

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, MARCH 24, 2021
9:00 A.M.
CITY COUNCIL MEETING
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG Any written public comment must be received by 4:00 P.M. March 23, 2021.

1. Call to order:
2. Invocation:
3. Pledge of Allegiance
4. Roll Call:
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Zoning and land use items:

Public hearing of the following Zoning Resolution: A Zoning Resolution of the City of Bonita Springs requesting a variance from LDC 4-926(d)(3), which requires a side and rear setback of 10 feet for commercial accessory structures, to allow a setback of 5 feet along the western side property line and a 6 foot setback along the rear property line, and from LDC 4-1732, which requires 4 parking spaces per 1,000 square feet of indoor recreation facility for the existing clubhouse, to allow for a reduction of 8 parking spaces, to permit a dumpster enclosure for an existing recreational vehicle park in bonita springs. (Greensheet No. 21-03-057)

Short recess, if needed

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)
 - A. Review of January Monthly Financial Report. (Greensheet No. 21-03-050)
 - B. Approve Hold Harmless Agreement between the City and Worthington Master Association to improve and maintain two (2) medians on Bonita Grande Drive in front of the entrance to Worthington. (Greensheet No. 21-03-052)

- C. Approve Resolution confirming the selection committee’s recommended ranking and authorize staff to negotiate with the top ranked consultant, Kisinger Campo and Associates, for the Citrus Park/East Bonita Stormwater Improvement project (RFQ #20-29) Phase 1 design/construction improvements. (Greensheet No. 21-03-053)
- D. Approval of consent to hire Lisa Roberson as City of Bonita Springs Finance Director, with a start date of April 5, 2021. (Greensheet No. 21-03-060)
- E. Approve Budget Resolution to transfer budget from the Vehicle Replacement Reserve to Parks and Recreation for a replacement truck. (Greensheet No. 21-03-055)
- F. Approve the Caretaker’s Agreement for the Bonita Nature Place. (Greensheet No. 21-03-056)
- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Proclamations and Presentations:

- A. Receive presentation from Commissioner Kevin Ruane regarding the Southwest Florida Regional Resiliency Compact and MOU. (Greensheet No. 21-03-064)
- B. Receive and accept update by Waldrop Engineering, agent for DeFoor Allison Trust for Bonita Preservation Trust (property owner of the Shangri-La), for their master planning efforts as identified in the compliance agreement between the property owner and the City of Bonita Springs. (Greensheet No. 21-03-054)

11. Mayor and Council Member Items:

- A. Ratify Mayor Steinmeyer signing of Letter to Senator Passidomo to support implementing the scientific boundary recommended in the Big Cypress Basin Boundary Delineation study. (Mayor Steinmeyer; Greensheet No. 21-04-058)
- B. Discussion regarding a request for support from Commissioner Ruane regarding the attached letter concerning the Lake Okeechobee System Update Manual that the US Army Corps of Engineers is undertaking. (Mayor Steinmeyer; Greensheet No. 21-03-063)
- C. Reconsider the ratification of the Southwest Florida Regional Resiliency Compact MOU. (Purdon; Greensheet No. 21-03-059)
- D. Discussion of a potential process to allow for public input as the Council explores concepts with developers interested in the Bamboo parcel. (Quaremba; Greensheet No. 21-03-062)

Short recess, if needed

12. Public Hearing:

- A. Second 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. 21-03-061)

13. City Attorney’s Items

14. City Manager’s Items

15. Mayor and Council Member Reports

16. Approval of Minutes: 03/03/21

17. Public Comment

18. 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.

REQUESTED MOTION: A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS REQUESTING A VARIANCE FROM LDC 4-926(D)(3), WHICH REQUIRES A SIDE AND REAR SETBACK OF 10 FEET FOR COMMERCIAL ACCESSORY STRUCTURES, TO ALLOW A SETBACK OF 5 FEET ALONG THE WESTERN SIDE PROPERTY LINE AND A 6 FOOT SETBACK ALONG THE REAR PROPERTY LINE, AND FROM LDC 4-1732, WHICH REQUIRES 4 PARKING SPACES PER 1,000 SQUARE FEET OF INDOOR RECREATION FACILITY FOR THE EXISTING CLUBHOUSE, TO ALLOW FOR A REDUCTION OF 8 PARKING SPACES, TO PERMIT A DUMPSTER ENCLOSURE FOR AN EXISTING RECREATIONAL VEHICLE PARK IN BONITA SPRINGS.

REQUESTOR: Mary Zizzo, Esq., Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: No

BACKGROUND: Limetree Campsites Condominium, Inc., seeks two variances in order to construct a dumpster enclosure at their clubhouse site for the existing recreational vehicle park in Bonita Springs:

A variance from LDC 4-926(d)(d), which requires a side and rear setback of ten (10) feet for commercial accessory structures, to allow a setback of 5 feet along the western side property line and a 6-foot setback along the rear property line; and

- (1) A variance from LDC4-1732, which requires 4 parking spaces per 1,000 square feet of indoor recreation facility for the existing clubhouse, to allow for a reduction of 8 parking spaces.

The existing fence structure that houses all refuse and rubbish for the park does not meet current LDC requirements, therefore the structure cannot be altered. In order to construct a dumpster enclosure to existing LDC requirements, the variances must be sought. This is an existing site, created prior to incorporation.

The existing fence structure is 15 feet from the western side property line, and 0.68' from the rear property line. Currently, only 15 spaces exist for the site between the pool and clubhouse. Approval would result in the reduction of one space from current conditions.

The Zoning Board met on February 23, 2021 and voted 5-0 to recommend approval. Staff recommends approval of this request as conditioned in the Staff Report.

STAFF RECOMMENDATION: Approve as conditioned.

ATTACHMENTS:

1. Proposed Zoning Resolution
2. Staff Report with Attachments and Exhibits
3. Application

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

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

A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS REQUESTING A VARIANCE FROM LDC 4-926(D)(3), WHICH REQUIRES A SIDE AND REAR SETBACK OF 10 FEET FOR COMMERCIAL ACCESSORY STRUCTURES, TO ALLOW A SETBACK OF 5 FEET ALONG THE WESTERN SIDE PROPERTY LINE AND A 6 FOOT SETBACK ALONG THE REAR PROPERTY LINE, AND FROM LDC 4-1732, WHICH REQUIRES 4 PARKING SPACES PER 1,000 SQUARE FEET OF INDOOR RECREATION FACILITY FOR THE EXISTING CLUBHOUSE, TO ALLOW FOR A REDUCTION OF 8 PARKING SPACES, TO PERMIT A DUMPSTER ENCLOSURE FOR AN EXISTING RECREATIONAL VEHICLE PARK IN BONITA SPRINGS.

WHEREAS, Section 4-926(d)(3) of the City's land development code ("LDC") requires a 10 foot side and rear setback for all commercial accessory structures; and

WHEREAS, Section 4-1732 of the City's land development code ("LDC") requires 4 parking spaces per 1,000 square feet of indoor recreation facility; and

WHEREAS, the Applicant, Limetree Campsites Condominium, Inc., is seeking a variance pursuant to the aforementioned setback and parking calculation to accommodate an existing clubhouse site of an existing recreational vehicle park; and

WHEREAS, a Public Hearing was advertised and heard on February 23, 2021, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case VAR20-74088-BOS who recommended approval (5-0) after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

WHEREAS, City Council at their March 24, 2021 zoning meeting considered the record of the Zoning Board on Case VAR20-74088-BOS and gave full consideration of the Staff Recommendation, the evidence and testimony provided during the public hearing.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby grants a variance from the setback requirements of Section 4-926(d)(3) and the parking requirements of Section 4-1732, with the following conditions:

Conditions:

1. The variance is limited to the lot in question, known as 244 Limetree Park Drive, STRAP No. 28-47-25-B2-001M0.00CE, for the specific area shown on the site specific boundary survey (**Exhibit A**).
2. The proposed dumpster enclosure shall be setback a minimum of five (5) feet from the Western property line and six (6) feet from the Northern (rear) property line.
3. A minimum of fourteen (14) parking spaces shall be maintained at all times, between the clubhouse and pool area parking.
4. Unless modified by this variance request, at time of local development order, the proposed dumpster enclosure shall be otherwise in compliance with LDC Section 3-493.
5. At time of local development order, the restriping of the parking spaces shall be otherwise in compliance with LDC Sec. 4-1728.
6. The Limetree Park Community shall work with Lee County Solid Waste on a hauling schedule to ensure that overflow will not occur.

Findings & Conclusions:

Based upon an analysis of the application and the standards for approval of a variance, Bonita Springs City Council makes the following findings and conclusions, as conditioned:

1. There are exceptional or extraordinary conditions or circumstances inherent to the property in question;
2. The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the code from which this chapter is derived will not be considered self-created);

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

PROJECT NAME: LIMETREE PARK DUMPSTER ENCLOSURE
TYPE OF CASE: VARIANCE
CASE NUMBER: VAR20-74088-BOS
ZONING HEARING DATE: FEBRUARY 23, 2021
CITY COUNCIL HEARING DATE: TO BE SCHEDULED
PLANNER: MARY ZIZZO, ESQ., PLANNER II

REQUEST AND STAFF RECOMMENDATION

A variance from LDC 4-926(d)(3), which requires a side and rear setback of 10 feet for commercial accessory structures, to allow a setback of 5 feet along the western side property line and a 6 foot setback along the rear property line, and from LDC 4-1732, which requires 4 parking spaces per 1,000 square feet of indoor recreation facility for the existing clubhouse, to allow for a reduction of 8 parking spaces, to permit a dumpster enclosure for an existing recreational vehicle park in Bonita Springs.

Staff recommends APPROVAL of the variance as requested.

I. APPLICATION SUMMARY:

- A. Applicant: Limetree Campsite Condo Inc.,
- B. Agent: Bruce Dodge
- C. Request: A variance from LDC 4-926(d)(3), which requires a side and rear setback of 10 feet for commercial accessory structures, to allow a setback of 5 feet along the western side property line and a 6 foot setback along the rear property line, and from LDC 4-1732, which requires 4 parking spaces per 1,000 square feet of indoor recreation facility for the existing clubhouse, to allow for a reduction of 8 parking spaces, to permit a dumpster enclosure for an existing recreational vehicle park in Bonita Springs.
- D. Location: 244 Limetree Park Drive, Bonita Springs, Florida 34135
- E. Future Land Use Plan Designation, Current Zoning and Use of Property:

Future Land Use: General Commercial

Current Zoning: Community Commercial (CC),
U.S. 41 Corridor

Current Use: Clubhouse for Recreational Vehicle Park

F. Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Designation</u>
North: CC, Community Commercial and CG, General Commercial; Bay Crossings Commercial Complex.	General Commercial
East: RV-3, Recreational Vehicle District; Limetree Park Campsite Condo, Inc.	Medium Density Multifamily Residential
South: CPD, Commercial Planned Development; Limetree Park Drive Right-of-Way then North Bay Village Plaza (various commercial uses including restaurants and professional offices).	General Commercial
West: CC, Community Commercial; John R. Wood Real Estate Building, then U.S. 41 Right of Way	General Commercial

II. **BACKGROUND AND INFORMATIONAL ANALYSIS:**

Introduction/Synopsis

The property is located at 244 Limetree Park Drive. The area requested to be improved is the Clubhouse parking lot, along the Southwestern property line of the recreational vehicle park. The Clubhouse is located outside of the gated entrance of Limetree Park Campsites abutting Limetree Park Drive, across from North Bay Village.

The Park was established in the 1980's. The Clubhouse parking lot houses the rubbish and refuse containers for all park residents. Currently, these containers are enclosed via a fence, which does not meet setbacks or comply with current requirements. Currently, the fence for the dumpster containers is as close as .68'

from the rear property line. Today's LDC standards require a dumpster enclosure, pursuant to LDC 3-493, which requires that the dumpster enclosure be constructed of walls and shall meet accessory structure setbacks as provided in LDC 4-926(d)(3). This would require the new dumpster enclosure to be at least 10 feet from each property line. Doing so would make this existing site that is already short on parking have even fewer parking spaces.

Therefore, the Applicant is requesting approval of a variance for:

- 1) A five (5) foot reduction in setbacks along the West side and a four (4) foot reduction along the North side (the rear property line), as required in LDC 4-926(d)(3) for the construction of a new dumpster enclosure.
- 2) A reduction of eight (8) parking spaces, to allow for 14 parking spaces instead of the required 22 spaces due to the area constraints, as required in LDC 4-1732.

Currently, the existing clubhouse is only utilized for neighborhood meetings or as a leisure area for residents to relax in the library. The Property Manager also has an office within the building. The Applicant has indicated that the majority of residents walk to meetings if they attend or walk to the pool. The site currently has 15 spaces, and the Applicant has indicated that a shortage of parking is not a concern at this location.

Approval of this request would allow this non-conforming site to come into compliance with current LDC requirements for dumpster enclosure construction, would provide a safe parking maneuver for the residents, would provide for a more aesthetically pleasing view from adjacent neighbors and from the right-of-way, and will ensure that that changes made per this request are Americans with Disabilities Act (ADA) accessible. Further, this request will be reviewed at time of local development order to ensure proper drainage, striping and slope.

Variance Review Criteria – Analysis

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

- (3) *Findings. Before making a recommendation to grant any variance, the zoning board must find that all of the following exist:*
 - a. *There are exceptional or extraordinary conditions or circumstances that are inherent to the property in question;*
 - b. *The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption*

of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the ordinance from which this chapter is derived will not be considered self-created);

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

(a) It is Staff's opinion the Applicant has a hardship that is not self-imposed – this is an existing site that is presumed to be lawfully permitted well before the City's incorporation that is not able to meet an LDC requirement without seeking relief from another requirement.

(b) The site was developed well before the City's incorporation. By way of this variance request, the Applicant is working towards compliance with LDC 3 with regards to dumpster enclosure construction.

(c) The variance granted is the minimum variance requested. The Applicant has worked diligently to try to make the most use of the dumpster enclosure while not prohibiting access to parking spaces. Further, the Applicant specifically worked to ensure that the new enclosure would not encroach into any easements.

(d) Staff does not find this request injurious to the neighborhood. The request will provide a more aesthetically pleasing view for all sides, compared to the dilapidated fence that currently exists.

(e) This is not a recurring request as each parcel is different. Staff does not believe that an amendment to the ordinance is necessary at this time as this is a unique situation.

Surrounding Zoning

The subject property is in an area surrounded by commercial properties. The adjacent parcels to the North and West are buffered by code required landscaping for those sites. Further, the request will make the view from the South better. In addition, the dumpster enclosure will be located farther from the Northern property line than it currently exists.

Neighborhood Compatibility

The proposed variance would not change the character of the neighborhood. The use of the area for refuse will not change.

Comprehensive Plan Considerations

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

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

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

The proposed variance will not increase density. It is Staff's opinion that the proposed variance does not conflict with the General Commercial future land use category.

Findings & Conclusions:

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

1. There are exceptional or extraordinary conditions or circumstances inherent to the subject property.
2. The exceptional or extraordinary conditions or circumstances are not the result of actions of the Applicant taken subsequent to the adoption of the ordinance.

3. The variance, if granted, is the minimum variance that will relieve the Applicant of an unreasonable burden caused by the application of the regulations in question to the subject property.
4. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
5. The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature so as to make it more reasonable and practical to amend the ordinance.

III. **RECOMMENDATION:**

Staff recommends **APPROVAL** of the Applicant's requested variances to allow for a setback reduction and parking reduction for the subject property. This recommendation of approval is based on the *Findings & Conclusions* contained herein. Staff does recommend the following conditions of approval.

1. The variance is limited to the lot in question, known as 244 Limetree Park Drive, STRAP #28-47-25-B2-001M0.00CE, for the specific area shown on the site specific boundary survey (**Exhibit A**).
2. The proposed dumpster enclosure shall be set back a minimum of five (5) feet from the Western property line and six (6) feet from the Northern (rear) property line.
3. A minimum of fourteen (14) parking spaces shall be maintained at all times, between the clubhouse and pool area parking.
4. Unless modified by this variance request, at time of local development order, the proposed dumpster enclosure shall be otherwise in compliance with LDC Sec. 3-493.
5. At time of local development order, the restriping of the parking spaces shall be otherwise in compliance with LDC Sec. 4-1728.
6. The Limetree Park Community shall work with Lee County Solid Waste on a hauling schedule to ensure that overflow will not occur.

IV. SUBJECT PROPERTY

The Applicant indicates the STRAP number is: 28-47-25-B2-001M0.00CE.


V. EXHIBITS

- A. Existing Site Specific Boundary Survey
- B. Current Condition Photographs

VI. ATTACHMENTS

- A. Site Plan
- B. Dumpster Layout Plan
- C. Variance Application
- D. Property Owner Notification Responses

NORTH ARROW



SCALE
1" = 30'

FOUNDATION LOCATION

FIELDBOOK PAGE

LEGAL DESCRIPTION
(AS PROVIDED BY CLIENT)

This is a special purpose survey for the dumpster location of a portion of Tract "M", Lime Tree Campsites as recorded in Plat Book 34, Pages 128 & 129 of the Public Records of Lee County, Florida.

The property address 244 Limetree Park Dr. per County Records.

LEGEND

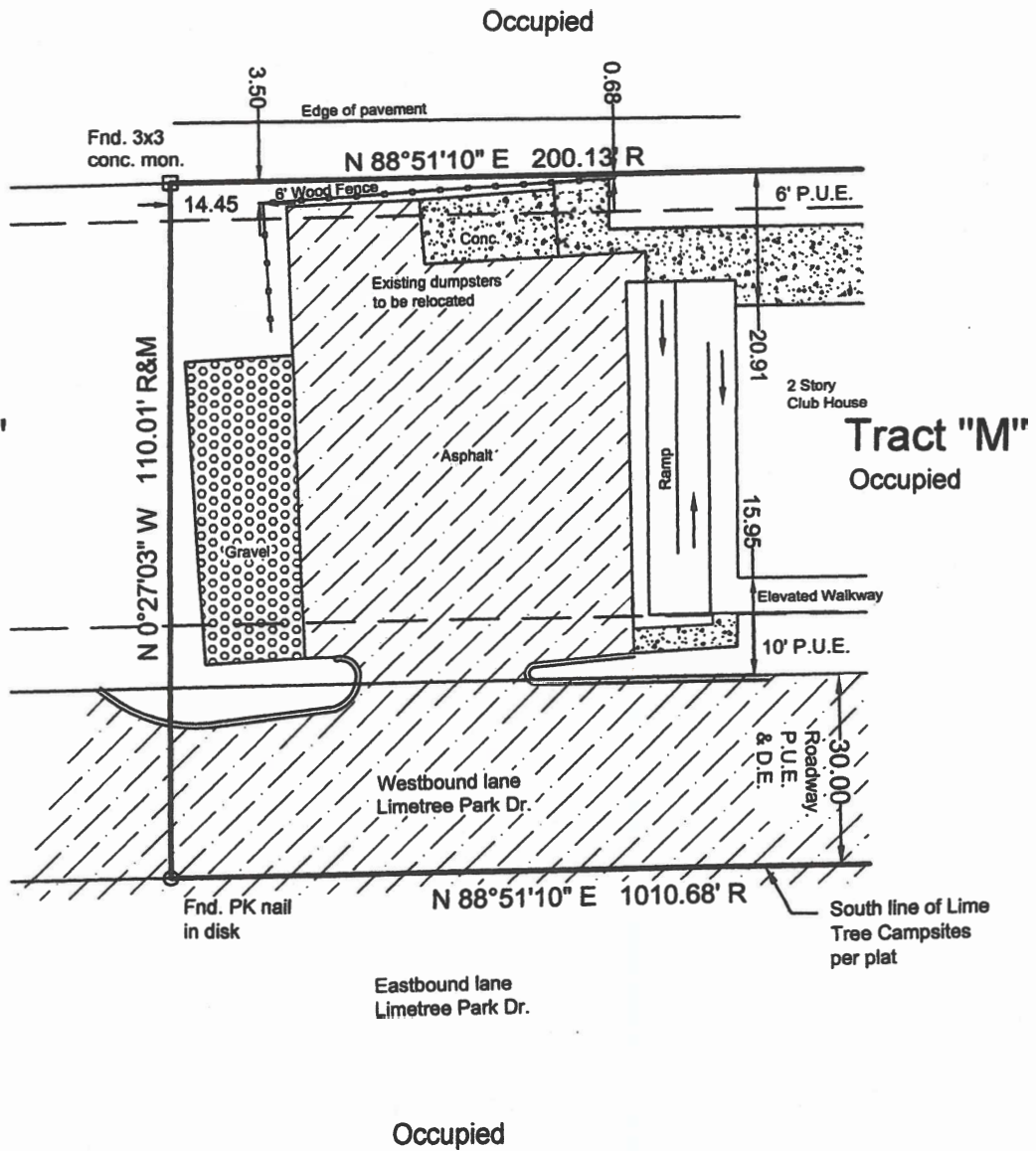
- SET CONC. MON. W/CAP I.D.# 3653
- SET IRON PIN W/CAP I.D.# 3653
- FD. CONC. MON. W/CAP
- FD. CONC. MON.
- FD. IRON PIN
- ASSUMED ELEVATION
- △ BENCHMARK
- R RECORDED
- M MEASURED

CON'T REVERSE SIDE
FINAL SURVEY DATE

EXHIBIT A

RECEIVED
JAN 12 REC'D
 City of Bonita Springs
 Community Development Dept

Tract "N"
Occupied



NOTES

- REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
- BEARINGS SHOWN HEREON ARE BASED ON Centerline of Limetree Park Dr. being N 88°51'10" E
- THIS PROPERTY LIES IN FLOOD ZONE X EL n/a PER F.I.R.M. PANEL NO. 12071C0656F, DATED 8/28/2008
- LAST DATE OF FIELDWORK 1/8/21
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

CERTIFICATE

I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the standards of practice set forth by the Florida Board of Land Surveyors, pursuant to Rule 5J-17 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon.

