

NOTICE OF PUBLIC MEETING  
CITY COUNCIL  
CITY OF BONITA SPRINGS  
OFFICIAL AGENDA  
WEDNESDAY, JUNE 2, 2021  
5:30 P.M.  
CITY HALL  
9101 BONITA BEACH ROAD  
BONITA SPRINGS, FLORIDA 34135

To submit your public comment in writing, please email the City at [CITYMEETINGS@CITYOFBONITASPRINGS.ORG](mailto:CITYMEETINGS@CITYOFBONITASPRINGS.ORG) Any written public comment must be received by 4:00 P.M. on June 1, 2021.

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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. 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. Authorize approval of a Resolution to add Change Order No. 1 to the Maddox Lane Sidewalk & Drainage Project Contract with Infinite Construction, LLC, for the construction of Cockleshell Drive sidewalk in the amount of \$60,544.67, bringing the total amount for Maddox Lane, including the Cockleshell Drive sidewalk to \$646,350.16. (Greensheet No. 21-06-111)
  - B. Adopt Resolution approving the top-ranked recommendation from the Art in Public Places Board for tenancy of Artist Cottage #3 and authorize City Manager to execute the lease for the use of Artist Cottage #3 for a term of one year. (Greensheet No. 21-06-112)
  - C. Approve a sub-recipient agreement between the City of Bonita Springs and Kisinger Campo and Associates Corporation for stormwater design of Citrus Park/East Bonita Stormwater Improvement Project. (Greensheet No. 21-06-118)
  - D. Approve a sub-recipient agreement between the City of Bonita Springs and Florida Acquisition and Appraisal, Inc. for land acquisition services for the CDBG-DR Voluntary Home Buyout Program. (Greensheet No. 21-06-123)
  - E. Approve release letter to Florida Department of Environmental Protection for the Cochran Street Multi-Path grant agreement. (Greensheet No. 21-06-114)

- F. Review and approve the mobile food vendor request for the Pelican Landing Community Center, located at 24501 Walden Center Drive, Bonita Springs, Florida 34134. (Greensheet No. 21-06-115)
- G. Adopt budget transfer Resolution and approve the Supplemental Task Authorization from Stantec Consulting Services, Inc., for the City of Bonita Springs Children’s Activity Pool Interactive Water Feature and family restroom expansion in the amount of \$64,800.00. (Greensheet No. 21-06-117)
- H. Approve temporary road closures and the Special Event Permit for 4<sup>th</sup> of July Star Spangled Bonita event. (Greensheet No. 21-06-122)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Proclamations and Presentations:

- A. Receive presentation from Singhofen & Associates, Inc. for Spring Creek Bonita Springs Golf Course Flood Improvement Project and provide direction on which alternative to forward to FEMA for review and approval. (Greensheet No. 21-06-116)

**Short recess, if needed.**

10. Mayor and Council Member Items:

11. First reading of the following Ordinance:

- A. An Ordinance of the City of Bonita Springs, Florida; amending the Bonita Springs Land Development Code, Chapter 4 – Zoning, to update the thresholds for developments of City impact, providing for conflicts of law, severability, codification, scrivener’s errors, and modifications that may arise from consideration at public hearing, and an effective date. (Greensheet No. 21-06-120)

12. First Reading and Public Hearing of the following Ordinance:

- A. An Ordinance of the City of Bonita Springs, Florida, amending the Bonita Springs Land Development Code, Chapter 4 – Zoning, to amend Sec. 4-898 – Permitted Uses within the Bonita Beach Road Corridor Overlay District, Sec. 4-868 – Uses for the Downtown Form-Based Code, and Article VI, Division 26- Parking; providing for conflicts of law, severability, codification, scrivener’s errors, and modifications that may arise from consideration at public hearing and an effective date. (21-06-121)

**Short recess, if needed**

13. City Attorney’s Items

- A. Approve the updated Public-Private Operating Agreement with Everglades Wonder Gardens. (Greensheet No. 21-06-124)

14. City Manager’s Items

- A. Provide direction to staff to revise and update the City’s current Water Conservation and Irrigation Restriction Regulations(Article III Water Conservation – Sec. 42-47) to provide for compliance and consistency with the requirements set forth by Florida Statutes and the South Florida Water Management District (SFWMD). (Greensheet No. 21-06-125)
- B. Distribution of draft scope for an RFP seeking a Comprehensive Wayfinding Signage and Gateway Feature Master Plan. (Greensheet No. 21-06-119)

15. Mayor and Council Member Reports
16. Approval of Minutes: 05/05/21
17. Public Comment
18. Adjournment

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ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT LISA ROBERSON, FINANCE DIRECTOR, 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:** Authorize approval of a Resolution to add Change Order No. 1 to the Maddox Lane Sidewalk & Drainage Project Contract with Infinite Construction, LLC, for the construction of Cockleshell Drive sidewalk in the amount of \$60,544.67, bringing the total amount for Maddox Lane, including the Cockleshell Drive sidewalk to \$646,350.16.

**REQUESTOR:** Matt Feeney, Assistant City Manager

**AGENDA:** Consent

**STRATEGIC PRIORITY:** #2 – Transportation

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**BACKGROUND:** March 3, 2021 – Council approved agreement with the lowest responsible and responsive bidder Infinite Construction, LLC in the construction of the Maddox Lane Sidewalk & Drainage Project in the amount of \$585,805.40.

Cockleshell Drive intersects Maddox Lane at its northern terminus. The City has budgeted funds for a Cockleshell Drive sidewalk extension at the southern end of Cockleshell Drive that connects the existing sidewalk to Shangri-La Road. The City has updated a set of “shelf plans” for the extension and requested pricing from the Maddox Lane contractor to perform the Cockleshell Drive sidewalk extension.

**STAFF RECOMMENDATION:** Approve

**ATTACHMENTS:**

1. Resolution
2. Change Order No. 1

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**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 21 –

RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE MADDOX LANE SIDEWALK & DRAINAGE PROJECT CONTRACT WITH INFINITE CONSTRUCTION, LLC FOR THE CONSTRUCTION OF COCKLESHELL DRIVE SIDEWALK IN THE AMOUNT OF \$60,544.67, BRINGING THE TOTAL AMOUNT FOR MADDOX LANE INCLUDING COCKLESHELL DRIVE SIDEWALK TO \$646,350.16.

WHEREAS, City staff has budgeted funds for a Cockleshell Drive sidewalk extension at the southern end of Cockleshell Drive that connects existing sidewalk to Shangri-La Road. The City has updated the shelf ready plans and requested pricing from Infinite Construction thereby saving any mobilization expense.

WHEREAS, Infinite Construction, LLC submitted a Proposal in the amount of \$60,544.67

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

Section 1. Accept Change Order No. 1 from Infinite Construction, LLC

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 2<sup>nd</sup> day of June 2021

AUTHENTICATION:

\_\_\_\_\_  
Mayor City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney

Vote:

Carr \_\_\_ Purdon \_\_\_  
Corrie \_\_\_ Quaremba \_\_\_  
Forbes \_\_\_ Steinmeyer \_\_\_  
Gibson \_\_\_

Date filed with City Clerk: \_\_\_\_\_

CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT  
CHANGE ORDER – NO. 1

Change Order Requires Approval by the City Council for Expenditures Over \$50,000

CONTRACT/PROJECT NAME: **MADDOX LANE SIDEWALK & DRAINAGE PROJECT**

CONTRACTOR: Infinite Construction, LLC PROJECT NO.: \_\_\_\_\_

CONTRACT No.: BSC# 21-03-058 BID NO.: RFB #20-24

CHANGE REQUESTED BY: Matt Feeney DATE OF REQUEST.: May 13, 2021

Upon the completion and execution of this Change Order by both parties to the Contract, and upon the CITY issuing the CONTRACTOR a written Notice to Proceed, the CONTRACTOR will be authorized to and shall proceed to make the following changes in the Contract Documents:

Description: Include Cockleshell Dr sidewalk to the Maddox Lane Sidewalk & Drainage Project

Purpose of Change Order: Addition of Cockleshell sidewalk construction to Maddox Lane Project at a cost of \$60,544.67  
(Proposal attached contains line items)

Attachments (List documents supporting change) Infinite Construction Proposal for Cockleshell Dr. sidewalk construction.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
<u>\$585,805.49</u>	<u>N/A</u>
Previous Change Orders No. <u>0</u>	Calendar Days
\$ <u>0</u>	Net change from previous Change Orders
Contract Price prior to this Change Order	Calendar Days
<u>\$585,805.49</u>	Contract Time prior to this Change Order
Net Increase (Decrease) of this Change Order No. 1	Calendar Days
<u>\$60,544.67</u>	Net Increase (Decrease) of this Change Order
Contract Price with all approved Change Orders	Calendar Days
<u>\$646,350.16</u>	Contract Time with all approved Change Orders
	Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents an agreement for payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

<p>RECOMMENDED:</p> <p>By: _____ Consultant (if applicable)      Date</p> <p>By: _____ Public Works      Date</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor</p> <p>Date Accepted: _____</p> <p>Corporate Seal</p>	<p>APPROVAL:</p> <p>By: _____ Mayor - City of Bonita Springs</p> <p>Date Approved: _____</p> <p>By: _____ City Attorney's Office</p> <p>Date Approved: _____</p>
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ENGINEER 100% CONSTRUCTION COST ESTIMATE  
 COCKLESHELL DR. SIDEWALK IMPROVEMENTS  
 PROJECT NO. BSC-16-03-31

Item No.	Item Description	Units	Quantity	UNIT Cost (*)	Total Cost
102-1	Maintenance of Traffic	LS	1	\$ 5994.00	\$ 5994.00
104-10-3	Sediment Barrier	LF	595	\$ 1.65	\$ 981.75
104-18	Inlet Protection System	EA	6	\$ 90.00	\$ 540.00
110-1-1	Clearing and Grubbing	AC	0.36	\$ 8500.00	\$ 3060.00
110-4-10	Removal of Existing Concrete	SY	22.5	\$ 45.00	\$ 1012.50
110-7	Mailbox (Relocate)	EA	1	\$ 75.00	\$ 75.00
120-1	Regular Excavation	CY	60	\$ 15.00	\$ 900.00
120-6	Embankment	CY	258	\$ 15.00	\$ 3870.00
425-6	Adjusting Valve Boxes	EA	3	\$ 150.00	\$ 450.00
520-1-10	Concrete Curb and Gutter, Type F	LF	38	\$ 21.00	\$ 798.00
522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	843	\$ 43.50	\$ 36670.50
527-2	Detectable Warnings (Inset/Wet Set Type)	SF	51	\$ 25.52	\$ 1301.52
570-1-2	Performance Turf, Sod	SY	859	\$ 3.55	\$ 3049.45
700-1-11	Single Post Sign, F&I Ground Mount, Up To 12 SF	AS	4	\$ 325.00	\$ 1300.00
700-1-50	Single Post Sign, Relocate	AS	3	\$ 83.35	\$ 250.05
711-11-123	Thermoplastic, Standard, White, Solid, 12"	LF	186	\$ 0.95	\$ 176.70
711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	64	\$ 1.80	\$ 115.20

TOTAL: \$

60544.67

Infinite Construction  
 Paulina Kirilina  
 P. Kirilina

**REQUESTED MOTION:** Adopt resolution approving the top-ranked recommendation from the Art in Public Places Board for tenancy of Artist Cottage #3 and authorize City Manager to execute a lease for the use of Artist Cottage #3 for a term of one year

**REQUESTOR:** Nicole Perino, Parks and Recreation Director

**AGENDA:** Consent

**STRATEGIC PRIORITY:** #8 – Economic Development

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**BACKGROUND:** The lease term for the current tenant of Artist Cottage #3 expired on May 4, 2021, and the tenant has exhausted all renewals provided for by the current agreement, which was an initial term of one year and five options for renewal. The tenant, Victor Darai, was also given an additional one-year extension due to the construction downtown and a two-year extension due to Hurricane Irma, both of which interfered with access to the cottages. On November 4, 2020, Council granted an extension to Mr. Darai, to allow him to remain in the Cottage until the end of season, after which a new RFP would be issued.

In March 2021, an RFP was advertised for Artist Cottage #3 for interested parties to submit a Letter of Interest. The City received three Letters of Interest including one by the current tenant. The proposals were reviewed by the Art in Public Places Board at their April 13, 2021 meeting. The board decided to request a presentation from each of the artists - Victor Darai, Heather Nigro, and Patricia Payzant.

Following the presentations, Heather Nigro was voted the top ranked choice for recommendation by the board to rent the cottage for a one-year lease agreement, with three options to renew for additional one-year terms. The agreement further provides for hours of operation during special events, security, utilities, cancellation of lease, and insurance requirements. The agreement requires the artist to rent the premises for the sum of \$300.00 per month from October to May and \$200.00 per month from June to September, for the full term of the agreement.

**STAFF RECOMMENDATION:** Adopt the resolution approving the recommendation for tenancy of Artist Cottage #3 and authorizing the City Manager to execute a lease agreement for use of Artist Cottage #3 for a term of one year

**ATTACHMENTS:**

1. Resolution
2. Proposals

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**REVIEWERS:**

City Manager: Arleen Hunter  
City Attorney: Derek Rooney  
City Clerk: Debra Filipek  
Department Director: Nicole Perino

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

CITY OF BONITA SPRINGS, FLORIDA  
RESOLUTION 21 –

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE RECOMMENDATION OF HEATHER NIGRO BY THE ART IN PUBLIC PLACES BOARD FOR LOI 21-05 FOR ARTIST COTTAGE # 3; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 18, 2021, the City received three (3) Letters of Interest for Artist Cottage #3

- Victor Darai
- Heather Nigro
- Patricia Payzant

WHEREAS, on April 13, 2021, the Art in Public Places Board reviewed all three (3) Letters of Interest.

WHEREAS, on May 18, 2021, the Art in Public Places Board heard presentations from each of the artists, the board voted to recommend Heather Nigro as the top ranked proposal.

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

1. The ranking of proposals by the Art in Public Places board is approved.
2. Staff is authorized to enter into negotiations for an agreement with the top-ranked selection.
3. This Resolution shall become effective immediately upon adoption by the Bonita Springs City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 2<sup>nd</sup> day of June 2021

AUTHENTICATION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

Vote:

Purdon \_\_\_\_\_  
Forbes \_\_\_\_\_  
Gibson \_\_\_\_\_  
Corrie \_\_\_\_\_

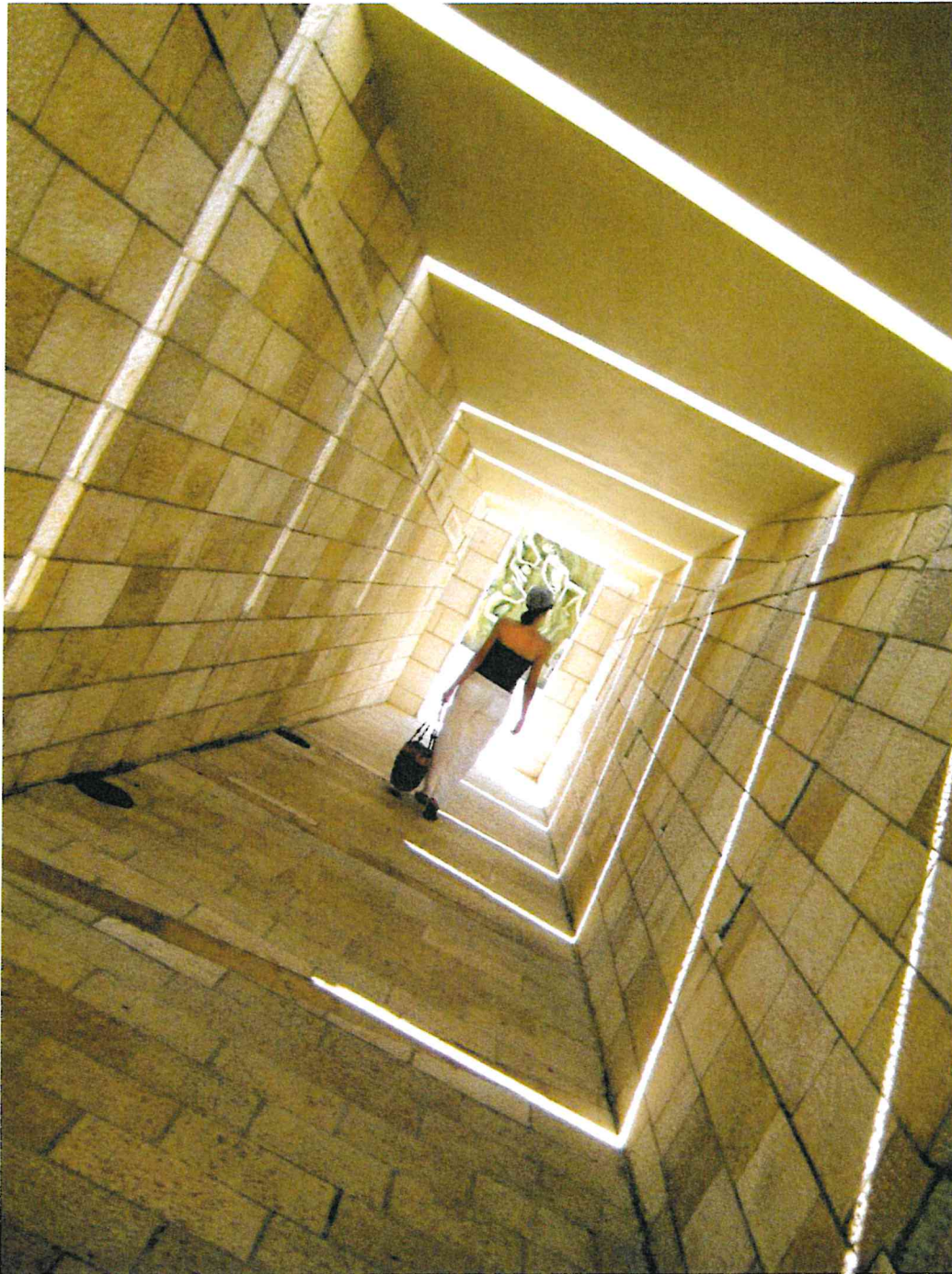
Quaremba \_\_\_\_\_  
Steinmeyer \_\_\_\_\_  
Carr \_\_\_\_\_

Date filed with City Clerk: \_\_\_\_\_



Proposal for Artist's Cottage – Bonita Springs  
March 2021

MAR 11 2021 PM 8:02



*"Walk Into the Light"*

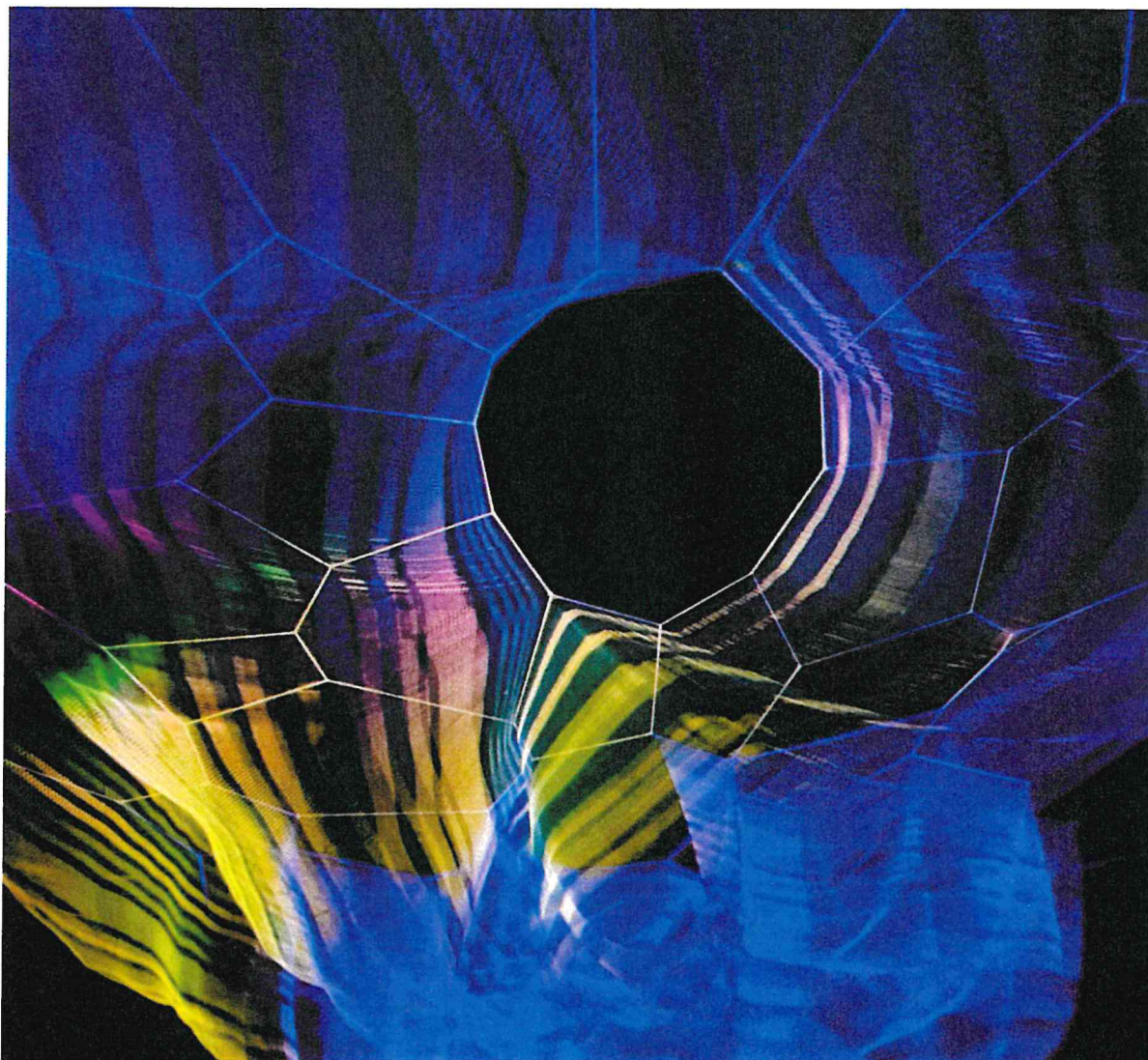
"To take a picture is to capture a feeling and a moment in time for all eternity. It allows the soul to tell an untold story through the lens of the photographer and set it free."

Heather Nigro  
Moxxii Photo

## About Moxxii Photo

My name is Heather Nigro and I'm a photographer with a passion for connecting with others. It is through my camera that I've been able to share my visions of some of my most profound memories -- ranging from travel, to portraits, live music or finding beauty in imperfection. I invite viewers to transcend beyond the image and step into a creative world that is uniquely my own.

My journey with photography began as a teenager, experimenting with film in the darkroom. The process of working with film was like magic to me and I started bringing my camera with me wherever I would go to take snapshots of beauty as it would strike me. 25 years and thousands of photos later, I continue to seek out what is unique and special while sharing my story from behind the lens.



"Hyper Web"



"Minute in Morocco"

## Formats Used

I enjoy working in both digital and film formats (35mm and polaroid) depending on the subject or inspiration. I also like using different materials when printing images, such as metal, wood, metallic paper and even mirrors. As a photographer, it's important to allow the image the best format to live in, and I enjoy printing photos just as much as I do taking them. To me, a photo is not complete until it is printed.



*"Cinderella"*



*"Duane Betts" – Featured in Billboard Magazine*

## Featured Works

My work has been featured in international publications such as Billboard, art exhibitions, museums and in the private homes of collectors. The eclectic nature of my personality is reflected in my photos, emanating joy, wisdom and light.



*"Father and Son" Dickey Betts of The Allman Brothers Band with Son, Duane Betts. Featured in the permanent collection the Allman Brothers Museum in Macon, Georgia.*



"Lost in Lovers Key"

## How I Will Use the Artist's Cottage

I have been a resident of Bonita Springs (annually) for 14 years and have a great love for the community and its continued transformation, particularly on Old 41. My intent is to use the Artist's Cottage as a studio to create new works and utilize the space as a gallery. I would refresh the gallery continually to showcase my latest creations and host events that reflect the theme of what is currently featured. My goal would be to show new exhibits frequently based on popularity and the seasonality of interest.

Additionally, I would like to conduct small classes on photography such as the history of Polaroid, conduct photo collage workshops, and host lectures with notable photographers that would be of interest. I would like Moxxii Photo to be a destination within the Artist's Cottage that will attract others to the area.



*"Traveling Light"*

## Additional Info Requested for LOI

a. Type of Business

*LLC*

b. A timetable of when the Vendor can commence operations at the Cottage.  
*Commencement of operations of the cottage can occur within two weeks of approval of the space.*

c. Any chemicals or mechanical components which may be hazardous, flammable, or otherwise dangerous to the public.

*Chemicals: Film developer, Stop bath and fixer. Chemicals used will be for use by artist when working only, and not available to the general public.*

d. Proof of payment of Lee County Business Tax Receipt (formerly occupational license tax) if available or statement of intent to obtain.

*I intend to obtain a Business Tax Receipt if approved for the cottage.*

e. Proposal for duration of lease including but not limited to requested duration – full time, part time, weekend, seasonal, and commitment to work the special events.

*Seeking to rent the space annually, with use part-time (under 40 hours per week). Cottage will be open to the public each weekend, and during the week with specified hours TBD based on traffic seasonality with adherence to special event schedules.*

Thank you for this wonderful opportunity. - Heather Nigro, Moxxii Photo



Debbie Filipek, City Clerk, City of Bonita Springs,

Bonita Springs Recreation Center,

26740 Pine Ave, Bonita Springs, Florida 34135.

Victor Darai


Email: e2victor@gmail.com

Phone: 919 636 9229

I, Victor Darai, the recent occupier of Artist Cottage #3, would like to present this letter of intent to express my interest in extending my lease of the Artist Cottage number 3 located at Riverside Park, 27300 Old U.S. 41, Bonita Springs, FL 34135.

Best Regards

2, 25, 2021

  
Victor Darai

**Submitted by Patricia M. Payzant**

**Item A: Type of vendor**

My business consists of the creation and sale of original oil paintings, gouache paintings, and prints of my original art.

**Item B: Type of business**

Sole Proprietor

**Item C: Past vendor/work related experience**

I have had thirty years of experience in creating, exhibiting, and selling my paintings, as well as in gallery sitting, exhibition installation duties, and retail sales.

Southwest Florida organizations and venues that have exhibited my work include:

- Center for the Arts at Bonita Springs
- Bonita Springs Historical Society
- Wonder Gardens
- COCO Gallery – Coconut Point, Estero
- Naples Art Association Gift Shop
- Third on Canvas – Naples
- Fort Myers Beach Art Association
- Shucker’s Galleria – February Artist of the Month
- Artwork of Collier County Parks
- Everglades City Visitor Center
- Everglades City Art in the Glades
- Big Arts – Sanibel/Captiva Art League
- Bailey Shell Museum – Sanibel

Affiliations include:

- Florida Plein Air
- American Impressionist Society

**Item D: Type of art**

I plan to exhibit and sell my local plein air and studio oil paintings, gouache paintings, and prints of my original art. I specifically plan to actively create and demonstrate both gouache and oil painting inside the Cottage. My gouache practice consists of an opaque, water-based medium bound in non-flammable gum arabic. My oil practice is solvent-free indoors, and cleans up with soap and water. My paintings will be displayed on the easel and walls, and prints will be available in bins.

**Item E: Use of kiln**

I will not be using a kiln.

**Item F: Commitment and financial capability**

I have the financial capability to meet lease and use requirements.

**Item G: Timetable**

I can commence operations upon my acceptance, completion of entry requirements, and completion of any refurbishment needs of the Cottage.

**Item H: Chemicals**

I will not be using any noxious chemicals or dangerous mechanical components. As discussed under Type of Art, I plan to create water-based gouache and solvent-free oil paintings inside the Cottage.

**Item I: Outside Vendors**

Use of Outside Vendors or Sub-Vendors is not envisioned. Should they be utilized, they will be bound by all Cottage guidelines in a practice similar to mine.

**Item J: Lee County Business Tax**

I will pay Lee County Business Tax and provide Receipt of Payment upon acceptance.

**Item K: Duration of lease**

I plan to utilize the cottage full time in season, which would include weekend and special events participation.

**Item L: Additional information**

While working in a technical career, I received my formal art education at the Boston Museum School of Fine Arts and at the Corcoran School of Art (formerly of Washington DC), taking an Arts Certificate from the latter. I have a strong commitment to local arts organizations as evidenced by my exhibiting, volunteering, donating, and patronage support for local arts organizations. My adherence to quality work standards is demonstrated through my receipt of awards from arts organizations. I have recently received positive news publicity in Florida Weekly and Fort Myers Beach Observer. A collection of my artworks can be viewed on my website: [PatriciaPayzantArt.com](http://PatriciaPayzantArt.com).

Examples of Artwork:

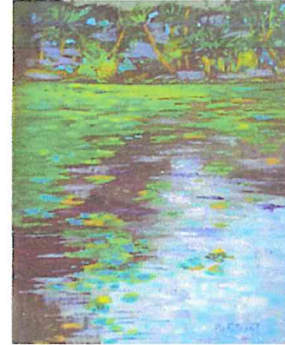
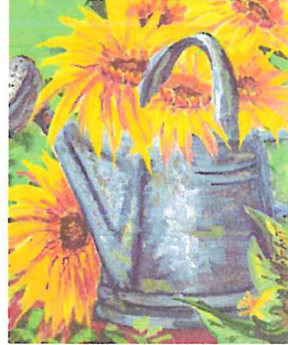
**Studio Oil Paintings:**



**Plein Air Oil Paintings:**



**Gouache Paintings:**



**Prints:**



**Awards, Publicity, Exhibits:**

**Center for the Arts at Bonita Springs, 2021, Merit Award:**



Beach Observer, Feature Article, 2021:



Beach Observer, Exhibit Photo, 2021:



COCO Gallery, Coconut Point, Estero, Exhibit Photo, 2021:



Wonder Gardens, Exhibit, 2021:



Artwork photo from "Florida Weekly", April 16, 2020:



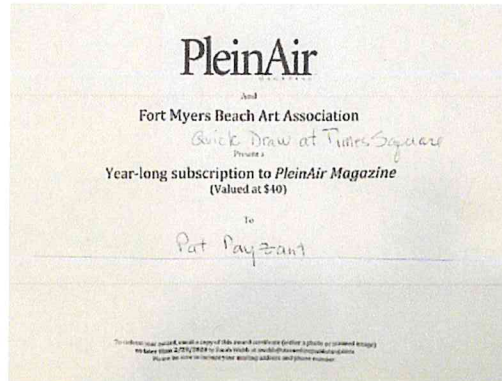
Third on Canvas, Naples, Plein Air Festival photo, 2020:



Fort Myers Beach Art Association, 2019, Merit Award:



Award certificate from Fort Myers Beach Art Association,  
Plein Air Quick Draw, 2019:



Artwork of Collier County Parks, Second Place, 2019:



Award photo from Center for the Arts at Bonita Springs, 2017:



Award photo from Northern Trust Holiday Card Contest, First Place, 2017:



**Item M: Current Tenant**

I am a new applicant in 2021.

**REQUESTED MOTION:** Approve a sub-recipient agreement between the City of Bonita Springs and Kisinger Campo and Associates Corporation for stormwater design of Citrus Park/East Bonita Stormwater Improvement Project.

**REQUESTOR:** Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

**AGENDA:** Consent

**STRATEGIC PRIORITY:** 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 5) Community Aesthetics

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**BACKGROUND:** Staff issued a Request for Qualifications (RFQ# 20-29) on January 15, 2021 for design, Hydrologic and Hydraulic Modeling Study and construction plans for the Citrus Park/East Bonita Stormwater Improvement Project. The submittal deadline was February 16, 2021. The City received five (5) proposals on February 16, 2021.

The Selection Committee met on March 10, 2021 and selected Kisinger Campo & Associates. On March 24, 2021 City Council approved the Selection Committee's recommendation to negotiate a contract with the top ranked firm, Kisinger Campo & Associates.

Funding: Stormwater Utility Acct# 30.250.539-6808 and East Bonita Springs Stormwater Improvement Project Acct# 30.250.538.6106

**STAFF RECOMMENDATION:** Approve a sub-recipient agreement between the City of Bonita Springs and Kisinger Campo and Associates Corporation for stormwater design of Citrus Park/East Bonita Stormwater Improvement Project.

**ATTACHMENTS:**

1. Kisinger Campo & Associates Agreement
- 

**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

CITY OF BONITA SPRINGS, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and KISINGER CAMPO & ASSOCIATES, CORP (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: CITRUS PARK/EAST BONITA STORMWATER IMPROVEMENT PROJECT RFQ#20-29, and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Bonita Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

1.01 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) financial assistance will be used to fund all or a portion of the contract. The consultant will comply with all applicable Federal laws, regulations, executive orders, HUD CDBG-DR policies, procedures, and directives.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 CITY

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

2.02 CONSULTANT

The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work, and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES

The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical, and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions of this Agreement.

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Lee County and in the City of Bonita Springs, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines which requires the Consultant to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services shall serve as a basis for the City to consider the development and issuance of a change order to provide for a change to, or additional services to the services set forth in this Agreement.

3.03 CITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

Neither review, approval, or acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval, or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.04 LIABILITY AND HOLD HARMLESS

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

3.05 NOT TO DIVULGE CERTAIN INFORMATION

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

3.06 ADDITIONAL SERVICES

Should the City request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

3.07 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted

to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or other factual unit costs.

3.08 IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

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

ARTICLE 4.00-COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit no more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

ARTICLE 5.00-TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to

commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 6.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 7.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 8.00- COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

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

ARTICLE 9.00-INSURANCE

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

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents, and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

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

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

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

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

evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

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

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

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

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

#### ARTICLE 10.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

#### ARTICLE 11.00-MAINTENANCE OF RECORDS

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

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

#### 11.01 COMPLIANCE WITH PUBLIC RECORDS LAW

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

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City 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 Florida Statutes §119 or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, [debbie.filipek@cityofbonitasprings.org](mailto:debbie.filipek@cityofbonitasprings.org).**
- h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 12.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 13.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatever on this Agreement.

ARTICLE 14.00-NOTICES AND ADDRESS OF RECORD

14.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager if waived by City:

Elly Soto McKuen, Senior Project Manager  
 City of Bonita Springs  
 9101 Bonita Beach Road  
 Bonita Springs, FL 34135

Copy: City Attorney  
 City of Bonita Springs  
 9101 Bonita Beach Road  
 Bonita Springs, FL 34135

14.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record if waived by Consultant:

Kisinger Campo & Associates, Corp.  
13461 Parker Commons Boulevard, Suite 104  
Fort Myers, FL 33912  
 Telephone Number: (239) 278-5999  
 Fax Number: (813) 871-5135  
 ATTENTION: Brian Rose, P.E.  
 Project Director

#### 14.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

#### ARTICLE 15.00-TERM

This Agreement is effective as of the first written date above and shall remain in effect a period of two (2) years with the option to renew for one (1) additional year, upon mutual agreement.

#### ARTICLE 16.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant and will follow the manner for termination as outlined in 2 CFR Part 200, Appendix II(B).

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement, or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

#### ARTICLE 17.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

#### ARTICLE 18.00-ACCEPTANCE

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

#### ARTICLE 19.00-EQUAL EMPLOYMENT OPPORTUNITY

The Consultant hereby agrees that it will incorporate or cause to be incorporated into this contract or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

19.01 The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

19.02 The consultant 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.

19.03 The consultant 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.

19.04 The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

19.05 The consultant 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.

19.06 The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

19.07 In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction 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.

19.08 The consultant will include the portion of the sentence immediately preceding paragraph (1) and 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 subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

The consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the consultant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 20.00 COPELAND "ANTI-KICKBACK" ACT

The consultant shall comply with 18 USC § 874, 40 USC § 3145 and the requirements of 29 USC Part 3 as maybe applicable, which are incorporated by reference into this contract.

20.01 SUBCONTRACTS

The consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subconsultant. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.

20.02 BREACH

A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a consultant and subconsultant as provided in 29 CFR § 5.12.

ARTICLE 21.00-ACCEPTANCE

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

**(This space intentionally left blank)**

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

ATTEST:

CITY OF BONITA SPRINGS CITY COUNCIL

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
CITY ATTORNEY'S OFFICE

ATTEST:

(CONSULTANT)

\_\_\_\_\_  
(Witness)

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

CORPORATE SEAL

## EXHIBIT A

### Scope of Professional Services RFQ#20-29 Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

#### Basic Services

##### Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement.

##### Section 2 Tasks

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

#### **SUB-TASK 2.1 - Data Collection and Field Review**

The objective of this task is to gather pertinent data related to the project from the CITY, other applicable agencies, and local communities. The data collected shall be reviewed to determine the significance of the information relative to defining the project design, hydrologic/hydraulic characteristics, wetlands, other surface water quantity within the project area. The information to be reviewed includes existing model data, available reports, as-built plans, permits, etc. for the extent of the project area. Available relevant environmental data including soils, land use, wetlands, hydrography, etc. will also be collected. The CONSULTANT will use the available Lee County 2017 LIDAR for stormwater data within the project area and outside the project construction limits.

This task includes site reconnaissance efforts. The CONSULTANT shall conduct site reconnaissance by key design team members to observe current site conditions and to inspect areas of special concern with respect to necessary design requirements. One site visit is included in this scope of services.

#### **SUB-TASK 2.2 – Existing Conditions Model Development and Analysis**

This task involves the development of a stormwater model of the existing conditions to include hydrologic and hydraulic parameters such as: sub-basin delineation, existing land uses, soils, reach definition, and storage. The model will be used to estimate existing flows and flood stages and to identify and quantify existing flood problems.

#### **SUB-TASK 2.3 – Hydrologic Database Mapping**

The CONSULTANT will prepare a base map (8-1/2"x11" or 11"x17") featuring model boundaries, major roadway systems, aerial photography, GIS grade topography, and other pertinent features as applicable for the proposed study area.

The CONSULTANT will prepare a nodal network map. This will serve as the basis for the hydrologic parameter takeoffs and for the final model network.

The CONSULTANT will focus on the primary drainage system and determine access points into the system (connection points for secondary drainage systems). The CONSULTANT will not model or design driveway culverts, swales, or secondary drainage systems.

The CONSULTANT will prepare hydrologic features map data layers including:

- Impervious & Pervious: Existing conditions will be based on the GIS Mapping supplemented with the most recent aerial photographic maps as well as field observations at the initiation of this study.
- Soils: Based on the Natural Resources Conservation Service (NRCS) mapping for City, USDA Web Soil Survey, and/or field observation and analysis.

- Watershed and Sub Basin Delineation: Based on the most recent topographic survey maps and the nodal network above.

The CONSULTANT will use ICPR4 to develop an existing conditions model that encompasses the project area. No groundwater modeling is included in this scope of services. Sea level rise will be considered in establishing tailwater conditions for the modeling of the stormwater system if applicable. The CONSULTANT will determine the rates and volumes of stormwater runoff for appropriate storm events. The CONSULTANT shall provide modeling scenarios for the existing conditions.

The CONSULTANT will determine the extents, magnitude of flooding, and other existing information necessary to prepare a Benefit Cost Analysis (BCA) for the 100-year storm event for the study area. The CONSULTANT will prepare a written description for each problem area that describes the causes and the extent of the problem(s). Prior to continuing, the CONSULTANT will coordinate a meeting with the CITY Project Manager to review the existing conditions model results.

#### **SUB-TASK 2.4 – Design Conditions Model Development and Analysis**

This task includes the development of up to three (3) conceptual design alternatives that will provide flood relief for the project area. The proposed designs shall identify land acquisition and/or easement requirements, preliminary construction costs, construction constraints, wetland and conservation area impacts, and permit requirements. Design flood stages and flow rates will be evaluated and compared to the existing condition results and a comparison table will be included in the Summary Memorandum as discussed below. The FEMA BCA (toolkit 6) will be prepared for each design alternative.

The CONSULTANT will focus on the primary drainage system and determine access points into the system (connection points for secondary drainage systems). The CONSULTANT will not model or design driveway culverts, swales, or secondary drainage systems.

The CONSULTANT will use ICPR4 to develop a proposed conditions model that encompasses the project area. No groundwater modeling is included in this scope of services. Sea level rise will be considered in establishing tailwater conditions for the modeling of the stormwater system if applicable. The CONSULTANT will determine the rates and volumes of stormwater runoff for appropriate storm events. The CONSULTANT shall provide modeling scenarios for the three (3) proposed alternatives.

#### **SUB-TASK 2.5 – Design Summary Report**

The CONSULTANT shall prepare a technical engineering report to document the analysis of the existing stormwater management systems, summarize the recommended improvements, define land acquisition requirements, identify permitting requirements, provide estimates of the costs for construction, detail the results of the computer modeling, and quantify the benefits derived from the solution concepts and provide a recommendation based on the objectives discussed above. The report will also include a FEMA Benefit Cost Analysis.

The Design Memo will be provided to the CITY for review and comment. Upon receiving the CITY comments, the CONSULTANT will review and, if necessary, request clarification prior to proceeding with Construction Documents.

#### **SUB-TASK 2.6 – Public Involvement**

Prior to continuing to construction design and plans production, the CONSULTANT will coordinate a meeting with the CITY Project Manager to review the conceptual designs and design conditions model results.

The CONSULTANT will present concept designs and model results at one (1) City Council meeting.

#### **SUB-TASK 2.7 – Construction Documents**

The CONSULTANT will proceed with construction documents upon the receipt of the CITY's notice to proceed with one (1) of the three (3) conceptual design alternatives presented. Plans will be submitted at the 60% and 100% design phases. Utility Identification and Notification: The CONSULTANT will notify respective utility owners of the project and associated work at the 60% construction plan submittals. The CONSULTANT will incorporate or modify the existing utilities based on the utility owners' markups. The planning of relocation efforts, identification of required relocation times, and phasing are not included in this scope of services.

100% Plans: Upon completion of the CITY's 60% review the CONSULTANT will revise and submit 100% construction

plans to the CITY for review.

Preparation of Provisions and Supplemental Conditions: The CONSULTANT will prepare Supplemental Specifications, Special and Technical Provisions as necessary to direct the work. Modifications to Division I of the FDOT Standard Specifications for Road and Bridge Construction are not included.

Cost Estimates: The CONSULTANT will furnish detailed construction quantities and cost estimates at each submittal phase (60% and 100%). The cost estimate will include final design services, construction, and materials. No quantity computation booklet is anticipated but an Excel spreadsheet that tabulates the quantities will be provided. Post design bidding services are not included in this Scope of Services.

