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

ITEM TITLE: Presentation of the February 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 February 28, 2025. This report is for the five 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:

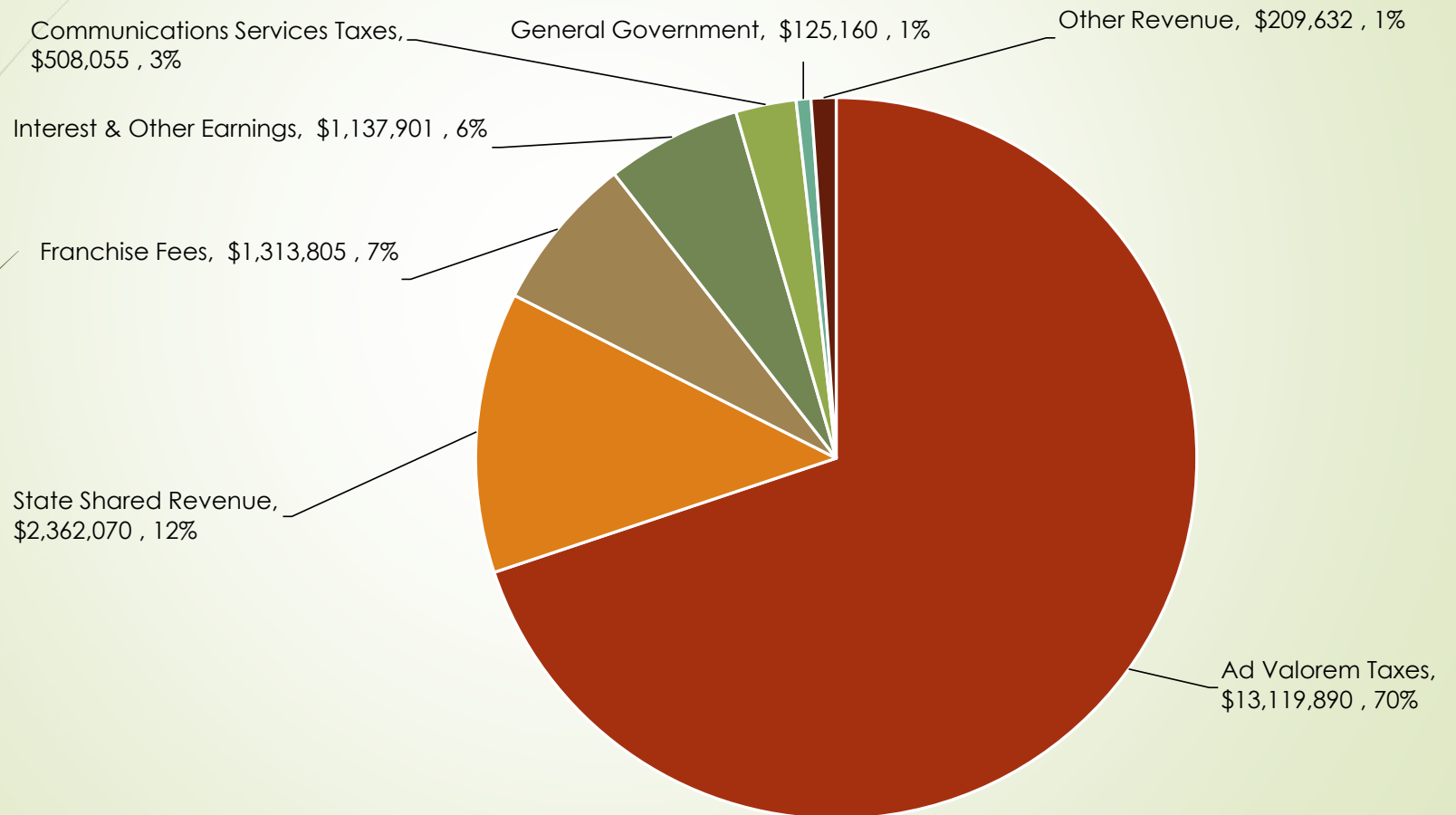
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

February Financial Report

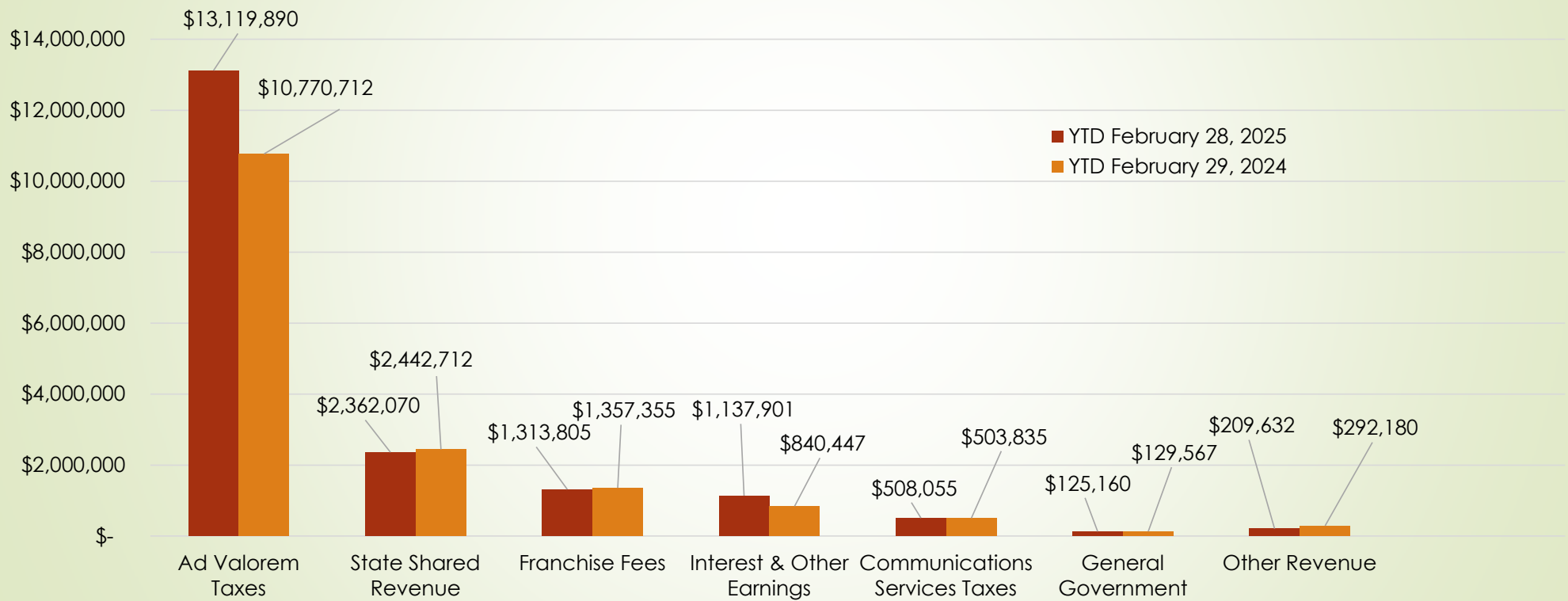


Small Town Charm.
Big Bright Future.

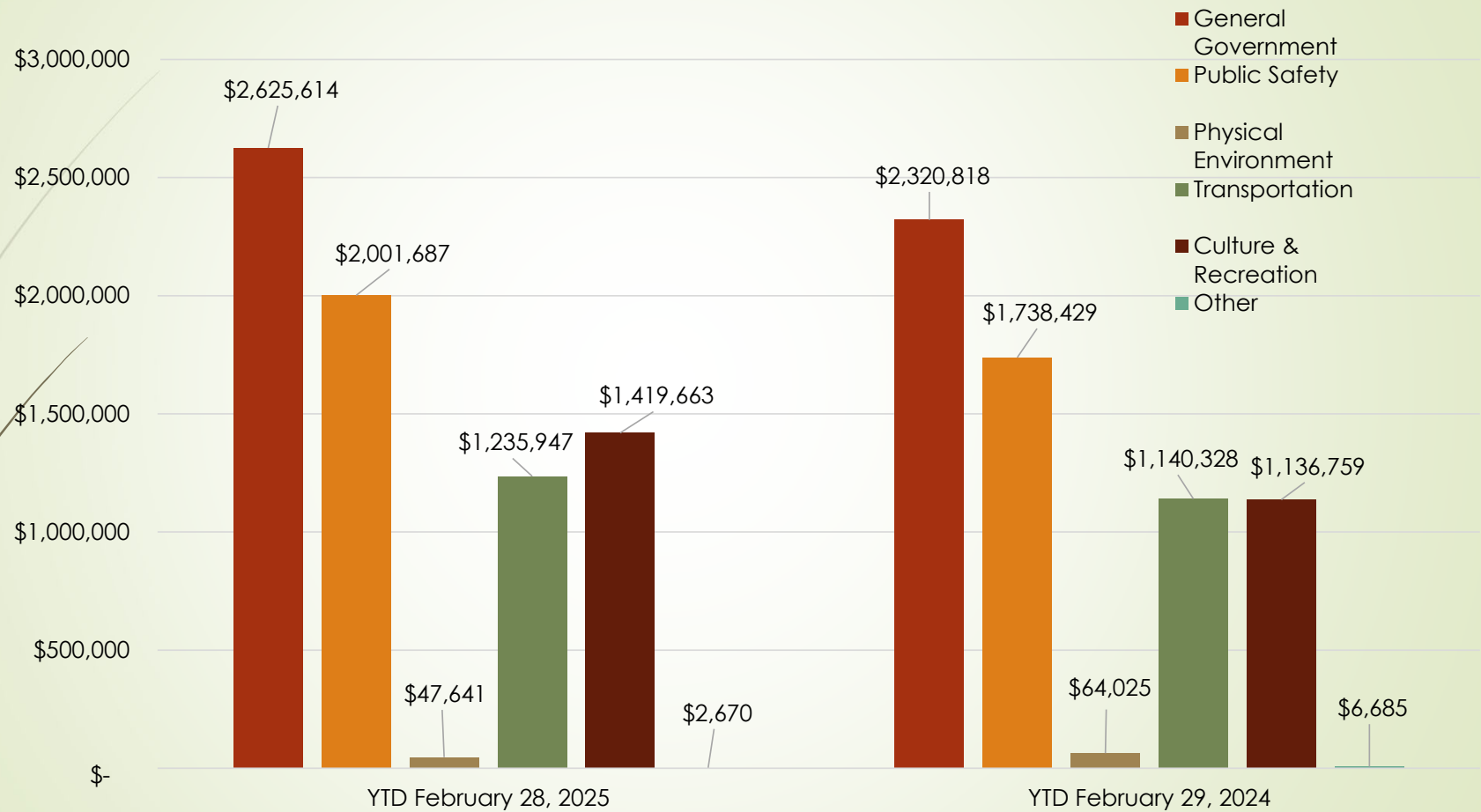
General Fund Revenue as of February 28, 2025



