



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

CITY COUNCIL MEETING AGENDA

June 21, 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 June 20, 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 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.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items
8. Zoning and Land Use Items:
 - A. (First Reading and Public Hearing) A zoning ordinance for a variance from LDC Section 4-2399(c)(2), which requires a setback of 5 feet, to allow a setback of 3.1 feet along the northern side property line for a cantilevered structure on a

residential property in Bonita Springs; and providing for an effective date. (Green Sheet No. 23-06-137)

9. Proclamations and Presentations:

- A. Presentation on Emergency Preparedness, introduction of partner agencies, and annual distribution of the City's adopted Emergency Operations Plan (EOP). (Green Sheet No. 23-06-130)
- B. Presentation and update by the Lee County Sheriff's Office Community Policing Unit. (Green Sheet No. 23-06-142)

10. Consent Agenda:

- A. Approval of the June 7, 2023 City Council Meeting Minutes
- B. Confirm and ratify Resolutions Extending Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-06-132)
- C. Adopt a Resolution accepting the resignation of a member of the Local Planning Agency. (Green Sheet No. 23-06-128)
- D. Review and approve AdVenture SWFL of Bonita Springs' proposal for RFP #23-06 for the production and management of the Fiesta Bonita event at Riverside Park on Saturday, September 16, 2023, and September 14, 2024, from 2:00 pm to 8:00 pm. (Green Sheet No. 23-06-129)
- E. Approve design build contract with Wright Construction Group in the amount of \$1,667,443.33, for the Forrester Drive Drainage Improvement Project. (Green Sheet No. 23-06-131)
- F. Adopt resolution approving the top-ranked recommendation from the Art in Public Places Board for tenancy of Artist Cottage #3 and authorize City Manager to execute a lease for a term of one year. (Green Sheet No. 23-06-133)
- G. Approve purchase agreement amendment #1 for the Voluntary Home Buyout Program extending the agreement expiration date from June 28, 2023 to August 25, 2023. (Green Sheet No. 23-06-134)
- H. Approve Resolution and Change Order No. 1 for FEMA Public Assistance Grant Program Services related to Hurricane Ian reimbursement. (Green Sheet No. 23-06-136)

- I. Approve Resolution for budget transfer of Land Acquired for Stormwater Purposes funding. (Green Sheet No. 23-06-139)
- J. Approve contract amendment #3 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Disaster Recovery (CDBGDR) Quinn/Downs/Dean West of Imperial Parkway Voluntary Home Buyout Program (VHBP) – Contract Agreement #I0086 (Green Sheet No. 23-06-140)
- Opportunity for City Council Comments on Consent Agenda

11. Mayor and Council Member Items:

12. Public Hearing:

- A. (Second Reading and Public Hearing) An ordinance of the City of Bonita Springs Florida, Amending the Bonita Springs Land Development Code Chapter 4 – Zoning, to amend Sec. 4-1052-Backyard Hens; 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. 23-06-127)
- B. (Second Reading and Public Hearing) A repeal and replacement to the Bonita Springs Land Development Code; Chapter 7 – Environment, Natural Resources and Marine Facilities, Structures and Equipment - Article II – Sea Turtles; 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. 23-06-138)

13. City Attorney's Items:

- A. Approve renewal and extension of mortgage to Pueblo Bonito, Ltd. (Green Sheet No. 23-06-141)

14. City Manager's Items:

- A. Update regarding Hurricane Ian recovery
- B. Presentation and review of the April Financial Report. (Green Sheet No. 23-06-135)

15. Mayor and Council Member Reports

16. Public Comment

17. Adjournment

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-06-137
June 21, 2023

REQUESTED MOTION: (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE FOR A VARIANCE FROM LDC SECTION 4-2399(C)(2), WHICH REQUIRES A SETBACK OF 5 FEET, TO ALLOW A SETBACK OF 3.1 FEET ALONG THE NORTHERN SIDE PROPERTY LINE FOR A CANTILIEVERED STRUCTURE ON A RESIDENTIAL PROPERTY IN BONITA SPRINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Zizzo, Esq., AICP, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: None

BACKGROUND: This is the first reading and public hearing of the Zoning Ordinance, where the title block is read into the record. The Applicant and Staff presentation is scheduled for the second reading. The second reading and public hearing is tentatively scheduled for August 2, 2023, in order to afford due process in accordance with the land development code and state law.

The variance, if approved, would allow for a 1.9' encroachment into the setbacks to service the pool equipment for the existing residence.

The case was heard by the Zoning Board on June 13, 2023, with a recommendation to approve the request (7-0), subject to conditions made by staff in the Staff Report.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing

ATTACHMENTS: Draft Zoning Ordinance

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

Department Director:

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 23 - XX

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS; GRANTING A VARIANCE FROM LDC SECTION 4-2399(C)(2), WHICH REQUIRES A SETBACK OF 5 FEET, TO ALLOW A SETBACK OF 3.1 FEET ALONG THE NORTHERN SIDE PROPERTY LINE FOR A CANTILIEVERED STRUCTURE ON A RESIDENTIAL PROPERTY IN BONITA SPRINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sections 4-2399 of the City's land development code ("LDC") require five foot setbacks from streets and waterbodies, respectively, as well as Section 4-489 which requires a side yard setback of seven and one-half feet; and

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

WHEREAS, a Public Hearing was advertised and heard on June 13, 2023 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case VAR22-97621-BOS who unanimously recommended approval after giving full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all parties; and

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

WHEREAS, City Council at their June 20, 2023 meeting considered the record of the Zoning Board on Case VAR22-97621-BOS and gave full consideration of the Staff Recommendation, the evidence and testimony provided during the public hearing.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby grants a variance from the setback requirements of Sections 4-2399 of the LDC, with the following conditions:

Conditions:

1. The variance is limited to the parcel in question, known as 26659 Hickory Blvd, STRAP No. 25-47-B4-00001.0030, further described in the legal description, Exhibit A, attached hereto.
2. The variances granted to the property development regulations are as follows:

Setback Location	Requested
Bay Road, catwalk	23.1'
Side, north catwalk	3.1'

3. The use of the lot in its current configuration is limited to one single family home with accessory structures and shall be generally consistent with the site plan attached to the application.
4. All other portions of the land development code and applicable building codes, unless specifically altered by this variance approval, remain in full force and effect.
5. All testimony and evidence presented before both the Zoning Board and City Council public hearings, including the application and staff report, are hereby incorporated as exhibits to this Ordinance.

Findings & Conclusions:

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

1. There are exceptional or extraordinary conditions or circumstances inherent to the property in question;
2. The exceptional or extraordinary conditions or circumstances are not the result of actions of the applicant taken subsequent to the adoption of the ordinance (any action taken by an applicant pursuant to lawfully adopted regulations preceding the adoption of the code from which this chapter is derived will not be considered self-created);
3. The variances granted are the minimum variances to will relieve the applicant of an unreasonable burdens caused by the application of the regulations in question to the subject property;

4. The granting of the variances will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and
5. The condition or situation of the specific piece of property, or the intended use of the property, for which the variance is sought is not of a general or recurrent nature so as to make it more reasonable and practical to amend the ordinance.

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this ___nd day of August, 2023.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Carr	Corrie
Purdon	Bogac
Forbes	Steinmeyer
Fullick	

Date filed with City Clerk: _____

REQUESTED MOTION: Presentation on Emergency Preparedness, introduction of partner agencies, and annual distribution of the City's adopted Emergency Operations Plan (EOP).

REQUESTOR: Tony Backhurst, Neighborhood Services Director

AGENDA: Presentations

STRATEGIC PRIORITY: #5 Strengthen City Finances

BACKGROUND:

Homeland Security Presidential Directive-5 (HSPD5) tasked the federal government with establishing a single, comprehensive approach to domestic incident management, which is now known as the National Incident Management System (NIMS), under which all levels of government across the nation have the capability to work efficiently and effectively together. After the impact of Hurricane Katrina in 2005, the adoption of NIMS became a condition precedent for the receipt of federal preparedness funds, including grants, contracts, and other activities.

An important component of NIMS is a scalable organizational structure known as the Incident Command Structure (ICS). Locally, utilizing this structure clarifies the chain of command and provides an orderly and systematic planning process in any circumstance. Nationally, the standardization of this structure fosters cooperation between diverse agencies, such as ourselves, Lee County, the State of Florida, and FEMA.

The City's Emergency Operations Plan (EOP) is intentionally designed to align with the guidelines promulgated by FEMA and implements the ICS structure during activation, as well as other NIMS principles.

With the commencement of hurricane season, staff would like to provide a brief presentation on what to expect during an emergency response and to introduce some of our partner agencies that are involved in the preparedness and response to emergency situations.

STAFF RECOMMENDATION: Receive presentation and accept annual distribution of the City's adopted Emergency Operations Plan.

ATTACHMENTS:

1. Emergency Operations Plan (EOP)

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Tony Backhurst

CITY OF BONITA SPRINGS

RESOLUTION NO. 20-13

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING THE CITY'S EMERGENCY OPERATIONS PLAN AND DECLARING NIMS AS THE SYSTEM OF CHOICE FOR EMERGENCY MANAGEMENT; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to F.S. §252.38, safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the State, and municipalities are authorized and encouraged to create municipal emergency management programs; and

WHEREAS, the City of Bonita Springs City Council has determined that it is necessary to establish an Emergency Operations Plan (EOP) in order to reduce the effects of a major emergency or natural disaster and to protect the health, safety, and welfare of the residents of the City; and

WHEREAS, the EOP provides a flexible framework for the prompt and effective provision of emergency response procedures and unifies City departments and community partners in a common effort to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose a risk to the City; and

WHEREAS, this EOP is consistent with and subject to the Lee County Comprehensive Emergency Management Plan in accordance with F.S. §252.38.

WHEREAS, established by FEMA, the National Incident Management System (NIMS) is a comprehensive standardized approach to incident management, and applies to all incidents, regardless of cause, size, location, or complexity; and

WHEREAS, adoption of the EOP by resolution is a requirement under NIMS

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

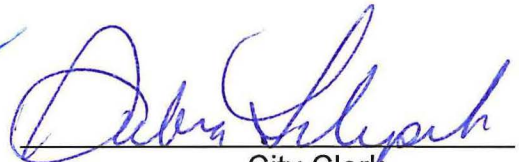
1. This resolution shall promulgate the City of Bonita Springs Emergency Operations Plan and constitutes adoption of the plan and the adoption of NIMS.
2. This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 4th day of March, 2020.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:

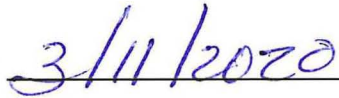


City Attorney's Office

Vote: Carr Aye
 Forbes Aye
 Gibson Aye

Quaremba Aye
Simmons Aye

Date filed with City Clerk:





CITY OF BONITA SPRINGS EMERGENCY OPERATIONS PLAN

Adoption date: **MARCH 4, 2020**

Executive Summary

The City of Bonita Springs Emergency Operations Plan (EOP) has been compiled as a guide for the City's preparation for and response to an emergency or disaster. This EOP utilizes a methodology that parallels the National Response Framework, as well as the State and County Emergency Plans, and is designed to provide a framework for the City of Bonita Springs to effectively prepare for and respond to the effects of an emergency or disaster in the most efficient and safe manner possible. Upon a declaration of State of Emergency by the County or State, the procedures and protocols set forth here are intended to complement the lead agency coordinating incident management.

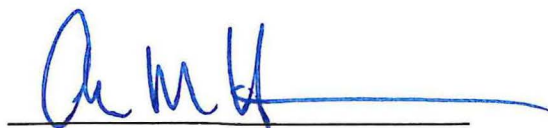
While severe weather such as a tropical storm or a hurricane can cause the most wide-spread damage and potential for loss of life and damage to property, smaller events with less warning, such as hazardous material spills, tornadoes, or fires, need to be considered as well so that the City and its staff can be as well-prepared as possible.

The first part of this EOP is the basic plan, and provides an explanation of the purpose, scope, and methodology used for the planning, direction and control, organizational structure, standard operating procedures, etc.

Departmental plans are developed separately from the adopted EOP and are designed to be updated and enhanced by the respective Department Directors and their subject matter experts. Checklists of equipment, responsibilities, and other summaries are included therein and intended to be a resource available to City employees. Details and procedures contained in these departmental plans are often of critical importance to the safety of City employees and the efficiency of the overall plan because of the local knowledge and information that they contain. As such, special attention must be paid to their maintenance, accuracy, completeness, and security.

This plan is designed to provide a basis for City leaders and staff to manage a program that allows for a coordinated and logical approach to community preparedness. In order for this plan to be effective, it must be read and understood by those who will be tasked with implementing it when needed. All City employees shall receive a copy of this plan upon initial hire, and updated copies shall be distributed upon completion of each annual review cycle.

This is this official Emergency Operations Plan of the City of Bonita Springs and shall supersede all previous plans upon its adoption.



Arleen M. Hunter
City Manager

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Appendix A: City of Bonita Springs Boundary Map

Appendix B: Lee County Evacuation Zone Map

Appendix C: City of Bonita Springs Organizational Chart

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I. INTRODUCTION

Purpose

The purpose of the Emergency Operations Plan (EOP) is to provide the City of Bonita Springs with structured guidance regarding the necessary measures in all phases of emergency management in accordance with the guidelines set forth by the Federal Emergency Management Agency (FEMA). The plan is a flexible framework that is designed to provide:

- A systemic and thorough protocol to follow while preparing for, responding to, and mitigating the effects of emergencies such as tropical storms, hurricanes, tornadoes, hazardous materials incidents, terrorism, and other major and minor events impacting the City of Bonita Springs;
- Established protocols for each operational phase of emergency operations in order for staff to transition between phases in an orderly manner and with the ability to manage the potential impact of a tropical storm or hurricane;
- The integration of necessary actions into an Incident Command System (ICS);
- Organized coordination with Lee County and the State of Florida's government responses before, during, and after the emergency incident;
- Recovery and mitigation programs that contribute to disaster resiliency and accelerated recovery so that our community can return to normalcy as soon as possible;
- Prearranged contractual services that augment existing resources with assistance and equipment for pre- and post-recovery activities in accordance with State and Federal regulations.

City Departments are expected to develop and update detailed plans and procedures for the implementation of the guidance contained in this EOP. All plans and procedures should be formed in consideration of the Lee County Comprehensive Emergency Management Plan, the State of Florida Comprehensive Emergency Management Plan, Chapter 252 of the Florida Statutes, Rule 9G-6 of the Florida Administrative Code, and the Federal Robert T. Stafford Act.

Scope

This EOP has been developed to provide guidance and direction to the City Administration, elected officials, and City staff to prepare for, respond to, recover from, and mitigate the effects of natural and manmade disasters and emergency situations. This plan operates on the premise that, upon declaration of a State of Emergency by either the County or the State, the City shall operate as a support agency to the overall emergency management efforts of the Lee County Emergency Operations Center (EOC). The EOC shall serve as the initial venue from which to coordinate emergency response decisions and directions. Once these activities are focused on a specific function – for example, debris removal – long term recovery will be managed directly by the

pertinent City department. Mitigation measures are addressed through Lee County's Local Mitigation Strategy meetings and through rebuilding initiatives associated with damaged facilities. The City maintains and will continue to maintain an active role in the County's ongoing mitigation strategy efforts.

Methodology

This EOP was developed by updating and elaborating existing City protocols and by collaborating with each City Department to outline and document internal procedures. The procedures and guidelines described herein are intentionally designed to be flexible in order to remain applicable and adaptable in virtually any emergency context. These guidelines can be implemented by the City independently or in conjunction with County, State, and Federal procedures.

II. SITUATION OVERVIEW

Geographic Information

The City of Bonita Springs is comprised of approximately 41 square miles – 35.3 square miles of land with 5.7 square miles of water - located in the southwest portion of Lee County along the southwest coast of Florida. It is bordered by the Village of Estero to the north, unincorporated Lee County to the east, unincorporated Collier County to the south, and the Gulf of Mexico to the west.

Bonita Springs is located at a latitude of 26°20'59"N and a longitude of 81°47'27"W. The elevations range from sea level to approximately 15 feet National Geodetic Vertical Datum (NGVD). The Imperial River flows east to west through the southern third of the City and empties into Estero Bay. The City is traversed by U.S. 41, which runs north and south through the western area of the City, and by I-75, which runs north and south through the eastern portion of the City. The City's main lateral arterial road is Bonita Beach Road, which runs along the southern portion of the City from Barefoot Beach to the City's eastern boundary.

According to the 2010 U.S. Census Bureau, the City of Bonita Springs has an estimated population of 43,914 people.

Hazard and Threat Analysis

Tropical weather is one of the most likely disaster incidents to affect the City of Bonita Springs. In fact, since 1857, there has been either a tropical storm or hurricane pass within 60 nautical miles of the City every two years, on average. Past storms that have impacted Lee County and the City of Bonita Springs include: major hurricanes in 1910 and 1926; Hurricane Donna in 1960; Tropical Storm Bob in 1985; Hurricane Andrew in 1992; Tropical Storm Gabrielle in 2001; Hurricane Wilma in 2005; and Hurricane Irma in 2017. There have also been several unnamed storms that caused severe flooding events that impacted traffic patterns and disrupted local businesses.

The City of Bonita Springs is particularly vulnerable to hurricane storm surge with most home and businesses elevated only 9 to 11 feet above sea level. Due to this vulnerability, Bonita Springs is normally included in a mandatory evacuation zone even for Category 1 hurricanes. A Category 1 hurricane can produce a storm surge that would inundate large portions of the City, causing coastal erosion and major flooding in both residential and commercial areas.

Tropical storms and hurricanes are also often accompanied by significant rainfall in a relatively short period of time. While there may be areas unaffected by storm surge, it is possible that those areas could receive damaging flooding from heavy rains. Additionally, hurricanes often cause other natural hazards like tornadoes and microbursts that can cause significant damage to any part of the community.

The high winds that accompany such storms and tornadoes are also a great concern due to their ability to damage homes, businesses, and infrastructure as well as leaving behind large amounts of debris. Older buildings and manufactured homes are particularly susceptible to high winds. Such structures require particular attention and precautions. High winds can also disrupt commercial electric and utility services, which is of special concern to the elderly and persons who are dependent on electricity for their well-being. During the aftermath of a storm, hazardous amounts of debris create additional problems by isolating areas from emergency services and preventing the restoration of the power system and other public services.

In addition to the aforementioned tropical weather-related incidents, the City of Bonita Springs is also susceptible to the following hazards:

- Agricultural freeze
- Airplane/airport Accident
- Civil Unrest
- Coastal Erosion
- Drought or Water Shortages
- Exotic Pests
- Gas Pipeline Rupture
- Hailstorms
- Hazardous Material incidents
- Highway Accidents
- Mass Casualty Incidents
- Mass Migration
- Oil Spill
- Pandemic Illness
- Power Failure
- Radiological (transport)
- Sinkhole/Subsidence
- Terrorism (bio and non-bio)
- Urban Fire
- Wild Fire
- Wind Storm

City staff and local citizens must also consider the following additional threats caused by any disaster of significance:

- Dislodged fuel tanks
- Disruption or destruction of water and sewer systems
- Limited food supplies
- Loss of electricity and downed live wires
- Lack of sanitary facilities and potable water
- Damaged or blocked bridges and roads
- Waterway debris, including sunken and disabled boats
- Inaccessibility to emergency services (EMS, Fire, Police, Hospitals)

Capabilities Assessment

The City maintains a government-lite philosophy, which means that many essential functions are outsourced. As such, the City maintains Mutual Aid Agreements and Memorandums of Understanding with various entities for assistance during emergencies. The City relies upon Lee County EMS, Lee County Sheriff's Department, and the Bonita Springs Fire Control & Rescue District for emergency response services in accordance with executed interlocal agreements.

Additionally, Lee County maintains a state-of-the-art EOC approximately 20 miles north of the City of Bonita Springs located at 2675 Ortiz Avenue, Fort Myers, Florida 33905, which provides augmentation and support to the City's resources, as well as linkage to State and Federal agencies and their resources. The Bonita Springs Fire Station #4 located at 27701 Bonita Grande Drive, Bonita Springs, Florida 34135 is designated as the primary South Geographic Disaster Response Division of Lee County's EOC operations. The Village of Estero's Fire Station #43 located at 21500 Three Oaks Parkway, Estero, Florida 33928 is designated as the secondary South Geographic Disaster Response Division.

III. CONCEPT OF OPERATIONS

This EOP is based on the National Incident Management System (NIMS) principle that the City bears the initial responsibility for its disaster preparedness, response, recovery, and mitigation. As a corollary to this principle, each level within the City's government will accomplish the functions for which it is responsible, requesting relief from other City departments or other agencies or government entities only after resources at that level are inadequate to respond to the emergency. Requests for County support and assistance can be requested at any time, but will be initiated independently by the County only after a State of Local Emergency has been declared by the City or the County in accordance with its Codes and Laws.

The City of Bonita Springs can declare a State of Emergency in accordance with the provisions set forth in Section 14-42 of the City's Code of Ordinances. Likewise, Lee County can declare a Local State of emergency, which would include the City of Bonita Springs, in accordance with Section 13 ½ - 35 of the Lee County Code of Ordinances.

A comprehensive approach is needed for standardizing and synchronizing the planning and operations for an efficient and effective organizational approach to managing a local emergency or disaster. While some situations are more demanding than others, this plan is designed to be scalable, flexible, and compatible with existing plans and procedures at both of the local levels (City and County) as well as with existing State and Federal protocols.

Activation Levels

- **LEVEL 3 ACTIVATION: MONITORING**

This is the City's normal operational posture; i.e. monitoring local, state, and world events while responding to the community's routine needs. Plans, procedures, training and supplies inventory should be reviewed and updated as needed, and remain ready for activation upon detection of a threat.

- **LEVEL 2 ACTIVATION: POTENTIAL EMERGENCY OR THREAT OF STORM IMPACT**

Partial Activation – Initial preparedness and response actions undertaken; equipment and personnel ready to deploy; Emergency Operations Center partially activated.

- **LEVEL 1 ACTIVATION: LIKELY THREAT OR IMMINENT STORM IMPACT**

Full activation – Emergency situation is occurring, Tropical Storm or Hurricane Watch/Warning has been issued, or State of Emergency (Local, County, or State) has been declared. The City’s ICS is staffed and emergency management plans are being implemented under the direction of the Incident Commander. All Departments are at full readiness, and personnel and equipment are ready to deploy.

- **DEACTIVATION:** The Incident Commander will make the decision regarding deactivation jointly with City leadership and key personnel. It is recommended to deactivate in phases and to release personnel as they are no longer needed. The decision of when to release personnel and other resources should be made only after discussion with on-scene commanders. The deactivation of resources shall be included in the daily Situation Report and communicated to the EOC.

Organization, Direction, and Control

The level of response to any minor, major, or catastrophic disaster will correlate directly to the size and scope of the incident. Minor incidents are typically handled directly by first responders, requiring no activation of the City’s Incident Command Structure (ICS).

Expanding incidents may necessitate partial or full activation of the City’s Incident Command Structure. This plan will be implemented as the situation warrants in accordance with operational priorities indicated by the Incident Commander to include:

1. Life, safety, and health;
2. Property protection;
3. Environmental protection;
4. Restoration of essential utilities;
5. Restoration of essential program functions; and
6. Coordination among appropriate stakeholders.

Upon declaration of an emergency, the City’s organizational structure (see Appendix C) shall take the form of its predetermined Incident Command Structure, which is depicted on page 13. The ICS may be activated as either a “Command” entity or as a “Support” entity. The ICS shall serve as a single Command element for the local emergency operations, subject to resource needs. In the event that the incident requires multiagency coordination, the ICS shall be activated as a “Support” entity.

The ICS will be activated at the direction of the City Manager, or her designee, after consultation with the Mayor, Councilmembers, City Attorney and appropriate staff members. In a sudden emergency event such as a tornado, terrorist attack, or major aircraft incident, the City Manager may direct the ICS to activate immediately and coordinate the notification of senior officials as the situation dictates. The Incident Commander shall be responsible for the organization and staffing of the ICS for the duration of the disaster/emergency and for managing overall incident response efforts.

When the ICS is activated, or when otherwise directed, the following staff members and all necessary partners and liaisons shall be immediately contacted to report to City Hall, or other designated location, for an initial incident briefing:

- City Manager
- Assistant City Manager
- LCSO Liaison
- Fire Chief
- City Attorney
- Staff Attorney
- Communications Director
- Parks & Recreation Director
- Public Works Senior Project Manager
- Finance Director
- Neighborhood Services Manager
- Code Enforcement Supervisor
- Director of Administrative Services
- Director of Community Development
- City Clerk

The City Manager's Office is the lead department for ensuring that the City government is poised to manage an emergency situation within the City limits, and the Neighborhood Services Manager shall be the central point of contact for development and maintenance of the EOP.

IV. PREPAREDNESS ACTIVITIES

Training & Exercise

Certain National Incident Management System (NIMS) training is required under Homeland Security Presidential Directive 5 (HSPD-5) as a condition to receive federal funding, contracts, grants, and reimbursement of disaster recovery costs. FEMA's National Integration Center maintains the *NIMS Training Program* and establishes the minimum training standards for credentialing personnel and equipment. Under the *NIMS Training Program*, the City's essential personnel must complete training based on their ICS roles, as well as in consideration of the Incident Complexity (Type 1, 2, 3, 4, or 5) that the region will likely face.

To become and remain eligible to receive disaster-related Federal funds, each department tasked within this plan shall be trained (and maintain such training) to fulfill the requirements of the National Incident Management System (NIMS) commensurate with the role assigned to each. The training courses required hereunder are intentionally aligned with those required by Lee County.

The City Clerk's Office shall maintain a roster of trained personnel, including the type of training and date received, for all essential personnel. Department directors are responsible for ensuring that employees are properly trained in their emergency job duties, which includes certain baseline National Incident Management System (NIMS) and Incident Command System (ICS) courses promulgated by FEMA's Emergency Management Institute.

Directors shall classify each employee in accordance with the following tiered training schedule and ensure all training requirements have been completed prior to May 1st of each year:

Tier 1. All essential employees:

- IS-100 Introduction to Incident Command System (ICS)
- IS-700 NIMS: An Introduction

Tier 2. Section leaders and field operations:

- IS-100 Introduction to Incident Command System (ICS)
- IS-700 NIMS: An Introduction
- IS-200 ICS for Single Resources and Initial Action Incidents

Tier 3. Senior management and executive decision makers:

- IS-100 Introduction to Incident Command System (ICS)
- IS-700 NIMS: An Introduction
- IS-200 Basic Incident Command System for Single Resources
- IS-706 NIMS Intrastate Mutual Aid
- IS-800 National Response Framework

Those appointed to Command Staff positions shall complete additional courses pertaining to their respective positions.

Prior to June 1 each year, the Command Staff shall hold an exercise that simulates activation, as well as the other different components that are involved in emergency management and response. The City of Bonita Springs shall also participate in the County/State hurricane exercise held in the spring of each year. To the extent possible, the City's independent ICS exercise should be coordinated in conjunction with this multi-jurisdiction exercise. Additional opportunities may be periodically coordinated with the Emergency Management branch of the Lee County Public Safety Department for joint exercise and training as appropriate.

Prior to June 1 each year, City departments shall review the EOP with their staff, along with any internal Standard Operating Procedures pertinent to the department's role in emergency management, and conduct a tabletop exercise or drill. These department exercises should review reporting instructions, update contact information, and confirm the employee's ability to provide requisite response and recovery functions.

Public Awareness & Education

Public education is the process of making the public aware of risks to which they are exposed during an emergency or a natural disaster, as well as educating the public as to how they can prepare for and reduce the effects of exposure to such hazards. Prior to an incident, the City should conduct activities to educate the public about local hazards, prevention, family preparedness, and response-level activities. Examples of public education outreach activities include, but are not limited to, the following activities:

- Conducting or broadcasting hurricane and natural disaster preparedness workshops;
- Providing tools and resources to develop a personal emergency preparedness plan for families or businesses;
- Provide information on how to build a disaster supply kit;
- Dissemination of promotional materials such as the Lee County All-Hazards Guide;
- Transmit informative emergency preparedness information on the City's website and through various social media outlets;
- Spread awareness for at-risk populations such as children, senior citizens, persons with special needs, and those with limited English language skills.

The City encourages residents to register with Lee County Emergency Management's mass notification system, AlertLee, in order to receive rapid emergency notifications via phone, text, email, and social media methods. Residents and visitors may sign up online by visiting www.alertlee.com.

Lee County Public Safety is a FEMA Integrated Public Alert Warning System (IPAWS) Alerting Authority. The County utilizes the IPAWS to alert and warn Lee County residents and visitors about serious emergencies through various means, including the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), and the National Oceanic and Atmospheric Administration (NOAA) Weather Radio. Please refer to FEMA's IPAWS website for more information.

During emergencies and natural disasters, it is imperative that residents stay informed. The City can best maintain public safety by providing critical information to the public in a timely manner. The Communications Department shall develop and maintain an internal Crisis Communication Plan to be implemented in the event of an emergency. The City shall coordinate and disseminate unified emergency messaging from the City, Lee County Emergency Operations Center, Bonita Springs Fire Control and Rescue District and Lee County Sheriff's Office in a timely manner. Members of the public are instructed to monitor the media and the various government outlets for information and instructions.

V. RESPONSE AND RECOVERY PROCESSES

Overview

The emergency/disaster recovery process consists of three overlapping phases consisting of a wide range of activities:

1. Immediate Emergency Phase

The Immediate Emergency Phase begins when a State of Emergency has been declared, if practical, or otherwise immediately after the danger has passed through the area (i.e. hurricane winds decrease to less than 40 miles per hour). During this phase, emergency management efforts focus on the missing, stranded, injured, and homeless. The primary activities are search and rescue and preventing further injury or damage. During this phase, normal social and economic activities are disrupted or discontinued. Emergency Management officials begin to survey the affected areas to determine needed recovery resources, mitigation of further damage, and restoration of critical services.

2. Short Range Restoration Phase

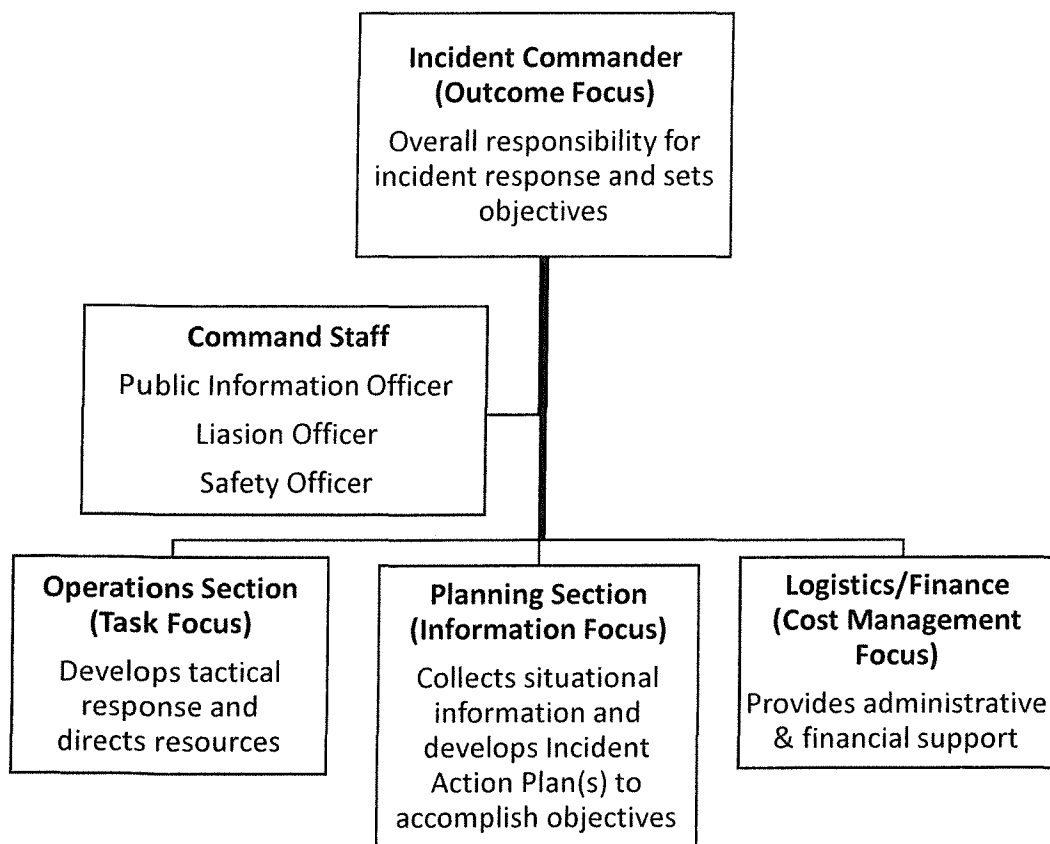
The Short Range Restoration Phase begins as soon as possible after the event and continues several days depending upon the extent of damage. Emergency management efforts focus on restoring the City to relatively normal activities. Restoration of all public utilities and public facilities will be undertaken at a high priority. More detailed surveys and damage assessment will continue, with County, State, and Federal disaster relief resources allocated and provided as necessitated to victims needing assistance emergency food, shelter, temporary housing, and other public assistance.

3. Long Range Reconstruction Phase

The Long Range Reconstruction Phase can extend from several days to several months or even years after a major disaster event until all physical property and social and economic processes return to an acceptable pre-incident level. The visible activities include demolition of partially destroyed structures, continued debris removal, as well as major reconstruction and mitigation projects.

Incident Command Structure

During activation, the City's organizational structure shall shift to its Incident Command Structure in order to maximize efficiency throughout the recovery efforts. The City's Incident Command Structure shall be formed in accordance with the NIMS Incident Command Structure, as may be amended from time to time, in order to facilitate access to the greater resources available at the county and state levels. The Incident Command Structure is adaptable and may be fully or partially implemented dependent upon the scope and size of the emergency and other situational requirements.



When the Incident Command Structure is activated, the department-specific roles of employees during normal City operations are suspended until the Incident Command Structure is deactivated. The designated Incident Commander shall expand the ICS as needed and shall appoint section leaders with each expansion. All other City employees shall report to their predesignated locations for assignment from their supervisor.

Pursuant to the NIMS Chain of Command principle, employees are instructed to report only to their immediate supervisor in order to maintain accurate information and controlled resource requests. Employees are cautioned that communicating needs/requests to any other supervisor could jeopardize the availability of resources or entitlement thereto.

Upon initial activation, each supervisor shall immediately assess their available personnel and provide this information to their respective Section Manager. This information shall be consolidated by the Safety Officer and then provided to the Incident Commander and the Planning Chief as soon as possible.

