



City Hall Council Chambers
9101 Bonita Beach Road SE
Bonita Springs, Florida 34135

**City of Bonita Springs
City Council
Meeting Agenda
September 4, 2024
5:30 p.m.**

If you intend to address the City Council, please submit a completed “Public Comment Slip” to the City Clerk before the meeting commences. Blank comment slips are available on the table outside of Chambers.

To submit a written public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org. **Written public comment must be received by 1:00 p.m., Sept. 4, 2024.**

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the City Council on any matter at this meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Mayor’s Welcome
6. Approval of the Agenda
7. Public Comment on Agenda Items
8. Consent Agenda Items:
 - A. Approval of minutes from the City Council Budget Workshop held on August 7, 2024.
 - B. Approval of minutes from the City Council Meeting held on August 21, 2024.

- C. Confirm and ratify Resolutions extending the local Hurricane Ian State of Emergency.
(Green Sheet 24-09-132)
- D. Approve a Resolution awarding the Operation of Government Access Cable Channel BTV 98
(RFP 24-10) to Bonita Video, LLC, in the amount of \$65,000 annually and authorize the Mayor
to execute the agreement. (Green Sheet 24-09-133)
- E. Approve the Seventeenth Addendum to the Second Agreement with the Lee County Sheriff
for Enhanced Law Enforcement Services. (Green Sheet 24-09-134)
 - Opportunity for City Council Comments on Consent Agenda

9. Mayor and Council Member Items:

- A. Discuss directing staff to seek and apply for grant funding opportunities for the Bonita-Estero
Rail-Trail (BERT) project, and provide direction to staff accordingly.
(Council Member Corrie, Green Sheet 24-09-137)

10. City Attorney Items:

- A. Approve settlement agreement with Trinity Enterprise Holding, LLC. (Green Sheet 24-09-135)

11. City Manager Items:

- A. Presentation of the Community Development Activity Report for August 2024.
(Green Sheet 24-09-136)
- B. Update on Hurricane Ian recovery.

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment



City Hall Council Chambers
9101 Bonita Beach Road SE
Bonita Springs, Florida 34135

City of Bonita Springs
City Council Budget Workshop
Draft Minutes
4:00 p.m., August 7, 2024

1. Call to Order - Mayor Steinmeyer called the session to order at 4:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

The City Clerk called the roll:

*Present: 7 Mayor Steinmeyer, Council Member Bogacz, Council Member Purdon, Council Member Carr,
Council Member Corrie, Council Member Fullick, Deputy Mayor Forbes*

Absent: 0

3. Public Comment

Tamika Peters - Commented and expressed concern regarding the potential millage increase as a business owner.

4. Review of Adopted Strategic Priorities

Finance Director Lisa Griggs-Roberson presented an overview of adopted strategic priorities, Hurricane Ian costs, the General Fund Continuation Budget, and the budget calendar (on file in the Clerk's office).

5. Presentation of Preliminary Capital Improvement Plan

City Manager Hunter and department directors presented updates on major projects funded in the Capital Improvement Plan budget.

6. Overview of Proposed Annual Operating Budget and General Fund Budget Requests Above Continuation Budget for FY 24-25

Finance Director Griggs-Roberson provided an overview of the proposed FY 2024-2025 budget (on file in the Clerk's office).

7. Mayor and Council Discussion

City Manager Hunter reminded Council Members that formal motions regarding budget direction should be reserved for the City Council meeting that follows today's workshop. Discussions included undergrounding power lines and WI-FI/cell service.

8. Adjourn Adjournment - The workshop adjourned at 5:25 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Rick Steinmeyer, Mayor



City Hall Council Chambers
9101 Bonita Beach Road SE
Bonita Springs, Florida 34135

**City of Bonita Springs
City Council**

Draft Meeting Minutes

August 21, 2024
9:00 a.m.

1. **Call to Order** - *Mayor Steinmeyer called the meeting to order at 9:00 am.*
2. **Invocation** - *Provided by Rev. Jeff Chitwood of Anchor Christian Church.*
3. **Pledge of Allegiance** - *Mayor Steinmeyer led the Pledge of Allegiance.*
4. **Roll Call**

The City Clerk called the roll:

Present: 7 Council Member Bogacz, Council Member Purdon, Mayor Steinmeyer, Council Member Corrie, Council Member Fullick, Deputy Mayor Forbes

Absent: 1 Council Member Carr

5. **Mayor's Welcome** - *Mayor Steinmeyer welcomed attendees and those watching the live-stream.*
6. **Approval of the Meeting Agenda**

*Council Member Purdon motioned to approve the agenda; Seconded by Council Member Corrie. **The motion carried 6-0.***

7. **Public Comment on Agenda Items**

Jim Magnus - Spoke in support of agenda item 8d (annual Halloween In The Park event) and the Rails to Trails initiative.

8. **Consent Agenda Items:**

*Deputy Mayor Forbes motioned to approve the consent agenda; Seconded by Council Member Corrie. **The motion carried 6-0.***

- A. Approve minutes from the City Council meeting held on August 7, 2024.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian.

- C. Approve the proposal submitted by Coastal Engineering Consultants, Inc. for the South Bonita Beach Hurricane Ian Repair/Construction Bid Phase Services in the amount of \$116,090.
- D. Approve the special event permit and road closure for the annual Halloween In The Park event at Riverside Park, from 5:30 p.m. - 9:30 p.m., Sat., Oct. 26, 2024.
- E. Approve the Fifth Amendment to the Second Concessionaire Agreement with CGT Kayaks, Inc. to extend the term of the agreement for an additional eight-month term.

9. Presentations:

A. Presentation by Q. Grady Minor & Associates, PA of the Rosemary Drive Stormwater and Multi-Use Pathway Project.

*Senior Project Manager Elly McKuen introduced Daniel Flynn from Q. Grady Minor, who is the engineer and project manager for the design improvement project. Mr. Flynn presented on the background and goals of the project, crosswalk designs, and feedback from the community (presentation on file in the Clerk's Office). Council Member Corrie motioned to approve design alternative #1; Seconded by Council Member Bogacz. **The motion carried 6-0.***

10. City Attorney Items: None

11. City Manager Items:

A. Presentation of the June Financial Report and discussion of fiscal year 2024-2025 budget.

Finance Director Lisa Griggs-Roberson presented the June Report, a summary of the FY 24-25 budget adoption process, an update on state revenue projections and council member budget requests.

Council Member Purdon discussed outyear funding for undergrounding FPL lines on Bonita Beach Road west of US 41.

Council Member Fullick stated its time to consider sunseting the waiver of Hurricane Ian related permit fees, as it's been nearly two years since the hurricane. City Manager Hunter stated that she and Community Development staff are preparing recommendations for a step-down reduction beginning in January with ample notice to the public.

Council Member Corrie commented on the Banyan Tree project, stating that the design process should soon be complete, and he is looking forward to advancing to the construction phase. He also asked council members to consider FY 25 funding of \$15,000 for the Bonita Senior Center to support programs.

B. Update on Hurricane Ian recovery

City Manager Hunter provided an update on the recent letter sent from FEMA to insurance policyholders about the City's status in the National Flood Insurance Program - Community Rating System, and the subsequent letter sent to policyholders from the City. She stated that City staff continues to work with consultants and FEMA representatives to develop an interim remediation plan which is due 9/17 (final plan due 11/18).

12. Mayor and Council Member Reports

Council Member Fullick - Provided an update on the recent TDC meeting. Also, speaking on behalf of the Veterans Council, he asked if there were objections to changing the start time of the City's Veterans Day Ceremony from 11 am to 9 am, so not to conflict with other area ceremonies, as well as to potentially attract marching band participation. There were no objections.

Council Member Bogacz - Provided an update from the Fire District and commented on the benefits of the seminars that she attended at the recent Florida League of Cities Annual Conference.

Council Member Corrie - Spoke about "net migration loss" which is a phenomenon that he learned about at the FLC Conference that is being experienced by some Florida counties including Collier and Palm Beach, resulting from the migration of residents to more affordable areas in central and north-central Florida. It is an affordable housing challenge that Council will have to strategically address.

Mayor Steinmeyer - Spoke about the ribbon-cutting/re-opening of the 7-11 store on Bonita Beach Road west of US 41.

13. Public Comment

Mike Gibson - Commented on the reduction in the building permit fee fund, and thanked Council Member Fullick for bringing-up the topic of sunseting lan related waivers.

Kyle Moran - Stated the Banyan tree renovation project is a high priority, and further commented on the potential benefits of the Rails to Trails initiative.

Ron George - Commented on Little Hickory Island beach issues and his attempts to report the issues to the County.

