

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, AUGUST 5, 2020
5:30 P.M.
CITY HALL
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135

Public comment available via email and in person

To submit a public comment via email, please email any comments to the City at citymeetings@cityofbonitasprings.org and include the meeting date in the subject line. All emails for public comment must be received by **Noon on Wednesday August 5, 2020**

Interested parties may also attend the public hearing to provide comments in accordance with the City's code or as those provisions may be modified by the City Council. All CDC and FDOH guidelines pertaining to COVID-19 shall be observed at all times.

[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. Public comment on agenda items

V. Zoning and land use items.

A. Second Reading and Public hearing of the following Zoning Ordinance:

Barefoot Beach Hotel Mixed Use Planned Development: A Zoning Ordinance of the City of Bonita Springs, Florida; approving application PD18-45808-BOS rezoning 4.75+/- acres from Community Commercial (CC) and Commercial (CS) to a Mixed Use Planned Development (MPD) to allow a 202 room hotel, 42 multifamily dwelling units and 11,130 square feet of commercial space; for a property located on the north side of Bonita Beach Road, west of Imperial River Road and east of Okeana Street; and providing for an effective date. (Greensheet No. 20-08-203)

Short recess, if needed

B. 1 Second Reading and Public hearing of the following Zoning Ordinance:

A Zoning Ordinance of the City of Bonita Springs, Florida; Considering a request by Pelican Landing Golf Resort Ventures, LP, to amend Lee County Zoning Resolution No. 94-014, Pelican Landing Residential Planned Development (RPD)/Commercial Planned Development (CPD), to (1) rezone 20+/- acres from the Kersey Smoot RPD to the Pelican Landing CPD/RPD; (2) to amend Condition 9 to create "F1" in the RPD land development area and add continuing Care

Facility (CCF), Assisted Living Facility (ALF), Independent Living Facility (ILF) and Health Care Facilities, Groups I, II, and III to the list of permitted uses; and (3) to amend Condition 12 associated with Deviation 12 to allow a maximum of four (4) residential buildings with a height greater than seventy-five (75) feet above minimum flood elevation north of Coconut Road in reference to RPD land development area "F1", on land located within the Pelican Landing Golf Resort (A/K/A Raptor Bay) at the northwest intersection of Coconut Point Resort Drive and Coconut Road, Bonita Springs, FL 34134, on 55 +/- Acres; providing for an effective date. (Greensheet No. 20-08-202)

B. 2 Pelican Landing DRI Amendment, LDC Sec. 4-131(d)(1)c:

A Resolution of the City of Bonita Springs, Lee County, Florida; amending Map H for the Pelican Landing Development of Regional Impact, State DRI#1-9293; providing findings of fact, conclusions of law, action on request and conditions of approval, legal effect and limitations of this development order and administrative requirements, transmittal and effective date.
GREENSHEET AND BACKUP MATERIALS WILL BE PROVIDED VIA ADDENDUM.

Short recess, if needed

- C. Public Hearing to commence the transmittal process to amend the Bonita Springs Comprehensive Plan related to the Bayview on Estero Bay (a/k/a Weeks Fish Camp) project. If approved, transmit to the Florida Department of Economic Opportunity (DEO) through the Expedited State Review Process.

An Ordinance of the City of Bonita Springs, Florida, providing for adoption of a comprehensive plan amendment to the future land use element, to amend the future land use map from City of Bonita Springs Resource Protection, Lee County Outlying Suburban, and Wetlands to Coconut Village and Resource Protection; providing for an amendment to Coconut Village future land use category; providing for intent; providing for severability; providing for an effective date. (Greensheet No. 20-08-208)

Short recess, if needed

NOTE: The entire packet for the above Zoning items is available for review at the Office of the City Clerk. You can also view the entire packet on the City of Bonita Springs Website at:
<http://www.cityofbonitasprings.org/cms/one.aspx?pageId=13788499>

- 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. Review of June 2020 Monthly Capital Improvement Projects Report. (Greensheet No. 20-08-197)
 - B. Review of June 2020 Monthly Financial Reports. (Greensheet No. 20-08-195)
 - C. Approve staff to submit a letter to the Lee County Department of Human and Veteran Services identifying the proposed projects and budget for allocation of the City of Bonita Springs Community Development Block Grant (CDBG) funds for the FY2019-2020 Entitlement budget for public infrastructure within the defined eligible areas. (Greensheet No. 20-08-210)
 - D. Accept Selection Committee's recommendations and authorize staff to begin negotiations with the top ranked consultant, Singhofen & Associates, Inc. for the Spring Creek Bonita Springs Golf Course Flood Improvement Project Phase 1 RFQ 20-03 Design/Construction Improvements. (Greensheet No. 20-08-198)

- E. Authorize staff to purchase and prepare an agreement for City Manager approval of the “Glassinator” wind sculpture art piece by artist Andrew Carson. (Greensheet No. 20-08-205)
- F. Approval of Lee County Interlocal Agreement for Solid Waste Disposal, System Assessment and Supplemental Services with the City of Bonita Springs. (Greensheet No. 20-08-211)
- G. Request approval of Supplemental Task Authorization (STA) from Hole Montes for West Terry St. Pathway Extension from Pine Street to the existing sidewalk at the culvert crossing on the west side of the railroad, in the amount of \$62,70000. (Greensheet No. 20-08-212)
- H. Approve resolution confirming the selection committee’s recommended ranking and authorizing staff to negotiate with the top-ranked vendor, Lit & More, to provide digitizing services to the City’s Community Development department. (Greensheet No. 20-08-217)
- I. Approve a Resolution of the City of Bonita Springs determining that the property identified on the attached list is surplus and should be removed from the city’s inventory, authorizing the City Manager to dispose of the surplus property and providing an effective date. (Greensheet No. 20-08-216)

- Opportunity for City Council comments on Consent Agenda items

VII. Proclamations and Presentations:

- A. Proclamation in recognition of the 15th Annual International Parental Alienation Awareness Day and Bubbles of Love Day.

VIII. Mayor and Council Member items:

- A. Approve a Resolution joining the 2020 National Mayor’s Challenge for Water Conservation. (Mayor Simmons; Greensheet No. 20-08-196)
- B. Appoint a member to the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (Zoning Board) to fill a vacancy on the Board. (Mayor Simmons; Greensheet No. 20-08-207)
- C. Ratify Mayor Simmons signing of Letter of Support to Dr. Michael Savarese of FGCU’s Department of Marine & Marine Sciences in support of FGCU’s DEO Grant Application. (Mayor Simmons; Greensheet No. 20-08-213)
- D. Discussion regarding creation of a Citizen Water Quality Advisory Committee. (Mayor Simmons; Greensheet No. 20-08-214)
- E. discussion of providing incentives, such as administrative leave, to City employees who serve as poll workers for the upcoming elections. (Mayor Simmons; Greensheet No. 20-08-218)
- F. Discussion regarding a request from the owners of property located at 27121 Pine Avenue for Council’s permission to occupy a portion of the City’s right-of-way along Rosemary Avenue. (Gibson; Greensheet No. 20-08-204)

IX. City Attorney’s items:

- A. First reading of an ordinance authorizing the purchase of the 248 acres pursuant to the Settlement Agreement between the City and BG Mine, LLC and BE 287, LLC. (Greensheet No. 20-08-215)

Short recess, if needed

X. City Manager items:

- A. Direction to staff regarding professional services agreement with Capitol Strategies Consulting for legislative and agency lobbying services. (Greensheet No 20-08-201)
- B. Approval a proposal from EnviroStruct LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$985,787.31 for Community Park Baseball Complex Phase 1 renovations. (Greensheet No. 20-08-206)
- C. City's COVID-19 update.

XI. Mayor and Council Member reports:

XII. Approval of Minutes: 07/14/20

XIII. Public Comment:

XIV. Adjournment.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT MEG WEISS, 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.

PRINTED COPIES OF THE AGENDA WILL BE PROVIDED AT THE MEETING. TO VIEW THE ENTIRE CITY COUNCIL MEETING PACKET PLEASE VISIT WWW.CITYOFBONITASPRINGS.ORG

NOTE: AGENDAS ARE AVAILABLE FOR VIEW, AND THE MEETING CAN BE VIEWED AT <http://www.cityofbonitasprings.org/cms/one.aspx?pageId=13788697> THIS MEETING IS TELEVISED ON COMCAST CHANNEL 98. YOU MAY ALSO VIEW THE MEETING ON HOTWIRE CHANNEL 398; CENTURY LINK/PRISM TV CHANNEL 87; AND SUMMIT BROADBAND CHANNEL 96.

NEXT MEETING: 08/19/20

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-203
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Second reading of the following Zoning Ordinance: A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING APPLICATION PD18-45808-BOS REZONING 4.75+/- ACRES FROM COMMUNITY COMMERCIAL (CC) AND COMMERCIAL (CS) TO A MIXED USE PLANNED DEVELOPMENT (MPD) TO ALLOW A 202 ROOM HOTEL, 42 MULTIFAMILY DWELLING UNITS AND 11,130 SQUARE FEET OF COMMERCIAL SPACE; FOR A PROPERTY LOCATED ON THE NORTH SIDE OF BONITA BEACH ROAD, WEST OF IMPERIAL RIVER ROAD AND EAST OF OKEANA STREET; AND PROVIDING FOR AN EFFECTIVE DATE.			
MEETING DATE: August 5, 2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	John Dulmer, AICP, Community Development Director Jay Sweet, AICP, PSM City Planner, City Surveyor Mike Fiigon II Senior Planner	
☐ 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: This is the second reading of a Zoning Ordinance for the Barefoot MPD request. The request is for a 202-room hotel, 42 multi-family units, and 11,130 square feet of commercial space. The case was heard by the Zoning Board on June 16, 2020. At that hearing, a motion to approve the request was made, but failed 2-3, citing transportation concerns and project size and scale. The first reading in front of City Council took place on July 15, 2020 and the motion to move the case to second reading was approved unanimously. The attached Ordinance also addresses an error in the first reading which had out of date exhibits.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Approve the request, as conditioned by staff.			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: 			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 20 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING APPLICATION PD18-45808-BOS REZONING 4.75+/- ACRES FROM COMMUNITY COMMERCIAL (CC) AND COMMERCIAL (CS) TO A MIXED USE PLANNED DEVELOPMENT (MPD) TO ALLOW A 202 ROOM HOTEL, 42 MULTIFAMILY DWELLING UNITS AND 11,130 SQUARE FEET OF COMMERCIAL SPACE; FOR A PROPERTY LOCATED ON THE NORTH SIDE OF BONITA BEACH ROAD, WEST OF IMPERIAL RIVER ROAD AND EAST OF OKEANA STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Barefoot Beach Florida, LLC., has filed an application to request to rezone approximately 4.75 acres from Community Commercial and Commercial zoning districts to a Mixed Use Planned Development to allow a 202 room hotel, 42 multi-family dwellings and 11,130 square feet of commercial space; and

WHEREAS, the subject property is located on the North side of Bonita Beach Road between Imperial River Road and Okeana Street and is described more particularly in:

"See Exhibit A"

WHEREAS, a Public Hearing was advertised and heard on June 16, 2020, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case PD18-45808-BOS which considered the evidence available and recommended denial (2-3) after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City, and the testimony of all interested parties. The June 16, 2020 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing, as part of the City Council hearing record, are on file with the City Clerk.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to rezone the subject property to Mixed Use Planned Development, consistent with the Master Concept Plan; detailed and conditioned as follows:

Uses: The following uses will be allowed within this Mixed Use Planned Development:

1. Accessory uses and structures
2. Administrative offices
3. ATM (Automatic Teller Machine)
4. Banks and financial Establishments: Group I
5. Bar or cocktail Lounge
6. Broadcast studio commercial radio and television
7. Business services: Group I (excluding bail bonding and blood donor stations)
8. Clothing stores, general
9. Cultural facilities
10. Consumption on premises – limited to private club or restaurant use
11. Day care center, child, adult
12. Dwelling units: Multiple-family building(s) – limited to 42 dwelling units
13. Entrance gates and gatehouse
14. Essential services
15. Essential service facilities: Group I
16. Excavation: Water retention
17. Fences, walls
18. Food and beverage service, limited
19. Food stores: Group I
20. Hardware store
21. Health care facilities, Group I
22. Hobby, toy and game shops
23. Home occupation
24. Hotel/motel – limited to 202 hotel rooms
25. Laundry or dry cleaning: Group I
26. Package Store
27. Paint, Glass and Wallpaper
28. Parking lot: Accessory, Commercial Garage, public and private parking Temporary
29. Parks: Group I
30. Personal services: Group I and II (excluding massage establishment, escort services, palm readers, fortune teller or card reader, and tattoo parlors, except massage may be permitted within a health or beauty spa).
31. Pet services
32. Pet shop
33. Recreation facilities: Personal or Private—On site
34. Real estate sales office
35. Rental or leasing establishment: Group I, and II
36. Repair shops: Groups I, and II
37. Research and development laboratories: Group I, II, III, IV

- 38. Residential accessory uses
- 39. Restaurant: Groups I, II, and III (including outdoor COP and seating)
- 40. Schools: Commercial
- 41. Specialty retail shops: Group I, II, and III
- 42. Studios
- 43. Signs in accordance with Chapter 6
- 44. Used merchandise stores, Groups I and II Variety Store

Property Development Regulations: The property shall be subject to the following development standards:

Minimum Lot Area: 4.75 Acres (Depth 440', Width 470')

Maximum Lot Coverage: 85%

Minimum Setbacks:	Building 1 Retail/Hotel	Building 2 Hotel/MF	Building 3 Parking Garage
Front (BBR)	13 feet	150 feet	250 feet
Side	20 feet	50 feet	25 feet
Rear	80 feet	149* feet	25 feet
Max. Height: (eave)	45 feet	75* feet	31 feet

* Should Rear Yard Setback be less than 149', the maximum permitted height shall not exceed 55', which is compatible with the maximum permitted height of the residential properties to the north, based on the future land use category of Medium Density Residential.

Conditions: This project is subject to the following conditions:

1. Except as modified by conditions or deviations herein, the proposed project must comply with the Bonita Springs Land Development Code, the Lee County Land Development Code (for any work done within the right-of-way of Bonita Beach Road), or any other applicable codes or regulations at time of local development order.
2. The project shall be consistent with the Master Concept Plan titled "BONITA BEACH - MPD MIXED USE HOTEL/RETAIL 4200 BONITA BEACH ROAD SW" prepared by RMC LLC., consisting of 2 sheets, having a date stamp of April 29, 2020, attached hereto and made a part hereof (Exhibit "B"), and as modified by the conditions set forth herein.

3. Hotel units may not be converted to additional multi-family units, unless approved by the City Council through amendment to this planned development.

4. Environmental.

In support of Deviation 4, which requests relief from LDC Section 3-417(b)(1)a), the acreage of the required indigenous area for this project is 0.71 acres and shall be mitigated off-site in accordance with one of the options listed below.

- a. The Applicant will relocate three (3) existing Turkey Oak trees to the general location shown on the MCP or another location with adequate space as found suitable by a Certified Arborist. At the time of local development order the applicant and the City staff shall explore alternate on site locations for the relocation of the Turkey Oaks. City Staff shall have the authority to delete up to three (3) parking spaces if deemed necessary to provide an optimum location for these trees. The relocation shall be conducted according to International Society of Arborist Best Management Practices and Right Tree Right Place principles, and shall be done as part of the first local development order for the property.
- b. In addition, a fee in lieu paid to the City of Bonita Springs to purchase, restore, and maintain 0.82 acres of Xeric Oak and/or Upland Scrub, at a cost of \$57,700, to mitigate for the required on-site indigenous area of 0.71 acres. The developer is proposing to mitigate for an additional 0.11 acre due to the type of habitat on the subject property. The fee in lieu includes the costs for seven (7) years of monitoring and maintenance shall be included in the fee, estimated at \$1,000 per year. This fee shall be paid at time of issuance of the first local development order for the property. These funds may go towards the improvement of existing governmental conservation lands or for new acquisition of Xeric Oak and/or Upland Scrub habitat.
- c. At time of local development order, an FWC permit for the relocation of gopher tortoises shall be provided.
- d. The abundance of rare and unique plants on this this property provide an exceptional opportunity to enhance the flora communities within the City. To that end the applicant shall allow the harvesting of these species for a 45-day prior to any clearing activities. All harvesting activities shall be coordinated with the City's Environmentalist.
- e. Heritage Tree replacement ratio 1:1 with six (6) native tree species acceptable to staff, with all trees a minimum of 20 ft.

5. Shuttle Service.
 - a. A shuttle service will be provided from the subject property to Bonita Beach and surrounding points of interest based upon demand. The shuttle service will enter the front of the property through the Bonita Beach Road and pick up passengers at the main entrance to the hotel. The shuttle would leave the property and enter Bonita Beach Road again. A proposed circulation time would be between 8 AM until 5 PM, based upon fluctuations in seasonal demand.
 - b. 42 parking spaces available for public use will be reserved in the on-site parking garage.
6. Enhanced Buffer. Prior to local development order approval, the plans must delineate an enhanced 25-foot wide Type "F" buffer adjacent to the northern property line. The enhanced northern buffer must be 25 feet wide and must contain a double-staggered hedgerow planted at 48 inches and maintained at 60 inches; five (5) canopy trees per 100 linear feet, which must be 45 gallons, 12-14 feet in height at the time of planting; and an additional 16 palms per 100 linear feet, clustered in groups of 3 to 5 palms per cluster, planted at 14 to 18 foot clear trunk (Greywood).
7. The architecture shall be consistent with the renderings contained herein (Attachment H).
8. The parking structure shall be designed with enhanced façade treatments along all four elevations. All covered parking structure areas under buildings shall be designed with primary façade treatments on all exterior facades visible to a right of way and adjacent properties.
 - a. Lighting on the top floor of the garage shall not exceed the height of the garage wall and shall be Dark Skies compliant.
 - b. A row of plantings shall be placed along the wall of the top floor of the garage as an additional screening measure for visibility towards the northern residential properties.
 - c. The surface parking lot shall be designed in accordance with LDC 4-899, with regards to development regulations for properties located within the Bonita Beach Road Corridor.
9. Outdoor Seating and Outdoor Consumption on Premises.
 - a. Pursuant to the Master Concept Plan and the Schedule of Uses, Consumption on Premises (Outdoor), with seating, is approved for Buildings #1 and #2 only. The locations of the seating areas shall be

oriented towards Bonita Beach Road and must be a minimum of 250' away from any residentially-zoned property.

- b. Any outdoor seating for Building #1 along the northern portion of the building will be prohibited.
- c. All outdoor seating for Building #2 must be located on the pool deck area, above the main entry to the hotel, and shall not be located on the north, east or west sides of the building facing residentially-zoned properties.
- d. Outdoor seating with or without COP is prohibited in Building #3.

10. Outdoor Entertainment.

- a. For the purpose of this set of conditions, outdoor entertainment is defined as live music or other activities that utilize amplified sound.
- b. Outdoor entertainment is limited to 12:00pm – 10:00pm, Monday-Sunday.
- c. Any outdoor speakers must be oriented away from any residentially-zoned properties to the north, east and west.
- d. The Noise Control Ordinance remains in full force and effect, accept as modified herein:
 - i. In the event of a noise complaint, noise measurements shall be taken from the property line of the subject property closest to the complainant land, and not the receiving land.
- e. Nothing in these conditions shall hinder the applicant's ability to submit for temporary use permits or special event permits in conjunction with the land development code requirements for Bonita Springs.

11. Additional Conditions. At the time of local development order, the property owner shall meet the following criteria:

- a. Provide engineering plans showing how the site will store and treat its surface water runoff consistent with the City's Comprehensive Plan and the City's LDC, including compliance with Policy 9.3.3 of the Conservation/Coastal Management Element of the City's Comprehensive Plan, which states that an additional fifty (50) percent water quality is required over the already required South Florida Water Management District water quality.
- b. Provide a drainage analysis demonstrating that the site development plan has no adverse impact on adjacent properties and that there is sufficient on-site drainage capacity, storm-water conveyance, and controlled discharge. The drainage analysis shall include, but not be limited to:

- i. an Interconnected Pond and Channel Routing (ICPR) Model. The 100-year 24 hour storm event is the primary storm used to evaluate the proposed design. The City reserves the right to request additional modeling of other storm events upon review of the data. All data submitted shall be formatted for inclusion into the city's Interconnected Pond Routing (ICPR) Model.
- ii. a drainage map for all contributory areas within and into the development, showing flow paths/arrows, existing on-site and offsite drainage structures (sizes and inverts), and sub-basin areas; and (2) hydrologic and hydraulic calculations for the 5-, 25-, and 100-year design storm events in order to establish existing baseline conditions.
- iii. Drainage impediments identified during the modeling process must be addressed in the drainage plan.
- c. Roof gutters, downspouts and yard drains will be required to collect roof drainage and direct flow into yard drains or central drainage system to outfall structure.
- d. Additional signage, such as stop signs, will be required to ensure traffic flow access into and out of the site remains safe.
 - i. Roadway connection to Imperial River Road requires right-of-way permits through the Public Works Department.
- e. The Fence/Wall shown on the MCP adjacent to parking in the southwest quadrant of the lot shall be a wall. The parking adjacent to the wall shall be moved 5' to the north.
- f. Upon approval the applicant shall update the MCP to reflect all of the condition contained herein.

Deviations:

1. Relief from LDC Section 4-741(e)(1)(a), which requires a deviation for buildings and structures exceeding exceed 55 feet in height subject to increased setbacks for the Bonita Beach Road Corridor west of US 41, to permit a maximum building height of 75' & 50' minimum side yard setbacks as shown on the proposed Master Concept Plan (MCP).
2. Relief from LDC Section 3-418(d)(6), which requires if roads, drives, or parking areas are located less than 125' from an existing residential subdivision or residential lots. a solid wall or combination berm and solid wall not less than eight feet in height must be constructed not less than 25 feet from the abutting property and landscaped (between the wall and the abutting property) with a minimum of five trees and 18 shrubs per 100 lineal feet; to allow for the side of the parking garage to

be provided in lieu of the wall. The parking garage will be 31 feet in height and will be constructed 25' from the abutting property and landscaped between the wall and the abutting property with a minimum of five trees and 18 shrubs per 100 lineal feet.

3. Relief from LDC Section 3-417, which requires the minimum 20% of the development area to serve as open space; to allow for 15% of the site to serve as open space.
4. Relief from LDC Section 3-417(b)(1)(a), which requires the minimum 50% of the required open space as indigenous vegetation, to allow for off-site mitigation or a payment-in-lieu of the required indigenous preserve areas.
5. Relief from LDC Section 3-418(d)(4), which requires a 15-foot wide type "D" buffer where proposed commercial development abuts public rights-of-way; to allow for a modified 10-foot wide landscape buffer between the proposed parking area and Bonita Beach Road and eliminate the landscape buffer between the commercial liner building and Bonita Beach Road.

SECTION TWO: FINDINGS AND CONCLUSIONS

Based upon an analysis of the application and the standards for approval of a planned development rezone, the City Council makes the following findings and conclusions:

1. The Applicant has proven entitlement to the rezoning by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.
2. Approval of this request will not place an undue burden upon existing transportation or planned infrastructure facilities. The appropriate roadway links are currently over capacity, but the traffic generated by the proposed zoning will not have a significant impact on the volume.
3. Urban services, as defined in the Bonita Springs Comprehensive Plan, are available and adequate to serve the proposed land use.
4. The requested planned development:
 - a. appropriately conditioned meets or exceeds all general performance and locational standards set forth for potential uses allowed by the request;
 - b. is consistent with the intensities and general uses set forth in the Bonita Springs Comprehensive Plan, while the request does not

include residential density, outside of a caretaker's residence within the proposed building, and thus, the project is well below the permitted maximum density; and

c. is compatible with existing uses in the surrounding area.

5. Additionally, pursuant to section 4-299(a)(2) and (4) of the LDC;

a. The proposed use or mix of uses is appropriate at the subject location;

b. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.

c. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

SECTION THREE: INCORPORATION OF RECORD

City Council of Bonita Springs hereby adopts and incorporates into this ordinance the record hearing exhibits and attachments considered as part of the application as follows:

EXHIBITS:

A. Legal Description and Sketch of the Subject Property.

B. Revised Master Concept Plan (MCP) dated December 2019.

ATTACHMENTS:

A. Staff Informational Analysis

EXHIBITS:

A. Legal Description and Sketch of the Subject Property

B. Master Concept Plan (MCP) dated December 2019

ATTACHMENTS:

A. Transcript of Neighborhood Meeting

B. Background and Informational Analysis

C. Application for Planned Development

D. Traffic Report

E. Environmental Report

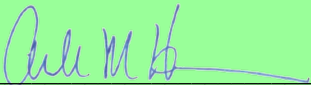
F. Lee County Comment Letter

G. Citizen Responses

H. Architectural Renderings

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect upon adoption.