Planning & Operations

Incident objectives for each operational period shall be outlined in an Incident Action Plan (IAP), which shall serve as a roadmap for all response efforts. The purpose of the IAP is to document the current situation status, incident objectives, strategies to accomplish those objectives, resources required to accomplish those objectives, organizational elements, and other pertinent information. Detailed instructions for preparing an IAP is included in Appendix D.

The Planning Chief shall work closely with the Operations Chief, the Incident Commander, and other Command and General Staff members in the preparation of each IAP. After the IAP is approved by the Incident Commander, the Planning Manager shall then disseminate copies of the IAP to all Section Chiefs for implementation. The Operations Chief shall fully inform supervisors/team leaders of their tasks and provide any necessary instructions. Employees are expected to know the appropriate method of communication and the supervisor to whom they shall communicate their needs throughout the shift. Each team shall be briefed by their team leader at the start of their shift with the goals and objectives of the applicable IAP:

- What tasks do we need to accomplish? (Assessments, clearing access ways, etc.)
- Who is responsible for doing it?
- What resources are required to do the task?
- Are there any unmet needs?
- How will the unmet needs be communicated?

A team debriefing shall occur at the conclusion of each shift. All activities and pertinent resources information shall be documented by the supervisor in accordance with Section VI of this Plan, and provided to the Operations Chief. The Operations Chief shall then collate all of the information received and provide the collated information to the Planning Chief and the Incident Commander for evaluation.

The Incident Command shall ensure that a daily Situational Report (Sit/Rep) utilizing the most current information is provided to the EOC. Each Sit/Rep shall highlight resource requirements, unmet needs, written requests, and other relative information.

This information cycle facilitates the ongoing assessment of the situation and allows for requisite equipment and supplies to be provided. This cycle ensures that the recovery phase progresses as efficiently as possible and should fulfill unmet needs within the City.

Communications & Coordination

During the incident briefing that takes place upon any level of activation, the Incident Commander and the Public Information Officer shall consider all available information regarding the emergency in order to determine who shall be the appropriate representative to speak on behalf of the City. The City's designated spokesperson shall issue official statements and answer media questions throughout the emergency and on-going response efforts. In order to preserve public safety and strengthen rumor control, the appointed spokesperson shall only share the coordinated and unified messages that are pre-approved by the Public Information Officer.

The Public Information Officer shall obtain the identity of other entities' spokespersons (e.g. Lee County Sheriff's Office, Bonita Springs Fire Control & Rescue District, Lee County, etc.) as early as possible so that all statements and contacts with the media can be coordinated between entities as part of a joint information system. Contact information for each representative will be shared with the City's Crisis Communication Team.

Informing the public and additional audiences during an incident is an ongoing cycle that involves four steps:

Step 1: Gather Information. Official information pertaining to the emergency circumstances and response efforts shall be collected from the ICS Command and General Staff, partner agencies, media outlets, elected officials, and other resources such as the National Weather Service.

Step 2: Verify Information. Irrespective of the source, the accuracy of all information shall be verified by consulting with the Lee County EOC, Lee County Sheriff's Office, Bonita Springs Fire Control and Rescue District, qualified technical specialists, and other PIO's in the affected jurisdictions.

Step 3: Internal Coordination of Information. Coordination includes, but is not limited to:

- coordinating between ICS Command and General Staff;
- coordinating between EOC participants; and
- obtaining approval from appropriate authorities before information is disseminated.

Initial information messaging should include actions that the public and local businesses should take, the impact of the incident, and responsive actions currently being undertaken by the City and partner agencies.

Step 4: External Dissemination of Information. Information should be disseminated to disaster victims, the general public, affected jurisdictions, partner agencies, community leaders, private sector entities, the media, nongovernmental organizations (NGOs) (e.g., American Red Cross), volunteer groups (e.g., Community Emergency Response Team – CERT, Voluntary Organizations Active in Disasters – VOAD), and any other affected groups.

Dissemination may be done through multiple media outlets or alternatives, including: mass emails, press releases, radio and television broadcastings, website postings, social media posts (e.g. Facebook, Twitter, Nextdoor, etc.), press conferences, public service announcements, AlertLee notifications, staff briefings, and community meetings.

The Public Information Officer shall continuously monitor the media to verify that the public and elected officials are getting accurate and complete information through the media in a timely manner. Inaccuracies and rumors that affect health and safety shall be addressed immediately with the media and correct information distributed through the media or other means.

VI. ADMINISTRATION, FINANCE, AND LOGISTICS

Financial Management

During an emergency, the Finance/Admin Section Chief is responsible for complying with all fiscal policies and regulations, coordinating funding, approving all incident expenses, and briefing the Incident Commander on all incident related issues/expenses. In major or catastrophic disaster, a separate project code (budget item) may be established to manage disaster related costs. These costs include labor, materials, equipment, supplies, and contracts. Fund numbers, department numbers, and object codes normally used for related costs remain the same.

Mutual Aid agreements within the jurisdiction shall be maintained in an accessible format at all times.

Resource Procurement and Documentation

Persons directing and supervising emergency work must document personnel, equipment, and supplies expended daily. Every reasonable effort should be made to foster competition for work. Persons responsible for procurement and supply ordering should solicit quotes by phone or other means from more than one vendor, if possible. Written documentation of these efforts shall be provided to the Finance/Administration Section.

Complete and accurate documentation and the proper maintenance thereof is essential in order to qualify for State and Federal Disaster Assistance and to receive reimbursement for eligible expenses. In order to apply for and receive Federal Disaster Recovery Assistance, the City must document all labor and materials/supplies and contractual costs by damage category and by site.

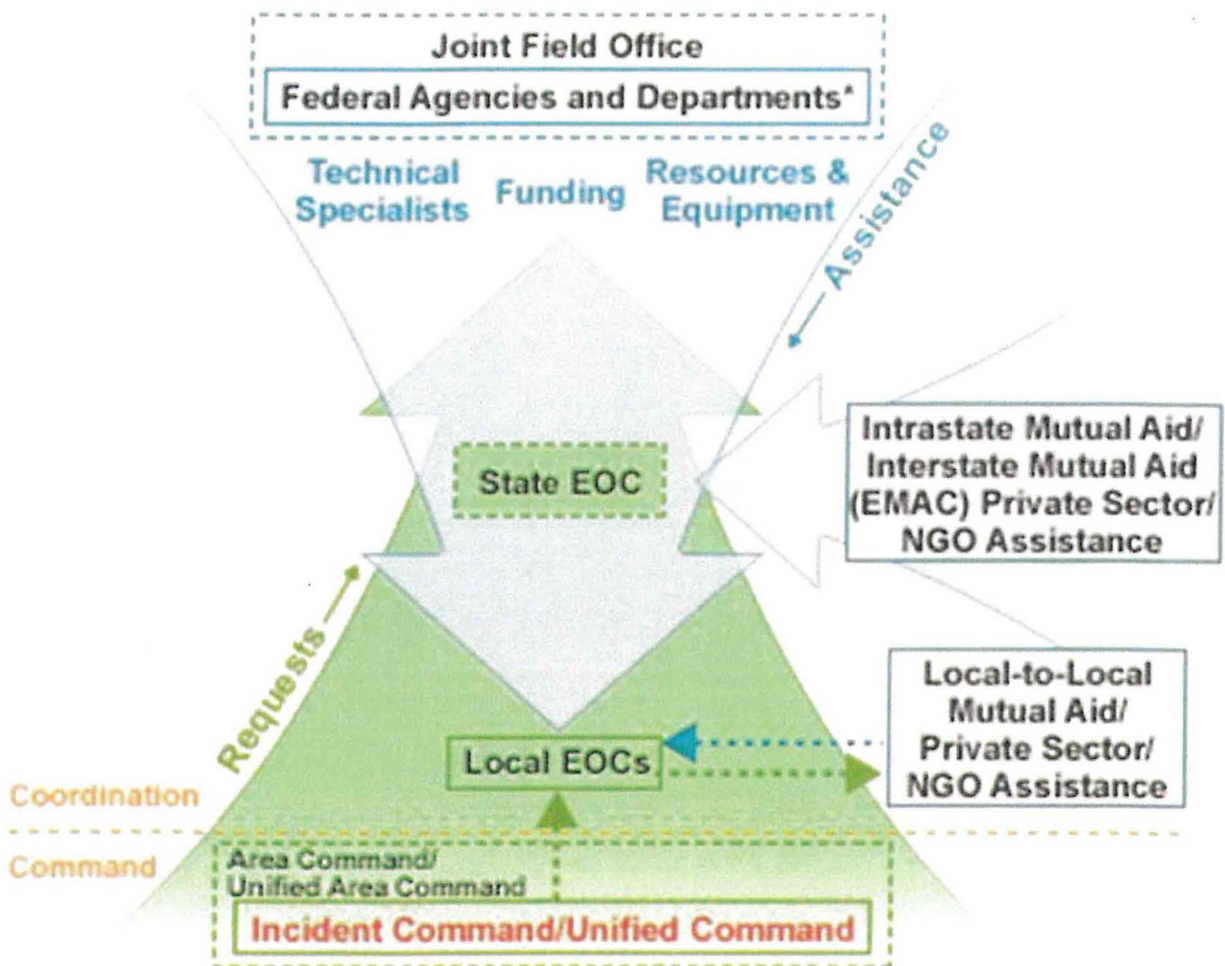
After demobilization, the Finance/Admin Section Chief shall submit a summary of all financial costs of the incident to the City Manager.

Resource Request Process

When planning for an emergency, it is important to have a thorough understanding of available resources for use when needed. It is the responsibility of the City departments to manage resources under their own authority. Additional resources beyond the City's capabilities will come from a variety of partner agencies through interlocal agreements, mutual aid agreements, and coordination through the EOC.

The Logistics Chief shall coordinate with the EOC to fulfill resource gaps and other unmet needs following a disaster. All procedures shall remain consistent with sound purchasing and cost-accounting practices, but with consideration of the need to expedite the purchasing process during emergency response operations. All staff involved with resources ordering should maintain accurate documentation in a manner consistent with local, state, and federal requirements for disaster-related reimbursement.

If notice is given prior to a disaster, the County may be able to mobilize or pre-stage resources as appropriate for the disaster. Resources mobilized prior to an impending disaster would depend on the event and its expected impacts.



Resource requests must include the following details in a written request:

1. Overall priority of the mission for which the resource/aid is being requested.
2. Type of equipment or personnel required.
3. Location(s) and duration of the mission.
4. Transportation coordination details (access ways, means of communication, etc.)
5. Arrival instructions (reporting location, check-in instructions, point of contact)

The requesting party shall route the request, with the above information included, through their Section Chief to the Logistics Section to document that sufficient resources are not available locally and mutual aid is required to complete the mission. The Logistics/Finance staff must determine the costs associated with filling the mutual aid request. The Logistics Section Chief shall ensure that the request is provided to the Planning Chief to be included in the daily Sit/Rep.

Points of Distribution

Points of Distribution (PODs) are locations where members of the public are able to receive life sustaining commodities, such as food and water, following a disaster. These operations are a joint City and County effort. As such, the City shall provide the County with a list of potential sites to be used in the aftermath of a local emergency or natural disaster. Post-disaster adjustments to POD locations can be made as the post-disaster situation dictates.

POD selections are made based on distribution, activation, and resource needs. Site selection for POD locations and types include, but are not limited to, the following considerations:

- Hazardous conditions
- Needs analysis
- Population density
- Current methods of commodity distribution
- Ingress and egress concerns
- Traffic flow
- Delivery options
- Site geography
- Proximity to local businesses and grocery stores

POD activation will be determined by the existing weather conditions, actual public need, types of resources needed, infrastructure capabilities, and availability of resources through other means within the City. The City shall coordinate with the County and other partner agencies to determine where POD activation is most warranted. Pursuant to the County's Emergency Management Plan, the City will be responsible for providing logistical support and staffing for the PODs within our boundaries. The City may also need to provide staff to augment the Florida National Guard, security, and local logistical supplies requested by the State. Resources are allocated to each POD based upon type and quantity of resources to be distributed as well as POD material and equipment required at each site.

Fuel Supply

Fuel shortages can often occur during disasters leading to significant challenges within the community. Fuel shortages could occur due to high evacuation traffic, emergency preparedness and response activities, and the inability of fuel supplies to reach our geographic region.

For daily operations, governmental agencies should maintain fuel levels to endure possible power outages caused by manmade or weather-related incidents. Best practices indicate that, outside of hurricane season, a 24-hour supply of fuel should be available. During hurricane season, at least a 48-hour supply of fuel should be available. During activation due to a pending hurricane, fuel tanks shall be filled if the facility is not in the forecasted surge zone.

During response and recovery operations, it is imperative that accurate information regarding fuel supply is documented in each team's debriefing reports and transmitted to the County in the City's daily Sit/Reps.

VII. PLAN DEVELOPMENT & MAINTENANCE

After Action Reports

After every incident requiring activation, the City Manager shall conduct a meeting, or a series of meetings, to evaluate and critique the effectiveness of this EOP. The findings of these meetings shall be compiled into an After Action Report, which shall thoroughly address, at a minimum, the following items:

1. Functionality and effectiveness of the warning system;
2. Practicality in the application of this EOP;
3. Effectiveness of communications equipment;
4. Coordination with the County;
5. Efficiency of mutual aid agreements.

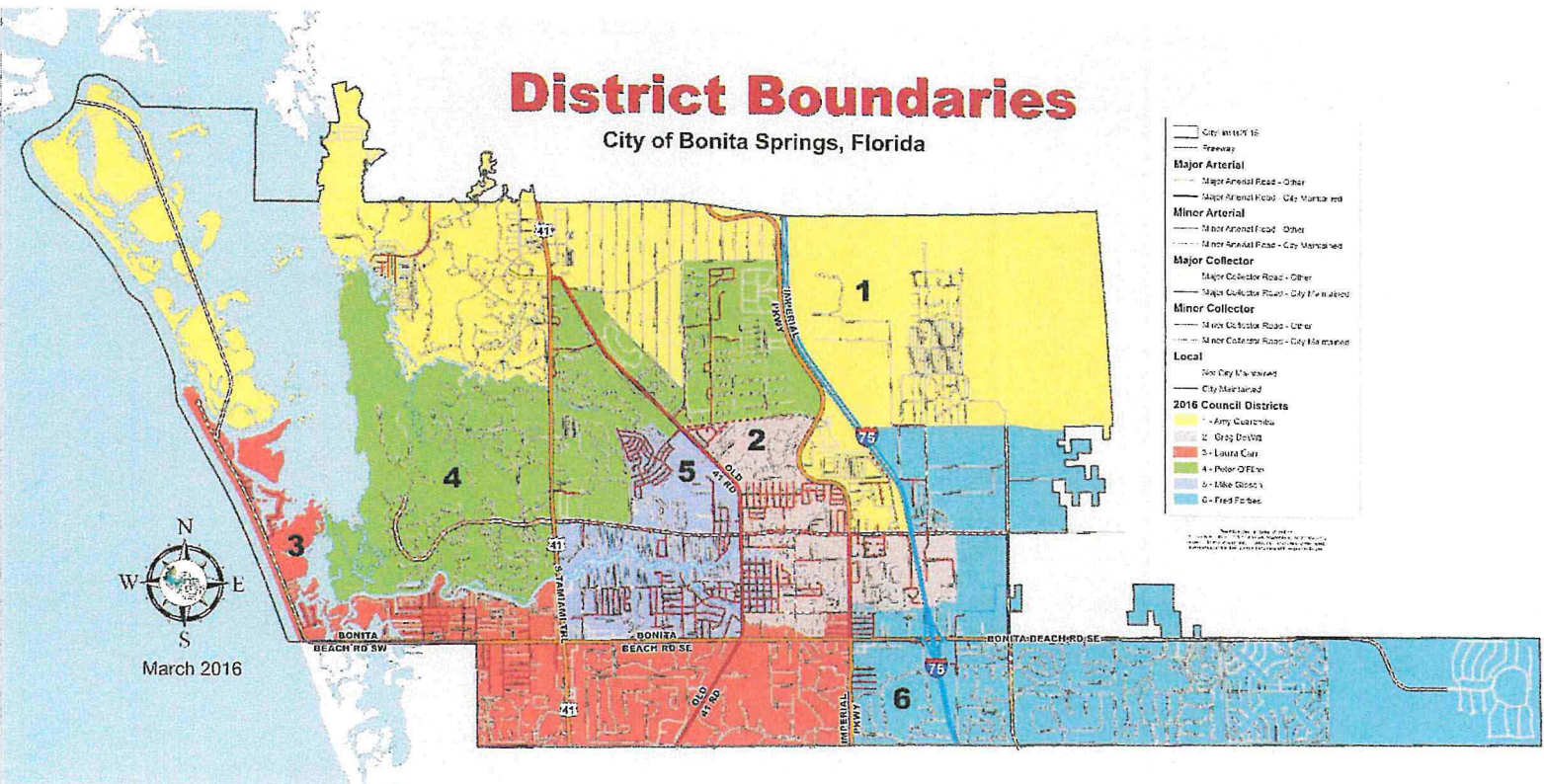
Annual Review Cycle

Annually, prior to March 15, all members of City leadership, including department directors and members of senior management, shall review the EOP, as well as internal Standard Operating Procedures, for currency, accuracy, and feasibility. This review shall include without limitation:

- Basic EOP guidelines
- Departmental Annexes
- EOP Appendices
- Memoranda of Understanding (MOU)
- Memoranda of Agreement (MOA)
- Mutual Aid Agreements (MAA)
- Standard Operating Procedures (SOP)
- Vendor Contracts
- Lee County's CEMP
- Applicable Laws, Statutes, and Ordinances
- Any other applicable documents and agreements

Upon completion of this review, any questions, comments, or revisions shall be provided in writing to the Neighborhood Services Manager for review and action. Once consolidated and correlated, a written summary will be forwarded to the City Manager for final approval and incorporation.

APPENDIX A City of Bonita Springs Boundary Map



APPENDIX B Lee County Evacuation Zone Map

2019 Evacuation Zones and Public Shelters

EMERGENCY PUBLIC SHELTERS

Bonita Springs

1. Bonita Springs YMCA – 27200 Kent Rd

Cape Coral

2. Island Coast High School – 2125 Delvarra Pkwy

Estero

3. Estero Recreation Center – 9200 Corkscrew Palm Blvd
4. Hertz Arena – 11000 Everblades Pkwy

Fort Myers

5. Dunbar High School – 3800 Edison Ave
6. South Fort Myers High School – 14020 Plantation Blvd
7. Treeline Elementary School – 10900 Treeline Ave

Lehigh Acres

8. East Lee County High School – 715 Thomas-Sherwin Ave
9. Harris Marsh Elementary School – 2600 Unice Ave N
10. Harris Marsh Middle School – 1820 Unice Ave N
11. Mirror Lakes Elementary School – 525 Chanwood Ave
12. Tortuga Preserve Elementary School – 1711 Guntery Rd
13. Varsity Lakes Middle School – 801 Guntery Rd
14. Veterans Park Recreation Center – 49 Homestead Rd

North Fort Myers

15. North Fort Myers Academy of the Arts – 1836 Arts Way
16. North Fort Myers Recreation Center – 2000 N Recreation Park Way

San Carlos

17. Allico Arena – 12181 FGCU Lake Pkwy

Tice

18. Manatee Elementary School – 5301 Tice St
19. Oak Hammock Middle School – 5321 Tice St

****Be Advised:** NOT all shelters will be open for every event. The opening of shelters is dependent upon the nature of each specific event.

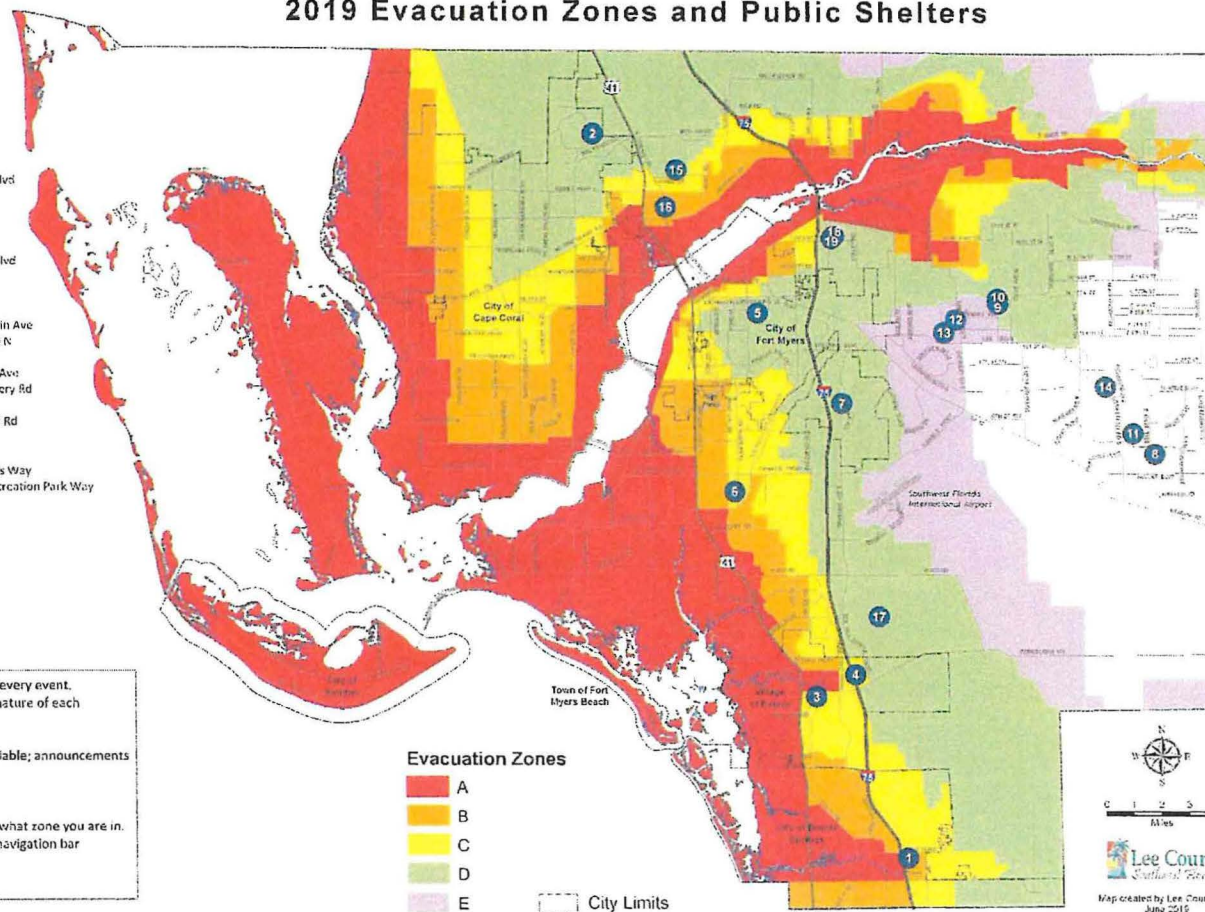
Please Note: Pet-friendly sheltering will be available; announcements will be made at the time.

Know Your Evacuation Zone:

Visit our website www.leeoc.com to find out what zone you are in.

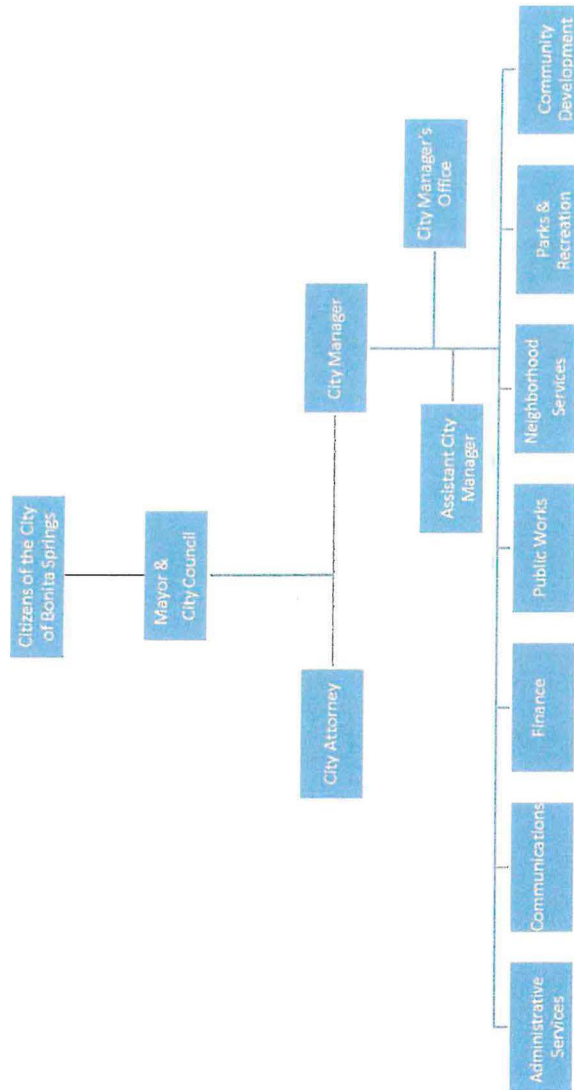
1. Click on "Know My Evacuation Zone" in the navigation bar
2. Click the Find My Evacuation Zone link
3. Enter your address in the search bar

Source: Lee County Emergency Management



APPENDIX C

City of Bonita Springs Organizational Chart



APPENDIX D

The Incident Action Planning Process

The Incident Action Plan (IAP) is the vehicle by which senior leadership of an incident can communicate their expectations and provide clear guidance to those managing an incident. The incident action planning process requires collaboration and participation among all incident management leaders and staff members across the whole community. This guide is intended to serve as a reference for incident personnel, and compliance herewith ensures coordinated incident response among all levels of government, NGOs, and the private sector.

A well-conceived complete IAP facilitates successful incident operations by identifying incident objectives and providing essential information regarding incident organization, resource allocation, work assignments, safety, and weather. The incident action planning process is built on the following phases.

Phase I: Understand the Situation

While many important things are accomplished during this initial period, efforts focus on gaining an understanding of the situation and establishing initial incident priorities. Gaining an understanding of the situation includes gathering, recording, analyzing, and displaying information regarding the scale, scope, complexity, and potential incident impacts. Comprehensive situational awareness is essential to developing and implementing an effective IAP.

An Initial Incident Briefing must be coordinated as soon as possible to prepare for successful incident management. At this meeting, Command and General Staff should be presented with the following situational information:

- Boundaries and scope of the incident
- Number of displaced survivors
- Sheltering information
- Critical infrastructure damage assessment, locations, and types
- Status of communications and other utilities
- Incident facilities, types, and location
- Resources on hand, en route, and on order
- Life-saving operations
- Pertinent deliberate plans
- Maps of incident area
- Preliminary damage assessment
- Geospatial information systems (GIS) products and satellite imagery
- Emergency contact information for partner agencies, EOC, and other incident facilities

This briefing should result in Command & General Staff having the requisite situational information to make informed decisions, including information regarding constraints and limitations.

Phase II: Establish Incident Objectives

Incident objectives drive the incident organization as it conducts response, recovery, and mitigation activities. Incident priorities established by leadership during Phase I are reviewed and modified as required during each operational period, which helps to clarify the order of importance of incident objectives. While incident objectives are based on requirements, priorities guide the allocation of resources to objectives.

Incident objectives, per NIMS, are “statements of guidance and direction necessary for the selection of appropriate strategies and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed.”

Incident objectives are based on several factors: incident priorities and other direction from a higher authority, the situation, and members’ professional judgment and experience. Incident objectives should be clear, measurable, achievable, and flexible. Incident objectives set guidance and strategic direction, but do not specify tactics. They include sufficient detail to ensure understanding, but are not so prescriptive as to preclude innovation.

The following guidelines have been established ensure that incident objectives are handled consistently:

- Incident objectives are displayed on the Incident Objectives (ICS Form 202). They are numbered sequentially from the beginning of the incident to its conclusion and are not renumbered for each operational period.
- Once achieved, incident objectives are not included on the Incident Objectives (ICS Form 202) for subsequent IAPs.
- Incident objectives can be modified and maintain the same tracking number as long as the intent of the objective does not change.
- If an objective is modified, it is assigned a new sub-letter under the same objective number, and the old objective is retired. For example, if objective 2 is modified, it becomes 2a, and objective 2 is retired. If this objective is modified again, it becomes 2b, and 2a is retired.
- Incident objectives are prioritized as operational period requirements dictate. Incident objectives are listed on the Incident Objectives (ICS 202) in order of priority, regardless of their tracking number. The first listed objective is therefore the highest priority. The last listed objective is the lowest priority.

Phase III: Develop the Plan

The Operations Section develops strategies to meet incident objectives and tactics to accomplish the strategies. Operations Section staff match the work required to execute the tactics to resources in order to create work assignments which are documented on the Operational Planning Worksheets (ICS Form 215). As work assignments are developed, the Safety Officer, Logistics Section Chief, and others review the work assignments and provide input.

Strategies describe what actions and resources are required to achieve specific objectives. Strategies may be developed during all phases of an operation and by all elements involved in the operation and are not restricted to specific, short or long-term operational periods. Tactics specify who, what, where, and when for implementing strategies to achieve incident objectives. Tactics describe the deployment and direction of resources, based on the strategy to accomplish the incident objectives. A strategy describes how things work; tactics describe what must be done.

Determining Tactics

Once the kind, type, and qualification of available resources are known and any constraints or limitations are identified, the tactical plan can be developed. The following activities are used to develop the tactical plan:

1. Determine what has to be done to implement a strategy and what method(s) are likely to achieve success.
2. Develop a list of required resources (personnel, teams, equipment, supplies, and facilities).
3. Provide a list of resources available.
4. Compare the resources required with resources available and discuss the findings with the Operations Section Chief prior to the Operations Tactics Meeting.
5. Draft the tactical plan based on this analysis.

Assigning Resources and Tasks

Once the tactical plan is drafted, assign resources to operations and write specific work assignments for each assigned resource. This information should be clear and concise and include the following:

- Task to be accomplished
- Reporting time and location
- Level of effort required to accomplish the task
- Any special equipment required
- Logistical support needs
- Any contact information
- Any constraints or limitations

Identify the Reporting Location

The reporting location is the physical location where the assigned resource reports at the beginning of the operational period. The reporting location should not be presumed. Sometimes a specific time for arrival may also be necessary as part of the work location. This could be a direction to not arrive before or after a certain time or a time-frame in which the work assignment needs to be initiated. This information should be included with the reporting location when relevant.

Determine Logistical Support Needs to Complete the Assignment

Work assignments often require specific logistical support—requirements that the functional branches and groups are responsible for identifying. The Logistics Section receives these requirements and acts to meet them.

The Operations Tactics Meeting

The purpose of this meeting is to review and finalize the draft Operational Planning Worksheet (ICS Form 215). This worksheet aids Operations personnel in capturing their tactics and in identifying resource assignments prior to the operations tactics meeting. During the operations tactics meeting, the Operations Section Chief leads participants in reviewing the work assignment drafts to determine whether they are complete and whether they support the incident objectives and strategies. Participants also identify gaps and duplication in work assignments, resolve any conflicts or coordination issues, and identify logistical issues shortfalls, excesses, safety issues, and the accuracy of the incident map.

Phase IV: Prepare and Disseminate the Plan

Phase IV begins when the Planning Section receives the approved Operational Planning Worksheets (ICS Form 215) after the operations tactics meeting. The Planning Section is responsible for completing the appropriate IAP forms and assembling the IAP during the time between the operations tactics meeting and the planning meeting. Other sections also contribute key information and supporting documents.

IAP Components and Sequence of Assembly				
Order	ICS Form	Title	Required	Prepared By
1	200	Cover Sheet	Always	Planning
2	202	Incident Objectives	Always	Planning
3	205	Incident Radio Communications Plan	As needed	Logistics
4	205A	Telephone Communications Plan	Always	Logistics
5	207	Incident Organization Chart	Always	Planning
6		Incident Map	Always	Operations
7	204	Assignment List	Always	Planning
8	206	Medical Plan	Always	Safety Officer
10	230	Meeting Schedule	Always	Planning
11	213	General Message	Optional	Message Originator
12		Other Components As Needed	Optional	Planning

Planning Section Responsibilities

- **IAP Cover Sheet (ICS Form 200).** The IAP cover sheet provides specific information about the IAP and must be consistent with and reflect FEMA standards. Logos may be used on cover sheets, but must be produced in black and white. IAP cover sheets must contain the following information:
 - Title
 - Plan number (the first IAP is 01; subsequent IAPs are numbered sequentially)
 - Incident name that identifies the nature of the disaster
 - Declaration numbers for Stafford Act incidents, local emergencies, or any other organization declaration.
 - Operational period (date and time)
 - Signature blocks
- **Incident Objectives (ICS Form 202).** The first page after the cover sheet is the Incident Objectives. In addition to the objectives, this page also provides weather and safety information. Safety messages are prepared by the Safety Officer. Important considerations include the following:
 - Include only incident objective in Block 5.
 - Number objectives sequentially from the beginning of the incident. ***Do not renumber objectives for each operational period.***
 - List the incident objectives in order of priority regardless of their tracking number.
 - Cross out or remove incident objectives that have been achieved.
 - Do not include items of guidance labeled “goals” or “priorities.”
 - Focus the weather message on weather predicted for the operational period that may affect operations.
 - Focus the safety message on information that is relevant and actionable for field personnel.
- **Incident Telephone Communications Plans (ICS Form 205a).** These are radio communications plans and a telephone contact list of key staff and staff agencies prepared and maintained by the Planning Section. The information on this plan must be consistent with the Incident Organization Chart (ICS Form 207).
- **Assignments Lists (ICS Form 204).** The Planning Section prepares the Assignments Lists using data provided in the Operational Planning Worksheets (ICS Form 215). It is the heart of the IAP and must be organized in a way that enables staff to clearly understand their work assignments. Sequence the assignments according to (1) the Operations Section organizational chart, (2) geographically, or (3) functionally. Specify exactly which resource is responsible for each work assignment, and ensure that names, contact numbers, and resource identifiers are correct.

- **Incident Map.** The incident map is an essential IAP component that identifies key incident facilities and operational boundaries. The Planning staff provides information and coordinates with the GIS Coordinator to produce the map. The Operations Section Chief is responsible for ensuring that map content is current and appropriate.
- **Meeting Schedule (ICS Form 230).** This schedule describes the important incident meetings that will take place during the operational period and indicates where and when they will be held. Incident Action Planning meetings and briefings will always be included to ensure that no other meeting conflicts with the planning meetings.
- **Incident Organization Chart (ICS Form 207).** The Incident Organization Chart is important to inform staff not only how staff is organized, but also what positions are filled and who is assigned to key positions. Show deputy positions in the same box as the primary position. Deputies do not have separate organizations under them. Ensure that position titles and names on the organization chart are consistent with the position titles and names on the Incident Telephone Communications Plan.

