

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, DECEMBER 16, 2020
5:30 P.M.
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email the City at CITYMEETINGS@CITYOFBONITASPRINGS.ORG Any written public comment must be received by 12:00 P.M. on December 16, 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.

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

First Reading of the following Zoning Ordinance:

- A. A Zoning Ordinance of the City of Bonita Springs; granting a variance from LDC 4-1893, which requires a street setback of 25 feet, to allow a street setback of 20 feet, and from LDC 4-1894(b), which requires a water body setback of 25 feet, to allow a water body setback of 15 feet from the east, for a single family residence and accessory structures, and 6.5 feet from the north for a single-family residence, and from LDC 4-489 which requires a side yard setback of 7.5 feet to allow a side yard setback of 6.5 feet for a single family residence and accessory structures, located at 27783 Hickory Boulevard, Bonita Springs, Florida; providing for an effective date. (Greensheet No. 20-12-372)

Short recess, if needed.

9. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)
 - A. Approve Budget Resolution to transfer budget among expenditure accounts within the Stormwater Fund. (Greensheet No. 20-12-357)

- B. Review of Preliminary September 2020 Monthly Capital Improvements Projects. (Greensheet No. 20-12-363)
- C. Review of Preliminary September 2020 Monthly Financial Report. (Greensheet No. 20-12-358)
- D. Adopt a Resolution appointing/reappointing members to the City of Bonita Springs Historic Preservation Board, the Art in Public Places Board, the Bicycle Pedestrian Safety Advisory Committee, the Technology Advisory Board, the Street Light Advisory Committee; and the Special Events Committee. (Greensheet No. 20-12-360)
- E. Approve one year renewal of the contract for banking services with BankUnited. (Greensheet No. 20-12-374)
- F. Approve the addendum extending the time period of the agreement with Benson's Grocery for the placement of a mural at the property owned by Shree Umiya Investment, LLC at 27301 Old 41 Road until March 30, 2023. (Greensheet No. 20-12-366)
- G. Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Bonita Springs Little League. (Greensheet No. 20-12-364)
- H. Approve Resolution to Carryover FY 2020 unspent capital budget amounts into FY 2021. (Greensheet No. 20-12-359)
- I. Approve contract with Automated Merchant Services to provide electronic payment processing services for Community Development. (Greensheet No. 20-12-379)
- J. Approve Resolution to award Pine Lake Preserve Re-Hydration Project RFB 20-21 to the lowest responsive, responsible bidder, TSI Disaster Recovery, LLC in the total bid amount of \$598,831.25 pending approval of all documentation. (Greensheet No. 20-12-375)
- K. Approve fixed property damage release from Progressive Insurance for city property damage occurred due to an automobile accident. (Greensheet No. 20-12-367)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

Short recess, if needed.

10. Mayor and Council Member Items:

- A. Discussion of next steps for the City-owned parcel known as the "Bamboo" parcel. (Deputy Mayor Gibson; Council Member Purdon) Greensheet No. 20-12-377)

11. Public Hearing:

- A. First Reading of the following Ordinance: An Ordinance of the City of Bonita Springs; Amending Bonita Springs Code Chapter 10, Article II, Building Codes and Standards, Section 10-20 to update wind speed lines and a wind borne debris region that coincides with figure 1606 of the Florida Building Code; providing for severability, conflicts, codification, scrivener's errors and providing for an effective date. (Greensheet No. 20-12-370)

Short recess, if needed

12. City Attorney's Items:

13. City Manager's Items:

- A. Review attached list of Legislative Priorities and proposed short list of Legislative Funding projects, and direction to Staff on Funding for Funding Project 1. (Greensheet No. 20-12-365)
- B. Discussion on the South Florida Water Management District Report regarding the Big Cypress Basin boundary study and direction to Staff. (Greensheet No. 20-12-368)
- C. Authorize Change Order for Wright Construction to mitigate air quality issues discovered during the City Hall Renovations project and approve the necessary budget transfer (Greensheet No. 20-11-371)
- D. Discussion and direction to staff regarding installation of air purification equipment in some or all City facilities. (Greensheet No. 20-12-378)
- E. Public Hearing to consider adoption of a resolution to reduce current Building Permit and Plan Review fees for Residential and Commercial Building permit applications by seventy-five percent (75%) for one year starting January 1, 2021, and a permanent reduction of the Trade permit application fee to \$75 per permit. (Greensheet No. 20-12-373)
- F. Review a request by Dr. Michael Savarese's to provide a letter of support for a grant proposal to the NOAA's Effects of Sea-level Rise program (NOAA ESLR). (Greensheet No. 20-12-380)
- G. Approve addendum to Interlocal Agreement with Lee County to receive funding under the CARES Act in an amount not to exceed \$1,600,000. (Greensheet No. 20-12-381)
- H. Discussion of proposed City Council strategic planning workshop, and direction to Staff. (Greensheet No. 20-12-376)
- I. Informational Item: City Council Appointments to various Boards and Committees. (Greensheet No. 20-12-362).

14. Mayor and Council Member Reports:

15. Approval of Minutes: 11/04/20, 11/18/20 and 12/02/20

16. Public Comment:

17. Adjournment.

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

NOTE: 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: 01/06/21

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-12-372
AGENDA ITEM SUMMARY		
REQUESTED MOTION: First Reading of the following Ordinance: A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS; GRANTING A VARIANCE FROM LDC 4-1893, WHICH REQUIRES A STREET SETBACK OF 25 FEET, TO ALLOW A STREET SETBACK OF 20 FEET, AND FROM LDC 4-1894(B), WHICH REQUIRES A WATER BODY SETBACK OF 25 FEET, TO ALLOW A WATER BODY SETBACK OF 15 FEET FROM THE EAST, FOR A SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURES, AND 6.5 FEET FROM THE NORTH FOR A SINGLE-FAMILY RESIDENCE, AND FROM LDC 4-489 WHICH REQUIRES A SIDE YARD SETBACK OF 7.5 FEET TO ALLOW A SIDE YARD SETBACK OF 6.5 FEET FOR A SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURES, LOCATED AT 27783 HICKORY BOULEVARD, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE		
MEETING DATE: 12/16/2020		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Mike Fiigon II Senior Planner
☐ CONSENT	☒ ZONING 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 a setback variance request for a residential lot on Little Hickory Island. The lot is substandard in size and (through no fault of the applicant) does not meet the zoning requirements for a single-family residential lot (RS-1). The Zoning Board heard the case on November 17, 2020 and voted unanimously to approve the variance request.		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 5) Community Aesthetics		
STAFF RECOMMENDATIONS: Approve and move to second reading.		
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: Arleen Hunter Derek Rooney Debra Filipek John Dulmer		
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER		

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 20 - XX

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS; GRANTING A VARIANCE FROM LDC 4-1893, WHICH REQUIRES A STREET SETBACK OF 25 FEET, TO ALLOW A STREET SETBACK OF 20 FEET, AND FROM LDC 4-1894(B), WHICH REQUIRES A WATER BODY SETBACK OF 25 FEET, TO ALLOW A WATER BODY SETBACK OF 15 FEET FROM THE EAST, FOR A SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURES, AND 6.5 FEET FROM THE NORTH FOR A SINGLE-FAMILY RESIDENCE, AND FROM LDC 4-489 WHICH REQUIRES A SIDE YARD SETBACK OF 7.5 FEET TO ALLOW A SIDE YARD SETBACK OF 6.5 FEET FOR A SINGLE FAMILY RESIDENCE AND ACCESSORY STRUCTURES, LOCATED AT 27783 HICKORY BOULEVARD, BONITA SPRINGS, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sections 4-1893 and 4-1894 of the City's land development code ("LDC") require twenty-five foot setbacks from streets and waterbodies, respectively, as well as Section 4-489 which requires a side yard setback of seven and one-half feet; and

WHEREAS, the Applicant, Ashmore Design, is seeking variances pursuant to the aforementioned setback requirements to accommodate the construction of a new single-family structure; and

WHEREAS, a Public Hearing was advertised and heard on November 17, 2020 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case VAR20-71995-BOS who unanimously recommended approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

WHEREAS, Section 4-225 of the LDC requires variances and special exceptions be processed as ordinances as opposed to resolutions; and

WHEREAS, City Council at their December 16, 2020 meeting considered the record of the Zoning Board on Case VAR20-71995-BOS and gave full consideration of the Staff Recommendation, the evidence and testimony provided during the public hearing.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby grants a variance from the setback requirements of Sections 4-1893, 4-1894 and 4-489 of the LDC, with the following conditions:

Conditions:

1. The variance is limited to the parcel in question, known as 27783 Hickory Blvd, STRAP No. 31-47-25-B4-002L0.0040, further described in the legal description, Exhibit A, attached hereto.

Setback Location	Requested
Front (Street – all structures)	20'
Side (all structures)	6.5'
Waterbody (principal structure)	15' read and 6.5' side
Waterbody (elevated accessory structures)	15'

2. The use of the lot in its current configuration is limited to one single family home with accessory structures and shall be generally consistent with the site plan attached to the application.
3. Sound deadening material shall be used on any exterior alcove housing mechanical equipment.
4. The applicant shall make every effort to site the mechanical equipment in the least obtrusive position, relative to the existing single-family home to the south.
5. All other portions of the land development code and applicable building codes, unless specifically altered by this variance approval, remain in full force and effect.
6. All testimony and evidence presented before both the Zoning Board and City Council public hearings, including the application and staff report, are hereby incorporated as exhibits to this Ordinance.

Findings & Conclusions:

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

1. There are exceptional or extraordinary conditions or circumstances inherent to the property in question;
2. The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the code from which this chapter is derived will not be considered self-created);
3. The variances granted are the minimum variances to will relieve the applicant of an unreasonable burdens caused by the application of the regulations in question to the subject property;
4. The granting of the variances will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
5. The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature so as to make it more reasonable and practical to amend the ordinance.

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ___th day of January, 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:
Carr

Corrie

Purdon
Forbes
Gibson

Quaremba
Steinmeyer

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-357
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve Budget Resolution to transfer budget among expenditure accounts within the Stormwater Fund			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Matt Feeney, Assistant City Manager 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 a Budget Transfer Resolution to establish budgets for the maintenance expenditure accounts within the Stormwater Fund. Excerpts from Stormwater Ordinance: Stormwater service assessment means an annual special assessment imposed upon each benefitted parcel within the stormwater utility area to fund customer services, stormwater service collection costs, utility-wide operations, maintenance services and the associated stormwater service collection cost. Stormwater improvement assessment means a special assessment imposed by the City to fund the capital cost of one or more stormwater improvements and the associated stormwater improvement collection costs. Proceeds of the stormwater service assessment shall be used for the payment of customer service cost, utility-wide operating cost, maintenance service cost, and stormwater service collection cost. Proceeds of the stormwater improvement assessments shall be used for payment of the capital cost of stormwater improvements, or the payment of debt service on obligations issued to finance stormwater improvements, and payment of the stormwater improvement collection cost. Attachment: Budget Transfer Resolution			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency			
STAFF RECOMMENDATIONS: Approve the attached Budget Resolution.			
REVIEWED BY:			
City Manager:	<u>Arleen Hunter</u>		
City Attorney:	<u>Derek Rooney</u>		
City Clerk:	<u>Debra Filipek</u>		
Department Director:	<u>Matt Feeney</u>		
Department Director	<u>Anne Wright</u>		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 20 – ____**

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A FISCAL YEAR 2021 BUDGET TRANSFER AMONG EXPENDITURE ACCOUNTS WITHIN THE STORMWATER FUND; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, transfers among accounts budgeted within the Stormwater Fund are needed to establish budgets for stormwater maintenance cost accounts previously accounted for within the General Fund.

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

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

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

	Budget Increase (Decrease)
Stormwater Expenditures account	(795,442)
NPDES Permit	1,459
NPDES Consultant Assistant	22, 219
GIS Services	5,751
TMDL Monitoring	93,274
BMAP Program	3,944
Exotic Vegetation Removal	33,053
Natural Resources Services	103,332
Drainage Maintenance	400,836
Asset/WO Management Program	17,143
Small Tools & Equipment	809
US 41 Landscape Maintenance	72,914
E. Terry St. Landscape Maintenance	21,434
Downtown Old 41 Landscape	19,274

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16th day of December, 2020.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Purdon
Corrie	Quaremba
Forbes	Steinmeyer
Gibson	

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-363
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Review of Preliminary September 2020 Monthly Capital Improvement Projects Report			
MEETING DATE: 12/16/2020			
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 Preliminary Capital Improvement Projects Monthly Report as of September 30, 2020. This report categorizes the capital projects by the City Council's adopted Strategic Priorities. As of September 30, 2020, the total Capital Improvement Project budget, including carry-over from the prior year and current year amendments, is \$71,548,436. Preliminary project expenditures for the year ended September 30, 2020 total \$12,570,204. This report is provided for informational purposes.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency			
STAFF RECOMMENDATIONS: Informational item.			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: <u>Arleen Hunter</u> <u>Derek Rooney</u> <u>Debra Filipek</u> <u>Anne Wright</u>			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT							
as of September 30, 2020 (preliminary)							
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 Preliminary Expenditures as of September 30, 2020	Budget Variance as of September 30, 2020
Account	Project Description						
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)							
30.250.538.6100	Land acquired for storm water purposes	General Fund	-	2,671,936	2,671,936	6,675	2,665,261
30.250.538.6106	East Bonita Springs Stormwater Improvement	Loan Proceeds	-	-	5,060,000	5,053,322	6,678
30.250.538.6110	Quinn/Downs/Dean Buyout Program	Grant - CDBG-DR	-	-	5,000,000	-	5,000,000
30.250.538.6802	Spring Creek Restoration Plan	General Fund	110,104	-	106,280	106,279	1
30.250.538.6806	Pine Lake Preserve	General Fund	237,500	-	370,000	-	370,000
		Grant - Local Mitigation	712,500	-	580,000	-	580,000
		TOTAL	950,000	-	950,000	-	950,000
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	General Fund	564,855	-	564,855	26	564,829
		Grant - Local Mitigation	1,762,500	-	1,762,500	-	1,762,500
		TOTAL	2,327,355	-	2,327,355	26	2,327,329
30.250.538.6808	Storm Water Utility	General Fund	-	55,000	54,824	20,464	34,360
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
		Grant - Local Mitigation	-	7,425,000	7,425,000	-	7,425,000
		TOTAL	-	9,900,000	9,900,000	24,970	9,875,030
30.250.538.6810	Quinn/Downs/Dean/ Imperial Pky Stormwater Improvements	General Fund	-	-	4,036	4,035	1
		Grant - CDBG-DR	-	-	11,021,919	-	11,021,919
		TOTAL	-	-	-	4,035	(4,035)
30.250.538.6811	Felts Ave. Bio-Reactor Phase II	General Fund	-	-	250,000	-	250,000
		Grant - FDEP	-	-	400,000	-	400,000
		TOTAL	-	-	650,000	-	650,000
TOTAL IMPROVE STORM WATER MANAGEMENT			3,387,459	12,626,936	37,746,350	5,215,771	32,530,579
TRANSPORTATION (2nd STRATEGIC PRIORITY)							
Bonita Beach Road Visioning and Quadrant:							
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	143,515	10,467	133,048
TOTAL Bonita Beach Road Visioning and Quadrant			8,156,907	3,800,000	10,979,602	1,191,489	9,788,113
Sidewalks and Multi-Use Pathways:							
30.250.541.6320	Multi-Use Pathways & Sidewalks	General Fund	481,794	50,000	47,250	47,249	1
		Gas Tax	478,127	-	-	-	-
		Grant - CDBG	-	300,000	-	-	-
		Road Impact Fee	493,479	-	-	-	-
		Park Impact Fee	608,749	-	7,577	7,577	-
		TOTAL	2,062,149	350,000	54,827	54,826	1
		General Fund	-	475,000	475,000	-	475,000
		Grant - FDEP	200,000	-	200,000	-	200,000

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT as of September 30, 2020 (preliminary)							
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 Preliminary Expenditures as of September 30, 2020	Budget Variance as of September 30, 2020
Account	Project Description						
30.250.541.6323	W. Terry St. Multi-Use Pathway	Grant - CDBG	543,341	-	1,029,373	1,013,126	16,247
		Road Impact Fee	623,097	1,359,541	1,542,886	-	1,542,886
		Park Impact Fee	1,575,193	400,000	1,975,193	1,141,109	834,084
		TOTAL	2,941,631	2,234,541	5,222,452	2,154,235	3,068,217
30.250.541.6324	Sun Trail	Road Impact Fee	-	5,000,000	4,467,668	-	4,467,668
		Park Impact Fee	50,000	-	50,000	-	50,000
		TOTAL	50,000	5,000,000	4,517,668	-	4,517,668
30.250.541.6331	Pine Ave. Multi-use Pathway	Grant - CDBG	23,395	-	23,395	9,850	13,545
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	General Fund	-	-	23,677	-	23,677
		Grant - CDBG	116,083	-	116,083	94,424	21,659
		Road Impact Fee	-	-	933,231	490	932,741
		Park Impact Fee	-	-	48,769	-	48,769
		TOTAL	116,083	-	1,121,760	94,914	1,026,846
30.250.541.6334	Maddox Lane Sidewalk	Road Impact Fee	17,995	-	17,995	10,439	7,556
		Park Impact Fee	-	-	316,656	-	316,656
		TOTAL	17,995	-	334,651	10,439	324,212
30.250.541.6335	W. Terry St Pathway Extension East of Pine Ave.	Grant - CDBG	23,871	-	23,871	17,806	6,065
30.250.541.6336	Imperial Shores Blvd Sidewalk	Road Impact Fee	30,823	-	30,823	26,065	4,758
30.250.541.6337	Dean St Sidewalks/Infra Mosaic	General Fund	-	-	180,979	39,136	141,843
		Road Impact Fee	-	-	532,332	532,332	-
		TOTAL	-	-	532,332	532,332	-
30.250.541.6344	W. Terry-Pine to Railroad	General Fund	-	-	17,634	-	17,634
		Gas Tax	-	-	478,127	-	478,127
		TOTAL	-	-	478,127	-	478,127
30.250.541.6345	Cockleshell Sidewalk Glen Haven	Park Impact Fee	-	-	134,153	-	134,153
TOTAL Sidewalks and Multi-Use Pathways			5,272,012	7,584,541	12,678,737	2,943,768	9,734,969
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Gas Tax	-	250,000	250,000	245,733	4,267
30.250.541.6308	Asphalt Overlays	Gas Tax	60,163	300,000	353,178	162,457	190,721
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
30.250.541.6908	Logan Boulevard	Gas Tax	500,000	-	506,985	506,985	-
TOTAL TRANSPORTATION			14,002,337	12,524,541	25,371,757	5,050,432	20,321,325
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)							
		General Fund	5,060	200,000	205,060	-	205,060
		Building Fees (A)	57,700	-	57,700	-	57,700
		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

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT as of September 30, 2020 (preliminary)							
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 Preliminary Expenditures as of September 30, 2020	Budget Variance as of September 30, 2020
Account	Project Description						
TOTAL ENVIRONMENTAL PROTECTION			\$ 481,348	\$ 310,000	\$ 791,348	\$ -	\$ 791,348
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN (5th STRATEGIC PRIORITY)							
30.000.519.6000	Exotic Removal of FPL ROW Path	General Fund	-	10,500	10,500	-	10,500
30.250.541.6310	FDOT Pond on Arroyal Rd	General Fund	94,243	-	94,243	7,075	87,168
30.250.541.6314	Street Light Uniformity	Gas Tax	26,826	10,000	36,826	34,505	2,321
30.250.541.6315	East Terry Vegetative Buffer/Wall	General Fund	67,642	-	67,642	-	67,642
30.250.541.6325	Logan Boulevard Landscape & Lighting	General Fund	656,393	-	656,393	358,411	297,982
		Gas Tax	316,750	200,000	516,750	516,750	-
		TOTAL	973,143	200,000	1,173,143	875,161	297,982
30.250.541.6906	Median Landscape Enhancement	General Fund	11,261	-	11,261	-	11,261
30.270.519.4910	Highway Monuments/Welcome Signs	General Fund	300,000	-	300,000	-	300,000
30.270.519.4911	Urban Design	General Fund	91,746	50,000	141,746	118,821	22,925
30.270.519.4912	Goodbread Grocery (AKA Dixie Moon)	General Fund	42,243	100,000	200,148	-	200,148
30.270.519.4920	Flagpole along I-75	General Fund	40,000	-	40,000	-	40,000
30.270.519.4932	Dean St. Kayak Launch	Park Impact Fee	-	-	101,594	89,372	12,222
30.270.541.6322	Imperial River US 41 Bridge Beautification Project	General Fund	114,000	-	114,000	-	114,000
30.270.575.6014	Everglades Wonder Gardens Café	General Fund	3,400	100,000	103,400	3,716	99,684
30.603.572.6008	Comm Park Sealcoating Parking Lot	General Fund	-	15,000	15,000	-	15,000
30.603.572.6015	Baseball Complex Master Plan	General Fund	18,672	500,000	518,672	309,256	209,416
30.604.572.6000	Pool Geothermal Heater/Chiller	General Fund	-	100,000	100,000	-	100,000
30.605.572.6009	Riverside Park Sealcoating Parking Lot	General Fund	-	15,000	15,000	-	15,000
30.605.572.6013	paver and flag pole holder replacement	General Fund	36,009	-	36,009	-	36,009
30.605.572.6017	Riverside Park Bandshell Security	General Fund	-	-	14,336	14,336	-
30.610.572.6016	Dog Park Shade Structures	Park Impact Fee	-	38,000	38,000	23,347	14,653
30.617.572.6001	Nature Place Shade Structure	Park Impact Fee	18,000	-	18,000	-	18,000
30.628.572.6001	Mayhood Park Exotics Removal	General Fund	-	60,000	60,000	24,750	35,250
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	-	44,665	44,664	1
31.603.572.6001	Community Park Improvements	General Fund	6,365	-	14,015	-	14,015
31.604.572.6000	Pool Landscaping	General Fund	74,870	-	41,474	-	41,474
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
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	196	7,133
31.615.572.6001	Resod Liles Hotel Plaza Lawn	General Fund	19,563	-	19,563	-	19,563

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT							
as of September 30, 2020 (preliminary)							
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 Preliminary Expenditures as of September 30, 2020	Budget Variance as of September 30, 2020
Account	Project Description						
31.621.572.6007	River Prk-US 41	General Fund	-	-	36,500	-	36,500
		Grant - TDC	172,378	-	172,378	121,763	50,615
		Park Impact Fee	13,430	-	13,430	(2,470)	15,900
		TOTAL	185,808	-	222,308	119,293	103,015
31.628.572.6000	Mayhood Playground	Park Impact Fee	14,905	-	14,905	-	14,905
TOTAL COMMUNITY AESTHETICS STRATEGIC PRIORITY			\$ 2,526,914	\$ 1,408,500	\$ 4,293,157	\$ 1,811,169	\$ 2,481,988
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
30.270.519.4909	Contingency	General Fund	13,991	-	1,811	-	1,811
		Park Impact Fee	36,610	-	36,610	-	36,610
		TOTAL	50,601	-	38,421	-	38,421
30.270.519.4924	City Facilities Major Repairs	General Fund	376,312	500,000	2,115,871	483,012	1,632,859
30.270.519.6400	Vehicle Major Repairs and Replacement Reserve	General Fund	-	200,000	69,532	-	69,532
Total Other			426,913	710,000	2,233,824	492,832	1,740,992
TOTAL			\$ 20,824,971	\$ 28,691,977	\$ 71,548,436	\$ 12,570,204	\$ 58,978,232
		FUNDING SOURCES					
		General Fund	5,248,069	7,957,436	13,551,942	1,743,482	11,808,460
		Gas Tax	2,295,109	1,350,000	3,645,109	1,466,430	2,178,679
		Grant	3,560,133	7,725,000	27,760,584	1,261,134	26,499,450
		Road Impact Fee	7,168,580	10,109,541	17,278,121	1,750,348	15,527,773
		Park Impact Fee	2,495,380	438,000	3,082,980	1,295,488	1,787,492
		Building Fees	57,700	1,112,000	1,169,700	-	1,169,700
		Loan Proceeds	-	-	5,060,000	5,053,322	6,678
		TOTAL	\$ 20,824,971	\$ 28,691,977	\$ 71,548,436	\$ 12,570,204	\$ 58,978,232
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 Ordinance No. 15-03.							

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:		20-12-358
AGENDA ITEM SUMMARY				
REQUESTED MOTION: Review of Preliminary September 2020 Monthly Financial Report				
MEETING DATE: 12/16/2020				
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: Attached is the September 30, 2020 monthly financial report for Council's review. This report is preliminary and subject to audit.				
Attachment: September 30, 2020 Monthly Financial Report				
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO				
IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency				
STAFF RECOMMENDATIONS: Review the attached Financial Report				
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: <u>Arleen Hunter</u> <u>Derek Rooney</u> <u>Debra Filipek</u> <u>Anne Wright</u>				
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER				



CITY OF BONITA SPRINGS MONTHLY FINANCIAL REPORT

SEPTEMBER 30, 2020

GENERAL FUND OVERVIEW

Financial Highlights of the General Fund for the Year ended Sept. 30, 2020 (Preliminary and Subject to Audit)

- Total FY 2020 Preliminary General Fund Revenues as of September 30, 2020 **are greater than** the FY 2019 Revenues as of September 30, 2019 by \$1,233,937, representing a 6.61% increase over FY 2019. This favorable variance is from increases over the prior year General Fund revenue in Ad Valorem Taxes of \$574,375, Code Enforcement Fines of \$83,731, 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 \$668,259, and Electricity Franchise Fees increase to the General Fund of \$654,942, offset by decreases in Administrative Services Fees of (\$244,555), Miscellaneous Revenue of (\$269,814), Half Cent Sales Tax of (\$122,656), Planning and Zoning Fees of (\$36,116), Park & Recreation Revenue of (\$41,828), Pool Revenue of (\$9,952) and Special Events of (\$4,300). Note: In FY 2019, Miscellaneous Revenue included a \$194,266 contribution from Village Walk for the Logan Blvd project. In FY 2019, the third quarter payment for the Solid Waste Franchise Fee was received in August, but in FY 2020, this payment was received in early September which is why there is a decrease from the prior fiscal year noted above.
- Total FY 2020 General Fund Revenues collected for the twelve months ended September 30, 2020 are 100.06% of the total Revenues budgeted for FY 2020.
- Total FY 2020 General Fund Expenditures as of September 30, 2020 are **less than** FY 2019 Expenditures as of September 30, 2019 by \$6,679,574. FY 2019 Expenditures included payment of Economic Damages of \$6,300,000. The FY 2020 Expenditures include payment of Plaintiff Fees of \$955,361.
- FY 2020 General Fund Transfers In as of September 30, 2020 are \$5,036,409 **less than** the FY 2019 Transfers In for the Twelve months ended September 30, 2019, as the prior year reflects FEMA reimbursements for Hurricane Irma expenditures.
- Total FY 2020 Expenditures for the twelve months ended September 30, 2020 are 83.13% of the Total Expenditures budgeted for FY 2020. This is the final month of the City's fiscal year, therefore these statements reflect expenditures for the full twelve months, which includes accrual of some payments made subsequent to September 30, 2020 for expenditures that were incurred during FY 2020.
- FY 2020 General Fund Transfers Out to Other Funds as of September 30, 2020 are \$133,073 **less than** the FY 2019 Transfers Out as of September 30, 2019.
- FY 2020 General Fund Revenues and Transfers In **are greater than** FY 2019 Expenditures and Transfers Out for the twelve months ended September 30, 2020 by \$7,980,366. FY 2019 Revenues and Transfers In were \$4,970,191 **greater than** FY 2019 Expenditures and Transfers Out for the twelve months ended September 30, 2019.

General Fund	FY 2020				FY 2019	FY 2020 Actual Over (Under) FY 2019 Actual
	Amended Budget	YTD Actual Sept. 30, 2020	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual Sept. 30, 2019	
Revenues:						
Taxes	\$ 10,038,034	\$ 10,039,635	\$ 1,601	100.02%	\$ 8,798,376	\$ 1,241,259
Franchise Fees	3,180,314	3,186,236	5,922	100.19%	2,528,272	657,964
State Shared Revenue	5,473,865	5,473,867	2	100.00%	5,576,969	(103,102)
Other Revenues	1,211,139	1,215,085	3,946	100.33%	1,777,269	(562,184)
Total Revenues	\$ 19,903,352	\$ 19,914,823	\$ 11,471	100.06%	\$ 18,680,886	\$ 1,233,937
Expenditures:						
General Government	\$ 6,570,383	\$ 4,976,222	\$ (1,594,161)	75.74%	\$ 5,551,758	\$ (575,536)
Public Safety	2,597,795	2,538,240	(59,555)	97.71%	2,353,356	184,884
Physical Environment	227,022	69,281	(157,741)	30.52%	199,426	(130,145)
Transportation	2,226,244	1,795,364	(430,880)	80.65%	2,271,778	(476,414)
Economic Environment	27,550	27,500	(50)	99.82%	27,550	(50)
Human Services	173,491	143,449	(30,042)	82.68%	150,626	(7,177)
Culture & Recreation	2,387,545	2,138,707	(248,838)	89.58%	2,194,652	(55,945)
Hurricane Irma	-	-	-	0.00%	274,552	(274,552)
Special Item: Economic Damages and Plaintiff Legal Fees	1,000,316	955,361	(44,955)	95.51%	6,300,000	(5,344,639)
Total Expenditures	\$ 15,210,346	\$ 12,644,124	\$ (2,566,222)	83.13%	\$ 19,323,698	\$ (6,679,574)
Excess (deficiency) of revenues over (under) expenditures	\$ 4,693,006	\$ 7,270,699	\$ 2,577,693		\$ (642,812)	\$ 7,913,511
Other Financing Sources (Uses):						
Transfers In	\$ 3,327,656	\$ 2,485,758	\$ (841,898)	74.70%	\$ 7,522,167	\$ (5,036,409)
Transfers Out	(13,591,942)	(1,776,091)	(11,815,851)	13.07%	(1,909,164)	(133,073)
Total Other Financing Sources (Uses) - net	\$ (10,264,286)	\$ 709,667	\$ (10,973,953)		\$ 5,613,003	\$ (4,903,336)
Total Surplus (Deficit)		\$ 7,980,366			\$ 4,970,191	\$ 3,010,175

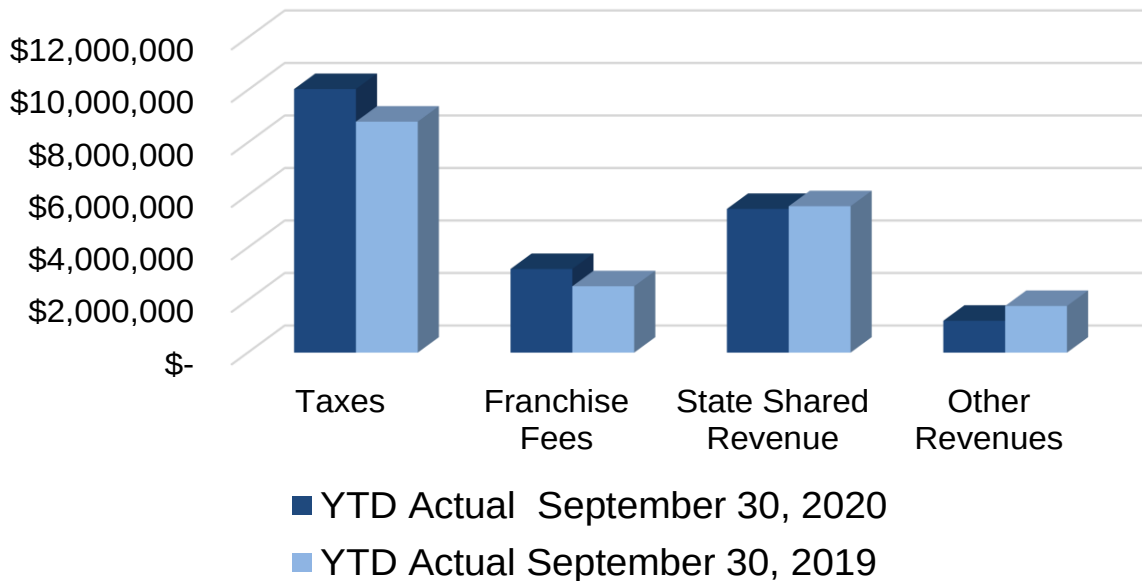
Below is the City's Cash Position as of Sept. 30, 2020, 2019 and 2018.

	Cash Balances as of		
	9/30/2020	9/30/2019	9/30/2018
Fund:			
General Fund	\$ 24,202,912	\$ 22,032,573	\$ 10,946,402
Gas Tax	3,776,432	4,320,940	4,255,892
Road Impact Fee	21,127,982	20,779,658	16,208,023
Park Impact Fee	3,124,879	3,487,967	2,940,459
Stormwater Management	875,378	-	-
Building Fees Fund	8,705,281	8,554,387	7,668,679
Capital Projects Fund	27,678		
2011 Debt Fund	450,734	2,881,043	1,895,973
2014 Debt Fund	-	70,739	68,203
Downtown Revenue Sharing	175,038	-	-
Total Cash by Fund	\$ 62,466,314	\$ 62,127,307	\$ 43,983,631

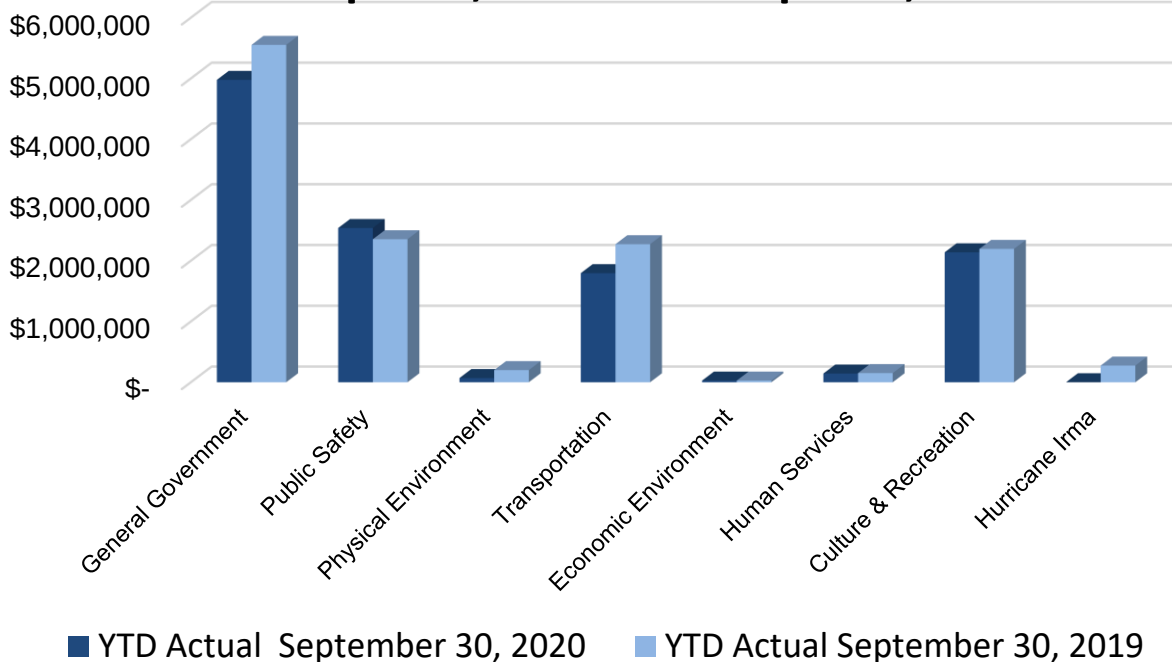
OBSERVATION:

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 Sept. 30, 2020 and Sept. 30, 2019



General Fund Expenditures before Special Item as of Sept. 30, 2020 and Sept. 30, 2019



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

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

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

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

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

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

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

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

City of Bonita Springs, Florida

Balance Sheet as of September 30, 2020

	General Fund	Special Revenue Funds							Debt Service Fund Downtown Redevelopment	Debt Service Fund 2011 Debt	Cap Projects Fund	Total Governmental Funds
		Impact Fee Funds			Grants	Building Fees	Downtown Area Revenue Sharing	Stormwater Management				
		Road	Park	Gas Tax								
ASSETS												
Cash and cash equivalents	\$ 24,202,912	\$ 21,127,982	\$ 3,124,879	\$ 3,776,432	\$ -	\$ 8,705,281	\$ 175,038	\$ 875,378	\$ -	\$ 450,734	\$ 27,678	\$ 62,466,313
Restricted Cash	-	-	-	-	-	-	-	-	-	-	-	-
Receivables (net)	434,473	-	26,686	-	-	-	-	-	-	-	-	461,159
Due from other funds	65,106	-	-	-	-	-	-	-	-	-	-	65,106
Due from other governments	873,548	-	-	145,718	313,246	-	-	12,424	-	-	-	1,344,937
Advances to other funds	-	-	-	-	-	-	-	-	-	-	-	-
Total assets	\$ 25,576,040	\$ 21,127,982	\$ 3,151,565	\$ 3,922,150	\$ 313,246	\$ 8,705,281	\$ 175,038	\$ 887,802	\$ -	\$ 450,734	\$ 27,678	\$ 64,337,516
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts and contracts payable	\$ 1,212,213	\$ -	\$ 503,827	\$ 112,894	\$ 248,140	\$ 4,062	\$ -	\$ -	\$ -	\$ -	\$ 21,000	\$ 2,102,136
Accrued liabilities	295,340	-	-	-	-	-	-	-	-	-	-	295,340
Due to other funds	-	-	-	-	65,106	-	-	-	-	-	-	65,106
Due to other governments	44,405	138,348	-	-	-	-	-	-	-	-	-	182,753
Unearned revenue	-	-	-	-	-	-	-	-	-	-	-	-
Total liabilities	1,551,958	138,348	503,827	112,894	313,246	4,062	-	-	-	-	21,000	2,645,335
Total fund balances, beginning of the year	16,043,716	20,593,244	3,485,497	4,383,930	-	8,529,820	-	-	70,739	3,000,659	-	56,107,605
Revenues and Other Financing Sources over (under)												
Expenditures and Other Financing Uses for the period ended September 30, 2020	7,980,367	396,389	(837,759)	(574,674)	-	171,399	175,038	887,802	(70,739)	(2,549,925)	6,678	5,584,576
Fund balances as of September 30, 2020	24,024,082	20,989,633	2,647,738	3,809,256	-	8,701,219	175,038	887,802	-	450,734	6,678	61,692,181
Total liabilities and fund balances	\$ 25,576,040	\$ 21,127,982	\$ 3,151,565	\$ 3,922,150	\$ 313,246	\$ 8,705,281	\$ 175,038	\$ 887,802	\$ -	\$ 450,734	\$ 27,678	\$ 64,337,516



City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2019-2020 Period Ending: 09/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	8,642,600.00	8,672,924.00	9,514.49	8,672,924.86	-0.86
315 - Communications Services Taxes	1,231,504.00	1,325,270.00	219,328.33	1,325,270.57	-0.57
316 - Local Business Taxes	35,700.00	34,840.00	16,265.57	34,839.42	0.58
319 - Other General Taxes	5,000.00	5,000.00	0.00	6,600.00	-1,600.00
323 - Franchise Fees	3,115,583.00	3,180,314.00	675,422.81	3,186,236.49	-5,922.49
329 - Other Permits, Fees & Special Assessment	79,125.00	60,376.00	6,160.00	60,376.00	0.00
335 - State Shared Revenue	5,564,040.00	5,473,865.00	843,551.42	5,473,866.97	-1.97
341 - General Government	525,680.00	447,258.00	28,900.00	447,259.29	-1.29
343 - Physical Environment	96,300.00	117,800.00	11,900.00	117,800.00	0.00
347 - Culture/Recreation	136,000.00	89,001.00	5,567.55	89,002.93	-1.93
349 - Other Charges for Services	61,500.00	77,869.00	8,466.88	78,837.56	-968.56
351 - Judgements, Fines-Traffic	27,500.00	24,315.00	2,962.89	24,315.10	-0.10
354 - Fines Local Ordinance	65,000.00	128,476.00	6,154.30	128,476.98	-0.98
361 - Interest & Other Earnings	205,000.00	196,054.00	5,950.37	196,054.49	-0.49
362 - Rents & Royalties	30,000.00	22,831.00	1,037.64	22,831.42	-0.42
366 - Contributions	0.00	4,244.00	0.00	4,640.00	-396.00
369 - Other Misc Revenues	32,805.00	42,915.00	0.00	45,491.33	-2,576.33
381 - Transfers In	2,186,936.00	3,327,656.00	53,570.10	2,485,758.36	841,897.64
Revenue Total:	22,040,273.00	23,231,008.00	1,894,752.35	22,400,581.77	830,426.23
Expense					
51 - General Government	6,688,421.00	5,668,487.00	569,054.53	4,918,371.32	750,115.68
52 - Public Safety	2,517,421.00	2,597,795.00	76,429.75	2,538,240.44	59,554.56
53 - Physical Environment	277,022.00	227,022.00	65,537.20	69,280.70	157,741.30
54 - Transportation	2,352,113.00	2,226,244.00	292,142.60	1,795,364.17	430,879.83
55 - Economic Environment	27,550.00	27,550.00	0.00	27,500.00	50.00
56 - Human Services	173,491.00	173,491.00	35,438.50	143,449.00	30,042.00
57 - Culture & Recreation	2,610,471.00	2,387,545.00	296,514.70	2,138,707.37	248,837.63
58 - Other Uses/Transfers Out	7,997,436.00	13,591,942.00	609,223.98	1,776,090.56	11,815,851.44
59 - Other Nonoperating	0.00	1,902,212.00	38,479.36	1,013,211.33	889,000.67
Expense Total:	22,643,925.00	28,802,288.00	1,982,820.62	14,420,214.89	14,382,073.11
Fund: 00 - General Fund Surplus (Deficit):	-603,652.00	-5,571,280.00	-88,068.27	7,980,366.88	-13,551,646.88
Total Surplus (Deficit):	-603,652.00	-5,571,280.00	-88,068.27	7,980,366.88	



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2019-2020 Period Ending: 09/30/2020

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	468,074.00	418,074.00	39,532.36	383,156.76	34,917.24
102 - Boards & Committees	150,000.00	64,777.00	11,510.00	33,112.74	31,664.26
201 - City Manager	451,941.00	452,692.00	49,212.60	417,729.96	34,962.04
211 - Planning & Zoning	1,881,691.00	1,910,358.00	181,112.82	1,763,581.00	146,777.00
220 - Law Enforcement/Security	1,815,729.00	1,827,476.00	7,001.60	1,824,640.61	2,835.39
230 - Neighborhood Services	677,262.00	737,035.00	66,750.60	680,317.71	56,717.29
240 - Information Technologies	187,576.00	188,142.00	7,833.22	148,054.61	40,087.39
250 - Public Works	2,563,645.00	2,428,594.00	357,679.80	1,861,192.47	567,401.53
260 - Emergency Preparedness	24,430.00	33,284.00	2,677.55	33,282.12	1.88
270 - Non-Departmental Expenditures	1,417,952.00	2,265,829.00	100,696.72	1,282,435.05	983,393.95
301 - City Attorney	770,305.00	722,547.00	63,281.01	546,229.54	176,317.46
401 - Administrative Services	461,808.00	470,608.00	43,018.67	383,432.37	87,175.63
402 - City Hall	162,855.00	173,432.00	21,927.32	170,888.74	2,543.26
410 - Human Resources	86,147.00	82,170.00	10,300.08	59,606.23	22,563.77
430 - Communications	647,273.00	681,896.00	95,305.77	577,194.98	104,701.02
501 - Finance	591,986.00	594,138.00	47,929.32	514,421.40	79,716.60
601 - Parks & Recreation Administration	658,843.00	601,604.00	61,641.78	554,274.75	47,329.25
602 - Recreation Center	389,854.00	391,966.00	40,128.23	367,610.44	24,355.56
603 - Community Park & Ball Fields	191,665.00	191,665.00	24,023.41	186,170.07	5,494.93
604 - Community Pool	353,218.00	354,029.00	40,583.18	347,467.69	6,561.31
605 - Riverside Park	208,733.00	130,233.00	10,341.23	103,396.62	26,836.38
609 - Formerly Community Hall/Sherriff Substation	14,905.00	10,829.00	493.43	10,827.44	1.56
610 - Dog Park	113,066.00	114,895.00	9,441.20	68,450.29	46,444.71
611 - Beach Parks	11,180.00	11,180.00	3,296.01	10,111.70	1,068.30
613 - BS Soccer Complex	92,118.00	93,715.00	9,214.78	77,790.86	15,924.14
614 - Kentucky Street Park	5,150.00	5,150.00	0.00	3,915.00	1,235.00
615 - Liles Hotel	54,171.00	54,171.00	6,249.38	49,585.94	4,585.06
617 - Bonita Nature Place	22,700.00	25,892.00	2,717.97	25,493.55	398.45
618 - Windsor Road Preserve	8,500.00	8,086.00	5,824.34	6,286.66	1,799.34
620 - Marni Fields	115,150.00	108,685.00	42,243.01	106,491.96	2,193.04
621 - BS River Park	15,011.00	21,771.00	8,837.26	20,390.93	1,380.07
622 - Cullum's Bonita Trail	9,800.00	10,216.00	1,462.38	10,215.34	0.66
623 - Carpenter Lane Canoe & Kayak	1,124.00	136.00	34.12	133.94	2.06
624 - Leitner Creek Neighborhood Park	4,277.00	4,277.00	845.49	3,588.49	688.51
626 - Oak Creek Preserve	13,350.00	11,550.00	450.00	6,675.00	4,875.00
883 - Veterans	5,000.00	5,244.00	0.00	1,971.37	3,272.63
890 - Film Festival	0.00	4,000.00	0.00	4,000.00	0.00
Fund: 00 - General Fund Total:	14,646,489.00	15,210,346.00	1,373,596.64	12,644,124.33	2,566,221.67
Total Surplus (Deficit):	-14,646,489.00	-15,210,346.00	-1,373,596.64	-12,644,124.33	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2019-2020 Period Ending: 09/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,657,560.00	1,657,560.00	245,415.99	1,538,577.96	118,982.04
335 - State Shared Revenue	290,546.00	290,546.00	46,784.16	280,939.96	9,606.04
361 - Interest & Other Earnings	40,000.00	40,000.00	1,013.00	37,731.00	2,269.00
Revenue Total:	1,988,106.00	1,988,106.00	293,213.15	1,857,248.92	130,857.08
Expense					
54 - Transportation	1,090,495.00	1,090,495.00	116,513.86	965,492.21	125,002.79
58 - Other Uses/Transfers Out	1,350,000.00	3,645,109.00	19,934.04	1,466,430.33	2,178,678.67
Expense Total:	2,440,495.00	4,735,604.00	136,447.90	2,431,922.54	2,303,681.46
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-452,389.00	-2,747,498.00	156,765.25	-574,673.62	-2,172,824.38
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	300,000.00	18,373,590.00	389,408.79	1,450,359.30	16,923,230.70
334 - State Grants	7,425,000.00	10,370,336.00	2,819.48	2,834.98	10,367,501.02
337 - Local Gvmt Grants	40,000.00	212,378.00	11,232.00	154,370.50	58,007.50
381 - Transfers In	40,000.00	40,000.00	11,232.00	32,608.00	7,392.00
Revenue Total:	7,805,000.00	28,996,304.00	414,692.27	1,640,172.78	27,356,131.22
Expense					
52 - Public Safety	80,000.00	80,000.00	8,864.00	65,216.00	14,784.00
58 - Other Uses/Transfers Out	7,725,000.00	28,916,304.00	383,033.27	1,574,956.78	27,341,347.22
Expense Total:	7,805,000.00	28,996,304.00	391,897.27	1,640,172.78	27,356,131.22
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	22,795.00	0.00	0.00
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,557,595.00	2,557,595.00	395,903.43	4,147,487.40	-1,589,892.40
361 - Interest & Other Earnings	130,000.00	130,000.00	5,527.60	171,185.14	-41,185.14
Revenue Total:	2,687,595.00	2,687,595.00	401,431.03	4,318,672.54	-1,631,077.54
Expense					
58 - Other Uses/Transfers Out	12,281,477.00	19,450,057.00	143,475.54	3,922,283.25	15,527,773.75
Expense Total:	12,281,477.00	19,450,057.00	143,475.54	3,922,283.25	15,527,773.75
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-9,593,882.00	-16,762,462.00	257,955.49	396,389.29	-17,158,851.29
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	298,410.00	298,410.00	46,338.00	424,188.00	-125,778.00
361 - Interest & Other Earnings	28,000.00	28,000.00	807.00	33,540.00	-5,540.00
Revenue Total:	326,410.00	326,410.00	47,145.00	457,728.00	-131,318.00
Expense					
58 - Other Uses/Transfers Out	438,000.00	3,082,980.00	384,082.19	1,295,487.37	1,787,492.63
Expense Total:	438,000.00	3,082,980.00	384,082.19	1,295,487.37	1,787,492.63
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	-111,590.00	-2,756,570.00	-336,937.19	-837,759.37	-1,918,810.63
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,716,555.00	1,716,555.00	12,424.30	1,620,547.87	96,007.13
361 - Interest & Other Earnings	0.00	0.00	347.00	5,666.00	-5,666.00
Revenue Total:	1,716,555.00	1,716,555.00	12,771.30	1,626,213.87	90,341.13
Expense					
53 - Physical Environment	1,716,555.00	1,716,555.00	0.00	738,411.79	978,143.21

Special Revenue Funds Budget Report

For Fiscal: 2019-2020 Period Ending: 09/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	1,716,555.00	1,716,555.00	0.00	738,411.79	978,143.21
Fund: 18 - Stormwater Management Surplus (Deficit):	0.00	0.00	12,771.30	887,802.08	-887,802.08
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,400,000.00	2,403,268.00	269,362.18	2,780,045.45	-376,777.45
329 - Other Permits, Fees & Special Assessment	0.00	0.00	0.00	44,028.50	-44,028.50
361 - Interest & Other Earnings	110,000.00	110,000.00	2,242.00	83,537.00	26,463.00
Revenue Total:	2,510,000.00	2,513,268.00	271,604.18	2,907,610.95	-394,342.95
Expense					
52 - Public Safety	2,733,911.00	2,737,179.00	227,506.51	2,736,211.94	967.06
54 - Transportation	0.00	9,383.00	0.00	0.00	9,383.00
58 - Other Uses/Transfers Out	1,127,000.00	1,184,700.00	0.00	0.00	1,184,700.00
Expense Total:	3,860,911.00	3,931,262.00	227,506.51	2,736,211.94	1,195,050.06
Fund: 19 - Building Fees Fund Surplus (Deficit):	-1,350,911.00	-1,417,994.00	44,097.67	171,399.01	-1,589,393.01
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	218,300.00	218,300.00	0.00	226,788.00	-8,488.00
337 - Local Gvmt Grants	919,600.00	919,600.00	0.00	955,380.00	-35,780.00
Revenue Total:	1,137,900.00	1,137,900.00	0.00	1,182,168.00	-44,268.00
Expense					
58 - Other Uses/Transfers Out	1,007,361.00	1,007,361.00	0.00	1,007,130.29	230.71
Expense Total:	1,007,361.00	1,007,361.00	0.00	1,007,130.29	230.71
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	130,539.00	130,539.00	0.00	175,037.71	-44,498.71
Total Surplus (Deficit):	-11,378,233.00	-23,553,985.00	157,447.52	218,195.10	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2019-2020 Period Ending: 09/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
361 - Interest & Other Earnings	5,000.00	5,000.00	74.00	5,294.00	-294.00
381 - Transfers In	2,171,936.00	2,171,936.00	0.00	2,171,936.00	0.00
Revenue Total:	2,176,936.00	2,176,936.00	74.00	2,177,230.00	-294.00
Expense					
51 - General Government	2,555,225.00	2,555,225.00	0.00	2,555,218.90	6.10
58 - Other Uses/Transfers Out	2,171,936.00	2,171,936.00	0.00	2,171,936.00	0.00
Expense Total:	4,727,161.00	4,727,161.00	0.00	4,727,154.90	6.10
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-2,550,225.00	-2,550,225.00	74.00	-2,549,924.90	-300.10
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,007,361.00	1,007,361.00	0.00	1,007,130.29	230.71
Revenue Total:	1,007,361.00	1,007,361.00	0.00	1,007,130.29	230.71
Expense					
51 - General Government	1,078,100.00	1,078,100.00	0.00	1,077,868.97	231.03
Expense Total:	1,078,100.00	1,078,100.00	0.00	1,077,868.97	231.03
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	-70,739.00	-70,739.00	0.00	-70,738.68	-0.32
Total Surplus (Deficit):	-2,620,964.00	-2,620,964.00	74.00	-2,620,663.58	



City of Bonita Springs, FL

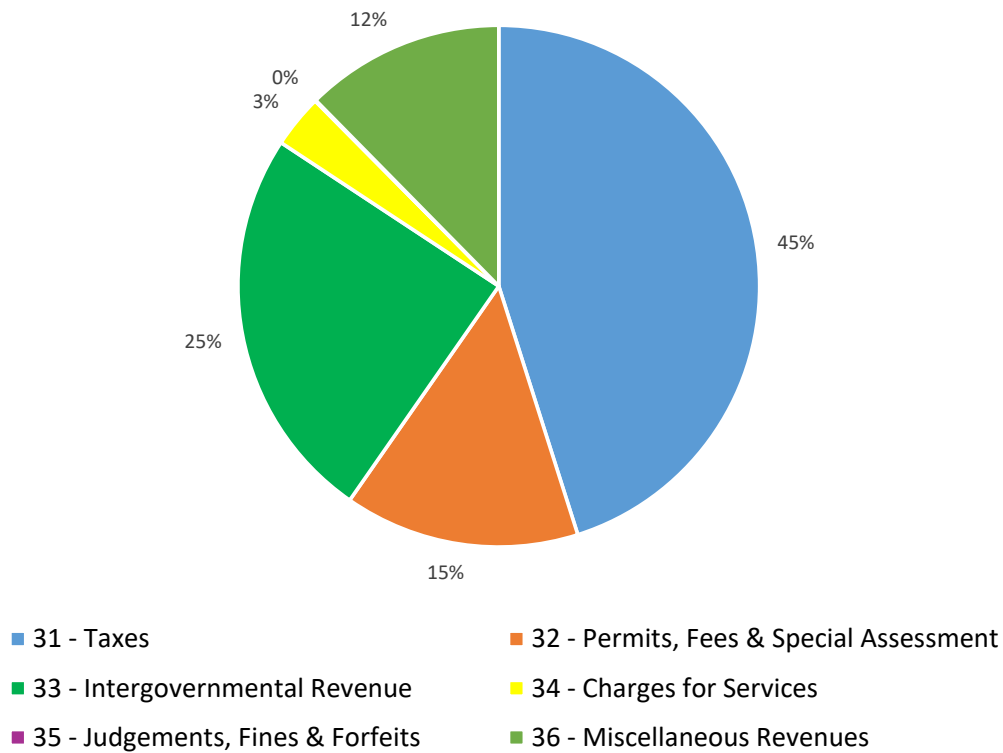
Capital Project Funds Budget Report

Group Summary

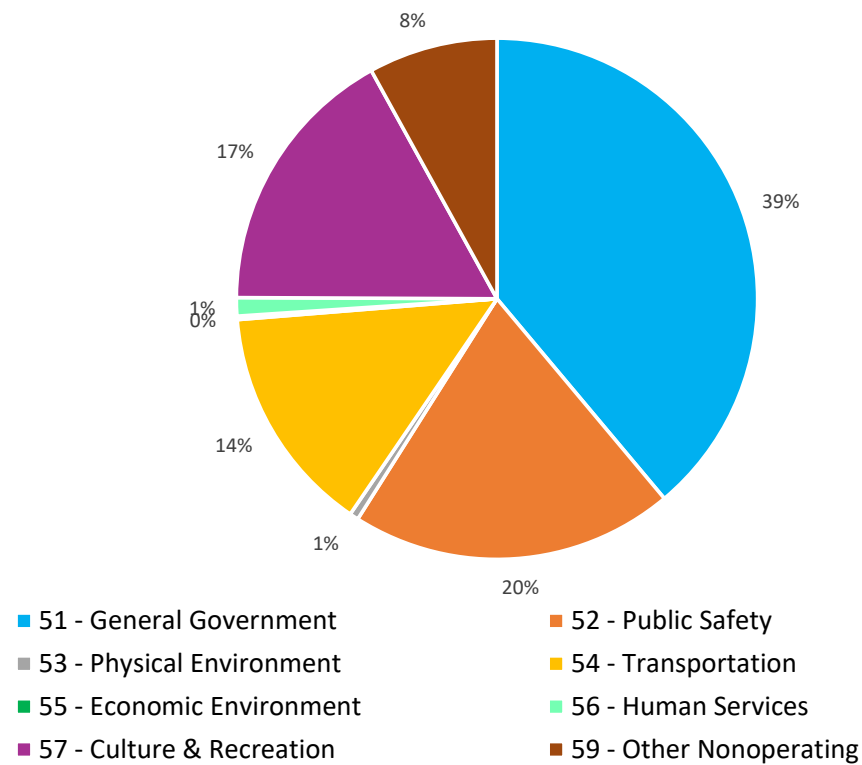
For Fiscal: 2019-2020 Period Ending: 09/30/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	28,481,977.00	65,404,799.00	1,389,201.92	7,206,052.36	58,198,746.64
384 - Debt Proceeds	0.00	5,060,000.00	0.00	5,060,000.00	0.00
Revenue Total:	28,481,977.00	70,464,799.00	1,389,201.92	12,266,052.36	58,198,746.64
Expense					
51 - General Government	1,982,500.00	4,139,812.00	316,719.66	701,024.64	3,438,787.36
53 - Physical Environment	12,936,936.00	38,537,698.00	53,931.75	5,215,771.84	33,321,926.16
54 - Transportation	12,734,541.00	26,868,872.00	756,711.52	5,967,173.37	20,901,698.63
57 - Culture & Recreation	828,000.00	918,417.00	312,338.99	375,404.66	543,012.34
Expense Total:	28,481,977.00	70,464,799.00	1,439,701.92	12,259,374.51	58,205,424.49
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	-50,500.00	6,677.85	-6,677.85
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	210,000.00	1,083,637.00	85,745.00	310,829.57	772,807.43
Revenue Total:	210,000.00	1,083,637.00	85,745.00	310,829.57	772,807.43
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	150,000.00	312,869.00	0.00	24,575.00	288,294.00
57 - Culture & Recreation	60,000.00	770,768.00	85,745.00	286,254.57	484,513.43
Expense Total:	210,000.00	1,083,637.00	85,745.00	310,829.57	772,807.43
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	-50,500.00	6,677.85	

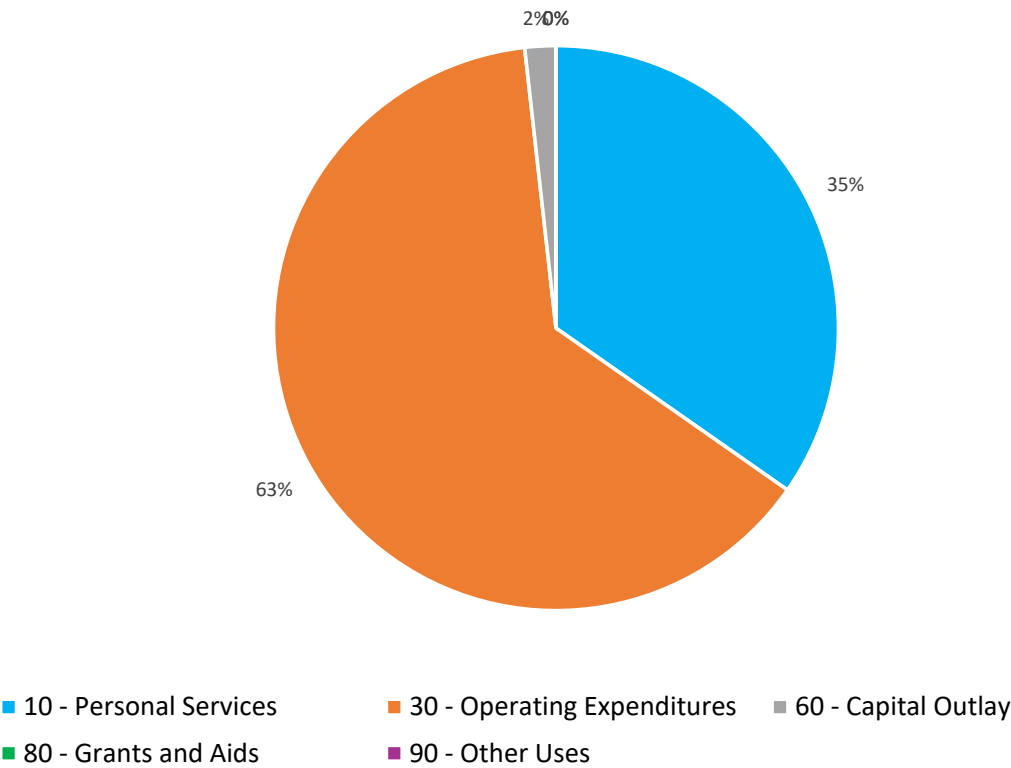
General Fund Revenue



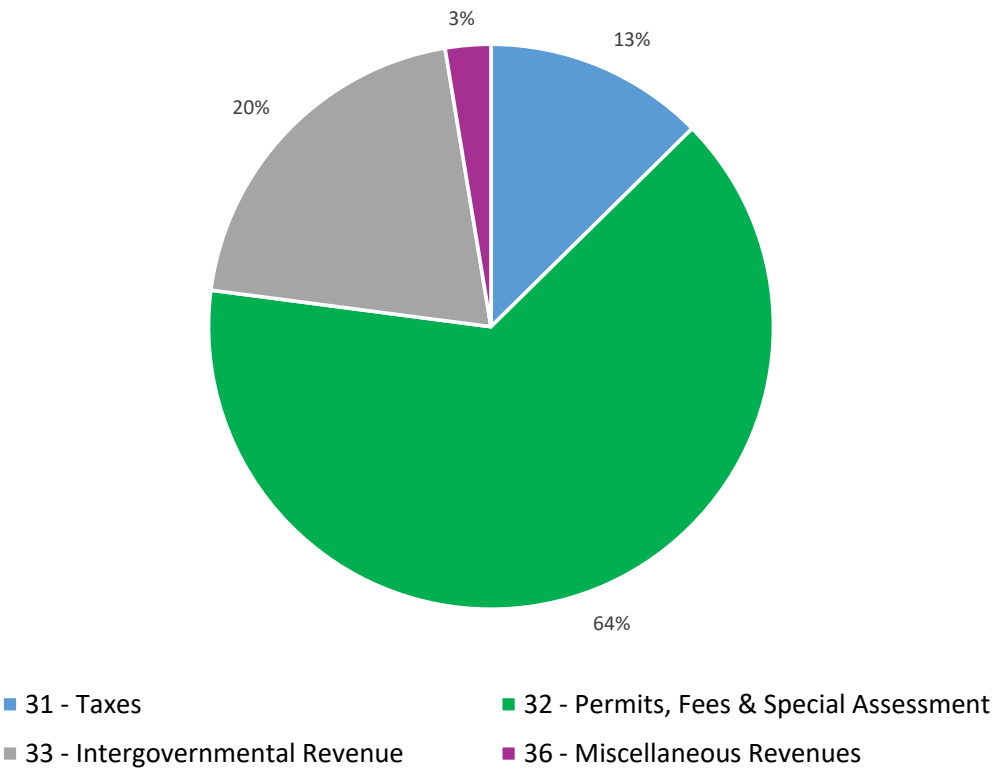
General Fund Expenditures by Function



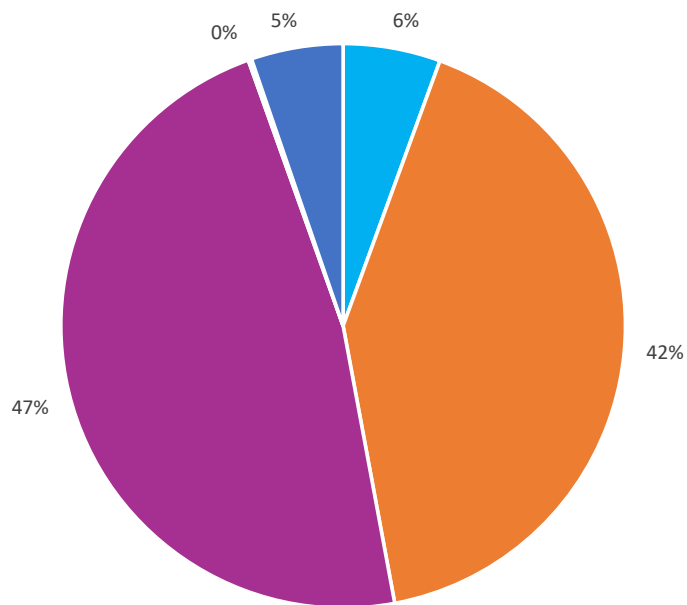
General Fund Expenditures



Special Revenue - Restricted



Capital Projects Expenditures



■ 51 - General Government
■ 54 - Transportation
■ 57 - Culture & Recreation

■ 53 - Physical Environment
■ 55 - Economic Environment

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-360
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Adopt a Resolution appointing/reappointing members to the City of Bonita Springs Historic Preservation Board, the Art in Public Places Board, the Bicycle Pedestrian Safety Advisory Committee, the Technology Advisory Board, the Street Light Advisory Committee, and the Special Events Committee.			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Debra Filipek City Clerk
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: <u>HISTORIC PRESERVATION BOARD</u> - On August 17th 2006 the City Council approved Ordinance 06-08 relative to the establishment of a separate Historic Preservation Board. Pursuant to the terms of that Ordinance, on November 15th 2006 the Council adopted Resolution 06-160 which appointed seven members of the Board to staggered terms. Ordinance 06-08 also establishes that subsequent to the initial term, all new appointments or reappointments will be for a term of three years. On March 4th 2009 the Ordinance was amended and restated via Ordinance 09-02, and again amended and restated on December 18, 2013 via Ordinance 13-20. Board Members Jay Welsch and Bonnie Whittemore have terms that are set to expire December 31, 2020. Both members would like to be reappointed. Reappointment would result in two vacancies on the Board. There are no application on file. <u>ART IN PUBLIC PLACES ADVISORY BOARD:</u> On December 7, 2005 the City Council approved Ordinance No. 05-18 establishing an Art in Public Places Program and Advisory Board. The Board is to consist of seven members appointed by the Mayor with advice and consent of the City Council with three-year terms. On September 17, 2018 City Council adopted Ordinance 18-16 providing for 11 members. The terms of Janet Flanders (District 5) and Joanie Licitra (Naples) are set to expire December 31, 2020. Ms. Flanders has expressed a desire to be reappointed. Ms. Licitra does not desire to be reappointed. Reappointment would result in one vacancy on the Board. Currently, there are no applications on file with the City Clerk. <u>BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE:</u> Pursuant to Resolution No. 13-033, the Bicycle Pedestrian Advisory Committee is to consist of seven members with 2-year terms. Members whose terms are set to expire on December 31, 2020 include Steven Ivaniszyn, Joseph McClamma, Elizabeth Stikeman and Lindsay Robin, all of whom have expressed a desire to be reappointed. Reappointment will result in one vacancy on the Board. Attached is an application from Mr. Tim Dempsey (District 3), who has expressed a desire to be appointed. <u>TECHNOLOGY ADVISORY BOARD:</u> On June 6, 2012, the City Council amended and restated Resolution 10-35 relating to the Information Technology Committee to establish the Technology Advisory Board (TAB) per Resolution No. 12-13. The Board is to consist of seven members appointed by City Council, with one-year terms. The terms of Vincent Marchesani (District 6), Tim Deaton (District 5), Patrick Anderson (District 6) Jim Kauffman (District 6), John Poldoian (District 1) and Susan Bickel (District 1) are set to expire December 31, 2020. All six members have expressed a desire to be reappointed. Tim Deaton, James Kaufman, Patrick Anderson, Susan Bickel, Vincent Marchesani and John Poldoian have all expressed a desire to be reappointed, leaving one vacancy. Attached is an application from Robert Sypniewski (District 5), who would like to be appointed. <u>STREET LIGHT ADVISORY COMMITTEE:</u> On September 18, 2020 City Council adopted Resolution No. 02-57 creating the Bonita Springs Street Light Advisory Committee. The Committee is to consist of seven members with four-year terms. The term of Charles Homolka (District 4) is set to expire December 31, 2020. Mr. Homolka has expressed a desire to be reappointed. Reappointment would result in one vacancy on the Board. There are no applications on file. <u>SPECIAL EVENTS COMMITTEE:</u> On September 5, 2001 City Council adopted Resolution No. 01-50 creating the City of Bonita Springs Special Events Committee. The Board was to consist of 14 members with 2-year terms. Members were not required to live within the boundaries of the City, but must express an interest in promoting the Bonita Springs area by working in the area and participating in Bonita Springs civic activities. On October 16, 2002 City Council adopted Resolution 02-62 to provide for subcommittees (Celebrate Bonita, Holiday in the Park, and Fourth of July). On November			

2nd, 2005 City Council adopted Resolution No. 05-124 to revise the terms of members from two years to 4 years. On February 21st, 2018 City Council adopted Resolution No. 18-10 revising the committee to consist of 8 members instead of 14. The terms of Bobbi Bird, Michel Wilk, Kathy McGrath and Terri Lamaine are set to expire December 31, 2020. All four members have expressed a desire to be reappointed.

