

NOTICE OF PUBLIC MEETING  
CITY COUNCIL  
CITY OF BONITA SPRINGS  
OFFICIAL AGENDA  
WEDNESDAY, FEBRUARY 17, 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](mailto:CITYMEETINGS@CITYOFBONITASPRINGS.ORG) Any written public comment must be received by 4:00 P.M. P.M. on February 16, 2021.

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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. 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. Adopt a Resolution of the City of Bonita Springs, Florida to authorize the submittal of the West Coast Inland Navigation District (WCIND) grant application for funds to promote safe navigation and water based activities; and providing an effective date. (Greensheet No. 21-02-031)
  - B. Review of December 2020 Monthly Financial Reports. (Greensheet No. 21-02-032)
  - C. Approve the Amendment of the lease agreement with Kristin Pimentel for the use of Artist Cottage #1 for another one-year term. (Greensheet No. 21-02-037)
  - D. Approve the amendment of the lease agreement with Diane Hein and Jenifer Sanders for the use of Artist Cottage #2 for another one-year term. (Greensheet No. 21-02-036)
  - E. Authorize staff to advertise RFP for Letters of Interest from Artists and other similar type vendors for use of Artist Cottage #3 at Riverside Park. (Greensheet No. 21-02-035)
- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Proclamations and Presentations:

- A. Presentation by Waldrop Engineering on the Bonita Springs Community Park Baseball Complex Phase 1 construction completion. (Greensheet No. 21-02-034)

**Short recess, if needed**

10. Mayor and Council Member Items:

- A. Update and discussion regarding the Goodbread Grocery Rehabilitation project. (Mayor Steinmeyer; Greensheet No. 21-02-039)

11. City Attorney's Items

- A. Select a single Council liaison to the South Lee Economic Development Council. (Greensheet No. 21-02-038)

12. City Manager's Items

13. Mayor and Council Member Reports

14. Approval of Minutes: 02/03/21

15. Public Comment

16. Adjournment

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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.

**AGENDA ITEM SUMMARY**

**REQUESTED MOTION:** Adopt a Resolution of the City of Bonita Springs, Florida to authorize the submittal of the West Coast Inland Navigation District (WCIND) grant application for funds to promote safe navigation and water based activities; and providing an effective date.

**MEETING DATE: 2/17/2020**

<b>AGENDA:</b>	<b>REQUIREMENT/PURPOSE: (Specify)</b>	<b>REQUESTOR OF INFORMATION:</b>
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	Carly Sanseverino Staff Attorney
<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:**

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

Eligible projects must relate directly to navigation in Lee County and must address one of the following categories: Navigation Improvements, Boating Safety, Environmental Education, Nautical Recreation, or Law Enforcement. The WCIND grant program has encouraged that the City provide a match amount equal to the amount requested. The City was awarded and is currently administrating a grant of \$40,000.00 in Fiscal Year 2019-2020 from WCIND. Additionally, the City budget provides a match in the amount of \$40,000.00 in Fiscal Year 2019-2020.

Staff requests approval of the application to WCIND with a total project cost of approximately \$80,000.00 for continued Marine Law Enforcement on Lee County waterways of the Imperial River and beach areas. The City will provide a match amount of \$40,000 with the caveat that the match funds will be available in the Fiscal Year 2020-2021 budget; if not included in the budget, the WCIND application will be withdrawn.

Attachments: Resolution and Application

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

**IF YES, WHICH STRATEGIC OBJECTIVE?** #3 Strengthen City Finances

**STAFF RECOMMENDATIONS:** Approve Resolution authorizing the submittal of a grant application to the Lee County Natural Resources Division for WCIND funds for Marine Law Enforcement on Lee County waterways of the Imperial River and beach areas.

**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, FLORIDA; SUPPORTING THE SUBMITTAL OF A LEE COUNTY NATURAL RESOURCES DIVISION/WCIND (WEST COAST INLAND NAVIGATION DISTRICT) WATERWAY DEVELOPMENT PROGRAM PROPOSAL FORM FOR SUB-GRANTEES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the West Coast Inland Navigation District (WCIND) is a multi-county special taxing district. Lee County Natural Resources Division administers the WCIND grant fund for waterway projects that promote safe navigation and water-based activities; and

**WHEREAS**, the WCIND (West Coast Inland Navigation District) Waterway Development Program Proposal Form for Sub-grantees is a Lee County waterway grant program provided through the Lee County Natural Resources Division, with applications solicited almost one year in advance of funding; and

**WHEREAS**, the deadline for submission of grant applications is March 12, 2021; and

**WHEREAS**, eligible projects must relate directly to navigation in Lee County and must address one of the following categories: Navigation Improvements, Boating Safety, Environmental Education, Nautical Recreation, or Law Enforcement; and

**WHEREAS**, the WCIND grant program encouraged that the City provide a match amount equal to the amount requested; and

**WHEREAS**, staff requests approval of the application to WCIND with a total project cost of approximately \$80,000.00 for continued Marine Law Enforcement on Lee County waterways of the Imperial River and beach areas; and

**WHEREAS**, the City will provide a match amount of \$40,000.00 with the caveat that the match funds will be available in the FY 2021-2022 budget; if not included in the budget, the WCIND application will be withdrawn;

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

**Section 1.** The City Manager is hereby authorized to submit a grant application to the Lee County Natural Resources Division/WCIND (West Coast Inland Navigation District) Waterway Development Program for Sub-grantees in the amount of \$40,000.00 for continued Marine Law Enforcement on Lee County waterways.

**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 17<sup>th</sup> day of February, 2021.

AUTHENTICATION:

\_\_\_\_\_

Mayor City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney

Vote:

Carr	Purdon
Corrie	Quaremba
Forbes	Gibson
Steinmeyer	

Date filed with City Clerk: \_\_\_\_\_

**WEST COAST INLAND NAVIGATION DISTRICT  
FUNDING APPLICATION**

PROJECT NUMBER: \_\_\_\_\_  
(To be populated by WCIND)

FUNDING CYCLE: ON FY2021 OFF FY2022

APPLICATION DATE: February 18, 2021

1. MEMBER COUNTY: City of Bonita Springs, Lee County, Florida

2. PROJECT CATEGORY:

- Public Navigation  Marine Law Enforcement  Environmental Education  
 Boater Recreation  Boating Safety & Education  Disaster Relief

3. PROJECT TITLE: Lee County Marine Law Enforcement

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: The City's goal is to continue the effective coordination with the Lee County Sheriff's Marine Unit. The deputies patrol and protect the people and environment on a 40 hour/week basis and also provides a boat operator for service calls outside the regular hours of detail. Other services include special support for marine related events including searches, public information, support for dive team and special operations units, and assistance to other agencies such as the U.S. Coast Guard, Florida Marine Patrol, and other community agencies.

Funds provide necessary financial resources to the Lee County Sheriff's Marine Unit Deputies to continue their professional and effective efforts of local and state law enforcement. The outcomes are safer boat operation, greater resource protection, and the improved quality of boating environment in the waters of Bonita Springs and Lee County.

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES  NO   
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Lee County Sheriff's Office	TPO MANAGER:	Lt. Christopher Nyce
FEID:		PHONE:	(239) 540-5445
ADDRESS:	14750 Six Mile Cypress Pkwy	CITY:	Fort Myers
STATE:	Florida	ZIP:	33912



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
N/A	

7. ESTIMATED PROJECT START DATE: 10/1/2021 COMPLETION DATE: 9/30/2022

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: FOURTY THOUSAND DOLLARS (\$40,000)

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: EIGHTY THOUSAND DOLLARS (\$80,000)

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Carly Sanseverino

ADDRESS: 9101 Bonita Beach Road, Bonita Springs, Florida 34135

TELEPHONE NO.: (239) 949-6262

EMAIL.: [carly.sanseverino@cityofbonitasprings.org](mailto:carly.sanseverino@cityofbonitasprings.org)

13. SIGNATURE: \_\_\_\_\_

14. DATE: \_\_\_\_\_

BUDGET ESTIMATE DETAIL	Grant Funds	Matching	Total



		Funds <sup>1</sup>	
Construction Expenses (specify)			
Contractual Services (specify)	\$30,125	\$30,125	\$60,250
Materials (specify)			
Fuel & maintenance	\$9,875	\$9,875	\$19,750
Equipment (specify)			
Salaries <sup>2</sup>			
Other (specify)			
GRAND TOTAL	\$40,000	\$40,000	\$80,000

SOURCE(S) OF MATCHING FUNDS: FY2021-2022 City Budget

Additional Information: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<sup>1</sup> Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

<sup>2</sup> Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



**AGENDA ITEM SUMMARY**

**REQUESTED MOTION:** Review of December 2020 Monthly Financial Report

**MEETING DATE: 2/17/2021**

<b>AGENDA:</b>	<b>REQUIREMENT/PURPOSE: (Specify)</b>	<b>REQUESTOR OF INFORMATION:</b>
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	Anne 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:**

Attached is the December 31, 2020 monthly financial report for Council's review.

**Attachment:** December 31, 2020 Monthly Financial Report

**IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE?**  **YES**     **NO**  
**IF YES, WHICH STRATEGIC OBJECTIVE?** #7 Government Transparency

**STAFF RECOMMENDATIONS:** Review the attached Financial Report

**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 MONTHLY FINANCIAL REPORT**

**DECEMBER 31, 2020**

# GENERAL FUND OVERVIEW

## Financial Highlights of the General Fund for the Three Months ended December 31, 2020

- Total FY 2021 Revenues as of December 31, 2020 are **greater than** the FY 2020 Revenues as of December 31, 2019 by \$279,495 representing a 3% increase from FY 2020. This variance is the net effect of a decrease from FY 2020 in Other Revenues in the amount of \$141,223, offset by an increase over FY 2020 in Taxes of \$380,721.
- Total FY 2021 Revenues collected for the three months ended December 31, 2020 are 48.61% of the total Revenues budgeted for FY 2021. A significant amount of the property tax revenue is collected during the months of November and December, at which time the collected revenues percentage is historically about 45% of the budgeted amount.
- Total FY 2021 Expenditures as of December 31, 2020 are **less than** FY 2020 Expenditures as of December 31, 2019 by \$291,353, primarily due to Transportation expenditures being lower than the prior year by \$308,841. The Transportation costs in the prior year included drainage management costs above the amount that has been incurred in the first three months of FY 2021.
- Total FY 2021 Expenditures for the three months ended December 31, 2020 are 17.47% of the Total Expenditures budgeted for FY 2021.
- FY 2021 Transfers In as of December 31, 2020 are \$2,377,918 less than FY 2020 Transfers In for the three months ended December 31, 2019. In FY 2020, there was a budgeted transfer into 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 December 31, 2020 are \$741,928 **greater than** the FY 2020 Transfers Out for the three months ended December 31, 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 three months ended December 2020 by \$6,086,589. FY 2020 Revenues and Transfers In were \$8,636,587 **greater than** FY 2020 Expenditures and Transfers Out for the three months ended December 31, 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 31, 2020, presented by fund.

General Fund	FY 2021				FY 2020	FY 2021 Actual Over (Under) FY 2020 Actual
	Amended Budget	YTD Actual Dec. 31, 2020	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual Dec. 31, 2019	
<b>Revenues:</b>						
Taxes	\$ 10,314,608	\$ 7,941,873	\$ (2,372,735)	77.00%	\$ 7,561,152	\$ 380,721
Franchise Fees	2,923,256	486,253	(2,437,003)	16.63%	509,693	(23,440)
State Shared Revenue	5,431,119	934,126	(4,496,993)	17.20%	870,689	63,437
Other Revenues	1,090,005	243,393	(846,612)	22.33%	384,616	(141,223)
<b>Total Revenues</b>	<b>\$ 19,758,988</b>	<b>\$ 9,605,645</b>	<b>\$ (10,153,343)</b>	<b>48.61%</b>	<b>\$ 9,326,150</b>	<b>\$ 279,495</b>
<b>Expenditures:</b>						
General Government	\$ 6,854,720	\$ 1,204,731	\$ (5,649,989)	17.58%	\$ 1,091,435	\$ 113,296
Public Safety	2,636,644	606,822	(2,029,822)	23.01%	642,119	(35,297)
Physical Environment	372,812	17,589	(355,223)	4.72%	25,147	(7,558)
Transportation	2,931,521	346,860	(2,584,661)	11.83%	655,701	(308,841)
Economic Environment	27,550	25,000	(2,550)	90.74%	27,500	(2,500)
Human Services	156,826	3,245	(153,581)	2.07%	1,780	1,465
Culture & Recreation	2,418,295	486,453	(1,931,842)	20.12%	538,371	(51,918)
<b>Total Expenditures</b>	<b>\$ 15,398,368</b>	<b>\$ 2,690,700</b>	<b>\$ (12,707,668)</b>	<b>17.47%</b>	<b>\$ 2,982,053</b>	<b>\$ (291,353)</b>
Excess (deficiency) of revenues over (under) expenditures	\$ 4,360,620	\$ 6,914,945	\$ 2,554,325		\$ 6,344,097	\$ 570,848
<b>Other Financing Sources (Uses):</b>						
Transfers In	\$ 1,615,000	\$ -	\$ (1,615,000)	0.00%	\$ 2,377,918	\$ (2,377,918)
Transfers Out	(17,231,129)	(828,356)	(16,402,773)	4.81%	(86,428)	741,928
Total Other Financing Sources (Uses) - net	<b>\$ (15,616,129)</b>	<b>\$ (828,356)</b>	<b>\$ (14,787,773)</b>		<b>\$ 2,291,490</b>	<b>\$ 3,119,846</b>
<b>Total Surplus (Deficit)</b>		<b>\$ 6,086,589</b>			<b>\$ 8,635,587</b>	<b>\$ (2,548,998)</b>

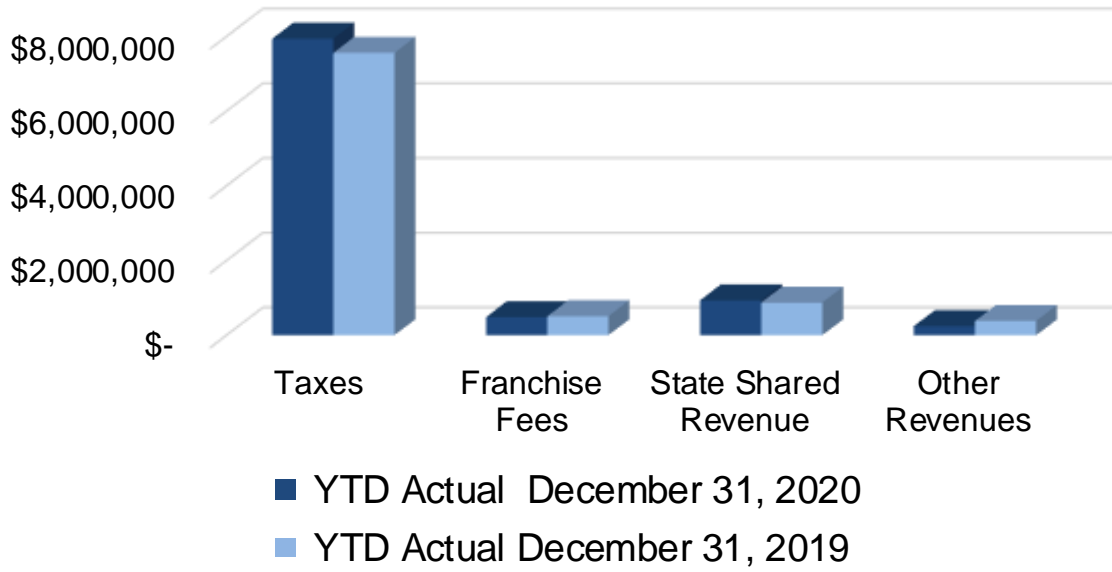
Below is the City's Cash Position as of Dec. 31, 2020, 2019 and 2018.

