

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, FEBRUARY 19, 2020
9:00 A.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PUBLIC COMMENT ON AGENDA ITEMS

VI. CONSENT AGENDA: (NOTE: ITEMS ON THE CONSENT AGENDA WILL BE CONSIDERED AS ONE UNLESS A SPECIFIC ITEM IS REMOVED BY A COUNCIL MEMBER FOR SEPARATE DISCUSSION.)

A. APPROVE BUDGET RESOLUTION TO TRANSFER GENERAL FUND BUDGET AMONG COST CENTERS FOR LANDSCAPE MAINTENANCE FROM PARKS AND RECREATION TO PUBLIC WORKS. (GREENSHEET NO. 20-02-032)

B. AUTHORIZE STAFF TO SUBMIT A GRANT APPLICATION TO THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL FOR RIVER PARK PHASE 2. (GREENSHEET NO. 20-02-039)

C. APPROVE THE AMENDMENT OF THE LEASE AGREEMENT WITH DIANE HEIN AND JENNIFER SANDERS FOR THE USE OF ARTIST COTTAGE #2 FOR ANOTHER ONE YEAR TERM. (GREENSHEET NO. 20-02-035)

D. APPROVE SPECIAL EVENT PERMIT FOR THE ANNUAL CELEBRATE BONITA FESTIVAL AND THE CLOSURE OF OLD U.S. 41 ROAD FROM WILSON STREET TO RAGSDALE STREET ON SATURDAY, MARCH 28, 2020. (GREENSHEET NO. 20-02-036)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

VII. PROCLAMATIONS AND PRESENTATIONS:

A. RECEIVE A PRESENTATION FROM FGCU REGARDING DRAFT LANGUAGE FOR PROPOSED COMPREHENSIVE PLAN AMENDMENTS RELATED TO THE DOWNTOWN DISTRICT AND OTHER ELEMENTS OF THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN. (GREENSHEET NO. 20-02-034)

B. PRESENTATION BY DPZ CODESIGN ON FORM-BASED CODE. (GREENSHEET NO. 20-02-037)

C. PRESENTATION OUTLINE ON DENSITY IN DOWNTOWN BONITA SPRINGS. (GREENSHEET NO. 20-02-043)

VIII. MAYOR AND COUNCIL MEMBER ITEMS:

IX. FIRST READING AND PUBLIC HEARING OF THE FOLLOWING ORDINANCES (PUBLIC COMMENT ALLOWED):

- A. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING SECTION 4-87 OF THE LAND DEVELOPMENT CODE TO ADJUST TERM LIMITS ON THE PLANNING COMMISSION CHAIR; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (GREENSHEET NO. 20-02-041)
- B. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING DIVISION 37. SUBDIVISION II, TEMPORARY USES AND SUBDIVISION III. MOBILE FOOD VENDORS OF THE LAND DEVELOPMENT CODE RELATING TO MOBILE FOOD VENDORS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (GREENSHEET NO. 20-02-031)

X. PUBLIC COMMENT:

XI. CITY ATTORNEY'S ITEMS:

- A. ADOPT A RESOLUTION CLARIFYING LANGUAGE IN THE CITY OF BONITA SPRINGS CHARTER REFERENDUM LANGUAGE. (GREENSHEET NO. 20-02-044)
- B. APPROVE THE FORM OF AN EASEMENT AGREEMENT WITH AMCAP BONITA LLC RELATED TO THE CITY'S SETTLEMENT AGREEMENT WITH ANGLER'S PARADISE. (GREENSHEET NO. 20-02-045)

XII. CITY MANAGER'S ITEMS:

- A. DISTRIBUTION OF THE CITY'S DRAFT EMERGENCY OPERATIONS PLAN AND OVERVIEW OF THE CITY'S EMERGENCY MANAGEMENT ACTIVITIES IN PREPARATION OF HURRICANE SEASON. (GREENSHEET 20-02-033)

XIII. MAYOR AND COUNCIL REPORTS:

XIV. APPROVAL OF MINUTES: 02/05/20

XV. PUBLIC COMMENT:

XVI. ADJOURNMENT.

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

NOTE: THIS MEETING IS TELEVISED ON COMCAST, CHANNEL 98. AGENDAS ARE
AVAILABLE FOR VIEW, AND THE MEETING CAN BE VIEWED AT
WWW.CITYOFBONITASPRINGS.ORG

NEXT MEETING: 03/04/20

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve Budget Resolution to transfer General Fund Budget among cost centers for Landscape Maintenance from Parks and Recreation to Public Works.

MEETING DATE: February 19, 2020

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
	PRESENTATIONS		STATUTE	
X	CONSENT		ORDINANCE	
	PUBLIC HEARING		ADMIN. CODE	
	MAYOR AND COUNCIL MEMBER ITEMS		OTHER	
	MAYOR AND COUNCIL MEMBER'S REPORTS			
	CITY ATTORNEY ITEMS			
	CITY MANAGER ITEMS			

Matt Feeney

Assistant City Manager

Anne K. Wright CPA, CGFO

Finance Director

BACKGROUND:

Attached is a budget transfer resolution to transfer funding from two Parks and Recreation cost centers to fund Riverside Park Landscape Maintenance that has been added to Downtown Old 41 Landscape Maintenance contract that is now managed by Public Works.

Public Works – Downtown Old 41 Landscape Maintenance \$135,937

Parks and Recreation – Administration-personal services accounts (\$57,437)

Riverside Park Landscape Maintenance (\$78,500)

Attachment: Budget Resolution

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? X YES ☐ NO

IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency

STAFF RECOMMENDATIONS: Approve Budget Resolution

REVIEWED BY:

City Manager: _____

City Attorney: _____

City Clerk: _____

Department Director: _____

COUNCIL ACTION:

___ **APPROVED**

___ **DENIED**

___ **DEFERRED**

___ **OTHER**

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 19 – ____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A 2020 FISCAL YEAR GENERAL FUND BUDGET TRANSFER AMONG COST CENTERS FOR LANDSCAPE MAINTENANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2019, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2020; and

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

WHEREAS, landscape maintenance for Riverside Park has been added to the Downtown Old 41 landscape maintenance contract and is now being managed by the Public Works Department; and

WHEREAS, funding is being transferred from two Parks and Recreation cost centers to fund these contract costs.

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

1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon its adoption.
2. The Bonita Springs' City Council authorizes the following budget transfer to increase (decrease) budgeted amounts for the indicated accounts within the General Fund:

Account Description	Increase (Decrease)
Public Works - Downtown Old 41 Landscape Maintenance	\$135,937
Park and Recreation:	
Parks and Recreation Administration-personal services accounts	(57,437)
Riverside Park – Landscape Maintenance	(78,500)

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 5th day of February, 2020.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr _____	Quaremba _____
Forbes _____	Simmons _____
Gibson _____	

Date filed with City Clerk: _____

AGENDA ITEM SUMMARY

REQUESTED MOTION: Authorize staff to submit grant application to the Lee County Tourist Development Council for River Park Phase 2

MEETING DATE: February 19, 2020

AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
	PRESENTATIONS		Matt Feeney Assistant City Manager Nicole Perino Parks and Recreation Director Elly Soto McKuen Senior Project Manager
X	CONSENT		
	PUBLIC HEARING		
	MAYOR AND COUNCIL MEMBER ITEMS	X	
	MAYOR AND COUNCIL MEMBER'S REPORTS		
	CITY ATTORNEY ITEMS		
	CITY MANAGER ITEMS		
		STATUTE	
		ORDINANCE	
		ADMIN. CODE	
		OTHER	

BACKGROUND: The Lee County Tourist Development Council (TDC) recently announced their annual grant application cycle. The TDC encourages local government agencies to request beach and shoreline funding annually. The TDC members review and evaluate each request to ensure eligibility and forward their recommendations to the Lee County Board of County Commissioners for inclusion in the County's annual capital improvement budget.

With the recent completion of the River Park boardwalk and fishing pier, staff would like to develop a Phase 2 project at the park. Phase 2 would enhance the existing Sculpture Park by requesting funding for additional permanent art pieces with pedestals, along with additional pedestals for future traveling art exhibits. In addition to new art sculptures and pedestals, staff will install landscape, irrigation and lighting in the park to allow for additional viewing time and further enhance the park for public use.

The Art in Public Places Committee reviewed the Phase 2 proposed improvements and voted unanimously to support the application at their February 11, 2020 meeting.

The deadline to apply is February 27, 2020 and funds will be available in the FY2020-2021 budget year if funded.

Attachment: Grant announcement

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO

IF YES, WHICH STRATEGIC OBJECTIVE? (3) Strengthen/Enhance City Finances, (5) Community Aesthetics, (8) Economic Development

STAFF RECOMMENDATIONS: Authorize staff to submit a TDC grant application for River Park Phase 2 improvements.

REVIEWED BY:

City Manager: _____

City Attorney: _____

City Clerk: _____

Department Director: _____

COUNCIL ACTION:

___ **APPROVED**

___ **DENIED**

___ **DEFERRED**

___ **OTHER**

Elly McKuen

From: Macphee, Nancy <NMacphee@leegov.com>
Sent: Monday, January 6, 2020 10:15 AM
To: Macphee, Nancy
Subject: TDC Beach & Shoreline application cycle opens-January 13
Attachments: FY20-21 timeline (002).pdf

Happy New Year!

The application cycle for fiscal year 2020-2021 beach & shoreline funding will open with a webinar on January 13. The program timeline is attached.

If you're planning to request funding during the upcoming cycle, please have the appropriate staff participate in the webinar. Register by [clicking here](#).

*For those awaiting current year project inter local agreements and contracts, they should be delivered to you within the next day or so. Let me know if you have any questions.

On behalf of the TDC and the VCB, thank you for everything you and your staff does managing beach and shoreline facilities in Lee County.

NANCY MACPHEE, CGSP
Product Development Manager



Lee County Visitor & Convention Bureau
2201 Second Street, Suite 600
Fort Myers, Florida 33901-3086
239.338.3500 800.237.6444

The Beaches of Fort Myers & Sanibel in southwest Florida includes: Sanibel & Captiva Islands, Fort Myers Beach, Fort Myers, Bonita Springs, Estero, Cape Coral, Pine Island, Boca Grande & Outer Islands, North Fort Myers, Lehigh Acres.

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



LEE COUNTY
TOURIST DEVELOPMENT COUNCIL

**Application Timeline for
Lee County Beach & Shoreline Project Funding
Fiscal Year 2020-2021**

Date	Activity
Monday, January 13, 2020	Application webinar - 3:00 p.m. <i>Register by clicking here</i>
Thursday, February 27, 2020	Funding request deadline - 5:00 p.m. <i>all requests must be submitted online</i>
February 28-March 10, 2020	Lee County staff / attorney review
Monday, March 16, 2020	Coastal Advisory Council Workshop* 10:00 a.m. (pending CAC approval)
Wednesday April 15, 2020	TDC Review Workshop* 2:00-4:00 p.m.
May 14, 2020	Formalization of funding recommendations by TDC
September, 2020	Board of County Commissioners formalizes funding during annual budget process.

***Applicants must participate in the Application webinar.
Contact Nmacphee@leegov.com for webinar registration.
*Workshops are open to public and held on first floor of Lee County Admin East
located at 2201 Second Street, downtown Ft Myers. Parking validation is available.***

AGENDA ITEM SUMMARY

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

MEETING DATE: February 19, 2020

AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
	PRESENTATIONS	STATUTE	Nicole Perino Parks and Recreation Director
X	CONSENT	ORDINANCE	
	PUBLIC HEARING	ADMIN. CODE	
	APPEALS	X OTHER	
	MAYOR AND COUNCIL MEMBER'S REPORTS		
	CITY ATTORNEY		
	CITY MANAGER		

BACKGROUND:

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

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

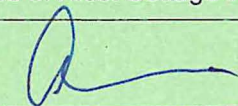
Attachments: Amendment and original agreement

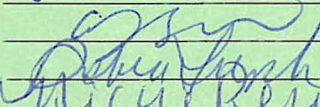
Is this a Strategic Decision? ☒ YES ☐ NO

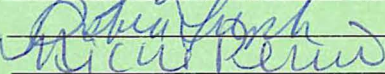
If YES, related to which Strategic Objective? #8 Economic Development

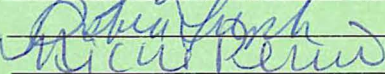
STAFF RECOMMENDATIONS: Approve the amendment of the lease agreement with Diane Hein and Jennifer Sanders for the use of Artist Cottage #2 for renewal of another one year term.

REVIEWED BY:

City Manager: 

City Attorney: 

City Clerk: 

Department Director: 

COUNCIL ACTION:

___ **APPROVED**
 ___ **DENIED**
 ___ **DEFERRED**
 ___ **OTHER**

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

This Renewal of a lease agreement dated March 1, 2018 is made and entered into this 19th day of February 2020 between the CITY OF BONITA SPRINGS, a municipal corporation of the state of Florida ("*lessor*"), and Diane Hein and Jennifer Sanders, 3960 Leeward Passage Ct. #201 Bonita Springs, FL 34134 ("*lessee*").

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

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

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

1. The recitals as set forth above are incorporated into the terms of this agreement as if set out herein at length.
2. Section V (B), Renewing Terms, is hereby extended in an increment of one year, to February 28, 2021.
3. All of the remaining terms in Exhibit "A", the Agreement, attached hereto, remain the same.

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

Lessee: Diane Hein
Print name

Lessee: Jennifer Sanders
Print Name

By: Diane Hein
Sign Name

By: Jennifer Sanders
Sign name

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Date filed with City Clerk: _____

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

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

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

Article I. Premises

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

Article II. Service to be Performed by Lessor

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

Article III. Services to be Performed by Lessee

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

Article IV. Alterations and Maintenance

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

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

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

Article V. Term

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

Article VI. Rent, Renewing Terms and Holding Over

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

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

Article VII. Cancellation

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

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

Article VIII. Property Rights Upon Termination

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

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

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

Article IX. Damage or Destruction of Premises

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

Article X. Insurance

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

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

Article XI. Indemnity

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

Article XII. Inspection

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

Article XIII. Ingress and Egress

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

Article XIV. Assignment and Subletting

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

Article XV. Signs

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

Article XVI. Redelivery

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

Article XVII. Nondiscrimination

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

Article XVIII. Nonwaiver

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

Article XIX. Default and Judgment

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

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

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

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

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

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

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

Article XX. Independence of Agreement

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

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

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

Article XXII. Force Majeure

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

Article XXIII. Notices

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

Article XXIV. Paragraph Headings

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

Article XXV. Invalid Provisions

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

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

Article XXVI. Nonrecording

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

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

[Signature]
Witness No. 1

Lessee: [Signature]
Diane Hein

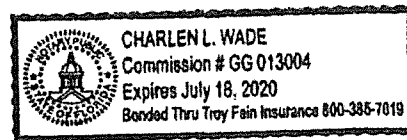
[Signature]
Witness No. 2

Lessee: [Signature]
Jennifer Sanders

STATE OF FLORIDA
COUNTY OF Lee }

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

[Signature]



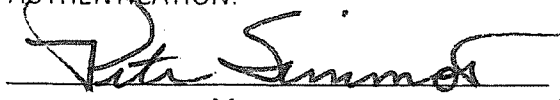
Notary Public

Charlen Wade

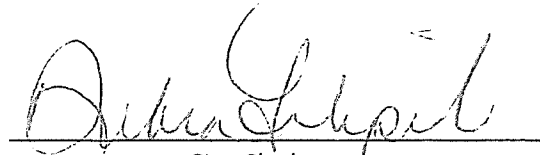
(Print Name)

My Commission Expires: 7/18/2020

AUTHENTICATION:

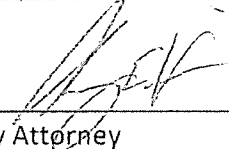


Mayor



City Clerk

APPROVED AS TO FORM: _____


City Attorney

Date filled with City Clerk: _____

2/22/18

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve special event permit for the annual Celebrate Bonita Festival and the closure of Old US 41 Road from Wilson Street to Ragsdale Street on Saturday, March 28, 2020.

MEETING DATE: February 19, 2020

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
	PRESENTATIONS		STATUTE	Lora Taylor Communications Director
X	CONSENT	X	ORDINANCE	
	PUBLIC HEARING		ADMIN. CODE	
	APPEALS		OTHER	
	MAYOR AND COUNCIL MEMBER'S REPORTS			
	CITY ATTORNEY			
	CITY MANAGER			

BACKGROUND: The annual Celebrate Bonita Festival is scheduled for Saturday, March 28, 2020 from 4:00 P.M. to 9:00 P.M. The event is the official celebration of the City's incorporation. The Special Events Committee has selected the Ben Allen Band to perform at the event.

The Bonita Springs Assistance Office will coordinate the food and beverage vendors. Proceeds will benefit the Bonita Springs Assistance Office.

Due to the popularity of the musical act as well as the other activities scheduled for the day, the Committee is asking that Old 41 be closed for the event between Wilson St. and Ragsdale St. The road closure on Old U.S. 41 Road will provide for additional space and staging areas. The committee has also invited Lee County Sheriff's Office and Bonita Springs Fire Control and Rescue District to have interactive displays staged on the road. Lee County Sheriff's Office deputies and V.O.I.C.E. volunteers will be assisting with traffic control.

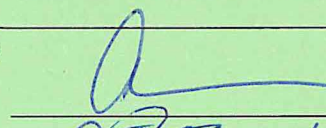
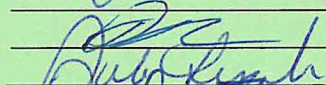
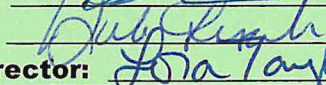
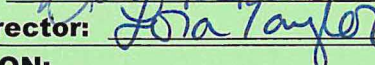
Attachments:

- (A) Special Event Permit Application
- (B) MOT Map
- (C) Event Map

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

STAFF RECOMMENDATION: Approve special event permit for the annual Celebrate Bonita Festival and the closure of Old US 41 Road from Wilson Street to Ragsdale Street on Saturday, March 28, 2020.

REVIEWED BY:

City Manager: City Attorney: City Clerk: Department Director: 

COUNCIL ACTION:

- ___ APPROVED
- ___ DENIED
- ___ DEFERRED
- ___ OTHER

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- 20-21



City of Bonita Springs
9101 Bonita Beach Road

Date Received: N/A Bonita Springs, FL 34135 Effective Date/Time: _____

Application Fee: \$50.00 Phone: 239/949-6262 Fax: 949-6239

\$25.00 (501C3 organizations)

Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. Completed application with all necessary attachments is required thirty (30) days prior to actual event if going before City Council, but may be waived by the Special Events and Park Coordinator. For information call 949-6262.

Organization: City of Bonita Springs

Nature of Event: 21st Annual Celebrate Bonita

Location (Attach Site Plan): Riverside Park

Set-Up Time

Actual Event Times

Take Down Time

Date: 3/28/20 9am to 4pm 4pm to 9pm 9pm to 11pm

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 4/7/19

Individual Contact for Activity/Event: Lora Taylor Phone: 239-949-6262

Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135 Fax: 239-949-6239

E-Mail Address: Lora.taylor@cityofbonitasprings.org

Major Sponsor(s): City of Bonita Springs, Bonita Assistance Office

Promoter(s): _____ Phone or Contact #: _____

1. Crowd: Is anticipated crowd size 1,000 or more? Actual Anticipated number: <u>3,500</u>	Yes	No
	☒	☐

2. Parking: Will off-site parking be provided? _____	☒	☐
--	-------------------------------------	--------------------------

Will "shuttle" service to parking be provided? By whom? _____	☐	☒
---	--------------------------	-------------------------------------

3. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? <u>(If yes, provide location on site plan.)</u> Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with Lee County Sheriff's Office, Public Works and the Fire District for review and approval.	☒	☐
--	-------------------------------------	--------------------------

Note: If any traffic will be affected on U.S. 41 a separate permit must be filed with the Florida Department of Transportation, District One, P.O. Box 1030, Ft. Myers, FL 33902. (239) 694-2941

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). <u>Indicated stage location(s) on site plan.</u> | ☒ | ☐ |
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☐ | ☐ |
| 6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☐ | ☒ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☒ | ☐ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold <u>x</u> or consumed <u>x</u> on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: <u>Bonita Springs Assistance Office</u>
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☒ | ☐ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____
Contact Number: _____ | ☐ | ☒ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☒ | ☐ |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☒ | ☐ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | ☒ | ☐ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☒ | ☐ |

Yes No

15. Sanitary Facilities:

- Will temporary sanitary facilities be provided? If yes, indicate location on site plan. ☒ ☐
- Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan. ☐ ☒
- Will additional refuse containers/dumpsters be provided? ☒ ☐

If yes, by whom: _____ Advanced Disposal _____

16. Insurance Requirement: (Events on City property or City co-sponsored) Please provide the City of Bonita Springs with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured. (Liability - \$1,000,000 each occurrence, \$2,000,000 aggregate; Property Damage - \$500,000). Must be provided to finalize permit before event.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED, IF CONDITIONS HAVE CHANGES, OR THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant

Date

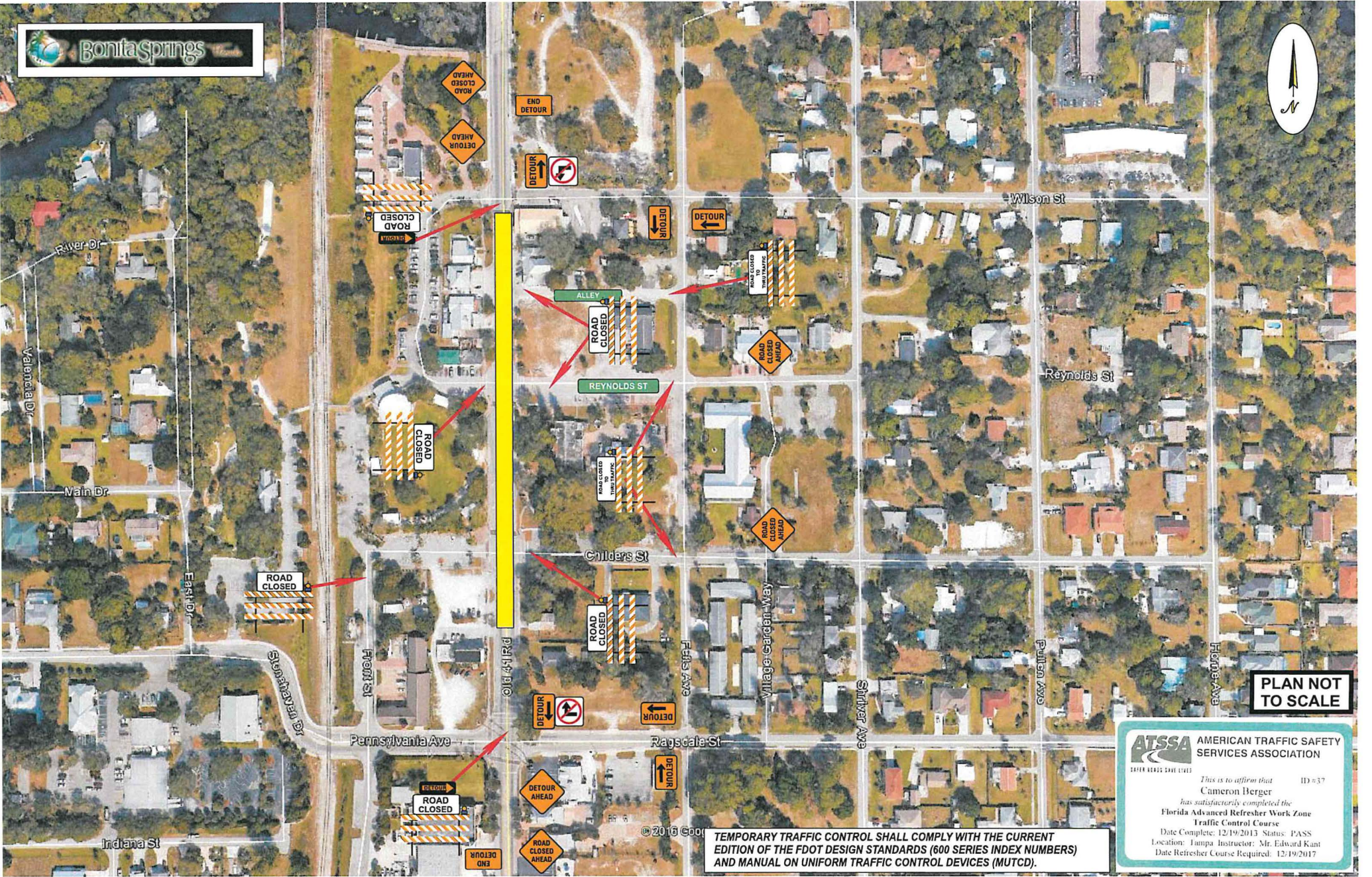
Comments: _____

City Manager

Date

Comments: _____

Application Fee is non refundable.



PLAN NOT TO SCALE

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES

This is to affirm that
Cameron Berger
has satisfactorily completed the
Florida Advanced Refresher Work Zone Traffic Control Course
Date Complete: 12/19/2013 Status: PASS
Location: Tampa Instructor: Mr. Edward Kant
Date Refresher Course Required: 12/19/2017

© 2016 Coor
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

Celebrate Bonita 2020



- 1 BJB Calligraphy
- 2 Historical Society
- 3 Blue Zone Project
- 4 Love Inc.
- 5 Taste of Immokalee
- 6 CREW
- 7 Bullshark Football
- 8 Naples Daily News
- 9 Cozmo Beauty School
- 10 Shangri-La Springs
- 11 Katey's Face Painting
- 12 Blackjack Pizza

© 2013 Google



A. Beer Truck

MERCHANDISE VENDORS
B. Sattlers Hats & Leather
C. Sattlers Hats & Leather
D. Zoe's Oddz & Endz

FOOD VENDORS
1. Simply Southern BBQ
2. Fitzgeralds
3. Royal Scoop
4. Skyline Chili
5. Dylans Kettle Corn

*Celebrate
Bonita
2020
Vendor Map*

AGENDA ITEM SUMMARY

REQUESTED MOTION: Receive a presentation from FGCU regarding draft language for proposed comprehensive plan amendments related to the Downtown District and other elements of the City of Bonita Springs Comprehensive Plan.

MEETING DATE: February 19, 2020

AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☒	PRESENTATIONS	STATUTE	Dr. Margaret E. Banyan, Professor, Florida Gulf Coast University And Jacqueline Genson, AICP, Planning and Zoning Manager
☐	CONSENT	ORDINANCE	
☐	PUBLIC HEARING	ADMIN. CODE	
☐	MAYOR AND COUNCIL MEMBER ITEMS	OTHER	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		

BACKGROUND:

The City Council has retained Florida Gulf Coast University (FGCU) to assist in completing a portion of the comprehensive plan amendments as requested for the downtown redevelopment area and other updates to the Future Land Use, Transportation, and Housing Elements.

This presentation will provide an overview of amendment policy options and language based on City Council direction from the November 6, 2019; December 19, 2019 meeting; and the February 6, 2020 Public Workshop.

The amendments include:

- 1) An overview of the Downtown District Map and area reflecting Council direction.
- 2) Possible amendments to the Comprehensive Plan to accommodate the downtown redevelopment area vision, including changes to objectives and policies in the Future Land Use Element, Transportation Element, Housing Element, and Coastal and Conservation Element.
- 3) Possible amendments to the Comprehensive Plan to update the Future Land Use, Transportation, and Housing Elements and associated map series.
- 4) The timeline for a City of Bonita Springs Transmittal and Adoption hearing(s).

The transmittal hearing for these amendments is tentatively scheduled for March 4, 2020.

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

IF YES, WHICH STRATEGIC OBJECTIVE? 2) Transportation and 8) Economic Development

STAFF RECOMMENDATIONS: Receive the presentation from FGCU.

