

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, MARCH 3, 2021
5:30 P.M.
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG Any written public comment must be received by 12:00 P.M. on March 3, 2021 by 12:00 P.M.

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. Approve budget transfer resolution to transfer budgeted amounts among Capital Projects pathway and sidewalks projects. (Greensheet No. 21-03-042)
 - B. Adopt a Budget Transfer Resolution and approve the Supplemental Task Authorization from Waldrop Engineering, for the City of Bonita Springs Community Park Baseball Complex Phase 2 Project in the amount of \$69,150.00. (Greensheet No. 21-03-045)
 - C. Authorize approval of Resolution to accept bid for Maddox Lane Sidewalk & Drainage Project RFB 20-24 from the lowest responsive and responsible bidder, Infinite Construction, LLC, in the total base bid amount of \$585,805.49 upon approval of all documentation. (Greensheet No. 21-03-040)
 - D. Approve overhead to Underground Conversion Project for West Terry Street Project with Florida Power & Light (FPL) consistent with FPLs Electric Tariff, in the amount of \$1,076,033 converting from electric poles to underground facilities on West Terry Street. (Greensheet No. 21-03-041)
 - E. Approve Contract Amendment #1 with Florida Department of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project # 4337-271-R. (Greensheet No. 21-03-043)

- F. Accept Proposal from Tri-Town Construction for electrical upgrades in the Old 41 Road Downtown Redevelopment corridor, in conjunction with Florida Power & Light overhead to underground conversion project in the amount of \$276,980. (Greensheet No. 21-03-044)
- G. Approve a Resolution accepting the resignation of one member of the Historic Preservation Board and appointing three new members to the Historic Preservation Board. (Greensheet No. 21-03-047)
- H. Adopt a Resolution accepting the resignation of a Member of the Tree Advisory Board and appointing a new member. (Greensheet No. 21-03-049)
- I. INFORMATIONAL ITEM: Update on maintenance for the Goodbread Grocery. (Greensheet No. 21-03-048)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Mayor and Council Member Items:

10. Public Hearing:

- A. First public hearing to consider a home rule development agreement between the City of Bonita Springs, 9161 BBR LLC and 9171 BBR LLC for property at 9161 Bonita Beach Road and 9171 Bonita Beach Road, Bonita Springs, FL 34135. (Greensheet No. 21-03-046)

Short recess, if needed

- 11. City Attorney's Items
- 12. City Manager's Items
- 13. Mayor and Council Member Reports
- 14. Approval of Minutes: 1/12/21 and 02/17/21
- 15. Public Comment
- 16. Adjournment.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT MEG WEISS, DIRECTOR OF ADMINISTRATIVE SERVICES, AT 239-949-6262, AT LEAST 48 HOURS PRIOR TO THE MEETING. IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS TO BE MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve Budget Transfer Resolution to transfer budgeted amounts among Capital Projects Fund pathway and sidewalk projects

MEETING DATE: 3/3/2021

AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
<input type="checkbox"/> PRESENTATIONS	<input type="checkbox"/> STATUTE	<p>Matt Feeney Assistant City Manager</p> <p>Anne K. Wright, CPA, CGFO Finance Director</p>
<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> ADMIN. CODE	
<input type="checkbox"/> MAYOR AND COUNCIL MEMBER ITEMS	<input 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: Adjustments to project budgets are needed to fund certain pathway and sidewalk projects, as noted on the attached Resolution.

This Resolution includes a reduction in the amount budgeted under the current year CDBG contract. The FY 2021 budget included an estimated amount of \$332,389, however the new contract to be executed will be for \$323,104, which requires a reduction in the budget of \$9,285.

An adjustment is also made to more efficiently account for project costs in one project which were previously established as two separate projects.

CDBG funding is being transferred among multi-use and sidewalk projects to expedite the spending of these available grant funds.

Attachments: Budget Transfer Resolution

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

IF YES, WHICH STRATEGIC OBJECTIVE? # 7 Government Transparency

STAFF RECOMMENDATIONS: Approve the attached budget transfer resolution.

REVIEWED BY:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director: Matt Feeney

COUNCIL ACTION:

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

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

**A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA;
APPROVING A BUDGET TRANSFER TO ADJUST BUDGETS OF CAPITAL
PROJECT FUND PATHWAYS AND SIDEWALKS PROJECTS AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 17, 2020, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2021; and

WHEREAS, budget adjustments are needed among various Multi-use Pathways and Sidewalks projects; and

WHEREAS, a reduction is needed in the amount budgeted for the CDBG FY 2021 contract to fund multi-use pathways and sidewalks; and

WHEREAS, a transfer is needed to eliminate a duplicated project.

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

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

2.The Bonita Springs’ City Council authorizes the following budget transfer relating to capital projects.

	Budget
To adjust CDBG FY 2021 budget to agree to contract:	Increase (Decrease)0
Capital Projects Fund:	
Multi-Use Pathways & Sidewalks (CDBG)	\$ (9,285)
Transfer in from Grants Fund	(9,285)
Grants Fund:	
CDBG Grant	(9,285)
Transfer to Capital Projects Fund	(9,285)
Capital Projects Fund:	
To transfer CDBG funding among projects:	
W. Terry Multi-use Path (CDBG)	39,264
Pine Ave. Multi-Use Pathway (CDBG)	(13,545)
Cochran St & Pauling Ln Pathway (CDBG)	(1,900)
Bonita Dr Pathway (CDBG)	(17,755)
W. Terry Ext., East of Pine St (CDBG)	(6,064)
To transfer budget to eliminate a duplicated project account:	
W. Terry Ext East of Pine (General Fund)	17,634
W. Terry Ext East of Pine (Gas Tax Fund)	478,127
W. Terry-Pine to Rail Road (General Fund)	(17,634)
W. Terry-Pine to Rail Road (Gas Tax Fund)	(478,127)

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of March, 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote: Carr Purdon
Corrie Quaremba
Forbes Steinmeyer
Gibson

Date filed with City Clerk: _____ 4/98

AGENDA ITEM SUMMARY

REQUESTED MOTION: Adopt Budget Transfer Resolution and approve the Supplemental Task Authorization from Waldrop Engineering, for the City of Bonita Springs Community Park Baseball Complex Phase 2 Project in the amount of \$69,150.00.

MEETING DATE: 3/3/2021

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
<input type="checkbox"/>	PRESENTATIONS	<input checked="" type="checkbox"/>	STATUTE §287.055	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 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:

At the February 17, 2021 City Council meeting, staff was directed to bring forward to the next City Council meeting a proposal from Waldrop Engineering, for the City of Bonita Springs Community Park Baseball Complex Phase 2 project. Attached is a proposal from Waldrop Engineering in the amount of \$69,150.00.

The work is outlined in the Scope of Services for Phase 2 implementation (100% construction documents) including surveying, public input meetings, the Schematic Design Phase, the Design Development Phase, and the Final Construction documents, which include construction documents ready for bid, bidding services and construction administration as well as construction services to see the project through completion.

Phase 2 of this project includes renovations of fields 1, 2 and 4 to meet Little League standards with complete turf replacement, grading and drainage improvements, modify and expand existing irrigation design, relocate bases, base lines and pitcher's mounds as well as upgraded scoreboards. Renovations to all 4 fields include new fencing and gate layouts including new backstops and safety netting, and the design of furnishings to include locations and construction specifications of dugouts, bleachers, scorekeeper areas, bullpens and shade structures per 3D visual specifications.

The work will be provided pursuant to Florida Statute §287.055, as the City went through the procurement process through CN 17-20 for Miscellaneous Outdoor Recreational Facility Design and Engineering.

Also attached is a Resolution approving a budget transfer to transfer \$69,150.00 from general fund balance to the Community Park Baseball Complex CIP.

Attachments: Waldrop proposal, STA and Budget Transfer Resolution

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? YES NO

IF YES, WHICH STRATEGIC OBJECTIVE? 5) Community Aesthetics

STAFF RECOMMENDATIONS: Adopt Budget Transfer Resolution and approve the STA with Waldrop Engineering for the City of Bonita Springs Community Park Baseball Complex Master Plan Phase 2 project, in the amount of \$69,150.00.

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: 2021-02-23

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
I.	PHASE 1 AS-BUILT SURVEY		
	Site Survey	Fixed	\$2,500
II.	PHASE 2 EXISTING CONDITIONS SURVEY		
	Site Survey	Fixed	\$4,500
III.	PHASE 2 DOCUMENTS		
	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
IV.	BIDDING & CONSTRUCTION SERVICES		
	A. Bidding Services / Bid Tabulations & Analysis	Hourly	\$2,500
	B. Services During Construction	Hourly	\$12,500
V.	REIMBURSABLE EXPENSES		
	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.

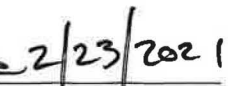
CITY OF BONITA SPRINGS

WALDROP ENGINEERING, P.A.

Arleen Hunter, City Manager

Date


Grant Wilbanks, PLA

 2/23/2021
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
PROFESSIONAL CONSULTANT		
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
EXPERT CONSULTANT		
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
ADMINISTRATIVE		
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
REIMBURSABLE EXPENSES		
Reimbursable expenses will be charged at cost plus 10%		

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

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A FISCAL YEAR 2021 BUDGET AMENDMENT TO INCREASE THE CAPITAL PROJECTS FUND COMMUNITY PARK BASEBALL COMPLEX BUDGET, TO BE FUNDED FROM AVAILABLE FUND BALANCE IN THE GENERAL FUND; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Charter, Section 46 allows for supplemental appropriations for the year in an amount not to exceed such excess revenues; and

WHEREAS, the additional budget in the amount of \$69,150 is needed for Phase II construction of the Community Park Baseball Complex.

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

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

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

	Budget Increase
General Fund:	
Transfer out to the Capital Projects Fund	\$ 69,150
Capital Projects Fund:	
Baseball Complex Master Plan for Design & Construction Phase I & II	69,150
Transfer In from General Fund	69,150

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of March, 2021.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:
Carr Purdon
Forbes Quaremba
Gibson Steinmeyer
Corrie

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order No: [ENTER CHANGE ORDER # HERE, IF APPLICABLE]

X Supplemental Task Authorization No: 2

(A Change Order or Supplemental Task Authorization Requires Approval by the City Manager for Expenditures under \$50,000 or Approval by the Bonita Springs City Council for Expenditures over \$50,000).

CONTRACT/PROJECT NAME: Miscellaneous Outdoor Rec Design/Bonita Springs Community Park Baseball Complex – Phase 2 design and construction documents

CONSULTANT: Waldrop Engineering

SOLICIT. NO: CN-17-20 CONTRACT NO: ACCOUNT NO: 30.603.572.6015

REQUESTED BY: Parks and Recreation, Nicole Perino DATE OF REQUEST: March 3, 2021

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant is authorized to and shall proceed with the following:

- EXHIBIT A: SCOPE OF PROFESSIONAL SERVICE: DATED: February 23, 2021
- EXHIBIT B: COMPENSATION & METHOD OF PAYMENT: DATED: February 23, 2021
- EXHIBIT C: TIME AND SCHEDULE OF PERFORMANCE: DATED: January 31, 2022
- EXHIBIT D: CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S): DATED: N/A
- EXHIBIT E: PROJECT GUIDELINES AND CRITERIA: DATED: February 23, 2021

It is understood and agreed that the acceptance of this modification by the Consultant constitutes an accord and satisfaction. All the remaining terms in the original Agreement, remain the same.

ACCEPTED
By: [Signature]
Consultant Signature

ATTEST:
By: _____
City Clerk

CITY APPROVAL:
By: _____
City Manager
(Under \$50,000)

Grant Wilbanks _____
Date

28100 Bonita Grande Dr. Suite 305
Bonita Springs, FL 34135

APPROVED:
By: _____
City Attorney's Office

APPROVED:
By: _____
Mayor
City Council for Bonita Springs

Date Accepted: _____ Date Approved: _____

Date Approved: _____

Corporate Seal



Exhibit A

Scope of Professional Services

City of Bonita Springs Community Park Baseball Complex – Phase 2 design and construction documents

Date:

Change Order No: [ENTER CHANGE ORDER # HERE, IF APPLICABLE]

Supplemental Task Authorization No: 2

Section 1 Changes to Professional Services

The Scope of Professional Services as set forth in Exhibit A of the Professional Services Agreement, referred to hereinbefore is hereby supplemented or changed, so that the Consultant shall provide and perform the following professional services, tasks or work as a supplement to or change to the Scope of Services previously agreed to and authorized.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in Compensation and Method of Payment.

Compensation and Method of Payment – Page 2
 [ENTER PROJECT NAME HERE]

Section 2 Summary of Change(s) in Compensation

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, the compensation the City has previously agreed to pay to the Consultant, as set forth in the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
TOTAL					

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
[ENTER PROJECT NAME HERE]

Date: [ENTER DATE HERE]

Change Order No: [ENTER CHANGE ORDER # HERE, IF APPLICABLE]

Supplemental Task Authorization No: [ENTER STA # HERE, IF APPLICABLE]

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No

EXHIBIT E

Project Guidelines and Criteria

City of Bonita Springs Community Park Baseball Complex – Phase 2 design and construction documents

Date:

Change Order No: [ENTER CHANGE ORDER # HERE, IF APPLICABLE]

Supplemental Task Authorization No: 2

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

(If none, enter the word "none" in the space below)

Item No. 1

AGENDA ITEM SUMMARY

REQUESTED MOTION: Authorize approval of Resolution to accept bid for Maddox Lane Sidewalk & Drainage Project RFB 20-24 from the lowest responsive and responsible bidder, Infinite Construction, LLC, in the total base bid amount of \$585,805.49 upon approval of all documentation.

