



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

**City of Bonita Springs
City Council
Regular Meeting
Agenda**

June 18, 2025
5:30 p.m.

If you intend 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 12 Noon, June 18, 2025.

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. 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. Public Hearings - Zoning and Land Use:
 - A. (FIRST READING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A VARIANCE FROM LDC 4-1894(B), WHICH REQUIRES A WATERBODY SETBACK OF TWENTY-FIVE (25) FEET ALONG THE NORTH SIDE, TO ALLOW A SETBACK OF FIFTEEN (15) FEET FROM THE ABUTTING NORTH SIDE STREET RIGHT OF WAY FOR A PROPOSED SINGLE-FAMILY HOME ON A RESIDENTIAL PROPERTY; LOCATED AT 26409 BAY ROAD, STRAP NUMBER 25-47-24-B2-00200.0240, BONITA SPRINGS, FLORIDA 34134; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-06-144)

- B. (FIRST READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REDESIGNATE APPROXIMATELY 1.3 ACRES +/- FROM THE PUBLIC/SEMI-PUBLIC FUTURE LAND USE CATEGORY, TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY; LOCATED AT 25071 CHAMBER OF COMMERCE DRIVE, STRAP NUMBER 21-47-25-B2-00001.1090, BONITA SPRINGS, FLORIDA 34135; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (Green Sheet 25-06-145)

7. Consent Agenda Items:

- A. Approve minutes from the City Council meeting held on June 4, 2025.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-06-136)
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-06-137)
- D. Approve Amendment #3 to Quinn/Downs/Dean West of Imperial Parkway Infrastructure Purchase Agreement 2024-003QDD, extending the property acquisition closing date from June 30, 2025 to August 29, 2025. (Green Sheet 25-06-138)
- E. Approve Amendment #1 to the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project Purchase Agreement 2025-002, extending the property acquisition closing date from June 30, 2025 to August 29, 2025. (Green Sheet 25-06-139)
- F. Approve a Resolution to engage a firm for Holiday Street Pole Lighting & Holiday Décor (RFP 25-05). (Green Sheet 25-06-140)
- G. Approve Amendment #2 to the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project Purchase Agreement 2025-001, extending the property acquisition closing date from June 30, 2025 to August 29, 2025. (Green Sheet 25-06-146)
 - Opportunity for City Council Comments on Consent Agenda

8. Presentations:

- A. Presentation on Emergency Preparedness and Introduction of Partner Agencies. (Green Sheet 25-06-141)
- B. Presentation and update by the Lee County Sheriff's Office Community Policing Unit. (Green Sheet 25-06-142)

9. Public Hearings:

- A. (FIRST READING AND TRANSMITTAL HEARING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN TO UPDATE THE 10-YEAR WATER FACILITIES SUPPLY WORK PLAN; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (Green Sheet 25-06-143)

10. City Attorney Items:

- A. Approve Settlement Agreement with Somax, LLC and BB Sunset Properties, in connection with the Riverbend Residential Planned Development. (Green Sheet 25-06-147)
- B. Approve an Interlocal Agreement with Lee County for the administration of Opioid Settlement funds received by the City. (Green Sheet 25-06-148)

11. City Manager Items:

- A. Update on the Fiscal Year 2025-2026 draft budget.
- B. Update on hurricane recovery efforts.

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment

ITEM TITLE: (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; A VARIANCE FROM LDC 4-1894(B), WHICH REQUIRES A WATERBODY SETBACK OF 25 FEET ALONG THE NORTH SIDE, TO ALLOW A SETBACK OF 15 FEET FROM THE ABUTTING NORTH SIDE STREET RIGHT OF WAY FOR A PROPOSED SINGLE FAMILY HOME ON A RESIDENTIAL PROPERTY IN BONITA SPRINGS; LOCATED AT STRAP NUMBER 25-47-24-B2-00200.0240, 26409 BAY ROAD, BONITA SPRINGS, FLORIDA 34134; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mike Fiigon II, Senior Planner, Community Development

AGENDA SECTION: Public Hearings – Zoning and Land Use

STRATEGIC PRIORITY:

BACKGROUND: The property (26409 Bay Road) is on the corner of Bay Road and Melody Lane. It is a platted lot which was created in 1949 (pre-dating Lee County zoning regulations and the incorporation of the City of Bonita Springs). It is located within the single-family residential zoning district (RS-1) but is an undersized lot—which is considered a hardship through no fault of the Applicant.

The side street (Melody Lane) also contains a boat ramp with direct access to Estero Bay. However, there is no identifiable indication of a waterbody on the plat map, nor the initial survey that was provided for the property. Since there is in fact a waterbody, this would change the side setback from a side street setback of 15 feet to a waterbody setback of 25 feet. This is a significant hardship on an already-undersized lot.

Additionally, the property had received a variance approval from Lee County in 1990 (Case Number 90-6-16-V-4). On that approved site plan, the setback shown on the north side (Melody Lane) was 15 feet—which is the same measurement being requested as part of this action. The Lee County approval was tied to a specific footprint of 957 square-feet, which is incompatible with the current development pattern of the area. This is why the Applicant is requesting a new variance.

All other setbacks will be met for the proposed single-family home, and in fact, if the boat ramp were not present along Melody Lane, the requested setback of 15 feet is what would have been approved without the need for a variance. With regards to the attached resident responses (included as part of the online case file), it should be noted that in no way will this variance affect access to the existing boat ramp.

The Zoning Board heard the case on May 27, 2025 and voted unanimously to approve the request 7-0 (meeting minutes attached).

STAFF RECOMMENDATION: Approve, as conditioned by Staff

ATTACHMENTS:

1. Draft Zoning Ordinance (prepared by City Attorney)
2. 05/27/25 Zoning Board Meeting Minutes
3. Staff Report with Legal Description/Survey & Site Plan

REVIEWERS:

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

**CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 25 -**

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A VARIANCE FROM LDC 4-1894(B), WHICH REQUIRES A WATERBODY SETBACK OF TWENTY-FIVE (25) FEET ALONG THE NORTH SIDE, TO ALLOW A SETBACK OF FIFTEEN (15) FEET FROM THE ABUTTING NORTH SIDE STREET RIGHT OF WAY FOR A PROPOSED SINGLE-FAMILY HOME ON A RESIDENTIAL PROPERTY; LOCATED AT 26409 BAY ROAD, STRAP NUMBER 25-47-24-B2-00200.0240, BONITA SPRINGS, FLORIDA 34134; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sections 4-1894(b) of the City's land development code ("LDC") require twenty-five (25) foot setbacks from a waterbody; and

WHEREAS, the Applicant, TIR 6 LLC, is seeking variance pursuant to the aforementioned setback requirement to accommodate the construction of a new single-family structure on an undersized 1949 lot; and

WHEREAS, a Public Hearing was advertised and heard on May 27, 2025 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case VAR24-115852-BOS who unanimously recommended approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

WHEREAS, Section 4-225 of the LDC requires variances and special exceptions be processed as ordinances as opposed to resolutions; and

WHEREAS, City Council at their June 18, 2025 meeting considered the record of the Zoning Board on Case VAR24-115852-BOS and gave full consideration of the Staff Recommendation, the evidence and testimony provided during the public hearing.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby grants a variance from the setback requirements of Section 4-1894(b) based on the variance criteria set out in 4-131(b)(3) of the LDC, with the following conditions:

1. The variance is limited to a north side right-of-way setback of 15 feet in lieu of a 25-foot waterbody setback.
2. Development should be consistent with the site plan (Exhibit B to the staff report).
3. All other zoning and development regulations remain in full force and effect.
4. Approval of this variance does not guarantee approval of a building permit.
5. All other portions of the land development code and applicable building codes, unless specifically altered by this variance approval, remain in full force and effect.

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

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

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Corrie
Purdon	Bogacz
Fitzpatrick	Gibson
Fullick	

Date filed with City Clerk: _____

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

(Draft) Meeting Minutes

Tuesday, May 27, 2025

9:00 a.m.

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Chairman Rascio led the Pledge of Allegiance.

3. ROLL CALL

The City Clerk called the roll:

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

4. PUBLIC HEARINGS

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

A. CASE NAME: BAY ROAD VARIANCE (VAR24-115852-BOS)

A VARIANCE FROM LDC 4-1894(B), WHICH REQUIRES A WATERBODY SETBACK OF 25 FEET ALONG THE NORTH SIDE, TO ALLOW A SETBACK OF 15 FEET FROM THE ABUTTING NORTH SIDE STREET RIGHT-OF-WAY FOR A PROPOSED SINGLE-FAMILY HOME ON A RESIDENTIAL PROPERTY IN BONITA SPRINGS.

City Attorney Rooney swore in all those who intended to give testimony. Mike Fiigon, Senior Planner with Community Development, introduced the case, providing a summary of the applicant's request along with the site's historical background. Platted in 1949, the site predates Lee County's zoning regulations and the incorporation of the City of Bonita Springs. The applicant is requesting a variance from the Land Development Code which requires a waterbody setback of 25 feet along the north side. They are requesting approval of a reduced setback of 15 feet from the abutting north side street right-of-way to accommodate the construction of a single-family home. Mr. Fiigon presented the staff report, outlining staff findings, conclusions, and conditions of approval. Staff determined the request meets standards for approval, and recommends approval. The applicant acknowledges that, should the variance be approved, there is no guarantee of a building permit. (Staff report on file in the City Clerk's office).

The applicant did not have a presentation, but was in attendance and available for questions.

*Chairman Rascio called for public comments. Seeing none, and with no further questions from board members, he called for a motion. Board Member Hershenson made a motion to approve the variance with the conditions proposed by staff; Seconded by Board Member Waterhouse. The Clerk recorded the vote by roll call. **The motion carried 7-0.***

5. APPROVAL OF MINUTES: Meeting of January 14, 2025

Board Member Waterhouse motioned to approve the minutes; Seconded by Board Member Gambrell. The motion carried 7-0.

6. UPDATE ON PREVIOUS CASES:

Provided by Mr. Fiigon.

7. PUBLIC COMMENT

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

8. NEXT MEETING: *The next meeting is scheduled for June 17, 2025.*

The City Clerk reminded members that their yearly ethics disclosure must be submitted through the State Ethics Commission online system by July 1, 2025. Additionally, a review of Sunshine and Ethic Laws will occur at an upcoming Zoning Board meeting.

9. ADJOURNMENT: *There being no further business, Chairman Rascio adjourned the meeting 9:17 a.m.*

Prepared by:

Teresa C. Grimes, Senior Records & Compliance Clerk

APPROVED:
BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman

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26409 BAY ROAD VARIANCE

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26395

Melody Ln

Bay Rd

Bay Rd

26409

26415

26411

26429

26421

26435

26427

Hickory Blvd

26435

Bay Rd

26451

**BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT**

PROJECT NAME: 26409 BAY ROAD

TYPE OF CASE: VARIANCE (SETBACK)

CASE NUMBER: VAR24-115852-BOS

HEARING DATE: MAY 27, 2025

PLANNER: MIKE FIIGON II, SENIOR PLANNER

REQUEST AND STAFF RECOMMENDATION

A variance from LDC Section 4-1894(b), which requires a waterbody setback of 25 feet, to allow a setback of 15 feet from the abutting north side street right of way for a proposed single-family home on a residential property in Bonita Springs.

Staff recommends **APPROVAL** of the variance as requested.

I. APPLICATION SUMMARY:

A. Applicant: TIR 6 LLC

B. Agent: Vicki Wright & Brian Weaver

C. Request: A variance from LDC 4-1894(b), which requires a waterbody setback of 25 feet along the north side, to allow a setback of 15 feet from the abutting north side street right of way for a proposed single-family home on a residential property in Bonita Springs.

D. Location: 26409 Bay Road, Bonita Springs, FL 34134

E. Future Land Use Plan Designation, Current Zoning and Use of Property:

Future Land Use: Moderate Density Residential

Current Zoning: RS-1, Single-Family

Current Use: Vacant

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Designation</u>
North: Melody Lane R/W, CPD, Hotel and Boat Rentals	Little Hickory Island Neighborhood Commercial
East: Waters of Hogue Channel/Estero Bay	N/A
South: RS-1, Single Family Residential; Single-Family Residence	Moderate Density Residential
West: Bay Road R/W, RS-1, Single Family Residential; Single-Family Residence	Moderate Density Residential

II. **BACKGROUND AND INFORMATIONAL ANALYSIS:**

Introduction/Synopsis

The property is located at 26409 Bay Road in Bonita Springs. It is located on the corner of Bay Road and Melody Lane, both of which are city-maintained roadways.

The property is a platted lot of record from 1949 known as Lot 24 of the Bonita Beach Addition (Plat Book 9, Page 14 of the Public Records of Lee County, Florida).

The zoning designation of the property is RS-1, Residential Single-Family. Pursuant to LDC 4-489, properties in the RS-1 zoning district should meet the following dimensional requirements:

Lot Width	75 feet, minimum
Lot Depth	100 feet minimum
Lot Area	7,500sf minimum

According to information supplied by the Applicant in the application, the property in question has the following dimensions:

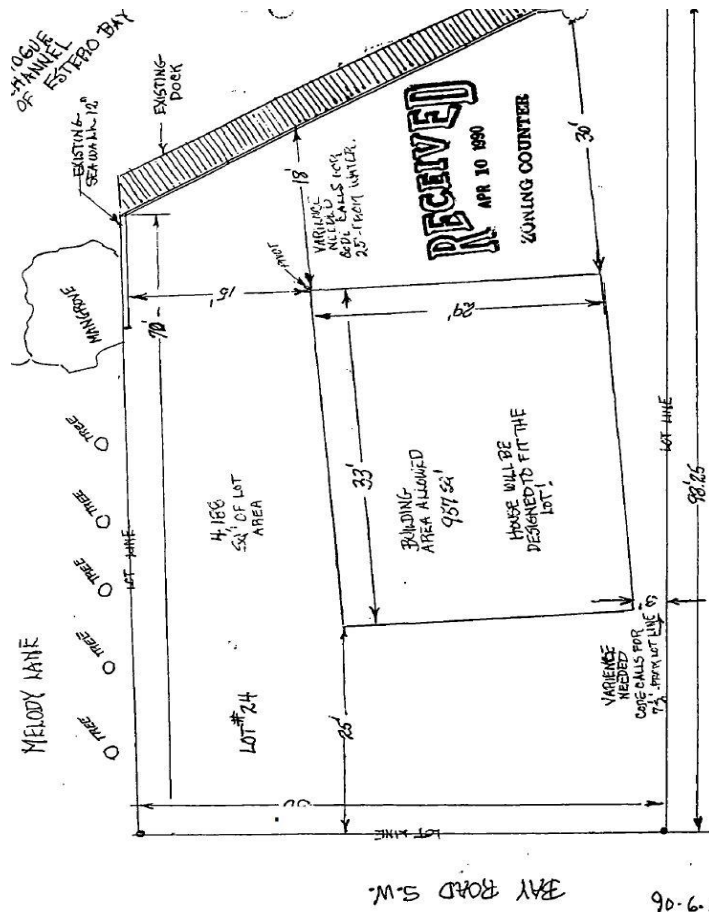
Lot Width	50 feet
Lot Depth	99.25 feet (deepest point); 72 feet (shallow point)
Lot Area	4,248sf

The lot is considered an undersized corner lot and does not meet the current zoning requirements. However, it is a platted lot of record and remains eligible for one (1) single-family residence.

Furthermore, pursuant to LDC 4-1893(b)(2)(b), corner lots that were created prior to January 28, 1983 and have a lot width of less than 100 feet can have a reduced side street setback of 15 feet (from 25 feet originally). In 2018, a zoning verification letter was issued by Community Development which provided the setbacks for the subject property. The plat was reviewed and a survey was provided. The survey nor the plat made reference to a mean high water line, so setbacks were provided for a corner lot that was created pre-1983.

The setback reduction found in LDC 4-1893(b)(2)(b) does not apply to properties abutting a body of water. The discrepancy in this case is that while the lot abuts the right-of-way of a side street (Melody Lane), there is also a boat ramp within said right-of-way, meaning that the setback requirement would be 15 feet from the edge of the right-of-way or 25 feet from the mean high water line, whichever is more restrictive. In this case, the more restrictive option and therefore the applicable setback would be 25 feet from the mean high water line. A setback of this scale on an already significantly-undersized lot could be considered a hardship through no fault of the Applicant.

In 1990, a hardship was accepted by Lee County and a setback variance was granted for a reduced waterbody setback to 18 feet and a reduced interior side setback to 3 feet pursuant to case number 90-6-14-V-4. The site plan (below) accepted as part of that case also showed a setback of 15 feet to the Melody Lane right-of-way. However, the variance was tied to a specific building footprint of 957sf. The current development pattern along Bay Road has yielded homes that are much larger than 957sf, and therefore the Applicant has requested a new variance in order to effectuate their proposed home design (Exhibit B).



(Site plan approved by Lee County: Case 90-6-14-V-4)

With this information, staff is able to provide the below analysis of the variance criteria based on the facts of the case, and the Applicant's analysis.

Variance Review Criteria – Analysis

As outlined in LDC 4-131(b)(3), the following standard of review is applied to variance cases:

- (3) *Findings. Before making a recommendation to grant any variance, the zoning board must find that all of the following exist:*
- a. There are exceptional or extraordinary conditions or circumstances that are inherent to the property in question;*
 - b. The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the ordinance from which this chapter is derived will not be considered self-created);*

- c. *The variance granted is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to their property;*
- d. *The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and*
- e. *The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature so as to make it more reasonable and practical to amend the ordinance.*

Criterion a: There are exceptional or extraordinary conditions or circumstances that are inherent to the property in question:

Staff Analysis: The subdivision was created in 1949, which pre-dates Lee County's zoning regulations and pre-dates the incorporation of the City of Bonita Springs. The lot is undersized for its zoning designation through no fault of the Applicant. It is the Staff opinion that this is considered an exceptional condition that is inherent to the property in question.

Criterion b: The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the ordinance from which this chapter is derived will not be considered self-created).

Staff Analysis: The Staff opinion is that the owner did not create a lot that does not conform to the current zoning regulations.

Criterion c: The variance granted is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to their property.

Staff Analysis: The Applicant is proposing to meet all of the current setback regulations for the primary street (25 feet), interior side (5 feet) and rear waterbody (25 feet), but is seeking relief to be allowed to use the right-way-setback of 15 feet from Melody Lane as provided for in LDC 4-1893(b)(2)(b) in lieu of a required

waterbody setback of 25 feet on the same side. The application of a setback of 15 feet was previously utilized and accepted by Lee County as part of the 1990 variance case.

Criterion d: The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Staff Analysis: Previous variances for the property were granted for a different footprint. The proposed footprint is in line with the development pattern of the neighborhood and would not be considered injurious or detrimental to the public welfare. Granting the variance will not impact the use of the boat ramp or any other activities taking place within the Melody Lane right-of-way.

Criterion e: The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general reoccurring nature so as to make it more reasonable to amend the ordinance.

Staff Analysis: Staff doesn't believe that amending the LDC is necessary, as this is not a common occurrence where a right of way and a waterbody are present on the same side of the property.

It is Staff's opinion the application has demonstrated compliance with all of the criteria listed above.

Surrounding Zoning

The zoning surrounding is residential (RS-1, single-family) and commercial (Commercial Planned Development—CPD [hotel and boat rental]). The requested use of a single-family home is consistent with the property's RS-1 zoning designation and is compatible with surrounding residential uses.

Neighborhood Compatibility

The owner's desire to construct a new single-family home is compatible with the zoning designation and the neighborhood. A home across the street (26411 Hickory Boulevard) received a variance approval from Lee County in 1998 for a setback reduction on three sides. This helps to further demonstrate that there are undersized lots in the area in which setback relief has been deemed to be appropriate.

Comprehensive Plan Considerations

The subject property is located in the Moderate Density Residential future land use category according to the City's Future Land Use Map. The Future Land Use Element of the Comprehensive Plan describes the Moderate Density Residential land use as follows:

Policy 1.1.7: Moderate Density Residential - Intended to accommodate and preserve single-family residential development at a maximum density of up to 5.8 dwelling units per gross acre and approximately 1,977 acres of gross land area in the land use category; planned unit developments at a maximum density of six units per acre; group homes and foster care facilities; public schools and other public, semi-public and recreational uses on a limited basis.

- a. Appropriate residential housing types include conventional and modular constructed single-family homes on permanent foundations.*
- b. Maximum allowable height of structures shall be 35 feet from the base flood elevation to the eaves.*

It is Staff's opinion that the requested variance does not conflict with the Moderate Density Residential future land use category.

Findings & Conclusions:

Based upon an analysis of the application and the standards for approval of a variance, Staff makes the following findings and conclusions:

1. There are exceptional or extraordinary conditions or circumstances inherent to the subject property, specifically width, depth, and lot area that renders the parcel undersized.
2. The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance. This lot as configured was created in February 1949.
3. The variance, if granted, is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulations in question to the subject property.
4. The granting of the variance will not have deleterious effects on the neighborhood and public welfare.
5. The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature to make it more reasonable and practical to amend the ordinance.

III. **RECOMMENDATION:**

Staff recommends **APPROVAL** of the Applicant's requested variance from LDC 4-1894(b). This recommendation of approval is based on the *Findings & Conclusions* contained herein and is subject to the following conditions:

1. The variance is limited to a north side right-of-way setback of 15 feet in lieu of a 25-foot waterbody setback.
2. Development should be consistent with the attached site plan (Exhibit B).
3. All other zoning and development regulations remain in full force and effect.
4. Approval of this variance does not guarantee approval of a building permit.

IV. **SUBJECT PROPERTY**

The applicant indicates the STRAP number is: 25-47-24-B2-00200.0240

V. **EXHIBITS**

- A. Legal Description and Boundary Survey
- B. Proposed Site Plan

VI. **ATTACHMENTS**

- A. Application and Backup (online only)

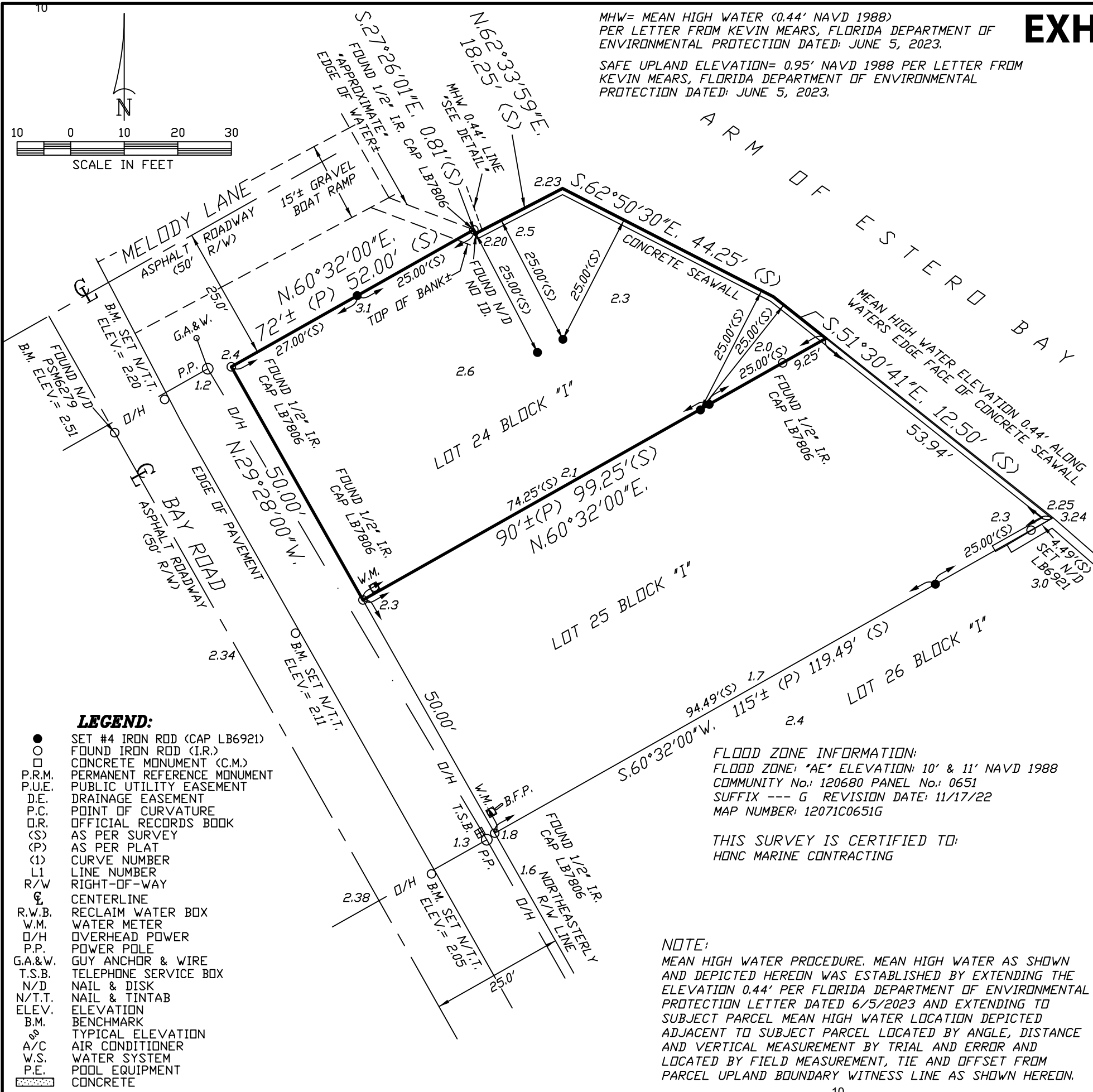
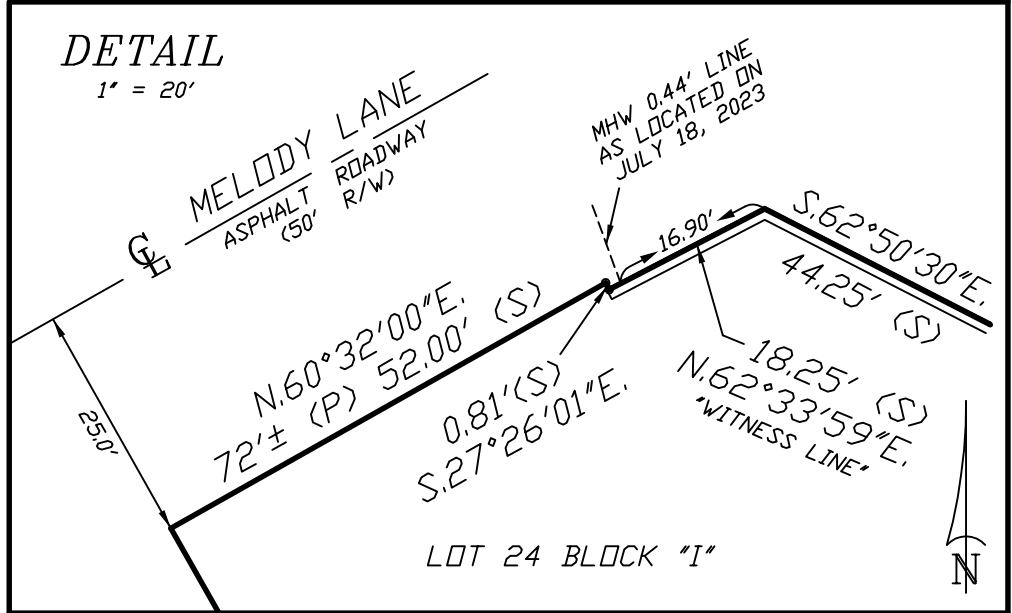