REVIEWED BY:

City Manager: _____

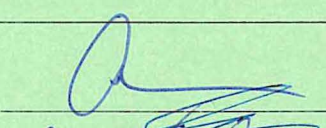
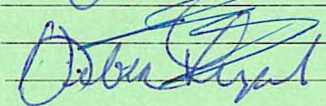
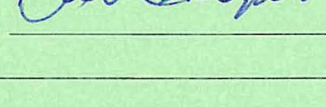
City Attorney: _____

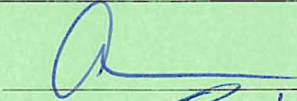
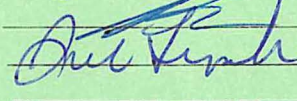
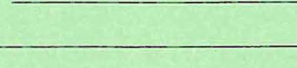
City Clerk: _____

Department Director: _____

COUNCIL ACTION:

☐ **APPROVED**
☐ **DENIED**
☐ **DEFERRED**
☐ **OTHER**

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-02-037
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Presentation by DPZ CoDesign on form-based code.			
MEETING DATE: February 19, 2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
X	PRESENTATIONS	STATUTE	John Dulmer, Director Community Development Department
	CONSENT	ORDINANCE	
	PUBLIC HEARING	ADMIN. CODE	
	MAYOR AND COUNCIL MEMBER ITEMS	X OTHER	
	MAYOR AND COUNCIL MEMBER'S REPORTS		
	CITY ATTORNEY ITEMS		
	CITY MANAGER ITEMS		
BACKGROUND:			
On May 22, 2018, Council authorized the City to move forward with DPZ CoDesign to design and implement a form-based code for the Old 41 Overlay. Since that time, DPZ has conducted several public workshops to introduce and explain the concept of a form-based code and the benefits of implementing this type of code for future development within the overlay, and they have utilized feedback from Council, staff, and the public while shaping the final draft of our new form-based code. DPZ is here to present to you the revised final draft of the form-based code. This item has, and will be scheduled with a proposed amendment to the comprehensive plan as part of the ability to implement the proposed regulations.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #5 Community Aesthetics #8 Economic Development			
STAFF RECOMMENDATIONS: Receive presentation and provide direction to staff.			
REVIEWED BY:			
City Manager:		   	
City Attorney:			
City Clerk:			
Department Director:			
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-02-043
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Presentation outline on density in downtown Bonita Springs.			
MEETING DATE: February 19, 2020			
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION: John Dulmer, AICP Director of Community Development Jay L. Sweet PSM, AICP Community Development	
☒ PRESENTATIONS	STATUTE		
☐ CONSENT	ORDINANCE		
☐ PUBLIC HEARING	ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: Community Development will be providing a presentation on the proposed density and height regulations in downtown in order to provide the necessary direction to staff for the Form-Based Code.			
Attachment: Background			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 5) Community Aesthetics, and 8) Economic Development			
STAFF RECOMMENDATIONS: Receive presentation and provide direction to Staff.			
REVIEWED BY:			
City Manager:	   		
City Attorney:			
City Clerk:			
Department Director:			
COUNCIL ACTION:			
☐ APPROVED			
☐ DENIED			
☐ DEFERRED			
☐ OTHER			

BACKGROUND

The intent of this presentation is to provide Council with information to provide staff with direction on three (3) items:

1. What is the density for downtown
2. How is it calculated, and
3. What role does height play in density.

What our neighbors are doing:

Naples *downtown districts* – Density, which is in addition to the allowable commercial space, starts at 12 du/ac and can go to 30 du/ac with a conditional use permit, to a predetermined maximum number of downtown dwelling units (1417). These additional units are acquired by design considerations or purchased.

Fort Myers *downtown districts* – Density, which is in addition to the allowable commercial space, range from 15 to 70 du/ac. However unit size is a factor in calculation Density. E.g. 750sf or less = ½ unit, 750sf to 1200sf= ¾ unit, over 1200sf = 1 unit.

Height:

Naples *downtown district* - The maximum height for any building is 3 stories and 42 feet.

Fort Myers *downtown districts* – The maximum height is set by stories. The number of stories range from 2 min. to 18 max. depending on your location within the downtown area. The Fort Myers code defines Story as – “*a habitable level within a building, no more than 14 feet in height...*”. Height is further regulated by Floor Area Ratios (FAR).

AGENDA ITEM SUMMARY**REQUESTED MOTION:** First Reading and Public Hearing of the following ordinance:

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING SECTION 4-87 OF THE LAND DEVELOPMENT CODE TO ADJUST TERM LIMITS ON THE PLANNING COMMISSION CHAIR; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

If approved, the ordinance will be scheduled for a second reading and public hearing on March 4, 2020.

MEETING DATE: February 19, 2020

AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
	PRESENTATIONS	STATUTE	Derek Rooney City Attorney
	CONSENT	X ORDINANCE – FIRST READING	
	PUBLIC HEARING	ADMIN. CODE	
	MAYOR AND COUNCIL MEMBER ITEMS	OTHER	
	MAYOR AND COUNCIL MEMBER'S REPORTS		
X	CITY ATTORNEY ITEMS		
	CITY MANAGER ITEMS		

BACKGROUND:

At the December 18th Council meeting at which the City Council discussed and adopted an ordinance removing all term limits for the current and future chairs of the Zoning Board, Council also directed staff to research and prepare ordinances and resolutions as necessary to remove similar term limits on all of the City's voluntary member boards.

Upon an initial review the City's Planning Commission which acts as the Local Planning Agency under Florida law, like the Zoning Board, also contains a two-year limitation on the appointment of any member to serve as chair. The proposed ordinance will remove such restriction.

Attachment: Draft Ordinance

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO

IF YES, WHICH STRATEGIC OBJECTIVE?

STAFF RECOMMENDATIONS: Hold the first public hearing and schedule for a second reading and public hearing on March 4, 2020.

REVIEWED BY:

City Manager: _____

City Attorney: _____

City Clerk: _____

Department Director: _____

COUNCIL ACTION:

___ **APPROVED**

___ **DENIED**

___ **DEFERRED**

___ **OTHER**

1 CITY OF BONITA SPRINGS, FLORIDA
2 ORDINANCE NO. 20-
3
4

5 AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA,
6 AMENDING SECTION 4-87 OF THE LAND DEVELOPMENT CODE TO
7 ADJUST TERM LIMITS ON THE PLANNING COMMISSION CHAIR;
8 PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION,
9 SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

10
11 **WHEREAS**, the Charter provides that the City Council shall have the broadest
12 exercise of home rule powers permitted under the state Constitution and the laws of the
13 state; and
14

15 **WHEREAS**, pursuant to the Article VIII of the Florida Constitution, the City of
16 Bonita Charter and Section 166.021, Florida Statutes, the City Council is authorized to
17 adopt ordinances necessary for the exercise of its powers in for health, safety, and
18 general welfare; and
19

20 **WHEREAS**, the City Council has determined that it is in the best interests and
21 welfare of the City of Bonita Springs and its residents to enact this Ordinance.
22
23

24 **THE CITY OF BONITA SPRINGS HEREBY ORDAINS:**
25

26 **Section 1. Recitals Adopted.**
27

28 That each of the above stated recitals is hereby adopted and confirmed as being
29 true, and the same are hereby incorporated as a part of this Ordinance.
30

31 **Section 2. Amending Land Development Code**
32

33 The Bonita Springs City Code is hereby amending Chapter 4 - Zoning, Article II –
34 Administration, Division 3 – Planning Commission, Local Planning Agency, Section 4-89
35 of the City's Land Development Code amending subsection (a)(2) as follows:

36 Sec. 4-87. – Organization and Operation.

37 (a) Officers and staff.

38 (1) The mayor shall appoint the chair and the planning commission (local
39 planning agency) shall elect a vice-chair from among its membership. The vice-
40 chair is authorized to perform all duties of the chair in the absence of the chair.

41 ~~(2) No person shall act as chair for more than two consecutive years.~~

1 (3) The chair shall preside over the proceedings of the commission and shall
2 be entitled to participate fully in all discussions, to make and second motions,
3 and to vote.

4 (4) The chair shall cause the commission to prepare rules of procedure for the
5 commission, and amendments to rules, for approval by the city council.

6 (b) Meetings.

7 (1) The department director shall set the time and place of the meetings of the
8 local planning agency. However, if a meeting, once started, exceeds the time
9 which has been scheduled for the meeting, it may be continued to a date, time
10 and place certain, as the local planning agency shall determine. The local
11 planning agency shall meet at least once a month, unless no business is pending
12 before it. Additional meetings shall be held at the call of the chair or secretary
13 and at all such other times as the members may determine.

14 (2) Any action by the local planning agency shall require the presence of a
15 quorum. Four members shall constitute a quorum of the local planning agency. If
16 any member shall have more than three consecutive unexcused absences, the
17 chair shall report the matter to the city council and unless good cause is shown,
18 the council shall remove the member.

19 (3) All meetings shall be open to the public.

20 (4) The local planning agency shall adopt procedures for public participation.
21 Such procedures shall comply with the criteria set forth in F.S. § 163.3181.

22 (c) Voting, generally.

23 (1) Unless otherwise required by law or ordinance, action shall be taken by
24 majority of the quorum present.

25 (2) If a majority decision cannot be obtained, or if a tie vote results from a
26 motion to recommend to the city council that a proposed matter be approved, or
27 to recommend that it be denied, then the matter being considered shall be
28 deemed to have been denied, unless a majority of the members present and
29 voting agree by motion, before the next agenda item is called, to take some other
30 action in lieu of a denial. Such other action may be moved or seconded by any
31 member, regardless of his vote on any earlier motion. If such other action is not
32 agreed to be taken, the minutes of the local planning agency shall show that the
33 motion was called and that the matter voted upon was denied.

34 (d) Records.

1 (1) The secretary shall record and transcribe minutes of all proceedings. At a
2 minimum, such minutes shall summarize testimonies, and shall reflect the motion
3 and the votes.

4 (2) The department staff shall keep indexed records of all meetings, agendas,
5 findings, determinations and resolutions. Such records shall be public records.

6 **Section 3. SEVERABILITY**
7

8 The provisions of this Ordinance are severable, and it is the intention to confer the
9 whole or any part of the powers herein provided for. If any court of competent jurisdiction
10 shall hold any of the provisions of this Ordinance unconstitutional, the decision of such
11 court shall not affect or impair any remaining provisions of this Ordinance. It is hereby
12 declared to be the legislative intent that this Ordinance would be adopted had such
13 unconstitutional provision not been included therein.
14

15 **Section 4. CONFLICTS OF LAW**
16

17 Whenever the requirements or provisions of this Ordinance are in conflict with the
18 requirements or provisions of any other lawfully adopted City of Bonita Springs ordinance
19 or Florida Statutes, the more restrictive shall apply.
20

21 **Section 5. CODIFICATION AND SCRIVENER'S ERRORS**
22

23 It is the intention of the City Council that the provisions of this Ordinance shall
24 become and be made part of the Bonita Springs Code; that sections of this Ordinance
25 may be renumbered or re-lettered and that the word "ordinance" may be changed to
26 "section", "article", or such other appropriate word or phrase in order to accomplish such
27 intention; and that any typographical errors which do not affect the intent may be
28 authorized by the City Manager without need of public hearing, by filing a corrected copy
29 with the City Clerk. It is further the intent of the City Council that the provisions of this
30 Ordinance may be modified as a result of consideration that may arise during public
31 hearing(s) and that such modifications shall be incorporated into the final version.
32

33 **Section 6. EFFECTIVE DATE**
34

35 The effective date of this ordinance shall be thirty (30) days from its adoption date.
36
37
38
39
40
41
42
43
44

1 DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs,
2 Lee County, Florida, this xx day of February, 2020.

3
4 AUTHENTICATION:

5
6 _____
7 Mayor City Clerk

8
9 APPROVED AS TO FORM: _____
10 City Attorney

11 Vote:
12 Carr Quaremba
13 Forbes Simmons
14 Gibson

15
16
17 Date filed with City Clerk: _____

AGENDA ITEM SUMMARY**REQUESTED MOTION:** First reading and public hearing of the following ordinance:

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING DIVISION 37. SUBDIVISION II, TEMPORARY USES AND SUBDIVISION III. MOBILE FOOD VENDORS OF THE LAND DEVELOPMENT CODE RELATING TO MOBILE FOOD VENDORS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

If approved, a second reading and public hearing will be scheduled for March 4, 2020.

MEETING DATE: February 19, 2020

AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	STATUTE	John Dulmer, AICP Community Development Director
☐	CONSENT	ORDINANCE	
X	PUBLIC HEARING	ADMIN. CODE	
☐	MAYOR AND COUNCIL MEMBER ITEMS	OTHER	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		

BACKGROUND: In January, staff presented to City Council the existing food truck ordinance after several members of the public approached Council members about their concerns about those regulations. These members of the public pointed to not only national trends, but also local examples in both Fort Myers and Naples as to reasonable standards that have brought about improved success.

Council has requested this item be brought back to discuss several items:

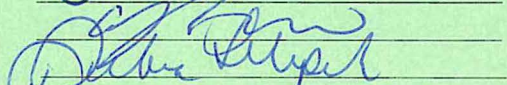
- Look to remove the limit of food trucks within the City and require only the location be permitted by City Council
- Look for an approval process for food truck parks with appropriate locational and performance standards.
- Provide mitigation strategies and provide for protections of existing residents.

Staff will provide an update on the progress of the draft language and seek council direction at the meeting.

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? YES ☐ NO ☒

IF YES, WHICH STRATEGIC OBJECTIVE?

STAFF RECOMMENDATIONS: Hold the first public hearing, with public comment, and schedule for a second reading and public hearing on March 4, 2020.

REVIEWED BY:City Manager: City Attorney: 

City Clerk:

Department Director:

COUNCIL ACTION:☐ **APPROVED**☐ **DENIED**☐ **DEFERRED**☐ **OTHER**

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 20-__

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING DIVISION 37. SUBDIVISION II, TEMPORARY USES AND SUBDIVISION III. MOBILE FOOD VENDORS OF THE LAND DEVELOPMENT CODE RELATING TO MOBILE FOOD VENDORS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida is the governing body of Bonita Springs; and

WHEREAS, Florida Statutes §166.021 authorizes the City of Bonita Springs to establish, coordinate and enforce laws that are necessary for the protection of the public; and

WHEREAS, on December 5, 2012 City Council passed Resolution 12-090 to declare a zoning in progress, directing that until these regulations are adopted and become effective or are determined not to be adopted by the City Council, or until 90 days from the effective date of Resolution 12-090, whichever first occurs, applications for mobile food vendors within the municipal boundaries the City of Bonita Springs were not processed or approved; and

WHEREAS, while drafting the regulations for mobile food vendors there were provisions in the Temporary Uses provisions of Land Development Code Chapter 4 that needed some minor revisions; and

WHEREAS, the City of Bonita Springs desires to have minimum regulations for mobile food vendors and food stands in place because their use can be disruptive to existing and future businesses, especially in the areas sensitive to redevelopment; and

WHEREAS, City Council recognizes the need for regulations intended to provide economic development and entrepreneurial opportunities for applicable businesses, while protecting public health, safety, and welfare, minimizing visual impacts to the public realm, and mitigating fiscal impacts to standard restaurants and related businesses; and

WHEREAS, City Council has provided guidance that food trucks should be permitted in portions of the City; and

WHEREAS, City Council has provided additional guidance that locational and development standards should be created to allow for food truck parks within the City; and

WHEREAS, this ordinance will still prevent food trucks and food truck parks from being located on Little Hickory Island and residentially zoned property.

Subdivision III. - Mobile Food Vendors

Sec. 4-2153. - Applicability, purpose and intent.

~~(a) This subdivision provides minimum regulations for mobile food vendors and food stands. The purpose and intent of this subdivision is to provide regulations for mobile food vendors and food stands, as their use is listed in [section 4-408](#)(c)(29) Group III and [section 4-408](#)(c)(43) Group I, food stands. The provisions below are intended to provide economic development and entrepreneurial opportunities for applicable businesses, while protecting public health, safety, and welfare, minimizing visual impacts to the public realm, and mitigating fiscal impacts to standard restaurants and related businesses. It is not the intent of these provisions to regulate mobile food vendors from operating that are in transit, i.e., making stops at locations within the city less than a half hour per location.~~

(a) Applicability – The City of Bonita Springs recognizes that this use is temporary and mobile in nature. These regulations are intended to define the locations and development standards for a site to be permitted for mobile food vendors. The standards established in these regulations are intended to allow mobile food vendors to operate while mitigating impacts to the site in which they operate and adjacent properties and right of ways. These regulations do not address mobile food carts, or mobile vendors that visit sites to temporarily vend for a period of minutes and not days or hours (i.e. ice cream trucks, construction or work site vendors). These vehicles are permitted by other agencies and cannot operate in the same manner as a mobile food vendor.

Permit Required – No mobile food vendor location is permitted without an approved permit. Such a permit only address the location. Food vendors are required to provide evidence of all applicable inspections and permits with the City and not permitted or registered through this ordinance.

(b) Property owners that have a fixed (stationery) mobile food vendor permitted before January 1, 2013, and have made substantial improvements to the property (obtained development orders and expended at least \$10,000.00 in site improvements) may continue to have a mobile food vendor on that site for eight years from adoption of the ordinance from which this subdivision is derived, subject to loss of nonconforming status per [section 4-2320](#) et seq. The community development director may grant a two year extension to the property owner. Property owner may replace the mobile food vendor, who may remain as originally permitted. Any new mobile food vendor located at the site must comply with [section 4-2156](#) except for the duration and physical movement of the vendor.

(Ord. No. 13-02, § 1(4-3061), 2-20-2013)

- **Sec. 4-2154. - Definitions.**

The following words, terms and phrases, when used in this subdivision, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commissary means an approved facility that provides support services for specific required functions of a mobile food vendor, including, but not limited to, mobile food vehicles and mobile food carts. Any food establishment permitted or licensed by a regulatory agency, such as a catering operation, restaurant, grocery store or similar establishment or any otherwise approved facility by FDACS in which food, containers, or supplies are kept, handled, prepared, packaged or stored can be considered for approval as a commissary. When not required at the mobile food establishment, commissaries may provide a three compartment sink for washing, rinsing and sanitization of equipment/utensils in addition to hand wash and rest room facilities. Services required of the commissary will be based on the food sold and the mobile food establishment type and capabilities. A private residence may not be used as a commissary (see F.S. ch. 500).

Food stand means a temporary, non-motorized food unit with limited infrastructure, which serves food and/or beverage intended for immediate consumption and does not provide indoor seating.

Mobile food cart means any non-motorized mobile food unit with limited infrastructure, which serves food and/or beverages intended for immediate consumption. Mobile food carts may not exceed six feet in length, three feet in width (exclusive of wheels), or four feet in height (exclusive of wheels and umbrellas).

Mobile food vehicle means a motorized mobile food unit, which may be self-sufficient in terms of potable water, sanitary sewer and electric utilities, and generally consists of an enclosed truck, trailer or similar vehicle, where food may be stored, prepared, cooked, and/or served. An open bed truck, van or converted automobile is not considered a mobile food vehicle and is not eligible for a mobile food vending permit pursuant to this division.

~~*Mobile food vending permit* means a permit granted by the city to a mobile food vendor to conduct food vending from a mobile food cart, vehicle, or food stand.~~

Mobile food vendor means any person or business selling foods other than fresh fruits or vegetables from a mobile food vehicle, mobile food cart or food stand.

~~*Mobile food vendor group site* means the temporary siting of two or more mobile food vendors on a single property during a special event, subject to an approved temporary use permit.~~

Mobile Food Vendor Park means a site approved through a Special Exception to allow for permanent location for three or more mobile food vehicles. Such sites must include required infrastructure and generally include public seating for all vehicles serving in the park.

(Ord. No. 13-02, § 1(4-3062), 2-20-2013)

Sec. 4-2155. - Permit required.

~~(a) No mobile food vendor shall be permitted to operate within the city unless a permit has been obtained from the department of community development.~~

~~(b) A mobile food vendor permit granted under this subdivision authorizes a vendor to sell food and/or beverages subject to all other applicable requirements in this chapter.~~

~~(c) Mobile food vendor permits shall be regulated as follows:~~

~~(1) No more than five mobile food vendor permits, as defined in this subdivision, shall be in effect at any time within the city, excluding temporary use permits issued pursuant to this subdivision.~~

~~(2) Permits shall be issued on a first come, first serve basis, and are non-transferable.~~

~~(3) A mobile food vendor may request approval to vend at a maximum of two locations per application, subject to the submittal requirements of this subdivision.~~

~~(4) Permits, unless sooner suspended or revoked, shall be valid for an initial period of six months from the date of issuance.~~

~~(5) Permit holders may apply to renew the permit for a period of 12 months no sooner than 30 days prior to permit expiration.~~

~~(6) Approved permits must be attached to the mobile food vendor unit where they are readily visible and shall include the name, mailing address, and valid phone number of the mobile food vendor unit owner and shall list the addresses and parcel identification numbers where the permit is valid.~~

~~(7) Routine inspections may be conducted by building or fire inspectors on each mobile food vendor at any time and at any frequency deemed appropriate by the city.~~

~~(8) Any mobile food vendor unit that has been issued a notice of health violation by the state, and on a subsequent inspection, a state inspector determines that the mobile food vendor has not corrected the violation, shall have its city-issued mobile food vendor permit revoked and food service shall cease in the city.~~

~~(d) Submittal requirements. Applications for mobile food vendor permits must include the following information:~~

~~(1) The name, address, telephone number, and email address of the applicant.~~

~~(2) A description of the type of food and/or beverages to be sold.~~

~~(3) Color photograph of the mobile food vehicle, cart or food stand depicting the current condition of the unit.~~

~~(4) Address of proposed vending site, including the property address, property owner's name and telephone number, and the name of the principal business located on the property (where applicable).~~

~~(5) A site plan for each proposed vending site, drawn to scale, depicting the following information:~~

- ~~(a) Total square footage of the property;~~
 - ~~(b) Location and square footage of the existing principal and accessory uses, where applicable;~~
 - ~~(c) Location and number of existing parking spaces, including a calculation that demonstrates the number of parking spaces required for the principal uses, and the number of parking spaces available to service the mobile food vehicle, cart or food stand pursuant to [section 4-1732](#);~~
 - ~~(d) Proposed location for the mobile food vehicle, cart or food stand;~~
 - ~~(e) Location of ingress/egress to the site; and~~
 - ~~(f) Table demonstrating the minimum setbacks in compliance with the underlying zoning district and this subdivision.~~
- ~~(6) Address of proposed location to store the mobile food vehicle, cart or food stand when not in use.~~
- ~~(7) A copy of all permits and business licenses required by the state, the county and the city.~~
- ~~(8) A notarized commissary agreement confirming the mobile food vendor is operating in conjunction with a licensed commissary in accordance with state statutes, where applicable. All commissaries must be pre-approved by the city prior to issuance of a mobile food vendor permit.~~
- ~~(9) A notarized affidavit signed by each property owner indicating that the vendor has permission to vend on the site. The affidavit must also indicate that the property owner acknowledges the following requirements:~~

- ~~(a) The property owner shall comply with all ordinances regarding solid waste disposal and must provide the vendor access to solid waste collection on the subject property;~~
- ~~(b) The property owner shall require that the vendors meet all applicable federal, state and local statutes, regulations, laws, ordinances, rules and codes, including, but not limited to, permitting requirements regarding his or her specific business;~~
- ~~(c) The property owner shall acknowledge that he understands the regulations governing mobile food vendors and will be held responsible, along with the vendor, for any code violations; and~~
- ~~(d) The property owner shall ensure that the property will be continuously maintained in a neat, clean, and orderly manner.~~

~~(10) Proof of business insurance, issued by an insurance company that is licensed to do business in the state, protecting the applicant from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with mobile food vending. Such insurance shall name the city as an additional insured party and shall be in at least the amount of \$500,000.00 for occurrence for injury and \$200,000.00 per person.~~

~~(11) Letters of no objections from any school, church, restaurant Group II through IV or residence within 500 feet, or where applicable pursuant to [section 4-2157](#).~~

~~(12) Application fee as outlined in the city's adopted fee schedule.~~

~~(Ord. No. 13-02, § 1(4-3063), 2-20-2013)~~

~~Sec. 4-2156. — General standards.~~

The following standards shall apply to all mobile food vendor permits:

~~(1) Mobile food vehicles, carts or food stands may be permitted on nonresidentially zoned properties as specified in the zoning district regulations, in compliance with this subdivision.~~

~~(2) Establishments and/or vendors governed by this subdivision shall be limited in operation on site from 7:00 a.m. to 9:00 p.m., Monday through Sunday, unless additional hours are permitted pursuant to this subdivision.~~

~~(3) The mobile food vehicle or cart must physically be moved at least daily and cannot remain in a permitted vending location outside the approved hours of operation.~~

~~(4) Maximum duration. Mobile food vehicles, carts and food stands may not vend at the same location for more than a three days per week (beginning and ending at 7:00 a.m. on Mondays). The mobile food vehicles, carts and food stands must be moved to a different location (permitted) when not in use at the permitted vending locations.~~

~~(5) Exterior colors. Neon and fluorescent colors are prohibited. The use of black paint is limited to trim.~~

~~(6) No products shall be sold from any mobile food vendor vehicle or cart which is stopped, standing, or parked in any public street/right of way, crosswalk, and/or driveway. The mobile food vehicle or cart shall not impede the flow of traffic or pedestrians on the sidewalk, or obstruct access to fire hydrants.~~

~~(7) The mobile food vendor shall not block/interfere with required parking spaces, building access, loading areas, stormwater drainage systems, or landscape buffers associated with the principal use.~~

~~(8) Mobile food vehicles, carts, food stands and associated displays must be located in accordance with the principal structure setbacks of the underlying property's zoning district. Mobile food carts must be located in accordance with the accessory structure setbacks of the underlying property's zoning district.~~

~~-(9) Parking spaces shall be provided in accordance with [section 4-1732](#). Existing parking spaces for the principal use may count towards the required parking for the mobile food vendor use. However, at no time may the required number of parking spaces for the principal use be rendered nonconforming due to mobile food vendor use.~~

~~-(10) The sale of alcohol beverages from a mobile food vehicle or cart is prohibited.~~

~~-(11) Amplified music or other sounds from any mobile food vehicle or cart for the purposes of vending products is prohibited.~~

~~-(12) Mobile food vendors are prohibited from discharging fat, oil, grease, and waste water into the sanitary sewer system. Waste shall be properly stored and disposed of at the commissary or other permitted recycling/disposal facility.~~

~~-(13) Ice must be drained into a retention tank to be properly disposed of at the commissary or designated servicing area. No wastewater leakage will be allowed.~~

~~(Ord. No. 13-02, § 1(4-3064), 2-20-2013)~~

~~Sec. 4-2157. Prohibited locations.~~

~~(a) Mobile food vending is prohibited on all parcels zoned for residential uses.~~

~~-(b) Mobile food vending is prohibited within the Old U.S. 41 Redevelopment Overlay District (see [section 4-866](#)), unless approved pursuant to a temporary use permit for a permitted special event.~~

~~(c) A maximum of one mobile food vendor may be permitted to vend per lot at the same time, unless the location has been permitted as a mobile food vendor group site pursuant to a temporary event/use permit.~~

~~(d) Setbacks.~~

~~(1) Unless there is a letter of no objection, mobile food vehicles, carts and food stands shall not be located closer than 500 feet from:~~

~~-(a) Any school (noncommercial) or day care center (child).~~

~~-(b) Church or place of worship.~~

~~-(c) Restaurants, Groups II through IV.~~

~~-(d) Any residentially used properties.~~

~~(2) A letter of no objection is not required when the applicant subject mobile food vehicle, cart or food stand is the school, day care center, church, or Groups II through IV restaurant.~~

~~(3) Mobile food vehicles, carts and food stands shall not be located closer than 200 feet from any other mobile food vehicle or cart, unless operating at an approved~~

special event. For the purposes of this subsection, the distance shall be measured in a straight line from the subject mobile food vehicle, cart or food stand to the nearest mobile food vehicle, cart or food stand, and/or from the subject mobile food vehicle, cart or food stand to the property line of the school, day care center, church, or Groups II through IV restaurant.

(Ord. No. 13-02, § 1(4-3065), 2-20-2013)

General Standards -

1. Locations must not interfere with vehicular, multi-modal, pedestrian access and access ways.
2. Cannot be located in a required parking space or driveway, unless it is specifically demonstrated the parking or driveway is not used during the time and/or days the mobile food vendor location is permitted.
3. A mobile food vendor cannot install or create features, signs, or other identification not utilized while driving, that extend more than 3' from the vending vehicle in any direction.
4. Must be located on property or within a development with completed infrastructure improvements.
5. The property cannot be zoned residential, unless the event is for a community and the controlling association requests a location at a clubhouse or other portion of the community separate from residences.
6. All mobile food vendors shall be located in areas and in a manner that they do not create an adverse view or vista. More specifically, the mobile food vendor cannot interfere or negatively impact the visibility or aesthetics of a commercial development.
7. No more than two mobile food vendors can be requested on a single site. For purposes of this specific requirement, a site includes an entire commercial development even if that development consists of more than one parcel.
8. A mobile food vehicle cannot be permitted within 150 feet of another permitted location, or mobile food vendor park.
9. Permitted sites will have the mobile food vendor removed at the end of permitted operating hours.
10. Alcohol shall not be sold or consumed from a mobile food vendor.
11. Advertising signs may be permitted upon the mobile food vendor, but there will not be additional signage installed in any other location.
12. Notification will only be provided by courtesy mailing for property owners within 1,000' and be the responsibility of the applicant. The mailing list and copy of notification will be provided to the City. The request for approval will also be listed on the advertised City Council agenda.
13. Property Owner Responsibilities will include; and
 - a) Provision of sanitary facilities consistent with the standards of the Florida Building Code while considering aesthetics of the site; and
 - b) The responsibility to ensure vendors meet all applicable federal, state, and local statutes, regulations, laws, ordinances, rules and codes; and
 - c) Acknowledgement that the regulations governing mobile food vendors hold the vendor and property owner responsible for violations of code.

- d) Ensure that the property (both the subject site, and other properties that may be directly impacted by mobile food vending) be kept in a continuously neat, clean, and orderly manner

Permit Submittal Requirements –

1. Completed application.
2. Signed authorization from the property owner or authorized representative.
3. Proof of business insurance, issued by an insurance company that is licensed to do business in the state, protecting the applicant from all claims for damages to property and bodily injury, including death, which may arise from operations under, or in connection with mobile food vending. Such insurance shall name the city as an addition insured party and shall be in at least the amount of \$500,000.00 for occurrence for injury and \$200,000.00 per person.
4. Site Plan based on a valid survey, approved development order, or Master Concept Plan with dimensions and infrastructure identified, including the proposed location of the mobile food vendors. For large or phased projects, the plan submitted must provide enough detail to determine pedestrian and vehicular access to a public right of way.
5. All sidewalks, driveways, rights of way, parking areas, outdoor seating areas, buildings with entry locations.
6. A statement declaring if biodegradable packaging will be utilized, and if not, why.
7. If required parking spaces are to be utilized, the times businesses use those spaces and the proposed time they would be used for mobile food vending.