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-08-202
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Second reading of the following Zoning Ordinance: A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST BY PELICAN LANDING GOLF RESORT VENTURES, LP, TO AMEND LEE COUNTY ZONING RESOLUTION NO. 94-014, PELICAN LANDING RESIDENTIAL PLANNED DEVELOPMENT (RPD)/COMMERCIAL PLANNED DEVELOPMENT (CPD), TO (1) REZONE 20+/- ACRES FROM THE KERSEY SMOOT RPD TO THE PELICAN LANDING CPD/RPD; (2) TO AMEND CONDITION 9 TO CREATE "F1" IN THE RPD LAND DEVELOPMENT AREA AND ADD CONTINUING CARE FACILITY (CCF), ASSISTED LIVING FACILITY (ALF), INDEPENDENT LIVING FACILITY (ILF) AND HEALTH CARE FACILITIES, GROUPS I, II, AND III TO THE LIST OF PERMITTED USES; AND (3) TO AMEND CONDITION 12 ASSOCIATED WITH DEVIATION 12 TO ALLOW A MAXIMUM OF FOUR (4) RESIDENTIAL BUILDINGS WITH A HEIGHT GREATER THAN SEVENTY-FIVE (75) FEET ABOVE MINIMUM FLOOD ELEVATION NORTH OF COCONUT ROAD IN REFERENCE TO RPD LAND DEVELOPMENT AREA "F1", ON LAND LOCATED WITHIN THE PELICAN LANDING GOLF RESORT (A/K/A RAPTOR BAY) AT THE NORTHWEST INTERSECTION OF COCONUT POINT RESORT DRIVE AND COCONUT ROAD, BONITA SPRINGS, FL 34134, ON 55 +/- ACRES; PROVIDING FOR AN EFFECTIVE DATE.		
MEETING DATE: 8/5/2020		
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: This request has been scheduled as part of on-going litigation between the City of Bonita Springs and WCI COMMUNITIES, LLC over the Raptor Bay project. The Zoning Board public hearing is scheduled for August 4, 2020 at 1PM using communications media technology. This rezoning petition was remanded in February 2016 to the City of Bonita Springs Board for Land Use Hearing and Adjustment and Zoning Board of Appeals for review under Lee Plan and Lee County LDC at time of annexation. In addition to the remand, the Applicant filed multiple lawsuits against the City stemming from the Annexation Agreement. The Final Judgement Confirming Final Arbitration Order for Case 17-CA-3966 stated that the Annexation Agreement is enforceable. The Court ordered and adjudged that WCI's rezoning application, PD15-23946-BOS, was approved. WCI Communities has entered into a contract purchase agreement with London Bay Homes. London Bay Homes is requesting to satisfy the Zoning Board remand and obtain the requisite zoning ordinance memorializing the Final Judgement Confirming Final Arbitration Order and Case 17-CA-3966. London Bay is also requesting the ability to establish a future interconnect to the Bayview on Estero Bay project and modify the schedule of uses to add Assisted Living Facilities; Continuing Care Facilities; Health Care Facilities, Groups I, II, and III; and Independent Living Units. Other changes will include memorializing subsequent amendments to Condition 12 as approved by Lee County. This is the second reading and public hearing of a Zoning Ordinance for the Pelican Landing RPD/CPD amendment request.		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?		
STAFF RECOMMENDATIONS: See attached Staff Report Packet		
REVIEWED BY: City Manager: <u></u> City Attorney: _____ City Clerk: _____ Department Director: _____		

COUNCIL ACTION:

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

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 20 -

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST BY PELICAN LANDING GOLF RESORT VENTURES, LP, TO AMEND LEE COUNTY ZONING RESOLUTION NO. 94-014, PELICAN LANDING RESIDENTIAL PLANNED DEVELOPMENT (RPD)/COMMERCIAL PLANNED DEVELOPMENT (CPD), TO (1) REZONE 20+/- ACRES FROM THE KERSEY SMOOT RPD TO THE PELICAN LANDING CPD/RPD; (2) TO AMEND CONDITION 9 TO CREATE "F1" IN THE RPD LAND DEVELOPMENT AREA AND ADD CONTINUING CARE FACILITY (CCF), ASSISTED LIVING FACILITY (ALF), INDEPENDENT LIVING FACILITY (ILF) AND HEALTH CARE FACILITIES, GROUPS I, II, AND III TO THE LIST OF PERMITTED USES; AND (3) TO AMEND CONDITION 12 ASSOCIATED WITH DEVIATION 12 TO ALLOW A MAXIMUM OF FOUR (4) RESIDENTIAL BUILDINGS WITH A HEIGHT GREATER THAN SEVENTY-FIVE (75) FEET ABOVE MINIMUM FLOOD ELEVATION NORTH OF COCONUT ROAD IN REFERENCE TO RPD LAND DEVELOPMENT AREA "F1", ON LAND LOCATED WITHIN THE PELICAN LANDING GOLF RESORT (A/K/A RAPTOR BAY) AT THE NORTHWEST INTERSECTION OF COCONUT POINT RESORT DRIVE AND COCONUT ROAD, BONITA SPRINGS, FL 34134, ON 55 +/- ACRES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PELICAN LANDING GOLF RESORT VENTURES L P, has filed an application to request to amend a portion of the previously approved Pelican Landing Residential Planned Development (RPD)/Commercial planned development (CPD) and Kersey Smoot RPD to redevelop a portion of an existing golf course with residential uses; and

WHEREAS, the subject property is located at, Bonita Springs, Florida 34135 and is described more particularly as:

"See Exhibit A"

WHEREAS, a Public Hearing was advertised and heard on August 4, 2020, by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case PD15-23946-BOS which considered the evidence available and recommended **APPROVAL/DENIAL (0-0)** after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City, and the testimony of all interested parties. The July 28, 2020 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing, as part of the City Council hearing record, are on file with the City Clerk.

WHEREAS, the rezoning petition was remanded in February 2016 to the City of Bonita Springs Board for Land Use Hearing and Adjustment and Zoning Board of Appeals for review under Lee Plan and Lee County LDC at time of annexation; and

WHEREAS, in addition to the remand, the Applicant filed multiple lawsuits against the City stemming from the Annexation Agreement and the City's failure to meet its obligations under the Annexation Agreement; and

WHEREAS, the City and WCI consented to the determination of a mandatory arbitration decision to limit the continued uncertainty and costs of litigation; and

WHEREAS, the Final Judgement Confirming Final Arbitration Order for Case 17-CA-3966 stated that the Annexation Agreement is enforceable; and

WHEREAS, the Court ordered and adjudged that WCI's rezoning application, PD15-23946-BOS, was approved for the following:

- a. Condition 9 is amended to create RPD land development area F1 consisting of 55+/- acres; and
- b. Condition 12 associated with deviation 12 is amended to allow a maximum of four (4) residential buildings with a height greater than seventy-five (75) feet above minimum flood elevation north of Coconut Road in reference to the RPD land development area F1 request (up to twenty stories in height over two stories of parking); and
- c. Twenty (20) +/- acres from the Kersey Smoot RPD is added to the Pelican Landing CPD/RPD and rezoned to RPD land development area F1; and
- d. Thirty-five (35) +/- acres from RPD Land Development Area E is added to RPD land development area F1.

WHEREAS, WCI Communities has entered into a contract purchase agreement with London Bay Homes. London Bay Homes is requesting to satisfy the Zoning Board remand and obtain the requisite zoning ordinance memorializing the Final Judgement Confirming Final Arbitration Order; and

WHEREAS, London Bay Homes is requesting additional changes beyond the Final Judgment that include establishing a future interconnect to the Bayview on Estero Bay project and modification to the schedule of uses to add Assisted Living Facilities; Continuing Care Facilities; Health Care Facilities, Groups I, II, and III; and Independent Living Units; and other changes that memorialize subsequent amendments to Condition 12 as approved previously by Lee County.

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

SECTION ONE: RECITALS

The forgoing recitals are true and correct and are incorporated herein by this reference.

SECTION TWO: APPROVAL OF REQUEST

The City Staff recommends **APPROVAL** of Petition PD15-23946-BOS, Pelican Landing RPD/CPD City Council to amend Lee County Zoning Resolution No. 94-014 in accordance with the Final Judgment Confirming Final Arbitration Order for Case 17-CA-3966 and in addition to the following changes.

For Condition 2b, all new text shown with a single underline indicates changes resulting from the Final Judgment Confirming Final Arbitration Order for Case 17-CA-3966. New text with double underline indicates changes requested by LBH.

Conditions:

1. In accordance with the Final Judgment Confirming Final Arbitration Order for Case 17-CA-3966, the City acknowledges Lee County Zoning Resolution No. 94-014 was deemed amended to incorporate the following changes:
 - a. Condition 9 is amended to create RPD land development area F1 consisting of 55+/- acres; and
 - b. Condition 12 associated with deviation 12 is amended to allow a maximum of four (4) residential buildings with a height greater than seventy-five (75) feet above minimum flood elevation north of Coconut Road in reference to the RPD land development area F1 request; and
 - c. Twenty (20) +/- acres from the Kersey Smoot RPD is added to the Pelican Landing CPD/RPD and rezoned to RPD land development area F1; and
 - d. Thirty-five (35) +/- acres from RPD Land Development Area E is added to RPD land development area F1.
2. The following conditions apply to those requests beyond that of the Final Judgment Confirming Final Arbitration Order for Case 17-CA-3966:
 - a. The development of this project must be consistent with the Master Concept Plan (MCP) entitled Pelican Landing RPD/CPD Area F-1 Conceptual Master Plan (**Exhibit A**), stamped received July 7, 2020, except as modified by the conditions contained herein. This development must comply with all requirements of the County's LDC in effect as of March 26, 2014, at time of local development order approval, except as may be granted by deviation as part of this planned development. Approval of a Final Zoning Plan is still required in accordance with Condition 1 of Lee County Resolution Z-94-014.

- b. Conditions 9 and 12 of Lee County Resolution Z-94-014 are hereby amended for the development of this project.

Residential Planned Development

8. Permitted uses in RPD land development Area A:

Zero lot line, Single-Family, Two-Family Attached
Residential Accessory Uses, including but not limited to:
- Private garages, carports and parking areas
- Private swimming pools and enclosures
- Private tennis courts
Model Homes, Model Units and Model Display Center,
limited to residential uses within Pelican Landing
Speculative Home
Temporary Sales and/or Construction Office
Administrative Offices
Home Occupation
Entrance Gates and Gatehouses
Public and Private Parks, Playgrounds, Tot Lots, Community
Swimming Pools, Tennis Courts or other community
recreational amenity, Playfields and Commonly Owned
Open Space
Essential Services
Signs

9. Permitted Uses in RPD land development Areas B, C, D,
~~and F, and F1~~ (Area F-1 limited to a maximum of 503
dwelling units):

Residential Uses, including but not limited to:
- Zero lot line
- Two family attached
- Townhouse
- Duplex
- Single family
- Multiple family buildings
Residential Accessory Uses, including but not limited to:
- Private garages, carports and parking areas
- Private swimming pools and enclosures
- Private tennis courts
- Private boat docks (where permitted by DRI
Development Order)
Model Homes, Model Units and Model Display Center,
limited to residential uses within Pelican Landing
Temporary Sales and/or Construction Office
Administrative Offices
Golf Courses, Golf Course Accessory and Associate Uses,
including but not limited to:

- Club house
- Maintenance facility
- Pro shop
- Alcoholic beverage consumption in the club house
- Snack bar at the ninth hole or other appropriate location
- Ball washers
- Restrooms and other uses which are normal and accessory to the golf course

Assisted Living Facility (ALF) (at a density of 4 ALF beds: 1 residential dwelling unit), limited to area F-1. (An ALF is also permitted in RPD Area D on the parcel located at the southeast corner of Spring Creek Road and Coconut Road pursuant to Z-96-055).

ALF/CCF Accessory uses and structures, ALF/CCF including, but not limited to: small-scale retail and personal services for use by residents such as ATM's, auditoriums, banking, barber and/or beauty shop, spa services, laundry and/or dry cleaning (Group I and II), medical offices, pharmacy, postal services, rehabilitation facilities, sundries, and other community recreational facilities and similar uses)

Club, country

Club, private

Continuing Care Facility (CCF), calculated at a density of 2

CCF units: 1 residential dwelling units, limited to area F-1

Health Care Facilities, Groups I, II, and III, limited to area F-1

Home Occupation

Independent Living Units (ILF), calculated at a density of 2

ILF units: 1 residential dwelling units, limited to area F-1

Entrance Gates and Gatehouse

Public and Private Parks

Playground, Tot Lots

Community Swimming Pools

Tennis Courts or other community recreational amenity

Playfields

Essential Services

Essential Service Facilities

Signs

Excavation-water retention

12. Deviation (12) is approved for RPD Area F, F1, and CPD Area B. These areas may be developed with a maximum building height exceeding 75 feet above minimum flood elevation only if in compliance with the following development regulations. All buildings 45 feet in height or less shall comply with normal setbacks required of conventional multi-family zoning districts. All buildings over 45 feet shall provide one foot of setback from the

Pelican Landing perimeter property line for every foot of elevation. In recognition of the wetlands north of Coconut Road, the setback for structures in excess of 75 feet in CPD Area B, ~~and the RPD Area F, and RPD Area F-1~~ that is adjacent to Coconut Road may be per LDC Section 34-2174.

The regulations set forth below in 12.a through 12.e apply to the development of buildings greater than 75 feet above minimum flood elevation:

a. Minimum Lot Area and Dimensions

Lot Size	10,000 square feet
Lot Area per Unit	1,000 square feet
Width	100 feet
Depth	100 feet

b. Minimum Setbacks

Private Road	25 feet
Side Yard	25 feet
Rear Yard	25 feet
Waterbody	25 feet

c. A minimum building separation of 125 feet shall be provided between those buildings above 75 feet.

d. A maximum of 8 residential buildings and one hotel building with a height of greater than 75 feet, above minimum flood elevation may be permitted south of Coconut Road. Such buildings may be located within RPD Area F (residential) and CPD Area B (Hotel). The F-1 parcel located north of Coconut Road may be developed with four (4) multi-family buildings up to twenty (20) habitable floors over two (2) floors of parking and additional buildings with a height less than seventy-five (75) feet are also permitted; OR parcel F-1 may be developed with single-family, zero lot line, duplex, townhouse, and multi-family buildings up to 120 feet over parking.

e. A minimum of 15% open space shall be provided for each multi-family building site/Continuing Care Facility (CCF) that is or exceeds 75 feet in height.

3. Environmental Conditions-Subject to modification

- a. No further clearing or development is permitted west of the 50' offset development line (generally the existing vegetation line).
- b. Wetland impacts are prohibited.

- c. Fertilizer ordinance. The City's Fertilizer Ordinance will supersede any conflicting conditions within the previously approved Planned Development and DRI approvals.
- d. Mangrove trimming. In an effort to promote the health of the mangroves that provide hurricane protection and contribute to the health of the Estero Bay Aquatic Preserve, mangrove trimming is prohibited within or abutting RPD land development area F-1.
- e. Upon redevelopment of the golf course, the Applicant will undertake semiannual surface water quality monitoring for a period of three (3) years post construction and during the wet and dry seasons every third year thereafter. If results are outside of state recognized acceptable parameters, golf course management practices will be adjusted, and semi-annual monitoring will continue until parameters are within acceptable levels. Redevelopment of the golf course and related lake systems will continue to comply with Audubon International Standards.

4. Transportation

- a. Village of Estero. Before the issuance of any local development order, The developer is required to enter into an agreement for the fair share contribution towards the design and construction of a traffic signal at the intersection of US 41 and Pelican Colony Boulevard or to reimburse the Village of Estero should the Village proceed with the design and construction.
 - b. The Applicant shall coordinate with the Village of Estero on their impact to Coconut Road as it relates to the KCA Traffic Technical Memorandum.
5. All development must be consistent with the applicable provisions of the Lee County LDC and the terms and conditions of Z-94-014, as subsequently amended.
6. Approval of this rezoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the County's LDC, in effect as of March 26, 2014, may be required to obtain a local development order.

Deviations: No new deviations have been sought as part of this application. All deviations previously granted remain in effect.

SECTION THREE: FINDINGS AND CONCLUSIONS

Based upon an analysis of the application and the standards for approval of a planned development rezone, the City Council makes the following findings and conclusions:

1. The Applicant has proven entitlement to the rezoning by demonstrating compliance with the Lee County Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.
2. Approval of this request will not place an undue burden upon existing transportation or planned infrastructure facilities.
3. Urban services, as defined in Lee County Comprehensive Plan, are available and adequate to serve the proposed land use.
4. The requested planned development:
 - a. appropriately conditioned meets or exceeds all general performance and locational standards set forth for potential uses allowed by the request;
 - b. is consistent with the intensities and general uses set forth in the Lee County Comprehensive Plan; and
 - c. is compatible with existing uses in the surrounding area.
5. Additionally, pursuant to section 34-145(d)(4) and (2) of the LDC;
 - a. The proposed use or mix of uses is appropriate at the subject location;
 - b. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest and are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

SECTION FOUR: INCORPORATION OF RECORD

City Council of Bonita Springs hereby adopts and incorporates into this ordinance the record hearing exhibits and attachments considered as part of the application as follows:

EXHIBITS:

- A. Legal Description and Sketch of the Subject Property
- B. Revised Master Concept Plan (MCP) received July 7, 2020

SECTION FIVE: EFFECTIVE DATE

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

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

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Gibson
Purdon	Quaremba
Forbes	Simmons
Corrie	

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-208
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Public Hearing to commence the transmittal process to amend the Bonita Springs Comprehensive Plan related to the Bayview on Estero Bay (a/k/a Weeks Fish Camp) project. If approved, transmit to the Florida Department of Economic Opportunity (DEO) through the Expedited State Review Process. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, PROVIDING FOR ADOPTION OF A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FROM CITY OF BONITA SPRINGS RESOURCE PROTECTION, LEE COUNTY OUTLYING SUBURBAN, AND WETLANDS TO COCONUT VILLAGE AND RESOURCE PROTECTION; PROVIDING FOR AN AMENDMENT TO COCONUT VILLAGE FUTURE LAND USE CATEGORY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	
REQUESTOR OF INFORMATION:			
☐	PRESENTATIONS	☒	STATUTE: 163.3184
☐	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 request proposes to amend the property's future land use map designation from City of Bonita Springs Resource Protection and Lee County Outlying Suburban and Wetlands to the City of Bonita Springs Coconut Village and Resource Protection Future Land Use Categories as depicted on the proposed Future Land Use Map (Exhibit A). This request also includes a comprehensive plan text amendment to modify the Coconut Village future land use category consistent with the Applicant's two (2) development scenarios.			
This public hearing consists of two separate petitions (1) future land use amendment expanding Coconut Village and use, and (2) text amendment to Coconut Village. Requires two votes.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: See attached Staff Report Packet			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director:			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 20 –

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, PROVIDING FOR ADOPTION OF A COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE ELEMENT, TO AMEND THE FUTURE LAND USE MAP FROM CITY OF BONITA SPRINGS RESOURCE PROTECTION, LEE COUNTY OUTLYING SUBURBAN, AND WETLANDS TO COCONUT VILLAGE; PROVIDING FOR AN AMENDMENT TO COCONUT VILLAGE FUTURE LAND USE CATEGORY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the City Council of the City of Bonita Springs, Florida recognizes the need to plan for orderly growth and development; and

Whereas, Chapter 163, Florida Statutes provides for amendment to adopted Comprehensive Plan; and

Whereas, City Council for the City of Bonita Springs adopted the City of Bonita Springs Comprehensive Plan, as amended, in accordance with the Local Government Comprehensive Planning Act; and

Whereas, the proposed amendments to the Future Land Use Map and Coconut Village land use category, attached hereto as Exhibit “A”, will promote and protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan; and

Whereas, Florida Statutes §163.3181 further provides an opportunity for individuals to participate in the plan amendment public hearing process; and

Whereas, the City has received and reviewed the proposed Amendment to the City’s Comprehensive Plan, and said proposed amendment was reviewed by the City’s Local Planning Agency at a duly advertised meeting on July 17, 2020, who recommended denial, and

Whereas, the City Council finds that that the proposed amendment complies with the requirements of Chapter 163, Florida Statutes, Part II, and that the proposed amendments is consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

Whereas, the City Council of Bonita Springs adopted, pursuant to Chapter 163, Part II, Florida Statutes, after holding statutorily prescribed public hearings for the adoption of the amendment being proposed and at the August 6, 2020 hearing approved a motion to transmit said proposed amendments as more particularly set forth herein.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Adoption. The City of Bonita Springs Comprehensive Plan is hereby amended, which amendment consists of revising the Future Land Use Element and Future Land Use Map which is further described as Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective in accordance with Section 163.3184, F.S.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this XX day of MONTH, 2020.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Quaremba
Forbes	Simmons
Gibson	Corrie
Purdon	

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-197
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Review of June 2020 Monthly Capital Improvement Projects Report			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Anne K. Wright, CPA, CGFO Finance 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: Attached is the Capital Improvement Projects Monthly Report as of June 30, 2020. This report categorizes the capital projects by the City Council's adopted Strategic Priorities. As of June 30, 2020, the total Capital Improvement Project budget, including carry-over from the prior year and current year amendments, is \$49,566,548. Project expenditures as of June 30, 2020 for the year ending September 30, 2020 total \$5,041,989. This report is provided for informational purposes.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? Government Transparency			
STAFF RECOMMENDATIONS: Review the June 2020 Monthly Capital Improvement Projects Status Report			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director:			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT as of June 30, 2020							
Capital Projects		Funding/Revenue Source	Budget Carry-over from FY 2019 approved by Council on 12/18/19	FY 2020 Adopted Budget	FY 2020 Adopted Budget with Budget Carry-over and FY 2020 budget transfers	FY 2020 Expenditures as of June 30, 2020	Budget Variance as of June 30, 2020
Account	Project Description						
<u>IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)</u>							
30.250.538.6802	Spring Creek Restoration Plan	General Fund	110,104	-	106,104	106,279	(175)
30.250.538.6810	Storm Water Drainage Improvement Concepts	General Fund	-	-	4,000	4,035	(35)
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	General Fund	-	2,475,000	2,475,000	24,970	2,450,030
		Local Mitigation Strategy Grant	-	7,425,000	7,425,000	-	7,425,000
		TOTAL	-	9,900,000	9,900,000	24,970	9,875,030
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	General Fund	564,855	-	564,855	26	564,829
		Local Mitigation Strategy Grant	1,762,500	-	1,762,500	-	1,762,500
		TOTAL	2,327,355	-	2,327,355	26	2,327,329
30.250.538.6806	Pine Lake Preserve	Local Mitigation Strategy Grant	712,500	-	712,500	-	712,500
		General Fund	237,500	-	237,500	-	237,500
		TOTAL	950,000	-	950,000	-	950,000
30.250.538.6808	Storm Water Utility	General Fund	-	55,000	55,000	10,941	44,059
30.250.538.6100	Land acquired for storm water purposes	General Fund	-	2,671,936	2,671,936	6,675	2,665,261
TOTAL IMPROVE STORM WATER MANAGEMENT			3,387,459	12,626,936	16,014,395	152,926	15,861,469
<u>TRANSPORTATION (2nd STRATEGIC PRIORITY)</u>							
<u>Bonita Beach Road Visioning and Quadrant:</u>							
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	General Fund	182,913	-	182,913	-	182,913
		Gas Tax	899,988	-	899,988	-	899,988
		Road Impact Fee	6,003,186	3,750,000	9,753,186	1,181,022	8,572,164
		TOTAL	7,086,087	3,750,000	10,836,087	1,181,022	9,655,065
30.250.541.6318	Bonita Bch Rd Vision Implementation	General Fund	1,070,820	50,000	1,120,820	10,468	1,110,352
TOTAL Bonita Beach Road Visioning and Quadrant			8,156,907	3,800,000	11,956,907	1,191,490	10,765,417
<u>Sidewalks and Multi-Use Pathways:</u>							
30.250.541.6320	Multi-Use Pathways & Sidewalks	General Fund	481,794	50,000	531,794	47,249	484,545
		Gas Tax	478,127	-	478,127	-	478,127
		Road Impact Fee	493,479	-	493,479	-	493,479
		Grant - CDBG	-	300,000	300,000	-	300,000
		Park Impact Fee	608,749	-	608,749	7,577	601,172
		TOTAL	2,062,149	350,000	2,412,149	54,826	2,357,323