14. Adjournment - There being no further business, the meeting adjourned at 10:05 a.m.

Prepared by:

Mike Sheffield, City Clerk

Approved by City Council:

Date: _____

Rick Steinmeyer, Mayor

ITEM TITLE: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian.

REQUESTOR: Arleen M. Hunter, City Manager; Derek Rooney, City Attorney

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Strengthen/Enhance Council Relations, 7) Government Transparency

BACKGROUND:

Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and declared a state of emergency, pursuant to Chapter 252, Florida Statutes. As Hurricane Ian posed a serious threat to our area, an ultimate landfall directly affected the City of Bonita Springs. Consistent with Florida statutes, the following Resolutions were prepared and signed by the Mayor and staff to extend the Local State of Emergency in seven-day increments.

At this time, it is appropriate for City Council to ratify the continued Local State of Emergency.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 24-060 issued on August 19, 2024
2. Resolution No. 24-061 issued on August 26, 2024

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-060

**AN EMERGENCY RESOLUTION OF THE CITY OF BONITA
SPRINGS DECLARING A STATE OF LOCAL EMERGENCY
RESULTING FROM HURRICANE IAN; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

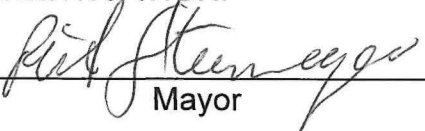
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 19th day of August, 2024.

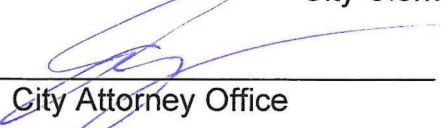
AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 8/21/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-061

AN EMERGENCY RESOLUTION OF THE CITY OF BONITA SPRINGS DECLARING A STATE OF LOCAL EMERGENCY RESULTING FROM HURRICANE IAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Governor Ron DeSantis signed Executive Orders 2022-218 and 2022-219, in response to the anticipated landfall of Hurricane Ian and has declared a state of emergency, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on September 26, 2022 the City declared a local State of Emergency ahead of the landfall of Hurricane Ian; and

WHEREAS, Hurricane Ian had a significant impact on this area, the effects of which are still being fully ascertained and include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

WHEREAS, the effects of Hurricane Ian continue to pose a serious threat to the lives and property of residents of the City of Bonita Springs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor on behalf of the City Council of the City of Bonita Springs, Lee County, Florida;

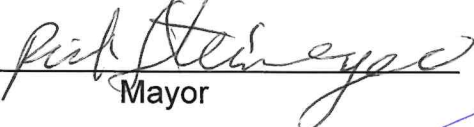
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 26th day of August, 2024.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 9/26/24

ITEM TITLE: Approve a Resolution awarding the Operation of Government Access Cable Channel BTV 98 (RFP 24-10) to Bonita Video, LLC, in the amount of \$65,000 annually, and authorize the Mayor to execute the agreement.

REQUESTOR: Lora Taylor, Communications Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

On August 23, 2024 – The City received one (1) sealed response for Operation of Government Access Cable Channel BTV 98 (RFP 24-10).

On August 26, 2024 – The one response was reviewed and found to be responsive and responsible; and a recommendation was made to award to Bonita Video, LLC for the Operation of Government Access Cable Channel BTV 98 in the amount of \$65,000 annually upon approval of all documentation.

STAFF RECOMMENDATION: Staff recommends award of Operation of Government Access Cable Channel BTV 98 to Bonita Video, LLC in the amount of \$65,000 annually.

ATTACHMENTS:

1. Resolution
2. Bid Comparison

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lora Taylor

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 24 - 065

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO BONITA VIDEO, LLC FOR THE OPERATION OF GOVERNMENT ACCESS CABLE CHANNEL BTV 98 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, the City advertised for Operation of Government Access Cable Channel BTV 98 and received one (1) qualified and experienced submittal; and

WHEREAS, the response from Bonita Video, LLC has been reviewed and found to be responsive and responsible.

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

Section 1. Staff is hereby authorized to enter into an agreement with Bonita Video, LLC for the Operation of Government Access Cable Channel BTV 98 (RFP 24-10). A summary of the responding firm, is attached hereto as Exhibit "A."

Section 2. 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 4th day of September, 2024.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

Date filed with the City Clerk: _____

EXHIBIT A

<u>Bidder</u>	<u>Annual Amount</u>
<u>Bonita Video, LLC</u>	<u>\$65,000</u>

ITEM TITLE: Approval of the Seventeenth Addendum to the Second Agreement with the Lee County Sheriff for Enhanced Law Enforcement Services.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

The Lee County Sheriff's Office has submitted the Seventeenth Addendum to the Second Agreement which provides for the enhanced law enforcement services (Bonita Springs Community Policing Unit) for FY 2024-2025 (service provided October 1, 2024 to September 30, 2025). The total cost of the agreement for FY24-25 is \$3,021,919.43. This cost has been allocated in the proposed FY 24-25 budget. The addendum aligns with the agreement previously approved by City Council on March 20, 2024 as specified in the Sixteenth Addendum.

STAFF RECOMMENDATION: Approve the Seventeenth Addendum to the Second Agreement with the Lee County Sheriff for Enhanced Law Enforcement Services.

ATTACHMENTS:

1. Seventeenth Addendum to Second Agreement for Enhanced Law Enforcement Services
2. Second Agreement (2010)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

SEVENTEENTH ADDENDUM TO SECOND AGREEMENT

**BY AND BETWEEN CARMINE MARCENO, SHERIFF OF LEE COUNTY,
FLORIDA AND THE CITY OF BONITA SPRINGS FOR
ENHANCED LAW ENFORCEMENT SERVICES**

COMES NOW the Parties hereto and enter into this Fifteenth Addendum to the Second Agreement, (the Agreement), by and between Carmine Marceno, Sheriff, Lee County, Florida and the City of Bonita Springs, Florida for enhanced law enforcement services dated October 1, 2010, and agree as follows:

WHEREAS, the Parties hereto may amend this Agreement pursuant to Article XXI (20.1), of the Agreement;

WHEREAS, the Parties hereto desire to amend the Agreement in the following manner;

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, which the Parties hereto deem and acknowledge sufficient consideration, **the Parties agree as follows:**

1. The Recitals above are adopted and incorporated herein as if fully restated.
2. Exhibit "A" of the Agreement is deleted in its entirety and replaced with the following:

FISCAL YEAR 24/25

- a. Funding for Community Policing is established at an amount not to exceed \$3,021,919.43. The funding is to pay for 1 Community Service Officer (Civilian), 16 Deputy Sheriffs (Certified), 3 Detectives (Certified), and 2 Sergeants (Certified). See Exhibit "B".
 - b. Amount is effective October 1, 2024 through September 30, 2025.
 - c. Vehicles, rental vehicles, and all equipment are included into the cost for Deputies and Sergeants.
3. All other terms and conditions of the Agreement, as modified and not otherwise inconsistent with this addendum, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their respective agents to execute this instrument on their behalf, on the dates set forth below.

SEVENTEENTH ADDENDUM TO SECOND AGREEMENT

SHERIFF OF LEE COUNTY



CARMINE MARCENO, SHERIFF

Date 08/12/24



JOHN HOLLOWAY, ESQ.
UNDERSHERIFF
Approved as to form

Date 8/12/24

CITY OF BONITA SPRINGS

Attest:

RICK STEINMEYER, MAYOR

MIKE SHEFFIELD, CITY CLERK

APPROVED AS TO LEGAL FORM:

DEREK P. ROONEY, CITY ATTORNEY

**CITY OF BONITA SPRINGS
ENHANCED LAW ENFORCEMENT SERVICES
EXHIBIT B
FISCAL YEAR 24/25**

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

POSITIONS	UNIT COST	FTE	TOTAL COST
COMMUNITY SERVICE OFFICER (Civilian)	\$99,200.00	1	\$99,200.00
DEPUTY SHERIFF (Certified)	\$135,027.61	16	\$2,160,441.76
DETECTIVES (Certified)	\$135,027.61	3	\$405,082.83
SERGEANT (Certified)	\$178,597.42	2	\$357,194.84
LIEUTENANT (Certified)	\$196,809.56	0	\$0.00
		FY25 CONTRACT TOTAL	22
			\$3,021,919.43

Renewal Notes:

Unit costs include minimum wages by rank, benefits and pro-rated equipment fees

10/1/2023	FY24 Contract Rate for 19 Staff Members	\$2,543,356.08
6/1/2024	Prorated Mid Term Amendment (July-Sept) Add 2 Certified and 1 Civilian CSA	\$117,531.81
10/1/2024	FY25 Contract Rate Increase for 22 Staff Members Starting Salary and FL Retirement Contribution Rate	\$3,021,919.43

**SECOND
AGREEMENT**

**BY AND BETWEEN
MIKE SCOTT, LCSO OF LEE COUNTY, FLORIDA AND
THE CITY OF BONITA SPRINGS FOR
ENHANCED LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, by and between the CITY OF BONITA SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY," and Mike Scott, Sheriff of Lee County, Florida, hereinafter referred to collectively as "LCSO."