Mobile Food Vendor Park

Applicability – This applies to any location that intends to provide permanent locations for mobile food vendors either through dedicated parking within an existing facility, or the creation of parking for such purpose. It is the permanent nature and not the number of mobile food vendors that distinguishes a mobile food vendor Park from temporary mobile food vendor locations.

General Standards

1. Must provide stabilized surface for the parking of the intended number of mobile food vendors
2. Central water and sewer must be provided for all mobile food vendors and the general public.
3. A mobile food vendor park can only co-locate on a site with existing uses if the tenants of those legal uses sign a no objection form
4. Any accessory structures, seating areas, pedestrian access must be specifically approved as part of the submitted plan.
5. There shall be no more than one mobile food vending park within 150 feet of another permitted park or mobile food vending location.
6. Parking will be provided at three spaces per mobile food vendor, plus 1 additional parking space per 15 seats.
7. Restroom facilities will be required based on the standards of the Florida Building Code.
8. Cannot be located on the site of an active, or abandoned gas station.

9. Neighborhood meetings are required consistent with Bonita Springs LDC 4-28.
10. Public notice will include courtesy mailed notices for property owners within 2,000' for both Zoning Board and City Council hearings.
11. Mobile food vendors may have advertising on their vehicles, however, signage for a mobile food vending park must be consistent with the standards of Bonita Springs Land Development Code Chapter 6.

Permit Submittal Requirements

1. Mobile Food Vendor Parks may only be approved through a Special Exception permit
2. All required submittal requirements for a Special Exception, and
3. For open air central seating areas, an analysis for off-site impacts.
4. Analysis for off-site impacts of glare, dust, vibration, and odor on the adjacent and surrounding community.
5. For applications with outdoor entertainment, analysis for off-site impacts for noise.

Mobile Food Vendors

1. For Mobile Food vendors to locate at an approved location (both an approved site or approved mobile food vendor park), they must provide evidence that all required permits, inspections, licensure, or other approvals as needed by either county, state, or federal agencies prior to operating within the City.
2. Documentation will be submitted to the City through copies or accepted electronic forms.
3. Submittal of these documents will not produce a permit and other than maintain evidence of documents for public records, it will not produce a registry or registration.

Sec. 4-2158. - Temporary event/use permit.

(a) Intent; applicability. It is the intent of this section to require mobile food vendors to obtain a temporary use permit for vending at the specific location where an event is held. This section pertains to, but is not limited to the following events:

- (1) Grand openings or open houses at residential, commercial or industrial developments;
- (2) Special outdoor holiday or celebration events;
- (3) Political rallies or events;
- (4) Block parties; and
- (5) Carnivals.

(b) Limitations. If the event for which the temporary permit is sought continues for longer than three days, the applicant may petition the director for an extended permit. A temporary use permit may not be issued for more than ten days.

(c) Procedure for approval. The following is the procedure for requesting approval of mobile food vendor temporary use permit.

(1) Any mobile food vendor seeking approval of a temporary use permit must submit a written request to the department of community development. The written request must include:

- (a) The name and address of the applicant;
- (b) A general description of the event and exact site where food and/or beverages are to be sold and consumed;
- (c) The type of food and beverages to be sold and consumed;
- (d) Proposed hours of operation; and
- (e) A fee in accordance with the adopted fee schedule.

(2) The director will render a final decision within ten working days. The decision will be in the form of approval, approval with conditions or denial. The director may forward the request to other appropriate agencies for comment.

(Ord. No. 13-02, § 1(4-3066), 2-20-2013)

AGENDA ITEM SUMMARY

REQUESTED MOTION: Adopt a Resolution clarifying language in the City of Bonita Springs Charter Referendum language.

MEETING DATE: February 19, 2020

AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
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	PRESENTATIONS	STATUTE
X	CONSENT	ORDINANCE
	PUBLIC HEARING	ADMIN. CODE
	MAYOR AND COUNCIL MEMBER ITEMS	OTHER
	MAYOR AND COUNCIL MEMBER'S REPORTS	
	CITY ATTORNEY ITEMS	
	CITY MANAGER ITEMS	

Derek Rooney
City Attorney

BACKGROUND: On October 16, 2019 City Council adopted Ordinance No. 19-09 calling for an ordering a binding referendum to be held on March 17, 2020. On February 5, 2020 in response to comments by the Supervisor of Elections Office the City Council adopted a Resolution clarifying provisions of the Referendum questions.

After translation and during the printing process the Supervisor's office identified additional changes to improve readability of the proposed ballot questions. The changes were approved by the City Attorney, the attached Resolution ratifies those changes for the record.

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

STAFF RECOMMENDATIONS: Adopt Resolution

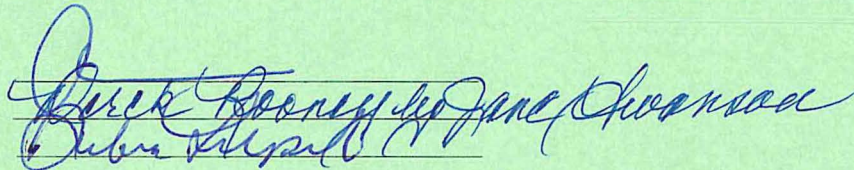
REVIEWED BY:

City Manager:

City Attorney:

City Clerk:

Department Director:

**COUNCIL ACTION:**

☐ APPROVED
☐ DENIED
☐ DEFERRED
☐ OTHER

CITY OF BONITA SPRINGS
RESOLUTION NO. 20-

**AN RESOLUTION OF THE CITY OF BONITA SPRINGS
REVISING BALLOT LANGUAGE FOR THE MARCH 17, 2020
CHARTER AMENDMENT REFERENDUM; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Lee County Supervisor of Elections has requested the City revise certain Charter Amendment questions in order to improve readability for the voting public; and

WHEREAS, Ordinance No. 19-09 calling for a binding referendum to be held on March 17, 2020 to consider the recommendations of the Charter Review Committee; and,

WHEREAS, Ordinance No. 19-09 provided the City Council can revise the ballot questions to address errors or recommendations of the Supervisor of Elections prior to the referendum provided the Council adopts a corrective resolution.

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

Section 1. The forgoing recitals are hereby adopted as if fully set forth herein.

Section 2. The City Clerk is directed to file the corrected version Ordinance 19-09, attached hereto, with the revised referendum questions as requested by the Supervisor of Elections.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of February, 2020.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Forbes
Gibson

Quaremba
Simmons

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 19 – 09

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, CALLING FOR AND ORDERING A BINDING REFERENDUM TO BE HELD IN THE CITY OF BONITA SPRINGS ON MARCH 17, 2020; TO DETERMINE WHETHER A MAJORITY OF THE ELECTORS VOTING IN SUCH REFERENDUM ARE IN FAVOR OF CERTAIN PROPOSED CHARTER AMENDMENTS; ESTABLISHING THE DATE OF THE REFERENDUM FOR THE CHARTER AMENDMENT TO BE HELD ON MARCH 17, 2020; REQUESTING THAT THE LEE COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE ELECTION IN ACCORDANCE WITH THE APPLICABLE LAWS AND REGULATIONS; PROVIDING BALLOT LANGUAGE; DIRECTING THAT THE NOTICE OF ELECTION BE PREPARED AND PUBLISHED; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs was incorporated on December 31, 1999 with its initial Charter; and

WHEREAS, Chapter 166, Florida Statutes, provides for the methodology for Charter amendments where such amendments may be submitted to a referendum vote by the municipal governing body, in an ordinance format; and

WHEREAS, Section 57 of the Charter mandates the appointment of a Charter Review Committee at least every 10 years, which shall review the municipal charter and recommend to the City Council such revisions and amendments as the Committee determines to be desirable; and

WHEREAS, the City of Bonita Springs City Council appointed a Charter Review Committee to ascertain whether amendments changing portions of the initial Charter should be considered by the electors at a referendum on the March 17, 2020 ballot; and

WHEREAS, the Charter Review Committee on September 23, 2019 adopted certain recommendations to City Council for amendments to the Charter; and

WHEREAS, the City Council at its October 2, 2019 meeting reviewed the recommendations and made changes thereto where they deemed appropriate; and

WHEREAS, pursuant to Section 166.031, Florida Statutes, and following the City Council's review, the City of Bonita Springs has caused the final drafting and preparation of the proposed amendments to the City Charter for submission to the electors of the City in a duly called and held referendum.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

- SECTION 1.** The above recitals are true and correct and incorporated herein by this reference.
- SECTION 2.** The City Council hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of Bonita Springs to be held on March 17, 2020 to decide whether a majority of the electors voting therein approve to amend the Charter as proposed. All qualified electors residing in the City of Bonita Springs on the date thereof shall be entitled and permitted to vote in such referendum.
- SECTION 3.** The Lee County Supervisor of Elections shall conduct the referendum. Balloting shall occur at regular times and places for City elections or as otherwise provided by the Lee County Supervisor of Elections in accordance with applicable law. Early voting may be provided as authorized by law.
- SECTION 4.** The City of Bonita Springs shall reimburse the Lee County Supervisor of Elections for the cost of the referendum.
- SECTION 5.** The notice of the election shall be published in accordance with Section 100.342, Florida Statutes, in a newspaper of general circulation within the City at least thirty (30) days prior to the election. The first publication to be in the fifth week prior to the election with the second in the third week prior to the election.
- SECTION 6.** The proposed ballot titles and questions for each Referendum Item proposed herein to be placed on the ballot are fully described below; however the City Council reserves the right to further amend the ballot titles and questions, but not the Charter amendments themselves, if necessary to clarify the intent of the proposed revisions for the voting public; any such proposed changes must be made by Resolution of the Council prior to ballot finalization by the Lee County Supervisor of Elections. The ballot language shall be as follows:

**OFFICIAL BALLOT
CHARTER AMENDMENTS
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

**CHARTER AMENDMENT ONE
VACANCIES IN OFFICE**

Section 18 and 21 of the Charter shall be amended to clarify that in the event a vacancy occurs on the city council, a special election to fill the vacant seat will only be called if the vacancy occurs more than 180 days from an otherwise scheduled general election. In the event of a vacancy in the office of mayor, the deputy-mayor will serve as mayor until a new mayor is elected.

YES
NO

**CHARTER AMENDMENT TWO
COMPENSATION**

Section 19 of the Charter shall be amended to reflect and clarify the current salaries of the city council and mayor, as well as link the current cost of living adjustment to the appropriate U.S. Department of Labor Consumer Price Index.

YES
NO

**CHARTER AMENDMENT THREE
COMPENSATION ADVISORY COMMITTEE**

Section 19 of the Charter shall be amended to establish an advisory committee to study and make recommendations to the council on the compensation and benefits of the council. Whether based on the committee's recommendation or on the council's own initiative any compensation changes would go into effect following the next city election.

YES
NO

CHARTER AMENDMENT FOUR
COUNCIL MEETINGS

Section 24 of the Charter shall be amended to increase the minimum time from 12 to 48 hours, exclusive of weekends, for the calling of a council meeting where council action is contemplated. Meetings where no action is undertaken and meetings to address emergency situations would require 24 and 12 hours' notice, respectively.

YES

NO

CHARTER AMENDMENT FIVE
ADOPTION OF ORDINANCES

Section 29 of the Charter sets forth and duplicates many of the requirements of state law relating to the noticing of municipal ordinances. Section 29 also provides that municipal ordinances once adopted must be published and cannot go into effect for an additional 30 days.

Shall Section 29 of the Charter be amended to remove such duplicative provisions and unnecessary limitations on the council's ability to adopt ordinances?

YES

NO

CHARTER AMENDMENT SIX
RECORDKEEPING

Section 32 of the Charter shall be removed to no longer require the city to publish printed binders of all ordinances and resolutions having the force of law. Such removal shall provide the city with the flexibility to provide for codification of city regulations by other means.

YES

NO

CHARTER AMENDMENT SEVEN
BUDGET NOTICE

Section 44 of the Charter provides that the city budget shall be published in newspapers of general circulation along with the dates and required hearings for adoption. Notice and hearing requirements are already provided by state law and the budget is similarly required to be published in full on the city website. Shall the unnecessary and duplicative provisions of Section 44 be removed from the Charter?

YES
NO

CHARTER AMENDMENT EIGHT
LAPSE OF APPROPRIATIONS

Section 47 of the Charter shall be amended to remove a provision that requires unexpended capital appropriations to be deemed abandoned after three (3) years.

YES
NO

CHARTER AMENDMENT NINE
CAPITAL PROGRAM

Section 50 of the Charter and its requirement that the city annually prepare a five (5) year capital improvement program shall be removed. The city is already required, pursuant to recent changes in state law to publish its capital improvement program annually.

YES
NO

CHARTER AMENDMENT TEN
POLITICAL ACTIVITIES BY OFFICERS AND EMPLOYEES

Section 62 of the Charter shall be amended to limit city officers from holding or being a candidate for elected public office in the city or use their position to support or oppose any candidate or affect any election. Similarly, Section 62 shall be amended to prohibit the council from influencing city employees with respect to candidates or issues.

YES
NO

CHARTER AMENDMENT ELEVEN
STATE REVENUE SHARING

Section 73 of the Charter shall be amended to remove transitional provisions relating to the city's initial incorporation and clarifying the city's continued entitlement to state revenue sharing.

YES
NO

- SECTION 7.** The proposed amendment to the Charter is attached as Exhibit "A" to this Ordinance, and is incorporated into this Ordinance.
- SECTION 8.** The appropriate city officials are hereby authorized and directed to take such actions as necessary to effectuate the provisions of this Ordinance and provide public notice of the referendum in accordance with law.
- SECTION 9.** This Ordinance shall take effect thirty (30) days from its adoption date.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this 16th day of October, 2019.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Aye	O'Flinn	Aye
DeWitt	Aye	Quaremba	Aye
Forbes	Aye	Simmons	Aye
Gibson	Aye		

Date filed with City Clerk: _____

EXHIBIT A
CHARTER REFERENDA AMENDMENT

The proposed referenda language would amend the City of Bonita Springs City Charter, as shown by strikethroughs to delete existing text and by underlining new text, as indicated below.

Section 18. - Mayor.

A mayor shall be elected, at-large, and shall serve for a term of 4 years. The mayor shall be a voting member of the city council and shall preside at meetings of the city council, represent the city in intergovernmental relationships, appoint with the advice and consent of the other members of the city council the members of citizen advisory boards and commissions, present an annual "State of the City Message," and perform other duties as specified by the city council and this Charter. The mayor shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of martial law, but shall have no administrative duties. In addition to any other duties, the mayor shall have a voice and a vote in all city council proceedings, but shall have no veto power. The council shall elect, from among its members, a deputy mayor who shall act as mayor during the absence or disability of the mayor ~~and, if a vacancy occurs, shall become mayor for the remainder of the unexpired term if less than 180 days before the next general election, otherwise, Section 21 (c) applies.~~

Section 19. - Compensation; expenses.

The mayor shall receive ~~\$20,000.00~~ \$22,596.00 annually, payable monthly, and each city council member shall receive ~~\$15,000.00~~ \$16,947.00 annually, payable monthly, as compensation for their services. This amount of compensation shall be revised annually based on a cost of living adjustment (COLA) ~~in the same time and manner as for city employees published by the U.S. Department of Labor Bureau of Labor Statistics, Consumer Price Index, South Region, in effect as of April 1st of that year, or a comparable index if it is no longer published.~~ The council may provide for reimbursement of actual expenses incurred by its members, including the mayor, while performing their official duties. From time to time, but in no event less often than every four 4 years, the city council shall appoint an advisory committee, consisting of 5 electors, for the purpose of studying and making recommendations to the council on the level of compensation, exclusive of COLA adjustments provided above, and benefits for the mayor and councilmembers. If, whether based on such recommendation or otherwise, the council takes action to change the level of compensation for the members then sitting on the council, such change shall begin on the first day following the next ensuing regular municipal election.

Section 21. - Vacancies; forfeitures of office; filling vacancies.

- (a) The office of a council member, including the mayor, shall become vacant upon the member's death, resignation, inability to fulfill the duties of the office, movement of residence outside the district, or removal from office as authorized by law or this Charter.
- (b) A council member shall forfeit the office if the council member: lacks at any time during the term of office any qualification for the office prescribed by this Charter or as provided by law; violates any express prohibition of this Charter; is convicted of a crime involving a felony or moral turpitude; or fails to attend three consecutive regular meetings of the council without being excused by the council.
- (c) A vacancy on the city council, ~~except for the position of mayor,~~ shall be filled by special election for the remainder of the unexpired term by a representative from the incumbent's district to serve until the next general election, ~~unless the vacancy occurs not more than 180 days before the general election.~~ In the event the mayor becomes unable to fulfill the duties of office, ceases to be qualified, or is removed from office as provided by law or this Charter, the deputy mayor of the council shall assume the full powers and duties of the mayor until the new mayor can be seated ~~unless the vacancy occurs more than 180 days before the general election, in which case the position will then be filled by special election for the remainder of the unexpired term. The deputy mayor shall temporarily relinquish his or her office as council member and shall assume the office of mayor for the period of time until the new mayor can be seated. If the vacancy occurs within 180 days of a general election then no special election shall be called and the seat will remain vacant until filled upon the outcome of the general election.~~

Section 24. - Meetings.

The council shall meet regularly at least once every month at such time and place as the council may prescribe. Special meetings may be held on the call of the mayor or of four or more members and, whenever practical, upon no less than 48 hours' notice, exclusive of any weekend hours, to each member and the public. Special meetings called to address a state of emergency may be called upon no less than 12 hours' notice, however the council shall be limited to taking actions solely to address the emergency situation. Action taken at a special meeting shall be limited to the purpose for which the special meeting is called. Nothing herein shall prohibit the council from holding workshops or other meetings where no action is taken upon no less than 24 hours' notice. Except as authorized by law, all meetings shall be open to the public.

Section 29. - Ordinances in general.

- (a) Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject together with matters properly connected therewith which will be clearly expressed in its title. The enacting clause shall be "The City of Bonita

~~Springs hereby ordains...". Any ordinance which repeals or amends an existing ordinance or part of the City Code shall set out in full the ordinance, section or subsections to be repealed or amended, and shall indicate matters to be omitted by enclosing it in brackets or by strikeout type and shall indicate new matters by underscoring or by italics. All ordinances shall be adopted as provided for in Chapter 166, Florida Statutes, as such may be amended from time to time.~~

- ~~(b) An ordinance may be introduced by any member at any regular or special meeting of the council. Upon introduction of any ordinance, the city clerk/treasurer [city clerk] shall distribute a copy to each council member and to the city manager, shall file a reasonable number of copies in the office of the city clerk/treasurer [city clerk] and such other public places as the council may designate, and shall publish the ordinance together with a notice setting forth the time and place for a public hearing thereon and for its consideration by the council. The proposed ordinance shall be read in full or by title at no less than two public meetings of the city council, the first of which will be permission to advertise the public hearing. The public hearing shall follow the publication by at least 10 days, may be held separately or in connection with a regular or special council meeting that may be adjourned from time to time, and all persons interested shall have an opportunity to be heard. After the hearing the council may adopt the ordinance with or without amendments or reject it. If it is amended as to any matter of substance, the council may not adopt it until the ordinance or its amended sections have been subjected to all the procedures required in the case of a newly introduced ordinance. As soon as practicable after adoption, the city clerk/treasurer [city clerk] shall have a summary of the ordinance and a notice of its adoption published. A copy of the complete ordinance will be available at a reasonable price.~~
- ~~(c) Except as otherwise provided in this Charter, every adopted ordinance shall become effective 30 days after adoption or at any later date specified in the ordinance.~~
- ~~(d) As used in this section, "publish" means to print in one or more newspapers of general circulation in the city:
 - ~~(1) The ordinance or a brief summary thereof; and~~
 - ~~(2) The place where copies of it have been filed and the times when they are available for public inspection and purchase at a reasonable price.~~~~

Section 32. – Reserved.

~~Section 32. Authentication and recording: codification; printing.~~

- ~~[(a)] An ordinance shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the mayor and the city clerk/treasurer [city clerk]. Copies of the ordinance shall be available to the public at a reasonable price.~~
- ~~[(b)] Within 3 years after adoption of this Charter and at least every 10 years thereafter, the city council shall provide for the preparation of a general codification of all city ordinances and resolutions having the force and effect of law. The general codification shall be adopted by the council by ordinance~~

~~and shall be published promptly in bound or loose leaf form, together with this Charter and any amendments thereto, pertinent provisions of the Florida Constitution and other laws of the State of Florida, and such codes of technical regulations and other rules and regulations as the council may specify. This compilation shall be known and cited officially as the Bonita Springs City Code. Copies of the code shall be furnished to city officers, placed in libraries and public offices for public reference and made available for purchase by the public at a reasonable price.~~

~~[(c)] Printing of ordinances and resolutions. The city council shall cause each ordinance and resolution having the force and effect of law and each amendment to this Charter to be printed promptly following its adoption, and the printed ordinances, resolutions, and Charter amendments shall be distributed or available to the public at a reasonable price. Following publication of the first Bonita Springs City Code and at all times thereafter, the ordinances, resolutions, and Charter amendments shall be printed in substantially the same style as the code then currently in effect and shall be suitable in form for integration therein. The council shall make such further arrangements as it deems desirable with respect to reproduction and distribution of any current changes in, or additions to, the codes of technical regulations and other rules and regulations to be included in the code.~~

Section 44. – Reserved.

~~Section 44. City council action on budget.~~

~~The council shall publish in one or more newspapers of general circulation in the city a general summary of the budget and notice of where copies of the budget are available for inspection by the public and the time and place for public hearings on the budget. There will be a minimum of two public hearings prior to the city council adopting the budget by resolution. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.~~

Section 47. – Lapse of appropriations.

~~Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. 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.~~

Section 50. – Reserved.

~~Section 50. Capital program.~~

~~In conjunction with the submission of the budget, the city manager shall prepare and submit to the city council a 5-year capital program to include cost estimates, time schedules, methods of financing, and estimated annual costs of~~

~~operation and maintenance for such capital improvements. This shall be revised and extended each year depending on which capital improvements are still pending or in process of construction or acquisition.~~

Section 62. - Officers and employees.

Nothing in this Charter, except as otherwise specifically provided, shall affect or impair the rights or privileges of persons who are city officers or employees ~~at the time the city is created.~~ However, no officer of the City shall hold, or be a candidate for, elective public office in the city while in its employment or use the authority of his or her position to secure support for, or oppose, any candidate in an election or affect the results thereof. Neither shall the mayor or any member of the city council use any promise of reward or threat of loss to encourage or coerce any officer or employee to support or contribute to any political issue, candidate, or party in any election.

Section 73. - State-shared revenues.

The City of Bonita Springs shall be entitled to participate in all revenue sharing programs of the State of Florida ~~effective on the date of incorporation. The provisions of s. 218.23(1), Florida Statutes, shall be waived for the purposes of eligibility to receive revenue sharing funds from the date of incorporation through the state fiscal year 2002-2003.~~ Pursuant to Chapter 99-428, Laws of Florida, and for purposes of meeting the provisions of s. 218.23(1), Florida Statutes, relating to ad valorem taxation, the millage levied by special districts may be used for an indefinite period. Initial revised population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research. Should the Bureau be unable to provide an appropriate population estimate, the Lee County Department of Community Development shall provide the estimate.

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve the form of an easement agreement with AmCap Bonita LLC related to the City's Settlement Agreement with Angler's Paradise.

MEETING DATE: February 19, 2020

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

	PRESENTATIONS		STATUTE	Derek Rooney City Attorney
	CONSENT		ORDINANCE	
	PUBLIC HEARING		ADMIN. CODE	
	MAYOR AND COUNCIL MEMBER ITEMS		OTHER	
	MAYOR AND COUNCIL MEMBER'S REPORTS			
X	CITY ATTORNEY ITEMS			
	CITY MANAGER ITEMS			

BACKGROUND:

Pursuant to the Settlement Agreement reached between the City and Angler's Paradise on July 17, 2019 the City requires the certain parcels from an adjacent property owner to complete the proposed road alignment and interconnect between Bonita Beach Road and US 41 as part of the City's quadrant plan. In exchange for these parcels the City is agreeing to provide the adjacent owner access and up to .53 acres of stormwater capacity in the stormwater system the City will be constructing in conjunction with the new road.

The attached easement agreement has been prepared to provide stormwater capacity to AmCap Bonita in exchange for the additional required parcels.

Attachments: (1) Proposed Agreement, (2) Angler's Paradise Agreement.

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

STAFF RECOMMENDATIONS: Authorize to Mayor to execute the finalized (waiting on exhibits) Easement Agreement.

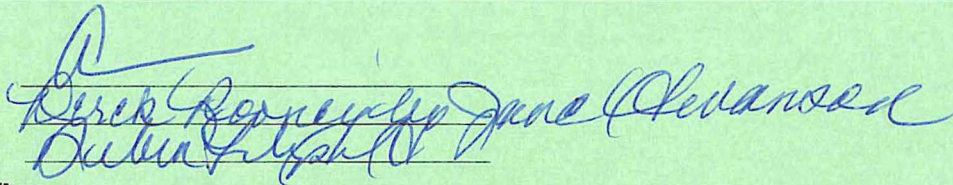
REVIEWED BY:

City Manager:

City Attorney:

City Clerk:

Department Director:


COUNCIL ACTION:

☐ **APPROVED**
☐ **DENIED**
☐ **DEFERRED**
☐ **OTHER**

THIS DOCUMENT PREPARED
BY AND RETURN TO:

Heidi Davis Knapik, Esq.
Gunster, Yoakley & Stewart, P.A.
Las Olas Centre
450 East Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301-4206

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the “**Easement**”) is made as of the ____ day of _____, 2020, by and between the City of Bonita Springs, a Florida municipal corporation (“City”), whose address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, and AmCap Bonita LLC, a Delaware limited liability company (“AmCap”), whose address is 333 Ludlow Street, 8th Floor, South Tower, Stamford, CT 06902.

RECITALS:

A. AmCap is the owner of that certain real property legally described on **Exhibit 1** attached hereto and made a part hereof (the “AmCap Property”);

B. As part of that certain settlement agreement by and between the City and Angler’s Paradise of Bonita Springs, Inc., dated July 17, 2019 (“Agreement”), the City is the owner of that certain real property adjacent to the AmCap Property legally described on **Exhibit 2** attached hereto and made a part hereof (the “City Property”); and

C. City intends to construct a new road adjacent to the AmCap Property, on the real property legally described on **Exhibit 3** attached hereto and made a part hereof (the “City Road”); and

D. As part of the construction of the City Road, City is installing and constructing a stormwater drainage system (“Stormwater System”) to be situated upon the real property legally described on **Exhibit 4** attached hereto and made a part hereof and which will include a stormwater storage and retention area totaling approximately 1.59 acres (“Stormwater Retention Area”) as depicted and legally described on **Exhibit 4**.

E. The design of the City Road requires that portions of the AmCap Property totaling 0.44 acre, legally described on **Exhibit 5** attached hereto and made a part hereof be included in the City Road (the “Conveyance Parcels”);

F. In order for City to construct the City Road, City and AmCap have agreed that AmCap will convey the Conveyance Parcels to City, and in exchange for AmCap’s conveyance of the Conveyance Parcels, City has agreed to grant to AmCap a perpetual, exclusive drainage easement to connect to and drain its stormwater from the AmCap Property into and through the

Stormwater System including the Stormwater Retention Area legally described and depicted on **Exhibit 4.**

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. **Recitals.** The above stated recitals are true and correct and hereby incorporated by reference.

2. **Conveyance of Conveyance Parcels.** Prior to construction of the City Road and the Stormwater System, AmCap shall convey the Conveyance Parcels to City by Warranty Deed which shall be recorded in the Public Records of Lee County, Florida, prior to the recordation of this Easement.

3. **Grant of Easement.** In consideration of the conveyance of the Conveyance Parcels by AmCap to the City to be used for the City's construction of the City Road, City does hereby grant and convey to AmCap and its successors and assigns an exclusive and perpetual easement for stormwater drainage over, across and through the Stormwater System and for retention of stormwater draining from the AmCap Property into the Stormwater Retention Area (the "Easement") up to 0.53 acres of capacity as provided in the Agreement. City shall not grant any additional easements over, across or through the Stormwater Retention System, or convey to any additional parties the right to use or drain to the Stormwater System unless and until additional capacity in the Stormwater Retention Area is constructed.

4. **Construction of and Connection to Stormwater System.** The City shall be responsible for constructing and installing the Stormwater System at the City's sole cost and expense in accordance with industry standards. City shall indemnify AmCap and hold AmCap harmless from any damages, costs (including attorneys' fees) or loss of business by AmCap or its tenants, resulting from the construction and installation of the Stormwater System. AmCap shall be responsible for connecting its stormwater system to the Stormwater System at AmCap's sole cost and expense. This Easement includes all rights of access to the Stormwater System as may be necessary or convenient for AmCap to connect its stormwater system to the Stormwater System (and to maintain its connection to the Stormwater System). City shall provide AmCap with the "as built" Stormwater System plans and specifications at such time as AmCap is ready to connect its stormwater system to the Stormwater System, together with any other information regarding AmCap's proposed connection to the Stormwater System as may be reasonably requested by AmCap.