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT							
as of June 30, 2020							
Capital Projects		Funding/Revenue Source	Budget Carry-over from FY 2019 approved by Council on 12/18/19	FY 2020 Adopted Budget	FY 2020 Adopted Budget with Budget Carry-over and FY 2020 budget transfers	FY 2020 Expenditures as of June 30, 2020	Budget Variance as of June 30, 2020
Account	Project Description						
30.250.541.6332	Cochran St./ Pauling Lane Multi-use Pathway	Grant - CDBG	6,065	-	6,065	4,165	1,900
30.250.541.6333	Bonita Drive Pathway-Old 41 to Streetsboro Lane	Grant - CDBG	116,083	-	116,083	94,424	21,659
30.250.541.6334	Maddox Lane Sidewalk	Road Impact Fee	17,995	-	17,995	10,439	7,556
30.250.541.6335	W. Terry St Pathway Extension East of Pine Ave.	Grant - CDBG	23,871	-	23,871	-	23,871
30.250.541.6336	Imperial Shores Blvd Sidewalk	Road Impact Fee	30,823	-	30,823	24,121	6,702
30.250.541.6323	W. Terry St. Multi-Use Pathway	Park Impact Fee	1,575,193	400,000	1,975,193	751,150	1,224,043
		Road Impact Fee	623,097	1,359,541	1,982,638	-	1,982,638
		Grants- Other	200,000	-	200,000	-	200,000
		General Fund	-	475,000	475,000	-	475,000
		Grant - CDBG	543,341	-	543,341	622,152	(78,811)
		TOTAL	2,941,631	2,234,541	5,176,172	1,373,302	3,802,870
30.250.541.6324	Sun Trail	Park Impact Fee	50,000	-	50,000	-	50,000
		Road Impact Fee		5,000,000	5,000,000	-	5,000,000
		TOTAL	50,000	5,000,000	5,050,000	-	5,050,000
30.250.541.6331	Pine Ave. Multi-use Pathway	Grant - CDBG	23,395	-	23,395	9,850	13,545
TOTAL Sidewalks and Multi-Use Pathways			5,272,012	7,584,541	12,856,553	1,571,127	11,285,426
30.250.541.6908	Logan Boulevard	Gas Tax	500,000	-	500,000	506,985	(6,985)
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Gas Tax	-	250,000	250,000	193,205	56,795
30.250.541.6308	Asphalt Overlays	Gas Tax	60,163	300,000	360,163	98,655	261,508
30.250.541.6319	Roadway Restriping	Gas Tax	-	250,000	250,000	-	250,000
30.250.541.6321	Rail Road Crossing Improvements	Gas Tax	13,255	340,000	353,255	-	353,255
TOTAL TRANSPORTATION			14,002,337	12,524,541	26,526,878	3,561,462	22,965,416
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)							
30.000.537.6100	Water Issues/Land Acquisition from willing sellers	Building Fees (A)	57,700	-	57,700	-	57,700
		General Fund	5,060	200,000	205,060	-	205,060
		TOTAL	62,760	200,000	262,760	-	262,760
30.611.537.6000	Beach Renourishment 2024	General Fund	418,588	110,000	528,588	-	528,588
TOTAL ENVIRONMENTAL PROTECTION			\$ 481,348	\$ 310,000	\$ 791,348	\$ -	\$ 791,348
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN (5th STRATEGIC PRIORITY)							
30.250.541.6314	Street Light Uniformity	Gas Tax	26,826	10,000	36,826	34,505	2,321
30.000.519.6000	Exotic Removal of FPL ROW Path	General Fund	-	10,500	10,500	-	10,500

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT as of June 30, 2020							
Capital Projects		Funding/Revenue Source	Budget Carry-over from FY 2019 approved by Council on 12/18/19	FY 2020 Adopted Budget	FY 2020 Adopted Budget with Budget Carry-over and FY 2020 budget transfers	FY 2020 Expenditures as of June 30, 2020	Budget Variance as of June 30, 2020
Account	Project Description						
31.603.572.6001	Community Park Improvements	General Fund	6,365	-	14,015	-	14,015
30.603.572.6015	Baseball Complex Master Plan	General Fund	18,672	500,000	518,672	20,368	498,304
30.603.572.6008	Comm Park Sealcoating Parking Lot	General Fund	-	15,000	15,000	-	15,000
30.617.572.6001	Nature Place Shade Structure	Park Impact Fee	18,000	-	18,000	-	18,000
30.604.572.6000	Pool Geothermal Heater/Chiller	General Fund	-	100,000	100,000	-	100,000
31.000.552.6311	Downtown Redevelopment	General Fund	162,869	150,000	312,869	24,575	288,294
31.602.572.6000	Recreation Center Improvements	General Fund	46,856	-	46,856	44,664	2,192
30.605.572.6009	Riverside Park Sealcoating Parking Lot	General Fund	-	15,000	15,000	-	15,000
30.610.572.6016	Dog Park Shade Structures	Park Impact Fee	-	38,000	38,000	23,347	14,653
31.605.572.6004	Bandshell Resod/Re-grade	General Fund	-	60,000	85,745	-	85,745
31.605.572.6008	Skate Park	Park Impact Fee	165,340	-	314,940	36,357	278,583
30.605.572.6013	Bandshell Area Improvements, Sidewalk/brick paver and flag pole holder replacement	General Fund	36,009	-	36,009	-	36,009
31.610.572.6004	E Terry St Park-Dog Park	Park Impact Fee	5,824	-	5,824	-	5,824
31.610.572.6005	Additional Trails/Entrance	Park Impact Fee	7,329	-	7,329	-	7,329
30.628.572.6001	Mayhood Park Exotics Removal	General Fund	-	60,000	60,000	9,038	50,962
31.615.572.6001	Resod Liles Hotel Plaza Lawn	General Fund	19,563	-	19,563	-	19,563
31.621.572.6007	River Prk-US 41	Park Impact Fee	13,430	-	13,430	(2,470)	15,900
		Grant-TDC	172,378	-	172,378	121,763	50,615
31.628.572.6000	Mayhood Playground	Park Impact Fee	14,905	-	14,905	-	14,905
30.250.541.6315	East Terry Vegetative Buffer/Wall	General Fund	67,642	-	67,642	-	67,642
30.250.541.6906	Median Landscape Enhancement	General Fund	11,261	-	11,261	-	11,261
31.604.572.6000	Pool Landscaping	General Fund	74,870	-	41,475	-	41,475
30.270.519.4910	Highway Monuments/Welcome Signs	General Fund	300,000	-	300,000	-	300,000
30.270.519.4920	Flagpole along I-75	General Fund	40,000	-	40,000	-	40,000
30.250.541.6310	FDOT Pond on Arroyal Rd	General Fund	94,243	-	94,243	7,075	87,168
30.270.541.6322	Imperial River US 41 Bridge Beautification Project	General Fund	114,000	-	114,000	-	114,000
30.270.519.4912	Goodbread Grocery (AKA Dixie Moon)	General Fund	42,243	100,000	142,243	-	142,243
30.250.541.6325	Logan Boulevard Landscape & Lighting	Gas Tax	316,750	200,000	516,750	516,750	-
		General Fund	656,393	-	656,393	316,786	339,607

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT							
as of June 30, 2020							
Capital Projects		Funding/Revenue Source	Budget Carry-over from FY 2019 approved by Council on 12/18/19	FY 2020 Adopted Budget	FY 2020 Adopted Budget with Budget Carry-over and FY 2020 budget transfers	FY 2020 Expenditures as of June 30, 2020	Budget Variance as of June 30, 2020
Account	Project Description						
		TOTAL	973,143	200,000	1,173,143	833,536	339,607
30.270.519.4911	Urban Design	General Fund	91,746	50,000	141,746	81,321	60,425
30.270.575.6014	Everglades Wonder Gardens Café	General Fund	3,400	100,000	103,400	3,716	99,684
TOTAL COMMUNITY AESTHETICS STRATEGIC PRIORITY			\$ 2,526,914	\$ 1,408,500	\$ 4,085,014	\$ 1,237,795	\$ 2,847,219
GOVERNMENT TRANSPARENCY:INCREASE OUTREACH/ACCESSIBILITY TO CITIZENS (7th STRATEGIC PRIORITY)							
30.240.513.6400	Technology Enhancements- Community Development Building Permits	Building Fee Fund	-	1,112,000	1,112,000	-	1,112,000
TOTAL GOVERNMENT TRANSPARENCY STRATEGIC PRIORITY			\$ -	\$ 1,112,000	\$ 1,112,000	\$ -	\$ 1,112,000
OTHER							
30.240.513.6401	Technology Equipment Replacement Reserve	General Fund	-	10,000	10,000	9,820	180
30.270.519.6400	Vehicle Major Repairs and Replacement Reserve	General Fund	-	200,000	100,000	-	100,000
30.270.519.4909	Contingency	General Fund	13,991	-	13,991	-	13,991
		Park Impact Fee	36,610	-	36,610	-	36,610
		TOTAL	50,601	-	50,601	-	50,601
30.270.519.4924	City Facilities Major Repairs	General Fund	376,312	500,000	876,312	79,986	796,326
Total Other			426,913	710,000	1,036,913	89,806	947,107
TOTAL			\$ 20,824,971	\$ 28,691,977	\$ 49,566,548	\$ 5,041,989	\$ 44,524,559
		FUNDING SOURCES					
		General Fund	5,248,069	7,957,436	13,105,505	807,992	12,297,513
		Road Impact Fee	7,168,580	10,109,541	17,278,121	1,215,582	16,062,539
		Gas Tax	2,295,109	1,350,000	3,645,109	1,350,100	2,295,009
		Park Impact Fee	2,495,380	438,000	3,082,980	815,961	2,267,019
		Building Fees	57,700	1,112,000	1,169,700	-	1,169,700
		Grant	3,560,133	7,725,000	11,285,133	852,354	10,432,779
		TOTAL	\$ 20,824,971	\$ 28,691,977	\$ 49,566,548	\$ 5,041,989	\$ 44,524,559
A. This funding source has environmental restrictions, i.e., Option 2 which was exercised by the developer requires that if a fee in lieu is paid to the City of Bonita Springs, the City must purchase, restore, and maintain 0.825 acres of Pine Flatwoods (or higher, oak scrub) to mitigate for this indigenous area. This fee in lieu payment was received under Zoning							

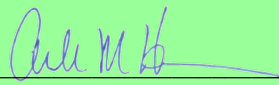
AGENDA ITEM SUMMARY**REQUESTED MOTION:** Review of June 2020 Monthly Financial Reports**MEETING DATE: 8/5/2020**

AGENDA:		REQUIREMENT/PURPOSE: (Specify)		REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	STATUTE	Anne Wright, CPA, CGFO Finance 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: Financial Highlights of the General Fund for the Nine Months ended June 30, 2020

- Total FY 2020 Revenues as of June 30, 2020 **are greater than** the FY 2019 Revenues as of June 30, 2019 by \$1,064,801, representing a 7.03% increase over FY 2019. This favorable variance is from increases over the prior year General Fund revenue in Ad Valorem Taxes of \$580,124, Code Enforcement Fines of \$66,231, and increases to the General Fund from the two revenue sources which in previous years were partially allocated to the Debt Service Fund: Local Communications Services Tax increase to the General Fund of \$446,365, and Electricity Franchise Fees increase to the General Fund of \$397,883, offset by decreases in Administrative Services Fees of (\$183,953), Half Cent Sales Tax of (\$131,464), Planning and Zoning Fees of (\$60,366), Park & Recreation Revenue of (\$24,390) and Revenue Sharing of (\$23,330).
- Total FY 2020 Revenues collected for the nine months ended June 30, 2020 are 81.67% of the total Revenues budgeted for FY 2020. The majority of the property tax revenue is collected during the month of December, at which time the collected revenues percentage is historically about 45% of the budgeted amount.
- Total FY 2020 Expenditures as of June 30, 2020 are **less than** FY 2019 Expenditures as of June 30, 2019 by (\$359,967).
- FY 2020 Transfers In as of June 30, 2020 are \$340,864 **greater than** the FY 2019 Transfers In for the nine months ended June 30, 2019.
- Total FY 2020 Expenditures for the nine months ended June 30, 2020 are 59.87% of the Total Expenditures budgeted for FY 2020. Although this is the ninth month of the City's fiscal year, these statements reflect payments for only eight months of costs associated with certain operating expenditures which are paid in the month following the month of service.
- FY 2020 Transfers Out to Other Funds as of June 30, 2020 are (\$611,345) **less than** the FY 2019 Transfers Out for the nine months ended June 30, 2019.
- FY 2020 Revenues and Transfers In **are greater than** FY 2020 Expenditures and Transfers Out for the nine months ended June 30, 2020 by \$8,969,783. FY 2019 Revenues and Transfers In were \$6,592,756 **greater than** FY 2019 Expenditures and Transfers Out for the nine months ended June 30, 2019.

A General Fund Summary showing a comparison to the prior year is attached. Also attached is a Summary of Cash Balances as of June 30, 2020, 2019 and 2018, and a Fund Balance Summary as of September 30, 2019.

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ **YES** ☐ **NO****IF YES, WHICH STRATEGIC OBJECTIVE?** #7 Government Transparency**STAFF RECOMMENDATIONS:** Review the Financial Reports**REVIEWED BY:****City Manager:** **City Attorney:** _____**City Clerk:** _____**Department Director:** _____**COUNCIL ACTION:**

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

General Fund	FY 2020				FY 2019	
	Amended Budget	YTD Actual June 30, 2020	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual June 30, 2019	FY 2020 Actual Over (Under) FY 2019 Actual
Revenues:						
Taxes	\$ 9,914,804	\$ 9,567,775	\$ (347,029)	96.50%	\$ 8,542,841	\$ 1,024,934
Franchise Fees	3,115,583	1,972,887	(1,142,696)	63.32%	1,570,821	402,066
State Shared Revenue	5,564,040	3,742,654	(1,821,386)	67.27%	3,877,023	(134,369)
Other Revenues	1,263,090	934,733	(328,357)	74.00%	1,162,563	(227,830)
Total Revenues	\$ 19,857,517	\$ 16,218,049	\$ (3,639,468)	81.67%	\$ 15,153,248	\$ 1,064,801
Expenditures:						
General Government	\$ 6,565,421	\$ 3,565,207	\$ (3,000,214)	54.30%	\$ 3,791,027	\$ (225,820)
Public Safety	2,541,622	1,843,420	(698,202)	72.53%	1,729,115	114,305
Physical Environment	277,022	104,496	(172,526)	37.72%	95,690	8,806
Transportation	2,564,232	1,728,918	(835,314)	67.42%	1,638,626	90,292
Economic Environment	27,550	27,500	(50)	99.82%	27,500	-
Human Services	173,491	73,012	(100,479)	42.08%	78,271	(5,259)
Culture & Recreation	2,478,714	1,508,532	(970,182)	60.86%	1,576,968	(68,436)
Hurricane Irma	156,000	-	(156,000)	0.00%	273,855	(273,855)
Total Expenditures	\$ 14,784,052	\$ 8,851,085	\$ (5,932,967)	59.87%	\$ 9,211,052	\$ (359,967)
Excess (deficiency) of revenues over (under) expenditures	\$ 5,073,465	\$ 7,366,964	\$ 2,293,499		\$ 5,942,196	\$ 1,424,768
Other Financing Sources (Uses):						
Transfers In	\$ 2,447,189	\$ 2,432,188	\$ (15,001)	99.39%	\$ 2,091,324	\$ 340,864
Transfers Out	(13,145,505)	(829,369)	(12,316,136)	6.31%	(1,440,714)	(611,345))
Total Other Financing Sources (Uses) - net	\$ (10,698,316)	\$ 1,602,819	(12,301,135)		\$ 650,610	\$ (952,209)
Total Surplus (Deficit)		\$ 8,969,783			\$ 6,592,806	\$ 2,376,977

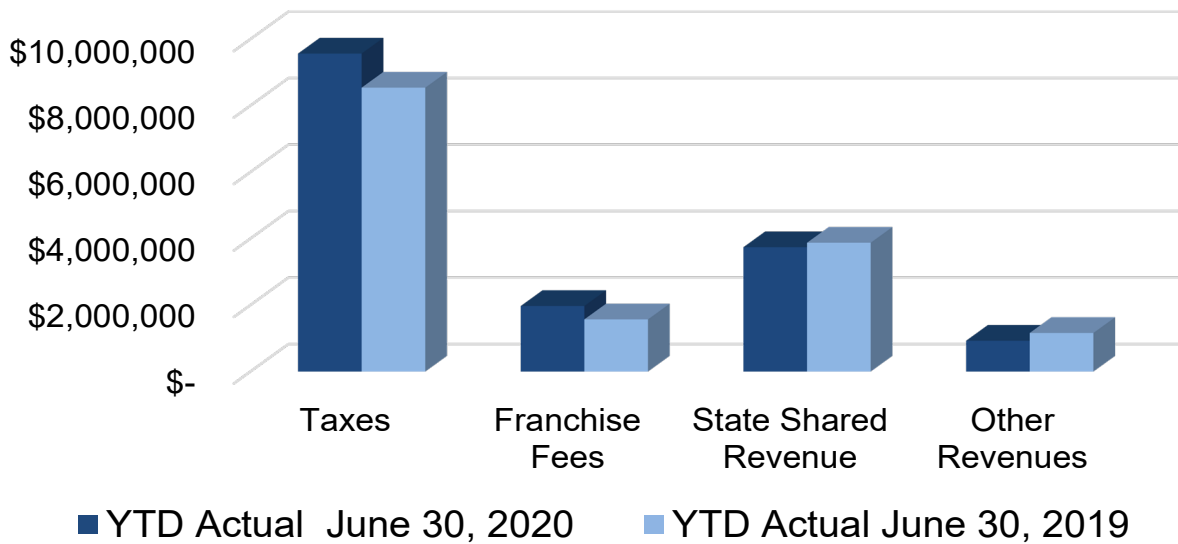
Below is the City's Cash Position as of June 30, 2020, 2019 and 2018.

	Cash Balances as of		
	6/30/2020	6/30/2019	6/30/2018
Fund:			
General Fund	\$ 24,553,735	\$ 17,559,754	\$ 12,347,864
Gas Tax	3,678,319	4,162,273	4,184,503
Road Impact Fee	20,649,312	19,465,157	13,576,983
Park Impact Fee	3,014,988	3,491,969	2,743,917
Stormwater Management	1,529,674	-	-
Building Fees Fund	8,714,240	8,436,725	7,131,974
2011 Debt Fund	450,369	2,523,315	1,556,479
2014 Debt Fund	1	208,305	217,460
Downtown Revenue Sharing	300,340	-	-
Total Cash by Fund	\$ 62,890,978	\$ 55,847,498	\$ 41,759,180

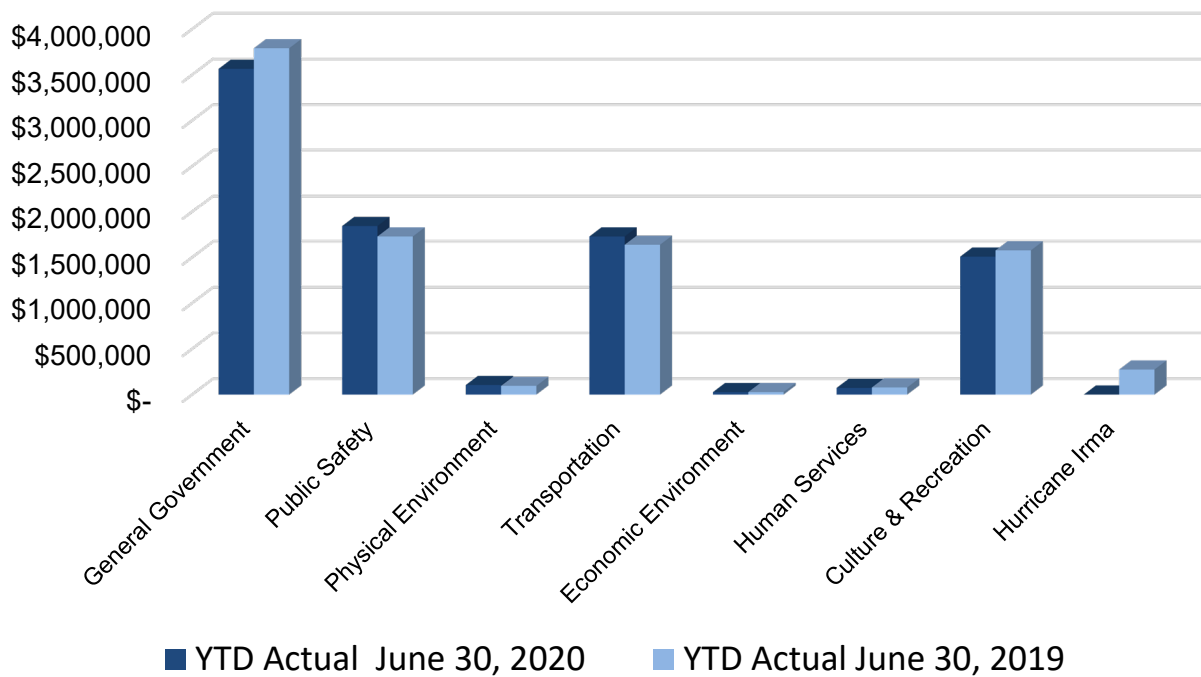
OBSERVATION:

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

General Fund Revenues as of June 30, 2020 and 2019



General Fund Expenditures as of June 30, 2020 and 2019



BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-08-210
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Approve staff to submit a letter to the Lee County Department of Human and Veteran Services identifying the proposed projects and budget for allocation of the City of Bonita Springs Community Development Block Grant (CDBG) funds for the FY2019-2020 Entitlement budget for public infrastructure within the defined eligible areas.		
MEETING DATE: 8/5/2020		
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: Lee County notified the City that our FY2020-2021 Community Development Block Grant (CDBG) entitlement allocation is \$371,384. The Urban County Agreement between Lee County and the City allows Lee County to retain administration cost. The County is not charging the City administrative cost this fiscal year. The City's total allocation will be coming to the City. On April 15, 2020, the City sent a letter to Lee County Human and Veteran Services (LCHVS) outlining that the City would spend our allocation on Public Facilities (infrastructure projects). In conjunction with the Urban County Agreement, the City is now providing a specific budget for the FY2020-2021 projects. Staff is recommending the FY2020-2021 CDBG allocation be utilized for Public Facilities-Infrastructure Projects. The multi-use pathway projects below incorporate both design/plans/permitting and construction: West Terry Street from FPL power line to Pine Avenue Pine Avenue – West Terry Street to Covered Basketball Court entrance Cochran Street – Pine Avenue to Old 41 Road Pauling Lane – Palm Avenue to Old 41 Road Bonita Drive – Old 41 Road to Statesboro Avenue West Terry Street – Pine Avenue to Old 41 Road All projects are located in a Low-Moderate Income Area and qualify for funding according to HUD regulations. Attachment: Letter to Lee County Human and Veterans Services		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 2) Transportation, 3) Strengthens City Finances, 4) Environmental Protection, 5) Community Aesthetics, 8) Economic Development		
STAFF RECOMMENDATIONS: Approve staff to submit attached draft letter to LCHVS budgeting FY2020-2021 allocation to Public Infrastructure – Multi-Use Pathways		
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director:		
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER		



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Peter Simmons
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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City Attorney
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City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

August 5, 2020

Roger Mercado, Director
Lee County Human and Veteran Services
2440 Thompson Street
Fort Myers, FL 33901

RE: City of Bonita Springs FY2020-2021 Budget Allocation

Dear Mr. Mercado:

Please be advised that at the August 5, 2020 City Council meeting, Council reviewed the proposed project list for budget allocation for the FY2020-2021 U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) allocation for our jurisdiction. The Council determined that it will be in the best interest of the City to use the FY2020-2021 funds for Public Facilities, in particular, multi-use pathways (roads, drainage and infrastructure), pursuant to Chapter 6 of the HUD manual.