Safety Officer Responsibilities

- **General Safety Message on ICS Form 202.** The general safety message is included on the Incident Objectives page (ICS Form 202) for each IAP, and should focus on relevant information that is actionable to field personnel for operations during the operational period. The message may be changed for each operational period based on conditions.
- **Medical Plan (ICS Form 206).** The medical plan is key to the welfare of incident personnel and is included in all IAPs. The medical plan provides important information on medical emergency procedures and the locations and phone numbers of medical aid facilities, emergency medical transportation, and hospitals in the incident area. Important considerations when preparing the Medical Plan are as follows:
 - List urgent care and hospital emergency rooms as well as established incident aid stations and incident camps in Block 5, “Incident Medical Aid Stations.”
 - Indicate the emergency phone number in Block 6, “Transportation.” If an ambulance is assigned to the incident, include the location and phone number in Block 6.
 - List in Block 7, “Hospitals,” list all hospitals located throughout the incident area.
 - Include sufficient information in Block 8, “Emergency Medical Procedures,” to enable incident employees to know what to do and whom to notify in the event of a medical emergency.
- **Safety Analysis (ICS Form 215a).** The Safety Officer reviews the Operational Planning Worksheets (ICS Form 215) and develops the Safety Analysis in coordination with Operations Section staff as they develop the worksheets. The Safety Analysis contains the results of a systematic analysis of risks associated with each work assignment. This analysis assists the Operations Section personnel in altering tactics, if necessary, to promote the safety of field personnel.

Logistics Section Responsibilities

- **Incident Radio Communications Plan (ICS Form 205).** The Communications staff within the Logistics Section are responsible for preparing the Incident Radio Communications Plan during incidents where radios are a significant part of operations communications to provide specific incident radio frequency assignments for the operational period. The Plan should identify all assigned radio frequencies, trunked radio systems, and talk group assignments for the operation elements identified on the Incident Organization Chart (ICS Form 207) and the Incident Organization Assignment List (ICS Form 203).
- **Traffic Plan.** The traffic plan is included in the IAP, when required, but does not have an ICS Form number. A traffic plan will be prepared when incident personnel must be informed of special traffic requirements, including required routes of travel, missing directional signage on incident transportation routes, and special driving conditions.

The Planning Meeting

The Planning Meeting is facilitated by the Planning Section Chief for the purpose of finalizing and approving the IAP for the next operational period. The meeting provides the opportunity for the Command & General Staff, as well as other incident management personnel, agency officials, and partner agencies and organizations to discuss and resolve any outstanding issues before assembling the IAP. After the review has been completed and updates have been made, Command and General Staff affirm their commitment to support the plan.

After the planning meeting, the Planning Section Chief is responsible for making changes to the IAP that were agreed upon during the planning meeting and ensuring that the final IAP is signed by the appropriate Chiefs and Officers. Once all signatures are gathered, the IAP is ready to be printed and distributed.

Phase V: Execute, Evaluate, and Revise the Plan

Phase V begins with the operations briefing and continues as the IAP is executed and evaluated in preparation for it to be revised during the next operational period. Once the IAP has been distributed and the operations briefing has been held, the IAP is executed.

Changes are often required to reassign resources or modify work assignments during the operational period. These changes must be communicated to the Operations Section Chief, who in turn communicates the changes to the Planning Section.

As the work assignments are performed, field personnel and supervisors assess the progress and the effectiveness of the work. Individuals, crews, and task forces inform their supervisors of the status of assignments, and the Operations Section personnel keep the Planning Section apprised of all developments and status reports.

Final Quality Assurance Checklist

The checklist below is intended to serve as a tool that the Planning Section Chief uses before granting final approval to the IAP.

- ☐ Do the tasks listed on the Assignment Lists (ICS Form 204) support the Incident Objectives (ICS Form 202)?
- ☐ Does the incident map reflect the operation elements identified on the Incident Organization Chart (ICS Form 207) or the Assignment Lists (ICS Form 204)?
- ☐ Does the Incident Telephone Communications Plan (ICS Form 205A) provide information on the operation elements identified on the Incident Organization Chart (ICS Form 207) or the Assignment List (ICS Form 204)?
- ☐ Are all assigned radio frequencies, trunked radio systems and talk group assignments identified on the Incident Radio Communications Plan (ICS Form 205) and does the information reflect the operation elements identified on the Incident Organization Chart (ICS Form 207) or the Assignment Lists (ICS Form 204)?
- ☐ Does the information on the Medical Plan (ICS Form 206) identify the closest medical facility to each operation element identified on the incident map, the Incident Organization Chart (ICS Form 207) or the Assignment List (ICS Form 204)? Does it identify what should be done if someone is injured or becomes seriously ill?
- ☐ Does the IAP use common ICS terminology throughout the whole document?
- ☐ Does the Meeting Schedule (ICS Form 230) contain at a minimum, the following:
 - Appropriate incident action planning meetings
 - Strategy meetings
 - Team meetings
 - Public meetings

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-06-142
June 21, 2023

REQUESTED MOTION: Presentation and update by the Lee County Sheriff's Office Community Policing Unit.

REQUESTOR: Arleen Hunter, City Manager

AGENDA: Presentations

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Pursuant to Council's request for periodic updates on law enforcement activities, Lieutenant Jeffery Dektas with the Lee County Sheriff's Office will be providing an update.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None.

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred __ Other _____



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

Bonita Springs City Council

Meeting Minutes

June 7, 2023

5:30 p.m.

1. Call to Order

Mayor Rick Steinmeyer called the meeting to order at 5:30 p.m.

2. Invocation

Invocation provided by Rev. Riley Grandell, Gulf Shore Life Center Church

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance

4. Roll Call

The City Clerk called the roll:

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

Absent: 0

5. Approval of Agenda

Mayor Steinmeyer motioned to move Agenda Item 9, Proclamations and Presentations, ahead of Item 8, Zoning and Land Use. Council Member Carr seconded. The motion carried unanimously.

6. Mayor's Welcome

Mayor Steinmeyer welcomed attendees and thanked them for their participation.

7. Public Comment on Agenda Items

Jim Magnus - spoke in favor of the proposed Resolution under Agenda Item 13B, Designating Portions of Old 41 Road in Downtown as a No-thru Truck Zone. He also spoke in support of the appointment of Alyona Ushe to the Art in Public Places Board.

Don Thomson of Henderson, Franklin, Starnes & Holt, P.A. representing Bonita Springs Utilities, spoke in support of the proposed Ordinance under Agenda Item 12A.

8. Proclamations and Presentations:

- A. Appearances by State Senator Jonathan Martin and State Representative Adam Botana and a legislative update from the City's lobbyists, Greenberg Traurig. (Green Sheet No. 23-06-119)

State Representative Adam Botana and State Senator Jonathan Martin each in turn provided a brief recap of the 2023 legislative session, which included their successful effort to secure over \$300 million for Hurricane Ian recovery (\$5.4 million for Bonita Springs). Hayden Dempsey and Tim Stanfield of the City's lobbyist firm Greenberg Traurig recapped the highlights of the legislative session.

9. Zoning and Land Use Items:

- A. (SECOND READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD) TO INCLUDE 24 MULTI-FAMILY UNITS AS THE PRINCIPAL USE OF THE PROPERTY, AND TO ADD ONE DEVIATION; LOCATED AT 04-48-25-B1-00002.000A, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-06-121)

*The Clerk read the Ordinance title into the record. City Attorney Rooney administered the oath to those who intended to give testimony. Michael Fiigon provided the staff presentation. Wayne Arnold of Q Grady Minor spoke on behalf of the applicant. Mayor Steinmeyer motioned to approve; seconded by Council Member Carr. Mayor Steinmeyer called for public comments and, seeing none, asked the Clerk to call the roll; the motion carried unanimously. **Ordinance 2023 – 05 adopted.***

- B. A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST FOR A SPECIAL EXCEPTION REQUEST TO ALLOW A CAR WASH FACILITY ON PROPERTY LOCATED WITHIN THE COMMERCIAL ZONE OF THE BONITA BEACH ROAD CORRIDOR OVERLAY, PURSUANT TO LDC 4-898; LOCATED AT 11230 BONITA BEACH ROAD SOUTHEAST, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-06-123)

Wayne Arnold of Q Grady Minor led the presentation for the applicant and responded to questions asked by Council Members. Michael Fiigon provided the staff presentation and responded to questions from Council Members.

Mayor Steinmeyer called for public comments:

- *David Fox - Spoke in opposition to approval of the special exception request.*
- *Brian Bruland - Spoke in opposition to approval of the special exception request.*
- *Elizabeth Murray - Spoke in opposition to approval of the special exception request.*

Seeing no additional public speakers, Council Member Carr motioned to approve; seconded by Council Member Fullick. The Clerk called the roll; the motion carried by a vote of 4-3, as follows:

Carr	Steinmeyer	Corrie	Fullick	Forbes	Bogacz	Purdon
Yes	No	No	Yes	Yes	Yes	No

10. Consent Agenda:

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

- A. Approval of the May 17th Draft City Council Meeting Minutes
- B. Approval of the May 17th Draft City Council Special Meeting Minutes
- C. Confirm and ratify Resolutions Extending Local State of Emergency (Green Sheet No. 23-06-116)
- D. Notice of updated hearing dates for the backyard hen ordinance. (Green Sheet No. 23-06-124)
 - Opportunity for City Council Comments on Consent Agenda

7:15 p.m. – Mayor Steinmeyer recessed the meeting for a 15-minute break.

7:30 p.m. – Mayor Steinmeyer reconvened the meeting.

11. Mayor and Council Member Items:

- A. Discussion regarding potentially partnering with Bonita Springs High School students for future organized clean-up events. (Green Sheet No. 23-06-118)

Mayor Steinmeyer discussed the idea of potentially partnering with Bonita High School to hold more organized clean-up projects, in addition to those that are regularly held. City Manager Hunter said she will reach-out to the school principal.

- B. Consider adopting a resolution appointing Alyona Ushe to the Art in Public Places Board. (Green Sheet No. 23-06-120)

Council Member Fullick introduced applicant Alyona Ushe, who is the new Executive Director of the Bonita Springs Centers for the Arts. Ms. Ushe thanked Council Members for the warm welcome. Council Member Carr motioned to approve the appointment; Council Member Corrie seconded. The motion carried unanimously.

12. Public Hearing:

- A. An Ordinance of the City of Bonita Springs approving the Petition of Bonita Springs Utilities, Inc., to Approve Special Service Charges for Sun Village Estates and the Lakes of San Souci; and providing for an effective date. (Green Sheet No. 23-06-126)

The Clerk read the Ordinance title into the record. Mayor Steinmeyer made a motion to approve; seconded by Council Member Corrie. Mayor Steinmeyer called for public comments and, seeing none, asked the Clerk to call the roll; the motion carried by a vote of 6-1, with Council Member Purdon opposed.

Ordinance 2023-06 adopted.

13. City Attorney's Items:

- A. (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, REPEALING AND REPLACING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7 ARTICLE II – SEA TURTLES; 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. 23-06-122)

The Clerk read the Ordinance title into the record. Seeing no public speakers, Mayor Steinmeyer motioned to move to Second Reading, seconded by Council Member Corrie. The Clerk called the roll; the motion carried unanimously.

- B. Consider adopting a Resolution designating portions of Old 41 Rd in downtown Bonita as a no-thru truck zone and authorizing the placement of appropriate signage.(Green Sheet No. 23-06-125)

Council Member Corrie motioned to approve; seconded by Council Member Carr. The motion carried unanimously.

14. City Manager's Items:

- A. Consistent with the direction in the letter from Commissioner Brian Hamman, Chair of the Tourist Development Council (TDC), nominate an elected City of Bonita Springs official to occupy a voting seat on the TDC for a two-year term. (Green Sheet No. 23-06-117)

Mayor Steinmeyer motioned to nominate Council Member Fullick; seconded by Council Member Carr. The motion carried unanimously.

- B. Update regarding Hurricane Ian recovery

Community Development Director John Dulmer presented an update that included trends with permit activity and customer service (report on file in the City Clerk's Office). Floodplain Manager Ayita Williams replied to questions asked by Council Members.

Finance Director Lisa Griggs-Roberson presented an update on the FEMA reimbursement process. She also reviewed the proposed Budget calendar, which includes tentative budget hearing dates.

City Manager Hunter brought forward a discussion item at Mayor Steinmeyer's request, regarding giving staff the flexibility to move ceremonial items, such as proclamations, ahead of Zoning and Land Use items when appropriate. Council Member Carr explained the reason that Council had previously decided to place Zoning and Land Use Items earlier in the agenda. Council Member Corrie motioned to give staff additional flexibility to re-arrange the agenda when appropriate; seconded by Mayor Steinmeyer. The motion carried by a vote of 6-1, with Council Member Carr opposed.

15. Mayor and Council Member Reports

Council Member Carr - Congratulated Deputy Mayor Forbes for receiving recognition from the League of Cities for his advocacy of Home Rule. In addition, she acknowledged the recent passing of esteemed resident and business owner Darlene "Dolly" Scott.

Council Member Corrie - Reminded Council Members that the groundbreaking ceremony for the Big Carlos Pass Bridge construction project is 10 am, Thu., June 15.

Council Member Forbes - Reported on his attendance at several Recovery Task Force branch meetings.

Mayor Steinmeyer – Recognized all involved with planning the Memorial Day Ceremony.

16. Public Comment

Teri LaMaine - Executive Director of the Bonita Springs Assistance Office, provided an update on the beneficiaries of the Food Program that receives CDBG grant funding through the City.

17. Adjournment

There being no further business, the meeting adjourned at 8:22 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor

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. 23-41 issued on June 5, 2023
2. Resolution No. 23-45 issued on June 12, 2023

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-41

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;

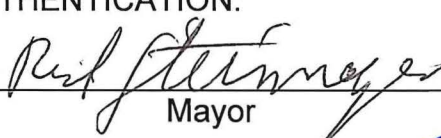
Section 1. The recitals above are hereby incorporated herein.

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 5th day of June, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk: 6/5/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-45

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;

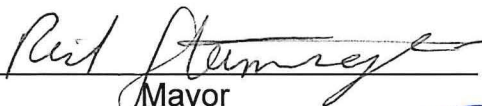
Section 1. The recitals above are hereby incorporated herein.

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 12th day of June, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk: _____

6/13/23

REQUESTED MOTION: Adopt a Resolution accepting the resignation of a member of the City of Bonita Springs Local Planning Agency.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

On June 7, 2023, Mr. Lane Morlock informed the City Clerk that he must resign from the Local Planning Agency (LPA) due to his busy schedule.

Land Development Code Section 4.85 states “The Board shall be comprised of seven members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of City Council.” There is currently one application on file, and the City Clerk will advertise the vacancy.

The current remaining LPA Board Members are as follows: Robert Bornstein, Don Colapietro, Daniel Dhooghe, Steve Lohan, Jeffery Maturo, and Robert Lombardo.

STAFF RECOMMENDATION: Adopt Resolution

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

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

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 LOCAL PLANNING AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Land Development Code Section 4.85 states that the Planning Commission (LPA) shall be comprised of seven members, who shall be legal residents of the City, appointed by the Mayor, with the advice and consent of the City Council; and

WHEREAS, Board Member Lane Morlock submitted his resignation from the LPA on June 7, 2023.

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

1. The resignation of Lane Morlock from the Local Planning Agency 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 21st day of June, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

REQUESTED MOTION: Review and approve AdVenture SWFL of Bonita Springs' proposal for RFP # 23-06 for the production and management of the Fiesta Bonita event at Riverside Park on Saturday, September 16, 2023, and September 14, 2024, from 2:00 pm to 8:00 pm.

REQUESTOR: Jesse Purdon, Councilmember District 2

AGENDA: Consent

STRATEGIC PRIORITY: : # 7 – Government Transparency: Increase Outreach/Accessibility to Citizens

BACKGROUND:

The City of Bonita Springs issued a Request for Proposals for the production and management of the Fiesta Bonita event. One proposal was received from AdVenture SWFL of Bonita Springs.

STAFF RECOMMENDATION: Review and approve AdVenture SWFL's proposal for RFP # 23-06 to host the Fiesta Bonita Event or provide further direction.

ATTACHMENTS: Adventure SWFL's Fiesta Bonita Proposal

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred __ Other _____

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FIESTA

B O N I T A S P R I N G S



LETTER OF INTEREST

In response to your Request for Proposal, to plan, manage and execute a large scale Fiesta Bonita Springs, RFP # 23-06 on behalf of **AdVenture SWFL**, it is our pleasure to submit our proposal to organize, stage and manage this very important event.

AdVenture SWFL Inc. is a Bonita Springs based, full service agency, with a team of professionals with vast experience hosting successful events for more than 26 years combined. We believe that our creativity, experience, knowledge and understanding of the diverse population of Bonita Springs, along with our media relationships will serve you well.

We will make FIESTA Bonita Springs happen, like the City of Bonita Springs envisions it to be!

FIESTA BONITA SPRINGS 2023 + 2024 PROPOSAL

1

Narrative

2

Promotional Plan

3

Safety Plan + Rain Date

4

Preliminary Itemized Budget

5

Anticipated Event Attendance

6

Time Table, Project Schedule and Communication

7

Overview of Similar Managed Events

8

Criteria for Choosing Partners

9

Experience Securing Support

10

Event Clean-Up Plan

1. NARRATIVE

AdVenture SWFL is seeking to partner with the City of Bonita Springs to celebrate and foster awareness and inclusion of all ethnicities and cultures at Fiesta Bonita Springs 2023. Through our expertise in executing financially self sustaining events, top notch entertainment, in the form of live bands, DJs, and celebrity MCs, as well as a variety of delicious food options we will be celebrating diversity, inclusion and the spirit of family for all while reaching the event objectives set by the City of Bonita Springs.

In 2022, we are seeking to host a one day celebration with FREE admission on Saturday September 16, 2023, with a rain date of Saturday September 23, 2023, and Saturday September 14, 2024 with a rain date of Saturday September 21, 2024.

FIESTA Bonita Springs will kick off Hispanic Heritage month and feature a local band and DJ live performances and entertainment in the form of games and bounce house for the entire family. Diverse food vendors will offer for purchase during the event.

2. PROMOTIONAL PLAN



\$17,000 Value Multimedia Campaign per event

\$3,600 3 Week Spanish Radio Campaign

\$1,200 3x News Paper Ads

\$3,600 3x Magazine Ads

\$3,800 3 Month Social Media Campaign

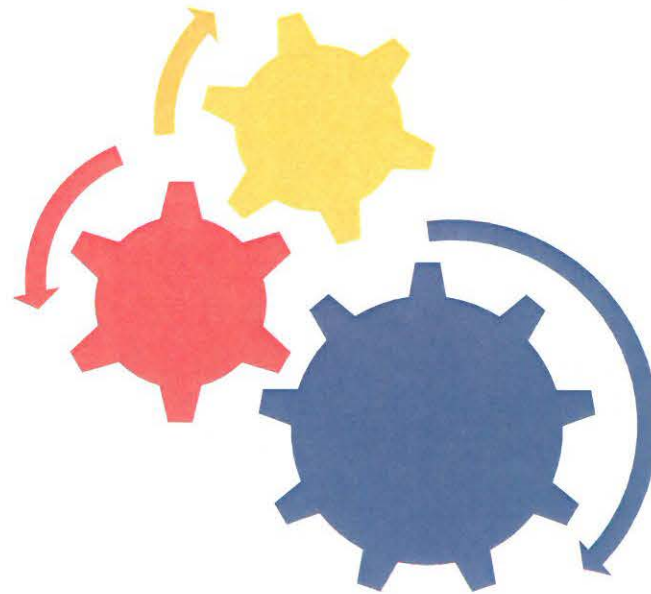
\$3,600 Dedicated Website

\$1,200 3 Month Public Relations Campaign

3. SAFETY PLAN

AdVenture SWFL Inc. Agrees to provide adequate traffic and crowd control, emergency medical services and any other items required by the City of Bonita Springs to protect the health, safety and welfare of the public at Fiesta Bonita Springs.

RAIN DATES – September 23, 2023 and September 21, 2024



4. PRELIMINARY BUDGET

\$36,500 Estimated per Event

CITY Funded

Lee County Sherrif's \$2,500

Sound & Lights \$3,500

Taylor Rental/Kids Zone \$3,000

Permits & City Staff \$1,000

\$10,000

AdVenture Pre-Funded

Promotional Plan \$17,000

Insurance \$1,500

Waste/Garbage/Restrooms \$1,000

\$19,500

AdVenture Post

Entertainment \$5,000

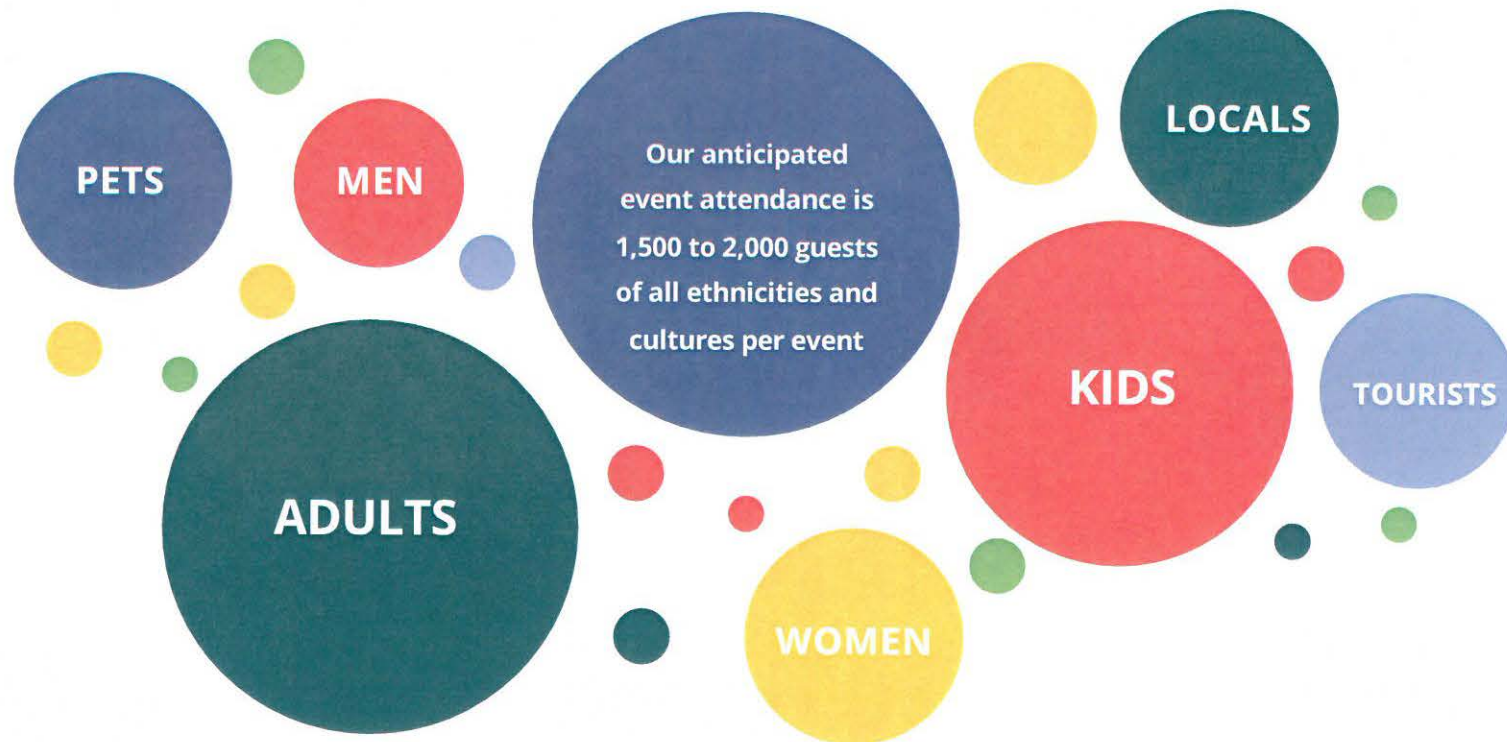
Talent Fees \$1,000

Logistics \$500

Clean Up \$500

\$7,000

5. ANTICIPATED EVENT ATTENDANCE



6. TIME TABLE + PROJECT - 2023



6. TIME TABLE + PROJECT - 2024



6. COMMUNICATION

Proposed Phone Call Schedule

1	Tuesday July, 25 th 2023	1	Tuesday July, 23 th 2024
2	Tuesday August 22 nd 2023	2	Tuesday August 20 th 2024
3	Tuesday September 5 th 2023	3	Tuesday September 3 rd 2024
4	Tuesday September 12 th 2023	4	Tuesday September 10 th 2024

Single point of contact assigned from AdVenture SWFL Andres Paz

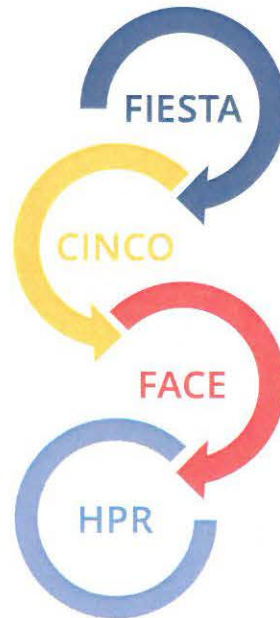
7. OVERVIEW OF SIMILAR MANAGED EVENTS

FIESTA BONITA SPRINGS

RIVERSIDE PARK
2016– 2022
ESTIMATED 1,500 – 2,000 ATTENDANCE
LIVE MUSIC – FOOD – FAMILY FRIENDLY

FACE AWARDS

HYATT REGENCY COCONUT POINT
2011 – 2018
200 – 400 ATTENDANCE
AWARD CEREMONY + GALA



CINCO DE MAYO

NAPLES BOTANICAL GARDEN
2023
ESTIMATED ATTENDANCE 1,000
LIVE MUSIC – FOOD

HISPANIC PHYSICIANS RECEPTION

SHANGRI-LA BONITA SPRINGS
2017 – 2023
200-300 ATTENDANCE
HEALTHCARE PROFESSIONAL RECEPTION

8. CRITERIA FOR CHOOSING PARTNERS

VENDORS

V

As a Bonita Springs resident, local business owner and the event organizer of Fiesta Bonita Springs we will give preference to »Local Business«

MEDIA

M

Media partnerships for Fiesta Bonita Springs will be selected based on performance in the local market, giving preference to "Local Business".

NON-PROFIT

N

Non-profit selected will be required to provide proof that at least 10% of the proceeds from the event will remain in Bonita Springs.

9. EXPERIENCE SECURING SUPPORT

Media Sales

16 Years experience in Media Sales, procuring more than 26 million dollars in Gross sales.

Sponsorship Sales

Vast experience in NTR/Sponsorship sales including all Fiesta Bonita Springs events that have produced profits since the event's inception

Partnerships/Networks

Ties with hundreds of businesses to solicit sponsorships or procure partnerships.

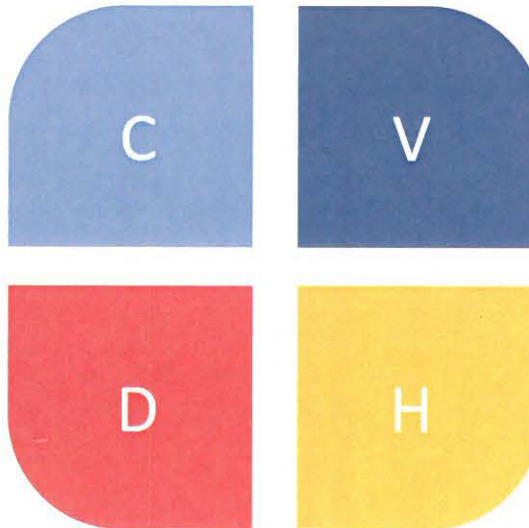
10. EVENT CLEAN UP PLAN

Containers

Disposable waste containers will be provided and monitored by volunteers

Dumpster

There will be a dumpster delivered and made available for the event's waste.



Volunteers

A minimum of 6 volunteers from the non-profit partner will be assigned to clean up.

Hired Clean Up Crew

Will be assigned to clean up Riverside Park, including bathrooms after the event ends

PROFESSIONAL RESUME



ANDRES PAZ

CXO – ADVENTURE SWFL

As AdVenture CXO I am responsible for the overall experience of the clients, prospective clients and employees . My objectives at AdVenture are to promote the culture of customer orientation internally, develop knowledge and understanding of customers, and implement targeted campaigns to increase customer loyalty, retention and satisfaction.

Fiesta Bonita Springs – Riverside Park



CINCO de Mayo – Naples Botanical Garden



Hispanic Physicians Reception



Face Awards – Hyatt Regency Coconut



PROFESSIONAL REFERENCES

Orlando Rosales – CEO Media Vista Group

Cell: 239-877-8036 Email: Orlando@mediavista.tv

Working as a Sales Manager for the Media Vista Group, for over 5 years, we hosted a variety of successful and profitable events.

Altony Lee – Former FGCU Director of University Relations

Cell: 813-990-9292

During my tenure as Sales Manager at MVG, Mr. Lee and FGCU sponsored different events hosted by MVG, including a prominent sponsorship of our FACE Awards.

Peter Simmons – Former Mayor City of Bonita Springs

Cell: 239-822-7745

In partnership with the City of Bonita Springs I've had the pleasure of hosting three successful and profitable editions of Fiesta Bonita Springs

Ralph Mesa – GM Mercedes Benz Bonita Springs

Cell: 305-986-3500 Email: rmesa@mbbonitasprings.com

I've had the pleasure of working with Mr. Ralph Mesa for a couple of years, while hosting the Hispanic Physicians Reception at Mercedes-Benz of Bonita Springs



THANK YOU FOR YOUR CONSIDERATION

ATTACHMENT A

Proposal Form
Fiesta Bonita Event
RFP # 23-06
Due June 15, 2023 at 9:00 am

ANTICIPATED TOTAL REQUEST OF REIMBURSEMENT TOWARDS EVENT (express in words and numerals) _____

Ten Thousand (\$ 10,000)

The following must be included with this form. Failure to include any of the following will delay the consideration and review of your submission and could result in your proposal response being disqualified:

- Attachment B-1
- Attachment C or C-1
- Attachment D
- Attachment E
- Attachment I
- Attachment J
- Attachment K
- Attachment L
- Attachment M
- Attachment N
- City of Bonita Springs Special Event Permit Application

Submitted By:

Adventure
Company Name
24850 Old 41 Rd #2A
Address
Bonita Springs FL 34135
City, State & Zip Code
239 250 3188
Phone & Fax Numbers
Andres F. Paz
Signature
Andres Paz CXO
Name & Title
6.13.2024
Date

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT B-1

Vendor's Insurance/Indemnification Statement

We understand the insurance/indemnification requirements of these Specifications and that the evidence of insurability may be required within seven (7) days of the award of this Solicitation.

Name of Firm Odventure Date 6.13.2023

Vendor Signature Andres F. Paz

Print Name Andres Paz

Insurance Agency RVNA R.V. Nuccio & Associates.

Agent Name Robert V. Nuccio Telephone Number 800 364 2433

A Certificate of Insurance will be provided to the City of Bonita Springs within 7 days of the award of the solicitation.

PLEASE COMPLETE AND SUBMIT WITH RFP

>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT C-1

Affidavit for E-Verification Exemption
Individuals without Employees

I, (please print) Andres Paz, being sworn, certify that the following statements are true:

1. I am an individual service provider hired for the following Bonita Springs project or contract: Fiesta Bonita Springs.
2. No one else will be hired to perform the work.
3. In the future, should I retain any employees or additional assistance to perform work for the City of Bonita Springs, I agree to use E-Verify to verify the employees eligibility to work status of any person hired by me who is assigned by me to perform work for the City, and meet all other terms of the Immigration Reform and Control Act of 1986.
4. This Affidavit is provided as a contractual requirement to contract with the City of Bonita Springs.

Affiant sayeth further naught.

Date: 6.13.23

Andres F. Paz
Signature of person signing affidavit

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13 day of June, 2023
by ANDRES F PAZ, who is personally known to me or who has produced
_____ as identification.

Teresa M. Paras
Signature of person taking acknowledgment

Name, typed or printed, of stamp
Title or Rank
Serial Number, if any



ATTACHMENT D

Solicitation Response Form

FROM: Adventure.

City of Bonita Springs
Bonita Springs, Florida

RE: RFP # 23-06 FIESTA BONITA EVENT

Dear Sir or Madam:

The undersigned, as vendor, hereby declares that he has examined the scope of services and special conditions and informed himself fully in regard to all conditions pertaining to the work to be done for safety equipment and supplies as per the attached specifications. The Vendor further declares that the only persons, company or parties interested in this Contract to be entered into as principals are named herein; that this proposal is made without connection with any other person, company or companies submitting a Proposal; and it is all respects fair and in good faith, without collusion or fraud. The Vendor certifies that this proposal shall not discriminate against any worker, employee or applicant or any member of the public because of age race, color, sex, religion, national origin, disability or marital status nor otherwise commit an unfair employment practice.

The vendor further certifies that he has familiarized himself with the Federal, State and Local laws pertaining to the type of work proposed. The vendor proposes and agrees, if this is accepted, to Contract with the OWNER in the form of Contract specified, to furnish work in full, in complete accordance with shown, noted, described and reasonably intended requirements of these RFP documents and all Addenda hereto.

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the City of Bonita Springs.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 13 day of June, 2025
in the City of Bonita Springs, in the State of FL.

Adventure.
Firm's Complete Legal Name

24850 Old 41 Rd #24.

(Address)
Bonita Springs FL 34135.

(City, State, ZIP)

Phone No. 239 250 3188

Fax No. _____

Check one of the following:

- ☐ Sole Proprietorship
☒ Corporation or P.A. State of FL
☐ LLC or Other
☐ Limited Partnership
☐ General Partnership

By: Andres F. Paz.
Typed and Written Signature

Cxo.
Title

Solicitation Response Form – Page 2
Additional Contact Information

Send Payments To:
(REQUIRED ONLY if different from above)

Contact Name Andres Paz
Title Cxo

Adventure
(Company Name used as Payee)

24850 Old 41 Rd #2A
(Address)

Bonita Springs FL 34135
(City, State, ZIP)

Phone No. 239 250 3188

FAX No. n/a.