MEETING DATE: 3/3/2021

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

January 10, 2021 – City Staff advertised for sealed bids for Maddox Lane Sidewalk & Drainage Project RFB 20-24.

February 16, 2021 – Staff received three (3) sealed bids from the following:

Infinite Construction, LLC	\$585,805.49
Coastal Concrete Products, LLC	\$629,270.75
Capital Contractors, LLC	\$948,500.00

Attachments: Resolution, Bid Comparison

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

IF YES, WHICH STRATEGIC OBJECTIVE? #2 - Transportation

STAFF RECOMMENDATIONS: Approve Resolution to accept bid from the lowest responsive and responsible bidder Infinite Construction, LLC for Maddox Lane Sidewalk & Drainage Project.

REVIEWED BY:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director: Matt Feeney

COUNCIL ACTION:

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

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21 –

APPROVE RESOLUTION AWARDING THE MADDOX LANE SIDEWALK & DRAINAGE PROJECT RFB 20-24 TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, INFINITE CONSTRUCTION, LLC IN THE TOTAL BASE BID AMOUNT OF \$585,805.49 AND AUTHORIZE THE MAYOR TO SIGN AGREEMENT, PENDING APPROVAL OF ALL DOCUMENTATION.

WHEREAS, City staff advertised for the Maddox Lane Sidewalk & Drainage Project 20-24 and received three (3) sealed bids,

Infinite Construction, LLC	\$585,805.49
Coastal Concrete Products, LLC	\$629,270.75
Capital Contractors, LLC	\$948,500.00

WHEREAS, the lowest responsive and responsible submittal was from Infinite Construction, LLC in the amount total base bid amount of \$585,805.49:

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

Section 1. To enter into an agreement with the lowest responsive and responsible bidder, Infinite Construction, LLC

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 4th day of March 2021

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr _____	Purdon _____
Corrie _____	Quaremba _____
Forbes _____	Steinmeyer _____
Gibson _____	

Date filed with City Clerk: _____

MADDOX LANE SIDEWALK & DRAINAGE PROJECT RFB 20-24 BIDS DUE FEBRUARY 16, 2021 @ 2:00 PM

PAY ITEM NO.	DESCRIPTION	UNIT	QTY.	Infinite Construction, LLC		Coastal Concrete Products, LLC		Capital Contractors, LLC		
				UNIT PRICE	PAY ITEM TOTAL	UNIT PRICE	PAY ITEM TOTAL	UNIT PRICE	PAY ITEM TOTAL	
101-1	MOBILIZATION	LS	1	\$24,554.90	\$24,554.90	\$47,500.00	\$47,500.00	\$342,936.90	\$342,936.90	
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$11,860.72	\$11,860.72	\$17,500.00	\$17,500.00	\$16,303.43	\$16,303.43	
104-10-3	SEDIMENT BARRIER (SILT FENCE)	LF	2,498	\$1.65	\$4,121.70	\$2.00	\$4,996.00	\$0.79	\$1,973.42	
110-1-1	CLEARING & GRUBBING	LS	1	\$16,303.82	\$16,303.82	\$7,500.00	\$7,500.00	\$31,990.33	\$31,990.33	
120-1	EXCAVATION (CY)	CY	156	\$15.00	\$2,340.00	\$40.00	\$6,240.00	\$68.06	\$10,617.36	
120-6	EMBANKMENT (CY)	CY	462	\$15.00	\$6,930.00	\$40.00	\$18,480.00	\$100.09	\$46,241.58	
121-70A	FLOWABLE FILL (TRENCH)	CY	65	\$273.18	\$17,756.70	\$350.00	\$22,750.00	\$170.72	\$11,096.80	
121-70B	FLOWABLE FILL (PIPE GROUTING)	CY	9	\$480.14	\$4,321.26	\$400.00	\$3,600.00	\$784.21	\$7,057.89	
160-4	TYPE B STABILIZATION	SY	1,346	\$12.70	\$17,094.20	\$8.00	\$10,768.00	\$21.27	\$28,629.42	
285-706	OPTIONAL BASE, BASE GROUP 06 (DRIVEWAY BASE RESTORATION)	SY	161	\$53.09	\$8,547.49	\$28.00	\$4,508.00	\$56.55	\$9,104.55	
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVERAGE DEPTH	SY	4,278	\$2.49	\$10,652.22	\$4.00	\$17,112.00	\$2.95	\$12,620.10	
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C, TYPE SP, 2" AVG. LIFT (LEVELING COURSE)	TN	226	\$187.70	\$42,420.20	\$150.00	\$33,900.00	\$245.35	\$55,449.10	
334-1-13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C, TYPE SP, 2" AVG. LIFT (LEVELING COURSE/DRIVEWAY OVERBUILD) (CONTINGENCY)	TN	80	\$189.96	\$15,196.80	\$270.00	\$21,600.00	\$124.37	\$9,949.60	
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	236	\$187.54	\$44,259.44	\$220.00	\$51,920.00	\$121.46	\$28,664.56	
339-1	MISCELLANEOUS ASPHALT PAVEMENT (2" THICK)	TN	8	\$184.02	\$1,472.16	\$850.00	\$6,800.00	\$202.37	\$1,618.96	
425-1-52	INLET, DITCH BOTTOM, TYPE C, <10'	EA	3	\$3,230.68	\$9,692.04	\$4,000.00	\$12,000.00	\$2,699.12	\$8,097.36	
425-1-52	INLET, DITCH BOTTOM, TYPE C, MODIFIED	EA	3	\$3,344.10	\$10,032.30	\$4,100.00	\$12,300.00	\$2,789.55	\$8,368.65	
425-1-54	INLET, DITCH BOTTOM, TYPE D, <10'	EA	6	\$3,677.83	\$22,066.98	\$4,200.00	\$25,200.00	\$3,300.76	\$19,804.56	
425-1-54	INLET, DITCH BOTTOM, TYPE D, MODIFIED	EA	2	\$3,972.76	\$7,945.52	\$4,200.00	\$8,400.00	\$3,582.70	\$7,165.40	
425-2-61	MANHOLES, P-6, <10'	EA	3	\$3,911.20	\$11,733.60	\$4,300.00	\$12,900.00	\$4,466.40	\$13,405.20	
425-5-1	MANHOLES, ADJUST, UTILITIES	EA	2	\$1,086.59	\$2,173.18	\$2,200.00	\$4,400.00	\$794.11	\$1,588.22	
430-175	PIPE CULVERT, OPTIONAL MATERIAL, ROUND S/CD, 15"	LF	502	\$67.93	\$34,100.86	\$75.00	\$37,650.00	\$67.26	\$33,764.52	
430-175	PIPE CULVERT, OPTIONAL MATERIAL, ROUND S/CD, 30"	LF	876	\$104.87	\$91,866.12	\$98.00	\$85,848.00	\$103.69	\$90,832.44	
430-175	PIPE CULVERT, OPTIONAL MATERIAL, ELLIPTICAL/ARCH S/CD, 19" X 30"	LF	104	\$107.90	\$11,221.60	\$105.00	\$10,920.00	\$107.76	\$11,207.04	
430-984	MITER END SECTION, OPTIONAL, ELLIPTICAL, 19"x30" SD	EA	1	\$1,498.96	\$1,498.96	\$1,650.00	\$1,650.00	\$1,291.75	\$1,291.75	
515-1-2	PIPE HANDRAIL - GUIDERAIL ALUMINUM	LF	20	\$130.00	\$2,600.00	\$155.00	\$3,100.00	\$100.59	\$2,011.80	
520-2-4	CONCRETE CURB, TYPE D	LF	1,115	\$16.50	\$18,397.50	\$16.50	\$18,397.50	\$17.94	\$20,003.10	
522-2A	CONCRETE, 6" THICK (SIDEWALK)	SY	1,091	\$41.68	\$45,472.88	\$46.00	\$50,186.00	\$44.33	\$48,364.03	
522-2B	CONCRETE, 6" THICK (DRIVEWAY)	SY	59	\$49.48	\$2,919.32	\$65.00	\$3,835.00	\$56.22	\$3,316.98	
527-2	DETECTABLE WARNINGS	SF	392	\$25.52	\$10,003.84	\$30.00	\$11,760.00	\$20.94	\$8,208.48	
530-3-3	RIPRAP RUBBLE, F&I DITCH LINING (1.5' DEPTH)	TN	1.5	\$237.44	\$356.16	\$350.00	\$525.00	\$388.79	\$583.19	
530-3-3A	RIPRAP RUBBLE, F&I DITCH LINING (1.5' DEPTH) (CONTINGENCY)	TN	1	\$237.44	\$237.44	\$350.00	\$350.00	\$461.81	\$461.81	
570-1-2	PERFORMANCE TURF - SOD	SY	4,270	\$3.55	\$15,158.50	\$5.00	\$21,350.00	\$4.53	\$19,343.10	
570-1-2A	PERFORMANCE TURF - SOD	SY	1,000	\$34.03	\$34,030.00	\$5.00	\$5,000.00	\$4.53	\$4,530.00	
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 S.F.	AS	9	\$296.80	\$2,671.20	\$500.00	\$4,500.00	\$264.70	\$2,382.30	
700-1-60	SINGLE POST SIGN, RELOCATE	AS	6	\$59.36	\$356.16	\$350.00	\$2,100.00	\$52.94	\$317.64	
700-1-60	SINGLE POST SIGN, REMOVE	AS	1	\$29.68	\$29.68	\$250.00	\$250.00	\$26.47	\$26.47	
706-3	RETRO REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	72	\$3.56	\$256.32	\$7.00	\$504.00	\$3.18	\$228.96	
710-11-1	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.416	\$1,780.00	\$740.48	\$2,250.00	\$936.00	\$1,588.22	\$660.70	
710-11-1	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	837	\$0.77	\$644.49	\$3.00	\$2,511.00	\$0.69	\$577.53	
710-11-1	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	127	\$1.19	\$151.13	\$6.00	\$762.00	\$1.06	\$134.62	
710-11-1	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL, TRAFFIC CALM 6"	EA	4	\$118.72	\$474.88	\$70.00	\$280.00	\$105.88	\$423.52	
710-11-1	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	LF	76	\$0.42	\$31.92	\$2.00	\$152.00	\$0.37	\$28.12	
710-11-2	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.369	\$1,780.00	\$656.82	\$2,250.00	\$830.25	\$1,588.22	\$566.05	
ASB-1	AS-BUILTS	LS	1	\$6,529.60	\$6,529.60	\$4,500.00	\$4,500.00	\$18,774.86	\$18,774.86	
ST-1	SPEED TABLE	EA	2	\$7,052.20	\$14,104.40	\$5,500.00	\$11,000.00	\$3,876.80	\$7,757.60	
				GRAND TOTAL		\$585,805.49		\$629,270.75		\$948,500.00

AGENDA ITEM SUMMARY

Approve overhead to Underground Conversion Project for West Terry Street Project with Florida Power & Light (FPL) consistent with FPL’s Electric Tariff, in the amount of \$1,076,033 converting from electric poles to underground facilities on West Terry Street.

MEETING DATE: 3/3/2021

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

Matt Feeney
Assistant City Manager

BACKGROUND:

Attached is the Florida Power & Light Company’s Underground Facilities Conversion Agreement for West Terry Street from Pine Avenue to Edenbridge Court, for converting from electric poles to underground facilities on the north side of West Terry Street, along the recently completed multi-use pathway. The binding cost estimate from FPL is \$1,176,251 and follows the formula set forth in the tariff. The cost estimate includes a more than \$498,960 adjustment credit for FPL’s ASRC (Avoided Storm Restoration Cost) waiver.

Removal and burial of other utilities (Comcast, CenturyLink, etc.) are the responsibility of the City, and will be addressed through Relocation Agreements for each individual utility. These agreements will be forthcoming at future Council meetings.

Attachments: FPL Building Cost Estimate

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

IF YES, WHICH STRATEGIC OBJECTIVE? #5 Community Aesthetics

STAFF RECOMMENDATIONS: Approve overhead to underground conversion project for West Terry Street project with FPL

REVIEWED BY:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director: Matt Feeney

COUNCIL ACTION:

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



February 11, 2021

Mr. Matt Feeney
Public Works Director
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

**Re: City of Bonita Springs
Overhead to Underground Conversion Project
W Terry St
Binding Cost Estimate
WR #8284820**

Dear Mr. Feeney:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, we have completed the binding cost estimate for the project designated as the W Terry St project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is \$1,176,251. The underground drawings for the project are being finalized and a full set will be sent to you once they are complete. In addition, the cost estimate includes a more than \$ 498,960 adjustment credit for both FPL's ASRC (Avoided Storm Restoration Cost) waiver and as required in the CIAC formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- FPL performs all of the underground work.
- All work will be performed during the daylight hours, 8 A.M. to 5 P.M., Monday through Friday. Any after hours work, e.g. disconnect / reconnect service appointments, would be an additional expense for the County.

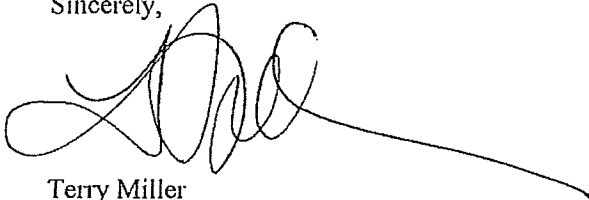
This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the CIAC and you must pay the remaining difference of \$ 1,076,033. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sub-surface compaction, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Trenching/backfilling for service laterals.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and the city as this project progresses. If you have any questions, please contact me at 954-327-3124.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Miller', with a long horizontal line extending to the right.