Allocations for particular projects are expected for the following projects (all located within a Low/Moderate Income Area):

West Terry Street from FPL power line to Pine Avenue
Pine Avenue – West Terry Street to Covered Basketball Court entrance
Cochran Street – Pine Avenue to Old 41 Road
Pauling Lane – Palm Avenue to Old 41 Road
Bonita Drive – Old 41 Road to Statesboro Avenue
West Terry Street – Pine Avenue to Old 41 Road

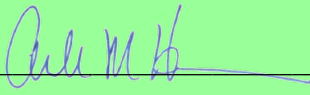
City staff have vetted these projects with County staff and all projects listed above are currently under review, design, planning, and/or construction.

Should you have any questions or need more information, please feel free to contact my staff member, Elly Soto McKuen, at (239) 949-6246 or through email at Elly.McKuen@Cityofbonitasprings.org.

Sincerely,

Arleen M. Hunter, AICP
City Manager

Cc: City of Bonita Springs Mayor and Council
Roger Desjarlais, Lee County Manager
Glen Salyer, Assistant County Manager
Ashley Fesperman, Assistant County Attorney
Barbara Hollis, Fiscal Manager, Lee County Human and Veteran Services
Deanna Gilkerson, Program Manager, Lee County Human and Veteran Services
Debbie Filipek, City Clerk
Matt Feeney, Assistant City Manager
Derek Rooney, City Attorney

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-198
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Accept Selection Committee's recommendations and authorize staff to begin negotiations with the top ranked consultant, Singhofen & Associates, Inc. for the Spring Creek Bonita Springs Golf Course Flood Improvement Project Phase 1 RFQ 20-03 Design/Construction Improvements			
MEETING DATE: 8/5/2020			
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: Staff issued a Request for Qualifications (RFQ 20-03) on April 2, 2020 for design, a Hydrologic and Hydraulic Study and construction plans for the Spring Creek Bonita Springs Golf Course Flood Improvement Project. The City received seven (7) proposals on June 2, 2020. The Selection Committee (Luis Molina, Lee County Natural Resources, Elly McKuen and Joel Langaney with City Public Works) met on July 10, 2020 and evaluated the following submittals (in no order of preference): Johnson Engineering, Inc.; Grady Minor & Associates; Kisinger, Campo & Associates; J.R. Evans Engineering; American Structurepoint, Inc.; Woodard & Curran, Inc. and Singhofen & Associates, Inc. On July 16, 2020, the Selection Committee heard presentations from Johnson Engineering, Grady Minor, American Structurepoint and Singhofen. After careful deliberations, the Selection Committee unanimously recommended Singhofen & Associates as the top ranked firm. Attachment: Resolution			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 5) Community Aesthetics			
STAFF RECOMMENDATIONS: Accept Selection Committee's recommendation and authorize staff to negotiate with top ranked consultant, Singhofen & Associates, Inc. for the Spring Creek Bonita Springs Golf Course Flood Improvement Project Phase 1 RFQ 20-03 Design/Construction Improvements			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director:  _____ _____ _____ _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 20-

RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE A DESIGN FEE WITH THE TOP RANKED FIRM, SINGHOFEN & ASSOCIATES, INC. FOR THE SPRING CREEK BONITA SPRINGS GOLF COURSE FLOOD IMPROVEMENT PROJECT, UPON APPROVAL OF THE DOCUMENTS BY THE CITY ATTORNEY.

WHEREAS, on April 2, 2020, the City advertised for Request for Qualifications (RFQ 20-03) for the Spring Creek Bonita Springs Golf Course Flood Improvement Project – Phase 1, and

WHEREAS, on June 2, 2020, the City received seven (7) proposals from the following:

Consultant	Consultant
Johnson Engineering, Inc.	Grady Minor & Associates, Inc.
J.R. Evans Engineering, Inc.	Woodard & Curran
Kisinger Campo & Associates, Inc.	Singhofen & Associates, Inc.
American Structurepoint, Inc.	

WHEREAS, the Selection Committee met on July 10, 2020 to evaluate the proposals and recommended the selection of four (4) consultants for presentations on July 16, 2020.

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

Section 1. That the Selection Committee, after careful consideration, unanimously recommended Singhofen & Associates, Inc. as the top ranked firm to complete the design, hydrologic and hydraulic studies and construction plans for the Spring Creek Bonita Springs Golf Course Flood Improvement Project.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 5th day of August 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: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-205
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Authorize staff to purchase and prepare an agreement for City Manager approval of the “Glassinator” wind sculpture art piece by artist Andrew Carson.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Amy Quaremba Councilmember District 1 And Nicole Perino Parks and Recreation Director
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND:			
The Art in Public Places Board (APPB) on July 21, 2020 voted to recommend City Council authorize the purchase of the “Glassinator” wind sculpture art piece by artist Andrew Carson. The APPB is recommending the sculpture location of City Hall, once renovations are complete, as this would allow the wind sculpture to be visible to the public. The purchase price for the artwork is \$9,500 and funding is available in the Art in Public Places line item. If approved, staff will prepare a standard public art agreement. Attachment: Photograph of “Glassinator” wind sculpture and Andrew Carson proposal			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #8 Community Aesthetics			
STAFF RECOMMENDATIONS: Consistent with the APPB recommendation, authorize the purchase of the “Glassinator” wind sculpture by artist Andrew Carson as a permanent acquisition in the amount of \$9,500. Authorize staff to prepare agreement for approval by City Manager.			
REVIEWED BY:			
City Manager:			
City Attorney:	_____		
City Clerk:	_____		
Department Director:	_____		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			



47753

Invoice ID

Invoice Date 2/6/2020

Customer Information (Billing)

Alternate Shipping Information

Nicole Perino

Nicole Perino

Bonita Springs FL 34135

Parks and Recreation Director
Pine Ave

Bonita Springs FL 34135

Main Phone
(239) 992-2556
Mobile

Email

Nicole.perino@cityofbonitasprings.org

Design Description

Glassinator	9500	9500
8' Tri Wavy Pillar Stainless		0
9x9 Threaded Rod Kit		0

Estimated Shipping Date (Add Transit Time)

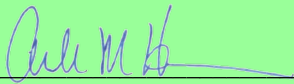


Subtotal	\$9500.00
Ship/Del	
Sales Taxes	
Other Charges	
Order Total	\$9500.00
Amount Due Today	
Payments	
Amount Due Later	\$9500.00



Andrew Carson
SCULPTURE

CELL - 206 349-0552 + OFFICE - 206 524-9782 + EMAIL - MAIL@WINDSCULPTURE.COM +MAIL ADDRESS +1531 NE 89TH ST+SEATTLE, WA 98115

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-211
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approval of Lee County Interlocal Agreement for Solid Waste Disposal, System Assessment and Supplemental Services with the City of Bonita Springs.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Matt Feeney, Assistant City Manager
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND:			
The City of Bonita Springs Interlocal agreement with Lee County for Solid Waste Disposal and System Assessment expires September 30, 2020. The County has worked to create a standardized Interlocal agreement amongst local municipalities that it provides solid waste disposal services to, including The Village of Estero, and the Town of Fort Myers Beach. The new interlocal provides the same level of service to each municipality, and the same length of term. The City Attorney has reviewed this Interlocal Agreement and agrees with the terms offered to the City and the other municipalities. Attachment: Lee County Interlocal Agreement for Waste Disposal			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Staff recommends approval of the Lee County Interlocal Agreement for Solid Waste Disposal, System Assessment and Supplemental Services.			
REVIEWED BY:			
City Manager:			
City Attorney:		_____	
City Clerk:		_____	
Department Director:		_____	
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			



John E. Manning
District One

July 13, 2020

Cecil L. Pendergrass
District Two

Via Electronic Mail

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Mr. Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Springs Road
Bonita Springs, FL 34135
Matt.Feeney@cityofbonitasprings.org

Re: Final Interlocal Agreement for Municipal Solid Waste Disposal, System Assessment and Supplemental Services

Dear Mr. Feeney:

Thank you for your continued commitment toward a final Interlocal Agreement with Lee County. This single ILA incorporates disposal, the assessment for the disposal facilities and any supplemental services.

An updated Agreement incorporating feedback received from the Cities of Cape Coral, Fort Myers and Sanibel, as well as the Town of Fort Myers Beach is attached. For your convenience, all updates are outlined in the attached Record of Changes.

This Agreement is now ready for presentation to your elected officials. Please have the Interlocal Agreement heard by your City Council at the earliest available opportunity. Our goal is to have all six Interlocal Agreements before the Board of County Commissioners at their August 25 meeting.

Please know that I am available to assist with any questions or concerns you may have. As the current Interlocal expires on September 30, time is of the essence.

Sincerely,

A handwritten signature in blue ink, appearing to read "Douglass Whitehead".

Douglass Whitehead
Solid Waste Director
Lee County Solid Waste Department

Mr. Matt Feeney
City of Bonita Springs
Final Interlocal Agreement
July 13, 2020
Page 2

cc: Glen Salyer, Assistant County Manager
Amanda Swindle, Assistant County Attorney
Tracey Lodato, Public Utilities Business Manager
Paul Flores, Public Utilities Operations Manager

Attachments: Record of Changes
Final Interlocal Agreement
Final Exhibits

EXHIBIT A
TO THE
INTERLOCAL AGREEMENT
FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID WASTE SYSTEM
ASSESSMENT AND SUPPLEMENTAL SERVICES

**RATES, FEES, ANNUAL SPECIAL ASSESSMENT RATES AND CHARGES
CITY OF BONITA SPRINGS:**

In consideration of the matters described in the INTERLOCAL AGREEMENT FOR MUNICIPAL SOLID WASTE DISPOSAL AND SOLID WASTE SYSTEM ASSESSMENT between Lee County and the City of Bonita Springs, and of the mutual benefits and obligations set forth in this Supplemental Services Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the City of Bonita Springs and Lee County agree as follows:

A. DEFINITION:

Multifamily Property means any residential building or group of buildings that contain(s) five (5) or more dwelling units on a single parcel including apartments, condominiums, mobile home parks, recreational vehicle parks, etc. In certain cases, such as mobile home parks, each dwelling unit may reside on a single parcel. Excluded from the multi-family property designation are dwellings defined by the Land Development Code as Townhomes.

Residential Collection Service shall mean service to residential dwelling units, which shall include four (4) or less units in a common structure, or located on a single property with the following property types, together with the use codes employed by the Office of the Lee County Property Appraiser:

PROPERTY TYPE		USE CODE
Single Family		01
Mobile Home		02
Miscellaneous Residential (migrant camps, boarding homes, etc.	1-4 units or less	07
Multifamily	1-4 units or less	08
Condominia	5 units or more	04
Townhome		01

B. LEE COUNTY OBLIGATION:

Establish annual collection and disposal service rates, fees, facilities assessment, and other charges as they may apply:

The following rates are effective October 1, 2020:

Franchise Area # 1 Annual Solid Waste System Assessment:

\$225.82* per Residential Unit

\$15.85* per Multi-family Unit

\$4.71* per Recreational Vehicle Lot

*This includes an administrative billing charge of \$2.55 per account.

\$.00457 per Square Foot Commercial Category A

\$.01562 per Square Foot Commercial Category B

\$.02666 per Square Foot Commercial Category C

\$.09747 per Square Foot Commercial Category D

\$.19494 per Square Foot Commercial Category E

A. CITY OF BONITA SPRINGS OBLIGATION – NEW CONSTRUCTION:

Pursuant to SECTION VII of the Amended and Restated Interlocal Agreement, the City of Bonita Springs shall assist the County with the identification of those properties to be assessed or taxed under the MSW Special Assessment Program, and assist the County with the development of the Program Assessment Roll, as it relates to the City of Bonita Springs.

1. Accounting for new residential units and collection of a prorated Solid Waste Assessment:
 - a) Prior to the issuance of a certificate of occupancy the City of Bonita Springs will collect a prorated Solid Waste Assessment for each residential dwelling unit for the remainder of the fiscal from the permit holder.
 - b) The entire Solid Waste Assessment must be collected for the coming fiscal year if an application for a certificate of occupancy is received during the month of September.
 - c) The City of Bonita Springs will submit any collected Solid Waste Assessments received for new dwelling units to Lee County Solid Waste in accordance with the Prompt Payment Act.
 - d) By the end of each month the City's Community Development Office, or its contracted service provider, will compile and electronically submit to the Lee County Property Appraiser and the Lee County Solid Waste Department a report detailing all permits and/or property owners that received a certificate of completion and/or certificate of occupancy in the previous month (STRAP Number, Property Owner, Address, Number of Units, Building Square Footage, Permit Number, Type of Permit, and the amount of Solid Waste Assessment fee collected – see Exhibit "C").
 - e) On a weekly basis the City of Bonita Springs will provide the County's Solid Waste Department a copy of all completed Garbage Verification Forms from applicants issued a Local Business Tax Receipt and USE permit (Exhibit "D").

Signature & Date : Lee County Manager or designee

Signature & Date: Bonita Springs City Manager or designee

Solid Waste Interlocal Record of Changes

Version	Change	Reference	Date	Municipality
2020.0601.001	Updated definition of “Average Market Value” to “Average Market Commodity”	Section III, Definitions, Item E	06/01/2020	City of Cape Coral
2020.0601.002	Updated to remove recyclable materials from the City’s rights to proceeds or economic benefit derived from County’s disposal of City’s MSW and Vegetative Waste.	Section V, City’s Solid Waste Responsibilities	06/01/2020	City of Cape Coral
2020.0601.003	Updated to reflect that mutual aid for Disaster Debris Management is reciprocal between the parties.	Section VI Disaster Debris Management	06/01/2020	City of Cape Coral
2020.0601.004	Updated to reflect that the county will provide the municipality preliminary annual rates, fees and charges by mid-March and the final rates adopted by the Board of County Commissioners on or before the date formalized in the Solid Waste Ordinance.	Section VIII Rates, Fees, and Surcharges	06/01/2020	City of Cape Coral
2020.0601.005	Updated to reflect that the municipality will receive a proportionate amount of any revenue derived from the sale of recycling commodities, minus the proportionate share of residue and the county’s costs associated with administering the program.	Section IX Horticultural Waste and Recyclable Material Processing	06/01/2020	City of Cape Coral
2020.0601.006	Updated to reflect that for any load of recycling rejected due to contamination, the county will immediately notify the city and provide photographic or video evidence of the contamination.	Section IX Horticultural Waste and Recyclable Material Processing	06/01/2020	City of Cape Coral
2020.0601.007	Updated to reflect that the municipality will provide a location and advertising for quarterly household chemical waste collection	Section X Household Chemical Waste Program	06/01/2020	City of Cape Coral

	events held within the boundaries of the municipality.			
2020.0601.008	Updated to reflect that unscheduled collection events cannot be accumulated nor carried over to the following fiscal year.	Section X Household Chemical Waste Program	06/01/2020	City of Cape Coral
2020.0601.009	Updated to reflect preferred language of the mutual hold harmless/indemnification clause as recommended by the City of Cape Coral Assistant County Attorney.	Section XXII Hold Harmless – Indemnification	06/01/2020	City of Cape Coral
2020.0603.001	Updated Interlocal Agreement title from “Second Amended and Restated Interlocal Agreement for Municipal Solid Waste Disposal and Solid Waste System Assessment” to “Interlocal Agreement for Municipal Solid Waste Disposal, Solid Waste System Assessment and Supplemental Services.”	Document Title	06/03/2020	City of Cape Coral
2020.0603	Changed Average Market Commodity to Average Commodity Revenue (ACR)	Section III Definition Item E	06/03/2020	City of Cape Coral
2020.0603.002	Rate Consultant, Raftelis, to review removal of recyclable materials from the City’s having no rights to proceeds or economic benefit derived from County’s disposal of City’s MSW and Vegetative Waste.	Section V City’s Solid Waste Responsibilities	06/03/2020	City of Cape Coral
2020.0603.003	Updated to language reflecting that mutual aid for Disaster Debris Management is reciprocal between the parties.	Section VI Disaster Debris Management	06/03/2020	City of Cape Coral
2020.0603.004	Updated to reflect accurate governing Florida Statute 197.363.	Section VII Funding Source – Solid Waste System Assessment	06/03/2020	City of Cape Coral
2020.0603.005	Updated to provide the municipality a date for the preliminary rate submittal; adopted rates will be submitted after	Section VIII Rates, Fees, and Surcharges	06/03/2020	City of Cape Coral

	Board of County Commissioner approval			
2020.0603.006	Updated to clarify the county's direct costs associated with administering the program.	Section IX Horticultural Waste and Recyclable Material Processing	06/03/2020	City of Cape Coral
2020.0603.007	Updated to reflect the municipality will receive a proportionate amount of any revenue derived from the sale of recycling commodities, minus the proportionate share of residue and the county's costs associated with administering the program following publication of the audited Comprehensive Annual Financial Report for the applicable fiscal year. Added an Exhibit of a sample report "Proportionate Share of Net Recyclable Revenues"	Section IX Horticultural Waste and Recyclable Material Processing	06/03/2020	City of Cape Coral
2020.0603.008	Updated to reflect that contaminated loads are reported to the municipality in form of photographic or video evidence of the contamination.	Section IX Horticultural Waste and Recyclable Material Processing	06/03/2020	City of Cape Coral
2020.0603.009	Updated to reflect responsibilities of the municipality in the preparation for the event and unscheduled collection events cannot be accumulated nor carried to the next fiscal year.	Section X Household Chemical Waste Program	06/03/2020	City of Cape Coral
2020.0603.010	Updated to reflect accurate Section reference.	Section XX Default	06/03/2020	City of Cape Coral
2020.0603.011	Updated to reflect preferred language of the mutual hold harmless/indemnification clause.	Section XXII Hold Harmless -- Indemnification	06/03/2020	City of Cape Coral
2020.0619.001	Updated with City of Cape Coral Ordinance No.	Section VII Funding Source	06/19/2020	City of Cape Coral
2020.0623.001	Updated Disaster Debris Management clause with County Attorney's	Section VI Disaster Debris	06/23/2020	City of Sanibel

	language that addresses City of Sanibel's questions.	Management		
2020.0623.002	Replaced Division with Department when addressing Lee County Solid Waste	Throughout the document and Exhibits	06/23/2020	LCSW
2020.0630.001	Updated Exhibits to reflect approved Solid Waste System Assessment	Exhibits	06/30/2020	LCSW
2020.0630.002	Added language to Exhibit A Cape Coral to cover Cape Obligation in case of a change from MSTU to MSBU	Exhibits	06/30/2020	LCSW
2020.0707.001	Changed certificate of occupation to certificate of occupancy on all ILA's	Section VII - Funding Source, Solid Waste System Assessment	07/07/2020	CFM
2020.0707.002	Footer – added missing page numbering	Footer CFM only	07/07/2020	LCSW
2020.0709.001	Added language to the last "Whereas the base for all Interlocal Agreements regarding the provision of solid waste disposal and services in the various municipalities in the County on an equitable basis."	Last Whereas	07/09/2020	Cape Coral, FMB, CFM, CS
2020.0709.002	Added ILA title to each Exhibit	All Exhibits	07/09/2020	CC
2020.0709.003	Included definition for residential and multi-family and inserted the DOR Code for the dwellings	Exhibit A	07/09/2020	FMB
2020.0709.004	Deleted "Amended and Restated" where applicable	Base ILA and all Exhibits	07/09/2020	CC
2020.0709.005	Added definition for unacceptable material in Base ILA	Section III Definition	07/09/2020	CFM
2020.0709.006	Updated last sentence "Notice by either Party...."	Section XII Term	07/09/2020	CFM
2020.0709.007	Cleaned up sentence/removed "of a by"	Section XIV Term new services	07/09/2020	CFM
2020.0709.008	Changed 30 days to 60 days	Section XX Notice	07/09/2020	CFM
2020.0710.001	Added TFMB Ordinance No. 96-07 (creating the MSBU for Solid Waste)	Section VII second paragraph	07/10/2020	LCSW/County Attorney

2020.0710.02	Removed “Final Draft” from footer to read Base ILA and then the municipality’s name and current date	Footer all ILA’s	07/10/2020 all except on 07/13/2020 CC	LCSW
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EXHIBIT C
TO THE
INTERLOCAL AGREEMENT
FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID WASTE SYSTEM ASSESSMENT AND SUPPLEMENTAL SERVICES

City of Bonita Spring Certificate of Completion and/or Certificate of Occupancy Report for the Month of _____

<u>STRAP Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>No. of Units</u>	<u>Bldg. SqFt</u>	<u>Permit No.</u>	<u>Permit Type</u>	<u>SW Amount Collected</u>
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Please note: Per Lee County Solid Waste Ordinance 11-27 Residential Units are defined as having four (4) or less dwelling units in a common structure, or are located on a single property. Five (5) units and up are categorized as Multi-Family.

EXHIBIT F
TO THE
INTERLOCAL AGREEMENT
FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID WASTE SYSTEM ASSESSMENT
AND SUPPLEMENTAL SERVICES

PROPORTIONATE SHARE OF NET RECYCLABLE REVENUES CITY OF BONITA SPRINGS:

Recycling Expenses:

i.	Administration		
	a. Administrative Costs	\$0.00	
	b. Public Outreach	\$0.00	
ii.	Operating Costs		
	a. Processing Operations	\$0.00	
	b. Maintenance	\$0.00	
	c. Major Maintenance	\$0.00	
	d. Capital	\$0.00	
	e. Debt Service	\$0.00	
iii.	Transportation		
	a. Cost to Transport Recovered Materials	\$0.00	
	Total Expenses:		<u>\$0.00</u>

Recycling Revenues:

iv.	Less Revenues		
	a. Sale of Recovered Materials	\$0.00	
	b. Minus Proportionate Share of Residue	\$0.00	
	Total Revenues:		<u>\$0.00</u>

<u>(Net Revenue)/Net Cost*</u>	<u>\$0.00</u>
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*Lee County Solid Waste will remit a proportionate amount of any such net revenues annually per Section IX of the Solid Waste Interlocal agreement.

City of Bonita Springs
Garbage Collection Verification Form
APPLICANT COMPLETE THIS SECTION

Name of Business:

Business Address:

Unit #:

ZIP Code:

Contact Person:

Telephone Number:

USE 2020-



Check which one applies:

☐

Landlord provides service. List the name the account is under:

Phone Number:

☐

Share a Container /

☐

Established New Service

Approval Stamp From Franchised Hauler!

**Fax this form to Advanced Disposal
Services @ 239-433-2550**

For questions regarding garbage service call
Advanced Disposal Services @ 239-
334-1224

Franchised Hauler please e-mail to Lee County:
SolidWaste@leegov.com

INTERLOCAL AGREEMENT
FOR MUNICIPAL SOLID WASTE DISPOSAL, SOLID WASTE SYSTEM
ASSESSMENT AND SUPPLEMENTAL SERVICES

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into this ____ day of _____, 2020, by and between the undersigned Governmental Units as set forth on the signature pages attached hereto for the use of Lee County’s Integrated Solid Waste Disposal and Resource Recovery System (“System”).

WITNESSETH:

WHEREAS, LEE COUNTY is a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof (the “County”), and is vested with authority under Chapter 125 of the Florida Statutes to provide necessary public services to ensure the public health, welfare and safety within its boundaries; and

WHEREAS, the City of BONITA SPRINGS, is a municipal corporation of the State of Florida, acting by and through its City Council, the governing body thereof (the “City”), and is vested with authority under Chapter 166 of the Florida Statutes to provide municipal services within its boundaries; and

WHEREAS, Chapter 163 of the Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, populations to meet the needs and the development and growth of all incorporated and unincorporated areas of the County; and

WHEREAS, the County and the City have previously entered into an Interlocal Agreement for the Management of Municipal Solid Waste (MSW), MS Collection, Billing

and MSW Disposal Services, dated August 8, 2000, amended April 29, 2008 and amended and restated August 10, 2010, as well as an Interlocal Agreement for a Municipal Solid Waste Disposal Facilities Assessment Program, dated August 8, 2000 and first amended and restated on August 10, 2010; and

WHEREAS, the County and the City desire to continue to cooperate with each other in the management of Municipal Solid Waste (MSW) by utilizing the Lee County Integrated Solid Waste Disposal and Resource Recovery System; and,

WHEREAS, the Parties wish to establish a new Interlocal Agreement for such continuation and desire to combine the aforementioned previous Interlocal Agreements for service and for the continuation of the existing funding in form of a Solid Waste System Assessment into one Agreement that serves as the base for all Interlocal Agreements regarding the provision of solid waste disposal and services in the various municipalities in the County on an equitable basis.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenant and conditions hereinafter set forth, the City of Bonita Springs and the County, intending to be legally bound, hereby agree as follows:

SECTION I **PURPOSE**

It is the purpose and intent of this Amended and Restated Interlocal Agreement to further revise and define the terms and conditions of the County's provision of solid waste disposal and resource recovery services to the City of Bonita Springs and the terms and conditions under which the City shall participate in said program.