EXHIBIT A

BOUNDARY SURVEY OF
LOT 24,
ADDITION TO BLOCK "I"
OF BONITA BEACH,

(PLAT BOOK 9, PAGE 14)
SECTION 24, TOWNSHIP 47 SOUTH, RANGE 24 EAST,
PUBLIC RECORDS OF LEE COUNTY, FLORIDA



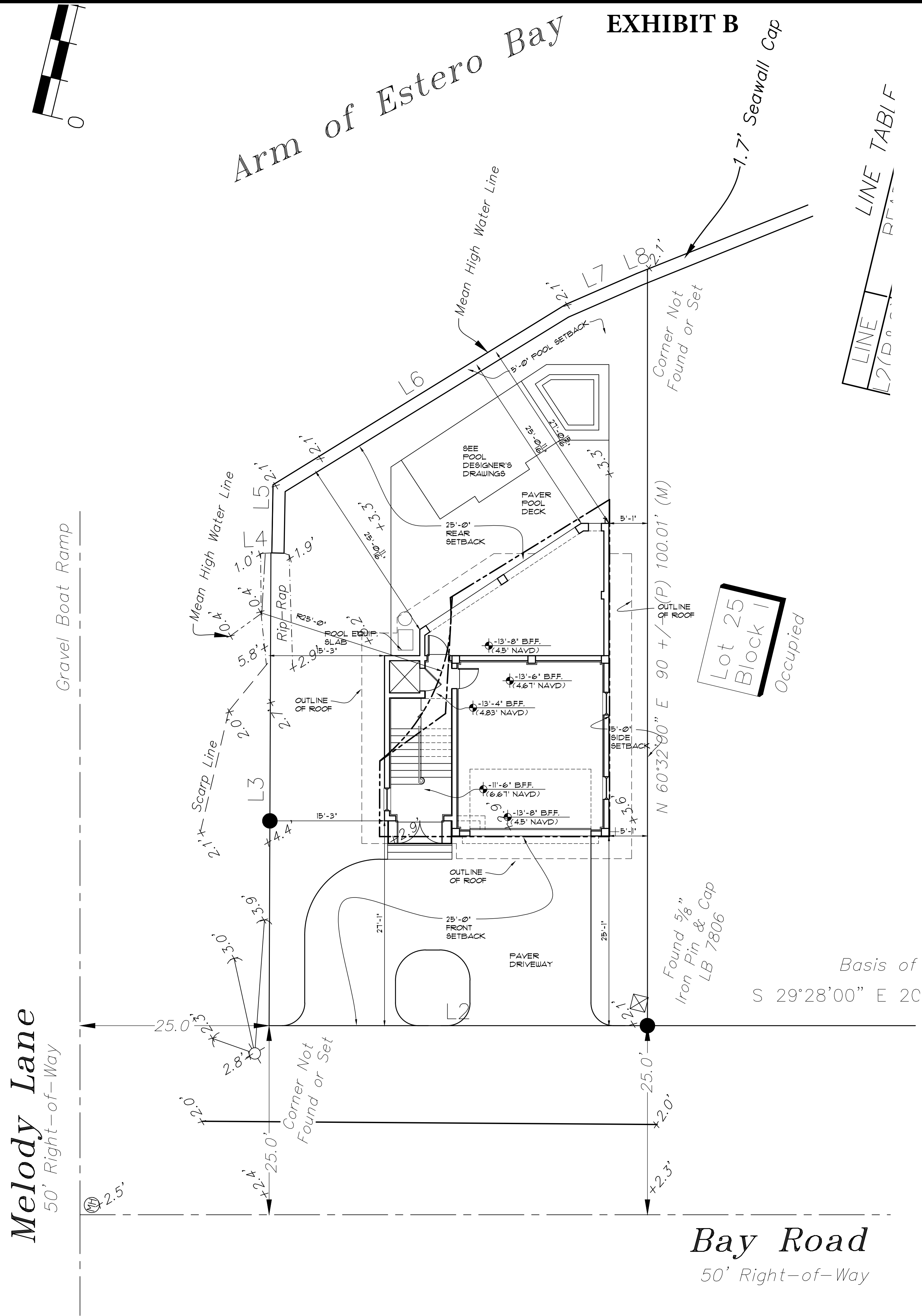
- SURVEY NOTES:**
1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BAY ROAD, AS BEING N.29°28'00"W.
 2. FIELD NOTES IN ADDITION TO BLOCK "I" OF BONITA BEACH.
 3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
 5. THIS SURVEY DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
 6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
 7. THIS MAP/PLAT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
 9. ISSUANCE OF THIS DRAWING, FROM THIS FIRM SHALL NOT RELIEVE THE BUILDER AND/OR CONTRACTORS OF THE RESPONSIBILITY TO REVIEW AND VERIFY ALL NOTES, DIMENSIONS, ELEVATIONS, AND ADHERENCE TO APPLICABLE BUILDING CODES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. BUILDER MAY NEED TO ADJUST ELEVATION AND/OR SETBACKS PRIOR TO CONSTRUCTION IF OTHER RESTRICTIONS EXIST.
 10. THIS SURVEY IS INTENDED TO BE VIEWED AS AN 11X17, 20 SCALE DRAWING.
 11. BENCHMARK DERIVED FROM RTCM-REF 0103, ELEVATION 35.74 NAVD 1988.
 12. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

REVISED:	DESCRIPTION:		BY:	Phillip M Mould, LS6515, State of Florida PHILLIP M. MOULD PROFESSIONAL SURVEYOR AND MAPPER LS6515 - STATE OF FLORIDA HARRIS-JORGENSEN, LLC. 3048 DEL PRADO BLVD. S., SUITE 100 CAPE CORAL, FLORIDA 33904 PHONE: (239) 257-2624 FAX: (239) 257-2921
6/5/23	ADDED MHW INFORMATION:		RBH	
7/18/23	ADDED MHW LINE HEADED NORTH		RBH	
DATE OF LAST FIELD WORK: 7/18/2023				
DRAWN:	CHECK:	SCALE	PROJ. #	
RBH	PMM	1"=20'	BBA-I-24	
SURVEY DATE		FILE NO.	SHT.- 1	
8/22/2020		47-24-25	OF - 1	
FLORIDA CERTIFICATE OF AUTHORIZATION LB6921				

FLOOD ZONE INFORMATION:
FLOOD ZONE: "AE" ELEVATION: 10' & 11' NAVD 1988
COMMUNITY No.: 120680 PANEL No.: 0651
SUFFIX --- G REVISION DATE: 11/17/22
MAP NUMBER: 12071C0651G

THIS SURVEY IS CERTIFIED TO:
HONG MARINE CONTRACTING

NOTE:
MEAN HIGH WATER PROCEDURE. MEAN HIGH WATER AS SHOWN AND DEPICTED HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION 0.44' PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LETTER DATED 6/5/2023 AND EXTENDING TO SUBJECT PARCEL MEAN HIGH WATER LOCATION DEPICTED ADJACENT TO SUBJECT PARCEL LOCATED BY ANGLE, DISTANCE AND VERTICAL MEASUREMENT BY TRIAL AND ERROR AND LOCATED BY FIELD MEASUREMENT, TIE AND OFFSET FROM PARCEL UPLAND BOUNDARY WITNESS LINE AS SHOWN HEREON.



DRAWING INDEX	
A1	SITE PLAN
A2	GROUND FLOOR PLANS
A3	1ST LIVING LEVEL PLANS
A4	2ND LIVING LEVEL PLANS
A5	3RD LIVING LEVEL PLANS
A6	ELEVATIONS
A7	ELEVATIONS
A8	BUILDING SECTION
A9	TYPICAL WALL SECTION/SCHEDULES
A10	REFLECTED CEILING PLANS
A11	SLAB PLAN & FRAMING PLANS
A12	HIGH ROOF PLAN
A13	ARCHITECTURAL DETAILS
A14	ARCHITECTURAL DETAILS
A15	NOTES
A16	GND. FLR. & 1ST LIV. LEVEL ELECTRICAL PLANS
A17	2ND & 3RD LIV. LEVEL ELECTRICAL PLANS

BUILDING DATA	
OCCUPANCY:	R-3, SINGLE FAMILY RESIDENTIAL
NUMBER OF STORIES:	(4) 3 OVER PARKING/STORAGE
TYPE OF CONSTRUCTION:	V-B, SPRINKLERED, UNPROTECTED
ZONED BUILDING HEIGHT:	35'-0"
F.B.C. BUILDING HEIGHT (FROM GRADE PLANE TO MIDPOINT OF ROOF):	+/- 46'-6"
FEMA FLOOD ZONE:	VE-15 (15.0' NAVD BASE FLOOD ELEVATION)
F.B.C. DESIGN FLOOD ELEVATION:	16.0' NAVD
REQUIRED HEIGHT OF LOWEST STRUCTURAL MEMBER:	16.0' NAVD
FIRST HABITABLE FLOOR ELEV. PROVIDED:	18.1' NAVD

PROJECT DATA	
LOCATION:	LOT 24 BAY ROAD BONITA SPRINGS, FL.
BUILDING AUTHORITY:	CITY OF BONITA SPRINGS
LAND USE DESIGNATION:	ZONED: RS-1
ZONING RESTRICTIONS:	REQUIRED BUILDING SETBACKS:
FRONT:	=25'
REAR:	=25' (5' POOL)
SIDES:	=5' SOUTH, 15'-3" NORTH
MAX. BLDG. HGT. (FROM BOT. OF LOWEST MEMBER):	35'-0" MAX. TO MIDPOINT OF ROOF, 40'-0" MAX. TO ROOF PEAK

BUILDING COVERAGE	
SITE AREA =	4248 SF.
BUILDING COVERAGE =	975 SF.
MAX. BLDG. COVERAGE =	40% X 4248 = 1,699 SF.

CODE COMPLIANCE STATEMENT:
THIS CONSTRUCTION SHALL COMPLY WITH ALL CITY OF BONITA SPRINGS LAND DEVELOPMENT CODES PERTAINING TO, BUT NOT LIMITED TO: SEA TURTLES, COASTAL CONSTRUCTION, AND FLOOD HAZARD REDUCTION.
THESE PLANS WERE PREPARED IN ACCORDANCE WITH THE 2017 FLORIDA BUILDING CODE AS WELL AS ANY COUNTY OR CITY AMENDMENTS.

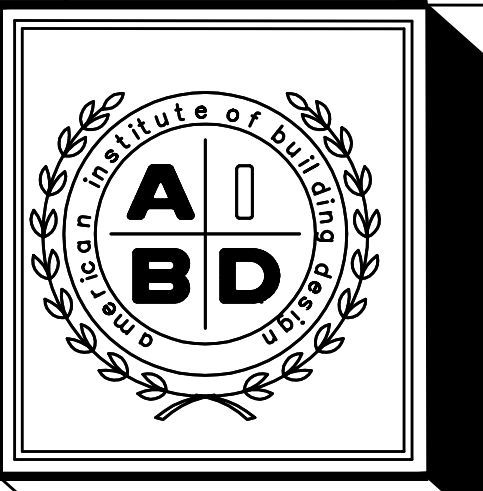
SITE PLAN

SCALE: 1/8"=1'-0"

R.G. DESIGNS INC.

BUILDING DESIGN PLANNING
CORPORATE HEADQUARTERS
28071 VANDERBILT DRIVE
BONITA SPRINGS, FLORIDA 34134
OFFICE PHONE #839949-2329

DATE	REVISIONS
11/8/21	ZONING REVIEW COMMENTS
2/24/25	REVISE SIDE SETBACK



BUILDER:
-

PROJECT:
LOT 24 - SILBERSTEIN
LOT 24 BAY ROAD
BONITA SPRINGS, FLORIDA

PROJECT DATA:	
DATE	4_30_20
JOB #	-
DRAWN BY	JMH
CHECKED BY	
PROJECT	

A1

R.G. DESIGNS INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT. THE IDEAS, DESIGNS AND PLANS ARE NOT TO BE REPRODUCED OR CHANGED AND OR COPIED WITHOUT OBTAINING THE EXPRESSED WRITTEN CONSENT FROM R.G. DESIGNS INC. THESE PLANS SHALL BE IN ACCORDANCE WITH THE 2017 FLORIDA BUILDING CODE.

ITEM TITLE: (FIRST READING AND PUBLIC HEARING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REDESIGNATE APPROXIMATELY 1.3 ACRES +/- FROM THE PUBLIC/SEMI-PUBLIC FUTURE LAND USE CATEGORY, TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY; LOCATED AT 25071 CHAMBER OF COMMERCE DRIVE, STRAP NUMBER 21-47-25-B2-00001.1090, BONITA SPRINGS, FLORIDA 34135; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

REQUESTOR: Mike Fiigon II, Senior Planner, Community Development

AGENDA SECTION: Public Hearings – Zoning and Land Use

STRATEGIC PRIORITY:

BACKGROUND: The property (25071 Chamber of Commerce Drive) is a fully-developed site complete with a ~6,000sf building, parking, access, and landscaping. It was the prior location of the City of Bonita Springs Chamber of Commerce and was constructed pursuant to Lee County Development Order 94-03-047-00D and received its certificate of compliance in 1995.

The Applicant has filed this amendment request in order to utilize the existing site for an ophthalmology clinic (Group I Healthcare Facility). The current zoning (CN-2) would allow for the business, but the Public-Semi Public future land use category would restrict uses to government operations, non-profits, and public or private utilities. This land use category was appropriate while the Chamber of Commerce was active on-site, however, they have since ceased operations and have sold the property.

Approval of this amendment would allow for the adaptive reuse of an existing building and site, with the understanding that the Applicant is responsible for site upgrades to landscaping and sidewalk access. The change in category would not have a negative impact on surrounding properties, as the majority are within the requested General Commercial future land use (see exhibit).

Due to the small scale of this request, the case does not require transmittal to the State (Department of Economic Opportunity [DEO]), but it does require two hearings in front of City Council.

The Local Planning Agency (LPA) heard the case on May 22, 2025 and voted unanimously to approve the request 5-0 (meeting minutes attached).

STAFF RECOMMENDATION: Move to Second Reading

ATTACHMENTS:

1. Draft Ordinance (prepared by City Attorney)
2. LPA Meeting Minutes (May 27, 2025)
3. Adopted Future Land Use Map
4. Future Land Use Designations for Surrounding Area (Current and Proposed)
5. Policy 1.1.14 General Commercial Future Land Use Category
6. Legal Description and Boundary Survey

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 2025 –

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REDESIGNATE APPROXIMATELY 1.3 ACRES +/- FROM THE PUBLIC/SEMI-PUBLIC FUTURE LAND USE CATEGORY, TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY; LOCATED AT 25071 CHAMBER OF COMMERCE DRIVE, STRAP NUMBER 21-47-25-B2-00001.1090, BONITA SPRINGS, FLORIDA 34135; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bonita Springs, Florida recognizes the need to plan for orderly growth and development; and

WHEREAS, Chapter 163, Florida Statutes provides for amendment to adopted Comprehensive Plan; and

WHEREAS, City Council for the City of Bonita Springs adopted the City of Bonita Springs Comprehensive Plan, as amended, in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the applicant Mark King desires to amend the City's Future Land Use Map to redesignate approximately 1.3 acres (+/-) of property located at 25071 Chamber of Commerce Drive from Public/Semi-Public to General Commercial; and

WHEREAS, the proposed amendment to the Future Land Use Map, attached hereto as Exhibit "A", will promote and protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan; and

WHEREAS, the City has received and reviewed the proposed Amendment CPA24-117458-BOS to the City's Comprehensive Plan, and said proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting on May 22, 2025, who unanimously recommended approval, and

WHEREAS, the City Council finds that that the proposed amendment complies with the requirements of Chapter 163, Part II, Florida Statutes, and that the proposed amendments is consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

WHEREAS, the City Council of Bonita Springs adopted, pursuant to Chapter 163, Part II, Florida Statutes, after holding statutorily prescribed public hearings for the adoption of the small-scale amendment being proposed including a first reading on June

18, 2025, now comes for a final adoption hearing on said proposed amendments as more particularly set forth herein.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Adoption. The City of Bonita Springs Comprehensive Plan is hereby amended, which amendment consists of revising the Future Land Use Map, which is further described as Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective in accordance with Section 163.3187, Florida Statutes.

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

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Fitzpatrick
Gibson
Purdon

Fullick
Bogacz
Corrie

Date filed with City Clerk: _____

**City of Bonita Springs
Local Planning Agency
Draft Meeting Minutes**

May 22, 2025
9:00 A.M.

1. **Call to Order** - *Chairman Steve Lohan called the meeting to order at 9:00 a.m.*
2. **Pledge of Allegiance** - *Chairman Lohan led the Pledge of Allegiance.*
3. **Roll Call** - *The City Clerk called the roll:*
Present: 5 Chairman Lohan, Members Maturo, Colapietro, Dhooghe, and Townsend
Absent: 2 Members Lombardo and Hartford were excused
4. **Approval of Agenda** - *Motion made by Member Townsend to approve the agenda; seconded by Member Dhooghe. The motion carried unanimously by members present.*
5. **Public Comment** - *Chairman Lohan called for public comment; seeing none, he announced that there will be additional opportunities for public comment after each case presentation.*
6. **Review of the following comprehensive plan amendments for consistency with the City of Bonita Springs Comprehensive Plan:**

**A. Case Name: TYSON EYE CENTER COMPREHENSIVE PLAN AMENDMENT
(CPA24-117458-BOS)**

TO AMEND THE CITY OF CONITA SPRINGS FUTURE LAND USE MAP TO RE-DESIGNATE APPROXIMATELY 1.3 ACRES (+/-) OF PROPERTY LOCATED AT 25071 CHAMBER OF COMMERCE DRIVE FROM PUBLIC/SEMI-PUBLIC TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY.

Mr. Mike Fiigon, Senior Planner with Community Development, presented a summary of the applicant's request. This is an existing building and site which used to be the Chamber of Commerce office site. The purpose of the proposed map amendment is to provide for the adaptive reuse of an existing building to a medical office. The current zoning of the property allows for medical office use, but the current future land use designation of Public/Semi-Public does not. The application was reviewed for consistency with the Comprehensive Plan, and no inconsistencies were identified.

Next, Mr. Tom Slaughter, with Land Smart LLC, presented on behalf the applicant. Mr. Slaughter stated the building is currently vacant, there are no variances or site changes needed. There will be sidewalk and landscape upgrades. The applicant is asking to align the land use designation with the existing permitted use with a few improvements. Mr. Slaughter stated the neighborhood commercial zoning already exists with no impacts to the neighboring community and is consistent and compatible with the land use. Two public meetings were held, 10/03/24 and 03/06/25, with no members of the public attending either. (Copy of the staff report on file in the City Clerk's office).

Motion and Vote

*Member Colapietro made a motion to approve the request to amend the land use based on consistency with the Comprehensive Plan, seconded by Member Townsend. The City Clerk recorded the vote by roll call; **the motion carried 5-0.***

B. Case Name: WATER SUPPLY PLAN UPDATE (CPA25-119662-BOS)

TO AMEND THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN TO UPDATE THE CITY OF BONITA SPRINGS 10-YEAR WATER FACILITIES SUPPLY WORK PLAN AS REQUIRED BY STATE LAW.

John Dulmer, Community Development Director, presented a summary of the application, stating this is 10-year water supply facilities work plan update that is required by Florida Statute. Staff worked with Bonita Springs Utilities to obtain current, updated information. (Copy of the staff report on file in the City Clerk's office).

Motion and Vote

*Member Townsend made a motion to approve transmittal to the State, seconded by Member Dhooche. The City Clerk recorded the vote by roll call; **the motion carried 5-0.***

7. Approval of minutes from the LPA meeting held on May 16, 2024

*Member Townsend made a motion to approve the minutes; seconded by Member Colapietro. **The motion carried 5-0.***

In other business, Mr. Dulmer recognized former LPA Board Member Rex Sims, who recently passed away, for his contributions while on the Board. Also, the City Clerk reminded members that their yearly ethics disclosure must be submitted through the State Ethics Commission online system by July 1, 2025.

8. Adjournment - There being no further business, Chairman Lohan adjourned the meeting at 9:20 A.M.

PREPARED BY:

Teresa C. Grimes

APPROVED BY THE LOCAL PLANNING AGENCY

Date: _____

AUTHENTICATED:

Steve Lohan, Chairman

CPA24-117458-BOS

Bonita Plan

Future Land Use Map Amendment

Expedited State Review Process



Privately Sponsored Application and Staff Analysis

*City of Bonita Springs
Planning Division
9220 Bonita Beach Road, Suite 109
Bonita Springs, Florida
(239) 444-6150*

LPA Public Hearing Date: May 22, 2025

City Council Adoption Date: XXXX, 2025

Project Name: Tyson Eye Comprehensive Plan Map Amendment

*City of Bonita Springs
Planning and Zoning Division*

**STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT**

CPA24-117458-BOS

☐ **Text Amendment**

☒ **Map Amendment**

This Document Contains the Following Reviews:	
☒	Staff Review
☒	Local Planning Agency Review and Recommendation
	City Council Transmittal Hearing Stage
	City Council Hearing for Adoption Stage

STAFF REPORT PREPARATION DATE: April 28, 2025

PART I- BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. APPLICANT/REPRESENTATIVE:

Applicant: Mark King
Agent: Tom Slaughter

- 2. REQUEST:** To amend the Future Land Use Map to redesignate approximately 1.3 acres +/- from the Public/Semi-Public Future Land Use Category, to the General Commercial Future Land Use Category.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

- a. **RECOMMENDATION:** Staff recommends that the Local Planning Agency (LPA) and City Council vote to adopt the proposed Map Amendment, as requested.

b. BASIS AND RECOMMENDED FINDINGS OF FACT:

- A. The property, with a vacant building, is located at 25071 Chamber of Commerce Drive, STRAP No. 21-47-25-B2-00001.1090 (“Property”). The applicant is requesting a Map Amendment for the approximately 55,000 +/- square-foot parcel, from Public/Semi-Public to General Commercial, for the use of an ophthalmology clinic (Group I Healthcare Facility), which is consistent with the current commercial zoning designation of Neighborhood Commercial (CN-2).
- B. The proposed Map Amendment would be consistent and compatible with the existing uses in the surrounding area, which includes a fire station to the north, a bank and medical office to the south, a BSU water facility to the east, and various retail, office and restaurant uses on the west side of the US 41/Tamiami Trail right-of-way.
- C. The site was approved for development by Lee County in 1994, pursuant to Development Order Case Number 94-03-047-00D and received its certificate of compliance in 1995.
- D. The site was used as the Bonita Springs Chamber of Commerce and was sold in July of 2024.
- E. The proposed Map Amendment would facilitate the use of the existing building and site upgrades such as additional landscaping and sidewalk connections.
- F. The Applicant has provided letters of service availability from the Bonita Springs Fire Control and Rescue District, Bonita Springs Utilities, the Lee County Sheriff’s Office, Lee County Solid Waste, and Lee County Transit (Lee Tran).
- G. The Applicant held the required neighborhood information meetings and no concerns were raised.
- H. Since the property is already fully developed, the impact analysis that is done as part of a request for a map change is narrowly-focused, but is provided in Part C of this Staff Report.