5. **Maintenance and Operation of the Stormwater System.** The City shall maintain and operate the Stormwater System at its sole cost and expense. Such maintenance and operation of the Stormwater System by the City shall not interfere with the use of the AmCap Property by AmCap or any of AmCap's tenants' uses and operations on the AmCap Property. City shall indemnify and hold AmCap, its successors and assigns, harmless for any damages, costs, losses, including attorneys' fees and costs, as a result of City or its contractors, invitees or employees' interference with AmCap or its tenants' normal and reasonable business operations.

Such maintenance shall be performed by the City so as to keep all stormwater improvements operating in accordance with all applicable permits, approvals, laws, rules and regulations.

6. **Binding Effect.** This Easement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be appurtenant to and binding upon and run with title to AmCap Property and the City Property and any such real property upon which the Stormwater System is located. Upon any conveyance of any part of such land by any owner thereof, such owner shall be released of any further obligations under this Easement accruing from and after such conveyance, as to the land conveyed.

7. **Entire Agreement.** This Easement constitutes the entire agreement between the parties relating to the subject matter hereof.

8. **Severability and Governing Law.** The invalidity of any provision contained in this Easement shall not affect the remaining portions of this Easement, provided that such surviving portions remain consistent with the intent of this Easement and do not violate Florida law, which law shall govern this Easement.

9. **Construction of Terms.** The parties acknowledge that each party has reviewed this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement.

10. **Counterparts.** This Easement may be executed by the parties hereto individually or in combination in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

11. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication (collectively, the "**Notice**") that any party is required, or may desire, to give to or make upon the other party pursuant to this Assignment shall be effective and valid only if in writing, signed by the parties giving such Notice or their counsel, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties as follows (or to such other place as any party may by Notice to the others specify):

CITY:

City of Bonita Beach
9101 Bonita Beach Road
Bonita Springs, FL 34135
Attn: City Attorney_____

With Copy to: Derek Rooney, Esq.
Gray Robinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, FL 33901

AMCAP: AmCap Bonita LLC
333 Ludlow Street
8th Floor, South Tower
Stamford, CT 06902
Attn: Matthew Allen

With Copy to: Heidi Davis Knapik, Esq.
Gunster, Yoakley & Stewart, P.A.
Las Olas Centre
450 East Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301-4206

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

IN WITNESS WHEREOF, this Easement has been executed by the parties on and as of the date first above written.

[Remainder of page intentionally left blank]

CITY:

CITY OF BONITA BEACH

Date Signed: _____

By: _____

Printed Name: Peter Simmons, Mayor

ATTEST:

CITY CLERK

Derek Rooney, City Attorney

Signed, sealed and delivered
in the presence of:

AMCAP:

AMCAP BONITA LLC,
a Delaware limited liability company

(Print Name _____)

By: _____

Printed Name: _____

Title: _____

(Print Name _____)

STATE OF CONNECTICUT)

)SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of AMCAP BONITA LLC, a Delaware limited liability company, on behalf of the company, who is: () personally known to me, or () has produced _____ as identification.

Print Name _____

NOTARY PUBLIC

State of _____

Commission # _____

My Commission Expires: _____

EXHIBIT 1
AmCap Property

EXHIBIT 2

City Property

EXHIBIT 3

City Road

EXHIBIT 4

Stormwater System

EXHIBIT 5

Conveyance Parcels

AGREEMENT

The Parties, City of Bonita Springs ("City") and Angler's Paradise of Bonita Springs, Inc. ("Angler's") agree to resolve their current disputes involving Angler's 27 acre "Project," located at Boston Road and Windsor Road in Bonita Springs and the City's proposed roadway through Angler's property, as follows:

Master Concept Plan, Application for Relief and Proposed Roadway

1. Angler's will re-submit to the City its Application for Relief from the City's current Moratorium (Ord. 17-12). The City will re-institute the processing of Angler's Master Concept Plan ("MCP") (Ord. 09-06), which shall be amended to reflect the applicable provisions of the City's effective Comprehensive Plan and land development regulations, as well as to reflect the City's proposed roadway traversing the Angler's property ("Roadway"). It is understood by Angler's and the City that the land use entitlements granted to Angler's in terms of density and intensity would be consistent and proportionate under City's current land development regime to those enjoyed by Angler's prior to the expiration of the previously approved Zoning Ordinance 09-06 and accompanying MCP, attached hereto as Exhibit "A-1" and "A-2" respectively, any subsequently enacted City Land Development Code provisions to the contrary notwithstanding. The alignment for said proposed Roadway is attached hereto and incorporated herein as Exhibit "B" to this Agreement. It is further understood that as a result of the impacts of the Roadway, the MCP will need to be amended to reflect the new alignment on the Project site and previous MCP; but in any event Angler's will retain suitable access across the Roadway to enable Angler's to extend utilities to its remainder parcel. Upon satisfactory completion by the City of an expedited review of the amended MCP, the City will consider at a public hearing the amended MCP. Neither party shall have any remaining obligations under this Agreement if (a) the Application for Relief is not approved or (b) the securing of the required property from the neighbor pursuant to paragraph 2, below, is not achieved, or (c) the City and the owner of the Publix Shopping Center parcels fail to reach the written agreement contemplated in paragraph 2, below within 150 days following the City's approval of Angler's "Application for Relief," as all three occurrences are mutually exclusive and integral to the purpose of this Agreement.

"Publix Shopping Center" Parcels

2. Prior to the re-submission of Angler's Application for Relief and the administrative processing of its amended MCP, Angler's will secure the agreement of its adjacent neighbor ("the Publix Shopping Center") to convey to the City, at no cost to the City, such portions of the neighbor's property, as are necessary to construct the Roadway ("the Publix Shopping Center parcels"). The legal descriptions of the Publix Shopping Center parcels to be deeded shall be those descriptions attached hereto as Composite Exhibit "C." Contemporaneous with the re-submission of Angler's Application for Relief and the administrative processing of its amended MCP, the deeds to the Publix Shopping Center parcels shall be tendered to an escrow agent mutually agreed to by the City and the Publix Shopping Center. The deeds to the Publix Shopping Center parcels shall be released to the City only after the City and the owner of the Publix Shopping Center parcels have reached a written agreement giving the owner of those parcels rights of drainage into approximately .53 acres of any

new drainage facilities to be constructed by the City concurrent with the new Roadway, at no cost to the owner of the Publix Shopping Center parcels. Thereafter, the deeds shall be released from escrow immediately upon the occurrence of one of the following: (1) the appraisals required by paragraph 3, below, reflect a difference in estimated full compensation due Angler's of less than 50% of the lower appraisal estimate; or (2) the appraisals required by paragraph 3, below, reflect a difference in estimated full compensation due Angler's which is greater than 50% of the lower appraisal, and the valuation issue has been submitted to arbitration; or (3) the City's filing of an eminent domain action pursuant to paragraph 5(c)(3), below.

Valuation of Roadway Through Angler's

3. Angler's and the City shall, within 150 days following the City's approval of Angler's "Application for Relief," simultaneously exchange their respective appraisals of the full compensation due to Angler's for the City's proposed Roadway through Angler's property.

- a. Appraisals by both Parties shall be in accordance with Section 73.071(3), Fla.Stat. (2018) and relevant case law.
- b. The appraisals shall value the land to be acquired for the Roadway (Exhibit "B" hereto) through Angler's property, plus any severance damages to Angler's remainder property suffered as a result of that acquisition.
- c. The DOV for the appraisals shall be the date of appraisal submittal, per paragraph 3 of this Agreement, as both parties shall move forward promptly to complete this task once the City approves the Amended MCP. Notwithstanding, if the City initiates condemnation proceedings pursuant to paragraph 5(c)(3) the appraisals shall be updated to reflect the actual date of taking.

4. Upon receipt of the appraisals, the Parties shall have 10 days to review the opposing Party's appraisal to verify compliance with the agreed upon conditions as set out in paragraph 3, above. In the event of a timely objection in writing, the Parties shall work together in good faith to resolve such objections; but if such objections cannot be resolved within 30 days of the receipt of the written objection, either Party may present such objections for consideration by any Arbitrator appointed pursuant to paragraph 5(b) or (c) below, or by any judge hearing the eminent domain matter contemplated by paragraph 5(c)(3), as the case may be.

Determination of Full Compensation to be Paid

5. The Parties have agreed to alternate methods of determining the amount of full compensation, depending upon the value differences, if any, in the appraisals. In the event the Parties ultimately resolve to a value for the Angler's Property to be conveyed to the City, the Parties agree said conveyance will be "in lieu of condemnation." All appropriate and reasonable costs incurred by Angler's to accommodate changes in Angler's MCP made necessary by the Roadway will be reimbursed to Angler's by the City as part of the "full compensation" due to the owner in an amount not to exceed \$88,000.00.

- a. If the appraisals reflect a difference in estimated full compensation due

Angler's, which differential is less than 5% of the lower appraisal value, then the Parties agree to split that differential evenly with any necessary rounding in favor of Angler's. The Roadway right of way will, upon payment to Angler's, be conveyed immediately to the City by Angler's, along with the escrowed deeds. Said payment shall be made by the City to Angler's within 90 days of conveyance of the deeds.

b. If the estimated compensation difference between the appraisals is greater than 5%, but less than 50% of the lower appraisal estimate, then the issue of full compensation due Angler's shall be submitted to binding arbitration by an independent Arbitrator agreed upon by both Parties. Said arbitration process, including the Arbitrator's determination of award, shall be completed within 60 days of submittal to the Arbitrator, unless the Arbitrator seeks an extension of time for determination which extension shall be no greater than an additional 30 days. The arbitration award shall be paid by the City to Angler's no later than 90 days from the date of the Arbitrator's decision.

c. If the Parties' appraisals reflect a difference in estimated full compensation due Angler's which is greater than 50% of the lower appraisal, neither party shall have any remaining obligations under this Agreement unless both parties agree to submit the valuation issue to arbitration.

(1) In the event both Parties agree to submit the issue of valuation of full compensation for the acquisition of the Roadway through Angler's to non-binding arbitration under this subsection c, then, upon the Arbitrator's determination of the award, each Party shall have 45 days from said determination to advise one another and the Arbitrator whether that Party will accept the arbitrator's compensation decision and cause the City to acquire title to the property for the amount indicated by the arbitration decision.

(2) If both Parties agree to accept the Arbitrator's determination of full compensation due Angler's under this subsection c, then the City shall pay the full amount of that award to Angler's no later than 90 days from the date of the arbitration award.

(3) If either Party opts to reject an Arbitrator's determination under this subsection c, then the City shall initiate eminent domain proceedings for the Roadway, pursuant to Chapters 73 and 74, Fla. Stat. (2018), as soon as practicable thereafter, but no later than 12 months from the date for the arbitration award. In that event, Angler's agrees to not contest the taking of the Roadway right of way, assuming the alignment selected by the City described in Exhibit "B."

Procedural Provisions

6. When title to the Roadway property passes to the City as contemplated herein, upon payment by the City of all sums owing under this agreement, Angler's shall execute a release in favor of the City in a form substantially similar to that attached hereto as Exhibit "D."

7. The attorneys for the Parties will draft such additional documents necessary to effectuate this Agreement.

8. Except as otherwise stated herein, the Parties will each bear their own fees and costs for the Administrative and Arbitration Proceedings.

9. The Parties concur that this Agreement, all discussions concerning this Agreement, and all work product (attorney, appraisal, engineer or otherwise) generated pursuant to this Agreement constitute settlement discussions. In that regard, neither this Agreement, nor the existence of this Agreement, nor any documents or opinions generated pursuant to this Agreement shall be admissible or subject to discovery in any proceeding, civil action, administrative adjudication or other noncriminal proceeding, other than the arbitration contemplated herein.

IN WITNESS WHEREOF, the City and the Angler's have executed this Agreement effective on the date the last party hereto executes below.

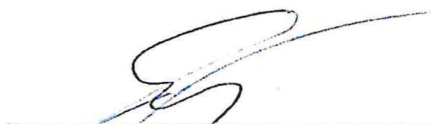
CITY OF BONITA SPRINGS:

Date Signed: 7/17/19


Peter Simmons, Mayor

ATTEST:


CITY CLERK


Derek Rooney, City Attorney

WITNESSES:

Lisa Durand
NAME: LISA Durand
[PRINT/TYPE]

Anthony R Saporito
NAME: Anthony R Saporito
[PRINT/TYPE]

"ANGLER'S":

ANGLER'S PARADISE OF BONITA SPRINGS,
INC.

BY: P. Ronald Saporito
NAME: P. Ronald Saporito
[PRINT/TYPE]
TITLE: monthly member

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 09-06

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST BY ANGLER'S PARADISE OF BONITA SPRINGS TO REZONE FROM AGRICULTURAL (AG-2), RESIDENTIAL MULTIPLE-FAMILY (RM-2), RESIDENTIAL PLANNED DEVELOPMENT (RPD), COMMERCIAL (C1-A) AND COMMERCIAL (CG) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) AND COMMERCIAL PLANNED DEVELOPMENT (CPD); ON LAND LOCATED AT 27641, 27661, 27681, AND 27701 BOSTON ROAD AND 27821, 27861 WINDSOR ROAD, BONITA SPRINGS, FLORIDA, ON 27.5 +/- ACRES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Angler's Paradise of Bonita Springs has filed an application for rezoning 27.5 +/- acres of land from Agricultural (AG-2), Residential Multiple-Family (RM-2), Residential Planned Development (RPD), Commercial (C1-A) and Commercial (CG) to Residential Planned Development (RPD) and Commercial Planned Development (CPD) to allow for 260 residential units, 30,000 SF of retail and office uses and a 160 room hotel/motel; and

WHEREAS, the subject property is located at 27641, 27661, 27681, and 27701 Boston Road and 27821, 27861 Windsor Road, Bonita Springs, Florida, and is described more particularly as:

"See Exhibit A"

WHEREAS, a Public Hearing was advertised and heard on April 17, 2009 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case PD08-BOS00015 who gave full consideration to the evidence available and recommended approval (6-0, with Pastore absent for the vote, but attending morning portion of the land use hearing and expressing support for the project); and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The March 31, 2009 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

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 approves the rezoning with the following conditions.

A. Conditions

1. The development of this project must be consistent with the one page Master Concept Plan entitled "Anglers Paradise RPD/CPD", prepared by Grady Minor and Associates, P.A. stamped received January 29, 2009, except as modified by the conditions below. This development must comply with all requirements of the City of Bonita Springs Land Development Code (LDC) at the time of Development Order Approval, except as granted by deviation as part of this planned development. If changes to the revised Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.
2. The following limits apply to the project and uses:

- a. Schedule of Uses

CPD – COMMERCIAL PLANNED DEVELOPMENT

Accessory Uses
Administrative Offices
Bait and Tackle Shop
Banks and Financial Establishments (Groups I & II)
Boats Parts Store
Business Services, Group I & II
Car Wash
Cocktail Lounge in Conjunction with Restaurant or Hotel/Motel
Clothing Stores, General
Cultural Facilities
Drive-Through Facility for any Permitted Use
Drugstore
Essential Services
Excavation, Water Retention
Food Stores (Group I)
Healthcare Facilities (Groups I through III, Including Assisted Living and Continuing Care Facilities)
Hotels/Motels (160 Rooms with Consumption on Premises)
Insurance Companies
Laundry or Dry Cleaning, Group I
Personal Services (Groups I through IV)
Post Office
Recreational Facilities (Group I)
Rental or Leasing Establishments (Group II and III)
Repair Shops (Group I and II)
Restaurant (Groups I through III) (Consumption on Premises)
Specialty Retail Shops (Groups I through IV)
Used Merchandise Stores (Groups I and II)

RPD – RESIDENTIAL PLANNED DEVELOPMENT

Club, Private
 Consumption on Premises (In Conjunction with Private Club)
 Dwelling Unit (260), Multi-Family, Town Home, Single
 Family, Zero Lot Line
 Entrance Gates and Gatehouse
 Essential Services
 Excavation, Water Retention
 Fences, Walls
 Fishing Piers
 Marina
 Model Units
 Boat Docks and Ramp
 Recreational Facilities, Private On-Site
 Residential Accessory Uses
 Signs, In Compliance with the LDC
 Temporary Sales Office

b. Site Development Regulations

Minimum Area Dimension:	<u>RPD</u>		<u>CPD</u>
	<u>Zero/SF</u>	<u>MF</u>	
Lot Area:	3,500 SF	N/A	20,000 SF
Lot Depth:	100'	N/A	100 FT
Lot Width:	35'	N/A	100 FT
Minimum Building Setbacks:			
Street (External)	25'	25'	25'
Street (Internal)	15'	15'	10'
Riverside Drive	See Condition 20		
Side	0/5'	10'	15'
Rear		15	15'
Principal	15'		
Accessory	10' (Boat Basin 5')		
Accessway	N/A	10'	N/A
Artificial Waterbody	0'	0'	0' (Boat Basin)
	20'	20'	20' (others)
Natural Waterbody	N/A	25'	25'
Separation	0'/10'	15'	10'
RPD/CPD Boundary	N/A	10'	10'
Buildings must be at least 12' from the Boat Basin			
Maximum Lot Coverage:	N/A	40%	50%

Maximum Building Height: 50 feet/4 stories 65 feet*
Over parking (except as identified on the MCP as limited to 45 feet along
the river)*

* Building height measured from FEMA to bottom of building eave.

Minimum Open Space: 40% 40% 20%

3. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the City of Bonita Springs LDC may be required to obtain local development order.
4. Approval of this rezoning does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the City of Bonita Springs Comprehensive Plan provisions.
5. This development must comply with all of the requirements of the LDC at the time of the local development order approval, except as may be granted by deviation approved as part of this planned development.
6. Development must include sidewalks as a site related improvement. Such facilities must be included in local development orders as part of the project's infrastructure, and as part of any vertical development.
7. The development must comply with the commercial lighting standards found in the Land Development Code, Chapter 3. Street, parking lot and building lighting must be shielded so that light is directed downward to reduce spillage to off-site parcels.
8. Prior to local Development Order approval the developer must provide facilities in compliance with the Bonita Springs LDC for the pickup/disposal of solid waste and recyclables. The minimum area required for, and specific locations of, these facilities will be reviewed at the time of local Development Order application for vertical development.
9. The developer will use best efforts to incorporate principles for its building through the Florida Green Building Coalition program, in site design and construction, by emphasizing use of high energy efficiency designs and use of high energy efficient fixtures and appliances where possible. Building materials, both internal and external, will be comprised of durable and recycled materials where possible.

10. Prior to local development order approval, the development order plans must depict the preservation of a minimum of one acre of existing indigenous preserve. Most preserve area is located in the linear buffer areas to help screen the eagles nest from development.
11. Prior to local development order approval, an appearance before the Tree Advisory Board prior to the issuance of a Development Order is required.
12. The project is required to adhere to the species management protocols specified in Listed Species Habitat Management Plan dated January 9, 2009 by Turrell, Hall & Associates, Inc. If management protocols are altered by a BGEPA (Bald and Golden Eagle Protection Act) permit from the US Fish & Wildlife Service or the Florida Fish & Wildlife Conservation Commission, then those species management protocols or permit conditions shall be required.
13. Prior to local development order approval a supplemental planting plan for the proposed 20' - 30' vegetation area along north property line (to help buffer the eagle nest) shall be submitted for review and approval by the City of Bonita Springs Community Development Department.
14. To help provide for more indigenous onsite credit, the Developer shall install a 40' wide indigenous buffer for that portion of the property adjacent to the Imperial River. This buffer shall be planted with native vegetation consistent with species commonly found in our coastal hardwood hammocks and shall be planted in a manner to mimic a natural condition. A variety of tree and understory vegetation shall be planted at a ratio of ten trees and one hundred sixty (160) understory plants per one hundred linear feet (except within the boat basin entrance). The following tree and understory species are recommended for the buffer:

Selected Tree Species: Gumbo Limbo, Strangler Fig, Mangrove, Buttonwood, Lancewood, Willow Busic, Mastic, Pigeon Plum, Jamaican Dogwood.

Selected Understory Species: Simpsons Stopper, White Indigo Berry, Cocoplum, Jamaican Caper, Spanish Stopper, White Stopper Wild Coffee.

Trees shall be at least 15 gallons (apx 6-8' tall), and understory plants shall be 3 gallon (apx 24" tall). A temporary irrigation system shall be required during the initial landscape establishment period and shall be eliminated approximately one year after the material has been planted.

For the RPD parcel located in the southwest portion of the site, consistent with the berm required by the ERP, the applicant will provide landscaping consisting of either five native oaks per 100 linear feet or fifteen palms per 100 linear feet with a 36 inch hedge.

15. The Master Concept Plan shows 5.2 acres of indigenous preserve required, and 1.27 acres provided. A deficit of 3.93 acres exists. The indigenous buffer planting alongside the Imperial River will provide for some of this deficit. The developer will mitigate by providing a 15 foot vegetative buffer, including a water management berm and a privacy wall, along the south portion of the parcel abutting the shopping center property.
16. Prior to local development order a Gopher Tortoise Relocation Permit shall be obtained.
17. Prior to local development order an ACOE dredge & fill permit to dredge the boat basin shall be obtained.
18. Manatee protection and education signs according to the Lee County Manatee Protection Plan shall be required.
19. The development must be consistent with all standards in the Listed Species Management Plan for Anglers Paradise prepared by Turrell, Hall & Associates, Inc., January 9, 2009.
20. Prior to local development order approval, the applicant will grant the City of Bonita Springs a protection easement (limited and non-exclusive) for the property vacated in Resolution 09-46, Riverside Drive, within the Arroyal Subdivision recorded in Plat Book 3 Page 80 of the public records of Lee County, Florida lying within Lots 22, 23, 24, 25 and 26. This is as depicted on the existing Riverside Drive Plat, and is approximately 55' from the approximate mean high water line. Developer will plant and maintain enhanced plantings as indicated in condition 14. Developer commits to not having any boat docks or principal residential structures on the Imperial River abutting this property (except within the boat basin entrance). Principal residential buildings shall be set back 15 feet from the conservation easement. Accessory structures have a 0' setback.

B. Deviations

Deviation 1 is approved, granting relief from Land Development Code Section 3-329E.1.A.I requiring twenty five (25') setback to a local street easement from a water retention setback to a zero feet (0') setback.

Deviation 2 is approved, granting relief from Land Development Code Section 3-329E.1.A.III requiring fifty-foot (50') setback to any private property line for a water retention setback to a twenty-five foot (25') setback.

Deviation 3 is approved, granting relief from Land Development Code Section 3-709.A requiring 60' wide right-of-way with closed drainage and on-road bikeways to a 40' wide right-of-way without on-road bikeways for Boston Road.

Deviation 4 is approved, granting relief from Land Development Code Section 3-415.B requiring 50 percent of open space as onsite preservation of indigenous native vegetation (9.14 ± acres) to provide enhancement and restoration of invaded uplands on-site within landscape buffers and labeled indigenous preserve, subject to condition no. 14.

Deviation 5 is approved, granting relief from Land Development Code Section 3-415, requiring that a RPD provide 40% open space of which 50% must be in the form of existing indigenous vegetation, and that a CPD provide 20% open space of which 50% must be in the form of existing indigenous vegetation at an approximate total indigenous preservation requirement of 5.1 ± acres, to permit the proposed RPD/CPD to provide 1.27 ± acres of enhanced indigenous preservation on-site, subject to condition no. 15.

C. Findings and Conclusions:

Bonita Springs City Council makes the following findings and conclusions:

1. The applicant has proven entitlement to the rezoning to Residential Planned development (RPD) and Commercial Planned Development (CPD) by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.
2. The requested CPD zoning as conditioned:
 - a) meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request;
 - b) is consistent with the densities, intensities and general uses set forth in the City of Bonita Springs Comprehensive Plan (Future Land Use: Goal 1, Objective 1.1 Policy 1.1.9, Policy 1.1.14).
 - c) is compatible with existing or planned uses in the surrounding area; and
 - d) will not adversely affect environmentally critical areas or natural resources.
3. Approval of the request, as conditioned, will not place an undue burden upon existing transportation or planned infrastructure facilities and the site will be served by streets with the capacity to carry traffic generated by the development.
4. Urban services, as defined in the Bonita Springs Comprehensive Plan, are, or will be, available and adequate to serve the proposed land use.

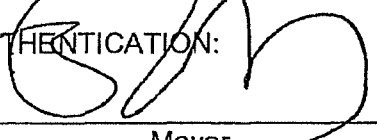
5. As conditioned, the proposed uses are appropriate at the subject location.
6. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.
7. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.
8. The deviations granted:
 - a) enhance the objectives of the planned development; and
 - b) preserve and promote the general intent of the LDC to protect the public health, safety and welfare.

SECTION TWO: EFFECTIVE DATE

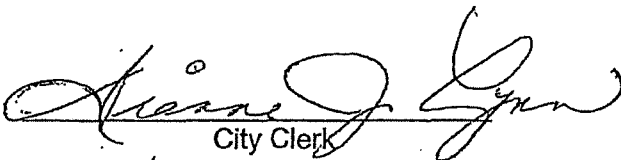
This ordinance shall take effect thirty (30) days from the date of adoption.

DULY PASSED AND ENACTED by the Council of the City of Bonita Springs, Lee County, Florida, this 18th day of May, 2009.