This Agreement is intended to:

- a) provide to the City environmentally responsible solid waste, horticultural waste, and residential Program Recyclables Material disposal and processing services, and
- b) provide for the City such additional solid waste disposal capacity as may be necessary during the term of this Agreement, and to dispose

of additional Municipal Solid Waste (MSW) from the City due to growth, and

- c) provide the County the delivery of all Municipal Solid Waste, horticultural waste, and residential and multi-family Program Recyclables Material generated from within the City (excluding hazardous waste), in order that the same shall be delivered to the County's Integrated Solid Waste Disposal and Resource Recovery System, for the term of this Agreement, and
- d) provide the County a cooperative mechanism with the City of Bonita Springs for the express permission to levy Special Assessments or Taxes, based on the funding mechanism, Rates, Fees and charges within the incorporated areas of the City of Bonita Springs for the compensation of certain costs as outlined in Exhibit "*B – Supplemental Services*" and for the disposal of MSW through the Lee County Integrated Solid Waste Disposal and Resource Recovery System ("System"), for the term of this Interlocal Agreement, and
- e) Provide to the City supplemental services outlined in Exhibit "*B - Supplemental Service*".

If any provision of this Agreement is deemed ambiguous, those applicable terms and conditions shall be interpreted in a manner consistent with, and in furtherance of, the purposes as set forth above.

SECTION II **AUTHORITY FOR AGREEMENT**

The City of Bonita Springs represents to the County that the execution and delivery of this Agreement for Lee County's Integrated Solid Waste Disposal and Resource Recovery System has been duly authorized by all appropriate actions of the Governing Body of the City, has been executed and delivered by an authorized officer of the City of Bonita Springs to the County, and constitutes a legal, valid and binding obligation of the City of Bonita Springs.

The County represents to the City of Bonita Springs that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the County, has been executed and delivered by an authorized officer of the County to the City, and constitutes a legal, valid and binding obligation of the County.

SECTION III **DEFINITIONS**

Words or phrases used herein and not otherwise defined shall have the meanings given thereto in Section 403.703, Florida Statutes. In addition, the following terms shall mean:

- A. “City” shall mean the City of Bonita Springs, a municipal corporation of the State of Florida, located within Lee County.
- B. “County” shall mean Lee County, Florida, a political subdivision and charter county of the State of Florida.
- C. “Governing Body of the Municipality” shall mean the City Council of the City of Bonita Springs.
- D. “Governing Body of the County” shall mean the Board of County Commissioners of Lee County.
- E. “Average Commodity Revenue” (ACR) shall mean a market index used to monthly adjust the revenue paid by the contractor to the County based on fluctuations in the commodity market. (See example provided in *Exhibit “F”*).
- F. “Billing Fee” represents a pass-through costs for the cost associated from the Lee County Property Appraiser to list, extend, prepare and submit the non-ad valorem assessment roll of the County and the cost of the Tax Collector for the collection and enforcement of ad valorem taxes and non-ad valorem assessments levied by Lee County Solid Waste.

- G. “Contaminated Load” shall mean County deemed unacceptable material(s) included in a load of Program Recyclables Material or Vegetative Waste. Such load, when delivered by the City, or the franchise hauler, or City’s contracted vendor, to the County’s designated recovery facility fails to meet County standard for the intended processing, marketing and ultimate recycling of the received load and is rejected. As a result, it will be processed and charged as Municipal Solid Waste.
- H. “Equivalent Residential Unit” or “ERU” shall mean a dwelling, unit, or development that is equal to a single-family residence in terms of the nature of its use or impact on an improvement to be provided in the assessment area.
- I. “Fiscal Year” means October 1st, of a year through September 30th, of the following year.
- J. “Hazardous Waste” shall mean materials or substances defined and characterized as hazardous or biohazardous waste by the United States Environmental Protection Agency and the Florida Department of Environmental Protection. These materials or substances exhibit one or more characteristics of being ignitable, corrosive, reactive or toxic, and as such making them dangerous or potentially harmful to human health or the environment.
- K. “Household Hazardous Waste” (HHW) or also referred to as “Household Chemical Waste” (HCW) is any unwanted household product labeled as flammable, toxic, corrosive, or reactive.

- L. “Integrated Solid Waste Disposal and Resource Recovery System” or “System” shall mean Lee County’s Solid Waste management system comprised of various components and processes that conserves landfill capacity, while recovering energy and material resources from the solid waste stream through a well-planned and operated system using source reduction, recycling, composting, combustion, and landfill.
- M. “Market Changes” shall mean a long-term financial impact resulting from an unplanned change that has an adverse effect to the System’s financial position.
- N. “Municipal Solid Waste (MSW)” shall mean solid waste as defined at Section 403.703, Florida Statutes, as it may be revised from time to time, excluding hazardous waste materials.
- O. “Municipal Surcharge” shall mean a fee or charge imposed by the municipality and collected by the County as part of the Solid Waste System Assessment Program at the request of the City.
- P. “Notice” means written notice from one Party of this Agreement to the other Party, all in accordance with the timeframes and other requirements of this Agreement.
- Q. “Program Recyclables Material” shall mean all recyclables accepted in the County’s single-stream recycling program contractually committed to be delivered to the Materials Recovery Facility (MRF).
- R. “Sharps” represent medical instruments that are sharp or may produce sharp pieces and should be disposed of in a biohazard Sharps Container. Sharps objects can be needles, syringes with needles, blades and other such items used to inject fluids or to administer drainage of bodily fluids.

- S. “Sharps Container” represents a puncture-resistant and leak-proof container with a one-way top to dispose of Sharps.
- T. “Solid Waste System Assessment”, formerly known as “Municipal Solid Waste Disposal Facilities Assessment”, shall mean a Municipal Service Benefit Unit (MSBU) or Municipal Service Taxing Unit (MSTU) created by the County at the election of the City of Bonita Springs, pursuant to Chapter 125.01, Florida Statutes, with the express cooperation and consent of the City of Bonita Springs as specifically outlined at Section 125.01(1)(q), Florida Statutes.
- U. “Special Handling Fee” shall mean all costs associated with the act of processing operation, or cleanup of material delivered to County facilities or designated facilities. This includes cost of administrative and operational staff time, and/or the cost for resources used to perform the task.
- V. “Tipping Fee” or “Disposal Fee” shall mean the fees paid for processing and/or disposal of horticultural waste, Municipal Solid Waste, Program Recyclables Material, based on market value/commodity pricing and on the tonnage delivered by the City/Town/Village to the County’s Integrated Solid Waste Disposal and Resource Recovery System.
- W. “Unacceptable/Rejected Material” or “Rejected Material” aka Rejects shall mean those materials that are not converted to Recovered Materials. Rejects consist of Contaminants and Residuals. Standard is a 25% contamination rate.

- X. “Vegetative Waste” or “Horticultural Waste” shall mean an accumulation of lawn grass, shrubbery cuttings, clippings, leaf raking, palm fronds, tree branches, bushes or shrubs, green leaf cuttings, or other vegetative matter generally created as refuse in the care of lawns and yards.

SECTION IV COUNTY SOLID WASTE RESPONSIBILITIES

Pursuant to the terms of this Agreement between the Parties, the County is and shall be responsible for the processing and disposal of MSW, Vegetative Waste, and Program Recyclables Material , collected by or on behalf of the City of Bonita Springs, from within the City as set out in Section IX, herein. Additionally, the County shall be responsible for providing such supplemental services as elected by the City where noted in Exhibit “B” hereto. The County shall operate, maintain and administer the County’s System, or shall cause the same to be so operated, maintained and administered so as to be capable of handling and disposing the MSW, Vegetative Waste, and Program Recyclables Material from the City. The County shall be responsible for handling all residues generated by the System and for the management and disposal of any bulk MSW delivered to the System during any period of the System’s shutdown. The County shall be responsible for planning and developing additional solid waste disposal capacity and/or facilities that are environmentally sound and economically practical in order to provide disposal services for additional MSW, Vegetative Waste, and Program Recyclables Material generated by the City due to growth.

The County shall be responsible for the processing, storing and/or disposal of Vegetative Waste, and where noted in Exhibit “B” hereto elected to exercise disposal service of biosolids waste delivered by the City to the County in accordance with the requirements as set out in Section IX, herein.

The County shall be responsible for the processing, storing and/or disposal of Program Recyclables Material delivered by the City to the County in accordance with the requirements as set out in Section IX, herein.

The County shall not be liable to the City for any changes to the operation of the System as the result of events beyond the reasonable control of the County, e.g., Force Majeure, changes in federal or state law, and Market Changes. However, the County shall use its best efforts to provide an economical and lawful alternate disposal method for the City's MSW, Vegetative Waste, and where noted in Exhibit "B" hereto elected to exercise disposal service of biosolids waste, and Program Recyclables Material should such change or event occur. Any such changes shall be subject to the Parties' rights as outlined in Section IX, herein.

The County retains the right to reject Contaminated Loads of Vegetative Waste and Program Recyclables Material and/or charge the City for disposal or processing of the same if delivered by the City or its franchised haulers to the County. Additional cost incurred by the County, such as labor and equipment cost for the cleanup of Contaminated Loads, in form of a special handling fee, will be borne by the City.

The County retains the right to reject loads containing material delivered to the wrong disposal or processing facility. For instance when MSW is delivered to the Vegetative Waste Processing area. In those instances, the County will perform the cleanup and the load/scale house ticket will be revised to reflect the correct material disposal price. The County further retains the right to charge the City any cost incurred with the cleanup of the material and its delivery to the correct disposal or processing facility in form of a special handling fee.

SECTION V **CITY'S SOLID WASTE RESPONSIBILITIES**

The City agrees, to the extent that it may lawfully do so, to ensure all of its MSW, Vegetative Waste and residential and multi-family Program Recyclables Material are directed and delivered to the County's System, or other County designated facilities as determined by the County, for the Term of this Agreement. From time to time, operational needs or an event may cause waste material to be diverted from the regular disposal facility. In such event, the County will formalize a diversion plan with an anticipated timeline for MSW, and/or Vegetative Waste, and/or Program Recyclables Material deliveries from the City or its franchised haulers to be directed to alternate sites. This information will be communicated to the City as soon as the County is aware of such an

event. The City or the contracted franchise hauler shall make provisions during the diversion period to separate tires from other curbside collected waste when delivering MSW to a landfill. Any additional cost incurred by the City due to the diversion will be borne by the City.

The City shall have no rights to any proceeds or economic benefit derived from County's disposal of the City's MSW and Vegetative Waste.

The City shall timely pay, and direct its franchise hauler to pay the County the disposal fees, as established in Section VIII, for Municipal Solid Waste and Horticultural Waste delivered to the System on a monthly basis.

SECTION VI **DISASTER DEBRIS MANAGEMENT**

In the event of a mutual State of Local Emergency, the County and the City may mutually agree to enlist a Cooperative Purchase Agreement for the service provider(s) utilized for disaster recovery services and debris monitoring services by executing a Debris Staging Agreement as shown in Exhibit E to be completed and executed by the Lee County Manager or designee and the City Manager. This Disaster Staging Agreement will include specific details; among others, the notification of and length of time for use from the enactment of a State of Emergency and any closure related requirements. A Declaration of Local State of Emergency authorizes the County to have immediate access to such debris management sites. The aforementioned provision to provide access to one or more temporary debris management sites, or portions thereof, is reciprocal for a mutual exchange of privileges to the other Party and will be administered by the requesting Party in the same fashion as described above.

SECTION VII **FUNDING SOURCE – SOLID WASTE SYSTEM** **ASSESSMENT**

Pursuant to the uniform method to levy and enforce a Special Assessment Program, the Parties previously developed a Municipal Service Taxing Unit (MSTU – Special Taxing Program) or Municipal Service Benefit Unit (MSBU – Special Assessment Program) pursuant to the requirements of Section 125.01(1) (q), Florida Statutes and Florida Statue 197.363.

To that effect, the City previously enacted Ordinance No. 15-24 dated 11-18-2015 and shall expeditiously enact such other City Resolutions and/or Ordinances as may be necessary granting the City's express consent to the County to levy collection and disposal rates, fees, charges, and special taxes or special assessments under the Solid Waste System Assessment pursuant to this Interlocal Agreement, and pursuant to Section 125.01(1)(q) under the City's approved Funding Program for the compensation of the County for the services provided under this Interlocal Agreement and for any additional services as outlined in Exhibit "*B – Supplemental Service*" for the term of this Interlocal Agreement.

The City shall assist the County with the identification of those properties to be assessed or taxed under the Solid Waste System Assessment Taxing Program, and assist the County with the development of the program assessment roll, as it relates to the City.

The City shall report to the County at the beginning of each month all newly constructed residential and commercial dwelling units, including mobile homes, which received a certificate of occupancy or certificate of completion in the previous month (see example in Attachment "C"). The information will enable the County to monitor growth of the waste stream and gauge approximate operating capacity of the System, develop programs to lengthen the life of existing facilities, and forecast the need for additional facilities.

A. COUNTY RESPONSIBILITY FOR THE MSTU PROGRAM

The mechanism of the Municipal Service Taxing Unit (MSTU) Program requires the County to:

1. Establish an annual millage amount for the MSTU Program based on total estimated MSW solid waste generation within the City, the Solid Waste System Assessment fee and the total valuation, for all taxable properties within the City.
2. Base the Solid Waste System Assessment annual millage amount upon the total estimated MSW generation provided to the County by the City and the Solid Waste System Assessment fee in relation to the City's total taxable ad-valorem valuation.

3. Agree not to levy any County-wide general ad-valorem tax for MSW, Horticultural Waste, and Recyclable Materials disposal or system maintenance, as long as the Solid Waste System Assessment is being implemented for all incorporated municipalities in the County.

B. COUNTY RESPONSIBILITY FOR THE MSBU PROGRAM

1. The County shall develop, articulate, justify and establish an assessment methodology for a Municipal Service Benefit Unit (MSBU) based upon an Equivalent Residential Unit (ERU) concept, generation rate (weight per unit or unit area), based on total solid waste generation, for all improved properties within the City. The same methodologies will be applied for unincorporated Lee County. The special assessment methodology for an MSBU includes separating improved property into the following categories, based upon the Department of Revenue (D.O.R.) property improvement codes from the Lee County Property Appraiser, and the average solid waste generation for the particular type of property.
 - a) Single family residential
 - b) Multi-family residential (mobile homes, apartments, condominium with five (5+) units)
 - c) Recreational vehicle (RV) parks and or communities
 - d) Commercial businesses with low generation amounts
 - e) Commercial businesses with low-medium generation amounts
 - f) Commercial businesses with medium generation amounts
 - g) Commercial businesses with medium-high generation amounts
 - h) Commercial businesses with high generation amounts
2. An average annual solid waste generation amount will be established for each category by the County's Solid Waste Department, or its contracted engineering consultant, based on solid waste generation data from representative improved properties in Lee County

including, residential, multifamily, and commercial/business properties. The average generation amount will be established per dwelling unit for single-family and multi-family residential properties.

The average generation amount will be established per occupiable lot for recreational vehicle park properties.

The average generation amount will be established per square foot of building area for commercial-improved property, which is not residential.

All generation estimates will be compared to the average annual generation for a single-family residence to obtain the ERU values for each category and will be expressed in pounds or tons.

3. The total number of pounds or tons for each improved property will be established by multiplying the weight value (pounds) for the appropriate category, times the number of units, or total building area (depending on the category), for a specific property. The number of units or building area will be obtained from the Property Appraiser.
4. The annual Solid Waste System Assessment fee for each improved property will be established by multiplying the total number of tons for that property by the annual assessment amount per ton, as established by the County.
5. Based on the above methodology, the County shall establish the annual assessment per defined developed property.

C. TRANSMITTAL TO THE CITY

Prior to the implementation of steps laid out in A. and B., above, the County shall transmit the proposed Disposal Facilities Assessment or Millage Rate to the City Mayor or City Manager and, upon request, shall formally present same to the City at a regular City Council meeting for Council approval, such approval shall not be unreasonably withheld by the City.

SECTION VIII **RATES, FEES, AND SURCHARGES**

The Parties agree that pursuant to this Agreement, the County will calculate, determine and set the annual rates, fees, and charges and take other necessary and lawful steps to establish funds for the use and operation of the System pursuant to Exhibit “A – Rates, Fees, Annual Special Assessment Rates and Charges to the City of Bonita Springs” as further described herein. Annual rates, fees, and charges billed by the County to the City shall be the same as those fees and charges provided for similar users within the unincorporated areas of Lee County, for the term of this Agreement.

For the preparation of the City’s budget for the upcoming fiscal year, the County shall submit its preliminary annual rates, fees, and charges to the City Mayor or City Manager by mid-March and Board of County Commissioner adopted annual rates, fees, and charges on or before the date formalized in Solid Waste Ordinance No. 96-09.

The City shall recognize and adopt the annual rates and the level of service as it may be adjusted from time to time without the need for amendments to the Amended and Restated Interlocal Agreement.

Municipal Surcharges, if collected, shall be collected by the County at the City’s option and direction on all MSW generated by the City and delivered to the County’s System; and 100% of the surcharges collected from the City’s customers, to include residential, multi-family, and commercial accounts, shall be transmitted to the City by the County for the City’s solid waste program on a quarterly basis, if the City has directed the County to collect Municipal Surcharges on behalf of the City. The Parties acknowledge and agree that the County shall have no billing or collection obligations relating to the City’s customers and shall not be liable for any amounts owed by such customers.

SECTION IX **HORTICULTURAL WASTE AND RECYCLABLE** **MATERIAL PROCESSING**

The City shall deliver, or cause to be delivered to the County’s horticultural waste processing site, all horticultural waste collected from the City’s residents, for the term of this Agreement. The negative impacts of single-use plastic bags on the environment have led the County to abandon its use as an acceptable “garbage container” for yard waste

disposal. The County encourages the use of biodegradable paper lawn and leaf bags when bundling of the yard waste or disposal of it in a garbage can is not practical. Yard waste delivered to the County's horticultural processing site shall essentially be free of polyethylene-based plastic bags since plastic contaminates the mulch or compost products made out of the yard waste. Yard waste presented at the curb in plastic bags shall be collected as MSW. The County will assist the City in outreach efforts and supply appropriate literature to promote this endeavor. The County, through the horticultural waste processing operator, retains the right to reject contaminated loads and/or charge the City the Tipping Fee for those unacceptable loads for MSW disposal or processing cost, if delivered by the City or any of its contracted haulers. The County will perform the cleanup and the load/scale house ticket will be revised to reflect the correct material disposal price. The County further retains the right to charge the City any cost incurred with the cleanup of the material and its delivery to the correct disposal or processing facility in form of a Special Handling Fee.

The City shall deliver, or cause to be delivered to the County's Material Recovery Facility (MRF), all County designated recoverable materials, excluding horticultural materials, meeting the County's commodity types as Program Recyclables Material, collected from the City's single-family and multi-family residents, for the term of this Agreement and will be assessed the recycling fee as shown in Exhibit "A – Rates, Fees, Annual Special Assessment Rates and Charges to the City of Bonita Springs". The City may elect to deliver to the County's Material Recovery Facility commercial loads of Program Recyclables Material, but will be assessed a recycling fee as shown on Exhibit "A – Rates, Fees, Annual Special Assessment Rates and Charges to the City of Bonita Springs".

The County shall not charge a recycling fee greater than: i) the net cost of administration of the recycling program, which may include the cost of customer outreach, unless separately charged by the County, ii) plus the direct cost of processing operations, maintenance, major maintenance, capital or debt service associated with the Material Recovery Facility or recycling program, including maintenance and marketing services for the sale of recovered materials, iii) plus any cost of transportation of materials incurred by the County, and iv) less revenues derived from the sale of recovered materials. To the

extent that the County collects a greater amount of revenue derived from the sale of recovered materials than the enumerated costs above, the County will remit a proportionate amount of any such net revenues annually following publication of the audited Comprehensive Annual Financial Report (CAFR) for the applicable fiscal year pursuant to the proportionate amount of processed Program Recyclable Materials minus the proportionate share of residue, received by the County from the City determined by the revenue received from the sale of recycling commodities. Supporting documentation will be provided by the County to the City reflecting the net cost or net revenues of the recycling program as shown in Exhibit F – Proportionate Share of Net Recyclable Revenues.

The County shall not limit the amount of recoverable Program Recyclables Material delivered to the County MRF. However, the County, through the MRF Operator, retains the right to reject, in accordance with the MRF contract, contaminated loads and/or charge the City the Tipping Fee for those unacceptable loads for MSW disposal and/or a Special Handling Fee, if delivered by the City or any of its contracted haulers. The County or its contracted MRF Operator shall immediately notify the City of the City's designee of any Contaminated Load delivered to the County MRF. This notification shall include photographic or video evidence of the Contaminated Load.

The County reserves the right to modify the residential and multi-family recycling program as necessary during the term of the Agreement including, but not limited to, the price charged for processing the material.

The County will provide a County-wide public outreach and education Program, applicable to solid waste and recycling information, regarding the services and facilities for solid waste management. The County will coordinate events and disseminate information on waste reduction, recycling, household hazardous waste, and composting activities. Such costs will be shared among all residential users of the System through the County's Solid Waste System Assessment Program.

The City will be given no less than 90-day notice of any change to the County's recycling program.

SECTION X

HOUSEHOLD CHEMICAL WASTE PROGRAM

The County will provide quarterly household chemical waste collection program event within the corporate limits of the City of Bonita Springs each fiscal year, including personnel and cost of contract disposal for the term of this agreement. In collaboration with the County, the City will provide the County the location of the household chemical waste collection event within the City and a mutually agreed upon event date. The City will further provide the advertisement of the event as well as any supplemental assistance in form of supplies and/or equipment required by the County. Unscheduled collection events cannot be accumulated nor carried over to the following fiscal year.

The County's household chemical waste costs may be included as part of the MSW Tipping Fee and/or separate fees to the City's customers.

SECTION XI **ADDITIONAL REVENUES**

Any additional or unanticipated revenues obtained by the County as the result of the operation of the "System" at any time during the term of this Interlocal Agreement, shall remain with the "System" and shall be applied to reduce expenses and or the efficiency of the System. Such additional revenues will be applied to the costs of disposal facilities operations, maintenance, construction of processing and/or disposal facilities, and/or debt service depending on the nature of the additional or unanticipated revenues.

SECTION XII **TERM OF THIS INTERLOCAL AGREEMENT**

The date to implement new services begins October 1, 2020 and this Interlocal Agreement shall terminate on September 30, 2030, with the option of the Parties to renew this Agreement for two (2) additional five (5) year terms, with the conditions to be negotiated by the Parties prior to any such renewal. Notice by either Party of the desire to negotiate continued services must be made no later than 180 days prior to the termination date of this Agreement or the termination date of any subsequent renewal period.

SECTION XIII **PRIOR AGREEMENTS**

This Interlocal Agreement is the entire Agreement between the City and the County. It supersedes all previous oral and written presentations, understandings, and

agreements as they relate to the use and contribution to the Lee County Integrated Solid Waste Disposal and Resource Recovery System.

SECTION XIV **TERM DATE FOR IMPLEMENTING NEW SERVICES**

In the event the County adjusts its processes to meet business goals and/or new innovations, the County shall provide the City a clear objective defining the process or service that is to be updated within 180 days prior to implementation. In the event the City seeks to enlist the County for services in addition to those outlined in Exhibit “B – *Supplemental Service*” the City shall approach the County Manager, or designee, and request such service. The Board of County Commissioners has granted the County Manager, or designee, the authority to review and negotiate terms and conditions for such services. Changes derived from such negotiations shall be performed after 180 days, or at a later specified date, from the date both Parties agreed upon and signed finalized Addendum.

SECTION XV **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XVI **ASSIGNMENT**

No assignment, delegation, transfer, or novation of this Agreement or part thereof, shall be made unless approved by the City and the County.

SECTION XVII **NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County, at the Office of the County Manager and to the City, at the Office of the City Manager.