WITNESSETH:

WHEREAS, the CITY is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, LCSO and CITY previously agreed on a basic services agreement with a continuing high level of professional police service, and the CITY is desirous of enhancing such services upon the terms and conditions hereinafter set forth; and

WHEREAS, CITY is desirous of enhancing daily police services above and beyond basic services already rendered through contractual relationship with LCSO.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

1.1 *Agreement* shall mean this Agreement for Law Enforcement Services between the CITY and LCSO. This Agreement does not replace or supplant the basic services provided by the Sheriff but is to provide enhanced services above and beyond the basic services provided through general ad valorem revenues and other regular funding. However, nothing contained within this definition should prohibit Community Outreach Program (COPS) funding if available.

1.2 LCSO shall mean the duly elected and qualified Sheriff of Lee County, Florida.

1.3 LCSO'S Address shall mean Lee County Sheriff's Office, 14750 Six Mile Cypress Parkway, Ft. Myers FL 33912, (239) 477-1200.

1.4 CITY shall mean the City of Bonita Springs, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Lee County, Florida.

1.5 CITY'S Address shall mean 9101 Bonita Beach Road, Bonita Springs FL 34135, (239) 949-6262.

1.6 CITY Boundaries shall mean the area within the municipal boundaries of the CITY.

1.7 City Manager shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the person acting in the capacity of City Manager shall have the same authority as that of the City Manager.

1.8 Deputy Sheriff shall mean an employee who is appointed by the Sheriff in accordance with Fla. Stat. 30.07 and who has executed any necessary oath which is required by law. This position consists of shift related duties which includes: arrest and citation of violators, crime prevention, traffic control, courtroom testimony, community policing, high visibility patrol, and others as determined by LCSO.

1.9 District Commander shall mean the individual appointed under Article XVI who is responsible for all employees and activities of the Bonita Springs Patrol Zone. The district commander shall hold the rank of Deputy Sheriff Captain. The duties of the district commander include compliance with provisions of this contract for law enforcement service, serve as liaison between the CITY and LCSO, and insure the maintenance of effective morale, discipline, and law enforcement service.

1.10 Patrol Unit shall mean one (1) marked car which shall be manned by one (1) Uniformed Officer and containing all standard support equipment and who is assigned to a Patrol within the City of Bonita Springs. Any patrol unit purchased by the CITY shall prominently display the City of Bonita Springs official seal and on the vehicle's exterior the legend "paid for by the City of Bonita Springs" in letters at least two (2) inches in height, to be paid for by the CITY.

1.11 Patrol Zone is the incorporated boundaries of the CITY that is part of the South District.

1.12 Salaries shall include wages, employer expenses (FICA), and employee benefits including, but not limited to, retirement benefits, health insurance benefits, workers compensation, vacation, compensatory time, and sick leave benefits.

1.13 Sworn Personnel shall mean any appointed deputy of the Sheriff, irrespective of the rank (i.e. Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant, Deputy Sheriff Captain).

1.14 Uniformed Deputy means a Deputy Sheriff employed by LCSO who wears a LCSO uniform.

ARTICLE II

TERM

2.1 This Service Agreement shall remain in full force and effect commencing October 1, 2010 through September 30, 2011, the present term for Sheriff Mike Scott, all dates inclusive, conditioned upon the party's agreement as to the consideration to be paid by the City in each applicable fiscal year.

2.2 The CITY shall have the option to extend the Term for four (4) additional one (1) year terms, upon the same terms and conditions contained herein, except that the Consideration payable hereunder shall be subject to mutual agreement.

2.3 Either party may terminate this Service Agreement for any reason by giving no less than ninety (90) days prior written notice to the other party.

2.4 In the event of termination, both parties shall render such aid, coordination, and cooperation that might be required for an expeditious and efficient termination of service.

ARTICLE III

MANNER OF PERFORMANCE OF SERVICES

3.1 It is the intent of LCSO to provide to the CITY it's current, enhancing existing competent professional police protection within and throughout the corporate limits of the CITY as set forth in Exhibit A to this Agreement.

3.2 In recognition of the CITY's need to be informed of LCSO'S activities, LCSO'S District Commander and the City Manager will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby LCSO will report its activities to the

City Manager. At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s) and reporting period(s).

3.3 LCSO will ensure the courtesy and professional demeanor of the assigned Deputies through internal policies and staff inspections, in-service training, and diversity training.

ARTICLE IV

STAFFING STRUCTURE

4.1 Commencing October 1, 2010, the enhanced staffing structure of deputies of the Bonita Springs Patrol Zone in the South District shall be as set forth in Exhibit A attached hereto.

4.2 It is the responsibility of the District Commander or designee, in consultation with the City Manager, to properly assign personnel to adequately provide enhanced law enforcement services in the Bonita Springs Patrol Zone, pursuant to this Agreement.

ARTICLE V

PATROL UNITS

5.1 Each Uniformed Deputy Sheriff patrolling the Patrol Zone shall be assigned by the District Commander and work scheduled time, not to exceed forty-two hours per week, excepting holidays, overtime, off-duty detail, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee.

5.2 The parties recognize that a law enforcement agency requires flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the District Commander or his designee shall have the discretion to determine patrol staffing levels to provide adequate police services to the CITY subject to the requirements of paragraph 5.1. The LCSO recognizes that the Agreement is for enhanced services and nothing in this paragraph shall be construed as to replace community policing activities unless the circumstances warrant the modification because of lack of regular and basic patrol staffing levels in Bonita Springs and the immediate adjacent areas. Use of this discretion should be the exception and not the rule.

5.3 A professional level of service shall be provided by the patrol services contemplated by this Agreement. This professional level of service shall be in accordance with applicable laws and accepted police practices, including LCSO policies and procedures.

5.4 These patrol services shall be supervised within the discretion of the on-duty uniform patrol supervisor, with the understanding that the patrol services are enhanced services to provide community policing.

5.5 LCSO, through its Deputy Sheriffs assigned to the City of Bonita Springs, at the request of the City Manager, will provide additional enhanced services as agreed upon with the District Commander.

ARTICLE VI

CITY COUNCIL MEETINGS

6.1 At the request of the City Manager and in conformity with paragraph 5.1, one (1) Deputy Sheriff shall be present for the purpose of maintaining order at each regular or special City Council meeting during the regular shift of attending deputy.

ARTICLE VII

EMPLOYMENT RESPONSIBILITY

7.1 Any employees utilized by LCSO to fulfill the terms and conditions of this Agreement shall be deemed as employees of LCSO, not of the CITY.

7.2 Accordingly, the CITY shall not be responsible for or assume any liability for any employee's salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, Florida Statutes 2002), vacation, compensatory time, sick leave benefits or any other amenities of employment to any LCSO Personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof or any other liabilities whatsoever.

7.3 Further, unless otherwise specifically provided to the contrary herein, the CITY shall not be liable for compensation, contribution, indemnity to LCSO or the employees thereof for any injury or illness, of any kind whatsoever, arising out of such employment and the performance of the service, duties, and responsibilities contemplated herein.

ARTICLE VIII

EMPLOYMENT: RIGHT OF CONTROL

8.1 LCSO shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities

described and contemplated herein, provided said control does not result in a permanent reduction in the staffing levels as provided in Article IV.

8.2 The parties acknowledge that it is important for the CITY to have LCSO personnel who are acquainted with the general make-up of the CITY including its geography; its industrial, business, and residential composition; and its law enforcement issues.

ARTICLE IX

EMPLOYMENT: AUTHORITY TO ACT

9.1 The CITY recognizes that LCSO shall be required to appoint employees as deputy sheriffs to act within the City for the purpose of enforcing this Agreement. The LCSO will endeavor to maintain units as described in Exhibit A attached hereto in the Bonita Springs Patrol Zone.

9.2 The CITY does hereby vest in any LCSO employee, who is appointed by the Sheriff as a deputy sheriff and certified as a law enforcement officer within Chapter 943, Florida Statutes 2002, the police powers which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon LCSO by this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Every sworn officer of LCSO so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the CITY while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.

9.3 Accordingly, such sworn officers of LCSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

ARTICLE X

CONSIDERATION

10.1 The CITY agrees to pay LCSO, in consideration for the services described herein, for the fiscal year 2010/2011, the sum set forth in Exhibit "A" attached hereto. Exhibit "A" shall be amended from year to year as made necessary by the increased costs and expenses of staffing and maintaining a Deputy Sheriff.