1-12-21
[Signature]

MARK O. ALLEN P.L.S. #3553
LB #6558

MARK O. ALLEN, INC.
PROFESSIONAL LAND SURVEYOR

FAX: (239) 992-6070
TELE: (239) 992-8900

10602 WOODS CIRCLE
BONITA SPRINGS, FL 34135

DWN. BY MG	CHK'D BY	ORDERED BY Bruce Dodge	SHEET 1 OF 1
			DWG. NO. 2020 - 19

EXHIBIT B









**Limetree Park
DUMPSTER RULES**

TENANTS ONLY PERMITTED TO USE DUMPSTER
DO NOT PLAY IN OR AROUND DUMPSTER
SECURELY BAG YOUR TRASH
DIGGING OR SCAVENGING PROHIBITED
PROHIBITED ITEMS:
• FLAMMABLE, TOXIC, OR HAZARDOUS MATERIALS
• FURNITURE, MATTRESSES, BOX SPRINGS, & APPLIANCES
• AUTO BATTERIES
EMPTY BOXES MUST BE BROKEN DOWN

VIOLATORS WILL BE PROSECUTED

QUESTIONS OR CONCERNS: PLEASE CALL 239-947-0880

**NO PARKING
IN FRONT OF DUMPSTER**











WESTERN PROPERTY LINE FACING STREET



Western Property Line

Gravel Parking Area

WESTERN PROPERTY LINE
(street view)

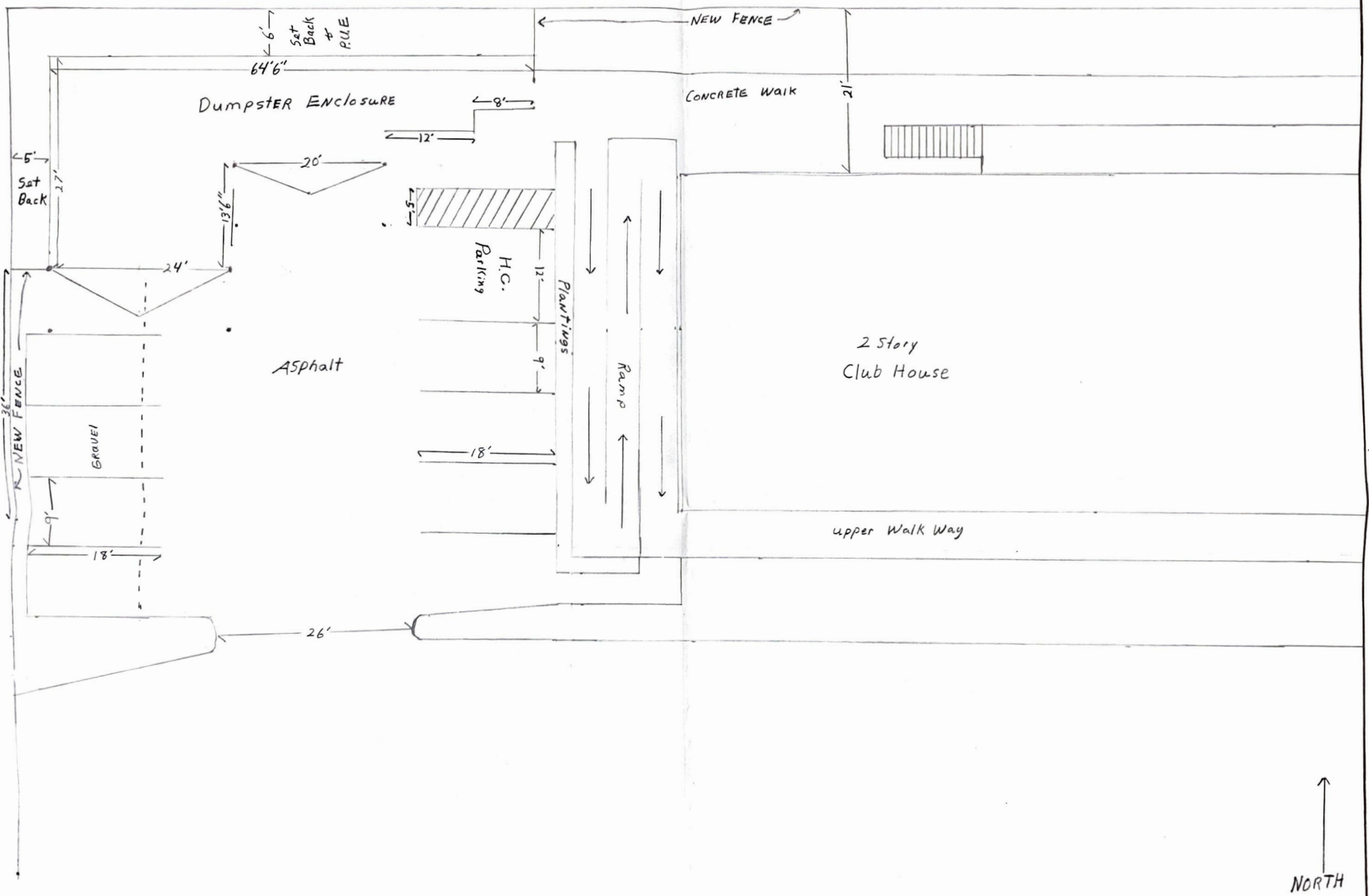


NORTHERN PROPERTY LINE
(rear of enclosure)



NORTHERN PROPERTY LINE
(rear of enclosure)

NORTH



EAST



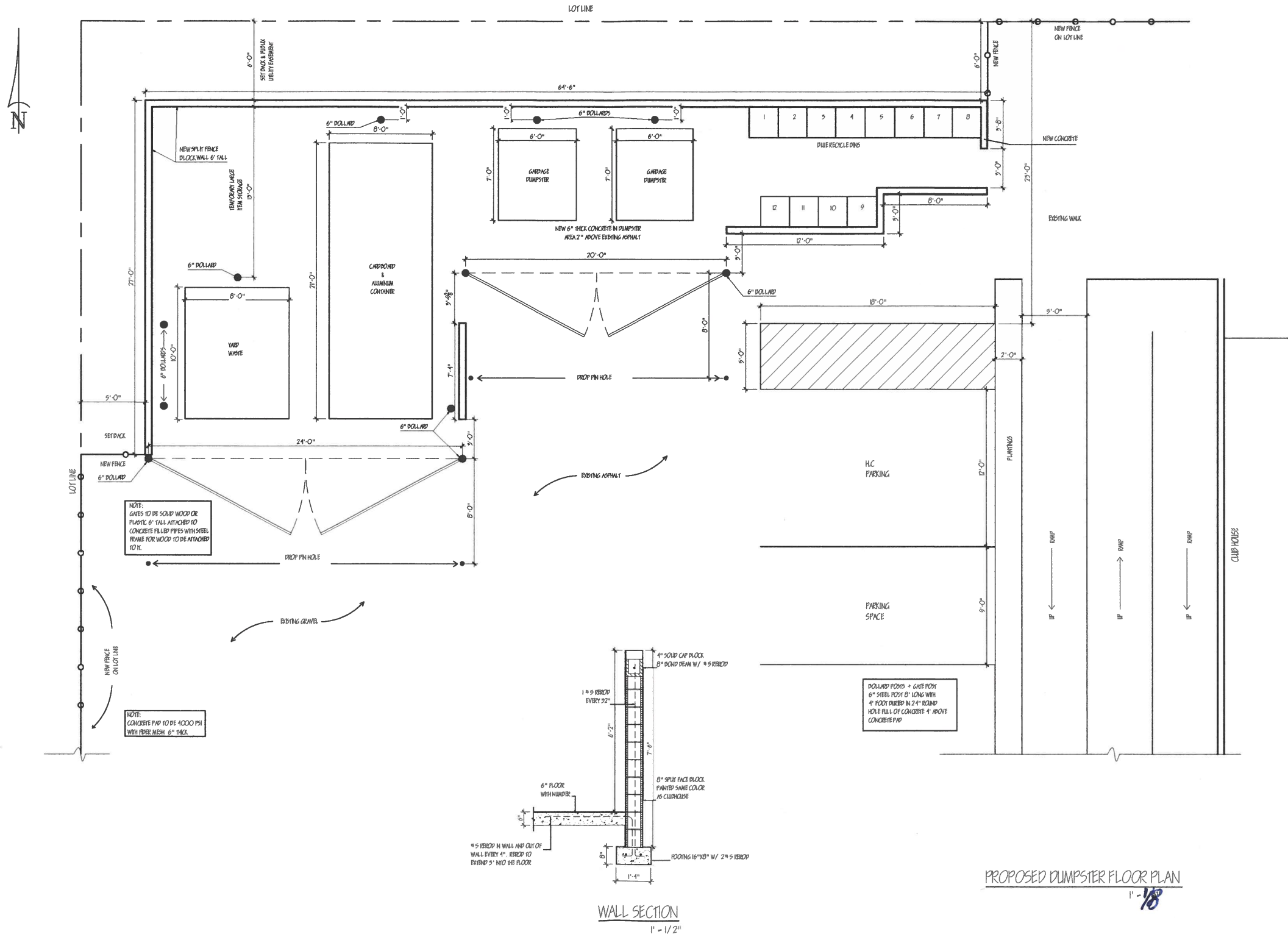
ATTACHMENT A

28256

SOUTH

LIMETREE Park Condo SITE PLAN		
SCALE: 1/8"=1'	APPROVED BY:	DRAWN BY: ED
DATE: 1-23-21		REVISED
		DRAWING NUMBER

ATTACHMENT B



LIME TREE PARK CONDO
PROPOSED EXISTING DUMPSTER MODIFICATION
LIME TREE PARK DR
BONITA SPRINGS
FL 34135

REVISIONS

NO	DATE
1	1/11/2021
2	1/25/2021

ATTACHMENT C

Applicant's Name: _____ Phone #: _____

Email: _____

Project Name: _____

STRAP Number: _____

Application Form: _____ Computer Generated* _____ City Printed

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

STAFF USE ONLY

Case Number: _____

Date of Application: _____

Fee: _____

Current Zoning: _____

Land Use Classification(s): _____

Comp. Plan Density: _____

Date of Zoning
Public Hearing: _____

Date of City Council
Public Hearing: _____

Planner Assigned: _____

Staff Recommendation: _____

PART I
APPLICANT\PROPERTY OWNERSHIP INFORMATION

A. Name of applicant: _____

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: Area Code: _____ Number: _____ Ext. _____

Fax Number: Area Code: _____ Number: _____

E-mail: _____

B. Relationship of applicant to property:

_____ Owner _____ Trustee* _____ Option holder* _____ Lessee*
_____ Contract Purchaser* _____ Other (indicate)* _____

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

C. Name of owner of property: _____

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____

Phone Number: Area Code: _____ Number: _____ Ext. _____

Fax Number: Area Code: _____ Number: _____

Email: _____

D. Date property was acquired by present owner(s): _____

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

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

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

Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

E-mail: _____

Attach list if more space is required.

PART II

GENERAL INFORMATION

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

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

_____ YES. Property is identified as:

Subdivision Name: _____

Plat Book: _____ Page: _____ Unit: _____ Block: _____ Lot: _____

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

STRAP NUMBER: _____

B. Project Street Address: _____

C. General Location of Property: _____

D. Vehicular route to the site from the nearest arterial road: _____

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

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

_____ Variance from:

_____ (Zoning) LDC Section _____

_____ (Docks and Shoreline) LDC Section _____

_____ (Development Standards) LDC Section _____

_____ (Signs) LDC Section _____

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

Ordinance Section: _____ Variance is:

FROM: _____

TO: _____

H. Property Dimensions

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

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

3. Frontage on road or street: _____ Feet

4. Width along waterbody (If applicable): _____ Feet

5. Total land area: _____ Acres or Square Feet

I: Facilities

1. Fire District: _____

2. Sewer Service Supplier: _____

3. Water Service Supplier: _____

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

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

Briefly describe current use of the property:

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

D.O. Number: _____

PART III
AFFIDAVIT

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

Signature of owner or owner-authorized agent

Date

Typed or printed name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was certified and subscribed before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

(SEAL)

Signature of notary public

Printed name of notary public

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

STRAP NO. _____ **CASE NO.** _____

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

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name, Address, and Office	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Name, Address, & Office (if applicable)	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract: _____

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

Name and Address

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

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

Signature: _____
(Applicant)

(Printed or typed name of applicant)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(SEAL)



RECEIVED
CITY OF BONITA SPRINGS

SEP 30 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

74088

**PUBLIC HEARING APPLICATION
FOR VARIANCES**

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

Applicant's Name: Limetree Campsite Condo Inc. Phone #: 616-638-5935

Email: B.brucehelen@comcast.net

Project Name: Dumpster enclosure

STRAP Number: 28-47-25-B2-001M0.00CE

Application Form: Computer Generated* City Printed

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

STAFF USE ONLY

Case Number: _____

Date of Application: _____

Fee: _____

Current Zoning: _____

Land Use Classification(s): _____

Comp. Plan Density: _____

Date of Zoning
Public Hearing: _____

Date of City Council
Public Hearing: _____

Planner Assigned: _____

Staff Recommendation: _____

**PART I
APPLICANT/PROPERTY OWNERSHIP INFORMATION**

A. Name of applicant: Limetree Campsite Condo Inc.
Mailing Address: Street: 244 Limetree Park Dr.
City: Bonita Springs State: FL Zip: 34135
Contact Person: Bruce Dodge
Phone Number: Area Code: 616 Number: 638-5935 Ext. _____
Fax Number: Area Code: 239 Number: 498-4774
E-mail: b.brucehelen@comcast.net

B. Relationship of applicant to property:

Owner _____ Trustee* _____ Option holder* _____ Lessee*
 Contract Purchaser* _____ Other (indicate)* _____

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

C. Name of owner of property: Limetree Campsite Condo Inc.
Mailing Address: Street: 244 Limetree Park Dr.
City: Bonita Springs State: FL Zip: 34135
Phone Number: Area Code: 616 Number: 638-5935 Ext. _____
Fax Number: Area Code: 239 Number: 498-4774
Email: b.brucehelen@comcast.net

D. Date property was acquired by present owner(s): July 6, 1984

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

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

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

Name: _____
Address: _____
Contact Person: _____
Phone: _____ Fax: _____
E-mail: _____

Attach list if more space is required.

PART II
GENERAL INFORMATION

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

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

YES. Property is identified as:

Subdivision Name: Limetree Campsite Condo Inc.

Plat Book: 34 Page: 128 Unit: _____ Block: _____ Lot: _____

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

STRAP NUMBER: 28-47-25-B2-001M0.00CE

B. Project Street Address: 244 Limetree Park Dr.

C. General Location of Property: East of the corner of 41 and Limetree park Dr.

D. Vehicular route to the site from the nearest arterial road: North on 41 from Bonita Beach rd to Limetree Park Dr, turn east or left on Limetree park dr. The park is at the end of the road about 1 block.

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

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

Variance from:

(Zoning) LDC Section LCD4-1732 & LCD4-926(d)(3)

(Docks and Shoreline) LDC Section _____

(Development Standards) LDC Section _____

(Signs) LDC Section _____

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

Ordinance Section: LCD4-1732 & 926(d)(3) Variance is:

FROM: 22 Parking spaces
10 Foot set back
TO: 14 Parking spaces
5 Foot set back

H. Property Dimensions

- 1. Width (average if irregular parcel): _____ Feet
- 2. Depth (average if irregular parcel): _____ Feet
- 3. Frontage on road or street: _____ Feet
- 4. Width along waterbody (If applicable): _____ Feet
- 5. Total land area: _____ Acres or Square Feet

I: Facilities

- 1. Fire District: Bonita Springs
- 2. Sewer Service Supplier: Bonita Springs
- 3. Water Service Supplier: Bonita Springs

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

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

Briefly describe current use of the property:

The area is used for our club house parking and dumpster area.

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

D.O. Number: _____

PART III
AFFIDAVIT

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

Bruce K Dodge
Signature of owner or owner-authorized agent

9-21-20
Date

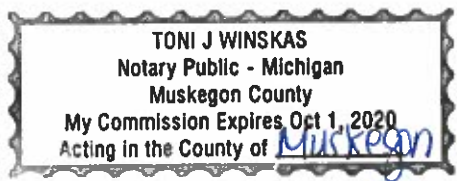
Bruce Dodge
Typed or printed name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was certified and subscribed before me this 21st day of September 2020, by Bruce K. Dodge, who is personally known to me or who has produced Driver License as identification.

(SEAL)

Toni J Winkas
Signature of notary public
Toni J. Winkas
Printed name of notary public



INK ENGINEERING, INC.
260 PROFESSIONAL PLACE
N. FORT MYERS, FLORIDA

LIME TREE CAMPSITES

Date: OCTOBER 1981

Job No.: 7899

A CONDOMINIUM SUBDIVISION IN SECTION 28, TOWNSHIP 47 SOUTH,
RANGE 25 EAST, LEE COUNTY, FLORIDA

DESCRIPTION

A TRACT OR PARCEL OF LAND IN SECTION 28, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH IS DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 88° 26' 02" WEST ALONG THE NORTHERLY LINE OF SAID SECTION 28 FOR 810.09 FEET TO A LINE PARALLEL WITH AND 810.00 FEET FROM THE EAST LINE OF SAID SECTION 28, AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE; THENCE SOUTH 00° 43' 34" EAST ALONG SAID PARALLEL LINE FOR 1001.51 FEET; THENCE SOUTH 88° 51' 10" WEST FOR 415.13 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 41 (STATE ROAD #45) NEW ALIGNMENT, KNOWN AS THE "BONITA BYPASS"; THENCE SOUTH 00° 27' 03" EAST ALONG SAID RIGHT OF WAY LINE FOR 110.01 FEET; THENCE NORTH 88° 51' 10" EAST FOR 1225.68 FEET TO THE EAST LINE OF SAID SECTION 28; THENCE NORTH 00° 43' 34" WEST ALONG SAID EAST LINE OF SECTION 28 FOR 1117.43 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN INGRESS & EGRESS EASEMENT OVER, ALONG, AND ACROSS THE SOUTH 30 FEET OF THE WEST 500 FEET THEREOF.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS & EGRESS AS DESCRIBED IN OFFICIAL RECORD BOOK 1268 AT PAGES 1497 AND 1498, LEE COUNTY, FLORIDA PUBLIC RECORDS.

NOTES:

A 75' DRAINAGE & PUBLIC UTILITY EASEMENT IS RESERVED AROUND THE BOUNDARY OF EACH CONDOMINIUM UNIT PARCEL.

THERE ARE 241 CONDOMINIUM UNIT PARCELS DENOTED BY: NUMBERS 1 THRU 230, LETTERS A THRU K.

TRACT L DENOTES A ROADWAY, DRAINAGE, AND PUBLIC UTILITY EASEMENT.

TRACT M DENOTES THE COMMON AREA.

TRACT N IS NOT A PART OF THE CONDOMINIUM SUBDIVISION.

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SURVEY OF STATE ROAD NO 45, U.S. 41, BONITA SPRINGS BYPASS.

P.U.E. DENOTES PUBLIC UTILITY EASEMENT

D.R.E. DENOTES DRAINAGE EASEMENT

□ DENOTES FOUND CONCRETE MONUMENT

○ DENOTES PERMANENT CONTROL POINT (P.C.P.) OR PERMANENT REFERENCE MONUMENT (P.R.M.)

NOTICE

LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWAGE FACILITIES BEING SPECIFICALLY APPROVED OR ACCEPTED BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OF, OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE AND SEWAGE FACILITIES WITHIN THE SUBDIVISION.

NAPLES FEDERAL SAVINGS AND LOAN ASSOCIATION

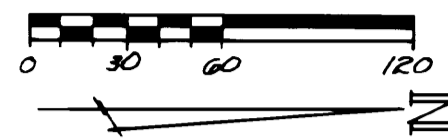
John W. Abbott
JOHN W. ABBOTT, VICE PRESIDENT

Diane L. Stalzer
DIANE L. STALZER, ASST. SECRETARY

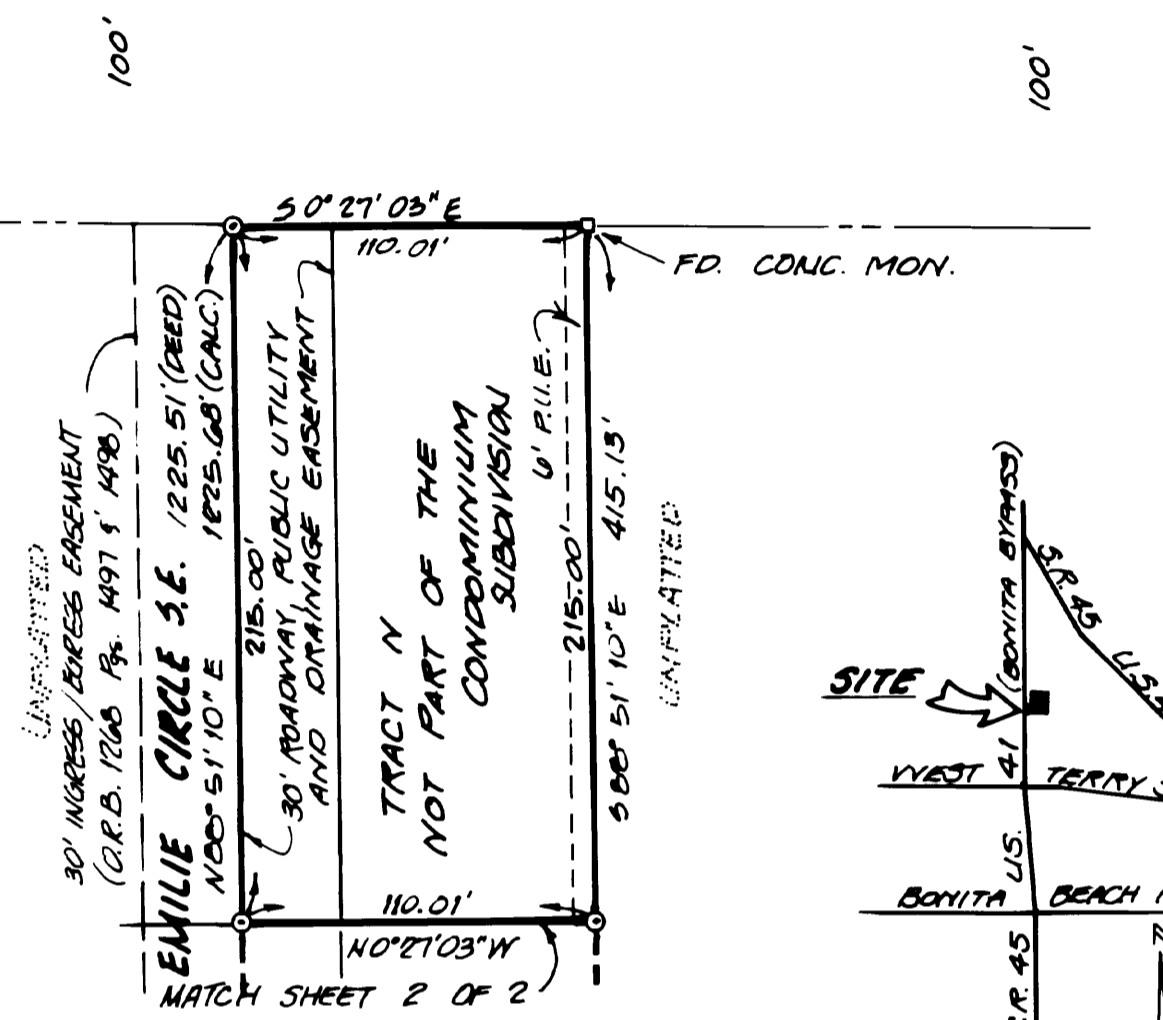
LEENAN, INC.

Roger G. Shaw
ROGER G. SHAW, PRESIDENT

Jeffrey H. Manz
JEFFREY H. MANZ, SECRETARY



N 0° 27' 03" W
SURVEY STATE ROAD NO. 45 (SECTION 12010-2509)
U.S. 41 BONITA SPRINGS BY-PASS



DEDICATION: KNOW ALL MEN BY THESE PRESENTS

THAT LEENAN, INC., A FLORIDA CORPORATION, OWNER OF THE HEREON DESCRIBED LANDS AND NAPLES FEDERAL SAVINGS AND LOAN, AN ASSOCIATION EXISTING AND ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, HOLDER OF THAT CERTAIN MORTGAGE DESCRIBED IN O.R. BOOK 1598 AT PAGE 2301 OF THE LEE COUNTY, FLORIDA PUBLIC RECORDS; HAVE CAUSED THIS PLAT OF LIME TREE CAMPSITES, A CONDOMINIUM SUBDIVISION, TO BE MADE AND DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL PUBLIC UTILITY EASEMENTS. AND DEDICATE TO THE FUTURE OWNERS OF ALL THE CONDOMINIUM UNIT PARCELS, FOR COMMON USAGE, TRACTS G, L AND M, AND DRAINAGE EASEMENTS.

CURVE TABLE (SEE SHEET 2 OF 2)	NO. 1			NO. 2			NO. 3		
	NO.	RADIUS	ARC	NO.	RADIUS	ARC	NO.	RADIUS	ARC
	1	202.53	84.83	18	53.50	22.51	41	67.50	107.86
	2	71.00	81.26	19	67.50	56.28	42	67.50	107.86
	3	49.50	155.50	20	67.50	25.34	43	67.50	54.85
	4	49.50	9.45	21	49.50	18.46	44	49.50	10.32
	5	49.50	215.00	22	49.50	85.36	45	49.50	67.43
	6	49.50	68.30	23	49.50	30.52	46	49.50	77.75
	7	49.50	71.75	24	58.50	45.94	47	49.50	77.75
	8	49.50	19.31	25	58.50	46.56	48	49.50	71.11
	9	49.50	58.44	26	67.50	18.91	49	49.50	6.65
	10	49.50	71.75	27	67.50	10.65	50	49.50	77.75
	11	49.50	183.78	28	67.50	24.17	51	49.50	68.63
	12	67.50	105.31	29	67.50	53.73	52	49.50	9.11
	13	67.50	45.25	30	58.50	137.21	53	67.50	54.85
	14	67.50	30.48	31	49.50	52.56	54	67.50	33.35
	15	67.50	29.58	32	49.50	73.35	55	67.50	21.50
	16	67.50	27.67	33	49.50	29.60	56	49.50	21.16
	17			34			57		
	18			35			58		
	19			36			59		
	20			37			60		
	21			38			61		
	22			39			62		
	23			40			63		
	24						64		
	25						65		

ACKNOWLEDGEMENT: STATE OF FLORIDA, COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITIES

TO ME WELL KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, ACKNOWLEDGING IT TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS FOR THE USES AND PURPOSES THEREIN MENTIONED AND THAT THEY AFFIXED THEIR HANDS AND SEALS.

WITNESS MY HAND AND NOTARIAL SEAL THIS 14 DAY OF June 1982 A.D.

Notary Signature
NOTARY PUBLIC - STATE OF FLORIDA - AT-LARGE
MY COMMISSION EXPIRES October 16, 1983

APPROVALS

THIS PLAT WAS ACCEPTED THIS 9th DAY OF June 1982 A.D. IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA.