	Cash Balances as of		
	12/31/2020	12/31/2019	12/31/2018
<b>Fund:</b>			
General Fund	\$ 29,922,262	\$ 24,244,378	\$ 16,301,438
Gas Tax	3,973,908	4,345,251	4,374,839
Road Impact Fee	20,406,389	19,531,457	17,779,988
Park Impact Fee	3,050,757	3,455,993	3,383,746
Stormwater Management	2,148,924	1,262,460	-
Building Fees Fund	8,987,003	9,251,094	8,223,916
Capital Projects Fund	6,678	-	-
2011 Debt Fund	71,886	503,063	1,863,410
2014 Debt Fund	-	70,739	1,060,739
Downtown Revenue Sharing	1,561,168	1,182,168	-
<b>Total Cash by Fund</b>	<b>\$ 70,128,975</b>	<b>\$ 63,846,603</b>	<b>\$ 52,988,077</b>

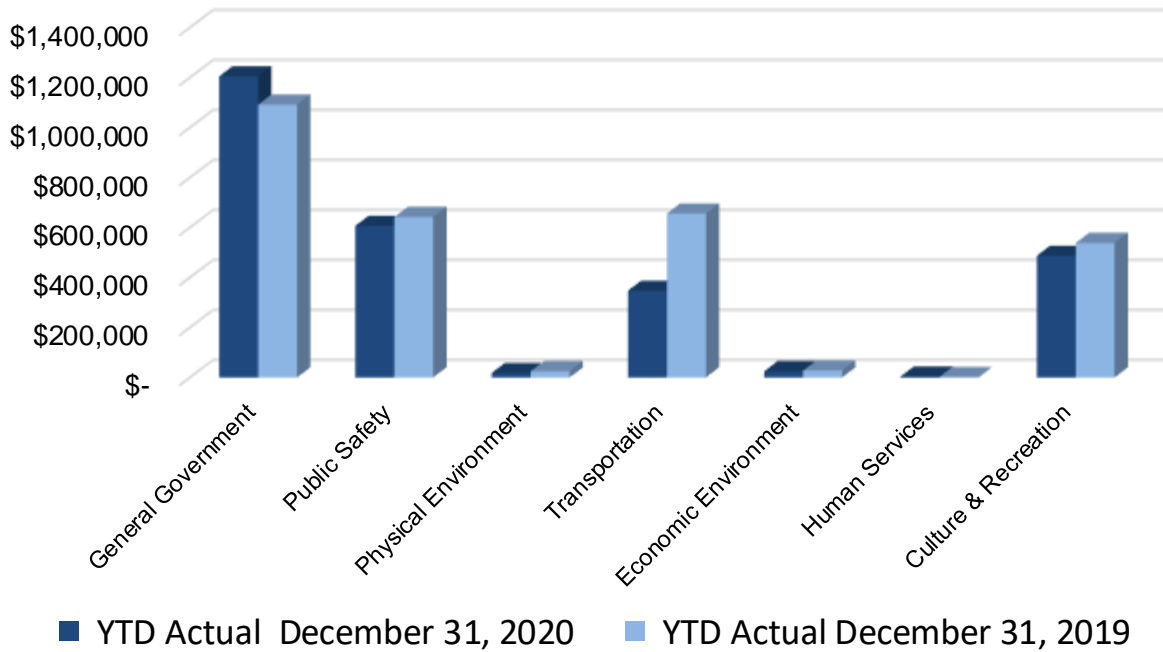
**OBSERVATION:**

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 Dec. 31, 2020 and Dec. 31, 2019



## General Fund Expenditures as of Dec. 31, 2020 and Dec. 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
<b>Allocation of Fund Balance by Category:</b>											
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 December 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
<b>ASSETS</b>												
Cash and cash equivalents	\$ 29,922,262	\$ 20,406,389	\$ 3,050,757	\$ 3,973,908	\$ -	\$ 8,987,003	\$ 1,561,168	\$ 2,148,924	\$ -	\$ 71,886	\$ 6,678	\$ 70,128,976
Restricted Cash	-	-	-	-	-	-	-	-	-	-	-	-
Receivables (net)	398,012	-	-	-	-	-	-	-	-	-	-	398,012
Due from other funds	54,690	-	-	-	-	-	-	-	-	-	-	54,690
Due from other governments	-	-	-	-	-	-	-	-	-	-	-	-
Advances to other funds	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total assets</b>	<b>\$ 30,374,964</b>	<b>\$ 20,406,389</b>	<b>\$ 3,050,757</b>	<b>\$ 3,973,908</b>	<b>\$ -</b>	<b>\$ 8,987,003</b>	<b>\$ 1,561,168</b>	<b>\$ 2,148,924</b>	<b>\$ -</b>	<b>\$ 71,886</b>	<b>\$ 6,678</b>	<b>\$ 70,581,678</b>
<b>LIABILITIES AND FUND BALANCES</b>												
Liabilities:												
Accounts and contracts payable	\$ 14,186	\$ -	\$ 376,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 391,022
Accrued liabilities	201,872	-	-	-	-	-	-	-	-	-	-	201,872
Due to other funds	-	-	-	-	54,690	-	-	-	-	-	-	54,690
Due to other governments	48,234	127,015	-	-	-	-	-	-	-	-	-	175,249
Unearned revenue	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total liabilities</b>	<b>264,293</b>	<b>127,015</b>	<b>376,835</b>	<b>-</b>	<b>54,690</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>822,833</b>
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 December 31, 2020	6,086,589	(710,259)	26,184	164,652	(54,690)	285,784	1,386,130	1,261,122	-	(378,848)	-	8,066,663
<b>Fund balances as of December 31, 2020</b>	<b>30,110,671</b>	<b>20,279,374</b>	<b>2,673,922</b>	<b>3,973,908</b>	<b>(54,690)</b>	<b>8,987,003</b>	<b>1,561,168</b>	<b>2,148,924</b>	<b>-</b>	<b>71,886</b>	<b>6,678</b>	<b>69,758,844</b>
<b>Total liabilities and fund balances</b>	<b>\$ 30,374,964</b>	<b>\$ 20,406,389</b>	<b>\$ 3,050,757</b>	<b>\$ 3,973,908</b>	<b>\$ -</b>	<b>\$ 8,987,003</b>	<b>\$ 1,561,168</b>	<b>\$ 2,148,924</b>	<b>\$ -</b>	<b>\$ 71,886</b>	<b>\$ 6,678</b>	<b>\$ 70,581,678</b>



# General Fund Budget Report

## Group Summary

For Fiscal: 2020-2021 Period Ending: 12/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 00 - General Fund</b>					
<b>Revenue</b>					
311 - Ad Valorem Taxes	8,993,781.00	8,993,781.00	5,198,477.23	7,730,316.83	1,263,464.17
315 - Communications Services Taxes	1,295,827.00	1,295,827.00	107,532.49	208,094.94	1,087,732.06
316 - Local Business Taxes	25,000.00	25,000.00	1,086.95	3,461.14	21,538.86
323 - Franchise Fees	2,923,256.00	2,923,256.00	240,038.03	486,253.64	2,437,002.36
329 - Other Permits, Fees & Special Assessment	55,900.00	55,900.00	1,815.00	8,945.00	46,955.00
335 - State Shared Revenue	5,431,119.00	5,431,119.00	472,192.80	934,125.83	4,496,993.17
341 - General Government	425,000.00	425,000.00	28,825.00	92,741.37	332,258.63
343 - Physical Environment	96,300.00	96,300.00	18,300.00	39,700.00	56,600.00
347 - Culture/Recreation	109,500.00	109,500.00	3,165.22	9,387.82	100,112.18
349 - Other Charges for Services	61,500.00	61,500.00	9,272.89	46,390.78	15,109.22
351 - Judgements, Fines-Traffic	26,000.00	26,000.00	2,116.34	3,913.06	22,086.94
354 - Fines Local Ordinance	80,000.00	80,000.00	400.00	3,467.50	76,532.50
361 - Interest & Other Earnings	175,000.00	175,000.00	6,227.05	29,733.00	145,267.00
362 - Rents & Royalties	30,000.00	30,000.00	2,495.14	4,582.42	25,417.58
369 - Other Misc Revenues	30,805.00	30,805.00	25.00	4,532.00	26,273.00
381 - Transfers In	15,000.00	1,615,000.00	0.00	0.00	1,615,000.00
<b>Revenue Total:</b>	<b>19,773,988.00</b>	<b>21,373,988.00</b>	<b>6,091,969.14</b>	<b>9,605,645.33</b>	<b>11,768,342.67</b>
<b>Expense</b>					
51 - General Government	6,071,616.00	6,071,616.00	442,886.23	1,164,508.42	4,907,107.58
52 - Public Safety	2,636,644.00	2,636,644.00	66,125.74	606,822.36	2,029,821.64
53 - Physical Environment	372,812.00	372,812.00	9,134.24	17,589.44	355,222.56
54 - Transportation	2,912,368.00	2,931,521.00	179,066.38	346,860.37	2,584,660.63
55 - Economic Environment	27,550.00	27,550.00	25,000.00	25,000.00	2,550.00
56 - Human Services	156,826.00	156,826.00	890.00	3,245.00	153,581.00
57 - Culture & Recreation	2,352,295.00	2,418,295.00	255,432.47	486,453.27	1,931,841.73
58 - Other Uses/Transfers Out	5,199,639.00	17,231,129.00	434,243.72	828,355.90	16,402,773.10
59 - Other Nonoperating	25,000.00	783,104.00	5,313.27	40,221.55	742,882.45
<b>Expense Total:</b>	<b>19,754,750.00</b>	<b>32,629,497.00</b>	<b>1,418,092.05</b>	<b>3,519,056.31</b>	<b>29,110,440.69</b>



# General Fund Department Expenditures Excluding Transfers

## City of Bonita Springs, FL Group Summary

For Fiscal: 2020-2021 Period Ending: 12/31/2020

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 00 - General Fund</b>					
101 - City Council	487,425.00	487,425.00	50,196.59	121,361.72	366,063.28
102 - Boards & Committees	76,000.00	89,184.00	457.94	552.94	88,631.06
201 - City Manager	496,609.00	496,609.00	43,106.91	102,780.43	393,828.57
211 - Planning & Zoning	1,869,269.00	1,869,269.00	149,627.30	460,143.63	1,409,125.37
220 - Law Enforcement/Security	1,925,324.00	1,925,324.00	3,500.80	463,330.45	1,461,993.55
230 - Neighborhood Services	680,590.00	680,590.00	61,294.20	139,573.42	541,016.58
240 - Information Technologies	191,763.00	191,763.00	18,205.35	43,893.68	147,869.32
250 - Public Works	3,227,180.00	3,233,149.00	187,840.62	359,008.71	2,874,140.29
260 - Emergency Preparedness	30,730.00	30,730.00	1,330.74	3,918.49	26,811.51
270 - Non-Departmental Expenditures	721,726.00	1,479,830.00	30,109.45	78,908.00	1,400,922.00
301 - City Attorney	776,241.00	776,241.00	39,980.86	79,713.74	696,527.26
401 - Administrative Services	485,052.00	485,052.00	46,173.63	102,752.84	382,299.16
402 - City Hall	185,679.00	185,679.00	15,954.21	41,557.11	144,121.89
410 - Human Resources	23,400.00	23,400.00	1,257.80	5,185.63	18,214.37
430 - Communications	667,696.00	667,696.00	83,728.68	150,233.97	517,462.03
501 - Finance	606,207.00	606,207.00	41,142.02	116,873.85	489,333.15
601 - Parks & Recreation Administration	616,002.00	616,002.00	60,330.57	133,868.99	482,133.01
602 - Recreation Center	393,284.00	393,284.00	34,718.70	81,257.87	312,026.13
603 - Community Park & Ball Fields	170,455.00	170,455.00	17,381.79	31,367.37	139,087.63
604 - Community Pool	352,133.00	352,133.00	34,903.38	75,709.01	276,423.99
605 - Riverside Park	119,485.00	140,485.00	21,140.21	31,021.47	109,463.53
609 - Formerly Community Hall/Sherriff Substation	15,440.00	15,440.00	560.10	1,440.44	13,999.56
610 - Dog Park	62,450.00	107,450.00	11,368.46	13,496.02	93,953.98
611 - Beach Parks	9,656.00	9,656.00	16.20	90.95	9,565.05
613 - BS Soccer Complex	133,833.00	133,833.00	7,054.86	13,608.29	120,224.71
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	7,843.32	13,532.99	45,683.01
617 - Bonita Nature Place	38,213.00	38,213.00	5,574.33	8,230.18	29,982.82
618 - Windsor Road Preserve	6,644.00	6,644.00	24.34	73.02	6,570.98
620 - Marni Fields	71,642.00	71,642.00	3,059.31	10,835.06	60,806.94
621 - BS River Park	17,842.00	17,842.00	582.46	923.74	16,918.26
622 - Cullum's Bonita Trail	16,800.00	16,800.00	4,500.00	4,500.00	12,300.00
623 - Carpenter Lane Canoe & Kayak	1,125.00	1,125.00	34.26	42.90	1,082.10
624 - Leitner Creek Neighborhood Park	4,250.00	4,250.00	848.94	913.50	3,336.50
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
<b>Fund: 00 - General Fund Total:</b>	<b>14,555,111.00</b>	<b>15,398,368.00</b>	<b>983,848.33</b>	<b>2,690,700.41</b>	<b>12,707,667.59</b>



# Special Revenue Funds Budget Report

## Group Summary

For Fiscal: 2020-2021 Period Ending: 12/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 10 - Gas Tax Fund</b>					
<b>Revenue</b>					
312 - Local Option Taxes	1,510,293.00	1,510,293.00	126,005.36	251,572.79	1,258,720.21
335 - State Shared Revenue	286,478.00	286,478.00	23,392.08	46,784.16	239,693.84
361 - Interest & Other Earnings	40,000.00	40,000.00	1,197.00	3,257.00	36,743.00
<b>Revenue Total:</b>	<b>1,836,771.00</b>	<b>1,836,771.00</b>	<b>150,594.44</b>	<b>301,613.95</b>	<b>1,535,157.05</b>
<b>Expense</b>					
54 - Transportation	1,197,000.00	1,197,000.00	73,430.08	136,552.28	1,060,447.72
58 - Other Uses/Transfers Out	1,827,637.00	4,006,316.00	-10.50	409.50	4,005,906.50
<b>Expense Total:</b>	<b>3,024,637.00</b>	<b>5,203,316.00</b>	<b>73,419.58</b>	<b>136,961.78</b>	<b>5,066,354.22</b>
<b>Fund: 10 - Gas Tax Fund Surplus (Deficit):</b>	<b>-1,187,866.00</b>	<b>-3,366,545.00</b>	<b>77,174.86</b>	<b>164,652.17</b>	<b>-3,531,197.17</b>
<b>Fund: 13 - Grant Fund</b>					
<b>Revenue</b>					
331 - Federal Grants	332,389.00	18,013,723.00	0.00	0.00	18,013,723.00
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
<b>Revenue Total:</b>	<b>8,762,238.00</b>	<b>36,861,688.00</b>	<b>0.00</b>	<b>0.00</b>	<b>36,861,688.00</b>
<b>Expense</b>					
52 - Public Safety	80,000.00	80,000.00	3,808.00	9,316.00	70,684.00
58 - Other Uses/Transfers Out	8,682,238.00	36,781,688.00	43,529.51	45,374.01	36,736,313.99
<b>Expense Total:</b>	<b>8,762,238.00</b>	<b>36,861,688.00</b>	<b>47,337.51</b>	<b>54,690.01</b>	<b>36,806,997.99</b>
<b>Fund: 13 - Grant Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-47,337.51</b>	<b>-54,690.01</b>	<b>54,690.01</b>
<b>Fund: 14 - Road Impact Fee Fund</b>					
<b>Revenue</b>					
324 - Impact Fees	2,460,585.00	2,460,585.00	406,209.46	1,510,475.56	950,109.44
361 - Interest & Other Earnings	150,000.00	150,000.00	6,543.09	17,874.44	132,125.56
<b>Revenue Total:</b>	<b>2,610,585.00</b>	<b>2,610,585.00</b>	<b>412,752.55</b>	<b>1,528,350.00</b>	<b>1,082,235.00</b>
<b>Expense</b>					
58 - Other Uses/Transfers Out	4,321,418.00	19,849,191.00	-108,662.45	2,238,609.35	17,610,581.65
<b>Expense Total:</b>	<b>4,321,418.00</b>	<b>19,849,191.00</b>	<b>-108,662.45</b>	<b>2,238,609.35</b>	<b>17,610,581.65</b>
<b>Fund: 14 - Road Impact Fee Fund Surplus (Deficit):</b>	<b>-1,710,833.00</b>	<b>-17,238,606.00</b>	<b>521,415.00</b>	<b>-710,259.35</b>	<b>-16,528,346.65</b>
<b>Fund: 16 - Park Impact Fee Fund</b>					
<b>Revenue</b>					
324 - Impact Fees	259,710.00	259,710.00	37,218.00	146,310.00	113,400.00
361 - Interest & Other Earnings	30,000.00	30,000.00	953.00	2,594.00	27,406.00
<b>Revenue Total:</b>	<b>289,710.00</b>	<b>289,710.00</b>	<b>38,171.00</b>	<b>148,904.00</b>	<b>140,806.00</b>
<b>Expense</b>					
58 - Other Uses/Transfers Out	200,000.00	1,987,492.00	322,679.38	122,720.27	1,864,771.73
<b>Expense Total:</b>	<b>200,000.00</b>	<b>1,987,492.00</b>	<b>322,679.38</b>	<b>122,720.27</b>	<b>1,864,771.73</b>
<b>Fund: 16 - Park Impact Fee Fund Surplus (Deficit):</b>	<b>89,710.00</b>	<b>-1,697,782.00</b>	<b>-284,508.38</b>	<b>26,183.73</b>	<b>-1,723,965.73</b>
<b>Fund: 18 - Stormwater Management</b>					
<b>Revenue</b>					
325 - Special Assessments - Charges for Public Services	1,508,100.00	1,508,100.00	968,489.90	1,344,462.52	163,637.48
361 - Interest & Other Earnings	4,000.00	4,000.00	298.00	810.00	3,190.00
<b>Revenue Total:</b>	<b>1,512,100.00</b>	<b>1,512,100.00</b>	<b>968,787.90</b>	<b>1,345,272.52</b>	<b>166,827.48</b>
<b>Expense</b>					
53 - Physical Environment	1,512,100.00	1,512,100.00	24,901.57	84,150.15	1,427,949.85