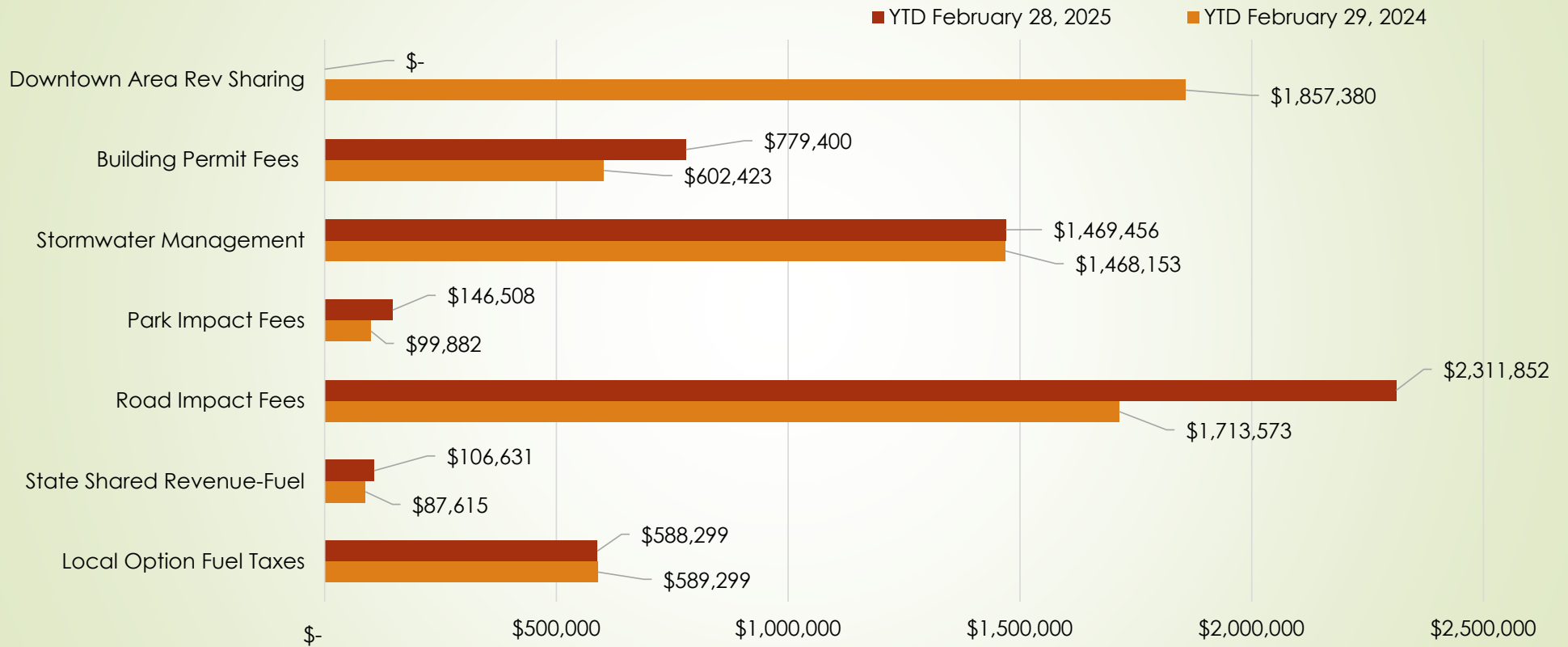
General Fund Revenue



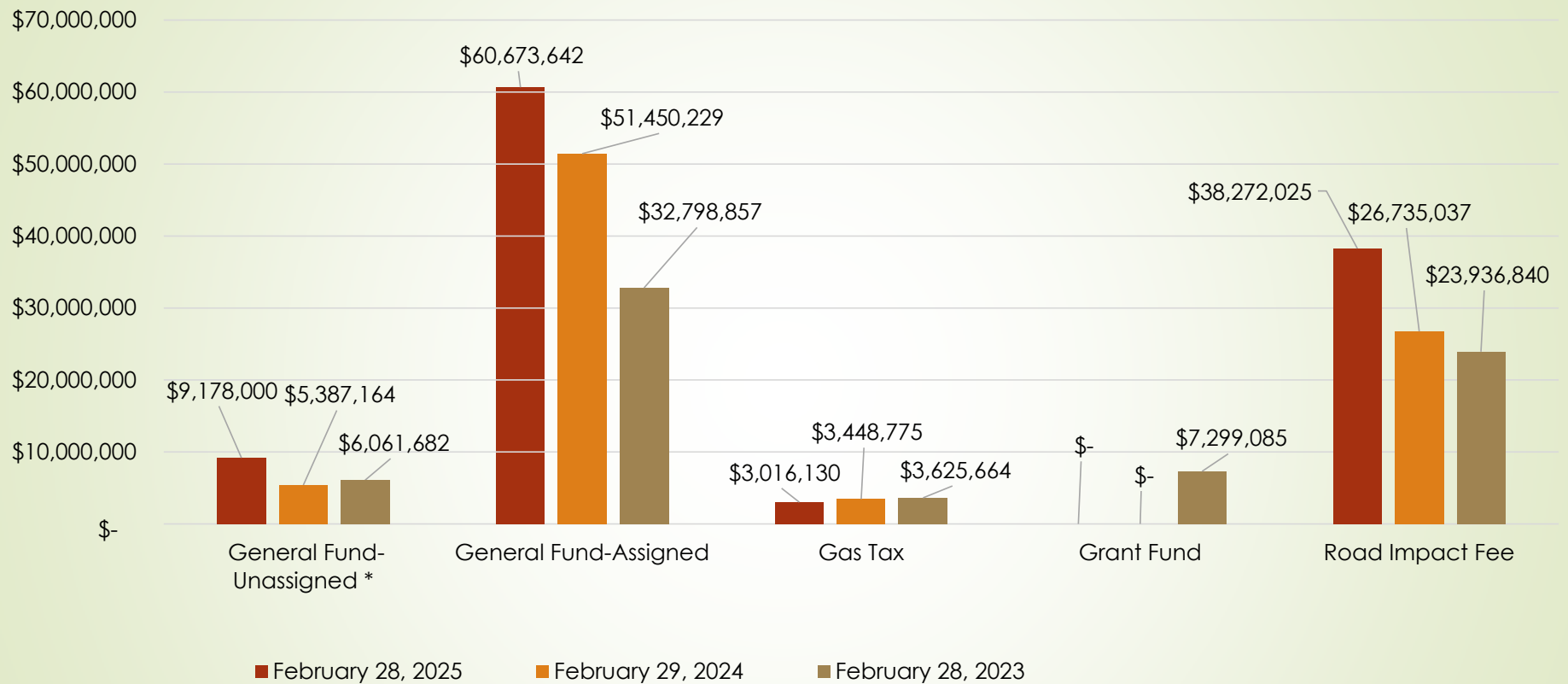
General Fund Expenditures



Restricted Revenue

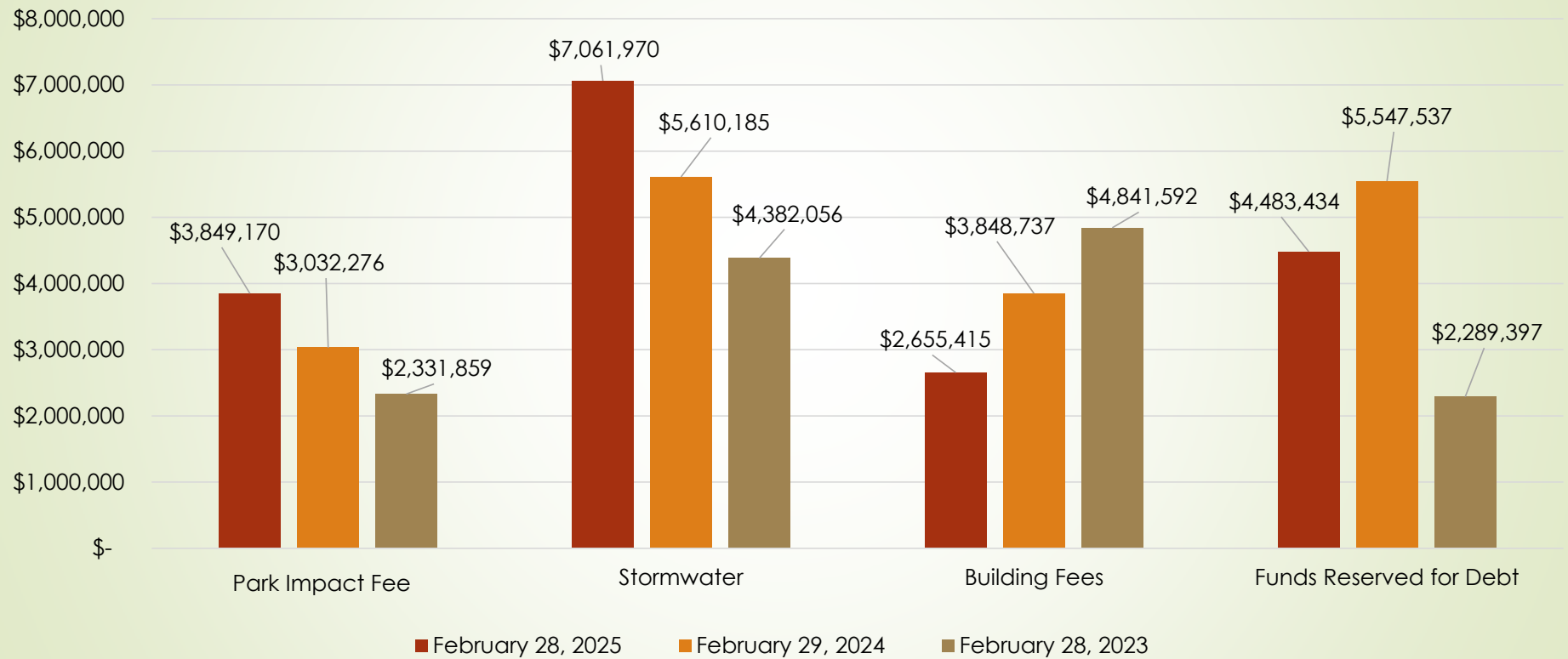


Cash Balances



* 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 February 28, 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	\$ 69,851,642	\$ 3,016,130	\$ -	\$ 38,272,025	\$ 3,849,170	\$ 7,061,970	\$ 2,655,415	\$ 2,459,981	\$ 2,000,000	\$ 23,453	\$ 129,189,786
Receivables (net)	401,657	-	-	-	-	-	-	-	-	-	401,657
Due from other govt	-	-	542,622	-	-	-	-	-	-	-	542,622
Due from other funds	1,398,875	-	-	-	-	-	-	-	-	-	1,398,875
Total assets	\$ 71,652,174	\$ 3,016,130	\$ 542,622	\$ 38,272,025	\$ 3,849,170	\$ 7,061,970	\$ 2,655,415	\$ 2,459,981	\$ 2,000,000	\$ 23,453	\$ 131,532,940
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 16,592	\$ 2,996	\$ 241,246	\$ -	\$ 9,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 269,937
Accrued liabilities	6,002,383	-	-	-	-	-	-	-	-	-	6,002,383
Due to other funds	-	-	1,398,875	-	-	-	-	-	-	-	1,398,875
Due to other governments	46,800	-	-	128,530	-	-	-	-	-	-	175,330
Unearned Revenue	5,121	-	122,083	-	-	-	-	-	-	-	127,204
Total liabilities	6,070,896	2,996	1,762,204	128,530	9,103	-	-	-	-	-	7,973,729
Total fund balances, beginning of the year	55,065,181	3,108,792	(1,842,948)	35,777,833	3,689,301	5,728,028	3,252,714	3,473,759	2,000,000	4,167	110,256,827
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	10,516,097	(95,658)	623,366	2,365,662	150,766	1,333,942	(597,299)	(1,013,778)	-	19,286	13,302,384
Fund balances	65,581,278	3,013,134	(1,219,582)	38,143,495	3,840,067	7,061,970	2,655,415	2,459,981	2,000,000	23,453	123,559,211
Total liabilities and fund balances	\$ 71,652,174	\$ 3,016,130	\$ 542,622	\$ 38,272,025	\$ 3,849,170	\$ 7,061,970	\$ 2,655,415	\$ 2,459,981	\$ 2,000,000	\$ 23,453	\$ 131,532,940



City of Bonita Springs, FL

General Fund Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	560,239.26	13,119,890.19	319,609.81
315 - Communications Services Taxes	1,340,000.00	1,340,000.00	126,423.03	508,055.43	831,944.57
316 - Local Business Taxes	30,000.00	30,000.00	2,077.87	6,834.76	23,165.24
323 - Franchise Fees	3,948,200.00	3,948,200.00	424,989.77	1,313,805.33	2,634,394.67
329 - Other Permits, Fees & Special Assessment	46,100.00	46,100.00	3,090.00	19,480.00	26,620.00
335 - State Shared Revenue	7,483,034.00	7,483,034.00	635,302.38	2,362,069.59	5,120,964.41
341 - General Government	280,000.00	280,000.00	34,359.00	125,159.93	154,840.07
343 - Physical Environment	112,200.00	112,200.00	11,100.00	40,900.00	71,300.00
347 - Culture/Recreation	95,300.00	95,300.00	7,597.42	39,687.69	55,612.31
349 - Other Charges for Services	80,700.00	80,700.00	4,884.44	20,248.40	60,451.60
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	5,751.15	21,773.02	626.98
354 - Fines Local Ordinance	120,000.00	120,000.00	150.00	6,513.87	113,486.13
361 - Interest & Other Earnings	1,500,000.00	1,500,000.00	119,953.72	1,137,901.35	362,098.65
362 - Rents & Royalties	65,000.00	65,000.00	20,779.03	48,929.03	16,070.97
366 - Contributions	0.00	0.00	80.00	640.00	-640.00
369 - Other Misc Revenues	8,000.00	8,000.00	0.00	4,624.84	3,375.16
Revenue Total:	28,570,434.00	28,570,434.00	1,956,777.07	18,776,513.43	9,793,920.57
Expense					
51 - General Government	8,089,841.00	8,205,470.00	463,899.00	2,625,613.71	5,579,856.29
52 - Public Safety	4,824,968.00	4,824,968.00	99,039.52	2,001,687.28	2,823,280.72
53 - Physical Environment	459,034.00	459,034.00	17,532.72	47,640.92	411,393.08