Email address: andres@adventuresupl.com

Office Servicing City of Bonita Springs Account
/Place Orders/Request Supplies
(REQUIRED ONLY if different from above)

(Address)

(City, State, ZIP)

Contact Name _____
Title _____

Phone No. _____

Fax No. _____

Email Address: _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT E

Preference to Local Business

Per Section 15 of the City of Bonita Springs Code §36.32:

The City shall give preference to local businesses in the following manner:

- (1) "Local Business" defined.
Local business means the vendor has paid the requisite business license tax issued by Lee County at least one (1) year prior to do business in Bonita Springs, with a physical business address located within the limits of Bonita Springs. Post Office Boxes are not a physical address. Vendors must advise they are a local business at the time of submitting their bid or proposal to be eligible as a "local business".
- (2) Under any such applicable solicitation, bidders / proposers desiring to receive local preference will be invited and required to affirmatively state their status as a local business. Except where federal or state law, or any other funding source, mandates differently, the City will give preference to local businesses in the following manner:
 - (a) Competitive bid (local price match option). When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local business is within ten percent (10%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit, an offer to match the price(s) offered by the overall lowest, qualified and responsive bidder within three working days of the bid opening. If the lowest local bidder submits an offer that fully matches the lowest bid from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the non-local business.
 - b) Request for proposals, qualifications or other submittals and competitive negotiation and selection. For all purchases under the Competitive Negotiations Act (Florida Statutes § 287.055) and Section 7 of this Ordinance, the RFP solicitation may include a weighted criterion for local preference that equals ten percent (10%) of the total points in the evaluation criteria published in the solicitation.
- (3) The application of Local Preference to a particular purchase or contract may be waived upon approval of the City Council or City Manager (under \$50,000 threshold for purchasing authority).
- (4) The preference does not prohibit City Council to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- (5) Reciprocity. In the event Lee or Collier County, or any municipality ("local government") within Lee or Collier County extends preferences to local businesses, City Council may enter into an interlocal agreement with such local government to award the preference to vendors of that specific local government. In no event shall the preference accorded other local government firms exceed the amount of preference that such local government extends to Bonita Springs firms competing for its contracts.

[☒] Eligible for and claiming Local Preference (physical location in Bonita springs or through reciprocity with Lee or Collier County)

Andres F. Paz
Signature

6.13.23.
Date

PLEASE COMPLETE AND SUBMIT WITH RFP

>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

Attachment F
Intentionally Removed

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00

Phone: 239/949-6262

Fax: 949-6239

☐ \$25.00 (501C3 organizations)

Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: Odventura

Nature of Event: Fiesta Bonita Springs

Location (Attach Site Plan): Riverside Park. Site Plan attached.

Date

Set-Up Time

Actual Event Times

Take Down Time

Sep 14, 2024 7am to 11am

2pm to 6pm

8pm to 11pm

For multiple dates, please attach letter.

Has this event been held in the past? Yes.

If so, when was the last event? 2016-2022

Individual Contact for Activity/Event: Andres Paz

Phone: 239 250 3188

Address: 24850 Old 41 Rd. #24 B.S. FL 34135

Website: www.OdventuraCreates.com

E-Mail Address: andres@odventurasupl.com

Major Sponsor(s): Fifth Third Bank

Promoter(s): Odventura

Phone or Contact #: 239 250 3188

1. Crowd: Is anticipated crowd size 1,000 or more?

Yes
☒

No
☐

Actual Anticipated number: 1,500 - 2,000

2. Parking: Will off-site parking be provided? _____

☐

☒

Will "shuttle" service to parking be provided? By whom? _____

☐

☒

4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.

☒

☐

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☒ | ☐ |
| 6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☐ | ☒ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☒ | ☐ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold ☒ or consumed ☒ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: <u>Project Blue Nose</u>
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☒ | ☐ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: <u>Blackhorse</u>
Contact Number: <u>239 204 8938</u> | ☒ | ☒ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☒ | ☒ |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☒ | ☐ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | ☒ | ☒ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked ☒ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☒ | ☐ |

Yes No

15. Sanitary Facilities:

Will temporary sanitary facilities be provided? If yes, indicate location on site plan.

☒ ☐

Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.

☒ ☐

Will additional refuse containers/dumpsters be provided?

☒ ☐

If yes, by whom: B. n There Bump Tha

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.

17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

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

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

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

Ondres F. Paz 6.13.23.
Signature of Applicant Date

Comments: _____

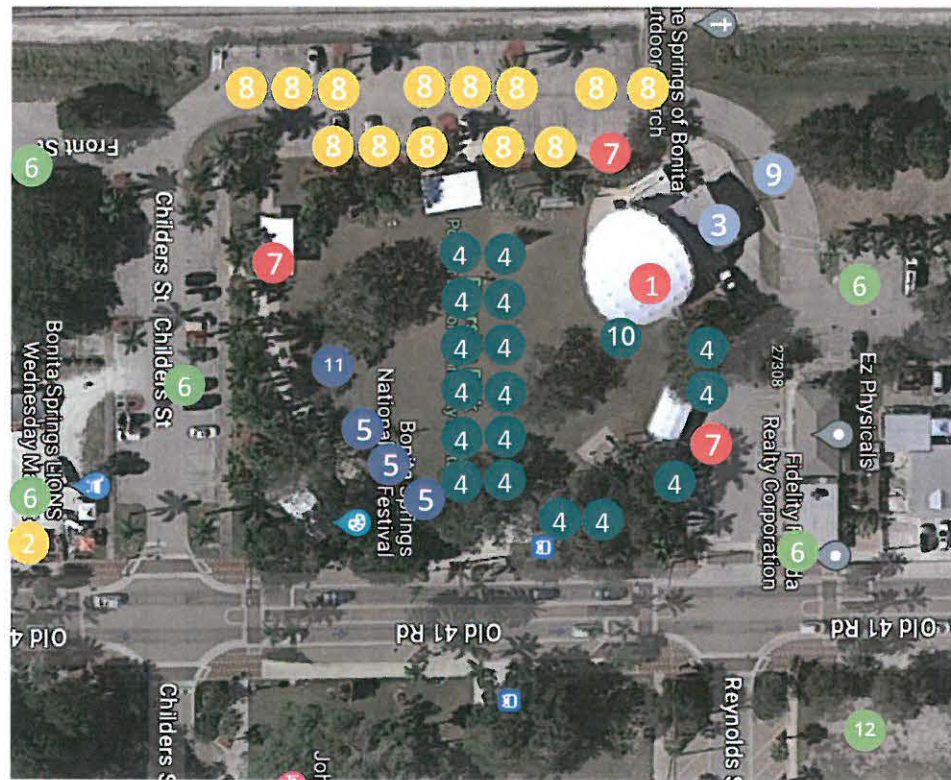
City Manager Date

Comments: _____

Application Fee is non-refundable.

FIESTA BONITA SPRINGS SITE MAP

- STAGE 1
- DUMPSTER 2
- FACILITY RESTROOMS 3
- 10X10 VENDOR TENTS 4
- KIDS ZONE 5
- PARKING 9



- 10X10 ALCOHOL TENTS 7
- 10X10 FOOD VENDOR TENTS 8
- PORTABLE RESTROOMS 9
- SEATING/DANCING AREA 10
- KIDS ENTERTAINMENT 11
- ADDITIONAL PARKING 12

You do not have to partner with the charities on this list. You may choose any charity. This list is intended as informational only.

SPECIAL EVENT PERMIT APPLICATION

PERMIT. SEP- _____



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00

Phone: 239/949-6262

Fax: 949-6239

☐ \$25.00 (501C3 organizations)

Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take 45 days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting after the 45 days. Please take this into consideration when planning your event.

Organization: Adventure.

Nature of Event: Fiesta Bonita Springs.

Location (Attach Site Plan): Riverside Park Site Plan Attached.

Date

Set-Up Time

Actual Event Times

Take Down Time

SEP 16, 2023 7am to 11am

2pm to 8pm.

8pm to 12pm.

For multiple dates, please attach letter.

Has this event been held in the past? Yes.

If so, when was the last event? 2016-2022

Individual Contact for Activity/Event: Andres Paz

Phone: 239 250 3188

Address: 24850 Old W Rd. #24 B.S. FL 34135

Website: www.adventurefl.com

E-Mail Address: andres@adventurefl.com

Major Sponsor(s): Fifth Third Bank.

Promoter(s): Adventure.

Phone or Contact #: 239 250 3188.

1. Crowd: Is anticipated crowd size 1,000 or more?

Yes ☒

No ☐

Actual Anticipated number: 1,500 - 2,000.

2. Parking: Will off-site parking be provided? _____

☐

☒

Will "shuttle" service to parking be provided? By whom? _____

☐

☒

4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Indicated stage location(s) on siteplan.

☒

☐

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☒ | ☐ |
| 6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☐ | ☒ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☒ | ☐ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold ☒ or consumed ☒ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: <u>Project Blue Nose</u>
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☒ | ☐ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: <u>Blackhorse</u>
Contact Number: <u>239 204 8938</u> | ☒ | ☐ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☐ | ☒ |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☒ | ☐ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | ☒ | ☐ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked ☒ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☒ | ☐ |

Yes No

15. Sanitary Facilities:

Will temporary sanitary facilities be provided? If yes, indicate location on site plan. ☒ ☐

Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan. ☒ ☐

Will additional refuse containers/dumpsters be provided? ☒ ☐

If yes, by whom: Bin There Dump That.

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.

17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

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

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

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

Andres F. Paz 6.13.23.
Signature of Applicant Date

Comments: _____

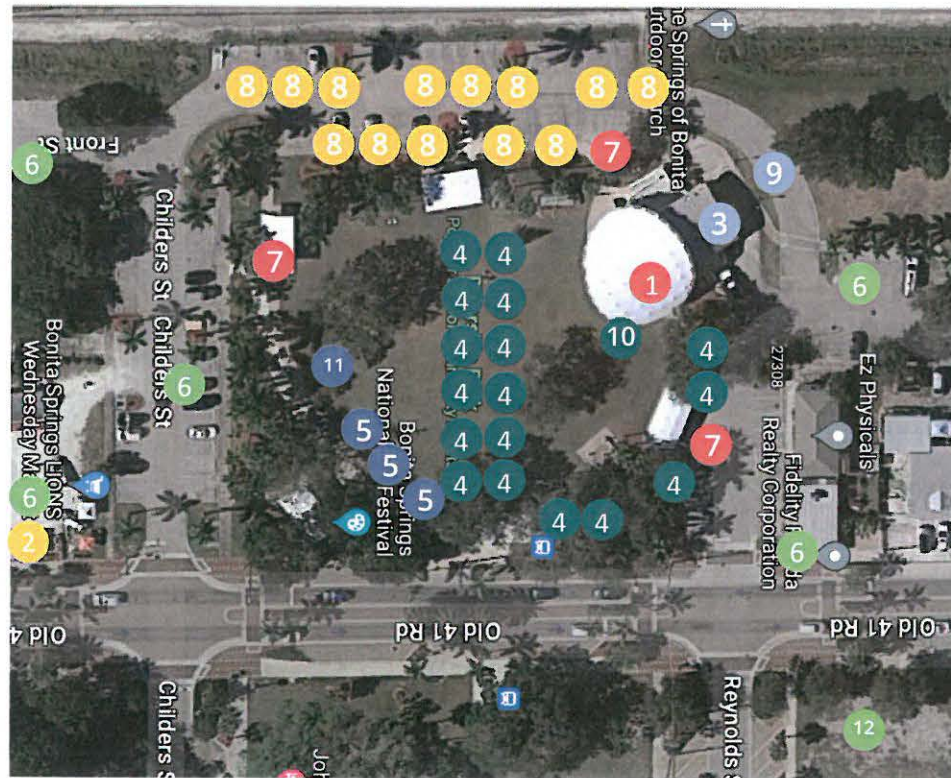
City Manager Date

Comments: _____

Application Fee is non-refundable.

FIESTA BONITA SPRINGS SITE MAP

- STAGE 1
- DUMPSTER 2
- FACILITY RESTROOMS 3
- 10X10 VENDOR TENTS 4
- KIDS ZONE 5
- PARKING 9



- 7 10X10 ALCOHOL TENTS
- 8 10X10 FOOD VENDOR TENTS
- 9 PORTABLE RESTROOMS
- 10 SEATING/DANCING AREA
- 11 KIDS ENTERTAINMENT
- 12 ADDITIONAL PARKING

Attachment I

Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Project Manager, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: Adventure.
Signature and Date: Andres F. Paz
Print Name: Andres Paz
Title of Signatory: CxO.

State of Florida
County of Lee

SUBSCRIBED AND SWORN to before me this 13 day of June, 2023,
by ANDRES F. PAZ, who is personally known to me to be the
_____ for the Firm, OR who produced the following identification

Teresa M. Paras
Notary Public

My Commission Expires 04/16/2027



PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT J

Statement of Experience of Vendor

The Vendor is required to state below what work of similar magnitude is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the contract.

PROJECT AND LOCATION	PROJECT SIZE AND CONTRACT AMOUNT	REFERENCE
1) Cinco de Mayo Naples Botanical Garden	1,000+ in attendance.	Ponna McGinnis. CEO + President. dmcginnis@naplesgarden.org.
2) Hispanic Physicians Reception. Mercedes Bonita Springs.	100+ in attendance.	Ralph Mesa. GM rmesa@mbbonitasprings.com.
3) Fiesta Bonita Springs. Riverside Park.	1,000+ in attendance	Lora Taylor. Communications Director. lora.taylor@cityofbonitasprings.org.
4)		
5)		
6)		
7)		
8)		
9)		
10)		

Dated 6.13.2023. Adventure.
Vendor

By: Andres F. Paz.

PLEASE COMPLETE AND SUBMIT WITH RFP

>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AdVentureSWFL, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 24850 OLD 41 RD. SUITE #24	Requester's name and address (optional)	
6 City, state, and ZIP code BONITA SPRINGS, FL 34135		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
8 2 - 1 5 0 7 7 3 4	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>William Kobrin</i>	Date ► 1/1/2023
-----------	--	------------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

ATTACHMENT L

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

Adventure.
Company Name

6.13.23.
DUNS Number

Andres F. Paz
Signature

Andres Paz CxO.
Date

Andres Paz CxO.
Print Name and Title

24850 Old 41 Rd. Ste 24
Street Address

Bonita Springs FL 34135
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

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

ATTACHMENT M

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 23-06**, for **Fiesta Bonita Event**.
2. This sworn statement is submitted by Ondres Paz Adventure whose business
[Name of entity submitting sworn statement]
address is 24850 Old 41 Rd #24 Bonita Spring FL 34135 and (if
applicable) its Federal Employer Identification Number (FEIN) is 82-1507734 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Ondres F. Paz and my relationship to the above is
[Please print name of individual signing]
Cxo.
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].**

[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.

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

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

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

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

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

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

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

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

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

Andres F. Paz.
AFFIANT

Andres Paz.
Typed Name of AFFIANT

Cxo.
Title

STATE OF Florida COUNTY OF Lee

The foregoing instrument was executed before me this 13 day of June, 2023,
by Andres F Paz as Cxo of
ADVENTURE, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me OR has
produced _____ as identification.

(stamp)



Teresa M. Paras
NOTARY PUBLIC, State of Florida

THIS SPACE INTENTIONALLY LEFT BLANK

For City of Bonita Springs use only

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

Scrutinized Companies that Boycott Israel List:

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

Scrutinized Companies with Activities in Sudan List:

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

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

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

Business Operations in Cuba or Syria:

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

Verified by: _____
 Print Name

Date: _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

REQUESTED MOTION: Approve design build contract with Wright Construction Group in the amount of \$1,667,443.33, for the Forrester Drive Drainage Improvement Project.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

February 15, 2023, at the City Storm Water Budget Workshop an update was provided on Forrester Drive that highlighted the complications in designing this retro fit drainage project along Forrester Drive. A solution has been developed that utilized exfiltration trench and pavement reconstruction of the road. The cost to remediate is \$1,667,443.33.

A budget transfer will be required from:

30.250.541.6300 Minor Road, Sidewalk drainage improvements \$100,000

30.250.541.6308 Asphalt Overlays \$500,000

30.250.541.6319 Roadway Restriping \$100,000

And \$645,693.61 from the Unassigned Fund Balance.

STAFF RECOMMENDATION: Approve design build contract with Wright Construction Group in the amount of \$1,667,443.33, for the Forrester Drive Drainage Improvement Project.

ATTACHMENTS:

1. Proposal from Wright Construction Group
2. Budget Transfer

REVIEWERS:

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



May 11, 2023

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34134

Attention: Matt Feeney - Assistant City Manager
Forester Drive Improvements – Design Build

Wright Construction Group would like to thank you for the opportunity to provide you with our proposal to perform the work required for the above-referenced project. Pursuant to your request, we propose to provide all design, equipment, labor, materials, subcontractor participation, and supervision as required to provide the following scope of work:

General Requirements:

1. Performance Bond and General Liability
2. Design Fee by RMEC
3. Project Supervision and Management
4. Safety Inspections
5. Quality Control Testing
6. Maintenance of Traffic
7. Survey and Final As-builts
8. General Project and Site Cleaning Equipment

Subcontractor Participation

1. Removal of existing driveways (as necessary) for drainage installation
2. Removal of existing roadway (as necessary) from drainage Installation
3. Removal of existing vegetation and landscaping (as necessary) for drainage installation
4. Installation of drainage pipe and structures (ADS Inlets and HD HDPE Pipe proposed)
5. Additional fill to backfill areas existing unsuitable material may be located.
6. Replacement of driveways (concrete and brick paver)
7. Replacement of landscaping and irrigation (as necessary)
8. Repaving of Forester Drive

Our proposed price to perform the scope of work identified in this proposal is \$1,667,443.33 (One Million six hundred sixty-seven thousand four hundred forty-three dollars and thirty-three cents).

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

Respectfully Submitted;

**James R
Powell III**

Digitally signed by
James R Powell III
Date: 2023.05.12
16:21:32 -04'00'

Robbie Powell
Vice President of Civil Preconstruction

General Qualifications:

1. This GMP proposal is based on a work schedule from Monday through Saturday from 7:00 am to 5:00 pm.
2. No Public Information Officer of Professional has been included in this proposal. All Public Information notifications will be the responsibility of the City of Bonita Springs.
3. This is not a line-item proposal. Any monies generated in ways of savings because of buyout for this project shall be applied as the Construction Manager's discretion to any other line items as necessary to achieve the GMP and project completion.
4. This project is intended to improve the drainage and storage of stormwater; however, it will not provide for a complete removal of all standing water throughout the right of way and private property.
5. This GMP includes the necessary removal / relocation and replacement of existing landscaping. However, should the City of Bonita Springs require WCG not to remove certain landscaping features and adjustment to cost may be necessary to alter any final drainage or features of this project.

Exclusions

1. FDOT, Demolition, Dewatering, Environmental, and SFWMD Permits. Any required permits will be discussed and reviewed with the City of Bonita Springs representative prior to application and acquisition requests.
2. FPL Charges & Usage Fees, Impact Fees, Zoning, Specialty Engineering Fees, FDOT Inspections/Fees, 3rd Party Inspection Fees, or Special Inspection Fees.
3. Builder's Risk insurance or deductibles.
4. Costs associated with obtaining regulatory approval, wetland mitigation & credits, environmental studies, inspections, permits, or relocation of environmentally protected species.
5. Rock excavation, punching, drilling, or remediation. (Cost has been provided within the GMP to remove and replenish unsuitable material up to 750 cubic yards)
6. Hand clearing of exotic / invasive vegetation.
7. Relocation of any private utility.
8. Relocation, removal, or replacement of existing obstructions within the proposed improvements, except for landscaping.



Date: May 12, 2023
 Project: Forester Drive Drainage Improvements
 Design Build

COST CODES	DESCRIPTION	TYPE 2 LABOR	TYPE 4 RENTAL	TYPE 5 MATERIAL	TYPE 6 SUB	TYPE 7 OTHER	TYPE 8 OUTSIDE	Subcontractor
DIVISION 1 - GENERAL REQUIERMENTS								
1-0016	Performance Bond					\$16,370.00		
1-0017	General Liability and Other Ins.					\$16,370.00		
1-0018	Current Design Fee				\$17,000.00			RMEC
1-0020	Design Fees (work already performed)				\$2,861.00			M. Grady Minor
1-0021	Construction / Design - Contingency 10%					\$163,700.00		
1-3100 Project Management								
1-3101	Project Superintendent	\$ 96,992.00						
1-3103	Project Manager	\$ 48,496.00						
1-3104	Project Estimator	\$ 6,018.70						
1-3105	Project Administrator	\$ 25,287.20						
1-3107	General Superintendent	\$ 11,258.00						
1-3500 Special Procedures								
1-3526	Safety Training / Inspections					\$2,500.00		
1-4100 Regulatory								
1-4126	Permit Fees					\$5,450.00		
1-4500 Quality Control								
1-4523	Quality Control - Allowance					\$11,250.00		
1-5200 Construction Facilities								
1-5219	Sanitary Facilities					\$2,500.00		
1-5500 Vehicular Access / Parking								
1-5526	Traffic Control					\$2,885.00		
1-5700 Temporary Controls								
1-5719	Temporary Environmental Control					\$10,725.17		
1-7100 Examination / Preparation								
1-7123	Survey / Layout				\$8,240.00			Grady Minor
1-7300 Project Execution								
1-7310	Equipment Rental					\$23,402.00		
1-7320	Fuel - Field (Fleet)					\$5,850.50		
1-7340	Misc. Field Expenses					\$5,400.00		
1-7400 Cleaning / Waste Management								
1-7413	Progress Cleaning					\$14,048.36		
DIVISION 31 - EARTHWORK								
31-0100	General - Earthwork				\$186,280.00			KBJ Development
31-2323	Fill					\$44,200.00		Earthtech / T. Disney
DIVISION 32 - EXTERIOR IMPROVEMENTS								
32-1200	Flexible Paving				\$147,551.67			Collier Paving and Concrete
32-1400	Unit Paving - Brick				\$107,944.32			Timo Interlocking Pavers
32-1600	Concrete Driveways				\$25,840.00			Curb Systems of SW FL
32-1700	Pavement Marking					\$1,500.00		
32-9100	Plantings - Allowance				\$126,191.00			Hannula Landscaping
DIVISION 33 - SITE UTILITIES								
33-4400	Storm Drains				\$422,247.33			MAJ
33-4700	Retention Basins							

TOTAL JOB COST ANALYSIS	\$188,051.90	\$0.00	\$0.00	\$1,044,155.32	\$326,151.03	\$0.00	
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PHASE TYPE:2	\$188,051.90
PHASE TYPE:4	\$0.00
PHASE TYPE:5	\$0.00
PHASE TYPE:6	\$1,044,155.32
PHASE TYPE:7	\$326,151.03
PHASE TYPE:8	\$0.00
Subtotal	\$1,558,358.25
Contractors Fee	\$109,085.08
TOTAL CONTRACT	\$1,667,443.33

Scope of Work

Drainage Installation

1. Remove existing landscaping and hardscape with the ROW prior to drainage installation.
2. 1 – 24" HDPE @ .1% slope from 2+40 – 12+70 (east side of the roadway)
 - a. Installation should be in an infiltration bed 40" wide x 42" deep.
3. Station 12+70 should be 2 Type D Inlets connected by a 24" HDPE Pipe.
 - a. These two structures will be bubble ups.
4. Pipe crossings – 15" HDPE with two 18" HDPE Inlets on each end. All inlets will have a 2" sump
 - a. 2+40
 - b. 4+30
 - c. 5+85
 - d. 7+05
 - e. 8+95
5. Single 18" HDPE Inlet on the east side at station 9+40.
6. Patch and Restore road crossing

Driveway Restoration

1. Concrete Driveway replacement from edge of pavement to ROW line (maintain access)
 - a. 27781
 - b. 27773
 - c. 27767
 - d. 27761
 - e. 27755
 - f. 27741
 - g. 27715
2. Brick Paver Driveway – remove and reset pavers
 - a. 27749
 - b. 27745
 - c. 27725
 - d. 27721
 - e. 27711 (2)
 - f. 27701

Asphalt Paving

1. Place Structure Course Superpave Traffic Level B – Overbuild (500 tons)
2. Place Final Course Superpave Traffic Level B – 1" avg (225 tons)
3. Final tie into driveways – minimize elevation differences at driveway tie-in.
4. Assume two mobilizations.

Landscaping

1. Assume replacement of like material (similar size) on the east side of the roadway from edge of pavement to ROW. Address locations below:
 - a. 27781
 - b. 27773
 - c. 27767
 - d. 27761
 - e. 27755
 - f. 27749
 - g. 27745
 - h. 27741
 - i. 27725
 - j. 27721
 - k. 27715
 - l. 27711 (2)
 - m. 27701
2. Assume budget to make irrigation repairs as needed (drainage crew to cap irrigation line)

Grading

1. Finish grade along east side and isolated drainage inlets placed on the west side of the roadway after drainage installation 2+40 – 12+70
2. Remove existing concrete driveways and place commercial material to maintain access.
 - a. 27781
 - b. 27773
 - c. 27767
 - d. 27761
 - e. 27755
 - f. 27741
 - g. 27715
3. Place like sod or hardscape within ROW (exclude planting from landscaper)

FORESTER DRIVE CONCEPT QUANTITIES

ROADWAY ITEMS

Item No.	Items	Unit	Qty.
101-1	MOBILIZATION	LS	1
101-1-2	PROVIDE CONSTRUCTION SURVEYING AND LAYOUT	LS	1
101-1-3	PROVIDE CONSTRUCTION SURVEYING AS-BUILT	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIER	LF	2,500
104-11	FLOATING TURBIDITY BARRIER	LF	40
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	465
160-4	STABILIZATION (UNDER CURB & PAVERS)	SY	1,196
285-704	OPTIONAL BASE, BASE GROUP 04	SY	580
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	2,650
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B), SP-9.5, 1.5" AVG DEPTH (RESURFACE)	TN	219
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B), SP-9.5, 1.5" AVG DEPTH (OVERBUILD)	TN	500
425-1529	INLETS, DT BOT, TYPE C, MODIFY	EA	2
425-1713	INLETS, GUTTER, TYPE V, J BOT, <10'	EA	4
425-2-71	MANHOLES, J-7, <10'	EA	2
430-175-136	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 36" RCP	LF	2,120
520-3	VALLEY GUTTER - CONCRETE	LF	2,410
526-1-A	ARCHITECTUAL PAVERS, BRICK	SY	580
533-2	CONCRETE DRIVEWAYS, 6" THICK	SY	425
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	6



Wright Construction Group, Inc.
5811 Youngquist Road
Fort Myers, Florida 33912
P: (239) 481-5000
F: (239) 481-2448

Project: BONITA - Forester Drive
Bonita Springs, Florida

Correspondence Details

Subject: Forester Drive - Updated Proposal Request **Sent:** Mar 16, 2023 02:52 PM EDT

From: Robbie Powell (WRIGHT CONSTRUCTION GROUP, INC)

To: Aaron Branch (GUYMANN CONSTRUCTION OF FL)Andrew Timo (TIMO BROTHERS, INC.)Grant Fichter (AIM ENGINEERING & SURVEYING)Keith Dean (STEVENS AND LAYTON, INC.)Ryan Macphee (HASKINS, INC.)Andy Tincher (TINCHER CONCRETE CONST., INC.)Frank Gibson (DENCO CONSTRUCTION, INC.)Scott Wheeler (BARRACO AND ASSOCIATES, INC.)Jeanie Rosales (HANNULA LANDSCAPING & IRRIGATION, INC.)Marco Gomez (PAVEMENT MAINTENANCE, LLC.)Wayne Agnoli (AGNOLI, BARBER & BRUNDAGE, INC)Penny Sappah (HONC INDUSTRIES)Joseph Ward (PAVEMENT MAINTENANCE, LLC.)Jerry Fletcher (PREFERRED MATERIALS, INC.)Mark Justice (MAJ CONTRACTING, INC.)Mike Nichols (PREFERRED MATERIALS, INC.)Dale Hannula (HANNULA LANDSCAPING & IRRIGATION, INC.)Jimmy Occhiuzzo (ACCURATE PAVERS, INC.) Mark LaForce (CURB SYSTEMS OF SWFL & SARASOT)Nick Rivenburg (PARAMOUNT ASPHALT SEALCOATING)Brian Branfuss (ANDREW SITEWORK, LLC)Jake Herring (HONC INDUSTRIES)Alexandra Honc (HONC INDUSTRIES)Ben Elwell (HASKINS, INC.)Chad Morgan (TINCHER CONCRETE CONST., INC.)Michael Sisson (SISSON CONTRACTING INC.)Shane Kelly (SOUTHWEST UTILITY SYSTEMS INC)Wesley Kayne (BARRACO AND ASSOCIATES, INC.)Brett Eckenrode (SOUTHWEST UTILITY SYSTEMS INC)Tony Pope (CURB SYSTEMS OF SWFL & SARASOT)Robert Bubar (DENCO CONSTRUCTION, INC.)Bid Coordinator (TINCHER CONCRETE CONST., INC.)Anthony Heasley (CYPRESS INTERLOCKING PAVING)Denise Dizon (PREFERRED MATERIALS, INC.)Ron Edenfield (RMEC, LLC)Rob Conci (CMS CONCRETE, INC.)Bob Russell (GUYMANN CONSTRUCTION OF FL)Chad Baker (ANDREW SITEWORK, LLC)David Richter (COMMUNITY ASPHALT CORP.)Tim De Vries (Q. GRADY MINOR & ASSOC P.A.)Bethan Schwartzberg (ANGLERIGHT SURVEYING)Scott Ferrell (BC UNDERGROUND, LLC.)Jacob Amann (AA SURFACE PRO, INC.)Craig Ketron (PREFERRED MATERIALS, INC.)Ken Bartuccio (TIMO BROTHERS, INC.)Tyler Justice (MAJ CONTRACTING, INC.)Juan Gomez (PAVEMENT MAINTENANCE, LLC.)Jessica Labarre (PAVEMENT MAINTENANCE, LLC.)Christian Phillips (AIM ENGINEERING & SURVEYING)Daniel Sipma (MAJ CONTRACTING, INC.)Nate Wittrock (AA SURFACE PRO, INC.)Jon Munns (AIM ENGINEERING & SURVEYING)Tom Sisson (SISSON CONTRACTING INC.)Robert Peterson (COMMUNITY ASPHALT CORP.)

Attachments: [IMG_7857.JPG](#), [IMG_7856.JPG](#), [IMG_7855.JPG](#), [IMG_7852.JPG](#), [IMG_7853.JPG](#), [IMG_7858.JPG](#), [IMG_7854.JPG](#), [IMG_7850.JPG](#), [IMG_7851.JPG](#), [IMG_7849.JPG](#), [Scope of Work.docx](#), [Forester Dr. -Concept v2.pdf](#), [Forester Dr.- Typical Section.pdf](#), [Forester - Concept Quantities.xlsx](#)

Message: All
Thank you for your time in helping prepare pricing this past fall. Unfortunately, we have needed to adjust the design and project approach. Please provide me an updated price proposal based on the project scope, concept, typical sections, and photos. Feel free to call me with any questions or items you would like to discuss.

Sent From Procure.

Thanks,
Robbie Powell

Vice President - Civil Preconstruction

robbie.powell@wcgfl.com

Cell: 239-220-6806

5811 Youngquist Road, Fort Myers, FL 33912

Phone: 239-481-5000

1404 Dean Street, Suite 201, Fort Myers, FL 33901

265 E. Marion Avenue, Unit 119, Punta Gorda, FL 33950



Wright Construction Group, Inc.

Printed on Fri May 12, 2023 at 03:47 pm EDT

BONITA - Forester Drive

Bonita Springs, Florida

BONITA - Forester Drive Roadway Improvements Bid Package

Title:	BONITA - Forester Drive Roadway Improvements	Number:	1
Due Date/Time:	Fri Mar 31, 2023 at 05:00 pm EDT	Anticipated Award Date:	
Accept Submissions After Due Date:	Yes	Bid Sheet Accounting Method:	Amount Based
Blind Bidding Enabled?:	No	Non-Itemized Bidding Enabled?:	No
Disable the Electronic Submission of Bids:	No	Send Countdown Emails:	2 days
Bid Documents Summary:	Folders: (saved 05/12/23 at 03:45 pm EDT) Photos CAD FILES BONITA - Forester Drive 02 Bid Packages		
Include Bid Docs in Bid Package Invitations:	Yes		
Distribution:	Garza, Benito (WRIGHT CONSTRUCTION GROUP, INC)		
Bid Submission Confirmation Message:	Thank you for your proposal.		

Project Information:

Request for Proposal

Wright Construction is requesting proposals for the referenced project. Please provide your proposal to Wright Construction by the designated time below. If you have any questions or concerns regarding the project please contact the estimator at your convenience. If you do not wish to bid this project, please notify the estimator as soon as possible.



Wright Construction Group, Inc.

Printed on Fri May 12, 2023 at 03:47 pm EDT

BONITA - Forester Drive

Bonita Springs, Florida

Thank you

Project Name: Bonita - Forester Drive Roadway Improvements

Project Location: Bonita Spring, Florida

Proposal Due Date: March 31st, 2023

Proposal Due Time: 5:00 PM

Estimator: Robbie Powell

Estimator Contact: Robbie.powell@wcgfl.com
(239) 481-5000 office

(239) 220-6806 mobile

Bidding Instructions:

For help with submitting a bid, please visit Procore's bidding support page.

If you need assistance accessing the bidding documents, please email Procore's customer support department at support@procore.com, and one of their support representatives will provide you with assistance.

Wright Construction Group looks forward to the opportunity to work with your project team in our new bidding process.

**Pre-Bid RFI Deadline
Enabled?:** No

**Pre-Bid Walkthrough
Enabled?:** No



Wright Construction Group, Inc.