10.2 The consideration payable by the CITY for fiscal year 2010/2011 shall be subject to an annual percentage adjustment, not to exceed a ten percent (10%) increase of the contractual consideration for the preceding year. Such increases shall

only be approved after LCSO has provided detailed financial back-up justifying the increase to the CITY.

10.3 LCSO shall have the right to temporarily fill any vacancy within the Bonita Springs District, provided the vacant position is filled by a LCSO employee that possesses skills, training and experience at least equivalent to the absent Bonita Springs Patrol Zone Deputy.

10.4 The consideration recited herein constitutes the entire consideration to be paid hereunder and upon the payment thereof, in the manner and at the times described herein, the CITY shall have no further monetary obligations to LCSO or any third party providing services described in this Service Agreement.

10.5 In the event that the CITY desires to add additional deputies, this agreement shall be provided for in writing, signed by both parties and added hereto as an addendum.

10.6 Capital equipment associated with the patrol units and the Bonita substation will be replaced on an as needed basis based on the maintenance costs and factors as deemed necessary by LCSO.

ARTICLE XI

ADDITIONAL SERVICES

11.1 The City Manager may request additional law enforcement services (i.e. K-9, motorcycles, foot patrol, special details) necessary to the CITY during the tenure of this Agreement.

11.2 LCSO agrees to make every reasonable effort to provide these services to the CITY.

ARTICLE XII

AUDIT OF RECORDS

12.1 LCSO shall maintain an accurate record of all LCSO personnel employed in the Bonita Springs Patrol Zone, and their hours of actual employment. Upon request of the City Manager, LCSO agrees to provide the CITY with payroll records concerning hours of actual employment for LCSO'S Bonita Springs District personnel.

12.2 LCSO agrees to provide for inspection and audit any other financial records relating to this Agreement, subject to public records exemptions.

ARTICLE XIII

FINES, FORFEITURES; PAYMENT

13.1 All law enforcement education funds levied and collected by the Clerk of the Court pursuant to Section 943.25, Florida Statutes, may be used by the LCSO for the law enforcement education purposes authorized in said Statutes. Apart from such funds, LCSO shall have no claim or right to any other monies or things of value which the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

13.2 It is hereby acknowledged between the CITY and LCSO that on occasion LCSO may receive equipment from the CITY pursuant to a grant or some other funding device which may be utilized at the sole discretion of the CITY. Prior to the purchase of any such equipment, the City Manager and District Commander shall mutually agree, in writing, to the specifications, maintenance responsibilities, and disposition procedures related to such equipment. In all cases, LCSO shall be responsible for any and all repairs or replacements necessitated by LCSO's abuse or neglect of the equipment.

ARTICLE XIV

DISTRICT COMMANDER

14.1 The District Commander shall, among other specified duties, act as liaison between the CITY and LCSO.

14.2 The parties hereby acknowledge and agree that LCSO retains the right to discipline and remove from office the District Commander or any Deputy Sheriff.

ARTICLE XV

INSURANCE

15.1 LCSO shall be self insured or maintain insurance coverage for the liabilities assumed by LCSO under this Agreement. The insurance coverage shall be in the amounts hereinafter described:

General Liability	\$100,000/200,000.00
Automobile Liability	\$100,000/200,000.00

15.2 LCSO shall maintain the respective coverage throughout the term of this Service Agreement, as the same may be extended in accordance with the provisions hereof.

15.3 LCSO shall provide CITY with adequate documentation concerning the coverage required hereunder, in order that the CITY, through the office of the City Clerk, may keep such documentation on file for the benefit of the public and inspection of the citizenry of CITY.

ARTICLE XVI

HOLD HARMLESS

16.1 Each party (indemnitor) hereby shall to the extent permitted by law indemnify from any liability and hold harmless the other party (indemnitee), its employees, agents, or servants against liability arising from any actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, brought against the indemnitee its employees, agents, and servants as a result of the indemnitor, its employees, agents, or servants negligent acts or negligent omissions, or willful misconduct in the performance of its obligations under this Agreement.

16.2 If the indemnitee defends any actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, directly or approximately caused by the negligent acts or negligent omissions or willful misconduct of indemnitor, its agents, servants, or employees, indemnitor agrees to reimburse the indemnitee for all expenses, attorneys' fees, and court costs incurred in defending such actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands.

16.3 Notwithstanding anything to the contrary contained herein, LCSO and the CITY shall, at all times, be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this Agreement to the contrary shall be construed as a waiver of sovereign immunity.

ARTICLE XVII

INDEPENDENT CONTRACTOR

17.1 LCSO, for the purposes of this Service Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in LCSO and its sworn officers pursuant to Article XI.

ARTICLE XVIII

AUTHORITY TO EXECUTE: NO CONFLICT CREATED

18.1 The Sheriff, pursuant to the powers under Article VIII of the Constitution of the State of Florida and the Statutes of the State of Florida, hereby represents that full power and authority exists to execute this Service Agreement. This includes the following:

- (a) His making and execution hereof shall create a legal obligation on the part of the Sheriff's Office of Lee County, Florida.
- (b) The same shall be enforceable by the CITY according and to the extent of the provisions hereof.

Nothing herein contained or no obligation on the part of LCSO to be performed hereunder shall in anyway be contrary to or in contravention of any policy of insurance or surety bond required of LCSO pursuant to the Laws of the State of Florida.

18.2 The Mayor and City Clerk, by their respective executions hereof, do each represent the following to LCSO:

- (a) They collectively have full power and authority to make and execute this Service Agreement on behalf of the City of Bonita Springs, pursuant to the Resolution of the City Council of CITY.
- (b) Nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Bonita Springs or the Laws of the State of Florida.

ARTICLE XIX

NOTICE

19.1 All notices required hereunder shall be by regular U.S. Mail and or facsimile, and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

CITY: City Manager
 City Hall
 City of Bonita Springs

9101 Bonita Beach Road
Bonita Springs, Florida 34135

c/o City Attorney
City Hall
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

LCSO: Sheriff of Lee County
Lee County Sheriff's Office
14750 Six Mile Cypress Parkway
Fort Myers, Florida 33912

Legal Director
Lee County Sheriff's Office
14750 Six Mile Cypress Parkway
Fort Myers, Florida 33912

ARTICLE XX

NON-ASSIGNABILITY

LCSO shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the City Council of the CITY, which consent must be evidenced by a duly passed Resolution.

ARTICLE XXI

ENTIRE AGREEMENT; AMENDMENT

20.1 The parties acknowledge, one to another, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

ARTICLE XXII

BINDING EFFECT

21.1 This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below:

SHERIFF OF LEE COUNTY



MIKE SCOTT

9/20/10
Date

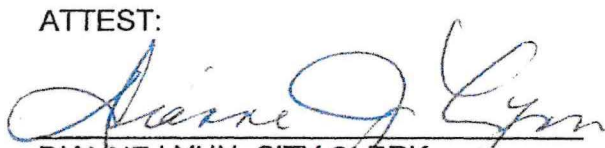
BY: 

BARRY R. HILLMYER
Legal Advisor, LCSO

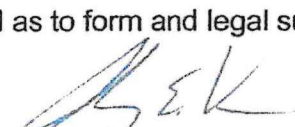


CITY OF BONITA SPRINGS
BEN L. NELSON, JR., MAYOR

9-16-10
Date

ATTEST:


DIANNE LYNN, CITY CLERK

Approved as to form and legal sufficiency
BY: 

AUDREY E. VANCE, CITY ATTORNEY

Approved as to form and legal
sufficiency subject to execution
By the parties:

BONITA CONTRACT

EXHIBIT "A" FISCAL YEAR 10/11

Full Year Funding		Unit	LS
Deputies	14	\$ 80,639.00	\$ 1,128,946.00
Sergeants	2	\$ 107,108.00	\$ 214,216.00
Deputy/SRO	0	\$ -	\$ -
Bonita Sub Station	1	\$ 264,673.00	\$ 264,673.00
Rental Vehicles	2	\$ 7,100.00	\$ 14,200.00
TOTAL FY 2010/2011			\$ 1,622,035.00

BONITA CONTRACT

EXHIBIT "A"
FISCAL YEAR 11/12

Description	Unit	Cost per Unit	Extended Cost
Deputies	14	\$80,639.00	\$1,128,946.00
Sergeants	2	\$107,108.00	\$214,216.00
Deputy/SRO	0	-	-
Bonita Sub Station	1	\$264,673.00	\$264,673.00
Rental Vehicles	2	\$7,100.00	\$14,200.00
New Vehicles	3 or 4	Cost TBD	NTE \$80,000.00
Grand Total			\$1,702,035.00

ITEM TOPIC: Discuss directing staff to seek and apply for grant funding opportunities for the Bonita-Estero Rail-Trail (BERT) project, and provide direction to staff accordingly.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: 2. Transportation; 8. Economic Development

BACKGROUND:

Funding for the Bonita-Estero Rail-Trail (BERT) project is a high priority endeavor. Our staff has the experience necessary to effectively search and apply for grant funding opportunities that may exist, including governmental, private, corporate, and community foundation grant opportunities.