Ernest G. Powell CHAIRMAN OF THE BOARD
James Yeager COUNTY ATTORNEY
Sal Geraci CLERK OF COURT
Bygones Kurtz, Jr. COUNTY ENGINEER

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME, AND FROM MY EXAMINATION I FIND THAT THIS PLAT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

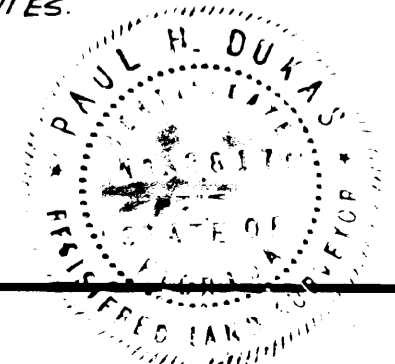
I FURTHER CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT 2:29 P.M., THIS 25th DAY OF June 1982 A.D. AND DULY RECORDED IN PLAT BOOK 34 AT PAGES 128 + 129 OF THE LEE COUNTY, FLORIDA PUBLIC RECORDS.

Sal Geraci CLERK OF COURT
CLERK, CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT OF LIME TREE CAMPSITES, A CONDOMINIUM SUBDIVISION IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS. ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

Paul H. Dukas
PAUL H. DUKAS, P.L.S. NO. 2817
STATE OF FLORIDA



LIME TREE CAMPSITES

A CONDOMINIUM SUBDIVISION IN SECTION 28, TOWNSHIP 47 SOUTH,
RANGE 25 EAST, LEE COUNTY, FLORIDA

Date: OCTOBER 1981

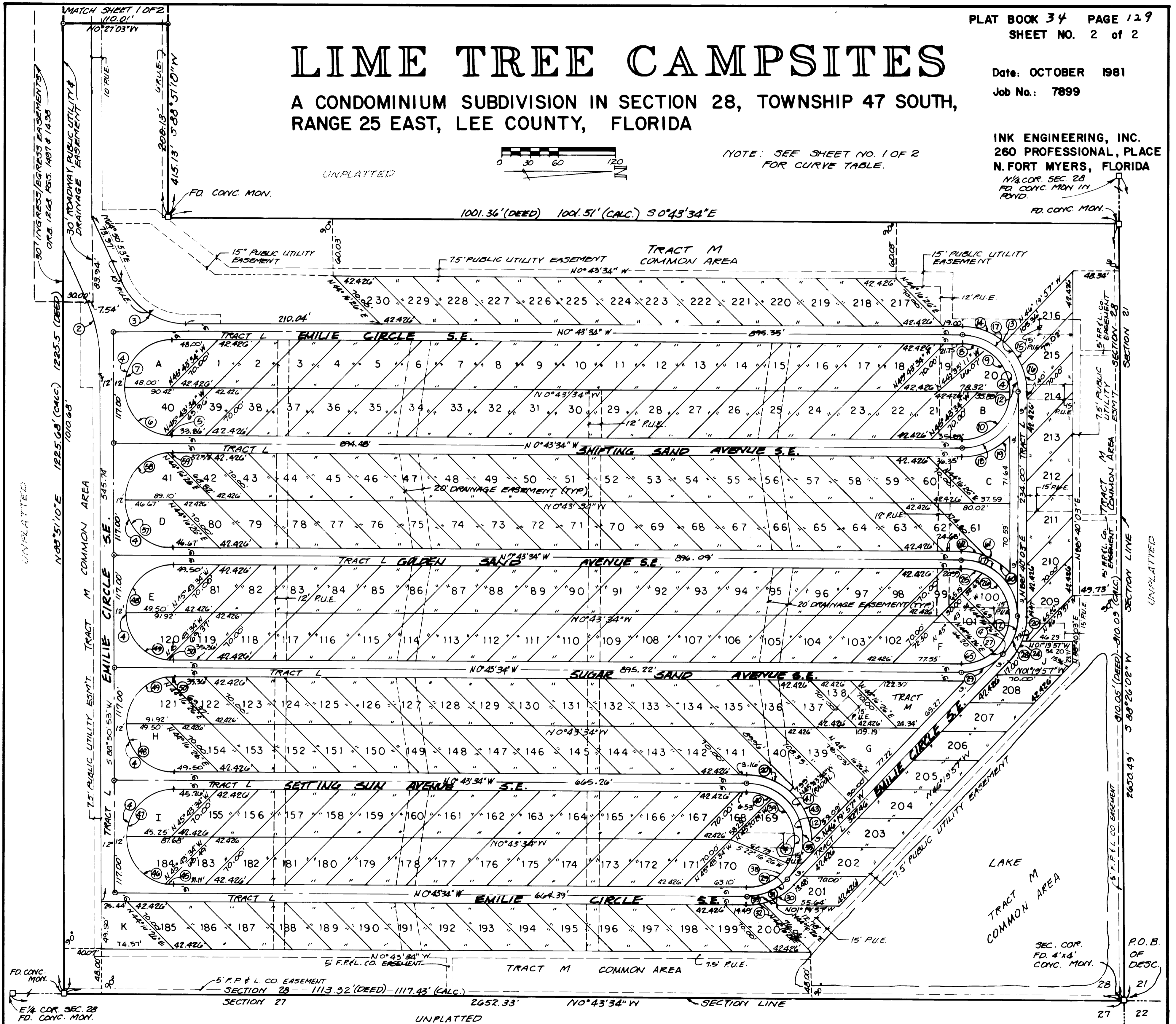
Job No.: 7899

INK ENGINEERING, INC.
260 PROFESSIONAL PLACE
N. FORT MYERS, FLORIDA

N 1/4 COR. SEC. 28
FD. CONC. MON. IN
ROAD.



NOTE: SEE SHEET NO. 1 OF 2
FOR CURVE TABLE.



Narrative
for
Limetree Park Condominium
Variances

Limetree Park residents strive to maintain a clean, well groomed park. The dumpster area fence has served us well but now it needs to be replaced. In 2019 we contacted the City of Bonita Springs to inquire regarding replacing the fence on the North and West side of the dumpsters area. We were informed that if we were to replace the fence that was there, we would need to bring the dumpster enclosure up to the city standards for Dumpster Enclosures. After locating the survey stakes, we found that the existing fence was almost on the lot line on the north side. We understand the City Ordinance requires the dumpster enclosure be 10 feet from the lot lines. We were informed the dumpster enclosure would require block walls instead of the fence we had planned to use. We were also informed we need to have solid gates on the openings so the dumpsters would not be seen from the road and the gates not block a parking space when they were open.

Therefore, we set out to see if we could accommodate all the requirements. After many drawings and with City staff help and suggestions, we have come up with a drawing that has accomplished most of the requirements. We were able to move the dumpster enclosure away from the lot line by 6 feet on the north side and 5 feet on the west side, but not the 10 feet, as required due to the location of the clubhouse and the walkway to get from the parking lot to the clubhouse. Therefore, requiring a 5 foot variance on the West and a 4 foot variance on the North lot lines for dumpster enclosure Section LCD4-926(d)(3).

The new design of the dumpster area is farther away from the north lot line than the existing dumpster area that has been there since the park was built in 1982. It backs up to the strip mall side and rear yards and where there dumpster is located. The west property line abuts the rear yard of John Woods Realty. This should not effect the neighboring property and would be an improvement to the area.

The club house is zoned commercial and the rest of the property is zoned RV. Therefore, the club house is required to provide parking. If the club house was zoned the same as the rest of the park it would not require any parking.

With the requirement of not allowing the open gates of the dumpster area to block a parking space, we are losing 2 parking spaces. Per the City staff we are required to have 22 parking spaces for the club house but we only have 16 and will be losing 2 having 14 when we are completed. Therefore, requiring a variance for 8 parking spaces per Section LCD4-1732.

The parking spaces by the dumpster behind the clubhouse are not used a lot. Most of the residents walk or ride their bike to the events. There is parking spaces on the opposite end of the clubhouse that are used if a person drives up to an event. This lost of two parking space's should not effect the neighboring properties.

With this design we have tried to minimize the reduction of parking spaces to a minimum and still meet the requirements of the City Ordinance and add storage area that we did not have before to accommodate large items that are waiting to be picked up by the garbage hauler.

Therefore, we request the 2 variances:

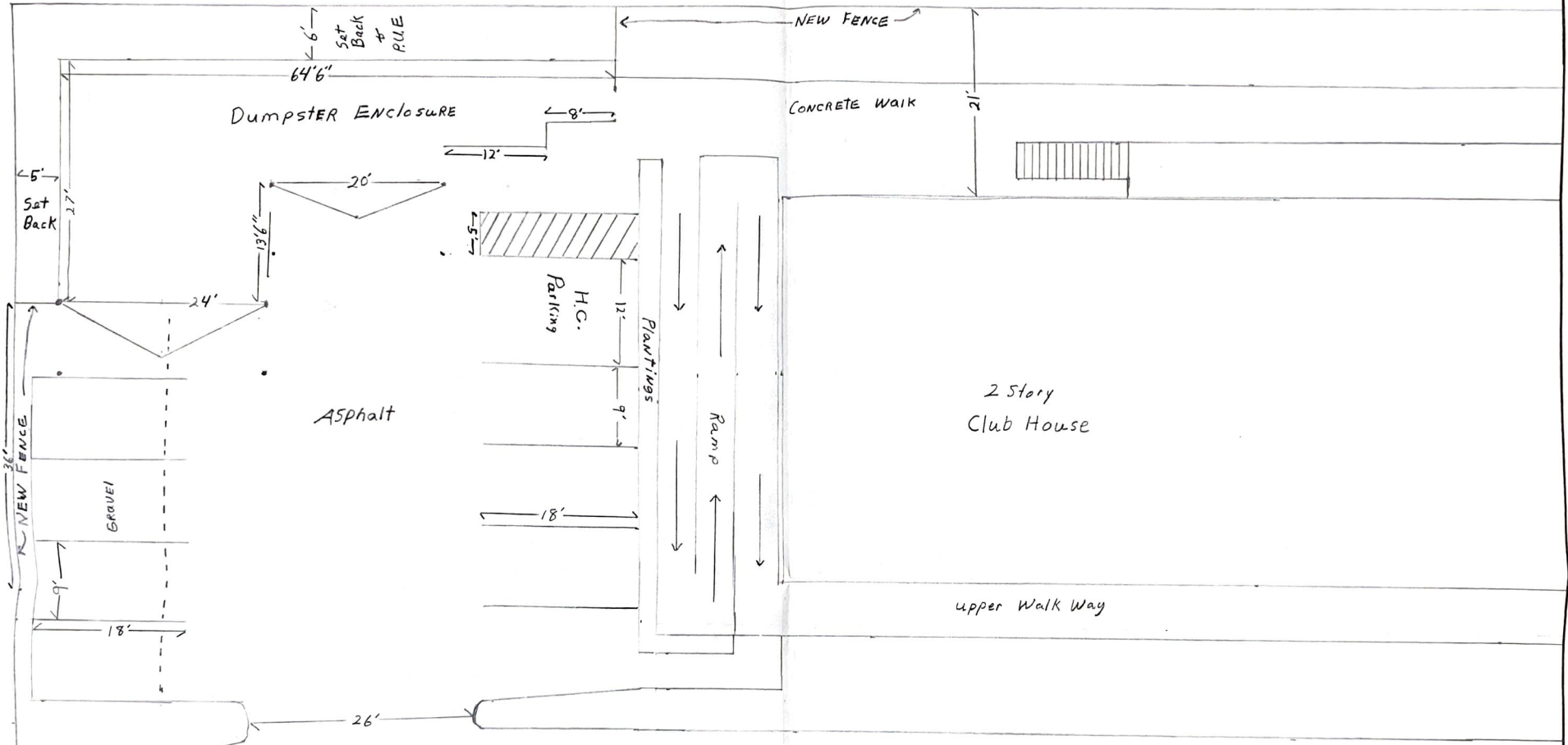
1. A four foot setback variance for the north and a five foot setback variance on the west property line for the dumpster enclosure instead of the required 10 foot set back as required by Section LCD4-926(d)(3).
2. A reduction of the 22 required parking spaces to 14 spaces for a variance of 8 parking spaces as required by Section LCD4- 1732.

revised 12/10/2020

NORTH

WEST

EAST



47056

SOUTH

LIMETREE Park Condo SITE Plan		
SCALE: 1/8"=1'	APPROVED BY:	DRAWN BY: ED
DATE: 1-23-21		REVISED
		DRAWING NUMBER

ATTACHMENT D

CITY OF BONITA SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT NOTICE OF PUBLIC HEARING APPLICATION: VAR20-74088-BOS

This is a courtesy notice of a proposed zoning action within 375 feet of property you own. You are encouraged to attend these public hearings and/or complete and return the attached Citizen Response Form, should you have any comments or concerns regarding this matter. If you have any questions or would like further information, please contact **Mary Zizzo, Planner**, at **(239) 444-6162**, or **mzizzo@cityofbonitaspringscd.org**. Copies of the staff report will be available one week prior to the hearing. This file may be reviewed at the Community Development department, 9220 Bonita Beach Road, Suite 109, Bonita Springs, FL 34135 or online at:

<http://cityofbonitasprings.org/cms/one.aspx?pagelid=13788499>

Zoning Board of Adjustments: February 23, 2021 at 9:00am Bonita Springs Recreational Center 26740 Pine Avenue Bonita Springs, Florida 34135	City Council: March 3, 2021 at 5:30pm (First Reading) Bonita Springs Recreation Center 26740 Pine Ave, Bonita Springs, FL 34135 <i>Second Reading:</i> <i>Date: TBA</i> <i>Location: TBA</i>
--	---

CASE NUMBER: VAR20-74088-BOS

CASE NAME: Limetree Campsite Dumpster Enclosure Variance

REQUEST: A variance from LDC 4-926(d)(3), which requires a side and rear setback of 10 feet for commercial accessory structures, to allow a setback of 5 feet along the western side property line and a 6 foot setback along the rear property line, and from LDC 4-1732, which requires 4 parking spaces per 1,000 square feet of indoor recreation facility for the existing clubhouse, to allow for a reduction of 8 parking spaces, to permit a dumpster enclosure for an existing recreational vehicle park in Bonita Springs.

LOCATION: The subject property is located at 244 Limetree Park Drive, Bonita Springs FL 34135. STRAP: 28-47-25-B2-001M0.00CE.

In accordance with the Americans with Disabilities Act, reasonable accommodations will be made upon request. If you are in need of a reasonable accommodation, contact Meg Weiss, Director of Administrative Services, at (239) 949-6262 at least 48 hours prior to the hearing.

RECEIVED
CITY OF BONITA SPRINGS

FEB 08 2021

COMMUNITY DEVELOPMENT
DEPARTMENT

VIAMAIL

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Zizzo
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135

Support Oppose

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

DATE: 3/2/21
NAME: Donna Singleton PHONE: 770-243-0425
ADDRESS: 184 Limetree Parks Dr. CITY/STATE/ZIP: Bonita Springs FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take such other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

GROUP REPRESENTATIVES: Any person representing a group or organization must provide written authorization to speak on behalf of that group. The representative shall inform Staff prior to the hearing of their intent to speak on behalf of a group and provide staff the name of that group.

I will have a representative at the Zoning Board Hearing and/or City Council. My representative's name, address, and phone are:
NAME: _____ PHONE: _____
ADDRESS: _____ CITY/STATE/ZIP: _____

APPEALS: If a person decides to appeal any final decision made by the City Council, with respect to any matter considered at such hearing, they are responsible at their own expense for ordering from the court reporter to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence on which the appeal is to be based.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Zizzo
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135

RECEIVED **UAMAIL**
CITY OF BONITA SPRINGS
FEB 08 2021
COMMUNITY DEVELOPMENT
DEPARTMENT

Support Oppose

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

DATE: 2/3/21
NAME: NICHOLAS CARRINO PHONE: 315-480-6053
ADDRESS: 104 LIMETREE PK DR CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take such other appropriate and lawful action including continuing said public hearings.

CONDUCT OF HEARINGS: These hearings are quasi-judicial and must be conducted to afford all parties due process. Any communication that Council Members have outside of the public hearing must be fully disclosed at the hearing. Anyone who wishes to speak at the hearing will be sworn in and may be subject to questions by the board, city staff or applicant. Public comment is encouraged and all relevant information should be presented to the Board so a fair and appropriate decision can be made. Tapes are limited to three (3) minutes in length and are to be submitted to the Zoning Division one week prior to the meeting date for review. All tapes/information submitted for the public record will not be returned.

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City of Bonita Springs
Community Development Department
Attn: Mary Zizzo
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Bonita Springs, FL 34135

VIA
MAIL

FEB 08 2021

COMMUNITY DEVELOPMENT
DEPARTMENT

*I support this.
Philip L. Benton, RN
2/3/2021*

Support Oppose

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

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CITY OF BONITA SPRINGS

FEB 08 2021

COMMUNITY DEVELOPMENT
DEPARTMENT

Support X Oppose

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

DATE: 2-6-20
NAME: BRIAN NEIZGEN PHONE: 419-356-1652
ADDRESS: 41 LIMETREE PK DR. CITY/STATE/ZIP: BONITA SPRINGS, FL 34134

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Support _____ Oppose X

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

Not ADEQUATE PARKING IN THAT AREA!
MANY RESIDENTS ARE HANDICAPPED AND IN 70'S-80'S AGE
WE ONLY HAVE 10 SPACES, HANDICAPPED. WE NEED 30
MORE, NOT FAR AWAY WITH ANYONE I WILL BE IN THE
HOSPITAL, HAVING WORK ON MY HEART.

DATE: Feb. 10/20
NAME: Robert P. Tournier PHONE: 239-495-7803
ADDRESS: 198 Limetree DR. CITY/STATE/ZIP: Bonita Springs FL 34135

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Support _____ Oppose X

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

DATE: Feb. 989-600-4471 CELL
NAME: Connie Barron PHONE: 734-241-1897 home
ADDRESS: 5561 Forest DR. CITY/STATE/ZIP: Monroe La 48101
78 Golden Sand Ave Bonita Springs FL 34135

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Support _____ Oppose X

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

DATE: 3-5-21
NAME: Eugene Mann PHONE: 810-347-3776
ADDRESS: ~~6666 River Rd~~ 178 Limetree pk Drive CITY/STATE/ZIP: Bonita Springs Fl. 34135

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Support _____ Oppose X

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

My Lot - Emerald Isle on US 41.

DATE: 31 JAN 21
NAME: Deborah Lux (SIRANO) PHONE: 850-264-7135
ADDRESS: 130 E. Marion Ave #512484 CITY/STATE/ZIP: Punta Gorda FL 33917

RECOMMENDATIONS AND POSTPONEMENTS: The Board may accept, reject or modify staff recommendations and take such other appropriate and lawful action including continuing said public hearings.

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Support _____ Oppose X

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

People put anything in a dumpster including
Toxic substances and other items potentially
creating smells we do NOT desire to breathe.

DATE: 2-1-21
NAME: Kim Adkins PHONE: 239 495 7004
ADDRESS: 25840 Greek bend Dr CITY/STATE/ZIP: Bonita Springs FL 34135

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Support _____ Oppose

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

DATE: 2-4-2021
NAME: Randy Stockman PHONE: 216 970 5307
ADDRESS: 74 Golden Sands CITY/STATE/ZIP: Bonita Springs FL 34135

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Support Oppose

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

DATE: 1-31-2021
NAME: BRIAN MARTIN PHONE: 603-362-5700
ADDRESS: 204 Lime Tree Pk Dr CITY/STATE/ZIP: Bonita Springs, FL 34135

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Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

~~_____

_____~~

DATE: 01/30/2021
NAME: FRED + RUTH HORNER PHONE: 239-464-5613
ADDRESS: 109 LIMETREE PARK DRIVE CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

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Support _____ Oppose X

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

Not a good idea. We are already too limited on parking spaces. I've been on a zoning board turned planning commission then Chairman of the Board of Appeals. This variance is an example of SPOT Zoning which is not usually favorable. You will be setting a precedent and setting yourself up for future problems with others who want the same. BMD LDEA.

DATE: Feb 4, 2021
NAME: Sharon Marlow PHONE: 269-760-7580
ADDRESS: 24600 31st St CITY/STATE/ZIP: Gobles, MI 49055
lot 67 Limetree

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Support Oppose

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

DATE: 2/10/20
NAME: GARY W. HURST PHONE: 217-276-9100
ADDRESS: 127 LIMETREE PKW CITY/STATE/ZIP: BONITA SPRINGS, FL.

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DATE: 2/5/21
NAME: JAMES & ANNE MARIE SCOTT PHONE: 716-866-3234
ADDRESS: 148 SIEGFRIED DR. CITY/STATE/ZIP: WILLIAMSVILLE, NY 14221
(226 LIMETREE PARK DRIVE, BONITA SPRINGS, FL. 34135)

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Support _____ Oppose X

Application: VAR20-74088-BOS, Limetree Campsite Dumpster Enclosure Variance

we need more parking spaces not fewer. This is why I oppose.
I think we need easy access to the dumpsters.

DATE: 02-05-2021



PHONE: 269-377-~~011~~ 5458
CITY/STATE/ZIP: _____

Lot 54 Limetree Park

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REQUESTED MOTION: Review January Monthly Financial Report

REQUESTOR: Anne K. Wright, Finance Director

AGENDA: Consent

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Attached is the January 31, 2021 monthly financial report for Council's review.

STAFF RECOMMENDATION:

Review the attached report.

ATTACHMENTS:

1. January Monthly Financial Report

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



CITY OF BONITA SPRINGS MONTHLY FINANCIAL REPORT

January 31, 2021

GENERAL FUND OVERVIEW

Financial Highlights of the General Fund for the Four Months ended January 31, 2021

- Total FY 2021 Revenues as of January 31, 2021 **are greater than** the FY 2020 Revenues as of January 31, 2020 by \$147,604 representing a 1.4% increase from FY 2020. This variance is the net effect of a decrease from FY 2020 in Other Revenues in the amount of \$190,800, offset by an increase over FY 2020 in Taxes of \$279,934.
- Total FY 2021 Revenues collected for the four months ended January 31, 2021 are 54.55% of the total Revenues budgeted for FY 2021. A significant amount of the property tax revenue is collected during the months of November and December, at which time the collected revenues percentage is historically about 45% of the budgeted amount.
- Total FY 2021 Expenditures as of January 31, 2021 are **less than** FY 2020 Expenditures as of January 31, 2020 by \$418,984, primarily due to Transportation expenditures being lower than the prior year by \$351,831. The Transportation costs in the prior year included drainage management costs above the amount that has been incurred in the first four months of FY 2021.
- Total FY 2021 Expenditures for the four months ended January 31, 2020 are 22.25% of the Total Expenditures budgeted for FY 2021.
- FY 2021 Transfers In as of January 31, 2021 are \$2,385,226 less than FY 2020 Transfers In for the four months ended January 31, 2020. In FY 2020, there was a budgeted transfer into the General Fund of the accumulated Local Communications Services Tax and Electricity Franchise Fees from the Debt Service Fund.
- FY 2021 Transfers Out to Other Funds as of January 31, 2021 are \$1,147,523 **greater than** the FY 2020 Transfers Out for the four months ended January 31, 2020. These transfers were to fund Capital Improvement Projects.
- FY 2021 Revenues and Transfers In **are greater than** FY 2021 Expenditures and Transfers Out for the four months ended January 2021 by \$5,911,290. FY 2020 Revenues and Transfers In were \$8,877,451 **greater than** FY 2020 Expenditures and Transfers Out for the four months ended January 31, 2020, which includes the transfer in as mentioned above.