Printed on Fri May 12, 2023 at 03:47 pm EDT

BONITA - Forester Drive

Bonita Springs, Florida

Showing Bids For BONITA - Forester Drive Roadway Improvements' Due On Fri Mar 31, 2023 at 05:00 pm EDT

Company Name	Recipient List	Company Contact Information	Last Activity	Bid Invitation Last Sent	Intent To Bid	Submission Status	Bid Amount	Cost Codes	Trades	Notes
Intent To Bid: Will Not Bid										
HANNULA LANDSCAPING & IRRIGATION, INC. (ERP linked)	Dale Hannula, Jeanie Rosales	(239) 437-9666	Status changed to: Will Not Bid	2023-03-16 18:36:29 UTC	Will Not Bid	Unsubmitted		Unassociated	Irrigation, Landscaping, Sod, Well Services	
HONC INDUSTRIES (ERP linked)	Alexandra Honc, Jake Herring, Penny Sappah	(239) 772-4662	Status changed to: Will Not Bid	2023-03-16 18:36:29 UTC	Will Not Bid	Unsubmitted		Unassociated	Earthwork, Roadway, Utilities/Drainage	
Intent To Bid: Will Bid										
AJAX PAVING INDUSTRIES OF FL (ERP linked)	Jessica Canon, Kara Coggins	(239) 936-9444	Email 'Bid Reminder Email Sent'	2023-03-27 13:21:42 UTC	Will Bid	Unsubmitted		Unassociated	Asphalt Pavement	
COLLIER PAVING AND CONCRETE (ERP linked)	Alex DeMarco, Arianne Ribera	(239) 591-5903	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:27 UTC	Will Bid	Unsubmitted		Unassociated	Asphalt Pavement, Striping	
PREFERRED MATERIALS, INC. (ERP linked)	Craig Ketron, Denise Dizon, Jerry Fletcher, Mike Nichols	(813) 612-5740	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:30 UTC	Will Bid	Unsubmitted		Unassociated	Asphalt Pavement, Bridge	
Intent To Bid: Undecided										
AA SURFACE PRO, INC. (ERP linked)	Jacob Amann, Nate Wittrock	(239) 471-2668	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:25 UTC	Undecided	Unsubmitted		Unassociated	Survey, Layout and Record Drawings	
ACCURATE PAVERS, INC.	Jimmy Occhiuzzo	(239) 405-8255	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:26 UTC	Undecided	Unsubmitted		Unassociated	Brick Paving	
AGNOLI, BARBER & BRUNDAGE, INC (ERP linked)	Wayne Agnoli	(239)597-3111	Downloaded bid documents via: Bid Documents Downloaded (Email)	2023-03-16 18:36:26 UTC	Undecided	Unsubmitted		Unassociated	Survey, Layout and Record Drawings	
AIM ENGINEERING & SURVEYING (ERP linked)	Christian Phillips, Grant Fichter, Jon Munns	(239) 332-4569	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:26 UTC	Undecided	Unsubmitted		Unassociated	Survey, Layout and Record Drawings	
ANDREW SITEWORK, LLC (ERP linked)	Brian Branfuss, Chad Baker	(239) 226-1606	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:27 UTC	Undecided	Unsubmitted		Unassociated	Utilities/Drainage	
ANGLERIGHT SURVEYING (ERP linked)	Bethan Schwartzberg	(813) 925-9098	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:27 UTC	Undecided	Unsubmitted		Unassociated	Survey, Layout and Record Drawings	
BARRACO AND ASSOCIATES, INC. (ERP linked)	Scott Wheeler, Wesley Kayne	(239) 461-3170	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:27 UTC	Undecided	Unsubmitted		Unassociated	Survey, Layout and Record Drawings	
BC UNDERGROUND, LLC. (ERP linked)	Scott Ferrell	(239) 482-4826	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:27 UTC	Undecided	Unsubmitted		Unassociated	Utilities/Drainage	
CMS CONCRETE, INC. (ERP linked)	Rob Conci	(586)907-6797	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:27 UTC	Undecided	Unsubmitted		Unassociated	Concrete/Masonry	
COMMUNITY ASPHALT CORP. (ERP linked)	David Richter, Robert Peterson		Email 'Bid Reminder Email Sent'	2023-03-16 18:36:28 UTC	Undecided	Unsubmitted		Unassociated	Asphalt Pavement	
CURB SYSTEMS OF SWFL & SARASOT (ERP linked)	Mark LaForce, Tony Pope	(239) 947-3777	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:28 UTC	Undecided	Unsubmitted		Unassociated	Concrete/Masonry	



Wright Construction Group, Inc.

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BONITA - Forester Drive

Bonita Springs, Florida

Company Name	Recipient List	Company Contact Information	Last Activity	Bid Invitation Last Sent	Intent To Bid	Submission Status	Bid Amount	Cost Codes	Trades	Notes
CYPRESS INTERLOCKING PAVING (ERP linked)	Anthony Heasley	(239) 919-6262	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:28 UTC	Undecided	Unsubmitted		Unassociated	Brick Paving	
DENCO CONSTRUCTION, INC. (ERP linked)	Frank Gibson, Robert Bubar	(239) 332-4400	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:28 UTC	Undecided	Unsubmitted		Unassociated	Utilities/Drainage	
GUYMANN CONSTRUCTION OF FL (ERP linked)	Aaron Branch, Bob Russell	(239) 574-4174	Downloaded bid documents via: PDF	2023-03-16 18:36:28 UTC	Undecided	Unsubmitted		Unassociated	Utilities/Drainage	
HASKINS, INC. (ERP linked)	Ben Elwell, Ryan Macphee	(239)947-1846	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:29 UTC	Undecided	Unsubmitted		Unassociated	Utilities/Drainage	
MAJ CONTRACTING, INC. (ERP linked)	Daniel Sipma, Mark Justice, Tyler Justice	(239) 332-7989	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:29 UTC	Undecided	Unsubmitted		Unassociated	Earthwork, Utilities/Drainage	
PARAMOUNT ASPHALT SEALCOATING (ERP linked)	Nick Rivenburg	(239)348-0777	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:29 UTC	Undecided	Unsubmitted		Unassociated	Asphalt Pavement, Striping	
PAVEMENT MAINTENANCE, LLC. (ERP linked)	Jessica Labarre, Joseph Ward, Juan Gomez, Marco Gomez	(239) 334-6760	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:30 UTC	Undecided	Unsubmitted		Unassociated	Asphalt Pavement, Earthwork, Milling, Prime & Cover, Roadway, Site Work	
Q. GRADY MINOR & ASSOC P.A. (ERP linked)	Tim De Vries	(239) 947-1144	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:30 UTC	Undecided	Unsubmitted		Unassociated	Survey, Layout and Record Drawings	
RMEC, LLC (ERP linked)	Ron Edenfield	(239)433-0614	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:30 UTC	Undecided	Unsubmitted		Unassociated		
SISSON CONTRACTING INC. (ERP linked)	Michael Sisson, Tom Sisson	(239) 633-9620	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:30 UTC	Undecided	Unsubmitted		Unassociated	Utilities/Drainage	
SOUTHWEST UTILITY SYSTEMS INC (ERP linked)	Brett Eckenrode, Shane Kelly	(239)267-0200	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:31 UTC	Undecided	Unsubmitted		Unassociated	Utilities/Drainage	
STEVENS AND LAYTON, INC. (ERP linked)	Keith Dean	(239) 693-1400	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:31 UTC	Undecided	Unsubmitted		Unassociated	Utilities/Drainage	
TIMO BROTHERS, INC. (ERP linked)	Andrew Timo, Ken Bartuccio	(239) 949-0405	Downloaded bid documents via: Bid Documents Downloaded (Planroom)	2023-03-16 18:36:31 UTC	Undecided	Unsubmitted		Unassociated	Brick Paving	
TINCHER CONCRETE CONST., INC. (ERP linked)	Andy Tinch, Bid Coordinator, Chad Morgan	(239)267-7766	Email 'Bid Reminder Email Sent'	2023-03-16 18:36:31 UTC	Undecided	Unsubmitted		Unassociated	Brick Paving, Concrete/Masonry	

Construction Survey, Layout and As-built				
Subcontractor	Quantity	Unit	Unit Price	Total Price
AA Surface Pro	1.00	LS	\$25,186.00	\$25,186.00
Angleright.net	1.00	LS	\$42,960.00	\$42,960.00



March 29, 2023

Customer: Wright Construction Group, Inc.

robbie.powell@wcgfl.com

SURVEY CONSTRUCTION LAYOUT

Project Name: Forester Drive Roadway Improvements

SCOPE OF SERVICES

1. Recover existing project control and set additional control to be used throughout construction.
Survey control will be based on information as shown in construction plans.
2. Stationing Layout
3. Right-of-Way Layout
4. Drainage Structure Layout
5. Curb/Roadway Layout
6. Driveway Layout
7. As-Builts
8. Management, Supervision and QA/QC

TOTAL LUMP SUM FEE: \$25,186.00

Matt Fewox

AA Surface Pro, Inc.

4409 S.E. 16th Place, Unit #6

Cape Coral, FL 33904

Office (239) 471-2668

mfewox@aasp3d.com

www.aasp3d.com

Signature approval

Date Accepted

AA Surface Pro, Inc : 4409 S.E. 16th Place, Unit #6 : Cape Coral, FL 33904



5011 Lockett Rd. Unit 9
Fort Myers, FL 33905
813-758-8501 (m)
813-920-4649 (f)
bschwartzberg@angleright.net

ANGLERIGHT.NET

April 3, 2023

Robbie Powell
Wright Construction Group
5811 Youngquist Rd
Ft. Myers, FL 33912
(239) 481-5000
robbie.powell@wcgfl.com

RE: Design Build-Forester Dr. Roadway Improvements—Bonita Springs, Florida.

Thank you for the opportunity to provide you pricing for the above referenced project.

Scope of Services:

- Horizontal-Vertical Control/Stationing
- Drainage Structures
- Roadway Layout
- As-Builts and Record Drawings
 - Data Collection
 - Drafting and Review

Project Fees

All fees associated with this project total \$42,960. Any service requested by the client that is not listed in the above scope of services will be billed hourly using AngleRight Surveying, LLC.'s Standard Rates listed below.

- | | |
|----------------------------|---------------|
| • Field Crew | \$160.00/hour |
| • PSM | \$125.00/hour |
| • Modeling and Computation | \$125.00/hour |

Thank you again for the opportunity on this project. We look forward to working with you.

Regards,

Dustin D Martin, PSM

Concrete				
Subcontractor	Quantity	Unit	Unit Price	Total Price
CMS Concrete	1.00	LS	\$40,375.00	\$40,375.00
Curb Systems of SW Florida	1.00	LS	\$25,840.00	\$25,840.00



10519 Valencia Lakes Dr.
Bonita Springs, FL 34135
Phone: 239-276-9800
rconci@cmsconcrete-us.com
bfrench@cmsconcrete-us.com

PROPOSAL

Project:

Forester Drive

March 20, 2023

Quote #33115

Location:

Forester Drive
Bonita Springs, FL

QUANTITY	UNIT	ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL
2,410	LF	520-3	2' Valley Gutter	\$25.00	\$60,250.00
425	SY	533-2	Concrete Sidewalks: 6" thick, no reinforcement, saw cut joints, broom finish	\$95.00	\$40,375.00
Total Price					\$100,625.00

Special Notes:

- Pricing is good through August 31, 2023. If further price increases occur after August 31, 2023 unit pricing will increase by the ready mix price increase ONLY. Example: every \$10 increase in ready mix adds \$0.19 cents per cubic foot for 6" sidewalk

General Notes and Conditions:

1. Only Items shown on proposal are included and final billing requires field measurement.
2. All billed amounts are due withing 45 days from invoice or interest charges will apply. APR 18% or 1.5%/month
3. Form Place and Finish Only: all grading must be to 1/4 inch tolerance. All yield losses greater than 5% will be charged back to the contractor.
4. 3,000 psi concrete withouth reinforcement unless otherwise stated.
5. Does not assume nightwork. Does not account for ready mix plant openings.
6. Unless otherwise stated, minimum scheduling requirements per mobilization as follows unless otherwise stated: 3,000 LF machine pour, 2,500 SF on flatwork, 400 LF of handwork curbs.
7. Work damaged by others will be billed at unit rates plus applicable mobilization.
8. Areas to work left to accommodate others will require an additional mobilization per incident.
9. Additional scope or changes to outlined specifications will require a change order prior to commencement of such work.
10. ONLY Civil plans are reviewed unless otherwise stated.

Exclusions:

- Not responsible for engineering, layout, sub-grading, locates, traffic control (MOT)
- Conduit less than 18" below finish grade in location of work to be completed (including, but not limited to: irrigation, electrical, plumbing pipes, etc.)
- Cleanup of excess material (including, but not limited to: base-rock, dirt, asphalt, etc.), sealer (concrete or joint), joints other than saw-cut or bituminous fiber or surface treatments per FDOT spec.

To accept this quotation, sign here and return: _____

To be returned with executed quote

Notice to Owner Information:

Strap#: _____

Owner:

Name _____

Address _____

General Contractor:

Name _____

Address _____

CURB SYSTEMS OF SW FL & SARASOTA, L.L.C.

10964 K-NINE DR
 BONITA SPRINGS, FL 34135
 PH:(239)947-3777
 FAX:(239)-947-1386

PROPOSAL

Date	Proposal #
3/20/2023	35691

Name / Address

Project
FORESTER DRIVE

Proposal only; contract and schedule must be agreed upon before start of work. This proposal is good for 30 days. Free access to work area required (chute pours from redy-mix truck). Only items shown on proposal are included. Not responsible for engineering, testing, layout, sub-grading, locates, traffic control, conduit less than 18" below finish grade in location of work (including but not limited to: irrigation, electrical, plumbing, pipes, etc.), clean-up of excess material (including but not limited to: base-rock, dirt, asphalt, etc.), sealer (concrete or joint), joints other than sawcut or 1/2" bituminous fiber or surface treatments per FDOT spec. Workmanship shall adhere to FDOT Standard Edition per contract documents. Owner shall carry fire, tornado & other necessary insurance. Type D curb is trench in after paving unless specifically noted otherwise on proposal. Concrete is 3000 psi with no reinforcement unless noted otherwise on proposal.

Any deviation from said specification involving extra cost will be executed only upon written order and will be come an extra charge over and above this estimate. All contracted work is warranted for one year from the last day of contracted work for defects in workmanship. Minimum scheduling requirements per mobilization as follows: 3,000 LF machine pour, 6,400 SF on flatwork, 500 LF handwork curbs. Work damaged by others will be billed at unit rates plus applicable mobilization. All items will be installed linear. Areas of work left to accommodate others will require an additional mobilization per incident.

QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL
		** ALL PROPOSALS ARE GOOD FOR UP TO 30 DAYS FROM ORIGINAL OR REVISED DATE. ALL PROPOSALS WILL NEED TO BE UPDATED FOR PRICING PAST THE 30 DAY TIME LIMIT. SIGNED PROPOSAL OR CONTRACT TO BE RETURNED WITH NTO AND BILLING INFORMATION PRIOR TO JOB BEING PUT ON THE SCHEDULE. **		0.00
2,410	LF	FIELD MEASURE REQUIRED FOR FINAL BILLING. UNIT PRICE PROPOSAL. THIS PROPOSAL AND IT'S INTENT IS TO BE INCLUDED WITH THE CONTRACT AGREEMENTS AS AN ATTACHMENT. 2' VALLEY GUTTER - HANDWORK - SAWCUT JOINTS, BROOM FINISH W/ NO REINFORCEMENT. 3000 PSI CONCRETE. NO REMOVALS, EXCAVATION OR GRADING INCLUDED. NO BRICK PAVER RESET OR ASPHALT REPAIRS INCLUDED. (UNIT PRICE QUOTE - MINIMUM BILLING TO BE 2410 LF)	20.55	49,525.50
425	SY	CONCRETE DRIVEWAY (NO DETAILS), 6" THICK, SAWCUT JOINTS, BROOM FINISH WITH NO REINFORCEMENT. NO REMOVALS, EXCAVATION OR GRADING INCLUDED. (UNIT PRICE QUOTE -MINIMUM BILLING TO BE 425 SY)	60.80	25,840.00
		* CONCRETE PRICES GOOD THRU 12/31/2023. ALL WORK MUST BE COMPLETED PRIOR TO 12/31/2023 OR CONCRETE INCREASES WILL BE CHARGED TO THE WORK AFTER 12/31/2023. PROPOSAL CAN NOT BE SEPARATED. * *	0.00	0.00

Signature: _____

Printed Name / Title: _____

Company Name: _____

Total

Date: _____

CURB SYSTEMS OF SW FL & SARASOTA, L.L.C.

10964 K-NINE DR
 BONITA SPRINGS, FL 34135
 PH:(239)947-3777
 FAX:(239)-947-1386

PROPOSAL

Date	Proposal #
3/20/2023	35691

Name / Address

Project
FORESTER DRIVE

Proposal only; contract and schedule must be agreed upon before start of work. This proposal is good for 30 days. Free access to work area required (chute pours from redy-mix truck). Only items shown on proposal are included. Not responsible for engineering, testing, layout, sub-grading, locates, traffic control, conduit less than 18" below finish grade in location of work (including but not limited to: irrigation, electrical, plumbing, pipes, etc.), clean-up of excess material (including but not limited to: base-rock, dirt, asphalt, etc.), sealer (concrete or joint), joints other than sawcut or 1/2" bituminous fiber or surface treatments per FDOT spec. Workmanship shall adhere to FDOT Standard Edition per contract documents. Owner shall carry fire, tornado & other necessary insurance. Type D curb is trench in after paving unless specifically noted otherwise on proposal. Concrete is 3000 psi with no reinforcement unless noted otherwise on proposal.

Any deviation from said specification involving extra cost will be executed only upon written order and will be come an extra charge over and above this estimate. All contracted work is warranted for one year from the last day of contracted work for defects in workmanship. Minimum scheduling requirements per mobilization as follows: 3,000 LF machine pour, 6,400 SF on flatwork, 500 LF handwork curbs. Work damaged by others will be billed at unit rates plus applicable mobilization. All items will be installed linear. Areas of work left to accommodate others will require an additional mobilization per incident.

QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL
		~ FIELD MEASURE REQUIRED FOR FINAL BILLING. ~ UNIT PRICE PROPOSAL - MINIMUM BILLING AS QUOTED ABOVE. ~ NO NIGHT WORK FIGURED. ~ FORM, PLACE AND FINISH ONLY. ~ ALL PERMITS, LAYOUT, TESTING AND MAINTENANCE OF TRAFFIC BY OTHERS. ~ ALL EXCAVATION, BASEROCK UNDER SIDEWALKS AND GRADING TO BE DONE BY OTHERS UNLESS OTHERWISE NOTED ABOVE. ~ THIS PROPOSAL AND IT'S INTENT IS TO BE INCLUDED WITH THE CONTRACT AGREEMENTS AS AN ATTACHMENT. ~ SIGNED PROPOSAL OR CONTRACT TO BE RETURNED WITH NTO AND BILLING INFORMATION PRIOR TO JOB BEING PUT ON SCHEDULE. ~ BOND IS NOT INCLUDED IN THIS BID, IF REQUIRED, PLEASE CONTACT US FOR AN ESTIMATE. ~ NO CONCRETE REMOVALS INCLUDED, UNLESS NOTED ABOVE. ~ NO COLORED CONCRETE, STAMPED CONCRETE OR SPECIAL FINISHES, UNLESS NOTED ABOVE. ~ IF MORE DAYS ARE REQUIRED TO COMPLETE THE PROJECT THAN WHAT IS QUOTED ABOVE, ADDITIONAL MOBILIZATION COSTS WILL BE PRICED FOR EACH OCCURRENCE. ~ SITE SPECIFIC SAFETY MEETINGS, BADGING, OR ORIENTATIONS NOT INCLUDED. IF REQUIRED, THERE WILL BE A \$25.00 PER HOUR CHARGE PER PERSON VIA CHANGE ORDER. CURB SYSTEMS ADHERES TO FDOT INDEX 347.5. WE DO NOT WARRANTY CRACKS IN NON-STRUCTURAL CONCRETE THAT ARE LESS THAN 1/4" SEPARATION OR DEVIATION PER FDOT STANDARDS 347.5. ANY CONCRETE TO BE REMOVED THAT DOES NOT EXCEED THE 1/4" SPECIFICATION, WILL BE CHARGED BY CHANGE ORDER ONLY (TIME AND MATERIALS RATES WITH OVERHEAD AND MARKUP).		0.00

Signature: _____

Printed Name / Title: _____

Company Name: _____

Total

\$75,365.50

Date: _____

Asphalt				
Subcontractor	Quantity	Unit	Unit Price	Total Price
Ajax Paving of SW Florida	1.00	LS	\$164,929.38	\$164,929.38
Collier Paving and Concrete	1.00	LS	\$147,551.67	\$147,551.67
Preferred Materials	1.00	LS	\$143,415.00	\$143,415.00

**Ajax Paving Industries of Florida, LLC.**

One Ajax Drive, North Venice, FL 34275

Phone: 941-486-3600

Fax: 941-486-3500

www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	Wright Construction Group Inc.	Contact:	Robbie Powell
Address:	5811 Youngquist Road Fort Myers, FL 33912	Phone:	239-481-5000
		Fax:	239-481-2448
Project Name:	Wright Construction - BONITA - Forester Drive Roadway Improvemen	Bid Number:	
Project Location:		Bid Date:	3/31/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101-1	MOBILIZATION	1.000	LS	\$4,500.00	\$4,500.00
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	2,650.000	SY	\$4.50	\$11,925.00
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B), SP-9.5, 1.5" AVG DEPTH (OVERBUILD)	500.000	TON	\$203.00	\$101,500.00
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B), SP-9.5, 1.5" AVG DEPTH (RESURFACE)	218.625	TON	\$215.00	\$47,004.38

Total Bid Price: \$164,929.38**Notes:**

- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on a maximum of TWO (2) Mobilizations. Additional Mobilizations will be \$2500 per each.
- Prices on this quotation are based on construction prior to December 31, 2023. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- Acceptance of this proposal confirms agreement with and incorporation of the standard terms of contract of Ajax Paving Industries of Florida, LLC. This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.
- Pricing does not include striping, temp asphalt, asphalt curb pad, roadway patching due to underground work, demolition, clear/grub, excavation, embankment, grading, base, stabilization, security badging, OJT.
- Pricing includes bond.
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Ajax Paving Industries Of Florida, LLC****Authorized Signature:** _____**Estimator:** Christie Alvaro, P.E.

941-486-3600 calvaro@ajaxpaving.com



Divisions of Southern Striping Solutions, LLC.

239.591.5903 office

239.351.6080 cell

239.280.0762 fax

www.collierpave.com

PROPOSAL

Date: 30-Mar-23

Estimate # 22-753

Project: Forestar Drive

Contractor: Wright Construction

Location: Bonita Springs FL

Scope: Milling & Paving

Item No.	Description	Unit	Quantity	Unit Price	Extension
101-1	MOBILIZATION	LS	1	\$ 5,185.00	\$ 5,185.00
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	2,650	\$ 5.48	\$ 14,522.00
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B), SP-9.5, 1.5" AVG DEPTH (RESURFACE)	TN	219	\$ 179.93	\$ 39,404.67
334-1-12	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC B), SP-9.5, 1.5" AVG DEPTH (OVERBUILD)	TN	500	\$ 176.88	\$ 88,440.00
TOTAL PRICE SUBMITTED					\$ 147,551.67

TERMS AND CONDITIONS

Price excludes all full depth repair to Sub-base

Price excludes all concrete repairs or replacements

No Permits, Fee's or Bond

No traffic control or devices

No Testing

No Q/C Plan or Services

No Fine Grade of sub-base

Progress invoicing based on work completed

Price submitted is good for 30 days from date of proposal

Excludes all Asphalt over-runs due to yielding sub-grade or Base

Asphalt material costs subject to (Fuel Cost Adjustment) base on market pricing after 45/days from contract.

This proposal shall become part of any sub-contract, contract or any agreement Collier Paving & Concrete enters into.

Date of Acceptance

J. Alex DeMarco
Director of Operations

by:



239.591.5903 office

239.351.6080 cell

239.280.0762 fax

www.collierpave.com



Preferred Materials, Inc.

5701 East Hillsborough Avenue, Suite 1122

Tampa, Florida 33610

Forester Drive Concept Quantities

Quote To: Wright Construction Group

Estimator/Phone: Mike Colavecchio (239) 202-1037

BID DATE:

03/30/2023

Phone:

Quote Date:

Grady Minor, sheets 5-10

Fax:

Plans:

ATTN: Robbie Powell

Estimate #: MAC23-011

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	13,555.00	13,555.00
30	MILLING EXISTING ASPHALT PAVEMENT, 1.5" AVE	2,650.00	SY	5.00	13,250.00
40	RESURFACE, SP 9.5 TL-B, 1.5" AVE DEPTH	219.00	TON	190.00	41,610.00
50	OVERBUILD, SP 9.5 TL-B, 1.5 " AVE DEPTH	500.00	TON	150.00	75,000.00
GRAND TOTAL					\$143,415.00

NOTES:

- * Unless "Lump Sum" or "LS" appears next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Preferred Materials, Inc-Asphalt Division and in accordance with FDOT Section 334-7 and 337-11, "The pay quantity will be based on the average spread rate, limited to a maximum of 110% of the spread rate..."
- * This proposal expires thirty (30) days from the effective date of this Proposal, but may be accepted solely by Preferred Materials, Inc-Asphalt Division after said date.
- * This quote is contingent upon both parties agreeing on subcontract language, if an agreement can not be reached this quote will not be valid.
- * This quote is contingent upon Preferred Materials, Inc-Asphalt Division's satisfaction with credit conditions.
- * All Paving to be completed by December 2023, Any work completed after this date will be subject to a minimum 5% increase.
- * Preferred Materials, Inc-Asphalt Division will mobilize the asphalt paving crew on the project two (2) times. Preferred Materials, Inc-Asphalt Division shall have no obligation to perform in increments, quantities, or portions of the work that Preferred Materials, Inc-Asphalt Division plans to perform in a single operation; nor shall Preferred Materials, Inc-Asphalt Division have any obligation to perform work in a different sequence than planned by Preferred Materials, Inc-Asphalt Division. Any additional asphalt paving crew mobilizations shall require additional compensation of \$ 9,500.00 per mobilization.
- * Asphalt pricing is based on F.D.O.T. specifications for asphalt materials and includes the use of recycled asphalt products. This quotation is predicated on Preferred Materials, Inc-Asphalt Division receiving all F.D.O.T. Fuel, Asphalt Liquid Index, and Quality Adjustments, if applied by owner.
- * High Polymer emulsion and High Friction surface treatments excluded.
- * Payment and performance bonds are not included (Please add 1/2 %, if required).
- * Pricing excludes any permits, fees, testing, as-builts, surveying, staking, utility location and adjustment or relocation, asphalt patching, asphalt leveling, asphalt saw-cutting, asphalt milling, asphalt removal, temporary/permanent striping, and light towers, unless specifically noted above.
- * M.O.T. price (if quoted) is for labor and equipment used to set up devices provided by the GC. Price excludes M.O.T. for new construction areas (ie. Phases of work closed to thru traffic). Prime contractor to provide maintenance of traffic devices

(i.e. temporary signs, barricades, arrow boards, variable message boards, off-duty law enforcement officers, "MAS System" etc.) that may be required. Maintenance of Traffic deficiencies on this project that cause delays to Preferred Materials, Inc-Asphalt Division's work shall result in back charges for "stand-by" time.

- * Preferred Materials, Inc-Asphalt Division cannot be held responsible for any damage caused to any concrete surfaces while performing our portion of the proposed work. Preferred Materials, Inc-Asphalt Division cannot be held responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work.

- * Pricing based on performing work during daytime operational hours and in accordance with Preferred Materials, Inc-Asphalt Division's normal operational schedule. Any work to be performed after 5pm and before 6am will be subject to a "nightly opening fee" of \$2,500.00.

- * Asphalt yield is estimated 110 pounds per square yard inch. I.E. 165 lbs/sy for 1.5" of asphalt. Any asphalt overruns due to irregular base conditions, improper curb height, incorrect slope, etc. to be invoiced at the stated unit price per ton of asphalt.

- * Pricing excludes any tack cleanup on existing concrete, asphalt, etc. Prime contractor to provide any sanding if required to protect these areas.

- * Pricing does not include any additional work to adhere to the F.D.O.T. Index 600 drop-off criteria.

- * Pricing does not include placement of "asphalt wedges" at asphalt transitions or the removal of these "asphalt wedges" prior to asphalt paving.

- * Pricing excludes Prime and Sand.

- * Miscellaneous Asphalt pricing based on placing asphalt prior to guardrail installation and does not include patching of guardrail post holes. MAP pricing is based on areas being installed in conjunction with the top lift of structural asphalt.

- * PMI shall not be responsible for repairs to existing or newly constructed pavements due to damages caused by others. Should PMI be directed by the prime contractor to repair damaged pavement, such repairs shall be considered extra work and shall be billed to the prime at the established contract unit rates and subject to mobilization charges.

- * Reasonable notice shall be given to PMI prior to scheduling crews to mobilize to the project (minimum of 3 weeks). Prior to mobilization of equipment to the project, The prime contractor shall coordinate with PMI and provide reasonable time to inspect the subgrade/base with the prime contractor's representative. It is expected that any irregularities or deficiencies that may result in possible asphalt overruns are identified at the time of the inspection, and entitlement to compensation for these overruns are agreed to by the prime in writing prior to the mobilization. Shall this coordination not occur, the prime will forfeit their right to dispute QTY overruns at a later date.

- * Installation of Optional Base Group Asphalt based on Stabilization/Subgrade being able to support a paver and a fully loaded asphalt truck. Yielding subgrade that causes rutting, deficiencies or asphalt over runs will incur additional charges. Additionally, to the extent that the yielding subgrade causes PMI's trucks and or equipment to become stuck or otherwise delay our operation, the prime contractor shall be backcharged for these delays.

- * Optional Base Group quoted is for placement of asphalt on a fully prepared subgrade only, all excavation and prepwork required for installation by others.

TERMS AND CONDITIONS

Payment in full for all work performed during any month shall be made no later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made no later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the state in which the work is performed, or one and one half percent (1 ½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by Preferred Materials, Inc-Asphalt Division in collecting the amounts owed by you under the Agreement, including any and all court costs and attorney's fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by Preferred Materials, Inc-Asphalt Division in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit.

If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable

control will increase the time necessary for our performance, we will be granted a reasonable time extension.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other natural disaster, war, government restriction, the inability to obtain necessary materials or transportation, or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreement; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, indirectly or indirectly. We shall be entitled to an increase in compensation commensurate with any increased cost of performance resulting from delays arising from causes beyond our reasonable control.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways, or other improvements located within our work area or designated areas of access, and to adjacent property and improvements: subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that proper jurisdiction and venue for adjudication concerning this contract is _____ County, Florida, and you waive any right to jurisdiction and venue in any other place.

If you agree to these terms, prices and conditions, please acknowledge acceptance by signing in the space provided on the third page and returning the original to us, retaining a copy for your files. The person signing for Preferred Materials, Inc. represents that he or she is fully authorized to enter into this Agreement.

ACCEPTED:

Contractor Name: _____

By: _____

Date: _____

Preferred Materials, Inc. - Asphalt Division

Drainage				
Subcontractor	Quantity	Unit	Unit Price	Total Price
MAJ Contracting	1.00	LS	\$422,247.33	\$422,247.33

Forester Drive Roadway Improvements - Concept

Bonita Springs, Lee County

For: Wright, Attn: Robbie Powell

Bid Date: March 31, 2023

By: MAJ Contracting, Inc.

Plans By: Grady Minor, Oct. 2022 (With Scope Changes)

This bid will expire on April 30, 2023 if not accepted in writing prior to this date

Item No.	Description	Quantity	Unit	Total Bid Unit	Total Bid
1	Mobilization	1	LS	30,024.18	\$ 30,024.18
2					
3	18" ADS Inlet	5	EA	5,134.96	25,674.80
4	24" ADS Inlet	6	EA	5,951.58	35,709.48
5	Type D Bubble Up (Budget. Pending Details)	2	EA	11,386.74	22,773.48
6	15" HP HDPE Drainage	161	LF	128.38	20,669.18
7	24" HP HDPE Perforated w/#57 Stone Drainage	1093	LF	199.48	218,031.64
8	Remove Concrete Driveway-Restore w/Millings	7	EA	2,074.26	14,519.82
9	Asphalt Patch for Roadway Open Cut	5	EA	5,018.57	25,092.85
10	Remove and Replace Sewer Service	5	EA	1,589.39	7,946.95
11	Remove and Replace Water Service	5	EA	1,233.48	6,167.40
12	BSU Watermain Conflict Diversion (As Needed)	1	EA	15,637.55	15,637.55
13					
14		Total Project			<u>\$ 422,247.33</u>
15					
16	Optional N12 in lieu of HP				
17	15" HP HDPE Drainage	161	LF	121.07	\$ 19,492.27
18	24" HP HDPE Perforated w/#57 Stone Drainage	1093	LF	195.92	\$ 214,140.56

NOT included in this proposal:

- Any drainage or utility lines (including final water and sewer connections) within 5ft of the building foot-print (except In-Building Fire Riser if included in our quotation)
- Asphalt removal or replacement
- Bollards
- Bonds
- Clearing & Grubbing
- Concrete removal or replacement
- Construction Survey, Layout or Certified As-builts
- Damage to Private Utilities that were not located by their owner
- Demolition (other than as listed in above bid items)
- Density Testing
- Drainage structure or Drainage pipe erosion protection (other than initial Mirafi filter fabric installed under grate after installation)
- Erosion Control or Monitoring
- Import fill for backfilling of utility/drainage trenches due to Rock excavation and displacement or unsuitable material in the pipe trench
- Irrigation Mains or loops or Services
- Maintenance of Traffic or Flagmen
- Mechanical cleaning of installed drainage lines or drainage structures
- Meters by Local Utility and paid for by owner
- Permits (including SFWMD Dewatering & City ROW)
- Restoration of Any Kind, other than rough grading

Forester Drive Roadway Improvements - Concept

Bonita Springs, Lee County

For: Wright, Attn: Robbie Powell

Bid Date: March 31, 2023

By: MAJ Contracting, Inc.

Plans By: Grady Minor, Oct. 2022 (With Scope Changes)

This bid will expire on April 30, 2023 if not accepted in writing prior to this date

Item No.	Description	Quantity	Unit	Total Bid Unit	Total Bid
---	Rip Rap				
---	Rock Excavation				
---	Sodding/ Landscaping				
---	TV Video or GAP Check of installed drainage lines				
---	Utility or Irrigation Conduits or Sleeves				

Notes:

Contractor: MAJ Contracting, Inc.

This bid will expire on April 30, 2023 if not accepted in writing prior to this date

Mark Justice

Signed:

By: Donald M. Justice, President

Bid Date: March 31, 2023

Landscaping				
Subcontractor	Quantity	Unit	Unit Price	Total Price
Hannual Landscaping	1.00	LS	\$126,191.00	\$126,191.00

PROPOSAL

Hannula Landscaping And Irrigation, Inc.
17051 Jean Street, Unit 7
Fort Myers, FL 33967
Phone 239-437-9666

Due to the current volatile market, pricing is good for 30 days only

Date	April 4, 2023
Project	Forester Drive Roadway Improvements
Location	Bonita Springs

WE HEREBY SUBMIT ESTIMATES FOR THE ABOVE NAMED PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS PROPOSAL. ALL LABOR AND MATERIALS WILL BE FURNISHED IN COMPLETE ACCORDANCE WITH THE SPECIFICATION OF THIS PROPOSAL. THIS PROPOSAL SHALL BE VALID FOR A PERIOD OF NINETY (90) DAYS.