SECTION XVIII **AMENDMENT**

This Agreement may only be amended in writing, duly executed by the City and the County.

SECTION XIX **CONSTRUCTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION XX **DEFAULT**

If either Party breaches the terms of this Agreement, the non-breaching Party shall provide written notice of the default, in accordance with Section XVII Notices. If the breaching Party does not cure the default within sixty (60) days from the date the notice is sent, the non-breaching Party may terminate this Agreement and recover all costs and damages resulting from the breach of this Agreement. Any outstanding funds owed to the breaching Party may be used to offset the damages and costs incurred by the non-breaching Party. The right to offset is not intended to limit the non-breaching Party's right to any other remedy available in law or equity.

Failure of a Party to exercise its rights in the event of any breach by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the term specifically contained herein. Nothing in this Interlocal Agreement shall be construed to create a cause of action for consequential damages for delay.

SECTION XXI **BOOKS AND RECORDS**

The Parties shall have reasonable access to the books, records, and accounts of the agents, designees or vendors duly contracting with either Party for the purpose of fulfilling any of their obligations under this Agreement.

SECTION XXII **FILING**

This Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City.

SECTION XXIII **HOLD HARMLESS – INDEMNIFICATION**

The City and the County agree to indemnify and hold each other harmless from and against any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorney's fees and costs, to the extent caused by or arising out of or relating to the work, errors, omissions and/or operations of the other Party.. The Parties agree that by execution of this Agreement, neither Party will be deemed to have waived its statutory defense of sovereign immunity, nor increased its limits of liability as provided for at Section 768.28, Florida Statutes.

SECTION XXIV **RESERVATION OF RIGHTS**

Nothing in this Interlocal Agreement shall be deemed nor interpreted to prohibit, preclude or otherwise pre-empt the County's rights or ability to take any other lawfully available actions to provide funding for the System.

SECTION XXV **ATTORNEY'S FEES AND COSTS**

If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses of litigation, including attorneys' fees.

The remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the **City** and the **County** have executed this Amended and Restated Interlocal Agreement of the day, month, and year first written above.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Brian Hamman, Chair

APPROVED AS TO FORM
FOR THE RELIANCE OF LEE COUNTY ONLY:

By: _____
Office of the County Attorney

ATTEST:

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-212
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Request approval of Supplemental Task Authorization (STA) from Hole Montes for West Terry St Pathway Extension from Pine Street to the existing sidewalk at the culvert crossing on the west side of the railroad, in the amount of \$62,700.00.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Matt Feeney, Assistant City 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: At the May 20, 2020 City Council meeting staff presented the Transportation Projects for upcoming FY 20/21 CIP and approval from Council. The West Terry Street Pathway Extension Project from Pine Avenue to the railroad tracks was authorized by City Council at this meeting, for design and construction in the upcoming FY 20/21. Staff requested a price from Hole Montes, the consulting firm who designed the West Terry Street Multi-Use Pathway Project, that is currently under construction. Hole Montes' price is within the project's budget and staff recommends approval of STA No. 2 in the amount of \$62,700.00. Attachments: Supplemental Task Authorization No. 2			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? # 2 - Transportation			
STAFF RECOMMENDATIONS: Staff recommends accepting this STA in the amount of \$62,700 from Hole Montes.			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director:			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-217
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve resolution confirming the selection committee's recommended ranking and authorizing staff to negotiate with the top-ranked vendor, Lit & More, to provide digitizing services to the City's Community Development department.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Carly Sanseverino Staff Attorney	
☒ 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: On July 15, 2020, the City issued RFP 20-12 Digitizing Services seeking qualified vendors to provide document scanning services for Community Development. The solicitation closed on July 28, 2020, and the City received three responsive proposals. On July 31, 2020, the Selection Committee evaluated the proposals and made the following recommended ranking: 1. Lit & More 2. Global Solutions Group 3. STAT Informatic Solutions The attached resolution confirms the ranking and authorizes staff to negotiate with the top ranked vendor, Lit & More. In the event that an agreement cannot be reached with the top-ranked vendor, staff would proceed with the next ranked vendor. Attachments: Resolution			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency			
STAFF RECOMMENDATIONS: Approve resolution confirming the selection committee's recommendation and authorize staff to negotiate with the top-ranked firm, Lit & More.			
REVIEWED BY: City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 20-

RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH THE TOP RANKED FIRM, LIT & MORE, FOR THE PROVISION OF DIGITIZING SERVICES TO THE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 15, 2020, the City advertised for Request for Proposals (RFP 20-12) for Digitizing Services, and

WHEREAS, on July 28, 2020, the City received three (3) proposals for consideration, and

WHEREAS, on July 31, 2020, the Selection Committee met to evaluate the proposals and unanimously recommended the following ranking of the interested vendors:

1. Lit & More
2. Global Solutions Group, Inc.
3. STAT Informatic Solutions

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

Section 1. The Selection Committee's recommended ranking is hereby accepted and approved as written above.

Section 2. Staff is authorized to commence negotiations with the top-ranked firm, Lit & More. In the event that the parties are unable to reach an agreement, staff may terminate negotiations and proceed with the next ranked firm.

Section 3. 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 5th day of August 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: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-216
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve a resolution of the City of Bonita Springs determining that the property identified on the attached list is surplus and should be removed from the city's inventory, authorizing the City Manager to dispose of the surplus property and providing an effective date.			
MEETING DATE: August 5, 2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Lora Taylor Communications Director and Addison Smelko IT Manager
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: The attached list of property has been determined to be surplus and should be removed from the City's inventory. The list represents an end of life phone system that has been replaced and end of life equipment no longer needed for Information Technology functions. Staff would like to dispose of it. Attachment: Resolution List of Surplus property			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Approve resolution which authorizes staff to remove inventory and provide for an effective date.			
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 DETERMINING MISCELLANEOUS SURPLUS INFORMATION TECHNOLOGY EQUIPMENT THAT SHOULD BE REMOVED FROM THE CITY'S INVENTORY, INCLUDING OUTDATED COMPUTER EQUIPMENT AND END OF LIFE PHONE EQUIPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The attached list of items located at the City of Bonita Springs City Hall, 9101 Bonita Beach Road, Bonita Springs, Florida, are hereby determined to be surplus property.

Section 2. The City Manager is authorized to dispose of the surplus property.

Section 3. 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 5th day of August, 2020.

AUTHENTICATION:

Deputy Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Purdon
Forbes
Gibson
Corrie

Quaremba
Simmons
Carr

Date Filed With City Clerk: _____

Surplus

1. Cisco 7942 = 49 – Old Phones
2. Cisco 7962 = 2 – Old Phones
3. Cisco CP9951 = 10 – Old Phones
4. Cisco Portable IP Phone = 2 – Old Portable Phones
5. Dell OptiPlex 790 = 2 – Old Desktops
6. HP LaserJet Pro 400 – M401n = 1 – Old Printer

BONITA SPRINGS CITY COUNCIL

GREEN SHEET:

20-08-196

AGENDA ITEM SUMMARY

REQUESTED MOTION: Approve a resolution joining the 2020 National Mayor's Challenge for Water Conservation.

MEETING DATE: 8/5/2020

AGENDA:

REQUIREMENT/PURPOSE: (Specify)

REQUESTOR OF INFORMATION:

☐	PRESENTATIONS	☐	STATUTE
☐	CONSENT	☐	ORDINANCE
☐	PUBLIC HEARING	☐	ADMIN. CODE
☒	MAYOR AND COUNCIL MEMBER ITEMS	☐	OTHER
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		

BACKGROUND:

The Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, has invited the City of Bonita Springs to participate in the 9th annual National Mayor's Challenge for Water Conservation. The challenge is for residents in the City to conserve water, energy, and other national resources. The 9th National Mayor's Challenge for Water Conservation will be August 1-31, 2020 and Bonita Springs has joined the nationwide challenge to be most "water wise."

Mayor Simmons is joining mayors across the country in asking residents to make a long-term commitment to manage water resources more wisely by taking part in the annual Mayor's Challenge. In return, residents can win \$3,000 toward their home utility payments, water saving fixtures, and hundreds of other prizes. Residents can also nominate a local charity to receive a 2020 Toyota Highlander Hybrid XLE to serve the community. The annual challenge is a non-profit national community service campaign that encourages leaders to inspire their residents to make a series of simple pledges at <https://mywaterpledge.com/> to use water more efficiently, reduce pollution, and save energy.

Last year, residents from more than 3,800 cities in all 50 U.S. states pledged to reduce their annual consumption of fresh water by three billion gallons, reduce waste sent to landfills by 79.9 million pounds, and prevent more than 177,000 pounds of hazardous waste from entering our watersheds.

Attachment: Resolution for the Mayor's Challenge for Water Conservation

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

IF YES, WHICH STRATEGIC OBJECTIVE?

STAFF RECOMMENDATIONS: Council's pleasure

REVIEWED BY:

City Manager:

City Attorney:

City Clerk:

Department Director:

COUNCIL ACTION:

☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER

87 of 133

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, IN SUPPORT OF THE "WYLAND MAYOR'S CHALLENGE FOR WATER CONSERVATION" AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida continues to explore ways to manage residential consumption of water and power, and to inspire its residents to care for our natural resources; and

WHEREAS, cities can engage in efforts to inspire their own communities, as their neighboring cities to become better environmental stewards; and

WHEREAS, the ninth annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA WaterSense, The Toro Company, National League of Cities, ConservaIrrigation, and EarthFriendly Products (makers of EGOS), is a non-profit challenge to residents to encourage pollution reduction and smart water use: and

WHEREAS, with the encouragement of their Mayors, residents may register their participation in their city's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their cities to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from August 1- 31, 2020, the City of Bonita Springs wishes to inspire its residents and its neighboring communities to take the Wyland Mayor's Challenge for Water Conservation by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills;

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF BONITA SPRINGS, FL, DO HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

SECTION1. That the city of Bonita Springs agrees and supports the "Wyland National Mayor's Challenge for Water Conservation"

SECTION2. That the program is to be implemented from August 1- 31, 2020, through a series of communication and outreach strategies, whether new or existing, to encourage residents to take the conservation "Challenge."

SECTION 3. That this resolution shall be effective immediately.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City; and shall make a minute of the passage and adoption thereof on the records of the proceedings of the City Council for the meeting at which the same is passed and adopted.

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

AUTHENTICATION:

_____	_____
Mayor	City Clerk

APPROVED AS TO FORM: _____

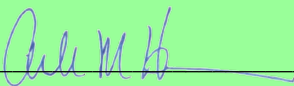
City Attorney

Vote:

Carr
Forbes
Gibson
Corrie

Simmons
Quaremba
Purdon

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-207
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Appoint a member to the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (Zoning Board) to fill a vacancy on the Board.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Peter Simmons Mayor
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☒	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND:			
The City's Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (Zoning Board) currently has one vacancy. Ordinance No. 00-06, Section 2, states "The Board shall be comprised of 7 members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council." Attached are applications received from Gary Gambrell and Anthony Rascio, both of whom have expressed a desire to serve. Mr. Rascio currently serves on the City's Local Planning Agency, and has indicated that, if appointed, he would submit his resignation from the Local Planning Agency. Attachments: Applications from Gary Gambrell and Anthony Rascio.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Council's pleasure.			
REVIEWED BY:			
City Manager:			
City Attorney:		_____	
City Clerk:		_____	
Department Director:		_____	
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

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

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

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

City Council District # 2

DATE: 6/17/2020

PLEASE COMPLETE ALL SECTIONS		
NAME: <u>Gambrell</u>	<u>Gary</u>	<u>C</u>
Last	First	Middle Initial
RESIDENCE ADDRESS:		
<u>27371 Tortoise Trail</u>	<u>Bonita Springs</u>	<u>34135</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
Street	City	Zip Code
MAILING ADDRESS:		
<u>27371 Tortoise Trail</u>	<u>Bonita Springs</u>	<u>34135</u>
Street	City	Zip Code
PHONE NO.	CELL PHONE # <u>336-749-3840</u>	
	Home	Business
E-MAIL ADDRESS:	<u>ggambrell@cdaa.us</u>	
FAX:		

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

Zoning Board
NAME OF ADVISORY COMMITTEES

OCCUPATION: self employed Banking consultant

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

See resume

Do you reside in Bonita Springs?

☒ Yes
☐ No

Address: 27371 Tortoise Trail

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

My qualifications to be eligible are as follows:

See resume

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

Vendors used by HOA: TLS Lawn Service; Sweetwater Pools; Stillwell Solar;
Todd B. Allen, atty; Davis & Associates; Lake Doctors; Collier Environmental;
Natives of Corkscrew; Arthur J. Gallagher & Co. Insurance; Southern Coast Land
Services; Sewer Viewer, Inc.; Benchmark Land Services

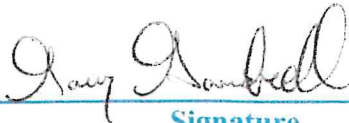
If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

NA

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

I understand that:

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


Signature

6/17/2020

Date

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

GARY C. GAMBRELL

27371 Tortoise Trail, Bonita Springs, FL 34135
(336) 749-3840 ggambrell@cdaa.us

EXPERIENCE

Community Development Associates of America

Bonita Springs, FL

Independent Consultant, New Markets Tax Credits

August 2004 to present

Work with several certified Community Development Financial Institution (CDFI) banks and for-profit corporations on their New Markets Tax Credit (NMTC) programs. NMTC is a federal program whose purpose is to spur new economic activity in poverty-stricken census tracts across America. Created programs that were detailed in three successful applications for tax credit awards in this extraordinarily competitive process. Received \$124.5 million in tax credit allocations in four separate applications. Coordinate the efforts of clients' staff, outside vendors, and local government agencies to utilize the tax credits in a manner that maximizes new economic activity that benefits low-income residents in major metropolitan areas across the country. This includes development and direction of a competitive process that selects the projects that receive below market-rate financing that is subsidized by the tax credits. Have closed on 23 different projects, totaling \$344.2 million in costs utilizing these allocations. Responsible for all compliance and reporting after investments are made.

Louisville Community Development Bank

Louisville, KY

Vice President, Director of Marketing

May 1998 – August 2004

Led marketing, sales (increasing deposits), and public relations efforts for this CDFI bank. Created 50+ page website, quarterly newsmagazine, and a wide variety of collateral and sales support materials, including annual reports. Increased deposit base by 57% in three years, with a retention rate of 94% of current depositors. Responsible for positioning the bank as a national leader in CDFI field. Coordinated bank's participation in and compliance with federal programs such as the Bank Enterprise Award (BEA) and New Markets Tax Credit (NMTC). These efforts resulted in Bank receiving four separate NMTC allocations, \$15.5 million in deposits from other banks and \$3.5 million in cash awards from the BEA program.

The MEGA Life and Health Insurance Company

Clearwater, FL / Louisville, KY

Division Manager / Student Financial Aid Consultant

July 1995 – May 1998

Assisted families in planning for college expenses by advising on sources of financial aid. Sold company's annuities and guaranteed student loans to families needing additional funding.

PlayMakers Repertory Company, The University of North Carolina

Chapel Hill, NC

Director of Development / Marketing Consultant

May 1990 – June 1995

Direct responsibility for all unearned revenues, including donations from individuals and corporations, for North Carolina's only full season, nonprofit, professional theatre. Restructured individual contribution campaign, resulting in 32% increase over four years. Revamped corporate benefits' package, and significantly increased interaction with local business community, resulting in 300% increase in support over same period. Directed total PC system upgrade. Revitalized all special events, quadrupling proceeds of the largest fund raising event (an annual black tie dinner-dance) and brought Opening Nights from the brink of cancellation to a profitable status.

Meridian Lines Typesetting and Graphics

Chapel Hill, NC

Sole Proprietor

January 1979 – May 1990

Provided design, typesetting, and layout for wide variety of promotional material. Solely responsible for all aspects of operation – payroll, personnel, capital equipment expenditures and financial reporting. Also provided marketing consultation for small to medium-size businesses – included networking, public relations, promotions, and long-term planning. Employed as many as six full-time and 30 part-time staff.

ADDITIONAL EXPERIENCE

Board of Directors, The Preserve in Bonita HOA Inc., at-large : 2018, President : 2019 - present
49-door neighborhood. Returned Surface Water System and two nature preserves to permitted standards.

Board of Directors, Community Development Bankers Association (CDBA), 2002 – 2005
CDBA is a trade association of 20 Community Development Financial Institution (CDFI) banks with a mission of promoting community banking and socially responsible investing, and to share best practices among the membership.

Board of Directors, Chapel Hill Flying Club, Inc., Secretary : 1987, President : 1988
Oversaw operations of 200-member, 13-aircraft, nonprofit club chartered in 1961 to provide low-cost flight instruction and aircraft rentals. As President, orchestrated a controlled expansion. 1987 revenues of \$250,000; 1988 revenues exceeded \$400,000 with a 30% increase in membership and doubling of aircraft fleet.

Eagle Scout

EDUCATION

Master of Business Administration, May 1989

Kenan-Flagler School of Business, The University of North Carolina, Chapel Hill, NC
Concentration in marketing and strategic planning. Coursework included major projects in brand management, and new venture management.

Bachelor of Science, Business Administration, May 1984

The University of North Carolina, Chapel Hill, NC. Concentration in marketing.

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

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

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

City Council District # _____

DATE: JUNE 30, 2020

PLEASE COMPLETE ALL SECTIONS		
NAME: RASCIO	ANTHONY	A
Last	First	Middle Initial
RESIDENCE ADDRESS:		
4851 BONITA BAY BLVD, UNIT 802	BONITA SPRINGS, FL	34134
Street	City	Zip Code
BUSINESS ADDRESS: N/A		
Street	City	Zip Code
MAILING ADDRESS: SAME AS RESIDENCE ADDRESS		
Street	City	Zip Code
PHONE NO. 229 221 8105	CELL PHONE # 732 859-5473	
Home	Business	
E-MAIL ADDRESS: RASCIO 802 @ gmail.com		
FAX:		

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

ZONING BOARD ; ZONING BOARD of APPEALS
NAME OF ADVISORY COMMITTEES

OCCUPATION: RETIRED ATTORNEY

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

ADMINISTRATIVE LAW JUDGE; MEMBER- BONITA SPRINGS
PLANNING AGENCY; PUBLIC & PRIVATE COMPANY DIRECTOR

Do you reside in Bonita Springs?

☒ Yes
☐ No

Address: 4851 BONITA BAY BLVD, UNIT 802

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

My qualifications to be eligible are as follows:

PLEASE SEE ATTACHED BIOGRAPHICAL SKETCH
DESIRE TO CONTRIBUTE TO PROSPERITY
AND GROWTH OF BONITA SPRINGS

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

NONE

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

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

I understand that:

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


Signature

JUNE 30, 2020
Date

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

ANTHONY A. RASCIO
4851 Bonita Bay Boulevard
Unit 802
Bonita Springs, Florida 34134
Phone: 239-221-8105
Mobile: 732-859-5473

I have been a resident of Bonita Springs since 2013 and currently reside full time at the above address. I have earned a BA degree from Fordham University and a JD degree from Fordham Law School. I am admitted to the Bar in the State of New York.

I served as Legal director of the International Division of Schering Plough Corporation from 1971 through 1984. In such position, I was responsible for all legal matters of a multi-national, billion dollar corporation. I supervised a staff of three attorneys as well as several administrative staff.

After leaving Schering Plough, I spent two years in the private practice of law before joining Roberts Pharmaceutical Corporation, a start-up as Vice President and General Counsel. I was involved in business development as well as legal affairs during my tenure at Roberts. We sold that company in 2000 for over \$1 billion.

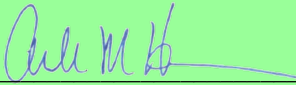
Upon leaving Roberts, I was appointed an Administrative Law Judge in the Finance Department of the City of New York and served in the various boroughs for two years.

I was then involved with a group of former colleagues in the founding of another pharmaceutical company called ESP Pharma. My duties there were similar to those at Roberts, i.e. Senior Vice President and General Counsel, along with other responsibilities as assigned by the CEO. ESP was sold four years later for a huge multiple.

I again assisted in the founding of another start up pharma company albeit on a part time consulting basis. I retired finally in 2009.

During my career, I have had experience dealing with various governmental and regulatory matters including those related to the approval of pharmaceuticals and the building of factories and warehouses in international jurisdictions.

I was born in New York City, attended primary and secondary schools there as well as University and Law School. I am married with three adult children and six grandchildren. I am a member of the Bonita Bay Club where I play golf. I enjoy walking through Bonita Bay, reading and listening to classical music.

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-213
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Ratify Mayor Simmons signing of Letter of Support to Dr. Michael Savarese of FGCU's Department of Marine & Marine Sciences in support of FGCU's DEO Grant application.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Peter Simmons Mayor
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☒	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND:			
The City received a request from Dr. Michael Savarese to provide a letter of support from the City of Bonita Springs in support of Florida Gulf Coast University's grant proposal to the Florida Department of Economic Opportunity "Rebuilding Florida" to study the effects of sea level rise in our region. The City of Bonita Springs submitted an application for this grant as well, and this letter in no way diminishes our application. FGCU also received letters of support from Lee County, Charlotte County, Cape Coral, Fort Myers Beach, the City of Sanibel, and the Village of Estero. I am requesting that Council ratify this letter of support as the grant application was due July 31, 2020. Attachment: Letter of Support			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Improve Storm Water Management and 4) Environmental Protection			
STAFF RECOMMENDATIONS: Ratify letter to Dr. Michael Savarese			
REVIEWED BY:			
City Manager:			
City Attorney:		_____	
City Clerk:		_____	
Department Director:		_____	
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			



9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Peter Simmons
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

July 29, 2020

Dr. Michael Savarese
Professor of Coastal Resilience & Climate Adaption
Department of Marine & Marine Sciences
College of Arts & Sciences
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, FL 33965-6565

RE: Letter of Support for FGCU's DEO Grant Application

Dear Dr. Savarese:

I am writing to express the support of the City of Bonita Springs for Florida Gulf Coast University's grant proposal to the Florida Department of Economic Opportunity "Rebuilding Florida" to study the effects of sea level rise in our region.

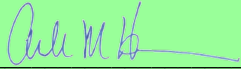
The City of Bonita Springs recognizes the potential risks posed from storms, excessive precipitation, and sea level rise. The tools that would be developed from this application may be beneficial to both the City of Bonita Springs and Southwest Florida in building resilient communities.

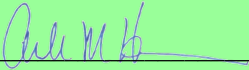
This letter of support is not intended to diminish the value of the City of Bonita Springs' own grant application for FDEO CDBG-MIT funding. We look forward to a collaborative effort with Florida Gulf Coast University, Lee County, and our neighboring jurisdictions in addressing the health, safety, and economic prosperity of our citizens.

