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

CITY COUNCIL
MEETING AGENDA

April 19, 2023
9:00 a.m.

If you plan to address the City Council, please complete a "Public Comment Card" located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 4:00 p.m. on April 18, 2023.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact City Clerk Mike Sheffield by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

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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. Zoning and Land Use Items:
9. Proclamations and Presentations:

    A. Proclamation of April 28, 2023 as Arbor Day in the City of Bonita Springs

B. Receive presentation for the US 41 & Bonita Beach Road Quadrant Plan Northwest Phase I Project from RK&K engineering firm and provide direction on which design alternative to pursue. (Green Sheet No. 23-04-079)

10. Consent Agenda:

A. Approve the April 5, 2023 Draft City Council Meeting Minutes

B. Approve the award of the Bridge Maintenance & Repair Project RFB 23-05 to the lowest responsive, responsible bidder, Zep Construction, Incorporated in the bid amount of $439,510.00, upon approval of all documentation. (Green Sheet No. 23-04-072)

C. Adopt Resolution accepting the resignation of Lester James from the City of Bonita Springs Outreach Advisory Committee. (Green Sheet No. 23-04-073)

D. Approve contract agreement with Pegasus Engineering, LLC for Grant Management Services (RFP #22-08) for the CDBG-MIT East Terry Street Stormwater and Multi-Use Pathway Project (Green Sheet No. 23-04-074)

E. Approve two sales contracts to acquire property located at 27721 and 27701 Donegal Drive and approve the issuance of earnest money to bind the contract with the seller (Green Sheet No. 23-04-075)

F. Approve a sub-recipient agreement between Lee County and the City of Bonita Springs for FY2020-2021 (unallocated balance), FY2021-2022 and FY2022-2023 Community Development Block Grant Entitlement Funds (Green Sheet No. 23-04-078)

G. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-04-083)

H. Approve updated design of benches for the pocket park to be constructed in front of City Hall. (Green Sheet No. 23-04-084)

- Opportunity for City Council Comments on Consent Agenda

11. Mayor and Council Member Items:

12. Public Hearing:

A. FIRST READING AND PUBLIC HEARING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND SEC. 4-555 – USE REGUATIONS TABLE AND 4-556 – PROPERTY DEVELOPMENT

REGULATIONS TABLE WITHIN THE MOBILE HOME RESIDENTIAL DISTRICT, SEC. 4-866 – GENERAL PROVISIONS AND SEC. 4-872 – STOREFRONTS AND SIGNAGE FOR THE DOWNTOWN FORM-BASED CODE, AND SEC. 4-898 – PERMITTED USES AND SEC. 4-899 – SITE DESIGN STANDARDS WITHIN THE THE BONITA BEACH ROAD CORRIDOR OVERLAY 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. (Green Sheet No. 23-04-080)

13. City Attorney's Items:

14. City Manager's Items:

    A. Approve a change order to the Weston and Sampson Facility Assessment Study to account for the Hurricane Ian Event for a total not to exceed amount of $71,400.00. (Green Sheet No. 23-04-077)

    B. Discussion regarding potential land development code (LDC) amendments to the LDC Chapter 7, Article XII-Dock and Shoreline Structures. (Green Sheet No. 23-04-082)

    C. Discussion regarding potential land development code (LDC) amendments to the LDC Chapter 7, Article II-Sea Turtles and direction to staff. (Green Sheet No. 23-04-081)

    D. Presentation of the Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs and review of the February Financial Report (Green Sheet No. 23-04-076)

    E. Update regarding Hurricane Ian recovery

        i. Update regarding CDBG-DR funding for Lee County

        ii. Discussion regarding curfew on Little Hickory Island

15. Mayor and Council Member Reports

16. Public Comment

17. Adjournment

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-079
April 19,2023

REQUESTED MOTION: Receive presentation for the US 41 & Bonita Beach Road Quadrant Plan Northwest Phase I Project from RK&K engineering firm and provide direction on which design alternative to pursue.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Presentations

STRATEGIC PRIORITY: #2 Transportation, #3 Community Aesthetics

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BACKGROUND: On October 19, 2022, City Council approved a contract with RK&K to design and permit the new quadrant roadway situated in the Northwest quadrant of the US 41 & Bonita Beach Road intersection. This new roadway was identified in the City's 2017 "Quadrant Plan" and will provide a connection between Windsor Road and US 41 to help alleviate traffic congestion in the US 41 and Bonita Beach Road intersection.

RK&K will present their findings regarding the proposed roadway to City Council and request direction to proceed to the next step in the design process: development of 60% design plans, environmental permitting, and right-of-way engineering. Four alternative routes for the roadway have been studied and will be presented to the Council. The Council must give due consideration to the relevant factors including, but not limited to: (1) the availability of alternative routes, (2) costs, (3) environmental factors, (4) long-range area planning, and (5) safety considerations. *Pasco County v. Franzel, 569 So. 2d 877 (Fla. 2d DCA 1990)*

STAFF RECOMMENDATION: To select the route and roadway design Alternative 4, including the Continuous Flow Intersection at Bonita Beach Road and Windsor.

ATTACHMENTS: Copy of Presentation

REVIEWERS:

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

US 41 & Bonita Beach Road Quadrant Plan NW Phase I

City of Bonita Springs



Meeting Purpose

- Project Summary
- Status Update
- Selection of NW Quadrant Alternative



Project Summary

- Construct new connector Roadway from Windsor Road to US 41 in Northwest Quadrant of the Bonita Beach Road/US 41 intersection
- Provide for Complete Street Cross Section
- Construct Signalized controls at Windsor Road





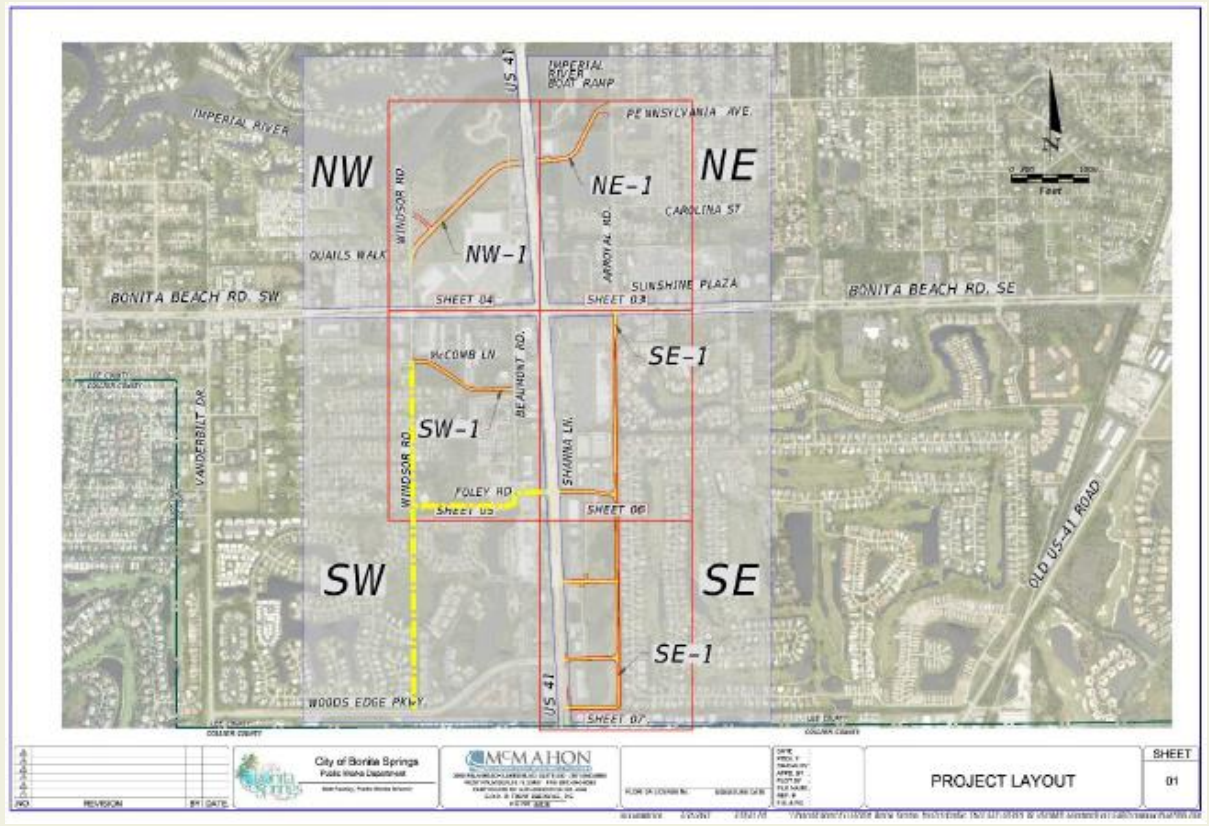
Project Purpose

- Reduce Congestion at US 41/Bonita Beach Road Intersection
  - Left turn movements
  - Lack of existing connections
- Increase Safety
  - Reduce Emergency Vehicle delays
  - Safe Bike/Ped Alternative
- Enhance Pedestrian Network





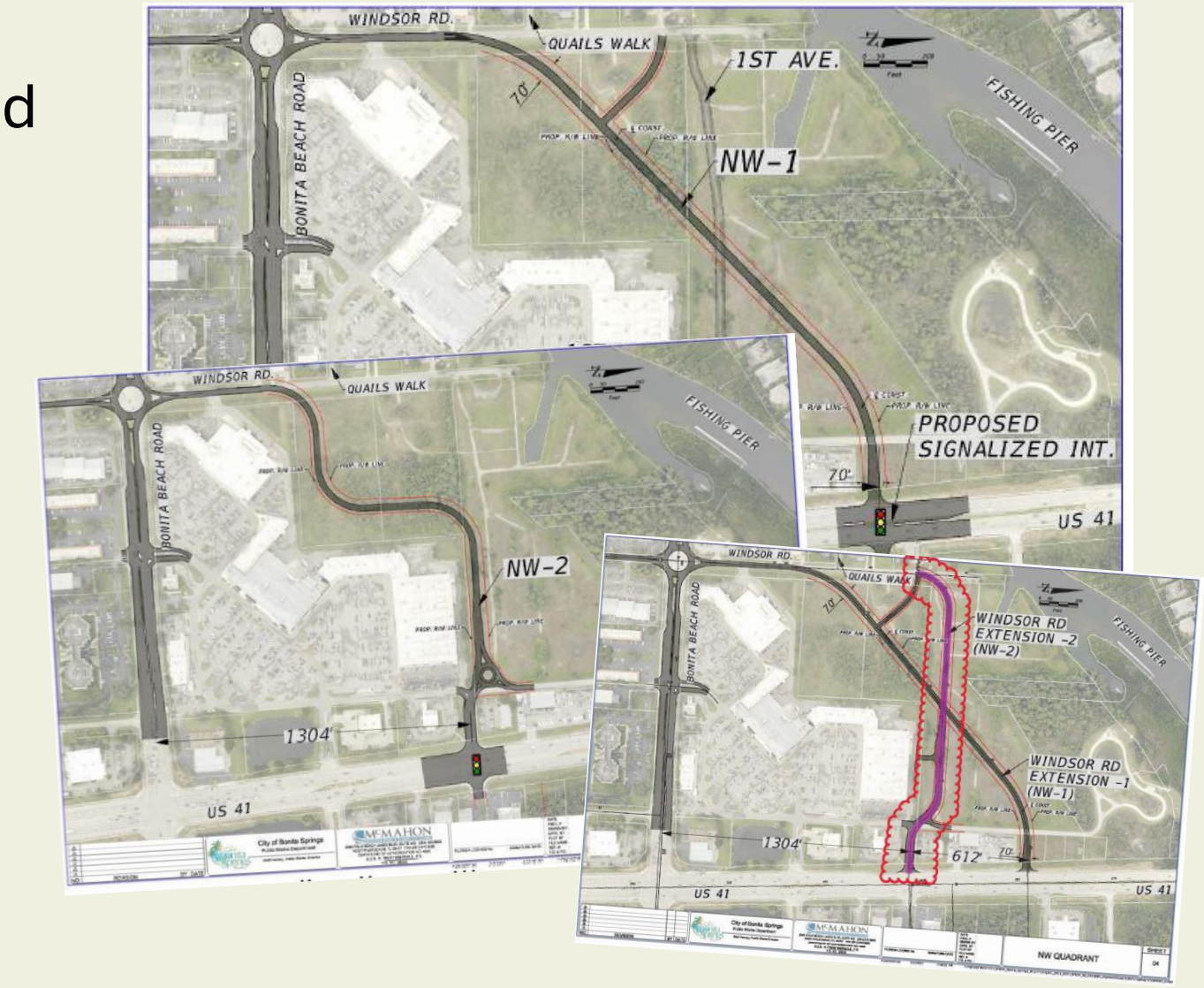
Project History (2012-2017)



- Original four quadrant plan
- Focus on NW quadrant
- Multiple options analyzed
- Extensive agency and external coordination

Public Engagement

- Vision study workshops held January and February 2016
  - Feedback centered on creating a sense of community and “sense of place”
- Adopted by City Council in March 2017



Franzel Factors for Alternatives Evaluation

- Alternatives
- Safety Considerations
- Long-Range and Area Planning
- Environmental Factors
- Cost



Alignment Alternatives



NW Quadrant – Version 1

- Straight-forward alignment
- Splits developer/property
- Reduced travel/delay time
- New US 41 intersection
- Improve safety

Alignment Alternatives

NW Quadrant – Version 2

- Curvilinear alignment
- Longer travel times but still addresses safety
- Reduced developer/property impacts



Alignment Alternatives



NW Quadrant – Version 3

- Combining of NW-1 & NW-2
- Improved travel/delay times
- Improved safety
- Reduces developer/property impacts

Alignment Alternatives

NW Quadrant – Version 4

- Maximized safety
- Maximized capacity
- Multimodal opportunities
- Minimizes developer/property impacts
- Recommended alternative



Safety Considerations

- Accommodate pedestrians and cyclists
  - Bike lanes
  - Wider sidewalks
  - Separation between users
  - Emphasized crosswalks
- Adding new connections
- Minimize Congestion at Major intersection of US 41 and Bonita Beach Road

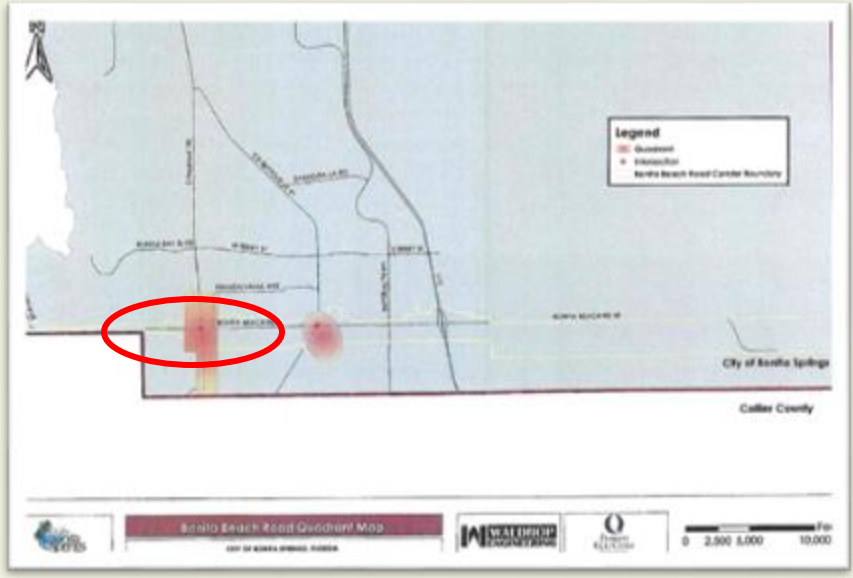


Urban Typical Section



Long Range Planning

- Consistent with City's Comprehensive Plan/Transportation Element
  - Policy 2.2.4 "enhance and expand connectivity between adjacent and parallel roads"
  - Policy 2.4.1 "Evaluate alternatives to conventional road-widening improvements at the Old US 41/Bonita Beach Road and US 41/Bonita Beach Beach Road intersections to expand capacity"
- Implements concepts/strategies consistent with Complete Streets Resolution 14.043 (2014) recommendations



Environmental Considerations



- No adverse species impacts
- No critical habitat impacts
- ~0.4 acres of wetland impacts

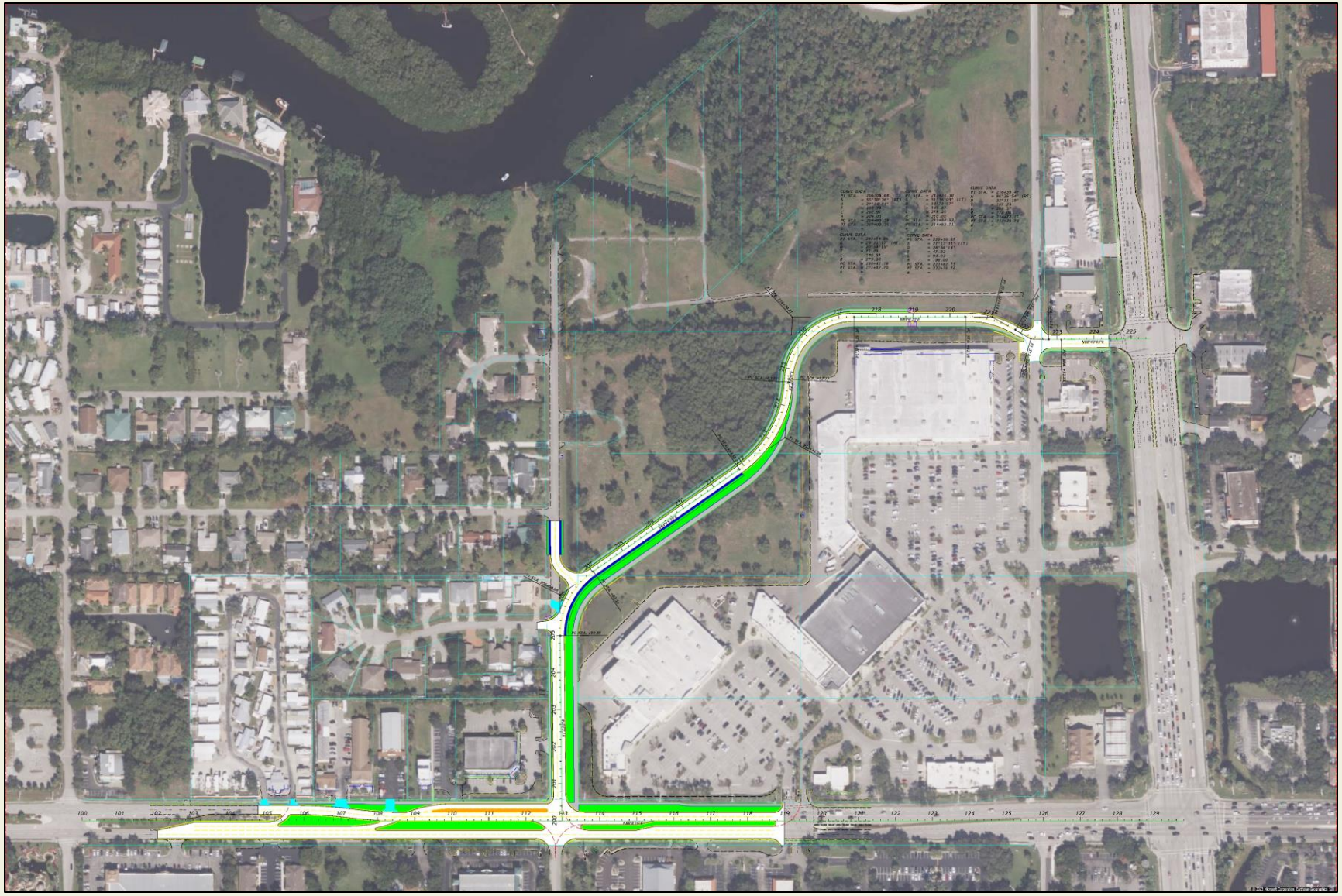
Environmental Considerations: Drainage



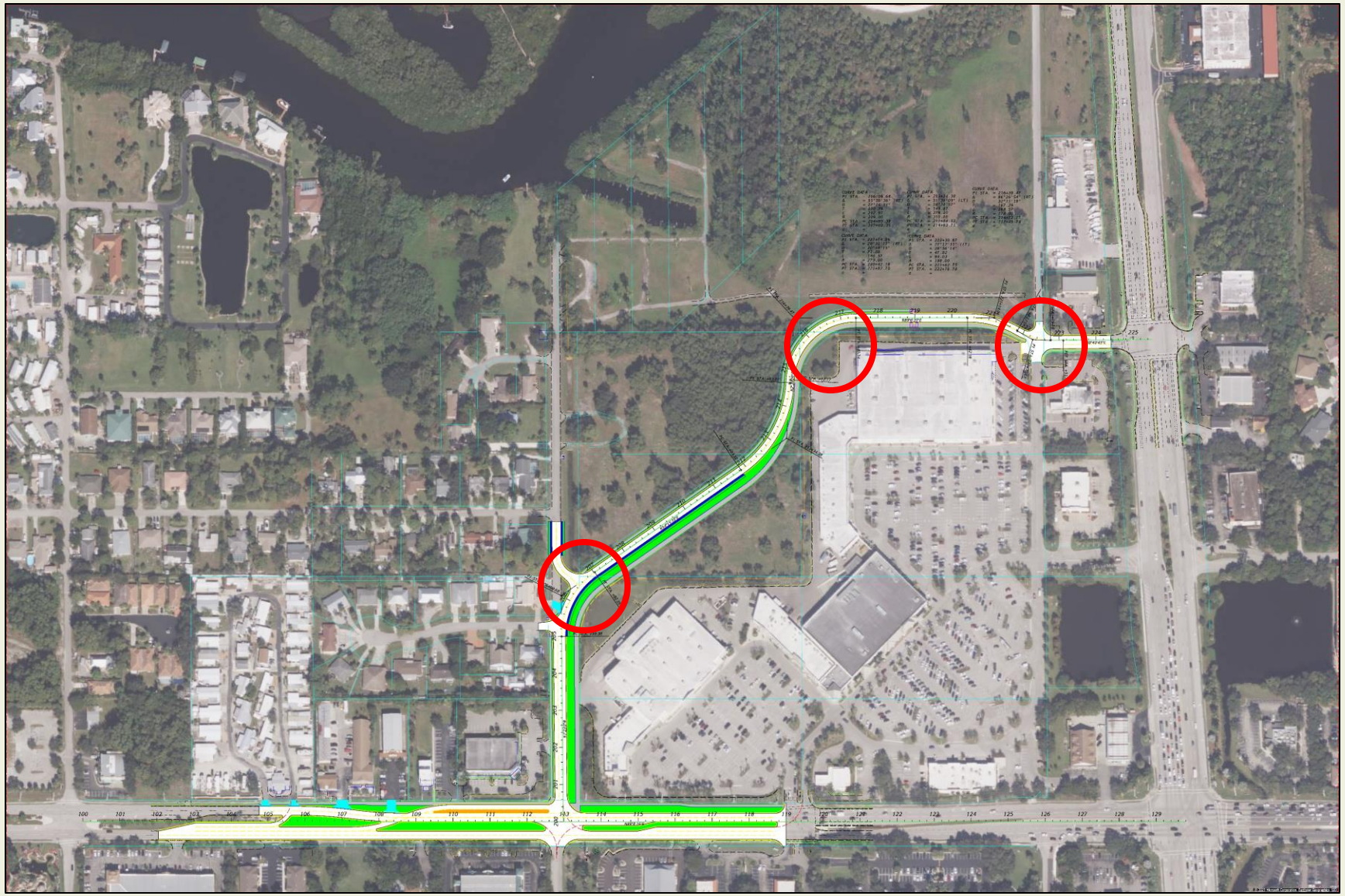
Alternatives Comparison

Alignment	Safety	Environmental	Construction Cost	Right of Way Cost	Travel Time
NW-1	High	Medium	High	High	Low
NW-2	Medium	Medium	Medium	Medium	Medium
NW-3	High	Medium	Medium	High	Low
NW-4	High	Medium	Medium	Low	Low

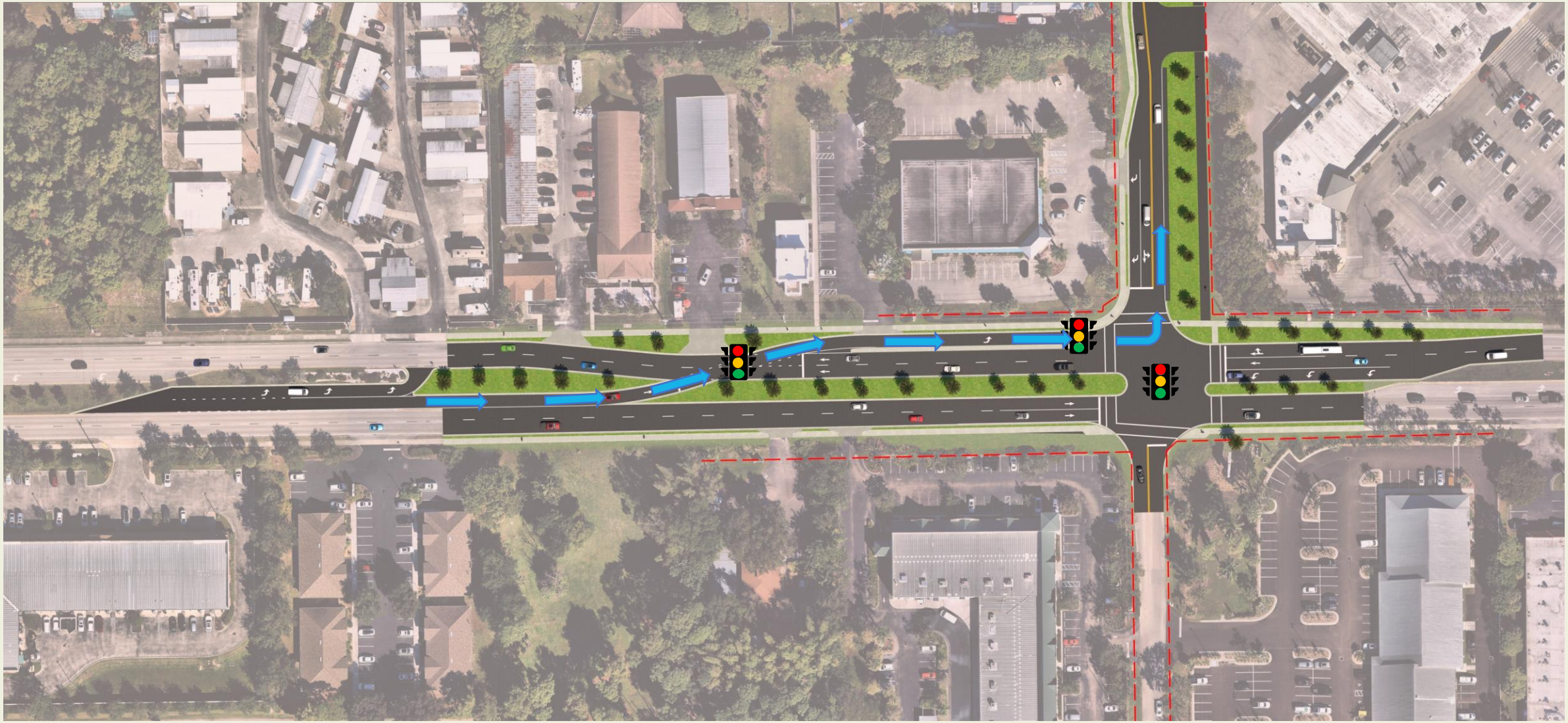
Recommended Alignment Alternative 4



Right of Way Needs – Alternative 4



Recommended Intersection: Continuous Flow Intersection (CFI)



No Build Vs Build Intersection Results

- Design Year 2045

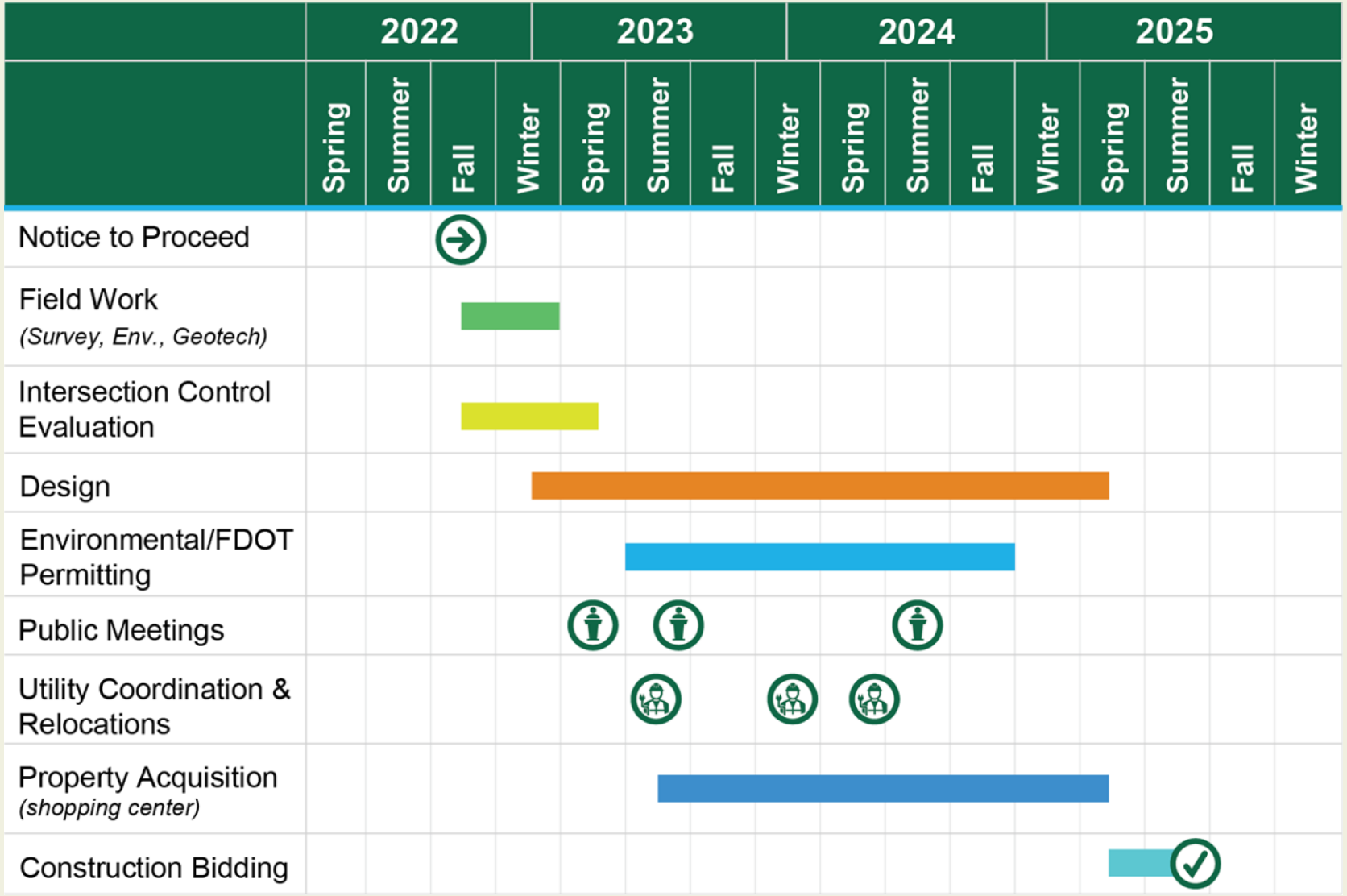
Intersection	No Build		Alt 1 CFI		Alt 2 Standard Signal	
	AM	PM	AM	PM	AM	PM
US 41 at Bonita Beach Road (Signalized)	E	E	E	E	E	E
US 41 at Boston Road (TWSC)	C	A	B	B	B	C
US 41 at Center of Bonita Springs North Access (Signalized)	C	C	C	D	C	D
Bonita Beach Road at Center of Bonita Springs Access (Signalized)	C	D	C	C	B	C
Bonita Beach Road at Windsor Road	A	F	C	C	C	C
Bonita Beach Road at Bonita Heights (TWSC)	A	E	A	A	A	A

Note 1: Intersection delay for unsignalized intersection calculated as a weighted average of individual movements delays
Note 2: Intersection of Bonita Beach Road at Windsor Road operates as TWSC under no build conditions and as signalized under Alternatives 1 and 2

Qualitative Alternative Analysis

Criterion	Alternative 1 CFI	Alternative 2 Standard Traffic Signal
Construction and Maintenance Cost	Moderate	Low
ROW and Environmental Impacts (based on Footprint)	Moderate	Moderate
Traffic Operational Performance	High	High
Heavy Truck/Vehicle Operational Efficiency	High	High
Traffic Safety Performance	Moderate	Moderate
Potential to Accommodate Future Growth (based on v/c from Cap-X)	High	Moderate

Looking Forward





Questions?

Comments?

City of Bonita Springs Florida
Small Town Charm. Big Bright Future.

100 years RK&K

Conclusions

1) Request for approval of study and Recommended Alternative 4

2) Request for approval of CFI Intersection Alternative

City Council Chambers
9101 Bonita Beach Road
Bonita Springs, FL 34135

BONITA SPRINGS
CITY COUNCIL
MEETING MINUTES

April 5, 2023
9:00 a.m.

Draft

1. **Call to Order**
   Mayor Rick Steinmeyer called the meeting to order at 9:00 a.m.

2. **Invocation**
   Invocation provided by Rev. Ann Grandell from Gulf Shore Church.

3. **Pledge of Allegiance**
   Mayor Steinmeyer led the Pledge of Allegiance.

4. **Roll Call**
   Mayor Steinmeyer motioned to allow Council Member Fred Forbes to participate by phone; Council Member Corrie seconded; and the motion carried unanimously. Clerk Sheffield called the roll. All Council Members were in attendance.

5. **Approval of Agenda**
   No objections or change requests were noted.

6. **Mayor's Welcome**
   Mayor Steinmeyer welcomed attendees and thanked them for their participation.

7. **Public Comment on Agenda Items**

   Kyle Moran - Expressed support for the adoption of the proposed ordinance under Agenda Item 13- Limitations on Thru Truck Traffic.

   Ron George - Expressed his support for the proposed ordinance under Agenda Item 13- Limitations on Thru Truck Traffic.

8. **Zoning and Land Use Items:**
   None

9. **Proclamations and Presentations:**

A. Proclamation designating the month of April 2023 as Fair Housing Month in the City (Green Sheet No. 23-04-070)

Mayor Steinmeyer read the proclamation into the record.

Draft

B. Presentation of Ten Years of Service Award to City Employee Clara Fette

Mayor Steinmeyer, together with City Manager Hunter and Director of Financial and Administrative Services Lisa Griggs Roberson, presented the service award.

10. **Consent Agenda:**

Council Member Corrie motioned to approve the Consent Agenda; Council Member Carr seconded; the motion carried unanimously.

A. Approval of the March 1, 2023 City Council Meeting Minutes

B. Approval of the March 1, 2023 City Council Transportation Workshop Minutes

C. Approve the change order from CFS Roofing Services, Inc for the Liles Hotel Roof Replacement Project and the resolution for budget transfer in the amount of $69,640. (Green Sheet No. 23-04-059)

D. Approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement and the resolution for budget transfer in the amount of $56,650 for Bonita Springs Skate Park Perimeter Wall Repair and renovation. (Green Sheet No. 23-04-060)

E. Approve a six (6) month extension to the artist cottage tenants with a valid agreement during the 6-month vacancy caused by Hurricane Ian and authorize staff to advertise for Artists and other similar vendors for use of Artist Cottages at Riverside Park (Green Sheet No. 23-04-061)

F. Approve grant agreement with Florida Department of Environmental Protection for Beach Renourishment to replace sand removed by Hurricane Ian in the amount of $2,180,620.92 (Green Sheet No. 23-04-062)

G. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-04-063)

H. Approve annual update to employee salary ranges. (Green Sheet No. 23-04-064)

I. Approve two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program (Green Sheet No. 23-04-065)

J. Approve the special event permit for the Celebrate Bonita Festival 2023 and the closure of Old US 41 Road from Wilson street to Ragsdale Street on Saturday, April 29th, 2023. (Green Sheet No. 23-04-066)

K. Approve tenant relocation assistance for structures acquired through the CDBG- DR Voluntary Home Buyout Program. (Green Sheet No. 23-04-068)

- Opportunity for City Council Comments on Consent Agenda

Draft

11. **Mayor and Council Member Items**:
None

12. **Public Hearing:**

A. Second Reading and Public Hearing of the following Ordinance: AN ORDINANCE OF THE CITY OF BONITA SPRINGS AUTHORIZING THE LEASE OF A PORTION OF REAL PROPERTY WITHIN LEITNER NEIGHBORHOOD PARK TO CAFÉ OF LIFE; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-04-067)

Clerk Sheffield read the Ordinance into the record by title only. Council Member Carr motioned to approve; Council Member Purdon seconded. Clerk Sheffield called the roll; the motion carried unanimously. ***Ordinance 2023-01 Adopted***

13. **City Attorney's Items:**

A. First reading of AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; AMENDING THE BONITA SPRINGS CITY CODE, CHAPTER 40 – TRAFFIC AND MOTOR VEHICLES, AND CREATING A NEW ARTICLE IV – LIMITATIONS ON THRU TRUCK TRAFFIC; PROVIDING CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, AND AN EFFECTIVE DATE. (Green Sheet No. 23-04-069)

Clerk Sheffield read the Ordinance into the record by title only. Council Member Corrie motioned to move to second reading; Council Member Carr seconded.

City Attorney Rooney requested that the second reading of the Ordinance be scheduled for May 3 rather than April 19, to allow time to receive requested responses from the Sheriff's Department pertaining to language and enforceability. The motion maker (Council Member Corrie) and the motion second (Council Member Carr) agreed to amend the motion accordingly to stipulate second reading on May 3. Clerk Sheffield called the roll; the motion carried unanimously.

14. **City Manager's Items:**

A. Authorize staff to submit a Pre-Disaster Mitigation Grant Application for congressionally designated funds and provide the required match funding for the application. (Green Sheet No. 23-04-071)

City Manager Hunter informed Council that the Pre-Disaster Mitigation Grant requires a local match. As such, if Council would like staff to move forward with the grant application, Council's commitment to providing match funding is a necessary component of the application.
Mayor Steinmeyer motioned to approve; Council Member Carr seconded; the motion carried unanimously.

Draft

B. Update regarding Hurricane Ian recovery

Community Development Director John Dulmer presented a statistical report that included phone calls, emails, restoration and repair permits, permit counter customers, and application submittals. (Report on file in the City Clerk's Office)

15. **Mayor and Council Member Reports**

Mayor Steinmeyer – Thanked everyone involved in the effort to clean debris from the mangroves between Hickory Blvd Beach Access 3 and Access 5.

Council Member Bogacz – Informed Council that she is unable to attend or participate remotely in the City Council meeting on April 19 due to a work conference.

Council Member Corrie – Provided a report on the Metropolitan Planning Organization (MPO) meeting that he attended as the alternate. The MPO unanimously approved the proposal drafted by Council Member Forbes, to move to the next step in the Rails to Trails project. Also, regarding the Recovery Task Force, all organizations represented, including the City of Bonita Springs, must name an alternate member to serve in the absence of the primary member.

Council Member Forbes – Provided a report on meetings with state legislators in Tallahassee, stating the trip was successful and expressing optimism that the City might receive funding next year.

Council Member Fullick – Provided an update on the Tourist Development Council (TDC), stating there has been a decrease in bed tax revenue. Also, a comprehensive report conducted with the Bonita Springs Downtown Business Alliance (BSDBA) will be available for viewing on the BSDBA website.

Council Member Carr – Stated that she attended the Ace Hardware Green EGGfest at Riverside Park, which was a successful event with proceeds going to local charities.

Council Member Purdon – Reported that the meetings with the legislators in Tallahassee were very helpful and feels that something positive will come from the trip. Also, welcomed the new city clerk, Mike Sheffield.

Other Council Action

- **Request for Letter of Support - Larry Kiker Berm Project**

  City Manager Hunter informed Council of a request from Lee County staff for City Council to submit a letter of support for the Larry Kiker berm project to our federal delegation, similar to the support letter recently submitted by Council to our state delegation.

  Council Member Fullick motioned to approve the support letter; Mayor Steinmeyer seconded; the motion carried unanimously.

Draft

- **Nominations for Alternate Member of the Recovery Task Force**

  Mayor Steinmeyer asked for nominations for alternate member of the Recovery Task Force.

  Council Member Carr offered to serve in the position and nominated herself.

  Council Member Purdon nominated Council Member Forbes; Council Member Bogacz seconded the nomination of Council Member Forbes.

  Hearing no further nominations or seconds, Mayor Steinmeyer asked the Clerk to call the roll; the nomination of Council Member Forbes carried 6-1 (Council Member Carr opposed).

16. **Public Comment**

Emily Porter – Provided an update on the Friends of Bonita Estero Rail Trail and expressed appreciation for the Council's support and enthusiasm for the project.

17. **Adjournment**

There being no further business, the meeting adjourned at 9:55 a.m.

Prepared by:

_____
Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

_____
Rick Steinmeyer, Mayor

Draft

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-072
April 19, 2023

REQUESTED MOTION: Approve the award of the Bridge Maintenance & Repair Project RFB 23-05 to the lowest responsive, responsible bidder, Zep Construction, Incorporated in the bid amount of $439,510.00, upon approval of all documentation.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: # 2 Transportation

BACKGROUND:

On February 13, 2023, City staff advertised for sealed bids for the Bridge Maintenance & Repair Project RFB 23-05

On March 30, 2023, the City received four (4) sealed bids as follows:

- Zep Construction, Inc. $439,510.00
- Titan Construction Management, LLC $464,887.50
- V & H Construction, Inc. $536,739.00
- Villa-Fuerte Construction, LLC $599,235.00

Funding from 30.250.541.6343

STAFF RECOMMENDATION: Accept lowest responsive, responsible bid from Zep Construction, Inc. in the amount of $439,510.00 for the Bridge Maintenance & Repair Project.

ATTACHMENTS:

1. Bid Results

REVIEWERS:

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

CITY OF BONITA SPRINGS BRIDGE MAINTENANCE & REPAIR
RFB 23-05
DUE MARCH 30, 2023 @ 2:00 P.M.

The City of Bonita Springs received four (4) bids for the Bridge Maintenance & Repair Project.

They are as follows:

• Zep Construction, Inc.	$439,510.00
• Titan Construction Management, LLC	$464,887.50
• V & H Construction, Inc.	$536,739.00
• Villa-Fuerte Construction, LLC	$599,235.00

BID OPENING MARCH 30, 2023

CITY OF BONITA SPRINGS - BRIDGE REPAIRS TOTAL

ZEP/BID TAB

Project: City of Bonita Springs Bridge Repair Program				
Bridge No.	**Description**	**Quantity**	**Unit**	**Cost**
120023	CR887 over Oak Creek	1	LS	$19,990.00
124002	Tarpon Ave over Imperial Canal	1	LS	$89,425.00
124004	Kentucky Street over Oak Creek	1	LS	$74,178.00
124005	Matheson Ave over Imperial River	1	LS	$93,716.00
124076	Pennsylvania Ave over Oak Creek	1	LS	$12,736.00
124084	East Terry Street over Leitner Creek	1	LS	$46,990.00
124088	Old 41 Road over Imperial River Repairs	1	LS	$102,475.00
			BID TOTAL	**$439,510.00**

BID OPENING MARCH 30, 2023

CITY OF BONITA SPRINGS - BRIDGE REPAIRS TOTAL

Titan/BID TAB

Project: City of Bonita Springs Bridge Repair Program				
Bridge No.	**Description**	**Quantity**	**Unit**	**Cost**
120023	CR887 over Oak Creek	1	LS	$27,615.00
124002	Tarpon Ave over Imperial Canal	1	LS	$96,232.00
124004	Kentucky Street over Oak Creek	1	LS	$90,930.00
124005	Matheson Ave over Imperial River	1	LS	$82,635.00
124076	Pennsylvania Ave over Oak Creek	1	LS	$34,965.00
124084	East Terry Street over Leitner Creek	1	LS	$42,525.00
124088	Old 41 Road over Imperial River Repairs	1	LS	$89,985.00
			BID TOTAL	**$464,887.00**

BID OPENING MARCH 30, 2023

CITY OF BONITA SPRINGS - BRIDGE REPAIRS TOTAL

V & H/BID TAB

Project: City of Bonita Springs Bridge Repair Program				
Bridge No.	**Description**	**Quantity**	**Unit**	**Cost**
120023	CR887 over Oak Creek	1	LS	$17,745.00
124002	Tarpon Ave over Imperial Canal	1	LS	$110,040.00
124004	Kentucky Street over Oak Creek	1	LS	$113,694.00
124005	Matheson Ave over Imperial River	1	LS	$118,755.00
124076	Pennsylvania Ave over Oak Creek	1	LS	$27,405.00
124084	East Terry Street over Leitner Creek	1	LS	$38,850.00
124088	Old 41 Road over Imperial River Repairs	1	LS	$110,250.00
			BID TOTAL	**$536,739.00**

BID OPENING MARCH 30, 2023

CITY OF BONITA SPRINGS - BRIDGE REPAIRS TOTAL

VillaFuerte /BID TAB

Project: City of Bonita Springs Bridge Repair Program				
Bridge No.	**Description**	**Quantity**	**Unit**	**Cost**
120023	CR887 over Oak Creek	1	LS	$25,042.50
124002	Tarpon Ave over Imperial Canal	1	LS	$130,725.00
124004	Kentucky Street over Oak Creek	1	LS	$140,175.00
124005	Matheson Ave over Imperial River	1	LS	$136,867.50
124076	Pennsylvania Ave over Oak Creek	1	LS	$23,100.00
124084	East Terry Street over Leitner Creek	1	LS	$39,900.00
124088	Old 41 Road over Imperial River Repairs	1	LS	$103,425.00
			BID TOTAL	**$599,235.00**

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-073
April 19, 2023

REQUESTED MOTION: Adopt Resolution accepting the resignation of Lester James from the City of Bonita Springs Outreach Advisory Committee.

REQUESTOR: Council Member Jesse Purdon, District 2

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND: Board Member Lester James has notified staff of his resignation from the City of Bonita Springs Outreach Advisory Committee effective April 11, 2023.

Resolution 18-69 states that the Outreach Committee will consist of nine members, appointed pursuant to the provisions of Section 18 of the City Charter. There are currently two vacancies on the committee.

Staff will advertise the vacancies in accordance with the Administrative Code.

STAFF RECOMMENDATION: Approve.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; ACCEPTING THE RESIGNATION OF ONE MEMBER FROM THE CITY OF BONITA SPRINGS OUTREACH ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution 18-69 states that the Outreach Committee will consist of nine members, appointed pursuant to the provisions of Section 18 of the City Charter; and

WHEREAS, Board Member Lester James submitted his resignation from the Outreach Advisory Committee on April 11, 2023.

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

1. The resignation of Lester James from the Outreach Advisory Committee is hereby accepted.

2. Effective date. This Resolution shall become effective immediately upon its adoption by City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 19th day of April, 2023.

AUTHENTICATION:

_____ _____
Mayor City Clerk

APPROVED AS TO FORM:_____
City Attorney

Vote:

Bogacz	Corrie
Purdon	Fullick
Carr	Forbes
Steinmeyer	

Date filed with City Clerk: _____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-074
April 19, 2023

REQUESTED MOTION: Approve contract agreement with Pegasus Engineering, LLC for Grant Management Services (RFP #22-08) for the CDBG-MIT East Terry Street Stormwater and Multi-Use Pathway Project

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

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

BACKGROUND: Staff issued a Request for Proposals (RFP #22-08) on January 9, 2023 for Grant Management Services for the Community Development Block Grant – Mitigation (CDBG-MIT) projects. The submittal deadline was February 8, 2023. The City received eight (8) proposals on February 8, 2023.

On March 15, 2023 City Council approved the Selection Committee's recommendation to negotiate a contract with the top ranked firm, Pegasus Engineering, LLC.

STAFF RECOMMENDATION: Approve contract agreement with Pegasus Engineering, LLC for Grant Management Services (RFP #22-08) for the CDBG-MIT East Terry Street Stormwater and Multi-Use Pathway Project

ATTACHMENTS:

1. Pegasus Engineering LLC Contract Agreement

REVIEWERS:

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

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 _____, 2023, 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 PEGASUS ENGINEERING, LLC (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: COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) GRANT MANAGEMENT SERVICES RFP #22-08, 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 – Mitigation (CDBG-MIT) 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-MIT 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 DESGIN-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.**

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:

Pegasus Engineering, LLC

301 West State Road 434, Suite 309

Winter Springs, FL 32708

Telephone Number: (407) 992-9160

Fax Number: (407) 358-5155

ATTENTION: David W. Hamstra, P.E., CFM
Stormwater Department Manager

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 tie 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)

Juan Fong, P.E., Principal/MGRM
(Title)

DATE: April 7, 2023

CORPORATE SEAL



EXHIBIT A

Scope of Professional Services
RFP #22-08
CDBG-MIT Grant Management Services

Date: March 13, 2023

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 2.0 - PUBLIC FACILITIES PROJECTS (I.E., STORMWATER AND MULTI-USE PATHWAY IMPROVEMENTS)

A. Complete and submit to DEO within thirty (30) days of Agreement execution, a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:
   1. Organizational Chart; and
   2. Job descriptions for Subrecipient's (the City) employees, contracted staff, vendors, and contractors.

B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
   1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
   2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
   3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
   4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste, and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
   5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.

D. Upload required documents into a system of record provided by DEO.

E. Complete and submit an updated Project Budget for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.

F. Maintain organized project files and make them accessible to DEO or its representatives upon request.

G. Comply with all terms and conditions of the City's Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.

H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient (the City) will be required to postpone procurement and submit revised documents for review and approval.

I. Complete procurement of all applicants for internal grants management, compliance and direct program and product production, including:

1. Selection of applicants, subrecipients and/ or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
2. Selection of applicants, subrecipients and/ or staff that will be responsible for appraisal, environmental review, title services and legal services.
3. Copies of all contracts to be executed by the City. Contracts must be provided to DEO prior to execution. Any contract executed by the City must follow the terms and conditions set forth in the City's Agreement with DEO. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact the City regarding changes. The City is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, the City will be required to complete the selection process once more.

J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to the City being able to commit CDBG-MIT funds.

K. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:

1. A revised detail report measuring the actual cost versus the project cost.
2. An updated Activity Work Plan which documents any changes to the project progress along with justification for the revision.

L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.

M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:

1. Submit updated organization chart on a quarterly basis with quarterly report.
2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
3. A progress report documenting the following information:
    a. Accomplishments within the past quarter;
    b. Issues or risks that have been faced with resolutions; and
    c. Projected activities to be completed within the following quarter.

N. The City shall adhere to the deadlines for the project identified in the Activity Work Plan. If the City is unable to meet a deadline within thirty (30) calendar days of the due date, the City shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of the Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.

O. A close out report will be due no later than sixty (60) calendar days after the Agreement ends or is otherwise terminated.

NOTE: Scope of work is taken from DEO agreements between the City of Bonita Springs and the DEO as requested by DEO. City to define tasks with Consultant as required.

EXHIBIT B

Compensation and Method of Payment
RFP #22-08
CDBG-MIT Grant Management Services

Date: March 13, 2023

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 #22-08
CDBG-MIT Grant Management Services

Consultant's Personnel Hourly Rate Schedule*

Date: March 13, 2023

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: Pegasus Engineering, LLC
(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
Grant Program Manager	$195.00
Grant Project Manager/Senior Project Engineer	$185.00
Senior Grant Management Specialist/ Senior Project Engineer	$185.00
Grant Management Assistant/Project Engineer	$150.00
Grant Management Support/GIS Designer-CAD Technician	$100.00
Grant Management Support/Administrative Assistant	$ 85.00
Incidentals	
Mileage	$0.656/mile
Copies/Prints	
Black/White	
8.5" x 11"	$0.10/page
11" x 17"	$0.15/page
Color	
8.5" x 11"	$1.00/page
11" x 17"	$1.50/page
Plots (In-House)	
Color	$5.00/SF
B&W	$0.15/SF
Overnight Deliver	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost

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

EXHIBIT C

Time and Schedule of Performance
RFP #22-08
CDBG-MIT Grant Management Services

Date: March 13, 2023

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 2.0	Stormwater and Multi-Use Pathway Program Grant Management	630	630

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
RFP #22-08
CDBG-MIT Grant Management Services

Date: March 13, 2023

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
RFP #22-08
CDBG-MIT Grant Management Services

Date: March 13, 2023

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
RFP #22-08
CDBG-MIT Grant Management Services

Date: March 13, 2023

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 RFP #22-08 CDBG-MIT Grant Management 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: Pegasus Engineering, LLC

BY: _____

TITLE: Principal

The foregoing instrument was signed and acknowledged before me this 7th day of April, 2023,

by Juan Fong, P.E. who is personally known OR has produced _____
(Print or Type Name) (Type of Identification & Number)

as identification.

Priscilla Villanueva
Notary Public Signature

HH 256159 / April 27, 2026
Notary Commission Number/Expiration

Notary Public State of Florida
Priscilla Villanueva
My Commission
HH 256159
Exp. 4/27/2026

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**
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ **The policy shall be endorsed to provide a waiver of subrogation in favor of the City.** 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.
☒ Employer's Liability	$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ **$**1,000,000 per occurrence, **$**1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	☒ **$** 1,000,000 Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft **$** _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. **STATUTORY** ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. **$** _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) **Full insurable value of the scope of the work** ☐ Pollution **$** _____ Per Occurrence ☒ Professional Liability **$**1,000,000 per claim and in the aggregate ☐ Umbrella Excess **$** _____ Per Occurrence
☐ Railroad Right of Way	☐ Railroad Protective Liability Insurance per occurrence limit of not less than **Two Million Dollars ($2,000,000)** and aggregate limits of **Six Million Dollars**

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

☒ 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

Pegasus Engineering, LLC
Company Name

00-607-1694
UEI Number

Signature

April 7, 2023
Date

Juan Fong, P.E., Principal
Print Name and Title

301 West State Road 434, Suite 309
Street Address

Winter Springs, Florida 32708
City, State, Zip

For City of Bonita Springs use only

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

Company: [ ] is debarred [ ] is not debarred

Verified by: _____ Date: _____
Name

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 **RFP #22-08**, for **CDBG-MIT Grant Management Services.**

2. This sworn statement is submitted by Pegasus Engineering, LLC whose business
[Name of entity submitting sworn statement]

   address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708 and (if

   applicable) its Federal Employer Identification Number (FEIN) is 26-0806410 (If the entity has no

   FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is Juan Fong, P.E. and my relationship to the above is
[Please print name of individual signing]

   Principal.

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]**

[X] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)
[X] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[X] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1 Million or more)
[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[X] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)
[X] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[X] Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)
[X] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

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

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

AFFIANT

Juan Fong, P.E.
Typed Name of AFFIANT

Principal
Title

STATE OF Florida COUNTY OF Seminole

The foregoing instrument was executed before me this 7th day of April, 2023,

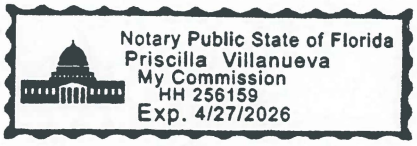
by Juan Fong, P.E. as Principal of

Pegasus Engineering, LLC, 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.

Priscilla Villanueva
NOTARY PUBLIC, State of Florida

(stamp)



THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

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

Scrutinized Companies that Boycott Israel List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in Sudan List:
[ ] entity is **NOT** on list [ ] entity is on list

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
[ ] entity is **NOT** on list [ ] entity is on list

Business Operations in Cuba or Syria:
[ ] entity is **NOT** on list [ ] entity is on list

Verified by:_____ Date:_____
Print Name

PEGAENG-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/6/2023

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).

PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER A : Phoenix Insurance Co.	25623
	INSURER B : Travelers Prop & Cas of Amer	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6802H633696	9/18/2022	9/18/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X	X	6802H633696	9/18/2022	9/18/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	CUP5D257010	9/18/2022	9/18/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A		X	UB5J589774	9/18/2022	9/18/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) GRANT MANAGEMENT SERVICES RFP #22-08
Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

City of Bonita Springs
9101 Bonita Beach Road
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

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CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-075
April 19, 2023

REQUESTED MOTION: Approve two sales contracts to acquire property located at 27721 and 27701 Donegal Drive and approve the issuance of earnest money to bind the contract with the seller.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management and #4 Environmental Protection

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BACKGROUND: The Voluntary Home Buyout Program's (VHBP) focus incorporates the neighborhood known as the Quinn/Downs/Dean West of Imperial Parkway area. The City has acquired a number of structures on individual small lots in this neighborhood. The focus of the acquisition is to relocate homeowners out of the floodplain area and to enhance the City's stormwater infrastructure system.

In addition to individual single-family lots with structures, the City is also focusing on larger vacant parcels that can be used to enhance stormwater infrastructure improvements.

There are two (2) vacant parcels currently for sale at 27721 and 27701 Donegal Drive. The parcels combined are approximately 0.63 acres and owned by the same person. The City would use the parcels in the future for stormwater management in the neighborhood.

Staff has completed an appraisal to determine the sales price and is in the process of commissioning a title search and survey to be completed prior to closing.

STAFF RECOMMENDATION: Approve the sales contract to acquire property located at 27721 and 27701 Donegal Drive and approve the issuance of earnest money to bind the contract with the seller

ATTACHMENTS:

1. 27721 Donegal Drive Sales Contract
2. 27701 Donegal Drive Sales Contract

REVIEWERS:

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

Vacant Land Contract

1. Sale and Purchase ("Contract"): Karen Avramidis ("**Seller**") and City of Bonita Springs ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 27721 Donegal DR, Bonita Springs, FL 34135
Legal Description: PARL IN SW 1/4 OF NW 1/4 OF SE 1/4 DESC IN OR 4683 PG 1638 AKA LOTS 22 + 23 OF UNREC BONITA GARDENS SUBD UNIT 1
SEC ___/TWP /___/RNG ___ of Lee County, Florida. Real Property ID No.: 36-47-25-B3-00015.2120
including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 95,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Ross Escrow and Title
Escrow Agent's Contact Person: Christian Ross
Escrow Agent's Address: 8950 Fontana Del Sol Way, Naples, FL 34109
Escrow Agent's Phone: 239.434.7700
Escrow Agent's Email: contracts@rossescrow.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
after Effective Date ..... $ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $_____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... _____

(d) Other: _____ ..... $_____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 90,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before April 21, 2023, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on August 31, 2023 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) NA, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☒ **Seller's** ☐ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☒ at least 15 days before Closing Date, (**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (**Check (1) or (2)**)

(1) ☐ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☒ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: Seller and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

* Debbie Turkett — **Seller's** Sales Associate/License No.

Dawn M Wheldon 3530831 — **Buyer's** Sales Associate/License No.

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dturkett@comcast.net	Dawn@faristeam.com
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
	847-331-4989
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Premiere Plus Realty Company	Faris Team Real Estate
Listing Brokerage	**Buyer's Brokerage**
3409 Pelican Landing Parkway, Bonita Spring	999 Vanderbilt Beach Rd. Suite 200, Naples, FL 34108
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**)

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other _____

23. Additional Terms: Both Buyer and Seller agree to adjust the close date to account for the process of obtaining a final survey encompassing the establishment of a mean high water line through the Florida Dept. Of Environmental Protection and or tidal study if required.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____

Print name: City of Bonita Springs

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: 9101 Bonita Beach Beach Rd. SE, Bonita Springs Fl.34135

Phone: 239-949-6262 Fax: _____ Email: elly.mckuen@cityofbonitasprings.org

Seller: _____ Date: _____

Print name: _____

Seller: _____ Date: _____

Print name: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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Vacant Land Contract

1. Sale and Purchase ("Contract"): Karen Avramidis ("**Seller**") and City of Bonita Springs ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 27701 Donegal DR, Bonita Springs, FL 34135

Legal Description: FR SW COR OF NW 1/4 OF SE 1/4 RUN E ALG C/L DEAN ST 555 FT TH N 305 FT TO POB N86 TO WATER LN TH NLY TO E LN OF SW 1/4 OF NW 1/4 OF SE 1/4 TH S TO PT E OF POB W TO POB AKA LOTS 24 + 25 UT 1 BONITA GARDENS UNREC

SEC ___/TWP /___/RNG ___ of Lee County, Florida. Real Property ID No.: 36-47-25-B3-00015.2140 including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 115,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Christian Ross

Escrow Agent's Contact Person: Christian Ross

Escrow Agent's Address: 8950 Fontana Del Sol Way, Naples, FL 34109

Escrow Agent's Phone: 239.434.7700

Escrow Agent's Email: contracts@rossescrow.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 3 days (3 days if left blank) after Effective Date ..... $ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 110,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before April 21, 2023, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on August 31, 2023 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☒ **Seller's** ☐ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☒ at least 15 days before Closing Date, (**Check one**)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (**Check (1) or (2)**)

(1) ☐ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☒ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: Seller and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

* Debbie Turkett — **Seller's** Sales Associate/License No.

Dawn M Wheldon 3530831 — **Buyer's** Sales Associate/License No.

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dturkett@comcast.net	Dawn@faristeam.com
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
	847-331-4989
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
Premiere Plus Realty Company	Faris Team Real Estate
Listing Brokerage	**Buyer's Brokerage**
3409 Pelican Landing Parkway, Bonita Spring	999 Vanderbilt Beach Rd. Suite 200, Naples, FL 34108
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**)

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. Other _____

23. Additional Terms: Both Buyer and Seller agree to adjust the close date to account for the process of obtaining a final survey encompassing the establishment of a mean high water line through the Florida Dept. Of Environmental Protection and or tidal study if required.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: _____ Date: _____
Print name: City of Bonita Springs
Buyer: _____ Date: _____
Print name: _____

Buyer's address for purpose of notice:

Address: 9101 Bonita Beach Rd. SE
Phone: 239-949-6262 Fax: _____ Email: elly.mckuen@cityofbonitasprings.org

Seller: _____ Date: _____
Print name: _____
Seller: _____ Date: _____
Print name: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-078
April 19, 2023

REQUESTED MOTION: Approve a sub-recipient agreement between Lee County and the City of Bonita Springs for FY2020-2021 (unallocated balance), FY2021-2022 and FY2022-2023 Community Development Block Grant Entitlement Funds

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #5 Strengthen/Enhance City Finances

BACKGROUND: HUD recognizes Lee County as an Urban County in the CDBG entitlement program. As such, the County is designated as the Lead Agency for the City's yearly entitlement funds. Since 2004, Bonita Springs has partnered with Lee County through an Urban County Cooperation Agreement to manage the yearly entitlement allocation.

Staff received the attached sub-recipient agreement from Lee County Human and Veterans Services. The one-year agreement covers the following CDBG fiscal years: FY2020-2021(unallocated funds - $27,608), FY2021-2022 ($362,504) and FY2022-2023 ($277,999) for a total contract allocation of $668,111 .

The City has designated the funds be expended on design and construction plans for a multi-use pathway along Rosemary Drive. The agreement identifies the project staff contacts, provides for payment requests, quarterly beneficiary reports, quarterly construction reports, insurance from City of Bonita Springs to Lee County.

STAFF RECOMMENDATION: Approve a sub-recipient agreement between Lee County and the City of Bonita Springs for FY2020-2021 (unallocated balance), FY2021-2022 and FY2022-2023 Community Development Block Grant Entitlement Funds

ATTACHMENTS:

1. CDBG Entitlement Contract Agreement

REVIEWERS:

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

Lee County
Southwest Florida

Board of County Commissioners
HUMAN & VETERAN SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT

Subrecipient Contract

with

City of Bonita Springs

May 01, 2023-April 30, 2024

Lee County
Human &
Veteran Services

CSFA # _____
CFDA # _____
Contract No. _____
Funding Source: CDBG____

STANDARD NONPROFIT/GOVERNMENT CONTRACT
SUBRECIPIENT CONTRACT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
CITY OF BONITA SPRINGS

THIS CONTRACT between Lee County, a political subdivision and Charter County of the State of Florida, hereinafter referred to as "**COUNTY**" and **CITY OF BONITA SPRINGS** a Nonprofit Corporation/Government/Municipality registered under the laws of Florida Chapter 617, operating under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**" will become effective upon the date approved by the Board of County Commissioners (BOCC).

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I: SCOPE OF SERVICES

Design services only for a ten (10) foot wide multi-use pathway within the existing right of way of Rosemary Drive. In addition to the pathway improvements the design will include landscape (trees, shrubs, groundcover and grasses), along with pathway lighting and signage. The westerly boundary of the project is Old 41 Road and will run easterly to Vagabond Way. The City will construct the improvements separate from this agreement and will follow the required CDBG regulations, i.e., bidding requirements, Davis Bacon, progress reporting (as applicable), etc. The pathway is located within a Low Moderate Income Area (LMA).

ARTICLE II: TERM OF CONTRACT

This Contract shall begin **May 1, 2023** and end, **April 30, 2024** unless terminated as specified in Article IX, Suspension/Termination.

For unit rate contracts, programs must be operational within 45 days of contract begin date (identified above).

ARTICLE III: COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **$668,111.00.** Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT and prior to the payment request date. Documentation of eligible expenses will be provided as stated in ARTICLE III C. Contract Deliverables. Payment is subject to the provisions of ARTICLE III B. Deferred Payment/Return of Funds and ARTICLE IX: SUSPENSION/TERMINATION. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. For unit rate contracts, this contract is for the payment of a fixed number of units of service at the fixed unit rate. For

line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

Program	Capacity Building: Description	Line Item: Annual Budget Amount	Line Item: N/A	Total
CDBG	Engineering and Design	$668,111.00		$668,111.00

For Partnering for Results (PFR) contracts, Lee County will fund no more than 40% of the program's actual cash expenses. The agency must be able to substantiate receipt of at least 60% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses. Capacity building funds may be approved.

Once funding is approved and a contract issued by Human and Veteran Services (HVS) it must be returned by the agency for execution within 30 days. In addition, funds must begin to be drawn within 60 days of contract execution unless the Contract Coordinator authorizes additional time. Failure to return signed contract or begin spending funds within allocated time frame may result in reduction or forfeiture of funds.

B. Deferred Payment/Return of Funds

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to the **COUNTY** or a repayment agreement is accepted by **COUNTY**. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 40% of program expenses. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

☒ EXHIBIT 1 and Exhibit 1A - Payment Request - Due: Monthly by the 20th of the

following month. All payments will be **reimbursement** for eligible expenses/services defined as uncompensated expenses rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be authorized by Human and Veterans Services. **Reimbursement** for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Lee County must be payor of last resort, meaning that if services are eligible to be billed to any other entity including but not limited to: Medicaid, third party insurance or any other entity, Lee County will not pay for that service.

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the **PROVIDER'S** check issued with authorized signature. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. **For PFR contracts**, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified.

If applicable, processing of payment requests is also subject to requirements and conditions as outlined in Attachment A, Program Guidelines.

☐ **EXHIBIT 2-** Program/Demographics/Beneficiary Report –Due: As indicated on Exhibit 2.

☒ **EXHIBIT 3** – Performance Outcomes Report – Due: As indicated on Exhibit 3.

☐ **EXHIBIT 4** – Revenue and Expenses Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31). Documentation to support expenditures and revenue MUST be uploaded i.e. QuickBooks; Profit/Loss Statement.

☐ **EXHIBIT 5-** Annual Progress Report or Closeout Report- Due as indicated on Exhibit 5 and/or in Section D.

☒ **EXHIBIT 6** - Certificate of Insurance – **Agency insert in contract**

☒ **EXHIBIT 7** – Statement of Work

☐ **EXHIBIT 8** - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.

☐ **EXHIBIT 9** - Annual Certification of Continued Operation - Due: As indicated on Exhibit 9.

☒ **EXHIBIT 10-** Current Board of Directors Roster - **Agency insert in contract**

All exhibits/reports should be submitted electronically (email or uploaded into database if applicable). An electronic signature or a scanned copy of the report with signature is acceptable for all reports/exhibits including the Exhibit 1 (Payment Request) for which signatures are required.

2. **Required Documents**

☒ Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due Date: Non profits - 180 days following the end of PROVIDER'S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).**

☐ Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER'S** response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER.**

D. Contract Closeout

☐ Partnering for Results: Revenue and Expenses Analysis Report -**Due: 30 days after contract end.**
☐ Partnering for Results: Final Payment Request –**Due: 4 business days after contract end.**
☐ Partnering for Results: Close-Out Report – **Due 30 days after contract end.**
☐ State Mandated: Final Payment Request – **Due: 4 business days after contract end**
☐ HOME – Close-out package for each property –**Due: 120 days after payment request.**
☐ Supportive Housing Program and Rental Assistance (COC) – Final Payment Request and Annual Progress Report – **Due: 45 days end date of operating year.**
☒ CDBG – Final Payment Request and Beneficiary Reports – **Due: 20th of the month after term end.**
☐ Other Funding Source – _____
Final Closeout Payment Request – **Due:** May 20, 2024

ARTICLE IV: AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

B. Audits and Inspections

The **PROVIDER** will make all records referenced in ARTICLE IV C. and all items included on

financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract noncompliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source and it is the **PROVIDER's** obligation to comply with all Federal and State of Florida retention schedules. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

PROVIDER specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:

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

If the PROVIDER has questions regarding the application of chapter 119, Florida statutes, to the PROVIDER's duty to provide public records relating to the contract, contact the custodian of public records at:

239-533-2221,
2115 SECOND STREET, FORT MYERS, FL 33901,
http://www.leegov.com/publicrecords.

D. Independent Audit

A complete independent financial audit of the agency's financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted

Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The audit must be submitted electronically to the **COUNTY** no later than one hundred eighty (180) days following the end of a nonprofit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

ARTICLE V: AMENDMENTS

PROVIDER must submit a written request (email is acceptable) for a contract amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

The Department Director may approve amendments to the contract, which do not substantially change the original contracted scope of service and statement of work, including extensions to the end date of the contract as identified in ARTICLE II. The Board of County Commissioners must approve amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language, which is not for the purpose of correcting original omissions or clarifying original contract intent.

For federally funded projects, HUD must approve (24 CFR 583.405), in writing, any **significant** changes to an approved Homeless Continuum of Care program prior to initiating a contract amendment. Amendments to CDBG, HOME, or ESG which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activities or beneficiaries must receive prior HUD approval.

ARTICLE VI: CONTRACTOR STATUS

A. Independent Contractor

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the

COUNTY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY**'s request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

ARTICLE VII: CONFLICT OF INTEREST

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**.

For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

ARTICLE VIII: RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the **COUNTY**, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or

omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, **PROVIDER** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by or imposed upon the **COUNTY** in connection therewith for any loss, damage, injury, liability or other casualty. **PROVIDER** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY's** own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the **COUNTY** in establishing the right to indemnity.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY.**

B. Insurance Requirements

Insurance – Nonprofit Providers
The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER**'s liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER**'s interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance ***naming Lee Board of County Commissioners as Certificate Holder and additional insured*** will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal. Renewal certificates are due to Lee County on or before expiration date.

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
   $100,000 per accident
   $500,000 disease limit
   $100,000 disease limit per employee

2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
   $500,000 bodily injury per person (BI)
   $1,000,000 bodily injury per occurrence (BI)
   $500,000 property damage (PD) or
   $1,000,000 combined single limit (CSL) of BI and PD

   The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis,

with the Additional Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
   $100,000 bodily injury per person (BI)
   $300,000 bodily injury per occurrence (BI)
   $100,000 property damage (PD) or
   $300,000 combined single limit (CSL) of BI and PD

4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than $100,000.

5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of $50,000.

Insurance – Government/Municipality
Documentation of the above coverage requirements are not applicable to government/municipalities that are self-insured.

C. Notice of cancellation or modification

The **COUNTY** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

ARTICLE IX: SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract. Agencies that fail to submit required documents by the due date can be suspended, and payment will be withheld until all requirements are satisfied.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

For contracts funded under "Partnering for Results": Lee County will fund no more than 40% of the program's actual cash expenses. The **COUNTY** reserves the right to suspend contract until final expenses/revenue is confirmed.

B. Termination by County

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty–four (24) hours written notice to the **PROVIDER** by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

If the financing for this project is contingent upon funding sources other than Lee County as identified in the proposal/application of the contract and such funds become unavailable the

obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice.

For contracts funded under "Partnering for Results": Lee County will fund no more than 40% of the program's actual cash expenses. The **COUNTY** reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

For unit rate contracts, if program is not operational within 45 days from contract start date, funds for said program will be withdrawn and contract will be amended or terminated.

C. Termination by Provider

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

IMMIGRATION LAWS:

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by any **PROVIDER** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by The **COUNTY**.

OTHER REQUIREMENTS:

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.

B. That they will comply with all applicable Federal, State and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial

assistance, including but not limited to:

- **Title VI of the Civil Rights Act of 1964,** as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
- **Section 109 - Title I of the Housing & Community Development Act of 1974**
- **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
- **Age Discrimination Act of 1975** (42 U.S.C. 610 et. seq.)
- **Fair Housing Act**

Additional information can be accessed at the following websites:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp
https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website:
http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo

C. That they will comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the **PROVIDER's** Single-Point-of-Contact.

D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.

E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.

G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the

child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).

H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).

I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.

J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.

K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.

L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners".

M. That they will notify the **COUNTY** of any changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.

O. The **PROVIDER** shall ensure that Lee County funds are restricted to people legally able to reside in the US.

P. The **PROVIDER** is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.

Q. The **PROVIDER** must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

ARTICLE XI HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a "covered entity" as the law defines that term. Any "personal health information" (PHI) as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently "de-identified" to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular

methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an ongoing task of the affected staffs of the **COUNTY** and **PROVIDER**.

ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

Any dispute between the parties with respect to provisions contained in a Lee County Human and Veteran Services contract or issues that arise pertinent to a contract shall be resolved as follows:

The parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) day time period can be extended for an additional ten days.

a. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for HVS include Contract Coordinator, and Program Manager.
b. During the course of the dispute process requests made by one Party to the other for non-privileged information, reasonably related to the dispute shall be responded to in good faith.
c. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten days.
d. If the dispute remains unresolved after the Department Director's decision, the parties may proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, **PROVIDER** will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in paragraph a-c above.

ARTICLE XIII: NOTICES

Official notices concerning this Contract will be directed to the following authorized representatives:

PROVIDER:

Name: Elly Soto-McKuen
Title: Senior Projects Manager
Agency: City of Bonita Springs
Address: 9101 Bonita Beach Road
Bonita Springs, FL. 34135

Telephone: 239-949-6262
E-Mail :
elly.mckuen@cityofbonitasprings.org

COUNTY:

Name: Sheena Journey
Title: Contract Coordinator
Agency: Human and Veteran Services
Address: 2440 Thompson St.
Fort Myers, FL. 33901
Telephone: 239-533-7980
Fax: 239-533-7900
E-Mail: sjourney@leegov.com

The signatures of the **two** persons shown below are designated and authorized to sign all applicable reports:

Name (printed/typed)		Name (printed/typed)
Signature	**OR**	Signature
Title		Title

In the event that Provider designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY.**

ARTICLE XIV: SPECIAL PROVISIONS

If needed, **PROVIDER** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This includes the use of the **PROVIDER'S** facility to assist with Emergency Food Stamp preregistration if facility is operational and computer terminals are available. **PROVIDER** will be responsible to notify United Way 211 immediately after a disaster declaration if the location is accessible and operational and of any **PROVIDER** staff who are available to assist with recovery efforts.

ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or

provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and **COUNTY** have caused this contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By:_____
Name (print)

_____
(Signature of authorized officer)

_____
Title

_____
Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this _____ day of _____, ___(year), by,_____ _____ who is personally known to me or who has produced _____as identification and who ☐ did (☐ did not) take an oath.

NOTARY:
By:_____
Notary of Public (Signature)

_____
Name (typed)

COUNTY: LEE COUNTY

By: _____
Name (print)

_____
(Signature of authorized officer)

Board of County Commissioners
Title

_____
Date

ATTEST:
CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

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

Date:_____
OFFICE of the COUNTY ATTORNEY

EXHIBIT 1
PAYMENT REQUEST
Line Item Contract

Human and Veteran Services
2440 Thompson Street
Ft. Myers, FL 33901
submit by E-Mail: sjourney@leegov.com

IDIS#

Contract No._____

Contract Term: 05/01/2023-04/30/2024
Reporting Period

Check appropriate line:
__X___Regular Reimbursement
_____Final Reimbursement

Agency: City of Bonita Springs
Mailing Address: 9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: 239-949-6262
FAX: 239-980-2138
E-mail: [redacted]

Phone: 239-533-7980
FAX: 239-533-7960

Reports are due by the twentieth calendar day after the end of the reporting period.

A. Approved Budget Categories	B. Approved Annual Budget Amount	C. Balance Forward end of prior month	D. Total Paid Expenditures for Reporting Period	E. Remaining Balance End of Reporting Period (Col. C-D)
CDBG	$668,111.00			
Engineering and Design		$ -	$ -	$ -
Total:	$668,111.00	$ -	$ -	$ -

PROVIDER: By signing below, I certify that the work and/or services provided and reported in Exhibit 1 are for uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further attest that payment has been made in accordance with all applicable statutes, regulations and approved County contract. I understand that knowingly providing false information could result in investigation and prosecution.

I certify 100% of the hours worked were solely for the eligible activity as stipulated in the contracted Scope of Services and Exhibit 7 Statement of Work or that a activity tracking record (time sheet) has been provided. I further certify that all hours and services billed to this contract are eligible under CDBG regulationsStatement of Work.

Signature of Authorized Official: _____

Date approved: _____

FOR LEE COUNTY USE ONLY

By signing below, I certify that to the best of my knowledge and abilities, the work and/or services provided have been inspected, monitored or reviewed and appear to be in compliance with all applicable statutes, regulations, and approved County contract.

AUTHORIZED BY: _____

APPROVED AMOUNT: $ -

DATE APPROVED: _____

Revised and Effective 7/19/07

EXHIBIT 3: CONSTRUCTION PROGRESS REPORT

Due with monthly payment request. Provide detailed information on the progress of the project, including, but not limited to:

- Design Modifications
- Development Order/Permitting Process
- Narrative Indicating Type of Work Completed During the Reporting Period
- Building Inspection Report Results
- Construction Change Orders

Subrecipient:_____ Contract No.: _____

Activity: _____

Reporting Period: ___ / ___ / ___ to ___ / ___ / ___

For this reporting period, provide a brief summary of activities completed and any accomplishments achieved.

_____

_____

_____

_____

_____

_____

_____

_____

PROVIDER hereby certifies that all information reported in this exhibit has been collected and reported in compliance with all applicable statutes and regulations, and in accordance with the approved County Contract.

Signed by:_____ Date_____

CERTIFICATE OF COVERAGE

Certificate Holder

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 398
FORT MYERS FLORIDA 33902

Administrator Issue Date 4/5/2023

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0927	**COVERAGE PERIOD:** FROM 10/1/22	**COVERAGE PERIOD:** TO 10/1/23 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- [X] Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- [X] Errors and Omissions Liability
- [X] Employment Practices Liability
- [X] Employee Benefits Program Administration Liability
- [X] Medical Attendants'/Medical Directors' Malpractice Liability
- [X] Broad Form Property Damage
- [ ] Law Enforcement Liability
- [X] Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- [X] All owned Autos (Private Passenger)
- [X] All owned Autos (Other than Private Passenger)
- [X] Hired Autos
- [X] Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- [X] **Buildings**
  - [X] Basic Form
  - [X] Special Form
- [X] **Personal Property**
  - [ ] Basic Form
  - [X] Special Form
- [ ] Agreed Amount
- [X] Deductible $10,000
- [X] Coinsurance 80%
- [ ] Blanket
- [X] Specific
- [X] Replacement Cost
- [ ] Actual Cash Value
- [X] **Miscellaneous**
  - [X] Inland Marine
  - [X] Electronic Data Processing
  - [ ] Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- [X] Statutory Workers' Compensation
- [X] Employers Liability — $1,000,000 Each Accident; $1,000,000 By Disease; $1,000,000 Aggregate By Disease
- [ ] Deductible N/A
- [ ] SIR Deductible N/A

Automobile/Equipment - Deductible

- [X] Physical Damage — Per Schedule - Comprehensive - Auto — Per Schedule - Collision - Auto — Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $5,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Verification of Coverage -- CDBG-CV Funds

The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs FL 34135-4215

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

BOARD OF DIRECTORS

The current board of directors is our City Council:
District 1 – Jamie Bogacz
District 2 – Jesse Purdon
District 3 – Laura Carr
District 4 – Chris Corrie
District 5 – Nigel Fullick
District 6 – Fred Forbes
Mayor – Rick Steinmeyer

ATTACHMENT A: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GUIDELINES
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
CFDA # 14.218

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was authorized by the Housing and Community Development Act of 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Projects must principally benefit persons of low to moderate income. All projects must address one of three national objectives:

1. Benefit lower income families, or
2. Aid in preventing or eliminating "slums and blight" or
3. Meet an "urgent need"

Regulatory guidance on the CDBG program is found at 24 CFR part 570, specifically in subparts C, J, and K and other Federal regulations found at 24 CFR parts 5 and 2 CFR 200 also apply.

The **PROVIDER (SUBRECIPIENT)** shall comply with all federal laws and regulations described in the HUD regulations, 24 CFR Part 570, and other applicable Federal regulations, including 2 CFR 200. CDBG funds made available under this agreement shall be used to assist low and moderate-income families. This may be determined by individually qualifying households for eligibility or by the determination that the census block in which the project is located is a low income area. The method used to determine compliance will be at the discretion of Lee County.

A. SUBCONTRACTS

The **PROVIDER (SUBRECIPIENT)** shall insure that any County approved subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement. The **PROVIDER (SUBRECIPIENT)** shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List or, for contracts over $35,000, a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. Verification of vendors can be found at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. PROCUREMENT

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.

2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.

3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

C. DOCUMENTATION AND RECORD-KEEPING

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:
   a. A full description of each activity undertaken and its eligibility criteria.
   b. Client data demonstrating client eligibility for services provided.
   c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503, as applicable.
   d. Compliance with fair housing and equal opportunity components of the CDBG program.
   e. Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

D. RESTRICTIONS ON USE OF FUNDS

The **PROVIDER (SUBRECIPIENT)** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.

2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.

3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a "Disclosure Form to Report Lobbying" in accordance with its instructions.

4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200. Faith-based organizations must provide appropriate written notice in accordance to 24 CFR 5.109 describing certain protections available to applicants participating in the activities held at their facility.

E. ENVIRONMENTAL CONDITIONS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with any instructions or requests made by the County pursuant to the completion of any applicable environmental review, as well as the following regulations insofar as they apply to the performance of this agreement:

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.
6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

F. PROGRAM INCOME

The **PROVIDER (SUBRECIPIENT)** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 570.500 generated by activities carried out with CDBG funds at the end of the program year. Lee County will determine and utilize the program income in compliance with the requirements set forth at 24 CFR 570.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

G. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 570.606;
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 570.606 under Section 104 of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.606.

H. CIVIL RIGHTS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in

areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER (SUBRECIPIENT)** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY (RECIPIENT)** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER (SUBRECIPIENT)** in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

SECTION 504 - The **PROVIDER (SUBRECIPIENT)** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

AFFIRMATIVE ACTION - The **PROVIDER (SUBRECIPIENT)** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **PROVIDER (SUBRECIPIENT)** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **PROVIDER (SUBRECIPIENT)** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **PROVIDER (SUBRECIPIENT)** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROVIDER (SUBRECIPIENT)**, state that it is an Equal Opportunity or Affirmative Action employer. The **PROVIDER (SUBRECIPIENT)** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **PROVIDER (SUBRECIPIENT)s** or subcontractors.

DAVIS BACON ACT - The **PROVIDER (SUBRECIPIENT)** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER (SUBRECIPIENT)** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5. All contractors or subcontractors on contracts in excess of $2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

SECTION 3 CLAUSE - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)**s and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

I. CLOSEOUTS

The **PROVIDER (SUBRECIPIENT)'S** obligation to the **COUNTY (RECIPIENT)** shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to CDBG compliance.

REVERSION OF ASSETS Upon expiration of the contract, the **PROVIDER (SUBRECIPIENT)** shall transfer to the recipient any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the **PROVIDER (SUBRECIPIENT)'s** control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub recipient in the form of a loan) in excess of $25,000 is either:

a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

b) Not used to meet one of the national objectives, in which event the **PROVIDER (SUBRECIPIENT)** shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

J. PAYMENTS AND REPORTS

1. Payment requests will be subject to the **COUNTY (RECIPIENT)'s** execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).

2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the **PROVIDER (SUBRECIPIENT)** fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The **PROVIDER (SUBRECIPIENT)** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the PROVIDER (SUBRECIPIENT) forfeiting all right to payment.

All payment requests (Exhibit 1) must be signed by the **PROVIDER (SUBRECIPIENT)'s** Executive Director or other duly authorized person, and accompanied by the contractor's signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.

3. **PROVIDER (SUBRECIPIENT)** shall submit reports as required to assist the **COUNTY (RECIPIENT)** in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92.

Lee County
Southwest Florida

ITEM 12.
Human Services - Consent

AGENDA ITEM REPORT

DATE: November 15, 2022
DEPARTMENT: Human and Veteran Services
REQUESTER: Roger Mercado
TITLE: Accept Annual Grant Funding from HUD

I. MOTION REQUESTED

A) Accept $4,553,978 in Grant Funds from U.S. Department of Housing and Urban Development.

B) Approve budget amendment resolutions as follows:
1. $ 3,143,690 in Community Development Block Grant (CDBG), Entitlement Fund # 13920
2. $ 1,131,175 in HOME Investment Partnership Funds, Entitlement Fund # 13921
3. $ 279,213 in Emergency Solution Grant (ESG), Entitlement Fund # 00100

C) Allow Board Chair, on behalf of the Board, to sign agreements, certifications, resolutions, and other related documents, including but not limited to:
1. Grant agreements, once received from HUD;
2. Sub-recipient agreements once prepared, and if necessary, approve any future amendments to the agreements for this fiscal year and previous years that do not substantially alter the original intent of the contract;
3. HUD environmental assessments; and
4. Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

II. ITEM SUMMARY

Approval accepts $4,553,978 in entitlement funds from the U.S. Department of Housing and Urban Development (HUD) for fiscal year 2022-2023 budget. This funding is used for planning, homeless services, non-profit capital improvement, and affordable housing projects administered by Human and Veteran Services.This funding will yield approximately 19,819 beneficiaries, as projected from previous data.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

Pursuant to Section 116 (b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5316), 24 CFR 91, Lee County submitted the 2022 Annual Action Plan (as part of the 2019-2023 Consolidated Plan) to the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan serves as the application for Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) entitlement resources to HUD. HUD approved the Annual Action Plan, and pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) requested the execution of the grant agreements with Lee County. Funding from HUD will be available to Lee County upon execution of the grant agreements.

Lee County is a recipient of entitlement resources from HUD in accordance with 24 CFR 576.3, and Section 106 of the Housing and Community Development Act of 1974. U.S. Department of Housing and Urban Development (HUD) requires recipients of HUD funding to file Annual Action Plans outlining projects that will use the grant funds. The Board approved the submission of the 2020 Annual Action Plan on August 4, 2020 (Agenda Item # 7), the 2021 Annual Action Plan on August 3, 2021 (Agenda Item # 21), and the 2022 Annual Action Plan on August 2, 2022 (Agenda Item # 10).
As the projects progress and community needs shift, funds may be reallocated between projects within the Action Plans. As required by 24 CFR 91.505, Lee County's Administrative Code 15-2, and the proposed Annual Plan was published for public review, and made available for public comment for 30 days.

B) Policy Issues

Lee County Administrative Code 3-17 Grant Program Administrative Procedures requires each department to ensure compliance with all grant terms and requirements. HUD has accepted the Annual Action Plan and awarded Lee County Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) funds.

C) BoCC Goals

Meets requirements for HUD grant funding, which provides for human services in Lee County. These funds are used for projects and activities that benefit low-to-moderate income individuals in Lee County. Compliance with HUD requirements ensures Lee County entitlement status to continue receiving CDBG, HOME, and ESG funds annually.

D) Analysis

Lee County's Annual Action Plans are developed through consultation with staff and the public. The 2022-2023 Annual Plan outlines five priority areas including, affordable housing, housing and services for persons who are homeless, public facility improvements, economic development and community revitalization. The plan also establishes the following goals to meet community needs:

1. Affordable Housing Development
2. Housing Rehabilitation and Reconstruction
3. Down Payment Assistance
4. Housing and Services for Persons who are Homeless
5. Public Services for Community Revitalization
6. Infrastructure Improvements
7. Economic Development
8. Public Facility Improvements

The projects listed in the 2022 Annual Action Plan are designed to accomplish the goals identified in the Consolidated Plan. Projects in the Annual Action Plan, include, but are not limited to, Housing Rehabilitation and Reconstruction, Community Infrastructure, Community Public Services, Down Payment Assistance, Tenant Based Rental Assistance, and Non-Profit Capital Improvement. The estimated amount entitlement funds for HUD Fiscal Year 2022 is $4,553,978.

HUD's funding award is based on site visits, management of funds, compliance with Annual Plan rules, accuracy in preparing performance reports, and proof that all projects assisted under programs administered by HUD are in compliance with contractual agreements, certifications, and the requirements of law as set forth by Lee County's Five Year Consolidated and Annual Action Plans. Funds will be made available in the Fiscal Year 2022-2023 budget upon receipt of agreement and approval of a budget resolution.

The Annual Action Plan was the subject of two public meetings, and the draft plan was made available for public review for 30 days. The public comment period opened July 1, 2022 and ended on August 1, 2022.

The Annual Action Plan will cover the period of October 1, 2022 through September 30, 2023, and was submitted to HUD on August 11, 2022.

E) Options

Approve budget amendment resolutions associated with the receipt of federal grants.

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	$4,553,978
B)	Is this item approved in the current budget?	No
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Entitlement funds Program: HUD Project: CDBG Year 33, ESG Year 22, and HOME Year 31 Account Strings: 11134913920, 11135100100, and 11135013921	
G)	Fund Type?	Other: HUD Entitlement Funds
H)	Comments: The Annual Action Plan has been accepted and grant agreements have been executed. Grant funds need to be made available in Fiscal year 2022-2023 budget.	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

The 2022 Annual Action Plan (as part of the 2019-2023 Consolidated Plan) was submitted to HUD on August 11, 2022. The grant agreements will be returned to HUD upon execution by the Board. Funds will be made available for drawdown on HUD's Integrated Disbursement and Information System (IDIS). The program year start date for HUD funds received is October 1, 2022.

VII. FOLLOW UP

A) The Board may need to periodically sign documents required by HUD.:
1. Sub-recipient agreements with the municipalities once prepared, and if necessary, approve any future amendments to the agreements for this fiscal year and previous years, that do not substantially alter the original intent of the agreement,
2. HUD environmental assessments,
3. Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

B) Human and Veteran Services staff will continue to administer HUD entitlement programs and urban county cooperation agreements.

ATTACHMENTS:

Description	Upload Date	Type
Budget Resolution Request CDBG 2022	10/21/2022	Backup Material
Budget Resolution Request ESG 2022	10/21/2022	Backup Material
Budget Resolution Request HOME 2022	10/21/2022	Backup Material
Budget Amendment ESG	11/3/2022	Budget Amendment
Budget Amendment CDBG	11/3/2022	Budget Amendment
Budget Amendment HOME	11/3/2022	Budget Amendment

Lee County FY 2022 Initial Grant Agreements	11/14/2022	Agreement
111522R-C-12-RESO 22-11-18 Budget Amendment ESG	11/21/2022	Resolution
111522R-C-12-RESO 22-11-19 Budget Amendment CDBG	11/21/2022	Resolution
111522R-C-12-RESO 22-11-20 Budget Amendment HOME	11/21/2022	Resolution
111522R-C-12-Grant Agreement	11/21/2022	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Human and Veteran Services	Isley, Rae	Approved	11/2/2022 - 4:17 PM
Human and Veteran Services	Mercado, Roger	Approved	11/2/2022 - 5:04 PM
Budget Services	Henkel, Anne	Approved	11/3/2022 - 12:44 PM
Budget Services	Winton, Peter	Approved	11/4/2022 - 9:14 AM
County Attorney	Fraser, Andrea	Approved	11/4/2022 - 9:25 AM
County Manager	Mora, Marc	Approved	11/8/2022 - 11:05 AM

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-083
April 19, 2023

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

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

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

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

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 23-25 issued on April 3, 2023
2. Resolution No. 23-28 issued on April 10, 2023

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-25

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

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

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

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

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

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

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 3rd day of April, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: 4/4/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-28

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

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

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

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

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

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

Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 10th day of April, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: 4/10/23

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-084
April 19, 2023

REQUESTED MOTION: Approve updated design of benches for the pocket park to be constructed in front of City Hall.

REQUESTOR: Lora Taylor, Director of Communications

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On February 15th, City Council authorized staff to execute a contract with EnviroStruct for a pocket park for approximately $27,286.00.

City Council requested that the bench type in the design be modified.

The pocket park is designed to be a passive park with benches, a small fountain and enhanced landscaping. The art piece in front of city hall would remain in place.

STAFF RECOMMENDATION: Approve updated design.

ATTACHMENTS:

1. Updated Pocket Park Design

REVIEWERS:

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

City of Bonita Springs - Pocket Park

Concept Perspective 'A'



Grady Minor

Civil Engineers,Land Surveyors, Planners, Landscape Architects

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-080
April 19, 2023

REQUESTED MOTION: FIRST READING AND PUBLIC HEARING OF AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND SEC. 4-555 – USE REGUATIONS TABLE AND 4-556 – PROPERTY DEVELOPMENT REGULATIONS TABLE WITHIN THE MOBILE HOME RESIDENTIAL DISTRICT, SEC. 4-866 – GENERAL PROVISIONS AND SEC. 4-872 – STOREFRONTS AND SIGNAGE FOR THE DOWNTOWN FORM-BASED CODE, AND SEC. 4-898 – PERMITTED USES AND SEC. 4-899 – SITE DESIGN STANDARDS WITHIN THE THE BONITA BEACH ROAD CORRIDOR OVERLAY 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.

REQUESTOR: Jacqueline Genson, Mike Fiigon II, Mary Zizzo, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: #3 Community Aesthetics #8 Economic Development

BACKGROUND: This Land Development Code (LDC) amendment includes changes to three separate areas of LDC Chapter 4-Zoning. These include changes to the Mobile Home Residential District Section, the Downtown Form-Based Code (FBC) and Bonita Beach Road Corridor Overlay. A brief summary and overview of each area is included below.

Mobile Home Residential District, Sec. 4-556 Use Regulations Table and Sec. 4-556 Property Development Regulations Table. This change removes the requirement incorporated in 2020 that allowed single-family homes to be constructed in the mobile home residential zoning districts provided they satisfied the single-family home setbacks. This change proposes allowing single-family homes to be constructed on the mobile home sites under the same development regulations as the mobile homes within that development. Still, any redevelopment of an existing mobile home park under unified control/ownership, into a single-family development, requires approval of a planned development zoning.

Downtown Form Based Code, Sec. 4-866 General Provisions and Sec. 4-872 Storefronts and Signage. The Downtown Form Based Code was approved in November of 2020. In 2021, the City approved an LDC amendment that was intended to provide flexibility for properties and/or projects located within the Downtown District but had frontage along Bonita Beach Road the flexibility to choose to develop under one set of regulations, the Form Based Code or the Bonita Beach Road Corridor Overlay. However, the current language mandates ("shall") development in accordance with the regulations of the Bonita Beach Road Corridor Overlay, whereas the language should've been permissive ("may"). The proposed change amends the language from "shall" to "may."

The proposed change in the construction sign standards is to allow additional opportunities for properties undergoing redevelopment or new construction. This would now allow the fencing to serve as signage to advertise the upcoming development.

Bonita Beach Road Corridor Overlay, Sec. 4-898 Permitted Uses and Sec. 4-899 Site Design Standards. 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 or via an

administrative action, rather than requiring public hearings for businesses that are located entirely within the structure, modifying/including footnotes that further regulate uses, and fixing scrivener's errors. No verbiage changes have been made to the footnotes relative to density or intensity of uses in the Coastal Management Area.

The LPA will review the amendment package on April 20, 2023. Staff will provide a summary of the LPA recommendation at the May 3rd, 2023 second reading and public hearing.

STAFF RECOMMENDATION: Move to the second reading and public hearing.

ATTACHMENTS:

1. Ordinance and LDC Amendment package in Strike-through/Underline format

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REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 - ZONING, TO AMEND SEC. 4-555 - USE REGULATIONS TABLE AND 4-556 - PROPERTY DEVELOPMENT REGULATIONS TABLE WITHIN THE MOBILE HOME RESIDENTIAL DISTRICT, SEC. 4-866 - GENERAL PROVISIONS AND SEC. 4-872 - STOREFRONTS AND SIGNAGE FOR THE DOWNTOWN FORM-BASED CODE, AND SEC. 4-898 - PERMITTED USES AND SEC. 4-899 - SITE DESIGN STANDARDS WITHIN THE BONITA BEACH ROAD CORRIDOR OVERLAY 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.

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

WHEREAS, the City of Bonita Springs desires to provide residents options to rebuild resilient structures within conventional mobile home zoning districts; and

WHEREAS, the City of Bonita Springs desires to clarify the property development regulations available for properties with Bonita Beach Road frontage that are located both within the Downtown Form-based Code and Bonita Beach Road Corridor areas; and

WHEREAS, the City of Bonita Springs desires to create additional construction signage opportunities for redevelopment projects within Downtown; and

WHEREAS, the City of Bonita Springs desires to provide flexibility by amending the list of permissible uses and Interstate Zone parking standards within the Bonita Beach Road Corridor; and

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

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

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted as legislative findings of the City Council and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. Amending Land Development Code

The Bonita Springs City Code is hereby amending the pertinent provisions of Chapter 4 Zoning of the City's Land Development Code, with deletions depicted with ~~strikethroughs~~ and underlined language as additions, as provided and further depicted in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. SEVERABILITY

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any part of this Ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part as if adopted with such part had not been included herein.

Section 4. CONFLICTS OF LAW

This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of the requirements of state of federal law, the more restrictive shall apply.

Section 5. CODIFICATION AND SCRIVENER'S ERRORS

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

Section 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL of the City of Bonita Springs, Florida this _____ day of _____, 2023.

Attest: **CITY OF BONITA SPRINGS, FLORIDA**

By: _____ By: _____
City Clerk Mayor

Reviewed for legal sufficiency:

By: _____
City Attorney

Vote:

Carr	Fullick
Purdon	Bogacz
Forbes	Steinmeyer
Corrie	

Date filed with City Clerk: _____

Subdivision IV. Mobile Home Residential Districts

Sec. 4-555. Use regulations table.

Use regulations for mobile home districts are as follows:

TABLE 4-555. USE REGULATIONS FOR MOBILE HOME DISTRICTS

	Special Notes or Regulations	MH-1	MH-2
Accessory uses, buildings, and structures:	4-923 et seq., 4-2012 et seq.	P	P
Amateur radio antennas and satellite earth stations	4-927	Refer to 4-927 for regulations.	
Animals (equines)	4-1045 et seq.	-	-
Docks, seawalls	4-1588	P	P
Fences, walls	4-1841 et seq.	P	P
Gatehouses, entrance gates	4-1841 et seq.	P	P
Nonroofed accessory structures	4-1894(c)(3)	P	P
Signs in compliance with chapter 6		P	P
Administrative offices		P	P
Aircraft landing facilities, private:			
Lawfully existing:			
Expansion of aircraft landing strip or helistop landing pad	4-982 et seq.	SE	SE
New accessory buildings	4-982 et seq.	P	P
New:			
Aircraft landing strip and ancillary hangars, sheds and equipment	4-982 et seq.	-	-
Heliport	4-982 et seq.	-	-
Helistop	4-982 et seq.	SE	SE
Animals and reptiles:			
Keeping, raising or breeding of Class I animals (df)	4-1045	-	-
Keeping, raising or breeding of American alligators, venomous reptiles or Class II animals (df)	4-1045	SE	SE
Boat ramps	Note (6)	EO/SE	EO/SE
Clubs, private		SE	SE
Communications facility, wireless	4-1215 et seq.	Refer to 4-1215 et seq. for regulations.	
Community residential home		P	P

Community gardens	Sec. 4-1435	AA	AA
Consumption on premises	4-1020 et seq.	AA/SE	AA/SE
Day care center, adult or child:			
Adult		SE	SE
Child	Note (5)	SE	SE
Dwelling unit:			
Mobile home	4-1637 et seq. Note (7)	P/EO	P/EO
Single-family residence, conventional	Note (8)	P	P
Essential services	4-1362 et seq.	P	P
Essential service facilities (4-408(c)(13)):			
Group I	4-1362 et seq., 4-1841 et seq., 4-1841 et seq.	P	P
Group II	4-1362 et seq., 4-1841 et seq., 4-1841 et seq.	SE	SE
Excavation:			
Oil or gas	4-1380 (c)	SE	SE
Water retention	4-1380 (b)	P	P
Golf course	2-2037 et seq.	EO	EO
Heliport or helistop	4-982 et seq.	See Aircraft landing facilities, private.	
Home occupation:			
No outside help		P	P
With outside help	4-1496 (c)	AA	AA
Laundromat	4-2095	EO/SE	EO/SE
Models:			
Display center	4-1662 et seq.	SE	SE
Model home	4-1662 et seq.	AA/SE	AA/SE
Parks (4-408(c)(30)), Group I	Note (4)	P	P
Park trailer		-	P
Place of worship	4-1762 et seq.	EO/SE	EO/SE
Real estate sales office	Note (2), 4-1662 et seq., 4-2095	EO/SE	EO/SE
Recreational facilities:			
Personal		P	P
Private—on-site		EO/SE	EO/SE
Private—off-site		EO	EO
Religious facilities	Note (1), 4-1762 et seq.	SE	SE
Residential accessory uses (4-408(c)(39))	4-923 et seq.	P	P
Signs in compliance with chapter 6		P	P
Stable, private	4-1046	-	-
Subordinate commercial uses:	Note (3), 4-2095		
Food stores, Group I (4-408(c)(16))		EO/SE	EO/SE
Parts and supplies for mobile homes or RVs		EO/SE	EO/SE

Personal services (4-408(c)(31)):			
Group I		EO/SE	EO/SE
Group II		EO/SE	EO/SE
Specialty retail store (4-408(c)(44), Group I		EO/SE	EO/SE
Temporary uses	4-2124 et seq.	P	P

Notes:

(1) Expansion of facility to ten or more acres requires PD zoning. See section 4-272 and Table 4-740.

(2) Real estate sales 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 three years from the date the certificate of occupancy for the sales office is issued. The director may grant one two-year extension. Additional time will require a new special exception approval.

(3) Subordinate uses permitted only in conformity with section 4-2095.

(4) Recreational halls require a special exception approval.

(5) Family day care home exemption. F.S. 166.0445 exempts family day care homes from needing the special exception. See section 4-195(e)(9).

(6) Non-commercial only.

(7) In the interstate interchange area, mobile homes are existing only and may not be replaced or relocated into the interchange areas.

(8) Single-family development in the MH zoning districts is permitted by right for individual single-family development ~~(must conform to property development regulations in section 4-2399 relative to setbacks and minimum lot size requirements).~~ Any redevelopment of an existing mobile home park under unified control/ownership, into a single-family development, requires approval of planned development zoning.

(Ord. No. 03-15; Ord. No. 06-11; Ord. No. 11-02, § 3(4-735), 1-19-2011; Ord. No. 12-13, § 1(4-735), 8-15-2012; Ord. No. 14-14 , § 1, 6-18-2014; Ord. No. 17-03 , § 1, 2-1-2017; Ord. No. 20-12 , § 2, 11-4-2020)

Sec. 4-556. Property development regulations table.

Property development regulations for mobile home districts are as follows:

TABLE 4-556. PROPERTY DEVELOPMENT REGULATIONS FOR MOBILE HOME RESIDENTIAL DISTRICTS

	Special Notes or Regulations	MH-1 (2)	MH-2 (1), (2)
Nonresidential uses:			
Minimum lot area and dimensions:			
Lot area (square feet)		10,000	10,000
Lot width (feet)		100	100
Lot depth (feet)		100	100
Minimum setbacks:			
Side yard (feet)	Note (3), 4-1892 et seq.	15	15

Rear yard (feet)	Note (3), 4-1892 et seq.	20	20
Residential uses:			
Minimum lot area and dimensions:	4-1921. 4-1922, 4-1841		
Lot area (square feet)		7,500	5,000
Lot width (feet)		75	50
Lot depth (feet)		100	100
Minimum setbacks:			
Side yard (feet):	Note (3), 4-1892 et seq. ~~Note (7), 4-2399 et seq.~~		
Internal park lot		7.5	7
Park perimeter		7.5	7
Rear yard (feet):	Note (3), 4-1892 et seq. ~~Note (7), 4-2399 et seq.~~		
Internal park lot		20	15
Park perimeter		20	15
All uses:			
Street (feet):	Notes (3) 4-1892 et seq.	Variable according to the functional classification of the street or road. See section 4-1893.	
Internal park street (feet)			
Off-site street			
Water body (feet):	4-1892 et seq.		
Gulf of Mexico		50	50
Other		25	25
Maximum height (feet)	4-1871 et seq.	35	35
		Note: Special height limitations apply to all uses located within Bonita Beach and the Bonita Beach Corridor. See section 4-1874.	
Maximum lot coverage (percent of total lot area)		40%	40%
Special regulations:		Refer to the sections specified for exceptions to the minimum setback requirements listed in this table.	
Animals, reptiles, marine life	4-1045 et seq.		
Consumption on premises	4-1020 et seq.		
Docks, seawalls, etc.	4-1588 et seq.		
Essential services	4-1362 et seq.		
Essential service facilities (4-408(c)(13))	4-1362 et seq., 4-1841		
Fences, walls, gatehouses, etc.	4-1841 et seq.		
Non-roofed accessory structures	4-1894(c)(3)		
Railroad right-of-way	4-1895		

Notes:

(1) Developments built between January 5, 1978, and July 31, 1986, see section 4-553 for minimum and maximum area requirements.

(2) For developments built after August 1, 1986, see section 4-554 for emergency shelter requirements.

(3) Modifications to required setbacks for collector or arterial streets, or for solar or wind energy purposes, are permitted only by variance. See section 4-1892 et seq.

(4) May be reduced to 3,750 square feet if on a central sewage system.

(5) If adjacent to another mobile home or recreational vehicle park or to a commercial or industrial use, setback may be reduced to 15 feet.

(6) Lot coverage includes parking spaces unless off-street parking is provided elsewhere.

~~(7) Conventional single-family homes permitted by right must conform to property development regulations in section 4-2399 for setbacks and minimum lot size requirements.~~

(Ord. No. 11-02, § 3(4-736), 1-19-2011; Ord. No. 20-12 , § 2, 11-4-2020)

Secs. 4-557—4-575. Reserved.

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).

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:					
Clinic	4-1071 et seq.	P	P	P	P
Kennel	4-1071 et seq. (Note 12)	P/SE	P/SE	P/SE	-
Pet day care	4-1071 et seq. (Note 12)	P/SE	P/SE	P/SE	SE
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
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
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 radio and television	4-1215 et seq.	P	P	SE	-
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	P	SE
Bus station/depot	4-1153 et seq.	SE	SE	SE	SE
Caretaker's residence		P	P	P	P
Car wash	Note (10)	P/SE	P/SE	P/SE	-
Cemetery, columbarium, mausoleum		P	P	P	-
Cleaning and maintenance services (4-408(c)(7))		P	P	P	P

Clothing stores, general (4-408(c)(8))	Note (2)	P	P	P	P
Clubs:					
Country		P	P	P	P
Commercial		P	P	P	P
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 (3)	SE	SE	SE	SE
Cultural facilities (4-408(c)(10))		P	P	P	P
Day care center, child, adult		P	P	P	P
Dormitory		SE	SE	SE	SE
Department store	Note (2)	P	P	P	SE

Drive-through facility for any permitted use		SE	SE	SE	SE
Drugstore, pharmacy		P	P	P	P
Dwelling unit:					
Single-family	Notes (4) and (5)	-	P	-	P
Duplex	Notes (4) and (5)	-	-	-	P
Two-family attached	Notes (4) and (5)	-	-	-	P
Townhouse, multiple-family building	Note (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
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. Note (11)	AA/SE	AA/SE	AA/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	-
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
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
Hospice		-	P	P	-
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	Note (2); 4-1792	P	P	P	SE
Library		P	P	P	P
Manufacturing of:					
Food and kindred products, Group I, 4-408(c)(15)	Note (6); 4-2014	P	P	P	P
Micro-breweries	Note (6); 4-1023 et seq.	P	P	P	P
Marina	4-1587	-	-	-	EO
Mini-warehouse		SE	SE	SE	-
Model home	4-1662	-	AA/SE	-	AA/SE

Model unit	4-1662	P	P	P	P
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
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)	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)				
Group I		P	P	P	P
Groups III and IV		SE	SE	SE	SE
Religious facilities	4-1762 et seq.	P	P	SE	SE
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
Research and development laboratories (4-408(c)(38)):					
Group II	Note (8)	P	P	P	-
Group IV	Note (8)	P	P	P	-

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
Group II		P	P	P	P
Group IV		P	P	P	P
Schools:					
Commercial	4-408(c)(42) 4-1970	P	P	P	P
Noncommercial	Note (9), 4-1970	P/SE	P/SE	P/SE	P/SE
Self-service fuel pumps	Note (~~10~~ 3)	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
Temporary uses	4-2124 et seq.	P	P	P	P
Theater, indoor	4-2037 et seq.	P	P	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~~	Note (10)	P/SE	P/SE	P/SE	-
Group II		SE	SE	SE	-
Group III		SE	SE	SE	-
Group IV		SE	-	-	-
Warehouse:					
Mini-warehouse		SE	SE	SE	-
Private		SE	SE	SE	-
Public		SE	SE	SE	-
Wholesale establishments					
Group III	Note (8)	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~~ a 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 unless pre-empted by Florida Statute.

(5) Any increase is 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 or more must request a special exception.

(10) Permitted by right for indoor use only, with no outdoor storage, display, or stacking of vehicles.

(11) Electric substations require administrative review and approval.

(12) Permitted by right for indoor use only, with no outdoor cages, pens, runs, or exercise facilities. The operation must be fully conducted indoors within an air conditioned, soundproof building.

(Ord. No. 19-10 , § 1(Exh. A), 11-20-2019; Ord. No. 21-10 , § 2(Exh. A), 6-16-2021)

Sec. 4-899. Site design standards.

(a) Property development regulations.

	Special Notes or Regulations	Commercial Zone	Historic Zone	Interstate Zone	Beach Zone
Maximum Block Size	Note (1)	375′ by 375′, Maximum Block perimeter 1500′	375′ by 375′, Maximum Block perimeter 1500′	375′ by 375′, Maximum Block perimeter 1500′	375′ by 375′, Maximum Block perimeter 1500′
Setbacks:					
Minimum Street (feet)	Note (2)	20'	15'	20'	15'
Maximum Street (feet)	Notes (2), (3), (4) and (5)	25'	25'	25'	25
Side (feet)		15'	0'/15'	0'/15'	0'/15'
Rear (feet)		20'	20'	20'	20
Water body (feet):	4-1892 et seq., Note (6)				
Gulf of Mexico	In accordance with chapter 6, article III, or 50 feet from mean high water, whichever is the most restrictive.				
Special regulations:					
Animals, reptiles, marine life	4-1045 et seq.				
Consumption on premises	4-1020 et seq.				
Docks, seawalls, etc.	4-1588				
Essential services	4-1362 et seq.				

Essential service facilities (4-408(c)(13))	4-1362 et seq., 4-1841				
Fences, walls, gatehouses, etc.	4-1841 et seq.				
Nonroofed accessory structures	4-1894(c)(3)				
Railroad right-of-way	4-1895				
Maximum height (feet)	4-1871 et seq. Note: Special height limitations apply to all uses located within Bonita Beach and Bonita Beach Road Corridor. See section 4-1874	35	35	35	35
Maximum lot coverage (percent of total lot area)		40%	40%	40%	40%

(1) Projects exceeding three (3) acres in size shall submit a block layout plan. Blocks located adjacent to arterials are not required to obtain a deviation from LDC Section 3-291, Connection separation subject to review of LDC 3, Article III, Division 2-Transportation, Roadways, Streets and Bridges at local development order review.

(2) Accessory structures such as arcades or plazas and courtyards may meet the intent of this requirement. Existing non-conforming developments shall redevelop by incorporating covered sidewalks with arcades and shade trees.

(3) Projects located along secondary streets or internal project streets are not subject to a maximum street setback.

(4) The maximum street setback for projects located along slip lanes may be measured from the back of sidewalk.

(5) The maximum street setback for properties within the Interstate Zone may be increased up to 65' for developments that include one single or double-stacked row ~~full bay~~ of parking along the street frontage.

(6) Projects with proper bulkhead techniques may request a zero (0') foot setback for pedestrian boardwalks and outdoor seating.

(b) Additional design standards:

(1) All auto oriented uses shall be designed so that buildings are oriented along the frontage with drive-thru and associated stacking located along the side and rear property lines. Fueling and charging station pumps shall be oriented behind a building and not visible from the Bonita Beach Road frontage.

(2) Lighting. Building mounted or free standing luminaires (bollards or light poles) shall be provided along frontage lines and/or street rights-of-way. All applicants must submit a photometric plan in accordance with section 3-269.

(3) Parking requirements.

a. All uses shall provide the minimum required parking as set forth in section 4-1732 except as modified herein. Maximum parking spaces are limited no more than 15 percent more than the minimum required. All uses requesting 16 percent or more spaces than required may only do so through approval of a special exception.

b. The required spaces may be reduced by the city manager or designee if supported by a parking study submitted by the applicant.

b. On-street parking along a corresponding frontage(s) of the site shall count 100 percent towards the parking requirements.

d. Adjacent property owners are encouraged to share parking facilities in accordance with LDC Section 4-1730.

e. An applicant may provide a valet parking program for commercial and mixed-use projects to offset a maximum of 50 percent of the required parking spaces. Valet parking programs may not be utilized to offset parking requirements for stand-alone residential development.

f. Bicycle racks shall be provided in accordance with LDC Section 3-438. (Rack provision may be shared by different businesses within each block.). Parking ratios within urban areas may be reduced by using a 3 to 1 ratio (three bicycle parking stalls to one vehicular parking space); however this does not exempt meeting the American Disability Act (ADA) parking standards.

(4) Parking placement.

a. On-street parking is encouraged along all intersecting streets with the exception on Bonita Beach Road.

b. Surface parking lots shall not be permitted on a frontage line or within 30 feet of the frontage line within the Commercial, Historic, and Beach Zone. One full bay of parking is permitted along frontage lines within the Interstate Zone. Setbacks for shared parking along side and rear property lines is zero feet.

c. On-site parking within the Beach, Commercial, and Historic Zone will be restricted to the side or rear yards of those properties fronting Bonita Beach Road. In the case of side yard parking, the parking area shall be a minimum of five feet behind the front build-to line and a street wall or opaque screen, shall be provided at the right-of-way line or build-to line, whichever is further removed from the roadway. Such street wall or opaque screen shall be no taller than four feet.

d. Buffering adjacent property.

i. Required right-of-way buffer plantings may be planted in the street right-of-way or roadway easement subject to review and approval of the applicable city, county, state, or special district entities. The applicant shall enter into a maintenance agreement to properly maintain the required buffer.

ii. If roads, drives, or parking areas are located less than 125 feet from an existing residential dwelling or residential lot, a solid fence, opaque landscape hedge, or combination berm

and solid fence or opaque landscape hedge not less than six feet in height must be constructed along the property line. Fence, berms, and hedges must not be placed so they violate the vehicle visibility requirements of LDC.

(5) Continuous shaded bike facilities and pedestrian facilities.

a. All development shall meet the standard set forth in chapter 3 of the Land Development Code

b. Buffering adjacent property. Required right-of-way buffer plantings may be planted in the street right-of-way or roadway easement subject to review and approval of the applicable city, county, state, or special district entities. The applicant shall enter into a maintenance agreement to properly maintain the required buffer.

c. When a covered walkway along a building frontage or right-of-way is not provided, tall or medium trees or palms are required to establish continuous shade.

(6) Streetscape amenities. Developments must incorporate sidewalks, benches, street furniture, planters, and other pedestrian amenities in their design. All accessories such as railings, trash receptacles, street furniture and bicycle racks must be complimentary to and consistent with the architectural design of principal building(s) within the development.

(7) Dumpsters. Dumpsters shall be screened from off-premises view and not located on frontage lines. Screening materials shall be compatible with the building design. Existing dumpsters that are visible from the right-of-way, adjoining property, or pedestrian walkway must be screened. Wherever possible, dumpsters may be shared between property owners. If a particular property by its use does not require a dumpster or when it can be demonstrated that a dumpster is not required, then the garbage receptacles or containers must be screened from view.

(c) Site specific regulations:

(1) Within the Bonita Beach Road Corridor there are three Gateways or Nodes that announce a place of arrival. They are located at:

a. The intersection of Bonita Beach Road and Tamiami Trail.

b. The intersection of Bonita Beach Road and Old U.S. Road 41.

c. Bonita Beach Road between Imperial Parkway and Interstate 75.

(2) All development and redevelopment of these areas shall incorporate the following design standards:

a. Use of internal and external block patterns.

b. Building that address the adjacent roadway and embrace pedestrian and other non-automobile access.

c. Provide for interconnectivity to adjacent parcels thru pedestrian ways and parking areas.

d. Buildings fronting Bonita Beach Road, Tamiami Trail, Old U.S. Road 41 and Imperial Parkway are shall provide 70 percent glazing, consisting of window and glazed door openings. Upon request by the applicant, the city manager or designee may administratively approve an alternate design in accordance with LDC Section 3-488 that may be substituted in part for a plan that otherwise meets the standards of this section. The alternate plan is subject to architectural review by the city, and must demonstrate compliance with the stated intent of supporting an urbanized development pattern that focuses on human-scale development.

The following figures are provided as an illustrative guide, to assist in the site and architectural design of new development and redevelopment within the Bonita Beach Road Corridor Overlay.

Bonita Beach Road and Tamiami Trail (NODE)

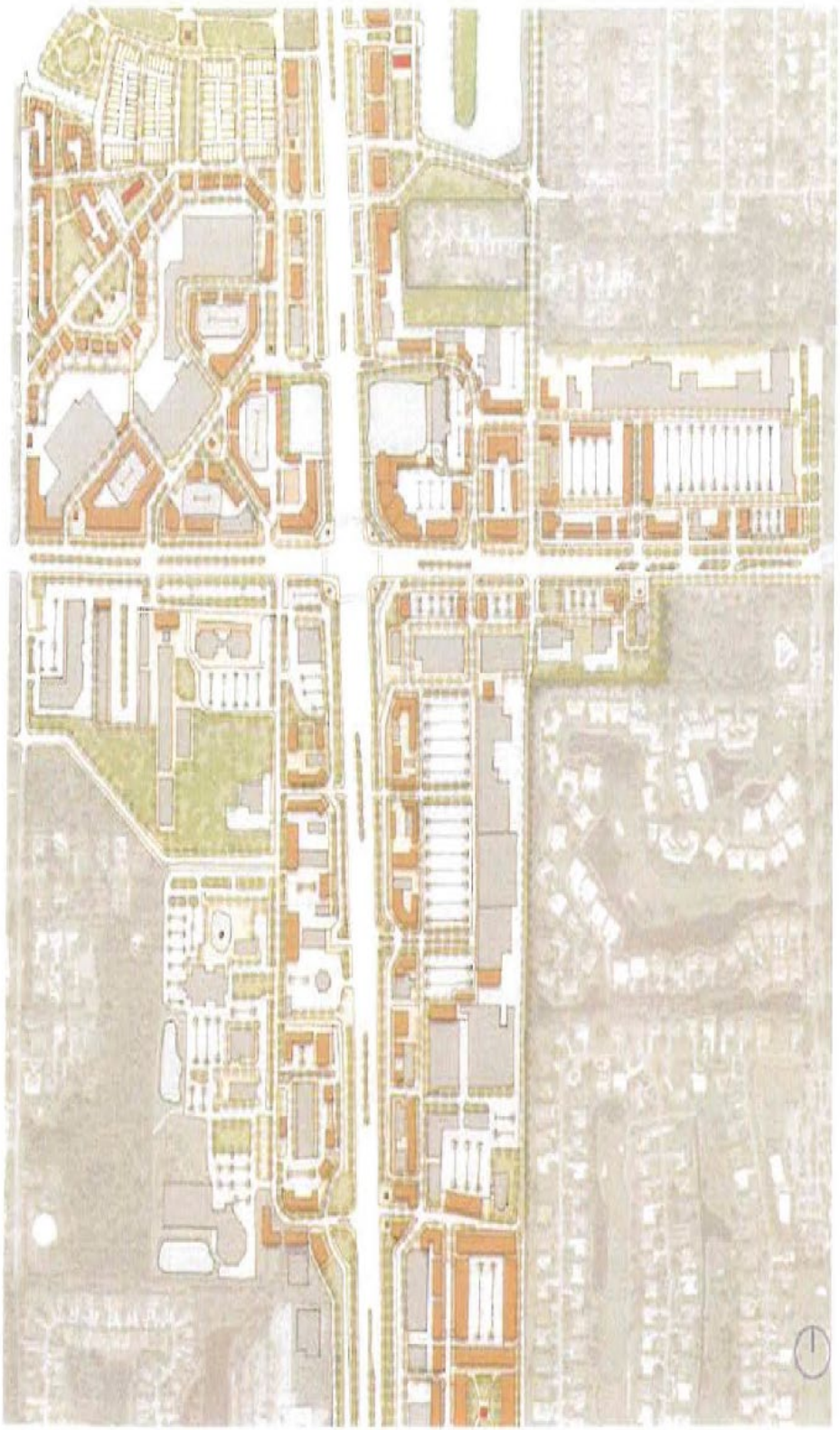


Figure 4-V-10 - Intersection of Tamiami Trail and Bonita Beach Road

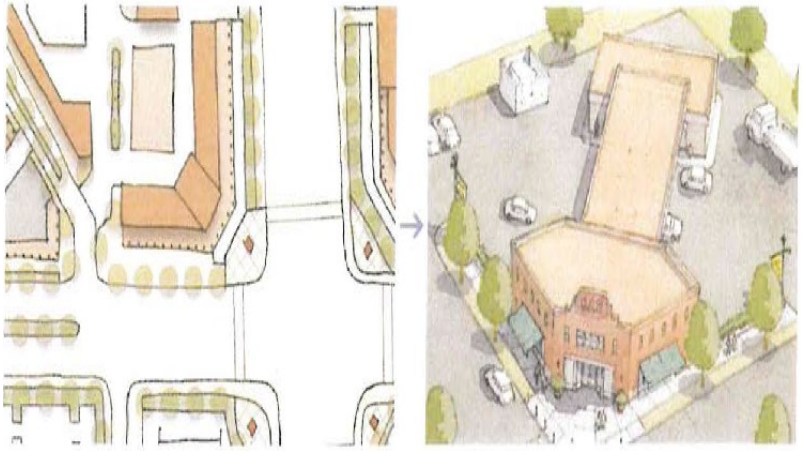
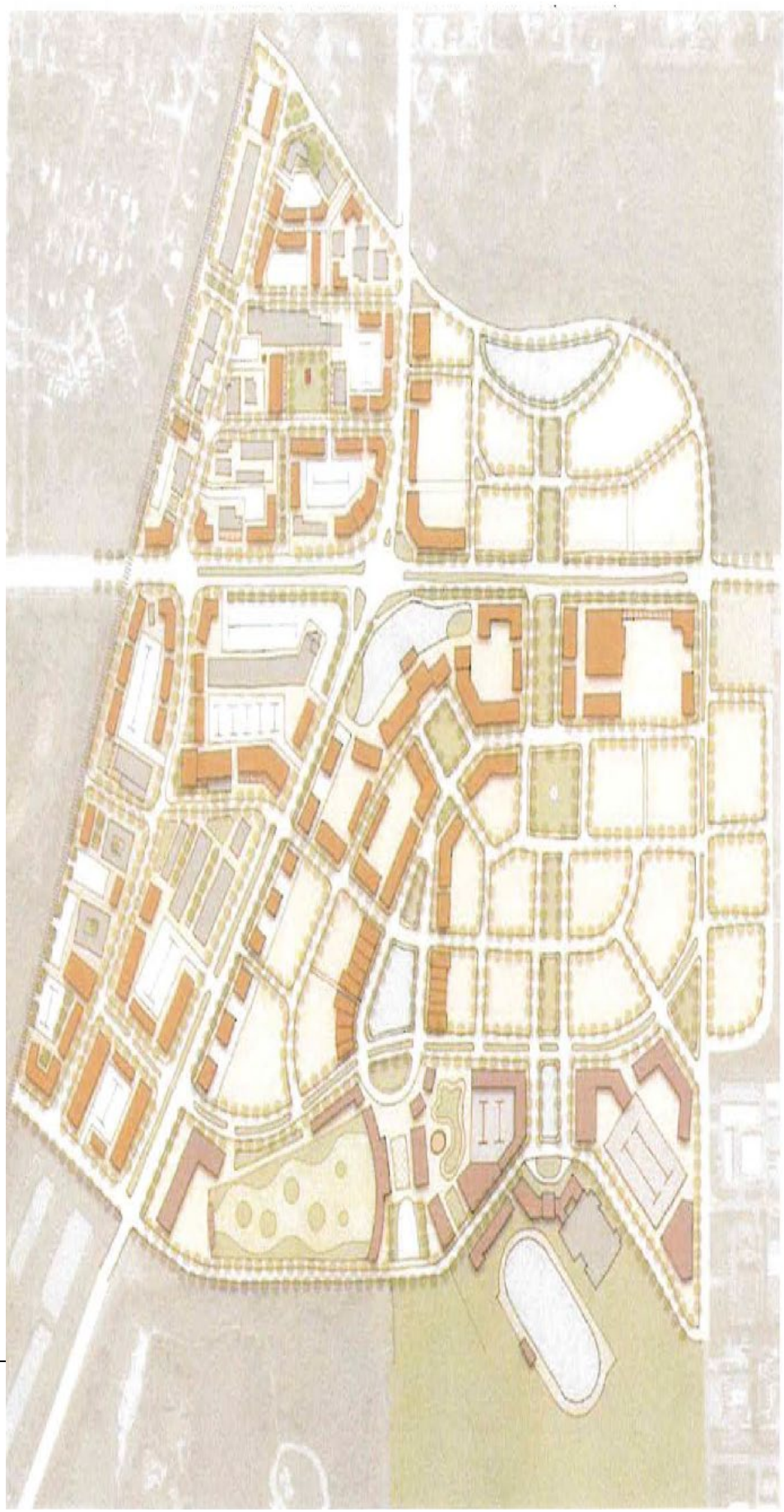


Figure 4-V-11 Redevelopment design suggestion at intersection corner

Bonita Beach Road and Old U.S. Road 41 (NODE)



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Figure 4-V-12 Illustrative redevelopment potential

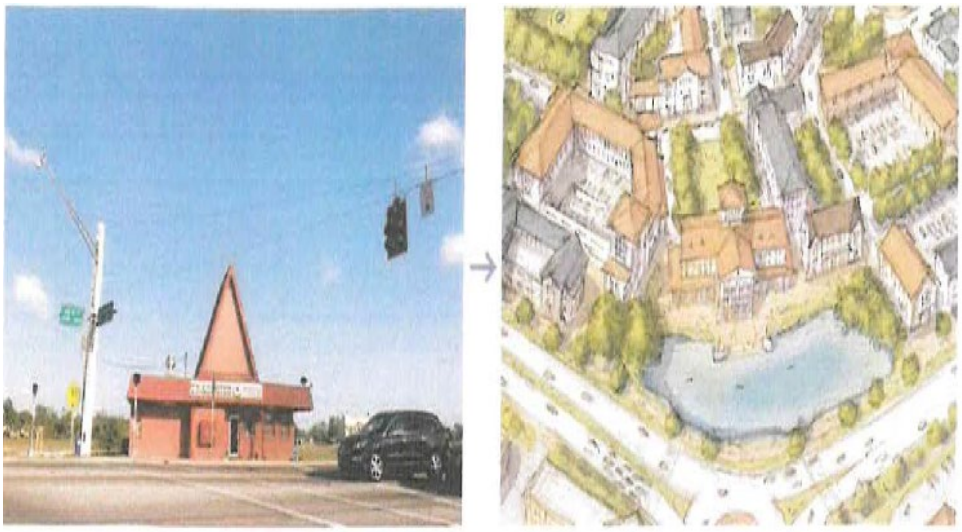


Figure 4-V-13, I-75 Gateway—Bonita Beach Road between Imperial Parkway and Interstate 75 (NODE)

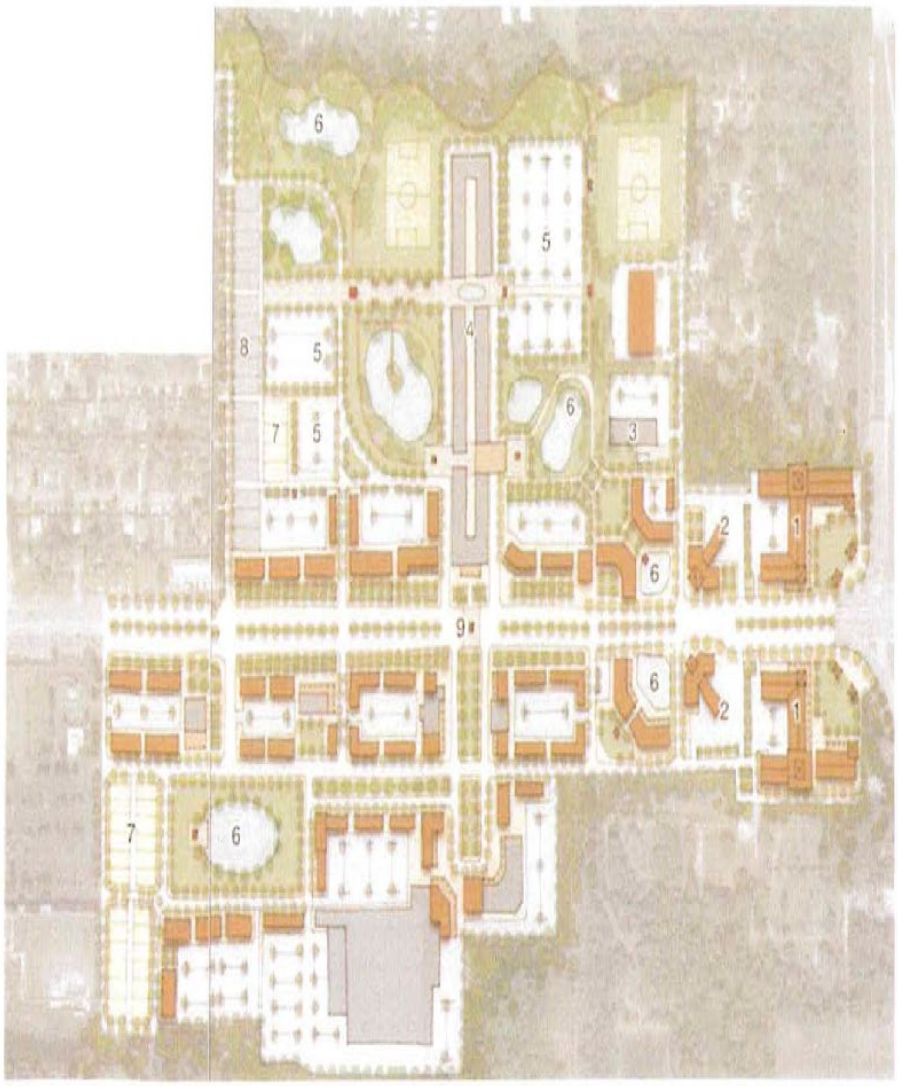

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Figure 4-V-14 illustrative design for redevelopment (Northeast area of Imperial Parkway and Bonita Beach Road)

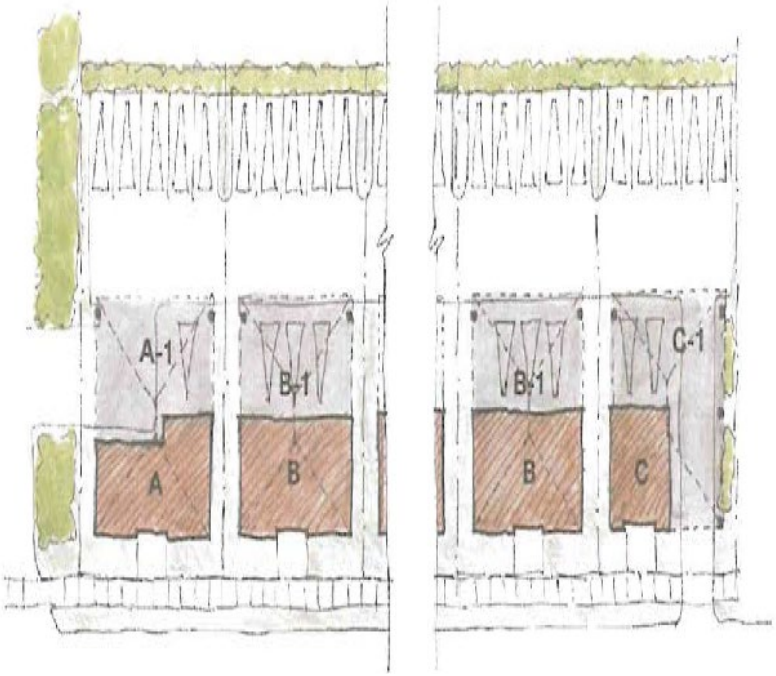
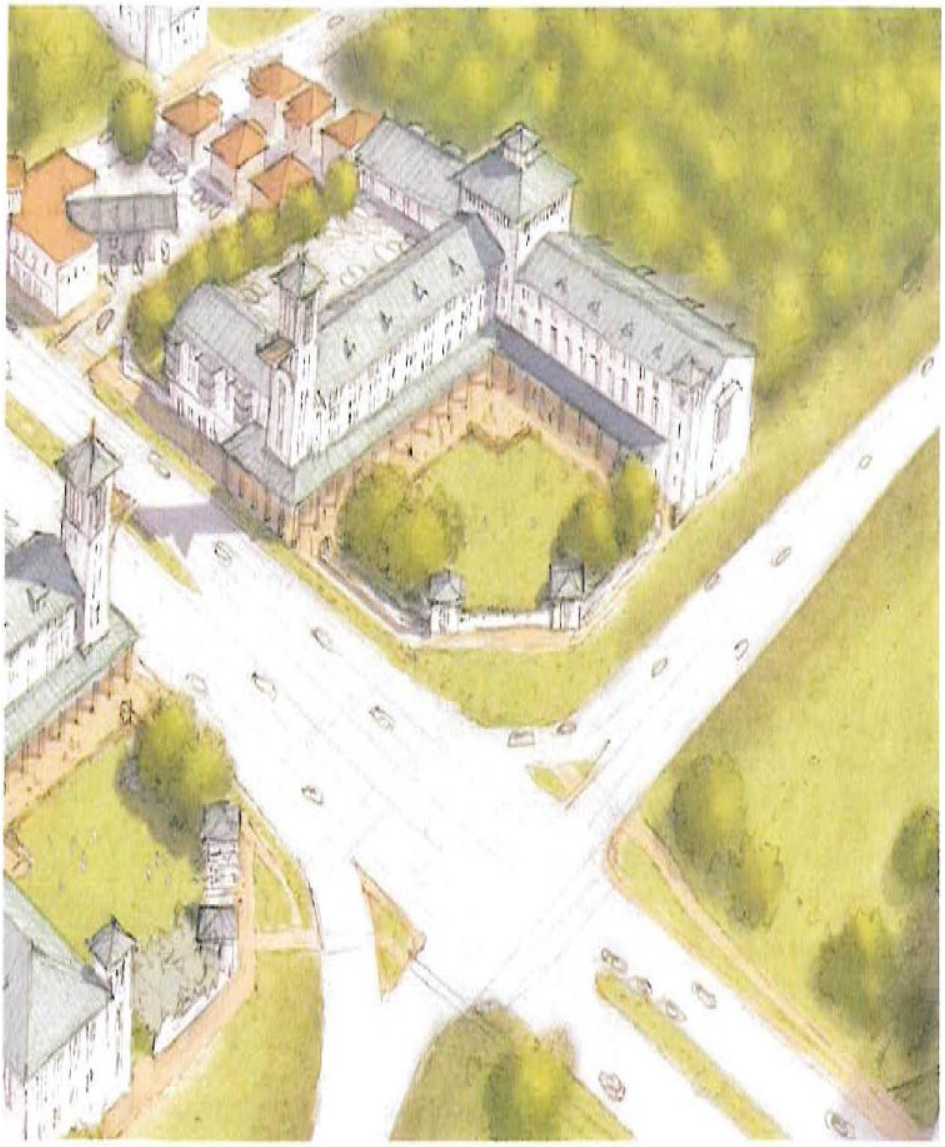


Figure 4-V-15 illustrative design for I-75 interchange



(Ord. No. 19-10 , § 1(Exh. A), 11-20-2019)

Sec. 4-900. Reserved.

Subdivision I. In General

Sec. 4-866. General provisions.

(a) *Intent.* The requirements set forth in this section are intended to:

(1) Support the goals, objectives and policies of the city's comprehensive plan and downtown district.

(2) Keep cognizant the elements are scale, aesthetics, predictability, and new investment.

(3) Capitalize on opportunities to attract the development of a variety of building types and uses in order to contribute to a robust economic base.

(4) Encourage mixed-use development within the downtown district in support of viable and diverse locally-oriented business and cultural institutions.

(5) Promote development attractive to past, present and future generations that allows them to participate in the economic growth.

(6) Enable a walkable streetscape and predictable, small-town urban character.

(7) Achieve context-based development and complete streets.

(b) *Application of the transect zones.* The transect, as a framework, identifies a range of habitats from the most natural to the most urban. Its continuum, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The transect methodology allows for a wide range of building types in each transect zone, arranged to provide balanced walkable streetscapes. This Code contains the following transect zones:

(1) T-5 urban zone consists of higher density mixed-use buildings that accommodate retail, offices, rowhouses, and multi-family. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the sidewalks. The T-5 urban zone has two variations:

a. The core T-5 zone is used for portions of downtown fronting Old-41 and near civic open spaces such as Riverside Park and the Imperial River. These important lots shall have retail-ready ground floors to activate Old-41, as well as gallery frontages to create a walkable and shaded streetscape. Other lots in the T-5 zone, are not required to have retail-ready ground floors but may have them by option (See: section 4-487(a)(2))

(2) T-4 general urban zone consists of a primarily residential urban fabric. It may have a wide range of building types: single-family houses, side-yard houses, rowhouses, and small apartment buildings. Live/work buildings with home occupations are allowed in small quantities. Setbacks and landscaping are variable. Most streets in their existing form lack sidewalks and curbs.

(3) T-3 sub-urban zone consists of low density residential areas, adjacent to higher zones that may have some mixed use. Accessory dwellings are allowed. Planting is naturalistic and setbacks are relatively

deep. Blocks may be large and the roads irregular to accommodate natural conditions. The T-3 sub-urban zone has two variations:

a. The restricted T-3 zone is used for portions of the downtown which are sub-divisions with an HOA or areas which contain multiple historically significant buildings. The T-3 zone is for all T-3 areas not included in the restricted zone.

(4) Civic zone consists of civic buildings and/or civic spaces appropriate to their transect zones.

(5) Special districts consist of areas with buildings that by their function, disposition, or configuration cannot, or should not, conform to one or more of the six normative transect zones. The existing industrial area in the southwest corner of the downtown district shall be designated as a special district with an emphasis on incubation of local businesses. City-owned parcels along the Imperial River are also designated to be a special district.

(c) *Boundaries of the downtown district.* The boundaries of the Bonita Springs Downtown Form-Based Code are derived from the boundary found on the Old U.S. 41 Corridor Redevelopment Master Plan, with slight modifications. These expansions of the boundary are shown below as Figure 2.1-1.

(1) *Regulating plan.* The boundaries of the downtown district shall be as outlined on Figure 2.1-1.

(d) *Applicability.*

(1) Unless approved through the planned development process, these standards shall apply to all new construction and substantial modifications within the downtown district. "Substantial modifications" shall be defined as any modification, alteration or repair or combination thereof, to a structure or land, which exceeds 50 percent of the combined building cost and land value, over a five-year period, as assessed by the Lee County Property Appraiser. Existing planned developments may voluntarily comply with the standards herein.

(2) This document shall replace all prior regulatory documents for the Downtown District of the City of Bonita Springs. Where a conflict exists between this section and other land development regulations, this section shall prevail, except for those contained within the comprehensive plan.

(a) Properties and/or projects located within the Downtown District but have frontage along Bonita Beach Road ~~shall~~ may be developed in accordance with the regulations of the Bonita Beach Road Corridor Overlay.

(3) This section may be expanded to other portions of the City of Bonita Springs, so long as their boundaries are explicitly defined under section 4-867(c) and added to Figure 2.1-1.

(4) Standards, activated by "shall", are regulatory in nature. Deviations from these standards shall only be permitted by variance or special exception in accordance with applicable LDC sections.

(5) Guidelines, activated by "should", are encouraged and recommended but not mandatory. Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(e) *Existing conditions.*

(1) Existing buildings, structures, and land features that do not conform to the requirements of this downtown district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50 percent or more of the combined building cost and land value, over a five-year period, as assessed by the Lee County Property Appraiser, and as outlined in LDC 4-866(d)(1).

(2) The adaptive re-use of a building shall not be required to comply with minimum height standards established in section 4-870.

(3) The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six new spaces are required.

(Ord. No. 20-10 , § 2(Exh. A, § 1), 11-4-2020; Ord. No. 21-02 , § 2(Exh. A), 5-19-2021)

Sec. 4-872. Storefronts and signage.

(a) *Unified storefront design:* The storefront windows, doors, signage, awnings, details and lighting shall be designed as a unified composition.

(1) *Storefront walls:* Storefronts shall be built of wood, brick, concrete siding, stone, custom metal work or steel frame. Storefronts shall not be constructed of extruded aluminum frames or panels.

(2) *Storefront windows:* First floor facades shall be a minimum of 70 percent clear glass as measured between the floor and ceiling including the glass area of the front door. Storefront glass shall be clear with no more than ten percent tinted. Reflective glass shall not be permitted along any commercial street. In flood-prone areas, glazing should not extend below the prescribed height to allow for easier flood proofing of the commercial space without having to raise the entire finish floor above the flood line.

(3) *Entrance doors:* Storefront entrance doors shall be recessed to allow the door to swing out without obstructing pedestrian flow on the sidewalk. Each tenant space shall have at least one three-foot wide door at the main entry. Storefront entrances shall be encouraged at building corners. Where appropriate, sliding or folding doors that allow the activity of the business to open adjacent to and onto the public sidewalk may be installed for restaurants and food services. Rear and side doors facing service alleys and parking lots are encouraged, but not required.

(4) *Bulkheads:* Storefronts shall have a minimum 12-inch high masonry kick plate or bulkhead along all street frontages. Storefront bulkheads shall be a maximum of 36 inches above the adjacent sidewalk except for when required for flood-proofing within the Imperial River floodway. Bulkheads shall be designed as an integral component of the overall storefront.

(5) *Sign bands:* Storefronts shall have a horizontal sign band at the top of the first floor window. Sign bands shall be an integral design with the storefront's elevation and details, and may be a contrasting color to the building. Sign bands may be up to 12 inches in height and may extend the entire length of the storefront. Sign bands shall not be internally illuminated but may be externally lit subject to the approval of the city.

(6) *Security gates and shutters:* Solid metal security gates and solid roll-down shutters shall not be permitted. Interior link or grill security devices may be permitted if they can be completely enclosed or hidden from view when not in use, and subject to the approval by the city.

(7) *Design for tenant flexibility:* The design of first and second floor commercial spaces should anticipate restaurant requirements. Accommodation for restaurant venting and sewage utilities such as grease traps and interceptors should be designed into the building. Designs shall anticipate potential commercial power and gas load needs. In addition, buildings shall provide maximum clear space between interior columns for the ground floor retail and activity spaces.

(8) *Store heights:* All first floors of commercial buildings shall have a minimum of 14-foot tall ceilings as measured between the finished floor and finished ceiling.

(9) *Outside commercial uses:* Temporary exterior commercial uses, seating, dining and displays along the storefront's adjacent sidewalks are encouraged subject to approval by the city. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet.

(10) Galleries at retail frontage in T-5 zone shall be continuous along frontage and made of metal. Decking at second- and third-story floors shall be made of wood, and railing shall be made of metal.

(11) *Awning materials:* Canvas, glass or metal awnings are encouraged and should be coordinated with the top edge of the ground floor windows and doorframes.

(12) *Awning configuration:* Awnings shall be a metal armature stretching a non-translucent membrane without side or bottom soffit panels. They shall consist of sloping squares or rectangles without side or bottom soffit panels and shall not be backlit from under or inside. Edgeless awnings are encouraged. External lighting of awnings may be permitted with the approval by the city.

(13) Awnings shall be a minimum of 60 inches wide by 60 deep, and shall not extend closer than two feet to the edge of the adjacent street curb. All awnings shall be integral to the overall design of the storefront and shall respect vertical column and window spacing. Awnings shall be at least seven feet high from the adjacent sidewalk.

(14) Round, half domed and plastic awnings are prohibited. Awnings shall not be used as signs, except as noted below, and shall have a maximum slope of 1:3 from the building to the edge. Awnings shall have a maximum of two colors subject to the approval by the city.

(15) Outdoor dining areas on sidewalk and public rights-of-way shall be allowed subject to the following standards:

a. Outdoor dining areas shall be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and

b. A minimum unobstructed pedestrian path of at least six feet wide shall be provided along public rights-of-way.

(b) *Exempted signs.* The signs specified in this section shall not require a sign permit provided that the sign complies with the standards prescribed hereunder:

(1) Changeable copy, in accordance with LDC Section 6-4(c)(1), maintenance in accordance with Section 6-4(c)(2), or the repainting of a sign shall not require a sign permit provided no structural and electrical changes are made.

(2) Signs erected entirely within the confines of a nonresidential or mixed-use site shall not require a sign permit, provided the sign cannot be viewed from streets or common property.

(3) Address and residential identification signs as defined in LDC Section 6-2;

(4) Holiday decorations, provided the decorations comply with LDC Section 6-6(1)(g), (h);

a. Holiday decorations, flags, streamers, and similar.

(5) Flags, in accordance with LDC Section 6-6(1)(d);

(6) Governmental and public safety signs, in accordance with LDC 6-6(1)(f);

(7) A-frame signs provided the signs are utilized in accordance with the regulations of Table 7.6-1 and 7.6-2;

(8) Residential construction signs, subject to the following:

a. One construction sign shall be permitted per construction project on each street frontage. The sign shall be erected no more than five days prior to any construction of the project, shall be confined to the site of construction, and shall be removed prior to the issuance of a certificate of occupancy.

b. Construction signs may denote the architect, engineer, contractor, subcontractor, owner, future tenant, financing agency, or other persons performing services or labor or supplying materials to the premises.

(9) Residential rental signs, subject to the following:

1. One sign may be attached to the house or mounted in the yard, provided that all signs must be removed once the residence is rented for a 60-day period of longer.

2. Signs are limited to four square feet in area.

(10) *Warning and instructional signs.*

a. Any posted property sign, as defined in LDC Section 6-2, which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four square feet in copy area and is not illuminated.

b. Any business information sign, as defined in LDC Section 6-2, provided any such sign does not four square feet in copy area.

(11) *Miscellaneous signs.*

a. Any memorial sign, or tablet, in accordance with 6-6(1)(l);

b. Any generic, architectural feature that is designed, integrated, and constructed as part of a building in accordance with a building permit or local development order approved by the city.

(c) *Prohibited signs and sign locations.* The following signs specified in this section are prohibited.

1. Billboards (replacements subject to LDC Ch. 6).

2. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, serviced or sold on the premises.

3. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.

4. Illuminated, animated, or inflatable signs.

5. Any sign that simulates emergency lights on emergency vehicles, traffic-control signals or devices, directional, informational, or warning signs erected by the POA, a government, utility, or similar agency.

6. Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.

7. Any sign that is wind or power operated including, streamers, pinwheels, and balloons.

8. No signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.

a. Temporary signs at street intersections are limited to 30 inches in height within a triangle measured 30 feet from the intersection along each right-of-way.

b. No permanent sign may be located within a triangle measured 30 feet from the intersection along each right-of-way.

(d) *Permitted signs.*

(1) *General.*

a. Unless explicitly exempted in LDC Section 4-872(b) of this chapter, a permit is required for all other signs permitted under this chapter. After original permit approval, no sign shall be moved or altered without additional approval.

b. Signs must conform with the following standards, as specified in Table 7.6-1 and illustrated in Table 7.6-2:

1. Sign type limitations by zone;

2. The height and area of the sign;

3. The number of signs per site;

4. The height of sign copy.

c. Exterior signs must be made of durable, weather resistant materials.

(2) *Clearance.*

a. Signs must provide the following clearance:

1. A minimum of nine feet over pedestrian ways;

2. A minimum of 13.5 feet over vehicular travel ways and parking aisles.

b. Signs located along streets must be a minimum of two feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

(3) *Removal.*

a. Signs must be removed as specified in Table 7.6-1, and as follows:

1. (P) Permanent; Signs do not require removal.

2. (O) Occupancy; Signs must be removed within seven days of the end of tenant occupancy.

3. (B) Business; Signs must be removed when the business is closed.

4. (T) Temporary; Signs must be removed within the time period specified by sign type.

5. Any moveable signs must be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.

(4) *Illumination.*

a. Internal sign illumination is limited to window and wall signs within storefronts.

b. Light sources must be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent streets, properties, or skyward.

(e) *Requirements by sign type.*

(1) *Band signs.*

a. Band signs may be located above tenant storefronts, below second story windows, and beneath the building cornice or coping.

b. Band sign copy must be at least six inches from building corners.

(2) *Banner signs.*

a. Banner signs must be made of flexible materials such as cloth, canvas, and vinyl.

b. Banner signs may be hung on the side of a building or suspended from a portion of a building structure.

(3) *Commercial construction signs.*

a. Signs are limited to identification of the name of the project, the architect, the developer, renderings, contractor, sub-contractor, landscaper, and financier.

b. Signs must be removed within five days of the final inspection.

c. Signs may only be erected after a development order has been issued. If a development order is not required, signs may only be erected after a building permit has been issued.

d. Signage must not be above ~~four~~ six feet from street grade and shall be in compliance with the standards of Table 7.6-1, except that signage may be of unlimited sign area if attached to an approved construction fence, provided that such signs do not exceed the height of the fence.

(4) *Corner signs.*

a. Corner signs are only permitted at building corners where each facade is along a street.

b. Corner signs may extend up to six feet above parapets.

(5) *For sale.*

a. Signs must be removed within seven days of closing

(6) *Ground signs.*

a. Ground signs are limited to the following locations:

1. Forecourts.

2. SD-DID.

3. C-OS.

b. The bottom of the sign must be within two feet of sidewalk grade.

c. Ground signs must be set back a minimum of ten feet from property lines.

(7) *Marquee signs.*

a. Marquee signs may be used for lodging and movie theaters. The City Architect may permit marquee signs for additional businesses upon request.

(8) *Projecting signs.*

a. Projecting signs must be erected on a wall of a building.

b. Projecting signs may project up to four feet from the wall of the building on which it is erected.

(9) *Open house, model home.*

a. Reserved.

b. Signs must be free standing on a stake or frame and cannot exceed four square feet.

c. The business name must be identified on signs, two in[ch] copy minimum.

d. Signs are allowed for three consecutive days in any one week.

e. Up to four signs may be located off site provided such signs are not located in any right of way.

(10) *Window signs.* Window signs may be:

a. Letters painted directly on the window;

b. Hanging signs hung interior of the glass;

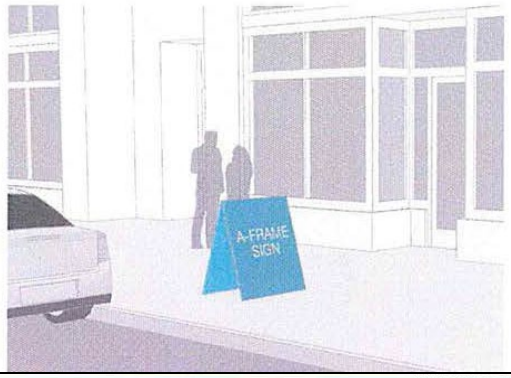
c. Vinyl applique letters applied to the window, consisting of individual letters or graphics with no visible background.

TABLE 7.6-1. GENERAL SIGN RESTRICTIONS								
Sign	SD	T3	T4	T5	Period	Number of signs (Max.)	Sign Area (Max.)	Copy Height (Max.)
A-Frame	✓		✓	✓	B	1 per tenant	9 sf. each side	n/a
Awning	✓		✓	✓	O	1 sloping plane, plus 1 valence per awning	75% of sloping plane; 75% area of awning valence	16 in. on sloping plane; 8 in. on valence
Banner/blade flags	✓		✓	✓	T	1 per event	per LDC Ch. 6	per LDC Ch. 6
Canopy	✓		✓	✓	P	1 per canopy	2 sf. per linear foot of shopfront	30 in.
Commercial Construction				✓	T	1 per construction	32 ft.	n/a
Corner	✓		✓	✓	P	1 per building	40 sf.	n/a
For Sale	✓	✓	✓	✓	T	1 per lot plus	4 sf. each side, 60 in. above grade	n/a
Ground	✓				P	1 per frontage	36 sf. each side	n/a
Hanging	✓		✓	✓	P	1 per tenant	6 sf. each side	n/a
Marquee	✓		✓	✓	P	1 per entry	n/a	n/a
Mural	✓		✓	✓	P	1 per frontage	n/a	n/a
Projecting	✓		✓	✓	P	1 per tenant	6 sf. each side	8 in.
Open House Estate Sale Model Home	✓	✓	✓	✓	T	1 per lot	3 sf. each side, 30 in. above grade	n/a

Wall Sign	✓		✓	✓	O	1 per frontage	3 sf. per linear ft.	18 in.
Window	✓		✓	✓	O	1 per window	25% of glazed area	12 in.

TABLE 7.6-2. SIGN TYPES ILLUSTRATED

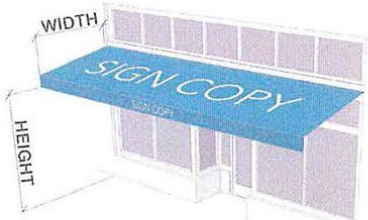
A-FRAME SIGN





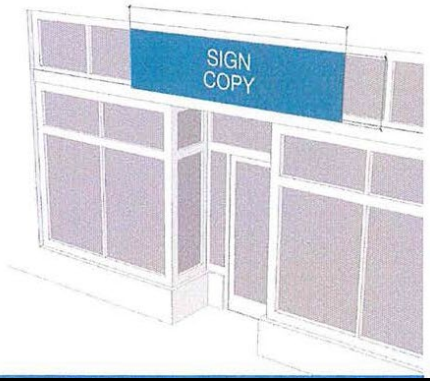
AWNING SIGN





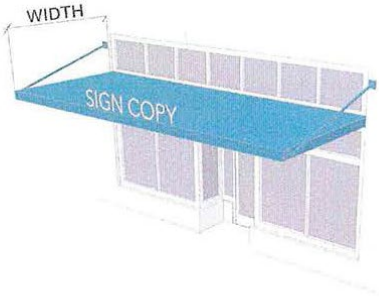
BANNER SIGN



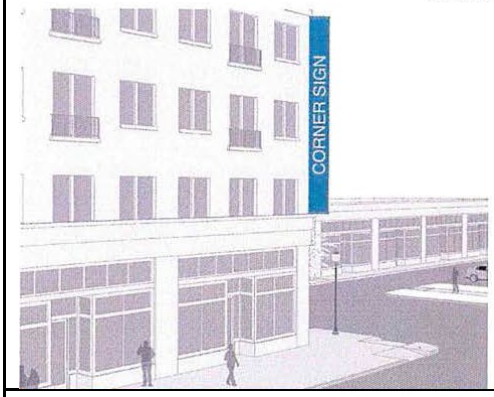


CANOPY SIGN





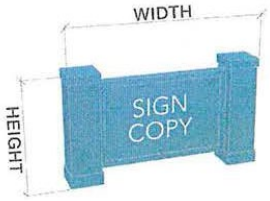
CORNER SIGN



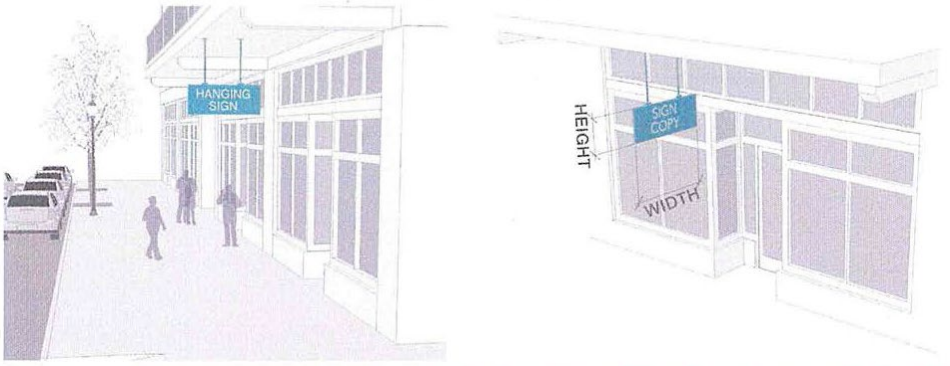


GROUND SIGN (*SPECIAL DISTRICTS ONLY)





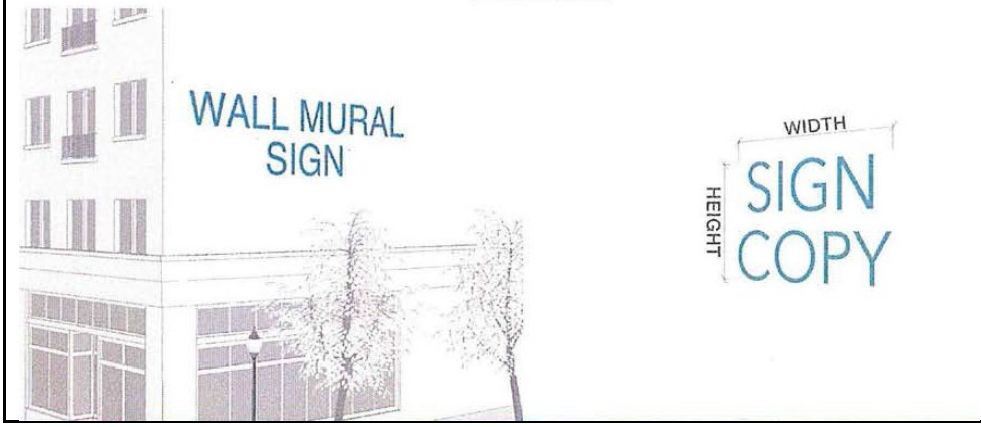
HANGING SIGN



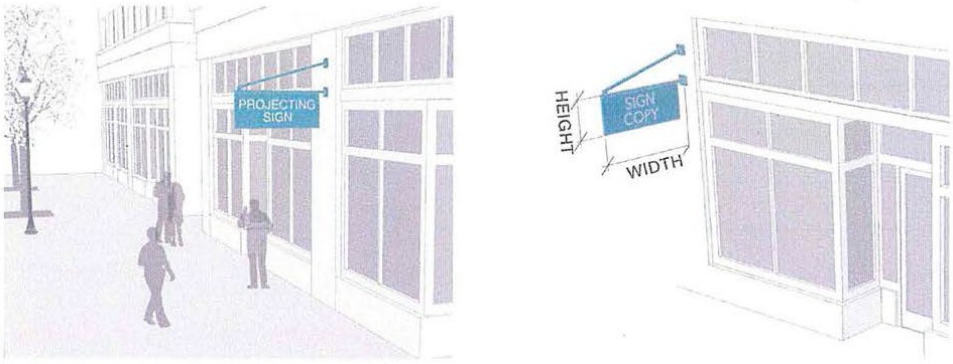
MARQUEE SIGN



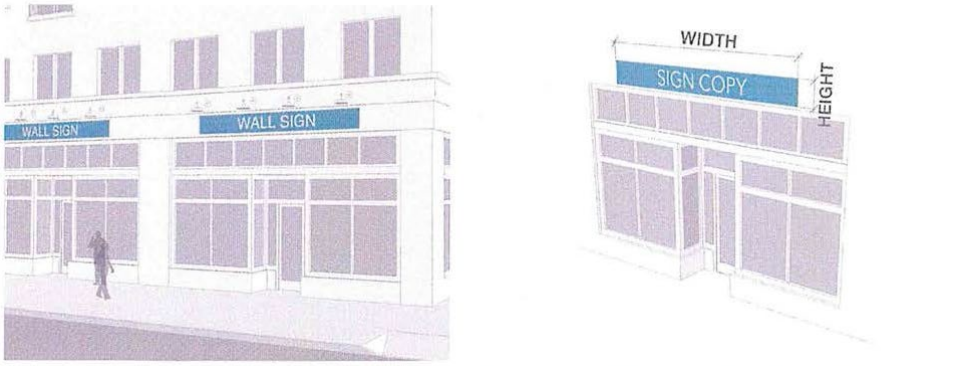
MURAL SIGN



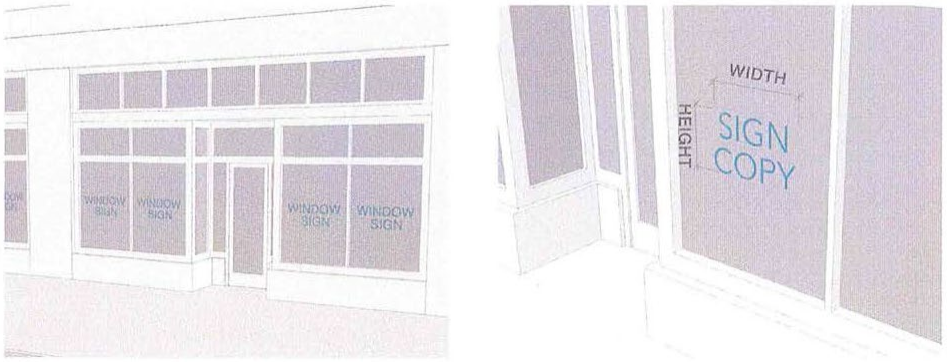
PROJECTING SIGN



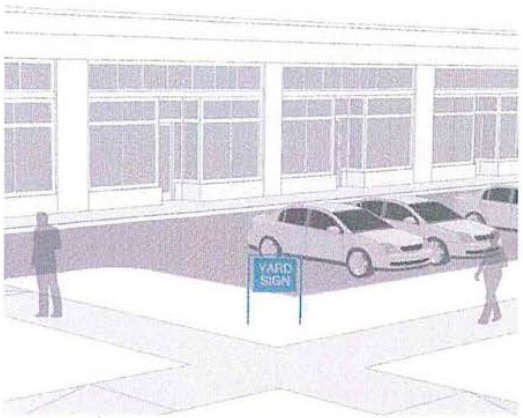
WALL SIGN



WINDOW SIGN



Wayfinding sign





(Ord. No. 20-10 , § 2(Exh. A, § 7), 11-4-2020; Ord. No. 21-02 , § 2(Exh. A), 5-19-2021)

CITY OF BONITA SPRINGS	Green Sheet No. 23-04-077
AGENDA ITEM SUMMARY	April 19, 2023

REQUESTED MOTION: Approve a change order to the Weston and Sampson Facility Assessment Study to account for the Hurricane Ian Event for a total not to exceed amount of $71,400.00.

REQUESTOR: Lora Taylor, Director of Communications

AGENDA: City Manager's Items

STRATEGIC PRIORITY: None

BACKGROUND: On June 1, 2022 City Council authorized city staff to execute a multi-year contract with Weston and Sampson for a facility assessment study for $360,431.00. The assessment study includes six city owned sites comprised of nineteen buildings. Initial site visits are complete. The additional services consist of revisions to the assessment study to account for the Hurricane Ian event and the Liles Hotel Roof Structure Repair engineering services.

Weston and Sampson will perform the evaluation and assessment, as it relates to findings from Hurricane Ian and develop recommendations related to Hurricane Ian and future similar events.

This effort includes supplementing and updating the pre-hurricane resiliency and climate hazard evaluation of the facilities with the site -specific findings from Hurricane Ian. Various options for flood proofing certain at-risk buildings, including their pros and cons, will be reported.

Funding is available in City Facility Major Repairs, 30.270.519.4924.

STAFF RECOMMENDATION: Approve a change order to the Weston and Sampson Facility Assessment Study to account for the Hurricane Ian Event for a total not to exceed amount of $71,400.00.

ATTACHMENTS:

1. Change order
2. Facility Condition Assessment Additional Services fee breakdown
3. Scope of services for Facility Condition Assessment Study-Additional Services- Hurricane Ian

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REVIEWERS:

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

CITY OF BONITA SPRINGS CONSTRUCTION CONTRACT
CHANGE ORDER - TYPE I

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

CONTRACT/PROJECT NAME: City of Bonita Springs Facility Assessment Study

CONTRACTOR: Weston and Sampson Engineers PROJECT NO.:

CONTRACT NO.: BSC-22-07-130 BID NO.:

CHANGE REQUESTED BY: Lora Taylor, Communications Director DATE OF REQUEST: April 19, 2023

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: Additional evaluation services to reflect damages after Hurricane Ian. Weston and Sampson will perform the evaluation and assessment and supplement their initial findings with this information.

Purpose of Change Order:

Attachments (List documents supporting change)

CHANGE IN CONTRACT PRICE:

Original Contract Price

$ _$360,431.00

Previous Change Orders No. to No.

$

Contract Price prior to this Change Order

$ _$360,431.00

Net Increase (Decrease)
of this Change Order
$ _$71,400.00

Contract Price with all approved Change Orders

$ 431,831.00

CHANGE IN CONTRACT TIME:

Original Contract Time

Calendar Days
Net change from previous Change Orders

Calendar Days
Contract Time prior to this Change Order

Calendar Days
Net Increase (Decrease)
of this Change Order

Calendar Days
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.

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: _____
Public Works Date

ACCEPTED:

By: _____
Contractor

Date Accepted: _____

Corporate Seal

APPROVAL:

By: _____
Mayor - City of Bonita Springs

Date Approved: _____

By: _____
City Attorney's Office

Date Approved: _____

City of Bonita Springs - Facility Condition Assessment

Fee Breakdown (3/31/2023) - with CHANGE ORDER

Friday, March 31, 2023

By Weston & Sampson, Inc.

TASK NO.	TASK DESCRIPTION	ORIGINAL FEE	CHANGE ORDER	TOTAL FEE
1	OBTAIN INFORMATION			
1.01	Initial Review, Gathering of Info, Prep for Site Observations (1)	$ 23,580	$ 3,500	$ 27,080
1.02	Site Observations (1)	$ 70,659	$ 19,100	$ 89,759
1.02	Laser Scanning and Drone Survey	$ 37,510	$ 4,400	$ 41,910
1.02	Information Technology - IT	$ 8,390	$ -	$ 8,390
1.02	Material Sampling and Testing (2)	$ 26,826	$ 7,200	$ 34,026
2	COMPILE, EVALUATE & ASSESS			
2.01	Compile Data (1)	$ 30,289	$ 5,400	$ 35,689
2.01	Base Plan Drawings	$ 27,642	$ -	$ 27,642
2.01	Categorize Deficiencies (1)	$ 10,100	$ 2,100	$ 12,200
2.02	Evaluate & Assess (1)	$ 34,570	$ 8,600	$ 43,170
2.02	Meetings with Bonita Springs Staff	$ 17,810	$ -	$ 17,810
2.02	Cost Estimates (1)	$ 16,590	$ 3,100	$ 19,690
3	SUMMARY REPORT			
3.01	Draft Report & Review Mtg with City (1)	$ 34,402	$ 11,700	$ 46,102
3.02	Final Report (1)	$ 22,063	$ 6,300	$ 28,363
	TOTAL FEE	$ 360,431	**$ 71,400**	$ 431,831
				(3)

CHANGE ORDER footnotes below: (see Scope of Services for more information)

(1) By Weston & Sampson, with assistance from RG Architects, Burgess Brant, and Team Logic as applicable

(2) Additional mold testing by Ardaman & Associates if needed is based upon $3,600 Lump Sum fee for each site tested, estimated for budgeting purposes as two total = $7,200.

(3) Total Change Order is a not to exceed amount based upon LUMP SUM billing.

Original Scope Date: June 29, 2022
Additional Services: March 31,

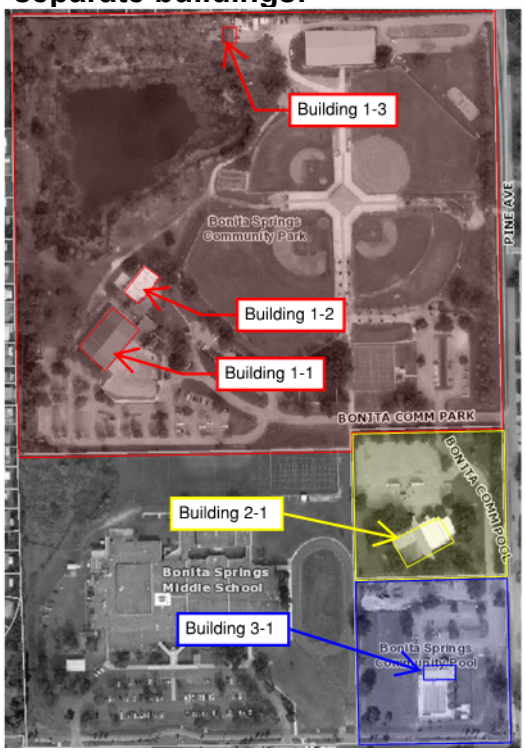
SCOPE OF SERVICES
BONITA SPRINGS
FACILITY CONDITION ASSESSMENT STUDY

CONSULTANT shall provide and perform the following services.
For ease of use, the original scope of services is provided below with the Additional Services shown highlighted in yellow. The Additional Services consist of additions and revisions to the assessment study to account for the Hurricane Ian event.

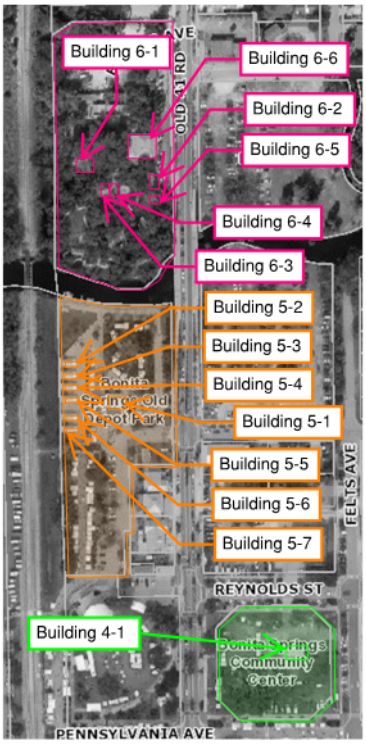
The project involves preparing condition assessments of the buildings and grounds at the following six (6) sites:

1. Recreation Center, 26740 Pine Avenue
2. Former Library, 26876 Pine Avenue
3. Community Pool, 26890 Pine Avenue
4. Sheriff's office substation, 10520 Reynolds Street
5. Liles Hotel, 27300 Old 41 Road
6. Everglades Wonder Gardens, 27180 Old 41 Road

The buildings include approximately 51,260 square feet of floor space **consisting of 19 separate buildings:**



Site #	Building #	Building Name	Square Footage	Year Built
1	1-1	"New" Rec Building	15,985	1995
1	1-2	"Old" Rec Building	4,588	1979
1	1-3	Maintenance Building	1,074	1991
2	2-1	Old Library	11,562	1983
3	3-1	Pool House	1,590	1990
4	4-1	Sheriff's Substation	960	1960
5	5-1	Lisles Hotel	5,420	1944
5	5-2	Artist's Cottage	300	1944
5	5-3	Artist's Cottage	300	1944
5	5-4	Artist's Cottage	300	1944
5	5-5	Artist's Cottage	300	1944
5	5-6	Artist's Cottage	300	1944
5	5-7	Artist's Cottage	300	1944
6	6-1	Admin Office	788	1949
6	6-2	Welcome Center	2,300	1947
6	6-3	Barn #1	1,600	1947
6	6-4	Barn #2	1,500	1970
6	6-5	Tea House	375	Unknown
6	6-6	Restaurant	1,718	1946
		TOTAL	51,260	



TASK 1.00 OBTAIN INFORMATION

1.01. Initial Preparation & Review – In advance of the on-site observation, the CONSULTANT shall review existing facility information provided by the CITY, interview knowledgeable staff, and coordinate provisions for site access.

A. Available CITY-supplied documents, including as-built record drawings, shall be reviewed to obtain knowledge about the facility and used to supplement and support the information that will be visually gathered on-site. The initial feedback from the CITY indicates there are limited drawings available for the buildings. Information received to-date include:

- Lee County Property Appraiser data (pdf files dated 3/10/22) from email dated 3/11/22
- Summary list with background information in email dated 3/11/22. Includes: Sheriff Substation, Liles Hotel, Small and Large Recreation Center buildings

B. Other information on the facility to be considered in the assessment will be gathered through limited research of readily available information and interviews with knowledgeable staff (identified by the CITY) either by telephone, email, video conference, or on-site at the time of the site observation (Task 1.02).

- The CITY may identify areas of concern, such as known water leaks, drainage issues, structural or mechanical deterioration, recent repairs, and typical yearly maintenance needs at the facility.
- **Maintenance and Repairs to these buildings by the CITY underway at this time shall be provided to the CONSULTANT.**
- CONSULTANT will coordinate through the CITY and Bonita Springs Utilities for site utility information, as applicable.

C. The CONSULTANT will work with the CITY to coordinate and plan the site observation, including the dates and times of visits, CITY person(s) available to provide access to rooms and areas throughout the facility and provisions for ladders and/or lifts, or other arrangements that may be beneficial to the observation.

- The site observation planning is also intended to help avoid disruption of activities at the facilities, if possible, during the site visit(s).

- The CONSULTANT will be responsible for furnishing any ladders and/or lifts, if identified as being needed to access certain areas for viewing.

D. Post - Hurricane Ian / Gather and Review Information

- Gather and review information provided by CITY in email dated 3/13/2023, from Parks and Recreation Director, related to the flooding and damage that occurred as a result of Hurricane Ian
- Interview CITY staff members to seek additional knowledge on the storm impacts and the post-hurricane remediation that was completed or is planned. We assume a maximum of three meetings and some email correspondence for this task.

1.02. Site Observation – Perform visually based on-site observation of the buildings and grounds for the six sites identified above.

The observation will be performed by a team of local architects and engineers licensed in Florida and specialized to assess the grounds (parking lot layout, paving, drainage, landscaping, etc.), architectural, structural, building envelope, mechanical, electrical, plumbing components, and information technology of the facility.

A. The primary objective of the observation is to obtain, through visual means, additional information that will be used to provide a comprehensive general assessment of existing conditions throughout the facility according to the expertise and judgement of the team. The team will focus on identifying significant deficiencies in need of maintenance, repair, replacement, upgrade, or capital renewal action, and make note of observed locations with damage, significant deterioration, and previous repairs.

- The observation will cover all general areas of the facility readily accessible by foot and cover limited locations accessible by ladder and boom lift.

- Assess the structural integrity of the building as can be deduced from visual observation, (settlement cracking, steel deterioration, walls out of plumb, or visual deflection of beams, lintels, columns, etc.)

- Conduct a visual inspection for envelope weather-tightness by identifying / reviewing any evidence of water or moisture infiltration, as observed from the interior of the building, and/ or as seen from deficiencies in the integrity of the exterior envelope assemblies/ materials.

Post – Hurricane Ian / Additional Site Observations

- Perform another round of site observations, but of less effort than the initial round of site observations. This work will include visiting all facilities to observe and verify the damage reported by the CITY and to check for other damage. The effort is to ascertain extent of hurricane damage to building envelopes, mechanical systems, electrical systems, and sites.

B. Perform a high-level building field assessment to review the following:

- Building envelope (cladding, glazing, and roofing/waterproofing) (All Buildings tabulated above, as applicable)

- Perimeter review and integrity assessment of components, (foundation walls exposed to view, exterior masonry, windows, doors, fixtures, gutters/ downspouts, etc.) (All Buildings tabulated above, as applicable)

- Building Code issues, (identify any life-safety concerns: egress, stairs, railing, sprinklers, exit hardware, etc.) (All Buildings tabulated above, as applicable)

- Americans with Disabilities Act (ADA) compliance, (review of items related to access requirements, (floor elevation(s), entrances/ exits, elevator, ramps, toilet facility clearances, doorway, and travel widths, etc.) (All Buildings tabulated above, as applicable)

- Electrical system(s), (lighting, electrical panels, switches, outlets, etc.) (All Buildings tabulated above, as applicable)

- Information Technology (IT) (assessment and evaluation of network topology, network functionality, and network environment) (All Buildings tabulated above, as applicable)

- Plumbing system(s), (fixtures, drinking fountains, piping as exposed to view) (All Buildings tabulated above, as applicable)

- Heating, Ventilation and Cooling (HVAC) system(s) (All Buildings tabulated above, as applicable)

- Fire protection system(s) (All Buildings tabulated above, as applicable)

- Interior spaces (walls, doors, flooring, ceilings, room sizes, materials, finishes, conditions) (All Buildings tabulated above, as applicable)

- Measuring during the observation will be minimized, as the intent is to rely on the existing drawings received under Task 1.01A. Besides providing a detailed layout of the facilities and square-foot areas of the spaces, these documents will be helpful in referencing and documenting photographs and field notes during the visit.

C. Perform a high-level assessment of the grounds to review the following:

- Parking lot paving and striping

- Parking lot layout

- Parking lot landscaping

- Drainage

- Utilities

- Parking lot lighting

- Animal Enclosure Structures (Site 6 only)

D. Laser scanning

- Laser scanning equipment will be utilized as deemed necessary to gather geometric points and images from inside of the Old Library (Building 2-1) and from the exterior of the "New" Recreation Building, Old Library, and Liles Hotel (Buildings 1-1, 2-1 and 5-1 only). This will be gathered to supplement other field measurements and record drawings - when available.

E. Drones

- Drones will be utilized to obtain photos/videos within the larger open area of the Old Library (Building 2-1) for potential presentation purposes.

- Drones will be utilized to obtain photos/videos of exterior features of all eighteen (19) buildings, primarily from above the roof, and from above the six (6) sites. The Drone imagery will provide additional visual information to assess the existing condition of the exterior building envelops.

- Selective images will be included as figures in the report

- Obtain additional post-hurricane drone photos at select relevant sites to identify damage and document post-hurricane conditions especially at roof tops.

F. Material sampling and testing

- Due to the age of the Buildings, it is suspected that there may be Asbestos Containing Materials, Mold, and Lead-Based Paint present.

- The condition assessment will include collection and testing for asbestos of up to 150 samples of various materials identified during the site observation (All Buildings tabulated above, as applicable)

- The condition assessment will include collection and testing for mold of up to 75 samples at various locations identified during the site observation (All Buildings tabulated above, as applicable)

    - Perform additional post-hurricane mold sampling and testing of buildings within the project sites if requested, including follow-up meetings with CITY.

- The condition assessment will include utilizing test swabs for preliminary testing for lead paint of up to 60 locations of paints identified during the site observation. (All Buildings tabulated above, as applicable)

- The condition assessment will include up to twelve (12) pavement cores of asphalt pavement to ascertain the pavement thickness and conditions.

G. Cursory sufficiency testing of mechanical, electrical, and plumbing systems is included, with the intent being to provide an estimate of the remaining useful life of major components and kitchen appliances as well as determination of whether the equipment is obsolete. (All Buildings tabulated above, as applicable)

TASK 2.00 COMPILE, EVALUATE & ASSESS

2.01. Compile Data - The team of Florida licensed engineers and architects will identify, compile, and sort the relevant information gathered from Tasks 1.01 and 1.02. This information will include deficiencies, construction/install dates for the main facility and its individual components, and an approximate sum of the gross areas and quantities to be used in estimating base values (replacement cost) of the facility and its components.

Develop base plan drawings which would be shared among the team of Florida licensed engineers and architects and incorporated into the final report. Drawings to indicate and note existing conditions and recommendations for improvements. Drawing platform will consist of primitive BIM models (limited detail – 3D) to support approximate quantity take-offs.

Having been identified during the site observation or through research and review of the documents, interviews of knowledgeable staff, code compliance checks, material testing, and evaluation involving limited engineering or scientific analysis, a final list of significant deficiencies will be compiled.

A. Each significant deficiency will be assigned to one or more of the following categories which represents the cause or reason for the deficiency.

- Life-safety code compliance
- Building code compliance
- ADA Compliance
- Building integrity
- Functionality
- Appearance
- Energy
- Resiliency

2.02. Evaluate & Assess – After having compiled and sorted the data, the team of professionals will collaborate to evaluate and assess the overall facility. The evaluation will not include design services or environmental studies.

A. Priorities and Schedule – For each deficiency, the priority level with an associated time frame (schedule by year) recommended to complete the work (repair, replacement, etc.) will be established, according to the urgency of need. Up to three priority levels will be established for the facility according to the observed findings. The list given below is a representative example only.

Priority 1 – Currently Critical (Immediate)
- Correct a cited safety hazard
- Stop accelerated deterioration

- Return a facility to operation

Priority 2 - Potentially Critical and/or Necessary (Years 1 - 5)
- Intermittent operations
- Active deterioration
- Potential life safety hazards
- Predictable deterioration
- Potential downtime
- Associated damage or higher costs if deferred further

Priority 3 – Recommended (Beyond Year 5)
- Sensible improvement to existing conditions (not required for the most basic function of the facility) either to improve overall usability and/or reduce long term maintenance and utility costs.
- Stop accelerated deterioration
- Return a facility to operation

B. Meetings with City

- Attend up to eight (8) meetings via in-person, TEAMs, GoToMeeting, or another platform:
  - One Kick-off meeting
  - Pre-observation meetings (up to three (3) virtual or on-site)
  - Milestone review meetings: These meetings will serve to review the initial findings of the assessment and receive feedback and direction from the City prior to proceeding with developing final recommendations for improvements and the associated construction cost estimates. A draft document, in Word and PDF format, listing the deficiencies and priorities identified in Tasks 2.01A and 2.02A will be provided to the County in advance of the meeting. Other discussion topics may include:
    - Review the priorities and schedules and adjust as applicable before proceeding with final recommendations and Alternative Cost Comparison
    - Determine anticipate construction start dates for highest priority improvements and other dates to consider for future lower priority improvements.
    - Future considerations that may impact and influence final recommendations.

C. Alternative Cost Comparison – Develop preliminary order of magnitude cost opinions for the following Alternatives:

- Alternative 1 – Construction costs associated with the recommended improvements at each existing facility and site feature

- Alternative 2 – Construction cost associated with removal and replacement of existing facilities where applicable based on dollars per square foot for each applicable building type

D. Hurricane Ian - Compile data and perform the evaluation and assessment, as it relates to findings from Hurricane Ian. This task will be used to supplement the pre-hurricane findings and assessment (Tasks A, B, and C above), where appropriate, and to develop recommendations related to the event of Hurricane Ian and future similar events.

This effort includes supplementing and updating the pre-hurricane resiliency and climate hazard evaluation of the facilities with the site - specific findings from Hurricane Ian. Various options for flood proofing certain at-risk buildings, including their pros and cons will be reported.

TASK 3.00 SUMMARY REPORT

3.01. Draft Report

A. Prepare a draft facility condition assessment report. It is anticipated the report will be approximately 200 to 250 pages in length, including some representative record plans (provided by the CITY), drawings prepared to indicate significant findings and improvement recommendations, representative photographs, and lists/tables summarizing the data and findings. The following sections will be included in the report:

- Executive Summary
- Criteria and Assumptions
- Description of Existing Conditions
- Evaluation and Assessment (summary of findings and cost opinions, and alternative cost comparison)
- Conclusions & Recommendations

B. Submit a Word and PDF electronic copy to CITY for review

C. Schedule and attend one (1) meeting with representatives of CITY to review the draft report and receive comments

D. Update the report to include the impacts of Hurricane Ian and related recommendations. The pre-hurricane assessment will be updated and revised where appropriate.

3.02. Final Report

A. Incorporate review comments and finalize the report

- Incorporate review comments from draft report related to Hurricane Ian and finalize report

B. Submit one signed & sealed paper copy and one electronic PDF copy of the final report to CITY

3.03 Additional Clarifications, Assumptions and Exclusions

A. The current use of each of the buildings will remain the same in the future, except for the Old Library Building (the use of which by the City has not yet been determined).

B. Drawing Images for inclusion in the report to show basic existing information and findings are estimated to include the following type and quantity:

Description	Quantity
Civil/Site Plans	7
Building Plan Views*	9
Building Section and Partial Section Views	11
Simple Building Key Plans**	11
Wonder Garden Key Plan – Animal Enclosures	1
TOTAL	39

* The hotel will require a plan for each of the two floors.

**Simple key plans will be utilized for the maintenance building, 6 cottages, 2 barns, restaurant and the tea house.

C. The structural assessment evaluation of the buildings will include consideration of the following: field observed existing conditions of members, connections, and systems; building code compliancy including order-of-magnitude comparison of demand/capacity design forces between original and present codes; and a general resiliency assessment that considers as-assessed structural integrity for vulnerability to continued service. A detailed structural analysis will not be performed.

D. Resiliency assessment will include Identifying the site's vulnerability to present extreme weather events using previously generated and publicly available data. Critical facilities/systems within the site will be identified as well as their critical flood elevation thresholds. The results will provide an understanding of the scope and scale of physical vulnerabilities to climate change impacts to inform short term solutions and future capital improvement decisions.

E. The condition assessment evaluation and report will use information provided in CITY-supplied documents (Task 1.01A) received no later than 60 days from Notice to Proceed.

F. Animal enclosures at the Everglades Wonder Gardens are for housing animals not humans therefore evaluation will not include building code compliancy checks. Condition assessment evaluation, which may be limited due to restricted accessibility, will be performed with the intent to evaluate the general condition of components to identify maintenance needs and potential public safety concerns.

G. Underground utility evaluation will be based on available record drawings obtained from Bonita Springs Utilities. Field investigations will not be performed for underground utilities as part of the scope but may be provided as an additional service.

H. The following items are specifically excluded from the scope of work:

- Detailed land surveys requiring a professional Surveyor and Mapper
- Design services associated with recommended repairs
- Geotechnical services
- Video inspection of gravity sewer pipes, storm drains, building plumbing pipes, etc.
- Land Development Code Compliance
- Building code compliancy of animal enclosures – see bullet F above
- Detailed 3rd party cost estimating will not be provided

PROJECT SCHEDULE

The Draft Report that includes the additional services related to Hurricane Ian will be submitted by CONSULTANT within 7 weeks after notice-to-proceed.

FEE

The total Change Order fee for additional services is estimated at $71,400 as given on the attached Fee Breakdown table. The fee is based upon LUMP SUM billing.

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CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-082
April 19, 2023

REQUESTED MOTION: Discussion regarding potential land development code (LDC) amendments to the LDC Chapter 7, Article XII-Dock and Shoreline Structures.

REQUESTOR: John Dulmer, Director of Community Development

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

The Dock and Shoreline Structures Code was originally adopted as part of the City's Land Development Code (LDC) in 2000 and was last amended in 2021. Staff has identified changes needed resulting from widespread dock reconstruction from Hurricane Ian and minor items that need clarification from implementation of the most recent LDC amendments. The main changes seek to promote safe boating practices while protecting riparian access and navigability of the waterways.

Staff recommends scheduling the LDC amendments for the May Local Planning Agency meeting and May/June City Council meetings (May 17 and June 7) for first and second reading.

STAFF RECOMMENDATION: City Council's pleasure

ATTACHMENTS: None

REVIEWERS:

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-081
April 19, 2023

REQUESTED MOTION: Discussion regarding potential land development code (LDC) amendments to the LDC Chapter 7, Article II-Sea Turtles and direction to staff.

REQUESTOR: John Dulmer and Laura Gibson, Community Development

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

In December of 2020, the State of Florida updated its Model Lighting Ordinance for Sea Turtle Protection. The state has delegated authority for establishment and enforcement of sea turtle protection regulations to local municipalities that contain sea turtle nesting habitat. The city adopted sea turtle protection regulations initially from Lee County in 2001 and amended them in 2006. Since then, there have been a number of changes in lighting technology and research on the protection of endangered sea turtles. Many of these changes have been incorporated into the revised Model Ordinance, and staff recommends the city's regulations be updated for general consistency with the Model Ordinance and adjacent municipalities.

Staff recommends scheduling the LDC amendments for the May Local Planning Agency meeting and May/June City Council meetings (May 17 and June 7) for first and second reading.

STAFF RECOMMENDATION: City Council's pleasure

ATTACHMENTS: None

REVIEWERS:

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

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-04-076
April 19, 2023

REQUESTED MOTION: Presentation of the Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs and review of the February Financial Report

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Adminstrative Services

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Bonita Springs for its annual comprehensive financial report for the fiscal year ended September 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Staff will also be providing a brief presentation on the attached fiscal year to date financial report for February 28, 2023. This report is for five months of operations in the 2022-2023 fiscal year.

STAFF RECOMMENDATION: Receive presentation and acknowledge award.

ATTACHMENTS:

1. Presentation
2. Certificate of Achievement for Excellence in Financial Reporting
3. Financial Report

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

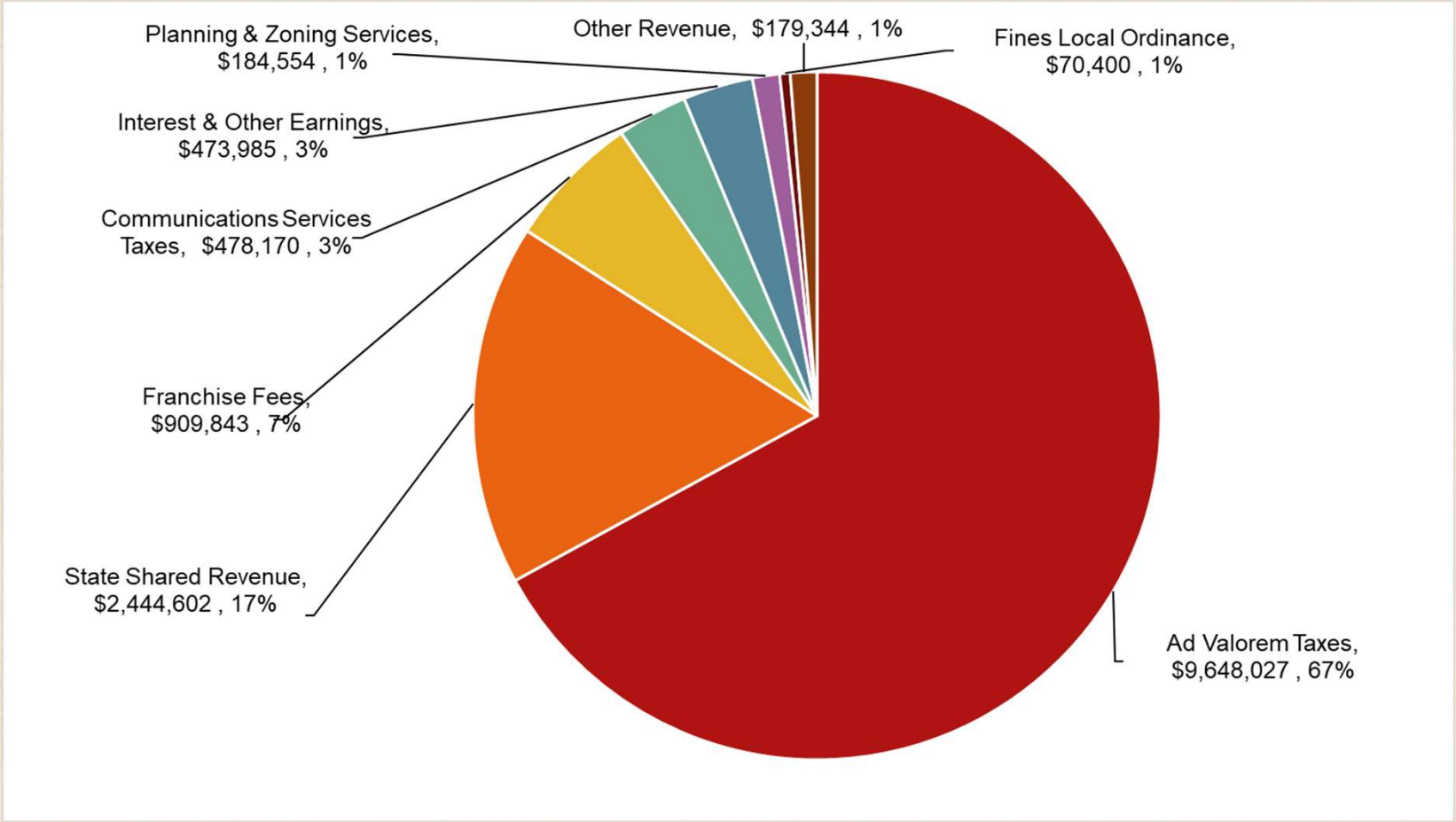
February Financial Report



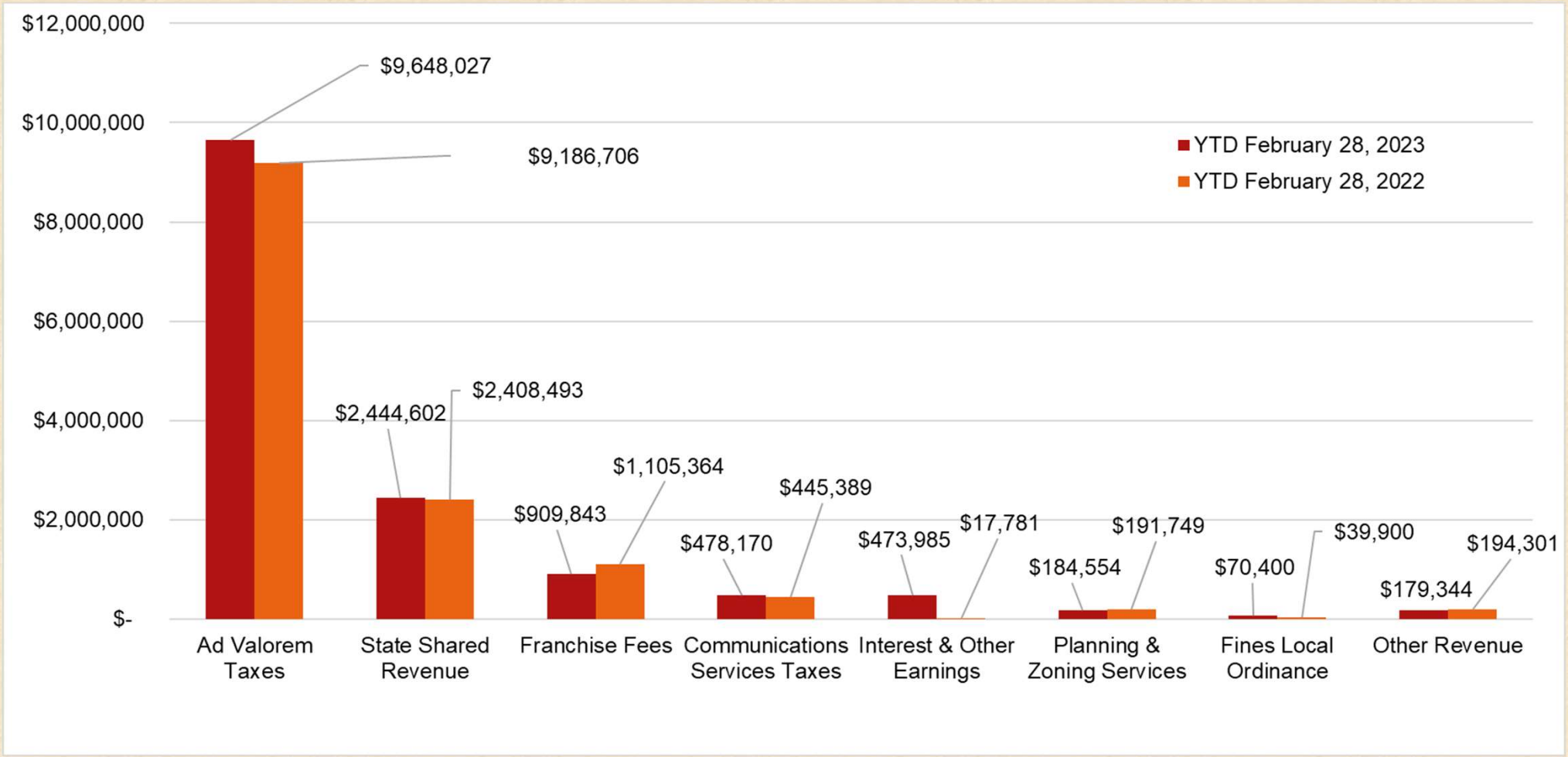
Certificate of Achievement for Excellence in Financial Reporting

- The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.
- Many thanks to our Financial Staff

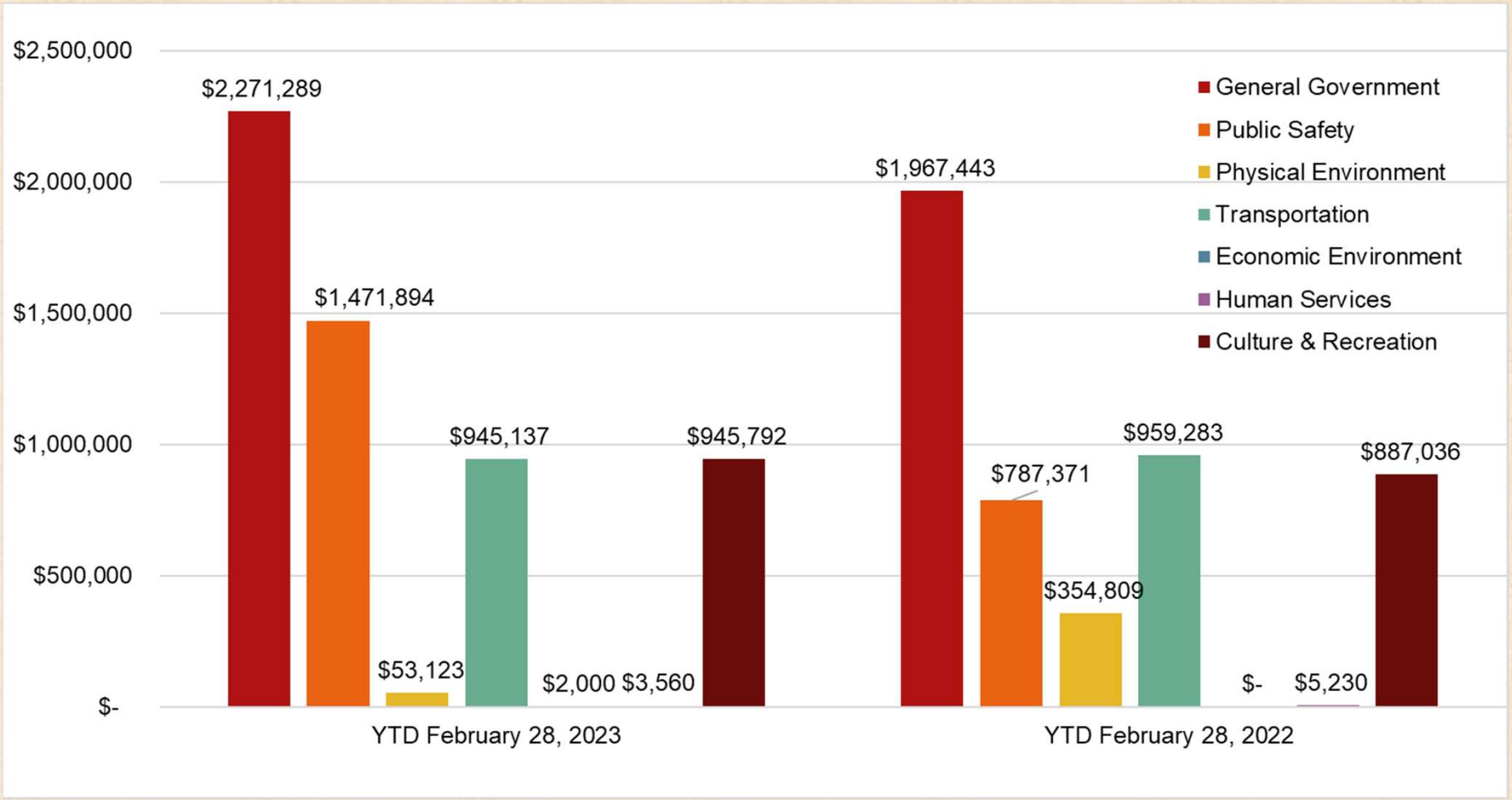
General Fund Revenue as of February 28, 2023



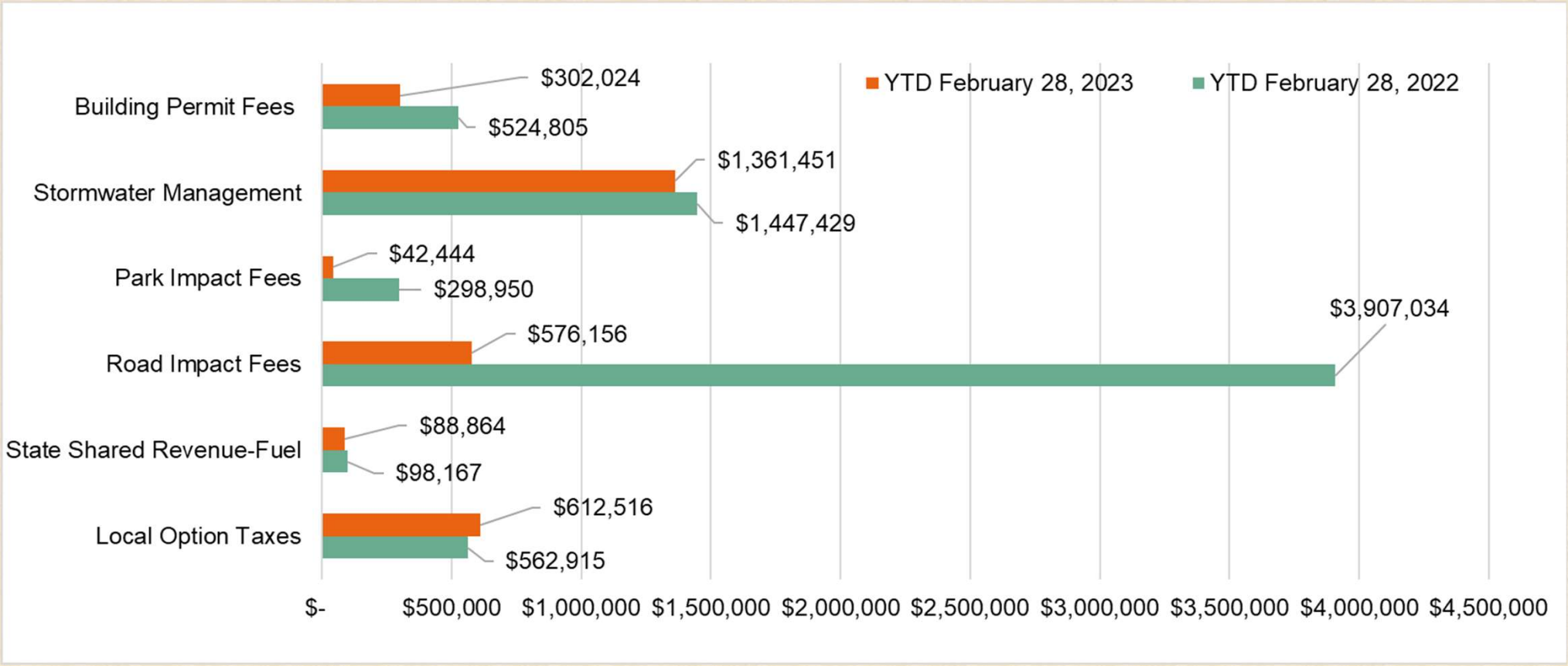
General Fund Revenue



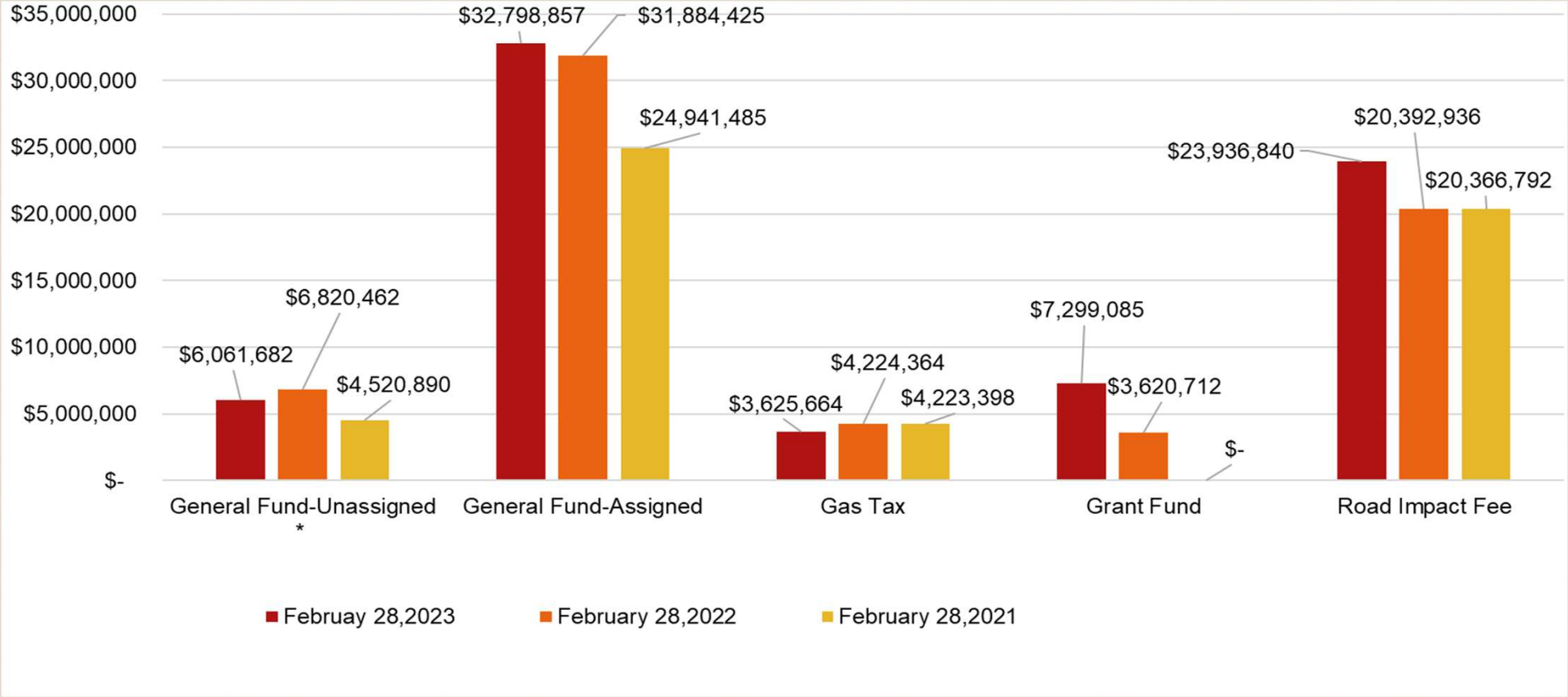
General Fund Expenditures



Restricted Revenue

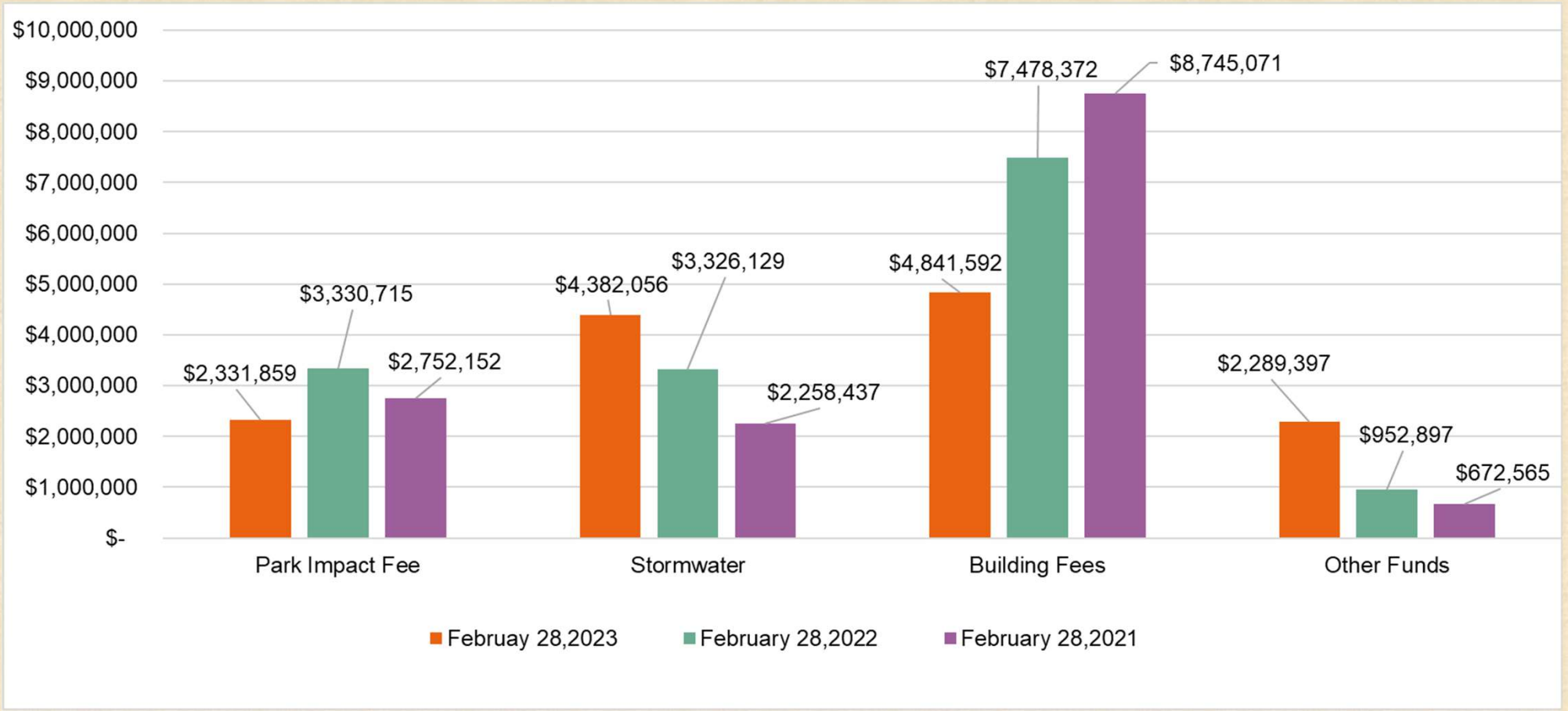


Cash Balances



* General fund unassigned fund balance will be calculated at the end of the fiscal year after all audit adjustments are completed. We anticipate updating with the March financial report.

Cash Balances



Demographic Estimating Conference
February 10, 2023

- Population growth is forecast to slow each year for 10 year period
- Growth slowing is the result of deaths outpacing births
- 2023 annual growth projection is 1.49% with each future year's growth reducing
- 2030 and thereafter projections drop below 1.00%

Revenue Estimating Conference
Real Estate Assessments
February 28, 2023

- Restoration of hurricane damaged properties expected to continue until the 2028 tax roll
- Homestead properties are expected to take 3 years to be rebuilt
- Commercial, industrial and non-homestead residential are expected to take 5 years to be rebuilt

Revenue Estimating Conference
March 13, 2023

- Economic forecasts were negatively impacted by significant contraction in the housing market, an upward shift in the level of inflation, and the inclusion of a mild recession
- Economic disruption is still evident
- However, State general revenue collections since August have far exceeded expectations
- This conflicting data makes predictions very challenging
- Staff will continue to monitor

Thank you



Presented 4/19/23

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Bonita Springs Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morrill

Executive Director/CEO

City of Bonita Springs, Florida

Balance Sheet

as of February 28, 2023

		Special Revenue Funds									
				Impact Fee Funds					Debt	Capital	Total
	General Fund	Gas Tax	Grants	Road	Park	Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Service Funds	Project Fund	Governmental Funds
ASSETS											
Cash and cash equivalents	$ 38,860,539	$ 3,625,664	$ 7,299,085	$ 23,936,840	$ 2,331,859	$ 4,382,056	$ 4,841,592	$ 2,289,397	$ -		$ 87,567,032
Receivables (net)	408,689	-	-	-	-	-	-	-	-	563,137	971,826
Due from other govt			563,643								563,643
Due from other funds	7,553,526	-	-	-	-	-	-	-	-	-	7,553,526
Total assets	$ 46,822,754	$ 3,625,664	$ 7,862,728	$ 23,936,840	$ 2,331,859	$ 4,382,056	$ 4,841,592	$ 2,289,397	$ -	$ 563,137	$ 96,656,027
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	$ 163,230	$ 51,134	$ -	$ 45,965	$ 21,000	$ -	$ -	$ -	$ -	$ -	$ 281,329
Accrued liabilities	1,184,246	-	-		-	-	-	-	-	-	1,184,246
Due to other funds		-	7,553,526		-	-	-	-	-		7,553,526
Due to other governments	21,946	-	-	22,886	-	-	-	-	-	-	44,832
Unearned Revenue	766	-	7,299,085	-	-	-	-	-	-	-	7,299,851
Total liabilities	1,370,188	51,134	14,852,611	68,851	21,000	-	-	-	-	-	16,363,784
Total fund balances, beginning of the year	38,479,177	4,030,926	-	23,525,092	2,899,905	3,103,062	5,809,724	1,125,886	-	-	78,973,772
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	6,973,389	(456,396)	(6,989,883)	342,897	(589,046)	1,278,994	(968,132)	1,163,511	-	563,137	1,318,471
.									-		
Fund balances	45,452,566	3,574,530	(6,989,883)	23,867,989	2,310,859	4,382,056	4,841,592	2,289,397	-	563,137	80,292,243
Total liabilities and fund balances	$ 46,822,754	$ 3,625,664	$ 7,862,728	$ 23,936,840	$ 2,331,859	$ 4,382,056	$ 4,841,592	$ 2,289,397	$ -	$ 563,137	$ 96,656,027

City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 02/28/2023

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	10,614,900.00	10,614,900.00	814,387.30	9,648,026.98	966,873.02
315 - Communications Services Taxes	1,296,600.00	1,296,600.00	114,728.15	478,169.72	818,430.28
316 - Local Business Taxes	30,000.00	30,000.00	2,046.05	8,048.81	21,951.19
323 - Franchise Fees	3,605,000.00	3,605,000.00	93,327.81	909,842.86	2,695,157.14
329 - Other Permits, Fees & Special Assessment	42,100.00	42,100.00	5,065.00	17,335.00	24,765.00
335 - State Shared Revenue	6,559,632.00	6,559,632.00	717,256.85	2,444,601.78	4,115,030.22
341 - General Government	481,700.00	481,700.00	14,435.00	184,554.32	297,145.68
343 - Physical Environment	112,200.00	112,200.00	17,000.00	70,400.00	41,800.00
347 - Culture/Recreation	76,500.00	76,500.00	8,435.50	41,791.39	34,708.61
349 - Other Charges for Services	60,000.00	60,000.00	3,851.81	18,677.12	41,322.88
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	1,626.55	5,737.04	16,662.96
354 - Fines Local Ordinance	80,000.00	80,000.00	0.00	62,420.91	17,579.09
361 - Interest & Other Earnings	60,000.00	60,000.00	113,194.83	473,984.88	-413,984.88
362 - Rents & Royalties	65,000.00	65,000.00	13,650.00	22,537.50	42,462.50
369 - Other Misc Revenues	12,000.00	12,000.00	-0.01	2,796.23	9,203.77
Revenue Total:	**23,118,032.00**	**23,118,032.00**	**1,919,004.84**	**14,388,924.54**	**8,729,107.46**
Expense					
51 - General Government	7,181,643.00	7,181,643.00	427,751.15	2,271,289.09	4,910,353.91
52 - Public Safety	3,446,595.00	3,446,595.00	613,081.60	1,471,894.06	1,974,700.94
53 - Physical Environment	489,199.00	489,199.00	9,404.00	53,122.72	436,076.28
54 - Transportation	3,532,486.00	3,532,486.00	192,728.38	945,136.53	2,587,349.47
55 - Economic Environment	27,550.00	27,550.00	0.00	2,000.00	25,550.00
56 - Human Services	161,230.00	161,230.00	890.00	3,560.00	157,670.00
57 - Culture & Recreation	3,188,468.00	3,188,468.00	194,682.17	945,792.48	2,242,675.52
58 - Other Uses/Transfers Out	13,682,410.00	13,682,410.00	633,128.48	1,722,740.40	11,959,669.60
Expense Total:	**31,709,581.00**	**31,709,581.00**	**2,071,665.78**	**7,415,535.28**	**24,294,045.72**
Fund: 00 - General Fund Surplus (Deficit):	**-8,591,549.00**	**-8,591,549.00**	**-152,660.94**	**6,973,389.26**	**-15,564,938.26**
Total Surplus (Deficit):	**-8,591,549.00**	**-8,591,549.00**	**-152,660.94**	**6,973,389.26**	

General Fund Expenditure by Department

City of Bonita Springs, FL

Group Summary

For Fiscal: 2022-2023 Period Ending: 02/28/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	501,350.00	501,350.00	21,492.80	131,974.96	369,375.04
102 - Boards & Committees	81,000.00	81,000.00	0.00	0.00	81,000.00
201 - City Manager	618,140.00	618,140.00	36,052.04	236,669.63	381,470.37
211 - Planning & Zoning	2,036,855.00	2,036,855.00	153,034.95	755,681.48	1,281,173.52
220 - Law Enforcement/Security	2,359,284.00	2,359,284.00	548,579.00	1,108,121.20	1,251,162.80
230 - Neighborhood Services	1,056,581.00	1,056,581.00	63,127.79	355,200.71	701,380.29
240 - Information Technologies	327,161.00	327,161.00	23,664.09	108,474.12	218,686.88
250 - Public Works	3,958,285.00	3,958,285.00	202,132.38	993,942.25	2,964,342.75
260 - Emergency Preparedness	30,730.00	30,730.00	1,374.81	8,572.15	22,157.85
270 - Non-Departmental Expenditures	782,740.00	782,740.00	5,914.35	47,691.92	735,048.08
301 - City Attorney	807,071.00	807,071.00	65,109.89	187,401.26	619,669.74
401 - Adminstrative Services	531,110.00	531,110.00	28,107.48	157,539.78	373,570.22
402 - City Hall	258,120.00	258,120.00	10,520.07	82,527.59	175,592.41
410 - Human Resources	70,700.00	70,700.00	2,618.77	11,215.96	59,484.04
430 - Communications	968,146.00	968,146.00	41,515.58	338,779.77	629,366.23
501 - Finance	838,101.00	838,101.00	48,845.33	353,668.71	484,432.29
601 - Parks & Recreation Adminstration	762,884.00	762,884.00	51,338.61	273,436.22	489,447.78
602 - Receation Center	484,201.00	484,201.00	25,520.97	148,759.75	335,441.25
603 - Community Park & Ball Fields	186,075.00	186,075.00	18,987.92	42,129.05	143,945.95
604 - Community Pool	585,633.00	585,633.00	30,403.20	157,633.94	427,999.06
605 - Riverside Park	204,286.00	204,286.00	19,000.40	49,060.57	155,225.43
609 - Formerly Community Hall/Sherriff Substation	17,092.00	17,092.00	348.79	3,681.50	13,410.50
610 - Dog Park	69,408.00	69,408.00	9,754.11	21,992.04	47,415.96
611 - Beach Parks	9,740.00	9,740.00	12.59	58.32	9,681.68
613 - BS Soccer Complex	125,814.00	125,814.00	5,972.21	30,119.94	95,694.06
614 - Kentucky Street Park	3,500.00	3,500.00	0.00	0.00	3,500.00
615 - Liles Hotel	84,360.00	84,360.00	5,223.11	22,532.79	61,827.21
617 - Bonita Nature Place	28,542.00	28,542.00	1,448.99	7,203.14	21,338.86
618 - Windsor Road Preserve	7,980.00	7,980.00	25.18	125.90	7,854.10
620 - Marni Fields	101,558.00	101,558.00	16,085.11	45,919.06	55,638.94
621 - BS River Park	28,532.00	28,532.00	1,074.93	3,768.12	24,763.88
622 - Cullum's Bonita Trail	17,000.00	17,000.00	0.00	0.00	17,000.00
623 - Carpenter Lane Canoe & Kayak	1,193.00	1,193.00	-15.94	50.43	1,142.57
624 - Leitner Creek Neighborhood Park	30,499.00	30,499.00	-394.96	1,499.15	28,999.85
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	1,295.00	4,705.00
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	42,000.00	42,000.00	1,662.75	6,068.47	35,931.53
883 - Veterans	500.00	500.00	0.00	0.00	500.00
Fund: 00 - General Fund Total:	**18,027,171.00**	**18,027,171.00**	**1,438,537.30**	**5,692,794.88**	**12,334,376.12**
Total Surplus (Deficit):	**-18,027,171.00**	**-18,027,171.00**	**-1,438,537.30**	**-5,692,794.88**	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 02/28/2023

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,808,300.00	1,808,300.00	165,874.72	612,516.22	1,195,783.78
335 - State Shared Revenue	297,100.00	297,100.00	23,418.79	88,864.03	208,235.97
361 - Interest & Other Earnings	7,000.00	7,000.00	11,781.00	52,692.00	-45,692.00
Revenue Total:	**2,112,400.00**	**2,112,400.00**	**201,074.51**	**754,072.25**	**1,358,327.75**
Expense					
54 - Transportation	1,727,702.00	1,727,702.00	277,893.65	573,225.19	1,154,476.81
58 - Other Uses/Transfers Out	1,100,000.00	1,100,000.00	-10,428.59	637,243.11	462,756.89
Expense Total:	**2,827,702.00**	**2,827,702.00**	**267,465.06**	**1,210,468.30**	**1,617,233.70**
Fund: 10 - Gas Tax Fund Surplus (Deficit):	**-715,302.00**	**-715,302.00**	**-66,390.55**	**-456,396.05**	**-258,905.95**
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	22,133,197.00	22,133,197.00	0.00	29,453.82	22,103,743.18
334 - State Grants	0.00	0.00	10,375.02	175,857.32	-175,857.32
337 - Local Gvmt Grants	40,000.00	40,000.00	0.00	0.00	40,000.00
361 - Interest & Other Earnings	0.00	0.00	12,071.00	53,988.00	-53,988.00
369 - Other Misc Revenues	0.00	0.00	12,327.00	12,327.00	-12,327.00
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	**22,213,197.00**	**22,213,197.00**	**34,773.02**	**271,626.14**	**21,941,570.86**
Expense					
52 - Public Safety	80,000.00	80,000.00	1,469,369.39	6,069,926.44	-5,989,926.44
57 - Culture & Recreation	0.00	0.00	57,378.30	104,591.38	-104,591.38
58 - Other Uses/Transfers Out	22,133,197.00	22,133,197.00	18,420.00	1,086,990.95	21,046,206.05
Expense Total:	**22,213,197.00**	**22,213,197.00**	**1,545,167.69**	**7,261,508.77**	**14,951,688.23**
Fund: 13 - Grant Fund Surplus (Deficit):	**0.00**	**0.00**	**-1,510,394.67**	**-6,989,882.63**	**6,989,882.63**
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	4,236,120.00	4,236,120.00	74,100.00	576,156.00	3,659,964.00
361 - Interest & Other Earnings	40,000.00	40,000.00	64,903.00	290,288.00	-250,288.00
Revenue Total:	**4,276,120.00**	**4,276,120.00**	**139,003.00**	**866,444.00**	**3,409,676.00**
Expense					
58 - Other Uses/Transfers Out	7,774,523.00	7,774,523.00	476,895.32	523,546.80	7,250,976.20
Expense Total:	**7,774,523.00**	**7,774,523.00**	**476,895.32**	**523,546.80**	**7,250,976.20**
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	**-3,498,403.00**	**-3,498,403.00**	**-337,892.32**	**342,897.20**	**-3,841,300.20**
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	408,250.00	408,250.00	5,472.00	42,444.00	365,806.00
361 - Interest & Other Earnings	5,000.00	5,000.00	9,106.00	40,729.00	-35,729.00
Revenue Total:	**413,250.00**	**413,250.00**	**14,578.00**	**83,173.00**	**330,077.00**
Expense					
58 - Other Uses/Transfers Out	1,100,000.00	1,100,000.00	173,883.00	672,218.58	427,781.42
Expense Total:	**1,100,000.00**	**1,100,000.00**	**173,883.00**	**672,218.58**	**427,781.42**
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	**-686,750.00**	**-686,750.00**	**-159,305.00**	**-589,045.58**	**-97,704.42**
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,008,100.00	1,008,100.00	189,462.69	1,361,451.48	-353,351.48
361 - Interest & Other Earnings	2,000.00	2,000.00	2,929.00	13,099.00	-11,099.00
Revenue Total:	**1,010,100.00**	**1,010,100.00**	**192,391.69**	**1,374,550.48**	**-364,450.48**

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense					
53 - Physical Environment	657,111.00	657,111.00	104,646.71	95,556.23	561,554.77
58 - Other Uses/Transfers Out	2,800,000.00	2,800,000.00	0.00	0.00	2,800,000.00
Expense Total:	**3,457,111.00**	**3,457,111.00**	**104,646.71**	**95,556.23**	**3,361,554.77**
Fund: 18 - Stormwater Management Surplus (Deficit):	**-2,447,011.00**	**-2,447,011.00**	**87,744.98**	**1,278,994.25**	**-3,726,005.25**
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,390,000.00	1,390,000.00	77,790.79	302,024.34	1,087,975.66
361 - Interest & Other Earnings	15,000.00	15,000.00	10,260.00	45,889.00	-30,889.00
Revenue Total:	**1,405,000.00**	**1,405,000.00**	**88,050.79**	**347,913.34**	**1,057,086.66**
Expense					
52 - Public Safety	3,026,800.00	3,026,800.00	254,021.43	1,280,445.09	1,746,354.91
58 - Other Uses/Transfers Out	0.00	0.00	0.00	35,600.00	-35,600.00
Expense Total:	**3,026,800.00**	**3,026,800.00**	**254,021.43**	**1,316,045.09**	**1,710,754.91**
Fund: 19 - Building Fees Fund Surplus (Deficit):	**-1,621,800.00**	**-1,621,800.00**	**-165,970.64**	**-968,131.75**	**-653,668.25**
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	427,100.00	427,100.00	427,100.00	427,100.00	0.00
337 - Local Gvmt Grants	1,707,110.00	1,707,110.00	0.00	1,721,829.00	-14,719.00
Revenue Total:	**2,134,210.00**	**2,134,210.00**	**427,100.00**	**2,148,929.00**	**-14,719.00**
Expense					
58 - Other Uses/Transfers Out	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Expense Total:	**1,072,740.00**	**1,072,740.00**	**0.00**	**985,418.00**	**87,322.00**
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	**1,061,470.00**	**1,061,470.00**	**427,100.00**	**1,163,511.00**	**-102,041.00**
Total Surplus (Deficit):	**-7,907,796.00**	**-7,907,796.00**	**-1,725,108.20**	**-6,218,053.56**	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 02/28/2023

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Revenue Total:	**1,072,740.00**	**1,072,740.00**	**0.00**	**985,418.00**	**87,322.00**
Expense					
51 - General Government	1,072,740.00	1,072,740.00	0.00	985,418.00	87,322.00
Expense Total:	**1,072,740.00**	**1,072,740.00**	**0.00**	**985,418.00**	**87,322.00**
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	461,000.00	461,000.00	0.00	62,996.99	398,003.01
Revenue Total:	**461,000.00**	**461,000.00**	**0.00**	**62,996.99**	**398,003.01**
Expense					
51 - General Government	461,000.00	461,000.00	0.00	62,996.99	398,003.01
Expense Total:	**461,000.00**	**461,000.00**	**0.00**	**62,996.99**	**398,003.01**
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	



City of Bonita Springs, FL

Capital Projects Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 02/28/2023

ExpFunction;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	680,724.30	680,724.30	-680,724.30
381 - Transfers In	46,694,130.00	46,694,130.00	1,118,015.21	3,949,555.27	42,744,574.73
Revenue Total:	**46,694,130.00**	**46,694,130.00**	**1,798,739.51**	**4,630,279.57**	**42,063,850.43**
Expense					
513 - Finance & Adminstration	140,000.00	140,000.00	0.00	35,600.00	104,400.00
519 - Other Gen Gvmt	2,645,000.00	2,645,000.00	59,933.35	96,422.78	2,548,577.22
537 - Conservation/Resource Mgmt	210,000.00	210,000.00	0.00	0.00	210,000.00
538 - Flood/Storm Water Mgmt	9,430,910.00	9,430,910.00	247,383.24	1,931,214.40	7,499,695.60
541 - Road & Street Facilities	26,457,720.00	26,457,720.00	877,570.61	1,047,843.32	25,409,876.68
572 - Parks & Recreation	7,760,500.00	7,760,500.00	50,715.64	956,062.40	6,804,437.60
573 - Cultural Services	50,000.00	50,000.00	0.00	0.00	50,000.00
Expense Total:	**46,694,130.00**	**46,694,130.00**	**1,235,602.84**	**4,067,142.90**	**42,626,987.10**
Fund: 30 - Cap Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**563,136.67**	**563,136.67**	**-563,136.67**
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	1,395,000.00	1,395,000.00	173,883.00	665,787.58	729,212.42
Revenue Total:	**1,395,000.00**	**1,395,000.00**	**173,883.00**	**665,787.58**	**729,212.42**
Expense					
552 - Economic Development	0.00	0.00	0.00	0.00	0.00
572 - Parks & Recreation	1,395,000.00	1,395,000.00	173,883.00	665,787.58	729,212.42
Expense Total:	**1,395,000.00**	**1,395,000.00**	**173,883.00**	**665,787.58**	**729,212.42**
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**0.00**	**0.00**	**563,136.67**	**563,136.67**	