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

General Fund	FY 2021				FY 2020	FY 2021 Actual Over (Under) FY 2020 Actual
	Amended Budget	YTD Actual Jan. 31, 2021	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual Jan. 31, 2020	
Revenues:						
Taxes	\$ 10,314,608	\$ 8,350,201	\$ (1,964,407)	80.96%	\$ 8,070,267	\$ 279,934
Franchise Fees	2,923,256	694,340	(2,228,916)	23.75%	715,406	(21,066)
State Shared Revenue	5,431,119	1,421,044	(4,010,075)	26.16%	1,341,508	79,536
Other Revenues	1,090,005	312,649	(777,356)	28.68%	503,449	(190,800)
Total Revenues	\$ 19,758,988	\$ 10,778,234	\$ (8,980,754)	54.55%	\$ 10,630,630	\$ 147,604
Expenditures:						
General Government	\$ 6,854,720	\$ 1,571,878	\$ (5,282,842)	22.93%	\$ 1,516,885	\$ 54,993
Public Safety	2,636,644	664,262	(1,972,382)	25.19%	702,557	(38,295)
Physical Environment	372,812	17,687	(355,125)	4.74%	31,151	(13,464)
Transportation	2,931,521	507,268	(2,424,253)	17.30%	859,099	(351,831)
Economic Environment	27,550	25,000	(2,550)	90.74%	27,500	(2,500)
Human Services	156,826	4,135	(152,691)	2.64%	3,885	250
Culture & Recreation	2,418,295	635,928	(1,782,367)	26.30%	704,065	(68,137)
Total Expenditures	\$ 15,398,368	\$ 3,426,158	\$ (11,972,210)	22.25%	\$ 3,845,142	\$ (418,984)
Excess (deficiency) of revenues over (under) expenditures	\$ 4,360,620	\$ 7,352,076	\$ 2,991,456		\$ 6,785,488	\$ 566,588
Other Financing Sources (Uses):						
Transfers In	\$ 1,615,000	\$ -	\$ (1,615,000)	0.00%	\$ 2,385,226	\$ (2,385,226)
Transfers Out	(17,231,129)	(1,440,786)	(15,790,343)	8.36%	(293,263)	1,147,523
Total Other Financing Sources (Uses) - net	\$ (15,616,129)	\$ (1,440,786)	\$ (14,175,343)		\$ 2,091,963	\$ 3,532,749
Total Surplus (Deficit)		\$ 5,911,290			\$ 8,877,451	\$ (2,966,161)

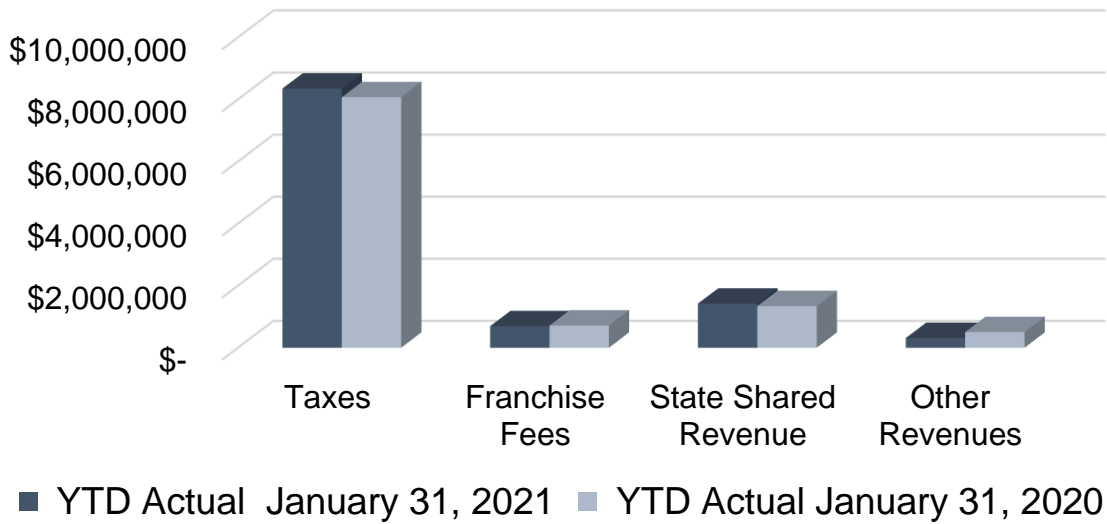
Below is the City's Cash Position as of Jan. 31, 2021, 2020 and 2019.

	Cash Balances as of		
	1/31/2021	1/31/2020	1/31/2019
Fund:			
General Fund	\$ 29,502,759	\$ 24,389,365	\$ 15,745,192
Gas Tax	4,096,646	4,165,279	4,350,565
Road Impact Fee	20,593,896	20,007,574	17,970,386
Park Impact Fee	2,725,404	3,491,140	3,419,585
Stormwater Management	2,209,004	1,330,486	-
Building Fees Fund	8,851,965	9,310,535	8,235,530
2011 Debt Fund	71,901	503,832	1,972,383
2014 Debt Fund	-	-	208,305
Downtown Revenue Sharing	600,664	300,340	-
Total Cash by Fund	\$ 68,652,239	\$ 63,498,552	\$ 51,901,946

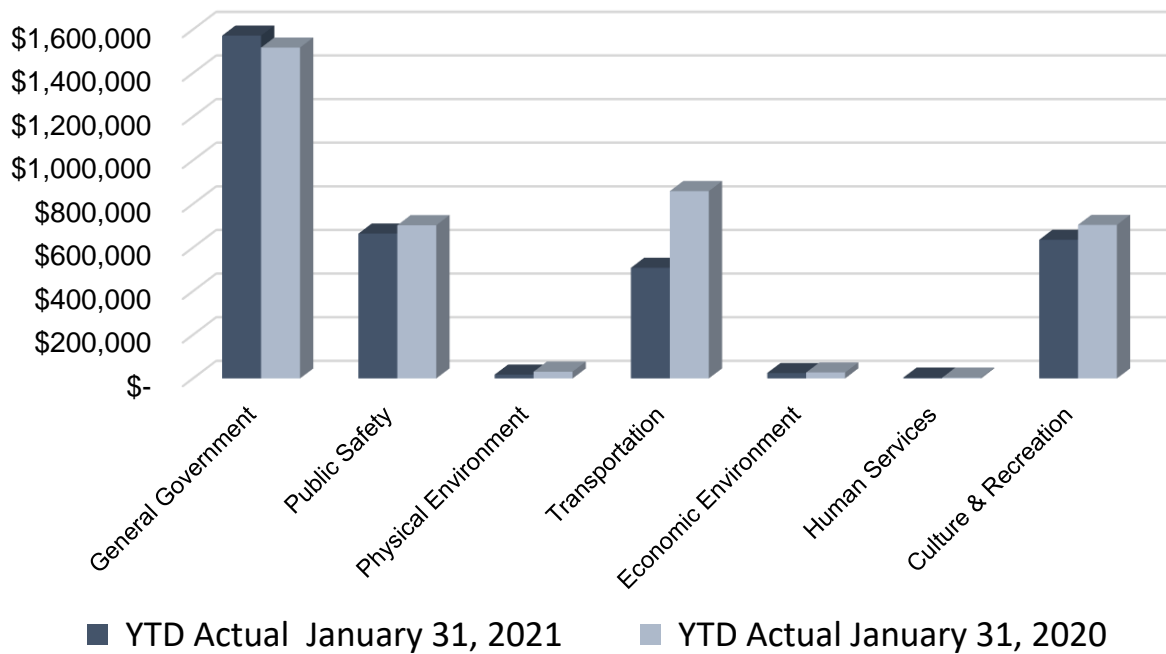
OBSERVATION:

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

General Fund Revenues as of Jan. 31, 2021 and Jan. 31, 2020



General Fund Expenditures as of Jan. 31, 2021 and Jan. 31, 2020



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

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

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

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

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

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

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

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

City of Bonita Springs, Florida

**Balance Sheet
as of January 31, 2021**

	Special Revenue Funds								Debt Service Fund Downtown Redevelopment	Debt Service Fund 2011 Debt	Cap Projects Fund	Total Governmental Funds
	General Fund	Impact Fee Funds			Grants	Building Fees	Downtown Area Revenue Sharing	Stormwater Management				
	Road	Park	Gas Tax									
ASSETS												
Cash and cash equivalents	\$ 29,502,759	\$ 20,593,896	\$ 2,725,404	\$ 4,096,646	\$ -	\$ 8,851,965	\$ 600,664	\$ 2,209,004	\$ -	\$ 71,901	\$ -	\$ 68,652,238
Restricted Cash	-	-	-	-	-	-	-	-	-	-	-	-
Receivables (net)	400,480	-	-	-	-	-	-	-	-	-	-	400,480
Due from other funds	262,272	-	-	-	-	-	-	-	-	-	-	262,272
Due from other governments	-	-	-	-	-	-	-	-	-	-	-	-
Advances to other funds	-	-	-	-	-	-	-	-	-	-	-	-
Total assets	\$ 30,165,511	\$ 20,593,896	\$ 2,725,404	\$ 4,096,646	\$ -	\$ 8,851,965	\$ 600,664	\$ 2,209,004	\$ -	\$ 71,901	\$ -	\$ 69,314,991
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts and contracts payable	\$ 11,694	\$ -	\$ -	\$ 23,005	\$ -	\$ 13,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,399
Accrued liabilities	194,725	-	-	-	-	-	-	-	-	-	-	194,725
Due to other funds	-	-	-	-	262,272	-	-	-	-	-	-	262,272
Due to other governments	23,719	109,178	-	-	-	-	-	-	-	-	-	132,897
Unearned revenue	-	-	-	-	-	-	-	-	-	-	-	-
Total liabilities	230,138	109,178	-	23,005	262,272	13,700	-	-	-	-	-	638,293
Total fund balances, beginning of the year	24,024,082	20,989,633	2,647,738	3,809,256	-	8,701,219	175,038	887,802	-	450,734	6,678	61,692,181
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses for the period ended January 31, 2021	5,911,290	(504,915)	77,666	264,385	(262,272)	137,046	425,626	1,321,202	-	(378,833)	(6,678)	6,984,517
Fund balances as of January 31, 2021	29,935,373	20,484,718	2,725,404	4,073,641	(262,272)	8,838,265	600,664	2,209,004	-	71,901	-	68,676,698
Total liabilities and fund balances	\$ 30,165,511	\$ 20,593,896	\$ 2,725,404	\$ 4,096,646	\$ -	\$ 8,851,965	\$ 600,664	\$ 2,209,004	\$ -	\$ 71,901	\$ -	\$ 69,314,991



General Fund Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

ExpFinStmntLinItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	8,993,781.00	8,993,781.00	301,451.58	8,031,768.41	962,012.59
315 - Communications Services Taxes	1,295,827.00	1,295,827.00	105,772.69	313,867.63	981,959.37
316 - Local Business Taxes	25,000.00	25,000.00	1,103.35	4,564.49	20,435.51
323 - Franchise Fees	2,923,256.00	2,923,256.00	207,986.29	694,239.93	2,229,016.07
329 - Other Permits, Fees & Special Assessment	55,900.00	55,900.00	3,235.00	12,180.00	43,720.00
335 - State Shared Revenue	5,431,119.00	5,431,119.00	486,917.79	1,421,043.62	4,010,075.38
341 - General Government	425,000.00	425,000.00	15,200.00	107,941.37	317,058.63
343 - Physical Environment	96,300.00	96,300.00	11,200.00	50,900.00	45,400.00
347 - Culture/Recreation	109,500.00	109,500.00	4,639.47	14,027.29	95,472.71
349 - Other Charges for Services	61,500.00	61,500.00	10,015.62	56,406.40	5,093.60
351 - Judgements, Fines-Traffic	26,000.00	26,000.00	2,569.55	6,482.61	19,517.39
354 - Fines Local Ordinance	80,000.00	80,000.00	2,375.00	5,842.50	74,157.50
361 - Interest & Other Earnings	175,000.00	175,000.00	14,780.71	44,513.71	130,486.29
362 - Rents & Royalties	30,000.00	30,000.00	2,516.14	7,098.56	22,901.44
366 - Contributions	0.00	0.00	80.00	80.00	-80.00
369 - Other Misc Revenues	30,805.00	30,805.00	2,745.17	7,277.17	23,527.83
381 - Transfers In	15,000.00	1,615,000.00	0.00	0.00	1,615,000.00
Revenue Total:	19,773,988.00	21,373,988.00	1,172,588.36	10,778,233.69	10,595,754.31
Expense					
51 - General Government	6,071,616.00	6,071,616.00	359,524.53	1,524,032.95	4,547,583.05
52 - Public Safety	2,636,644.00	2,636,644.00	57,439.20	664,261.56	1,972,382.44
53 - Physical Environment	372,812.00	372,812.00	97.75	17,687.19	355,124.81
54 - Transportation	2,912,368.00	2,931,521.00	160,407.73	507,268.10	2,424,252.90
55 - Economic Environment	27,550.00	27,550.00	0.00	25,000.00	2,550.00
56 - Human Services	156,826.00	156,826.00	890.00	4,135.00	152,691.00
57 - Culture & Recreation	2,352,295.00	2,418,295.00	149,474.49	635,927.76	1,782,367.24
58 - Other Uses/Transfers Out	5,199,639.00	17,231,129.00	612,429.81	1,440,785.71	15,790,343.29
59 - Other Nonoperating	25,000.00	783,104.00	7,623.47	47,845.02	735,258.98
Expense Total:	19,754,750.00	32,629,497.00	1,347,886.98	4,866,943.29	27,762,553.71
Fund: 00 - General Fund Surplus (Deficit):	19,238.00	-11,255,509.00	-175,298.62	5,911,290.40	-17,166,799.40



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	487,425.00	487,425.00	29,261.19	150,622.91	336,802.09
102 - Boards & Committees	76,000.00	89,184.00	0.00	552.94	88,631.06
201 - City Manager	496,609.00	496,609.00	42,226.30	145,006.73	351,602.27
211 - Planning & Zoning	1,869,269.00	1,869,269.00	143,428.28	603,571.91	1,265,697.09
220 - Law Enforcement/Security	1,925,324.00	1,925,324.00	4,376.00	467,706.45	1,457,617.55
230 - Neighborhood Services	680,590.00	680,590.00	51,732.46	191,305.88	489,284.12
240 - Information Technologies	191,763.00	191,763.00	9,802.04	53,695.72	138,067.28
250 - Public Works	3,227,180.00	3,233,149.00	160,505.48	519,514.19	2,713,634.81
260 - Emergency Preparedness	30,730.00	30,730.00	1,330.74	5,249.23	25,480.77
270 - Non-Departmental Expenditures	721,726.00	1,479,830.00	9,388.03	88,296.03	1,391,533.97
301 - City Attorney	776,241.00	776,241.00	11,594.15	91,307.89	684,933.11
401 - Administrative Services	485,052.00	485,052.00	38,192.73	140,945.57	344,106.43
402 - City Hall	185,679.00	185,679.00	11,674.51	53,231.62	132,447.38
410 - Human Resources	23,400.00	23,400.00	1,301.20	6,486.83	16,913.17
430 - Communications	667,696.00	667,696.00	45,446.02	195,679.99	472,016.01
501 - Finance	606,207.00	606,207.00	37,160.91	154,034.76	452,172.24
601 - Parks & Recreation Administration	616,002.00	616,002.00	45,328.19	179,197.18	436,804.82
602 - Recreation Center	393,284.00	393,284.00	23,569.28	104,827.15	288,456.85
603 - Community Park & Ball Fields	170,455.00	170,455.00	9,796.33	41,163.70	129,291.30
604 - Community Pool	352,133.00	352,133.00	27,228.13	102,937.14	249,195.86
605 - Riverside Park	119,485.00	140,485.00	7,325.33	38,346.80	102,138.20
609 - Formerly Community Hall/Sherriff Substation	15,440.00	15,440.00	337.99	1,778.43	13,661.57
610 - Dog Park	62,450.00	107,450.00	5,545.86	19,041.88	88,408.12
611 - Beach Parks	9,656.00	9,656.00	14.73	105.68	9,550.32
613 - BS Soccer Complex	133,833.00	133,833.00	5,594.33	19,202.62	114,630.38
614 - Kentucky Street Park	4,750.00	4,750.00	0.00	0.00	4,750.00
615 - Liles Hotel	59,216.00	59,216.00	2,228.32	15,761.31	43,454.69
617 - Bonita Nature Place	38,213.00	38,213.00	874.14	9,104.32	29,108.68
618 - Windsor Road Preserve	6,644.00	6,644.00	24.34	97.36	6,546.64
620 - Marni Fields	71,642.00	71,642.00	5,920.16	16,755.22	54,886.78
621 - BS River Park	17,842.00	17,842.00	0.00	923.74	16,918.26
622 - Cullum's Bonita Trail	16,800.00	16,800.00	4,250.00	8,750.00	8,050.00
623 - Carpenter Lane Canoe & Kayak	1,125.00	1,125.00	0.00	42.90	1,082.10
624 - Leitner Creek Neighborhood Park	4,250.00	4,250.00	0.00	913.50	3,336.50
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	0.00	6,000.00
883 - Veterans	5,000.00	5,000.00	0.00	0.00	5,000.00
Fund: 00 - General Fund Total:	14,555,111.00	15,398,368.00	735,457.17	3,426,157.58	11,972,210.42



Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,510,293.00	1,510,293.00	125,828.77	377,401.56	1,132,891.44
335 - State Shared Revenue	286,478.00	286,478.00	23,392.08	70,176.24	216,301.76
361 - Interest & Other Earnings	40,000.00	40,000.00	1,197.00	4,454.00	35,546.00
Revenue Total:	1,836,771.00	1,836,771.00	150,417.85	452,031.80	1,384,739.20
Expense					
54 - Transportation	1,197,000.00	1,197,000.00	50,684.71	187,236.99	1,009,763.01
58 - Other Uses/Transfers Out	1,827,637.00	4,006,316.00	0.00	409.50	4,005,906.50
Expense Total:	3,024,637.00	5,203,316.00	50,684.71	187,646.49	5,015,669.51
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-1,187,866.00	-3,366,545.00	99,733.14	264,385.31	-3,630,930.31
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	332,389.00	18,013,723.00	47,905.76	47,905.76	17,965,817.24
334 - State Grants	8,079,849.00	18,447,349.00	0.00	0.00	18,447,349.00
337 - Local Gvmt Grants	310,000.00	360,616.00	0.00	0.00	360,616.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	8,762,238.00	36,861,688.00	47,905.76	47,905.76	36,813,782.24
Expense					
52 - Public Safety	80,000.00	80,000.00	544.00	9,860.00	70,140.00
58 - Other Uses/Transfers Out	8,682,238.00	36,781,688.00	254,943.56	300,317.57	36,481,370.43
Expense Total:	8,762,238.00	36,861,688.00	255,487.56	310,177.57	36,551,510.43
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-207,581.80	-262,271.81	262,271.81
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,460,585.00	2,460,585.00	513,467.40	2,023,942.96	436,642.04
361 - Interest & Other Earnings	150,000.00	150,000.00	6,639.00	24,513.44	125,486.56
Revenue Total:	2,610,585.00	2,610,585.00	520,106.40	2,048,456.40	562,128.60
Expense					
58 - Other Uses/Transfers Out	4,321,418.00	19,849,191.00	314,762.44	2,553,371.79	17,295,819.21
Expense Total:	4,321,418.00	19,849,191.00	314,762.44	2,553,371.79	17,295,819.21
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-1,710,833.00	-17,238,606.00	205,343.96	-504,915.39	-16,733,690.61
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	259,710.00	259,710.00	42,246.00	188,556.00	71,154.00
361 - Interest & Other Earnings	30,000.00	30,000.00	954.00	3,548.00	26,452.00
Revenue Total:	289,710.00	289,710.00	43,200.00	192,104.00	97,606.00
Expense					
58 - Other Uses/Transfers Out	200,000.00	1,987,492.00	-8,282.03	114,438.24	1,873,053.76
Expense Total:	200,000.00	1,987,492.00	-8,282.03	114,438.24	1,873,053.76
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	89,710.00	-1,697,782.00	51,482.03	77,665.76	-1,775,447.76
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,508,100.00	1,508,100.00	63,281.40	1,407,743.92	100,356.08
361 - Interest & Other Earnings	4,000.00	4,000.00	298.00	1,108.00	2,892.00
Revenue Total:	1,512,100.00	1,512,100.00	63,579.40	1,408,851.92	103,248.08
Expense					
53 - Physical Environment	1,512,100.00	1,512,100.00	3,500.00	87,650.15	1,424,449.85

Special Revenue Funds Budget Report

For Fiscal: 2020-2021 Period Ending: 01/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	1,512,100.00	1,512,100.00	3,500.00	87,650.15	1,424,449.85
Fund: 18 - Stormwater Management Surplus (Deficit):	0.00	0.00	60,079.40	1,321,201.77	-1,321,201.77
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,200,000.00	2,200,000.00	120,960.69	1,122,954.65	1,077,045.35
361 - Interest & Other Earnings	78,000.00	78,000.00	2,651.00	9,863.00	68,137.00
Revenue Total:	2,278,000.00	2,278,000.00	123,611.69	1,132,817.65	1,145,182.35
Expense					
52 - Public Safety	2,809,000.00	2,809,000.00	232,649.25	928,871.40	1,880,128.60
54 - Transportation	0.00	9,383.00	0.00	0.00	9,383.00
58 - Other Uses/Transfers Out	15,000.00	1,184,700.00	39,700.41	66,900.41	1,117,799.59
Expense Total:	2,824,000.00	4,003,083.00	272,349.66	995,771.81	3,007,311.19
Fund: 19 - Building Fees Fund Surplus (Deficit):	-546,000.00	-1,725,083.00	-148,737.97	137,045.84	-1,862,128.84
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	255,291.00	255,291.00	0.00	265,916.00	-10,625.00
337 - Local Gvmt Grants	1,265,243.00	1,265,243.00	0.00	1,120,214.00	145,029.00
361 - Interest & Other Earnings	2,000.00	2,000.00	0.00	0.00	2,000.00
Revenue Total:	1,522,534.00	1,522,534.00	0.00	1,386,130.00	136,404.00
Expense					
58 - Other Uses/Transfers Out	1,073,650.00	1,073,650.00	960,504.00	960,504.00	113,146.00
Expense Total:	1,073,650.00	1,073,650.00	960,504.00	960,504.00	113,146.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	448,884.00	448,884.00	-960,504.00	425,626.00	23,258.00



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
361 - Interest & Other Earnings	2,000.00	2,000.00	12.00	104.00	1,896.00
381 - Transfers In	2,171,067.00	2,171,067.00	0.00	2,147,312.69	23,754.31
Revenue Total:	2,173,067.00	2,173,067.00	12.00	2,147,416.69	25,650.31
Expense					
51 - General Government	2,554,196.00	2,554,196.00	0.00	2,526,250.00	27,946.00
Expense Total:	2,554,196.00	2,554,196.00	0.00	2,526,250.00	27,946.00
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-381,129.00	-381,129.00	12.00	-378,833.31	-2,295.69
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,650.00	1,073,650.00	960,504.00	960,504.00	113,146.00
Revenue Total:	1,073,650.00	1,073,650.00	960,504.00	960,504.00	113,146.00
Expense					
51 - General Government	1,073,650.00	1,073,650.00	960,504.00	960,504.00	113,146.00
Expense Total:	1,073,650.00	1,073,650.00	960,504.00	960,504.00	113,146.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	116,900.00	116,900.00	53,897.43	53,897.43	63,002.57
Revenue Total:	116,900.00	116,900.00	53,897.43	53,897.43	63,002.57
Expense					
51 - General Government	116,900.00	116,900.00	53,897.43	53,897.43	63,002.57
58 - Other Uses/Transfers Out	0.00	6,678.00	0.00	0.00	6,678.00
Expense Total:	116,900.00	123,578.00	53,897.43	53,897.43	69,680.57
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	-6,678.00	0.00	0.00	-6,678.00



Capital Project Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	17,538,116.00	75,966,571.00	1,166,334.61	2,262,140.95	73,704,430.05
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	17,538,116.00	75,966,571.00	1,166,334.61	2,262,140.95	73,704,430.05
Expense					
51 - General Government	488,381.00	4,150,201.00	395,145.17	762,136.30	3,388,064.70
53 - Physical Environment	9,325,978.00	42,647,903.00	85,802.95	88,653.95	42,559,249.05
54 - Transportation	6,276,757.00	27,178,454.00	559,984.42	854,550.36	26,323,903.64
57 - Culture & Recreation	1,447,000.00	1,990,013.00	125,402.07	556,800.34	1,433,212.66
58 - Other Uses/Transfers Out	0.00	0.00	6,677.85	6,677.85	-6,677.85
Expense Total:	17,538,116.00	75,966,571.00	1,173,012.46	2,268,818.80	73,697,752.20
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	-6,677.85	-6,677.85	6,677.85
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	364,849.00	1,137,656.00	0.00	19,550.00	1,118,106.00
Revenue Total:	364,849.00	1,137,656.00	0.00	19,550.00	1,118,106.00
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	85,000.00	373,294.00	0.00	0.00	373,294.00
57 - Culture & Recreation	279,849.00	764,362.00	0.00	19,550.00	744,812.00
Expense Total:	364,849.00	1,137,656.00	0.00	19,550.00	1,118,106.00
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00

REQUESTED MOTION: Approve Hold Harmless Agreement between the City and Worthington Master Association to improve and maintain two (2) medians on Bonita Grande Drive in front of the entrance to Worthington.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

Staff was approached by John Wells, Chairman of Common Grounds at Worthington. The Worthington Master Association would like to enter into a landscape maintenance agreement with the City that would allow them to add landscaping & trees and maintain the two Bonita Grande medians in front of Worthington at their expense. The City maintains Bonita Grande Drive south to Worthington Way and the medians in question are currently not landscaped.