54 - Transportation	4,422,527.44	4,500,106.44	175,655.87	1,235,947.01	3,264,159.43
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	0.00	2,670.00	133,740.00
57 - Culture & Recreation	4,435,516.00	4,608,225.00	219,191.21	1,419,662.85	3,188,562.15
58 - Other Uses/Transfers Out	13,840,678.00	48,237,366.00	181,853.02	927,194.97	47,310,171.03
Expense Total:	36,237,074.44	70,999,679.44	1,157,171.34	8,260,416.74	62,739,262.70
Fund: 00 - General Fund Surplus (Deficit):	-7,666,640.44	-42,429,245.44	799,605.73	10,516,096.69	-52,945,342.13
Total Surplus (Deficit):	-7,666,640.44	-42,429,245.44	799,605.73	10,516,096.69	



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	36,992.84	173,615.02	254,484.98
102 - Boards & Committees	96,000.00	96,000.00	0.00	2,535.00	93,465.00
201 - City Manager	510,950.00	510,950.00	39,006.67	200,326.56	310,623.44
211 - Planning & Zoning	2,121,000.00	2,121,000.00	157,943.53	802,427.39	1,318,572.61
220 - Law Enforcement/Security	3,306,920.00	3,306,920.00	0.00	1,514,572.58	1,792,347.42
230 - Neighborhood Services	1,424,048.00	1,424,048.00	97,702.59	472,324.58	951,723.42
240 - Information Technologies	445,450.00	445,450.00	19,774.57	118,945.74	326,504.26
250 - Public Works	4,828,161.44	4,905,740.44	193,188.59	1,280,262.32	3,625,478.12
260 - Emergency Management	94,000.00	94,000.00	1,336.93	14,790.12	79,209.88
270 - Non-Departmental Expenditures	881,700.00	881,700.00	12,124.54	167,879.43	713,820.57
301 - City Attorney	633,000.00	633,000.00	2,295.00	123,554.41	509,445.59
401 - Administrative Services	937,110.00	943,561.00	49,892.08	249,828.58	693,732.42
402 - City Hall	330,930.00	330,930.00	22,986.61	109,384.47	221,545.53
410 - Human Resources	75,700.00	75,700.00	438.98	14,842.25	60,857.75
430 - Communications	1,637,351.00	1,637,351.00	73,540.62	636,603.77	1,000,747.23
501 - Finance	1,071,450.00	1,180,628.00	60,610.33	394,777.98	785,850.02
601 - Parks & Recreation Administration	949,494.00	969,494.00	56,554.59	301,547.32	667,946.68
602 - Recreation Center	558,592.00	573,088.00	32,116.80	186,491.45	386,596.55
603 - Community Park & Ball Fields	261,793.00	265,675.00	30,309.55	81,290.91	184,384.09
604 - Community Pool	649,819.00	703,030.00	37,135.56	223,648.77	479,381.23
605 - Riverside Park	295,440.00	327,429.00	4,261.68	81,260.57	246,168.43
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	418.20	3,141.76	15,029.24
610 - Dog Park	107,878.00	107,878.00	3,189.48	13,864.05	94,013.95
611 - Beach Parks	31,152.00	46,152.00	19.64	1,018.96	45,133.04
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	8,044.02	36,049.01	110,765.99
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	8,714.76	33,406.31	65,848.69
617 - Bonita Nature Place	63,953.00	63,953.00	1,407.58	11,123.36	52,829.64
618 - Windsor Road Preserve	7,995.00	7,995.00	32.76	128.99	7,866.01
620 - Marni Fields	123,941.00	123,941.00	13,759.28	35,661.40	88,279.60
621 - BS River Park	52,978.00	57,259.00	601.33	18,876.96	38,382.04
622 - Cullum's Bonita Trail	20,300.00	20,300.00	0.00	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	0.00	3,218.60	35,684.40
626 - Oak Creek Preserve	6,000.00	6,000.00	500.00	1,000.00	5,000.00
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	10,144.21	21,378.41	125,129.59
883 - Veterans	500.00	500.00	275.00	275.00	225.00
Fund: 00 - General Fund Total:	22,396,396.44	22,762,313.44	975,318.32	7,333,221.77	15,429,091.67
Total Surplus (Deficit):	-22,396,396.44	-22,762,313.44	-975,318.32	-7,333,221.77	



