

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA - REVISED
WEDNESDAY, APRIL 15, 2020
9:00 A.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135

COVID-19 NOTICE:

IN ACCORDANCE WITH SOCIAL DISTANCING ORDERS LIMITING GATHERINGS TO TEN PEOPLE OR LESS, ANYONE WHO WISHES TO PARTICIPATE IN PUBLIC COMMENT IS ASKED TO PLEASE SUBMIT YOUR COMMENT VIA EMAIL TO THE CITY AT CITYMEETINGS@CITYOFBONITASPRINGS.ORG BY 12:00 NOON, APRIL 14, 2020.

[CLICK HERE](#) TO WATCH THE MEETING ONLINE, OR VISIT THE CITY'S WEBSITE AT WWW.CITYOFBONITASPRINGS.ORG AND CLICK "HOW DO I?" AND THEN CLICK "WATCH A MEETING LIVE" TO ACCESS THE LIVE STREAM.

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. ADOPT A RESOLUTION OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA; CONFIRMING THE RESULTS OF THE LEE COUNTY CANVASSING BOARD IN CONJUNCTION WITH THE MARCH 17, 2020 SPECIAL ELECTION FOR THE CHARTER AMENDMENTS (11 TOTAL). (GREENSHEET NO. 20-04-092)

B. APPROVE RESOLUTION TO AWARD RFB 19-18 RIVERSIDE PARK BANDSHELL SOIL RENOVATION AND RE-SOD PROJECT TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER JSM SERVICES, INC., IN THE AMOUNT OF \$85,745 AND APPROVE THE CONTRACT AGREEMENT, PENDING APPROVAL OF ALL DOCUMENTATION. (GREENSHEET NO. 20-04-094)

C. APPROVE THE SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL AND MODIFICATION RE-CONFIGURE STRUCTURES AND REFLECT NEW SURVEY (BOT NO. 361095875 RIVERSIDE PROPERTY SITE) (GREENSHEET NO. 20-04-095)

- D. AUTHORIZE STAFF TO SUBMIT A LETTER TO LEE COUNTY DEPARTMENT OF HUMAN AND VETERAN SERVICES IDENTIFYING THE PROPOSED ALLOCATION OF THE CITY OF BONITA SPRINGS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FY 2020-2021. (GREENSHEET NO. 20-04-093)

• OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

VII. PROCLAMATIONS AND PRESENTATIONS:

VIII. MAYOR AND COUNCIL MEMBER ITEMS:

- A. DISCUSSION OF AESTHETICS WITHIN CITY RIGHT-OF-WAYS. (QUAREMBA; GREENSHEET NO. 20-04-099)
- B. DISCUSSION OF COMMUNICATION RECEIVED FROM RIVERSIDE PARK ARTIST COTTAGE TENANT REGARDING RENT PAYMENTS (GIBSON; PURDON; GREENSHEET NO 20-04-097)
- C. **ADDENDUM:** UPDATE REGARDING CITY OF BONITA SPRINGS VIRTUAL TOWN HALL MEETING – THURSDAY, APRIL 16, 2020 AT 3:00 P.M. (MAYOR SIMMONS)

IX. PUBLIC COMMENT:

X. CITY ATTORNEY'S ITEMS:

- A. APPROVE THE PROPOSED IMPACT FEE AGREEMENT. (GREENSHEET NO. 20-04-098)

XI. CITY MANAGER'S ITEMS:

- A. RECEIVE UPDATE ON STORMWATER DATA COLLECTION EFFORTS. (GREENSHEET NO. 20-04-096)
- B. **ADDENDUM:** UPDATE ON EMERGENCY MANAGEMENT AND CITY OPERATIONS REGARDING COVID-19.

XII. MAYOR AND COUNCIL REPORTS:

XIII. APPROVAL OF MINUTES: 04/01/20 SPECIAL MEETING

XIV. PUBLIC COMMENT:

XV. 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

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-04-092
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Adopt a Resolution of the City of Bonita Springs, Lee County, Florida; confirming the results of the Lee County Canvassing Board in conjunction with the March 17, 2020 Special Election for the Charter Amendments (11 total).			
MEETING DATE:			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
	PRESENTATIONS	STATUTE	Debra Filipek City Clerk
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		
BACKGROUND: The City of Bonita Springs held a Special Election on March 17, 2020, for Amendments to the City Charter. Attached is the Certificate of Canvassing Board confirming the results for the City Charter Amendments.			
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, FLORIDA

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA; CONFIRMING THE RESULTS OF THE LEE COUNTY CANVASSING BOARD IN CONJUNCTION WITH THE MARCH 17, 2020 SPECIAL ELECTION FOR AMENDMENTS TO THE CITY CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs held a Special Election, which was held on March 17, 2020 to hold a Special Election for eleven proposed Charter Amendments;

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

Section One: The City Council of the City of Bonita Springs hereby confirms the Certificate of Canvassing Board, Bonita Springs Special Election, March 17, 2020, for eleven Charter Amendments, a copy of which is attached hereto and incorporated by reference.

Section Two. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Bonita Springs, Lee County, Florida, this 15th day of April, 2020.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr
Corrie
Forbes
Gibson

Purdon
Quaremba
Simmons

Date filed with City Clerk: _____

****Official Results****

**CERTIFICATE OF COUNTY CANVASSING BOARD
LEE COUNTY**

**MUNICIPAL ELECTION HELD IN CONJUNCTION WITH THE
PRESIDENTIAL PREFERENCE PRIMARY ELECTION
CITY OF BONITA SPRINGS SPECIAL ELECTION
March 17, 2020**

State of Florida, County of Lee
City of Bonita Springs

We, the undersigned, TARA P. PALUCK, County Judge, BRIAN HAMMAN, County Commissioner, and, TOMMY DOYLE, Supervisor of Elections, constituting the Board of County Canvassers in and for said City, do hereby certify that we met on the Twenty-seventh day of March, A.D., 2020, and proceeded publicly to canvass the votes given for the Proposed Amendments to the Charter of the City of Bonita Springs specified herein at the **City of Bonita Springs, Special Election** held on the Seventeenth day of March, A.D., 2020, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

**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	<u>9,840</u>	votes
No	<u>637</u>	votes

**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	<u>8,560</u>	votes
No	<u>1,868</u>	votes

**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	<u>7,275</u>	votes
No	<u>2,999</u>	votes

**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	<u>9,215</u>	votes
No	<u>1,126</u>	votes

**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	<u>8,151</u>	votes
No	<u>2,028</u>	votes

**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	<u>7,380</u>	votes
No	<u>2,774</u>	votes

**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	<u>7,244</u>	votes
No	<u>2,893</u>	votes

**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	<u>6,966</u>	votes
No	<u>2,946</u>	votes

**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	<u>7861</u>	votes
No	<u>2,189</u>	votes

**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	<u>9,353</u>	votes
No	<u>770</u>	votes

**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	<u>8,587</u>	votes
No	<u>1,252</u>	votes

Signed this Twenty-seventh day of March, A.D., 2020:



Lee County Judge, Tara P. Paluck



Lee County Commissioner, Brian Hamman



Lee County Supervisor of Elections, Tommy Doyle

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-04-094
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Approve resolution to award RFB 19-18 Riverside Park Bandshell Soil Renovations and Re-sod project to the lowest responsive, responsible bidder of JSM Services, Inc. in the amount of \$85,745 and approve the contract agreement, pending approval of all documentation.		
MEETING DATE: 4/15/2020		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Nicole Perino Parks and Recreation Director
☒ 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: January 14, 2020 – City staff advertised for bids for the Riverside Park Bandshell Soil Renovations and Re-Sod project, RFB 19-18. The project includes site preparation, installation of safety and silt fencing around the area, removing existing sod (34,500 SF), install 90/10 root zone fill mix to low lying areas, Laser grade area to 1/8" on grade for positive surface drainage, Install Tiff Tuff rolled Bermuda sod (34,500 SF) and finish with 90/10 sand top dressing mix. February 13, 2020 – A mandatory pre-bid meeting was held in order to make sure all prospective bidders fully understood the scope of work as well as the strict timeframe of work to begin July 5, 2020 and be completed by September 30, 2020. In attendance were JSM Services, Inc. and Hannula Landscaping. March 5, 2020 – The city received one bid from JSM Services, Inc. in the amount of \$85,745. The bid is over the original budget amount by \$25,745, due to the complexity and strict timeframe of the project, staff recommends award. A budget transfer for the \$25,745 was approved at the April 1, 2020 City Council meeting.		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #5 Community Aesthetics		
STAFF RECOMMENDATIONS: Approve the resolution to award the Riverside Park Bandshell Soil Renovations and Re-sod project to the lowest responsive, responsible bidder, JSM Services, Inc. in the amount of \$85,745 and approve the contract agreement, pending approval of all documentation.		
REVIEWED BY: City Manager:		

COUNCIL ACTION:

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

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 20-

RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AGREEMENT WITH JSM SERVICES, INC. FOR THE RIVERSIDE PARK BANDSHELL SOIL RENOVATIONS AND RE-SOD PROJECT IN THE TOTAL BID AMOUNT OF \$85,745.00, UPON APPROVAL OF THE DOCUMENTS BY THE CITY ATTORNEY.

WHEREAS, on January 14, 2020, the City advertised for bids for the Riverside Park Bandshell Soil Renovations and Re-sod Project, and

WHEREAS, on March 5, 2020, the City received one (1) bid from the following:

Contractor	Bid Amount
JSM Services, Inc.	\$85,745.00

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

Section 1. That the bid received from JSM Services, Inc. is determined to be the lowest responsive and responsible bidder, in the total bid amount of \$85,745.00 and the Mayor is authorized to sign the agreement, upon approval of the documents and insurance by the City Attorney.