C. SUMMARY/BACKGROUND DISCUSSION:

HISTORY OF THE SUBJECT PROPERTY

The Property is located at 25071 Chamber of Commerce Drive. It was developed in 1994 with approval from Lee County and received a certificate of compliance in 1995. Since then, it was used as a Chamber of Commerce office and meeting site. The property was sold in 2024 and is intended to be used as an ophthalmology office, pending approval of this future land use map change. The current zoning of the property (Neighborhood Commercial, CN-2) allows for the medical office use, but the current future land use designation of Public/Semi-Public does not. With this being the case, the Applicant submitted an application for a map change, which is the appropriate path. The application was reviewed by Staff and the findings are contained in this report.

EXISTING CONDITIONS

The Property is developed with a 6,000sf building, parking, access and landscaping. The building is currently vacant but had previously served as the Chamber of Commerce for Bonita Springs. There are utilities available to service the site and the Applicant has provided letters of service availability from Bonita Springs Utilities, Bonita Springs Fire Control & Rescue District, Lee County Sheriff's Department, Lee County Solid Waste, and Lee County Transportation (LeeTran).

EXISTING FUTURE LAND USE DESIGNATION, ZONING, AND EXISTING LAND USE

The existing future land use category is Public/Semi-Public which states the following:

***Policy 1.1.18: Public and Semi-public** - Intended to recognize existing locations of, and provide sites for, public and semi-public uses such as institutional or governmental buildings, schools, libraries, non-profit recreational facilities, and public and private utilities within the approximately 151 acres of gross land area in the land use category.*

The prior use of the property as the Chamber of Commerce was consistent with this Policy. The current zoning designation for the Property is Neighborhood Commercial (CN-2), which in addition to allowing the Chamber operation would also allow medical uses, such as the proposed ophthalmologist business.

SURROUNDING ZONING AND LAND USE

To the north is Bonita Springs Fire Station #23, which is zoned Community Facilities (CF-3). To the south is a bank, zoned Commercial (CN-2), and a medical office zoned Commercial (CC). To the east is a portion of the water reclamation facility for Bonita Springs Utilities (BSU), zoned Commercial (CT, CN-2) and Industrial (IL) respectively. To the west is the right-of-way of Chamber of Commerce Drive, the right-of-way of US 41/S. Tamiami Trail, and various retail and restaurant uses zoned Commercial Planned Development (CPD). The proposed modification of the future land use category would not have deleterious effects on the surrounding properties.

APPLICANT DATA AND ANALYSIS

The Applicant's data and analysis is included in the staff report back-up.

PART II- STAFF ANALYSIS

SUMMARY

The request is to amend the future land use designation for the Property, from Public/Semi-Public to the General Commercial designation.

The Public/Semi-Public category states the following:

Policy 1.1.18: Public and Semi-public - Intended to recognize existing locations of, and provide sites for, public and semi-public uses such as institutional or governmental buildings, schools, libraries, non-profit recreational facilities, and public and private utilities within the approximately 151 acres of gross land area in the land use category.

The category was appropriate for the previous use as the City's Chamber of Commerce. However, even when operating as the Chamber, the zoning category (CN-2) has an allowance for a multitude of non-governmental commercial uses that would have been prohibited under the future land use category.

The proposed category of General Commercial states the following:

Policy 1.1.14: General Commercial - Intended to accommodate a wide range of commercial uses serving the general population of the City. This designation recognizes, but is not specifically limited to, properties that have been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan.

- a. *Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre within the approximately 1,468 acres of gross land area in the land use category; and mixed residential and commercial use in planned developments.*
- b. *If affordable housing is provided, residential density may be increased by up to five additional units per acre.*
- c. *Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves except that no new structures or modification of existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.*
- d. *Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.*

Redesignating the property to the General Commercial future land use category would allow a wider variety of commercial uses consistent with the zoning designation, including an ophthalmology clinic/eye care center, which is what is being proposed by the Applicant.

As part of the analysis of the request, staff analyzed multiple sections of the City's Comprehensive Plan, as outlined below.

TRANSPORTATION ELEMENT

The Property fronts Chamber of Commerce Drive, a fully constructed city-maintained roadway that provides access to US 41/South Tamiami Trail. Similar to the fire station to the north (Fire Station #23), the subject Property will be responsible for providing a sidewalk from the site to connect to US 41.

INFRASTRUCTURE ELEMENT: POTABLE WATER & SANITARY SEWER SUB ELEMENTS

The Property has water/sewer availability and is located within the Bonita Springs Utilities (BSU) franchise area, which demonstrates consistency with the Potable Water Sub Element and the Sanitary Sewer Sub Element of the Comprehensive Plan. A letter of service availability was provided by BSU stating that they have the capacity to serve the estimated 1,150 gallons per day usage of the proposed use of the property. Since no reuse water is available for the site, potable water would also be used for irrigation purposes.

CONSERVATION/COASTAL MANAGEMENT ELEMENT

The Property is located within the Coastal Management Area (CMA), as shown on CMA Map Figure 7 within the administrative section of the Comprehensive Plan. However, the Applicant is proposing to use the existing site and building and doing so would not be in conflict with Objective 5.2 (Development in the Coastal Management Area) of this element.

REMAINING ELEMENTS

It is the Staff opinion that the remaining elements of Housing, Recreation, and Public School Facilities would not be applicable to this request. There are no residential uses being proposed and they would not be permitted in the current CN-2 zoning designation. The Recreation Element provides the standards for availability of City parks and open space, which would not be applicable to the request.

NOTICE OF PROPOSED ACTION:

If the Local Planning Agency finds the proposed Map Amendment to be consistent with the Comprehensive Plan, the proposed Map Amendment may be scheduled before the City Council, consistent with Section 163.3187, Florida Statutes.

CONCLUSIONS:

The purpose of the proposed Map Amendment is to provide for the adaptive reuse of an existing building to a medical office. The site is already developed and the Applicant is fully aware of the modifications that will be needed, such as a sidewalk connection to US 41/S. Tamiami Trail. The application was reviewed for consistency with the Comprehensive Plan, and no inconsistencies were identified.

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed Map Amendment to redesignate the Property from Public/Semi-Public category to the General Commercial category.

ATTACHMENTS:

- a. A copy of the adopted Future Land Use Map, City of Bonita Springs
- b. Future Land Use Designations for Surrounding Area (Current and Proposed)
- c. Policy 1.1.14, General Commercial Future Land Use Category
- d. A copy of the boundary survey for the Property
- e. Application Backup

Submitted by:

Mike Fiigon II
Senior Planner

Date: April 28, 2025

**PART III - LOCAL PLANNING AGENCY
REVIEW AND RECOMMENDATION**

DATE OF PUBLIC HEARING: May 22, 2025

A. LOCAL PLANNING AGENCY REVIEW

**B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF
FACT SUMMARY**

1. RECOMMENDATION: Approval of amendment request

2. BASIS AND RECOMMENDED FINDINGS OF FACT: See staff report

C. VOTE:

Chairman Steve Lohan AYE

Don Colapietro AYE

Daniel Dhooghe AYE

Raymond Townsend AYE

Robert Lombardo ABSENT

Jeff Maturo AYE

Tammy Hartford ABSENT

**PART IV – CITY COUNCIL
HEARING FOR ADOPTION OF PROPOSED AMENDMENT**

DATE OF PUBLIC HEARING: XXXX XX, 2025

A. CITY COUNCIL REVIEW

**B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF
FACT SUMMARY**

1. COUNCIL ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Mayor Mike Gibson _____

Jamie Bogcaz _____

Jesse Purdon _____

Laura Carr _____

Chris Corrie _____

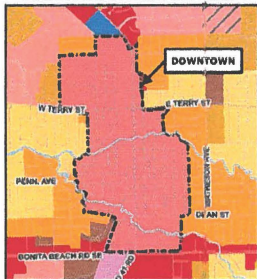
Nigel Fullick _____

Jim Fitzpatrick _____

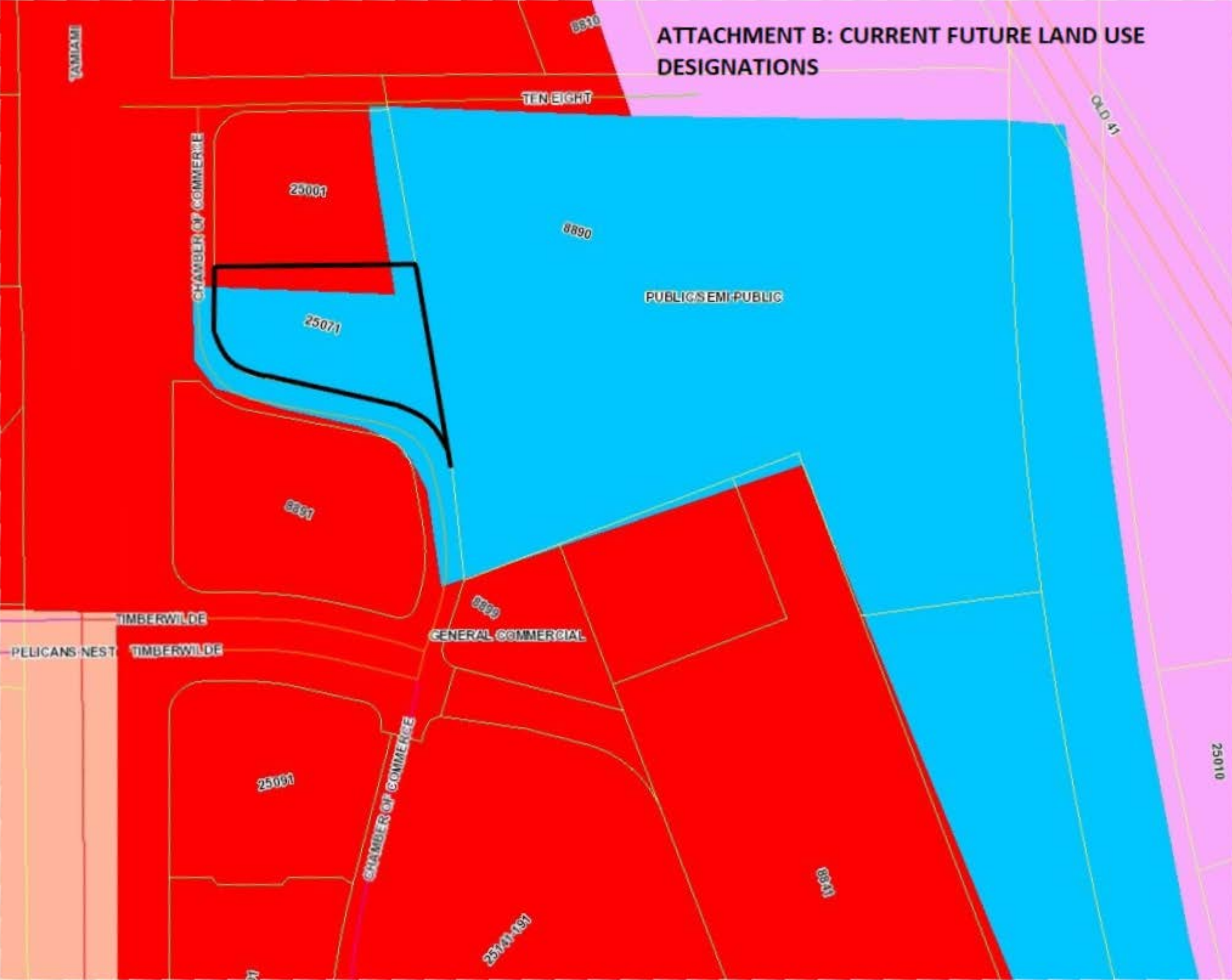
CITY OF BONITA SPRINGS FUTURE LAND USE MAP 2040



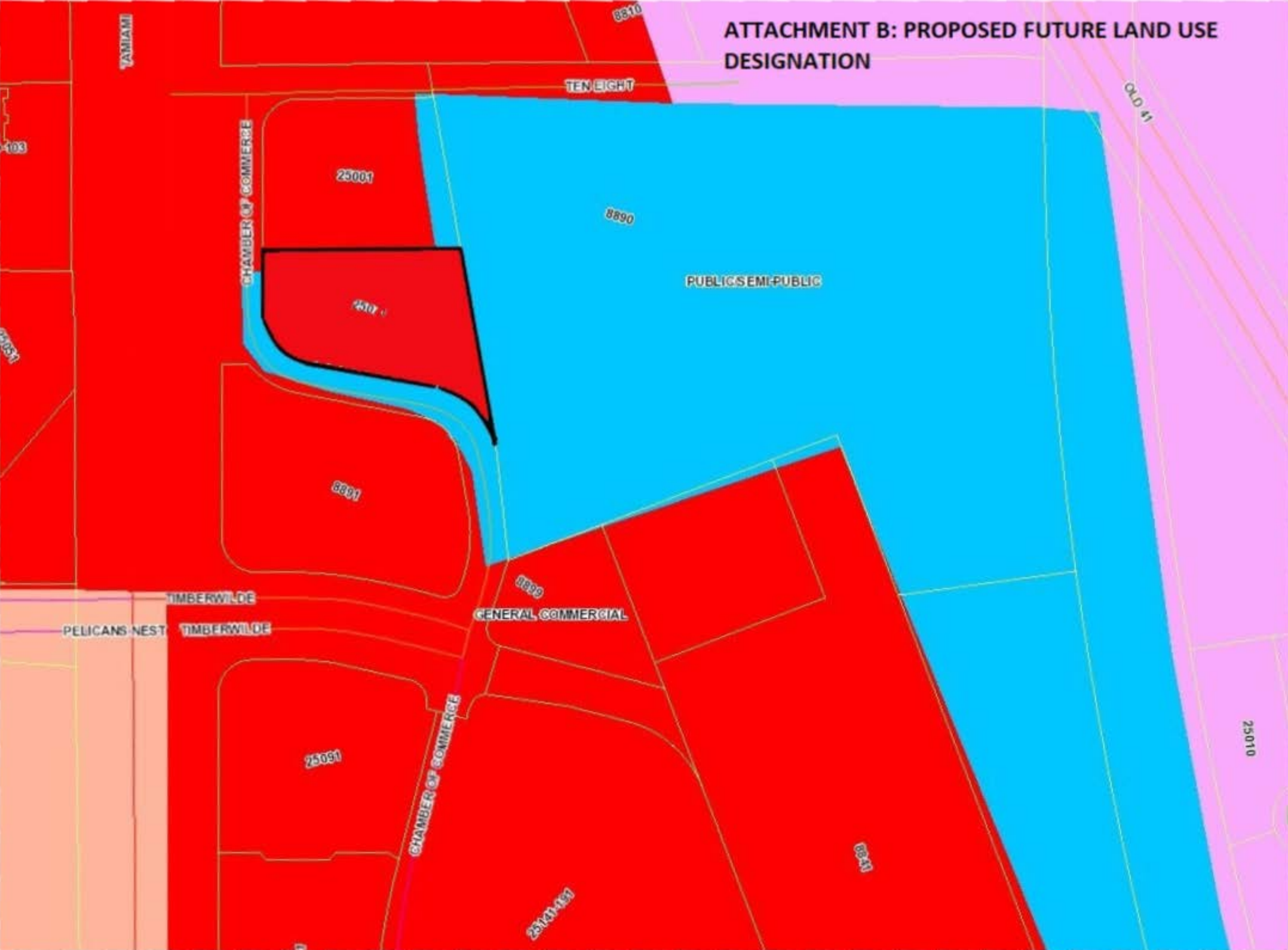
DOWNTOWN OVERLAY DISTRICT



ATTACHMENT B: CURRENT FUTURE LAND USE DESIGNATIONS



ATTACHMENT B: PROPOSED FUTURE LAND USE DESIGNATION

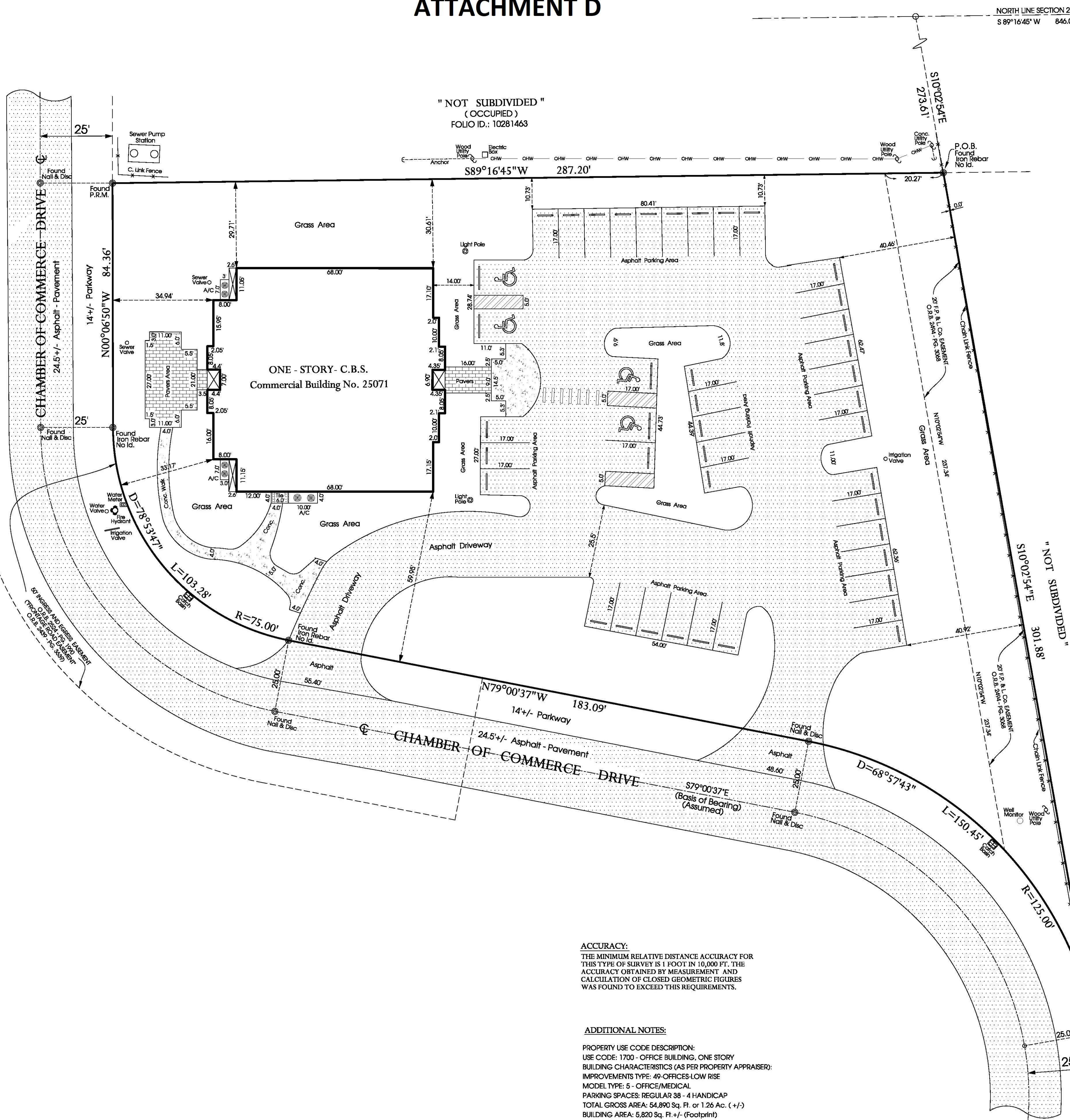
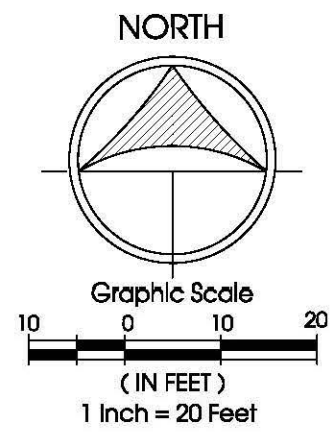


ATTACHMENT C

Policy 1.1.14: General Commercial - Intended to accommodate a wide range of commercial uses serving the general population of the City. This designation recognizes, but is not specifically limited to, properties that have been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan.

- a. *Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre within the approximately 1,468 acres of gross land area in the land use category; and mixed residential and commercial use in planned developments.*
- b. *If affordable housing is provided, residential density may be increased by up to five additional units per acre.*
- c. *Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves except that no new structures or modification of existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.*
- d. *Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.*

ATTACHMENT D



LEGAL DESCRIPTION:

FOUO No.: 21-47-25-B2-00001-1090

ALL THAT PART OF SECTION 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE ALONG THE NORTH LINE OF SAID SECTION 21, SOUTH 89°16'45" WEST 846.01 FEET; THENCE LEAVE SAID SECTION LINE SOUTH 10°02'54" EAST 373.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID LINE SOUTH 10°02'54" EAST 301.88 FEET TO A POINT OF CURVE; THENCE NORTHERLY AND NORTHWESTERLY 150.45 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 68°57'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°31'46" WEST 141.53 FEET; THENCE NORTH 79°00'37" WEST 183.09 FEET; THENCE NORTHWESTERLY AND NORTHERLY 103.28 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE 78°53'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 39°33'44" WEST 95.31 FEET; THENCE NORTH 00°06'50" WEST 84.36 FEET; THENCE NORTH 89°16'45" EAST 287.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

BEARINGS ARE BASED ON THE NORTH LINE OF SAID SECTION 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING SOUTH 89°16'45" WEST.

PROPERTY ADDRESS:

25071 CHAMBER OF COMMERCE DRIVE, BONITA SPRINGS, FLORIDA 34135

FLOOD ZONE INFORMATION:

FLOOD ZONE: "X" COMMUNITY: 120680 PANEL: 0593
DATE OF FIRM: 11-17-2022 SUFFIX: H ELEVATION: N/A

CERTIFY TO:

NAPLES SURGERY CENTER, INC.
DAVIES DUKE, PLLC
CHICAGO TITLE INSURANCE COMPANY
FINEMARK NATIONAL BANK & TRUST
ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR.

GENERAL NOTES:

- LEGAL DESCRIPTION PROVIDED BY: CHICAGO TITLE INSURANCE COMPANY.
- UNDERGROUND PORTION OF FOOTING, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- ONLY VISIBLE ABOVE GROUND IMPROVEMENTS LOCATED.
- WALL TIES ARE TO THE FACE OF THE WALL.
- FENCE OWNERSHIP NOT DETERMINED.
- BEARINGS REFERENCED TO LINE NOTED AS B.R.
- NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
- NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYORS EMBOSSED SEAL.
- DIMENSIONS SHOWN ARE PER PLAT AND MEASURED IN THE FIELD UNLESS OTHERWISE SHOWN.
- ELEVATIONS IF SHOWN ARE BASED UPON N.A.V.D. 1988 UNLESS OTHERWISE NOTED.
- THIS IS AN ALTA/NSPS SURVEY UNLESS OTHERWISE NOTED.
- THIS ALTA/NSPS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.
- THE EXCEPTIONS OF SCHEDULE B-41 PREPARED BY: CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE: MAY 22nd, 2024 AT 08:00 A.M., (REVISION NUMBER: REVISION 1 - NCR - 06/27/2024) COMMITMENT NO. 11804384, ISSUING OFFICE: CHICAGO TITLE INSURANCE COMPANY, 33010 BONITA BEACH RD SW, #213, BONITA SPRINGS, FL 34135, FURNISHED TO THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER TO SHOW ANY MATTER OF RECORDING AFFECTING THE SUBJECT PROPERTY AS FOLLOWS:
ITEM No. 1) ONLY ITEMS LISTED ON TITLE COMMITMENT NUMBER 11804384, DATED 06/22/2024 WERE REVIEWED; THE EXISTENCE OF ADDITIONAL RECORDED OR UNRECORDED INSTRUMENTS, EASEMENTS AND/OR RESOLUTIONS NOT AVAILABLE TO SURVEYOR MAY EXIST AND ARE NOT DEPICTED IN THIS SKETCH.
- ITEM No. 2) NOT A SURVEY MATTER.
- ITEM No. 3A) ENCROACHMENTS IF ANY ARE SHOWN ON THE ATTACHED SKETCH.
- ITEM No. 3B) NOT A SURVEY MATTER.
- ITEM No. 3C) NOT A SURVEY MATTER.
- ITEM No. 3D) NOT A SURVEY MATTER.
- ITEM No. 4) ITEM NOT PLOTTABLE.
- ITEM No. 5) NOT A SURVEY MATTER.
- ITEM No. 6) O.R. BOOK 1846, PAGE 4024; O.R. BOOK 1898, PAGE 164; O.R. BOOK 1936, PAGE 2154; O. INSTRUMENT NUMBER: 2005000010883 IN THE PUBLIC RECORDS OF LEE COUNTY WERE REVIEWED; SAID DOCUMENTS ENCUMBER SUBJECT PROPERTY. NOT A SURVEY MATTER. ITEM NOT PLOTTABLE.
- ITEM No. 7) O.R. BOOK 1946, PAGE 4725 OF THE PUBLIC RECORDS OF LEE COUNTY WERE REVIEWED. NOT A SURVEY MATTER.
- ITEM No. 8) O.R. BOOK 2028, PAGE 2371; O.R. BOOK 2628, PAGE 1135 OF THE PUBLIC RECORDS OF LEE COUNTY WERE REVIEWED. NOT A SURVEY MATTER.
- ITEM No. 9) O.R. BOOK 2123, PAGE 2653; O.R. BOOK 2398, PAGE 3279; O.R. BOOK 3463, PAGE 3937 OF THE PUBLIC RECORDS OF LEE COUNTY WERE REVIEWED. NOT A SURVEY MATTER.
- ITEM No. 10) O.R. BOOK 2356, PAGE 4168 OF THE PUBLIC RECORDS OF LEE COUNTY WAS REVIEWED. NOT A SURVEY MATTER.
- ITEM No. 11) O.R. BOOK 2439, PAGE 3639; O.R. BOOK 2624, PAGE 1988 OF THE PUBLIC RECORDS OF LEE COUNTY ENCUMBERS SUBJECT PROPERTY (50' INGRESS AND EGRESS EASEMENT).
- ITEM No. 12) O.R. BOOK 2440, PAGE 3740; O.R. INSTRUMENT NUMBER 201200025083 OF THE PUBLIC RECORDS OF LEE COUNTY DOES NOT AFFECTS SUBJECT PROPERTY.
- ITEM No. 13) O.R. BOOK 2487, PAGE 2834 OF THE PUBLIC RECORDS OF LEE COUNTY AFFECTS SUBJECT PROPERTY (NOTICE OF LOT SPLIT APPROVAL).
- ITEM No. 14) O.R. 2494, PAGE 3068 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA AFFECTS SUBJECT PROPERTY; 20' FLORIDA POWER & LIGHT EASEMENT AS SHOWN ON THE ATTACHED SKETCH.
- ITEM No. 15) O.R. 2494, PAGE 3071 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA AFFECTS SUBJECT PROPERTY; 20' FLORIDA POWER & LIGHT EASEMENT AS SHOWN ON THE ATTACHED SKETCH.
- ITEM No. 16) O.R. BOOK 2508, PAGE 2575 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA ENCUMBERS SUBJECT PROPERTY; NOT A SURVEY MATTER.
- ITEM No. 17) O.R. BOOK 2523, PAGE 3262 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA ENCUMBERS SUBJECT PROPERTY; ITEM NOT PLOTTABLE (DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS).
- ITEM No. 18) O.R. INSTRUMENT NUMBER 20180001089700F OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA AFFECTS SUBJECT PROPERTY (NOTICE OF A LIMITED DEVELOPMENT ORDER APPROVAL).
- ITEM No. 19) ITEM NOT PLOTTABLE. NOT A SURVEY MATTER (LEE COUNTY ORDINANCE 11-03 AND 11-27, PROVIDING FOR MANDATORY SOLID WASTE COLLECTION).
- ITEM No. 20) NOT A SURVEY MATTER. ITEM NOT PLOTTABLE (RIGHT OF TENANTS).
- POINT OF INTEREST: FENCE IS OVER 20' F.P. & L. Co. EASEMENT AND CROSSES LOT LINE. DRIVEWAY EXTENDS BEYOND BOUNDARY LIMITS.