Special Revenue Funds Budget Report

For Fiscal: 2020-2021 Period Ending: 12/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Expense Total:</b>	<b>1,512,100.00</b>	<b>1,512,100.00</b>	<b>24,901.57</b>	<b>84,150.15</b>	<b>1,427,949.85</b>
<b>Fund: 18 - Stormwater Management Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>943,886.33</b>	<b>1,261,122.37</b>	<b>-1,261,122.37</b>
<b>Fund: 19 - Building Fees Fund</b>					
<b>Revenue</b>					
322 - Building Permits	2,200,000.00	2,200,000.00	284,458.98	1,001,993.96	1,198,006.04
361 - Interest & Other Earnings	78,000.00	78,000.00	2,650.00	7,212.00	70,788.00
<b>Revenue Total:</b>	<b>2,278,000.00</b>	<b>2,278,000.00</b>	<b>287,108.98</b>	<b>1,009,205.96</b>	<b>1,268,794.04</b>
<b>Expense</b>					
52 - Public Safety	2,809,000.00	2,809,000.00	233,172.12	696,222.15	2,112,777.85
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	27,200.00	27,200.00	1,157,500.00
<b>Expense Total:</b>	<b>2,824,000.00</b>	<b>4,003,083.00</b>	<b>260,372.12</b>	<b>723,422.15</b>	<b>3,279,660.85</b>
<b>Fund: 19 - Building Fees Fund Surplus (Deficit):</b>	<b>-546,000.00</b>	<b>-1,725,083.00</b>	<b>26,736.86</b>	<b>285,783.81</b>	<b>-2,010,866.81</b>
<b>Fund: 23 - Downtown Area Revenue Sharing</b>					
<b>Revenue</b>					
311 - Ad Valorem Taxes	255,291.00	255,291.00	265,916.00	265,916.00	-10,625.00
337 - Local Gvmt Grants	1,265,243.00	1,265,243.00	1,120,214.00	1,120,214.00	145,029.00
361 - Interest & Other Earnings	2,000.00	2,000.00	0.00	0.00	2,000.00
<b>Revenue Total:</b>	<b>1,522,534.00</b>	<b>1,522,534.00</b>	<b>1,386,130.00</b>	<b>1,386,130.00</b>	<b>136,404.00</b>
<b>Expense</b>					
58 - Other Uses/Transfers Out	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
<b>Expense Total:</b>	<b>1,073,650.00</b>	<b>1,073,650.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,073,650.00</b>
<b>Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):</b>	<b>448,884.00</b>	<b>448,884.00</b>	<b>1,386,130.00</b>	<b>1,386,130.00</b>	<b>-937,246.00</b>



City of Bonita Springs, FL

# Debt Service Funds Budget Report

## Group Summary

For Fiscal: 2020-2021 Period Ending: 12/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 20 - 2011 Debt Fund</b>					
<b>Revenue</b>					
361 - Interest & Other Earnings	2,000.00	2,000.00	3.00	92.00	1,908.00
381 - Transfers In	2,171,067.00	2,171,067.00	0.00	2,147,312.69	23,754.31
<b>Revenue Total:</b>	<b>2,173,067.00</b>	<b>2,173,067.00</b>	<b>3.00</b>	<b>2,147,404.69</b>	<b>25,662.31</b>
<b>Expense</b>					
51 - General Government	2,554,196.00	2,554,196.00	0.00	2,526,250.00	27,946.00
<b>Expense Total:</b>	<b>2,554,196.00</b>	<b>2,554,196.00</b>	<b>0.00</b>	<b>2,526,250.00</b>	<b>27,946.00</b>
<b>Fund: 20 - 2011 Debt Fund Surplus (Deficit):</b>	<b>-381,129.00</b>	<b>-381,129.00</b>	<b>3.00</b>	<b>-378,845.31</b>	<b>-2,283.69</b>
<b>Fund: 21 - 2014 Debt Fund</b>					
<b>Revenue</b>					
381 - Transfers In	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
<b>Revenue Total:</b>	<b>1,073,650.00</b>	<b>1,073,650.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,073,650.00</b>
<b>Expense</b>					
51 - General Government	1,073,650.00	1,073,650.00	0.00	0.00	1,073,650.00
<b>Expense Total:</b>	<b>1,073,650.00</b>	<b>1,073,650.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,073,650.00</b>
<b>Fund: 21 - 2014 Debt Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: 22 - 2020 Debt Fund</b>					
<b>Revenue</b>					
381 - Transfers In	116,900.00	116,900.00	0.00	0.00	116,900.00
<b>Revenue Total:</b>	<b>116,900.00</b>	<b>116,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>116,900.00</b>
<b>Expense</b>					
51 - General Government	116,900.00	116,900.00	0.00	0.00	116,900.00
58 - Other Uses/Transfers Out	0.00	6,678.00	0.00	0.00	6,678.00
<b>Expense Total:</b>	<b>116,900.00</b>	<b>123,578.00</b>	<b>0.00</b>	<b>0.00</b>	<b>123,578.00</b>
<b>Fund: 22 - 2020 Debt Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>-6,678.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-6,678.00</b>



# Capital Project Funds Budget Report

## Group Summary

For Fiscal: 2020-2021 Period Ending: 12/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 30 - Cap Projects Fund</b>					
<b>Revenue</b>					
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	75,966,571.00	699,429.66	1,095,806.34	74,870,764.66
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
<b>Revenue Total:</b>	<b>17,538,116.00</b>	<b>75,966,571.00</b>	<b>699,429.66</b>	<b>1,095,806.34</b>	<b>74,870,764.66</b>
<b>Expense</b>					
51 - General Government	488,381.00	4,150,201.00	329,896.13	366,991.13	3,783,209.87
53 - Physical Environment	9,325,978.00	42,647,903.00	0.00	2,851.00	42,645,052.00
54 - Transportation	6,276,757.00	27,178,454.00	291,645.94	294,565.94	26,883,888.06
57 - Culture & Recreation	1,447,000.00	1,990,013.00	77,887.59	431,398.27	1,558,614.73
58 - Other Uses/Transfers Out	0.00	0.00	0.00	0.00	0.00
<b>Expense Total:</b>	<b>17,538,116.00</b>	<b>75,966,571.00</b>	<b>699,429.66</b>	<b>1,095,806.34</b>	<b>74,870,764.66</b>
<b>Fund: 30 - Cap Projects Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: 31 - Other Capital Projects Fund</b>					
<b>Revenue</b>					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	364,849.00	1,137,656.00	19,550.00	19,550.00	1,118,106.00
<b>Revenue Total:</b>	<b>364,849.00</b>	<b>1,137,656.00</b>	<b>19,550.00</b>	<b>19,550.00</b>	<b>1,118,106.00</b>
<b>Expense</b>					
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	19,550.00	19,550.00	744,812.00
<b>Expense Total:</b>	<b>364,849.00</b>	<b>1,137,656.00</b>	<b>19,550.00</b>	<b>19,550.00</b>	<b>1,118,106.00</b>
<b>Fund: 31 - Other Capital Projects Fund Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**AGENDA ITEM SUMMARY**

**REQUESTED MOTION:** Approve the amendment of the lease agreement with Kristin Pimentel for the use of Artist Cottage #1 for another one-year term.

**MEETING DATE: 2/17/2021**

AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	Nicole Perino Parks and Recreation 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 2006, City Council authorized staff to advertise a Request for Proposals (RFP) for Letters of Interest from artists and other similar type vendors for use of the six (6) historic fishing cottages at Riverside Park behind the Liles Hotels. The letters of interest were reviewed by the Art in Public Places board for the members to rank the six (6) top candidates to begin negotiations for a use agreement of each cottage. Since 2006, we have advertised a request for proposals for any vacant cottage that may be available for use. The intent of leasing the cottages to artists was to create an "artist village" that would enhance arts and culture in the downtown as well as encourage economic development in the area.

Kristin Pimentel would like to exercise her right to renew for another one-year term under the same terms and conditions. The agreement provides for hours of operation for special events, security, utilities, cancellation of lease, renewal option and insurance requirements. The agreement requires the artist to rent the premises for the sum of \$250.00 per month from October to May and \$150.00 per month from June to September, for the full term of the agreement.

Attachments: Amendment and original agreement

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

**IF YES, WHICH STRATEGIC OBJECTIVE?** #8 Economic Development

**STAFF RECOMMENDATIONS:** Approve the amendment of the lease agreement with Kristin Pimentel for the use of Artist Cottage #1 for renewal of another one-year term.

**REVIEWED BY:**

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

**COUNCIL ACTION:**

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

**CITY OF BONITA SPRINGS  
RIVERSIDE PARK COTTAGE USE AGREEMENT  
COTTAGE NO. 1**

**THIS AGREEMENT** is made this 25<sup>th</sup> day of March, 2019, between the City of Bonita Springs, a Florida municipal corporation (hereinafter, the "City"), whose address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135, and Kristin Pimentel (hereinafter, "Tenant"), whose address is 15497 Cadiz Lane, Naples, Florida 34110.

**WITNESSETH:**

**WHEREAS**, the City owns certain historic fishing cottages located at Riverside Park, 27300 Old US 41 Road, Bonita Springs, Florida 34135.

**WHEREAS**, it is an objective for City Council that the public is able to observe a "village" of artists and craftsmen in the park; and

**WHEREAS**, since 2006, the cottages have been leased to artists or other similar vendors in furtherance of this objective of hosting an artist village for public viewing; and

**WHEREAS**, Cottage No. 1 is currently vacant and available for tenancy; and

**WHEREAS**, on January 14<sup>th</sup>, 2019, the City issued an advertisement requesting letters of interest from artists or other similar vendors for use of the vacant Cottage No. 1 (RFP 19-03); and

**WHEREAS**, based upon the submissions received in response to RFP 19-03, the Art in Public Places Board has determined Tenant to be the most qualified bidder for tenancy of Cottage No. 1.

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations contained herein, the parties agree as follows:

**GENERAL TERMS OF USE**

1. The City hereby agrees to lease unto Tenant the Cottage No. 1 located at Riverside Park, 27300 Old US 41 Road, Bonita Springs, FL 34135 (hereinafter, the "Premises") for the business use described in the proposal submitted by Tenant in response to RFP 19-03.
2. The City shall maintain and make all exterior and structural repairs to the Premises that are not made necessary by fault of Tenant, and maintain and repair all heating, ventilating and air-conditioning equipment, all wires, pipes, conduits and other equipment or facilities for supplying heat, light, power, hot and cold water services to the Premises, all drainage and waste pipes or facilities leading from the Premises, and those portions of all outside utility lines supplying the Premises (unless the utility lines are maintained or repaired by utility companies). The City shall not be liable to Tenant for damages, nor for abatement in rent, due to the City's failure to perform work under this Agreement. The provisions of this paragraph shall not apply to any of the installations that may be installed by Tenant as subsequently provided for herein.

3. The City shall furnish adequate electricity, air-conditioning, water and all utilities; Tenant shall be responsible for its telephone, high-speed internet connections, and DSL connections.
4. The City shall furnish its security system for the grounds (G4S Security Surveillance) and provide individual locks for each unit. Any additional security measures and associated costs shall be the responsibility of the Tenant alone.
5. Tenant shall maintain and operate the art studio in a first-class manner, in accordance with the highest standards for art studios, in furtherance of education to the public of the particular genre of art.
6. Tenant and Tenant's employees shall be clean, courteous, and neat in appearance. Tenant shall not employ any person who will violate any of the nondiscrimination terms of this Agreement.
7. In the performance of this Agreement, Tenant shall not discriminate against any worker, employee, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit any unfair employment practice. Tenant shall take affirmative action to ensure that employees are treated during employment without regard to their race, creed, color, religion, age sex or national origin.
8. Tenant shall similarly furnish services connected with Tenant's business on a fair, equal and nondiscriminatory basis to all customers or users.
9. Tenant agrees to be open for business during organized special events. The City shall provide fifteen (15) days' notice of any such event. Other than the mandated hours of operations described in this paragraph, Tenant may decide when it is advantageous to have the studio open for public viewing.
10. Tenant shall maintain the Premises in a clean, neat and sanitary condition, maintaining adequate and suitable receptacles for trash and refuse within the cottage and its immediately surrounding areas. Tenant shall empty trash and refuse receptacles in the dumpster as designated by the Parks and Recreation Director.
11. Tenant shall not erect or install, nor permit to be erected or installed, any signs or other similar advertising device in or upon the Premises or the building without first obtaining the written consent of the Parks and Recreation Director.
12. Tenant shall make no alterations, additions nor replacements to the Premises without obtaining prior written consent from the Parks and Recreation Director. At the time of the request, Tenant shall specifically state whether the desired modification will require new electrical or plumbing connections or any changes in the existing equipment on or in the Premises.

13. Any alterations, additions or other improvements to the Premises shall become part of the City-owned realty upon termination of this Agreement, unless removed during the course of the Agreement with written consent from the Parks and Recreation Director.
14. Tenant shall maintain the Premises in good and working order and repair, including but not limited to, all trade fixtures and equipment, furnishings, utility connections and services, mechanical and electrical arrangements, janitorial and custodian services, painting and decorating of the interior of the Premises (subject to approval of the Parks and Recreation Director), and all other related services necessary to maintain the Premises in a good, safe and sanitary condition during the term of this Agreement. Maintenance shall be at Tenant's sole expense and shall be subject to general inspection by the City to ensure a continuing quality of maintenance, health, and safety standards established by the City.
15. In the event that the Premises are not maintained by Tenant to the standards required herein, the City may enter the Premises for the purpose of curing the default of Tenant, without such entering causing or constituting a termination of this Agreement or an interference with the possession of the Premises by Tenant. Tenant agrees to pay the City all costs and expenses incurred through the curing any such default.
16. Tenant shall allow the City, or its authorized agents, access to the Premises at any reasonable hour for the purpose of inspecting or maintaining the Premises as required herein, or for any purpose necessary or connected with the exercise of its governmental functions. The City shall not be liable for any loss in business or damages of any nature to Tenant occasioned by the performance of the necessary work.
17. Tenant shall bear at its own expense all costs of operating its art studio and shall pay all other costs connected with the use of the Premises, including maintenance (except building structure, outside wall, and roof), insurance, taxes, janitorial services and supplies, and all permits and licenses required by law. TENANT SHALL ONLY USE TURPENOID AS THE CHEMICAL FOR THINNER, TURPENTINE, ETC., UNLESS NON-FLAMMABLE CHEMICALS ARE OTHERWISE AGREED UPON.
18. Tenant, Tenant's agents, all patrons and invitees, and any licensee of the Tenant shall have the right of ingress to and egress from the Premises without prior approval of the Parks and Recreation Director.
19. Tenant shall not assign, transfer, sublease, pledge, surrender, or otherwise encumber or dispose of the Premises, or any portion thereof, nor permit any other person(s), company or corporation to occupy the Premises, without first obtaining the written consent of City Council.