_Attachments: Resolution to Appoint/Reappoint Members

Application from Robert Sypniewski Jr. (Technology Advisory Board; District 5)

Application from Timothy Dempsey (Bicycle Pedestrian Safety Committee; District 3)

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

STAFF RECOMMENDATIONS: Adopt Resolution

REVIEWED BY:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Debra Filipek

Department Director: _____

COUNCIL ACTION:

☐ **APPROVED**

☐ **DENIED**

☐ **DEFERRED**

☐ **OTHER**

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; REAPPOINTING MEMBERS TO THE HISTORIC PRESERVATION BOARD, THE ART IN PUBLIC PLACES ADVISORY BOARD; THE BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE, THE TECHNOLOGY ADVISORY BOARD; THE STREET LIGHT ADVISORY COMMITTEE; AND THE SPECIAL EVENTS COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 17, 2006 the City of Bonita Springs adopted Ordinance No. 06-8, creating the Historic Preservation Board. The Board is to consist of seven members with three-year terms; and

WHEREAS, the terms of Board Members Jay Welsch (Fort Myers) and Bonnie Whittemore (District 4) are set to expire December 31, 2020, and both members have expressed a desire to be reappointed.

WHEREAS, on December 7, 2005 the City Council approved Ordinance No. 05-18 establishing the Art in Public Places Program and Advisory Board. The Board is to consist of seven members with three-year terms; and

WHEREAS, the terms of Janet Flanders (District 5), Joanie Licitra (District Naples) and Melissa Layner are set to expire December 31, 2020. Ms. Flanders has expressed a desire to be reappointed. Ms. Licitra does not wish to be reappointed; and

WHEREAS, on May 6, 2013 Resolution No. 13-033 was adopted to amend Resolution No. 12-084 creating the Bicycle Pedestrian Safety Advisory Committee. Said Committee is to consist of seven members with 2-year terms; and

WHEREAS, the terms of Steven Ivaniszyn (District 3), Joseph McClamma, Elizabeth Stikeman (District 1), and Lindsay Robin (Estero), are set to expire December 31, 2020, all of whom have expressed a desire to be reappointed; and

WHEREAS, on June 6, 2012, City Council amended and restated Resolution 10-35 relating to the Information Technology Committee to establish the Technology Advisory Board (TAB) per Resolution No. 12-13. The Board is to consist of seven members appointed by City Council, with one-year terms; and

WHEREAS, the terms of Vincent Marchesani (District 6), Tim Deaton (District 5), Patrick Anderson (District 6), Jim Kauffman (District 6), John Poldoian (District 1) and Susan Bickel (District 1) are set to expire December 31, 2020. All five members have expressed a desire to be reappointed; and

WHEREAS, on September 28, 2002, City Council adopted Resolution No. 02-57 creating the Bonita Springs Street Light Advisory Committee. The Board is to consist of 3 to 7 members appointed by City Council with four-year terms.

WHEREAS, the term of Charles Homolka (District 4) is set to expire December 31, 2020, and Mr. Homolka has expressed a desire to be reappointed; and

WHEREAS, On September 5, 2001 City Council adopted Resolution No. 01-50 creating the City of Bonita Springs Special Events Committee. The Board was to consist of 14 members with 2-year terms. Members were not required to live within the boundaries of the City, but must express an interest in promoting the Bonita Springs area by working in the area and participating in Bonita Springs civic activities. On October 16, 2002 City Council adopted Resolution 02-62 to provide for subcommittees (Celebrate Bonita, Holiday in the Park, and Fourth of July). On November 2nd, 2005 City Council adopted Resolution No. 05-124 to revise the terms of members from two years to 4 years. On February 21st, 2018 City Council adopted Resolution No. 18-10 revising the committee to consist of 8 members instead of 14; and

WHEREAS, the terms of Bobbi Bird, Michel Wilk, Kathy McGrath and Terri Lamaine are set to expire December 31, 2020. All four members have expressed a desire to be reappointed.

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

Section 1: Historic Preservation Board: The following are hereby reappointed to the Historic Preservation Board: _____, _____.

Section 2: Art in Public Places Board: The following are hereby reappointed to the Art in Public Places Board: _____.

Section 3: Bicycle Pedestrian Safety Committee: The following are hereby reappointed to the Bicycle Pedestrian Safety Committee: _____, _____, _____.

Section 4: Technology Advisory Board: The following are hereby reappointed to the Technology Advisory Board: Vincent Marchesani, Tim Deaton, Patrick Anderson, Jim Kauffman, John Poldoian and Susan Bickel. Said term shall commence January 1, 2021 and expire December 31, 2021. _____, _____, _____, _____, _____.

Section 5: Street Light Advisory Committee: The following person his hereby reappointed to the Street Light Advisory Committee: _____.

Section 6. Special Events Committee: The following persons are hereby reappointed to the Special Events Committee. _____, _____, _____, _____.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16th day of December, 2020.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Carr
Forbes
Gibson
Corrie

Quaremba
Purdon
Steinmeyer

Date filed with City Clerk: _____

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

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

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

City Council District # _____

DATE: 11/18/20

PLEASE COMPLETE ALL SECTIONS		
NAME: <u>DEMPSEY</u>	<u>TIMOTHY</u>	<u>O</u>
Last	First	Middle Initial
RESIDENCE ADDRESS:		
<u>4385 PINELAKE RD</u>	<u>BONITA SPRINGS, FL</u>	<u>34134</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
<u>27595 LIME ST</u>	<u>BONITA SPRINGS, FL</u>	<u>34135</u>
Street	City	Zip Code
MAILING ADDRESS:		
<u>27595 LIME ST.</u>	<u>BONITA SPRINGS, FL</u>	<u>34135</u>
Street	City	Zip Code
PHONE NO. <u>N/A</u>	CELL PHONE # <u>239 242 6033</u>	
Home	Business	
E-MAIL ADDRESS: <u>TRAILRACE@AOL.COM</u>		
FAX:		

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

BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE
NAME OF ADVISORY COMMITTEES

OCCUPATION: SELF EMPLOYED ENDORPHIN PRACTICES LLC

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

DIRECTOR OF WHITE RIVER VALLEY TRAILS ASSOC.
RANDOLPH, VT. 1998-1999

Do you reside in Bonita Springs?

☒ Yes
☐ No

Address: 4385 PINE LIME RD. BS. 34134

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

My qualifications to be eligible are as follows:

I HAVE BEEN A BICYCLE + TRAIL ADVOCATE SINCE
1972 MEMBER OF Y.C.C. I HAVE BEEN A
ENDURANCE ATHLETE ALL MY LIFE. LICENSED RACE
USCF - NORBA - USTA - IRONMAN - SNOWSHOE
IRONMAN A 70 MILE TRAIL SYSTEM IN CENTRAL VT FOR 2 YEARS

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

NONE

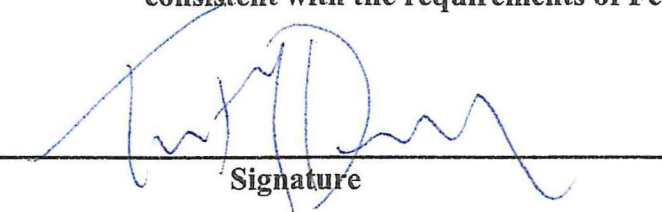
If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

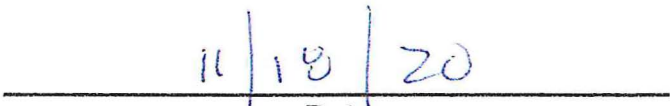
NONE

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

I understand that:

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


Signature


Date

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

11/20-20

Ms. Debbie Filipek,

City of Bonita Springs

Reference: Application to serve on Advisory Committee

Ms. Filipek,

Allow me to introduce myself; Timothy Dempsey I have been a resident of Bonita Springs since 2002. I have been cyclist all of my life. A lifelong bicycle commuter, a competitive rider from age of 16 starting with The Burlington, Vermont Bike Club in 1976. I have competed in off road and on road riding with many bicycle clubs throughout my lifetime and all over the country. Including riding with Joe Boness of Naples Velo for about 7 years. As you may be aware Joe is a huge advocate for Bicycle safety in SWFL and he has made a massive impact for bicycle infrastructure in our communities. Please consider me as a Volunteer with the Bicycle Pedestrian Safety Advisory committee.

At age 60, I continue to celebrate riding as I have a garage full of bicycles and continue to ride at least 4 times a week on road and off road. In many years of riding I have developed a **sixth sense** when I ride Especially in terms of safety. Something I'm fortunate to have.... that has evolved with 44 years of riding.

However, I'm an exception to the rule. I see significant improvement to safe riding here in Bonita. However I see risks throughout our community when I ride. I feel I can contribute to solutions for residents of Bonita Springs whether there on bicycles or simply walking and hiking in our city.

I'm especially concerned for our children. I have watched our kids for years leave the Middle school upon dismissal. I'm relieved that we have not lost a child yet! School dismissal can be like a gunshot starting a bicycle race. To many times, I have observed children hastily try to keep up with the lead group and ride through a red light at the intersection of Pine and West Terry street. These kids take huge risks daily at this intersection as they leave the school. Further. I think that I have seen maybe one child wear a helmet when they go to or leave school and that helmet was not properly secured to their head.

In Florida, we lead the nation as one of the most dangerous states to ride a bicycle and we have countless unnecessary deaths as a result of head injuries. I feel like a cat as my helmet has saved my life at least nine times. I would love to initiate a youth bicycle safety program in our city with enforceable parameters for riding your bicycle to school. I fear for the day that we lose one of our kids to a head injury. Further, I want to get involved with our youth on how to operate their bikes safely and responsibly.

Even more, most important are helmets and that they are worn properly by our children and adults. I would say less than 20% of kids who wear a helmet don't know how to adjust it and wear properly so it does what it is intended to do. I would love to create a relationship with Lee Memorial health and our city and implement a program that can educate and prevent our children from having a serious accidents and avoid head injuries.

I look forward to work with our community leaders in facilitating more safe riding for our youth and all citizens of Bonita Springs. I'm hopeful you will consider my application

Rubberside down!

Sincerely,

Tim Dempsey

239 292 6033

TRAIL RAKER @ AOL.COM

NOV 23 2020 4:230

**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 # 5

DATE: October 20, 2020

PLEASE COMPLETE ALL SECTIONS		
NAME:	Sypniewski Jr.	Robert
	Last	First
		Middle Initial
RESIDENCE ADDRESS:		
27617 Suffridge Drive	Bonita Springs	34135
Street	City	Zip Code
BUSINESS ADDRESS:		
Same As Residence Address		
Street	City	Zip Code
MAILING ADDRESS:		
Same As Residence Address		
Street	City	Zip Code
PHONE NO.	CELL PHONE #	(973)862-9549
	Home	Business
E-MAIL ADDRESS: rsypniewski@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:

Technology Advisory Board

NAME OF ADVISORY COMMITTEES

OCCUPATION: Manager, Digital Marketing

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

President of Southwest Florida Brewcrafters (501c3 organization)

Do you reside in Bonita Springs?

☒ **Yes**
☐ **No**

Address: 27617 Suffridge Drive

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

My qualifications to be eligible are as follows:

I have worked in the digital & online space for the past 10+ years and have experience in researching and implementing new technologies. I have worked for large publicly traded companies, small businesses and start-ups, which has given me a strong understanding of technology solutions for all sized organizations and budgets.

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.

Not Applicable

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:

Not Applicable

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.

Robert Sypniewski Jr.

Signature

October 20, 2020

Date

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

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-374
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve one year renewal of the contract for banking services with BankUnited			
MEETING DATE: 12/16/2020			
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:			
In November 2015, the City advertised a Request for Proposals for Banking Services to be provided by a Qualified Public Depository (QPD) located within the City of Bonita Springs. The City also sent the Request for Proposals to all banks having a physical location within the City of Bonita Springs. The City received eight proposals. The Selection Committee was unanimous in its number one ranking recommendation. BankUnited is a Qualified Public Depository and has a branch location at 27200 Riverview Center Blvd., Suite 106, Bonita Springs. In January 2016, City Council approved Resolution 16-1, selecting BankUnited to provide the City's banking services. The Finance staff has experienced consistently responsive and excellent customer service from our BankUnited customer service team, and recommends City Council's approval of the first one year extension of this contract. BankUnited is willing to extend the contract for one year, with modifications to Sections that are necessary due to the current interest rate environment, which is much different from 2016 when this banking contract was executed. The current contract terms for which modifications are being requested are as follows: Current contract: Item 18. <u>MONEY MARKET</u>. The bank shall maintain a minimum of .50% APY interest income on the City of Bonita Springs Public Funds Money Market Savings account for the first year of this Agreement. After the first year, the Bank shall review this item on a quarterly basis and adjust accordingly based on market condition, but in no event will the interest income drop below .40% APY for the term of this Agreement. Revised Item 18. <u>MONEY MARKET</u>. The City's Public Funds Money Market Savings account (the "Account") earns interest at a variable rate. The current interest rate for the Account is 0.399% with an annual percentage yield of 0.40%. The City's new rate will be 0.30% APR with an APY effective February 1st, 2021 and subject to monthly review. BankUnited will use "<u>managed rate</u>" pricing to determine the best rate available. The interest rate will not be pegged to a single index or indices, and may be increased or decreased based on prevailing economic market conditions. The interest rate and annual percentage yield may change at any time at the Bank's discretion and are only effective until the next rate review and change, which can occur monthly. The Bank will ensure that the City is getting the best rate available based on the then current prevailing market conditions. BankUnited will notify the City in writing or by email of any changes to the interest rate. Current contract: Item 19. <u>EARNINGS CREDIT</u>. For the term of this agreement, the Bank shall maintain an Earnings Credit Rate of a minimum of .50% which will be calculated from the available balances to be used towards the offset of services fees. Revised Item 19. <u>EARNINGS CREDIT</u>. Available balances on the Account will be eligible to generate Earnings Credit at a rate of .40%, which credits can be used to offset services fees. Attachments: One year renewal of the contract for banking services with BankUnited. BankUnited letter revising terms of the current banking services contract Resolution 16-02 approving BankUnited to provide the City's banking services Banking Services Agreement dated February 1, 2016			

IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO	
IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency	
STAFF RECOMMENDATIONS: Approve the attached one year renewal of the contract for banking services with BankUnited	
REVIEWED BY:	
City Manager:	<u> Arleen Hunter </u>
City Attorney:	<u> Derek Rooney </u>
City Clerk:	<u> Debra Filipek </u>
Department Director:	<u> Anne Wright </u>
COUNCIL ACTION:	
☐ APPROVED	
☐ DENIED	
☐ DEFERRED	
☐ OTHER	

**RENEWAL OF BANKING SERVICES AGREEMENT
BETWEEN CITY OF BONITA SPRINGS, FLORIDA,
AND BANKUNITED**

This Renewal of the Banking Services Agreement dated February 1, 2016, is made and entered into this ____ day of _____, 20____, by and between the City of Bonita Springs, an incorporated Florida municipality, hereinafter referred to as "City," and BankUnited, hereinafter referred to as "Bank."

RECITALS

WHEREAS, the City and Bank entered into an agreement for Banking Services for five years commencing 2/1/2016, with the option of two (2) one year renewals (seven years maximum).

WHEREAS, it is in the public interest to amend the Agreement dated February 1, 2016, attached hereto as Attachment "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 Bank hereby agree to extend the Agreement as follows:

1. The recitals as set forth above are incorporated into the terms of this agreement as if set out herein at length.
2. Section 3, Term, is hereby extended in an increment of one year. The new term will be February 1, 2021 through January 31, 2022.
3. All of the remaining terms in Attachment "A", the Agreement, attached hereto, remain the same, except as noted in the attached letter from Bank United, dated December 9, 2020.

The Bank certifies that neither the Bank nor its principles are presently debarred, suspended proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Bank certifies that the Bank is not listed on the Suspended Vendors List maintained pursuant to Rule60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to F.S. §287.133, or on the discriminatory Vendors List created and maintained pursuant to F.S. §287.134, and for Federal funds, is not on the government-wide exclusions in the System for Award Management (SAM).

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:

CITY CLERK

MAYOR

DATE

DATE

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

BANKUNITED:

AUTHORIZED SIGNATURE

DATE

PRINT NAME

TITLE

BankUnited, N.A.
Government Banking Division
One Metro Center
4010 Boy Scout Blvd. Ste 475
Tampa, FL 33607

December 9th, 2020

Ms. Anne K. Wright
Finance Director
City of Bonita Springs
9101 Bonita Beach Rd.
Bonita Springs, Florida 34135

Re: City of Bonita Springs Banking Services Extension

Dear Ms. Wright:

BankUnited, N.A. (the "Bank") is pleased to offer the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (the "City") a One-year extension of the Government Banking Services Agreement entered into between the parties on February 1, 2016 (the "Agreement") commencing upon the expiration of the existing Agreement on January 31, 2021 and terminating on January 31, 2022 (the "Extension"). This letter agreement shall confirm the understanding by and between the Bank and the City with respect to the matters set forth herein. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. The Parties agree that the Term of the Agreement is hereby extended through January 31, 2022 (the "Extended Term"). The effective date of this Amendment is February 1, 2021 (the "Effective Date").
2. As of the Effective Date and during the Extended Term, Section 18 shall be amended and restated as follows:

18. MONEY MARKET. The City's Public Funds Money Market Savings account (the "Account") earns interest at a variable rate. The current interest rate for the Account is 0.399% with an annual percentage yield of 0.40%. The City's new rate will be 0.30% APR with an 0.30% APY effective February 1st 2021 and subject to monthly review. BankUnited will use "**managed rate**" pricing to determine the best rate available. The interest rate will not be pegged to any single index or indices, and may be increased or decreased based on prevailing economic market conditions. The interest rate and annual percentage yield may

change at any time at the Bank's discretion and are only effective until the next rate review and change, which can occur monthly. The Bank will ensure that the City is getting the best rate available based on the then current prevailing market conditions. BankUnited will notify the City in writing or by email of any changes to the interest rate.

3. As of the Effective Date and during the Extended Term, Section 19 shall be amended and restated as follows:

19. EARNINGS CREDIT: Available balances on the Account will be eligible to generate Earnings Credit at a rate of .40%, which credits can be used to offset services fees.

4. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

5. This Amendment embodies the entire agreement between Bank and City with respect to the Amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

7. This Amendment shall be construed and governed by the laws of the State of Florida.

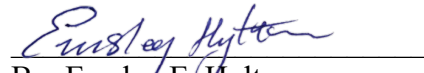
Please indicate your approval of the terms and provisions hereof by executing this letter agreement in the space provided below and returning a fully executed copy to the attention of the undersigned. This letter agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute the same instrument. Delivery of executed signature pages by facsimile or electronic transmission will constitute effective and binding execution and delivery of this letter and shall have the same effect as the delivery of an original executed counterpart.

We look forward to continuing to provide banking services to the City. Thank you for your business.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

BANKUNITED, N.A.



By: Emsley E. Hylton
Senior Vice President
Public Funds Treasury & Liquidity RM

**CITY OF BONITA SPRINGS,
FLORIDA**

By: _____
Mayor

APPROVED AS TO FORM

By: _____
CITY ATTORNEY'S OFFICE

ATTEST:

By: _____
CITY CLERK

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 16-02

RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; AUTHORIZING CITY TO STAFF TO BEGIN NEGOTIATIONS WITH BANKUNITED TO PROVIDE BANKING SERVICES; AUTHORIZING THE ESTABLISHMENT OF BANK ACCOUNTS WITH BANKUNITED AND AUTHORIZING THE MAYOR TO SIGN THE RELATED ACCOUNT AGREEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs' banking services contract with Bank of America expires on January 31, 2016; and

WHEREAS, the City of Bonita Springs received proposals from eight banks, all of which are Qualified Public Depositories in the State of Florida; and

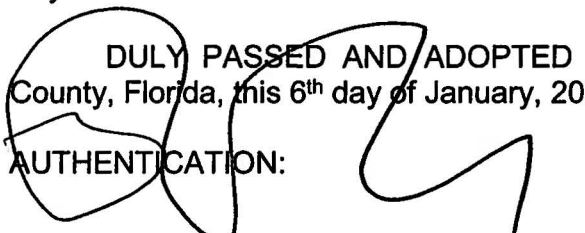
WHEREAS, the City staff Selection Committee has ranked the proposal received from BankUnited as the top ranked proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BONITA SPRINGS:

1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon its adoption.
2. The City of Bonita Springs authorizes the City staff to negotiate with BankUnited to provide banking services for a five (5) year term, with two one (1) year extensions by mutual agreement.
3. The City of Bonita Springs authorizes the establishment of bank accounts with BankUnited.
4. The City of Bonita Springs authorizes the Mayor to sign the related account agreements with BankUnited.
5. This Resolution shall become effective immediately upon adoption by the Bonita Springs City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of January, 2016.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Vote:

Nelson	Aye	Simmons	Aye
McIntosh	Aye	Gibson	Aye
Martin	Aye	Lonkart	Aye
Slachta	Aye		

Date filed with City Clerk: 1/7/16

**CITY OF BONITA SPRINGS, FLORIDA
GOVERNMENT BANKING SERVICES AGREEMENT**

This Agreement for Government Banking Services (hereinafter referred to as "Agreement") is made and entered into this 1st day of February, 2016 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 BankUnited, a national banking association (hereinafter referred to as the "Bank").

WITNESSETH

WHEREAS, the City issued RFP 15-022, a Request for Proposals (RFP) for Banking Services (the "Services"); and

WHEREAS, the Bank submitted a Proposal dated December 16, 2015 which was selected as the top ranked proposal; and

WHEREAS, the City Council of the City of Bonita Springs, through approval of Resolution No. 16-02, has authorized City staff to negotiate with BankUnited to provide banking services for a five year term, with two one year extensions by mutual agreement; and

WHEREAS, the parties hereto wish to enter into this Agreement for the purpose of specifying the term and constituent documents of the agreement between the City and the Bank regarding the services.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **INTEGRATED AGREEMENT.** The entire and integrated agreement between the City and the Bank relating to the Services shall consist of:
 - a. This Agreement
 - b. The City's RFP 15-022 and addendums No. 1 through 7
 - c. The Bank's Proposal dated December 16, 2015, responses provided to Selection Committee as clarification, and as modified in accordance with the attached proposal modification
 - d. The attached Online Banking Disclosure Statement and Agreement, user documentation and set-up forms

In the event of conflict among any of the preceding documents, such documents shall govern in the order of precedence as they are listed above.

2. **COMMENCEMENT OF PERFORMANCE.** Except as otherwise agreed by the parties, the Bank shall begin performing each service upon execution and delivery of this Agreement, the pertinent service-level agreement and the related set-up forms. It is understood that the City and the Bank will coordinate the process of providing the needed authorizations and information to ensure that accounts are opened and the necessary supplies and training have been addressed prior to the start of services. The Bank shall continue to perform such services during the term of this Agreement.
3. **TERM.** This Agreement is for an initial term of five years, with two one year extensions ending January 31, 2023, by mutual agreement.

BSC-16-02-11

4. **TERMINATION.** This Agreement may be terminated by the City at its convenience, or due to the fault of the Bank, by the City giving ninety (90) calendar days written notice to the Bank. The Bank recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist the City and/or a selected successor to the Bank with an orderly transition disposition of all accounts. The Bank shall be paid in accordance with this agreement for all services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

In the event that Bank abandons this Agreement or causes it to be terminated by the City, the Bank shall indemnify the City against any loss pertaining to this termination. All finished or unfinished documents, data and reports prepared by the Bank shall become the property of the City and shall be delivered within five (5) calendar days by the Bank to the City.

5. **EQUAL OPPORTUNITY EMPLOYMENT.** The Bank agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
6. **PUBLIC ENTITY CRIMES ACT.** In accordance with Section 287.133, Florida Statutes, the Bank through execution of this Agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.
7. **ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by the Bank, under any circumstances, without the prior written consent of City.
8. **INDEMNIFICATION OF CITY.** The Bank shall at all times hereafter, indemnify, hold harmless, and defend City, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of the Bank, its agents, or employees in the performance of services under this Agreement.

The Bank further agrees, at all times hereafter, to indemnify, hold harmless and defend the City, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of the Bank resulting from the performance of services under this Agreement for which the City, its agents, or employees are alleged to be liable.

The Bank acknowledges and agrees that the City would not enter into this Agreement without this indemnification of the City by the Bank, and that City's entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

9. **INSURANCE.** The Bank shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Indemnification, Automobile Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the City.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. The Bank shall specifically protect the City by naming the City of Bonita Springs as an additional insured under the Commercial General Liability Insurance Policy hereinafter described. The Professional Liability Insurance Policy or certificate shall reference this Agreement, and copies of said policy shall be provided to the City's Finance Director.

- i. Professional Liability Insurance: The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00).
- ii. Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.
- iii. Commercial General Liability Insurance with minimum limits of one million dollars (\$500,000.00) per occurrence.

The City of Bonita Springs is to be named as additional insured with respect to liability arising out of operations performed for the City by or on behalf of the Bank or acts or omissions of the Bank in connection with such operation.

- iv. The Bank shall provide to the City prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by RFP 15-022.

10. PERFORMANCE OF WORK BY BANK/SUBCONTRACTORS.

- i. It is expressly agreed that the Bank is and shall be in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to the Bank's sole direction, supervision and control. The Bank shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all the Bank's relationships and the relationship of its employees to the City, shall be that of an independent contractor and not as employees or agents of the City.
- ii. In the event the Bank, during the term of this Agreement, requires the services of any subcontractors or other professional associates, in connection with services covered under this Agreement, the Bank must secure the prior written approval of the City's Finance Director. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverage as enumerated in Paragraph 9 herein.

11. **LAWS AND REGULATIONS.** It is further understood by the parties that the Bank will, in carrying out its duties and responsibilities under this Agreement, abide by all federal, state and local laws including, but not limited to, the Fair Debt Collection Practices Act.

12. **CONTRACT COORDINATOR.** The City's Contract Coordinator during the performance of services pursuant to this Agreement shall be the City's Director of Finance.

13. **NO CONTINGENT FEE.** The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bank, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
14. **ATTORNEY'S FEES.** In any action brought by either party for the enforcement of the obligations of the other party, each party shall be responsible for their attorney's fees and costs.
15. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Lee County, and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.
16. **AUTHORITY TO ENGAGE IN BUSINESS.** The Bank hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.
17. **ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, currently in effect; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document. This Agreement shall not be superseded by any electronic agreements or acknowledgments that the banking institution posts to initiate a new account and/or change.
18. **MONEY MARKET.** The Bank shall maintain a minimum of .50% APY interest income on the City of Bonita Springs Public Funds Money Market Savings account for the first year of this Agreement. After the first year, the Bank shall review this item on a quarterly basis and adjust accordingly based on market condition, but in no event will the interest income drop below .40% APY for the term of this Agreement .
19. **EARNINGS CREDIT:** For the term of this agreement, the Bank shall maintain an Earnings Credit Rate of a minimum of .50% which will be calculated from the available balances, to be used towards the offset of services fees.
20. **TERMS AND CONDITIONS.** The Bank acknowledges that the Terms and Conditions do not automatically change, but rather must be authorized by the City through a modification to this Agreement.

21. MODIFICATIONS. Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed amendment to this Agreement. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any approved amendments, the latest executed amendment shall take precedence.

22. NOTICES. Except as may otherwise be specified in the applicable service-level agreement or set-up form, notices to the City and the Bank shall be sent to the addresses as set forth below:

City: Anne K. Wright, Finance Director
City of Bonita Springs
9101 Bonita beach Road
Bonita Springs, Florida 34135

With a copy provided to Audrey Vance, City Attorney, at the above address.

Bank: Emsley E. Hylton II, Government Banking Relationship Manager and
Senior Vice President of Government Banking

BankUnited
2159 Coral Way
Miami, Florida 33145

23. ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the 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.

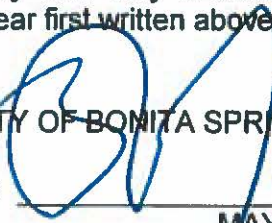
ATTEST:

BY:


CITY CLERK

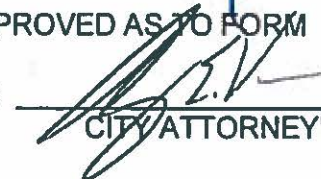
CITY OF BONITA SPRINGS CITY COUNCIL

BY:


MAYOR

APPROVED AS TO FORM

BY:


CITY ATTORNEY'S OFFICE

ATTEST:

BANKUNITED

BY:


(Authorized Signature)


(Title)


(Witness)


(Witness)

CORPORATE SEAL

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-366
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve the addendum extending the time period of the agreement with Benson's Grocery for the placement of a mural at the property owned by Shree Umiya Investment, LLC at 27301 Old 41 Road until March 30, 2023.			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Nicole Perino Parks and Recreation Director And 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:			
Attached is an addendum to the property owner agreement for the placement of a mural at the Benson's Grocery property located at 27301 Old 41 Road. City Council previously entered into an agreement with the property owner permitting the design and installation of a mural on the building. The original agreement was in place for three (3) years and expired on March 30, 2017. On March 1, 2017, City Council approved a three (3) year extension of this agreement for the mural to remain on the building until March 30, 2020. The property owner would like the mural to remain on the building for an additional three (3) year extension until March 30, 2023. Attachment: Addendum			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #5 Community Aesthetics			
STAFF RECOMMENDATIONS: Approve the addendum to extend the time period of the agreement with Benson's Grocery for the placement of a mural at 27301 Old 41 Road until March 30, 2023.			
REVIEWED BY:			
City Manager:	<u>Arleen Hunter</u>		
City Attorney:	<u>Derek Rooney</u>		
City Clerk:	<u>Debra Filipek</u>		
Department Director:	<u>Nicole Perino</u>		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

SECOND ADDENDUM TO ART IN THE SUN ALONG OLD 41
PROPERTY OWNER AGREEMENT MURAL PLACEMENT

THIS SECOND ADDENDUM is made and entered into by and between the City of Bonita Springs, a Florida municipality whose address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (the "City") and Shree Umiya Investment LLC, a Florida limited liability company whose address is 14106 U.S. Highway 119, Hudson, Florida 34667 (the "Property Owner").

WITNESSETH:

WHEREAS, on or about December 12, 2013, the City entered into an agreement with Albert C. Debono, who was the property owner of the premises known as "Benson's Grocery" and located at 27301 Old 41 Road, Bonita Springs, Florida 34135 (the "Property"), to provide for the placement of an original art installation at and upon the Property in accordance with the City's "Art in The Sun Along Old 41" program (the "Agreement"); and

WHEREAS, subsequent to the date of the Agreement, the Property was conveyed by Debono, to the Property Owner, Shree Umiya Investment, LLC, who currently owns and operates the Property; and

WHEREAS, on or about February 7, 2014, the Property Owner signed Ratification, Acceptance, and Assumption Agreement (the "Ratification") by which the Property Owner accepted the terms and conditions of the Agreement and agreed to assume all of the obligations thereunder as if it were an original party to the Agreement; and

WHEREAS, on March 1, 2017, the City and the Property Owner executed an Addendum to Art in the Sun Along Old 41 Property Owner Agreement (the "First Addendum") to extend the time period originally specified in the Agreement; and

WHEREAS, the Agreement, the Ratification, and the First Addendum, are attached hereto and collectively referred to as the "Entire Agreement"; and

WHEREAS, the City and the Property Owner wish to extend the specified time period under the Entire Agreement.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The paragraph titled "Public Viewing, Closure & De-Installation of Art" is hereby amended to extend the minimum time period for the placement of the mural to March 30, 2023.
2. All other terms and conditions of the Entire Agreement, attached hereto and incorporated herein by reference, remain the same;

IN WITNESS WHEREOF, the parties hereto have executed this addendum as of the date first written above.

PROPERTY OWNER

Witness

By: _____

Date: _____

Witness

Attest:

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
Mayor Rick Steinmeyer

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney's Office

**ADDENDUM TO ART IN THE SUN ALONG OLD 41 PROPERTY OWNER
AGREEMENT MURAL PLACEMENT AND RATIFICATION, ACCEPTANCE
AND ASSUMPTION AGREEMENT**

THIS ADDENDUM amends as provided herein the ART IN THE SUN ALONG OLD 41 PROPERTY OWNER AGREEMENT MURAL PLACEMENT (the "Agreement") and the associated RATIFICATION, ACCEPTANCE AND ASSUMPTION AGREEMENT (the "Ratification") dated December 12, 2013 and February 7, 2014, respectively; and is entered this 1st day of March, 2017 by and between the City of Bonita Springs, a Florida municipal corporation, with an address of 9101 Bonita Beach Road, Bonita Springs, Florida 34135, (the "City") and Shree Umiya Investment, LLC, a Florida Limited Liability Company, with an address of 14106 U.S. Highway 19, Hudson, Florida 34667, (the "Property Owner").

1. The Agreement and Ratification are modified by this addendum to extend the minimum time period originally specified in the Agreement as concluding on March 30, 2017 so as to instead conclude on March 30, 2020 (for the original conclusion date see the section titled "Public Viewing, Closure & De-Installation of Art" on page 2 of the Agreement);
2. All other terms and conditions of the Agreement and Ratification remain the same;
3. The Agreement, marked "Exhibit A", and Ratification, marked "Exhibit B" are annexed and made part of this Addendum.

IN WITNESS of the above, the parties execute this addendum.

PROPERTY OWNER

By: Vishal Patel

Date: 3/13/17

Witness

Witness

Attest:

By: [Signature]

City Clerk

CITY OF BONITA SPRINGS

By: [Signature]

Mayor Peter Simmons

APPROVED AS TO LEGAL FORM:

By: [Signature]

City Attorney's Office

BSC-17-03-46

EXHIBIT "A"

DEC 12 2013 PM 3:36

ART IN THE SUN ALONG OLD 41 PROPERTY OWNER AGREEMENT MURAL PLACEMENT

Description of Art in the Sun along Old 41 Program

The Art in the Sun along Old 41 is the City of Bonita Springs program that places original art installations (murals) located on Old 41. The program engages an artist to design and install a mural to showcase their creativity in transforming nondescript walls or exteriors of buildings into exhibition spaces and to garner public recognition for their work. To support the project and the neighborhood, occupied properties and business owners are also allowing art to be placed on their property in conformance with this agreement.

Property/Storefront Location: Benson's Grocery (north side)

Street Address: 27301 Old 41 Road
City, State Zip: Bonita Springs, FL 34135

Property Owner:

Name: Albert C. Debono
Mailing Address: 27301 Old 41 Road (above)
Email:
Phone: (239) 390-3975

Property Owner or Manager Contact if different then above:

Name: same as above
Title:
Company:
Mailing Address
Email:
Phone:

City Project Manager

Arleen M. Hunter Director, Development Services
City of Bonita Springs
9101 Bonita Beach Road, Bonita Springs, Florida, 34135
(239) 949-6262
arleen.hunter@cityofbonitasprings.org

Site Cleaning:

The area where the mural will be placed will be cleaned at no cost to the Property Owner, if required. If your property requires preliminary cleaning, you are agreeing that you will provide access as arranged through the City's Project Manager. The artist will be presented with a clean, safe and accessible work area by a date agreed upon by the Property Owner, City, and artist.

Mural Installation

The mural installation will occur no later than March 21, 2014. During the installation, the artist will need access to the site to install the mural and prepare the premises for presentation. The specific schedule of the installation will be provided to the Property Owner once the artist and artwork have been selected. The Property Owner or their authorized agent agrees to provide the artist and their designated installation crew access to mural locations.

The Property Owner or their authorized agent agrees to provide, during agreed upon hours: electricity and electrical outlets, running water when required, access to bathrooms when required, and regularly scheduled access for the artist and their designated installation crew. If possible, the Property Owner or their authorized agent will provide a "safe" space to store materials needed for the installation.

Once the artist and artwork has been selected, the City's Project Manager will finalize details on providing the necessary access for the artist.

The City's Project Manager will provide the Property Owner with the name and contact information for the artist, once they have been selected, as well as the names and contact information of any installation or cleaning crew that will need access to the property.

The Property Owner or their authorized agent agrees to allow the installation of the proposed sample mural to be provided to the Property Owner after approval by the City's Art in Public Places Board, understanding the actual mural may differ or build upon the description provided.

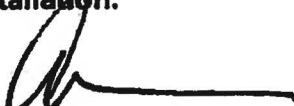
Public Viewing Opening

A public viewing event (i.e. ribbon cutting) will be scheduled on a mutually agreeable date between the Property Owner and the City. All public viewing will occur from the sidewalk. Access for the public remains the same as if there was no mural at the location. The Property Owner agrees to provide unobstructed public viewing from the street (including the opportunity to open security gates for easier viewing, if applicable) for a specified public viewing event (i.e. ribbon cutting).

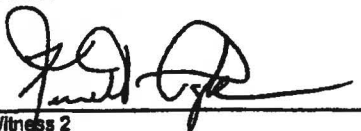
Public Viewing, Closure & De-installation of Art

The mural should remain installed for viewing by the public from the sidewalk at least through March 30, 2017. This Agreement will be binding on any successors-in-interest or assigns. Should the Property Owner desire to remove the mural after the minimum time period specified, they may do so by obtaining permits to bring the area in conformance with the design standards for the Old 41 area.

The Parties agree to the above listed requirements and conditions for participation in the Art in the Sun along Old 41 original mural installation.



Witness 1



Witness 2

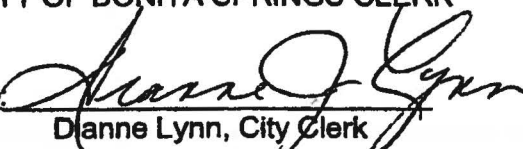
BY: 

Albert C. Debono
Benson's Grocery, Inc.

Date: _____

ATTEST:

CITY OF BONITA SPRINGS CLERK

By: 

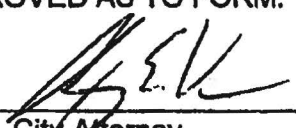
Dianne Lynn, City Clerk

CITY OF BONITA SPRINGS

By: 

Mayor Ben Nelson

APPROVED AS TO FORM:

By: 

City Attorney

EXHIBIT "B"

RATIFICATION, ACCEPTANCE AND ASSUMPTION AGREEMENT

This agreement, made and entered into by and between the City of Bonita Springs, a Florida municipal corporation, whose address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135, hereinafter referred to as the "City", and Shree Umiya Investment, LLC, a Florida Limited Liability Company, whose address is 14106 U. S. Highway 19, Hudson, Florida 34667, hereinafter referred to as the "Property Owner,"

WITNESSETH:

Whereas, on or about December 12, 2013, the City entered into a certain agreement with Albert C. Debono, the property owner of certain premises known as "Benson's Grocery", located at 27301 Old 41 Road, Bonita Springs, Florida 34135, hereinafter referred to as the "Premises"; and

Whereas, such agreement, a copy of which, marked "Exhibit A", is annexed hereto and made a part hereof, hereinafter referred to as the "Agreement", provided for the placement of an original art installation (murals) at and upon the Premises in accordance with the City's "Art in The Sun Along Old 41" program; and

Whereas, subsequent to the date of the Agreement, the Premises were conveyed by Albert C. Debono, hereinafter referred to as the "Prior Property Owner", by Warranty Deed dated January 6, 2014, and recorded with the Lee County Clerk of Courts office on January 24, 2014, to the Property Owner, Shree Umiya Investment, LLC, which currently owns and operates the Premises; and

Whereas, the Property Owner has signified its ability and willingness to ratify and accept the terms and conditions of such Agreement and to assume all of the provisions and obligations heretofore agreed upon by the parties as if it were an original party and signatory to such Agreement; and

Whereas, the parties hereto wish to set down their agreement in writing:

Now, therefore, in consideration of the mutual covenants and considerations contained herein, the parties hereto do agree as follows:

1. Property Owner agrees, on its part, to ratify, accept and assume all of the terms, conditions, provisions, obligations and undertakings of the Agreement as set forth on the part of Albert C. Debono, in the place and stead of such Prior Property Owner, and, in order to give full force and effect to such Agreement, as if it were an original party and signatory to same.
2. The City agrees, on its part, and, in order to give full force and effect to such Agreement, to permit and allow the Property Owner to ratify, accept and assume all of the terms, conditions, provisions, obligations and undertakings of the Agreement on the part of the Prior Property Owner, in the place and stead of such Prior Property Owner, as if the Property Owner were an original party and signatory to same.
3. This agreement will be binding upon the parties, and upon any of their successors-in-interest and/or assigns.

4. All of the remaining terms, conditions, provisions, obligations and undertakings of and under the Agreement, as set forth in "Exhibit A", shall remain the same, except that the Property Owner and Property Manager, respectively, shall hereafter be designated and located at the addresses set forth below:

Property Owner:

Name and Mailing Address:

Shree Umiya Investment, LLC
c/o Vijay Patel
14106 U. S. Highway 19
Hudson, Florida 34667

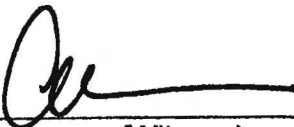
Property Manager Contact:

Surya One, LLC
c/o Anjana Patel
9949 Via San Marco Loop
Fort Myers, Florida 33905

Any notices required to be sent under this agreement shall be in writing, and shall be delivered either personally to such addresses, or mailed by United States Postal Service first-class letter to such addresses.

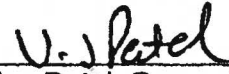
5. **Applicable Laws and Policies.** In the performance of this agreement, the Property Owner shall abide by and conform to any and all laws of the United States, state of Florida and ordinances, regulations and policies of the city of Bonita Springs.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 7 day of February, 2014.

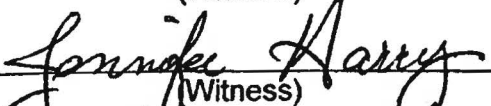


(Witness)

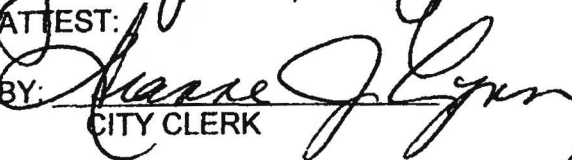
SHREE UMIYA INVESTMENT, LLC

By: 

Vijay Patel, General Manager

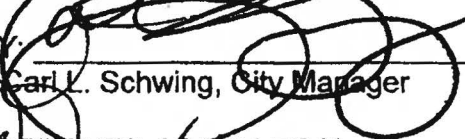


(Witness)

ATTEST:
BY: 

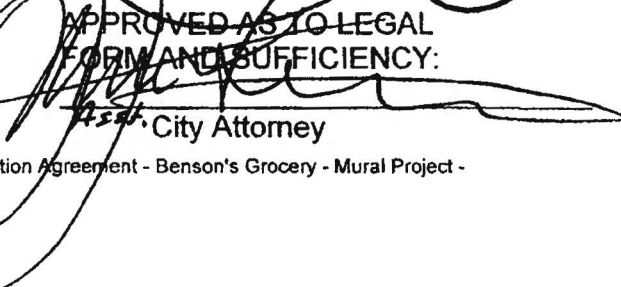
CITY CLERK

CITY OF BONITA SPRINGS, FLORIDA

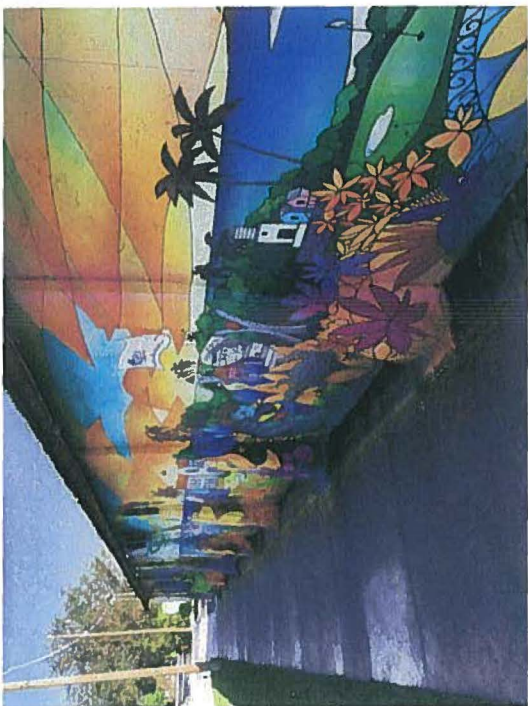
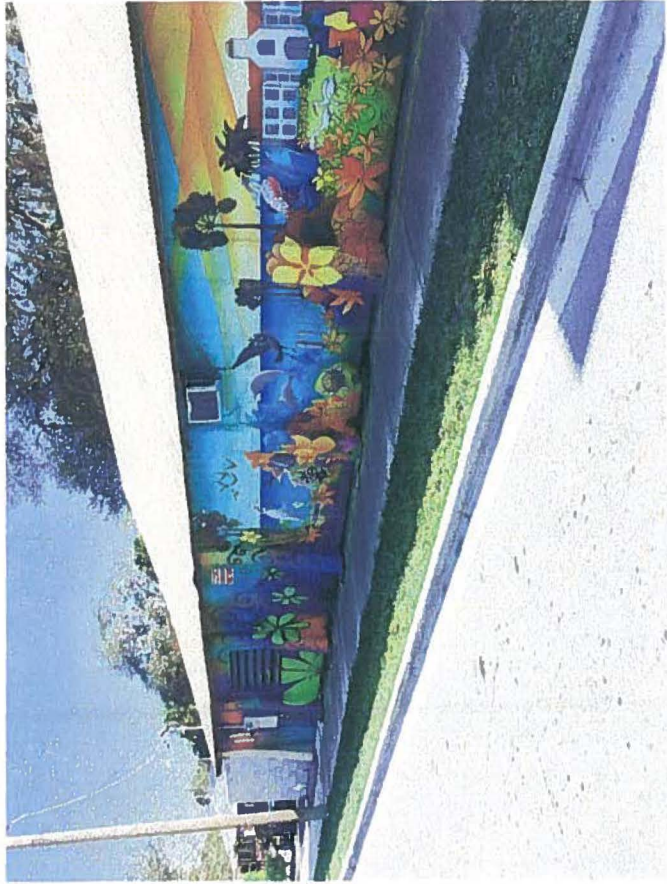
By: 

Carl L. Schwing, City Manager

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:



City Attorney



BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-364
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve the Parks and Recreation Agreement between the City of Bonita Springs and the Bonita Springs Little League.			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Nicole Perino Parks and Recreation Director And 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:			
Based on the negotiations with the Bonita Springs Little League in February of 2019, City Council will annually review the Parks and Recreation Agreement, which provides the responsibilities of the Bonita Springs Little League to use the city's baseball complex facilities for the Little League season. The league would like to renew this agreement for another one-year term. Per the updated 2019 Parks and Recreation fee resolution, there will be no charge per participant. The Agreement provides: - The extent of city maintenance responsibility as well as league responsibility - Term of one year - Concession Building usage requirements - Insurance requirements Bonita Springs Little League has provided the City with proof of their insurance Attachment: Youth League Agreement – Bonita Springs Little League			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency increase Outreach/Accessibility to Citizens.			
STAFF RECOMMENDATIONS: Approve the agreement with the Bonita Springs Little League for another one-year term.			
REVIEWED BY:			
City Manager:	<u>Arleen Hunter</u>		
City Attorney:	<u>Derek Rooney</u>		
City Clerk:	<u>Debra Filipek</u>		
Department Director:	<u>Nicole Perino</u>		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

YOUTH LEAGUE AGREEMENT BONITA SPRINGS LITTLE LEAGUE

THIS AGREEMENT is made and entered into this 16th day of December, 2020, by Bonita Springs Little League (hereinafter, the "League") and the City of Bonita Springs, a municipal corporation of the State of Florida (hereinafter, the "City").

WITNESSETH:

WHEREAS, the League and the City recognize the need for public recreational facilities that contribute to a better quality of life for all facility patrons; and

WHEREAS, the League and the City are mutually interested in promoting sports as family events and are aware of the beneficial effect on the youth, their families, and the communities; and

WHEREAS, full cooperation between the parties hereto is necessary in order to provide the best possible sports program at the most efficient cost to participants and users of City facilities; and

WHEREAS, it is in the best interest of both parties, as well as the community, to outline each party's obligations herein to ensure said cooperation.

NOW, THEREFORE, in consideration of these promises, the City does hereby agree to maintain certain improvements to City facilities, and the League agrees to participate in the maintenance of the entire facility used, pursuant to the schedule attached as Exhibit A, specifying dates, times and type of uses (e.g., practice, regular little league season, all-star, tournaments).

A. CITY MAINTENANCE RESPONSIBILITIES

1. The City will mow and maintain the athletic fields and common areas in accordance with the standards set forth in the Little League Rulebook that is in effect for the duration of this Agreement and will laser grade the fields annually.
2. The City will coordinate the irrigation and lighting of the fields, so as to make the fields available for use during the times specified in the schedule set forth in the attached Exhibit A.
3. The City will coordinate the fertilization, herbicide treatment, pesticide treatment and fungicide treatment in the fields as well as in the building.
4. The City will maintain the public restrooms within the concession building.

5. The City will maintain the exterior of the building and certain infrastructure, including plumbing, electrical, air conditioning, windows, doors, the roof, the security system, and the lightning alarm system.
6. The City, together with a representative of the League, will conduct an annual pre-season inspection of all premises subject to this agreement in order to address any concerns prior to the first League use as indicated in the schedule attached hereto as Exhibit A. In addition, the City will coordinate with the League volunteer staff to provide training for recommended field maintenance procedures and safety precautions relevant thereto. Training of any League volunteers recruited thereafter will be the responsibility of the League.
7. The City will remove trash from receptacles and place into dumpsters when the fields are used by any group other than the League.
8. The City will provide paint and chalk, and the City will apply the paint for the infield and outfield grass lines of the fields.
9. The City will provide trash bags, litter grabbers, and receptacles for the exterior areas of the premises.
10. The City recognizes the length of the individual season as follows:

Little League: January 30, 2021 through October 1, 2021

All other tournaments and all-star games may be added as desired provided that the League receives the written consent of the City's Parks and Recreation Director prior to scheduling.

B. LEAGUE RESPONSIBILITIES

1. The League is responsible for the pick-up and removal of all trash and litter from the field areas that it uses. This responsibility does *not* include the playground, the pavilion areas, or the parking area.
2. While the City will provide the chalk, the League is responsible for the application of the chalk lining on all fields.
3. The League is responsible for maintaining those interior portions of the concession building not specifically enumerated in paragraph A.5 above.
4. The League will stock and supply the concession stand and will keep all funds from the sale of items in the concession area. The League agrees to design and maintain internal controls over its cash collection to ensure the safeguarding of funds, so that any profit resulting from the concession stand is used for the operation of the League.

5. The League is responsible for its own property located within the Concession Stand building. The City is not responsible for any lost, stolen or damaged items that are the property of the League.
6. The League will be responsible for providing the City with completed City of Bonita Springs Liability Disclaimers for each participant before season play begins. Each Disclaimer *must* be signed by the participant's legal guardian.
7. The League will be responsible for the cleaning of the restrooms and common areas used by the League during the League's use of the fields.
8. The League will perform a background screening on all athletic coaches and volunteers in accordance with Florida Statutes and will disqualify any volunteer or coach in accordance with state law. The League is responsible to have all coaches and volunteers provide proof of Florida Department of Law Enforcement (FDLE) background checks upon request of the Parks and Recreation Director.
9. The League is responsible for ensuring that players, coaches, parents, club board members, and spectators follow Little League Code of Ethics.
- 10. THE LEAGUE WILL BE PENALIZED FOR FAILURE TO MEET ANY OF ITS REQUIREMENTS ABOVE, ESPECIALLY (1) LEAVING TRASH ON THE PROPERTY, (2) PARKING IN UNAUTHORIZED LOCATIONS OR (3) ALLOWING UNAUTHORIZED VENDORS OR FOOD TRUCKS. PENALTIES ASSESSED BY THE CITY MAY INCLUDE A SUSPENSION FROM USE OF THE CITY PROPERTY, A FINE PER OCCURRENCE NOT TO EXCEED \$100.00, OR FOR REPEAT VIOLATIONS AFTER WARNING, TERMINATION OF THIS AGREEMENT AND CESSATION OF USE OF THE FACILITIES BY THE LEAGUE.**
11. The League will be responsible to follow and assist in the enforcement of the City of Bonita Springs Park & Recreation Ordinance during League practices and play while on City property.

C. GENERAL COOPERATION

1. City's contact person shall be the City Parks and Recreation Director. The League's contact person shall be the President, or designee of the League, as specified below:

Name: Anthony Perfetto

Email Address: anthonyperfettobsll@gmail.com

Phone number: (239) 287-7714

2. City will advise the League of any outside requests for field usage during permitted dates and times. The League shall have priority for use of the facility during primary league season, but the League agrees to cooperate with other groups wishing to use the facility. The League will allow other youth sports entities to use the fields for practice so long as such use does not conflict with the League's scheduled use. If there is an alternative league with at least twenty-five (25%) percent of players living within the corporate boundaries of the City of Bonita Springs, the League will accommodate practice times in such a manner so as not to interrupt that alternative league, or to have practice times that would affect school and parent schedules.
3. The League will provide the City with its intended schedule for use of the fields prior to the beginning of the season.
4. The League shall provide the City with the name and telephone number of any new Officer within two (2) weeks of his/her new term. The Parks and Recreation Director and any new President shall acknowledge in writing the existence of this Agreement, and it shall be furnished to the City Clerk for filing.

D. CAPITAL IMPROVEMENTS PROJECTS

1. Desired projects may be requested annually, and such requests should be submitted prior to the beginning of the season. Requested projects will only be considered for approval upon successful performance of this Agreement.
2. It is the policy of the City not to construct Capital Improvements that will negatively impact the limited resources of Parks and Recreation.
3. Facility additions, structures or construction of any kind will not be permitted on City property without a written request and approval by the Parks and Recreation Director.

E. TERM AND EFFECTIVE DATE

1. The term of this Agreement will begin on the date of execution and will remain in place through December 15, 2021. The City may terminate this Agreement with (thirty) 30 days' notice.

F. INSURANCE

1. Insurance shall be provided per the attached insurance requirements for Sports Leagues. See Exhibit "B". The City must be named as an additional insured.

2. League shall indemnify and hold the City harmless from any and all claims, liability, losses, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the league in its operations under this agreement and shall pay all claims and losses of any nature whatsoever in connection with, shall defend all suits, in the name of the City, when applicable, including appellate proceedings and shall pay all costs, judgments, and attorney's fees, which may issue thereon; provided, however, that nothing herein shall be construed to require the league to indemnify City against liability resulting from the willful, negligent, or unlawful acts or omissions of the City, not be liable for loss or damage incurred or occasioned by the league in the performance of operations under this agreement. This provision shall survive the termination of this agreement.

G. COVID-19 ACKNOWLEDGEMENT

1. Both the City and the League acknowledge and understand the circumstances of the COVID-19 pandemic and will take all reasonable precautions, consistent with the applicable guidance issued by the Center for Disease Control (CDC) and the Florida Department of Health (FDOH) in order to limit the spread of COVID-19 and promote the health and safety of the players, coaches, parents, and City staff.
2. The League has presented to the City a Safety Plan, attached hereto as Exhibit C, outlining the safety measures that will be implemented in response to COVID-19. The League is responsible for ensuring that players, coaches, and parents adhere to the Safety Plan at all times while using the City facilities.
3. The City and the League acknowledge and understand the circumstances of the pandemic create a fluid situation and that the guidance provided by the CDC, FDOH, and Florida Little League may change during the term of this Agreement. Both parties shall monitor the situation closely and adjust the League's Safety Plan as may become necessary.
4. In the event that any Order is issued by the City, by Lee County, by the Florida Governor, or by the President of the United States that affects this Agreement, such Order shall supersede. The City shall have the sole discretion as to whether the Agreement may endure any such Order, including, but not limited to, the suspension or cancellation of youth sports.

This space left intentionally blank.

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

CITY OF BONITA SPRINGS

BONITA SPRINGS LITTLE LEAGUE

Mayor



Anthony Perfetto, President

ATTEST:

Date: 11-20-20

City Clerk

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office

EXHIBIT "A"
BONITA SPRINGS LITTLE LEAGUE
SCHEDULE OF USE

EXHIBIT "B"
INSURANCE REQUIREMENTS FOR SPORTS EVENTS
HELD AT CITY OF BONITA SPRINGS FACILITIES

Your certificate of insurance must meet the following requirements:

Requirement #1	The City of Bonita Springs shall be added as an additional insured on the comprehensive general liability policy.
Requirement #2	Certificate holder shall be listed as follows: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135
Requirement #3	Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

A. COMMERCIAL GENERAL LIABILITY

Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability and broad form property damage exposure with minimum limits of \$1,000,000. per occurrence for bodily injury and property damage.

B. ACCIDENT MEDICAL

Coverage shall apply to all participants in the Sports event and provide minimum aggregate limits of \$100,000. with minimum medical limits of \$5,000. (per person) and minimum dental limits of \$2,500 (per person).

Said coverage is acceptable on an excess basis.

The organization will provide the City with evidence of the above referenced insurance by submission of a Certificate of Insurance to be on file with the City Clerk prior to onset of this agreement

You should provide your insurance agent with a copy of this sheet. If you or your insurance agent/producer has any questions about these requirements contact the City Clerk.

Please send or fax your certificates to:

Debra Filipek, City Clerk
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135
Phone: (239) 949-6262
Fax: (239) 949-6251

EXHIBIT "C"
BONITA SPRINGS LITTLE LEAGUE
SAFETY PLAN

Bonita Springs Little League

26720 Pine Avenue

Bonita Springs, FL 34135

2020 BSLL Safety Plan

General Guidance/Concession

- Anyone involved with the league, (player, parent, coach, volunteer) will be asked to stay home if they feel sick or have a fever or are in a high risk category.
- The League will provide hand sanitizer in every dugout, as well as in the concession stand.
- Concession will be limited to prepackaged food and bottled drinks.
- Concession volunteers will wash their hands frequently and will wipe down all hard surfaces with sanitizing wipes throughout the evening.
- The League will establish six foot markers near the concession stand to encourage social distancing while waiting in line.

On Field and Dugout Practices

- Equipment checks performed before the game will be done with limited physical contact. Items that need to be touched will be wiped down as needed.
- No sharing of equipment such as bats, helmets, or gloves will be permitted.
- If catchers gear must be shared, it will be sanitized between each use.
- Players and coaches will be spaced six feet apart in the dugouts with a limited amount of players inside the dugouts. The remaining players will be in the bleachers only in marked areas which will be taped off at six foot intervals.
- Coaches will encourage healthy habits such as using hand sanitizer and proper sneeze etiquette.
- No shared drink coolers; players will bring their own drinks or purchase them at concession
- No postgame handshakes or high fives. Tip your cap to your opponent as a sign of sportsmanship.

Spectators

- Spectators will need to bring their own chairs and stand away from the bleachers. The bleachers will be used to maintain social distancing for the players.
- Spectators will not be allowed behind home plate where the scorekeepers sit or near any dugout exit. Viewing areas will be past the dugouts or outfield fences.
- Spectators are asked to follow all CDC guidelines regarding groups, spacing, and mask wearing.



BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-359										
AGENDA ITEM SUMMARY													
REQUESTED MOTION: Approve Resolution to Carryover FY 2020 unspent capital budget amounts into FY 2021.													
MEETING DATE: 12/16/2020													
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:										
☐	PRESENTATIONS	☐	Anne Wright, CPA, CGFO Finance Director										
☒	CONSENT	☐											
☐	PUBLIC HEARING	☐											
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒											
☐	MAYOR AND COUNCIL MEMBER'S REPORTS												
☐	CITY ATTORNEY ITEMS												
☐	CITY MANAGER ITEMS												
BACKGROUND: As outlined in section 47 of the City Charter, capital expenditure appropriations do not lapse at the end of the fiscal year; therefore a budget amendment is presented to roll forward funding not expended in the prior year and include these rolled-over budget balances in the current fiscal year budget. This occurs when the timing of the actual expenditure of funds does not occur in the year when the expenditure was approved in the budget. The budget amounts to be carried forward from FY 2020, as listed on the attachment to the Budget Resolution, are adjustments for the timing of capital project fund expenditures and capital outlay expenditures and do not constitute an increase in the total project to date budget for these planned project/capital expenditures. The below summary shows the amounts of capital budget carry-over by fund type for all funds upon approval of the attached Resolution. <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; width: 60%;"> <tr> <th></th> <th style="text-align: right;">Capital Carryover Expenditure Budget Amendments</th> </tr> <tr> <td>General Fund Expenditures</td> <td style="text-align: right;">\$ 85,151</td> </tr> <tr> <td>Special Revenue Expenditures</td> <td style="text-align: right;">9,383</td> </tr> <tr> <td>Capital Projects Expenditures</td> <td style="text-align: right;"><u>58,978,229</u></td> </tr> <tr> <td>Total Expenditures</td> <td style="text-align: right;"><u>\$ 59,072,763</u></td> </tr> </table> The funding sources for the above capital budget carryovers are as follows: General Fund \$11,893,608, Gas Tax \$2,178,679, Road Impact Fees \$15,527,773, Park Impact Fees \$1,787,492, Grants \$26,499,450, Building Fee Fund \$1,179,083, and loan proceeds in the Capital Projects Fund of \$6,678 with all funding totaling \$59,072,763. Attachments: Resolution to approve a capital expenditure carryover budget with Attachment showing the details of the budget carryover					Capital Carryover Expenditure Budget Amendments	General Fund Expenditures	\$ 85,151	Special Revenue Expenditures	9,383	Capital Projects Expenditures	<u>58,978,229</u>	Total Expenditures	<u>\$ 59,072,763</u>
	Capital Carryover Expenditure Budget Amendments												
General Fund Expenditures	\$ 85,151												
Special Revenue Expenditures	9,383												
Capital Projects Expenditures	<u>58,978,229</u>												
Total Expenditures	<u>\$ 59,072,763</u>												
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency													
STAFF RECOMMENDATIONS: Approve the attached Resolution to carry-over the capital budget from FY 2020 to FY 2021													
REVIEWED BY:													
City Manager:	<u>Arleen Huntere</u>												
City Attorney:	<u>Derek Rooney</u>												
City Clerk:	<u>Debra Filipek</u>												
Department Director:	<u>Anne Wright</u>												
COUNCIL ACTION:													
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER													

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 20 – ____**

**A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA;
APPROVING A CAPITAL EXPENDITURE CARRYOVER BUDGET
AMENDMENT OF \$59,072,763 AND; PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, as outlined in section 47 of the City Charter, capital expenditure appropriations do not lapse at the end of the fiscal year, therefore a budget amendment is being presented to incorporate amounts not expended in the prior fiscal year of \$59,072,763 into the current fiscal year ending September 30, 2021; and

WHEREAS, budgets for the funding sources for the capital expenditures not incurred in the prior fiscal year need to be carried forward into the current fiscal year ending September 30, 2021. Funding is available as follows: General Fund \$11,893,608; Gas Tax \$2,178,679; Road Impact Fees \$15,527,773; Park Impact Fees \$1,787,492; Grants \$26,499,450, Building Fee Fund \$1,179,083 and Capital Projects Fund \$6,678 for a total of \$59,072,763; and

WHEREAS, the various capital expenditure budgets and available funding are outlined on the Attachment #1 to this Resolution.