ACCURACY:

THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FT. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF CLOSED GEOMETRIC FIGURES WAS FOUND TO EXCEED THIS REQUIREMENTS.

ADDITIONAL NOTES:

PROPERTY USE CODE DESCRIPTION:
USE CODE: 1700 - OFFICE BUILDING, ONE STORY
BUILDING CHARACTERISTICS (AS PER PROPERTY APPRAISER):
IMPROVEMENTS TYPE: 49-OFFICES/LOW RISE
MODEL TYPE: 5 - OFFICE/MEDICAL
PARKING SPACES: REGULAR 38 - 4 HANDICAP
TOTAL GROSS AREA: 54,890 Sq. Ft. or 1.26 Ac. (+/-)
BUILDING AREA: 5,820 Sq. Ft. +/- (Footprint)

ABBREVIATIONS AND LEGEND:			
CONC.	=DENOTES CONCRETE	CL	=DENOTES CLEAR
R/W	=DENOTES RIGHT - OF - WAY	W.P.P.	=DENOTES WOOD POWER POLE
Q	=DENOTES CENTERLINE	ELEV.	=DENOTES ELEVATION
P.B.	=DENOTES PLAT BOOK	W	=DENOTES WATER METER
PG.	=DENOTES PAGE	W	=DENOTES WOOD POWER POLE
INV.	=DENOTES INVERT	OH	=DENOTES OVERHEAD WIRES
U.P.	=DENOTES UTILITY POLE	⊙	=DENOTES FOUND IRON PIPE (NO ID.)
W.P.	=WITNESS POST		

ALTA/NSPS LAND TITLE SURVEY

Scale: 1" = 20'

NOTE:

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSE SURVEYOR AND MAPPER.

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORDED AND MEASURED UNLESS OTHERWISE NOTED. LIABILITY OF THIS SURVEY IS LIMITED TO THE FEE CHARGED TO PRODUCE.

CERTIFICATION:

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS "ALTA/NSPS LAND TITLE SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPER IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Guillermo A. Guerrero

Digitally signed by Guillermo A. Guerrero
Date: 2024.07.30 16:11:44 -04'00'

SIGNED
GUILLERMO A. GUERRERO

FOR THE FIRM
P.S.M. No. 6453-STATE OF FLORIDA

ONLINE LAND SURVEYORS, INC.

PROFESSIONAL SURVEYOR AND MAPPER
6175 NW 153rd STREET, SUITE #401, Miami Lakes, FL, 33014
PHONE: (305) 910-0123

L.B. No. 7904

ALTA/NSPS LAND TITLE SURVEY

Original Date:	Field date:	Revision Date:	Drawn by:	Job No.
07/25/2024	07/23/2024	07/30/2024	M.F.	O-114023



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

**City of Bonita Springs
City Council
(Draft) Meeting Minutes**

June 4, 2025
5:30 p.m.

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

2. Invocation - *Provided by Mayor Gibson.*

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

5. Public Comment on Agenda Items

The following individuals commented on Item 8A, in support of a fishing pier: Ron George; Kyle Moran; and Meghan Harris.

6. Ceremonial Presentations and Proclamations:

A. Recognition of the Bonita Springs Soccer League's 2025 Mayor's Cup championship team, Juventud Independiente. (Mayor Gibson)

Members of the championship team, joined by family members and representatives of the Bonita Springs Soccer League, were present for the recognition.

7. Consent Agenda Items:

*Council Member Corrie motioned to approve the items on the Consent Agenda; seconded by Council Member Carr. **The motion carried 7-0.***

- A. Approve minutes from the regular City Council meeting held on May 21, 2025.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton.
- D. Approve contract with America StructurePoint for Engineering Design Services for Paradise Road Bike/Pedestrian Improvement Project. (Green Sheet 25-06-131)

- E. Approve amendment #2 to purchase agreement 2025-001QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-06-132)
- F. Approve temporary road closures and special event permit for 4th of July “Star-Spangled Bonita” and Parade on Friday, July 4, 2025. (Green Sheet 25-06-133)
- G. Approve a request to release a Unity of Title, recorded in the Official Records of Lee County, restoring two combined platted lots to their original separate status, and authorize the Mayor, City Attorney, and staff to execute a release document. (Green Sheet 25-06-134)

8. Mayor and Council Member Items:

- A. Discussion on enhancing public fishing amenities in the City, including the potential construction of a dedicated fishing pier. (Purdon, Green Sheet 25-06-135)

Deputy Mayor Purdon opened the discussion, recalling that the idea for a fishing pier was previously explored by City Council in 2015 and 2016, with a study conducted at that time. He stated that a fishing pier would be a special addition to the community that would be valued for generations. Given the lengthy permitting timeline required for such a project, he proposed revisiting the ten-year-old study and starting the process of identifying potential sites.

Nicole Perino, Parks Director, provided historical background on the 2015 study, stating it was a Water Access Feasibility Study. She will provide Council members with a copy.

Council members expressed support for the proposal and, by consensus, agreed to move forward.

9. City Attorney Items:

City Attorney Rooney provided a status update on his review of advisory boards, which includes exploring the potential consolidation of the land use boards, as well as amendments to the advisory board administrative code. He is working with the City Clerk, and will present recommendations at an upcoming meeting.

Additionally, he noted that the next Council agenda will include a draft Interlocal Agreement with Lee County, for the administration of Opioid Settlement funds received by the City.

10. City Manager Items:

- A. Update on hurricane recovery efforts.

Assistant City Manager Matt Feeney asked John Dulmer, Director of Community Development, to provide an update on plans for a City Council Workshop focused on the Future Land Use Map. Director Dulmer announced the tentative date for this workshop is August 6 (before the 5:30 pm Regular City Council meeting). More information about the workshop, including a firm date and time, will be forthcoming.

11. Mayor and Council Member Reports

The Mayor and Council Members commented on the moving and well-attended Memorial Day Ceremony held on May 26. They also expressed appreciation to retired Navy Admiral Christopher Murray who served as the guest speaker, as well as to the Veterans Advisory Committee and all those who contributed to organizing and executing the event.

Council Member Corrie - Congratulated Herc Rental, headquartered in Bonita Springs, on the company's growth following a recent acquisition.

Council Member Carr - Reported on the recent SWFL, Inc. State of the Region address.

Mayor Gibson - Reported on the Elementary School Renovation kick-off ceremony, held on May 30.

12. Public Comment - None

13. Adjournment - Mayor Gibson announced the following City Council meetings scheduled for June 18, 2025: 4:00 pm, City Council Budget Workshop and 5:30 pm, Regular City Council Meeting.

There being no further business, the meeting adjourned at 6:06 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) Government Transparency and Efficiency

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. 25-065 issued on June 2, 2025
2. Resolution No. 25-067 issued on June 9, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-065**

**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 2nd day of June, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 6/2/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-067**

**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:

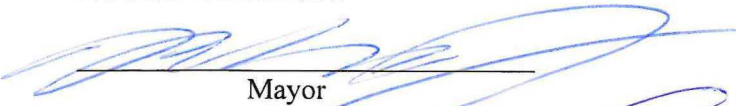
Section 1. The recitals above are hereby incorporated herein.

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 9th day of June, 2025.

AUTHENTICATION:

_____
Mayor

_____
City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 6/9/25

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) Government Transparency and Efficiency

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. 25-066 issued on June 2, 2025
2. Resolution No. 25-068 issued on June 9, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-066**

**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 2nd day of June, 2025.

AUTHENTICATION:

_____
Mayor

_____
City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 6/2/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-068**

**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:

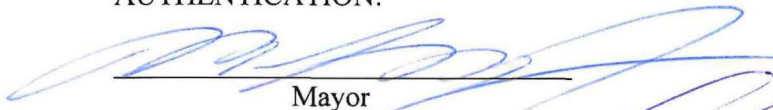
Section 1. The recitals above are hereby incorporated herein.

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 9th day of June, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 6/9/25

ITEM TITLE: Approve Amendment #3 to Quinn/Downs/Dean West of Imperial Parkway Infrastructure Purchase Agreement 2024-003QDD, extending the property acquisition closing date from June 30, 2025 to August 29, 2025.

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 extended the closing date from April 16, 2025 to June 30, 2025. Amendment #3 will extend the closing date from June 30, 2025 to August 29, 2025. The additional time is required so the City can work with Florida Commerce to incorporate this parcel in the retention pond on the eastern area of the project. The purchase price of the property is \$250,000 and will be paid from CIP account number 30.250.538.6810 (Quinn/Downs/Dean Infrastructure Grant Program).

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

STAFF RECOMMENDATION: Approve amendment #3 for a time extension

ATTACHMENTS:

1. Amendment #3 to Agreement 2024-003QDD
2. Senate Bill 966

REVIEWERS:

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



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

AMENDMENT THREE

AGREEMENT FOR PURCHASE

THIS THIRD AMENDMENT TO THE PURCHASE AGREEMENT made this ____ of _____, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (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 June 30, 2025, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time) on or before August 29, 2025.**
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement Amendment #2 executed on April 16, 2025 (BSC 25-04-071) marked as Exhibit B, Amendment #1 executed on February 19, 2025 (BSC 25-02-029) marked as Exhibit C and the fully executed Purchase Agreement on December 18, 2024 (BSC 24-11-275) marked as Exhibit D, is made a part of this Amendment.

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

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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 #2 (BSC 25-04-071)

Includes

Amendment #1 (BSC 25-02-029)

Purchase Agreement (BSC 24-12-275)





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 16 of April, 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-25-04-071



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]

[REDACTED]
Signature

9/16/25
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

IN WITNESS WHEREOF, the Parties have executed this Amendment, and the Bonita Springs City Council approved this Agreement on the 12th day of April, 2025.

SELLER/ [REDACTED]

Signature

Date

SELLER [REDACTED]

[REDACTED]
Signature

4/12/25
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 16 day of April, 2025.

SELLER/ [REDACTED]

Signature

Date

SELLER/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]
Clerk

[Signature]
Michael S. Gibson, Mayor

Date: 4-16-25



APPROVED AS TO FORM: _____

[Signature]
City Attorney's Office





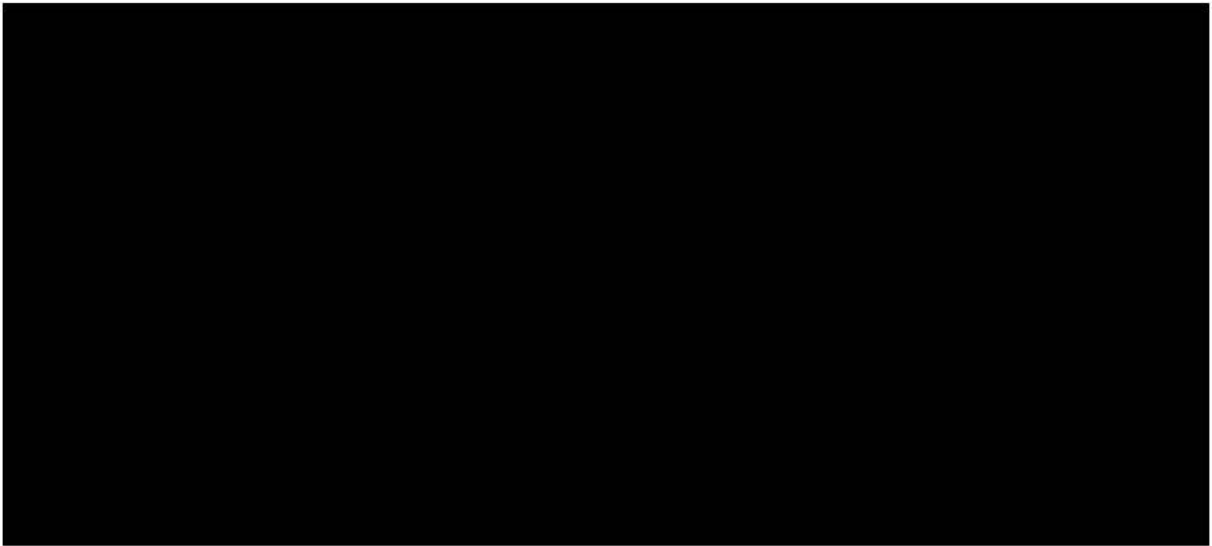
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel 1: [REDACTED] Bonita Springs, FL 34135

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





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 [REDACTED]

[REDACTED]
Signature

2/19/2025
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

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

[Signature]
Michael S. Gibson, Mayor

(Seal)

Date: 2/19/2025

APPROVED AS TO FORM:

[Signature]
City Attorney's Office





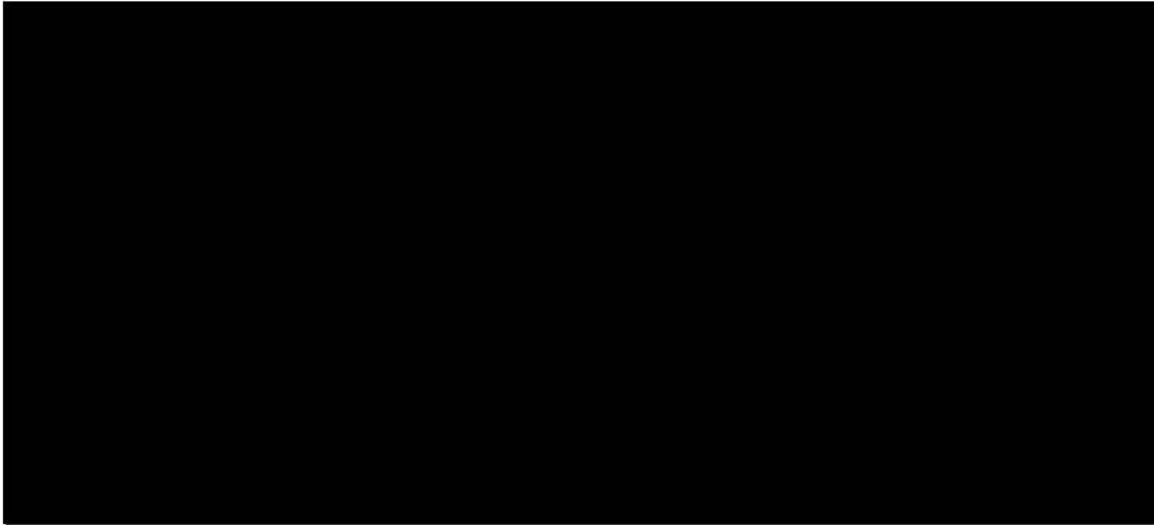
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit 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





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

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

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





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

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





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

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

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

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

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

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

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

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





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

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

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

(This section intentionally left blank.)





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

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

Seller/ [REDACTED]

[REDACTED]
Signature

12/5/24
Date

Seller/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]
Clerk

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

(Seal)

Date: 12/18/24

APPROVED AS TO FORM: _____

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]
[REDACTED] 11/21/24

BUYER/ CITY: CITY OF BONITA SPRINGS, FLORIDA

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By: [Signature]
Clerk

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

(Seal)

Date: 12/18/24

APPROVED AS TO FORM: _____
City Attorney's Office





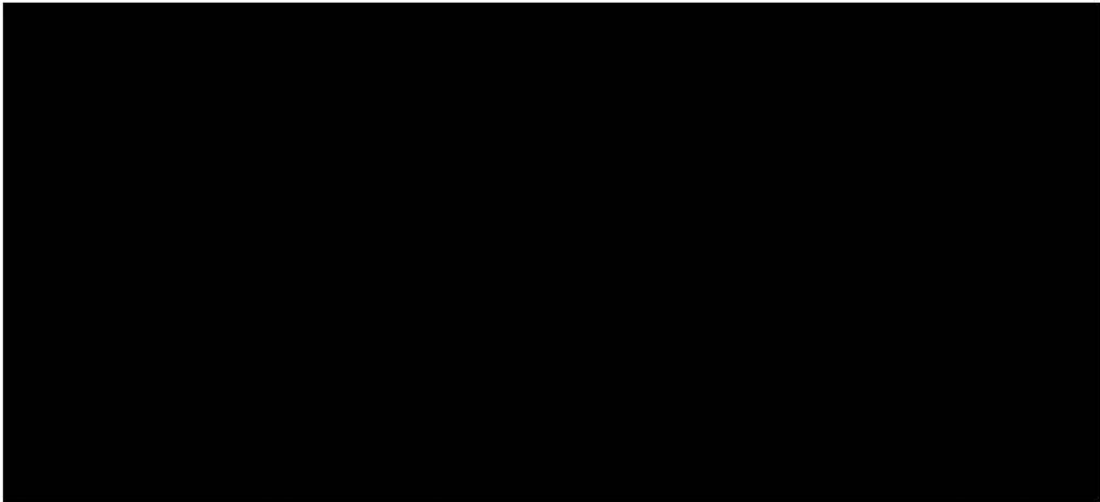
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel 1: [REDACTED] Bonita Springs, FL 34135

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





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

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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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OWNER [REDACTED]

OWNER/ [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

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





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

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

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

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

5. CONTINGENCIES.

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





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

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





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

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

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

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

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

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

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

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





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

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

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

(This section intentionally left blank.)





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

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[REDACTED] 12/5/24
Signature Date

Seller, [REDACTED]

Signature Date

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CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Jr., Mayor

(Seal)

Date: 12/18/24

APPROVED AS TO FORM: _____

City Attorney's Office





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IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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Date

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11/21/24

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CITY OF BONITA SPRINGS, FLORIDA

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Clerk

(Seal)

Michael S. Gibson, Jr.
Michael S. Gibson, Jr., Mayor

Date: *12/18/24*

APPROVED AS TO FORM: _____

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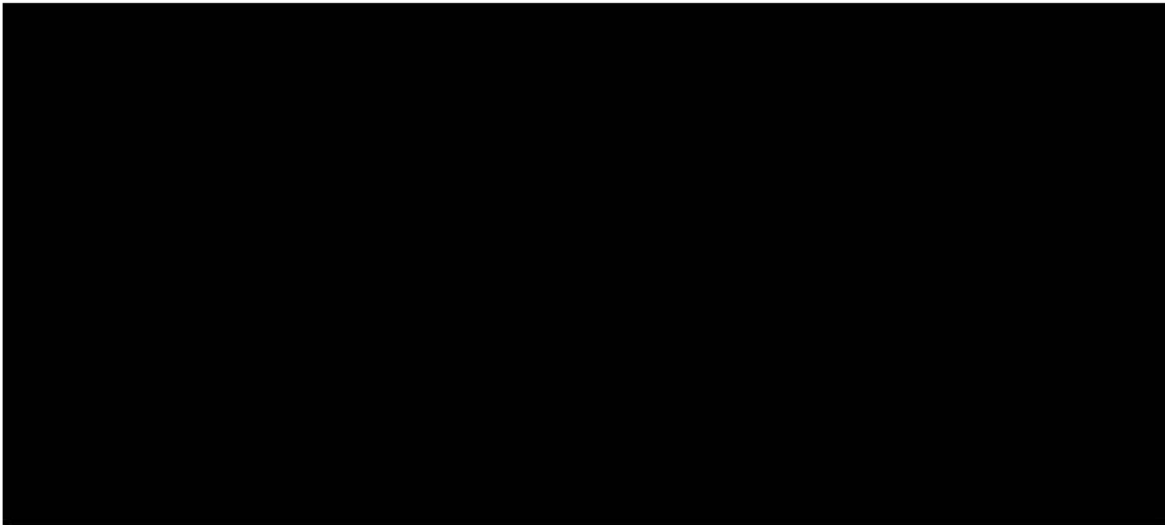
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

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

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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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OWNER

[Redacted]

OWNER

[Redacted]

Signature

Signature

Print Name

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Elly Soto McKuen
Signature

Elly Soto McKuen
Print Name



2020966er

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

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

2020966er

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

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

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

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

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

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

2020966er

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

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

ITEM TITLE: Approve Amendment #1 to the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project Purchase Agreement 2025-002, extending the property acquisition closing date from June 30, 2025 to August 29, 2025.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: The City received a grant award notice on April 17, 2024 in the amount of \$4,282,761.60. The City's match of \$475,862.40 provides a total project cost of \$4,758,624 for the Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

The focus of the program is to purchase property located in floodways or within neighborhoods that experiences frequent flooding. The purchase agreement was approved by City Council on May 7, 2025 (on file in the City Clerk's office). Amendment #1 extends the closing date from June 30, 2025 to August 29, 2025. Once the City purchases the property any structures on the property will be demolished, and the land will be in the City's name in perpetuity. The purchase price of the land is \$120,000 and will be paid from CIP account number 30.250.538.6109 (HMGP-COVID Neighborhood Acquisition/Demolition).

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

STAFF RECOMMENDATION: Approve amendment #1 time extension.

ATTACHMENTS:

1. Amendment #1 to contract 2025-002

REVIEWERS:

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



**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

AMENDMENT ONE

AGREEMENT FOR PURCHASE

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

RECITALS:

WHEREAS, 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", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns and improved property 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 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 are 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.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER 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
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING

1. In accordance with the Expiration Offer (Paragraph 16 of original agreement), this amendment shall extend the June 30, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **August 29, 2025**.
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on February 5, 2025 (BSC 25-02-021) and Amendment #1 fully executed on May 15, 2025 (BSC 25-05-089) 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
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING

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

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
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

Exhibit A

Legal Description

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

[REDACTED]



ITEM TITLE: Approve a Resolution to engage a firm for Holiday Street Pole Lighting & Holiday Décor (RFP 25-05).

REQUESTOR: Lora Taylor, Director of Communications and Facilities

AGENDA SECTION: Consent

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

BACKGROUND:

The City of Bonita Springs issued a request for proposals seeking an experienced firm to install holiday street pole lighting and décor along Old 41 for the upcoming holiday season (RFP 25-05). The submission deadline was April 4, 2025, and four (4) sealed proposals were received.

On April 24, 2025, the Selection Committee convened to review the submissions. Following their evaluation, the committee recommended awarding the contract to Southern Florida Lighting Team, LLC dba Miami Christmas Lights, for a total amount of \$184,937.42, contingent upon approval of all required documentation.

STAFF RECOMMENDATION: Approve a Resolution awarding Holiday Street Pole Lighting and Décor (RFP 25-05) to Southern Florida Lighting Team, LLC dba Miami Christmas Lights, in the amount of \$184,937.42.