City of Bonita Springs, FL

Special Revenue Funds Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	160,505.13	588,299.14	1,183,900.86
335 - State Shared Revenue	291,200.00	291,200.00	20,989.21	106,631.07	184,568.93
361 - Interest & Other Earnings	82,000.00	82,000.00	0.00	30,142.00	51,858.00
Revenue Total:	2,145,400.00	2,145,400.00	181,494.34	725,072.21	1,420,327.79
Expense					
54 - Transportation	1,304,138.08	1,304,138.08	19,283.90	581,034.10	723,103.98
58 - Other Uses/Transfers Out	428,990.00	2,875,305.00	22,523.35	239,696.38	2,635,608.62
Expense Total:	1,733,128.08	4,179,443.08	41,807.25	820,730.48	3,358,712.60
Fund: 10 - Gas Tax Fund Surplus (Deficit):	412,271.92	-2,034,043.08	139,687.09	-95,658.27	-1,938,384.81
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	0.00	27,565,831.00	96,562.12	2,029,678.08	25,536,152.92
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	96,562.12	2,055,006.33	43,537,035.17
Expense					
52 - Public Safety	80,000.00	80,000.00	89,262.45	625,041.51	-545,041.51
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	258,677.35	806,598.40	44,695,804.10
Expense Total:	1,391,750.00	45,592,041.50	347,939.80	1,431,639.91	44,160,401.59
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-251,377.68	623,366.42	-623,366.42
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,650,000.00	2,650,000.00	639,435.85	2,311,851.53	338,148.47
361 - Interest & Other Earnings	1,000,000.00	1,000,000.00	0.00	383,838.00	616,162.00
Revenue Total:	3,650,000.00	3,650,000.00	639,435.85	2,695,689.53	954,310.47
Expense					
58 - Other Uses/Transfers Out	3,299,667.00	28,202,108.00	352,355.56	330,027.90	27,872,080.10
Expense Total:	3,299,667.00	28,202,108.00	352,355.56	330,027.90	27,872,080.10
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	350,333.00	-24,552,108.00	287,080.29	2,365,661.63	-26,917,769.63
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	210,000.00	210,000.00	38,742.00	146,508.00	63,492.00
361 - Interest & Other Earnings	100,000.00	100,000.00	0.00	33,867.00	66,133.00
Revenue Total:	310,000.00	310,000.00	38,742.00	180,375.00	129,625.00
Expense					
58 - Other Uses/Transfers Out	0.00	3,508,916.00	24,449.75	29,608.50	3,479,307.50
Expense Total:	0.00	3,508,916.00	24,449.75	29,608.50	3,479,307.50
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	310,000.00	-3,198,916.00	14,292.25	150,766.50	-3,349,682.50
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,590,000.00	1,590,000.00	63,876.86	1,469,455.78	120,544.22
361 - Interest & Other Earnings	50,000.00	50,000.00	0.00	52,272.00	-2,272.00
Revenue Total:	1,640,000.00	1,640,000.00	63,876.86	1,521,727.78	118,272.22
Expense					
53 - Physical Environment	746,047.96	746,047.96	0.00	187,786.09	558,261.87

Special Revenue Funds Budget Report

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	0.00	187,786.09	4,758,261.87
Fund: 18 - Stormwater Management Surplus (Deficit):	193,952.04	-3,306,047.96	63,876.86	1,333,941.69	-4,639,989.65
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,000,000.00	2,000,000.00	195,171.59	779,400.01	1,220,599.99
361 - Interest & Other Earnings	10,000.00	10,000.00	0.00	34,180.00	-24,180.00
Revenue Total:	2,010,000.00	2,010,000.00	195,171.59	813,580.01	1,196,419.99
Expense					
52 - Public Safety	2,979,500.00	2,979,500.00	282,296.66	1,362,076.32	1,617,423.68
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	282,296.66	1,410,878.66	2,211,416.34
Fund: 19 - Building Fees Fund Surplus (Deficit):	-969,500.00	-1,612,295.00	-87,125.07	-597,298.65	-1,014,996.35
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	845,800.00	845,800.00	0.00	0.00	845,800.00
Revenue Total:	845,800.00	845,800.00	0.00	0.00	845,800.00
Expense					
58 - Other Uses/Transfers Out	1,073,644.00	1,073,644.00	0.00	1,013,778.00	59,866.00
Expense Total:	1,073,644.00	1,073,644.00	0.00	1,013,778.00	59,866.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	-227,844.00	-227,844.00	0.00	-1,013,778.00	785,934.00
Total Surplus (Deficit):	69,212.96	-34,931,254.04	166,433.74	2,767,001.32	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	0.00	1,013,778.00	59,866.00
Revenue Total:	1,073,644.00	1,073,644.00	0.00	1,013,778.00	59,866.00
Expense					
51 - General Government	1,073,644.00	1,073,644.00	0.00	1,013,778.00	59,866.00
Expense Total:	1,073,644.00	1,073,644.00	0.00	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	0.00	54,531.00	404,531.00
Revenue Total:	459,062.00	459,062.00	0.00	54,531.00	404,531.00
Expense					
51 - General Government	459,062.00	459,062.00	0.00	54,531.00	404,531.00
Expense Total:	459,062.00	459,062.00	0.00	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: 02/28/2025

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	19,286.35	2,848,338.65
381 - Transfers In	18,997,023.00	129,316,614.50	839,859.03	2,327,397.49	126,989,217.01
Revenue Total:	20,364,648.00	132,184,239.50	844,025.70	2,346,683.84	129,837,555.66
Expense					
51 - General Government	3,790,000.00	10,076,937.00	35,091.99	177,205.48	9,899,731.52
52 - Public Safety	400,000.00	400,000.00	0.00	0.00	400,000.00
53 - Physical Environment	5,007,000.00	50,997,819.50	106,119.76	656,700.74	50,341,118.76
54 - Transportation	5,778,657.00	55,397,017.00	661,049.53	1,447,002.77	53,950,014.23
57 - Culture & Recreation	5,388,991.00	15,312,466.00	37,597.75	46,488.50	15,265,977.50
Expense Total:	20,364,648.00	132,184,239.50	839,859.03	2,327,397.49	129,856,842.01
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	4,166.67	19,286.35	-19,286.35
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	85,000.00	3,353,216.00	0.00	0.00	3,353,216.00
Revenue Total:	85,000.00	3,353,216.00	0.00	0.00	3,353,216.00
Expense					
55 - Economic Environment	0.00	78,381.00	0.00	0.00	78,381.00
57 - Culture & Recreation	85,000.00	3,274,835.00	0.00	0.00	3,274,835.00
Expense Total:	85,000.00	3,353,216.00	0.00	0.00	3,353,216.00
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	19,286.35	

ITEM TITLE: Presentation of Community Development Business Activity Reports.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 5) Strengthen City Finances; 7) Government Transparency and Efficiency

BACKGROUND:

John Dulmer, Director, Community Development Department, will provide a Quarterly Business Report January-March 2025, and the monthly Business Report for March, 2025.

STAFF RECOMMENDATION: Receive reports.

ATTACHMENTS:

1. Monthly Business Report for March 2025.
2. Quarterly Business Report, January-March 2025

REVIEWERS:

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

Community Development

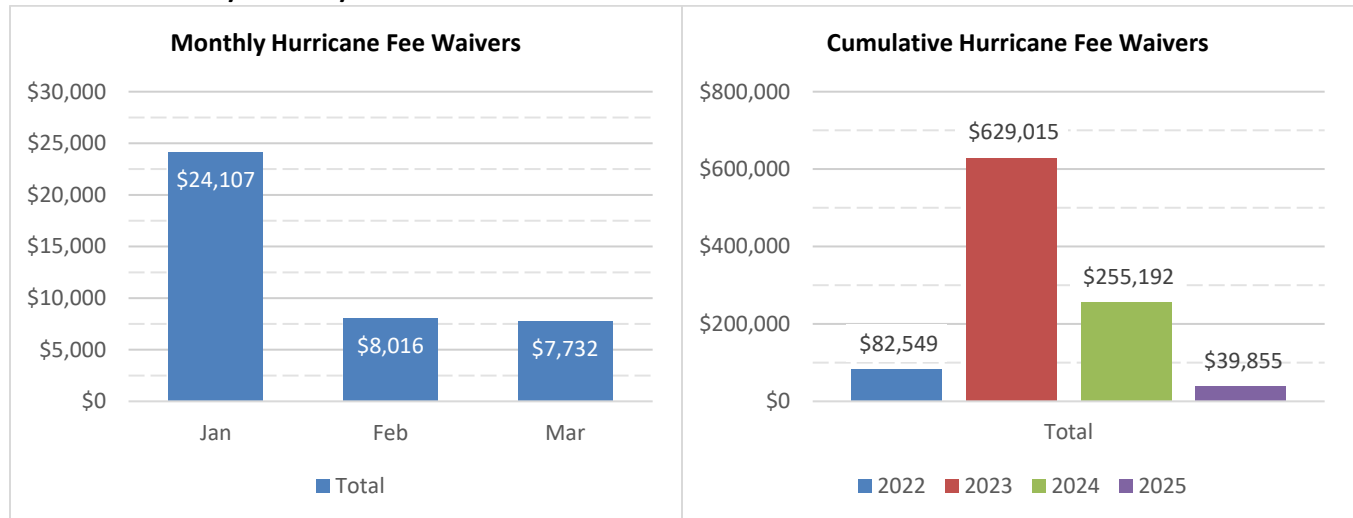
Prepared for:



March 2025

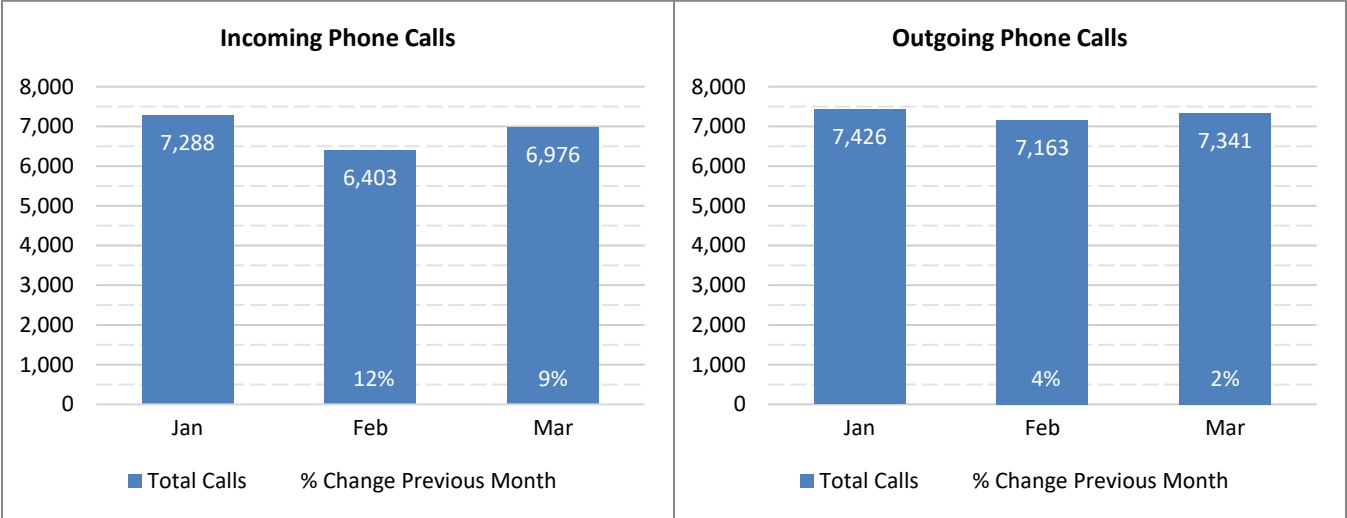
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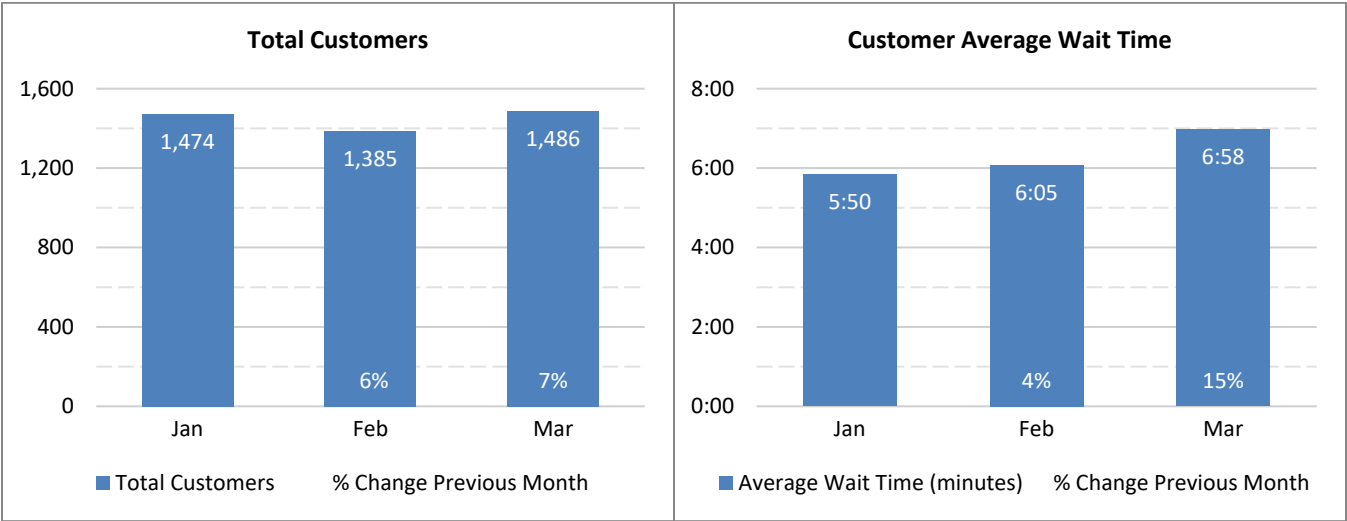
A. Hurricane Ian / Helene / Milton**Cumulative Hurricane Ian / Helene / Milton Fee Waivers by Permit Type**

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	\$36,458	\$556,530
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	\$363	\$14,437
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	\$39,855	\$1,006,611

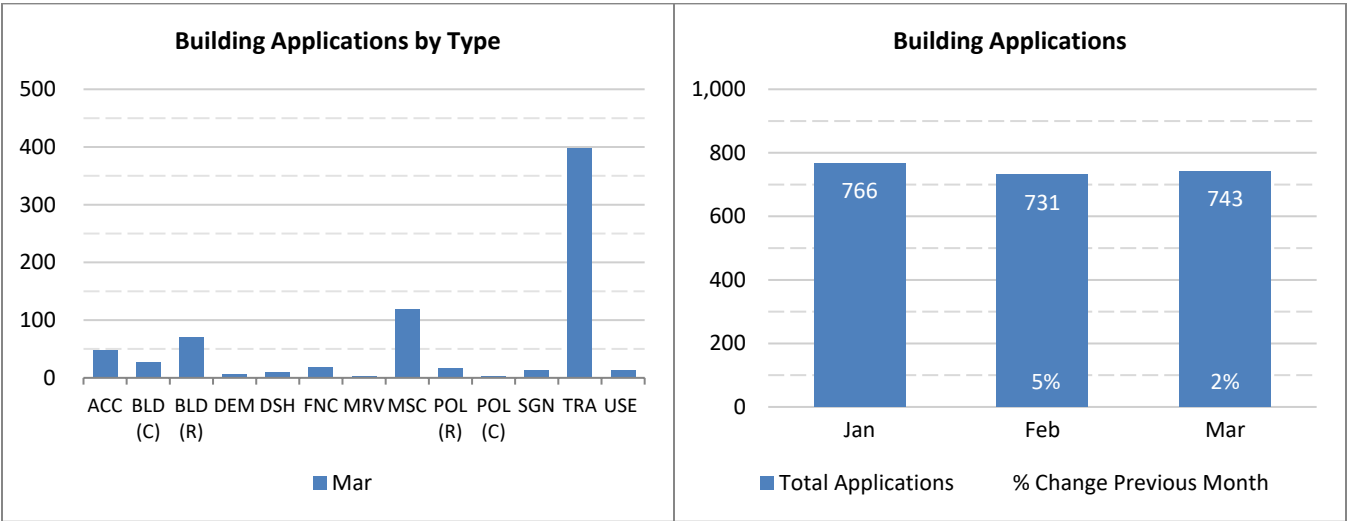
B. PHONE CALLS

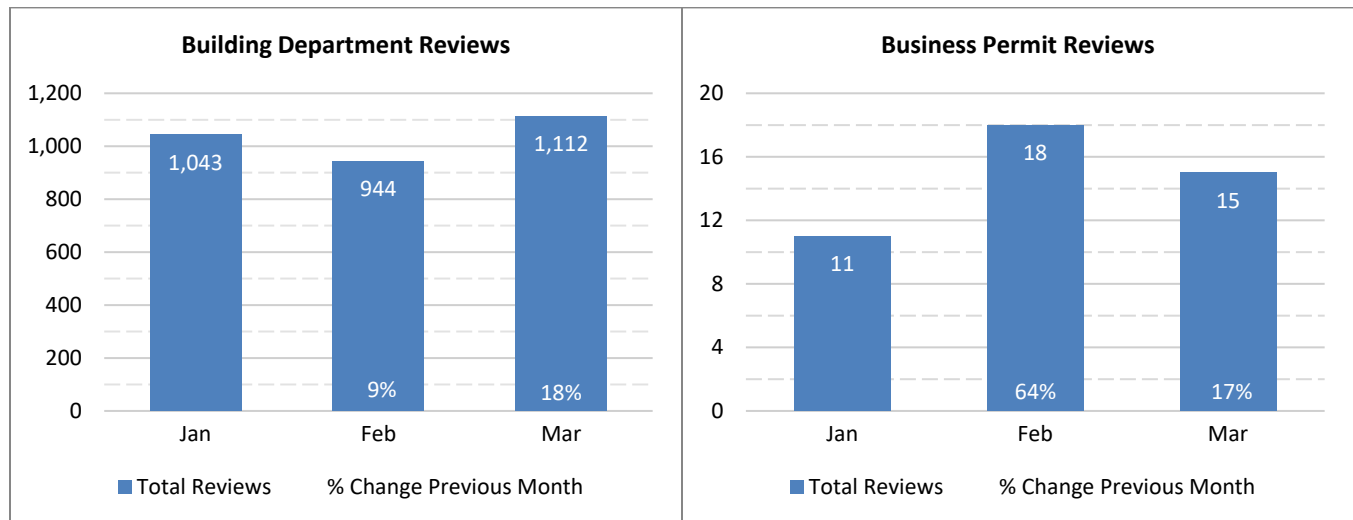
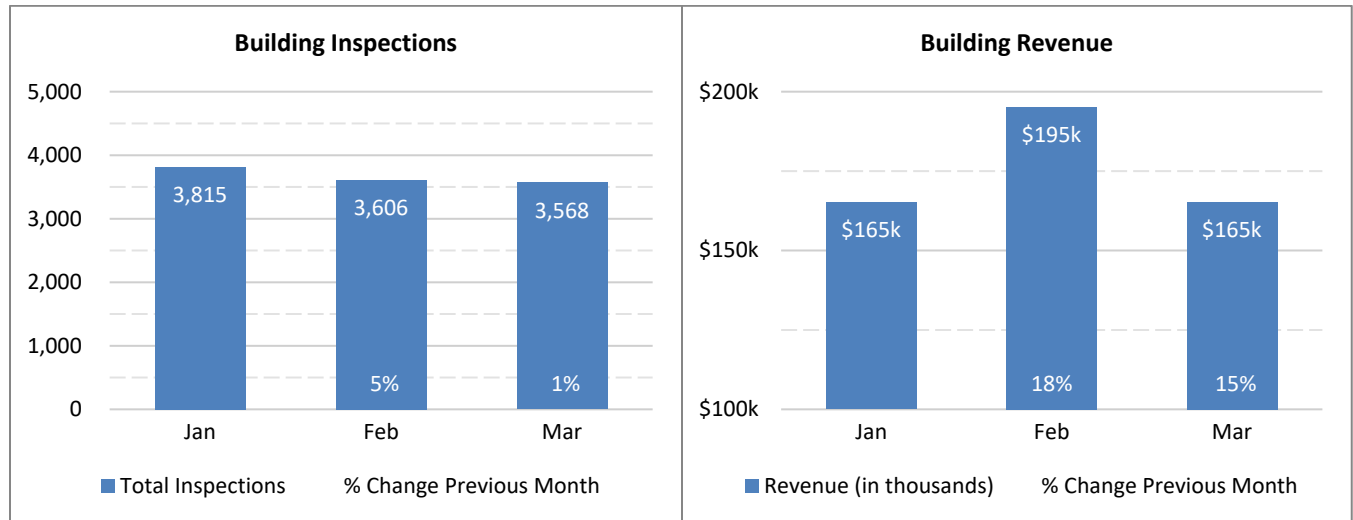