Section 2. Effective date: This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 15th day of April 2020.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's office

Vote:

Forbes _____
Gibson _____
Quaremba _____
Corrie _____

Simmons _____
Carr _____
Purdon _____

Date filed with City Clerk: _____

BID TABULATION SHEET
March 5, 2020
RIVERSIDE PARK BANDSHELL SOIL RENOVATIONS AND RE-SOD RFB-19-18
Prepared by City of Bonita Springs

				JSM Services, Inc. 6150 Federal Court Fort Myers, FL 33905
ITEM NO.	DESCRIPTION	UNIT	QTY	TOTAL
1	Site preparation.	LS	N/A	\$1,500.00
2	Silt fencing, if required.	LS	N/A	\$1,000.00
3	Safety fencing around materials and/or equipment.	LS	N/A	\$7,500.00
4	Irrigation heads shall be located and capped prior to sod removal and new irrigation heads provided by the City to contractor for re-installation after installation of rolled Tiff Tuff Bermudagrass.	LS	N/A	\$1,400.00
5	Sod to be sprayed with a 2% glyphosate solution-two applications two weeks apart-prior to removal.	SF	N/A	\$1,500.00
6	Sod is to be removed and all sod scraped to bare soil.	SF	34,500 SF	\$12,545.00
7	Reverse till field to break up the organic layer. Repeat if necessary until sufficient for laser grade.	LS	N/A	\$4,500.00
8	Supply and install a 90/10 root zone mix to fill low areas.	LS	N/A	\$16,000.00
9	Laser grade lawn with duel laser graded system to 1/8" on grade for positive surface drainage.	LS	N/A	\$8,500.00
10	Supply and install approximate 34,500 sf of Tiff Tuff rolled Bermudagrass sod.	SF	34,500 SF	\$24,500.00
11	The Contractor shall also supply a 90/10 sand top dressing mix and top dress the complete sodded area and drag in the top dressing material in two directions.	LS	N/A	\$3,500.00
12	Contractor shall roll lawn after completion of laser grade and rolled sod installation.	LS	N/A	\$2,800.00
13	Removal of refuse from City of Bonita Springs Property Properties.	LS	N/A	\$500.00
Total Bid				\$85,745.00

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-04-095
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve the Sovereignty Submerged Land Lease Renewal and Modification Re-configure structures and reflect new survey (BOT No. 361095875 Riverside Property site)			
MEETING DATE: 4/15/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Nicole Perino Parks and Recreation Director	
☒ 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 State of Florida acquired title to sovereignty submerged lands on March 3, 1945, by virtue of statehood. Sovereignty submerged lands include all submerged lands, title to which is held by the Board of Trustees, (Governor and Cabinet) of the Internal Improvement Trust Fund. The City of Bonita Springs has several parcels where it has docks that are subject to a submerged land lease, including this property currently referred to as the Riverside parcel. The City of Bonita Springs received from the Florida Department of Environmental Protection, the Submerged Land Lease Renewal of the Riverside Park property. The lease runs until March 22, 2023. Attached: Sovereignty Submerged Land Lease BOT No. 361095875			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Approve the Sovereignty Submerged Land Lease renewal for the Riverside Park Property site			
REVIEWED BY:			
City Manager:			
City Attorney:	_____		
City Clerk:	_____		
Department Director:	_____		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

This Instrument Prepared By:
Sue Jones
Action No. 41755
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL
AND MODIFICATION TO RE-CONFIGURE STRUCTURES AND REFLECT NEW SURVEY

BOT FILE NO. 361095875
PA No. 36-023104-001 and 002

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Bonita Springs, Florida, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 35,
Township 47 South, Range 25 East, in Imperial River,
Lee County, Florida, containing 1,779 square feet, more or less,
as is more particularly described and shown on Attachment A, dated June 25, 2019.

HAVE THE USE OF the hereinabove described premises from February 14, 2020, the effective date of this modified lease renewal, through March 22, 2023, the expiration date of this modified lease. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 6-slip (contains a 2-slip floating kayak launch platform) and a separate fishing pier/dock to be used exclusively for mooring of recreational vessels, launching of kayaks and for fishing in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Permit Exemption Verification and Letter of Consent Nos. 36-023104-001 and 002, dated April 7, 2016, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or first 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

[02/29]

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit verification and letter of consent referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment **B** without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment **B** and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment **B**, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment **B**. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

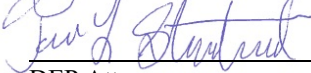
BY: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



DEP Attorney

3/24/2020

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES: City of Bonita Springs, Florida (SEAL)

_____	BY: _____
Original Signature	Original Signature of Executing Authority
_____	<u>Peter Simmons</u>
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
_____	<u>Mayor</u>
Original Signature	Title of Executing Authority

Typed/Printed Name of Witness	“LESSEE”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Peter Simmons as Mayor, for and on behalf of City of Bonita Springs, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:	_____
	Signature of Notary Public
_____	Notary Public, State of _____
Commission/Serial No. _____	_____
	Printed, Typed or Stamped Name

SUBMERGED LAND LEASE
DESCRIPTION TO ACCOMPANY SKETCH
RIVERSIDE PARCEL (IMPERIAL RIVER)

SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST
BONITA SPRINGS, LEE COUNTY, FLORIDA

SUBMERGED LAND DESCRIPTION
(AS PROVIDED) (LEASE AREA)

NOT A FIELD SURVEY

DESCRIPTION RIVERSIDE PARCEL:

A TRACT OR PARCEL OF SUBMERGED LAND LYING WITHIN THE IMPERIAL RIVER LOCATED IN SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 2, HEITMAN'S BONITA SPRINGS TOWNSHIP AS RECORDED IN PLAT BOOK 6 AT PAGE 24 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N00°28'41"W. FOR A DISTANCE OF 620.96 FEET TO A POINT OF INTERSECTION OF THE EXTENSION OF THE NORTH FACE OF A SEAWALL LYING ALONG THE IMPERIAL RIVER AND THE WEST RIGHT-OF-WAY LINE OF OLD U.S. 41 HIGHWAY 41 THENCE N88°39'22"W. FOR A DISTANCE OF 171.43 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE N09°43'44"E. FOR DISTANCE OF 20.90 FEET; THENCE N76°18'58"W. FOR A DISTANCE OF 28.71 FEET; THENCE N83°42'09"W. FOR A DISTANCE OF 53.75 FEET; THENCE S08°51'47"W. FOR A DISTANCE OF 20.00 FEET; THENCE S80°30'06"E. FOR A DISTANCE OF 81.99 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS AN AREA OF 1779 SQUARE FEET, 0.04 ACRES, MORE OR LESS.

SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE WEST LINE OF OLD U.S. 41 AS BEING "ASSUMED" AS N00°28'41"W.
2. FIELD NOTES IN 2019 FILE, "BONITA DOCK."
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/PLAT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.

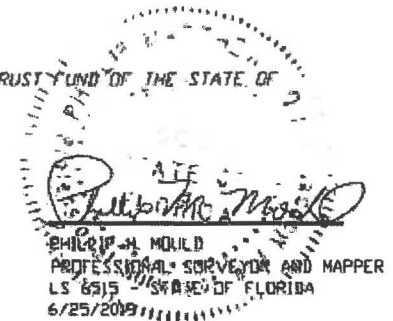
THIS SKETCH IS CERTIFIED TO:
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA
CITY OF BONITA SPRINGS, FLORIDA,

SHEET 3 OF 3

PHILLIP M. MOULD
8180 GULL LANE
FORT MYERS, FLORIDA 33967
239-645-1348
EMAIL: phillipmould@live.com

FILE: BONITA DOCK

NOT A FIELD SURVEY

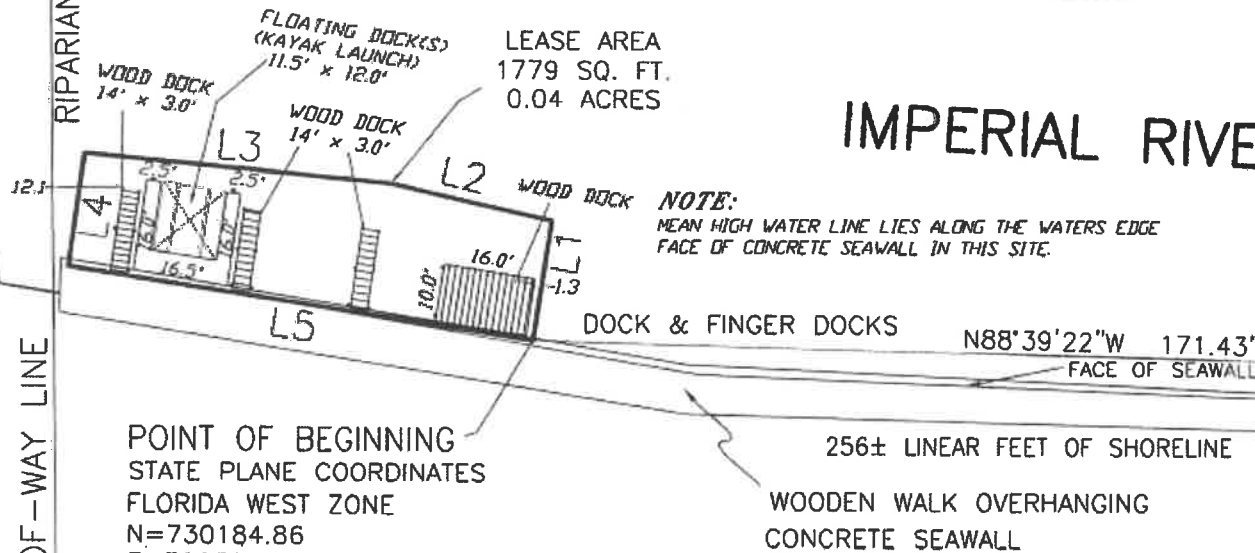


SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST
BONITA SPRINGS, LEE COUNTY, FLORIDA