ATTACHMENTS:

1. Draft Resolution

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 APPROVING A RECOMMENDATION OF AWARD TO SOUTH FLORIDA LIGHTING TEAM DBA MIAMI CHRISTMAS LIGHTS FOR HOLIDAY STREET POLE LIGHTING AND DÉCOR AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, the City advertised Holiday Street Pole Lighting and Holiday Décor (RFP 25-05) and received four (4) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and ranked the firms as follows:

1. South Florida Lighting Team dba Miami Christmas Lights
2. Trimmers Holiday Décor
3. Artistic Holiday Designs
4. The Décor Group

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

Section 1. Staff is hereby authorized to enter into an agreement with South Florida Lighting Team dba Miami Christmas Lights for Holiday Street Pole Lighting and Holiday Décor RFP 25-05 in the amount of \$184,937.42 and the Mayor is hereby authorized to execute the agreement.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 18th day of June, 2025.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with the City Clerk: _____

ITEM TITLE: Approve Amendment #2 to the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project Purchase Agreement 2025-001, extending the property acquisition closing date from June 30, 2025 to August 29, 2025.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

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

BACKGROUND: The City received a grant award notice on April 17, 2024 in the amount of \$4,282,761.60. The City's match of \$475,862.40 provides a total project cost of \$4,758,624 for the Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood.

The focus of the program is to purchase property located in floodways or within neighborhoods that experiences frequent flooding. The purchase agreement was approved by City Council on February 5, 2025 and amendment #1 was approved by City Council on May 15, 2025 (on file in the City Clerk's office). Amendment #2 extends the closing date from June 30, 2025 to August 29, 2025. Once the City purchases the property any structures on the property will be demolished, and the land will be in the City's name in perpetuity. The purchase price of the land is \$470,000 and will be paid from CIP account number 30.250.538.6109 (HMGP-COVID Neighborhood Acquisition/Demolition).

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 time extension

ATTACHMENTS:

1. Amendment #2 to Contract 2025-001

REVIEWERS:

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



**CITY OF BONITA SPRINGS, FLORIDA
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

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 "SELLER"):

RECITALS:

WHEREAS, 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", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns and improved property 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 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 are 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.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER 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
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING

1. In accordance with the Expiration Offer (Paragraph 16 of original agreement), this amendment shall extend the June 30, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **August 29, 2025**.
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on February 5, 2025 (BSC 25-02-021) and Amendment #1 fully executed on May 15, 2025 (BSC 25-05-089) 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
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING

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

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
FEMA HAZARD MITIGATION PROGRAM
COVID FUNDING**

Exhibit A

Legal Description

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



ITEM TITLE: Presentation on Emergency Preparedness and introduction of partner agencies.

REQUESTOR: Tony Backhurst, Neighborhood Services Director

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 4) Environmental Protection

BACKGROUND:

Homeland Security Presidential Directive-5 (HSPD5) tasked the federal government with establishing a single, comprehensive approach to domestic incident management, which is now known as the National Incident Management System (NIMS), under which all levels of government across the nation have the capability to work efficiently and effectively together. After the impact of Hurricane Katrina in 2005, the adoption of NIMS became a condition precedent for the receipt of federal preparedness funds, including grants, contracts, and other activities.

An important component of NIMS is a scalable organizational structure known as the Incident Command Structure (ICS). Locally, utilizing this structure clarifies the chain of command and provides an orderly and systematic planning process in any circumstance. Nationally, the standardization of this structure fosters cooperation between diverse agencies, such as the City of Bonita Springs, Lee County, the State of Florida, and FEMA.

With the commencement of hurricane season, staff would like to provide a brief presentation on what to expect during an emergency response and to introduce some of our partner agencies that are involved in the preparedness and response to emergency situations.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None

REVIEWERS:

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

ITEM TITLE: Presentation and update by the Lee County Sheriff's Office Community Policing Unit.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

Pursuant to Council's request for an annual update on law enforcement activities, Commander Blake Lee will present an update.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None.

REVIEWERS:

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

ITEM TITLE: (FIRST READING AND TRANSMITTAL HEARING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN TO UPDATE THE 10-YEAR WATER FACILITIES SUPPLY WORK PLAN; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

REQUESTOR: Jacqueline Genson, Planning and Zoning Manager

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY: #6 Government Transparency and Efficiency

BACKGROUND:

This amendment includes an update to the City of Bonita Spring's 10-Year Water Supply Facilities Work Plan (Work Plan) and an amendment to the Potable Water Sub-element of the Infrastructure Element creating Objective 2.3, which incorporates the Work Plan by reference.

The purpose of the Work Plan is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Bonita Springs incorporated limits. Chapter 163, Part II, F.S. requires local governments to incorporate the Work Plan into their comprehensive plans within 18 months after the South Florida Water Management District (the District) approves their regional water supply plan or its update. The District's Lower West Coast Regional Water Supply Plan (LWCWSP) Update (Attachment B) was approved by the District's Governing Board on December 8, 2022. The City of Bonita Springs is required to update their comprehensive plan (Bonita Plan) to incorporate the Work Plan into the Bonita Plan as required by statute. The Work Plan identifies and plans for the water supply sources and facilities needed to serve existing and new development within the City of Bonita Springs.

STAFF RECOMMENDATION: Transmit CPA25-119662-BOS to the state land planning agency.

ATTACHMENTS:

1. Draft Ordinance
2. CPA25-119662-BOS, Bonita Plan Water Supply Plan Update Staff Report and DRAFT Minutes from 05/22/25 Local Planning Agency meeting (to save paper and resources, Attachment B- Lower West Coast Water Supply Plan, will only be available online and not in the printed packet)
3. Attachment A - Text Amendment

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 2025 –

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN TO UPDATE THE 10-YEAR WATER FACILITIES SUPPLY WORK PLAN; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bonita Springs, Florida recognizes the need to plan for orderly growth and development; and

WHEREAS, Chapter 163, Florida Statutes provides for amendment to adopted Comprehensive Plan; and

WHEREAS, City Council for the City of Bonita Springs adopted the City of Bonita Springs Comprehensive Plan, as amended, in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, Chapter 163, Part II, Florida Statutes, direct local governments to revise elements and sub-elements of their comprehensive plans to coordinate with the appropriate water management districts regional water supply plans; and

WHEREAS, the proposed amendment updates the City's Potable Water Sub-Element of the Infrastructure Element creating a new Objective 2.3, attached hereto as Attachment "A", adopting by reference a new 10-year Water Supply Facilities Work Plan, attached hereto as Attachment "B"; and

WHEREAS, the proposed amendment to the Infrastructure Element will promote and protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan; and

WHEREAS, the City has received and reviewed the proposed Amendment CPA25-119662-BOS to the City's Comprehensive Plan, and said proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting on May 22, 2025, who unanimously recommended approval, and

WHEREAS, the City Council finds that that the proposed amendment complies with the requirements of Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City Council of Bonita Springs adopted, pursuant to Chapter 163, Part II, Florida Statutes, after holding statutorily prescribed public hearings with a first reading and motion to transmit on June 18, 2025, now comes for a final adoption hearing approved on the proposed amendments as more particularly set forth herein.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Adoption. The City of Bonita Springs Comprehensive Plan is hereby amended, which amendment consists of revising the Infrastructure Element, which is further described as Attachments “A” and “B”, attached hereto and incorporated herein by reference.

Section 3. Severability. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective in accordance with Section 163.3184, Florida Statutes.

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

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Fitzpatrick
Gibson
Purdon

Fullick
Bogacz
Corrie

Date filed with City Clerk: _____

CPA25-119662-BOS

**Bonita Plan
Water Supply Plan Update**

Expedited Review Process



**City Initiated Application
and Staff Analysis**

***City of Bonita Springs
Planning Division
9200 Bonita Beach Road, Suite 109
Bonita Springs, Florida
(239) 444-6150***

LPA Public Hearing Date:	May 22, 2025
City Council Transmittal Date:	June 4, 2025
City Council Adoption Date:	To be determined
Project Name:	Water Supply Plan Update

City of Bonita Springs
Planning and Zoning Division
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
EXPEDITED STATE REVIEW

CPA25-119662-BOS

☒ **Text Amendment**

☐ **Map Amendment**

This Document Contains the Following Reviews:	
X	Staff Review
X	Local Planning Agency Review and Recommendation
	City Council Hearing for Transmittal
	City Council Hearing for Adoption

STAFF REPORT PREPARATION DATE: May 15, 2025, Rev. June 10, 2025

PART I- BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. Applicant: City of Bonita Springs
2. Request: To update the Bonita Springs Water Supply Facilities Work Plan (Work Plan) as required by Florida Statutes (F.S.) §163.3177(6) with an amendment to the Potable Water Sub-element of the Infrastructure Element creating Objective 2.3.

B. STAFF RECOMMENDATION

Transmit CPA25-119662-BOS to the state land planning agency.

C. PURPOSE, BACKGROUND, AND DISCUSSION:

The purpose of the City of Bonita Spring's 10-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Bonita Springs incorporated limits. Chapter 163, Part II, F.S. requires local governments to incorporate the Work Plan into their comprehensive plans within 18 months after the South Florida Water Management District (the District) approves their regional water supply plan or its update. The District's Lower West Coast Regional Water Supply Plan (LWCWSP) Update (Attachment B) was approved by the District's Governing Board on December 8, 2022. Subsequently, the City of Bonita Springs

initiated this amendment to incorporate the Work Plan into the Bonita Plan as required by statute. The Work Plan (Attachment C) identifies and plans for the water supply sources and facilities needed to serve existing and new development within the City of Bonita Springs.

Bonita Springs Utilities (BSU) is the primary potable water provider for the City of Bonita Springs. Community Development staff coordinated with BSU staff to determine approximate populations served and the associated raw and finished water demands through 2035. Based on the analysis in the Work Plan, BSU should have adequate water treatment plant capacity and permitted allocations from the SFWMD to serve the Bonita Springs through 2035. BSU has several capital improvement projects planned over the next 5 years to support continuous water supply to their service areas at the per capita demands described in the Work Plan. Since the City of Bonita Springs does not own or operate its own potable water supply facilities, and because BSU has adequate capacity and allocation to serve Bonita Springs through the planning period, Bonita Springs does not need to undertake any capital improvement projects or enter into agreements with BSU to ensure continued water supply at the current level of service.

According to state guidelines, the Work Plan and the Bonita Plan must address existing water supply facilities, level of service standards, the development of traditional and alternative water supplies, service delivery, conservation, and reuse programs necessary to serve existing and new development for at least a 10-year planning period. This Work Plan has a planning time schedule consistent with the Bonita Plan and the LWCWSP Update. It provides projected water system demands to 2035, includes population estimates and projections (BEER medium and 2024 Census data), identifies all necessary improvements to the water system facilities for the required planning horizon, and addresses the facilities and capacity needed to serve the Bonita Springs incorporated limits.

Florida Statutes require that local work plans are incorporated into local comprehensive plans to improve coordination between land use planning and water supply planning. By doing so, the comprehensive plan also becomes consistent with the regional water supply plans prepared by each water management district. Based on analysis of the December 2022 LWCWSP and existing Florida Statutes, an amendment to the Potable Water Sub-Element is proposed to memorialize Water Supply Plan Coordination and adopt by reference the City's 10-Year Facility Work Plan into the Bonita Plan (Attachment A).

There have not been significant changes to the Florida Statutes directly addressing water supply needs since Bonita Springs updated the last Work Plan. The proposed amendment to the Bonita Plan and the update of the Work Plan have considered the following statutory provisions as well as the South Florida Water Management Districts LWCWSP:

1. Coordinate appropriate aspects of its comprehensive plan with the South Florida Water Management District's LWCWSP [s.163.3177(4)(a), F.S.].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2), F.S.].
4. For local governments subject to a regional water supply plan, revise the General, Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the South Florida Water Management District's 2022 LWCWSP, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c)4, F.S.];
 - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the South Florida Water Management District's LWCWSP [s. 163.3177(6)(c)4, F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)4, F.S.].
5. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 4 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the South Florida Water Management District's 2022 LWCWSP, as well as applicable Water use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand

for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 4 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the South Florida Water Management District's LWCWSP [s.163.3177 (6) (h) 1., F.S.].

7. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

CONCLUSION

Florida Statutes direct local governments to revise elements and sub-elements of their comprehensive plans to coordinate with the appropriate water management districts regional water supply plans. The requirements also direct local governments to adopt a Work Plan for a 10-year planning period considering the water management districts regional water supply plans.

Staff is proposing one amendment to the Potable Water Sub-Element of the Infrastructure Element, to memorialize the water supply coordination process and to adopt the City's 10-Year Facility Work Plan by reference. The proposed text change and Work Plan are consistent with the requirements of Florida Statutes.

Staff recommends transmittal of CPA25-119662-BOS to the state land planning agency.

ATTACHMENTS:

- A. Text Amendment
- B. District's Lower West Coast Regional Water Supply Plan (LWCWSP) Update
- C. City's 10-Year Water Supply Facilities Work Plan

Submitted by:

Jacqueline Genson, AICP
Planning and Zoning Manager

**PART III - LOCAL PLANNING AGENCY
REVIEW AND RECOMMENDATION**

DATE OF PUBLIC HEARING: May 22, 2025

A. LOCAL PLANNING AGENCY REVIEW

**B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF
FACT SUMMARY**

- 1. RECOMMENDATION:** A motion to recommend that the City Council transmit CPA25-119662-BOS to the state land planning agency.
- 2. BASIS AND RECOMMENDED FINDINGS OF FACT:** The LPA agreed with the recommendation and accepted the Staff Report and associated Data and Analysis.

C. VOTE:

Chairman Steve Lohan	<u>Aye</u>
Don Colapietro	<u>Aye</u>
Daniel Dhooghe	<u>Aye</u>
Raymond Townsend	<u>Aye</u>
Robert Lombardo	<u>Absent</u>
Jeff Maturo	<u>Aye</u>
Tammy Hartford	<u>Absent</u>

**PART IV – CITY COUNCIL
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT**

DATE OF PUBLIC HEARING: June 4, 2025

A. CITY COUNCIL REVIEW

**B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF
FACT SUMMARY**

COUNCIL ACTION: Approve transmittal of CPA25-119662-BOS to the State Planning Agency for Expedited Review in accordance with §163.3184(3), Florida Statutes.

BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Mayor Mike Gibson

Jamie Bogcaz

Jesse Purdon

Laura Carr

Chris Corrie

Nigel Fullick

Jim Fitzpatrick

**PART V – CITY COUNCIL
HEARING FOR ADOPTION OF PROPOSED AMENDMENT**

DATE OF PUBLIC HEARING:

REQUEST:

TRANSMITTAL:

AGENCY COMMENTS:

STAFF RECOMMENDATION:

**B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF
FACT SUMMARY**

1. COUNCIL ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Mayor Mike Gibson _____

Jamie Bogcaz _____

Jesse Purdon _____

Laura Carr _____

Chris Corrie _____

Nigel Fullick _____

Jim Fitzpatrick _____

Attachment A

Text Amendment

Attachment A

Text Amendment

INFRASTRUCTURE ELEMENT, POTABLE WATER SUB-ELEMENT

Objective 2.3: The City shall develop and update a Water Supply Facilities Work Plan within 18 months after the South Florida Water Management District approves their regional water supply plan or its update as required by Chapter 163, Part II, Florida Statutes. The City of Bonita Springs Water Supply Facilities Work Plan, incorporated by reference herein, addresses local issues pertaining to water supply resources and water conservation. The City encourages the private suppliers and utility company providing potable water to actively implement and utilize the Water Supply Facilities Work Plan as a guide to potable water supply facility planning.

Attachment B

2022 Lower West Coast Water Supply Plan

* To save paper and resources this is available online and not in the printed packet*

Attachment C

2025 Bonita Springs Water Supply Facilities Work Plan

Section 1.0 Introduction

This is the City of Bonita Spring's update to its Water Supply Plan, which supports the intent of legislation adopted in 2005 to improve the coordination of water supply planning and local land use planning. The purpose of the City of Bonita Spring's 10-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Bonita Springs incorporated limits. Chapter 163, Part II, F.S. requires local governments to incorporate the Work Plan into their comprehensive plans within 18 months after the South Florida Water Management District (the District) approves their regional water supply plan or its update. The District's Lower West Coast Regional Water Supply Plan (LWCWSP) Update was approved by the District's Governing Board on December 8, 2022.

Residents of the City of Bonita Springs obtain their potable water from the following water supply Utilities:

- Bonita Springs Utilities (BSU), Inc. [Serves the City of Bonita Springs, the Village of Estero and a portion of unincorporated Lee County (5%)]
- Citrus Park Utility, owned and operated by CPI Citrus Park Utility TRS, LLC.

BSU is the primary potable water provider for the City of Bonita Springs (approximately 96%), with the Citrus Park Utility providing potable water service to the Bonita Terra Mobile Home and RV Park and Belle Via subdivision. These systems provide potable water for both residential and non-residential uses, including fire-fighting demands. Other sources of water within Bonita Springs include individual wells. Currently, data is not available regarding the number of private wells.

This Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Bonita Springs. According to state guidelines, this Work Plan and the comprehensive plan must address the development of traditional and alternative water supplies, service delivery, conservation, and reuse programs necessary to serve existing and new development for at least a 10-year planning period. This Work Plan has a planning schedule consistent with the comprehensive plan and the LWCWSP Update.

This Work Plan is divided into six sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Regional Issues

Section 5 –Capital Improvements

Section 6 – Goals, Objectives, and Policies

Section 1.1 Statutory History and Requirements

The Florida Legislature has enacted several bills to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. Additionally, these bills established the basis for improving coordination between local land use planning and water supply planning.

The City of Bonita Springs has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the South Florida Water Management District's LWCWSP [s.163.3177(4)(a), F.S.].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.

3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2), F.S.].

4. For local governments subject to a regional water supply plan, revise the General, Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer

Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the South Florida Water Management District's 2022 LWCWSP, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c)4, F.S.];

b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the South Florida Water Management District's LWCWSP [s. 163.3177(6)(c)4, F.S.]; and

c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6)(c)4, F.S.].

5. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 4 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the South Florida Water Management District's 2022 LWCWSP, as well as applicable Water use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 4 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the South Florida Water Management District's LWCWSP [s.163.3177 (6) (h) 1., F.S.].

7. Local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

Section 2. Background Information

Section 2.1 Overview

In 1999, Bonita Springs became the 5th incorporated city in Lee County. The City adopted a “government lite” approach that utilizes a small staff with contracted services. According to the United States Census, the incorporated area of the city was approximately 38.42 square miles as measured in 2020. Bonita Springs is generally bordered by the Gulf of America (fka Gulf of Mexico) to the west, the Village of Estero to the north, unincorporated Lee County to the northeast, and unincorporated Collier County to the south.

Bonita Springs is within the BSU Franchise Area for public water supply services. The city does not own or operate its own public water supply facilities. Per the 2023 EAR, approximately 9% of the city remains vacant with development potential for residential and non-residential development. Approximately, 20% of the city has a future land use map designation that limits densities, which limit adverse impacts to the ecological and hydrologic functions of those lands. The City is processing more requests for infill development, redevelopment within older existing neighborhoods and the Downtown redevelopment area. The City continues to require BSU level of service (LOS) availability letters for comprehensive plan amendment, zoning, and local development order applications.

Section 3. Data and Analysis

Section 3.1 Population Information

The South Florida Water Management District requests that population projections consider the most current data found in the applicable Regional Water Supply Plan, Medium-BEBR, or other approved method. BEBR does not prepare medium projections for municipalities. Therefore, BSU estimated its population projection by identifying the City's proportion of its population (6.78% percent) in relation to Lee County's total population based on the BEBR 2024 Estimate.

BSU must also anticipate projections, considering the area's seasonal population. This figure is difficult to predict, but can be estimated based on the maximum month average daily demand (MADD) with the assumption that each person typically utilizes 100 gallons per person per day. Using historical data, it appears this percentage is roughly 45 percent. This estimate has been carried into **Table 1** and applied for the future planning period.

Table 1 Population Projections City of Bonita Springs						
Population Component	2025		2030		2035	
	Number	Percent	Number	Percent	Number	Percent
Year-round	56,674	55	61,596	55	65,386	55
Seasonal	46,370	45	50,397	45	53,498	45
Peak	103,044	100	111,993	100	118,884	100
Source: BSU, BEBR						

The BSU Service Area serves properties within the City of Bonita Springs, except for Citrus Park, and includes areas outside of the City of Bonita Springs. The peak population figures for Bonita Springs for the years 2025, 2030, and 2035 contained in the table above are used to arrive at the peak seasonal population of the BSU Service Area. The BSU estimates that the City of Bonita Springs comprises approximately 82 percent of the demand for potable water throughout the entire service area.

Section 3.2 Service Area

BSU is responsible for approximately 96% of the City's water system service area. The remaining four percent is provided by a private potable water system facility, now owned and operated by CPI Cirtus Park Utility TRS, LLC, and individual wells, mostly for domestic use.

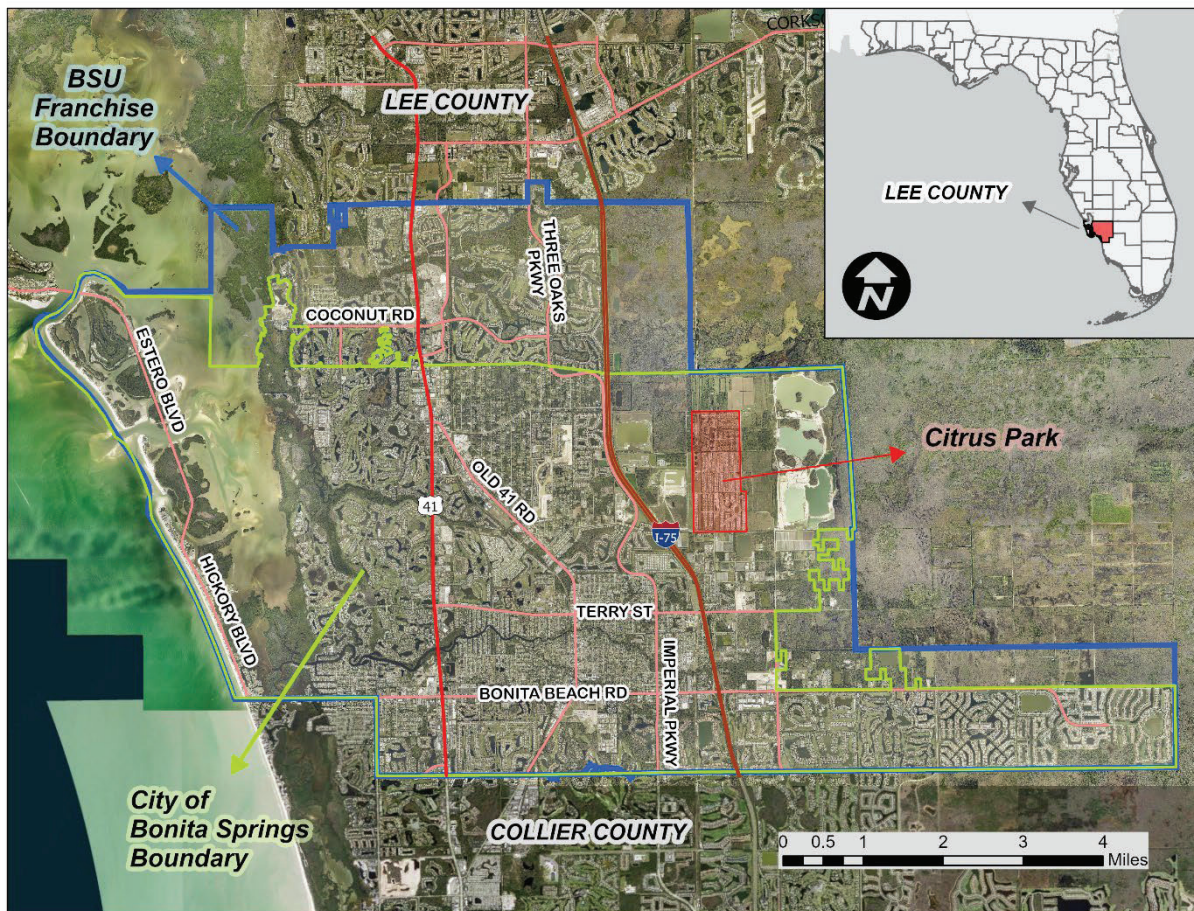
The BSU system serves primarily urbanized areas with the northern boundary generally being Williams Road and the southern boundary at the City limits along the Collier County line, the Gulf of America to the west and the City limit to the east. The predominant land uses are residential, commercial, recreational, and public and semi-public uses.

As of December 2024, the BSU service area includes approximately 52,110 equivalent residential connections (ERC) with an average daily demand of 9.29 MGD in 2024.

The Citrus Park Utility provides public water supply service to approximately 3,450 persons with an average per capita rate of 66 gallons per day. The Citrus Park Utility service area serves the recreational vehicle and mobile home sections of Bonita Terra and the Bell Villa residential subdivision. As provided in SFWMD Water Use Permit (WU) # 36-00208-W, last modified in Application #: 191223-4, this water use permit allows the use of groundwater from the Water Table Aquifer and Lower Tamiami Aquifer for a public water supply for the park's service area serving 3,450 persons in the year 2039 with an average per capita use rate of 66 gallons per day, an annual allocation 83.11 million gallons (MG). Withdrawals are taken from the Water Table Aquifer (WTA) and Lower Tamiami Aquifer (LTA) via three existing withdrawal facilities (wells).