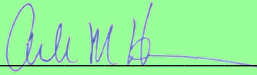
Sincerely,

Peter Simmons
Mayor
City of Bonita Springs

cc: Mayor and City Council
Arleen M. Hunter, City Manager
Matt Feeney, Assistant City Manager
Derek Rooney, City Attorney
Debra Filipek, City Clerk

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-214
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Discussion regarding creation of a citizen water quality advisory committee.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Peter Simmons Mayor	
☐ 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:			
I have received requests from residents for Council to discuss the possibility of the creation of a water quality advisory committee. The committee could focus on communication, education, and public awareness of water quality issues. This could be a continuation of the City's work with Dr. Parsons and the recent establishment of the Bonita Water Keeper.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #4 Environmental Protection			
STAFF RECOMMENDATIONS: 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:	20-08-218
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Discussion of providing incentives, such as administrative leave, to City employees who serve as poll workers for the upcoming elections.		
MEETING DATE: 8/5/2020		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Peter Simmons Mayor
☐ 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:		
On June 17, 2020, in an effort to allow for effective and efficient administration of elections during the circumstances of the COVID-19 pandemic, Governor DeSantis signed Executive Order 20-149 encouraging all state employees to serve as poll workers for the county in which they are an elector. In exchange for their service, the employee shall receive Administrative Leave as follows: - For every hour of training required by the Supervisor of Elections, for a maximum of 10 hours. - 16 hours of Administrative Leave for service during the Primary Election on August 18, 2020. - 16 hours of Administrative Leave for service during the General Election on November 3, 2020. Section 2(C) of this Order encourages all county, municipal, and other public entities to provide the same or similar incentives for their employees to serve as poll workers and encourages the cooperation and coordination with the Supervisor of Elections to fulfill any Election Day poll worker needs. Accordingly, I wish to discuss with City Council the possibility of providing such incentives to our City employees in exchange for service as poll workers for the Primary and General Elections. The provision of the earned Administrative Leave is contingent upon proof of service to the employee's supervisor. Attachment: Executive Order 20-149		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE?		
STAFF RECOMMENDATIONS: 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:	20-08-204
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Discussion regarding a request from the owners of property located at 27121 Pine Avenue for Council's permission to occupy a portion of the City's right of way along Rosemary Avenue.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Mike Gibson Council Member, District 5
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☒	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND:			
I wish to discuss with Council a request I received from Erich and Cindy Salac, the owners of property located at 27121 Pine Avenue. As explained in the attached letter, the Salacs have been maintaining a portion of Rosemary Avenue (a paper road) between their property and the adjacent property for several years, and they are now seeking to make improvements in the City's right-of-way. They are not requesting that the City vacate the road, and they also understand that the City may need the right-of-way in the future. The attached letter outlines their request in detail. Should City Council wish to accommodate this request, it would require a written agreement with the property owners to ensure that the City is able to utilize this road in the future, should the need arise. Attachment: Letter from property owners			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Council's pleasure			
REVIEWED BY:			
City Manager:			
City Attorney:		_____	
City Clerk:		_____	
Department Director:		_____	
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

July 20, 2020

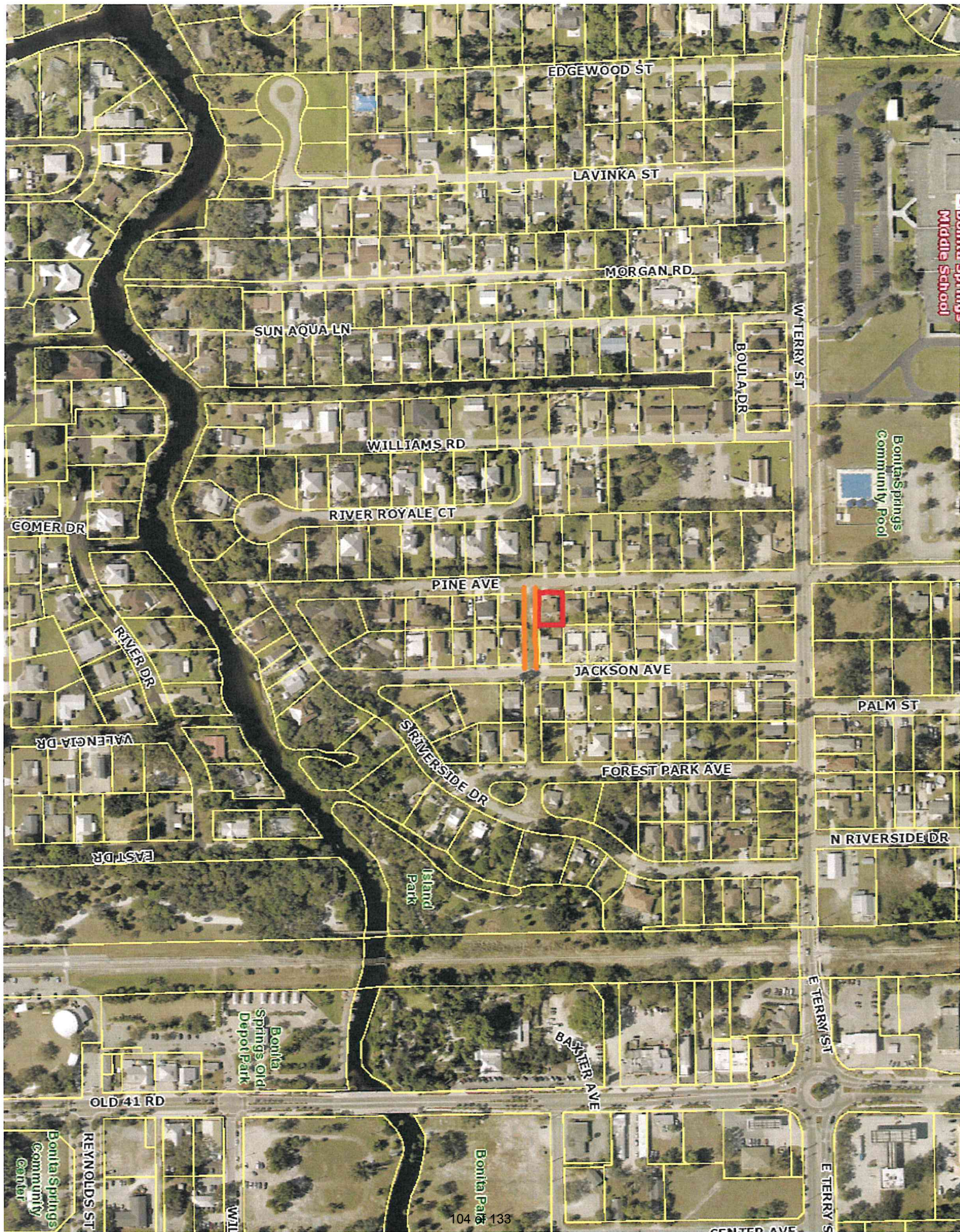
Hello Mike,

Our home is on 27121 Pine Ave. in Bonita Springs. We have been maintaining the area on Rosemary Ave (paper road) that is between our property line on lot 109 and lot 110 for 10 years. We are requesting permission to utilize 12 feet from our property line to install a Semi-Private fence and some landscaping. In addition, we agree to continue maintaining the 8 feet that would be outside of the fence for any walkers or cyclists that may come along.

We will continue to maintain the area 20 feet from our property line to the middle of Rosemary Ave as-long-as the City allows us to do so. We understand that someday the City might want to Utilize this area. Until then, we are requesting an Occupation of Right-of-Way agreement from the City of Bonita Springs. It will give us some extra outdoor space and in return we will enhance the look of the neighborhood.

Thank you for taking this request to council for consideration.

Erich and Cindy Salac
27121 Pine Ave
412-735-1501
412-480-0883
Salac830@gmail.com



EDGEWOOD ST

LAVINKA ST

MORGAN RD

SUN AQUA LN

WILLIAMS RD

RIVER ROYALE CT

PINE AVE

JACKSON AVE

FOREST PARK AVE

PALM ST

N RIVERSIDE DR

E TERRY ST

OLD 41 RD

REYNOLDS ST

BASSIER AVE

E TERRY'S

CENTER AVE

Bonita Springs
Middle School

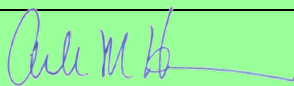
Bonita Springs
Community Pool

Island
Park

Bonita
Springs Old
Depot Park

Bonita Springs
Community
Center

104 133

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-215
AGENDA ITEM SUMMARY			
REQUESTED MOTION: First Reading of an Ordinance authorizing the purchase of the 248 acres pursuant to the Settlement Agreement between the City and BG Mine, LLC and BE 287, LLC.			
MEETING DATE: 8/5/2020			
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 – FIRST READING		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☒ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND:			
Pursuant to the Settlement Agreement entered into between the City and BG Mine, LLC, the City is to take title to 248 acres adjacent to I-75, which will be designed and utilized for surface water treatment and retention. The attached Ordinance authorizes the acquisition and issuance of up to \$5,100,000 of principle obligation to be paid from legally available funds.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1 – Stormwater / 4 Environmental Protection			
STAFF RECOMMENDATIONS: Read Title, move to Second Reading			
REVIEWED BY: 			
City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,100,000 IN PRINCIPAL AMOUNT OF A DEBT OBLIGATION TO FINANCE THE ACQUISITION OF APPROXIMATELY 248 ACRES OF LAND; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE DEBT OBLIGATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; PROVIDING SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, in connection with the Settlement Agreement dated as of December 4, 2019, between the City of Bonita springs, Florida (the "City") and BE 278, LLC (the "Seller") and BG Mine, LLC (the "Settlement Agreement"), the City has agreed to purchase from the Seller approximately 248 acres of land generally located east of Interstate 75 and south of the Bonita Springs Utilities facility, as more particularly described in the Settlement Agreement and the plans and specifications on file with the City (the "Land").

Whereas, the acquisition of the Land is in the best interests of the City and its citizens and constitutes a paramount public purpose.

Whereas, the most efficient and cost-effective method of financing the acquisition of the Land is through a term loan or line of credit to be evidenced by a revenue note, bond or other form of debt obligation (the "Debt Obligation") to be issued by the City pursuant to the authority of this Ordinance, the provisions and details of which shall be provided for in the hereinafter defined Resolution, payable from Non-Ad Valorem Revenues (as defined herein) in the manner and to the extent provided herein and in the Resolution.

Whereas, the principal of, redemption premium, if any, and interest on the Debt Obligation shall be payable from Non-Ad Valorem Revenues in the manner and to the extent provided herein and in the Resolution and the City shall never use or be required to use its ad valorem taxing power for the payment of the Debt Obligation. The Debt Obligation shall not constitute a direct obligation of the City or a pledge of its faith and credit, nor shall the holder of the Debt Obligation have any lien or encumbrance on any property in the City.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. **Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Definitions. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"City" shall mean the City of Bonita Springs, Florida, a municipal corporation established under the laws of the State of Florida.

"Council" shall mean the City Council of the City of Bonita Springs, Florida.

"Debt Obligation" shall mean the revenue note, bond or other form of debt obligation to be issued by the City pursuant to the authority of this Ordinance, to be more particularly described in the Resolution.

"Land" shall have the meaning ascribed thereto in the recitals hereof.

"Non-Ad Valorem Revenues" shall mean all revenues of the City derived from any source whatsoever that are allocated to and accounted for in the City's governmental funds, other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein and in the Resolution.

"Ordinance" shall mean this Ordinance enacted by the Council on the date hereof, as it may be amended and supplemented from time to time.

"Resolution" shall mean the resolution of the City, including any loan or line of credit agreement approved thereby, providing for the security for and repayment of the Debt Obligation, the rights and remedies of the holder of the Debt Obligation and various other terms and details relating to the Debt Obligation, as the same may be amended or supplemented from time to time.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

Section 3. Authorizing the Acquisition of the Land. The City hereby authorizes the acquisition of the Land.

Section 4. Issuance of the Debt Obligation. The Debt Obligation is hereby authorized to be issued in an original principal amount of not exceeding \$5,100,000. The Debt Obligation may be issued in one or more series if necessary or desirable. The particular designation of the Debt Obligation shall be established by the Resolution. The Debt Obligation shall be issued for the purposes of providing moneys to (A) finance the acquisition of the Land and (B) pay the costs and expenses of issuing the Debt Obligation. The principal of, redemption premium, if any, and interest on the Debt Obligation shall be payable from the Non-Ad Valorem Revenues to the extent and in the manner provided herein and in the Resolution.

The Debt Obligation shall be dated such date or dates, shall bear interest at such rate or rates, shall mature at such times and in such amounts as may be determined by

the Resolution, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions as may be determined by the Resolution. The Council shall determine by the Resolution the form of the Debt Obligation, the manner of executing such Note, and shall fix the denomination or denominations of the Debt Obligation, the place or places and dates and manner of payment of the principal and interest, and such other terms and provisions of the Debt Obligation as it deems appropriate. The Debt Obligation may be issued as a current interest paying debt obligation, a variable rate debt obligation, a serial debt obligation, a term debt obligation, a taxable debt obligation, a tax-exempt debt obligation or any combination thereof, as shall be determined by the Resolution. In case any officer whose signature or a facsimile of whose signature shall appear on the Debt Obligation shall cease to be such officer before the delivery of such Note, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. The Council may sell the Debt Obligation in such manner and for such price as it may determine by the Resolution to be in the best interests of the City.

The Debt Obligation may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance (including the adoption of the Resolution) or by the Resolution.

The proceeds of the Debt Obligation shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution. The Debt Obligation shall be secured in all respects by the Resolution which shall include such matters as are customarily provided in such debt instruments including, but not limited to, rights and remedies of the holder of the Debt Obligation, application of proceeds of the Debt Obligation and the security and source of repayment of the Debt Obligation.

Section 5. Covenant to Budget and Appropriate. In the Resolution, the City shall covenant and agree to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, amounts sufficient to pay debt service on the Debt Obligation when due, as provided in the Resolution. Any such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City shall not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate will not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor will it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor will it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor will it give the holder of the Debt Obligation a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to appropriate Non-Ad Valorem Revenues will be subject in all respects

to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein and in the Resolution shall have the effect of making available for the payment of debt service on the Debt Obligation in the manner described herein and in the Resolution, Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder and under the Resolution; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes of the City or which are legally mandated by applicable law.

Notwithstanding the foregoing, the provision in the Resolution regarding the City's covenant to budget and appropriate sufficient Non-Ad Valorem Revenues may differ from this Section 5 hereof to the extent determined necessary or desirable by the Council in its adoption or execution of such Resolution provided the substance and intent of this Section 5 is not materially changed.

Section 6. Taxing Power Not Pledged. The Debt Obligation issued under the provisions of this Ordinance shall not be deemed to constitute a pledge of the faith and credit of the City, but the Debt Obligation shall be payable from the Non-Ad Valorem Revenues in the manner and to the extent provided herein and in the Resolution. The issuance of the Debt Obligation under the provisions of this Ordinance shall not directly, indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefor. The holder of the Debt Obligation shall never have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any portion of the Debt Obligation or the interest thereon against any property of the City, nor shall the Debt Obligation constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City.

Section 7. Trust Funds. All moneys received pursuant to the authority of this Ordinance, whether as proceeds from the sale of the Debt Obligation or any Non-Ad Valorem Revenues budgeted and appropriated as provided herein and in the Resolution, shall be deemed trust funds, to be held and applied solely as provided in this Ordinance and in the Resolution.

Section 8. Remedies of Holder of the Debt Obligation. The holder of the Debt Obligation, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the City.

Section 9. Alternative Method. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be

regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

Section 10. General Authority. The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

Section 11. Severability. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

Section 12. Effective Date. This Ordinance shall become effective immediately upon its enactment.

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

AUTHENTICATION:

Mayor

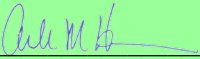
City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Quaremba	_____	Corrie	_____
Purdon	_____	Gibson	_____
Carr	_____	Forbes	_____
		Simmons	_____

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-201
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Direction to staff regarding professional services agreement with Capitol Strategies Consulting for legislative and agency lobbying services.			
MEETING DATE: 8/5/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Arleen M. Hunter City 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:			
On August 19, 2015, City Council approved a professional services agreement with Capitol Strategies Consulting, Inc., to provide Florida Legislative and Agency Lobbying Services to the City. The original agreement provided for a term of three years with the option for two renewals for one additional 12-month period each, at a rate of \$60,000 annually, inclusive of all costs, fees and expenses. On June 19, 2019, the City exercised the second option to renew, and the current agreement is set to expire August 31, 2020. At this time, staff is seeking direction as to whether Council would like staff to commence negotiations with Capitol Strategies Consulting, Inc. for a new agreement. Upon Council's approval, staff will bring back the proposed agreement at the August 19th City Council meeting. Attachment: Agreement			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Improve Storm Water Management, 2) Transportation, 3) Strengthen City Finances, 4) Environmental Protection, and 7) Government Transparency			
STAFF RECOMMENDATIONS: Council's pleasure.			
REVIEWED BY:			
City Manager:			
City Attorney:		_____	
City Clerk:		_____	
Department Director:		_____	
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

**SECOND RENEWAL OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BONITA SPRINGS, FLORIDA,
AND CAPITOL STRATEGIES CONSULTING, INC**

THIS SECOND RENEWAL of the Professional Services Agreement dated September 1, 2015, is made and entered into this 19 day of JUNE, 2019, by and between the City of Bonita Springs, an incorporated Florida municipality, (the "City") and CAPITOL STRATEGIES CONSULTING, INC, (the "Consultant").

RECITALS

WHEREAS, the City and Consultant entered into a Professional Services Agreement allowing for Consultant to provide professional strategic planning and lobbying consulting services for an original term of three (3) years, with the option of two (2) renewals for an additional 12-month period each; and

WHEREAS, on August 15, 2018, the parties exercised the first option to renew the Agreement for a period of one year, and the Agreement is currently set to expire on August 31, 2019; and

WHEREAS, it is in the public interest to renew the Agreement to continue the services for another 12-month period.

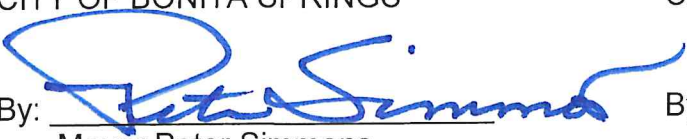
NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and Consultant hereby agree to extend the Agreement as follows:

1. The recitals as set forth above are incorporated into the terms of this agreement as if set forth herein at length.
2. The Agreement is hereby renewed for another one year period and shall expire on August 31, 2020.
3. All of the remaining terms of the Agreement, attached hereto as Exhibit "A", remain the same.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized representatives on the date set forth above.

CITY OF BONITA SPRINGS

CAPITOL STRATEGIES CONSULTING INC.

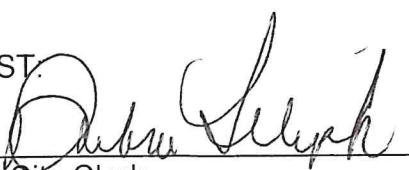
By: 

Mayor Peter Simmons

By: 

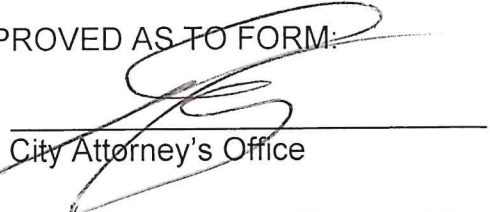
Carol Green, Partner

ATTEST:

By: 

City Clerk

APPROVED AS TO FORM:

By: 

City Attorney's Office

Date: 9/5/19

**RENEWAL OF AGREEMENT [BSC-15-08-107]
BETWEEN CITY OF BONITA SPRINGS, FLORIDA,
AND CAPITOL STRATEGIES CONSULTING, INC**

This First Renewal of the Lobbyist Agreement dated September 1, 2015, is made and entered into this 15 day of August, 2018, by and between the City of Bonita Springs, an incorporated Florida municipality, hereinafter referred to as "City," and CAPITOL STRATEGIES CONSULTING, INC, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City and Consultant entered into an agreement for Consultant to provide lobbyist services for three (3) years, with the option of two (2) renewals for one (1) additional 12-month period each. New contact negotiations may commence thirty (30) days prior to the termination of the Contract Period, and may be used to agree to a new contract executed prior to termination.

WHEREAS, it is in the public interest to amend the Agreement attached hereto as Exhibit "A" to continue the services for another one-year period.

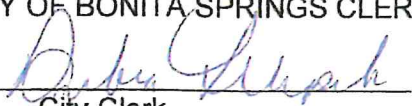
NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the City and Consultant hereby agree to extend the Agreement as follows:

1. The recitals as set forth above are incorporated into the terms of this agreement as if set out herein at length.
2. The Agreement is hereby renewed for another one year period.
3. All of the remaining terms in Exhibit "A", the Agreement, attached hereto, remain the same.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates set forth above.

ATTEST:

CITY OF BONITA SPRINGS CLERK

By: 

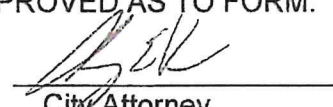
City Clerk

CITY OF BONITA SPRINGS

By: 

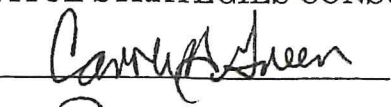
Mayor

APPROVED AS TO FORM:

By: 

City Attorney

CAPITOL STRATEGIES CONSULTING, INC.

By: 

Title: Partner

Date: 8-15-18

BSC-18-08-140

**CITY OF BONITA SPRINGS, FLORIDA
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 1st day of September, 2015 between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Capitol Strategies Consulting, Inc. (hereinafter referred to as the "Consultant").

- I. **DESCRIPTION OF BASIC SERVICES.** Consultant hereby agrees to assist and advise the City with respect to matters and issues before the Florida Legislature and the Executive Branch that are of interest and importance to the City during all interim committee meetings and all legislative sessions scheduled during the Agreement period.

The City will formulate a unified policy statement prior to the beginning of each State Legislative Session. This Policy Statement shall be the instrument used to guide the Consultant in providing services to the City. It shall be the responsibility of the Consultant to facilitate development of this Statement to the City.

The Strategic Planning Services Include:

- Assist the Council with outlining goals, priorities and a legislative agenda for all legislative sessions;
- Provide the City of Bonita Springs with a first draft of a legislative priority statement and subsequent drafts as necessary and assist City staff in preparation of a final priority statement and shall meet with the City Council to explain the legislative priorities and other relevant legislative issues.
- Attend as many local meetings as may be necessary during formulation of the legislative priority statement and at other times during the year as required by the City;
- Assist with questions or implementation strategies of laws passed during legislative session;
- Communicate with legislators, state agencies and the Governor's Office regarding legislation and appropriations that pass;
- Assist the Council with scheduling meetings with the legislative delegation on issues affecting the Council in preparation for legislative session;
- Work with the Council to identify and assess key procedural steps needed to accomplish the City of Bonita Springs' goals pertaining to specific appropriations and/or policy matters;
- Recommend lobbying efforts and strategies in the upcoming legislative session to achieve agenda goals; and
- Continue to work on any legislative matters assigned by the Council.

Lobbying and Consulting Services during the legislative session include:

- Identify and implement strategies regarding proposed legislation during legislative session;
- Prepare timely periodic reports of state legislative initiatives;
- Assist the Council with identifying and determining the feasibility of obtaining specific appropriations for the Council's objectives;
- Assist the Council with identifying and determining the feasibility of obtaining legislation to be filed on behalf of the Council;
- Assist the Council with obtaining bill sponsors;
- Provide the Council with opportunities to interact and directly communicate with elected officials, both statewide and locally;
- Meet with the local legislative delegation prior to the legislative session to present the Council's legislative issues;
- Assist the Council in preparing Lee County legislative delegation hearings;
- Represent the Council and advocate on its' behalf at all regular and special sessions of the Florida Legislature as well as attend legislative committee meetings throughout the year;
- On behalf of the Council, appear before any legislative committees and administrative hearings to provide information regarding the effect that proposed legislation, rules or other government action will have on the Council, and advocate on behalf of the Council that a governmental action take place or be deferred;
- Appear and testify, when requested, before the Florida Cabinet on issues that concern the City;
- Work with the Governor's Office during the bill and budget review process to advocate final passage of positive legislation or appropriations or the veto of negative legislation;
- Provide the Council with weekly written summaries of legislative action affecting the City;
- Provide the Council with a legislative session wrap-up report that summarizes legislative actions in relation to the City's priorities and the effect that approved legislation will have on the City and Council;
- Coordinate with the City Manager and City Attorney on matters of particular City interest during and following the session;
- Work and coordinate the City's legislative efforts with those of the Florida League of Cities and other associations or groups with similar agendas; and
- Report regularly to the City Manager or his designee by way of correspondence, informal bulletins and telephone conference briefings concerning state legislation, appointments and rules which affect Bonita Springs.

Other Consultant Responsibilities:

The Consultant must submit to the City such data, reports, records, strategy recommendations, and other documents relating to the activity as the individual members may require, however, the following shall be provided to the City as a whole:

- 1) A biweekly report, beginning two (2) months prior to the start of the legislative session, which lists and briefly describes pre-filed Bills which affect Municipal and County governments.
- 2) A minimum of one report weekly, which shall be required during the legislative session analyzing session activity.
- 3) One legislative session wrap-up report, summarizing legislative activity in relation to the City Policy Statement and the effect that approved legislation will have on the City and Council.

It is the expectation of the City that the Consultant, shall also perform additional duties. These duties shall include, but not be limited to:

- 1) Working on local issues.
- 2) Seeking grant funds and revenues for specific projects and general purpose.
- 3) Acting as the official representative of the City when deemed appropriate.

II. OBLIGATIONS OF CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

A. CONSULTANT EXPENSES

The Consultant shall be responsible for all expenses incurred for the publishing and distribution of the reports, for travel, telephone, and other office expenses, and personal incidentals.