### **SUB-TASK 2.8 - Environmental Permitting**

The CONSULTANT shall prepare and submit applications for permits necessary to construct the project and will respond to any RAI's from the permitting agencies. Fees for permits shall be paid by the CITY. The agencies requiring permits include SFWMD Environmental Resource Permit, USACE General Permit, and Tribal Consultation. Permit applications other than those specified above are not included in this Scope of Services.

#### **Environmental Resource Permit (ERP)**

Pre-Application Meeting: A pre-application meeting will be held with SFWMD to present the design and discuss the permit requirements. The CONSULTANT will summarize the meeting and provide meeting minutes to the CITY

Permit Application Preparation: If applicable, the CONSULTANT shall prepare and submit permit packages to the SFWMD. The CONSULTANT will monitor the permit throughout the approval process and will respond to requests for additional information (RAIs). The permit application shall be submitted upon completion of the 60% plan set.

#### **FDEP State 404 Permit**

Permit Application Preparation: If applicable, the CONSULTANT shall prepare and submit a permit package to the FDEP. The CONSULTANT will monitor the permit throughout the approval process and will respond to request for information. The permit application shall be submitted upon completion of the 60% plan set.

#### **Tribal Consultation Package**

Information Package: The CONSULTANT shall prepare and provide the following information to the CITY:

- Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
- Previous and current use of proposed project area
- Any known site work or historic uses for the proposed location
- Any available studies that may have taken place on the property (CITY will assist in searching for studies).

#### **Other Permits**

The NPDES (Construction) Permit shall be the responsibility of the Contractor. No other permits are included in this Scope of Services.

### **DELIVERABLES**

Upon satisfactory completion of the work, the CONSULTANT will deliver the following:

- Public Involvement exhibits consisting of aerials and conceptual design
- One electronic copy (PDF) of the technical report with base map and nodal map
- One electronic copy (PDF) of the construction plans
- One electronic (PDF) signed & sealed set of construction plans (11" x 17")
- An electronic deliverable with pertinent GIS files and ICPR4 Models will be provided
- FEMA Benefit Cost Analysis documentation for each of the 3 alternatives in a format acceptable to the CITY and Florida Department of Emergency Management
- One (1) copy of the CRAS report in electronic format (pdf)
- One (1) copy of the Geotechnical report in electronic format (pdf)

EXHIBIT B

Compensation and Method of Payment  
RFQ #20-29  
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

Section 1 Basic Services/Task(s)

The City shall compensate the Consultant for providing and performing the task(s) set forth and enumerated in the Scope of Professional Services, as follows:

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
Sub-Task 2.1	Data Collection and Field Review	\$ 6,888	LS	
Sub-Task 2.2	Existing Conditions Model Development and Analysis	\$25,806	LS	
Sub-Task 2.3	Hydrologic Database Mapping	\$ 8,940	LS	
Sub-Task 2.4	Design Conditions Model Development and Analysis	\$25,872	LS	
Sub-Task 2.5	Design Summary Report	\$25,668	LS	
Sub-Task 2.6	Public Involvement	\$ 6,732	NTE	
Sub-Task 2.7	Construction Documents	\$50,388	LS	
Sub-Task 2.8	Environmental Permitting	\$14,998	LS	
TOTAL		\$165,292		

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2  
 RFQ #20-29  
 Citrus Park/East Bonita Stormwater Improvement Project  
 Consultant's Personnel Hourly Rate Schedule\*

Date: June 2, 2021

Should it be mutually agreed to base compensation for additional services on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained below.

CONSULTANT OR SUB-CONSULTANT NAME: \_\_\_\_\_  
 (A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct** Payroll Average Hourly Rate
N/A	

\*NOTE: A separate personnel hourly rate schedule should also be attached for each sub-consultant listed in Consultant's Associated Sub-Consultant(s) and Subcontractor(s).

\*\*NOTE: Direct Payroll Hourly Rate means the actual gross hourly wage paid.

\*\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

EXHIBIT C

Time and Schedule of Performance  
 RFQ #20-29  
 Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

This Exhibit establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in the Scope of Professional Services. The Times and Schedule of Performance set forth hereinafter is established pursuant to Time and Schedule of Performance.

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Sub-Task 2.1	Data Collection and Field Review	30	30
Sub-Task 2.2	Existing Conditions Model Development and Analysis	30	60
Sub-Task 2.3	Hydrologic Database Mapping	60	120
Sub-Task 2.4	Design Conditions Model Development and Analysis	30	150
Sub-Task 2.5	Design Summary Report	30	180
Sub-Task 2.6	Public Involvement	30	210
Sub-Task 2.7	Construction Documents	120	330
Sub-Task 2.8	Environmental Permitting	90	420

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)  
RFQ #20-29  
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing services and work on this project:

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
	N/A	

EXHIBIT E

Project Guidelines and Criteria  
RFQ #20-29  
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

The City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

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

Item No. 1

NONE

EXHIBIT F

Truth in Negotiation Certificate  
RFQ #20-29  
Citrus Park/East Bonita Stormwater Improvement Project

Date: June 2, 2021

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the RFQ #20-29 CITRUS PARK/EAST BONITA STORMWATER IMPROVEMENT PROJECT.

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Truth-In-Negotiations Certificate.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_ who is personally known OR has produced \_\_\_\_\_  
(Print or Type Name) (Type of Identification & Number)

as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Commission Number/Expiration

EXHIBIT G

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. <input checked="" type="checkbox"/> <b>The policy shall be endorsed to provide a waiver of subrogation in favor of the City.</b> NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
<input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence (Workers' Compensation Part B)
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <input checked="" type="checkbox"/> <u>\$1,000,000</u> per occurrence, <u>\$1,000,000</u> aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
<input checked="" type="checkbox"/> Indemnification	To the fullest extent permitted by Florida law, the Contractor/Vendor/ Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all third-party liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees to the extent caused by the negligent act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
<input checked="" type="checkbox"/> Automobile Liability	<input checked="" type="checkbox"/> <u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
<input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence  <input type="checkbox"/> United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. <p style="text-align: center;"><b>STATUTORY</b></p> <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence  <input type="checkbox"/> Property Insurance (Or Builder's Risk) <b>Full insurable value of the scope of the work</b>  <input type="checkbox"/> Pollution \$ _____ Per Occurrence  <input checked="" type="checkbox"/> Professional Liability <u>\$1,000,000</u> per claim and in the aggregate

<input type="checkbox"/> Railroad Right of Way	<input type="checkbox"/> Umbrella Excess \$ _____ Per Occurrence  <input type="checkbox"/> Railroad Protective Liability Insurance per occurrence limit of not less than <b>Two Million Dollars (\$2,000,000)</b> and aggregate limits of <b>Six Million Dollars (\$6,000,000)</b> to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability</u> policy coverage to be <u>\$5,000,000</u> . They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage.  For additional information on their insurance requirements and other requirements such as payment for and scheduling Railroad Inspector / Flagman, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
<input type="checkbox"/> Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with The City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
<input type="checkbox"/> Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.  <u><b>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</b></u>

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

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

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

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

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

**EXHIBIT H**

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

**Vendor Covered Transactions**

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

**VENDOR**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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***For City of Bonita Springs use only***

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

Company:     [   ] is debarred            [   ] is not debarred

Verified by: \_\_\_\_\_  
                  Name

Date: \_\_\_\_\_

**EXHIBIT I**

**Scrutinized Companies Statement**

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

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number **RFQ #20-29**, for **CITRUS PARK/EAST BONITA STORMWATER IMPROVEMENT PROJECT**.
2. This sworn statement is submitted by \_\_\_\_\_ whose business  
[Name of entity submitting sworn statement]  
address is \_\_\_\_\_ and (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: \_\_\_\_\_).
3. My name is \_\_\_\_\_ and my relationship to the above is  
[Please print name of individual signing]  
\_\_\_\_\_.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]**

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

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

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

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

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

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

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

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

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

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

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ of

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

produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(stamp)

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***For City of Bonita Springs use only***

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

Scrutinized Companies that Boycott Israel List:

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

Scrutinized Companies with Activities in Sudan List:

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

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

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

Business Operations in Cuba or Syria:

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

Verified by: \_\_\_\_\_

Print Name

Date: \_\_\_\_\_

**REQUESTED MOTION:** Approve a sub-recipient agreement between the City of Bonita Springs and Florida Acquisition and Appraisal, Inc. for land acquisition services for the CDBG-DR Voluntary Home Buyout Program.

**REQUESTOR:** Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

**AGENDA:** Consent

**STRATEGIC PRIORITY:** 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 5) Community Aesthetics

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**BACKGROUND:** Staff issued a Request for Qualifications (RFQ# 20-28) on March 18, 2021 for Miscellaneous Land Acquisition Services for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. The City received three (3) proposals on April 19, 2021 (submittal date).

The Selection Committee met on May 10 and 11, 2021 and selected Florida Acquisition & Appraisal, Inc. On May 19, 2021 City Council approved the Selection Committee’s recommendation to negotiate a contract with the top ranked firm, Florida Acquisition & Appraisal, Inc.

**STAFF RECOMMENDATION:** Approve a sub-recipient agreement between the City of Bonita Springs and Florida Acquisition and Appraisal, Inc. for land acquisition services for the CDBG-DR Voluntary Home Buyout Program.

**ATTACHMENT:**

1. Florida Acquisition & Appraisal, Inc.

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**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

CITY OF BONITA SPRINGS, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and FLORIDA ACQUISITION & APPRAISAL, INC (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: MISCELLANEOUS LAND ACQUISITION SERVICES RFQ#20-28, and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Florida and in the City of Bonita Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a contract shall exist between both parties consisting of:

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

**1.01 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) financial assistance will be used to fund all or a portion of the contract. The consultant will comply with all applicable Federal laws, regulations, executive orders, HUD CDBG-DR policies, procedures, and directives.

ARTICLE 2.00-DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

**2.01 CITY**

The term "City" shall refer to the City of Bonita Springs, a municipality incorporated within the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on the City's behalf relative to this Agreement.

**2.02 CONSULTANT**

The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work, and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement and any and all change orders thereto.

**2.03 PROFESSIONAL SERVICES**

The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical, and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions of this Agreement.

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida, Lee County and in the City of Bonita Springs, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines which requires the Consultant to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services shall serve as a basis for the City to consider the development and issuance of a change order to provide for a change to, or additional services to the services set forth in this Agreement.

3.03 CITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

Neither review, approval, or acceptance by the City of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the City's review, approval, or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the City's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.04 LIABILITY AND HOLD HARMLESS

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

3.05 NOT TO DIVULGE CERTAIN INFORMATION

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

3.06 ADDITIONAL SERVICES

Should the City request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

3.07 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted

to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or other factual unit costs.

3.08 IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22, effective June 1, 2009, Contractors providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of any person hired during the contract term by the contractor and assigned by the Contractor to perform work for the City. Before any contract with the City is signed, proof of enrollment with E-Verify must be provided. The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor the original necessary document(s) to prove identity and employment eligibility, as verified through E-Verify.

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

ARTICLE 4.00-COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

The City shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the City in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties.

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit no more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE CITY

In the event of termination of this Agreement at the convenience of the City, not at the fault of the Consultant, the City shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due and reasonable expenses incurred by the Consultant in affecting the termination of services and work and incurred by the submittal to the City of project drawings, plans, data, and other project documents.

ARTICLE 5.00-TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to

commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

#### 5.02 FAILURE TO PERFORM IN A TIMELY MANNER

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

#### ARTICLE 6.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

#### ARTICLE 7.00-APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

#### ARTICLE 8.00- COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

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

#### ARTICLE 9.00-INSURANCE

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

The Vendor shall procure and maintain property insurance (Builder's Risk, Installation Floaters etc.) upon the entire project, if required, to the full insurable value of the scope of work. The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultants, Subcontractors, agents, and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. All deductibles for property insurance procured by the Vendor shall be the responsibility of the Vendor.

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

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the City of Bonita Springs, Florida, as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the City.

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

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

evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

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

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

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

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

#### ARTICLE 10.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

#### ARTICLE 11.00-MAINTENANCE OF RECORDS

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

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

#### 11.01 COMPLIANCE WITH PUBLIC RECORDS LAW

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

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City 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 Florida Statutes §119 or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, [debbie.filipek@cityofbonitasprings.org](mailto:debbie.filipek@cityofbonitasprings.org).**
- h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 12.00-HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 13.00-ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatever on this Agreement.

ARTICLE 14.00-NOTICES AND ADDRESS OF RECORD

14.01 NOTICES BY CONSULTANT TO CITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the City shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following City address of record and sent to the attention of the City's Project Manager if waived by City:

Elly Soto McKuen, Senior Project Manager  
 City of Bonita Springs  
 9101 Bonita Beach Road  
 Bonita Springs, FL 34135

Copy: City Attorney  
 City of Bonita Springs  
 9101 Bonita Beach Road  
 Bonita Springs, FL 34135

14.02 NOTICES BY CITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the City to the Consultant shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following Consultant's address of record if waived by Consultant:

Florida Acquisition & Appraisal, Inc.

410 S. Ware Boulevard, Suite 700

Tampa, FL33619

Telephone Number: (813) 241-6354

Fax Number: (813) 864-0099

ATTENTION: David Montalvo, Project Director

#### 14.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

#### ARTICLE 15.00-TERM

This Agreement is effective as of the first written date above and shall remain in effect a period of two (2) years with the option to renew for one (1) additional year, upon mutual agreement.

#### ARTICLE 16.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant and will follow the manner for termination as outlined in 2 CFR Part 200, Appendix II(B).

If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the City's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the City may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar days written notice, terminate this Agreement.

In addition to the City's contractual right to terminate this Agreement in its entirety as set forth above, the City may also, at its convenience, stop, suspend, supplement, or otherwise change all, or any part of, the Scope of Professional Services or the Project Guidelines and Criteria, or as such may be established by change order or supplemental task authorization. The City shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement, or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the City dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the City reserves the right to accept or not accept the termination request submitted by the Consultant, effective unless and until Consultant is notified, in writing, by the City of its acceptance.

#### ARTICLE 17.00-MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s), and/or supplemental task authorizations, the latest executed change order(s), and/or supplemental task authorization(s) shall take precedence.

In the event the City issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the City's internal control purposes only, and any and all terms, provisions and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

#### ARTICLE 18.00-ACCEPTANCE

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

#### ARTICLE 19.00-EQUAL EMPLOYMENT OPPORTUNITY

The Consultant hereby agrees that it will incorporate or cause to be incorporated into this contract or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

19.01 The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

19.02 The consultant 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.

19.03 The consultant 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.

19.04 The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

19.05 The consultant 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.

19.06 The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

19.07 In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction 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.

19.08 The consultant will include the portion of the sentence immediately preceding paragraph (1) and 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 subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

The consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the consultant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 20.00 COPELAND "ANTI-KICKBACK" ACT

The consultant shall comply with 18 USC § 874, 40 USC § 3145 and the requirements of 29 USC Part 3 as maybe applicable, which are incorporated by reference into this contract.

20.01 SUBCONTRACTS

The consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subconsultant. The prime consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.

20.02 BREACH

A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a consultant and subconsultant as provided in 29 CFR § 5.12.

ARTICLE 21.00-ACCEPTANCE

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

**(This space intentionally left blank)**

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

ATTEST:

CITY OF BONITA SPRINGS CITY COUNCIL

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
CITY ATTORNEY'S OFFICE

ATTEST:

(CONSULTANT)

\_\_\_\_\_  
(Witness)

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

CORPORATE SEAL

## EXHIBIT A

### Scope of Professional Services RFQ#20-28 Miscellaneous Land Acquisition Services

Date: June 2, 2021

#### Basic Services

##### Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement.

##### Section 2 Tasks

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

#### **APPRAISAL SERVICES**

1. Consultant shall perform all services necessary to estimate the market value for the specified parcels and shall deliver a written appraisal report and required updates in the format as requested, Appraisal or Restricted Report, for each parcel, to the City of Bonita Springs
2. Consultant shall perform all services and prepare all reports in accordance with Florida Statutes, the Uniform Standards of Professional Appraisal Practice, professional standards that are generally accepted in the industry and major appraisal disciplines; together with, but not limited to the following:
  - a. Follow and apply all Uniform Standards of Professional Appraisal Practice (USPAP) requirements in effect as of the date of the report in the appraisal assignment.
  - b. Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property, unless instructed otherwise. A copy of the actual letter sent to the property owner must be included in the Appraisal Addenda.
  - c. Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the scope of work should address:
    - The extent of the inspection and description of the neighborhood and proposed project area
    - The extent of the subject property inspection, including interior and exterior areas
    - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property)
  - d. In the appraisal report, include an adequate description of the physical characteristics of the property being appraised and a description of comparable sales. The appraisal report should also include adequate photographs and location maps of the subject property and comparable sales.
  - e. In the appraisal report, include items required by USPAP, including but not limited to the following:
    - Property right(s) to be acquired, e.g., fee simple, easement, etc.,
    - Value being appraised and its definition,
    - Appraised as if free and clear of contamination (or as specified),
    - Date of the appraisal report and date of valuation,
    - Known and observed encumbrances, if any,

- Title information,
  - Location,
  - Zoning and Land Use,
  - Present use,
  - Provide at a minimum a 5-year sales history of the property and include Executive Summary page in format set forth by The City of Bonita Springs.
- f. In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
  - g. Verify comparable sales with a party to the transaction and identify the party and their contact information in the report.
  - h. Report his or her analysis, and conclusions in the appraisal report.
  - i. Provide the report in double-sided format when possible.

NOTE:

- Hypothetical conditions are not to be used in the appraisal process without the written approval of the City of Bonita Springs.
  - Governmental sales are discouraged as comparable sales.
3. Consultant shall personally perform all those services requiring the exercise of an appraiser's judgment and those services which require an appraiser's conclusion or opinion, including correction of appraisal deficiencies, if any. Such services include, but not limited to, the determination of appraisal approaches (all are to be considered), highest and best use, probability of rezoning, comparability of sale, the verification of market data, and correlation of market data or approaches to an estimate of market value.
  4. Consultant may utilize support services that are performed by an individual other than appraiser, as long as, they are performed under the licensed appraisers. Such services may include, but not necessarily limited to: Search of public records for sales data; gathering of site, neighborhood, or other area data; securing maps, plats, ordinances, zoning information or other documents; or any other services relating to the gathering of factual information.
  5. Date of Valuation - Unless agreed to in writing by the City, the date of valuation for basic services and for non-court updates shall be the date of the Appraiser's last inspection of the property and shall be no more than thirty (30) days prior to the receipt of the appraisal report by the City. **However, those properties identified by the City for purchase under the Voluntary Home Buyout Program will have a date of Valuation of September 2017.**
  6. Eminent Domain (will not be used in the VHBP)
    - I. Litigation Services
      - a. Pretrial or pre-hearing preparation
      - b. Preparation of court exhibits
      - c. Attendance at depositions, pretrial hearings, or other court proceedings
      - d. Appears at Order of Taking hearing or trial
      - e. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the County's position in court.

II. Date of Valuation

- a. For appraisals utilized in eminent domain proceedings under Chapter 74, Florida Statutes (quick take), the date of valuation for Order of Taking hearings shall relate to the date of testimony before the court. The date of valuation for updates of trial testimony after deposit of monies into the court registry shall relate to the date of such deposit.
- b. For appraisals utilized in eminent domain proceedings under Chapter 73, Florida Statutes (slow take), the date of

valuation shall relate to the date of testimony before the court or jury.

#### 7. Late Assignment Delivery

All appraisal assignments are due on or before the date specified in the Supplemental Task Authorization for each assignment. In the event of an unexcused late delivery of the appraisal assignment, a penalty based upon a percentage of the appraisal assignment fee will be deducted as follows:

- 1-7 days past due date - 10% deduction in fee
- 8-14 days past due date - 20% deduction in fee
- 15-21 days past due date - 50% deduction in fee

An assignment will be deemed canceled and no payment rendered for appraisals delivered 22 or more days past due date.

An excused late delivery is permitted with the prior written approval from the City. The approval must be requested by the Consultant in writing no less than 10 days prior to the delivery date.

#### 8. Market Value of the Partial Acquisition of a Parent Tract

If the property being appraised is a partial acquisition, the appraiser must provide the market value of the parent tract, the value of the partial acquisition parcel as part of the parent tract, the remainder value of the parent tract after the acquisition and calculate severance damages; if any.

**FORMATTING OF REPORT:** Together with all USPAP requirements (STANDARD 2), the following is required in the written format of the appraisal report.

Each subject below must be titled with a **BOLD** heading and specifically addressed in the written appraisal report:

- 1) State the identity of the client and any intended users:
  - The client is the City of Bonita Springs
  - The intended user is City of Bonita Springs
- 2) State the intended use of the appraisal.
  - To assist the client/user with acquisition activities and possible purchase of the subject property.
- 3) Identify the real estate involved in the appraisal, together with the legal description.
  - a. State physical property characteristics relevant to the assignment.
  - b. State economic property characteristics relevant to the assignment.
- 4) State the real property interest appraised.
- 5) State the type and definition of value and cite the source of the definition.
  - a. State Marketing Time
  - b. State Exposure Time
- 6) State the effective date of the appraisal and the date of the report.
- 7) State the scope of work used to develop the appraisal.
- 8) State the use of the real estate existing as of the date of value
- 9) State the use of the real estate reflected in the appraisal.
- 10) State the Highest and Best Use.
- 11) State all extraordinary assumptions and hypothetical conditions.

#### TITLE SEARCHES AND CLOSINGS

The Consultant will provide regional real estate title insurance, title certificates, ownership, and encumbrance (O & E)

reports, title searches, closing and other related acquisition services for land and property acquisition on a task assignment basis as outlined below:

- A. The Consultant will prepare closing documents that will generally include preparation of deeds, affidavits, closing statements and other documents necessary to complete a closing; coordinating mortgage payoffs, tax escrows, and other matters required to convey clear title; transfer of documents to sellers for execution; closing real estate transactions and disbursing settlement or closing funds; recording warranty deeds and other instruments that may be required in perfecting the title; preparing and recording corrective documents; delivery of recorded documents and other documents to the City within forty-five (45) days of the date of closing; preparing and filing 1099 forms for each closing (including eminent domain actions if applicable); adhering to closing dates and all time frames and due dates specified in each real estate contract; and other related services as needed.
- B. Title insurance services include compilation of project specifications and recommendations for research; office work necessary for preparation of title certificates, title commitments, title insurance policies, and O&E reports; general title research; updates to title insurance commitments, title certificates, and O&E reports and endorsements.
- C. Resolution of Closing Issues includes resolving title, survey, management, and other closing issues as needed.
- D. Perform expedited title search requests within fifteen (15) calendar days of receipt of the formal request search letter.
- E. Furnish a complete Title Commitment Package within thirty (30) calendar days of receipt of the formal search letter. A Title Commitment Package shall include a complete Title Abstract plus a standard American Land Title Association (ALTA) Commitment for Title Insurance, a summary of title, full legible copies of all documents in the chain of title (including deeds of out conveyances), and information concerning liens, judgments, requirements, and exceptions listed in the Commitment for Title Insurance.
- F. Provide settlement services and perform settlement within ten (10) calendar days of receipt of settlement instructions and purchase funds.
- G. Prepare settlement statements, determine that all closing documents conform to the parties' contract requirements, set the closing appointment, and follow up with the parties to ensure the transaction progresses to closing.
- H. Provide post-settlement documents (settlement sheet and copy of executed documents to be recorded) to the City within five (5) calendar days after settlement.
- I. Properly record all required documents, including application for tax-exempt status, immediately following closing.
- J. Provide filing receipt to the City within ten (10) calendar days after recordation.
- K. Provide original recorded documents and, if title insurance is to be obtained, issue standard ALTA Owner's Title Policy within sixty (60) calendar days after settlement or within ten (10) days of Contractor's receipt from the Land Records Office of the original recorded documents, whichever shall occur first. Provide applicable title insurance policy endorsements within ten (10) calendar days after request by the City.
- L. Provide assistance to the City in any title related issues and in curing defective titles.
- M. Attend meetings with Federal, State, City, and/or County officials, as well as private parties, as necessary with respect to a transaction.
- N. Serve as escrow agent as required.
- O. Provide other related services as directed.
- P. Comply with all federal, state, and local laws and ordinances which are applicable to the nature and scope of the work involved.
- Q. The City will place orders on an as-needed basis and makes no guarantees whatsoever for any specific order quantities or dollar-volumes.

EXHIBIT B

Compensation and Method of Payment  
RFQ #20-28  
Miscellaneous Land Acquisition Services

Date: June 2, 2021

Section 1 Basic Services/Task(s)

The City shall compensate the Consultant for providing and performing the task(s) set forth and enumerated in the Scope of Professional Services, as follows:

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
TOTAL				

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2

RFQ #20-28

Miscellaneous Land Acquisition Services

Consultant’s Personnel Hourly Rate Schedule\*

Date: June 2, 2021

Should it be mutually agreed to base compensation for additional services on an hourly rate charge basis for each involved professional and technical employee’s wage rate classification, the applicable hourly rates to be charged are as set forth and contained below.

CONSULTANT OR SUB-CONSULTANT NAME: Florida Acquisition & Appraisal, Inc., Adrian Gonzalez & Associates, P.A. (Sub-consultant), American Government Services Corporation (Sub-Consultant  
 (A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct** Payroll Average Hourly Rate
<b>APPRAISALS (Each)</b>	
Batches of 1-5	\$980
Batches of 6-10	\$910
Batches of 11-20	\$840
Batches of 21-30	\$770
Batches of 31 & up	\$700
<b>RIGHT OF WAY (Hourly Rates)</b>	
Project Manager \$ 166.81	\$166.81
Senior Acquisition Agent \$ 134.05	\$134.05
Senior Relocation Agent \$ 134.05	\$134.05
Acquisition Agent \$ 95.32	\$ 95.32
Relocation Agent \$ 92.34	\$ 92.34
Secretary / Clerical \$ 59.58	\$ 59.58
Appraiser \$ 149.00	\$149.00
<b>TITLE SERVICES (Each)</b>	
30-50 Year Title	\$490
51-100 Year Title	\$770
Updates (within 5yrs)	\$140
Updates (in 5yrs w/change)	\$210
Mail-Away Closings (w/Ins.)	\$490
Escrow Services	\$ 70
Title Insurance	TBD Promulgated Rate
Ancillary costs, such as recording fees and documentary stamps, are a pass-thru expense and shall be reimbursed by the City.	

\*NOTE: A separate personnel hourly rate schedule should also be attached for each sub-consultant listed in Consultant’s Associated Sub-Consultant(s) and Subcontractor(s).

\*\*NOTE: Direct Payroll Hourly Rate means the actual gross hourly wage paid.

\*\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.



EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)  
 RFQ #20-28  
 Miscellaneous Land Acquisition Services

Date: June 2, 2021

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing services and work on this project:

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
Appraisal and Appraisal Review  American Government Services, Inc.	Adrian Gonzalez & Associates, PA  Title and Closing Services	Yes  Yes

EXHIBIT E

Project Guidelines and Criteria  
RFQ #20-28  
Miscellaneous Land Acquisition Services

Date: June 2, 2021

The City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

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

Item No. 1

NONE

EXHIBIT F

Truth in Negotiation Certificate  
RFQ #20-28  
Miscellaneous Land Acquisition Services

Date: June 2, 2021

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the RFQ #20-28 Miscellaneous Land Acquisition Services.

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Truth-In-Negotiations Certificate.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the Consultant, doing business as:

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_ who is personally known OR has produced \_\_\_\_\_  
(Print or Type Name) (Type of Identification & Number)

as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Commission Number/Expiration

EXHIBIT G

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. <input checked="" type="checkbox"/> <b>The policy shall be endorsed to provide a waiver of subrogation in favor of the City.</b> NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
<input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence (Workers' Compensation Part B)
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <input checked="" type="checkbox"/> <u>\$1,000,000</u> per occurrence, <u>\$1,000,000</u> aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
<input checked="" type="checkbox"/> Indemnification	To the fullest extent permitted by Florida law, the Contractor/Vendor/ Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all third-party liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees to the extent caused by the negligent act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
<input checked="" type="checkbox"/> Automobile Liability	<input checked="" type="checkbox"/> <u>\$ 1,000,000</u> Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
<input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence  <input type="checkbox"/> United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. <p style="text-align: center;"><b>STATUTORY</b></p> <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence  <input type="checkbox"/> Property Insurance (Or Builder's Risk) <b>Full insurable value of the scope of the work</b>  <input type="checkbox"/> Pollution \$ _____ Per Occurrence  <input checked="" type="checkbox"/> Professional Liability <u>\$1,000,000</u> per claim and in the aggregate

<input type="checkbox"/> Railroad Right of Way	<input type="checkbox"/> Umbrella Excess \$ _____ Per Occurrence  <input type="checkbox"/> Railroad Protective Liability Insurance per occurrence limit of not less than <b>Two Million Dollars (\$2,000,000)</b> and aggregate limits of <b>Six Million Dollars (\$6,000,000)</b> to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability</u> policy coverage to be <u>\$5,000,000</u> . They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage.  For additional information on their insurance requirements and other requirements such as payment for and scheduling Railroad Inspector / Flagman, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
<input type="checkbox"/> Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with The City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
<input type="checkbox"/> Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.  <u><b>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</b></u>

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

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

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

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

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

**EXHIBIT H**

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

**Vendor Covered Transactions**

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

**VENDOR**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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***For City of Bonita Springs use only***

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

Company:     [    ] is debarred            [    ] is not debarred

Verified by: \_\_\_\_\_  
                  Name

Date: \_\_\_\_\_

**EXHIBIT I**

**Scrutinized Companies Statement**

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

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number **RFQ #20-28** for **Miscellaneous Land Acquisition Services**.
2. This sworn statement is submitted by \_\_\_\_\_ whose business  
[Name of entity submitting sworn statement]  
address is \_\_\_\_\_ and (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: \_\_\_\_\_).
3. My name is \_\_\_\_\_ and my relationship to the above is  
[Please print name of individual signing]  
\_\_\_\_\_.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply]. [MARK WHICH SECTION THE VENDOR SHOULD BE ANSWERING]**

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

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

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

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

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

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

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

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

The City will follow Florida Statute §287.135. If the City determines this Vendor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the contract is executed, the contract may be terminated by the City by written notification. If the City determines this Vendor is found to have submitted a false certification, placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations with Cuba or Syria, the City shall notify the Vendor of its determination by written notification.

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

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ of

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

produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(stamp)

THIS SPACE INTENTIONALLY LEFT BLANK

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***For City of Bonita Springs use only***

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

Scrutinized Companies that Boycott Israel List:

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

Scrutinized Companies with Activities in Sudan List:

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

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

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

Business Operations in Cuba or Syria:

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

Verified by: \_\_\_\_\_

Print Name

Date: \_\_\_\_\_

**REQUESTED MOTION:** Approve release letter to Florida Department of Environmental Protection for the Cochran Street Multi-Use Path grant agreement.

**REQUESTOR:** Matt Feeney, Assistant City Manager and Elly Soto McKuen, Senior Project Manager

**AGENDA:** Consent

**STRATEGIC PRIORITY:** 1) Stormwater Management, 3) Strengthen City Finances, 4) Environmental Protection, 5) Community Aesthetics

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**BACKGROUND:** The City received notice of project award on November 18, 2019 and executed the contract on December 20, 2019 for \$400,000. The grant is a 1:1 match with the City committing \$400,000 for the construction of the Cochran Street Multi-Use Path project. The scope of the project was to develop a multi-use path within the right-of-way of Cochran Street from Pine Avenue (City's Recreation Center) to Old 41 Road. A portion of the improvements would require a small bridge over a drainage canal and over the existing un-used Seminole Gulf Railroad tracks.

Prior to applying for the grant and based on past partnerships with the railroad on other projects, the City moved forward with the project based on the willingness of the railroad to partner on this project. However, in February 2021, and after numerous attempts to contact the railroad to finalize the pedestrian bridge improvements, the railroad advised they would not be interested in providing an easement or partnering on this project.

With the unfortunate outcome with the railroad, the City contacted the Florida Department of Environmental Protection (FDEP) office to request an amendment to the project description to exclude the railroad or relocate the pathway. FDEP advised that based on the funding criteria (Land and Water Conservation Fund) no substitution projects or amended project scopes could be accepted. Additionally, FDEP has had previous experience with railroad systems statewide and once the projects have been constructed, the railroads were reluctant to provide a deed restriction on their property. FDEP now has a policy that pathways that cross over railroad property should not be funded. FDEP acknowledged that they should not have approved our initial application with the partnership with the railroad.

With no other options available to the City, FDEP has requested a release letter be issued by the City for this project. FDEP has assured staff that release of the grant funds would not hinder us in future grant applications or funding in the future.

**STAFF RECOMMENDATION:** Approve release letter to Florida Department of Environmental Protection for the Cochran Street Multi-Use Path grant agreement.

**ATTACHMENTS:**

1. DEP Release Letter

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**REVIEWERS:**

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

Council Action: Approved  Denied  Deferred  Other \_\_\_\_\_



June 2, 2021

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

**Rick Steinmeyer**  
Mayor

**Amy Quaremba**  
Council Member  
District One

**Jesse Purdon**  
Council Member  
District Two

**Laura Carr**  
Council Member  
District Three

**Chris Corrie**  
Council Member  
District Four

**Michael Gibson**  
Council Member  
District Five

**Fred Forbes, AIA**  
Council Member  
District Six

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

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

**City Clerk**  
(239) 949-6248

**Public Works**  
(239) 949-6246

**Neighborhood Services**  
(239) 949-6257

**Parks & Recreation**  
(239) 992-2556

**Community Development**  
(239) 444-6150

Ms. Tamika Bass  
Florida Department of Environmental Protection  
Land and Recreation Grants Section  
Mail State 585  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399-3000

RE: City of Bonita Springs, Florida; Cochran Street Multi-Use Path  
Land and Water Conservation Fund Grant Application

Dear Ms. Bass:

During recent telephone conversations with City staff regarding the Cochran Street Multi-Use Path grant award, discussions were held that although the railroad has been a great partner with the City on numerous projects crossing over their property, in this instance, they remain steadfastly against providing access over their property in order for the City to complete the project.

Additionally, further conversations between the City and FDEP it was determined that FDEP's previous experience with railroads statewide have been that the railroads have refused to provide necessary deed restrictions on their property after the improvements have been completed. FDEP now has a policy that pathways that cross over railroad property should not be funded.

Finally, in conversations between City staff and FDEP the City learned that the Land and Water Conservation Fund will not allow the City to request an amendment to the project scope (amended location boundary) or any type of project change other than what was initially presented in the grant application. Given the perimeters of the funding agency, the lack of partnership with the railroad and their reluctance to allow for a deed restriction on the property after the project is constructed, the City respectfully requests that our grant be released. It is the City's understanding that releasing funds will not hinder any grant applications in the future.

The City is sincerely grateful for your assistance in working through this project. Should you need anything, please feel free to contact Elly Soto McKuen, Senior Project Manager at (239) 980-2138 or email at [elly.mckuen@cityofbonitasprings.org](mailto:elly.mckuen@cityofbonitasprings.org).

Sincerely,

Rick Steinmeyer  
Mayor

**REQUESTED MOTION:** Review and approve the mobile food vendor request for the Pelican Landing Community Center, located at 24501 Walden Center Drive, Bonita Springs, Florida 34134.

**REQUESTOR:** John Dulmer, Mike Fiigon II, Community Development

**AGENDA:** Consent

**STRATEGIC PRIORITY:** No

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**BACKGROUND:** The Pelican Landing Community Association has applied for mobile food vendor permits for up to six vendors, with no more than two on-site at any one time. The proposed location is the Pelican Landing Community Center, located off Walden Center Drive. A site plan has been provided showing the proposed on-site vending locations. The approval will not cause a parking issue, as the site currently has two more spaces than what the code would require.

Per LDC 4-2156, the Applicant has notified surrounding property owners of their intent to host mobile food vendors and a copy of the letter and mailing list is attached.

**STAFF RECOMMENDATION:** Approve the mobile food vendor requests

**ATTACHMENTS:**

1. Mobile Food Vendor Applications
2. Site Plan
3. Letter to Surrounding Property Owners
4. Mailing List

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**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

RECEIVED  
CITY OF BONITA SPRINGS

MAY 24 2021

COMMUNITY DEVELOPMENT  
DEPARTMENT

81063

**CITY OF BONITA SPRINGS**

Community Development Department  
9220 Bonita Beach Road, Ste. 111  
Bonita Springs, FL 34135  
Phone: (239) 444-6150  
email: [permitting@cityofbonitaspringscd.org](mailto:permitting@cityofbonitaspringscd.org)

**MOBILE FOOD VENDOR  
APPLICATION  
PERMIT #:** \_\_\_\_\_

MFD 4651014  
exp 12/1/2021

If a permit holder is found to operating inconsistent with the standards of the permit, as documented by a violation notice or conviction from the Bonita Springs Hearing Examiner, the permit may be suspended or revoked by the City Council after hearing evidence of the violation in a public hearing. The burden to maintain the permit will be with the permit holder.

1. Vendor Name: WW Events dba Loud Italian Pizza
2. Phone Number: 239 778-7234 Email Address: louditalianpizza@gmail.com
3. Driver's License: W500 52366 0290 Truck License Plate: QIC-X06
4. Truck Name: Loud Italian Pizza Number of Employees: 3-4
5. Address of Proposed Vending Site(s):
  - a. Site #1: 24501 Walden Center Drive Bonita Springs, FL 34134  
Unit Number: \_\_\_\_\_ Strap Number: 16 - 47 - 25 - B 3 - 0150F . 00CE
  - b. Site #2: \_\_\_\_\_  
Unit Number: \_\_\_\_\_ Strap Number: \_\_\_\_\_ - B \_\_\_\_\_
6. Description of the food type and/or beverages being sold: Pizza - drinks (soda) - dessert cups
7. Mobile Vendor Days/Hours of Operation: 9 am - 9 pm  
Scheduled Event Times Vary
8. Surrounding Business(es) Days/Hours of Operation (if utilizing parking spaces): na
9. Commissary Location Address: Cardos Kitchen 1400 Colonial Blvd
  - a. City/State/Zip: Fort Myers, FL 33907 Phone: 239-424-6200
  - b. Date of most recent inspection: \_\_\_\_\_
10. MFV Storage Location Address (when not in use): Bonita Beach Storage
  - a. City/State/Zip: 3371 Bonita Beach Rd, Bonita Springs FL

**CITY OF BONITA SPRINGS**

Community Development Department  
9220 Bonita Beach Road, Ste. 111  
Bonita Springs, FL 34135  
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email: [permitting@cityofbonitaspringscd.org](mailto:permitting@cityofbonitaspringscd.org)

**MOBILE FOOD VENDOR  
APPLICATION  
PERMIT #: \_\_\_\_\_**

If a permit holder is found to operating inconsistent with the standards of the permit, as documented by a violation notice or conviction from the Bonita Springs Hearing Examiner, the permit may be suspended or revoked by the City Council after hearing evidence of the violation in a public hearing. The burden to maintain the permit will be with the permit holder.

1. Vendor Name: Firebread
2. Phone Number: (702) 488.8230 Email Address: gerald.firebread@gmail.com
3. Driver's License: S514-280-76-168-0 Truck License Plate: MFRM 78
4. Truck Name: Firebread Number of Employees: 0
5. Address of Proposed Vending Site(s):
  - a. Site #1: 24501 Walden Center Drive Bonita Springs, FL 34134  
Unit Number: \_\_\_\_\_ Strap Number: 16 - 47 - 25 - B 3 - 0150F. 00CE
  - b. Site #2: \_\_\_\_\_  
Unit Number: \_\_\_\_\_ Strap Number: \_\_\_\_\_ -- \_\_\_\_\_ -- \_\_\_\_\_ - B \_\_\_\_\_
6. Description of the food type and/or beverages being sold: Sub's / coke, sprite,  
\_\_\_\_\_  
\_\_\_\_\_
7. Mobile Vendor Days/Hours of Operation: \_\_\_\_\_  
\_\_\_\_\_
8. Surrounding Business(es) Days/Hours of Operation (If utilizing parking spaces): \_\_\_\_\_  
Monday - Sunday 11-9  
\_\_\_\_\_
9. Commissary Location Address: \_\_\_\_\_
  - a. City/State/Zip: Commercial Kitchen 11770-A metro pkw Fort Myers Phone: 239-4623589
  - b. Date of most recent inspection: 3 times in the year
10. MFV Storage Location Address (when not in use): \_\_\_\_\_
  - a. City/State/Zip: \_\_\_\_\_

# CITY OF BONITA SPRINGS

Community Development Department  
9220 Bonita Beach Road, Ste. 111  
Bonita Springs, FL 34135  
Phone: (239) 444-6150  
email: [permitting@cityofbonitaspringscd.org](mailto:permitting@cityofbonitaspringscd.org)

## MOBILE FOOD VENDOR APPLICATION PERMIT #: \_\_\_\_\_

If a permit holder is found to operating inconsistent with the standards of the permit, as documented by a violation notice or conviction from the Bonita Springs Hearing Examiner, the permit may be suspended or revoked by the City Council after hearing evidence of the violation in a public hearing. The burden to maintain the permit will be with the permit holder.

1. Vendor Name: Richard Guevara
2. Phone Number: (305) 728-9813 Email Address: thefarmerscorn@gmail.com
3. Driver's License: G110-752-73-284-6 Truck License Plate: LDX 551
4. Truck Name: Farmers Corn Number of Employees: 1
6. Address of Proposed Vending Site(s):
  - a. Site #1: 2450 Walden Center Drive Bonita Springs, FL 34134  
Unit Number: \_\_\_\_\_ Strap Number: 16 - 47 - 25 - B 3 - 050F . 00CE
  - b. Site #2: \_\_\_\_\_  
Unit Number: \_\_\_\_\_ Strap Number: \_\_\_\_\_ - B \_\_\_\_\_
6. Description of the food type and/or beverages being sold: Roasted corn, Hot Subs, Ahi poke sandwiches, drinks
7. Mobile Vendor Days/Hours of Operation: Every day
8. Surrounding Business(es) Days/Hours of Operation (If utilizing parking spaces): \_\_\_\_\_
9. Commissary Location Address: 1404 Del Prado Blvd Summit W5
  - a. City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_
  - b. Date of most recent inspection: \_\_\_\_\_
10. MFV Storage Location Address (when not in use): \_\_\_\_\_
  - a. City/State/Zip: \_\_\_\_\_

**CITY OF BONITA SPRINGS**

Community Development Department  
9220 Bonita Beach Road, Ste. 111  
Bonita Springs, FL 34135  
Phone: (239) 444-6150  
email: permitting@cityofbonitaspringscd.org

**MOBILE FOOD VENDOR  
APPLICATION  
PERMIT #:** \_\_\_\_\_

If a permit holder is found to operating inconsistent with the standards of the permit, as documented by a violation notice or conviction from the Bonita Springs Hearing Examiner, the permit may be suspended or revoked by the City Council after hearing evidence of the violation in a public hearing. The burden to maintain the permit will be with the permit holder.

1. Vendor Name: NONNO Gino Food Truck
2. Phone Number: (239) 919-3409 Email Address: NONNOginofoodtruck@gmail.com
3. Driver's License: S 420-287-56-430-0 Truck License Plate: IRK-086
4. Truck Name: NONNO Gino Food Truck Number of Employees: Self
5. Address of Proposed Vending Site(s):
  - a. Site #1: 24501 Walden Center Drive Bonita Springs, FL 34134  
Unit Number: \_\_\_\_\_ Strap Number: 16 - 47 - 25 - B 3 - 015DF 00CE
  - b. Site #2: \_\_\_\_\_  
Unit Number: \_\_\_\_\_ Strap Number: \_\_\_\_\_ - B \_\_\_\_\_
6. Description of the food type and/or beverages being sold: ITALIAN cuisine.  
water, coke, diet coke, sprite
7. Mobile Vendor Days/Hours of Operation: Monday thru Sunday - 8:00AM to 10:00PM  
Whenever a job needs a food truck
8. Surrounding Business(es) Days/Hours of Operation (If utilizing parking spaces): \_\_\_\_\_
9. Commissary Location Address: 3584 Progress Ave
  - a. City/State/Zip: NAPLES, FL 34104 Phone: 239-643-6447
  - b. Date of most recent inspection: 1-2021
10. MFV Storage Location Address (when not in use): Hideaway Storage of NAPLES
  - a. City/State/Zip: NAPLES, FL 34104

**CITY OF BONITA SPRINGS**

Community Development Department  
9220 Bonita Beach Road, Ste. 111  
Bonita Springs, FL 34135  
Phone: (239) 444-6150  
email: [permitting@cityofbonitaspringscd.org](mailto:permitting@cityofbonitaspringscd.org)

**MOBILE FOOD VENDOR  
APPLICATION  
PERMIT #: \_\_\_\_\_**

If a permit holder is found to operating inconsistent with the standards of the permit, as documented by a violation notice or conviction from the Bonita Springs Hearing Examiner, the permit may be suspended or revoked by the City Council after hearing evidence of the violation in a public hearing. The burden to maintain the permit will be with the permit holder.

1. Vendor Name: Chef E. Hector Cordero
2. Phone Number: (419) 705 9927 Email Address: redroccravings@outlook.com
3. Driver's License: C636208630830 Truck License Plate: \_\_\_\_\_
4. Truck Name: Red Roc Cravings Number of Employees: 2
5. Address of Proposed Vending Site(s):
  - a. Site #1: 24501 Walden Center Drive Bonita Springs, FL 34134  
Unit Number: \_\_\_\_\_ Strap Number: 1b - 47 - 25 - B 3 - 0150F. 00CE
  - b. Site #2: \_\_\_\_\_  
Unit Number: \_\_\_\_\_ Strap Number: \_\_\_\_\_ - B \_\_\_\_\_
6. Description of the food type and/or beverages being sold: Gourmet Mexican Cuisine Plus Vegetarian Food Burrito, Tacos, Quesadilla, Rice Bowls, Nachos, Mexi-Burgers, Mexi-Dogs, Soft beverages
7. Mobile Vendor Days/Hours of Operation: 10am - 2pm / 2pm - 5pm / 5pm - 8pm
8. Surrounding Business(es) Days/Hours of Operation (If utilizing parking spaces): \_\_\_\_\_
9. Commissary Location Address: 1008 SE 12 Ave.
  - a. City/State/Zip: Cape Coral, FL. 33914 Phone: 419-705-9927
  - b. Date of most recent inspection: April 14th. 2021
10. MFV Storage Location Address (when not in use): 1008 SE 12th Ave.
  - a. City/State/Zip: Cape Coral, FL. 33914

**CITY OF BONITA SPRINGS**

Community Development Department  
9220 Bonita Beach Road, Ste. 111  
Bonita Springs, FL 34135  
Phone: (239) 444-6150  
email: [permitting@cityofbonitaspringscd.org](mailto:permitting@cityofbonitaspringscd.org)

**MOBILE FOOD VENDOR  
APPLICATION  
PERMIT #: \_\_\_\_\_**

If a permit holder is found to operating inconsistent with the standards of the permit, as documented by a violation notice or conviction from the Bonita Springs Hearing Examiner, the permit may be suspended or revoked by the City Council after hearing evidence of the violation in a public hearing. The burden to maintain the permit will be with the permit holder.

- 1. Vendor Name: Monica Ramirez
- 2. Phone Number: (239)699-8333 Email Address: Kingstacosburritos76@gmail.com
- 3. Driver's License: 562-540-74-567-0 Truck License Plate: Z67JTL
- 4. Truck Name: King's Tacos & Burritos Number of Employees: 2-3
- 5. Address of Proposed Vending Site(s):
  - a. Site #1: 24501 Walden Center Drive Bonita Springs, Fl 34134  
 Unit Number: \_\_\_\_\_ Strap Number: 16 - 47 - 25 - B 3 - 0150F. 00CE
  - b. Site #2: \_\_\_\_\_  
 Unit Number: \_\_\_\_\_ Strap Number: \_\_\_\_\_ -- -- -- B --
- 6. Description of the food type and/or beverages being sold: Authentic Mexican food , street style tacos & drinks
- 7. Mobile Vendor Days/Hours of Operation: Variable
- 8. Surrounding Business(es) Days/Hours of Operation (If utilizing parking spaces):  
Variable
- 9. Commissary Location Address: 1404 Del Prado Blvd. S unit 185
  - a. City/State/Zip: Cape Coral, Fl. 3399C Phone: 239-645-7854
  - b. Date of most recent inspection: \_\_\_\_\_
- 10. MFV Storage Location Address (when not in use): 1259 N. Tamiami trail
  - a. City/State/Zip: North Fort Myers, Fl. 33903





**Pelican Landing Community Association, Inc.**

24501 Walden Center Drive, Bonita Springs, FL 34134  
(239) 947-5977 FAX (239) 947-3606

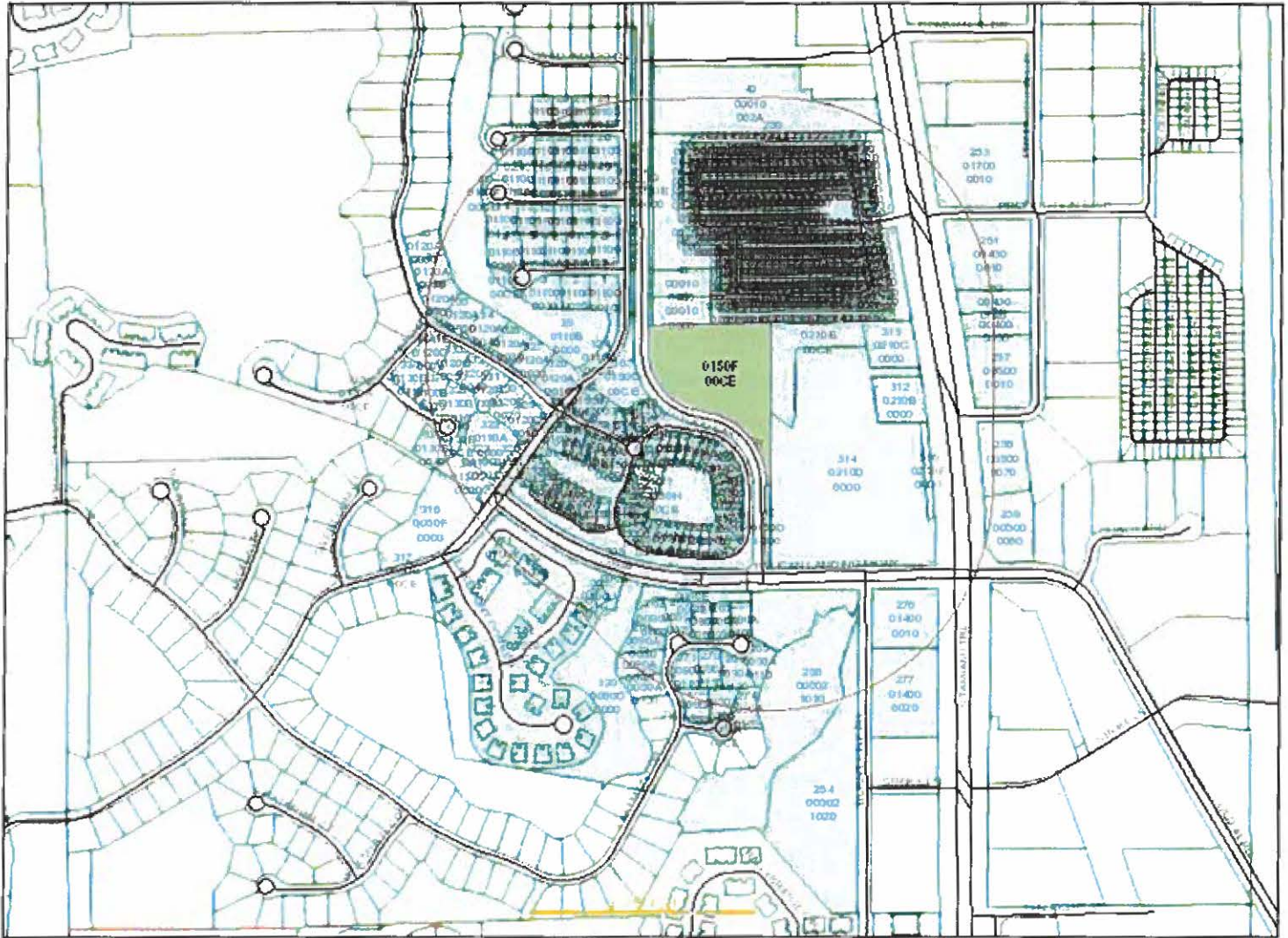
May 7, 2021

Dear Neighbor,

Pelican Landing Community Association will be hosting up to two food trucks in our Community Center parking lot at 24501 Walden Center Drive, Bonita Springs, FL, (parcel #16-47-25-B3-0150F.00CE) for the benefit of our residents. We are required to inform you by the City of Bonita Springs as an applicant to host the food trucks on our private property under recently enacted ordinance #20-05.

Sincerely,

Roy Hyman, CAM  
Acting General Manager  
Pelican Landing Community Association



Date of Report: May 11, 2021  
 Buffer Distance: 1000 feet   
 Parcels Affected: 389  
 Subject Parcel: 16-47-25-B3-0150F.00CE

[Click here to download the map image, mailing labels \(Avery 5161\) and CSV formatted information.](#)

To change, add or remove subject parcels please change the parcel selection in [GeoView](#)

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
BAVARO MICHAEL J & LINDA J 180 OLD BEEKMAN RD MONMOUTH JUNCTION NJ 08852	16-47-25-B1-01100.0010 3481 CASSIA CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 81 LOT 1	1
FRENCH KENNETH GEORGE + LINDA 3491 CASSIA CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0020 3491 CASSIA CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 81 LOT 2	2
MENDENHALL STEVEN C & SUE A 3501 CASSIA CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0030 3501 CASSIA CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 81 LOT 3	3
HIVELY GARY & 3520 CASSIA CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0040 3520 CASSIA CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 81 LOT 4	4
SOFIA JOSEPH R & 3510 CASSIA CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0050 3510 CASSIA CT <sup>93/232</sup> BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 81 LOT 5	5
STORER JOHN TR +	16-47-25-B1-01100.0060	PELICAN LANDING U-8	6

BONITA SPRINGS FL 34134	BONITA SPRINGS FL 34134	LOT 6	
ROBINSON DONALD E 3490 CASSIA CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0070 3490 CASSIA CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 81 LOT 7	7
OLSON LINDA MARIE & 3480 CASSIA CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0080 3480 CASSIA CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 81 LOT 8	8
SPEICHER RICK + DENISE 3009 STATE HILL RD WYOMISSING PA 19610	16-47-25-B1-01100.0090 3481 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 9	9
CARTER WILLIAM PHELPS & 3491 FIDDLEHEAD CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0100 3491 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 10	10
KAY GENE + LORI 2190 LAKESHORE RD # 12A BURLINGTON ON L7R 4K1 CANADA	16-47-25-B1-01100.0110 3501 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 11	11
KISSACK DONNA R TR GREG LUCAS 2618 HUGHS DR ERIE CO 80516	16-47-25-B1-01100.0120 3511 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 12	12
SANTANGELO CHARLES J + SUSAN M 3521 FIDDLEHEAD CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0130 3521 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 13	13
FISCELLA DONALD J + JACQUELINE 3531 FIDDLEHEAD CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0140 3531 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 14	14
VITALE DORTHEA PO BOX 474 COLD SPRING HARBOR NY 11724	16-47-25-B1-01100.0150 3520 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 15	15
BLAIR THOMAS G & 3510 FIDDLEHEAD CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0160 3510 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 16	16
WINSTEN SAUL + PATRICIA 3500 FIDDLEHEAD CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0170 3500 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 17	17
HERON LEON C JR TR 3490 FIDDLEHEAD CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0180 3490 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 18	18
BARTH DEANNA L 3480 FIDDLEHEAD CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0190 3480 FIDDLEHEAD CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 19	19
ROE JOHN E TR + PO BOX 851 SHELTER ISLAND HEIGHTS NY 11965	16-47-25-B1-01100.0200 3481 TASSELFLOWER CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 20	20
TOSON WILLIAM R & BARBARA A TR 3491 TASSELFLOWER CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0210 3491 TASSELFLOWER CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 21	21
NEELEY BRIAN + MARY CAROL 3501 TASSELFLOWER CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0220 3501 TASSELFLOWER CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 22	22
SMITH DAVID A + JOAN M 3511 TASSELFLOWER CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0230 3511 TASSELFLOWER CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 23	23
CRAMER BERNARD F + ANNE M 3501 TASSELFLOWER CT	16-47-25-B1-01100.0240	PELICAN LANDING U-8	24

KOKOLAKIS MIHAIL & 3510 TASSELFLOWER CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0270 3510 TASSELFLOWER CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 27	25
KNOTT SPENCER D TR 3500 TASSELFLOWER CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0280 3500 TASSELFLOWER CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 28	26
EXCELL ANTHONY S + 3490 TASSELFLOWER CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0290 3490 TASSELFLOWER CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 29	27
HOFFMANN WILHELM + HELGA 3480 TASSELFLOWER CT BONITA SPRINGS FL 34134	16-47-25-B1-01100.0300 3480 TASSELFLOWER CT BONITA SPRINGS FL 34134	PELICAN LANDING U-8 PB 50 PG 82 LOT 30	28
BAYSIDE IMPROVEMENT CDD WRATHELL HUNT & ASSOCIATES LLC 2300 GLADES RD STE 410W BOCA RATON FL 33431	16-47-25-B1-0110B.0000 SUBMERGED BONITA SPRINGS FL 34134	PELICAN LANDING UT 8 PB 50 PGS 81-81 TRACT B	29
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B1-0110E.00CE PELICAN LANDING C/E BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 8 PB 50 PGS 81-82 TRACT E	30
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B1-0110F.00CE PELICAN LANDING C/E BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 8 PB 50 PGS 81-82 TRACT F	31
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B1-0110K.00CE PELICAN LANDING C/E BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 8 PB 50 PGS 81-82 TRACT K	32
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B1-0110J.00CE RIGHT OF WAY BONITA SPRINGS FL 34134	PELICAN LANDING UT 8 PB 50 PGS 81-82 TRACT J	33
FALCO MARIO & MARY B 24531 WOODSAGE DR BONITA SPRINGS FL 34134	16-47-25-B1-0120A.0040 24531 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK A PB 50 PG 91 LOT 4	34
KACZKOFISKY ALYSIA 8001 CROWLEY DR SW BYRON CENTER MI 49315	16-47-25-B1-0120A.0050 24521 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK A PB 50 PG 91 LOT 5	35
CARAVELLO MARY E + 24511 WOODSAGE DR BONITA SPRINGS FL 34134	16-47-25-B1-0120A.0060 24511 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK A PB 50 PG 91 LOT 6	36
HUIZINGA THOMAS P TR 24501 WOODSAGE DR BONITA SPRINGS FL 34134	16-47-25-B1-0120A.0070 24501 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK A PB 50 PG 91 LOT 7	37
KING TERRY B TR 24491 WOODSAGE DR BONITA SPRINGS FL 34134	16-47-25-B1-0120A.0080 24491 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK A PB 50 PG 91 LOT 8	38
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B1-0120A.00CE RIGHT OF WAY BONITA SPRINGS FL 34134	PELICAN LANDING U-XI PB 50 PGS 91 + 92 TRACT A C/E RD R/W	39
BAYSIDE IMPROVEMENT CDD WRATHELL HART HUNT & ASSOCIATE 24301 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B1-0150E.0000 PELICAN LANDING C/E BONITA SPRINGS FL	PELICAN LANDING UT 13 PB 53 PGS 1-10 TRACT E	40
TATE KATHLEEN	16-47-25-B2-00010.0000	W 260 FT OF W 1/2 OF	41

NAPLES FL 34108	BONITA SPRINGS FL 34134	N 2400 + PARL 10.005	
BAR N RANCH LLC 24300 S TAMIAMI TRL BONITA SPRINGS FL 34134	16-47-25-B2-00010.002A 24300 S TAMIAMI TRL BONITA SPRINGS FL 34134	PARL LOC IN NE 1/4 OF SECT DESC IN OR 4213 PG 3757 LESS 0060	42
LEISURE TIME CAMPSITES & CLUB 24400 S TAMIAMI TRL # 171 BONITA SPRINGS FL 34134	16-47-25-B2-00010.0050 3274 BECKY LN BONITA SPRINGS FL 34134	N 121.5 FT OF S 243.02 FT OF W 260 FT OF NE 1/4	43
FOSTER BUDDY & CHERYL 3117 BRUNK DR SPRINGFIELD IL 62712	16-47-25-B2-00200.0010 24421 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 1	44
LANDRETH JACK J + 226 BAYS AVE MOREHEAD KY 40351	16-47-25-B2-00200.0020 24425 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 2	45
CICERO LAUREN LAMBERT & 24400 S TAMIAMI TRL LOT 3 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0030 24429 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CAMP PB 35 PG 3 LOT 3	46
JONES EDWARD & LYNETTE 24433 LINDY LN BONITA SPRINGS FL 34134	16-47-25-B2-00200.0040 24433 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 4	47
SOVA MARTIN D & TERRY SUE 423 SUMMER GROVE DOUGLAS MI 49406	16-47-25-B2-00200.0050 24437 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 5	48
JOHNSON DAVID H & JANET S 6721 HINCHEY RD PINCKNEY MI 48169	16-47-25-B2-00200.0060 24441 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 6	49
HARDY BILLY 24400 S TAMIAMI TRL LOT 7 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0070 24445 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 7	50
DEAN GAIL ROSE + PO BOX 1623 BONITA SPRINGS FL 34133	16-47-25-B2-00200.0080 24449 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 8	51
HULSE DAVID H + MARY E 970 BRIARWOOD DRIVE RED WING MN 55066	16-47-25-B2-00200.0090 24453 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 9	52
CUSTIS WENDY L TR 1202 KENSINGTON DR WASHINGTON IL 61571	16-47-25-B2-00200.0100 24457 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 10	53
CONARY HAROLD J + GLORIA A PO BOX 802 UNION ME 04862	16-47-25-B2-00200.0110 3197 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 11	54
ROCHE JAMES TR 5614 DEAUVILLE CT CAPE CORAL FL 33904	16-47-25-B2-00200.0120 3201 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 12	55
NELSON WILLIAM P + 202 KING ARTHUR DR FRANKLIN IN 46131	16-47-25-B2-00200.0130 3205 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 13	56
JACK A STOVER TRUST + 22081 COUNTY ROAD B ARCHBOLD OH 43502	16-47-25-B2-00200.0140 3209 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 14	57
WHITE JOHN M + DEBORAH K PO BOX 307 WILLOW SPRINGS MO 65793	16-47-25-B2-00200.0150 3213 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 15	58
STOREY ROBERT C + 24400 S TAMIAMI TRAIL LOT 16 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0160 3217 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 16	59
BRYANT MARCIA A 5520 W 115TH ST # 501	16-47-25-B2-00200.0170 3221 BECKY LN	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3	60

GRUVER JOHN 3907 PLUMOSA DR SAINT JAMES CITY FL 33956	16-47-25-B2-00200.0180 3225 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 18	61
JAMES CRAIG D TR 24400 S TAMIAMI TRL LOT 19 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0190 3229 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 19	62
ALMON DARLENE A TR 24400 TAMIAMI TRL LOT 20 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0200 3233 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 20	63
MCMAHON CECELIA L TR 24400 S TAMIAMI TRL LOT 21 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0210 3237 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 21	64
GOERTZ MARY J L/E 24400 S TAMIAMI TRL LOT 22 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0220 3241 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 22	65
WORMS RONALD + 12548 CAMWOOD TRL BAXTER MN 56425	16-47-25-B2-00200.0230 3245 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 23	66
HOBART ADELIA SPRING TR 1406 N WALNUT DR DOVER OH 44622	16-47-25-B2-00200.0240 3249 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 24	67
BAAB DOUGLAS R & LISA R 820 STATE ROUTE 212 NW BOLIVAR OH 44612	16-47-25-B2-00200.0250 3253 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 25	68
SPRING STEPHEN M + 135 E 3RD ST UHRICHSVILLE OH 44683	16-47-25-B2-00200.0260 3257 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 26	69
SPRING STEPHEN M + 135 E 3RD ST UHRICHSVILLE OH 44683	16-47-25-B2-00200.0270 3261 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 27	70
GERNERT TARLA W & KEITH O 8220 HOLCOMB RD CLARKSTON MI 48348	16-47-25-B2-00200.0280 3265 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 28	71
BURGETT KIMBER DALE + 17086 N CR 1830 E HAVANA IL 62644	16-47-25-B2-00200.0290 3256 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 29	72
SPRING LINDA 24400 TAMIAMI TRL LOT 30 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0300 3252 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 30	73
HUBER ROBERT DEAN + CLAIRE L 334 W HICKORY HILL DR HAVANA IL 62644	16-47-25-B2-00200.0310 3248 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 31	74
HAGNEY MICHAEL E & 418 E MAIN ST HAVANA IL 62644	16-47-25-B2-00200.0320 3244 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 32	75
HAGNEY MICHAEL E + DEBORAH V 24400 S TAMIAMI TR LOT 33 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0330 3240 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 33	76
MARSACK KEVAN & MARILYN 24400 TAMIAMI TRAIL LOT 34 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0340 3236 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 34	77
POOLE DONALD + JUDITH 104 WOODCREST AV MORTON IL 61550	16-47-25-B2-00200.0350 3232 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 35	78
BOHAYCHYK CHARLES III + 27111 FLOSSMOOR DR BONITA SPRINGS FL 34135	16-47-25-B2-00200.0360 3228 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 36	79

FORT MYERS FL 33919	BONITA SPRINGS FL 34134	LOT 37	
SCARITO PETER J & KAREN 1467 XAVIER AVE FORT MYERS FL 33919	16-47-25-B2-00200.0380 3220 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 38	81
KELCHNER TERRENCE + KATHERINE PO BOX 541 PORT SANILAC MI 48469	16-47-25-B2-00200.0390 3216 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 39	82
KRAUSE GEORGE C + 1105 REAMS RD BALTIMORE MD 21220	16-47-25-B2-00200.0400 3212 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 40	83
HOLLENBECK BRENDA L/E 546 OAKBROOK CIR FLUSHING MI 48433	16-47-25-B2-00200.0410 3208 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 41	84
MORNINGSTAR KATHLEEN + 24400 S TAMIAMI TRL #42 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0420 3204 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 42	85
MONTAYNE JON E & PATRICIA K L/ 4660 BENSTEIN RD COMMERCE TOWNSHIP MI 48382	16-47-25-B2-00200.0430 3200 BECKY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 43	86
GRESKO LOUIS M & SUE A 257 N 15TH ST WEIRTON WV 26062	16-47-25-B2-00200.0440 24442 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 44	87
DURYS WILLIAM M + CHRISTINE 135 SENECA PL LANCASTER NY 14086	16-47-25-B2-00200.0450 24438 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 45	88
BLAUM CURTIS + WAYNETTA 25135 189TH ST BETTENDORF IA 52722	16-47-25-B2-00200.0460 3201 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 46	89
MONAHAN MICHAEL F TR 5140 RIVERWOODS DR GODFREY IL 62035	16-47-25-B2-00200.0470 3205 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 47	90
BLAUM RAYMOND + PHYLLIS J 1202 KENSINGTON DR WASHINGTON IL 61571	16-47-25-B2-00200.0480 3209 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 48	91
MORGAN KENNETH E + MARIAN K 27138 GOLDEN ACRES DR LE ROY IL 61752	16-47-25-B2-00200.0490 3213 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 49	92
KRAUSE WANDA MAE TR 1540 EL CAMINO DR APT 211 PEKIN IL 61554	16-47-25-B2-00200.0500 3217 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 50	93
HUBER GEORGE + NANCY 13220 RED ALDER AVE HUNTLEY IL 60142	16-47-25-B2-00200.0510 3221 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 51	94
CROUCH CAROL 24400 SOUTH TAMIAMI TRAIL #52 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0520 3225 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 52	95
ANDERSON DOUGLAS E JR + RHONDA 24400 TAMIAMI TRL LOT 53 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0530 3229 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 53	96
STANFORD JOHN + DARLENE 3 CRESTVIEW DR HARWICH MA 02645	16-47-25-B2-00200.0540 3233 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 54	97
CONKLEN RANDALL R + 1753 100TH AVE NEW HOLLAND IL 62671	16-47-25-B2-00200.0550 3237 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 55	98

LESLIE MI 49251	BONITA SPRINGS FL 34134	LOT 56	
UNKNOWN HEIRS OF 1854 BROOKFIELD DR AKRON OH 44313	16-47-25-B2-00200.0570 3245 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 57	100
FORTENER JOHN L L/E 24400 S TAMIAMI TRL LOT 58 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0580 3249 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 58	101
WERDERITCH MARLENE A TR 24400 TAMIAMI TRL # 59 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0590 3253 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 59	102
WERDERITCH MARLENE A TR 24400 TAMIAMI TRL S # 59 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0600 3257 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 60	103
HICKEY MICHAEL E & LINDA L 635 TOWNSHIP RD # 1041 NOVA OH 44859	16-47-25-B2-00200.0610 3256 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 61	104
FRANZ SALLY ANN TR 24400 S TAMIAMI TRL LOT 62 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0620 3252 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 62	105
LANG RAYMOND & BARBARA 133 MONTANA DR SAINT CHARLES MO 63304	16-47-25-B2-00200.0630 3248 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 63	106
PAYTON ROBERT M + 8 BIRCHWOOD COMMON LANCASTER NY 14086	16-47-25-B2-00200.0640 3244 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 64	107
SILVESTRI ROBERT 24400 S TAMIAMI TRL LOT 65 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0650 3240 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 65	108
LOCKMAN KARA A 24400 TAMIAMI TRL LOT 66 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0660 3236 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 66	109
FARLOW STANLEY K & PAMELA S 1810 UPPER VALLEY DR WEST JEFFERSON OH 43162	16-47-25-B2-00200.0670 3232 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 67	110
FRANZ SALLY ANN TR 24400 TAMIAMI TRL LOT 62 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0680 3228 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 68	111
MCCLURE GAIL 3014 CAMDEN RD WARREN ME 04864	16-47-25-B2-00200.0690 3224 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 69	112
SPRING DEREK + 635 N WATER ST UHRICHSVILLE OH 44683	16-47-25-B2-00200.0700 3220 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 70	113
BENNETT JONA & SHAWN 17805 HIGHLAND PARK RD DANVILLE IL 61834	16-47-25-B2-00200.0710 3216 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 71	114
YOUNGBLOOD ROBERTA S TR 24400 S TAMIAMI TR #72 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0720 3212 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 72	115
ZEBROWSKI JOSEPH J 24400 S TAMIAMI TRL #73 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0730 3208 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 73	116
TORRES EVELYN 24400 S TAMIAMI TRL #74 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0740 3204 CLIFF LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 74	117
BOMBAY DOUGLAS O PO BOX 169	16-47-25-B2-00200.0750 24426 LINDY LN	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3	118

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SCHENK EDWARD J 24400 S TAMIAMI TRL #76 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0760 24420 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 76	119
SMYTH ANDREW M & W3920 LAKE SHORE DR LAKE GENEVA WI 53147	16-47-25-B2-00200.0770 3205 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 77	120
LENON LARRY L + CAROLE A 7531 BLAKELY DR NE ROCKFORD MI 49341	16-47-25-B2-00200.0780 3209 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 78	121
HUNNEWELL RICHARD + PRISCILLA 32488 COUNTY ROAD 1 LA CRESCENT MN 55947	16-47-25-B2-00200.0790 3213 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 79	122
HUNNEWELL RICHARD + PRISCILLA 32488 COUNTY ROAD 1 LA CRESCENT MN 55947	16-47-25-B2-00200.0800 3217 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 80	123
CICERO TONY & 24400 S TAMIAMI TRL LOT 3 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0810 3221 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 81	124
MORASKI DONALD + MEREDITH 24400 TAMIAMI TRL LOT 82 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0820 3225 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 82	125
KRAMER THOMAS + 1805 CENTERVILLE AVE SARTELL MN 56377	16-47-25-B2-00200.0830 3229 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 83	126
STANFORD JOHN + DARLENE 3 CRESTVIEW DR HARWICH MA 02645	16-47-25-B2-00200.0840 3233 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 84	127
PADE PAUL A + JOSEPHINE M 24400 S TAMIAMI TRL LOT 85 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0850 3237 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 85	128
HERNDON KAREN 24400 S TAMIAMI TRL LOT# 86 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0860 3241 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 86	129
BRAY CLYDE H + DORIS S 814 OAKBROOK DR ASHLAND OH 44805	16-47-25-B2-00200.0870 3245 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 87	130
WILLIAMS ROBERT B & LYNDA H 447 EAST MARKET ST BALTIMORE OH 43105	16-47-25-B2-00200.0880 3249 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 88	131
BARRETT JAMES 24400 TAMIAMI TRL LOT 89 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0890 3253 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 89	132
MCCONNELL LARRY DUANE + 24400 S TAMIAMI TRL LOT 90 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0900 3257 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 90	133
ROBBINS DENISE E PO BOX 426 HUMAROCK MA 02047	16-47-25-B2-00200.0910 3272 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 91	134
LOGAN TINA M 24400 S TAMIAMI TRL LOT 92 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0920 3268 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 92	135
KISSIAH HERMAN 25353 GALASHIELDS CIR BONITA SPRINGS FL 34134	16-47-25-B2-00200.0930 3264 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 93	136
NOWICKI SUSAN M 5300 WOODLAND DR UNIT D OAK FOREST IL 60452	16-47-25-B2-00200.0940 3260 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 94	137

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RAWDON QC J0K 1S0 CANADA	BONITA SPRINGS FL 34134	LOT 95	
ADAMS STEPHEN L & ALICE V 24400 S TAMIAMI TRL LOT 96 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0960 3252 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 96	139
CONNOLLY JOHN P & ANNE L 111 PERKINS ST #241 JAMAICA PLAIN MA 02130	16-47-25-B2-00200.0970 3248 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 97	140
PETKERS ROBERT & CLAIRE 24400 S TAMIAMI TRAIL LOT 132 BONITA SPRINGS FL 34134	16-47-25-B2-00200.0980 3244 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 98	141
PRICE TOMMY LEE & CONNIE JO 2334 OLD HICKORY BLVD DAVISON MI 48423	16-47-25-B2-00200.0990 3240 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 99	142
ARPIN DONNA C 24400 TAMIAMI TRL LOT 100 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1000 3236 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 100	143
OLIVER FRED + J MABEL 2440 S TAMIAMI TRL 101 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1010 3232 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 101	144
SCIMECA JOSEPH TR N3321 HICKORY RD LAKE GENEVA WI 53147	16-47-25-B2-00200.1020 3228 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 102	145
DORAN JAMES H 20 GLENWOOD AVE SALISBURY MA 01952	16-47-25-B2-00200.1030 3224 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 103	146
KILGORE JOHN CONNER & 245 QUARRYSTONE LN BEREA OH 44017	16-47-25-B2-00200.1040 3220 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 UNIT 104	147
BOGART RICHARD C + PATRICIA L W6301 BRICK CHURCH RD WALWORTH WI 53184	16-47-25-B2-00200.1050 3216 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 105	148
DERENZY HAROLD D TR 8201 STATE ROUTE 91 UNIT 226 PEORIA IL 61615	16-47-25-B2-00200.1060 3217 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 106	149
REED LLOYD L TR + 4560 E EATON ALBANY PIKE EATON IN 47338	16-47-25-B2-00200.1070 3221 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 107	150
BARNICOAT WILLIAM S 1000 PLEASANT ST SOMERSET MA 02726	16-47-25-B2-00200.1080 3225 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 108	151
JARZOMSKI THOMAS W + 24400 S TAMIAMI TRL LOT 109 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1090 3229 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 109	152
FERN MARCIA 171-179 COOMBABAH RD UNIT 9 RUNAWAY BAY QLD 4216 AUSTRALIA	16-47-25-B2-00200.1100 3233 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 110	153
PERRIN ELIZABETH A TR 9469 E D HWY RICHARDS MO 64778	16-47-25-B2-00200.1110 3237 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 111	154
BURNS KAREN KAY & 3241 LOCHER LN BONITA SPRINGS FL 34134	16-47-25-B2-00200.1120 3241 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 112	155
OREBAUGH BARBARA & GLENN 24400 S TAMIAMI TRAIL # 113 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1130 3245 LOCHER LN <sup>101/232</sup> BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 113	156

CLARKSBURG MD 20871	BONITA SPRINGS FL 34134	LOT 114	
MCCUTCHEON EILEEN + 207 BEACH BLVD HAMILTON ON L8H 6V8 CANADA	16-47-25-B2-00200.1150 3253 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 115	158
RUPRIGHT CURTIS D TR 1155 LANE 280 HAMILTON LAKE HAMILTON IN 46742	16-47-25-B2-00200.1160 3257 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 116	159
BREWER BARBARA A L/E 107 W WENINGER ST NORTH JUDSON IN 46366	16-47-25-B2-00200.1170 3261 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 117	160
AIRHART DOUGLAS & MARTHA 7120 330TH TRL STACY MN 55079	16-47-25-B2-00200.1180 3265 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 118	161
MORTON ROY E + MARIE R 24400 TAMIAMI TRL LOT 119 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1190 3269 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 119	162
NOONAN RICHARD A + JOSEPHINE R 2095 N ROCHESTER RD OAKLAND MI 48363	16-47-25-B2-00200.1200 3273 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 120	163
FALKOWSKI KENNETH L + 3272 LOCHER LN BONITA SPRINGS FL 34134	16-47-25-B2-00200.1210 3272 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 121	164
GNACKE HENRY J TR 41397 CLAIRPORT ST HARRISON TOWNSHIP MI 48045	16-47-25-B2-00200.1220 3268 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 122	165
KLEIN GEORGETTE 3264 LOCHER LN LOT #123 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1230 3264 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 123	166
JOYCE JAMES JR + VELMA M 24400 S TAMIAMI TRL LOT 174 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1240 3260 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 124	167
BURNS RONALD + 552 S PERSIMMON LANE PRINCETON IN 47670	16-47-25-B2-00200.1250 3256 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 125	168
BROWN LARRY DUANE & 130 COTTAGE DR EDWARDSVILLE IL 62025	16-47-25-B2-00200.1260 3252 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 126	169
GUNDY CLARENCE + LINDA 24400 S TAMIAMI TRL LOT# 127 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1270 3248 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 127	170
STANLEY THOMAS III + SANDRA V 58 NORTHRIDGE DR NORTH READING MA 01864	16-47-25-B2-00200.1280 3244 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 128	171
COUGHLIN RICHARD 24400 S TAMIAMI TRL LOT 129 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1290 3240 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 129	172
DUFFY JANET T 921 KIWI LN WILMINGTON NC 28412	16-47-25-B2-00200.1300 3236 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 130	173
RONALD R CHASTEEN TRUST + 118 LAKEVIEW DR CARLINVILLE IL 62626	16-47-25-B2-00200.1310 3232 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 131	174
BURNS DENNIS R & KAREN K 24400 S TAMIAMI TRL UNIT 112 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1320 3228 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 132	175
MAXWELL GARY A & JEANETTE D 2260 TAMMARA DR	16-47-25-B2-00200.1330 3224 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 133	176

ENDTHOFF ELAINE 2723 MARSHALL ST N.E MINNEAPOLIS MN 55418	16-47-25-B2-00200.1340 3220 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 134	177
PAQUETTE NORMAND E PO BOX 1812 LEWISTON ME 04241	16-47-25-B2-00200.1350 3216 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 135	178
JOCHUM GAYLE ANN & 752 UNIVERSITY DR JASPER IN 47546	16-47-25-B2-00200.1360 3212 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 136	179
BAGGETT BONITA B + 1100 LORE AVE #714 WILMINGTON DE 19809	16-47-25-B2-00200.1370 3208 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 137	180
ARCHBOLD LYLE G & JANELLE K 3204 LOCHER LN BONITA SPRINGS FL 34134	16-47-25-B2-00200.1380 3204 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 138	181
ROBERT A & SYLVIA A RICHARDS 4618 N 850 E LEESBURG IN 46538	16-47-25-B2-00200.1390 3200 LOCHER LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 139	182
GILMOUR SHARON F + 13 GREENFIELD RD MONTGOMERY IL 60538	16-47-25-B2-00200.1400 3201 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 140	183
GREENLAW MELISSA + 58 ELM ST BERKLEY MA 02779	16-47-25-B2-00200.1410 3205 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 141	184
WHITT WILLIAM E + PATRICIA A 2863 MORIN POINT ST ERIE MI 48133	16-47-25-B2-00200.1420 3209 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 142	185
HUNT RENEE E 24400 S TAMIAMI TRL LOT 143 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1430 3213 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 143	186
MANISCALCO ACCURZIO + 18 SOUTH RHODA ST TEWKSBURY MA 01876	16-47-25-B2-00200.1440 3217 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 144	187
MANISCALCO ACCURZIO + 18 S RHODA ST TEWKSBURY MA 01876	16-47-25-B2-00200.1450 3221 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 145	188
EICH DONALD J + 5109 OVERLOOK PT HAMBURG NY 14075	16-47-25-B2-00200.1460 3225 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 146	189
KITCHEN CHERYL A 11110 E COLDWATER RD DAVISON MI 48423	16-47-25-B2-00200.1470 3229 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 147	190
FLORA EDWIN L & COLLEEN R TR 8289 SMILEY AVE SHELBY TOWNSHIP MI 48316	16-47-25-B2-00200.1480 3233 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 148	191
ROGERS ROBERT + LINDA 4304 LEEWARD LN ALLENDALE MI 49401	16-47-25-B2-00200.1490 3237 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 149	192
KNOLLMAIER DOUG + 1920 72ND ST CENTERVILLE MN 55038	16-47-25-B2-00200.1500 3241 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 150	193
CLAY JUDITH & DENNIS 24400 TAMIAMI TRL LOT 151 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1510 3245 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 151	194
SZOK MARGARET + W4111 HEMLOCK DR LAKE GENEVA WI 53147	16-47-25-B2-00200.1520 3249 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 152	195

152 BANDY BRANCH ST SANDY HOOK KY 41171	3253 DEBBIE LN BONITA SPRINGS FL 34134	CLUB PB 35 PG 3 LOT 153	
VENTERS DANIEL L & MARY ANN 10659 E 700 RD INDIANOLA IL 61850	16-47-25-B2-00200.1540 3257 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 154	197
CURRIER ALBERT F 93 DEER CT DR MIDDLETOWN NY 10940	16-47-25-B2-00200.1550 3261 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 155	198
BLACK MARY + 24400 TAMIAMI TRAIL #156 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1560 3265 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 156	199
GROSS EILEEN B TR 608 TRAVERSE ELK RAPIDS MI 49629	16-47-25-B2-00200.1570 3269 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 157	200
BELLUCCI CLARA E TR 24400 TAMIAMI TRL LOT 158 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1580 3273 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 158	201
NOBLE JERE + DONNA L 24 HIGHLAND DR PITTSBURGH PA 15202	16-47-25-B2-00200.1590 24444 OCIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 159	202
ST-DENIS BERNARD + BERNARD ST-DENIS 114 PLACE FLORIAN DAVID DEUX-MONTAGNES QC J7R 0B2 CANADA	16-47-25-B2-00200.1600 24440 OCIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 160	203
LOWE JERRY C + KAY 24400 TAMIAMI TRL LOT 161 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1610 24438 OCIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 161	204
PRATT NANCY J + TIMOTHY B 120 SPIER FALLS RD GANSEVOORT NY 12831	16-47-25-B2-00200.1620 24432 OCIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 162	205
MOORE LAWRENCE L 2402 SILVERADO CIR LAFAYETTE IN 47909	16-47-25-B2-00200.1630 24428 OCIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 163	206
INCERPI RENATO 24400 S TAMIAMI TRL # 164 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1640 24424 OCIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 164	207
PENZ ROBERT C + CHARLENE J 17615 CONIFER CT MACOMB MI 48042	16-47-25-B2-00200.1650 3261 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 165	208
LUTHER HAROLD G & NORMA K 12766 HUNTERS RIDGE DR BONITA SPRINGS FL 34135	16-47-25-B2-00200.1660 3265 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 166	209
NORDMAN KIMBERLY DAWN 24400 TAMIAMI TRL LOT 167 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1670 3269 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 167	210
CONWAY MARY A 704 N MARKET ST LOUDONVILLE OH 44842	16-47-25-B2-00200.1680 3273 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 168	211
LYFORD RONALD E + ALTHEA 56 DAVIS RD ALEXANDER ME 04694	16-47-25-B2-00200.1690 3277 OTT LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 169	212
GIESE STEPHEN P & 4503 N UNDERWOOD RD WALKERTON IN 46574	16-47-25-B2-00200.1700 24410 WILLIE M LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 170	213
GROSSMAN CHARLES 24400 S TAMIAMI TRL LOT 173 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1730 <sup>32</sup> 24398 WILLIE M LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 173	214

24400 S TAMIAMI TRL LOT 174 BONITA SPRINGS FL 34134	24394 WILLIE M LN BONITA SPRINGS FL 34134	CLUB PB 35 PG 3 LOT 174	
MENDENHALL RALPH & TERESA 1623 STATE ROUTE 60 ASHLAND OH 44805	16-47-25-B2-00200.1750 24390 WILLIE M LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 175	216
HOXWORTH TYLER DENNIS TR TYSON HOXWORTH 31733 TAPPAN HILLS RD TIPPECANOE OH 44699	16-47-25-B2-00200.1760 24386 WILLIE M LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 176	217
STIVERS KENNETH A 6227 W 85TH AVE CROWN POINT IN 46307	16-47-25-B2-00200.1770 24382 WILLIE M LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 177	218
MILLER JILL A 24400 S TAMIAMI TRL #178 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1780 24378 WILLIE M LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 178	219
BARNICOAT WILLIAM S + 454 W GROVE ST STE 4 MIDDLEBORO MA 02346	16-47-25-B2-00200.1790 24374 WILLIE M LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 179	220
MOEHRING STEVEN J & KAY K 427 E LAUREL AVE HAVANA IL 62644	16-47-25-B2-00200.1800 3276 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 180	221
FORD ANTHONY R + KAREN L 28 COTTONWOOD DR CARLINVILLE IL 62626	16-47-25-B2-00200.1810 3272 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 181	222
SMITH ROGER WAYNE & 446 W WASHINGTON MONROE IN 46772	16-47-25-B2-00200.1820 3268 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 182	223
SMITH ROGER WAYNE TR 446 W WASHINGTON ST MONROE IN 46772	16-47-25-B2-00200.1830 3264 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 183	224
FORD KAREN LYNNE 28 COTTONWOOD DR CARLINVILLE IL 62626	16-47-25-B2-00200.1840 3260 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 184	225
FEY PATRICIA M 107 SEAGRAPE CT NAPLES FL 34110	16-47-25-B2-00200.1850 3256 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 185	226
HERSHBERGER SONDRRA M 24400 S TAMIAMI TRL LOT 186 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1860 3252 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 186	227
FLORA EDWIN L & COLLEEN R TR 8289 SMILEY AVE SHELBY TOWNSHIP MI 48316	16-47-25-B2-00200.1870 3248 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 187	228
MIREAULT RICHARD L + DONNA 14880 FRANCESCA AV N HUGO MN 55038	16-47-25-B2-00200.1880 3244 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 188	229
MCCARTY LAVONNE A L/E 127 15TH AVE S SOUTH SAINT PAUL MN 55075	16-47-25-B2-00200.1890 3240 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 189	230
CAMPBELL DALE + PHYLLIS 3160 W 400 S KOKOMO IN 46902	16-47-25-B2-00200.1900 3236 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 190	231
HOUGHTALING ROGER +SHELLEY L/E 24400 S TAMIAMI TRL LOT191 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1910 3232 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 191	232
MOTZKO BERNARD 24400 S TAMIAMI TRL LOT 192 BONITA SPRINGS FL 34134	16-47-25-B2-00200.1920 3228 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 192	233

2513 SW CLINTON ST OAK GROVE MO 64075	3224 DEBBIE LN BONITA SPRINGS FL 34134	CLUB PB 35 PG 3 LOT 193	
HUSE FRED L TR + 12524 WEST 82ND TER LENEXA KS 66215	16-47-25-B2-00200.1940 3220 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 194	235
HUXHOLD WILLIAM + KIMBERLY A 5720 160TH AVE WEST OLIVE MI 49460	16-47-25-B2-00200.1950 3216 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 195	236
NELSON H STEPHANIE + 2708 TUPELO ST SE ATLANTA GA 30317	16-47-25-B2-00200.1960 3212 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 196	237
COMPANIE DAVID L + NEATTA 139 TIMER RD ONEONTA NY 13820	16-47-25-B2-00200.1970 3208 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 197	238
WEAVER-WELLS DEBORAH K TR 1988 BOARDMAN PLAINS RD E TRAVERSE CITY MI 49696	16-47-25-B2-00200.1980 3204 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 198	239
WASHTOCK DAVID + ROSEMARY 7080 HICKORY DR WALTON HILLS OH 44146	16-47-25-B2-00200.1990 3200 DEBBIE LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 199	240
FRANKLIN CLIFTONF + BEVERLY 24400 S TAMIAMI TRL LOT 200 BONITA SPRINGS FL 34134	16-47-25-B2-00200.2000 24373 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 200	241
PETERSEN FRANK JEFF & 24400 S TAMIAMI TRL LOT 201 BONITA SPRINGS FL 34134	16-47-25-B2-00200.2010 24377 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 201	242
LAUCK WALTER R + MARILYN J 24400 S TAMIAMI TRL #202 BONITA SPRINGS FL 34134	16-47-25-B2-00200.2020 24381 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 202	243
LAUCK WALTER ROSS & 24400 S TAMIAMI TRAIL LOT 202 BONITA SPRINGS FL 34134	16-47-25-B2-00200.2030 24385 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PPB 35 PG 3 LOT 203	244
HOLMLUND ROBERT + SANDRA 914 BLUEGRASS CIR UNIT 212 CEDAR FALLS IA 50613	16-47-25-B2-00200.2040 24389 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 204	245
HICKLIN DANIEL + MARY 1843 OLES AVE YOUNGSTOWN OH 44514	16-47-25-B2-00200.2050 24395 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 205	246
WILLIS DOUGLAS S + 2379 STONE CREEK RD SW NEW PHILADELPHIA OH 44663	16-47-25-B2-00200.2060 24399 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 206	247
BERRY RICHARD M SR + JUDITH A 97 24TH ST FORT MADISON IA 52627	16-47-25-B2-00200.2070 24403 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 207	248
ARMSTRONG ROGER G + CAROL L 24400 TAMIAMI TRAIL #208 BONITA SPRINGS FL 34134	16-47-25-B2-00200.2080 24407 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 LOT 208	249
LEISURE TIME CAMPSITES + CLUB 24400 TAMIAMI TRL LOT 172 BONITA SPRINGS FL 34134	16-47-25-B2-00200A.00CE 24400 LINDY LN BONITA SPRINGS FL 34134	LEISURE TIME CAMPSITES + CLUB PB 35 PG 3 TRS A B C+ LTS 171+172 COMMON ELEMENT	250
BONITA CORNERS LLC 181 HILLSIDE AVE WILLISTON PARK NY 11596	16-47-25-B2-00400.0010 24431 S TAMIAMI TRL BONITA SPRINGS FL 34134	BONITA INDUSTRIAL PK ADDN PB 37 PG 65 LOT 1 + OR 1911 PG 48	251
BONITA CORNERS LLC 181 HILLSIDE AVE WILLISTON PARK NY 11596	16-47-25-B2-00400.0020 24461 S TAMIAMI TRL BONITA SPRINGS FL 34134	BONITA INDUSTRIAL PK ADDN PB 37 PG 65 LOT 2 + OR 1972 PG 4090	252

TAMPA FL 33605	BONITA SPRINGS FL 34134	1/2 OF THE NE 1/4 AKA LOTS 1 THRU 4 BONITA INDUSTRIAL PARK UNREC	
BERNWOOD LLC 1110 EUCLID AVE STE 300 CLEVELAND OH 44115	16-47-25-B3-00002.1020 24810-880 BURNT PINE DR BONITA SPRINGS FL 34134	PAR IN SE 1/4 OF SEC W OF US 41 - DESC OR 2352/0893 AKA PAR B + F	254
BAYSIDE IMPROVEMENT CDD WRATHHELL HUNT & ASSOCIATES LLC 2300 GLADES RD STE 410W BOCA RATON FL 33431	16-47-25-B3-00002.1030 ACCESS UNDETERMINED BONITA SPRINGS FL 34134	PARL W OF US 41 AS DESC IN OR 1967 PG 2998 LESS PAR SPLITS + NEW SUBDS + 2.1010	255
BONITA CORNERS LLC 181 HILLSIDE AVE WILLISTON PARK NY 11596	16-47-25-B3-00400.0030 24481 S TAMIAMI TRL BONITA SPRINGS FL 34134	BONITA INDUSTRIAL PK ADDN PB 37 PG 65 LOT 3 + OR 1912 PG 1002	256
KINGON KENNETH B TR 24520 PRODUCTION CIR STE 7 BONITA SPRINGS FL 34135	16-47-25-B3-00500.0010 24520 PRODUCTION CIR BONITA SPRINGS FL 34135	BONITA INDUSTRIAL PK ADDN II PB 41 PG 56 LOTS 1 THRU 3	257
CJCBS 24611 PRODUCTION CIRCLE 24850 OLD 41 RD STE 20 BONITA SPRINGS FL 34135	16-47-25-B3-00500.0070 24611 PRODUCTION CIR BONITA SPRINGS FL 34135	BONITA INDUSTRIAL PK ADDN II PB 41 PG 57 LOT 7 LESS S 88 FT	258
ROCK OIL CO 7 ELEVEN INC-R E TAXES 34151 PO BOX 711 DALLAS TX 75221	16-47-25-B3-00500.0080 24651 S TAMIAMI TRL BONITA SPRINGS FL 34134	BONITA INDUSTRIAL PK ADDN II PB 41 PG 57 LOT 8 + PT TR B + S 88 FT OF LOT 7	259
DIXON PETER ANDREW & 34 THE CLUMP CHORLEYWOOD WO3 4BQ UNITED KINGDOM	16-47-25-B3-0090A.0030 3510 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 3	260
BURNSIDE DOUGLAS W & 888 LADY ELLEN PL OTTAWA ON K1Z 5L5 CANADA	16-47-25-B3-0090A.0050 3490 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 5	261
CURRAN JILL F TR + 3480 LAKEMONT DR BONITA SPRINGS FL 34134	16-47-25-B3-0090A.0060 3480 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 6	262
MCPHAIL RICHARD J + MARY T 3470 LAKEMONT DR BONITA SPRINGS FL 34134	16-47-25-B3-0090A.0070 3470 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 7	263
YOFFE IRIS A + 3460 LAKEMONT DR BONITA SPRINGS FL 34134	16-47-25-B3-0090A.0080 3460 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 8	264
LONG MICHAEL S + 3450 LAKEMONT DR BONITA SPRINGS FL 34134	16-47-25-B3-0090A.0090 3450 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 9	265
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B3-0090A.00CE RIGHT OF WAY BONITA SPRINGS FL 34134	PELICAN LANDING UT 9 PB 49 PG 101 TRACT A R/W	266
CONNORS JAMES T 3440 LAKEMONT DR BONITA SPRINGS FL 34134	16-47-25-B3-0090A.0100 3440 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 10	267
KAISER PAULINE L TR + 3431 LAKEMONT DR BONITA SPRINGS FL 34134	16-47-25-B3-0090A.0110 3431 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 11	268
BROOKS DOUGLAS + CYNTHIA 118 ST LEONARDS AVE TORONTO ON M4N 1K5 CANADA	16-47-25-B3-0090A.0120 3441 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 12	269

3451 LAKEMONT DR BONITA SPRINGS FL 34134	3451 LAKEMONT DR BONITA SPRINGS FL 34134	BLK A PB 49 PG 101 LOT 13	
PRICE RICHARD W + 3471 LAKEMONT DR BONITA SPRINGS FL 34134	16-47-25-B3-0090A.0140 3471 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 14	271
BEAUDWAY MARK E & CYNTHIA S 50722 COUNTRY KNOLLS GRANGER IN 46530	16-47-25-B3-0090A.0150 3521 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 15	272
BAUMAN WAYNE G + SHAWN M TR 4700 CASCADE LN DELTON MI 49046	16-47-25-B3-0090A.0160 3460 TWINBERRY CT BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 16	273
PELLICCI DENNIS H & DENE J TR 3450 TWINBERRY CT BONITA SPRINGS FL 34134	16-47-25-B3-0090A.0170 3450 TWINBERRY CT BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 17	274
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B3-0090E.00CE PELICAN LANDING C/E BONITA SPRINGS FL 34134	PELICAN LANDING UT 9 PB 49 PGS 101 TRACT E	275
I S THREE AUSTIN/GABLES LP MAPLE LEAF PROPERTIES 2424 N FEDERAL HWY STE 101 BOCA RATON FL 33431	16-47-25-B3-01400.0010 24800 S TAMiami TRL BONITA SPRINGS FL 34134	PELICAN'S COVE PB 51 PG'S 74 - 76 LOT 1	276
PELICAN VILLAGE OF BONITA SPRI DARYL L STAIR 10440 GOLDEN EAGLE CT PLANTATION FL 33324	16-47-25-B3-01400.0020 24830 S TAMiami TRL BONITA SPRINGS FL 34134	PELICANS COVE PB 51 PGS 74-76 LOTS 2 + 3	277
GEARY JANICE L 3 LAUREL WAY OLD SAYBROOK CT 06475	16-47-25-B3-01500.0050 3446 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 5	278
SANTORO STEPHEN 3442 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0060 3442 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 6	279
MULLER JOHANNA TR 3443 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0250 3443 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 25	280
COHEN DAVID + MARGARET 20721 ANDIRON PL ESTERO FL 33928	16-47-25-B3-01500.0260 3439 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 26	281
MARTIN LARRY J + JANICE M 3435 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0270 3435 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 27	282
CREASON JACK D TR 22898 ADRAIN RD MEXICO MO 65265	16-47-25-B3-01500.0280 3431 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 28	283
MALECEK NANCY L 3427 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0290 3427 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 29	284
BLAZEK RICHARD E & CAROLE J TR 3423 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0300 3423 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 30	285
MORROW GUY PETER 3419 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0310 3419 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 31	286
EAKIN DIANE M 3415 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0320 3415 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 32	287
PFLEGER VIRGINIA B TR 25240 PELICAN CREEK CIR # 102	16-47-25-B3-01500.0330 3411 WILDWOOD LAKE CIR	PELICAN LANDING UNIT 13 PB 53 PGS 1-10	288

MORRISON THOMAS + KATHLEEN 3407 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0340 3407 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 34	289
3403 WILDWOOD LLC 1245 SWEETWATER DR CINCINNATI OH 45215	16-47-25-B3-01500.0350 3403 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 35	290
HEMMERICH RITA M 651 DUNBAR ROAD KITCHENER ON N2M 2X5 CANADA	16-47-25-B3-01500.0360 3399 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 36	291
CHAPMAN WILLIAM N & 17520 RIDGE CREEK RD STRONGSVILLE OH 44136	16-47-25-B3-01500.0370 3395 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 37	292
GREENE JAMES H + MARY LOUISE 86 MOSS HILL RD JAMAICA PLAIN MA 02130	16-47-25-B3-01500.0380 3391 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 38	293
BISH ROBERT L 24600 S TAMiami TR STE 212-312 BONITA SPRINGS FL 34134	16-47-25-B3-01500.0390 3387 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 39	294
CAMPBELL GERALDINE A 10 WHIPPOORWILL CT EAST QUOGUE NY 11942	16-47-25-B3-01500.0400 3383 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 40	295
SANTOS BETTY 3377 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0410 3377 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 41	296
SHATO FRED R & KATHLEEN K 1772 LAKE SHORE DR COLUMBUS OH 43204	16-47-25-B3-01500.0420 3373 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 42	297
SANFORD-RING SUSAN TR 3369 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0430 3369 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 43	298
BECKWITH CORRINE J PO BOX 38523 GERMANTOWN TN 38183	16-47-25-B3-01500.0440 3365 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 44	299
BARANOWSKY ROBERT J + 3361 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0450 3361 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 45	300
CHRISTO ADRIENNE K + 3357 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0460 3357 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 46	301
KELLEY PETER E 10 BROOKSIDE DR APT 304 MONCTON NB E1E 4M8 CANADA	16-47-25-B3-01500.0470 3353 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 47	302
PHILLIPS LOUIS T & MITRA M TR 3349 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0480 3349 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 48	303
SAVIOLI VINCENT + CYNTHIA 14 HILL STREET EXTENSION NORTH READING MA 01864	16-47-25-B3-01500.0520 3333 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 52	304
VISCONTI MICHAEL A + 7 SUGARBUSH LN UXBRIDGE ON L9P 2A1 CANADA	16-47-25-B3-01500.0530 3329 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 53	305
ZIPPILLI AMEDEO +ANTOINETTE TR 3325 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0540 3325 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 54	306

3321 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	3321 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PB 53 PGS 1-10 LOT 55	
MELVIN GARY & 3317 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B3-01500.0560 3317 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 56	308
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B3-0150B.00CE 24890 S TAMIAMI TRL BONITA SPRINGS FL 34134	PELICAN LANDING UT 13 PB 53 PGS 1-10 TRACT B R/W	309
BAYSIDE IMPROVEMENT CDD WRATHELL HART HUNT & ASSOCIATE 6131 LYONS RD STE 100 COCONUT CREEK FL 33073	16-47-25-B3-0150D.0000 PELICAN LANDING C/E BONITA SPRINGS FL	PELICAN LANDING UT 13 PB 53 PGS 1-10 TRACT D	310
LONGLAKE VILLAGE AT PELICAN SANDCASTLE COMMUNITY MGMT 9150 GALLERIA CT STE 201 NAPLES FL 34109	16-47-25-B3-0150H.00CE 3464 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UT 13 PB 53 PGS 1-10 TR H R/W TRS I+J LAKE+K L M N O P Q	311
BANK OF AMERICA NA CORPORATE R/E ASSESSMENTS NC1-001-03-81 101 N TRYON ST CHARLOTTE NC 28255	16-47-25-B3-0210B.0000 24550 S TAMIAMI TRL BONITA SPRINGS FL 34134	SHOPPES AT PELICAN LANDING PB 60 PGS 4 + 5 TRACT B	312
7-ELEVEN INC 1722 ROUTH ST STE 1000 DALLAS TX 75201	16-47-25-B3-0210C.0000 24530 S TAMIAMI TRL BONITA SPRINGS FL 34134	SHOPPES AT PELICAN LANDING PB 60 PGS 4 + 5 TRACT C	313
REAL SUB LLC PUBLIX SUPER MARKETS INC PO BOX 407 LAKELAND FL 33802	16-47-25-B3-0210D.0000 24600/602 S TAMIAMI TRL BONITA SPRINGS FL 34134	SHOPPES AT PELICAN LANDING PB 60 PGS 4 + 5 TRACTS A + D	314
SHOPPES AT PELICAN LANDING PO BOX 32018 LAKELAND FL 33802	16-47-25-B3-0210E.00CE ACCESS UNDETERMINED BONITA SPRINGS FL 34134	SHOPPES AT PELICAN LANDING PB 60 PGS 4 + 5 TRACT E	315
SHOPPES AT PELICAN LANDING PO BOX 32018 LAKELAND FL 33802	16-47-25-B3-0210F.0000 ACCESS UNDETERMINED BONITA SPRINGS FL	SHOPPES AT PELICAN LANDING PB 60 PGS 4 + 5 TRACT F	316
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B4-0080B.00CE RIGHT OF WAY BONITA SPRINGS FL 34134	PELICAN LANDING UT 4 PB 49 PGS 2 + 3 TRACT B	317
BAYSIDE IMPROVEMENT CDD CHUCK ADAMS DISTRICT MANAGER 9220 BONITA BEACH RD STE 214 BONITA SPRINGS FL 34135	16-47-25-B4-0080F.0000 SUBMERGED BONITA SPRINGS FL 34134	PELICAN LANDING UT 4 PB 49 PGS 2 + 3 TRACT F	318
ROSS ANTHONY & NOREEN 3500 LAKEMONT DR BONITA SPRINGS FL 34134	16-47-25-B4-0090A.0040 3500 LAKEMONT DR BONITA SPRINGS FL 34134	PELICAN LANDING U-9 BLK A PB 49 PG 101 LOT 4	319
BAYSIDE IMPROVEMENT CDD WRATHELL HUNT & ASSOCIATES LLC 2300 GLADES RD STE 410W BOCA RATON FL 33431	16-47-25-B4-0090C.0000 SUBMERGED BONITA SPRINGS FL 34134	PELICAN LANDING UT 9 PB 49 PG 101 TRACT C LAKE + TRACTS D+F BUFFER	320
LAKEMONT COVE CONDO ASSOC INC 6702 LONE OAK BLVD NAPLES FL 34109	16-47-25-B4-01000.00CE 24711/713 LAKEMONT COVE LN BONITA SPRINGS FL 34134	LAKEMONT COVE CONDO DESC OR 2326 PG 3048 C/E POOL + ROADS	321
BAYSIDE IMPROVEMENT CDD WRATHELL HUNT & ASSOCIATES	16-47-25-B4-0110A.0000 SUBMERGED	PELICAN LANDING UT 8 PB 50 PGS 91 91	322

2300 GLADES RD STE 410W BOCA RATON FL 33431			
BAYSIDE IMPROVEMENT CDD WRATHELL HUNT & ASSOCIATES LLC 2300 GLADES RD STE 410W BOCA RATON FL 33431	<b>16-47-25-B4-0110C.0000</b> SUBMERGED BONITA SPRINGS FL 34134	PELICAN LANDING UT 8 PB 50 PGS 81-82 TRACT C	323
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0110D.00CE</b> PELICAN LANDING C/E BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 8 PB 50 PGS 81-82 TRACT D	324
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0110L.00CE</b> PELICAN LANDING C/E BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 8 PB 50 PGS 81-82 TRACT L	325
SAHLIN INEZ S 24571 WOODSAGE DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0120A.0010</b> 24571 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK A PB 50 PG 91 LOT 1	326
SICILIANO ROBERT P + JEANNE B 24561 WOODSAGE DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0120A.0020</b> 24561 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK A PB 50 PG 91 LOT 2	327
BOWMAN JAMES R TR 24541 WOODSAGE DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0120A.0030</b> 24541 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK A PB 50 PG 91 LOT 3	328
CARPINO LOIS JEAN JOYCE TR + 24570 WOODSAGE DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0120C.0010</b> 24570 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK C PB 50 PG 91 LOT 1	329
WILLIAMS WILLIAM R & JANE K 805 EAST ST MADISON IN 47250	<b>16-47-25-B4-0120C.0020</b> 24560 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK C PB 50 PG 91 LOT 2	330
MESSINGER JONATHAN & 24550 WOODSAGE DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0120C.0030</b> 24550 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK C PB 50 PG 91 LOT 3	331
PHELAN JOHN GERALD JR TR 24540 WOODSAGE DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0120C.0040</b> 24540 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK C PB 50 PG 91 LOT 4	332
MACE KIMBERLY C 20085 CUMBERLAND RD NOBLESVILLE IN 46062	<b>16-47-25-B4-0120C.0050</b> 24530 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK C PB 50 PG 91 LOT 5	333
MCQUISTON RAYMER W C & 24520 WOODSAGE DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0120C.0060</b> 24520 WOODSAGE DR BONITA SPRINGS FL 34134	PELICAN LANDING U-ELEVEN BLK C PB 50 PG 91 LOT 6	334
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	<b>16-47-25-B4-0130A.00CE</b> RIGHT OF WAY BONITA SPRINGS FL 34134	PELICAN LANDING UT 12 PBV 51 PGS 39-42 TRACT A	335
DITTO DIANE E 3560 QUILL LEAF CT BONITA SPRINGS FL 34134	<b>16-47-25-B4-0130B.0010</b> 3560 QUILL LEAF CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 12 PB 51 PGS 39-42 BLK B LOT 1	336
SCHRAFF JOHN J + SYLVIA H 3550 QUILL LEAF CT BONITA SPRINGS FL 34134	<b>16-47-25-B4-0130B.0020</b> 3550 QUILL LEAF CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 12 PB 51 PGS 39-42 BLK B LOT 2	337
KEENA E THOMAS JR + SARITHA A 3540 QUILL LEAF CT BONITA SPRINGS FL 34134	<b>16-47-25-B4-0130B.0030</b> 3540 QUILL LEAF CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 12 PB 51 PGS 39-42 BLK B LOT 3	338
APANASCHIK GARY & VICKI 76 STEEP HOLLOW DR GLASTONBURY CT 06033	<b>16-47-25-B4-0130B.0040</b> 3541 QUILL LEAF CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 12 PB 51 PGS 39-42 BLK B LOT 4	339

MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	PELICAN LANDING C/E BONITA SPRINGS FL 34134	PB 51 PGS 39-42 TRACT B	
BAYSIDE IMPROVEMENT CDD WRATHELL HUNT & ASSOCIATES LLC 2300 GLADES RD STE 410W BOCA RATON FL 33431	16-47-25-B4-0130C.0000 PELICAN LANDING C/E BONITA SPRINGS FL	PELICAN LANDING UT 12 PB 51 PGS 39-42 TRACT C	341
HAINES ROBERT & PATRICIA 13 WATERSIDE CIRCLE BLOOMINGTON IL 61704	16-47-25-B4-01500.0010 3480 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 1	342
DANIEL MADDEN & 243 CHERRY PL EAST MEADOW NY 11554	16-47-25-B4-01500.0020 3474 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 2	343
QUIRUS JAMES & DEBORAH 3454 LAKE CREST DR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0030 3454 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 3	344
GUNTHER DAVID E & MARCIA TR 3450 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0040 3450 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 4	345
DECKER PATRICIA A TR 3453 LAKE CREST DR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0070 3453 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 7	346
NICHOLSON STEPHEN J + 51 FORSYTHE ST OAKVILLE ON L6K 3R7 CANADA	16-47-25-B4-01500.0080 3457 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 8	347
RALSTON WILLIAM R JR + BARBARA 3461 LAKE CREST DR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0090 3461 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 9	348
CURRO RUBY M TR 3465 LAKE CREST DR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0100 3465 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 10	349
STICKFORD CHARLES J + BARBARA 76521 RICE CHAPEL HILL NC 27517	16-47-25-B4-01500.0110 3469 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 11	350
HANDKE JOHN C + COLETTE 3473 LAKE CREST DR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0120 3473 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 12	351
BOUILLON ISOLDE KREILLERSTR 134D MUNCHEN 81825 GERMANY	16-47-25-B4-01500.0130 3477 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 13	352
KUNKLER BARBARA + 9787 HOOSIER VILLAGE DR INDIANAPOLIS IN 46268	16-47-25-B4-01500.0140 3481 LAKE CREST DR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 14	353
DIXON EILEEN M TR 3480 CEDAR LAKE CT BONITA SPRINGS FL 34134	16-47-25-B4-01500.0150 3480 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 15	354
POLKINGHORNE JEFFREY & 11365 TAYLOR CT CAMPBELLVILLE ON L0P 1B0 CANADA	16-47-25-B4-01500.0160 3476 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 16	355
AMES JAMES C TR 3472 CEDAR LAKE CT BONITA SPRINGS FL 34134	16-47-25-B4-01500.0170 3472 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 17	356
HORNE PETER E 3240 GREENTREE CIR	16-47-25-B4-01500.0180 3469 CEDAR LAKE CT	PELICAN LANDING UNIT 13 PB 53 PGS 1-10	357

NEW CASTLE PA 16105	BONITA SPRINGS FL 34134	LOT 18	
HENDLER MICHAEL B + MELISSA 3464 CEDAR LAKE CT BONITA SPRINGS FL 34134	16-47-25-B4-01500.0190 3464 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 19	358
PIERSON JOSEPH A TR + 3460 CEDAR LAKE CT BONITA SPRINGS FL 34134	16-47-25-B4-01500.0200 3460 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 20	359
ENDE DAVID J & 4274 S JORDAN DR MC FARLAND WI 53558	16-47-25-B4-01500.0210 3456 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 21	360
HAZELBAKER MARK B & 3909 REGENT ST MADISON WI 53705	16-47-25-B4-01500.0220 3452 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 22	361
ROSCHER SUSAN WEBER 6420 THISTLE CT EAST AMHERST NY 14051	16-47-25-B4-01500.0230 3448 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 23	362
BLACK JAMES H & JOAN E L/E 3444 CEDAR LAKE CT BONITA SPRINGS FL 34134	16-47-25-B4-01500.0240 3444 CEDAR LAKE CT BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 24	363
WESTERN CONTRACTING CORP MARY P EVERIST 3341 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0490 3345 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 49	364
WESTERN CONTRACTING CORPORATIO MARY P EVERIST 3341 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0500 3341 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 50	365
ERICKSON JUDD & KATH A 3337 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	16-47-25-B4-01500.0510 3337 WILDWOOD LAKE CIR BONITA SPRINGS FL 34134	PELICAN LANDING UNIT 13 PB 53 PGS 1-10 LOT 51	366
PELICAN LANDING COMM ASSN INC MARIE MARTEL 24501 WALDEN CENTER DR BONITA SPRINGS FL 34134	16-47-25-B4-0150G.00CE PELICAN LANDING C/E BONITA SPRINGS FL 34134	PELICAN LANDING UT 13 PB 53 PGS 1-10 TRACT G	367
KELLOGG JAMES B & 2743 BERETANIA CIR CHARLOTTE NC 28211	16-47-25-B4-0100T.1010 24814 LAKEMONT COVE LN #101 BONITA SPRINGS FL 34134	LAKEMONT COVE CONDO DESC OR 2326 PG 3048 BLDG T UNIT 101	368
NATL CITY BANK OF COLUMBUS TR PNC BANK-ATTN DAVID GILLESPIE 155 E BROAD ST COLUMBUS OH 43251	16-47-25-B4-0100T.1020 24814 LAKEMONT COVE LN #102 BONITA SPRINGS FL 34134	LAKEMONT COVE CONDO DESC OR 2326 PG 3048 BLDG T UNIT 102	368
GOLDSMITH SCOTTY LEE & 24814 LAKEMONT COVE LN #201 BONITA SPRINGS FL 34134	16-47-25-B4-0100T.2010 24814 LAKEMONT COVE LN #201 BONITA SPRINGS FL 34134	LAKEMONT COVE CONDO DESC OR 2326 PG 3048 BLDG T UNIT 201	368
CAPSTONE 2007 LLC 14607 VALENCIA DR LOUISVILLE KY 40245	16-47-25-B4-0100T.2020 24814 LAKEMONT COVE LN #202 BONITA SPRINGS FL 34134	LAKEMONT COVE CONDO DESC OR 2326 PG 3048 BLDG T UNIT 202	368
TRAVERSE THOMAS E + PAMELA 46 AUBURN ST SAUGUS MA 01906	16-47-25-B4-0100U.1010 24820 LAKEMONT COVE LN #101 BONITA SPRINGS FL 34134	LAKEMONT COVE CONDO DESC OR 2326 PG 3048 BLDG U UNIT 101	369
KELLOGG JAMES BAYLE 2743 BERETANIA CIR CHARLOTTE NC 28211	16-47-25-B4-0100U.1020 24820 LAKEMONT COVE LN #102 BONITA SPRINGS FL 34134	LAKEMONT COVE CONDO DESC OR 2326 PG 3048 BLDG U UNIT 102	369
WILSON CHARLES D TR 5806 SCREAMING EAGLE LN COLUMBIA MO 65201	16-47-25-B4-0100U.2010 24820 LAKEMONT COVE LN #201 BONITA SPRINGS FL 34134	LAKEMONT COVE CONDO DESC OR 2326 PG 3048 BLDG U UNIT 201	369
BERNSTEIN RICHARD E &	16-47-25-B4-0100U.2020	LAKEMONT COVE CONDO	369

BREWSTER MA 02631	BONITA SPRINGS FL 34134	BLDG U UNIT 202	
YAGER BARBARA J 24821 LAKEMONT COVE LN #101 BONITA SPRINGS FL 34134	<b>16-47-25-B4-0100X.1010</b> 24821 LAKEMONT COVE LN #101 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG X UNIT 101	370
BROPHY PHIL & BRENDA 119 KILREA RD DERRY NH 03038	<b>16-47-25-B4-0100X.1020</b> 24821 LAKEMONT COVE LN #102 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG X UNIT 102	370
SHAW WILLIAM E + N5314 HIGHWAY 45 S FOND DU LAC WI 54937	<b>16-47-25-B4-0100X.1030</b> 24821 LAKEMONT COVE LN #103 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG X UNIT 103	370
ROEHRIGS PELICAN LANDING LLC W4086 PARKVIEW COURT FOND DU LAC WI 54937	<b>16-47-25-B4-0100X.1040</b> 24821 LAKEMONT COVE LN #104 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG X UNIT 104	370
GUTWEIN ERIC A 24821 LAKEMONT COVE LN #201 BONITA SPRINGS FL 34134	<b>16-47-25-B4-0100X.2010</b> 24821 LAKEMONT COVE LN #201 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG X UNIT 201	370
HAMILTON KENNETH E + 67 GOOSEBERRY HILL WETHERSFIELD CT 06109	<b>16-47-25-B4-0100X.2020</b> 24821 LAKEMONT COVE LN #202 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG X UNIT 202	370
GULFCOAST LUXURY RESIDENCES GRITSCHACHER HOEHE 1613 VILLACH A9500 AUSTRIA	<b>16-47-25-B4-0100X.2030</b> 24821 LAKEMONT COVE LN #203 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG X UNIT 203	370
MCMAHON JAMES & AMY 24821 LAKEMONT COVE LN #204 BONITA SPRINGS FL 34134	<b>16-47-25-B4-0100X.2040</b> 24821 LAKEMONT COVE LN #204 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG X UNIT 204	370
WHITTAKER RYAN S 24827 LAKEMONT COVE LN #101 BONITA SPRINGS FL 34134	<b>16-47-25-B4-0100Y.1010</b> 24827 LAKEMONT COVE LN #101 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG Y UNIT 101	371
STEPHANIE L KAUFMAN TRUST + 4364 GALTIER ST SHOREVIEW MN 55126	<b>16-47-25-B4-0100Y.1020</b> 24827 LAKEMONT COVE LN #102 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG Y UNIT 102	371
SHAVEY LARRY W 24827 LAKEMONT COVE LN APT 103 BONITA SPRINGS FL 34134	<b>16-47-25-B4-0100Y.1030</b> 24827 LAKEMONT COVE LN #103 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG Y UNIT 103	371
CHABALA DONALD A + JENNIE APT 201Y 24827 LAKEMONT COVE LN BONITA SPRINGS FL 34134	<b>16-47-25-B4-0100Y.2010</b> 24827 LAKEMONT COVE LN #201 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG Y UNIT 201	371
CARNER ROBERT A & LAURA A 4063 W MAPLE RD WIXOM MI 48393	<b>16-47-25-B4-0100Y.2020</b> 24827 LAKEMONT COVE LN #202 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG Y UNIT 202	371
MISSIMER FRANK W & DONNA D 12200 SAGAMORE RD LEAWOOD KS 66209	<b>16-47-25-B4-0100Y.2030</b> 24827 LAKEMONT COVE LN #203 BONITA SPRINGS FL 34134	LAKEMONT COVE OR 2326 PG 3048 BLDG Y UNIT 203	371

**REQUESTED MOTION:** Adopt Budget transfer resolution and approve the Supplemental Task Authorization from Stantec Consulting Services, Inc., for the City of Bonita Springs Children’s Activity Pool Interactive Water Feature and family restroom expansion in the amount of \$64,800.00

**REQUESTOR:** Nicole Perino, Parks and Recreation Director/Lisa Roberson, Finance Director

**AGENDA:** Consent

**STRATEGIC PRIORITY:** #3 Financial Transparency, #5 Community Aesthetics

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**BACKGROUND:**

At the April 7, 2021 Council meeting, staff presented an overview of the 2016 Children’s Activity Pool addition to the City’s community pool that included expanded locker rooms and a family restroom facility as well as the City Attorney advised that a family restroom should be constructed at the City’s Community Pool for liability purposes.

At this meeting, staff was directed to bring forward a proposal from Stantec Consulting Services, for updated design plans and permitting for Children’s Activity Pool addition including the family restrooms. Attached is a proposal from Stantec Consulting Services, Inc in the amount of \$64,800.00

The work is outlined in the Scope of Services to provide final construction documents for the expansion of the Community Pool to include a new family restroom facility, utility and civil engineering professional services for the new building utility connections and site development, pool basin and water feature MEP drawings to include specified interactive water feature elements, hardscape, landscape, and irrigation design as well as an updated survey of the property.

The work will be provided pursuant to Florida Statute §287.055, as the city went through the procurement process through CN 17-20 for Miscellaneous Outdoor Recreational Facility Design and Engineering.

**STAFF RECOMMENDATION:** Adopt Budget transfer resolution and approve the STA with Stantec Consulting Services, Inc for the City of Bonita Springs Children’s Activity Pool interactive water feature and family restroom expansion in the amount of \$64,800.00

**ATTACHMENTS:** Budget transfer resolution, STA, proposals

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**REVIEWERS:**

City Manager: Arleen Hunter  
City Attorney: Derek Rooney  
City Clerk: Debra Filipek  
Department Director: Nicole Perino, Parks and Recreation Director

**COUNCIL ACTION:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

**CITY OF BONITA SPRINGS, FLORIDA  
RESOLUTION NO. 21 – \_\_\_\_**

**A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A FISCAL YEAR 2021 BUDGET TRANSFER TO THE CHILDREN’S ACTIVITY POOL INTERACTIVE WATER FEATURE CAPITAL IMPROVEMENT PROJECT FROM THE UNASSIGNED GENERAL FUND BALANCE; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

WHEREAS, funding is needed for updating the design plans and permitting for the Children’s Activity Pool addition including the family restrooms.

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

1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon its adoption.
2. The Bonita Springs’ City Council authorizes the following budget transfer to adjust budgeted amounts for the indicated accounts:

	Budget Increase (Decrease)
<b>General Fund:</b>	
Transfer out to the Capital Projects Fund	\$ 64,800
Unassigned Fund Balance	(64,800)
<b>Capital Projects Fund:</b>	
Children’s Activity Pool 31.604.572.6002	\$ 64,800
Transfer In from General Fund	(64,800)

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 2<sup>nd</sup> day of June, 2021.

AUTHENTICATION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

Vote:

Carr	Purdon
Corrie	Quaremba
Forbes	Steinmeyer
Gibson	

Date filed with City Clerk: \_\_\_\_\_

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

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

X Supplemental Task Authorization No: 2

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

CONTRACT/PROJECT NAME: Miscellaneous Outdoor Recreation Facilities/Aquatic Center interactive water feature and family restroom expansion project

CONSULTANT: Stantec Consulting Services Inc.

SOLICIT. NO: CN-17-20 CONTRACT NO: \_\_\_\_\_ ACCOUNT NO: \_\_\_\_\_

REQUESTED BY: Parks and Recreation, Nicole Perino DATE OF REQUEST: May 25, 2021

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

EXHIBIT A: SCOPE OF PROFESSIONAL SERVICE: DATED: May 25, 2021

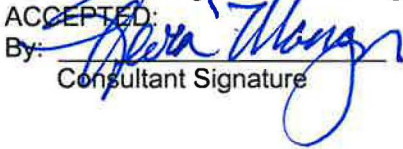
EXHIBIT B: COMPENSATION & METHOD OF PAYMENT: DATED: May 25, 2021

EXHIBIT C: TIME AND SCHEDULE OF PERFORMANCE: DATED: September 30, 2021

EXHIBIT D: CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S): DATED: May 25, 2021

EXHIBIT E: PROJECT GUIDELINES AND CRITERIA: DATED: May 25, 2021

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

ACCEPTED:  
By:   
Consultant Signature

ATTEST:  
By: \_\_\_\_\_  
City Clerk

CITY APPROVAL:  
By: \_\_\_\_\_  
City Manager  
(Under \$50,000)

Kevin Mangan  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Approved

5801 Pelican Bay Blvd. Suite 300  
Naples, FL 34108

APPROVED:  
By: \_\_\_\_\_  
City Attorney's Office

APPROVED:  
By: \_\_\_\_\_  
Mayor  
City Council for Bonita Springs

Date Accepted: 5/26/21 Date Approved: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Corporate Seal

Exhibit A

Scope of Professional Services  
City of Bonita Springs Community Pool Interactive Water Feature and Family restroom expansion

Date: May 25, 2021

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

Supplemental Task Authorization No: 2

Section 1 Changes to Professional Services

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

Section 2 Tasks

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

**See Attached**

**EXHIBIT B**

**Compensation and Method of Payment  
City of Bonita Springs Community Pool Interactive Water Feature and Family restroom expansion**

Date: May 25, 2021

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

Supplemental Task Authorization No: 2

**Section 1**      Change(s) in Compensation

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Skate Park and Pump Track project	\$49,600.00		WIPP
2	Community Pool Interactive Water feature and Family Restroom expansion	\$64,800.00		WIPP
<b>TOTAL</b>		<b>\$114,400.00</b>		

Compensation and Method of Payment – Page 2  
 [ENTER PROJECT NAME HERE]

Section 2      Summary of Change(s) in Compensation

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

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
<b>TOTAL</b>					

**EXHIBIT C**

**Time and Schedule of Performance**  
**City of Bonita Springs Community Pool Interactive Water Feature and Family restroom expansion**

Date: May 25, 2021

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

Supplemental Task Authorization No: 2

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

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

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1.0	Stantec – Site Landscape Design and DO Permit Review	118 days	118 days
2.0	SchenkelShultz – Architecture Design	118 days	118 days
3.0	Agnoli, Barber & Brundage – Site Civil Engineering Design	118 days	118 days
4.0	AdAu – Water Feature MEP Design	118 days	118 days
<b>Total</b>			<b>118 days</b>

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**EXHIBIT D**

**Consultant's Associated Sub-Consultant(s) and Subcontractor(s)  
City of Bonita Springs Community Pool Interactive Water Feature and Family restroom expansion**

Date: May 25, 2021

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

X Supplemental Task Authorization No: 2

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No
Architecture	SchenkelShultz 12561 New Brittany Blvd. Building #25 Fort Myers, FL 33907	X	
Pool and water feature MEP design	AdAu Aquatic Engineering 14884 Indigo Lakes Dr. Naples, FL 34119	X	
Site Civil Engineering and Survey	Agnoli, Barber and Brundage, Inc 7400 Trail Blvd Suite 200 Naples, FL 34108	X	

EXHIBIT E

Project Guidelines and Criteria  
City of Bonita Springs Community Pool Interactive Water Feature and Family restroom expansion

Date: May 25, 2021

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

Supplemental Task Authorization No: 2

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

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

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**Stantec Consulting Services Inc.**

5801 Pelican Bay Boulevard Suite 300, Naples FL 34108-2709

May 25, 2021

File: Stantec Pipeline: 774693

Bonita Springs Master Agreement: Miscellaneous Outdoor Recreation Facilities CN 17-20; STA #2

**Attention: Nicole Perino, Director of Parks & Recreation**

City of Bonita Springs, Florida

26740 Pine Avenue

Bonita Springs, Florida 34135

Nicole.Perino@cityofbonitasprings.org

239-992-2256 Tel.

Dear Nicole,

**Reference: Aquatic Center Interactive Water Feature and Family Restroom Expansion**

This scope and fee proposal is made to the City of Bonita Springs under **CN 17-20, STA # 2** for Miscellaneous Outdoor Recreation Facilities.

Stantec and its team of subconsultants shall provide final Construction Documents for the original program of expansion of the City of Bonita Springs Aquatic Center to include a new family restroom facility building, utility and civil engineering professional services for building utility connections and site development, pool basin and water feature MEP drawings to include specified interactive water feature elements, hardscape, landscape and irrigation design. A survey update of the property will be provided.

Stantec will support the bidding of the final documents as advertised and managed by City staff to include the addition of a new roof on the existing pool center building and in support of the Geothermal heating addition by others to the existing pool equipment on the west side of the existing building.

Plans will be provided to Community Development in order to support the issuance of a development order for this work. Comments from Community Development will be included in the final construction document issue.

Subconsultants

Stantec will employ the following sub-consultants to prepare this work: Architecture – SchenkelShultz; Pool and water feature MEP design – AdAu; Site Civil Engineering and Survey – Agnoli, Barber & Brundage, Inc.

Subconsultant proposals are attached here for your file.

Deliverables and Schedule

Deliverables will include coordinated plans, technical specifications if not made part of the drawing files, coordination with Bonita Springs Utilities and FPL as needed. We anticipate up to three months to deliver a coordinated set of documents to the City plus up to one month of review and comment responses to Community Development upon DO application review of the documents.

Design with community in mind

**Reference: Aquatic Center Interactive Water Feature and Family Restroom Expansion**

**Compensation**

<b>Task</b>	<b>Services</b>	<b>Fee Type</b>	<b>Fee</b>
1.0	Stantec – Site Landscape Design	Fixed Fee	\$ 7,660
		T&M	\$ 4,440
2.0	SchenkelShultz - Architecture	Fixed Fee	\$ 14,000
		T&M	\$ 0
3.0	Agnoli, Barber & Brundage – Site Civil Engineering	Fixed Fee	\$ 0
		T&M	\$ 23,800
4.0	AdAu – Water Feature MEP	Fixed Fee	\$ 14,400
		T&M	\$ 0
	Reimbursable Costs	T&M	\$ 500
	<b>TOTAL</b>		<b>\$ 64,800</b>

The services tasks outlined will be performed under a Fixed Fee (Fixed) or Time and Materials (T/M) basis as outlined in the Compensation Chart above. Services listed above are provided at our standard rates per Stantec’s Continuing Services Contract with the City of Bonita Springs, Contract No. 17-20, unless otherwise specified.

Reimbursable costs incurred on behalf of the project will be billed per the terms of our contract. Professional fees and reimbursable costs will be billed monthly. We trust the information contain in this letter is consistent with your understanding of project needs and the direction of work.

Regards,

**Stantec Consulting Services Inc.**



**Kevin Mangan**  
Principal, Planning & Landscape Architecture  
Phone: 239-649-4040  
Fax: 239-263-6449  
[Kevin.Mangan@stantec.com](mailto:Kevin.Mangan@stantec.com)

c. File, Fran DeMarco

Design with community in mind

DATE: April 29, 2021

TO: Kevin Mangan  
Principal, Planning & Landscape Design  
STANTEC

FROM: Patrick Hartig  
SCHENKELSHULTZ

PROJECT: Bonita Springs Aquatic Center Support Building  
Bonita Springs, FL

COMM #: 1520806

SCHENKELSHULTZ (SSA) is pleased to provide the following proposal. The Scope of Work and Compensation for the project is as described below.

Disciplines Included:

Architecture, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing, Technology

Scope of Work:

Contract Documents for the Aquatic Center Support Building were completed in early 2016 but the project was not built at that time. The City of Bonita Springs wishes to now move forward with permitting, bidding and construction of this previously designed support building. In addition, the owner wished to re-roof the adjacent Aquatic Center building to match the new support building.

1. Aquatic Center Support Building

- a. Final Documents - The team will review the previous design for code compliance, update the documents if necessary, and provide final documents to the Owner for their solicitation of pricing from contractors submitting construction bids.
- b. Bid Assistance & Permit Phase – The team will assist in the distribution of documents and will actively respond to questions and clarifications concerning the scope of the work intended by the documents. The team will also respond to building permit concerns from authorities having jurisdiction.
- c. Construction Administration Phase - The team will attend monthly construction project meetings, review construction progress, review construction product submittals, respond to builder Requests for Information (RFI), Issue clarifications to the project scope, review the builder's applications for payment.

2. Aquatic Center Re-Roof

- a. Site Visit – SSA will visit the site to document the existing conditions of this building.
- b. Programming– SSA will meet with the team to determine project goals and product preferences, then research products and report findings to the team.
- c. 90% Phase – Based on preferred product and design, SSA will prepare 90% documents for owner review.

- d. Final Documents – SSA will provide final documents to the Owner for their solicitation of pricing from contractors submitting construction bids.
- e. Bid Assistance & PermitPhase – SSA will assist in the distribution of documents and will actively respond to questions and clarifications concerning the scope of the work intended by the documents. SSA will also respond to building permit concerns from authorities having jurisdiction.
- f. Construction Administration Phase - SSA will attend monthly construction project meetings, review construction progress, review construction product submittals, respond to builder Requests for Information (RFI), Issue clarifications to the project scope, review the builder’s applications for payment.

Assumptions Include:

- Professional design services anticipated for this project are limited to those disciplines listed above.
- Design and specifications relative to communication systems (voice/data) and security systems are provided by Owner.
- Services not included within the fee herein: Site surveys, civil engineering, landscape architecture, geotechnical analysis, environmental mitigation or assessments, traffic studies or off-site improvements, LEED consultation, systems commissioning, cost estimating and threshold inspections, specialty engineering, permit fees, all surveys including testing, hazardous material inspection.

**Compensation for Services:**

<b>Aquatic Center Support Building</b>	<b>\$8,000.00</b>
<b>Aquatic Center Re-roof</b>	<b>\$6,000.00</b>
<b>TOTAL FEE</b>	<b>\$14,000.00</b>

Submitted By:

Authorized By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (printed)

\_\_\_\_\_  
Name and Title (printed)

CC: Dan Laggan, Iris Zayas (SchenkelShultz)

May 6, 2021

*Via Email to kevin.mangan@stantec.com*

Mr. Kevin Mangan  
Principal  
Stantec  
5801 Pelican Bay Blvd., Suite 300  
Naples, FL 34108

**Re: Bonita Springs Aquatic Center Expansion, Lee County, FL  
Professional Services Proposal for Site Plan and Permitting  
ABB PN 21-0103**

Dear Mr. Mangan:

At your request, Agnoli, Barber & Brundage, Inc. is pleased to submit this proposal to render professional services on the above-referenced project. Agnoli, Barber & Brundage, Inc., hereinafter referred to as ABB, proposes to provide Stantec, hereinafter referred to as Client, the professional services outlined in the attached **Exhibit A**. Since the basis of some of the work scope may be Time and Material (T/M), a Rate Schedule is attached.

1. **ADDITIONAL SERVICES AND EXTRA WORK**

Services not specifically included above will be performed as additional services on an hourly basis, plus reimbursable expenses. Services and fees provided in this Agreement are based upon governmental rules, regulations and policies in effect at the time of execution of this Agreement. Should changes take effect during the period services are being performed and result in additional ABB work requirements, this Agreement will be modified by approval of the parties. In addition, ABB will perform additional services beyond the work described within this Agreement as requested and authorized by the Client. When such work can be identified in advance, ABB will provide a reasonable estimate for such work and written authorization obtained.

Work that is requested which is not included in the scope of this proposal (extra work) must be approved by an authorized representative prior to any time being expended towards the completion of the extra work. A duly authorized change order will be required before any extra work is conducted.

2. **TIME OF PERFORMANCE**

ABB will start services promptly upon receipt of the following: a retainer in the amount of \$ N/A and one (1) executed copy of a signed proposal. Upon receipt of the above listed, ABB will complete their work within a reasonable period of time. All funds provided as retainer shall be credited to the last project billing.

### 3. OUTSIDE SERVICES

Outside services not specifically included in this Agreement are as follows:

- A. Geotechnical Engineering
- B. Street Lighting Design Plans
- C. Structural Engineering Services
- D. Archaeological/Historical Survey
- E. Transportation Planning/Engineering Services
- F. Materials Testing
- G. Hazardous Waste Assessments
- H. Legal Services
- I. Architectural/Building Design and Permitting (Architectural Standards Review)
- J. PUD/Rezoning and/or Public Hearings, Conditional Use
- K. Landscape and Irrigation Plans
- L. Florida Department of Environmental Protection (FDEP) Water and Sewer Permitting
- M. Construction Stake-Out
- N. FDOT Permitting
- O. Phase I Environmental Report
- P. Site Environmental Studies and Permitting
- Q. USFWS and Army Corps of Engineers Environmental Permitting
- R. Flood Plain Compensating Storage Analysis
- S. Vertical wall design and permitting
- T. Services not specifically described in **Exhibit A** of this Agreement

### 4. RESPONSIBILITIES OF CLIENT

ABB's performance under this Agreement is contingent upon the Client or others designated by the Client providing ABB with:

- A. All documents, information relating to special or extraordinary considerations, existing permits, maps, deeds, easements, abstracts, surveys, topography or other information in the Client's possession relating to the project.
- B. In writing of all Client's criteria, design, construction and other requirements for the project.
- C. Any existing surveys of the property.
- D. Guarantee of access to and make provisions for ABB and subcontractors to enter upon public and private lands as required to perform their work under this Agreement.
- E. Client is responsible for all governmental permit fees.
- F. Where survey layout work is included in the scope, you are expected to provide two (2) copies of approved plans on paper media, and current AutoCAD digital files of the work. Any changes to the project throughout the length of construction will be provided to us in the formats and amounts described above. We expect to be provided with the following plans:

Most recent Boundary Survey  
Approved Civil Engineering Plans/Site Development Plans  
Approved Architectural Plans  
Approved Structural Plans  
Approved Landscape Architecture Plans

Approved Hardscape Plans  
Any other plan of record that describes the work to be laid out

5. FEES AND COMPENSATION

Billing for services and reimbursable expenses will be submitted on a monthly basis and will be based on progress of the work. All invoices are due and payable upon receipt. Invoices not paid within thirty (30) days shall accrue interest at a rate of 1.5% per month from the due date until paid. If payment is not received within forty-five (45) days from date of invoice, work will stop until the total unpaid balance has been received. The project schedule and schedule of deliverables will be subject to the Client's timely payments of fees. In the event it is necessary for ABB to employ an attorney to collect sums due under this Agreement, Client shall be responsible for all costs incurred, including ABB's reasonable attorneys' fees.

Out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals), project related mileage in accordance with the Rate Schedule, shipping, printing and reproduction cost, permit or document review fees, and special equipment or materials required for the performance of the services requested.

Where the scope includes survey layout, the fees specified are for the one (1) time layout of the facilities only. Any re-staking or additional work is subject to the above change order request provisions.

Fee Disclaimer: Client agrees that ABB has been selected to perform services on this project based on qualifications and expertise in the area of Civil Engineering, Land Surveying, and Land Planning. Client also agrees that the current permitting climate is unpredictable due to continually changing regulations and interpretations of same. Engineer has presented good faith budget estimates based on past performance of similar work but in no way can guarantee that these budgets will be sufficient for the successful completion of the permitting tasks represented herein, or that permits can be obtained for the Client's project.

6. PROVISIONS AND CONDITIONS

- A. Acceptance Period. This proposal is effective for a period of sixty (60) days from the date shown. If not accepted in writing within this period, the ABB reserves the right to modify any portion thereof or withdraw the proposal in its entirety.
- B. Ownership of Documents. All documents, including original drawings, notes, data and report originals are and shall remain the property of the ABB as an instrument of service. If so requested in writing, the Client will be provided reproducible drawings and other documents in consideration of which the Client agrees to use them without alteration solely in connection with the project.
- C. Project Coordinator. Due to the fact that this project is located in N/A and our servicing office is located in Collier County, Florida, provision of our services will need to be coordinated with the construction schedule to minimize our trips to the site and when on the site providing for the maximum efficiency of the construction layout process. Incomplete scheduling of our services may be subject to additional charges for lost time due to excessive travel.

7. TERMINATION AND LIABILITY

This Agreement may be terminated with or without cause by either party upon seven (7) days' written notice. In the event of termination, Client shall be bound to pay ABB for all services



**EXHIBIT A**  
**Estimated Project Budget**  
**Bonita Springs Aquatic Center Expansion, Lee County, FL**  
**May 6, 2021**

**PROJECT NARRATIVE**

This project proposes to expand the Bonita Springs Aquatic Center that abuts the Lee County Library, Pine Street and Terry Street, approximately 4 acres. The focus of the project will be to add an interactive water feature pool area and deck east of the existing pool area in the lawn area below the current pool deck and near the retention area that exists along Pine Street reaching to the Terry Street intersection. ABB will follow a delivery sequence of 30, 60, 90 percent and final documents in relation to client/owner plan review process. Plat line work and topographic survey update will be conducted to determine the project boundaries and existing conditions. The scope of this proposal includes the application for the required City of Bonita Site Development permit, SFWMD permit modification and Bonita Springs Utilities permits.

**PROJECT ASSUMPTION:**

The Client will make available all pertinent information and documents associated with the Project to ABB.

**SCOPE OF SERVICES**

Services may include, but are not limited to, the following:

- |   |                    |
|---|--------------------|
| 1. Develop construction level plan set of proposed project                                      | <b>\$2,500 T/M</b> |
| 2. Engineering Design: Site layout, grading, utility calcs., and fire calcs.                    | <b>\$4,000 T/M</b> |
| 3. SFWMD Permit Modification  | <b>\$3,800 T/M</b> |
| 4. BSU Permitting   | <b>\$3,500 T/M</b> |
| 5. Permitting for City of Bonita Springs Development Order                                      | <b>\$4,000 T/M</b> |
| 6. Construction Services, shop drawing review, observation                                      | <b>\$2,500 T/M</b> |
| 7. Final Certification.<br>(As-built drawings shall be from contractor and shown on ABB Plans.) | <b>\$1,500 T/M</b> |
| 8. Boundary & Topo Update   | <b>\$2,000 T/M</b> |

**TOTAL** **\$23,800 T/M**

Reimbursables Estimate **\$200 T/M**

T/M = Time and Materials. Billings will be based on actual time and materials expended in accordance with our rate schedule. Budgets given are an approximate amount and will not exceed without prior authorization. Billings will be made on a percent of budget basis.

F/F = Fixed Fee.

**NOTE:** All review fees paid to agencies to be supplied by client.

**RATE SCHEDULE**  
**(Effective August 1, 2020)**

	<b><u>Hourly Rate</u></b>
Professional V	\$ 238.00
Professional IV	\$ 150.00
Professional III	\$ 136.00
Professional II	\$ 125.00
Professional I	\$ 110.00
Tech V	\$ 128.00
Tech IV	\$ 102.00
Tech III	\$ 90.00
Tech II	\$ 83.00
Tech I	\$ 70.00
Admin	\$ 85.00
4-Man Survey Crew	\$ 150.00
3-Man Survey Crew	\$ 145.00
2-Man Survey Crew	\$ 140.00
1-Man Survey Crew	\$ 120.00
Expert Witness	Hourly Rate x 1.5 Hr.

**Miscellaneous Reimbursable Rates:**

<b><u>Description</u></b>	<b><u>Unit Price</u></b>	<b><u>Other Items (billed at cost)*</u></b>
8½ x 11 Copies	\$ 0.15	County Mailing List Fee
8½ x 14 Copies	\$ 0.20	Public Notice Signs
11 x 17 Copies	\$ 0.50	Rental of Meeting Space
8½ x 11 Color Copies	\$ 1.00	Legal Advertisements
8½ x 14 Color Copies	\$ 1.50	Courier Service
11 x 17 Color Copies	\$ 2.00	Overnight Delivery
24 x 36 Bond (BW)	\$ 1.35	
36 x 48 Bond (BW)	\$ 1.95	
24 x 36 Bond (CLR)	\$ 1.80	
36 x 48 Bond (CLR)	\$ 2.40	
24 x 36 CLR Bond Heavy	\$ 2.50	
36 x 48 CLR Bond Heavy	\$ 4.00	
24 x 36 Photo	\$ 5.25	
36 x 48 Photo	\$ 9.75	
24 x 36 Acetate	\$ 10.00	
36 x 48 Acetate	\$ 20.00	
CD Burning	\$ 5.00	
8½ x 11 Acetate	\$ 2.00	
8½ x 11 Color Photo	\$ 2.00	
Reprographic 24 x 36	\$ 1.50	
Reprographic 36 x 48	\$ 2.50	
Mylar 24 x 36	\$ 15.00	
Mylar 36 x 48	\$ 20.00	

**\*NOTE:** Reimbursable Expenses that may be billed at cost plus 15% are reprographics, research materials, shipping, delivery and subcontractor.



April 30, 2021



**Kevin Mangan**

Principal, Planning & Landscape Architecture

Direct: (239) 649-4040 x 6420

Mobile: (239) 595-0401

Fax: (239) 643-5716

Stantec Consulting Services Inc.

5801 Pelican Bay Boulevard Suite 300

Naples FL 34108-2709 US

**RE: City of Bonita Springs Aquatic Engineering Proposal**

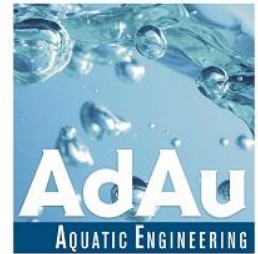
Dear Mr. Mangan,

We appreciate the opportunity to furnish a Design, Engineering and Consulting services proposal related to the activity pool and platform interactive water feature (IWF) amenity for the City of Bonita Springs project.

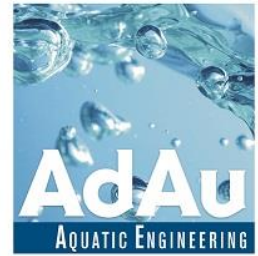
**Activity Pool Aquatic Features:** One (1) concrete structured activity pool with a continuous perimeter over-flow gutter incorporated with an approximate area of 1800 S.F. Beach entry designed feature leading to a standalone, centered IWF platform feature with an approx. area of 250 S. F. Various other options for spray feature toys can be included with this proposal.

**Total Fee \$14,400.00**

1. Included in this proposal is providing drawings at, 100% Engineering Discovery design drawings (25% fee), 50% Construction Drawings (50% fee), and 95% Construction Drawings (15% fee), and 100% Construction Drawings or Permit Review. (10% fee).
2. Included in the mechanical engineering / design proposal is the following:
  - a. Mechanical pipe material specification, size and schematic.
  - b. Filtration and chlorination system design including pump sizing and specification, filter sizing and specification, chemical controller specification, and chemical feeder sizing and specification.
  - c. Heating system design and specification including coordination with the building mechanical engineer to determine the proper ventilation method (if applicable).



- d. Coordination with the other team member of your design team to determine filter room sizes and ventilation requirements.
  - e. Equipment room floor drain location. Sizing, connections, final routing and disposal method to be provided by the mechanical/plumbing engineer or civil engineer.
  - f. Backwash sump sizing and details to be provided. Piping, routing and disposal method of the wastewater to be provided by the mechanical/plumbing engineer or civil engineer.
  - g. Specification of all pool related equipment including deck equipment, maintenance equipment, signage, clock, and safety equipment.
3. Included in the structural engineering / design proposal is the following:
- a. Mandatory means and methods for which the pool beam is to be constructed for an on-grade application.
  - b. Fully dimensioned plans and specifications to satisfy State of Florida building code requirements as well as State of Florida Department of Health requirements.
  - c. All rebar details and concrete specification for the water feature structures.
  - d. All interior finish specification and details for the interior finish of the water features.
  - e. Design and dimension specification for the water feature vault requirements. This requirement includes the pipe chases, and pool vessel clearances. We will coordinate with the building mechanical engineer to determine the proper drainage and ventilation requirements.
4. Included in the electrical engineering / design proposal is the following:
- a. Electrical control wiring design and engineering for all water features in this proposal. This work is to include electrical control wiring design logic, flow sensors control wiring design (if applicable)
  - b. Sub-panel sizing and specification including underwater lighting design and specification.
  - c. Lighting photometric calculations and design for deck illumination, deck-edge GFI & receptacles are **NOT** included with this proposal but can be provided for an additional fee.
  - d. Coordination with the site electrical engineer for power requirements to water feature equipment panel. The electrical fee is based upon the assumption that a feed for the required water feature equipment and lighting panel will be provided from an existing electrical service or an electrical service provided by others.
5. CAD files of the layouts for the pools will be provided to AdAu by client and/or their affiliated architect.
6. Coordination with all of the other trades involved with the design process.
7. Response to governing agencies in order to secure the proper permits.
8. Coordination meetings during the design process for completion of permit documents (AdAu has included up to **3** meetings at the project site or designed meeting location in Florida).
9. Construction Administration Services including shop drawings review, answering appropriate RFI written correspondence, and up to **3** site visits.



**Exclusions to Design Proposal:**

1. MEP, Civil Design for project other than what is outlined above.
2. Geotechnical reports for site.
3. All landscape and hardscape design.
4. All construction/administration/management services other than what is outlined above.
5. Design of supporting utilities other than those outlined above.
6. Design and Engineering of all equipment room structures.
7. Design and Engineering of all fresh water supply and wastewater discharge requirements.
8. Payment of Application fees for Department of Health and / or Building Department Permits.
9. Reprographic print production, shipping and handling charges.

We appreciate the opportunity of submitting this proposal for your consideration in structuring a design team to produce this very exciting project. As we discussed AdAu not only brings design capabilities to the table but also 25 years of accumulative experience in high level construction for resorts and hotels. We welcome the opportunity to be a part of the design team and we hope our association leads to the opportunity to design the pools/water features.

Regards,

David W. Admire, V.P.  
AdAu Aquatic Engineering LLC

**CITY OF BONITA SPRINGS  
AGENDA ITEM SUMMARY**

Green Sheet No. 21-06-122  
June 4, 2021

**REQUESTED MOTION:** Approve temporary road closures and the Special Event Permit for 4<sup>th</sup> of July Star Spangled Bonita event.

**REQUESTOR:** Lora Taylor, Communications Director

**AGENDA:** Consent

**STRATEGIC PRIORITY:** No

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**BACKGROUND:**

The annual July 4<sup>th</sup> Star Spangled Bonita Event will be held on Sunday, July 4, 2021. The event will begin at 7pm. The event will include music, food, beverages, a parade and a laser-light/fireworks display. The Rotary Club of Bonita Springs, Inc. will partner with the City for the sale of beer and wine and proceeds from the sales will benefit the club's non-profit activities. The City will coordinate with Lee County Sheriff's Office and Bonita Springs Fire Control and Rescue District.

The road between the Liles Hotel Plaza and Riverside Park to be closed at 8:00pm to through traffic. Old 41 from Wilson to Ragsdale will be closed from 6:30pm-10:00pm. Portions of Reynolds will also be closed for pedestrian safety.

**STAFF RECOMMENDATIONS:** Approve temporary road closures and the Special Event Permit for 4<sup>th</sup> of July Star Spangled Bonita event.

**ATTACHMENTS:**

1. Special Event permit Application
- 

**REVIEWERS:**

City Manager: Arleen Hunter  
City Attorney: Derek Rooney  
City Clerk: Debra Filipek  
Department Director: Lora Taylor

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

**SPECIAL EVENT  
PERMIT APPLICATION**

PERMIT. SEP- 21-20



City of Bonita Springs  
9101 Bonita Beach Road

Date Received: \_\_\_\_\_ Effective Date/Time: \_\_\_\_\_  
 Application Fee: \$50.00 Phone: 239/949-6262 Fax: 949-6239  
 \$25.00 (501C3 organizations)  
 Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. Completed application with all necessary attachments is required thirty (30) days prior to actual event if going before City Council, but may be waived by the Special Events and Park Coordinator. For information call 949-6262.

Organization: City of Bonita Springs  
 Nature of Event: Star Spangled Bonita July 4<sup>th</sup> Parade and Celebration  
 Location (Attach Site Plan): Riverside Park

Set-Up Time	Actual Event Times	Take Down Time
Date: <u>July 4, 2021</u> <u>2pm</u> to <u>7pm</u>	<u>7 pm</u> to <u>9:30pm</u>	<u>9:30pm</u> to <u>11pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? July 4, 2019  
 Individual Contact for Activity/Event: Lora Taylor Phone: 239-949-6262  
 Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135 Fax: 239-949-6239  
 E-Mail Address: [Lora.taylor@cityofbonitasprings.org](mailto:Lora.taylor@cityofbonitasprings.org)  
 Major Sponsor(s): City of Bonita Springs  
 Promoter(s): N/A Phone or Contact #: \_\_\_\_\_

- |  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 1,000 or more? Actual Anticipated number: <u>6,000</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. Parking: Will off-site parking be provided? _____   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Will "shuttle" service to parking be provided? By whom? _____  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? <u>(If yes, provide location on site plan.)</u> Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with Lee County Sheriff's Office, Public Works and the Fire District for review and approval. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**Note: If any traffic will be affected on U.S. 41 a separate permit must be filed with the Florida Department of Transportation, District One, P.O. Box 1030, Ft. Myers, FL 33902. (239) 694-2941**

- |   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). <u>Indicated stage location(s) on site plan.</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. City Co-Sponsorship:<br>Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. Fireworks: Is this a public <u>  X  </u> or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. Alcohol Beverages: Will alcoholic beverages be sold <u>  X  </u> or consumed <u>  X  </u> on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____<br><b>Division of Alcoholic Beverages and Tobacco: (239) 278-7195.</b>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____<br>Contact Number: _____  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner.  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u>  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 14. Food/Cooking: Will food be cooked <u>  X  </u> catered <u>  X  </u> on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u> (Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559.                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|   | Yes                                 | No                                  |

15. Sanitary Facilities:

- Will temporary sanitary facilities be provided? If yes, indicate location on site plan.
- Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.
- Will additional refuse containers/dumpsters be provided?

If yes, by whom: Advanced Disposal

16. Insurance Requirement: (Events on City property or City co-sponsored) Please provide the City of Bonita Springs with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured. (Liability - \$1,000,000 each occurrence, \$2,000,000 aggregate; Property Damage - \$500,000). Must be provided to finalize permit before event.

**DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED, IF CONDITIONS HAVE CHANGES, OR THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.**

I, the undersigned, will indemnify, defend and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

	Date	Comments: _____
Signature of Applicant		

	Date	Comments: _____
City Manager		

Application Fee is non refundable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	<b>CONTACT NAME:</b> Certificates Department <b>PHONE (A/C. No. Ext):</b> 888-728-0817 <b>E-MAIL ADDRESS:</b> certificates@bbimi.com		<b>FAX (A/C. No):</b> 954-452-0450
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> The Spaceport Corp dba Laser Production Network, Inc dba Lite Up America, LLC 20209 NE 15th Ct Miami FL 33179	LASEPRO-02	<b>INSURER A :</b> AGCS Marine Insurance Co	23850
		<b>INSURER B :</b> Tokio Marine Specialty Ins Co	
		<b>INSURER C :</b> Metropolitan Life Insurance Co	
		<b>INSURER D :</b> Bridgefield Employers Ins Co	10701
		<b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1595323712

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PPK2201235	10/28/2020	10/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA032500P2020	10/28/2020	10/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	PUB765068	4/23/2021	10/28/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0830-55900	10/28/2020	10/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>INLAND MARINE</b>			MXI93012202-008650	1/1/2021	1/1/2022	Scheduled Equipment 625,559 Rented Equipment 25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Laser Light Entertainment - Sales, Service, Rental w/operators.

Certificate Holder is additional insured with respect to general liability on a primary and non-contributory basis when required to be named as such per written contract, and in accordance with all terms of the Additional Insured Endorsement attached to the policy. Waiver of subrogation in favor of the additional insured applies to the general liability policy when so required by written contract.

**CERTIFICATE HOLDER**

City of Bonita Springs  
 9101 Bonita Beach Rd  
 Bonita Springs FL 34135

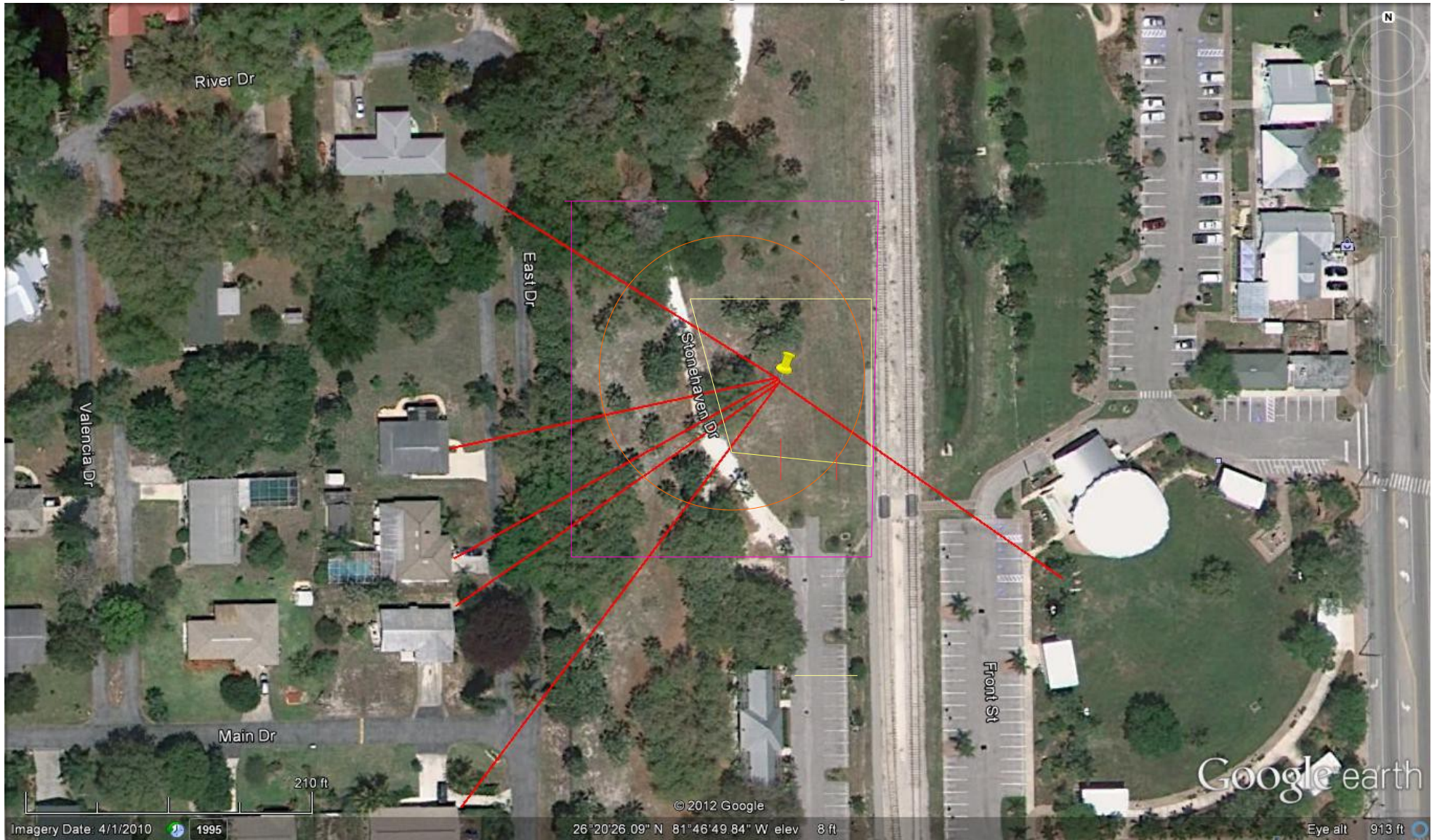
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Area Marked With Yellow Lines Proposed Fenced Area This Will Keep The Firing Site Secure Red Lines Indicate Gate Access Big Enough To allow a 16' Box Truck.



We will extend out the area as usual with tape for the actual show for fallout area. Fall out area marked as orange circle, Pink Lines extended caution tape area.



**Miami**  
 20209 NE 15th Ct  
 Miami, FL 33179  
 Phone: 305-690-6885  
 Fax: 305-690-6881  
 www.lasernet.com

<b>Quote Number</b>	21-0015
<b>Name</b>	July 4 Bonita 2021
<b>Account Manager</b>	Glenn Wright
<b>Quote Date</b>	5/27/2021

<b>Client</b>
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

<b>Ship to:</b>
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Ship Date	Return Date	Status	Terms	Total
7/3/2021 2:00 PM	7/5/2021 1:00 PM	Confirmed	50% Dep/50% at show	\$23,675.00

**Terms and conditions of Agreement**

Laser Production Network, Inc. (LPN) agrees to rent to Client the listed equipment on the proposal provided subject to the terms and conditions set forth below.

**Acceptance** - All proposals will be valid for a period of 10 days from the proposal date. In the event the proposal is not accepted, signed, and returned to LPN within this period, it will be void. All prices are subject to change without notice following the acceptance period. When accepting proposal, client agrees to use the equipment in a proper manner and agrees that, in the event any of the rented equipment is lost or damaged before it is returned, they will promptly pay an amount equal to the reasonable cost of repair or replacement.

**Charges** - It is understood that the rental commences as of the date and time specified and ends only when the rented equipment is returned. Should said property not be returned to LPN at the time specified, Client agrees to pay additional rental charges. It is agreed that if the Client fails to pay the rental charges, or if default is made in any of the other terms hereof, LPN may at once take possession of said rented equipment wherever the same may be found and remove the same, and LPN or its agents shall in no way be liable for any claims for damages or injury in the removal of said equipment.

Client further agrees that all charges for rental will be paid as specified in proposal and that all collection fees, attorney's fees, or any other expense incurred in collecting rental charges will be paid by Client. If credit card is supplied by Client to LPN, Client acknowledges and grants LPN the unequivocal right to recover from Client's credit card any charges or amounts due to LPN until paid in full.

**Payment** - All payments for services are due as marked on this quotation. Unless otherwise noted on this quotation, balance will be due upon arrival of LPN at venue. Interest of 1.25% per month will be charged for past due balances. Payment of Deposit by Client to LPN will be considered as acceptance of LPN standard terms and conditions even if this document is not signed and returned.

**Credit Cards** - The quoted price reflects a 4% discount for customers that pay with cash or check. We accept Visa, Mastercard, and American Express but cannot extend the discount for credit card purchases.

**Cancelations and Refunds** - All deposits and payments are non refundable. Should the Client cancel for any reason, once deposit has been accepted, the full balance of the project becomes due.

**Damage** - LPN is hereby released from any and all claims for damages to Client, by reason of use of said property. Client agrees to indemnify LPN from any and all claims for damage to any person or property by reason of the use of said property by Client or any other from start of rental until said property is returned to LPN.

**Indemnity** - To the greatest extent permitted by law, Client shall indemnify, defend, hold and save LPN, its officers shareholders, directors, agents, employees, and independent contractors, harmless from all claims and expenses, including court costs and attorney's fees, from damages including death and injury to persons or property which are related in any manner, directly or indirectly, to this lease or the equipment which is the subject hereof, regardless of whether injury is caused in whole or in part by the passive or active negligence, including the gross negligence, of LPN or any other act or omission of LPN or its agents.

**Insurance Certificates** - LPN may require a certificate of insurance as a prerequisite to the rental of equipment. Client is responsible for all equipment and legal fees connected with rental or collection. Client assumes liability for damages incurred to

the equipment during rental period and will be charged for any lost or damaged equipment. Upon request, LPN will issue Client an additional insured certificate covering Client and or venue for up to 2 million dollars in liability coverage.

Expenses and Freight - Unless otherwise stated in this quotation all freight charges, and travel expenses, including, but not limited to technician's airfare, hotel, per diem charges, ground transportation charges; are considered additional charges for the Client and will be invoiced.

This quotation is based on information and specifications given by the customer at time of proposal. LPN is not responsible for correcting any inadequacies as a result of customer omissions or changing specifications. Conditions at time of show may require additional labor/equipment charges to correct. These additional charges are for the account or the Client.

Fog/Haze - The lasers are dependent upon fog or haze. Client will not hold LPN responsible for the impact of the lasers if Client provided fog/haze is not correct AND/OR if the venue does not allow the use of fog/haze.

Outdoor Shows - requires FAA approval, LPN will obtain this at no charge. If FAA approval is not possible, LPN will terminated all beams (not allow beams to go free into airspace).

Weather Conditions - If weather conditions arise that prevent the show from commencing, LPN will reschedule the show for the following date. Client will not be charged for the additional show day rental; however, the Client will be responsible for all expenses that are incurred for the schedule change. These fees include, but are not limited to, show labor, hotel, per diem, and all travel charges related to the show change. If the rain date cannot be the next day, then LPN will offer Client a credit of equal to 50% of the total show fee to be used on another event within 6 months from the date of the original show. However, if LPN is already on site when the show is rescheduled or cancelled, payment in full is still required.

Personal Guaranty - the Guarantor hereby unconditionally and irrevocably guarantees payment of the amounts agreed to be paid under this Agreement, including payment for the equipment rental, any other damages or indemnity agreed to, including, but not limited to, attorney fees as described above.

The foregoing information is deemed confidential and is to be used solely by the prospective Client. Equipment is subject to availability.

Date: 5/27/2021

Date: \_\_\_\_\_

Company  
Signature: *Christine Jenkin*

Client  
Signature: \_\_\_\_\_

Name/Title: Christine Jenkin, Vice President

Name/Title: \_\_\_\_\_



# INVOICE

20209 NE 15th Ct  
Miami, FL 33179

Date	Invoice #
5/19/2021	202105193

Bill To
Bonita Springs

Ship To
In the park
LaserNet Contact: Christine Jenkin @ 305-690-6885 Chris@lasernet.com

P.O. Number	Terms	F.O.B.	Due Date	Project
	Due on receipt		7/4/2021	July 4th 2021

Quantity	Item Code	Description	Price Each	Amount
1	SFX	Laser and Pyro show balance Out-of-state sale, exempt from sales tax	11,837.50	11,837.50
			0.00%	0.00
			<b>Total</b>	\$11,837.50

Please note that all prices have been reduced for cash or wire payment. If credit card is used, prices will increase by 4%.			<b>Payments/Credits</b>	\$0.00
---	--	--	-------------------------	--------

Phone #	Fax #	Web Site	<b>Balance Due:</b>	\$11,837.50
305-690-6885	305-690-6881	www.lasernet.com		



# INVOICE

20209 NE 15th Ct  
Miami, FL 33179

Date	Invoice #
5/19/2021	202105192

Bill To
Bonita Springs

Ship To
In the park
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;">           LaserNet Contact:            Christine Jenkin @ 305-690-6885            Chris@lasernet.com         </div>

P.O. Number	Terms	F.O.B.	Due Date	Project
	Due on receipt		6/4/2021	July 4th 2021
Quantity	Item Code	Description	Price Each	Amount
1	SFX	Laser and Pyro show deposit Out-of-state sale, exempt from sales tax	11,837.50	11,837.50
			0.00%	0.00
			<b>Total</b>	\$11,837.50
Please note that all prices have been reduced for cash or wire payment. If credit card is used, prices will increase by 4%.				<b>Payments/Credits</b> \$0.00
Phone #	Fax #	Web Site	<b>Balance Due:</b> \$11,837.50	
305-690-6885	305-690-6881	www.lasernet.com		



U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
Federal Explosives Licensing Center  
244 Needy Road  
Martinsburg, West Virginia 25405

901090: CRR/FLS  
5400  
File Number: 9NV00229

08/20/2020

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE for:**

**GLENN STUART WRIGHT**

PYROTECHNICIAN/HELPER  
(954)330-1668

951 SW 83RD AVE  
NORTH LAUDERDALE, FL 33068-3418

**and is ONLY valid under the following Federal explosives license/permit:**

9-NV-003-23-1J-00229

PYROTECNICO F/X LLC  
PYROTECNICO  
6963 SPEEDWAY BLVD SUITE 104  
LAS VEGAS, NV 89115

Dear GLENN WRIGHT:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves  
Chief, Federal Explosives Licensing Center (FELC)

**FELC Customer Service.** If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

**Mail:** ATF  
Chief, FELC  
Attn.: LOC Correction  
244 Needy Road  
Martinsburg, West Virginia 25405

**Fax:** 1-304-616-4401  
Chief, FELC  
Attn.: LOC Correction

**Call toll-free:** 1-877-283-3352

WWW.ATF.GOV  
150/232

GLENN STUART WRIGHT

Employee Possessor Letter of Clearance for:

# Bonita Spring Firework Specifications

## July 4<sup>th</sup> 2021

All products used conform to 49 CFR 173.56(j)(1) and **APA Standard 87-1 otherwise known as Consumer class fireworks.**

For any other enquiries please feel free to contact Glenn Wright at Lasernet

Office 305 690 6885 Mobile 954 330 1668

Glenn\_s\_wright@yahoo.com



INTERNATIONAL LASER DISPLAY ASSOCIATION

**LASER SAFETY OFFICER**  
For U.S. Laser Light Shows and Displays

Certificate of Completion

awarded to

Glenn Wright

A handwritten signature in black ink, appearing to read "Greg Makhov", written over a horizontal line.

Greg Makhov  
Course Instructor

SEPT 10 2010

Date

A handwritten signature in black ink, appearing to read "Patrick Murphy", written over a horizontal line.

Patrick Murphy  
ILDA Executive Director

**REQUESTED MOTION:** Receive presentation from Singhofen & Associates, Inc. for Spring Creek Bonita Springs Golf Course Flood Improvement Project, and provide direction on which alternative to forward to FEMA for review and approval.

**REQUESTOR:** Matt Feeney, Assistant City Manager & Elly McKuen, Senior Project Manager

**AGENDA:** Presentation

**STRATEGIC PRIORITY:** #1 Improve Stormwater Management

---

**BACKGROUND:** City Council entered into an agreement with Singhofen & Associates to develop and evaluate three (3) drainage improvement alternatives for the property in the watershed surrounding the Bonita Springs Golf & Country Club. Seventy five percent (75%) of the project funding comes through the FEMA Hazard Mitigation Grant Project (HMGP). Projects must achieve a benefit to cost ratio greater than one to receive the remaining \$7M in FEMA funding. Any private lands required by the project must be acquired on a willing seller basis.

Two of the three (3) alternatives that Singhofen was able to develop exceed FEMA's cost benefit ratio requirement of greater than one.

**STAFF RECOMMENDATION:** Receive presentation by Singhofen & Associates, Inc. and direct staff to submit one of the alternatives to FEMA for evaluation and approval.

**ATTACHMENTS:**

---

**REVIEWERS:**

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

Council Action: Approved  Denied  Deferred  Other \_\_\_\_\_

**REQUESTED MOTION:** (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE, CHAPTER 4 – ZONING, TO UPDATE THE THRESHOLDS FOR DEVELOPMENTS OF CITY IMPACT, PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

**REQUESTOR:** John Dulmer, Jacqueline Genson, Community Development

**AGENDA:** First reading of an ordinance

**STRATEGIC PRIORITY:** 8 (Economic Development)

---

**BACKGROUND:** This amendment is to clarify standards under the Section 4-272- Developments of City Impact of Land Development Code (LDC) Chapter 4-Zoning. The first change includes noncommercial schools and the second includes the changes to the Health Care Facilities consistent with changes that took place in Ordinance No. 17-03.

Noncommercial schools

This section of chapter 4 requires a planned development for noncommercial schools (except for the Lee County School District) that are proposed to have over 100 students. Currently, noncommercial schools are permitted by special exception in certain zoning districts (regardless of student capacity), by right (100 students or less in the Community Facilities, CF-2 district), or by a planned development (100 students or more on ten acres in the Community Facilities, CF-2 district). Therefore, any request for a noncommercial school with 100 students or more will require review and approval through a special exception or planned development rezoning process (public hearing process).

Health Care Facilities

This amendment updates the use group number references for Health Care Facilities Groups II and III to reflect changes that were approved in Ordinance 17-03.

**STAFF RECOMMENDATION:** Move to the Second Reading and Public Hearing

**ATTACHMENTS:**

1. Amendment Package in Strike-through/Underline format

---

**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

---

## Sec. 4-272. Developments of city impact.

- (a) The Bonita Plan requires developments of city impact to be developed as planned developments. These developments of city impact, defined in subsection (b) of this section, if not already zoned for the use desired, must be rezoned only to the most applicable planned development category. Other proposed developments, regardless of size, may seek a planned development designation where the developer desires and the division director determines that it is in the public interest to do so. Any request for a residential planned development (RPD) in areas designated as rural or outer islands in the Bonita Plan, which is for the purpose of increasing density over the standard density permitted, will be required to comply with special regulations set forth in sections 4-347 and 4-348 as well as the other requirements set forth in this article.
- (b) The Bonita Plan provides that certain owner-initiated rezonings and special exceptions meeting specified thresholds will be reviewed as developments of city impact. The development of city impact thresholds are further categorized as major or minor planned developments as follows:
- (1) *Major planned developments.*
- a. A residential development of 300 or more dwelling units.
  - b. Any residential development proposing a density above the standard density range when located in areas designated as rural or outer islands by the Bonita Plan.
  - c. A commercial development or activity located on a parcel of ten or more acres or that includes 100,000 square feet or more of floor area.
  - d. An industrial development or activity located on a parcel of ten or more acres or that includes 100,000 square feet or more of floor area.
  - e. Mining/excavation activities on a parcel of 320 or more acres.
  - ~~f. Noncommercial schools (except Lee County School District) proposed to have over 100 students.~~
  - ~~g-f.~~ Animal or reptile exhibits, aquariums, arenas, civic centers, convention or exhibition halls, correctional facilities and prisons, fairgrounds, museums, planetaria, race tracks, regional parks, stadiums, and zoos, on ten or more acres of land.
  - ~~h-g.~~ A health care facility Group V (hospital), that is not a part of a commercial or community facility planned development.
  - ~~i-h.~~ Any other development required to apply for planned development zoning pursuant to sections 4-716 through 4-719, and as set forth in sections 4-2037 through 4-2045, pertaining to sports/amusement parks and recreational facilities.
  - ~~j-i.~~ Residential uses within the interchange commercial area as specified by the Bonita Plan.
  - ~~k-j.~~ Any combination of the above-listed land uses where the sum of the percentages of each applicable individual threshold is equal to or greater than 100 percent.
  - ~~l-k.~~ Any development of regional impact not included in subsections (b)(1)a. through h. of this section.
  - ~~m-l.~~ Any development which includes the aboveground storage of more than 40,000 gallons of petroleum.
  - ~~n-m.~~ Any proposed hotel/motel which will contain more than 200 rental units or which will exceed the equivalency factors set forth in section 4-1529(4)b., when divided by the Bonita Plan maximum standard density for the property in question.
- (2) *Minor planned developments.*

- 
- a. Botanical or zoological gardens, community parks, libraries, nature centers, religious facilities (excluding place of worship), state or federal parks, on ten or more acres of land.
  - b. A health care facility Group III or IV, social service Group III or IV community residential home, continuing care facility (CCF), or hospice, of 50 or more beds, which is not a part of a residential, commercial, or community facility planned development.
  - c. Any other development required to apply for planned development zoning as set forth in sections 4-434 through 4-685.
  - d. Except as listed below, any other application for planned development rezoning that does not meet or exceed the thresholds in section 4-272(b)(1)(a) through (l) will be reviewed as minor planned development.
    - 1. *Existing development.* An application for an existing development, such as a mobile home development, which has already been developed but does not conform to the regulations for a conventional district, that requests a rezoning to a planned development classification, will be reviewed in the same manner as a minor planned development, except that a traffic impact statement will not be required.
    - 2. *Amendments to application.* Applications for amendments to an approved major or minor master concept plan or its attendant documentation, or for the extension of a previously vacated master concept plan (for plans approved prior to December 2, 1991) will be treated procedurally as minor planned developments. These applications will require only as much information as is needed to describe the changes requested, to specify the incremental change in impacts expected from the amendment, and to detail the changes in development, environment and background (surrounding land use, traffic volumes, water, wastewater and other service availability, etc.), that have occurred since the original application.
- (c) Reserved.
- (d) Determination of development of city impact status.
- (1) Any owner wishing a determination of the development of city impact status of his property may apply to the director and pay a fee to cover administrative costs.
  - (2) Any development which is less than 80 percent of the thresholds listed in section 4-272(b)(1) is conclusively presumed not to be a development of city impact. Any development which is more than 80 percent but less than 100 percent of the appropriate threshold is rebuttably presumed not to be a development of city impact. Any development which is more than 100 percent but less than 120 percent of any threshold is rebuttably presumed to be a development of city impact. Any development which exceeds 120 percent of any threshold is conclusively presumed to be a development of city impact.
  - (3) The director will consider the following items in determining the development of city impact status of a proposed rezoning or special exception:
    - a. The compatibility of the proposed zoning district with neighboring zoning districts and uses;
    - b. The impact of the proposed zoning change on existing and proposed transportation facilities;
    - c. The impact of the proposed zoning change on other urban services, as defined in the Bonita Plan; and
    - d. The impact of the proposed zoning change on environmentally critical areas.

- 
- (4) For the purpose of determining whether a parcel is a development of city impact, all abutting parcels which are in common ownership or control may be identified and taken into account in both determining development of city impact status and estimating the impacts of any proposed development.
  - (5) The director's decision is an administrative decision which may be appealed in accordance with the procedure in this article.

(Ord. No. 11-02, § 3(4-341), 1-19-2011; Ord. No. 19-10 , § 1(Exh. A), 11-20-2019)

**REQUESTED MOTION:** (First Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE, CHAPTER 4 – ZONING, TO AMEND SEC. 4-898.-PERMITTED USES WITHIN THE BONITA BEACH ROAD CORRIDOR OVERLAY DISTRICT, SEC. 4-868.-USES FOR THE DOWNTOWN FORM-BASED CODE, AND ARTICLE VI, DIVISION 26-PARKING; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

**REQUESTOR:** John Dulmer, Jacqueline Genson, Mike Fiigon II, Community Development

**AGENDA:** Public Hearing

**STRATEGIC PRIORITY:** 5, Community Aesthetics; 8 Economic Development

---

**BACKGROUND:** This land development code (LDC) amendment includes changes to three separate areas of LDC Chapter 4-Zoning. Changes to the Downtown Form-Based Code (FBC) and Bonita Beach Road Corridor Overlay were not addressed in the most recent amendments approved on May 20 due to statutory requirements for advertising. A brief summary and overview of each area is included below.

Downtown Form-Based Code, Sec. 4-868-Uses

As explained previously, the Downtown Form-Based Code represents a shift from focusing mainly on uses, to instead focusing primarily on-site design and site functionality. A small use table was included as part of the code revisions and has been amended with this draft to better reflect where churches/places of worship are able to practice. The revisions are in line with the provisions of the Religious Land Use and Institutionalized Persons Act (RLUIPA). At this time, this is the only proposed change to the use table for the Downtown District.

Bonita Beach Road Corridor Overlay, Sec. 4-898-Permitted Uses

The Bonita Beach Road Corridor Overlay District was approved in December of 2019. Since that time, Staff has identified changes based on input from the existing business community and discussions with potential businesses that want to locate here. These changes include adding uses by right and/or special exception, modifying permitted uses and uses by special exception, prohibiting uses, and modifying/including footnotes that further regulate uses. No verbiage changes have been made to the footnotes relative to density or intensity of uses in the Coastal Management Area.

Division 26- Parking

Staff has included changes to several sections that encourage and support shared parking infrastructure, reduces impervious surfaces, and reduces urban heating. For this section, Staff compared parking regulations from other jurisdictions within the region and has recommended several amendments that support those efforts. Changes also include regulations that support multiple modalities (standard vehicles, compact vehicles, electric vehicles, scooters, etc.) and opportunities for an Applicant to request alternative parking requirements.

The LPA will review the amendment package on June 10, 2021. Staff will provide a summary of the LPA recommendation at the June 16, 2021 second reading and public hearing.

**STAFF RECOMMENDATION:** Move to the second reading and public hearing.

**ATTACHMENTS:**

1. Amendment Package in Strike-through/Underline format
- 

**REVIEWERS:**

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

Council Action: Approved \_\_ Denied \_\_ Deferred \_\_ Other \_\_\_\_\_

**Downtown Form-Based Code**

**Sec. 4-868. Uses.**

- (a) *Permitted uses.* Uses which are permitted by-right in the downtown.
  - (1) Table 3.1-1 indicates which uses shall be permitted within each transect zone.
- (b) *Restricted uses.* Uses which shall require a special exception within the downtown.

<b>TABLE 3.1-1. PERMITTED USES</b>										
Use	Subcategory	T3-R	T3	T4	T5	T5-C	SD-IRD	SD-DID	C-OS	C-I
Residential	Single-family detached (All)	P	P	P						
	Single-family attached (All)			P	P	P	P	P		
	Two-family dwellings (All)		P*	P	P	P				
	Accessory dwellings	P	P	P	P	P		P		
	Mixed-use dwellings (All)				P	P	P	P		
	Extra occupancy rental house (All)				P	P	P	P		
	Group home (All)				P	P	P	P		
	Multi-family up to 6 units per building			P	P	P	P	P		
	Multi-family over 6 units per building				P	P	P	P		
	Long-term care facilities			P	P	P	P	P		

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Commercial****	All commercial uses over 2,000 sf				P	P	P	P		
	All commercial uses under 2,000 sf			P**	P	P	P	P		
Lodging	Bed & breakfast up to 6 rooms			P	P	P	P	P		
	Lodging establishment up to 12 rooms				P	P	P	P		
	Lodging establishment over 12 rooms				P	P	P	P		
Manufacturing	Workshops and small industry							P		
Public, institutional	All educational uses									P
	Public use		P	P	P	P	P	P		P
	Minor public facilities	P	P	P	P	P	P	P	P	P
	Major public facilities					P	P	P	P	P
	Neighborhood support/recreation facilities		P	P	P	P	P	P	P	P
	Places of worship or assembly			P	P	P	<u>P</u>	<u>P</u>		
	Community facilities	P	P	P	P	P	P	P	P	P

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	Parks and recreation (all), outdoor amphitheaters	P	P	P	P	P	P	P	P	P
	Open lands						P		P	
Misc.	Parking garages, lots, and structures			P	P	P	P	P		P
	Outdoor vendor				P	P	P	P	P	P
	Accessory buildings	P	P	P	P	P	P	P	P	P
	Mobile food vendor							P		
	Mobile food vendor park***					P				
	<p>* Only for Cottage Court assemblages                  ** Only in cases of owner-occupancy (Live-work). Exception for owner-occupancy and max of 2,000 sf if the lot fronts Terry St/Bonita Beach Rd.                  *** Requires special exception                   **** Uses subject to special setback or distance regulations elsewhere in the LDC, other than the on-premises consumption of alcohol, must adhere to those regulations.</p>									

(Ord. No. 20-10 , § 2(Exh. A, § 3), 11-4-2020)

## **Bonita Beach Road Corridor Overlay**

### **Sec. 4-898. Permitted uses.**

Use regulations for the Bonita Beach Road Corridor Overlay district are as follows:

- (a) All uses of land are subject to comprehensive plan (the Bonita Plan) and the future land use plan map.
- (b) All developments categorized as developments of city impact shall be rezoned to a planned development pursuant to sections 4-272(a) and 4-272(b).

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**TABLE 4-898. USE REGULATIONS FOR THE BONITA BEACH ROAD CORRIDOR OVERLAY**

	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Accessory uses and structures	4-923 et seq., 4-2012 et seq., 4-1588, 4-1840 et seq.	P	P	P	P
Accessory apartment	Note (1), 4-929	-	P	P	P
Administrative offices		P	P	P	P
Amateur radio antennas and satellite earth stations	4-927	SE	SE	SE	SE
Amusement park		SE	SE	SE	-
Animals:					
<del>Clinic or kennel</del>	4-1071 et seq.	<del>SE</del> <u>P</u>	<del>SE</del> <u>P</u>	<del>SE</del> <u>P</u>	- <u>P</u>
<u>Kennel</u>	<u>4-1071 et seq.</u>	<u>SE</u>	<u>SE</u>	<u>SE</u>	-
<u>Pet Day Care</u>	<u>4-1071 et seq.</u>	<u>SE</u>	<u>SE</u>	<u>SE</u>	<u>SE</u>
Control center (including Humane Society)		SE	SE	SE	-
Assisted living facility	4-1280 et seq., 4-1182	P	P	P	SE
ATM (automatic teller machine)		P	P	P	P

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Auto parts store		P	P	P	-
Automobile service stations		SE	SE	SE	SE
Auto repair and service (4-408(c)(2)), all groups	4-1098	SE	SE	SE	SE
Bait and tackle shop		P	P	P	P
Banks and financial establishments	4-408(c)(3)				
Group I		P	P	P	P
Bar or cocktail lounge	4-1020 et seq.	SE	SE	SE	SE
Bed and Breakfast		P	P	P	P
Boats:					
Boat parts store		P	P	P	P
Boat ramps and dockage (not marinas)		P	P	P	P
Boat rental		-	-	-	P
<del>hg</del> Boat repair and service	4-1099, 4-2069 et seq.	SE	SE	SE	SE
Boat sales		SE	SE	SE	SE
Boat storage, dry		SE	SE	SE	SE
Broadcast studio, commercial	4-1215 et seq.	P	P	<del>P</del> SE	-

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
radio and television					
Building material sales (4-408(c)(4))	4-2069 et seq.	SE	SE	SE	-
Business services	4-408(c)(5)				
Group I		P	P	P	P
Group II		P	P	<del>SE</del> <u>P</u>	SE
Bus station/depot	4-1153 et seq.	SE	SE	SE	SE
Caretaker's residence		P	P	P	P
Car wash		SE	SE	SE	-
Cemetery, columbarium, mausoleum		P	P	P	-
<u>Cleaning and maintenance services (4-408(c)(7))</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Clothing stores, general (4-408(c)(8))</u>	<u>Note (2)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Clubs:					
Country		P	P	P	P
Commercial		P	P	P	P

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Fraternal, membership organization	4-1818	P	P	P	P
Private	4-1818	P	P	P	P
Communication facilities, wireless	4-1215 et seq.	AA/SE	AA/SE	AA/SE	AA/SE
Community Gardens	4-1435	AA	AA	AA	AA
Community residential home		P	P	P	SE
Consumption on premises	4-1020 et seq.	AA/SE	AA/SE	AA/SE	AA/SE
Continuing care facilities	4-1414	P	P	P	SE
Contractors and builders	4-408(c)(9), 4-1099, 4-2069 et seq.				
Group I		P	P	P	P
Group II		P	P	P	-
Convenience food and beverage store	Note (5 3)	SE	SE	SE	SE
Cultural facilities (4-408(c)(10))		P	P	P	P

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Day care center, child, adult		P	P	P	P
Dormitory		SE	SE	SE	SE
<u>Department store</u>	<u>Note (2)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>SE</u>
Drive-through facility for any permitted use		SE	SE	SE	SE
Drugstore, pharmacy		P	P	P	P
Dwelling unit:					
Single-family	Notes (7 4) and (8 5)	-	P	-	P
Duplex	Notes (7 4) and (8 5)	-	-	<del>P</del> =	P
Two-family attached	Notes (7 4) and (8 5)	<del>P</del> =	<del>P</del> =	<del>P</del> =	P
Townhouse, multiple-family building	Note (8 5)	P	P	P	P
Entrance gates and gatehouse	4-1841 et seq.	P	P	P	P
Emergency medical service (ambulance station)		P	P	P	P
Emergency operations center		P	P	P	SE

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Essential services	4-1362 et seq., 4-1841 et seq.	P	P	P	P
Essential service facilities (4-408(c)(13)):					
Group I	4-1362 et seq., 4-1841 et seq., 4-1840 et seq.	P	P	P	P
Group II	4-1362 et seq., 4-1841 et seq., 4-1840 et seq.	SE	SE	SE	SE
Group III	4-1362 et seq., 4-1841 et seq., 4-1840 et seq.	SE	-	-	-
Excavation:					
Water retention	4-1380	P	P	P	P
Fences, walls	4-1841 et seq.	P	P	P	P
Fire station		P	P	P	P
Fishing piers		P	P	P	P
Flea market:					
Open		SE	SE	SE	-

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Indoor		SE	SE	SE	SE
Food and beverage service, limited		P	P	P	P
Food stores (4-408(c)(16)):					
Group I		P	P	P	P
Group II		SE	SE	SE	SE
Funeral home and mortuary (with or without a crematory)		P	P	P	-
Gasoline dispensing system, special		SE	SE	SE	SE
Gift and souvenir shop		P	P	P	P
Golf course		P	P	P	P
Golf driving range		P	P	P	P
Government maintenance facility		SE	SE	SE	SE
Hardware store		P	P	P	P
Health care facilities	4-408(c)(19)				
Group I		P	P	P	P
Group II		P	P	P	P
Group III		P	P	P	P
Group IV		P	P	P	P

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Group V		SE	SE	SE	SE
Group VI		P	P	P	SE
Heliport or helistop		SE	SE	SE	SE
Hobby, toy and game shops	4-408(c)(20)	P	P	P	P
Home care facility		P	P	P	-
Home occupation	4-1495 et seq.	P	P	P	P
<u>Hospice</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Hotel/motel	4-1528 et seq.	P	P	P	P
Household and office furnishings Group I	4-408(c)(21)	P	P	P	P
Laundry or dry cleaning	4-408(c)(22)				
Group I		P	P	P	P
Lawn and garden supply stores	<u>Note (2)</u> ; 4-1792	P	P	P	SE
Library		P	P	P	P
Manufacturing of:					
Food and kindred products, Group I, <u>4-408(c)(15)</u>	<del>4-408(c)(15)</del> , <u>Note (2 6)</u> ; <u>4-2014</u>	P	P	P	P
Micro-breweries	<u>Note (2 6)</u> ; 4-1023 et seq.	P	P	P	P

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Marina	4-1587	-	-	-	EO
Mini-warehouse		SE	SE	SE	-
<u>Model home</u>	<u>4-1662</u>		<u>AA/SE</u>		<u>AA/SE</u>
<u>Model unit</u>	<u>4-1662</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Motion picture production studio		P	P	SE	SE
Multi-slip docking facility		-	-	-	SE/EO
Night clubs	4-1020 et seq.	P	P	P	SE
Office—Business		P	P	P	P
Package store	4-1020 et seq.,	P	P	P	P
Paint, glass and wallpaper		P	P	P	P
Parks	4-408(c)(30)				
Group I		P	P	P	P
Group II		P	P	P	P
Group III		SE	SE	SE	SE
Parking lot:					
Accessory		P	P	P	P
Commercial		SE	SE	SE	SE
Garage, Private		P	P	P	P
Garage, Public		SE	SE	SE	SE
Temporary	4-1734	P	P	P	P

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Personal services	4-408(c)(31)				
Group I		P	P	P	P
Group II		P	P	P	P
Group III		P	P	P	P
Group IV		P	-	P	-
Pet services		P	P	P	P
Pet shop		P	P	P	P
Place of worship	4-1762 et seq.	P	P	P	P
Police or sheriff's station		P	P	P	P
Post office		P	P	P	P
Printing and publishing (4-408(c)(33))	Note (2 <del>6</del> )	P	SE	P	SE
Real estate sales office	Note (7), 4-1662 et seq., 4-2095	P	P	P	P
Recreational facilities: Commercial	4-408(c)(35)				
<del>Groups I, III, and IV</del>		P	P	P	P
<u>Groups III and IV</u>		<u>SE</u>	<u>SE</u>	<u>SE</u>	<u>SE</u>
Religious facilities	4-1762 et seq.	P	P	SE	SE

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Rental or leasing establishment (4-408(c)(36)):					
Group I	4-1099, 4-2069 et seq.	P	P	P	P
Group II	4-951 et seq., 4-1099, 4-2069 et seq.	P	-	P	-
Group III	4-1099, 4-2069 et seq.	-	-	P	-
Repair shops (4-408(c)(37)):					
Group I		P	P	P	P
Group II		P	P	P	P
<u>Research and development laboratories (4-408(c)(38)):</u>					
<u>Group II</u>	<u>Note (8)</u>	<u>P</u>	<u>P</u>	<u>P</u>	=
<u>Group IV</u>	<u>Note (8)</u>	<u>P</u>	<u>P</u>	<u>P</u>	=
Residential accessory uses (4-408(c)(39))	4-923 et seq.	P	P	P	P
Restaurant, fast food		P	P	P	SE
Restaurants	4-408(c)(40)				
Groups I and III		P	P	P	P

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Group II		P	P	P	P
Group IV		P	P	P	P
<del>Retail General not connivance</del>		<del>P</del>	<del>P</del>	<del>P</del>	<del>P</del>
Schools:					
Commercial	4-408(c)(42) 4-1970	P	P	P	P
Noncommercial	<u>Note (9)</u> , 4-1970	P/ <u>SE</u>	P/ <u>SE</u>	P/ <u>SE</u>	P/ <u>SE</u>
Self-service fuel pumps	Note (4 <u>10</u> )	SE	SE	SE	SE
Signs in accordance with chapter 6		P	P	P	P
Social services (4-408(c)(43)):	4-2190 et seq.				
Group I		P	P	-	-
Specialty retail	4-408(c)(44)				
Group I		P	P	P	P
Group II		P	P	P	P
Group III		P	P	P	P
Storage:					
Indoor only	4-2069 et seq.	P	P	P	-
Storage, open	4-2069 et seq.	SE	-	-	-
Studios (4-408(c)(46))		P	P	P	P

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Temporary uses	4-2124 et seq.	P	P	P	<u>P</u>
Theater, indoor	4-2037 et seq.	<del>SE</del> <u>P</u>	<del>SE</del> <u>P</u>	SE	SE
Timeshare units		P	P	P	P
Transportation services	4-408(c)(50)				
Group I		SE	SE	P	P
Group II		SE	SE	SE	SE
Group III		SE	SE	SE	SE
Group IV		SE	SE	SE	SE
Used merchandise stores	4-408(c)(51)				
Group I		P	P	P	P
Variety store		P	P	P	P
Vehicle and equipment dealers	4-408(c)(52)				
Groups I, II and III		SE	SE	SE	-
Group IV		SE	-	-	-
Warehouse:					
Mini-warehouse		SE	SE	SE	-
Private		SE	SE	SE	-
Public		SE	SE	SE	-
Wholesale establishments					

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	Special Notes or Regulations	Interstate Zone	Commercial Zone	Historic Zone	Beach Zone
Group III	Note (6 g)	P	SE	P	-

Notes:

- (1) Permitted only when accessory to a lawfully permitted single-family dwelling unit.
- (2) Establishments exceeding 40,000 square feet require PD zoning. See section 4-1560 et seq.
- (3) Limited to eight self-service fuel pumps (df) unless a greater number is specifically approved as part of the planned development and depicted on the master concept plan. An existing business with more than eight lawfully permitted pumps as of January 31, 1998, will not be considered nonconforming. Existing pumps may be modernized, replaced, or relocated on the same premises, but additional new pumps will not be permitted.
- (4) Any single-family, duplex, or two-family residential buildings fronting and/or visible from Bonita Beach Road shall meet the design requirements set forth in Chapter 3, Article IV. - Design Standards and Guidelines for Commercial Buildings and Developments until June 30, 2021.
- (5) Any increase in density and intensity is limited by Goal 5 of the Conservation/Coastal Management Element. Unless approved and located within a planned development, the property development regulations for residential development along the Bonita Beach Road Corridor District shall be as follows:  
Single-family: RS-1 residential single-family district  
Duplex/Two-Family Attached: TFC-2 residential two-family conservation district  
Townhouse/Multiple-family: RM-2 multiple-family district
- (6) Uses that include an ancillary manufacturing component of less than 1,500 square feet are permitted when clearly incidental and subordinate to a permitted principal use on the same premises. If producing a tangible product, the use or activity must stand at or near the end of the manufacturing process, accounting only for the last steps of preparation or assembly of components or preprocessed materials. All operations must be conducted within a fully enclosed building. The use may not emit dust, smoke, odor or other air or water pollutant, glare, sound or other vibration that can be perceived outside the boundaries of the building. The use may not receive, process or create hazardous materials in sufficient quantity to constitute a danger to persons, property or activities outside the boundaries of the building. Open storage of raw materials, waste products or finished goods awaiting shipment is prohibited.
- (7) Real estate sales offices in residential areas are limited to sales of lots, homes or units within the development, except as may be permitted in section 4-1662 et seq. The location of, and approval for, the real estate sales office will be valid for a period of time not exceeding five years from the date the certificate of occupancy for the sales office is issued. The director may grant one two-year extension at the same location.
- (8) Wholesale establishments, Group III and Research and Development. Uses less than 3,000 square feet in size per business are permitted as a part of a business/office park and/or shopping center. The use must be enclosed within a building and may not emit dust, smoke, odor or other air or water pollutant, glare, sound or other vibration that can be perceived outside the boundaries of the development area.
- (9) Noncommercial schools with 100 students must request a special exception.
- ~~(2) Uses that include an ancillary manufacturing component of less than 1,500 square feet are permitted when clearly incidental and subordinate to a permitted principal use on the same premises. If producing a tangible product, the use or activity must stand at or near the end of the manufacturing process, accounting only for the last steps of preparation or assembly of components or preprocessed materials. All operations must be conducted within a fully enclosed building. The use may not emit dust, smoke, odor or other air or water pollutant, glare, sound or other vibration that can be perceived outside the boundaries of the building. The use may not receive, process or create hazardous materials in sufficient quantity to constitute a danger to persons, property or activities outside the boundaries of the building. Open storage of raw materials, waste products or finished goods awaiting shipment is prohibited.~~
- ~~(3) Real estate sales offices in residential areas are limited to sales of lots, homes or units within the development, except as may be permitted in section 4-1662 et seq. The location of, and approval for, the real estate sales office will be valid for a period of time not exceeding five years from the date the certificate of occupancy for the sales office is issued. The director may grant one two-year extension at the same location.~~

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- ~~(4) Two pumps are permissible as an accessory use to businesses to provide fuel for their own fleet of vehicles and equipment. Additional pumps require approval of a special exception.~~
- ~~(5) Limited to eight self-service fuel pumps (df) unless a greater number is specifically approved as part of the planned development and depicted on the master concept plan. An existing business with more than eight lawfully permitted pumps as of January 31, 1998, will not be considered nonconforming. Existing pumps may be modernized, replaced, or relocated on the same premises, but additional new pumps will not be permitted.~~
- ~~(6) Wholesale establishments, Group III. Uses less than 3,000 square feet in size per business are permitted as a part of a business park and/or shopping center. The use may not emit dust, smoke, odor or other air or water pollutant, glare, sound or other vibration that can be perceived outside the boundaries of the development area.~~
- ~~(7) Any single family, duplex, or two family residential buildings fronting and/or visible from Bonita Beach Road shall meet the design requirement set forth in the City Land Development Code Article IV. – Design Standards and Guidelines for Commercial Buildings and Developments.~~
- ~~(8) Any increase in density and intensity is limited by Goal 5 of the Conservation/Coastal Management Element. Unless approved and located within a planned development, the property development regulations for residential development along the Bonita Beach Road Corridor District shall be as follows:  
Single family: RS-1 residential single family district  
Duplex/Two-Family Attached: TFC-2 residential two-family conservation district  
Townhouse/Multiple-family: RM-2 multiple-family district~~

( Ord. No. 19-10 , § 1(Ex. A), 11-20-2019)

*DIVISION 26. PARKING*

**Sec. 4-1723. Applicability of division.**

- (a) *New developments.* All residential and nonresidential uses are required to provide off-street and on-street parking spaces in accordance with the regulations specified in this division.
- (b) *Existing developments.*
  - (1) Existing buildings and uses with existing off-street parking spaces may be modernized, altered or repaired without providing additional parking spaces; provided there is no increase in total floor area or capacity. Modernization of parking spaces for compliance with the Americans with Disabilities Act (ADA) of 1990 that result in a reduction of required parking may be reviewed and approved as part of the local development order review based section 4-1735. Buildings damaged in excess of 50 percent must comply with all applicable regulations.
  - (2) Existing buildings or uses enlarged in terms of floor area must provide additional parking spaces for the total floor area in accordance with this division.
  - (3) When the use of a building is changed to a different use that is required to have more parking than exists, the additional parking must be provided.
- (c) *On-street parking.* The director may approve parking to back out into rights-of-way ~~in residential developments~~ subject to the following limitations:
  - (1) Residential developments
    - ~~(1-a)~~ The street must be a privately owned and maintained, low-volume, local street.
    - ~~(2-b)~~ All parking spaces must be for amenities to the development such as parks and recreational facilities and not for dwelling units or commercial uses.
    - ~~(3-c)~~ Parking spaces may be perpendicular or at a 30 or 45 degree angle to the roadway, and must comply with the parking space dimensions set forth in section 4-1728(1); The director may require surfacing to comply with section 4-1729(a) or (b), depending on the type of amenity being serve.
    - ~~(4-d)~~ The director's decision is final and may not be appealed.
  - (2) Downtown District
    - (a) Parking spaces may be perpendicular, at a 30 or 45 degree angle to the roadway, or parallel, and must comply with the parking space dimensions set forth in section 4-1728(1);
    - (b) Requests are subject to review by the city engineer/public works manager in accordance with section 3-303.

(c) Parking shall comply with the locational standards set forth for each Transect in the Downtown District.

(d) *Developments on islands without vehicular access to mainland.* Developments located on islands where direct vehicular access to the mainland by bridge, causeway or street system is not attainable are not required to comply with this division.

(Ord. No. 11-02, § 3(4-2011), 1-19-2011)

**Sec. 4-1724. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Drive-up.* The terms "drive-up" and "drive-through" are synonymous.

*Employees* means the regular working staff, paid, volunteer or otherwise, at maximum strength and in full-time equivalent numbers, necessary to operate, maintain or service a given facility or use under normal levels of service.

*Electric vehicle* means any motor vehicle register to operate on public roadways that operates either partially or exclusively on electric energy. Electric vehicles include battery-powered electric vehicles, plug-in hybrid electric vehicles, electric motorcycles, and fuel cell vehicles

*Electric vehicle charging level* means the standardized indicator of electrical force or voltage at which the battery of an electric vehicle is recharged.

*Electric vehicle parking space* means an off-street parking space that is equipped with an electric vehicle charging station.

*Electric vehicle charging station* means battery charging equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

*High turnover* applies to parking lots wherein vehicles are parked for relatively short periods of time, ranging from a few minutes to several hours. Customer parking for retail establishments, offices, or similar establishments is considered to be high turnover.

*Low turnover* applies to parking wherein vehicles are parked for relatively long periods of time, such as employee parking during the day, or uses such as marina parking, cruise ship parking, sports arena parking, etc., wherein customers leave their cars for periods of four or more hours while attending special events, or overnight parking in residential developments.

*Parking aisle* means an accessway within a parking lot that provides direct access to individual parking spaces.

*Parking lot* means an area of land designed, used or intended for parking five or more vehicles.

*Parking lot entrance* means the accessway that provides ingress or egress from a street right-of-way or easement to a parking lot.

*Parking space* means an area of land designed or intended for parking one vehicle. Parking spaces are designated as handicapped spaces or standard spaces, depending on the purpose of the space.

(Ord. No. 11-02, § 3(4-2012), 1-19-2011)

**Sec. 4-1726. Parking plan.**

A parking plan is required for all uses, except single-family residence, duplex, two-family attached and single-family mobile home dwelling units, and must be submitted for review and approval in accordance with chapter 3. Developments which are not required to be reviewed and approved in accordance with chapter 3 must submit plans to community development prior to issuance of a building permit. The plan must accurately designate the required parking spaces, parking aisles and parking lot entrance, as well as the relation of the off-street and on-street parking facilities to the uses or structures such facilities are designed to serve.

(Ord. No. 11-02, § 3(4-2014), 1-19-2011)

**Sec. 4-1727. Location and design generally.**

The location and design of all parking lots must embody the following provisions:

- (1) *Location.* All required parking spaces must be provided on the same premises and within the same or similar type zoning district as the use they serve.
- (2) *Design.*
  - a. All parking lots must be designed in accordance with the setback, buffer, landscaping and drainage requirements set forth in chapter 3.
  - b. If the parking lot will be used at night, adequate lighting must be provided for the driveways, ingress and egress points, and parking areas of all ~~commercial and industrial~~ nonresidential uses. Such lighting must be so arranged and directed to eliminate glare on any other use as set forth in chapter 3.
  - c. All individual parking spaces must be accessible from a parking aisle intended to provide access to the space. Stacking of vehicles (one behind the other) will be permitted only for single-family, duplex, two-family, and townhouses where each dwelling unit has a specific garage or driveway appurtenant to it and in valet parking facilities wherein parking is performed only by employees of the facility.
  - d. All parking lot spaces must be provided with sufficient maneuvering room to allow an exiting vehicle to leave the parking lot in a forward motion. Parking lots utilizing 90-degree parking with dead-end aisles must provide a turning bay for those spaces at the end of the aisle.
  - e. In any parking lot where more than one tier of parking spaces will be developed, a pedestrian system must be provided which accommodates safe and convenient pedestrian movement.
  - f. In parking areas containing twenty (20) or more parking spaces, up to ten (10) percent of the parking spaces may contain compact spaces of the total parking requirement. Compact spaces shall be grouped together and each shall be identified as a "Compact Space" through pavement markings. Compact spaces shall not be located in high turnover areas which are in close proximity to main building entrances.
  - g. In parking areas containing twenty (20) or more parking spaces, up to five (5) percent of the parking spaces may contain motorcycle/scooter spaces of the total parking requirement. These spaces shall be grouped together and shall be identified as a "Motorcycle/Scooter" through pavement markings.
  - h. Electric vehicle charging stations. Charging stations and the provision of electronic vehicle parking are strongly encouraged. See section 4-1728 of the division.

(3) Interconnectivity. To the extent practicable, adjoining parking and loading areas serving nonresidential buildings shall be interconnected.

(Ord. No. 11-02, § 3(4-2015), 1-19-2011)

**Sec. 4-1728. Dimensional requirements; delineation of parking spaces.**

In addition to satisfying all other provisions of this division, the arrangement and spacing of off-street parking lots and on-street must conform to the following requirements:

(1) *Parking space dimensions.* Individual parking space dimensions are as follows:

- a. Disabled parking (all): 12 feet by 18 feet. Parking access aisles must be no less than five feet wide and must be part of an accessible route to the building or facility entrance. In multi-tenant shopping centers, the disabled parking spaces shall be distributed throughout the site. The individual parking space dimensions do not preclude compliance with the Americans with Disabilities Act (ADA) of 1990.
- b. High and low turnover parking lots:
  1. 90-degree parking: Nine feet by 18 feet.
  2. 30-, 45- or 60-degree parking: 8½ feet by 18 feet.
  3. Parallel parking: Eight feet by 22 feet.
  4. Compact parking: Sixteen feet by 8 feet.
  5. Motorcycle/Scooter spaces: Nine feet by 6 feet.

(2) *Delineation of spaces.*

a. *Paved parking lots.*

1. Parking spaces must be delineated by all-weather painted lines, or thermoplastic striping, not less than four inches in width, centered on the dividing line between spaces. Parking spaces for persons with disabilities must be prominently outlined with blue paint, and must be repainted when necessary to be clearly distinguishable as a parking space designated for persons who have disabilities. Signs erected after October 1, 1996, must indicate the penalty for illegal use of the space.
2. Parking spaces which do not abut a curb, fence, wall or other structure must be provided with a parking block set two feet from the end of the parking space.

b. *Unpaved parking lots.*

1. Parking spaces in unpaved parking lots must be delineated by placing a parking block two feet from the end of the parking space and centered between the sides of the space.

- 2. If the space abuts a structure, the space may be indicated on the structure, in which case parking blocks are not required.
- c. *Temporary parking lots.* (See section 4-1734) Individual spaces in temporary parking lots do not need to be delineated provided the end of each space and all aisles are clearly delineated with temporary posts and ropes.

(3) *Minimum aisle widths.* Minimum aisle widths are as follows:

Angle of Parking	Aisle Width	
	One-Way (feet)	Two-Way (feet)
Parallel	12	20
30	12	22
45	12	22
60	18	24
90	22	24

(4) Parking angle. Parking must be developed throughout the site utilizing the same degree of angle. The mixture of one-way and two-way parking aisles, or different degrees of angled parking within any parking area is prohibited except:

- a. A single bay of parking provided along the perimeter of the site may vary in design in order to maximize the number of spaces provided on-site.
- b. Parking design may vary between individual parking areas provided that the parking areas are physically separated from one another by buildings or a continuous landscape buffer a minimum of five feet in width. The Director may approve a minimum number of vehicle access points to pass through the landscaped buffer.

(5) Electric vehicle parking and charging stations. If specifically designed and identified with appropriate markings and/or signage as outlined in this Section, the following design standards, in addition to all other design standards set forth in this section shall apply.

- a. Electric vehicle parking spaces shall be painted green, or shall be marked by green painted lines and curbs and/or wheel stops.
- b. Each electric vehicle parking space shall be marked by a sign designating the parking space as an electric vehicle parking space, in accordance with the Manual on Uniform Traffic Control Devised (MUTCD) of the Federal Highway Administration.
- c. Each electric vehicle charging station shall be subject to the architectural provisions of chapter 3.
- d. Each electric vehicle charging station shall be equipped with a sign that includes the following information:
  - 1. Voltage and amperage levels;

2. Any applicable usage fees;
3. Safety information; and
4. Contact information for the owner of the charging station to allow a consumer to report issues relating to the charging station.
- e. Electric vehicle charging stations shall contain a retraction device, coiled cord, or a fixture to hang cords and connectors above the ground surface.
- f. Electric vehicle charging stations shall be screened from view from any abutting rights-of-way, with the exception of alleys.
- g. Electric vehicle charging stations shall be maintained in good condition, appearance and repair.

(Ord. No. 11-02, § 3(4-2016), 1-19-2011)

**Sec. 4-1729. Parking lot surface.**

(a) *High turnover parking lots.*

- (1) *Parking aisles.* Except as provided in subsection (d) of this section, all high turnover parking lot aisles must be provided with a paved, dust free, all-weather surface.
- (2) *Parking spaces.* All parking spaces, except those seaward of the coastal construction control line, must have a paved, dust free, all-weather surface from the aisle to the parking block or curb. All handicapped parking spaces, including handicapped parking spaces seaward of the coastal construction control must be paved with asphalt or concrete to provide a smooth surface without gaps or holes which create a danger to the user. For all other parking spaces, the term "paved" will be interpreted to mean and include asphalt, concrete, paving block and other similar types of treatment. Parking spaces, excluding handicapped parking spaces, located seaward of the coastal construction control line must be stabilized with treatments approved by the community development director.

(b) *Low turnover parking lots.*

- (1) Alternative surfaces may be permitted; provided the areas are adequately drained and continuously maintained in a dustfree manner. Alternative surfaces may include gravel, crushed shell or other similar materials. Parking on grass or other unimproved surfaces such as sand or dirt is prohibited.
- (2) Handicapped spaces must be paved with asphalt or concrete to provide a smooth surface without gaps or holes which would create a danger to the user.
- (3) Use of alternative surfaces may be approved through the local development order review process as outlined in chapter 3 and may be allowed under the following conditions:

1. The parking area meets all of the dimensional requirements of this section and the parking spaces are delineated by parking block, curb, or in an alternate fashion;
2. The unpaved area is contained by an approved barrier curb of sufficient size to prohibit erosion of surface material into the storm sewer or paved area; and
3. The owner shall provide and adhere to a maintenance plan that addresses how the parking will be maintained in a neat, graded, dust-free condition, useable for parking.

The city retains the ability to require the paving of any parking or circulation element subsequent to a finding that the lot is not being properly maintained or it no longer functions in a safe and convenient manner in its unpaved condition.

- (c) *Temporary parking lots.* Temporary parking lots do not need to be surfaced, and may be maintained as a grass area or in a dustfree manner.
- (d) *Reservation of spaces for future use.*
  - (1) When a use or activity is required by this chapter to provide more than ten high turnover parking spaces, the community development director may approve leaving up to 25 percent of the required spaces as landscaped areas reserved for future use; provided:
    - a. The applicant clearly shows the reserved parking spaces on the site plan;
    - b. The reserved parking areas are not counted towards the minimum open space or landscaping or buffering requirements of this chapter or chapter 3;
    - c. All drainage facilities must be calculated and built as though the reserved parking areas were impervious surfaces; and
    - d. The reserved parking areas may not be used for any purpose other than landscaped open space or temporary overflow parking during special holiday seasons or sales.
  - (2) If the property owner decides to pave the reserved area for parking, he must submit the original site plan or development order approval to the community development director, who is authorized to approve the paving; provided paving does not include new entrances onto a public street. If the parking areas does involve new entrances, then a limited review development order is required.
- (e) *Director discretion.*
  - (1) The community development director is authorized to permit high turnover parking lots, including parking lot aisles, to meet the surfacing standards for low turnover parking lots (section 4-1729(b)) under the following circumstances:
    - a. The proposed parking lot will contain no more than 25 spaces;

- b. The proposed alternative surface will be adequately drained; and
  - c. The proposed alternative surface is consistent with the uses and the parking lot surfaces in the surrounding neighborhood.
- (2) This subsection may not be construed inconsistently with the Americans with Disability Act (ADA) of 1990.
- (3) The director's decision is discretionary in nature and may not be appealed pursuant to section 4-124(a).

(Ord. No. 11-02, § 3(4-2017), 1-19-2011)

**Sec. 4-1730. Joint use of parking lots.**

- (a) Administrative approval. Except where specifically approved as part of a planned development district, joint use of parking lots will be permitted only after approval by the community development director. An applicant for joint use of parking lots must submit the following information on the form provided by the city.
- (1) A notarized statement identifying all property owners involved; indicating the use of each property; the extent of the activities on each parcel and the demand for parking; and the times these parking demands will occur.
  - (2) A draft joint use parking agreement specifically identifying the designated spaces that are subject to the agreement, including a statement indicating that the parties understand that these designated spaces cannot be counted to support any use other than that identified in the agreement. This agreement must also identify the current property uses, property owners, and the entity responsible for maintenance of the parking space area.
  - (3) Written agreements, covenants, contracts and the like acceptable to the city attorney's office, that ensure that the parking area is to be used jointly and establish the responsibility for maintenance. Upon approval of the agreement by the city attorney's office, the written joint use parking agreement must be recorded in the county public records at the applicant's expense.
  - (4) A backup plan to provide sufficient parking if the joint agreement is violated by either party.
  - (5) Violation of the agreement for joint use of off-street parking is sufficient grounds for revocation of the administrative approval.
- (b) Shared parking lots must be within 300 feet of each use. Shared parking lots may not be separated from the use by a street right-of-way or easement designated as an arterial or a collector roadway, exceeding 25 feet in width. Shared parking lots that are separated by an accessway or local road, two (2) lanes or less, must include marked, safe pedestrian access connecting the two parking lots.

- (c) No part of a parking lot used, designed or intended to satisfy required parking for any use may be used to offset the parking requirements for another use, unless the peak parking demands of the uses clearly occur at different times.

Ord. No. 11-02, § 3(4-2018), 1-19-2011; Ord. No. 12-17, § 1(4-2018), 12-19-2012)

**Sec. 4-1731. Other use of parking lots.**

Except as provided in this section and in section 4-2131, required off-street parking areas may not be utilized for the sale, display or storage of merchandise, or for repair, dismantling or servicing of vehicles or equipment.

- (1) This must not be interpreted to prohibit a residential property owner from the occasional servicing of his own noncommercial vehicle or conducting normal residential accessory uses.
- (2) The following structures and uses may be approved by the director provided that a site plan is submitted showing that the structure will not reduce the parking spaces required for the principal use, create a traffic or pedestrian hazard, and all other requirements of this division and this LDC are met:
  - a. Aluminum can or other similar receiving machines or facilities.
  - b. Automatic teller machines (ATMs).
  - c. ~~Video rental kiosks.~~
  - d. Other similar uses which do not interfere with the use of the parking lot.

(Ord. No. 11-02, § 3(4-2019), 1-19-2011; Ord. No. 12-17, § 1(4-2019), 12-19-2012)

**Sec. 4-1732. Required spaces.**

All uses permitted under this chapter are subject to the following minimum requirements below. For uses not listed, the director shall consider the requirements for similar uses or through a parking needs analysis.

- (1) *Dwelling, housing and living units.* For all common parking lots, in addition to the spaces required in this subsection, additional parking spaces equal to ten percent of the total required must be provided to accommodate guest parking.
  - a. *Single-family, duplex, two-family attached and mobile home units.* The minimum requirement is two spaces for each dwelling unit. Stacking of vehicles in the driveway is permitted.
  - b. *Townhouses.* Minimum requirements are as follows:
    1. For townhouses with individual parking driveways on each lot, two spaces per dwelling unit. Stacking of vehicles in the driveway is permitted.

2. For townhouses sharing a common parking lot, two spaces per dwelling unit. Stacking of vehicles in the driveway is not permitted.
  - c. *Multiple-family buildings.* Stacking of vehicles is not permitted. Minimum requirements are as follows:
    1. Studio or efficiency: 1.25 spaces per unit.
    2. One bedroom 1.5: spaces per unit.
    3. Two bedrooms: 1.75 spaces per unit.
    4. Three or more bedrooms: two spaces per unit.
  - d. *Assisted living facilities (section 4-1182), continuing care facilities (section 4-1183), health care facilities, Groups I and II (section 4-408(c)(19), social services, Groups III and IV (section 4-408(c)(4) and other similar uses).*
    1. Any living unit designed as a dwelling unit and intended primarily as a self-care facility will be treated as a dwelling unit and will be required to provide parking spaces as set forth in section 4-1732(1)a through c for similar type dwelling units. For purposes of this section, a microwave oven or other cooking facilities such as a toaster or a hot plate using 115-120 volt electrical service do not constitute customary cooking facilities. Where the living units are maintained under unified control and the residents are not capable or permitted to bring or operate private vehicles on the same premises, community development may authorize up to a 75 percent reduction in required parking spaces; provided sufficient parking is provided for employees and visitors.
    2. Living units which do not contain customary cooking facilities within the individual units but instead have a central kitchen for food preparation and where meals are served in a central dining area or individual rooms must calculate parking requirements as follows: one parking space per four residents or four beds (whichever is greater), plus ten percent. Where the living units are maintained under unified control and the residents are not capable or permitted to own or operate private vehicles on the same premises, community development may authorize up to a 75 percent reduction in required parking spaces; provided sufficient parking is provided for employees and visitors.
  - e. *Group quarters, excluding living units subject to section 4-1732(1)d.* The minimum requirement is one parking space per bedroom or one space per two beds, whichever is greater.
  - f. *Hotels and motels.* See division 19 of this article.
- (2) *Commercial uses.*

- a. *Animal clinics.* The minimum requirement is five spaces per veterinarian plus one space per employee.
- b. *Animal kennels.* The minimum requirement is five spaces.
- c. *Automotive repair and service (excluding "drive-in oil change establishments"); automotive service stations.* The minimum requirement is four spaces per service bay plus one space per employee. Drive-in oil change establishments must provide 1.5 parking spaces per service bay. In addition to the parking spaces, there must be two stacking spaces per service bay or five stacking spaces per site, whichever is greater. Each service bay may count as one stacking space.
- d. *Banks and financial establishments.* The minimum requirement is one space per 500 square feet of total floor area. See also subsection (2)h of this section pertaining to drive-up facilities.
- e. *Bars and cocktail lounges, nightclubs.* The minimum requirement is 21 spaces per 1,000 square feet of total floor area. See also subsection (2)m of this section, pertaining to restaurants, and subsection (5) of this section.
- f. *Barbershops, beauty shops, massage establishments, massage parlors, etc.* The minimum requirement is three spaces per operator (chair) or one space per 100 square feet of gross floor area, whichever is greater, with a minimum of five spaces.
- g. *Car washes.* The minimum requirement is 1.5 spaces per car wash stall or space, plus drive-up facilities (see subsection (2)h of this section). Each individual car wash stall or space may count as one of the required two parking spaces per stall.
- h. *Drive-up facilities.* Any commercial establishment providing drive-up service windows or stalls must provide separate vehicle stacking for those uses. For the purpose of this section, a stacking unit is defined as 18 feet in length and nine feet in width. The total number of stacking units required will be based on the type of business, as follows:
  1. Banks and financial establishments: Stacking lanes to accommodate five cars per window.
  2. Car wash: Stacking to accommodate one car per service stall or five cars, whichever is greater.
  3. Restaurants: Stacking lanes to accommodate ten cars per service lane, with a minimum of five spaces preceding the menu board or ordering station.
  4. Other:
    - (i) Photo drop-off, laundry drop-off or other similar type drop-off facilities: Stacking for three cars.

- (ii) All other: Stacking to accommodate five cars per service lane.
- i. *Funeral homes.* There must be at least one parking space per four seats, or four spaces per 250 square feet of chapel area, whichever is greater. (See subsection (7) of this section.)
  - j. *Offices, excluding medical.* This category includes offices of all types not specifically listed elsewhere, including, but not limited to, business services Group I, contractors and builders, insurance companies, personal services, Group IV, social services, Group I, and other similar offices. The minimum requirement is one space per 300 square feet of total floor area.
  - k. *Offices, medical and health care facilities, Group III.* The minimum requirement is 4.5 spaces per 1,000 square feet of total floor area.
  - l. *Mobile food vendors.* The minimum requirement is three spaces per vendor.
  - m. *Restaurants/bakeries.*
    - 1. *Restaurants/bakeries.* When a store such as a bakery provides seating for customers to eat the bakery products made on the premises, the store must provide a minimum of one parking space per table or 50 square feet of seating area (whichever is greater) in addition to one space per employee.
    - 2. When a restaurant is located within the same building as the principal use, and is clearly provided primarily for the employees and customers of the principal use, no additional parking spaces are required. In all other cases, parking will be as follows: The minimum requirement is 14 spaces per 1,000 square feet of total floor area, with outdoor seating calculated at the same rate.
    - 3. *Restaurants, fast food.* The minimum requirement is 13 spaces per 1,000 square feet of total floor area plus one space per four outdoor seats, except as provided for in section 4-1733. See also subsection (2)h of this section pertaining to drive-up facilities.
    - 4. *Restaurant, carry out.* The minimum requirement for restaurants that do not provide a seating area or on-premise consumption of food is three spaces per 1,000 square feet of total floor area.
  - n. *Retail or business establishments, freestanding.* This subsection applies to individual retail or business establishments on separate parcels. The minimum number of parking spaces required will be as specified in this subsection, but in no case may be less than five spaces. Retail establishments proposing drive-up facilities must also meet the requirements of subsection (2)h of this section.
    - 1. *Building materials and sales (retail).* The minimum requirement is one space per 300 square feet of indoor sales and office area, plus one space per employee.

2. *Convenience food and beverage stores.* The minimum requirement is one space per 200 square feet of total floor area. If more than 20 percent of the total floor area or 600 square feet, whichever is less, is used for the preparation and/or sale of food or beverages in a ready-to-consume state, parking for this area will be calculated the same as a fast-food restaurant. One parking space per four pumps will be credited against the required parking, where applicable.
  3. *Small products or commodities.* This category includes stores specializing primarily in small (hand held) products, and is intended to include clothing stores; department stores; drugstores; food stores; hardware stores hobby, toy and game shops; package stores; personal services, Groups I and II, excluding barbershops, beauty shops, massage establishments massage parlors, and health clubs and spas which are listed separately, specialty retail shops Groups I, II and III, used merchandise stores, Group I; variety stores; and other similar type stores. The minimum parking requirement is one space per 250 square feet of total floor area, excluding required parking for areas within the principal building used only for dead storage and not available to the public.
  4. *Large products or commodities.* This category includes stores specializing in large products, and is intended to include auto or boat parts; household/office furnishings, Groups I and II; paint, glass and wallpaper; specialty retail stores, Group IV; used merchandise stores, Groups II and III; vehicle and equipment dealers, Group II; and other similar type establishments. The minimum parking requirement is 2.5 spaces for each 1,000 square feet of total floor area. Required parking for areas within the principal building used only for dead storage and not available to the public will be computed at the rate of one space per 1,000 square feet of dead storage.
  5. *Very large products or commodities.* This category includes establishments specializing in very large products, and is intended to include household/office furnishings, Group III; mobile home dealers; used merchandise stores, Group IV; vehicle and equipment dealers, Groups I, III, IV and V; and other similar very large products. The minimum parking requirement is one space per 700 square feet of total floor area, plus one space per 1,500 square feet of outdoor area used for sales or display.
- o. *Schools and studios, commercial.*
1. *Schools, commercial.* The minimum requirement is two spaces per 100 square feet of classroom floor area.
  2. *Studios.* The minimum requirement is one space per 300 square feet of total floor area.

(3) *Commercial/industrial uses.*

- a. *Manufacturing.* The minimum requirement is one space per employee, based upon the largest shift. If there is more than one shift, 1.5 spaces per employee must be provided based upon the largest shift. Five additional spaces must be provided for customers.
- b. *Processing and warehousing.* The parking requirement is the same as required for manufacturing.
- c. *Services not listed elsewhere.* This category is intended for those service-oriented businesses which do not normally generate customer traffic but often maintain a fleet of company vehicles. Uses include business services, Group II; cleaning and maintenance services; contractors and builders; essential service facilities service centers; non-store retailers, and repair shops, Groups II, III and IV. The minimum parking requirement is three spaces, plus parking for company vehicles and employee parking.
- d. *Terminal, freight.* The minimum requirement is one space per 2,000 square feet of total floor area, with a minimum of five spaces
- e. *Warehousing, private.* The minimum requirement is one space per 2,000 square feet of total floor area, with a minimum of five spaces.
- f. *Warehousing, public.* The minimum requirement is one space per 1,000 square feet of total floor area, with a minimum of five spaces.
- g. *Warehousing, mini-warehouses.* The minimum requirement is one space per ten storage cubicles, with a minimum of five spaces.
- h. *Wholesale establishments.* The minimum requirement is 1.25 spaces per 1,500 square feet of total floor area.

(4) *Miscellaneous uses.*

- a. *Airports, landing strips and heliports.* The required minimum number of parking spaces for these facilities will be determined by the director.
- b. *Bowling alleys.* The minimum requirement is six spaces for each lane, plus additional spaces for ancillary uses (see subsection (5) of this section).
- c. *Clubs; fraternal or membership organizations.* See *Meeting halls.*
- d. *Day care centers.* The minimum requirement is two spaces per employee in addition to adequate and safe provisions for loading and unloading of clients.
- e. *Educational institutions, including public, private and parochial.*
  - 1. *Public schools.* Parking must be provided in compliance with state law.
  - 2. *Private or parochial schools.*

- (i) *Elementary and middle schools.* The minimum requirement is one space per employee plus one space for every 40 students.
- (ii) *High schools.* The minimum requirement is one space per employee plus one space for every ten students.
- (iii) *Colleges, universities and trade and vocational institutions.* The minimum requirement is one space per employee plus sufficient space for student parking as the director deems necessary.

Where public use of an auditorium or other place of assembly within a school is likely, an additional one space for every six seats must be provided.

- f. *Essential service facilities.* The minimum requirement is one space per employee on the largest shift.
- g. *Golf courses.* Six spaces per hole (see subsection (5) of this section). However, where restaurants are made an integral part of the golf course facility, additional parking for the restaurant will be required in accordance with subsection (2)m.1 of this section to the extent that the parking requirement for the restaurant exceeds the parking requirement for the golf course.
- h. *Hospitals (health care facilities, Group IV).* The minimum requirement is one space per bed, excluding bassinets and gurneys, plus one space per employee on the largest shift.
- i. *Marinas and other water-oriented uses.*
  - 1. *Boat slips:* Two spaces per three slips.
  - 2. *Boat ramps:* For each boat ramp, ten parking spaces with dimensions of ten feet wide by 40 feet long to accommodate a vehicle and boat trailer.
  - 3. *Dry storage:* One space per four unit stalls.
  - 4. *Charter or party fishing boat services:* One space per three people based on maximum passenger capacity of the boats using the dock or loading facility.
  - 5. *Local cruise ships:* One space per two people based on the maximum passenger and crew capacity of the ship. Local cruise ships are ships that usually leave port and return in less than 24 hours and that usually provide at least one meal, gambling or other entertainment for customers.
  - 6. *Other uses:* Other uses including accessory or ancillary marina uses such as restaurants, bars or lounges, boat sales, etc., must be calculated separately in compliance with this division.
- j. *Meeting halls and other places for group assembly not otherwise listed.* The minimum requirement is one space per 100 square feet of floor area (for facilities with fixed seats, refer to *Recreation facilities, indoor*).

- k. *Miniature golf.* The minimum requirement is two spaces per hole for the first nine holes, plus one space per hole for each hole in excess of nine holes.
- l. *Museums, art galleries, libraries and other similar uses not covered elsewhere.* The minimum requirement is three parking spaces per 1,000 square feet of total floor area.
- m. *Places of worship and religious facilities.* Refer to division 27 of this article
- n. *Recreation facilities, indoor.*
  - 1. Gymnasiums, health clubs and similar type recreational establishments wherein large floor areas are required to accommodate equipment for individual users. Four parking spaces per 1,000 square feet of total floor area.
  - 2. All other indoor recreational facilities not specifically listed: One parking space per 100 square feet of total floor area.
- o. *Recreation facilities, outdoor, commercial.* To be determined by the director if the use is not listed in this section.
- p. *Tennis courts, commercial.* The minimum requirement is two spaces per court plus one space per three spectator seats. (See subsection (7) of this section).
- q. *Theaters, auditoriums, skating rinks, stadiums, arenas and other similar places of public assembly not covered elsewhere.* The minimum requirement is one parking space per three seats plus one space per employee. (See subsection (7) of this section). If the facility also contains uses such as restaurants (excluding concession stands), bars or lounges, or other retail facilities, parking for these uses must be calculated separately.
- r. *Flea markets.*
  - 1. Indoor: The minimum requirement is one space per 100 square feet of total floor area.
  - 2. Other: The minimum requirement is five spaces per rental space or booth.
- s. *Carnivals, fairs and amusement attractions and devices.*
  - 1. The minimum requirement is ten parking spaces provided for each amusement device.
  - 2. If the uses are located in an existing parking lot, the parking lot must have enough spaces to comply with the minimum requirements for both the principal use and the carnival, fair or amusement attraction or device. Prior to obtaining a temporary use permit (see division 37 of this article) for the temporary use of a parking lot for a carnival, fair or amusement attraction or device, the applicant must submit a site plan showing there will be no net

- loss or reduction in the number of parking spaces required for any existing principal use that relies on the parking lot.
3. The uses may not be located in an existing parking lot that is already nonconforming as to the number of spaces needed for the existing uses.
  - t. *Community gardens.* Off-street parking is not required for gardens on property less than 20,000 square feet in lot area. A low turn-over parking area must be provided for gardens over 20,000 square feet in lot area. Parking areas must be maintained as a grass area or in a dustfree manner.
- (5) *Combined uses.* The number of parking spaces required for combined uses is the total of the spaces required for each separate use established by this schedule, except as provided in section 4-1730 and as follows:
- a. Multiple-occupancy complexes. This subsection applies to shopping centers and other complexes where two or more different uses are located and which all share a common parking area. Specifically excluded from this subsection are:
    1. Theaters located outside of shopping centers or in shopping centers smaller than 100,000 square feet;
    2. Bowling alleys; and
    3. Bars and cocktail lounges and restaurants located outside of shopping centers or in shopping centers smaller than 50,000 square feet.
  - b. Minimum requirements are as follows:
    1. Total floor area of 25,000 square feet or less: Four spaces per 1,000 square feet (or major fraction thereof) of total floor area.
    2. Total floor area of 25,000 square feet but less than 600,000 square feet: 4.5 spaces per 1,000 square feet (or major fraction thereof) of total floor area.
    3. Total floor area of 600,000 square feet or more: Five spaces per 1,000 square feet (or major fraction thereof) of total floor area.
- (6) *Uses not specifically listed.* Parking for uses not specifically mentioned in this chapter must be the same as uses most similar to the one sought, it being the intent to require all uses to provide off-street parking.
- (7) *Bench and pew seating.* In stadiums, sports arenas, churches and other places of public, 24 inches of seating facilities will be counted as one seat for the purpose of computing off-street parking requirements. See division 27 of this article.

(Ord. No. 11-02, § 3(4-2020), 1-19-2011; Ord. No. 12-13, § 1(4-2020), 8-15-2012; Ord. No. 12-17, § 1(4-2020), 12-19-2012)

**Sec. 4-1735**

Opportunities for reduction of parking requirements shall be reviewed through a parking needs analysis. A developer may request a parking needs analysis parking during the local development order and/or building permit process by using the following method:

a. Submittal requirements

1. Preapplication Meeting. A property or business owner who wishes to have a parking needs analysis approved must schedule a preapplication meeting to determine specific application requirements and an acceptable methodology.
2. Contents. A parking needs analysis shall include one or more of the following:
  - a. If the Institute of Transportation Engineers (ITE) Reference Manual entitled Parking Generation allows a lesser number of parking spaces for the proposed use or a use of similar characteristics, then the number of parking spaces required for a development may be reduced.
  - b. Estimates of parking requirements based on recommendations in studies such as those from the Urban Land Institute (ULI), the Institute of Traffic Engineers (ITE), or the Traffic Institute, or industry standards based on data collected from geographic areas and uses or combinations of uses which are the same or comparable to the proposed area and use.
  - c. An operational procedure which indicates that the full parking requirement is not needed, and a guarantee of continuity of such procedure.
  - d. Actual parking counts for the building or site which indicate that the full number of parking spaces are not required due to parking peak demands occurring at different times. Such counts must be taken during the peak hours of the peak season.
3. Statement of remedies. Any parking needs analysis shall include a statement of the remedies which will be available if it is determined that the full number of parking spaces as required by this section is needed. The remedy shall demonstrate that it can be implemented within a 60-day period.
4. Preparation. If for any reason a traffic impact statement is required, the parking needs analysis shall be prepared by the registered professional engineer who prepared the traffic impact statement. If a traffic impact statement is not required, the parking needs analysis may be prepared by the owner or petitioner. The parking needs analysis shall be conducted according to the methodology agreed upon at the preapplication meeting and shall include all documentation agreed upon at the preapplication meeting.

c. If the number of spaces approved by the parking needs analysis is found to be insufficient, the city manager or designee shall notify the property owner by certified mail that remedies must be implemented within 60 days. The city manager or designee shall make a determination of insufficient parking by one of the following methods:

- (1) Monitoring of the parking;

(2) Increased parking in the right-of-way caused by insufficient parking on site for that property; or

(3) Verified complaints of parking on neighboring properties.

**Secs. ~~4-17365~~ —4-1761. Reserved.**

**REQUESTED MOTION:** Approve the updated Public-Private Operating Agreement with Everglades Wonder Gardens.

**REQUESTOR:** Derek Rooney, City Attorney

**AGENDA:** City Attorney

**STRATEGIC PRIORITY:** #8 Economic Development

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**BACKGROUND:** On January 3, 2018, the City entered into an Operating Agreement with Bonita Wonder Gardens, Inc. (BWG), a non-profit corporation with whom the City has partnered since at least 2015 in the acquisition and operation of the Everglades Wonder Gardens botanical garden and zoo.

In the interest of clarifying the terms of the partnership and operational relationships of the City and Bonita Wonder Gardens, the parties have worked over the past few months to prepare a new Public-Private Operating Agreement.

The revised Public-Private Operating Agreement simplifies the terms of the relationship with the City as the property owner focusing on the capital elements of the Gardens and with BWG as a licensee/manger concentrating on developing and operating the facilities for the benefit of the public.

**STAFF RECOMMENDATION:** Approve the Operating Agreement.

**ATTACHMENTS:**

1. Public-Private Operating Agreement
  2. Prior Operating Agreement
- 

**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

## EVERGLADES WONDER GARDENS

### PUBLIC-PRIVATE OPERATING AGREEMENT

This **Public-Private Operating Agreement** (“**Agreement**”) is entered into by and between the City of Bonita Springs, a municipal corporation of the State of Florida (“**City**”) and Bonita Wonder Gardens, Inc., DBA Everglades Wonder Gardens, a nonprofit corporation under the laws of Florida (“**Operator**”), (collectively referred to as “the Parties” and each a “Party”) with an “Effective Date” as of the last date of signature below.

#### RECITALS

WHEREAS, the Everglades Wonder Gardens (the “**Gardens**”) is a zoological park and botanical garden serving as a historic roadside attraction since 1936 for visitors to enjoy nature and see Florida's wildlife close-up; and,

WHEREAS, in April 2015, the non-profit Bonita Wonder Gardens purchased the historic attraction to save it from potential commercial development, taking possession of the real property and operation from the original owners and acquiring the business name; and,

WHEREAS, in January 2018, the City took title to the land and improvements thereon constituting the Gardens, pursuant to a certain Operating Agreement entered into between the City and Operator and dated January 3<sup>rd</sup>, 2018; and,

WHEREAS, since January 2018, under public-private partnership, the private-entity Operator has continued to operate, maintain, and improve the Gardens using their own finances for the benefit of the City and the general public; and,

WHEREAS, today the Operator is central to the Bonita Springs economy, manages a \$1.5 million annual budget, attracts more than 79,000 guests annually, holds 1,100 active local member supporters, has garnished financial supporters to improve the guest experience and assets, has created a unique brand, and continues to break records of performance indicators such as number of guests; and,

WHEREAS, the Operator has built valuable partnerships across Southwest Florida including foundations, Bonita Springs neighborhoods, area schools, Lee and Collier school districts, and Florida Gulf Coast University, and offers an array of programming for visitors of all ages, as well as university courses taught onsite; and,

WHEREAS, the Parties desire that Operator continue to operate the Gardens, and the Parties wish to make this Agreement in order to update and modify the terms of operation.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

## TERMS

### I. Grant of License; Services; Term.

a. License. City hereby grants to Operator an exclusive license during the term of this Agreement to operate the Gardens and provide the Services (as defined below) at the Gardens, in accordance with the terms of this Agreement. So long as this License remains in full force and effect, City shall not authorize or permit any other person or entity, and shall not on its own behalf, unless as otherwise specified herein in this Agreement, provide the Services at the Gardens.

b. Services. City grants to Operator the sole and exclusive right to operate, maintain, and conduct the normal business activities of a zoo and botanical gardens, along with all ancillary and related services, duties, responsibilities, and obligations thereto (the “**Services**”) at the Gardens, for the benefit of the Gardens, the City, and the public. Such Services include, without limitation:

- i. Maintain and keep in good condition the grounds, facilities, equipment, and chattels of the Gardens, including, without limitation, all facilities, parking lots, equipment, capital improvements, cages, fences, landscaping, signage, concessions, and all similar property;
- ii. Provide care, treatment, and quality of life for all plants and animals housed at the Gardens;
- iii. Provide educational and recreational experiences, programs, and events for guests and school groups;
- iv. Operate and oversee all ticket sale and admissions activities into the Gardens;
- v. Operate and oversee all concessions, food and beverage, souvenirs, and related activities at the Gardens.

c. Quality of Service. All Services shall be performed in a first class and professional manner, exhibiting the highest degree of quality and in conformance with industry standards. The Gardens shall be open to the public at hours and days generally comparable to operations in similarly developed facilities in other Florida cities.

d. Term. The term of this Agreement shall commence on the Effective Date and shall continue indefinitely, unless or until either Party elects to terminate this Agreement in accordance with the terms herein.

### II. Ownership of Property; Acceptance of Donations

a. Title to Real Property. Title to all real property comprising the Gardens, including any non-removable facilities, structures, fixtures, and non-removable improvements situated on the real property, shall without limitation be deemed as property of the City.

b. Plants and Animals. Plants and trees in the ground shall be the property of the City. Understanding that all animals at the Gardens require federal and state license and permitting, that the majority of the animals were acquired by the Operator via non-

transferable rescue and rehabilitated wildlife adoption agreements, and that the Operator must abide by federal and state law, legal ownership and permitting of animals will remain as-is with the Operator and additional contracted license holders that currently own the animals as outlined in the acquisition and curatorial records.

c. Equipment and Other Property. Ownership of all equipment, inventory, and other property at the Gardens, shall be vested with the City, except for any structures or cages, signs, furniture, artwork, décor, and personal items not affixed to any real property or non-removable structures, which have been acquired by the Operator.

d. Intellectual Property. Understanding the proprietary nature of trademark and brand, and how it is essential to the operational, retail and fundraising capacity of the charitable organization Operator, ownership of the name “Everglades Wonder Gardens” and all related trademarks, trade names, copyrights, symbols, pictures, logos, and insignias (“**Intellectual Property**”) shall remain with the Operator.

e. Donations. Operator shall have the right to solicit and accept donations on behalf of and for the benefit of the Gardens; provided that, any donations conditioned upon a naming rights or any condition that would conflict with this Agreement shall require the express approval of the City prior to acceptance of the donation.

### III. Funding

a. Daily Operations. The day to day operations, maintenance, and customary business of the Gardens shall be funded through the proceeds of admission ticket sales, concessions, souvenir sales, donations, memberships, events, rentals, and all other normal business activities taking place at the Gardens. Operator shall be responsible for collection of all such proceeds from said operations. Operator shall have discretion to set prices for admission tickets, concessions, souvenirs, memberships, and all other attractions, so long as such rates are reasonable in comparison to the quality or service and attractions provided to the public, in Operator’s sole opinion.

b. City Allocation. The City, at its sole discretion, may allocate funds from its general budget to the Gardens for the purpose of funding capital improvements, special events, facility upgrades, and whatever other uses the City deems necessary and proper for the benefit of the Gardens. The Operator shall coordinate with the City any requests for event participation or the funding of improvements at the Gardens.

### IV. Maintenance

a. Maintenance. Operator shall be responsible for the maintenance of the Gardens and its facilities, structures, grounds, equipment, landscaping, and other property. Such maintenance shall include, without limitation, daily janitorial and cleaning services, customary repairs for normal wear and tear, the costs of utilities and electric to service the Gardens.

b. Capital Improvements and Design. Operator shall be responsible for all capital improvements for the benefit of the Gardens, including, without limitation, all repair or replacement of roofs, HVAC systems, lighting and electrical, plumbing, irrigation, structural improvements, flooring, sidewalks, fences, cages, and other physical elements of the Gardens property. Any improvements which are estimated to exceed the applicable thresholds of Section 255.20, Florida Statutes, must be secured according to the City's procurement policies. Operator shall similarly follow the City's procurement policies with respect to the acquisition of any applicable consulting services pursuant to Section 287.055, Florida Statutes.

c. Assurances. Operator represents and warrants that all maintenance, repair, and replacement work required by this Agreement shall be performed by licensed and bonded contractors who shall perform the work in a professional and workmanlike manner in conformance with industry standards. Operator represents and warrants that no such work will commence without obtaining all required permits and issuing all required notices prior to commencement. Operator shall not allow any liens or encumbrances to be placed upon the Gardens property. In the event any lien or encumbrance is recorded against the Gardens property, Operator agrees to remove the lien or encumbrance immediately by bonding until such dispute over the amounts underlying the lien or encumbrance are resolved.

d. Security. At all times, Operator shall be responsible for the security of the Gardens, including, without limitation, all structures, facilities, equipment, plants, animals, and other property thereon.

V. Insurance and Indemnification

a. Property Insurance. At their sole discretion, the City will maintain property insurance either through a policy of self-insurance, by inclusion on their existing property insurance policy, or by obtaining a separate policy of insurance, providing coverage on the three structures on the premises know as:

- i. 27180 Old 41 RD MAIN BUILDING-GIFT SHOP
- ii. 27120 Old 41 RD RESTAURANT BUILDING
- iii. 27100 Old 41 RD SINGLE FAMILY RESIDENCE

Any other structure (pole barn, shed, cage or similar structure) shall be insured at the expense of Operator as applicable, and will not be insured by the City, nor shall the City be responsible in any way for the cost to repair or replace these other structures. Further, City shall not be responsible for any repair or replacement of business or personal property for vendors, occupants, or third-party tenants who are permitted to use and occupy the Gardens property by the Operator.

b. Liability Insurance. Operator shall obtain and maintain in full force throughout the term of this agreement commercial general liability insurance in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Operator shall name the City of Bonita Springs as an additional insured including products and completed operations

and the policy shall contain no exclusions for injury or damage caused by “animals, insects, vermin, or reptiles.”

c. Indemnification. Operator shall indemnify and hold harmless the City from all suits, claims, actions, demands, judgments, fines, penalties, costs, and similar damages and actions brought against the City by any party or parties as a result of any action or omission by Operator, its employees, directors, officers, representatives, or agents. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its owners, principals, directors, officers, employees, agents, representatives, and assigns. Nothing contained herein shall constitute a waiver by a party of its sovereign immunity or the provisions of Florida Statutes §768.28. Further, nothing herein shall be construed as consent by the City of Bonita Springs, a Florida governmental entity, to be sued by third parties in any manner arising out of this Agreement.

#### VI. Employees and Management

a. Operator Responsibility. Operator shall be responsible for the hiring, retention, training, management, oversight, and conduct of its agents, representatives, officers, and employees. Operator shall maintain and conduct all safety requirements and training for employees, as well as maintaining adequate workers’ compensation insurance. Operator shall be responsible for performing any background checks and assuring the qualifications of each employee to effectively perform their duties at the Gardens. City reserves the right to address concerns with the private-entity Operator’s Board of Directors, regarding any employee of the Gardens for gross negligence, misconduct, or unfitness for specific employment.

b. Salary and Benefits. Garden employees shall look exclusively to Operator for payment and satisfaction of any salary, wages, bonuses, commissions, or benefits. Employees of the Gardens shall not be deemed employees of the City and shall not be entitled to receive any benefits or privileges offered to City employees.

c. Nondiscrimination. Operator shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Operator and its employees shall not discriminate because of race, religion, color, age, ancestry, sex, or national origin against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall Operator or its employees publicize the facilities provided under this Agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, age, ancestry, sex, or national origin.

#### VII. Oversight and Actions Requiring City Approval

a. Oversight. The City shall have the right to conduct regular reviews of the Garden’s facilities upon twenty-four (24) hours prior notice to the President of the Gardens. Such reviews shall include the right to physically inspect the Gardens, its facilities, structures, and equipment, to ensure compliance with this Agreement. Operator shall provide access

to the Garden's reports within a reasonable time period and upon written request from the City. The City has the right to appoint an ex officio non-voting member to Operator's Board of Directors.

b. Actions Requiring City Approval. Notwithstanding any terms to the contrary within this Agreement, Operator shall be required to obtain the express, written consent of the City prior to taking any of the following actions regarding operation of the Gardens:

- i. Entering into any lease or sublease with a third party for use and occupancy of real property at the Gardens except for the normal rental of facilities for weddings, parties, and other events or educational classes;
- ii. Assignment of any duties, responsibilities, or obligations arising under this Agreement to a third-party contractor or vendor;
- iii. Structural changes to any permanent buildings at the Gardens totaling over \$10,000;
- iv. Hosting, facilitating, or catering to any special events outside of the normal event and rental business activities of the Gardens (see subsection VII-i. above);
- v. Taking on any indebtedness for the benefit of the Gardens which would require a mortgage on the real property;
- vi. Entering into any agreement whereby any Garden's real property is used as collateral to secure payment or performance of the agreement.

c. Consent Withheld. Consent for any of the above actions may be withheld by the City for any reason and at its sole discretion. City may condition the approval of any such actions upon any terms, conditions, and contingencies that the City deems necessary and proper.

#### VIII. Default and Termination

a. Default. Should either Party commit a material breach of this Agreement, the non-breaching Party shall send written notice to the breaching Party which outlines the conduct causing such breach and allows thirty (30) days to cure such breach. Should the breaching Party fail or refuse to cure such conduct causing the breach within the thirty (30) day period, the breaching Party shall be considered in default of this Agreement.

b. Remedies. In the event a Party defaults under this Agreement, the non-breaching Party may elect to terminate this Agreement and pursue any available remedies at law or in equity. In the event the Agreement is terminated, Operator shall continue to operate the Gardens for one hundred eighty (180) days following the effective date of termination to allow the Operator to relocate to a new location and for the City to transition the Gardens to a new operator.

#### IX. Rights of First Refusal

a. During the term of this Agreement, Operator shall have an irrevocable first right of refusal to purchase or lease the Gardens premises, or any portion thereof, upon the same

terms and conditions that City may receive and desire to accept in a bona fide offer from an Unrelated Third Party to purchase or lease (as defined below). An “Unrelated Third Party” shall mean a person or entity that does not own, control, or manage, is not owned, controlled, or managed by, and is not under common ownership, control, or management with, City or Operator or any manager, member, director, partner or shareholder of City or Operator, either directly or indirectly.

- b. Should the City desire to accept a bona fide offer from an Unrelated Third Party, notice of such offer shall be provided to the Operator and identify the terms and conditions of the purchase or lease along with a certification that the offer is from a Unrelated Third Party. Upon receipt of the offer, Operator shall have sixty (60) days to present the City with a counteroffer. Notwithstanding the Operator’s Right of First Refusal and any counter-offer, Operator shall provide the City with a certification that the third party proposer is an Unrelated Third Party at the conclusion of the aforementioned response period. It is expressly understood by the Parties that the City is under no obligation to accept and Operator is under no obligation to provide a counter-offer to any bona fide offer to purchase or lease the Gardens premises or any portion thereof. However, in the event that, for whatever reason, the lease or sale to the third party is not consummated in material accordance with the terms and conditions in the City’s Right of First Refusal notice as aforesaid, Operator’s right of first refusal shall remain in full force and effect with respect to any subsequent offers received from an Unrelated Third Party. In the event that the consideration to be paid by the Unrelated Third Party is reduced to an amount that is less than ninety-five percent (95%) of the consideration previously stated in the City’s Right of First Refusal notice previously received by the Operator, then in such case, City shall be required to deliver to Operator a revised City’s Right of First Refusal notice (which shall be subject to the same exercise procedures as the previous City’s Right of First Refusal notice) before selling or leasing the City’s interest to an Unrelated Third Party. In the event the sale or lease to an Unrelated Third Party is consummated in accordance with the terms and conditions of the third party offer, City’s Right of First Refusal shall automatically terminate and be of no further force and effect.
- c. This Right of First Refusal is granted by City to the Operator originally named in this Agreement and to no other, and is personal as to such entity and shall not be exercised or assigned, voluntarily or involuntarily, by or to anyone or any other entity. Any assignment of this Right of First Refusal without City’s prior written consent shall be null and void. City’s consent to an assignment of this Agreement shall not also constitute consent to assignment of the Right of First Refusal unless the Right of First Refusal is expressly included in the City’s consent.
- d. Notwithstanding the foregoing, in the event of the sale of the Gardens by the City to Operator, the consideration to be paid by the Operator to the City for the sale of the Gardens must provide a mechanism for a credit of the Operator’s Interest (as defined below) against the purchase price. Operator’s Interest shall mean the value of all (plants, animals, equipment, inventory, intellectual property, outstanding debt, etc.) and shall be deemed to be the fair market value, except for debt, as determined by a third

party valuator with real estate subject matter expertise selected by City and Operator. Nothing herein shall require the Operator to sell, assign, transfer or lease its Operator's Interest to any Unrelated Third Party purchasing the Gardens. In the event Operator decides to sell, assign, transfer or lease its Operator's Interest to an Unrelated Third Party acquiring the Gardens it shall be through a separate agreement without the need for separate valuation or consideration by the City.

X. Miscellaneous

a. To the extent the Operator is deemed an agent or contractor of the City pursuant to Section 119.0701, Florida Statutes, Operator shall preserve and provide public records to the City as required.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Debbie Filipek, City Clerk, (239) 949-6262, [debbie.filipek@cityofbonitasprings.org](mailto:debbie.filipek@cityofbonitasprings.org), 9101 Bonita Beach Road, Bonita Spring, FL 34135.

b. Modification. This Agreement may only be modified by written instrument signed by both Parties.

c. Assignment. Operator may not assign this Agreement, or any rights, privileges, or duties hereunder, without the written consent of the City.

d. Jurisdiction and Enforcement. This Agreement shall be governed by the laws of the state of Florida. For any action brought to enforce or interpret this Agreement, jurisdiction shall lie exclusively in Lee County, Florida. For any such action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

e. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this agreement below on June [day], 2021.

ATTEST:

CITY OF BONITA SPRINGS, FLORIDA  
CITY COUNCIL

By: \_\_\_\_\_  
Debbie Filipek, City Clerk

By: \_\_\_\_\_  
Rick Steinmeyer, Mayor

Approved as to form:

By: \_\_\_\_\_  
Derek Rooney, City Attorney

Bonita Wonder Gardens, Inc., a Florida  
nonprofit corporation,

By: \_\_\_\_\_  
David Webb, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing development agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by David Webb, President of Bonita Wonder Gardens, Inc., a Florida nonprofit corporation, who is [ ] personally known to me or has produced \_\_\_\_\_ as identification.

Notary

(SEAL)  
4838-9775-3825, v. 1

**“Wonder Gardens”  
Operating Agreement**

**This Operating Agreement** dated this 3<sup>rd</sup> day of January, 2018 is to replace the Funding Participation Agreement dated March 18, 2015, between the City of Bonita Springs, a municipal corporation of the State of Florida (“City”) and Bonita Wonder Gardens, Inc., a nonprofit corporation under the laws of Florida (“BWG”), (collectively referred to as “the Parties”). In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

**RECITALS**

Whereas, the Everglades Wonder Gardens is a botanical garden serving as an historic roadside attraction since 1936 for visitors to enjoy nature and see Florida’s wildlife close-up; and

Whereas, in 2015, the Bonita Springs City Council assisted BWG by providing a bridge loan with a short period mortgage for the purchase of the Wonder Gardens to continue its existence as a botanical and zoological attraction, with related facilities and certain furnishings and fixtures for them (“botanical garden”), for the benefit of the public; and

Whereas, BWG was not able to continue the payments on the short term loan, but desires to continue the operation of the botanical garden with the property under City ownership, and each party desires for the property to continue its use as an anchor in the historic downtown Bonita Springs area; and

Whereas, the BWG’s Board of Directors created the Bonita Wonder Gardens, Inc., as a not-for-profit charity with a goal of acquiring this unique property for the purpose of operating and preserving this landmark (gardens, animals, buildings and artifacts of Everglades Wonder Gardens) and share its botanical beauty with the community through education, interaction and entertainment for generations to come; and

Whereas, BWG agrees for this operating agreement to replace the March 18, 2015 funding participation agreement, with changes marked by strikethroughs of deleted language and underlining additions.

**WITNESSETH:**

**1. *Property Acquisition.***

- (a) BWG will provide the City with a deed in lieu of foreclosure by the 15<sup>th</sup> day of January, 2018.

**BSC-18-01-004**

- (b) Upon recording of the deed transferring the property to the City, the City will simultaneously record a release of the mortgage and promissory note.

2. **Payment.**

**Payment.** BWG will pay the City an annual amount of \$1.00 in consideration of use of the property for operation of the Wonder Gardens. This amount may be modified by the parties, provided the City Council gives six months' notice of the increase.

3. **Restrictive Covenants.** The parties agree to protect the use as a botanical garden by placing the following restrictive covenants on the property which will inure to the benefit of the City of Bonita Springs, for the public:

- a. With exception to the existing commercial structure (former restaurant), the property is to be used primarily as a botanical garden, zoological park, aquarium, museum and/or roadside attraction, with associated uses to operate a botanical garden and/or roadside attraction, such as restaurant, gift shop, art gallery, education center, adult and children programming, related special events, etc. This restrictive covenant will survive any termination of this Agreement, unless modified by City Council.
- b. City Council's consent will be needed for any major changes to the facility, including but not limited to, any disposal or transfer of assets valued at greater than \$10,000.00.
- c. The parties agree that the parking area is to be shared and used jointly by BWG and City, including but not limited to use by any commercial tenants on the premises and for coordination of parking for city hosted special events, as defined in the special events ordinance.
- d. The parties agree that Historic Designation restrictions may be placed on the property in accordance with local, state and federal laws, with the cooperation and consent of BWG.
- e. A zoning overlay that prohibits any residential development on the property, with exception to the existing caretaker cottage.

4. **Business Plan:** BWG shall annually complete and submit to city a business plan providing for the development and use of the facility as described in Exhibit A. No approval of the business plan is required by City Council, however, City staff may review and provide input to the BWG.

5. **Board of Directors.** So as not to create a conflict internally for the City, BWG may create and operate its Board of Directors as it deems appropriate.

6. **Development.** During the term of this agreement, BWG shall manage the facility for the benefit of the public in accordance with the terms set forth in this operating agreement. Any physical changes to the facilities will require City Council review and consent, which may not be unreasonably withheld.

7. ***Expenditure of Funds by BWG.*** All money derived through the efforts of BWG, whether through fund-raising activities, membership fees, or otherwise, shall be spent by BWG as it deems will be most productive in attaining the goals of BWG and City in relation to the facility. BWG shall require appropriate insurance, performance bonds, and labor and material bonds for all contractors who work on the facility. All appropriate contracted work shall be permitted in accordingly through the Department of Community Development. It is understood by the Parties that acquisition of the Everglades Wonder Gardens included the Acquisition or Dissolution of any corporations which have David Piper, Trustee or Dawn Piper or Lester Piper as officers or agents. All property located in Bonita Springs that is associated with Everglades Wonder Gardens shall be transferred to the City of Bonita Springs pursuant to the following terms:

- a. Upon approval of this Operating Agreement, no new leases or modification to the Leases for Restaurant or Caretaker Facility may be made by BWG unless approved by City Council. All existing obligations by BWG for right of first refusal for the Restaurant to cater events for BWG shall remain.
- b. Assignment to City of Bonita Springs of Leases for Restaurant and Caretaker Facility shall occur by: January 15, 2018.
- c. BWG will provide documentation to the City that all Notices of Commencement have been satisfied or have expired by: January 10, 2018. Other than to prevent waste to the facility or unless approved by City Council, no new contracts shall be entered into by BWG that affect improvements to the facility or would require liens on the property of any kind.
- d. As specified in section 1(a), BWG will provide a deed to the City in recordable form by: January 15, 2018 for the real property.
- e. Any permits required for operation of the facility, including wildlife and environmental, will be transferred to the City of Bonita Springs or alternatively, obtain the consent as owner where applicable.
- f. Transfer of any personal property or effects of the Wonder Gardens will be transferred to the City. These shall include any personal property and appurtenances that were part of the original sale and acquisition of the Everglades Wonder Gardens, including the Acquisition or Dissolution of any corporations which have David Piper, Trustee or Dawn Piper or Lester Piper as officers or agents, all animals, artifacts, horticulture, relics, and museum pieces. The transfer shall exclude any

property purchased by BWG subsequent to the acquisition, unless that property is affixed to the ground (cages, fences, structures, etc.).

- g. Upon meeting these terms and recordation of the deed with the Lee County Clerk of the Circuit Court, the City will rescind the mortgage between the parties and file a Release and Satisfaction of Mortgage.

8. **Fees & Prices.** The kind, duration, and type of fees and prices for activities or merchandise on the facility property shall be determined by BWG as it deems fit and as necessary.

- a. BWG shall determine the sufficiency for any fees and prices for events held on facility property. The City will not set or establish restrictions as to costs for the events or fees. Nothing in this agreement shall be construed as a tariff or franchise of the City for the operation of the facility.
- b. BWG will have sole responsibility for any taxes owed on the facility as a result of any fees or sales of merchandise. These taxes include, but are not limited to, Florida sales tax if required by state law, intangible taxes, income taxes and ad valorem taxes, if applicable.
- c. Certain events may require additional permitting in accordance with city ordinances, such as special events as defined in Bonita Springs Ordinance. City and BWG will institute a Master Special Event approval process to allow certain routine events to occur without need for obtaining any additional City approval. Any special events above and beyond the parameters of the Master Special Event criteria will require city approval at least thirty (30) days prior to the event.

9. **Quality of Service.** Quality of service and displays will be commensurate with the fees charged and comparable to similarly developed facilities in other cities. BWG shall keep the facility open to the public at hours and days generally comparable to operations in similarly developed facilities in other cities. BWG shall keep the botanical garden open to the public at reasonable hours and days as funding and the interest of the public justifies.

10. **Maintenance and Utilities.** The parties agree that except where stated otherwise in this Operating Agreement, BWG will be responsible for the following:

- a. Maintenance of the premises. This entails daily grounds keeping of the facilities.
- b. Capital improvements to the facilities, including, but not limited to, replacements of the facilities due to ordinary and normal usage, as well as resulting from emergencies. Examples of capital improvements include the roof, HVAC / mechanical, structures, but will also include signage, sidewalks, flooring, animal cages and / or compounds and any

other physical element considered part of the property and the operations.

- c. Cost of utilities and janitorial services.
- d. Cleaning up the facility after activities of BWG on facility property.

11. **Agreement / Concession Privileges.** BWG, with the requisite approval of City, has authority to enter into concessions, or any other agreement or license ("Agreement"), provided however, that any agreement will allow for the termination of such agreement transferred to the City of Bonita Springs in the event this Operating Agreement terminates.

12. **Security.** BWG shall be responsible for security at all times.

13. **Agent of City.** City designates the City Manager as the representative of city in carrying out the objectives set forth in this Operating Agreement.

14. **Property Damage Insurance.** The following provisions relating to insuring the Property are a part of this Agreement:

At their sole discretion, the City will maintain property insurance either through a policy of self-insurance, by inclusion on their existing property insurance policy, or by obtaining a separate policy of insurance, providing coverage on the three structures on the premises know as:

27180 Old 41 RD	MAIN BUILDING-GIFT SHOP
27120 Old 41 Rd	RESTAURANT BUILDING
27100 Old 41 RD	SINGLE FAMILY RESIDENCE

Any other structure (pole barn, shed, cage or similar structure shall be insured at the discretion and expense of the BWG and will not be insured by the City nor shall the City be responsible in any way for the cost to repair or replace these other structures. Any business personal property of any tenant including any inventory, interior improvements and betterments, fixtures and equipment acquired or installed, contents, plant life, animals or any other property owned by the tenant is the responsibility of any tenant.

## LIABILITY INSURANCE

### For the Tenant, Bonita Wonder Gardens:

BWG shall obtain and maintain in full force throughout the term of this agreement commercial general liability insurance in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The tenant shall name the City of Bonita Springs as an additional insured including products and completed operations and the policy shall contain no exclusions for injury or damage caused by "animals, insects, vermin, or reptiles".

Coverage shall also be afforded for "host liquor liability" and if the tenant is deemed to be a "vendor" of alcoholic beverages by virtue of a license currently held or obtained in the future, or if any event held on the premises gives rise to the tenant being considered a "vendor" of alcoholic beverages, then the tenant shall purchase and maintain a policy covering liquor liability and name the City as an additional insured on such policy.

The Lessee shall maintain workers' compensation insurance covering any employee whether part time, full time or casual in nature in an amount equal to the Florida Statutory Limit and Employers' Liability Limit of \$500,000. If the owner (s) and or officers are not permitted by statute to an exemption, they shall also be covered as any other employee.

The tenant shall provide the City a certificate of insurance that documents the tenant's compliance with these insurance requirements upon demand and annually thereafter. At the City's request, the tenant shall provide a full copy of such policy(s) of insurance to the City. If the tenant fails to obtain or maintain the required insurance, the City shall purchase such insurance and the tenant will pay the city upon demand the cost incurred by the City to purchase insurance on behalf of the tenant.

The insurance required by this Section shall be provided by reputable insurance companies with claims paying abilities determined, in the reasonable opinion of the risk manager or an independent insurance consultant, to be adequate for the purposes hereof.

For the Restaurant Operator / Tenant

Upon assignment of the lease, the restaurant operator shall obtain and maintain in full force throughout the term of their lease commercial general liability insurance in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The tenant shall name the City of Bonita Springs as an additional insured including products and completed operations.

The tenant shall purchase and maintain a policy providing coverage for liquor liability and name the City as an additional insured on such policy.

The Lessee shall maintain workers' compensation insurance covering any employee whether part time, full time or casual in nature in an amount equal to the Florida Statutory Limit and Employers' Liability Limit of \$500,000. If the owner (s) and or officers are not permitted by statute to an exemption, they shall also be covered as any other employee.

The tenant shall provide the City a certificate of insurance that documents the tenant's compliance with these insurance requirements upon demand and annually thereafter. At the City's request, the tenant shall provide a full copy of such policy(s) of insurance to the City. If the tenant fails to obtain or maintain the required insurance, the City shall purchase such insurance and the tenant will pay

the city upon demand the cost incurred by the City to purchase insurance on behalf of the tenant.

The insurance required by this Section shall be provided by reputable insurance companies with claims paying abilities determined, in the reasonable opinion of the risk manager or an independent insurance consultant, to be adequate for the purposes hereof.

15. **Term.** This Operating Agreement is for an indefinite term. Should either party desire to terminate the Operating Agreement, it is the responsibility of the terminating party to give at least six months' notice to the non-terminating party. In the event of termination, the parties agree to establish a Separation Plan in conformance with paragraph 17, Effect of Termination of Operating Agreement. If terminated, the obligations which specifically require continuation following the conclusion of the Operating Agreement will continue to be effective and enforceable by the parties in a court of law.

16. **Default.** Should BWG fail in any respect to comply with the terms of this Operating Agreement and should city notify BWG in writing of the matters in regard to which default is asserted, and should BWG fail either to cure the default within thirty (30) days after the giving of notice or to commence within fifteen (15) days to rectify the default and continue subsequently to use due diligence to rectify the default until it is fully rectified or cured, then city may cancel this Operating Agreement at any time during the continuance of the default by giving written notice to BWG of the election to terminate subject to the notice provision in paragraph 15, Term. It is agreed that the remedy of city for any default of BWG shall be to terminate this Operating Agreement in the manner provided above and take possession of the property. This paragraph shall not, however, relieve BWG from liability for any act for which it is directly responsible in damages.

17. **Separation; Effect of Termination of Operating Agreement.** The parties agree that during this Operating Agreement, BWG will continue to operate the facility and may maintain its personnel and personal property at the facility, with any transferred assets to be used in the further development and preservation of the facility.

Assets created by membership dues and gifts to BWG shall remain the property of BWG, but such assets shall be used solely for the purpose of developing and preserving the facility. Should either party elect to terminate the Operating Agreement, during the six month notice period the parties will coordinate on a Separation Plan, which will address the following components of operation of the facility, including, but not limited to:

- a. Property. Any physical property obtained prior to December 31, 2017, regardless of how it was obtained (e.g., from the monies provided under the original funding participation agreement or donations), will remain the property of the City. Unless agreed otherwise in the Separation Plan,

physical improvements made by BWG after January 1, 2018 will be divided as follows:

- i. Any improvements that are determined to be “capital improvements” as specified in paragraph 10 of this Operating Agreement will stay at the Wonder Gardens facilities.
  - ii. Plants and Animals. Unless agreed by the City at time of the Separation Plan, all plants and animals will stay at the Wonder Gardens facilities.
  - iii. Structures. Unless agreed by the City at time of the Separation Plan, any items that were acquired to replace or enhance the facility, as described in the Business Plan, will remain at the Wonder Gardens facilities. This will include benches, gazebos, cages and compounds, etc.
  - iv. Artifacts. In addition to the personal property and appurtenances that were part of the original sale and acquisition of the Everglades Wonder Gardens, including the Acquisition or Dissolution of any corporations which have David Piper, Trustee or Dawn Piper or Lester Piper as officers or agents, all animals, artifacts, horticulture, relics, and museum pieces shall remain on the property, unless agreed to be removed as part of the Separation Plan or was part of a donation where the Donor desired for it to be removed from the the Wonder Gardens facilities.
  - v. Any improvements that were donated to BWG after January 1, 2018 and were placed on the premises by a donation for the full amount of the improvement, shall be maintained or removed from the property based on the intent of the Donor. It is incumbent upon BWG to obtain the Donor’s intent at time of donation. The Donor may change their intent at any time prior to a Separation Plan being put in place.
  - vi. Any property purchased or acquired by BWG after January 1, 2018 which is not affixed to the grounds may be removed and retained by BWG upon separation. Examples of such property include items in the gift shop and marketing materials.
- b. Employees, with applicable personnel documentation. Unless agreed to during the transition plan, there is no guaranty of employment, nor severance packages, as part of a Separation Plan. Any severance agreed to may not exceed the statutory amounts proscribed in Florida Statutes §215.425.
  - c. Transfer to the City of any concessions operated within the facility.
  - d. Transfer to City or to a City out-sourced entity of applicable licenses for animal care.
  - e. Transfer to City or to a City out-sourced entity of any other state licenses used for the operation of the facility

- f. Transfer to City or to a City out-sourced entity of any accounts, lists and all business information, including "proprietary confidential business information" that is owned or controlled by BWG and is intended to be and is treated by BWG as assets used in further development, preservation and operation of the facility. This information at a minimum will include business plans; internal auditing controls and reports of internal auditors and reports of external auditors for non-profit companies.

18. **Annual and Initial Reports.**

- a. BWG shall present a report of its general overall progress in obtaining the objectives of this agreement beginning on May 1<sup>st</sup>, of each year. The report shall be made not less than once annually to City Council.
- b. Copy of IRS Determination Letter granting tax exempt (nonprofit) status to the BWG and any subsequent correspondence from IRS terminating or altering such status due to the City upon receipt.
- c. Copy of annual IRS Form 990 Return of Organization Exempt from Income Tax and any other Federal, State or Local Tax Returns filed by the BWG.
- d. Copy of annual profit and loss, balance sheet, and cash flow reports produced by BWG relating to the operation of the Wonder Gardens.

19. **Assignment.** BWG shall not assign this agreement, either in whole or in part, without the prior written approval of City Council. City shall not assign this agreement to a private corporation, firm, or individual without the prior written approval of BWG, except as otherwise provided in paragraph 17 of this agreement.

20. **Delays beyond Control of Parties.** Neither of the parties to this agreement shall be liable to the other party on account of any delay or inability to perform if the delay or inability is due in whole or in part to any cause beyond the control of the party in default. If any delay is so caused, city shall have the power to extend the time for performance of any act required by BWG, and BWG shall have the power to extend the time for performance of any act required of city.

21. **Indemnification.** BWG shall indemnify and save harmless the city from all suits brought against the city on account of any injuries or damages received or sustained by any party or parties by or from BWG, its servants or agents, in the exercise of the rights and privileges granted here or on account of any act or omission of BWG or its agents. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees, agents and assigns. Nothing contained herein shall constitute a waiver by a party of its sovereign immunity or the provisions of Florida Statutes §768.28. Further, nothing herein shall be construed as consent by the City of Bonita Springs, a Florida governmental entity, to be sued by third parties in any manner arising out of this Operating Agreement.

22. **Modifications.** This agreement can only be modified by written instrument bearing the signatures of authorized representatives of both parties.

23. **Nondiscrimination.** BWG shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. BWG and its employees shall not discriminate because of race, religion, color, age, ancestry, sex, or national origin against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall BWG or its employees publicize the facilities provided under this agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, age, ancestry, sex, or national origin.


The parties have executed this agreement the day and year first above written.

Signed, sealed and delivered in the Presence of:

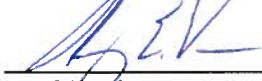
Attest:

By:   
City Clerk

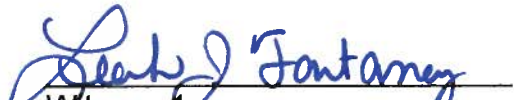
CITY OF BONITA SPRINGS

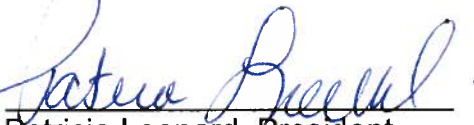
By:   
Mayor Peter Simmons


APPROVED AS TO LEGAL FORM:

By:   
City Attorney

BONITA WONDER GARDENS, INC.

  
Witness 1  
Print Name: Leah J. Fontanez

By:   
Patricia Leonard, President

  
Witness 2  
Print Name: Carly Jeanne Sanseverino

## Exhibit A

### Business Plan Criteria

1. Summary of business purpose and strategies, including mission and vision statements of Bonita Wonder Gardens, Inc.
2. Business description of Everglades Wonder Gardens operations.
3. Description of property, fixtures and appurtenances planned to be purchased and placed in the Everglades Wonder Gardens each year. This will be the capital improvement program, in which City Council must review and provide consent, which may not be unreasonably withheld. A list of donated items and whether these items will be retained or removed by BWG in the event of a separation as specified in paragraph 17.
4. Project design elements for Everglades Wonder Gardens proposed to make this a successful venture.
5. Market Analysis and strategies – target markets, events, activities, attendance current and projects.
6. Leadership and staffing – board members, advisory members, full-time and part-time staff and volunteers.
7. Operating projections for five years.
8. Capital Fundraising Plan.
9. BWG shall furnish the City Manager with the written report to be referred to as the Bonita Wonder Gardens Business Plan on or before May 1<sup>st</sup> of each year.

**REQUESTED MOTION:** Provide direction to staff to revise and update the City’s current Water Conservation and Irrigation Restriction Regulations (Article III Water Conservation – Sec. 42-47) to provide for compliance and consistency with the requirements set forth by Florida Statutes and the South Florida Water Management District (SFWMD).

**REQUESTOR:** Arleen Hunter, City Manager & Sean Gibbons, Environmental Sciences – Com. Dev. Dept.

**AGENDA:** City Manager Items

**STRATEGIC PRIORITY:** # 4 Environment

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**BACKGROUND:**

In an effort to assure compliance with State Statutes (Chapter 40E-24 & 40E-21 of the Florida Administrative Code), the South Florida Water Management District (SFWMD) has reached out to all municipalities within the district with direction to, and guidance for, updating and amending their respective regulations pertaining to Water Conservation and Irrigation Restrictions for consistency across the district. The principal goals are to: Assure the continued viability, quantity and quality of the area’s water resources long into the future; Provide consistency among the regulatory language(s) used across the district; assure full compliance with the requirements of State Statute(s); Assure protection of our water resources during periods of extensive drought; and provide District resources and support for regulatory guidance and enforcement. It is also worth noting that applications for funding under the District’s Cooperative Funding Program for FY2022 will be evaluated based on factors including the adoption of an ordinance which fully comports with Chapter 40E-24 F.A.C; a consideration which may be extended to other cooperative funding programs in the future as well.

Should Council direct staff to proceed, staff will bring back the ordinance for first reading in July.

**STAFF RECOMMENDATION:** Provide Staff direction to revise and update the City’s current Water Conservation and Irrigation Restriction Regulations (Article III Water Conservation – Sec. 42-47) to provide for compliance and consistency with the requirements set forth by Florida State Statute and the South Florida Water Management District (SFWMD).

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**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_

**REQUESTED MOTION:** Distribution of draft scope for a RFP seeking a Comprehensive Wayfinding Signage and Gateway Feature Master Plan.

**REQUESTOR:** Arleen M. Hunter, City Manager

**AGENDA:** City Manager

**STRATEGIC PRIORITY:** #5 Community Aesthetics

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**BACKGROUND:**

The City Council has budgeted for a capital improvement project for “Highway Monuments/Welcome Signs” designated for the construction of welcome features into the City. Council has also previously discussed the desire for a unified wayfinding sign master plan. Additionally, the City has existing welcoming signs that need repair/replacement.

Attached is a draft scope to be included in a future RFP for a Comprehensive Wayfinding Signage and Gateway Feature Master Plan. This draft scope is being provided to you for your consideration and feedback to staff.

Should Council wish to proceed, staff will prepare the complete RFP solicitation.

**STAFF RECOMMENDATION:** Council’s pleasure.

**ATTACHMENTS:**

1. Draft scope
- 

**REVIEWERS:**

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

Council Action: Approved \_\_\_ Denied \_\_\_ Deferred \_\_\_ Other \_\_\_\_\_



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

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**Request for Proposals  
Comprehensive Wayfinding Signage and Gateway  
Feature Master Plan**

**RFP 21-**

**NOTICE TO INTERESTED VENDORS:**

The City of Bonita Springs has recently launched a new procurement portal with ProcureWare. All Vendors must register with the City through the new portal to be eligible for award, even if the Vendor has previously done work for the City.

To register, please visit: [www.cityofbonitasprings.procureware.com/home](http://www.cityofbonitasprings.procureware.com/home)

**Closing Date:  
Closing Time:**

## **GENERAL INFORMATION**

### **1.1 Purpose**

The City of Bonita Springs is seeking proposals for the development of a **Comprehensive Signage and Wayfinding Master Plan** to provide a strategy for the City to implement a City-wide wayfinding system. This project is included in the City's Capital Improvement Plan and is in furtherance of multiple of the City's strategic priorities, including Transportation, Community Aesthetics, and Economic Development, all of which call for high urban design standards in the implementation of the City's vision.

Effective wayfinding is important to the urban design of the City as residents and visitors explore Bonita Springs from different entry points and through various modes of transportation, including walking, biking, and driving. Thus, strategically placed and well-designed wayfinding signage will help both visitors and residents navigate to key points of interest in the City. Additionally, clean and concise navigation information creates a welcoming experience, and signage is an effective investment to encourage tourism and improve access to local destinations.

### **1.2 Project Background**

In 2010, the City undertook a comprehensive Branding Initiative comprised of several community forums, public workshops, an online survey, and the services of various marketing professionals and graphic designers. The research conducted in the Branding Initiative confirmed that our community embraces its small town traditions and easy-going pace of life, as well as our access to and care for natural environments, waterways, and beaches. The general consensus of the community resulted in words such as "charming", "tropical", "historic", "natural", and "destination" to describe the identity of Bonita Springs. This Branding Initiative ultimately led to our current City logo (depicted above) and its accompanying slogan of "Small Town Charm. Big Bright Future." Therefore, it is imperative that the character of Bonita Springs remains unique and distinct from other municipalities in the region.

### **1.3 Project Objectives**

In accordance with the City's Comprehensive Plan, the City strives to develop a safe and efficient multi-modal transportation network that provides for optimal access to the City's major activity centers; accommodates the forecasted transportation demands; encourages interconnections between neighborhoods and developments while enhancing neighborhood and community character; is aesthetically pleasing; and complements the urban and natural environment of Bonita Springs. As such, it is expected that the selected consultant would produce a plan to make the integral arterial and collector roads more attractive in order to enhance the "livability" and urban design of our community, while establishing standards that preserve its small town charm.

The desired wayfinding and signage plan shall distinguish areas of the City apart from one another and shall recommend signage and design for gateway features to welcome travelers from major entrance points and guide them through geographical nodes within the City toward the various points of interest. For example, it is understood that the character of Bonita Beach

## RFP 21- Comprehensive Wayfinding Signage and Gateway Master Plan

Due:

Road west of US 41 is characterized as a coastal community, as opposed to the historic downtown area, thus the product for these portions will differ.

Further, the selected consultant must understand and coordinate with the work already underway in the City – specifically the City’s Complete Streets Policy, the redesign and revitalization of the downtown area, and the comprehensive landscaping effort on US 41, Terry Street and other arterial corridors.

### 1.4 Scope of Work/Deliverables

#### **Task 1 - Designs for wayfinding signage, standard aesthetic, materials selection and sign elements.**

These signs include vehicular navigation, pedestrian and bicycle wayfinding, entry signs into historic downtown, gateway features into the City (both large scale and roadside), destination signage for municipal facilities and other points of interest, public parking signage, and park signage for destinations such as athletic fields, bike routes, walking trails, public boat ramps, etc. The plan should provide two to three levels of design complexity and must be scalable based on road speed and mode of travel. For example, signage within the downtown will have a higher level of design while rural entry signs will have a more simple design that meets DOT standards while coordinating with the overall character of the community.

The City is looking for sophisticated imaging that will have longevity and withstand the harsh Florida weather. There is an intent that some signage can be easily procured by our Public Works department for installation, while the more significant detailed signs and gateway features may be manufactured and installed by appropriate professionals.

**Task 2 - Wayfinding implementation plan, including signage locations and prioritized phases of installation.** The consultant shall create a map using GIS to recommend wayfinding signage locations and shall provide a recommended phased implementation plan. The recommended signage locations shall meet all local and state regulations and the implementation plan shall identify areas that may have barriers in location, size, or some other condition.

**Task 3 - Construction drawings and statement of probable cost for fabrication and installation of signage.** This project shall provide appropriate detailed drawings to allow for immediate competitive bidding for construction. It is the City’s intent that implementation of these signs will occur over time as funding becomes available.

CITY COUNCIL  
CITY OF BONITA SPRINGS  
WEDNESDAY, MAY 5, 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 5:05 P.M.

2. Invocation

Pastor Rob Sparrow, with Integrity Church, furnished the invocation.

3. Pledge of Allegiance

Council Member Laura Carr led in the Pledge of Allegiance.

4. Roll Call

Mayor Steinmeyer and all Council Members were in attendance, with Council Member Mike Gibson participating via telephone.

Mayor Steinmeyer motioned that Council Member Gibson is subject to extraordinary circumstances, and to allow him to participate electronically via telephone; Council Member Chris Corrie seconded; and the motion carried unanimously.

**RESULT: UNANIMOUS**

**MOTION BY: Mayor Rick Steinmeyer**

**SECONDED BY: Council Member Chris Corrie**

**AYES: Mayor Rick Steinmeyer, Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes**

5. Approval of Agenda

City Attorney Derek Rooney requested that item 11., City Attorney's Items, be moved to after the City Manager's Items, for a more appropriate discussion point. There being no objections, request passed.

6. Mayor's Welcome

7. Public Comment on Agenda Items

Charlie Strader stated that the offer of \$1.5 million should be rejected. The Goal in the Comprehensive Plan is to avoid high density in the Coastal High Hazard flood zones and flowways. His question is what has changed in that Goal. Once sold to a private developer, much is beyond the control of the City forever. The developer would choose the tenants; not the City. He further addressed.

5:46 p.m.

Bruce Galloway also addressed the Bamboo property, stating that we should not be looking for users, but rather for ideas and designs. They need to think how to pull together a linear Old 41 and give it a center – a center for downtown Bonita Springs. Also, to create depth along Old 41, which the Bamboo property provides. There is a need for ideas for whatever the future holds, and he suggested posing a design challenge to Florida, particularly the colleges and universities – a design competition across the state of Florida for students for them to develop ideas for us for the future of Bonita Springs and how to pull that center together. He would volunteer to run the competition, including preparing all the paperwork, contact all the colleges/universities and professors, and will ask for support from the planning office for postage, printing drawings up.

An unidentified gentleman, addressed the sale of the Bamboo/Imperial Crossing site, and stated he feels it should remain in the City's hands. There are four nice corners on a natural river. He feels it should remain within the City, create a nice park and provide more water access for the public.

Barbara Ogle stated that she agrees with Mr. Galloway on holding a competition. This is the perfect opportunity to develop a downtown where people can come and enjoy. She supports the City keeping the land and developing it for the residents of Bonita Springs.

Gary Price does feel there is not a need for anymore residential units, especially to sacrifice prime property that the Imperial Landing/Bamboo is on. When the property was purchased in 2003 they thought that residential was needed, but things have changed. Old 41 has become a destination for the special events, which require parking. Events bring residents downtown and pride of residency to the community. There will not be the necessary parking if they eliminate that site from public use. He further addressed and further suggested that the old library be opened up for public meetings.

5:56 p.m.

Dwight Esmon addressed the value of the Bamboo property. He agrees that a contest is a good idea. He also addressed the need to have public meetings and then put out an RFP. We have to know what we want before we ask for it.

6:00 p.m.

Sophie Leroux stated she has been across from the Bamboo property for five years. She feels the property should remain a public space where there could be a public downtown center, like those in Europe. We are lacking that in downtown Bonita.

Sondra Gibbons, a resident of Villagewalk, stated that she supports Mr. Galloway's suggestion to organize an architectural contest.

John Paeno, with CGT Kayaks, stated there is nothing to add to what everyone has said. He told a brief story about the property.

Asher Hart stated he was here to inform Council that Noah Property remains open to make a purchase per their proposal. Noah is not requesting any tax abatement or reduction of any assessments. He further addressed.

Alex Grantt former City Council Member and member of the LPA, and a member of various other City Committees, was in attendance to request to place in the budget a tax increase to protect city ownership of Everglades Wonder Gardens and 5.27 acres currently owned by the City of Bonita Springs on both sides of the Imperial River, immediately east of Old U.S. 41. A business directly across from the Everglades Wonder Gardens, Riverside Park property and the Liles Hotel area, which is bounded on the north by Goodwin Street and on the south by Wilson Street. He further addressed.

Trish Leonard stated she agreed with what everyone here stated this morning. There is a lot of work to do. She urged Council to think and take their time. Parking is definitely needed downtown. She also addressed Bike Safety Day, and thanked Council Member Mike Gibson for supporting the event.

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 Amy Quaremba motioned approval of the Consent Agenda; Council Member Chris Corrie seconded. Council Member Laura Carr requested Item C. be pulled.

The motion carried 6-1 (Consent Agenda Items A., B., and D.; Mayor Steinmeyer opposed)

**RESULT: 6-1**

**MOTION BY: Council Member Amy Quaremba**

**SECONDED BY: Council Member Corrie**

**AYES: Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes**

**NAYS: Mayor Steinmeyer**

Council Member Carr addressed Item C., and questioned the cost of the contract, which was not reflected. Elly McKuen, Public Works, responded it is \$ \$25,566. Council Member Carr motioned approval of Item C.; Council Member Quaremba seconded; and the motion carried unanimously.

**RESULT: UNANIMOUS**

**MOTION BY: Council Member Laura Carr**

**SECONDED BY: Council Member Jesse Purdon**

**AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes**

- A. Approve Resolution accepting Coastal Concrete Products LLC d/b/a Coastal Site Development as the lowest responsive, responsible bid for the West Terry Street Pathway Extension Project RFB 21-07 in the amount of \$815,122.00 to include Base Bid including Alternate Bids A & B, and to execute Agreement upon approval of all documents. (Greensheet No. 21-05-085) **ADOPTED RESOLUTION NO. 21-36**
- B. Authorize approval of Resolution to purchase (2) 64HP & (1) 225HP Power Unit(s) Tier 4 Trailer-Mounted Pumps being funded by Direction Administrative Costs (DAC) in the amount of \$289,143.00 (Greensheet No. 21-05-084) **ADOPTED RESOLUTION NO. 21-37**
- C. Approve a contract amendment with Alta Planning, Inc., to provide support in the preparation of the RAISE (Rebuilding America Infrastructure with Sustainability and Equity) grant application and authorize staff to submit for the Terry Street Corridor Project with the City Manager as designated Authorized Official Representative (AOR). (Greensheet No. 21-05-087)
- D. Review of the March Capital Improvement Projects Quarterly Financial Report. (Greensheet No. 21-05-086)

- OPPORTUNITY FOR CITY COUNCIL COMMENTS ON CONSENT AGENDA ITEMS

9. Mayor and Council Member Items
10. First reading of the following Ordinances:

Derek read the title block of all three ordinances into the record.

Mike Fiigon, Community Development, provided a brief overview via a Powerpoint presentation (Copy in Clerk's file)

All three Ordinances moved to second reading on May 19, 2021. No motion made.

- A. An Ordinance of the City of Bonita Springs, Florida, amending Bonita Springs Land Development Code Chapter 2 –Administration, Chapter 3 – Development Standards, Chapter 4 – Zoning, Chapter 5 – Historic Preservation, and Chapter 6 – Signs; to address internal inconsistencies and clarify standards as a result of the adoption of the Downtown Form-Based Code for the Downtown District; providing for conflicts of law, severability, codification, scrivener's errors, and modifications that may arise from consideration at public hearing and an effective date. (Greensheet No. 21-05-089)
- B. An Ordinance of the City of Bonita Springs, Florida amending the Bonita Springs Land Development Code, Chapter 4 – Zoning, to clarify language for properties zoned Planned Development that want to voluntarily develop or redevelop under the Bonita Beach Road Corridor Overlay District standards; providing for conflicts of law, severability, codification, scrivener's errors, and modifications that may arise from consideration at public hearing and an effective date. (Greensheet No. 21-05-091)
- C. An Ordinance of the City of Bonita Springs Florida, amending the Bonita Springs City Code, Chapter 34 – streets, sidewalks and other public places, article ii – uses of rights-of-way, relating to dangerous use of rights-of-way; providing for the prohibition of stopping or standing in a median that is not a sufficient pedestrian refuge; providing for the prohibition of physical interaction between a pedestrian and an occupant of a motor vehicle that is not legally parked; providing for enforcement; providing for conflicts of law, severability, codification, scrivener's errors, and modifications that may arise from consideration at public hearing and an effective date. (Greensheet No. 21-05-088)

#### 11. City Attorney's Items

- A. Consider a Letter of Intent from Hovland Real Estate regarding Imperial Crossing. (Greensheet No. 21-05-092)

Addressed after Item 12 below.

#### 12. City Manager's Items

- A. Discussion of preferred development characteristics for the Imperial Crossing development opportunity. (Greensheet No. 21-05-090)

6:32 P.M.

City Manager Arleen Hunter furnished an overview, stating that Staff wanted to give Council the opportunity for Council to discuss their individual views.

Council Member Quaremba stated that she provided her views, noting that she feels that what needs to be discussed a bit further is the process. She asked Staff to review the choices Council may have. City Attorney Rooney stated that these three choices that are proposed are all choices that reflect the desire of Council to either cede the ownership of the entire parcel, or cede it in conjunction with a portion of it remaining in the City. It does not describe any instance in which the City retains full ownership. The three choices are all with respect to sales. He further addressed.

Council Member Jesse Purdon stated that he didn't feel Council was in a hurry, explaining that the City shared an offer they received with the residents. He is excited we are getting offers, as it's a good sign. It's

important to keep moving the process along. There needs to be a component whereby the City has the river, the frontage of the river, in some public capacity. He doesn't feel \$1.5 million is enough. Overall, he's excited we are getting offers, but wants to make sure we have all our ducks in a row before we move forward. He feels this is a very good sign.

6:40 P.M.

Council Member Laura Carr stated she agreed with comments made by Council Member Purdon in that the primary number has to change drastically. Everyone that is worried that some of them would even consider it, no worries. She asked what about the private partnership and building a parking garage above the bio-reactor. We haven't had any real deals offered, so there's nothing, at least to her, that is being considered.

Council Member Forbes stated he feels there are two ways to go – leave it as a park forever, or 2) do something he doesn't feel anyone on Council wants to do, which is to accept something that's just going to place something on it and create a revenue and get some money out of the site. The other thing they can do is work towards doing something that's going to be the catalyst that really pulls the rest of the Old 41 area up, so there's a place that's exciting to be, a place to be, a destination place. He further addressed, stating that the river is a great place, and that his vision has an area on both sides of the river that would be owned and maintained by the City, and whatever development goes in, we would put in the walkways, lighting, and maintain the landscaping. He also feels a student competition is fine and further addressed.

Council Member Mike Gibson stated he was in agreement with most of what has been said. He feels a lot of people are worried in that the solicitations we're getting are just for sales and they're not giving us much input, and he feels Council doesn't really want that either. He feels the City probably needs to go the RFP route, just so we can give them what we're looking for, and that way we will get better offers that will include what we are looking for. We're obviously not looking for a flat sale, and turning over the property to someone else. We definitely want public area along the river, and that it may stay in our control, and for other stuff either have the developer do the work and then turn it over to us, or it may be something we'd have to make the improvements along the river. He is in agreement with what both Council Member Quaremba and Forbes included in the Greensheet. With the DPZ scheme, with the parking garage on both sides of the river, how it was surrounded by the main buildings, etc. – basically what we're looking for, the Old Florida theme, mixed use. He is also open to there being a hotel there.

Council Member Chris Corrie informed Council of a function he attended at the Wonder Gardens with several people who were invited to attend, all of whom listened to a presentation on their activities. There was a lot of doner interests. The Wonder Gardens is City-owned property. There was also a meeting with the Wonder Gardens in which he, the City Manager and City Attorney attended to work on the Operating Agreement for purposes of renewing the public partnership and form the basis for making sure the not-for-profit is successful. He also feels the City should take responsibility for maintaining part of that facility, i.e., restrooms to make sure we are in compliance with ADA and permits. He would like to let the Wonder Gardens figure out what their needs are with respect to parking, whether that be across the street, or if we're able to do something easements behind the strip center and north of there. He feels there is a need to protect that investment that the City and make sure we're contributing to the success of the Wonder Gardens, because that is an attraction already in place. He feels the City would be well served by working with the Wonder Gardens and figuring out what their needs are, making sure there is enough room for people to park, providing a safe way for people to get across 41, and providing necessary land for accreditation which will bring in grant money to the Wonder Gardens. He would like to focus on that first. He further addressed.

Mayor Steinmeyer also addressed the Wonder Gardens, which is a lot nicer than years earlier and is fabulous. He is very impressed with Dave Webb, and the number of 75,000 going through there. With regard to Bamboo, he would like to invite the people of Bonita Springs to use the property – throw frisbees, play baseball, play soccer, etc., whatever they want to do. The seawall is in dire need of replacement. He'd like to put that out for an RFB to fix it. He further addressed and asked that Council work with Assistant City Manager Matt Feeney to come up with an RFP to repair the wall. Council Member Quaremba stated she didn't feel that

we know the role of the seawall in regard to what we want to do down there. City Attorney Derek Rooney responded to concerns of Council Member Quaremba regarding the seawall. He stated that the seawall is old and there are portions that are currently collapsing. He further addressed. The Mayor is asking is whether that is something that the City should do now, or whether it's something that should be by a developer at a later point. Either way it will need to be replaced at some point. Discussion followed. Council Member Purdon feels it would make more sense to have the developer pay for it. Council Member Quaremba feels there is a need to first identify what we want there and along the river.

7:07 p.m.

City Manager Hunter stated that at Council's next meeting the Attorney for the Wonder Gardens and the City Attorney are working on bringing a proposal for the Operator's Agreement. Then maybe the second meeting in June, Mr. Webb and his Board is going to provide an update and presentation to City Council on their future plans and their accreditation goals, and what that entails. She further addressed. Council Member Corrie feels they should focus on the Wonder Gardens because it is City property and try to make sure we maximize the benefit back to the City. Council Member Quaremba stated that Council needs to figure out what they want there. She suggested spending some time talking about the features they would want and further addressed. Council Member Purdon feels they need to get an RFP and further addressed, keep it open and let the offers keep coming in. Council Member Carr feels they should see what else is coming in, as she does think there's one or two other offers, and at least then we can start bidding. Council Member Forbes suggested Assistant City Manager Feeney and a consultant look at the seawall and if there's anything that creates a safety hazard, have it fixed. Secondly, he doesn't feel they should be expanding the Wonder Gardens across Old 41. He feels whatever is done for them, needs to be on their side of the street. He further addressed.

7:14 p.m.

City Attorney Rooney addressed the seawall, stating that they are going to work to secure the area where it is a danger to the public. They are also going to investigate the entire property for liability purposes. Regarding the Wonder Gardens, the prior Council voted to move to terminate the agreement and authorize Council Member Carr to renegotiate. The agreement he and Council Member Carr put together is roughly the same agreement Council will be seeing. He further addressed changes made to the agreement, etc. Mayor Steinmeyer feels should keep it as a park until such time they figure out what to do with it.

City Attorney's Item 11. (reflected above)

7:21 p.m.

City Attorney Rooney provided an overview of the offer received in the amount of \$1.5 million.

Council Member Quaremba stated she would like the City to retain ownership of at least the major part of the property, so the City has control now and in the future. Council Member Purdon feels an RFP is a good idea.

Council Members responded to Council Member's question as to what they envision as a "town center."

7:30 p.m.

City Manager Hunter suggested having a separate workshop with Council, with a consultant to maybe provide more ideas of what concepts could fit there, then Council can prioritize their vision. Any of those features could then be put into a future RFP.

Council Member Mike Gibson motioned to have a workshop to gather all of Council's ideas to put into an RFP; Mayor Steinmeyer seconded the motion.

Council Member Forbes also proposed that Council Members bring their written ideas to the workshop.

City Attorney Rooney recommended a meeting facilitator to help Council discuss their ideas. Council Member Gibson stated he would be open to having an outside facilitator. Council Members Carr and Corrie also agreed. City Attorney Rooney clarified the motion, which is to hold a workshop with an outside facilitator to determine the priorities of the Council, and put that into an RFP.

The motion carried unanimously.

**RESULT: UNANIMOUS**  
**MOTION BY: Council Member Mike Gibson**  
**SECONDED BY: Mayor Steinmeyer**  
**AYES: Mayor Steinmeyer and Council Members Quaremba, Purdon, Carr, Corrie, Gibson and Forbes**

Additional Items:

City Manager Hunter informed Council that the first loggerhead turtle nest has been discovered on Bonita Beach. She also reminded everyone that we are in turtle nesting season. She also clarified the change in the date for first budget hearing in September to September 14, 2021 at 5:30 p.m. She also provided a COVID-19 update in relation of the Governor's two latest executive orders. City Attorney Rooney also addressed.

7:43 p.m.

13. Mayor and Council Member Reports

Council Member Carr expressed her condolences on the recent passing of Zoning Board Member Richard Donnelly. She also reported on Rotary Club meeting she attended and a young girl who attends Bonita Springs Elementary who is now on a ventilator in which the club raised money to provide the family with a much needed generator.

Council Member Forbes provided a brief report on bills that passed in Tallahassee. He requested the City Attorney put something together relating to House Bill 403 which addressed home base businesses and what the City can do. Discussion was also held on septic tanks and the need to be more aggressive regarding septic tanks. He also asked the City Attorney look into what the City Council can do.

Council Member Gibson reported that Saturday, May 22<sup>nd</sup> is the bike rodeo, from 9:00 a.m. to noon.

14. Approval of Minutes: None

15. Public Comment

Gary Price addressed the Bamboo site, expressing caution when creating a town center.

Rich Bondervich, with Hovland Real Estate, was in attendance to address their Letter of Intent.

16. Adjournment

There being no further items to discuss, the meeting adjourned at 8:03 P.M.

Respectfully submitted,

\_\_\_\_\_  
Debra Filipek, City Clerk

APPROVED:  
CITY COUNCIL

Date: \_\_\_\_\_

AUTHENTICATED:

\_\_\_\_\_  
Rick Steinmeyer, Mayor

DRAFT