Allocation limits for the specific sources (aquifers) remain as follows: Maximum annual allocation from Lower Tamiami Aquifer shall not exceed 66.50 million gallons (MG); Maximum annual allocation from Water Table Aquifer shall not exceed 16.61 million gallons (MG); Maximum monthly allocation from Lower Tamiami Aquifer shall not exceed 8.30 million gallons (MG); Maximum monthly allocation from Water Table Aquifer shall not exceed 1.88 million gallons (MG).

Map 1: Service Area by Provider



Source: BSU

Section 3.3 Potable Water Level of Service (LOS) and Demands

BSU has LOS of 235 gallons per day (gpd) per equivalent residential connection (ERC) at a minimum pressure of 20 pounds per square inch (psi) at the meter anywhere within the system. The City of Bonita Springs has adopted this LOS standard in the Potable Water Supply Sub-Element and Capital Improvement Element of the Bonita Springs Comprehensive Plan (Bonita Plan).

The water use per ERC for the BSU service area is based on maximum month average daily demand (MMADD), as that is the most representative time of year when units are occupied. As presented in **Table 2**, using the annual average daily demand (AADD) does not capture a level of service (LOS) necessary to plan properly for all committed ERCs. By using the MMADD, the LOS average from 2018 to 2023 is 236. However, considering the recent past, a LOS of 235 GPD per ERC is a reasonable standard for the future planning period. The proposed Maximum Daily Demand (MDD) peaking factor of 1.4 is based on the average peaking factor over the past 10 years.

Table 2 Historical Water Demand BSU Service Area 2018-2023					
Year	ERCs	AADD (MGD)	AADD LOS(1)	MMADD (MGD)	MMADD LOS(1)
2018	47,674	10.09	212	11.48	241
2019	48,650	9.97	205	12.21	251
2020	49,667	10.08	203	12.42	250
2021	51,137	10.23	200	12.48	244
2022	51,599	9.91	192	12.31	239
2023	51,822	9.66	186	11.45	221
2024	52,110	9.29	178	10.66	205
		AVERAGE	197		236
(1) LOS = gallons per ERC per day					
Source: BSU					

Using the same calculations for the years 2025, 2030, and 2035, after rounding, results in the following population projections for the BSU Service Area in **Table 3**. Since BSU uses Equivalent Residential Units for determining demand upon the system and for establishing its LOS, ERCs for the planning periods are also shown.

Table 3 Population and ERC Projections BSU Service Area			
Population & ERCs	2025	2030	2035
Peak Population	124,409	135,478	143,995
ERCs ⁽¹⁾	52,940	57,650	61,275
(1) An Equivalent Residential Connection (ERC) = 2.35 persons			
Source: BSU			

Section 3.4 Public Potable Water Facilities Inventory and Operations

BSU is responsible for approximately 96% of the City's water system service area. The remaining four percent is provided by a private potable water system facility, now owned and operated by CPI Citrus Park Utility TRS, LLC, and individual wells, mostly for domestic use.

BSU

Based on the population projections and demand estimates within their service area, BSU should have adequate plant capacity and permitted raw water allocation through 2035, based on a Water Treatment Plant expansion to 21.0 MGD after 2025. **Table 4** summarizes the public water supply (PWS) information for BSU.

Table 4 Bonita Springs Utilities System PWS Summary Table	
SFWMD Permit Number	36-00008-W
Permit Expiration Dates	3/1/2042
Raw Water Sources	Lower Tamiami & Upper Floridan aquifers
Annual Allocation (MG)	5,986.00
Maximum Monthly Allocation (MG)	618.30
Treatment Type	Reverse osmosis, lime softening
Treatment Efficiency	75 (RO)-100% (lime softening)
Treatment Capacity (MGD)	21 after 2025
Storage Volume (MG)	13
Interconnect or Bulk Sales Agreement	Interconnects with Lee and Collier Counties

Water Facilities

BSU operates 19 freshwater wells that range in depth from 80 to 115 feet (Lower Tamiami aquifer) and 15 brackish water wells with depths averaging 700 to 1,120 feet (Upper Floridan aquifer). An expansion of 10 brackish water wells will completely come online in 2026. They have approximately 467 miles of distribution system water mains varying in size from 2 inches to 36 inches as of December 2024. All new installations are minimum four inches in size with a minimum six-inch main to fire hydrants. Service lines, which connect the water main lines to individual homes, are typically a one-inch line with a $\frac{3}{4}$ -inch meter.

Treatment Facilities

BSU currently operates a lime softening plant permitted for 9 MGD and a reverse osmosis (RO) plant permitted for 12 MGD on a single site located at 11900 East Terry Street, providing for a combined treatment capacity of 21 MGD. The facility allows expansion to meet additional needs consistent with permit specifications.

Each of BSU's water treatment plants has consistently operated in compliance with all criteria established by appropriate regulatory agencies. Furthermore, the facilities are state of the art and have been recognized by various organizations. The RO plant has potential for continued expansion to meet the needs of the City of Bonita Springs through the planning period. **Table 5** Projected ERCs, Demand, Capacity, and Surplus Capacity for BSU, indicates the positive performance and condition of existing facilities and the capability of expansion to meet the needs of future demand.

Table 5 Projected ERCs, Demand, Capacity, and Surplus Capacity BSU Service Area							
Year	ERCs	AADD (MGD)	Plant Capacity (MGD)	AADD Surplus (MGD)	MMADD (MGD)	MMADD Surplus (MGD)	Maximum Daily Demand (MGD)
2025	52,940	10.85	21 ¹	10.15	12.44	8.56	15.19
2026	53,882	11.05	21	9.95	12.66	8.34	15.46
2027	54,824	11.24	21	9.76	12.88	8.12	15.73
2028	55,766	11.43	21	9.57	13.11	7.89	16.00
2029	56,708	11.63	21	9.37	13.33	7.67	16.28
2030	57,650	11.82	21	9.18	13.55	7.45	16.55
2031	58,375	11.97	21	9.03	13.72	7.28	16.75
2032	59,100	12.12	21	8.88	13.89	7.11	16.96
2033	59,825	12.26	21	8.74	14.06	6.94	17.17
2034	60,550	12.41	21	8.59	14.23	6.77	17.38
2035	61,275	12.56	21	8.44	14.40	6.60	17.59
Source: BSU							

¹ Wellfield expansion underway to meet plant capacity by 2026. Plant capacity previously 17.56 MGD

Potable Water Storage Facilities

BSU has seven existing potable water storage facilities, of which three ground storage tanks are located at the treatment facility with a combined capacity of 6,000,000 gallons and the remaining four are off-site with a combined capacity of 7,000,000 gallons. Total potable water storage capacity provided by BSU is 13,000,000 gallons.

Table6: Existing Potable Water Storage Facilities - BSU, identifies the location and capacity of existing potable water storage facilities within the Bonita Springs service area.

Table 6: Existing Potable Water Storage Facilities	
Provider/Location	Capacity (MG)
BSU (WTP)	6.00
BSU (Imperial Parkway)	1.00
BSU (Windsor Road)	2.00
BSU (Snell Lane)	2.00
BSU (Coconut Road)	2.00
Source: BSU	

Future Water Sources

With the 21 MGD plant and wellfield capacity complete, BSU will be well-situated to supply the service area within and beyond the 10-year planning horizon. BSU will continue to monitor water supply and treatment and seek reliability and redundancy projects as warranted.

Citrus Park Utility

The CPI Citrus Park Utility water treatment facility is located at 25501 Trost Boulevard and operates at a plant treatment capacity of 0.49 million gallons (MG) per day. Approximately 80% of the groundwater is from the LTA source and 20% from the WTA source. Half of the groundwater from the LTA is treated through a reverse osmosis

(RO) treatment facility (0.1 MG per day capacity) to reduce the chloride concentration. The RO treated groundwater from the LTA (approximately 75% efficiency) is mixed with groundwater from the LTA (untreated) and WTA prior to treatment with a degassifier (to remove iron and hydrogen sulfide) to produce potable drinking water. The average distribution losses is estimated to be at approximately 8%. The Citrus Park Waste Water Treatment Facility is permitted under Florida Department of Environmental Protection Permit (FDEP) FLA-014477 and treats the wastewater with chlorination prior to discharging into the rapid infiltration basins, located 500 feet west of the wellfield, with a capacity of 0.2 MG per day, for aquifer recharge.

According the 2019 Citrus Park WUP Permit #36-00208-W (Renewal 190515-9). The Park operates three wells on site which withdraw from the Lower Tamiami Aquifer and Water Table Aquifer; specifically a 1 - 8" × 112' × 197 GPM Well Cased to 75 feet (LTA), a 1- 8" × 117' × 200 GPM Well Cased to 75 feet (LTA) and a 1 - 8" × 32' × 50 GPM Well Cased to 17 feet (WTA).

Table 7 Citrus Park Utilities PWS Summary Table	
SFWMD Permit Number	36-00208-W
Permit Expiration Dates	6/12/2039
Raw Water Sources	Water Table Aquifer & Lower Tamiami Aquifer
Annual Allocation (MG)	83.11
Maximum Monthly Allocation (MG)	10.18
Treatment Type	Reverse osmosis
Treatment Efficiency	75 (RO)
Treatment Capacity (MGD)	0.227

Section 3.6 Alternative Water Sources

Currently, four wastewater treatment plants serve the City of Bonita Springs. Two are BSU operated, and the others are small private package plants and include Citrus Park and Hunter's Ridge. The BSU and Hunter's Ridge facilities are water reclamation facilities providing reuse water. The treatment capacity of BSU is currently 11 MGD.

BSU's two water reclamation facilities have produced reclaimed water since their construction. A long-term contract between BSU and Resource Conservation System (RCS) has been in place since the completion of BSU's first plant. Bulk reclaimed water is delivered to RCS near the plant site. Storage, distribution, and billing of reclaimed water are handled by RCS. BSU's current water reclamation capacity is 11 MGD and their bulk sales contract with RCS is also up to 11 million gallons, depending on flows received. Nearly all water received is reclaimed and sold. Therefore, all reclaimed water sold is a direct offset to potable water demand, which accounts for lower per capita potable water usage.

The District offers two cost-share funding programs to assist local water users with development of alternative water supply (AWS) and water conservation projects: 1) the Alternative Water Supply Funding Program and 2) the Water Conservation Program. All PWS in the City are encouraged to investigate these cost-sharing programs to further AWS and conservation elements into their facilities and operations. BSU has been a recipient of AWS funding.

Section 3.7 Potable Water Capacity Surpluses and Deficiencies

Providers of potable water for Bonita Springs currently have a surplus of water. BSU estimates its surplus capacity was 8.27 MGD, based on the annual-average day demand in 2024. With completion of the RO WTP Phase 3 expansion, the surplus increases to 11.71 MGD average day demand. This will provide a surplus of water for the expected population increases through the water supply planning period (refer to **Table 6**).

Section 3.8 Future Demand Capacity

As discussed previously, in 2022 approximately 9% of the city remained vacant with development potential for residential and non-residential development. The City is processing more requests for infill development, redevelopment within older existing neighborhoods and the Downtown redevelopment area, where most infrastructure currently exists. The City continues to require BSU LOS letters for comprehensive plan amendment

and zoning application. BSU is a part of the City's local development order review applications for water and waste water service.

Section 3.9 Conservation, Reuse, and Water Quality Programs

According to the 2022 LWCWSP Update, a major source of increased demand for water has come from landscape/irrigation, which is the second largest water use category behind agriculture. Other increased water demands result from Public Supply and Domestic Self-Supply demands. Water conservation remains as a top priority and tends to be the lowest-cost solution to meet future demands. The update indicates that an additional 43 MGD can be saved collectively over the region by 2045 if certain urban and agricultural conservation measures are taken.

The District adopted a Comprehensive Water Conservation Program in 2008 that was designed to bring about a permanent reduction in individual water use through 1) regulatory, 2) voluntary and incentive-based, and 3) education and marketing initiatives. The 2022 LWCWSP update included an entire chapter dedicated to Demand Management: Water Conservation. According to this update, additional conservation information for the Comprehensive Water Conservation Program is available in the Support Document for the 2021-2024 Water Supply Plan Update (2021-2024 Support Document; SFWMD 2021), in the Comprehensive Water Conservation Program (SFWMD 2008), and on the SFWMD webpage (<https://www.sfwmd.gov/conserv>).

BSU promotes water conservation by educating customers about water conservation measures available such as their WaterSmart, Irrigation Residential Rebate Program, and High Efficiency Toilet Rebate Programs. In addition to these year-round conservation measures, they highlight efforts such as Water Conservation Month and Fix a Leak Month. BSU also continues to encourage the reuse of treated wastewater and has enough treatment capacity and contracted commitment for 11 MGD. The Citrus Park Utility has a water conservation plan which includes resident, owner, renter and staff education, a homeowners guide to water conservation, and the inclusion of water conservation statements on all billings, and the encouragement and deployment of "Florida Friendly" landscape principles in the common areas of their service area.

In addition to complying with the water conservation plan developed BSU and the Citrus Park Utility, for their respective service areas, the City of Bonita Springs has language throughout the current Comprehensive Plan, Land Development Codes, and Ordinances related to water conservation.

1. Potable Water

While the City of Bonita Springs does not currently rely upon surface water withdrawals including withdrawals from Lake Okeechobee, the C-43 Canal or the Caloosahatchee River and Estuarine System as potable water resources, the City has taken steps to regulate current and future withdrawal, capacity and quality concerns. Such efforts include continuing growth management measures limiting densities and land use restrictions within specific areas of the City, especially those areas designated as Density Reduction Groundwater Resource, Resource Protection or Conservation on the Future Land Use Map; which require proposed uses not adversely affect ecological and hydrologic functions of the land.

Similarly, the City has taken additional actions to enhance water quality measures within our connected surface waters, such as the Imperial River, its tributaries, and our estuarine systems, such as Estero Bay. These efforts include but are not limited to:

(1) The adoption and implementation of an additional fifty percent water quality treatment by volume requirement, that is fifty percent over and above what is required by the District, for all development with the City's jurisdiction (Conservation and Coastal Management Policy 9.3.3).

(2) The development and installation of innovative Smart Growth America awarded green infrastructure, such as our sustainable storm water treatment system within our comprehensive Downtown Improvements Project and our incorporation of Florida Green Building Coalition recognized Green and Low-Impact development incentives citywide.

(3) The Felts Avenue Bioreactor Project was implemented to reduce nitrogen levels in stormwater runoff. This low-impact development technique uses subsurface retention beds and pipes filled with specialized substrate to create

an anaerobic environment that facilitates nitrogen removal. Phase I of the project demonstrated the system's ability to remove between 77% and 98% of nitrate—a key form of nitrogen commonly associated with synthetic fertilizers—from water filtered through the system.

The scalability, efficiency, and minimal land requirements of the Phase I system established a strong foundation for broader citywide applications. Phase II has since concluded with highly positive results, removing a total of 29,922 pounds of Total Nitrogen, including 9,521 pounds of Nitrate Nitrogen. Phase III is currently in the design-build stage and aims to achieve a lower elevation water intake, allowing for greater treatment volume. This new phase will also feature enhanced automation and monitoring capabilities.

(4) The establishment of the City's Storm Water Utility Program in 2019 has helped initiate storm water quantity and quality projects such as the Bonita Springs Country Club Regional Stormwater Facility and the future Bonita Springs East Regional Stormwater Facility, as well other retention, drainage and conveyance maintenance projects citywide.

(5) A partnership with BSU to abandon septic systems and expand the wastewater collection/central sewer system in identified areas of the City. Infrastructure improvements include the installation of gravity sewer mains; sanitary sewer manholes, service lines, and clean outs; sewer force mains; and a sewer pump station.

The City of Bonita Springs continues to educate and enforce a set of Mandatory Year-Round Landscape Irrigation Conservation Measures which have been in effect since 2006, and amended in 2021, that limit landscape irrigation to two days per week. Currently the City of Bonita Springs "Water Wise" Water Conservation Measures provide requirements which limit the times, days of the week and methodologies allowable for irrigation, while providing provisions for multi-family facilities, community associations and rights-of-ways. These restrictions are in addition to the irrigation, watering, planting and application standards provided by the City of Bonita Springs Landscape Code, Property Maintenance Code, and Fertilize Wise Ordinances. Over fifteen standards and regulations are included in these regulatory documents to aid in water conservation efforts associated with landscaping.

Section 4.0 Regional Issues

This section presents a brief narrative discussing the overarching regional issues impacting water supply planning at the local level. The Summary of Issues identified for 2045 LWCWSP Update (Chapter 6: Water Resource Issues and Analysis) are listed below with the City's efforts related to each in *italicize*. The report indicates that traditional freshwater sources in the LWC Planning Area are insufficient to meet current and the 2045 projected water use demands. Previous analyses show that fresh groundwater from the surficial aquifer system (SAS) and intermediate aquifer system (IAS), and surface water from the Caloosahatchee River Basin are not adequate to meet the growing needs of the LWC Planning Area during 1-in-10-year drought conditions. They continue to state that most utilities have already tapped the deeper FAS to meet portions of current demands, and most of their increased needs in the future.

1. Increased withdrawals from the SAS and the freshwater portions of the IAS are generally limited due to potential impacts on wetlands and existing legal water uses, including Domestic Self-Supply (DSS); the potential for saltwater intrusion; and the possibility of reaching aquifer maximum developable limits (MDLs). New or increased allocations will be evaluated on an application-by-application basis to determine if a project meets water use permitting criteria.

Both BSU and the Citrus Park Utility have water use permits for their respective potable water facilities. Those permits specify water withdrawal allocations from distinct aquifer systems (SAS and IAS) with conservation measures as outlined in their consumptive use permits.

The City of Bonita Springs continues to educate its resident and business community on water conservation measures through irrigation, property maintenance, landscape, and fertilizer wise ordinances. More information on those conservation efforts was discussed in Section 3.0.

2. In some areas, such as Cape Coral and Lehigh Acres, cumulative demands are negatively affecting aquifer water levels.

This does not impact the City of Bonita Springs PWS due to the city's geographic location.

3. Increases in surface water allocations from Lake Okeechobee and hydraulically connected surface waters are limited by the Lake Okeechobee Service Area (LOSA) restricted allocation area (RAA) criteria. Water availability from Lake Okeechobee is discussed comprehensively in the Lower East Coast Water Supply Plan.

This does not impact the City of Bonita Springs water supply due to the city's geographic location. Both BSU and the Citrus Park Utility have water use permits for their respective current and future water supply, which do not come from this area.

4. Peak freshwater discharges of surface water during the wet season are affecting the health of the Caloosahatchee River Estuary. Additional storage is required in the basin and in the regional system to attenuate damaging peak flow events.

The City of Bonita Springs is not involved in the management of the storage or discharge of flows to the Caloosahatchee River Estuary.

However, the City of Bonita Springs continues to implement and plan for capital projects that improve water quality and quantity within the Everglades West Coast/Estero Bay Watershed. More information on those stormwater efforts was discussed in Section 3.0.

5. During dry conditions, surface water availability and current storage capacity sometimes are insufficient to meet water demands and environmental needs for the C-43 Canal and Caloosahatchee River Estuary.

The City of Bonita Springs is not involved in the management of the storage or discharge of flows to the Caloosahatchee River Estuary.

However, the City of Bonita Springs continues to educate its residents and the business community on water conservation measures through irrigation, property maintenance, landscape, and fertilizer wise ordinances. More information on those conservation efforts was discussed in Section 3.0.

6. Withdrawals from the FAS are expected to increase to meet future demands. Monitoring water levels and water quality in the FAS will be needed to ensure long term sustainability of the resource.

BSU monitors levels in its production wells and manages withdrawals to maintain an even distribution for long-term sustainability. The Citrus Park Utility withdrawals are limited by their respective water use permit as set forth in their consumptive use permit.

7. Climate change and sea level rise could impact the availability of freshwater resources in the LWC Planning Area.

Sea level rise is being reviewed by Lee County through a Countywide Vulnerability Assessment by the Lee County Natural Resources Department. Lee County typically engages municipalities within their jurisdiction on these efforts.

A member of the City of Bonita Springs City Council is a Task Force member on the Resilient Lee Task Force. This group focuses on topics ranging from critical infrastructure and community resilience, to support recovery efforts post Hurricane Ian. Other opportunities include the SWFL Resilience Collaborative Project group, which is an initiative intended to bolster resilience in the coastal communities of Sarasota, Charlotte, Collier, and Lee Counties. Their intent is to act as centralized resource and facilitator for resiliency, vulnerability, and adaptation efforts authored by that collaboration of local governments, stakeholders, and experts. The intent is to align efforts and share resources to develop impactful adaptation strategies that benefit the involved communities.

Section 5.0 Capital Improvement Projects

This section provides a brief description of the City of Bonita Springs Capital Improvements Program and Policies for Water Supply.

Because the City of Bonita Springs does not own or operate its own water supply facilities, and because both BSU and the Citrus Park Utility have adequate capacity and allocation to serve Bonita Springs through the planning period, Bonita Springs does not need to undertake any capital improvement projects or enter into agreements with the utility providers to ensure continued water supply at the current level of service.

The following **Table 5-1** is a Schedule of Capital Improvements for water supply projects proposed by BSU in the next five years and beyond. These projects will be funded as shown below.

Table: 5-1, BSU Water Supply Capital Improvements Projects (2024—2035) Estimated Costs in Millions of Dollars								
Project Name and Description	2024-2025	2025-2026	2026-2027	2027-2028	2028-2035	Water Source	Funding Provider	Construction and Operation Timeframe
Diversification of Lower Tamiami Aquifer		\$0.1	\$0.6			LTA	BSU	2026-2027
RO WTP and Upper Floridan Wellfield Expansion Phase III	\$16	\$1	\$1			UFA	BSU	2024-2026
East WRF 2.0 MGD Expansion					\$38	Reuse	BSU	2031-2032
Total Estimated Costs	\$16	\$1.1	\$1.6		\$38			
Source: BSU								

Section 6.0 Goals, Objectives, and Policies

An assessment of the Bonita Springs Comprehensive Plan (Bonita Plan Plan) goals, objectives, and policies (GOPs) was conducted to identify language relevant to water supply sources and facilities, conservation and reuse programs. These GOPs remain relevant in supporting the 2022 LWCWSP Update and addressing this Work Plan to address water supply planning and conservation planning efforts. Below are excerpts from the Future Land Use, Infrastructure, Conservation/Coastal Management, and Recreation Elements that support water supply and conservation efforts.

Future Land Use Element

Policy 1.1.19: Conservation - Intended for uplands and wetlands that are owned and used for long-range conservation purposes within the approximately 257 acres of gross land area in the land use category. This category includes public lands required to be used for conservation purposes by some form of legal mechanism such as a statutory requirement, funding or grant conditions.

- Appropriate uses include wildlife preserves; wetland and upland mitigation areas and banks; natural resource based parks, their associated support facilities and services, and ancillary uses for environmental research and education; historic and cultural preservation; and water conservation lands such as aquifer recharge areas, flow ways, and potable water well fields.
- Uses in wetland conservation areas shall not adversely affect the ecological or hydrologic function of the wetlands.

Policy 1.1.20: Resource Protection - Intended to recognize the environmental sensitivity of sizeable, privately owned, vacant lands located outside of developed areas or approved planned developments and identified as wetlands using FLUCCS data from the South Florida Water Management District.

- a. Appropriate uses are limited to residential use at a density of not greater than one unit per 20 gross acres and recreational uses within the approximately 1,904 acres of gross land area in the land use category that will not adversely affect the ecological or hydrologic functions of the wetlands.
- b. Specific locations of wetlands or rare and unique upland habitats not so designated on the Future Land Use Map may still be subject to development limitations associated with provisions contained in other Goals, Objectives and Policies contained in this Comprehensive Plan.

Policy 1.1.21: Density Reduction Groundwater Resource (DRGR) - Intended to recognize geographic areas that provide significant recharge to aquifer systems associated with existing potable water wellfields or future wellfield development. Land uses in these areas must be compatible with maintaining surface and groundwater levels at their historic levels. Allowable land uses are limited to conservation uses; agriculture; residential uses at a maximum density of one dwelling unit per 10 gross acres within the approximately 4,230 acres of gross land area in the land use category (approximate acreage includes annexed Lee County DRGR lands); public uses; non-profit recreational uses and essential services needed for the health safety and general welfare of the community such as lift stations, utility lines, equipment and appurtenances necessary for such systems to furnish adequate levels of service. Policy 1.1.21 does not apply to those annexed DRGR lands that have not yet been assigned a City of Bonita Springs future land use category. Those annexed areas are subject to Policy 1.1.10.3.

Policy 1.7.1: The City shall continue to protect the Imperial River, Oak Creek, Leitner Creek, and the Bayside drainage area of Little Hickory Island. New and existing development shall utilize the Best Management Practices, as established in Objective 9.3 of the Conservation/Coastal Management Element, targeting pollution control and water conservation education to existing residents. New development shall be required to ensure that the volume of stormwater runoff shall be no greater than that existing prior to development and that the quality of stormwater runoff shall be at least as good as that existing prior to development. Impacting these watersheds, new development will be required to adopt Best Management Practices approved by the City which will minimize runoff and reduce pollutants and are consistent with the Best Management Practices adopted by the City under Objective 9.3 of the Conservation/Coastal Management Element of this Comprehensive Plan, [reference Rules 62-4.242, 62-302, and 40E-4, F.A.C. and the South Florida Water Management District's Basis of Review for ERP Applications.]