B. CONTROL OF WORK AND WORKMEN BY CONSULTANT

Except as otherwise provided herein, Consultant shall be solely responsible for the manner and means in which services are performed under this Agreement, and Consultant shall direct the performance of all clerical assistance engaged in connection with the performance of such services. Consultant shall not subcontract for any of the work contemplated under this Agreement without prior written approval of the City, which shall not be unreasonably withheld. Consultant shall be responsible for and shall superintend the execution of all works covered by the Agreement, either personally or through a representative. If Consultant uses a representative, Consultant agrees that the representative shall be competent and qualified, shall give their personal attention to the work hereunder at all times, and shall represent Consultant with full power to act in all matters pertaining to this Agreement. Consultant shall pay all parties employed by Consultant directly.

C. RELATIONSHIP OF THE PARTIES

The parties to this Agreement agree that the Consultant shall provide professional services and that the relationship created by this Agreement is that of owner-independent contractor. The Consultant, in the performance of the services and functions on behalf of the City, shall not be considered an employee of the City, shall be independent thereof, and shall have no claim against the City as to pension, worker's compensation or other employee rights or privileges, granted by the City. City shall not be deemed to assume any liability for the acts, omissions, and/or negligence of the Consultant. The Consultant shall not be deemed to assume any liability for the acts, omissions, and/or negligence of the City.

Persons employed by the Consultant in the performance of services pursuant to this qualification statement shall not be considered employees of the City, shall be independent thereof and shall have no claims against the City as to pension, worker's compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the City to its officers and employees.

D. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with all applicable federal, state and local laws and regulations, including all state laws regulating lobbyists, specifically, the Ethics provisions in Florida Statutes Chapters 11 and 112, and Rule 34-12, Florida Administrative Code. Consultant and the City shall timely and accurately file any registration documents and reports required by such laws.

E. CONFLICT OF INTEREST

The Consultant must not represent any private sector City or public sector City where potential conflict of interest would arise. In the event that a successful Consultant believes a potential conflict of interest could occur, Consultant is under an affirmative duty to inform the City thereof, and the City shall determine whether such a conflict exists. This duty shall be operational for so long as the Agreement is in effect.

F. NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant shall require all of its employees, sub-consultant(s) and subcontractor(s) to comply with the provisions of this paragraph.

G. IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Ordinance No. BSC §36.22, Consultants providing services to the City, as a condition of each Agreement, must use E-Verify to verify the employment of any person hired during the Agreement term by the contractor and assigned by the Contractor to perform work for the City. Before any Agreement with the City is signed, proof of enrollment with E-Verify must be provided. The Consultant acknowledges that she will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

The Consultant must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors, and subcontractors (and their vendors) are independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions, and will comply with the Immigration Reform and Control Act of 1986 and use the E-Verify system for verification. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

H. FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement.

I. COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

J. INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements of this solicitation.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the City of Bonita Springs."

The Certificate Holder shall be named as: City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the City of Bonita Springs."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Agreement Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all Agreements

K. DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

L. MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

M. COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Florida public records laws, specifically to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant agrees to meet these requirements for retaining public records and transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. The City will consider it a breach of Agreement should the Consultant fail to comply with any public records request.

III. OTHER:

A. COST OF SERVICES

The City shall compensate the Consultant for providing and performing the basic services set forth and enumerated in the Description of Basic Services, as follows:

The City agrees to compensate the Consultant \$60,000 annually, inclusive of all costs, fees, and expenses for all work provided to the City or its members by the Consultant for the services provided under this Agreement for Florida Legislative and Agency Lobbying Services. Payment shall be made by the City on a monthly basis, in equal installments on the last day of each month for the duration of the executed Agreement. Under no circumstances will Consultant be paid from City any contingency payments or bonuses.

The City shall pay the Consultant for all additional enhanced services as requested and authorized by the City and negotiated and agreed to in writing by both parties in this Agreement.

B. TERM

This Agreement is effective as of September 1, 2015. The Agreement period is for three years with the option for two (2) renewals for one (1) additional 12-month period each. New Agreement negotiations may commence thirty (30) days prior to the termination of the Agreement period, and may be used to agree to a new Agreement executed prior to termination. Either Party shall have the right to terminate this Agreement upon thirty (30) days written notice without cause. If either Party terminates this Agreement upon thirty (30) days written notice, Consultant will receive compensation for services rendered through the date of termination.

C. ASSIGNMENT

Neither Party may assign its interest under this Agreement except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment shall operate to release the assigning Party from its obligations by the other Party.

D. INUREMENT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained in this Agreement, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.

E. WAIVER

No waiver by any Party of one or more defaults by any other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

F. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, premises, warranties or undertakings other than those set forth or referred to herein.

G. AMENDMENT

This Agreement may not be amended without the execution of a written document by all Parties hereto.

H. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws.

I. ATTORNEYS' FEES

In the event litigation arising out of or in connection with the enforcement of this Agreement or any dispute arising out of this Agreement, the prevailing party shall be entitled to recover all attorney's fees, costs including expenses incurred in connection with such litigation proceeding, including all costs or fees incurred on appeal.

J. SEVERABILITY

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect.

K. COUNTERPARTS

This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, binding on all Parties hereto and the signature of any Party to any counterpart. The Parties shall execute two originals of this Agreement. One original will be retained by the Consultant and the other original shall be retained by the City.

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:


CITY CLERK

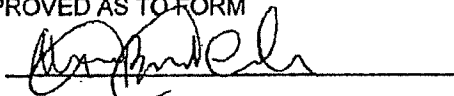
CITY OF BONITA SPRINGS CITY COUNCIL

BY:

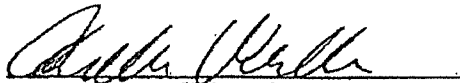

MAYOR

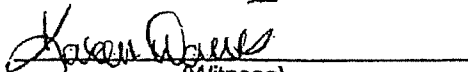
APPROVED AS TO FORM

BY:


CITY ATTORNEY'S OFFICE

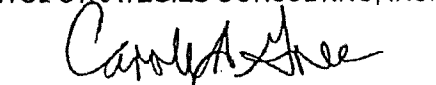
ATTEST:


(Witness)


(Witness)

CAPITOL STRATEGIES CONSULTING, INC.

BY:


(Authorized Signature)

Partner
(Title)

CORPORATE SEAL

Insurance and Bonding Requirements

Insurance / Bond Type

☒ Worker's Compensation

Required Limits

Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.

☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City.

☒ Employer's Liability

\$1,000,000 single limit per occurrence (Workers' Compensation Part B)

☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form

Bodily Injury and Property Damage

☐ \$1,000,000 per occurrence, \$2,000,000 aggregate (Per Project)

☐ \$1,000,000 per occurrence, \$1,000,000 aggregate (Per Project)

☒ \$500,000 per occurrence, \$500,000 aggregate

for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

☒ Indemnification

To the fullest extent permitted by Florida law, the Contractor/Vendor/Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.

☒ Automobile Liability

☐ \$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included

☒ \$ 500,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included

☒ Other insurance as noted:

☐ Watercraft \$ _____ Per Occurrence

☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work.
\$ _____ Per Occurrence

☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.
\$ _____ Per Occurrence

☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work

☐ Pollution \$ _____ Per Occurrence

☒ Professional Liability \$1,000,000 per claim and in the aggregate

☐ Umbrella Excess \$ _____ Per Occurrence

☐ Railroad Right of Way

☐ Railroad Protective Liability Insurance per occurrence limit of not less than **Two Million Dollars (\$2,000,000)** and aggregate limits of **Six Million Dollars (\$6,000,000)** to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your General Liability policy coverage to be \$5,000,000. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage.

For additional information on their insurance requirements and other requirements such as payment for and scheduling Railroad Inspector / Flagman, please contact Sandy Leathers, VP Engineering, Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.

☐ Bid bond

Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with The City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and Insured by the Federal Deposit Insurance Corporation.

☐ Performance and Payment Bonds

If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

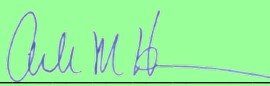
☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as **"ADDITIONAL INSURED, INCLUDING COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

☒ The Certificate Holder shall be named as the City of Bonita Springs. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: "For any and all work performed on behalf of The City of Bonita Springs."

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)** Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to The City of Bonita Springs.

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-08-206
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve the proposal from EnviroStruct LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed \$985,787.31 for Community Park Baseball Complex Phase I renovations.			
MEETING DATE: 8/5/2020			
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:			
On September 18, 2019, City Council accepted the presentation from Waldrop Engineering on the design plan for the Community Park Baseball Complex Master Plan Phase I project. Phase I of this project includes construction to repair ADA compliant issues, new stormwater improvements in ballfield quad area and immediate surrounding, upgraded pedestrian hardscaping through quad area that addresses circulation into ballfields/park facilities from adjacent parking, associated interior landscaping and irrigation for Phase 1 improvements. In July 2020, staff utilized the CN 19-12 Construction Manager at Risk Continuing Services agreement approved contractor list to solicit guaranteed maximum price (GMP) proposals from 4 of the approved firms on the contract list. EnviroStruct LLC was the lowest qualified GMP of the four submitted. Attached is the proposal from EnviroStruct LLC for the guaranteed maximum price for the Community Park Baseball Complex Phase I renovations in the amount of \$985,787.31. The work is outlined in the scope of work and fee proposal attached. Funding for Phase I improvements is included in the current fiscal year budget in the amount of \$491,707 and in the upcoming FY 2020-2021 budget in the amount of \$550,000. Attachments: Proposal and Scope of Work			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #8 Community Aesthetics			
STAFF RECOMMENDATIONS: Approve proposal from EnviroStruct LLC for the guaranteed maximum price for the Community Park Baseball Complex Phase I renovations in the amount of \$985,787.31.			
REVIEWED BY:			
City Manager:			
City Attorney:	_____		
City Clerk:	_____		
Department Director:	_____		

COUNCIL ACTION:

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



Bonita Springs Community Park – Phase 1

Scope of Work

7.24.2020

Schedule – Is based on 18 weeks of construction once we receive the building permit. One fulltime superintendent will be onsite daily to manage the project and weekly visits from our General Superintendent and Project Manager to monitor the progress of the job.

Pricing – Is based off a guaranteed maximum price

Survey:

- Stake location for the silt fence
- Stake and mark out the pavement of the demolition limits
- Stake and grade storm structures and the yard drains
- Stake out the location of the irrigation sleeves
- Stake the location of the re-located poles and the utility boxes
- Stake and grade the paver paths
- Stake the location of the fences and the relocated fences
- Provide As-Built survey

Material Testing:

- Includes field density tests for the utility line backfill
- Includes field density tests for the parking lot sub-base
- Includes cast and cylinder testing for the site concrete
- Includes stormwater Inspections – once per week

Sitework, Paving, Underground Utilities:

- Includes the following removals: trees, bleacher, bleacher canopy, dugout, asphalt, valley gutter, and the concrete removal
- Includes cutting in the subgrade and the final grade
- Includes the subgrade under the pavers and the concrete walkways
- Includes 4" lime rock under the pavers and the concrete walkways
- Includes the 12" x 4" ribbon curbing
- Includes the 12" x 6" ribbon curbing
- Includes the 6" x 12" gutter curb



- Includes the 4" concrete slab and 715 LF thicken edge at the trench drain
- Includes 6" concrete slab 160 LF thicken edge at the trench drain
- Includes removing drainage pipe per the plans
- Includes 12", 10", 8" ADS pipe per the plans
- Includes 6" trench drain per the plans
- Includes yard drain per the plans
- Includes adjusting manhole and cleanout per the plans

Pavers:

- Includes installing the 60mm and 80mm Tremron 4"x8" glacier paver in the herringbone pattern per the plans

Fence & Gates:

- Includes all fence - gate removals and relocations per the plans this includes backfilling all the post foundations after removal

Landscape & Irrigation:

- Includes installing all the new landscaping per the plans
- Includes making all the sod repairs per the plans
- Includes all the irrigation repairs and relocations
- Includes one-year lawn and landscaping maintenance

Concrete:

- Prep and pour foundations for the relocated foul poles

Flag & Foul Pole Install:

- Includes installing the relocated flagpole this also includes the new foundation work
- Includes installing the two relocated foul poles and includes the new foundation work

HVAC:

- Includes disconnecting, removing, storing, and re-installing the existing HVAC units

Electrical & Site Photometric:

- Includes demolition of the existing 5 steel poles and installing qty. 5 new 85' poles buried 15' deep using existing fixtures and arms
- Relocate a qty. 4 junction boxes with copper as specified
- Re-install conduit and wiring for the revised service feeder locations
- Add receptacle outlets as specified
- Includes site photometrics per the plans



Clarifications:

- Excludes design and engineering fees
- Excludes permit and impact fees
- Excludes utility connection and electrical connection fee
- Includes performance and payment bond
- Excludes builders risk insurance



July 22, 2020

Ms. Nicole Perino
Parks & Recreation Director
City of Bonita Springs
26740 Pine Ave.
Bonita Springs, Florida 34135

RE: City of Bonita Springs – Community Park Phase 1

Dear Nicole:

We are pleased to present you with this estimate for the City of Bonita Springs Community Park – Phase 1. The total cost for the project \$985,787.31

Attached is a detailed breakdown of the project and our clarification summary sheet.

Please let me know if you have any questions. Talk to you soon.

Sincerely,

Jacob Huntoon
Estimator
EnviroStruct, LLC
239-494-5700 Office
239-405-5282 Cell
Jacob@Envirostruct.net
www.EnviroStruct.net

26701 Dublin Woods Cir, Bonita Springs, Florida, 34135 CGC License # 1517202
www.EnviroStruct.net

Bonita Springs Community Park - Phase 1
 26740 Pine Avenue Bonita Springs FL 34135
 GMP - Proposal
 July 22, 2020



Bldg Area: 0 sf
 Site Area: .74 ac.

General Conditions (4 Months)

Total	\$ 83,480.00
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Sub Contractor & Supplier Cost

Cost Code	Description	Qty.	U/M	Total
02-035 1	Surveying	1	LS	\$ 7,570.00
02-117 2	Material Testing - Compaction & Concrete	1	LS	\$ 2,397.60
02-001 3	Sitework	1	LS	\$ 136,958.89
02-025 4	Paving	1	LS	\$ 217,416.10
02-026 5	Pavers	1	LS	\$ 42,000.00
02-040 6	Underground Utilities	1	LS	\$ 118,085.55
02-135 7	Fence & Gates	1	LS	\$ 55,309.00
02-140 8	Landscape & Irrigation	1	LS	\$ 89,541.75
03-180 9	Concrete - Foundations Foul Pole	1	LS	\$ 3,000.00
10-530 10	Flag Pole & Foul Pole Install	1	LS	\$ 4,522.00
15-500 11	HVAC	1	LS	\$ 852.00
16-001 12	Electrical & Site Photometric Measurment	1	LS	\$ 150,200.00
Total				\$ 827,852.89

Estimate Summary

Total General Conditions w/ Labor Burden	\$ 83,480.00
Total Subcontractor Costs	\$ 827,852.89
Contingency	\$ -
Permit & Impact Fees	By Owner
Builders Risk	\$ -
Liability Insurance	\$ 5,468.00
Performance & Payment Bond	\$ 8,821.00
Total Fee	\$ 60,165.42
Total Base Bid	\$ 985,787.31

Qualifications & Assumptions:

See Summary Sheet



EnviroStruct, LLC
Bonita Springs Community Park –
Phase 1
Clarifications and Exclusions
7.22.2020

1. Excludes building permit fees, impact fees, design fees, and utility connection fees. These fees are to be paid direct by Owner.
2. Excludes rock excavation.
3. Excludes builders risk insurance.
4. Includes payment and performance bond for the project.
5. Pricing includes all bid sets of plans from Waldrop Engineering and addendums 1 & 2
6. Project schedule is based on 4 months of construction with one fulltime superintendent onsite 122 Calendar Days to obtain Certificate of Completion on Phase 1 of construction
7. Includes one year of lawn and landscape maintenance after the project is complete.

JACOB HUNTOON
ENVIROSTRUCT - ESTIMATOR

CITY COUNCIL SPECIAL MEETING
CITY OF BONITA SPRINGS
TUESDAY, JULY 14, 2020
6:00 P.M.
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135
MINUTES

**PUBLIC COMMENT AVAILABLE VIA EMAIL, PHONE AND IN
PERSON IN ACCORDANCE WITH SOCIAL DISTANCING GUIDELINES**

DUE TO SOCIAL DISTANCING GUIDELINES, PLEASE EMAIL THE CITY AT CITYMEETINGS@CITYOFBONITASPRINGS.ORG IN ORDER TO:

1. SUBMIT YOUR COMMENT IN WRITING PRIOR TO THE MEETING; OR
2. PROVIDE YOUR NAME AND TELEPHONE NUMBER TO PARTICIPATE BY PHONE DURING THE MEETING. A MEMBER OF STAFF WILL CONTACT YOU PRIOR TO THE MEETING WITH CALL-IN INSTRUCTIONS. ALSO, PLEASE INDICATE IN YOUR EMAIL WHICH MEETING YOU WOULD LIKE TO PARTICIPATE BY PHONE.

PLEASE INCLUDE THE MEETING DATE IN THE SUBJECT LINE OF YOUR EMAIL. ALL EMAILS FOR PUBLIC COMMENT MUST BE RECEIVED BY 3:00 P.M. ON JULY 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.

INTERESTED PARTIES MAY ALSO ATTEND THE PUBLIC HEARING IN PERSON TO PROVIDE COMMENTS IN ACCORDANCE WITH THE CITY'S CODE OR AS THOSE PROVISIONS MAY BE MODIFIED BY THE CITY COUNCIL. SOCIAL DISTANCING AND OTHER CENTERS FOR DISEASE CONTROL (CDC) AND FLORIDA DEPARTMENT OF HEALTH (FDOH) GUIDELINES PERTAINING TO COVID-19 WILL BE FOLLOWED AND OBSERVED.

I. CALL TO ORDER

Deputy Mayor Mike Gibson called the meeting to order at 6:00 p.m.

Deputy Mayor Gibson motioned to authorize Mayor Peter Simmons to participate via telephone; Council Member Amy Quaremba seconded; and the motion passed unanimously.

II. ROLL CALL

Deputy Mayor Gibson and all Council Members were in attendance, with Mayor Peter Simmons participating via telephone.

III. PLEDGE OF ALLEGIANCE

Deputy Mayor Gibson led in the Pledge of Allegiance.

IV. DISCUSSION REGARDING FACE COVERINGS (MASKS) (CORRIE; GREENSHEET 20-07-185)

Phil Dutcher, with NCH, provided a summary of the pandemic since it began. To date they have tested a total of 16,800 people. They have 133 patients in the hospital today who have tested positive. They also have a census today of 480 patients, and have discharged over 500 covid-19 patients. Their open bed capacity currently stands at 24%. They have 715 beds between their two hospitals, with 24% of those available today. They have the ability to expand those 715 beds to 1,000 if needed. Their critical care is at 41%. He further addressed, and responded to questions of City Council. The number of those who passed is at 31 today. NCH has adequate capacity to handle the surge. They have not stopped any elective surgeries, but are looking at that day by day.

Michael Nachief, with Lee Heath, next addressed Council next. He also provided an overview to date. They have 358 COVID19 patients in the hospital– 307 in patients, 50 in the skilled nursing unit, and 1 in rehab. There have been 156 deaths from the start of the pandemic. Their census today is 1,239 beds available with a 95% available bed capacity. Their challenge is finding staff, noting that is something they are working with the Governor to address. They are using 35% of ventilators, 67 of the 191 of which 27 are being used by COVID-19 patients. They've also had 579 quarantined employees. They've tested 29,557 with 5,351 positive and 24,306 negative. They have admitted 45 COVID-19 patients today and discharged 44. Mr. Nachief next responded to questions of City Council.

Mr. Nachief in response to Council explained that they are working to get staff back and working to get 240 additional beds. Discussion ensued. Mr. Dutch responded to Council that in March NCH lost \$24 million and April \$9 to \$10 million. Mr. Nachief responded that Lee Health projected losses were over \$100 million from suspending elective surgeries and from people who lost insurance. Council Member Corrie addressed zip code 34135 which has been designated as a COVID hotspot, with an excess of 600 cases now. He questioned what NCH and Lee might advise to help contain that. Mr. Nachief responded that they have done outreach to those communities in need, which he expanded on. In terms of mitigation they advise to wash hands, social distance, and wear masks. Discussion ensued.

PUBLIC COMMENT:

Elaine Bogdanoff spoke in support of a mask mandate.

Linda Schwartz addressed the need to pass a mask ordinance. She supports a mast mandate.

Barbara Ogle was also in attendance to express her support for a mask mandate.

Joe Calabrese was in attendance to reinforce City Council of a letter from the letter from the Bonita Bay Association in support of a mask mandate.

Holly a resident of the City for 17 years, and in Florida for over 40 years, voiced her support for a mask mandate.

Peggy Kestenbaur resents a mask mandate, but supports wearing one out in public, or when asked. She does not think she should be mandated to wear one. She feels it is unhealthy for healthy people and children to wear.

Representative Byron Donalds was in attendance to address City Council powers in relation to a mandate.

Dan Thompson a resident in the Zip code 34135 was in attendance to express his support for a mask mandate.

Lisa Smith-Horowitz a health professional for 35 years and resident in the 34135 zip code spoke in opposition to the wearing of a mask.

Todd Truax spoke in support of a mask mandate. He supports the data provided by the both health care professionals here tonight. He supports a mandate.

Dwight Esmon spoke in support of a mandate. He wears a mask to protect himself as well as others.

Sandy Gibbons, also a resident of 34135, supports trying a mask mandate for a period of time and see what happens.

Chad Abel spoke opposed to a mask mandate. He suggested recommendations instead to wear masks.

Council Member Quaremba suggested more discussion on zip code 34135 being at the level that it is, addressing concerns she has about national statistics coming out. She would, therefore, suggest a discussion on how we could address that particular area, and if it is a demographic issue she would suggest the Outreach Committee address because of the connections they have. She doesn't feel we have complete information on statistics and how they affect us here in Bonita Springs. She feels we can ask the professionals about that. She would also like to ask the professionals about the numbers locally and Collier county, but she doesn't feel we had the opportunity to put them in context, and further addressed. Lastly, she is very concerned about the expressions of fear from the statements that have been presented to Council. She wants to get the message out to people that they are in control themselves and to narrow their interactions with other people.

Council Member Corrie addressed his reasons for supporting the mandate, and read aloud a remarks he prepared.

Council Member Laura Carr have to stop killing the economy. This is going to be with us and is going to be with us, which she further addressed.

Council Member Forbes requested information from both Lee Health and NCH for Bonita Springs what the total number of cases treated and information on those they currently have in the hospital. He supports carefully implementing an order for six weeks and see what happens.

Council Member Jesse Purdon addressed emails he received, he also addressed two conversations he had on the way here, one from seniors who are scared and are currently home. He also addressed a conversation that concerns him regarding potential lawsuits if this passes tonight.

Deputy Mayor stated business have a right to require or not require masks. Everyone has a personal responsibility to take care of their and their family's safety. He doesn't see infringing on everyone's rights and require masks.

Mayor Simmons addressed. If you have to mandate something that's unenforceable, that's not the right way to do. It's about personal choice, liberty, respecting where you go, and avoiding a lawsuit. He is opposed to mandating something that the Sheriff cannot enforce. Council Member Corrie provided further comments.

Council Member Corrie motioned to approve the Order, with the amendment by Council Member Forbes relating to the six week sunset provision, and that Council look at the numbers, and by that time NCH and Lee Health can give data requested by Council Member Quaremba; Council Member Forbes seconded.

MOTION BY: Council Member Corrie
SECONDED BY: Council Member Forbes
RESULT: Motion Failed 3-4 (Mayor Simmons, and Council Members Purdon, Carr and Gibson opposed)

Council Member Quaremba requested starting an effort to focus on zip code 34135, getting input from professionals, getting additional information, working on addressing the fear in our community, we have to work on the messaging that comes from the media and from Council. We could have a stronger message without a Resolution. Develop a message to all our businesses, and at least get an email out to the business and reinforce this that this is what we expect them to do in Phase 2. She further explained. Council Member Purdon stated that now being liaison City Council Member and active member of Outreach Committee, he would like to get together with Council Member Quaremba from an Outreach perspective.

V. PUBLIC COMMENT

Included above.

VI. ADJOURNMENT

There being no further items to discuss, the meeting adjourned at 8:15 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Peter Simmons, Mayor