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

1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon its adoption.
2. The Bonita Springs' City Council authorizes a capital expenditure carryover budget amendment to the budget for the fiscal year ending September 30, 2021 totaling \$59,072,763 as outlined on Attachment #1 to this Resolution.
3. This Resolution shall become effective immediately upon adoption by the Bonita Springs City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16th day of December, 2020.

AUTHENTICATION:

_____ Mayor	_____ City Clerk
----------------	---------------------

APPROVED AS TO FORM: _____
City Attorney

Vote:

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

Date filed with City Clerk: _____

ATTACHMENT TO CAPITAL BUDGET CARRY-OVER RESOLUTION - PRELIMINARY AND SUBJECT TO AUDIT

CAPITAL PROJECTS BUDGET CARRYOVER			FUNDING SOURCE						
Account	Project Description	Carry-over Budget Amount	General Fund	Gas Tax	Grants	Road Impact Fee	Park Impact Fee	Capital Projects Fund-Loan Proceeds	Bldg Fee
00.102.541.6340	Street Lighting Improvements	\$ 13,182	\$ 13,182						
00.250.541.6400	Capital Outlay- Public Works vehicle accessories	\$ 5,969	\$ 5,969						
00.605.572.6400	Capital Outlay - Riverside Park cameras	21,000	21,000						
00.610.572.6400	Capital Outlay - Dog Park portable restroom trailer	45,000	45,000						
19.000.541.6403	Capital Outlay-Bike Path/Walkway	5,135							5,135
19.000.541.6401	Capital Outlay - Proportionate Share	4,248							4,248
30.000.519.6000	Exotic Removal FPL ROW	10,500	10,500						
30.000.537.6100	Water Issues/Land Acquisitions	262,760	205,060						57,700
30.240.513.6400	Technology Enhancements-CD Bldg Permits	1,112,000							1,112,000
30.240.513.6401	Technology Equipment Replacement Reserve	180	180						
30.250.538.6100	Land Acquired for Storm Water Purposes	2,665,261	2,665,261						
30.250.538.6106	East Bonita Springs Stormwater Improvements	6,678						6,678	
30.250.538.6110	Quinn/Downs/Dean Buyout Program	5,000,000			5,000,000				
30.250.538.6806	Pine Lake Preserve	950,000	370,000		580,000				
30.250.538.6807	Logan Blvd Floodway/Drainage	2,327,329	564,829		1,762,500				
30.250.538.6808	Storm Water Utility	34,360	34,360						
30.250.538.6809	Spring Creek/ BS Golf Course Flood Improvement	9,875,030	2,450,030		7,425,000				
30.250.538.6810	Drainage Improvement Concepts	11,021,919			11,021,919				
30.250.538.6811	Felts Ave Bio-Reactor PH II	650,000	250,000		400,000				
30.250.541.6300	Minor Road, Sidewalk, Drainage	4,267		4,267					
30.250.541.6308	Asphalt Overlays	190,721		190,721					
30.250.541.6310	FDOT Pond on Arroyal Rd	87,168	87,168						
30.250.541.6314	Street Lighting Uniformity	2,321		2,321					
30.250.541.6315	East Terry Vegetative Buffer/Wall	67,642	67,642						
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	9,655,065	182,913	899,988		8,572,164			
30.250.541.6318	Bonita Bch Rd Vision Implementation	133,048	133,048						
30.250.541.6319	Roadway Restriping	250,000	-	250,000					
30.250.541.6321	Rail Road Crossing Improvement	353,255		353,255					
30.250.541.6323	W. Terry Multi-Use Path	3,068,217	475,000		216,247	1,542,886	834,084		
30.250.541.6324	Sun Trail	4,517,668				4,467,668	50,000		
30.250.541.6325	Logan Blvd Landscape & Lighting	297,982	297,982						
30.250.541.6331	Pine Ave. Multi-use Pathway	13,545			13,545				
30.250.541.6332	Cochran St/Pauling Lane Multi-use Pathway	1,900			1,900				
30.250.541.6333	Bonita Drive Pathway-Old 41 to Streetsboro Lane	1,026,846	23,677		21,659	932,741	48,769		
30.250.541.6334	Maddox Lane Sidewalk	324,212				7,556	316,656		
30.250.541.6335	W. Terry St Pathway Extension East of Pine Ave	6,064			6,064				
30.250.541.6336	Imperial Shores Blvd Sidewalk	4,758				4,758			
30.250.541.6337	Dean Street Sidewalks/Infrastructure	141,843	141,843						
30.250.541.6344	W Terry-Pine to Rail Road	495,761	17,634	478,127					
30.250.541.6345	Cockleshell Sidewalk Glen Haven	134,153					134,153		
30.250.541.6906	Median Landscape Enhancement	11,261	11,261						
30.270.519.4909	Contingency	38,421	1,811				36,610		
30.270.519.4910	Highway Monument along I-75	300,000	300,000						
30.270.519.4911	Urban Design	22,925	22,925						
30.270.519.4912	Relocate Goodbread Grocery (AKA Dixie Moon)	200,148	200,148						
30.270.519.4920	Flagpole along I-75	40,000	40,000						
30.270.519.4924	City Facilities Major Repairs	1,632,859	1,632,859						
30.270.519.4932	Dean St Kayak Launch	12,222					12,222		
30.270.519.6400	Vehicle major Repairs & Replacement	69,532	69,532						
30.270.541.6322	US 41 Bridge Beautification	114,000	114,000						
30.270.575.6014	Everglades Wonder Gardens Café	99,684	99,684						
30.603.572.6008	Community Park Sealcoating Parking Lot	15,000	15,000						
30.603.572.6015	Baseball Complex Master Plan	209,417	209,417						
30.604.572.6000	Pool Geothermal Heater/Chill	100,000	100,000						
30.605.572.6009	Riverside Parking Sealcoating	15,000	15,000						
30.605.572.6013	Bandshell Area Improvements, Sidewalk/brick pavers and flag pole holder replacement	36,009	36,009						
30.610.572.6016	Dog Park Shade Structures	14,653					14,653		
30.611.537.6000	Beach Renourishment 2024	528,588	528,588						
30.617.572.6001	Nature Place Shade Structure	18,000					18,000		
30.628.572.6001	Mayhood Park Exotics Removal	35,250	35,250						
31.000.552.6311	Downtown Redevelopment	288,294	288,294						
31.603.572.6001	Community Park Improvements	14,015	14,015						
31.604.572.6000	Pool Landscaping	41,474	41,474						
31.605.572.6008	Skate Park	278,583					278,583		
31.610.572.6004	E Terry St Park-Dog Park	5,824					5,824		
31.610.572.6005	Additional Trails/Entrance	7,133					7,133		
31.615.572.6001	Resod Plaza Lawn- Liles Hotel	19,563	19,563						
31.621.572.6007	River Prk-US 41	103,016	36,500		50,616		15,900		
31.628.572.6000	Mayhood Playground	14,905					14,905		
	Totals	\$ 59,072,763	\$ 11,893,608	\$ 2,178,679	\$ 26,499,450	\$ 15,527,773	\$ 1,787,492	\$ 6,678	\$ 1,179,083

Expenditure Budget Amendment by Fund:	
Capital Projects Fund	\$ 58,978,229
General Fund	85,151
Building Fee Fund	9,383
	<u>\$ 59,072,763</u>

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-379
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve contract with Automated Merchant Services to provide electronic payment processing services for Community Development.			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Carly Sanseverino Staff Attorney John Dulmer Community Development
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND:			
On August 18, 2020, the City issued RFP 20-15 E-payment Processing Services seeking qualified vendors to provide electronic payment processing services for Community Development. The solicitation closed on September 10, 2020, and the City received three responsive proposals. On October 21, 2020, Council accepted the selection committee's recommendation and authorized staff to enter into negotiations with the top-ranked vendor, Automated Merchant Systems. The attached contract provides for a term of three (3) years and a 2.95% service fee on each transaction to be paid by the customer. The City will make a one-time purchase for the point-of-sale terminals. This contract is funded by building fees. Attachment: Contract terms and conditions			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency			
STAFF RECOMMENDATIONS: Approve the contract with Automated Merchant Services.			
REVIEWED BY:			
City Manager:	<u>Arleen Hunter</u>		
City Attorney:	<u>Derek Rooney</u>		
City Clerk:	<u>Debra Filipek</u>		
Department Director:	<u>John Dulmer</u>		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			



**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:		ACCOUNT REP:		«ACCOUNT_SALES_REP»		DATE:					
Corporate/ Legal Name:				Federal Tax ID Number:							
«ACCOUNT_NAME»				«ACCOUNT_TAX_ID»							
Address (Physical Location):				Mailing Address:							
«ACCOUNT_SHIPPINGSTREET»				«ACCOUNT_BILLINGSTREET»							
City:		State:		Zip:		City:		State:		Zip:	
«ACCOUNT_SHIPPINGCITY»		«ACCOUNT_SHIPPINGCITY»		«ACCOUNT_SHIPPINGCITY»		«ACCOUNT_BILLINGCITY»		«ACCOUNT_BILLINGCITY»		«ACCOUNT_BILLINGCITY»	
Business Phone #:		Fax #:		Website Address:							
«ACCOUNT_PHONE»		«ACCOUNT_FAX»		«ACCOUNT_WEBSITE»							
TYPE OF BUSINESS:				«ACCOUNT_OWNERSHIP»				CHAIN MERCHANT		☒ YES ☐ NO	
NUMBER OF YEARS IN BUSINESS:				«ACCOUNT_YEARS_IN_BUSINESS»				BUSINESS LICENSE #:		«ACCOUNT_OCCUPATIONAL_LIC»	
CURRENT PROCESSOR:				«ACCOUNT_PREV_MERCH_BANK»		POS DEBIT:		☒ NO ☐ YES		NETWORK	
										«ACCOUNT_DEBIT_NETWORKS»	
										(Z) Star MAC (W) Star East (Q) Star West (G) Interlink (B) Maestro (K) EBT	
TRADE REFERENCES:											
Company:				«ACCOUNT_TRADE_COMPANY1»				Contact:		«ACCOUNT_TRADE_CONTACT1»	
Phone:				«ACCOUNT_TRADE_PHONE»				Account Type:		«ACCOUNT_TRADE_TERMS1_DEL»	
Company:				«ACCOUNT_TRADE_COMPANY2»				Contact:		«ACCOUNT_TRADE_CONTACT2»	
Phone:				«ACCOUNT_TRADE_PHONE»				Account Type:		«ACCOUNT_TRADE_TERMS2_DEL»	
Authorized Signer (First): MI: Last:				Title:				Phone Number:		Email Address:	
«ACCOUNT_SIGNERP_FULLNAME»				«ACCOUNT_SIGNERP_TITLE»				«ACCOUNT_SIGNERP_PHONE»		«ACCOUNT_SIGNERP_EMAIL»	
Alternate (First): MI: Last:				Title:				Phone Number:		Email Address:	
«ACCOUNT_SIGNERN_FULLNAME»				«ACCOUNT_SIGNERN_TITLE»				«ACCOUNT_SIGNERN_PHONE»		«ACCOUNT_SIGNERN_EMAIL»	
Alternate (First): MI: Last:				Title:				Phone Number:		Email Address:	
«ACCOUNT_SIGNERL_FULLNAME»				«ACCOUNT_SIGNERL_TITLE»				«ACCOUNT_SIGNERL_PHONE»		«ACCOUNT_SIGNERL_EMAIL»	

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

☐ By checking this box, Merchant opts out of accepting American Express.

THE MERCHANT PROCESSING AGREEMENT IS EFFECTIVE UPON THE SIGNING BY MERCHANT AND AUTOMATED MERCHANT SYSTEMS, INC.			
Merrick Bank Corporation		Automated Merchant Systems, Inc.	
By:		By:	
135 Crossways Drive North, Suite A Woodbury, NY 11797		1071 S Sun Drive, Suite 2001 Lake Mary, FL 32746 407-331-5465	
Date		Date	

The Fee Schedule

You understand and acknowledge that you have elected to participate in the Government and Education Program provided by the Payment Brands (the "Program"). The Program allows registered and approved merchants (approved Merchant IDs or MIDs) to assess a variable service fee (a "Service Fee") on certain debit and credit card transactions. Registration and participation in the Program are subject to approval by the applicable Payment Brands and you acknowledge that you may not be eligible to participate in the Program. If registration and Payment Brand approval is obtained, you agree to comply with all Program requirements. ISO may terminate, amend, modify or otherwise alter this Agreement, the Program, or the structure, nature or amount of the Service Fee at any time with written notice to you. You authorize and direct Member Bank to settle the proceeds received for Service Fees into the ISO's bank account. In the event that you receive any portion of the Service Fees, you agree to promptly pay such amounts to ISO. **Service Fees collected by ISO are identified in the AMS – Merrick Location Addendum form, will be retained by ISO and you will not be responsible for the payment of any Fees or interchange fees, assessments and other third-party charges charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable to your Card transactions other than Penalties (collectively, "Third-Party Costs") with the exception of the Fees listed below.** Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay the Early Termination Fee (as defined in this Agreement), if applicable, pursuant to Section 10 of the Payment Processing Agreement.

Chargebacks Item Costs

Chargebacks
\$ «ACCOUNT_CHARGEBACK_CR»

In the event a customer disputes, refuses to pay and/or charges back the Service Fee amount to ISO, Merchant is responsible for collecting and paying the Service Fee and the Chargeback Fee to ISO.

ACH Service Fees

Transaction Fee	Transaction Return Fee	Optional Transaction Re-Deposit Fee
\$ «ACCOUNT_PERIT EM_FEE_CHK»	\$ «ACCOUNT_RETURN_F EE_CHK»	\$ «ACCOUNT_DEPOSIT FEE»

The ACH Transaction Fee is a Service Fee paid by the consumer. The Transaction Return Fee and Optional Transaction Redeposit Fee is paid by the Merchant.

Merchant: _____	
_____	_____
Signature of Authorized Signer	Date
_____	_____
Print Name	Title

MERCHANT SIGNATURE AUTHORIZATION

Name of Entity: «ACCOUNT_NAME»

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement. These persons also have the authority to perform the duties and functions defined in 2, 3 and 4 below.

TITLE	PRINT NAME	SIGNATURE

2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement and any additional merchant location forms.
3. Both AMS and Merrick Bank may rely on the authority granted in this certification and the undersigned official represents and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification to perform ongoing organizational processes and updates:

TITLE	PRINT NAME	SIGNATURE

I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ Print Name: _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

☐ NO ☐ YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here: _____ (initials)

☒ Debit Cards: V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

*For Details on how these transactions qualify at each level, please refer to your Merchant Operating Guide.

☒ Other Cards: V/MC/DISC/AMEX (business credit/debit, consumer credit, & all foreign issued cards)

This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), Mastercard International ("Mastercard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third-party service providers (AMS and such third-party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. Services. Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

2. Payment Brand Regulations. All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, Mastercard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your services' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third-party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third-party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all fines, charges, penalties, assessments and all other costs, expenses and indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third-party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, ISO and/or Member Bank to the extent that such Penalties are attributable to, arise out of, or are related to your (i) Card transaction processing or business, or (ii) your breach or alleged breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third-party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third-parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third-party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

3. Fees. The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees from time to time upon ten (10) days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) third-party fees and charges incurred by ISO and/or Member Bank which are attributable to your Card transactions other than Penalties (collectively, "Third-Party Costs"), for which you are responsible hereunder, and (iii) chargebacks of Card transactions, refunds and related Interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third-Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third-parties regularly add new Third-Party Costs, change the rates for existing Third-Party Costs, or change the qualification criteria for existing Third-Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect Third-Party Costs.

4. Card Transactions. In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you ("Account(s)") any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

5. Your Bank Account

- You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, for which you are responsible hereunder, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third-Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).
- All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third-Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.
- If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.
- If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.
- If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

6. Display of Service Marks, Advertising and Promotional Materials

- You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.
- You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.
- You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.
- Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.
- Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.
- All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

7. Term. This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of «ACCOUNT_CONTRACT_TERMS» following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Term or Term, as applicable. Notwithstanding the foregoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.

8. Events of Default. An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale;

(g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of forty five (45) consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

9. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

10. Early Termination Fee. For purposes of this Section 10, an "Early Termination Event" shall mean: (i) a termination of this Agreement by Member Bank or ISO following an Event of Default specified in Section 8 above (ii); a termination of this Agreement by you for any reason whatsoever, other than following written termination notice given by you pursuant to Section 7 or 12; or (iii) your deposit or submission of any of your Payment Brand branded transactions with any entity other than Member Bank. The parties agree that the actual damages which will result to ISO from an Early Termination Event are not readily ascertainable as of the effective date of this Agreement. In addition, you acknowledge and agree that in reliance on this Agreement and other long-term agreements, ISO will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination, you shall pay to ISO, in addition to all amounts owed for the Services provided to you pursuant to this Agreement, an Early Termination Fee. "Early Termination Fee" shall mean an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly Service Fees collected by ISO during the Measurement Period, times the total number of months, or portion thereof, following an Early Termination Event. The "Measurement Period" shall mean the six (6) month period prior to the Early Termination Event. The parties intend that this Early Termination Fee be in lieu of ISO's lost profits for the remainder of this Agreement, but not in lieu of any other damages to which ISO might otherwise be entitled arising out of your wrongful acts or omissions.

11. Change in Your Business. You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

12. Termination by You. You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 17 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to a Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. **You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file.** You waive Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

13. Credit Inquiries; Reporting; Financial Statements. You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

14. Representation and Warranties; Disclaimers. You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD-PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES OR CHARGEBACKS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.**

15. CHOICE OF LAW; JURISDICTION; WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (F) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR. YOU FURTHER UNDERSTAND AND AGREE THAT YOUR RESPONSIBILITY TO PAY PENALTIES AS DESCRIBED IN THIS AGREEMENT SHALL NOT BE LIMITED OR RESTRICTED UNDER ANY CIRCUMSTANCES, EVEN IF SUCH PENALTIES ARE DEEMED TO BE SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER APPLICABLE LAW.

17. CONFIDENTIAL INFORMATION. You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third-party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Agreement.

Terms in Section 18 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: www.americanexpress.com/merchantopguide. In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.

18. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.

- a. Transaction Data. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. American Express as Third-Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. Merchant shall not assign to any third-party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third-party.
- i. Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.
- j. Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.
- k. In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.
- l. Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.
- m. Merchant must ensure that it and any third-parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at www.americanexpress.com/merchantopguide) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.
- n. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

19. ACH AND CHECK 21 TERMS AND CONDITIONS.

- a. Services. With respect to ACH Transactions, ISO shall be the ACH processor through which debit and credit transactions are submitted to the ACH Network in conjunction with ACH check processing origination and settlement services. With respect to transactions involving substitute check Images permitted under Check 21, ISO provides capture services which facilitates the processing of the substitute check Images with financial institutions in the Federal Reserve System.
- b. Definitions. The following terms used in this Section 19 shall have the meaning specified below:
 - "ACH Transaction": An electronic payment transaction originated by Merchant and processed through the ACH Network in the Federal Reserve System.
 - "Administrator": The Merchant's employee who has been designated as Merchant's primary contact with ISO for the Services and has been appointed by Merchant to manage the administration of Services access, including passwords, and communicate authorizations to ISO.
 - "Bank of First Deposit": In a Check 21 Transaction, the financial institution which receives the Entry from ISO and transmits the Entry through the Federal Reserve Bank system for transmittal to the Customer's financial Institution for debit or credit to the Customer's account.
 - "Check 21": The Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
 - "Check 21 Transaction": An electronic payment transaction utilizing a Substitute Check Image permitted by Check 21.
 - "Customer": Merchant's customer who submits a payment to Merchant by means of a paper check or ACH transfer.
 - "Entry": A transaction submitted by Merchant for processing by the Services and further defined in the NACHA Rules.
 - "Image": The image that results from an electronic scan of a paper check by Merchant.
 - "NACHA Rules": The then-current rules, regulations and procedural guidelines published by the National Automated Clearing House Association ("NACHA") and/or all regional payment alliances associated with NACHA.
 - "Originating Depository Financial Institution" or "ODFI": In an ACH Transaction, the financial institution which receives the Entry from ISO and transmits the Entry to its ACH Operator for transmittal to a Receiving Depository Financial Institution for debit or credit to the Customer's account, as these terms are further defined in the NACHA Rules.
 - "Services": The ACH processing services and/or the Check 21 processing services provided to Merchant under this Agreement.
 - "Settlement Account": A commercial demand deposit bank account which Merchant has established for ISO's access and use to settle financial payment transactions processed by ISO on behalf of Merchant.
 - "Substitute Check": The electronic Image of a paper check, as defined in Check 21.

- c. Set-Up of Services. ISO shall provide the Services selected by Merchant in its application. Merchant shall utilize and access the Services in accordance with the terms of this Agreement and the practices and procedures established by ISO for the Services which have been communicated in writing to Merchant. As part of the Merchant set-up and boarding process, ISO will provide Merchant with an administrative and gateway user name and password to access the Services. Merchant will designate an Administrator who shall be the sole individual vested with the authority to determine who will be authorized to use the Services; establish separate passwords for each user; and establish limits on each user's authority to access information and conduct transactions. Merchant is responsible for the actions of its Administrator, the authority the Administrator gives others to act on Merchant's behalf, and the actions of the persons designated by the Administrator to use the Services. Merchant shall take reasonable security procedures and practices to safeguard the confidentiality of the passwords; limit access to its passwords solely to persons who have a need to know such information; closely and regularly monitor the activities of employees who access the Services; and prohibit its employees and agents from initiating entries in the Services without proper authorization and supervision and adequate security controls.
- d. Delivery of Services. ISO will provide Services for the Entry types indicated in the Merchant set-up and boarding documentation. ISO reserves the right to withdraw the Services provided generally to its customers including Merchant for individual Entry types from general market availability and coverage under this Agreement upon ninety (90) days prior written notice to Merchant. To the extent reasonably possible, ISO will first attempt to process an Entry in the Services as an ACH Transaction, unless the Entry has clearly been designated to be processed as a Check 21 Transaction, provided the Entry fully qualifies to be processed as an ACH Transaction according to applicable NACHA Rules and ISO has received all of the required information from the Image or paper check necessary to process the transaction as an ACH Transaction. If the Entry cannot be processed as an ACH Transaction for any reason, then ISO will process the Entry in the Services as a Check 21 Transaction. Prior to submitting an Entry to ISO for processing, Merchant shall secure all authorizations and approvals from its Customer and deliver any notifications pertaining to that Entry which are required by the NACHA Rules and/or applicable laws and regulations. Merchant shall be responsible for the accuracy and propriety of all Entries submitted to ISO for processing. If Merchant utilizes a scanner to create Images which are delivered to ISO for processing, Merchant shall be solely responsible to ensure the accuracy and completeness of the Image transmitted to ISO for processing. Merchant acknowledges that ISO has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and by the Bank of First Deposit for Check 21 Transactions. Files received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective entry day. Files received after the deadline will be processed the next Banking Day as defined in the NACHA Rules. For Check 21 Transactions, ISO will not be responsible for printing any Substitute Checks which may be required by a financial institution in order to receive and process the Entry. In the event of any conflicts in the instructions received by ISO regarding Merchant or any Entries relating to them, ISO may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Merchant or by ISO to the funds, Entries or proceeds thereof.
- e. Recoupment and Set-Off. Merchant shall immediately reimburse ISO for any returns or shortfalls that occur in Merchant's Settlement Account. ISO reserves the right to delay the availability of funds for deposit without prior written notices to Merchant if, in its sole discretion, ISO deems itself at financial or relative risk for any and all Services performed under this Agreement. Merchant hereby acknowledges and agrees that ISO shall have a right of setoff against any amounts ISO would otherwise be obligated to deposit into Merchant's account, and any other amounts ISO may owe Merchant under this Agreement.

f. Additional Merchant Responsibilities. All checks deposited electronically by Merchant through use of the Services shall be subject to the following requirements: (i) The original paper check will not be deposited through the Services more than once; (ii) All checks will conform to the requirements of Merchant's deposit agreement with its financial institution; (iii) All checks will conform to the requirements of the applicable NACHA Rules and Check 21; and (iv) Merchant shall review and validate the accuracy and completeness of the check data being captured including but not limited to the amount of the check and the legibility of the check Image generated from use of the Services. Merchant shall be solely responsible for the selection, use and operation of the scanner equipment used to capture the Image using the Services, including the quality of the Image results generated from the scanner. Any scanner used by Merchant with the Services must meet the technical specifications for scanners published by ISO in order to be deemed compatible with the Services. Any purchase or lease of scanners by Customer from ISO or a Reseller for its use shall be transacted between Merchant and ISO or a Reseller in a separate equipment purchase/lease agreement. Merchant shall be solely liable and responsible for all damages, losses, expenses and claims arising from any of the following: (i) Duplication of Images transmitted by Merchant to ISO through the Services; (ii) Alteration of scanned Images not caused by ISO's Services; (iii) Deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) Acts of fraud, negligence or willful misconduct committed by employees of Merchant in depositing checks using the Services; (v) Hardware failure not caused by ISO's Services; or (vi) Merchant's failure to properly store or destroy original checks once the scanned Image has been captured. Merchant shall hold ISO harmless from any damages, losses, expenses and claims which arise from the foregoing events not caused by ISO.

g. Pricing and Payment. Merchant shall pay ISO the fees, penalties and charges for the Services set forth in the Application and Fee Schedule and such fees, penalties and charges shall be considered Fees for all purposes of this Agreement.

h. NACHA Rules and ISO Guidelines. Each party shall comply with the then-current NACHA Rules which apply to ACH Transactions processed under this Agreement. In addition, ISO may publish to Merchant and other merchants its own standard operating and implementation guidelines for the Services with respect to specific NACHA Rules which will govern and apply to this Agreement as if set forth herein.

i. Selection and Use of Hardware. Merchant is solely responsible for the selection, use and operation of the hardware used to capture Images of paper checks using the Service, including the quality of the scanned Image results generated from the hardware. Hardware utilized must be certified for use with the Services in order to be deemed compatible with the Services.

j. Third-Party Processing Services. AMS' third-party processing services partners are providing some of the Services, and as a result, these third-party services partners shall be an intended third-party beneficiary of this Agreement. Each third-party services partner shall have the right to enforce directly against Merchant, the terms of this Agreement which relate to the provision of the third-party services partner's processing services to Merchant and the ownership and protection of the intellectual property rights of the third-party services partner and its licensors in and to its processing services. Merchant acknowledges that the third-party services partner shall have no responsibility or liability with regard to AMS' obligations to Merchant under this Agreement.

20. MISCELLANEOUS PROVISIONS.

a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.

b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon thirty (30) days prior written notice to you.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.

k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third-Party Costs for which you are responsible hereunder, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third-party beneficiary of this Agreement.

Disclosure Page (Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: «ACCOUNT_NAME»
Merchant Address: «ACCOUNT_SHIPPINGSTREET»
«ACCOUNT_SHIPPING_CSZ»
Merchant Phone: «ACCOUNT_PHONE»

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Disclosure Page (Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
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Merchant Phone: «ACCOUNT_PHONE»

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1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-375						
AGENDA ITEM SUMMARY									
REQUESTED MOTION: Approve resolution to award Pine Lake Preserve Re-Hydration Project RFB-20-21 to the lowest responsive, responsible bidder, TSI Disaster Recovery, LLC in the total bid amount of \$598,831.25 pending approval of all documentation.									
MEETING DATE: 12/16/2020									
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: October 28, 2020 – Staff advertised for sealed bids for the Pine Lake Preserve Re-Hydration Project RFB#20-21. December 10, 2020 – City received three (3) sealed bids for the project as follows: <table style="width:100%; margin-top: 10px;"> <tr> <td style="width:35%;">TSI Disaster Recovery, LLC</td> <td style="width:15%; text-align: right;">\$ 598,831.25</td> </tr> <tr> <td>Mettauer Environmental, Inc</td> <td style="text-align: right;">\$ 978,238.00</td> </tr> <tr> <td>V&H Construction, Inc.</td> <td style="text-align: right;">\$1,830,000.00</td> </tr> </table> Attachment: Resolution				TSI Disaster Recovery, LLC	\$ 598,831.25	Mettauer Environmental, Inc	\$ 978,238.00	V&H Construction, Inc.	\$1,830,000.00
TSI Disaster Recovery, LLC	\$ 598,831.25								
Mettauer Environmental, Inc	\$ 978,238.00								
V&H Construction, Inc.	\$1,830,000.00								
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #1 – Stormwater Management									
STAFF RECOMMENDATIONS: Approve resolution to award Pine Lake Preserve Re-Hydration Project RFB-20-21 to the lowest responsive, responsible bidder, TSI Disaster Recovery, LLC in the total bid amount of \$598,831.25 pending approval of all documentation									
REVIEWED BY:									
City Manager:	<u>Arleen Hunter</u>								
City Attorney:	<u>Derek Rooney</u>								
City Clerk:	<u>Debra Filipek</u>								
Department Director:	<u>Matt Feeney</u>								
COUNCIL ACTION:									
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER									

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 20 –

APPROVE RESOLUTION AWARDING THE PINE LAKE PRESERVE RE-HYDRATION PROJECT RFB 20-21 TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, TSI DISASTER RECOVERY, LLC IN THE TOTAL BID AMOUNT OF \$598,831.25 AND AUTHORIZE THE MAYOR TO SIGN AGREEMENT, PENDING APPROVAL OF ALL DOCUMENTATION.

WHEREAS, City staff advertised for the Pine Lake Preserve Re-Hydration Project RFB 20-21 and received three (3) sealed bids,

TSI Disaster Recovery, LLC	\$ 598,831.25
Mettauer Environmental, Inc.	\$ 978,238.00
V & H Construction, Inc.	\$1,830,000.00

WHEREAS, the lowest responsive and responsible submittal was from TSI Disaster Recovery, LLC in the amount total bid amount of \$598,831.25:

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

Section 1. To enter into an agreement with the lowest responsive and responsible bidder, Thompkins Contracting, Incorporated;

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 16th day of December 2020

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

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

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-367
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve fixed property damage release from Progressive Insurance for city property damage occurred due to an automobile accident.			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Meg Weiss Director of Administrative Services	
☒ 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 a fixed property damage release from Progressive Insurance. An accident occurred on March 16, 2020 damaging a double pedestrian signal and base at Imperial Parkway and Dean Street. The fixed property damage release is for a total of \$3297.47. Attachment: Fixed Property Damage Release			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Approve fixed property damage release from Progression Insurance and authorize Mayor to execute attached release.			
REVIEWED BY:			
City Manager:	<u>Arleen Hunter</u>		
City Attorney:	<u>Derek Rooney</u>		
City Clerk:	<u>Debra Filipek</u>		
Department Director:	<u>Meg Weiss</u>		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

FIXED PROPERTY DAMAGE RELEASE

Claim Number: **20-4917616**

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE, City of Bonita Springs, as owner(s) of a pedestrian signal, for and in consideration of the sum of three thousand two hundred ninety seven and 47/100 (\$3297.47), the receipt of which is hereby acknowledged, do hereby for myself/ourselves release and forever discharge Progressive Express Insurance Co., Bella's Homeservice LLC, and Gabriel Nieves from any and all claims, actions, causes of action, demands, damages, costs, and any compensation whatsoever, which the undersigned now has/have or which may hereafter accrue for damages to property, including any claims for loss of use, diminution in value or other personal property, arising out of an accident which occurred on or about March 16th, 2020, at or near Bonita Springs, FL.

It is understood and agreed that this settlement is in full compromise of a disputed claim as to questions of liability and as to the nature and extent of property damages. Further, neither this release, nor the payment pursuant hereto, shall be construed as an admission of liability.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Executed at _____, this _____ day of _____, _____

Printed Name and Signature Date

Witness Signature Date

Title

Printed Name and Signature Date

Witness Signature Date

Title

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-377
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Discussion of next steps for the City-owned parcel known as the "Bamboo" parcel.			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Mike Gibson Deputy Mayor Jesse Purdon Councilmember District 2	
☐ 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:			
Deputy Mayor Mike Gibson and Council Member Jesse Purdon have each spoken separately with staff regarding the solicitation of development proposals for 10580 Goodwin Street, which is commonly referred to as the Bamboo parcel. Earlier this year, the City conducted a solicitation seeking development proposals for three City-owned properties in the downtown area. The City received one proposal for the Bamboo parcel, which Council chose not to pursue. Accordingly, the above Councilmembers would like to initiate the discussion regarding the potential next steps for this property.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #8 Economic Development			
STAFF RECOMMENDATIONS: Council's pleasure.			
REVIEWED BY:			
City Manager:	<u>Arleen Hunter</u>		
City Attorney:	<u>Derek Rooney</u>		
City Clerk:	<u>Debra Filipek</u>		
Department Director:	_____		
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-12-370
AGENDA ITEM SUMMARY		
REQUESTED MOTION: First Reading of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AMENDING BONITA SPRINGS CODE CHAPTER 10, ARTICLE II, BUILDING CODES AND STANDARDS, SECTION 10-20 TO UPDATE WIND SPEED LINES AND A WIND-BORNE DEBRIS REGION THAT COINCIDES WITH FIGURE 1606 OF THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.		
MEETING DATE: 12/16/2020		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	John Dulmer, AICP Community Development Director and Peter Haigis, Chief Building Official
☐ 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 purpose of this Ordinance is to comply with the Florida Statutes §553.73, the Florida Building Code and the Florida Building Code Section 1606.1.6, which requires the adoption of a local ordinance to establish exact wind speed lines using recognized physical landmarks. The Florida Building Code requires buildings, structures and parts thereof be designed to withstand the minimum wind loads prescribed in the code and within the designated wind speed zones. This amendment updates the Bonita Springs Wind Borne Debris Region and Basic Wind Speed Map, which establishes the geographical boundaries of the wind speed zones and the wind-borne debris region in the city. The wind speed lines and wind-borne debris region coincides with figure 1606 of the state building code, which goes into effect on December 31, 2020. The updated map modified the location of the Risk Category III Wind Speed Zone boundary.		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?		
STAFF RECOMMENDATIONS: Move to second reading in January.		
REVIEWED BY: City Manager: <u>Arleen Hunter</u> City Attorney: <u>Derek Rooney</u> City Clerk: <u>Debra Filipek</u> Department Director: <u>John Dulmer</u>		
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER		

CITY OF BONITA SPRINGS

ORDINANCE NO. 20-##

AN ORDINANCE OF THE CITY OF BONITA SPRINGS; AMENDING BONITA SPRINGS CODE CHAPTER 10, ARTICLE II, BUILDING CODES AND STANDARDS, SECTION 10-20 TO UPDATE WIND SPEED LINES AND A WIND-BORNE DEBRIS REGION THAT COINCIDES WITH FIGURE 1606 OF THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 553.73, Florida Statutes, establishes the state-wide unified building code known as the Florida Building Code; and

WHEREAS, pursuant to Florida Building Code Section 1606.1.6, the exact location of wind speed lines will be established by local ordinance using recognized physical and marks; and

WHEREAS, the Bonita Springs Comprehensive Plan requires the City to provide through City plans, programs and regulations, means to minimize future property losses from natural disasters such as flooding, tropical storms, and hurricanes, and

WHEREAS, the Bonita Springs City Council finds and determines that it is necessary to enact an ordinance establishing the geographical boundary of the wind speed lines in Bonita Springs pursuant to enactment of the Florida Building Code; and

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

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

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. PURPOSE

The purpose of this Ordinance is to comply with the Section 553.73, Florida Statutes, the Florida Building Code and the Florida Building Code Section 1606.1.6, which

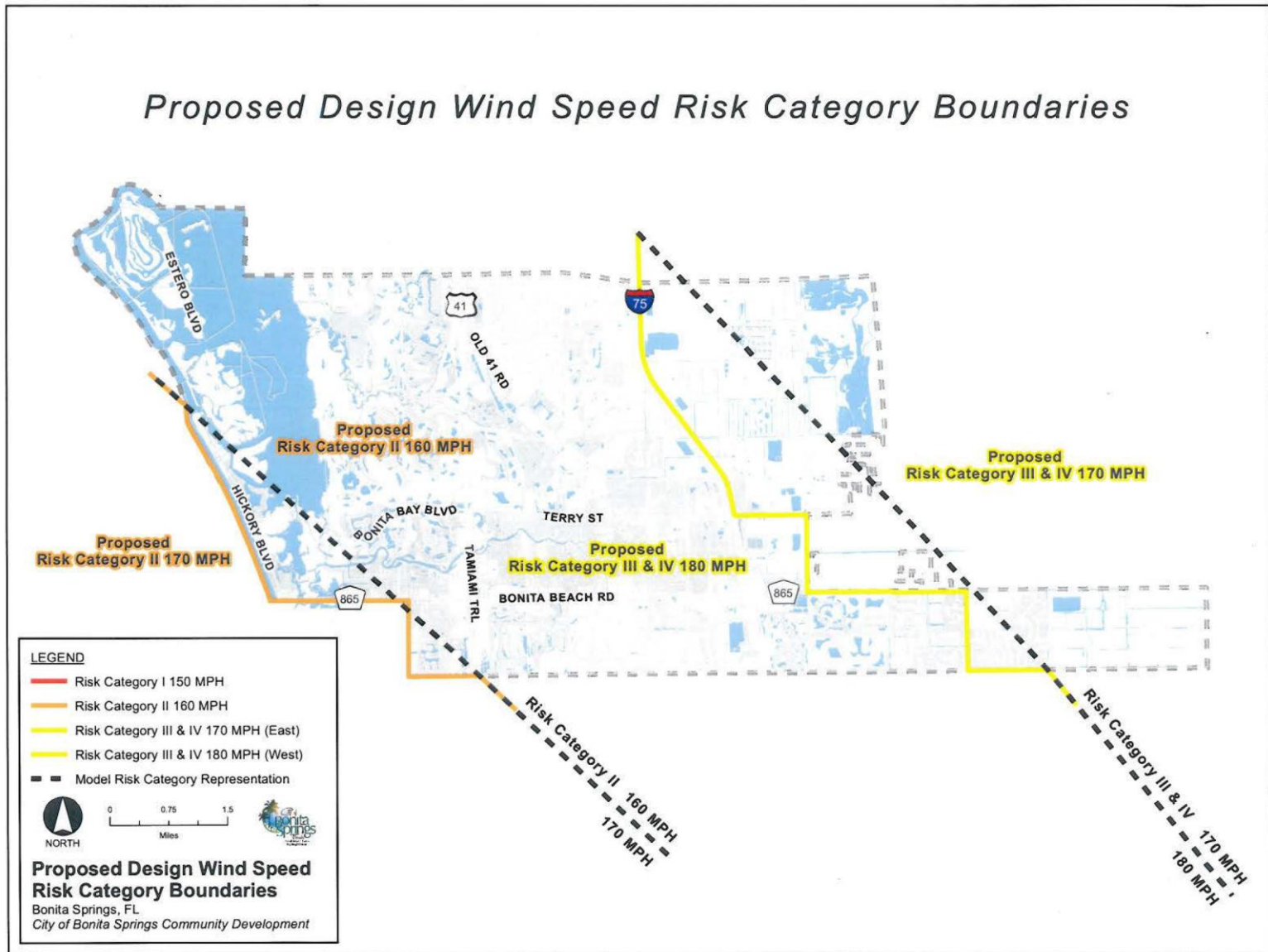
requires the adoption of a local ordinance to establish exact wind speed lines using recognized physical landmarks. The Florida Building Code requires buildings, structures and parts thereof be designed to withstand the minimum wind loads prescribed in the code and within the designated wind speed zones.

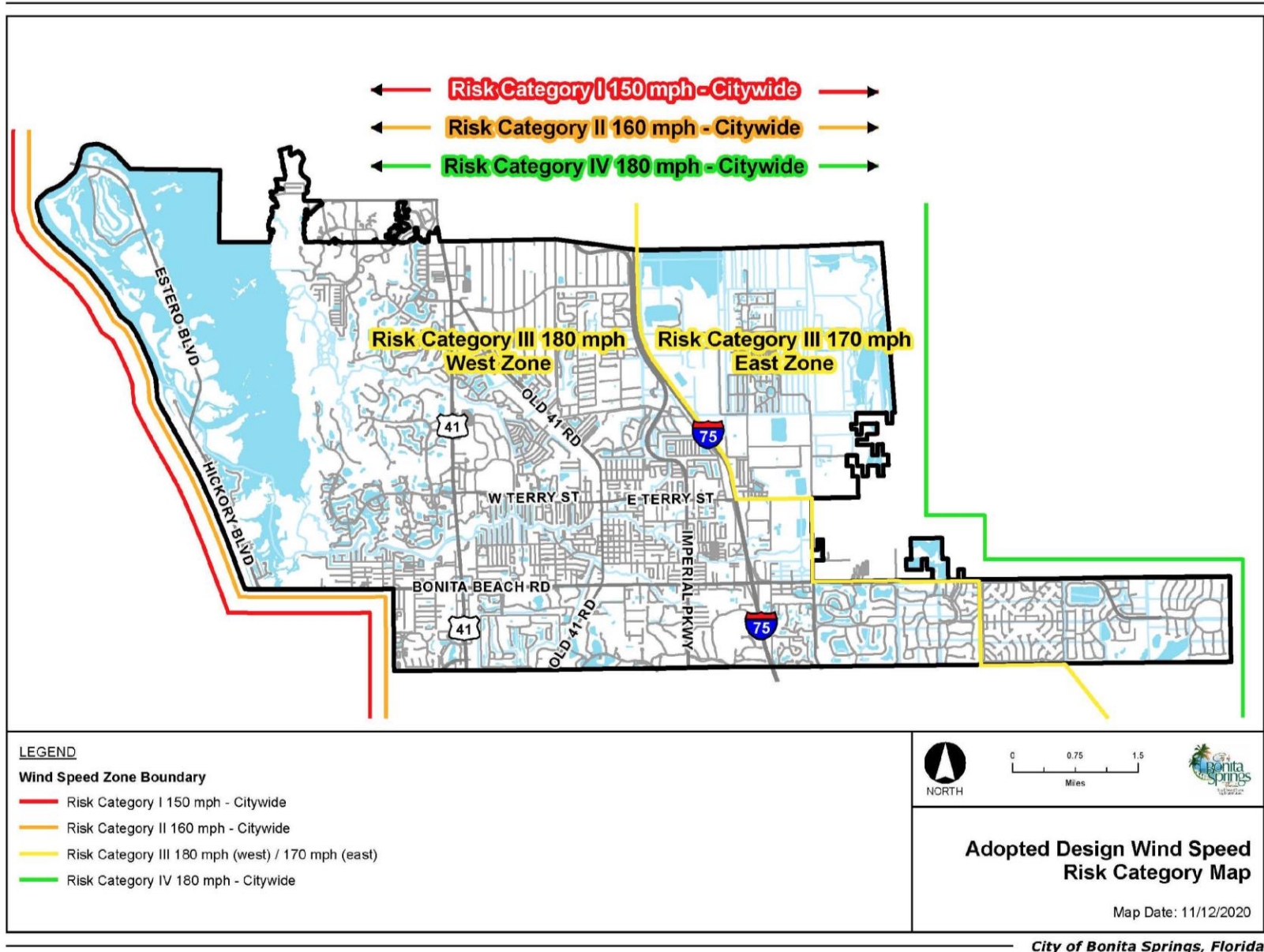
Section 2. **AMENDMENT TO THE CODE OF ORDINANCES**

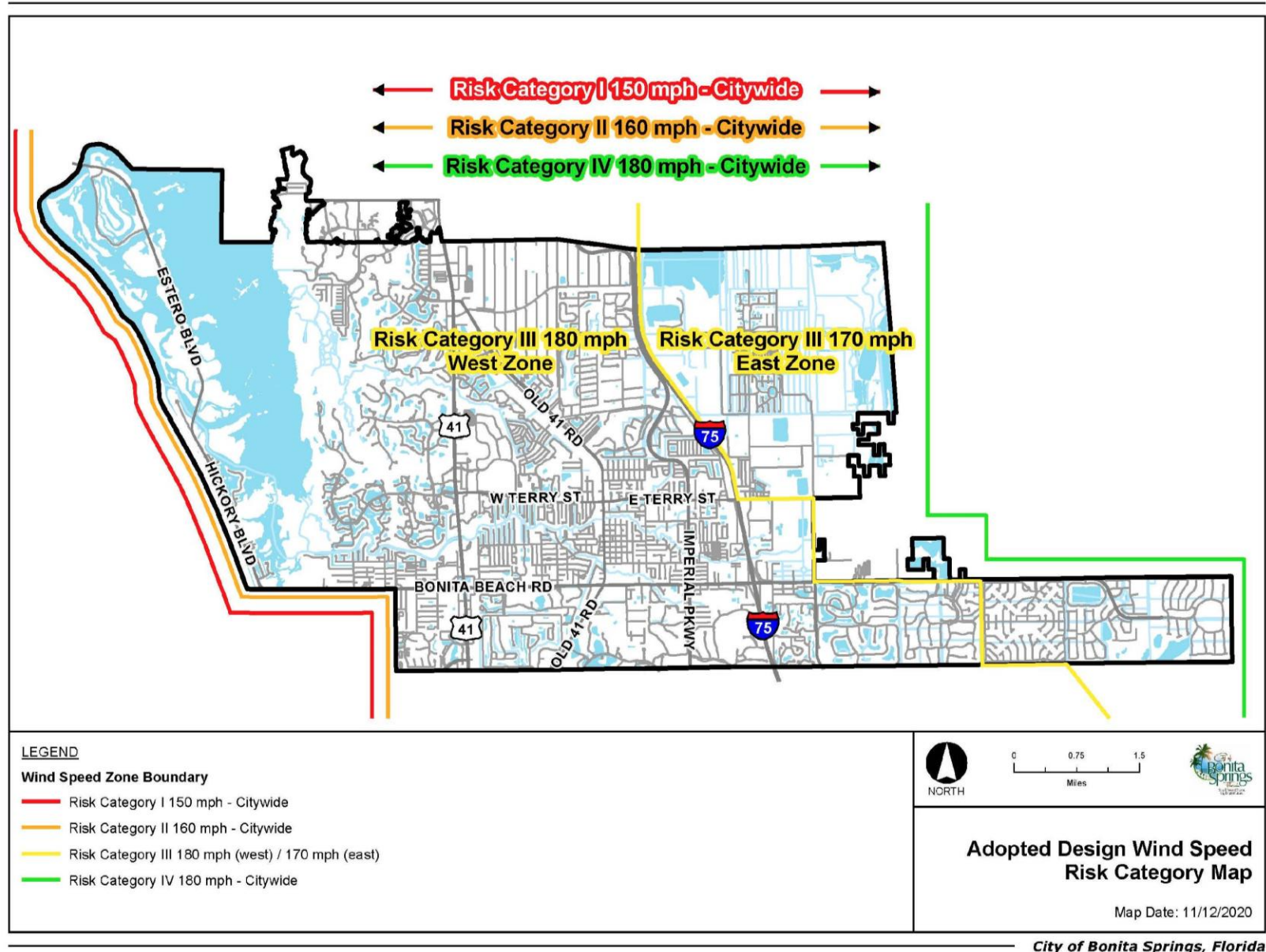
The Bonita Springs City Code is hereby amending Chapter 10 - Buildings and Building Regulations, Article II - Building Codes and Standards, Section 10-20, of the City's Code of Ordinances, with deletions depicted with ~~striketroughs~~ and underlined language as additions, as follows:

Sec. 10-20. - Bonita Springs Wind_Borne Debris Region and Basic Wind Speed Map.

The Bonita Springs Wind_Borne Debris Region and Basic Wind Speed Map, as depicted in the map below, establishes the geographical boundaries of the wind speed zones and the wind_borne debris region in the city. The wind speed lines and wind_borne debris region coincides with figure 1606 of the state building code.







Section 3. SEVERABILITY

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

Section 4. CONFLICTS OF LAW

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

Section 5. CODIFICATION AND SCRIVENER'S ERRORS

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

Section 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs,
Lee County, Florida, this 6th day of January 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

Vote:

Carr
Purdon
Forbes
Corrie

Gibson
Quaremba
Steinmeyer

Date filed with City Clerk: _____

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-365
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Review attached list of Legislative Priorities and proposed short list of Legislative Funding projects, and direction to Staff on Funding for Funding Project 1.			
MEETING DATE: 12/16/2020			
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 December 16, 2020, Staff, along with Carole Green with Capitol Strategies, is scheduled to attend the Lee County Delegation Meeting to advocate for the City's funding projects. Included in the packet is the #1 project which was amended to reflect the ongoing efforts to the Imperial Bonita Estates, Quinn, Downs, and Dean Street west of Imperial Parkway for the Home Elevation and Buyout Program. Staff did not attach a dollar amount with that request. At this time Staff is seeking direction from Council as to the amount of funding they would like to attach. Attachments: 2021 City of Bonita Springs Legislative Priorities Proposed Short List of Legislative Funding Projects 2020-21			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Improve Storm Water Management			
STAFF RECOMMENDATIONS: Council's pleasure.			
REVIEWED BY:			
City Manager:		<u>Arleen Hunter</u>	
City Attorney:		<u>Derek Rooney</u>	
City Clerk:		<u>Debra Filipek</u>	
Department Director:		<u></u>	
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			



2020-21 City of Bonita Springs Legislative Priorities

- 1. The City of Bonita Springs supports funding for flooding reduction/mitigation projects within its municipal boundaries.**
- 2. The City of Bonita Springs supports State sustainability initiatives, especially those which would prevent discharges from Lake Okeechobee and which promote clean fresh and salt water bodies. The City also opposes any water quality proposals which would negatively impact our City.**
- 3. The City of Bonita Springs supports flooding reduction mitigation projects within our municipality and improvements to water quality.**
- 4. The City of Bonita Springs supports State funding for projects which would advance enhanced transportation connectivity for pedestrian and bicyclists as well as design and construction of additional “complete” streets.**
- 5. The City of Bonita Springs believes in affordable insurance rates for our citizens. Towards that end, the City opposes any action or legislation, at any governmental level, that will have the effect of significantly increasing flood insurance rates.**
- 6. The City of Bonita Springs supports efforts to provide State funding for local acquisition of preservation lands in the Density Reduction Groundwater Resource (DR/GR) areas of the City.**
- 7. The City of Bonita Springs opposes any effort to allow fracking in and around the Southwest Florida area.**
- 8. The City of Bonita Springs supports legislation that would allow pari-mutuel facilities within counties that have passed referendums to provide slot gaming.**

More GENERALLY, the City of Bonita Springs supports increased state funding for education (private, public and charter schools) and supports State sustainability initiatives including possible alternative sources of power and opposes any legislation that would pre-empt Home Rule protection.

CITY OF BONITA SPRINGS, FLORIDA
PROPOSED SHORT LIST OF LEGISLATIVE FUNDING PROJECTS – 2020-21

1. Imperial Bonita Estates, Quinn, Downs, and Dean Street west of Imperial Parkway Home Elevation and Buyout Program: This ongoing Project's goal is to ensure that Bonita Springs residents are out of "Harms Way" when it comes to structure flooding. As we have previously shared with our Legislative Delegation, the neighborhoods along Imperial Parkway and Bonita Beach Road have experienced repetitive riverine flooding with the most recent events occurring in 2008 during Tropical Storm Faye and in the fall of 2017 with the arrival of Hurricane Irma. Structure flooding, in both instances, persisted for 4 weeks or longer. The project would provide funding to assist in elevating effected homes, as well as assist in home buyout. The City has already invested City funds in the amount of \$141,000 in storm water modeling studies of the area; and has leveraged the results of those studies in developing successful grant awards for the design & construction of infrastructure projects totaling \$11 Million. In addition, the City has received \$5million for its ongoing home buyout program. The scale of the flooding problem necessitates that the City pursue multiple solutions, as infrastructure alone will not remedy the problem, and there remains a funding shortfall for the City's voluntary home buyout program. This funding request will assist the City in the development of demonstration home elevation projects as well as provide a subsequent source for the home buyout program.
2. Septic tank conversion to sanitary sewer. The City of Bonita Springs will coordinate with Bonita Springs Utilities on septic tank conversion projects as funding opportunities become available that meet water quality improvement standards, (costs to be determined on a project basis).

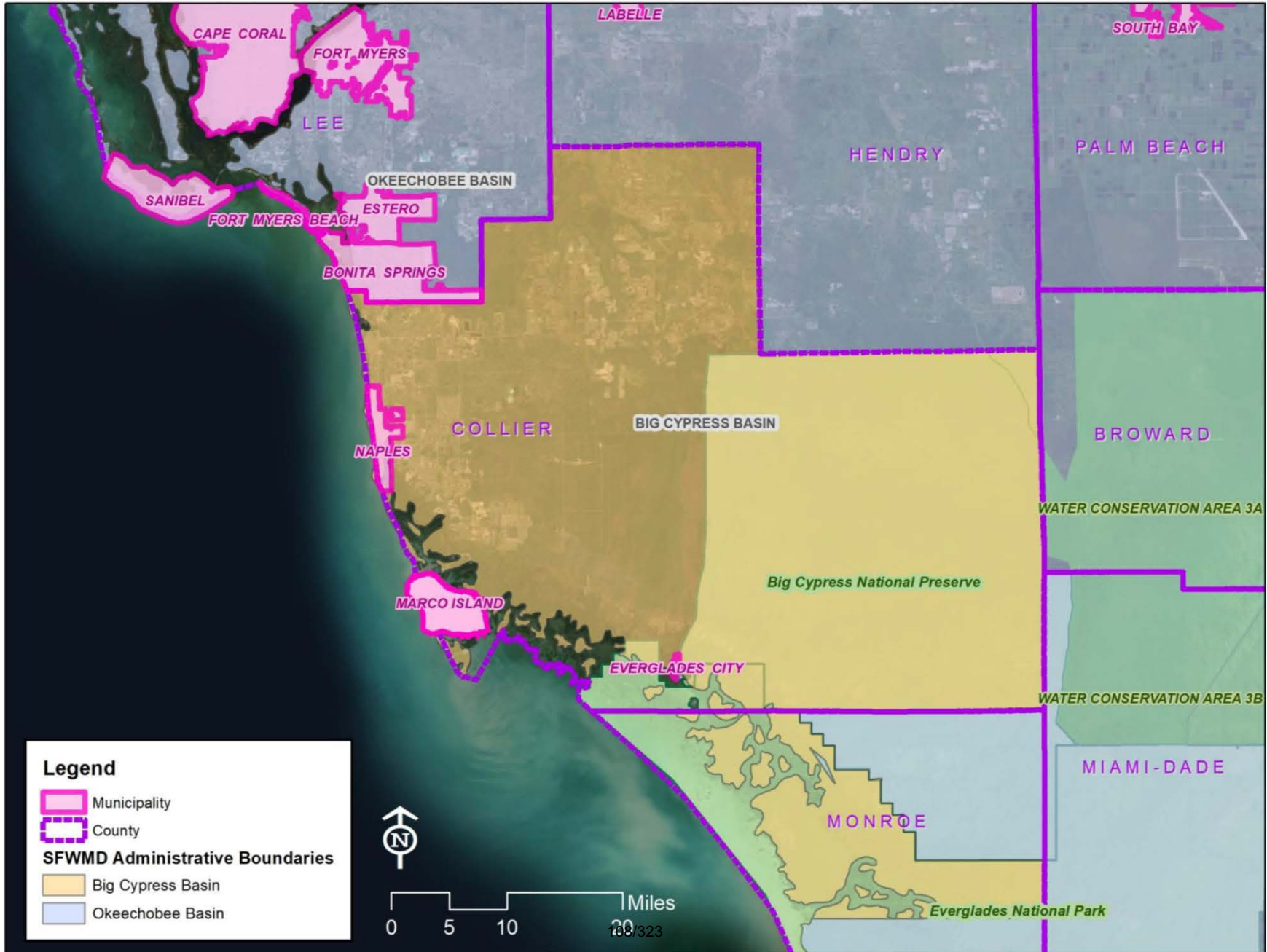
BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-12-368
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Discussion on the South Florida Water Management District Report regarding the Big Cypress Basin boundary study and direction to Staff.		
MEETING DATE: 12/16/2020		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Arleen M. Hunter City Manager And 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:		
On November 18, 2020, the Big Cypress Basin Board received a presentation regarding a study that the South Florida Water Management District conducted with the intent of recommending the most appropriate geographic boundaries of the Big Cypress Basin. This report was a legislative requirement from the 2020 Legislative Session for purposes of identifying the scientific boundary of the Big Cypress Basin. It required the proposed boundaries to be based solely upon the common watershed within the Big Cypress Basin and scientifically supported. The completed study and recommendations must be submitted to the Governor, the President of the Senate, and the Speaker of the House of Representatives by February 1, 2021. The City was contacted by the Basin inquiring as to whether the City had or would be taking a position similar to that of Lee County, which is: "support of implementation of the legislatively required study to determine hydrological boundaries of the Big Cypress Basin resulting in a larger district that includes the portion of Lee County within the watershed." Staff will be requesting direction by City Council as to whether the City wishes to amend its Legislative Priorities to include the City's potential inclusion in the Big Cypress Basin District. Attachments: South Florida Water Management District Report Lee County State Legislative Priorities		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #1 Improve storm water management #3 Strengthen/enhance City finances		
STAFF RECOMMENDATIONS: Council's pleasure		
REVIEWED BY:		
City Manager:	<u>Arleen Hunter</u>	
City Attorney:	<u>Derek Rooney</u>	
City Clerk:	<u>Debra Filipek</u>	
Department Director:	<u>Matt Feeney</u>	
COUNCIL ACTION:		
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER		

Background



The South Florida Water Management District shall conduct a study to recommend the most appropriate geographic boundaries of the Big Cypress Basin. The proposed boundaries shall be based solely upon the common watershed within the Big Cypress Basin and must be scientifically supported. The completed study and recommendations must be submitted to the Governor, the President of the Senate, and the Speaker of the House of Representatives by February 1, 2021.

