

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, JANUARY 20, 2021
9:00 A.M.
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG Any written public comment must be received by 4:00 P.M. January 19, 2021.

[CLICK HERE](#) to watch the meeting online, or visit the City’s website at WWW.CITYOFBONITASPRINGS.ORG and click “How do I?” and then click “Watch a meeting live” to access the live stream.

1. Call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items
8. Zoning and Land Use items:
 - A. Public Hearing of the following Zoning Resolution: A Zoning Resolution of the City of Bonita Springs requesting a Variance from LDC 6-113(4), which allows two wall signs on a double frontage lot, to allow two additional wall signs on a proposed medical building on a through Lot at 28120 S. Tamiami Trail; and, providing for an effective date. (Greensheet No. 21-01-015)

Short recess, if needed.

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)
 - A. Approve Resolution accepting Mettauer Environmental as the lowest responsive and responsible bid for Ditch Maintenance RFB 20-20 in the Annual Maintenance amount of \$233,826.88 pending approval of bid submittal documentation. (Greensheet No. 21-01-012)
 - B. Review of October 2020 and November 2020 Monthly Financial Reports. (Greensheet No. 21-01-016)
 - C. Approve a sub-recipient agreement between Lee County and City of Bonita Springs for FY2020-2021 Community Development Block Grant (CDBG) Entitlement Funds. (Greensheet No. 21-01-014)

- D. Approve a Resolution appointing two new board members to the Art in Public Places Board. (Quaremba; Greensheet No. 21-01-018)
- E. Approve a Resolution for a Budget Transfer to use unspent loan proceeds from the 2020 land acquisition to go towards the first debt payment. (Greensheet No. 21-01-023)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Proclamations and Presentations:

- A. Presentation of Certificates of Recognition to Council Member Amy Quaremba, Shari Mink, Paula Corrie, Sheila Morales, Linda Schwartz and Ann Grandell for their efforts in coordinating and implementing the Mask Project. (Amy Quaremba)
- B. Presentation on code enforcement statistics from 2020 and updates on Emergency Management. (Greensheet No. 21-01-020)

Short recess, if needed

11. Mayor and Council Member Items:

- A. Discussion regarding mural located in City Council chambers and direction to staff. (Carr; Greensheet No. 21-01-017)

12. Public Hearing:

- A. First Reading of the following Ordinance: An Ordinance of the City of Bonita Springs; Authorizing the sale of Real Property known as the Levin Lot in the Old 41 Downtown to Rooftop at Riverside, LLC; and providing for an effective date. (Greensheet No. 21-01-022)

Short recess, if needed

13. City Attorney's Items

- A. Approve a Purchase and Sale Agreement and review draft Development Agreement with Rooftop at Riverside, LLC, respondent to Levin Lot RFP 20-02. (Greensheet No. 21-01-021)

14. City Manager's Items

- A. Discussion regarding the monthly rental fees of the Riverside Park Artist Cottage tenants. (Greensheet No. 21-01-019)
- B. COVID-19 update.
- C. Mayor and Council Member Reports
- D. Approval of Minutes: 12/16/2020 and 1/6/2021
- E. Public Comment
- F. Adjournment

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT MEG WEISS, DIRECTOR OF

ADMINISTRATIVE SERVICES, AT 239-949-6262, AT LEAST 48 HOURS PRIOR TO THE MEETING. IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS TO BE MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

NOTE: AGENDAS ARE AVAILABLE FOR VIEW, AND THE MEETING CAN BE VIEWED AT <http://www.cityofbonitasprings.org/cms/one.aspx?pageId=13788697> THIS MEETING IS TELEVISED ON COMCAST CHANNEL 98. YOU MAY ALSO VIEW THE MEETING ON HOTWIRE CHANNEL 398; CENTURY LINK/PRISM TV CHANNEL 87; AND SUMMIT BROADBAND CHANNEL 96.

NEXT MEETING: 02/03/21

AGENDA ITEM SUMMARY

REQUESTED MOTION: Public hearing of the following Zoning Resolution: A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS REQUESTING A VARIANCE FROM LDC 6-113(4), WHICH ALLOWS TWO WALL SIGNS ON A DOUBLE FRONTAGE LOT, TO ALLOW TWO ADDITIONAL WALL SIGNS ON A PROPOSED MEDICAL BUILDING ON A THROUGH LOT AT 28120 S. TAMIAMI TRAIL; AND, PROVIDING FOR AN EFFECTIVE DATE.

MEETING DATE: 1/20/2021

AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	Mary Zizzo, Esq. Planner II Department of Community Development
<input type="checkbox"/> CONSENT	<input type="checkbox"/> ORDINANCE	
<input checked="" type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> ADMIN. CODE	
<input type="checkbox"/> MAYOR AND COUNCIL MEMBER ITEMS	<input checked="" type="checkbox"/> OTHER: ZONING RESOLUTION	
<input type="checkbox"/> MAYOR AND COUNCIL MEMBER'S REPORTS		
<input type="checkbox"/> CITY ATTORNEY ITEMS		
<input type="checkbox"/> CITY MANAGER ITEMS		

BACKGROUND:

The case was heard by the Zoning Board on November 17, 2020.
 The Zoning Board recommended to deny the request (5-0) for failure to find a hardship in the Applicant's request.
 This is the public hearing of a Zoning Resolution for the Aspen Dental Sign Wall Sign Variance request.
 To conserve resources, the full application and supplemental information is on file with the City Clerk.

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? YES NO
IF YES, WHICH STRATEGIC OBJECTIVE?

STAFF RECOMMENDATIONS: See attached Agenda Item Packet.

REVIEWED BY:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

COUNCIL ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

CITY OF BONITA SPRINGS
ZONING RESOLUTION NO. 21 - XX

A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS REQUESTING A VARIANCE FROM LDC 6-113(4), WHICH ALLOWS TWO WALL SIGNS ON A DOUBLE FRONTAGE LOT, TO ALLOW TWO ADDITIONAL WALL SIGNS ON A PROPOSED MEDICAL BUILDING ON A THROUGH LOT AT 28120 S. TAMIAMI TRAIL; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Anchor Sign, Inc. has requested a variance from Section 6-113(4) of the LDC, which allows two walls signs where there is double frontage on a public right-of-way, to allow four wall signs in conjunction with a new building located at 28120 S. Tamiami Trail, Bonita Springs, Florida 34134; and

WHEREAS, a Public Hearing was advertised and heard on November 17, 2020 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on VAR20-73335-BOS who recommended approval (5-0) 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, City Council at their January 20, 2020 meeting considered the record of the Zoning Board, as well as a transcript of the Zoning Board hearing submitted as part of the City Council hearing record, and gave full consideration of the Staff Recommendation, the evidence and testimony, including the expert opinion of the Applicant, Anchor Sign, Inc.

NOW, THEREFORE, BE IT RESOLVED 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 Section 6-113(4) to allow up to four wall signs and makes the following findings in support of this approval:

Findings and Conclusions:

Based upon an analysis of the application and the standards for approval of a variance, Bonita Springs City Council makes the following findings and conclusions pursuant to Section 4-131 of the LDC, the City Council finds the requested variance:



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

Tuesday, November 17, 2020

9:00 A.M.

**Bonita Springs Fire & Rescue District
27701 Bonita Grande Drive
Bonita Springs, FL 34135**

I. CALL TO ORDER

Chairman Anthony Rascio called the meeting to order at 9:00 A.M.

II. INVOCATION

Board Member Russ Winn furnished the invocation.

III. PLEDGE OF ALLEGIANCE

Chairman Anthony Rascio led the Board in the Pledge of Allegiance.

IV. ROLL CALL

Members in attendance: Chairman Anthony Rascio, Board Member Bruce Galloway, Board Member Gary Gambrell, Board Member Ben Hershenson, Board Member Russ Winn.

Absent: Board Member Richard Donnelly and Board Member Kelly Macklin.

V. APPROVAL OF MINUTES: October 20, 2020

Board Member Ben Hershenson motioned for approval of the minutes; Board Member Russ Winn seconded; motion passed unanimously.

VI. PUBLIC COMMENT

Chairman Anthony Rascio asked for comments to be withheld until after the presentations.

VII. SWEARING IN

City Attorney Derek Rooney placed all witnesses under oath.

VIII. PUBLIC HEARINGS

A. CASE NAME: VAR20-73335-BOS ASPEN DENTAL SIGN VARIANCE REQUEST

REQUEST: A request for a variance from LDC 6-113(4), which allows two wall signs where there is double frontage on a public right-of-way, to allow four wall signs for a proposed medical building on a through lot.

LOCATION: 28100 S TAMIAMI TRAIL, BONITA SPRINGS, FL 34135

1. APPLICANT PRESENTATION

Presenter:

Joseph Ware, Anchor Signs for Applicant/Aspen Dental

- Mr. Ware provided a presentation (copy in Clerk's file) of the request for signs on the south and west elevations due to the visibility and traffic flow to the site. No left turn can be made into the site headed north on U.S. 41; a U-turn is required. Due to the 50-mph speed limit by the site, the Applicant would like to provide additional signage to ensure visibility for visitors to prepare to make the left turn ahead of time.
- Chairman Anthony Rascio asked for confirmation that signage currently existed on the east side of the road to which Mr. Ware answered in the affirmative. Chairman Rascio asked for explanation of the hardship. Mr. Ware stated that hardship existed as the current signage has limited visibility and visitors have no advanced warning to prepare for the U-turn.
- Board Member Bruce Galloway stated that the lot was newly created, and the Applicant knew of the restrictions. He agreed with Chairman Rascio that he did not see the hardship.

2. STAFF REPORT

- Mary Zizzo, Community Development, provided the staff presentation via PowerPoint (copy in Clerk's file) and recommended denial of the request. Previously approved signage was presented marking locations and providing views. Staff provided the analysis, findings, and conclusions for the variance and did not see a hardship for this case.
- Board Member Ben Hershenson and Board Member Russ Winn expressed concern about setting a precedent. City Attorney Rooney stated no precedent existed as each property was unique. Ms. Zizzo replied that it would start a trend for future requests of the same.
- Board Member Gary Gambrell asked if Board could recommend conditions or modifications to which City Attorney Rooney replied in the affirmative. Board Member Gambrell questioned why address numbers were not placed on buildings.
- Jacqueline Genson, Community Development, provided context of the changes in regulations in code regarding wall signs, which was amended in 2015. This was the basis for denial of Applicant request as concerns existed that such requests would become recurring. Ms. Genson further explained the code regarding address numbers on signs and buildings.
- Board Member Hershenson asked for clarification of the hardship. Presenter expressed the difficulty seeing the road sign at 50 mph. Chairman Anthony Rascio offered that clientele would not be walk in. He was not persuaded of the hardship.
- Ex parte disclosures: Board Member Ben Hershenson, Board Member Gary Gambrell, and Board Member Bruce Galloway.

- Item A - Chairman Anthony Rascio found the Applicant had failed to prove the hardship and so entered a motion to deny the request consistent with the findings of staff; Board Member Ben Hershenson seconded; the motion carried unanimously.

RESULT:	PASSED [5-0]
MOTION BY:	Anthony Rascio, Chairman
SECOND BY:	Ben Hershenson, Board Member
AYES:	Rascio, Galloway, Gambrell, Hershenson, Winn
NAYS:	None

B. CASE NAME: VAR20-71995-BOS 27783 HICKORY BLVD SETBACK VARIANCE

REQUEST: A variance from LDC 4-1893, which requires a street setback of 25 feet, to allow a street setback of 20 feet, and from LDC 4-1894(b), which requires a water body setback of 25 feet, to allow a water body setback of 15 feet from the east for a single family residence and accessory structures, and 6.5 feet from the north for a single family residence, and from LDC 4-489 which requires a side setback of 7.5 feet, to allow a 6.5 feet side yard setback to the south, for a single family residence in Bonita Springs.

3. STAFF REPORT

- Mike Fiigon, Community Development, provided presentation (copy in Clerk’s file) of the request of a non-conforming lot and structures to be demolished and rebuilt to meet regulations and building codes. Variance criteria was reviewed, and approval of the request with conditions was recommended.
- City Attorney Derek Rooney placed all witnesses under oath.

4. APPLICANT PRESENTATION

Presenter:

Camden Ashmore, Ashmore Design

- Mr. Ashmore provided the survey and proposed site plan detailing the setbacks and reason for need. Chairman Anthony Rascio asked for confirmation of plan to place two HVAC systems on the south side to which Mr. Ashmore answered in the affirmative.
- Board Member Hershenson questioned if residents on Little Hickory Island were asking for similar variances due to the unique and non-conforming lots. Mr. Fiigon stated in the affirmative directing to a list provided in the staff report provided.
- Ex parte disclosures: Board Member Gary Gambrell, discussion with staff and a site visit. Board Member Bruce Galloway had a site visit.
- Board Member Galloway asked for clarification that the hardship arose from the size and unusual shape of the lot. Mr. Ashmore confirmed. Board Member Galloway questioned what assurance would be given that renderings shown would be conformed to. Mr. Ashmore provided the assurance.
- Valerie Zabavsky, Bonita Springs resident, discussed her neighboring property to Applicant and the history. No objection to current reduction request of 6 ½ feet. Questioned whether another placement could be found for the Applicant’s system. Mr. Ashmore stated that would be possible.

- City Attorney Derek Rooney recommended to request conditions that all equipment be recessed, the HVAC unit placed on the lower level, Applicant to add sound-deadening material to the alcove itself with appropriate landscaping to block noise, and builder to be restricted to site plan as depicted.
- Item B - Board Member Ben Hershenson motioned to approve requested setback variance; Board Member Russ Winn seconded; the motion carried unanimously.

RESULT:	PASSED [5-0]
MOTION BY:	Ben Hershenson, Board Member
SECOND BY:	Russ Winn, Board Member
AYES:	Rascio, Galloway, Gambrell, Hershenson, Winn
NAYS:	None

IX. NEXT MEETING:

No meeting in December. City Attorney Rooney looking into training for Board in January 2021.

X. ADJOURNMENT

There being no further items to discuss, Chairman Rascio adjourned the meeting at 10:28 A.M.

Respectfully submitted,

Laurie K. Hamm, Recording Secretary

APPROVED:

BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Chairman Anthony Rascio

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

PROJECT NAME: ASPEN DENTAL SIGN VARIANCE
TYPE OF CASE: VARIANCE
CASE NUMBER: VAR20-73335-BOS
ZONING HEARING DATE: NOVEMBER 17, 2020
CITY COUNCIL HEARING DATE: JANUARY 20, 2021
PLANNER: MARY ZIZZO, ESQ., PLANNER II

REQUEST AND STAFF RECOMMENDATION

A variance from LDC 6-113(4), which allows two wall signs where there is double frontage on a public right-of-way, to allow four wall signs for a proposed medical building on a through lot in Bonita Springs. Staff recommends DENIAL of the variance as requested.

I. APPLICATION SUMMARY:

- A. Applicant: Anchor Sign, Inc.
- B. Agent: Megan Jackson and Mike Cohen, Anchor Sign, Inc.
- C. Request: A variance from LDC 6-113(4), which allows two wall signs where there is double frontage on a public right-of-way, to allow four wall signs for a proposed medical building on a through lot in Bonita Springs.
- D. Location: 28120 S. Tamiami Trail, Bonita Springs, Florida 34134
- E. Future Land Use Plan Designation, Current Zoning and Use of Property:

Future Land Use: General Commercial

Current Zoning: Community Commercial (CC),
Commercial Zone of Bonita Beach Road Corridor

Current Use: Proposed Medical Building

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Designation</u>
North: CC, Community Commercial; Walgreen's.	General Commercial
East: CC, Community Commercial; U.S. 41/Tamiami Trail Right-of-Way, followed by Springs Plaza Commercial Complex.	General Commercial
South: CC, Community Commercial; Wendy's.	General Commercial
West: C-1A, Commercial; Beaumont Road Right-of-Way, followed by St. Leo's Catholic Church campus.	General Commercial

II. **BACKGROUND AND INFORMATIONAL ANALYSIS:**

Introduction/Synopsis

The property is located at 28120 S Tamiami Trail, located adjacent to the Walgreens on Bonita Beach Road to the North. To the South is Wendy's. To the East is U.S. 41/Tamiami Trail S and then Springs Plaza and to the West is St. Leo's Catholic Church campus.

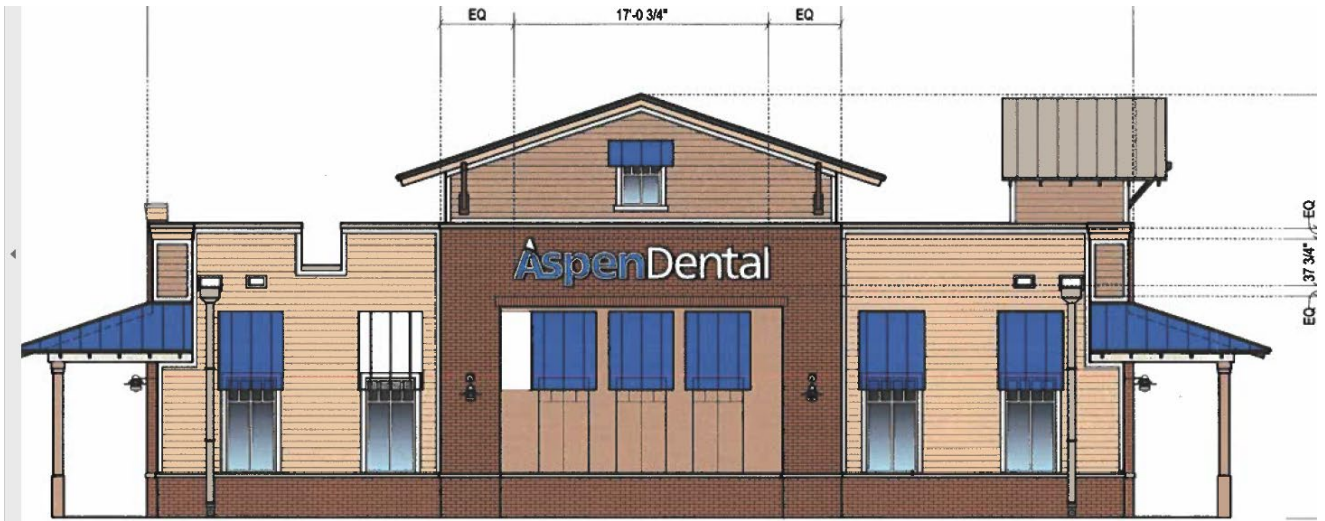
The Applicant is requesting approval of a variance to permit two (2) additional wall signs, one on along the Western façade (facing Beaumont Road) (Sign C), and one along the Southern façade of the building (facing Wendy's) (Sign D).

Currently, a 3,748 square foot medical building is being constructed on site to house the client, Aspen Dental. The building is located on a through lot, abutting U.S. 41/Tamiami Trail to the East and Beaumont Road to the West. Sign permits for the Northern (Sign A) and Eastern (Sign B) façade wall signs have previously been approved for this site, as well as a ground sign along U.S. 41 (Sign E). Requested elevations for the proposed additional signage are on the following page.

Sign	Sign Type	Elevation	Size
Sign A	Wall Sign- Logo (Approved)	North	53.7 sf
Sign B	Wall Sign- Logo (Approved)	East	68 sf
Sign C	Wall Sign- Logo	West	68 sf

Sign D	Wall Sign- Logo	South	53.7 sf
Sign E	Ground Sign (Approved)	East	38.5

AspenDental



Rear Elevation (South)

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

Allowable Square
Formula: 80% of sq
Actual Square Footage

(Facing Wendy's)



Right Elevation (West)

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

Large Canopies to be done by LL

Allowable
Formula
Actual

(Facing Beaumont Road)

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.*

(a) It is Staff's opinion the Applicant has a hardship that is not self-imposed – *i.e.*, being located on a through lot with multiple facades. However, Staff feels that multiple other structures/users have complied with this provision and have not alleged hardship, that other businesses afforded this right prior to the Sign code amendment adoption is not an example of a hardship.

(b) Further, the current structure was legally permitted and constructed in accordance with the applicable setbacks at that time and in accordance with the Bonita Beach Road Corridor and the U.S. 41 Overlay. However, these extraordinary circumstances being the result of an action pursuant to lawfully adopted regulations shall not be considered self-created.

(c and d) Further, it is Staff's opinion that the Applicant has not demonstrated how this additional signage would not be injurious to the neighborhood nor that this is the minimum relief requested. It should be noted that an additional ground sign is permitted along Beaumont Road, and has not been requested.

(e) The intended use of the property is for a dental facility, a purely commercial medical use, most often not used for emergency situations. Staff feels that if this variance is approved, this would pave the way for many additional requests, making this a more recurrent request and not a unique situation, inappropriate for a variance request but rather a recommendation for a sign code change.

Surrounding Zoning

The subject property is in an area surrounded by other commercial properties. The parcel to the North (Walgreen's) has additional signage on their building. The Jiffy Lube across the street has signage on all sides of their building. All other parcels comply with the current sign code requirements (only two wall signs maximum on a double frontage street).

Neighborhood Compatibility

The proposed variance would not change the character of the neighborhood. While few buildings do have additional signage, the majority of the surrounding structures comply with the current LDC Chapter 6 sign code.

Comprehensive Plan Considerations

The subject property is designated General Commercial according to the City's Future Land Use Map. The Future Land Use Element of the Comprehensive Plan describes the General Commercial land use as follows:

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 modifications of existing structures is 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.*

The proposed variance will not increase density or provide for additional development. It is Staff's opinion that the proposed variance does not conflict with the General Commercial 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 the double frontage of the lot and the visibility of the building from all four directions.
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. These lots were intended for double frontage. However, it can also be noted that this is a newly created lot, as requested by the Owners of the parcel, aware of the circumstances that their occupants would be required to comply with.
3. The variance, if granted, is not 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. Additional permitted signage may be sought. The proposed use does not appear to require extraordinary signage beyond the sign code.
4. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the 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 may result in a general or recurrent nature, which would make it more practicable to amend the ordinance.

III. RECOMMENDATION:

Staff recommends **DENIAL** of the Applicant's requested variances to allow for two additional wall signs along the southern and western facades of the property as discussed herein. This recommendation of denial is based on the *Findings & Conclusions* contained herein. However, should an approval be recommended by the Zoning Board, Staff recommends it be subject to the following conditions:

1. The variance is limited to the lot in question, known as 28120 S. Tamiami Trail, STRAP #04-48-25-B2-U1951.1239, as described in the legal description, “**Exhibit A**”, attached hereto.
2. The lot in question is permitted two additional wall signs, one on the southern elevation and one on the western elevation of the building.
3. The variance is granted for the proposed user only, Aspen Dental.
4. Any signage requested shall comply with LDC Chapter 6.
5. No ground sign be permitted along Beaumont Road so long as a western wall sign is installed.

IV. SUBJECT PROPERTY

The Applicant indicates the STRAP number is: 04-48-25-B2-U1951.1239.

V. EXHIBITS

A. Legal Description

VI. ATTACHMENTS

A. Site Plan

B. Proposed Sign Site Plan and Elevations

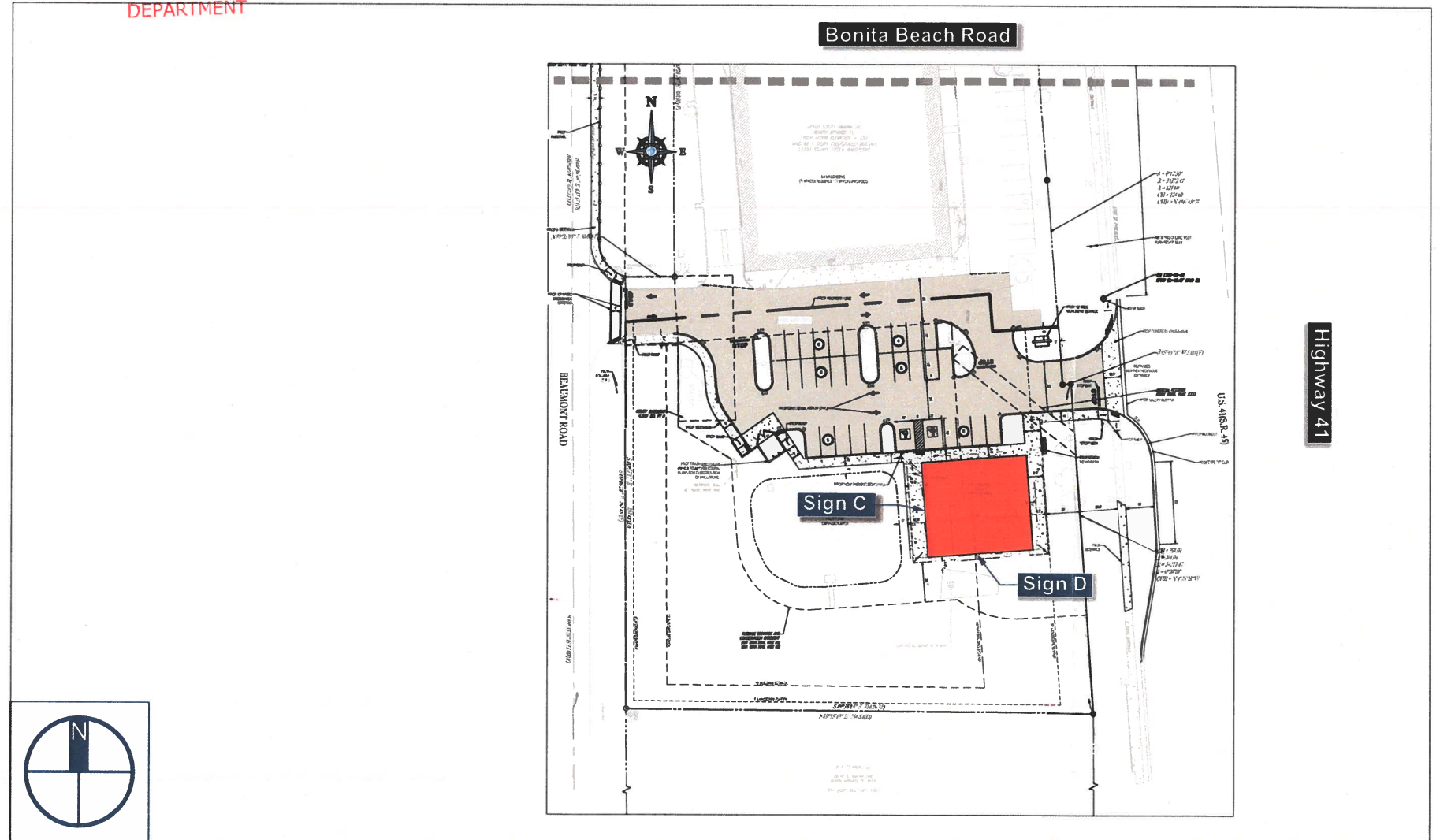
C. Variance Application

Zoning Board recommendation (11/17/2020)- **Denial** (5-0).

COMMUNITY DEVELOPMENT
DEPARTMENT

SIGN C	36" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	67.99
To Grade:	Top of sign to grade = 18'-9 3/4" Bottom of sign to grade = 15'-3 1/4"

SIGN D	32" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	53.67
To Grade:	Top of sign to grade = 18'-7 1/2" Bottom of sign to grade = 15'-5 3/4"



Qualifier -David W. Jackson - ES-000291

1.800.213.3331

	Client: Aspen Dental	REVISION INFO 07/14/2020 Original Renderings NB This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.
	Site #: AN-A24655	
	Address: 28100 S Tamiami Trail	
	Bonita Springs, FL 34134	
	Retail at Bonita	
181169		<p>1.800.213.3331</p>

SIGN C	36" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	67.99
To Grade:	Top of sign to grade = 18'-9 3/4" Bottom of sign to grade = 15'-3 1/4"

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CITY OF BONITA SPRINGS

SEP 08 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

Qualifier -David W. Jackson - ES-0000291

1.800.213.3331



Right Elevation (West)

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

Allowable Square Footage:	46.40
Formula: 80% of sign band width	
Actual Square Footage this Elevation:	67.99

	Client: Aspen Dental	07/14/2020	Original Renderings	NB	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.
	Site #: AN-A24655				
	Address: 28100 S Tamiami Trail Bonita Springs, FL 34134				
	Retail at Bonita				
		REVISION INFO			 1.800.213.3331

SIGN D	32" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	53.67
To Grade:	Top of sign to grade = 18'-7 1/2" Bottom of sign to grade = 15'-5 3/4"

RECEIVED
CITY OF BONITA SPRINGS

SEP 08 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

Qualifier -David W. Jackson - ES-0000291

1.800.213.3331



Rear Elevation (South)

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

Allowable Square Footage:	54.40
Formula: 80% of sign band width	
Actual Square Footage this Elevation:	53.67

	Client: Aspen Dental	07/14/2020	Original Renderings	NB	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.
	Site #: AN-A24655				
	Address: 28100 S Tamiami Trail Bonita Springs, FL 34134				
	Retail at Bonita				
		REVISION INFO			 1.800.213.3331

SIGN C	36" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	67.99
To Grade:	Top of sign to grade = 18'-9 3/4" Bottom of sign to grade = 15'-3 1/4"

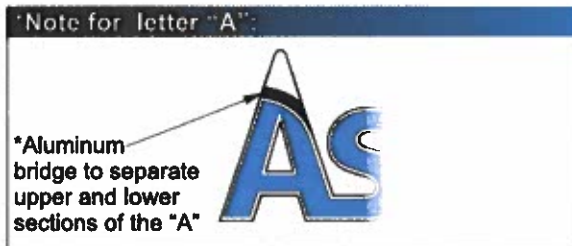
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Qualifier -David W. Jackson - ES-0000291
1 800 213 3331

Sign Layout Detail

Scale: 1/4" = 1'-0"



Electrical Detail:

White LEDs
(2) 60w Transformer @ 1.1 amps
Total Amps: 2.2
(1) 20 amp 120V Circuit Req.

Specifications: Channel Letters

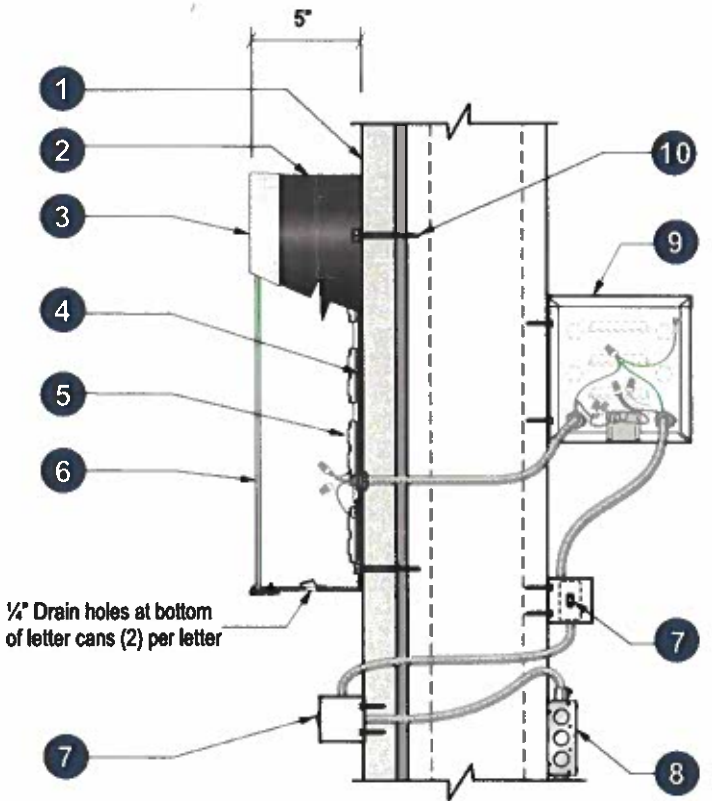
- Existing Facade: Brick / Plywood / Metal Studs
- 0.040" Aluminum letter returns painted to match Black
- 1" Jewelite trimcap (White) bonded to face, #8 pan head screws to returns
- 3mm Signabond Lite composite backs fastened to returns w/ 1/2" 18 gauge staples. Seal w/ VOC compliant 360 white latex caulk to prevent moisture penetration. (Interior of sign can painted white for maximum illumination)
- White LEDs
- 3/16" White Acrylic faces with first surface applied vinyl
■ Arlon Bright Blue 2500-67 with White outline border for 'Aspen'
- Disconnect switch UL Outdoor rated toggle type w/ neoprene boot per NEC-2014 Article 600.6(A)(1)
- Primary electrical feed in UL conduit / customer supplied UL junction box
- Transformers within UL enclosure (removable lid), 1/4" x 1" min screws
- Mounting Hardware #12 sheet metal screws

General Notes:

This sign is to be installed in accordance with the requirements of NEC-2014 Article 600.6(A)(2) & FBC-2017, 6th Edition of the National Electrical Code.