STAFF RECOMMENDATION: Enter into Maintenance Agreement with Worthington Master Association.

ATTACHMENTS:

1. Landscape Maintenance & Hold Harmless Agreement
2. Landscape Plans

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Prepared by:
City of Bonita Springs
9101 Bonita Beach road
Bonita Springs, Florida 34135

LANDSCAPE MAINTENANCE AND
HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into this 18 day of Feb., 2021, by and between the City of Bonita springs, a Florida municipality, whose address is 9101 Bonita Beach Road, Bonita Springs Florida 34135, and Worthington Master Association, Inc. whose address is 13550 Worthington Way, Bonita Springs, Florida 34135.

WHEREAS, the City owns that certain portion of Bonita Grande Drive that commencing at Bonita Beach Road and running south to and until Worthington Way, including the median and the eastern and western rights-of-way ("BGD Roadway"); and

WHEREAS, Worthington wishes to install landscaping improvements along the BGD Roadway and agrees to assume the maintenance thereof in accordance with the terms of this Agreement, with any and all associated costs be paid by Worthington; and

WHEREAS, the City does not oppose Worthington's request provided that any landscaping or other improvements are in compliance with all applicable regulations and maintained, along with the surrounding affected areas, by Worthington or its successor at no cost to the City.

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City agrees to allow Worthington to install and maintain, at its sole cost and expense, landscaping improvements along BGD Roadway, provided that such improvements shall be maintained in compliance with all applicable laws, rules, codes, and other regulations, including the City's Land Development Code.
2. Worthington shall have the right to plant, replant, alter or change the landscaping scheme and the number, species, or location of plant material along BGD Roadway, provided that Worthington obtains all official permits and licenses, and pay all pertinent fees, to the proper authorities. City approval shall not be unreasonably withheld.
3. Worthington accepts sole responsibility to obtain all appropriate federal, state and local permits necessary to install and maintain the improvements. At a minimum, a City of Bonita Springs Right-of-Way Permit must be obtained for any work within the BGD Roadway. Worthington further agrees to provide sufficient notice to the appropriate agencies for activities that may affect utilities or traffic.

4. Worthington shall maintain the landscaping improvements and timely replace dead or damaged plant material and other appurtenant improvements as necessary and at Worthington's expense. In addition to vegetation, landscaping improvements include the existing irrigation system, with all lines, valves, pumps, meters and associated items.

5. Worthington shall not cause or allow any obstruction or other conditions that may be dangerous to the public through the exercise of its rights in the installation and maintenance obligations hereunder. This includes providing clear visibility for motorists and pedestrians, proper maintenance of traffic during installation and maintenance activities, along with avoiding wetting the adjacent pavement on the roadways or sidewalks with the irrigation system.

6. In all events, the City may, at its sole and absolute discretion, without notice to or consent by Worthington, reconstruct, improve or expand any portion of Bonita Grand Drive, and may remove, reconfigure, relocate, or modify the BGD Roadway when the City deems it necessary to advance, preserve, or protect the public health, safety, or welfare for vehicular and pedestrian purposes.

7. Worthington agrees that in the event that the placement, repair, relocation, or reconstruction of any public utility located within or along BGD Roadway requires the relocation or removal of the landscaping improvements, the Worthington shall oblige at its own expense within thirty (30) days of receipt of written notice from the utility company or from the City.

8. Upon the City's discovery or receipt of a complaint regarding Worthington's failure to maintain the landscaping improvements covered by this Agreement, the City shall provide notice to Worthington of the condition, and Worthington shall have fourteen (14) days from the date of notification to correct the condition, after which the City may remove landscaping or make the necessary repairs and recover the cost from Worthington. Notwithstanding the foregoing, if the City determines, in its reasonable discretion, that the offending condition constitutes a threat to the public health, safety, or welfare, the City may immediately abate the condition and recover any and all costs of said repair from Worthington. Worthington shall remit payment to the City within thirty (30) days of notice from the City regarding recoverable costs.

9. This Agreement does not authorize or otherwise permit Worthington to install or erect any sign, structure, or other improvements in or along BGD Roadway except as may be otherwise authorized by a permit or appropriate approvals.

10. To the fullest extent permitted by law, Worthington shall defend, indemnify, and hold harmless the City of Bonita Springs, and all of its officers, agents, consultants and individual employees from and against any claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense is attributable to any act or omission of Worthington, its agents, consultants, employees, contractors, or subcontractors, during the installation of landscape improvements or the maintenance thereafter.

11. Worthington agrees to assume all risk and bears responsibility for any loss or injury to property or persons occasioned by failure to properly maintain the landscaping improvements, or due to neglect or accident occurring during the maintenance process.

12. Worthington agrees to repair any and all damage that may occur to any adjoining or surrounding structures, utility facilities, roadways, sidewalks, or private property precipitated by Worthington's installation or maintenance activities.

13. Worthington, for itself and successors or assigns, agrees to carry and maintain in full force and effect liability insurance covering the landscaping installation and maintenance in accord with the amount deemed satisfactory by the City. Such policy shall name the City of the Bonita Springs as Additional Insured. Proof of compliance with this requirement shall be evidenced by the issuance of a Certificate of Insurance with coverage and terms as required herein.

14. The failure to maintain the landscaping improvements as stated above or failure to maintain sufficient insurance coverage shall constitute a default by Worthington. If such default is not cured within fourteen (14) calendar days, the City may terminate this Agreement upon written notice.

15. This Agreement shall continue in full force and effect until such time as the Roadway is widened, closed, abandoned, vacated, reconstructed, or until either party received 60 days written notice of the intent to terminate this Agreement.

16. Worthington may assign the rights and obligations set forth in this Agreement upon written agreement executed by Worthington, the City, and the assignee confirming that the assignee has assumed responsibility for the compliance with the terms and conditions of this Agreement.

17. This Agreement binds and inures to the benefit of the parties, as well as their respective legal representative, successors, and assigns.

18. This Agreement shall be construed and its performance enforced under Florida law with venue situated in Lee County, Florida.

19. Worthington and the City recognize and agree that this Agreement is of unique nature inuring principally to the benefit of Worthington and that money damages may not be an adequate or appropriate remedy for breach of the terms herein. Accordingly, the parties specifically agree that the non-defaulting party may raise in any pleading, without objection from the alleged defaulting party, the extraordinary remedy of specific performance, in order to protect the public's interest in this Agreement.

20. This Agreement is the entire agreement between the parties and may not be modified or replaced except by another signed written amendment with the same formalities as this Agreement.

21. If any term herein is ruled invalid or unconstitutional by a court of competent jurisdiction, that portion shall be deemed a separate provision and shall not affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed by their respective and duly authorized persons on the date first written above.

WITNESSES: WORTHINGTON

Michelle Fildes Brenda Hill

Signature:

Signature:

Michelle Fildes

Brenda Hill

Print Name

Print Name

Stephen A. Horvath

Signature

STEPHEN A. HORVATH, President

Print Name: Stephen A. Horvath, President

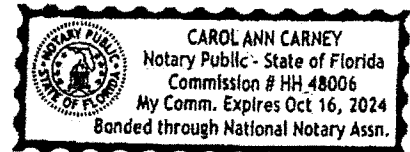
STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of February 2021 by
[INSERT NAME] in his capacity as President of Worthington Country Club.

Stephen A. Horvath

My Commission Expires:
Notary Public

Carol A. Carney
10/16/2024





ATTEST: CITY OF BONITA SPRINGS

Debra Filipek, City Clerk

Mayor Rick Steinmeyer

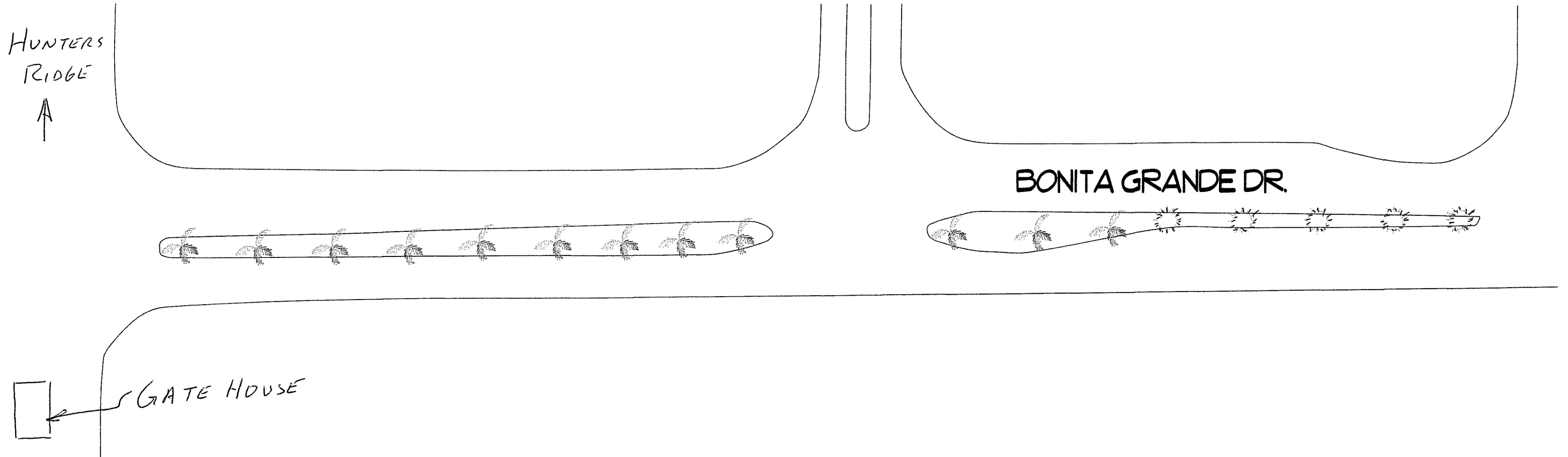
Approved as to form: _____
City Attorney's Office

LEGEND

COMMON NAME	QTY	BOTANICAL NAME
 FOXTAIL PALM	5	WODYETIA BIFURCATA
 PALM, ROYAL	12	ROYSTONEA ELATA

ANNUALS AROUND PALMS (TYP.)

BERNWOOD PARK



WORTHINGTON COUNTRY CLUB

Revision #: 1

Date: 2/24/2021

Scale:

1" = 50'



Landscape Plan: 1

BONITA GRANDE DR.

Landscape Design by:

RAMIREZ LANDSCAPING

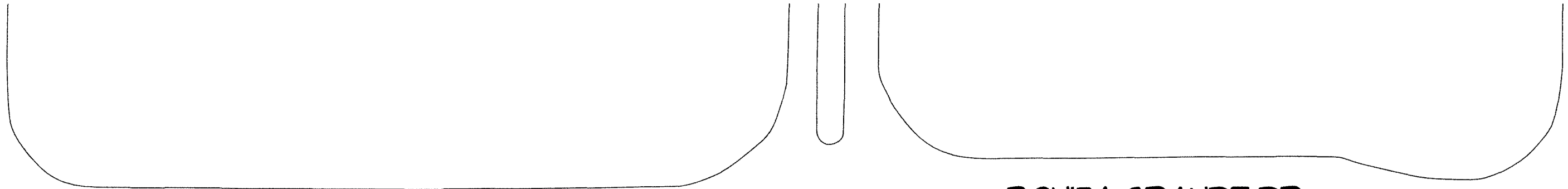
LEGEND

	COMMON NAME	QTY	BOTANICAL NAME
	FOXTAIL PALM	5	WODYETIA BIFURCATA
	PALM, ROYAL	12	ROYSTONEA ELATA

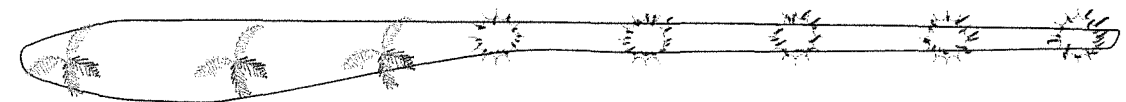
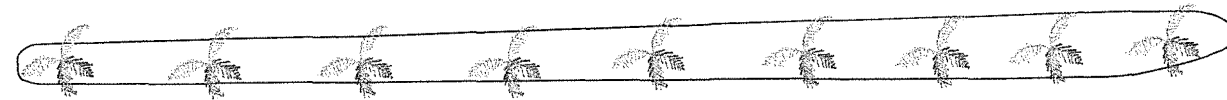
ANNUALS AROUND PALMS (TYP.)

BERNWOOD PARK

HUNTERS
RIDGE



BONITA GRANDE DR.



GATE HOUSE



WORTHINGTON COUNTRY CLUB

Revision #: 1

Scale:

Landscape Plan: 1

Landscape Design by:

Date: 2/24/2021

1" = 50'

BONITA GRANDE DR. 84/156

RAMIREZ LANDSCAPING

REQUESTED MOTION: Approve resolution confirming the selection committee’s recommended ranking and authorize staff to negotiate with the top ranked consultant, Kisinger Campo and Associates, for the Citrus Park/East Bonita Stormwater Improvement Project (RFQ# 20-29) Phase 1 design/construction improvements

REQUESTOR: Matt Feeney, Assistant City Manager/Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 5) Community Aesthetics

BACKGROUND: Staff issued a Request for Qualifications (RFQ# 20-29) on January 15, 2021 for design, Hydrologic and Hydraulic Modeling Study and construction plans for the Citrus Park/East Bonita Stormwater Improvement Project. The submittal deadline was February 16, 2021. The City received five (5) proposals on February 16, 2021.

The Selection Committee (Luis Molina, Lee County Natural Resources; Elly McKuen and Joel Langaney with City Public Works) met on March 10, 2021, heard presentations, evaluated submittals, and recommended the following recommended ranking: 1) Kisinger, Campo & Associates, 2) Grady Minor and Associates, 3) Johnson Engineering, 4) Kimley-Horn and Associates and 5) Weiler Engineering.

The attached resolution confirms the ranking and authorized staff to negotiate with the top ranked consultant, Kisinger, Campo & Associates (KCA). In the event that an agreement cannot be reached with the top-ranked consultant, staff would proceed with the next ranked consultant.

STAFF RECOMMENDATION: Approve resolution confirming the selection committee’s recommended ranking and authorize staff to negotiate with the top ranked consultant, Kisinger Campo and Associates, for the Citrus Park/East Bonita Stormwater Improvement Project (RFQ# 20-29) Phase 1 design/construction improvements

ATTACHMENTS:

1. Resolution

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE A DESIGN FEE WITH THE TOP RANKED FIRM, KISINGER, CAMPO & ASSOCIATES FOR THE CITRUS PARK/EAST BONITA STORMWATER IMPROVEMENT PROJECT PHASE 1, UPON APPROVAL OF THE DOCUMENTS BY THE CITY ATTORNEY.

WHEREAS, on January 15, 2021, the City advertised for Request for Qualifications (RFQ 20-29) for the Citrus Park/East Bonita Stormwater Improvement Project – Phase 1, and

WHEREAS, on February 16, 2021, the City received five (5) proposals from the following:

Consultant	Consultant
1) Kisinger Campo & Associates, Corp	4) Kimley-Horn & Associates, Inc.
2) Grady Minor & Associates, Inc.	5) Weiler Engineering, Inc.
3) Johnson Engineering, Inc	

WHEREAS the Selection Committee met on March 10, 2021 to evaluate, hear presentations, and recommend the selection of all five (5) consultants.

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

Section 1. That the Selection Committee, after careful consideration, unanimously recommended Kisinger, Campo & Associates, Corp. as the top ranked firm to complete the design, hydrologic and hydraulic studies and construction plans for the Citrus Park/East Bonita Stormwater Improvement Project.

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 24th day of March 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's office

Vote:

Forbes	Steinmeyer
Gibson	Carr
Quaremba	Purdon
Corrie	

Date filed with City Clerk: _____

REQUESTED MOTION: Approval of consent to hire Lisa Roberson as City of Bonita Springs Finance Director, with a start date of April 5, 2021.

REQUESTOR: Arleen Hunter, City Manager

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

Anne Wright, our current Finance Director, has formally notified the City that she will be retiring at the end of April of this year. Anne has been with the City for approximately six years, and we are extremely grateful for her years of dedicated service. We sincerely wish her well in her next chapter.

The City advertised the position and received the attached resume from Ms. Lisa G. Roberson, CPA. Ms. Roberson has over 21 years of experience with her main focus in local government. Notably, she has received the Certificate of Achievement for Excellence in Financial Reporting Award from the Governmental Financial Officers Association while previously serving as the Finance Director of Bonita Springs and every year during her time with the Village of Estero.

The charter provides that the City's Finance Director shall be appointed by the City Manager with the consent of Council and serve at the pleasure of the City Manager. Upon consent, Ms. Roberson will begin with the City in April, which will allow for a brief transition with Anne Wright.

STAFF RECOMMENDATION: Provide consent to hire Lisa Roberson as City of Bonita Springs Finance Director

ATTACHMENTS:

1. Resume
-

REVIEWERS:

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

COUNCIL ACTION:

Approved _____ Denied _____ Deferred _____ Other _____

Lisa G. Roberson, CPA

Experience

City of Naples, Florida

December 2020-Present

Deputy Finance Director – December 2020-Present

- Supervises, directs, and evaluates assigned staff and acts as a liaison between employees and management.
- Oversees City accounting operations and applies accepted and professional accounting standards to daily functions to ensure compliance with regulatory standards; performs routine audits, bank reconciliations, and grant management.
- Assist external auditors with annual fiscal year audit; prepares grant schedule for Comprehensive Annual Financial Report; balances fixed assets accounts and prepares the schedules and financial statements as required for Comprehensive Annual Financial Report.
- Prepares and administers City budgets and monitors expenditures for budget compliance.

Village of Estero, Florida

March 2015-December 2020

Finance Director - July 2015-December 2020

Interim Finance Director - March 2015-June 2015

- Directs the financial operation of the Village and provides fiscal stewardship and accountability of all public funds.
- Responsible for creating and maintaining adequate internal controls and preparation of the annual audit which has received the Certificate of Achievement for Excellence in Financial Reporting Award from Governmental Financial Officers Association each year since inception.
- Oversees and manages preparation of Village budget including budgeting for capital improvement plan containing operation analysis, cash flow, debt financing and management which has resulted in the Distinguished Budget Presentation Award from Governmental Financial Officers Association.
- Presentation of complex ideas and financial data to Village Council or Board Members, staff, civic organizations and citizens in a manner that is easily understood.
- Leads the Village in promoting and sustaining a strong fiscal position for the government through the establishment and maintenance of sound financial policies, procedures and controls to ensure compliance with applicable Federal, State, County and other municipal requirements.

City of Bonita Springs, Florida

December 2003-January 2015

Finance Director - November 2005-January 2015

Deputy Treasurer - December 2003-November 2005

- Managed and developed financial strategies for all financial aspects of the City budget and the capital improvement plan including cash flow, debt financing and financial reporting and forecasting.
- Responsible for creating and maintaining adequate internal controls and preparation of the annual audit which has received the Certificate of Achievement for Excellence in Financial Reporting Award.
- Implemented and monitored sound cash management practices and ensured compliance with applicable Federal, State, County and other municipal requirements.
- Presented financial data and recommended policies and procedures to City Council or Board Members, City Manager staff, civic organizations and citizens in a manner that is easily understood.
- Assisted and coordinated with other departments in the development of budget, financial reports and other financial data.

Experience (continued)

Schultz, Chaipel, Redovan & Baker, LLP

January 2000-December 2003

Senior Staff Accountant

- Planned and performed audits including drafting of financial statements for local governments, non-profits and for-profit entities.
- Prepared tax returns and projections for corporations, partnerships, individuals and non-profit entities.
- Assisted with general ledger maintenance, maintaining depreciation schedules.
- Completed multiple complex engagements with an emphasis on quality standards, timely completion within budget, and profitability.
- Coordinated the completion of financial statements, work papers and reviews financial statements and work papers prepared by the staff accountants.
- Supervised, trained, and developed staff assigned to engagements.
- Regularly exercised discretion and independent judgment involving corrective measures with client data. Compared and evaluated possible courses of action and making decisions after considering various possibilities.

Credentials and Education

Certified Public Accountant

November 1997 to present

Key to the City of Bonita Springs

January 2015

Certificate of Achievement for Excellence in Financial Reporting Award

October 2006 to present

Distinguished Budget Presentation Award

October 2017 to present

Bachelor of Science, Accounting

University of South Florida, Tampa, Florida

May 1994

Knowledge, Abilities, and Skills

- Knowledge of the statutes, rules, regulations, principles and practices, and procedures pertaining to governmental accounting, budgeting, and the fiscal operations of a local government.
- Comfortable speaking in public with the ability to present complex ideas and financial data to Council or Board Members, staff, civic organizations and citizens in a manner that is easily understood.
- Logical strategic thinker with integrity in the commitment to manage the fiscal affairs of a demanding organization.
- Experience with governmental budgetary practices and long-term capital financing practices.
- Ability to establish, maintain, and prepare reports and records while exhibiting outstanding organizational skills.
- Capacity to understand and carry out complex oral and written instructions and consistently demonstrating excellent problem solving and critical thinking skills.
- Consistently demonstrates an ability to interact professionally and maintain effective working relationships with supervisors, subordinates, coworkers, government officials, and the public.
- Aptitude to plan for, organize, and supervise assigned staff or department.
- Ability to research information and analyze data to arrive at valid conclusions, recommendations, and plans of action.
- Experienced at working in a fast paced, automated environment with many interruptions.

Professional and Civic Affiliations

- Alumni Class of 2002 Leadership Lee County
- Board Member of Secretary of Southwest Florida Chapter of the Florida Institute of Certified Public Accounts 2001-2003
- Member of the Government Finance Officers Association
- Member of the Southwest Florida Government Officers Association
- Member of the Florida Institute of Certified Public Accountants

REQUESTED MOTION: Approve Budget Resolution to transfer budget from the Vehicle Replacement Reserve to Parks and Recreation for a replacement truck.

REQUESTOR: Nicole Perino, Parks and Recreation Director/Anne Wright, Finance Director

AGENDA: Consent

STRATEGIC PRIORITY: Yes, Financial Transparency

BACKGROUND:

As previously presented to City Council during the FY 2021 budget discussions, staff has been implementing a replacement plan for City vehicles and equipment. A Parks and Recreation truck has experienced mechanical issues, which were not cost effective to repair.

Attached is a Budget Resolution to transfer FY 2021 budget from the Vehicle Replacement account for the purchase of a replacement truck for Parks and Recreation in the amount of \$31,750.

STAFF RECOMMENDATION: Approve the attached Budget Resolution.

ATTACHMENTS:

1. Budget Resolution
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Nicole Perino/Anne Wright

Council Action: Approved __ Denied __ Deferred __ Other _____

REQUESTED MOTION: Approve the Caretaker's Agreement for the Bonita Nature Place

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: No

BACKGROUND:

Jason Jaccarino, who is the Maintenance Manager of the Parks and Recreation Department, has been the Caretaker for the Bonita Nature Place residing in the caretaker residence located on the property for the past seven years. The caretaker's primary objective is to protect the property from vandalism and otherwise keep it secure as Council has previously determined to be necessary and in the best interest of the city.

Attached is the Caretaker Agreement for caretaker services for the Bonita Nature Place. Since 2014, City staff has decided it is appropriate for an employee to serve as caretaker. The terms of the Caretaker Agreement provide for a one-year lease with both parties able to extend, a monthly rental fee of \$450, and special requirements regarding parking, maintenance obligations, and preserving the natural state of the environment.

STAFF RECOMMENDATION: Approve the Caretaker Agreement for the Bonita Nature Place for a one-year term.

ATTACHMENTS:

1. Caretaker's Agreement
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS
CARETAKER'S AGREEMENT

THIS AGREEMENT is made on this 24th day of March, 2021, by and between and the City of Bonita Springs, a Florida municipal corporation (hereinafter, the "City"), whose address is 9101 Bonita Beach Road, Bonita Springs, Florida, 34135, and Jason Jaccarino (hereinafter, the "Caretaker"), whose address is 27601 Kent Road, Bonita Springs, Florida 34135.