AUTHENTICATION:

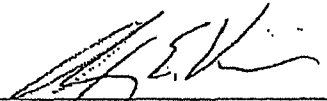


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Vote:

Ferreira	Aye	Nelson	Aye
Lonkart	Aye	Simons	Nay
McCourt	Nay	Spear	Aye
Martin	Aye		

Date filed with City Clerk: 6-1-09

ANGLERS PARADISE RPD/CPD
DCI2005-00044
CASE PD08-BOS00015

EXHIBIT II-B-1
LEGAL DESCRIPTION

PARCEL 1:

O.R. 1037, PAGE 1257 LOTS 22, 23, 24, 25, 26, 56, 61, AND 61-A, OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 235 FEET OF LOTS 24, 25 AND 26, OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 2:

O.R. 2785, PAGE 1631 LOT 69 OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, LESS AND EXCEPT LEGAL DESCRIPTION DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 2007, PAGE 3802, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 3:

O.R. 2406, PAGE 560 LOT 76 OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, LESS AND EXCEPT LEGAL DESCRIPTION DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 2007, PAGE 3843, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 4:

O.R. 3390, PAGE 128 THE NORTH 130 FEET OF TRACT #57, LYING WEST OF U.S. #41, OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 5:

O.R. 3757, PAGE 43 THE SOUTH 100.00 FEET OF LOT 55, LYING WEST OF U.S. 41, ARROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 80, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 6:

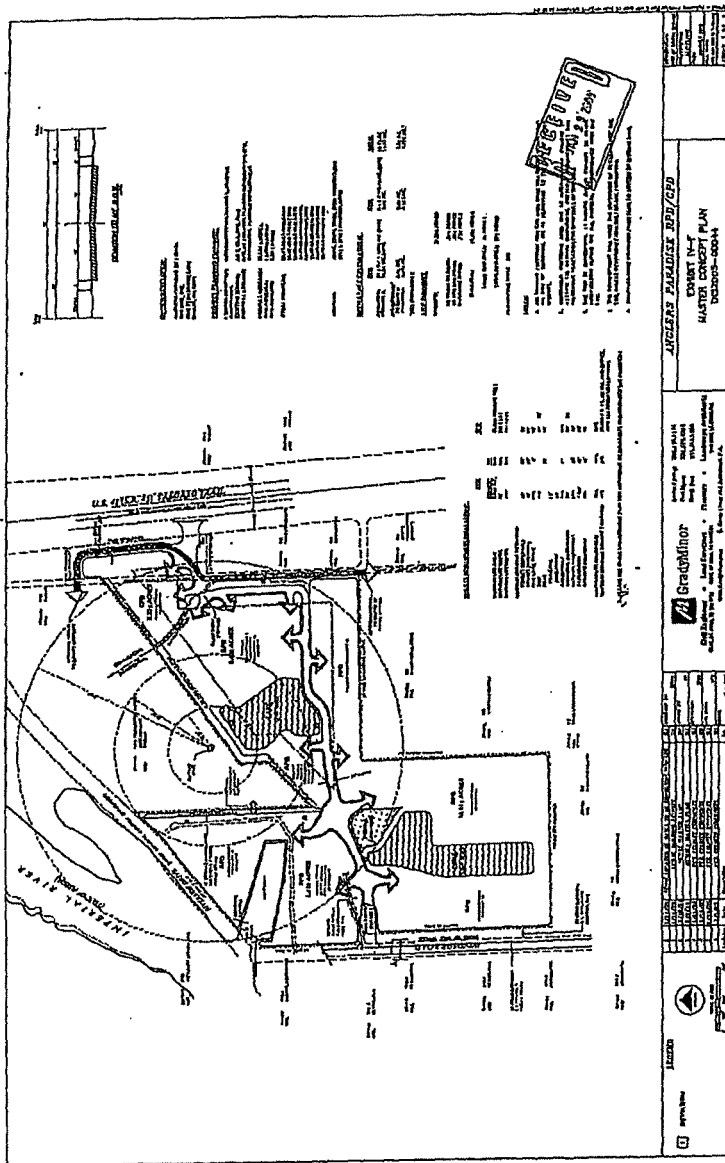
O.R. 3757, PAGE 43 THE NORTH 100.00 FEET OF THE SOUTH 200.00 FEET OF LOT 55, LYING WEST OF U.S. 41, ARROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 80, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

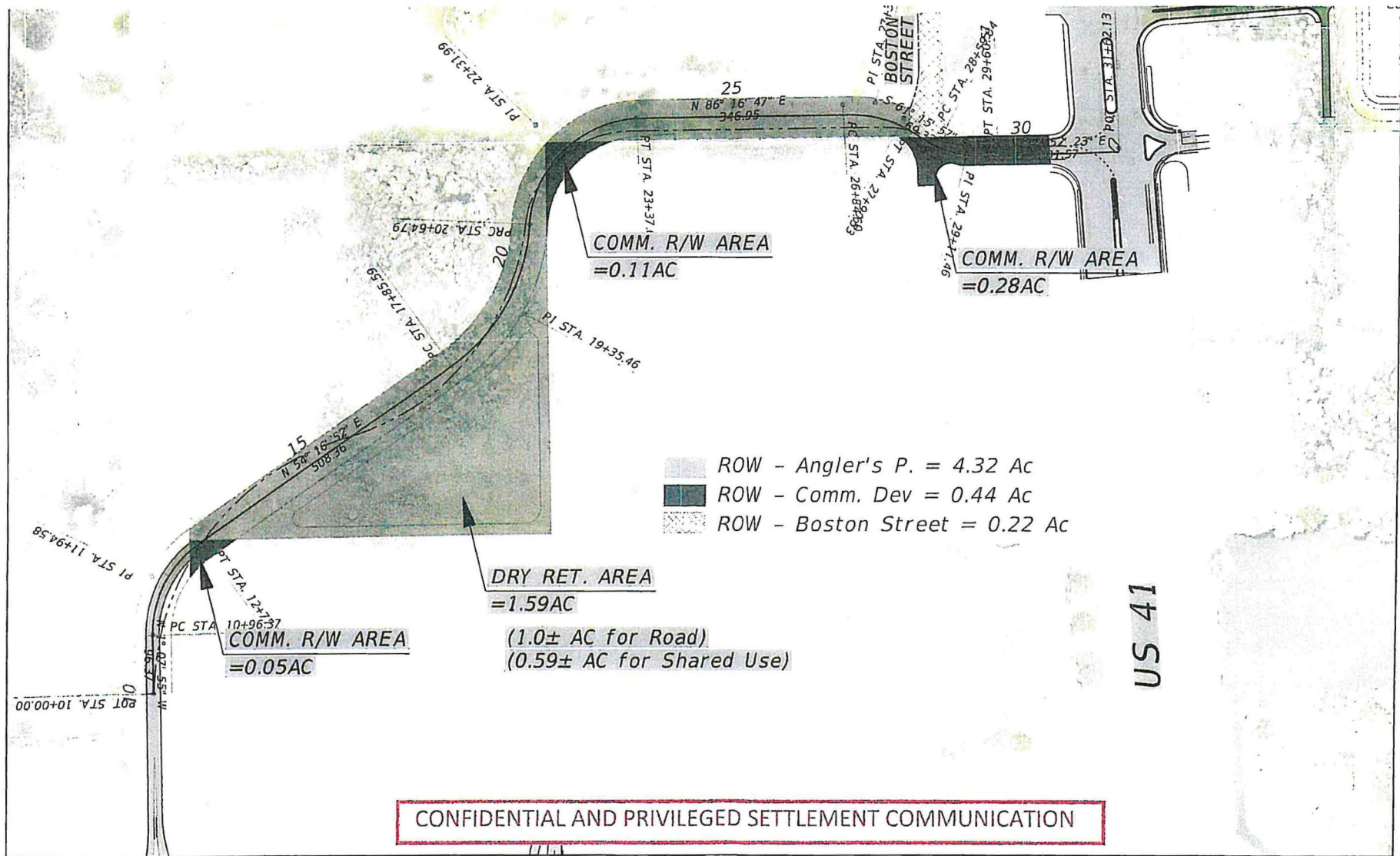
PARCEL 7:

O.R. 3757, PAGE 43 THE NORTH 130 FEET OF LOT 55, LYING WEST OF U.S. 41, ARROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 80, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 8:

THE SOUTH 235 FEET OF LOTS 24, 25 AND 26, OF THAT CERTAIN SUBDIVISION KNOWN AS ARROYAL, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 80, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.





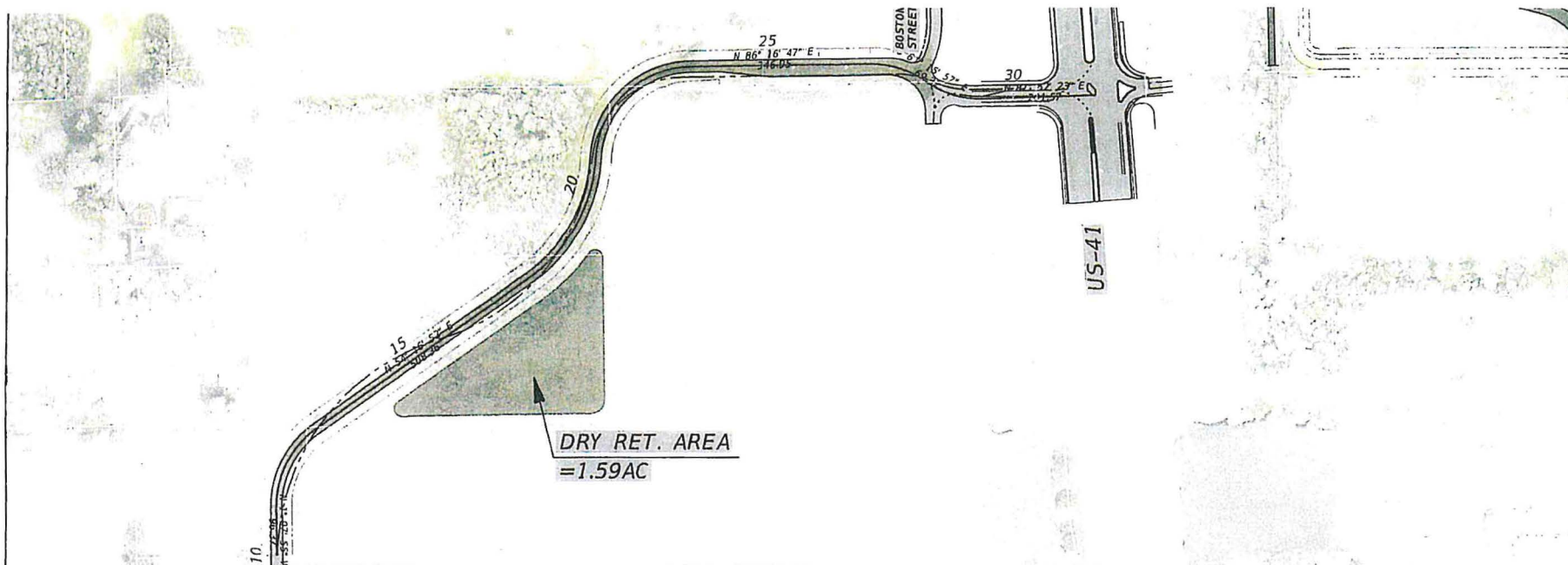
REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NW QUADRANT	SHEET NO. 1-2
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

m.jayakumar

2/16/2018

11:21:43 AM

F:\N\13705H_Bonita_Spring_Misc\TTC\Eng\Sec_CN1_03\13705H_09_US41BR_Alignments



NOTES:

- Estimated SHW Elevation = 6.8'
- Buffer between Pipe and PGL = 2'
- Pipe Diameter = 36"
- Flood Elevation = 10' (Zone AE FEMA)
- Min. Clearance req. = 18" (21" Provided)
- Design PGL max = 11.8' (SHW + Buffer)
- Pavement thickness = 15" (12" Base)

CONFIDENTIAL AND PRIVILEGED SETTLEMENT COMMUNICATION

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			NW QUADRANT	SHEET NO. 2-2
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

**SKETCH OF DESCRIPTION OF
A PORTION OF LOT 85, ARROYAL SUBDIVISION
LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 85 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33, RUN N01°19'46"W ALONG THE WEST LINE OF SAID QUARTER SECTION FOR 660.10 FEET; THENCE LEAVING SAID QUARTER SECTION LINE N89°08'46"E FOR 60.03 FEET TO A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" BEING ON THE EAST LINE OF A 35 FOOT WIDE ROAD EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2007, PAGES 3802 THROUGH 3805, AND THE POINT OF BEGINNING;

THENCE N89°08'46"E ALONG THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026, FOR 76.86 FEET; THENCE S54°16'52"W, DEPARTING SAID NORTH LINE, A DISTANCE OF 46.72 FEET TO THE BEGINNING OF A TANGENT CURE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 157.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°35'19", A CHORD BEARING OF S44°29'13"W, CHORD DISTANCE OF 53.42' FEET, AN ARC DISTANCE OF 53.68 FEET TO THE EAST LINE OF AFORESAID 35 FOOT WIDE ROAD EASEMENT AND THE END OF SAID CURVE; THENCE N01°19'37" W, ALONG SAID EAST LINE, A DISTANCE OF 64.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.050 ACRE, OR 2,176 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

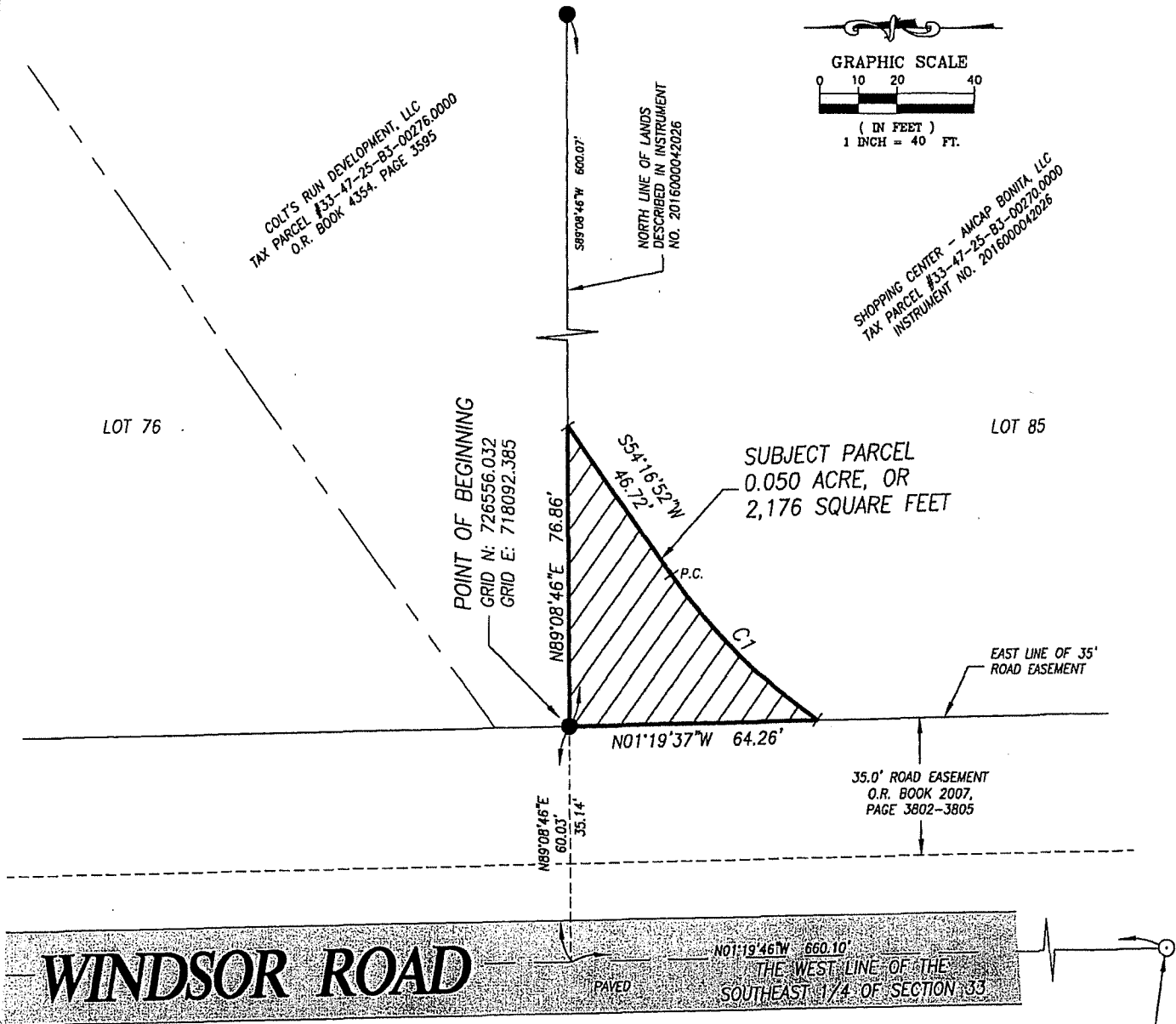
1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

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THIS MAP PREPARED BY:		DAVID S. DAGOSTINO, PSM		COMPUTER FILE: 18095 IT		DRAWING SCALE: NOT TO SCALE		DAGOSTINO & WOOD, INC. Professional Surveying & Mapping 10781 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 352-6085 Website: www.dwsurveys.com		CERTIFIED TO: J.R. EVANS ENGINEERING		JOB NO. 16095	
CERTIFICATE OF AUTHORIZATION NO. 18 095 IT NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		Professional Surveyor & Mapper Fla. License No. 5782		SURVEY DATE: 03/01/2018		REVISION BY:		DESIGNED BY: DSD		FIELD BOOK: N/A		SHEET NO. 1 of 2	

SKETCH OF DESCRIPTION OF A PORTION OF LOT 85, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



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**SKETCH OF DESCRIPTION OF
A PORTION OF LOT 70, ARROYAL SUBDIVISION
LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 70 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 41 (STATE ROAD NO. 45) TAMiami TRAIL WITH THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026, THENCE S89°04'32"W, ALONG SAID NORTH LINE, A DISTANCE OF 191.30 FEET; THENCE S89°07'32"W, ALONG SAID NORTH LINE, A DISTANCE OF 537.95 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 157.00 FEET, AND THE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 68°02'48", A CHORD BEARING OF S36°42'05"W, CHORD DISTANCE OF 175.69 FEET, AN ARC DISTANCE OF 186.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04°47'26", A CHORD BEARING OF S05°04'24"W, CHORD DISTANCE OF 28.42 FEET, AN ARC DISTANCE OF 28.43 FEET TO WEST LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026 AND THE END OF SAID CURVE; THENCE N01°17'35"W, ALONG SAID WEST LINE, A DISTANCE OF 164.21 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°11'21", A CHORD BEARING OF N41°53'07"E, CHORD DISTANCE OF 4.50 FEET, AN ARC DISTANCE OF 4.50 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026 AND THE END OF SAID CURVE; THENCE N89°07'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 108.23 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.110 ACRE, OR 4,808 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

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THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM		COMPUTER FILED: 16093 12	PLANNED SCALE: NOT TO SCALE	 DAGOSTINO & WOOD, INC. Professional Surveying & Mapping 10981 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 352-6085 Website: www.dwsurveys.com	BOOK BY: JC	CERTIFIED TO: J.R. EVANS ENGINEERING	DATE: 16095
COPYRIGHT OF AUTHORIZATION NO. LB 8086 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		DATE: 05/01/2018	REVIEW BY: N/A		DATE: 05/01/2018		REVIEW BY: N/A

SKETCH OF DESCRIPTION OF A PORTION OF LOT 70, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

U.S. HIGHWAY 41 (STATE ROAD NO. 45)
TAMIAMI TRAIL
RIGHT OF WAY WIDTH VARIES

WEST RIGHT OF WAY LINE

POINT OF
COMMENCEMENT
GRID N: 727238.007
GRID E: 719517.956

NORTH LINE OF LANDS
DESCRIBED IN INSTRUMENT
NO. 2016000042026

POINT OF BEGINNING
GRID N: 727226.709
GRID E: 718788.788

SHOPPING CENTER - AMCAP BONITA, LLC
TAX PARCEL #33-47-25-B3-00270.0000
INSTRUMENT NO. 2016000042026

ANGLER'S PARADISE OF
BONITA SPRINGS, INC.
TAX PARCEL
#33-47-25-B3-00222.0000
O.R. 1037, PAGE 1257

LOT 61

SUBJECT PARCEL
0.110 ACRE, OR
4,808 SQUARE FEET

LOT 70

P.R.C. C2

WEST LINE OF LANDS
DESCRIBED IN INSTRUMENT
NO. 2016000042026

LOT 69

LEGEND

- = FOUND 5/8" REBAR AND CAP - MINOR LB 5151"
- ⊙ = FOUND 5/8" REBAR AND CAP - "LB 6896"
- O.R. = OFFICIAL RECORDS BOOK
- C.C.M.B. = COUNTY COMMISSION MINUTES BOOK
- P.C. = POINT OF CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE

LOT 61A

NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION.

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CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD BEARING
C1	68°02'48"	157.00'	186.46'	S36°42'05"W
C2	4°47'26"	340.00'	28.43'	S05°04'24"W
C3	1°11'21"	217.00'	4.50'	N41°53'07"E

SKETCH OF DESCRIPTION OF A PORTION OF LOT 70 AND 71, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 70 AND 71 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 41 (STATE ROAD NO. 45) TAMiami TRAIL WITH THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026, THENCE S04°54'15"E, ALONG THE WEST RIGHT OF WAY LINE OF SAID U.S. 41 (STATE ROAD NO. 45) TAMiami TRAIL, A DISTANCE OF 49.04 FEET; THENCE S89°07'35"W DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 160.65 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°27'31", A CHORD BEARING OF S43°53'50"W, CHORD DISTANCE OF 42.60 FEET, AN ARC DISTANCE OF 47.36 FEET TO THE END OF SAID CURVE; THENCE S01°19'55"E, A DISTANCE OF 2.65 FEET; THENCE S88°40'05"W, A DISTANCE OF 30.00 FEET; THENCE N01°19'55"W, A DISTANCE OF 23.50 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51°23'49", A CHORD BEARING OF N27°01'49"W, CHORD DISTANCE OF 65.05 FEET, AN ARC DISTANCE OF 67.28 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026 AND THE END OF SAID CURVE; THENCE N89°07'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 54.74 FEET; THENCE N89°04'32"E, ALONG SAID NORTH LINE, A DISTANCE OF 191.30 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 0.285 ACRE, OR 12,397 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

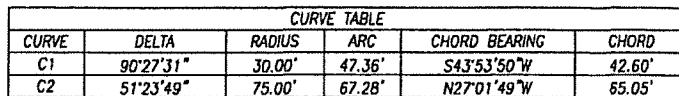
1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

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CERTIFICATE OF AUTHORIZATION NO. LB 8006 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		SURVEY DATE: 05/01/2018	REVISION #: 05/01/2018		REVISION DATE: 05/01/2018	DATE: 05/01/2018
						1 of 2

U.S. HIGHWAY 41 (STATE ROAD NO. 45)
TAMIAMI TRAIL
RIGHT OF WAY WIDTH VARIES



THIS IS NOT A SURVEY

THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM		COMPILED FILE: 10065.13 DATE: 05/01/2019 SIGNATURE DATE: 05/01/2019	DRAWING SCALE: 1"=40' PROJECT #: REVISION DATE:	D&W DAGOSTINO & WOOD, INC. Professional Surveying & Mapping 10981 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 352-6085 Website: www.dswsurvey.com	DRAWN BY: JC CHECKED BY: DSD FIELD BY: N/A	CERTIFIED TO: J.R. EVANS ENGINEERING	JOB NO.: 16095 SHEET NO.: 2 of 2
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SKETCH OF DESCRIPTION OF A PORTION OF LOT 69 AND LOT 76, ARROYAL SUBDIVISION LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 69 AND 76 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33, RUN N01°19'46"W ALONG THE WEST LINE OF SAID QUARTER SECTION FOR 660.10 FEET; THENCE LEAVING SAID QUARTER SECTION LINE N89°08'46"E FOR 60.03 FEET TO A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" BEING ON THE EAST LINE OF A 35 FOOT WIDE ROAD EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2007, PAGES 3802 THROUGH 3805, AND THE POINT OF BEGINNING;

THENCE N01°20'21"W, ALONG SAID EAST LINE, A DISTANCE OF 19.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°25'31", A CHORD BEARING OF N53°34'07"E, A CHORD DISTANCE OF 5.40 FEET, AN ARC DISTANCE OF 5.40 FEET TO THE END OF SAID CURVE; THENCE N54°16'52"E, A DISTANCE OF 506.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 280.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51°36'12", A CHORD BEARING OF N28°28'47"E, A CHORD DISTANCE OF 243.74 FEET, AN ARC DISTANCE OF 252.18 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 38°36'46", A CHORD BEARING OF N21°59'04"E, A CHORD DISTANCE OF 143.49 FEET, AN ARC DISTANCE OF 146.24 FEET TO THE END OF SAID CURVE; THENCE S01°17'35"E, A DISTANCE OF 656.89 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026; THENCE S89°08'46"W ALONG SAID NORTH LINE, A DISTANCE OF 600.07 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.461 ACRES, OR 150,758 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

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THIS MAP PREPARED BY: CERTIFICATE OF AUTHORIZATION NO. 18 8898 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	DAVID S. DAGOSTINO, PSM Professional Surveyor & Mapper Fla. License No. 5762	DRAWING FILE: 16093 1A DATE: 05/01/2018 REVISION DATE: 05/01/2018	DRAWING SHEET: NOT TO SCALE SHEET NO. 010 REVISION NO.	D&W DAGOSTINO & WOOD, INC. Professional Surveying & Mapping 10981 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 352-6085 Website: www.dwsurvey.com	SCALE: 1" = 100' DRAWN BY: DSD CHECKED BY: N/A	CERTIFIED TO: J.R. EVANS ENGINEERING	JOB NO.: 16095 SHEET NO.: 1 of 2
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CERTIFICATE OF AUTHORIZATION NO. LB 6806 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL STAMPED SEAL OF A LICENSED JALLOUIS SUPERVISOR AND MAPPER		REVISION DATE: 05/01/2019		REVISION BY: 	CHECKED BY: JSD			
Professional Surveyor & Mapper No. License No.3782		SURVEY DATE: 05/01/2019		RETURN DATE: 				

**SKETCH OF DESCRIPTION OF
A PORTION OF LOT 61, ARROYAL SUBDIVISION,
LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA**

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 61 OF ARROYAL, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 80, LOCATED IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD AND CAP STAMPED "MINOR LB 5151" AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 41 (STATE ROAD NO. 45) TAMiami TRAIL WITH THE NORTH LINE OF THOSE LANDS DESCRIBED IN INSTRUMENT NO. 2016000042026, THENCE S89°04'32"W, ALONG THE SAID NORTH LINE, A DISTANCE OF 191.30 FEET TO THE POINT OF BEGINNING;

THENCE S89°07'32"W, ALONG SAID NORTH LINE, A DISTANCE OF 646.18 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 217.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 46°38'49", A CHORD BEARING OF N65°48'13"E, CHORD DISTANCE OF 171.83 FEET, AN ARC DISTANCE OF 176.67 FEET TO THE END OF SAID CURVE; THENCE N89°07'37"E, A DISTANCE OF 352.41 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 217.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36°12'47", A CHORD BEARING OF S72°45'59"E, CHORD DISTANCE OF 134.88 FEET, AN ARC DISTANCE OF 137.15 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 157.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03°21'33", A CHORD BEARING OF S56°20'23"E, CHORD DISTANCE OF 9.20 FEET, AN ARC DISTANCE OF 9.20 FEET TO THE END OF SAID CURVE; THENCE S01°24'51"E, A DISTANCE OF 20.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.885 ACRE, OR 38,571 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/NSRS 2011) FLORIDA WEST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET.
2. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

THIS IS NOT A SURVEY

Copyright ©

THIS MAP PREPARED BY: DAVID S. DAGOSTINO, PSM		COMPILED FIELD 18095 FT REVIEWED BY 03/01/2019	ISSUING SCALE NOT TO SCALE REVIEWED BY 03/01/2019	D&W DAGOSTINO & WOOD, INC. Professional Surveying & Mapping 10981 Bonita Beach Road SE, Bonita Springs, FL 34135 Phone: (239) 353-6085 Website: www.dwsurveys.com	CERTIFIED TO: J.R. EVANS ENGINEERING	DATE 16095
CERTIFICATE OF AUTHORIZATION NO. LB 8896 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		Professional Surveyor & Mapper Fla. License No. 5762		DATE 03/01/2019	PREPARED BY N/A	1 of 2

SKETCH OF DESCRIPTION OF A PORTION OF LOT 61, ARROYAL SUBDIVISION, LYING IN SECTION 33, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

U.S. HIGHWAY 41 (STATE ROAD NO. 45)
TAMIAMI TRAIL
RIGHT OF WAY WIDTH VARIES

POINT OF
COMMENCEMENT
GRID N: 727238.007
GRID E: 719517.956
LOT 60
CASCE, INC.
TAX PARCEL
#33-47-25-B3-00260.0020
O.R. BOOK 2778, PAGE 4117
S89°04'32"W 191.30'
S01°24'51"E 20.88'

WEST RIGHT OF WAY LINE

LOT 71

LOT 60

BOSTON ROAD

LEGEND

● = FOUND 5/8" REBAR AND CAP - MINOR LB 5151"

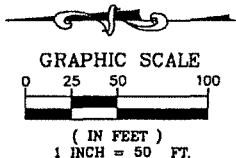
⊙ = FOUND 5/8" REBAR AND CAP - "LB 6896"

O.R. = OFFICIAL RECORDS BOOK

C.C.M.B. = COUNTY COMMISSION MINUTES BOOK

P.C. = POINT OF CURVATURE

P.R.C. = POINT OF REVERSE CURVATURE



POINT OF BEGINNING
GRID N: 727234.920
GRID E: 719326.678

SHOPPING CENTER - AMCAP BONITA, LLC
TAX PARCEL #33-47-25-B3-00270.0000
INSTRUMENT NO. 2016000042026

LOT 56

LOT 61

LOT 70

ANGLER'S PARADISE OF
BONITA SPRINGS, INC.
TAX PARCEL
#33-47-25-B3-00222.0000
O.R. 1037, PAGE 1237

N89°07'37"E 352.41'
SUBJECT PARCEL
0.885 ACRE, OR
38,571 SQUARE FEET
S89°07'32"W 646.18'

NORTH LINE OF LANDS
DESCRIBED IN INSTRUMENT
NO. 2016000042026

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	46°38'49"	217.00'	176.67'	N65°48'13"E	171.83'
C2	36°12'47"	217.00'	137.15'	S72°45'59"E	134.88'
C3	3°21'33"	157.00'	9.20'	S56°20'23"E	9.20'

NOTE:
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

Copyright ©

Prepared by and Return to:
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road; Suite 100
Sarasota, FL 34232
(941) 365-3800

Property Appraiser's Parcel ID (Folio)
Portion of Number: 33-47-25-B3-00270.0000
Parcel Number T1

WARRANTY DEED

THIS INDENTURE is made on this ____ day of _____, 2019, between **AMCAP BONITA, LLC, a Florida Limited Liability Company** ("Grantor"), with full power and authority to protect, conserve, sell, convey, grant, lease, encumber or otherwise to manage and dispose of the real property described herein, whose post office address is 333 Ludlow Street, South Tower 8th Floor, Stamford, CT 06902 and **CITY OF BONITA SPRINGS, a Florida Municipal Corporation** ("Grantee"), whose post office address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135.

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and their successors and assigns forever, all that certain interest in land lying and being in the County of Lee, State of Florida, more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF BY REFERENCE.**

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

TOGETHER with all the tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining (all of the foregoing is hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year above written.

Signed, Sealed and Delivered
in our presence

AMCAP BONITA, LLC, a Florida
Limited Liability Company

Witness Sign

By:

Witness Print

Witness Sign

Witness Print

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, as _____ of **AMCAP BONITA, LLC**, a Florida Limited Liability Company. He ☐ is personally known to me or ☐ has produced _____ as identification and is the person described in and who executed the foregoing instrument and who did/did not take an oath; and he acknowledged before me that he executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

Notary Public

Print name: _____

My commission expires: _____

Prepared by and Return to:
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road; Suite 100
Sarasota, FL 34232
(941) 365-3800

Property Appraiser's Parcel ID (Folio)
Portion of Number: 33-47-25-B3-00270.0000
Parcel Number T2

WARRANTY DEED

THIS INDENTURE is made on this ____ day of _____, 2019, between **AMCAP BONITA, LLC, a Florida Limited Liability Company** ("Grantor"), with full power and authority to protect, conserve, sell, convey, grant, lease, encumber or otherwise to manage and dispose of the real property described herein, whose post office address is 333 Ludlow Street, South Tower 8th Floor, Stamford, CT 06902 and **CITY OF BONITA SPRINGS, a Florida Municipal Corporation** ("Grantee"), whose post office address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135.

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and their successors and assigns forever, all that certain interest in land lying and being in the County of Lee, State of Florida, more particularly described as follows:

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TO HAVE AND TO HOLD the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year above written.