Terry Miller
Project Manager, OH/UG Conversions
Power Delivery
FPL

cc: Chanda Young-Brown – FPL
Tracy MacFarlane– FPL

Attachments

Overhead to Underground Conversion - Customer Cost Sheet

Project: Bonita Springs - W Terry St

Date Estimate Provided to Customer: February 12, 2021

FPL Performs ALL Work

Underground Cost

New UG Install & Make ready (+)	\$1,318,250	Cost for FPL to install new underground and transition facilities
Equivalent OH Installation (-)	(\$406,841)	Cost to install an overhead system at current hardening standards

Existing Overhead Cost

OH Removal Cost (+)	\$234,122	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	\$262,390	Net Book Value of existing OH facilities to be removed
Operational Costs Differential (+)	(\$231,670)	30-year Net present value of the est. operational OH / UG Diff. cost
Salvage Value (-)	\$0	Credit for re-usable items
Subtotal*	\$1,176,251	Total customer contribution as specified in Tariff 12.2.3
	(\$92,119)	ASRC - Tier 2 - 10%
CIAC	\$1,084,132	
Engineering Deposit (-)	(\$8,099)	Engineering deposit previously collected
Subtotal*	\$1,076,033	
Net Due FPL	\$1,076,033	Total customer contribution owed

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install & Make ready (+)	\$1,318,250	\$401,443	\$699,996	\$216,811
Credit for equivalent OH (-)	(\$406,841)	(\$160,123)	(\$179,604)	(\$67,114)
OH Removal Cost (+)	\$234,122	\$153,305	\$48,486	\$32,331
Total	\$1,145,531	\$394,625	\$568,878	\$182,028
Net Book Value (+)	\$262,390			
Operational Costs Differential (+)	(\$231,670)		1.3 miles	
Salvage Value (-)	\$0			
Subtotal*	\$1,176,251			
GAF	(\$92,119)			
CIAC	\$1,084,132			
Engineering Deposit (-)	(\$8,099)			Engineering deposit previously collected
Subtotal*	\$1,076,033			
Net Due FPL	\$1,076,033			

Major Material Breakdown

	Quantity	Item
Install	59,764	Primary UG Cable (feet)
	6	UG Switch Cabinet (0 Vista Sw's)
	15	UG Transformer (each)
	4	Splice box for UG feeder (each)
Remove	22,524	OH Primary Conductor (feet)
	58	Poles (each)
	18	OH Transformer (each)
	1,191	Primary UG Cable (feet)

UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF)

This Agreement, is made and entered into this ____ day of _____, 20____, by and between CITY OF BONITA SPRINGS (Applicant"), with an address of 9101 Bonita Beach Rd, Bonita Springs, FL 34135 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"): W Terry ST (collectively, the "Existing Overhead Facilities, WR 8284820") to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities, WR 8284820").

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion (select one of the following ASRC Tiers):

ASRC Tier 1:

- a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
- b. The Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
- c. If the Applicant requests that facilities be placed in the ROW, the Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL or secure a ROW agreement through the appropriate local government(s) with FPL; and
- d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
- e. There are no state or federal funds available to the Applicant to cover any portion of the cost of the Conversion.

Special Circumstances. Conversions which do not meet the Tier 1 project size minimums described in section 1.a are eligible for the ASRC in the following special circumstances:

- i. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or
- ii. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.

(Continued on Sheet No. 9.721)

(Continued from Sheet No. 9.720)

ASRC Tier 2. All eligibility criteria remain the same as Tier 1 with the exception that the Conversion Area must only include between approximately 1 to 3 pole line miles or a minimum of approximately 85 detached dwelling units within contiguous or closely proximate geographic areas.

ASRC Tier 3. A Conversion Area that is less than 1 pole line mile within contiguous or closely proximate geographic areas. Additionally, Tier 1 requirements for project completion timing in paragraph 1.a., as well as, paragraphs 1.b. and 1.d. do not apply.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	\$ 1,176,251	
ii. ASRC	\$ 92,119	
iii. CIAC Due	\$ 1,084,132	(Assumes FPL performs ALL UG work)

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.
5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

Non-governmental Applicants, whose CIAC includes a Tier 1 or Tier 2 ASRC, shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

(Continued on Sheet No. 9.722)

(Continued from Sheet No. 9.721)

- 9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
- 10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.
- 11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
- 12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF BONITA SPRINGS

FPL

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Signed _____

Name _____

Title _____

Approved as to Terms and Conditions (if required by Applicant)

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed _____

Name _____

Title _____

**CITY/COUNTY RIGHT-OF-WAY
AGREEMENT FOR UNDERGROUND CONVERSIONS (WR #8284820)**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 20____ by and between CITY OF BONITA SPRINGS (“**Local Government**”), a Florida municipal corporation or county with an address of 9101 Bonita Beach Rd, Bonita Springs, FL 34135 and Florida Power & Light Company (“**FPL**”), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, Local Government has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the “**Conversion**”): W Terry St (collectively, the “**Existing Overhead Facilities**”) to underground facilities, including transformers, switch cabinets and other appurtenant facilities some of which may be installed above ground (collectively, the “**Underground Facilities**”) and has further requested that certain of the Underground Facilities be placed in certain of its road rights-of-way (“**Local Government ROW**”) and/or certain road rights-of-way owned by or under the jurisdiction of other agencies (“**Other ROW**”). Local Government ROW and Other ROW may be referred to collectively as “**ROW**”; and

WHEREAS, the Local Government has agreed to pay FPL the cost of such Conversion as required by FPL’s electric tariff and Section 25-6.115 of the Florida Administrative Code and has or will enter into a separate Underground Facilities Conversion Agreement with FPL; and

WHEREAS, FPL is willing, subject to the terms and conditions set forth in this Agreement, FPL’s electric tariff and Section 25-6.115 of the Florida Administrative Code, to place certain of the Underground Facilities in the ROW.

NOW THEREFORE, in recognition of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties covenant and agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference into this Agreement.

2. Conditions Precedent to Placement of Underground Facilities in ROW

- (a) Local Government covenants, represents and warrants that:
 - (i) Local Government has full legal right and authority to enter into this Agreement;
 - (ii) Local Government has full legal right and authority to take all actions and measures necessary to fulfill Local Government's obligations under this Agreement;
 - (iii) Local Government hereby authorizes the use of the ROW by FPL for the purposes stated herein.
- (b) All applicable permits for FPL to install, construct, or maintain Underground Facilities in ROW must be issued on a timely basis by the appropriate agency, subject to the timely filing for permits by FPL.
- (c) Local Government agrees to provide, at its expense, a legal description that is acceptable to FPL of the ROW to be occupied by the Underground Facilities at a time before FPL initiates the design of the Underground Facilities. Said legal description shall be made part of this Agreement and attached as Exhibit "A".
- (d) FPL agrees to identify and document all existing FPL underground facilities within the ROW that will not be included under this Agreement. Local Government shall reimburse FPL's reasonable costs and expenses to deliver said documentation. Said documentation shall be made part of this Agreement and attached as Exhibit "B".
- (e) FPL warrants that the design of the Underground Facilities to which Local Government has agreed are in compliance with all operational and safety guidelines, codes and standards. FPL and Local Government have mutually agreed upon the location of the facilities within the ROW as per the construction drawings. Said construction drawings shall be attached as Exhibit "C" to this agreement, are part of this agreement, and may be amended to reflect changes to location of facilities as required.

3. Relocation and Rearrangement of FPL Facilities. If the Local Government or other agency with control over the Local Government ROW or Other ROW, for any reason whatsoever, requires that FPL relocate or rearrange, in whole or in part, any Underground Facilities (as they are to exist as a result of this Conversion, or as they may later be modified, upgraded, or otherwise altered) from or within the Local Government ROW or Other ROW, the Local Government, notwithstanding any language to the contrary in any applicable permit or franchise agreement, and prior to any such relocation by FPL, shall provide FPL with a substitute location, satisfactory to FPL, obtain any easements that may be necessary, and shall pay FPL for the costs of any such relocation, adjustment or rearrangement, now or in the future. Local Government shall reimburse FPL for all costs to locate, expose, protect or support the Underground Facilities, whether underground or above ground, in the event of future construction or excavation in close proximity to the Underground Facilities, when such services are required by Local Government or other agency with control over the Local Government

ROW or Other ROW Local Government shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Underground Facilities in Local Government ROW and, to the extent reasonably practicable, in Other ROW.

Local Government shall only be responsible for relocation costs associated with replacement facilities conforming to FPL standards in effect at the time of relocation. Any costs associated with the replacement facilities to provide increased capacity, improved reliability, future use facilities, or other such enhancements over and above the FPL standards in effect at the time of the relocation shall not be the responsibility of Local Government.

Nothing herein shall preclude Local Government from obtaining reimbursement for any and all costs requiring FPL to relocate or rearrange any of its Underground Facilities from that entity which initiated the requirement for the relocation or rearrangement of the facilities, excluding only other agencies which own or have jurisdiction over the ROW.

FPL shall be responsible for any and all costs of removal or relocation when such removal or relocation is initiated by FPL. Additionally, FPL agrees that when any portion of a street is excavated by FPL in the location, relocation or repair of any of its facilities when said location, relocation or repair is initiated by FPL, the portion of the street so excavated shall, within a reasonable time and as early as practical after such excavation, be replaced by FPL at its expense in a condition as good as it was at the time of such excavation.

4. **Abandonment or Sale of Local Government ROW.** If the Local Government desires to subsequently abandon or discontinue use of the Local Government ROW, and ownership of the land is transferred to a private party, the Local Government, as a condition of and prior to any such sale, abandonment, or vacation, shall grant FPL an easement satisfactory to FPL for the Underground Facilities then existing within the ROW or require the transferee to so grant FPL an easement satisfactory to FPL at the time of transfer. If ownership of the Local Government ROW is transferred to another public entity, that public entity shall take the ROW subject to the terms and conditions of this Agreement.

5. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities placed in the ROW.

6. **Title and Ownership of Underground Facilities.** Title and ownership of Underground Facilities installed by FPL as a result of this Agreement shall, at all times, remain the property of FPL.

7. **Conversion Outside ROW.** In the event that the FPL Underground Facilities are not, for any reason other than the sole error of FPL or its contractors,

constructed within the ROW, Local Government shall grant or secure, at Local Government's sole cost and expense, new easements or ROW grants for the benefit of FPL for the placement of the Underground Facilities in these areas, and shall secure subordinations of any mortgages affecting these tracts to the interest of FPL. In the alternative, at the discretion of Local Government, Local Government shall reimburse FPL for all costs incurred to remove said facilities which were constructed outside the ROW and for reinstallation within the ROW. FPL shall be responsible at completion of construction for notifying Local Government in writing of FPL's approval and acceptance of the conversion as being constructed within the ROW. Upon acceptance there shall be no further responsibility on the Local Government for relocations referenced in this paragraph.

8. **Agreement Subject to FPL's Electric Tariff.** This Agreement is subject to FPL's electric tariff, including but not limited to the general rules and regulations for electric service and the rules of the Florida Public Service Commission.

9. **Venue; Waiver of Jury Trial.** This Agreement shall be enforceable in Broward County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Broward County, Florida. By entering into this Agreement, FPL and the Local Government expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Attorney Fees.** In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own cost and expenses incurred and extended in connection therewith, including, but not limited to attorneys' fees and court costs through all trial and appellate levels.

11. **Assignment.** The Local Government shall not assign this Agreement without the written consent of FPL

12. **Recording.** This Agreement shall be adopted by the Local Government and maintained in the official records of Local Government for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

13. **Conflict between Terms of Permit or Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government and FPL, the terms of this Agreement shall control.

14. **Notice.** Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, telecopied, sent by Federal Express or a comparable overnight service or by U. S. registered or certified mail, with return receipt requested and postage prepaid to each party at their respective addresses set forth below:

As to Local Government:

With copies to:

As to FPL:

FPL
700 Universe Blvd.
Juno Beach, FL 33408
Attn.: FPL Legal Department

IN WITNESS WHEREOF, Florida Power & Light Company and Local Government have executed this Agreement on the date first set forth above.

For **CITY OF BONITA SPRINGS:**

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

Approved as to Terms and Conditions: _____
(signature/title)

Approved as to Form and Legal Sufficiency: _____
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By: _____
(signature)

Name: _____
(print or type)

Title: _____
(print or type)

Exhibit A

WR # 8284820

Exhibit B

WR # 8284820

Currently, there is no existing underground equipment within the road right-of-way.

Exhibit C

WR # 8284820

INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES
FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) - The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

- 1) The estimated cost to install the requested underground facilities;
- + 2) The estimated cost to remove the existing overhead facilities;^a
- + 3) The net book value of the existing overhead facilities;^a
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed;^a
- + 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential.
- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

Tier	Percentage	Pole-Line Miles	Customer Conversions	Completion
1 *	25%	3 or more	100%	3 phases
2	10%	1 to <3	100%	3 phases
3	5%	< 1	n/a	n/a

* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

^a In calculating the Applicant's CIAC, elements 2, 3, and 5 of the CIAC formula above are to be excluded from CIAC due from an applicant who submits an application providing a binding notification that said applicant intends to convert existing non-hardened overhead feeder facilities to underground feeder facilities.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

- 25% x the otherwise applicable CIAC;
- + 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve Contract Amendment #1 with Florida Department of Emergency Management for the Spring Creek/Bonita Springs Golf Course Flood Improvement Project # 4337-271-R

MEETING DATE: 3/3/2021

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

BACKGROUND:

City Council approved an agreement with Florida Department of Emergency Management (DEM) for Hazard Mitigation Grant Funds (HMGP) on December 20, 2019 and received a fully executed agreement from DEM on January 17, 2020. Staff began the Request for Qualification (RFQ) process in mid-March 2020 to acquire an engineering firm to complete stormwater modeling, design plans and benefit cost analysis. Staff continues to work to develop construction plans.

The DEM agreement allows for changes to the contract through the amendment process. Amendment #1 extends the contract deadline from December 31, 2020 to September 30, 2021.