• = WOOD PILING (TYPICAL)

SHORELINE TAKEN FROM AERIAL PHOTOGRAPHY

SUBMERGED LAND LEASE
SKETCH TO ACCOMPANY DESCRIPTION
RIVERSIDE PARCEL
(IMPERIAL RIVER)
NOT A FIELD SURVEY



LINE TABLE

L1	N09°43'44"E	20.90'
L2	N76°18'58"W	28.71'
L3	N83°42'09"W	53.75'
L4	S08°51'47"W	20.00'
L4	S80°30'06"E	81.99'

HEITMAN'S BONITA SPRINGS TOWNSHIP
PLAT BOOK 6, PAGE 24

RECEIVED

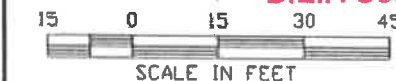
JUL 09 2019

D.E.P. South District

POINT OF COMMENCEMENT
OF DESCRIPTION
RIVERSIDE PARCEL
S.E. CORNER BLOCK 2

SHEET 1 OF 2

PHILLIP M. MOULD
8180 GULL LANE
FORT MYERS, FLORIDA 33967
239-645-1348
EMAIL: phillipmould@live.com



FILE: BONITA DOCK

RIPARIAN LINE
WEST RIGHT-OF-WAY LINE

N.00°28'41"W. 620.96'

CONCRETE BRIDGE

OLD U.S. HIGHWAY 41 RIGHT-OF-WAY

Attachment A
Page 10 of 13 Pages
SSLL NO. 361095875

SUBMERGED LAND LEASE
BOUNDARY SURVEY
RIVERSIDE PARCEL
(IMPERIAL RIVER)

SECTION 35, TOWNSHIP 47 SOUTH, RANGE 25 EAST
BONITA SPRINGS, LEE COUNTY, FLORIDA

UPLAND PARCEL DESCRIPTION
(AS PROVIDED)

NOT A FIELD SURVEY

UPLAND PARCEL DESCRIPTION

LANDS TO BE PURCHASED BY THE CITY
OF BONITA SPRINGS FROM JOHN WHITTLE

ALL THE LANDS LYING SOUTH OF THE IMPERIAL RIVER, BEING BOUND ON THE WEST BY THE EAST RIGHT-OF-WAY OF THE FORT MYERS SOUTHERN RAILROAD RIGHT-OF-WAY, ON THE EAST BY THE WEST RIGHT-OF-WAY OF TAMiami TRAIL (HEITMAN AVE.), ALL LYING NORTH OF THE NORTH RIGHT-OF-WAY OF SECOND STREET AND ITS WESTERLY PROJECTION TO THE RAILROAD RIGHT-OF-WAY, WHICH INCLUDES ALL OF THE FOLLOWING: BLOCK 1, AVENUE A, BLOCK 1, FIRST STREET, BLOCK 2, AND ALL OF FRONT STREET LYING NORTH OF SECOND STREET. ALL BEING SHOWN ON THE RECORDED PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE, RECORDED IN PLAT BOOK 6, PAGE 24, BEING THE SAME AS THE DESCRIPTION OF THE WARRANTY DEED RECORDED IN O.R. BOOK 2346 PAGE 457 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS AND EXCEPT

THAT PORTION BEING RETAINED BY JOHN WHITTLE WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF THE TAMiami TRAIL (HEITMAN AVENUE); THENCE WESTERLY PARALLEL WITH FIRST STREET ALONG THE COMMON LINE OF LOTS 2 AND 3 FOR 85.00 FEET; THENCE SOUTHERLY PARALLEL TO THE WEST RIGHT-OF-WAY OF SAID TAMiami TRAIL CROSSING THROUGH LOTS 3, 4, AND 5 FOR 74.00 FEET; THENCE WESTERLY PARALLEL WITH SAID FIRST STREET 21.00 FEET TO A POINT IN A VACATED ALLEY; THENCE SOUTHERLY PARALLEL WITH SAID WEST RIGHT-OF-WAY 61.00 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SECOND STREET LEAVING SAID ALLEY FOR 58.00 FEET; THENCE SOUTHERLY PARALLEL TO THE TAMiami TRAIL CROSSING THROUGH THE SOUTH 15.00 FEET OF LOT 17 AND ALL OF LOTS 16, 15, 14, AND 13 TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF SECOND STREET BEING A 100 FOOT WIDE STREET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY OF SECOND STREET 65.00 FEET TO THE SOUTHEAST CORNER OF A 15 FOOT VACATED ALLEY; THENCE NORTHERLY PARALLEL WITH THE WEST RIGHT-OF-WAY OF THE TAMiami TRAIL ALONG THE WEST LINES OF LOTS 11 AND 12, 50.00 FEET; THENCE EASTERLY ALONG THE COMMON LINE OF LOTS 10 AND 11 PARALLEL TO SECOND STREET FOR 100 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF AFORESAID TAMiami TRAIL; THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY OF TAMiami TRAIL FOR 200 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. LESS AND EXCEPT THE SOUTH 100 FEET OF THAT NORTH/SOUTH ALLEY LYING IN BLOCK 2, WHICH APPEARS TO BE A NON-VACATED ALLEY. ALL LANDS CONTAINED WITHIN SAID BLOCK 2 OF THAT RECORDED PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE RECORDED IN PLAT BOOK 6, PAGE 24 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, CONTAINING 4.57 ACRES.

ALSO LESS AND EXCEPT

LANDS OWNED BY OTHERS

ALL OF LOTS 11 AND 12, BLOCK 2, OF THE PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE AS RECORDED IN PLAT BOOK 6, PAGE 24, OF THE PUBLIC RECORDS OF THE LEE COUNTY, FLORIDA.

SHEET 2 OF 3

PHILLIP M. MOULD
8180 GULL LANE
FORT MYERS, FLORIDA 33967
239-645-1348
EMAIL: phillipmould@live.com

FILE: BONITA DOCK

Return to MIDWEST TITLE 3728 JT
3936 Tamiami Tr N Suite A
Naples FL 34103-3592

INSTR # 5058839
OR BK 03361 PG 0494
RECORDED 02/07/01 08:47 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK L Wheat

This Document Prepared By and Return to:
Donald K. Ross, Jr.
Richman, Deifik, Lanier & Ross, P.A.
Suite 206
2640 Golden Gate Parkway
Naples, FL 34105

Parcel ID Number: 35-47-25-B1-0020A.0010

Grantee #1 TIN:

Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 1st day of February, 2001 A.D., Between John F. Whittle, individually, and as Trustee of the John F. Whittle Revocable Trust Agreement Dated September 14, 1990, with full powers, a married man, joined by his spouse, Geraldine E. Whittle of the County of Lee, State of Florida, grantor, and City of Bonita Springs, a municipal corporation of the State of Florida

whose address is: 9220 Bonita Beach Road, Suite 111, Bonita Springs, FL 34135

of the County of Lee, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida to wit:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2001.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor nor is it contiguous to the HOMESTEAD property of Grantor. The Grantor's HOMESTEAD address is 27300 Old 41 Road, Bonita Springs, FL 34135.

This is a voluntary sale and purchase and is considered by Florida law to be exempt from the payment of documentary stamp taxes because this transaction was made under the threat of an eminent domain proceedings.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

John F. Whittle, individually, and as Trustee of the John F. Whittle Revocable Trust Agreement Dated September 14, 1990, with full powers,

Donald K. Ross, Jr.
Printed Name: Donald K. Ross
Witness

By: John F. Whittle (Seal)
John F. Whittle
Individually and as Trustee
P.O. Address: 27300 Old 41 Road, Bonita Springs, FL 34135

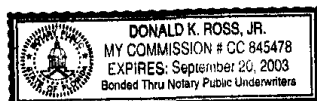
Louise D. Emmert
Printed Name: Louise D. Emmert
Witness

Geraldine E. Whittle (seal)
GERALDINE E WHITTLE

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 1st day of February, 2001 by John F. Whittle, Individually and as Trustee on behalf of said Florida trust & Geraldine E. Whittle he is personally known to me or he has produced his Florida driver's license as identification.

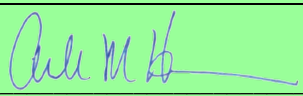
Attachment B
Page 12 of 13 Pages
SSL NO. 361095875



24 of 56

Donald K. Ross, Jr.
Printed Name: _____
Notary Public
My Commission Expires: _____