Policy 1.7.4: The City shall protect its environmentally critical areas by requiring the use of Planned Development in locations exhibiting characteristics of environmentally critical areas including: (1) Areas designated as Resource Protection on the Future Land Use Map; (2) other wetlands identified on the map of Wetlands, Seagrass Beds, and Water Bodies in the Future Land Use Map Series, and; (3) Rare and Unique Upland Habitats, including sand scrub, coastal scrub and pine flatwoods referenced in the Conservation/Coastal Management Element, where these habitats can be categorized as mature due to the absence of severe impacts caused by logging, drainage and exotic infestation.

Developments shall incorporate clustering or other innovative and appropriate development techniques to avoid clearing and other impacts associated with the development footprint by shifting infrastructure and other structures to appropriate nonsensitive locations.

Infrastructure Element

POTABLE WATER SUB-ELEMENT¹

Goal 1: To provide quality potable water service throughout the City that is compatible with conservation of natural resources.

Objective 1.1: The City shall continue to ensure the provision of acceptable levels of potable water service throughout the City, indirectly through franchised utility companies.

Policy 1.1.1: Within certified, franchised or designated service areas an available supply, treatment and delivery of 235 gallons per day per equivalent residential connection (ERC) and delivery of potable water at a minimum pressure of 20 pounds per square inch (psi) at the meter anywhere in the system. (Cross Reference: Capital Improvements Element Policy 1.1.3.a)

Policy 1.1.2: The City shall enforce these levels of service under the concurrency requirements of Florida law by requiring one of the following before issuance of development permits:

a. Development orders or building permits will be issued subject to the condition that, at the time of issuance of a certificate of occupancy, the necessary facilities and services must be in place and available to serve the development being authorized; or

b. At the time development orders or building permits are issued, the necessary facilities and services are guaranteed to be in place and available to serve the development at the time of issuance of a certificate of occupancy through an enforceable development agreement pursuant to Section 163.3220, Florida Statutes, or through an agreement or development order pursuant to Chapter 380, Florida Statutes.

Policy 1.1.3: The City will cooperate with, and provide relevant data to the utility that provides service within the jurisdiction.

Objective 1.2: To ensure an adequate supply of potable water, the City shall increase its role in influencing private utility providers about service alternatives, facility locations, and conservation of resources.

Policy 1.2.1: The City shall encourage residential uses, and require nonresidential uses, to connect to central potable water utility when potable water lines have been installed immediately adjoining the property and service is available.

Policy 1.2.2: The City shall seek to be involved with the utility company providing potable water when the utility is evaluating alternatives concerning the City's potable water service.

Policy 1.2.3: The City shall collect data from private suppliers of potable water, including reporting of water flows, storage capacity, pressures, number of customers, committed future connections and proposed expansion plans on a yearly basis.

Goal 2: To ensure that future populations have access to potable water by using and strongly encouraging the conservation and resource management measures to reduce the consumption of potable water.

Objective 2.1: To protect its potable water resources.

Policy 2.1.1: The City Council shall encourage privately operated potable water utilities to adopt a "conservation" rate structure for users in their respective service areas.

Policy 2.1.2: The City shall consult with South Florida Water Management District to obtain suggestions on regulations to conserve water before adopting such regulations.

¹Editor's note(s)—Ord. No. 20-03, adopted May 20, 2020, included a water supply facilities plan update, but did not specifically amend the Comprehensive Plan.

Policy 2.1.3: The City shall develop and implement a water conservation program which shall include:

- a. Public education through distribution of information to residents regarding conservation, and involvement with programs encouraging water conservation.
- b. Use of drought-tolerant vegetation, xeriscape techniques, recycled water, or other available methods for landscaping publicly owned lands, and encouragement of private landowners to do the same to reduce usage of potable water for irrigation purposes.
- c. Providing incentives to encourage developers and property owners to employ techniques such as water recycling, reclamation, and reuse of greywater to reduce demand upon the water and sanitary sewer systems serving the City.

Objective 2.2: In order to reduce demand for potable water, and consistent with the State's water policy to encourage and promote water conservation and the reuse of reclaimed water, the City shall require the use of reclaimed or other alternative irrigation water for irrigation purposes and other authorized uses in areas where franchised utility companies have constructed or operate a reclaimed or other alternative irrigation water distribution system.

Policy 2.2.1: For all new residential projects, the City shall evaluate the incorporation of use of reclaimed or other alternative irrigation water for irrigation purposes. When deemed practical and feasible, the City shall require the project to connect to the franchised utility company's irrigation water system in accordance with the terms and conditions of the existing service availability policy.

Policy 2.2.2: Where reclaimed or other alternative irrigation water distribution facilities are available, the City shall enforce a requirement that no person use potable water, provided by a franchised utility system, for irrigation purposes.

SANITARY SEWER SUB-ELEMENT

Objective 1.2: To maintain or enhance water quality within the City.

Policy 1.2.1: The City shall require on-site sewage disposal systems to connect to central sanitary sewer when sanitary collection lines have been installed immediately adjoining, and service is available to, the property served by the on-site system.

- a. On-site sewage disposal systems other than standard septic tank systems shall be exempt from this requirement provided that such system has maintained continuous compliance with all rules, orders, statutes, and/or regulations relating to the operation and maintenance of the facility
- b. The City may waive mandatory connection, with approval of the state Department of Environmental Protection in the event:
 - 1. The central wastewater system does not have sufficient capacity to serve the additional demand; or,
 - 2. Connection to the central wastewater system imposes an undue financial hardship if such connection is made within the specified time period.

Policy 1.2.2: It is the City's policy to discourage new privately owned septic tanks and package sewage treatment plants.

Policy 1.2.3: It is the City's policy to encourage package treatment plants to connect to franchised utility companies' facilities where service is available.

Policy 1.2.4: The City shall increase its role in influencing private sanitary sewer service providers concerning alternatives, facility locations and conservation of resources.

Policy 1.2.5: The City shall collect data from private sanitary sewer providers, including reporting of sewage flows, holding and treatment capacity, number of customers, committed future connections and proposed expansion plans on a yearly basis.

Policy 1.2.6: The City shall request Bonita Springs Utilities (BSU) to give priority within its capital improvements schedule for any remaining cost feasible projects that may be needed to extend central sewer service to areas within the City now using septic tanks.

Goal 2: To further the public health and protect environmental quality by using and encouraging conservation and resource management measures to reduce generation of wastewater.

Objective 2.1: Promote the application of new technology and management practices to increase efficiency and to promote conservation of natural resources.

Policy 2.1.1: The City shall encourage privately operated sanitary sewer utilities to adopt a "conservation" rate structure for users in their respective service areas.

Policy 2.1.2: On-site sewer plants serving new golf course communities shall be designed to reuse effluent for irrigation purposes.

Policy 2.1.3: For all new residential projects, the City shall evaluate the incorporation of use of reclaimed or other alternative irrigation water for irrigation purposes. When deemed practical and feasible, the City shall require the project to connect to the franchised utility company's existing irrigation water systems.

STORMWATER MANAGEMENT/AQUIFER RECHARGE SUB-ELEMENT

Policy 1.1.6: Investigate techniques for, and feasibility of, storing and reusing stormwaters in order to maximize the efficient utilization of the City's resources and minimize the demand upon the potable water system serving the City.

Objective 1.3: To protect the City's groundwater supplies from those activities having the potential for depleting or degrading those supplies.

Policy 1.3.1: The City will work with Bonita Springs Utilities in its efforts to identify wellfields and/or relocation site(s) for existing wellfields well in advance of need.

Policy 1.3.2: Start a program to identify and map point and non-point sources of ground-water pollutants in the City.

Policy 1.3.3: The City will cooperate with, and forward relevant data to Bonita Springs Utilities for the purpose of identifying wellfields

Conservation/Coastal Management Element

Policy 7.12.1 : The City shall continue to protect the Imperial River and Bayside drainage area of Little Hickory Island. The use of "state of the art" Best Environmental Management techniques for new development and redevelopment and will target pollution control and water conservation education to existing residents....

g. Urge existing residents to use xeriscape plants when gardening or installing new shrubbery. Require such use for new development in the zone to conserve water and reduce pollution.

l. Involve neighborhood organizations.

m. Use non-structural approaches versus structural approaches for water resource management solutions.

r. Promote programs such as the "Keep it Clean" and "Florida Yards and Neighborhoods" to minimize inputs of stormwater pollutants into the bay.

Policy 16.1.7: The City shall protect the quality of its natural groundwater recharge area waters through application of its wellfield protection ordinance which controls activities and land uses within specified protection zones surrounding potable wellheads located within the City.

Policy 16.1.14: To protect groundwater recharge areas in the City's DRGR beyond the outer limits of wellfield protection zone 4 the City shall limit land uses to: conservation uses; agriculture; residential uses at a maximum density of one dwelling unit per 10 gross acres; public schools and other public uses; essential services, and non-profit recreational uses

Objective 16.3: Incorporation of Green Infrastructure into the Surface Water Management System. The long-term benefits of incorporating green infrastructure as part of the surface water management system include improved water quality, improved air quality, improved water recharge/infiltration, water storage, wildlife habitat, recreational opportunities, and visual relief within the urban environment.

Objective 16.5: Groundwater Resources.

Policy 16.5.1: The City will make efforts to encourage suppliers to seek alternative, renewable sources of water other than groundwater to meet current and future needs.

Policy 16.5.2: The City will make efforts to promote and establish and/or require water conservation when and where feasible for current and future development.

Policy 16.5.3: The City will promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.

Policy 16.5.4: The City will consider developing ordinances to address water-conserving landscape installation for new construction to maximize water savings in initial design and operation of both residential and commercial sites.

Policy 16.5.5: The City will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

Policy 16.5.6: The City will enforce the SFWMD's lawn and landscape irrigation rule, as may be revised.

Policy 16.5.7: The City will make efforts to review potable water demands and work with the Water Management District, Bonita Springs Utilities and other applicable suppliers to ensure that potable water demands are considered. (Cross Reference: Intergovernmental Coordination Element, Policy 5.1.1)

Policy 16.5.8: The City will enforce the SFWMD's lawn and landscape irrigation rule, as may be revised.

Policy 16.5.9: The City shall inform residents and businesses of, and shall encourage the use of cost-effective indoor and outdoor retrofits.

Policy 16.5.10: The City shall coordinate local water conservation education efforts with the SFWMD, and the Lee County School Board.

Policy 16.5.11: The City will promote and encourage the use of low impact development techniques (such as the Florida Water Star™ program, which is a point based, new home certification program for water-efficient developments, similar to the federal Energy Star program).

Recreation/Open Space Element

Policy 1.2.17: The City will discuss with Lee County the possibility using sites purchased under its 2020 Program, for low intensity recreational uses such as hiking trails, nature trails and boardwalks. These sites include #119 encompassing 131 acres in the Groundwater Protection Area, Site #81 involving 39 acres of mangrove on Fishtrap Bay and the Imperial River.

**City of Bonita Springs
Local Planning Agency
Draft Meeting Minutes**

May 22, 2025
9:00 A.M.

1. **Call to Order** - *Chairman Steve Lohan called the meeting to order at 9:00 a.m.*
2. **Pledge of Allegiance** - *Chairman Lohan led the Pledge of Allegiance.*
3. **Roll Call** - *The City Clerk called the roll:*
Present: 5 Chairman Lohan, Members Maturo, Colapietro, Dhooghe, and Townsend
Absent: 2 Members Lombardo and Hartford were excused
4. **Approval of Agenda** - *Motion made by Member Townsend to approve the agenda; seconded by Member Dhooghe. The motion carried unanimously by members present.*
5. **Public Comment** - *Chairman Lohan called for public comment; seeing none, he announced that there will be additional opportunities for public comment after each case presentation.*
6. **Review of the following comprehensive plan amendments for consistency with the City of Bonita Springs Comprehensive Plan:**

**A. Case Name: TYSON EYE CENTER COMPREHENSIVE PLAN AMENDMENT
(CPA24-117458-BOS)**

TO AMEND THE CITY OF CONITA SPRINGS FUTURE LAND USE MAP TO RE-DESIGNATE APPROXIMATELY 1.3 ACRES (+/-) OF PROPERTY LOCATED AT 25071 CHAMBER OF COMMERCE DRIVE FROM PUBLIC/SEMI-PUBLIC TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY.

Mr. Mike Fiigon, Senior Planner with Community Development, presented a summary of the applicant's request. This is an existing building and site which used to be the Chamber of Commerce office site. The purpose of the proposed map amendment is to provide for the adaptive reuse of an existing building to a medical office. The current zoning of the property allows for medical office use, but the current future land use designation of Public/Semi-Public does not. The application was reviewed for consistency with the Comprehensive Plan, and no inconsistencies were identified.

Next, Mr. Tom Slaughter, with Land Smart LLC, presented on behalf the applicant. Mr. Slaughter stated the building is currently vacant, there are no variances or site changes needed. There will be sidewalk and landscape upgrades. The applicant is asking to align the land use designation with the existing permitted use with a few improvements. Mr. Slaughter stated the neighborhood commercial zoning already exists with no impacts to the neighboring community and is consistent and compatible with the land use. Two public meetings were held, 10/03/24 and 03/06/25, with no members of the public attending either. (Copy of the staff report on file in the City Clerk's office).

Motion and Vote

*Member Colapietro made a motion to approve the request to amend the land use based on consistency with the Comprehensive Plan, seconded by Member Townsend. The City Clerk recorded the vote by roll call; **the motion carried 5-0.***

B. Case Name: WATER SUPPLY PLAN UPDATE (CPA25-119662-BOS)

TO AMEND THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN TO UPDATE THE CITY OF BONITA SPRINGS 10-YEAR WATER FACILITIES SUPPLY WORK PLAN AS REQUIRED BY STATE LAW.

John Dulmer, Community Development Director, presented a summary of the application, stating this is 10-year water supply facilities work plan update that is required by Florida Statute. Staff worked with Bonita Springs Utilities to obtain current, updated information. (Copy of the staff report on file in the City Clerk's office).

Motion and Vote

*Member Townsend made a motion to approve transmittal to the State, seconded by Member Dhooche. The City Clerk recorded the vote by roll call; **the motion carried 5-0.***

7. Approval of minutes from the LPA meeting held on May 16, 2024

*Member Townsend made a motion to approve the minutes; seconded by Member Colapietro. **The motion carried 5-0.***

In other business, Mr. Dulmer recognized former LPA Board Member Rex Sims, who recently passed away, for his contributions while on the Board. Also, the City Clerk reminded members that their yearly ethics disclosure must be submitted through the State Ethics Commission online system by July 1, 2025.

8. Adjournment - There being no further business, Chairman Lohan adjourned the meeting at 9:20 A.M.

PREPARED BY:

Teresa C. Grimes

APPROVED BY THE LOCAL PLANNING AGENCY

Date: _____

AUTHENTICATED:

Steve Lohan, Chairman

Attachment A

Text Amendment

INFRASTRUCTURE ELEMENT, POTABLE WATER SUB-ELEMENT

Objective 2.3: The City shall develop and update a Water Supply Facilities Work Plan within 18 months after the South Florida Water Management District approves their regional water supply plan or its update as required by Chapter 163, Part II, Florida Statutes. The City of Bonita Springs Water Supply Facilities Work Plan, incorporated by reference herein, addresses local issues pertaining to water supply resources and water conservation. The City encourages the private suppliers and utility company providing potable water to actively implement and utilize the Water Supply Facilities Work Plan as a guide to potable water supply facility planning.

ITEM TITLE: Approve settlement agreement with Somax, LLC and BB Sunset Properties, in connection with the Riverbend Residential Planned Development (RPD).

REQUESTOR: Derek Rooney, City Attorney, and John Dulmer, Community Development Director

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY: 6) Government Transparency

BACKGROUND:

In July 2024, Somax, LLC, filed two (2) lawsuits challenging the City Council's zoning approval of the Riverbend RPD (Ordinance No. 24-04). The City and BB Sunset Properties, LLC, are named as co-defendants in the lawsuits.

The City Attorney and Special Counsel David Theriaque have been in settlement discussions with all parties, and a proposed settlement agreement has been reached.

STAFF RECOMMENDATION: Approve settlement agreement.

ATTACHMENTS:

1. Settlement Agreement

REVIEWERS:

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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____ 2025, by and between SOMAX, LLC (“Somax”), CITY OF BONITA SPRINGS, FLORIDA (the “City”), and BB SUNSET PROPERTIES, LLC (“BB Sunset”). Somax, City and BB Sunset may each be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS:

WHEREAS, on June 5, 2024, the City Council for the City of Bonita Springs, Florida (“City Council”) adopted Zoning Ordinance No. 24-04, which approved an amendment to an existing Residential Planned Development to allow for that certain development set forth therein, including, without limitation, up to ten (10) detached villas, boat docks, and other accessory uses on property owned by BB Sunset (“Approval”).

WHEREAS, on July 5, 2024, Somax filed a Complaint against the City and BB Sunset, challenging the Approval, in the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, styled as *Somax, LLC v. City of Bonita Springs, Florida, and BB Sunset Properties, LLC*, Case No. 24-CA-004838 (“Comprehensive Plan Lawsuit”).

WHEREAS, on July 5, 2024, Somax also filed a Petition for Writ of Certiorari to the City Council of the City of Bonita Springs’ Approval to Amend Ordinance 10-02 against the City and BB Sunset, challenging the Approval, in the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, styled as *Somax, LLC v. City of Bonita Springs, Florida, and BB Sunset Properties, LLC*, Case No. 24-CA-004848 (“Petition for Writ of Certiorari”) (collectively with the Comprehensive Plan Lawsuit, the “Litigation”).

WHEREAS, Somax, the City, and BB Sunset desire to enter into this Agreement for the purposes of resolving the Litigation.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the receipt and sufficiency of which is acknowledged by the Parties, Somax, the City, and BB Sunset, intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties’ mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. BB Sunset shall submit to the City a request for administrative approval that is substantially similar to that certain revised master concept plan, attached hereto and incorporated herein as Exhibit “A” (the “Revised Development”), which shall include, without limitation, the following:
1. Six (6) Detached Villas instead of ten (10) Detached Villas;
 2. Six (6) boat lifts, instead of ten (10) boat docks, one for each Detached Villa; and
 3. Six (6) swimming pools, one for each Detached Villa.
- B. BB Sunset shall be limited by the intensity contemplated by the Revised Development, which shall be binding upon its successor and assigns.
- C. Somax shall file a Notice of Voluntary Dismissal With Prejudice in the Comprehensive Plan Case within five (5) days of the Effective Date of this Agreement.
- D. Somax shall file a Notice of Voluntary Dismissal With Prejudice for the Petition for Writ of Certiorari within five (5) days of the Effective Date of this Agreement.

3. **Contingency; Effective Date.** The Parties’ obligations and rights under this Agreement are expressly contingent upon (i) approval of this Agreement by City Council as set forth in Section 5 of this Agreement hereinbelow; and (ii) BB Sunset’s receipt of an administrative approval from the City for a development substantially similar to the Revised Development. The effective date of this Agreement shall be the date the administrative approval for a development substantially similar to the Revised Development is issued by the City (“Effective Date”). In the event the City does not approve a development substantially similar to the Revised Development, this Agreement shall be null and void and the Parties shall retain all of their rights, including, without limitation, continuing with the Litigation. No term or condition of this Agreement shall be construed as to proscribe, limit, or affect the ability of the City Council to enforce its Comprehensive Plan and its Land Development Code.

4. **Restrictive Covenant.** Within thirty (30) days after the Effective Date of this Agreement, BB Sunset shall record in the Official Records of Lee County, Florida, that certain Declaration of Restrictive Covenant, attached hereto and incorporated herein as Exhibit “B”.

5. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement

shall not become binding upon the Parties unless and until the City Council approves this Agreement at a public meeting in accordance with Florida law.

6. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Lee County, Florida.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

8. **Non-Waiver.** Failure by Somax, the City, or BB Sunset to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and Somax, the City, and BB Sunset, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

9. **Mutual Releases.**

- A. Somax hereby waives and releases, acquits, satisfies, and forever discharges the City (including its elected officials and employees) and BB Sunset, and any and all affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the “City and BB Sunset-Related Parties”), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Somax ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, Somax covenants with and warrants to the City and BB Sunset, including the City and BB Sunset-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the City and BB Sunset, including the City and BB Sunset-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. Further, Somax agrees not to object, contest or appeal (i) the issuance by the City of an administrative approval of a development substantially similar to the Revised Development; and (ii) the issuance by any governmental authority with jurisdiction of any permit or approval related to the Revised Development. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- B. The City and BB Sunset hereby waive and release, acquit, satisfy, and forever discharge Somax, including its officers, members, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, heirs, and assigns thereof (collectively, the “Somax-Related Parties”), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the City and BB Sunset ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the City and BB Sunset covenant with and warrant to Somax, including the Somax-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Somax, including the Somax-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

10. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the Litigation. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

11. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder,” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include the other gender.

12. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No

representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

13. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court.

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

15. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

16. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the Litigation, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Litigation. The acceptance of proposals for purposes of this Agreement is part of a settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

17. **Attorneys' Fees; Costs.** The Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the Litigation and in the preparation of this Agreement. In the event of a dispute between the Parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including any incurred in an appeal.

18. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight

commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Somax:

Somax, LLC
27381 Oak Knoll Drive
Bonita Springs, FL 34134

With a copy to:

J. Michael Coleman, Esquire
Coleman, Taylor, Klaus, Doupe, Diaz & Torrez, P.A.
4099 Tamiami Trail North, Suite 201
Naples, FL 34103

(b) To City:

City Council of the City of Bonita Springs
Bonita Springs City Hall
9101 Bonita Beach Road Southeast
Bonita Springs, FL 34135

With copies to:

David A. Theriaque, Esquire
S. Brent Spain, Esquire
Theriaque & Spain
433 N. Magnolia Drive
Tallahassee, FL 32308

and

Derek P. Rooney, Esquire
GrayRobinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, FL 33901

(b) To BB Sunset:

Benjamin Luongo, Manager
BB Sunset Properties, LLC
11885 Easter Lane
Dunkirk, MD 20754

With a copy to:

Noel J. Davies, Esquire
Jarred D. Duke, Esquire
Davies Duke, PLLC
3301 Bonita Beach Road, Suite 213
Bonita Springs, FL 34134

or to such other address as any Party hereto shall from time to time designate to the other Parties by notice in writing as herein provided.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

20. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them as set forth herein.

Signed, sealed, and delivered before me:

CITY OF BONITA SPRINGS, FLORIDA

By:_____

Name: Mike Gibson

Its: Mayor

Date:_____

ATTEST, BY THE CLERK OF THE
CITY OF BONITA SPRINGS, FLORIDA:

Mike Sheffield, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF BONITA SPRINGS, FLORIDA:

Derek P. Rooney, City Attorney

WITNESSES

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged and witnessed before me by means of [] physical presence or [] online notarization, this ____ day of _____ 2025, by _____, as Manager of Somax, LLC, who [] is personally known to me or [] has produced a driver's license as identification.

(Notary Seal)

SOMAX, LLC

By: _____

Name: _____

Its: Manager

Date: _____

Printed Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

WITNESSES

BB SUNSET PROPERTIES, LLC

Print Name: _____

By: _____

Name: Benjamin Luongo

Its: Manager

Print Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged and witnessed before me by means of [] physical presence or [] online notarization, this ____ day of _____ 2025, by Benjamin Luongo, as Manager of BB Sunset Properties, LLC, who [] is personally known to me or [] has produced a driver's license as identification.