Landscape	\$81,191.00
Gumbo Limbo Transplant	17,000.00
Total	\$98,191.00
Option 1- Gumbo limbo collection	\$ 45,000.00

WARRANTY

All plant material is guaranteed to meet specifications as stated herein. Any alteration or deviation from said specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Shrubs and ground covers are guaranteed 90 days, shade trees and palms 180 days, and sod 30 days. The Contractor will replace any plant that dies or is not established during said warranty period if cause is due to negligence or poor workmanship by the Contractor. Maintenance of the planting and sod after the date of acceptance to the end of the guarantee period shall be by the Owner.

The irrigation system on the materials and workmanship is guaranteed for a period of 12 months from the date of installation, excluding damages by third parties, theft after installation, or damage or loss due to an act of nature.

Contractor is not responsible for any cut cables, lines, pipes, or wires that cannot be accurately located and marked by No Cut personnel. Alterations or deviations from the above specifications will be executed only upon written orders and will become extra charges over and above the estimate.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Date	Hannula Landscaping, Inc.
------	---------------------------

**HANNULA LANDSCAPING & IRRIGATION, INC.
BID COST**

PROJECT FORESTER DRIVE ROADWAY IMPROVEMENTS
Date 4/4/2023

ITEM	QTY	DESCRIPTION	SPECIFICATIONS	TOTAL COST
<u>Purchase, install and install mulch ring of the below landscape material on</u> <u>Forester Drive after roadway improvements as depicted in pictures</u> <u>provided only. Removal of all current landscape materials by site</u> <u>contractor. No irrigation included.</u>				
	1	ROYAL PALM	DBL 40FT	
	4	ROYAL PALM	30-35FT	
	1	ROYAL PALM	25FT	
	5	ROYAL PALM	35FT PLUS	
	1	BISMARCK PALM	22FT	
	1	PAUROTIS PALM	20FT AT LEAST 8 CANES	
	1	SYLVESTER PALM	DIAMOND, 20-24'OA	
	1	PONY TAIL PALM	6-8FT	
	1	PYGMY DATE PALM	6-7FT TPL	
	1	PYGMY DATE PALM	5-6'OA	
	1	QUEEN PALM	25FT	
	2	PINDO PALM	6'CT	
	3	Sabal Palm	25FT BOOTED	
	1	Sabal Palm	25FT SLICK	
	1	SHADY LADY	30-40'OA	
	1	ROYAL POINCIANA	20FT X 15FT WIDE	
	5	SEAGRAPE	14-16'OA MULTI	
	1	RED WOODY TREE	MULTI, 6FT	
	3	CLUSIA	15G/25G	
	2	VAREIGATED AGAVE	3FT	
	7	RED SISTERS	7G	
	10	GREEN SCHEFFLERA	7G	
	10	RED IXORAS	7G	
	8	SILVER BUTTONWOOD	7G	
	5	STAR JASMINE BUSH	7G	
	20	CROTONS, TRINETTE, HIBISUCS	3G	
	10	MISC DEAD GRASSES	3G	
		Not Included		
		HARDSCAPES		
		Mulch		
	20	Brown Mulch	cubic yard allowance	
		TOTAL LANDSCAPE COST		81,191.00
<u>Root prune and store. Transplant back into current location at completion of</u> <u>project due to rarity of specification</u>				
	1	Red Gumbo Limbo	25-30'oa	17,000.00
	1	Collect and install Red Gumbo Limbo to match as close a possible.		45,000.00

NOTE: Existing sizes may not be available due to over all heights. Tallest overall heights will be provided prior to installation. No irrigaiton or watering is included.

Transplanted material cannot be warrantied.

LANDSCAPE NOTES:

*REMOVAL OF EXOTICS, SITE PREPARATION AND GRADING ARE TO BE PROVIDED BY OTHERS UNLESS NOTED WITHIN THE BID COST.

*SOD REMOVAL IS NOT INCLUDED UNLESS NOTED WITHIN THE BID COST.

*ALL MATERIAL PRICED WITH FLORIDA #1 GRADE STANDARDS UNLESS OTHERWISE DENOTED AS SPECIMEN OR FLORIDA FANCY. IF MATERIAL IS NOT READILY AVAILABLE WITH FLORIDA #1 GRADE STANDARDS AT THE TIME OF INSTALLATION, ADDITIONAL COSTS SHALL APPLY TO UPGRADE MATERIAL TO FLORIDA FANCY GRADE STANDARDS OR A SUBSTITUTION OF EQUAL OR LESSER VALUE WILL BE REQUIRED UNDER THE DIRECTION AND APPROVAL OF THE LANDSCAPE ARCHITECT.

*ALL LANDSCAPE MATERIAL AND SOD MUST BE IRRIGATED BY AN 100% OPERATIONAL IRRIGATION SYSTEM IN ORDER TO WARRANTY MATERIAL INSTALLED.

*RELOCATION OF ANY MATERIAL - WARRANTY SHALL NOT BE PROVIDED FOR RELOCATED MATERIAL.

*THIS CONTACTOR IS NOT RESPONSIBLE FOR MATERIAL DETERIORATING DUE TO MANDATED WATER RESTRICTIONS.

*SUBSURFACE CONDITIONS CANNOT BE DETERMINED AT THE TIME OF ESTIMATING UNLESS THE OWNER REQUIRES TEST PITS TO BE DUG. CONTRACTOR DOES NOT GUARANTEE ADEQUATE DRAINAGE WITHOUT DETERMINING THE SUBSURFACE CONDITIONS BY DIGGING TEST PITS. TEST PITS ARE NOT INCLUDED, BUT AVAILABLE UPON REQUEST AT ADDITIONAL COSTS TO BE DETERMINED ON A JOB TO JOB BASIS.

All plant material is guaranteed to meet specifications as stated herein. Any alteration or deviation from said specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. It is agreed that industry availability varies from time to time.

If industry availability cannot be achieved Owner / Architect are to provide available alternates.

Shrubs and ground covers are guaranteed for 90 days. Shade trees and palms for 180 days, and sod for 30 days. The contractor will replace any plant that dies or is not established during said warranty period if cause is due to negligence or poor workmanship by Contractor.

Damage or loss of plants, trees, palms, and sod due to acts of nature or theft are not covered.

Damage or loss of plants, trees, palms, and sod due to negligence or substandard maintenance practices by others are not covered.

Maintenance of the plantings and sod after the date of acceptance to the end of the guarantee period shall be by Owner.

IRRIGATION NOTES:

*WATER SOURCE, WATER METER, BACKFLOW PREVENTER, IRRIGATION WELL, CONCRETE PAD FOR EQUIPMENT, WATER USE PERMIT AND ELECTRICAL SERVICE FOR IRRIGATION EQUIPMENT ARE TO BE PROVIDED BY OTHERS UNLESS NOTED WITHIN THE BID COST.

*IF IRRIGATION WATER IS SUPPLIED BY WELL, THE DEPTH OF THE WELL IS ESTIMATED AND DISCLAIMED WITHIN THE BID COST. DEPTHS AND CASING REQUIRED IN ADDITION TO THOSE DISCLAIMED WITHIN THE BID COST SHALL BE PROVIDED AT AN ADDITIONAL COST.

*OWNER TO GUARANTEE ADEQUATE PRESSURE FOR A 100% OPERATIONAL IRRIGATION SYSTEM. THE ESTIMATED REQUIRED GALLONS PER MINUTE AND STATIC PRESSURE RATING AT THE METER IS PROVIDED WITHIN THE BID COST. FLOW RATES THAT EXCEED THOSE DISCLAIMED OR PRESSURE RATINGS THAT DO NOT MEET REQUIREMENTS DISCLAIMED WITHIN BID COST SHALL REQUIRE A REDESIGN OF THE IRRIGATION SYSTEM. COSTS RELATING TO FLOW AND PRESSURE DISCREPANCIES ARE TO BE PROVIDED AT AN ADDITIONAL COST.

*CONTRACTOR DOES NOT GUARANTEE QUALITY OF WATER.

*UNLESS NOTED, IRRIGATION TRENCHES SHALL BE DUG AT A ONE FOOT DEPTH FOR LATERAL PIPE AND A TWO FOOT DEPTH FOR MAIN LINE UNDER CONSTANT PRESSURE.

*IF ROCK IS FOUND TOO LARGE FOR TRENCHER, THE OWNER WILL BE RESPONSIBLE FOR ADDITIONAL COSTS.

*SUBSURFACE CONDITIONS CANNOT BE DETERMINED AT THE TIME OF ESTIMATING UNLESS THE OWNER REQUIRES TEST TRENCHES TO BE DUG. CONTRACTOR DOES NOT GUARANTEE TRENCHES CAN BE DUG AT REQUIRED DEPTHS WITHOUT DETERMINING THE SUBSURFACE CONDITIONS BY DIGGING TEST TRENCHES. TEST TRENCHES ARE NOT INCLUDED, BUT AVAILABLE UPON REQUEST AT ADDITIONAL COSTS TO BE DETERMINED ON A JOB TO JOB BASIS.

The irrigation system materials and workmanship is guaranteed for a period of 12 months from the date of installation, excluding damages by third parties, theft after installation, or damage or loss due to acts of nature.

GENERAL NOTES:

*SUBCONTRACTOR SHALL FURNISH ALL ITEMS SPECIFIED IN SCHEDULE OF VALUES. c/ General Contractor OWNER SHALL BE SOLELY RESPONSIBLE FOR THE ACCURATENESS OF THE PLANS AND SPECIFICATIONS AND SHALL RELEASE HOLD HARMLESS SUBCONTRACTOR FROM ANY DAMAGES RESULTING FROM INADEQUATE, INACCURATE, OR VAGUE INFORMATION SUPPLIED BY THE CONTRACTOR/OWNER.

Contractor is not responsible for any cut cables, lines, pipes or wires that cannot be located and marked by appropriate located companies and utilities.

Brick Pavers				
Subcontractor	Quantity	Unit	Unit Price	Total Price
Timo Brothers	1.00	LS	\$107,944.32	\$107,944.32

**TIMO BROTHERS, INC.
INTERLOCKING PAVERS
AND CONCRETE**

TO: Wright Construction Group, Inc.
5811 Youngquist Rd.
Fort Myers, FL 33912
239-481-5000 239-220-6806
robbie.powell@wcgfl.com

DATE: 3/31/2023

RE: *BONITA-FORESTER DRIVE*

PROPOSAL

DRIVEWAY REMOVAL / RE-INSTALLATION

Remove, clean, palletize, and haul off-site existing pavers. (5,918 SF)	\$27,163.62
---	-------------

Supply and install 6" of limerock base.	\$15,682.70
---	-------------

Supply and install specified concrete pavers in a 1" sand base. (5,918 SF)	\$65,098.00
--	-------------

ALLOWANCE FOR PAVERS \$4.50/SF

TOTAL MATERIAL AND LABOR	\$107,944.32
---------------------------------	---------------------

Inclusions:

Cut, compact, sand and border total job.

Supply and install concrete edge restraint as necessary

1 year warranty on labor

Manuf. Warranty on Materials

Paver contract and SF/LF will be based on a paver layout attached to proposal.

Prices based on delivery of pavers, not when ordered.

If prices at time of delivery have increased from when ordered, prices will increase.

PAVER SPEC: MATCH EXISTING.

Paver contract and SF/LF will be based on a paver layout attached to proposal.

Owner/General Contractor is responsible for the following:

To inspect materials for proper color and shape prior to installation

To excavate all proposed pavers areas to a -7"

Ken Bartuccio, Business Development
Timo Brothers, Inc.

Customer

Earthwork				
Subcontractor	Quantity	Unit	Unit Price	Total Price
KBJ Development	1.00	LS	\$186,280.00	\$186,280.00



15899 Brothers Court
Fort Myers, FL 33912
239-481-7264 Phone
239-481-2448 Fax
FL: CUC1224225
EC13005039

May 12, 2023

Wright Construction Group
5811 Youngquist Road
Fort Myers, Florida 33912

Attention: Robbie Powell
Proposal Form: Forester Drive

Thank you for the opportunity to provide our proposal for your project. KBJ will provide the following services at the provided lump sum price as listed below:

1. Grading and Restoration \$186,280.00
 - a. Removal and temporary stabilization of existing driveways (as necessary)
 - b. Regarding and restoration of existing right of way
 - c. Regarding to increase positive drainage to newly installed drainage system.

Exclusions:

1. Sod placement
2. Landscaping
3. Irrigation repair
4. Survey
5. Maintenance of Traffic

Robbie Powell

From: Ron Edenfield <ron@rmec-llc.com>
Sent: Thursday, March 30, 2023 10:19 AM
To: Robbie Powell
Subject: FW: Forester Drive

Looked at the email I sent earlier. Number still good (probably high) if no permitting is required. If we get into City & SFWMD/FDEP permitting, would likely double given the new uber focus on water quality issues. Ron

R.M. Edenfield, P.E.



2223 McGregor Blvd. | Fort Myers, FL. 33901

Office: (239) 789-1951
Direct: (239) 771-8756
Mobile: (239) 980-5588

RON@RMEC-LLC.COM

WWW.RMEC-LLC.COM

From: Ron Edenfield
Sent: Monday, January 9, 2023 12:18 PM
To: Robbie Powell <robbie.powell@wcgfl.com>
Subject: RE: Forester Drive

Robbie, Can you live with \$17,000 for design plans & details, no permitting? Let me know and I will put a proposal together. Ron

R.M. Edenfield, P.E.



2223 McGregor Blvd. | Fort Myers, FL. 33901

Office: (239) 789-1951
Direct: (239) 771-8756
Mobile: (239) 980-5588

RON@RMEC-LLC.COM

WWW.RMEC-LLC.COM

From: Robbie Powell <robbie.powell@wcgfl.com>

Sent: Sunday, January 8, 2023 4:41 PM

To: Ron Edenfield <ron@rmec-llc.com>; Ron Edenfield - ECT Inc. (redenfield@ectinc.com) <redenfield@ectinc.com>

Subject: Forester Drive

Ron

Don't forget I need your price tomorrow for the design work on Forester.

Thanks,

Robbie Powell

Vice-President of Civil Pre-construction

Robbie.Powell@wcgfl.com

Tel. (239)481-5000 Ext.110 Cell (239)220-6806



CGC 053444 - www.wcgfl.com

5811 Youngquist Road, Fort Myers, FL 33912

1404 Dean Street, Suite 201, Fort Myers FL, 33901

660 Charlotte Street, Unit 8, Punta Gorda, Florida 33950

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

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: Economic Development

BACKGROUND:

On September 28, 2022, Hurricane Ian caused flooding damage to the interior of each of the 6 Artist Cottages. It was requested of each of the tenants to remove all belongings from each cottage in order to complete remediation and renovations. The tenants remained vacated for six months until March 2023. The use agreement of the tenant in Cottage #3 expired in October 2022 making the cottage vacant once the renovations were completed.

On April 11, 2023, a request for proposals was advertised for the artist Cottages for interested parties to submit a Letter of Interest. The City received six (6) Letters of Interest from the following artists:

1. Brenda McDonald
2. Christine Tracey
3. Dave Kellum
4. Kelly Campbell
5. Lynne Raimondo
6. Patricia Payzant

The proposals were reviewed by the Art in Public Places Board at their May 30, 2023 meeting. The board decided based on the proposals submitted to rank their top three (3) artists and request a presentation to the board.

On June 12, 2023, the following artists made presentations to the Art in Public Places Board for their consideration:

1. Christine Tracey
2. Dave Kellum
3. Patricia Payzant

Following the presentations, Dave Kellum was voted the top ranked choice for recommendation by the board to rent the cottage for a one-year lease agreement. The Use Agreement provides terms for renewal of two (2) one (1) year options of lease renewal for a total term of three (3) years. The agreement will further provide for hours of operation during special events, security, utilities, cancellation of lease, renewal option and insurance requirements. The agreement requires the artist to rent the premises for the sum of \$350.00 per month from October to May and \$250.00 per month from June to September, for the full term of the agreement.

Per the April 2023 advertised request for proposals, the five (5) remaining artists who are not selected at this time will remain in the pool of candidates, if they so choose, for the next advertised request for proposals as there will be a few tenants whose use agreements are expiring in the upcoming months. The current tenants of those cottages will have the option to resubmit a new Letter of Interest as well.

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

ATTACHMENTS:

1. Resolution
2. Six (6) Proposals

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Nicole Perino

Council Action: Approved __ Denied __ Deferred __ Other _____

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 23 –

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE RECOMMENDATION OF DAVE KELLUM BY THE ART IN PUBLIC PLACES BOARD FOR LOI 23-10 FOR ARTIST COTTAGE # 3; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 5, 2023, the City received six (6) Letters of Interest for Artist Cottage Tenancy

- Brenda McDonald
- Christine Tracey
- Dave Kellum
- Kelly Campbell
- Lynne Raimondo
- Patricia Payzant

WHEREAS, on May 30, 2023, the Art in Public Places Board reviewed the Letters of Interest and selected their top three (3) ranking artists of Christine Tracey, Dave Kellum and Patricia Payzant for presentations.

WHEREAS, on June 12, 2023, the Art in Public Places Board received presentations from each of The three (3) top ranking artists and voted to recommend Dave Kellum as the top-ranking Candidate.

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

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 21st day of June 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Purdon _____
Forbes _____
Fullick _____
Corrie _____

Bogacz _____
Steinmeyer _____
Carr _____

Date filed with City Clerk: _____

RFP 23-10 LETTER OF INTEREST: RIVERSIDE PARK COTTAGE USE AGREEMENT
City Clerk, City of Bonita Springs
Bonita Springs City Hall
9101 Bonita Beach Road FL 34135

Dear Sir, Ms. or Mrs:

Enclosed please find the required Letter of Interest along with some samples of photos of my work. There are 6 pages including this one.

I am extremely pleased and interested in submitting this information and I hope that you will find the enclosed information descriptive enough. I really believe that I would fit well with Bonita Springs' Village of Artists. I am very devoted to my art and hope that you will agree that I will bring something interesting to the City. We live in Bonita and I would like to take part in its activities. I am a people person so if I get the award, I am confident that it will work well for the City and myself.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Brenda McDonald". The script is cursive and fluid, with the first name "Brenda" and last name "McDonald" clearly legible.

Brenda McDonald
28462 Altessa Way # 102
Bonita Springs, FL 34135

TwoMoonCreations@gmail.com

1-860-304-8488

LETTER OF INTEREST FOR FISHING COTTAGE IN RIVERSIDE PARK

1. Description of type of vendor and/or concession:

The fishing cottage would be used to sell jewelry and paintings during craft shows and at other times on a regular basis.

2. Type of Business

The cottage would be rented and used by me as Sole Proprietor.

3. Description of past vendor/work related experience.

For the past 2 years I have had a Studio in Artisan Plaza in Naples where I sell jewelry, painting and ceramics. I also have an Etsy account and am in the process of developing a web-site. Prior to having a studio I have made custom jewelry for individual sales for several years.

4. A description of the type of art, craft that the vendor is proposing...

The cottage would be used by me to create Artisan jewelry that is handcrafted using different types of processes and materials such as Peyote Stitching, Kumihimo, Beaded and others, done with silk, nylon, cotton polyester thread and also on wire.

Also the cottage would be used to do acrylic painting on canvas.

If permissible I would also hold small classes to teach jewelry making.

5. If you will be using a Kiln...

I will not be using a Kiln as I will continue to take classes at the Bonita Art Center and they have Kilns there.

6. A Commitment and Financial capability to pay the monthly fees

I absolutely do make a commitment that if I am fortunate enough to be awarded a cottage, that I will pay all the required fees.

7. A timetable of when the Vendor can commence operations

As soon as a decision is made, I would be able to commence as quickly as I am given permission to do so.

8. Any chemicals or mechanical components which may be hazardous...

There would be no chemicals, flammable or mechanical components utilized in making jewelry or painting.

9. Qualifications and experience of outside Vendors

There would be no use for outside vendors to be on the premises at any time.

10. Proof of payment of Lee County Business Tax Receipt...

I have not conducted any business in Bonita Springs or anywhere else in Lee County so I don't have any tax receipts. The only tax that we are paying is on our home in Bonita Springs.

11. Proposal for duration of lease...

Unless Bonita Springs has a limit of years that the cottage can be rented I wouldn't be planning an end date hopefully for a long time.

I definitely would want to work during all the events and during the week as well.

12. Any additional information provided by the Vendor....

For most of my life I have enjoyed working with my hands and with people. My background is Human Resources, Owning Restaurants and Real Estate, businesses all related to working with the public and that is still what I enjoy. I would be thrilled if I could rent one of the cottages because I think it's good to work in the same town that you live in.

Also I have taken numerous classes at the Art Center in Bonita and I would like to continue that and keep learning.

13. Current tenant of the artist cottage will be given...

I have not rented a cottage before but you could certainly verify the type of tenant that I am, how well I maintain my studio and how prompt I am with the rent with my present landlord at Artisan Plaza. However, I would NOT want him contacted before you make a decision. If I am awarded a cottage, perhaps you can make it contingent on verifying this information.

Lastly, I am including some pictures of the products that I have been selling.

Thank you very much for considering my application.

Sincerely,

A handwritten signature in cursive script that reads "Brenda McDonald".

Brenda McDonald
28462 Altessa Way # 102
Bonita Springs, FL 34135

TwoMoonCreations@gmail.com

1-860-304-8488





Christine Tracey

15311 Devon Green Lane, Naples, FL 34110

ctracey@kuveke.com

(203)-470-7697

April 11, 2023

City Clerk, City of Bonita Springs
Bonita Springs City Hall
9101 Bonita Beach Road
Bonita Springs, FL 34135

Re: RFP 23-10 Letter of Interest: Riverside Cottage Use Agreement

To Whom It May Concern:

I am a local artist interested in leasing one of the artist cottages on a full-time basis. I primarily paint with oils and consider myself a contemporary realist with a focus on portraits. For the past several years, I have been a member of the Center for the Arts in Bonita Springs and participated in the program "Faces of Southwest Florida," which offers any community member the opportunity to model for local artists. It was in these sessions that I discovered my love for capturing the unique life in each of the individuals who posed for us. While I also paint local landscapes, still life, and even conceptual pieces, my passion lies in portraiture. It would be a dream for me to lease one of the artists cottages where people could sit for a portrait or watch me at work.

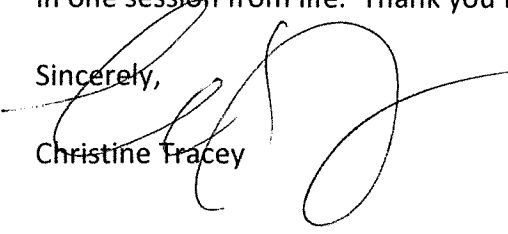
Currently, I am a sole proprietor artist without an official business organization. I am a full-time Florida resident and pay local taxes in Collier County where I reside just south of Bonita Beach Road. If selected for a cottage, I agree to obtain any required licenses and to pay any associated fees.

I spent most of my career working as an attorney in the New York area while raising four sons. I moved to Florida full-time in December 2019 and in addition to painting, I currently work as a consultant in Human Resources and Benefits. I am financially able to pay the monthly rent on the cottage and commit to do so if selected. I currently lease, on a month-to-month basis, a small studio space on J & C Boulevard, which is the same cost as the cottages currently but far less convenient for me. I can begin the lease immediately and commit to lease for at least one year and to work during special events in the Village.

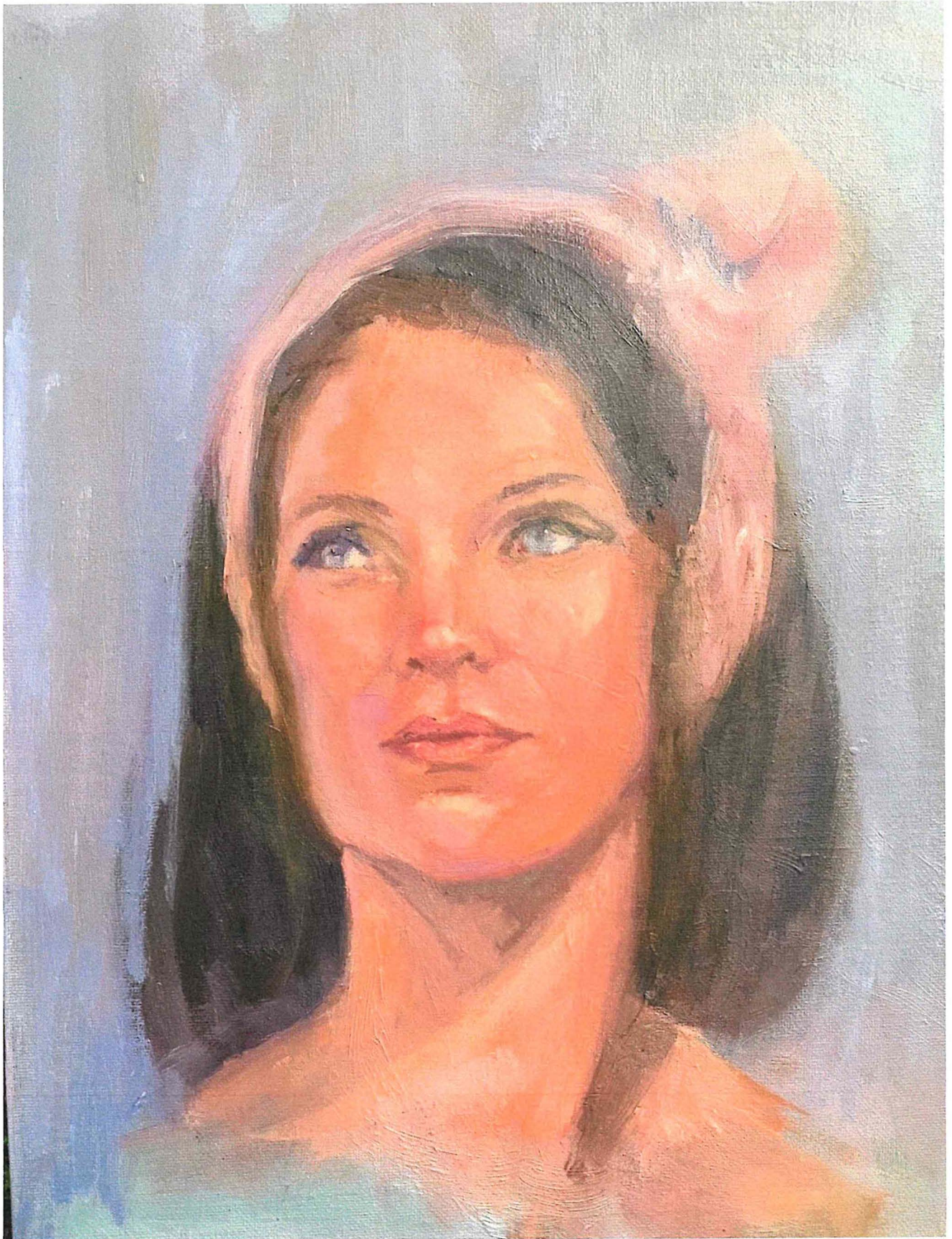
In conclusion, the cottage would offer me an ideal space, convenient and dedicated, to build on my craft and to interact with our community and visitors. I hope to be selected and will make myself available for an oral presentation if needed. I include some samples of my work below, most painted in one session from life. Thank you for your consideration, I look forward to hearing from you soon.

Sincerely,

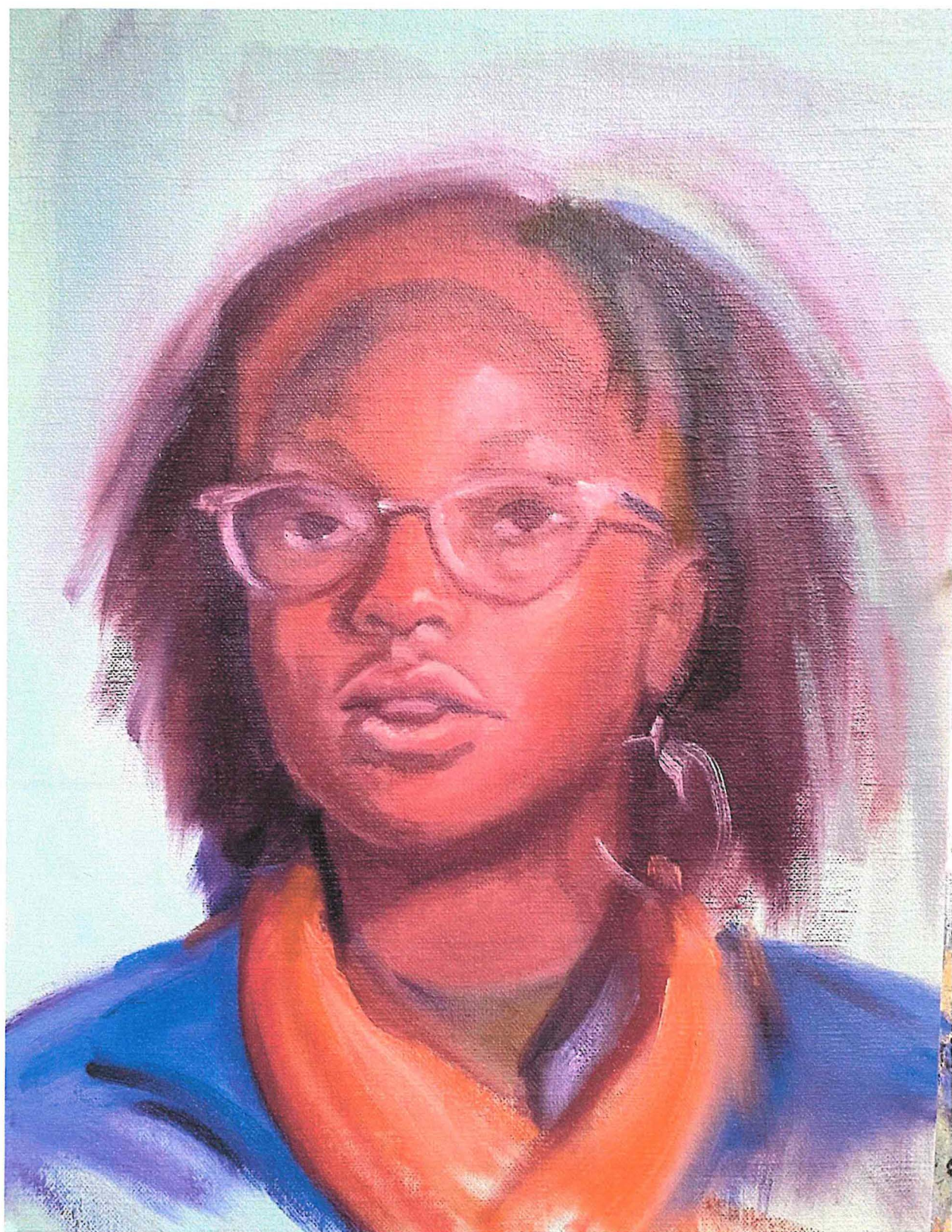
Christine Tracey

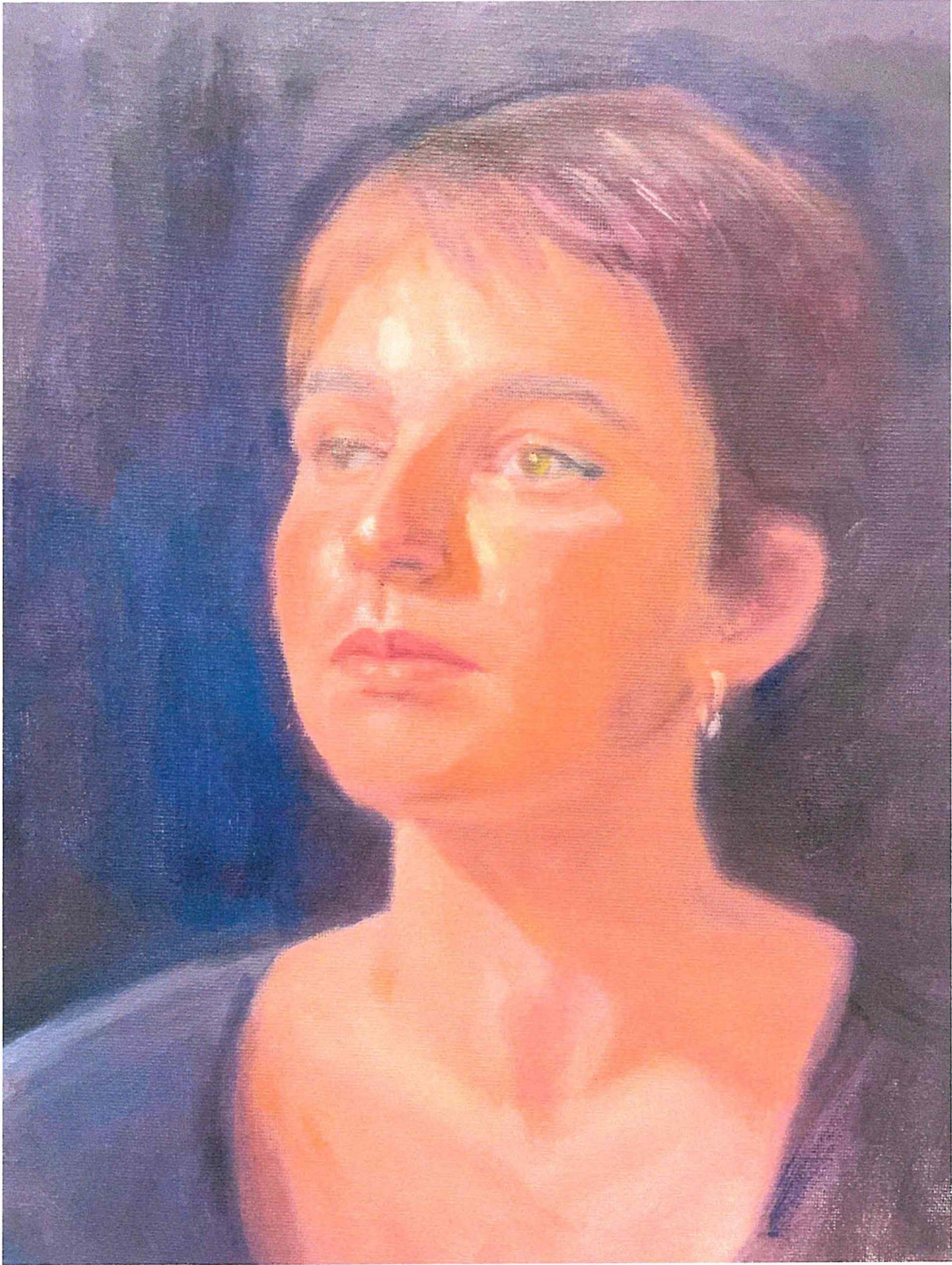








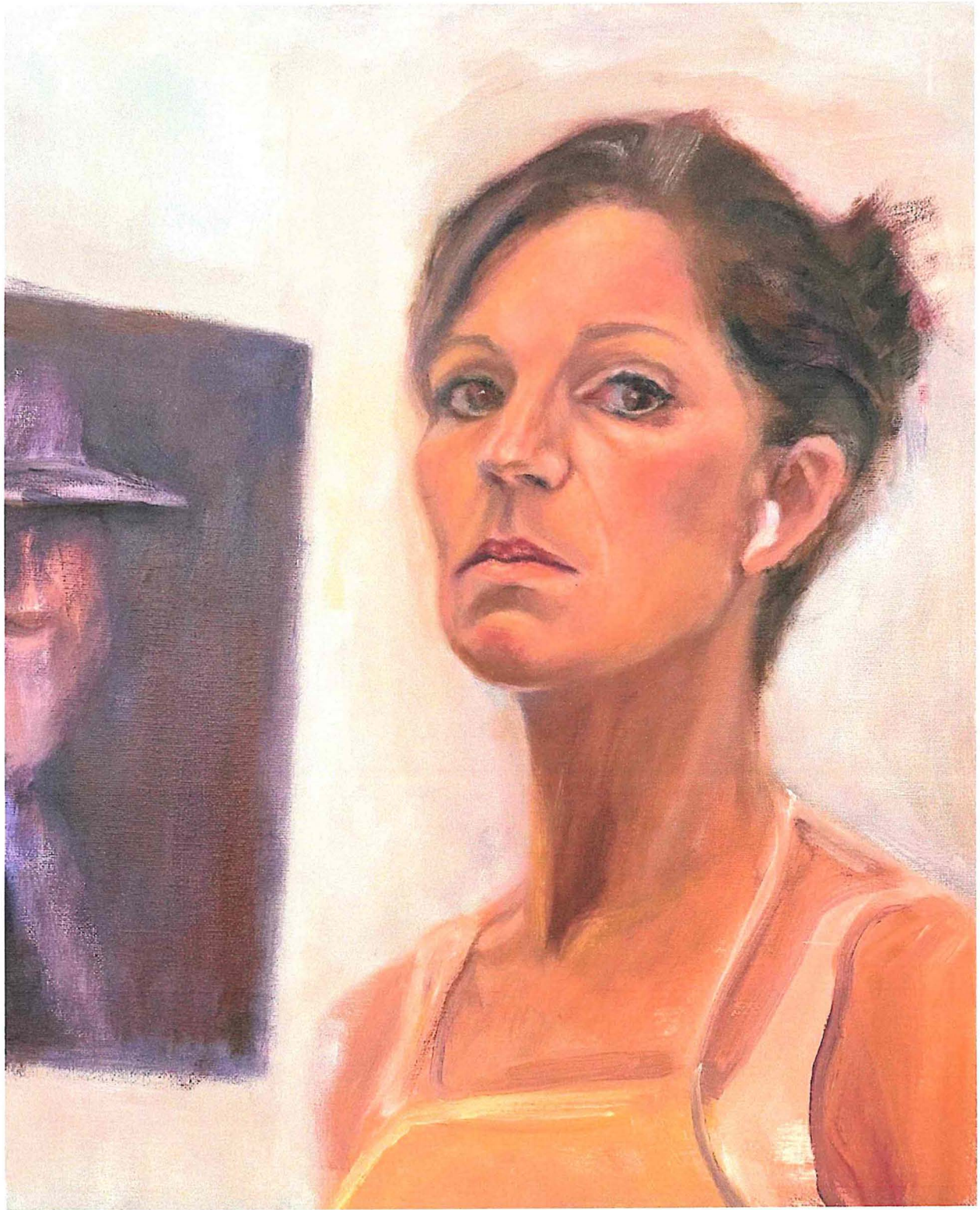












Dave Kellum
9971 Puopolo Ln.
Bonita Springs, FL 34135
239-319-7272
TumbleweedGuitar.com
Shipyardink.com

Letter of Interest for Riverside Park Cottage
RFP-23-10

Dear Ms. Perino,

Hello. My name is Dave Kellum. I am an artist interested in displaying my work and artistic processes in a cottage at Riverside Park. I am a Bonita resident of 48 years and a professional artist of 30 years.