FIELDBOOK	PAGE	DATE <u>2-1-01</u>	SECTION <u>35</u>	TWP <u>47 S</u>	RGE <u>25 E</u>
NORTH ARROW 1	FOUNDATION LOCATION DATE	FIELDBOOK	PAGE		
	LEGAL DESCRIPTION (AS PROVIDED BY CLIENT)				
SCALE 1	LEGEND SET CONC MON W/ CAP LD. # 3553 SET MON PIN W/ CAP LD. # 3553 PD CONC MON W/ CAP PD MON PIN W/ CAP PD CONC MON PD MON PIN ASSUMED ELEVATION BENCHMARK RECORDED MEASURED CONT REVERSE SIDE FINAL SURVEY DATE				
LANDS TO BE PURCHASED BY THE CITY OF BONITA SPRINGS FROM JOHN WHITTLE					
ALL THE LANDS LYING SOUTH OF THE IMPERIAL RIVER, BEING BOUND ON THE WEST BY THE EAST RIGHT-OF-WAY OF THE FORT MYERS SOUTHERN RAILROAD RIGHT-OF-WAY, ON THE EAST BY THE WEST RIGHT-OF-WAY OF TAMIAMI TRAIL (HEITMAN AVE.), ALL LYING NORTH OF THE NORTH RIGHT-OF-WAY OF SECOND STREET AND ITS WESTERLY PROJECTION TO THE RAILROAD RIGHT-OF-WAY, WHICH INCLUDES ALL OF THE FOLLOWING: BLOCK A, AVENUE A, BLOCK 1, FIRST STREET, BLOCK 2, AND ALL OF FRONT STREET LYING NORTH OF SECOND STREET. ALL BEING SHOWN ON THE RECORDED PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE, RECORDED IN PLAT BOOK 6, PAGE 24, BEING THE SAME AS THE DESCRIPTION OF THE WARRANTY DEED RECORDED IN O.R. BOOK 2346 PAGE 457 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.					
LESS AND EXCEPT					
THAT PORTION BEING RETAINED BY JOHN WHITTLE WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF THE TAMIAMI TRAIL (HEITMAN AVENUE); THENCE WESTERLY PARALLEL WITH FIRST STREET ALONG THE COMMON LINE OF LOTS 2 AND 3 FOR 85.00 FEET; THENCE SOUTHERLY PARALLEL TO THE WEST RIGHT-OF-WAY OF SAID TAMIAMI TRAIL CROSSING THROUGH LOTS 3, 4, AND 5 FOR 74.00 FEET; THENCE WESTERLY PARALLEL WITH SAID FIRST STREET 21.00 FEET TO A POINT IN A VACATED ALLEY; THENCE SOUTHERLY PARALLEL WITH SAID WEST RIGHT-OF-WAY 61.00 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SECOND STREET LEAVING SAID ALLEY FOR 58.00 FEET; THENCE SOUTHERLY PARALLEL TO THE TAMIAMI TRAIL CROSSING THROUGH THE SOUTH 15.00 FEET OF LOT 17 AND ALL OF LOTS 16, 15, 14, AND 13 TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF SECOND STREET BEING A 100 FOOT WIDE STREET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY OF SECOND STREET 65.00 FEET TO THE SOUTHEAST CORNER OF A 15 FOOT VACATED ALLEY; THENCE NORTHERLY PARALLEL WITH THE WEST RIGHT-OF-WAY OF THE TAMIAMI TRAIL ALONG THE WEST LINES OF LOTS 11 AND 12, 50.00 FEET; THENCE EASTERLY ALONG THE COMMON LINE OF LOTS 10 AND 11 PARALLEL TO SECOND STREET FOR 100 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF AFORESAID TAMIAMI TRAIL; THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY OF TAMIAMI TRAIL FOR 200 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. LESS AND EXCEPT THE SOUTH 100 FEET OF THAT NORTH/SOUTH ALLEY LYING IN BLOCK 2, WHICH APPEARS TO BE A NON-VACATED ALLEY. ALL LANDS CONTAINED WITHIN SAID BLOCK 2 OF THAT RECORDED PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE RECORDED IN PLAT BOOK 6, PAGE 24 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, CONTAINING ± .57 ACRES.					
ALSO LESS AND EXCEPT					
LANDS OWNED BY OTHERS					
ALL OF LOTS 11 and 12, BLOCK 2, OF THE PLAT OF HEITMAN'S BONITA SPRINGS TOWNSITE AS RECORDED IN PLAT BOOK 6, PAGE 24, OF THE PUBLIC RECORDS OF THE LEE COUNTY, FLORIDA.					
NOTES			CERTIFICATE		
- REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. - NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED. - BEARINGS SHOWN HEREON ARE BASED ON <u>N/A</u>			I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Rule 61G17 - 6 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon.		
- THIS PROPERTY LIES IN FLOOD ZONE <u>AE</u> PER F.I.R.M. PANEL <u>125124 0510D EL 11.00</u> DATED <u>7-20-95</u> ATTACHMENT B - LAST DATE OF FIELDWORK <u>7-20-95</u> SSLL NO. 361095875					
FAX 992-6070 TELE: 992-8900			MARK O. ALLEN, INC. PROFESSIONAL LAND SURVEYOR		
DWN. BY <u>MOA</u>			26751 OLD U.S. 41 RD., S.E. BONITA SPRINGS, FLORIDA 33923		
CHK'D BY <u>MOA</u>		ORDERED BY <u>CITY OF BONITA</u>		SHEET <u>25</u> OF <u>25</u>	

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-04-093
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Authorize staff to submit a letter to Lee County Department of Human and Veteran Services identifying the proposed allocation of the City of Bonita Springs Community Development Block Grant (CDBG) funds for FY 2020-2021.			
MEETING DATE: 4/15/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Matt Feeney Assistant City Manager Elly Soto McKuen Senior Project 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 received notice from Lee County Human and Veterans Services that our FY2020-2021 annual entitlement CDBG allocation will be \$371,384. As part of the Urban County Agreement, Lee County will not charge the City an administration fee in the upcoming fiscal year. Eligible activities for CDBG funds include housing (rehabilitation, demolition, relocation), acquisition, construction or rehabilitation of new or existing public facilities, economic development and public services. Lee County requires the City to submit a letter each year that defines how the funds will be spent for FY2020-2021. In previous years, CDBG funds have been utilized for public facilities (infrastructure projects) within eligible area(s) identified on the attached map. Staff is recommending the allocated FY 2020-2021 CDBG funds be utilized for public facilities (infrastructure/multi-use paths). Attachments: 1) Draft Letter to Lee County Human Services, 2) 2018 HUD Low-Moderate Income Areas Map			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 2) Transportation, 3) Strengthen City Finances, 5) Community Aesthetics			
STAFF RECOMMENDATIONS: Authorize staff to submit a letter to Lee County Human and Veteran Services identifying infrastructure within the designated eligible area(s) of the City as the proposed project for the FY 2020-2021 CDBG allocation.			
REVIEWED BY:			
City Manager:			
City Attorney:	_____		
City Clerk:	_____		
Department Director:	_____		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

April 15, 2020

Mr. Roger Mercado, Director
Lee County Human and Veteran Services
Post Office Box 398
Myers, FL 33902-0398

RE: *City of Bonita Springs 2020-2021 CDBG Allocation*

Dear Mr. Mercado:

Please be advised that on April 15, 2020 the Bonita Springs City Council discussed the proposed allocation for the U.S. Department of Housing and Urban Development (HUD) Federal Fiscal Year (FY) 2020/21 for our jurisdiction. The Council determined that it would be in the best interest of the City to use the 2020-2021 funds for Public Facilities, pursuant to Chapter 6, and in particular for infrastructure/multi-use paths within the eligible areas.

Specific allocations for particular projects are expected to take place at subsequent meetings during our budget workshops. City staff will keep the County advised as our budget process progresses. We understand that the above referenced allocation involves very specific eligibility criteria and we look forward to receiving County staff input and insight before bringing any final recommendations to our City Council for adoption prior to the August 1, 2020 deadline.

Should you have any questions or concerns regarding this matter, please feel free to contact me at 239-949-6262 or Elly Soto McKuen, Senior Project Manager at 239-949-6246.