WITNESSETH:

WHEREAS, the City owns certain property referred to as the Bonita Nature Place (the "Premises"). The Premises and all appurtenant property located in and about the Premises, together with all City-owned land and improvements surrounding or adjacent to the Premises are collectively referred to herein as the "Property"; and

WHEREAS, the City has determined that it is necessary and in the best interest of the City that a person resides in the Premises in order to protect the Property from vandalism and otherwise keep the Property secure and properly maintained; and

WHEREAS, Caretaker is willing to reside in the Premises to provide certain services, subject to the terms and conditions of this Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Agreement shall commence April 4, 2021 and shall expire April 4, 2022 (the "Term"), unless otherwise extended by mutual agreement of the Parties as provided for herein.
2. Caretaker shall deposit with the City a sum equal to one month's rent and will be refunded upon leaving the premises, less any actual costs deducted pursuant to the terms of this Agreement.
3. Caretaker shall pay to the City a sum of \$450.00 per month as Rent for the Premises. The Parties agree that a sum of \$225.00 shall be deducted from Caretaker's payroll on a bi-weekly basis.
4. During the entire Term of this Agreement, Caretaker shall reside full-time in the Premises and shall use all reasonable efforts to protect the Property from vandalism and other abuse, damage, or destruction.
5. Caretaker shall keep the Premises and all fixtures, furnishings and other property belonging to the City located in and about the Premises, in good repair and in clean and healthy condition, and shall not damage, nor permit any other person to damage, any part of the Premises.
6. Caretaker shall promptly notify the Parks and Recreation Director of the cause, nature, and extent of any damage inflicted upon the Premises. In the event that any damage to the Premises is caused by Caretaker, or by any person or animal permitted by

- Caretaker to be on or about the Premises, Caretaker shall be responsible for any and all repairs necessary to return the Premises to the same condition in which it existed when Caretaker took possession, reasonable wear and tear excepted.
7. Caretaker shall not make any alteration or addition to the Premises without prior written consent of the Parks and Recreation Director. Any alteration or addition to the Premises shall become and remain the property of the City upon the expiration of this Agreement.
 8. Caretaker shall not erect, or otherwise display any signs, placards or posters on or about and visible from the exterior of the Premises without first obtaining the written consent of the Parks and Recreation Director.
 9. Caretaker shall not keep dogs, cats, or any other animal that may disturb the wildlife. Caretaker may keep an indoor pet in the Premises after obtaining the written consent of the Parks and Recreation Director.
 10. The Caretaker shall dispose of any garbage or recyclable items in the appropriate bins and shall ensure that the garbage and recycle bins are taken to the designated curb area in time for pick-up. Any excessive necessary removal of non-household waste shall be coordinated through contacting the Parks and Recreation Director.
 11. Caretaker shall not use the Property, nor permit the Property to be used, for any unlawful purpose or for any purpose that could injure the reputation of the City. Caretaker shall not use the Property, nor permit the Property to be used, in any way that may increase the rate of fire or liability insurance on the Property. Caretaker agrees to indemnify and hold the City harmless from any damages sustained as a result of Caretaker's negligence or wrongful acts or omissions that constitute a breach of this Agreement.
 12. The City reserves the right to access the property, including the personal premises of the Caretaker, with twenty-four (24) hours' notice provided to Caretaker.
 13. Caretaker shall not allow the Premises to be occupied or used by any other persons than those specified in this Agreement and occasional guests, without first obtaining the written consent of the Parks and Recreation Director. Caretaker shall be responsible for the actions of any family members and all other persons occupying or using the Premises with his permission.
 14. Caretaker shall not use the premises for any business purpose.
 15. Caretaker shall not drive a City-owned vehicle to the Premises after business hours.
 16. If Caretaker will be absent from the Premises for a period longer than two days, Caretaker shall notify the Parks and Recreation Director of the anticipated dates of absence so that alternative plans can be made for the security of the Property.

17. Caretaker agrees to park his personal vehicle and any vehicle belonging to his guests in the parking lot. Caretaker shall not park at the Nature Center Building during operating hours.
18. No outdoor storage is permitted of any kind, including but not limited to equipment, lawnmowers, and bikes. Such items shall be stored in the shed.
19. Caretaker acknowledges and understands that the Property is comprised of fragile and sensitive environment. Caretaker shall not light bonfires, create excess noise, or otherwise disturb the natural state of the Property in any way, unless prior written consent of the Parks and Recreation Director is obtained. Caretaker shall make all reasonable efforts to ensure that any domestic animal on or about the Property does not create a disturbance to the natural state of the Property or to any facility on the Property.
20. The City shall pay and be responsible for electricity, household garbage removal, and water to the Premises. Caretaker shall pay and be responsible for cable, internet and telephone services.
21. The City shall not be liable for any damage occasioned by failure to keep the Premises in repair, and shall not be liable for any damage from plumbing gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, sink, toilet or wastepipe in or about the Premises, nor for damage by water, or ice, being on or coming through any roof, door or window, or otherwise. The City shall not be liable for any injury sustained in or about the premises by Caretaker, Caretaker's family or any invitee of Caretaker, or by any property of that person. Caretaker agrees to hold the City harmless from any costs incurred, including reasonable attorney's fees, or damages sustained as a result of any such injury. Caretaker shall be responsible for any renter's insurance to protect his personal property.
22. The license granted to Caretaker by City under this agreement shall commence on the date of this agreement and shall run for one year terms, including any extensions, unless terminated on the first to occur of the following:
 - a) Thirty days from the date either party gives written notice of intent to terminate.
 - b) If Caretaker leaves the employ of the City, the Caretaker will vacate the premises within thirty (30) days of termination.
 - c) Breach or default by either party of any of the terms of this Agreement.
 - d) Material damage to or destruction of the Premises that renders it untenable.
23. The license granted to Caretaker by this Agreement is exclusive to Caretaker and is nonassignable by Caretaker.
24. Upon the termination for any reason of the license granted to Caretaker, Caretaker and all other persons occupying or using the Premises through Caretaker shall immediately vacate the Premises, shall remove from the Premises all personal property, and shall leave the Premises in a clean and "move-in ready" condition. The

City's use of the Premises after any termination of license shall be without prejudice to any remedies which might otherwise be due to City for arrears in payment of the monthly rental fee or for damages to property, or otherwise.

- 25. The City and Caretaker acknowledge and agree that this Agreement is not intended to and does not constitute a lease, and neither City nor Caretaker shall have any rights or remedies generally available to, nor obligation generally imposed upon, landlords and tenants under Florida statutory or common law, other than those set out in this agreement. Noting contained within this Agreement shall be construed as creating an employer/employee relationship between the City and Caretaker.
- 26. Any notice required or permitted to be given and any payment to be made under this Agreement shall be deemed given and made if delivered personally or sent, postage prepaid, by registered mail, return receipt requested, to the Parties at the respective address listed in the first paragraph of this Agreement.
- 27. This writing represents the entire agreement of the Parties with respect to this subject matter. It may not be altered or amended except by subsequent written agreement executed by the Parties.

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

CARETAKER

Witness 1: _____
(Signature)

By: _____
Jason Jaccarino

Print Name: _____

Witness 2: _____
(Signature)

Print Name: _____

ATTEST:

CITY COUNCIL OF BONITA SPRINGS

By: _____
City Clerk

By: _____
Mayor Rick Steinmeyer

Date filed: _____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

REQUESTED MOTION: Receive presentation from Commissioner Kevin Ruane regarding the Southwest Florida Regional Resiliency Compact and MOU.

REQUESTOR: Councilmember Jesse Purdon, District 2

AGENDA: Presentation

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

Commissioner Kevin Ruane will be present to discuss the Southwest Florida Regional Resiliency Compact and MOU, as well as provide an update on the County's activities. While presenting, the Commissioner will also discuss the County's request for support of the letter regarding the Lake Okeechobee System Operations Manual (LOSOM).

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS:

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director:

COUNCIL ACTION:

Approved ____ Denied ____ Deferred ____ Other _____

REQUESTED MOTION: Receive and accept update by Waldrop Engineering, agent for DeFoor Allison Trust for Bonita Preservation Trust (property owner of the Shangri-La), for their master planning efforts as identified in the compliance agreement between the property owner and the City of Bonita Springs.

REQUESTOR: John Dulmer, Director of Community Development; Mike Fiigon II, Senior Planner for Community Development

AGENDA: Presentation

STRATEGIC PRIORITY: 8) Economic Development; Downtown Revitalization

BACKGROUND: In April 2018, the property owner had entered into a compliance agreement with the City of Bonita Springs which required the property owner to engage in master planning efforts for their land holdings on the west side of Industrial Street. The agreement required them to present a status update by December 2020 and then to present the current status of the plan to City Council at a public meeting, and to have the master plan approved/accepted by December 2021. The first status update was completed during the November 4, 2020 Council meeting. The property owner is now presenting their proposed final version of the master plan.

STAFF RECOMMENDATION: Accept the update and the proposed master plan

ATTACHMENTS:

1. Proposed Master Plan
2. Compliance Agreement

REVIEWERS:

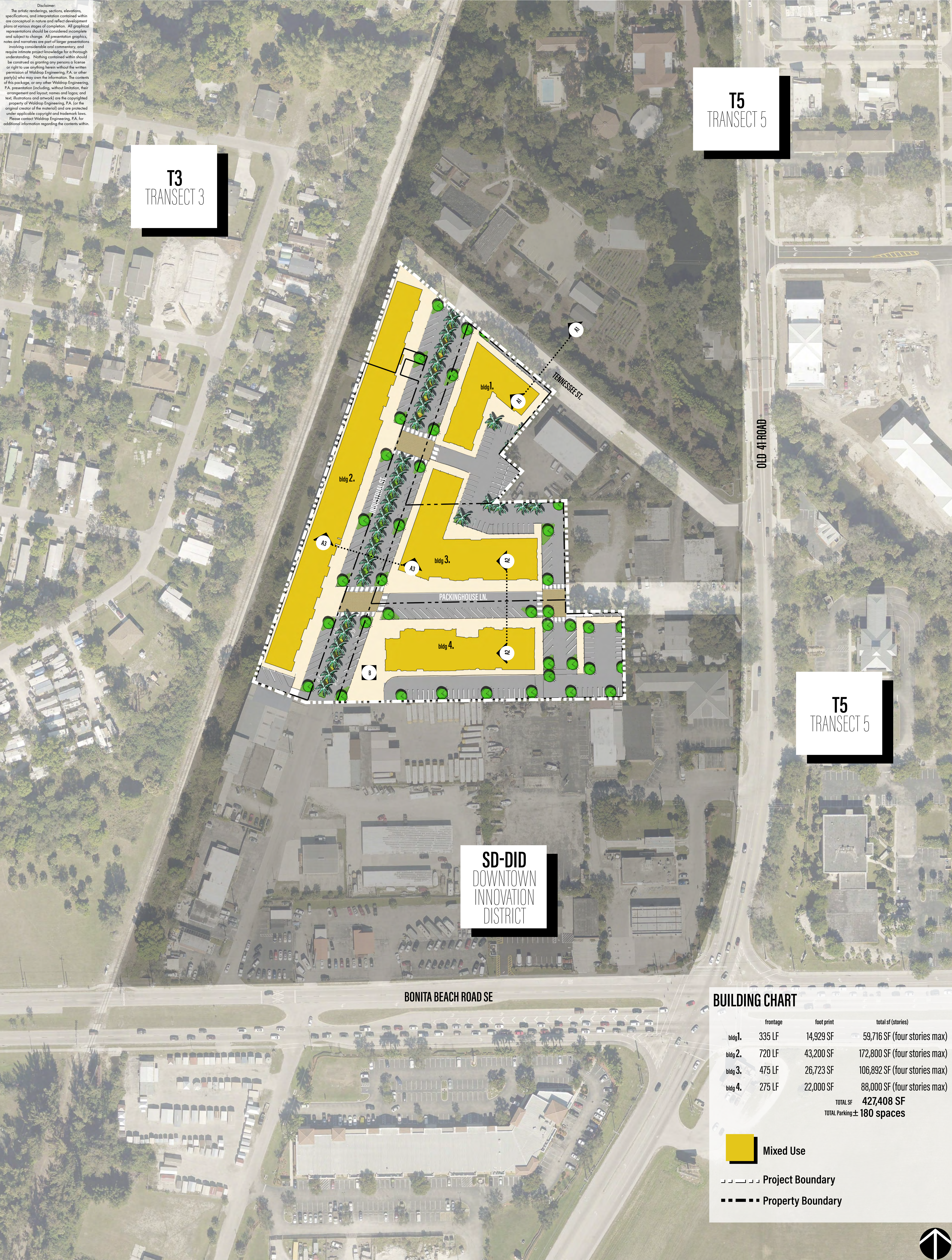
City Attorney: Derek Rooney
City Manager: Arleen Hunter
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Disclaimer:
The artistic renderings, sections, elevations, specifications, and interpretation contained within are conceptual in nature and reflect development plans at various stages of completion. All graphical representations should be considered incomplete and subject to change. All presentation graphics, notes and narratives are part of larger presentations involving considerable oral commentary, and require intimate project knowledge for a thorough understanding. Nothing contained within should be construed as granting any person a license or right to use anything herein without the written permission of Waldrop Engineering, P.A. or other party(ies) who may own the information. The contents of this package, or any other Waldrop Engineering, P.A. presentation (including, without limitation, their arrangement and layout, names and logos, and text, illustrations and artwork) are the copyrighted property of Waldrop Engineering, P.A. (or the original creator of the material) and are protected under applicable copyright and trademark laws. Please contact Waldrop Engineering, P.A. for additional information regarding the contents within.

T3
TRANSECT 3

T5
TRANSECT 5



T5
TRANSECT 5

SD-DID
DOWNTOWN
INNOVATION
DISTRICT

BUILDING CHART

	frontage	foot print	total sf (stories)
bldg 1.	335 LF	14,929 SF	59,716 SF (four stories max)
bldg 2.	720 LF	43,200 SF	172,800 SF (four stories max)
bldg 3.	475 LF	26,723 SF	106,892 SF (four stories max)
bldg 4.	275 LF	22,000 SF	88,000 SF (four stories max)
TOTAL SF			427,408 SF
TOTAL Parking ±			180 spaces

- Mixed Use
- Project Boundary
- Property Boundary

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SHANGRI-LA



A1
 BLOCK DETAIL - TENNESSEE STREET

SIDEWALK

EXISTING RIGHT-OF-WAY

EXISTING VEGETATION



A2
 BLOCK DETAIL - PACKINGHOUSE LANE

SIDEWALK

ON-STREET PARKING

TRAVEL LANE

SIDEWALK



A3
 BLOCK DETAIL - INDUSTRIAL STREET

SIDEWALK

ON-STREET PARKING

TRAVEL LANE

MEDIAN

TRAVEL LANE

ON-STREET PARKING

SIDEWALK

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B
 PEDESTRIAN PLAZA + ON-STREET PARKING DETAIL

- BENCH 1.
- TRASH RECEPTACLE 2.
- SEATING / SITE FURNISHING 3.
- CROSSWALK 4.
- PEDESTRIAN PLAZA 5.
- ON-STREET PARKING 6.

THIS INSTRUMENT PREPARED BY:
Henderson, Franklin, Starnes & Holt, P.A.
c/o Charles J. Basinait
1715 Monroe Street
Fort Myers, Florida 33901
239-344-1100

STRAP # 35-47-25-B4-00207.0150, 35-47-25-B4-00207.0090 , 35-47-25-B4-00208.0260, 35-47-25B4-00210.003A, 35-47-25-B4-00210.0040, 35-47-25-B4-00210.0010 and 35-47-25-B4-00210.0030

AMENDED COMPLIANCE AGREEMENT
BONITA PRESERVATION TRUST

THIS COMPLIANCE AGREEMENT made this 11th day of APRIL, 2018, by and between the City of Bonita Springs, 9101 Bonita Beach Road, Bonita Springs, Florida 34135 ("City"), and Bonita Preservation Trust, P.O. Box 366787, Bonita Springs, Florida 34136 ("Owner") (collectively, "Parties").

RECITALS

WHEREAS, Section 2-2 of the City's Land Development Code ("City's LDC"), entitled "compliance agreements," delegates the authority to the City Manager or designee to enter into compliance agreements to facilitate compliance with the terms and conditions of the City's LDC; and

WHEREAS, the purpose of a compliance agreement is to provide an alternative means to reach compliance with the terms of the City's LDC; and

WHEREAS, Bonita Preservation Trust (Allison DeFoor as trustee) is the owner of record for the real property and improvements located at 27771, 27791, and 27841-847 Industrial Street, Bonita Springs, Florida 34135 ("Eastern Property") and 27756, 27786, 27750 and 27754 Industrial Street, Bonita Springs, Florida 34135 ("Western Property"); and

WHEREAS, the Owner desires to modify the terms of that Compliance Agreement entered into on December 29, 2017 (attached as Exhibit "A") between the City of Bonita Springs and Bonita Preservation Trust due to the fact that MasTec North America, Inc. decided, after execution of said Compliance Agreement between Owner and City, not to enter into a lease with Owner for use of the Eastern Property; and

WHEREAS, there are certain obligations which arise by virtue of that Compliance Agreement, the disposition of which will be addressed in this Amended Compliance Agreement; and

WHEREAS, Owner is recognized as a partner and anchor in the downtown area, and the subject property has a substantial impact on the redevelopment of the Old 41 Redevelopment Overlay District ("Overlay"); and

WHEREAS, Owner desires to use both the Western and Eastern Property for uses that are consistent with the Overlay or for uses that are similar to those allowed in the Overlay; and

WHEREAS, the proposed uses are a soccer school, a woodworking business, a home occupation and a brewery; and

WHEREAS, the Eastern Property is located within the Overlay while the Western Property is currently located outside the Overlay; and

WHEREAS, the Eastern Property is included in Sub-Area 11 of the Overlay and is designated as Commercial and Industrial Flex Space in the Overlay; and

WHEREAS, a brewery is an allowed use in the Overlay; and

WHEREAS, the Western Property has a combination of both C-1 and IL zoning districts pursuant to the official zoning maps of the City of Bonita Springs; and

WHEREAS, Owner desires to locate woodworking, home occupation and soccer schools within the Western Property; and

WHEREAS, woodworking, home occupation and a soccer school are not specifically listed as uses permitted in the C-1 zoning district; and

WHEREAS, the City's LDC authorizes the City to approve a use not specifically listed as permitted if the proposed use has similar traffic, patronage, intensity, and characteristics of the uses otherwise permitted; and

WHEREAS, the City's LDC authorizes the director to determine uses that are not specifically listed in the use activity groups or in any of the use regulation tables that are permitted by right or by special exception in a particular zoning district based upon the placement of similar listed uses in the various districts, and

WHEREAS, Owner agrees to immediately commence preparation of a master plan for the Western Property, which master plan shall be in compliance with the Overlay. This master plan will include the following items in concept: uses with approximate square footage, building locations, parking, pedestrian and bicycle access; and

WHEREAS, Owner agrees to present the current status of the plan to City Council at a public meeting in December, 2020 and to have the plan accepted and/or adopted by the City by December, 2021; and

WHEREAS, City and Owner agree that the conditions delineated in the original Compliance Agreement relating to the removal and installation of fencing, irrigation and landscaping are no longer a requirement of this Amended Compliance Agreement; and

WHEREAS, the Owner for itself, its successors and assigns, has the legal authority to bind all ownership interest in the Property.

NOW THEREFORE, in consideration of the forgoing, the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, the Owner stipulates and agrees as follows in order for the Owner to obtain a Certificate of Occupancy and to occupy the Western and Eastern Property with uses as outlined above during the time required to add the Western Property into the Overlay. Any occupation or use of the Western Property from and after inclusion of the Western Property into the Overlay must be consistent with the Overlay. In addition, any occupation or use of the Eastern Property must be consistent with the Overlay from and after execution of this Amended Compliance Agreement:

1. The above Recitals are true and correct and the substantive provisions and terms are incorporated herein.
2. This Amended Compliance Agreement may be recorded in the Official Land Records of Lee County, Florida.
3. The Owner must maintain the Property such that it is in compliance with all the requirements of the City's LDC.
4. The Owner agrees to immediately commence preparation of a master plan for the Western Property. Thereafter, Owner agrees to schedule and attend a meeting with City Council during December, 2020 to discuss the status of the master plan and to have the master plan accepted and/or adopted by December, 2021. The Owner agrees that master planning of the Property will be consistent with the Overlay.
5. Owner agrees to include the Western Property into the master plan being developed. The Western Property is identified via strap numbers 35-47-25-B4-00210.003A (27756 Industrial Street), 35-47-25-B4-00210.0040 (27786 Industrial Street), 35-47-25-B4-00210.0010 (27750 Industrial Street) and 35-47-25-B4-00210.0030 (27754 Industrial Street).
6. The Parties agree that the Western Property shall be made a part of the Old 41 Redevelopment Overlay District via an amendment to the City's comprehensive plan. In the event that this amendment only contemplates expansion of the Overlay boundary to include the properties delineated in paragraph 5 herein then City agrees to do a City initiated amendment to the comprehensive plan and Owner agrees not to object to said amendment. If, however, the Owner proposes changes to the Overlay, other than a modification of the external boundary to add in Owner's property on the west side of Industrial Street, then Owner agrees to file a

Private amendment request to the comprehensive plan in order to effectuate these changes. Owner agrees to pay for legal advertising costs and cost recovery deposit fees (per Ordinance 17-18 as may be amended from time to time) for this comprehensive plan amendment regardless of the party filing the application.

7. The Parties shall comply with all terms of this Compliance Agreement, within the stated time frames. In the event the Parties execute, but do not perform all obligations under this Agreement, the City may pursue all appropriate remedies, including revocation of the Certificate of Occupancy for any uses on the Western Property.
8. The obligations imposed and entitlements created pursuant to this Amended Compliance Agreement shall be binding upon and enforceable by and against the Parties, their personal representatives, heirs, successors, grantees, lessees, and assigns.
9. That Compliance Agreement attached hereto as Exhibit "A" is hereby declared null and void and shall be of no further force and effect.

(REMAINING SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Owner has executed this Compliance Agreement in order to provide a mechanism to obtain a Certificate of Occupancy for the delineated uses on the Western Property and intends to be bound as of the date written above.

James P. May Jr
Witness

BY: Allison DeFoor
Allison DeFoor
Trustee
Bonita Preservation Trust

Joseph L. Meyerant
Witness

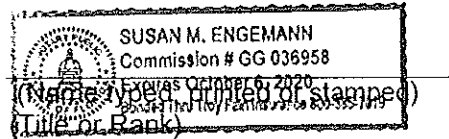
Date: 4-19-18

STATE OF FLORIDA
COUNTY OF ~~LEE~~ DUVAL

The foregoing instrument was acknowledged before me this 19th day of April, 2018 by Allison DeFoor, Trustee, Bonita Preservation Trust. He is personally known to me or has produced Passport as identification.

Susan M. Engemann
Signature of Notary Public

SEAL


(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Attest:

CITY OF BONITA SPRINGS

By: Charles Wade
City Clerk

By: [Signature]
City Manager

Dated: 4/11/18

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

EXHIBIT "A"

THIS INSTRUMENT PREPARED BY:
Henderson, Franklin, Starnes & Hoff, P.A.
c/o Charles J. Baskait
1715 Monroe Street
Fort Myers, Florida 33901
239-344-1100

STRAP # 35-47-25-B4-00207.0150, 35-47-25-B4-00207.0050 and 35-47-25-B4-00208.0250

COMPLIANCE AGREEMENT
BONITA PRESERVATION TRUST

THIS COMPLIANCE AGREEMENT made this 29th day of December, 2017, by and between the City of Bonita Springs, 8101 Bonita Beach Road, Bonita Springs, Florida 34135 ("City"), and Bonita Preservation Trust, P.O. Box 366787, Bonita Springs, Florida 34136 ("Owner") (collectively, "Parties").