It is exciting to watch the vitalization of our downtown area and I want to play a part in supporting that course.

a-e., h.:

I would use the cottage as my workspace, gallery, and store, as a sole proprietor. The work I would exhibit would include clay sculptures, handmade furniture, and handmade guitars—guitars being the craft I'd be demonstrating to visitors. I would not have a kiln on site; I'd be using wood-shaping hand tools.

My prior vendor and work history include exhibitions at several Bonita National and Naples National art shows.

I have taught kids' classes at the Bonita Springs Art League and for the MDA.

I made the clay sculpture, "The History of Bonita Springs", which is displayed in the lobby of the Bonita Springs City Hall. The City of Bonita

was kind enough to purchase three more of my sculptures as well, including "The Monitor and the Merrimac" located at The Nature Place.

The Jack Daniels Company purchased a sculpture for their art collection.

I have built guitars for the bands, Warrant, Bang Tango, and am currently working on a commission from Billy Squier. My guitars can be seen on my website TumbleweedGuitar.com

I shared a gallery space at The Promenade Shops and previously rented a cottage at Riverside Park.

I built the furniture and displays for the local fishing shop, 239 Flies., and for their location in N. Carolina.

I've sold hundreds of handmade dining tables and desks on my website, ShipyardInk.com.

I've raised two of the finest artists, and people, in the world. My son graduated from Parsons School of Design in NYC, and my daughter is finishing her 3rd year at FIT in NYC.

f., g.:

I would be committed and capable of paying the monthly fee of \$350 per month, September-May, and \$250 per month, June-August. I understand that there may be an increase each year.

I could be ready to open during the second week of June, or any day after that at the convenience of The City.

i.

No outside vendors would be regularly engaged in the operation of my cottage.

j.

I intend to obtain my Lee County Business Tax receipt.

k.

I would like a lease that would allow me to stay as long as possible. I can commit to working the City's special events. I would be opening the cottage year-round, not seasonally. My weekday hours would be "part-time", subject to the school needs of my son. Weekend hours, and on the days my son is with his mom, would allow me to spend substantial hours in the cottage.

l.

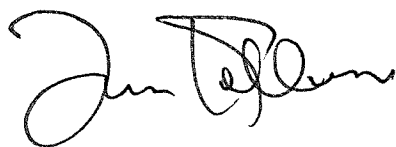
I would love to become re-engaged with Bonita's growing art scene. A cottage would provide me with a place to work in the mornings, and an opportunity to sell that work during evenings and city events. I believe I would be an asset to the park's artist community by offering exciting, youthful, fine art and top-quality, handmade musical instruments.

The cottages are a 5-minute walk from my house.

Thank you for your time and consideration.

Most Sincerely,

Dave Kellum

A handwritten signature in black ink, appearing to read "Dave Kellum". The signature is fluid and cursive, with the first name "Dave" being more prominent and the last name "Kellum" following in a similar style.







Kelly Campbell
10240 Sandy Hollow Lane
Bonita Springs, FL 34135
(239)641-6444

May 1, 2023

City of Bonita Springs
Bonita Springs City Hall
9101 Bonita Beach Rd.
Bonita Springs, FL 34135

Members of the City Council,

My name is Kelly Campbell, and I thank you for taking the time to review my letter of interest for the use of a Riverside Park Cottage. I am a local ceramic artist, and the name of my sole proprietorship business is Gulf Coast Pottery.

I became a resident of Bonita Springs since relocating from MA in 2001. Over the years, through my artwork and professional experience, I have become strongly integrated into the community through teaching, school, volunteering, and raising three active boys.

I have been an artist/teacher in a variety of settings. When I was actively parenting young children, I taught preschool and volunteered in the public schools and did my own artwork when I could. In 2012 I started attending Florida Gulf Coast University where I studied under the ceramic professor Patricia Fay to further my knowledge in the field. During that time, I was offered the privilege of being the FGCU resident artist of Cottage #2. I used the space as my personal studio and coordinated student and staff participation for all calendar events as well as curating many of our independent shows. During open hours and events, fellow students and I would use our pottery wheels to give throwing demos and give those intrigued a chance to participate. It was a very popular event. I was extremely grateful for the years I was able to be a resident, and I maintain friendships with fellow residents such as the CGT Kayak guys Nick and Aaron. I would love to be neighbors with them once again.

After graduation, I was the Director of Adult Education at the Centers for the Arts Bonita Springs and taught many adults and youth classes. I am currently a member of their teaching staff with ceramics being my primary medium. From 2020-2023 I was the manager and instructor at a large-scale ceramic studio and supplier in Naples. My responsibilities included teaching, studio maintenance, supply orders, and promotion. During my employment at the studio, I was able to grow my pottery business and have since become self-employed. This is why I am looking for a space such as the Artist Cottage so that I can have more visibility, customer and student accessibility, and to share my craft with the community. The timing of the artist cottage residency couldn't be more perfect to support my growing business.

The type of art that I create is primarily pottery that is inspired by Gulf Coast related wildlife. This includes functional pieces as well as a multitude of sculptures (see included images). I enjoy using the medium to share my love for this beautiful environment and also as a way to educate both locals and tourists about our amazing ecosystem.

In reference to the type of equipment and materials I would have in the space, I would have one or two pottery wheels, a work table and some storage. When I was a resident artist before, I liked using the back area for supplies and having nice displays toward the front to show and sell my work. My kiln would stay in my home, so I would not be using any hazardous, flammable or otherwise dangerous materials in the space.

If I am offered the space, I assume the financial commitment to pay the expected rent on time and in full. I commit to being open for all events as well as set hours during the week and weekends year-round so that I can offer personal teaching time and provide an artist presence in the park. I will also obtain the Lee County Business Tax Receipt and will also get the appropriate insurance within the 30 days of the agreement.

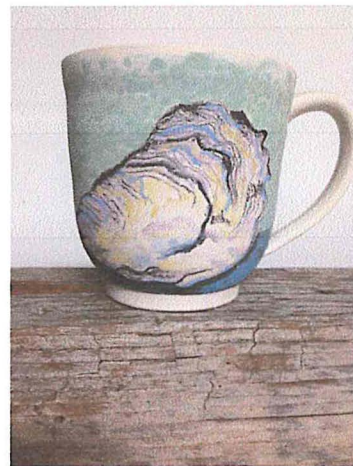
In addition to using the space as a personal studio to work and teach, I would like to create events that get the community to interact more with the resident artists and enhance the growing Downtown vibe. I sincerely believe that these events can bring the community together. Using my strong ties with the community like the Centers for the Arts, Empty Bowls, and local merchants and residents, I have many ideas that might create successful and vibrant events.

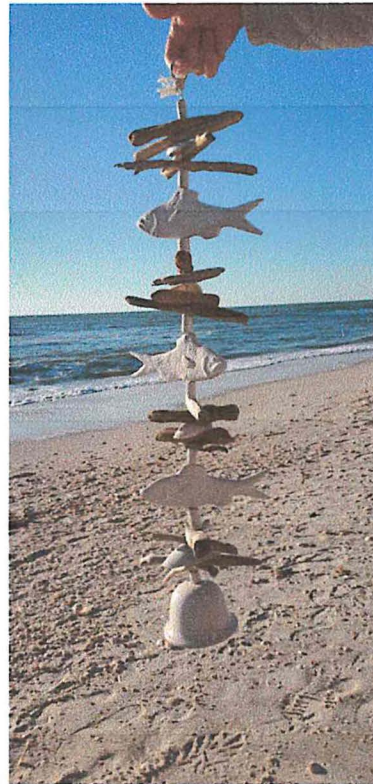
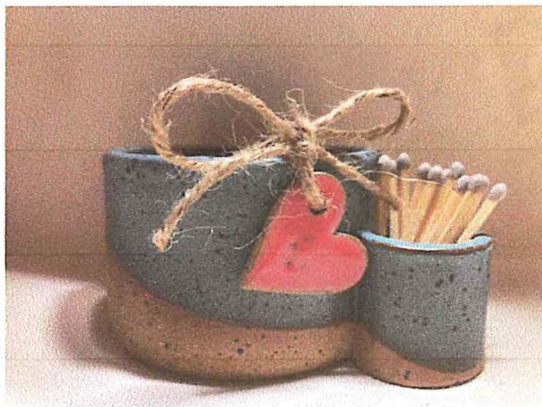
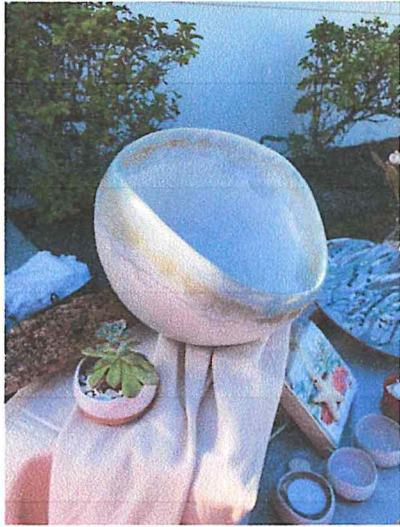
- Monthly Art in the Park evening events
- Initiate collaborations to create art in public places within Bonita
- Fund raising events for local charities and scholarships
- Get Bonita vendors to participate in Shop Local events

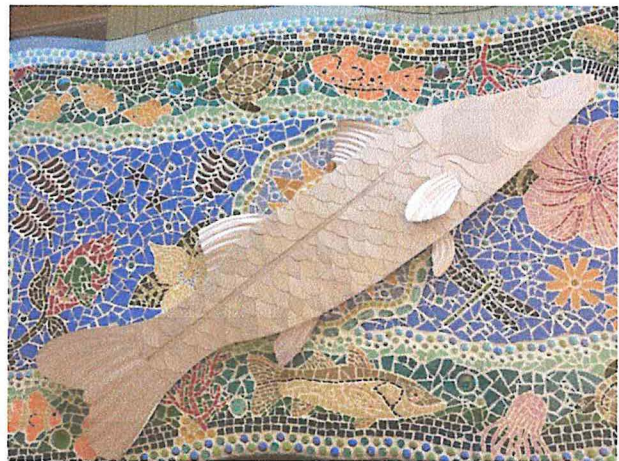
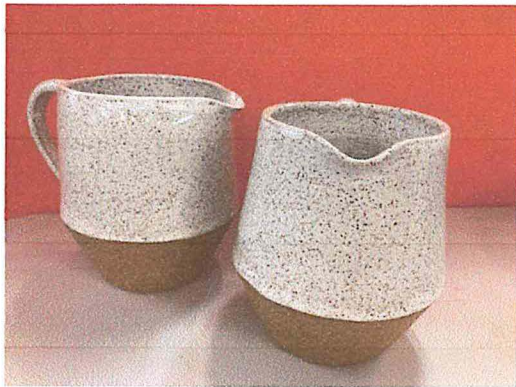
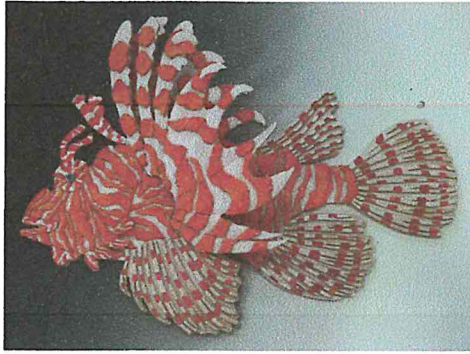
In summary, the timing to become a resident at the Artist Cottage works perfectly for my art and business goals. The experience as a prior resident provided me with the ability to successfully use the space as an artist, instructor, and to promote community involvement. During that period of time, I was a responsible, reliable and considerate tenant. It would be a wonderful opportunity for me and I appreciate your reviewing my application. I look forward to hearing from you.

Sincerely,

Kelly Campbell







Letter of interest

RIVERSIDE PARK ARTIST COTTAGE

Business Name: Coastal Art Etc

www.coastalartetc.com

Lynne Raimondo

27061 Lake Harbor Court #202

Bonita Springs Florida 34134

Mobile 914-646-4153

lynneraimondo@gmail.com

My Commitment to Bonita Springs

I am committed to help develop downtown Bonita. I have been interested in the Artist Cottages for a long time and am continually inspired by the progress downtown, the Bonita Business Alliance meetings and the entire Bonita Springs community commitment to balancing growth while preserving the small town "good vibes". I am passionate about frequently promoting local events on my Instagram page & my Facebook page/groups. I spent my business career leading change and managing growth at a fast pace and now am loving the SWFL lifestyle, beauty and creating art that reflects it all. I do not travel out of the area for events and am hoping to continue building my local business with greater visibility downtown.

Description of my art

My acrylic paintings are inspired by the SWFL landscape, lifestyle, coastal colors and good vibes. Most of my paintings are impressionist, several are cheery and vibrant, others are serene, and almost all are inspired by our Bonita Springs waterways and landscape. I keep my art affordable.



Business Type

Sole proprietorship. Bonita Springs vendor permit on file in 2021.

Maintain Florida sales tax certificate of registration. Committed to fulfilling any additional County tax and insurance requirements.

Experience

Prior to my art journey, I was a Human Resource executive. After 30+ years leading teams in the fast pace world of high technology, I retired and moved to Bonita Bay in 2013 with my husband. I could not "retire".

My first downtown art booth was in 2017 at the Bonita Springs Blues Festival. I am an event vendor at six Bonita Springs communities (Bonita Bay for 8 years). I have been a vendor with Shangri-La Springs Resort for all of their Art and Soul nights & Sunday Markets for the past two years, was a featured artist both years in a row, and they sell my art in their gift shop. I have sold in two other Bonita stores since 2018. I sell online with my Etsy shop and my own website (www.coastalartetc.com)

Commitment to Pay

I am committed to pay the agreed rent a timely manner. I rented a studio space in 2022 (from Bonita Storage -Chris Magnus of The Rooftop project) but I currently have no studio space.

Timetable

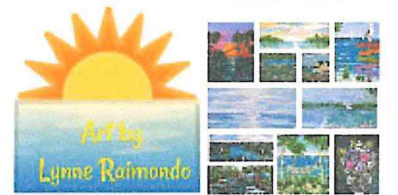
I am a full-time resident and will use the cottage on a FT basis, multiple days a week & at all events. I am ready to start ASAP.

*I have no subcontractors, no kiln, and no chemicals (Just water-based paint and varnish).

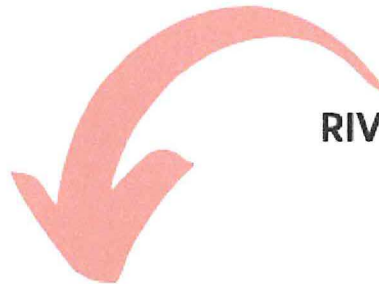
My Bonita Springs journey...



**MY FIRST BONITA EVENT
-THE BONITA BLUES FESTIVAL 2017**



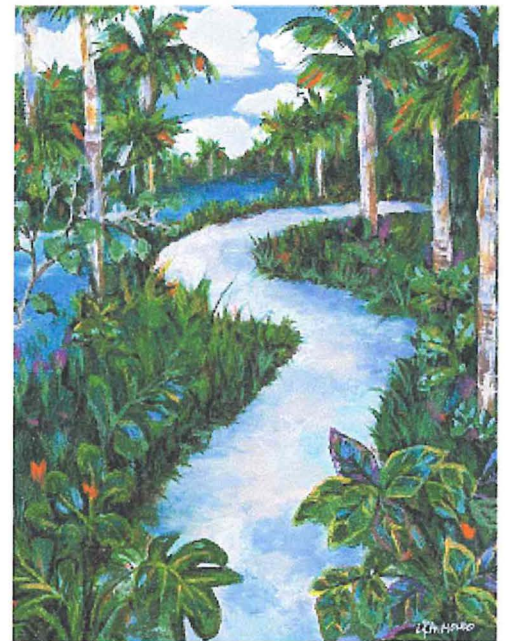
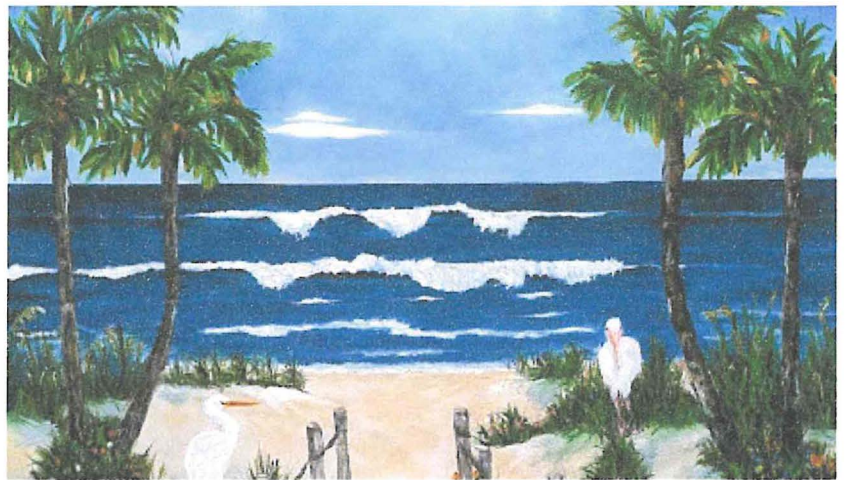
**RIVERSIDE PARK RALLY FOR
CLEAN WATER**



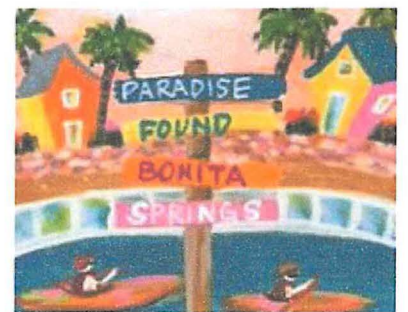
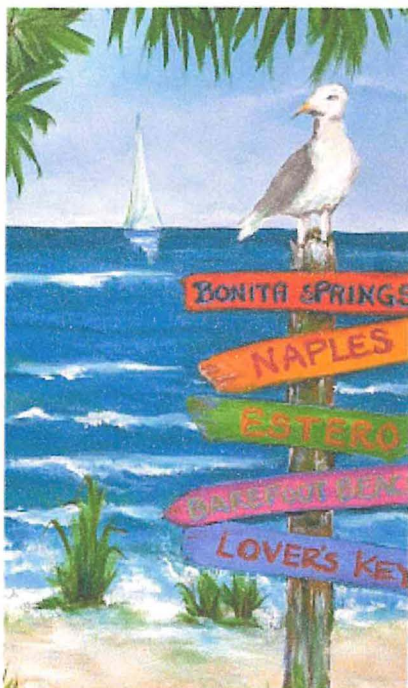
**MOST RECENT EVENTS
@ SHANGRI-LA
(ALL ART & SOUL NIGHTS,
SUNDAY ART MARKETS,
IN THEIR GIFT SHOP
& FEATURED ARTIST IN DINING
ROOM 2022 & 2023).
I PROMOTE ALL EVENTS AND
DOWNTOWN BONITA
ON INSTAGRAM AND FACEBOOK
GROUPS**



COASTAL ACRYLICS



LOCAL BONITA GOOD VIBES ART



Submitted by Patricia M. Payzant

Item A: Type of vendor

My business consists of the creation and sale of original oil, acrylic, and gouache paintings, as well as reproductions of my original art.

Item B: Type of business

Sole Proprietor

Item C: Past vendor/work related experience

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

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

- Bonita Springs National Art Festival
- Naples Art Institute – Art in the Park
- Delnor-Wiggins - Wildlife and Wildlands Art Show
- Center for the Arts at Bonita Springs
- Fort Myers Beach Art Association
- Big Arts – Sanibel
- North Port Art Center
- COCO Gallery – Coconut Point, Estero
- Sanibel Public Library
- Bailey Shell Museum – Sanibel
- Shangri-La Springs
- Bonita Springs Historical Society
- Wonder Gardens
- Third on Canvas – Naples
- Artwork of Collier County Parks
- Everglades City Visitor Center
- Everglades City Art in the Glades

Affiliations include:

- Florida Plein Air
- American Impressionist Society

Item D: Type of art

I plan to create, exhibit and sell my oil, acrylic, and gouache paintings, as well as prints of my original art inside the Cottage. My oil practice is solvent-free indoors, and cleans up with soap and water. My acrylic and gouache practice consists of a water-based paint bound in non-flammable acrylic polymer or gum arabic, respectively. My paintings will be displayed on the walls and easel, and prints will be available in bins.

The focus of my artwork is largely drawn from the local environment with a wide variety of subjects ranging across historical properties, natural landscapes, seascapes, botanicals, and local activities.

Item E: Use of kiln

I will not be using a kiln.

Item F: Commitment and financial capability

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

Item G: Timetable

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

Item H: Chemicals

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

Item I: Outside Vendors

Use of Outside Vendors or Sub-Vendors is not envisioned. Should they be utilized, they will be bound by all Cottage guidelines.

Item J: Lee County Business Tax

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

Item K: Duration of lease

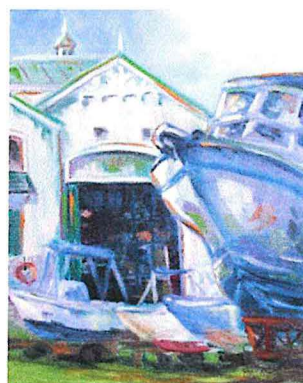
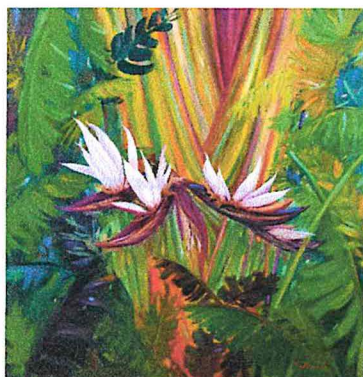
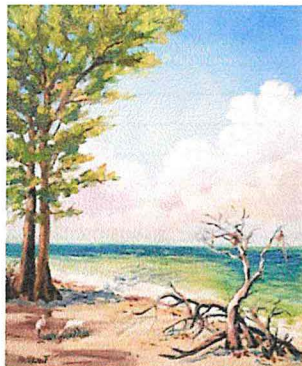
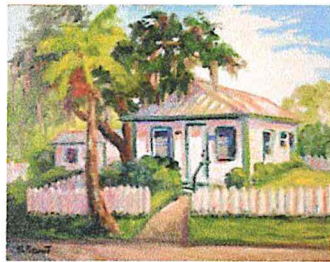
I plan to utilize the cottage full time in season, which would include weekend and special events participation.

Item L: Additional information

After graduating from the University of Pennsylvania, and while working in a technical software career, I received my formal art education at the Boston Museum School of Fine Arts and at the Corcoran School of Art (formerly of Washington DC), taking an Arts Certificate from the latter. I have a strong commitment to the local arts community as evidenced by my exhibiting, volunteering, donating, and patronage support for local arts organizations. My adherence to quality work standards is demonstrated through my receipt of awards from arts organizations. A collection of my artworks can be viewed on my website: PatriciaPayzantArt.com.

Item M: Current Tenant

I am not a current tenant..



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



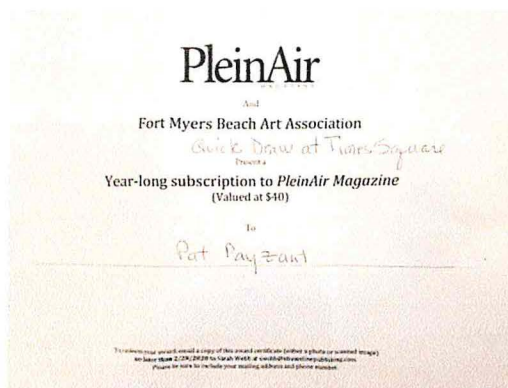
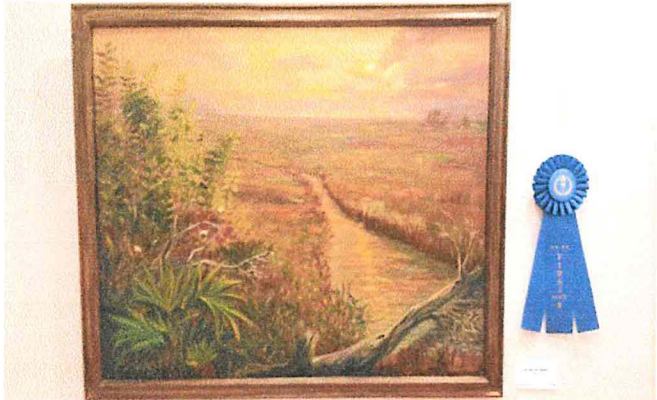
Beach Observer, Feature Article, 2021:



Beach Observer, Exhibit Photo, 2021:



RFP 23-10 Letter of Interest: Riverside Park Cottage Use Agreement



Patricia M. Payzant

64 9th Street
Bonita Springs, FL 34134



Patricia Payzant finds inspiration for her Oil Paintings in the unique features of the local landscape, as well as in the controlled discipline of studio painting.

Her early interest in art evolved from an appreciation of the paintings created by talented family members. After graduating from the University of Pennsylvania, and while working in a technical software career, she sought her formal art education at the Boston School of the Museum of Fine Arts, and the Washington DC Corcoran School of Art.

Now retired and painting full time, she is an active participant in Florida regional plein air groups and has won awards from several Florida art organizations. She supports the local art community through her volunteer activities.

Patricia keeps her artistic vision fresh by spending her winters in Southwest Florida and travelling to Maritime Canada for the summer months. She finds interest in a wide variety of subject matter, mainly engaging with regional landscape and fauna in both southern and northern latitudes, as well as local landmarks. Her paintings are collected by both private individuals and corporations in the US and abroad.

Affiliations include:

American Impressionist Society (AIS)
Center for the Arts in Bonita Springs (CFABS)
Florida Plein Air (FPA)

Contact Information:

Email: Info@PatriciaPayzantArt.com
Phone: 239-572-3831
Website: www.PatriciaPayzantArt.com
Facebook: Patricia Payzant Art
Instagram: @patriciapayzantart

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-06-134
June 21, 2023

REQUESTED MOTION: Approve purchase agreement amendment #1 for the Voluntary Home Buyout Program extending the agreement expiration date from June 28, 2023 to August 25, 2023.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND: The purchase agreement with the property owner was approved by City Council on April 5, 2023.

The property owner is having difficulty finding suitable housing and is requesting additional time to continue to look for replacement housing. Amendment #1 extends the closing date from June 28, 2023 to August 25, 2023. All other terms and conditions remain in effect.

Staff has redacted the homeowner's names and addresses as outlined in Senate Bill (SB) 966 adopted during the 2020 legislative session. SB 966 provides an exemption from public records requirements for personal identifying information for the purpose of disaster recovery assistance from a presidentially declared disaster. These properties were affected as a result of Hurricane Irma in 2017. Once the property has been transferred to the City's ownership, the information will be made public.

STAFF RECOMMENDATION: Approve amendment #1 time extension request.

ATTACHMENTS:

1. Contract # 2023-002 Amendment #1
2. Senate Bill 966

REVIEWERS:

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

Council Action: Approved __ Denied __ Deferred __ Other _____



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AMENDMENT ONE

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made on _____, 2023, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLER"):

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by The BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLER owns an improved property located at [REDACTED] **Avenue, Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

[REDACTED] according to the plat thereof and recorded in Official Records Book 50, Page 6 of the Public Records of Lee County, Florida, (See Exhibit A for full metes and bounds description) and more commonly identified as:
[REDACTED] Avenue
Bonita Springs, FL 34135

WHEREAS, the SELLER acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLER qualifies for the assistance being granted, and that the SELLER understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLER is not interested in selling their property, or if the SELLER and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

WHEREAS, SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

In consideration of the matters described above, the mutual obligations set forth in this amendment, the Parties agree to amend the agreement as follows:

1. In accordance with the Expiration of Offer (Paragraph 14 of original agreement), this amendment shall extend the June 28, 2023 offer date to **11:59 o'clock PM (Eastern Standard Time) on or before August 25, 2023.**
2. All other terms and conditions of the Agreement remain the same.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

3. The Purchase Agreement was fully executed on April 5, 2023 (BSC-23-04-088) marked as Attachment 1 is made a part of this Amendment.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

IN WITNESS WHEREOF, the Parties have executed this Amendment and the Bonita Springs City Council approved this Agreement on the _____ day of _____, 2023.

SELLER _____

Signature

06/02/2023 9:09 AM

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Rick Steinmeyer, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Exhibit A

Legal Description

The East ½ of the following:

[REDACTED]

Also known as [REDACTED], according to the Plat thereof and recorded in Official Records Book [REDACTED] Page [REDACTED] of the Public Records of Lee County, Florida.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

ATTACHMENT 1

Purchase Agreement

Contract #2023-002





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

AGREEMENT FOR PURCHASE

03/14/2023 04:57 PM

THIS AGREEMENT is made this 5 day of April, 2023, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLERS"):

- 1. PROGRAM DESCRIPTION.** The BUYER is acting under a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Department of Economic Opportunity, administered by the BUYER and hereinafter referred to as the "Voluntary Home Buyout Program", to purchase certain property in the City of Bonita Springs, Florida in which the SELLERS owns an improved property located at [REDACTED] Avenue, Bonita Springs, FL 34135 hereinafter referred to as the "premises", and further described in Exhibit A which is attached hereto and made a part hereof.

The SELLERS acknowledges that the above-referenced property was impacted by Hurricane Irma, that the SELLERS qualifies for the assistance being granted, and that the SELLERS understands that any potential utilization of eminent domain by the City will not be implemented under this program. In the event the SELLERS is not interested in selling their property, or if the SELLERS and the BUYER cannot reach an amicable agreement for the purchase of the property, the BUYER will not pursue its acquisition under eminent domain.

SELLERS understands this is a voluntary transaction and that SELLERS is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits.