Attachment: DEM Modification #1 for Agreement H0340 (Spring Creek/Bonita Springs Golf Course Flood Improvement Project #4337-271-R)

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? YES NO

IF YES, WHICH STRATEGIC OBJECTIVE? 1) Stormwater Management, 3) Strengthen City Finances, 4) Environmental Protection, 5) Community Aesthetics

STAFF RECOMMENDATIONS: Approve Contract Amendment #1 with Florida Department of Emergency Management for the Spring Creek/Bonita Golf Course Flood Improvement Project # 4337-271-R

REVIEWED BY:

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

COUNCIL ACTION:

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

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4337-271-R
PROJECT TITLE:	Bonita Springs Golf Course, Flood Improvement, Phase I
CONTRACT #:	H0340
MODIFICATION #:	One

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Matt Feeney

Enclosed is your copy of the proposed contract/modification between **the City of Bonita Springs** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Two (2) Copies printed for Approval or One (1) copy to be electronically signed
<input type="checkbox"/>	Printed Single-sided <i>(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)</i>
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative <i>(blue ink)</i> or signed electronically
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications) May be signed electronically.
<input type="checkbox"/>	Two Signed and dated Originals mailed to FDEM – Tallahassee or One Original signed electronically and emailed to Grants Specialist. Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Maleather Y. Ash, 303A

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (501) 887-7283 or email me at Hector.Aponte@em.myflorida.com.

Contract Number: H0340
Project Number: 4337-271-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
THE CITY OF BONITA SPRINGS**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Bonita Springs ("the Sub-Recipient") to modify Contract Number H0340, dated, January 17, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$200,812.50, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on December 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin January 17, 2020 and shall end September 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF BONITA SPRINGS

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of the Bonita Springs Golf Course area in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-271-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, the City of Bonita Springs, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of a flow away system in the Bonita Springs Golf Course area, located in Bonita Springs, Florida, 34135. Coordinates (26.379030, -81.783310).

The project area covers from the northeast close to the intersection of Wild Turkey Avenue and Saint Patrick Lane, to the southwest near Shangrilla Road and Cockleshell Drive.

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include acquiring land, up-size culvert, and construction of roadway, drainage system ditches, swales, canals, berms, filter marshes, flow control structures, and overland flow ways.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure

worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
- b) Construction Plans and bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.

- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase

I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of a flow away system in the Bonita Springs Golf Course area in Bonita Springs, Florida, 34135.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4337-271-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 23, 2019; this Agreement was executed on January 17, 2020; and the Period of Performance for this project shall end on **September 30, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State/Local Contracting:	1 Month
H&H Study:	3 Months
Engineering Design Specifications:	8 Months
Permitting / Survey:	7 Months
Deliverables Submitted to FDEM:	5 Months
Total Period of Performance:	24 Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$267,750.00	\$200,812.50	\$66,937.50
Initial Agreement Amount:	\$267,750.00	\$200,812.50	\$66,937.50
***Contingency Funds:	\$12,250.00	\$9,187.50	\$3,062.50
Project Total:	\$280,000.00	\$210,000.00	\$70,000.00

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division’s approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$12,250.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$12,750.00

Funding Summary

Federal Share:	\$210,000.00	(75%)
Non-Federal Share:	\$70,000.00	(25%)
Total Project Cost:	\$280,000.00	(100.00%)

AGENDA ITEM SUMMARY

Accept Proposal from Tri-Town Construction for electrical upgrades in the Old 41 Road Downtown Redevelopment corridor, in conjunction with Florida Power & Light's overhead to underground conversion project in the amount of \$276,980.

MEETING DATE: 3/3/2021

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

BACKGROUND:

Florida Power & Light (FPL) is finalizing their project in the Old 41 Road Downtown Redevelopment area, undergrounding overhead to underground conversion. The next step requires the City to connect the existing businesses to the newly installed underground FPL lines. The City, under *CN 19-12 Construction Manager at Risk Continuing Services Contractor* Provides for pre-authorized contractors to provide services. Staff negotiated under the approved contract with Tri-Town to do the electrical service connection in the amount of \$276,980.

Attachments: Tri-Town Construction Proposal

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

IF YES, WHICH STRATEGIC OBJECTIVE? #5 Community Aesthetics

STAFF RECOMMENDATIONS: Staff recommends accepting Proposal from Tri-Town Construction for electrical upgrades in the Old 41 Redevelopment Corridor.

REVIEWED BY:

City Manager: **Arleen Hunter**

City Attorney: **Derek Rooney**

City Clerk: **Debra Filipek**

Department Director: **Matt Feeney**

COUNCIL ACTION:

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



TRI-TOWN CONSTRUCTION

CGC# 1512714 CCC#1329614

DATE: 2/1/2021

JOB NAME: City of Bonita Springs, Fl electrical upgrades

JOB LOCATION: Downtown Bonita Springs

CUSTOMER PHONE: 239-949-6246

CUSTOMER CONTACT NAME: Mr. Matt Feeney, Assistant City Manager and Bonita Springs City Council

WE PROPOSE TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH THESE SPECIFICATIONS, FOR THE SUM OF: Two hundred seventy-six thousand nine hundred eighty DOLLARS \$276,980.00

PAYABLE AS FOLLOWS: 10% deposit, invoiced per progress completion

ANY ALTERATIONS OR DEVIATION FROM THE SPECIFICATIONS SET FORTH HEREIN WILL BE SUBJECT TO ADDITIONAL CHARGES FURTHER, ANY ALTERATION OR DEVIATION FROM THE SPECIFICATIONS SET FORTH HEREIN MUST BE IN WRITING AND SIGNED BY BOTH PARTIES.

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN Fourteen (30) DAYS.

WE HEREBY SUBMIT THE FOLLOWING SPECIFICATIONS AND ESTIMATE:

Dispose of all debris and keep work area clean.

Engineering is not included.

All work will be per the current Florida Building Code.

Any unsafe or deemed unusable existing materials shall be removed and added to the job with notice

Scope of Work-General-

1. Band Shell Park Pedestal Meter – NO WORK
2. Band Shell Park Disconnect Meter- NO WORK

3. Fidelity Florida Realty-Combined -NO WORK
4. Feliciano MD- NO WORK
5. Historical Society- Connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 118' feet of 3#3/0 cu THHN in, hookup in meter coordinate changeover with FPL, remove overhead mast and cap meter top
6. Animal Hospital 27551- NO WORK
7. Animal Hospital 27567- Provide and install new 200 amp meter socket and ground to code, connect existing conduit into new meter, open U.G. cover, pull old conductors out, pull 66' feet of 3#3/0 cu THHN in, hookup in new meter coordinate changeover with FPL
8. Century Link utility- Provide and install new 100 amp meter socket, connect existing conduit into new meter, open U.G. cover, pull old conductors out, pull 15' feet of 3#6 cu THHN in, hookup in new meter coordinate changeover with FPL, remove overhead mast
9. Historic Resource- No work Unknown conditions to be included in contingency if required
10. Corner Store – NO WORK
11. Century Link Office – Provide and install new 200 amp meter, ground per code, connect existing conduit into new meter, open U.G. cover, pull old conductors out, pull 83' feet of 3#3/0 cu THHN in, hookup in new meter coordinate changeover with FPL, remove overhead mast
12. 27090 Old 41 Residence- Connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 210' feet of 3#3/0 cu THHN in, hookup in new meter coordinate changeover with FPL, remove old riser mast and wire cap hole in meter.
13. Tisch Laundry- Connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 65' feet of 3#500MCM cu THHN in, hookup in new meter coordinate changeover with FPL, remove overhead mast and cap meter top, conduit is assumed to be within 5' of meter
14. Los Regios Café- Connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 85' feet of 3#300MCM cu THHN in, hookup in new meter coordinate changeover with FPL, remove overhead mast and cap meter top, conduit is assumed to be within 5' of meter
15. Paqueteria- Provide and install approximately 50' of schedule 80 pvc mounted on side of building and tied into existing trough, connect conduit into existing trough, open U.G. cover, pull old conductors out, pull 141' feet of 3#300MCM cu THHN in, hookup in new meter coordinate changeover with FPL, remove old mast and cap trough
16. Upholstery/Green Room- Connect existing conduit into trough, open U.G. cover, pull old conductors out, pull 55' feet of 3#350MCM cu THHN in, hookup in new meter coordinate changeover with FPL, remove mast and cap trough

17. Marias- Connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 55' feet of 6#500MCM cu THHN in, hookup in new meter coordinate changeover with FPL, remove old mast
18. Wonder Gardens Home- Connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 210' feet of 3#3/0 cu THHN in, hookup in new meter coordinate changeover with FPL, remove old mast and cap top
19. Building for Sale #2- Provide and install new meter/disconnect outdoor and tie into existing panel, ground per code, open U.G. cover, pull old conductors out, pull 60' feet of 3#2 cu THHN in, hookup in new meter coordinate changeover with FPL, remove mast, cut in handhole
20. Twisted Tangle Café Combined
21. Wonder Garden's- Pull 68' feet of 6#500MCM cu THHN in from fpl splice box to new pole, pole by others and 68' is assumed to be from splice box to top of pole, find hand hole or directional drill up to 20'
22. Lift Station- Provide new meter socket, new timer and photocell and set on new concrete banjo pedestal, connect conduit into new meter, open U.G. cover, pull old conductors out, pull 110' feet of 3#3 cu THHN in, hookup in new meter coordinate changeover with FPL, remove and dispose of old mast and pole
23. Sign Light- Connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 60' feet of 3#3 cu THHN in, hookup in new meter coordinate changeover with FPL
24. Imperial Laundry- Provide new meter socket, connect existing conduit into meter, open U.G. cover, pull old conductors out, pull 32'' feet of 3#3/0 cu THHN in, hookup in new meter coordinate changeover with FPL, remove mast.
25. Savannah's Salon- Provide new meter socket, connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 35' feet of 3#2 cu THHN in, hookup in new meter coordinate changeover with FPL , remove mast.
26. Engel's Bicycle- Connect existing conduit into existing meter, open U.G. cover, pull old conductors out, pull 72' feet of 3#3/0 cu THHN in, hookup in existing trough, cap trough and remove mast, coordinate changeover with FPL
27. Coordinate all inspections/permits/apply for permits with existing drawings
28. Repair all pavers, damaged by FPL, with owner provided pavers
29. \$7,000 allowance for landscape repair after overhead wire removed by FPL
30. Repair damage caused by FPL removal of existing poles.
31. Street light connection to 2 banjos and longitude property feed to be included if needed in contingency work is unknown and needs investigation

Exclusions:

- All electrical panels and panel feeder wiring is existing to remain.
- Permit and permit fees not included.
- All Pole installation and removal by others.
- Disposal of old conduit/wire and meters included.
- All aerial cable by others.
- Low voltage not included.
- Saw cutting, patching, and X-ray of floors/ground by others.
- Cutting, channeling, and patching of walls and ceilings by others.
- Exterior paint

1. **SUFFICIENCY OF WORK AND WORKMANSHIP:** In performance of the scope of work agreed to hereunder, TRI-TOWN CONSTRUCTION, LLC (TTC) hereby agrees to provide quality workmanship and materials consistent with the quality of a similarly priced project in an equivalent location. Items which do not affect the structural integrity of the roof do not constitute a defect in workmanship or materials, TTC agrees to build in accordance with the plans, and or specifications prepared by Owner's design professionals, if applicable.
2. **TIME:** TTC hereby agrees to perform its work within a reasonable period of time subject to delays and work stoppages beyond its control provided payment is made in a timely manner. The parties agree that time is not of the essence in connection with this Contract and the construction work to be performed under this Contract.
3. **CHANGES:** Any changes to the scope of work shall entitle TTC to an equitable adjustment of both time and money proportionate to the extent of the change.
4. **TERMINATION:** In the event TTC is not paid in accordance with the terms of this Contract, or in the event the Owner commits a material breach of the contract in any respect, or in the event the work is stopped for a period of 30 days or longer, or the Owner is adjudged bankrupt, insolvent or has assets assigned for the benefit of creditors, then and in any of those events, TTC shall be entitled to terminate this contract upon three (3) days written notice to the Owner. In such an event, TTC shall be entitled to receive payment for all costs incurred through the date of termination; profit and overhead on that work plus lost profit on the balance of the work not preformed and reasonable attorney's fees and costs incurred by TTC shall be paid by Owner whether suit is filed or not. In addition, interest at the highest rate allowable by law shall be assessed from the date of the delinquency.
5. **ACCEPTANCE OF PROPOSAL** – The prices, specifications and conditions are satisfactory and are hereby accepted. TTC is hereby authorized to do the work as specified herein. Payment will be made as outlined above. Payments not received within thirty (30) day of the due date are subject to 1.5% finance charge per month. Both parties agree to all terms and conditions of this Contract.
6. **DAMAGE:** The Owner shall make no demand for liquidated damages for delay or actual damages for delay in any sum, and no liquidated damages may be assessed against TTC for any reason. TTC is not responsible for damage to plumbing, electrical, etc., on underside of roof decking. TTC is not responsible for breakage of driveways that are undermined or fill that has settled under surfaces allowing damages, or any driveway with pre-existing cracks or damages.

7. **INDEMNIFICATION:** The City of Bonita Springs, Florida (“Owner”) shall indemnify, defend, and hold TTC, its successors, assigns, employees, directors, managers, board members, partners, owners, officers, members, representatives, agents, affiliates, and consultants harmless from any and all claims, demands, causes of action, losses, costs, and damages, including, but in no way limited to, attorneys’ fees and costs claimed by third parties, pertaining to the performance of this Contract, and involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom. Owner’s obligation to indemnify, defend and hold TTC harmless is applicable whether any claims are caused in part by TTC, whether active or passive. Owner’s obligation to indemnify, defend, and hold TTC harmless is applicable whether any claims are caused in part by the concurrent act(s), omission(s), by and/or negligence of TTC, whether active or passive, provided however, TTC shall not be indemnified for its own sole negligence or willful misconduct. Owner’s obligation to indemnify, defend and hold TTC harmless is joint and several and specifically applies to claims brought by any party against TTC, including any of its affiliates, owners, representatives, or subsidiaries, which involve the scope of work of subcontractors, laborers, or materialmen that worked or provided labor or materials on the project.