RECITALS

WHEREAS, Section 2-2 of the City's Land Development Code ("City's LDC"), entitled "compliance agreements," delegates the authority to the City Manager or designee to enter into compliance agreements to facilitate compliance with the terms and conditions of the City's LDC; and

WHEREAS, the purpose of a compliance agreement is to provide an alternative means to reach compliance with the terms of the City's LDC; and

WHEREAS, Bonita Preservation Trust (Allison DeFoor as trustee) is the owner of record for the real property and improvements located at 27771, 27791, and 27841-847 Industrial Street, Bonita Springs, Florida 34135 ("Property"); and

WHEREAS, the Owner desires to lease a portion of the property to MasTec North America, Inc. ("MasTec"), for a period of five (5) years for the purpose of operating a business which includes limited office use, indoor storage, and outdoor storage; and

WHEREAS, the property owner is recognized as a partner and anchor in the downtown area, and the subject property has a substantial impact on the redevelopment of the Old U 41 Redevelopment Overlay; and

WHEREAS, the Property was zoned C-1, C-2, and IL pursuant to the official zoning maps of the City of Bonita Springs, Florida; and

WHEREAS, the proposed uses described above are considered to be Contractors and Builders, Group II uses, pursuant to the City's LDC and are permitted uses on lands zoned C-1, C-2, and IL; and

WHEREAS, the Property is located within the Old US 41 Corridor Redevelopment Overlay District ("Overlay District"); and

WHEREAS, the Property is included in Area 11 of the Overlay District and is designated as Commercial and Industrial Flex Space in the Overlay District; and

WHEREAS, Contractors and Builders, Group II uses, is not specifically listed as a use permitted in Area 11 of the Overlay District; and

WHEREAS, Section 4-869(2)(a) of the City's LDC authorizes the City to approve a use not specifically listed as permitted if the proposed use has similar traffic, patronage, intensity, and characteristics of the uses otherwise permitted; and

WHEREAS, the City and the Owner agree that the proposed uses by MasTec shall serve as a transitional use of the Property; and

WHEREAS, the Owner agrees that in beginning of the second year of the lease to MasTec the Owner shall commence preparation of a master plan for the Property, which master plan shall be in compliance with the Overlay District. This master plan will include the following items in concept; uses with approximate square footage, building locations, parking, pedestrian and bicycle access; and

WHEREAS, the Owner agrees to present the current status of the plan to City Council at a public meeting at the end of the third year of the lease and to have the plan accepted and/or adopted by the City by the end of the fourth year of the lease; and

WHEREAS, the Owner agrees that MasTec shall vacate the Property at the end of the five (5) year lease; and

WHEREAS, the Owner agrees that during the first six months of the lease, the Owner will make necessary changes to bring the Property into compliance with the requirements of the City's LDC; and

WHEREAS, the City agrees to authorize the use of the Property by MasTec for five (5) years from the commencement of the lease between the Owner and MasTec in exchange for which the Owner agrees to obtain a Certificate of Occupancy for the Property, make certain miscellaneous necessary site improvements to visually screen the storage of vehicles from adjacent properties and rights-of-way, which will include but not be limited to installation of an eight (8) foot tall opaque fence along the western, northern, and eastern sides of the Property adjacent to the large parking lot; and

WHEREAS, the Owner agrees to install vegetation consistent with a Type "D" buffer in planting boxes along the western side of the large parking lot adjacent to Industrial Street, except that all trees planted in connection with this requirement must be planted in the ground and not in planter boxes and all landscaping installed in connection with this requirement must be properly irrigated; and

WHEREAS, the Owner for itself, its successors and assigns, has the legal authority to bind all ownership interest in the Property.

NOW THEREFOR, in consideration of the foregoing, the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, the Owner stipulates and agrees as follows in order for the Owner to obtain a Certificate of Occupancy and to occupy the Property for five (5) years from the date of commencement of a lease between the Owner and MasTec:

1. The above Recitals are true and correct and the substantive provisions and terms are incorporated herein.
2. This Compliance Agreement may be recorded in the Official Land Records of Lee County, Florida.
3. The Owner must maintain the Property such that it is in compliance with all the requirements of the City's LDC.
4. As on-site mitigation, the Owner shall install an opaque fence eight (8) foot tall acceptable to the City architect along the western, northern, and eastern perimeter of the Property adjacent to the large parking lot. In addition, on the Industrial Street side of the fence, the Owner shall install landscaping consistent with a Type "D" buffer in planter boxes, except that all trees required herein shall be planted in the ground. An irrigation system shall be installed to adequately irrigate this landscaping. The Owner shall execute a contract for the installation of the fence and landscaping improvements within 60 days of commencement of the lease with MasTec. If additional screening is necessary, the City and Owner will work to find acceptable screening materials. Any improvements associated with ingress/egress will require development order approval. Any work to improve Industrial Street will require a right of way permit from the City's Public Works Department.
5. The vegetative buffer must be reasonably maintained throughout the term of the lease between the Owner and MasTec. Any plants that do not survive must be replaced within thirty (30) days of receipt of notice from the City. Failure to continue maintenance will be considered a breach of this Compliance Agreement.
6. If it is determined via City inspection that the aforementioned landscaping is not being maintained to City standards, and if the landscaping maintenance has still not been brought up to City standards within 30 days after Owner receives notice of same from the City, then this shall be considered a violation of this agreement and Owner shall face a fine of \$200.00 per day until and unless this violation is abated and subject to Condition 15 of this Agreement.

7. Owner agrees that any trucks located on the subject property will be parked a minimum of fifty (50) feet east of the opaque fence along the west side of the property.
8. The Owner agrees to commence preparation of a master plan for the Property at the beginning of the second year of the lease with MasTec. Thereafter, Owner further agrees to schedule and attend a meeting with City Council at the end of the third year of the lease to discuss the status of the master plan and to have the master plan accepted and/or adopted by the end of the fourth year of the lease between the Owner and MasTec. The Owner agrees that master planning of the Property will be consistent with the Overlay District.
9. Owner agrees to include four (4) other properties under their ownership and control in the master plan being developed pursuant to paragraph 8 herein. The four (4) other properties are identified via strap numbers 35-47-25-B4-00210.003A (27756 Industrial Street), 35-47-25-B4-00210.0040 (27786 Industrial Street), 35-47-25-B4-00210.0010 (27750 Industrial Street) and 35-47-25-B4-00210.0030 (27754 Industrial Street).
10. The Parties agree that the properties owned by Owner on the west side of Industrial Street and delineated in paragraph 9 herein shall be made a part of the Overlay via an amendment to the City's comprehensive plan. In the event that this amendment only contemplates expansion of the Overlay boundary to include the properties delineated in paragraph 9 herein then City agrees to do a City initiated amendment to the comprehensive plan and Owner agrees not to object to said amendment. If, however, the Owner proposes changes to the Overlay, other than a modification of the external boundary to add in Owner's property on the west side of Industrial Street, then Owner agrees to file a private amendment request to the comprehensive plan in order to effectuate these changes. Owner agrees to pay for legal advertising costs for this comprehensive plan amendment regardless of the party filing the application.
11. If MasTec fails to timely vacate the subject property on or before the end of their five (5) year lease then Owner shall face a fine of \$300.00 per day until MasTec vacates the property. If MasTec vacates the premises for any reason, whether on its own initiative or an eviction, Owner may not lease to any other tenant under this Compliance Agreement, except to the extent that the office building located at 27771 Industrial Street may be leased to a third party other than MasTec to be used as office space consistent with the Overlay.
12. Both parties agree that the master planning of the subject property is an integral part of this agreement. If the plan is not complete by the end of the 4th year of the lease with MasTec then the City has the option of revoking all occupancy permits and not issuing any new permits prior to the adoption of the master plan. The master plan will include improvements to

the right of way including vehicular and pedestrian access, parking, building locations, uses and square footage in conceptual form.

13. Owner agrees that MasTec will only use either Industrial Street and/or that portion of Old 41 between Tennessee Street and Bonita Beach Road for ingress and egress to the subject property, except that MasTec may use Old 41 north of Tennessee Street when MasTec has a job adjacent to the area of Old 41 north of Tennessee Street. In the event any MasTec truck utilizes Old 41 north of Tennessee Street for through traffic, the Owner will accept a code enforcement citation with a penalty in the amount of \$75.00 for the first violation, \$150.00 for the second violation and \$300.00 for the third and any additional violations.
14. Trucks are not allowed to idle on or in adjacent right of way for more than three minutes. Vehicles with back up beepers should only be engaged in reverse for the time necessary to park or place the vehicle in position to load.
15. The Parties shall comply with all terms of this Compliance Agreement, within the stated time frames. In the event the Parties execute, but do not perform all obligations under this Agreement, the City may pursue all appropriate remedies, including revocation of the Certificate of Occupancy for the Property.
16. The obligations imposed and entitlements created pursuant to this Compliance Agreement shall be binding upon and enforceable by and against the Parties, their personal representatives, heirs, successors, grantees, lessees, and assigns. The obligations, except for the master planning of the Property, may be assigned as provided herein to MasTec under the terms of the lease between the Owner and MasTec.
17. Vehicles cannot be staged in any public right of way.
18. To the extent possible, Owner and City have met with adjoining property owners and tenants as to the use of the subject property according to this Compliance Agreement. In the event that any adjoining property owners raise objections during the operation for the facilities under this Compliance Agreement, the Owner agrees to institute certain actions to address these concerns, this may include informal mediation to achieve the abatement of violations. This may also include an expedited code enforcement process to provide immediate attention to the dispute with resolution by the Code Enforcement Special Master to discuss the property owner's respective rights and responsibilities, mediate, and improve communication between the parties.

IN WITNESS WHEREOF, the Owner has executed this Compliance Agreement in order to provide a mechanism to obtain a Certificate of Occupancy for the Property to conduct a Contractor's and Builders, Group II use for five (5) years from the commencement date of a lease between the Owner and MasTec and intends to be bound as of the date written above.

Randall P. DeFoor
Witness
Randall P. DeFoor

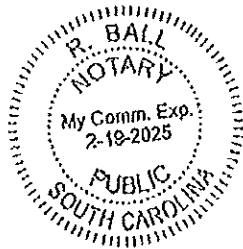
[Signature]
Witness

BY: [Signature]
Allison DeFoor
Trustee
Bonita Preservation Trust
Date: 12/29/17

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

The foregoing instrument was acknowledged before me this 29th of December by Allison DeFoor, Trustee, Bonita Preservation Trust. He is personally known to me or has produced Driver license as identification.

SEAL



[Signature]
Signature of Notary Public

Robert Ball
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Attest:

By: [Signature]
City Clerk

CITY OF BONITA SPRINGS

By: [Signature]
City Manager

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

REQUESTED MOTION: Ratify Mayor Steinmeyer signing of Letter to Senator Passidomo to support implementing the scientific boundary recommended in the Big Cypress Basin Boundary Delineation study.

REQUESTOR: Mayor Steinmeyer

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: 1) Improve Stormwater Management

BACKGROUND: On March 15, 2021, the City received a request from Lee County Commissioner Kevin Ruane requesting Mayor Steinmeyer sign a letter to Senator Passidomo in support of implementing the scientific boundary recommended in the Big Cypress Basin Boundary Delineation study. The purpose is to correct a deficiency that unfairly uses local resources elsewhere while leaving critical regional needs unaddressed. Commissioner Ruane also requested a signature from Mayor Bill Ribble of the Village of Estero for purposes of presenting the letter to the Lee County Commission at their meeting of March 16, 2021. The letter was executed due to the time sensitive response requested.

STAFF RECOMMENDATION: Ratify letter to Senator Passidomo.

ATTACHMENTS:

1. Letter of Support to Senator Kathleen Passidomo
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Kevin Ruane
District One

March 16, 2021

Cecil L. Pendergrass
District Two

Hon. Kathleen Passidomo
2390 N. Tamiami Trail, Ste. 204
Naples, FL 34103

Ray Sandelli
District Three

Brian Hamman
District Four

Dear Senator Passidomo:

Frank Mann
District Five

We are writing to encourage your support for implementing the scientific boundary recommended in the Big Cypress Basin Boundary Delineation study in order to correct a deficiency that unfairly uses local resources elsewhere while leaving critical regional needs unaddressed.

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

As we all know, water knows no political boundaries. But when the legislature recognized many years ago that an area of Southwest Florida that is disconnected from the rest of the South Florida Water Management District (SFWMD) needed attention, it formulated a separate Basin that was based on a political boundary instead of a scientific one. Consequently, while water from Lee County flows to the Big Cypress Basin, our residents' tax dollars flow to the Lake Okeechobee Basin. While we greatly appreciate our partnership with the SFWMD, we have well documented flooding issues in south Lee County that are not addressed as they are everywhere else within the District.

Lee County, Bonita Springs and Estero simply want to work with Collier County to expand on the great work that the Big Cypress Basin has been doing to improve and enhance our natural environment locally, rather than continue to see our tax dollars go for maintenance of a flood control system that has no benefit for us. In fact, there are projects that can be done in southern Lee County that have direct benefit to water quality in Naples Bay, the Cocohatchee River, Estero Bay and the Corkscrew Swamp Sanctuary.

Our region is stronger when Lee and Collier support each other and work together. To that end, we want to make clear that we: 1) have no interest in using tax dollars from Collier County residents on Lee County projects, and support using ad valorem taxes levied within a county only for projects, operations and maintenance within the county in which they are collected; and 2) support a majority of the Basin governing board being Collier County appointees.

Postponing this long overdue change will delay much needed water projects in Southwest Florida and send approximately \$4.5 million of our residents' money each year for projects done elsewhere.

Thank you for your consideration and exemplary service to our citizens.

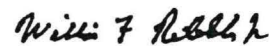
Sincerely,



Kevin Ruane
Chair, Lee County BoCC



Rick Steinmeyer
Mayor, City of Bonita Springs



Bill Ribble
Mayor, Village of Estero

CC: Collier County Commissioners, All Districts

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111

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114/156

REQUESTED MOTION: Discussion regarding a request for support from Commissioner Ruane regarding the attached letter concerning the Lake Okeechobee System Update Manual that the US Army Corps of Engineers is undertaking.

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Councilmember Items

STRATEGIC PRIORITY: #6 Council Relations

BACKGROUND:

On March 18, 2021, Commissioner Ruane requested Mayor Steinmeyer's signature on the attached letter regarding the Lake Okeechobee System Update Manual that the US Army Corps of Engineers is undertaking. We understand that the letter will be sent out prior to our March 24th Council meeting. Therefore, should City Council wish to support the letter, the City would send a letter stating its support of Lee County's position.

Additionally, Lee County has advised that it is expected that the City will continue to receive requests for signatures showing support of various water quality initiatives. I would like to discuss with City Council how we would like to proceed with future requests and provide direction to staff.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Draft letter
-

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director:

COUNCIL ACTION:

Approved ____ Denied ____ Deferred ____ Other _____

On behalf of the Lee County Commission and the Cities of _____ we are writing to express our concerns about the current level of Lake Okeechobee as we approach the rainy season and to provide our thoughts on the Lake Okeechobee System Update Manual (LOSOM) that the US Army Corps of Engineers (Corps) is undertaking. We thank you for the work that you and your staff are putting into both managing Lake Okeechobee levels and developing LOSOM and we appreciate the opportunity to provide input on these processes.

We are very concerned about the current level of Lake Okeechobee. At present, the lake sits at just under 15 feet. This is more than 2.6 feet higher than it was at this time during the past two years. This is very concerning given the impacts that our communities experienced in 2018 as a result of damaging discharges from the lake and the harmful algal blooms that impacted the Caloosahatchee River and estuary, our canals and inland waterways, and coastal waters. Our communities in Lee County reported more than \$XXX in lost revenue as a result of the harmful algal blooms in 2018. Our local businesses are just now beginning to recover from the impacts of the COVID-19 pandemic and we see light at the end of the tunnel. We cannot afford to compound the impacts to our communities with high-volume discharges from the lake. We strongly urge the Corps to evaluate all options for moving water out of the lake, to the south, east, and west, and better balance the various project purposes of the Central and Southern Florida Project.

The development of LOSOM and a new regulation schedule is a critical step to improve ecological conditions for Lake Okeechobee, the Caloosahatchee Estuary and the St. Lucie Estuary while ensuring adequate water supply for those users dependent upon the Lake. This interim schedule will be the bridge to greater ecological improvements that will be achieved through completion of the Comprehensive Everglades Restoration Plan (CERP). While interim, the new schedule should be a marked improvement taking into consideration the restoration of the Kissimmee River, the rehabilitation of the Herbert Hoover Dike, and the planned completion and operation of the C-43 West Basin Reservoir and the C-44 Reservoir and Stormwater Treatment Area.

As the Corps has progressed through the LOSOM process various computer models have been used to evaluate scenarios for operating the system in a manner that would be best for any one user group. Examination of the results of these modeling "runs" continues to indicate that developing a schedule to the sole benefit of a particular user group would have detrimental impacts on other users. Now, more than ever, it is imperative that the Corps design models and plans that will work to benefit all stakeholders as much as possible.

The restoration of the Caloosahatchee depends on limiting the frequency of damaging high flows while providing necessary low flows. Currently, the Caloosahatchee Estuary suffers from both excessive high flows during the rainy season and inadequate flow during the dry season, with both situations leading to an increased frequency of a salinity imbalance in the estuary and Harmful Algal Blooms. These conditions take an extreme toll on our natural systems and an immeasurable hit to our economy that is based on the health of our unique ecosystems. Based on current lake levels, there is a good chance that the Caloosahatchee will again be impacted by high-volume releases from the lake this rainy season.

We fully understand that the limitations of the current system do not allow for any one stakeholder to realistically achieve even near-perfect conditions through development of LOSOM. What we do ask and expect out of the process is that the Corps recognizes that while the Caloosahatchee and the residents of Lee County realize minimal benefits from the Central and Southern Florida Flood Control project we

should not continue to suffer the bulk of the adversity. **LOSOM should therefore improve conditions in the Caloosahatchee Estuary beyond those expected from the C-43 Reservoir.**

We will continue to provide input to the Corps as we carry on with the LOSOM process. From the beginning, our charge has been to look for ways and means that will provide for balanced solutions for all stakeholders. We will continue to work with you towards that goal. All of us, as stewards of the resource, should do no less.

Thank you for considering our comments and we look forward to working with you and the Army Corps of Engineers to find a path forward that is equitable for all stakeholders impacted by Lake Okeechobee operations. While the work may not be easy, the potential for lasting benefit to Florida's ecosystems and millions of Floridians is well worth the effort.

Sincerely,

REQUESTED MOTION: Reconsider the ratification of the Southwest Florida Regional Resiliency Compact MOU.

REQUESTOR: Councilmember Jesse Purdon, District 2

AGENDA: Councilmember Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

On October 21, 2020, City Council received a presentation from Representative Ray Rodrigues and Dr. Michael Saverese introducing the Southwest Florida Regional Resiliency Compact and explaining its purpose and operations. The attached Memorandum of Understanding (MOU) details the intent and structure of the Compact. I am asking Council to reconsider this item in light of the fact that several more entities have ratified the Compact, including Lee County.

The Compact will seek to leverage resources and find consistent regional approaches to evaluate, mitigate, and adapt to potential risks of long-term weather variability such as sea level rise, changing rainfall patterns, and increased storminess. Member entities retain their autonomy, have no financial commitment, and can leave the compact at any time.

To date, the following jurisdictions have ratified the Compact MOU: Charlotte County, Lee County, City of Naples, City of Sanibel, Town of Fort Myers Beach, Village of Estero, City of Punta Gorda, City of Marco Island, City of Cape Coral, Everglades City, and the Captiva Erosion Prevention District.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Southwest Florida Regional Resiliency Memorandum of Understanding
2. Southwest Florida Regional Resiliency Frequently Asked Questions
3. Southwest Florida Regional Resiliency Compact
4. Letter from Dr. Julia Nesheiwat, Chief Resilience Officer

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Southwest Florida Regional Resiliency Compact

Memorandum of Understanding For Review and Ratification

Draft Date: June 23, 2020

WHEREAS, the Southwest Florida Regional Resiliency Compact (hereinafter, the Compact) has been formed to develop a regionally consistent approach to the impacts of climate change and to advance local and regional responses to and preparations for economic and community disruption projected to result from the impacts of climate change; and

WHEREAS, the Counties of Charlotte, Lee, and Collier and the municipalities in these counties (hereinafter, the Compact Members) form a unique and extraordinary area, sharing a sense of community, economy, and critically important environmental resources; and

WHEREAS, the Southwest Florida region has some of Florida's most remarkable beaches, rivers, estuaries, and unique ecosystems which are closely coupled to the region's history and cultural heritage; and

WHEREAS, the Southwest Florida region has approximately 1.26 million permanent residents which represents approximately 6.1% of Florida's population, and is projected to exceed 1.7 million residents by 2040; and

WHEREAS, tourism is of critical importance to the Southwest Florida region with approximately 7.5M visitors to our 3 counties in 2019 and is heavily dependent on its unique natural resources to promote and sustain that tourism; and

WHEREAS, the Southwest Florida region is especially vulnerable to the impacts of a changing climate, including: sea-level rise, rainfall, heat events, wildfires, droughts, flooding, and storms, which threaten community priorities, human well-being, and natural resources; and

WHEREAS, rising sea levels, intense rainfall, rising water temperatures, and other climatic stressors will compromise crucial drainage infrastructure and water quality (e.g., saltwater intrusion); and

WHEREAS, extreme weather events can impact the lives of residents, damage property, and disrupt businesses; and

WHEREAS, natural areas including forests, beaches with dunes, wetlands, mangroves, and oyster reefs can provide valuable flood risk reduction and water quality benefits and may be compromised by changing climate conditions; and

WHEREAS, planning for and implementation of activities to reduce the Southwest Florida region's vulnerability to a changing climate is among the most consequential actions the Southwest Florida region could pursue; and

WHEREAS, a regionally consistent message communicated through a coordinated outreach program to citizens of, and visitors to, the Southwest Florida region is critically important to ensuring thorough understanding of the issues facing the region; and

WHEREAS, the Compact Members are committed to being resilient to a changing climate, and will consider adaptation and risk reduction strategies intended to ensure public safety and safeguard infrastructure, property, cultural and environmental assets, and basic quality of life for current residents and future generations; and

WHEREAS, measures to mitigate hazard risks provide a significant return on investment because resilient communities and regions support a thriving economy and create opportunities to attract new businesses and economic investments; and

WHEREAS, proactively preparing for a changing climate will be less costly and enhance the major sectors of the regional economy, maintaining and growing manufacturing, health care, tourism, agriculture, and

other economic drivers; and

WHEREAS, many of the activities undertaken to enhance resiliency to a changing climate will be concurrent and supportive of existing local efforts, such as addressing aging infrastructure, emergency management, and public health; and

WHEREAS, local governments play a critical role in fostering social equity in the face of climate-related challenges, including the potential for community displacement; and

WHEREAS, while counties and cities in Southwest Florida have independently identified and undertaken activities to address vulnerabilities, they recognize the value of a collaborative commitment to build resiliency in the region; and

WHEREAS, the Compact Members have joined in formation of the Southwest Florida Regional Resiliency Compact to coordinate their efforts and enhance their abilities to prepare, adapt, and mitigate for the effects of climate change in their individual communities and throughout the entire Southwest Florida region.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARDS OF THE COMPACT MEMBERS THAT:

SECTION 1. Findings - The findings set forth above are adopted and set forth as the reasons and statement of purpose for the formation of the Southwest Florida Regional Resiliency Compact.

SECTION 2. Regional Cooperation - The Compact Members shall work together to maximize their efforts to adapt to and work to mitigate the effects of climate change by: identifying vulnerabilities to the effects of climate change in their communities; identifying common vulnerability assessment methodologies; planning for adaptation and mitigation actions that will enhance the resiliency of their communities; learning from each other and their prior efforts and planning documents; leveraging their resources; and pursuing public-private partnerships.

SECTION 3 Regional Resiliency Action Plan - The Compact Members shall develop a Regional Resiliency Action Plan which shall include strategies for coordinated regional preparation for and adaption to a rapidly changing global environment.

SECTION 4. Science-based Decisions - The Compact Members will base their strategies and actions on sound science and technical data and shall work together to identify experts for guidance and use recognized and consistent sea-level rise projections to assess vulnerability and inform planning efforts.

SECTION 5. Legislative Strategy - The Compact Members shall develop a legislative strategy which recognizes the region-specific vulnerabilities of Southwest Florida to the impacts of climate change and includes recommendations for the allocation of state and federal resources.

SECTION 6. Community Involvement - Recognizing the importance of involvement in these regional, cooperative efforts by all members of the community, the Compact Members shall engage and involve local businesses, organizations, associations, and individuals in developing the Compact's plans, policies and recommendations. Additionally, the Compact membership may grow, with private and public organizations joining as best seen fit by the existing members.

SECTION 7. Education and Outreach - It is critical that the Southwest Florida region present a cohesive and consistent message to avoid ambiguity across jurisdictional lines. Therefore, the Compact Members will develop a Regional Resiliency Education and Outreach strategy to assist the Compact Members in communicating efforts to their citizens.

SECTION 8. Intent - The Compact Members each join the Southwest Florida Regional Resiliency Compact as an expression of their intent and commitment to work together on a regional level to identify and address

the effects of climate change.

SECTION 9. Funding – The compact members do not hereby commit any financial resources to the operation of the compact and shall seek alternative funding sources through grants, philanthropic funding and other means to fund the operation of the compact.

SECTION 10. Governance – The compact shall be governed by a leadership committee consisting of one member appointed by each compact member. This member may be staff or an elected official of the jurisdiction they are representing. Each compact member shall have one vote on the actions of the compact and all actions shall require a majority vote to progress.