20. Tenant shall observe and obey all laws, ordinances, regulations and rules of the federal, state, county, and municipal governments that may be applicable to its operations. Tenant shall obtain and maintain all necessary permits and licenses for its operations. Tenant agrees to observe and obey any reasonable rule or regulation pertaining to the use of the building or related facilities that the City may adopt and enforce during the term of this Agreement.

#### **TERM, RENT, RENEWALS & TERMINATION**

21. The Term of this Agreement shall be for a period of one (1) year commencing on the date first written above, unless otherwise terminated or extended as provided for herein.
22. Tenant shall pay the City a sum of \$250.00 per month as Rent for the Premises from October through May, and a sum of \$150.00 per month as Rent for the Premises from June through September, due and payable on the first day of each month for the full term of this Agreement.
23. Tenant shall have the option for renewal of this Agreement so long as Tenant is not in default of any provision hereunder at the time of such election. Tenant shall provide written notice of election to renew not less than three (3) months prior to the expiration of the current term of the Agreement (original or extended). If Tenant opts to renew, the Agreement may be automatically renewed for subsequent one (1) year terms up to a maximum of three, upon all of the same terms, provisions, and conditions set forth in this Agreement.
24. In the event that Tenant holds over and remains in possession of the Premises after the expiration of this Agreement without any written renewal of the Agreement, that holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a tenancy from month to month that may be terminated at any time by the City.
25. This Agreement shall be subject to cancellation by the Tenant in the event of any of the following events:
- a. The permanent abandonment of Riverside Park facility.
  - b. The lawful assumption by the United States government, or its authorized agency, of the operation, control or use of the park, or any substantial part of the park, so as to substantially restrict Tenant's use of the Premises for a period of at least ninety (90) days.
  - c. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Premises or of Riverside Park, and which remains in force for a period of at least ninety (90) days.

- d. The default by the City in the performance of any covenant or provision herein required and the failure of the City to remedy that default within ten (10) days of receipt of written notice from Tenant demanding remedy of such default.
  - e. Upon ninety (90) days' written notice from Tenant or City.
26. Upon the termination of this Agreement by lapse of time or otherwise, except for Tenant's default, Tenant shall have the right to remove, or shall be obliged to remove upon direction from the City, all equipment, fixtures, and personal property installed by Tenant or located within the Premises (but not pipes, conduit, and wiring that Tenant may have installed and that may be affixed to or imbedded in walls, ceilings or floors). Tenant shall have thirty (30) days to remove any equipment and fixtures and personal property, and to fully restore the Premises to the condition in which it existed at the time that Tenant took possession, ordinary wear and tear excepted. After thirty (30) days, Tenant shall be deemed to have abandoned any equipment, fixtures, or personal property remaining in or on the Premises.
27. Upon the termination of this Agreement, Tenant shall have no further right to or interest in any of the leasehold improvements installed by Tenant.
28. At the expiration or termination of this Agreement, Tenant shall peaceably deliver possession of the Premises to the City in as good order and condition as it existed at the time that Tenant took possession, reasonable use and wear excepted.

#### **DAMAGE OR DESTRUCTION OF PREMISES**

29. If the Premises are damaged by fire, explosion, natural elements, the public enemy, or other casualty, but not rendered untenable, the Premises may be repaired promptly by the City at the City's expense. If the damage is so extensive as to render the Premises untenable and, in the City's judgment, cannot be repaired within ninety (90) days from the date that the damage occurred, the City may terminate this Agreement effective as of the date of the damage by giving Tenant written notice within thirty (30) days of the date that the damage occurred.
30. If the City does not terminate the Agreement as provided for in the paragraph above, the City shall promptly repair and restore the Premises to the condition in which it existed when originally delivered to the Tenant, and the rent payable shall completely abate from the date that the damage occurred until the Premises are substantially restored and is tenantable. If the Premises are not repaired or reconstructed within one hundred and twenty (120) days after the damage occurred, absent good cause, Tenant may give the City written notice of its intention to cancel the Agreement in its entirety as of the date of the damage.

## **REQUIRED INSURANCE & INDEMNIFICATION**

31. Property Insurance. Tenant shall procure and keep in force a property insurance policy with special perils coverage upon its leasehold improvements, furniture, furnishings, fixtures and equipment, and business personal property to their full insurable value and shall provide the City with evidence that coverage has been procured and is being maintained in full force.
32. Workers' Compensation Insurance. The Tenant shall maintain workers' compensation insurance covering any employee whether part time, full time or casual in nature as required under Florida Statutes, including Employers' Liability Limit of \$500,000. If the owner(s) and or officers are not permitted to a legal exemption, they shall also be covered as any other employee.
33. Liability Insurance. The Tenant shall maintain, throughout the term of this Agreement, a commercial general liability insurance policy with coverage limits of \$1,000,000 bodily injury or property damage liability for each occurrence and \$2,000,000 in the aggregate. Coverage shall include a least \$50,000 fire legal liability and include products and completed operations. It is understood that the specified amounts of insurance in no way limits the liability of Tenant and that Tenant shall carry insurance in amounts so as to indemnify the City from all claims, suits, demands and actions. Tenant shall add the City as an additional insured including products and completed operations, and provide a certificate of insurance at the commencement of the lease and as often as requested by the City. Coverage shall be provided by an insurance carrier acceptable to the City.
34. Indemnification. To the fullest extent permitted by law, the Tenant shall indemnify and hold harmless the City, its consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Tenant's fulfillment of this Agreement or the use of the Premises, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, pollution, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Tenant, the Tenant's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified here under, except for gross negligence by the City.

## **TENANT DEFAULT & LIABILITY**

35. Each of the following events shall constitute an Event of Default hereunder:
  - a. Tenant's failure to pay when due any installment of rent and such failure continues for a period of ten (10) days after the due date, without any notice or demand being required.

- b. Tenant's failure to perform or observe any other covenant, condition or other obligation of Tenant and such failure continues for a period of ten (10) days after Tenant receives written notice thereof.
  - c. The Premises become vacant and unoccupied for more than thirty (30) days.
- 36. Upon the occurrence of an Event of Default by Tenant that is not cured by Tenant within the applicable grace period specified above, the City or its agents or employees may immediately or at any time thereafter re-enter the Premises and remove Tenant, its agents, employees, licensees, and any other persons and all or any of its property from the Premises, either by summary dispossession proceedings or by any suitable action or proceedings at law or in equity or by force, self-help or otherwise, without being liable to indictment or prosecution of damages therefor, and repossess and enjoy the Premises, together with all alterations, additions, and improvements to the Premises.
- 37. The City's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in writing and signed by both parties.
- 38. In case of any termination, re-entry, or dispossession by summary proceedings or otherwise, the Rent and all other charges required to be paid up to the time of such termination, re-entry, or dispossession, shall be paid by Tenant, and Tenant also shall pay to the City all expenses which the City may then or thereafter incur for legal expenses, reasonable attorney's fees, and all other costs paid or incurred by the City as the result of such termination, re-entry, or dispossession, for restoring the Premises to good order and condition and for altering and otherwise preparing the Premises for reletting. The City may, but shall have no obligation, at any time relet the Premises, in whole or in part, for any rental then obtainable for a term that, at the City's option, may be for the remainder of the then current term of this Agreement or for any longer or shorter period.
- 39. Tenant shall remain liable to the City for damages in an amount equal to the Rent and other sums which would have been owing by Tenant hereunder for the balance of the Term had this Agreement not been terminated, less the net proceeds, if any, of any reletting of the Premises by the City after such termination, after deducting all of the City's expenses in connection with such recovery of possession or reletting. The City shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and other amounts would have been payable if this Agreement had not been terminated. Alternatively, at the option of the City, the City shall be entitled to accelerate and declare the entire remaining unpaid Rent for the balance of the term to be immediately due and payable. The City shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Agreement, represents the present value of the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the term.

40. The City's rights and remedies set forth herein are cumulative and are in addition to the City's other rights and remedies at law or in equity or otherwise. The City's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy.
41. The City's delay or failure to exercise or enforce any of the City's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies or obligations. The City shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by the City. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver.
42. Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, the City may apply any payment received from Tenant to any payment then due. The City may accept the same without prejudice to the City's right to recover the balance of such sum or to pursue other remedies.

#### **MISCELLANEOUS PROVISIONS**

43. Force Majeure. The performance of all covenants contained here (except for the payment of rent which shall be paid if otherwise provided for herein), shall be postponed and suspended during any such period that performance is prevented by acts of God, accidents, weather and conditions arising from them, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration of existence of a national emergency and attendant conditions, the exercise of paramount power by the federal government, either through the taking of the Premises or the imposition of regulations restricting the conduct of business there, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order of request of any federal, state or local government or any instrumentality or agency, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the City or Tenant.
44. Independence of the Parties. It is understood and agreed that nothing contained herein is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting either party as the agent, representative, or employee of the other party for any purpose. Tenant is and remains an independent contractor with respect to all services performed under this Agreement.

- 45. Notices. Notices required herein shall be hand-delivered or sent via certified mail addressed to the respective addresses first written above. Notices to the City shall be addressed to the attention of the Parks and Recreation Director.
- 46. Nonrecording. Tenant shall not cause or allow this Agreement or any memorandum or disclosure thereof to be recorded or filed in any public land or other public records of any jurisdiction, and any attempt to do so may be treated by the City as a breach of this Agreement.
- 47. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall remain in effect and shall be enforceable to the full extent permitted by law.
- 48. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.
- 49. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is further agreed that the venue for any legal or equitable action between the parties relating to this Agreement shall be in the courts of appropriate jurisdiction in Lee County, Florida.

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

Micah Rerica  
 Witness 1  
Neil Phillips  
 Witness 2

KRISTIN PIMENTEL  
 By: Kristin Pimentel

Attest:  
 By: Dabu Yeloch  
 City Clerk

CITY OF BONITA SPRINGS  
 By: Peter Simmons  
 Mayor Peter Simmons

Approved as to Legal Form: [Signature]  
 City Attorney's Office

**CITY OF BONITA SPRINGS  
RENEWAL OF RIVERSIDE PARK COTTAGE USE AGREEMENTS  
COTTAGE NO. 1**

This Renewal of a lease agreement dated March 25, 2019 is made and entered into this 17<sup>th</sup> day of February 2021 between the CITY OF BONITA SPRINGS, a municipal corporation of the state of Florida ("*lessor*"), and Kristin Pimentel, 15497 Cadiz Lane Naples, FL 34110 ("*lessee*").

WHEREAS, the City and Lessee enter into an agreement for use of a Riverside Park Artist Cottage.

WHEREAS, it is in the public interest to amend the Agreement dated March 25, 2019, attached hereto as Exhibit "A" to continue the services for another one-year period under the same terms and conditions.

NOW, THEREFORE, inconsideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and Lessee hereby agree to extend the Agreement as follows:

1. The recitals as set forth above are incorporated into the terms of this agreement as if set out herein at length.
2. Section V (B), Renewing Terms, is hereby extended in an increment of one year, to March 24, 2022.
3. All of the remaining terms in Exhibit "A", the Agreement, attached hereto, remain the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed Said Agreement is to become effective and operative upon filing with the City Clerk.

Lessee: \_\_\_\_\_  
Print name

By: \_\_\_\_\_  
Sign name

AUTHENTICATION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney's Office

Date filed with City Clerk: \_\_\_\_\_

**AGENDA ITEM SUMMARY**

**REQUESTED MOTION:** Approve the amendment of the lease agreement with Diane Hein and Jennifer Sanders for the use of Artist Cottage #2 for another one-year term.

**MEETING DATE: 2/17/2021**

AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	Nicole Perino Parks and Recreation 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 2006, City Council authorized staff to advertise a Request for Proposals (RFP) for Letters of Interest from artists and other similar type vendors for use of the six (6) historic fishing cottages at Riverside Park behind the Liles Hotels. The letters of interest were reviewed by the Art in Public Places board for the members to rank the six (6) top candidates to begin negotiations for a use agreement of each cottage. Since 2006, we have advertised a request for proposals for any vacant cottage that may be available for use. The intent of leasing the cottages to artists was to create an "artist village" that would enhance arts and culture in the downtown as well as encourage economic development in the area.

Diane Hein and Jennifer Sanders would like to exercise their right to renew for another one-year term under the same terms and conditions. The agreement provides for hours of operation for special events, security, utilities, cancellation of lease, renewal option and insurance requirements. The agreement requires the artist to rent the premises for the sum of \$250.00 per month from October to May and \$150.00 per month from June to September, for the full term of the agreement.

Attachments: Amendment and original agreement

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

**IF YES, WHICH STRATEGIC OBJECTIVE?** #8 Economic Development

**STAFF RECOMMENDATIONS:** Approve the amendment of the lease agreement with Diane Hein and Jennifer Sanders for the use of Artist Cottage #2 for renewal of another one-year term.

**REVIEWED BY:**

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

**COUNCIL ACTION:**

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

**CITY OF BONITA SPRINGS  
RIVERSIDE PARK COTTAGE USE AGREEMENTS  
COTTAGE NO. 2**

This lease agreement is made this 1<sup>st</sup> day of March, 2018, between the CITY OF BONITA SPRINGS, a municipal corporation of the state of Florida ("*lessor*"), and Diane Hein and Jennifer Sanders, 3960 Leeward Passage Ct. #201 Bonita Springs, FL 34134 ("*lessee*").

Lessor is the owner of certain cottage studios located at 27300 Old US 41 Road, Riverside Park, Bonita Springs, FL 34135. It is an objective for city council that for the promotion of Riverside Park that the public is able to observe a "village" of artists and/or craftsmen in a historic area which is undergoing redevelopment activities. Lessor has determined that the lessee is one of the most qualified bidders selected to lease a fishing cottage for a studio.

**Article I. Premises**

Lessor, in consideration of the compensation, covenants, and agreements set forth here to be kept and performed by lessee, leases to lessee upon the conditions subsequently set forth, all of which lessee accepts, Riverside Park Cottage No 2 located at 27300 Old US 41 Road, Bonita Springs, FL 34135.

**Article II. Service to be Performed by Lessor**

- A. Lessor shall maintain and make all exterior and structural repairs (not made necessary by fault of lessee) to the demised premises, and maintain and repair all heating, ventilating and air-conditioning equipment, all wires, pipes, conduits and other equipment or facilities for supplying heat, light, power, hot and cold water services to the premises, all drainage and waste pipes or facilities leading from the premises, and those portions of all utility lines supplying the premises which are located outside the premises (unless the utility lines are maintained or repaired by utility companies). The provisions of this paragraph shall be complied with by lessor when necessary from time to time, but lessor shall not be liable to lessee for damages or for abatement in rent on account of lessor's failure to perform the work required of lessor under this lease. The provisions of this paragraph shall not apply to any of the installations that may be installed by lessee as subsequently provided.
- B. Lessor will furnish adequate electricity, air-conditioning, water and all utilities; Lessee responsible for its telephone and high speed internet connections and/or DSL connections.
- C. Lessor will furnish its security system for the grounds (G4S Security Surveillance) and provide individual locks for each unit. Any additional security costs to be born by Lessee on a prorata share.
- D. Lessor will not furnish janitorial service, nor janitor material or supplies for the leased premises.