- Grounded and bonded per NEC 600.7/NEC 250
- Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- Sign is to be UL listed per NEC 600.3
- UL disconnect switch per NEC-2014 Article 600.6(A)(1) required per sign component before leaving manufacturer*

*For multiple signs, a disconnect is permitted but not required for each section



Section @ LED Channel Letter
Front-Lit (Remote) Scale: N.T.S.



Client:	Aspen Dental
Site #:	AN-A24655
Address:	28100 S Tamiami Trail Bonita Springs, FL 34134
	Retail at Bonita

REVISION/QUIPO	DATE	DESCRIPTION	BY
	07/14/2020	Original Renderings	NB

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.





PUBLIC HEARING APPLICATION FOR VARIANCES

Community Development Department | 9220 Bonita Beach Road, Suite 111 | Bonita Springs, FL 34135 | Phone: (239) 444-6150 | Fax: (239) 444-6140

Applicant's Name: Anchor Sign, Inc. Phone #: (843)576-3209

Email: mcjackson@anchorsign.com

Project Name: Aspen Dental (AN-A24655)

STRAP Number: 04-48-25-B2-U1951.1239

Application Form: Computer Generated* City Printed

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DEPARTMENT

*** By signing this application, the applicant affirms that the form has not been altered.**

STAFF USE ONLY

Case Number: VAR20-73335-BAS

Date of Application: 9-8-2020

Fee: 1,500

Current Zoning: _____

Land Use Classification(s): _____

Comp. Plan Density: _____

Date of Zoning Public Hearing: _____

Date of City Council Public Hearing: _____

Planner Assigned: _____

Staff Recommendation: _____

**PART I
APPLICANT/PROPERTY OWNERSHIP INFORMATION**

A. Name of applicant: Anchor Sign, Inc.
Mailing Address: Street: PO BOX 22737 (Attn: Megan Jackson)
City: Charleston State: SC Zip: 29413
Contact Person: Mike Cohen or Megan Jackson
Phone Number: Area Code: 843 Number: 576-3215 Ext. _____
Fax Number: Area Code: 843 Number: 576-7215 Ext. _____
E-mail: mcjackson@anchorsign.com

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B. Relationship of applicant to property:
 Owner Trustee* Option holder* Lessee*
 Contract Purchaser* Other (indicate)* _____

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*If applicant is NOT the owner, submit a **notarized** Authorization Form from the owner to the applicant labeled Exhibit I-B.

C. Name of owner of property: Encore-Bonita, LLC
Mailing Address: Street: 600 Cleveland St, Ste. 316
City: Clearwater State: FL Zip: 33755
Phone Number: Area Code: _____ Number: _____ Ext. _____
Fax Number: Area Code: _____ Number: _____
Email: _____

D. Date property was acquired by present owner(s): 08/27/2019

E. Is the property subject to a sales contract or sales option? NO YES

F. Are owner(s) or contract purchasers required to file a disclosure form? NO YES
If yes, please complete and submit Exhibit I-F (attached).

G. Authorized Agent(s): List names of authorized agents.

Name: Anchor Sign, Inc.
Address: 2200 Discher Avenue, Charleston, SC 29405
Contact Person: Megan Jackson or Mike Cohen
Phone: (843)576-3209 or (843)576-3215 Fax: _____
E-mail: mcjackson@anchorsign.com

Attach list if more space is required.

PART II

GENERAL INFORMATION

A. Legal Description: Is property within a platted subdivision recorded in the official Plat Books of Lee County?

X

NO. Attach a legible copy of the legal description (labeled Exhibit II-A-1.) and a certified sketch of description as set out in Chapter 5J-17.053., Florida Administrative Code, unless the subject property consists of one or more undivided platted lots. (labeled Exhibit II-A-2.) If the application includes multiple abutting parcels, the legal description must describe the perimeter boundary of the total area, but need not describe each individual parcel. However, the STRAP number for each parcel must be included.

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YES. Property is identified as:

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Subdivision Name: _____

Plat Book: _____ Page: _____ Unit: _____ Block: _____ Lot: _____
COMMUNITY DEVELOPMENT DEPARTMENT

Submit an actual copy of the Plat Book page with subject property clearly marked. Label this Exhibit II-A-3.

STRAP NUMBER: 04-48-25-B2-U1951.1239

B. Project Street Address: 28100 S Tamiami Trail, Bonita Springs, FL 34134

C. General Location of Property: between the existing Walgreens and Wendy's Restaurant on S Tamiami

D. Vehicular route to the site from the nearest arterial road: Leaving the City of Bonita Springs offices, turn Right onto Bonita Beach RD SE and make a u-turn to travel towards S Tamiami Trail. Using the 2nd from the left lane, turn left onto S Tamiami Trail. The business is located approximately 1/10 mile on the right.

E: Is this hearing requested as a result of a code violation? X NO YES

F. Nature of Request: (Check and complete the applicable answer)

- _____ Variance from:
- _____ (Zoning) LDC Section _____
- _____ (Docks and Shoreline) LDC Section _____
- _____ (Development Standards) LDC Section _____
- X (Signs) LDC Section 6 _____

G. Specific Variance Request (attach sheet if more space needed)

Ordinance Section: 6-113 (4) Variance is:

FROM: single-occupancy parcels where there is double frontage on a public right-of-way, shall be allowed two signs, but such signs shall not be placed on one wall

TO: allow 4 wall signs, but such signs shall not be placed on one wall

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H. Property Dimensions

1. Width (average if irregular parcel): 262.48 Feet

2. Depth (average if irregular parcel): 284.84 Feet

3. Frontage on road or street: 257.02 Feet

4. Width along waterbody (If applicable): N/A Feet

5. Total land area: 1.54 AC Acres or Square Feet

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I: Facilities

1. Fire District: _____

2. Sewer Service Supplier: _____

3. Water Service Supplier: _____

J. Present Use of Property: Is the property vacant? _____ Yes No

Except for City-initiated requests, if the property is not vacant, the owner or applicant's signature on this application indicates that the Owner agrees to either remove all existing buildings and structures, OR that the use of the building or structure(s) will be in compliance with all applicable requirements of the land development code.

Briefly describe current use of the property:

commercial property - no proposed change in use

K. Has a Development Order application been filed on the subject property? _____ NO YES

D.O. Number: DOS19-58684-BOS Bonita Springs Retail Facility

PART III
AFFIDAVIT

I, David W Jackson, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

[Handwritten Signature]
Signature of owner or owner-authorized agent
David W Jackson of Anchor Sign, Inc.
Typed or printed name

8/5/2020
Date

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South Carolina
~~STATE OF FLORIDA~~
~~COUNTY OF LEE~~ Dorchester

The foregoing instrument was certified and subscribed before me this 5th day of August 2020, by David W Jackson, who is personally known to me or who has produced _____ as identification.

(SEAL)



[Handwritten Signature]
Signature of notary public
Megan Jackson
Printed name of notary public

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**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

STRAP NO. 04-48-25-B2-U1951.1239

CASE NO. _____

1. If the property is owned in fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office

Percentage of Stock

Spiro A Comitos, Encore – Bonita, LLC 1646 W Snow Ave #63 Tampa FL 33606

100%

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentage of interest.

Name and Address

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of the general and limited partners.

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: _____

(Applicant)

David W Jackson

(Printed or typed name of applicant)

South Carolina
Dorchester

STATE OF FLORIDA
COUNTY OF LEE

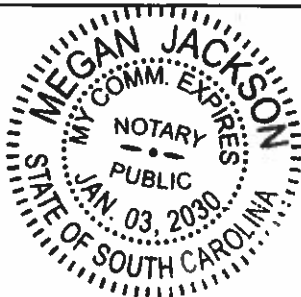
The foregoing instrument acknowledged before me this 5 day of August 2020, by David W Jackson, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

Megan Jackson

Printed Name of Notary Public

(SEAL)





City of Bonita Springs
Community Development
9220 Bonita Beach Rd., # 111
Bonita Springs, FL 34135
Phone: (239)444-6150

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This sign permit request is in regards to:

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DEPARTMENT

Zoning Variance Request
Aspen Dental (AN-A24655)
28100 S Tamiami Trail
Bonita Springs, FL 34134

Enclosed, please find a check in the amount of \$1,500.00 for the sign variance fees for the above-mentioned location. Also included is a check in the amount of \$1,000.00 for the required escrow deposit for the variance application we are submitting. I have included what I believe to be the complete requirements needed to be heard by the City of Bonita Springs Zoning Board of Appeals.

Any correspondence regarding this submittal can be directed to me at the phone number or email address listed below. If any additional documentation or information is required to complete our application and be included on the next available hearing agenda, please let me know at your earliest convenience so that I may return the necessary item(s) as soon as possible.

Thank you again. Please do not hesitate to call if you should have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Megan Jackson'.

Megan Jackson
Permit Coordinator
Toll-free: (800) 213-3331
Direct: (843) 576-3209
Fax: (843) 576-7209
Email: mcjackson@anchorsign.com



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PREPARED BY AND UPON
RECORDATION, RETURN TO:
Steven A. Williamson, Esq.
Johnson, Pope, Bokor, Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, FL 33756

A portion of Tax Parcel I.D. No: 04-48-25-B2-00027.3000
Consideration \$650,000.00

Space Above Reserved for Recorder's Use

SPECIAL WARRANTY DEED

THIS DEED, made this 29th day of August, 2019, by and between **WALGREEN CO.**, an Illinois corporation, whose address is 104 Wilmot Road, MS 144G, Deerfield, Illinois 60015, hereinafter referred to as "Seller" and **ENCORE – BONITA, LLC**, a Florida limited liability company, whose address is 600 Cleveland Street, Suite 316, Clearwater, FL 33755, hereinafter referred to as "Buyer".

WITNESSETH: That Seller, for and in consideration of the sum of TEN AND 00/100 DOLLARS in hand paid to Buyer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby grant, bargain, sell, convey, and confirm, unto the Buyer, and to Buyer's heirs and assigns forever, all the following piece, parcel, lot, or tract of land, situated, lying, and being in Lee County, State of Florida, and described on Exhibit A, attached hereto and made a part hereof (the "Property");

Subject to matters listed on Exhibit "B" attached hereto, none of which shall be deemed extended or reimposed hereby.

TOGETHER WITH all and singular, the tenements, hereditaments, appurtenances thereunto belonging or appertaining; and every right, title, or interest, legal or equitable, of the Seller, of in and to the same;

IN ADDITION TO THE FOREGOING, Seller grants and conveys the Property to Buyer subject to the following covenants and restrictions: Buyer acknowledges and agrees that Seller requires that certain restrictions be imposed on the future use of the Property as a material inducement to Seller to sell the Property to Buyer. Accordingly, Buyer acknowledges and agrees that the Property shall be conveyed subject to the following restrictions (except in the event that Seller or Seller's affiliates shall again become a tenant or owner of the Property):

1. The operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or

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COMMUNITY DEVELOPMENT
DEPARTMENT

for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind is prohibited.

2. No improvement shall be constructed, erected, expanded or altered on the Property that exceeds 4,000 square feet as measured from the exterior corners of such building.

3. Any building constructed on the Property shall be located at least twenty (20) feet from the east boundary of the Property.

4. No improvement shall be constructed, erected or expanded or altered on the Property that would encroach or disturb the operation of the store located on the real property located to the north of the Property (designated as the "Walgreens Lot"), including, without limitation, the traffic flow through and around the Walgreens Lot.

5. Any building constructed on the Property shall be designed and constructed so that (i) the exterior elevation of it shall be architecturally and aesthetically compatible with a class A commercial development located in Bonita Springs, Florida and (ii) the building wall footings shall not encroach from the Property onto another tract or disturb the operation of the store on the Walgreens Lot, including, without limitation, the traffic flow through and around the Walgreens Lot.

Said restrictions shall remain in effect for as long as allowed by law and shall run with the land.

Seller hereby covenants with Buyer that Seller is lawfully seized of the Property in fee simple; that Seller has good right and lawful authority to sell and convey the Property; and that Seller hereby warrants specially the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Seller, but no other. To Have and to Hold, the same unto Buyer and Buyer's successors and assigns, to their proper use, benefit and behoof forever.

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IN WITNESS WHEREOF, Seller has caused this Deed to be executed as of the day and year set forth above.

Signed in the presence of:

[Signature]
Print Name: Tanya M. Burridge

[Signature]
Print Name: Barbara J. Francart

SELLER:

WALGREEN CO.,
an Illinois corporation

By: [Signature]
Name: Richard N. Steiner
Title: Director and Managing Counsel

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY that Richard N. Steiner, personally known to me to be the Director and Managing Counsel of Walgreen Co., an Illinois corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Director and Managing Counsel, he has signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of August, 2019.

[Signature]
Notary Public

My commission expires: 5/7/2023



Exhibit A
to Deed

Legal Description

The land referred to herein below is situated in the County of Lee, State of Florida, and is described as follows:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1 (ALSO REFERRED TO AS THE NORTHEAST QUARTER (NE-1/4) OF THE NORTHEAST QUARTER (NE-1/4), SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 S 00°16'24" E A DISTANCE OF 637.17 FEET; THENCE LEAVING SAID WEST LINE S 89°35'19" E A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF BEAUMONT ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE S 89°35'19" E ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN O.R. BOOK 3032, PAGE 1790 A DISTANCE OF 284.76 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF S.R. 45 (U.S. 41) AND THE BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY WHOSE RADIUS POINT BEARS S 86°05'28" W AND HAVING A RADIUS OF 34277.47 FEET; THENCE ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'08" AN ARC DISTANCE OF 200.83 FEET; THENCE S 85°45'18" W A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY WHOSE RADIUS POINT BEARS S 85°45'20" W AND HAVING A RADIUS OF 34272.47 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'33" AN ARC DISTANCE OF 35.33 FEET; THENCE LEAVING SAID WESTERLY LINE S 85°39'42" W A DISTANCE OF 39.79 FEET; THENCE N 04°29'25" W A DISTANCE OF 22.56 FEET; THENCE S 85°31'42" W A DISTANCE OF 223.22 FEET TO AN INTERSECTION WITH AFORESAID EASTERLY LINE; THENCE ALONG SAID EASTERLY LINE S 00°16'24" E A DISTANCE OF 235.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

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Exhibit B
to Deed

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Flowage Easement set forth in that Supplemental Order of Taking dated January 31, 1991, and recorded in O.R. Book 2201, page 3540, Public Records of Lee County, Florida and as confirmed in that certain Stipulated Final Judgment dated March 26, 1991, in Case No. 88-3830 CA-WCM recorded in O.R. Book 2211, Page 1358, Public Records of Lee County, Florida. Said Flowage Easement modified by that certain instrument dated March 11, 1997 and recorded April 10, 1997 in O.R. Book 2812, Page 88, Public Records of Lee County, Florida.
3. Conservation Easement dated April 7, 1997 and recorded April 10, 1997 in O.R. Book 2812, Page 80, Public Records of Lee County, Florida.
4. Easement by and between B. Brian Wiita and Florida Power & Light Co., recorded on January 7, 1998 among the Public Records of Lee County in O.R. Book 2906, page 2332.
5. Notice of Development Order Approval by and between Lee County and American Heritage Enterprises, Inc. recorded on December 16, 1997 among the Public Records of Lee County in O.R. Book 2899, page 3537.
6. Reciprocal Easement Agreement with Covenants and Restrictions Affecting Land, dated August 27, 2019, and recorded simultaneously herewith.
7. Zoning ordinances, building codes and all applicable laws affecting the Property.
8. Acts of Buyer and those claiming by, through or under Buyer.



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DEPARTMENT

August 21, 2020

City of Bonita Springs
Community Development
9220 Bonita Beach Rd., # 111
Bonita Springs, FL 34135
Phone: (239)444-6150



Re: Zoning Hearing Request – Letter of Intent
Aspen Dental (AN-A24655)
28100 S Tamiami Trail
Bonita Springs, FL 34134
Strap # 04-48-25-B2-U1951.1239

Please allow this letter to serve as written request for a Zoning Variance Hearing to apply for 2 additional attached wall signs to be installed at the above-mentioned location.

Aspen Dental Management, Inc is asking for relief from Bonita Springs Ordinance code LDC Section 6. Allowing this Zoning Variance will provide them with the opportunity to have the same exposure as neighboring businesses, such as Walgreens, Iguana Mia, and Jiffy Lube.

To not otherwise allow the proposed additional signs is depriving them of rights commonly enjoyed by other tenants/parcels in the surrounding area. Not providing Aspen Dental the same opportunity as other tenants in the surround area will cause an unnecessary hardship to this location, at no fault of Aspen Dental Management, Inc.

Approving the variance and allowing Aspen Dental to install the proposed signage for the above-mentioned location will not confer any special privileges that have not already been provided to the tenants in the neighboring buildings that will be directly visible to the proposed Aspen Dental location.

The variance, if granted, is the minimum relief that utilizes the reasonable use of the building and is consistent with the general intent and purpose of the City of Bonita Springs Code. It will in no way be detrimental or injurious to adjacent properties or to the public welfare.

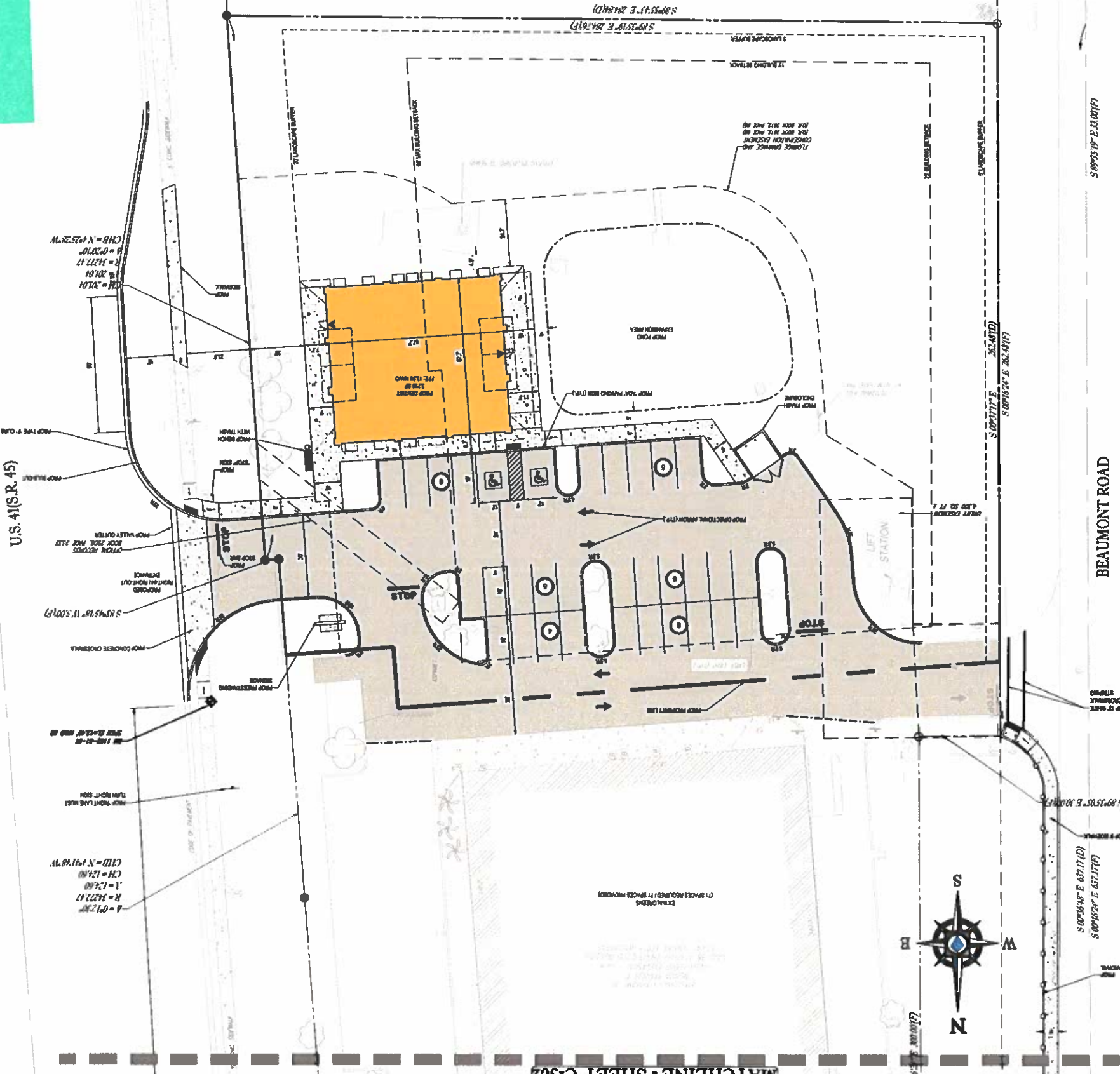
Sincerely,

David W. Jackson, Qualifier
Anchor Sign, Inc.
(843)747-5901

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Exhibit
IV-E



SITE DATA TABLE

1222310	PLDID NUMBER
28100 S TAMARAC TRAIL	ADDRESS
CITY OF BONITA SPRINGS	ALLOCATION
CC COMMUNITY COMMERCIAL	EXISTING ZONING
CC	PROPOSED ZONING
154 AC (87,202 SF)	SITE AREA
1.34 AC	PROPOSED PERMITTED USES
3.14 AC	TOTAL SITE AREA
3,750 SF	PROJECT BUILDING AREA
0.85 AC (47,373 SF)	EXISTING GREEN SPACE
0.28 AC (25,209 SF)	PROPOSED GREEN SPACE
0.28 AC (25,209 SF)	EXISTING PERVIOUS AREA
0.28 AC (25,209 SF)	PROPOSED PERVIOUS AREA
0.28 AC (25,209 SF)	EXISTING VMA
0.28 AC (25,209 SF)	PROPOSED VMA
29	STREET
NET F.A.C.	PROPOSED REIMBURSEMENTS
MEDICAL	REQUIRED PARKING
11	STANDARD PARKING PROVIDED
30	STANDARD PARKING PROVIDED
2	HANDICAP PARKING PROVIDED
32	PARKING PROVIDED (TOTAL)
45 SPACES PER 1,000 SF OF TOTAL AREA	
24	REQUIREMENTS
1.34 AC	PROPOSED PERMITTED USES
3.14 AC	TOTAL SITE AREA
3,750 SF	PROJECT BUILDING AREA
0.85 AC (47,373 SF)	EXISTING GREEN SPACE
0.28 AC (25,209 SF)	PROPOSED GREEN SPACE
0.28 AC (25,209 SF)	EXISTING PERVIOUS AREA
0.28 AC (25,209 SF)	PROPOSED PERVIOUS AREA
0.28 AC (25,209 SF)	EXISTING VMA
0.28 AC (25,209 SF)	PROPOSED VMA
29	STREET
NET F.A.C.	PROPOSED REIMBURSEMENTS
MEDICAL	REQUIRED PARKING
11	STANDARD PARKING PROVIDED
30	STANDARD PARKING PROVIDED
2	HANDICAP PARKING PROVIDED
32	PARKING PROVIDED (TOTAL)
45 SPACES PER 1,000 SF OF TOTAL AREA	
24	REQUIREMENTS

LEGEND

[Symbol]	EX ADJACENT BOUNDARY LINES
[Symbol]	EX PROPERTY BOUNDARY LINES
[Symbol]	EX EXISTENT LINES
[Symbol]	EX BUILDING SETBACK
[Symbol]	PROPOSED LANDSCAPE BUFFER
[Symbol]	PROPOSED LAYOUT
[Symbol]	PROPOSED TYPE 'D' CURB
[Symbol]	PROPOSED SIGN
[Symbol]	PROPOSED BOLLARD
[Symbol]	PROPOSED CONCRETE PAVEMENT
[Symbol]	PROPOSED PARKING SPACE COUNT
[Symbol]	PROPOSED ADA PARKING SPACE
[Symbol]	PROPOSED ASPHALT PAVEMENT
[Symbol]	PROPOSED HILL AND RETAINMENT
[Symbol]	PROPOSED BRICK PAVEMENT

C-301

SITE LAYOUT
PLAN



BOHLER
ENGINEERING

ENGINEERING
PLANS
ENCORE REAL
ESTATE
LOCATION OF SITE
28100 S TAMARAC TRAIL
BONITA SPRINGS, FL 34134
LEE COUNTY, FLORIDA

PROJECT NO.
DATE
CHECKED BY
DRAWN BY

NOT APPROVED FOR
CONSTRUCTION

KNOW WHAT'S BELOW
BEFORE YOU DIG

REVISIONS

REV	DATE	COMMENT	BY

BOHLER
ENGINEERING
11111 W. UNIVERSITY BLVD.
SUITE 100
TAMPA, FL 33613
TEL: (813) 812-1100
FAX: (813) 812-1101
WWW.BOHLER-ENGINEERING.COM

Exhibit
1-B

RECEIVED
CITY OF BONITA SPRINGS
SEP 08 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

June 10, 2020

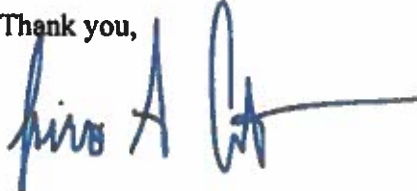
City of Bonita Springs, FL
9220 Bonita Beach Road
Suite 111
Bonita Springs, FL 34135

Re: Aspen Dental
AN-A24655
28100 S Tamiami Trail
Bonita Springs, FL 34134
Parcel ID #10593569

To Whom It May Concern:

This letter authorizes David Jackson, Grant Hall, Joe Ware of Anchor Sign, Inc., and their subcontractors to act as authorized agents of the property owner to sign for, obtain, and pick up permits to perform sign installations at the project address listed above.

Thank you,

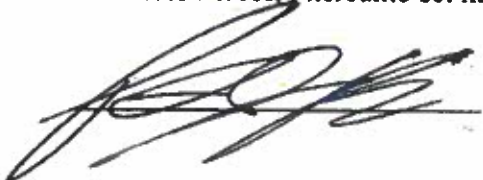


State of (Florida)

County of (Hillsborough)

On this, the 10th day of June, 2020, before me a notary public, the undersigned officer, personally appeared Spice A Campos (known to me or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public

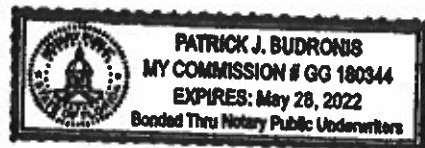


Exhibit
11-A-1

RECEIVED
CITY OF BONITA SPRINGS

SEP 08 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

EXHIBIT A

Legal Description of Land

AND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1 (ALSO REFERRED TO AS THE NORTHEAST QUARTER (NE-1/4) OF THE NORTHEAST QUARTER (NE-1/4), SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 S 00°16'24" E A DISTANCE OF 637.17 FEET; THENCE LEAVING SAID WEST LINE S 89°35'19" E A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF BEAUMONT ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE S 89°35'19" E ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN O.R. BOOK 3032, PAGE 1790 A DISTANCE OF 284.76 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF S.R. 45 (U.S. 41) AND THE BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY WHOSE RADIUS POINT BEARS S 86°05'28" W AND HAVING A RADIUS OF 34277.47 FEET; THENCE ALONG SAID WESTERLY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'08" AN ARC DISTANCE OF 200.83 FEET; THENCE S 85°45'18" W A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE WESTERLY WHOSE RADIUS POINT BEARS S 85°45'20" W AND HAVING A RADIUS OF 34272.47 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'33" AN ARC DISTANCE OF 35.33 FEET; THENCE LEAVING SAID WESTERLY LINE S 85°39'42" W A DISTANCE OF 39.79 FEET; THENCE N 04°29'25" W A DISTANCE OF 22.56 FEET; THENCE S 85°31'42" W A DISTANCE OF 223.22 FEET TO AN INTERSECTION WITH AFORESAID EASTERLY LINE; THENCE ALONG SAID EASTERLY LINE S 00°16'24" E A DISTANCE OF 235.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

Owner Name	Address	City, State Zip	Abutting Address	Folio
KLINGLER PROPERTIES B LLC	5133 CASTELLO DR., STE 2	NAPLES,FL 34103	3301 BONITA BEACH RD SW	10296292
EMBARQ FLORIDA INC	c/o PROPERTY TAX DEPT, 1025 ELDORADO BLVD	BROOMFIELD CO 80021	28160 BEAUMONT RD	10296293
WALGREENS CO	c/o RE TAX DEPT STORE 4165, PO BOX 1159	DEERFIELD IL 60015	28100 S TAMIAMI TRL	10593570
B F FT MYERS INC	1025 PLAIN ST STE 2	MARSHFIELD MA 02050	28140 S TAMIAMI TRL	10296297
DIOCESE OF VENICE	c/o DIOCESE OF VENICE LE-7, 1000 PINEBROOK RD	VENICE FL 34285	28270-388 BEAUMONT RD	10296294
ACTION BUSINESS CORP	324 SW 16TH ST	BELLE GLADE FL 33430	28186 S TAMIAMI TRL	10296295
SHELLYHEIDILUCY LLC	3754 TAMIAMI TR N	NAPLES FL 34103	28194 S TAMIAMI TRL	10453130
7-ELEVEN INC	1722 ROUTH ST STE 1000	DALLAS TX 75201	28175 S TAMIAMI TRL	10296298
SPIRIT MASTER FUNDING VII LLC	2727 W HARWOOD STREET, SUITE 300	DALLAS TX 75201	28145 S TAMIAMI TRL	10296312
MK REALTY 28155 S TAMIAMI TRL	6685 COLLIER BLVD	NAPLES FL 34114	24155 S TAMIAMI TRL	10572026
DIRK AND BOB JOINT VENTURE	c/o ATT IGUANA MIA, 28051 S TAMIAMI TRL	BONITA SPRINGS FL 34134	28051 S TAMIAMI TRL	10296307
G&I VIII SPRINGS PLAZA LLC	c/o DRA ADVISORS LLC, 220 EAST 42ND ST 27TH FL	NEW YORK NY 10017	8951 BONITA BEACH RD SE	10572027