Signed, Sealed and Delivered
in our presence

AMCAP BONITA, LLC, a Florida
Limited Liability Company

Witness Sign

By:

Witness Print

Witness Sign

Witness Print

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, as _____ of AMCAP BONITA, LLC, a Florida Limited Liability Company. He ☐ is personally known to me or ☐ has produced _____ as identification and is the person described in and who executed the foregoing instrument and who did/did not take an oath; and he acknowledged before me that he executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

Notary Public

Print name: _____

My commission expires: _____

Prepared by and Return to:
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road; Suite 100
Sarasota, FL 34232
(941) 365-3800

Property Appraiser's Parcel ID (Folio)
Portion of Number: 33-47-25-B3-00270.0000
Parcel Number T3

WARRANTY DEED

THIS INDENTURE is made on this ____ day of _____, 2019, between **AMCAP BONITA, LLC, a Florida Limited Liability Company** ("Grantor"), with full power and authority to protect, conserve, sell, convey, grant, lease, encumber or otherwise to manage and dispose of the real property described herein, whose post office address is 333 Ludlow Street, South Tower 8th Floor, Stamford, CT 06902 and **CITY OF BONITA SPRINGS, a Florida Municipal Corporation** ("Grantee"), whose post office address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135.

(Wherever used herein the terms "grantors" and "grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and their successors and assigns forever, all that certain interest in land lying and being in the County of Lee, State of Florida, more particularly described as follows:

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And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

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Signed, Sealed and Delivered
in our presence

AMCAP BONITA, LLC, a Florida
Limited Liability Company

Witness Sign

By:

Witness Print

Witness Sign

Witness Print

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, as _____ of AMCAP BONITA, LLC, a Florida Limited Liability Company. He ☐ is personally known to me or ☐ has produced _____ as identification and is the person described in and who executed the foregoing instrument and who did/did not take an oath; and he acknowledged before me that he executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this _____ day of _____, 2019.

Notary Public

Print name: _____

My commission expires: _____

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") is executed and delivered as of this ____ day of _____, 20____ (the "Effective Date") by ANGLER'S PARADISE OF BONITA SPRINGS, FLORIDA, INC., a Florida corporation, and Ron Sabatino, individually (collectively, "ANGLER'S PARADISE"), to the CITY OF BONITA SPRINGS, a Florida municipal Corporation (the "CITY").

Recitals

WHEREAS, Angler's Paradise owns certain real property (the "Subject Property") which is proposed to be developed by Angler's Paradise, or its assigns, into a mixed Residential Planned Development and Commercial Planned Development (the "Angler's Paradise Project") pursuant to a Master Concept Plan ("MCP") approved by the City in May 2009, per Zoning Ordinance 09-06; and

WHEREAS, Angler's Paradise and the City have recently been engaged in certain disputes regarding the Angler's Paradise Project and its MCP, which disputes include, but are not limited to, the Angler's Paradise Application for Reinstatement of the MCP, and the expeditious processing of said MCP; and

WHEREAS, in response to the City's adoption of certain amendments to its Comprehensive Plan, which impact the Subject Property, Angler's Paradise timely filed a Petition for Formal Administrative Hearing before the Florida Department of Administrative Hearings, styled Angler's Paradise of Bonita Springs, Inc. v. City of Bonita Springs, Florida, Case No. 17-003252GM, (the "Administrative Challenge"), wherein Angler's Paradise asserted, among other arguments, that the City's adopted amendments to its Comprehensive Plan are not in compliance with Chapter 163, Florida Statutes (2017); and

WHEREAS, the City has enacted a temporary moratorium, Ordinance 17-12, as extended by Ordinance No. 18-08, which ordinance prevents City action on private development orders within the limited area of the moratorium, effective from July 21, 2017 through May 21, 2019, and which ordinance provides for the extension of said moratorium at the determination of the City Council; and

WHEREAS, Angler's Paradise has, on July 31, 2017, filed an Application for Relief from Ordinance 17-12, pursuant to Section 6, thereof, the Remedy Provision (the "Application for Relief"); and

WHEREAS, the City is considering a new roadway improvement which would require the acquisition of a portion of the Subject Property by the City (the "Reliever Road"); and

WHEREAS, the Angler's Paradise and the City have agreed to resolve the outstanding legal issues described above by entering into an agreement set forth in the Agreement executed by Angler's Paradise on July _____, 2019, and ratified by the City in open session on July _____, 2019 ("Agreement"), which Agreement is intended to bind the Parties, their assigns, officers,

employees, and affiliates, to the extent permitted by law; said Agreement is attached hereto as Exhibit "A."

NOW THEREFORE, in consideration of the CITY's payment to ANGLER'S PARADISE in the amount of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ANGLER'S PARADISE, ANGLER'S PARADISE witnesses as follows:

Release

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated fully herein, as material terms, as are the terms of the Agreement, together with the exhibits referenced therein.

2. **RELEASE.** ANGLER'S PARADISE, on behalf of itself, its directors, owners, and any predecessor, successor, and their respective heirs and assigns (all of the foregoing being collectively referred to as "Releasors"), jointly and severally, does hereby and for anyone claiming by or through or under each of them, fully remise, release, acquit, and forever discharge the City, in addition to and together with its affiliates, directors, officers, employees, agents, partners, Council members, managers, and each of their respective successors, heirs and assigns (all of the foregoing being collectively referred to as "Released Parties"), jointly and severally, of and from any and all rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, whether arising at law or in equity, which Releasors may have had, may now have, or may hereafter have, against the said Released Parties, by reason of any matter, cause, happening or thing, from the beginning of time, occurring prior to and including the date of this General Release arising in connection with the matters addressed in the Recitals above, including the Administrative Challenge, the Application for Relief, the Reliever Road, the Agreement and any attachments to the Agreement.

2. **LIABILITY DENIED.** It is understood and agreed that the receipt by the Releasors of the consideration recited in Paragraph 2 and the execution of this Release is not to be considered an admission of liability on the part of any of the persons released, but is in full settlement of disputed claims on which liability has been and is denied.

3. **FINALITY OF RELEASE.** It is intended by Releasors by this Release for each party hereto to forever remise, acquit, waive, release and forever discharge Released Parties of and from all claims, demands for losses, injuries and damages, rights known or unknown, direct or indirect, arising from the matters described in this Release, and from any other matter occurring prior to the date of this Release, it being understood that all rights which Releasors or any person claiming by or through Releasors as of the date of this Release, shall be forever released, remised and acquitted, and Releasors and such persons shall be forever barred from bringing or asserting the same in their own name or names, jointly with or through any person, natural or corporate, for or upon or by reason of any act, matter, transaction, cause or thing whatsoever, from the beginning of the world to the date of these presents, arising in connection with the matters addressed in the Recitals above, including the Administrative Challenge, the Application for Relief, the Reliever Road, the Agreement and any attachments to the Agreement .

4. This General Release is not intended to bar the Releasor(s) from seeking all relief envisioned by the terms of the attached Agreement, Exhibit "A;" or in any necessary litigation to enforce or interpret this instrument.

5. ATTORNEYS' FEES. In connection with any litigation to enforce or interpret this instrument, the prevailing party shall be entitled to recover its reasonable attorneys' fees, legal assistant's fees, and the costs and expenses of litigation, in addition to any other relief allowed by law.

IN WITNESS WHEREOF the undersigned has executed and delivered this Release as of the Effective Date.

ATTEST:

Angler's Paradise of Bonita
Springs, Florida, Inc., and
Ron Sabatino, individually

WITNESSETH:

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

AGENDA ITEM SUMMARY

REQUESTED MOTION: Distribution of the City's draft Emergency Operations Plan and overview of the City's Emergency Management activities in preparation of hurricane season.

MEETING DATE: February 19, 2020

AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
PRESENTATIONS	STATUTE	Arleen Hunter City Manager
CONSENT	ORDINANCE	
PUBLIC HEARING	ADMIN. CODE	
MAYOR AND COUNCIL MEMBER ITEMS	OTHER	
MAYOR AND COUNCIL MEMBER'S REPORTS		Carly Sanseverino Staff Attorney
CITY ATTORNEY ITEMS		
X CITY MANAGER ITEMS		

BACKGROUND:

At this time, the City's Emergency Operation Plan is being provided to Council for informational purposes prior to its formal adoption. The policies and procedures contained in the EOP are in alignment with the County's emergency management operations and have been reviewed by the Director of Lee County Public Safety – Emergency Management, for consistency with the Lee County plan. Staff will be bringing forward a resolution adopting the EOP in accordance with FEMA guidelines in March. Should Council wish to discuss the EOP, staff will be available to answer any questions and address any concerns that you may have prior to your next meeting.

Staff will also be proposing an ordinance for your consideration to amend certain provisions of our Administrative Regulations Guide regarding emergency pay for personnel who are required to work during an emergency or natural disaster. The revised language is recommended to strengthen our eligibility for FEMA funding for administrative costs. The pertinent section is attached hereto for Council's review.

Additionally, staff is coordinating with our community partners to provide an overview of emergency management updates to present to Council prior to the start of hurricane season. The planning of staff's annual training activities are also underway. These activities are both internal and in conjunction with the Lee County EOC training and preparation activities.

Attachments: Draft Emergency Operations Plan
Revised Emergency Pay Provisions

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO

IF YES, WHICH STRATEGIC OBJECTIVE? #6 Strengthen City Finances

STAFF RECOMMENDATIONS: Receive the information.

VIEWED BY:

City Manager:

City Attorney:

City Clerk:

Department Director:

COUNCIL ACTION:

☐ **APPROVED**
☐ **DENIED**
☐ **DEFERRED**
☐ **OTHER**



CITY OF BONITA SPRINGS EMERGENCY OPERATIONS PLAN

DRAFT

2020

DRAFT FOR DISCUSSION PURPOSES ONLY

EXECUTIVE SUMMARY

The City of Bonita Springs Emergency Operations Plan (EOP) has been compiled as a guide for the City's preparation for and response to an emergency or disaster. This EOP utilizes a methodology that parallels the National Response Framework, as well as the State and County Emergency Plans, and is designed to provide a framework for the City of Bonita Springs to effectively prepare for and respond to the effects of an emergency or disaster in the most efficient and safe manner possible. Upon a declaration of State of Emergency by the County or State, the procedures and protocols set forth here are intended to complement the lead agency coordinating incident management.

While severe weather such as a tropical storm or a hurricane can cause the most wide-spread damage and potential for loss of life and damage to property, smaller events with less warning, such as hazardous material spills, tornadoes, or fires, need to be considered as well so that the City and its staff can be as well-prepared as possible.

The first part of this EOP is the basic plan, and provides an explanation of the purpose, scope, and methodology used for the planning, direction and control, organizational structure, standard operating procedures, etc.

Departmental plans are developed separately from the adopted EOP and are designed to be updated and enhanced by the respective Department Directors and their subject matter experts. Checklists of equipment, responsibilities, and other summaries are included therein and intended to be a resource available to City employees. Details and procedures contained in these departmental plans are often of critical importance to the safety of City employees and the efficiency of the overall plan because of the local knowledge and information that they contain. As such, special attention must be paid to their maintenance, accuracy, completeness, and security.

This plan is designed to provide a basis for City leaders and staff to manage a program that allows for a coordinated and logical approach to community preparedness. In order for this plan to be effective, it must be read and understood by those who will be tasked with implementing it when needed. All City employees shall receive a copy of this plan upon initial hire, and updated copies shall be distributed upon completion of each annual review cycle.

This is this official Emergency Operations Plan of the City of Bonita Springs and shall supersede all previous plans upon its adoption.

Arleen M. Hunter
City Manager

Table of Contents

Executive Summary

Basic Plan

I.	Introduction.....	4
	a. Purpose	
	b. Scope	
	c. Methodology	
II.	Situation Overview.....	5
	a. Geographic Information	
	b. Hazard & Threat Analysis	
	c. Capabilities Assessment	
III.	Concept of Operations.....	7
	a. Activation Levels	
	b. Organization, Direction, and Control	
IV.	Preparedness Activities.....	9
	a. Training and Exercise	
	b. Public Awareness and Education	
V.	Response & Recovery Processes.....	12
	a. Overview	
	b. Incident Command Structure	
	c. Planning & Operations	
	d. Communications & Coordination	
VI.	Administration, Finance, and Logistics.....	16
	a. Financial Management	
	b. Resource Procurement and Documentation	
	c. Resource Request Process	
	d. Points of Distribution	
	e. Fuel Supply	
VII.	Plan Development and Maintenance.....	19
	a. After Action Reports	
	b. Annual Review Cycle	

Appendices:

Appendix A: City of Bonita Springs Boundary Map

Appendix B: Lee County Evacuation Zone Map

Appendix C: City of Bonita Springs Organizational Chart

Appendix D: The Incident Action Planning Process

Appendix E: Disaster Accounting Forms

I. INTRODUCTION

Purpose

The purpose of the Emergency Operations Plan (EOP) is to provide the City of Bonita Springs with structured guidance regarding the necessary measures in all phases of emergency management in accordance with the guidelines set forth by the Federal Emergency Management Agency (FEMA). The plan is a flexible framework that is designed to provide:

- A systemic and thorough protocol to follow while preparing for, responding to, and mitigating the effects of emergencies such as tropical storms, hurricanes, tornadoes, hazardous materials incidents, terrorism, and other major and minor events impacting the City of Bonita Springs;
- Established protocols for each operational phase of emergency operations in order for staff to transition between phases in an orderly manner and with the ability to manage the potential impact of a tropical storm or hurricane;
- The integration of necessary actions into an Incident Command System (ICS);
- Organized coordination with Lee County and the State of Florida's government responses before, during, and after the emergency incident;
- Recovery and mitigation programs that contribute to disaster resiliency and accelerated recovery so that our community can return to normalcy as soon as possible;
- Prearranged contractual services that augment existing resources with assistance and equipment for pre- and post-recovery activities in accordance with State and Federal regulations.

City Departments are expected to develop and update detailed plans and procedures for the implementation of the guidance contained in this EOP. All plans and procedures should be formed in consideration of the Lee County Comprehensive Emergency Management Plan, the State of Florida Comprehensive Emergency Management Plan, Chapter 252 of the Florida Statutes, Rule 9G-6 of the Florida Administrative Code, and the Federal Robert T. Stafford Act.

Scope

This EOP has been developed to provide guidance and direction to the City Administration, elected officials, and City staff to prepare for, respond to, recover from, and mitigate the effects of natural and manmade disasters and emergency situations. This plan operates on the premise that, upon declaration of a State of Emergency by either the County or the State, the City shall operate as a support agency to the overall emergency management efforts of the Lee County Emergency Operations Center (EOC). The EOC shall serve as the initial venue from which to coordinate emergency response decisions and directions. Once these activities are focused on a specific function – for example, debris removal – long term recovery will be managed directly by the

DRAFT FOR DISCUSSION PURPOSES ONLY

pertinent City department. Mitigation measures are addressed through Lee County's Local Mitigation Strategy meetings and through rebuilding initiatives associated with damaged facilities. The City maintains and will continue to maintain an active role in the County's ongoing mitigation strategy efforts.

Methodology

This EOP was developed by updating and elaborating existing City protocols and by collaborating with each City Department to outline and document internal procedures. The procedures and guidelines described herein are intentionally designed to be flexible in order to remain applicable and adaptable in virtually any emergency context. These guidelines can be implemented by the City independently or in conjunction with County, State, and Federal procedures.

II. SITUATION OVERVIEW

Geographic Information

The City of Bonita Springs is comprised of approximately 41 square miles – 35.3 square miles of land with 5.7 square miles of water - located in the southwest portion of Lee County along the southwest coast of Florida. It is bordered by the Village of Estero to the north, unincorporated Lee County to the east, unincorporated Collier County to the south, and the Gulf of Mexico to the west.

Bonita Springs is located at a latitude of 26°20'59"N and a longitude of 81°47'27"W. The elevations range from sea level to approximately 15 feet National Geodetic Vertical Datum (NGVD). The Imperial River flows east to west through the southern third of the City and empties into Estero Bay. The City is traversed by U.S. 41, which runs north and south through the western area of the City, and by I-75, which runs north and south through the eastern portion of the City. The City's main lateral arterial road is Bonita Beach Road, which runs along the southern portion of the City from Barefoot Beach to the City's eastern boundary.

According to the 2010 U.S. Census Bureau, the City of Bonita Springs has an estimated population of 43,914 people.

Hazard and Threat Analysis

Tropical weather is one of the most likely disaster incidents to affect the City of Bonita Springs. In fact, since 1857, there has been either a tropical storm or hurricane pass within 60 nautical miles of the City every two years, on average. Past storms that have impacted Lee County and the City of Bonita Springs include: major hurricanes in 1910 and 1926; Hurricane Donna in 1960; Tropical Storm Bob in 1985; Hurricane Andrew in 1992; Tropical Storm Gabrielle in 2001; Hurricane Wilma in 2005; and Hurricane Irma in 2017. There have also been several unnamed storms that caused severe flooding events that impacted traffic patterns and disrupted local businesses.

The City of Bonita Springs is particularly vulnerable to hurricane storm surge with most home and businesses elevated only 9 to 11 feet above sea level. Due to this vulnerability, Bonita Springs is normally included in a mandatory evacuation zone even for Category 1 hurricanes. A Category 1 hurricane can produce a storm surge that would inundate large portions of the City, causing coastal erosion and major flooding in both residential and commercial areas.

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Tropical storms and hurricanes are also often accompanied by significant rainfall in a relatively short period of time. While there may be areas unaffected by storm surge, it is possible that those areas could receive damaging flooding from heavy rains. Additionally, hurricanes often cause other natural hazards like tornadoes and microbursts that can cause significant damage to any part of the community.

The high winds that accompany such storms and tornadoes are also a great concern due to their ability to damage homes, businesses, and infrastructure as well as leaving behind large amounts of debris. Older buildings and manufactured homes are particularly susceptible to high winds. Such structures require particular attention and precautions. High winds can also disrupt commercial electric and utility services, which is of special concern to the elderly and persons who are dependent on electricity for their well-being. During the aftermath of a storm, hazardous amounts of debris create additional problems by isolating areas from emergency services and preventing the restoration of the power system and other public services.

In addition to the aforementioned tropical weather-related incidents, the City of Bonita Springs is also susceptible to the following hazards:

- Agricultural freeze
- Airplane/airport Accident
- Civil Unrest
- Coastal Erosion
- Drought or Water Shortages
- Exotic Pests
- Gas Pipeline Rupture
- Hailstorms
- Hazardous Material incidents
- Highway Accidents
- Mass Casualty Incidents
- Mass Migration
- Oil Spill
- Pandemic Illness
- Power Failure
- Radiological (transport)
- Sinkhole/Subsidence
- Terrorism (bio and non-bio)
- Urban Fire
- Wild Fire
- Wind Storm

City staff and local citizens must also consider the following additional threats caused by any disaster of significance:

- Dislodged fuel tanks
- Disruption or destruction of water and sewer systems
- Limited food supplies
- Loss of electricity and downed live wires
- Lack of sanitary facilities and potable water
- Damaged or blocked bridges and roads
- Waterway debris, including sunken and disabled boats
- Inaccessibility to emergency services (EMS, Fire, Police, Hospitals)

Capabilities Assessment

The City maintains a government-lite philosophy, which means that many essential functions are outsourced. As such, the City maintains Mutual Aid Agreements and Memorandums of Understanding with various entities for assistance during emergencies. The City relies upon Lee County EMS, Lee County Sheriff's Department, and the Bonita Springs Fire Control & Rescue District for emergency response services in accordance with executed interlocal agreements.

Additionally, Lee County maintains a state-of-the-art EOC approximately 20 miles north of the City of Bonita Springs located at 2675 Ortiz Avenue, Fort Myers, Florida 33905, which provides augmentation and support to the City's resources, as well as linkage to State and Federal agencies and their resources. The Bonita Springs Fire Station #4 located at 27701 Bonita Grande Drive, Bonita Springs, Florida 34135 is designated as the primary South Geographic Disaster Response Division of Lee County's EOC operations. The Village of Estero's Fire Station #43 located at 21500 Three Oaks Parkway, Estero, Florida 33928 is designated as the secondary South Geographic Disaster Response Division.

III. CONCEPT OF OPERATIONS

This EOP is based on the National Incident Management System (NIMS) principle that the City bears the initial responsibility for its disaster preparedness, response, recovery, and mitigation. As a corollary to this principle, each level within the City's government will accomplish the functions for which it is responsible, requesting relief from other City departments or other agencies or government entities only after resources at that level are inadequate to respond to the emergency. Requests for County support and assistance can be requested at any time, but will be initiated independently by the County only after a State of Local Emergency has been declared by the City or the County in accordance with its Codes and Laws.

The City of Bonita Springs can declare a State of Emergency in accordance with the provisions set forth in Section 14-42 of the City's Code of Ordinances. Likewise, Lee County can declare a Local State of emergency, which would include the City of Bonita Springs, in accordance with Section 13 ½ - 35 of the Lee County Code of Ordinances.

A comprehensive approach is needed for standardizing and synchronizing the planning and operations for an efficient and effective organizational approach to managing a local emergency or disaster. While some situations are more demanding than others, this plan is designed to be scalable, flexible, and compatible with existing plans and procedures at both of the local levels (City and County) as well as with existing State and Federal protocols.

Activation Levels

- **LEVEL 3 ACTIVATION: MONITORING**

This is the City's normal operational posture; i.e. monitoring local, state, and world events while responding to the community's routine needs. Plans, procedures, training and supplies inventory should be reviewed and updated as needed, and remain ready for activation upon detection of a threat.

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- **LEVEL 2 ACTIVATION: POTENTIAL EMERGENCY OR THREAT OF STORM IMPACT**

Partial Activation – Initial preparedness and response actions undertaken; equipment and personnel ready to deploy; Emergency Operations Center partially activated.

- **LEVEL 1 ACTIVATION: LIKELY THREAT OR IMMINENT STORM IMPACT**

Full activation – Emergency situation is occurring, Tropical Storm or Hurricane Watch/Warning has been issued, or State of Emergency (Local, County, or State) has been declared. The City's ICS is staffed and emergency management plans are being implemented under the direction of the Incident Commander. All Departments are at full readiness, and personnel and equipment are ready to deploy.

- **DEACTIVATION:** The Incident Commander will make the decision regarding deactivation jointly with City leadership and key personnel. It is recommended to deactivate in phases and to release personnel as they are no longer needed. The decision of when to release personnel and other resources should be made only after discussion with on-scene commanders. The deactivation of resources shall be included in the daily Situation Report and communicated to the EOC.

Organization, Direction, and Control

The level of response to any minor, major, or catastrophic disaster will correlate directly to the size and scope of the incident. Minor incidents are typically handled directly by first responders, requiring no activation of the City's Incident Command Structure (ICS).

Expanding incidents may necessitate partial or full activation of the City's Incident Command Structure. This plan will be implemented as the situation warrants in accordance with operational priorities indicated by the Incident Commander to include:

1. Life, safety, and health;
2. Property protection;
3. Environmental protection;
4. Restoration of essential utilities;
5. Restoration of essential program functions; and
6. Coordination among appropriate stakeholders.

Upon declaration of an emergency, the City's organizational structure (see Appendix C) shall take the form of its predetermined Incident Command Structure, which is depicted on page 13. The ICS may be activated as either a "Command" entity or as a "Support" entity. The ICS shall serve as a single Command element for the local emergency operations, subject to resource needs. In the event that the incident requires multiagency coordination, the ICS shall be activated as a "Support" entity.

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The ICS will be activated at the direction of the City Manager, or her designee, after consultation with the Mayor, Councilmembers, City Attorney and appropriate staff members. In a sudden emergency event such as a tornado, terrorist attack, or major aircraft incident, the City Manager may direct the ICS to activate immediately and coordinate the notification of senior officials as the situation dictates. The Incident Commander shall be responsible for the organization and staffing of the ICS for the duration of the disaster/emergency and for managing overall incident response efforts.

When the ICS is activated, or when otherwise directed, the following staff members and all necessary partners and liaisons shall be immediately contacted to report to City Hall, or other designated location, for an initial incident briefing:

- City Manager
- Assistant City Manager
- LCSO Liaison
- Fire Chief
- City Attorney
- Staff Attorney
- Communications Director
- Parks & Recreation Director
- Public Works Senior Project Manager
- Finance Director
- Neighborhood Services Manager
- Code Enforcement Supervisor
- Director of Administrative Services
- Director of Community Development
- City Clerk

The City Manager's Office is the lead department for ensuring that the City government is poised to manage an emergency situation within the City limits, and the Neighborhood Services Manager shall be the central point of contact for development and maintenance of the EOP.

IV. PREPAREDNESS ACTIVITIES

Training & Exercise

Certain National Incident Management System (NIMS) training is required under Homeland Security Presidential Directive 5 (HSPD-5) as a condition to receive federal funding, contracts, grants, and reimbursement of disaster recovery costs. FEMA's National Integration Center maintains the *NIMS Training Program* and establishes the minimum training standards for credentialing personnel and equipment. Under the *NIMS Training Program*, the City's essential personnel must complete training based on their ICS roles, as well as in consideration of the Incident Complexity (Type 1, 2, 3, 4, or 5) that the region will likely face.

To become and remain eligible to receive disaster-related Federal funds, each department tasked within this plan shall be trained (and maintain such training) to fulfill the requirements of the National Incident Management System (NIMS) commensurate with the role assigned to each. The training courses required hereunder are intentionally aligned with those required by Lee County.

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The City Clerk's Office shall maintain a roster of trained personnel, including the type of training and date received, for all essential personnel. Department directors are responsible for ensuring that employees are properly trained in their emergency job duties, which includes certain baseline National Incident Management System (NIMS) and Incident Command System (ICS) courses promulgated by FEMA's Emergency Management Institute.

Directors shall classify each employee in accordance with the following tiered training schedule and ensure all training requirements have been completed prior to May 1st of each year:

Tier 1. All essential employees:

- IS-100 Introduction to Incident Command System (ICS)
- IS-700 NIMS: An Introduction

Tier 2. Section leaders and field operations:

- IS-100 Introduction to Incident Command System (ICS)
- IS-700 NIMS: An Introduction
- IS-200 ICS for Single Resources and Initial Action Incidents

Tier 3. Senior management and executive decision makers:

- IS-100 Introduction to Incident Command System (ICS)
- IS-700 NIMS: An Introduction
- IS-200 Basic Incident Command System for Single Resources
- IS-706 NIMS Intrastate Mutual Aid
- IS-800 National Response Framework

Those appointed to Command Staff positions shall complete additional courses pertaining to their respective positions.

Prior to June 1 each year, the Command Staff shall hold an exercise that simulates activation, as well as the other different components that are involved in emergency management and response. The City of Bonita Springs shall also participate in the County/State hurricane exercise held in the spring of each year. To the extent possible, the City's independent ICS exercise should be coordinated in conjunction with this multi-jurisdiction exercise. Additional opportunities may be periodically coordinated with the Emergency Management branch of the Lee County Public Safety Department for joint exercise and training as appropriate.

Prior to June 1 each year, City departments shall review the EOP with their staff, along with any internal Standard Operating Procedures pertinent to the department's role in emergency management, and conduct a tabletop exercise or drill. These department exercises should review reporting instructions, update contact information, and confirm the employee's ability to provide requisite response and recovery functions.

Public Awareness & Education

Public education is the process of making the public aware of risks to which they are exposed during an emergency or a natural disaster, as well as educating the public as to how they can prepare for and reduce the effects of exposure to such hazards. Prior to an incident, the City should conduct activities to educate the public about local hazards, prevention, family preparedness, and response-level activities. Examples of public education outreach activities include, but are not limited to, the following activities:

- Conducting or broadcasting hurricane and natural disaster preparedness workshops;
- Providing tools and resources to develop a personal emergency preparedness plan for families or businesses;
- Provide information on how to build a disaster supply kit;
- Dissemination of promotional materials such as the Lee County All-Hazards Guide;
- Transmit informative emergency preparedness information on the City's website and through various social media outlets;
- Spread awareness for at-risk populations such as children, senior citizens, persons with special needs, and those with limited English language skills.

The City encourages residents to register with Lee County Emergency Management's mass notification system, AlertLee, in order to receive rapid emergency notifications via phone, text, email, and social media methods. Residents and visitors may sign up online by visiting www.alertlee.com.

Lee County Public Safety is a FEMA Integrated Public Alert Warning System (IPAWS) Alerting Authority. The County utilizes the IPAWS to alert and warn Lee County residents and visitors about serious emergencies through various means, including the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), and the National Oceanic and Atmospheric Administration (NOAA) Weather Radio. Please refer to FEMA's IPAWS website for more information.

During emergencies and natural disasters, it is imperative that residents stay informed. The City can best maintain public safety by providing critical information to the public in a timely manner. The Communications Department shall develop and maintain an internal Crisis Communication Plan to be implemented in the event of an emergency. The City shall coordinate and disseminate unified emergency messaging from the City, Lee County Emergency Operations Center, Bonita Springs Fire Control and Rescue District and Lee County Sheriff's Office in a timely manner. Members of the public are instructed to monitor the media and the various government outlets for information and instructions.