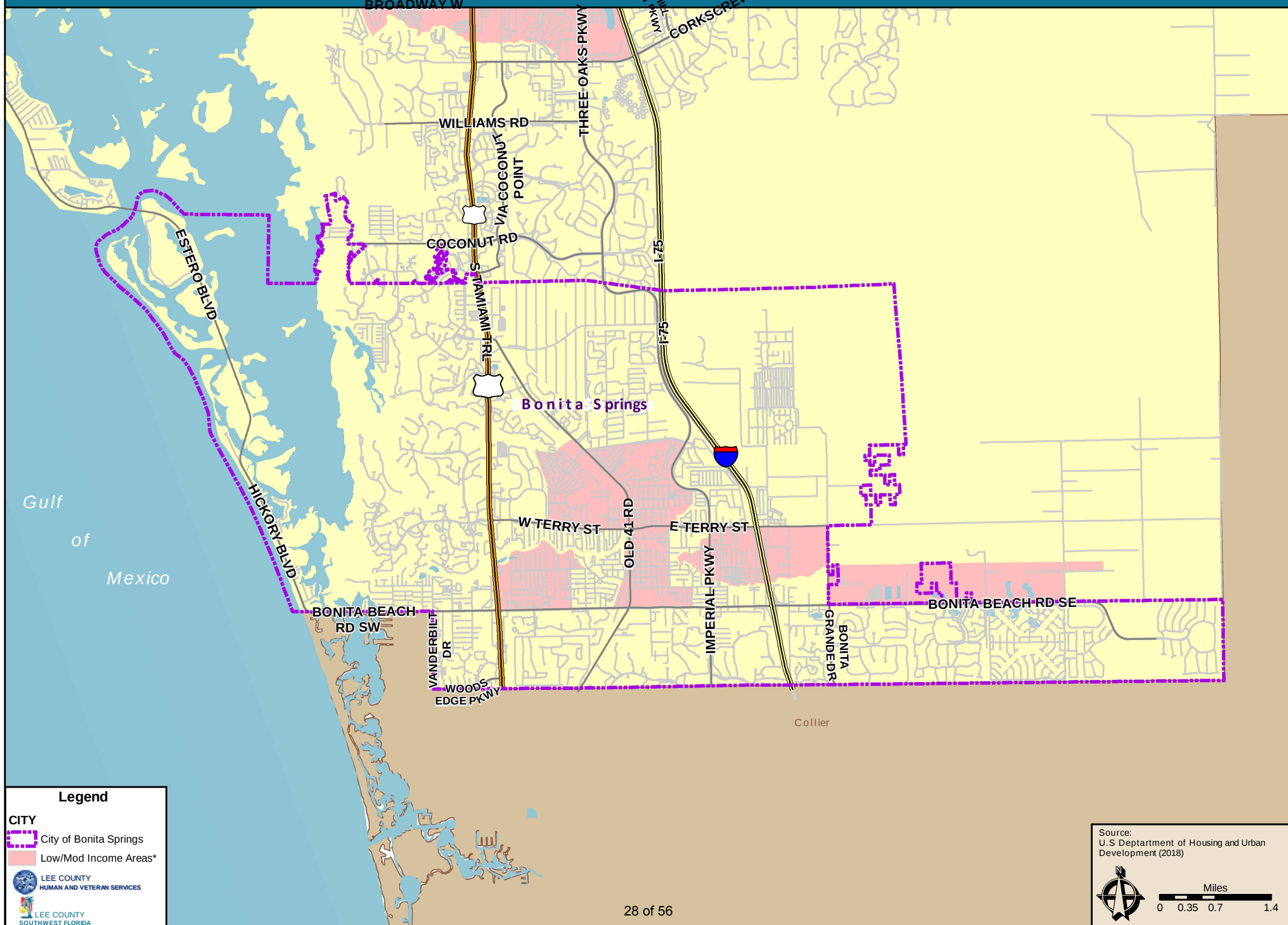
Sincerely,

Arleen Hunter
City Manager

AMH/jes

cc: City of Bonita Springs Mayor and City Council
Roger Desjarlais, Lee County Manager
Debbie Paxton, Contracts Specialist, Human and Veteran Services
Deanna Gilkerson, Program Manager, Human and Veteran Services
Jeannie Sutton, Acting Operations Manager, Human and Veteran Services
Clare Dennehy, Grants Compliance Coordinator
Matt Feeney, Assistant City Manager, City of Bonita Springs
Elly McKuen, Senior Project Manager, City of Bonita Springs
Debra Filipek, City Clerk, City of Bonita Springs

2018 Bonita Springs HUD Low/Moderate Income Areas



*Low/Mod Income Areas are areas that are 80% or less of the (AMI) Area Median Income

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-04-097
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Discussion of communication received from Riverside Park Artist Cottage tenant regarding rent payments.			
MEETING DATE: 4/15/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Councilman Jesse Purdon District 2 And Deputy Mayor Mike Gibson District 5
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☒	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND:			
City Council received a correspondence from Mr. John Paeno, tenant at the Riverside Park artist cottages regarding rent for all cottages during the closure of the park. Deputy Mayor Gibson and Councilmember Purdon separately reached out to staff, both requesting an agenda item to discuss the request. The correspondence received by Mr. Paeno is attached for Council's review.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #8 Economic Development			
STAFF RECOMMENDATIONS: Council's pleasure			
REVIEWED BY:			
City Manager: 			
City Attorney: _____			
City Clerk: _____			
Department Director: _____			
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

Arleen Hunter

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

Honorable Mayor and City Councilpersons,

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

Respectfully, John Paeno
CGT Kayaks

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-04-099
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Discussion of aesthetics within City right-of-ways.			
MEETING DATE: 4/15/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Council Member Quaremba District 1	
☐ 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: In keeping with the City Council's strategic priority regarding community aesthetics, I wish to discuss the possibility of providing design guidelines regarding the placement of items and/or infrastructure within the City's right-of-ways consistent with State law as well as any preemptions. I would like Council's thoughts on requesting recommendations from staff in regards to what could be accomplished to assist in our goals to enhance our community's aesthetics.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #5 Community Aesthetics			
STAFF RECOMMENDATIONS: City Council's pleasure.			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: 			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-04-098
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Mosaic at Oak Creek Impact Fee Reimbursement			
MEETING DATE: 4/15/2020			
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 AGREEMENT		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☒ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: Pursuant to the City's initial redevelopment plans for downtown the City worked with the Mosaic the developer of the Preserve at Oak Creek on several site, road, and infrastructure improvements in the Dean Street corridor which Mosaic agreed to construct. Because these the City sought to take advantage of cost efficiencies due to Mosaic's existing mobilization the scope of the improvements requested evolved throughout the development. This evolution also resulted in no single agreement encompassing the full scope of the improvements nor at what level, if any the City would provide compensation for the requested improvements. A number but not all of the improvements would qualify for impact fee credits under the land development code, however the Bonita code anticipates that impact fee credit determinations will be made prior to their payment. As noted above the circumstances surrounding the Preserve at Oak Creek evolved up in till just recently. Moreover, due to the lack of a coherent agreement on the scope of the City's requests earlier in the process there is some dispute between Mosaic and the City as to which requests were mandatory or optional. To resolve this issue and provide for reimbursement of impact fees paid by Mosaic which otherwise should have been credited the proposed Agreement and amounts have been negotiated by City staff. Note: it is anticipated that all reimbursement will come from the City's impact fee funds, however up to \$180,979.10 of additional improvements may not ultimately qualify and will need to be paid from other legally available funds. Attached: Agreement and Exhibit			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? No. 8 – Downtown Redevelopment			
STAFF RECOMMENDATIONS: Approve the Proposed Impact Fee Agreement			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: 			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

Prepared by and return to:
Derek Rooney, Esq.
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

TRANSPORTATION IMPACT FEE CREDIT AGREEMENT

THIS TRANSPORTATION IMPACT FEE CREDIT AGREEMENT (this “Agreement”) is made as of this ____ day of _____, 2020, by and between the **CITY OF BONITA SPRINGS**, a municipality organized and existing under the laws of the State of Florida (the “City”), with an address for purposes of this Agreement of c/o Public Works Department (“Public Works”), 9101 Bonita Beach Road Bonita Springs, Florida 34135, and **MOSAIC AT OAK CREEK DEVELOPMENT, LLC**, a Delaware limited liability limited company (“Developer”), with an address for purposes of this Agreement of 3414 Forum Blvd, Suite 3, Fort Myers, Florida 33905.

WITNESSETH:

WHEREAS, Developer is the owner of that certain project located on 10500 Dean Street in the City of Bonita Springs, Florida (the “Project”); and

WHEREAS, Developer is obligated pursuant to the Zoning Ordinance 16-02, Development Order DOS15-25484-BOS approved on August 31, 2018 as subsequently amended (“Development Order”), and the Bonus Density Agreement between the Parties, attached hereto and incorporated herein as Exhibit A (collectively “Approvals”), to make certain road capacity improvements associated with its development plans in the City’s downtown redevelopment area to and for that certain roadway and right-of-way improvements (the “Road Improvements”); and

WHEREAS, in addition to the Road Improvements made by Developer, the City desired Developer to make additional on and off-site public improvements in conjunction with its Project. Such additional improvements reflected in the Approvals would include increased capacity as well as other aesthetic and functional enhancements to the downtown redevelopment area (such additional improvements being referred to herein as the “Additional Improvements”); and

WHEREAS, the City was desirous of taking advantage of such cost savings due to Developer’s mobilization in furtherance of the City’s redevelopment goals and vision for the downtown redevelopment area, and is now willing to reimburse Developer for the costs to design, permit and construct the Roadway Improvements and the Additional Improvements as provided herein; and

WHEREAS, the parties acknowledge that Developer has already mobilized and has either commenced or completed construction of the Road Improvements and the Additional Improvements without an agreement with the City with regards to any reimbursement; and

WHEREAS, the City has the legal authority to reimburse Developer for the Road Improvements including specifically through the issuance of impact fee credits for transportation capacity improvements (the “Credits”) as provided by the City’s land development code (the “LDC”); and

WHEREAS, the City Council of City of Bonita Springs also has the legal authority to reimburse Developer for such Additional Improvements through direct reimbursement of authorized costs as well as through the issuance of additional impact fee credits for transportation or park impact fee credits (the “Additional Credits”) as provided by the Bonita Springs Code.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both of the parties to this Agreement, the City and Developer agree as follows:

Article I. *Recitals:* The foregoing recitals are true and correct and are incorporated herein by this reference.

Article II. *Scope of Agreement:* This Agreement is made in conjunction with the construction of the Project including all Road Improvements and Additional Improvements to which Developer has or will dedicate real property to the City prior to or following the date of this Agreement and is making or has made approved roadway, right-of-way and multimodal improvements in order to increase capacity, including, but not limited to, traffic movements, pedestrian, or multimodal capacity in accordance with the City’s requested standards or such additional improvements as requested by City, as described more specifically in Article XI and Article XII herein.

Article III. *Specific Terms:*

The Developer, at its sole cost and expense, shall construct and complete, in accordance with City’s technical standards, all improvements for the Project, as more particularly described in Article XI and Article XII. Until such time as the Road Improvements and Additional Improvements have been completed and accepted by the City, Developer shall be deemed the owner of such improvements; and all risk of loss and liability in connection with the improvements and the construction thereof shall be borne solely by Developer.

- (a). The City acknowledges and agrees that Developer will provide, at its expense, and the City will accept from Developer, any and all additional rights-of-way necessary for the Road Improvements, including those necessary for stormwater treatment and attenuation, subject to the conditions contained herein.

- (b). Prior to and as a condition to acceptance of the Road Improvements by the City, Developer, consistent with Section 2-202 of the LDC, shall provide the City with such evidence as the City may reasonably require to evidence that all fees, costs and expenses relating to the Road Improvements have been paid in full and no person or entity has any right to lien the Road Improvements or the real property on which the Road Improvements are located.
- (c). The City shall not be required to accept either the Road Improvements or Additional Improvements until such time as the City has inspected such improvements and determined that such improvements have been constructed substantially in accordance with the City's requested standards as well as all applicable laws, rules, regulations and governmental permits, including, without limitation, the City's technical standards and road maintenance acceptance policy as such may be amended from time to time. In the event that the City discovers any deficiencies in the construction of any of the aforementioned improvements, the City shall provide Developer with written notice of such deficiencies; and the City shall be under no obligation to accept such improvements until said deficiencies have been corrected to the reasonable satisfaction of the City.
- (d). Prior to and as a condition to acceptance of either the Road Improvements or Additional Improvements by the City, Developer shall provide the City with a warranty regarding the such improvements, together with any other security as may reasonably be required under the LDC in connection with the warranty of the Road Improvements. The warranty shall be in a form and content reasonably acceptable to the City and shall provide that: (i) Developer warrants the construction and operation of any improvements for a period of twelve (12) months; and (ii) Developer shall repair any defects in the improvements discovered by the City during the warranty period.
- (e). The amount of Credits for reimbursement to be assigned by the City to Developer in connection with the Road Improvements shall be equal to the cost of designing, constructing and installing the Road Improvements, and such costs shall be confirmed by the City based on construction contracts, invoices for payment, cancelled checks, affidavits regarding payment, lien waivers and such other information or documentation as may be reasonably required by the City to evidence the cost of constructing and installing the Road Improvements. In connection therewith, Developer hereby agrees to provide the City such documents or information as described above in order to establish the cost of constructing and installing the Road Improvements. In no event shall the Credits for reimbursement given for the Road Improvements exceed \$638,926.58.
- (f). In the event Developer fails to complete the Road Improvements set forth in herein, Developer shall forfeit any Credit reimbursement that is to be awarded.