HB No. 5001



Big Cypress Basin Boundary Delineation

October 29, 2020

Jeff Iudicello, Ph.D., P.E., Lead Engineer, H&H
Eric Flaig, Ph.D., P.E., Lead Engineer, H&H (ret.)
Jason Godin, Section Leader, H&H

OUTLINE

- Introduction
- Science-based approach to watershed delineation
- Description of methodology
- Revision of the BCB boundary
- Results of proposed boundary revision
- Next Steps

Introduction

➤ Florida Chapter 2020-111, House Bill No. 5001:

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- Implement a scientifically supported approach
- Submit to State authorities in Tallahassee by Feb. 1, 2021

Science-Based Watershed Delineation

- Divides regional land areas into smaller units or watersheds *based on physical laws*
- Considers the actual environmental features of a landscape
- Land elevation is a key factor defining runoff from rainfall
- Other physical factors:
 - Land use
 - Man-made improvements to drainage features
 - Animal habitats
 - Subsurface properties of aquifers

Science-Based Watershed Delineation

- Based on measurements of physical properties
- Would be repeatable and verifiable by independent observation
- Considers a variety of sources of information

- Contrasting approaches may use political or legal factors to establish boundaries
 - Administrative boundaries (e.g. County lines)
 - Landowner property limits

Delineation Methodology

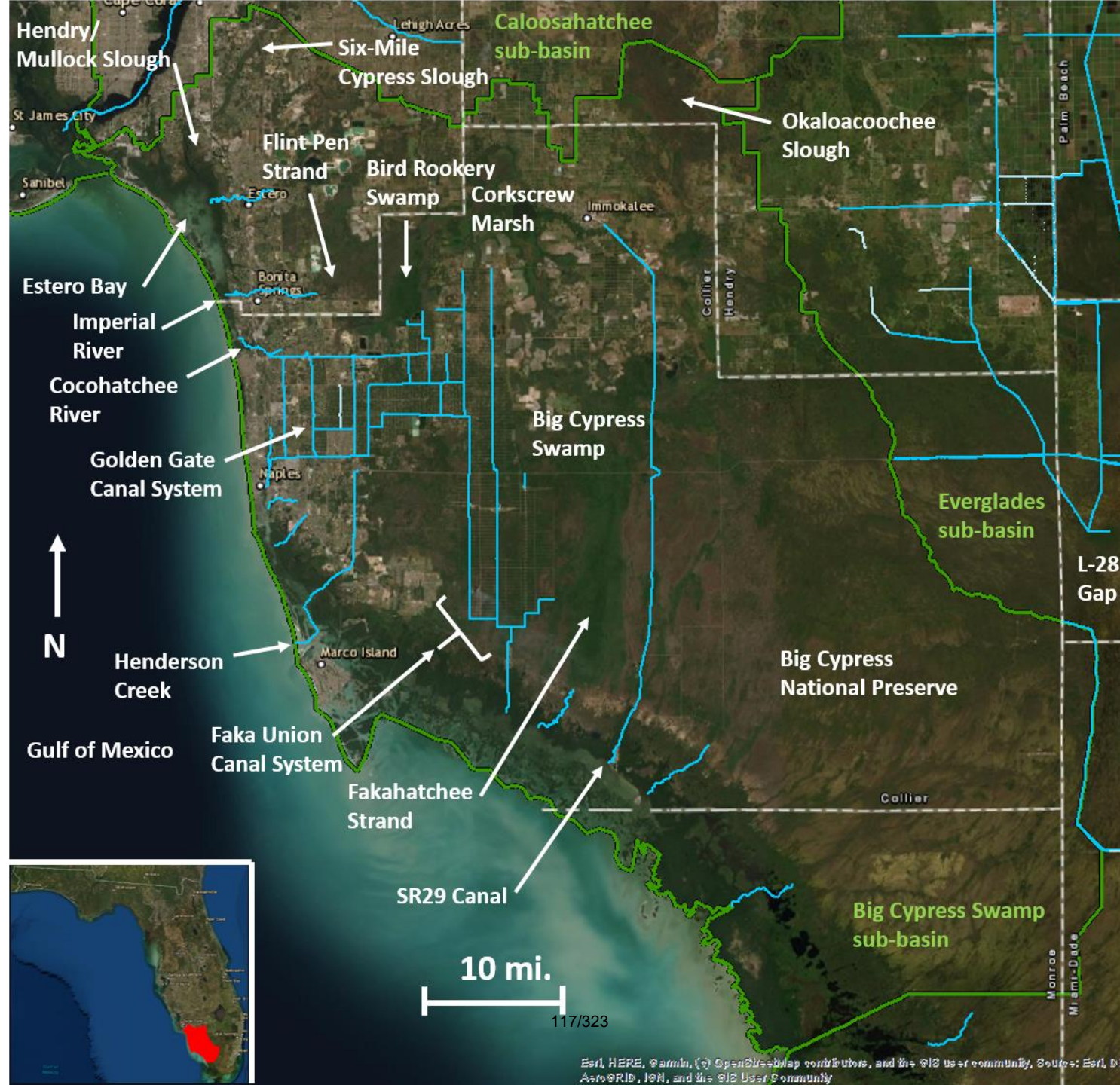
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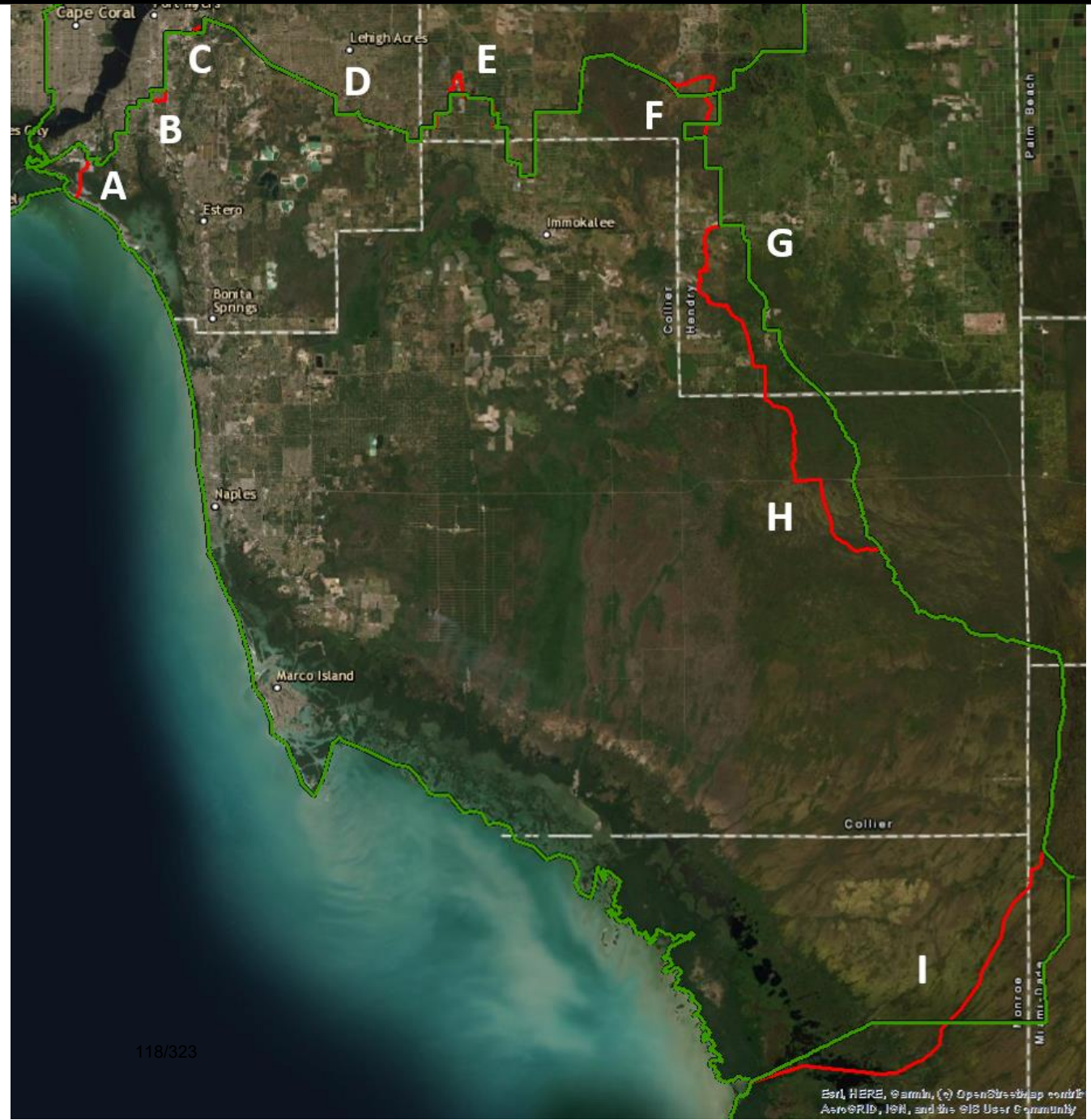
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 - Old county road maps, USGS quad sheets, etc., may provide additional useful info
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 - Seek additional review from subject matter experts

Definition of Terms

- Definitions from District's ArcHydro Enhanced Database (AHED)
- AHED District totals, from largest to smallest:
 - Basin – 4
 - Sub-basin – 12
 - Note: Big Cypress Swamp is a sub-basin
 - Watershed – 227
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- Earlier drainage studies or projects in other areas of the District may follow other definitions



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- B. Whiskey Creek
- C. Old Ft. Myers Wellfield
- D. SR82 Corridor
- E. Upper Corkscrew Swamp
- F. Okaloacoochee Slough
- G. CR846 & CR858
- H. L-28 Gap Boundary
- I. Coastal Sloughs



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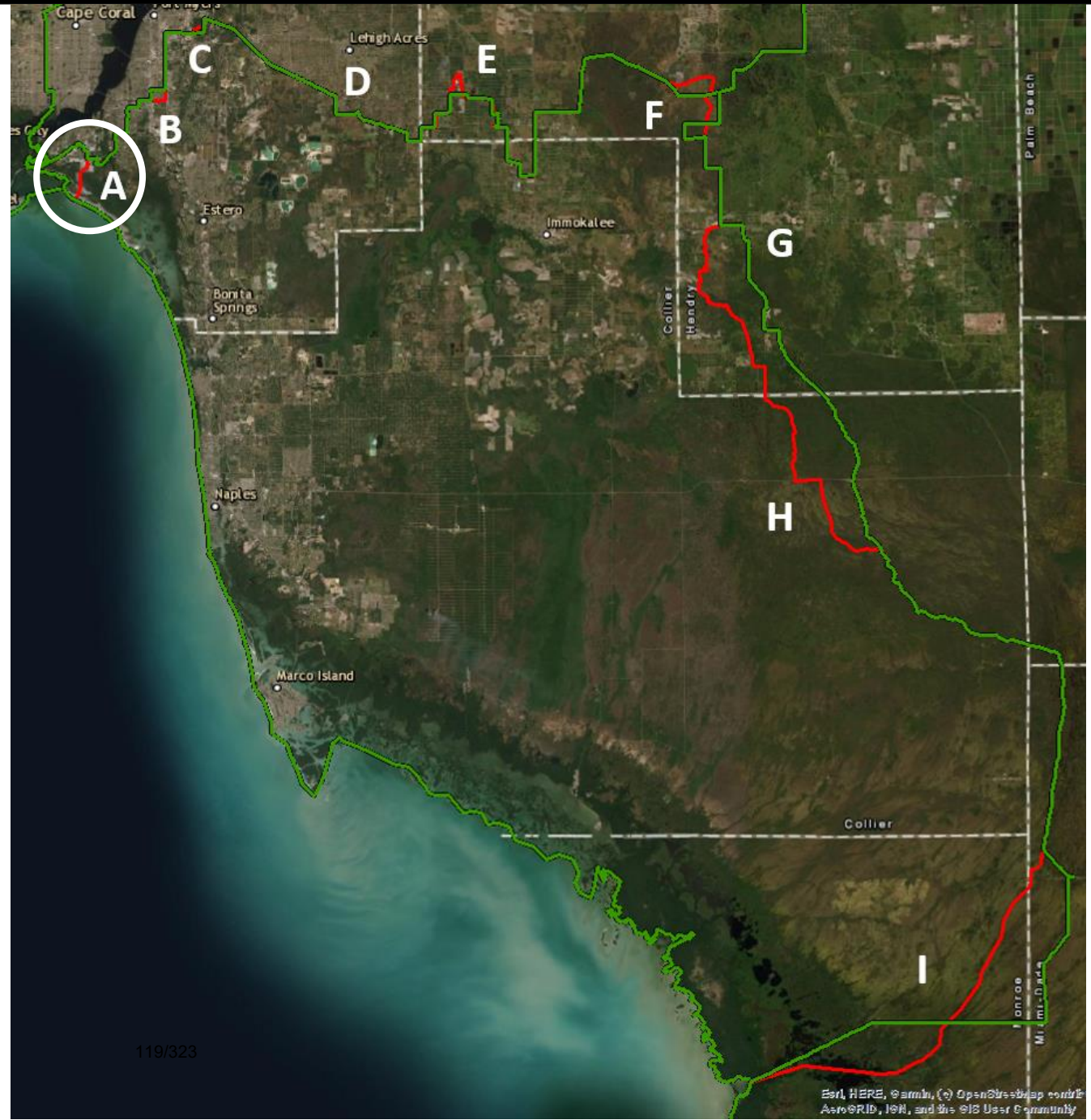
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Iona Drainage District
Factors:

- The IDD has existed since the 1920s.
- Accounts for improved drainage from new canals



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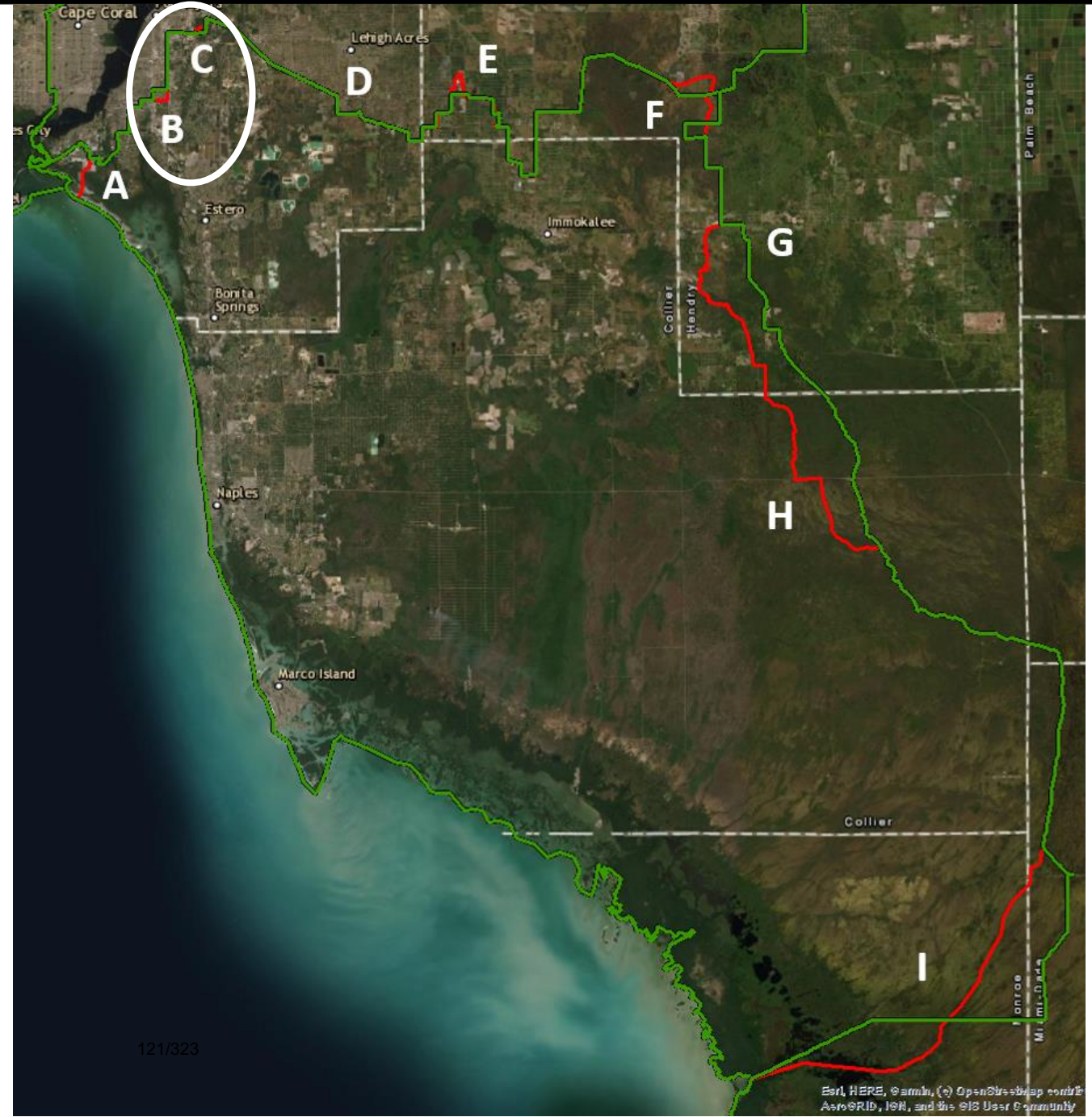
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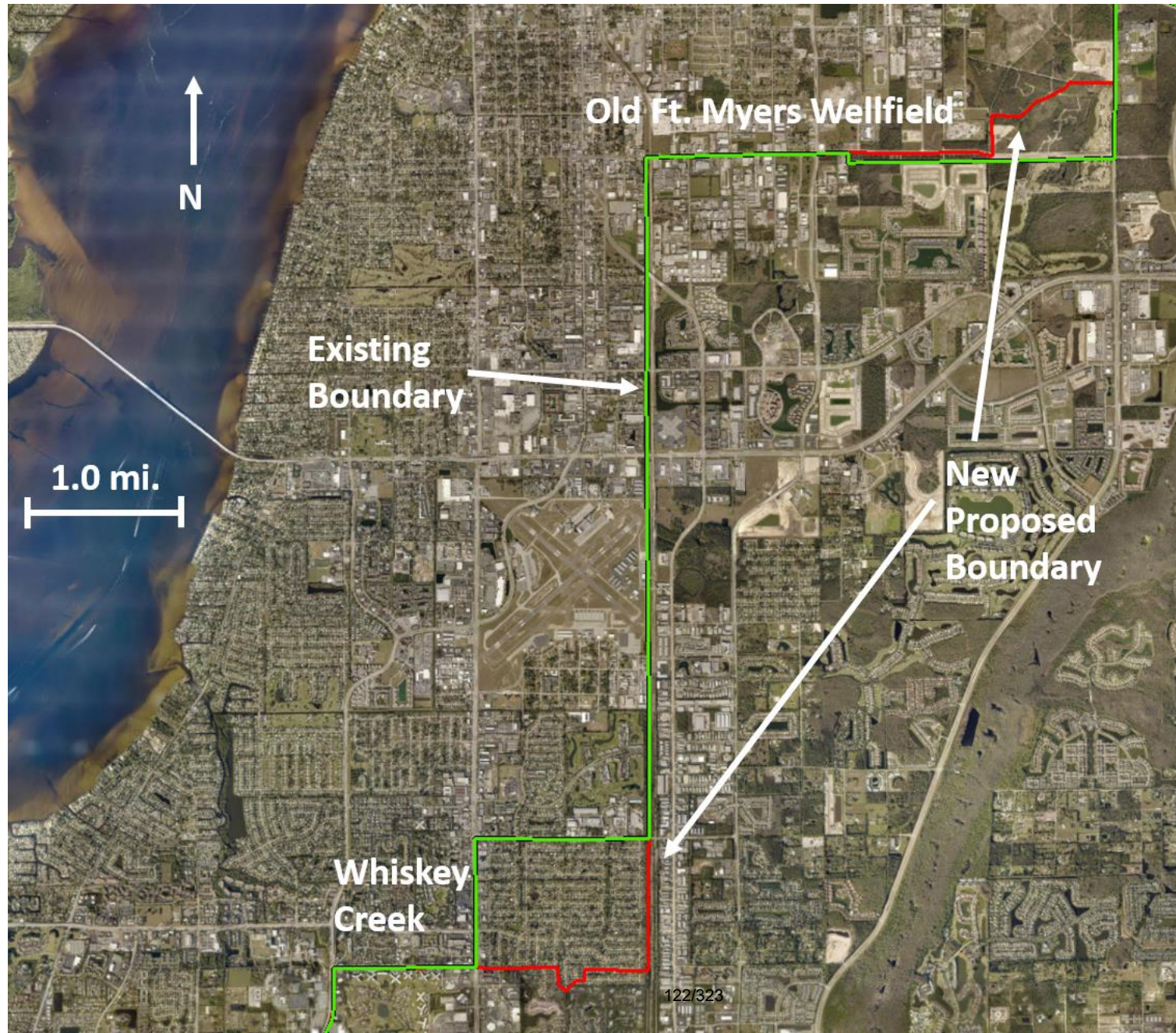
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Ft. Myers Wellfield
Factors:

- Accounts for new development and roads, changing land use

Whiskey Creek Factors:
-LIDAR confirmed drainage patterns

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B. Whiskey Creek

C. Old Ft. Myers Wellfield

D. SR82 Corridor

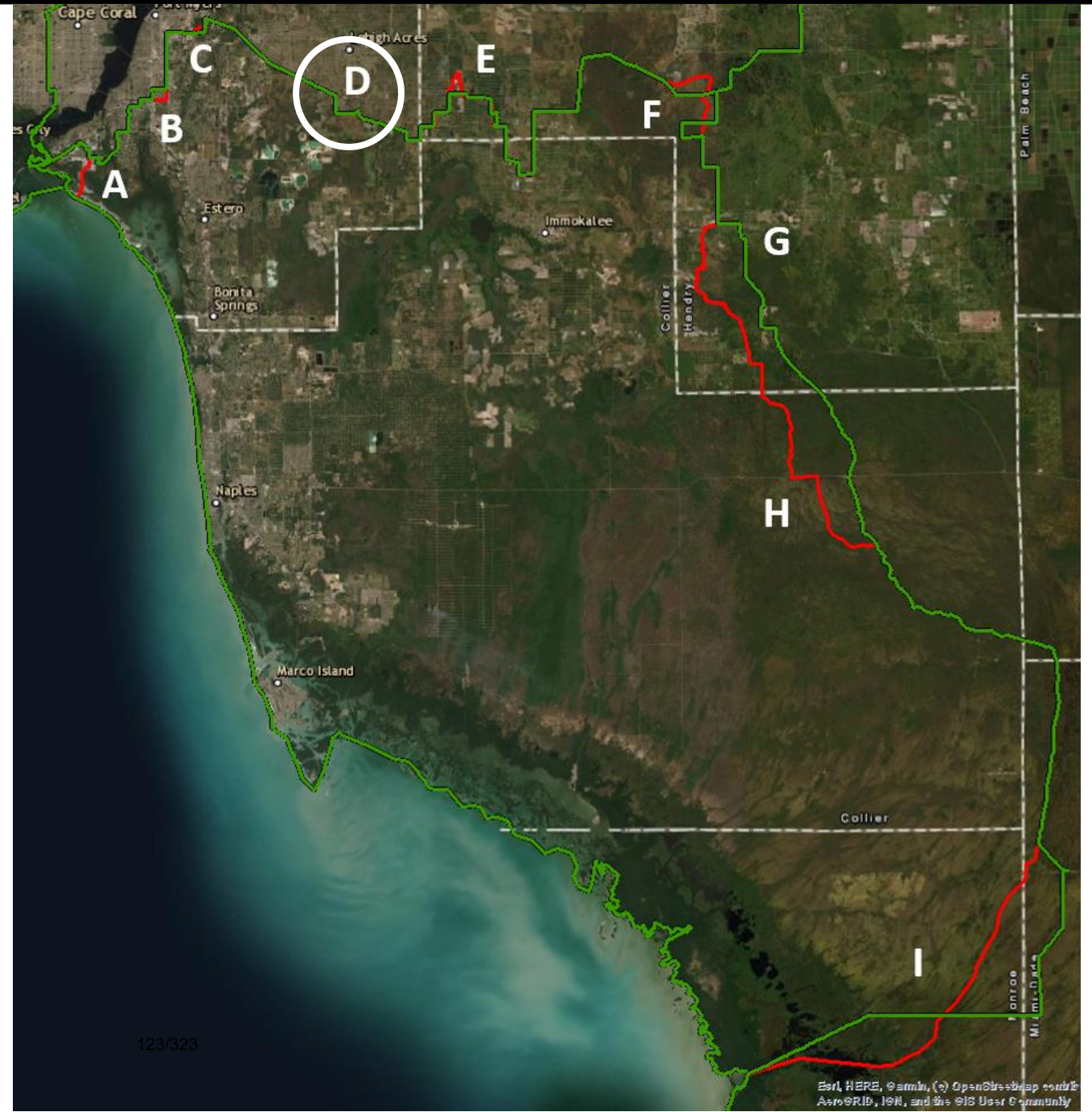
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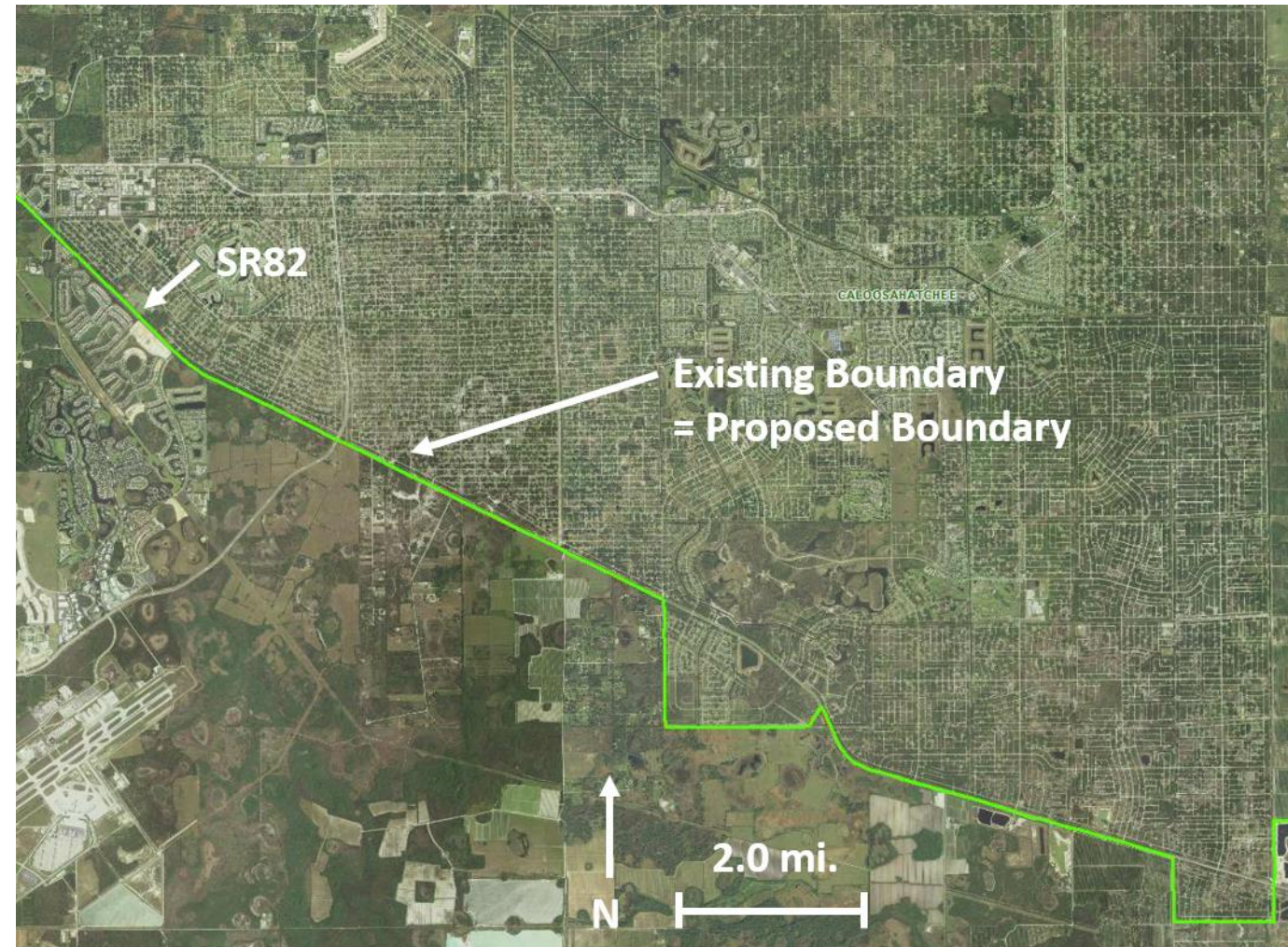
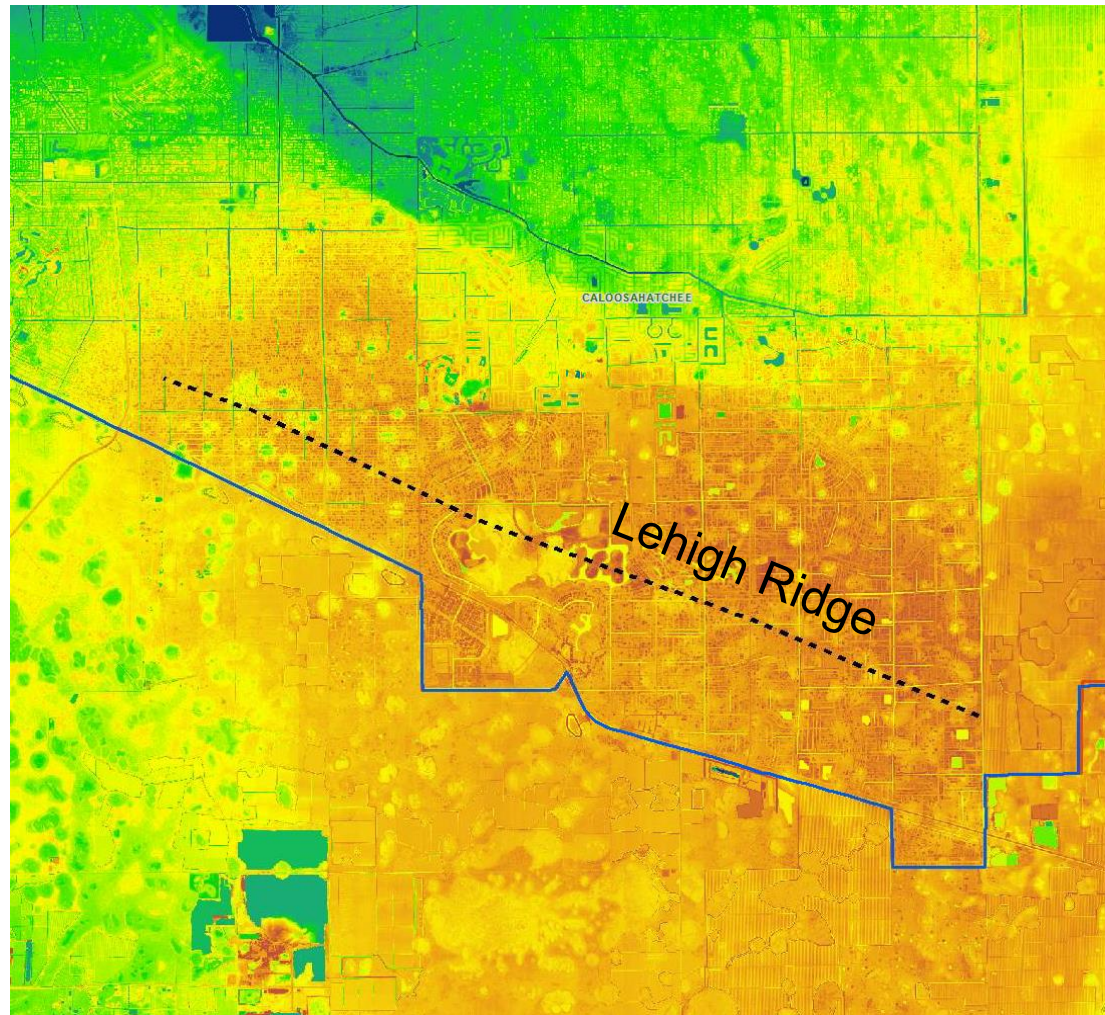
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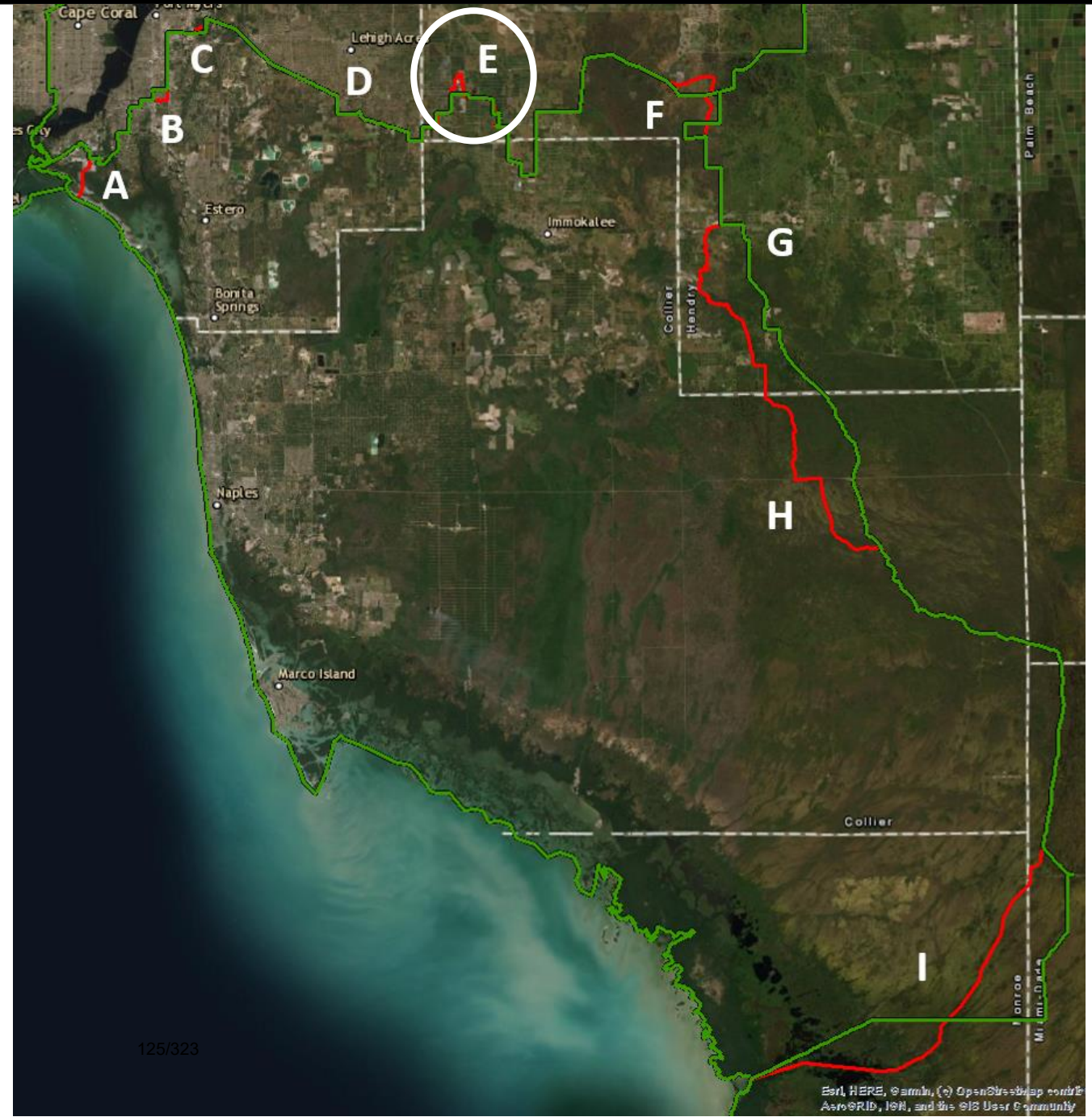
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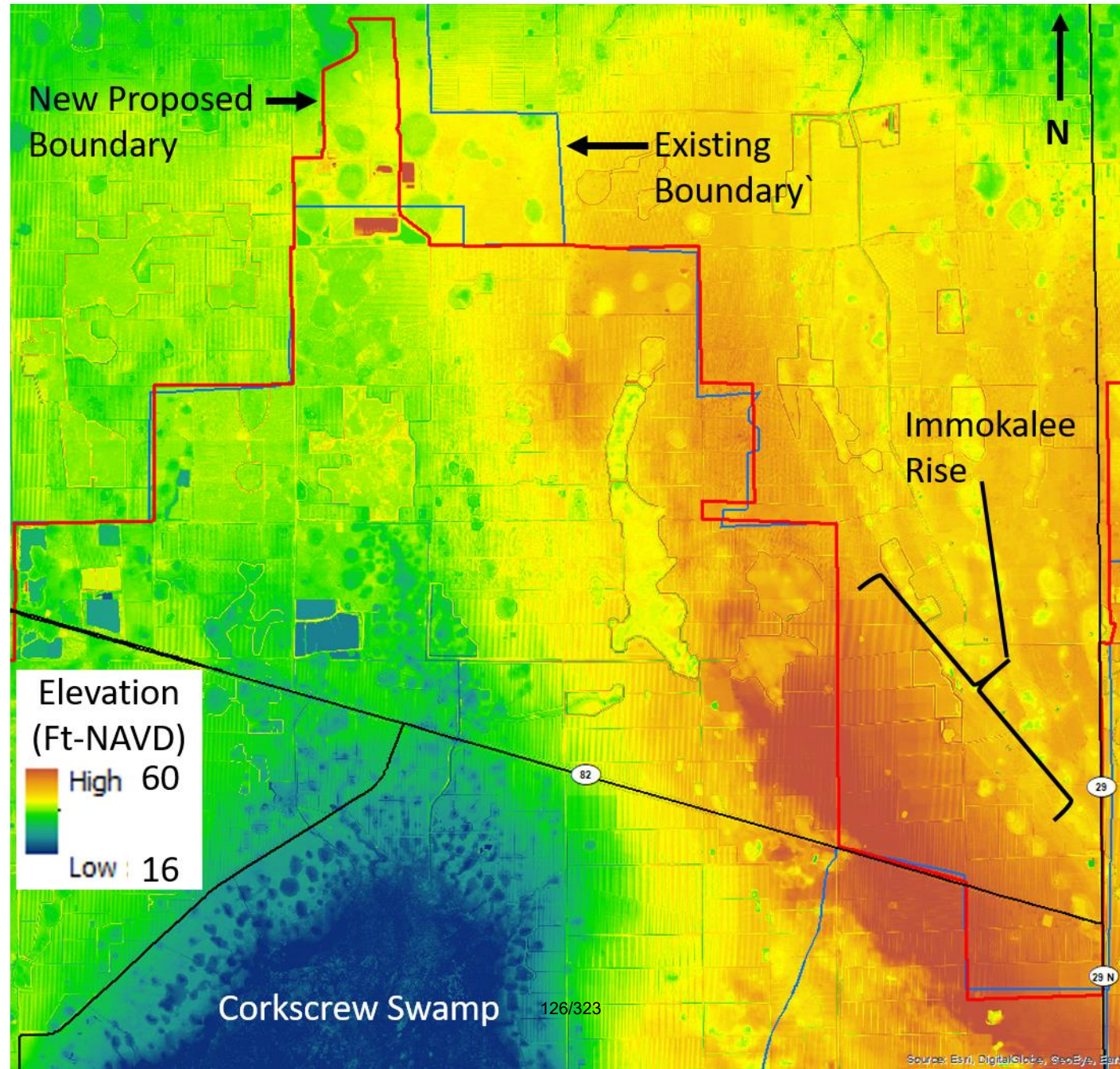
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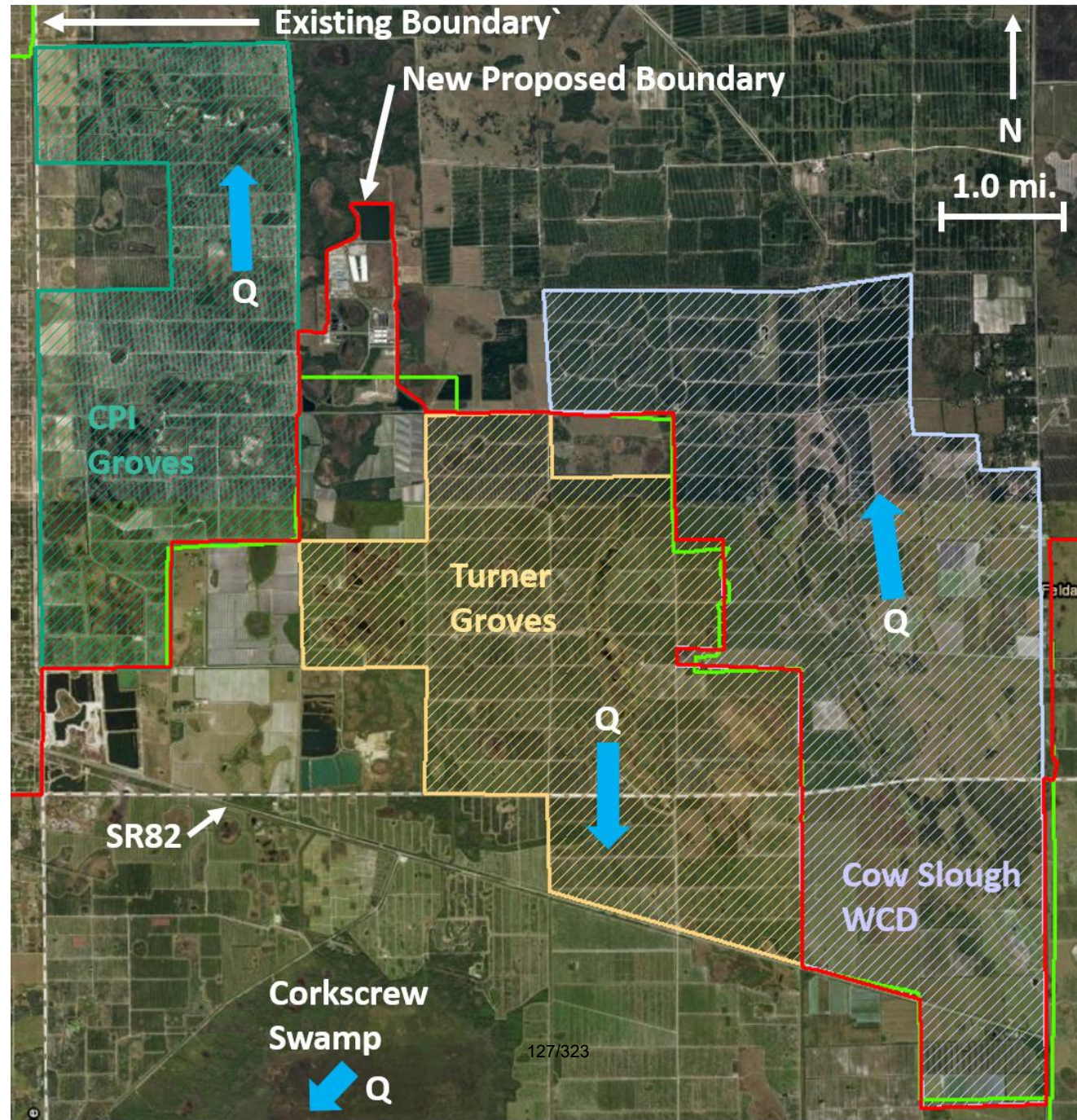
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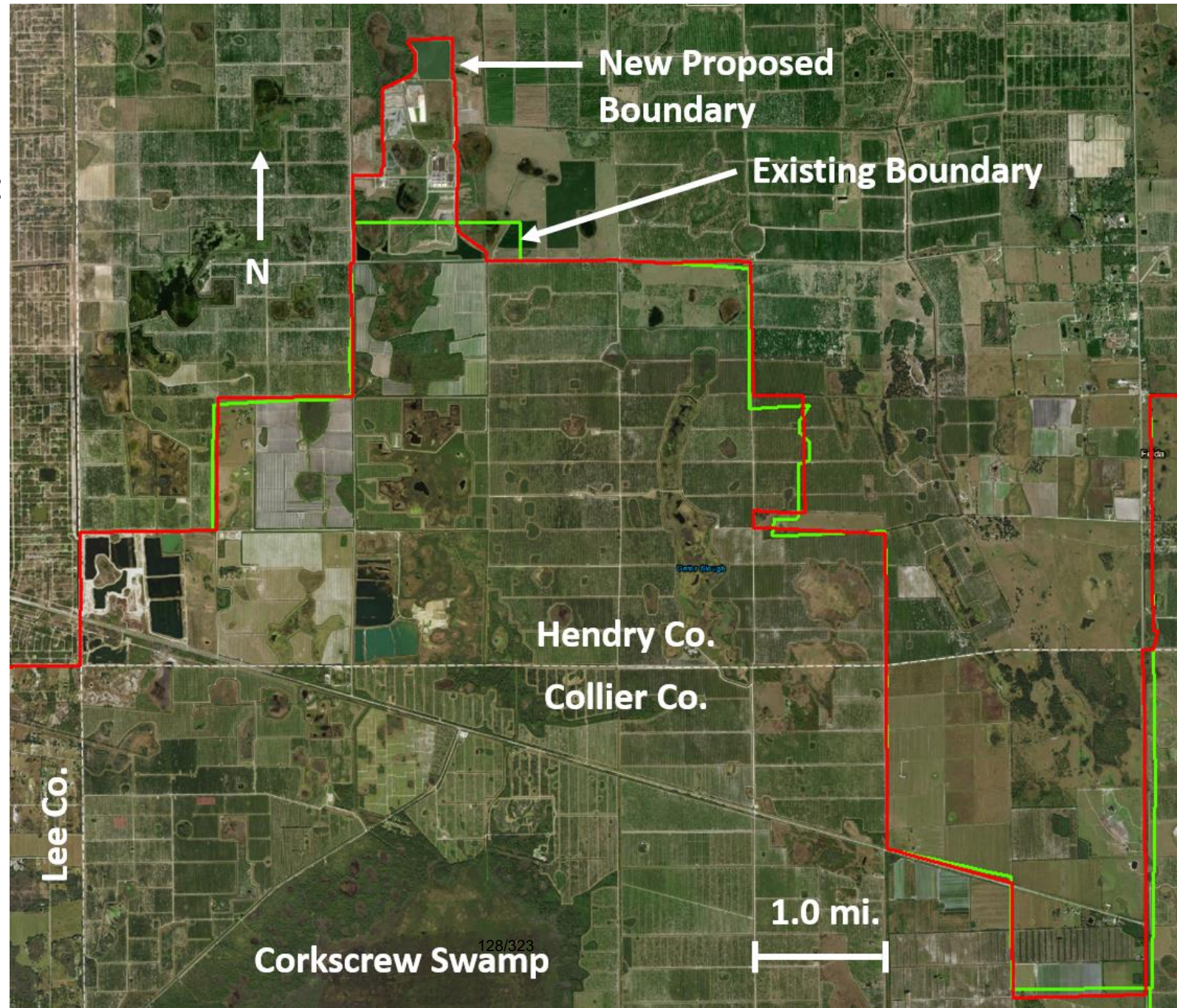
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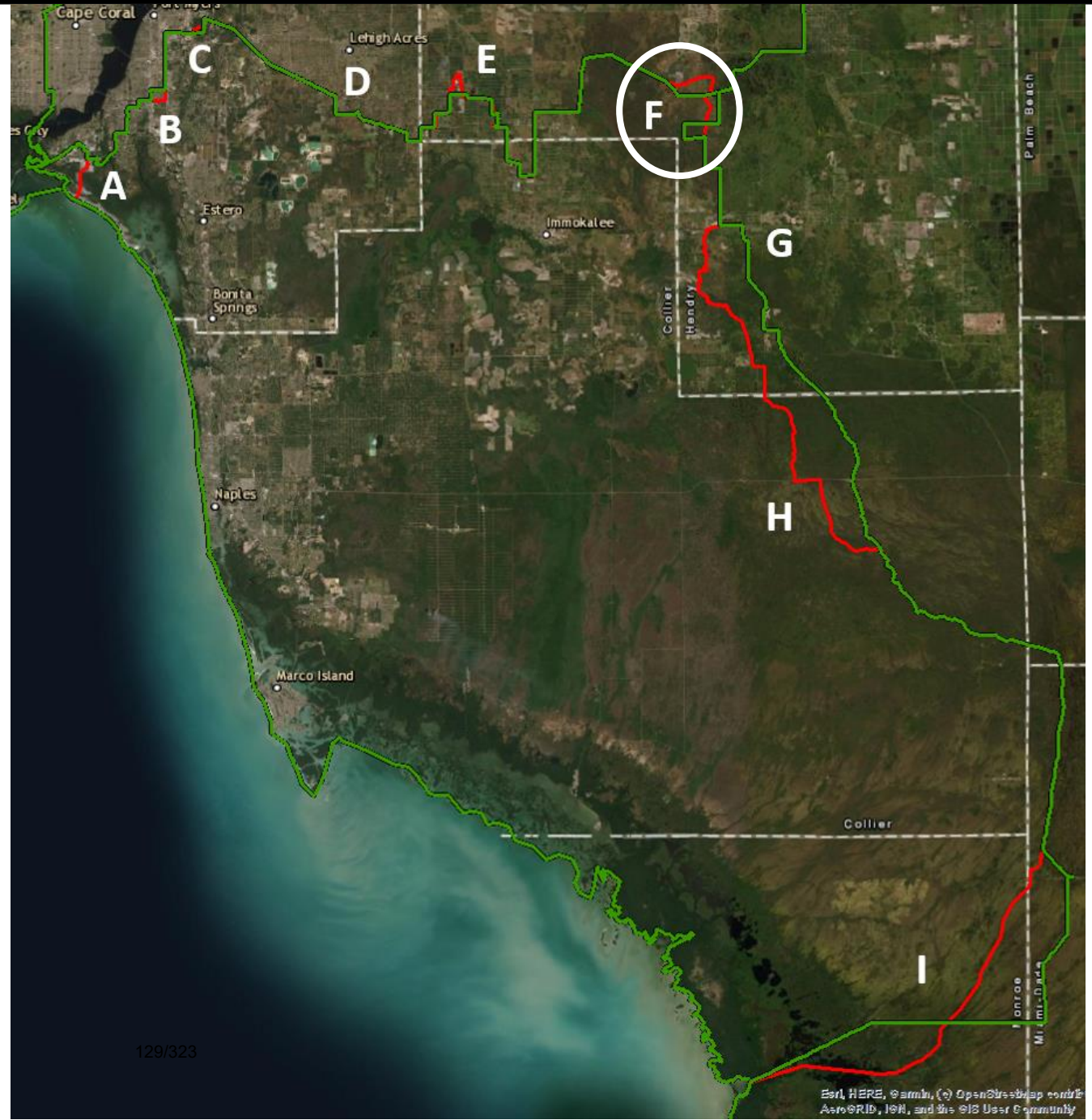


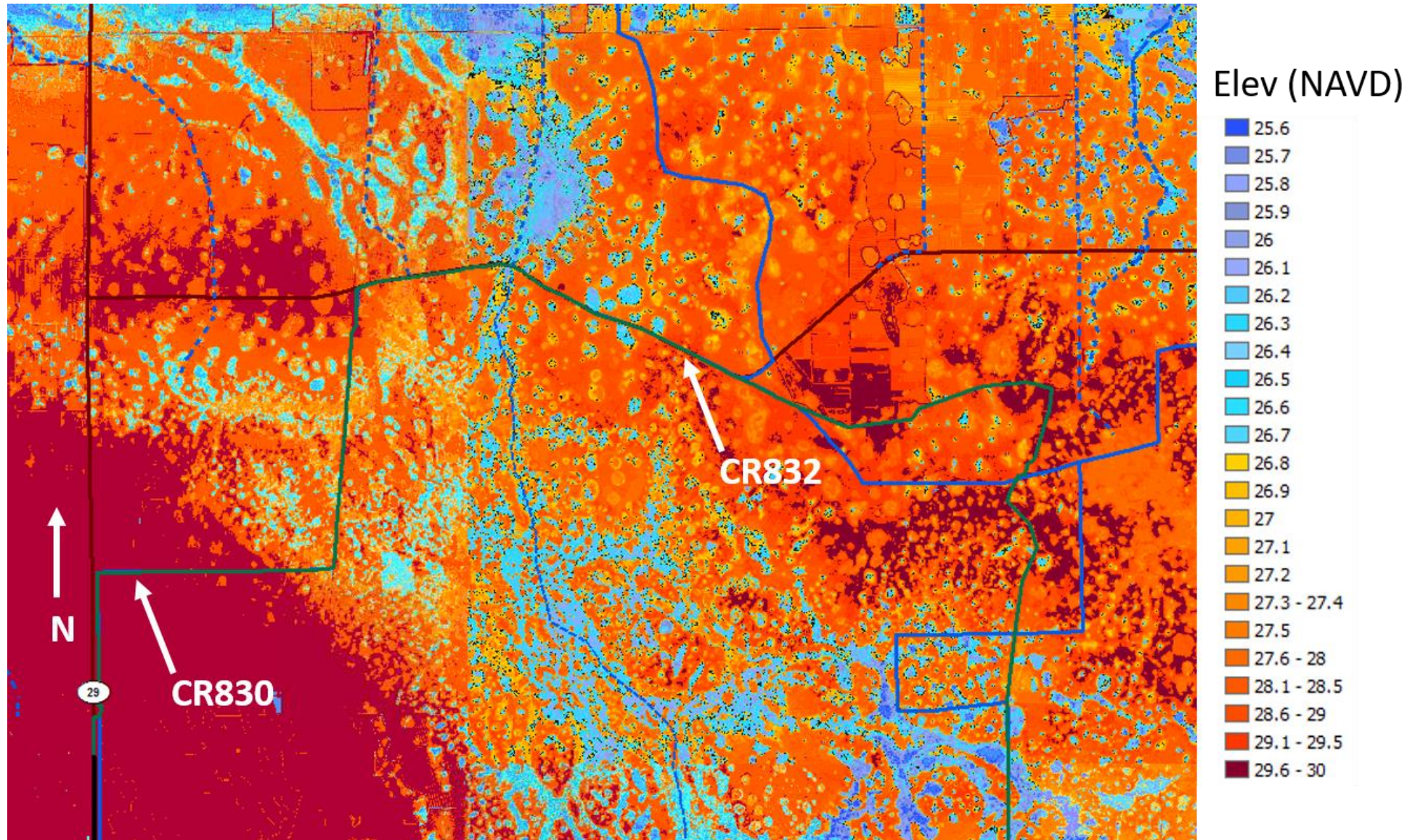


Upper Corkscrew Factors:
 -Better accounts for
 drainage from permitted
 management systems

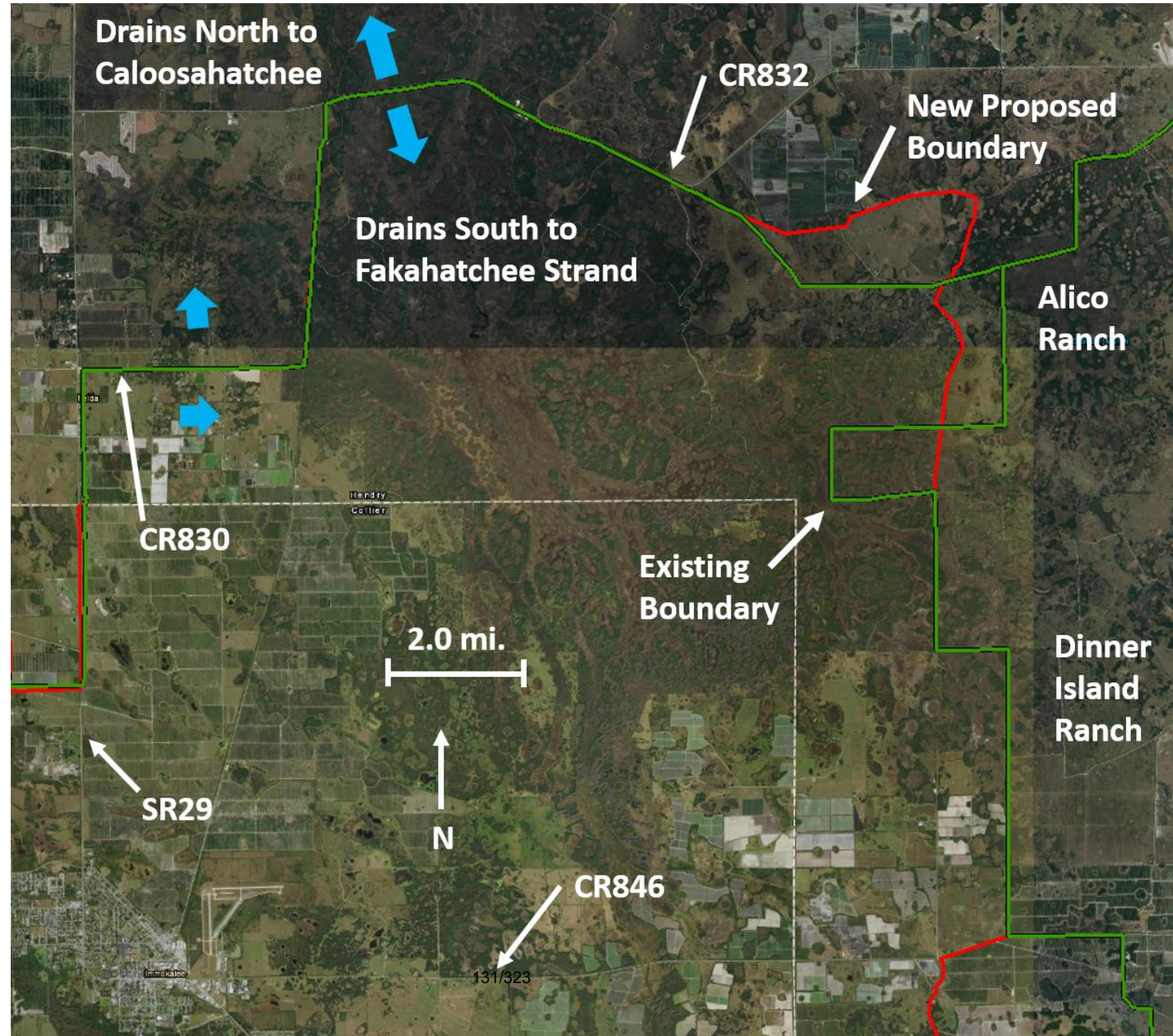


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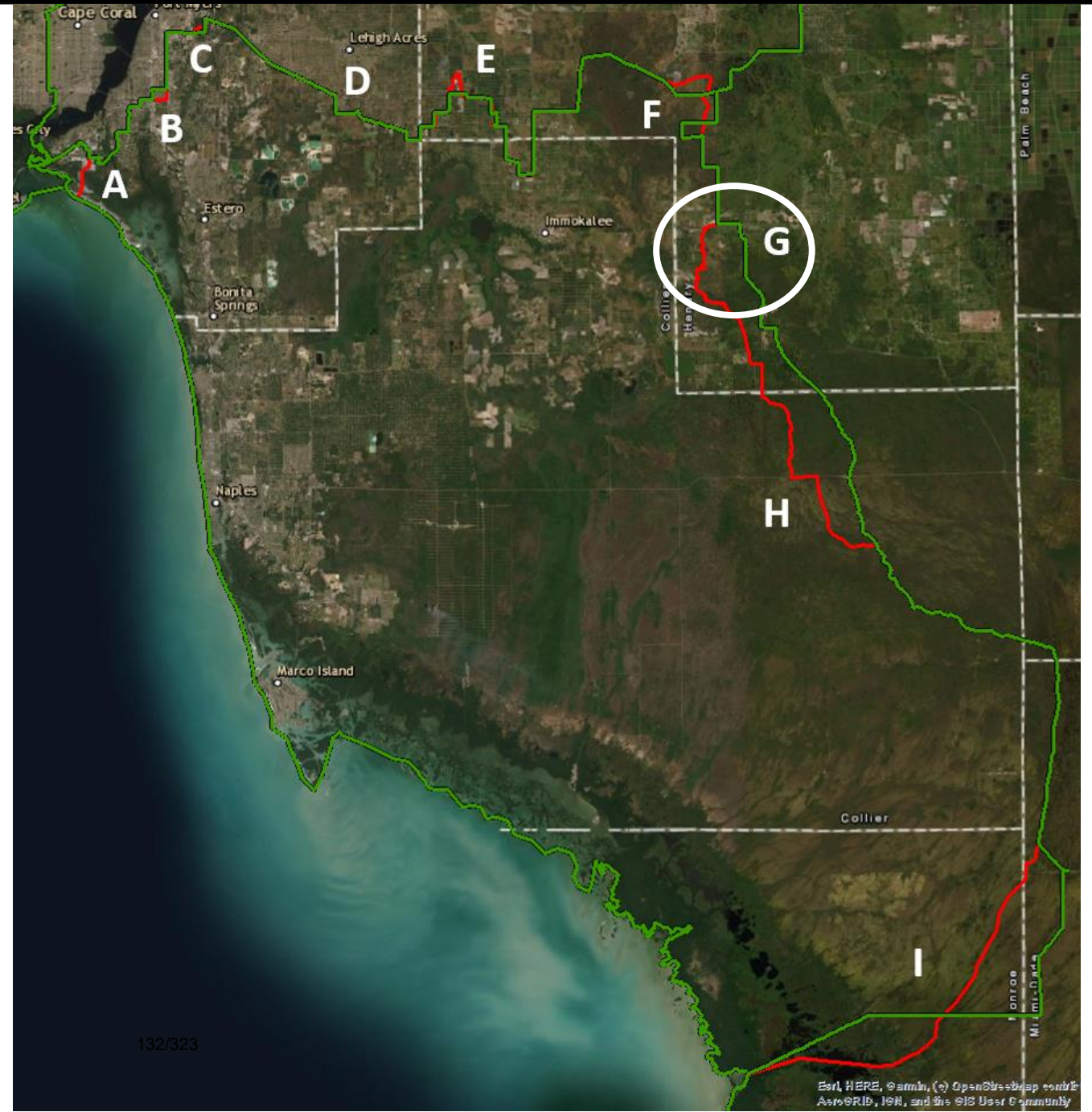




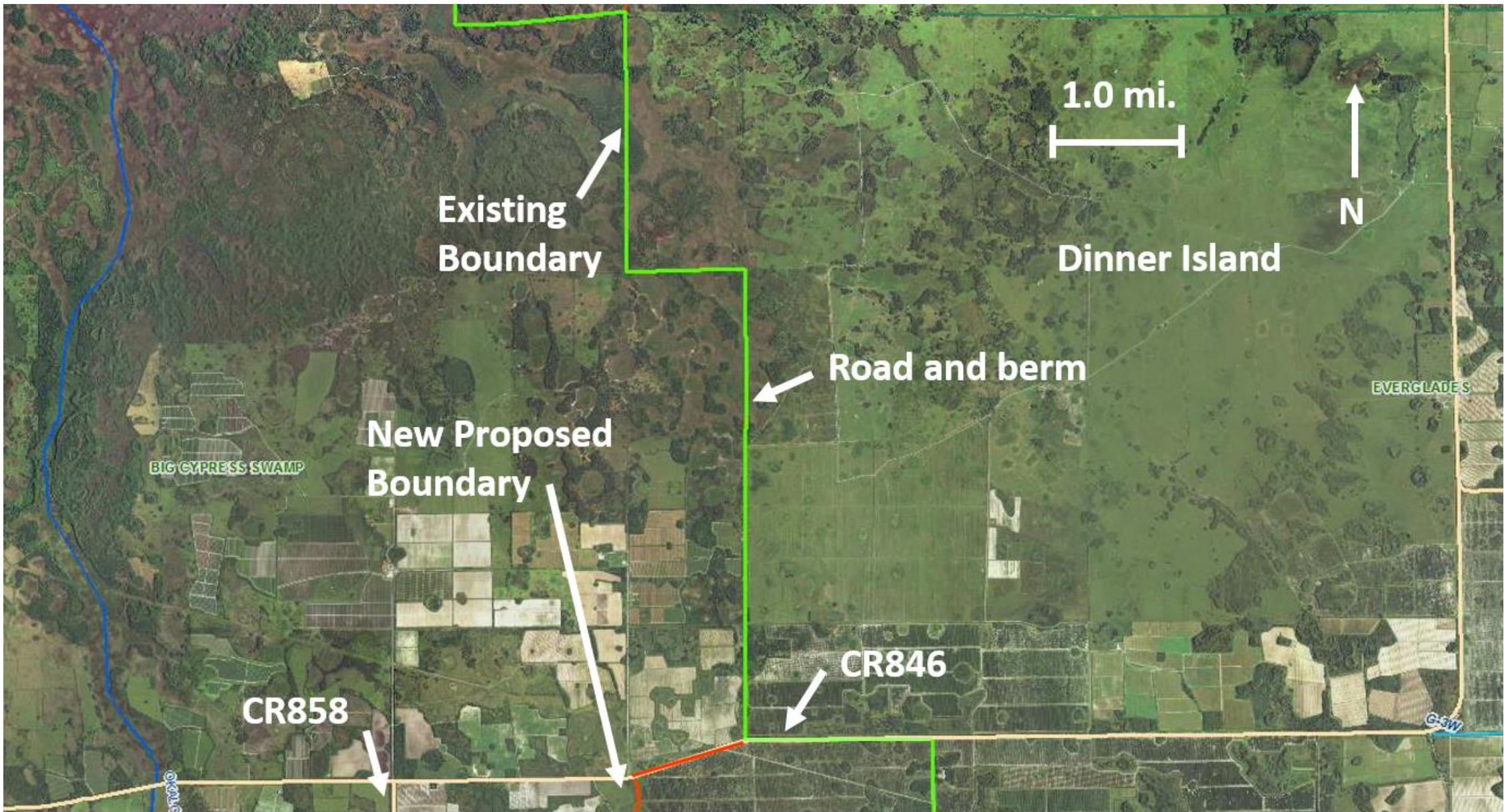
OK Slough Factors:
 -Culverts provide
 drainage from Alico to
 OK Slough, confirmed
 with LIDAR



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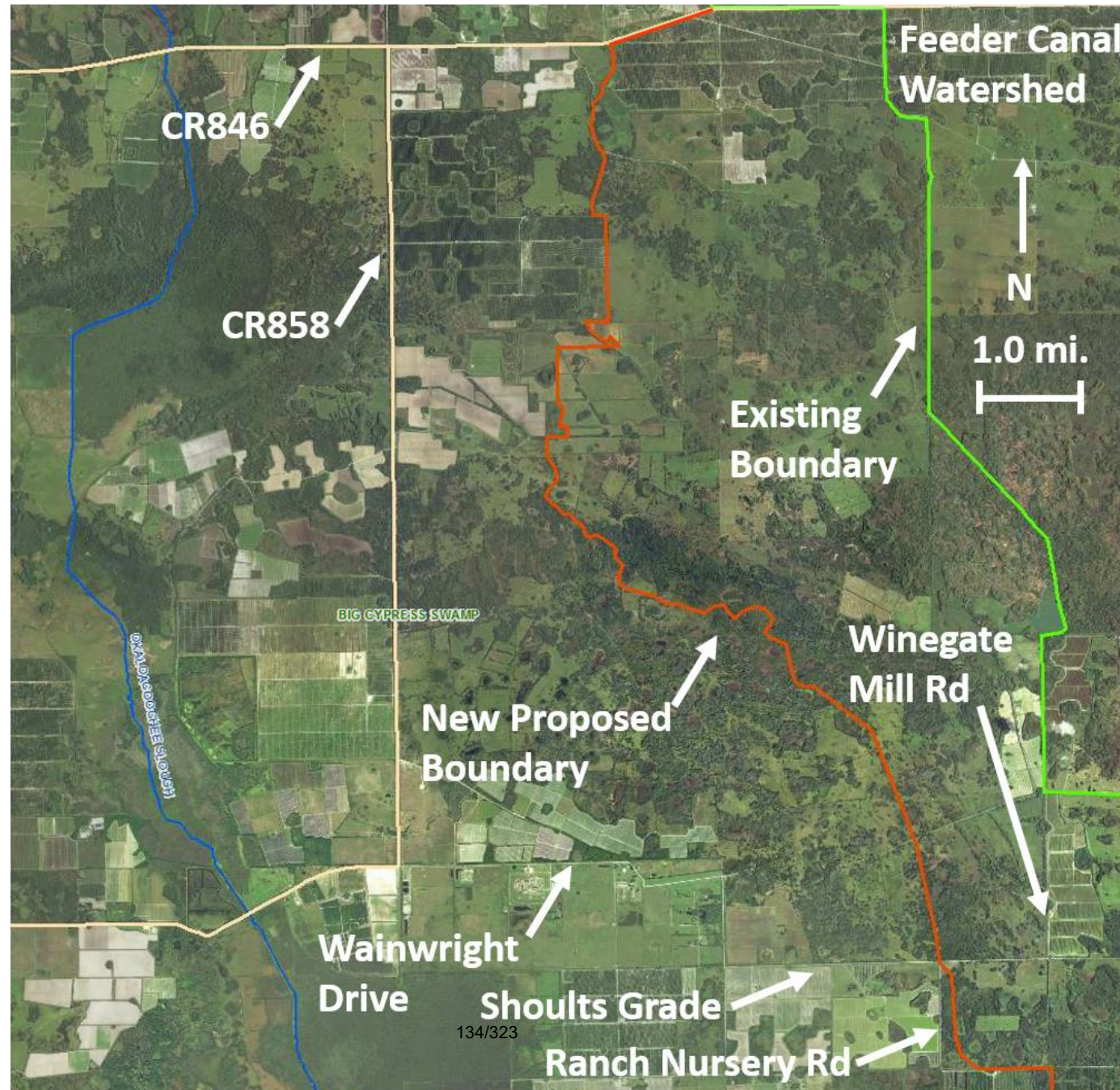


Upper
Region

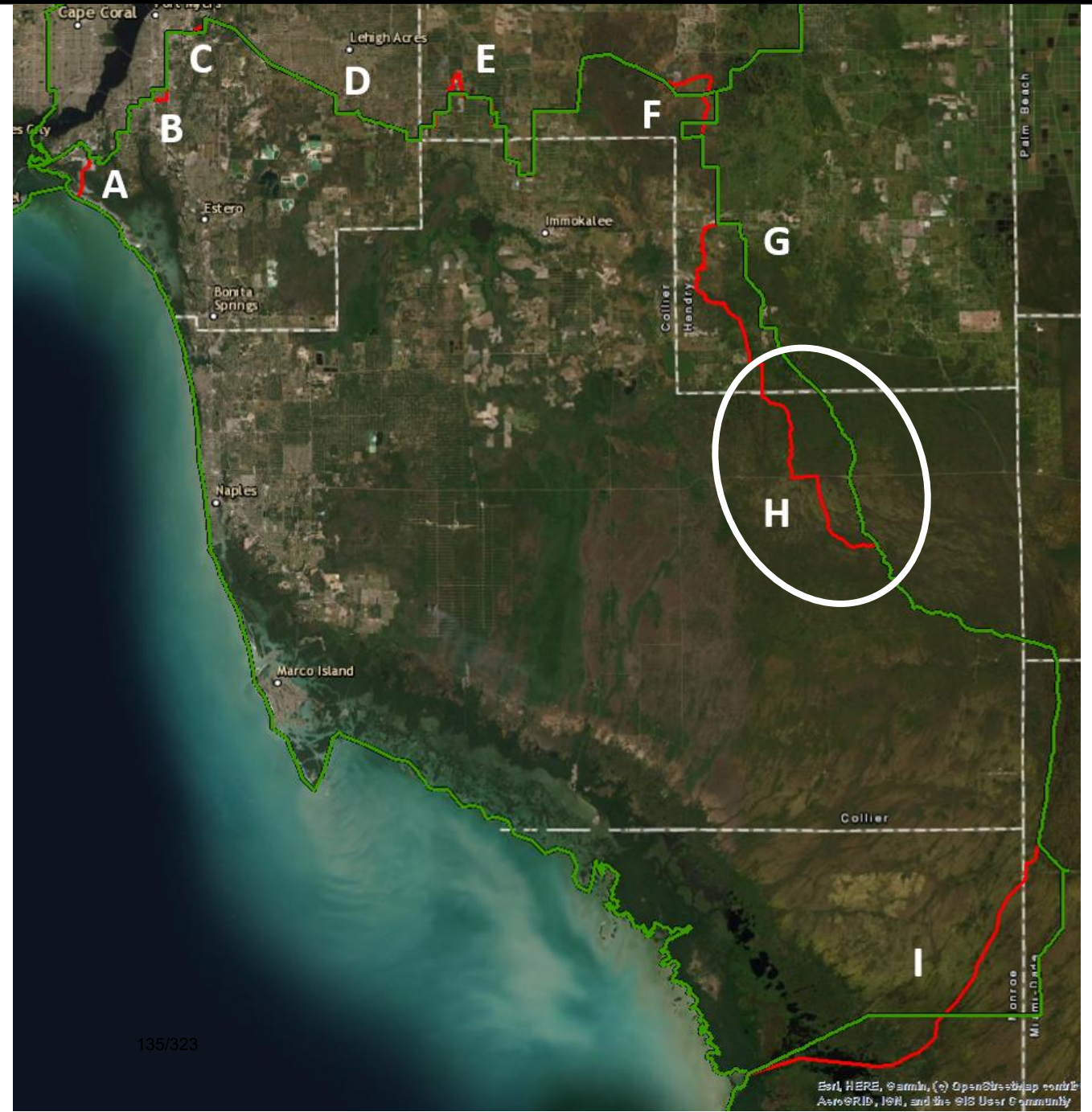


Lower
Region

CR846 & CR858 Factors:
-Accounts for topographical
ridge and culverts, confirmed
by LIDAR