Exhibit
IV-A

RECEIVED
CITY OF BONITA SPRINGS
SEP 08 2020
COMMUNITY DEVELOPMENT
DEPARTMENT

KLINGLER PROPERTIES B LLC
5133 CASTELLO DR., STE 2
NAPLES, FL 34103

B F FT MYERS INC
1025 PLAIN ST STE 2
MARSHFIELD MA 02050

SHELLYHEIDILUCY LLC
3754 TAMIAMI TR N
NAPLES FL 34103

MK REALTY 28155 S TAMIAMI TRL
6685 COLLIER BLVD
NAPLES FL 34114

EMBARQ FLORIDA INC
c/o PROPERTY TAX DEPT, 1025
ELDORADO BLVD
BROOMFIELD CO 80021

DIOCESE OF VENICE
c/o DIOCESE OF VENICE LE-7, 1000
PINEBROOK RD
VENICE FL 34285

7-ELEVEN INC
1722 ROUTH ST STE 1000
DALLAS TX 75201

DIRK AND BOB JOINT VENTURE
c/o ATT IGUANA MIA, 28051 S
TAMIAMI TRL
BONITA SPRINGS FL 34134



WALGREENS CO
c/o RE TAX DEPT STORE 4165, PO BOX
1159
DEERFIELD IL 60015

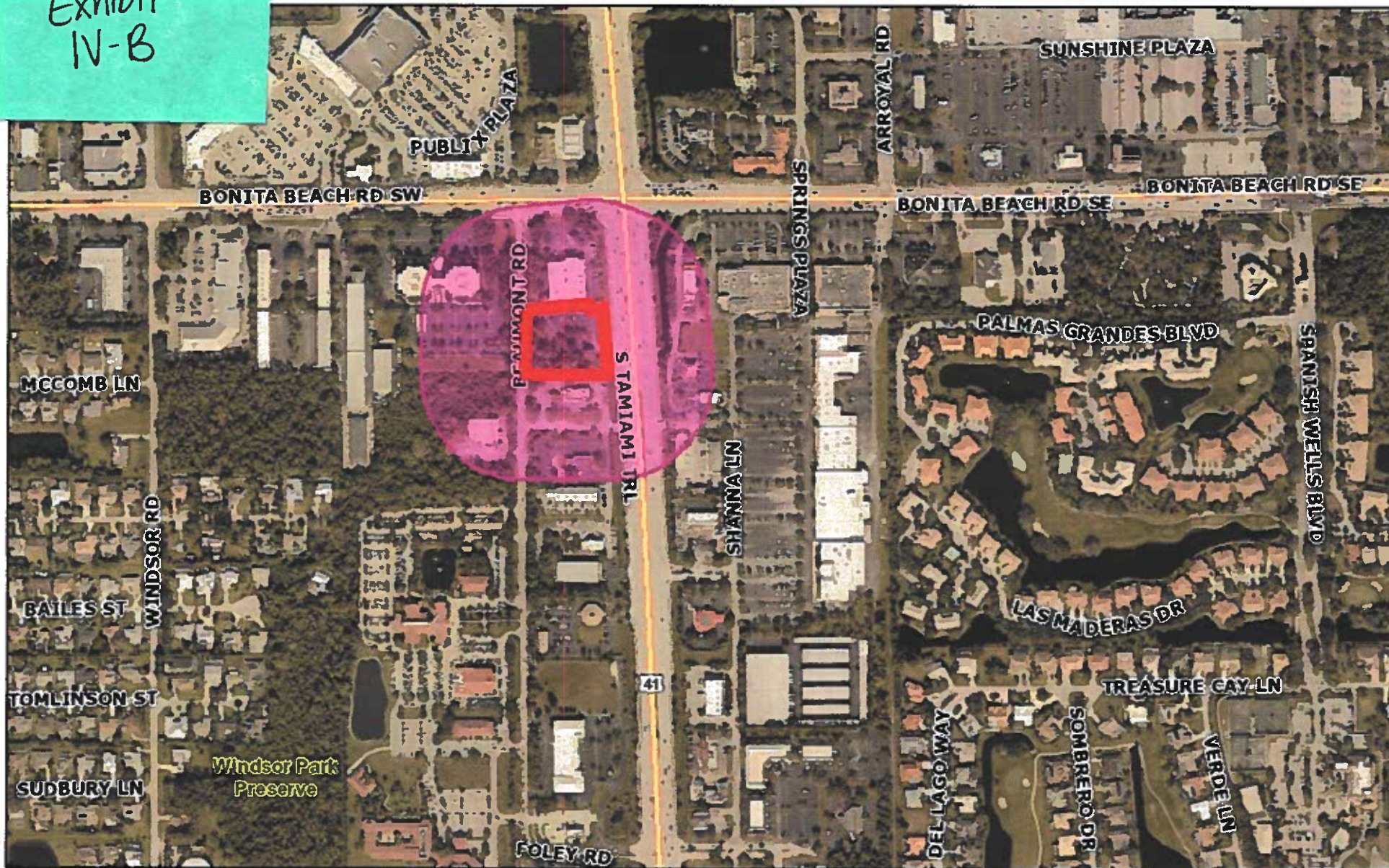
ACTION BUSINESS CORP
324 SW 16TH ST
BELLE GLADE FL 33430

SPIRIT MASTER FUNDING VII LLC
2727 W HARWOOD STREET, SUITE 300
DALLAS TX 75201

G&I VIII SPRINGS PLAZA LLC
c/o DRA ADVISORS LLC, 220 EAST 42ND
ST 27TH FL
NEW YORK NY 10017









GeoView Map



Exhibit IV-B



September 3, 2020

Air Photos: 2020 Hi-Res (4 inch)

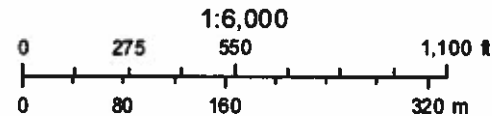
-  Hospital Locations
-  Library Locations
-  School Locations
-  School Locations
-  CCC_Parks
-  County Boundary
-  Major Roads Medium
-  I- 75

-  US 41
-  Other Highways

Other Roads
42/169

RECEIVED
CITY OF BONITA SPRINGS
Parcels Near
SEP 08 2020

COMMUNITY DEVELOPMENT
DEPARTMENT



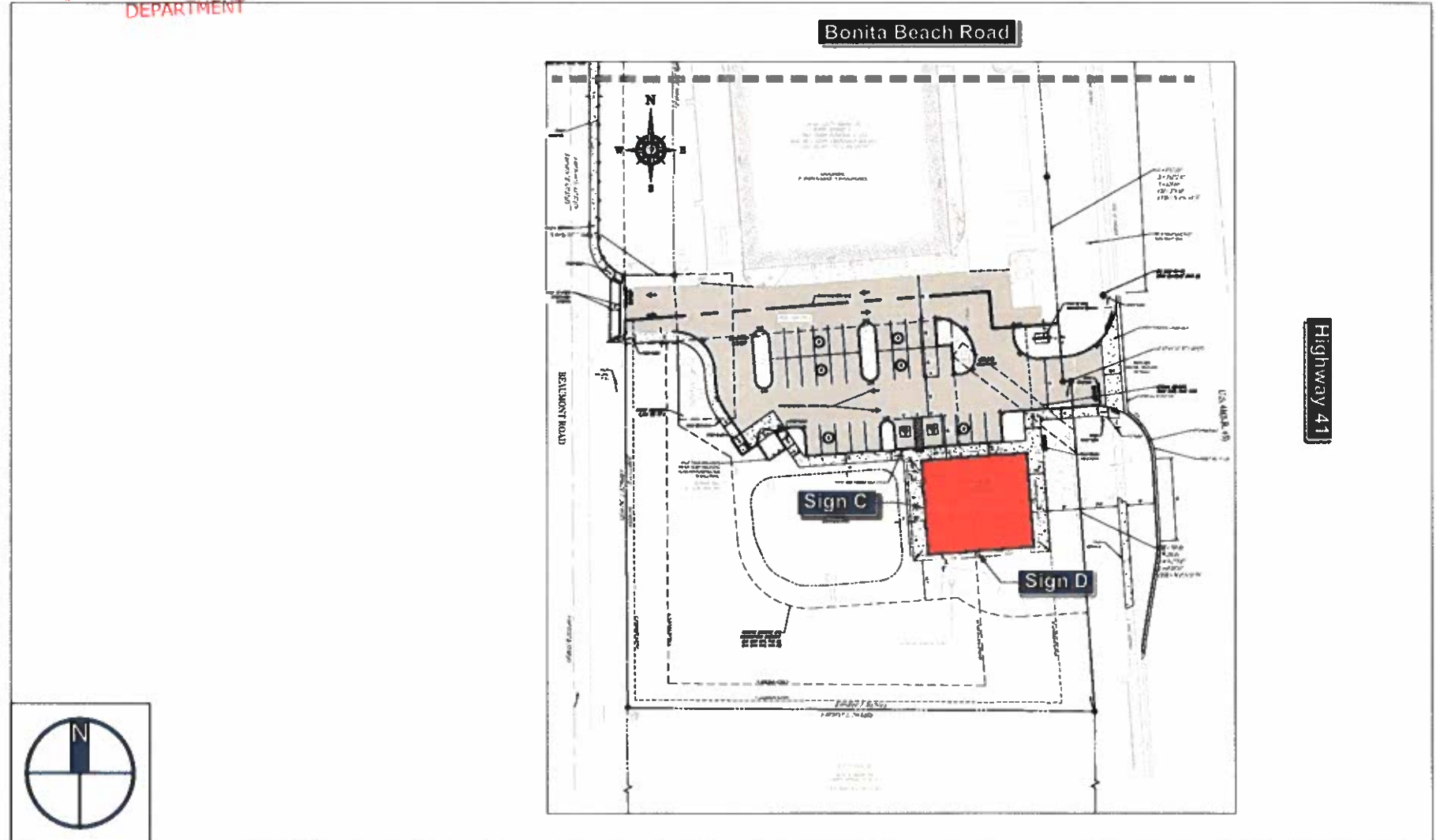
This map is NOT a legal land survey and should not be used or relied upon as such. No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

SEP 08 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

SIGN C	36" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	67.99
To Grade:	Top of sign to grade = 18'-9 3/4" Bottom of sign to grade = 15'-3 1/4"

SIGN D	32" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	53.67
To Grade:	Top of sign to grade = 18'-7 1/2" Bottom of sign to grade = 15'-5 3/4"



Qualifier -David W. Jackson - ES-0000291

1.800.213.3331

	Client: Aspen Dental	07/14/2020	Original Renderings	NB	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.
	Site #: AN-A24655				
	Address: 28100 S Tamiami Trail Bonita Springs, FL 34134				
	Retail at Bonita				

SIGN C	36" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	67.99
To Grade:	Top of sign to grade = 18'-9 3/4" Bottom of sign to grade = 15'-3 1/4"

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CITY OF BONITA SPRINGS

SEP 08 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

Qualifier -David W. Jackson - ES-0000291

1.800.213.3331



Right Elevation (West)

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

Large Canopies to be done by LL

Allowable Square Footage:	46.40
Formula: 80% of sign band width	
Actual Square Footage this Elevation:	67.99

	Client: Aspen Dental	07/14/2020	Original Renderings	NB	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.
	Site #: AN-A24655				
	Address: 28100 S Tamiami Trail Bonita Springs, FL 34134				
	Retail at Bonita				
		REVISION INFO			 1.800.213.3331

SIGN D	32" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	53.67
To Grade:	Top of sign to grade = 18'-7 1/2" Bottom of sign to grade = 15'-5 3/4"

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CITY OF BONITA SPRINGS

SEP 08 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

Qualifier -David W. Jackson - ES-0000291

1.800.213.3331



Rear Elevation (South)

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

Allowable Square Footage:	54.40
Formula: 80% of sign band width	
Actual Square Footage this Elevation:	53.67

	Client: Aspen Dental	07/14/2020	Original Renderings	NB	This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.	
	Site #: AN-A24655					
	Address: 28100 S Tamiami Trail Bonita Springs, FL 34134					
	Retail at Bonita					
		REVISION INFO			 1.800.213.3331	

SIGN C	36" Aspen Dental
Type:	Individual Channel Letters
Illumination:	Internally Illuminated LED
Square Footage:	67.99
To Grade:	Top of sign to grade = 18'-9 3/4" Bottom of sign to grade = 15'-3 1/4"

Qualifier -David W. Jackson - ES-0000291

1 800 213 3331

RECEIVED
CITY OF BONITA SPRINGS

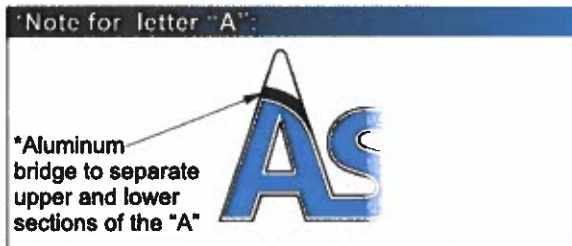
SEP 08 2020

COMMUNITY DEVELOPMENT
DEPARTMENT



Sign Layout Detail

Scale: 1/4" = 1'-0"



Electrical Detail:

White LEDs
(2) 60w Transformer @ 1.1 amps
Total Amps: 2.2
(1) 20 amp 120V Circuit Req.

General Notes:

This sign is to be installed in accordance with the requirements of NEC-2014 Article 600.6(A)(2) & FBC-2017, 6th Edition of the National Electrical Code.

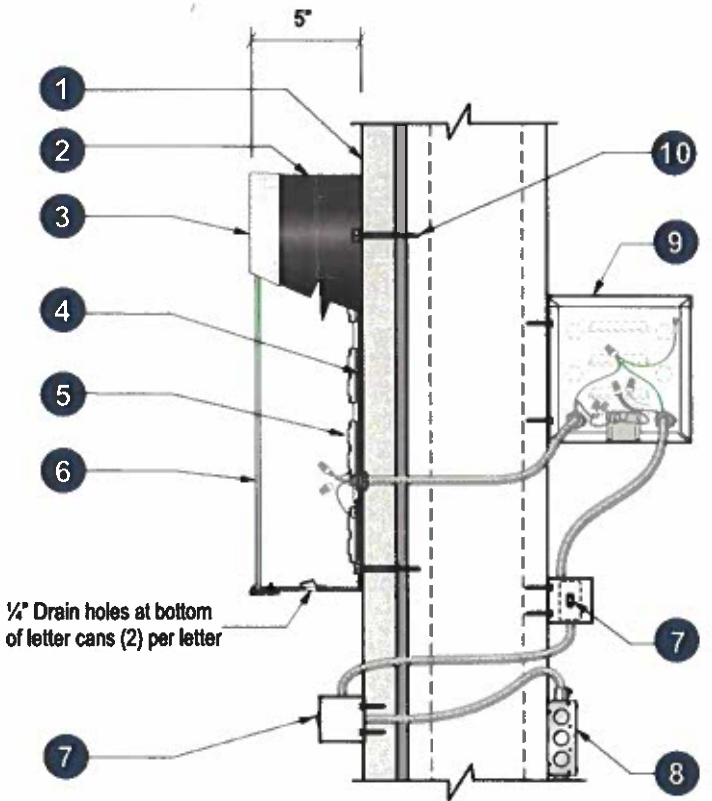
- 1) Grounded and bonded per NEC 600.7/NEC 250
- 2) Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- 3) Sign is to be UL listed per NEC 600.3
- 4) UL disconnect switch per NEC-2014 Article 600.6(A)(1) required per sign component before leaving manufacturer*

*For multiple signs, a disconnect is permitted but not required for each section



Specifications: Channel Letters

1. Existing Facade: Brick / Plywood / Metal Studs
2. 0.040" Aluminum letter returns painted to match Black
3. 1" Jewelite trimcap (White) bonded to face, #8 pan head screws to returns
4. 3mm Signabond Lite composite backs fastened to returns w/ 1/2" 18 gauge staples. Seal w/ VOC compliant 360 white latex caulk to prevent moisture penetration. (Interior of sign can painted white for maximum illumination)
5. White LEDs
6. 3/16" White Acrylic faces with first surface applied vinyl
■ Arlon Bright Blue 2500-67 with White outline border for 'Aspen'
7. Disconnect switch UL Outdoor rated toggle type w/ neoprene boot per NEC-2014 Article 600.6(A)(1)
8. Primary electrical feed in UL conduit / customer supplied UL junction box
9. Transformers within UL enclosure (removable lid), 1/4" x 1" min screws
10. Mounting Hardware #12 sheet metal screws



Section @ LED Channel Letter Front-Lit (Remote)
Scale: N.T.S.



Client:	Aspen Dental
Site #:	AN-A24655
Address:	28100 S Tamiami Trail Bonita Springs, FL 34134
	Retail at Bonita

REVISION/QUIPO	DATE	DESCRIPTION	BY
	07/14/2020	Original Renderings	NB

This rendering is the property of Anchor Sign, Inc. It is for the exclusive use of Anchor Sign, Inc. and the party which requested the rendering. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the consent of Anchor Sign, Inc. Please contact your account manager with questions regarding this statement.



AGENDA ITEM SUMMARY

Approve Resolution accepting Mettaufer Environmental as the lowest responsive and responsible bid for Ditch Maintenance RFB 20-20 in the Annual Maintenance amount of \$233,826.88 pending approval of bid submittal documentation.

MEETING DATE: 1/20/2021

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
<input type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE	Matt Feeney, Assistant City Manager
<input checked="" type="checkbox"/>	CONSENT	<input type="checkbox"/>	ORDINANCE	
<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>	ADMIN. CODE	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER ITEMS	<input type="checkbox"/>	OTHER	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER'S REPORTS			
<input type="checkbox"/>	CITY ATTORNEY ITEMS			
<input type="checkbox"/>	CITY MANAGER ITEMS			

BACKGROUND:

November 25, 2020 – Staff advertised for sealed bids for Ditch Maintenance for ditches located throughout the City.

December 23, 2020 – City received four (4) sealed bids as follows:

Mettauer Environmental	\$233,826.88
Earthbalance Corporation	\$315,626.68
P & T Lawn & Tractor	\$1,937,900.00
A+ Environmental	\$327,799.00

Attachments: Resolution, Bid Comparison

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? **YES** **NO**

IF YES, WHICH STRATEGIC OBJECTIVE? #1 – Improve Stormwater Management

STAFF RECOMMENDATIONS: Staff recommends accepting bid from Mettaufer Environmental, the lowest responsive and responsible bid, in the annual amount of \$233,826.88.

REVIEWED BY:

City Manager: **Arleen Hunter**

City Attorney: **Derek Rooney**

City Clerk: **Debra Filipek**

Department Director: **Matt Feeney**

COUNCIL ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21 –

APPROVE RESOLUTION ACCEPTING METTAUER ENVIRONMENTAL AS THE LOWEST RESPONSIVE, RESPONSIBLE BID FOR THE DITCH MAINTENANCE PROJECT RFB 20-20 IN THE TOTAL BID AMOUNT OF \$233,826.88 UPON APPROVAL OF ALL DOCUMENTS.

WHEREAS, City staff advertised for the Ditch Maintenance Project and received four (4) sealed bids,

Mettauer Environmental	Earthbalance Corp	P & T Lawn & Tractor	A+ Environmental
\$233,826.88	\$315,626.68	\$1,937,900.00	\$327,799.00

WHEREAS, the lowest responsive and responsible submittal was from Mettauer Environmental in the Total Bid Amount of \$233,826.88 for ditch maintenance;

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

Section 1. To enter into an agreement with the lowest responsive and responsible bidder, Mettauer Environmental;

Section 2. Effective date.

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 20th day of January 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr _____

Purdon _____

Forbes _____

Gibson _____

Quaremba _____

Steinmeyer _____

Date filed with City Clerk: _____

DITCH MAINTENANCE PROJECT RFB 2020
 BID OPENING DECEMBER 23, 2020 @ 10:00 AM
 BID COMPARISION

Item #	Description	Unit	Est. Annual Qty	Mettauer Environmental		Earthbalance Corporation		P & T Lawn & Tractor		A+ Environmental			
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount		
1	Bonita Pines Ditch	EA	4	\$763.08	\$3,052.32	\$1,795.00	\$7,180.00	\$19,000.00	\$76,000.00	\$1,075.00	\$4,300.00		
2	Cutting Horse Ln Ditch	EA	4	\$6,590.25	\$26,361.00	\$5,395.00	\$21,580.00	\$23,800.00	\$95,200.00	\$6,748.25	\$26,993.00		
3	Edgewood St Ditch	EA	4	\$2,196.75	\$8,787.00	\$4,152.00	\$16,608.00	\$5,400.00	\$21,600.00	\$2,730.75	\$10,923.00		
4	Imperial Pkwy Ditch	EA	4	\$1,479.92	\$5,919.68	\$1,174.40	\$4,697.60	\$500.00	\$2,000.00	\$1,123.00	\$4,492.00		
5	Industrial Park Ditch	EA	4	\$1,318.05	\$5,272.20	\$933.00	\$3,732.00	\$1,475.00	\$5,900.00	\$3,902.00	\$15,608.00		
6	Iowa St Ditch	EA	4	\$1,988.64	\$7,954.56	\$2,050.67	\$8,202.68	\$5,100.00	\$20,400.00	\$2,785.00	\$11,140.00		
7	Jarrow Rd Ditch	EA	4	\$809.33	\$3,237.32	\$1,128.00	\$4,512.00	\$5,300.00	\$21,200.00	\$1,235.75	\$4,943.00		
8	Luke St Ditch	EA	4	\$1,618.66	\$6,474.64	\$3,589.00	\$14,356.00	\$29,800.00	\$119,200.00	\$2,280.75	\$9,123.00		
9	Old 41 Rd Ditch	EA	4	\$2,451.11	\$9,804.44	\$1,395.60	\$5,582.40	\$38,200.00	\$152,800.00	\$1,812.00	\$7,248.00		
10	Pinecrest Ln Ditch -Option 1)	EA	As needed	\$1,109.94		\$10,250.00		\$19,800.00		\$19,837.00			
11	Pinetail Ct Ditch	EA	4	\$300.61	\$1,202.44	\$548.00	\$2,192.00	\$31,950.00	\$127,800.00	\$1,177.00	\$4,708.00		
12	Railroad Ditch	EA	4	\$15,446.63	\$61,786.52	\$25,898.00	\$103,592.00	\$78,000.00	\$312,000.00	\$29,072.75	\$116,291.00		
13	Trixie Ln Ditch	EA	4	\$4,231.64	\$16,926.56	\$2,337.00	\$9,348.00	\$21,000.00	\$84,000.00	\$3,352.75	\$13,411.00		
14	Wagon Trail Ditch	EA	4	\$7,168.35	\$28,673.40	\$11,025.00	\$44,100.00	\$72,000.00	\$288,000.00	\$13,807.00	\$55,228.00		
15	Washington St Ditch	EA	4	\$3,306.69	\$13,226.76	\$11,436.00	\$45,744.00	\$68,000.00	\$272,000.00	\$2,439.25	\$9,757.00		
16	West Morton Ave Ditch	EA	4	\$4,532.25	\$18,129.00	\$1,452.00	\$5,808.00	\$12,200.00	\$48,800.00	\$2,678.50	\$10,714.00		
17	Windsor Rd Ditch	EA	4	\$2,058.01	\$8,232.04	\$1,220.00	\$4,880.00	\$2,750.00	\$11,000.00	\$2,771.25	\$11,085.00		
18	Spring Creek Ditch	EA	4	\$2,196.75	\$8,787.00	\$3,378.00	\$13,512.00	\$70,000.00	\$280,000.00	\$2,958.75	\$11,835.00		
				Annual Maintenance Total			\$233,826.88		\$315,626.68		\$1,937,900.00		\$327,799.00



CITY OF BONITA SPRINGS MONTHLY FINANCIAL REPORT

NOVEMBER 30, 2020

GENERAL FUND OVERVIEW

Financial Highlights of the General Fund for the Two Months ended Nov. 30, 2020

- Total FY 2021 Revenues as of November 30, 2020 **are less than** the FY 2020 Revenues as of November 30, 2019 by \$3,460 representing a .10% decrease from FY 2020. This variance is the net effect of a decrease from FY 2020 in Other Revenues in the amount of \$110,782, offset by an increase over FY 2020 in Taxes of \$88,191.
- Total FY 2021 Revenues collected for the two months ended November 30, 2020 are 17.78% of the total Revenues budgeted for FY 2021. A significant amount of the property tax revenue is collected during the month of December, at which time the collected revenues percentage is historically about 45% of the budgeted amount.
- Total FY 2021 Expenditures as of November 30, 2020 are **less than** FY 2020 Expenditures as of November 30, 2019 by \$140,770, primarily due to Transportation and Culture & Recreation expenditures being lower than the prior year by \$206,526 and 102,291, respectively, offset by General Government expenditures being \$209,646 higher than the prior year. The Transportation costs in the prior year included drainage management costs above the amount that has been incurred in the first two months of FY 2021. Culture & Recreation expenses reflect lower operating costs from FY 2020 in the Community Park & Ball Fields which is due to the ballfield closure for the current construction, and the Soccer Complex cost centers. The increase in General Government expenditures was primarily due to the timing of the payment under the contract for Planning & Zoning Services.
- Total FY 2021 Expenditures for the two months ended November 30, 2020 are 11.66% of the Total Expenditures budgeted for FY 2021.
- FY 2021 Transfers In as of November 30, 2020 are \$2,124,974 less the FY 2020 Transfers In for the two months ended November 30, 2019. In FY 2020, there was a budgeted transfer in to the General Fund of the accumulated Local Communications Services Tax and Electricity Franchise Fees from the Debt Service Fund.
- FY 2021 Transfers Out to Other Funds as of November 30, 2020 are \$328,381 **greater than** the FY 2020 Transfers Out for the two months ended November 30, 2019. These transfers were to fund Capital Improvement Projects.
- FY 2021 Revenues and Transfers In **are greater than** FY 2021 Expenditures and Transfers Out for the two months ended November 2020 by \$1,412,712. FY 2020 Revenues and Transfers In were \$3,728,757 **greater than** FY 2020 Expenditures and Transfers Out for the two months ended November 30, 2019, which includes the transfer in as mentioned above.

A General Fund Summary of Revenues and Expenditures, showing a comparison to the prior year, is attached. Also attached is a Summary of Cash balances and a Preliminary Summary of the Fund Balance as of September 30, 2020, presented by fund.

General Fund	FY 2021				FY 2020	FY 2021 Actual Over (Under) FY 2020 Actual
	Amended Budget	YTD Actual Nov. 30, 2020	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual Nov. 30, 2019	
Revenues:						
Taxes	\$ 10,314,608	\$ 2,634,776	\$ (7,679,832)	25.54%	\$ 2,546,585	\$ 88,191
Franchise Fees	2,923,256	246,216	(2,677,040)	8.42%	262,094	(15,878)
State Shared Revenue	5,431,119	461,933	(4,969,186)	8.51%	426,924	35,009
Other Revenues	1,090,005	170,751	(919,254)	15.67%	281,533	(110,782)
Total Revenues	\$ 19,758,988	\$ 3,513,676	\$ (16,245,312)	17.78%	\$ 3,517,136	\$ (3,460)
Expenditures:						
General Government	\$ 6,096,616	\$ 756,530	\$ (5,340,086)	12.41%	\$ 546,884	\$ 209,646
Public Safety	2,636,644	540,697	(2,095,947)	20.51%	548,915	(8,218)
Physical Environment	372,812	8,455	(364,357)	2.27%	18,301	(9,846)
Transportation	2,931,521	167,794	(2,763,727)	5.72%	374,320	(206,526)
Economic Environment	27,550	-	(27,550)	0.00%	25,000	(25,000)
Human Services	156,826	2,355	(154,471)	1.50%	890	1,465
Culture & Recreation	2,418,295	231,021	(2,187,274)	9.55%	333,312	(102,291)
Total Expenditures	\$ 14,640,264	\$ 1,706,852	\$ (12,933,412)	11.66%	\$ 1,847,622	\$ (140,770)
Excess (deficiency) of revenues over (under) expenditures	\$ 5,118,724	\$ 1,806,824	\$ (3,311,900)		\$ 1,669,514	\$ 137,310
Other Financing Sources (Uses):						
Transfers In	\$ 15,000	\$ -	\$ (15,000)	0.00%	\$ 2,124,974	\$ (2,124,974)
Transfers Out	(17,231,129)	(394,112)	(16,837,017)	2.29%	(65,731)	328,381
Total Other Financing Sources (Uses) - net	\$ (17,216,129)	\$ (394,112)	\$ (16,822,017)		\$ 2,059,243	\$ 2,453,355
Total Surplus (Deficit)		\$1,412,712			\$ 3,728,757	\$ (2,316,045)

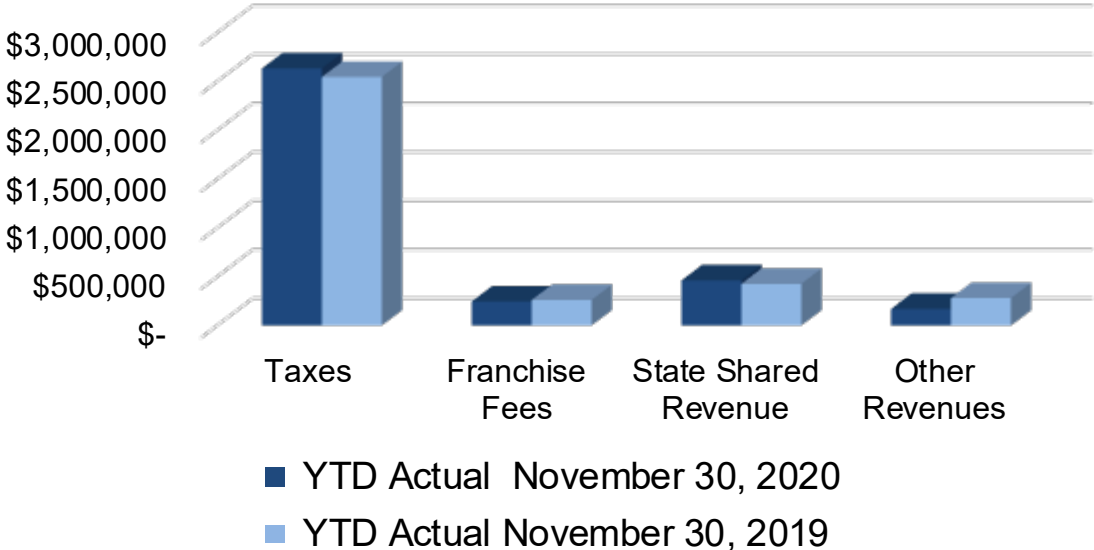
Below is the City's Cash Position as of Nov. 30, 2020, 2019 and 2018.

Fund:	Cash Balances as of		
	11/30/2020	11/30/2019	11/30/2018
General Fund	\$ 25,263,402	\$ 19,659,983	\$ 12,220,883
Gas Tax	3,896,733	4,336,773	4,293,808
Road Impact Fee	19,874,920	18,657,365	17,260,597
Park Impact Fee	2,985,900	3,599,439	3,317,589
Stormwater Management	1,205,038	377,853	-
Building Fees Fund	8,960,266	8,910,325	8,140,263
Capital Projects Fund	6,678	-	-
2011 Debt Fund	71,886	502,295	1,747,614
2014 Debt Fund	-	70,739	68,203
Downtown Revenue Sharing	175,038	-	-
Total Cash by Fund	\$ 62,439,861	\$ 56,114,772	\$ 47,048,957

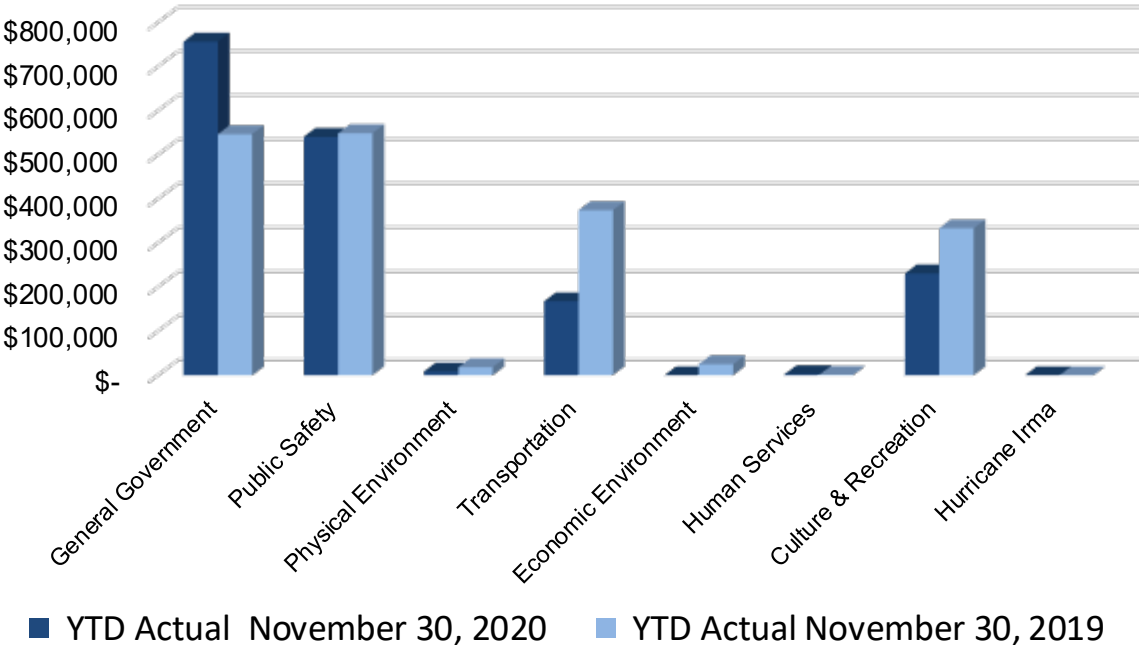
OBSERVATION:

A cash flow concern could arise if the Local Mitigation Strategy (LMS) grants and other grants for the projects in our CIP, as well as the recently approved CDBG-DR property buy-out grant, are not reimbursed on a timely basis. A reimbursement basis requires the City to make the payments for the costs upfront, as was the case with the FEMA Public Assistance Grant for funding the debris removal. We understand that with the LMS grants, we can submit invoices as they are paid and the reimbursements will be processed. With timely reimbursements, our cash flow should be able to be managed through temporary inter-fund borrowings until reimbursements are received.

General Fund Revenues as of Nov. 30, 2020 and Nov. 30, 2019



General Fund Expenditures as of Nov. 30, 2020 and Nov. 30, 2019



Fund Balance - September 30, 2020 (Preliminary and Subject to Audit)

General Fund	Special Revenue Funds						Debt Service Funds		Capital Projects Fund	Total Governmental Funds	
	Gas Tax Fund	Road Impact Fee Fund	Park Impact Fee Fund	Building Fee Fund	Stormwater Fund	Downtown Area Revenue Sharing	2011 Debt Service	2014 Debt Service			
Total Fund Balance as of Sept 30,2019	\$ 16,043,715	\$ 4,383,930	\$ 20,593,244	\$ 3,485,497	\$ 8,529,820	\$ -	\$ -	\$ 3,000,660	\$ 70,739	\$ -	\$ 56,107,605
FY 2020 Activity											
Revenues and Transfers In	\$ 22,400,582	\$ 1,857,249	\$ 4,318,672	\$ 457,728	\$ 2,907,611	\$ 1,626,214	\$ 1,182,168	\$ 2,177,230	\$ 1,007,130	\$ 12,576,882	\$ 50,511,466
Expenditures	(12,644,124)	(965,493)	-	-	(2,736,212)	(738,412)	-	(2,555,220)	(1,077,869)	(12,570,204)	(33,287,534)
Transfers out to:											
General Fund	-	-	-	-	-	-	-	(2,171,936)	-	-	(2,171,936)
Debt Service	-	-	(2,171,936)	-	-	-	(1,007,130)	-	-	-	(3,179,066)
Grants	(32,608)	-	-	-	-	-	-	-	-	-	(32,608)
Capital Projects	(1,743,483)	(1,466,430)	(1,750,347)	(1,295,487)	-	-	-	-	-	-	(6,255,747)
Total Fund Balance as of Sept 30,2020	\$ 24,024,082	\$ 3,809,256	\$ 20,989,633	\$ 2,647,738	\$ 8,701,219	\$ 887,802	\$ 175,038	\$ 450,734	\$ -	\$ 6,678	\$ 61,692,180
Allocation of Fund Balance by Category:											
Nonspendable	\$ 432,086	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,086
Restricted	-	442,711	3,751,027	860,246	6,976,136	887,802	175,038	-	-	-	13,092,960
Restricted- Capital projects carry-over	-	2,178,679	15,527,773	1,787,492	1,169,700	-	-	-	-	6,678	20,670,322
Restricted - Capital outlay carry-over	-	-	-	-	9,383	-	-	-	-	-	9,383
Restricted - Subsequent Year's Budget *	-	1,187,866	1,710,833	-	546,000	-	-	-	-	-	3,444,699
Committed to:											
Capital projects carry-over	11,808,457	-	-	-	-	-	-	-	-	-	11,808,457
Capital outlay carry-over	85,151	-	-	-	-	-	-	-	-	-	85,151
Assigned:											
Disaster & Operating Reserves	5,300,000	-	-	-	-	-	-	-	-	-	5,300,000
Subsequent Year's Budget*	-	-	-	-	-	-	-	381,129	-	-	381,129
Debt Service	-	-	-	-	-	-	-	69,605	-	-	69,605
Other purposes	120,862	-	-	-	-	-	-	-	-	-	120,862
Unassigned	6,277,527	-	-	-	-	-	-	-	-	-	6,277,527
Total Fund Balance as of Sept 30,2020	\$ 24,024,082	\$ 3,809,256	\$ 20,989,633	\$ 2,647,738	\$ 8,701,219	\$ 887,802	\$ 175,038	\$ 450,734	\$ -	\$ 6,678	\$ 61,692,180

* These amounts are calculated based on information in the FY 2021 Budget Book on page 5 and reflect the amounts of which the FY2021 Budget anticipates the use of September 30, 2020 fund balance.

Nonspendable fund balance - amounts that are not in a spendable form (i.e.: prepaid expense, inventories) or are long-term receivables legally or contractually required to be maintained intact.

Restricted fund balance - amounts that can be spent only for the specific purposes stipulated by external resource providers (ie: grants), constitutionally, or through enabling legislation (i.e.: impact fees, building fees). These restrictions may be changed or lifted only with the consent of resource providers.

Committed fund balance- amounts that can be used only for the specific purpose determined by a formal action of City Council. Such commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally (ie: carry-forward of unspent capital outlay budgets). Amounts classified as "committed" will be so designated by Council Resolution or Ordinance, and can only be changed by the same action that initially authorized them, unless that authorizing document states otherwise (ie: City Charter, Section 47 states "An appropriation for a capital expenditure shall continue in force until expended, revised, or repealed; the purpose of any such appropriation shall be deemed abandoned if 3 years pass without any disbursement from or encumbrance of the appropriation.)

Assigned fund balance - amounts intended to be used by the City for specific purposes. City Council delegates the authority to classify fund balance as "assigned" to the City Manager.

Unassigned fund balance - amounts of General Fund fund balance not contained in the other classifications. Unassigned amounts are available for any purpose. If a governmental fund, other than the General Fund, has a fund balance deficit, it will be reported as a negative amount in the unassigned classification as these funds can never have a positive amount classified as unassigned.

City of Bonita Springs, Florida

**Balance Sheet
as of November 30, 2020**

	Special Revenue Funds								Debt Service Fund Downtown Redevelopment	Debt Service Fund 2011 Debt	Cap Projects Fund	Total Governmental Funds
	General Fund	Impact Fee Funds		Gas Tax	Grants	Building Fees	Downtown Area Revenue Sharing	Stormwater Management				
		Road	Park									
ASSETS												
Cash and cash equivalents	\$ 25,263,402	\$ 19,874,920	\$ 3,012,586	\$ 3,896,733	\$ -	\$ 8,960,266	\$ 175,038	\$ 1,205,038	\$ -	\$ 71,886	\$ 6,678	\$ 62,466,548
Restricted Cash	-	-	-	-	-	-	-	-	-	-	-	-
Receivables (net)	396,805	-	-	-	-	-	-	-	-	-	-	396,805
Due from other funds	18,585	-	-	-	-	-	-	-	-	-	-	18,585
Due from other governments	-	-	-	-	11,232	-	-	-	-	-	-	11,232
Advances to other funds	-	-	-	-	-	-	-	-	-	-	-	-
Total assets	\$ 25,678,792	\$ 19,874,920	\$ 3,012,586	\$ 3,896,733	\$ 11,232	\$ 8,960,266	\$ 175,038	\$ 1,205,038	\$ -	\$ 71,886	\$ 6,678	\$ 62,893,170
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts and contracts payable	\$ 5,359	\$ -	\$ 54,156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,515
Accrued liabilities	193,185	-	-	-	-	-	-	-	-	-	-	193,185
Due to other funds	-	-	-	-	18,585	-	-	-	-	-	-	18,585
Due to other governments	43,454	116,961	-	-	-	-	-	-	-	-	-	160,415
Unearned revenue	-	-	-	-	-	-	-	-	-	-	-	-
Total liabilities	241,998	116,961	54,156	-	18,585	-	-	-	-	-	-	431,699
Total fund balances, beginning of the year	24,024,082	20,989,633	2,647,738	3,809,256	-	8,701,219	175,038	887,802	-	450,734	6,678	61,692,181
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses for the period ended November 30, 2020	1,412,712	(1,231,674)	310,692	87,477	(7,352)	259,047	-	317,236	-	(378,848)	-	769,289
Fund balances as of November 30, 2020	25,436,794	19,757,959	2,958,430	3,896,733	(7,352)	8,960,266	175,038	1,205,038	-	71,886	6,678	62,461,470
Total liabilities and fund balances	\$ 25,678,792	\$ 19,874,920	\$ 3,012,586	\$ 3,896,733	\$ 11,232	\$ 8,960,266	\$ 175,038	\$ 1,205,038	\$ -	\$ 71,886	\$ 6,678	\$ 62,893,170



General Fund Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	8,993,781.00	8,993,781.00	2,531,839.60	2,531,839.60	6,461,941.40
315 - Communications Services Taxes	1,295,827.00	1,295,827.00	100,562.45	100,562.45	1,195,264.55
316 - Local Business Taxes	25,000.00	25,000.00	2,374.19	2,374.19	22,625.81
323 - Franchise Fees	2,923,256.00	2,923,256.00	246,215.61	246,215.61	2,677,040.39
329 - Other Permits, Fees & Special Assessment	55,900.00	55,900.00	3,160.00	7,130.00	48,770.00
335 - State Shared Revenue	5,431,119.00	5,431,119.00	461,282.05	461,933.03	4,969,185.97
341 - General Government	425,000.00	425,000.00	22,815.00	63,916.37	361,083.63
343 - Physical Environment	96,300.00	96,300.00	11,400.00	21,400.00	74,900.00
347 - Culture/Recreation	109,500.00	109,500.00	3,487.40	6,222.60	103,277.40
349 - Other Charges for Services	61,500.00	61,500.00	13,508.67	37,117.89	24,382.11
351 - Judgements, Fines-Traffic	26,000.00	26,000.00	1,796.72	1,796.72	24,203.28
354 - Fines Local Ordinance	80,000.00	80,000.00	1,325.00	3,067.50	76,932.50
361 - Interest & Other Earnings	175,000.00	175,000.00	17,270.84	23,505.95	151,494.05
362 - Rents & Royalties	30,000.00	30,000.00	1,037.64	2,087.28	27,912.72
369 - Other Misc Revenues	30,805.00	30,805.00	2,576.04	4,507.00	26,298.00
381 - Transfers In	15,000.00	15,000.00	0.00	0.00	15,000.00
Revenue Total:	19,773,988.00	19,773,988.00	3,420,651.21	3,513,676.19	16,260,311.81
Expense					
51 - General Government	6,071,616.00	6,071,616.00	411,470.89	721,622.19	5,349,993.81
52 - Public Safety	2,636,644.00	2,636,644.00	48,547.26	540,696.62	2,095,947.38
53 - Physical Environment	372,812.00	372,812.00	8,411.22	8,455.20	364,356.80
54 - Transportation	2,912,368.00	2,931,521.00	125,462.12	167,793.99	2,763,727.01
55 - Economic Environment	27,550.00	27,550.00	0.00	0.00	27,550.00
56 - Human Services	156,826.00	156,826.00	890.00	2,355.00	154,471.00
57 - Culture & Recreation	2,352,295.00	2,418,295.00	141,012.83	231,020.80	2,187,274.20
58 - Other Uses/Transfers Out	5,199,639.00	17,231,129.00	362,017.18	394,112.18	16,837,016.82
59 - Other Nonoperating	25,000.00	25,000.00	34,855.69	34,908.28	-9,908.28
Expense Total:	19,754,750.00	31,871,393.00	1,132,667.19	2,100,964.26	29,770,428.74
Fund: 00 - General Fund Surplus (Deficit):	19,238.00	-12,097,405.00	2,287,984.02	1,412,711.93	-13,510,116.93



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL Group Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	487,425.00	487,425.00	29,302.37	71,165.13	416,259.87
102 - Boards & Committees	76,000.00	89,184.00	95.00	95.00	89,089.00
201 - City Manager	496,609.00	496,609.00	35,058.81	59,673.52	436,935.48
211 - Planning & Zoning	1,869,269.00	1,869,269.00	176,446.58	310,516.33	1,558,752.67
220 - Law Enforcement/Security	1,925,324.00	1,925,324.00	3,500.80	459,829.65	1,465,494.35
230 - Neighborhood Services	680,590.00	680,590.00	43,715.72	78,279.22	602,310.78
240 - Information Technologies	191,763.00	191,763.00	10,400.39	25,688.33	166,074.67
250 - Public Works	3,227,180.00	3,233,149.00	128,792.24	171,168.09	3,061,980.91
260 - Emergency Preparedness	30,730.00	30,730.00	1,330.74	2,587.75	28,142.25
270 - Non-Departmental Expenditures	721,726.00	721,726.00	46,092.60	48,798.55	672,927.45
301 - City Attorney	776,241.00	776,241.00	33,905.65	39,732.88	736,508.12
401 - Administrative Services	485,052.00	485,052.00	34,393.73	56,579.21	428,472.79
402 - City Hall	185,679.00	185,679.00	12,756.91	25,602.90	160,076.10
410 - Human Resources	23,400.00	23,400.00	-945.65	3,927.83	19,472.17
430 - Communications	667,696.00	667,696.00	43,803.22	66,505.29	601,190.71
501 - Finance	606,207.00	606,207.00	50,934.07	75,731.83	530,475.17
601 - Parks & Recreation Administration	616,002.00	616,002.00	41,748.34	73,538.42	542,463.58
602 - Recreation Center	393,284.00	393,284.00	27,170.29	46,539.17	346,744.83
603 - Community Park & Ball Fields	170,455.00	170,455.00	8,110.88	13,985.58	156,469.42
604 - Community Pool	352,133.00	352,133.00	22,743.38	40,805.63	311,327.37
605 - Riverside Park	119,485.00	140,485.00	7,620.91	9,881.26	130,603.74
609 - Formerly Community Hall/Sherriff Substation	15,440.00	15,440.00	538.51	880.34	14,559.66
610 - Dog Park	62,450.00	107,450.00	2,092.24	2,127.56	105,322.44
611 - Beach Parks	9,656.00	9,656.00	15.46	74.75	9,581.25
613 - BS Soccer Complex	133,833.00	133,833.00	3,641.45	6,553.43	127,279.57
614 - Kentucky Street Park	4,750.00	4,750.00	0.00	0.00	4,750.00
615 - Liles Hotel	59,216.00	59,216.00	2,503.06	5,689.67	53,526.33
617 - Bonita Nature Place	38,213.00	38,213.00	1,446.78	2,655.85	35,557.15
618 - Windsor Road Preserve	6,644.00	6,644.00	24.34	48.68	6,595.32
620 - Marni Fields	71,642.00	71,642.00	2,996.71	7,775.75	63,866.25
621 - BS River Park	17,842.00	17,842.00	341.28	341.28	17,500.72
622 - Cullum's Bonita Trail	16,800.00	16,800.00	0.00	0.00	16,800.00
623 - Carpenter Lane Canoe & Kayak	1,125.00	1,125.00	8.64	8.64	1,116.36
624 - Leitner Creek Neighborhood Park	4,250.00	4,250.00	64.56	64.56	4,185.44
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	0.00	6,000.00
883 - Veterans	5,000.00	5,000.00	0.00	0.00	5,000.00
Fund: 00 - General Fund Total:	14,555,111.00	14,640,264.00	770,650.01	1,706,852.08	12,933,411.92



Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,510,293.00	1,510,293.00	125,567.43	125,567.43	1,384,725.57
335 - State Shared Revenue	286,478.00	286,478.00	23,392.08	23,392.08	263,085.92
361 - Interest & Other Earnings	40,000.00	40,000.00	1,013.00	2,060.00	37,940.00
Revenue Total:	1,836,771.00	1,836,771.00	149,972.51	151,019.51	1,685,751.49
Expense					
54 - Transportation	1,197,000.00	1,197,000.00	17,275.56	63,122.20	1,133,877.80
58 - Other Uses/Transfers Out	1,827,637.00	4,006,316.00	420.00	420.00	4,005,896.00
Expense Total:	3,024,637.00	5,203,316.00	17,695.56	63,542.20	5,139,773.80
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-1,187,866.00	-3,366,545.00	132,276.95	87,477.31	-3,454,022.31
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	332,389.00	16,413,723.00	0.00	0.00	16,413,723.00
334 - State Grants	8,079,849.00	18,447,349.00	0.00	0.00	18,447,349.00
337 - Local Gvmt Grants	310,000.00	360,616.00	0.00	0.00	360,616.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	8,762,238.00	35,261,688.00	0.00	0.00	35,261,688.00
Expense					
52 - Public Safety	80,000.00	80,000.00	2,720.00	5,508.00	74,492.00
58 - Other Uses/Transfers Out	8,682,238.00	35,181,688.00	1,844.50	1,844.50	35,179,843.50
Expense Total:	8,762,238.00	35,261,688.00	4,564.50	7,352.50	35,254,335.50
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-4,564.50	-7,352.50	7,352.50
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,460,585.00	2,460,585.00	461,512.03	1,104,266.10	1,356,318.90
361 - Interest & Other Earnings	150,000.00	150,000.00	5,618.00	11,331.35	138,668.65
Revenue Total:	2,610,585.00	2,610,585.00	467,130.03	1,115,597.45	1,494,987.55
Expense					
58 - Other Uses/Transfers Out	4,321,418.00	19,849,191.00	199,959.11	2,347,271.80	17,501,919.20
Expense Total:	4,321,418.00	19,849,191.00	199,959.11	2,347,271.80	17,501,919.20
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-1,710,833.00	-17,238,606.00	267,170.92	-1,231,674.35	-16,006,931.65
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	259,710.00	259,710.00	47,940.00	109,092.00	150,618.00
361 - Interest & Other Earnings	30,000.00	30,000.00	807.00	1,641.00	28,359.00
Revenue Total:	289,710.00	289,710.00	48,747.00	110,733.00	178,977.00
Expense					
58 - Other Uses/Transfers Out	200,000.00	1,987,492.00	-199,959.11	-199,959.11	2,187,451.11
Expense Total:	200,000.00	1,987,492.00	-199,959.11	-199,959.11	2,187,451.11
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	89,710.00	-1,697,782.00	248,706.11	310,692.11	-2,008,474.11
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,508,100.00	1,508,100.00	375,972.62	375,972.62	1,132,127.38
361 - Interest & Other Earnings	4,000.00	4,000.00	252.00	512.00	3,488.00
Revenue Total:	1,512,100.00	1,512,100.00	376,224.62	376,484.62	1,135,615.38
Expense					
53 - Physical Environment	1,512,100.00	1,512,100.00	59,248.58	59,248.58	1,452,851.42

Special Revenue Funds Budget Report

For Fiscal: 2020-2021 Period Ending: 11/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	1,512,100.00	1,512,100.00	59,248.58	59,248.58	1,452,851.42
Fund: 18 - Stormwater Management Surplus (Deficit):	0.00	0.00	316,976.04	317,236.04	-317,236.04
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,200,000.00	2,200,000.00	301,913.57	717,534.98	1,482,465.02
361 - Interest & Other Earnings	78,000.00	78,000.00	2,244.00	4,562.00	73,438.00
Revenue Total:	2,278,000.00	2,278,000.00	304,157.57	722,096.98	1,555,903.02
Expense					
52 - Public Safety	2,809,000.00	2,809,000.00	232,868.11	463,050.03	2,345,949.97
54 - Transportation	0.00	9,383.00	0.00	0.00	9,383.00
58 - Other Uses/Transfers Out	15,000.00	1,184,700.00	0.00	0.00	1,184,700.00
Expense Total:	2,824,000.00	4,003,083.00	232,868.11	463,050.03	3,540,032.97
Fund: 19 - Building Fees Fund Surplus (Deficit):	-546,000.00	-1,725,083.00	71,289.46	259,046.95	-1,984,129.95
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	255,291.00	255,291.00	0.00	0.00	255,291.00
337 - Local Gvmt Grants	1,265,243.00	1,265,243.00	0.00	0.00	1,265,243.00
361 - Interest & Other Earnings	2,000.00	2,000.00	0.00	0.00	2,000.00
Revenue Total:	1,522,534.00	1,522,534.00	0.00	0.00	1,522,534.00
Expense					
58 - Other Uses/Transfers Out	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Expense Total:	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	448,884.00	448,884.00	0.00	0.00	448,884.00
Total Surplus (Deficit):	-2,906,105.00	-23,579,132.00	1,031,854.98	-264,574.44	



Debt Service Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
361 - Interest & Other Earnings	2,000.00	2,000.00	12.00	89.00	1,911.00
381 - Transfers In	2,171,067.00	2,171,067.00	0.00	2,147,312.69	23,754.31
Revenue Total:	2,173,067.00	2,173,067.00	12.00	2,147,401.69	25,665.31
Expense					
51 - General Government	2,554,196.00	2,554,196.00	0.00	2,526,250.00	27,946.00
Expense Total:	2,554,196.00	2,554,196.00	0.00	2,526,250.00	27,946.00
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-381,129.00	-381,129.00	12.00	-378,848.31	-2,280.69
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Revenue Total:	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Expense					
51 - General Government	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Expense Total:	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	116,900.00	116,900.00	0.00	0.00	116,900.00
Revenue Total:	116,900.00	116,900.00	0.00	0.00	116,900.00
Expense					
51 - General Government	116,900.00	116,900.00	0.00	0.00	116,900.00
58 - Other Uses/Transfers Out	0.00	6,676.00	0.00	0.00	6,676.00
Expense Total:	116,900.00	123,576.00	0.00	0.00	123,576.00
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	-6,676.00	0.00	0.00	-6,676.00
Total Surplus (Deficit):	-381,129.00	-387,805.00	12.00	-378,848.31	



Capital Project Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 11/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	17,538,116.00	75,966,569.00	364,281.68	396,376.68	75,570,192.32
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	17,538,116.00	75,966,569.00	364,281.68	396,376.68	75,570,192.32
Expense					
51 - General Government	488,381.00	4,150,201.00	7,500.00	37,095.00	4,113,106.00
53 - Physical Environment	9,325,978.00	42,647,901.00	2,851.00	2,851.00	42,645,050.00
54 - Transportation	6,276,757.00	27,178,454.00	420.00	2,920.00	27,175,534.00
57 - Culture & Recreation	1,447,000.00	1,990,013.00	353,510.68	353,510.68	1,636,502.32
Expense Total:	17,538,116.00	75,966,569.00	364,281.68	396,376.68	75,570,192.32
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	364,849.00	1,137,656.00	0.00	0.00	1,137,656.00
Revenue Total:	364,849.00	1,137,656.00	0.00	0.00	1,137,656.00
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	85,000.00	373,294.00	0.00	0.00	373,294.00
57 - Culture & Recreation	279,849.00	764,362.00	0.00	0.00	764,362.00
Expense Total:	364,849.00	1,137,656.00	0.00	0.00	1,137,656.00
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00



CITY OF BONITA SPRINGS MONTHLY FINANCIAL REPORT

OCTOBER 31, 2020

GENERAL FUND OVERVIEW

Financial Highlights of the General Fund for the Month ended Oct. 31, 2020

Overall: The first month of the fiscal year shows limited revenues since the majority of the City's funding is from Ad Valorem Taxes (not yet collected as of Oct. 31) and revenues distributed to the City from other governmental entities on a monthly or quarterly basis, being received by the City after the month or quarter ends. Expenditures are also limited due to most vendor invoices relating to October services being paid during the month of November.

- Total Revenues as of October 31, 2020 **are less than** the Revenues as of October 31, 2019 by \$93,094, representing a 50.02% decrease from FY 2020. This decrease is due to lower collection amounts from the prior year in October 2020 for alcoholic beverage license tax, code enforcement fines, and interest. October is typically a slower month for recognizing revenue and is impacted by the delay in receiving most of the Intergovernmental Revenues which generally are received the month following the month to which they relate. Those revenue amounts received during the month of October are accrued to the September month to properly report the September 30th fiscal year, leaving this first month of the fiscal year without revenue being recognized from those sources.
- Total Revenues collected for the month of October 31, 2020 are .47% of the total Revenues budgeted for FY 2021.
- Total Expenditures for the month of October 2020 are **greater than** Expenditures for the month of October 2019 by \$263,049, representing a 39.08% increase from FY 2020. This variance is primarily due to a timing difference in the payment of the Lee County Sheriff's first quarter amount. Total Expenditures for the month of October 2020 are 6.43% of the Total Expenditures budgeted for FY 2021.
- Transfers In from other funds during October 2019 include a transfer in from the Debt Service Fund of \$2,124,974 and Transfers in from the Grants Fund for FEMA reimbursements of \$260,252. These types of transfers were not applicable to FY 2021.
- Transfers Out to Other Funds for the month of October 2020 are \$9,741 **less than** the Transfers Out for the month of October 2019.
- Revenues and Transfers In **are less than** Expenditures and Transfers Out for the month of October 2020 by \$875,272 compared to being \$1,856,356 **more than** Expenditures and Transfers Out for the month of October 2019. This is due to the transfers in during October 2019 as referenced above, which were not applicable to FY 2021.

A General Fund Summary of Revenues and Expenditures, showing a comparison to the prior year, is attached.

Also attached is a Summary of Cash balances and a Preliminary Summary of the Fund Balance as of September 30, 2020, presented by fund.

General Fund	FY 2021				FY 2020	FY 2021 Actual Over (Under) FY 2020 Actual
	Amended Budget	YTD Actual Oct. 31, 2020	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual Oct. 31, 2019	
Revenues:						
Taxes	\$ 10,314,608	\$ -	\$ (10,314,608)	0.00%	\$ -	\$ -
Franchise Fees	2,923,256	-	(2,923,256)	0.00%	-	-
State Shared Revenue	5,431,119	651	(5,430,468)	0.01%	13,731	(13,080)
Other Revenues	1,090,005	92,374	(997,631)	8.47%	172,388	(80,014)
Total Revenues	\$ 19,758,988	\$ 93,025	\$ (19,665,963)	0.47%	\$ 186,119	\$ (93,094)
Expenditures:						
General Government	\$ 6,096,616	\$ 310,204	\$ (5,786,412)	5.09%	\$ 325,245	\$ (15,041)
Public Safety	2,636,644	492,149	(2,144,495)	18.67%	37,191	454,958
Physical Environment	372,812	44	(372,768)	0.01%	3,069	(3,025)
Transportation	2,912,368	42,332	(2,870,036)	1.45%	148,385	(106,053)
Economic Environment	27,550	-	(27,550)	0.00%	25,000	(25,000)
Human Services	156,826	1,465	(155,361)	0.93%	-	1,465
Culture & Recreation	2,352,295	90,008	(2,262,287)	3.83%	134,263	(44,255)
Total Expenditures	\$ 14,555,111	\$ 936,202	\$ (13,618,909)	6.43%	\$ 673,153	\$ 263,049
Excess (deficiency) of revenues over (under) expenditures	\$ 5,203,877	\$ (843,177)	\$ (6,047,054)		\$ (487,034)	\$ (356,143)
Other Financing Sources (Uses):						
Transfers In	\$ 15,000	\$ -	\$ (15,000)	0.00%	\$ 2,385,226	\$ (2,385,226)
Transfers Out	(5,199,639)	(32,095)	(5,167,544)	0.62%	(41,836)	(9,741)
Total Other Financing Sources (Uses) - net	\$ (5,184,639)	\$ (32,095)	\$ (5,152,544)		\$ 2,343,390	\$ 2,375,485
Total Surplus (Deficit)		\$ (875,272)			\$ 1,856,356	\$ (2,731,628)

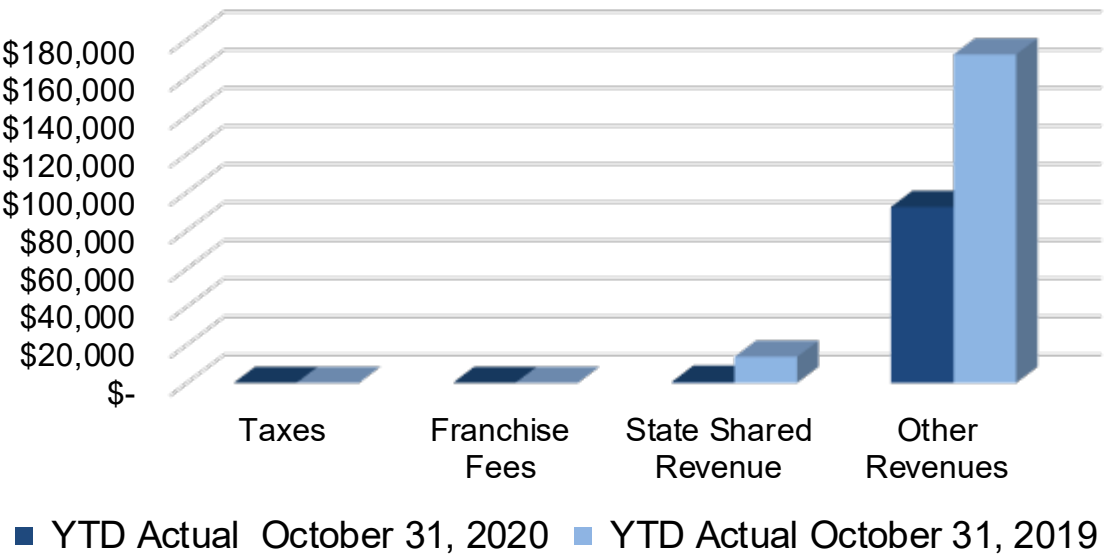
Below is the City's Cash Position as of Oct. 31, 2020, 2019 and 2018.

Fund:	Cash Balances as of		
	10/31/2020	10/31/2019	10/31/2018
General Fund	\$ 22,777,738	\$ 24,098,394	\$ 10,160,179
Gas Tax	3,764,456	4,386,847	4,285,765
Road Impact Fee	19,700,950	19,696,994	16,189,085
Park Impact Fee	2,937,153	3,571,098	3,164,280
Stormwater Management	888,062	-	-
Building Fees Fund	8,888,977	8,697,795	8,003,266
Capital Projects Fund	6,678	-	-
2011 Debt Fund	71,874	501,553	1,634,974
2014 Debt Fund	-	70,739	68,203
Downtown Revenue Sharing	175,038	-	-
Total Cash by Fund	\$ 59,210,926	\$ 61,023,420	\$ 43,505,752

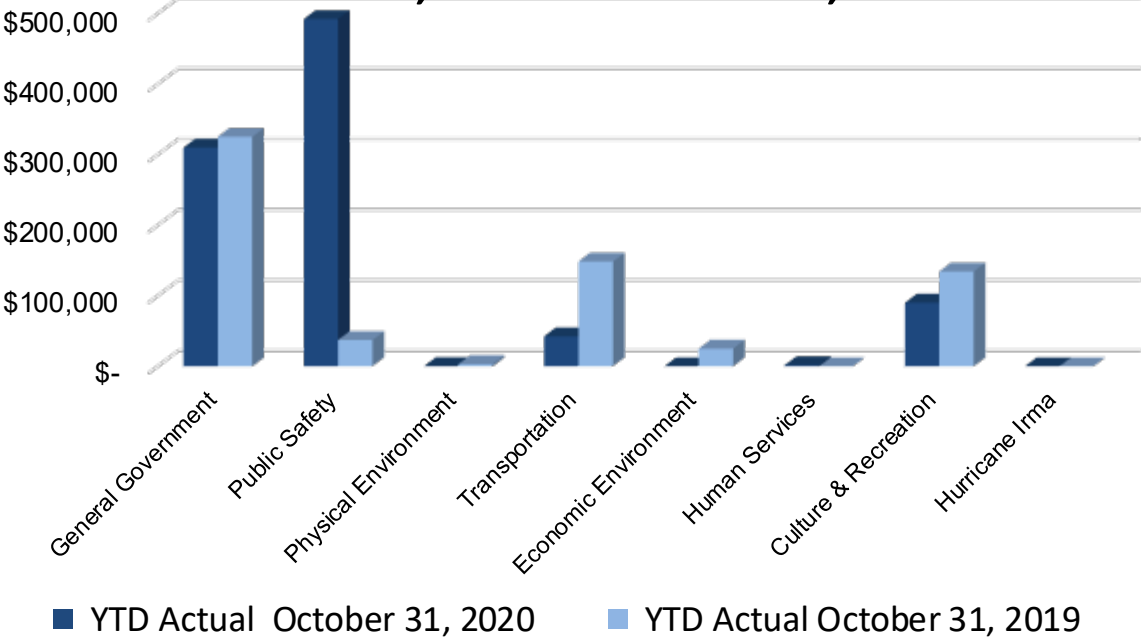
OBSERVATION:

A cash flow concern could arise if the Local Mitigation Strategy (LMS) grants and other grants for the projects in our CIP, as well as the recently approved CDBG-DR property buy-out grant, are not reimbursed on a timely basis. A reimbursement basis requires the City to make the payments for the costs upfront, as was the case with the FEMA Public Assistance Grant for funding the debris removal. We understand that with the LMS grants, we can submit invoices as they are paid and the reimbursements will be processed. With timely reimbursements, our cash flow should be able to be managed through temporary inter-fund borrowings until reimbursements are received.

General Fund Revenues as of Oct. 31, 2020 and Oct. 31, 2019



General Fund Expenditures before Special Item as of Oct. 31, 2020 and Oct. 31, 2019



Fund Balance - September 30, 2020 (Preliminary and Subject to Audit)

General Fund	Special Revenue Funds						Debt Service Funds		Capital Projects Fund	Total Governmental Funds	
	Gas Tax Fund	Road Impact Fee Fund	Park Impact Fee Fund	Building Fee Fund	Stormwater Fund	Downtown Area Revenue Sharing	2011 Debt Service	2014 Debt Service			
Total Fund Balance as of Sept 30,2019	\$ 16,043,715	\$ 4,383,930	\$ 20,593,244	\$ 3,485,497	\$ 8,529,820	\$ -	\$ -	\$ 3,000,660	\$ 70,739	\$ -	\$ 56,107,605
FY 2020 Activity											
Revenues and Transfers In	\$ 22,400,582	\$ 1,857,249	\$ 4,318,672	\$ 457,728	\$ 2,907,611	\$ 1,626,214	\$ 1,182,168	\$ 2,177,230	\$ 1,007,130	\$ 12,576,882	\$ 50,511,466
Expenditures	(12,644,124)	(965,493)	-	-	(2,736,212)	(738,412)	-	(2,555,220)	(1,077,869)	(12,570,204)	(33,287,534)
Transfers out to:											
General Fund	-	-	-	-	-	-	-	(2,171,936)	-	-	(2,171,936)
Debt Service	-	-	(2,171,936)	-	-	-	(1,007,130)	-	-	-	(3,179,066)
Grants	(32,608)	-	-	-	-	-	-	-	-	-	(32,608)
Capital Projects	(1,743,483)	(1,466,430)	(1,750,347)	(1,295,487)	-	-	-	-	-	-	(6,255,747)
Total Fund Balance as of Sept 30,2020	\$ 24,024,082	\$ 3,809,256	\$ 20,989,633	\$ 2,647,738	\$ 8,701,219	\$ 887,802	\$ 175,038	\$ 450,734	\$ -	\$ 6,678	\$ 61,692,180
Allocation of Fund Balance by Category:											
Nonspendable	\$ 432,086	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,086
Restricted	-	442,711	3,751,027	860,246	6,976,136	887,802	175,038	-	-	-	13,092,960
Restricted- Capital projects carry-over	-	2,178,679	15,527,773	1,787,492	1,169,700	-	-	-	-	6,678	20,670,322
Restricted - Capital outlay carry-over	-	-	-	-	9,383	-	-	-	-	-	9,383
Restricted - Subsequent Year's Budget *	-	1,187,866	1,710,833	-	546,000	-	-	-	-	-	3,444,699
Committed to:											
Capital projects carry-over	11,808,457	-	-	-	-	-	-	-	-	-	11,808,457
Capital outlay carry-over	85,151	-	-	-	-	-	-	-	-	-	85,151
Assigned:											
Disaster & Operating Reserves	5,300,000	-	-	-	-	-	-	-	-	-	5,300,000
Subsequent Year's Budget*	-	-	-	-	-	-	-	381,129	-	-	381,129
Debt Service	-	-	-	-	-	-	-	69,605	-	-	69,605
Other purposes	120,862	-	-	-	-	-	-	-	-	-	120,862
Unassigned	6,277,527	-	-	-	-	-	-	-	-	-	6,277,527
Total Fund Balance as of Sept 30,2020	\$ 24,024,082	\$ 3,809,256	\$ 20,989,633	\$ 2,647,738	\$ 8,701,219	\$ 887,802	\$ 175,038	\$ 450,734	\$ -	\$ 6,678	\$ 61,692,180

* These amounts are calculated based on information in the FY 2021 Budget Book on page 5 and reflect the amounts of which the FY2021 Budget anticipates the use of September 30, 2020 fund balance.

Nonspendable fund balance - amounts that are not in a spendable form (i.e.: prepaid expense, inventories) or are long-term receivables legally or contractually required to be maintained intact.

Restricted fund balance - amounts that can be spent only for the specific purposes stipulated by external resource providers (ie: grants), constitutionally, or through enabling legislation (i.e.: impact fees, building fees). These restrictions may be changed or lifted only with the consent of resource providers.

Committed fund balance- amounts that can be used only for the specific purpose determined by a formal action of City Council. Such commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally (ie: carry-forward of unspent capital outlay budgets). Amounts classified as "committed" will be so designated by Council Resolution or Ordinance, and can only be changed by the same action that initially authorized them, unless that authorizing document states otherwise (ie: City Charter, Section 47 states "An appropriation for a capital expenditure shall continue in force until expended, revised, or repealed; the purpose of any such appropriation shall be deemed abandoned if 3 years pass without any disbursement from or encumbrance of the appropriation.)

Assigned fund balance - amounts intended to be used by the City for specific purposes. City Council delegates the authority to classify fund balance as "assigned" to the City Manager.

Unassigned fund balance - amounts of General Fund fund balance not contained in the other classifications. Unassigned amounts are available for any purpose. If a governmental fund, other than the General Fund, has a fund balance deficit, it will be reported as a negative amount in the unassigned classification as these funds can never have a positive amount classified as unassigned.

City of Bonita Springs, Florida

**Balance Sheet
as of October 31, 2020**

	Special Revenue Funds										Total Governmental Funds	
	General Fund	Impact Fee Funds			Grants	Building Fees	Downtown Area Revenue Sharing	Stormwater Management	Debt Service Fund Downtown Redevelopment	Debt Service Fund 2011 Debt		Cap Projects Fund
		Road	Park	Gas Tax								
ASSETS												
Cash and cash equivalents	\$ 22,777,738	\$ 19,700,950	\$ 2,937,153	\$ 3,764,456	\$ -	\$ 8,888,977	\$ 175,038	\$ 888,062	\$ -	\$ 71,874	\$ 6,678	\$ 59,210,925
Restricted Cash	-	-	-	-	-	-	-	-	-	-	-	-
Receivables (net)	394,781	-	26,686	-	-	-	-	-	-	-	-	421,467
Due from other funds	185,979	-	-	-	-	-	-	-	-	-	-	185,979
Due from other governments	71,000	-	-	-	183,191	-	-	-	-	-	-	254,191
Advances to other funds	-	-	-	-	-	-	-	-	-	-	-	-
Total assets	\$ 23,429,498	\$ 19,700,950	\$ 2,963,839	\$ 3,764,456	\$ 183,191	\$ 8,888,977	\$ 175,038	\$ 888,062	\$ -	\$ 71,874	\$ 6,678	\$ 60,072,562
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts and contracts payable	\$ 38,450	\$ -	\$ 254,115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292,565
Accrued liabilities	198,667	-	-	-	-	-	-	-	-	-	-	198,667
Due to other funds	-	-	-	-	185,979	-	-	-	-	-	-	185,979
Due to other governments	43,571	210,161	-	-	-	-	-	-	-	-	-	253,732
Unearned revenue	-	-	-	-	-	-	-	-	-	-	-	-
Total liabilities	280,688	210,161	254,115	-	185,979	-	-	-	-	-	-	930,943
Total fund balances, beginning of the year	24,024,082	20,989,633	2,647,738	3,809,256	-	8,701,219	175,038	887,802	-	450,734	6,678	61,692,181
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses for the period ended October 31, 2020	(875,272)	(1,498,845)	61,986	(44,800)	(2,788)	187,757	-	260	-	(378,860)	-	(2,550,562)
Fund balances as of October 31, 2020	23,148,810	19,490,788	2,709,724	3,764,456	(2,788)	8,888,977	175,038	888,062	-	71,874	6,678	59,141,619
Total liabilities and fund balances	\$ 23,429,498	\$ 19,700,950	\$ 2,963,839	\$ 3,764,456	\$ 183,191	\$ 8,888,977	\$ 175,038	\$ 888,062	\$ -	\$ 71,874	\$ 6,678	\$ 60,072,562



General Fund Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 10/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	8,993,781.00	8,993,781.00	0.00	0.00	8,993,781.00
315 - Communications Services Taxes	1,295,827.00	1,295,827.00	0.00	0.00	1,295,827.00
316 - Local Business Taxes	25,000.00	25,000.00	0.00	0.00	25,000.00
323 - Franchise Fees	2,923,256.00	2,923,256.00	0.00	0.00	2,923,256.00
329 - Other Permits, Fees & Special Assessment	55,900.00	55,900.00	3,970.00	3,970.00	51,930.00
335 - State Shared Revenue	5,431,119.00	5,431,119.00	650.98	650.98	5,430,468.02
341 - General Government	425,000.00	425,000.00	41,101.37	41,101.37	383,898.63
343 - Physical Environment	96,300.00	96,300.00	10,000.00	10,000.00	86,300.00
347 - Culture/Recreation	109,500.00	109,500.00	2,735.20	2,735.20	106,764.80
349 - Other Charges for Services	61,500.00	61,500.00	23,609.22	23,609.22	37,890.78
351 - Judgements, Fines-Traffic	26,000.00	26,000.00	0.00	0.00	26,000.00
354 - Fines Local Ordinance	80,000.00	80,000.00	1,742.50	1,742.50	78,257.50
361 - Interest & Other Earnings	175,000.00	175,000.00	6,235.11	6,235.11	168,764.89
362 - Rents & Royalties	30,000.00	30,000.00	1,049.64	1,049.64	28,950.36
369 - Other Misc Revenues	30,805.00	30,805.00	1,930.96	1,930.96	28,874.04
381 - Transfers In	15,000.00	15,000.00	0.00	0.00	15,000.00
Revenue Total:	19,773,988.00	19,773,988.00	93,024.98	93,024.98	19,680,963.02
Expense					
51 - General Government	6,071,616.00	6,071,616.00	310,151.30	310,151.30	5,761,464.70
52 - Public Safety	2,636,644.00	2,636,644.00	492,149.36	492,149.36	2,144,494.64
53 - Physical Environment	372,812.00	372,812.00	43.98	43.98	372,768.02
54 - Transportation	2,912,368.00	2,931,521.00	42,331.87	42,331.87	2,889,189.13
55 - Economic Environment	27,550.00	27,550.00	0.00	0.00	27,550.00
56 - Human Services	156,826.00	156,826.00	1,465.00	1,465.00	155,361.00
57 - Culture & Recreation	2,352,295.00	2,418,295.00	90,007.97	90,007.97	2,328,287.03
58 - Other Uses/Transfers Out	5,199,639.00	17,231,129.00	32,095.00	32,095.00	17,199,034.00
59 - Other Nonoperating	25,000.00	25,000.00	52.59	52.59	24,947.41
Expense Total:	19,754,750.00	31,871,393.00	968,297.07	968,297.07	30,903,095.93
Fund: 00 - General Fund Surplus (Deficit):	19,238.00	-12,097,405.00	-875,272.09	-875,272.09	-11,222,132.91



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL Group Summary

For Fiscal: 2020-2021 Period Ending: 10/31/2020

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	487,425.00	487,425.00	41,862.76	41,862.76	445,562.24
102 - Boards & Committees	76,000.00	89,184.00	0.00	0.00	89,184.00
201 - City Manager	496,609.00	496,609.00	24,614.71	24,614.71	471,994.29
211 - Planning & Zoning	1,869,269.00	1,869,269.00	134,069.75	134,069.75	1,735,199.25
220 - Law Enforcement/Security	1,925,324.00	1,925,324.00	456,328.85	456,328.85	1,468,995.15
230 - Neighborhood Services	680,590.00	680,590.00	34,563.50	34,563.50	646,026.50
240 - Information Technologies	191,763.00	191,763.00	15,287.94	15,287.94	176,475.06
250 - Public Works	3,227,180.00	3,233,149.00	42,375.85	42,375.85	3,190,773.15
260 - Emergency Preparedness	30,730.00	30,730.00	1,257.01	1,257.01	29,472.99
270 - Non-Departmental Expenditures	696,726.00	696,726.00	2,653.36	2,653.36	694,072.64
301 - City Attorney	776,241.00	776,241.00	5,827.23	5,827.23	770,413.77
401 - Administrative Services	485,052.00	485,052.00	22,185.48	22,185.48	462,866.52
402 - City Hall	185,679.00	185,679.00	12,845.99	12,845.99	172,833.01
410 - Human Resources	23,400.00	23,400.00	4,873.48	4,873.48	18,526.52
430 - Communications	667,696.00	667,696.00	22,702.07	22,702.07	644,993.93
501 - Finance	606,207.00	606,207.00	24,797.76	24,797.76	581,409.24
601 - Parks & Recreation Administration	616,002.00	616,002.00	31,790.08	31,790.08	584,211.92
602 - Recreation Center	393,284.00	393,284.00	19,368.88	19,368.88	373,915.12
603 - Community Park & Ball Fields	170,455.00	170,455.00	5,874.70	5,874.70	164,580.30
604 - Community Pool	352,133.00	352,133.00	18,062.25	18,062.25	334,070.75
605 - Riverside Park	119,485.00	140,485.00	2,260.35	2,260.35	138,224.65
609 - Formerly Community Hall/Sherriff Substation	15,440.00	15,440.00	341.83	341.83	15,098.17
610 - Dog Park	62,450.00	107,450.00	35.32	35.32	107,414.68
611 - Beach Parks	9,656.00	9,656.00	59.29	59.29	9,596.71
613 - BS Soccer Complex	133,833.00	133,833.00	2,911.98	2,911.98	130,921.02
614 - Kentucky Street Park	4,750.00	4,750.00	0.00	0.00	4,750.00
615 - Liles Hotel	59,216.00	59,216.00	3,186.61	3,186.61	56,029.39
617 - Bonita Nature Place	38,213.00	38,213.00	1,209.07	1,209.07	37,003.93
618 - Windsor Road Preserve	6,644.00	6,644.00	24.34	24.34	6,619.66
620 - Marni Fields	71,642.00	71,642.00	4,779.04	4,779.04	66,862.96
621 - BS River Park	17,842.00	17,842.00	0.00	0.00	17,842.00
622 - Cullum's Bonita Trail	16,800.00	16,800.00	0.00	0.00	16,800.00
623 - Carpenter Lane Canoe & Kayak	1,125.00	1,125.00	0.00	0.00	1,125.00
624 - Leitner Creek Neighborhood Park	4,250.00	4,250.00	0.00	0.00	4,250.00
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	0.00	6,000.00
883 - Veterans	5,000.00	5,000.00	0.00	0.00	5,000.00
Fund: 00 - General Fund Total:	14,530,111.00	14,615,264.00	936,149.48	936,149.48	13,679,114.52



Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 10/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,510,293.00	1,510,293.00	0.00	0.00	1,510,293.00
335 - State Shared Revenue	286,478.00	286,478.00	0.00	0.00	286,478.00
361 - Interest & Other Earnings	40,000.00	40,000.00	1,047.00	1,047.00	38,953.00
Revenue Total:	1,836,771.00	1,836,771.00	1,047.00	1,047.00	1,835,724.00
Expense					
54 - Transportation	1,197,000.00	1,197,000.00	45,846.64	45,846.64	1,151,153.36
58 - Other Uses/Transfers Out	1,827,637.00	4,006,316.00	0.00	0.00	4,006,316.00
Expense Total:	3,024,637.00	5,203,316.00	45,846.64	45,846.64	5,157,469.36
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-1,187,866.00	-3,366,545.00	-44,799.64	-44,799.64	-3,321,745.36
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	332,389.00	16,413,723.00	0.00	0.00	16,413,723.00
334 - State Grants	8,079,849.00	18,447,349.00	0.00	0.00	18,447,349.00
337 - Local Gvmt Grants	310,000.00	360,616.00	0.00	0.00	360,616.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	8,762,238.00	35,261,688.00	0.00	0.00	35,261,688.00
Expense					
52 - Public Safety	80,000.00	80,000.00	2,788.00	2,788.00	77,212.00
58 - Other Uses/Transfers Out	8,682,238.00	35,181,688.00	0.00	0.00	35,181,688.00
Expense Total:	8,762,238.00	35,261,688.00	2,788.00	2,788.00	35,258,900.00
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-2,788.00	-2,788.00	2,788.00
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,460,585.00	2,460,585.00	642,754.07	642,754.07	1,817,830.93
361 - Interest & Other Earnings	150,000.00	150,000.00	5,713.35	5,713.35	144,286.65
Revenue Total:	2,610,585.00	2,610,585.00	648,467.42	648,467.42	1,962,117.58
Expense					
58 - Other Uses/Transfers Out	4,321,418.00	19,849,191.00	2,147,312.69	2,147,312.69	17,701,878.31
Expense Total:	4,321,418.00	19,849,191.00	2,147,312.69	2,147,312.69	17,701,878.31
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-1,710,833.00	-17,238,606.00	-1,498,845.27	-1,498,845.27	-15,739,760.73
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	259,710.00	259,710.00	61,152.00	61,152.00	198,558.00
361 - Interest & Other Earnings	30,000.00	30,000.00	834.00	834.00	29,166.00
Revenue Total:	289,710.00	289,710.00	61,986.00	61,986.00	227,724.00
Expense					
58 - Other Uses/Transfers Out	200,000.00	1,987,492.00	0.00	0.00	1,987,492.00
Expense Total:	200,000.00	1,987,492.00	0.00	0.00	1,987,492.00
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	89,710.00	-1,697,782.00	61,986.00	61,986.00	-1,759,768.00
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,508,100.00	1,508,100.00	0.00	0.00	1,508,100.00
361 - Interest & Other Earnings	4,000.00	4,000.00	260.00	260.00	3,740.00
Revenue Total:	1,512,100.00	1,512,100.00	260.00	260.00	1,511,840.00
Expense					
53 - Physical Environment	1,512,100.00	1,512,100.00	0.00	0.00	1,512,100.00

Special Revenue Funds Budget Report

For Fiscal: 2020-2021 Period Ending: 10/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	1,512,100.00	1,512,100.00	0.00	0.00	1,512,100.00
Fund: 18 - Stormwater Management Surplus (Deficit):	0.00	0.00	260.00	260.00	-260.00
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,200,000.00	2,200,000.00	415,621.41	415,621.41	1,784,378.59
361 - Interest & Other Earnings	78,000.00	78,000.00	2,318.00	2,318.00	75,682.00
Revenue Total:	2,278,000.00	2,278,000.00	417,939.41	417,939.41	1,860,060.59
Expense					
52 - Public Safety	2,809,000.00	2,809,000.00	230,181.92	230,181.92	2,578,818.08
54 - Transportation	0.00	9,383.00	0.00	0.00	9,383.00
58 - Other Uses/Transfers Out	15,000.00	1,184,700.00	0.00	0.00	1,184,700.00
Expense Total:	2,824,000.00	4,003,083.00	230,181.92	230,181.92	3,772,901.08
Fund: 19 - Building Fees Fund Surplus (Deficit):	-546,000.00	-1,725,083.00	187,757.49	187,757.49	-1,912,840.49
Total Surplus (Deficit):	-3,354,989.00	-24,028,016.00	-1,296,429.42	-1,296,429.42	



Debt Service Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 10/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
361 - Interest & Other Earnings	2,000.00	2,000.00	77.00	77.00	1,923.00
381 - Transfers In	2,171,067.00	2,171,067.00	2,147,312.69	2,147,312.69	23,754.31
Revenue Total:	2,173,067.00	2,173,067.00	2,147,389.69	2,147,389.69	25,677.31
Expense					
51 - General Government	2,554,196.00	2,554,196.00	2,526,250.00	2,526,250.00	27,946.00
Expense Total:	2,554,196.00	2,554,196.00	2,526,250.00	2,526,250.00	27,946.00
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-381,129.00	-381,129.00	-378,860.31	-378,860.31	-2,268.69
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Revenue Total:	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Expense					
51 - General Government	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Expense Total:	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	116,900.00	116,900.00	0.00	0.00	116,900.00
Revenue Total:	116,900.00	116,900.00	0.00	0.00	116,900.00
Expense					
51 - General Government	116,900.00	116,900.00	0.00	0.00	116,900.00
58 - Other Uses/Transfers Out	0.00	6,676.00	0.00	0.00	6,676.00
Expense Total:	116,900.00	123,576.00	0.00	0.00	123,576.00
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	-6,676.00	0.00	0.00	-6,676.00
Total Surplus (Deficit):	-381,129.00	-387,805.00	-378,860.31	-378,860.31	



City of Bonita Springs, FL

Capital Project Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 10/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	17,538,116.00	75,966,569.00	32,095.00	32,095.00	75,934,474.00
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	17,538,116.00	75,966,569.00	32,095.00	32,095.00	75,934,474.00
Expense					
51 - General Government	488,381.00	4,150,201.00	29,595.00	29,595.00	4,120,606.00
53 - Physical Environment	9,325,978.00	42,647,901.00	0.00	0.00	42,647,901.00
54 - Transportation	6,276,757.00	27,178,454.00	2,500.00	2,500.00	27,175,954.00
57 - Culture & Recreation	1,447,000.00	1,990,013.00	0.00	0.00	1,990,013.00
Expense Total:	17,538,116.00	75,966,569.00	32,095.00	32,095.00	75,934,474.00
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	364,849.00	1,137,656.00	0.00	0.00	1,137,656.00
Revenue Total:	364,849.00	1,137,656.00	0.00	0.00	1,137,656.00
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	85,000.00	373,294.00	0.00	0.00	373,294.00
57 - Culture & Recreation	279,849.00	764,362.00	0.00	0.00	764,362.00
Expense Total:	364,849.00	1,137,656.00	0.00	0.00	1,137,656.00
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve a sub-recipient agreement between Lee County and City of Bonita Springs for FY2020-2021 Community Development Block Grant (CDBG) Entitlement Funds

MEETING DATE: 1/20/2021

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
<input type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE	<p style="text-align: center;">Matt Feeney Assistant City Manager</p> <p style="text-align: center;">Elly Soto McKuen Senior Project Manager</p>
<input checked="" type="checkbox"/>	CONSENT	<input type="checkbox"/>	ORDINANCE	
<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>	ADMIN. CODE	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER ITEMS	<input checked="" type="checkbox"/>	OTHER	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER'S REPORTS			
<input type="checkbox"/>	CITY ATTORNEY ITEMS			
<input type="checkbox"/>	CITY MANAGER ITEMS			

BACKGROUND:

HUD recognizes Lee County as an Urban County in the CDBG program. As such, the County is designated as the Lead Agency to implement yearly entitlement funds. Cities within the County (Bonita Springs, Sanibel, and Fort Myers Beach) have agreed to partner with Lee County to manage their yearly entitlement allocation since early 2000. Since 2004, Bonita Springs has partnered with Lee County through an Urban County Cooperation Agreement.

Staff received the attached sub-recipient agreement from Lee County Human and Veterans Services on January 5, 2021. The 1-year agreement covers the City's entitlement funds for FY 2020-2021 (November 1, 2020 to December 31, 2021). The City has designated the funds be expended of various multi-use paths throughout the City.

The total contract amount is \$371,384. The agreement identifies the project staff contacts, provides for payment requests, quarterly beneficiary reports, quarterly construction reports, insurance from City of Bonita Springs to Lee County.

Attachment: Sub-Recipient Agreement between the City and Lee County

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? **YES** **NO**

IF YES, WHICH STRATEGIC OBJECTIVE? 3) Strengthen/Enhance City Finances, 7) Government Transparency: Increase Outreach/Accessibility to Citizens

STAFF RECOMMENDATIONS: Approve a sub-recipient agreement between Lee County and City of Bonita Springs for FY2020-2021 Community Development Block Grant (CDBG) Entitlement Funds

REVIEWED BY:

City Manager: **Arleen Hunter**

City Attorney: **Derek Rooney**

City Clerk: **Debra Filipek**

Department Director: **Matt Feeney**

COUNCIL ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**



Lee County
Southwest Florida

Board of County Commissioners
DEPARTMENT OF HUMAN and VETERAN SERVICES

**U.S. Department of Housing and Urban Development Community
Development Block Grant (CDBG)**

Sub-recipient Contract
with
City of Bonita Springs

November 1, 2020 – December 31, 2021

CSFA # _____
CFDA # 14.218
Contract No. _____
Funding Source: US Dept. of Housing
& Urban Development
Community
Development Block Grant

STANDARD NONPROFIT/GOVERNMENT CONTRACT

**SUBRECIPIENT CONTRACT BETWEEN
THE LEE BOARD OF COUNTY COMMISSIONERS
And
THE CITY OF BONITA SPRINGS**

THIS CONTRACT between Lee County, a political subdivision and Charter county of the State of Florida, hereinafter referred to as "**COUNTY**" and City of Bonita Springs a Nonprofit Corporation/Government/Municipality registered under the laws of Florida Chapter 99-428, operating under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**" will become effective upon approval by the Board of County Commissioners (BOCC).

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I: SCOPE OF SERVICES

The **PROVIDER** agrees to expenditure of Urban County CDBG funds within its jurisdiction. The **COUNTY** and **PROVIDER** hereby agree to utilize funds made available under the Annual Action Plan's Community Development Block Grant (CDGB) Program for the purpose of implementing Public Improvement and Public Facilities activities as further described in Exhibit 7 – Statement of Work. Changes in Exhibit 7 – Statement of Work may be requested from time-to-time by **COUNTY** or **PROVIDER** and shall be incorporated as written amendments to this contract.

Any proposal/application submitted which resulted in this funding award are binding and incorporated herein as a part of this contract including all conditions and projected levels of service.

For federally funded projects, all requirements and conditions as described in Attachment A, Program Guidelines must also be followed.

All projects funded by Department of Housing and Urban Development (HUD) Homeless Assistance Grants must actively participate in the Centralized Intake/Coordinated Assessment process and input data into the Homeless Management Information System (HMIS).

All activities funded with CDBG/HOME funds must benefit persons of income levels at or below 80% of the area median income and as defined in the pertinent program requirements. Subrecipient certifies that the activity carried out under this Agreement will meet the CDBG/HOME income eligibility requirements.

ARTICLE II: TERM OF CONTRACT

This Contract shall begin **November 1, 2020** and end, **December 31, 2021** unless terminated as specified in Article IX, Suspension/Termination.

For unit rate contracts, programs must be operational within 45 days of contract begin date (identified above).

ARTICLE III: COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$371,384.00**. Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in **ARTICLE II: TERM OF CONTRACT** and prior to the payment request date. Documentation of eligible expenses will be provided as stated in **ARTICLE III C. Contract Deliverables**. Payment is subject to the provisions of **ARTICLE III B. Deferred Payment/Return of Funds** and **ARTICLE IX: SUSPENSION/TERMINATION**. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. For unit rate contracts, this contract is for the payment of a fixed number of units of service at the fixed unit rate. For line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

<u>Program</u>	<u>Line Item:</u> Approved Budget Category	<u>Line Item:</u> Annual Budget Amount	<u>Total</u>
CDBG Public Facilities and Improvements	Public Facilities and Improvements	<u>\$371,384.00</u>	<u>\$371,384.00</u>

For Partnering for Results (PFR) contracts, Lee County will fund no more than 40% of the program’s actual cash expenses. The agency must be able to substantiate receipt of at least 60% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses.

Once funding is approved and a contract issued by Human and Veteran Services (HVS) it must be returned by the agency for execution within 30 days. In addition, funds must begin to be drawn within 60 days of contract execution unless Contract Specialist authorizes additional time. Failure to return signed contract or begin spending funds within allocated time frame may result in reduction or forfeiture of funds.

B. Deferred Payment/Return of Funds

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to the COUNTY or a repayment agreement is accepted by COUNTY. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 40% of program expenses. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

EXHIBIT 1- Payment Request - Due: Monthly by the 20th of the following month. All payments will be **reimbursement** for eligible expenses/services defined as uncompensated expenses rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be authorized by Human and Veterans Services. **Reimbursement** for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Lee County must be payor of last resort, meaning that if services are eligible to be billed to any other entity including but not limited to: Medicaid, third party insurance or any other entity, Lee County will not pay for that service.

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. Two-sided copies of back-up documentation are preferred. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. For PFR contracts, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

If applicable, processing of payment requests is also subject to requirements and conditions as outlined in Attachment A, Program Guidelines.

- EXHIBIT 2- Program/Demographics/Beneficiary Report –Due: As indicated on Exhibit 2.
- EXHIBIT 3 – Construction Progress Report - Due: As indicated on Exhibit 3.
- EXHIBIT 4 - Quarterly Unit Rate & Revenue Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31). Documentation to support expenditures and revenue MUST be attached i.e. QuickBooks; Profit/Loss Statement.
- EXHIBIT 5- Annual Progress Report or Closeout Report- Due as indicated on Exhibit 5 and/or in Section D.
- EXHIBIT 6 - Certificate of Insurance - Insert in contract.
- EXHIBIT 7 – Statement of Work – Included.
- EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.
- EXHIBIT 9 - Annual Certification of Continued Operation (ESG) - Due: As indicated on Exhibit 9.
- EXHIBIT 10- Current Board of Directors Roster

All exhibits/reports should be submitted electronically (email or uploaded into database if applicable). An electronic signature or a scanned copy of the report with signature is acceptable for all reports/exhibits including the Exhibit 1 (Payment Request) for which signatures are required.

2. Required Documents

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – Due Date: Non profits - 180 days following the end of PROVIDER’S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).
- Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of PROVIDER’S response to the funding agency are due to the COUNTY no later than **30 days** after receipt by the PROVIDER.

D. Contract Closeout

- Partnering for Results: Unit Rate Analysis Report -Due: 30 days after contract end.
- Partnering for Results: Final Payment Request –Due: 4 business days after contract end.
- Partnering for Results: Close-Out Report – **Due 30 days after contract end.**
- State Mandated: Final Payment Request – Due: 4 business days after contract end
- HOME – Close-out package for each property –Due: 120 days after payment request.

- Supportive Housing Program and Rental Assistance (COC) – Final Payment Request and Annual Progress Report – **Due: 45 days end date of operating year.**
- CDBG – Final Payment Request and Beneficiary Reports – **Due: 20th of the month after term end.**
- Other Funding Source – _____
Final Closeout Payment Request – **Due:** _____

ARTICLE IV: AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

B. Audits and Inspections

The **PROVIDER** will make all records referenced in ARTICLE IV C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract noncompliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a

minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source and it is the **PROVIDER's** obligation to comply with all Federal and State of Florida retention schedules. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

PROVIDER specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Contract;
- 2) upon request from the County's custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **PROVIDER** upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology system of the **COUNTY**.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

D. Independent Audit

A complete independent financial audit of the agency's financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The audit must be submitted electronically to the **COUNTY** no later than one hundred eighty (180) days following the end of a nonprofit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

ARTICLE V: AMENDMENTS

PROVIDER must submit a written request (email is acceptable) for a contract amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

The Department Director may approve amendments to the contract, which do not substantially change the original contracted scope of service and statement of work, including extensions to the end date of the contract as identified in ARTICLE II. The Board of County Commissioners must approve amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language, which is not for the purpose of correcting original omissions or clarifying original contract intent.

For federally funded projects, HUD must approve (24 CFR 583.405), in writing, any **significant** changes to an approved Homeless Continuum of Care program prior to initiating a contract amendment. Amendments to CDBG, HOME, or ESG which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activities or beneficiaries must receive prior HUD approval.

ARTICLE VI: CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the **COUNTY's** employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This

agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY**'s request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

ARTICLE VII: CONFLICT OF INTEREST

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**.

For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

ARTICLE VIII: RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the **COUNTY**, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials,

commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, **PROVIDER** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by or imposed upon the **COUNTY** in connection therewith for any loss, damage, injury, liability or other casualty. **PROVIDER** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY**'s own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the **COUNTY** in establishing the right to indemnity.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance Requirements

Insurance – Nonprofit Providers

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance *naming Lee Board of County Commissioners as Certificate Holder and additional insured* will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal. Renewal certificates are due to Lee County on or before expiration date.

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee

2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional

Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (CSL) of BI and PD
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

Insurance – Government/Municipality

Documentation of the above coverage requirements are not applicable to government/municipalities that are self-insured.

C. Notice of cancellation or modification

The **COUNTY** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

ARTICLE IX: SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract. Agencies that fail to submit required documents by the due date can be suspended, and payment will be withheld until all requirements are satisfied.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

For contracts funded under “Partnering for Results”: If anticipated Program revenue from other sources exceeds expenses by 40%, **COUNTY** reserves the right to suspend contract until final expenses/revenue is confirmed.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of

cancellation, neither party shall have any further obligation unless specified in the termination notice.

If the financing for this project is contingent upon funding sources other than Lee County as identified in the proposal/application of the contract and such funds become unavailable the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice.

For contracts funded under “Partnering for Results”: If confirmed Program revenue from other sources exceeds expenses by 40%, **COUNTY** reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

For unit rate contracts, if program is not operational within 45 days from contract start date, funds for said program will be withdrawn and contract will be amended or terminated.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

IMMIGRATION LAWS:

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by any **PROVIDER** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by The **COUNTY**.

OTHER REQUIREMENTS:

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That they will comply with all applicable Federal, State and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
- **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
 - **Section 109 - Title I of the Housing & Community Development Act of 1974**
 - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
 - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. seq.)
 - **Fair Housing Act**

Additional information can be accessed at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp
https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website:

<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the **PROVIDER**’s Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.

- E.** That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F.** That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G.** That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H.** That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I.** That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J.** That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K.** That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- L.** That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners".
- M.** That they will notify the **COUNTY** of any **SIGNIFICANT** changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N.** For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O.** The **PROVIDER** shall ensure that Lee County funds are restricted to people legally able to reside in the US.

Official notices concerning this Contract will be directed to the following authorized representatives:

PROVIDER:

Name: Arleen M. Hunter
Title: City Manager
Agency: The City of Bonita Springs
Address: 9101 Bonita Beach Road
Bonita Springs, FL 34135
Telephone: (239) 949-6262
Fax: (239) 949-6239
E-Mail :
arleen.hunter@cityofbonitasprings.org

COUNTY:

Name: Attn: Traci Thoreson
Title: Contract Specialist
Agency: Human and Veteran Services
Address: 2440 Thompson Street
Fort Myers, Florida 33901
Telephone: (239) 533-7935
Fax: (239) 533-7960
E-Mail: tthoreson@leegov.com

The signatures of the **two** persons shown below are designated and authorized to sign all applicable reports:

Arleen Hunter
Name (printed/typed)

OR Matt Feeny
Name (printed/typed)

Signature

Signature

City Manager

Assistant City Manager

Title

Title

In the event that Provider designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**.

ARTICLE XIV: SPECIAL PROVISIONS

If needed, **PROVIDER** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This includes the use of the **PROVIDER’S** facility to assist with Emergency Food Stamp preregistration if facility is operational and computer terminals are available. **PROVIDER** will be responsible to notify United Way 211 immediately after a disaster declaration if the location is accessible and operational and of any **PROVIDER** staff who are available to assist with recovery efforts.

ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 17-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: _____
Name (print)

(Signature of authorized officer)

Title

Date

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me, **by means of physical presence or online notarization**, this ____ day of _____, _____(year), by, _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY:

By: _____
Notary of Public (Signature)

Name (typed)

COUNTY: LEE COUNTY

By: _____
Name (print)

(Signature of authorized officer)

Board of County Commissioners
Title

Date

**ATTEST:
CLERK OF CIRCUIT COURT**

By: _____

Title: _____

Date: _____

**APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:**

By: _____

Date: _____

OFFICE of the COUNTY ATTORNEY

Lee County Human and Veteran Services

CONTRACT EXHIBITS & ATTACHMENTS

Applicable items are checked. If item is not checked, it does not apply to this contract.

EXHIBITS (Required Reports/Documentation):

- Exhibit 1 Payment Request
- Exhibit 2 Beneficiary Report
- Exhibit 3 Construction Progress Report
- Exhibit 4 Unit Cost Analysis Report
- Exhibit 5 Annual Progress Report or Closeout Report
- Exhibit 6 Certificates of Insurance
- Exhibit 7 Statement of Work
- Exhibit 8 Declaration of Restrictive Covenant
- Exhibit 9 Annual Certification of Continued Operation
- Exhibit 10 Board of Directors Roster

ATTACHMENTS

- ATTACHMENT A Program Guidelines (CDBG)
- ATTACHMENT B Participation Requirements Faith-Based Organizations

EXHIBIT 1 PAYMENT REQUEST Line Item Contract

Lee County Department of Human and Veteran Services
 ATTN: Traci Thoreson
 2440 Thompson Street
 Fort Myers, FL 33901
 Submit by E-Mail: TThoreson@leegov.com

Phone: (239)533-7935
 FAX: (239)533-7960

Contract No. _____
 CFDA No. 14.218
 Program: US Dept of HUD-CDBG
 Expenditures for period:
 ___/___/___ - ___/___/___
 Check appropriate line:
 ___ Regular Reimbursement
 ___ Final Reimbursement

Agency: City of Bonita Springs
 Mailing Address: 9101 Bonita Beach Road
Bonita Springs, FL 34135
 Phone: (239)949-6246
 FAX: (239)949-6245
 E-mail: _____

Reports are due by the twentieth (20th) calendar day after the end of the reporting period.

A. Approved Budget Categories	B. Approved Annual Budget Amount	C. Balance Forward end of prior month	D. Total Paid Expenditures for Reporting Period	E. Remaining Balance End of Reporting Period (Col. C-D)
Public Improvements - Multi Modal Transportation Pathways (Bike/Pedestrian Path)	\$ 371,384.00	\$ -		\$ -
Total:	\$ 371,384.00	\$ -	\$ -	\$ -

PROVIDER: By signing below, I certify that the work and/or services provided and reported in Exhibit 1 are for uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further attest that payment has been made in accordance with all applicable statutes, regulations and approved County contract. I understand that knowingly providing false information could result in investigation and prosecution.

I certify 100% of the hours worked were solely for the eligible activity as stipulated in the contracted Scope of Services and Exhibit 7 Statement of Work or that a activity tracking record (time sheet) has been provided. I further certify that all hours and services billed to this contract are eligible under CDBG regulations Statement of Work.

Signature of Authorized Official: _____

Date approved: _____

FOR LEE COUNTY USE ONLY

By signing below, I certify that to the best of my knowledge and abilities, the work and/or services provided have been inspected, monitored or reviewed and appear to be in compliance with all applicable statutes, regulations, and approved County contract.

AUTHORIZED BY: _____

APPROVED AMOUNT: \$ _____

DATE APPROVED: _____

EXHIBIT 2: CONSTRUCTION PROGRESS REPORT

Due with monthly payment request. Provide detailed information on the progress of the project, including, but not limited to:

- Design Modifications
- Development Order/Permitting Process
- Narrative Indicating Type of Work Completed During the Reporting Period
- Building Inspection Report Results
- Construction Change Orders

Subrecipient: City of Bonita Springs

Contract No.: _____

Activity: _____

Reporting Period: ____ / ____ / ____ to ____ / ____ / ____

For this reporting period, provide a brief summary of activities completed and any accomplishments achieved.

PROVIDER hereby certifies that all information reported in this exhibit has been collected and reported in compliance with all applicable statutes and regulations, and in accordance with the approved County Contract.

Signed by: _____ Date _____

EXHIBIT 6
CERTIFICATES OF INSURANCE

Insert Certificates of Insurance naming
Lee County Board of County Commissioners

as

Certificate Holder

Name and address for Certificate Holder should be:
***Lee County Board of County Commissioners,
P.O. Box 398, Fort Myers, FL 33902.***

as required in Article VIII of the Contract, for the following
policies:

- Worker's Compensation
- General Liability
- Business Auto Liability
- Directors & Officers Liability
- Fidelity Bonding

The General Liability Policy Certificate must name

***"Lee County, a political subdivision and Charter
and public officials"***

as

"Additional Insured"

**EXHIBIT 7
STATEMENT OF WORK – CONSTRUCTION PROJECTS**

Name of Agency: City of Bonita Springs

Project: Public Improvements – Multi Model Transportation Pathways

PROVIDER is responsible for implementing public improvements projects as identified below, Each project site is located within city limits, owned by the City of Bonita Springs, and meets the National Objective of benefiting low and moderate-income persons under the LMA category.

1. Description of Projects:

- Installation of new pedestrian/bike path and pocket park(s) along various locations within City of Bonita Springs to facilitate the City’s master plan of multi model transportation pathways (Roads, drainage, and infrastructure). Current locations with approved Environmental Assessments include but not limited to: W Terry St from US 41 and several routes north connecting to Old 41. All locations identified with approved under contract #7762 & #8739 remain eligible.
- CDBG funds will only be used to fund sections within a designated low/moderate income area.
- Additional locations to be determined. Additional sites as identified must receive an approved Environmental Assessment prior to commitment of funds.
- CDBG funds support soft and hard costs of constructing portions of the path that meets the National Objective of benefiting low and moderate income persons in a primarily residential area under the LMA category.

2. Schedule of Completion Dates

- a. Public Improvements
- | | |
|---------------------------|---------------------------------|
| Site Selection & Control: | Completed & ongoing |
| Design: | Completed & ongoing |
| Construction: | Phase Four construction ongoing |

3. Estimated Budget:

Public Improvements	
CDBG HUD Year 31 funding (20/21)	\$371,384.00
Total	\$371,384.00

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was authorized by the Housing and Community Development Act of 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Projects must principally benefit persons of low to moderate income. All projects must address one of three national objectives:

1. Benefit lower income families, or
2. Aid in preventing or eliminating "slums and blight" or
3. Meet an "urgent need"

Regulatory guidance on the CDBG program is found at 24 CFR part 570, specifically in subparts C, J, and K and other Federal regulations found at 24 CFR parts 5 and 2 CFR 200 also apply.

The **PROVIDER (SUBRECIPIENT)** shall comply with all federal laws and regulations described in the HUD regulations, 24 CFR Part 570, and other applicable Federal regulations, including 2 CFR 200. CDBG funds made available under this agreement shall be used to assist low and moderate-income families. This may be determined by individually qualifying households for eligibility or by the determination that the census block in which the project is located is a low income area. The method used to determine compliance will be at the discretion of Lee County.

A. SUBCONTRACTS

The **PROVIDER (SUBRECIPIENT)** shall insure that any County approved subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement. The **PROVIDER (SUBRECIPIENT)** shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List or, for contracts over \$35,000, a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. Verification of vendors can be found at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. PROCUREMENT

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.
2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.
3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

C. DOCUMENTATION AND RECORD-KEEPING

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:
 - a. A full description of each activity undertaken and its eligibility criteria.
 - b. Client data demonstrating client eligibility for services provided.
 - c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR Parts 570.503, as applicable.
 - d. Compliance with fair housing and equal opportunity components of the CDBG program.
 - e. Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

D. RESTRICTIONS ON USE OF FUNDS

The **PROVIDER (SUBRECIPIENT)** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.
2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.
3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a “Disclosure Form to Report Lobbying” in accordance with its instructions.
4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200. Faith-based organizations must provide appropriate written notice in accordance to 24 CFR 5.109 describing certain protections available to applicants participating in the activities held at their facility.

E. ENVIRONMENTAL CONDITIONS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with any instructions or requests made by the County pursuant to the completion of any applicable environmental review, as well as the following regulations insofar as they apply to the performance of this agreement:

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.
6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

F. PROGRAM INCOME

The **PROVIDER (SUBRECIPIENT)** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 570.500 generated by activities carried out with CDBG funds at the end of the program year. Lee County will determine and utilize the program income in compliance with the requirements set forth at 24 CFR 570.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

G. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 570.606;
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 570.606 under Section 104 of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.606.

H. CIVIL RIGHTS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in

areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER (SUBRECIPIENT)** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY (RECIPIENT)** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER (SUBRECIPIENT)** in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

SECTION 504 - The **PROVIDER (SUBRECIPIENT)** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

AFFIRMATIVE ACTION - The **PROVIDER (SUBRECIPIENT)** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **PROVIDER (SUBRECIPIENT)** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **PROVIDER (SUBRECIPIENT)** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **PROVIDER (SUBRECIPIENT)** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROVIDER (SUBRECIPIENT)**, state that it is an Equal Opportunity or Affirmative Action employer. The **PROVIDER (SUBRECIPIENT)** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **PROVIDER (SUBRECIPIENT)s** or subcontractors.

DAVIS BACON ACT - The **PROVIDER (SUBRECIPIENT)** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER (SUBRECIPIENT)** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

SECTION 3 CLAUSE - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)**s and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.”

I. **CLOSEOUTS**

The **PROVIDER (SUBRECIPIENT)**'S obligation to the **COUNTY (RECIPIENT)** shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to CDBG compliance.

REVERSION OF ASSETS Upon expiration of the contract, the **PROVIDER (SUBRECIPIENT)** shall transfer to the recipient any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the **PROVIDER (SUBRECIPIENT)**'s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub recipient in the form of a loan) in excess of \$25,000 is either:

- a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b) Not used to meet one of the national objectives, in which event the **PROVIDER (SUBRECIPIENT)** shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

J. **PAYMENTS AND REPORTS**

1. Payment requests will be subject to the **COUNTY (RECIPIENT)**'s execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).

2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the **PROVIDER (SUBRECIPIENT)** fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The **PROVIDER (SUBRECIPIENT)** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the **PROVIDER (SUBRECIPIENT)** forfeiting all right to payment.

All payment requests (Exhibit 1) must be signed by the **PROVIDER (SUBRECIPIENT)**'s Executive Director or other duly authorized person, and accompanied by the contractor's signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.

3. **PROVIDER (SUBRECIPIENT)** shall submit reports as required to assist the **COUNTY (RECIPIENT)** in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92.

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve a Resolution appointing two new board members to the Art in Public Places Board.

MEETING DATE: 1/20/2021

AGENDA:

REQUIREMENT/PURPOSE: (Specify)

REQUESTOR OF INFORMATION:

<input type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE
<input checked="" type="checkbox"/>	CONSENT	<input type="checkbox"/>	ORDINANCE
<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>	ADMIN. CODE
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER ITEMS	<input checked="" type="checkbox"/>	OTHER
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER'S REPORTS		
<input type="checkbox"/>	CITY ATTORNEY ITEMS		
<input type="checkbox"/>	CITY MANAGER ITEMS		

Amy Quaremba
Councilmember District 1

BACKGROUND:

In 2005, the City Council approved Ordinance No. 05-18 establishing an Art in Public Places Board with seven appointed members of the Board. On September 17, 2018, City Council adopted Ordinance No. 18-16 approving an amendment to the ordinance increasing the number of members on the Board to 11 instead of 7, while keeping the quorum at the same level (4 members). Should these members be approved, the Board will have 5 vacancies.

Attached are applications from Gary Price and Shelley Anderson who have both expressed a desire to be appointed to the Art in Public Places board. Gary Price and Shelley Anderson are both residents of District 2 in Bonita Springs.

The Board currently consists of Nigel Fullick (District 4), Susan Bridges (District 4), Janet Flanders (District 5), Melissa Layner (Lehigh Acres)

Attachments: Resolution
Committee Application: Gary Price – Art in Public Places Board
Committee Application: Shelley Anderson – Art in Public Places Board

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? YES NO
IF YES, WHICH STRATEGIC OBJECTIVE?

STAFF RECOMMENDATIONS: Approve Resolution to appoint Gary Price and Shelley Anderson to the Art in Public Places Board.

REVIEWED BY:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: _____

COUNCIL ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY OF BONITA SPRINGS APPOINTING A MEMBER TO THE CITY OF BONITA SPRINGS ART IN PUBLIC PLACES BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida adopted Ordinance No. 05-18 establishing the City of Bonita Springs Art in Public Places Board; and

WHEREAS, the Ordinance sets forth the Appointment and Composition of the Committee, which is to consist of 7 members; and was amended to 11 members.

WHEREAS, the vacancy has been properly advertised in accordance with Administrative Code AC-1-6 establishing a procedure for obtaining appointees for various city advisory boards;

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

Section 1. The following are hereby appointed to the City of Bonita Springs Art in Public Places Board: Gary Price, Shelley Anderson

Section 2. Effective Date. 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 20th day of January, 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's office

Vote:
Purdon Quaremba
Forbes Steinmeyer
Gibson Carr
Corrie

Date filed with City Clerk: _____

**APPLICATION TO
SERVE ON
ADVISORY COMMITTEE**
(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO
CITY OF BONITA SPRINGS

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

City Council District # _____

DATE: 1-12-2021

PLEASE COMPLETE ALL SECTIONS		
NAME:	<u>Anderson</u>	<u>Shelley</u>
	Last	First
		<u>A</u>
		Middle Initial
RESIDENCE ADDRESS:		
<u>10630 Goodwin St</u>	<u>Bonita Springs</u>	<u>34135</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
Street	City	Zip Code
MAILING ADDRESS:		
Street	City	Zip Code
PHONE NO. <u>—</u>	CELL PHONE # <u>239-770-7582</u>	
	Home	Business
E-MAIL ADDRESS: <u>skhj4@hotmail.com</u>		
FAX:		

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

Art in Public Places
NAME OF ADVISORY COMMITTEES

OCCUPATION: _____

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD: currently - Literacy Council-Board, YMCA-Board, Bus. Assist. Soc. Office & Board, Center for the Arts-Board, Downtown Alliance - Member

Do you reside in Bonita Springs? Yes No Address: 10630 Goodwin Street

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

My qualifications to be eligible are as follows:

I am a 42 year resident of B.S. I have lived in "Old Bonita" all that time. I have been active in every non profit serving B.S. for many years. I am currently a business owner after retiring from the financial world 2 years ago.

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

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

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

I understand that:

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

Shelley D. Anderson
Signature

1-12-21
Date

PLEASE RETURN THIS COMPLETED FORM TO: CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

**APPLICATION TO
SERVE ON
ADVISORY COMMITTEE**
(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO
CITY OF BONITA SPRINGS

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

City Council District # 2

DATE: 1/11/21

PLEASE COMPLETE ALL SECTIONS		
NAME:	<u>PRICE</u>	<u>GLARY</u>
	Last	First
		<u>A.</u>
		Middle Initial
RESIDENCE ADDRESS:		
<u>27300 MATHESON AV.</u>	<u>BONITA SPRINGS, FL</u>	<u>34135</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
<u>NONE</u>		
Street	City	Zip Code
MAILING ADDRESS:		
<u>27300 MATHESON AV.</u>	<u>BONITA SPRINGS, FL</u>	<u>34135</u>
Street	City	Zip Code
	<u>NONE</u>	<u>239 980-9400</u>
PHONE NO.	Home	CELL PHONE # <u>239 980-9400</u>
		Business
E-MAIL ADDRESS: <u>gpricebonita@gmail.com</u>		
FAX: <u>NONE</u>		

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

ART IN PUBLIC PLACES COMMITTEE

NAME OF ADVISORY COMMITTEES

OCCUPATION: RETIRED CITY MANAGER

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

CITY MANAGER OF SANIBEL & BONITA SPRINGS, 40 YEARS
OF LOCAL GOVERNMENT EXPERIENCE.

Do you reside in Bonita Springs?

Yes
 No

Address: 27300 MATHESON AV.

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

My qualifications to be eligible are as follows:

MANY YEARS INVOLVEMENT IN PARKS &
PUBLIC BUILDINGS. ART EXHIBIT IN COUNCIL
CHAMBER WAS MY IDEA AS WAS CITY'S FIRST
STATUE "THE SECRET BEACH."

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

NONE

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

N/A

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

I understand that:

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

Randy A. Price
Signature

1/11/21
Date

PLEASE RETURN THIS COMPLETED FORM TO: CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve a Resolution for a Budget Transfer to use unspent loan proceeds from the 2020 land acquisition to go towards the first debt payment

MEETING DATE: 1/20/2021

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
<input type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE	Anne K. Wright, CPA, CGFO Finance Director
<input checked="" type="checkbox"/>	CONSENT	<input type="checkbox"/>	ORDINANCE	
<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>	ADMIN. CODE	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER ITEMS	<input checked="" type="checkbox"/>	OTHER	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER'S REPORTS			
<input type="checkbox"/>	CITY ATTORNEY ITEMS			
<input type="checkbox"/>	CITY MANAGER ITEMS			

BACKGROUND:

In August 2020, the City obtained a bank loan to acquire land. The cost of the land acquisition was \$6,678 less than the loan proceeds. These unspent loan proceeds are now being transferred to the 2020 Debt Fund to go towards the February 1st payment on the loan.

Attachment: Resolution

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? **YES** **NO**

IF YES, WHICH STRATEGIC OBJECTIVE? #7. Government Transparency

STAFF RECOMMENDATIONS: Staff recommends approval of Resolution for Budget Transfer to transfer unspent loan proceeds to the 2020 Debt Fund.

REVIEWED BY:

City Manager: **Arleen Hunter**
City Attorney: **Derek Rooney**
City Clerk: **Debra Filipek**
Department Director: **Anne Wright**

COUNCIL ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 21 – ____**

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A FISCAL YEAR 2021 BUDGET TRANSFER FROM THE CAPITAL PROJECTS FUND TO THE 2020 DEBT FUND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 16, 2020, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2021; and

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

WHEREAS, unspent debt proceeds from the 2020 land acquisition loan should be spent to fund the debt payment due Feb. 1, 2021.

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

1.The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon its adoption.

2.The Bonita Springs’ City Council authorizes the following budget transfer to adjust budgeted amounts for the indicated accounts:

	Budget Increase (Decrease)
2020 Debt Fund:	
Transfer in from the Capital Projects Fund	\$ 6,678
Transfer in from the General Fund	(6,678)
Capital Projects Fund:	
East Bonita Springs Stormwater Improvements	(6,678)
Transfer out to the 2020 Debt Fund	6,678
General Fund:	
Transfer out to the 2020 Debt Service Fund	(6,678)

3.This Resolution shall become effective upon adoption by the Bonita Springs City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of January, 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Purdon
Corrie	Quaremba
Forbes	Steinmeyer
Gibson	

Date filed with City Clerk: _____

AGENDA ITEM SUMMARY

REQUESTED MOTION: Presentation on code enforcement statistics from 2020 and update on Emergency Management.

MEETING DATE: 1/20/2021

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
<input checked="" type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE	<p style="text-align: center;">Tony Backhurst Neighborhood Services Director</p> <p style="text-align: center;">Lora Taylor Communications Director</p>
<input type="checkbox"/>	CONSENT	<input type="checkbox"/>	ORDINANCE	
<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>	ADMIN. CODE	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER ITEMS	<input checked="" type="checkbox"/>	OTHER	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER'S REPORTS			
<input type="checkbox"/>	CITY ATTORNEY ITEMS			
<input type="checkbox"/>	CITY MANAGER ITEMS			

BACKGROUND:

Pursuant to Council's request for regular updates on code enforcement activities, Tony Backhurst will discuss the statistics from the 2020 calendar year as well as the emergency preparedness activities coordinated with Lee County.

Additionally, Lora Taylor, Communications Director, will provide an update on emergency communications and outreach activities.

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? **YES** **NO**

IF YES, WHICH STRATEGIC OBJECTIVE? #1 Storm water management
#5 Community Aesthetics

STAFF RECOMMENDATIONS: Receive presentation.

REVIEWED BY:

City Manager: **Arleen Hunter**

City Attorney: **Derek Rooney**

City Clerk: **Debra Filipek**

Department Director: **Lora Taylor**

Department Director: **Tony Backhurst**

COUNCIL ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

AGENDA ITEM SUMMARY

REQUESTED MOTION: Discussion regarding mural located in City Council chambers and direction to staff.

MEETING DATE: 1/20/2021

AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	Laura Carr Council Member, District 3
<input type="checkbox"/> CONSENT	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> ADMIN. CODE	
<input checked="" type="checkbox"/> MAYOR AND COUNCIL MEMBER ITEMS	<input type="checkbox"/> OTHER	
<input type="checkbox"/> MAYOR AND COUNCIL MEMBER'S REPORTS		
<input type="checkbox"/> CITY ATTORNEY ITEMS		
<input type="checkbox"/> CITY MANAGER ITEMS		

BACKGROUND:
 In light of the renovations and updates at City Hall, I would like to discuss with Council the idea of updating the mural design behind the dais. If agreeable, I would like to propose that Council direct the Art in Public Places board to discuss the current mural and make suggestions for new artwork to replace the current artwork.

To provide a background on the current mural, in 2005, the City appointed a committee to review proposals that were received for a historic mural to be located in City Council chambers. The Committee recommended the artist Courtney Canova for the historic mural project, and funding for the project was utilized from the Arts in Public Places line item.

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? YES NO
IF YES, WHICH STRATEGIC OBJECTIVE?

STAFF RECOMMENDATIONS: Council's pleasure

REVIEWED BY:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director: _____

COUNCIL ACTION:

APPROVED

DENIED

DEFERRED

OTHER

AGENDA ITEM SUMMARY

REQUESTED MOTION: First reading of the following ordinance AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AUTHORIZING THE SALE OF REAL PROPERTY KNOWN AS THE LEVIN LOT IN THE OLD 41 DOWNTOWN TO ROOFTOP AT RIVERSIDE, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

MEETING DATE: 1/20/2021

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
<input type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE	Derek Rooney City Attorney
<input type="checkbox"/>	CONSENT	<input checked="" type="checkbox"/>	ORDINANCE	
<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>	ADMIN. CODE	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER ITEMS	<input type="checkbox"/>	OTHER	
<input type="checkbox"/>	MAYOR AND COUNCIL MEMBER'S REPORTS			
<input type="checkbox"/>	CITY ATTORNEY ITEMS			
<input type="checkbox"/>	CITY MANAGER ITEMS			

BACKGROUND:

In concert with the proposed purchase and sale agreement for the Levin Lot to Rooftop at Riverside, LLC, the City Charter, Section 27, requires the adoption of an ordinance authorizing the conveyance of city real property in excess of \$15,000 in value.

Attachment: Draft Ordinance

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? **YES** **NO**

IF YES, WHICH STRATEGIC OBJECTIVE? #8 Economic Development

STAFF RECOMMENDATIONS: Move to second reading.

REVIEWED BY:

City Manager: **Arleen Hunter**
City Attorney: **Derek Rooney**
City Clerk: **Debra Filipek**
Department Director: _____

COUNCIL ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

**CITY OF BONITA SPRINGS
ORDINANCE NO. 21 - XX**

AN ORDINANCE OF THE CITY OF BONITA SPRINGS;
AUTHORIZING THE SALE OF REAL PROPERTY KNOWN AS THE
LEVIN LOT IN THE OLD 41 DOWNTOWN TO ROOFTOP AT
RIVERSIDE, LLC; AND, PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Section 27 of the City of Bonita Springs Charter requires the adoption of an ordinance to authorize the conveyance of real property by the City when the value of such property exceeds \$15,000; and

WHEREAS, the City Council issued a Request for Proposal 20-02 seeking proposals for redevelopment of City owned parcels in the Old 41 Road historic downtown including site known as the Levin Lot, legally described as Lots 7 thru 12, Block 9, Bonita Springs, according to the plat thereof, recorded in Plat Book 3, Page 26 in the Official Records of Lee County, Florida; and

WHEREAS, Rooftop at Riverside, LLP, submitted a response to said Request for Proposals seeking to purchase the Levin Lot and develop a food truck park supporting City efforts to revitalize the Old 41 Road historic downtown; and

WHEREAS, City Council at their November 18, 2020 meeting accepted the proposal and letter of intent from Rooftop at Riverside, LLC, to move forward to acquire and develop the Levin Lot.

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

SECTION ONE: RECITALS

The forgoing recitals are hereby adopted as legislative findings and incorporated herein as though set forth below.

SECTION TWO: AUTHORIZING CONVEYANCE

City Council of Bonita Springs hereby authorizes the sale of the Levin Lot to Rooftop at Riverside, LLC, as specified in a purchase and sale agreement to be prepared by the City Attorney and approved by City Council.

SECTION THREE: 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 ___th day of January, 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Purdon
Forbes
Gibson

Corrie
Quaremba
Steinmeyer

Date filed with City Clerk: _____

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve a Purchase and Sale Agreement and review draft Development Agreement with Rooftop at Riverside, LLC, respondent to Levin Lot RFP 20-02.

MEETING DATE: 1/20/2021

AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	Derek Rooney City Attorney
<input type="checkbox"/> CONSENT	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> ADMIN. CODE	
<input type="checkbox"/> MAYOR AND COUNCIL MEMBER ITEMS	<input checked="" type="checkbox"/> OTHER	
<input type="checkbox"/> MAYOR AND COUNCIL MEMBER'S REPORTS		
<input checked="" type="checkbox"/> CITY ATTORNEY ITEMS		
<input type="checkbox"/> CITY MANAGER ITEMS		

BACKGROUND:

The City Council at its November 18, 2020 meeting, accepted the letter of intent from Rooftop at Riverside, LLC, and directed the City Attorney to coordinate the terms of a final purchase and sale agreement and development agreement covering the terms of the letter of intent and to include for the provision of parking at the Banyan Tree and Lemon Lot parcels.

The essential terms include a 15-month entitlement period in order to obtain a special exception for the food truck park, upon which the property will close and title will pass to Rooftop at Riverside. Construction will commence within 6 months of all approvals and must be completed within 18 months of commencement.

Attachment: Final Approved Letter of Intent, Purchase and Sale Agreement and Addendum, revised draft Concept Plan for Special Exception and draft Development Agreement.

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? **YES** **NO**

IF YES, WHICH STRATEGIC OBJECTIVE? 5) Community Aesthetics, and 8) Economic Development

STAFF RECOMMENDATIONS: Approve the Purchase and Sale Agreement; (Development Agreement to be approved at later date)

REVIEWED BY:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director: _____

COUNCIL ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**



Jeffrey H. Gage CCIM, SIOR, MRICS
Senior Vice President

CBRE, Inc.
Capital Markets

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Naples, FL 34104-6532

+1 239 330-7665 Direct
+1 203 326-0075 Cell

Jeffrey.gage@cbre.com
www.cbre.com/jeffrey.gage

October 26, 2020

Mr. Chris Magnus via email magnuscp@hotmail.com
Mr. Jim Magnus
c/o Bonita Storage Inn
8841 West Terry Street
Bonita Springs, FL 34135

**RE: Letter of Intent for Purchase
27333 Old 41 Road
Bonita Springs, FL 34135**

Dear Chris:

CBRE has been authorized by the City of Bonita Springs (“Seller”) to represent them in their effort to select a developer to purchase and improve the subject property. This Letter of Intent “LOI” shall set forth the terms and conditions that the Seller has authorized us to present to you.

It is understood that this LOI is not intended to be a legally binding agreement and that it is solely for facilitating negotiations between the parties. No legally binding agreement shall exist unless and until a formal and definitive Purchase and Sale Agreement “PSA” has been negotiated, drafted, and approved by the respective parties and their legal counsel and executed and delivered by such parties.

We look forward to completing these negotiations with you and to the completion of your proposed project.

Sincerely,

cc: City of Bonita Springs

Offer to Purchase/LOI	11-13-2020
------------------------------	------------

BUYER:	A single purpose entity to be formed. c/o Chris, Jim and Susie Magnus
ASSIGNMENT OF PURCHASE AND SALE AGREEMENT "PSA":	PSA may not be assigned by Buyer without Seller's prior written consent.
SELLER:	City of Bonita Springs 9101 Bonita Beach Road SE Bonita Springs, FL 34134
PROPERTY:	27333 Old 41 Road Bonita Springs, FL 34135, and all associated rights to future development.
PURCHASE PRICE:	\$425,000.00
PAYMENT TERMS:	10% cash deposit in escrow on signing of the purchase and sale agreement, with credit for previously paid amount of \$21,250.00. Balance in cash on closing.
FINANCING TERMS:	None This is an all cash transaction.
CLOSING DATE:	30 days after all conditions have been satisfied. Seller's desire is to close as soon as possible.

CONDITIONS:

1. Title Search. The Seller at its expense shall deliver the Property to the Buyer on the closing date free and clear of any leases, liens or other encumbrances.
2. Zoning compliance review against anticipated uses, to include a zoning verification letter, and any necessary special exceptions, modification or revocation of restrictive ordinances and issuance of site development plan and building permits.
3. The Buyer's ability to provide proof of funds needed to complete the entire development within the agreed to time frame pursuant to the Development Agreement defined below.
4. Sellers City Council Approval
5. Phase 1 and as required phase 2 environmental.
6. Execution of mutually acceptable Development Agreement between the parties.
7. Approval of use to include liquor sales.

OPEN POINTS:

During the negotiation of the PSA the parties will discuss and negotiate in good faith the following business points.

1. Any conditions requested by the Buyer that are not listed above and categorized as generally accepted terms and conditions for a project of similar scope.
2. A Development Agreement between the parties to include the plan of development, general timeframe for the overall project schedule and key benchmarks, and offsite parking areas (“Development Agreement”). It is important to both parties that this project starts and finishes in a timely manner.
3. The parties will agree that if all of the conditions and approvals required are not obtained within a maximum time period set forth in the PSA, then the Buyer and Seller will each have the right to terminate the PSA whereupon Buyer will receive a refund of all deposit monies.
4. A provision that facilitates Buyer to continue as operator by imposing a flat fee penalty equal to \$75,000.00 if a sale occurs within 5 years of the effective date of the PSA.
5. The project will include non-exclusive offsite parking located on Lemon Tree as further set forth in the RFP, which Buyer may improve and shall have the right to count such parking spaces to satisfy any parking requirements for the food truck park.
6. The City may also provide the Buyer access to additional offsite parking that is currently being utilized by Lee County, and if desired, Buyer may improve the same and utilize such parking on a non-exclusive basis for the food truck park. Neither the City nor the Buyer shall be obligated to provide, accept

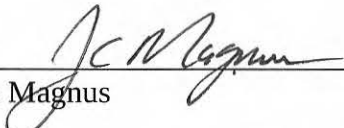
<p>DUE DILIGENCE:</p>	<p>The Buyer shall have a period of thirty (30) days following the execution of the PSA to conduct any due diligence related to the project and the land. If the Buyer determines that the land is not suitable for Buyer's project, in Buyer's sole and absolute discretion, Buyer shall have the right to terminate the PSA and receive a refund of all the deposits. During the course of negotiating the PSA, the Buyer will provide the Seller with a detailed list of all the diligence items to be supplied by the Seller. The Seller will use best efforts to supply these items to the Buyer at or prior to PSA signing. All diligence materials produced and paid for by the Buyer may be transferred to the Seller, at the Buyers actual cost, in the event a closing does not occur.</p>
<p>REQUESTED DILIGENCE:</p>	<p>Buyer would like to request the following information from the Seller, without representation or warranty:</p> <ol style="list-style-type: none"> 1. Surveys. 2. Current zoning documentation. 3. Any environmental assessments and reports. 4. Appraisals. 5. Tax Information. 6. Any other documentation or information relating to the subject property in the Seller's possession or control.
<p>DOCUMENTS FOR REFERENCE</p>	<p>The documents listed below will be used to draft specific provisions in the PSA</p> <ol style="list-style-type: none"> 1. Request for Proposal #20-02 issued by CBRE on behalf of the Seller dated 1-24-2020 2. Chris Magnus response submitted 5-14-2020 along with associated spreadsheets 3. Chris Magnus amendment email dated 6-4-2020 along with associated spreadsheets

MONEY AT RISK:	Any Deposit shall be at risk after all conditions of the purchase and sale agreement have been satisfied.
TARGET DATES AND TIMING:	Review draft PSA December 17, 2020 Start Due Diligence November 9, 2020 Sign PSA January 29, 2021 Complete Diligence February 26, 2021 Waive all conditions TBD Close on sale May 1, 2021
CONFIDENTIALITY:	All negotiations are confidential and only those allied professionals with a “need to know” will understand the terms and status of our deal. If the press or the public makes any inquiry, we will decline comment until after the closing and the parties agree on the appropriate “press release”. Notwithstanding, it is understood that unless statutorily exempt all communications, negotiations, and records relating to the sale are subject to Florida’s public meeting and records laws.
NON-BINDING:	It is understood that this LOI is not intended to be a legally binding agreement and that it is solely for facilitating negotiations between the parties. No legally binding agreement shall exist unless and until a formal and definitive purchase and sale agreement has been negotiated, drafted, and approved by the respective parties and their legal counsel and executed and delivered by such parties.
BROKERAGE:	The Sellers broker is CBRE. The parties agree that Buyer is responsible for the payment of any commissions or fees due CBRE per the terms of the RFP and an agreement to be signed with the Buyer.


Mr. Chris Magnus
November 13, 2020
Page 5 of 8

BUYERS ATTORNEY:	Craig D. Grider, Esq. Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103 T: 239-435-3535 F: 239-435-1218 Email: cgrider@cyklawfirm.com
SELLERS ATTORNEY:	Richard Swift Richard.Swift@gray-robinson.com GRAY ROBINSON 1404 Dean Street, Suite 300 Fort Myers, Florida 33901 T: 239-340-7979 F: 239-321-5334

Accepted this 13th day of November, 2020 by:



Jim Magnus



Chris Magnus

Vacant Land Contract



1. Sale and Purchase: City of Bonita Springs ("Seller") and Rooftop at Riverside, LLC ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 27333 Old 41 Road, Bonita Springs, Florida 34135
Legal Description: Lots 7 - 12, Block 9, Plat Book 3 page 26

SEC ___/TWP ___/RNG ___ of ___ County, Florida. Real Property ID No.: * see below
including all improvements existing on the Property and the following additional property:
* 35-47-25-B2-00309.007B and 35-47-25-B2-00309.007A See Addendum regarding "Additional Parcels"

2. Purchase Price: (U.S. currency) \$ 425,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: GrayRobinson, P.A.
Escrow Agent's Contact Person: Richard J. Swift, Jr. Esq.
Escrow Agent's Address: 1404 Dean Street, Suite 300, Ft. Myers, FL 33901
Escrow Agent's Phone: 239-340-7935
Escrow Agent's Email: richard.swift@gray-robinson.com

- (a) Initial deposit (\$0 if left blank) (Check if applicable)
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage)
(d) Other:
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 382,500.00
(f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is lot acre square foot other (specify):

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before ____, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. Closing Date: This transaction will close on ___ Addendum ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 7 pages.
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- 51 **5. Financing: (Check as applicable)**
- 52 • (a) **Buyer** will pay cash for the Property with no financing contingency.
- 53 • (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54 • specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55 • Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
- 56 • days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57 • and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58 • Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59 • returned.
- 60 • (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
- 61 • or _____% of the purchase price at (**Check one**) a fixed rate not exceeding _____% an
- 62 • adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
- 63 • based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
- 64 • informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65 • disclose all such information to **Seller** and Broker.
- 66 • (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
- 67 • **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
- 68 • follows: _____
- 69 • The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70 • forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71 • and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72 • penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73 • conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74 • keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75 • to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76 • financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77 • **Seller** will make the loan.
- 78 • (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79 • _____
- 80 • LN# _____ in the approximate amount of \$ _____ currently payable at
- 81 • \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82 • fixed other (describe) _____
- 83 • interest rate of _____% which will will not escalate upon assumption. Any variance in the
- 84 • mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85 • purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
- 86 • the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87 • failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88 • **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89 • **6. Assignability: (Check one) Buyer** may assign and thereby be released from any further liability under this
- 90 • contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91 • **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92 • deed special warranty deed other (specify) _____, free of liens, easements,
- 93 • and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94 • restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95 • other matters to which title will be subject) _____,
- 96 • provided there exists at closing no violation of the foregoing.
- 97 • (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98 • pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99 • **Seller** will deliver to **Buyer**, at
- 100 • (**Check one**) **Seller's** **Buyer's** expense and
- 101 • (**Check one**) within 15 days after Effective Date at least _____ days before Closing Date,
- 102 • (**Check one**)
- 103 • (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104 • discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105 • amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106 • paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107 • **Buyer** within 15 days after Effective Date.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

VAC-10 Rev 8/14

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- 108 • (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
 109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
 110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
 111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
 112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
 113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
 114 then (1) above will be the title evidence. *** **Within the Feasibility Study Period
- 115 • (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank)
 116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
 117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
 118 • **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If
 119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
 120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
 121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
 122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
 123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
 125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
 129
- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
 131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
 132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134 • (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
 135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
 136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
 137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
 138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
 139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
 140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
 141 consistency with local, state, and regional growth management plans; availability of permits, government
 142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
 143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
 144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
 145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
 146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
 147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
 148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
 149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
 150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
 151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
 152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
 153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
 154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
 155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
 157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
 158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
 159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
 160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161 • (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
 162 being satisfied that either public sewerage and water are available to the Property or the Property will be
 163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not
 166 contingent on **Buyer** conducting any further investigations.

167 **(b) Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 169 expired or if Paragraph 8(a)(2) is selected.

170 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
 172 to improving the Property and rebuilding in the event of casualty.

173 **(d) Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated
 180 with the shore line of the Property being purchased.

181 **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the
 187 costs indicated below.

188 **(a) Seller Costs:**
 189 Taxes on deed
 190 Recording fees for documents needed to cure title
 191 Title evidence (if applicable under Paragraph 7)
 192 Other: _____

193 **(b) Buyer Costs:**
 194 Taxes and recording fees on notes and mortgages
 195 Recording fees on the deed and financing statements
 196 Loan expenses
 197 Title evidence (if applicable under Paragraph 7)
 198 Lender's title policy at the simultaneous issue rate
 199 Inspections
 200 Survey
 201 Insurance
 202 Other: Buyer shall pay deed doc stamps as City is exempt and Buyer required to pay

203 **(c) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 **(d) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be
 211 paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a
 213 Homeowners' or Condominium Association.

214 **(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
265 permitted, of **Seller**, **Buyer**, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
276 will be relieved from all further obligations under this contract; ~~or **Seller**, at **Seller's** option, may proceed in~~
277 ~~equity to enforce **Seller's** rights under this contract.~~

278 **16. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
279 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
280 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
281 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
282 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
283 person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful
284 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
285 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
286 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

287 **17. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
288 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
289 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
290 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
291 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
292 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
293 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**
294 **government agencies for verification of the Property condition and facts that materially affect Property**
295 **value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
296 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
297 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold
298 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
299 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
300 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
301 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
302 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
303 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
304 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each
305 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
306 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
307 This Paragraph will survive closing.

308 **18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
309 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
310 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
311 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
312 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

313 **19. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
314 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
315 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
316 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
317 MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

318- (a) N/A (Seller's Broker)
319- will be compensated by **Seller** **Buyer** both parties pursuant to a listing agreement other
320- (specify): N/A
321- (b) CBRE (Buyer's Broker)
322- will be compensated by **Seller** **Buyer** both parties **Seller's** Broker pursuant to a MLS offer of
323- compensation other (specify): per the terms of the RFP and agreement signed by Buyer. See
Addendum.

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324* **20. Additional Terms:**

325
326
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329
330
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333
334
335
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338
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340

See Addendum.

341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
342 **signing.**

343* **Buyer:** _____ **Date:** _____

344* **Print name:** _____

345* **Buyer:** _____ **Date:** _____

346* **Print name:** _____

347 **Buyer's address for purpose of notice:**

348* **Address:** _____

349* **Phone:** _____ **Fax:** _____ **Email:** _____

350* **Seller:** _____ **Date:** _____

351* **Print name:** _____

352* **Seller:** _____ **Date:** _____

353* **Print name:** _____

354 **Seller's address for purpose of notice:**

355* **Address:** _____

356* **Phone:** _____ **Fax:** _____ **Email:** _____

357* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
358 **final offer or counter offer.)**

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ADDENDUM TO VACANT LAND CONTRACT

THIS ADDENDUM TO VACANT LAND CONTRACT (this "**Addendum**") is entered into by and between CITY OF BONITA SPRINGS ("**Seller**") and Rooftop at Riverside, LLC ("**Buyer**").

WHEREAS, Seller and Buyer entered into that certain Vacant Land Contract of even date herewith ("**Contract**") for the sale of real property known as 27333 Old 41 Road, Bonita Springs, Florida 34135 ("**Property**"); and

WHEREAS, Seller and Buyer wish to enter into this Addendum to modify the Contract to provide certain preconditions to close on the Property and certain other matters.

NOW THEREFORE, for ten dollars (\$10) and other good and valuable consideration, the sufficiency which is acknowledged between the parties, Seller and Buyer hereby agree as follows:

The following items shall be preconditions to Closing, which shall be as follows:

1. Title Search. The Seller at its expense shall deliver good and marketable title to the Property to the Buyer on the closing date free and clear of any leases, liens or other encumbrances.

2. Deposit. Upon execution of the Contract, Buyer shall deposit \$21,250.00 with Escrow Agent, which, together with the \$21,250.00 held by Escrow Agent pursuant to Buyer's Request for Proposal Response, RFP#20-02, dated May 14, 2020, as supplemented by correspondence dated June 4, 2020 ("**RFP**") shall constitute the "**Deposit**" under the Contract.

3. Approvals. Provided Buyer has not otherwise terminated the Contract pursuant to Section 8 therein, following the expiration of the Feasibility Study Period, Buyer shall have fifteen (15) months ("**Approval Period**") to obtain (i) adoption of the Ordinance as provided by Section 27 of the City Charter for conveyance of the Property (Seller obligation), (ii) non-appealable zoning, land use and development approvals by the City of Bonita Springs, (iii) a Development Agreement with the City of Bonita Springs in form and substance attached hereto as Exhibit "A", (iv) a "clean" Phase I and Phase II (as applicable) Environmental Report for the Property; (v) liquor license(s) and/or permits from the State of Florida and the City of Bonita Springs, as applicable, (vi) any other governmental, quasi-governmental or other approvals, documents, releases, or consents, including, without limitation, and any necessary special exceptions with conditions set forth in Exhibit "B"; modification or revocation of restrictive ordinances; site development plan and building permits; and a Zoning Verification Letter from the City of Bonita Springs; and (vii) environmental and water management permits (collectively, the "**Approvals**") necessary for Buyer's proposed development of the Property, the Lemon Tree Parcel (defined below) and, as applicable, the Banyan Tree Parcel (defined below) as a food truck park, featuring multiple food truck pads, a large, free standing building that will house a bar, a large pergola area, a children's playground, storage facility, and parking; and non-exclusive parking use and improvement rights over and across the Lemon Tree Parcel, and, as applicable, the Banyan Tree Parcel, for the benefit of the Property consistent with the RFP (the "**Project**"). The "**Lemon Tree Parcel**" shall mean 27400 Old 41 Road and the "**Banyan Tree Parcel**" shall mean the south east quadrant of 10520 Reynolds Street as shown on the concept map attached as Exhibit "C". Seller shall fully cooperate with Buyer in Buyer's efforts to obtain the Approvals, and Seller shall not object to or otherwise hinder Buyer's pursuit of or ability to obtain the Approvals. If Buyer does not obtain the Approvals within the Approval Period, Buyer may, within fifteen (15) days after expiration of the Approval Period, (i) terminate this transaction by delivering written notice to Seller, whereupon the Deposit shall be returned to Buyer and Seller and Buyer shall be released

from any and all further obligations and liabilities arising under or out of this Agreement, or (ii) waive such condition and proceed to close as set forth in Section 4 of this Addendum, below.

4. Closing Conditions. Buyer's obligation to consummate the transaction contemplated hereunder is conditioned upon satisfaction of each of the following conditions: (a) Buyer obtaining the Approvals; (b) Buyer's providing proof of access to funds in an amount sufficient to complete the Project; and (c) Seller shall not have failed to perform or comply with any of its agreements or obligations in the manner provided herein. In the event that any one or more of the above conditions is not satisfied on or prior to the applicable Closing Date, Buyer may: (i) terminate this Agreement by notice to Seller, whereupon the Deposit shall immediately be refunded to Buyer so long as Buyer commenced and pursued the Approvals in a commercially reasonable manner, and the Parties shall be released from all liability hereunder and this Agreement shall be automatically canceled and rendered of no further force and effect; or (ii) elect to extend the Closing Date up to ninety (90) days to allow additional time to satisfy the conditions. Nothing herein shall be deemed as a waiver or limitation of any remedy available to Buyer under this Agreement (including, without limitation, the right to bring an action for specific performance under Section 15(a) of the Contract) or under Florida law for a default by the Seller.

5. Documentation. Within five (5) days after the Effective Date, Seller shall furnish Buyer with legible, accurate and complete copies of all plans, surveys, environmental assessments or reports, appraisals, tax information, and documents, agreements and correspondence relating to the Property and/or the Additional Parcels in Seller's possession or control. In the event Seller fails to timely furnish such documents in its possession and control to Buyer, then the Feasibility Study Period shall be automatically extended by one (1) day for each day the Seller is late in providing the above documentation.

6. Closing Documentation. At Closing, Seller shall deliver to Buyer the following: (i) a good and sufficient special warranty deed for the Property; (ii) to the extent available or necessary, any licenses, leases or other agreements necessary for Buyer's development of the Project; (iii) an owner's gap and construction lien affidavit; and (iv) an assignment of all developer/development rights, intangible rights and other property and rights included in this transaction (including permits, approvals, or development orders). At Closing, Buyer shall post a performance bond in a sum equal to five percent (5%) of the total project costs for the Property, the Lemon Tree Parcel, and, as applicable, the Banyan Tree Parcel, as surety for performing the work following an uncured default under the Development Agreement.

7. Commission. Pursuant to the RFP, Buyer has agreed to pay a broker's commission to CBRE at, and contingent upon, the Closing, in an amount equal to three and one-half percent (3.5%) of the sum of the Purchase Price and site improvement costs of the Property and the Lemon Tree Parcel as provided by the RFP. CBRE shall not be entitled to any further compensation or commission. This Section shall survive Closing and delivery of the deed and shall not be merged therein.

All other terms and conditions which are not in conflict shall remain in full force and effect.

(Signatures appear on following pages.)

DATE: _____

DATE: _____

SELLER:

BUYER:

THE CITY OF BONITA SPRINGS

ROOFTOP AT RIVERSIDE, LLC

Jim Magnus, Manager

By: _____

Print Name: _____

Title: _____

Exhibit "A"

DEVELOPMENT AGREEMENT

(see following pages)

DEVELOPMENT AGREEMENT

The following development agreement (“Agreement”) is between Rooftop at Riverside LLC, hereinafter referred to as the “Owner” or “Owners,” and The City of Bonita Springs, a municipal corporation, of the State of Florida, hereinafter referred to as “City”.

ARTICLE I. RECITATIONS

- A.** The Owner wants to pursue development of the Property (as defined below), the Lemon Tree Parcel (as defined below) and, as applicable, the Banyan Tree Parcel (as defined below) consistent with the zoning and Special Exception Resolution No. _____ adopted by the City on or about the date hereof (“Special Exception”); and
- B.** The City is permitted to enter into an agreement under its home rule powers where development is to be undertaken by a person who is not a local government, as set forth in Section 2-69(a), City of Bonita Springs Land Development Code; and
- C.** The Owner and City desire to enter into a development agreement under the City’s home rule power; and

NOW THEREFORE, for and in consideration of the terms set forth below, the parties to this development agreement agree to the following:

ARTICLE II. DESCRIPTION OF THE PROPERTY

A. PROPERTY SUBJECT TO THIS AGREEMENT.

The “Property” shall mean and refer to Lots 7 – 12, Block 9, Bonita Springs, according to the plat thereof, recorded in Plat Book 3, Page 26, with a property address of 27333 Old 41 Road and Strap Nos. 35-47-25-B2-00309.007A and 35-47-25-B2-00309.007B.

The “Lemon Tree Parcel” shall mean and refer to Lots 1, 2, 3 and 4, Block 3, Heitman’s Bonita Springs Townsite, according to the plat thereof as recorded in plat book 6, page 24, of the public records of Lee County, Florida, with a property address of 27400 Old 41 Road and Strap No. 35-47-25-B1-00203.0010.

The “Banyan Tree Parcel” shall mean and refer to the south east corner of 10520 Reynolds Street, Strap No. 35-47-25-B2-00320.0000. The Interlocal Agreement between Lee County and the City of Bonita Springs for the Design, Construction, Furnishings and Occupancy of a Public Library in Bonita Springs, dated March 15, 2016, pertaining to such property expired on November 20, 2020 and is no longer in force and effect.

The Property, the Lemon Tree Parcel and the Banyan Tree Parcel are collectively referred to herein as the "Properties". See locational map attached hereto and incorporated herein by reference as **Exhibit "A"**.

B. OWNERSHIP.

Rooftop at Riverside LLC is the owner of the Property. The City of Bonita Springs is the owner of the Lemon Tree Parcel and the Banyan Tree Parcel. All references herein to the Owner or Owners are understood to mean Rooftop at Riverside LLC, or their successors or assigns.

C. FUTURE LAND USE DESIGNATION.

The Future Land Use Map (FLUM) designates the Properties as Old 41 Town Center Mixed Use Redevelopment Future Land Use Category. The Project (defined below) is consistent with the City's Comprehensive Plan.

D. ZONING DISTRICT DESIGNATION.

The zoning designation of the Properties are Core T-5 Zone and T-5 (Banyan Tree). The Properties are within the Old 41-Downtown Core Overlay.

This Agreement shall entitle the Owner, and the Owner is hereby vested with the right, to develop on the Properties all uses, parking requirements, intensities, and development standards authorized by the Special Exception (the "Project"), the Zoning District, and the Overlay governing development of the Properties on the Effective Date (defined below) of this Agreement.

E. PARAMETERS OF DEVELOPMENT

The Owner has prepared a preliminary plan of development of the Project which demonstrates Owner's conceptual design of the overall project development, attached hereto and incorporated herein by reference as **Exhibit "B"** ("Preliminary Concept Plan"). The Owner agrees that final development of the Project will substantially conform with the Preliminary Concept Plan with respect to access, parking, and open space areas, and intensity of development, except as modified by an approved Special Exception or other site development approvals or permits issued by the City of Bonita Springs.

F. DEVELOPMENT OBLIGATIONS

In consideration of this Agreement, the Owner agrees to the following terms for development:

1. Owner will cause substantial completion of the applicable milestones on or prior to the dates identified in the milestones schedule attached hereto and incorporated herein by reference as **Exhibit "C"** unless a modified schedule is agreed to as provided herein.
2. Owner agrees to, at its cost, design, permit and construct the Lemon Tree Parcel and the Banyan Tree Parcel as non-exclusive parking areas. During its period of use, the Owner shall maintain the Lemon Tree Parcel parking lot free of dirt, trash and debris. The Owner shall maintain liability insurance covering Owner's use of the Lemon Tree Parcel continuously during the term of this Agreement.

G. PUBLIC FACILITIES

The following public facilities serve the Properties. The adequacy of such facilities for development of the Project shall be determined by Owner.

1. Potable water: Bonita Springs Utilities (BSU)
2. Sanitary sewer: BSU
3. Solid Waste:
4. Drainage: City and South Florida Water Management District
5. Fire: Bonita Springs Fire Control and Rescue and Lee County Public Safety

ARTICLE III. OTHER PROVISIONS

A. EFFECT OF AGREEMENT

The failure of the Development Agreement to address a particular permit, condition, term or restriction, does not relieve the Owner of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions.

B. DURATION OF AGREEMENT

This Agreement will be effective upon the later of (i) the date Owner takes title to the Property, (ii) execution by all parties, and (iii) receipt of non-appealable approval of the Special Exception ("Effective Date"), and shall expire on the date of construction completion of the Project and receipt of a certificate of occupation as identified in Exhibit "C", unless terminated or extended by mutual consent of the parties. It may only be terminated, amended, or extended as provided herein.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, the covenants granted by the Special Exception and hereby, with respect to the non-exclusive right to use the eighteen (18) total parking spaces within and

adjacent to the Property for the use and benefit of the Property for the duration of the period the Special Exception is in effect. The Owner shall also have a non-exclusive license for the twenty five (25) parking spaces on the Lemon Tree Parcel for the use and benefit of the Property which shall remain irrevocable so long as the Special Exception is in effect; provided, however, the City shall have the right, following the ten (10) year anniversary of issuance of the Certificate of Completion for the Project, to relocate the twenty five (25) parking spaces within the City of Bonita Springs downtown area so long as the replacement twenty five (25) spaces remain available to Owner and the Owner has commercially reasonable access rights to get to and from the replacement parking spaces, and the replacement parking spaces are approved by Owner in writing, in Owner's commercially reasonable discretion not to be unreasonably withheld. This paragraph shall survive termination of the Agreement.

Upon termination of the Agreement, at the request of Owner the Owner and the City shall execute a Termination of Agreement in recordable form.

C. NOTICE

All Notices required by this Agreement shall be provided in writing. All notices shall be provided to the parties at the address set forth below:

To the City:

City Manager
City of Bonita Springs
9101 Bonita Beach Rd. SE
Bonita Springs, FL 34135

To the Owner:

Rooftop at Riverside, LLC
c/o Jim Magnus and Chris Magnus
8841 West Terry Street
Bonita Springs, Florida 34135

With copies to:

Craig Grider, Esq.
Coleman, Yovanovich & Koester, PA
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Derek Rooney
Gray Robinson
1404 Dean Street

Fort Myers, FL 33901

Should the entity entitled to receive notice change, written notice must be sent to the other Party providing the name and address of the new entity that is to receive notice.

D. AMENDMENT OF AGREEMENT

This Agreement may be amended or canceled by mutual consent of the parties or by their successors in interest. If State or Federal laws are enacted after the execution of this Agreement that are applicable to, and preclude the parties' compliance with the terms of this Development Agreement, the Agreement will be modified or revoked as necessary to comply with the relevant State or Federal laws after a public hearing.

E. TIME EXTENSIONS

Except as otherwise provided herein, extensions of the time of performance of any time-certain commitment in this Agreement may be granted. The Development Agreement may be extended by mutual consent of the City and the Owner.

F. REVOCATION OR TERMINATION OF AGREEMENT

This Agreement will terminate upon the first to occur of the following events; provided, the termination of this Agreement shall not affect the uses, intensities or development standards of the Properties if any portion of the same has been improved or if any portion of the Project has been constructed:

- a) Revocation of the Agreement by the City Council based on a violation by Owner of the Agreement with written notice, a reasonable time to abate the violation, and due process; or
- b) The expiration of the Agreement as provided in Article III, Section B; or
- c) Mutual consent of the Parties. The City agrees that it will not withhold consent to terminate this Agreement if requested by Owner at any time following build-out of the Project.

G. ASSIGNMENT

Owner may assign the benefit and obligations of this Development Agreement to a third party without City's consent in connection with a sale or transfer of interest in the Property or Project; provided, however, Owner shall provide the City notice of such assignment with thirty (30) days', and as applicable the penalty on sale identified in Section H shall apply. All other assignments shall require the prior

consent of the City. Assignments must be in writing, with two witnesses and notarized. Written evidence of assignment must be provided to the City. The City will provide written acknowledgment of the assignment to the parties identified in Article III. Section C as well as to the assignee identified in the notice.

H. PENALTY

If Owner sells or transfers an interest in the Property to a non-affiliated entity within five (5) years of the date of the Effective Date, Buyer shall pay Seller a flat fee penalty equal to \$75,000.00. Sales or transfers of interest in the Property or the Project, including a change in ownership of Rooftop at Riverside, LLC, to an entity wherein the Owner retains more than 50 percent of the interest in the Property or Project, respectively, shall not trigger the aforementioned penalty.

I. SEVERABILITY

If any part, term, or provision of this Agreement is found by a court of competent jurisdiction to be illegal, the validity of the remaining portions and provisions will not be affected and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

J. BINDING EFFECT

All terms, conditions, responsibilities, duties, promises and obligations of the parties are binding upon the parties, their successors and assigns.

K. RECORDATION IN PUBLIC RECORDS AND EFFECTIVE DATE

The City will record this Development Agreement with the Clerk of the Circuit Court promptly after the Effective Date, but in no event later than fourteen (14) days therefrom.

L. VENUE

This Agreement shall be governed by and construed under the laws of the State of Florida. In the event of any dispute under this Agreement, either party may file an action for injunctive relief in the Circuit Court of Lee County to enforce the terms of this Agreement, and in no other venue or forum, and remedy being cumulative with any and all other remedies available to the parties for the enforcement of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement below on _____, 2021.

ATTEST:

**CITY OF BONITA SPRINGS, FLORIDA
CITY COUNCIL**

By: _____
[Clerk], City Clerk

By: _____

Mayor

Approved as to form:

Derek Rooney, Esq.
City Attorney

Approved by the
City of Bonita Springs City Council
on _____
Greensheet #

ROOFTOP AT RIVERSIDE, a Florida limited liability company, by its _____,

Witness

By: _____
[Name]
Its: [Position]

Witness Printed Name

Witness

Witness Printed Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing development agreement was acknowledged before me by means of ___ physical presence or ___ online notarization on this _____ day of _____ 20____, by [name], [position] of Rooftop at Riverside, LLC, a Florida limited liability company, who is _____ personally known to me or has produced _____ as identification.

Notary

(SEAL)

Exhibits:

- A. Locational Map
- B. Preliminary Concept Plan
- C. Milestones Schedule

EXHIBIT "A"
(see following page)

27333 OLD 41 RD - PAGE #33
STRAP #35-47-25-B2-00309.007A
STRAP #35-47-25-B2-00309.007B



10520 REYNOLDS ST. - PAGE #37
STRAP #35-47-25-B2-00320.0000

27400 OLD 41 RD. - PAGE #38
STRAP #35-47-25-B1-00203.0010

EXHIBIT "B"
(see following pages)

PHYSICAL DETAILS - SCHEMATIC DESIGN PROPOSED SITE PLAN - 27333 OLD 41 RD

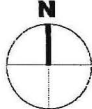
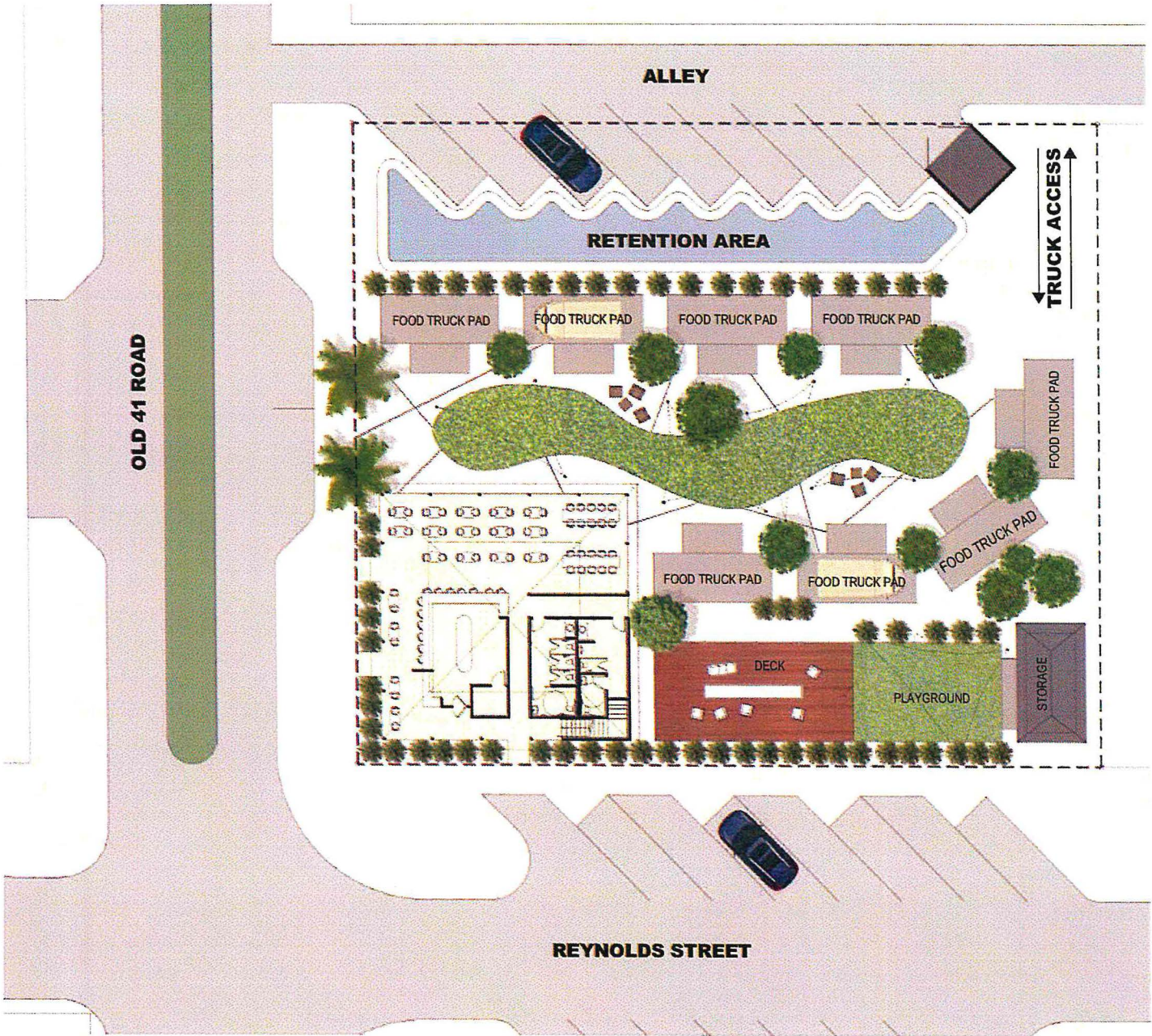


EXHIBIT "C"

Development of the Properties may proceed in phases, and the development of the phases may proceed in any sequence; but the entire development must be commenced or completed within the specific period of time set forth below, subject to reasonable delays due to force majeure events.

Event	Projection
Permits Submittal	It is anticipated that the permits, consents and approvals required for completion of the Project will have been obtained on or prior to the Effective Date of this Agreement. Owner will submit for any outstanding permits, consents or approvals within four (4) months of the Effective Date.
Construction Commencement	Owner shall commence construction of the Project within six (6) months of the date all permits, consents and approvals necessary for development of the Project have been obtained.
Construction Completion	Owner shall complete the Project within eighteen (18) months of commencement, as evidenced by issuance of a Certificate of Completion (or equivalent) from the City of Bonita Springs.

Exhibit "B"

SPECIAL EXCEPTION – REQUIRED CONDITIONS

1. The hours of operation for the Project may extend to 11:30 P.M.
2. Buyer shall have the right to install and use eight (8) new parking spaces along the north side of the Property accessible from the existing alley to satisfy parking requirements associated with the Project.
3. Buyer shall have the right to use ten (10) total existing on-street parking spaces adjacent to the Property to satisfy parking requirements associated with the Project.
4. Buyer shall have the right to install and use up to twenty five (25) parking spaces on the Lemon Tree Parcel on a non-exclusive basis to satisfy parking requirements associated with the Project.
5. Buyer may improve and use the Banyan Tree Parcel on a non-exclusive basis for parking.

Exhibit "C"

(see following page)

PARKING

PARKING PHYSICAL LOCATIONS

the "Property" = 18 spaces (Property and on-street)

27333 OLD 41 RD - PAGE #33
STRAP #35-47-25-B2-00309.007A
STRAP #35-47-25-B2-00309.007B

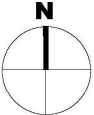
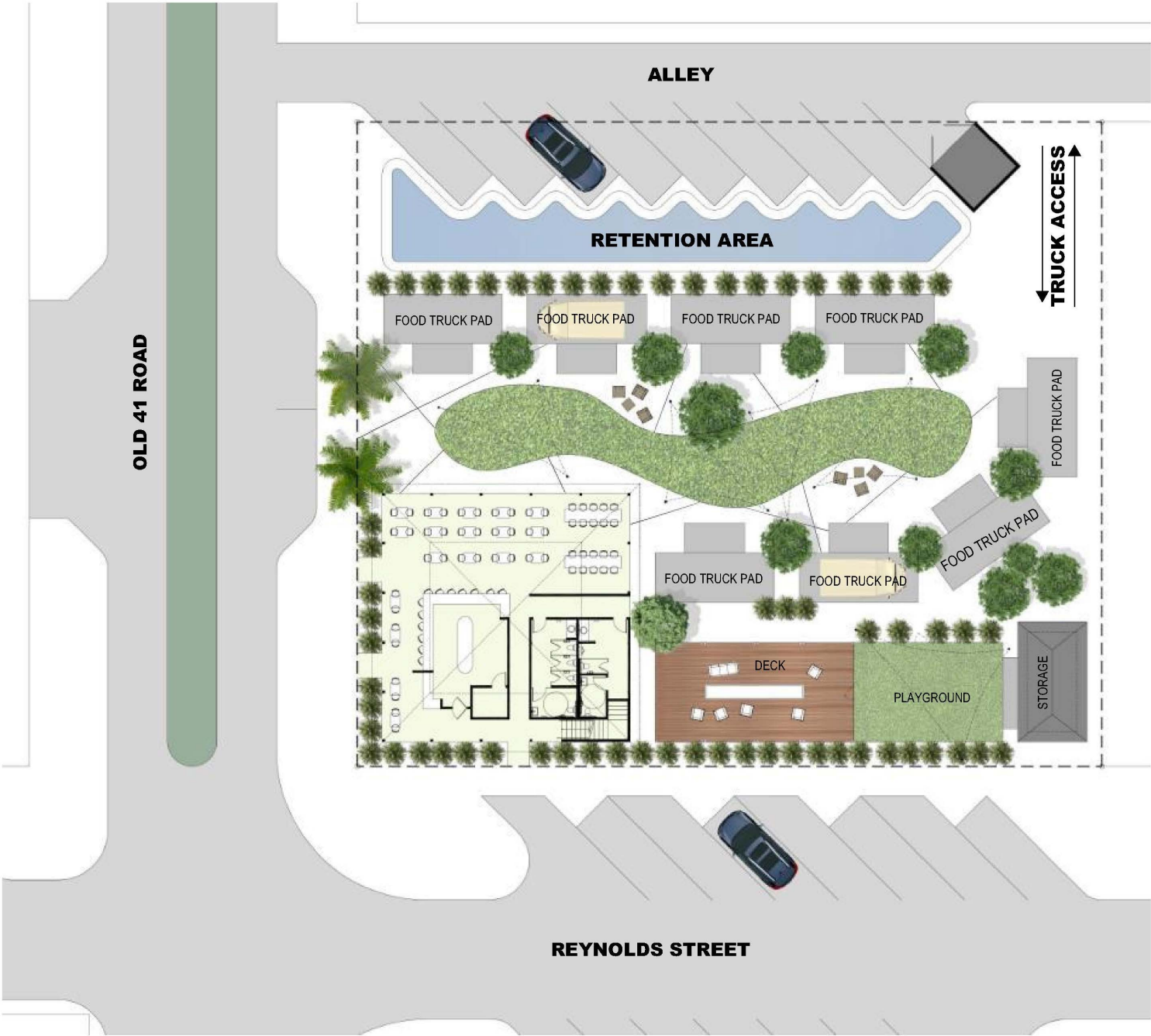


"Lemon Tree Parcel" = 24 spaces

27400 OLD 41 RD. - PAGE #38
STRAP #35-47-25-B1-00203.0010

"Banyan Tree Parcel" = 25 spaces

10520 REYNOLDS ST. - PAGE #37
STRAP #35-47-25-B2-00320.0000



BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	21-01-019
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Discussion regarding the monthly rental fees of the Riverside Park Artist Cottage tenants.		
MEETING DATE: 1/20/2021		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	Nicole Perino Parks & Rec Director
<input type="checkbox"/> CONSENT	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> ADMIN. CODE	
<input type="checkbox"/> MAYOR AND COUNCIL MEMBER ITEMS	<input checked="" type="checkbox"/> OTHER	
<input type="checkbox"/> MAYOR AND COUNCIL MEMBER'S REPORTS		
<input type="checkbox"/> CITY ATTORNEY ITEMS		
<input checked="" type="checkbox"/> CITY MANAGER ITEMS		
BACKGROUND:		
<p>On April 5, 2020, City Council received concerns from tenants of the artist cottages regarding rent during the closure of the park due to the COVID-19 pandemic. Deputy Mayor Gibson and Council Member Purdon separately reached out to staff, both requesting an agenda item to discuss that request.</p> <p>On April 15, 2020, City Council decided to waive the monthly rental fees for the artist cottages until such time that Riverside Park reopens to the public for events. Currently, Riverside Park is open and has upcoming scheduled public events. Staff wishes to receive direction from City Council regarding the monthly rental fees for the artist cottages.</p>		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHICH STRATEGIC OBJECTIVE? #8 Economic Development		
STAFF RECOMMENDATIONS: Council's pleasure		
REVIEWED BY:		
City Manager:	<u> Arleen Hunter </u>	
City Attorney:	<u> Derek Rooney </u>	
City Clerk:	<u> Debra Filipek </u>	
Department Director:	<u> Nicole Perino </u>	
COUNCIL ACTION:		
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> DEFERRED <input type="checkbox"/> OTHER		

Nicole Perino

From: John Paeno <calusaghosttours@gmail.com>
Sent: Sunday, April 5, 2020 11:06 AM
To: Peter Simmons; Mike Gibson; Fred Forbes; Laura Carr; Amy Quaremba; Jesse Purdon; Chris Corrie
Cc: Arleen Hunter; Melissa Stout; Nicole Perino; Matt Kearney; creativeexpressionsstudio@gmail.com
Subject: cabin rental

Honorable Mayor and City Councilpersons,

I know you are very busy dealing with virus State of Emergency. I just ask that if you get the time, could you consider waiving the artist cottages rent while the park is closed? As all of us tighten our belts and prepare for the summer this would certainly help. I'm sure you're aware the two top tourist months will be lost for this year.

Respectfully, John Paeno

CGT Kayaks

City Council
City of Bonita Springs
Wednesday, DECEMBER 16, 2020

5:30 P.M.

Bonita Springs recreation center
26740 pine avenue
Bonita Springs, Florida 34135
MINUTES

1. Call to order

Mayor Rick Steinmeyer called the meeting to order at 5:30 P.M.

2. Invocation

Pastor John Anderson with Bay Presbyterian Church furnished the invocation.

3. Pledge of Allegiance

Council Member Chris Corrie led in the Pledge of Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance, with Council Member Mike Gibson arriving at 5:33 P.M.

5. Approval of Agenda

Mayor Steinmeyer addressed the Agenda and items to where there was public comment and no public comment. He further addressed available items, i.e., speaker cards and district maps.

6. Mayor's Welcome

Mayor Steinmeyer welcomed all those in attendance and introduced all Council Members.

7. Public Comment on Agenda Items

Barbara Ogle suggested a workshop for the Bamboo parcel with owners in the area and surrounding area to attend, to create a vision. She further addressed.

Dwight Esmon concurred with comments by Ms. Ogle for a workshop for the Bamboo site. He also addressed the property's value and vision.

8. Zoning and Land Use items:

First Reading of the following Zoning Ordinance:

- A. A Zoning Ordinance of the City of Bonita Springs; granting a variance from LDC 4-1893, which requires a street setback of 25 feet, to allow a street setback of 20 feet, and from LDC 4-1894(b), which requires a water body setback of 25 feet, to allow a water body setback of 15 feet from the east, for a single family residence and accessory structures, and 6.5 feet from the north for a single-family residence, and from LDC 4-489 which requires a side yard setback of 7.5 feet to allow a side

yard setback of 6.5 feet for a single family residence and accessory structures, located at 27783 Hickory Boulevard, Bonita Springs, Florida; providing for an effective date. (Greensheet No. 20-12-372)

City Attorney Derek Rooney read the title block of the Zoning Ordinance into the record.

Council Member Jesse Purdon motioned to move to second reading; Council Member Laura Carr seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Purdon SECONDED BY: Council Member Carr AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)

Council Member Carr motioned approval of the Consent Agenda; Council Member Purdon seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Carr SECONDED BY: Council Member Purdon AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

Council Member Carr referred to Consent Agenda Item J., and expressed her appreciation to Assistant City Manager Matt Feeney looking out for the City's dollars!

ADDENDUM: Informational item: Review of annual investment in the South Lee EDC. (Greensheet No. 20-12-382)

- A. Approve Budget Resolution to transfer budget among expenditure accounts within the Stormwater Fund. (Greensheet No. 20-12-357) **ADOPTED RESOLUTION NO. 20-120**
- B. Review of Preliminary September 2020 Monthly Capital Improvements Projects. (Greensheet No. 20-12-363)
- C. Review of Preliminary September 2020 Monthly Financial Report. (Greensheet No. 20-12-358)
- D. Adopt a Resolution appointing/reappointing members to the City of Bonita Springs Historic Preservation Board, the Art in Public Places Board, the Bicycle Pedestrian Safety Advisory Committee, the Technology Advisory Board, the Street Light Advisory Committee; and the Special Events Committee. (Greensheet No. 20-12-360) **ADOPTED RESOLUTION No. 20-121**
- E. Approve one year renewal of the contract for banking services with BankUnited. (Greensheet No. 20-12-374)
- F. Approve the addendum extending the time period of the agreement with Benson's Grocery for the placement of a mural at the property owned by Shree Umiya Investment, LLC at 27301 Old 41 Road until March 30, 2023. (Greensheet No. 20-12-366)
- G. Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Bonita Springs Little League. (Greensheet No. 20-12-364)

- H. Approve Resolution to Carryover FY 2020 unspent capital budget amounts into FY 2021. (Greensheet No. 20-12-359) **ADOPTED RESOLUTION NO. 20-122**
- I. Approve contract with Automated Merchant Services to provide electronic payment processing services for Community Development. (Greensheet No. 20-12-379)
- J. Approve Resolution to award Pine Lake Preserve Re-Hydration Project RFB 20-21 to the lowest responsive, responsible bidder, TSI Disaster Recovery, LLC in the total bid amount of \$598,831.25 pending approval of all documentation. (Greensheet No. 20-12-375) **ADOPTED RESOLUTION NO. 20-123**
- K. Approve fixed property damage release from Progressive Insurance for city property damage occurred due to an automobile accident. (Greensheet No. 20-12-367)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Mayor and Council Member Items:

- A. Discussion of next steps for the City-owned parcel known as the “Bamboo” parcel. (Deputy Mayor Gibson; Council Member Purdon) Greensheet No. 20-12-377)

5:43 P.M.

Council Member Gibson informed Council that there are people interested in the property. There is a need to get it back on the market and get a great project developed. Council discussion was held on workshop, timing, etc.

Workshop scheduled for February 3, 2021, inclusive of minor business items.

A short recess was taken.

11. Public Hearing:

- A. First Reading of the following Ordinance: An Ordinance of the City of Bonita Springs; Amending Bonita Springs Code Chapter 10, Article II, Building Codes and Standards, Section 10-20 to update wind speed lines and a wind borne debris region that coincides with figure 1606 of the Florida Building Code; providing for severability, conflicts, codification, scrivener’s errors and providing for an effective date. (Greensheet No. 20-12-370)

City Attorney Rooney read the title block

Council Member Mike Gibson motioned to move forward to second reading; Council Member Carr seconded

No public comments were made.

Pete Haigis, the City’s Building Official, furnished an overview of the changes.

The motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Gibson
SECONDED BY: Council Member Carr
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

12. City Attorney's Items: No items.

13. City Manager's Items:

City Manager Arleen Hunter addressed Items A. and B. together, informing Council of the Legislative Delegation meeting that was held earlier in the day in which Ms. Green spoke on behalf of the Mayor and City Council on the City's legislative items. At the previous Council meeting, a discussion was held on making our financial ask regarding the Quinn, Down and Imperial Street areas and looking at a home buyout/home elevation program. Staff would like to get Council's recommendation and final decision on the actual funding amount. Staff is looking at somewhat of a pilot program to see how it goes. Also, at the same time we will be completing some of the studies being worked on as far as the infrastructure needs. Staff's recommendation would be around the \$300,000 mark for an ask.

She next addressed Item B., relating to the Big Cypress Basin as a legislative priority of Lee County. It is also a legislative priority of the Village of Estero. Staff would like direction from Council on whether they would like to amend the City's language to also include it. Staff's recommendation would be to look at the language provided to Council from Lee County.

Carole Green, Capitol Strategies, provided an overview of the legislative delegation meeting held earlier that day. With respect to Item A., she spoke with Representative Botana on what we might be looking at, and did indicate to him that we would be discussing it this evening. Representative Botana looks forward to addressing it with Council, as he is aware of the issue. Representative Roach believes strongly that we should not be going forward with a lot of budget requests this year. What they are here for tonight is to know what the Mayor and Council would like to do going forward. She believes very strongly that in looking at the \$300,000 for something as important as being able to get some citizens out of harms way is something we can support going forward.

In response to Mayor Steinmeyer, Ms. Green explained that, yes, it would entail a match, with a total number of \$600,000. City Manager Hunter explained that the program the City has received funding for with the federal government requires we purchase it at a value of pre-Irma, adding that the legislative dollars may not be that restrictive. There are several restrictions on federal funds we received, which she further addressed.

Council Member Quaremba stated she would be in favor of going forward with the demonstration project identified by the City Manager, with the amount of funds she has suggested. It will also give us a chance to ask for more in subsequent years if they find it is needed to fix the problems as best they can. She feels it is a great solution that staff has put forth. Council Member Carr agreed, as did Council Members Corrie and Gibson and Mayor Steinmeyer.

Council Member Forbes stated he spoke with elected officials from two other cities, and their ask was primarily for septic tank conversion. They also said they spoke to three other legislators, and they said there are only two kind of projects that would receive money – those that have to do with water and septic tank conversions. On the septic tank he would suggest using some of the money that's in the State City-wide stormwater management, and also go to BSU and ask them for some funds to augment.

Council Member Quaremba motioned for direction to our Lobbyist to follow the recommendations coming from Staff with the demonstration project; Council Member Purdon seconded; and the motion carried unanimously.

RESULT: UNANIMOUS

MOTION BY: Council Member Quaremba

SECONDED BY: Council Member Purdon

AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

City Manager Hunter that Item B. does have the conversion of septic to sewer system, which staff will continue to monitor, and as programs become available, Staff will come back to Council if there needs to be an adjustment or a match brought forward to Council.

City Manager Hunter next addressed Item B., and requested a vote to see if Council is interested in amending the Legislative Priorities to address the Big Cypress Basin, and if so, what language Council wishes to pursue. Staff recommendation is to use language similar to Lee County's.

Council Member Forbes motioned to amend as stated by the City Manager (to amend the legislative priorities to address the Big Cypress Basin, and to use language similar to Lee County's; Council Member Quaremba seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Forbes SECONDED BY: Council Member Quaremba AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

- A. Review attached list of Legislative Priorities and proposed short list of Legislative Funding projects, and direction to Staff on Funding for Funding Project 1. (Greensheet No. 20-12-365)

Addressed above.

- B. Discussion on the South Florida Water Management District Report regarding the Big Cypress Basin boundary study and direction to Staff. (Greensheet No. 20-12-368)

Addressed above.

- C. Authorize Change Order for Wright Construction to mitigate air quality issues discovered during the City Hall Renovations project and approve the necessary budget transfer (Greensheet No. 20-11-371)

6:31 P.M.

City Manager Hunter provided a brief overview, addressing the mold issue which needs to be remediated and the windows replaced to ensure proper drainage and to meet the proper efficiency codes. Representatives from Wright Construction were in attendance to respond to questions.

Council Member Purdon informed Council that he went to City Hall and took picture of the mold and the windows. He doesn't believe there is an option. Mayor Steinmeyer agreed it needs to be done right.

Council Member Carr motioned to approve; Council Member Quaremba seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Carr SECONDED BY: Council Member Quaremba AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

- D. Discussion and direction to staff regarding installation of air purification equipment in some or all City facilities. (Greensheet No. 20-12-378)

6:33 P.M.

City Manager Hunter introduced this item, in which she is requesting direction regarding the possibility installation of air purification equipment at some City facilities. She further addressed, noting that she did request a breakdown between each of the facilities. Council discussion followed.

Council Member Corrie motioned to approve; Council Member Quaremba seconded.

Council Member Corrie asked if this would be contingent upon getting the CARE Act funds. City Manager Hunter responded that Staff is hopeful they can get the funding. If Council wants to pursue it, at this point Staff would not be able to turn it in for this round of funding, but if they pursue now, there's not guarantee that second round of funding, but if it does they would apply for it. Council Member Carr stated that since they are doing the AC at City Hall, to first do and then see where our funding is for the recreation center, and so forth – in stages. City Manager Hunter stated that is an option. Staff would like to ask Council how they would like to move forward. Mayor Steinmeyer stated he would like to just go with City Hall. Council Member Quaremba stated she feels they should definitely go ahead with City Hall, but since we already have putting in a new HVAC that makes sense, and also the fact that it's centralized. She does have questions about some of the other proposals where you have to do individual units and at the recreation center. She would like more information before they go forward with those other things.

Mayor Steinmeyer stated there is a motion on the table to just do City Hall.

Council Member Gibson asked if there's a faster way of getting the smaller units at the Liles. Todd Griffith responded to Council Member Gibson's questions addressing the City facilities.

Mayor Steinmeyer stated that they are going to vote on City Hall.

The motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Corrie SECONDED BY: Council Member Quaremba AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

- E. Public Hearing to consider adoption of a resolution to reduce current Building Permit and Plan Review fees for Residential and Commercial Building permit applications by seventy-five percent (75%) for one year starting January 1, 2021, and a permanent reduction of the Trade permit application fee to \$75 per permit. (Greensheet No. 20-12-373)

John Dulmer, Community Development, introduced this item, in which they are proposing a reduction in the fees to draw down account to come into compliance. To be in compliance with state statutes. Pete Haigis, Building Official, was also in attendance to address.

Council Member Purdon motioned to approve; Council Member Gibson seconded.

No public comments were made.

The motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Purdon SECONDED BY: Council Member Gibson AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

- F. Review a request by Dr. Michael Savarese's to provide a letter of support for a grant proposal to the NOAA's Effects of Sea-level Rise program (NOAA ESLR). (Greensheet No. 20-12-380)

6:54 P.M.

City Manager Hunter introduced this item, and Council discussion was held. Direction to not move forward with letter.

- G. Approve addendum to Interlocal Agreement with Lee County to receive funding under the CARES Act in an amount not to exceed \$1,600,000. (Greensheet No. 20-12-381)

6:57

City Manager Hunter provided an overview.

Council Member Carr motioned to approve; Council Member Corrie seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Carr
SECONDED BY: Council Member Corrie
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

- H. Discussion of proposed City Council strategic planning workshop, and direction to Staff. (Greensheet No. 20-12-376)

7:02 p.m.

City Manager Hunter provided an overview. She would like to discuss breaking this into several workshops and take each strategic priority, but most likely starting with the actual City vision, which come directly out of the Comprehensive Plan as a starting place. Staff would also like to readdress the Mission Statement. Taking each item one by one, as the general wishes of Council is water quality and water management control as priority #1, and the CIP that relates to this, and also provide an update on those projects and determine future projects. Staff would like direction if Council would like to move forward with that. Staff also thought they could focus a little bit more on strategic priority regarding communication among Council, Staff, and with our legislature and with Lee County representatives. Council Member Corrie stated he supports this and would hope to start the process after the first of the year. Council Member Quaremba stated she is also in favor of this.

City Manager Hunter stated it was discussed making the first meeting in February a workshop, and start with the Vision Statement and Mission, and with a quick overview of Strategic Priorities and then schedule the next one based on direction received there. Scheduled for February 3rd.

- I. Informational Item: City Council Appointments to various Boards and Committees. (Greensheet No. 20-12-362).

No action.

City Manager Hunter next provided an update on COVID-19 and communication with Fire Chief Greg DeWitt who informed her that they have received notification that they will be given the opportunity soon as first responders to receive the vaccine. She also informed Council of the Sheriff's Office "Shop with a Cop" program.

- 14. Mayor and Council Member Reports:

7:09 P.M.

Council Member Quaremba reported on the PSA she did for the Front Line Hero's Tribute in Downtown Bonita, and thanked Communications Director Lora Taylor for her innovation there. She hopes people take time to put photos and ornaments there. She also shared an experience with project by Thad on the "Review of 2020 and looking forward to 2021," and for that discussion she reviewed all minutes and agendas for 2020 and she made a list of all that the City accomplished she found it remarkable. She is proud of Staff and Council! It was very uplifting. She appreciates all hard work by staff and city has done.

Council Member Purdon also commended Staff on the great Fourth of July event the City held! He also gave a shout out to the City's water steward and Dr. Parson's on their great work regarding the fish kill on Bonita Beach.

Council Member Carr reported that she attended the Southwest Florida Chamber of Commerce Holiday Park, and it was great! She also wished everyone a lovely holiday season!

Council Member Forbes reported on the MPO, informed all of a mandate the Governor put out for a study of a super highway toll road in the middle of the State. He also addressed the fish kill/red tide issue, informing all that FGCU will send a phone number for people to call on these issues as an informational item.

Council Member Corrie reported news regarding the exodus of tech firms from California and Texas moving to Florida. He feels this will create an issue in Southwest Florida relating to traffic and growth. It's something he feels Council will need to take into account in future planning.

Mayor Steinmeyer reported on events he attended and thanked Parks and Recreation Director and her staff for all their hard work with the park.

15. Approval of Minutes: 11/04/20, 11/18/20 and 12/02/20

Council Member Carr motioned approval of the Minutes; Council Member Quaremba seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Carr SECONDED BY: Council Member Quaremba AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

16. Public Comment: No public comments were made.

17. Adjournment.

There being no further items to discuss, the meeting adjourned at 7:42 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, JANUARY 6, 2021

5:30 P.M.

BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135
MINUTES

1. Call to order

Mayor Rick Steinmeyer called the meeting to order at 5:33 P.M.

2. Invocation

Pastor Russ Winn, with the Springs Church, furnished the invocation.

3. Pledge of Allegiance

Council Member Fred Forbes led in the Pledge of Allegiance.

4. Roll Call

Mayor Rick Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items: No comments made.

8. Zoning and Land Use items:

Second Reading and public hearing of the following Zoning Ordinance:

- A. A Zoning Ordinance of the City of Bonita Springs; granting a variance from LDC 4-1893, which requires a street setback of 25 feet, to allow a street setback of 20 feet, and from LDC 4-1894(b), which requires a water body setback of 25 feet, to allow a water body setback of 15 feet from the east, for a single family residence and accessory structures, and 6.5 feet from the north for a single-family residence, and from LDC 4-489 which requires a side yard setback of 7.5 feet to allow a side yard setback of 6.5 feet for a single family residence and accessory structures, located at 27783 Hickory Boulevard, Bonita Springs, Florida; providing for an effective date. (Greensheet No. 21-01-009)

City Attorney Derek Rooney read the title block of the Zoning Ordinance into the record and placed all witnesses under oath.

Mike Fiigon, Community Development, provided a brief overview of the request. Camden Ashmore, representing the Applicant, next provided a PowerPoint presentation (copy in Clerk's file) to address the request. Council discussion followed.

Mayor Steinmeyer requested a 7 ½ setback on north side, to which the Applicant agreed.

No public comments were made.

City Attorney Rooney suggested voting on the amendment to for the 7 ½ feet on the north side first.

Mayor Steinmeyer motioned for the 7 ½ feet setback on the north side; Council Member Forbes seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Mayor Steinmeyer
SECONDED BY: Council Member Forbes
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

Council Member Laura Carr motioned approval of the Zoning Ordinance; Council Member Jesse Purdon seconded; and the motion carried unanimously. **ADOPTED ZONING ORDINANCE NO. 21-01**

RESULT: UNANIMOUS
MOTION BY: Council Member Carr
SECONDED BY: Council Member Purdon
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)

Mayor Steinmeyer pulled Item 9. A. Council Member Quaremba motioned approval of the remainder of the Consent Agenda; Council Member Purdon seconded; and the motion carried unanimously.

RESULT: UNANIMOUS
MOTION BY: Council Member Quaremba
SECONDED BY: Council Member Purdon
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

- A. Approve Resolution to approve bid from Jan Lighting Solutions, LLC in the amount of \$452,197 for Florida Department of Transportation (FDOT) LED Luminaire Retro-Fit Kits for City maintained decorative streetlights. (Greensheet No. 21-01-001)

Mayor Steinmeyer informed Council of a discussion he had with Staff regarding the lighting, and is now in favor of approval.

Mayor Steinmeyer motioned to approve Item 9. A.; Council Member Purdon seconded; and the motion carried unanimously. **ADOPTED RESOLUTION NO. 21-02**

RESULT: UNANIMOUS
MOTION BY: Mayor Steinmeyer
SECONDED BY: Council Member Purdon
AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes

- B. Approve a Resolution of the City of Bonita Springs, Florida; appointing a Chair to the following Boards and Committees: Art in Public Places Board; Bicycle Pedestrian Safety Advisory Committee; Street Light Advisory Committee; Technology Advisory Board; Tree Advisory Board; Historic Preservation Board; Outreach Advisory Committee; the Special Events Committee; the Veterans Committee; the Local Planning Agency, and the Board for Land Use Hearings and Adjustments and Zoning Board of Appeals, and the Special Events Committee. (Greensheet No. 21-01-002)
ADOPTED RESOLUTION NO. 21-03

- C. Approve Budget Resolution to amend budget for the Interlocal Agreement with Lee County for CARES Act Funds. (Greensheet No. 21-01-003) **ADOPTED RESOLUTION NO. 21-04**
- D. Approve FY 2021 Budget Resolution to Carryover FY 2020 Grant Funding for the Capital Projects Expenditure Carryover from FY 2020. (Greensheet No. 21-01-004) **ADOPTED RESOLUTION NO. 21-05**
- E. Approve contract agreement with Florida Department of Environmental Protection for Imperial Estates/Quinn/Downs/Dean west of Imperial Parkway Improvement Project. (Greensheet No. 21-01-007)
- F. Authorize Staff to submit a FY 2021-2022 Florida Department of Environmental Protection Recreational Trails Program grant application for the Pine Avenue Multi-Use Trail Project. (Greensheet No 21-01-008)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Proclamations and Presentations:

- A. Presentation and discussion regarding the preservation of mangroves. (Greensheet No. 21-01-010)

Sean Gibbons and Laura Gibson, Environmental Staff, furnished a Powerpoint presentation on Mangroves, addressing the three species of mangroves (Red, Black and White); the mangrove Community; the importance of mangroves to the environment; mangrove locations and locations within the City; the municipal and agency regulations and codes regarding mangroves; regulations regarding removal and trimming; mangrove protection; mangrove trimming exemptions for homeowners; permitting; and considerations.

6:28 p.m.

Council Member Amy Quaremba noted that at the end of the presentation Mr. Gibbons expressed various recommendations where we could be more active in requesting the state to help Staff to do their job. She asked that they put those in writing and provide it. This Council is committed to maintaining our mangrove system and providing that environmental protection to our shoreline. Also, if there's any reason to feel that we're not doing that, she would ask that they come forward to Council and ask for help through more regulation.

11. Mayor and Council Member Items:

ADDENDUM: Discussion regarding upcoming public hearing on the PD&E Study for the Big Carlos Pass Bridge. (Corrie; Greensheet No. 21-01-011)

6:31 PM

Council Member Corrie introduced this item, regarding the public hearing that is scheduled to be held on the project on January 28th on the project. He explained that his concern regards the impact of increased traffic coming south across that bridge into Bonita, and the environmental impact on Estero Bay. A number of people in Fort Myers Beach are also opposed to the bridge. He referred to his submittal to Council regarding the Ben Sawyer Bridge that was built in 1945 (copy in Clerk's file). He wanted to refresh Council's memory and see if we should take similar actions as were taken in the past. Council discussion was held. Council Member Quaremba was appointed as the point person, and will work with staff. Staff to make contact with the Town of Fort Myers Beach, Lover's Kay, Commissioner Sandelli and County Staff, and Staff and Council Member Quaremba will provide an update to Council at their next meeting.

A recess was taken at 7:02 PM until 7:19 PM

12. Public Hearing:

- A. Second Reading and Public Hearing of the following Ordinance: An Ordinance of the City of Bonita Springs; Amending Bonita Springs Code Chapter 10, Article II, Building Codes and Standards, Section 10-20 to update wind speed lines and a wind-borne debris region that coincides with figure 1606 of the Florida Building Code; providing for severability, conflicts, codification, scrivener's errors and providing for an effective date. (Greensheet No. 21-01-006)

City Attorney Rooney read the title block of the Ordinance into the record.

Council Member Mike Gibson motioned to approve; Council Member Corrie seconded.

No public comments were made.

The motion carried unanimously. **ADOPTED ORDINANCE NO. 20-01**

<p>RESULT: UNANIMOUS MOTION BY: Council Member Gibson SECONDED BY: Council Member Corrie AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

13. City Attorney's Items

14. City Manager's Items

- A. **ADDENDUM with list of City Council appointment requests:** City Council appointments to various Boards and Committees. (Greensheet No. 21-01-005)

7:22 P.M.

Appointments made.

- B. **ADDENDUM 2:** Consider a request from Dr. Michael Parsons of FGCU for a letter of collaboration supporting FGCU's proposal for a planning grant from the National Science Foundation's Sustainable Regional Systems Research Networks Program. (Greensheet No. 21-01-013)

City Manager Hunter introduced this item, and a brief Council discussion was held.

Council Member Carr motioned to approve; Council Member Purdon seconded; and the motion failed 5-2 (Mayor Steinmeyer and Council Members Gibson, Quaremba, Carr, and Corrie opposed; Council Member Forbes was for approval)

<p>RESULT: UNANIMOUS MOTION BY: Mayor Steinmeyer SECONDED BY: Council Member Forbes AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>
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C. COVID-19 update.

Update provided by the City Manager.

Council Member Quaremba addressed confusion with regards to people who got to the point where they either said call me back, and then they never got a call back, or for people who dialed in and were disconnected. City Manager Hunter addressed Council Member Quaremba's concerns and discussion followed. Council Member Quaremba requested a clarification on call-backs and those who got disconnected.

15. Mayor and Council Member Reports

Council Member Forbes informed Council of a meeting scheduled for this Friday at the Liles Hotel on the Bio-Reactor presentation. Also, in attendance will be Senator Ray Rodrigues, Matt Caldwell, Representative Spencer Road, and Assistant City Manager Matt Feeney.

Council Member Corrie addressed the previous issue relating to Bonita Bay and informed all that the Report was available at the Bonita Bay Association.

Council Member Quaremba wished everyone a Happy New Year!

Council Member Purdon gave a shout out to the Lee County Sheriff's Office for their help with the vaccine sites, and the City's Parks and Recreation Department who helped with the parking situation.

16. Approval of Minutes: None

17. Public Comment

Mark Rutenber, a new resident in the area, asked if there was a committee for persons with disabilities. He would like to get on the Veteran's Committee. City Manager Hunter to provide Mr. Rutenber with the dates and times of the Veteran's Committee meetings. She also informed him of the Human Services Council in Lee County.

18. Adjournment

There being no further items to discuss, the meeting adjourned at 11:01 A.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

Rick Steinmeyer, Deputy Mayor