Article IV. Release

Be it known that, for One Hundred and 00/100's Dollars [\$100.00] paid by Developer to the City and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer, on behalf of itself, its directors, owners, and any predecessor, successor, and their respective heirs and assigns, jointly and severally, does hereby unconditionally and irrevocably release, discharge acquit, and forgive each other from all actions, causes of action, suits, debts, liabilities, contracts, obligations, controversies, judgments, executions, claims and demands, both in law and equity, which Developer has, may have, against the City, whether asserted or unasserted, known or unknown, by reason of any matter or act whatsoever from the beginning of time to the date hereof, relating or pertaining in any way to the Approvals, Road Improvements or Additional Improvements addressed by this Agreement.

Article V. No Joint Venture or Agency Relationship

The City and Developer agree that this Agreement is not intended by either party and shall not be deemed by either party as creating a joint venture or principal/agent relationship between the City and Developer. In addition, this Agreement shall not be deemed a contract for public works or a contract by the City for the construction of public works. The City and Developer acknowledge and agree that: (a) the construction of the Road Improvements by Developer are being undertaken by Developer because the Road Improvements are necessary and will benefit Developer's project while also providing additional transportation capacity; (b) Developer is solely responsible for the construction of the Road Improvements and Additional Improvements and assumes all risk in connection with the construction of the such improvements; and (c) until the City accepts title to the either the Road Improvements or Additional Improvements, the City has no right, title or interest in or to such improvements.

Article VI. Modifications or Amendments to Agreement

No modification or amendment to this Agreement shall be effective unless it is in writing and executed by both the City and Developer.

Article VII. Notices

All notices that are required or that may be given under this Agreement shall be in writing to the addresses set forth above and sent via United States Mail, hand delivery or expedited delivery service.

Article VIII. Governing Law and Venue

This Agreement shall be governed, interpreted, construed, and enforced under the laws of the State of Florida. The parties agree that the venue for any lawsuit brought by either party for breach of this Agreement or for specific performance of this Agreement or for rescission of this Agreement shall be in Lee County, Florida.

Article IX. Fees and Costs

In any action or lawsuit between the parties for breach of this Agreement, to enforce any of the terms of this Agreement, or for specific performance of this Agreement, each party shall bear its own costs and attorneys' fees regardless of who prevails.

Article X. Successors and Assigns

This Agreement shall be binding on the City, Developer and their respective successors and assigns.

Article XI. Road Improvements

The City and Developer hereby agree that the following improvements, more particularly detailed in the Development Order, constitute the Road Improvements contemplated by this Agreement and are eligible for the Credit reimbursement as provided herein:

1. Installation of an 8-foot sidewalk along southern right-of-way of Dean Street as well as 20-foot sidewalk along eastern right-of-way of Old 41 including additional sidewalk enhancements to adjacent retail building. Costs for design, construction, permitting, and engineering not-to-exceed \$110,804.63.
2. Dean Street roadway, including specifically additional milling and roadway reconstruction not initially contemplated in the approved plans. Costs design, construction, permitting, and engineering not-to-exceed \$276,061.95.
3. Appraisal costs and value of land associated with Dean Street right-of-way dedications not-to-exceed \$145,465.00.
4. Costs for design, construction, permitting, and engineering for the kayak launch facility not to exceed \$101,594.00.

Article XII. Additional Improvements

The City acknowledges that as part of the Project Developer has been asked on the City's behalf to install enhanced drainage conveyances, exfiltration, and infrastructure within the Dean Street right-of-way and through the Project site which does not provide additional transportation capacity but is nonetheless a substantial expenditure and improvement to the City's expanded stormwater drainage system. The City hereby agrees, in accordance with the warranty and acceptance standards contained in this Agreement, to reimburse Developer the actual costs of such improvements from legally available funds in an amount not-to-exceed \$180,979.10. Cost reimbursement shall be evidenced in the same manner as provided for impact fee credit reimbursement pursuant to the LDC and as provided otherwise herein.

Article XIII. Reimbursement of Credits Paid

The City acknowledges that subject to the terms of this Agreement that Developer is eligible for reimbursement of impact fees previously paid as Credits towards Developer's impact fee obligations resulting from the Project. Furthermore, to the extent consistent with the requirements of this Agreement, if Developer's Road Improvements exceed Developer's Project transportation impact fee obligations, Additional Credits may be provided or reimbursed against any park impact fee obligations Developer has incurred as provided by the LDC.

Article XIV. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement effective on the above stated date.

CITY OF BONITA SPRINGS:

Date Signed: _____

ATTEST:

Peter Simmons, Mayor

CITY CLERK

Derek Rooney, City Attorney

DEVELOPER:

WITNESSES:

**MOSAIC AT OAK CREEK DEVELOPMENT,
LLC**

By: Mosaic at Oak Creek DE, LLC,
its Managing Member

NAME:_____
[PRINT/TYPE]

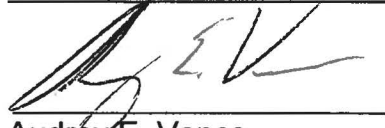
By:_____
Roxanne Amoroso
Authorized Signatory

NAME:_____
[PRINT/TYPE]

**Memorandum
from the
Bonita Springs City Attorney**

Date: June 2, 2016

To: Debbie Filipek, City Clerk

From: 
Audrey E. Vance
City Attorney

RE: Mosaic at Oak Creek
Bonus Density Agreement

Attached is the recorded Bonus Density Agreement between the City of Bonita Springs and Mosaic at Oak Creek, LLC. The Agreement is recorded as instrument No. 2016000114928 in the Official Records of the Lee County Clerk of the Circuit Court.

As the official custodian of the City documents, please retain the original of this record for safekeeping. By copy to those below, I am providing them with a copy for their files.

Please advise if there are any questions related to this matter.

AEV/

Attachment

cc: Carl L. Schwing, City Manager
Arleen M. Hunter, Assistant City Manager
Matt Feeney, Director, Public Works
John Dulmer, Director, Community Development
Jacqueline Genson, AICP, Planning and Zoning Manager
Jay Sweet, PSM, AICP
Stuart Smith, P.E., Development Services
Anne Wright, Director, Finance
Alexander Boswell-Ebersole, Assistant City Attorney
Above with attachment



Reply to
Amanda L. Brock
Direct Dial Number 239.344.1269
E-Mail: amanda.brock@henlaw.com

May 31, 2016

Audrey E. Vance
City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Re: Bonus Density Agreement

Dear Audrey:

Please find enclosed the original Bonus Density Agreement between the City of Bonita Springs and Mosaic at Oak Creek, LLC which was recorded at the Lee County Clerk of Courts on May 27, 2016.

If you have any questions, please feel free to contact me.

Sincerely,

Amanda L. Brock

ALB/mls
Enclosure

JUN 1 2016 PM 2:47

Henderson, Franklin, Starnes & Holt, P.A.

BONUS DENSITY AGREEMENT

This Agreement is made and entered into this 10th day of May, 2016 between the City of Bonita Springs, Florida Municipal Corporation, hereinafter referred to as the "CITY" and Mosaic at Oak Creek, LLC, a Florida Limited Liability Company, whose mailing address is 1763 First Avenue North, St. Petersburg, FL 33713 hereinafter referred to as the "DEVELOPER."

WITNESSETH, that for a consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, "CITY" and the "DEVELOPER" hereby agree as follows:

ARTICLE I

For the purpose of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS set forth in this Agreement shall be consistent with those set forth in the City of Bonita Springs Land Development Code ("LDC"), as amended.

ARTICLE II

In order to establish the background, context and frame of reference for this agreement, and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations, and explanations are set forth. These statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which the Agreement is based.

- 2.1 The "CITY" adopted a Comprehensive Plan pursuant to Chapter 163, Florida Statutes, by Bonita Springs Ordinance No. 02-16, as amended.
- 2.2 The Future Land Use Element of the aforesaid Comprehensive Plan, in order to meet the general goal of said plan, requires the "CITY" to, in part, provide density bonuses to developers in the "Old 41" area who provide certain enumerated features under Policy 1.1.11.b.2.B of said plan.
- 2.3 The "DEVELOPER" will contribute certain of those items as listed under the referenced Policy above and provide great public benefit to the CITY and its residents.
- 2.4 The "CITY" will grant to the "DEVELOPER" bonus density units, consistent with the City's Comprehensive Plan and this Agreement. This Agreement is being entered into before the enactment of an Administrative Code or Land Development Code provision directing the grant of bonus density in conformance with Policy 1.1.11.b.2.B.