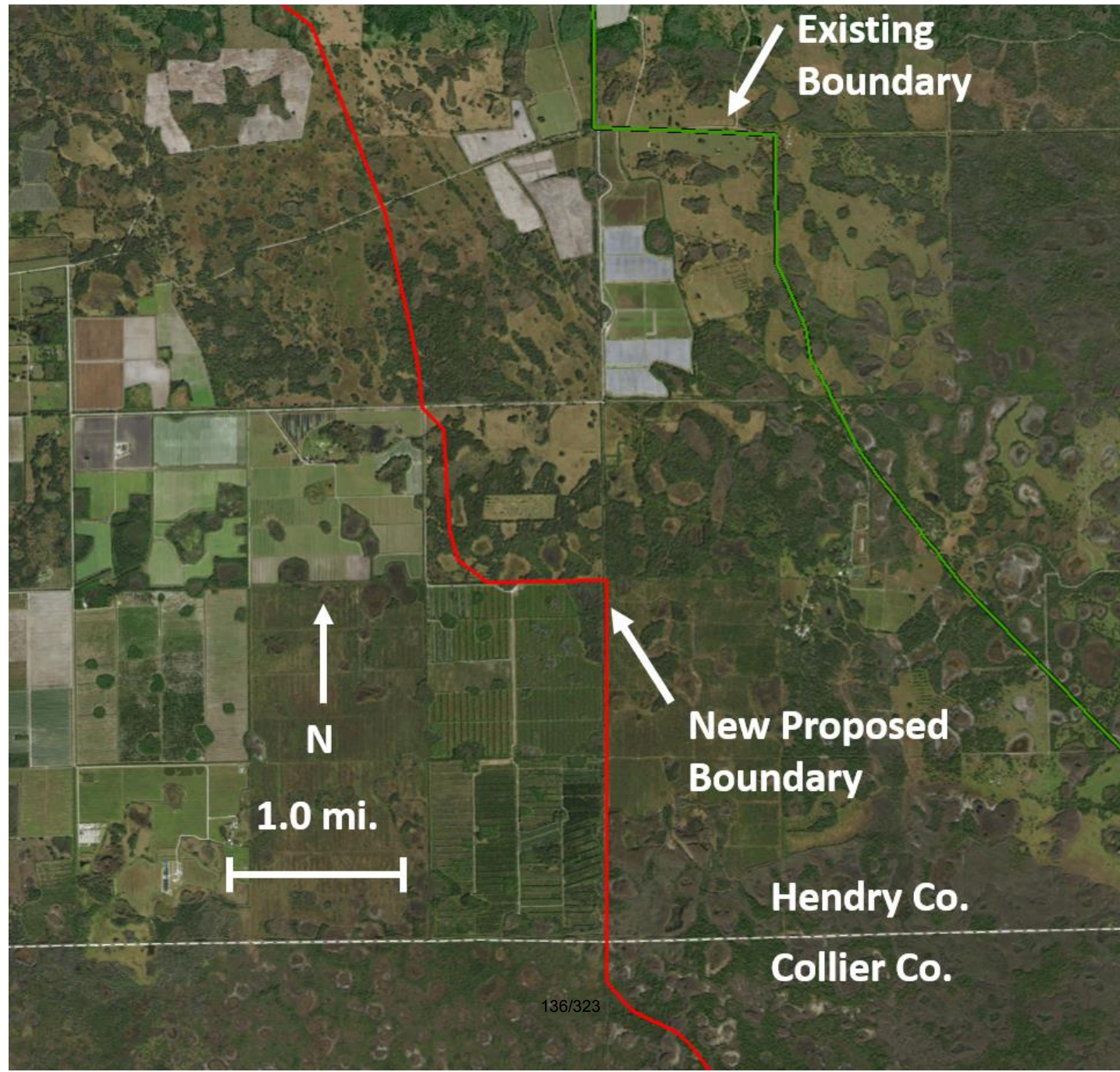


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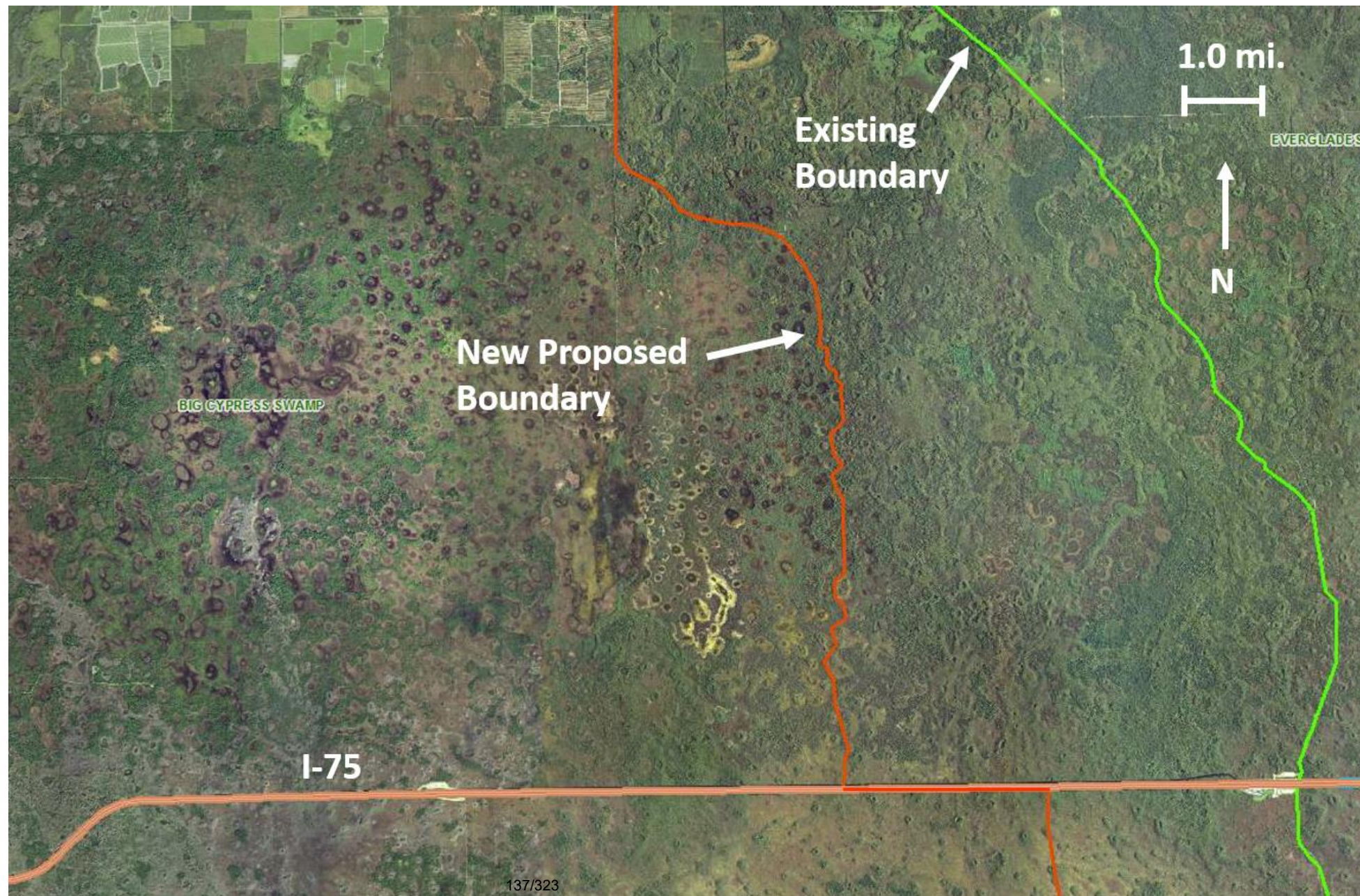
Upper
Region

L-28 Gap Factors:
-Better accounts for
topographical ridges,
confirmed with LIDAR



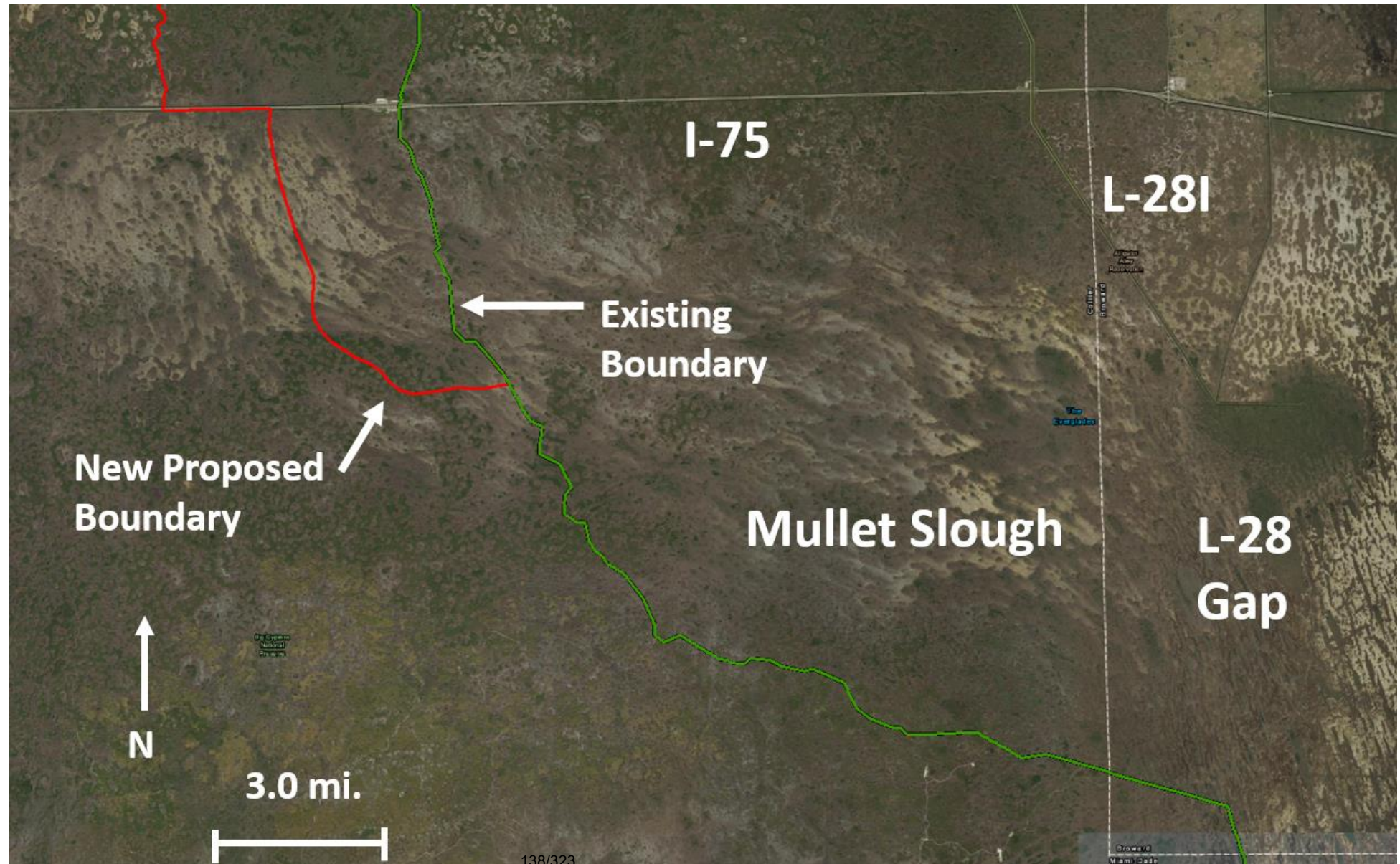
Middle
Region

L-28 Gap Factors:
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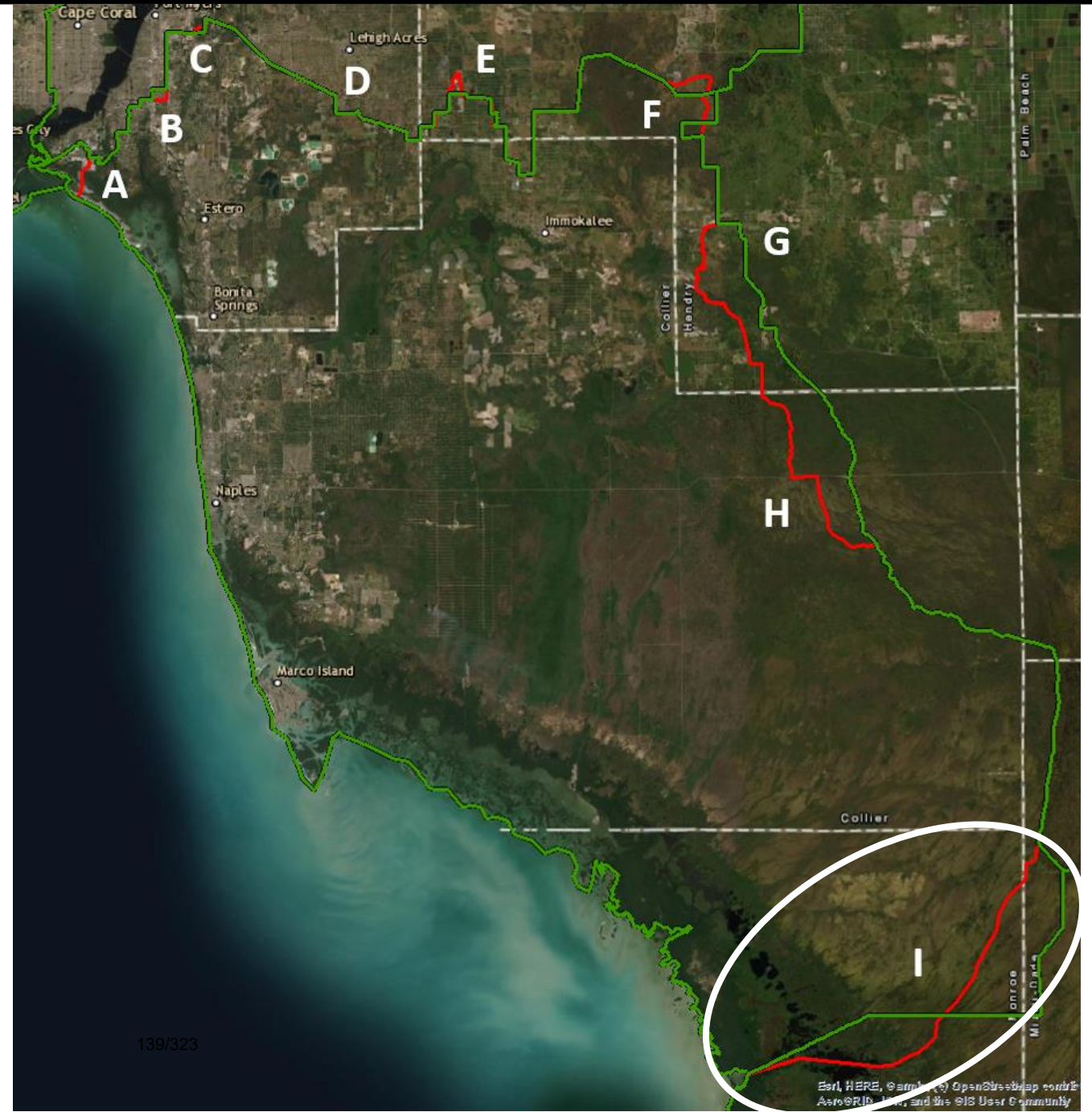


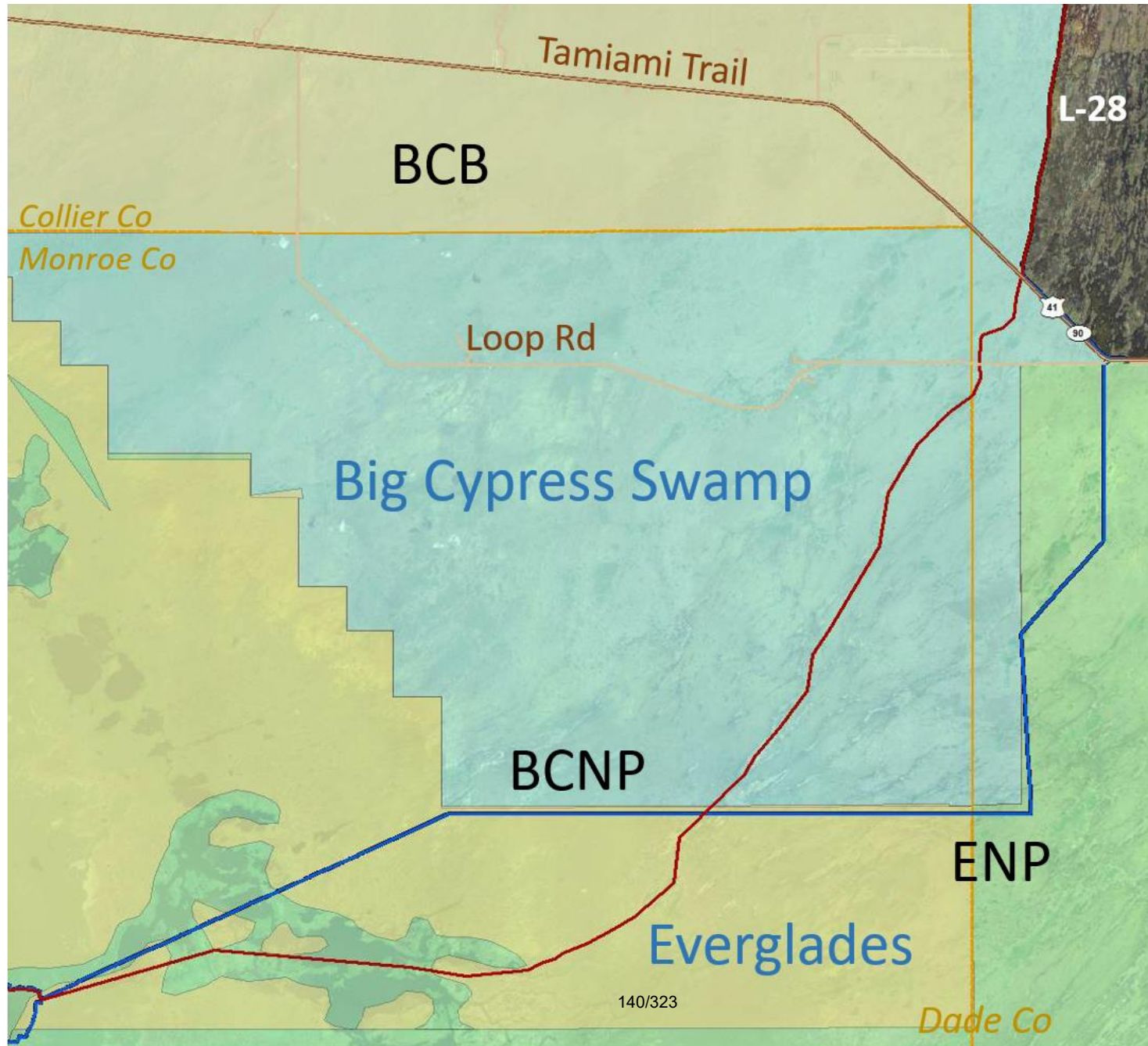
Lower
Region

L-28 Gap Factors:
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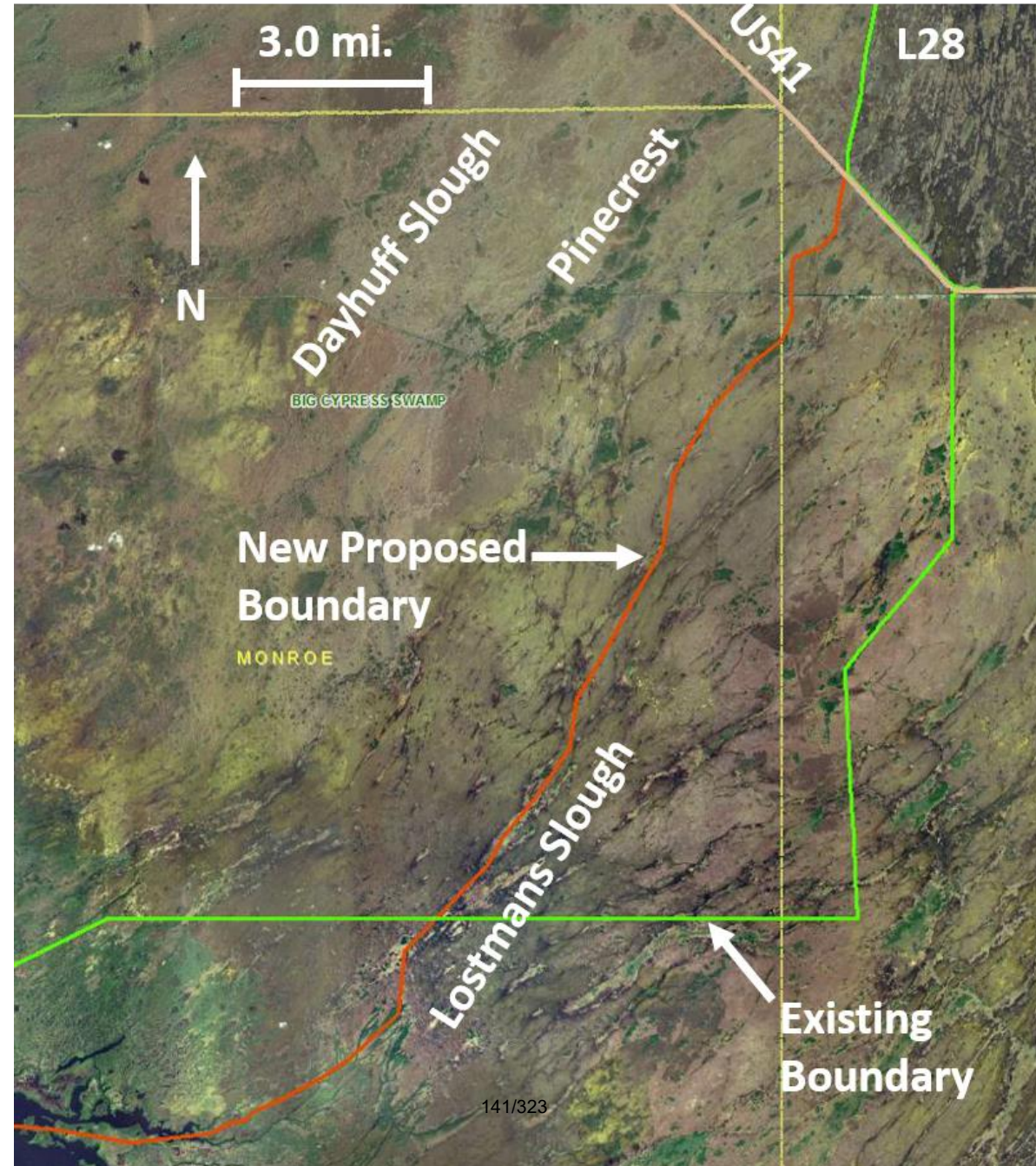


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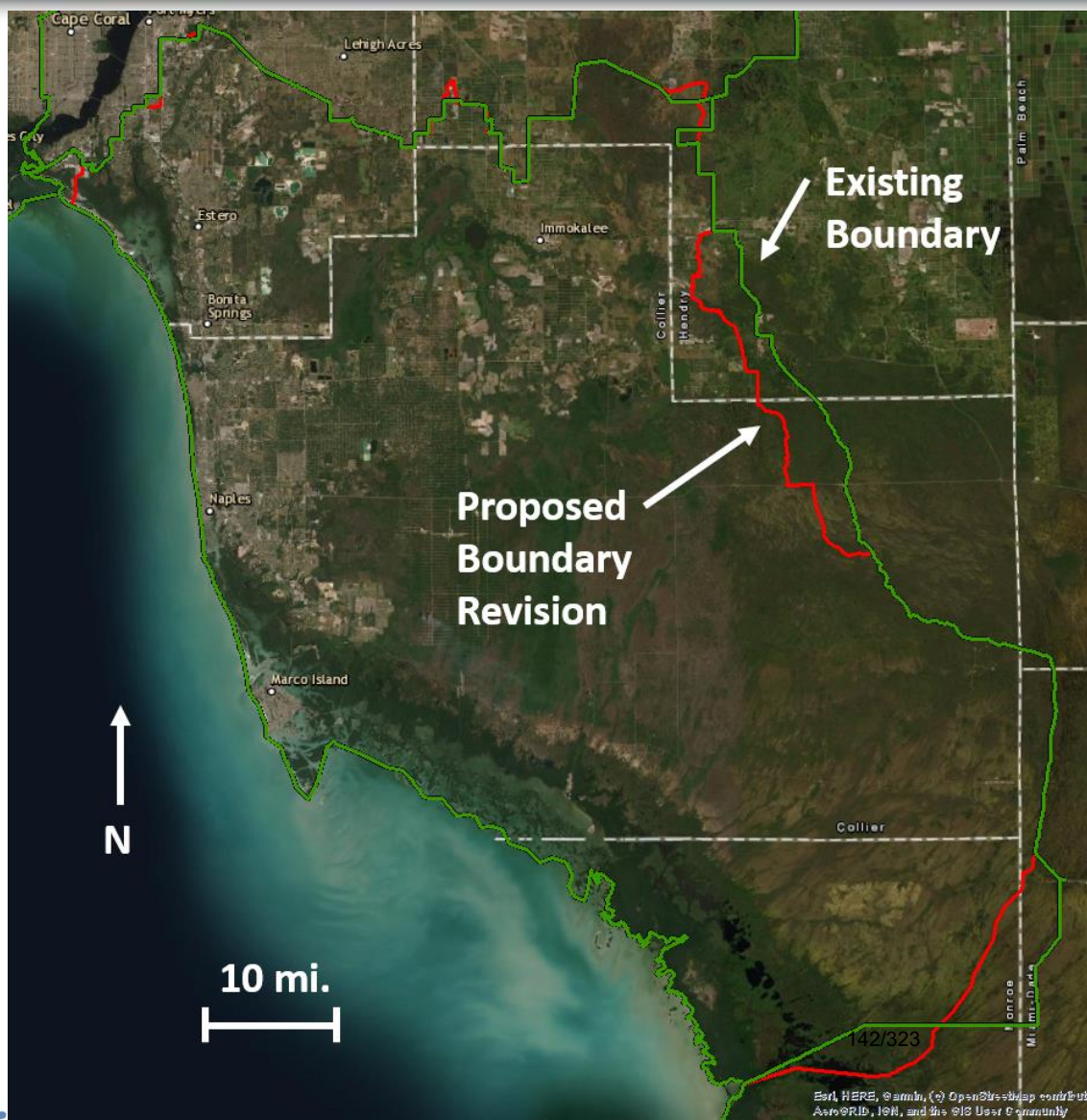




Coastal Slough Factors:
-Better accounts for
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Results



Big Cypress Basin (BCB) Boundary Delineation



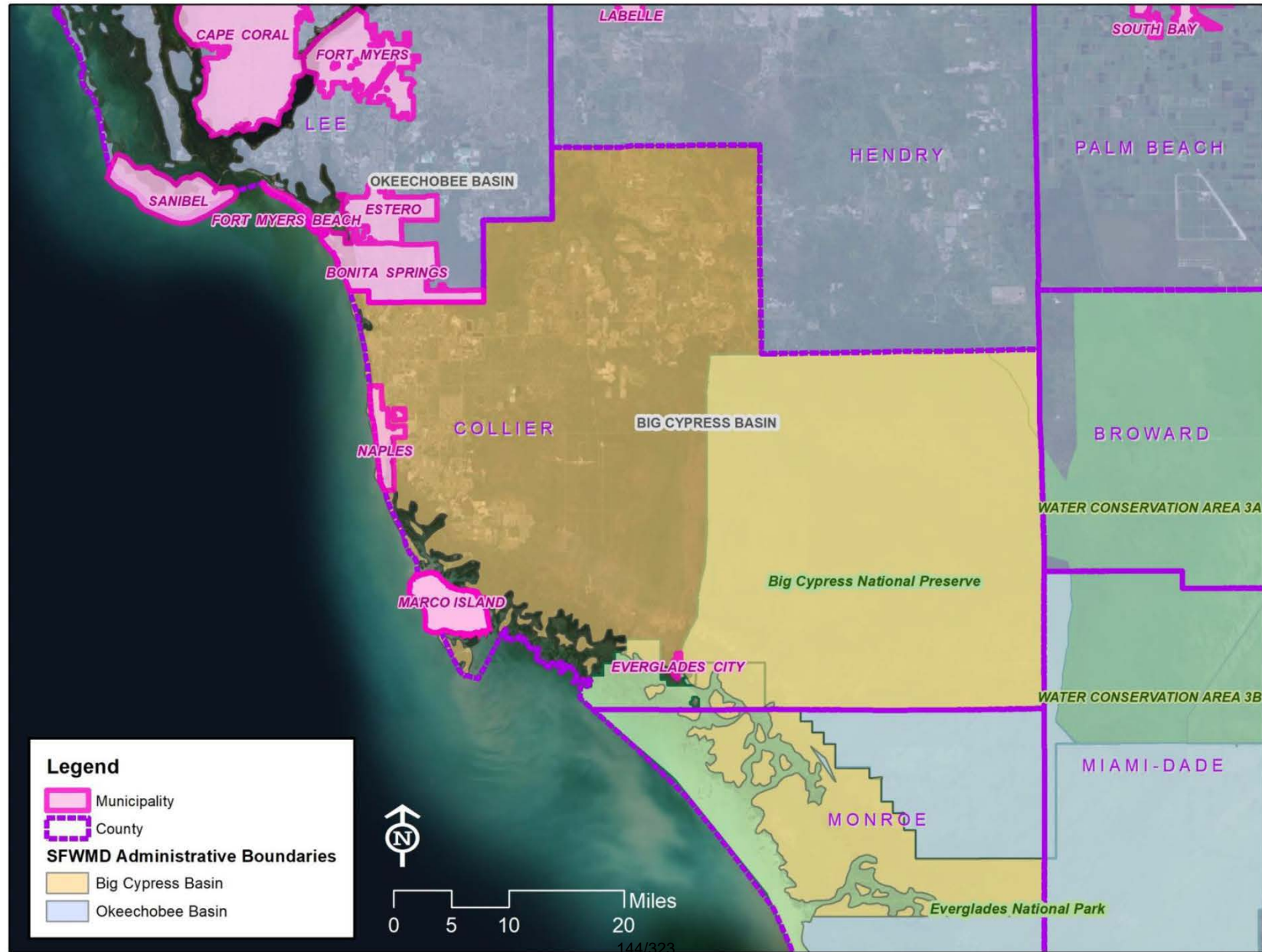
South Florida Water Management District

Hydrology and Hydraulics Bureau

August 2020

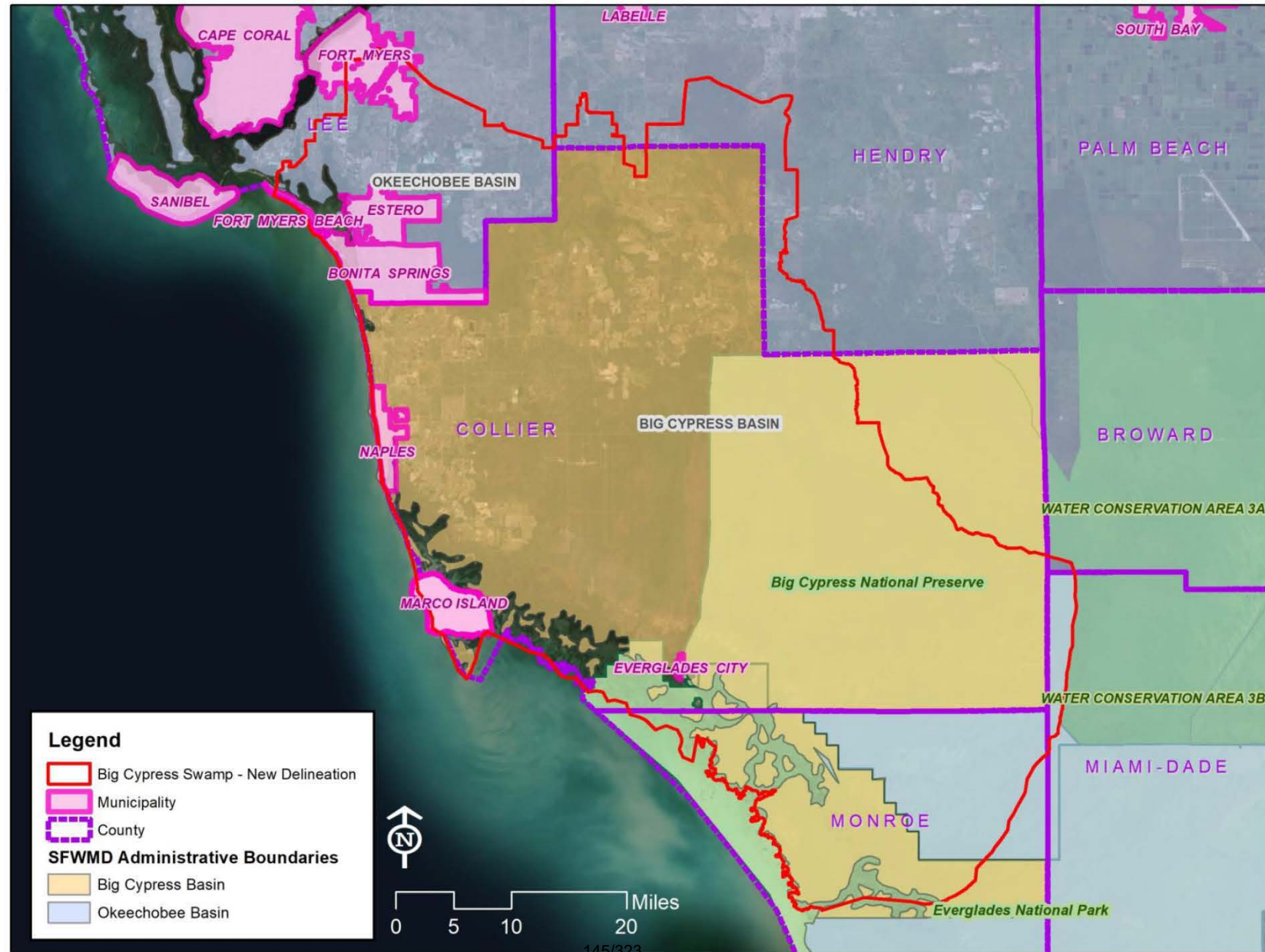
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Big Cypress Basin Boundary Delineation

October 29, 2020

Jeff Iudicello, Ph.D., P.E., Lead Engineer, H&H
Eric Flaig, Ph.D., P.E., Lead Engineer, H&H (ret.)
Jason Godin, Section Leader, H&H

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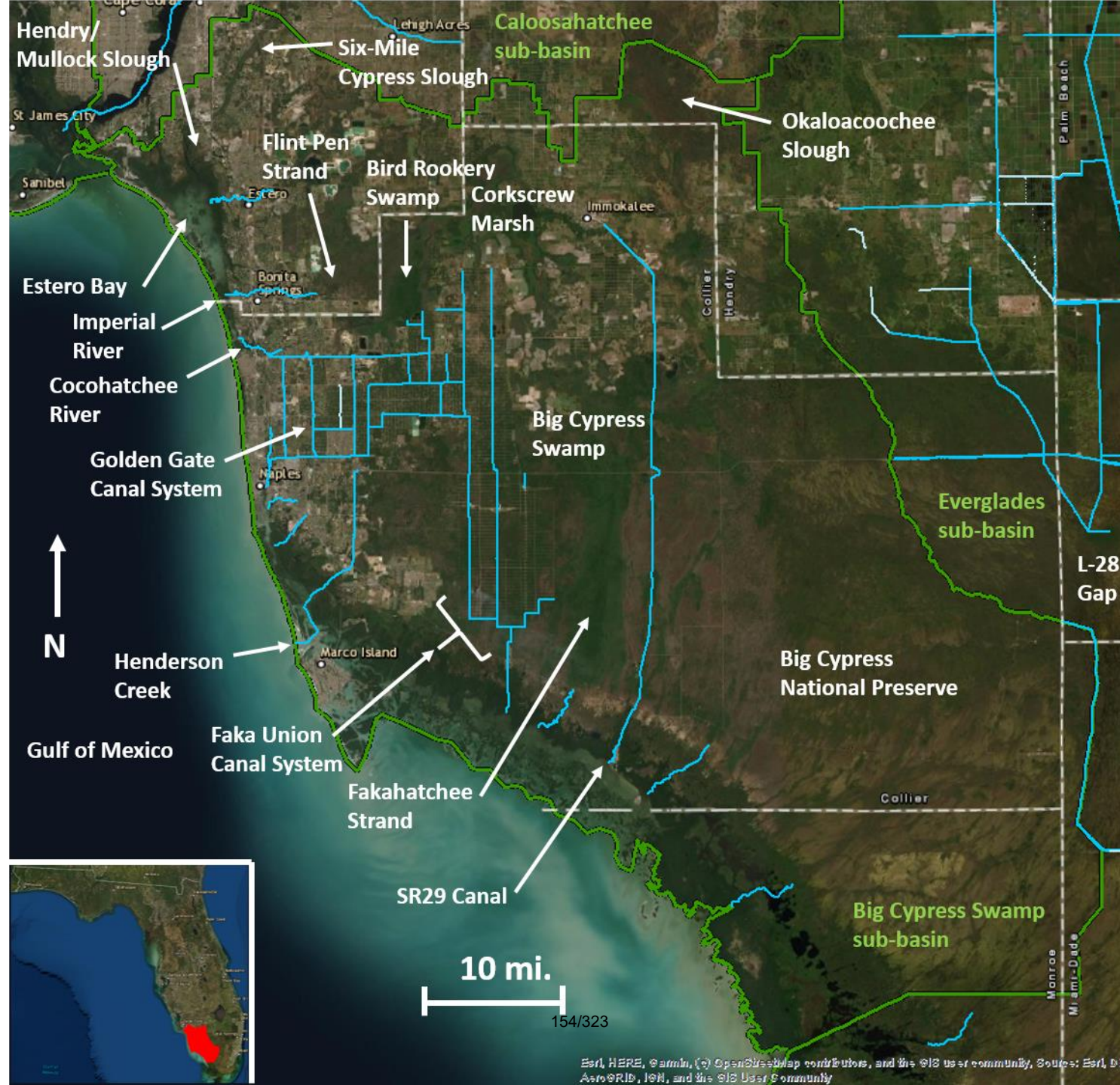
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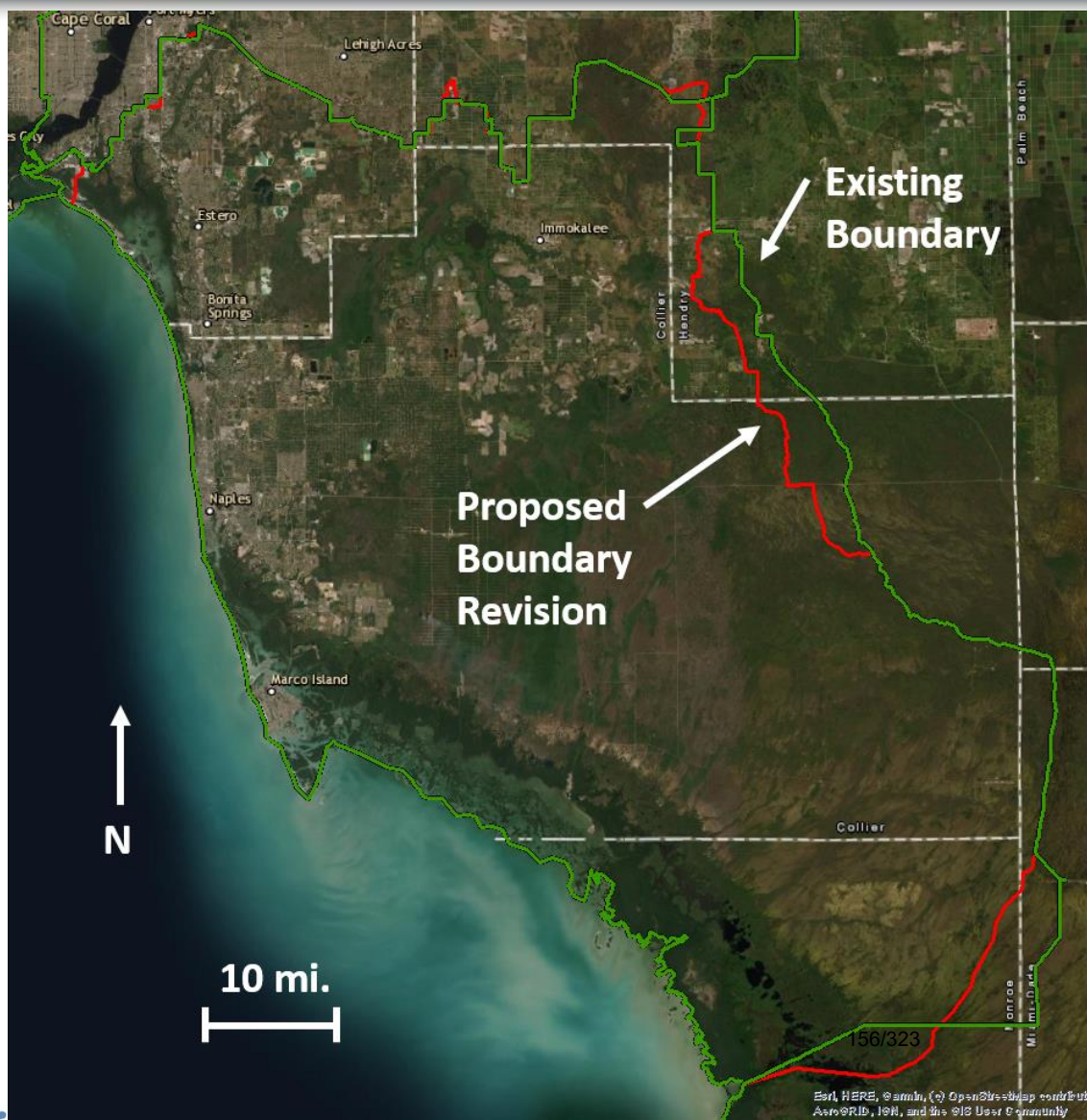
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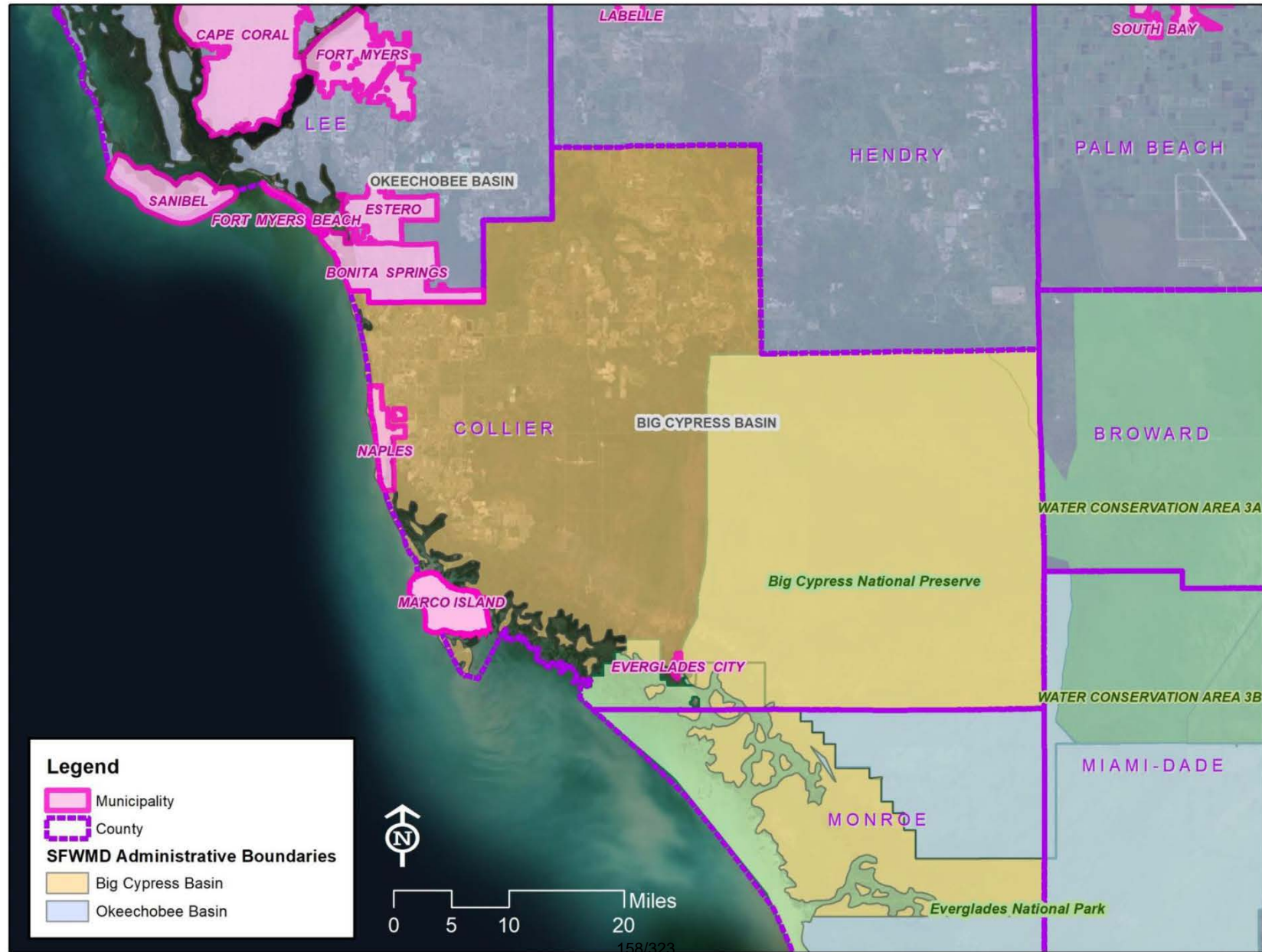
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August 2020

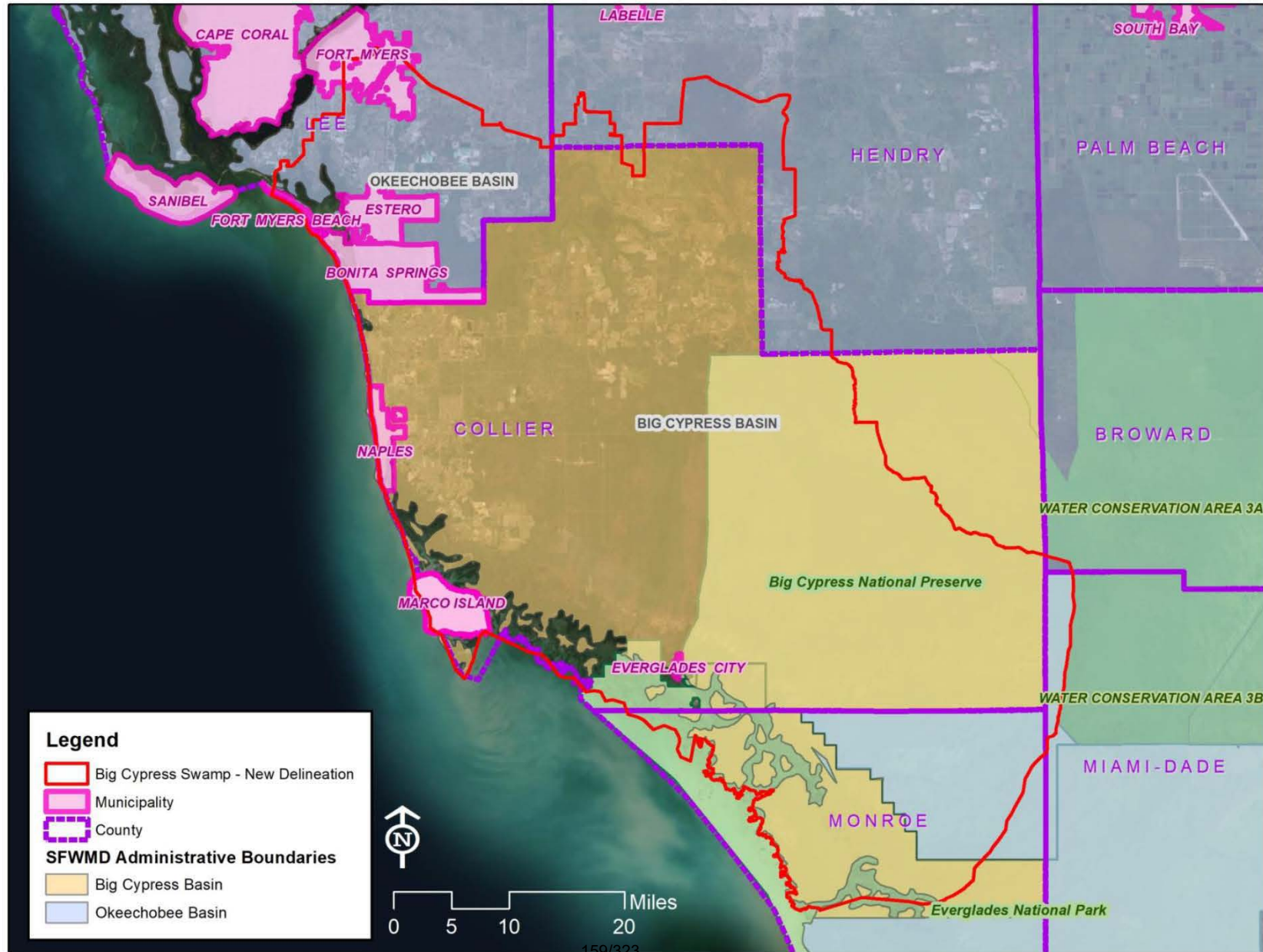
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October 29, 2020

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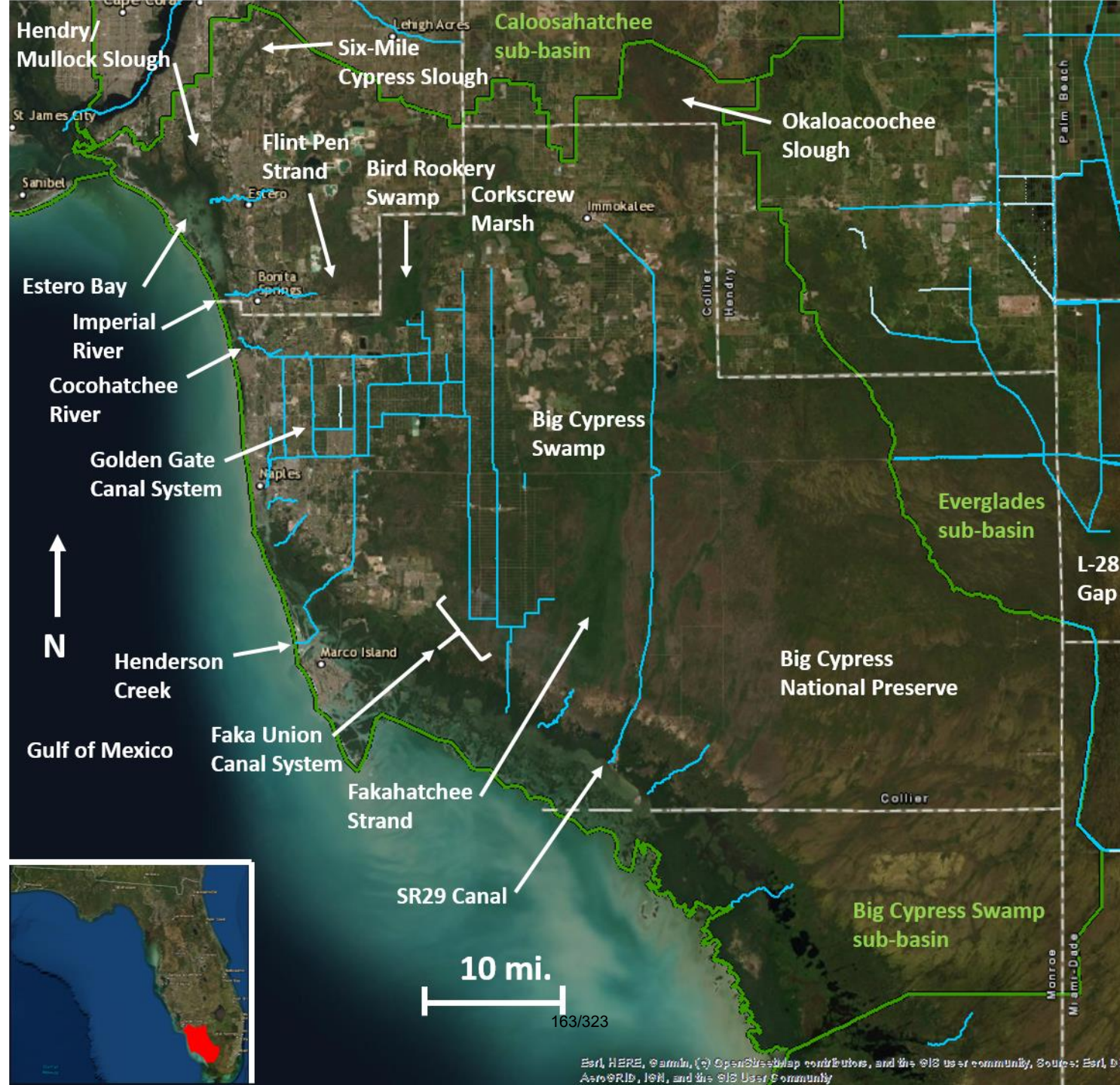
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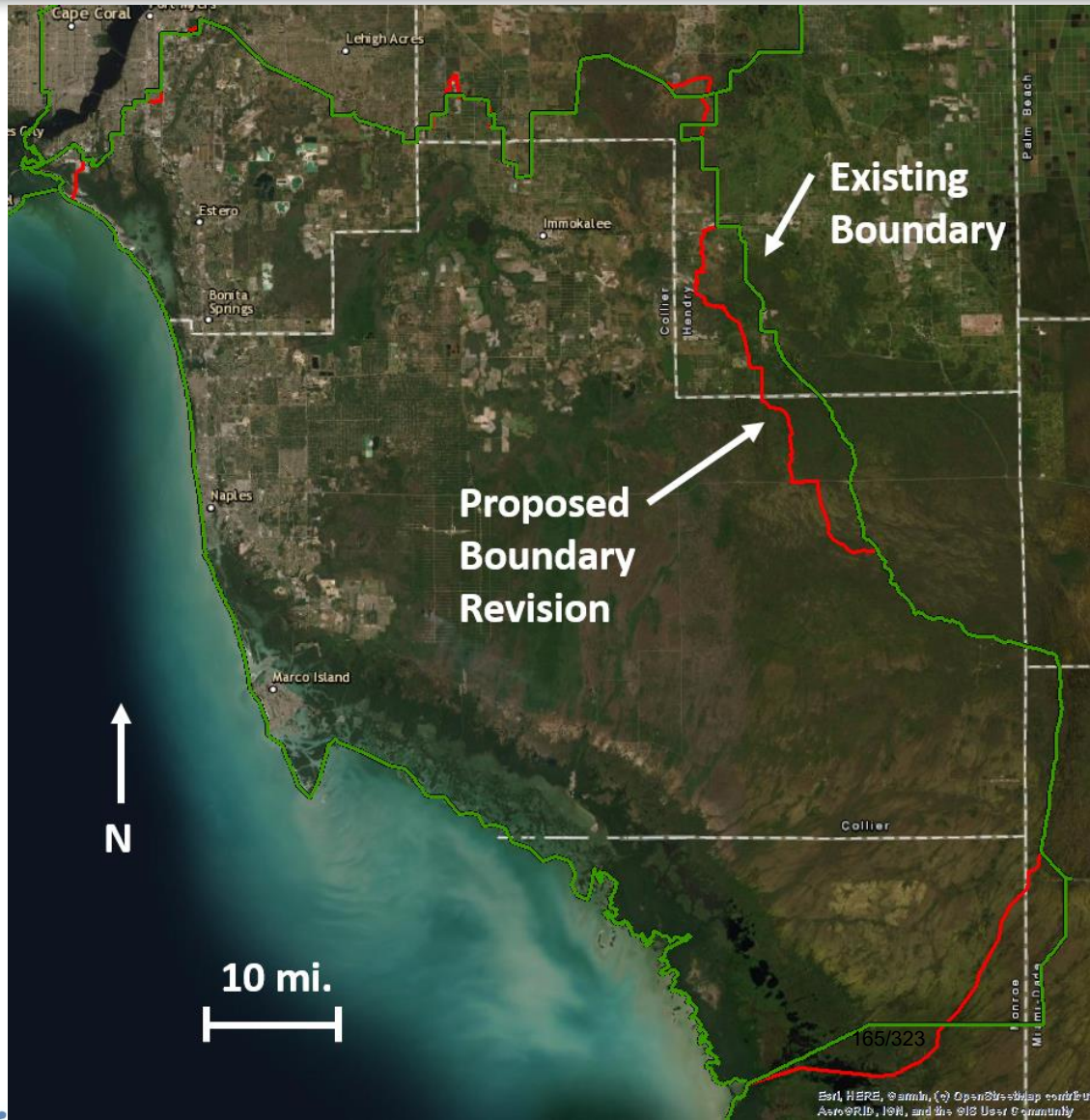
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Big Cypress Basin (BCB) Boundary Delineation



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Hydrology and Hydraulics Bureau

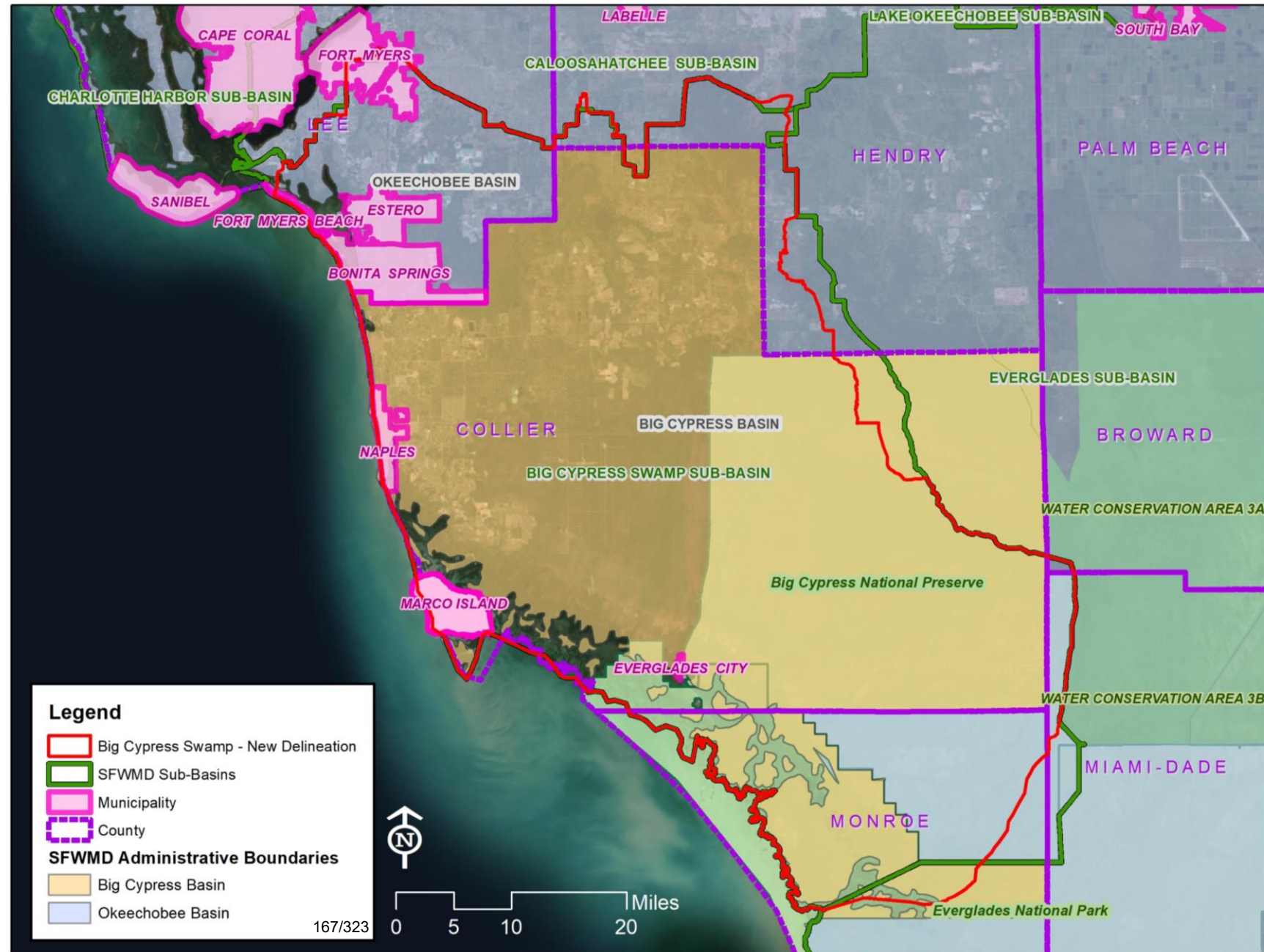
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➤ Questions?



Legislative Session 2021

Adopted 12/1/2020

State of Florida



Lee County



2021 STATE LEGISLATIVE AGENDA INTRODUCTION

This document represents the Board's state legislative program for the 2021 Session. While these priorities are intended to guide the County's advocacy efforts in Tallahassee, the list is not exhaustive and issues may arise or evolve that will require Board attention.

The most critical issues are not ranked in order of priority. Commissioners, staff and contract lobbyists will pursue all of the legislative policies approved by the Board and place appropriate priority on the issues given the opportunities that arise during the legislative process. As usual, items of emphasis will include maintaining the County's home rule authority and opposing cost shifts or unfunded mandates.

The state legislative session will begin on March 2, 2021 and is scheduled to conclude on April 30.

CONTENTS

SUMMARY OF LEGISLATIVE PRIORITIES

SUPPORT AND TRACKING ISSUES

BACKUP MATERIALS

LEE COUNTY COMMISSIONERS



KEVIN RUANE – DISTRICT 1



CECIL L. PENDERGRASS – DISTRICT 2



RAY SANDELLI – DISTRICT 3



BRIAN HAMMAN – DISTRICT 4



FRANK MANN – DISTRICT 5

2021 STATE LEGISLATIVE AGENDA

PRIORITIES

- A. **Caloosahatchee River and Estuary Protection – SUPPORT** continued, dedicated state funding for:
- i. The C-43 Reservoir Construction Project which is critical to the health of the Caloosahatchee Estuary and continued funding by the State is imperative until construction is completed;
 - ii. Completion of the C-43 Water Quality Feasibility Study;
 - iii. Implementation of the “BOMA” water quality pilot project on property purchased jointly by Lee County and the South Florida Water Management District; and
 - iv. Department of Environmental Protection (DEP) budgeting for the South Florida Water Management District to continue progress with Lake Hicpochee Phase II.
- B. **Big Cypress Basin – SUPPORT** implementation of the legislatively required study to determine hydrological boundaries of the Big Cypress Basin resulting in a larger district that includes the portion of Lee County within the watershed.
- C. **Water Quality Support Funding Requests – SUPPPORT** requests for \$3,090,000 in total state funding with a Lee County match of \$616,865. (See attached project descriptions)
- i. Deep Lagoon Preserve – The project consists of a series of structural and non-structural best management practices with the potential to provide the most pollutant load reduction at the least cost, with the primary focus on reducing nutrient loading into the Caloosahatchee River; and
 - ii. Bob Janes Preserve – The project consists of implementing best management practices (BMPs) to achieve the overall goals of reducing nutrient loading into the Caloosahatchee River, and expanding wetland habitat.
- D. **Transportation Funding Request – SUPPORT** a 25% state funding match for widening Ortiz Avenue from SR 82 to Colonial Blvd from a 2-lane to a 4-lane road to serve as a parallel reliever to I-75. (Request \$4,550,000: Lee County has no other State funding tied to this project).
- E. **Marine Vessel Registration Fees – SUPPORT** reverting to the method used to distribute funds to counties that was used prior to changes made by SB 1666 during the 2019 Legislative Session. Section 328.72(15), Florida Statutes, was amended to remit portions of the funds previously distributed by the tax collector to the board of county commissioners to the state’s Marine Resources Conservation Trust Fund to fund derelict vessel removal grants. Despite an increase in vessel registrations, Lee County received \$143,319.42 less this year than in FY19 as a result.