(Notary Seal)

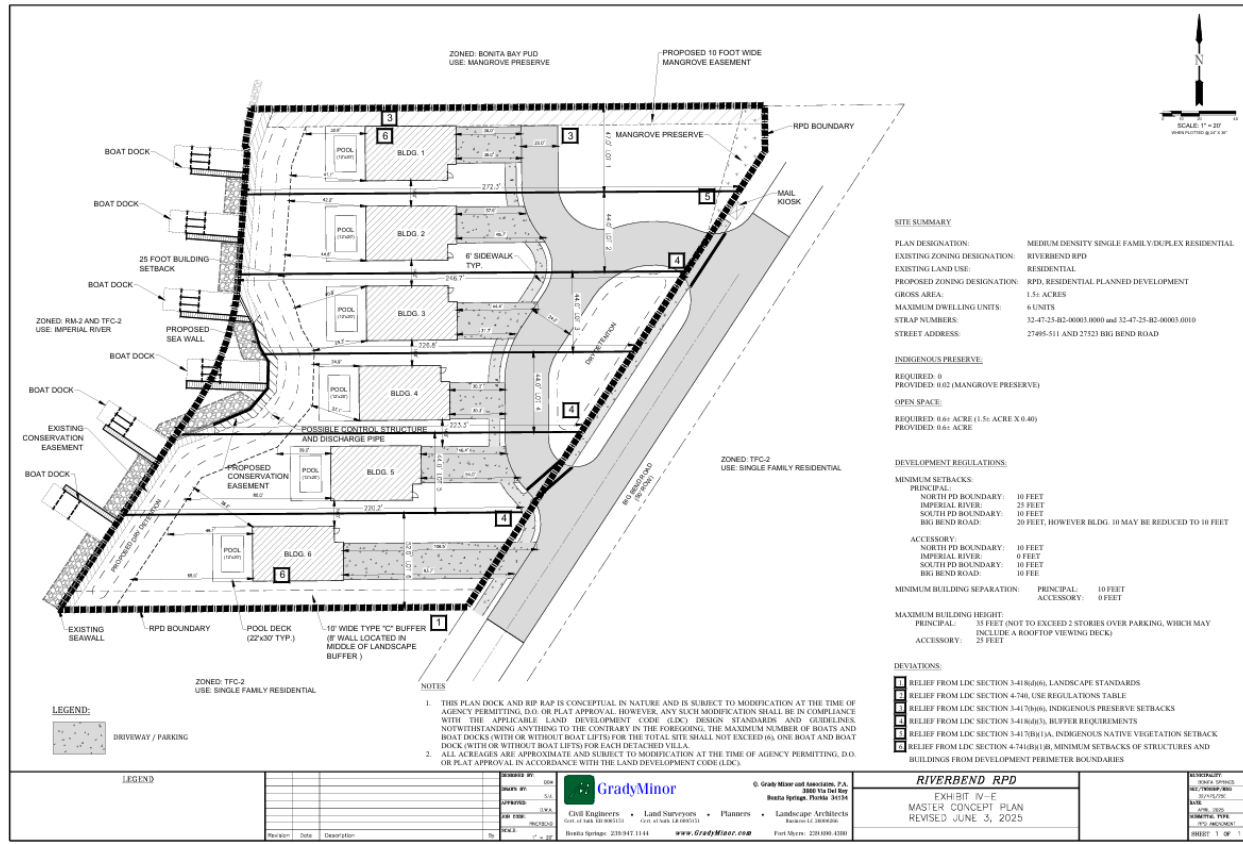
Printed Name: _____

Notary Public, State of _____

Commission No. _____

My commission expires: _____

Revised Development



Declaration of Restrictive Covenant

Prepared by and after recording
return to:

Noel J. Davies, Esq.
Davies Duke, PLLC
1415 Panther Lane, Suite 442
Naples, FL 34109

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this “Declaration”) is made this _____ day of _____, 2025 (the “Effective Date”), by **BB Sunset Properties, LLC**, a Florida limited liability company (“Declarant”), in favor of **Somax, LLC**, a Delaware limited liability company (“Somax”).

WITNESSETH:

WHEREAS, Declarant is the record owner of the fee simple interest in and to that certain real property located in Lee County, Florida, legally described as:

PARCEL 1:

From the Southeast corner of Section 32, Township 47 South, Range 25 East, Lee County Florida; run West 665 feet along the South line of said Section 32 to the centerline of Imperial River Road; thence North 0° 13' 45" West 1768.5 feet to the North line of Tarpon Avenue; thence West 1374 feet along said North line of Tarpon Avenue to the West line of Big Bend Road; thence North 0° 10' 45" West 800 feet along said West line of Big Bend Road to a concrete monument; thence North 33° 33' 30" East 288 feet to the Point of Beginning; thence continue North 33° 33' 30" East 192 feet; thence North 25 feet; thence West 286 feet more or less to the Imperial River; thence Southwesterly along the meanders of said river to a point due West of the Point of Beginning; thence East to the Point of Beginning.

Together with an easement over and across that certain parcel described as follows: From the Southeast corner of Section 32, Township 47 South, Range 25 East, Lee County Florida; run West 665 feet along the South line of said Section 32 to the centerline of Imperial River Road, thence North 0° 13' 45" West 1768.5 feet to the North line of Tarpon Avenue; thence West 1374 feet along said North line of Tarpon Avenue to the West line of Big Bend Road, thence North 0° 10' 45" West 800 feet along said West line of Big Bend Road; thence continue North 33° 33' 30" East 240 feet along said West line of Big Bend Road to the Point of Beginning; thence

continue North 33° 33' 30" East 48 feet; thence West 50 feet; thence Southeasterly to the Point of Beginning.

("Parcel 1").

PARCEL 2:

From the Southeast corner of Section 32, Township 47 South, Range 25 East, Lee County Florida; run West 665 feet along the South line of said Section 32 to the centerline of Imperial River Road; thence North 0° 13'45" West 1768.5 feet along said centerline of Imperial River Road to the North line of Tarpon Avenue; thence West 1374 feet along said North line of Tarpon Avenue to the West line of Big Bend Road; thence North 0° 10'45" West 800 feet along said West line of Big Bend Road to a concrete monument; thence North 33° 33'30" East 180 feet along the said West line of Big Bend Road for a point of beginning; from point of beginning continue North 33° 33'30" East 108 feet; thence West 230 feet more or less to the waters of the Imperial River; thence Southwesterly 108 feet more or less along said waters to a line bearing West from the point of beginning; thence East to the point of beginning.

Subject to an easement for ingress and egress as described as follows: From the concrete monument on Big Bend Road, referred to in the legal description of the property, run North 33° 33'30" East 240.00 feet along said West line of Big Bend Road to the Point of Beginning; thence continue North 33° 33'30" East 48 feet (Northeast corner of basic parcel); thence West 50 feet; thence Southeasterly to the point of beginning.

("Parcel 2", collectively, with Parcel 1, the "Property");

WHEREAS, Somax is the record owner of the fee simple interest in and to that certain real property located in Lee County, Florida, legally described as Lot 16, Bonita Bay Unit Fifteen, a subdivision according to the map or plat thereof, as recorded in Plat Book 49, Pages 22 through 30, of the Public Records of Lee County, Florida (the "Benefitted Property"), which Benefitted Property is located on the other side of the river from the Property; and

WHEREAS, Declarant desires to impose a restrictive covenant on the Property as set forth herein and which shall inure to the benefit of the Benefitted Property.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Declarant hereby imposes the following restrictive covenant with respect to the Property.

1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by reference.

2. Binding Effect. The Property shall be held, sold, conveyed, transferred and occupied subject to the restrictive covenant described in this Declaration. This Declaration shall run with the Property in perpetuity and shall bind all parties having any right, title or interest in all or any part of the Property and their respective grantees, heirs and successors in title, and shall inure to the benefit of the fee owner of the Benefitted Property, and its respective successors in title and assigns.

3. Restrictive Covenant. The Declarant, as the owner of the Property, for itself, its grantees, heirs, and their successors and assigns, hereby declares that all of the Detached Villas¹, boat lifts, boat docks, boats and swimming pools on the Property shall not exceed the following:

A. Six (6) Detached Villas;

B. Six (6) boat lifts;

C. Six (6) boats and boat docks (with or without boat lifts), only one boat and boat dock (with or without boat lifts) for each Detached Villa; and

D. Six (6) swimming pools.

4. Recording. This Declaration shall be recorded in the Official Records of Lee County, Florida against the Property.

5. Amendment or Termination. The Declaration may only be amended or terminated by a recorded document agreed to and executed by both the owner(s) of all of the Property and the owner of the Benefitted Property.

6. Duration. This Declaration shall run with the land and shall inure to the benefit of the fee owner of the Benefitted Property, and its respective grantees, successors in title and assigns and shall continue in full force and effect against the Property and Declarant and to any and all parties hereafter having any right, title or interest in the Property or any part thereof for a term of ninety (90) years from the Effective Date. After said ninety (90) year period, this Declaration shall be automatically extended for successive periods of ten (10) years, unless a termination of this Declaration shall have been recorded by the fee owner of the Benefitted Property, and its respective successors in title and assigns in the Public Records of Lee County, Florida. Said termination of

¹ As defined in City of Bonta Springs Zoning Ordinance No. 24-04.

this Declaration must be executed and acknowledged by the fee owner of the Benefitted Property, and its respective successors in title and assigns. In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the “rule against perpetuities” or any other rule of law because of the duration of the period involved, the period specified in this Section 6 shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, “Measuring lives” shall be that of current Florida Governor, Ronald Dion DeSantis.

7. Miscellaneous. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive venue for the adjudication or resolution of any disputes or claims arising under this Declaration shall be in a state court of competent jurisdiction in or for Lee County, Florida. The prevailing party in any action to enforce or interpret the terms, conditions and provisions of this Declaration shall be entitled to recover its attorneys’ fees and court costs from the non-prevailing party, including without limitation, any fees and/or costs incurred on appeal.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenant on the Effective Date.

WITNESSES:

BB Sunset Properties LLC, a Florida
limited liability company

By: _____
Name: _____

Printed Name:
Address: _____

Its: _____

Printed Name:
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and witnessed before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2025, by _____ as _____ of BB Sunset Properties LLC, a Florida limited liability company, who is _____ personally known to me or has _____ produced a valid driver's license or _____ as identification.

NOTARY SEAL

Notary Public

Printed Name

My Commission Expires: _____

AGREED TO AND ACCEPTED BY:

WITNESSES:

Somax, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

Printed Name:

Address: _____

Printed Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and witnessed before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2025, by _____ as _____ of Somax, LLC, a Delaware limited liability company, who is _____ personally known to me or has _____ produced a valid driver's license or _____ as identification.

NOTARY SEAL

Notary Public

Printed Name

My Commission Expires: _____

ITEM TITLE: Approve an Interlocal Agreement with Lee County for the administration of Opioid Settlement funds received by the City.

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

On December 15, 2021, City Council authorized the execution of an Opioid Participation Agreement and other documents as requested by the Florida Attorney General.

The City has been notified that we will receive approximately \$4,000 per year for the next 18 years.

Lee County is a Qualified County and has adopted an Opioid Abatement Strategy for Lee County ("Lee Abatement Strategy") which provides that funds received from the Opioid Litigation funds are expended towards forward-looking strategies, programing and services to expand prevention and treatment options for individuals impacted by substance use disorders consistent with the Florida Plan.

The City wishes to enter an Interlocal Agreement with Lee County to adopt the Lee Abatement Strategy plan to maximize the amount available funding for opioid abatement in the local community. The agreement will authorize City funds to be transferred to Lee County to be disbursed in accordance with the goals and obligations of the Florida Plan.

STAFF RECOMMENDATION: Approval of the Interlocal Agreement

ATTACHMENTS:

1. Proposed Interlocal Agreement
2. Lee Abatement Strategy (Exhibit A)

REVIEWERS:

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

**INTERLOCAL AGREEMENT
BETWEEN LEE COUNTY AND THE CITY OF BONITA SPRINGS
RELATING TO OPIOID ABATEMENT**

This Interlocal Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025 by and between **LEE COUNTY**, a political subdivision and charter County of the State of Florida (the "COUNTY"), through its Board of County Commissioners, and the **CITY OF BONITA SPRINGS**, a municipal corporation in the State of Florida (the "CITY"), through its City Council (collectively the "Parties").

RECITALS:

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

WHEREAS, a local, state, and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, the COUNTY and CITY have suffered harm from the opioid epidemic; and

WHEREAS, The Attorney General for the State of Florida, along with a number of Florida cities and counties, filed actions against a number of opioid manufacturers and their supply chain to hold them accountable for the harms caused to their residents ("Opioid Litigation"); and

WHEREAS, the parties to the Opioid Litigation entered into a the Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement ("Florida Plan") which sets forth the framework for a unified plan between the

state and its local governments regarding the proposed allocation and use of Opioid Litigation settlement funds. The Florida Plan, as currently drafted, divides the settlement funds into three funds: (i) the City/County Fund; (ii) the Regional Fund (which includes funds to “Qualified Counties” in addition to funds received in the City/County Fund); and (iii) the State Fund; and

WHEREAS, the County is a Qualified County as that term is defined within the Florida Plan and has adopted a Opioid Abatement Strategy for Lee County (“Lee Abatement Strategy”) which provides that funds received from the Opioid Litigation funds are expended towards forward-looking strategies, programing and services to expand prevention and treatment options for individuals impacted by substance use disorders consistent with the Florida Plan; and

WHEREAS, the purpose and intent of this Agreement is to define the terms and conditions by which the CITY adopts and participates in the Lee Abatement Strategy; and

WHEREAS, the CITY finds that it is in the best interests of Parties to maximize the amount available funding for opioid abatement in the local community; and

WHEREAS, the COUNTY and the CITY find that entering into this Interlocal Agreement serves a public purpose and is to the public’s benefit.

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

1. The forgoing recitals are accepted as true correct and incorporated herein as findings in support of this Agreement.

2. The CITY hereby adopts the Lee Abatement Strategy, as may be amended from time to time, more particularly described on Exhibit "A" to this Agreement to the CITY.
3. The CITY will transfer funds received under the Florida Plan to the COUNTY in furtherance of the Lee Abatement Strategy.
4. The COUNTY will expend funds provided by the CITY under this Agreement pursuant to the Lee Abatement Strategy in furtherance of the goals and obligation of the Florida Plan.
5. Authorizes the Parties to execute all documents necessary to effectuate the Florida Plan including satisfaction of all reporting requirements of the Florida Plan.
6. This Agreement is not a general obligation of either party. The obligations of either party as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Opioid Litigation settlement funding annually which are designated for regional, city or county use pursuant to the terms of the Florida Plan. No liability shall be incurred by either party beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by either party for any or all of this Agreement for a new fiscal period, such party is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated.

7. CITY and COUNTY shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes.

Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of section 768.28, Florida Statutes, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third Parties for any matter arising out of this Agreement.

8. This Agreement shall be effective upon the date filed by the COUNTY with the Clerk of the Circuit court as provided in Section 163.01(11), Florida Statutes.

9. Any amendments to this Interlocal Agreement must be in writing signed by both Parties with the same formality as that contained herein.

IN WITNESS THEREOF, the COUNTY caused this Agreement to be executed by the Chairman of the Board of County Commissioners and the CITY has caused this Agreement to be executed by the Mayor of City of Bonita Spring, Florida. Said Agreement to become effective and operative with the fixing of the last signature hereto.

ATTEST:

CITY OF BONITA SPRINGS

BY: _____
City Clerk

BY: _____
Mike Gibson, Mayor

APPROVED AS TO FORM:

Derek Rooney, City Attorney

ATTEST:

KEVIN C. KARNES CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Kevin Ruane, Chair

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY:

Lee County Attorney's Office



Lee County
Southwest Florida

OPIOID ABATEMENT STRATEGY SUMMARY

LEE COUNTY GOVERNMENT

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Background

Florida was the epicenter of the nation's ongoing prescription drug epidemic, particularly the unregulated pain clinics that is cited as a significant contributor to the opioid problem. Between 2013 and 2017, opioid overdoses rose 800 percent, according to Lee Health. To reduce the opioid abuse the state adopted legislation regulating pain clinics and instituted a prescription drug-monitoring program. To reduce demand for opioids local governments focused less on punishing drug users, spending millions on treatment and prevention programs.

On May 15, 2018, the Florida Attorney General's Office filed action in state court against some of the nation's largest opioid manufacturers and distributors for their role in the opioid crisis.

On July 9, 2019, Lee County filed a complaint against pharmaceutical companies in federal court.

On August 6, 2019, the Board awarded the law firm Ferrer Poirot & Wansbrough with a contract to provide legal services seeking to recover any and all damages incurred by the County from the opioid epidemic.

On January 19, 2021, the BoCC approved the Opioid Allocation agreement with the Florida Attorney General (AGO) agreeing to the AGO filing a new lawsuit with the local governments as parties or adding local governments to its existing opioid litigation.

In April 2021, County Administration submitted the Florida Allocation and Statewide Response Agreement to the Florida Office of the Attorney General and designated the Public Safety Coordinating Council as the local task force to address the opioid epidemic. County staff also finalized the abatement plan and interlocal agreement with the City of Cape Coral to ensure adequate infrastructure was in place to effectively implement core abatement strategies, upon the allocation of settlement funds.

Task Force

The Florida Opioid Allocation and Statewide Response Agreement requires that County's establish an opioid taskforce or other similar board, commission, council or entity, including some existing sub-unit of the County's government responsible for substance abuse prevention, treatment, or recovery of which it is a member, or it operates in connection with its municipalities or others on a local or regional basis. For this purpose, Lee County has designated the Public Safety Coordinating Council as the local task force to address the opioid epidemic.

Public Safety Coordinating Council

The Lee County Public Safety Coordinating Council (PSCC) was established in accordance with Florida Statue 951.26. The council consists of the state attorney, the public defender, the chief circuit judge, chief county judge, chief correctional officer, sheriff, state probation circuit administrator, chairperson of the county commissioners, county probation or pretrial director, director of a local substance abuse treatment provider and a representative from county and state job programs who work with offenders and victims.

The council meets quarterly for the purpose of assessing population status of the county jail and formulating recommendations to ensure that the capacities of the facility are not exceeded. PSCC meetings also provide progress updates related to current initiatives such as specialty courts (mental health, veterans, and drug), the Lee County Sheriff's Office reentry initiative, pre-trial release programs, substance abuse and behavioral health programs, the Bob Janes Empowerment Center (a jail diversion shelter), as well as other activities aimed at reducing the number of individuals with mental health and substance use disorders involved in the criminal justice system.

The PSCC makes recommendations and assessments of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within the county jail. Discussions also include agency initiatives during the reporting period to reduce overcrowding to include jail management, differentiated case management and early identification of appropriate diversion candidates.

Key Stakeholders

Making significant reductions in the use and abuse of opioids in Lee County requires as community-wide collaboration and capacity to identify, implement, and sustain strategies that address outreach, engagement, and assessment, prevention, diversion, treatment, discharge planning, and long-term recovery to prevent recidivism for individuals impacted by opioid use disorder. This community-based approach includes but is not limited to, partnerships with local substance abuse and mental health providers, education and prevention groups, persons with lived experience, law enforcement, health system, justice systems, homelessness response systems, and emergency medical services.

As a result of growing community concerns surrounding the abuse of opioids, the Public Safety Coordinating Council (PSCC), Law Enforcement entities, Health System, County Government, and other community leaders support the Core Abatement Strategies outlined here within. Lee County is committed to engaging these, and other, key stakeholders to further develop the abatement strategies and action steps as community needs change and resources become available.

Core Abatement Strategies

Strategy 1: Updated Sequential Intercept Mapping and Improved Behavioral Health System Design

Numerous members of the PSCC participated in a Sequential Intercept Mapping (SIM) project facilitated by the Criminal Justice, Mental Health and Substance Abuse Technical Assistance Center at Florida Mental Health Institute in 2016 (report issued in June 2016). The mapping identified the continual need for diversion from arrest/incarceration and inappropriate hospitalization, as well as the need to expand the traditional referral sources to include referrals from the Court system to alleviate unnecessary prolonged incarceration for those who have already been arrested and jailed and the need for supportive housing. Instead of arrest and incarceration or continued incarceration, the individuals could be admitted to the Bob Janes Empowerment Center where they receive shelter and access to behavioral health services.

The PSCC and the Governing Board of the Bob Janes Empowerment Center endorsed the expansion of referral sources into the Bob Janes Empowerment Center as a result of the 2016 SIM. New referrals sources included Specialty Courts (currently Mental Health & Veterans) and during the First Appearance process for those individuals identified as repeat offenders with multiple arrests and jail stays, often-prolonged stays.

To further evaluate and expand the behavioral health response system in Lee County, the PSCC and the Governing Board of the Bob Janes Empowerment Center have begun the planning process to conduct another SIM project facilitated by the Criminal Justice, Mental Health and Substance Abuse Technical Assistance Center at Florida Mental Health Institute. This SIM will take a broader approach to evaluating the mental health and substance abuse treatment system, focusing on the development of a plan for the integration of all Core Elements of a Behavioral Health Continuum of Care Model:

- Outreach, engagement, and assessment;
- Prevention and Diversion Strategies;
- Treatment;
- Discharge Planning; and
- Long Term Recovery to Prevent Recidivism.

Strategy 1 will be accomplished through the following action step(s):

Action Step 1:

Complete an expanded SIM project to develop a plan for the integration of all Core Elements of a Behavioral Health Continuum of Care Model.

Action Step 2:

Implement a coordinated system of care to address behavioral health needs in Lee County¹.

¹ <https://www.leegov.com/dhs/funding>

Strategy 2: Expanded Prevention and Education Programs

The Lee County Chapter of the National Alliance on Mental Illness (NAMI) Lee County participates on the PSCC, and provides programs, services, and community outreach such as: support groups; education courses for peers and family members throughout the community; facilitator training classes; peer specialist services and an Information/Referral Helpline. Trainings are provided that educate partner agencies and community members on how to recognize and appropriately respond and treat behavioral health issues.

The Lee County Coalition for a Drug-Free Southwest Florida has adopted a public health approach for reducing underage drinking and substance abuse related problems in Lee County. This model recognizes that no institution or organization alone can address these issues; it is only through strong community support and partnerships that we will be able to create sustainable community-wide change. The Coalition has developed a strategic plan² that brings together information from a wide range of sources regarding the nature of substance abuse in the community, the factors that contribute to substance abuse in Lee County, and the costs and consequences of substance abuse. The goal of this planning process is to create a shared vision and a community strategic plan to address the issues that are specific to the needs of Lee County.

Both NAMI and the Lee County Coalition for a Drug-Free Southwest Florida identify prevention and education as key initiatives for reducing substance abuse in Lee County.

Strategy 2 will be accomplished through the following action step(s):

Action Step 1:

Expand school-based programs that provide youth with decision-making skills and methods of controlling their moods and impulses.

Action Step 2:

Expand community-based programs for adults and youth with substance abuse, mental health and co-occurring disorders, specifically those programs which are evidence based and supported with the Substance Abuse and Mental Health Services Administration.

Action Step 3:

Expand programs that provides education and opportunities for the proper disposal of unused and expired prescription drugs.

² <https://www.drugfreeswfl.org/wp-content/uploads/2017/11/7233e7c12f4bd2b31652a8a1b9feob7f.pdf>

Strategy 3: Increased Use of Overdose Reversal Medications

The Lee County department of health, law enforcement partners, and emergency medical services has widely adopted the use of overdose reversal medications. Lee County Coalition for a Drug-Free Southwest Florida also distributed Narcan to individuals and community partners.

Strategy 3 will be accomplished through the following action step(s):

Action Step 1:

Expanded training for first responders, schools, community support groups and families.

Action Step 2:

Increase distribution to individuals who are at risk or residing with someone who is at risk of overdose.

Strategy 4: Increase Access to Medication Assisted Treatment (MAT)

MAT provides treatment for alcohol use disorders and opioid use disorders that includes the use of medication along with counseling and other support. Salus Care's Medication Assisted Treatment clinic, led by addiction psychiatrist and medical director of substance abuse and outpatient psychiatry Dr. Zaheer Aslam, is staffed by a psychiatric advanced practice registered nurse (APRN) and others, including care coordinators who link patients with community resources, provide case management and needed therapy. Peer specialists are also available to share personal experiences and triumphs, thus creating a sense of encouragement and possibilities for patients.³

Operation PAR also provide MAT in Lee County. For individuals addicted to opiates (pain pills, heroin, Oxycontin, etc.) Operation PAR's MAPS have a proven track record for improving the quality of life for patients. We offer Methadone Maintenance, Methadone Detox, Buprenorphine Maintenance and Detox, and other medication assisted treatments.⁴

Strategy 4 will be accomplished through the following action step(s):

Action Step 1:

Expanded training for first responders, schools, community support groups and families

Action Step 2:

Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

³ <https://www.saluscareflorida.org/treatment-services/adults/>

⁴ <http://www.operationpar.org/services/medication-services/>

Strategy 5: Develop and Implement Harm Reduction Programs

Harm reduction is endorsed by the Substance Abuse and Mental Health Services administration as a critical component “to keeping people who use drugs alive and as healthy as possible and is a key pillar in the multi-faceted Health and Human Services’ Overdose Prevention Strategy....Harm reduction approaches have proven to prevent death, injury, disease, overdose, and prevent substance misuse or disorder. Harm reduction is an effective approach to addressing the public health epidemic involving substance use as well as infectious disease and other harms associated with drug use.”⁵

Needle or Syringe exchange programs are commonly referred to as Syringe Services Programs or SSPs. The focus of SSPs is to reduce the spread of disease (harm reduction), and to link individuals with testing, prevention, and treatment resources. While syringe exchange is a component of SSPs, the most vital outcome of the program is the ability to engage populations that often remain hidden and would not otherwise seek assistance. Other program components that assist with this include:

- Referral to substance use disorder treatment programs.
- Screening, care, and treatment for viral hepatitis and HIV.
- Education about overdose prevention and safer injection practices.
- Vaccinations, including those for hepatitis A and hepatitis B.
- Screening for sexually transmitted diseases.
- Abscess and wound care.
- Naloxone distribution and education.
- Referral to social, mental health, and other medical services.⁶

Programs do not provide controlled substances or drugs of any kind. Due to one-to-one exchange requirements, the program does not increase the number of needles in circulation.

“SSPs reduce health care costs by preventing HIV, viral hepatitis, and other infections, including endocarditis, a life-threatening heart valve infection. The estimated lifetime cost of treating one person living with HIV is more than \$450,000. Hospitalizations in the U.S. for substance-use-related infections cost over \$700 million each year. SSPs reduce these costs and help link people to treatment to stop using drugs.”⁷

Strategy 5 will be accomplished through the following action step(s):

Action Step 1:

Provide comprehensive syringe services programs with more wrap-around services, including linkage to Opioid Use Disorder treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

⁵ <https://www.samhsa.gov/find-help/harm-reduction>

⁶ <https://www.cdc.gov/ssp/syringe-services-programs-faq.html>

⁷ <https://www.cdc.gov/ssp/syringe-services-programs-faq.html>