BSC-16-02-19

ARTICLE III IMPLEMENTATION AND TIMETABLE

- 3.1 The development will be completed by the "DEVELOPER" according to the timetable in the Development Order which shall control the time frames for construction of the project. The Development Order is hereby incorporated by reference.
- 3.2 No work may begin until the Development Order is approved and permits are issued.
- 3.3 The DEVELOPER intends to construct this project in phases. DEVELOPER further intends to initiate construction of the enhancements identified in Section 4.3 below prior to vertical construction of the residential portion of the project, and will abide by CITY regulations regarding inspections of said enhancements as provided for in the City's Land Development Code after completion of each phase of construction.

ARTICLE IV ASSURANCES

- 4.1 The "DEVELOPER" enters into this contract as a condition for issuance of a building permit or Development Order, as applicable.
- 4.2 The "DEVELOPER" agrees to comply with all other legal requirements imposed by the current or future federal, state, or local laws and regulations as they exist at the time of issuance of the Development Order.
- 4.3 The "DEVELOPER" agrees to provide the following enhancements as in-kind contributions to the CITY for the value as identified in that certain appraisal prepared for the purposes of this Agreement dated 2/12/16 and maintained by the CITY and available for public view, such value as indicated to be \$954,000 attached hereto in lieu of cash contribution or on-site housing units to achieve 53 bonus density units:
 - a. Provide public access to Oak Creek including an access trail, identified three (3) parking spaces, and canoe/kayak launch, at a value of \$36,265 with an additional multiplier of 5.0 for the public benefit received, for a total valuation of \$181,325. Hours of operation for this trail and launch area will be limited to dawn until dusk. DEVELOPER intends to own and maintain the trail and launch area but will dedicate said trail and launch area to the CITY for public use upon recordation of the plat covering the property upon which the trail and launch area are located. The Engineering Opinion of Cost associated with this enhancement is attached hereto as Exhibit "A."
 - b. Provide compensating water quality treatment for Dean Street utilizing pervious parking and exfiltration trenches at a value of \$115,000 with an additional multiplier of 5.0, for a total valuation of \$575,000 for the public benefit received.

The Engineering Opinion of Cost associated with this enhancement is attached hereto as Exhibit "B."

c. Relocate the Dixie Moon Café, install the Dixie Moon Café on a new foundation at its new location as determined by the CITY, and construct public restrooms at a value of \$140,000 with an additional multiplier of 1.5 for the public benefit received, for a total valuation of \$210,000. The DEVELOPER will obtain all necessary permits for the relocation and renovations as stated to the Dixie Moon Café.

d. DEVELOPER will provide a surety or letter of credit for the total value of enhancements detailed in subsections (a)-(c) above in the amount of \$954,000. As each enhancement or phase is deemed complete after CITY inspections, the surety for that enhancement or phase shall also be released.

4.4 The "CITY" hereby agrees to permit the development of 53 bonus density units so long as:

- (a) the bonus density units do not exceed those units permitted in Policy 1.1.11 of the Future Land Use Element of the City of Bonita Springs Comprehensive Plan;
- (b) a building permit or Development Order, as applicable, has been approved; and
- (c) the "DEVELOPER" has met all the terms and conditions of the Agreement.

ARTICLE V ASSIGNABILITY

The right to develop the Bonus Density Units shall run with the building permit or Development Order, as applicable, and shall run with the land. The development of units pursuant to this Agreement shall not be assignable, and any attempt to do so will be considered a breach of this contract.

ARTICLE VI BREACH

Enforcement of this Agreement shall be as provided by the City of Bonita Springs LDC. Waiver by the "CITY" of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement. In the event of a total or partial breach of this Agreement, the Parties will refer to the valuations provided in Section 4.3 above and as evidenced in the enclosed Exhibits to determine the conversion value of the in-kind enhancement to a cash contribution. Such cash contribution will not exceed the total valuation noted for any individual enhancement as identified in Section 4.3. In the event of a partial breach, the extent of the breach shall be determined by an engineer mutually selected and agreed to by both Parties. The cash contribution necessary to fulfill the DEVELOPER's obligation will be determined by the proportionate value of the enhancement remaining as determined by the engineer (i.e. if the

engineer deems the enhancement is 90% complete, DEVELOPER shall only be responsible to pay for 10% of the value of that enhancement as identified in Section 4.3).

ARTICLE VII. MISCELLANEOUS PROVISIONS

- 7.1 It is understood and agreed that this document incorporates and includes all prior negotiation, correspondence, conversation, or understanding applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document unless specifically referred to and incorporated by reference. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 7.2 The "DEVELOPER" agrees to indemnify and hold harmless the "CITY" from or on account of any injuries, damages, omissions, commissions, actions or causes of action accruing as a result of services performed, or not performed, pursuant to this Agreement. "DEVELOPER" shall be liable for all claims, suits, judgments or damages arising from the services or lack of services provided pursuant to this Agreement.

ARTICLE VIII AMENDMENTS

The covenants, terms and provisions contained in this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. The Mayor of the City of Bonita Springs on behalf of City Council, or the Deputy Mayor, shall act in behalf of the "CITY" in executing Amendment(s) to the Agreement. The "DEVELOPER" named hereinabove as a party to this Agreement, as an individual, or if a corporation by its corporate president or vice president, shall act in executing Amendment(s) to the Agreement. In the event of any conflicts between the requirements, provision and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

ARTICLE IX MODIFICATIONS

- 9.1 No modifications, waiver, or termination of this Agreement or of any terms thereof shall impair the "CITY'S" rights with respect to any liabilities, whether or not liquidated, of the "DEVELOPER" to the "CITY" therefore occurred.
- 9.2 Any changes in the terms of this Agreement are subject to the approval of the City Attorney.

ARTICLE X ACCEPTANCE

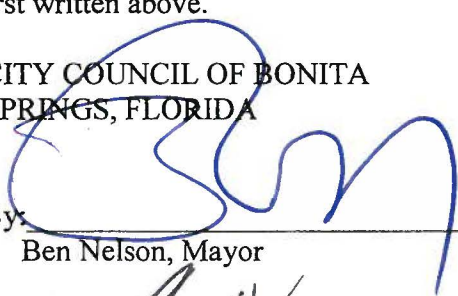
Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

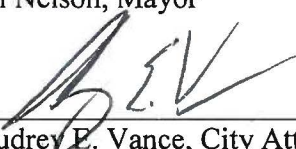
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:

By: 
Debbie Filipek, City Clerk

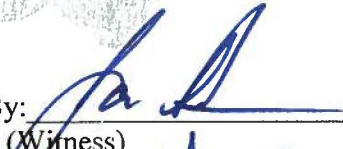
CITY COUNCIL OF BONITA
SPRINGS, FLORIDA

By: 
Ben Nelson, Mayor

By: 
Audrey E. Vance, City Attorney

MOSAIC AT OAK CREEK, LLC
A Florida Limited Liability Company
By: Mosaic Development, LLC, Manager

By: 
Roxanne Amore, President
Principal

By: 
(Witness)

By: 
(Witness)

State of Florida
County of Lee

The foregoing contract was acknowledged before me this 17th day of May 2016, by Roxanne Davis in his capacity as Principal of Mosaic at Oak Creek, LLC, a Florida Limited Liability Company. He is personally known to me or has produced as identification.

Kimberlyann Holbrook
(Signature of person taking acknowledgement)

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



Mosaic @ Oak Creek				
Engineer's Opinion Of Probable Construction Costs				
Proposed Exfiltration Trench				
January 14,2016				
Mosaic @ Oak Creek				
Exfiltration trench	QTY	Unit	Unit Price	Price
18" ADS Pipe	705	LF	\$ 45.00	\$ 31,725.00
Pervious Pavers	5,650	SF	\$ 4.50	\$ 25,425.00
Permeable Base and Sub Base Material under Parking	630	SY	\$ 25.00	\$ 15,750.00
Exfiltration Trench (Includes Woven Geotextile Fabric and ASTM No. 2)	705	LF	\$ 60.00	\$ 42,300.00
		Total Exfiltration Trench	\$	115,200.00

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-04-096
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Receive update on City staff's stormwater data collection efforts.			
MEETING DATE: 4/15/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	John Dulmer, AICP Community Development Director	
☐ 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: City staff continues with the data collection efforts of local and district permits for the incorporated limits for the City of Bonita Springs. Included in this item is brief status update on data collection efforts and other achieved milestones to support this effort.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? Improve Storm Water Management and Environmental Protection			
STAFF RECOMMENDATIONS: Receive update on stormwater data collection efforts.			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: 			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, APRIL 1, 2020
5:30 P.M.
CITY HALL
9101 BONITA BEACH ROAD
BONITA SPRINGS, FLORIDA 34135
MINUTES

COVID-19 NOTICE:

IN ACCORDANCE WITH SOCIAL DISTANCING ORDERS LIMITING GATHERINGS TO TEN PEOPLE OR LESS, ANYONE WHO WISHES TO PARTICIPATE IN PUBLIC COMMENT IS ASKED TO PLEASE SUBMIT YOUR COMMENT VIA EMAIL TO THE CITY AT CITYMEETINGS@CITYOFBONITASPRINGS.ORG BY 10:00 AM ON APRIL 1, 2020.

[CLICK HERE](#) TO WATCH THE MEETING ONLINE, OR VISIT THE CITY'S WEBSITE AT WWW.CITYOFBONITASPRINGS.ORG AND CLICK "HOW DO I?" AND THEN CLICK "WATCH A MEETING LIVE" TO ACCESS THE LIVE STREAM.

I. CALL TO ORDER

Mayor Peter Simmons called the meeting to order at 5:31 p.m.

II. INVOCATION

Mayor Simmons furnished the invocation.

III. PLEDGE OF ALLEGIANCE

Mayor Simmons led in the Pledge of Allegiance.

IV. ROLL CALL

Mayor Simmons and all Council Members were in attendance. Mayor Simmons welcomed new Council Members Jesse Purdon and Chris Corrie.