C. PERMITTING COUNTER

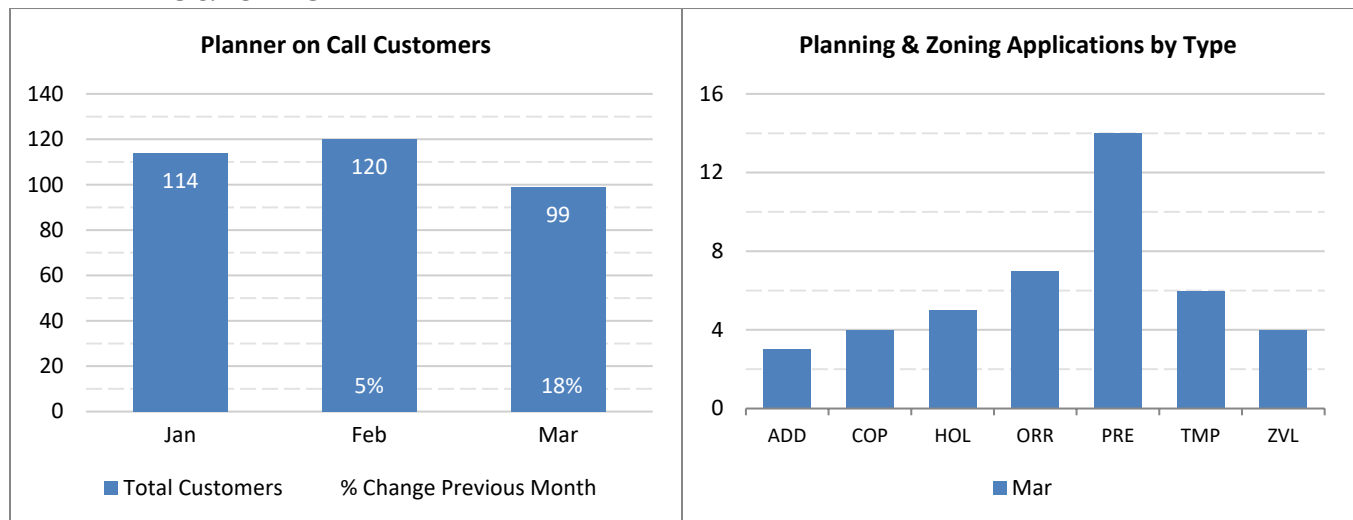


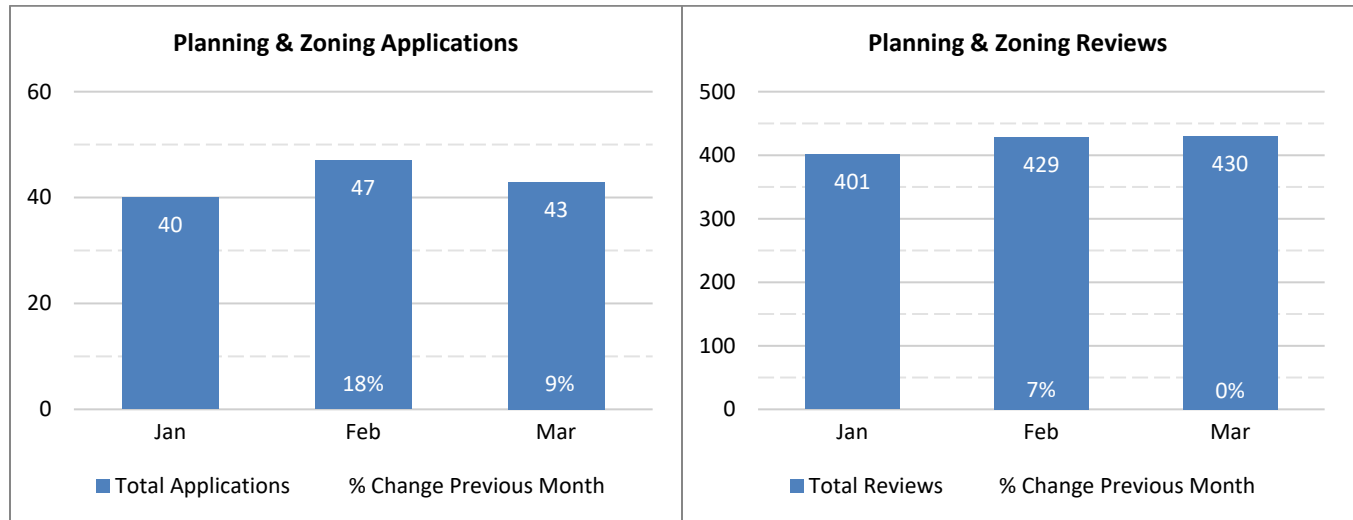
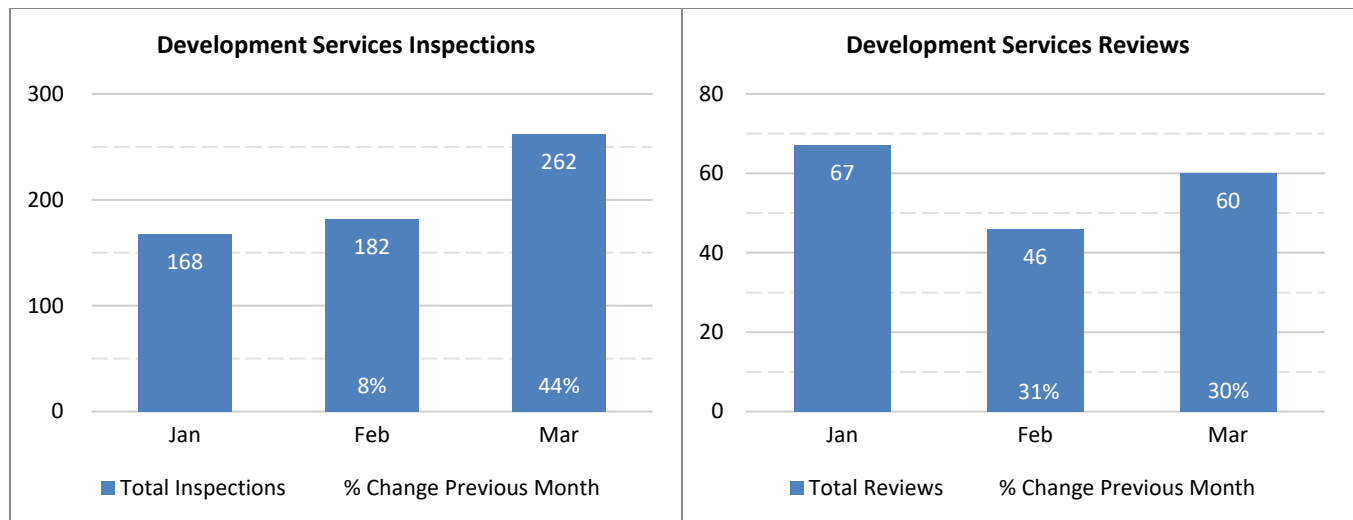
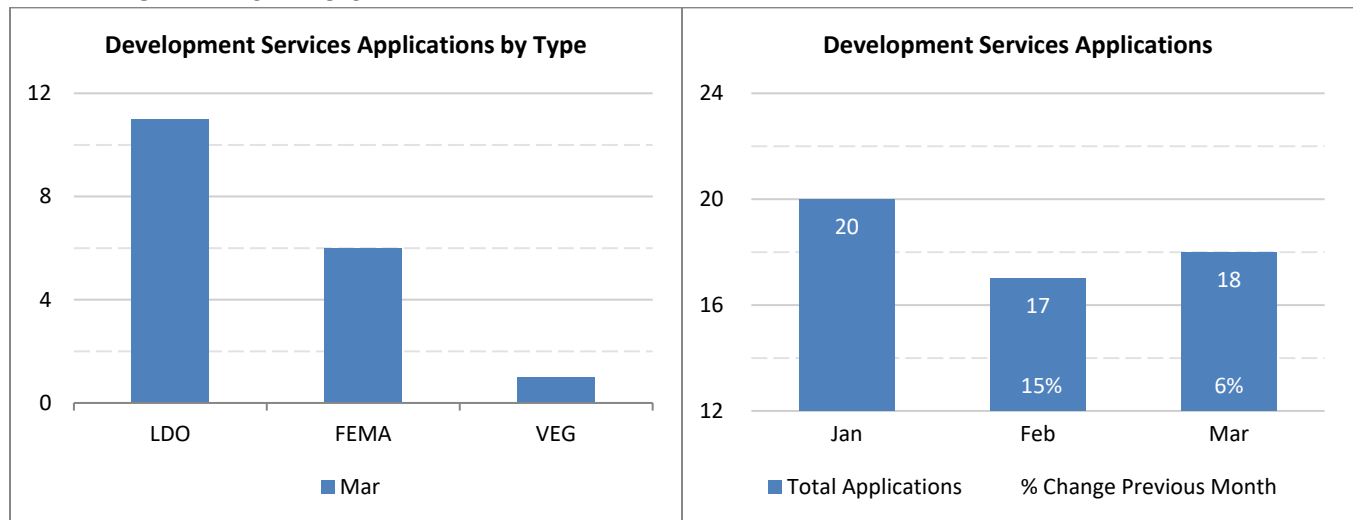
D. BUILDING DEPARTMENT





E. PLANNING & ZONING DEPARTMENT



**F. DEVELOPMENT SERVICES DEPARTMENT**

Community Development

Prepared for:



January – March

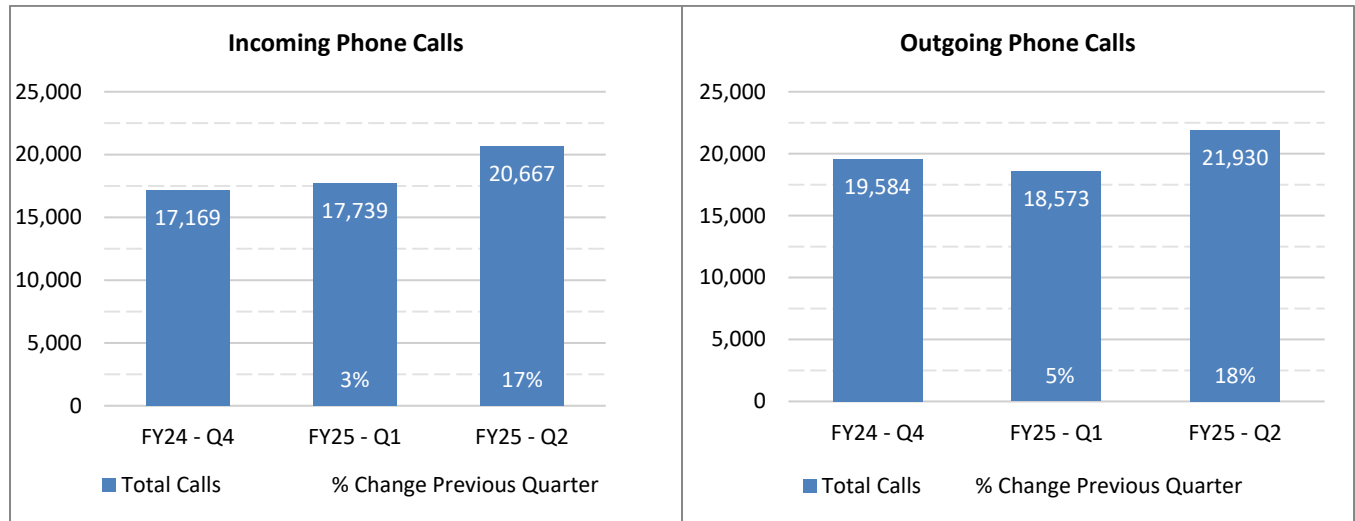
FY25 Q2

Prepared by:

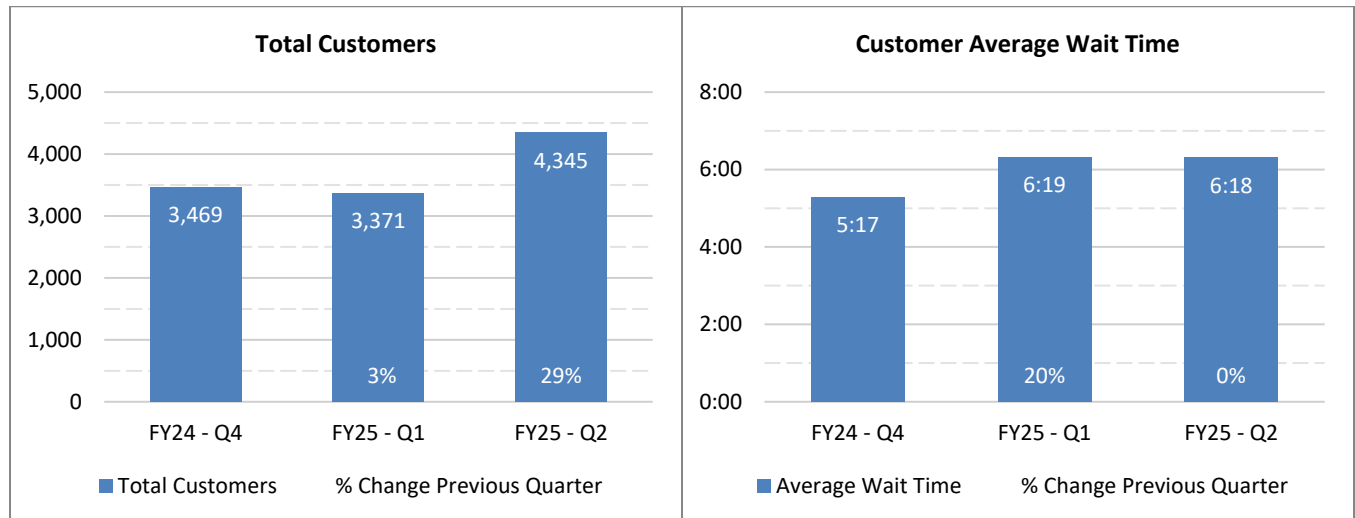
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Performance Metrics

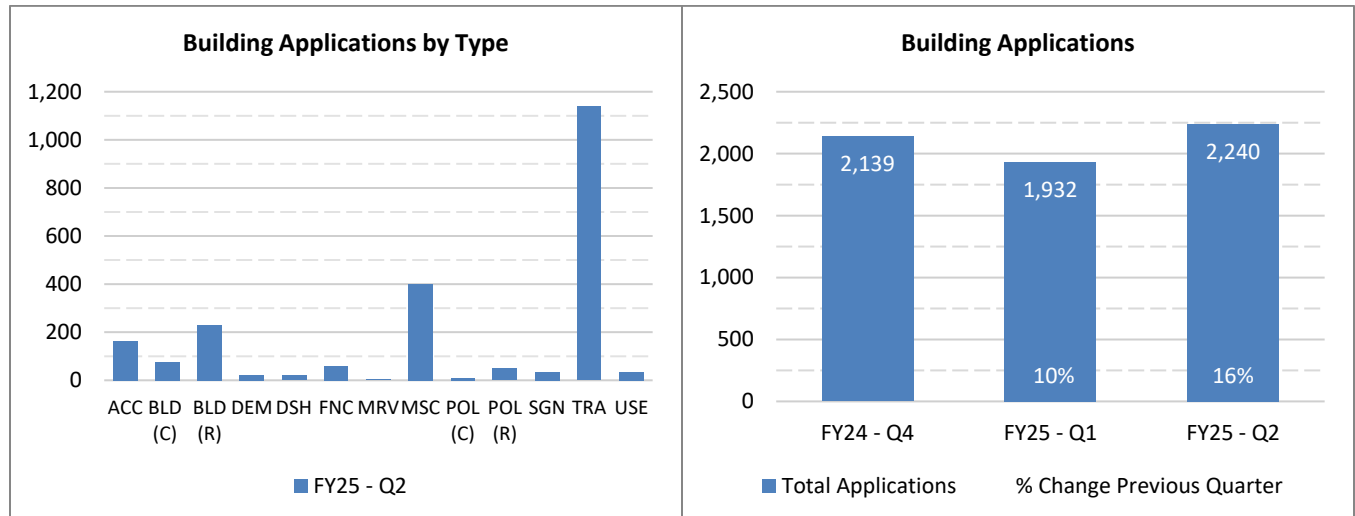
A. PHONE CALLS

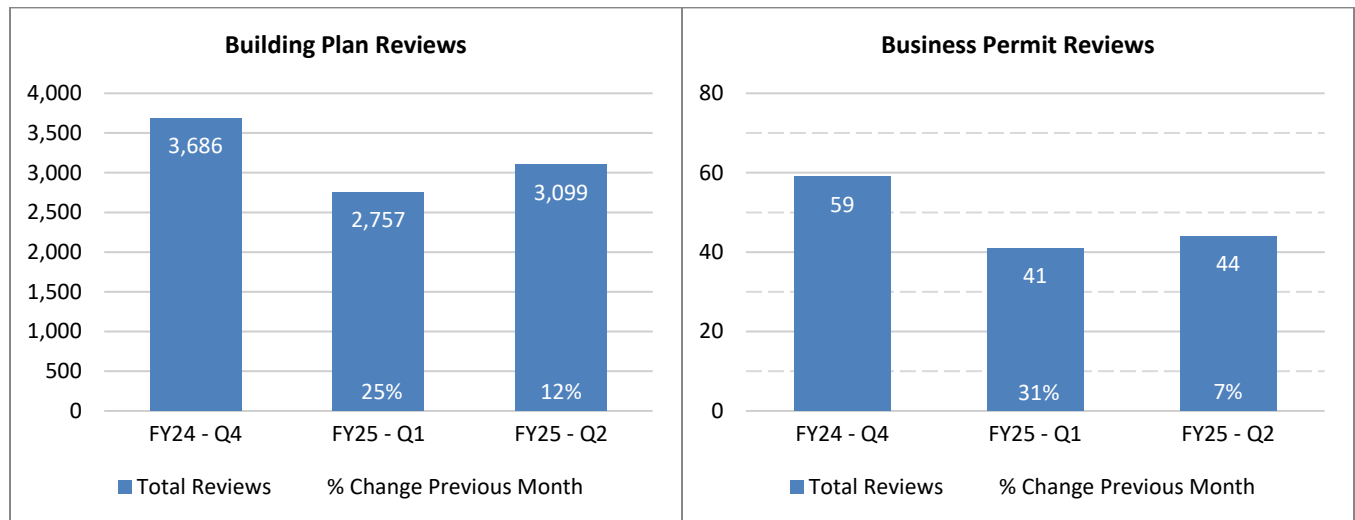
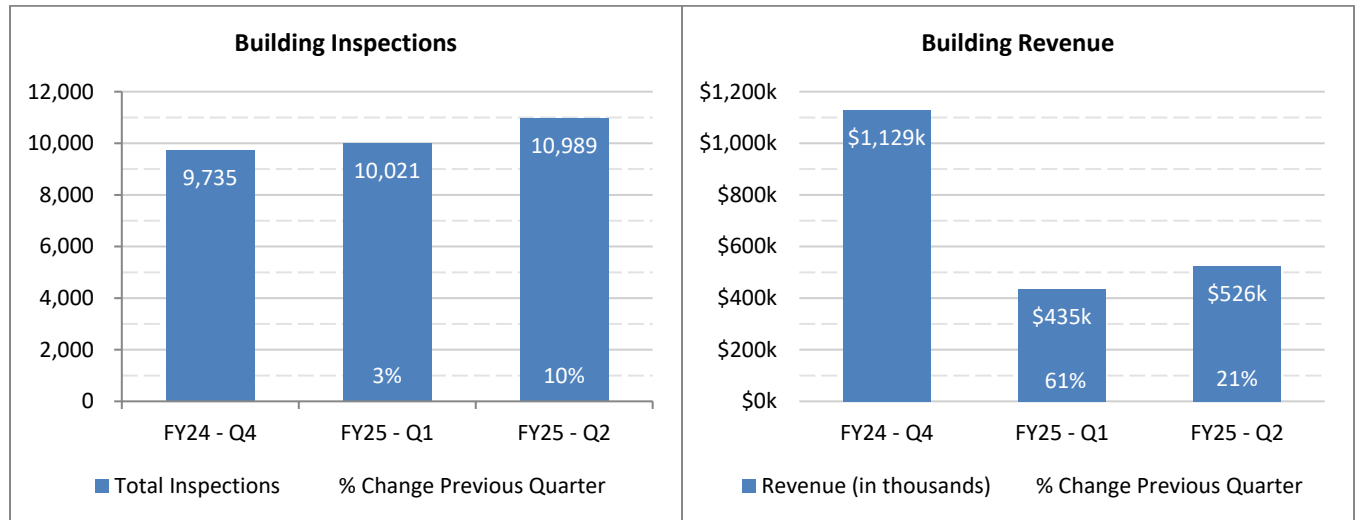