2021 STATE LEGISLATIVE AGENDA

The Lee County Board of Commissioners advocates for the preservation of local home rule and opposes any legislation, policies or regulations that would impose unfunded responsibilities upon the County.

SUPPORT ISSUES

Affordable Housing – **SUPPORT** retaining the full amount of dedicated documentary tax revenues to fund state and local affordable housing (SHIP) programs, and monitor any growth management or impact fee-related legislative proposals.

Article V Court Funding – **SUPPORT** eliminating the mandates contained in Section 29.008(4) (a), F.S., that require counties to fund certain court expenditures by 1.5 percent over the prior county fiscal year. Support dedicated and stable state funding for Clerks of Court.

Beach Nourishment – **SUPPORT** full funding of the program that will now use newly created statutory criteria for the annual ranking of beach projects for state cost sharing; specifically, criteria that recognizes economic benefits and cost effectiveness, reduction in storm damage, and the ability to leverage federal dollars.

Behavioral Health System – **SUPPORT** increased funding for core mental health and substance abuse services as well as ancillary support and diversion programs.

Biosolids – **SUPPORT** exploratory state programs for funding new state-of-the-art wastewater technologies while maintaining ability to use properly treated biosolids as a fertilizer supplement or soil amendment, subject to regulatory requirements that have been established to protect public health and the environment. Lee County has invested more than \$15 million to create Class AA infrastructure-- the state's highest quality specifications—to better manage human wastewater.

Bob Janes Triage Center – **SUPPORT** continued funding for the Criminal Justice, Mental Health and Substance Abuse Local Matching Grant Program. The services provided by the Bob Janes Triage Center have a proven track record of enhancing public safety and reducing criminal justice expenditures.

Bureau of Braille and Talking Books – **SUPPORT** continued fiscal support for the Bureau of Braille and Talking Book Service, which provides quality access to library services to all eligible residents of Florida, a state that has one of the largest populations of sight-impaired individuals in the United States.

Communications Services Tax – **SUPPORT** revising current law in a manner that is: 1) *revenue neutral*; 2) simplifies administration and collection of the current tax; 3) provides for a broad and equitable tax base; 4) provides for enhanced stability and reliability as an important revenue source for local government; and 5) provides the opportunity for market-based growth. **OPPOSE** legislation that would reduce revenue allocated to counties from the State's Communications Services Tax and preempt local authority to regulate permitting and fees with respect to the telecommunications industry.

Community Action Team – **SUPPORT** funding to maintain a team in Lee County that provides comprehensive community-based services to children aged 11 to 21 with mental illness and behavioral health conditions. Community Action Teams provide a lower cost alternative to state run foster care, juvenile detention and residential treatment programs.

Consumer Protection – **SUPPORT** statewide regulation to protect consumers against credit card skimming and identity fraud at fuel pumps.

Division of Library and Information Services – **SUPPORT** continued funding for the Division of Library and Information Services, Department of State. Its programs and services are essential for providing Florida's libraries with the guidance,

training, resources, and support for library staff throughout the State of Florida.

EMS Balance Billing – **OPPOSE** limitations on the ability of county EMS providers to seek reimbursement for out-of-network transports. **SUPPORT** requirements for private insurers to pay local governments for the actual cost of emergency service delivery.

EMS Regulation – **SUPPORT** maintaining a countywide regulatory system for EMS transport through the current Certificate of Public Convenience and Necessity (COPCN) process.

Florida Retirement System (FRS) – **SUPPORT** a requirement that all legislation potentially increasing FRS contribution rates be analyzed and evaluated to determine the direct fiscal impact of proposed changes to all local governments.

Florida Water and Land Conservation Amendment – **SUPPORT** allocating funds for county land conservation and management programs to acquire environmentally sensitive property for water quality improvement projects or storage. Lee County's Conservation 20/20 Program has spent nearly \$400 million to acquire, restore and preserve property.

Library Cooperative Grant – **SUPPORT** an increase of \$500,000 to this grant program (F.S. 257.40-42), which has a recurring appropriation of \$2,000,000. Lee County is part of the Southwest Florida Library Network cooperative and benefits from staff training programs, courier services and interlibrary loan privileges that allow patrons to borrow materials from other library systems at no cost.

Medicaid County Cost Cap – **SUPPORT** efforts to prevent increases in Medicaid costs and request that the provision determining the rate of overall growth of the County Medicaid cost share be maintained at 50% and not be changed to 100% of the rate of growth in the state Medicaid expenditures.

Prison Inmates to Jails – **OPPOSE** any efforts to shift inmates with less than a year on their sentence at the time of sentencing to jails instead of prisons.

Regional Planning Councils – **SUPPORT** legislation to allow counties to opt out of mandatory membership.

Shade Meetings (Executive Session) – **SUPPORT** legislation that allows senior staff to participate in attorney client sessions as subject matter experts to provide Board members with technical knowledge needed to make informed decisions.

State Aid to Public Libraries – **SUPPORT** funding of \$33,000,000 for Public Libraries. The Department of State budget recommendation is \$21,468,993, which is out of line with historic funding levels and below Florida's required Maintenance of Effort commitment of \$23,180,603 under the Library Services & Technology Act (LSTA). Meeting that commitment would entitle Florida to approximately \$9,000,000. Lee County received \$643,855 in FY 19-20.

Smart Horizons Career Online High School Funding – **SUPPORT** a recurring appropriation of \$750,000 to this program that allows adult students to complete a private, accredited high school diploma and career certificate through participating public library systems in order to prepare them for success in the workforce.

VISIT FLORIDA – **SUPPORT** continued funding for Visit Florida, which is a vital partner to Lee County and local business in promoting tourism that bolsters Florida's economic prosperity, employment and international trade.

West Coast Inland Navigation District – **SUPPORT** West Coast Inland Navigation District's (WCIND) one-time state funding request for \$2,000,000 to construct a 4,500 square-foot facility in Sarasota County. The new facility will provide agency-specific public meeting space, office space for employees with room for future growth, and enhance communications and operational ability allowing the District to better serve its member counties and regional partners.



Lee County will address elevated nutrient levels within the Caloosahatchee Estuary Basin and Deep Lagoon watershed by providing treatment through structural best management practices.

Background

The Deep Lagoon Preserve watershed consists of several separated parcels that total approximately 383 acres and is located between the Caloosahatchee River to the north and Estero Bay to the south. Both surface water and groundwater flows within the area are significantly affected by the close proximity to the River and Bay. **The Deep Lagoon Preserve watershed provides drainage from developed areas into the Caloosahatchee River, which has a TMDL for total nitrogen and is currently subject to a State of Florida Basin Management Action Plan.**

Proposal

The Deep Lagoon Preserve Water Quality Improvement project consists of a series of structural and non-structural best management practices with the potential to provide the most pollutant load reduction at the least cost, with the primary focus on reducing nutrient loading into the Caloosahatchee River. Consideration will be given to gravity-fed retention ponds, channel/ditch modifications, ditch blocks and pumped solutions.

Benefits

- Reduce nutrient loading to the Caloosahatchee
 - Estimated 3,480lbs of nitrogen load reduction per year
- Enhance/Promote wildlife habitat
- **This project helps achieve the goals of the Caloosahatchee River and Estuary Basin Management Action Plan.**

Funding

- **Requested from the state: \$2,640,000 in construction costs**
- **Lee County contribution: \$340,000 for design and in-kind project management services**
- **Total project cost: \$2,980,000**

Vital Southwest Florida Facts

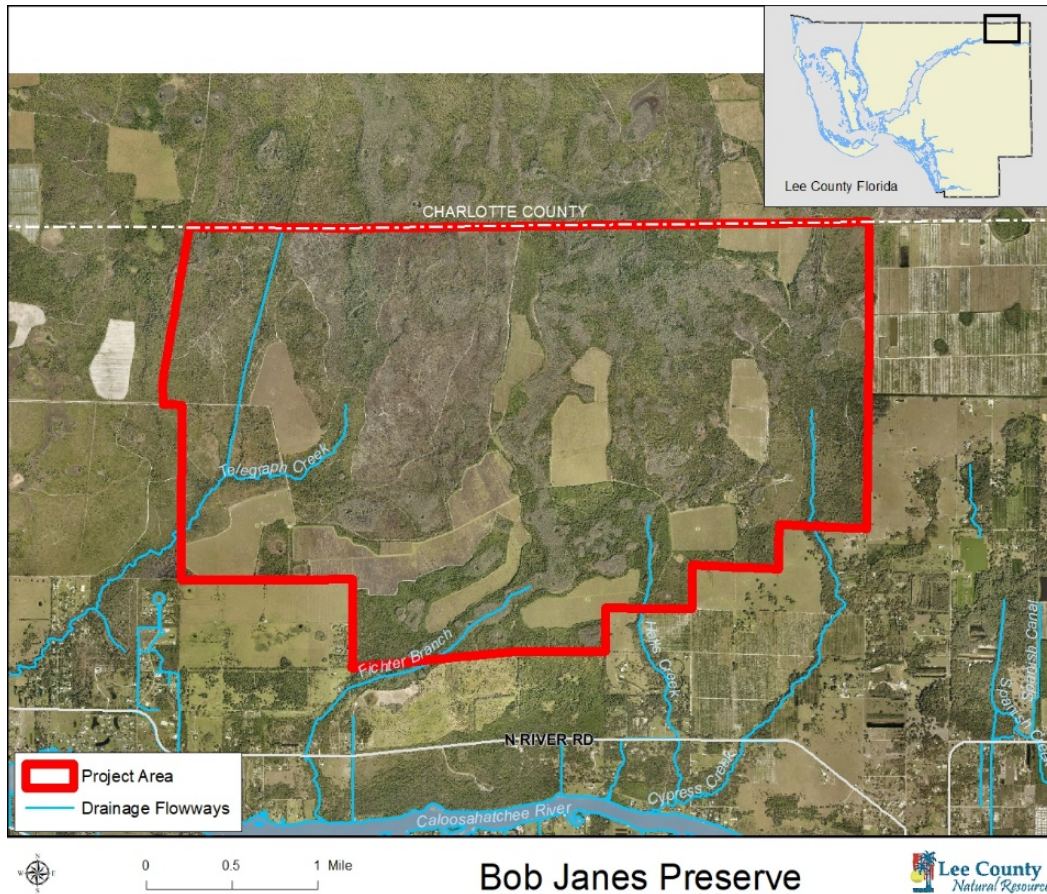
- More than 75% of Florida's population lives within an estuary watershed and 78% of Florida's GDP is generated within estuary regions.
- Southwest Florida is experiencing the fastest growth in population, employment, and GDP among all U.S. estuary regions. Protecting or enhancing the region's estuaries is essential to support the regional economy.
- Lee County tourism, which depends on a healthy natural ecosystem, employs 1 in 5 workers. This includes the restaurant and hotel industries as well as ecosystem-based industries such as fishing and boating.
- Sources: Charlotte Harbor National Estuary Program, South Florida Water Management District, and NOAA.

Contact

For details or additional discussion, please contact:

Roland Ottolini, Director, Lee County Department of Natural Resources

rottolini@leegov.com (239) 533-8127



Lee County will address elevated nutrient levels within the Caloosahatchee Estuary Basin and Fichter's and Cypress Creek watersheds by providing treatment through structural best management practices.

Background

The Bob Janes Preserve is a 5,620-acre parcel of land that was previously in agricultural production as a working part of Babcock Ranch. It is located on the northern border of Lee County, north of the Caloosahatchee River. The overall goal of the project is to integrate water quality improvement best management practices to reduce nutrient loads to the Caloosahatchee River, while helping restore the Bob Janes Preserve to a more productive native ecosystem. **The Bob Janes Preserve contains portions of several tributaries that flow to the Caloosahatchee River, which has a TMDL for total nitrogen and is currently subject to a State of Florida Basin Management Action Plan (BMAP).**

Proposal

The Bob Janes Preserve Restoration Project consists of implementing best management practices (BMPs) to achieve the overall goals of reducing nutrient loading into the Caloosahatchee River, and expanding wetland habitat. The BMPs include adding diversion structures in upper Fichter's Creek and Cypress Creek - tributaries to the Caloosahatchee - to create new wetland habitat, rehydrate existing native wetlands, and improve water quality. BMPs consist of structural and non-structural methods including addition of passive structures, exotic and invasive species removal, native plantings, and ditch and berm modifications.

Benefits

- Reduce nutrient loading to the Caloosahatchee
 - o ~585 lbs./yr. nitrogen
 - o ~323 lbs./yr. phosphorus
- Reduce water discharge from the project by ~55 ac-ft./yr.
- Restore a more productive native ecosystem and expand wetland habitats
- **This project helps achieve the goals of the Caloosahatchee River and Estuary Basin Management Action Plan.**

Funding

- **Requested from the state: \$450,000 in construction costs**
- **Lee County contribution: \$276,865 for design and in-kind project management services**
- **Total project cost: \$726,865**

Vital Southwest Florida Facts

- More than 75% of Florida's population lives within an estuary watershed and 78% of Florida's GDP is generated within estuary regions.
- Southwest Florida is experiencing the fastest growth in population, employment, and GDP among all U.S. estuary regions. Protecting or enhancing the region's estuaries is essential to support the regional economy.
- Lee County tourism, which depends on a healthy natural ecosystem, employs 1 in 5 workers. This includes the restaurant and hotel industries as well as ecosystem-based industries such as fishing and boating.
- Sources: Charlotte Harbor National Estuary Program, South Florida Water Management District, and NOAA.

Contact

For details or additional discussion, please contact:

Roland Ottolini, Director, Lee County Department of Natural Resources

rottolini@leegov.com (239) 533-8127



Lee County will widen Ortiz Avenue from two lanes to four lines between SR 82 to Colonial Blvd.

Background

The segment of Ortiz Avenue between SR 82 and Colonial Blvd is part of a much larger regional transportation corridor that connects from Palm Beach Boulevard (SR 80) to Summerlin Road near Sanibel, through the direct linkages of Ortiz Avenue to Six Mile Cypress Parkway, then to Gladiolus Drive, and finally to part of McGregor Boulevard.

Proposal

Widen Ortiz Avenue from SR 82 to Colonial Blvd from a 2-lane to a 4-lane road, which serves as a parallel reliever to I-75, helping ease traffic off the interstate. The road will be designed to an ultimate 6-lane facility, which will include enough right of way for both the expansion of the road and storm water requirements.

The Ortiz Avenue project is in partnership with the City of Fort Myers; the City will construct a roundabout at the future intersection of Hanson Street and Ortiz Avenue, which the widening will tie into.

Benefits

- Acts as a traffic reliever to I-75

Funding

- Requested from the state: ***\$4,550,000 for construction***
- Construction cost: ***\$18,200,000***
- Total project cost: ***\$22,890,000***

Contact

For details or additional discussion, please contact:
Randy Cerchie, Director, Lee County Department of Transportation
RCerchie@leegov.com (239) 533-8580

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-12-371
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Authorize Change Order for Wright Construction to mitigate air quality issues discovered during the City Hall Renovations project and approve the necessary budget transfer.		
MEETING DATE: 12/16/2020		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Arleen Hunter City Manager Meg Weiss Director of Administrative Services 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:		
During the City Hall renovations project, air quality issues were discovered by Wright Construction. Within the scope of the contract, Wright Construction brought in AMRC and Coastal Building Consultants to perform air quality tests, report results, and recommend mitigation efforts. The reports revealed the presence of mold within some tested areas of the building as well as in the tested windows. Upon further inspection, it was determined that the windows were installed incorrectly and did not allow water to drain properly which caused leaking, rotting of the wood frame, and mold. The attached letter from Wright Construction provides a detailed report of these findings and the recommended actions. The attached change order provides for a total expenditure of \$223,032.79 and a time extension of 45 days to order the necessary materials and complete the work. This will cover all mitigation efforts including air quality testing and reports, mitigation of mold, and window rebuild to current building code and energy-efficient standards. Attachments: Letter from Wright Construction Report from Coastal Building Consultants Report from AMRC Change Order for Wright Construction Budget Transfer Resolution		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?		
STAFF RECOMMENDATIONS: Authorize Change Order for Wright Construction and approve budget transfer		
REVIEWED BY:		
City Manager:	<u>Arleen Hunter</u>	
City Attorney:	<u>Derek Rooney</u>	
City Clerk:	<u>Debra Filipek</u>	
Department Director:	<u>Matt Feeney</u>	
Department Director:	<u>Meg Weiss</u>	

COUNCIL ACTION:

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



City of Bonita Springs Florida
9101 Bonita Beach Rd., SE
Bonita Springs, FL 34135

December 9, 2020

Attention: Ms. Meg Weiss
Director of Administrative Services
Regarding: Bonita Springs City Hall Renovations

DRAFT

Dear Ms. Weiss:

This letter is provided as summary information to support the Change Order Proposal submitted, due to discovery of unforeseen conditions unrelated to the original scope of work for the City Hall Renovations Project.

A. Environmental Concerns / Air Quality

During the scheduled drywall demolition on the first floor, areas were discovered with wet drywall and rotting wood at window blocking. OSHA requires that all potential hazardous conditions are investigated by a licensed Environmental Consultant. We employed American Management Resources Corporation to investigate and provide a report with recommendations for any necessary remediations. The reports listed below are attached for your review.

1. AMRC Limited Initial Assessment: October 1, 2020
2. AMRC Limited Initial Assessment: October 21, 2020

The reports indicated the presence of contaminated drywall on the first floor that would require remediation. The cost associated with remediation include:

- AMRC Investigation and reports
- Removal and disposal by a company licensed to remove, handle, and dispose hazardous materials.
- Replacement of contaminated drywall and related costs.

B. Building Envelope Concerns / Windows

Next, it was important to investigate the cause for the water intrusion, and we employed a Building Envelope Consultant to investigate and provide a report with recommendations. The report listed below is attached for your review:

1. Coastal Building Consultants: Report dated November 12, 2020

The Report from CBC indicates that the windows should be replaced with new windows that meet current building code requirements. The cost associated with window replacement include:

- CBC investigation and report
- New windows and installation
- Restoration of interior and exterior finishes adjacent to windows
- Other related costs

C. IT Temporary Facilities

The existing IT/Sound/Data Room has drywall that must be removed and replaced due to water intrusion damage. To facilitate this work the active servers would need to be temporarily relocated to allow access to the drywall and to provide a safe and dry, climate controlled environment for temporary set up and operation. The cost associated with providing a temporary IT Room facility include:

- Renting and 8 x 20 storage container office with A/C
- Providing electrical power circuits to operate the servers and IT equipment, and provide lighting and A/C climate control

Attached is a spreadsheet summary of all related cost for your review.

Execution of the Change Order will include an additional forty-five (45) calendar days added to the Contract Schedule starting from the date of approval.

Please contact me with any questions or comments regarding this proposal.

Respectfully submitted,

Scott Loiacano
Senior Project Manager

	BONITA SPRINGS CITY HALL RENOVATIONS			
	PCO #01 ENVELOPE AND MOLD REMEDIATION			
	SUMMARY OF COSTS			1/12/00
	DESCRIPTION			COSTS
	MOLD REMEDIATION COSTS			\$ 33,062.85
	EXTERIOR ENVELOPE REMDIATION COSTS			\$ 152,716.22
	TEMPORARY IT FACILITY			\$ 37,253.72
	TOTAL PROPOSED COSTS			\$ 223,032.79

COASTAL BUILDING CONSULTANTS

816 SE 43rd Street
Cape Coral, FL 33904
(239) 707-7032

November 12, 2020

Mr. John Purnell
Wright Construction Group
5811 Youngquist Road
Fort Myers, FL 33912

Subject: Bonita Springs City Hall Building

Re: Exterior Wall/Window Assessment

Mr. Purnell,

As requested, on October 14, 2020, Coastal Building Consultants (CBC) witnessed the removal of an installed window assembly to identify deficiencies that could be related to or are the source of reported water intrusion within the facility. The recommendations outlined herein supersede our previous, 9/25/20 recommendation to "wet" seal the existing windows. All other previous recommendations related to the exterior building envelope components and cladding remain, as stated.

OBSERVATIONS:

1. Existing windows appear to have been replaced at some point.
2. The existing glazing systems are an internally drained system and there are no provisions for water drainage, as designed.
3. Exterior perimeter sealant, at the window openings, is reverting and has passed its useful life expectancy
4. Sill anchors penetrate the sill flashing and are not sealed
5. Sill flashing end dams are not properly sealed
6. Sealant under the sill flashing is not bonded and is discontinuous
7. Evidence of standing/trapped water within the frame sill and sill flashing
8. Pressure treated wood blocking, at the opening perimeter, is rotting and exhibits evidence of microbial growth
9. Evidence of microbial growth exists at the substrate(s) adjacent to the window opening
10. Evidence of water intrusion above the opening is attributable to the unsealed sun shade anchor penetrations and unsealed stucco accessory miters/terminations

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment

RECOMMENDED REMEDIAL ACTION (All Windows):

1. Remove the interior drywall surrounding window openings to inspect for microbial growth. If microbial growth is observed engage a qualified professional to inspect and mitigate, as necessary
2. Remove the sun shades at exterior, above windows
3. Remove the exterior wall cladding at the perimeter of the opening on the returns and out onto the exterior face of the wall approximately 6"
4. Remove window glazing, frame and sill flashing
5. Remove wood blocking at the perimeter of the opening and clean the opening surfaces of all debris and residue
6. Install new pressure treated wood blocking at the opening perimeter, as required. Pressure treated wood blocking to be set in sealant (Soudal AP, or equal).
7. Apply a fluid waterproofing membrane on the perimeter of the opening, covering the top of the wood blocking and exterior edge (leave the interior edge uncoated), masonry returns and turn the membrane out onto the exterior face of the wall approximately 2". (Polywall Blue Barrier, or equal)
8. Install a new window system to meet current FBC requirements for missile impact and energy code (Kawneer IR 500 LMI, or equal, w/laminated-insulated glass infills)
9. Install a new primary exterior perimeter seal between the window frame and the waterproofing at the head, jambs and sill (Tremco Dymonic 100, or equal)
10. Re-apply the exterior wall cladding at the face of the exterior wall and opening returns being careful to leave a ¼" gap below the lip of the system sill flashing
11. Install a new secondary perimeter seal, at the exterior of the window, sealing between the abutting exterior wall cladding and the aluminum frame/sill flashing (Tremco Dymonic 100, or equal)
12. Paint the exterior wall cladding
13. Re-install the sun shade, make sure that all anchor penetrations and mounting plates are sealed
14. Subsequent to replacement of the window assemblies, conduct water penetration resistance testing of (3) locations to ensure that there is no water intrusion

CBC recommendations for replacement of existing windows are based on our observations during our assessment and our destructive investigation, as follows:

- The existing Vistawall window system is improperly installed and is the source of water intrusion within the building envelope
- Removal of existing windows is required to address collateral structure damage due to on-going water intrusion through the assemblies and to correct the existing installation deficiencies

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment

- Removal of the existing Vistawall window system will cause damage to various components of the assembly to the extent that those components cannot be reused and will require replacement
- The existing Vistawall storefront system has been discontinued and replacement components are no longer being produced
- Replacement of the existing windows will require compliance with the current Florida Building Code Requirements for missile impact protection, energy efficiency and opening preparation

All recommended remedial action(s) are to be performed in strict accordance with the applicable FBC requirements, various Manufacturer installation guidelines and standards that govern the industry.

Please contact me should you have any questions or if you require additional information.

Respectfully Submitted,



Wayne Offerman
President
Coastal Building Consultants
Phone: 239-707-7032
E-Mail: wofferman.cbc@gmail.com

Attachment A – Photo Log

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment

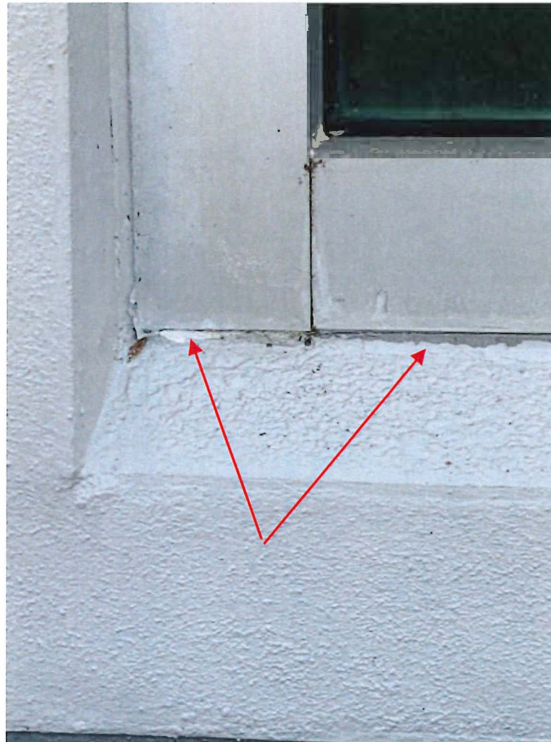
PHOTO LOG



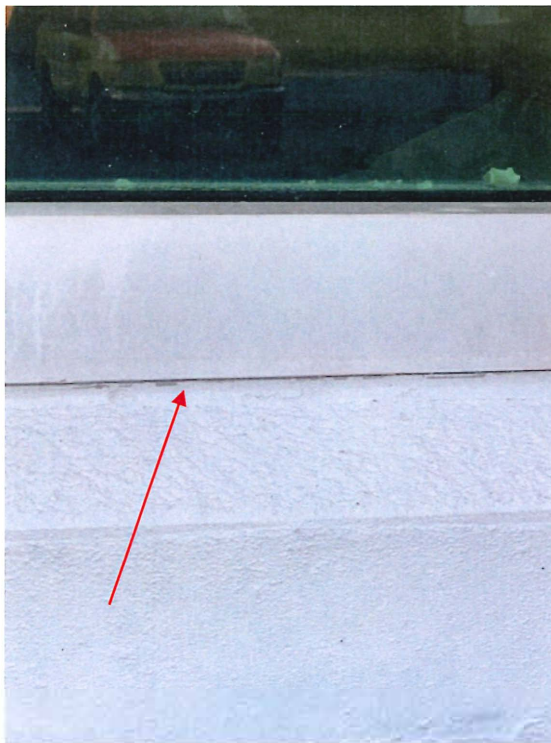
LOCATION OF WINDOW REMOVAL

DESIGN.....CONSULTING.....DIAGNOSTICS.....TESTING.....INSPECTIONS.....EVALUATIONS

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment

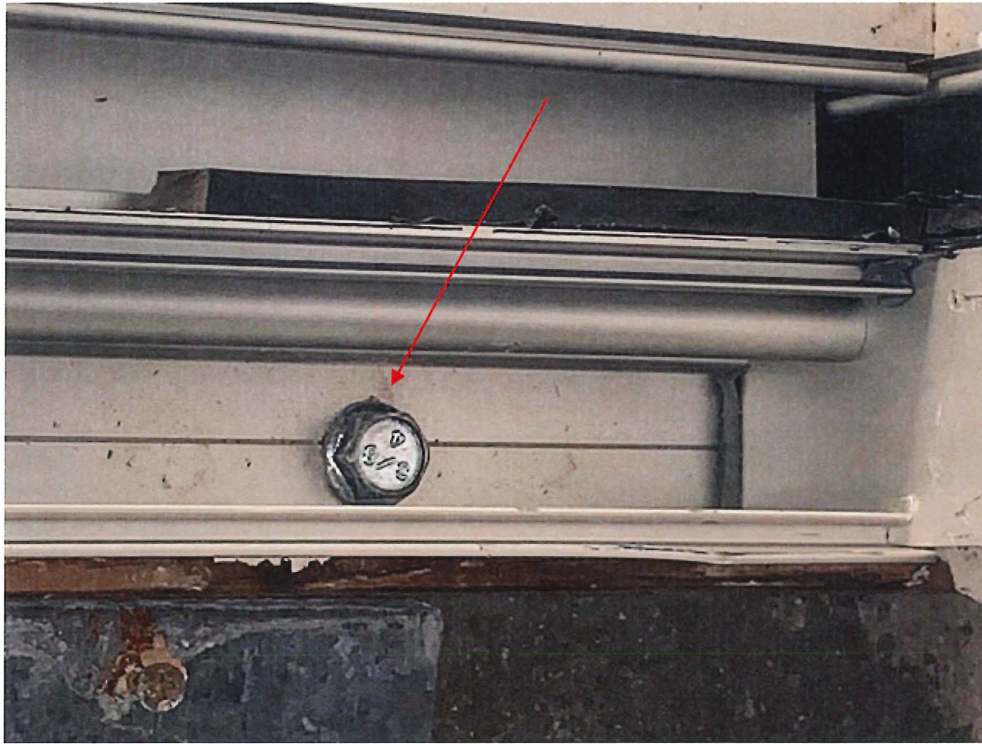


EXTERIOR SEALANT BLOCKING WINDOW DRAINAGE SYSTEM



EXTERIOR SEALANT BLOCKING WINDOW DRAINAGE SYSTEM

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment



UNSEALED ANCHOR PENETRATION AT FRAME SILL



ROTTEN WOOD BLOCKING AT JAMB/SILL

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment



ROTTEN WOOD BLOCKING AT JAMB/SILL



UNSEALED ANCHOR PENETRATION AT SILL FLASHING

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment



UNSEALED ANCHOR PENETRATION AT SILL FLASHING



ROTTEN WOOD BLOCKING AT JAMB/HEAD

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment



RESIDUE INDICATING WATER TRAPPED IN SYSTEM

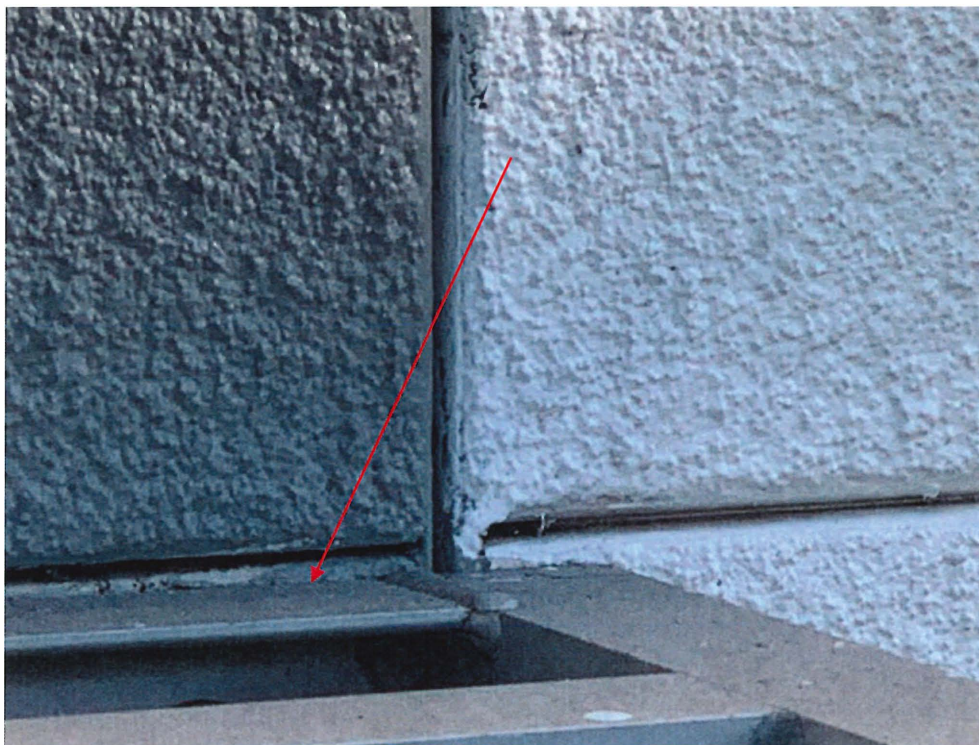


RESIDUE INDICATING WATER TRAPPED IN SYSTEM

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment

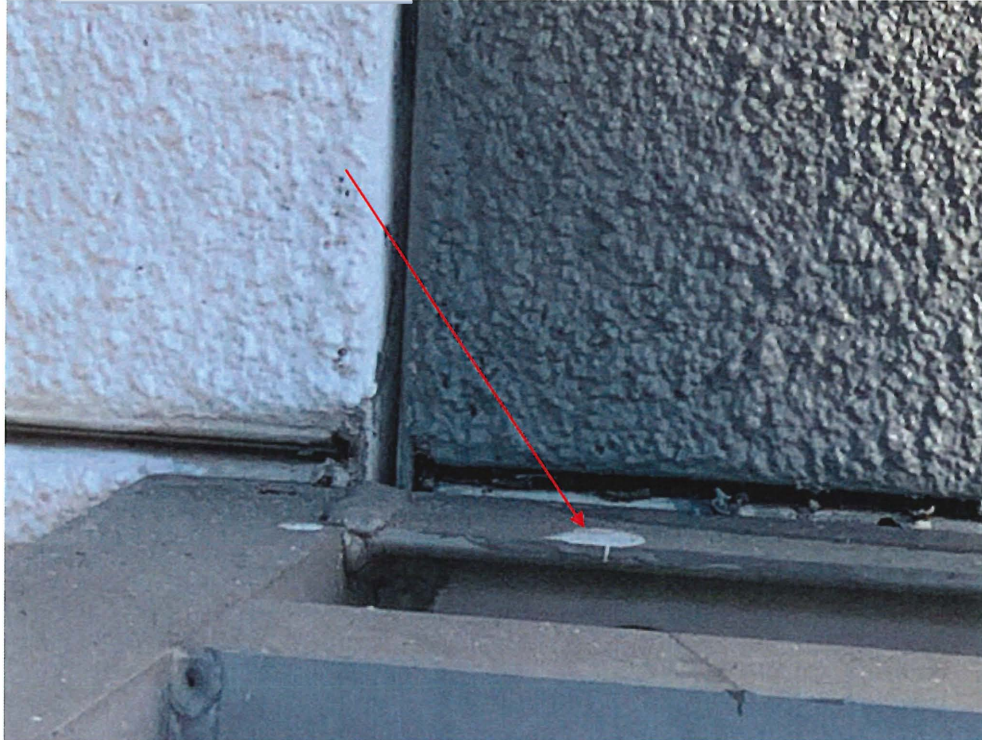


SUNSHADE INSTALLED ABOVE WINDOW OPENING

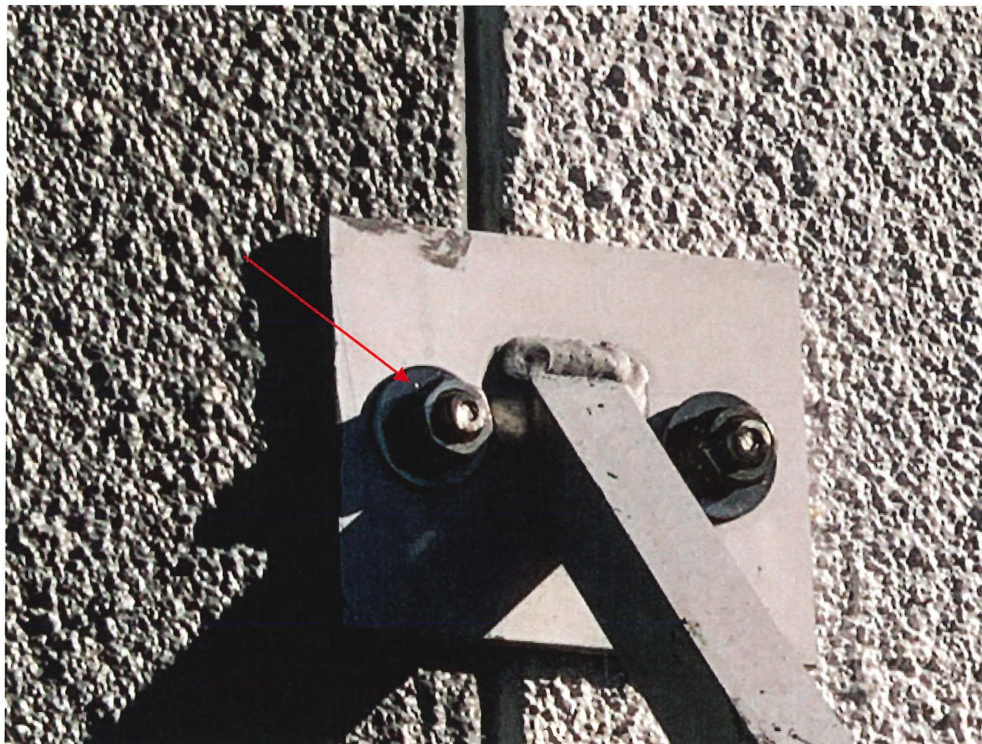


NO SEALANT APPLIED AT TOP OR SIDES OF SUN SHADE

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment



NO SEALANT APPLIED AT TOP OR SIDES OF SUN SHADE

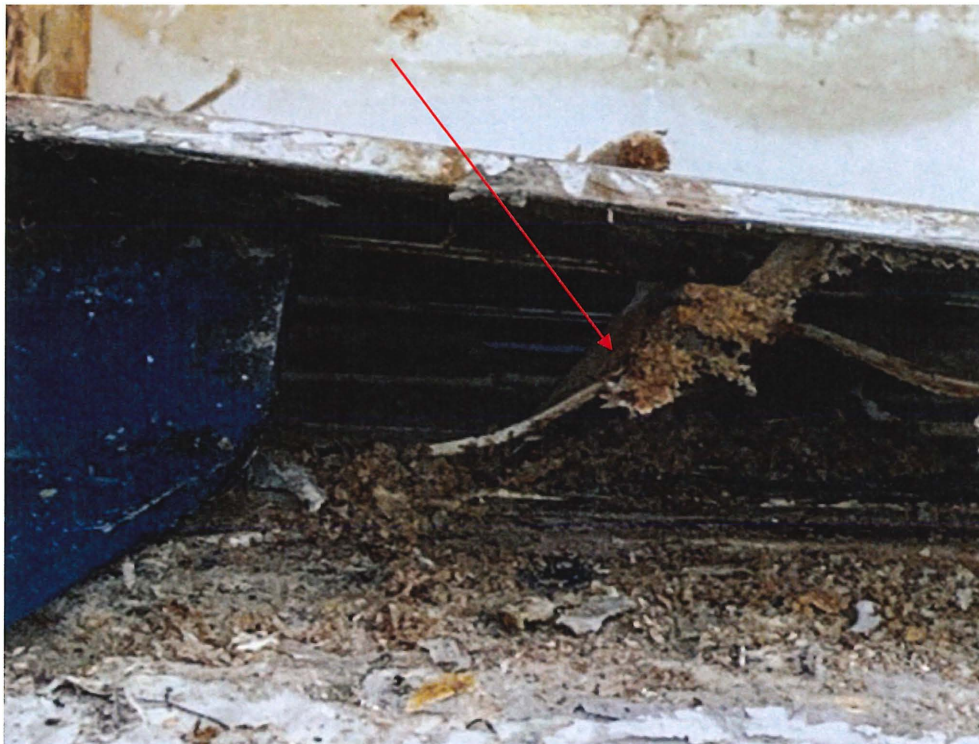


UNSEALED SUN SHADE ATTACHMENT ANCHORS

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment

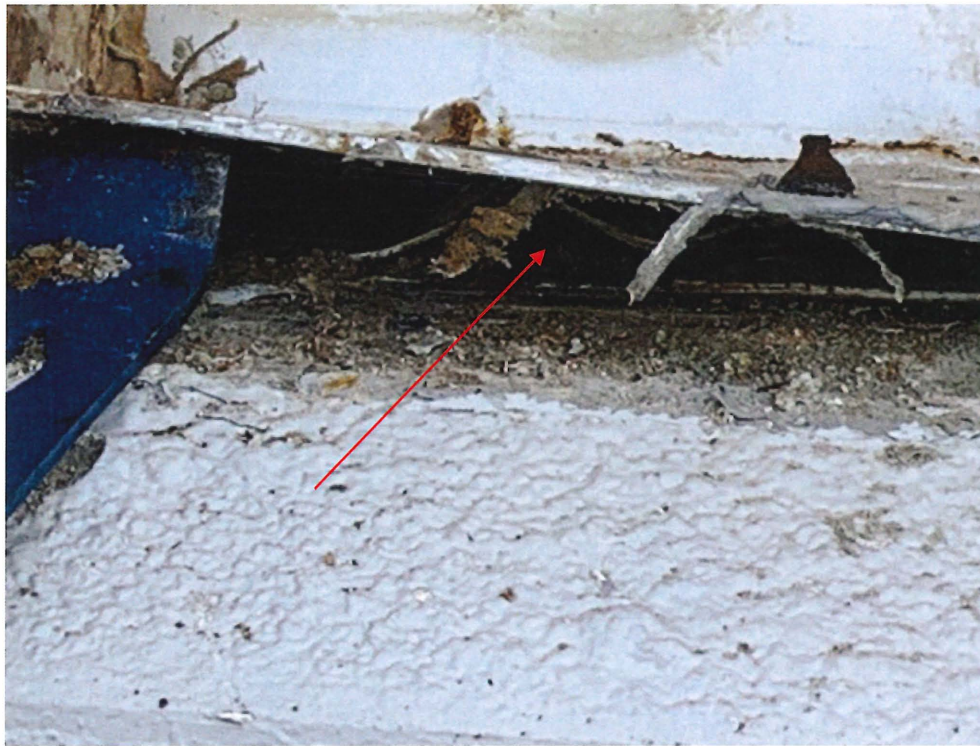


UNSEALED SUN SHADE ATTACHMENT ANCHORS



DIS-BONDED SEALANT BENEATH SILL FLASHING

Wright Construction – Bonita Springs City Hall Building
Exterior Wall/Window Assessment



DIS-BONDED SEALANT BENEATH SILL FLASHING



Limited Initial Assessment
Bonita Springs City Hall
9101 Bonita Beach Road Southeast
Bonita Springs, Florida 34135

AMRC Project # 20-092369-IAQ

October 1, 2020

Submitted to:
Mr. John Purnell
Wright Construction Group
5811 Youngquist Road
Fort Myers, Florida 33912

AMERICAN MANAGEMENT RESOURCES CORPORATION (AMRC)
5230 Clayton Court
Fort Myers, Florida 33907
Phone: 239-936-8266
Fax: 239-936-0737

American Management Resources Corporation (AMRC) is pleased to present this report for the limited initial assessment for water damage and visible microbial growth within the first floor of the commercial building located at 9101 Bonita Beach Road in Bonita Springs, Florida (the 'site', or 'room(s)'). It was reported to AMRC that mold was discovered during renovation activities. This report summarizes the visual assessment, direct reading measurements, sampling data, and recommendations.

EXECUTIVE SUMMARY

On September 25, 2020, AMRC visited the site and performed a non-destructive limited visual assessment of accessible building materials and select contents within the first floor, and collected measurements of moisture content, temperature and relative humidity. Additionally, air samples were collected for fungal spore analysis. During the assessment, AMRC did observe localized areas of water damage and visible suspect mold growth. Elevated moisture was detected, and temperature and relative humidity readings were outside the recommended guidelines. The air samples collected did not reveal a fungal amplification at the time of the assessment.

Based on the presence of impacted building materials, it is AMRC's opinion that the source(s) of the water intrusion or moisture should be repaired, and impacted materials should be removed/cleaned by an experienced contractor according to current industry guidelines. Recommendations are provided in this document.

SITE DESCRIPTION

The subject site is a two-story, concrete block, commercial structure built on a poured concrete slab. The exterior of the building consists of stucco. The interior wall systems consist of wallboard material and the ceilings are acoustical ceiling tiles. The Heating Ventilation and Air Conditioning (HVAC) is supplied by split systems.

METHODS AND MATERIALS

Visual Inspection

AMRC inspected readily accessible areas for visible microbial (mold) growth and/or water-impacted building materials. Observations are described below, and noteworthy photos are provided in the attached photo log.

Moisture Measurements

Using a GE Surveymaster™ Protimeter, AMRC measured moisture levels in select building materials throughout the site. Results of moisture content in wood is expressed as a percent of moisture content (%MC) and the moisture content in other building products is expressed as a percent wood moisture equivalent (%WME). Generally, readings between 0 and 15% WME/MC are considered 'not elevated', readings between 15 and 20% WME/MC are 'above normal' and readings above 20% WME/MC are considered 'elevated'.¹The relative known moisture (REL) is determined using the scanning function of the Protimeter and are used as a relative percentage of moisture equivalents. Excessive moisture in buildings can lead to decay and deterioration of components and decorative finishes.

¹Protimeter Technical Data Sheet 52. March 1996

Temperature/Relative Humidity (RH)

Direct read measurements for temperature and relative humidity were measured during the site visit using an AZ 7755 Portable CO₂ Meter. The results were compared with the recommended guidelines of the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Incorporated (ANSI-ASHRAE 55-2010 “Thermal Environmental Conditions for Human Occupancy”) which gives thermal environmental conditions considered to be both comfortable and healthy for building occupants. The recommended temperature zones lie between 71- and 76-degrees Fahrenheit (°F) and between 20 and 60 percent relative humidity (%RH), depending on the clothing worn and the activities of the building occupants. These guidelines are intended to achieve thermal conditions at which 80 percent of the occupants will find the building environment acceptable (comfortable). The Environmental Protection Agency (EPA) recommends maintaining the relative humidity between 30 – 60% to inhibit the potential for mold growth.²

Carbon Dioxide

The concentration of carbon dioxide was measured using an AZ 7755 Portable CO₂ Meter and the results were compared to ASHRAE guidelines. ASHRAE standards recommend indoor concentrations not exceed outdoor concentrations by more than 700 parts per million (ppm). Concentrations of carbon dioxide that exceed the outdoor by 700 ppm can be used as an indicator of inadequate ventilation, i.e. insufficient introduction of fresh make-up air.

Non-viable Microbial Samples

Airborne levels of microorganisms were measured using a calibrated Buck BioAire and Allergenco cassettes for direct examination and identification of fungal spores and fungal structures. Results are reported in concentrations of structures per cubic meter (structures/m³) and are attached to this report. The samples were analyzed by an accredited laboratory, Daane Labs, an independent microbiology identification laboratory located in Naples, Florida, using chain of custody procedures.

OBSERVATIONS, RECOMMENDATIONS AND RESULTS

Visual Inspection and Moisture Measurements

Table 1: Visual Observations

Area/Room	Observation	Recommendation**
Break Room 117	◦ A malodor and visible suspect mold growth were not observed. ◦ Elevated moisture was not detected. ◦ Water damage was observed on the drywall and caulking around the window. ◦ Water staining was observed on the block near the ceiling.	◦ Under containment, remove the drywall from the floor up to the window and two-feet (2') around the window in all directions. Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials. ◦ Once the drywall is removed, conduct water testing to verify there are no active leaks and repair and/or seal as needed.
Mechanical Room 116	◦ A malodor was not observed. ◦ Visible suspect mold growth was observed on the right wall up	◦ Under containment, remove the drywall from floor to ceiling from the right wall. ◦ Remove the drywall from the floor up four-

² <http://www.epa.gov/mold/moldresources.html>

	approximately eight-feet (8') around the outdoor vents and on all other walls. ◦ Elevated moisture was not detected. ◦ Bubbling paint was observed on the right wall approximately ten-feet (10') up.	feet (4') from the rear, left and front walls. ◦ Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials. ◦ Once the drywall is removed, conduct water testing to verify there are no active leaks and repair and/or seal as needed.
Janitor's Closet 111	◦ A malodor was not observed. ◦ Water damage and suspect discoloration were observed on the drywall around the mop sink.	◦ Under containment, remove the drywall from the floor up four-feet (4') from the front and left walls. Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials. ◦ If the mop sink is to remain, consideration should be given to installing a water-resistant board to prevent water damage.
Meeting Room 120	◦ A malodor was not observed upon entering; however, a malodor was observed when accessing the wall cavity. ◦ Visible suspect mold growth was observed behind the drywall on the front wall. ◦ Water damage was observed around the right window.	◦ Under containment, remove the drywall from floor to ceiling from the front wall. Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials. ◦ Once the drywall is removed, conduct water testing to verify there are no active leaks and repair and/or seal as needed.
Reception 102	◦ A malodor was not observed upon entering; however, a malodor was observed when accessing the wall cavity. ◦ Visible suspect mold growth was observed around the window. ◦ Elevated moisture was detected in the drywall and in the block.	◦ Under containment, remove the drywall from floor to ceiling around the right window on the front wall spanning two-feet (2') out to the right and left. Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials. ◦ Once the drywall is removed, conduct water testing to identify point(s) of water intrusion and repair and/or seal as needed.
Office 105	◦ A malodor was not observed. ◦ Visible suspect mold growth was observed on the front wall. ◦ Elevated moisture was detected in the drywall.	◦ Under containment, remove the drywall from floor to ceiling from the front wall. Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials. ◦ Once the drywall is removed, conduct water testing to identify point(s) of water intrusion and repair and/or seal as needed.
Office 106	◦ A malodor was not observed. ◦ Visible suspect mold growth was observed on the front and left walls. ◦ Elevated moisture was detected	◦ Under containment, remove the drywall from floor to ceiling from the front and left walls. Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet

	in the drywall.	materials. Once the drywall is removed, conduct water testing to identify point(s) of water intrusion and repair and/or seal as needed.
** Continue removing materials as needed, to a minimum of two-feet (2') beyond visible mold, water staining, and/or wet materials. ◦ The directions/locations within the rooms provided in the table above are given assuming you are standing outside looking at the entry door.		

Temperature/Relative Humidity (RH)/ Carbon Dioxide

Table 2: Temperature, Relative Humidity and Carbon Dioxide Readings

Location	Temperature (°F)	Relative Humidity (%RH)	Carbon Dioxide (ppm)
Outdoor	89.7	87.7	878
Break Room	68.9	71.5	501
Mechanical Room 116	67.4	81.6	480
Office 105/106	72.8	73.8	502

*Results in **bold/italic** font was outside recommended guidelines

- The temperature was outside the recommended guideline for thermal comfort during the sampling period; apart from Office 105/106.
- The relative humidity was outside the recommended guideline for limiting conditions conducive to mold growth during the sampling period. ***Adjustments should be made to the A/C settings to maintain the relative humidity between 30 and 60%.***
- The carbon dioxide was within the recommended guideline.

Non-viable Microbial Samples

Table 3: Fungal Air Sample Results

Location	Total Spore Count (spores/m ³)	Outdoor Spore Count (spores/m ³)
Mechanical Room 116	133	4,000
Office 106	107	

- Based on the sampling data, a fungal amplification was not apparent in the air during the sampling event.

Notes: When fungal samples are collected within a building, it is expected to find some level of fungal spores and parts present, both in the air and on surfaces. Indoor living environments should not be expected to be sterile. Molds are part of the natural indoor and outdoor environment. The outdoor environment provides a continuous opportunity for these organisms to be present. Therefore, it is impossible to rid a typical indoor environment completely of mold spores ("mold

free”) or maintain an environment free of mold spores; some mold spores will be found floating through the air and in dust. Mold growth is controlled by controlling moisture, and indoor mold growth can and should be prevented or controlled by controlling moisture indoors.³There are no EPA or federal mold standards or standardized methods for sample collection, analyses of mold, or data interpretation. There are no peer reviewed health or exposure-based standards that can be used to evaluate a mold sampling result.⁴The analysis is presumptive, and the results are limited to what is in the air and collected by the sampling device at the exact time of sampling.

Molds are everywhere in the environment, especially in the humid south, and require the following to grow: an organic matter food source, appropriate temperature, adequate moisture and oxygen. Availability of water is the most significant factor affecting mold growth. The ability for mold to grow, and the types of fungi that could grow, are determined by the water activity of the surface on which it is growing. Most molds require a surface moisture or humidity level of 70-90% to start growing, however, some can grow in conditions as low as 61%. Depending on the amount of available water, mold growth can occur very quickly, within 24-48 hours. Long-term, high-humidity conditions allow porous materials to absorb moisture from the air and can be favorable for mold growth.

General recommendations are discussed below for remediation of microbiologically impacted contents and should be followed for all areas that contain suspect microbiological growth. The cleanup recommendations should be used in other areas if further affected materials are found during the cleanup work. Also, it is recommended that a general cleaning be performed on the interior surfaces of the project areas at the completion of remediation activities.

Based on these initial site visits, the following general recommendations are made:

1. Cleaning and decontamination work should be completed by trained workers utilizing a written specification/recommendation/protocol.
2. The work areas should be unoccupied; the HVAC system servicing the work areas should be shut down and the ventilation ducts sealed during work activities. Dehumidification equipment should be used to condition the air when the HVAC system is not in use.
3. High Efficiency Particulate Air (HEPA)-filtration machines should be used throughout the project area during and after cleaning activities to reduce the particulate.
4. Biocides can have negative effects on some individuals and building materials. If biocides are to be used in this project, AMRC recommends the contractor discuss with the appropriate site manager all products to be used in the remediation activities. AMRC recommends a mild detergent solution or clean water for use in cleaning activities during this project.
5. At a minimum, the interior of the air handler(s) servicing the impacted areas should be cleaned (including the coils, fan and insulation) using HEPA-filtered vacuum cleaners and

³EPA. <http://iaq.supportportal.com/ics/support/kbanswer.asp?deptID=23007&task=knowledge&questionID=16460>

⁴FL Department of Health. <http://www.floridahealth.gov/%5C/environmental-health/mold/index.html#should%20I%20test%20for%20mold>

wet wiping with an appropriate cleaner. Any damaged insulation should be replaced.

6. HEPA vacuuming of surfaces is recommended at the start and finish of the aforementioned cleaning processes.
7. Once all work has been completed, the areas should be re-inspected for microbial growth to evaluate the effectiveness of the remediation activities. If further assessment of the work area is necessary, fungal samples may also be collected.
8. HEPA filtration should run for a minimum of 24 hours following the conclusion of remediation activities and prior to final inspection and testing.
9. A post-remediation inspection should be performed at the end of remediation activities. AMRC recommends that the following criteria are met in each of the impacted areas prior to dismantling the containment(s) and reconstruction:
 - Project area(s) are free of visible dust and debris;
 - Remaining building materials/contents are free of visible mold;
 - Absence of malodors;
 - If air samples are collected, mold spore concentrations inside the containment should be similar (in total spore count and genera) or less than, samples collected outside the containment and outdoors;
 - If surface samples are collected, mold spore concentrations should be reported as no more than "Low" and are dependent upon the spore identification.

This report has been prepared for the sole use of Wright Construction and may not be relied on by any other party without AMRC's written permission. These recommendations are provided at your request and are meant to provide a brief outline of work suggested to remediate the mold growth in the known areas of the subject site and apply to conditions observed at the site during the time of the assessment and do not predict future conditions. These recommendations are suggestions and minimal guidelines for an experienced and competent remediation contractor to include in their work plans and procedures and are not a site-specific specification. A site-specific specification can be prepared if requested. It is possible that during the remediation work, further areas of microbiological growth may be discovered, and additional work, above and beyond AMRC's initial scope of work, may be necessary.

In all situations, the underlying cause of moisture accumulation and/or fungal growth must be fully rectified or fungal growth will continue; or, in cases where full remediation has been performed, fungal growth will recur. If overall moisture accumulation within the building is not prevented and controlled, then fungal growth will occur.

AMRC does not intend this report to offer any conclusions about the integrity of the structure or the overall cleanliness of the inspected areas. The AMRC site visit and any opinions expressed are limited to non-destructive assessment methods. AMRC is not a medical or health services company. AMRC has no medical staff and is not licensed to practice medicine or to give medical advice. AMRC recommends that appropriate medical advice be sought by anyone concerned about the potential risks and hazards of exposure to microbiological organisms if present.

AMRC appreciates this opportunity to provide technical assistance. If you have any questions, please do not hesitate to contact us at (239) 936-8266.

Respectfully,

AMERICAN MANAGEMENT RESOURCES CORPORATION



Jack Snider, III, CSP
Senior Consultant
License Number: MRSA787



Zachary Middleby
Environmental Consultant
License Number: MRSA3062

Enclosure: Photo Log
 Laboratory Report



Photo 1: Bonita Springs City Hall



Photo 2: Break Room 117

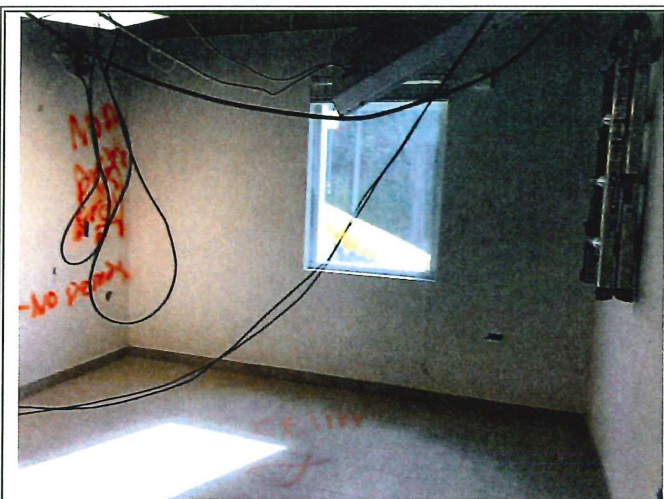


Photo 3: Break Room – Overview of assessed area.

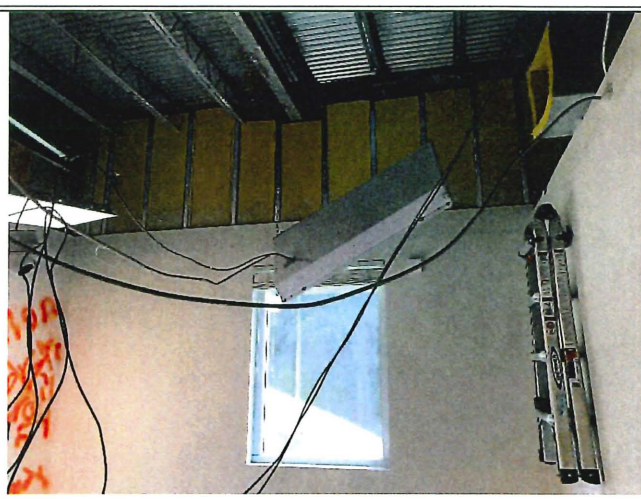


Photo 4: Break Room – Overview of assessed area.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)





Photo 5: Break Room - Elevated moisture was not detected.

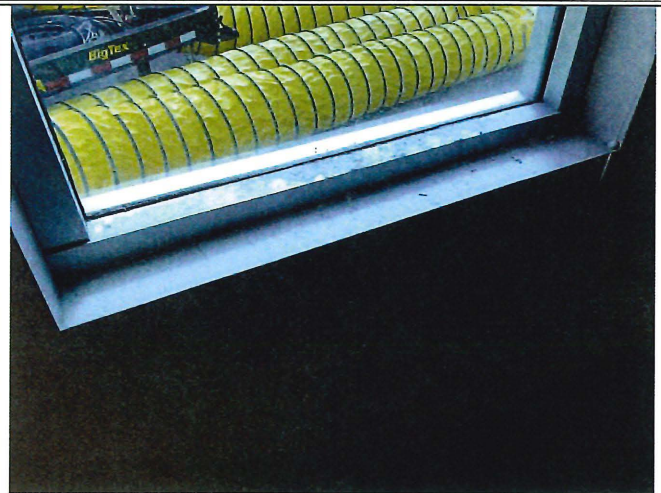


Photo 6: Break Room - Water damage was observed on the drywall and caulking around the window.



Photo 7: Break Room - Water damage was observed on the drywall and caulking around the window.



Photo 8: Break Room - Water damage was observed on the drywall and caulking around the window.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)



Photo 9: Break Room - Water staining was observed on the block near the ceiling.



Photo 10: Break Room – Overview of temperature, relative humidity and carbon dioxide readings.

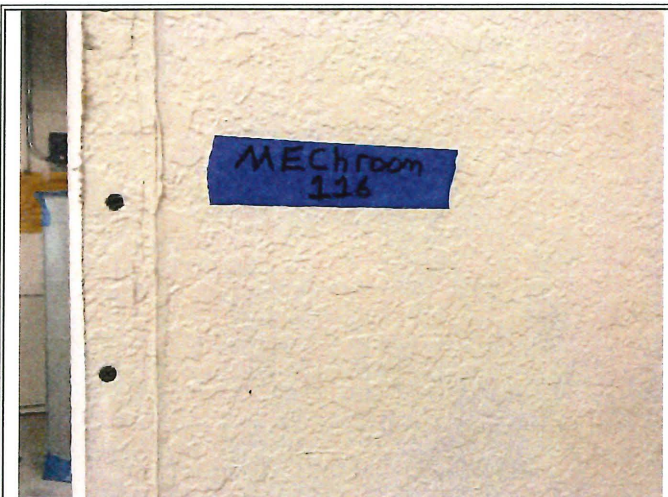


Photo 11: Mechanical Room 116



Photo 12: Mechanical Room 116 – Overview of assessed area.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)



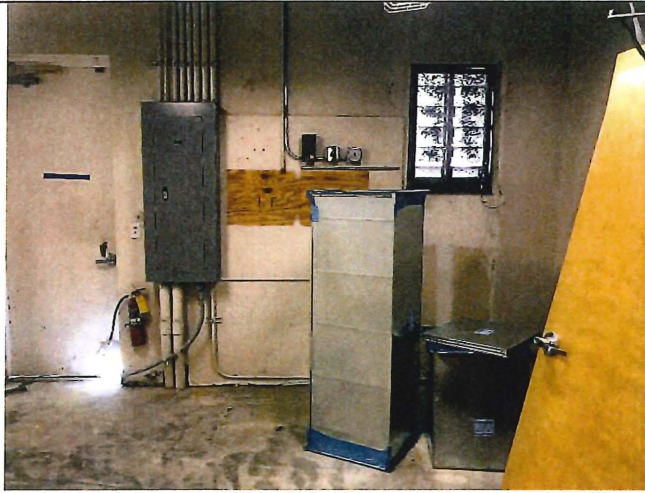


Photo 13: Mechanical Room 116 – Overview of assessed area.



Photo 14: Mechanical Room 116 – Visible suspect mold growth was observed on the right wall up approximately eight-feet (8') around the outdoor vents and on all other walls.

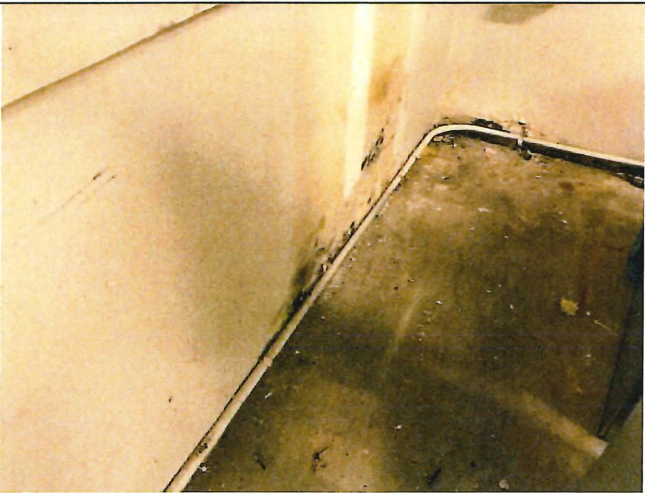


Photo 15: Mechanical Room 116 – Visible suspect mold growth was observed on the right wall up approximately eight-feet (8') around the outdoor vents and on all other walls.



Photo 16: Mechanical Room 116 – Visible suspect mold growth was observed on the right wall up approximately eight-feet (8') around the outdoor vents and on all other walls.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)



Photo 17: Mechanical Room 116 – Visible suspect mold growth was observed on the right wall up approximately eight-feet (8') around the outdoor vents and on all other walls.



Photo 18: Mechanical Room 116 – Elevated moisture was not detected.



Photo 19: Mechanical Room 116 – Bubbling paint was observed on the right wall approximately ten-feet (10') up.



Photo 20: Mechanical Room 116 – Overview of temperature, relative humidity and carbon dioxide readings.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)



Photo 21: Janitor's Closet 111



Photo 22: Janitor's Closet 111 – Overview of assessed area.

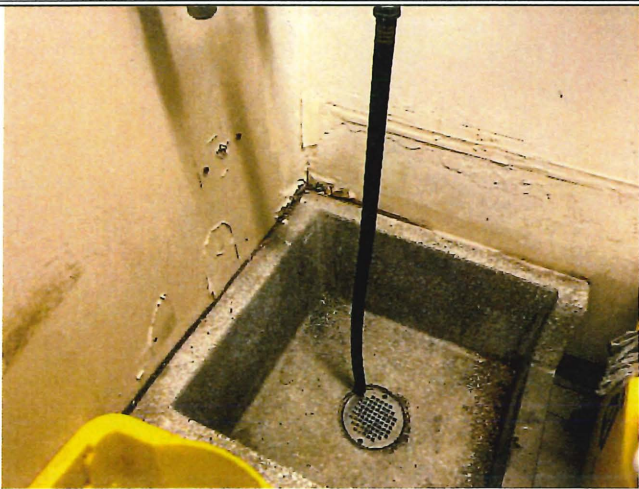


Photo 23: Janitor's Closet 111 – Water damage and suspect discoloration were observed on the drywall around the mop sink.