RECOMMENDATION: Discussion and direction to staff.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield

ITEM TITLE: Approve settlement agreement with Trinity Enterprise Holding, LLC.

REQUESTOR: Derek Rooney, City Attorney, and Matt Feeney, Assistant City Manager

AGENDA SECTION: City Attorney

STRATEGIC PRIORITY: 2) Transportation

BACKGROUND:

Pursuant to the Settlement Agreement entered into between the City and BG Mine, LLC the City is to take title to a parcel at the terminus of Bonita Grande Drive for utilization as a regional public park. The park will have access to the Bonita Grande project's lakes and potentially to the Kiker Preserve. As part of the Settlement Agreement, the City is working with BG Mine is to secure and develop public access to the Lake Park location under our Public Road Access Facilitation Agreement which requires BG Mine to maintain deposits with the City necessary for the City to recover its costs in the acquisition of access rights.

Following the route selection and design of the right-of-way the City proceeded with eminent domain proceeding to the remaining portions of the needed right-of-way. The City has negotiated a settlement in the total amount of \$574,908 to be paid from the BG Mine escrow account. Approval of the settlement will authorize the entry of a final judgement in the City's condemnation case with respect to the Trinity parcel.

STAFF RECOMMENDATION: Approve settlement and stipulated final judgement.

ATTACHMENTS:

1. Mediated Settlement Agreement
2. Stipulated Final Judgement

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Department Director:	Matt Feeney

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL
CIRCUIT IN AND FOR LEE COUNTY, FLORIDA

CITY OF BONITA SPRINGS,

Petitioner,

CASE NO.: 23-CA-013053

Parcel 101

vs.

TRINITY ENTERPRISE HOLDINGS, LLC, et. al.,

Respondent.

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted in person at City Hall in Bonita Springs, Florida on July 22, 2024, the parties reached the following Mediated Settlement Agreement:

1. Petitioner, CITY OF BONITA SPRINGS (CITY) shall pay to Respondent TRINITY ENTERPRISE HOLDINGS, LLC (TRINITY), the total sum of \$ 490,000.00 in full settlement of all claims for compensation for the taking of Parcel 101 and any and all damages and business damages relating thereto.

2. In addition to the above-referenced settlement amount, CITY shall pay \$ 46,002.00 in full satisfaction of all attorney's fees to counsel for TRINITY pursuant to Florida Statute 73.092(1) and shall pay \$ 38,906.00 in full satisfaction of all attorney's costs and expert fees and costs pursuant to Florida Statute 73.091.

3. Counsel for CITY and TRINITY will jointly submit to the Court for signature a mutually approved Stipulated Order of Taking and Final Judgment in this matter as soon as practical ~~hereafter~~. after consideration and approval by City Council.

4. This agreement dated July 22, 2024, and attached addendum, if any, contain(s)
all of the agreements of the parties.

CITY OF BONITA SPRINGS

**TRINITY ENTERPRISE HOLDINGS,
LLC**



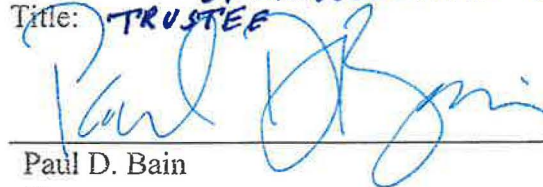
Name Printed: MATT FEENEY
Title: ASSISTANT CITY MANAGER



Name Printed: BY DR. VOLODYMYR SHERYK
Title: TRUSTEE



Jeffrey L. Hinds
Jay J. Bartlett
Bartlett Loeb Hinds & Thompson
100 N. Tampa Street, Ste 2050
Tampa, FL 33602



Paul D. Bain
Trenam
101 E. Kennedy Blvd, Ste 2700
Tampa, FL 33602

**THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION**

CITY OF BONITA SPRINGS, a Municipal
corporation of the State of Florida,

Petitioner,

Case No.: 23-CA-013053

Parcel: 101

vs.

TRINITY ENTERPRISE HOLDINGS, INC., a
Florida corporation not-for-profit; **NICOLE
OLSEN EQUESTRIAN, LLC**, a Florida limited
liability company; **ROBERT CUSTER**, if living;
and if not, the unknown heirs of Robert Custer;
JOYCE CUSTER, if living; and if not, the
unknown heirs of Joyce Custer; **WEBSTER
PIERCE** if living; and if not, the unknown heirs
of Webster Pierce; **RUBY PIERCE**, if living; and
if not, the unknown heirs of Ruby Pierce; **IRENE
PATRICIA SOCKALOSKI**, if living; and if not,
the unknown heirs of Irene Patricia Sockaloski;
DONALD J. PANTIN, if living; and if not, the
unknown heirs of Donald J. Pantin; **SARA
PANTIN**, if living; and if not, the unknown heirs
of Sara Pantin; **HARRY B. RIBBEL**, if living;
and if not, the unknown heirs of Harry B. Ribbel;
FREEMAN LEE IZELL, if living; and if not,
the unknown heirs of Freeman Lee Izell; **B.N.
SENTELL**, if living; and if not, the unknown
heirs of B.N. Sentell; **MARTHA K. SENTELL**,
if living; and if not, the unknown heirs of Martha
K. Sentell; **CHARLES E. GRIESER**, if living;
and if not, the unknown heirs of Charles E.
Grieser; **ALBERTA E. GRIESER**, if living; and
if not, the unknown heirs of Alberta E. Grieser;
FRED HALL, if living; and if not, the unknown
heirs of Fred Hall; **BARBARA HALL**, if living;
and if not, the unknown heirs of Barbara Hall;
J.R. ORLANDO, if living; and if not, the
unknown heirs of J.R. Orlando; **PATRICIA
ORLANDO**, if living; and if not, the unknown
heirs of Patricia Orlando; **W.C. CAUDLE**, if
living; and if not, the unknown heirs of W.C.
Caudle; **ETHEL C. HARRIS**, if living; and if
not, the unknown heirs of Ethel C. Harris; **JOE
SAUM**, if living; and if not, the unknown heirs of
Joe Saum; **PEGGY SAUM**, if living; and if not,

the unknown heirs of Peggy Saum; **LEONARD LEE BENJAMIN**, if living; and if not, the unknown heirs of Leonard Lee Benjamin; **MARGARET BENJAMIN**, if living; and if not, the unknown heirs of Margaret Benjamin; **CONNIE HUBSCHMAN and SAMUEL HUBSCHMAN, Co-Trustees; GMS REAL ESTATE INVESTMENT, LLC**, a Florida limited liability company; **BARRON COLLIER RESOURCES, LLLP**, a Florida limited liability limited partnership; **G. H. POSKE**, if living; and if not, the unknown heirs of G. H. Poske; **ROTOR INVESTMENTS, LLC**, a Florida limited liability company; and **NOELLE BRANNING**, as Lee County Tax Collector;

Respondents.

_____ /

**JOINT MOTION FOR ENTRY OF STIPULATED
FINAL JUDGMENT AS TO PARCEL 101**

Petitioner, CITY OF BONITA SPRINGS (“City”), and Respondent, TRINITY ENTERPRISE HOLDINGS, INC. (“OWNER”), by and through their respective undersigned counsel, hereby stipulate and jointly move that the Court enter a Stipulated Final Judgment in substantially the same form as attached hereto.

[Signatures on following page]

CITY OF BONITA SPRINGS

Jeffrey L. Hinds
FBN: 0008710
Jay J. Bartlett
FBN: 875163
Bartlett Loeb Hinds & Thompson, PLLC
1001 Water Street, Suite 475
Tampa, Florida 33602
Telephone: (813) 223-3888
jeffreyh@blhtlaw.com
jayb@blhtlaw.com
kathrynd@blhtlaw.com
Special Counsel to the City



Paul D. Bain
FBN: 984655
Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis, P.A.
101 E. Kennedy Blvd, Suite 2700
Tampa, FL 33602
(813) 223-7474
pbain@trenam.com
sgreene@trenam.com
Attorney for Respondent Trinity Enterprise
Holdings, Inc.

13 Aug. 2024

**THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION**

CITY OF BONITA SPRINGS, a Municipal
corporation of the State of Florida,

Petitioner,

Case No.: 23-CA-013053
Parcel: 101

vs.

TRINITY ENTERPRISE HOLDINGS, INC., a
Florida corporation not-for-profit; **NICOLE
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liability company; **ROBERT CUSTER**, if living;
and if not, the unknown heirs of Robert Custer;
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and if not, the unknown heirs of Charles E.
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if not, the unknown heirs of Alberta E. Grieser;
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Respondents.

_____ /

STIPULATED FINAL JUDGMENT AS TO PARCEL 101

THIS CAUSE came before the Court upon the Joint Motion for Entry of Stipulated Final Judgment as to Parcel 101 (“Joint Motion”) filed by Petitioner, CITY OF BONITA SPRINGS (“CITY”), and Respondent, TRINITY ENTERPRISE HOLDINGS, INC. (“OWNER”). The Court having reviewed the record and it appearing that the parties hereto were authorized to enter into the Joint Motion and that the papers filed herein by CITY are in proper and sufficient form, and the Court finding that the compensation to be paid by CITY is full, just and reasonable for all parties concerned, and being otherwise fully advised in the premises, it is hereby

ORDERED and ADJUDGED that:

1. All parties have been properly served with process or have otherwise submitted themselves to this Court’s jurisdiction. The Court has jurisdiction over the parties and the subject matter of this cause pursuant to Florida Statutes, Chapters 73, 74 and 166.

2. CITY and OWNER each stipulate to the entry of this Final Judgment as to Parcel 101.

3. As set forth in the Court's March 5, 2024 Order of Taking as to Parcel 101 ("Order of Taking"), CITY's good faith estimate of the value of said Parcel 101 was THREE HUNDRED FIFTY THOUSAND SIX HUNDRED NO/100 Dollars (\$350,600.00).

4. Pursuant to Fla. Stat. §74.051(2) and the Order of Taking, CITY timely deposited the sum of THREE HUNDRED FIFTY THOUSAND SIX HUNDRED AND NO/100 Dollars (\$350,600.00) into the Court registry on March 14, 2024, said sum being the amount of CITY's good faith estimate of value of Parcel 101, and thereupon CITY became vested in such fee simple interest in and to Parcel 101 as described in the Order of Taking and the Exhibits attached thereto.

5. The Order of Taking is hereby ratified and confirmed.

6. The interest of Respondent, LEE COUNTY TAX COLLECTOR was fully satisfied pursuant to Paragraph 5 of the Order of Taking.

7. Based upon the foregoing, it is proper that this Final Judgment as to Parcel 101 should enter in favor of CITY and against OWNER as named in the Petition in this matter as its interests may appear.

8. The Joint Motion is **GRANTED** and incorporated by reference into this Final Judgment.

9. CITY and OWNER agree that OWNER shall recover from CITY the total sum of FOUR HUNDRED NINETY THOUSAND AND NO/100 Dollars (\$490,000.00), as full compensation for the property interests taken, severance damages, cure costs and all other damages or compensation claimed by or through OWNER, its successors and assigns, now and in the future arising from the taking of Parcel 101 in this cause, excluding experts' costs and attorney's fees, which are awarded in Paragraphs 11 and 12 herein.

10. CITY shall be and is hereby credited the sum of THREE HUNDRED FIFTY THOUSAND SIX HUNDRED AND NO/100 Dollars (\$350,600.00), which sum was previously deposited by CITY into the court registry pursuant to the Order of Taking. Such sum is hereby and shall be credited toward payment of the awards made herein.

11. Pursuant to the aforementioned Joint Motion for Stipulated Final Judgment between CITY and OWNER, OWNER and its counsel have each agreed that no nonmonetary benefits have been achieved in this cause and thereby attorney's fees pursuant to Florida Statutes section 73.092(1) are due from CITY in this cause as to Parcel 101. Such stipulation is hereby ratified and confirmed and incorporated into this judgment. Consequently, the total sum of FORTY-SIX THOUSAND TWO AND NO/100 Dollars (\$46,002.00) be taxed against the CITY as and for all attorneys' fees incurred in this cause whatsoever by or on behalf of OWNERS.

12. Additionally, pursuant to the aforementioned Joint Motion for Stipulated Final Judgment between CITY and OWNER, the total sum of THIRTY-EIGHT THOUSAND NINE HUNDRED SIX AND NO/100 Dollars (\$38,906.00) is hereby taxed against the CITY as and for all reasonable costs expended or incurred in this cause whatsoever by or on behalf of OWNER as to Parcel 101 including all attorneys' costs, expert fees, appraisal services and other costs.

13. Accordingly, to satisfy the monies awarded herein, within thirty (30) days following the entry of this Judgment, the CITY shall pay total the sum of TWO HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED EIGHT AND NO/100 Dollars (\$224,308.00) to the Trust Account of Trenam, Kemker, Sharf, Barkin, Frye, O'Neill and Mullis, Professional Association, and mail its check in care of Paul D. Bain, 101 E. Kennedy Blvd, Suite 2700, Tampa, FL 33602.

14. The interest, if any, related to the deposits referenced herein shall be distributed pursuant to the formula set forth in Fla. Stat. 74.051.

15. There is no other or further compensation due from CITY to OWNER for the property condemned in this matter.

16. The Court retains jurisdiction for enforcement of the terms of this Final Judgment as may be necessary.

DONE and **ORDERED** in chambers in Lee County, Florida on this ____ day of _____, 2024.

Michael T. McHugh
CIRCUIT COURT JUDGE

Copies furnished to:

Jay J. Bartlett
Jeffrey L. Hinds
Paul D. Bain

ITEM TITLE: Community Development Activity Report for August 2024.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 5) Strengthen/Enhance City Finances; 7) Government Transparency

BACKGROUND:

The attached monthly report (through 8/27) covers the following:

- Hurricane Ian Fee Waivers: Monthly and Cumulative
- Permitting Counter: Customer Counts and Average Wait Times; Incoming and Outgoing Phone Calls
- Building Permits: Applications, Inspections, Reviews, and Revenue
- Planning and Zoning: Applications, Reviews, and Planner on-Call

STAFF RECOMMENDATION: Receive report.

ATTACHMENTS:

1. Community Development Monthly Activity Report – August 2024.

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	John Dulmer

Community Development

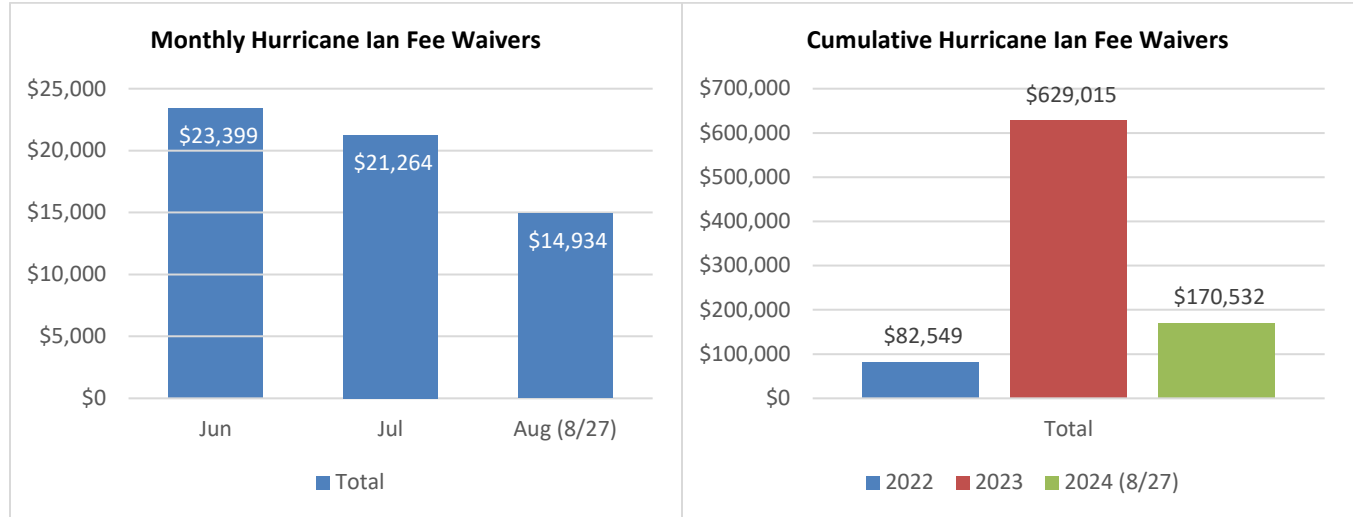
Prepared for:



August 2024 (8/27)

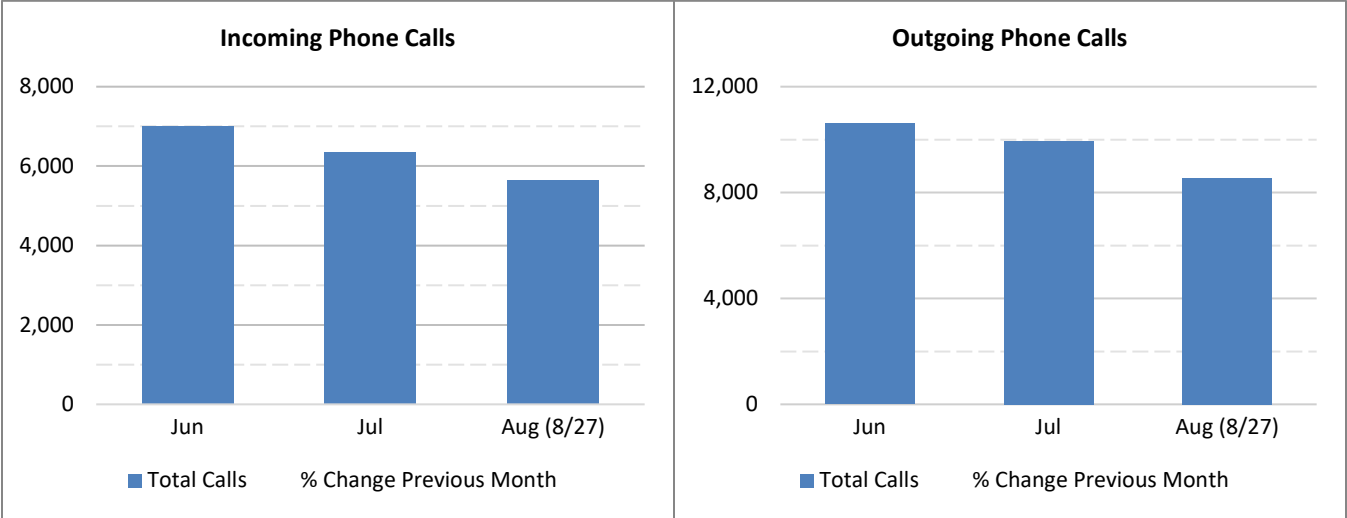
Prepared by:

JACOBS®

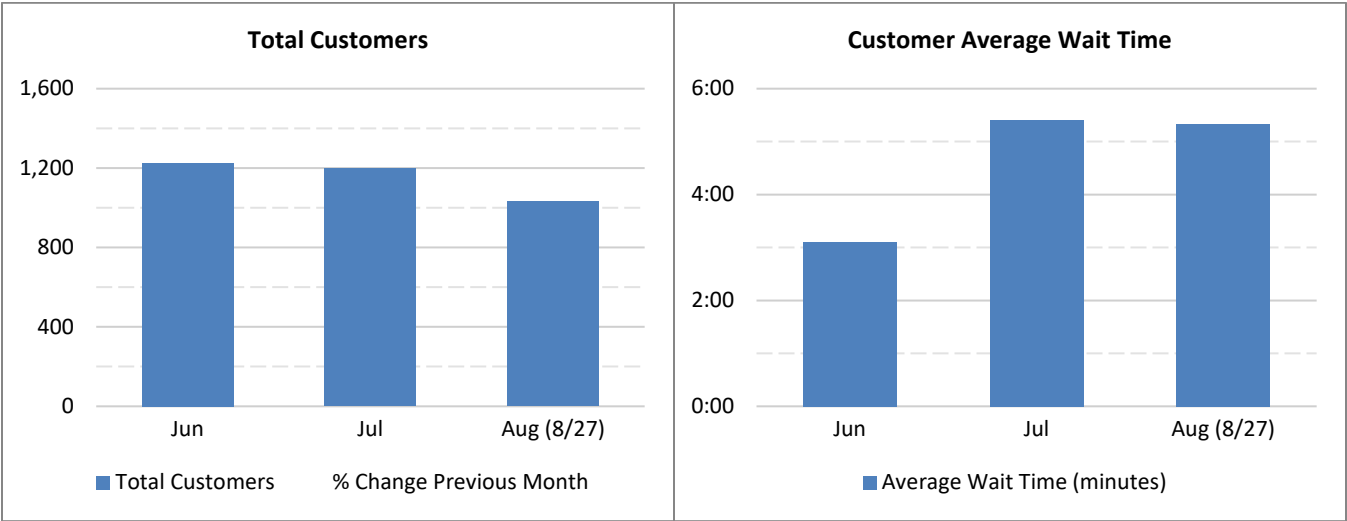
A. Hurricane Ian**Cumulative Hurricane Ian Fee Waivers by Permit Type**

Permit Type	2022	2023	2024 (8/27)	Grand Total
Accessory	\$962	\$7,821	\$2,847	\$11,630
Building (COM)	\$4,633	\$234,777	\$36,234	\$275,644
Building (RES)	\$53,063	\$277,307	\$117,450	\$447,820
Demolition	\$7,696	\$11,128	\$1,456	\$20,280
Dock & Shoreline	\$249	\$9,291	\$1,197	\$10,737
Fence	\$270	\$752	\$216	\$1,238
Miscellaneous	\$3,432	\$8,508	\$1,302	\$13,242
Mobile Home	\$0	\$8,283	\$1,848	\$10,132
Pool & Spa (COM)	\$615	\$1,230	\$0	\$1,845
Trade	\$11,629	\$69,917	\$7,983	\$89,529
Grand Total	\$82,549	\$629,015	\$170,532	\$882,096