B. PERMITTING COUNTER

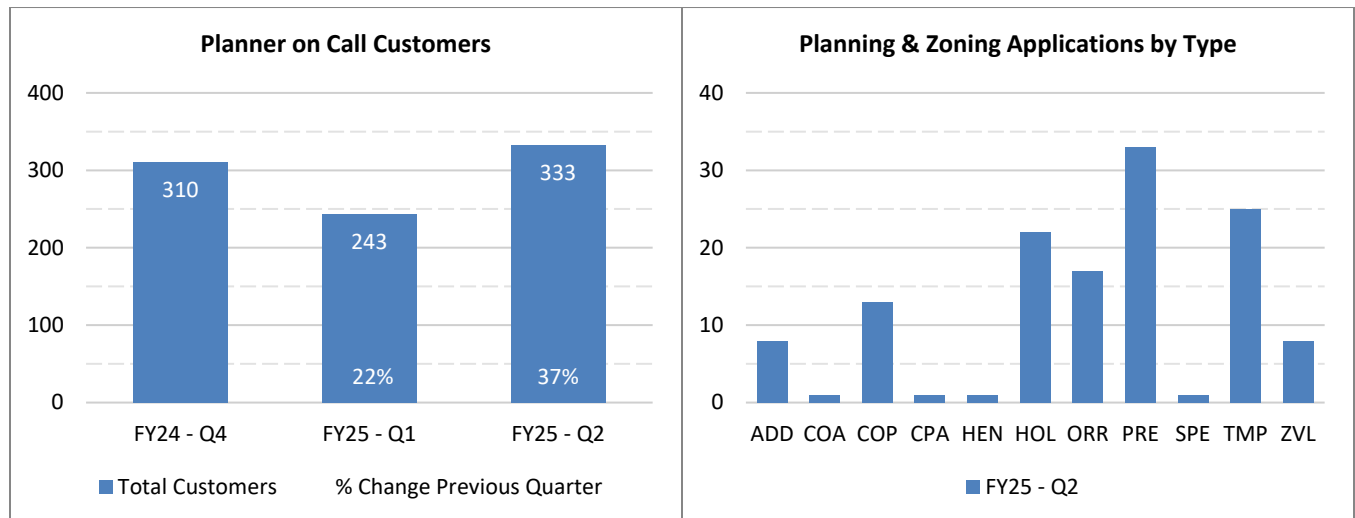


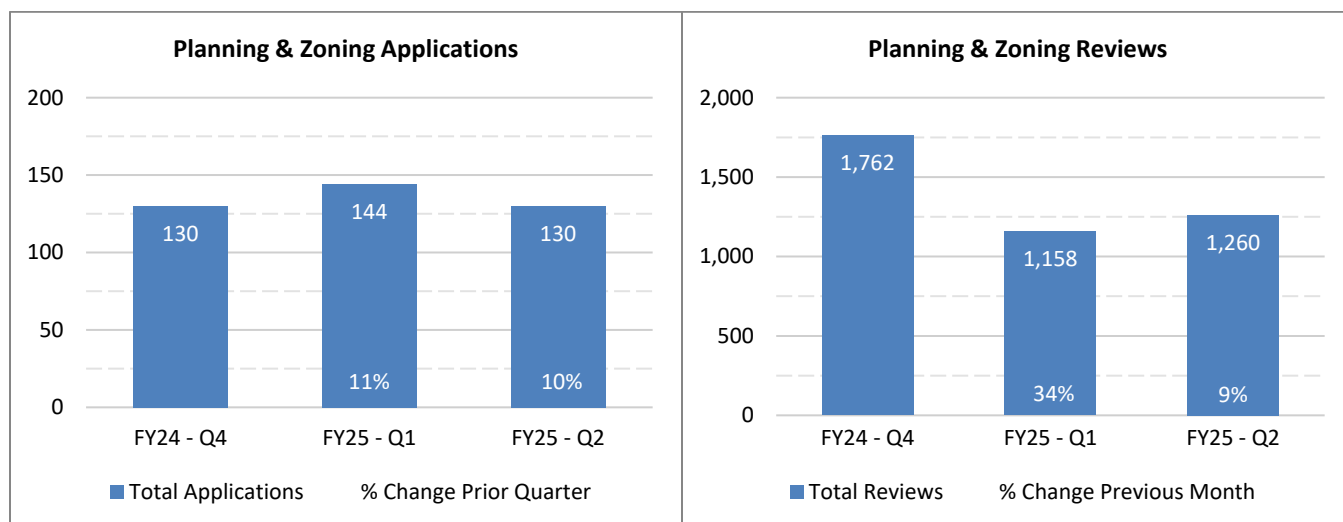
C. BUILDING DEPARTMENT



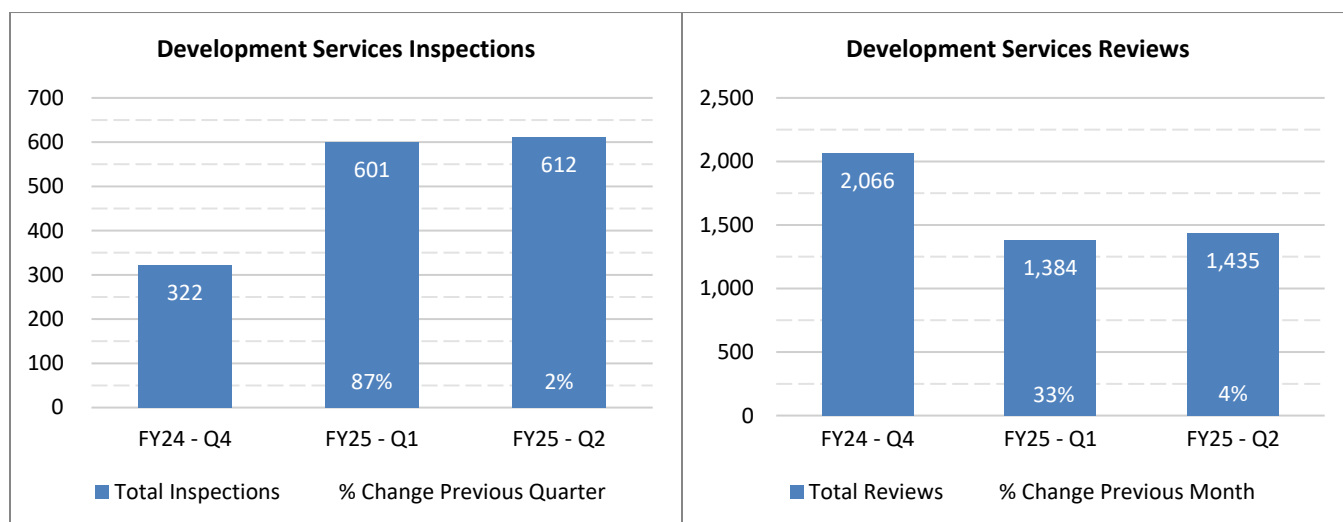
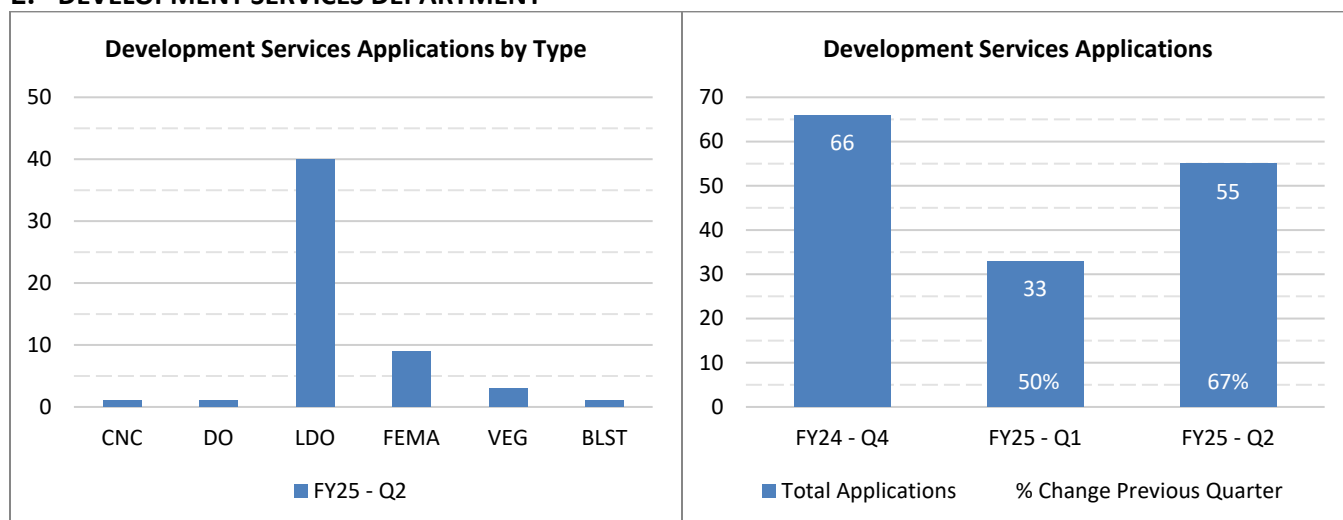


D. PLANNING & ZONING DEPARTMENT





E. DEVELOPMENT SERVICES DEPARTMENT



ITEM TITLE: Authorize staff to submit community projects for Congressman Byron Donalds FY2026 Appropriation Requests funding.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 2) Vehicular/Multimodal Transportation, 5) Strengthen City Finances

BACKGROUND: Congressman Byron Donalds, representing Florida's District 19, announced that his office is accepting projects for potential funding in the FY2026 Federal Budget Session. Appropriation requests are broken into three (3) categories. They are language requests, programmatic requests and community project requests. The deadline to submit requests has been extended to Friday, April 18, 2025.

In past years the City has submitted community projects. Staff has reviewed potential projects and would suggest the following projects for consideration for the FY2026 Appropriation Requests:

1. Rosemary Drive Drainage and Pedestrian Safety Improvement Project
2. Leitner Creek Neighborhood Soccer Complex
3. Acquisition funds for the Bonita Estero Rail Trail (BERT)

STAFF RECOMMENDATION: Provide direction to staff on the submission on Community Projects for Congressman Donalds for FY2026 Appropriation Requests.

REVIEWERS:

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