SECTION 11. Autonomy – Nothing in this compact will prevent any compact member from taking actions to increase their own resiliency nor shall this compact take any power or authority away from the individual compact members.

SECTION 12. Separation from the Compact – Any compact member may leave the compact at any time by informing the other compact members in writing of their intent to leave the compact.

Southwest Florida Regional Resiliency Compact – Frequently Asked Questions

Draft: June 23, 2020

- 1) Who will pay for the operation of the compact?

The Memorandum of Understanding (MOU) addresses, in SECTION 9. – Funding, the question of funding the compact. At this time, the compact members are not being asked for any financial contributions. FGCU has acquired a small donation from a philanthropic foundation for the initial expenses and the compact will collectively pursue alternative funding sources from grants and other funding sources to fund the initial operations of the compact.

If, in the future, funding is needed from the compact members, this shall be a change to the MOU and be taken before each jurisdictions' governing body for approval.

- 2) Will the compact have any regulatory power?

No – SECTION 11. – Autonomy confirms that the compact does not remove the ability for any individual compact member to take any resiliency actions separate from the compact and specifically does not take away any power or authority away from any of the compact members.

- 3) Will a member be able to leave the compact at any time?

Yes – SECTION 12. – Separation from compact, states that any compact member may leave the compact at any time by informing the compact members in writing of the intent to leave the compact.

- 4) How will the compact be governed?

SECTION 10. – Governance addresses this by forming a leadership committee consisting of one appointed voting member from each agency or jurisdiction represented within the compact. The member agency or jurisdiction may appoint either a staff member or an elected official. Each individual member shall have one vote, and a majority vote will be required to move an item forward. A quorum of the leadership committee will be required to take action on any item.

- 5) How will the compact help members become more resilient?

SECTION 3. – Regional Resiliency Action Plan will be the first priority of the compact. This plan will determine the threats the region faces, identify vulnerabilities and propose actions for the region to address those vulnerabilities.

- 6) How will the compact ensure all actions are based on scientific data?

SECTION 4. – Science--based Decisions, mandates that the compacts actions and recommendations be based on sound science and technical data and that recognized experts and data sources be used to develop regional scenarios.

- 7) Is there support for the compact at a state level?

Yes – Dr. Julia Nesheiwat, the previous State Chief Resiliency Officer, has provided a written endorsement of the compact. Though Dr. Nesheiwat has left this position with the

responsibilities of the post now residing with the State's Chief Science Officer, Dr. Tom Frazier, the expectation is that the CRO's efforts will be maintained.

- 8) Can other organizations, groups, or agencies join the Compact, or is the Compact envisioned as just a collection of county and city governments?

The Compact Steering Committee members agreed that the MOU should be ratified initially by the region's governing jurisdictions. Without participation by local government, the Compact's effectiveness would be compromised. Once the MOU is ratified, we expect other organizations to join the organization. This is presented in Section 6.

- 9) What if a jurisdiction has already undertaken an independent, vulnerability or adaptation planning?

Any effort by a jurisdiction to independently pursue its climate change preparedness is welcome and would never be superseded by a compact-wide effort.

- 10) How is Florida Gulf Coast University's Water School involved in the compact development process?

FGCU's Water School has offered its assistance in providing professional staff time to facilitate the development of the compact. The Water School, as part of its role in community engagement, views this as part of its mission. It has no intention of administering the organization if and when it forms, but is willing to consider such a future roll if this is something desired by the compact membership.

Southwest Florida Regional Resiliency Compact

Draft: Original January 4, 2019; modified after May 3, 2019 meeting.

CEPD added as a jurisdiction on September 4, 2019.

Compact's Purpose:

The Compact unites county and municipal governments (within the counties of Charlotte, Lee, and Collier) with natural and cultural resource managers to analyze the region's vulnerability to the effects of climate change (e.g., sea-level rise, storminess, warming extremes in precipitation), and to adaptively plan for or mitigate its consequences through the identification and implementation of best practices. The Compact is further committed to engaging the public through education and participation in the decision-making process. All these efforts are necessary to preserve the quality of life and the economic prosperity of our region as we proceed through this century and beyond. Collaboration across the region conserves resources, provides greater diversity of expertise and experience, enhances competitiveness for private and public funding, and generates a united voice for affecting policy and legislative action at higher governmental levels.

The local governments and agencies included in this Compact share a common geographic and biogeographic region with: (1) comparable ecosystem services (e.g., need for potable water, managing storm and fresh water inundation, shoreline protection, comparable green infrastructure); (2) similar regulatory services (e.g., coastal erosion control, flood control, water quality); (3) comparable demographics, with a seasonal and older population; and (4) similar cultural and social services (e.g., sense of place, eco-based tourism economy).

Compact Structure:

We propose the group be structured as a Council of Government (COG) or Regional Planning Agency (ISC, 2015), where governments formally agree to work together through a memorandum of understanding. The group would serve an advisory rather than an authority role.

Compact's Objectives:

1. To engage the Southwest Florida community in the problem and the Compact's decision-making process.
2. To collaboratively adopt a SLR curve for future planning.
3. To collaboratively adopt target dates for planning.
4. To employ best scientific practices to analyze the region's vulnerability to the effects of climate change.
5. To coordinate climate adaptation and mitigation best practices across county and municipal lines.
6. To coordinate and advance responses to and prepare for social and economic impacts caused by climate change.
7. To develop a Regional Resiliency Action Plan, which will inform comprehensive planning across the region, and ultimately to implement it.
8. To collaboratively seek funding to help each of these efforts.

9. To cooperatively develop a legislative strategy to enhance state and federal participation and funding.
10. To serve as a buffer to community over-reaction and misunderstanding by providing reliable and credible information and educational resources to the public.

Compact's Composition:

- Collier, Lee, and Charlotte Counties
- Inland counties (DeSoto, Glades, Hendry) will not be included, at least not initially. Their concerns and objectives will be significantly different than those coming for the coastal counties.
- Incorporated municipalities in Collier, Lee, and Charlotte:
 - Collier: Naples, Marco Island, Everglades City
 - Lee: Bonita Springs, Cape Coral, Estero, Fort Myers, Fort Myers Beach, Sanibel
 - Charlotte: Punta Gorda

Composition of the Development Team:

- The development team will be composed of those organizations that are to be signees of the MOU. This would include counties and incorporated municipalities. Non-incorporated cities or communities will be welcome to join the compact but not sign the MOU.
- In addition, a representative from the FL House and the FL Senate, and a representative from the SFWMD would join the development team, but not be signees.
- Counties represented: Collier, Lee, Charlotte.
- Cities represented:
 - Collier: Naples, Marco Island, Everglades City
 - Lee: Bonita Springs, Cape Coral, Estero, Fort Myers Beach, Fort Myers, Sanibel, Captiva Erosion Prevention District
 - Charlotte: Punta Gorda
- State:
 - Raymond Rodrigues
 - Kathleen Passidomo
- SFWMD:
 - Akin Owosina
 - Chauncey Goss
- Federal:
 - Francis Rooney



RON DESANTIS
GOVERNOR

STATE OF FLORIDA

Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-717-9418

February 20, 2020

As the State of Florida's first Chief Resilience Officer, I am proud to support the formation of a Southwest Florida Resiliency Compact. Creating this compact could lead to a more unified approach in addressing the environmental, physical, and economic impacts of rising sea levels and extreme weather in Florida. The compact could work together to advocate in areas such as clean alternatives in energy, sustainable infrastructure projects, and other natural resource solutions through the Southwest Florida region.

Building a partnership among the Southwest Florida counties will help create a collaborative effort toward resiliency that will allow better sharing of data and new vulnerability assessments for each community. With each county's participation and insights, stronger communication and cooperation will be established, leading to more efficient planning efforts throughout each community. Steadily rising sea levels can be addressed in a way specifically tailored for the region's geography and economy by identifying concrete projects that are cost-efficient.

As we face continuous climate threats throughout our state, we must ensure that every region is given adequate representation and preparation for the future with available resources and funding. Southwest Florida has its own unique strengths and challenges that could be amplified and become more competitive to receive dedicated funding toward resiliency projects.

I appreciate and recognize the tremendous impact that cooperation and teamwork have with the active participation of our regional planning councils, and I am certain that the formation of the Southwest Florida Climate Compact will help pave the way for more Floridians to be better equipped with the necessary tools and resources toward a resilient community.

Sincerely,

A handwritten signature in black ink, appearing to read "Julia Nesheiwat".

Dr. Julia Nesheiwat
Chief Resilience Officer
State of Florida

REQUESTED MOTION: Discussion of a potential process to allow for public input as the Council explores concepts with developers interested in the Bamboo parcel.

REQUESTOR: Councilmember Amy Quaremba, District 1

AGENDA: Councilmember Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

I have received the attached request from residents who seek the opportunity to be involved in the discussions regarding potential development of the Bamboo parcel. I wish to discuss with City Council a process to allow citizen input simultaneous with the Council's exploration of development concepts for the property.

If amenable, I would ask staff to come back with a suggested process to receive citizen input.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. Letter from members of the Bonita Citizen Group
-

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Bonita Citizens Group

Shelley Anderson • Bill Douglas • Dwight Esmon • Sandy Gibbons
Sophie Leroux • Barbara Ogle • John Spear • Charlie Strader
And Others

Email the entire group at: BonitaCitizensGroup@gmail.com

March 16, 2021

Amy Quaremba
Bonita Springs City Councilor
District One

Dear Amy,

We, the members of the Bonita Citizens Group, are writing to ask for your help in making sure that the citizens of Bonita Springs will have a voice in whatever the city council decides to do with the city owned property that is referred to as the Bamboo Village or Imperial Crossing.

This is possibly one of the most important decisions that the Council will make regarding the future of Old 41 and deserves thorough, intensive public involvement.

We feel that the council must have some clear ideas about what the citizens want to see on that property, and perhaps, what they definitely do not want on that property. This does not mean that a developer would not be allowed to offer other ideas, but it would make it clear to any developer what are the preferred uses. Downtown event parking must also be considered if this property is no longer available for that use.

We believe that there should be several public meetings on this issue, hopefully in person, and carried online, from the new city council chambers this summer. By then, the pandemic may be under control, or much less dangerous.

Our group will help in any way we can – publicity, organizing, sign in, table set up – whatever it takes, and we'll reach out to other groups to help as well. We know that the staff is busy, but we think this is very important. Only then will the community truly support any approved project.

Please let us know if this is something you can support. Thanks again for your willingness to serve the people of Bonita Springs.

The members of the Bonita Citizens Group

REQUESTED MOTION: Second 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.

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

AGENDA: Public Hearing

STRATEGIC PRIORITY: 4) Environmental Protection

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. This second public hearing is for final consideration. Additionally, Council directed a parking agreement be entered into to cover overflow parking from City Hall.

STAFF RECOMMENDATION: Approve Development Agreement and authorize Mayor to execute finalized Parking Agreement

ATTACHMENTS:

1. Development Agreement
 2. Draft Parking Agreement
-

REVIEWERS:

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

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 _____,

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)

Exhibits:

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



ULLMAN SITE PLAN
 9161 BONITA BEACH ROAD
 BONITA SPRINGS, FL

144/156



License No. 6607163

GradyMinor
 Civil Engineers
 Land Surveyors
 Planners
 201 NW 114
 Unit 1000
 West Glades, Bonita Springs, FL 34135
 Phone: 941.666.1144
 Fax: 941.666.1100
 www.gradymirror.com
 Richard F. Changler, R.L.A.



REVISIONS
 SHEET
 1 OF 1
 DATE: OCTOBER 2020



SCALE: 1" = 30'

G:\LANDSCAPE\AUF85SP61-0VQ52CONCEPT\B55P - CONCEPT 9 EAST - BASIC SITE RENDER.DWG 10/22/2020 9:30 AM

ULLMAN SITE PLAN
 9171 BONITA BEACH ROAD
 BONITA SPRINGS, FL

145/156



License No. 0607163

GradyMinor
 Civil Engineers
 Landscape Architects
 Land Surveyors
 Planners
 23747 174
 Fort Myers, FL 33908-3388
 www.GradyMinor.com
 Richard F. Chappin, P.E., P.L.S.



REVISIONS

SHEET
1 OF 1

DATE: OCTOBER 2020

PARKING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the 9161 BBR, LLC, and 9171 BBR, LLC, Florida limited liability companies (hereafter collectively "BBR"), and the City of LaBelle, Florida, a municipal corporation created under the laws of the State of Florida (hereafter "City").

RECITALS

1. The BBR and City entered into a home rule Development Agreement on March 24, 2021, attached hereto and incorporated herein, for the purposes of providing cross-access, habitat preservation, and associated relief from the City's land development regulations; and
2. BBR is the owner of properties, legally described in Exhibit "A" to the Development Agreement, adjacent to the City Hall located at 9101 Bonita Beach Road Bonita Springs, FL 34135; and
3. City is desirous of utilizing Owner's unused available parking for overflow parking for City Hall on limited occasions.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above stated Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. PURPOSE OF AGREEMENT. This Agreement is entered into pursuant to the powers and authority granted to the parties for the purpose of advancing and cooperatively towards supporting their mutual goals, and shall be liberally construed to effect the purposes hereof.

SECTION 3. PARTIES; NOTICE. The parties and their respective addresses for purposes of this Agreement, including the mailing or delivery of written notices, are as follows:

For BBR:

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

FOR CITY:

Derek Rooney, Esq.
Gray Robinson
1404 Dean Street
Suite 300
Fort Myers, FL 33901

Except as otherwise provided in this Agreement, any bill, statement, notice or other communication (each a "Notice") which either party may desire or be required to give to the other party, will be deemed sufficiently given or rendered if, in writing, delivered to the other party personally or sent by registered or certified mail, return receipt requested, or by guaranteed overnight courier. 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.

SECTION 4. TERM OF AGREEMENT. The term of this Agreement shall commence upon the Effective Date of this agreement, and continue for a 10 year period, unless terminated earlier as hereinafter provided prior to that time.

SECTION 5. RESERVATION OF PARKING SPACES. Upon completion of the interconnection between the Property and City Hall and the construction of all contemplated surface parking BBR agrees that the City shall have a priority reservation for ___ identified parking spaces for overflow parking ("Reserved Parking Spaces").

SECTION 6. USE OF RESERVED PARKING SPACES. The City shall use and occupy the Reserved Parking Spaces solely for parking for City employees and public invitees of the City after 5 p.m. in conjunction with public meetings at City Hall and for no other purpose whatsoever. The City shall not, at any time, use or occupy the Reserved Parking Spaces, or suffer or permit anyone to use or occupy the said Spaces, to do anything in or bring or keep anything in, any other portion of the said Reserved Parking Spaces, which in any manner, (i) constitutes a violation of any law; or (ii) constitutes a nuisance, public or private.

SECTION 7. REPAIRS AND MAINTENANCE. The City shall be responsible for the costs of repairing any damage to the Reserved Parking Spaces caused by its use for the term of this Agreement. The City is also responsible for permitting, installing, and maintaining any signage utilized to delineate the Reserved Parking Spaces.

SECTION 8. SECURITY. The City shall be responsible securing adequate security during events at which overflow parking into the Reserved Parking Spaces is anticipated as well as providing for the costs of providing such security.

SECTION 9. EASEMENTS AND COOPERATION. The Parties and their respective successors and assigns shall execute and record easements and otherwise cooperate for purposes of satisfying their practical needs, as well as satisfying governmental requirements that may be contained in the Development Agreement or otherwise, regarding drainage, construction, signage, access, or use of the Reserved Parking Spaces

SECTION 10. REQUIREMENTS OF LAW. The IDA, at its sole cost and expense, shall comply with all laws in any way applicable to (i) the Parking Improvements, (ii) any equipment or other property located on the Parking Improvements or (iii) IDA operations conducted on or about the Parking Improvements.

SECTION 11. CITY'S INDEMNIFICATION

11.1 City's Indemnification. To the fullest extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of BBR or any of the BBR Indemnitees, the City shall indemnify, defend and hold harmless BBR and any party succeeding to the interest of BBR hereunder (including all subsidiaries and affiliates of any of the foregoing) and their agents, servants, directors, officers and employees (the "BBR Indemnitees") from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and charges (whether incurred in connection with any action or proceeding between the City and any BBR Indemnitee(s), or in connection with any action or proceeding between a third party and any BBR Indemnitee(s), or otherwise), that may be imposed upon or incurred by or asserted against any of the BBR Indemnitees by reason of or arising from the use of the Reserved Parking Spaces by the City or any of its employees or invitees occurring during the Term of this Agreement including any accident, injury (including death) or damage to any person or property occurring in, on, or about the Reserved Parking Spaces or any part thereof or any property adjacent thereto occurring during the Term of this Agreement. City shall also be liable for any default, breach, violation or nonperformance of this Agreement or any provision hereof by the City. Notwithstanding, nothing herein shall constitute a waiver by the City of its sovereign immunity as provided by Section 768.26, Florida Statutes.

11.2 **BBR's Liability.** Unless caused by the willful misconduct or gross negligence of BBR, BBR shall not be liable for any for any injury or any damage to property of the City or of others located in the Reserved Parking Spaces, nor for the loss of or damage to any property of the City or of others by theft or otherwise. BBR shall also be liable for any default, breach, violation or nonperformance of this Agreement or any provision hereof by the BBR.

SECTION 12. LEGAL REQUIREMENTS; CONTROLLING LAW. This Agreement is executed and entered into in Lee County, Florida, and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Lee County, Florida.

SECTION 13. RELATIONSHIP OF PARTIES. The parties will perform their respective obligations under this Agreement as independent contractors and not as agents, employees, partners, joint ventures, or representatives of the other party. No party can make representations or commitments that bind any other party.

SECTION 14. RELATIONSHIP OF PARTIES. This Agreement shall bind and inure to the benefit of the parties and their respective successors, and assigns, subject, however, to contrary provisions in the Development Agreement, if any.

SECTION 15. LIMITATION OF LIABILITY. In no event will any party be liable to any other party for any indirect, special, punitive, exemplary, incidental or consequential damages. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 16. SEVERABILITY. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

SECTION 17. WAIVER. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

SECTION 18. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in establishing proof of this Agreement to produce or account for more than one such counterpart.

SECTION 19. MODIFICATION. This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized agent of City.

SECTION 20. ENTIRE AGREEMENT. This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those

contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

SECTION 21. EFFECTIVE DATE. This Agreement will take effect and become effective upon being executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first specified above.

ATTEST:

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

By: _____
Debbie Filipek, City Clerk

By: _____
Rick Steinmeyer
Mayor

Approved as to form:

Derek Rooney, Esq.
City Attorney

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 9171 BBR LLC, a Florida limited liability company, who is
[] personally known to me or has produced _____ as identification.

Notary

(SEAL)

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)

CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA - REVISED
WEDNESDAY, MARCH 3, 2021

5:30 P.M.

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

1. Call to order:

Mayor Rick Steinmeyer called the meeting to order at 5:31 p.m.

2. Invocation:

Pastor Doug Pratt with the First Presbyterian Church furnished the invocation.

3. Pledge of Allegiance

Council Member Laura Carr led in the Pledge of Allegiance.

4. Roll Call:

Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Ben Hershenson was in attendance to voice his support for Consent Agenda items C. and E.

Barbara Ogle was in attendance to speak on Greensheet 21-03-048. She also addressed the Mission Statement of the Bonita Citizens Group. She also spoke in support of saving the Goodbread Grocery, and suggested consideration of it becoming a welcome center for the downtown.

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 pulled item G., regarding the appointments to the Historic Preservation Board, to allow a vote by ballot.

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

A. Approve budget transfer resolution to transfer budgeted amounts among Capital Projects pathway and sidewalks projects. (Greensheet No. 21-03-042) **ADOPTED RESOLUTION NO. 21-18**

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) **ADOPTED RESOLUTION NO. 21-19**

- 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) **ADOPTED RESOLUTION NO. 21-20**
- 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. **ADDENDUM with application from John Paeno:** 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)

John Paeno and Rick Meyers were in attendance to address Council on their qualifications and experience with historic preservation. A ballot vote was taken.

5:45 p.m.

In response to Mayor Steinmeyer, Assistant City Manager Matt Feeney updated Mayor Steinmeyer and City Council on the FPL electrical upgrade project.

Council Member Amy Quaremba stated that the Consent Agenda addressed happy news in many ways, which she addressed.

Council Member Carr thanked Alicia Feezor for her time and effort on the Board. She will be missed.

Council Member Carr motioned approval of the appointments of John Paeno, Richard Meyers, Travis Burgoon; Council Member Gibson seconded; and the motion carried unanimously. **ADOPTED RESOLUTION NO. 21-21**

- 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) **ADOPTED RESOLUTION NO. 21-22**
- I. **INFORMATIONAL ITEM:** Update on maintenance for the Goodbread Grocery. (Greensheet No. 21-03-048)

5:52 a.m.

City Manager Arleen Hunter stated that the City does have the funds and an estimate for the requested maintenance work to be done. Today Staff distributed, via email, the past plans that the City Architect had provided. At a future date staff would like to workshop the Council's views on the next steps for the Dixie Moon. She further addressed.

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Mayor and Council Member Items: No 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)

City Attorney Derek Rooney provided an overview. Council discussion was held.

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

No public comments were made.

The motion carried unanimously to move to second reading.

Short recess, if needed

11. City Attorney's Items

City Attorney Rooney provided an update on the food truck project, and addressed additional steps to be taken moving forward. Secondly, he informed Council that the Bayside CDD challenge case in which he is in the process of scheduling a mediation between the two parties to see if they can come up with a resolution. He asked that a Council Member be appointed to participate in that meeting.

Council Member Chris Corrie motioned the appointment of Council Member Forbes; Council Member Gibson seconded; and the motion carried unanimously.

City Attorney Rooney next informed Council that the EDC will prefer to do the rotation with Council Members between Council Member Quaremba and Council Member Purdon.

12. City Manager's Items

City Manager Arleen Hunter next addressed Executive Order 21-47 to which the Governor has extended the vaccine opportunity to long term care facility residents and staff, persons 65 years and older, health care personnel and direct patient contact, K thru 12 school employees 50 years of age and older, and firefighters 50 years of age and older. Lee Health will also be providing a weekly update on vaccine administration. She further provided an update on federal grants received, and would like to schedule a workshop to go over the FEMA grants received and other funding. They can hold it after their meeting on March 24, 2021.

Council Member Corrie motioned to hold workshop; Mayor Steinmeyer seconded.

City Manager Hunter stated after March 24th meeting they would adjourn to workshop.

The motion carried unanimously.

13. Mayor and Council Member Reports

Mayor Steinmeyer informed Council of an email he received from Thomas Saunders who says that we have plans to improve traffic flow in the City. His hope is that staff can come back to the next meeting with some ideas of what can be done to help the flow of traffic through the City. City Manager Hunter asked that

Council give a bit more time than the next meeting, as in the next month staff will be receiving an update from FDOT which staff will provide to Council. Mayor Steinmeyer further informed Council that Lee County DOT has committed to resurfacing from U.S. 41 to City Hall in June.

Council Member Amy Quaremba reported that she attended two Horizon Council meetings – one general meeting, and the other a Millennium Physicians Group. They are now doing 1,500 telemedicine appointments a week in addition to the in-house appointments. She also attended the Executive Board Meeting who will be holding an “I Dig Lee” event in October. She also reported on a meeting she attended regarding construction along Coconut Road. Discussions will continue.

Council Member Jesse Purdon congratulated the new members of Historic Preservation Board. He also addressed the Big Cypress Basin and a call he was on, reporting very encouraging signs with regard to how legislation is developing in Tallahassee. He further addressed.

Council Member Laura Carr extended her prayers and sympathy to Rush Limbaugh friends, family and fans.

Mayor Steinmeyer congratulated Governor DeSantis with his CPAC presentation.

Council Member Forbes informed Council that Charlotte and Lee Counties MPO voted in February 2017 to try to get I-75 in Lee and Charlotte County designated as a Purple Heart Highway. This year they contacted the Lee and Charlotte Delegations and Senator Passidomo to ask if they would move on designating I-75 to make it a purple heart highway. Senator Passidomo is supportive of this. He would ask Veteran’s Committee and all veteran’s organizations send emails in support. Secondly, he addressed legislation and emails Council will be getting on different bills. Lastly, he approached Lee Tran about looking into running shuttle buses from Bonita National to Bonita Beach to Lover’s Key, and they are interested. He will keep Council updated.

14. Approval of Minutes: 1/12/21 and 02/17/21

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

15. Public Comment

Wayne Nichols, with FGCU, addressed the City Council meeting acoustics.

16. Adjournment.

There being no further items to discuss, the meeting adjourned at 6:30 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor