

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA
WEDNESDAY, APRIL 21, 2021
9:00 A.M.
CITY COUNCIL MEETING
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 4:00 P.M. April 20, 2021.

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:
 - A. Public Hearing: Review the following requests for a motion to transmit to the DEO: (1) Create the Imperial District Future Land Use Category; (2) Amend the City's Future Land Use Map for approximately 328.13+/- acres of land from the City of Bonita Springs Density Reduction Groundwater Resource (DRGR) to the Imperial District, as depicted on the proposed Future Land Use Map. (Greensheet No. 21-04-076)

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 contract renewals for GrowderGulf Services and Thompson Consulting Services to provide disaster recovery and debris removal monitoring services for an additional term of one year. (Greensheet No. 21-04-75)
 - B. Approve resolution confirming the selection committee's recommended tanking and authorize staff to negotiate with the top ranked consultant, Pegasus Engineering, LLC for the CDBG-DR Grant Management Services (RFQ#21-04) (Greensheet No. 21-04-078)
- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Proclamations and Presentations:

- A. Presentation and review of the February Monthly Financial Report. (Greensheet No. 21-04-074)

11. Mayor and Council Member Items:

- A. Discussion of Fourth of July event and direction to staff. (Purdon; Greensheet No. 21-04-080)

Short recess, if needed

12. City Attorney's Items

- A. Consider a Letter of Intent from Noah Properties regarding Imperial Crossing. (Greensheet No. 21-04-081)
- B. Approve proposed Settlement Agreement in Lee County Case No. 2019-CA-6567. (Greensheet No. 21-04-082)

13. City Manager's Items

14. Mayor and Council Member Reports

15. Approval of Minutes: 03/24/21 and 04/07/21

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.

REQUESTED MOTION: Review the following requests for a motion to transmit to the DEO: (1) Create the Imperial District Future Land Use Category; (2) Amend the City’s Future Land Use Map for approximately 328.13 +/- acres of land from the City of Bonita Springs Density Reduction Groundwater Resource (DRGR) to the Imperial District, as depicted on the proposed Future Land Use Map.

REQUESTOR: John Dulmer, Mike Fiigon II; Community Development Department

AGENDA: Public Hearing

STRATEGIC PRIORITY: 4) Environmental Protection/DRGR Conservation

BACKGROUND: The request is to create a new future land use category called the Imperial District, which would allow for up to 700 dwelling units and approximately 55,000 square feet of neighborhood commercial uses, with the commercial uses not to exceed five total acres. The current future land use category is DRGR, which permits a maximum density of one dwelling unit for every ten gross acres. Staff has enumerated the concerns in the staff report, which range from traffic concerns and stormwater concerns, which directly relate to the density concerns. The Applicant has a companion rezoning application that would be used to effectuate the proposed comprehensive plan changes.

The Local Planning Agency (LPA) heard the case on March 25, 2021 and voted in favor of the proposed changes, 4-1. The vote sheet is included as part of the staff report.

STAFF RECOMMENDATION: Deny the requested motion to transmit the Comprehensive Plan changes, and provide staff direction regarding the existing DRGR policies (reaffirm or engage in policy discussions)

ATTACHMENTS:

1. Staff Report, with LPA Meeting Minutes
2. Exhibit A: Proposed Future Land Use Text and Map
3. Exhibit B: Legal Description

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



**Notice of a Communications Media Technology (“CMT”) Public Meeting
Local Planning Agency
MINUTES
Thursday, March 25, 2021
9:00 A.M.**

I. CALL TO ORDER.

Chairman Jeff Maturo called the meeting to order.

II. ROLL CALL.

Members in attendance: Chairman Jeff Maturo, Vice-Chairman Don Colapietro, Board Member Robert Bornstein, Board Member Rex Sims, Board Member Linda Schwartz.

Absent: Board Member Sam Vincent.

III. REVIEW OF THE FOLLOWING COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT REQUESTS FOR CONSISTENCY WITH THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN:

- A. Create the Imperial District Future Land Use Category.
 - B. Amend the City’s Future Land Use Map for approximately 328.13 +/- acres of land from the City of Bonita Springs Density Reduction Groundwater Resource (DRGR) to the Imperial District, as depicted on the proposed Future Land Use.
- City Attorney Derek Rooney placed all witnesses under oath.

APPLICANT PRESENTATION

Presenters:

Sarah Spector, Roetzel & Andress
Patrick Vanasse, RWA Engineering
Ted Treesh, TR Transportation Consultants
Shane Johnson, Passarella & Associates
Kirk Martin, Water Science Associates

- Ms. Sarah Spector provided the introduction and overview of points that were raised in the Staff Report that the Applicant wanted to address concerning development in the DRGR, increased density, flooding concerns, traffic impacts, and proximity to panther priority zone.

- Mr. Patrick Vanasse presented the subject property proposed project, located at the intersection of Bonita Grande Drive and Citrus Park Boulevard, approximately 1 mile north of East Terry Street +/- 328 acres. Proposed project will allow for a new community with 700 residential units, 54,450 square feet of neighborhood/convenience commercial uses, clubhouse amenities, parks, recreational facilities, and a restored flow-way and wetland & wading bird habitat.
- Applicant requesting Comprehensive Plan Amendment to create a new Future Land Use Category named the Imperial District. Rezoning of the subject property from AG-2 & MH-2 to Mixed-Use Planned Development. Applicant argues that a thoughtful and carefully planned community can be compatible with existing surrounding uses and contribute to the City's water resource improvements and initiatives.
- Mr. Vanasse presentation included discussion of historical context, the Bonita Grande Mine approvals, density, the need for new housing and neighborhood commercial in Bonita Springs. Also highlighted were the Imperial District benefits and conditions and discussion of surface water management/drainage.
- Mr. Ted Treesh presented discussion on transportation issues and how the Comprehensive Plan Analysis looked at the impact on long-range transportation plans and shorter range, and what changes to the Capital Improvement Plan may be needed as a result of the Land Use change.
- Mr. Shane Johnson offered a summary Environment Assessment Report – April 2020, which included existing land uses, wetlands, and protected species. Management Plans consisting of indigenous vegetation and protected species were also presented. Mr. Johnson reviewed the historic site conditions stating that the property was not new to disturbance, and the current site conditions reflected the site as having primarily non-indigenous land uses.
- Mr. Kirk Martin gave a presentation on Water Resources: Stormwater Management and Irrigation. The Imperial District will require a water quality treatment train and will also include a north south drainage conveyance / filter marsh located along the eastern boundary. Projected irrigation demands for the Imperial District / Saphira Planned Development show a 70% reduction in the historic maximum monthly use.
- Meeting stood in recess for approximately 5 minutes.

STAFF REPORT

- Mike Fiigon, Community Development, provided the staff presentation via PowerPoint (copy in Clerk's file). He stated appreciation for the effort and wealth of helpful materials provided by Applicant for consideration but must agree to disagree.
- Mr. Fiigon provided a timeline of events and analysis of consistency with Bonita Plan. Density, traffic, flooding/stormwater and environmental analysis were focused upon.
- Staff found that the provided Comprehensive Plan Amendments represented a significant departure from the existing DRGR policies. Mr. Fiigon stated that staff believed this was a policy decision to be made by City Council with recommendations from staff and the LPA.

- Mr. Fiigon stated that the LPA can expect future development proposals similar in nature with similar density requests in the DRGR. He believed it would be a good opportunity to reaffirm the existing policies or have potential discussions on policy updates.
- Staff's position was that requested changes were too significant given the existing Bonita Plan on density, lack of infrastructure, flooding/stormwater concerns.
- Board Member Don Colapietro asked City staff about page three of the report. How would it be possible that 1400 homes would not drastically impact Bonita Grande and Terry Street. Board Member Colapietro had no issue with the development but was concerned about the infrastructure once construction began. He believed that should be addressed first. Mr. Fiigon responded in agreement stating that was one of the areas of disagreement with the Applicant.
- Patrick Vanasse rebutted that City Council looked at the reports and had opportunities through the EAR process to update the Comprehensive Plan. The fact that Council had not taken a position did not mean there was a clear policy direction. Mr. Vanasse stated that prior legal opinion on this subject matter existed.
- Board Member Rex Sims discussed the history of the DRGR and the fact that after twenty years of waiting for proper improvement to the DRGR, still nothing had been done. Board Member Sims was in favor of the project believing it to be the right thing at the right time to get started on a thoughtful process to develop the DRGR.
- Chairman Jeff Maturo asked if the commercial area would be available to the Public. The Applicant responded in the affirmative. Chairman Maturo asked approximately how many trees were slated to be planted. Applicant stated the Land Development Code required a certain level of vegetation, but he did not have the information with him. Chairman Maturo questioned if Applicant planned to go above the minimum required. Applicant responded in the affirmative. Chairman Maturo asked if the Cypress Wetland would be incorporated into the design plan. Applicant responded in the affirmative. Traffic was also discussed.
- Board Member Robert Bornstein asked Applicant for the vision for the commercial site. Applicant responded a small shop commercial to accommodate demands of the community. Board Member Bornstein questioned if school buses would be anticipated in the area. Applicant responded that bus stops would be provided. Board Member Bornstein expressed traffic concerns in season and felt the road could not handle the influx. Applicant stated they would work within transportation guidelines as to what the requirements are and willing to work with City and staff through a Developers Agreement to accommodate additional transportation needs should they arise. Board Member Bornstein believed the project was great and the community needed.

IV. PUBLIC COMMENT (1).

- Don Tiano, resident of Bell Villa, expressed concern about traffic issues and water/drainage. Also questioned whether a wall would be put on the west side of the property as separation between the two properties was important.
- Board Member Linda Schwartz stated her familiarity with the referenced studies and agreed the DRGR was not pristine. She referenced the Jim Beaver study on flooding in the area after

Hurricane Harvey which stated that the DRGR was doing what it was intended to do - to retain water. Board Member Schwartz believed that any development would mean less ability for water to stand on land. Concerned that project approval would open of the floodgates to more DRGR development. Board Member Schwartz hoped that City Council would affirm the duty to protect the DRGR and its current residents instead of possible future residents. Board Member Schwartz did not support proposal.

- Board Member Rex Sims entered a motion to approve the proposal as consistent with the City of Bonita Springs Comprehensive Plan; Chairman Jeff Maturo seconded; the motion passed 4-1.

RESULT:	PASSED [4-1]
MOTION BY:	Rex Sims, Board Member
SECOND BY:	Jeff Maturo, Chairman
AYES:	Bornstein, Colapietro, Maturo, Sims
NAYS:	Schwartz

IV. NEXT MEETING.

April 8, 2021 – Tentative.

V. APPROVAL OF MINUTES. None

VI. ADJOURNMENT.

There being to further items to discuss, Chairman Jeff Maturo adjourned the meeting at 11:39 A.M.

Respectfully submitted,

Laurie K. Hamm, Recording Secretary

APPROVED:
BONITA SPRINGS ZONING BOARD:

Date: _____

AUTHENTICATED:

Chairman Jeff Maturo

**CPA20-71472-BOS
CPA20-71475-BOS**

**Bonita Plan
Future Land Use Element Text Amendment
and
Future Land Use Map Amendment**

Expedited State Review Process



**Privately Initiated Applications
and Staff Analysis**

***City of Bonita Springs
Planning Division
9200 Bonita Beach Road, Suite 109
Bonita Springs, Florida
(239) 444-6150***

Local Planning Agency (LPA) Public Hearing Date:	March 25, 2021
City Council Transmittal Date:	April 7, 2021 (Tentative)
Project Name:	Imperial District/Saphira

City of Bonita Springs
Planning and Zoning Division
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
EXPEDITED STATE REVIEW

CPA20-71472-BOS and CPA20-71475-BOS

Text Amendment

Map Amendment

This Document Contains the Following Reviews:	
X	Staff Review
	Local Planning Agency (LPA) Review and Recommendation
	City Council Hearing for Transmittal
	City Council Hearing for Adoption

STAFF REPORT PREPARATION DATE: March 17, 2021

PART I - BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. Applicant: 3HWA Land Holdings, LLC
 Agent: BCF Management Group, LLC

2. Request: To amend the Bonita Springs Comprehensive Plan as follows:
 - a. Create the Imperial District Future Land Use Category with text established herein.

 - b. Amend the City’s Future Land Use Map for approximately 328.13+/- acres of land from City of Bonita Springs Density Reduction Groundwater Resource (DRGR) to the Imperial District, as depicted on the proposed Future Land Use Map.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. Recommendation: Approval or denial of the proposed map and text changes are policy decisions to be made by City Council. While Staff acknowledges there are some positive aspects to the proposed text changes, this proposal is a significant departure from the property’s [existing] Future Land Use category of Density Reduction Groundwater Resource (DRGR). It is Staff’s opinion that the City Council will begin to see similar proposals in the DRGR in the near future, and that perhaps this warrants some additional policy discussion regarding development in the DRGR, or reaffirmation of the position taken by past City Councils of leaving the DRGR policies in place as currently written and entitled.

2. Proposed Future Land Use Map Amendment: Imperial District (328.13+/- acres)
3. Basis and recommended findings of fact:
 - The proposed amendments encompass eight (8) parcels totaling approximately 328.13+/- acres.
 - The Applicant has submitted a companion zoning application for a mixed-use planned development (MPD) for the project site. That application has not been scheduled for hearings, as the property would first need to receive approval for its proposed map and text amendments to the Comprehensive Plan.
 - The Applicant desires to create its own Future Land Use category called the Imperial District and has provided its own text language to regulate said district. The proposed text language includes an allowance for 700 dwelling units with amenities, and commercial tracts not to exceed five (5) acres total.
 - The current Future Land Use category for the subject parcels is Density Reduction Groundwater Resource (DRGR), which permits a maximum density of one (1) unit per ten (10) gross acres of land area.
 - The proposed density is 2.1 units per acre, which is a significant increase over the current density of one (1) unit per ten (10) gross acres. It is also higher than the density permitted in the abutting Bonita Grande Mine RPD, which received approval for 700 units over approximately 1,342+/- acres, which equates to approximately 0.52 units per gross acre. The Applicant references the Bonita Grande Mine RPD several times in its analysis, and asserts that the true density is closer to 1.7 units per [net] acre, based on the fact that a portion of the mine will contain land that is dedicated to the City for a park, while another portion (approximately 369 acres) is within a conservation easement. In either instance, the density proposed as part of the Imperial District is higher.
 - The proposed traffic impacts indicate a trip generation of 5,419 residential trips and 3,462 commercial trips associated with this project. The Traffic Impact Statement (TIS) provided by the Applicant originally concluded that the segment of Terry Street that would service the project would be over capacity, but that the study was done based upon worse-case scenario and assumes that neither this project nor the abutting Bonita Grande Mine RPD would be built out to full capacity, and, thus, none of the servicing roadway links would fail. However, the Applicant has provided additional information based on an analysis of the 2045 plan, recently adopted by the MPO. It is the Applicant's position that based on that data, there are no roadway segments that the Future Land Use changes will cause to operate below the minimum Level of Service (LOS) standards. Additionally, the companion zoning request is for a mixed-use project, and thus, there is a certain amount of "trip capture" that would apply. The provided TIS indicates a 2% AM capture and a 13% PM capture. While there are no

intersection or roadway improvements provided as part of this request, the Applicant has been upfront about acknowledging the possible need for a Developer's Agreement between the Applicant and the City which could be used to help mitigate the project's impacts in a variety of areas, including traffic.

- The proposed project would conserve the existing wetland areas that were identified on-site (approximately 4 acres). However, it should be noted that the environmental analysis provided by the Applicant (and confirmed by Staff) indicates that the wetland area is infested with exotics, including a portion that is identified as being between 50%-75% exotic vegetation. A restoration plan has been provided as part of the concurrent zoning request.

4. The Applicant's proposed Comprehensive Plan Text Amendment and proposed Future Land Use Map Amendment are included in Exhibit A.

C. SUMMARY/BACKGROUND DISCUSSION:

1. EXISTING CONDITIONS

Size of Property: 328.13 +/- acres.

Property Location: The property abuts Citrus Park Mobile Home Park to the west, and Bonita Grande Mine to the east.

Existing Use of Land: Agricultural and Residential.

Current Zoning: The property is zoned Mobile Home Residential (MH-2) and Agricultural (AG-2).

Current Future Land Use Category: The subject property is designated as City of Bonita Springs Density Reduction Groundwater Resource (DRGR).

2. COMPREHENSIVE PLAN BACKGROUND

The entirety of the subject project is currently located within the City of Bonita Springs Density Reduction Groundwater Resource (DRGR) Future Land Use category. This category provides the following policy:

Policy 1.1.21: *Density Reduction Groundwater Resource (DRGR)* - Intended to recognize geographic areas that provide significant recharge to aquifer systems associated with existing potable water wellfields or future wellfield development. Land uses in these areas must be compatible with maintaining surface and groundwater levels at their historic levels. Allowable land uses are limited to conservation uses; agriculture; residential uses at a maximum density of one dwelling unit per 10 gross acres within the approximately 4,230 acres of gross land area in the land use

category (approximate acreage includes annexed Lee County DRGR lands); public uses; non-profit recreational uses and essential services needed for the health safety and general welfare of the community such as lift stations, utility lines, equipment and appurtenances necessary for such systems to furnish adequate levels of service. Policy 1.1.21 does not apply to those annexed DRGR lands that have not yet been assigned a City of Bonita Springs future land use category. Those annexed areas are subject to Policy 1.1.10.3.

It should be noted that the DRGR originated from a 1989 settlement between the Department of Community Affairs (DCA) and Lee County, regarding the overallocation of county lands and the effects on population growth. There are multiple existing developments in the DRGR that the Applicant has cited (referenced below), which all had zoning and land use entitlements prior to 1989.

The Citrus Park Mobile Home Park is directly to the west and has the same Future Land Use category of DRGR. The Park was first developed in the 1970's and had approvals for a mix of over 1,500 RV and mobile home units. The Park pre-dates the incorporation of the City of Bonita Springs and its density would not be compatible with the current language of the City's DRGR Future Land Use category. While Staff recognizes why the Applicant has cited Citrus Park as an example of development in the DRGR that exceeds the permitted maximum density, it is not an equivalent comparison. One site has development approvals (and existing development) that are close to 50 years old, and the other (the project site) is primarily vacant land.

Bell Villa, which is a single-family development north of Citrus Park, is also included in the City's DRGR. The 156-acre subdivision dates back to 1980, which predates the incorporation of the City of Bonita Springs. The lots are considered lots of record and can be found in the official records of Lee County. As such, the lots are legally entitled for single-family homes. This also holds true for the Lakes of San Souci and Sun Village Estates, also in the DRGR with pre-existing lots of record and single-family entitlements.

These examples are included as part of this analysis because they were included as examples of development in the DRGR in the Applicant's submittal documents. While Staff recognizes these areas as existing development in the DRGR, they were created and developed prior to the incorporation of the City of Bonita Springs. The City does not have the ability to retroactively condemn or retract approvals that were granted prior to its incorporation. However, the City *does* have the ability and responsibility to review new applications based upon the codes that exist currently. An example of a case that was reviewed post-incorporation would be the Bonita Grande Mine RPD. The Bonita Grande Mine RPD abuts the proposed project to the east. This property received RPD approval in 2020 for 700 units on approximately 1,342+/- acres, which equates to 0.52 units per acre. That project

also provided land area for a public park, and 200+ acres for the City to conduct future water quality studies. However, as indicated in the Findings of Fact, the applicant disputes the staff analysis of density, and asserts that the Bonita Grande Mine RPD density is 1.7 units per acre of actual developable land area. Since The Bonita Plan provides density on a “per gross acre” basis, staff maintains its position, but acknowledges that the applicant is also providing a public benefit in the form of restoring the on-site wetland area and incorporating it into a 20-acre future drainage conveyance (flow way) that is proposed to include a filter marsh design component and will provide an additional water storage and treatment area. This conveyance is to be constructed by the Applicant or the developer of the project and could serve as a benefit towards flooding concerns.

The idea of development in the DRGR is not new to the City. Throughout its twenty (20) years of incorporation, the City has reviewed multiple reports (such as the Barraco Report) and task force recommendations (such as the Water Strategy Task Force) related to the DRGR. These reports and recommendations were never formally adopted by the City Council. Also, to date, the City Council has not directed Staff or the City’s consultants to consider changes to the Comprehensive Plan related to the text associated with the regulations for the DRGR. Any proposed changes to the current status would be a policy decision for the City Council’s consideration.

3. SURROUNDING ZONING, LAND USES, AND FUTURE LAND USE DESIGNATIONS.

The surrounding properties have the following attributes:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
North: AG-2, vacant land	Lee County DRGR, Wetlands, and Conservation Lands
East: Bonita Grande Mine IPD/RPD	Conservation Fringe
South: Various AG-2 properties, agricultural uses, franchise utility uses	City of Bonita DRGR
West: Citrus Park Mobile Home Park	City of Bonita DRGR

PART II - STAFF ANALYSIS

A. STAFF ANALYSIS

CONSISTENCY WITH THE BONITA PLAN

The following analysis will consist of the Goals, Objectives, and Policies of the Comprehensive Plan that were reviewed by the Applicant and Staff's Response.

Bonita Springs Tomorrow: The Vision

The City's vision is for a community that is human scale, walkable, appreciative of the great natural environment, and has outstanding parks and recreational facilities.

Applicant Analysis: *The Imperial District promotes development that is of a lower density and scale, and compatible with existing and planned surrounding uses. It promotes a mixed-use development pattern, walkability, and human interaction; it provides park and recreational amenities; and incorporates green infrastructure components that support and protect natural systems. The Bicycle/Pedestrian Exhibit sets forth the master plan for providing an extensive network of sidewalks, pathways, and trails that interconnect all parts of the project. All residences in the northern tract are within ¼ mile of the Amenity Center, which is easily accessible by all pedestrians and cyclists. The neighborhood commercial abuts the south tract and can be easily accessed by those residents by walking and cycling. As for the northern tract, while it is further away (.75 to 1.25 miles), it is within reach for avid walkers and relatively close for cyclists.*

Staff Response: There are five (5) components to the vision. The Applicant succinctly paraphrased four of the five components (the fifth one is tied to the Downtown District, which does not directly relate to the proposed project). Staff agrees that, in terms of gross density, the proposed project at 2.1 units per acre is less than the approved density of Citrus Park, which is at approximately 3.6 units per acre, but is more than Bell Villa (0.8 units per acre) and Bonita Grande Mine RPD (0.52 units per acre). As a result, Staff does not agree with the Applicant's assessment of the project as being "of a lower density and scale." The proposed project is divided up into three conceptual neighborhoods: the north neighborhood, the central neighborhood, and the southern neighborhood. The proposed project is intended to be mixed-use, with the proposed commercial area being on the southern-most parcel – which is 0.75 miles from the central neighborhood, and approximately 1.25 miles from the northern neighborhood. Two of the three neighborhoods (south and central) are proposing amenity tracts, which may foster walkability, cycling, and human interaction. However, staff maintains its position regarding the concern of density, and thus, staff cannot agree with the portion of the applicant's analysis that suggests the project is of "lower density and scale."

Future Land Use Element

Goal 1: A balanced land use pattern that promotes a high quality of life and allows for a variety of land uses, densities and intensities and the preservation and stabilization of existing neighborhoods; encourages mixed use development; promotes an efficient transportation system; preserves the natural environment and economic vitality of the community; and, is consistent with the availability of essential services.

Policy 1.1.2: Density, Affordable Housing Density Bonus, and Wetlands Transfer of Density

- a. While each individual land use category may include a maximum allowable density for residential uses, the actual allowable density for any given property will be stated in the Land Development Code (LDC) based on, but not necessarily limited to, consideration of the following factors:
 1. Compatibility with surrounding existing land uses and future land use patterns;
 2. Vehicular access and existing and planned roadway patterns;
 3. Availability of public services and facilities; and,
 4. Environmental considerations

Applicant Analysis: *The proposed district is consistent with this Goal and Policy 1.1.2, which sets forth a range of densities based on location, availability and efficient utilization of existing infrastructure, and compatibility between uses, availability of public services and facilities and environmental considerations. The subject property is an appropriate location and represents infill development between Citrus Park and the future residential planned development on the Bonita Grande Mine site. The land has been significantly impacted by agricultural uses over several decades. The proposed Imperial District will allow and ensure development that is compatible with surrounding properties, will be connected to central water and sewer, and will provide regional environmental benefits.*

Staff Response: Staff agrees that the land has been impacted by agricultural uses and that connecting to central water and sewer instead of relying on wells and septic systems will be environmentally beneficial. Staff also agrees that residential uses could be appropriate, but not necessarily at the proposed density.

Policy 1.1.25: Within one year of adoption of the Comprehensive Plan the City will prepare Land Development Regulations which implement the Comprehensive Plan and which, at a minimum:

- a. Regulate the subdivision of land to promote compatibility among adjoining uses and reduce the potential for urban sprawl by encouraging infill and redevelopment.
- b. Regulate the use of land and water consistent with this Element by including provisions:
 1. for a range of zoning districts of varying intensities matched to purpose of each district.

2. to encourage the location of lesser intensity nonresidential uses adjacent to residential uses;
 3. for spatial and/or vegetative buffers, walls or fences, or other appropriate measures that will ensure compatibility between residential uses and more intensive nonresidential uses, to ensure compatibility of adjacent land uses;
 4. to prevent overcrowding by limiting building and impervious coverage and requiring adequate open space.
- c. Protect environmentally sensitive lands, including wetlands and rare and unique upland habitat by including provisions that limit the development footprint, requiring development only under the Planned Development provisions of the Land Development Code, and requiring use of clustering and other innovative and appropriate development techniques which shift structures and infrastructure to nonsensitive areas.
- d. Illustrate the acceptable types, dimensions and locations of signs to identify businesses.
- e. Prevent or reduce damage from periodic flooding by limiting development within the 100-year floodplain, prohibiting new mobile home parks within the CMA, and establishing a maximum impervious surface coverage for residential and nonresidential uses.
- f. Ensure safe and convenient on-site traffic flow and vehicle parking needs through provisions that limit curb cuts, promote shared parking, encourage parking located to the rear of buildings, and facilitate pedestrian and bicycle access.
- g. Include in the requirements for development approval, consideration of topography and soil conditions to ensure that adjoining properties are protected from stormwater impacts of adjacent development and that environmentally sensitive lands are protected from the impacts of development.

Applicant Analysis: *We have demonstrated compatibility with surrounding uses, and that the proposed project represents infill between residential projects to the west and current industrial uses to converted to residential and park use to the east. This project cannot be considered sprawl in that existing residential communities along Bonita Beach Road and the Bonita Grande Mine lie further east than it does and abut significant conservation lands.*

The Imperial District requires, through the Planned Development (PD) rezone, a minimum of 60% of open space, protection of existing wetlands onsite (± 4.08 acres), remove exotics, and provision of an approximately 20-acre future drainage conveyance/restoration area that will include filter marshes and wading bird habitat. Wetland habitat identified on the project site is isolated by development, invaded with exotic vegetation, and currently provides minimal function. These wetlands will be restored, protected onsite and incorporated with the approximately 20-acre future drainage conveyance/restoration area

and filter marsh design component that provides quality habitat, water storage and treatment.

The proposed Imperial District is responsive to land and water conditions and provides numerous restrictions/standards/conditions for developing within the district.

The Imperial District provides for neighborhood commercial to support residential uses in the area.

The Imperial District and resulting project will meet and exceed all buffering requirements in the LDC, a wall will be built adjacent to the proposed spine road where it abuts Citrus Park, and commercial uses have been located away from existing residential communities.

The Imperial District mandates an enhanced open space requirement of 60%.

The City has sign regulations in place. The Imperial District and resulting project will be consistent with the LDC other than where a deviation is requested.

We will meet enhanced water management standards contained in the Imperial District, and the eventual project will require SFWMD ERP approval and City approval.

The City has extensive roadway and complete streets requirements. The Imperial District provides an extensive bike/ped master plan and will abide by Complete Streets regulations other than where a deviation is requested.

Regulations are included in the City LDC. Enhanced water management requirements are addressed as part of the district. The existing property is diked and berm and the ERP for the proposed Planned Development will demonstrate improved conditions with the development of the subject property.

Staff Response: Staff mostly agrees with the Applicant's analysis, but would note that the Applicant's companion zoning request has ten (10) deviations associated with it, which by definition means the Applicant is seeking a different standard than what is contained in the LDC. The deviations include differing complete streets standards and signage regulations and are still being reviewed and considered by staff.

Objective 1.7: To maintain, protect, and where feasible restore, the City's natural environment and resources, and to protect the City's historic resources.

Policy 1.7.1: In order to best protect ground water resources, by year-end 2004, the City shall have completed a study to identify the types and intensity of uses that should be allowed within the DRGR area, and to determine the most effective and appropriate techniques to ensure the maintenance of adequate quantity and quality of surface and groundwater resources. The study shall include, but shall not be limited to, evaluation of the following factors in the study area:

- a. Subsurface and surface water resources.
- b. Existing uses and those having received approval prior to the adoption of the City's Comprehensive Plan.
- c. Soils, wetlands, habitats and species and their quantity and quality.
- d. The Imperial River and its historical and present floodways and flow ways.
- e. Drainage and stormwater patterns and flooding.
- f. The long term water and wastewater supply and disposal needs and plans of Bonita Springs Utilities.
- g. Resource protection measures applicable and contained in the City's Comprehensive Plan and land development regulations.
- h. Allowable uses and their density and intensity.
- i. Existing and planned infrastructure in and affecting the area.
- j. SFWMD and County ownership in and projects affecting the area.
- k. Potential positive or negative effects of possible new land uses on the resource base(s) and new or amended best environmental management practices needed by the City to further its control.

Applicants Analysis: *Several planning studies have been conducted for the DRGR, most recently "The NE Quadrant Land Use Plan." The City also established a Citizens Water Strategy Task Force that evaluated land use issues within the DRGR and made final recommendations to the City in December 2014. As described in the section above, the Imperial District incorporates applicable recommendations of the Task Force to ensure protection and enhancement of water resources. The Imperial District establishes a balanced framework that allows appropriate uses in an appropriate location while protecting the quantity and quality of surface and ground water resources.*

Subsurface and surface water resources will be improved and enhanced as a result of the design and best management practices criteria found in the Imperial District category. An Enhanced Lake Management Plan will be provided at time of PD rezoning and a Hydrological Restoration Plan will be provided at time of Development Order submittal. The project will not adversely affect the long-term water and wastewater supply and disposal needs of the utility. The site will have access to potable water and sanitary sewer. The development will have positive effects on water resources; adhere to best management practices; and improve surface and subsurface water quality.

Staff Response: The Applicant is correct in that several planning studies have been conducted for the DRGR, with the most recent one being presented to the City Council in 2014. Based upon previous City Council direction, it is Staff's opinion that the DRGR Future Land Use category is not a placeholder (as the 2014 report suggests), and that the existing Policies and densities are the preferred way to maintain surface and groundwater levels at their historic levels and allow for recharging of the aquifers. Staff does not dispute the Applicant's ability to design and engineer an effective surface water management system.

Policy 1.7.2: Upon completion of the study referred to in *Policy 1.7.1*, the City shall amend its Comprehensive Plan to identify the uses considered most appropriate in the DRGR and the resource protection measures and practices necessary to ensure its continued viability.

Applicant Analysis: *The Imperial District implements the City's mandate to amend its Comprehensive Plan and allow appropriate uses and ensure appropriate resource protection measures. The Imperial District includes numerous conditions that will protect resources and ensure their continued viability and allows limited residential and complementary commercial resources that are appropriate for the area.*

Staff Response: Staff does not object to the Applicant's analysis. The Applicant has submitted map and text amendments and which it believes request uses that are appropriate for the area, at a density that is also appropriate for the area. Staff has outlined its density concerns in this report.

Policy 1.7.3: The City shall establish a stream protection overlay zone to improve protection for the Imperial River, Oak Creek, Leitner Creek, and the Bayside drainage area of Little Hickory Island. The overlay zone shall require the use of Best Management Practices, as established in Objective 9.3 of the Conservation/Coastal Management Element, for new development and redevelopment and will target pollution control and water conservation education to existing residents. In the meantime, new development shall be required to ensure that the volume of stormwater runoff shall be no greater than that existing prior to development and that the quality of stormwater runoff shall be at least as good as that existing prior to development. Impacting these watersheds, new development will be required to adopt Best Management Practices approved by the City which will minimize runoff and reduce pollutants and are consistent with the Best Management Practices adopted by the City under Objective 9.3 of the Conservation/Coastal Management Element of this Comprehensive Plan, [reference Rules 62-4.242, 62-302, and 40E-4, F.A.C. and the South Florida Water Management District's Basis of Review for ERP Applications.]

Applicant Analysis: *Conditions within the Imperial District require and promote the use of Best Management Practices and Low Impact Design. Planning condition #1 requires an Enhanced Lake Management Plan, a Hydrological Restoration Plan, and an Indigenous Management Plan. Planning Condition #3 requires Florida-friendly landscaping and low irrigation requirements. Planning conditions #4 & #5 required enhanced water quality standards. Planning condition #6 require connection to public utilities and #7 addresses protection existing and proposed water wells. Planning condition #8 promotes low impact roadway design, linear filter march retention elements and other "green" roadway design features. Condition #10 requires the delivery of a regional water-quality and future drainage conveyance/restoration area. Collectively, the proposed district conditions, in addition to existing comprehensive plan policies such as CCME Policy 9.3.1, establish applicable BMP for the Imperial District.*

In addition to the foregoing, the surface water management system that will service the property has been designed in accordance with South Florida Water Management District requirements and is awaiting final permit approval from the District. The pre- versus post-development analysis demonstrates that there will be a reduction in discharge into the North Basin by 79% and the South Basin by 85% based on Peak Discharge amounts for the 25 year, 3 day storm once the property is developed as contemplated in the Saphira MUPD application. This reduced discharge is attributed to the allowable discharge rate within the applicable drainage basin and the volume of rainfall runoff storage available in the large overall lake area and dry detention area. Additionally, the minimum road elevations are proposed higher than the minimum five year one day peak stage, which allow for additional lake storage.

Staff Response: Staff has no objection to the Applicant's analysis of this Policy, but would note that flooding in the area has been documented for years. Examples would be in 1995 following Tropical Storm Jerry and Hurricane Opal, which resulted in extensive damage and evacuations. Additional flooding events coincided with Tropical Storm Fay (2008), Tropical Storm Harvey (2017) and Hurricane Irma (2017). While those events were not exclusive to this area, geographically, this area has historically been problematic during storm events. As a result, flooding remains a concern of staff's and the City.

Policy 1.7.6: The City shall protect its environmentally critical areas by requiring the use of Planned Development in locations exhibiting characteristics of environmentally critical areas including: (1) Areas designated as Resource Protection on the Future Land Use Map; (2) other wetlands identified on the map of Evaluated Wetlands in the Future Land Use Map Series, and; (3) rare and unique upland habitats, including sand scrub, coastal scrub and pine flatwoods identified on the Vegetation and Habitats Map contained in the Conservation/Coastal Management Element, where these habitats can be categorized as mature due to the absence of severe impacts caused by logging, drainage and exotic infestation.

Developments shall incorporate clustering or other innovative and appropriate development techniques to avoid clearing and other impacts associated with the development footprint by shifting infrastructure and other structures to appropriate nonsensitive locations.

Applicant Analysis: *The Imperial District requires all development to be approved through the Planned Development rezoning process. The project does not contain rare and unique upland habitats and the only existing wetlands will be protected, restored and incorporated within a ±20-acre future drainage conveyance/restoration area and filter marsh.*

*As discussed in the Saphira MUPD application, a portion of the U.S. Fish and Wildlife Service's (USFWS) Florida panther (*Puma concolor coryi*) Primary Zone overlaps the northern end of the Project. Although the Florida panther Primary Zone overlaps the northern portion of the site, this area of the property consists of open pasture lands and*

agricultural ditches that are not preferred for the use by the Florida panther. Preferred Florida panther habitat consists of forested areas and other dense vegetated systems that provide adequate cover for the species.

While created a vegetated buffer (i.e. habitat) along the northern portion of the site is an option, doing so may encourage panther and their prey species to move into the project area from the Lee County preserve to the north, which is contrary to the overall goal of minimizing human-wildlife conflict. Accordingly, the applicant proposes to install wildlife fencing along the northern property boundary and along the western edge of the proposed conveyance. The fencing will consist of a six-foot chain link fence which has previously been approved by the Florida Fish and Wildlife Conservation Commission for projects in Southwest Florida.

The goal of the proposed fencing is to effectively deter Florida panther prey species (i.e. deer and hog) from entering residential area. Detering prey species from entering the development area will minimize the incentive for Florida panther to enter the project and reduce the potential for human-wildlife interactions.

Staff Response: Staff does not object to the Applicant’s findings that there are no rare or unique upland habitats and acknowledges the primary panther zone. Staff understands the Applicant plans to address the panther zone as part of the companion zoning application. While the Applicant mentions a fence, staff is considering multiple options including a physical barrier (such as the proposed fence [or wall]) or a spatial barrier, such as an open space buffer.

Objective 1.8: Ensure that population densities in the Coastal Management Area are not increased beyond that allowed prior to the adoption of this Comprehensive Plan.

Applicant Analysis: *No portion of the DRGR is located within the Coastal High Hazard Area. However, the proposed Imperial District promotes future residential development away from the Coastal High Hazard Area and areas of special flood hazard and provides an opportunity for a portion of the City’s projected population to be housed outside of the high hazard area.*

Staff Response: Staff does not object to the Applicant’s analysis of this Objective.

Transportation Element

Objective 1.1: The implementation of a safe, convenient, healthy, and energy efficient multi-modal transportation system which will be maintained and improved to accommodate the forecasted traffic demand for the year 2040 and which is consistent, to the extent possible, with the most current Long Range Transportation Plan of the Metropolitan Planning Organization (MPO), the roadway system established by Lee

County, and the Adopted Five-Year Work Program Five-year Transportation Plan of the Florida Department of Transportation (FDOT).

Applicant Analysis: *The City's Transportation Element requires the City to maintain a concurrency management system. The project's Transportation Impact Statement (TIS) based on the updated 2045 Long Range Transportation Plan demonstrates that no roadway segments would be adversely impacted by the proposed Future Land Use changes.*

Other roadway segments in the 2045 Long Range Transportation Financially Feasible Plan are shown to operate at LOS "F" before the Future Land Use changes were added to the road network. These links included E. Terry Street from Imperial Parkway to Bonita Grande Drive, Imperial Parkway from East Terry Street to south of Bonita Beach Road, Old 41 Road from Bonita Beach Road to West Terry Street (Constrained) and Bonita Beach Road from Bonita Grande Drive to Imperial Parkway. These segments are pre-existing condition failures that are not caused by the proposed Future Land Use changes.

A review of the impacts to the 5-year Capital Improvement Plan also resulted in the conclusion that the Future Land Use changes do not require any changes to the short term 5-year CIP. The land use changes will not cause any roadway segments to operate below the recommended minimum adopted LOS standards. Again, there are road segments that are shown to operate below the LOS standard in 2025 BEFORE any trips from the project are added to the road network. These are considered pre-existing deficiencies for which the subject site is not responsible for mitigating.

The Applicant acknowledges that a Developer Agreement between the City and the Applicant may be needed to mitigate the impacts of the project should the LOS analysis at the time the Saphira MUPD zoning application considered shows the need for future improvements to the noted segment of E. Terry Street.

The Transportation Element also contains objectives and policies such as Objective 1.1 and Objective 1.2 to increase mobility and improve all travel modes. The proposed MPD incorporates the city's complete streets requirements that have been implemented under LDC Section 3-303 and provides an extensive network of on-road and off-road bicycle and pedestrian facilities. These facilities will interconnect neighborhoods, parks, conservation areas and recreational facilities. As transit is extended to this area, the project will accommodate a transit stop to service residents.

Staff Response: Staff agrees that the traffic counts associated with the proposed project are not the direct cause of any failing road segments or intersections. Staff also acknowledges that the Applicant will be subject to complete streets requirements for multi-modal facilities as part of the zoning and development order processes.

Objective 1.2: The City shall increase mobility for all modes of travel within the City, including vehicles, bicycles, pedestrians, and transit consistent with the City of Bonita Springs Resolution 14-043 establishing a "Complete Streets Policy".

Applicant Analysis: *Development within the Imperial District will promote “complete streets” design and will incorporate an extensive network of on-road and off-road bicycle and pedestrian facilities. These facilities will interconnect neighborhoods, parks, conservation areas and recreational facilities. As transit is extended to this area, the project will accommodate a transit stop to service residents.*

Staff Response: Staff acknowledges the Applicant is incorporating complete streets designs into its development plan. However, as part of the zoning action, the Applicant has requested a deviation from LDC 3-303(a): Complete Streets Requirements, to allow for alternate configurations due to the “unique site configuration” and the overall width of the spine road that connects the southern neighborhood to the rest of the project. Staff is still reviewing the deviation request.

Conservation/Coastal Management Element

Objective 16.4: The City will take measures to ensure that groundwater and other resource quality in the Density Reduction Groundwater Resource (DRGR) area is maintained or improved.

Policy 16.4.1: Within one year of adoption of its Comprehensive Plan, the City shall undertake a study to identify the types and intensity of uses that should be allowed within the DRGR, and to determine the most effective and appropriate techniques to ensure the maintenance of adequate quantity and quality of surface and groundwater resources. The study shall include, but shall not be limited to, evaluation of the following factors in the study area:

- a. Subsurface and surface water resources.
- b. Existing uses and those having received approval prior to the adoption of the City’s Comprehensive Plan.
- c. Soils, wetlands, habitats and species and their quantity and quality.
- d. The Imperial River and its historical and present floodways and flowways.
- e. Drainage and stormwater patterns and flooding.
- f. Long term water and wastewater supply and disposal needs and plans of Bonita Springs Utilities.
- g. Applicable resource protection measures and those contained in the City’s Comprehensive Plan and Land Development Regulations.
- h. Allowable uses and their density and intensity.
- i. Existing and planned infrastructure in and affecting the area.
- j. SFWMD and County ownership in, and projects affecting, the area.
- k. Potential positive or negative effects of possible new land uses on the resource base(s) and new or amended best environmental management practices needed by the City for their control. At a minimum references will be to the FDEP “Florida Development Manual Chapter 6 Stormwater and Erosion Sediment Control BMPS for developing areas” and the University of Florida center for government responsibility “Guide to Local Groundwater Protection in Florida” Vol. 1-3.

Applicants Analysis: *Please see the analysis provided for FLUE Policy 1.7.1.*

Staff Response: In an effort to maintain consistency with how the Applicant responded to this Policy, Staff references its earlier response to the Applicant's analysis of Future Land Use Element (FLUE) Policy 1.7.1.

Policy 16.4.2: Upon completion of the study referred to in Policy 16.3.1, the City shall prepare an amendment to its Comprehensive Plan identifying the land uses considered most appropriate in the DRGR and the resource protection measures and practices necessary to ensure its continued viability and submit this amendment for review by the Florida Department of Community Affairs and other appropriate agencies.

Applicant Analysis: *Please see the analysis provided for FLUE Policy 1.7.2.*

Staff Response: See Staff's earlier response to the Applicant's analysis of FLUE Policy 1.7.2.

Goal 7: Resource Protection. To manage the City's wetland and upland ecosystem so as to maintain and enhance native habitats, floral and faunal species diversity, water quality, and natural surface water characteristics.

Applicant Analysis: *All applicable goals, objectives, and policies of the Bonita Plan will apply to the Imperial District. The project does not contain rare and unique upland habitats and the only existing wetlands will be protected, restored and incorporated within a ±20-acre future drainage conveyance/restoration area and filter marsh.*

*As discussed in the Saphira MUPD application, a portion of the U.S. Fish and Wildlife Service's (USFWS) Florida panther (*Puma concolor coryi*) Primary Zone overlaps the northern end of the Project. Although the Florida panther Primary Zone overlaps the northern portion of the site, this area of the property consists of open pasture lands and agricultural ditches that are not preferred for the use by the Florida panther. Preferred Florida panther habitat consists of forested areas and other dense vegetated systems that provide adequate cover for the species.*

While created a vegetated buffer (i.e. habitat) along the northern portion of the site is an option, doing so may encourage panther and their prey species to move into the project area from the Lee County preserve to the north, which is contrary to the overall goal of minimizing human-wildlife conflict. Accordingly, the applicant proposes to install wildlife fencing along the northern property boundary and along the western edge of the proposed conveyance. The fencing will consist of a six-foot chain link fence which has previously been approved by the Florida Fish and Wildlife Conservation Commission for projects in Southwest Florida.

The goal of the proposed fencing is to effectively deter Florida panther prey species (i.e. deer and hog) from entering residential area. Deterring prey species from entering the development area will minimize the incentive for Florida panther to enter the project and reduce the potential for human-wildlife interactions.

Staff Response: Staff does not object to the Applicant’s findings that there are no rare or unique upland habitats and acknowledges the primary panther zone. Staff understands the Applicant plans to address the panther zone as part of the companion zoning application. While the Applicant mentions a fence, staff is considering multiple options including a physical barrier (such as the proposed fence [or wall]) or a spatial barrier, such as an open space buffer.

Policy 7.2.3: The City shall, when providing new infrastructure, avoid disrupting the natural functions of significant natural systems within the City by using the following process:

a. At a minimum, “Significant natural system” (SNS) shall include the estuary, including Spring Creek and the Imperial River and its tributaries, and environmentally sensitive lands as defined in Policy 7.1.1 d.2.

Applicant Analysis: *All relevant goals, objectives, and policies of the Bonita Plan will continue to apply to the Imperial District. The project area does not contain significant natural systems, but does contain low quality wetlands (approx. 4.08 acres), that are heavily infested with exotics. The project will provide for the on-site restoration of wetland functions.*

Staff Response: Staff does not object to the Applicant’s analysis.

Policy 7.2.8: The City shall use regulations and incentives, such as the following for preserving and planting native plant species and for controlling invasive exotic plants, particularly within environmentally sensitive areas.

Applicant Analysis: *All relevant goals, objectives, and policies of the Bonita Plan will continue to apply to the Imperial District. The project area will remove invasive exotic vegetation and maintain control of exotics in perpetuity.*

Staff Response: Staff does not object to the Applicant’s analysis.

Policy 7.3.1: The City shall encourage upland preservation in and around preserved wetlands to provide habitat diversity, enhance edge effect, and promote wildlife conservation by including incentives in the City’s open space requirements for using preserved native vegetation areas as upland buffers to natural water bodies. This incentive shall consist of a maximum of ten percent as referred to within Policy 7.2.2c.

Applicant Analysis: *The proposed Imperial District requires that, as part of the required Planned Development rezoning process, future projects include a minimum of 60% open space in order to implement a combination of any of the following: flow-ways, drainage conveyance/restoration areas, buffers and landscaped areas, lakes, parks, conservation areas, active and passive recreation areas, outdoor active and passive public use areas, private yards, nature trails, and retention areas.*

*As discussed in the Saphira MUPD application, a portion of the U.S. Fish and Wildlife Service's (USFWS) Florida panther (*Puma concolor coryi*) Primary Zone overlaps the northern end of the Project. Although the Florida panther Primary Zone overlaps the northern portion of the site, this area of the property consists of open pasture lands and agricultural ditches that are not preferred for the use by the Florida panther. Preferred Florida panther habitat consists of forested areas and other dense vegetated systems that provide adequate cover for the species.*

While created a vegetated buffer (i.e. habitat) along the northern portion of the site is an option, doing so may encourage panther and their prey species to move into the project area from the Lee County preserve to the north, which is contrary to the overall goal of minimizing human-wildlife conflict. Accordingly, the applicant proposes to install wildlife fencing along the northern property boundary and along the western edge of the proposed conveyance. The fencing will consist of a six-foot chain link fence which has previously been approved by the Florida Fish and Wildlife Conservation Commission for projects in Southwest Florida.

The goal of the proposed fencing is to effectively deter Florida panther prey species (i.e. deer and hog) from entering residential area. Detering prey species from entering the development area will minimize the incentive for Florida panther to enter the project and reduce the potential for human-wildlife interactions.

Staff Response: Staff does not object to the Applicant's response. The proposed text language for the Imperial District includes a requirement for 60% open space and the companion rezoning request includes the same language. Staff is still considering multiple options relative to the panther zone, including the proposed fence, or a spatial barrier achieved via open space.

Policy 7.4.4: The City shall restrict the use of protected plant and wildlife species habitats to that which is compatible with the requirements of endangered and threatened species and species of special concern. New developments shall protect remnants of viable habitats when listed vegetative and wildlife species inhabit a tract slated for development, except where equivalent mitigation is provided based on the recommendations of the Florida Fish and Wildlife Conservation Commission.

Analysis: *The only remnant wetland area does not provide habitat for listed plants or animals. However, it will be restored, protected and incorporated within a ±20-acre future*

drainage conveyance/restoration area and filter marsh that will create foraging habitat for listed wading birds.

Staff Response: Staff does not object to the Applicant's analysis.

Goal 15: Wetlands. The City shall maintain and enforce a regulatory program for development in wetlands that is cost-effective, complements federal and state permitting processes, and protects the fragile ecological characteristics of wetland systems.

Policy 15.1.6: The natural functions of wetlands located in the City, as identified in the wetland inventory and evaluation contained in the Conservation/Coastal Management Element, shall be maintained and not degraded; and, degraded wetlands shall be restored whenever possible.

Applicant Analysis: *Wetland functions will be maintained. The project will restore and/or create viable on-site wetlands that will function as habitat for wildlife, water quality treatment, and water storage. The restored and/or created wetlands will provide values and functions greater than the existing, degraded wetlands. Stormwater facilities will be designed in accordance with applicable regulations and will incorporate on-site wetland systems.*

Staff Response: Staff does not object to the Applicant's analysis and acknowledges the intent to restore the wetlands.

Goal 16: Water Quality. To ensure that water quality is maintained or improved for the protection of the environment and people of the City of Bonita Springs.

Objective 16.3: Incorporation of Green Infrastructure into the Surface Water Management System. The long-term benefits of incorporating green infrastructure as part of the surface water management system include improved water quality, improved air quality, improved water recharge/infiltration, water storage, wildlife habitat, recreational opportunities, and visual relief within the urban environment.

Applicant Analysis: *The Imperial District incorporates applicable recommendations of the Citizens Water Strategy Task Force. The project will incorporate green infrastructure into the surface water management system by creating an adjacent off-site future drainage conveyance/restoration area, building lakes with upland pre-treatment areas and enhanced littoral plantings, directing surface runoff to swales planted with native grasses, and restoring or creating wetlands that serve as filtration marshes and habitat for wildlife. The Imperial District will include a regional water quality drainage conveyance/restoration area and filter marsh that will provide area-wide benefits. This ±20-acre drainage conveyance/restoration area and filter marsh that will serve as an important environmental feature as well as provide water quantity storage and nutrient reduction. This improvement can potentially help the City with flood prevention control*

and assist in the Imperial River and City in meeting its Total Nitrogen (TN) reduction goals.

Staff Response: Staff does not object to the Applicant’s analysis, but would note that the Applicant proposes to dedicate the drainage easement along the eastern boundary to the City, meaning the City could be responsible for future maintenance. The Applicant has been upfront in acknowledging the possible need for a Developer’s Agreement, which could be used towards addressing this issue. Staff acknowledges the perceived benefit to water quality/quantity efforts and understands it is the intent of the Applicant to construct the conveyance.

Policy 16.3.2: The City will require new developments to design their surface water management system to incorporate existing wetland systems.

Analysis: Again, the existing wetlands will be restored, protected and incorporated within a regional drainage conveyance/restoration area and filter marsh that will provide water quality treatment and restored habitat for wildlife. The surface water management system will also include lakes with enhanced littoral plantings and vegetated swales planted with native grasses.

Staff Response: Staff does not object to the Applicant’s analysis for this Policy.

Housing Element

Objective 1.1: Housing Availability - Provide for an amount and distribution of residential land in the City adequate to allow for a variety of housing types, including mobile and manufactured homes, and sites for affordable workforce housing as defined in 380.0651(3)(h), F.S. and very low, low and moderate income households, sufficient to meet the infrastructure and public facility needs of current and anticipated residents.

Policy 1.1.1: The Future Land Use Map shall designate lands for development at a range of residential densities suitable for single-family, multi-family, mobile and manufactured housing in residential, commercial and mixed-use categories sufficient to accommodate the existing population and anticipated growth over the planning period.

Applicant Analysis: *The Imperial District will help the City provide lands that will accommodate its anticipated population growth and that will allow for a range of housing types and supporting neighborhood commercial uses.*

Staff Response: Staff acknowledges that the text and map amendments would increase the density and provide additional housing opportunities in the northeast portion of the City. However, Staff would note that one of the City’s strategic priorities pertains to the Downtown District (f/k/a Old 41 Redevelopment Area) and that, in an effort to spur development and drive residents downtown, the City recently passed a form-based code

and increased the standard density from 15 units per acre to 20 units per acre (20 units per acre was previously permitted as a bonus density provision only). It is Staff's opinion that the density associated with the project is higher than other existing developments in the DRGR and could be inconsistent with the City's efforts to encourage development in the Downtown District.

Infrastructure Element

POTABLE WATER SUB-ELEMENT

Objective 1.1: The City shall continue to ensure the provision of acceptable levels of potable water service throughout the City, indirectly through franchised utility companies.

Policy 1.2.1: The City shall encourage residential uses, and require nonresidential uses, to connect to central potable water utility when potable water lines have been installed immediately adjoining the property and service is available.

Applicant Analysis: *The Imperial District requires that all development connect to public water and sewer service. The subject property is located within the Bonita Springs Utilities (BSU) water service area. The water infrastructure serving the development will be permitted and constructed by the Developer and subsequently dedicated to BSU upon certification of the system to place into service.*

Based upon an estimated 700 residential units and 54,450 square feet of commercial space proposed, this results in a demand of 190,750 GPD. The BSU Water Treatment Plant has adequate capacity, with an additional 7.59 million gallons of water per day, to provide service to the project. The expected increase in flows can be accommodated by BSU without revisions to the current regional potable water system.

Staff Response: Staff does not object to the Applicant's analysis and acknowledges the subject property will be served by Bonita Springs Utilities (BSU). According to a letter dated April 10, 2020, BSU has the capacity to provide water, sewer, and irrigation service to the project, but the developer would be required to install all off-site and on-site utility line extensions.

SANITARY SEWER SUB-ELEMENT

Objective 1.1: The City shall continue to ensure the provision of acceptable levels of sanitary sewer service throughout the City, indirectly through franchised utility companies.

Policy 1.2.1: The City shall require on-site sewage disposal systems to connect to central sanitary sewer when sanitary collection lines have been installed immediately adjoining, and service is available to, the property served by the on-site system.

Applicant Analysis: *The Imperial District requires that all development connect to public water and sewer service. The property is located within the Bonita Springs Utilities (BSU) wastewater service area. This proposed land use is expected to generate an average daily wastewater flow of 152,600 gallons per day at build-out for the anticipated 700 residential units and 54,450 square feet of commercial space. The existing system has the available capacity to treat an additional 6.33 million gallons of effluent per day. No improvements to BSU's regional wastewater system will be necessary to service the additional demand.*

Staff Response: Staff does not object to the Applicant's analysis and acknowledges the subject property will be served by Bonita Springs Utilities (BSU). According to a letter dated April 10, 2020, BSU has the capacity to provide water, sewer, and irrigation service to the project, but the developer would be required to install all off-site and on-site utility line extensions.

SOLID WASTE SUB-ELEMENT

Goal 1: To ensure the health, safety and general welfare of the citizens of Bonita Springs through the proper management and disposal of solid waste.

Applicant Analysis: *All relevant goals, objectives, and policies of the Bonita Plan will continue to apply to the Imperial District. The comprehensive plan indicates that the minimum acceptable level of service standards for availability of solid waste disposal shall be 7 pounds per capita per day. Development within the Imperial District will have no impact on solid waste disposal, which will be contracted through Lee County to a private waste hauler.*

Staff Response: Staff does not object to the Applicant's analysis. Lee County Division of Solid Waste has sufficient capacity to service the project per a letter dated April 9, 2020.

STORMWATER MANAGEMENT/AQUIFER RECHARGE SUB-ELEMENT

Goal 1: To protect and improve the quality of receiving waters and natural areas and the functions of natural groundwater aquifer recharge areas while also providing flood protection for existing and future development.

Objective 1.1: Improve stormwater management, in terms of both quantity and quality, within the City.

Applicant Analysis: *The proposed Imperial District requires proposed development to provide treatment which meets or exceeds 10% over the required 1.5 inches in accordance with SFWMD design and permit criteria. In addition to the minimum of 1.5 inches of water quality treatment, the Imperial District also requires 0.5" of additional storage.*

Staff Response: Staff does not object to the Applicant's analysis, as there are existing Land Development Code (LDC) regulations to help implement this Goal and Objective.

Objective 1.3: To protect the City’s groundwater supplies from those activities having the potential for depleting or degrading those supplies.

Applicant Analysis: *The Imperial District requires a Hydrological Restoration Plan to ensure proposed development demonstrates that it will not deplete or degrade the City’s groundwater supply.*

It is anticipated that the proposed district will improve existing groundwater conditions through addition of control structures and filter marshes. The elimination of the ditch and direct outfall condition will achieve on-site pre-agricultural water levels. The surface water management system for the project will raise existing water levels to pre-agricultural development levels, providing increased recharge potential to the groundwater table.

Staff Response: Staff will require additional documentation during the zoning and development order processes to ensure this Objective is being met.

Recreation/Open Space Element

Objective 1.1: Ensure that adequate active recreation in the form of regional parks is available to the residents and visitors of the City of Bonita Springs.

Policy 1.1.1: The City’s adopted level of service for parks shall be:

Regional parks: six acres per 1,000 resident and seasonal population.

Community parks: one acre per 1,000 resident and seasonal population

Applicant Analysis: *All relevant goals, objectives, and policies of the Bonita Plan will continue to apply to the Imperial District. The Imperial District will provide residents active and passive recreational space through the development of an internal park, open space and native habitat areas. Access will also be provided to adjacent conservation lands (if allowed) and the City’s park within the adjacent Conservation Fringe Future Land Use category. Compliance with this policy is addressed in detail as part of the Public Facilities Impact analysis.*

Staff Response: The companion zoning request provides for open space and recreational areas internal to the site. At this time, Staff has not found any evidence to suggest the project would cause the City’s park system to operate below its adopted level of service. Staff acknowledges the applicant would consider providing access to the proposed park adjacent to the east, should a connection point be approved.

It should also be noted that the Applicant provided letters of service availability from Bonita Springs Fire Control and Rescue District, Lee County Sherriff’s Office, and Lee County School District. Each entity stated that providing necessary services for the project would not be an issue and would not overburden existing facilities and/or resources.

NOTICE OF PROPOSED ACTION:

The LPA public hearing was noticed by posting the property and in a newspaper of general circulation. The transmittal hearing is tentatively scheduled before the City Council for transmittal to the Florida Department of Economic Opportunity (FDEO) on April 7, 2021.

CONCLUSIONS:

While Staff acknowledges there are some positive aspects to the proposed text changes, this proposal is a significant departure from the property’s current Future Land Use category of Density Reduction Groundwater Resource (DRGR). It is Staff’s opinion that the City Council will begin to see similar proposals in the DRGR in the near future, and that perhaps this warrants some additional policy discussion regarding development in the DRGR, or reaffirmation of the position taken by past City Councils of leaving the DRGR provisions in place as currently written and entitled in the Bonita Plan.

SUBJECT PROPERTY

STRAP:

18-47-26-B2-00001.1020
18-47-26-B2-00001.1000
18-47-26-B2-00001.1010
18-47-26-B3-00001.0010
18-47-26-B3-00001.0020
19-47-26-B2-00001.101A
19-47-26-B3-00001.1030
19-47-26-B4-U2570.1632

LEGAL DESCRIPTION: See EXHIBIT B

EXHIBITS

- A. Proposed Future Land Use Text and Map
- B. Legal Description

ATTACHMENTS

- A. Applicant’s Application

Submitted by:

Mike Fiigon II, Senior Planner

Date: March 17, 2021

**PART III - LOCAL PLANNING AGENCY
REVIEW AND RECOMMENDATION**

DATE OF PUBLIC HEARING: March 25, 2021

A. LOCAL PLANNING AGENCY REVIEW

**B. LOCAL PLANNING AGENCY RECOMMENDATION AND FINDINGS OF
FACT SUMMARY**

1. RECOMMENDATION: Approve the Comprehensive Text and Map
Amendments, as presented by the Applicant.

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Chairman Jeff Maturo	<u> Aye </u>
Don Colapietro	<u> Aye </u>
Rex Sims	<u> Aye </u>
Sam Vincent	<u> Absent </u>
Linda Schwartz	<u> Nay </u>
Robert Bornstein	<u> Aye </u>
Vacant	<u> </u>

**PART IV – CITY COUNCIL
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT**

DATE OF PUBLIC HEARING: April 21, 2021

A. CITY COUNCIL REVIEW

B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. COUNCIL ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Mayor Rick Steinmeyer _____

Amy Quaremba _____

Jesse Purdon _____

Laura Carr _____

Chris Corrie _____

Mike Gibson _____

Fred Forbes _____



Imperial District Proposed Text Amendment

The Request:

The proposed text amendment amends the Future Land Use Element by adding 1.1.28 as presented below.

Policy 1.1.28: Imperial District

Intended to recognize lands east of I-75 and north of East Terry Street that are appropriate for lower density residential development and complementary low-intensity neighborhood commercial uses that serve the surrounding residents' convenience needs. These lands, which consist of approximately 328 acres, were cleared, bermed, diked and severely impacted by agricultural uses prior to the City's incorporation and adoption of this comprehensive plan.

Residential development within this district is meant to provide transitional densities that are compatible with surrounding land uses and incorporate design features that implement and or advance the City's water resource goals for the area. Allowable uses are limited to residential uses at a maximum density of 2.13 units per gross acre, not to exceed 700 units, along with accessory amenity structures and private recreational areas; open space and conservation areas; public infrastructure; essential services needed for the health, safety and the general welfare of the community; and low-intensity neighborhood commercial uses serving and providing a convenience for nearby residential neighborhoods in order to relieve automobile traffic on the City's major roadways. Development within the Imperial District must adhere to the following innovative design and planning principles:

1. The property shall be rezoned to Planned Development. The following, unless stated otherwise, shall be provided at the time of Planned Development rezoning:
 - a. An enhanced lake management plan that:
 - i. Applies best management practices for fertilizers and pesticides;
 - ii. Provides erosion control and lake bank stabilization;
 - iii. Establishes lake maintenance requirements; and
 - iv. Establishes an education program for any homeowners' association for the property addressing issues such as restricted lake uses, fertilizer use, lake bank planting requirements, and best management practices.
 - b. A hydrological restoration plan submitted through the Development Order process that:

Imperial District

Comprehensive Plan Amendment

- i. Includes excavation and grading plans; and
 - ii. Analyzes hydrological improvements and improved water budget.
 - c. An indigenous management plan that addresses human-wildlife coexistence.
 - d. Written verification as to adequate public facilities for the project to be approved through the Planned Development rezoning process from:
 - i. The Bonita Springs Fire Control & Rescue District;
 - ii. The Lee County Sheriff's Office;
 - iii. Lee County Emergency Medical Services; and
 - iv. The Lee County School District.
- 2. The project shall provide a minimum of 60% open space calculated over the gross project area, including a combination of any of the following: flow-ways, drainage conveyance/restoration areas, buffers and landscaped areas, lakes, parks, conservation areas, active and passive recreation areas, outdoor active and passive public use areas, private yards, nature trails, and retention areas. As practicable, the project and open space will be designed to:
 - a. Restore and accommodate existing and historical regional flow-ways;
 - b. Restore and accommodate historic groundwater levels;
 - c. Where applicable, provide critical wildlife connections to adjacent conservation areas; and
 - d. Where applicable, provide connectivity to adjacent public open space and recreational park areas.
- 3. Florida-friendly landscaping with low irrigation requirements and common elements shall be used throughout the project.
- 4. A minimum of 1.5 inches of water quality treatment shall be provided for the project.
- 5. Stormwater runoff from the project shall be directed into treatment areas that provide additional storage for 0.5" of runoff for the developed area prior to discharge into water management lakes and future drainage conveyance/restoration areas.
- 6. The project shall connect to public water and sewer services provided by Bonita Springs Utilities and shall collect to reclaimed water if available.
- 7. Existing or proposed public water wells shall be protected.
- 8. As may be practical, low impact roadway design, linear filter marsh retention elements, and other "green" design features will be included in the project design.
- 9. The Planned Development rezoning, if approved, shall not result in material detrimental impacts to existing future potable water supply resources.
- 10. The Planned Development zoning approval, or separate development agreement, shall set forth a phasing schedule for the project, and define the delivery of a water quality and future

Imperial District

Comprehensive Plan Amendment

drainage conveyance/restoration area that will contribute to enhancing regional flows and flood prevention control.

11. Golf courses are prohibited.
12. Neighborhood convenience commercial uses, which shall be designed primarily to meet the convenience commercial needs of the project residents and other neighboring residents who need to travel more than one mile to reach existing commercial concentrations, shall adhere to the following conditions:
 - a. Commercial uses shall be open and conveniently accessible to the residents of the project and the neighboring public.
 - b. The most appropriate uses include, but shall not be limited to, the following: grocery, convenience market without gas; laundry; dry cleaning; barber/beauty/nail salon; shoe repair; restaurant; medical, insurance, travel and real estate offices; and similar uses intended to provide for nearby residents' everyday needs, and public and semi-public uses.
 - c. Direct access to Bonita Grande shall be provided.
 - d. The commercial area shall be limited to a maximum of 5 acres.
 - e. The maximum Floor Area Ratio (FAR) shall be 0.25
 - f. The maximum height shall be 2 stories, not to exceed 45 feet.

The Imperial District shall include to the following property:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AND SECTION 18, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°05'07"W ALONG THE SOUTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 1848.51 FEET TO AN INTERSECTION WITH THE EAST LINE OF CITRUS PARK AS DESCRIBED IN INSTRUMENT No. 2019000138281 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE LEAVING SAID SOUTH LINE RUN N00°53'18"W ALONG SAID EAST LINE FOR A DISTANCE OF 2325.77 FEET TO A POINT OF CURVATURE; THENCE RUN 165.78 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 63°19'24", A CHORD DISTANCE OF 157.47 FEET AND A CHORD BEARING OF N32°33'00"W TO A POINT OF TANGENCY; THENCE RUN N64°12'42"W FOR A DISTANCE OF 187.10 FEET TO A POINT OF CURVATURE; THENCE RUN 126.76 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 114.97 FEET, A CENTRAL ANGLE OF 63°10'20", A CHORD DISTANCE OF 120.44 FEET AND A CHORD BEARING OF N32°37'32"W TO A POINT ON A NON-TANGENTIAL LINE; THENCE RUN N01°06'05"W FOR A DISTANCE OF 2647.03

Imperial District

Comprehensive Plan Amendment

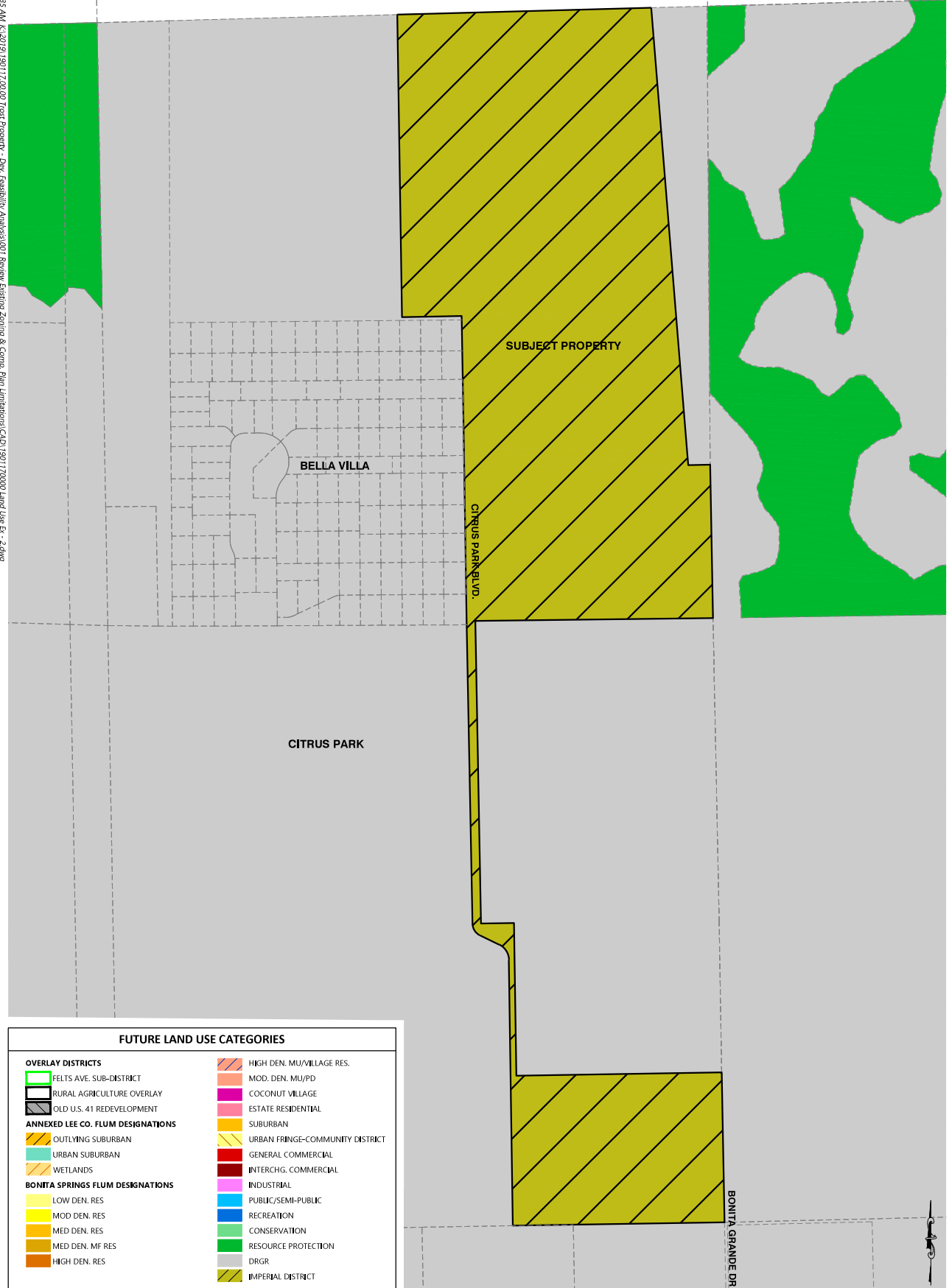
FEET TO THE NORTHEAST CORNER OF SAID CITRUS PARK AND THE SOUTHEAST CORNER OF BELL VILLA AS DESCRIBED IN OFFICIAL RECORDS BOOK 1469, PAGE 1143 THROUGH 1152 OF SAID PUBLIC RECORDS; THENCE RUN N00°55'23"W ALONG THE EAST LINE OF SAID BELL VILLA FOR A DISTANCE OF 2666.53 FEET TO THE NORTHEAST CORNER OF SAID BELL VILLA; THENCE RUN S89°01'22"W ALONG THE NORTH LINE OF SAID BELL VILLA FOR A DISTANCE OF 521.18 FEET TO AN INTERSECTION WITH THE EAST LINE OF THOSE LANDS AS DESCRIBED IN INSTRUMENT No. 2018000249003; THENCE RUN N00°55'23"W ALONG THE SAID EAST LINE FOR A DISTANCE OF 2645.54 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE RUN N88°27'27"E ALONG SAID NORTH LINE FOR A DISTANCE OF 2220.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 18; THENCE RUN S04°37'54"E ALONG THE EAST LINE OF SAID SECTION 18 AND THE WEST LINE OF AN AGREED BOUNDARY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 2061, PAGES 3139 AND 3140 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 2663.68 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 18; THENCE RUN S04°37'21"E FOR A DISTANCE OF 1348.31 FEET; THENCE RUN N89°01'22"E FOR A DISTANCE OF 191.67 FEET TO AN INTERSECTION WITH THE EAST LINE OF AN AGREED BOUNDARY LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2061, PAGES 3137 AND 3138 OF SAID PUBLIC RECORDS; THENCE RUN S01°03'47"E ALONG SAID EAST LINE FOR A DISTANCE OF 1340.84 FEET; THENCE LEAVING SAID EAST LINE RUN S89°18'30"W FOR A DISTANCE OF 2078.42 FEET; THENCE RUN S01°06'05"E FOR A DISTANCE OF 2646.89 FEET; THENCE RUN N89°10'29"E FOR A DISTANCE OF 288.20 FEET; THENCE RUN S00°53'18"E FOR A DISTANCE OF 1334.40 FEET; THENCE RUN N89°05'53"E FOR A DISTANCE OF 1794.01 FEET TO THE EAST LINE OF SAID AGREED BOUNDARY LINE; THENCE RUN S01°05'07"E ALONG SAID EAST LINE FOR A DISTANCE OF 1311.01 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 19 AND THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 14,295,367.95 SQUARE FEET OR 328.18 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF N 01°05'07" W ALONG THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO RESERVATIONS OR RESTRICTIONS OF RECORD.

April 17, 2020 11:55 AM K:\2019\190117\20000\Task Property - Dev Feasibility Analysis\DOT Review Existing Zoning & Comp. Plan Limitations\CD\190117\20000 Land Use E - 2.dwg



FUTURE LAND USE CATEGORIES	
OVERLAY DISTRICTS	
	FELTS AVE. SUB-DISTRICT
	RURAL AGRICULTURE OVERLAY
	OLD U.S. 41 REDEVELOPMENT
ANNEXED LEE CO. FLUM DESIGNATIONS	
	OUTLYING SUBURBAN
	URBAN SUBURBAN
	WETLANDS
BONITA SPRINGS FLUM DESIGNATIONS	
	LOW DEN. RES.
	MOD DEN. RES.
	MED DEN. RES.
	MED DEN. MF RES.
	HIGH DEN. RES.
	HIGH DEN. MU/VILLAGE RES.
	MOD. DEN. MU/PD
	COCONUT VILLAGE
	ESTATE RESIDENTIAL
	SUBURBAN
	URBAN FRINGE-COMMUNITY DISTRICT
	GENERAL COMMERCIAL
	INTERCHG. COMMERCIAL
	INDUSTRIAL
	PUBLIC/SEMI-PUBLIC
	RECREATION
	CONSERVATION
	RESOURCE PROTECTION
	DRGR
	IMPERIAL DISTRICT

CLIENT:	3HWA LAND HOLDINGS, LLC.
PROJECT:	IMPERIAL DISTRICT
TITLE:	PROPOSED FUTURE LAND USE USE MAP


RWA ENGINEERING
 39140 Citrus Park Drive, Suite 200 | Naples, FL 34109
 Office: 239.597.0575 Fax: (239) 597-0578
 www.consult-rwa.com

#	REVISION	DATE

EXHIBIT B

IMPERIAL DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AND SECTION 18, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THIS PROPERTY IS SUBJECT TO RESERVATIONS OR RESTRICTIONS OF RECORD.

REQUESTED MOTION: Approve contract renewals for CrowderGulf Services and Thompson Consulting Services to provide disaster recovery and debris removal monitoring services for an additional term of one year.

REQUESTOR: Matt Feeney, Assistant City Manager; Tony Backhurst, Neighborhood Services Director

AGENDA: Consent

STRATEGIC PRIORITY: #3 Strengthen City Finances #5 Community Aesthetics

BACKGROUND:

In September 2017, the City entered into an agreement with Crowder Gulf and Thompson Monitoring Services for disaster and debris removal recovery and monitoring as an End User under the County's Contract, the procurement of which provided the authority for the City to purchase the procured services utilizing the same terms and conditions.

As we approach hurricane season, staff recommends that we continue these contracts for one additional year so that we may ensure FEMA-compliant services are available to us, if needed. Approval of this renewal would ensure debris monitoring services until April 2022.

STAFF RECOMMENDATION: Approve contract renewals of CrowderGulf Services to provide disaster recovery services and Thompson Consulting for debris removal monitoring services for one year.

ATTACHMENTS:

1. Contract Renewals and original agreement

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney and Tony Backhurst

COUNCIL ACTION:

Approved _____ Denied _____ Deferred _____ Other _____

**CITY OF BONITA SPRINGS
THIRD RENEWAL OF PROFESSIONAL SERVICES AGREEMENT
DISASTER DEBRIS MONITORING**

THIS THIRD RENEWAL of the Cooperative Purchasing Professional Services Agreement dated September 6, 2017 is made and entered into this ____ day of March, 2021 by and between the City of Bonita Springs, a Florida municipal corporation, whose address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (the "City"), and Thompson Consulting Services LLC, whose address is 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746 (the "Consultant").

RECITALS:

WHEREAS, the City and Consultant entered into a Cooperative Purchasing Professional Services Agreement (the "Agreement") for the purpose of securing disaster debris monitoring services; and

WHEREAS, the City and Consultant extended the Term of the Agreement with First and Second Renewals of Professional Services Agreement in increments of one year, expiring on April 5, 2021; and

WHEREAS, it is in the City's best interest to ensure the availability of FEMA-compliant disaster debris monitoring services; and

WHEREAS, the Parties wish to renew the Agreement on the same terms and conditions as agreed upon in the initial contract.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. The Term of the Agreement is hereby extended in an increment of one year, and shall expire on April 5, 2022.
3. All other provisions of the Agreement, attached hereto and incorporated herein by reference, shall remain the same.

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

CITY OF BONITA SPRINGS

THOMPSON CONSULTING SERVICES, LLC

Mayor Peter Simmons

Jon Hoyle, President

ATTEST:

March 8, 2021

City Clerk

Date

Date

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard E.
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

April 8, 2021

Ms. Arleen Hunter
City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Re: Contract Renewal for Disaster Recovery Services

Dear Ms. Hunter:

CrowderGulf has been providing the City of Bonita Springs Disaster Recovery Services per the agreement executed on September 06, 2017 under the same terms and conditions as the Lee County contract. The term of Lee County's Contract is for a three (3) year period. The County reserves the right to renew the agreement for up to three (3) additional one (1) year periods, upon mutual written agreement of both parties. On February 15, 2021 Lee County entered into its second renewal option for this contract for an additional one (1) year period through May 10, 2022.

If the City of Bonita Springs is in agreement to renew this contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of May 10, 2022.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the City of Bonita Springs requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at the CrowderGulf Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,


Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Bonita Springs, FL

Signature

Name/Title

Date

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

May 28, 2020

Mr. Christopher Campbell
Neighborhood Services
City of Bonita Springs
27300 Old 41 Road
Bonita Springs, FL 34135

via: Christopher.campbell@cityofbonitasprings.org

Re: Agreement for Disaster Recovery Services

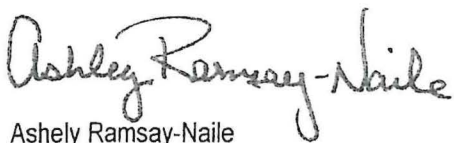
Dear Mr. Campbell:

Please allow this letter to serve as CrowderGulf's commitment to provide Disaster Recovery Services to the City of Bonita Springs under the same terms and conditions as the Lee County contract for an additional one (1) year period through May 10, 2021.

The City of Bonita Springs will receive the same level of support and pricing as stated in the Lee County contract. The City of Bonita Springs agreement will be administrated independently of Lee County and all issues will be handled direct with CrowderGulf. Please acknowledge the acceptance of this agreement by signing and returning a copy of this letter for our files.

Thank you for this opportunity and we look forward to working with you in the future if our services are requested. If you have any questions, or if we can be of any further assistance please do not hesitate to contact me at the CrowderGulf Disaster Administration Office at 800-992-6207 or jramsay@crowdergulf.com.

Best regards,



Ashely Ramsay-Naile
Sr. Vice President/COO

APPROVED BY: City of Bonita Springs, FL

Signature: 

Name/Title: Peter Simmons, Mayor

Date: 6/17/2020

BSC-20-06-074

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

June 19, 2017

Mr. Matt Feeney
Public Works Director
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

via: matt.feeney@cityofbonitasprings.org

Re: Agreement for Disaster Recovery Services

Dear Mr. Feeney:

Please allow this letter to serve as CrowderGulf's commitment to provide Disaster Recovery Services to the City of Bonita Springs under the same terms and conditions as the Lee County contract. The City of Bonita Springs agreement will begin upon approval of this letter and will expire on May 10, 2020 with the option to renew for an additional three (3) one-year terms in accordance with Lee County.

The City of Bonita Springs will receive the same level of support and pricing as stated in the Lee County contract. The City of Bonita Springs agreement will be administrated independently of Lee County and all issues will be handled direct with CrowderGulf. Please acknowledge the acceptance of this agreement by signing and returning a copy of this letter for our files.

Thank you for this opportunity and we look forward to working with you in the future if our services are requested. If you have any questions, or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay at the CrowderGulf Disaster Administration Office at 800-992-6207 or jramsay@crowdergulf.com.

Best regards,



John Ramsay
President

APPROVED BY: City of Bonita Springs, FL

Signature: 

Name/Title: Carl Schwimg, City Mgr

Date: 9/6/17

BSC-17-09-125

Contract # 7753

Board App 4-18-17

**AGREEMENT FOR
Disaster Recovery Services for Lee County**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Crowder-Gulf Joint Venture, Inc., a Florida corporation, whose address is 5435 Business Parkway, Theodore, AL 36582, and whose Federal tax identification number is 01-0626019, hereinafter referred to as "Vendor".

WITNESSETH

WHEREAS, the County intends to purchase Disaster Recovery Services from the Vendor in connection with "RFP160257LAC, Disaster Recovery Services for Lee County" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, Request for Proposals No. RFP160257LAC on November 4, 2016; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on January 18, 2017; and,

WHEREAS, the County selected the Vendor to be the primary vendor for the services, to be used so long as the Vendor is able to perform the required services. Should the Vendor be unable to perform the required services, or if the size and scope of any particular project or projects are too large for the Vendor to complete the work within the County's specifications, the County may utilize the services of the secondary vendor awarded under RFP160257LAC; and

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications, Technical Specifications, and Supplementary Conditions sections of RFP160257LAC, a copy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor

041817R Item C15

shall comply strictly with all of the terms and conditions of RFP160257LAC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an "as needed basis" for a three (3) year period. The County reserves the right to renew this Agreement for up to three (3) additional one (1) year periods, upon mutual written agreement of both parties.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to RFP160257LAC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), 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 Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

- 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective. The vendor has assigned the following personnel to this contract/project: John Ramsay, Raymond "Buddy" Young, Ashley Ramsay-Naile, Margaret R. Wright, John Campbell, Gary Jones, Brian Smallwood, Eric Hall, Reid Loper, Nick Pratt, Barrett Holmes, Leigh Anne Ryals, Jeff Zemlik, Charlie Hunter, John Wilson, Amber Ramsay, and Gina Walley.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for

completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit A) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: John Ramsay
Title: President & CEO
Address: 5435 Business Parkway
Theodore, AL 36582
Telephone: 800-992-6207
Facsimile: 251-459-7433
E-mail: jramsay@crowdergulf.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. RFP160257LAC
 4. Vendor's Submittal in Response to RFP160257LAC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Mary Challeil Turner

Print Name: Mary Challeil Turner

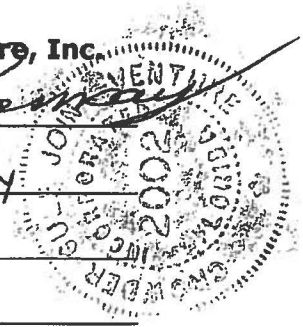
Crowder-Gulf Joint Venture, Inc.

Signed By: John Ramsay

Print Name: John Ramsay

Title: President

Date: Feb. 24, 2017



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Jana Manning

CHAIR

DATE: 5/11/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Theresa King
DEPUTY CLERK



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

BY: Ashley S. Fox
OFFICE OF THE COUNTY ATTORNEY

**EXHIBIT A
SCOPE OF SERVICES**

The Vendor shall provide all products and services set forth in the Detailed Specifications, Technical Specifications, and Supplementary Conditions sections of RFP160257LAC, attached hereto as Attachment 1 to Exhibit A. Work will be authorized by the County on an as-needed basis at the sole discretion of the County.

**EXHIBIT B
FEE SCHEDULE**

The County shall pay the Vendor for actual work performed under this Agreement at the labor rates provided below. Rates are fully burdened and include, but are not limited to, overtime, all taxes, benefits, handling charges, over head, profits, per diem, and fuel costs. Labor rates include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned. Labor rates include all costs associated with the use, care, and data management of the Vendor.

SCHEDULE OF VALUES			
RFP160257LAC, Disaster Recovery Services for Lee County			
Section A			
Core Services, Stumps, Hazardous Limbs, & Tree Removal			
Proposer Name: CrowderGulf Joint Venture, Inc.			
Contact Person: John Ramsay, President & CEO			
Example Quantities and Extended pricing will be utilized for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the RFP.			
Proposer is required to complete all fields shaded in green and calculate price extension based upon estimated Qty.			
Item No.	Description of Service	Unit	Unit Price
Core Services: Debris Removal, Management, & Site Services			
1	Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS)	CY	\$7.50
2	Debris Removal from Debris management Sites (DMS) and Hauling to Final Disposal Site (NOTE 1 & 2) **NOTE	CY	\$4.20
3	Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2) **NOTE	CY	\$9.00
4	Cost per mile for alternate disposal sites outside of Lee County. (Note 1 & 2)	Cost /Mile	\$0.05
5	Management of Debris Management Sites (DMS) (Note 4&5)	CY	\$1.15
6	Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site	CY	\$2.50
7	Processing (Burning) of Debris at DMS or Final Disposal Site	CY	\$1.80
8	Pick Up and Haul of White Goods to Disposal Site within County (NOTE 1)	UNIT	\$40.00
9	Pick Up and Disposal of Hazardous Material	LB	\$5.00
10	Freon Management and Recycling Note: 7	UNIT	\$32.00
11	Non Domestic Dead Animal Collection and Transportation to final disposal.	EACH	\$40.00

**EXHIBIT B
FEE SCHEDULE**

Item No.	Description of Service	Unit	Unit Price
Stump Extractions include: Removal & Hauling to disposal of hazardous stumps resulting from trees growing on the public right-of-way (ROW). Stumps placed at the ROW by others are considered debris: See Note 6			
12	>24 inch diameter to 47.99 inch diameter Note:7	Per Stump	\$200.00
13	48 inch diameter and greater Note:7	Per Stump	\$300.00
14	On site stump grinding including filling hole with wood chips (Note:7)	Per Inch	\$7.00
Item No.	Description of Service	Unit	Unit Price
Hazardous Limb Removal (After Initial 70 hour Period)			
15	Storm Damaged Hazardous Limb Removal (Note 7)	Per Tree	\$90.00
Item No.	Description of Service	Unit	Unit Price
Storm Damaged Hazardous Tree Removal: Diameters of trees are measured at breast height (Prices include removal of tree to ROW for collection as debris and flush cutting stumps to ground level) (See Note 7)			
16	Trees that require the "Climbing" and "Cut & Drop" method. (e.g. trees over structures, homes, buildings, utilities or public ROW)		
	6" to 12.99" diameter	Per Tree	\$60.00
	13" to 23.99" diameter	Per Tree	\$170.00
	> 24" diameter	Per Tree	\$230.00
17	Trees that can only be accessed by "Mechanized Equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)		
	6" to 12.99" diameter	Per Tree	\$40.00
	13" to 23.99" diameter	Per Tree	\$140.00
	> 24" diameter	Per Tree	\$225.00
18	Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures		
	6" to 12.99" diameter	Per Tree	\$30.00
	13" to 23.99" diameter	Per Tree	\$80.00
	> 24" diameter	Per Tree	\$200.00
19	Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure.		
	6" to 12.99" diameter	Per Tree	\$30.00
	13" to 23.99" diameter	Per Tree	\$90.00
	> 24" diameter	Per Tree	\$180.00

**EXHIBIT B
FEE SCHEDULE**

NOTES	
1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor unless approved otherwise. **NOTE: This price does not include tipping fee. CrowderGulf will pay tipping fee and back charge County at Cost.
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
3	For a multi-year contract, the prices shown in table 7.1 would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CWUR0300SAO) is the established index.
4	Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security.
5	Includes comprehensive management of all debris and debris site, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 4.8 in the scope of services for more detail.
6	All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items 2 through 7.
7	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.
8	Per Section 4.8.10 Debris Disposal found on page 26 of RFP 160257LAC Contractor understands Disposal to be a "Pass-Through" expense therefore our pricing above does not include disposal fees.

SCHEDULE OF VALUES			
RFP160257LAC, Disaster Recovery Services for Lee County			
Section B: Additional Contract Items			
Specialty Removal Categories			
Proposer Name: CrowderGulf Joint Venture, Inc.			
Contact Person: John Ramsay, President & CEO			
Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County			
Proposer is required to complete all fields shaded in green.			
Item No.	Description of Service	Unit	Unit Price
Specialty Removal : Activities require specific task authorization and include all labor and management of tasks.			
1	Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.	CY	\$12.00
2	Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2) **NOTE	CY	\$6.00

**EXHIBIT B
FEE SCHEDULE**

3	Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2) **NOTE	Unit	\$240.00
4	Removal of eligible Vessel from (Land)	LF	\$20.00
5	Demolition of Private Structure	CY	\$3.00
Item No.	Description of Service	Unit	Unit Price
Restoration: Activities require specific task authorization and include all labor and management of tasks.			
6	Beach/Lake Restoration - Berm/Beach Construction	CY	\$10.00
7	Canal Shoreline Restoration	LF	\$7.00

NOTES

1	Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor unless approved otherwise. **NOTE: This price does not include tipping fee. CrowderGulf will pay tipping fee and back charge County at Cost.
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
3	Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security.
4	Includes comprehensive management of all debris and debris site, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 4.8 in the scope of services for more detail.
5	Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.

SCHEDULE OF VALUES

**RFP160257LAC, Disaster Recovery Services for Lee County
Section C: Additional Contract Items
Specialized Labor & Work Crews**

Proposer Name: CrowderGulf Joint Venture, Inc.

Contact Person: John Ramsay, President & CEO

**Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County
Proposers are required to complete all fields shaded in green.**

LABOR RATES: Labor rates listed in this category are used for Negotiated & Special Services Tasks ONLY. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates

**EXHIBIT B
FEE SCHEDULE**

	LABOR CATEGORY	Unit	Unit Price
Specialized Labor and Work Crews	Field Supervisor with truck and cell phone	Hourly	\$50.00
	Administrative Assistant	Hourly	\$32.00
	Heavy Equipment Operator	Hourly	\$40.00
	Tool Operator (Chainsaw)	Hourly	\$32.00
	Laborer w/ small tools	Hourly	\$28.00
	Hazardous Material Worker w/ gear	Hourly	\$60.00
	Mechanic w/truck and tools	Hourly	\$70.00
	Tree Climber w/ chainsaw and gear	Hourly	\$98.00
Work Crew Category (typical crew makeup for "First 70 hrs" Operation)	Wheel Loader w/ operator, 2.5cy, Forman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools	Hour for complete Work crew	\$245.00

SCHEDULE OF VALUES						
RFP160257LAC, Disaster Recovery Services for Lee County						
Section D: Additional Contract Items						
Equipment						
Proposer Name: CrowderGulf Joint Venture, Inc.						
Contact Person: John Ramsay, President & CEO						
Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County						
Proposers are required to complete all fields shaded in green						
No.	EQUIPMENT	SPECIFICATION	CAPACITY	HP	NOTES	RATE PER HOUR
1	Aerial Lift, Self Propelled	Max Platform Ht	37 ft	to 15	Articulated, telescoping, scissor	\$40.00
2	Aerial Lift, Self Propelled	Max Platform Ht	60 ft	to 30	Articulated, telescoping, scissor	\$50.00
3	Aerial Lift, Self Propelled	Max Platform Ht	70 ft	To 50	Articulated, telescoping, scissor	\$65.00
4	Aerial Lift, Self Propelled	Max Platform Ht	125 ft	To 85	Articulated, telescoping, scissor	\$100.00
5	Aerial Lift, Self Propelled	Max Platform Ht	150 ft	to 130	Articulated, telescoping, scissor	\$140.00

**EXHIBIT B
FEE SCHEDULE**

6	Aerial Lift, Truck Mounted	Max Platform Ht	25 Ft		Articulated, telescoping, scissor	\$50.00
7	Aerial Lift, Truck Mounted	Max Platform Ht	50 Ft		Articulated, telescoping, scissor	\$75.00
8	Aerial Lift, Truck Mounted	Max Platform Ht	75 Ft		Articulated, telescoping, scissor	\$100.00
9	Aerial Lift, Truck Mounted	Max Platform Ht	100 Ft		Articulated, telescoping, scissor	\$125.00
10	Breaker, Hand-Held Pavement	Weight	25 - 90 lbs			\$25.00
11	Breaker, Pavement			to 70		\$35.00
12	Breaker Pavement			to 105		\$45.00
13	Breaker, Pavement			to 137		\$55.00
14	Breaker, Pavement					\$60.00
15	Bucket, Clamshell	Capacity	1.0 CY			\$20.00
16	Bucket, Clamshell	Capacity	2.5 CY			\$30.00
17	Bucket, Clamshell	Capacity	5.0 CY			\$40.00
18	Bucket, Clamshell	Capacity	7.5 CY			\$60.00
19	Chain Saw	Bar Length	16 Inch			\$8.00
20	Chain Saw	Bar Length	25 inch			\$8.00
21	Chain Saw Pole	Bar Size	18 inch			\$8.00
22	Chipper, Brush	Chipping Capacity	6 inch	to 35	Trailer mounted	\$50.00
23	Chipper, Brush	Chipping Capacity	12 inch	to 60	Trailer mounted	\$75.00
24	Chipper, Brush	Chipping Capacity	16 Inch	to 100	Trailer mounted	\$125.00
25	Chipper, Brush	Chipping Capacity	18 inch	to 125	Trailer mounted	\$150.00
26	Chipper, Brush	Chipping Capacity	18 inch	to 200	Trailer mounted	\$300.00
27	Chipper, Brush	Chipping Capacity	19 inch	to 300	Trailer mounted	\$350.00
28	Chipper, Brush	Chipping Capacity	19 inch	to 450	Trailer mounted	\$400.00
29	Chipper, Brush	Chipping Capacity		to 650	Trailer mounted	\$450.00
30	Crane	Max Lift Capacity	8 MT	to 80		\$100.00
31	Crane	Max Lift Capacity	15 MT	to 150		\$125.00
32	Crane	Max Lift Capacity	27 MT	to 200		\$150.00
33	Crane	Max Lift Capacity	45 MT	to 300		\$175.00
34	Crane	Max Lift Capacity	70 MT	to 350		\$300.00

**EXHIBIT B
FEE SCHEDULE**

35	Crane	Max Lift Capacity	110 MY	to 450		\$400.00
36	Crane, Truck mounted	Max Lift Capacity	17,600 lbs			\$80.00
37	Crane, Truck mounted	Max Lift Capacity	33,000 lbs			\$100.00
38	Crane, Truck mounted	Max Lift Capacity	60,000 lbs			\$125.00
39	Crane, Truck mounted	Max Lift Capacity	120,000 lbs			\$200.00
40	Fork Lift	Capacity	6000 lbs	to 60		\$50.00
41	Fork Lift	Capacity	12,000 lbs	to 90		\$80.00
42	Fork Lift	Capacity	18,000 lbs	to 140		\$120.00
43	Fork Lift	Capacity	50,000 lbs	to 215		\$150.00
44	Load, Skid-Steer	Operating Capacity	1000 lbs	to 35		\$50.00
45	Load, Skid-Steer	Operating Capacity	2000 lbs	to 65		\$60.00
46	Load, Skid-Steer	Operating Capacity	3000 lbs	to 85		\$65.00
47	Load, Skid-Steer	Operating Capacity	4000 lbs	to 94		\$70.00
48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$50.00
49	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$60.00
50	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$80.00
51	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$95.00
52	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$110.00
53	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$130.00
54	Loader, Wheel	Bucket Capacity	6 CY	To 305		\$140.00
55	Loader, Wheel	Bucket Capacity	7 CY	To 360		\$150.00
56	Loader, Wheel	Bucket Capacity	8 CY	To 415		\$175.00
57	Loader, Wheel	Bucket Capacity	9 CY	To 470		\$200.00
58	Loader, Wheel	Bucket Capacity	10 CY	To 530		\$220.00
59	Loader-Backhoe, Wheel	Bucket Capacity	.05 CY	To 40	Loader and Backhoe bucket included	\$50.00
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and Backhoe bucket included	\$60.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and Backhoe bucket included	\$75.00
62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and Backhoe bucket included	\$80.00

**EXHIBIT B
FEE SCHEDULE**

63	Saw, Concrete	Blade Diameter	14 in	To 14		\$30.00
64	Saw, Concrete	Blade Diameter	26 in	To 35		\$35.00
65	Saw, Concrete	Blade Diameter	48 in	To 65		\$50.00
66	Sweeper, Pavement			to 110		\$60.00
67	Sweeper, Pavement			To 150		\$80.00
68	Sweeper, Pavement			To 200		\$100.00
69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	\$40.00
70	Trailer, Dump	Capacity	30 CY			\$75.00
71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	\$50.00
72	Trailer, Equipment	Capacity	30 tons			\$80.00
73	Trailer, Equipment	Capacity	40 tons			\$90.00
74	Trailer, Equipment	Capacity	60 tons			\$100.00
75	Trailer, Equipment	Capacity	120 tons			\$110.00
76	Truck, Dump	Truck Capacity	8 CY	To 210		\$50.00
77	Truck, Dump	Truck Capacity	10 CY	To 235		\$65.00
78	Truck, Dump	Truck Capacity	12 CY	To 255		\$65.00
79	Truck, Dump	Truck Capacity	18 CY	To 330		\$65.00
80	Truck, Dump	Truck Capacity	28 CY	To 400		\$60.00
81	Truck, Dump	Truck Capacity	40 CY	To 460		\$70.00
82	Truck, Dump	Truck Capacity	50 CY	To 620		\$80.00
83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs	To 150		\$25.00
84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs	To 180		\$40.00
85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs	To 215		\$45.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs	To 250		\$50.00
87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs	To 300		\$60.00
88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		\$70.00
89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		\$80.00

**EXHIBIT B
FEE SCHEDULE**

90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$110.00
91	Truck, Pickup			To 130		\$15.00
92	Truck, Pickup			To 180		\$20.00
93	Truck, Pickup			To 230		\$25.00
94	Truck, Pickup			To 280		\$28.00
95	Truck, Tractor			To 210		\$40.00
96	Truck, Tractor			To 265		\$55.00
97	Truck, Tractor			To 310		\$60.00
98	Truck, Tractor			To 350		\$70.00
99	Tub Grinder			To 400		\$300.00
100	Tub Grinder			To 500		\$350.00
101	Tub Grinder			To 600		\$370.00
102	Tub Grinder			To 700		\$400.00
103	Tub Grinder			To 800		\$450.00
104	Tub Grinder			To 900		\$500.00
105	Tub Grinder			To 1,000		\$525.00
106	Light Tower	with 4 500 watt light	w/ 10kw power unit	13.5	Trailer mounted	\$160.00
107	Light Tower					\$19.00
108	All Terrain Vehicle	6- wheel				\$30.00
109	All Terrain Vehicle	4-Wheel - 24"	250cc	15-17		\$40.00
110	All Terrain Vehicle	4-Wheel - 24"	300cc	18-20		\$50.00
111	All Terrain Vehicle	4-Wheel - 24"	400cc	26-28		\$60.00
112	Graders	Moldboard Size	10 FT	to 110	Includes Rigid and Articulate equipment	\$45.00
113	Graders	Moldboard Size	12 FT	To 150	Includes Rigid and Articulate equipment	\$56.00
114	Graders	Moldboard Size	14 Ft	To 225	Includes Rigid and Articulate equipment	\$70.00
115	Powerscreen	1400				\$150.00
116	Powerscreen	1700				\$160.00

**EXHIBIT B
FEE SCHEDULE**

117	Powerscreen	2100				\$180.00
118	Stacking Conveyor	30 x 60 Portable Hydraulic			Complete Road package	\$50.00
119	Water Truck	Tank Capacity	2500 Gal	to 175	Include pump and rear spray	\$55.00
120	Water Truck	Tank Capacity	4000 Gal	to 250	Include pump and rear spray	\$64.00
121	Loader - Tractor Knuckle boom	Model Barko 595 ML		To 240		\$120.00
122	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate	\$300.00
123	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate	\$400.00
124	Clamshell & Dragline, Truck			to 240	Bucket not included in rate	\$200.00

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements:

Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
 - Lee County Board of County Commissioners
 - P.O. Box 398
 - Fort Myers, Florida 33902

 - b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

ATTACHMENT 1 TO EXHIBIT A

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1. GENERAL SCOPE OF WORK

1.1 The Lee County Board of County Commissioners is requesting proposals from qualified firms, hereafter referred to as Contractor, to establish a pre-need, pre-position contract for a variety of disaster recovery related services for Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed.

1.2 Services shall include, but are not limited to: large scale debris removal, separation, staging and disposal, demolition work, construction and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scope as describe herein.

2. DEFINITIONS

- **Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site
- **DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

3.1 The contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County's emergency management and recovery personnel at no additional charge to the County.

3.2 The contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.

3.3 The selected contractor(s) shall be responsible for knowledge and compliance with all federal, state and local laws, rules, practices, and regulations. The contractors shall be familiar with the County's approved debris management plan.

3.4 No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

3.5 **DEAD ANIMALS:** Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Contractor to remove and lawfully dispose of under this contract.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

4.1 When a major disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will

ATTACHMENT 1 TO EXHIBIT A

generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.

- 4.2 The County upon contacting the Contractor will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor will also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.
- 4.4 The Contractor will be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the contractor shall be available for technical assistance to determine which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR:

- 5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each Contractor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of the each hurricane season, the successful contractor(s) will meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

6. PROPOSAL SECURITY

- 6.1 Due to the nature of this RFP and in accordance with FEMA standards, a bid bond is not necessary.

7. PERFORMANCE AND PAYMENT BOND

- 7.1 The County reserves the right to require the Contractor to furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

END OF SECTION

ATTACHMENT 1 TO EXHIBIT A

TECHNICAL SPECIFICATIONS

FOR

RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1.0 SERVICES

1.1 **Scope of Services:**

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris, including hazardous and industrial waste materials; these items and tasks are included in the bid prices provided in the schedule of values (section 7.1) and shall be provided in accordance with the Standards of Performance as set forth in Article 3 of this Contract. Emergency push, debris removal and demolition of structures will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by County. Contracted services will only be performed when requested and as designated by County via task order.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a final disposal location defined by the County, or to Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 4.8 of this Contract.

1.2 **Emergency Push / Road Clearance:**

If directed by the County. Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 3.2. Once this task is accomplished, the following additional tasks will begin as required.

1.3 **Right-of-Way (ROW) Removal:**

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 4.5.

1.4 **Right-of-Entry (ROE) Removal (if Task Authorized by County):**

Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but County does not warrant that all utilities will be located before debris removal operations begin, nor does Contractor warrant that utility damages will not occur as a result of properly conducting Contracted services.

1.5 **Demolition of Structures (if Task Authorized by County):**

Contractor will remove structures designated for removal by and at the direction of County, in a timely manner as determined by County.

ATTACHMENT 1 TO EXHIBIT A

1.6 Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

1.7 Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.

1.8 Vegetative Debris Reduction:

Contractor will reduce the vegetative debris in one of two ways: burning or chipping before taking it to County designated final site(s). The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day.

1.9 Construction and Demolition (C&D) Debris Reduction:

Contractor will collect, consolidate and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.

1.10 Construction and Demolition (C&D) Debris Recycling:

When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process will be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc.

1.11 Specialized Crews:

If requested by the County, the Contractor shall provide a dedicated crew to collect specific debris piles that cause health and safety issues around hospitals, public schools or other type properties.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

Contractor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to County.

2.2 Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by County.

ATTACHMENT 1 TO EXHIBIT A

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

Contractor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours following the execution of this Contract. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with County contract administrator. The Contractor shall also consider locating this representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Contractor shall also provide reports on debris removal operational progress as requested.

3.2 Mobilization:

The Contractor shall have sufficient equipment and forces in Lee County within 4 days of "notification to proceed" to begin removal operations at an initial rate of 3,000 cy per day and increasing that rate, after the sixth day, by a minimum of 3,000 cy each day, building to a consistent, minimum daily rate of 50,000 cy of debris collected. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

3.3 Time to Complete:

Contractor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

3.4 Completion of Work:

Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

4.0 GENERAL RESPONSIBILITIES

4.1 County Obligations:

County shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist County with the development of debris management PSAs, if so requested.

4.2 Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

4.3 Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have

ATTACHMENT 1 TO EXHIBIT A

full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

4.4 Damages by Contractor:

Contractor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Contractor should repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. County shall make the determination of whether "negligence" has occurred.

4.5 Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Contractor's Ownership of Debris:

Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Contractor's Disposal of Debris:

Unless otherwise directed by County, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

4.8 Debris Management Site (DMS):

4.8.1: Site Setup

Prior to beginning operation at a debris management site, the condition of the site shall be photographed or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass through cost.

4.8.2: Site Operation:

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

4.8.3: Site Remediation

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 4.4.

4.8.4: Site Security

Contractor shall supply 24hour per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur.

Unauthorized debris shall become the responsibility of the contractor and must be disposed of lawfully and without additional costs to the County.

ATTACHMENT 1 TO EXHIBIT A

4.8.5 Debris Management Site (DMS)

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of the each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility.

Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

4.8.6 DMS Debris Removal Operations Plan and Environmental Protection Plan

This plan is to address site setup, pre-use activities, post-use activities and operational activities the plans will include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.

4.8.7 Three (3) copies of the plan are required.

The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

4.8.8 All debris shall be processed in accordance with local, State and Federal law, standards, and regulations.

Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

4.8.9 Generated Hazardous Waste Abatement

Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

4.8.10 Debris Disposal

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. Unless otherwise directed by the County, the Contractor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

4.8.11 Assist Debris Monitoring Consultant in the following:

- Monitoring multiple contractors and multiple trucks delivering materials to the DMS.

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- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g. conduct final inspections and issue closeout reports.

4.9 Training:

Contractor shall provide annually a minimum of one (1) day consisting of up to eight (8) hours of on-site, pre-strike training of County field and supervisory personnel.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by Contractor's crews shall be only as directed by County and will be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

5.2 Multiple, Scheduled Passes:

Contractor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 3.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed; e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractor's responsibility and repaired at no additional cost to the County as outlined in section 4.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

Contractor shall submit to County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County's Debris Monitoring Contractor, and Contractor representatives at a County designated location. A standard measurement form certifying actual physical

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measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred.

Any vehicle may at anytime be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads, and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring contractor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling will have and use a County / Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the contractor when any changes occur at all DMS sites.

5.6 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will regularly survey the primary transportation routes used by Contractor & its subs and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Contractor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

5.8 Work Days/Hours:

Contractor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to work days and/or work hours shall be as directed by County following consultation and notification to Contractor.

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5.9 Hazardous and Industrial Wastes:

Contractor shall provide within 90 days of execution of this contract, their Hazardous and Industrial Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate, and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate, and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined in section 2.3.1.

5.10 Stumps:

All eligible stumps authorized by the County shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

The Contractor shall backfill the hole left from stump extractions.

A stump will be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24" in diameter as measured 24" above the ground.

FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

Reduction costs of stumps shall be included in the debris processing costs established in the pricing template.

5.12 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives will, at all times, have access to all

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work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.15 Retention of Collection Equipment:

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Contractor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.

5.16 Chain Saw Crews:

Crews shall work only as directed by task order by the County; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.

5.17 Hazardous Trees:

Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6") or greater, and one of the following criteria is met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal.

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.18 Hanging Limbs:

Limbs, authorized as eligible for reimbursement by the County must be:

- Located on improved public property
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.19 Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment are discouraged and may be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These "hand loaders" must remove all eligible debris as outlined in section 3.4. All equipment must be capable of self-

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unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

6.0 REPORTS, CERTIFICATIONS, and DOCUMENTATION

6.1 Accountable Debris Load Forms:

County and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Contractor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA of other regulations must be documented on each load ticket
- The Contractor shall submit all original load tickets to the County

The Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring contractor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database where applicable.

6.2 Reports:

Contractor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but are not limited to:

6.2.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by County.

6.2.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or government.

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6.3 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

Contractor will maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. COUNTY may unilaterally cancel this contract for refusal to comply with this provision.

7.0 UNIT PRICES and PAYMENTS

(See Attachment - Schedule of Value) - Section A - D

7.1 Core Services, Stumps, Hazardous Limbs & Tree Removal

(See Attachment - Schedule of Value) - Section A

7.2 Specialty Removal & Restoration

(See Attachment - Schedule of Value) - Section B

7.3 Specialized Labor & Work Crews

(See Attachment - Schedule of Value) - Section C

7.4 Equipment

(See Attachment - Schedule of Value) - Section D

7.5 Billing Cycle:

Contractor shall invoice County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Electronic copies of supporting documentation may be used if approved by the County.

7.5 Ineligible Work:

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or government agency as ineligible debris and for which the Contractor was not formally authorized to perform by the County.

7.5.1 Eligibility Inspections:

Contractor and County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as set out in Section 1.1 of this Contract.

7.5.2 Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, e.g. debris collected from private property or not at the request of the County or its representatives, the load will be directed to an alternate disposal or processing facility. No payment will be approved and Contractor will not invoice County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

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7.6 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Sections 7.1 and 7.2 of this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.

7.7 Specialized Services:

Contractor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

END OF SECTION

ATTACHMENT 1 TO EXHIBIT A**SUPPLEMENTARY CONDITIONS****CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

1. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

1.1 The County, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

1.2 If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the Contractor.

2. EQUAL EMPLOYMENT OPPORTUNITY:

2.1 During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

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permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):

3.1 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

3.2 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

4.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

5. ENERGY POLICY AND CONSERVATION ACT

5.1 Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6. SUSPENSION AND DEBARMENT

6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

6.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

6.3 This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart

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C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

7. BYRD ANTI-LOBBYING AMENDMENT

7.1 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. RECORDS

8.1 Contractor shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

8.2 Contractor shall retain all records associated with contract for three (3) years after final payments and all other pending matters are closed.

9. RECOVERED MATERIALS

9.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

10. REMEDIES

10.1 In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

10.1.1 Withhold or suspend payment of all or any part of a request for payment.

10.1.2 Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

10.1.3 Exercise any corrective or remedial actions, to include but not be limited to:

- requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or

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- requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

10.2 Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, 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 Contractor.

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 9/6/2016								
PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.									
INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675			COMPANIES AFFORDING COVERAGE									
			COMPANY A THE GRAY INSURANCE COMPANY									
			COMPANY B									
			COMPANY C									
COMPANY D												
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS							
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE Unlimited PRODUCTS – COMP/OP AGG \$3,000,000.00 PERSONAL & ADV INJURY \$1,000,000.00 EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$50,000.00 MED EXP (Any one person) \$5,000.00							
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT \$1,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE				
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO							AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE				
	<input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM							GXS-043183	9/1/2016	9/1/2017	EACH OCCURRENCE \$4,000,000.00 AGGREGATE \$4,000,000.00	
	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE <input checked="" type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL										<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER EL EACH ACCIDENT \$1,000,000.00 EL DISEASE – POLICY LIMIT \$1,000,000.00 EL DISEASE – EA EMPLOYEE \$1,000,000.00	
OTHER												
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.												
CERTIFICATE HOLDER Lee County Board of County Commissioners, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials Division of Procurement 1825 Hendry Street Fort Myers, FL 33901 GCF 00 50 01 01 12			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY									

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

A.M. Best Rating Services

The Gray Insurance Company (2)

A.M. Best #: 002621 NAIC #: 36307 FEIN #: 720824217

Mailing Address

[View Additional Address Information](#)

P.O. Box 6202

Metairie, LA 70009-6202

[United States](#)

Web: www.grayinsco.com

Phone: 504-888-7790

Fax: 504-454-6122

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [051888 - Gray & Company, Inc.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A- (Excellent)
Financial Size Category:	VIII (\$100 Million to \$250 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 09, 2016
Initial Rating Date:	June 30, 1987

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a-
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 09, 2016
Initial Rating Date:	June 19, 2007

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Valenta

Senior Director: Gregory T. Williams

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1987.

Financial Strength Rating

Effective Date

Rating



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
CROWDER-GULF JOINT VENTURE, INC.

Filing Information

Document Number	P02000095020
FEI/EIN Number	01-0626019
Date Filed	09/03/2002
State	FL
Status	ACTIVE

Principal Address

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Changed: 03/20/2007

Mailing Address

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Changed: 03/20/2007

Registered Agent Name & Address

HALL, ERIC
927 GRAND RESERVE DRIVE
DAVENPORT, FL 33837

Name Changed: 03/20/2007

Address Changed: 03/20/2007

Officer/Director Detail

Name & Address

Title MR.

RAMSAY, JOHN PRES
5435 BUSINESS PARKWAY
THEODORE, AL 36582

Title MS.

RAMSAY, ASHLEY VP

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Annual Reports

Report Year	Filed Date
2014	04/08/2014
2015	01/09/2015
2016	02/11/2016

Document Images

02/11/2016 – ANNUAL REPORT	View image in PDF format
01/09/2015 – ANNUAL REPORT	View image in PDF format
04/08/2014 – ANNUAL REPORT	View image in PDF format
01/06/2013 – ANNUAL REPORT	View image in PDF format
03/12/2012 – ANNUAL REPORT	View image in PDF format
04/12/2011 – ANNUAL REPORT	View image in PDF format
03/01/2010 – ANNUAL REPORT	View image in PDF format
04/15/2009 – ANNUAL REPORT	View image in PDF format
02/13/2008 – ANNUAL REPORT	View image in PDF format
03/20/2007 – ANNUAL REPORT	View image in PDF format
04/17/2006 – ANNUAL REPORT	View image in PDF format
04/29/2005 – ANNUAL REPORT	View image in PDF format
04/30/2004 – ANNUAL REPORT	View image in PDF format
03/07/2003 – ANNUAL REPORT	View image in PDF format
09/03/2002 – Domestic Profit	View image in PDF format



Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.lee.gov/procurement

- John E. Manning
District One
- Cecil L Pendergrass
District Two
- Larry Kiker
District Three
- Brian Hamman
District Four
- Frank Mann
District Five
- Roger Desjarlais
County Manager
- Richard Wm. Wesch
County Attorney
- Donna Marie Collins
Hearing Examiner

DATE November 30, 2016
SOLICITATION NO.: RFP160257LAC

SUBJECT: ADDENDUM NUMBER 1

REFERENCE: Disaster Recovery Services for Lee County

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

1.	P. 17 states that there is a 30 page limited excluding Required Forms and dividers. Will normal submittals such as Cover letter, Signing Authority, Table of Contents, States Licenses, Bank Reference Letter and Sample Insurance Certificate count towards the page limit?
Answer	Yes, the items described will count towards the page limit.

2.	P. 17 states "More than one section is permitted on one page unless otherwise indicated below". Does this mean that two tabs could be combined? For example: Would we put the Introduction and Description of Firm tabs within a tab marked "Tab 1 and 2". If so, I do not see where any tab indicates that it must be separated from another tab. Are there any particular sections that cannot be within the same tab?
Answer	Two tabs may be combined and should be appropriately marked. (E.G.: Tab 1 & Tab 2)

3.	Tab 3 Experience and References says "Separate, and in addition to, the experience described above, the Proposer shall provide written documentation indicative of experience in Disaster Recovery projects for a city or county government, with populations exceeding 100,000 completed within the last fifteen (15) years of this proposal, and typical in scope & type of events which occur in Florida". Since this section is marked separate, does this mean it needs to be on a separate page than first two bullets under Tab 3 Experience and References?
Answer	There is not a requirement that this point be provided on a separate page. "Separate" in this context is used to indicate and emphasize the experience / project examples being provided shall be different than those provided within the previous bulleted request.

4.	P. 17 Tab 3 Experience and References: Are the two bullet points regarding project experience required to be in the Executive Summary or in addition to it?
Answer	The two bullet points regarding project experience should be in addition to the Executive Summary.

5.	P. 18 Tab 4 Company Resources: Facilities, Equipment, & Personnel: Will the required equipment list be counted towards the page limit?
Answer	Equipment list will count towards the page limit.
6.	P. 19. Tab 6 Financial Stability: Will the required litigation and bonding capacity letter be counted towards the page limit?
Answer	Litigation and bonding capacity letter will count towards the page limit.
7.	Will any addenda issued be counted towards the page limit?
Answer	Addenda will not count towards the page limit.

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.


 Procurement Analyst
 Lee County Procurement Management



**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Request for Proposal (RFP) (Non-CCNA)

Solicitation No.:	RFP 160257LAC		
Solicitation Name:	Disaster Recovery Services for Lee County		
Open Date/Time:	12/7/2016	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Lindsay Cepero	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	LCepero@leegov.com
Requesting Dept.	Solid Waste		

Pre-Solicitation Meeting:	
Type:	<u>No meeting scheduled at this time</u>
Date/Time:	<u>N/A</u>
Location:	<u>N/A</u>

All solicitation documents are available for download at
www.leegov.com/procurement



Notice to Contractor / Vendor / Proposer(s)
RFP 160257LAC, Disaster Recovery Services for Lee County

REQUEST FOR PROPOSAL (RFP NON-CCNA)

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for

RFP 160257LAC, Disaster Recovery Services for Lee County

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Wednesday, December 7, 2016

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

There will be no Pre-proposal Conference for this RFP

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Lindsay Cepero, LCepero@Leegov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

**WWW.LeeGov.Com/Procurement is the County's official posting site*

Terms and Conditions Request for Proposal

1. RESPONSES RECEIVED LATE

- 1.1. It shall be the proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
- 1.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer's request and expense.
- 1.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

2. DEFINITIONS

- 2.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 2.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 2.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 2.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 2.5. **County:** Refers to Lee County Board of County Commissioners.
- 2.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 2.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 2.8. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 2.9. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 2.10. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

3. ORDER OF PRECEDENCE

- 3.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 3.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 3.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 3.1.3. Special Conditions and Supplemental Instructions
 - 3.1.4. Detailed Scope of Work
 - 3.1.5. These Terms and Conditions

4. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 4.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 4.1.1. Lee County Procurement Policy Manual

- 4.1.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
- 4.1.3. Florida Statutes Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 4.2. **Local Business Tax:** If applicable, provide with proposal.
- 4.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

5. RFP – PREPARATION OF PROPOSAL

- 5.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
- 5.2. The envelope shall include:
 - 5.2.1. One (1) original hard copy of the proposal submittal, manually signed by an authorized representative.
 - 5.2.2. Six (6) electronic CD ROM or flash drive sets of the proposal submittal
 - 5.2.2.1. One single adobe PDF file and should be copied in the same order as the original hard copy.
 - 5.2.2.2. Limit the color and number of images to avoid unmanageable file sizes.
 - 5.2.2.3. Use a rewritable CD or flash drive and do not lock files.
- 5.3. **Submission Format:**
 - 5.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
 - 5.3.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 5.3.3. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD or Flash drive.
 - 5.3.4. Should not contain links to other Web pages.
- 5.4. **Preparation Cost:**
 - 5.4.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

6. PROPOSER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.

- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the proposal is due.**
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a

substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.

- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
 - 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
 - 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
16. ANTI-LOBBYING CLAUSE (Cone of Silence)
- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non-responsible.**
17. DRUG FREE WORKPLACE
- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.
18. MINORITY BUSINESS ENTERPRISE (MBE's) OR DISADVANTAGED BUSINESS ENTERPRISE (DBE's)
- 18.1. The County encourages the use of Minority and/or Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity and Florida Department of Transportation respectively.
19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, that furnishing services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status.
 - 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
 - 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not

award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

20.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

21. SUB-PROPOSER/CONSULTANT

21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:

22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.

22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.

22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.

22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.

22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).

23.2. **Evaluation Meeting(s):**

23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.

23.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.

23.2.3. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.

23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

24. RFP – TIEBREAKER

24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.

24.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place

rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th rank, will be counted until the tie is broken.

- 24.1.2. Step 2: At the conclusion of step 1 if all is equal, the local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
- 24.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, Florida Statutes, shall be deemed the first ranked proposer.
- 24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

25. RFP – EVALUATION/ SELECTION COMMITTEE

- 25.1. The selection of a Construction Manager at Risk (CMAR) shall be by a Selection Committee consisting of five (5) staff representatives, as a minimum, from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting in a short-list of at least three (3) Proposers/Firms to be interviewed.

26. WITHDRAWAL OF PROPOSAL

- 26.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 26.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 26.3.1. The proposer acted in good faith in submitting the proposal,
 - 26.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

27. PROTEST RIGHTS

- 27.1. Any proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 27.2. “Decisions” are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 27.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 27.4. In order to preserve your right to protest, you must file a written **“Notice Of Intent To File A Protest” with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
 - 27.4.1. The notice must clearly state the basis and reasons for the protest.

27.4.2. The notice must be physically received by the Procurement Management Director with in the required time frame. No additional time is granted for mailing.

27.5. To secure your right to protest you will also be required to post a **“Protest Bond”** and file a written **“Formal Protest”** document within 10 calendar days after the date of **“Notice of Intent to File a Protest”** is received by the Procurement Management Director.

27.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**

28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

28.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

29. CONTRACT ADMINISTRATION

29.1. Designated Contact:

29.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

29.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

29.2. RFP – Term:

29.2.1. The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an “as needed basis” for a **three (3) year period**. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for **three (3), additional one (1) year periods**. The County’s performance and obligation to pay under this contract and any applicable renewal options is contingent upon appropriation of funds.

29.3. RFP – Basis of Award:

29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

29.4. Agreements/Contracts:

29.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

29.5. Records:

29.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule.

29.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

29.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

29.6. Termination:

29.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)

29.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

29.6.5. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

29.6.6. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

29.6.7. Contractor has engaged in business operations in Cuba or Syria;

29.6.8. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

30. WAIVER OF CLAIMS

30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

31. LEE COUNTY PAYMENT PROCEDURES

31.1. All vendors are requested to mail an original invoice to:

**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**

31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

31.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

31.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

32. INSURANCE (AS APPLICABLE)

32.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

33. LIQUIDATED DAMAGES (CONSTRUCTION)

33.1. Proposers here by agrees, if this proposal is accepted, to commence work under this project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all work on the project within the contract time stipulated. The Proposer further agrees to pay the determined dollar amount in the liquidated damages for each consecutive calendar day beyond final completion of work is delayed.

33.1.1. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD.)

33.1.1.1. Liquidated damages will be based on the entire project amount per calendar day using the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

OR

33.1.1.2. Liquidated Damages amount to be based on the following formula:

“Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD)”

The successful Proposer shall be liable to the County for per diem liquidated damages in the amount of \$TBD, for each calendar day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

END OF SECTION

Major Insurance Requirements

Minimum Insurance Requirements:

Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
 - Lee County Board of County Commissioners
 - P.O. Box 398
 - Fort Myers, Florida 33902
 - b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

END OF SECTION

SPECIAL CONDITIONS

1. LOCAL VENDOR PREFERENCE EXCLUSION:

1.1 Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contain herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

2. SHIPPING

2.1 Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposers responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

2.2 The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

3. COPYRIGHTED MATERIAL

3.1 Copyrighted material will be accepted as part of a proposal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore such material will be subject to viewing by the public.

END OF SECTION

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY**

1. GENERAL SCOPE OF WORK

1.1 The Lee County Board of County Commissioners is requesting proposals from qualified firms, hereafter referred to as Contractor, to establish a pre-need, pre-position contract for a variety of disaster recovery related services for Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed.

1.2 Services shall include, but are not limited to: large scale debris removal, separation, staging and disposal, demolition work, construction and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scope as describe herein.

2. DEFINITIONS

- **Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site
- **DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

3.1 The contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County's emergency management and recovery personnel at no additional charge to the County.

3.2 The contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.

3.3 The selected contractor(s) shall be responsible for knowledge and compliance with all federal, state and local laws, rules, practices, and regulations. The contractors shall be familiar with the County's approved debris management plan.

3.4 No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

3.5 **DEAD ANIMALS:** Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Contractor to remove and lawfully dispose of under this contract.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

4.1 When a major disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will

generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.

- 4.2 The County upon contacting the Contractor will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor will also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.
- 4.4 The Contractor will be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the contractor shall be available for technical assistance to determine which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR:

- 5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each Contractor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of the each hurricane season, the successful contractor(s) will meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

6. PROPOSAL SECURITY

- 6.1 Due to the nature of this RFP and in accordance with FEMA standards, a bid bond is not necessary.

7. PERFORMANCE AND PAYMENT BOND

- 7.1 The County reserves the right to require the Contractor to furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

END OF SECTION

PROPOSAL DETAILS & REQUIREMENTS
For
RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with tabs or section dividers/indicators to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers.
- 1.2 Submittal package may not exceed **30 pages** printed single-sided, **excluding required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

TAB 1: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)

TAB 2: Description of Firm

- How many years has proposer been in business under present name?
- Under what other former names has your organization operated?
- Proposed responsible office location.
- How many full-time employees are assigned to responsible office?

TAB 3: Experience & References

- Proposer shall provide an Executive Summary, limited to 3 pages, to be written in non-technical language that summarizes the Proposer's overall capabilities, approaches for accomplishing the services specified herein, and demonstrates the proposer has had a minimum of five (5) years of successful experience and is primarily engaged in year-round debris management services similar to those outlined in this solicitation and typically performed in federally declared events experienced in Florida.
- Proposer shall provide written documentation describing similar Disaster Recovery projects that it has successfully completed within the last ten (10) years of this proposal. **A minimum of five (5) projects** shall be provided and the proposer must provide sufficient enough detail to allow the evaluation committee to easily determine whether the work is similar and comparable to disaster events typical to Florida and the scope of work being requested within this RFP document.
 - a. Project example information should include:
 - i. Project Name
 - ii. Description of Project
 - iii. Dates of Services
 - iv. Contract Award Amount
 - v. Estimated volume of debris removed (In CY)
 - vi. Client Name
 - vii. Client Point of Contact
 - viii. Client Phone Number
 - ix. Client Email Address
- Separate, and in addition to, the experience described above, the Proposer shall provide written documentation indicative of experience in Disaster Recovery projects **for a city or county government**, with populations exceeding 100,000, completed within the last fifteen (15) years of

this proposal, and typical in scope & type of events which occurs in Florida. **A minimum of two (2) projects** shall be provided and details included shall **indicate daily operational capacity in cubic yards removed per day and total amount of debris processed in cubic yards.**

- a. Project example information should include:
 - i. Project Name
 - ii. Description of Project
 - iii. Dates of Services
 - iv. Contract Award Amount
 - v. Daily Operational Capacity (*Amount of CY removed per day*) (In CY)
 - vi. Estimated total volume of debris removed (In CY)
 - vii. Agency Name
 - viii. Agency Point of Contact
 - ix. Agency Phone Number
 - x. Agency Email Address

- Proposer shall provide a complete list of all **current** contractual clients within the state of Florida.
 - a. This list shall include:
 - i. Client Name
 - ii. Client Contact Information
 - Point of Contact Name, Phone, Email
 - iii. Brief Description of Contract
 - iv. Effective/Start Date of Contract
 - v. Expiration Date of Contract
 - vi. Amount or Estimated Amount of contract award

TAB 4: Company Resources: Facilities, Equipment, & Personnel

- Proposer must provide a list of **facilities, equipment, and personnel** available to do the work proposed.
 - Proposer must state how these resources will be sufficient to handle the proposer's total workload including other non-Lee County projects and sufficient for periods of prolonged activation.
- Provide a detailed description of the firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of proposed project management team to be assigned to the Lee County contract. **Resumes are not included within page restrictions, but should be limited to one (1) page per person.**

TAB 5: Company Capabilities

- Proposer shall provide a Work Plan demonstrating the firm's grasp of the scope of service required for a declared emergency disaster assistance, and the firm's ability to adapt to changing conditions during a recovery project. This Work Plan shall be inclusive of the below specifications:
 - ◆ Provide details and/or demonstrate the firm's experience with the following items;
 - Ability to establish, operate, and remediate DMS sites; including environmental and regulatory experience.
 - Data management and tracking system; including ADMS.
 - Ability to work with different accounting and tracking systems.
 - Communications systems.
 - Ability to mobilize recovery teams and full scale recovery efforts in a timely manner.

- The removal of hazardous and special debris/waste.
- Community relations (public meetings, public outreach, media, etc...)
- ◆ Proposer shall demonstrate their ability to be fully operational in providing all services required within 48 hours of initial notice to proceed, depending upon the service(s) requested.
- ◆ Proposer shall detail their ability to maintain full operational capability (12 hours a day, seven days a week) for an extended period.
- ◆ Proposer shall indicate clearly the scope of services to be performed by subcontractors or other third parties hired by the Proposer.

TAB 6: Financial Stability

- Proposer must demonstrate financial stability sufficient for the Evaluation Selection Committee to conclude Proposer has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures.
- The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings.
- Proposer must include a copy of the most recent annual financial report/annual audit, independent certified audit, Dunn & Bradstreet report, or 10K or the most recent 10Q, if appropriate. **Financial reports must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.**
Financial report documents are not included within page restrictions, but should be limited as possible to five (5) pages.
- The Proposer shall provide a summary of all litigation cases exceeding \$100,000.00 that the Proposer has been a party to during the past five (5) years (whether settled privately or in court) which is related to the Services that the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome, or projected outcome, and the monetary amounts involved
- The Proposer shall provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being proposed.
- The proposer shall provide a listing of any penalties, fines, or settlements exceeding \$10,000.00 for any acts related to environmental regulations and levied by a state or federal agency during the past ten (10) years of providing debris management services.
- Proposer must provide a letter of bond-ability from your firm's Surety, on their letterhead or equivalent, specifying and confirming your firm's bonding capability.
- **Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute's financial statement exemption only applies to submittals in response to a solicitation for a "public works" project as provided for in Section 119.071(1)c. This solicitation is not for "public works" project.**

TAB 7: Required Forms

- Forms 1- 10

TAB 8: Price Scoring:

- The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points.

- For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$ 150,000.00 / \$160,000.00 = .9375$; $.9375 \times 25 = 23.4375$
- Pricing of worksheet A, *Core Services* is the only pricing to be utilized for evaluation purposes, however pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals.

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	EXPERIENCE & REFERENCES (TAB 3)	25
2	COMPANY RESOURCES: FACILITIES, EQUIPMENT, & PERSONNEL (TAB 4)	25
3	COMPANY CAPABILITIES (TAB 5)	20
4	FINANCIAL STABILITY (TAB 6)	10
5	PRICING (TAB 8)	20
TOTAL POINTS		100

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, November 4, 2016	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, December 7, 2016	Prior to 2:30 PM
First Committee Meeting & Discussion	TBD	TBD
Notify Shortlist Selection via e-mail (If applicable)	TBD	N/A
Final Scoring/Selection Meeting (If applicable)	TBD	TBD

Additional notes on Submission Schedule:

- *Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.*
- *Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.*
- *Unless otherwise stated, location of all openings and meetings will take place at 1500 Monroe Street, Fort Myers, FL 33901 – 4th Floor Procurement Management.*

4. RFP – SELECTION PROCEDURE

- 4.1 The selection will be made in accordance with Lee County Procurement Policy. Some of all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

- 4.2 The County reserves the right to complete a recommendation for award after the initial evaluation meeting is held and proposals reviewed. The County additionally reserves the right, in its sole discretion, to complete an interview and/or presentation process of qualified proposers.
- 4.3 The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 4.4 If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 4.5 The Procurement Management Director reserves the right to exercise their discretion to:
 - 4.4.1 Make award(s) to one or multiple proposers;
 - 4.4.2 Make award(s) to a designated Primary and Secondary;
 - 4.4.3 Waive minor informalities in any response;
 - 4.4.4 Reject any and all proposals with or without cause;
 - 4.4.5 Accept the response that in its judgment will be in the best interest of Lee County

END OF SECTION

TECHNICAL SPECIFICATIONS

FOR

RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1.0 SERVICES

1.1 Scope of Services:

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris, including hazardous and industrial waste materials; these items and tasks are included in the bid prices provided in the schedule of values (section 7.1) and shall be provided in accordance with the Standards of Performance as set forth in Article 3 of this Contract. Emergency push, debris removal and demolition of structures will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by County. Contracted services will only be performed when requested and as designated by County via task order.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a final disposal location defined by the County, or to Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

If directed by the County. Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 3.2. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 4.5.

1.4 Right-of-Entry (ROE) Removal (if Task Authorized by County):

Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but County does not warrant that all utilities will be located before debris removal operations begin, nor does Contractor warrant that utility damages will not occur as a result of properly conducting Contracted services.

1.5 Demolition of Structures (if Task Authorized by County):

Contractor will remove structures designated for removal by and at the direction of County, in a timely manner as determined by County.

1.6 Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

1.7 Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.

1.8 Vegetative Debris Reduction:

Contractor will reduce the vegetative debris in one of two ways: burning or chipping before taking it to County designated final site(s). The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day.

1.9 Construction and Demolition (C&D) Debris Reduction:

Contractor will collect, consolidate and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.

1.10 Construction and Demolition (C&D) Debris Recycling:

When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process will be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc.

1.11 Specialized Crews:

If requested by the County, the Contractor shall provide a dedicated crew to collect specific debris piles that cause health and safety issues around hospitals, public schools or other type properties.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

Contractor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to County.

2.2 Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by County.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

Contractor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours following the execution of this Contract. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with County contract administrator. The Contractor shall also consider locating this representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Contractor shall also provide reports on debris removal operational progress as requested.

3.2 Mobilization:

The Contractor shall have sufficient equipment and forces in Lee County within 4 days of "notification to proceed" to begin removal operations at an initial rate of 3,000 cy per day and increasing that rate, after the sixth day, by a minimum of 3,000 cy each day, building to a consistent, minimum daily rate of 50,000 cy of debris collected. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

3.3 Time to Complete:

Contractor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

3.4 Completion of Work:

Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

4.0 GENERAL RESPONSIBILITIES

4.1 County Obligations:

County shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist County with the development of debris management PSAs, if so requested.

4.2 Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

4.3 Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have

full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

4.4 Damages by Contractor:

Contractor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Contractor should repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. County shall make the determination of whether "negligence" has occurred.

4.5 Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Contractor's Ownership of Debris:

Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Contractor's Disposal of Debris:

Unless otherwise directed by County, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

4.8 Debris Management Site (DMS):

4.8.1: Site Setup

Prior to beginning operation at a debris management site, the condition of the site shall be photographed or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass through cost.

4.8.2: Site Operation:

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

4.8.3: Site Remediation

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 4.4.

4.8.4: Site Security

Contractor shall supply 24hour per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur.

Unauthorized debris shall become the responsibility of the contractor and must be disposed of lawfully and without additional costs to the County.

4.8.5 Debris Management Site (DMS)

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of the each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility.

Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

4.8.6 DMS Debris Removal Operations Plan and Environmental Protection Plan

This plan is to address site setup, pre-use activities, post-use activities and operational activities the plans will include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.

4.8.7 Three (3) copies of the plan are required.

The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

4.8.8 All debris shall be processed in accordance with local, State and Federal law, standards, and regulations.

Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

4.8.9 Generated Hazardous Waste Abatement

Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

4.8.10 Debris Disposal

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. Unless otherwise directed by the County, the Contractor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

4.8.11 Assist Debris Monitoring Consultant in the following:

- Monitoring multiple contractors and multiple trucks delivering materials to the DMS.

- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck’s manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g. conduct final inspections and issue closeout reports.

4.9 Training:

Contractor shall provide annually a minimum of one (1) day consisting of up to eight (8) hours of on-site, pre-strike training of County field and supervisory personnel.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by Contractor’s crews shall be only as directed by County and will be limited to properties located within the County’s jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

5.2 Multiple, Scheduled Passes:

Contractor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 3.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed; e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractor’s responsibility and repaired at no additional cost to the County as outlined in section 4.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

Contractor shall submit to County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County’s Debris Monitoring Contractor, and Contractor representatives at a County designated location. A standard measurement form certifying actual physical

measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred.

Any vehicle may at anytime be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads, and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring contractor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling will have and use a County / Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the contractor when any changes occur at all DMS sites.

5.6 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will regularly survey the primary transportation routes used by Contractor & its subs and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Contractor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

5.8 Work Days/Hours:

Contractor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to work days and/or work hours shall be as directed by County following consultation and notification to Contractor.

5.9 Hazardous and Industrial Wastes:

Contractor shall provide within 90 days of execution of this contract, their Hazardous and Industrial Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate, and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate, and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined in section 2.3.1.

5.10 Stumps:

All eligible stumps authorized by the County shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

The Contractor shall backfill the hole left from stump extractions.

A stump will be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24” in diameter as measured 24” above the ground.

FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

Reduction costs of stumps shall be included in the debris processing costs established in the pricing template.

5.12 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives will, at all times, have access to all

work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term “government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.15 Retention of Collection Equipment:

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Contractor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.

5.16 Chain Saw Crews:

Crews shall work only as directed by task order by the County; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.

5.17 Hazardous Trees:

Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6”) or greater, and one of the following criteria is met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal.

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.18 Hanging Limbs:

Limbs, authorized as eligible for reimbursement by the County must be:

- Located on improved public property
- Greater than two inches (2”) in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.19 Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment are discouraged and may be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These “hand loaders” must remove all eligible debris as outlined in section 3.4. All equipment must be capable of self-

unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

6.0 REPORTS, CERTIFICATIONS, and DOCUMENTATION

6.1 Accountable Debris Load Forms:

County and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Contractor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA of other regulations must be documented on each load ticket
- The Contractor shall submit all original load tickets to the County

The Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring contractor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database where applicable.

6.2 Reports:

Contractor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but are not limited to:

6.2.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by County.

6.2.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or government.

6.3 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

Contractor will maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. COUNTY may unilaterally cancel this contract for refusal to comply with this provision.

7.0 UNIT PRICES and PAYMENTS

(See Attachment - Schedule of Value) - Section A - D

7.1 Core Services, Stumps, Hazardous Limbs & Tree Removal

(See Attachment - Schedule of Value) - Section A

7.2 Specialty Removal & Restoration

(See Attachment - Schedule of Value) - Section B

7.3 Specialized Labor & Work Crews

(See Attachment - Schedule of Value) - Section C

7.4 Equipment

(See Attachment - Schedule of Value) - Section D

7.5 Billing Cycle:

Contractor shall invoice County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Electronic copies of supporting documentation may be used if approved by the County.

7.5 Ineligible Work:

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or government agency as ineligible debris and for which the Contractor was not formally authorized to perform by the County.

7.5.1 Eligibility Inspections:

Contractor and County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as set out in Section 1.1 of this Contract.

7.5.2 Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, e.g. debris collected from private property or not at the request of the County or its representatives, the load will be directed to an alternate disposal or processing facility. No payment will be approved and Contractor will not invoice County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

7.6 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Sections 7.1 and 7.2 of this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.

7.7 Specialized Services:

Contractor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

END OF SECTION

**SUPPLEMENTARY CONDITIONS
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

1. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

1.1 The County, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

1.2 If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the Contractor.

2. EQUAL EMPLOYMENT OPPORTUNITY:

2.1 During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. **CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):**

- 3.1 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40
- 3.2 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **CLEAN AIR ACT & FEDEARL WATER POLLUTION CONTROL ACT**

- 4.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

5. **ENERGY POLICY AND CONSERVATION ACT**

- 5.1 Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6. **SUSPENSION AND DEBARMENT**

- 6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 6.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 6.3 This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart

C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

7. BYRD ANTI-LOBBYING AMENDMENT

7.1 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. RECORDS

8.1 Contractor shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

8.2 Contractor shall retain all records associated with contract for three (3) years after final payments and all other pending matters are closed.

9. RECOVERED MATERIALS

9.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

10. REMEDIES

10.1 In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

10.1.1 Withhold or suspend payment of all or any part of a request for payment.

10.1.2 Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

10.1.3 Exercise any corrective or remedial actions, to include but not be limited to:

- requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or

- requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

10.2 Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, 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 Contractor.

END OF SECTION

LEE COUNTY DOCUMENT MANAGEMENT FORM
Invitation to Bid
RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

These forms are required and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. The original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

FORM #	TITLE / DESCRPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Proposal Form	Required	
1b	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Not Applicable	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
8	Trench Safety	Not Applicable	
9	Bid Bond	Not Applicable	
10	Certification Regarding Lobbying	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

It is the Bidder's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within you submission package.

It is the Bidder's responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 12/7/2016

SOLICITATION IDENTIFICATION: RFP160257LAC

SOLICITATION NAME: Disaster Recovery Services for Lee County

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or engaged in a Boycott of Israel (Beginning October 1, 2016), or been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form)

Business Relationship NOT Applicable

- 4 Minority / Disadvantaged Business Enterprise proposer? If yes, attach a current certificate. Yes No
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County. Attach separate page if necessary.
- 6 Are there any modifications to the solicitation or specifications? Yes No

Modifications:

****No modifications are permitted for this project. Any request for modifications must be submitted 8 days Prior to closing. The County reserves the right to accept or reject any modifications at its sole discretion.**

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Authorized Representative's Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Form 1a – Proposal Form



Lee County Procurement Management
PROPOSAL FORM

Company Name: _____

Solicitation # RFP160257LAC Solicitation Name Disaster Recovery Services for Lee County

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience, however it is the Contractor’s responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

BID SCHEDULE:

The Bid Schedule excel workbook contains four (4) bid schedules in total; each placed on a separate tab. Pricing of worksheet A, *Core Services* is the only pricing to be utilized for evaluation purposes, however pricing across all four worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals. Any modifications in pricing or Bid Schedule items must be approved in writing from the Lee County Procurement Management Office.

For a multi-year contract, the prices shown in table 7.1 would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CWUR0300SAO) is the established index.

Contractor(s) must provide pricing for all line items listed for all four (4) Bid Schedule worksheets. Failure to complete the Bid Schedule Workbook in its’ entirety may deem your firm as non-responsive.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

PRICING:

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified herein.

TERM:

The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an “as needed basis” for a three (3) year period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods. The County’s performance and obligation to pay under this contract and any applicable renewal options is contingent upon appropriation of funds.

Form 2 – Affidavit Certification of Immigration Laws



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP160257LAC SOLICITATION NAME: Disaster Recovery Services for Lee County

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 Reference Survey

Lee County Procurement Management



REFERENCE SURVEY
 Solicitation: RFP160257LAC, Disaster Recovery Services for Lee County
 A minimum of 3 are requested

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date:	
PHONE #:	_____	Total # Pages: 1	
FAX #:	_____	Phone:	Fax:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	_____
Summarize Scope:	_____		

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4

Reference Name (Print Name) _____

Please submit non-Lee County employees as references

Reference Signature _____



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Form 5 - Affidavit Principal Place of Business - NOT APPLICABLE



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒
Authorized Signature _____

Date _____

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20____, _____ who has produced

_____ as identification (or personally known)
Type of ID and number

⇒
Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

Form 6-Sub-contractor List



LEE COUNTY
SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified MBE / DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Minority / Disadvantaged Business Enterprise (**MBE / DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
 (Print name of the public entity)

by _____
 (Print individual's name and title)

for _____
 (Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Public Entity Crime Form

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 20__.

(NOTARY PUBLIC)

My Commission Expires: _____

Form#8: Trench Safety - NOT APPLICABLE

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

 (Signature)

 (Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

 (signature line for notary public)

 (name of notary typed, printed or stamped)

 (title or rank)

 (serial number, if any)

My commission expires:

Form 9: Bid Bond - NOT APPLICABLE

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF _____ for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

_____ (SEAL)
(Principal)

(By) _____

Printed Name

Witness as to Surety:

_____ (SEAL)
(Surety's Name)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

Form 10 - Anti-Lobbying Certification

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

Sealed Proposal Label


Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP160257LAC
SOLICITATION TITLE:	Disaster Recovery Services for Lee County
DATE DUE:	Wednesday, December 7, 2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Lee County Procurement Management 1500 Monroe Street, 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 9/6/2016				
PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
COMPANIES AFFORDING COVERAGE						
INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675	COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D					
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGI-074127	9/1/2014	9/1/2017	GENERAL AGGREGATE	Unlimited
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS – COMP/OP AGG	\$3,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$50,000.00
					MED EXP (Any one person)	\$5,000.00
A	AUTOMOBILE LIABILITY	XSAL-075123	9/1/2014	9/1/2017	COMBINED SINGLE LIMIT	\$1,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-043183	9/1/2016	9/1/2017	EACH OCCURRENCE	\$4,000,000.00
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$4,000,000.00
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-070843-FL3	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE				<input checked="" type="checkbox"/> INCL	<input type="checkbox"/> EXCL
					EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE – POLICY LIMIT	\$1,000,000.00
					EL DISEASE – EA EMPLOYEE	\$1,000,000.00
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.						
CERTIFICATE HOLDER				CANCELLATION		
City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, FL 34135				In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
				AUTHORIZED REPRESENTATIVE 		
GCF 00 50 01 01 12				THE GRAY INSURANCE COMPANY		

Louisiana certificate form:
LDI COI 280990 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

**Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com**

John Ramsay
President – Director
jramsay@crowdergulf.com

Ashley Ramsay-Naile
Chief Operating Officer
646-872-1548 Cell
aramsay@crowdergulf.com

John Campbell
Regional Director
859-963-8672 Cell
jcampbell@crowdergulf.com

Buddy Young
Regional Director
940-597-4252 Cell
byoung@crowdergulf.com

Margaret R. Wright, Ph. D.
Senior Manager
251-604-6346 Cell
mwright@crowdergulf.com

REQUESTED MOTION: Approve resolution confirming the selection committee’s recommended ranking and authorize staff to negotiate with the top ranked consultant, Pegasus Engineering, LLC for the CDBG-DR Grant Management Services (RFQ# 21-04)

REQUESTOR: Matt Feeney, Assistant City Manager; Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection and 5) Community Aesthetics

BACKGROUND: Staff issued a Request for Qualifications (RFQ# 21-04) on February 10, 2021 for Grant Management Services for the Community Development Block Grant – Disaster Recovery (CDBG-DR) projects. The submittal deadline was March 11, 2021. The City received five (5) proposals on March 11, 2021.

The Selection Committee (Tony Backhurst, Code Enforcement Director; Elly McKuen and Joel Langaney Senior Project Managers with City Public Works) met on April 6 and 8, 2021, heard presentations, evaluated submittals, and recommended the following recommended ranking: 1) Pegasus Engineering, LLC 2) Guardian Community Resources Management, Inc., 3) Neris, LLC, 4) Excel Contractors and 5)Calyptus Consulting Group.

The attached resolution confirms the ranking and authorized staff to negotiate with the top ranked consultant, Pegasus Engineering, LLC. In the event that an agreement cannot be reached with the top-ranked consultant, staff would proceed with the next ranked consultant.

STAFF RECOMMENDATION: Approve resolution confirming the selection committee’s recommended ranking and authorize staff to negotiate with the top ranked consultant, Pegasus Engineering, Inc., for the CDBG-DR Grant Management Services (RFQ #21-04)

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney, Assistant City Manager

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21-

RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE A CONTRACT FEE WITH THE TOP RANKED FIRM, PEGASUS ENGINEERING, LLC FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY GRANT MANAGEMENT SERVICES, UPON APPROVAL OF THE DOCUMENTS BY THE CITY ATTORNEY.

WHEREAS, on February 10, 2021, the City advertised for Request for Qualifications (RFQ 21-04) for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant Management Services , and

WHEREAS, on March 11, 2021, the City received five (5) proposals from the following:

Consultant	Consultant
1) Pegasus Engineering, LLC	4) Excel Contractors, LLC.
2) Guardian Community Resource Management, Inc.	5) Calyptus Consulting Group, Inc.
3) Neris, LLC	

WHEREAS the Selection Committee met on April 6 and 8, 2021 to evaluate, hear presentations, and recommend the selection of all five (5) consultants.

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

Section 1. That the Selection Committee, after careful consideration, unanimously recommended Pegasus Engineering, LLC. as the top ranked firm to complete the CDBG-DR Grant Management Services.

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 21st day of April 2021.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's office

Vote:

Forbes
Gibson
Quaremba
Corrie

Steinmeyer
Carr
Purdon

Date filed with City Clerk: _____

REQUESTED MOTION: Presentation and review of the February Monthly Financial Report

REQUESTOR: Anne Wright and Lisa Roberson, Finance Director

AGENDA: Presentations

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached February 28, 2021 monthly financial report.

STAFF RECOMMENDATION:

Receive presentation and report.

ATTACHMENTS:

1. February Monthly Financial Report

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Lisa Roberson

Council Action: Approved ___ Denied ___ Deferred ___ Other _____



CITY OF BONITA SPRINGS MONTHLY FINANCIAL REPORT

February 28, 2021

GENERAL FUND OVERVIEW

Financial Highlights of the General Fund for the Five Months ended February 28, 2021

- Total FY 2021 Revenues as of February 28, 2021 **are greater than** the FY 2020 Revenues as of February 29, 2020 by \$289,146 representing a 2.4% increase from FY 2020. This variance is the net effect of a decrease from FY 2020 in Other Revenues in the amount of \$106,717, offset by an increase over FY 2020 in Taxes of \$292,445.
- Total FY 2021 Revenues collected for the five months ended February 28, 2021 are 62.25% of the total Revenues budgeted for FY 2021. A significant amount of the property tax revenue is collected during the months of November and December, at which time the collected revenues percentage is historically about 45% of the budgeted amount.
- Total FY 2021 Expenditures as of February 28, 2021 are **less than** FY 2020 Expenditures as of February 29, 2020 by \$412,986, primarily due to Transportation expenditures being lower than the prior year by \$392,799. The Transportation costs in the prior year included drainage management costs above the amount that has been incurred in the first five months of FY 2021.
- Total FY 2021 Expenditures for the five months ended February 28, 2021 are 29.61% of the Total Expenditures budgeted for FY 2021.
- FY 2021 Transfers In as of February 28, 2021 are \$2,385,226 less than FY 2020 Transfers In for the five months ended February 29, 2020. In FY 2020, there was a budgeted transfer into the General Fund of the accumulated Local Communications Services Tax and Electricity Franchise Fees from the Debt Service Fund.
- FY 2021 Transfers Out to Other Funds as of February 28, 2021 are \$1,518,540 **greater than** the FY 2020 Transfers Out for the five months ended February 29, 2020. These transfers were to fund Capital Improvement Projects.
- FY 2021 Revenues and Transfers In **are greater than** FY 2021 Expenditures and Transfers Out for the five months ended February 2021 by \$5,871,686. FY 2020 Revenues and Transfers In were \$9,073,320 **greater than** FY 2020 Expenditures and Transfers Out for the five months ended February 29, 2020, which includes the transfer in as mentioned above.

A General Fund Summary of Revenues and Expenditures, showing a comparison to the prior year, is attached. Also attached is a Summary of Cash balances and a Preliminary Summary of the Fund Balance as of September 30, 2020, presented by fund.

General Fund	FY 2021				FY 2020	FY 2021 Actual Over (Under) FY 2020 Actual
	Amended Budget	YTD Actual Feb. 28, 2021	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual Feb. 29, 2020	
Revenues:						
Taxes	\$ 10,314,608	\$ 8,775,085	\$ (1,539,523)	85.07%	\$ 8,482,640	\$ 292,445
Franchise Fees	2,923,256	1,001,791	(1,921,465)	34.27%	1,013,095	(11,304)
State Shared Revenue	5,431,119	1,976,620	(3,454,499)	36.39%	1,861,898	114,722
Other Revenues	1,090,005	547,018	(542,987)	50.18%	653,735	(106,717)
Total Revenues	\$ 19,758,988	\$ 12,300,514	\$ (7,458,474)	62.25%	\$ 12,011,368	\$ 289,146
Expenditures:						
General Government	\$ 6,854,720	\$ 1,941,606	\$ (4,913,114)	28.33%	\$ 1,886,004	\$ 55,602
Public Safety	2,636,644	1,169,187	(1,467,457)	44.34%	1,189,164	(19,977)
Physical Environment	372,812	22,725	(350,087)	6.10%	38,113	(15,388)
Transportation	2,931,521	601,115	(2,330,406)	20.51%	993,914	(392,799)
Economic Environment	27,550	25,000	(2,550)	90.74%	27,500	(2,500)
Human Services	156,826	5,025	(151,801)	3.20%	5,665	(640)
Culture & Recreation	2,418,295	794,827	(1,623,468)	32.87%	832,111	(37,284)
Total Expenditures	\$ 15,398,368	\$ 4,559,485	\$ (10,838,883)	29.61%	\$ 4,972,471	\$ (412,986)
Excess (deficiency) of revenues over (under) expenditures	\$ 4,360,620	\$ 7,741,029	\$ 3,380,409		\$ 7,038,897	\$ 702,132
Other Financing Sources (Uses):						
Transfers In	\$ 1,615,000	\$ -	\$ (1,615,000)	0.00%	\$ 2,385,226	\$ (2,385,226)
Transfers Out	(17,231,129)	(1,869,343)	(15,361,786)	10.85%	(350,803)	1,518,540
Total Other Financing Sources (Uses) - net	\$ (15,616,129)	\$ (1,869,343)	\$ (13,746,786)		\$ 2,034,423	\$ 3,903,766
Total Surplus (Deficit)		\$ 5,871,686			\$ 9,073,320	\$ (3,201,634)

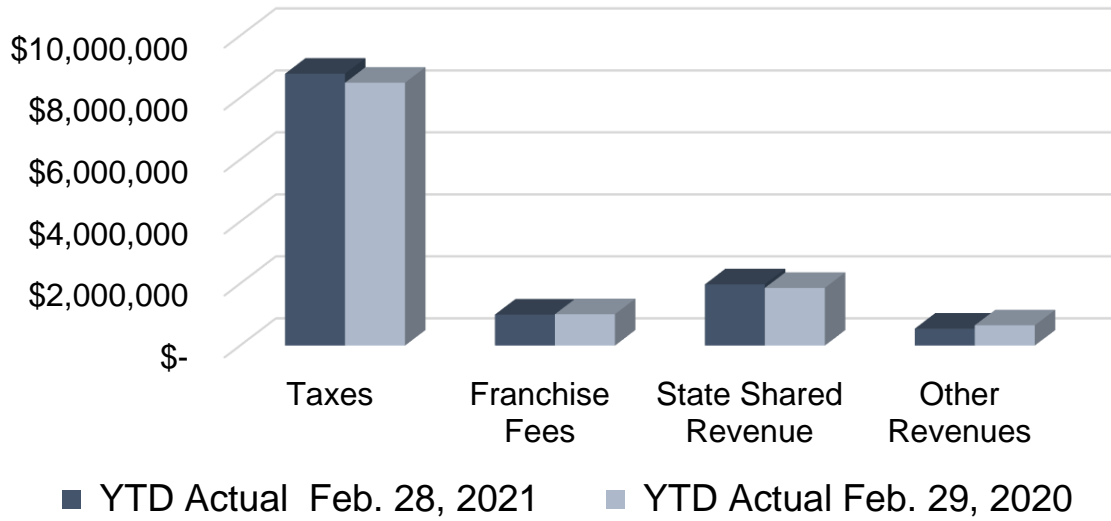
Below is the City's Cash Position as of Feb. 28, 2021, 2020 and 2019.

	Cash Balances as of		
	2/28/2021	2/29/2020	2/28/2019
Fund:			
General Fund	\$ 29,462,375	\$ 24,594,188	\$ 16,095,211
Gas Tax	4,223,398	4,144,712	3,987,538
Road Impact Fee	20,366,792	20,249,905	18,162,154
Park Impact Fee	2,752,152	3,412,579	3,444,885
Stormwater Management	2,258,437	1,387,332	-
Building Fees Fund	8,745,071	9,367,182	8,215,228
2011 Debt Fund	71,901	504,554	2,086,783
2014 Debt Fund	-	-	208,305
Downtown Revenue Sharing	600,664	300,340	-
Total Cash by Fund	\$ 68,480,790	\$ 63,960,792	\$ 52,200,104

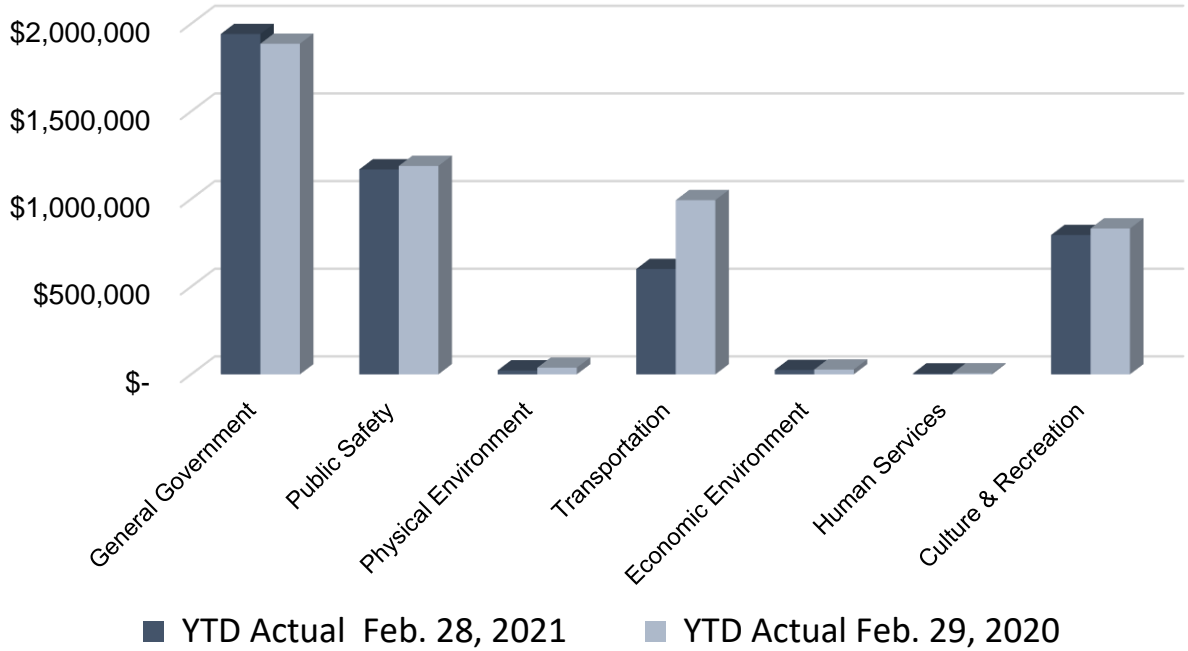
OBSERVATION:

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 Feb. 28, 2021 and Feb. 29, 2020



General Fund Expenditures as of Feb. 28, 2021 and Feb. 29, 2020



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			
Total Fund Balance as of Sept 30,2019	\$ 16,043,715	\$ 4,383,930	\$ 20,593,244	\$ 3,485,497	\$ 8,529,820	\$ -	\$ -	\$ 3,000,660	\$ 70,739	\$ -	\$ 56,107,605
FY 2020 Activity											
Revenues and Transfers In	\$ 22,400,582	\$ 1,857,249	\$ 4,318,672	\$ 457,728	\$ 2,907,611	\$ 1,626,214	\$ 1,182,168	\$ 2,177,230	\$ 1,007,130	\$ 12,576,882	\$ 50,511,466
Expenditures	(12,644,124)	(965,493)	-	-	(2,736,212)	(738,412)	-	(2,555,220)	(1,077,869)	(12,570,204)	(33,287,534)
Transfers out to:											
General Fund	-	-	-	-	-	-	-	(2,171,936)	-	-	(2,171,936)
Debt Service	-	-	(2,171,936)	-	-	-	(1,007,130)	-	-	-	(3,179,066)
Grants	(32,608)	-	-	-	-	-	-	-	-	-	(32,608)
Capital Projects	(1,743,483)	(1,466,430)	(1,750,347)	(1,295,487)	-	-	-	-	-	-	(6,255,747)
Total Fund Balance as of Sept 30,2020	\$ 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
Allocation of Fund Balance by Category:											
Nonspendable	\$ 432,086	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,086
Restricted	-	442,711	3,751,027	860,246	6,976,136	887,802	175,038	-	-	-	13,092,960
Restricted- Capital projects carry-over	-	2,178,679	15,527,773	1,787,492	1,169,700	-	-	-	-	6,678	20,670,322
Restricted - Capital outlay carry-over	-	-	-	-	9,383	-	-	-	-	-	9,383
Restricted - Subsequent Year's Budget *	-	1,187,866	1,710,833	-	546,000	-	-	-	-	-	3,444,699
Committed to:											
Capital projects carry-over	11,808,457	-	-	-	-	-	-	-	-	-	11,808,457
Capital outlay carry-over	85,151	-	-	-	-	-	-	-	-	-	85,151
Assigned:											
Disaster & Operating Reserves	5,300,000	-	-	-	-	-	-	-	-	-	5,300,000
Subsequent Year's Budget*	-	-	-	-	-	-	-	381,129	-	-	381,129
Debt Service	-	-	-	-	-	-	-	69,605	-	-	69,605
Other purposes	120,862	-	-	-	-	-	-	-	-	-	120,862
Unassigned	6,277,527	-	-	-	-	-	-	-	-	-	6,277,527
Total Fund Balance as of Sept 30,2020	\$ 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 February 28, 2021

	Special Revenue Funds										Total Governmental Funds
	General Fund	Impact Fee Funds			Grants	Building Fees	Downtown Area Revenue Sharing	Stormwater Management	Debt Service Fund	Cap Projects Fund	
		Road	Park	Gas Tax							
ASSETS											
Cash and cash equivalents	\$ 29,462,375	\$ 20,366,792	\$ 2,752,152	\$ 4,223,398	\$ -	\$ 8,745,071	\$ 600,664	\$ 2,258,437	\$ 71,901	\$ -	\$ 68,480,790
Restricted Cash	-	-	-	-	-	-	-	-	-	-	-
Receivables (net)	388,500	-	-	-	-	-	-	-	-	-	388,500
Due from other funds	298,315	-	-	-	-	-	-	-	-	-	298,315
Due from other governments	-	-	-	-	-	-	-	-	-	-	-
Advances to other funds	-	-	-	-	-	-	-	-	-	-	-
Total assets	\$ 30,149,189	\$ 20,366,792	\$ 2,752,152	\$ 4,223,398	\$ -	\$ 8,745,071	\$ 600,664	\$ 2,258,437	\$ 71,901	\$ -	\$ 69,167,604
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 16,653	\$ -	\$ -	\$ 248	\$ 544	\$ 6,973	\$ -	\$ -	\$ -	\$ -	\$ 24,418
Accrued liabilities	208,558	-	-	-	-	-	-	-	-	-	208,558
Due to other funds	-	-	-	-	298,315	-	-	-	-	-	298,315
Due to other governments	28,209	54,976	-	-	-	-	-	-	-	-	83,185
Unearned revenue	-	-	-	-	-	-	-	-	-	-	-
Total liabilities	253,420	54,976	-	248	298,859	6,973	-	-	-	-	614,476
Total fund balances, beginning of the year	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
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses for the period ended February 28, 2021	5,871,687	(677,818)	104,414	413,894	(298,859)	36,879	425,626	1,370,635	(378,833)	(6,678)	6,860,947
Fund balances as of February 28, 2021	29,895,769	20,311,816	2,752,152	4,223,150	(298,859)	8,738,098	600,664	2,258,437	71,901	-	68,553,128
Total liabilities and fund balances	\$ 30,149,189	\$ 20,366,792	\$ 2,752,152	\$ 4,223,398	\$ -	\$ 8,745,071	\$ 600,664	\$ 2,258,437	\$ 71,901	\$ -	\$ 69,167,604



General Fund Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 02/28/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	8,993,781.00	8,993,781.00	319,899.44	8,351,667.85	642,113.15
315 - Communications Services Taxes	1,295,827.00	1,295,827.00	103,192.32	417,059.95	878,767.05
316 - Local Business Taxes	25,000.00	25,000.00	1,792.26	6,356.75	18,643.25
323 - Franchise Fees	2,923,256.00	2,923,256.00	307,551.36	1,001,791.29	1,921,464.71
329 - Other Permits, Fees & Special Assessment	55,900.00	55,900.00	2,390.00	14,570.00	41,330.00
335 - State Shared Revenue	5,431,119.00	5,431,119.00	555,575.94	1,976,619.56	3,454,499.44
341 - General Government	425,000.00	425,000.00	52,727.69	160,669.06	264,330.94
343 - Physical Environment	96,300.00	96,300.00	11,600.00	62,500.00	33,800.00
347 - Culture/Recreation	109,500.00	109,500.00	10,496.31	24,523.60	84,976.40
349 - Other Charges for Services	61,500.00	61,500.00	4,674.42	61,080.82	419.18
351 - Judgements, Fines-Traffic	26,000.00	26,000.00	2,007.22	8,489.83	17,510.17
354 - Fines Local Ordinance	80,000.00	80,000.00	120,319.87	126,162.37	-46,162.37
361 - Interest & Other Earnings	175,000.00	175,000.00	5,658.64	50,172.35	124,827.65
362 - Rents & Royalties	30,000.00	30,000.00	1,037.64	8,136.20	21,863.80
366 - Contributions	0.00	0.00	401.00	481.00	-481.00
369 - Other Misc Revenues	30,805.00	30,805.00	22,955.75	30,232.92	572.08
381 - Transfers In	15,000.00	1,615,000.00	0.00	0.00	1,615,000.00
Revenue Total:	19,773,988.00	21,373,988.00	1,522,279.86	12,300,513.55	9,073,474.45
Expense					
51 - General Government	6,071,616.00	6,071,616.00	369,694.37	1,893,727.32	4,177,888.68
52 - Public Safety	2,636,644.00	2,636,644.00	504,924.61	1,169,186.17	1,467,457.83
53 - Physical Environment	372,812.00	372,812.00	5,038.10	22,725.29	350,086.71
54 - Transportation	2,912,368.00	2,931,521.00	93,846.55	601,114.65	2,330,406.35
55 - Economic Environment	27,550.00	27,550.00	0.00	25,000.00	2,550.00
56 - Human Services	156,826.00	156,826.00	890.00	5,025.00	151,801.00
57 - Culture & Recreation	2,352,295.00	2,418,295.00	158,899.31	794,827.07	1,623,467.93
58 - Other Uses/Transfers Out	5,199,639.00	17,231,129.00	428,556.71	1,869,342.42	15,361,786.58
59 - Other Nonoperating	25,000.00	783,104.00	33.88	47,878.90	735,225.10
Expense Total:	19,754,750.00	32,629,497.00	1,561,883.53	6,428,826.82	26,200,670.18
Fund: 00 - General Fund Surplus (Deficit):	19,238.00	-11,255,509.00	-39,603.67	5,871,686.73	-17,127,195.73



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL Group Summary

For Fiscal: 2020-2021 Period Ending: 02/28/2021

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	487,425.00	487,425.00	16,685.38	167,308.29	320,116.71
102 - Boards & Committees	76,000.00	89,184.00	0.00	552.94	88,631.06
201 - City Manager	496,609.00	496,609.00	33,208.72	178,215.45	318,393.55
211 - Planning & Zoning	1,869,269.00	1,869,269.00	148,330.26	751,902.17	1,117,366.83
220 - Law Enforcement/Security	1,925,324.00	1,925,324.00	457,204.05	924,910.50	1,000,413.50
230 - Neighborhood Services	680,590.00	680,590.00	45,116.74	236,422.62	444,167.38
240 - Information Technologies	191,763.00	191,763.00	8,909.74	62,605.46	129,157.54
250 - Public Works	3,227,180.00	3,233,149.00	98,884.65	618,398.84	2,614,750.16
260 - Emergency Preparedness	30,730.00	30,730.00	2,603.82	7,853.05	22,876.95
270 - Non-Departmental Expenditures	721,726.00	1,479,830.00	4,866.19	93,162.22	1,386,667.78
301 - City Attorney	776,241.00	776,241.00	36,683.49	127,991.38	648,249.62
401 - Administrative Services	485,052.00	485,052.00	37,873.00	178,818.57	306,233.43
402 - City Hall	185,679.00	185,679.00	10,892.88	64,124.50	121,554.50
410 - Human Resources	23,400.00	23,400.00	1,700.57	8,187.40	15,212.60
430 - Communications	667,696.00	667,696.00	36,914.17	232,594.16	435,101.84
501 - Finance	606,207.00	606,207.00	34,978.65	189,013.41	417,193.59
601 - Parks & Recreation Administration	616,002.00	616,002.00	59,462.27	238,659.45	377,342.55
602 - Recreation Center	393,284.00	393,284.00	24,232.37	129,059.52	264,224.48
603 - Community Park & Ball Fields	170,455.00	170,455.00	10,462.11	51,625.81	118,829.19
604 - Community Pool	352,133.00	352,133.00	24,757.61	127,694.75	224,438.25
605 - Riverside Park	119,485.00	140,485.00	621.58	38,968.38	101,516.62
609 - Formerly Community Hall/Sherriff Substation	15,440.00	15,440.00	358.66	2,137.09	13,302.91
610 - Dog Park	62,450.00	107,450.00	1,326.29	20,368.17	87,081.83
611 - Beach Parks	9,656.00	9,656.00	0.00	105.68	9,550.32
613 - BS Soccer Complex	133,833.00	133,833.00	5,853.50	25,056.12	108,776.88
614 - Kentucky Street Park	4,750.00	4,750.00	0.00	0.00	4,750.00
615 - Liles Hotel	59,216.00	59,216.00	14,115.86	29,877.17	29,338.83
617 - Bonita Nature Place	38,213.00	38,213.00	1,274.50	10,378.82	27,834.18
618 - Windsor Road Preserve	6,644.00	6,644.00	2,829.34	2,926.70	3,717.30
620 - Marni Fields	71,642.00	71,642.00	10,630.42	27,385.64	44,256.36
621 - BS River Park	17,842.00	17,842.00	0.00	923.74	16,918.26
622 - Cullum's Bonita Trail	16,800.00	16,800.00	0.00	8,750.00	8,050.00
623 - Carpenter Lane Canoe & Kayak	1,125.00	1,125.00	0.00	42.90	1,082.10
624 - Leitner Creek Neighborhood Park	4,250.00	4,250.00	0.00	913.50	3,336.50
626 - Oak Creek Preserve	6,000.00	6,000.00	2,550.00	2,550.00	3,450.00
883 - Veterans	5,000.00	5,000.00	0.00	0.00	5,000.00
Fund: 00 - General Fund Total:	14,555,111.00	15,398,368.00	1,133,326.82	4,559,484.40	10,838,883.60



Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 02/28/2021

ExpFinStmntLinItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,510,293.00	1,510,293.00	136,903.88	514,305.44	995,987.56
335 - State Shared Revenue	286,478.00	286,478.00	23,392.08	93,568.32	192,909.68
361 - Interest & Other Earnings	40,000.00	40,000.00	1,082.00	5,536.00	34,464.00
Revenue Total:	1,836,771.00	1,836,771.00	161,377.96	613,409.76	1,223,361.24
Expense					
54 - Transportation	1,197,000.00	1,197,000.00	10,798.26	198,035.25	998,964.75
58 - Other Uses/Transfers Out	1,827,637.00	4,006,316.00	1,071.00	1,480.50	4,004,835.50
Expense Total:	3,024,637.00	5,203,316.00	11,869.26	199,515.75	5,003,800.25
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-1,187,866.00	-3,366,545.00	149,508.70	413,894.01	-3,780,439.01
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	332,389.00	18,013,723.00	0.00	47,905.76	17,965,817.24
334 - State Grants	8,079,849.00	18,447,349.00	0.00	0.00	18,447,349.00
337 - Local Gvmt Grants	310,000.00	360,616.00	0.00	0.00	360,616.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	8,762,238.00	36,861,688.00	0.00	47,905.76	36,813,782.24
Expense					
52 - Public Safety	80,000.00	80,000.00	2,176.00	12,036.00	67,964.00
58 - Other Uses/Transfers Out	8,682,238.00	36,781,688.00	34,410.89	334,728.46	36,446,959.54
Expense Total:	8,762,238.00	36,861,688.00	36,586.89	346,764.46	36,514,923.54
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-36,586.89	-298,858.70	298,858.70
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,460,585.00	2,460,585.00	182,864.07	2,206,807.03	253,777.97
361 - Interest & Other Earnings	150,000.00	150,000.00	4,498.00	29,011.44	120,988.56
Revenue Total:	2,610,585.00	2,610,585.00	187,362.07	2,235,818.47	374,766.53
Expense					
58 - Other Uses/Transfers Out	4,321,418.00	19,849,191.00	360,264.24	2,913,636.03	16,935,554.97
Expense Total:	4,321,418.00	19,849,191.00	360,264.24	2,913,636.03	16,935,554.97
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-1,710,833.00	-17,238,606.00	-172,902.17	-677,817.56	-16,560,788.44
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	259,710.00	259,710.00	26,052.00	214,608.00	45,102.00
361 - Interest & Other Earnings	30,000.00	30,000.00	836.00	4,384.00	25,616.00
Revenue Total:	289,710.00	289,710.00	26,888.00	218,992.00	70,718.00
Expense					
58 - Other Uses/Transfers Out	200,000.00	1,987,492.00	140.00	114,578.24	1,872,913.76
Expense Total:	200,000.00	1,987,492.00	140.00	114,578.24	1,872,913.76
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	89,710.00	-1,697,782.00	26,748.00	104,413.76	-1,802,195.76
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,508,100.00	1,508,100.00	56,121.57	1,463,865.49	44,234.51
361 - Interest & Other Earnings	4,000.00	4,000.00	269.00	1,377.00	2,623.00
Revenue Total:	1,512,100.00	1,512,100.00	56,390.57	1,465,242.49	46,857.51
Expense					
53 - Physical Environment	1,512,100.00	1,512,100.00	6,957.36	94,607.51	1,417,492.49

Special Revenue Funds Budget Report

For Fiscal: 2020-2021 Period Ending: 02/28/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	1,512,100.00	1,512,100.00	6,957.36	94,607.51	1,417,492.49
Fund: 18 - Stormwater Management Surplus (Deficit):	0.00	0.00	49,433.21	1,370,634.98	-1,370,634.98
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,200,000.00	2,200,000.00	136,483.69	1,259,438.34	940,561.66
361 - Interest & Other Earnings	78,000.00	78,000.00	2,395.00	12,258.00	65,742.00
Revenue Total:	2,278,000.00	2,278,000.00	138,878.69	1,271,696.34	1,006,303.66
Expense					
52 - Public Safety	2,809,000.00	2,809,000.00	232,245.72	1,161,117.12	1,647,882.88
54 - Transportation	0.00	9,383.00	0.00	0.00	9,383.00
58 - Other Uses/Transfers Out	15,000.00	1,184,700.00	6,800.00	73,700.41	1,110,999.59
Expense Total:	2,824,000.00	4,003,083.00	239,045.72	1,234,817.53	2,768,265.47
Fund: 19 - Building Fees Fund Surplus (Deficit):	-546,000.00	-1,725,083.00	-100,167.03	36,878.81	-1,761,961.81
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	255,291.00	255,291.00	0.00	265,916.00	-10,625.00
337 - Local Gvmt Grants	1,265,243.00	1,265,243.00	0.00	1,120,214.00	145,029.00
361 - Interest & Other Earnings	2,000.00	2,000.00	0.00	0.00	2,000.00
Revenue Total:	1,522,534.00	1,522,534.00	0.00	1,386,130.00	136,404.00
Expense					
58 - Other Uses/Transfers Out	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Expense Total:	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	448,884.00	448,884.00	0.00	425,626.00	23,258.00



Debt Service Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 02/28/2021

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
361 - Interest & Other Earnings	2,000.00	2,000.00	0.00	104.00	1,896.00
381 - Transfers In	2,171,067.00	2,171,067.00	0.00	2,147,312.69	23,754.31
Revenue Total:	2,173,067.00	2,173,067.00	0.00	2,147,416.69	25,650.31
Expense					
51 - General Government	2,554,196.00	2,554,196.00	0.00	2,526,250.00	27,946.00
Expense Total:	2,554,196.00	2,554,196.00	0.00	2,526,250.00	27,946.00
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-381,129.00	-381,129.00	0.00	-378,833.31	-2,295.69
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Revenue Total:	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Expense					
51 - General Government	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Expense Total:	1,073,650.00	1,073,650.00	0.00	960,504.00	113,146.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	116,900.00	116,900.00	0.00	53,897.43	63,002.57
Revenue Total:	116,900.00	116,900.00	0.00	53,897.43	63,002.57
Expense					
51 - General Government	116,900.00	116,900.00	0.00	53,897.43	63,002.57
58 - Other Uses/Transfers Out	0.00	6,678.00	0.00	0.00	6,678.00
Expense Total:	116,900.00	123,578.00	0.00	53,897.43	69,680.57
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	-6,678.00	0.00	0.00	-6,678.00



Capital Project Funds Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 02/28/2021

ExpFinStmntLinItem;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	17,538,116.00	75,966,571.00	831,102.84	3,093,243.79	72,873,327.21
384 - Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Revenue Total:	17,538,116.00	75,966,571.00	831,102.84	3,093,243.79	72,873,327.21
Expense					
51 - General Government	488,381.00	4,150,201.00	243,945.79	1,006,082.09	3,144,118.91
53 - Physical Environment	9,325,978.00	42,647,903.00	30,282.24	118,936.19	42,528,966.81
54 - Transportation	6,276,757.00	27,178,454.00	387,132.99	1,241,683.35	25,936,770.65
57 - Culture & Recreation	1,447,000.00	1,990,013.00	169,741.82	726,542.16	1,263,470.84
58 - Other Uses/Transfers Out	0.00	0.00	0.00	6,677.85	-6,677.85
Expense Total:	17,538,116.00	75,966,571.00	831,102.84	3,099,921.64	72,866,649.36
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	-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	364,849.00	1,137,656.00	140.00	19,690.00	1,117,966.00
Revenue Total:	364,849.00	1,137,656.00	140.00	19,690.00	1,117,966.00
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	85,000.00	373,294.00	0.00	0.00	373,294.00
57 - Culture & Recreation	279,849.00	764,362.00	140.00	19,690.00	744,672.00
Expense Total:	364,849.00	1,137,656.00	140.00	19,690.00	1,117,966.00
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00

REQUESTED MOTION: Discussion of Fourth of July event and direction to staff

REQUESTOR: Jesse Purdon, Councilmember District 2

AGENDA: Councilmember Items

STRATEGIC PRIORITY: #7 Government Transparency: Increase Outreach/ Accessibility to Citizens

BACKGROUND: Traditionally the City has had live fireworks, last year we improvised well and stood out in SWFL as being the only city to allow a 4th of July Celebration. This year I would like to carry on that patriotic streak but add on that it shall be a “live event” this year in all the ways it has been traditionally. Staff can begin working on it now in order to stay ahead and can report back to us at a later date with event specific details.

STAFF RECOMMENDATION: Council’s Pleasure

ATTACHMENTS:

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Lora Taylor

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

REQUESTED MOTION: Consider a Letter of Intent from Noah Properties regarding Imperial Crossing

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney

STRATEGIC PRIORITY: 8) Economic Development

BACKGROUND:

Following the City's request for proposals in 2020 for the City's Imperial Crossing (Bamboo) parcels in Downtown Bonita the City has been contemplating additional options for the Imperial Crossing. The City has remained open to unsolicited proposals. Noah Properties, LLC, has submitted a letter of interest to acquire the property for a purchase price of \$1,000,000. Noah Properties has not requested any special contingencies and would be able to close within 120 days of the execution of a purchase and sale agreement. The proposal does not request any special zoning changes or financial considerations except for any possible relief on fees consistent with the public access components of the proposal.

Though not intended as binding as proposed, the letter of intent does contain preliminary designs for the development of the site.

STAFF RECOMMENDATION: Council's Pleasure

ATTACHMENTS:

1. Letter of Intent
-

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

Knott · Ebelini · Hart

Attorneys At Law

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Mark A. Ebelini
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George W. Gift, III
Colleen C. Leahy

James T. Humphrey
Of Counsel

Michael E. Roeder, AICP
Director of Land Use

* Board Certified Civil Trial Lawyer
□ Board Certified Real Estate Lawyer
+ Board Certified Business Litigation Lawyer

April 12, 2021

VIA ELECTRONIC MAIL to Derek.Rooney@gray-robinson.com

Derek Rooney, Esq.
City Attorney
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs FL 34135

RE: Letter of Intent for Purchase of 10580 Goodwin Street, Bonita Spring FL
Parcel STRAP No. 35-47-25-B2-003J0.0000

Dear Mr. Rooney:

This letter of intent presents an outline to the City of Bonita Springs of the basic terms and conditions under which Noah Properties, LLC (“Buyer”) proposes to acquire the above-referenced property (“Property”) from the City of Bonita Springs (“Seller”).

About Noah Properties: Over the past twenty years, Noah Properties has transformed the streets of Chicago (and its surrounding suburbs) with a vision to build residences that not only impress with their desirable appearance, but also provide functional and comfortable living. Noah Properties is widely recognized and celebrated as a top Chicago real estate developer with a demonstrated ability to finance, build and develop the proposed project. To view all of Noah Properties, LLC’s development projects, including the upcoming, current and completed, please visit Noah Properties, LLC’s website at www.noahchicago.com.

Purchase Price: \$1,000,000.00

Deposit: Upon execution and delivery of an agreement of sale between Buyer and Seller, Buyer will deposit with Mark A. Ebelini, Knott Ebelini Hart, 1625 Hendry Street, Third Floor, Fort Myers, FL 33901, the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to be applied as a deposit against the Purchase Price.

Title: Title to the Property shall be good, marketable and insurable, free and clear of all liens.

Due Diligence: Buyer will have ninety (90) days from the date an agreement of sale is

Derek Rooney, Esq.
City Attorney
City of Bonita Springs
April 12, 2021
Page 2

executed by Buyer and Seller ("Due Diligence Period") to perform such due diligence, studies, environmental testing and feasibility analyses of the Property as Buyer deems necessary in Buyer's discretion and at Buyer's sole cost.

Closing: Closing shall be within Thirty (30) days after the completion of the Due Diligence Period by the Buyer.

Closing Costs: Transfer taxes and title insurance shall be paid by the Seller. Other closing charges shall be allocated between the Seller and the Buyer in accordance with local custom and practice for the sale of commercial real estate in Lee County.

Buyer's Proposed Plan: See the conceptual plan attached hereto as Exhibit A. Please note no bonus or additional density will be requested. Buyer's plan integrates the City's desired public access along the Imperial River waterfront, including retail and dining space as shown on the conceptual plan to provide the development located to promote interaction with the waterfront. The building design will incorporate "old Florida esthetics" consistent with the Seller's vision for the Property. Buyer is not requesting any tax abatement or reduction of assessments. Buyer does request, however, that the City reduce City permit fees to the extent possible, especially with the public access.

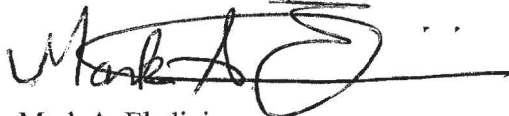
The agreement of sale will contain the provisions set forth above and other customary covenants, agreements, warranties and representations consistent with the attached plan. This letter is intended only to outline the express terms and conditions on which Buyer is willing to proceed to negotiation and execution of an agreement of sale. Neither Seller nor Buyer shall be bound by the terms described in this letter unless and until such terms are contained in a mutually acceptable agreement of sale executed by the duly authorized representatives of the Seller and the Buyer.

If acceptable to begin discussions on an agreement of purchase and sale, kindly have the appropriate City official acknowledge this letter by signing and returning a copy to me at your earliest convenience.

Very truly yours,

KNOTT EBELINI HART

On behalf of Noah Properties, LLC



Mark A. Ebelini

MAE/mcl
Enclosure

Cc: Noah Properties, LLC

Derek Rooney, Esq.
City Attorney
City of Bonita Springs
April 12, 2021
Page 3

AGREED AND ACCEPTED this _____ day of _____, 2021.

City of Bonita Springs

By: _____

Its _____

EXHIBIT A



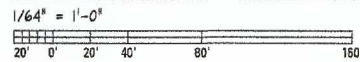
**IMPERIAL CROSSING
MIXED-USE DEVELOPMENT**
102 RESIDENTIAL UNITS
292 PARKING SPACES

RESIDENTIAL UNIT SUMMARY
(10) 1 BEDROOM + LOFT STILT HOMES
(8) 4 BEDROOM APARTMENTS
(20) 3 BEDROOM APARTMENTS
(24) 2 BEDROOM APARTMENTS
(40) 1 BEDROOM APARTMENTS
102 RESIDENTIAL UNITS TOTAL



jsa
Jonathan SPLITT architects Ltd.
4001 north ravenwood avenue
suite 801
chicago illinois 60612-2576
773 883 1017 fax 773 883 3061

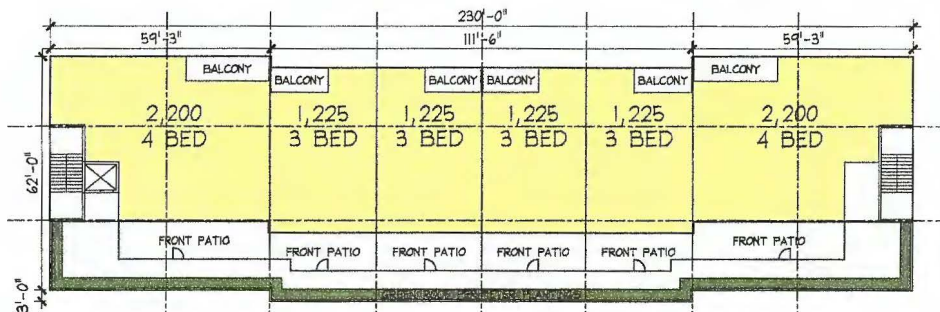
SITE PLAN



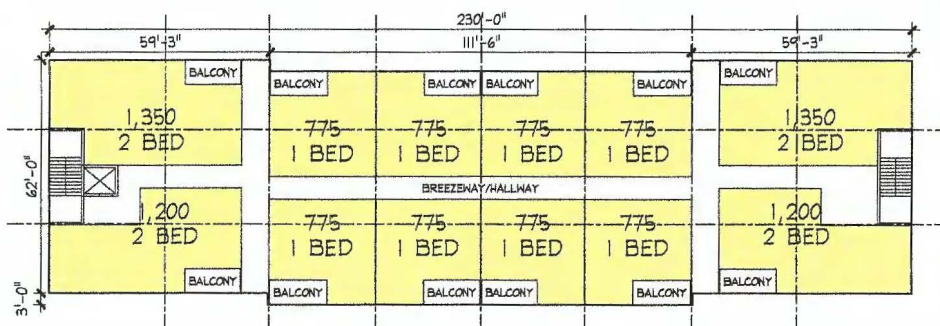
proj. IMPERIAL CROSSING
MIXED-USE DEVELOPMENT
10580 GOODWIN STREET
BONITA SPRINGS, FL 34135

description 03/30/21; ISSUED FOR REVIEW

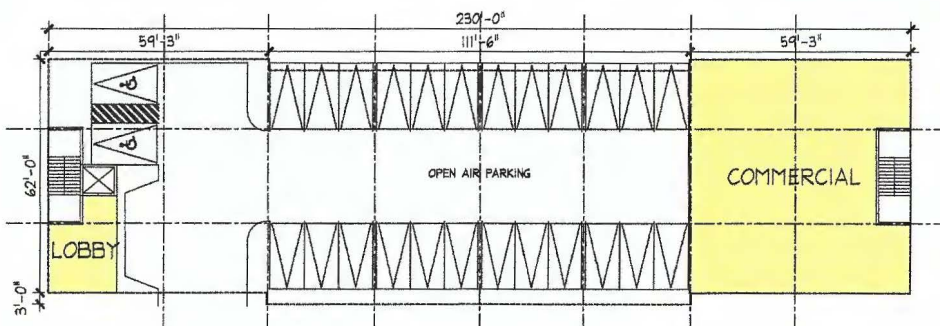
EXHIBIT A



TYPICAL TOP FLOOR PLAN

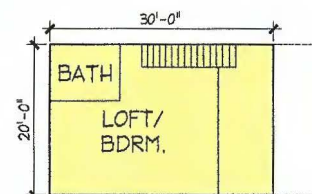


TYPICAL FLOOR PLAN

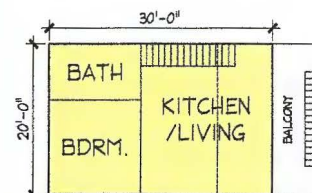


TYPICAL FIRST FLOOR PLAN

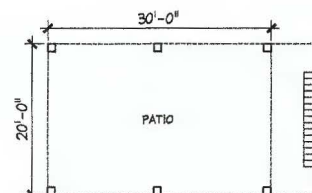
RESIDENTIAL UNIT SUMMARY
 (10) 1 BEDROOM + LOFT STILT HOMES
 (8) 4 BEDROOM APARTMENTS
 (20) 3 BEDROOM APARTMENTS
 (24) 2 BEDROOM APARTMENTS
 (40) 1 BEDROOM APARTMENTS
 102 RESIDENTIAL UNITS TOTAL



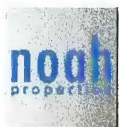
STILT HOME SECOND FLOOR PLAN



STILT HOME FIRST FLOOR PLAN



STILT HOME GROUND FLOOR PLAN



JSa
 Jonathan SPLITT architects Ltd.
 4001 north ravenwood avenue
 suite 601
 chicago illinois 60613-2576
 773 883 1017 fax 773 883 3081

proj. IMPERIAL CROSSING
 MIXED-USE DEVELOPMENT
 10580 GOODWIN STREET
 BONITA SPRINGS, FL 34135

description 03/30/21; ISSUED FOR REVIEW

REQUESTED MOTION: Approve proposed settlement Agreement in Lee County Case No. 2019-CA-6567

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

AGENDA: City Attorney

STRATEGIC PRIORITY: (1) Storm Water Management, and (2) Environmental Protection

BACKGROUND:

On July 17, 2019, the City adopted Ordinance No. 19-05 establishing a stormwater utility as authorized by Chapter 403, Florida Statutes, to address flooding issues within the City as well as the City's water quality obligations under Chapter 403, Florida Statutes, and its National Pollutant Discharge Elimination System permit. The Utility provides for the imposition of special assessments to fund its administration, maintenance and capital improvements. The Bayside Improvement Community Development District and Bay Creek Community Development District, along with Walter McCarthy and James Janek, as individual plaintiffs, challenged the appropriateness of the special assessments and whether their properties received any benefit because of their own stormwater management.

Following settlement discussions, a settlement agreement has been proposed coordinating the City's and the two Community Development Districts' efforts to address water quality and providing a credit against the City's assessments to the property owners within each district for such efforts. The proposal requires the two districts to implement monitoring and capital improvement plans and the City to coordinate its regulatory efforts to address areas beyond the districts' authority.

STAFF RECOMMENDATION: Approval after Executive Session

ATTACHMENTS:

1. Settlement Agreement by ADDENDUM
2. Plaintiff's Complaint
3. City's Answer

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Matt Feeney, Assistant City Manager

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

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

Walter McCarthy, James Janek, and those similarly
Situated, Bayside Improvement Community Development
District, Bay Creek Community Development District;

Plaintiff,

Case Number: 2019-CA-

v.

City of Bonita Springs,

Defendant.

_____ /

COMPLAINT

Plaintiffs, Walter McCarthy, James Janek, Bayside Improvement Community
Development District, and Bay Creek Community Development District, sue the City of Bonita
Springs, Florida, and in support thereof, alleges:

STATEMENT OF FACTS

1. On September 9, 2019, Defendant City of Bonita Springs passed a Resolution imposing special assessments.
2. The Resolution imposed assessments on all residential lots within the City of Bonita Springs for purposes of improving stormwater management within the corporate limit of the City of Bonita Springs.
3. Plaintiffs Walter McCarthy and James Janek own property within the City of Bonita Springs and subject to the assessment levied by the City and there are over 2000 similarly situated property owners that they represent.
4. Plaintiffs Bayside Improvement Community Development District and Bay Creek Community Improvement District (the "Districts") are the independent special districts

established by law to operate and maintain surface water management systems serving the property in the Pelican Landing community, which is within the jurisdictional limits of the City of Bonita Springs.

5. The Districts operate a surface water management system permitted by the South Florida Water Management District and subject the programs and processes of the National Pollution Elimination Systems program and under state law are responsible for all aspects of the maintenance and treatment of the surface water generated by the properties subject to their jurisdiction.
6. Defendants McCarthy and Janek own property within the jurisdictional limits of the Districts and the City and the Resolution imposes assessments on their property.
7. The Property owned by Plaintiffs is subject to the jurisdiction of the Districts and subject to the imposition of assessments by the Districts for the maintenance of those storm water management facilities.
8. None of the stormwater from the Plaintiff's properties flows into the City of Bonita Springs maintained facilities.
9. The Property owned by Plaintiff's does not incur any special benefit from the maintenance or operation of the City of Bonita Springs maintained facilities financed by the imposed special assessment.
10. The apportionment of benefits fails to recognize that plaintiffs' property does not realize those special benefits.
11. The Districts and Plaintiffs assert the assessment by the City of Bonita Springs fails the special benefit and fair apportionment requirements of a special assessment under Florida law.

Wherefore, the Districts and Plaintiff's respectfully request a declaratory judgment that the assessments levied by the City of Bonita Springs are invalid as to Plaintiff's property and all other similarly situated property subject to the jurisdiction of the Districts.

Respectfully Submitted on September 30, 2019.

Daniel H Cox

Daniel H. Cox, P.A., Attorney at Law
Daniel H. Cox, Esq.
Fla. Bar #0146420
P.O. Box CC
Carrabelle, FL 32322
850-697-5555
dhcox@gtcom.net

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

WALTER MCCARTHY, JAMES JANEK, AND
THOSE SIMILARLY SITUATED, BAYSIDE
IMPROVEMENT COMMUNITY
DEVELOPMENT DISTRICT, BAY CREEK
COMMUNITY DEVELOPMENT DISTRICT;

Plaintiff,

vs.

CASE NO.: 2019-CA-6567

CITY OF BONITA SPRINGS,

Defendant.

_____ /

DEFENDANT'S ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW, the Defendant, THE CITY OF BONITA SPRINGS, by and through its undersigned counsel and hereby files its Answer and Affirmative Defenses to the Complaint filed on September 30th, 2019, and in support states as follows:

1. Admitted.
2. Admitted, in part, and denied, in part. Defendant imposed an assessment on all developed residential and commercial parcels not solely residential or undeveloped residential lots.
3. Defendant is without knowledge of the allegations; therefore, the allegations are denied.
4. Admitted, in part, and denied, in part. Defendant admits that Plaintiff Districts are independent special districts established pursuant to Chapter 190, Florida Statutes, which includes "water management" within the context of that statutory authority, however Defendant is without knowledge and therefore denies the allegations as to the extent such constitutes a separate, overlapping, or delegation of authority granted to Plaintiff Districts similar to obligations placed upon the Defendant pursuant to the Chapter. 403, Part I, F.S., and the Surface Water Improvement

and Management Act, Sections 373.451-373.4595, F.S., generally, and Section 403.0891, F.S., specifically.

5. Admitted, in part, and denied, in part. Defendant admits that Plaintiff Districts are co-permittees with Defendant and Lee County, Florida, pursuant to the National Pollutant Discharge Elimination System and operates and maintains surface water management systems permitted by the South Florida Water Management District. Defendant is without knowledge and therefore denies the allegation that Plaintiff Districts “are responsible for *all* [emphasis added] aspects of the maintenance and treatment of surface water generated by the properties subject to their jurisdiction.”

6. Defendant is without knowledge of the allegations; therefore, the allegations are denied.

7. Defendant is without knowledge of the allegations; therefore, the allegations are denied.

8. Admitted, in part, and denied, in part. Plaintiff District discharges into Spring Creek which is partially maintained by Defendant.

9. Denied.

10. Denied.

11. Denied.

AFFIRMATIVE DEFENSES

As Defendant’s first Affirmative Defense, Defendant would assert that Plaintiff’s claims are not ripe. Plaintiffs have failed to exhaust available administrative remedies and are thereby precluded from bring the instant action. Specifically, Plaintiffs failed to avail themselves of an administrative credit program established by the Defendant following objections to the adoption by the Defendant of a stormwater assessment by the Plaintiffs.

As Defendant’s second Affirmative Defense, Defendant would assert that Plaintiffs’ claim for declaratory action requests a purely speculative and advisory opinion from the Court. Plaintiffs

allegations essentially state that Plaintiff Districts are self-contained units which have legal authority and responsibility for containing and treating surface water within their jurisdiction. Plaintiffs, however, have failed to assert or present evidence that Plaintiff Districts do in fact manage and treat all stormwater generated by the properties subject to the Defendant's stormwater utility assessment. Plaintiffs merely seek an advisory opinion from the Court as to whether Plaintiffs or similarly situated parties should be subject to the assessment. Accordingly, there is no bona fide dispute in need of declaration.

RESERVATION OF RIGHT TO SUPPLEMENT DEFENSES

Defendant reserves the right to amend this Answer and Affirmative Defenses as additional information becomes available during the discovery process.

REQUEST FOR ATTORNEY FEES AND COSTS

The Defendant has retained the undersigned counsel and this law firm for the purposes of defending this action and is entitled to a reimbursement of its reasonable attorney fees and costs if the Court determines Defendant is the prevailing party.

/s/ Matthew B. Roepstorff

Matthew B. Roepstorff / Florida Bar No. 91617

Attorney for Defendant

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via electronic mail this 17th day of March, 2021 to:

Daniel H. Cox, Esq.
Daniel H. Cox, P.A., Attorney at Law
Florida. Bar No. 0146420

P.O. Box CC
Carrabelle, FL 32322

/s/ Matthew B. Roepstorff

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**CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, MARCH 24, 2021**

9:00 A.M.

**CITY COUNCIL MEETING
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135
MINUTES**

1. Call to order:

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

2. Invocation:

Reverend Patrick Womack, with Bay Presbyterian Church, furnished the invocation.

3. Pledge of Allegiance

Council Member Fred Forbes led in the Pledge of Allegiance.

4. Roll Call:

Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

Lee County Commissioner Kevin Ruane was in attendance to

At the request of Mayor Steinmeyer, Agenda Item 10 A., regarding the presentation by Lee County Commissioner Kevin Ruane, was moved up on the agenda with the consensus of City Council.

Lee County Commissioner Kevin Ruane was in attendance to address a several items on the agenda. He began by addressing Lee County's requested support from the City of Bonita Springs of the LOSOM which includes three asks, which he addressed. The reason for the letter is to keep the lake down, to ensure appropriate discharges, and to make sure the projects come on-line.

Council Member Amy Quaremba stated that she supports signing of the letter.

No public comments were made.

Council Member Fred Forbes motioned to sign the letter. City Attorney Derek Rooney explained that Commissioner Ruane was present to address three items.

Commissioner Ruane next addressed the second letter Council is being asked to sign, which relates to the Big Cypress Basin, which he expanded on. He next addressed the Resiliency Compact MOU, which covers three items – 1) climate change, 2) sea level rise, and 3) flood mitigation.

Mayor Steinmeyer stated that he doesn't see the science in this study and is going to vote against it.

***Council Member Amy Quaremba asked if the effort will be directed to those two items – sea level rise and flood mitigation, to which Commissioner Ruane responded. He will be sitting on the compact itself to represent the City. City Attorney Rooney informed Council that the Compact does allow the City to appoint a member to the Governance Board as well.

Council Member Mike Gibson it says sea level rise, and Irma would be storm surge. He believes in storm surge and erosion, but not sea level rise. Commissioner Ruane responded.

Council Member Jesse Purdon addressed the compact, and stated that the reason he wanted to bring this back up as he feels the totality of the circumstances have changed, and we are the only municipality in southwest Florida that would not be on this. It is our job to put the City in the most advantageous position as possible. He further addressed.

7. Public Comment on Agenda Items

Suzy Valentine was in attendance to inform City Council of a project she has been promoting – The Blue Star Memorial, whereby markers are placed on highways designating highways as blue star states. There is a dedication scheduled March 29, 2021 at 2:00 P.M.

The owner of the Survey Café and member of the Bonita Citizens Group, addressed her request to Council Member Quaremba regarding Bamboo parcel and the need for public input.

Bonnie Whittemore stated she would like to be included in the planning and discussions regarding the Bamboo parcel. She informed them of an evaluation of the property from 1970/71, that she would be happy to share with City Council. She believes the property needs to be developed with something that fits in with what's going on today with the people.

Gary Price was also in attendance to address the importance of public input in relation to the Bamboo property.

Trish Leonard the newly elected president of the Bonita Springs Downtown Alliance. They want to be involved in the planning for Bamboo, emphasizing the importance of public participation.

8. Zoning and land use items:

Public hearing of the following Zoning Resolution: A Zoning Resolution of the City of Bonita Springs requesting a variance from LDC 4-926(d)(3), which requires a side and rear setback of 10 feet for commercial accessory structures, to allow a setback of 5 feet along the western side property line and a 6 foot setback along the rear property line, and from LDC 4-1732, which requires 4 parking spaces per 1,000 square feet of indoor recreation facility for the existing clubhouse, to allow for a reduction of 8 parking spaces, to permit a dumpster enclosure for an existing recreational vehicle park in bonita springs. (Greensheet No. 21-03-057)

9:40 a.m.

City Attorney Derek Rooney placed all under oath.

Mary Zizzo, Community Development, presented the Staff Report and request. Staff has recommended approval with conditions.

Bruce Dodge, representing Limetree Park, addressed their request, which is to include some new fences. They discovered they needed masonry work and cannot have gates, thus, losing one parking space. He further addressed.

Council Member Mike Gibson motioned to approve the Zoning Resolution; Council Member Laura Carr seconded.

No public comments were made.

The motion carried unanimously. **ADOPTED ZONING RESOLUTION NO. 21-02**

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.)

9:47 a.m.

Council Member Gibson motioned approval of the Consent Agenda; Council Member Amy Quaremba seconded; and the motion carried unanimously.

- A. Review of January Monthly Financial Report. (Greensheet No. 21-03-050)
- B. Approve Hold Harmless Agreement between the City and Worthington Master Association to improve and maintain two (2) medians on Bonita Grande Drive in front of the entrance to Worthington. (Greensheet No. 21-03-052)
- C. Approve Resolution confirming the selection committee's recommended ranking and authorize staff to negotiate with the top ranked consultant, Kisinger Campo and Associates, for the Citrus Park/East Bonita Stormwater Improvement project (RFQ #20-29) Phase 1 design/construction improvements. (Greensheet No. 21-03-053) **ADOPTED RESOLUTION NO. 21-25**
- D. Approval of consent to hire Lisa Roberson as City of Bonita Springs Finance Director, with a start date of April 5, 2021. (Greensheet No. 21-03-060)
- E. Approve Budget Resolution to transfer budget from the Vehicle Replacement Reserve to Parks and Recreation for a replacement truck. (Greensheet No. 21-03-055) **ADOPTED RESOLUTION NO. 21-26**
- F. Approve the Caretaker's Agreement for the Bonita Nature Place. (Greensheet No. 21-03-056)

• OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

10. Proclamations and Presentations:

- A. Receive presentation from Commissioner Kevin Ruane regarding the Southwest Florida Regional Resiliency Compact and MOU. (Greensheet No. 21-03-064)
Addressed above.
- B. Receive and accept 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. 21-03-054)

In attendance to address this item were Allison DeFoor, with the DeFoor Allison Trust for the Bonita Preservation Trust; Alexis Crespo, with Waldrop Engineering. Mr. DeFoor thanked City Council and City Staff for all their help with this.

Ms. Crespo furnished a PowerPoint presentation to provide an overview.

Mayor Steinmeyer motioned to accept the update presented; Council Member Laura Carr seconded; and the motion carried unanimously.

11. Mayor and Council Member Items:

- A. Ratify Mayor Steinmeyer signing of Letter to Senator Passidomo to support implementing the scientific boundary recommended in the Big Cypress Basin Boundary Delineation study. (Mayor Steinmeyer; Greensheet No. 21-04-058)

Mayor Steinmeyer furnished a brief overview.

Council Member Quaremba motioned ratification of the letter; Council Member Chris Corrie seconded; and the motion carried unanimously.

- B. **ADDENDUM:** Discussion regarding a request for support from Commissioner Ruane regarding the attached letter concerning the Lake Okeechobee System Update Manual that the US Army Corps of Engineers is undertaking. (Mayor Steinmeyer; Greensheet No. 21-03-063)

9:54 A.M.

Council Member Quaremba motioned to approve; Council Fred Forbes seconded.

Council Member Chris Corrie stated he will vote for the letter, explaining that he doesn't like the letter because it's the same three points that have been made for years about Lake "O." The impact on water flows that are being polluted are not being discussed. It doesn't talk about how we are going to know if there are improvements in the lake flow. He doesn't think it accomplishes anything, but he will support it.

The motion carried unanimously.

City Manager Hunter stated she will have a cover letter prepared to send with the letter signed by the County. She also requested direction on future requests. Council Member Quaremba stated she would like to see ahead of time what they are requesting be signed, and would rather send a separate letter from the City.

- C. Reconsider the ratification of the Southwest Florida Regional Resiliency Compact MOU. (Purdon; Greensheet No. 21-03-059)

Council Member Purdon addressed this agenda item and thanked Mayor and Council for hearing this, as he does feel the situation has changed. County has opined and is on board. He appreciates this coming up. He things that with the bio-ractor, and the relationship with FGCU we have a stellar environmental record, and we would be only municipality not on this, noting it does not cost anything to be in it. This is a good opportunity and appreciates the change to reconsider again.

Council Member Laura Carr stated she opposes anything that has "climate change" in it, so storminess works and flood mitigation, but not integrating climate change which can open us up to all sorts of environmental hits financially from different groups. If reworded, she would be interested - with no climate change in it.

Council Member Quaremba stated there are 2 bills that have references to resiliency, so it's moving in direction she feels we have to be part of it. She does agree Lee County is the ultimate responsibility here as they have staff, as we are government lite. She will support it this time, but feels there should be a time limit on our commitment - an exit date by which we review whether they are focusing on things we want, directly related to Bonita Springs. They already made the commitment there will be no financial issues for three years.

Council Member Gibson explained his concerns with the letter in not believing in man made climate change or sea level rise, as the science is not right. He concurs with a time limit for purposes of future Councils.

Council Member Forbes stated that there is that linkage between this and the Big Cypress Basin.

Council Member Corrie stated he shares the same concerns as Commissioner Ruane. He does believe in climate change and sea level rise, which he has seen the effect of sea level rise in Bonita Bay. What he doesn't like about the compact is to him it's going to be a group sitting and talking about ideas and what they should be doing five years from now, and not accomplishing anything that needs to be done today. He further addressed.

Commissioner Ruane informed Council that there is no financial costs for the first three years.

Passes 5-2 (Mayor Steinmeyer and Council Member Carr opposed)

ADDITIONAL ITEM:

Commissioner Ruane concluded by providing an update on COVID-19.

- D. Discussion of a potential process to allow for public input as the Council explores concepts with developers interested in the Bamboo parcel. (Quaremba; Greensheet No. 21-03-062)

10:14am

Council Member Quaremba addressed this agenda item and a letter she received from the Bonita Citizens Group on how important citizen input is on decision making and to get as much citizen input as we can. There are developers approaching city who would like to come up with an idea, etc., but we don't have a process on how this is suppose to work, as Council was to come up with a vision of what they would like to see there. She requested permission to continue conversations with the City Manager regarding input for a workshop, etc. She would also encourage developers to come forward with their conceptual ideas. She further addressed. She thinks as a Council she feels they should have a review of DPZ form-based code for that area and look at that again.

Council Member Purdon agrees with importance of public input 100%. He also supports a workshop, as last workshop heard great ideas from Council Member Corrie and Carr. He requested Staff put together something to go over the available options are - a public private partnership, protecting the water area as a park, He would ask staff to put together options on what they can do down there, and as they move forward there will be ample public input. Council Member Carr concurred with Council Member Purdon. She would like to see what comes forward and when something is concrete they can discuss further. Mayor Steinmeyer stated next meeting they will had out the blueprints Community Development will be providing to him.

Council Member Forbes feels need for public comment. He feels whatever public input we get now, needs to be refreshed when they decide to move forward. He also agrees on the need for workshops. He further addressed.

Council Member Corrie is happy to see that this group is interested in providing public input and hopes they come up with a list of priorities in terms of what they want to see. He would encourage people to organize and participate.

City Attorney Rooney addressed – Council would like Staff to bring back ideas. He further addressed the process. Council Member Quaremba would like to see a list of items from the workshop Council indicated they would like to see. Council Member Purdon would also like a report from the first workshop. City Manager will provide summary from last workshop.

ADDITIONAL ITEM:

Mayor Steinmeyer introduced Lisa Roberson, who has accepted Financial Director position for the City of Bonita Springs.

A short recess was taken from 10:35 a.m. to 10:48 a.m.

12. Public Hearing:

- A. Second public hearing to consider a home rule development agreement between the City of Bonita Springs, 9161 BBR LLC and 9171 BBR LLC for property at 9161 Bonita Beach Road and 9171 Bonita Beach Road, Bonita Springs, FL 34135. (Greensheet No. 21-03-061)

City Attorney Rooney introduced this item for interconnectivity between Spanish Wells and the post office. He also prepared a draft parking agreement, noting that in discussions with the property owner, since there is not design that would be premature. He next addressed a revision to parking agreement, which he read into record.

Neale Montgomery, representing the Applicant, briefly addressed. Per the parking agreement there are a variety of things she doesn't know.

No public comments were made.

Council Member Carr motioned approval of the development agreement; Council Member Gibson seconded; and the motion carried unanimously.

13. City Attorney's Items

City Attorney Rooney furnished an update on the Bayside CDD lawsuit on the stormwater utility. He informed Council of a mediation held to which they have come up with a positive resolution. He would like to schedule an executive session. No objections from City Council.

14. City Manager's Items

Assistant City Manager Matt Feeney provided an update on transportation efforts, including an asphalt overlay to be done to the area of Bonita Beach Road, from Arroyal Road to the area in front of City Hall. Also, Lee County will be repairing the road from Luke Street to Mango Street with a new overlay of asphalt as well. He also reported that West Terry Street is overall complete. There was also a pre-bid meeting to the remainder of Terry Street for landscaping, curb and gutter, a road overlay, and an 8-foot-wide pathway. The major traffic control for traffic congestion is the Quadrant project, which he expanded on and a brief discussion was held. There might be some communities with eagles in them, and Staff may do some outreach regarding what can be done.

City Manager Hunter welcomed Lisa Roberson, and staff will be setting up additional workshops on the CIP in May to begin prioritizing the current CIP. She also furnished a brief update on COVID-19 vaccines.

Staff is working with information being received regarding some grant funds that are being distributed to each of the cities, which has been identified for the City for \$25 million, and anticipate will be partnering with other local entities and possible RFPs on that process, and Staff will bring back more information. She also informed Council that staff has extended the extension of time for Lee Cares Act for the City's expenses, as Lee County is now permitting an extension of funds that go to December of 2021. She concluded by thanking the communication staff on their assistance with the sound system. She also provided a brief update on City Hall renovations.

15. Mayor and Council Member Reports

Council Member Quaremba reported that she attended the Bonita Springs Concert Band, reporting it was very well attended. She was surprised about the amount of people who attended from Naples.

Council Member Purdon reported that he had a lot of people reaching out to him from the soccer community, noting that the City is kind of built out for facilities. They want lighting and restrooms, however, we are limited. Asked Staff to put together a list of areas the City owns to see what can be done.

Council Member Carr informed Council that she attended BSU's annual meeting and they are in great shape. She thanked those who work on the water for all their hard work. There was also a memorial for Frank Liles.

Council Member Corrie reported on a meeting he attended with Representative Botana and Lee County Commissioner Sandelli to discuss the country club property located north of Paradise to get any ideas they may have. Commissioner Sandelli suggested a request for Conservation 2020 funding for the purchase of the property. He mentioned this to residents north of Paradise. It can be used for stormwater management, or an opportunity for passive parks. His hope is to pull together some sort of proposal for a 2020 acquisition by the County using Conservation 2020 funds. City Manager Hunter stated that staff reached out to County Staff to advise them of the meeting Council Member Corrie had with Commissioner Sandelli and Representative Botana, and they are going to provide feedback which staff will bring back.

Council Member Carr reported Bonita Springs Utilities is celebrating their 50th anniversary this year!

Council Member Gibson thanked Tony Backhurst, Director of Neighborhood Services, for attending the Downtown Alliance meeting the previous evening to speak. He did a great job! Council Member Gibson also welcomed back Ms. Roberson. He also reported that he would be unable to attend the workshop, and requested a link of the audio.

Council Member Forbes addressed the need to begin holding activities in the park once again. People can wear masks and temperatures can be taken. He would highly urge the City to have real activities in the park. Council Members Gibson agreed to the need to have 4th of July. City Manager Hunter stated that special events permits are all moving forward, and Veteran's Committee had a Veteran's day service. Council Member Forbes proposed such events as Riverfest, etc. – anything that can be done. Council Member Purdon agreed to the need.

Mayor Steinmeyer addressed his reasons for voting against the compact which he stated related to Home Rule.

16. Approval of Minutes: 03/03/21

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

17. Public Comment

Former Mayor Peter Simmons thanked the Mayor and City Council for their vote on the compact.

18. Adjournment

There being no further items to discuss, the meeting adjourned at 11:26 A.M.

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:
CITY COUNCIL

Date: _____
AUTHENTICATED:

Rick Steinmeyer, Mayor

DRAFT

CITY COUNCIL
CITY OF BONITA SPRINGS
WEDNESDAY, APRIL 7, 2021

5:30 P.M.

CITY COUNCIL MEETING
BONITA SPRINGS RECREATION CENTER
26740 PINE AVENUE
BONITA SPRINGS, FLORIDA 34135
MINUTES

1. Call to order

Mayor Rick Steinmeyer called the meeting to order at 5:30 P.M.

2. Invocation

Reverend Ann Grandell from Love Inc., furnished the invocation.

3. Pledge of Allegiance

Council Member Fred Forbes led in the Pledge of Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

Andres Paz with AdVenture asked that Council support their request for approval of the proposal for Fiesta Bonita. Mayor Steinmeyer stated that he would like the permit for only one year instead of two.

Charlie Strader thanked Council for the funding for the Historic Preservation Board to help highlight and restore the City's historic resources. There is the potential for a historic village. He further addressed activities of the historic society.

John Paeno, with CGT Kayaks and a member of the Historic Preservation Board was also in attendance to address the Historic Village item.

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 Chris Corrie motioned approval of the Consent Agenda; Council Member Mike Gibson seconded. Mayor Steinmeyer pulled item C., as he would like the permit for only one year. Lora Taylor, Communications Director, in response to Council, explained that in the event of rain, they would work on a different date for the event. This year Fiesta Bonita will be held on Saturday the 18th, and next year would be on the 17th. Approval today would allow AdVenture to host the event, and begin work with Staff to go through the permit process.

Council Member Laura Carr motioned to approve item C.; Council Member Jesse Purdon seconded; and the motion passed 6-1 (Mayor Steinmeyer opposed)

<p>RESULT: UNANIMOUS MOTION BY: Council Member Laura Carr SECONDED BY: Council Member Jesse Purdon AYES: Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes NAYS: Mayor Steinmeyer</p>
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Council Member Chris Corrie motioned to approve the remainder of the Consent Agenda; Council Member Mike Gibson seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Chris Corrie SECONDED BY: Council Member Mike Gibson AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>
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- A. Approve a request from Local Roots LLC to extend their weekly Local Roots LLC Farmers Market at the Promenade each Saturday morning from 8:00 A.M. to 12:00 P.M. through May 29, 2021. (Greensheet No. 21-04-065)

- B. Approve Request for Proposals for Administration of Bonita Springs Food Insecurity Program and Notice of Funding Availability under CARES Act funding. (Greensheet No. 21-04-070)
- C. Review and approve AdVenture SWFL of Bonita Springs' proposal for RFP#21-10 for the production and management of the Fiesta Bonita event at Riverside Park on Saturday, September 18, 2021 and September 17, 2022 from 4:00 p.m. to 9:00 p.m. (Purdon; Greensheet No. 21-04-073)
- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Proclamations and Presentations

- A. Presentation from Outreach Committee Chair Tony Lee. (Greensheet no. 21-04-071)

5:44 P.M.

Altony Lee, with the Outreach Advisory Committee, next furnished a PowerPoint presentation (copy in Clerk's file) to address current activities of the committee, in which they are in their third year of existence. The committee provides input to City Council with a view towards fostering broad and inclusive participation by members of the community in civic affairs without regard to race, creed or gender. Input may include suggestions regarding city programs, events and advisory committee participation. They address health and wellness, education, safety and recognition, cultural, diverse and inclusion experiences, and small and local business.

Council Member Purdon thanked Mr. Lee for his presentation. He is excited and proud of the committee.

- B. Receive presentation of the findings of Phase 1 of the Historic Village Feasibility Study facilitated by the Historic Preservation Board. (Greensheet No. 21-04-067)

5:52 P.M.

Mike Fiigon, Staff liaison to the Historic Preservation Board, thanked City Council for allowing Phase 1 of the feasibility study to be conducted. He further addressed. Jay Welsch, Chairman of the Historic Preservation Board, also addressed Council on how tis began and developed over the past seven years. He also addressed a memorandum on the Historic Village from 2004.

Elly McKuen, Public Works, provided a Powerpoint presentation (copy in Clerk's file) to address the Village Concepts, the market analysis and the pro forma. The committee reviewed the presentation and felt

it was worth pursuing phase 1, and further design the scope, public enhancement, and a site specific location, funding strategies, etc.

Council Member Amy Quaremba questioned where they would get four acres downtown. Ms. McKuen agreed, as they do not have a specific site, noting more specificity would come in Phase 2. Discussion followed with Mr. Fiigon explaining that if a future phase was to be conducted it would most likely deal with refining a lot of the data presented in Phase 1. Dr. Mudgett addressed via telephone.

Council Member Purdon stated that if there isn't funding and they don't know where it will go, he's not sure he wants to go forward with Phase 2. He is not for it if it is going to be expensive.

Council Member Gibson agreed with comments made by Council Member Purdon. He feels the best way is to preserve the buildings as they come up for sale. Council Member Laura Carr stated that the City does not have the money or the land. Council Member Forbes also concurred with comments made by Council Member Purdon. Council Member Corrie stated he needs more time to think about it. He suggested giving them a chance to re-tool what they've done and come back. The City Manager indicated that the report will be placed on the City's website for people to view.

- C. Presentation for Council's discussion of observation opportunities, public education, and eagle monitoring/broadcasted video feed ("Eagle Cam") of bald eagle's nests within the City of Bonita Springs. (Greensheet No. 21-04-066)

6:22p.m.

Laura Gibson, Environmental Specialist with Community Development, furnished a Powerpoint presentation (copy in Clerk's file) to address. The City does have a bald eagle Ordinance. Currently there are eight nests within the City, three of which are still considered active. She addressed the status of the current nests, current protections and observation opportunities, and considerations. The only known camera on a nest is located is a private camera in North Fort Myers, and an off-nest camera is located in one of the nests in Bonita Bay. Considerations include increased foot or car traffic to a nest in a known location. Lee County Fish and Wildlife Service and CROW experienced increased calls and emails from the privately owned eagle cam in North Fort Myers. There is a nest that has a camera off site that streams videos of eagles going to nest; it doesn't film in the nest. It's also possible that an eagle can stop using the nest if a camera is installed in the nest.

City Manager Hunter explained that staff was asked to come back to Council with some background information about how you could film eagles if Council wishes to pursue. Pre Irma there was \$15,000 in the budget to provide for an eagle camera for an eagle nest that was on park property. This has not been in the current budget for a few years. Staff was asked to bring back information on what communities around us have cameras, what the procedures were for that, and if there is an interest from Council to pursue providing

a camera or working with a private property owner, Staff wanted to address that process, but are not necessarily recommending to move in that direction.

Council Member Corrie spoke in support of the idea. One of the things that bothered him, is the fact that after Irma, the Riverpark location was used to store and dump hurricane debris. It's his understanding from the eagle preservation society in Bonita Springs, that this was the largest nesting area of bald eagles in the lower 48 states. It's always been his desire is that somehow we see if there is a possibility of interesting the public in terms of doing research, support, raising funds, etc., to try to re-establish River Park as a nesting area. This is something that contributes to that, and so this is something he would support.

Council Member Quaremba she is one of the people who asked for a clarification here because when she came on Council in 2016 is when that \$15,000 was put in the budget for a cam, but they didn't really know at that time what they were asking. She does have a concern on following up on it, and having the cam operating under conditions of nature where people would get upset when we would lose eagles because of the violence that occurs. She would like to pursue some alternative methodologies, but she doesn't want to have this die, as she agrees with Council Member Corrie that she doesn't know if they can encourage an eagle to have a nest at River Park now that the tree is gone. She doesn't feel we, as human beings can influence that, but she doesn't know that much about eagles. She feels there needs to be a lot more information before we pursue this.

Council Member Purdon stated he feels it would be beneficial. He would like to know what it would cost, and to have some idea of where it might be located. He feels it could be a good thing for the City that he could potentially support if it's not a crazy price tag.

Council Member Carr questioned the need to track them, as she feels we should let them be. She would not spend money. By protecting we bring attention to, and results in more foot traffic.

Mayor Steinmeyer agreed with comments made by Council Member Carr. He also feels that wildlife should be left along. He worries about property values of those who have the pleasure of having eagle nests.

Council Member Purdon would like to see the costs, and Council Member Quaremba requested more information. City Manager Hunter stated staff will investigate the costs and see where there could be potential partnerships to locate them on property.

Council Member Corrie stated that the eagle nest in Bonita Bay is not on private; it's adjacent to Spring Creek. Being inside a gated community, it would not increase the amount of foot traffic. He needs to speak to Jim Unland and get views and bring it back to Council on an approach.

10. Mayor and Council Member Items

11. City Attorney's Items

City Attorney Rooney informed Council of an Executive Session that will be scheduled to be held following their next meeting with the Bayside CDD's. The session will not be open to the public.

12. City Manager's Items

- A. Discussion and direction to staff regarding future construction plans of the Bonita Springs Community Pool. (Greensheet No. 21-04-068)

City Manager Hunter introduced Parks and Recreation Director, Nicole Perino, to address.

Ms. Perino furnished the history via a PowerPoint presentation (copy in Clerk's file). She showed an aerial photograph of the community pool, and a photograph that showed a depiction of the children's activity pool addition. It will include a splash pad and safety structure. It will also be a zero entry pool that will include water features. There will also be a family restroom addition. A brief discussion was held. Staff is seeking direction on whether to pursue the restroom or the project as a whole.

Council Member Purdon motioned to approve, pursuing the project as a whole; Council Member Forbes seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Purdon SECONDED BY: Council Member Forbes AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

- B. Acknowledge the information regarding Building Permit fee revenue. (Greensheet No. 21-04-072)

Pete Haigis, Building Official, was in attendance to provide an update on the fee revenues.

- C. Distribution of the City's adopted Emergency Operations Plan and overview of the City's emergency management activities in preparation of hurricane season. (21-04-069)

City Manager Hunter explained that the Emergency Operations Plan was provided to City Council in preparation of hurricane season. There have been no updates or changes to the plan. Neighborhood Services will work with our neighborhood partners – FPL, BSU, Water Management and others to bring forward their plans for the storm season. She also addressed the need to schedule a workshop on the CIP and bring you the budget schedule so they can begin the budget workshops in June and July, and August. She next provided

an update on the Lover's Key address. There are residents within the City limits who have the zip code 33931 who are welcome to use Bonita Springs as the city, and actual Lover's Key the actual preferred city address for Lover's Key State Park is Bonita Springs. Mark Generales with the Friends of Lover's Key is coordinating with the state park manager to use on future documents, letterhead, and correspondence, the City of Bonita Springs as the address line. They are working with the state on the final approval.

Mayor Steinmeyer asked for the status of the change in the name of Estero Parkway to Bonita Causeway.

City Manager Hunter concluded by providing an update on COVID-19.

13. Mayor and Council Member Reports

Council Member Quaremba reported that she attended the Blue Star Memorial, which is an asset to Old 41. She thanked Suzy Valentine and Dallas Revord for putting the event together. She also attended Naples Botanical Gardens.

Council Member Purdon is happy that the Lover's Key zip code worked out for residents to have a Bonita Springs address. He further reported that the congressional office put in and signed on for \$725 million for the next four years for Florida everglades restoration. They also did a letter similar to those the City and County did on LOSOM, but are still gathering signatures so it's a draft, which he further addressed. He will be bringing forward a Greensheet for Council's next meeting to go live for the Fourth of July.

Council Member Carr reported that she attended the Wonder Gardens party, which was well attended. She also attended the Lover's Key Discovery Cove soft opening. It's beautiful! She also attended the Botanical Gardens. She also feels the Fire Department needs to have a Fourth of July parade.

Council Member Corrie feels people would be interested in terms of emergency management. He addressed a newspaper article on FPL and monies they are spending in Bonita Springs to harden their electrical services. He asked that Staff invite FPL to come and talk about their efforts.

Mayor Steinmeyer reported that he gave out blueprints of the Bamboo property and sketched out what he thinks is possible on that property. He further reported that the Goodbread Grocery building has been painted and looks nice.

14. Approval of Minutes: 03/24/21

Council Member Forbes motioned approval of the Minutes; Council Member Mike Gibson seconded; and the motion carried unanimously.

<p>RESULT: UNANIMOUS MOTION BY: Council Member Forbes SECONDED BY: Council Member Gibson AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes</p>

15. Public Comment: No comments

16. Adjournment

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

Respectfully submitted,

Debra Filipek, City Clerk

APPROVED:

CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

DRAFT