Photo 24: Reception 102 – Overview of assessed area.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)



Photo 25: Reception 102 – Visible suspect mold growth was observed around the window.



Photo 26: Reception 102 – Elevated moisture was detected in the drywall (84.3% WME).



Photo 27: Reception 102 – Elevated moisture was detected in the block (999 REL).

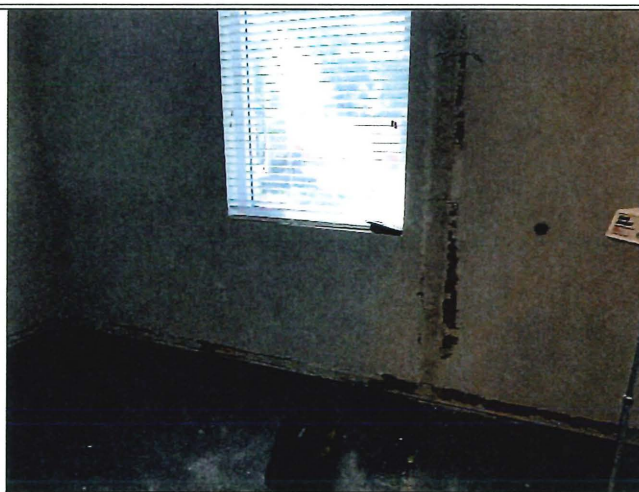


Photo 28: Office 105 – Overview of assessed area.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)



Photo 29: Office 105 – Visible suspect mold growth was observed on the front wall.



Photo 30: Office 105 – Visible suspect mold growth was observed on the front wall.



Photo 31: Office 105 – Elevated moisture was detected in the drywall (31.9% WME).



Photo 32: Office 106 - Overview of assessed area.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)



Photo 33: Office 106 - Visible suspect mold growth was observed on the front and left wall.



Photo 34: Office 106 - Visible suspect mold growth was observed on the front and left wall.

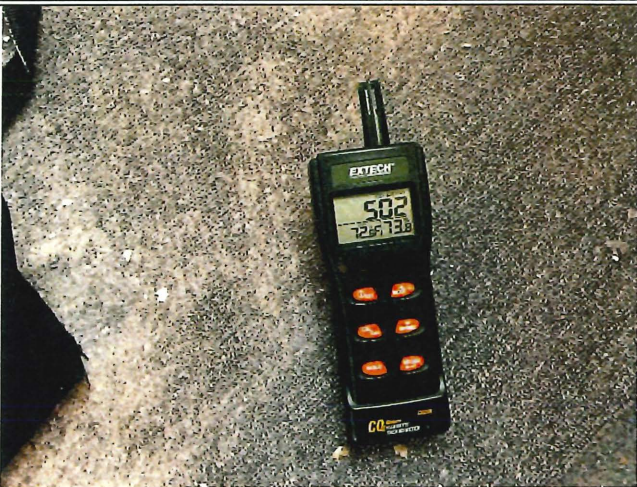


Photo 35: Office 106 - Overview of temperature, relative humidity and carbon dioxide readings.



Photo 36: Outdoor - Overview of temperature, relative humidity and carbon dioxide readings.

Title: Site Photographs 20-092369-IAQ
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: September 25, 2020 (Photographs Taken)



3806 PROGRESS AVE. NAPLES, FLORIDA, 34104
WWW.DAANELABS.COM
SALES@DAANELABS.COM

REPORT CODE: M-AMRC-121585

REPORT CODE: M-AMRC-121585														
Company	AMRC Environmental						Project Name		Wright Construction		Analyzed by/ Date	JF	9/28/20	
Address	5230 Clayton Ct, Fort Myers, FL 33904													
Contact	Cassie Rahe													
Phone	239-936-8266													
Email	cassie@amrc-environmental.com						Project Number		20-092369-1AQ					
Lab ID Number	121585-1			121585-2			121585-3		Intentionally Left Blank		Intentionally Left Blank		Intentionally Left Blank	
Collection Date	9/25/20			9/25/20			9/25/20							
Volume	75			75			75							
Location	Outside 1			Mech Rm			Office 106							
4/9/00 12:00 AM	100			100			100							
Spore Identification	Raw Count	Spore/m ³	% of Total	Raw Count	Spore/m ³	% of Total	Raw Count	Spore/m ³	% of Total					
Aspergillus/ Penicillium		0	0		0	0		0	0					
	Chaetomium	0	0	3	40	30	2	27	25					
	Stachybotrys	0	0	4	53	40	1	13	13					
Alternaria		0	0		0	0		0	0					
	Arthrrium	0	0		0	0		0	0					
	Ascospores	122	1627	41		0	0	1	13	13				
Basidiospores	146	1947	49	2	27	20	3	40	38					
Cladosporium		0	0		0	0		0	0					
Cercospora	2	27	1		0	0	1	13	13					
Curvularia	14	187	5		0	0		0	0					
Dreschlera/ Bipolaris/ Exserohilum		0	0		0	0		0	0					
Epicoccum		0	0		0	0		0	0					
Fusarium		0	0		0	0		0	0					
Ganoderma	16	213	5		0	0		0	0					
Memnoniella		0	0		0	0		0	0					
Myxomycetes/ Periconia/ Smut		0	0		0	0		0	0					
Nigrospora		0	0	1	13	10		0	0					
Pithomyces		0	0		0	0		0	0					
Rust		0	0		0	0		0	0					
Spegazzinia		0	0		0	0		0	0					
Torula		0	0		0	0		0	0					
Ulocladium		0	0		0	0		0	0					
Total Fungi	300	4000	100	10	133	100	8	107	100					
Hyphal Fragment		0	N/A		0	N/A		0	N/A					
Background Debris (1-5)	2			3			5							
Background Debris is a subjective assessment of the debris level (i.e., house dust) present in the sample, ranked from 1 to 5. A higher number corresponds to a higher level of debris.														
1 = 0-5% debris; 2 = 5-25% debris; 3 = 25-75% debris; 4 = 75-90% debris; 5 = 90-100% debris														
The laboratory is not responsible for project sampling. Customer provided information: Project Name, Project Number, Project ID, Project Address, Collection Date, Volume, and Location														



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CHAIN OF CUSTODY														
Ship Samples: 06 Progress Ave., Naples, FL 34104 Email: info@daanelabs.com Phone: 239-227-4735 Web: www.daanelabs.com										1.07 ml				
Customer Information						Project Information								
Company: AMRC Environmental						Project Name: Wright Construction		Date Sampled: 9/25/20						
Contact: Cassie Rahe						Project Address: 9101 Bonita Beach Rd. Bonita Springs FL		Turnaround Time (TAT)*:		AM/PM Rush Same Day Next Day 2-Day				
Contact Phone: 239-936-8266						Project Number: 20-092369-DA		Attach COC to Report?		Yes No				
Contact Email: cassie@amrcfl.com														
Address: 5230 Clayton Ct, Ft Myers, FL 33907														
Sample Information														
Lab ID	Sample Location	Sample ID	Volume	Please check the appropriate box(es) to indicate your analysis request. Failure to check an analysis type may result in reporting delays.										Comments/ Special Instructions
				Non-Viable (Select TAT)					Viable (24-48hr)					
				Air	Swab	Tape	Bulk	Dust	Air	Swab				
				Spore Trap	Mold	Mold	Mold	Particle ID	OPPS (Count & ID)	Total Bacteria (Count)	Total Bacteria (Count & ID)	E. coli & Coliform		
laboratory Use Only	(Outdoor, Living Room, Master Suite, etc.)	(Cassette serial #, swab ID, tape ID, etc.)	(pump rate x sample time)											
215851	Outside 1	3994958	75v	X										
2	Mech RM	3994974		X										
2	Office 106	3994954		X										
Submitted By: Zachary Middledy				Received By: C.J.				Analyzed By/ Date: 9/28/20						
Date/Time: 9/25/20				Date/Time: 9/28/20 1536										
* - Turnaround Times (TAT) are relative to when samples are received by the lab, not when samples are dropped off. Daane Labs cuts off sample receipt at 2:00 pm for analytical and reporting purposes.														
Notes:														



Limited Initial Assessment
Bonita Springs City Hall-2nd Floor
9101 Bonita Beach Road Southeast
Bonita Springs, Florida 34135

AMRC Project # 20-092369-IAQ/2

October 21, 2020

Submitted to:
Mr. John Purnell
Wright Construction Group
5811 Youngquist Road
Fort Myers, Florida 33912

AMERICAN MANAGEMENT RESOURCES CORPORATION (AMRC)
5230 Clayton Court
Fort Myers, Florida 33907
Phone: 239-936-8266
Fax: 239-936-0737

American Management Resources Corporation (AMRC) is pleased to present this report for the limited initial assessment for water damage and visible microbial growth within the second floor of the commercial building located at 9101 Bonita Beach Road in Bonita Springs, Florida (the 'site', or 'room(s)'). It was reported to AMRC that mold was discovered during renovation activities. This report summarizes the visual assessment, direct reading measurements, sampling data, and recommendations.

EXECUTIVE SUMMARY

On October 13, 2020, AMRC visited the site and performed a non-destructive limited visual assessment of accessible building materials and select contents within the second floor, and collected measurements of moisture content, temperature, and relative humidity. During the assessment, AMRC did observe localized areas of water damage and visible suspect mold growth. Elevated moisture was not detected, and temperature and relative humidity readings were within the recommended guidelines.

Based on the presence of impacted building materials, it is AMRC's opinion that the source(s) of the water intrusion or moisture should be repaired, and impacted materials should be removed/cleaned by an experienced contractor according to current industry guidelines. Recommendations are provided in this document.

SITE DESCRIPTION

The subject site is a two-story, concrete block, commercial structure built on a poured concrete slab. The exterior of the building consists of stucco. The interior wall systems consist of wallboard material and the ceilings are acoustical ceiling tiles. The Heating Ventilation and Air Conditioning (HVAC) is supplied by split systems.

METHODS AND MATERIALS

Visual Inspection

AMRC inspected readily accessible areas for visible microbial (mold) growth and/or water-impacted building materials. Observations are described below, and noteworthy photos are provided in the attached photo log.

Moisture Measurements

Using a GE Surveymaster™ Protimeter, AMRC measured moisture levels in select building materials throughout the site. Results of moisture content in wood is expressed as a percent of moisture content (%MC) and the moisture content in other building products is expressed as a percent wood moisture equivalent (%WME). Generally, readings between 0 and 15% WME/MC are considered 'not elevated', readings between 15 and 20% WME/MC are 'above normal' and readings above 20% WME/MC are considered 'elevated'.¹The relative known moisture (REL) is determined using the scanning function of the Protimeter and are used as a relative percentage of moisture equivalents. Excessive moisture in buildings can lead to decay and deterioration of components and decorative finishes.

¹Protimeter Technical Data Sheet 52. March 1996

Temperature/Relative Humidity (RH)

Direct read measurements for temperature and relative humidity were measured during the site visit using an AZ 7755 Portable CO₂ Meter. The results were compared with the recommended guidelines of the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Incorporated (ANSI-ASHRAE 55-2010 “Thermal Environmental Conditions for Human Occupancy”) which gives thermal environmental conditions considered to be both comfortable and healthy for building occupants. The recommended temperature zones lie between 71- and 76-degrees Fahrenheit (°F) and between 20 and 60 percent relative humidity (%RH), depending on the clothing worn and the activities of the building occupants. These guidelines are intended to achieve thermal conditions at which 80 percent of the occupants will find the building environment acceptable (comfortable). The Environmental Protection Agency (EPA) recommends maintaining the relative humidity between 30 – 60% to inhibit the potential for mold growth.²

Carbon Dioxide

The concentration of carbon dioxide was measured using an AZ 7755 Portable CO₂ Meter and the results were compared to ASHRAE guidelines. ASHRAE standards recommend indoor concentrations not exceed outdoor concentrations by more than 700 parts per million (ppm). Concentrations of carbon dioxide that exceed the outdoor by 700 ppm can be used as an indicator of inadequate ventilation, i.e. insufficient introduction of fresh make-up air.

OBSERVATIONS, RECOMMENDATIONS AND RESULTS

Visual Inspection and Moisture Measurements

Table 1: Visual Observations

Area/Room	Observation	Recommendation**
City Manager 220	◦ A malodor was not observed. ◦ The flooring, cove base, ceiling and a portion of the front wall drywall were removed prior to AMRC’s assessment. ◦ Efflorescence was observed on the block wall. ◦ Visible suspect mold growth was observed on the backside of the removed drywall. ◦ Elevated moisture was not detected in the remaining drywall.	◦ Under containment, remove the drywall from the floor up to the window and two-feet (2’) around the window in all directions. Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials. ◦ Once the drywall is removed, conduct water testing to verify there are no active leaks and repair and/or seal as needed.
Assistant City Manager 222	◦ A malodor was not observed. ◦ The flooring, cove base, ceiling and a portion of the front wall drywall were removed prior to AMRC’s assessment. ◦ Visible suspect mold growth was observed on the backside of the	◦ Under containment, remove the drywall from the floor up to the window and two-feet (2’) around the window in all directions. Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials.

² <http://www.epa.gov/mold/moldresources.html>

	◦ drywall. ◦ Various cracks were observed on the inner window drywall. ◦ Elevated moisture was not detected in the remaining drywall.	◦ Once the drywall is removed, conduct water testing to verify there are no active leaks and repair and/or seal as needed.
2 nd Floor Window Areas	◦ Various cracks were observed around windows, primarily at the windowsills. ◦ Visible suspect mold growth was not observed. ◦ Elevated moisture was not detected.	◦ Based on similar observations on the interior side of the drywall and mold being present within the wall cavity, further destructive investigation is needed to determine if drywall removal is necessary.
Stair 201A, Vestibule 201 and Adjacent Cubicle Area	◦ A malodor was not observed. ◦ Visible suspect mold growth was observed at the base of the drywall where the cove base had been removed prior to AMRC's assessment. ◦ Elevated moisture was not detected.	◦ Under containment, remove the drywall from the floor up approximately one foot (1'). Continue removing materials as needed a minimum of two feet beyond visible mold, water staining, and/or wet materials.
** Continue removing materials as needed, to a minimum of two-feet (2') beyond visible mold, water staining, and/or wet materials. ◦ The directions/locations within the rooms provided in the table above are given assuming you are standing outside looking at the entry door.		

Temperature/Relative Humidity (RH)/ Carbon Dioxide

Table 2: Temperature, Relative Humidity and Carbon Dioxide Readings

Location	Temperature (°F)	Relative Humidity (%RH)	Carbon Dioxide (ppm)
City Manager 220	73.8	47.7	513
City Attorney 206	72.3	50.1	519
Public Works Director 219	72.6	50.5	518

*Results in **bold/italic** font was outside recommended guidelines

- The temperature was within the recommended guideline for thermal comfort during the sampling period.
- The relative humidity was within the recommended guideline for limiting conditions conducive to mold growth during the sampling period.
- The carbon dioxide was within the recommended guideline.

General recommendations are discussed below for remediation of microbiologically impacted contents and should be followed for all areas that contain suspect microbiological growth. The cleanup recommendations should be used in other areas if further affected materials are found

during the cleanup work. Also, it is recommended that a general cleaning be performed on the interior surfaces of the project areas at the completion of remediation activities.

Based on these initial site visits, the following general recommendations are made:

1. Cleaning and decontamination work should be completed by trained workers utilizing a written specification/recommendation/protocol.
2. The work areas should be unoccupied; the HVAC system servicing the work areas should be shut down and the ventilation ducts sealed during work activities. Dehumidification equipment should be used to condition the air when the HVAC system is not in use.
3. High Efficiency Particulate Air (HEPA)-filtration machines should be used throughout the project area during and after cleaning activities to reduce the particulate.
4. Biocides can have negative effects on some individuals and building materials. If biocides are to be used in this project, AMRC recommends the contractor discuss with the appropriate site manager all products to be used in the remediation activities. AMRC recommends a mild detergent solution or clean water for use in cleaning activities during this project.
5. At a minimum, the interior of the air handler(s) servicing the impacted areas should be cleaned (including the coils, fan and insulation) using HEPA-filtered vacuum cleaners and wet wiping with an appropriate cleaner. Any damaged insulation should be replaced.
6. HEPA vacuuming of surfaces is recommended at the start and finish of the aforementioned cleaning processes.
7. Once all work has been completed, the areas should be re-inspected for microbial growth to evaluate the effectiveness of the remediation activities. If further assessment of the work area is necessary, fungal samples may also be collected.
8. HEPA filtration should run for a minimum of 24 hours following the conclusion of remediation activities and prior to final inspection and testing.
9. A post-remediation inspection should be performed at the end of remediation activities. AMRC recommends that the following criteria are met in each of the impacted areas prior to dismantling the containment(s) and reconstruction:
 - Project area(s) are free of visible dust and debris;
 - Remaining building materials/contents are free of visible mold;
 - Absence of malodors;
 - If air samples are collected, mold spore concentrations inside the containment should be similar (in total spore count and genera) or less than, samples collected outside the containment and outdoors;
 - If surface samples are collected, mold spore concentrations should be reported as no more than "Low" and are dependent upon the spore identification.

This report has been prepared for the sole use of Wright Construction and may not be relied on by any other party without AMRC's written permission. These recommendations are provided at your request and are meant to provide a brief outline of work suggested to remediate the mold growth in the known areas of the subject site and apply to conditions observed at the site during the time of the assessment and do not predict future conditions. These recommendations are suggestions and minimal guidelines for an experienced and competent remediation contractor to include in their work plans and procedures and are not a site-specific specification. A site-specific specification can be prepared if requested. It is possible that during the remediation work, further areas of microbiological growth may be discovered, and additional work, above and beyond AMRC's initial scope of work, may be necessary.

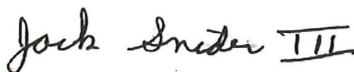
In all situations, the underlying cause of moisture accumulation and/or fungal growth must be fully rectified or fungal growth will continue; or, in cases where full remediation has been performed, fungal growth will recur. If overall moisture accumulation within the building is not prevented and controlled, then fungal growth will occur.

AMRC does not intend this report to offer any conclusions about the integrity of the structure or the overall cleanliness of the inspected areas. The AMRC site visit and any opinions expressed are limited to non-destructive assessment methods. AMRC is not a medical or health services company. AMRC has no medical staff and is not licensed to practice medicine or to give medical advice. AMRC recommends that appropriate medical advice be sought by anyone concerned about the potential risks and hazards of exposure to microbiological organisms if present.

AMRC appreciates this opportunity to provide technical assistance. If you have any questions, please do not hesitate to contact us at (239) 936-8266.

Respectfully,

AMERICAN MANAGEMENT RESOURCES CORPORATION



Jack Snider, III, CSP
Senior Consultant
License Number: MRSA787



Zachary Middleby
Environmental Consultant
License Number: MRSA3062

Enclosure: Photo Log



Photo 1: City Hall



Photo 2: City Manager 220-Overview of assessed area.



Photo 3: City Manager 220-Efflorescence was observed on the block wall.



Photo 4: City Manager 220-Visible suspect mold growth was observed on the backside of the removed drywall.

Title: Site Photographs 20-092369-IAQ/2
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: October 13, 2020 (Photographs Taken)



Photo 5: City Manager 220-Elevated moisture was not detected.



Photo 6: Assistant City Manager 222-Overview of assessed area.



Photo 7: Assistant City Manager 222- Visible suspect mold growth was observed on the backside of the drywall.



Photo 8: Assistant City Manager 222-Various cracks were observed on the inner window drywall.

Title: Site Photographs 20-092369-IAQ/2
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: October 13, 2020 (Photographs Taken)



Photo 9: Assistant City Manager 222-Elevated moisture was not detected.



Photo 10: Stair 201A/Vestibule201/Adjacent Cubicles- Overview of assessed area.



Photo 11: Stair 201A/Vestibule201/Adjacent Cubicles- Visible suspect mold growth was observed at the base of the drywall where the cove base had been removed.



Photo 12: Stair 201A/Vestibule201/Adjacent Cubicles- Visible suspect mold growth was observed at the base of the drywall where the cove base had been removed.

Title: Site Photographs 20-092369-IAQ/2
Site: 9101 Bonita Beach Road SE, Bonita Springs, FL 34135
Date: October 13, 2020 (Photographs Taken)



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

☒ Change Order No 1

☐ Supplemental Task Authorization No:

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

CONTRACT/PROJECT NAME: City Hall HVAC Renovations and Remodel

CONSULTANT: Wright Construction Group, Inc.

SOLICIT. NO: CN 19-12 CONTRACT NO: BSC 19-12-246 ACCOUNT NO: 30.270.5194924

REQUESTED BY: Meg Weiss, Director of Admin Services DATE OF REQUEST: 12/09/2020

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

EXHIBIT A: SCOPE OF PROFESSIONAL SERVICE: DATED: 12/16/2020

EXHIBIT B: COMPENSATION & METHOD OF PAYMENT: DATED: 12/16/2020

EXHIBIT C: TIME AND SCHEDULE OF PERFORMANCE: DATED: 12/16/2020

EXHIBIT D: CONSULTANT'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTOR(S): DATED: 12/16/2020

EXHIBIT E: PROJECT GUIDELINES AND CRITERIA: DATED: 12/16/2020

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

ACCEPTED:

ATTEST:

CITY APPROVAL:

By: _____
Consultant Signature

By: _____
City Clerk

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

George Andy Powell
Print Name

Date

Date Approved

5811 Youngquist Road
Address

Fort Myers, FL 33912
Address

APPROVED:
By: _____
City Attorney's Office

APPROVED:
By: _____
Mayor
City Council for Bonita Springs

Date Accepted: _____

Date Approved: _____

Date Approved: _____

Corporate Seal

Exhibit A

Scope of Professional Services
City Hall HVAC Renovations and Remodel

Date: 12/16/2020

☒ Change Order No: 1

☐ Supplemental Task Authorization No:

Section 1 Changes to Professional Services

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

Section 2 Tasks

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

EXHIBIT B

Compensation and Method of Payment City Hall HVAC Renovations and Remodel

Date: 12/16/2020

☒ Change Order No: 1

☐ Supplemental Task Authorization No:

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

NOTE: A lump sum (LS) or not-to-exceed (NTE) amount of compensation to be paid the Consultant should be established and set forth below for each task or sub-task described and authorized in the Scope of Professional Services. Tasks to be paid on a work-in-progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	CHANGE ORDER NO. 1	\$223,032.79	NTE	
TOTAL		\$223,032.79		

Compensation and Method of Payment – Page 2
City Hall HVAC Renovations and Remodel

Section 2 Summary of Change(s) in Compensation

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

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1	CHANGE ORDER NO. 1	\$1,972,685.00	\$0.00	\$223,032.79	\$1,995,267.79
TOTAL		\$1,972,685.00	\$0.00	\$223,032.79	N/A

EXHIBIT C

Time and Schedule of Performance
City Hall HVAC Renovations and Remodel

Date: 12/16/2020

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

☐ Supplemental Task Authorization No:

Section 1 Change(s) in Time and Schedule of Performance

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order or Supplemental Task Authorization is as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	Construction to Substantial Completion	175	175
2	Construction to Final Completion	30	205
3	Change Order No. 1	45	250

Time and Schedule of Performance – Page 2
City Hall HVAC Renovations and Remodel

Section 2 Summary of the Impact of Change(s) in Time and Schedule of Performance on the Overall Project

Pursuant to and in consideration of the changes in the Scope of Professional Services in this Change Order or Supplemental Task Authorization, the time and schedule the City and the Consultant have previously agreed to for all of the work to be done under the Professional Service Agreement shall be changed as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s) City Hall HVAC Renovations and Remodel

Date: 12/16/2020

☒ Change Order No: 1

☐ Supplemental Task Authorization No:

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No
NONE	NONE		

EXHIBIT E

Project Guidelines and Criteria
City Hall HVAC Renovations and Remodel

Date: 12/16/2020

☒ Change Order No: 1

☐ Supplemental Task Authorization No:

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

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

Item No. 1

NONE

EXHIBIT F

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Annual Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify to the above statement, the prospective vendor shall attach an explanation to this form.

VENDOR

Wright Construction Group, Inc. _____
Company Name

DUNS Number

Signature

12/10/20
Date

George Andy Powell, Vice President
Print Name and Title

5811 Youngquist Road
Street Address

Fort Myers, FL 33912
City, State, Zip

For City of Bonita Springs use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: [] is debarred [] is not debarred

Verified by: _____
Name

Date: _____

EXHIBIT G

Scrutinized Companies Statement

SWORN STATEMENT UNDER SECTION 287.135(5), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1 This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number **BSC 19-12-246** for City Hall HVAC Renovations and Remodel

2. This sworn statement is submitted by Wright Construction Group, Inc. whose business
[Name of entity submitting sworn statement]

address is 5811 Youngquist Road Fort Myers, FL 33912 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2246559 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is George Andy Powell and my relationship to the above is
[Please print name of individual signing] Vice President

4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.

6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

[x] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

[x] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

[x] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

[x] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized

Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment, Scrutinized Companies Statement, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____,

by _____ as _____ of

_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has

produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

To access the lists: <http://www.sbafla.com/fsb/> > Funds We Manage tab > FRS Pension Plan - Global Governance Mandates > Global Governance Mandate Quarterly Reports > most current quarter

Scrutinized Companies that Boycott Israel List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in Sudan List:

☐ entity is **NOT** on list ☐ entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:

☐ entity is **NOT** on list ☐ entity is on list

Business Operations in Cuba or Syria:

☐ entity is **NOT** on list ☐ entity is on list

Verified by: _____
Print Name

Date: _____

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 20 – ____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A FISCAL YEAR 2021 BUDGET AMENDMENT TO USE GENERAL FUND APPROPRIATED FUND BALANCE RESERVES TO FUND A CHANGE ORDER FOR THE CITY HALL RENOVATION PROJECT IN THE CAPITAL PROJECTS FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2020, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2021; and

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

WHEREAS, funding for the additional anticipated expenditures of \$223,033 is available through the use of General Fund appropriated fund balance reserves, as authorized in Resolution No. 20-95.

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

- 1.The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon its adoption.
- 2.The Bonita Springs' City Council authorizes the following budget amendment to increase the budgeted amount in the Capital Projects Fund for the indicated accounts, and provide the funding from the General Fund.

Budget Increase

Capital Projects Fund:

City Facilities Major Repairs Project	\$223,033
Transfer In from General Fund	223,033

General Fund:

Transfer Out to Capital Projects Fund	223,033
---------------------------------------	---------

This increase in the expenditure budget is being funded by the use of appropriated fund balance reserves in the General Fund.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 16th day of December, 2020.

AUTHENTICATION:

_____ Mayor	_____ City Clerk
----------------	---------------------

APPROVED AS TO FORM: _____
City Attorney

Vote:

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

Date filed with City Clerk: _____ 237/323

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-378
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Discussion and direction to staff regarding installation of air purification equipment in some or all City facilities.			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Meg Weiss Director of Administrative Services	
☐ CONSENT	☐ ORDINANCE		
☐ PUBLIC HEARING	☐ ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	☒ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☒ CITY MANAGER ITEMS			
BACKGROUND: In review of the CARES Act funding, many jurisdictions are installing air purification equipment to help in the prevention of air pollutants, such as COVID-19 and other air-borne viruses. As the City is currently replacing the HVAC system in City Hall, staff has requested quotes from our contractors to provide such equipment in all City facilities, including City Hall, Recreation Center facilities, and the Liles Hotel. The draft proposals provide for the engineering, design, equipment, and installation of the systems in the City facilities for a total of \$413,509.78. Staff will have the dollar amount associated with each individual facility at the meeting. Should Council wish to proceed at this time, staff would recommend utilizing the Unassigned Fund Balance. This expenditure may be eligible for grant funding should a second phase of CARES Act funding become available. Attachment: Proposal from Wright Construction Proposal from Matern Engineering			
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: <u>Arleen Hunter</u> <u>Derek Rooney</u> <u>Debra Filipek</u> <u>Meg Weiss</u>			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			



December 11, 2020

Meg Weiss
Director of Administrative Services
City of Bonita Springs, Florida
9101 Bonita Beach Road
Bonita Springs FL 34135

Re: City of Bonita Springs
Proposal for Air Purification Equipment

Dear Ms. Weiss,

As requested, Wright Construction Group has prepared this proposal to provide Genesis Photocatalytic Oxidation air purification equipment to the following City owned buildings: Bonita Springs City Hall, The Liles Hotel, and the City of Bonita Springs Recreation Center. Our Proposal is based on information provided to date by Matern Engineering, as defined below, along with site visits with representatives from Wright Construction, Matern, Trane, and The City of Bonita Springs. In addition, the Air Conditioning and Electrical contractors currently under contract on City Hall also attended the site visit.

Information provided by Matern and attached to this Proposal is:

- Genesis Application Guideline spreadsheet reflecting the number of units, the location of units, and the model number and size of the units.
- Cut sheets and additional information on the Genesis Air equipment that is proposed.
- Plans as follows:
 - Mechanical Room Elevations for City Hall
 - Liles Hotel Electrical
 - Liles Hotel Mechanical
 - No plans were available for the Recreation Center

General Qualifications:

- This is not a line-item Guaranteed Maximum Price. Any monies generated in the way of savings as a result of buy-out for this project shall be applied at the Construction Manager's discretion to other line items as necessary to achieve the Guaranteed Maximum Price.
- Our proposal does not include handling or disposal of classified or hazardous materials. If encountered, work will be halted until such time as addressed by others.
- Wages and salaries for the Construction Manager's supervisory staff assigned to this project: including administrative, accounting, or clerical, shall be reimbursed at the cost, including taxes, insurances, contributions, and benefits.
- The GMP includes an Owner Contingency of \$20,000.00.

Exclusions

- We have not included costs associated with obtaining regulatory approval or environmental studies.
- We have not included costs for permits with the City of Bonita Springs Building Department or Fire Department.
- We have not included premium costs for night or weekend work.
- We have included funds to shift furniture, protect surfaces, and do a final clean of all affected areas once complete
- We have not included any funds for a general building permit since one should not be needed
- The electrical and mechanical contractors have included permitting as needed

The following details the work to be completed in each of the buildings:

City of Bonita Springs City Hall

- Provide Genesis Air Model PCP-4048 rack inside of Air Handler #1
- Provide Genesis Air Model PCP-4048 rack inside of Air Handler #2
- Provide 120V as need to above 2 units
- Provide Controls as needed

Liles Hotel

- First Floor - Provide one Genesis Air Model RGS Stand Alone units in each of the following rooms
 - Lobby
 - Reception
 - Sample Bedroom
 - Meeting Room
 - Serving
 - Office #9
 - Office #5
- Second Floor – Provide one Genesis Air Model RGS Stand Alone units in each of the following rooms
 - Office #122
 - Office #124
 - Workroom #126
 - Office #27
 - Office #29
 - Office #30
 - Office #21
- All units in the Liles Hotel can be wall mounted or placed on furniture
- We have included funds in this Proposal for backing as needed
- All units plug into outlets. Outlets will be added in each room for these units
- Outlets will be tied into existing outlets in the room, so the new outlets will need to be above existing to minimize impacts to the existing walls
- The amperage of each circuit will be checked for available capacity for this additional load
- We have included electronic timers at each location so the units can be controlled individually

Bonita Spring Recreation Center – Gym Building

- Two large air-handler units providing air to the gymnasium
 - Provide Genesis Air Model CU-4048 inside the supply air duct of each unit on the mezzanine
- Administration Unit – Provide Genesis Air Model PCP-4048 rack inside the Air Handler on the mezzanine
- Exercise Room – Provide Genesis Air Model 2008B-3 in the ceiling area between the steel joists
- Provide power as needed to units
- Provide controls as needed for units tied into existing air handlers

Bonita Spring Recreation Center – Smaller Meeting Building

- Main Room – Provide 4 Genesis Air Model RGS Stand Alone units
- Provide one Genesis Air Model RGS Stand Alone units in each of the following rooms:
 - Front Auxiliary Room
 - Back Auxiliary Room
 - Men's Bathroom
 - Ladies Bathroom
 - Back Office
 - Front Office
- Provide power to all units as needed from existing panel
- We have included electronic timers at each location so the units can be controlled individually
- We have included funds in this Proposal for backing as needed
- Units to be mounted on wall – Specific locations to be determined

Schedule

- Lead time for Trane Equipment: 10-12 weeks
- Construction: 3-4 weeks

Attached to this Proposal is the following backup:

- Detailed schedule of values for work
- Genesis Application Guideline
- Product Cut Sheets for the Genesis units defined above
- Pricing from Trane with breakdown per facility

Wright Construction proposes to provide the above services for the Not to Exceed: Three hundred seventy three thousand five hundred nine dollars (\$373,510.00), per the attached schedule of values.

We would like to thank the City of Bonita Springs for the opportunity to provide these services. Please contact us with any questions.

Respectfully



John Purnell
Project Manager

		WCG WRIGHT			
		CONSTRUCTION GROUP			
Date:	December 11, 2020				
Project:	CITY OF BONITA SPRINGS - AIR PURIFICATION EQUIPMENT			GMP BUDGET	
Job Number:	TBD				
PHASE	DESCRIPTION			CONTRACTOR	
	General Requirements	\$	35,733.00	WCG	
23-0100	General / HVAC	\$	76,000.00	JND Mechanical	
23-0100	HVAC Equipment / Trane	\$	192,125.00		
26-0100	General - Electrical	\$	18,811.52	Striano	
	CONSTRUCTION COSTS	\$	322,669.52		
	Owner's Contingency -	\$	20,000.00		
	SUBTOTAL - 1	\$	342,669.52		
	Contractor's Fee	\$	30,840.26		
	GMP TOTAL	\$	373,509.78		

From: [Colston, Jesse](#)
To: [Mark Valin](#)
Subject: Re: Genesis Air Filtration Systems
Date: Thursday, December 10, 2020 3:41:48 PM
Attachments: [image001.png](#)
[image002.png](#)
[Image.jpeg](#)

TRALE
BREAKDOWN
PER FACILITY

Mark,

I can't do anything on my computer right now but the pricing for the Genesis Air systems for the City Hall, Liles Hotel and Rec Center is below. I gave a price for each facility. Hopefully this has enough info for you to present the pricing to the City tomorrow. Please let me know if this works for now.

Scope of Work: Genesis Air equipment only. No install or controls included (except where noted). All units require 120/1 power (by others). Lead time is ~10-11 weeks

City Hall:

- Two (2) Genesis Air model PCP PCO systems for installation in AHU cabinet downstream of cooling coil.
- Includes BAS fan interlock to de-energize UV lamps when AHU is not running
- Includes UV lamp status to BAS only. No other controls or monitoring.

Price: \$23,000.00

Liles Hotel:

- Fourteen (14) Genesis Air model RGS wall mounted PCO systems for office spaces
- Units are operated via on board power switch. Timers, occupancy sensors and all other external control methods excluded.

Price: \$63,000.00

Recreation Center:

- One (1) Genesis Air model 2008B-3 ceiling mounted PCO system for recreation center
- Two (2) Genesis Air model CU PCO systems for installation in gymnasium AHU supply ducts
- One (1) Genesis Air model PCP PCO system for installation in AHU serving admin area
- Ten (10) Genesis Air model RGS wall mounted PCO systems for small building main room, auxiliary spaces and restrooms
- PCP and CU units serving admin and gym AHUs include integral pressure switch to de-energize lamps upon loss of airflow. No BAS interlock provided.
- Ceiling mounted 2008B-3 and wall-mounted RGS units are operated via on board power switch. Timers, occupancy sensors and all other external control methods excluded.

Price: \$95,250.00

PCO System Maintenance:

- Replace UV lamps every 16 months (12,000 hours of continuous use)
- Replace catalyst every 15 years, and inspect periodically for debris buildup

Please let me know if you have any questions.

Thanks,
Jesse

Jesse Colston
Trane
813-309-7311

Sent from my iPhone

From: Colston, Jesse <Jesse.Colston@trane.com>

Sent: Thursday, December 10, 2020 2:39:26 PM

To: Mark Valin <mark.valin@wcgfl.com>

Subject: Re: Genesis Air Filtration Systems

Mark, I have a little problem here. Just got to hotel and opened my computer to this (see picture). Scrambling to figure out how to get this pricing finished up for you. I'll keep you posted. 

Jesse Colston
Trane
813-309-7311

Sent from my iPhone

From: Colston, Jesse <Jesse.Colston@trane.com>

Sent: Thursday, December 10, 2020 10:34:17 AM

To: Mark Valin <mark.valin@wcgfl.com>

Subject: Re: Genesis Air Filtration Systems

Mark,

Yes, I'm working on that now. It may be later today before I get to you as I'm about to get on a ferry to Cumberland Island for a wedding, so I'll finish it up once I get to the hotel this afternoon. How are you proposing this? One total price? Price per building?

Thanks,
Jesse

GENESIS APPLICATION GUIDELINE

PROJECT NO.:	2019-158
PROJECT TITLE:	BONITA SPRINGS COVID-19 MITIGATION

FACILITY:	UNIT MODEL #	CFM	QTY	NEW EQUIPMENT LOCATION	DIMENSIONS, INCHS			AREA COVERED SQ FT	VOLTAGE	AMPS	WEIGHT #S	MECHANICAL MODIFICATIONS	ELECTRICAL CIRCUITS
					LENGTH	DEPTH	HEIGHT						
CITY HALL:													
AHU-1	PCP-4048	6,000	1	MECH ROOM	50.9	8.625	41.4	6,000	120	5.9	-	INSTALL RACK INTERNAL TO AHU	12GA - 20' TO PANEL
AHU-2	PCP-4048	6,000	1	MECH ROOM	50.9	8.625	41.4	6,000	120	5.9	-	INSTALL RACK INTERNAL TO AHU	12GA - 20' TO PANEL
LILE HOTEL (FIRST LEVEL):													
LOBBY	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	120V, 30A COMMON CIRCUIT
RECEPTION	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
SAMPLE BEDROOM	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
MEETING ROOM	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
SERVING	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
OFFICE #9	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
OFFICE #5	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
LILE HOTEL (SECOND LEVEL):													
OFFICE #122	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	120V, 30A COMMON CIRCUIT
OFFICE #124	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
WORKROOM #126	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
OFFICE #27	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
OFFICE #29	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
OFFICE #30	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
OFFICE #21	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	
LG. REC CTR:													
GYM UNIT #1	CU-4048	6000	1	MEZZANINE	50.9	8.625	41.4	6,000	120	5.9	-	INLINE TO AHU SA RISER	12GA - 100' TO PANEL
GYM UNIT #2	CU-4048	6000	1	MEZZANINE	50.9	8.625	41.4	6,000	120	5.9	-	INLINE TO AHU SA RISER	12GA - 100' TO PANEL
RTU	2008B-3	6000	1	MEZZANINE	44.5	22.5	30.25	6,000	120	8.7	185	Standalone Recirc	12GA - 100' TO PANEL
AHU	PCP-4048	6000	1	MEZZANINE	50.9	8.625	41.4	6,000	120	5.9	-	INSTALL RACK INTERNAL TO AHU	12GA - 100' TO PANEL
SM. REC CTR:													
MAIN FLOOR	RGS	300-800	4	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	12GA - 100' TO PANEL
AUX ROOM #1	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	12GA - 100' TO PANEL
AUX ROOM #2	RGS	300-800	1	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	12GA - 100' TO PANEL
AUX ROOM #3	RGS	300-800	2	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	12GA - 100' TO PANEL
Restrooms	RGS	300-800	2	TBD	15	16.25	22.25	263	120	3.2	45	WALL MOUNTED	12GA - 100' TO PANEL

NOTES:

1. ALL EQUIPMENT REQUIRES A DEDICATED ELECTRICAL CIRCUIT
2. IN GENERAL, EQUIPMENT IS MANUFACTURED AND DESIGNED TO OPERATE AT 500 FEET PER MINUTE AIR VELOCITY.
3. SEE MANUFACTURER'S CUT SHEETS FOR ADDITIONAL REQUIREMENTS.
4. CU UNIT SIZES ARE ESTIMATED, FIELD VERIFY. UNIT CFM MUST BE EQUAL TO OR GREATER THAN AHU/RTU CFM.

Genesis Air™ 2008 PCP Compound



The Compound Populated Catalyst Panel (PCP Compound) is a combination of PCP Standard and Drop-In technologies. This type of panel may be used in all air handlers with sideload, frontload access or rooftop units (RTU's) or in the ductwork. The PCP Compound is a "scalable" technology; it may be engineered for any size air stream using combinations of standard sizes, or by designing custom units for the non-standard pathways.

GENESIS AIR Photocatalysis GAP™

Providing Environmentally Sound Engineered Solutions for

Indoor Air Quality

Special Features:

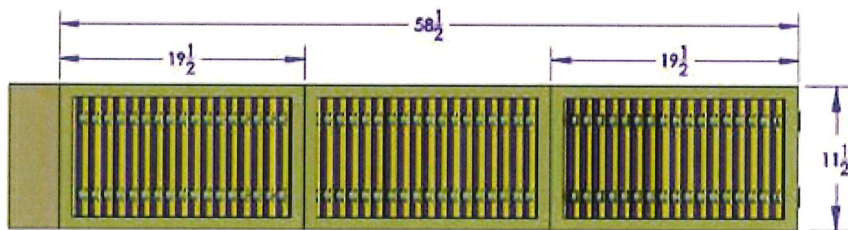
- Non -ozone producing lamps
- Multi panel configurations
- Voltage: 115 60 hrtz
- Amps: 1 per panel Average
- Consult PCP Compound Calculator for estimation of panels

Genesis Air's GAP™ technology (*patent pending*) often eliminates the need for costly HEPA and carbon filtration. **Genesis Air** units do not produce ozone.



osbpd
Pending

FIFRA 87447-TX-001



GAP™

Capture

Step 1: Merv Filtration...

Reduces even particles you can't see. High efficiency, high capacity, low resistance particle filter captures most pollen, mold, mildew, ragweed, dust mites, house dust, bacteria, pet dander and many other submicroscopic poisons, allergens and irritants.

Visit our web site:

www.genesisair.com

Clean

Step 2: UVGI Lamps...

GAP™ uses ultraviolet light to energize the photocatalyst and cleans surfaces.

Genesis Air, Inc.
5202 CR 7350 Suite D
Lubbock TX 79424
Phone: 806-745-7000
e-mail: info@genesisair.com

Convert

Step 3: Photocatalysis...

Using Titanium Dioxide energized by UV light Genesis Air, GAP™ produces hydroxyl radicals. Hydroxyl radicals are a natural cleansing agent found in the troposphere. Hydroxyl radicals reduce and oxidize biologics in the air stream such as mold, bacteria and viruses, thus rendering them nonviable. And GAP™ safely reduces concentrations of VOCs.

Genesis Air™ RGS III



The RGS III a stand alone powder coated unit designed for wall mount and stationary use. The design is based around the same commercial Center Point™ Concept used in hospitals and airports. The RGS III is using the same 6 inch deep Center Point™ pleated catalyst panel with Merv 13 filtration.

Based on a revolutionary technology to clean, deodorize and disinfect the air
GENESIS AIR Photocatalysis Center Point PCO™

Improves Health and Productivity:

- Reduces Smoke and Odors
- Reduces Airborne Biologics
IE: Mold Spores, Bacteria, VOCs and many other Irritants.
- Reduces Carbon Monoxide
- Continuous Protection

Genesis Air's GAP™ technology (patent pending) often eliminates the need for costly HEPA and carbon filtration. Genesis Air™ units do not produce ozone.

Step 1: Merv Filtration...

Reduces even particles you can't see. New high efficiency, high capacity, low resistance particle filter reduces most pollen, mold, mildew, ragweed, dust, house dust, bacteria, pet dander and many other submicroscopic poisons, allergens and irritants.

Genesis Air, Inc.
5202 CR 7350 Suite D
Lubbock TX 79424
Phone: 806-745-7000



GAP™

Step 2: UVGI Lamps...

Center Point™ uses ultraviolet light to activate the photocatalyst, which reduces and deactivates air borne bacteria, viruses, mold, spores and

Special Features:

- 2 Non-ozone producing lamps
- Variable speed
- Merv 13 Filter: 12" x 24" x 2"
- 1 6" commercial duty catalyst
- Voltage: 115 60 hertz
- Amps: 3.2
- Airflow: 540 cfm
- Size: 15" x 16.25" x 33.25"
- Available in three colors
(Black, White and Light Ivory)

Step 3: Photocatalysis...

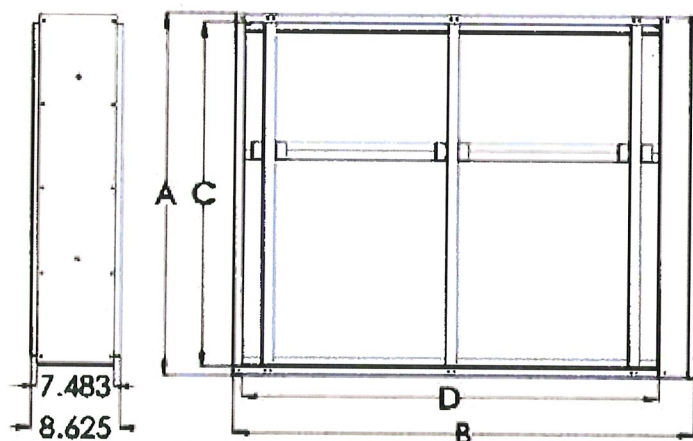
Using Titanium Dioxide energized by UV light Genesis Air, Center Point™ produces hydroxyl radicals. Hydroxyl radicals are a natural cleansing agent found in the troposphere. Hydroxyl radicals reduce and oxidize biologics in the air stream such as mold, bacteria and viruses, thus rendering them nonviable. Center Point™ safely and effectively neutralizes biologics and reduces concentrations of VOCs.

www.genesisair.com

Commercial Genesis Air™ 2008 CU



This 2008 unit is designed to be installed in the Supply ductwork of any rooftop or air handling unit downstream of the particulate filtration and after the evaporator coil. Installation must be completed by qualified service personnel.



Model	A	B	C	D	CFM	Voltage	Amps
1620	17.4"	23.3"	15.8"	19.2"	1000	120	1.2
2424	25.4"	27.3"	23.8"	23.2"	2000	120	2.1
2440	25.4"	42.9"	23.8"	38.8"	3000	120	3.4
3240	33.4"	42.9"	31.7"	38.8"	4000	120	4.3
4048	41.4"	50.9"	39.7"	46.8"	6000	120	5.9
4062	41.4"	64.7"	39.7"	60.6"	8000	120	7.1
4862	49.4"	64.7"	47.7"	60.6"	10000	120	9.4



GENESIS AIR Photocatalysis GAP™
Providing Green Environmentally
Sound Engineered Solutions

Service Clearance

Model#	W (in)	L (in)	Lamps	Tons	CFM	Area ft²	Velocity	*Front/Side/Back Clearance req.
1620	24	20	3	3	1000	2.2	450	24"/0"/0"
2424	24	30	4	5	2000	4	500	28"/0"/0"
2440	40	24	4	7.5	3000	7	450	43"/0"/0"
3240	40	32	5	10	4000	9	450	43"/0"/0"
4048	40	48	6	15	6000	13	450	51"/0"/0"
4062	40	64	6	20	8000	19	463	65"/0"/0"
4862	48	64	8	25	10000	21	484	65"/0"/0"

*=Service Side

Genesis Air's GAP™ technology (patent pending) often eliminates the need for costly HEPA and carbon filtration. **Genesis Air** units do not produce ozone.

Capture

Clean

Convert

Step 1: Merv Filtration...

Reduces even particles you can't see. High efficiency, high capacity, low resistance particle filter captures most pollen, mold, mildew, ragweed, house dust, bacteria, pet dander and many other submicroscopic poisons, allergens and irritants.

Step 2: UVGI Lamps...

GAP™ uses ultraviolet light to energize the photocatalyst and cleans surfaces.

www.genesisair.com
info@genesisair.com

Step 3: Photocatalysis...

Using Titanium Dioxide energized by UV light Genesis Air, **GAP™** produces hydroxyl radicals. Hydroxyl radicals are a natural cleansing agent found in the troposphere. Hydroxyl radicals reduce and oxidize biologics in the air stream such as mold, bacteria and viruses, thus rendering them nonviable. And **GAP™** safely reduces concentrations of VOCs.



The 2008 B series line is based on the PCP design which makes it scalable to adjust to most applications. This unit may be used as a stand alone unit or duct work attached and used as an air handler to conceal the unit above the ceiling space.

GENESIS AIR Photocatalysis GAP™

Providing Environmentally Sound Engineered Solutions for
Indoor Air Quality

Green Sustainable Technology

- Reduces Smoke and Odors
- Reduces Airborne Biologics
IE: Mold Spores, Bacteria,
VOCs and many other
Irritants.
- Reduces Carbon Monoxide
- Continuous Protection



Standalone, Portable or Ducted

Special Features:

- Non-ozone producing lamps
- Merv 13 Filter 20" x 24" x 4"
- 3-UVGI Lamps per
PCP Panel
- Scalable up to 4 PCP Panels
- Size: ^W22.5" x ^H30.25" x ^L44.5"
- Weight 163/174/185/197 lbs
- Voltage: 120-60 hertz
- Amps: 6.5 / 7.6 / 8.7 / 9.8
- CFM: 2280
- Variable Speed Control
- **Standard:** caster, handles and
powder coated: mock rock
- **Options:** Particulate Adapter

Genesis Air's GAP™ technology
(patent pending) often eliminates
the need for costly HEPA and car-
bon filtration. Genesis Air™
units do not produce ozone.



G-11-040 FIFRA 87447-TX-001

GAP™

Patent Pending

Step 1: Merv Filtration...

Reduces even particles
you can't see. New high-
efficiency, high capacity, low
resistance particle filter
reduces most pollen, mold,
mildew, ragweed, house dust,
bacteria, pet dander and many
other submicroscopic poisons,
allergens and irritants.

Step 2: UVGI Lamps...

GAP™ uses ultraviolet light
to activate the photocatalyst,
which reduces and deactivates
air borne bacteria, viruses,
mold, spores and fungi.

Step 3: Photocatalysis...

Using Titanium Dioxide en-
ergized by UV light Genesis
Air, GAP™ produces hydroxyl
radicals. Hydroxyl radicals are
a natural cleansing agent found
in the troposphere. Hydroxyl
radicals reduce and oxidize
biologics in the air stream such
as mold, bacteria and viruses,
thus rendering them nonviable.
GAP™ safely and effectively
neutralizes biologics and reduc-
es concentrations of VOCs.

Genesis Air, Inc.
5202 CR 7350 Suite D
Lubbock TX 79424
Phone: 806-745-7000

www.genesisair.com

ADDITIONAL SERVICES - PROPOSAL

DATE: December 11, 2020

CLIENT: Meg Weiss
Director of Administration Services
City of Bonita Springs
9101 Bonita Beach Rd
Bonita Springs, FL 34135

RE: Bonita City Hall Renovations and Remodel City of Bonita Springs
MPE Project No.: 2019-158

Dear Meg,

We submit herewith our fee proposal for additional engineering design services on the above project. We appreciate the opportunity to provide you with this proposal.

1. Project Scope:
 - 1.1. Add photocatalytic oxidation (Genesis) to Bonita Springs City Hall, Liles Hotel, and the Recreation Center buildings.
2. Fee (lump sum)

Basic services	Total
Design Documents/Narrative for permitting	\$30,000
Bidding	\$2,000
Observation of Work	\$8,000
Total	\$40,000

All assumptions, clarifications, etc. remain the same as in our prime contract on this project. If you approve of this additional service please advise us. If you so desire, your acceptance of this proposal for contract will be witnessed by your signature below.

Please call if you have any questions in regards to this proposal.

Meg Weiss
December 11, 2020

Sincerely,

MATERN PROFESSIONAL ENGINEERING, INC.

K. Todd Griffith, PE
Sr. VP, Director of SWFL Division

KTG/aw

Authorization to provide the above
Engineering Services:

Signed:_____

Name:_____

Title:_____

Date:_____

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-12-373								
AGENDA ITEM SUMMARY										
REQUESTED MOTION: Public Hearing to consider adoption of a resolution to reduce current Building Permit and Plan Review fees for Residential and Commercial Building permit applications by seventy-five percent (75%) for one year starting January 1, 2021, and a permanent reduction of the Trade permit application fee to \$75 per permit.										
MEETING DATE: 12/16/2020										
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:								
☐ PRESENTATIONS	☐ STATUTE	John Dulmer, AICP Community Development Director and Peter Haigis, CBO								
☐ 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: Recent changes in Florida Statutes has reduced the allowable balance in the building permit surplus revenue. This new statutory limit states that a local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous four (4) fiscal years. The proposed resolution includes a temporary seventy-five percent (75%) reduction in Permit and Plan Review fees for Residential and Commercial Building permit applications for one year starting January 1, 2021, with the ability to extend or repeal based on the result of the surplus reduction. This resolution also includes a permanent reduction of the Trade permit application fee to \$75 per permit. The purpose of the reduction is to reduce the existing balance. During the temporary reduction period, Council may choose to review building permit fees for a more permanent fee schedule.										
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? Economic Development										
STAFF RECOMMENDATIONS: Adopt the resolution to reduce building permit fees as described herein.										
REVIEWED BY: <table style="width: 100%;"> <tr> <td style="width: 25%;">City Manager:</td> <td><u>Arleen Hunter</u></td> </tr> <tr> <td>City Attorney:</td> <td><u>Derek Rooney</u></td> </tr> <tr> <td>City Clerk:</td> <td><u>Debra Filipek</u></td> </tr> <tr> <td>Department Director:</td> <td><u>John Dulmer</u></td> </tr> </table>			City Manager:	<u>Arleen Hunter</u>	City Attorney:	<u>Derek Rooney</u>	City Clerk:	<u>Debra Filipek</u>	Department Director:	<u>John Dulmer</u>
City Manager:	<u>Arleen Hunter</u>									
City Attorney:	<u>Derek Rooney</u>									
City Clerk:	<u>Debra Filipek</u>									
Department Director:	<u>John Dulmer</u>									
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER										

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS;
SETTING FORTH THE REVISED COMMUNITY
DEVELOPMENT BUILDING PERMIT FEES; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2008, Bonita Springs City Council entered into an agreement with CH2M HILL to provide Community Development, Building Permitting and Inspections and Administrative Support Services; and

WHEREAS, the agreement requires City Council to adopt a building permit fee schedule to support the self-funding of those services; and

WHEREAS, Section 553.80, Florida Statutes, provides that local governments may provide a schedule of reasonable fees for enforcing the Florida Building Code; and

WHEREAS, such fees may only be used for the carrying a local government's permitting and enforcement obligations; and

WHEREAS, pursuant to changes by the legislature in 2019 local government's ability to carry forward balances beyond the their operating budget for future use thereby requiring any local government, including Bonita Springs, to reduce those excess funds; and

WHEREAS, following input from Community Development, the Building Industry, and other members of the public as to what a schedule of reasonable inspection fees should be in order to defer the costs of inspection and enforcement of the provisions of its building code, hereby proposed in accordance with Sections 553.80(7) and 166.222, Florida Statutes, a revised building permit inspection fee schedule; and

WHEREAS, The City Council has determined that it is in the best interest of the citizenry to reduce current Building Permit and Plan Review fees for Residential and Commercial Building permit applications by seventy-five percent (75%) for one year, as may be extended, to conform with statutory limits; and

WHEREAS, fee reduction shall only apply to Residential Building, Commercial Building, and Trade permits.

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

1. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

2. The Building Permit and Plan Review fees currently being charged and subject to this Resolution, are attached as "Exhibit A".
3. The City shall temporarily reduce the Permit and Plan Review fees for Residential and Commercial building permit applications by seventy-five percent (75%) for one year, and permanently reduce the Trade permit application fee to \$75 per permit beginning on the effective date of this Resolution.
4. Residential and Commercial Building, and Trade permit applications issued prior to the effective date of the Resolution shall not qualify for the Building Permit and Plan Review fee reduction.
5. The City Manager is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate and necessary.
6. Applicants may request one six-month extension of an issued Residential and Commercial Building permit subject to the seventy-five percent (75%) reduction. Additional permit extensions shall cause forfeiture of the fee reduction whereby full fees in effect at that time shall be accessed prior to issuance of an additional extensions.
7. This Resolution shall be automatically repealed on January 1, 2022, reverting the prior fee schedule, unless further extended or otherwise revised by the City Council.
8. If any section, subsection, sentence, clause, phrase, word or portion of the resolution 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 portion hereto.
9. This Resolution shall take effect immediately upon adoption, with new fees going into effect on January 1, 2021.

DULY PASSED AND ENACTED by the City Council of the
City of Bonita Springs, Lee County, Florida, this 16th day of December
2020.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote: Steinmeyer Corrie
Quaremba Gibson
Purdon Forbes
Carr

Date filed with City Clerk: _____

Building Permitting Fee Schedule Effective January 1, 2009

Residential Plan Review = 25% of Fee Commercial Plan Review = 50% of Fee

TOTAL VALUATION	FEE
\$1.00 to \$2,000.00	\$75.00
\$2,001.00 to \$25,000.00	\$75.00 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$397.00 for the first \$25,000.00 plus \$9.70 for each additional \$1,000.00, or fraction thereof, to an including \$50,000.00
\$50,001.00 to \$100,000.00	\$639.50 for the first \$50,000.00 plus \$6.58 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$968.50 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,072.50 for the first \$500,000.00 plus \$4.42 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and above	\$5,282.50 for the first \$1,000,000.00 plus \$2.74 for each additional \$1,000.00, or fraction thereof

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-380
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Review a request by Dr. Michael Savarese's to provide a letter of support for a grant proposal to the NOAA's Effects of Sea-level Rise program (NOAA ESLR).			
MEETING DATE: 12/16/2020			
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:			
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 NOAA's Effects of Sea-level Rise program (NOAA ESLR). The proposal would be titled "A Science-based Decision Support System 'Adaptation of Coastal Urban & Natural Ecosystems' for Southwest Florida's Regional Resiliency (Super ACUNE). Should City Council wish to provide the requested letter, Dr. Savarese has asked that the letter be provided by December 18, 2020, in preparation of their submission. Attachments: Email of request from Dr. Savarese Scope of proposal Previous Letter of Support from the City			
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:		<u>Arleen Hunter</u>	
City Attorney:		<u>Derek Rooney</u>	
City Clerk:		<u>Debra Filipek</u>	
Department Director:		_____	
COUNCIL ACTION:			
☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

Arleen Hunter

From: Savarese, Dr. Michael <msavares@fgcu.edu>
Sent: Wednesday, December 9, 2020 2:27 PM
To: Arleen Hunter
Subject: Letter of support for NOAA proposal
Attachments: Bonita Springs DEO Letter.pdf; LOI-SUPERACUNE.pdf

Importance: High

Arleen,

You may recall, the Bonita Springs provided a letter, signed by Mayor Simmons, supporting a DEO "Rebuilding Florida" proposal that was submitted last summer. (I've attached a copy of that letter here.) The proposal was to generate a collection of vulnerability analysis tools to investigate potential impacts of sea-level rise and storminess – essentially replicating the tools developed for Collier County by investigators at UF, FGCU, and USGS. Unfortunately, that proposal was not successful. We are, however, resurrecting this effort through an RFP from NOAA's Effects of Sea-level Rise program (NOAA ESLR), which has a deadline of January 7, 2021.

We were hoping Bonita Springs could provide a similar letter for this new effort. The DEO letter can serve as a template; just a few adjustments could be applied. The new proposal will be titled "A Science-based Decision Support System 'Adaptation of Coastal Urban & Natural Ecosystems' for Southwest Florida's Regional Resiliency (Super ACUNE)". I've also attached a copy of the letter of intent (LOI) that was submitted and approved earlier this fall. That will give you a sense of the project's scope and value. There is no cost to the county. The only investment would be staff time to obtain training on the tool's usage and application. Ideally, having a signed letter by **Dec 18** would be most convenient.

I also want to point out that this work is not in any way dependent upon the formalization of the Compact. The tools will benefit all jurisdictions in the region with or without any formal regionalization.

Let me know what you think.

Thanks,

Mike

Michael Savarese

Professor of Coastal Resilience & Climate Adaptation, The Water School
Department of Marine & Earth Sciences
College of Arts & Sciences
Florida Gulf Coast University
10501 FGCU Blvd South
Ft. Myers, FL 33965-6565

239-590-7165

a) Project title

A Science-Based Decision Support System “Adaptation of Coastal Urban and Natural Ecosystem” for Southwest Florida’s Regional Resiliency (Super ACUNE)

b) Program Name (ESLR 2021) and Focus Area – Coastal Resilience

c) Investigators - Co-Principal Investigators:

Y. Peter Sheng, Research Professor, University of Florida, (352)-294-7764, pete@coastal.ufl.edu

Mike Savarese, Professor, Florida Gulf Coast University, (239)-289-1163, msavares@fgcu.edu

Name	Institution	Potential Role	Expertise	Task
Y. Peter Sheng	UF	Co-PI; Science Lead	Coastal Processes	Overall Supervision
Mike Savarese	FGCU	Co-PI; End-user Lead	Coastal Geology	End User Coordination
Vladimir Paramygin	UF	Investigator	Coastal Modeling	Flood Mapping; ACUNE app
Justin Davis	UF	Investigator	Coastal Dynamics	Wave and Flood Monitoring
Karen Thorne	USGS	Investigator	Wetland Dynamics	Wetland Mapping
Kevin Buffington	USGS	Investigator	Wetland Dynamics	Wetland Mapping
Timothy Hall	NASA	Investigator	Hurricane Modeling	Future Storm Ensemble
Jessica McIntosh	RBNERR	Investigator	Coastal Training	Community Engagement
Brita Jessen	RBNERR	Collaborator	Mangrove Ecology	Mangrove Restoration
Xinjian Chen	SWFWMD	Collaborator	Hydrodynamics	Minimum Flow
Akin Owosina	SFWMD	Collaborator	Hydrology	Watershed Modeling
Andrew Condon	USACE	Collaborator	Coastal Engineering	Flood Mapping
Jennifer Hecker	CHNEP	Collaborator	Resource Management	Estuary and Watershed
Madelyn Brown	CHAP	Collaborator	Seagrass Monitoring	Seagrass Assessment
Jeremy Conrad	DDNWR	Collaborator	Mangrove Biology	Mangrove Restoration
Brent Setchel	FDOT	Collaborator	Transportation	Coastal Highway Vulnerability

d) Approximate cost of the project. \$300,000-400,000 per year for four years.

e) Statement of the problem and its management relevance – Southwest Florida coastal regions (Collier, Charlotte, and Lee counties and their 10 incorporated cities) are experiencing increasing coastal inundation vulnerability due to accelerating sea level rise (SLR), more intense tropical cyclones, and more extreme precipitation events. Coastal wetlands (mangroves and marshes), which are threatened by SLR and storms, can buffer communities from flood and wave damage. Coastal adaptation and resiliency issues cannot be adequately addressed by existing tools such as the FEMA flood maps or the NWS MOMs. The project team has successfully developed a web-based decision support tool “Adaptation of Coastal Urban and Natural Ecosystems (ACUNE)” for Collier County including Naples, Marco Island, Everglades City, Rookery Bay National Estuarine Research Reserve and the extensive public lands in the southern and eastern portions of the County. Consisting of future inundation maps and wetland and infrastructure layers, ACUNE is being used by local governments and resource managers for adaptation and resiliency planning. This project will expand the ACUNE into Super ACUNE by adding Charlotte and Lee counties and numerous cities which, along with Collier county and its cities, are forming the Southwest Florida Regional Resiliency Compact. Eight of the thirteen jurisdictions have ratified the Compact and full membership is expected by 2021). This project will address several management issues:

1. Understanding the increasing coastal inundation vulnerability for urban (Charlotte and Lee counties and cities) and natural ecosystems (Charlotte Harbor estuarine system, managed by the

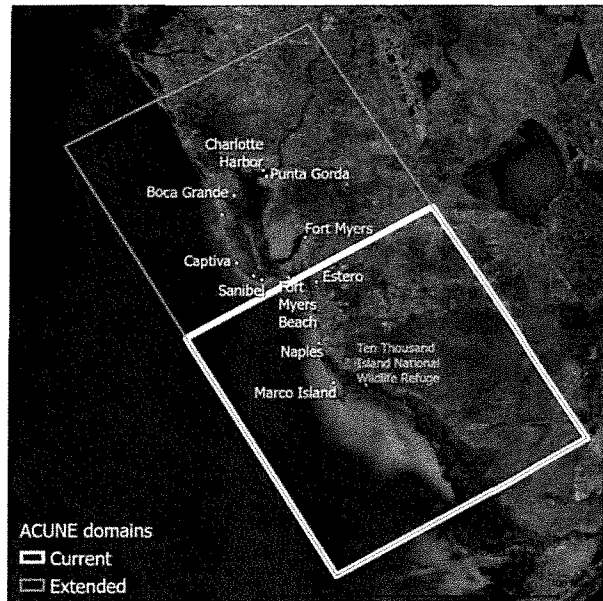
Coastal and Heartland National Estuary Partnership and the Charlotte Harbor Aquatic Preserves, and the Ding Darling National Wildlife Refuge) for adaptation and resilience planning;

2. Valuing of green infrastructures for buffering property damage caused by flood and waves;
3. Assessing the impact of SLR on salinity distribution in Charlotte Harbor Estuarine System and Minimum Flow and Level (MFL) for the Peace and Caloosahatchee Rivers;
4. Assessing the impact of sea level rise on seagrass in Charlotte Harbor Aquatic Preserves;
5. Improving evacuation and resilience planning for future tropical cyclones.

f) Brief summary of work, methodology, and transition plan to management application.