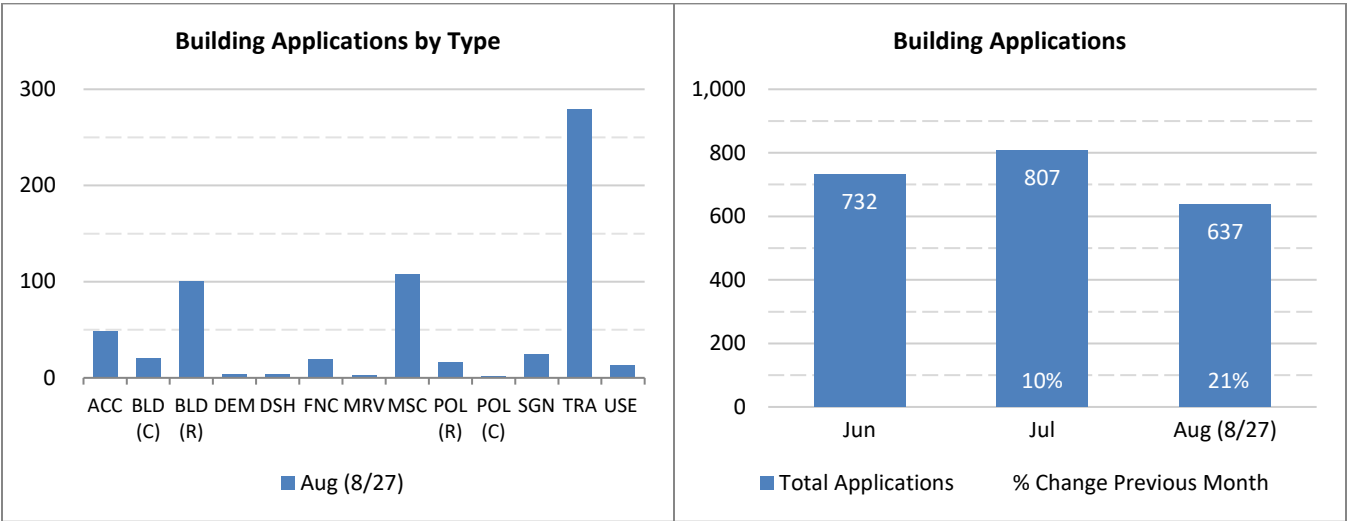
B. PHONE CALLS

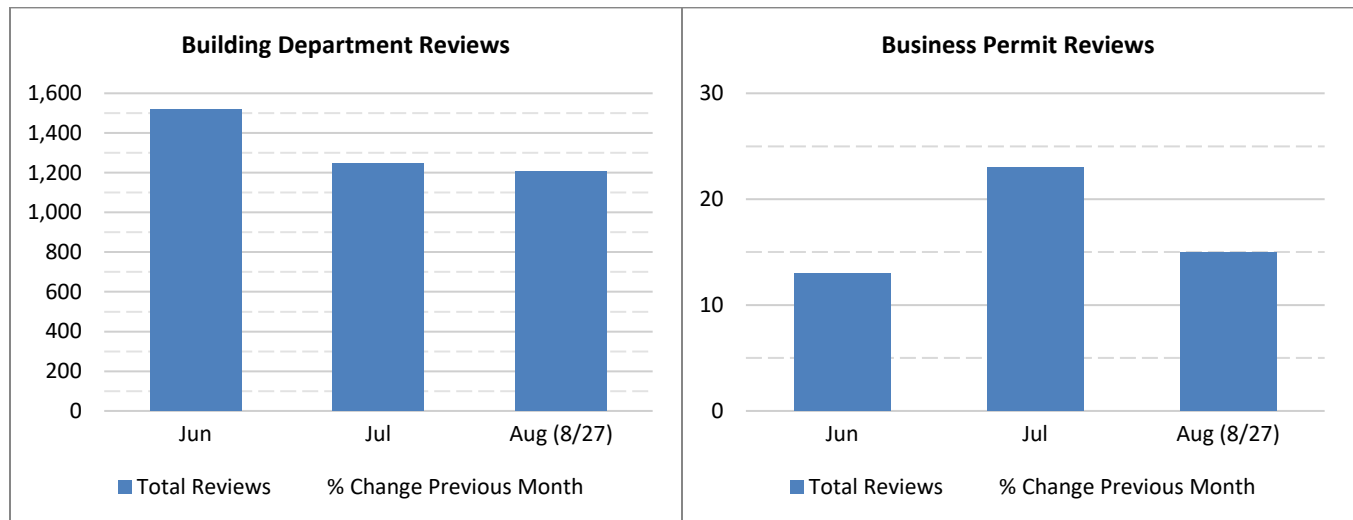
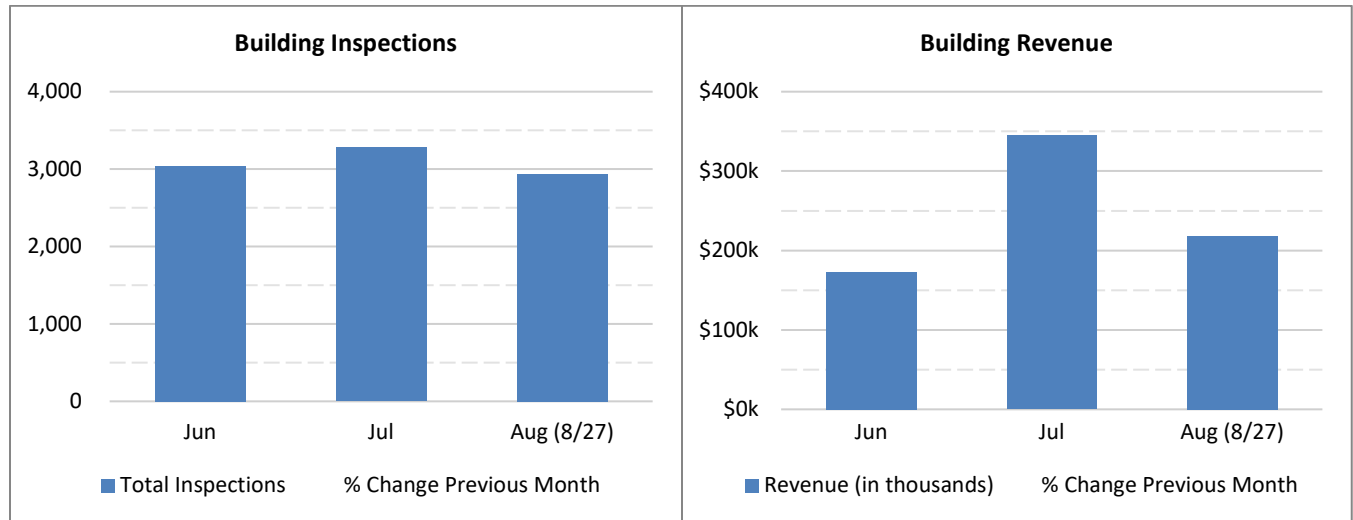


C. PERMITTING COUNTER

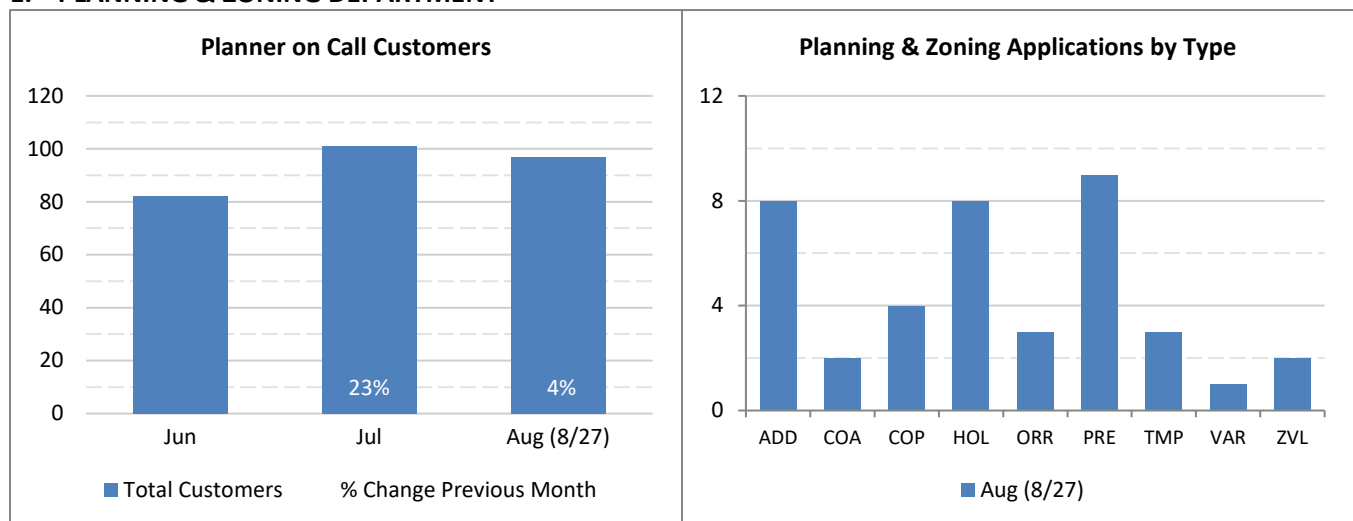


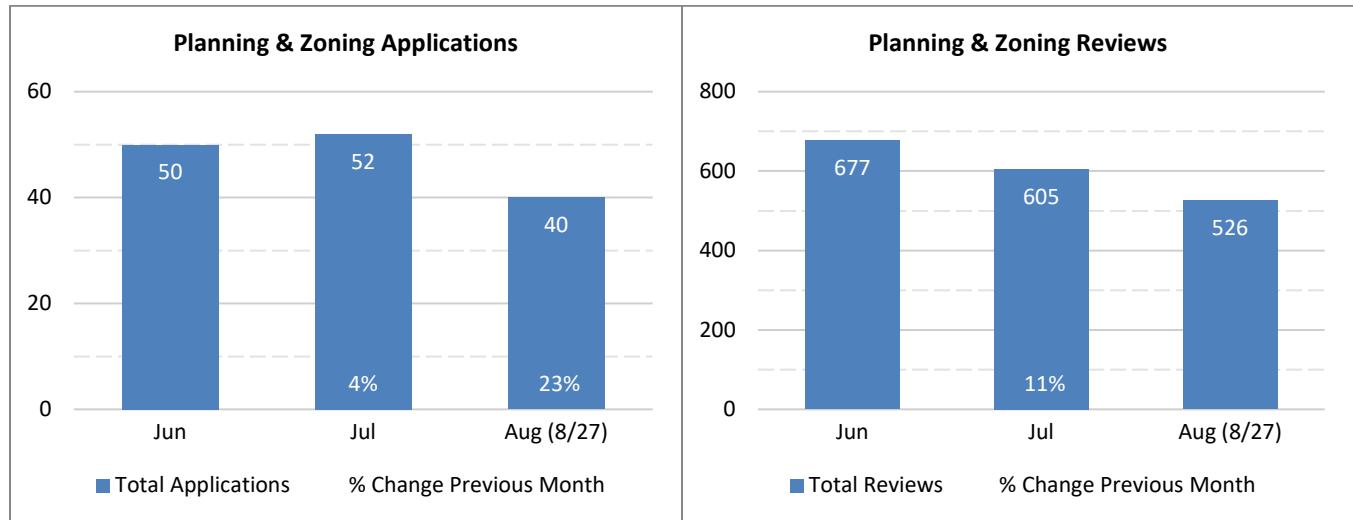
D. BUILDING DEPARTMENT





E. PLANNING & ZONING DEPARTMENT



**F. DEVELOPMENT SERVICES DEPARTMENT**