V. PUBLIC COMMENT ON AGENDA ITEMS

City Manager Arleen Hunter began by addressing Governor Ron Desantis' Executive Order 20-69 relating to public meetings, and addressing this meeting which is being held virtually via Zoom. She also addressed the dedicated email address for the public to provide public comments. Communication Director Lora Taylor addressed the format and public comments for this meeting. Video chat is also open to the public. She noted that all comments received will be included in the record.

City Attorney Derek Rooney addressed the two public comments received with respect to compliance with Florida Statutes. They will be incorporated into the record. He further addressed public comment process for this meeting.

Council Member Laura Carr motioned to accept the provisions for public comment as outlined by the City Attorney for this meeting and public comment; Council Member Amy Quaremba seconded; and the motion carried unanimously.

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

- A. APPROVE RESOLUTION OF THE CITY OF BONITA SPRINGS CONFIRMING THE RESULTS OF THE LEE COUNTY CANVASSING BOARD IN CONJUNCTION WITH THE MARCH 17, 2020 SPECIAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE. (GREENSHEET NO. 20-04-091) **ADOPTED RESOLUTION NO. 20-17**
 - B. ALLOW STAFF TO APPLY FOR THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES SPECIAL CATEGORY GRANT FOR THE GOODBREAD GROCERY BUILDING REHABILITATION. (GREENSHEET NO. 20-04-084)
 - C. APPROVE A SUB-RECIPIENT AGREEMENT BETWEEN LEE COUNTY AND CITY OF BONITA SPRINGS FOR FY2017-2018 (UNALLOCATED BALANCE), FY2018-2019 AND FY2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS. (GREENSHEET NO. 20-04-085)
 - D. APPROVE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) AND THE CITY OF BONITA SPRINGS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) FUNDS FOR THE VOLUNTARY HOME BUYOUT PROGRAM. (GREENSHEET NO. 20-04-086)
 - E. APPROVE THE AMENDMENT OF THE LEASE AGREEMENT WITH KRISTIN PIMENTEL FOR THE USE OF ARTIST COTTAGE #1 FOR ANOTHER ONE-YEAR TERM. (GREENSHEET NO. 20-04-087)
 - F. APPROVE BUDGET RESOLUTION TO INCREASE THE BUDGETS OF CERTAIN GENERAL FUND REVENUE ACCOUNTS AND RELATED EXPENDITURE ACCOUNTS, AND TO TRANSFER FY 2020 BUDGET AMONG CAPITAL PROJECTS FUND AND STORMWATER FUND ACCOUNTS. (GREENSHEET NO. 20-04-088) **ADOPTED RESOLUTION NO. 20-18**
 - G. APPROVE BUDGET RESOLUTION TO TRANSFER FY 2020 CAPITAL FUND BUDGET TO PROVIDE FUNDING FOR PLAYGROUND LIGHTING AT COMMUNITY PARK. (GREENSHEET NO. 20-04-089) **ADOPTED RESOLUTION NO. 20-19**
 - H. APPROVE A CONTRACT AMENDMENT WITH ALTA PLANNING, INC. TO PROVIDE SUPPORT IN THE PREPARATION OF THE BUILD (BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT) GRANT APPLICATION AND AUTHORIZE TO STAFF TO SUBMIT FOR THE TERRY STREET CORRIDOR PROJECT WITH THE CITY MANAGER AS THE AUTHORIZED OFFICIAL REPRESENTATIVE (AOR). (GREENSHEET 20-04-090)
- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS:

Council Member Quaremba stated she was pleased with the Goodbread Grocery item on the agenda as it relates to moving forward with improvements to downtown.

Council Member Gibson congratulated newly elected Council Members Jesse Purdon and Chris Corrie!

VII. PROCLAMATIONS AND PRESENTATIONS: No items.

VIII. MAYOR AND COUNCIL MEMBER ITEMS: No items.

IX. PUBLIC COMMENT: No comments.

X. CITY ATTORNEY'S ITEMS:

XI. CITY MANAGER'S ITEMS:

A. UPDATE ON EMERGENCY MANAGEMENT AND CITY OPERATIONS.

City Manager Hunter next furnished an update on Emergency Management and City Operations. City Attorney Rooney addressed fishing. Taking your family on the boat as long as not in close contact with others is still authorized. He further addressed.

City Manager Hunter next furnished an update on emergency management and city operations. There is updated information on City's website, which includes updates. The city has postponed bids at this time and has posted Imperial Crossing with a new due day of May 15, 2020.

Council Member Laura Carr asked if we can possibly ask for an exception from Governor DeSantis' Executive Order and make our own statistics - for our area. City Attorney Rooney stated at this time not able to opt out which he further explained. It's not a situation that has been authorized at this point.

Council Member Quaremba stated she would like a clarification on essential services as there are all kinds of lists going around. She requested the City Attorney to provide. City Attorney Rooney stated they can provide a list to place on the City's website, noting it will be changing. Council Member Quaremba questioned golf courses. She explained that recreational services are considered essential services, but it doesn't say what services. Derek recreational activities are exempt, not essential services. Council Member Quaremba questioned if there is anything else that needs to be clarified on that list.

START ***Council Member Chris Corrie stated that the Governor's list indicated that they were going to come out with a list of essential services later today. His concern is that this whole response to the virus seems to morph more every day. He suggested maybe considering going to a special meeting to cover city's response to the virus. He also suggested weekly meetings with this one topic (Coronavirus) to inform people of essential services, covered activities, and try to answer questions. Mayor Simmons stated he likes that idea, addressing video updates that were held for Hurricane Irma. He suggested every Wednesday. Council Member Corrie agreed to weekly meetings. Council Member Carr disagreed with weekly meetings. She commended the Communications Director Taylor who does a great job with the website, which is always up to date.

START *** Council Member Jesse Purdon stated that all non-essential businesses will not be operational until this is over. All essential businesses are on the Executive Order. He further explained. They cannot operate unless they are on that list. City Attorney Rooney stated that the order applies to those that are 65 or older and have underlying medical conditions who are required to stay at home. Everyone else is required to stay home unless performing essential services – going to supermarket, or you are a post office worker. He stated that the state and Federal Government will provide a more concise list which they can pass along as soon as possible. He suggested a direct link. Council Member Forbes suggested Eblasting that list out. He also feels that the weekly meetings should focus on statistics. Council Member Corrie suggested

that also at the meetings, invite medical professionals to provide an update on where we stand with respect to the virus.

Council Member Quaremba feels it would be helpful if Staff would summarize the efforts they made for those who are elderly and staying in their homes, the use of beaches, and those that need to go to grocery stores. She feels it's good for people to know what we have been doing to protect our citizens. It's important that the citizens know that we are here.

Council Member Purdon suggested that Council consider, as he has done, reaching out to HOA's. He sent important numbers from Lee Health out. If they can get contact the presidents of the HOA's, they can disseminate information. Council Member Quaremba stated that Ms. Taylor was to have a similar list. She suggested sending to HOA's instead of an Eblast.

XII. MAYOR AND COUNCIL REPORTS:

START ***Council Member Quaremba recognized all who have helped with this, including health care workers, first responder, and all city residents who are heeding the call for shelter in place. she would encourage all to continue those great efforts. she also recognized staff. She suggested reaching out to care agencies to provide a list for donations or how individuals can help for those facing furloughs – a help support list needed. Staff to provide a link that goes to this kind of information – how to get a loan, unemployment, and how to connect with care agencies.

Council Member Purdon also commended Staff who have been very helpful. They have been providing all the answers, and he really appreciates all. He would like to start a distinguished public service award on a monthly basis – fire department, City Staff, etc.

Council Member Carr also thanked Staff.

Council Member Corrie addressed a concern of District 4 residents that elective and non-emergency procedures are not being addressed at the hospitals. He feels there is a need to limit the amount of economic damage.

Council Member Gibson referred to the Finance Director's email earlier in the day and stated that he wants to find out what is being done to combat the shortfall. He also addressed the dog park which is closed and that they are seeing a lot more people walking their dogs through the Bandshell and Liles Hotel areas where there are no dogs allowed. He thanked Staff for everything they do. Keep up the good work!

Council Member Forbes also welcomed Council Members Purdon and Corrie. He also has been sending information to HOA's. He reported that BSU is functioning well and have a drive-thru window for residents. He also praised Staff for all their hard work. He also supports helping small businesses.

Mayor Simmons concurred with all that has been said, and also commended Staff. He next read into the record information from Governor DeSantis 20-91 – The Safer at Home Movement. He informed all that this Executive Order is on the City's website and has been E-blasted throughout the City. He urged all to stay home and informed all of United Way services for rental assistance and unemployment.

Council Member Quaremba thanked all those complying for the orders that are being received.

XIII. APPROVAL OF MINUTES: 03/04/20, 03/13/2020, 03/17/2020

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

XIV. PUBLIC COMMENT: None.

City Manager Hunter addressed an email just received from Martha Simons who expressed a concern regarding contact with people not in HOA's and the Spanish population. She informed Council that the same information that is forwarded to the HOA's will also be on all of the City's media platforms. The same guidelines have been posted in English and Spanish.

Communications Director Taylor addressed a public comment from Bill Simmons regarding water bills from BSU. City Manager Hunter informed Council that the Mayor and herself that FPL and Centurylink will also be working with people individually.

Council to address holding weekly meetings offline with the City Manager. Council Member Carr stated it would be helpful to have information on recoveries. City Manager Hunter suggested working with the City Attorney at looking at meetings in a workshop format, and do some outreach to folks on a virtual presentation. City Attorney Rooney agreed that is a good idea – as more of an informational workshop. Council Member Corrie agreed to informational workshops, and getting updates, and to invite the business community at some point to see how this is affecting them.

City Manager Hunter informed Council of work on updating the City Charter with the Charter Amendments.

XV. ADJOURNMENT.

There being no further items to discuss the meeting adjourned at 6:41 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

Peter Simmons, Mayor