The project will use the best climate, coastal, and ecological sciences and models to generate products to address the management issues listed above. The three-dimensional vegetation-resolving CH3D-SWAN surge-wave model and the JPM-OS statistical method will be used to produce the current and future (2040, 2070, 2100) coastal inundation maps due to SLR, more intense future storms, and precipitation. Three types of inundation maps will be produced: (1) SLR only; (2) nuisance high tide and SLR; and (3) future storms, SLR and precipitation. NASA-GISS will use CMIP5 model prediction and the NASHM statistical hurricane model to produce large ensembles of future storms to augment the data predicted by the FSU-NCSU models. The WARMER model, developed by Thorne and Buffington, will be enhanced to produce future wetland maps. A hurricane-induced wetland damage model will be added to the CH3D-SWAN model to accurately assess the role of wetlands for reducing flood and wave damages. The inundation maps will be compared to those used by USACE for the SACS study and the SW FL Flood Mitigation Study. Economic maps will be produced by conducting parcel-scale damage assessment. To improve the evacuation planning for local communities during tropical cyclones, a Rapid Forecast Model of storm surge and coastal inundation will be developed. The benefits of green infrastructure vs. flood walls for reducing flood damage will be assessed.

The above products along with various infrastructure data (buildings, highways, cultural sites, stormwater systems) will be incorporated into the Super ACUNE app and shared with local governments and resource managers for adaptation and resiliency planning. Project workshops and user training will be conducted annually. End users will be engaged in the proposal development, provide local natural resources and infrastructure data, and provide input on product development and the Super ACUNE app contents and functions after receiving training. Salinity predictions will be used by SWFWMD and SFWMD to enhance the determination of the MFLs for Peace River and Caloosahatchee River, and by CHNEP and CHAP to manage seagrass. Wetland predictions will be used by RBNERR, CHNEP, and DDNWR for restoration planning.



BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-12-381
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Approve addendum to Interlocal Agreement with Lee County to receive funding under the CARES Act in an amount not to exceed \$1,600,000.		
MEETING DATE: 12/16/2020		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Arleen M. Hunter City Manager Anne Wright 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: In September 2020, the City entered into an Interlocal Agreement with Lee County to receive financial assistance under the CARES Act for funding expenditures related to COVID-19, such as facility safety modifications, rental expenses, remote working technology, cleaning/sanitizing, PPE, etc. The original Agreement covers eligible expenditures from March 1, 2020, to December 30, 2021, and provided an amount not to exceed \$841,896 of CARES funds. The attached addendum modifies the not-to-exceed amount to a total of \$1,600,000 for eligible expenses during the same time period. Attachments: Addendum Original contract		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #3 Strengthen/enhance City finances		
STAFF RECOMMENDATIONS: Approve the addendum		
REVIEWED BY: City Manager: <u>Arleen Hunter</u> City Attorney: <u>Derek Rooney</u> City Clerk: <u>Debra Filipek</u> Department Director: <u>Anne Wright</u>		
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER		

**First Amendment To The
Interlocal Agreement By And Between
Lee County, Florida
And
City of Bonita Springs**

This First Amendment to the Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, 2020, by and between Lee County, a political subdivision and Charter County of the State of Florida, hereinafter referred to as the "COUNTY" and City of Bonita Springs, a Florida municipal corporation located within Lee County, hereinafter referred to as "CITY".

RECITALS

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement effective March 1, 2020 through March 1, 2021, wherein the parties set forth the terms and conditions upon which the COUNTY provided Eight-hundred-forty-one-thousand-eight-hundred-ninety-six and 00/100 Dollars (\$841,896.00) of CARES Act Funds to the CITY for reimbursement of eligible expenditures under the CARES Act relating to COVID-19; and

WHEREAS, the COUNTY and CITY desire to amend the Interlocal Agreement in accordance with the terms and conditions set forth herein.

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

1. Article 1 CARES Act Funding. The COUNTY hereby authorizes the reimbursement, from CARES Act Funds previously appropriated generally for COVID-19 relief, of a not-to-exceed amount of One-million-six-hundred-thousand and 00/100 Dollars (\$1,600,000.00) to the CITY for expenses eligible under 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund, to mitigate financial hardships incurred because of COVID-19. The additional funds must be used in accordance with and subject to the terms and conditions of the Agreement, a copy of which is attached hereto as Exhibit A.

2. Modification; Defined Terms. Except as expressly modified hereby, all terms and conditions of the Agreement effective March 1, 2020 through March 1, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the COUNTY respectively, have caused this Amendment to the Agreement to be executed by their duly authorized representatives.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
County Manager

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

ATTEST

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

INTERLOCAL AGREEMENT BY AND BETWEEN

LEE COUNTY, FLORIDA

And

CITY OF BONITA SPRINGS

THIS AGREEMENT is made and entered into, by and between Lee County, a political subdivision and Charter County of the State of Florida, hereinafter referred to as the "COUNTY" and City of Bonita Springs, hereinafter referred to as the "MUNICIPALITY".

RECITALS

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and President Trump signed the CARES Act into law on March 27, 2020; and

WHEREAS, the CARES Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Coronavirus Relief Fund in the amount of \$150 billion dollars for payments to States, Tribal governments and units of local government based on their populations, with no State receiving less than \$1.25 billion dollars; and

WHEREAS, the MUNICIPALITY requests and the COUNTY agrees, to provide funding to the MUNICIPALITY for eligible expenditures under the CARES Act relating to COVID-19, pursuant to the terms and conditions specified herein; and

WHEREAS, the United States Department of Treasury disbursed \$2,472,413,692 of CARES Act funds directly to counties with a population in excess of 500,000; and

WHEREAS, Lee County accepted CARES Act funding from the United States Department of the Treasury; and

WHEREAS, this Interlocal Agreement is consistent with CARES Act guidelines of providing fast and direct economic assistance for American workers, families, small business, and preserves jobs for American industries; and

WHEREAS, these funds serve important mutual interests of both the COUNTY and the MUNICIPALITY.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the MUNICIPALITY agree as follows:

ARTICLE 1
CARES Act Funding

The Coronavirus Aid, Relief, and Economic Security (CARES) Act, Section 601(d) of the Social Security Act, established the \$150 billion Coronavirus Relief Fund. The United States Department of Treasury made payments from the Fund to States and eligible units of local government. The CARES Act requires that payments from the Coronavirus Relief Fund only be used to cover expenses that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The COUNTY agrees to provide financial assistance to the MUNICIPALITY in an amount not to exceed \$841,896. The MUNICIPALITY must use this financial assistance for expenses eligible under 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund to mitigate financial hardships incurred because of COVID-19 during the Term. The MUNICIPALITY shall review the United States Department of Treasury website for updates on CARES Act funding to ensure usage of the funds complies with the most updated Coronavirus Relief Fund guidance.

This Agreement is subject to the requirements of 2 C.F.R. §200.331.

ARTICLE 2
Term of Agreement

This Agreement is effective starting March 1, 2020, and ends on March 1, 2021, unless terminated earlier in accordance with this Agreement.

ARTICLE 3
Representations

This Agreement is entered into based on the following representations:

- A. The MUNICIPALITY represents that it is fully qualified and eligible to receive this funding for the purposes identified herein;
- B. The COUNTY has received these funds from the United States Department of Treasury and has the authority to distribute these funds to the MUNICIPALITY upon the terms and conditions set forth herein.

ARTICLE 4
Payment and Reporting Requirements

All payments made under this Agreement shall be on a reimbursement basis. These reimbursement monies are from CFDA 21.019. In order to obtain reimbursement for expenditures, the MUNICIPALITY must file with the COUNTY its request for reimbursement and any other information required to justify and support the payment request. The reimbursement requests are due on or before October 1, 2020 and again on January 2, 2020. Payment requests must include a certification, signed by an official who is authorized to legally bind the MUNICIPALITY, which reads as follows:

By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the reimbursement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. MUNICIPALITY is required to review the website for updates to ensure compliance with the most updated CRF guidance.

The COUNTY shall verify all documentation received prior to expending funds under this Agreement and may request additional documentation, if needed. Reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the CARES Act. The COUNTY retains the right to deny any request for funds under this Agreement if in the COUNTY'S sole discretion the request is not for and documentation does not substantiate an eligible expenditure. However, the COUNTY'S provisional determination that an expenditure is eligible does not relieve the MUNICIPALITY of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible.

The COUNTY shall not honor requests for payment after January 2, 2021 and will not be liable for non-payment of a late request. All refunds and return of improper payments due to the COUNTY under this Agreement are payable to Lee County by electronic transfer. All funding under this Agreement is subject to availability and the amount of consideration may be reduced.

ARTICLE 5 Records and Audit

The MUNICIPALITY and any of its subcontractors providing any services required to be performed by the MUNICIPALITY under this Agreement, shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation to assure a proper accounting for all COUNTY funds received under this Agreement as outlined in the U.S. Department of Treasury Memorandum for Coronavirus Relief Fund Recipients dated July 2, 2020, or as maybe amended. MUNICIPALITY shall provide any documentation requested by COUNTY to supplement any required reporting. The COUNTY and its authorized agents shall have the right, and the MUNICIPALITY and its subcontractors, as applicable, will permit the COUNTY and its authorized agents, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to personnel and employment records for the Audit Period. All such records, accounts and documentation shall be made available to the COUNTY and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the Audit Period. The COUNTY'S right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. The MUNICIPALITY shall ensure that any subcontractor providing any services under this Agreement shall recognize the COUNTY'S right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the MUNICIPALITY under this Agreement. If an audit is begun by the COUNTY or other agency whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued.

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and in strict compliance with the Agreement, the MUNICIPALITY will be held liable for reimbursement to the COUNTY of all funds not spent in accordance with these applicable regulations and Agreement within thirty (30) days after the COUNTY has notified the MUNICIPALITY of such non-compliance. This Article 5 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6

Default

- A. If any of the following events occur ("Events of Default"), the County may exercise any of its remedies set forth in Article 7. However, the COUNTY may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
1. If any warranty or representation made by the MUNICIPALITY in this Agreement is or becomes false or misleading in any respect, or if the MUNICIPALITY fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
 2. If any documents required by this Agreement have not been submitted to the COUNTY or been submitted with incorrect, incomplete or insufficient information;
 3. If the MUNICIPALITY has failed to perform and complete on time any of its obligations under this Agreement.

ARTICLE 7

Remedies

If an Event of Default occurs, then the COUNTY may, after thirty (30) days written notice to the MUNICIPALITY and upon the MUNICIPALITY'S failure to cure within those thirty (30) days, exercise one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that the MUNICIPALITY is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address listed below;
- B. Withhold or suspend payment of all or any part of a request for payment;
- C. Require that the MUNICIPALITY refund to the COUNTY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- D. Exercise any other rights or remedies that may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the MUNICIPALITY, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the MUNICIPALITY.

ARTICLE 8
Indemnification

To the extent permitted by Fla. Stat. §768.28, the MUNICIPALITY shall indemnify, hold harmless, and defend the COUNTY and the Lee County Board of County Commissioners, and the respective agents and employees of the COUNTY and the Lee County Board of County Commissioners (all of the foregoing, collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the MUNICIPALITY, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by the COUNTY to be sued by third parties in any matter arising out of this Agreement.

The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9
Termination

The COUNTY may terminate this Agreement for cause after thirty (30) days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations.

The COUNTY may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the MUNICIPALITY with thirty (30) days prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

In the event this Agreement is terminated, the MUNICIPALITY will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. Costs incurred after receipt of the termination notice will be disallowed. The MUNICIPALITY will not be relieved of liability to the COUNTY because of any breach of this Agreement by the MUNICIPALITY. The COUNTY may, to the extent authorized by law, withhold payments to the MUNICIPALITY for the purpose of set-off until the exact amount of damages due the COUNTY from the MUNICIPALITY is determined.

ARTICLE 10
Dispute Resolution

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, which is the sole venue for any such civil action.

ARTICLE 11 Public Records Law

Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 533-2112, PRRCUSTODIAN@LEEGOV.COM OR LEE COUNTY CUSTODIAN OF PUBLIC RECORDS 2115 SECOND ST., FORT MYERS, FL 33901.

ARTICLE 12 Governing Laws

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Lee County, Florida.

ARTICLE 13 Compliance With Applicable Laws

The MUNICIPALITY shall comply with the requirements of all applicable statutes, rules and regulations pertaining to or regulating the provision of this Agreement.

ARTICLE 14 Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

ARTICLE 15 Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

ARTICLE 16
Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE 17
Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE 18
Third Party
Beneficiaries/Independent Contractor

This Agreement is for the benefit of the COUNTY and the MUNICIPALITY. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties, or as constituting MUNICIPALITY, including its officers, employees, and agents, the agent, representative, as employees of COUNTY for any purpose or in any manner whatsoever. The Parties are to be and will remain independent contractors with respect to all matters pertinent to this Agreement.

ARTICLE 19
Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the MUNICIPALITY expressly for that purpose.

ARTICLE 20
Notice

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

COUNTY:
Roger Desjarlais, County Manager
P.O. Box 398
Fort Myers, FL 33902

Or to the following address for overnight delivery service or personal delivery:

Roger Desjarlais, County Manager
2115 Second St
Fort Myers, FL 33901

MUNICIPALITY:

CITY OF BONITA SPRINGS
9101 BONITA BEACH RD.
BONITA SPRINGS, FL
34135

IN WITNESS WHEREOF, the MUNICIPALITY and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives

ATTEST:
LINDA DOGGETT, CLERK

BY: Melena Butler
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Roger Desjarlais
County Manager

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

Andrea Fraser
County Attorney's Office

CITY OF BONITA SPRINGS

ATTEST:

BY: Diana Lilepich
City Clerk

BY: Pat Summitt
City of Bonita Springs

[Signature]
City Attorney

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-12-376								
AGENDA ITEM SUMMARY											
REQUESTED MOTION: Discussion of proposed City Council strategic planning workshop and direction to staff.											
MEETING DATE: 12/16/2020											
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: Individual Councilmembers have requested a Council workshop to discuss processes that could increase efficiency during meetings and that could provide guidance for Council's endeavors. The previously scheduled workshop was cancelled due to scheduling conflicts. Attached is a draft workshop agenda prepared by staff for Council's consideration. This agenda is intended to serve as the first of multiple discussions related to strategic prioritization. Should Council wish to move forward with a strategic planning process, staff would work to schedule these discussions in separate workshops, or alternatively, as part of the agenda at regular Council meetings. Attachment: Draft Agenda											
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #6 Strengthen/Enhance Council Relations											
STAFF RECOMMENDATIONS: Council's pleasure.											
REVIEWED BY: <table style="width: 100%;"> <tr> <td style="width: 25%;">City Manager:</td> <td><u>Arleen Hunter</u></td> </tr> <tr> <td>City Attorney:</td> <td><u>Derek Rooney</u></td> </tr> <tr> <td>City Clerk:</td> <td><u>Debra Filipek</u></td> </tr> <tr> <td>Department Director:</td> <td>_____</td> </tr> </table>				City Manager:	<u>Arleen Hunter</u>	City Attorney:	<u>Derek Rooney</u>	City Clerk:	<u>Debra Filipek</u>	Department Director:	_____
City Manager:	<u>Arleen Hunter</u>										
City Attorney:	<u>Derek Rooney</u>										
City Clerk:	<u>Debra Filipek</u>										
Department Director:	_____										
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER											

**STRATEGIC PLANNING WORKSHOP
CITY COUNCIL
CITY OF BONITA SPRINGS**

- I. CALL TO ORDER
- II. ROLL CALL
- III. REVIEW CITY'S VISION
- IV. REVIEW OF 2020 STRATEGIC PRIORITIES
- V. DISCUSSION OF COUNCIL IMPROVED EFFICIENCY AND INTERACTION
- VI. NEXT STEPS

Any person requiring special accommodations at any of the meetings because of a disability or physical impairment should contact Meg Weiss, Director of Administrative Services, to request accommodations by calling (239) 949-6262 at least 48 hours before the meeting.



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:	20-12-362
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Informational item: City Council Appointments to various Boards and Committees			
MEETING DATE: 12/16/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Arleen Hunter City Manager
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☒	CITY MANAGER ITEMS		
BACKGROUND: After each municipal election, the Mayor and Council make appointments from its elected body as City liaisons and members of various boards and committees, both internal and external. Attached for your information is the listing of the current 2020 City Council committee appointments to be assigned at a future meeting. Attachments: Listing of City of Bonita Springs Committee/Liaison Appointments Booklet of Committee List Descriptions, meetings			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Informational. Appointments to be made at City Council's January 6, 2021 meeting.			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: <u>Arleen Hunter</u> <u>Derek Rooney</u> <u>Debra Filipek</u> _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

City of Bonita Springs Committee / Liaison Appointments
City Council Committees 2020

Committees	Simmons	Quaremba	Purdon	Carr	Corrie	Gibson	Forbes
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CITY COMMITTEES

Art in Public Places Committee		X					
Bicycle / Pedestrian Facilities Committee						X	
Historic Preservation Board				X			
Outreach Advisory Committee			X				
Special Events Committee				X			
Street Light Committee	X						
Technology Advisory Board					X		
Tree Advisory Board							X
Veterans Advisory Committee		X					

EXTERNAL COMMITTEES

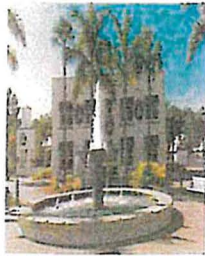
Agency on Bay Management (ABM)				X			
Bay & River (Estero Bay Agency on Bay Management)				X			
Blue Zone		X					
Board of County Commissioners (BOCC)	X						
Bonita Estero Economic Development Council		X	X				
Bonita Springs Utilities (BSU)				X			
Chamber of Commerce			X				
Charlotte Harbor National Estuary Program (CHNEP)				X			
Coastal Advisory Committee (Beaches & Shores)					X		
Collier County Liaison	X						
CREW Land and Water Trust		X					
Estero Liaison (Estero Community Committee Leaders - ECCL)					X		
Fire Control District Liaison				X			
Florida League of Cities (FLC) Liaison	X					X	
Fort Myers Beach Liaison				X			
Horizon Council		X					
Human Services Advisory Council				X			
Lee County Sheriff's Office Liaison			X				
Metropolitan Planning Organization (MPO) - 2 voting members				X			X
Metropolitan Planning Organization (MPO) - Alternate			X		X		
Regional Planning Council (RPC)			X				
Southwest Florida League of Cities (SWFLC)							X
Southwest Florida League of Cities (SWFLC) - Alternate				X			
Tourist Development Council (TDC)						X	
West Coast Inland Navigation District (WCIND)				X			
Wonder Gardens Liaison					X		
YMCA			X				



Advisory Boards



Art in Public
Places



Historic
Preservation
Board



Special
Events
Committee



Zoning Board



Local Planning
Agency



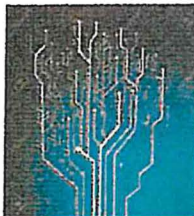
Street Light
Advisory Board



Veteran's
Advisory
Committee



Tree Advisory
Board



Technology
Advisory
Board



Bicycle Pedestrian
Safety Advisory
Committee



Outreach Advisory
Committee

Volunteer Today

It make the whole community stronger

The City of Bonita Springs is thankful for the volunteers that allow the City to practice government light. The city relies heavily on the input and time, volunteerism and expertise of the volunteers that make up these committees.

The City of Bonita Springs Official Citizen Advisory Committees are: Art in Public Places, Historic Preservation Board, Special Events Committee, Zoning Board, Local Planning Agency, Street Light Advisory Committee, Veteran's Advisory Committee, Tree Advisory Board, Technology Advisory Board, Bicycle Pedestrian Safety Advisory Committee and Outreach Advisory Committee. Each of these volunteer committees taps into the talent that is here in Southwest Florida. These individuals step up and volunteer their time in order to make the City better.

The City of Bonita Springs in always seeking volunteers to serve on various advisory boards and committees that have been established to assist the City Council on a number of civic issues when vacancies occur. The terms and conditions of these committees vary. Please visit http://www.cityofbonitasprings.org/services_departments/city_clerk/boards_and_committees to download the Advisory Committee application and to see current openings.

If you are interested in serving on a committee, please submit your application to City Clerk, Debbie Filipek.

Advisory Boards

Art in Public Places Board

The Art in Public Places Board is devoted to developing a public art collection by selecting, locating, placing and maintaining art in public places, exposing the community to the arts, fostering education programs and advancing economic growth. The Board acquires art for the City utilizing private and public sponsorships. By bringing artwork outside traditional contexts, the Art in Public Places Board provides increased access to the art. One of the Art in Public Places projects is Art in the Sun. This project brings art donated by local and national artists along Old 41 so the public may enjoy them. A few of the pieces on display include: Setting the Pace by Jane DeDecker, the Secret Bench of Knowledge by Lea ViVot and Lobster Claw Heliconia by Dave Kellum.

Historic Preservation Board

The purpose of the Historic Preservation Board is to identify, evaluate, preserve and protect historical and archaeological sites and districts within the City of Bonita Springs. The Board reviews historic sites, areas, structures and buildings for possible designation as historic resources and determines the historical significance of a designated historic resource. Prior to changes to an historic structure or property, the Board issues certificates of appropriateness to protect these resources. The board also encourages historic preservation by creating programs of technical assistance and financial incentives for preservation practices. They work to stabilize and improve property values through the revitalization of older residential and commercial neighborhoods. They also promote historic preservation activities and cultural and educational programs aimed at fostering a better understanding of the community's heritage.

Special Events Committee

The Special Events Committee helps promote and support the city events. The three major events they assist with are Celebrate Bonita, 4th of July and Holiday in the Park. They also provide recommendations to City Council on any changes to the special events ordinance. The committee is also called upon from time to time to advise Council for events.

Zoning Board

The purpose of the Zoning Board is to look at cases and make recommendations to Council based on evidence, experts, and sworn testimony. The Board reviews applications of property owners wishing to change the use/zoning of their property. After reviewing the application, the Board makes recommendations to City Council based on evidence, experts, and sworn testimony.

Local Planning Agency

Under Sec. 163.3174, F.S., each local government is required to establish, by ordinance, a Local Planning Agency (LPA). The Local Planning Agency reviews rezoning and comprehensive plan amendments in Bonita Springs. The LPA consists of appointed members selected from the community. It has the responsibility for making recommendations to the City Council regarding development of, or changes to, the City's Comprehensive Plan and the Land Development Code as well as a variety of other items, to ensure that they are consistent with, and serve to implement, the City's Comprehensive Plan.

Street Light Advisory Board

The Street Light Advisory Board reviews citizens' requests for new lighting by individually going out to the area and investigating things like where are the transformers, shrubbery that would interfere, private property or roads that would restrict the service and many other issues. They visit in the daytime as well as night to become aware of the situation. The board also studies the city lighting map to investigate areas that need additional lighting. The volunteers investigate and report back to the board. They also investigate streetlights that are out and obtain the number on the pole. The number on the pole is like a street address for the pole making it easier for FPL to repair at the exact location. The board members are a dedicated group that take action and get the job completed.

Veteran's Advisory Committee

This committee has several duties. The committee assists the City in providing input regarding any and all veterans affairs, assists the American Legion Ladies Auxiliary in the administration of the Gold Star/Blue Star Mothers Program, acts as a resource agency for setting standards for the flying of our National Flag, and also assists the Bonita Springs Assistance Office through an out-reach program for homeless vets. They also network with the VA and the Lee County Veteran's Service Office regarding veteran's affairs. In addition, the committee acts as a liaison to the City for all three veteran's organizations in Bonita Springs; American Legion Posts #303 and #388, and Veterans of Foreign War Post #4254. The last several years, they've also co-sponsored (along with the three aforementioned veterans' organizations and the City) "Star Spangled Bonita" on July 4th, and both the Memorial Day and Veteran's Day ceremonies at River-side Park. The committee, by City Charter, is comprised of nine members comprised of one member from each of the following five veterans organizations: the VFW, the American Legion, the VFW Ladies Auxiliary, the American Legion Ladies Auxiliary, and the Purple Heart Association (combat wounded veterans); along with four veterans at large. Please e-mail Bobby Hunter at bhunter024@yahoo.com for more information on the Veteran's Advisory Committee or for a concern or need for a Veteran in our community.

Tree Advisory Board

The Tree Advisory Board was founded by Mayor Ben Nelson. The Tree Advisory Board realizes the importance of trees to our community, our world and our lives. The Board works to keep the City of Bonita Springs a Tree City USA. The Board also protects heritage trees such as live oak, banyan trees, and slash pines not only for history and longevity, but how they positively impact eco-systems. The Board reviews land development and zoning sites prior to redevelopment to ensure heritage trees are protected and preserved. They also work to inform the public about native plants that are healthy for our community and invasive exotics that should be avoided as well as good pruning practices. Also, the Board deals with non-native invasive plants.

Technology Advisory Board

The purpose of the Technology Advisory Board is to research various topics that relate to new technologies and their impact on the City of Bonita Springs. The committee is made up volunteers with diverse and extensive real-world experience, a willingness to share ideas objectively and a long-term view of the functions of local government. The committee's initial assignments are to understand the integration needs and issues of the City's various existing technologies, to deal with any "green" issues as they relate to emerging technology, to review existing security practices and to explore social networking opportunities for the City. The committee will eventually formulate recommendations for Council to consider along these lines.

Bicycle Pedestrian Safety Advisory Committee

The Bicycle Pedestrian Safety Advisory Committee strives for the enhancement of bicycle and pedestrian paths for the safety of residents and visitors of Bonita Springs. BPSAC objectives include improving the conditions for bicyclists and pedestrians, promoting bicycling and walking as a means of transportation, and enhancing safety for bicyclists and pedestrians. The Committee also reviews relevant ordinances, organizes public events and works with other bicycle and pedestrian organizations at state and national levels. A main component of this five-person committee is to coordinate with other groups so that Bonita Springs will interface and have connectivity with the other bicycle and walking organizations.

Outreach Advisory Committee

The Outreach Advisory Committee provides input to the City Council with a view towards fostering broad and inclusive participation by members of the Bonita Springs community in civic affairs without regard to race, creed or gender. Input may include suggestions regarding city programs, events and advisory committee participation.

Committee List Descriptions, Meetings

Bay & Rivers (Estero Bay Agency on Bay Management)

The ABM is a non-regulatory advisory committee to the Council. Its directive is to make comments and recommendations regarding the management of Estero Bay and its watershed. The ABM collects and maintains data and it reviews and comments to regulatory agencies on issues affecting the watershed. Its members include Lee County legislative delegates and representatives of the Council, local chambers of commerce, citizen and civic associations, the Responsible Growth Management Coalition, Lee County, Collier County, Fort Myers, Fort Myers Beach, the SFWMD, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, Florida Gulf Coast University, Federal agencies involved in natural resource management, commercial and recreational fishing interests, environmental and conservation organizations, scientists, affected property owners, and the land development community.

Meetings: 2nd Monday of the Month at 9:30 a.m. Most meetings are held in the conference room of the Southwest Florida Regional Planning Council, but some are occasionally held at other sites within the Estero Bay watershed.

Blue Zone

Blue Zones Project encourages changes to the community that lead to healthier options.

The steering committee provides general guidance to the Blue Zones Team and the sector leadership committees. The structure of the steering committee is such that the local mayors or their designee are invited to sit on that committee. There are 17 leaders from various sectors (chambers of commerce, schools, health, worksites, municipalities, etc.) that sit on this committee.

Being on the Policy Committee provides a means in which they can inform other leaders and the community about the initiatives, as well as ask for collaboration from key partners. In addition, Blue Zones Project can fund bringing in national policy (built environment, food and tobacco) to consult with city representatives if desired.

Board of County Commissioners (BOCC)

The five-member Board of County Commissioners is the legislative and governing body of Lee County, Fla. Each County Commissioner is elected at large for a maximum of three, four-year terms of office. Each Commissioner represents and resides in one of the five Commission Districts. Each November, the Board elects a Chairman who serves as its presiding officer.

Meetings: 1st and 3rd Tuesday of the Month at 9:30 a.m in Fort Myers.

Bonita Estero Economic Development Council

The Bonita Springs Estero Economic Development Council (BSEEDC) is committed to building a regionally prosperous, sustainable, and economically diverse community. Our role is to serve as brand ambassadors, facilitators and advocates. We exist to help local companies succeed and grow, to help relocating companies get their business up and running as quickly as possible, and to attract new businesses to our region for sustainable job growth.

This board also makes quarterly presentations to the Bonita Springs City Council.

Meetings: Second Wednesday of each month at 4:00 pm at the Chamber Office

Bonita Springs Utilities (BSU)

Bonita Springs Utilities is a not-for-profit water and wastewater utility founded by local citizens in 1971. The member-owned utility provides service in the City of Bonita Springs, The Village of Estero and unincorporated South Lee County.

Meetings: The Board of Directors meets at 5 p.m. on the first and third Tuesday of each month at the BSU office located at 11900 East Terry Street (temporarily at 11500 Operations Way). There is also an annual conference held at 7:00 p.m. on the 3rd Tuesday in March.

Chamber of Commerce

The Bonita Springs Area Chamber of Commerce is a membership organization whose mission is to serve our members, promote an environment where business can grow and prosper, and to enhance the quality of life of the Bonita Springs area.

Meetings: 2nd Thursday of the month is Board of Directors meeting and 3rd Thursday of every other month is Executive Board meeting (Executive Board meetings subject to change) at the Bonita Springs Chamber of Commerce office.

Charlotte Harbor National Estuary Program (CHNEP)

Partnership that protects the Charlotte Harbor estuaries from Venice to Estero Bay.

Meetings: Quarterly in Punta Gorda, at 9:30 A.M.

Coastal Advisory Committee

The committee assists the Board of County Commissioners with its establishment of unified beach erosion control and inlet management programs within the unincorporated and incorporated areas of Collier County, and advises the Board of County Commissioners and the Tourist Development Council (TDC) of project priorities with respect to funding sources that are available to Collier County for restoration and protection of its shoreline. The committee is composed of three members from the unincorporated area of Collier County, three members from the City of Naples and three members from the City of Marco Island. Appointments of members from the City of Naples and the City of Marco Island shall be appointed from a list containing one or more qualified applicants submitted by the respective governing bodies of those cities. Selection for membership on this committee will be based upon the applicant's familiarity with coastal processes, inlet dynamics, coastal management programs, or demonstrated interest in such programs; relevant education and experience; leadership and involvement in community affairs; and willingness to attend meetings and to undertake and complete assignments.

Meetings: 2nd Thursday of the month at 1 p.m. in the Board of County Commissioners chambers, third floor, Collier County Government Center, 3299 Tamiami Trail East, Naples, Florida 34112

Collier County BOCC Liaison

The Board of County Commissioners consists of five elected officials who, as the chief legislative body of the County, are responsible for providing services to protect the health, safety, welfare and quality of life of the citizens of Collier County. The Board is the chief policy-making body of Collier County, responsible for providing services to protect the health, safety, welfare and quality of life of the citizens of Collier County. Commissioners are responsible for approving County Government's annual operating budget and capital improvements program and for the appointment of a county administrator to carry out the Board's policies and manage the operations of County Government. Collier County contacts the Liaison on an as-needed basis and vice versa.

Meetings: Meetings are held the 2nd and 4th Tuesday of the month at 9:00 a.m. in the Board of County Commission chambers, third floor, Collier County Government Center, 3299 Tamiami Trail E. Naples, Florida

CREW Land and Water Trust Executive Board

The CREW Land & Water Trust was established in 1989 as a nonprofit organization to coordinate the land acquisition, land management, and public use of the 60,000-acre Corkscrew Regional Ecosystem Watershed.

Estero Liaison (Estero Community Committee Leaders – ECCL)

The ECCL is a group of elected residents from each of Estero's residential communities.

All ECCL delegates report back to their respective community boards and residents directly and through their community media systems ranging from email networks to newsletters to websites or television channels.

Given the incorporation of the Village of Estero, the ECCL is still active in the community and also makes recommendations to the Village Council.

Meetings: 2nd Friday of the month 10:00 a.m. – 12:00 p.m. in the Recreation Center at the Estero Community Park.

Fire Control District Liaison

The Bonita Springs Fire and Rescue District contacts the Liaison on an as-needed basis and vice versa.

Meetings: 2nd Monday of the month at 5:00 p.m. in Bonita Springs Fire Station Four located at 27701 Bonita Grande Drive.

Florida League of Cities (FLC) Liaison

The Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government.

Meetings: An annual conference is also held in even years at the Diplomat Hotel in Hollywood, Florida. In odd years, the annual conference is held at the Orlando World Center Marriott in Orlando, Florida.

Fort Myers Beach Liaison

The Town of Fort Myers Beach contacts the Liaison on an as-needed basis and vice versa.

Meetings: There are no recurring meetings other than their elected board meetings that occur the 1st and 3rd Monday of the month at 9:00 a.m., respectively in the Town Hall Council Chambers located at 2523 Estero Boulevard.

Horizon Council

The Horizon Council is a public-private board established in 1991 to advise the Lee County Board of Commissioners on economic development issues. The Council has up to 80 members representing cities; chambers of commerce; economic development and trade organizations; community, business, and education organizations; along with various officers and at-large members.

As a public-private economic development advisory board to the Lee County Board of Commissioners, the Horizon Council is the voice of business in Lee County. The Council's mission is to improve Lee County's business environment, retain and encourage expansion of existing businesses, and attract new and diversified employers. It is the only public-private partnership of Lee County Government and business leaders.

Meetings: 2nd Friday of every month at 8:00 a.m. at the Lee County Economic Development Office 2201 Second Street, Conference Room 118, 1st Floor Fort Myers, FL 33901

Human Services Advisory Council

The Lee County Department of Human Services serves as a collaborative hub for resources (Federal, State, Local, Private, and Non-Profit) designated to aid economically disadvantaged individuals and families in our community.

There are two advisory committees currently associated with Human Services, the Community Action Agency/Neighborhood District Committee and the Community Human Services Council. These committees provide opportunities for community members to participate in planning and discussions of human service needs within Lee County.

Community Action Agency/Neighborhood District Committee

The Community Action Agency/Neighborhood District Committee serves as an advisory body to the Lee County Board of County Commissioners on the planning, performance evaluation and public comment regarding:

- Community Services Block Grant Action Plan
- HUD Consolidated Plan
- HUD Annual Action Plan
- HUD Annual Performance Plan
- Funding for projects within targeted neighborhood districts

The Committee's recommendations shall be submitted to the Board, which may adopt, modify or amend them.

Community Human Services Council

As a result of the Smart Growth initiative and shrinking State and Federal resources, the Board of County Commissioners created the Community Human Services Council (CHSC). The CHSC, comprised of private and public community stakeholders, is charged with the task of effectively designing a community-based plan for current and future human service needs in Lee County.

As state and federal funding diminishes, services and associated costs shift to the local community. This means we will need to prioritize services; invest in measurable outcomes; and coordinate advances in technology, planning and service delivery to effectively meet service demands. The CHSC will assure there is a countywide strategic plan to assist in providing service coordination and resource planning. The strategic plan will promote strengthening of private and public partnerships, promote collaboration and integration of community services, and strive to eliminate fragmented service delivery systems.

Meetings: Meetings will be held monthly unless otherwise determined by the membership.

Lee County Sheriff's Office Liaison

Lee County Sheriff's Office contacts the Liaison on an as-needed basis and vice versa.

Meetings: There are no recurring meetings.

Metropolitan Planning Organization (MPO)

The MPO is the body of representatives charged with addressing the transportation needs of the region.

The MPO provides complete information, timely public notice, and full public access to decisions and documents. It supports early and continuing public involvement in the development and review of its plans and programs. It especially tries to seek out and consider the interests of people whose needs may not be well served by the existing transportation system, such as low income and minority households and persons with limited personal mobility.

Normally the MPO annually solicits proposals for transportation enhancement projects on local roads from the public. Applications may include installation of sidewalks, bike paths, and street enhancement improvements.

Meetings: Regular meetings occur on the 3rd Friday of the month at 9:00 a.m. in the City of Cape Coral Council Chambers 1015 Cultural Park Boulevard Cape Coral, Florida 33990 Executive Committee meetings occur the 2nd Wednesday of the month at 1:30 p.m. in Cape Coral Public Works Building Room 200 815 Nicolas Parkway, Cape Coral, FL 33915.

The City of Bonita Springs needs to appoint two (2) voting members and an alternate.

Metropolitan Planning Organization – Alternate

Please see previous page.

Regional Planning Council (RPC)

The agency is directed by a thirty-six member Council composed of local elected officials and gubernatorial appointees. Four individuals who represent State interests provide assistance as Ex-Officio members.

Meetings: 3rd Thursday of the month at 9:00 A.M.

Southwest Florida League of Cities (SWFLC)

This regional league is an off-shoot of the Florida League of Cities but deals with more local, regional issues.

(Membership is based in the counties of DeSoto, Charlotte, Lee, Hendry and Collier)

President: Honorable Teresa Watkins-Brown, Councilwoman, Fort Myers

Meetings: Quarterly on the third Thursday of the month at Veranda Restaurant

2212 Second Street Fort Myers, Florida 33901

Tourist Development Council (TDC)

The Tourist Development Council is a nine-member Council appointed as an advisory committee to the Lee County Board of County Commissioners (BOCC). TDC members oversee the entire tourist development tax fund, provide direction on programs and budget, and review the expenditures of the Lee County Visitor & Convention Bureau (VCB) quarterly.

Voting Membership for municipalities is rotated among the cities. Currently, Councilmember Gibson is a seated, voting member.

Meetings: 2nd Thursday of the month at 9:00 a.m. at the Lee County Admin East, Conference Room #118 on 2201 Second Street, Fort Myers, FL 33901

West Coast Inland Navigation District (WCIND)

The West Coast Inland Navigation District (WCIND) is a multi-county special taxing body, covering Manatee, Sarasota, Charlotte, and Lee counties, encompassing an estimated 1.1 million people. The district plays a pivotal role in the waterway projects that promote safe navigation from the “Open Water” of the Gulf of Mexico or the Gulf Intracoastal Waterway (GIWW) to the systems of secondary waterways and supports boating, fishing, and beach-oriented projects.

Meetings: Meetings occur approximately 6 times per year and are held as called by the commissioner at the Venice City Hall Council Chambers located at 401 W. Venice Avenue, Venice FL

Everglades Wonder Gardens

Members of the community established Bonita Wonder Gardens as a 501(c)(3) not-for-profit organization in September 2014 with the mission to purchase, operate, and enhance the Everglades Wonder Gardens, an historic attraction founded in 1936. The non-profit purchased the Everglades Wonder Gardens in April 2015.

The Everglades Wonder Gardens is dedicated to offering our community and its visitors an educational, recreational, environmental, and historical resource.

YMCA

The YMCA is a nonprofit organization for youth development, healthy living and social responsibility. Based on the input of the YMCA staff and volunteers, the plan defines what the organization wants to achieve in their three areas of focus: youth development, healthy living and social responsibility

Meetings: 3rd Friday of the Month at 8:00 a.m. in Bonita Springs.

CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, NOVEMBER 4, 2020
5:30 P.M.
BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT
27701 BONITA GRANDE DRIVE
BONITA SPRINGS, FL 34135
MINUTES

1. Call to order

Mayor Peter Simmons called the meeting to order at 5:30 P.M.

2. Invocation:

Pastor Riley Grandell, with Gulf Shore Church, furnished the invocation.

3. Pledge of Allegiance

Mayor elect Rick Steinmeyer led in the Pledge of Allegiance.

4. Roll Call

5. Recognition of the Bonita Springs Bull Sharks on their overtime victory against the Estero Wildcats.
(Council Member Mike Gibson)

6. Public Comment on Agenda Items

Dwight Esmon hopes that Council postpones any major decisions, particularly relating to the form-based code.

Mayor Elect Rick Steinmeyer thanked the people of Bonita Springs! He appreciates all the votes he received. He also addressed items XII. C., D.

Gary Smith, conductor of the Bonita Springs Concert Band, asked that Council approve their request to hold a concert on December 13, 2020, addressing their safety guidelines for COVID-19.

Diane Bende was in attendance to discuss the Bonita Village Mixed Use Development, which entails a request to amend the plans to extend the building. She is a resident in the area here to address concerns relating to traffic that may result from this development.

Tina Boole, a property owner in downtown, addressed concerns she had with the form-based code Ordinance. She has a duplex property on Riverside Drive.

Chip Greenwood, Buffalo Chips, was in attendance to address the mobile food vendor Ordinance. He also addressed the food truck project recently approved downtown. He is here to request more transparency. He is also hoping to get events going again.

Omer Dror thanked Mayor Simmons for eight amazing years. He also congratulated all new elected city officials.

Chrystal Handlin was in attendance to thank Mayor Simmons and express her gratitude for all he's done.

7. Zoning and land use items:

First reading of the following Zoning Ordinance:

- A. **ADDENDUM with Zoning Ordinance:** A Zoning Ordinance of the City of Bonita Spring amending the existing zoning for the Channel 30 Commercial Planned Development; amending the height and number of stories, increase the square footage of the modular communication buildings, and removal of the caretakers quarters, amending the Master Concept Plan, and amending the Schedule of Deviations; on 6.11 +/- acres along the north of the Collier County line, east of the Seminole Gulf railway, and west of Mediterra Residential golf course; and providing for an effective date. (Greensheet No. 20-11-339)

City Attorney Derek Rooney read the title block of the Zoning Ordinance into the record.

Council Member Mike Gibson motioned to move forward to second reading; Council Member Laura Carr seconded; and the motion carried unanimously.

No public comments were made.

The motion carried unanimously.

RESULT: UNANIMOUS

MOTION BY: Council Member Gibson

SECONDED BY: Council Member Carr

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

Second reading and public hearing of the following Zoning Ordinance:

- B. A Zoning Ordinance of the City of Bonita Springs amending the existing zoning for the Bonita Village Mixed-Use Planned Development; amending the provisions relating to permitted height along the northern and eastern boundaries of the project, amending the master concept plan, and amending the schedule of deviations; on 19 +/- acres along the north of Bonita Beach Road, east of Imperial River Road, and west of Meadowlark Lane; and, providing for an effective date. (Greensheet No. 20-11- 340)

City Attorney Rooney read the title block of the Zoning Ordinance into the record and placed all witnesses under oath.

Omer Dror, the Applicant, furnished a PowerPoint presentation to address the request. He referred to the Master Concept Plan approved in 2016, explaining that since that time City Council has approved a new overlay for Bonita Beach Road approved a year ago. They then looked and found that they would not be in alignment with that overlay and they decided to make some adjustments in the project to align with the new overlay. The main difference is that the new overlay now requests that at the southern end the City would like commercial along that street, with commercial up against the road. He further addressed. Attorney Amy Thibaut, with the Pavese Garner law firm also furnished a presentation and responded to questions of Council. Jackie Genson, Community Development, also furnished a PowerPoint to present the Staff Report and recommendation, the Zoning Board's recommendation, public comments received, consistency with the Comprehensive Plan, findings and conclusions, etc. Council discussion was held.

Council Member Laura Carr motioned for 30' from the rear for the north building; Council Member Mike Gibson seconded.

PUBLIC COMMENT:

Diane Benge, a resident of Quails Walk, in the area of the subject property on Quails Walk, addressed concerns with traffic from the subject project. Quails Walk is supposed to be a private road, and they have problems with people coming off Bonita Beach Road. The applicant stated that traffic was not his problem. The 30 foot to the back is too close. She further addressed a concern with their view.

Joe Frank was placed under oath. He stated that there will be three to four areas impacted by traffic. The future development area that is going to now have a 30' setback will result in traffic being impacted. To say this will not impact traffic is very unfair.

Jammie Merchant (sp?), stated she is very excited about this project, as it will provide revenue in our City. With a portion of it being a hotel, she likes the idea of a staycation.

Discussion was held.

The motion passed 5-2 (Council Members Corrie and Quaremba opposed) **ADOPTED ZONING ORDINANCE NO. 20-08**

RESULT: PASSED 5-2
MOTION BY: Council Member Carr
SECONDED BY: Council Member Gibson
AYES: Mayor Simmons and Council Members Purdon, Carr, Gibson and Forbes
NAYS: Council Members Corrie and Quaremba

A short recess was taken to 7:10 P.M.

Short recess, if needed.

8. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)

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

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

Council Member Corrie pulled item E. and addressed costs. Assistant City Manager Matt Feeney addressed the purpose and intent of the Interlocal. A brief discussion was held, and City Manager Hunter stated that if we can move forward, Staff understands direction – that this could be part of a larger discussion. Staff can bring back what the other cities are doing. She suggested bringing it back during the workshop.

Council Member Carr motioned to approve item E.; Council Member Purdon seconded; and the motion carried unanimously.

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

- A. Approve contract amendment #2 with Florida Department of Environmental Protection Recreational Trails Program extending the contract expiration date for the West Terry Street Multi-Use Path. (Greensheet No. 20-11-334)
- B. Approve Budget Resolution to transfer FY 2020 budgets among accounts and to adjust the budgets of certain revenue, other sources and expenditure accounts. (Greensheet No. 20-11-332) **ADOPTED RESOLUTION NO. 20-110**
- C. Adopt Resolution approving the top-ranked recommendation from the Art in Public Places Board for tenancy of Artist Cottage #5 and authorize City Manager to execute lease for the use of Artist Cottage #5 for a term of one year. (Greensheet No. 20-11-331) **ADOPTED RESOLUTION 20-111**
- D. Approve the renewal of the Parks Security Lockup Services Contract with Mason Evans, Inc., DBA Diamond Investigators and Security for another one-year term. (Greensheet No. 20-11-333)
- E. Approve the Interlocal Agreement between Lee County and City of Bonita Springs for Natural Resources Surface Water. (Greensheet No. 20-11-335)

• OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Proclamations and Presentations:

- A. Presentation of the State of the City address. (Mayor Simmons)

Mayor Simmons next presented the State of the City address.

10. Mayor and Council Member Items:

- A. **CONTINUED FROM 10/21/20:** Recognition of the 34135 Mask Project which distributed approximately 10,000 masks to children and adults of Bonita Springs. (Quaremba; Greensheet No. 20-11-341)

Council Member Quaremba addressed this item, which is for a process to recognize the many residents who helped with this mask project. She suggested contacting the six coordinators of the various communities and they can recognize their individual workers. She will work with Arleen to do something to recognize those people. It was a great experience.

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

RESULT: UNANIMOUS

MOTION BY: Mayor Simmons

SECONDED BY: Council Member Purdon

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

- B. Discussion of an extension of the lease agreement for the Artist Cottage #3 at Riverside Park. (Gibson; Greensheet No. 20-11-337)

Council Member Gibson stated that last year they did the same for Artist Cottage #4. With season starting it doesn't make sense to have it sit empty while they do the RFP. His request is to extend it through season.

Council Member Carr motioned to approve; Council Member Purdon seconded; and the motion carried unanimously.

RESULT: UNANIMOUS

MOTION BY: Council Member Carr

SECONDED BY: Council Member Purdon

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

11. Public comment:

Terrie Lemaine, with the Bonita Springs Assistance Office, thanked Council for the mask project, in which masks were made for the residents in need. She looks forward to thanking those residents of the community. She also congratulated Council Members on the election.

Joe Frank asked Council if they would consider a one-time waiver from the sign ordinance for Pine Way Plaza.

12. Second Reading and Public Hearing of the following Ordinances:

- A. An Amendment to the Bonita Springs Land Development Code Chapter 4 (Zoning) and 6 (Signs); relating to the Old U.S. 41 Redevelopment Overlay District; Sections 4-866 through Section 4-885 to repeal and replace the Old U.S. 41 Redevelopment Overlay District with the downtown Form-Based Code for the Downtown District; repeal and replace Section 6-116 Permanent Signs on Old U.S. 41 from Bonita Beach Road to Rosemary Street with the new form-based code recommendations; providing for conflicts of law, severability, codification, scrivener's errors, and modifications that may arise from consideration at public hearing and an effective date. (Greensheet No. 20-11-338)

City Attorney Rooney read the title block of the Ordinance into the record.

Council Member Purdon motioned to approve; Council Member Quaremba seconded.

Mike Fiigon, Community Development, stated that DPZ is available to make a presentation.

City Attorney Rooney addressed a recommendation by Jay Sweet of Community Development relating to food trucks.

PUBLIC COMMENT:

Tina Boole was in attendance to address Council with concerns she had regarding the proposed Ordinance. She asked Council take into consideration the email that she sent to them.

Discussion followed.

The motion passed 5-2 (Mayor Simmons and Council Member Corrie opposed) **ADOPTED ORDINANCE NO. 20-10**

RESULT: 5-2

MOTION BY: Council Member Purdon

SECONDED BY: Council Member Quaremba

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

- B. An Ordinance of the City Council of Bonita Springs, Florida, adopting the 2020 Five Year Capital Improvement Program Annual Update; providing for legislative findings; providing for severability; providing for exclusion from codification; and providing for an effective date. (Greensheet No. 20-11-328)

City Attorney Rooney read the title block of the Ordinance into the record.

Council Member Corrie motioned to approve; Council Member Purdon seconded

No public comments were made.

The motion carried unanimously. **ADOPTED ORDINANCE NO. 20-11**

RESULT: UNANIMOUS

MOTION BY: Council Member Corrie

SECONDED BY: Council Member Purdon

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

- C. An Ordinance of the City of Bonita Springs, Florida, amending Chapter 4, Zoning, of the Land Development Code; clarifying development standards relating single and two-family residential developments in Mobile Home Zoning districts; and, providing for severability, conflicts, codification, scrivener's errors; and providing for an effective date. (Greensheet No. 20-11-330)

City Attorney Rooney read the title block of the Ordinance into the record.

Council Member Corrie motioned to approve; Council Member Purdon seconded.

No public comments were made.

The motion carried unanimously. **ADOPTED ORDINANCE NO. 20-12**

RESULT: UNANIMOUS

MOTION BY: Council Member Corrie

SECONDED BY: Council Member Purdon

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

- D. **ADDENDUM with Ordinance:** An Ordinance of the City of Bonita Springs, Florida, amending Chapter 4 Zoning, Article VI supplementary district regulations, Division 30 Property Development Regulations, Subdivision III Subdivisions, of the Land Development Code; providing for permitted encroachments relating to mechanical equipment; and, providing for severability, conflicts, codification, scrivener's errors; and providing for an effective date. (Greensheet No. 20-11-336)

City Attorney Rooney read the title block of the Ordinance into the record.

Council Member Corrie motioned to approve; Council Member Purdon seconded.

No public comments were made.

Bruce Galloway stated this is a very good Ordinance.

The motion carried unanimously. **ADOPTED ORDINANCE NO. 20-13**

RESULT: UNANIMOUS

MOTION BY: Council Member Corrie

SECONDED BY: Council Member Purdon

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

13. City Attorney's Items:

ADDENDUM: Approve appointment of Code Enforcement Hearing Examiner and Alternate. (Greensheet No. 20-11-344)

City Attorney Rooney furnished a brief overview.

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

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

14. City Manager's Items:

- A. Provide direction to staff regarding special event permitting on City property. (Greensheet No. 20-11-329)

Council consensus to move forward with Special Events for City property.

- B. City's COVID-19 update.

15. Mayor and Council Member Reports:

16. Approval of Minutes: 10/21/20

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

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

17. Public Comment:

18. Adjournment.

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

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

DRAFT

CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, NOVEMBER 18, 2020
9:00 A.M.
BONITA SPRINGS FIRE CONTROL AND RESCUE DISTRICT
27701 BONITA GRANDE DRIVE
BONITA SPRINGS, FL 34135
MINUTES

1. Swearing-in ceremony of recently-elected Mayor, Rick Steinmeyer; and City Council Members for District Two, Jesse Purdon; District Four, Chris Corrie, and District 6, Fred Forbes.

Judge Shannon McFee was in attendance to swear in the newly elected Mayor Rick Steinmeyer, and District 2 Council Member Jesse Purdon; District 4 Council Member Chris Corrie; and District 6 Council Member Fred Forbes.

2. Call to order

The meeting commenced at 9:14 a.m.

3. Invocation:

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

4. Pledge of Allegiance

Mayor Steinmeyer led in the Pledge of Allegiance.

5. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

Mayor Steinmeyer began by requesting a continuance for item 12. of the Agenda, the Addendum, regarding the creation of an administrative committee for the settlement of small claims, to allow him to get additional information. City Attorney Derek Rooney addressed a concern of Mayor Steinmeyer regarding future continuances, and suggested that an item be added to the agenda that indicates changes to the agenda.

Mayor Steinmeyer motioned to move item 12 up on the agenda to address; Council Member Purdon seconded; and the motion carried unanimously.

RESULT: UNANIMOUS MOTION BY: Mayor Steinmeyer SECONDED BY: Council Member Purdon AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes
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Mayor Steinmeyer motioned to continue item 12., the Addendum; Council Member Purdon seconded; and the motion carried 6-1 (Council Member Carr dissenting)

RESULT: UNANIMOUS MOTION BY: Mayor Steinmeyer SECONDED BY: Council Member Purdon

6. Public Comment on Agenda Items

Dwight Esmon addressed his emails to the Mayor and City Council relating to the Levin Lot project.

Martha Simons congratulated Mayor Steinmeyer and newly elected Council Members.

7. Zoning and land use items:

Second reading and public hearing of the following Zoning Ordinance:

- A. A Zoning Ordinance of the City of Bonita Spring amending the existing zoning for the Channel 30 Commercial Planned Development; amending the height and number of stories, increase the square footage of the modular communication buildings, and removal of the caretakers quarters, amending the Master Concept Plan, and amending the Schedule of Deviations; on 6.11 +/- acres along the north of the Collier County line, east of the Seminole Gulf railway, and west of Mediterra Residential golf course; and providing for an effective date. (Greensheet No. 20-11-349)

Steward Rogers, representing the Applicant, presented a PowerPoint presentation to address their request. (copy in Clerk's file). The intent of the amendment is to make 2 four story buildings, thus, reducing the height of the tallest building back down to 50 feet.

Council Member Purdon addressed his concern regarding an expansion of the septic near the Imperial. Council discussion was held. Tim Sheehan owner of the property responded to questions relating to the timing of Phase 2.

In response to Council Member Forbes Mr. Sheehan explained that there is currently a septic field on the site. He further addressed; they will build a new field to process wastewater.

Jacqueline Genson, Community Development, furnished the Staff presentation via a PowerPoint presentation (copy in Clerk's file).

Council Member Laura Carr motioned adoption of the Zoning Ordinance; Council Member Chris Corrie seconded. Discussion was held.

City Attorney Derek Rooney read the title block of the Zoning Ordinance into the record.

Council Member Carr motioned to require annual inspections to the septic system.

Council Member Purdon motioned to approve the Zoning Ordinance as is, with an amendment with a requirement for the Applicant to hook up to City water; Council Member Forbes seconded.

City Attorney Rooney clarified that there is a motion to approve the rezoning request, with an amendment to include an additional condition for annual inspections to the septic system. There is also a motion on the floor, that has not been seconded, to make a further amendment to that motion to add a 2-year limitation on the septic system at which point they must connect into the BSU system. Discussion was held.

Council Member Carr suggested five-year limitation, to which Council Member Purdon agreed. Council Member Carr suggested annual inspections and a 5-year limitation. Discussion was held on the motions.

Vote on the 5-year Amendment – The motion failed 3-4 (Mayor Steinmeyer, and Council Members Corrie, Gibson and Quaremba opposed)

RESULT: FAILED 3-4
MOTION BY: Council Member Carr
SECONDED BY: Council Member Purdon
NAYS: Mayor Steinmeyer and Council Members Corrie, Gibson and Quaremba

Vote on motion to approve the request. Motion passed 5-2 (Mayor Steinmeyer and Council Member Purdon opposed) **ADOPTED ZONING ORDINANCE NO. 20-09**

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

A short recess was taken.

8. Consent Agenda: (Note: Items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)

Council Member Carr motioned approval of the Consent Agenda; Council Member Gibson seconded; and the motion carried unanimously. Assistant City Manager Matt Feeney responded to questions of Council Member Corrie regarding the Spring Creek Flood Improvement Project.

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

ADDENDUM 2: Approve Budget Resolution to establish a budget in FY 2020 for the Lee CARES Grant and Hurricane Irma Reimbursement. (Greensheet No. 20-11-356) **ADOPTED RESOLUTION NO. 20-115**

- A. Approve Resolution of the City of Bonita Springs, Florida; confirming the results of the Lee County Canvassing Board in conjunction with the November 3, 2020 election. (Greensheet No. 20-11-351) **ADOPTED RESOLUTION NO. 20-113**
- B. Approve Budget Resolution to transfer FY 2020 budgets among accounts and to adjust the budgets of certain revenue, other sources and expenditure accounts. (Greensheet No. 20-11-345) **ADOPTED RESOLUTION NO. 20-114**
- C. Approve a sub-recipient agreement between the City of Bonita Springs and Singhofen & Associates, Inc., for stormwater design of Spring Creek/Bonita Springs Golf Course Flood Improvement Project. (Greensheet No. 20-11-348)
- D. Approve a sub-recipient agreement between the City of Bonita Springs and Singhofen & Associates, Inc. for stormwater design of Logan Boulevard Regional Floodway Drainage Project. (Greensheet No. 20-11-347)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Proclamations and Presentations:

- A. Update by Capitol Strategies on the 2021 Legislative Session and discussion of the City's Legislative Priorities. (Greensheet No. 20-11- 354)

City Manager Arleen Hunter addressed this item, noting that Council has been provided with last year's legislative priorities and funding requests.

Carole Green and Ashley Stacel with Capitol Strategies were in attendance to provide an update and discuss the legislative priorities. Committee meetings will begin January 11th. A Delegation is scheduled to be held December 16. The deadline is December 7th to have everything put together and into their packets, and she will be working with the City Manager on the packet to ensure the City is represented on that agenda so there can be a presentation to the delegation. She further addressed and requested a discussion on last year's legislative priorities.

City Manager Hunter addressed and requested direction from Council on any adjustments or prioritization they would like to the priorities. Additionally, with respect to the funding request, she and Assistant City Manager Matt Feeney discussed the possibility, as they did receive the \$750,000 for the request, that they would be looking for the possibility for direction, noting that Staff's suggestion may be to advocate for more home buy out programs as well. Also funding requests. Looking for direction to maybe advocate for more home buy out programs as well. Additionally, she will most likely come back and ask Council to change the December 16, 2020 Council meeting to the evening so that Staff can attend the legislative priority session, suggesting members of Council join them at that session as well. She can bring it back at Council's next meeting.

Ms. Green informed Council that the session starts on March 2nd and the committee meetings will start January 11, 2021. There will be two weeks of committee meetings in January, two in February. March 2 starts the 60-day session which will end April 30.

Council Member Quaremba stated she would be in favor of advocating for the home buyout program and adding that to the list, with direction to Staff to decide how much we should ask for. It would be useful for Ms. Green to provide Council with a list of the Delegation Members and their contact information, along with a "cheat sheet" of what she should be talking about when she meets them. Ms. Green stated that once committee assignments are made, she will be more than happy to provide Council with the information.

Council Member Corrie suggested that they ask Representative Adam Botana to attend an upcoming Council meeting.

City Manager Hunter stated that if Council is comfortable with the list and the idea of working towards a home buyout program, Staff will use that as direction and come back with a meeting change to the evening, and look for a representative from Council to join them (on December 16, 2020)

Council Member Forbes suggested the possibility of considering broadening that to buyout a well as funds to use for elevating. City Manager Hunter stated that they could look at buyout and retrofitting.

- B. Receive update by Waldrop Engineering, agent for DeFoor Allison Trust for Bonita Preservation Trust (property owner of the Shangri-La), for their master planning efforts as identified in the compliance agreement between the property owner and the City of Bonita Springs. (Greensheet No. 20-11-352)

11:04 A.M.

Allison DeFoor, trustee for the properties, along with Alexis Crespo with Waldrop Engineering, were in attendance to provide an update on their master planning efforts, as outlined in the compliance agreement between the property owner and the City of Bonita Springs.

10. Mayor and Council Member Items:

Council Member Corrie stated he was looking forward to the meeting that was supposed to have occurred Monday (the workshop). He would like for them to reschedule in early December after Thanksgiving, so they can have the discussion on Council meetings.

Council Member Carr concurred with Council Member Corrie, and hopes Staff can get some dates, after Thanksgiving or after the New Year. She also addressed the Wonder Gardens stating that its really great and wonderful improvements. It's all good.

Council Member Purdon congratulated all newly elected officials!

Council Member Quaremba suggested at Council's next regularly scheduled Council meeting that they postpone anything other than the workshop and discuss how to operate as a Council, and important broad issues that they will need to address in the future, including some education on the Land Development Code, all the overlays, the policies already in place, how they handle development issues, etc. She feels that they can devote an entire meeting to that, and if can't get a date, she would suggest having it on their next Council meeting date.

Mayor Steinmeyer reported that he is planning a town meeting at the Presbyterian Church. The date hasn't been set yet. He also suggested a challenge to Council to choose a citizen from their district to inform them of needs in their district.

11. Public comment:

Kathy McGrath informed Council of her work at Meals of Hope every Wednesday. She congratulated all newly elected officials. She also addressed the food truck park. She is in favor of it and believes it's going to be an asset to Bonita.

12. City Attorney's Items:

ADDENDUM: A Zoning Resolution of the City of Bonita Springs, Florida; establishing a negotiating committee; and authorizing the Committee to settle certain claims. (Greensheet No. 20-11-355)

Addressed above - item continued.

- A. Consistent with Resolution No. 10-57 creating the Administrative Code which establishes the Code of Conduct for its Elected Officials, confirmation of receipt of Code of Conduct. (Greensheet No. 20-11-346)
- B. Consistent with the City Charter and the Code of Conduct for its elected officials, elect a Deputy Mayor. (Greensheet No. 20-11-350)

Mayor Steinmeyer nominated Council Member Mike Gibson; Council Member Quaremba seconded; and the motion carried unanimously.

RESULT: UNANIMOUS

MOTION BY: Mayor Steinmeyer

SECONDED BY: Council Member Quaremba

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

- C. Provide direction regarding the contents of the Letter of Interest for the sale and development of the Levin lot. (Greensheet No. 20-11-353)

City Attorney Rooney addressed this item seeking direction on whether to proceed further with the Levin Lot. Before Council is the actual terms of the agreement should Council wish to move forward. CBRE was also in attendance to respond to questions. The next step would be to bring the purchase and sale agreement.

Council Member Forbes addressed suggested language to include (copy in Clerk's file). Council Member Purdon feels it is a great project and looks forward to moving forward. Council Member Corrie feels it's a good project for downtown and will draw people in. He looks forward to the completion of the project. Council Member Carr feels it will be a draw and positive for the downtown area. Council Member Purdon stated he is excited to see it come to fruition. Council Member Quaremba stated that she does not believe that a food truck is appropriate for this location, and she is also concerned in relation to the form-based code, which does not encourage parking areas along 41. She further addressed questions she has. She is not in favor of the project, and would feel more comfortable with a land lease. She doesn't think the City should sell the property. Council Member Forbes stated he would like to hear from the Magnus' on what they are willing to accept. He would like these clarifications in the LOI.

Mr. Magnus addressed Council Member Forbes suggestions. A lengthy discussion followed. Council Member Quaremba stated that information Council has suggests that there are a couple directions they are asking Council to make – 1) what to do about the Lemon Lot, and 2) there is some failsafe language so if they want to flip the property to get protections back to Council.

Council Member Carr motioned to accept the LOI as is and move forward, with a provision to allow them to make improvements through the development agreement for both Lemon Tree and Banyan; Council Member Purdon seconded; and the motion carried 5-2 (Mayor Steinmeyer and Council Member Quaremba opposed)

RESULT: PASSED 5-2

MOTION BY: Council Member Carr

SECONDED BY: Council Member Purdon

AYES: Council Members Purdon, Carr, Corrie, Gibson and Forbes

NAYS: Mayor Steinmeyer and Council Member Quaremba

13. City Manager's Items:

A. City's COVID-19 update.

14. Mayor and Council Member Reports:

Council Member Quaremba informed Council of outreach she had with the Lee County Commissioners to advocate for the Bonita Country Club Flood Mitigation Water Quality project. She also informed Council of the Horizon Council meeting and the Art in Public Places Board meeting she attended. She also addressed financial information provided from the Everglades Wonder Gardens, and she is planning on the City's Finance Director Anne Wright and to meet with the Director and staff there to verify their aspirational plans are feasible and that the City can feel comfortable going forward. If anyone wants to participate she asked that they let her know.

Council Member Purdon stated he's excited for the food truck park, as he believes it's going to be amazing. He also met the new director of the Wonder Gardens, and suggested a monthly staff meeting with someone on our staff and the new director. He has also been out with FGCU staff and they found a dead manatee, which he further addressed. He also toured City Hall, which is coming along great.

Council Member Carr is looking forward to the downtown project.

Council Member Forbes provided an update on COVID-19. He also reported on the FLC meeting he attended, informing Council that the #1 priority is water quality.

Council Member Gibson congratulated the City's newly elected officials thanked Council for his appointment as Deputy Mayor.

Council Member Corrie informed Council of an 18-month project Bonita Bay completed in relation to their beach facility, which he further addressed. He would also like to see what other cities are doing in relation to becoming “smart cities”. He would like Bonita Springs to become a smart city.

Mayor Steinmeyer addressed COVID-19. He also addressed a challenge he would like for the six districts, for each Council Member to appoint a volunteer from their district to evaluate their district as far as trash, sidewalks, etc., and report on what they think the City could do to improve the district. City Attorney Rooney to work with Mayor Steinmeyer on a Greensheet to bring back.

15. Approval of Minutes: 09/16/20

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

RESULT: UNANIMOUS MOTION BY: Council Member Carr SECONDED BY: Council Member Gibson AYES: Mayor Simmons and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes
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16. Public Comment:

17. Adjournment.

There being no further items to discuss, the meeting adjourned at 12: 57 P.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____

AUTHENTICATED:

Mayor Rick Steinmeyer