V. RESPONSE AND RECOVERY PROCESSES

Overview

The emergency/disaster recovery process consists of three overlapping phases consisting of a wide range of activities:

1. Immediate Emergency Phase

The Immediate Emergency Phase begins when a State of Emergency has been declared, if practical, or otherwise immediately after the danger has passed through the area (i.e. hurricane winds decrease to less than 40 miles per hour). During this phase, emergency management efforts focus on the missing, stranded, injured, and homeless. The primary activities are search and rescue and preventing further injury or damage. During this phase, normal social and economic activities are disrupted or discontinued. Emergency Management officials begin to survey the affected areas to determine needed recovery resources, mitigation of further damage, and restoration of critical services.

2. Short Range Restoration Phase

The Short Range Restoration Phase begins as soon as possible after the event and continues several days depending upon the extent of damage. Emergency management efforts focus on restoring the City to relatively normal activities. Restoration of all public utilities and public facilities will be undertaken at a high priority. More detailed surveys and damage assessment will continue, with County, State, and Federal disaster relief resources allocated and provided as necessitated to victims needing assistance emergency food, shelter, temporary housing, and other public assistance.

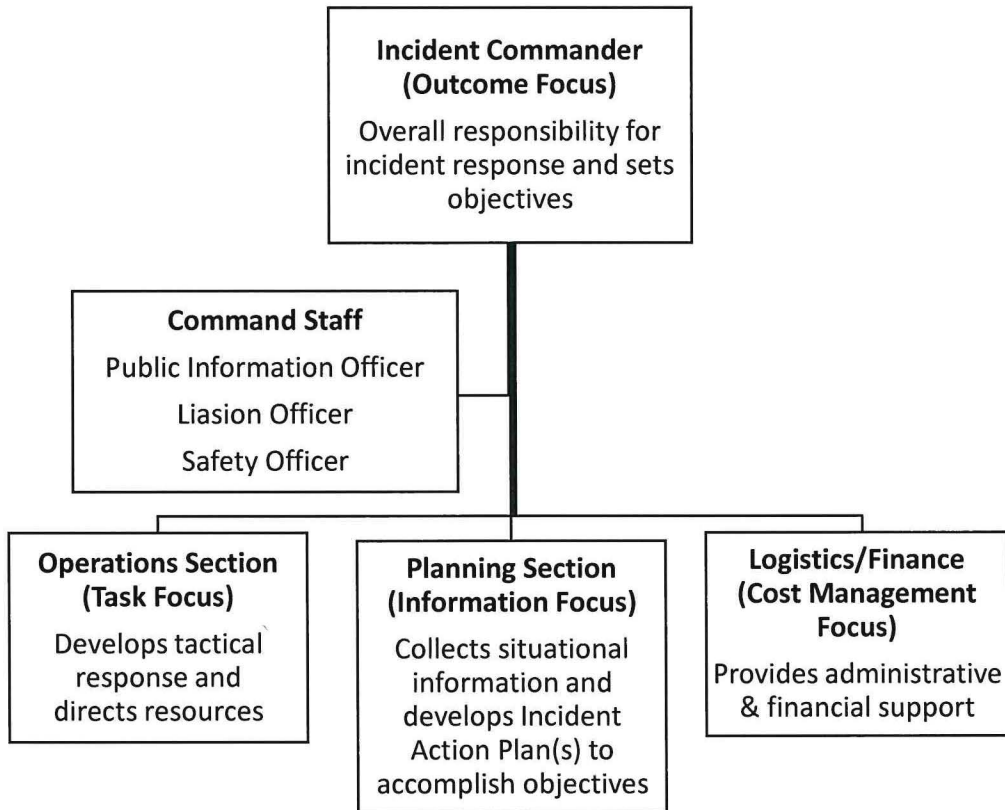
3. Long Range Reconstruction Phase

The Long Range Reconstruction Phase can extend from several days to several months or even years after a major disaster event until all physical property and social and economic processes return to an acceptable pre-incident level. The visible activities include demolition of partially destroyed structures, continued debris removal, as well as major reconstruction and mitigation projects.

Incident Command Structure

During activation, the City's organizational structure shall shift to its Incident Command Structure in order to maximize efficiency throughout the recovery efforts. The City's Incident Command Structure shall be formed in accordance with the NIMS Incident Command Structure, as may be amended from time to time, in order to facilitate access to the greater resources available at the county and state levels. The Incident Command Structure is adaptable and may be fully or partially implemented dependent upon the scope and size of the emergency and other situational requirements.

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When the Incident Command Structure is activated, the department-specific roles of employees during normal City operations are suspended until the Incident Command Structure is deactivated. The designated Incident Commander shall expand the ICS as needed and shall appoint section leaders with each expansion. All other City employees shall report to their predesignated locations for assignment from their supervisor.

Pursuant to the NIMS Chain of Command principle, employees are instructed to report only to their immediate supervisor in order to maintain accurate information and controlled resource requests. Employees are cautioned that communicating needs/requests to any other supervisor could jeopardize the availability of resources or entitlement thereto.

Upon initial activation, each supervisor shall immediately assess their available personnel and provide this information to their respective Section Manager. This information shall be consolidated by the Safety Officer and then provided to the Incident Commander and the Planning Chief as soon as possible.

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Planning & Operations

Incident objectives for each operational period shall be outlined in an Incident Action Plan (IAP), which shall serve as a roadmap for all response efforts. The purpose of the IAP is to document the current situation status, incident objectives, strategies to accomplish those objectives, resources required to accomplish those objectives, organizational elements, and other pertinent information. Detailed instructions for preparing an IAP is included in Appendix D.

The Planning Chief shall work closely with the Operations Chief, the Incident Commander, and other Command and General Staff members in the preparation of each IAP. After the IAP is approved by the Incident Commander, the Planning Manager shall then disseminate copies of the IAP to all Section Chiefs for implementation. The Operations Chief shall fully inform supervisors/team leaders of their tasks and provide any necessary instructions. Employees are expected to know the appropriate method of communication and the supervisor to whom they shall communicate their needs throughout the shift. Each team shall be briefed by their team leader at the start of their shift with the goals and objectives of the applicable IAP:

- What tasks do we need to accomplish? (Assessments, clearing access ways, etc.)
- Who is responsible for doing it?
- What resources are required to do the task?
- Are there any unmet needs?
- How will the unmet needs be communicated?

A team debriefing shall occur at the conclusion of each shift. All activities and pertinent resources information shall be documented by the supervisor in accordance with Section VI of this Plan, and provided to the Operations Chief. The Operations Chief shall then collate all of the information received and provide the collated information to the Planning Chief and the Incident Commander for evaluation.

The Incident Command shall ensure that a daily Situational Report (Sit/Rep) utilizing the most current information is provided to the EOC. Each Sit/Rep shall highlight resource requirements, unmet needs, written requests, and other relative information.

This information cycle facilitates the ongoing assessment of the situation and allows for requisite equipment and supplies to be provided. This cycle ensures that the recovery phase progresses as efficiently as possible and should fulfill unmet needs within the City.

Communications & Coordination

During the incident briefing that takes place upon any level of activation, the Incident Commander and the Public Information Officer shall consider all available information regarding the emergency in order to determine who shall be the appropriate representative to speak on behalf of the City. The City's designated spokesperson shall issue official statements and answer media questions throughout the emergency and on-going response efforts. In order to preserve public safety and strengthen rumor control, the appointed spokesperson shall only share the coordinated and unified messages that are pre-approved by the Public Information Officer.

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The Public Information Officer shall obtain the identity of other entities' spokespersons (e.g. Lee County Sheriff's Office, Bonita Springs Fire Control & Rescue District, Lee County, etc.) as early as possible so that all statements and contacts with the media can be coordinated between entities as part of a joint information system. Contact information for each representative will be shared with the City's Crisis Communication Team.

Informing the public and additional audiences during an incident is an ongoing cycle that involves four steps:

Step 1: Gather Information. Official information pertaining to the emergency circumstances and response efforts shall be collected from the ICS Command and General Staff, partner agencies, media outlets, elected officials, and other resources such as the National Weather Service.

Step 2: Verify Information. Irrespective of the source, the accuracy of all information shall be verified by consulting with the Lee County EOC, Lee County Sheriff's Office, Bonita Springs Fire Control and Rescue District, qualified technical specialists, and other PIO's in the affected jurisdictions.

Step 3: Internal Coordination of Information. Coordination includes, but is not limited to:

- coordinating between ICS Command and General Staff;
- coordinating between EOC participants; and
- obtaining approval from appropriate authorities before information is disseminated.

Initial information messaging should include actions that the public and local businesses should take, the impact of the incident, and responsive actions currently being undertaken by the City and partner agencies.

Step 4: External Dissemination of Information. Information should be disseminated to disaster victims, the general public, affected jurisdictions, partner agencies, community leaders, private sector entities, the media, nongovernmental organizations (NGOs) (e.g., American Red Cross), volunteer groups (e.g., Community Emergency Response Team – CERT, Voluntary Organizations Active in Disasters – VOAD), and any other affected groups.

Dissemination may be done through multiple media outlets or alternatives, including: mass emails, press releases, radio and television broadcastings, website postings, social media posts (e.g. Facebook, Twitter, Nextdoor, etc.), press conferences, public service announcements, AlertLee notifications, staff briefings, and community meetings.

The Public Information Officer shall continuously monitor the media to verify that the public and elected officials are getting accurate and complete information through the media in a timely manner. Inaccuracies and rumors that affect health and safety shall be addressed immediately with the media and correct information distributed through the media or other means.

VI. ADMINISTRATION, FINANCE, AND LOGISTICS

Financial Management

During an emergency, the Finance/Admin Section Chief is responsible for complying with all fiscal policies and regulations, coordinating funding, approving all incident expenses, and briefing the Incident Commander on all incident related issues/expenses. In major or catastrophic disaster, a separate project code (budget item) may be established to manage disaster related costs. These costs include labor, materials, equipment, supplies, and contracts. Fund numbers, department numbers, and object codes normally used for related costs remain the same.

Mutual Aid agreements within the jurisdiction shall be maintained in an accessible format at all times.

Resource Procurement and Documentation

Persons directing and supervising emergency work must document personnel, equipment, and supplies expended daily. Every reasonable effort should be made to foster competition for work. Persons responsible for procurement and supply ordering should solicit quotes by phone or other means from more than one vendor, if possible. Written documentation of these efforts shall be provided to the Finance/Administration Section.

Complete and accurate documentation and the proper maintenance thereof is essential in order to qualify for State and Federal Disaster Assistance and to receive reimbursement for eligible expenses. In order to apply for and receive Federal Disaster Recovery Assistance, the City must document all labor and materials/supplies and contractual costs by damage category and by site.

After demobilization, the Finance/Admin Section Chief shall submit a summary of all financial costs of the incident to the City Manager.

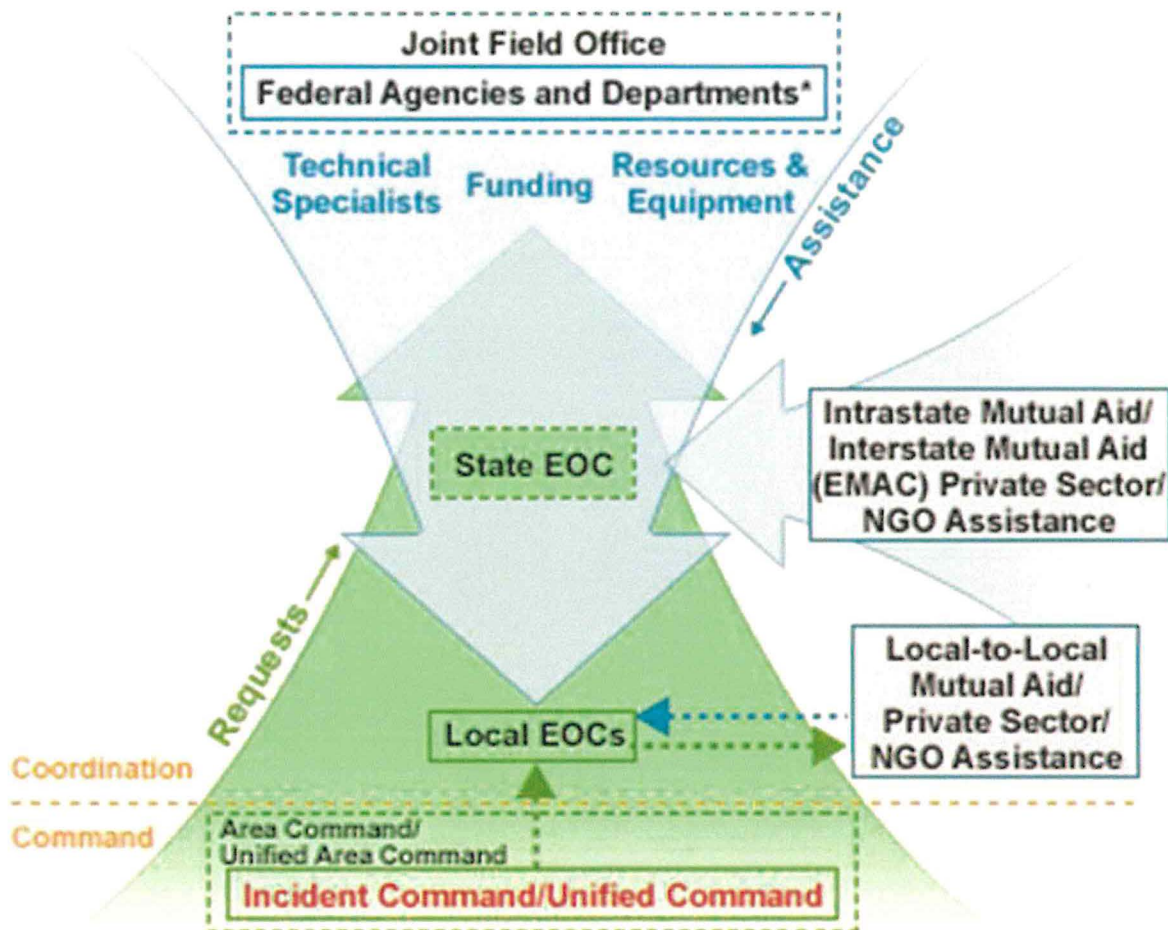
Resource Request Process

When planning for an emergency, it is important to have a thorough understanding of available resources for use when needed. It is the responsibility of the City departments to manage resources under their own authority. Additional resources beyond the City's capabilities will come from a variety of partner agencies through interlocal agreements, mutual aid agreements, and coordination through the EOC.

The Logistics Chief shall coordinate with the EOC to fulfill resource gaps and other unmet needs following a disaster. All procedures shall remain consistent with sound purchasing and cost-accounting practices, but with consideration of the need to expedite the purchasing process during emergency response operations. All staff involved with resources ordering should maintain accurate documentation in a manner consistent with local, state, and federal requirements for disaster-related reimbursement.

If notice is given prior to a disaster, the County may be able to mobilize or pre-stage resources as appropriate for the disaster. Resources mobilized prior to an impending disaster would depend on the event and its expected impacts.

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Resource requests must include the following details in a written request:

1. Overall priority of the mission for which the resource/aid is being requested.
2. Type of equipment or personnel required.
3. Location(s) and duration of the mission.
4. Transportation coordination details (access ways, means of communication, etc.)
5. Arrival instructions (reporting location, check-in instructions, point of contact)

The requesting party shall route the request, with the above information included, through their Section Chief to the Logistics Section to document that sufficient resources are not available locally and mutual aid is required to complete the mission. The Logistics/Finance staff must determine the costs associated with filling the mutual aid request. The Logistics Section Chief shall ensure that the request is provided to the Planning Chief to be included in the daily Sit/Rep.

Points of Distribution

Points of Distribution (PODs) are locations where members of the public are able to receive life sustaining commodities, such as food and water, following a disaster. These operations are a joint City and County effort. As such, the City shall provide the County with a list of potential sites to be used in the aftermath of a local emergency or natural disaster. Post-disaster adjustments to POD locations can be made as the post-disaster situation dictates.

POD selections are made based on distribution, activation, and resource needs. Site selection for POD locations and types include, but are not limited to, the following considerations:

- Hazardous conditions
- Needs analysis
- Population density
- Current methods of commodity distribution
- Ingress and egress concerns
- Traffic flow
- Delivery options
- Site geography
- Proximity to local businesses and grocery stores

POD activation will be determined by the existing weather conditions, actual public need, types of resources needed, infrastructure capabilities, and availability of resources through other means within the City. The City shall coordinate with the County and other partner agencies to determine where POD activation is most warranted. Pursuant to the County's Emergency Management Plan, the City will be responsible for providing logistical support and staffing for the PODs within our boundaries. The City may also need to provide staff to augment the Florida National Guard, security, and local logistical supplies requested by the State. Resources are allocated to each POD based upon type and quantity of resources to be distributed as well as POD material and equipment required at each site.

Fuel Supply

Fuel shortages can often occur during disasters leading to significant challenges within the community. Fuel shortages could occur due to high evacuation traffic, emergency preparedness and response activities, and the inability of fuel supplies to reach our geographic region.

For daily operations, governmental agencies should maintain fuel levels to endure possible power outages caused by manmade or weather-related incidents. Best practices indicate that, outside of hurricane season, a 24-hour supply of fuel should be available. During hurricane season, at least a 48-hour supply of fuel should be available. During activation due to a pending hurricane, fuel tanks shall be filled if the facility is not in the forecasted surge zone.

During response and recovery operations, it is imperative that accurate information regarding fuel supply is documented in each team's debriefing reports and transmitted to the County in the City's daily Sit/Reps.

VII. PLAN DEVELOPMENT & MAINTENANCE

After Action Reports

After every incident requiring activation, the City Manager shall conduct a meeting, or a series of meetings, to evaluate and critique the effectiveness of this EOP. The findings of these meetings shall be compiled into an After Action Report, which shall thoroughly address, at a minimum, the following items:

1. Functionality and effectiveness of the warning system;
2. Practicality in the application of this EOP;
3. Effectiveness of communications equipment;
4. Coordination with the County;
5. Efficiency of mutual aid agreements.

Annual Review Cycle

Annually, prior to March 15, all members of City leadership, including department directors and members of senior management, shall review the EOP, as well as internal Standard Operating Procedures, for currency, accuracy, and feasibility. This review shall include without limitation:

- Basic EOP guidelines
- Departmental Annexes
- EOP Appendices
- Memoranda of Understanding (MOU)
- Memoranda of Agreement (MOA)
- Mutual Aid Agreements (MAA)
- Standard Operating Procedures (SOP)
- Vendor Contracts
- Lee County's CEMP
- Applicable Laws, Statutes, and Ordinances
- Any other applicable documents and agreements

Upon completion of this review, any questions, comments, or revisions shall be provided in writing to the Neighborhood Services Manager for review and action. Once consolidated and correlated, a written summary will be forwarded to the City Manager for final approval and incorporation.



APPENDIX B
Lee County Evacuation Zone Map

2019 Evacuation Zones and Public Shelters

EMERGENCY PUBLIC SHELTERS

Bonita Springs

- 1. Bonita Springs YMCA - 27200 Kent Rd

Cape Coral

- 2. Island Coast High School - 2125 DeNavarra Pkwy

Estero

- 3. Estero Recreation Center - 9200 Corkscrew Palm Blvd
- 4. Hertz Arena - 11000 Everblades Pkwy

Fort Myers

- 5. Dunbar High School - 3800 Edison Ave
- 6. South Fort Myers High School - 14020 Plantation Blvd
- 7. Treeline Elementary School - 10900 Treeline Ave

Lehigh Acres

- 8. East Lee County High School - 715 Thomas-Sherwin Ave
- 9. Harns Marsh Elementary School - 1800 Unice Ave N
- 10. Harns Marsh Middle School - 1820 Unice Ave N
- 11. Mirror Lakes Elementary School - 525 Charwood Ave
- 12. Tortuga Preserve Elementary School - 1711 Gannery Rd
- 13. Varsity Lakes Middle School - 801 Gannery Rd
- 14. Veterans Park Recreation Center - 49 Homestead Rd

North Fort Myers

- 15. North Fort Myers Academy of the Arts - 1856 Arts Way
- 16. North Fort Myers Recreation Center - 2000 N Recreation Park Way

San Carlos

- 17. Alico Arena - 12181 FGCU Lake Pkwy

Tice

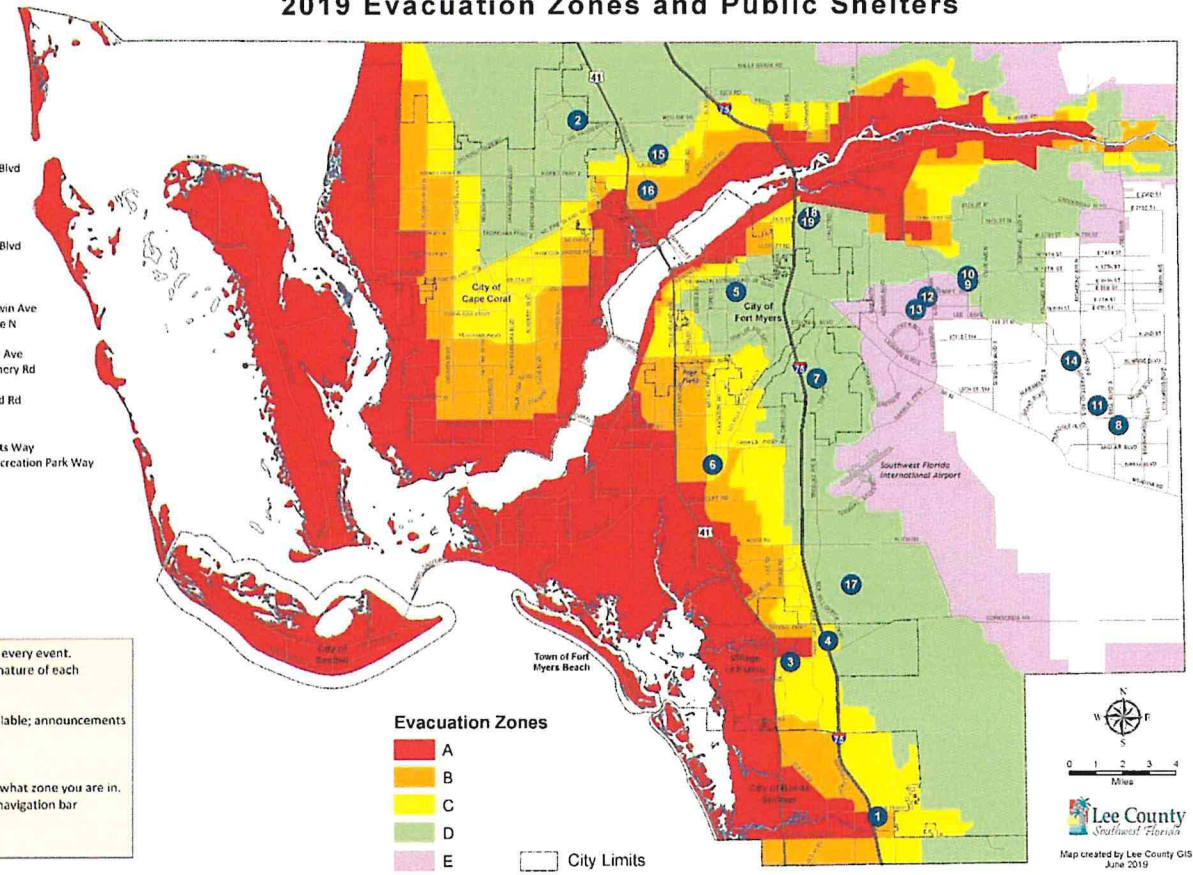
- 18. Manatee Elementary School - 5301 Tice St
- 19. Oak Hammock Middle School - 5321 Tice St

****Be Advised:** NOT all shelters will be open for every event. The opening of shelters is dependent upon the nature of each specific event.

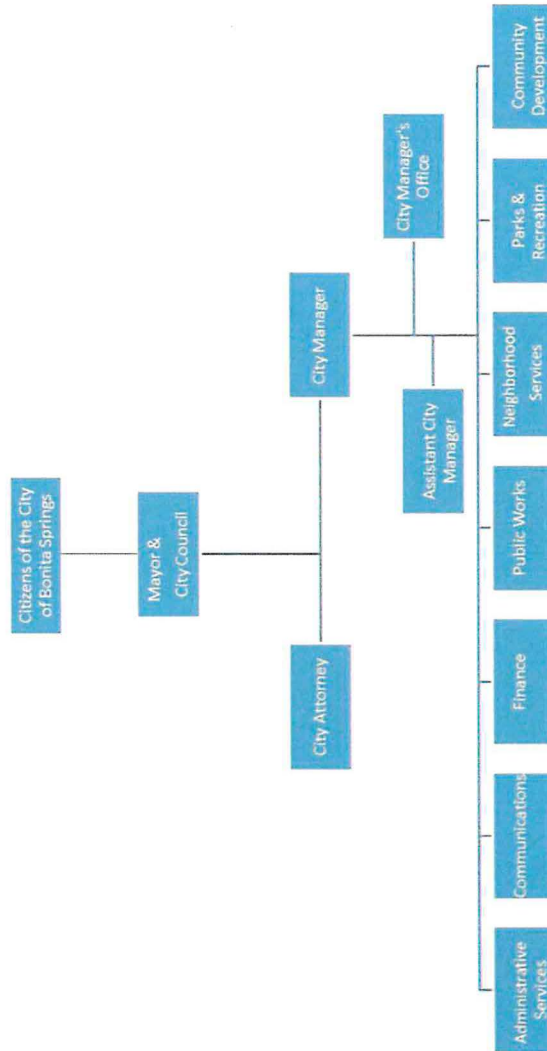
Please Note: Pet-friendly sheltering will be available; announcements will be made at the time.

Know Your Evacuation Zone:
Visit our website www.LeeEOC.com to find out what zone you are in.
1. Click on "Know My Evacuation Zone" in the navigation bar
2. Click the Find My Evacuation Zone link
3. Enter your address in the search bar

Source: Lee County Emergency Management



APPENDIX C
City of Bonita Springs Organizational Chart



APPENDIX D

The Incident Action Planning Process

The Incident Action Plan (IAP) is the vehicle by which senior leadership of an incident can communicate their expectations and provide clear guidance to those managing an incident. The incident action planning process requires collaboration and participation among all incident management leaders and staff members across the whole community. This guide is intended to serve as a reference for incident personnel, and compliance herewith ensures coordinated incident response among all levels of government, NGOs, and the private sector.

A well-conceived complete IAP facilitates successful incident operations by identifying incident objectives and providing essential information regarding incident organization, resource allocation, work assignments, safety, and weather. The incident action planning process is built on the following phases.

Phase I: Understand the Situation

While many important things are accomplished during this initial period, efforts focus on gaining an understanding of the situation and establishing initial incident priorities. Gaining an understanding of the situation includes gathering, recording, analyzing, and displaying information regarding the scale, scope, complexity, and potential incident impacts. Comprehensive situational awareness is essential to developing and implementing an effective IAP.

An Initial Incident Briefing must be coordinated as soon as possible to prepare for successful incident management. At this meeting, Command and General Staff should be presented with the following situational information:

- Boundaries and scope of the incident
- Number of displaced survivors
- Sheltering information
- Critical infrastructure damage assessment, locations, and types
- Status of communications and other utilities
- Incident facilities, types, and location
- Resources on hand, en route, and on order
- Life-saving operations
- Pertinent deliberate plans
- Maps of incident area
- Preliminary damage assessment
- Geospatial information systems (GIS) products and satellite imagery
- Emergency contact information for partner agencies, EOC, and other incident facilities

This briefing should result in Command & General Staff having the requisite situational information to make informed decisions, including information regarding constraints and limitations.

Phase II: Establish Incident Objectives

Incident objectives drive the incident organization as it conducts response, recovery, and mitigation activities. Incident priorities established by leadership during Phase I are reviewed and modified as required during each operational period, which helps to clarify the order of importance of incident objectives. While incident objectives are based on requirements, priorities guide the allocation of resources to objectives.

Incident objectives, per NIMS, are “statements of guidance and direction necessary for the selection of appropriate strategies and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed.”

Incident objectives are based on several factors: incident priorities and other direction from a higher authority, the situation, and members’ professional judgment and experience. Incident objectives should be clear, measurable, achievable, and flexible. Incident objectives set guidance and strategic direction, but do not specify tactics. They include sufficient detail to ensure understanding, but are not be so prescriptive as to preclude innovation.

The following guidelines have been established ensure that incident objectives are handled consistently:

- Incident objectives are displayed on the Incident Objectives (ICS Form 202). They are numbered sequentially from the beginning of the incident to its conclusion and are not renumbered for each operational period.
- Once achieved, incident objectives are not included on the Incident Objectives (ICS Form 202) for subsequent IAPs.
- Incident objectives can be modified and maintain the same tracking number as long as the intent of the objective does not change.
- If an objective is modified, it is assigned a new sub-letter under the same objective number, and the old objective is retired. For example, if objective 2 is modified, it becomes 2a, and objective 2 is retired. If this objective is modified again, it becomes 2b, and 2a is retired.
- Incident objectives are prioritized as operational period requirements dictate. Incident objectives are listed on the Incident Objectives (ICS 202) in order of priority, regardless of their tracking number. The first listed objective is therefore the highest priority. The last listed objective is the lowest priority.

Phase III: Develop the Plan

The Operations Section develops strategies to meet incident objectives and tactics to accomplish the strategies. Operations Section staff match the work required to execute the tactics to resources in order to create work assignments which are documented on the Operational Planning Worksheets (ICS Form 215). As work assignments are developed, the Safety Officer, Logistics Section Chief, and others review the work assignments and provide input.