### **Article III. Services to be Performed by Lessee**

- A. Type of Operation. Lessee shall operate the studio in a first-class manner, in accordance with the highest standards for art studios, in furtherance of education the public on their particular field.
- B. Personnel. Lessee's employees shall be clean, courteous, and neat in appearance. Lessee shall not employ any person who will violate any discrimination terms of this lease.
- C. Hours of Operation. The Lessee will decide when it is advantageous to having the studio open for public view. The only mandated hours of operation are to be open for business during organized special events. City will provide thirty (30) days notice of any mandated special events. Other hours of operation to be determined by Lessee.
- D. Cleanliness, Trash, Etc. Lessee shall maintain the demised areas in a clean, neat and sanitary condition, maintaining adequate and suitable receptacles for trash and refuse within the cottage. Lessee shall empty trash and refuse receptacles in the dumpster as designated by the Parks and Recreation Director or designee.
- E. Operation. Lessee shall bear at lessee's own expense all costs of operating the studio, and shall pay in addition to rental all other costs connected with the use of the premises including maintenance (except building structure, outside wall and roof), insurance, any taxes, janitor service and supplies, and shall pay for all permits and licenses required by law.  
LESSEE MAY ONLY USE TURPENOID AS THE CHEMICAL FOR THINNER, TURPENTINE, ETC., UNLESS OTHERWISE AGREED UPON NON-FLAMMABLE CHEMICALS.
- F. Maintenance and Inspection. Lessee shall allow lessor, its employees, or representatives, ingress and egress to the purpose of inspecting them and for the purpose of maintaining, altering, or adding to them in any manner. Lessor shall not be liable for any loss in business or damages of any nature to lessee occasioned by the performance of the work.
- G. Prices. Lessee shall charge its customers prices for the various services performed, which are equal to the prices paid for like services in the southwest Florida area. Lessee agrees to furnish services connected with lessee's business on a fair, equal and nondiscriminatory basis, to all customers or users.

### **Article IV. Alterations and Maintenance**

- A. Alterations, Additions or Replacements. Lessee shall make no alterations, additions or replacements without obtaining the Parks and Recreation Director's written approval in advance. Lessee shall obtain prior approval from the Parks and Recreation Director before installing, at its own expense, any equipment that requires new electrical or plumbing

connections or changes in those installed on the premises. Any alterations, additions or replacements of leasehold improvements shall become part of the realty and unless removed during the course of the lease with alterations approved by the Parks and Recreation Director, upon termination of this agreement by time or otherwise shall be left by the lessee on the premises in good condition, normal wear and tear excepted.

- B. Maintenance. Lessee agrees to maintain its premises in good order and repair including all trade fixtures and equipment, furnishings, utility services, connections on the demised premises, mechanical and electrical rearrangements installed by lessee, janitorial and custodian services, painting and decorating of the interior of the demised premises (subject to approval of the Parks and Recreation Director) and all other related services necessary to maintain the demised premises in a good, safe and sanitary condition during the term of this agreement. In the event that the premises shall not be kept by lessee as required here, lessor may enter the premises, without such entering causing or constituting a termination of this lease or an interference with the possession of the demised premises by lessee, and may cure the default of lessee. Should that event occur, lessee agrees to pay lessor in addition to the rent reserved all reasonable costs and expenses incurred by lessor in curing the default. Maintenance shall be at lessee's sole expense and will be subject to general inspection by lessor to insure a continuing quality of maintenance, health, and safety standards established by lessor for tenants.

#### **Article V. Term**

The term of this agreement shall be for a period of one (1) year commencing on March 1, 2018 the date of approval of the authorizing resolution by the city council of the City of Bonita Springs, and ending on February 28, 2019, unless otherwise terminated or extended, as provided in this lease agreement.

#### **Article VI. Rent, Renewing Terms and Holding Over**

- A. Rental: Lessee agrees to pay to lessor as rent for the premises the sum of \$250.00 dollars per month from October to May and \$150.00 per month from June to September, for the full term, commencing on March 1, 2018 and due and payable on the 1<sup>st</sup> of each month, for the first year.
- B. Renewing Terms: If the City of Bonita Springs and Lessee agree to renew the lease, and the Lease is still in full force and effect, Lessee shall have three (3) one (1) year options of lease renewal provided Lessee is not, at the date of such election, in default hereunder of such a nature as would allow Lessor to terminate the Lease, and further, written notice of the election of such option shall be sent to Lessor not less than three (3) months prior to the expiration of the then current term (original or extended). If said option is duly exercised by Lessee, the term of the Lease shall be automatically extended for the period of the next ensuing option, without requirement of any further instrument, upon all of the same terms, provisions, and conditions set forth in this Lease, with the Rent adjusted as follows:

1. A percentage increase based on the Producer Price Index (Private Nonfarm Business, or its successors, (Base Year 2000 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") AND
  2. Payment of utility charges, if determined in the best interest of City Council.
- C. Holding Over. In the event that lessee holds over and remains in possession of the premises leased after the expiration of this lease without any written renewal of that lease, that holding over shall not be deemed to operate as a renewal or extension of this lease but shall only create a tenancy from month to month that may be terminated at any time by lessor.

### **Article VII. Cancellation**

This agreement shall be subject to cancellation by the lessee in the event of any one or more of the following events:

- A. The permanent abandonment of Riverside Park facility.
- B. The lawful assumption by the United States Government, or its authorized agency, of the operation, control or use of the park, or any of its substantial part or parts, in a manner as to restrict lessee substantially, for a period of at least ninety (90) days, from operating there.
- C. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the studio or the park, and remaining in force of the injunction for a period of at least ninety (90) days.
- D. The default by the lessor in the performance of any covenant or agreement required to be performed here by the lessor and the failure of the lessor to remedy that default for a period of ten (10) days after receipt from lessee of written notice to remedy that default.
- E. Upon ninety (90) days written notice by Lessee.

### **Article VIII. Property Rights Upon Termination**

- A. Upon the termination of this lease by lapse of time or otherwise, except for lessee's default, lessee shall have the right (subject only to the preemption subsequently stated) and on direction from lessor shall be obliged to remove all equipment and fixtures and personal property installed or located within the demised premises by lessee (but not pipes, conduit, and wiring that lessee may have installed and that may be affixed to or imbedded in walls, ceilings or floors), and whether or not that equipment shall be deemed real or personal. Lessee shall have a reasonable time, not to exceed thirty (30) days, to remove that equipment and fixtures and personal property and shall within those thirty (30) days restore the premises to the condition in which they were when originally delivered to lessee, ordinary wear and tear excepted. Lessee shall be deemed to have abandoned to lessor any of the equipment and fixtures and personal property which it has

failed to remove from the demised premises within those thirty (30) days, unless lessor grants a further period in writing for this purpose.

- B. Upon the termination of this lease, through passage of time or otherwise, it is mutually agreed that lessee shall have no further right, title or interest in or to any of the leasehold improvements installed by it under this lease.

#### **Article IX. Damage or Destruction of Premises**

If the premises leased to lessee are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the premises shall be repaired with due diligence by lessor at its own cost and expense. If damage shall be so extensive as to render such premises untenable, but capable of being repaired in ninety (90) days, the premises shall be repaired with due diligence by lessor at its own cost and expense, and the rent payable shall be proportionately paid up to the time of damage and then cease until the premises are fully restored. In the event that the premises are completely destroyed by fire, explosion, the elements, the public enemy or other casualty, or so damaged that they will remain untenable for more than ninety (90) days, the lessor shall be under no obligation to repair and reconstruct the premises, and rent payable shall be proportionately paid up to the time of damage or destruction and shall then cease until the premises may be fully restored. If within four months after the time of damage or destruction the premises shall not have been repaired or reconstructed, lessee may give the lessor written notice of its intention to cancel the agreement in its entirety as of the date of the damage or destruction.

#### **Article X. Insurance**

- A. Fire Insurance. Lessee shall procure and keep in force fire and extend coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to their full insurable value and shall furnish the city comptroller with evidence that coverage has been procured and is being maintained in full force.
- B. Workers' Compensation Insurance. The lessee shall insure to lessee's employees or their beneficiaries workers' compensation as required by statute in the state of Florida. Lessee shall indemnify the lessor from all claims, judgments, awards and costs that may arise against the lessor by reason of occupational disease, accidental injuries or death suffered by any of the lessee's employees in and about the performance of their work under the laws of the state of Florida to insure the liabilities specified in this paragraph.
- C. Liability Insurance. Lessee shall maintain with insurance underwriters satisfactory to the lessor a standard form policy or policies of insurance in such amounts as may from time to time be approved by the lessor protecting both the lessee and the lessor against public liability, products liability and property damage. Lessee shall promptly, after the execution of this agreement, furnish such policy or policies for property damage growing out of any one accident or other cause in a sum of not less than three hundred thousand dollars (\$300,000.00); for personal injuries/death growing out of any one accident or other cause with liability of not less than three hundred thousand dollars (\$300,000.00), the coverage to

include products liability. It is understood that the specified amounts of insurance in no way limits the liability of lessee and that lessee shall carry insurance in amounts so as to indemnify the lessor from all claims, suits, demands and actions. Lessee shall furnish a certificate from the insurance carrier or carriers showing insurance to be in full force during the term of this contract, or shall deposit copies of the policies that give this coverage with the city clerk.

#### **Article XI. Indemnity**

The lessee agrees to defend and indemnify the lessor from all fines, suits, claims, demands and actions of any kind by reason of any of its operations under this agreement and agrees to assume all the risk in the operation of its business and shall be solely responsible and answerable in damages for any accidents or injuries to persons or property.

#### **Article XII. Inspection**

The lessee shall allow the lessor's authorized representative access to the demised at all reasonable hours, for the purpose of examining and inspecting the premises, for the purpose necessary or connected with the performance of its obligations here, or in the exercise of its governmental functions.

#### **Article XIII. Ingress and Egress**

The lessee, lessee's agents and servants, patrons and invites, and lessee's supplies of service and furnishers of materials shall have the right of ingress to and egress from the premises leased exclusively to the lessee; without the prior approval of the Parks and Recreation Director.

#### **Article XIV. Assignment and Subletting**

The Lessee shall not assign, transfer, sublease pledge, surrender, or otherwise encumber or dispose of this lease or permit any other person(s), company or corporation to occupy the premises, without first obtaining the written consent of the City Council and the Parks and Recreation Director.

#### **Article XV. Signs**

Lessee shall not erect, install, operate nor cause nor permit to be erected, installed or operated in or upon the premises or the building, any signs or other similar advertising device without first obtained the Parks and Recreation Director's written consent.

## **Article XVI. Redelivery**

Lessee will make no unlawful or offensive use of the premises and will at the expiration of the term of the lease or upon any sooner termination of it, without notice, quit and deliver up the premises to lessor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear expected as they now are or may later be placed by lessee or lessor.

## **Article XVII. Nondiscrimination**

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age sex or national origin.

## **Article XVIII. Nonwaiver**

Any waiver or any breach of covenants contained here to be kept and performed by lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent lessor from declaring a forfeiture of any succeeding breach either of the same condition or covenant or otherwise.

## **Article XIX. Default and Judgment**

If lessee vacates or abandons the premises, or any part of the premises, or permits them to remain vacant or unoccupied, or in case of the nonpayment of the reserved rent and charges, or any part of them, or of the breach of any covenant contained in this agreement, lessee's right to the possession of the premises then shall terminate, with or without any notice or demand, and the mere retention of possession after by lessee shall constitute a forcible detainer of the premises, and, if the lessor so elects, this agreement shall then terminate and upon the termination of lessee's right of possession, whether this agreement be terminated or not, lessee agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises, and lessee grants to lessor full and free license to enter the premises, or any part of them, top take possession without process of law and to expel and remove lessee, or any other person who may be occupying the premises, or any part of them and lessor may use force expelling and removing lessee and others as may reasonably be necessary and lessor may repossess itself of the premises as of its former state, but that entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due, nor a waiver of any covenant, agreement or promise in the agreement, to be performed by lessee.

Lessee waives all notice of any election made by lessor under this agreement, demand for rent, notice to quit, demand for possession, and any notices and demands, f any nature, which may be required by any statue of this state relating to forcible entry and detainer, or to leer and lessee, or any

other statute, or by the common law during the term of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach by lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of lessor's right to act without notice or demand or of any right given to lessor, or as an election not to proceed under the provisions of this agreement.

If default is made in the payment of the rent, or other charges reserved here, or of any installment of them, as provided, lessee does irrevocably constitute any attorney of any court of record in this state, attorney for it and in its name, from time to time, to waive the issuance of process and service and trial by jury, to confess judgment in favor of lessor and against lessee for the amount of rent that may then be due, by virtue of the terms here, or of any extensions or renewals, or by virtue of any holdover after the termination, and which may be in default, together with the costs of those proceedings and for the purposes to file in the cause, and to make an agreement, waiving and releasing all errors that may intervene in any proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon the judgment, and lessee confirms all that the attorney may lawfully do here. Lessor shall have a first lien on lessee's interest here, and on lessee's property now or after located in the premises, or elsewhere, to secure the payment of all moneys due here, which lien may be foreclosed in equity and in case of any foreclosure proceeding, a receiver shall be appointed to take possession of the premises and property and relet the premises under court order.

The obligation of lessee to pay the rent reserved during the balance of the term, or during any extension, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph be deemed to be waived or terminated by the service of any ten-day notice, other notice to collect, demand for possession, or notice that the tenancy created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in the action, or any other act or acts resulting in the termination of lessee's right to possession of the premises. The lessor may collect and receive any rent due from lessee and payment or receipts shall not waive or affect any notice, demand, suit or judgment, or in any manner waive, affect, change modify or alter any rights or remedies that lessor may have.

Lessee shall pay and discharge all costs, expenses and attorney fees that shall be incurred and expended by lessor in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies created are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to use of another.

#### **Article XX. Independence of Agreement**

It is understood and agreed that nothing contained here is intended or should be construed as anyway creating or establishing the relationship of copartners between the parties, or as constituting either party as the agent, representative or employee of the other party, for any purpose or in any manner. Lessee is and remains an independent contractor with respect to all services performed under this lease.

## **Article XXI. Rules, Regulations, Laws, Ordinances and Licenses**

Lessor shall adopt and enforce reasonable rules and regulations with respect to the use of the building and related facilities, which lessee agrees to observe and obey. Lessee shall observe and obey all laws, ordinances, regulations and rules of the federal, state and county and municipal governments that may be applicable to its operations. Lessee shall obtain and maintain all permits and licenses necessary for its operations.

## **Article XXII. Force Majeure**

The performance of all covenants contained here (except for the payment of rent which shall be paid as and when provided in Article VI of this lease), shall be postponed and suspended during that period as that performance is prevented by acts of God, accidents, weather and conditions arising from them, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration of existence of a national emergency and attendant conditions, the exercise of paramount power by the federal government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business there, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order of request of any federal, state or local government or any instrumentality or agency, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the lessor or lessee.

## **Article XXIII. Notices**

Notices to lessor provided for here shall be sufficient if hand delivered or sent by registered mail, postage-prepaid, addressed to Parks and Recreation Director, 9101 Bonita Beach Road, Bonita Springs, FL 34135, and notices to lessee, if hand delivered or sent by registered mail, postage-prepaid, addressed to Diane Hein and Jennifer Sanders, 3960 Leeward Passage Ct. #201 Bonita Springs, FL 34134, or to any other address as the parties may designate to each other in writing from time to time.

## **Article XXIV. Paragraph Headings**

The paragraph headings contained here are for convenience in reference and are not intended to define or limit the scope of any provision of this lease.

## **Article XXV. Invalid Provisions**

In the event that any covenant, condition or provision contained here is held to be invalid by any court of competent jurisdiction the invalidity of any covenant, condition or provision shall in no

way affect any other covenant, condition or provision contained here, provided that the invalidity of the covenant, obligations contained in the valid covenants, conditions or provisions of this lease.

**Article XXVI. Nonrecording**

In the event that this agreement, or any copy of it, or any statement, paper or affidavit, in any way or manner referring to it, is filed in the office of the recorder of deeds of Lee County, Florida or in any other public office be lessee or its agent during this term, this agreement and each and every provision of it shall, at the option of the lessor, be and become absolutely void, and lessor may declare that filing as a breach of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed Said Agreement is to become effective and operative with the fixing of the last signature hereto.

[Signature]  
Witness No. 1

Lessee: [Signature]  
Diane Hein

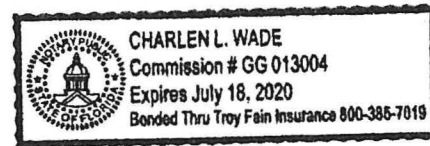
[Signature]  
Witness No. 2

Lessee: [Signature]  
Jennifer Sanders

STATE OF FLORIDA  
COUNTY OF Lee }

The foregoing instrument was acknowledged before me this 05 day of March, 2018, by Diane Hein. She is personally known to me or has produced driver's License as identification.

[Signature]



Notary Public

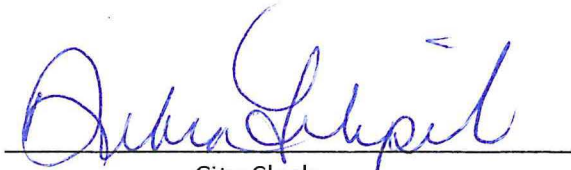
Charlen Wade

(Print Name)  
My Commission Expires: 7/18/2020

AUTHENTICATION:

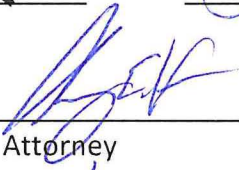
  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

  
City Attorney

Date filled with City Clerk: 2/22/18

**CITY OF BONITA SPRINGS  
RENEWAL OF RIVERSIDE PARK COTTAGE USE AGREEMENTS  
COTTAGE NO. 2**

This Renewal of a lease agreement dated March 1, 2018 is made and entered into this 17<sup>th</sup> day of February 2021 between the CITY OF BONITA SPRINGS, a municipal corporation of the state of Florida ("*lessor*"), and Diane Hein and Jennifer Sanders, 3960 Leeward Passage Ct. #201 Bonita Springs, FL 34134 ("*lessee*").

WHEREAS, the City and Lessee enter into an agreement for use of a Riverside Park Artist Cottage.

WHEREAS, it is in the public interest to amend the Agreement dated March 1, 2018, attached hereto as Exhibit "A" to continue the services for another one-year period under the same terms and conditions.

NOW, THEREFORE, inconsideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and Lessee hereby agree to extend the Agreement as follows:

1. The recitals as set forth above are incorporated into the terms of this agreement as if set out herein at length.
2. Section V (B), Renewing Terms, is hereby extended in an increment of one year, to February 28, 2022.
3. All of the remaining terms in Exhibit "A", the Agreement, attached hereto, remain the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed Said Agreement is to become effective and operative upon filing with the City Clerk.

Lessee: \_\_\_\_\_  
Print name

By: \_\_\_\_\_  
Sign name

AUTHENTICATION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney's Office

Date filed with City Clerk: \_\_\_\_\_

**AGENDA ITEM SUMMARY**

**REQUESTED MOTION:** Authorize staff to advertise RFP for Letters of Interest from Artists and other similar type vendors for use of Artist Cottage #3 at Riverside Park.

**MEETING DATE: 2/17/2021**

<b>AGENDA:</b>		<b>REQUIREMENT/PURPOSE: (Specify)</b>		<b>REQUESTOR OF INFORMATION:</b>
<input type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE	Nicole Perino Parks and Recreation 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:**

On May 4, 2021, the current use agreement for Artist Cottage #3 is set to expire. The current tenant has exhausted all renewals based on their current agreement, which provided for an initial term of one year and five options for renewal. The tenant was also given an additional one-year extension for construction downtown and a two-year extension due to Hurricane Irma, both of which interfered with access to the cottages.

On November 4, 2020, Council granted an extension to Victor Darai, the current Cottage #3 tenant, in order to allow them to remain in the cottage until the end of season after which would require an RFP for Letters of Interest. This extension allowed the current tenant to re-open the cottage to the public since the reinstatement of events at Riverside Park. The current tenant will have the ability to submit a Letter of Interest for the new RFP. Once advertised and Letters of Interest are submitted, the Art in Public Places Board will review the submissions and provide a ranking of the top three submissions and provide a recommendation to City Council.

Attachment: Draft RFP

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

**IF YES, WHICH STRATEGIC OBJECTIVE?** #8 Economic Development

**STAFF RECOMMENDATIONS:** Authorize staff to advertise RFP for Letters of Interest from Artist and similar type vendors for use of Artist Cottage #3 in Riverside Park.

**REVIEWED BY:**

**City Manager:**                              **Arleen Hunter**          

**City Attorney:**                          **Derek Rooney**          

**City Clerk:**                               **Debra Filipek**          

**Department Director:**                 **Nicole Perino**          

**COUNCIL ACTION:**

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

**CITY OF BONITA SPRINGS  
REQUEST FOR LETTERS OF INTEREST FOR  
RIVERSIDE PARK COTTAGE USE AGREEMENT  
RFP 21-**

The City of Bonita Springs is continuously seeking proposals for artists and other similar type vendors who seek to use City space in one (1) of the historic and recently refurbished fishing cottages located at Riverside Park, 27300 Old U.S. 41, Bonita Springs, FL 34135. The fishing cottages are 12' x 26' (312 sq. ft.) and are equipped with air conditioning, electric and water (to be included in the monthly fee for use). Bathroom access will be the same as public. The cottage will be filled on an ongoing basis when there is a vacancy from proposers who have submitted to this proposal.

It is the intent of the City to enter into Use Agreements with artists and other similar type vendors for use of the cottages. The City is interested in the public being able to observe a "village" of artists and/or craftsmen in a historic area which is undergoing redevelopment activities. Vendors will be required to be open for business during City organized special events. Other hours of operation to be determined by vendor.

The City sets the monthly fee for annual terms, to be determined by City Council based on fair market value of the space. A copy of the current rate is available from the Parks and Recreation Director, serving as the City's representative. City Council is not interested in selling any of the cottages.

If you are an artist or other vendors interested in leasing one of the cottages, please send the City of Bonita Springs a Letter of Interest in the following format:

- Letter of Interest shall be sealed, submitted and plainly marked on the outside of the envelope RFP 21- LETTER OF INTEREST: RIVERSIDE PARK COTTAGE USE AGREEMENT.
- Vendors should submit the proposal on or before Thursday March 18, 2021 to Debbie Filipek, City Clerk, City of Bonita Springs, Bonita Springs Recreation Center, 26740 Pine Ave, Bonita Springs, Florida 34135.
- Any Letters of Interest received after the specified time will not be considered
- Faxed documents will not be accepted. Letters of Interest should be on 8½" x 11" page paper, not to exceed ten (10) pages. Paper should be white, so that photographs and text are easily reproducible.
- Vendors are expected to fully inform themselves as to the requirements in the Standard Instructions in this Letter of Interest.
- All questions pertaining to this Request for Proposals must be submitted in writing by email at [Nicole.perino@cityofbonitasprings.org](mailto:Nicole.perino@cityofbonitasprings.org) or by mail to the attention of Nicole Perino, Parks and Recreation Director, City of Bonita Springs, Bonita Springs Recreation Center, 26740 Pine Ave, Bonita Springs, FL 34135.

**Standard Instructions**

1. LOI will be evaluated to determine which Vendors are most appropriate based on the City of Bonita Springs having an area for the public to be able to observe a "village" of artists and/or craftsmen in the park. If all of the requested information is not provided in the Proposal, the Proposal may be deemed non-responsive and may be eliminated from further consideration. Therefore, the information outlined below must be provided on 8½" x 11" page paper, not to exceed ten (10) pages (single sided) in length:
  - a. Description of type of vendor and/or concession;
  - b. Type of Business – Sole Proprietor, Partnership, Corporation, etc.;
  - c. Discussion of past vendor/work related experience;
  - d. A description of the type of art, craft, etc. that the vendor is proposing to demonstrate and potentially sell in the cottage.
  - e. If you will be using a kiln, please give a description of the kiln including its components and type.
  - f. A commitment and financial capability to pay the monthly fee of \$300 per month September – May and \$200 per month June - August to use the cottage with a possible increase based on market rate or inflation index each year.
  - g. A timetable of when the Vendor can commence operations at the Cottage.
  - h. Any chemicals or mechanical components which may be hazardous, flammable or otherwise dangerous to the public.
  - i. Qualifications and experience of outside Vendors or sub-Vendors regularly engaged by the Vendors under consideration;
  - j. Proof of payment of Lee County Business Tax Receipt (formerly occupational license tax) if available or statement of intent to obtain;
  - k. Proposal for duration of lease including but not limited to requested duration – full time, part time, weekend, seasonal, and commitment to work the special events
  - l. Any additional information provided by the Vendor which demonstrates nature of the proposal.
  - m. Current tenant of the artist cottage will be given additional consideration based on their prior performance as a tenant.
2. All questions pertaining to this Request for Proposals must be submitted in writing by email at [Nicole.perino@cityofbonitasprings.org](mailto:Nicole.perino@cityofbonitasprings.org) or by mail to the attention of Nicole Perino, Parks and Recreation Director, City of Bonita Springs, Bonita Springs Recreation Center, 26740 Pine Ave, Bonita Springs, FL 34135.
3. Vendors are expected to fully inform themselves as to the requirements of the Letter of Interest (LOI). Failure to do so will be at their own risk. A vendor shall not expect to secure relief on the plea of error or lateness. Any LOI not containing all material information requested herein may be rejected at the City's sole discretion. However, the City

reserves the right to request any omitted information from any Vendors or to clarify any information submitted. The Vendor agrees that the submission of the LOI represents the Vendor's acceptance of the terms and conditions as set forth in this request for LOI.

4. The City is not responsible for any expenses incurred in preparing and submitting a LOI or taking any action in the selection process or for the cost of any services performed by any firm prior to the execution of a contract with the City.
5. The City reserves the right to reject any and all Letters of Interest, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such terms it deems to be in the best interests of the City.
6. UNDER NO CIRCUMSTANCES SHOULD ANY PROSPECTIVE VENDORS, OR ANYONE ACTING FOR OR ON BEHALF OF A PROSPECTIVE VENDOR. SEEK TO INFLUENCE OR GAIN THE SUPPORT OF ANY MEMBER OF THE CITY COUNCIL OR THE CITY STAFF FAVORABLE TO THE INTEREST OF ANY PROSPECTIVE VENDORS. LIKEWISE, CONTACT WITH THE CITY COUNCIL OR CITY STAFF AGAINST THE INTERESTS OF OTHER PROSPECTIVE VENDORS IS PROHIBITED. ANY SUCH ACTIVITIES MAY RESULT IN EXCLUSION OF THE PROSPECTIVE VENDOR FROM CONSIDERATION BY THE CITY.
7. Use Agreements will be awarded to a Vendor(s) for the use of one (1) cottage. The vendor will be required to maintain appropriate insurance (including professional liability insurance). The City of Bonita Springs shall be named as additional insured and be provided thirty (30) day prior written notice of any material change or cancellation of policies. Evidence of such coverage must be provided to the City of Bonita Springs prior to award of the agreement. All contracts and agreements will contain a hold harmless clause for the protection of the City of Bonita Springs.
8. Responses should be prepared simply and economically, and should provide straightforward and concise responses, which satisfy the requirements of this Request for Letters of Interest. Emphasis should be placed on the completeness and clarity of the content. The City of Bonita Springs shall not be liable for any expenses incurred in the preparation or presentation of the responses.
9. Federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall apply. Lack of knowledge by the Vendors is no cause for relief from responsibility. Vendors are to be in full compliance with the following laws, specifically including, but not limited to: 1) Conflict of Interest; 2) City of Bonita Springs; 3) Government-in-the-Sunshine Laws; 4) Florida Public Records Law; 5) State of Florida Rules and Regulations; and, 7) ADA Rules and Regulations.

**10. PUBLIC RECORDS - RESPONSES TO THIS RFP ARE PUBLIC RECORDS AVAILABLE FOR INSPECTION BY THE PUBLIC PURSUANT TO FLORIDA STATUTES §119.07.**

11. The City of Bonita Springs shall not be responsible for delays caused by the United States Postal Service, overnight express mail services, or for delays caused by any other occurrence.
12. The issuance of this RFP constitutes only an invitation to present Letters of Interests. The City of Bonita Springs reserves the right to determine, in its sole discretion, whether any aspect of the response satisfactorily meets the criteria established in the RFP, the right to seek additional information and/or clarification from any firm submitting a response, the right to negotiate with any firms or individuals submitting a response, and the right to reject any or all responses with or without cause.
13. In the event that the RFP is withdrawn by the City of Bonita Springs for any reason including, but not limited to, the failure of any of those things or events set forth herein to occur, the City of Bonita Springs shall have no liability for any costs or expenses incurred in connection with this RFP or otherwise.

**Vendors Evaluation**

1. All submitted LOIs will be reviewed by the Bonita Springs Art in Public Places Board (APPB) based on the information received. Based on this review, the APPB will identify the names of the most qualified vendors, by ranking, for City Council concurrence and acceptance.
2. Prior to ranking, the APPB may request the vendors to give an oral presentation. The vendor will be notified of the time and place of oral presentations. ORAL PRESENTATIONS MAY BE WAIVED BY THE APPB. If no oral presentations are requested, the APPB selection shall be based on the LOI submitted. If oral presentations are conducted, the vendors may be questioned by the APPB and City staff during the oral presentations.
3. The City reserves the right to reject any and all Letters of Interest.
4. Only those Vendors submitting Letters of Interest including all pertinent information as requested and which meet the requirements herein will be considered for Use Agreements, with the City filling vacancies on a space available basis.

**AGENDA ITEM SUMMARY**

**REQUESTED MOTION:** Presentation by Waldrop Engineering on the Bonita Springs Community Park Baseball Complex Phase 1 construction completion.

**MEETING DATE: 2/17/2021**

<b>AGENDA:</b>		<b>REQUIREMENT/PURPOSE: (Specify)</b>		<b>REQUESTOR OF INFORMATION:</b>
<input checked="" type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE	Nicole Perino Parks and Recreation 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 type="checkbox"/>	CITY MANAGER ITEMS			

**BACKGROUND:**

On May 15, 2019, City Council approved a proposal from Waldrop Engineering for the City of Bonita Springs Community Park Baseball Complex Master Plan Phase I project., which produced a schematic master plan, a final site plan, and Phase 1 construction documents, including a public input meeting.

Phase I of this project completed construction to repair ADA compliant issues, stormwater improvements, upgraded pedestrian hardscaping and landscaping.

Waldrop Engineering will be presenting on the final completion of Phase I. Additionally, staff has asked for a proposal outlining Phase II, which is attached for Council's review. Should Council wish to move forward with Phase II, staff will bring forward a budget transfer at the next Council meeting in order to maintain scheduling coordination with the Little League's season,

Attachment: Phase II Proposal

**IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE?**  **YES**     **NO**  
**IF YES, WHICH STRATEGIC OBJECTIVE?** 5) Community Aesthetics

**STAFF RECOMMENDATIONS:** Receive presentation and provide direction to staff.

**REVIEWED BY:**

**City Manager:**                    Arleen Hunter

**City Attorney:**                Derek Rooney

**City Clerk:**                     Debra Filipek

**Department Director:**       Nicole Perino

**COUNCIL ACTION:**

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

## WORK ORDER FOR CONSULTANT SERVICES

**PROJECT NAME: Bonita Community Park Baseball Complex – Phase 2 Construction Documents**  
**Waldrop Job# 0969-300-06**

**DATE: 2020-12-10**

### PROJECT INFORMATION & ASSUMPTIONS

The “Project” consists of landscape architecture services for all areas of the project site as described herein. Services will provide for design and documentation of hardscape, landscape, irrigation, and furnishings, per the attached scope (Exhibit 1).

The following assumptions, and the terms, conditions, and provisions of the agreement for services between Waldrop Engineering, PA (consultant) and the City of Bonita Springs (City), are based on the Schematic Master Plan previously provided by the consultant and program directives provided by the City, and on public records, information, and data obtained independently by the consultant.

Any changes in program and phase configurations may require additional fees.

- Scope of Services and Fees are based on one complete set of design, permit, & construction documents for exterior improvements to the site plan and phase noted. If the City revises the pre-defined site program or site plan, fees may be adjusted accordingly. Exhibit 1 is attached to and made part of this agreement.
- The project construction schedule is to be determined, and shall be proposed and agreed upon, at the time of execution of this agreement, by both parties.
- The Project is within an approved SFWMD permit or will be permitted within the existing district permit. Surface water management design, modeling, or permitting is not included in this proposal.
- The site has been previously cleared and filled; no wetland impacts are anticipated.
- The Project will be permitted through the Development Order process (DO), and the Consultant will support those efforts with the scope herein defined.
- The zoning for this Project is consistent with the Project's proposed uses, and all proposed Project improvements are acceptable under the current entitlements.
- All existing utilities necessary to address the Project are available at the Project areas herein defined.
- No water use permitting is required for the source of irrigation water for the Project.
- Scope of Services does not include conceptual improvements outside the Project boundaries unless otherwise noted below.
- All sleeving shown herein will represent features within the scope of this contract.
- The Survey provided by the CONSULTANT’S surveyor will provide the needed data to execute Phase 2. Refer to Exhibit 2 for the limits of the survey provided. The survey shall be limited to; site boundary, existing topo, design grades, utilities and other infrastructure, and all other feature layouts, existing conditions, and geometry within the designated area necessary to service Phase 2.

## SCOPE OF SERVICES

### I. PHASE 1 AS-BUILT SURVEY & PLANS

The consultant will coordinate the survey process provided by the consultant's surveyor to provide an as-built survey base and plans of all work performed in the Phase 1 construction documents. The scope of the survey provided is depicted by the attached proposal and as illustrated (Exhibit 2).

### II. PHASE 2 EXISTING CONDITIONS SURVEY

The consultant will coordinate the survey process and final base file data provided by the consultant's surveyor to provide necessary survey data for the creation of the Phase 2 base file. The scope of the survey provided is depicted by the attached proposal and as illustrated (Exhibit 2).

### III. PHASE 2 DOCUMENTS

#### **A. Design Development / 60% Construction Documents / Opinion of Probable Costs:**

The consultant will expedite the design and construction documentation process by working the Phase 2 program into a refined design and 60% level of construction documentation. The documents prepared will include all the proposed Phase 2 elements in plan sheet form, complete with general depictions of materials and quantities. The consultant will prepare the initial Opinion of Probable Costs.

#### **B. Team Meeting / Stakeholders Meeting / City Council Presentation:**

The consultant will meet one time with the City to review the Final Design and Cost Estimates.

Subsequent to this meeting, the consultant will attend a Team Meeting organized by the City with the relevant Stakeholders effected by the improvements proposed for Phase 2. The consultant will provide and present the information in effort to communicate the design intent and to receive their feedback.

The consultant will attend and present as needed the Phase 2 Final Design and Program proposed to City Council to receive their feedback.

#### **C. Final Design / 90% Construction Documents / Revised Opinion of Probable Cost:**

In response to the task III.B meetings, the consultant will prepare the final design for the project. The final designs will be in the form of 90% Construction Documents and will be complete with construction details, layout, material quantities, and specifications. The consultant will also prepare a refined Opinion of Probable Costs.

#### **D. Team Meeting:**

The consultant will meet one time with the City to review and receive comments on the Final Design and refined Opinion of Probable Costs.

#### **E. Development Order Submittal:**

The consultant will prepare the necessary application and documents and submit to the City for formal permit review and approval of the improvements proposed for Phase 2. The consultant will revise the drawings in accordance to any requests for additional information that may occur in the process to the satisfaction of the City of Bonita Springs.

#### **F. Final 100% Construction Documents:**

The consultant will prepare the final construction documents for the Phase 2 improvements including; landscape, hardscape, grading, furnishings, and irrigation elements. Documents will be in completed form in effort to secure any required building permits submitted for by others and competitive bids for construction of the work depicted.

#### **IV. BIDDING & CONSTRUCTION SERVICES**

##### **A. Bidding Services / Bid Tabulations & Analysis:**

The consultant will prepare bid packages of phase 2 as outlined by the final construction documents. The consultant will review and assist responding contractor RFIs prior to the submission of bids. The consultant will analyze the bids submitted for compliance with the scope of services specified and will provide a recommendation of the most qualified bidder to the city.

##### **B. Services During Construction:**

- Attend meetings as requested by City, and/or as needed to properly execute design concept in the field.
- Conduct site walk-throughs with City for work designed by Waldrop Engineering as requested. Landscape Architect shall be notified 24 hours in advance of all site visits and 48 hours in advance of construction meetings.
- Review vendor and contractor RFI's and/or shop drawings for specified items defined within this scope.
- Miscellaneous take-offs requested by City and Contractors.
- Review all materials for adherence to material specifications as prepared and as bid, prior to plant material installation. All deficient materials installed prior to LA review will be subject to replacement at the cost of the Contractor.
- Field-locate Trees / Palms / Specimens and paint bed lines as needed. Landscape Architect shall be notified 48 hours in advance of all site visits for material review or flagging needs.
- Field visits during construction as required coordinating construction issues with Project Team.
- Conduct final walk-through and prepare final punch list for work designed by Waldrop Engineering.
- Coordinate final acceptance with City for work designed by Waldrop Engineering.

#### **V. REIMBURSABLE EXPENSES**

Expenses for blueprints, reproduction services, overnight delivery, courier service, and other Project related charges will be billed at cost plus 10%.

#### **EXCLUDED SERVICES**

The professional services to be provided by Waldrop Engineering are limited to those described in the Scope of Services. All other services are specifically excluded (unless provided by a sub-consultant), including, but not limited to the following items:

Environmental Services	Off-Site Improvement Design or Permitting
Geotechnical Engineering	Construction/Building Permitting
Hydrological Services	Structural Engineering Services
Hydraulic Engineering (Swimming Pool) Detailing	Construction Signage, MOT, SWPPP, Etc.

**PROFESSIONAL SERVICE FEES**

The SCOPE OF SERVICES will be provided based on the following fee structure:

ITEM	DESCRIPTION	FEE TYPE	FEE
<b>I.</b>	<b>PHASE 1 AS-BUILT SURVEY</b>		
	Site Survey	Fixed	\$2,500
<b>II.</b>	<b>PHASE 2 EXISTING CONDITIONS SURVEY</b>		
	Site Survey	Fixed	\$4,500
<b>III.</b>	<b>PHASE 2 DOCUMENTS</b>		
	A. Design Development / 60% CDs / OPC	Fixed	\$14,500
	B. Team Meeting /Stakeholders Meeting / City Council Presentation	Fixed	\$3,000
	C. Final Design / 90% CDs / Revised OPC	Fixed	\$11,500
	D. Team Meeting	Fixed	\$1,000
	E. Development Order Submittal	Fixed	\$5,500
	F. Final 100% Construction Documents	Fixed	\$11,000
<b>IV.</b>	<b>BIDDING &amp; CONSTRUCTION SERVICES</b>		
	A. Bidding Services / Bid Tabulations & Analysis	Hourly	\$2,500
	B. Services During Construction	Hourly	\$12,500
<b>V.</b>	<b>REIMBURSABLE EXPENSES</b>		
	Actual Cost plus 10%	Estimated	\$650

Fixed – Fixed Fee

Hourly – Hourly Fee per Standard Rate Code (Fee provided is an estimate)

**TOTAL FEES INDICATED ABOVE:**

**\$69,150.00**

**PROFESSIONAL SERVICES AGREEMENT AUTHORIZATION**

This is to certify that all parties to the Agreement have accepted the Scope of Services, Standard Business Terms and Conditions, and Standard Rate Code described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

**CITY OF BONITA SPRINGS**

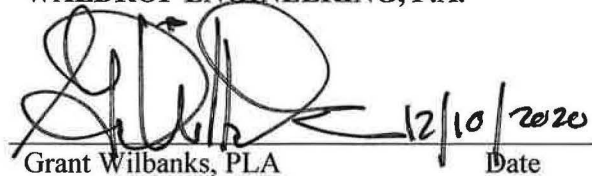
**WALDROP ENGINEERING, P.A.**

Arleen Hunter, City Manager

Date

Grant Wilbanks, PLA

Date



# STANDARD BUSINESS TERMS & CONDITIONS

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between Waldrop Engineering, P.A. (Waldrop Engineering) and The City of Bonita Springs (Client).

## **Limitation of Liability**

Waldrop Engineering's services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by Waldrop Engineering. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to Waldrop Engineering and by mutual Agreement between the parties, Waldrop Engineering will correct those services not meeting such a standard without additional compensation.

Waldrop Engineering and Client recognize that the project involves risk. The risks have been allocated such that the Client agrees to the fullest extent permitted by the law, Waldrop Engineering's total liability to Client for any and all injuries, claims, losses, expenses, damages, reasonable attorney's fees, and defense costs, arising out of or in any way connected to this project and/or Agreement from any cause or causes, shall not exceed the amount of the fee charged for the specific service described. Such causes include, but are not limited to, Waldrop Engineering's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## **INDIVIDUAL EMPLOYEES OR AGENTS OF WALDROP ENGINEERING, P.A. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

## **Payments and Collection**

Invoicing will be provided on a monthly basis or at completion of the service. Statements are due and payable upon receipt. Client agrees to carefully read all billing statements and promptly notify Waldrop Engineering, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If Waldrop Engineering is not notified by the Client in writing, it is presumed that owner agrees with the correctness, accuracy, and fairness of the billing statement.

Past due amounts may incur a late fee of 1% and Waldrop Engineering can upon giving 7 days written notice to Client, suspend services until payment in full is received. Retainers shall be credited on the final invoice. Waldrop Engineering is entitled to collect reasonable fees and costs, including collection agency, attorney's fees and interest as required to obtain collection of any fees under the Agreement.

## **Reimbursable Expenses**

Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, travel made on behalf of the project, subcontractors/sub-consultant fees, and any other out-of-pocket expenses incurred on the project are reimbursable to Waldrop Engineering. These expenses will be billed to the Client at cost plus 10%.

## **Permit and Application Fees**

Client shall pay all permit and application fees required for the project.

## **Termination**

This Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Irrespective of which party shall effect termination, the Client shall pay Waldrop Engineering for all services rendered to the date of termination.

## **Sub-consultant**

Sub-consultant contracts will be administered at cost plus 12%.

## **Attorney Fees**

Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

## **Mediation**

Waldrop Engineering and Client agree that all disputes or claims between them arising out of or relating to this Agreement made during design, construction, or post-construction of the project shall be submitted to nonbonding mediation unless the parties agree otherwise.

## **Ownership of Documents**

All documents, including electronic media, prepared by Waldrop Engineering under this Agreement shall remain the property of Waldrop Engineering. These documents may not be used by Client for any other endeavor without the written consent of Waldrop Engineering.

## **Delays**

Waldrop Engineering is not responsible for delays caused by factors beyond Waldrop Engineering's control including but not limited to the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Waldrop Engineering does not guarantee issuance of any permit.

## WALDROP ENGINEERING STANDARD RATE CODE

CLASSIFICATION	CODE	RATE
<b>PROFESSIONAL CONSULTANT</b>		
Professional Consultant I	PCI	\$95/hr
Professional Consultant II	PCII	\$100/hr
Professional Consultant III	PCIII	\$105/hr
Professional Consultant IV	PCIV	\$110/hr
Professional Consultant V	PCV	\$115/hr
Professional Consultant VI	PCVI	\$120/hr
Professional Consultant VII	PCVII	\$125/hr
Professional Consultant VIII	PCVIII	\$130/hr
Professional Consultant IX	PCIX	\$135/hr
Professional Consultant X	PCX	\$140/hr
Professional Consultant XI	PCXI	\$145/hr
Professional Consultant XII	PCXII	\$150/hr
Professional Consultant XIII	PCXIII	\$160/hr
Professional Consultant XIV	PCXIV	\$170/hr
Professional Consultant XV	PCXV	\$180/hr
Professional Consultant XVI	PCXVI	\$190/hr
Professional Consultant XVII	PCXVII	\$200/hr
Professional Consultant XVIII	PCXVIII	\$210/hr
Professional Consultant XIX	PCXIX	\$220/hr
Professional Consultant XX	PCXX	\$230/hr
<b>EXPERT CONSULTANT</b>		
Expert Consultant I	ECI	\$125/hr
Expert Consultant II	ECII	\$150/hr
Expert Consultant III	ECIII	\$175/hr
Expert Consultant IV	ECIV	\$200/hr
Expert Consultant V	ECV	\$225/hr
<b>ADMINISTRATIVE</b>		
Administrative Assistant I	AAI	\$70/hr
Administrative Assistant II	AAII	\$80/hr
Administrative Assistant III	AAIII	\$90/hr
Administrative Assistant IV	AAIV	\$100/hr
Administrative Assistant V	AAV	\$110/hr
Administrative Assistant VI	AAVI	\$120/hr
<b>REIMBURSABLE EXPENSES</b>		
Reimbursable expenses will be charged at cost plus 10%		

# Exhibit 1





## Phase 2 Scope

- **Field Renovation (Fields 1, 2 & 4)**
  - o Grading and drainage
  - o Relocate bases, base lines, pitcher's mound – to meet Little League specifications
  - o Irrigation design – Modify and expand Existing, design future points of connection
  - o Turf replacement
- **New Fence Layout (All four fields)**
  - o New fence and gate layout
  - o New backstops and safety netting
  - o Foul ball marker – Fields 2 & 4
  - o Field maintenance access points
  - o Locate new scoreboards
- **Site Drainage Improvements**
  - o Modify and improve site drainage as necessary to ensure positive drainage of the re-graded ball fields
- **Furnishings (All four fields)**
  - o Locate dugout benches, bleachers, score-keepers tables, bullpens and other miscellaneous furnishings
  - o Select, specify and locate shade structures for dugouts, bleachers, and score-keepers tables
  - o Design façade/aesthetic treatments for shade structures (per 3D visual)
  - o Coordination with structural engineer (Structural Engineering services to be determined after selection of shade structures)
- **Landscape**
  - o Miscellaneous site turf replacement for stabilization as needed

# Exhibit 2



## Legend

-  Property Boundary
-  Phase 2 Existing Conditions Survey Limits
-  Phase 2 Limit of Work
-  Phase 1 As-Built Survey Limits

December 10, 2020 8:32 AM

**AGENDA ITEM SUMMARY**

**REQUESTED MOTION:** Update and discussion regarding the Goodbread Grocery Rehabilitation project.

**MEETING DATE: 2/17/2021**

**AGENDA:**

**REQUIREMENT/PURPOSE: (Specify)**

**REQUESTOR OF INFORMATION:**

PRESENTATIONS

STATUTE

CONSENT

ORDINANCE

PUBLIC HEARING

ADMIN. CODE

MAYOR AND COUNCIL MEMBER ITEMS

OTHER

MAYOR AND COUNCIL MEMBER'S REPORTS

CITY ATTORNEY ITEMS

CITY MANAGER ITEMS

Mayor Rick Steinmeyer

**BACKGROUND:**

I have asked staff to provide the following update on the Goodbread Grocery Rehabilitation project, and I would like to discuss with Council potential interim maintenance on the building.

City staff has submitted grant requests to the Florida Department of State Division of Historic Resources for the past two years, but unfortunately the City has been unsuccessful in obtaining funding. Should the legislature provide appropriations for the next grant cycle, staff will be applying for the grant funds. Feedback from previous grant cycles indicates that the small size of the building, it's relocation from its original historic site, and no development of construction plans are possible hinderances to this project being selected for funding.

Staff has consulted with a local architect with experience in historic structures and is working to determine the scope of design and construction plans. It is anticipated to take approximately 4-6 months to develop a full set of construction plans and opinion of probable cost. Staff has also consulted with the Building Official regarding the requirements as structural improvements may have to adhere to current building codes because the building has been relocated and may not have the same historic protection as it did in its original location.

Currently, the contemplated interior improvements will be to construct a basic shell, such as electric, plumbing, air conditioning, flooring, dry wall, restroom facilities. The exterior improvements will match the historic character of the previous structure of the Goodbread Grocery.

In the interim, I would like for the building to receive a fresh coat of paint on the plywood at the bottom of the structure and inspection of the structure to confirm that it is weatherproof.

The City currently has \$242,243 in General Funds available to be used towards a grant match or to begin the rehabilitation project. If the request for interim maintenance requires additional funds, I would ask staff to bring back the recommended budget transfer.

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

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

**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:** Select a single Council liaison to the South Lee Economic Development Council.**MEETING DATE: 2/17/2021**

<b>AGENDA:</b>		<b>REQUIREMENT/PURPOSE: (Specify)</b>		<b>REQUESTOR OF INFORMATION:</b>
<input type="checkbox"/>	PRESENTATIONS	<input type="checkbox"/>	STATUTE	Derek Rooney City Attorney  Lora Taylor Communication 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 checked="" type="checkbox"/>	CITY ATTORNEY ITEMS			
<input type="checkbox"/>	CITY MANAGER ITEMS			

**BACKGROUND:**

At its January 6, 2021 meeting the City Council selected its membership and liaison positions with respect to committees, community partners, and other public agencies. Previously the Council had appointed both Councilmember Quaremba and Councilmember Purdon to the EDC. Councilmember Forbes was previously the liaison to the EDC

During an advertised work session with Tiffany Esposito, Executive Director of the South Lee EDC, and Councilmembers Quaremba and Purdon on how to coordinate EDC participation Ms. Esposito indicated that the EDC Board would prefer a single Council liaison The EDC has also indicated a preference for Councilman Purdon to be retained as the Council liaison..

Attachments: Correspondence with South Lee EDC.

**IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE?**  **YES**  **NO****IF YES, WHICH STRATEGIC OBJECTIVE?** #8 Economic Development**STAFF RECOMMENDATIONS:** Recommend Council liaison to South Lee EDC.**REVIEWED BY:**

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

**COUNCIL ACTION:**

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

## Debbie Filipek

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**From:** Lora Taylor <lora.taylor@cityofbonitasprings.org>  
**Sent:** Wednesday, February 10, 2021 9:34 AM  
**To:** Arleen Hunter; Matt Feeny; Derek P. Rooney  
**Subject:** FW: Council Representation on South Lee EDC Board

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**This message originated outside of GrayRobinson.**

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Hi Derek,

Please see below.

Thanks.

**Lora Taylor | Director of Communications**



9101 Bonita Beach Road, Bonita Springs, FL 34135  
phone | (239) 949-6262 • fax | (239) 949-6251  
email | [Lora.Taylor@cityofbonitasprings.org](mailto:Lora.Taylor@cityofbonitasprings.org)  
website | [www.cityofbonitasprings.org](http://www.cityofbonitasprings.org)



*-Click these icons to connect with us on social media!*

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**From:** Director <Director@SouthLeeEDC.com>  
**Sent:** Tuesday, February 9, 2021 4:42 PM  
**To:** Lora Taylor <lora.taylor@cityofbonitasprings.org>  
**Subject:** Council Representation on South Lee EDC Board

Hi Lora,

Just following up from our previous conversation.

The South Lee EDC bylaws and governing documents state that each investor may have one representative on the Board of Directors. We appreciate the support of the economic and community development work that we are doing and respectfully request that the City Council choose one council member to represent the City on the South Lee EDC Board of Directors.

While the interest from Councilman Purdon and Councilwoman Quaremba is valued and appreciated, the South Lee EDC Board of Directors has expressed a preference for Councilman Purdon as the liaison due to his accessibility and positive business relationships throughout the community.

We greatly appreciate the continued partnership with the City and look forward to continuing to work with all of you.

Thank you!

**Tiffany A. Esposito, MBA,CCE, IOM, APR**

South Lee EDC, Executive Director

(239) 333-2332 | [Director@SouthLeeEDC.com](mailto:Director@SouthLeeEDC.com)

[www.SouthLeeEDC.com](http://www.SouthLeeEDC.com)



PUBLIC MEETING/WORKSHOP  
CITY COUNCIL  
CITY OF BONITA SPRINGS  
OFFICIAL AGENDA  
WEDNESDAY, FEBRUARY 3, 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 5:30 P.M.

2. Invocation

Reverend Bill Gilmore with St. Mary's Church, furnished the invocation.

3. Pledge of Allegiance

At the request of Mayor Steinmeyer, Council Member Laura Carr 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 5:36 P.M.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Dwight Esmon read into the record a letter to address a newly formed group called the Bonita Citizens Group that was formed to provide recommendations to City Council. He addressed the Bamboo site and provided suggestions relating to parking, etc.

Gary Price also addressed the Bamboo site. He stated that any consideration on the use of that site has to take inconsideration what has occurred on Old 41. He addressed the purchase of the site years ago, the charette process the City went through, and stressed the need for public input/charettes. The one thing that came out of all those charettes was the need for access to the river.

8. 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 Quaremba motioned approval of the Consent Agenda; Council Member Fred Forbes seconded; and the motion carried unanimously.

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

Council Member Quaremba referred to the Bald Eagle Management Plan in Item D. below and stated that when she discussed this with John Dulmer, it reminded her of an effort that had been advocated for by Council to somehow get a web cam out on an eagle's nest. She doesn't know if it would be possible to do this in the one they are addressing in this request, but she would like to have Council, at some future time, discuss whether we can pursue that, as she believes money has been allocated, and the tree that they were going to use it on the tree was taken down in Irma and that was the end of it. She knows there was money in the budget at one time to do that, but it wasn't done. Council Member Jesse Purdon agreed with Council Member Quaremba, as an eagle cam is something he would support.

Council Member Carr thanked Council Member Forbes for covering the CHNEP meeting. She asked if there was anyone on Council who would be able to do the next two meetings.

- A. Review of December 2020 Quarterly Capital Improvements Project Report. (Greensheet No. 21-02-024)
  - B. Approve nine (9) contract agreements for miscellaneous surveying services (RFQ 20-07) for the CDBG-DR Voluntary Home Buyout Program. (Greensheet 21-02-027).
  - C. Approve Contract Amendment #1 with Florida Department of Emergency Management for the Logan Boulevard Regional Floodway Drainage Improvement Project #4337-265-R. (Greensheet No. 21-02-029)
  - D. Consider approval of the applicant's Bald Eagle Management Plan for bald eagle nest LE911 located Latitude 26.353486, Longitude -81.7814714, 26431 Old 41 Road in accordance with LDC Chapter 7 Article III. – Bald Eagles. (Greensheet No. 21-02-028)
  - E. Approve contract amendment #1 between the City and the Florida Department of Economic Opportunity (FDEO) for the CDBG-DR Voluntary Home Buyout Program – Contract Agreement #10086. (Greensheet No. 21-02-030)
- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS
9. Mayor and Council Member Items: No items
  10. City Attorney's Items: No items
  11. City Manager's Items

City Manager Arleen Hunter addressed the workshop and asked if Council would like to move it to the Old Recreation Center building. If they move, the workshop would not be broadcast live.

Mayor Rick Steinmeyer motioned to hold the workshop at the Old Recreation Center Building; Council Member Carr seconded.

Council Member Chris Corrie objected to moving the workshop as he feel there are a lot of people that are interested in that workshop item, and sees no reason not to have it televised.

The motion carried 6-1 (Council Member Corrie opposed)

**RESULT: Passed 6-1**  
**MOTION BY: Mayor Steinmeyer**  
**SECONDED BY: Council Member Carr**  
**AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Gibson and Forbes**

City Manager Hunter addressed sick in the mud and flag signs, and explained that during the reopening of many businesses from COVID-19, it was discussed with Council sort of relaxing a little on the stick in the mud signs and flag signs so that people could let people know they were open. Staff is starting to get some complaints regarding those, as they are not consistent with the Land Development Code, and so Staff will be starting to afford some education on that, unless further direction is received from Council. Staff feels that the time has kind of come from COVID-19 that Staff can start coming back to educating everyone on the appropriate signage.

12. Mayor and Council Member Reports

Council Member Forbes informed Council of a zoom advocacy committee meeting he attended earlier in the day with the Florida League of Cities. He informed Council of 2 bills that are very invasive to City and County Home Rule, relating to short term rentals and another that will allow anyone to run a business out of their home with no regulation. He will get a list of who one can send to. Council Member Quaremba asked Council Member Forbes to provide the bill numbers and a link to City Council to the FLC information to pass along to constituents. City Attorney Rooney stated he can work with Council Member Forbes to present draft bill for discussion at a future meeting, and if Council wants to take a position they can.

13. Approval of Minutes: 1/20/21

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

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

14. Public Comment

Alex Grantt addressed a submittal he addressed (copy in Clerk's file) to encourage Council Members to meet with Fire District in Emergency meeting to schedule using the fire stations in Bonita Springs for a distribution of vaccine.

Dwight Esmon asked that Council not move the meeting to an offline location. Several people he knows who wants to hear what people will say on the Bamboo site.

15. Adjournment Regular Meeting: 6:12 p.m.

**Short recess**

**WORKSHOP AGENDA**

1. Convene and call to order: Mayor Steinmeyer called the workshop to order at 6:40 p.m.

2. Roll call all present

Mayor Steinmeyer and all Council Members were in attendance.

3. Staff introduction of workshop

City Manager Arleen Hunter introduced City Attorney Derek Rooney, who addressed the procedures for the workshop.

4. Discussion regarding potential options for the City-owned Bamboo parcel.

City Manager Hunter introduced this agenda item which Council Member Purdon and Council Member Gibson requested come back in a workshop format. She next provided the history. The thought to address what Council sees as their vision, next steps, and address any changes to the RFP.

Mayor Steinmeyer stated he feels there is a need for more parking for events downtown, noting that all four corners of the river and bridge are under the City's control. He would propose taking 100 feet on north and south sides of the river to dedicate to parking and a park. City Attorney Rooney addressed the original RFP it was described that we would retain that for the public to utilize the waterfront areas. It was discussed holding back a piece for a park. Council Member Gibson explained that the property was purchased to spark redevelopment downtown. He feels it is time to move forward, stating that there's still a lot of interest in the property and he would like to see an RFP out sooner than later.

Council Member Purdon stated that this is a great opportunity for us as a city, as this is our chance to complete that portion of the city. This gives us a chance to let them know of things we would like. Things he would consider very important are public access to water, appropriate parking, and mixed use that must activate the corridor. We can do it in a way that we don't lose access to the water or affect parking. When we get proposals back if we don't like them we don't have to take them. It's a good opportunity to see what we can get for it, and finish what's left of downtown Bonita.

Council Member Amy Quaremba stated that the concept they already articulated in the language is that they want to have a mixed use riverfront development. How we get there is another question. She agrees with Council Member Purdon in that this should be like a town center – a central place that defines Bonita. That was one of the reasons the proposal that was made was disappointing to her because it looks like another residential community. She also concurs with the idea that there needs to be some kind of esplanade along the river so people can walk there. One of the objectives is access to the water, and we don't have many opportunities to have public access to the water, and many residents don't have access to the river. It's a reason they should support some type of river esplanade. Because of the size limitation of the site, and if we as a council agrees, that water access is most important, that we should consider incentives, which she further addressed. If we can clearly define our vision, she would consider giving it to the people to development, but they would have to follow our guidelines. Incentives she would like would be for the restaurants. We should make a list and the more they can deliver the better off we will be. Although she doesn't mind residential, they want a strong commercial. We want it for the public.

Council Member Forbes stated that he was in agreement with a lot that has been said, but feels one thing we do need if we go back out is a consultant, but not one that even if we have a bad proposal that he has an incentive to make money or that he approves something because he would make a large amount of money. We do need a consultant to determine whether a proposal is financially feasible. Secondly, he likes the idea of a walkway along the river, but needs flexibility, as the hardest thing we were doing was putting commercial on the first floor and residential on the second. He feels the most important thing is to get a nice commercial project down by the river. He agrees public input is good, but it's easier to do what the public wants if the city owns it. If we can't get what we want now, we should wait.

Council Member Corrie agrees that it should be multi-use. What he didn't like in the previous plan, it was for small apartment units, for single-people as their first place after college kind of place. He thinks the focus in terms of residential has to be on families. Also, if we break the retail down into segments, those things families will use every day - office supply place, nail salons, etc. Also higher end shopping – boutiques. He also does agree with the concept of an esplanade along the river. His thought is they don't want to put this out for RFP. Do research and look at what various developers have built, and we've done the form-based code and

used all across the county. We look at what they've done and cut that down. Talk to them and see what they can do for use. The troubling aspect to him is the Terry Street parcel, which he doesn't feel will ever be developed. He feels as soon as something is done with Bamboo, that Terry Street parcel is going to be sold.

7:07 P.M.

In response to Council Member Carr, City Attorney Rooney stated that they do not have to do an RFP. Council Member Carr asked if we couldn't just let them present an idea. There are many wonderful developments and have them come to us with a proposal. City Attorney Rooney addressed considerations they should look at relating to the advantages of doing an RFP. The other side is to have more of a negotiation ahead of time, rather than having someone put a lot of time and money into an idea they think you want and then shooting it down. He further addressed Council choices and stated that what he is hearing from Council is they would like to see waterfront for the public, a focus on commercial, the possibility of mixed use, but not primarily residential. We could develop a series of "preferred development characteristics" and put out for rolling submissions or for a p3. He further addressed, noting that you would leave the options for them to develop. We can put it out there and leave it open for as long as it takes. Mayor Steinmeyer stated that he feels that when the Terry Street Assemblage gets going, there will be a big influx of people and that it will have a big influence on downtown.

City Attorney Rooney stated he can put something together for future action, RFP or notice that the land is available and encourage people to start responding. He does feel that a consultant would be helpful to review proposals. Council Member Carr stated she likes what the City Attorney said – to put it out there and see what developers come back, and we can then hire a consultant and then go through the qualifications and work with them. She would lean more towards what they would want rather than what we would want. Let them propose it and let them say how they can make money and move along those lines.

Council Member Purdon feels all of Council is saying the same thing - do an RFP or a smaller version of an RFP, as we all want fundamental things that we would like whenever we do business would have to consider before they do business with us. The good thing with the RFP is that you don't have to accept it. He further addressed, noting that he thinks there will be more than five. He thinks they should ask for everything the people in the City would want.

Council Member Forbes stated that the most important thing in the proposal is what tenants are they proposing to put in the commercial, as they don't need a bunch more homes over there. Secondly, he feels they should look to the property owner to the immediate north and maybe make a deal where some of that land can be thrown into this. Lastly, he feels we should be paid something for the site, which he expanded on. Mayor Steinmeyer stated there are two or three projects that were already approved and he questions why nothing is happening.

City Attorney Rooney stated he would put something together to get it out there. He's thinking of a p3 version, which he further addressed. Retaining the riverfront access for the public, mixed use with emphasis on commercial to activate downtown, a desire for town center sense of place, and parking. Council Member Carr stated she would ask what the developer believes is most important as well. City Attorney Rooney stated they can also look at a joined marketing agreement with adjoining property owners.

Council Member Forbes suggested making it two steps – 1) show their financial strength, and their ability to get good tenants in there, and then they would get invited to submit their proposal. In response to Mayor Steinmeyer, City Attorney Rooney stated that staff can reach out to the two developers that were approved and get a status and see what's going on with existing businesses that are thriving and what is working downtown, and bring back framework of a process to put the property back out on the market – something more structured. He will start putting something together to bring back at a future meeting for Council to look at. Council Member Quaremba also asked the City Attorney to bring back a proposal on how to include the public.

5. Review of adopted Vision, Mission and Values Statement

City Manager Hunter stated Council was provided with the Vision, Mission and Value Statement. She is not looking for any decisions tonight, noting that the last time it was reviewed was 2018. Council was also provided the strategic priorities. She would ask come back in another workshop format, and address all the grant opportunities have first and where we are with those contracts as well. Also take each strategic priority and hold a workshop on those, and address the CIP projects and get City Council feedback, and also address traffic, and then and parks and recreation. There will be a presentation on the ballfield at Council's next meeting, and to see if Council would like to move into the design phase.

6. Review of adopted Strategic Priorities

7. Discussion of Rules of Conduct for City Council

City Attorney Rooney addressed both the Rules of Conduct and the Rules of Procedure. He will circulate informational guidelines.

8. Discussion of Rules of Procedure for City Council

9. Discussion on future workshop topics and schedule

City Manager Hunter stated that she will come back with future workshop dates. We will have voice recording of these, available to public. There is no video. She would also like discussion on some strategic issues, i.e., government light. Also, how we incorporate the vision, and how do we incorporate the policies that council already has approved.

There being no further items to discuss, the meeting adjourned at 8:22 P.M.

Respectfully submitted,

\_\_\_\_\_  
Debra Filipek, City Clerk

APPROVED:  
CITY COUNCIL

Date: \_\_\_\_\_

AUTHENTICATED:

\_\_\_\_\_  
Rick Steinmeyer, Mayor