To the fullest extent permitted by Florida law and to the limit by Section 725.06, Florida Statutes, TTC shall indemnify, hold harmless, and defend the Owner, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys’ fees to the extent arising out of or caused in whole or in part by any act, omission, error or default by TTC or their employees arising out of this agreement or its performance. TTC will be required to obtain indemnification agreements for Owner with each of its subcontractors, materialmen, or agents of any tier as well as evidence of insurance naming Owner as additional insured. Absent such agreements or insurance, TTC will bear such subcontractors, materialmen, or agents liability arising out of or caused in whole or in part by any act, omission, error or default by TTC’s subcontractors, materialmen, or agents. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. The forgoing does not pertain to any incident arising from the sole negligence or willful misconduct of the Owner as provided and limited above.

8. **CLAIMS:** A claim is a demand or assertion made in writing by the Owner to TTC, seeking relief arising under or relating to this Contract including the resolution of any matters in dispute between the Owner and TTC including construction performance and nonperformance and breach of contract claims.
9. **RELIANCE UPON CONTRACTING PARTY’S PROFESSIONALS:** Owner acknowledges and agrees that TTC shall not provide architectural or engineering services. TTC shall provide labor, services and materials in accordance with Owner’s architectural or engineering documents, but shall not be liable or responsible for any defect, omission or neglect contained within such documents. TTC shall also be indemnified by Owner for any hazardous conditions or waste contained upon Owner’s property and not as a result of any action of TTC.
10. **NOTICE OF CLAIMS/ACCESS TO PROPERTY:** Any claim not covered under the warranty made pursuant to this Contract must be made to TTC not later than 45 days from the last providing of

labor, services and/or materials by TTC. TTC is only obligated to make repairs under this Contract if a valid claim is made during said 45-day period, and Owner must allow TTC access to the identified property for any purpose contemplated by this Contract, including but not limited to re-inspection, whether the inspection as requested by TTC was considered necessary by the Owner.

11. DISCLAIMER:

A. TTC's responsibility and liability under this Contract will be terminated if TTC is prevented from fulfilling its responsibilities under the terms of this Contract by reason of delays in transportation, shortages of fuel and/or materials, strikes, labor shortages embargoes, fires, floods, quarantine restrictions, pandemics, governmental restrictions, earthquakes, hurricanes and any other acts of God, circumstances or cause beyond the control of TTC or by virtue of the Owner to properly maintain the work product which is the subject of this Contract.

B. TTC DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ANY GUARANTEES STATED IN THIS CONTRACT ARE GIVEN IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. Furthermore, TTC assumes no responsibility whatsoever for conditions of the property that existed prior to TTC's entry onto the project location.

12. **CHOICE OF LAW** – In the event that there is a dispute between Owner and TTC with respect to any part, portion, term, right or duty imposed by this Contract, said dispute shall be governed by the laws of the State of Florida.

13. **VENUE** – The parties agree that should any dispute occur between them, the matter should be heard in a court of competent jurisdiction in Lee (or Collier) County, Florida.

14. **ATTORNEY'S FEES, COSTS AND EXPENSES** – In any action or dispute arising under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses, including the expenses of experts, from the inception of the dispute to its termination, regardless of whether an action has been filed in a court of law. This provision specifically includes attorneys' fees and costs, and other expenses, incurred in litigating entitlement to and the amount of prevailing party attorneys' fees and costs the prevailing party is entitled to.

15. **ASSIGNABILITY:** This Contract is not assignable for any reason by Owner.

16. **WARRANTY:** TTC shall extend a three-year warranty from date of the issuance of the Certificate of Occupancy to Owner. The warranty includes all service and material provided by TTC. All material and fixtures must be purchased through TTC for three-year warranty to be valid. All material, fixtures, and appliances bought by Owner will not be under warranty. In order for warranty to become effective, final payment must be received within 30 days of invoice date. This warranty does not include imperfections that may result from normal settling, normal shrinkage or drying out, damage caused by soil or subsurface conditions or conditions resulting from condensation, expansion, contractions or warping of materials, or which result from negligence, abuse or a failure to maintain the home by Owner or from an act of God. TTC's warranty shall be limited to correcting the defective condition

within a reasonable period of time, and TTC shall not be liable for any consequential damages. By making the final payment, and accepting the warranty, Owner acknowledges fulfillment of TTC's obligations and Owner accepts the construction project as performed and waives all claims except those on the "punchlist" and those arising out of defective work with the limitations set forth above. Owner agrees that the timely performance of maintenance shall be a condition precedent to Owner's right to enforce this warranty. This warranty shall not be applicable to any problem caused, in whole or in part, by Owner's failure to timely perform maintenance. Under no circumstances, shall TTC be liable to the Owner, or any other person or entity, for consequential damages. Loss of use, "stigma" or market value damages, and "entrepreneurial incentive" damages shall all constitute "consequential damages" under this Contract. You also acknowledge that heat and moisture (including humidity) are two of the most significant factors contributing to mold growth, and thus, Florida's climate is conducive to mold growth. In an effort to reduce the possibility of mold growth in the residence, you agree to take any and all necessary precautions following the completion of the residence to reduce the possibility of mold growth, including without limitation, (i) inspecting the entire residence on a regular basis for conditions and issues in the residence which may be conducive to mold growth and if reasonably necessary, immediately remedy such issues through the use of a licensed contractor; (ii) maintaining a service contract with a licensed air conditioning company for the maintenance of the air conditioning system in the residence to ensure that the air conditioning unit is properly functioning at all times; and (iii) at all times ensuring that the temperature in the interior of the residence is no greater than 77 degrees Fahrenheit and the residence maintains a relative humidity of no greater than sixty percent (60%), regardless if the residence is occupied. You agree and acknowledge that you must comply with all such requirements and obligations in order to obtain service under this Warranty.

17. INTEGRATION: This Contract constitutes the entire agreement of the parties. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this document, and the extent not set forth herein, shall be of no force or effect. Neither party to this Contract is relying upon any promise or representation not set forth herein.

18. CONSTRUCTION INDUSTRIES RECOVERY FUND AND CHAPTER 558 NOTICE OF CLAIM

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 N. MONROE STREET, TALLAHASSEE, FLORIDA 32399-0783; 850-727-6530.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

19. MISCELLANEOUS:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION

LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER". FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Signature

Printed Name

Date

Signature

Marc Devisse – CGC# 1512714 CCC#1329614
Printed Name

Date

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve a Resolution accepting the resignation of one member of the Historic Preservation Board and appointing three new members to the Historic Preservation Board.

MEETING DATE: 3/3/2021

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
<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 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:

Alisha Feezor, a member of the City’s Historic Preservation Board, has expressed with regret that she must resign from the Board to fulfill personal commitments. Ms. Feezor has thoroughly enjoyed her time serving.

Section 5-50 of the City’s Land Development Code provides that the Board shall consist of seven members appointed by Council. Attached are three applications from persons who wish to serve on the Historic Preservation Board.

Attachment: Resolution
Applications

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

STAFF RECOMMENDATIONS: Approve Resolution

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 21-

A RESOLUTION ACCEPTING THE RESIGNATION OF ONE MEMBER AND APPOINTING THREE NEW MEMBERS TO THE CITY OF BONITA SPRINGS HISTORIC PRESERVATION BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida adopted Ordinance No. 06-08 establishing the City of Bonita Springs Historic Preservation Board to be comprised of seven members; and

WHEREAS, Ms. Alisha Feezor, who was appointed to the Historic Preservation Board by Resolution 18-30, has submitted notice of her resignation due to personal commitments; and

WHEREAS, there are currently two other vacancies on the Historic Preservation Board.

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

Section 1. The resignation of Alisha Feezor from the Historic Preservation Board is hereby accepted with regret.

Section 2. The following persons are hereby appointed to the City of Bonita Springs Historic Preservation Board:

1. Richard Meyers, whose initial term shall commence immediately and expire December 31, 2022.
2. Travis Burgoon, whose initial term shall commence immediately and expire December 31, 2021.
3. Jessica Zimmerman, whose initial term shall commence immediately and expire December 31, 2021.

Section 3. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of March, 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____

City Attorney's Office

Vote:

Carr	_____	Purdon	_____
Corrie	_____	Quaremba	_____
Forbes	_____	Steinmeyer	_____
Gibson	_____		

Date filed with City Clerk: _____

**APPLICATION TO
SERVE ON
ADVISORY COMMITTEE**

(PLEASE TYPE OR PRINT)

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

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

City Council District # _____

DATE: FEB 2 2021

PLEASE COMPLETE ALL SECTIONS		
NAME:	<u>Meyers</u>	<u>Richard</u>
	Last	First
		<u>P</u>
		Middle Initial
RESIDENCE ADDRESS:		
<u>25140 Fairway Dunes Ct</u>	<u>Bonita Springs</u>	<u>34135</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
<u>N/A</u>		
Street	City	Zip Code
MAILING ADDRESS: <u>same</u>		
Street	City	Zip Code
PHONE NO.		CELL PHONE # <u>952-237-2918</u>
	Home	Business
E-MAIL ADDRESS:	<u>Valkriders2@yahoo.com</u>	
FAX:		

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

Historic Preservation Board

NAME OF ADVISORY COMMITTEES

OCCUPATION: Retired

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Police Officer, Deputy Sheriff, Deputy US Marshal -
Assigned to FBI Fugitive Task Force.

Do you reside in Bonita Springs? Yes Address: as above
 No

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

My qualifications to be eligible are as follows:

BA Urban Studies Univ of Mn
MA Public Safety Univ of St Thomas
10 yrs as Park Commissioner, Orono Mn
6 yrs as Chair, Chair of Citizen Advisory Committee
for Minnehaha St Park MPLC Mn

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

N/A

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

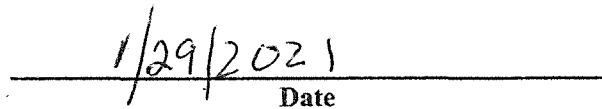
N/A

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

I understand that:

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


Signature


Date

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

G:\Admin Assistant\Nadine - Docs\City Clerk\Advisory Committee Application Feb 06 - copy.doc

APPLICATION TO SERVE ON ADVISORY COMMITTEE

(PLEASE TYPE OR PRINT)

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

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

City Council District # 2
DATE: February 24, 2021

PLEASE COMPLETE ALL SECTIONS		
NAME: Burgoon, Travis M.		
Last	First	Middle Initial
RESIDENCE ADDRESS:		
10655 Founders Way, Bonita Springs, Florida 34135		
Street	City	Zip Code
BUSINESS ADDRESS:		
Street	City	Zip Code
MAILING ADDRESS:		
Street	City	Zip Code
PHONE NO. (863) 243-8910		
CELL PHONE #		
Home		Business
E-MAIL ADDRESS: travistiretech@gmail.com		
FAX:		

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

1. Historic Preservation Board 2. Bicycle Safety 3. Outreach Advisory

NAME OF ADVISORY COMMITTEES

OCCUPATION: Lead Technician and Service Manager

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Do you reside in Bonita Springs?

Yes
 No

Address: _____

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

My qualifications to be eligible are as follows:

I am from Bonita Springs and looking for ways to give back to my city. I would like to find modern ways to share preserve and share our interesting history with the next generation. I live in the downtown area and would like to be a part of its revitalization.

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

N/A

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

N/A

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

I understand that:

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



Signature



Date

PLEASE RETURN THIS COMPLETED FORM TO:

**CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135**

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

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

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

City Council District # 3

DATE: 2/25/2021

PLEASE COMPLETE ALL SECTIONS		
NAME: Zimmerman, Jessica		
Last	First	Middle Initial
RESIDENCE ADDRESS:		
28790 Versol Drive, Bonita Springs, Florida 34135		
Street	City	Zip Code
BUSINESS ADDRESS:		
Street	City	Zip Code
MAILING ADDRESS:		
Street	City	Zip Code
PHONE NO. (941) 241-9880		CELL PHONE #
Home		Business
E-MAIL ADDRESS: jesszimmerman1@gmail.com		
FAX:		

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

1. Historic Preservation Board
2. Outreach

NAME OF ADVISORY COMMITTEES

OCCUPATION: Non-profit management

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Oversees Naples Board of Directors for BBYO, Jewish Federation of Naples; Committee for Teen Scholarships at Jewish Federation of Sarasota Manatee; Golden Harold Award Winner in Manatee County (Citizenship)

Do you reside in Bonita Springs?

- Yes
 No

Address: 28790 Versol Drive, Bonita Springs Florida 34135

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

My qualifications to be eligible are as follows:

I enjoy public service and community engagement. I am very interested in the history of this area, and I would enjoy taking part in its preservation.

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

None

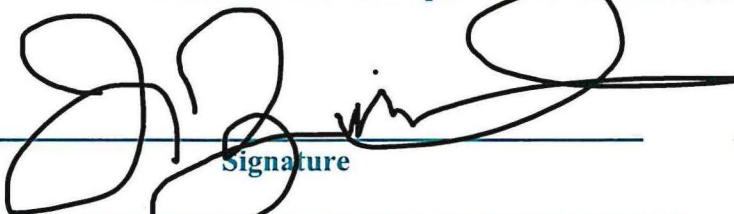
If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

None

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

I understand that:

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


Signature


Date

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

AGENDA ITEM SUMMARY

REQUESTED MOTION: Adopt a Resolution accepting the resignation of a member to the Tree Advisory Board and appointing a new member.