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Strategies describe what actions and resources are required to achieve specific objectives. Strategies may be developed during all phases of an operation and by all elements involved in the operation and are not restricted to specific, short or long-term operational periods. Tactics specify who, what, where, and when for implementing strategies to achieve incident objectives. Tactics describe the deployment and direction of resources, based on the strategy to accomplish the incident objectives. A strategy describes how things work; tactics describe what must be done.

Determining Tactics

Once the kind, type, and qualification of available resources are known and any constraints or limitations are identified, the tactical plan can be developed. The following activities are used to develop the tactical plan:

1. Determine what has to be done to implement a strategy and what method(s) are likely to achieve success.
2. Develop a list of required resources (personnel, teams, equipment, supplies, and facilities).
3. Provide a list of resources available.
4. Compare the resources required with resources available and discuss the findings with the Operations Section Chief prior to the Operations Tactics Meeting.
5. Draft the tactical plan based on this analysis.

Assigning Resources and Tasks

Once the tactical plan is drafted, assign resources to operations and write specific work assignments for each assigned resource. This information should be clear and concise and include the following:

- Task to be accomplished
- Reporting time and location
- Level of effort required to accomplish the task
- Any special equipment required
- Logistical support needs
- Any contact information
- Any constraints or limitations

Identify the Reporting Location

The reporting location is the physical location where the assigned resource reports at the beginning of the operational period. The reporting location should not be presumed. Sometimes a specific time for arrival may also be necessary as part of the work location. This could be a direction to not arrive before or after a certain time or a time-frame in which the work assignment needs to be initiated. This information should be included with the reporting location when relevant.

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Determine Logistical Support Needs to Complete the Assignment

Work assignments often require specific logistical support—requirements that the functional branches and groups are responsible for identifying. The Logistics Section receives these requirements and acts to meet them.

The Operations Tactics Meeting

The purpose of this meeting is to review and finalize the draft Operational Planning Worksheet (ICS Form 215). This worksheet aids Operations personnel in capturing their tactics and in identifying resource assignments prior to the operations tactics meeting. During the operations tactics meeting, the Operations Section Chief leads participants in reviewing the work assignment drafts to determine whether they are complete and whether they support the incident objectives and strategies. Participants also identify gaps and duplication in work assignments, resolve any conflicts or coordination issues, and identify logistical issues shortfalls, excesses, safety issues, and the accuracy of the incident map.

Phase IV: Prepare and Disseminate the Plan

Phase IV begins when the Planning Section receives the approved Operational Planning Worksheets (ICS Form 215) after the operations tactics meeting. The Planning Section is responsible for completing the appropriate IAP forms and assembling the IAP during the time between the operations tactics meeting and the planning meeting. Other sections also contribute key information and supporting documents.

IAP Components and Sequence of Assembly				
Order	ICS Form	Title	Required	Prepared By
1	200	Cover Sheet	Always	Planning
2	202	Incident Objectives	Always	Planning
3	205	Incident Radio Communications Plan	As needed	Logistics
4	205A	Telephone Communications Plan	Always	Logistics
5	207	Incident Organization Chart	Always	Planning
6		Incident Map	Always	Operations
7	204	Assignment List	Always	Planning
8	206	Medical Plan	Always	Safety Officer
10	230	Meeting Schedule	Always	Planning
11	213	General Message	Optional	Message Originator
12		Other Components As Needed	Optional	Planning

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Planning Section Responsibilities

- **IAP Cover Sheet (ICS Form 200).** The IAP cover sheet provides specific information about the IAP and must be consistent with and reflect FEMA standards. Logos may be used on cover sheets, but must be produced in black and white. IAP cover sheets must contain the following information:
 - Title
 - Plan number (the first IAP is 01; subsequent IAPs are numbered sequentially)
 - Incident name that identifies the nature of the disaster
 - Declaration numbers for Stafford Act incidents, local emergencies, or any other organization declaration.
 - Operational period (date and time)
 - Signature blocks
- **Incident Objectives (ICS Form 202).** The first page after the cover sheet is the Incident Objectives. In addition to the objectives, this page also provides weather and safety information. Safety messages are prepared by the Safety Officer. Important considerations include the following:
 - Include only incident objective in Block 5.
 - Number objectives sequentially from the beginning of the incident. ***Do not renumber objectives for each operational period.***
 - List the incident objectives in order of priority regardless of their tracking number.
 - Cross out or remove incident objectives that have been achieved.
 - Do not include items of guidance labeled “goals” or “priorities.”
 - Focus the weather message on weather predicted for the operational period that may affect operations.
 - Focus the safety message on information that is relevant and actionable for field personnel.
- **Incident Telephone Communications Plans (ICS Form 205a).** These are radio communications plans and a telephone contact list of key staff and staff agencies prepared and maintained by the Planning Section. The information on this plan must be consistent with the Incident Organization Chart (ICS Form 207).
- **Assignments Lists (ICS Form 204).** The Planning Section prepares the Assignments Lists using data provided in the Operational Planning Worksheets (ICS Form 215). It is the heart of the IAP and must be organized in a way that enables staff to clearly understand their work assignments. Sequence the assignments according to (1) the Operations Section organizational chart, (2) geographically, or (3) functionally. Specify exactly which resource is responsible for each work assignment, and ensure that names, contact numbers, and resource identifiers are correct.

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- **Incident Map.** The incident map is an essential IAP component that identifies key incident facilities and operational boundaries. The Planning staff provides information and coordinates with the GIS Coordinator to produce the map. The Operations Section Chief is responsible for ensuring that map content is current and appropriate.
- **Meeting Schedule (ICS Form 230).** This schedule describes the important incident meetings that will take place during the operational period and indicates where and when they will be held. Incident Action Planning meetings and briefings will always be included to ensure that no other meeting conflicts with the planning meetings.
- **Incident Organization Chart (ICS Form 207).** The Incident Organization Chart is important to inform staff not only how staff is organized, but also what positions are filled and who is assigned to key positions. Show deputy positions in the same box as the primary position. Deputies do not have separate organizations under them. Ensure that position titles and names on the organization chart are consistent with the position titles and names on the Incident Telephone Communications Plan.

Safety Officer Responsibilities

- **General Safety Message on ICS Form 202.** The general safety message is included on the Incident Objectives page (ICS Form 202) for each IAP, and should focus on relevant information that is actionable to field personnel for operations during the operational period. The message may be changed for each operational period based on conditions.
- **Medical Plan (ICS Form 206).** The medical plan is key to the welfare of incident personnel and is included in all IAPs. The medical plan provides important information on medical emergency procedures and the locations and phone numbers of medical aid facilities, emergency medical transportation, and hospitals in the incident area. Important considerations when preparing the Medical Plan are as follows:
 - List urgent care and hospital emergency rooms as well as established incident aid stations and incident camps in Block 5, “Incident Medical Aid Stations.”
 - Indicate the emergency phone number in Block 6, “Transportation.” If an ambulance is assigned to the incident, include the location and phone number in Block 6.
 - List in Block 7, “Hospitals,” list all hospitals located throughout the incident area.
 - Include sufficient information in Block 8, “Emergency Medical Procedures,” to enable incident employees to know what to do and whom to notify in the event of a medical emergency.
- **Safety Analysis (ICS Form 215a).** The Safety Officer reviews the Operational Planning Worksheets (ICS Form 215) and develops the Safety Analysis in coordination with Operations Section staff as they develop the worksheets. The Safety Analysis contains the results of a systematic analysis of risks associated with each work assignment. This analysis assists the Operations Section personnel in altering tactics, if necessary, to promote the safety of field personnel.

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Logistics Section Responsibilities

- **Incident Radio Communications Plan (ICS Form 205).** The Communications staff within the Logistics Section are responsible for preparing the Incident Radio Communications Plan during incidents where radios are a significant part of operations communications to provide specific incident radio frequency assignments for the operational period. The Plan should identify all assigned radio frequencies, trunked radio systems, and talk group assignments for the operation elements identified on the Incident Organization Chart (ICS Form 207) and the Incident Organization Assignment List (ICS Form 203).
- **Traffic Plan.** The traffic plan is included in the IAP, when required, but does not have an ICS Form number. A traffic plan will be prepared when incident personnel must be informed of special traffic requirements, including required routes of travel, missing directional signage on incident transportation routes, and special driving conditions.

The Planning Meeting

The Planning Meeting is facilitated by the Planning Section Chief for the purpose of finalizing and approving the IAP for the next operational period. The meeting provides the opportunity for the Command & General Staff, as well as other incident management personnel, agency officials, and partner agencies and organizations to discuss and resolve any outstanding issues before assembling the IAP. After the review has been completed and updates have been made, Command and General Staff affirm their commitment to support the plan.

After the planning meeting, the Planning Section Chief is responsible for making changes to the IAP that were agreed upon during the planning meeting and ensuring that the final IAP is signed by the appropriate Chiefs and Officers. Once all signatures are gathered, the IAP is ready to be printed and distributed.

Phase V: Execute, Evaluate, and Revise the Plan

Phase V begins with the operations briefing and continues as the IAP is executed and evaluated in preparation for it to be revised during the next operational period. Once the IAP has been distributed and the operations briefing has been held, the IAP is executed.

Changes are often required to reassign resources or modify work assignments during the operational period. These changes must be communicated to the Operations Section Chief, who in turn communicates the changes to the Planning Section.

As the work assignments are performed, field personnel and supervisors assess the progress and the effectiveness of the work. Individuals, crews, and task forces inform their supervisors of the status of assignments, and the Operations Section personnel keep the Planning Section apprised of all developments and status reports.

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Final Quality Assurance Checklist

The checklist below is intended to serve as a tool that the Planning Section Chief uses before granting final approval to the IAP.

- ☐ Do the tasks listed on the Assignment Lists (ICS Form 204) support the Incident Objectives (ICS Form 202)?
- ☐ Does the incident map reflect the operation elements identified on the Incident Organization Chart (ICS Form 207) or the Assignment Lists (ICS Form 204)?
- ☐ Does the Incident Telephone Communications Plan (ICS Form 205A) provide information on the operation elements identified on the Incident Organization Chart (ICS Form 207) or the Assignment List (ICS Form 204)?
- ☐ Are all assigned radio frequencies, trunked radio systems and talk group assignments identified on the Incident Radio Communications Plan (ICS Form 205) and does the information reflect the operation elements identified on the Incident Organization Chart (ICS Form 207) or the Assignment Lists (ICS Form 204)?
- ☐ Does the information on the Medical Plan (ICS Form 206) identify the closest medical facility to each operation element identified on the incident map, the Incident Organization Chart (ICS Form 207) or the Assignment List (ICS Form 204)? Does it identify what should be done if someone is injured or becomes seriously ill?
- ☐ Does the IAP use common ICS terminology throughout the whole document?
- ☐ Does the Meeting Schedule (ICS Form 230) contain at a minimum, the following:
 - Appropriate incident action planning meetings
 - Strategy meetings
 - Team meetings
 - Public meetings

APPENDIX E

Disaster Accounting Forms

These forms are intended for use as tools for the creation of Incident Action Plans (IAPs), for other incident management activities, and for support and documentation of ICS activities. Personnel using the forms should have a basic understanding of NIMS, including ICS, through training and/or experience to ensure they can effectively use and understand these forms.

A general description of each ICS Form's purpose, suggested preparation, and distribution are included immediately after the form, including block-by-block completion instructions to ensure maximum clarity on specifics, or for those personnel who may be unfamiliar with the forms.

These forms are designed to include the essential data elements for the ICS process they address. The use of these standardized ICS forms is encouraged to promote consistency and accurate documentation of incident management in the spirit of NIMS and to facilitate effective use of mutual aid.

- E-1.....ICS 201 - Incident Briefing
- E-2.....ICS 202 - Incident Objectives*
- E-3.....ICS 203 - Organization Assignment List*
- E-4.....ICS 204 - Assignment List*
- E-5.....ICS 205 - Incident Radio Communications Plan*
- E-6.....ICS 205A -Communications List**
- E-7.....ICS 208 - Safety Message/Plan**
- E-8.....ICS 209 - Incident Status Summary
- E-6.....ICS 214 - Activity Log
- E-7.....ICS 215 - Operational Planning Worksheet

*Typically included in an IAP

**Optional forms to be included in IAP

7.02j: Pay for Work during Emergencies or Disaster

The continued operation of critical functions in the event of a natural or man-made emergency or disaster situation is vital to the overall operation of the City and its many entities. Pay for employees who are required to work during an emergency or disaster will be as follows:

Reporting Personnel

- ~~1. City employees, exempt or non-exempt, who are designated as essential personnel by the City Manager and are assigned to work during emergencies, will be compensated for time worked. Paid time begins when the employee receives the call to report to work.~~
- ~~2. Emergency pay is calculated based on the employee's straight hourly rate; if more than 40 hours are worked during a normal work week, time and one-half the regular straight time rate will be paid.~~

Non-Reporting Personnel

- ~~1. When City operations are closed down before the start of a scheduled workday, all employees (non-essential and essential) will receive full pay for the scheduled workday.~~
- ~~2. When City operations are closed down during a scheduled workday, employees who report to work and are subsequently released by the City Manager will receive full pay for the workday.~~
- ~~3. Employees already on official leave will not receive any additional paid time off and will be paid according to their original leave request.~~

Non-exempt personnel shall receive one and one half times their regular wages during Weather Prep period and shall receive two and one half times their regular wages during Severe Weather period.

Exempt employees who are not Department Directors shall receive the hourly rate equivalent to their salary rate for all hours worked during Weather Prep and Severe Weather periods in addition to their bi-weekly salary.

Exempt Department Directors required to report to a designated emergency response center will receive the hourly rate equivalent to their salary rate for all hours worked during Severe Weather period in addition to their bi-weekly salary. This policy does not include the City Manager.

Emergency Pay Periods

Weather Prep period shall be defined as the period prior to an anticipated emergency, such as an on-coming hurricane or other forecasted potential natural disaster, when non-essential personnel have been relieved of their duties and when essential personnel continue working to prepare for the anticipated emergency or natural disaster prior to complete lockdown. The period of time immediately following the lift of lockdown and prior to the commencement of normal City operations shall also be included in the Weather Prep period for purposes of emergency pay.

Severe Weather period shall be defined as the period of time during which the City is on lockdown and reporting personnel are working from designated emergency response centers.

Required Timecards

All exempt personnel are required to complete and sign individual timecards for all hours associated with emergency response. The timecard must document the dates and hours worked, along with a detailed description of the specific work performed on each date. In emergency or disaster situations when the City has established a separate general ledger account in order to have an accounting of all of the costs associated with the emergency or disaster, emergency pay paid to an exempt employee will be charged to said general ledger account established to track these costs, regardless of the availability of grant funding.

CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, FEBRUARY 5, 2020
5:30 P.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135
MINUTES

I. CALL TO ORDER

Mayor Simmons called the meeting to order at 9:00 A.M.

II. INVOCATION:

Pastor Dwight Powell, with Integrity Church, furnished the invocation.

III. PLEDGE OF ALLEGIANCE

At the request of Mayor Simmons, Council Member Laura Carr led in the Pledge of Allegiance.

IV. ROLL CALL ALL PRESENT

Mayor Simmons and all Council Members were in attendance.

V. PUBLIC COMMENT ON AGENDA ITEMS

5:31:55 PM Kathy McGrath addressed the film fest and also spoke in support of the WCIND grant.

5:33:18 PM Jesse Purdon voiced his support for advertising at the soccer fields (Agenda Item VIII. A.)

VI. CONSENT AGENDA: (NOTE: ITEMS ON THE CONSENT AGENDA WILL BE CONSIDERED AS ONE UNLESS A SPECIFIC ITEM IS REMOVED BY A COUNCIL MEMBER FOR SEPARATE DISCUSSION.)

Council Member Laura Carr motioned approval of the Consent Agenda; Mayor Simmons seconded. Council Member Amy Quaremba pulled item G. The motion carried unanimously.

- A. ADOPT A RESOLUTION APPOINTING TWO MEMBERS TO THE CITY OF BONITA SPRINGS LOCAL PLANNING AGENCY. (MAYOR SIMMONS; GREENSHEET NO. 20-02-017) **ADOPTED RESOLUTION NO. 20-08**
- B. ADOPT A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA TO AUTHORIZE THE SUBMITTAL OF THE WEST COAST INLAND NAVIGATION DISTRICT (WCIND) GRANT APPLICATION FOR FUNDS TO PROMOTE SAFE NAVIGATION AND WATER BASED ACTIVITIES. (GREENSHEET NO. 20-02-019) **ADOPTED RESOLUTION NO. 20-09**
- C. APPROVE BUDGET RESOLUTION TO ESTABLISH BUDGETS FOR HURRICANE IRMA FUNDING. (GREENSHEET NO. 20-02-018) **ADOPTED RESOLUTION NO. 20-10**

- D. REVIEW OF DECEMBER 2019 MONTHLY FINANCIAL REPORTS. (GREENSHEET NO. 20-01-020)
- E. REVIEW OF DECEMBER 2019 CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT. (GREENSHEET NO. 20-02-22)
- F. REQUEST APPROVAL TO REDIRECT THE 2019 FILM FESTIVAL SURPLUS FUNDS TO THE NEWLY CREATED 501-C3 NON-PROFIT ORGANIZATION FOR THE FILM FESTIVAL. (GREENSHEET NO. 20-02-27)
- G. APPROVE THE RENEWAL OF THE PARTICIPATION AGREEMENT BETWEEN THE CITY OF BONITA SPRINGS AND BONITA SPRINGS COMMUNITY LIONS CLUB FOR SERVICE PROJECTS AT BONITA NATURE PLACE. (GREENSHEET NO. 20-02-028)

5:36:01 PM In response to Council Member Quaremba, Nicole Perino, Director of Parks and Recreation, explained that the kids group does meetings at the Nature Place to discuss different projects they want to do. Council Member Quaremba stated she would like to have a report on what kind of projects they're doing. City Manager Arleen Hunter informed Council Member Quaremba that she did speak with former Council Member Martha Simons who is involved with the group who said that maybe by summer they would have some plans, as they have a change in their volunteers, and she (City Manager Hunter) stated she would like a report back to Council as well.

5:37:16 pm Martha Simons stated they have been preparing a proposal, explaining that it's been their youth group that's been meeting, who hasn't met there since last Spring. They will be bringing a proposal to work with FGCU professor Ricky Pierce with Wings of Hope, to bring about 5,000 school children out to CREW to educate them on nature and science. They will come back with a presentation to Council.

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

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

VII. PROCLAMATIONS AND PRESENTATIONS:

- A. PRESENTATION OF CERTIFICATES TO THE WINNERS OF THE LEE COUNTY SHERIFF'S OFFICE 2019 ESSAY CONTEST.

5:39:30 pm Mayor Simmons, along with Corporal Bobby Hunter, and several community policing officers, next presented Certificates of Congratulations to the winners of the 2019 Lee County Sheriff's Office Essay contest winners.

5:57:17 pm Council Member Mike Gibson arrived at approximately 5:50 P.M.

VIII. MAYOR AND COUNCIL MEMBER ITEMS:

- A. DISCUSS THE POSSIBILITY OF ALLOWING ADVERTISING ON THE FENCING AT THE MARNI FIELDS AND SOCCER COMPLEX AND ALLOWING A PORTION OF THE PROCEEDS TO BENEFIT THE SOCCER LEAGUE. (GREENSHEET NO. 20-02-025)

5:57:35 pm Mayor Simmons introduced this agenda item.

5:58:44 pm Jesse Purdon addressed the request, stating that the intent is to bring more players and more money into the area.

6:00:16 pm Council discussion followed, with Council Member Amy Quaremba expressing concerns she had with regard to advertising at the high school and commercialization of the area that's not meant to be, and also the size of the signs are extreme. Mr. Purdon responded to Council Member Quaremba's concerns, adding that it would be a split between the soccer league and the City. Council Member Quaremba stated that Council has an objective to have improved aesthetics, and so that would be her concern. She also feels that if they do move forward that they have to be very careful. Discussion followed, with City Manager Hunter suggesting that his be sent back to the Outreach Committee to come up with some parameters and ideas and for a proposal to come back to City Council on how a contract would work between a consultant, and/or the adult soccer league taking the lead.

6:05:17 pm Mel Brazino with the soccer league addressed Council. He sees this as a great opportunity for everyone involved.

6:08:03 pm Mayor Simmons addressed direction to take back to the Outreach Committee and bring back a formal proposal.

IX. COMMENCE THE TRANSMITTAL PROCESS FOR THE FOLLOWING COMPREHENSIVE PLAN AMENDMENTS:

- A. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, PROVIDING FOR ADOPTION OF A COMPREHENSIVE PLAN AMENDMENT RELATING TO THE WATER SUPPLY PLAN OF THE INFRASTRUCTURE AND CAPITAL IMPROVEMENT ELEMENTS; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (GREENSHEET NO. 20-02-024)

6:08:30 PM Mayor Simmons read title block of Ordinance into the record.

6:09:20 PM Sean Gibbons provided a brief overview. Went before LPA who gave approval to move forward.

6:10:55 PM Council Member Gibson motioned to move forward and transmit; Council Member Carr seconded; and the motion carried unanimously.

- B. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, PROVIDING FOR ADOPTION OF A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE ELEMENT, ESTABLISHING THE CONSERVATION FRINGE LAND USE CATEGORY AND TO AMEND THE FUTURE LAND USE MAP FROM LEE COUNTY DENSITY REDUCTION GROUNDWATER RESOURCE (DRGR) AND WETLANDS AND CITY OF BONITA SPRINGS DENSITY REDUCTION GROUNDWATER RESOURCE (DRGR) TO CONSERVATION FRINGE; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (GREENSHEET NO. 20-02-026)

6:11:35 PM Mayor Simmons read title block into record.

6:11:53 pm John Dulmer, Community Development, furnished the background addressing the request.

6:12:41 pm Dave Depew furnished a PowerPoint presentation.

No public comments were made.

Council Member Carr motioned to move forward and transmit; Council Member Gibson seconded; and the motion carried unanimously.

X. PUBLIC COMMENT: No public comments were made.

XI. CITY ATTORNEY'S ITEMS:

- A. APPROVE THE DONATION OF LAND AND AUTHORIZE MAYOR TO EXECUTE NECESSARY DOCUMENTS. (GREENSHEET NO. 20-02-029)

6:28:07 pm City Attorney Derek Rooney furnished the history and request.

6:29:51 pm Council Member Carr motioned to approve; Council Member Quaremba seconded; and the motion carried unanimously.

XII. CITY MANAGER'S ITEMS:

- A. APPROVE PROPOSED USE OF FEMA EXCESS DIRECT ADMINISTRATIVE COST FUNDING TO PURCHASE MOBILE HYDRAULIC PUMPS, OR ALTERNATIVELY, TO REPAIR CITY HALL'S GENERATOR. (GREENSHEET NO. 20-02-030)

6:31:18 PM City Manager Hunter addressed a correction to the Greensheet, explaining that there is a little bit of excess funds that Staff has the opportunity to reapply those funds towards internal infrastructure. The Greensheet indicates repairs to City Hall generator, but those seem more minor. New generators and repairs are allowable expenses. Staff is still working to determine whether the pumps would be appropriate, but that would be the priority, but should we have to default to the generators to fully take advantage of the funds, Staff would recommend that the generators be placed at the Liles Hotel and/or the recreation center, because these two facilities do not currently have generators.

Anne Wright, Finance Director, furnished an overview, noting that we do have \$250,000 available to use for other purposes. It's called "Excess Direct Administrative Costs." So for the \$250,000 Staff is proposing to use for hazard mitigation. They would submit a proposal that is reviewed and they will inform us that they would approve the remaining funds for that purpose. City Manager Hunter explained that Staff's priority would be the mobile hydraulic pumps as a need, however, if by default that is not accepted, they would move to the generator.

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

- B. UPDATE ON THE CITY'S REGULATIONS OF MOBILE FOOD VENDORS. (GREENSHEET NO. 20-02-031)

6:34:27 pm John Dulmer, Community Development, next referred to his handout to City Council to provide an update on mobile food vendors.

6:40:40 pm Council Member Quaremba questioned whether there should be a provision to challenge any of this for those who may not like it once it gets going.

6:41:00 pm Council Member Gibson referred to language stating "all mobile food vendors shall be located in areas in a manner so that they do not create an adverse view or vista," and questioned whether that can be defined a little better. Mr. Dulmer explained that this related to the trucks not blocking signage for any of the existing businesses in the area. He clarified that they are not regulating the design of the truck, but rather trying to regulate anything that's attached to the truck. Council Member Gibson questioned standing

tables, and Mr. Dulmer responded. Council Member Gibson stated that the trucks would set the table out and then they take it with them later – so that its removed every evening, and with limited numbers (of tables).

6:44:50 pm Council Member Forbes suggested site specific seating. Mr. Dulmer stated that direction he has is to allow for temporary seating, which would be removed every night with the food truck itself.

6:46:50 pm In response to Mayor Simmons, Mr. Dulmer stated he would get the Ordinance reading for Council's first reading, and then schedule it before the LPA for their review.

Mr. Dulmer next addressed food truck parks, impacts, noise, design, potential for entertainment on the weekend, etc. The standards shown are the first attempt to address those, etc.

ADDITIONAL ITEMS:

6:53:51 PM City Manager Hunter informed Council that today they had the pre-proposal conference with CBRE. There are 71 pre-registrants participating in the RFP process. Written questions by developers will be due by February 14 with the bid closing April 14. Today's meeting was recorded and there will be a synopsis on the website, and any questions that were asked will be posted with the answers. She also informed Council of work on a ribbon cutting for Monday, February 24, 2020 at 11:00 A.M. with Collier County for Logan Boulevard. Also, Communications Director Lora Taylor has been working with Assistant City Manager Feeney, Mayor Simmons and her on a press release, as the Governor has included the City of Bonita Springs in their press release. She explained that they felt it was important to list all of the grant opportunities that the City has been identified for, and with respect to our number 1 priority of Stormwater, we are looking at being identified for approximately \$25,609, 919.00 in grants currently. She further explained.

XIII. MAYOR AND COUNCIL MEMBER REPORTS:

6:56:47 PM Council Member Quaremba reported that she attended Chief Daigle's retirement party, and thanked him for his years of service. She also congratulated Fire Chief Greg DeWitt. She also reported on a blue zone and CREW meetings she attended. She also attended the ribbon cutting for sheriff subdistrict office located on the Bonita Springs/Estero boarder. Lastly, she reported on the Horizon Council meeting she attended as well.

6:59:33 PM Council Member Carr addressed the Wonder Gardens and suggested a discussion with Council on whether they want to re-evaluate and renegotiate the contract, this would require six months notice. Council Member Carr motioned to notify the Wonder Gardens. Council Member Quaremba stated she is interested in getting a report from the Wonder Gardens, along with some of the other activities. She is not against looking at the contract because it was an open ended contract and we didn't have a time when we would try to look at it again, and even though they are doing well, we are negotiating them with a potential, so she feels its difficult to do this at this time, and so she would prefer having a conversation with them on where they are, what they are doing, and what their long range plans. City Attorney Rooney explained that we are looking into a lease for the additional space, and it may be appropriate for us to look at that as a holistic issue, and look at how we want to address the entire lease, and not just the one space. If we were going to do that – to address the larger parcel, even if it didn't result in a change in the actual term, Council Member Carr is correct, as we would need to notice them at least six months in advance. Council Member Carr reiterated her motion which is to re-evaluate, reassess and re-negotiate. Mayor Simmons seconded the motion. Council Member Quaremba stated she would like to get an update on what they are doing. The motion is to direct staff to send a notice that we would like to explore the lease. The motion carried unanimously.

7:04:51 pm Council Member Forbes informed Council that he learned at the Orlando State MPO meeting, is that they are going to widen I-75 from Golden Gate Parkway. The project is in design.,

7:06:11 pm Mayor Simmons reported on a trip to the Botanical Gardens in south Naples with the Assistant City Manager Feeney and FDEP and provided them with an update on the bio-reactor. Assistant City Manager Feeney furnished an update. Staff received notification about a week earlier that the grant that Council authorized Staff to apply for the \$400,000, that the City was awarded for phase 2 of the bio-reactor. Staff will be coming back at Council's next meeting for budget adjustments so we have the money up front so we can be reimbursed. Mayor Simmons stated he does want to entertain this discussion again with FGCU. They are looking to get involved in this bio-reactor, and blue green algae. He also sent his best to Chief DeWitt. Council Member Quaremba stated she believes at Council's next meeting that Council will get a presentation for all the grants that we did, and also what we will have to put up in order to follow through on that. Mayor Simmons requested this be addressed at Council's first meeting in April.

XIV. APPROVAL OF MINUTES: 01/15/20

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

XV. PUBLIC COMMENT:

7:12:21 pm An unidentified gentleman addressed concerns he had with food trucks relating to plastic cups, bags, etc. He urged Council to require compostable material.

7:16:47 pm In response to Council Member Quaremba, City Manager Huntter to look into biodegradable bags and extra trash facilities. Council Member Forbes asked Mr. Dulmer to add into the requirements that food truck owners clean up at the end of the evening. City Attorney Rooney to look into biodegradable containers and bring back next meeting.

XVI. ADJOURNMENT.

There being no further items to discuss, the meeting adjourned at 7:20 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

Peter Simmons, Mayor