MEETING DATE: 3/3/2021

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

BACKGROUND:

Adopt a Resolution appointing a new member, Barbara Ogle, to the Tree Advisory Board to fill the vacancy created by the resignation of Ben Hershenson.

Attachments: Application of Barbara Ogle
Resolution

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

STAFF RECOMMENDATIONS: Adopt Resolution

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 ACCEPTING THE RESIGNATION OF ONE MEMBER AND APPOINTING A MEMBER TO THE CITY OF BONITA SPRINGS TREE ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, adopted Ordinance No. 6-10 and Amendment No 6-16 creating the City of Bonita Springs Tree Advisory Board, which is to consist of seven (7) members; and

WHEREAS, Ben Hershenson who was appointed to the Tree Board by Resolution No. 18-101 submitted his resignation to become a member of the Zoning Board.

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

Section 1. The resignation of Ben Hershenson from the Tree Advisory Board is accepted with regret.

Section 2. The following person is hereby appointed to the Tree Advisory Board: _____.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 3rd day of March, 2021.

AUTHENTICATION:

Deputy Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Steinmeyer
Forbes
Gibson
Corrie

Quaremba
Purdon
Carr

Date Filed With City Clerk: _____

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

OCT 8 2020

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

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

City Council District # 4

DATE: 10/8/20

PLEASE COMPLETE ALL SECTIONS		
NAME:	<u>Ogle</u>	<u>Barbara</u>
	Last	First
		<u>J</u> Middle Initial
RESIDENCE ADDRESS:	<u>24981 Carnoustie Ct Bonita Springs</u>	
	Street	City
		<u>34135</u> Zip Code
BUSINESS ADDRESS:	<u>N/A</u>	
	Street	City
		Zip Code
MAILING ADDRESS:	<u>Same as above</u>	
	Street	City
		Zip Code
PHONE NO. <u>239-947-9657</u>	Home	CELL PHONE # <u>239-878-2972</u> Business
E-MAIL ADDRESS: <u>bjogle@comcast.net</u>		
FAX: <u>239-947-9657</u>		

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

Tree Advisory Board
NAME OF ADVISORY COMMITTEES

OCCUPATION: Retired

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

Do you reside in Bonita Springs? Yes No Address: Same as above

OCT 8 2020

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

My qualifications to be eligible are as follows:

I have been a resident of Bonita Springs for 22 years. Before I retired I worked in the financial industry as well as a licensed mortgage broker with the state of Florida.

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

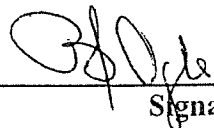
N/A

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

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

I understand that:

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


Signature

10/8/20
Date

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

CITY OF BONITA SPRINGS

Committee ID# _____
(Office Use Only)

The City of Bonita Springs complies with Local State and Federal laws, regulations and guidelines that prohibit discrimination based on race, sex, color, national origin, handicap, age or marital status

STATUTORILY CREATED REQUIRED COMMITTEE REPORTING DATA

The City of Bonita Springs is required by the State of Florida to collect and maintain the information requested below for statistical reporting purposes only. This information will be maintained separately from your application and will not be considered in the application evaluation process.

The information provided is required by State Statute, however, you have the right not to disclose any or all of this information. This form must be returned to the City of Bonita Springs.

Gender:	<input type="checkbox"/> Male	<input checked="" type="checkbox"/> Female	<input type="checkbox"/> Choose Not to Disclose
Handicapped/Disabled	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Choose Not to Disclose

If you have require special assistance or accommodations, please contact the City of Bonita Springs at 239 949-6262

If special accommodations are required, please specify:

+++++
RACIAL/ETHNIC DATA (CHECK ONE)

- WHITE: (Not of Hispanic Origin):** All persons having origins in any of the original people of Europe, North Africa or the Middle East.
- BLACK: (Not of Hispanic Origin):** All persons having origins in any of the Black racial groups of Africa.
- ASIAN OR PACIFIC ISLANDER:** All persons having origins in any of the original Peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example: China, Japan, Korea, the Philippine Islands and Samoa.
- AMERICAN INDIAN OR ALASKAN NATIVE:** All persons having origins in any of the original Peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.
- HISPANIC:** All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.
- CHOOSE NOT TO DISCLOSE**

AGENDA ITEM SUMMARY

REQUESTED MOTION: INFORMATIONAL ITEM: Update on maintenance for the Goodbread Grocery.

MEETING DATE: 3/3/2021

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

BACKGROUND:

Pursuant to Council's direction, certain maintenance activities, including fresh paint, plywood replacement, and minor roof repairs, will be performed on the Goodbread Grocery structure in an amount not to exceed \$8,000. Funding is available in the Goodbread Grocery CIP budget.

The Mayor has also advised that he would like to discuss with Council long-term plans for the Goodbread Grocery during this year's budget process.

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

IF YES, WHICH STRATEGIC OBJECTIVE? #5 Community Aesthetics

STAFF RECOMMENDATIONS: Informational item only.

REVIEWED BY:

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

COUNCIL ACTION:

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

AGENDA ITEM SUMMARY

REQUESTED MOTION: First public hearing to consider a home rule development agreement between the City of Bonita Springs, 9161 BBR LLC and 9171 BBR LLC for property at 9161 Bonita Beach Road and 9171 Bonita Beach Road, Bonita Springs, FL 34135.

MEETING DATE: 3/3/2021

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

BACKGROUND:

On May 6, 2020, the City Council provided direction to staff to negotiate a home rule development agreement pursuant to Chapter 2, Article II of the Land Development Code (LDC) between the City of Bonita Springs and the owner of properties located at 9161 and 9171 Bonita Beach Road.

The 9161 property is adjacent to City Hall and is under common ownership with the property located at 28000 Spanish Wells Boulevard, which is occupied by Benecard Services, LLC. The owner desires to develop these properties as a unified campus for the Benecard Services, LLC operations. The development will include up to 75,000 square feet of non-residential uses on 9161 Bonita Beach Road and up to 85,000 square feet of non-residential uses on 9171 Bonita Beach Road, consistent with those uses permitted within the Commercial Zone of the Bonita Beach Road Corridor District at a height not to exceed fifty (50) feet as prescribed and measured pursuant to the Bonita Springs LDC Section 4-187.

Permitting the two vacant parcels under a developer's agreement provides for greater preservation of rare and unique habitat and beneficial design to support this business expansion. In particular, it would allow the property owner surety that the space needed for business operations would be permitted while providing a larger preservation area than otherwise required by the LDC. The parcel at 9171 Bonita Beach Road contains a rare and unique habitat of xeric scrub. Utilizing a development agreement mechanism would allow the City and owner to shift a portion of the open space required from the western vacant parcel to the eastern parcel. Without an agreement, each parcel would be required to provide open space and native vegetation preservation individually.

The result would be the loss of habitat as well as a probable reduction in developable square footage based on direct application of development standards on both properties.

Development agreements require two public hearings pursuant to Florida Statutes 163.3225. The second public hearing would be scheduled for March 24, 2021 for final consideration.

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

IF YES, WHICH STRATEGIC OBJECTIVE? 4) Environmental Protection

STAFF RECOMMENDATIONS: Hold the first public hearing and advance to the second public hearing on March 24, 2021.

REVIEWED BY:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director: _____

COUNCIL ACTION:

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

**9161 AND 9171 BBR LLC
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter, "Agreement") is entered into this _____ day of _____ 2020, by and between the **CITY OF BONITA SPRINGS**, a municipal corporation under the laws of Florida, having its principal office at 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (hereinafter "City"), and **9161 BBR LLC and 9171 BBR LLC**, Florida limited liability companies, whose addresses are 26501 SOUTH TAMIAMI TRAIL Bonita Springs, Florida 34134 (hereinafter "Owner").

ARTICLE I. RECITATIONS

- A.** The Owner wants to pursue development of the Property generally consistent with the zoning and development regulations for the Commercial Zone of the Bonita Beach Road Corridor Overlay District and the CC zoning district; and
- B.** The City is permitted to enter into an agreement under its home rule powers where development is to be undertaken by a person who is not a local government, as set forth in Section 2-69(a), City of Bonita Springs Land Development Code; and
- C.** The Owner and City desire to enter into a development agreement under the City's home rule power; and

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

ARTICLE II. DESCRIPTION OF THE PROPERTY

A. PROPERTY SUBJECT TO THIS AGREEMENT.

The properties that are the subject of this agreement are legally described in Exhibit "A" which is attached hereto and made a part hereof, referenced as "Property".

B. OWNERSHIP.

9161 BBR LLC and 9171 BBR LLC are the owners of the Property described in Exhibit "A". All references herein to the Owner or Owners are understood to mean 9161 BBR LLC and/or 9171 BBR LLC, or their successors or assigns.

C. CONSISTENCY WITH COMPREHENSIVE PLAN.

The Future Land Use Map (FLUM) designates the property as General Commercial Future Land Use Category. The Proposed Development permitted by this Agreement will be consistent with the City's Comprehensive Plan.

D. CONSISTENCY WITH LAND DEVELOPMENT REGULATIONS

The property is located within the Bonita Beach Road Corridor District. The Bonita Beach Road Corridor District (BBRCD) has four zones. The properties are located in the Commercial Zone. Upon the Parties' compliance with their respective obligations under this Agreement, the Proposed Development permitted by this Agreement will be consistent with the City's land development regulations.

E. PROPOSED DEVELOPMENT OF THE PROPERTY

The Proposed Development of the Property will comply with the following:

1. The parcel located at 9161 Bonita Beach Road (the "West Parcel") is permitted to be developed with up to 75,000 square feet of uses consistent with the BBRCD, Commercial zone and the CC zoning. The maximum lot coverage for the West Parcel is fifty-five percent (55%). The building envelope on the West Parcel is shifted to the east to be located closer to an adjacent property to facilitate interconnectivity.
2. The parcel located at 9171 Bonita Beach Road (the "East Parcel") may be developed with up to 80,000 square feet of uses consistent with the BBRCD, Commercial zone and underlying CC zoning. The building envelope on the East Parcel has been shifted to preserve rare and unique indigenous habitat on the parcel.
3. The maximum permitted building height for the development of the East and West Parcels is fifty (50) feet as prescribed and measured pursuant to the Bonita Springs Land Development Code Section 4-187, as it may be amended.
4. The Parties acknowledge that medical office, business services, and drug store/pharmacy are uses that are consistent with the BBRCD, Commercial zone and the underlying CC zoning. These uses are explicitly permitted uses for both the West and East Parcels. The medical office, business services and drug store/pharmacy (without a drive through) are not auto-oriented uses.
5. Lighting shall meet the standard requirements as set forth in the City of Bonita Springs Land Development Code. Luminaries along the frontage and on the building are not required per Section 4-899(b)(2), LDC. Site lighting will be provided, and photometric information will be submitted with the development order application.

6. Parking will be permitted fifteen (15) feet from the Bonita Beach Road right of way. The general location of the parking areas shall be consistent with the attached graphic, Exhibit "B"
7. The East and West property can be developed consistent with the attached graphic Exhibit "B" depicting a building envelope. A block layout plan is not required.
8. Buffers:
 - A. The required buffers for the West Property are set forth below:
 1. South Buffer: 15-ft Type "D" with 6-ft fence.
 2. North Buffer: 15-ft Type "D" without fence. This buffer shall include native canopy trees planted at a minimum height of 14 feet rather than the LDC required minimum height of 10 feet.
 3. East Buffer: 5-ft Type "A" without fence.
 4. West Buffer: 5-ft Type "A" without fence. Abutting Commercial.
 - B. The required buffers for the East Property are set forth below: we propose the following: except when adjacent to preserve, in which case a buffer is not required:
 1. Property line adjacent to a preserve: No buffer required.
 2. South Buffer: 15-ft Type "D" with 6-ft fence.
 3. North Buffer: 15-ft Type "D" without fence. This buffer shall include native canopy trees planted at a minimum height of 14 feet rather than the LDC required minimum height of 10 feet.
 4. East Buffer: 5-ft Type "A" without fence.
 5. West Buffer: 15-ft Type "D" without fence.
9. Planters or other landscaping amenities will be provided in the Spanish Wells easement, if permitted by Spanish Wells. If the landscape amenities cannot be placed in the Spanish Wells easement, the amenities will be placed elsewhere for each parcel. The applicant will submit an exhibit to the City that identifies the location of the planters and landscaping amenity prior to installation..
10. A pedestrian connection to the existing sidewalk in Bonita Beach Road right-of-way shall be provided at the time of building construction of the East and West Property. The property owner will not be required to modify the existing sidewalk located in Lee County's Bonita Beach Road right-of-way. The Development Order applicant will be required to pay a fee in lieu for the difference between the width of the existing sidewalk and the sidewalk required by the Bonita Beach Road Corridor District. The funds will be utilized to provide for pedestrian or bicycle mobility proximate to the East

and West property. No luminaries or shade trees are required within the Bonita Beach Road right of way.

11. No private roads will be constructed within the Property. The East Parcel and the West Parcel will be developed with drive aisles and driveways.
12. The Bonita Beach road frontage will utilize vegetation to screen the parking lot and drive aisle. No street walls are required. The shrubs will be a minimum of three feet at the time of planting.
13. The parking on the West property will not exceed 25% above the minimum required parking. Parking for parcel West property will include a drive aisle to facilitate vehicular movement around the building and to be consistent with the designated street stub to the property to the west.
14. The West property will provide a street stub to the west. The street stub will align with the drive aisle located between the building and Bonita Beach Road. The street stub will be clearly marked to prevent traffic from traveling west until the adjoining property owner constructs the necessary improvements to provide the connection as provided in Section 3-301, LDC. Prior to the adjoining property owner obtaining a CC for the street stub the property owners will be required to provide mutual easement agreements to provide mutual access.
15. The East property will not provide an interconnect or an easement to the fenced Florida Power and Light facility due to Florida Power and Light restrictions and public safety. Should Florida Power and Light provide a cross access easement and other necessary authorizations to permit an interconnection at some future date, the owner of the East Property will coordinate with Florida Power and Light to provide the interconnection.
16. Dumpsters shall be screened.

F. OPEN SPACE REQUIREMENTS

The West Parcel open space requirement will be ten percent (10%). The West Parcel will not be required to provide indigenous open space. If there is indigenous vegetation that can be readily transplanted, or otherwise harvested, to the indigenous area on the east parcel, the replanting will be included in the first phase of the site work associated with the vegetation removal. If the vegetation cannot readily be transplanted then additional indigenous plantings may be required in the east parcel indigenous area.

The East Parcel will provide 1.18 acres of open space in the location depicted on Exhibit "B" for a total of 1.09 acres of indigenous (existing and restored). The 1.09 acres is in excess of the 1.02 acres total required indigenous for both

parcels. Portions of the indigenous and/or xeric scrub habitat will be placed into a conservation easement for the benefit of the City, with maintenance responsibility by the Owner, and any successor in interest. The conservation easement will be provided to the City prior to issuance of a Development Order for either the West or the East Parcel(s). The Owner can obtain a vegetation removal permit prior to the issuance of a Development Order to enable the Owner to remove exotic vegetation on both parcels within the development footprint identified on Exhibit "B". A Limited Development Order (LDO) will be required to obtain the vegetation removal permit, and a preserve management plan will be provided with the LDO application. Exotic vegetation must be removed prior to the creation of a conservation easement for the indigenous area. A planting/replanting plan will be provided, if needed, as part of the Development Order (DO) application for the building.

G. SETBACKS

The maximum street setback from Bonita Beach Road for the East and West Parcels is one hundred (100) feet. This 100' setback will include a fifteen (15) foot landscape buffer which may include decorative planters, double-loaded parking, a drive aisle, a five (5) foot sidewalk and a fifteen (15) foot perimeter building landscaping.

H. ACCESS, PARKING AND TRANSPORTATION IMPROVEMENTS

The access to the West Parcel will be from Bonita Beach Road and an eastern interconnection from 28000 Spanish Wells Boulevard. The access to the East Parcel will be from Bonita Beach Road and Spanish Wells Boulevard. The Owner will comply with Section 10-297, Lee County Land Development Code, in order to comply with applicable access and review standards for County roads lying in incorporated areas. The Owner will also comply with Division 2, Article III of the City of Bonita Springs LDC for special access provisions, connection separation, and continuation of existing street stub out.

The East and West Parcels will not be required to share parking due to the location of the parcels pursuant to the Bonita Beach Road Overlay. The Owner of West Parcel is encouraged to allow overflow parking during non-peak hours for government functions and events on the property at 9101 Bonita Beach Road, subject to a separate private agreement.

No on-street parking will be required for the Property.

ARTICLE III. OTHER PROVISIONS

A. EFFECT OF AGREEMENT

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

B. DURATION OF AGREEMENT

This Agreement will be effective upon execution of all parties and will continue in force for ten (10) years. It may only be terminated, amended, or extended as provided herein. The Development Agreement may be extended by mutual consent of the City and the Owner.

C. NOTICE

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

Derek Rooney
Gray Robinson
1404 Dean Street
Fort Myers, FL 33901

Neale Montgomery, Esq.
Pavese Law Firm
1833 Hendry Street
P.O. Box 1507
Fort Myers, Florida 33902-1507

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

D. AMENDMENT OF AGREEMENT

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

E. TIME EXTENSIONS

Except as otherwise provided herein, extensions of the time of performance of any time-certain commitment in this Agreement may be granted.

F. REVOCATION OR TERMINATION OF AGREEMENT

This Agreement will terminate upon the first to occur of the following events:

- a) Revocation of the Agreement by the City Council based on an alleged violation of the agreement with written notice, a reasonable time to abate the violation, and due process; or
- b) Final build out or declared build out of the Property; or
- c) Mutual consent of the Parties.

G. ASSIGNMENT

Owner may assign the benefit and obligations of this Development Agreement to a third party. Assignments must be in writing, with two witnesses and notarized. Written evidence of assignment must be provided to the City. The City will provide written acknowledgment of the assignment to the parties identified in Article IV.C as well as to the assignee identified in the notice.

H. SEVERABILITY

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

I. BINDING EFFECT

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

J. RECORDATION IN PUBLIC RECORDS AND EFFECTIVE DATE

The City will record this Development Agreement with the Clerk of the Circuit Court promptly after the Chairman's signature, but in no event later than fourteen (14) days of its execution. This Development Agreement is not effective until it is properly recorded in the public records of Lee County.

IN WITNESS WHEREOF, the undersigned have executed this agreement below on [Month] [day], 2021.

ATTEST:

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

By: _____
[Clerk], City Clerk

By: _____
Rick Steinmeyer
Mayor

Approved as to form:

Derek Rooney, Esq.
City Attorney

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

9161 BBR LLC, a Florida limited liability company, by its _____,

By: _____
[Name]
Its: [Position]

Witness

Witness Printed Name

Witness

Witness Printed Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing development agreement was acknowledged before me this _____ day of _____ 20____, by [name], [position] of 9161 BBR LLC, a Florida limited liability company, who is [] personally known to me or has produced _____ as identification.

Notary

(SEAL)

9171 BBR LLC, a Florida limited liability company, by its _____,

Witness

By: _____
[Name]
Its: [Position]

Witness Printed Name

Witness

Witness Printed Name

STATE OF FLORIDA

COUNTY OF _____

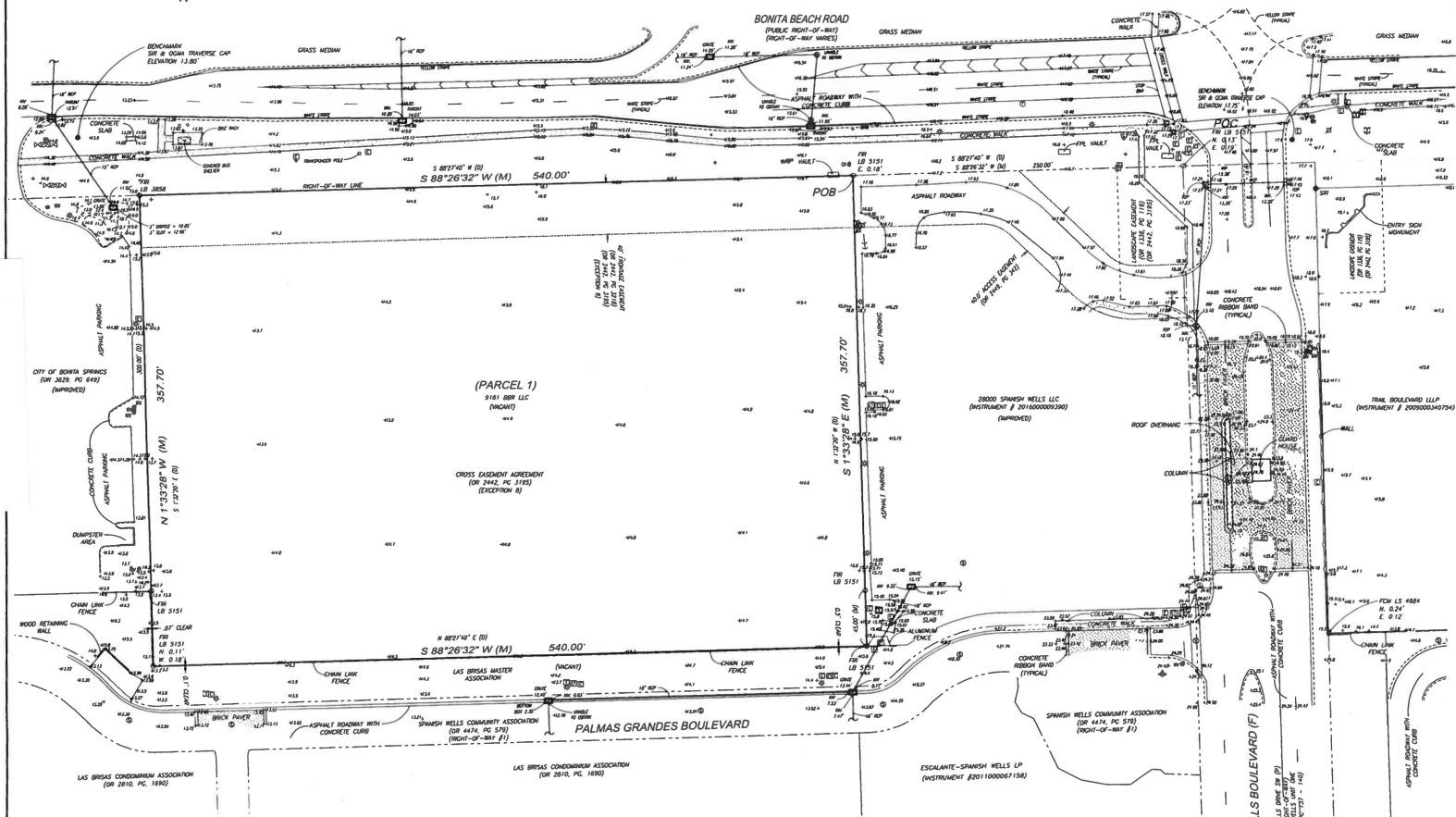
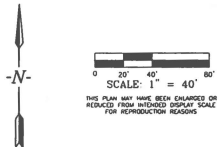
The foregoing development agreement was acknowledged before me this _____ day of _____ 20____, by [name], [position] of 9161 BBR LLC, a Florida limited liability company, who is [] personally known to me or has produced _____ as identification.

Notary

(SEAL)

Exhibits:

- A. Legal Description
- B. Conceptual Plans with Open Space



SCHEDULE B-II EXCEPTIONS
FOR OLD REMOVED MATERIAL FILE RECORDING COUNTY HAVING A FILE NUMBER OF 1507504, WHICH AN EFFECTIVE DATE OF NOVEMBER 1, 2015 AT 8:00 AM

- EXCEPTION #1: OWNER OF EXISTING AGREEMENT... RECORDS BOOK 2142 AT PAGE 3195... OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA... (SUBJECT PARCEL, EXHIBIT HEREIN)
- EXCEPTION #2: RECONSTRUCTION OF OLD GAS AND MINERAL RIGHTS AS RECORDED IN OFFICIAL RECORDS BOOK 2076 AT PAGE 17, OFFICIAL RECORDS BOOK 2088 AT PAGE 16 AND OFFICIAL RECORDS BOOK 2154 AT PAGE 141... (SUBJECT PARCEL, EXHIBIT HEREIN)

PROPERTY DESCRIPTION
THIS FILE SURVEY REPORT
A PORTION OF LAND LOCATED IN THE UNINCORPORATED TOWNSHIP OF SPANISH WELLS, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD (L.S. 88) AND THE NORTHERLY RIGHT-OF-WAY LINE OF SPANISH WELLS DRIVE, S.W. ACCORDING TO THE PLAN OF SPANISH WELLS DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 2076 AT PAGE 17 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 89°17'40\"/>

- NOTES:
1. BOUNDARIES SHOWN HEREIN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE. FIRST CORNER WITH 1983 MAGNETIC AND TRUE NORTH TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BONITA BEACH ROAD, LEE COUNTY, FLORIDA, AS BEING S 89°17'40\"/>
 2. THIS SURVEY WAS PREPARED WITH THE ASSISTANCE OF A TITLE SEARCH REPORT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY HAVING A FILE NUMBER OF 1507504 DATED NOVEMBER 1, 2015. ALL RECORDS MAY BE SUBJECT TO DISCOVERY, REEXAMINATION AND/or REVISIONS OF RECORD. ALL MATTERS OF LAW SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
 3. VERTICAL CURVES ARE SHOWN. BENCHMARK IS OLD 5742, BENCH ELEVATION 16.86 FEET (NAD 83) AND BE (PLUG) = 1.21 FEET TO CORNERED SPANISH CORNER 6.01.
 4. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING AN 1% FLOOD ELEVATION PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 1-100V-0001-A, DATED AUGUST 08, 2009.
 5. CROWN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DETECT THEM ON THIS MAP.
 6. DIMENSIONS SHOWN HEREIN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
 7. THIS SURVEY DOES NOT ADDRESS ANY DIMENSIONS CONCERNING DIMENSIONS OF ADJACENT PARCELS OR AREAS OF LAND.
 8. THIS CERTIFICATION IS ONLY FOR THE LINES DESCRIBED HEREIN. IT IS NOT A CERTIFICATION OF TITLE, SURVEY, SURVEYOR'S PROFESSION OR DIMENSIONS.
 9. THIS SURVEY IS MADE UNDER THE GENERAL SURVEY AND NOT ON THE BASIS OF BOUNDARY AND SOCIAL SURVEY OF A LATTERED FLORIDA SURVEYOR AND HAVING NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED UNLESS THE EXPRESSED WRITTEN CONSENT OF THE SURVEYOR.
 10. UNLESS OTHERWISE NOTED BELOW, ALL DIMENSIONS AND PLACEMENTS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
 11. BY SOMEHOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE REQUIREMENTS OF CHAPTER 327, PART 10, OF THE STATUTES OF FLORIDA AND CHAPTER 327.10, PART 10, F.A.C. PERTAINING TO CHAPTER 427.02, FLORIDA STATUTES.
 12. THERE ARE NO BUILDINGS UNDER CONSTRUCTION OR BARRIERS NOW AT THE TIME OF THIS SURVEY.
 13. THERE ARE NO OPENED AREAS THAT THE SITE IS BEING USED AS A SOLID WASTE DUMP, SWAMP OR SHALLOW WATER AT THE TIME OF THIS SURVEY.
 14. OWNERSHIP INFORMATION OF ADJACENT PROPERTIES SHOWN HEREIN OBTAINED FROM THE LEE COUNTY PROPERTY APPRAISER RECORDS AS OF 11/19/2020.
 15. DATE OF LAST FIELD WORK FOR THIS SURVEY SHOWN HEREIN 11-23-2020.

CERTIFIED TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA'S LAND TITLE SURVEY'S, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, AND 11 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 18 NOVEMBER 2020.

Digitally signed by Donald L. Sainteroy III, PSM
Date: 2020.11.19 14:44:26 -05'00'

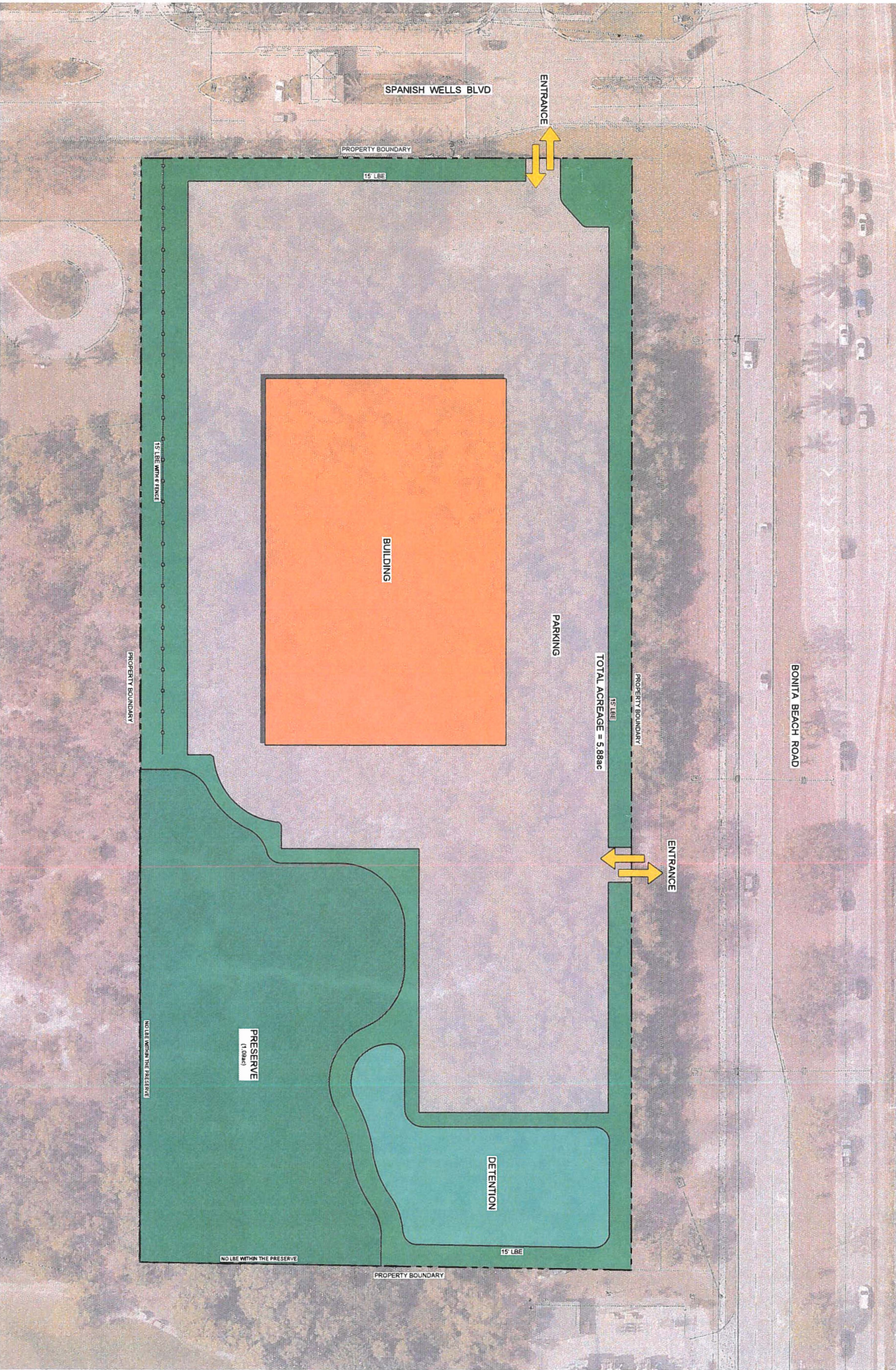
DONALD L. SAINTEROY III
P.S.M. #9781, FOR THE FIRM

ALTA / NSPS LAND TITLE SURVEY

(PARCEL 1)
9161 BONITA BEACH ROAD SE
LYING IN
SECTION 3, TOWNSHIP 48 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

LEGEND

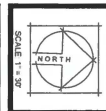
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SCALE: 1" = 30'

ULLMAN SITE PLAN
 9171 BONITA BEACH ROAD
 BONITA SPRINGS, FL

92/98



SCALE: 1" = 30'

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REVISIONS

SHEET
 1 OF 1

DATE: OCTOBER 2020

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MEETING OF WORK SESSION BETWEEN STAFF AND TWO OR MORE COUNCIL MEMBERS
CITY OF BONITA SPRINGS
TUESDAY, JANUARY 12, 2021
1:00P.M.
BONITA SPRINGS RECREATION CENTER (OLD RECREATION CENTER)
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135
MINUTES

I. ROLL CALL

The session commenced at 1:00 p.m. In attendance were Mayor Rick Steinmeyer, Council Member Amy Quaremba, and Council Member Chris Corrie. Also in attendance were City Manager Arleen Hunter, City Attorney Derek Rooney, and Assistant City Manager Matt Feeney. Members of the public in attendance included Jay Arend, Sheila Morales, Maureen Laurenz, Terry Lamaine, Dwight and Sandi Esmon, and Barbara Ogle.

II. DISCUSSION OF PROPOSED BONITA SPRINGS SENIOR CENTER

Mr. Arend addressed the formation of their board in 2020, meetings held, the need and proposed use of a senior center, funding, renovations, acquiring the building, etc. Discussion was also held on the use of the building, programs, Lee County, needed improvements, building design, etc.

III. ADJOURNMENT

The session adjourned at 2:13 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Mayor Rick Steinmeyer

CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, FEBRUARY 17, 2021

9:00 A.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 9:00 A.M.

2. Invocation:

Reverend Larry Fannon, with the Springs Church, furnished the invocation.

3. Pledge of Allegiance

At the request of Mayor Steinmeyer, Council Member Jesse Purdon led in the Pledge of Allegiance.

4. Roll Call:

Mayor Steinmeyer and all Council Members were in attendance, with Council Member Laura Carr arriving at 9:06 A.M.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items: No comments

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.)

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

RESULT: UNANIMOUS

MOTION BY: Mayor Steinmeyer

SECONDED BY: Council Member Jesse Purdon

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

- 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) **ADOPTED RESOLUTION NO. 21-15**
- 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)

9:06 A.M.

Nicole Perino, Parks and Recreation Director, introduced this item involving a presentation by Waldrop Engineering on the Bonita Springs Community Park Baseball Complex Phase 1 construction completion.

Will Hellman, Waldrop Engineering, provided a Powerpoint presentation (copy in Clerk's file). He addressed the Master Plan and phasing, Phase 1 goals and accomplishments, showed Phase 1 before and after photos, and addressed Phase 1 constraints and limitations. He further addressed stormwater management and improvements, ADA accessibility and site connectivity, ball field improvements, aesthetic improvements, and showed photos of the concession building, improvements made between fields 1 and 2, Phase 2 vision relating to the layout and little league standards, and improvements to be made in Phase 2 to improve safety for players and spectators.

In response to Council Member Fred Forbes, City Manager Arleen Hunter explained that Staff can bring back a budget transfer for Council's next meeting. Council Member Quaremba, Council Members Forbes, Mike Gibson, Chris Corrie, Jesse Purdon and Amy Quaremba all spoke in support of moving forward. Council Member Quaremba stated she would also like to know what the additional remaining phases will consist of. In response to Mayor Steinmeyer, Mr. Hellman explained that they can start the next phase in early fall.

10. Mayor and Council Member Items:

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

Mayor Steinmeyer introduced this item in which he is requesting a Council discussion. He feels the structure needs to be painted. Council Member Forbes also feels it is an eyesore and that they should move forward and make it historically correct. Council Member Gibson agreed he would like to see it cleaned up. He feels it should be used as a shadowbox or such where no one would actually go inside. He suggested maybe using it for historic displays, or divide it into 2 or 3 units for additional artists. Council Member Quaremba feels they need to think about whether that is the appropriate place for it. She does not like its present condition. She stated that the Historic Preservation Board provided some money but she can't recall what it was to be used for.

City Manager Hunter stated that there is a capital program line item, but unfortunately since the building was relocated it makes it more difficult to receive historic preservation funding. Elly McKuen, Senior Project Manager, Public Works, also addressed.

Council Member Carr explained that the Historic Preservation Board received funds for research of a historic village. She suggested work on moving forward with something more significant to improve it.

Council Member Chris Corrie feels that in the short term it needs to be painted and fixed up, and as we progress with downtown, look at where it might better be suited. He also feel this may not be the best location for it. He also agrees to the need to fix the structure now and then figure out if it's in the right location. Council Member Purdon agrees that it needs a facelift at a minimum.

Mayor Steinmeyer suggested for the immediate he would like to see it cleaned up. City Manager Hunter stated that there are funds in the current budget that can be used to paint the structure. Staff can put together a proposal and then address further during the budget process. She can also distribute the plans done by Sam Vincent to City Council as well. Council Member Forbes suggested making it look better by putting in trees and landscaping.

City Manager Hunter informed Council that Staff will bring back a proposal for some interim maintenance to Council at their next meeting. Staff will also recirculate the original plans to Council.

11. City Attorney's Items

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

City Attorney Derek Rooney furnished an overview relating to Council appointments to all of the liaison Boards. Council discussion followed.

Council Member Corrie motioned for the City Attorney to go to the EDC and ask 1) for an alternate membership/Board Member, or 2) that they amend their bylaws to add an additional seat for the City; Council Member Carr seconded; and the motion carried unanimously.

12. City Manager's Items

City Manager Hunter reminded Council that their March 17, 2021 City Council meeting has been rescheduled to March 24, 2021. She also reported that the City is continuing to monitor vaccine distribution from Lee County and will be updating Council when that information is received. She also addressed Lee County's discussions relating to COVID-19 funding in relation to rentals. She also provided an update on City Hall renovations and an issue with the wiring in that it is not code compliant. She will be coming back with more information. Lastly, she addressed the zip code item addressed previously (for Lover's Key). Council Member Purdon to provide the City Manager with information on procedures. City Manager Hunter to bring back information and will try to have updates at Council's next meeting. Staff will also work on a summary of committees to distribute – indicated on each committee as to whether it's an internal committee, whether it's a voting seat, whether it's required by State law or other law requirements that we have a committee member present, and which ones are fully liaison informational purposes.

Mayor Steinmeyer referred to Lover's Key and asked if we can change the name of Estero Boulevard to Bonita Causeway. City Manager Hunter explained that's a Lee County road, so we would need to inquire with Lee County on that.

Council Member Carr asked that when we look into the committees if we can also see if their Mission Statement has changed. She also asked for information on how much the City is contributing to external Boards.

13. Mayor and Council Member Reports

Council Member Quaremba reported on the Horizon Council meeting she attended and reported that Industry Appreciation event is moving forward in May at the new Luminary Hotel. They are expecting between 500 and 600 people. She also informed Council of a few new committees/task forces the Horizon Council is working on as well – a sports committee, an inclusion and diversity committee, and an aerospace/aviation committee.

Council Member Purdon addressed two items, the first relating to Senate Bill 406 (Big Cypress Basin). One of the big changes is that the Basin ad valorem levied in the counties would be used for flood control operations and maintenance only within the counties in which they are reflected. He also addressed the cemetery at Imperial and Bonita Beach Road, with the gravestones and the big billboard. He is trying to get rid of the sign, which he explained is a complicated process. He is going to be meeting with New Hope Church, the owner of the grave sites, to discuss with them anything they may or may not have planned in regards to beautifying that area.

Council Member Carr provided an update on the Historic Village, which she feels is only postponed and is going to happen. The Historic Preservation Board is looking for a private member to help them. The Lover's Key address is key and is time sensitive as they are putting up a federal building. She would like to get Bonita Springs on the plaque.

Council Member Forbes reported that at the MPO executive meeting last week, Don Scott commented that they're going to get \$3.25 million they had not counted on, noting that it is likely that two projects in Bonita Springs would get some of that money – the 41 and Bonita Beach Road intersection, and Old 41 South. He next addressed COVID-19 and reported that anyone with an underlying medical issue can get vaccinated at the hospitals. Lastly, he addressed House Bill 403 which deregulates home based businesses.

Council Member Gibson thanked the City Attorney for the ethics and procedural guidelines he provided to Council.

Council Member Corrie reported on a sound study of traffic noise Bonita Bay was conducting, which he will be forwarding to the City once complete. He also addressed the bills relating to home businesses and short term rentals.

14. Approval of Minutes: 02/03/21

Council Member Forbes motioned approval of the Minutes; Council Member Gibson seconded; and the motion carried unanimously.

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

15. Public Comment: None

16. Adjournment 10:30 a.m.

There being no further items to discuss, the meeting adjourned at 11:01 A.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

Rick Steinmeyer, Mayor

DRAFT