- 2. OFFER AND DESCRIPTION.** BUYER agrees to buy, and SELLERS agrees to sell all of a certain piece, parcel or lot of land, and other interests buildings, structures and improvements thereon, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the SELLERS' rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the City of Bonita Springs, State of Florida, to-wit more particularly described as follows:

[REDACTED] 198 Imperial Gates Subdivision (Unrecorded), according to the plat thereof and recorded in Official Records Book [REDACTED] Page [REDACTED] of the Public Records of Lee County, Florida (See Exhibit A for full metes and bounds description)

More commonly identified as:

[REDACTED] 11672 M-Kennel Avenue
Bonita Springs, FL 34135

The SELLERS agree that they have full right, power, and authority to convey, and that they will convey to the CITY the fee simple title together with legal and practical access thereto clear, free, and unencumbered, except subject to the following easements or reservations:



BSC-23-04 [REDACTED]



CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

3. CONSIDERATION. The SELLERS acknowledges that the price to be paid for the property is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate property and improvements above described is Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00) to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement.
- The SELLERS agrees, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the City.
 - Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the City.
 - The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
 - It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-DR program funds being used for the purchase of the property, cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS is currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding as described in the following paragraph (refer to Program Incentive). DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the City, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
4. PROGRAM INCENTIVE. The SELLER willingly executed a Housing Replacement Assistance Waiver on December 8, 2022. By signing the waiver, the SELLERS has waived all rights to a housing replacement incentive. The waiver is Exhibit B.
5. CONTINGENCIES.
- SELLERS shall vacate the property within one hundred eight (108) days from the date of this contract or by the settlement date, whichever is soonest. If SELLERS does not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
 - BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.

- c. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through the state of Florida's Department of Economic Opportunity (DEO). The SELLERS acknowledges that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, DEO approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt and release of funds from DEO.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, if applicable. SELLERS's Transaction Costs include payoff fees. BUYER shall be responsible for BUYER's transaction costs and SELLER's transaction costs. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS is represented by a realtor or attorney, the SELLERS is responsible for all realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the CITY, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the CITY any documents in SELLER's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL, or as otherwise stipulated by BUYER, and delivered to stipulated place of closing. The Closing Attorney shall be authorized to disburse the sales proceeds at the time of settlement. This transaction will be closed on or before 108 days from the signing of the contract or by the settlement date (June 28, 2023).
10. ACKNOWLEDGEMENTS. The SELLERS acknowledges that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

understanding the nature thereof and saves and holds harmless the City and its agents as a result of this Agreement or anything incident to the sale of the referenced real property

11. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between City and the SELLERS.
12. VACANCY INSPECTION. The SELLERS acknowledges and agrees that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secure. If the property is not secure, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the City and the SELLERS.
13. SELLER CLOSING ACTION ITEMS. The SELLERS agrees that all utilities are turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing. Attachment B has a number of tips to ensure the necessary steps for the closing process have been completed.
14. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on **Wednesday, June 28, 2023** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasoning needs to be submitted to and approved by the BUYER prior to the expiration date.
15. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
16. The SELLERS shall close any open building permits or code enforcement proceedings prior to closing.
17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

IN WITNESS WHEREOF, the SELLERS have hereunto signed their names and affixed their respective seals, as applicable, and therefore the SELLERS for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have, and do hereby grant unto the CITY or its authorized representative, or any other office or agent of the CITY authorized to purchase said lands, the option and right to enter into this Agreement and to purchase said lands as herein provided.

Seller [REDACTED]

[REDACTED]
Signature

03/14/2023 04:58 PM

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Debra Filipek, Clerk



[Signature]
Rick Steinmeyer, Mayor

Date: 4/5/23

APPROVED AS TO FORM:

[Signature]
City Attorney's Office





**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

**EXHIBIT B
Housing Replacement Assistance Waiver**

Property Owners Name: _____

Address: _____

City: BONITA SPRINGS FL 34135

The *City of Bonita Springs Voluntary Home Buyout Program* offers a housing replacement assistance incentive of up to \$25,000 available to all income qualified buyout participants. Those that are not income qualified may still be eligible for up to \$10,000 in housing replacement assistance.

The housing replacement assistance is in addition to the fair-market value of the buyout home and may only be used in the purchase of a replacement home. Pre-event owners of vacant lots and rental properties are not eligible to receive housing replacement, as they did not occupy the structure at the time of the disaster.

In order to determine your eligibility for the housing replacement assistance, an income calculation must be completed. By refusing to provide the requested documents necessary to determine your income qualification status, you hereby voluntarily waive any consideration for the housing replacement assistance described above. You also understand that this decision is final, and that the requested documentation will not be accepted in the future to determine income qualification status for the housing replacement assistance.

This decision DOES NOT disqualify you from participating in the Voluntary Home Buyout Program.

PRINTED NAME: _____ DATE: 1/2/23

SIGNATURE: _____





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

Federal law prohibits any person, business, or other entity from receiving Federal funds for any part of such loss as to which they have received financial assistance under any other program, or from insurance or any other source. A duplication of benefits ("DOB") occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida Voluntary Home Buyout Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the Florida Department of Economic Opportunity ("DEO") Community Development Block Grant-Disaster Recovery (CDBG-DR) grant, the SELLERS hereby assigns to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The City's rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the SELLERS between the date of the signed Duplication of Benefits Certification and the date of completion of Program participation (closing), that have not been previously disclosed to the Program, then the SELLERS must repay the City the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the SELLERS must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or DEO.





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

If requested by the City, the SELLERS agree to execute such further and additional documents and instruments as may be requested to further and better assign to the City the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

The SELLERS explicitly allows the City to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the SELLERS has applied for or is receiving Proceeds, any nonpublic or confidential information determined to be reasonably necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the SELLERS's consent to such company or entity to release said information to the City.

The SELLERS agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with the City regarding the nature and status of claims and to share information with the City relating to the claims. The lawyer and claims shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the SELLERS hereafter receives any Proceeds for the same purpose as the Program, the SELLERS agree to promptly pay such Proceeds, or an equivalent amount of funds, to the City in accordance with the terms of this Agreement.

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**CITY OF BONITA SPRINGS, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM**

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorneys' fees.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

OWNER 



Signature



Print Name

PROGRAM STAFF



Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

Attachment B

STEPS TO A SUCCESSFUL CLOSING

A City of Bonita Springs representative will assist you through the closing process. Please review the following tips to ensure the necessary steps for the closing process are completed.

The Vacancy Inspection is an important step in the process and is required before the City can take possession of your property.

Please complete the following items before the Vacancy Inspection:

1. **You or your authorized representative need to be present at the vacancy inspection the day before the scheduled closing.**
2. **All utilities need to be turned off.** This includes, but is not limited to, electrical, gas, plumbing, cable, and any other recurring services at the property. Please advise the utility company that the property will be demolished.
3. **All personal property, fixtures, and/or any other items on the premises need to be removed from the property.** This includes, but is not limited to vehicles and vessels, personal items, and items in the household the current owner wishes to keep. After the Vacancy Inspection is complete, all items remaining on the property will become the City's property.
4. **The property needs to be completely vacated.** At the time of the Vacancy Inspection, no individuals can be living on the property.
5. **The property needs to be secured and inaccessible to the public.** This includes, but is not limited to, confirming that all doors and windows lock. If windows or doors are not secured, the necessary steps need to be taken to secure the building (such as placing boards over the windows).
6. **Please ensure that all hazardous items have been removed from the household and properly disposed of.** This includes, but is not limited to, household cleaners, paints, oils, and batteries.
7. **Provide all property keys to the City:** Please bring your property keys to the closing. If the closing will be accomplished remotely, please ensure the property keys are surrendered to the City as prearranged by closing.



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1
2 An act relating to public records; amending s.
3 119.071, F.S.; providing an exemption from public
4 records requirements for property photographs and
5 personal identifying information provided to specified
6 entities by certain persons for the purpose of
7 disaster recovery assistance; authorizing access to
8 such records and information for certain purposes;
9 providing for future legislative review and repeal of
10 the exemption; providing a statement of public
11 necessity; providing an effective date.

12
13 Be It Enacted by the Legislature of the State of Florida:

14
15 Section 1. Paragraph (f) of subsection (5) of section
16 119.071, Florida Statutes, is amended to read:

17 119.071 General exemptions from inspection or copying of
18 public records.—

19 (5) OTHER PERSONAL INFORMATION.—

20 (f) 1. The following information held by the Department of
21 Economic Opportunity, the Florida Housing Finance Corporation, a
22 county, a municipality, or a local housing finance agency is
23 confidential and exempt from s. 119.07(1) and s. 24(a), Art. I
24 of the State Constitution:

25 a. Medical history records and information related to
26 health or property insurance provided to the Department of
27 Economic Opportunity, the Florida Housing Finance Corporation, a
28 county, a municipality, or a local housing finance agency by an
29 applicant for or a participant in a federal, state, or local

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housing assistance program ~~are confidential and exempt from s.~~
~~119.07(1) and s. 24(a), Art. I of the State Constitution.~~

b. Property photographs and personal identifying
information of an applicant for or a participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster.

2. Governmental entities or their agents shall have access
to such confidential and exempt records and information for the
purpose of auditing federal, state, or local housing programs or
housing assistance programs.

3. Such confidential and exempt records and information may
be used in any administrative or judicial proceeding, provided
such records are kept confidential and exempt unless otherwise
ordered by a court.

4. Sub-subparagraph 1.b. is subject to the Open Government
Sunset Review Act in accordance with s. 119.15 and shall stand
repealed on October 2, 2025, unless reviewed and saved from
repeal through reenactment by the Legislature.

Section 2. The Legislature finds that it is a public
necessity that property photographs and personal identifying
information of an applicant for or participant in a federal,
state, or local housing assistance program for the purpose of
disaster recovery assistance for a presidentially declared
disaster, held by the Department of Economic Opportunity, the
Florida Housing Finance Corporation, a county, a municipality,
or a local housing finance agency, be made confidential and
exempt from s. 119.07(1), Florida Statutes, and s. 24(a),
Article I of the State Constitution. In response to a disaster,

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an agency, in an effort to determine damage and ascertain the estimated cost of rehabilitation, may conduct a property inspection to observe and record damage to the property. This information may be used to locate the damaged property and to identify and contact the property owner or tenant. Following a disaster, the people affected are vulnerable and frequently displaced due to the severely damaged and often uninhabitable condition of their residences. If released, property photographs and personal identifying information could be used by fraudulent contractors, predatory lenders, thieves, or individuals seeking to impose on the vulnerability of the distressed property owner or tenant following a disaster. Therefore, it is necessary that property photographs and personal identifying information be protected to ensure that those affected by a disaster are not harassed, intimidated, or potentially defrauded.

Section 3. This act shall take effect July 1, 2020.

REQUESTED MOTION: Approve Resolution and Change Order No. 1 for FEMA Public Assistance Grant Program Services related to Hurricane Ian reimbursement.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Consent

STRATEGIC PRIORITY: #5 Strengthen/Enhance City Finances

BACKGROUND:

On December 21, 2022, the City Council awarded the Request for Proposals for Federal Emergency Management Agency (FEMA) Public Assistance Grant Program Services, RFP 22-11, to thirteen qualified proposers and professional services agreements were executed with these vendors.

For Hurricane Ian reimbursement, FEMA Recovery Policy provides contributions to the City's management costs based on actual cost incurred up to 5% of the total award amount.

The City executed a Supplemental Task Authorization (STA) with Hagerty Consulting in the amount of \$50,000 to begin the process of requesting reimbursement. As the City continues to move through FEMA reimbursement process additional funding for contractual assistance is needed. Based upon the amount of projected costs currently submitted to FEMA, we request an additional allocation of \$175,000.

These contractual grant management costs are anticipated to be reimbursed by FEMA.

STAFF RECOMMENDATION: Approve Resolution and Supplemental Task Authorization.

ATTACHMENTS:

1. Resolution
2. Change Order

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

CITY OF BONTIA SPRINGS, FLORIDA
RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING
CHANGE ORDER NO.1 WITH HAGERTY CONSULTING FOR
FEMA PUBLIC ASSISTANCE GRANT PROGRAM SERVICES FOR
HURRICANE IAN IN THE AMOUNT OF \$175,000.

WHEREAS, On December 21, 2022, the City Council awarded the Request for Proposals for Federal Emergency Management Agency (FEMA) Public Assistance Grant Program Services, RFP 22-11, to thirteen qualified proposers and professional services agreements were executed with these vendors; and

WHEREAS, For Hurricane Ian reimbursement, FEMA Recovery Policy provides contributions to the City's management costs based on actual cost incurred up to 5% of the total award amount; and

WHEREAS, as the City continues to move through the FEMA reimbursement process additional funding for contractual assistance is needed.

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

Section 1. The foregoing recommendation is hereby approved.

Section 2. Hagerty Consulting Change Order #1 in the amount of \$175,000 is approved.

Section 3. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 21st day of June, 2023.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____

City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

Date filed: _____

EXHIBIT A

ICF Incorporated, LLC
1902 Reston Metro Plaza
Reston, VA 20190

Witt O'Brien's, LLC
818 Town & Country Blvd, Suite 200
Houston, TX 77024

Tidal Basin Government Consulting, LLC
400 International Parkway, Suite 300
Lake Mary, FL 32746

Goodwyn Mills Cawood, LLC (GMC)
One Tampa City Center
201 N. Franklin Street, Suite 250
Tampa, FL 33602

Hagerty Consulting, Inc.
1618 Orrington Avenue, Suite 201
Evanston, IL 60201

Innovative Emergency Management, Inc. (IEM)
2801 Slater Road, Suite 200
Morrisville, NC 27560

Hunt, Guillot and Associates, LLC (HGA)
9357 Interline Avenue
Baton Rouge, LA 70809

Aptim Environmental & Infrastructure, LLC
6401 Congress Avenue
Boca Raton, FL 33499

Integrated Solutions Consulting, Inc. (ISC)
220 South Buchanan Street
Edwardsville, IL 62025

DCMC Partners, LLC
400 Hilltop Terrace
Alexandria, VA 22301

The LSH Group, LLC
P.O. Box 07332,
Fort Myers, FL 33919

Tetra Tech, Inc.
9970 Bavaria Road
Fort Myers, FL 33913

Atkins North America, Inc.
1514 Broadway, Suite 202
Fort Myers, FL 33901

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

☒ Change Order Number: 1

☐ Supplemental Task Authorization Number: N/A

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

MISC. CONTRACT: Misc. FEMA PA Grant Program Services / SOLICITATION NUMBER: RFP-22-11

PROJECT NAME: FEMA PA Grant Program Services-Hurricane Ian / CONTRACT NUMBER: BSC-23-05-120

CONSULTANT: Hagerty Consulting / ACCOUNT NUMBER: 13.709.525.3130

REQUESTED BY: Lisa Roberson Finance / DATE OF REQUEST: 6/21/23

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

EXHIBIT A:	SCOPE OF PROFESSIONAL SERVICE:	DATED: 6/21/23
EXHIBIT B:	COMPENSATION & METHOD OF PAYMENT:	DATED: 6/21/23
EXHIBIT C:	TIME AND SCHEDULE OF PERFORMANCE:	DATED: 6/21/23
EXHIBIT D:	CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTOR(S):	DATED: 6/21/23
EXHIBIT E:	PROJECT GUIDELINES AND CRITERIA:	DATED: 6/21/23

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

This space intentionally left blank

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

ACCEPTED:	ATTEST:	CITY APPROVAL:
_____ Consultant Signature	_____ City Clerk	_____ City Manager (Under \$50,000)
_____ Print Name	_____ Date	_____ Date Approved
_____ Address	_____ Approved By:	_____ Approved By:
_____ Address	_____ City Attorney's Office	_____ Mayor, City Council for Bonita Springs
_____ Date Accepted	_____ Date Approved	_____ Date Approved
Corporate Seal		

Exhibit A

Scope of Professional Services
FEMA PA Grant Program Services – Hurricane Ian

Date: Enter date

☒ Change Order Number: 1

☐ Supplemental Task Authorization Number: N/A

Section 1 Changes to Professional Services

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

Section 2 Tasks

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

Tasks have not change – this change order is for additional allocation of funds

Exhibit B

Compensation and Method of Payment
FEMA PA Grant Program Services – Hurricane Ian

Date: June 21, 2023

☒ Change Order Number: 1

☐ Supplemental Task Authorization Number: N/A

Section 1 Change(s) in Compensation

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	FEMA Public Assistance (PA) Grant Program consulting services	\$175,000.00	NTE	
TOTAL		\$175,000.00		

Compensation and Method of Payment – Page 2
Enter project name

Section 2 Summary of Change(s) in Compensation

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

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
1	FEMA Public Assistance (PA) Grant Program consulting services	\$50,000.00	0.00	\$175,000.00	\$225,000.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
TOTAL		\$ 50,000.00	\$ 0.00	\$ 175,000.00	\$ 225,000.00

Exhibit C

Time and Schedule of Performance
FEMA PA Grant Program Services – Hurricane Ian

Date: June 21, 2023

☒ Change Order Number: 1

☐ Supplemental Task Authorization Number: N/A

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

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

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	FEMA PA Grant Program Services – Hurricane Ian	0	As needed

Time and Schedule of Performance – Page 2
FEMA PA Grant Program Services – Hurricane Ian

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

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

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

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
FEMA PA Grant Program Services – Hurricane Ian

Date: June 21, 2023

☒ Change Order Number: 1

☐ Supplemental Task Authorization Number: N/A

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

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

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

EXHIBIT E

Project Guidelines and Criteria
FEMA PA Grant Program Services – Hurricane Ian

Date: June 21, 2023

☒ Change Order Number: 1

☐ Supplemental Task Authorization Number: N/A

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

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

Item No. 1

None

EXHIBIT F

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

Vendor Covered Transactions

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

VENDOR:

Company Name

Unique Entity ID # (from SAM.gov)

Signature

Date

Print Name

Street Address

City

State

Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name

Date

REQUESTED MOTION: Approve Resolution for budget transfer of Land Acquired for Stormwater Purposes funding

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: Consent

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

The City has budgeted \$1,250,000 in the Land Acquired for Stormwater Purposes line item as a funding source for stormwater capital improvement projects which require land acquisition. As the Spring Creek/Bonita Springs Golf Course Flood Improvement requires the purchase of land for stormwater purposes, a budget line-item transfer is requested. This budget transfer will move funding from the Land Acquired for Stormwater Purposes project into Spring Creek/Bonita Springs Golf Course Flood Improvement project and will not increase the City's budgeted expenditures.

STAFF RECOMMENDATION: Approve Resolution for budget transfer.

ATTACHMENTS:

1. Resolution

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE BUDGET AMENDMENT FOR FISCAL YEAR 2022-2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2022, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2023, Fiscal Year 2022-2023; and

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

WHEREAS, as outlined in City Council agenda item 23-06-139 the City has budgeted \$1,250,000 in Land Acquired for Stormwater Purposes (30.250.538.6100) line item from the General Fund funding source for stormwater capital improvement projects which require land acquisition; and

WHEREAS, the Spring Creek/Bonita Springs Golf Course Flood Improvement requires the purchase of land for stormwater purposes and a budget line-item transfer is requested into project line item (30.250.538.6809).

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

1. The above "Whereas" clauses are true, correct, and incorporated herein by reference.

2. Transfer General Fund funding of \$1,250,000 from Land Acquired for Stormwater Purposes (30.250.538.6100) line item into the Spring Creek/Bonita Springs Golf Course Flood Improvement (30.250.538.6809) line item.

3. 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 21st day of June, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Bogacz
Purdon
Carr
Corrie

Fullick
Forbes
Steinmeyer

Date filed with City Clerk: _____

REQUESTED MOTION: Approve contract amendment #3 between the City and the Florida Department of Economic Opportunity (FDEO) for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Quinn/Downs/Dean West of Imperial Parkway Voluntary Home Buyout Program (VHBP) – Contract Agreement #I0086

REQUESTOR: Elly Soto McKuen

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 7) Government Transparency

BACKGROUND: The City received U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) funding for the Quinn/Downs/Dean West of Imperial Parkway Voluntary Home Buyout Program. City Council approved the \$5.0 million agreement on May 14, 2020 with a fully executed agreement received from FDEO on April 6, 2020.

Amendment #1 clarified certain contract language and was approved by City Council on February 3, 2021 and by FDEO on February 24, 2021.

Amendment #2 extended the grant end date by 36 months to April 6, 2023 and reflected a new FDEO contact person on December 15, 2021 and by FDEO on January 12, 2022.

Amendment #3 – extends the grant end date from April 6, 2023 to April 6, 2024 for contract agreement number I0086.

STAFF RECOMMENDATION: Approve contract amendment #3 with FDEO.

ATTACHMENTS:

1. FDEO VHBP Amendment #3

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

**AMENDMENT THREE
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
THE CITY OF BONITA SPRINGS**

On April 7, 2020, the State of Florida, Department of Economic Opportunity (“DEO”) and the City of Bonita Springs (“Subrecipient”), entered into agreement I0086 (“Agreement”). DEO and Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Section 4, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section 3 Period of Agreement is hereby deleted in its entirety and replaced with the following:

(3). Period of Agreement. This Agreement begins April 7, 2020, and ends April 6, 2024, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of the Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and the Director of DEO’s Office of Long-Term Resiliency approves such extension.

2. This Agreement is hereby reinstated as though it had not expired.
3. All other terms and conditions remain in effect.

~ Remainder of page intentionally left blank ~

DEO Agreement Number: I0086

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement I0086 as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF BONITA SPRINGS	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:	SIGNED:
RICK STEINMEYER	MEREDITH IVEY
MAYOR	ACTING SECRETARY
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By: _____

Approved Date: _____

REQUESTED MOTION: (Second Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, AMENDING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 4 – ZONING, TO AMEND SEC. 4-1052-BACKYARD HENS; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

REQUESTOR: John Dulmer & Sean Gibbons, Community Development

AGENDA: Public Hearing

STRATEGIC PRIORITY: N/A

BACKGROUND:

The City of Bonita Springs Backyard Hen Program began in 2012 as a pilot program to test the need and viability for allowing a limited number of permit holders, capped twenty-five (25) households, the ability to keep up to four (4) hens on the property, subject to corresponding permitting approval and regulatory standards. In 2014, the City Council chose to fully adopt and codify the program, while maintaining the twenty-five (25) household limit.

On May 3, 2023, City Council directed staff to prepare an ordinance to remove the limit of households allowed to have backyard hens. Staff has revised and updated the current regulation(s) to remove the twenty-five (25) household permit holder limit and updated code language for clarity and consistency.

The draft ordinance was unanimously recommended for approval by the Local Planning Agency at their June 8th LPA meeting.

STAFF RECOMMENDATION: Adopt revised Ordinance

ATTACHMENTS:

1. Revised Code Language (Sec. 4-1052. Backyard Hens) in Strike-Through/Underline Format.
-

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. 4-1052-BACKYARD HENS; 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, on December 5, 2012, adopted a two-year pilot program to permit backyard hens on a limited number of residential properties; and

WHEREAS, on December 17, 2014, City Council adopted Resolution No. 14-60 to extend the pilot program until such time that an ordinance could be adopted to codify the program; and

WHEREAS, on March 18, 2015, the City Council adopted Ordinance No. 15-06 creating a program under which no more than twenty-five permit holders at any given time could be allowed up to four (4) backyard hens on residential properties; and

WHEREAS, the City Council now wishes to amend the Ordinance to remove the limit of permit holders that may have backyard hens.

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 the Land Development Code, with deletions depicted with ~~strike throughs~~ 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 or 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: _____
Michael Sheffield, City Clerk

By: _____
Mayor Rick Steinmeyer

Reviewed for legal sufficiency:

By: _____
City Attorney's Office

Vote:

Steinmeyer

Bogacz

Purdon

Carr

Corrie

Fullick

Forbes

Date filed with City Clerk: _____

Sec. 4-1052. Backyard Hens.

- (a) *Purpose.* The City of Bonita Springs allows a ~~limited number of~~ permits for "backyard hens" that are kept in the backyards of single-family or duplex residential units under certain conditions. ~~At any time, only 25 households within the City of Bonita Springs may be permitted for backyard hens.~~
- (b) *Letter of determination for backyard hens.* The city manager or designee will review and approve applicants utilizing the Letter of Determination process at a fee of ~~\$50.00~~ 25.00, where applicants are selected based on meeting specific criteria contained in the backyard hens permit approved by this section.
- (1) Residents must apply for a Letter of Determination to allow hens in backyard coops.
 - (2) Community Development will issue a Letter of Determination, subject to subsection (c) of this section.
- (c) *Permit requirements.*
- (1) Applicants of single-family or duplex dwellings within the City of Bonita Springs may apply for a Letter of Determination by submitting an application, a site plan indicating proposed coop location, and preliminary plans for the covered coop to the Community Development Department. Community development has the final authority to approve or deny permit a permit. A staff representative will review the application and perform a site visit prior to final permit approval.
 - (2) Up to four (4) hens are allowed at a single-family or duplex residence.
 - (3) No sale of eggs or chicken products. Eggs should be consumed by household.
 - (4) Roosters are prohibited.
 - (5) Townhome, multi-family and similar units are prohibited from keeping hens.
 - (6) Hens must be contained within a covered chicken coop and fenced pen area. The coop and fenced pen area must be located in the rear half of the residential lot behind the principal structure. It shall be unlawful for any person to allow hens to run at large upon the streets, alleys, or other public places of the city, or upon the property of any other person.
 - (7) The coop and fenced pen area shall meet or exceed the zoning district's setbacks for accessory structures for the subject property and must be set back a minimum of 20 feet from any adjacent residential principal structure or accessory structure that contains a residential unit which is off the subject property (unless the adjacent neighbor agrees in writing to a lesser setback or a waiver of these requirements). ~~, and meets the zoning district's setbacks for accessory structures for the subject property.~~
 - (8) The coop and pen area must be kept in a clean sanitary manner, free of insects and rodents, offensive odors (odor must be undetectable at property line), excessive noise, or any other condition which could potentially cause a nuisance (i.e., the coop should be cleaned frequently). The coop shall be visually screened from view by the adjoining parcel (e.g., plants, fencing, or placed so it is out of sight). Stored feed must be secured in metal containers to prevent mice and other pests.
 - (9) No slaughtering of the hens is allowed on the subject site.
 - (10) As long as the coop is movable or prefabricated and is 12 square feet or less, no building permit is required. Stationary or affixed coops larger than 12 square feet will require an accessory structure building permit, a condition of which may be required to be removed upon ceasing to keep an active permit for over six months.
 - (11) If a resident decides not to continue with their permit, if the permit is revoked pursuant to section (4), or this section is repealed, the resident is responsible for finding appropriate homes for the hens.
 - (12) If this section is repealed, the city will mail notices to each active permit holder advising that they will need to relocate their hens, providing them at least 60 days' notice from the adoption of any ordinance repealing the backyard hens permit.
-

(d) *Revocation and transfer of permits.*

(1) *Revocation.* A permit may be revoked by the city for the following reasons:

- a. Inactivity. If a permit holder fails to obtain hens within six months of obtaining the permit.
- b. Inactivity. If a permit holder discontinues maintaining hens for a six-month period.
- c. If, after notice and reasonable time in which the grounds for revocation may be corrected, the resident fails to comply with any of the standards in this section, any condition of approval, or the diagram or plans.
- d. Revocation may also occur if there are more than three separate complaints occurring in a 90-day period arising from the backyard hens, such as loud noise at night, offensive smells, or roaming at large.
- e. If revoked, neither the resident nor anyone else on the same premises may reapply for a period for 12 months from the date of revocation. All hens must be removed from the property during any time the permit is revoked.

(2) *Transfer.* A permit issued pursuant to this section shall not be transferred to a subsequent property owner. Any subsequent property owner will be required to reapply for a permit pursuant to this section if the subsequent property owner wants backyard hens.

~~(3) *Priority status.* Any active permit holder who relocates to a new location may apply for a backyard hen permit with a priority status of not having to be waitlisted behind property owners who do not currently have a permit. The reason is to allow continuity of ownership for existing hens in Bonita Springs.~~

~~(4)~~(3) *Property owner withdrawal of consent.* The property owner may withdraw its consent to the permit at any time by submitting a letter instructing the city to cancel the permit. The letter must include evidence that the permit holder received notice of this withdrawal and the cancel date for the permit. The property owner may reinstate consent within 30 days from the cancel date, otherwise, a new permit application must be submitted to accommodate backyard hens.

(e) *Enforcement.* ~~Community Development will refer cases~~ Violations will be referred to the city's ~~code enforcement department~~ Neighborhood Services (Code Enforcement) Department when a person maintains hens on their property without a permit or violates the provisions of this section. Any person who violates any section of this section or fails to comply with any of its requirements may be prosecuted through the city's code enforcement process. The code enforcement officers may, in addition, or alternatively, to pursuing criminal penalties or seeking injunctive relief, bring violations before the code enforcement hearing examiner, in accordance with all of the provisions of, and pursuant to, the enforcement procedures established under section 2-107-et seq. Each separate occurrence of a violation of this section shall constitute a separate violation and shall be punishable as such.

REQUESTED MOTION: (Second Reading and Public Hearing) A REPEAL AND REPLACEMENT TO THE BONITA SPRINGS LAND DEVELOPMENT CODE; CHAPTER 7 — ENVIRONMENT, NATURAL RESOURCES AND MARINE FACILITIES, STRUCTURES AND EQUIPMENT—ARTICLE II — SEA TURTLES; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING AND AN EFFECTIVE DATE.

REQUESTOR: John Dulmer, Jacqueline Genson, and Laura Gibson, Community Development

AGENDA: Public Hearings

STRATEGIC PRIORITY: (4) Environment

BACKGROUND:

On April 19, 2023 City Council gave staff direction to proceed with changes to the Sea Turtle Ordinance, Article II, Chapter 7 of the Land Development Code.

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 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.

The Local Planning Agency found the amendment consistent with the Comprehensive Plan at their June 8, 2023 meeting.

Staff has made a few changes since the First Reading based on feedback from public comments.

STAFF RECOMMENDATION: Approve the replacement ordinance.

ATTACHMENTS:

1. Amendment Package in Strike-through/Underline format

REVIEWERS:

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

Council Action: Approved ___ Denied ___ Deferred ___ Other _____

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 23 – __

AN ORDINANCE OF THE CITY OF BONITA SPRINGS FLORIDA, REPEALING AND REPLACING THE BONITA SPRINGS LAND DEVELOPMENT CODE CHAPTER 7 ARTICLE II – SEA TURTLES; 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, Section 72 of the original City Charter adopted the Lee County Land Development Code, which included regulations pertaining to the protection and conservation of sea turtles; and

WHEREAS, on April 4, 2001, City Council adopted Ordinance 01-06 amending provisions of the Land Development Code relating to sea turtle conservation; and

WHEREAS, in December 2020, Florida Fish and Wildlife Commission issued an updated Model Lighting Ordinance for sea turtle protection; and

WHEREAS, it is in the best interest of the City to repeal and replace Chapter 7, Article II of the Land Development Code for clarity and consistency with the State’s standards.

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 the Land Development Code, with deletions depicted with ~~strike throughs~~ 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 June, 2023.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

By: Michael Sheffield, City Clerk

By: _____
Mayor Rick Steinmeyer

Reviewed for legal sufficiency:

By: _____
City Attorney's Office

ARTICLE II. SEA TURTLES¹

DIVISION 1. GENERALLY

Secs. 7-19—7-39. Reserved.

DIVISION 2. SEA TURTLE CONSERVATION

~~Sec. 7-40. Purpose and applicability of division.~~

~~The purpose and intent of this division is to protect endangered and threatened sea turtles along the Gulf of Mexico beaches in the city. This division protects nesting sea turtles and sea turtle hatchlings from the adverse effects of artificial lighting, provides overall improvement in nesting habitat degraded by light, and increases successful nesting activity and production of hatchlings on the beaches, as defined in this division.~~

~~(Ord. No. 01-06, § 1(14-71), 4-4-2001)~~

~~Sec. 7-41. Definitions.~~

~~When used in this division, the following words, terms and phrases have the meanings set forth below, except where their context clearly indicates a different meaning:~~

~~*Administrator* means the city manager, or his designee, who is responsible for administering the provisions of this division.~~

~~*Artificial lighting or illumination* means light emanating from a manmade point source (see *Point source of light*).~~

~~*Beach* means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves as more particularly described in section 7-49.~~

~~*Beach equipment* means any manmade, furniture, apparatus or paraphernalia designed, manufactured, intended for use or actually used on the beach or in the adjacent tidal waters. Examples include chairs, cabanas, lounges, benches, tables, tents, umbrellas, sailing vessels, canoes, kayaks, paddle vessels, jet skis, sailboards, surfboards, concession storage units, fishing gear, sporting equipment, and floatables.~~

~~*Bug type light* means any yellow-colored incandescent light bulb that is specifically treated in such a way so as to reduce the attraction of bugs to the light, but does not include bug-killing devices.~~

~~*Construction* means the carrying out of any building, clearing, filling, excavating or substantial improvement in the size or use of any structure or the appearance of any land. When appropriate to the context, the term "construction" refers to the act of constructing or the result of construction, and includes reconstruction or remodeling of existing buildings or structures.~~

¹State law reference(s)—Coastal areas used by sea turtles and rules for protection, restriction on local rules, F.S. § 161.163.

Cumulatively illuminated means illuminated by numerous artificial light sources that as a group directly or indirectly is visible from or illuminates any portion of the beach, dune or other sea turtle nesting habitat.

Decorative lighting means lighting used for aesthetic reasons, primarily landscaping.

DEP means Florida Department of Environmental Protection or successor agency.

Development has the same meaning stated in section 9-27.

Directly illuminated means illuminated by one or more point sources of light directly visible to an observer on the beach, dune, or other sea turtle nesting habitat.

Dune means a mound or ridge of loose sediments, usually sand-sized, lying landward of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation.

Existing development means completed development having received official approval in the form of a certificate of compliance, final building permit inspection, or other final governmental approval as of January 31, 1998, or development that was completed prior to the adoption of those requirements.

FWC means Florida Fish and Wildlife Conservation Commission or successor agency.

Ground-level barrier means any vegetation, natural feature or artificial structure rising from the ground intended to prevent beachfront lighting from shining directly, indirectly, or cumulatively onto the beach, dune, or other sea turtle nesting habitat.

Hatchling means any individual of a species of sea turtle, within or outside of a nest, that has recently hatched from an egg.

Indirectly illuminated means illuminated by one or more point sources of light not directly visible to an observer on the beach, dune, or other sea turtle nesting habitat.

Low-profile lighting means a light fixture, which places the low wattage source of light no higher than 48 inches above grade and is designed so that a point source of light does not directly, indirectly, or cumulatively illuminate sea turtle nesting habitat.

Mechanical beach cleaning means the one-time-only act of cleaning the beach with a motor-powered vehicle and beach cleaning equipment that must be approved by the DEP following a storm or fish kill event.

Nest means an area where sea turtle eggs have been naturally deposited or subsequently relocated by an authorized permittee of the FWC.

Nesting season means the hours from 9:00 p.m. until 7:00 a.m. during the period of May 1 through October 31 of each year.

New development means construction of new buildings or structures as well as renovation or remodeling of existing development, and includes the alteration of exterior lighting, occurring after the adoption of the ordinance from which this division is derived.

Point source of light means a manmade source of emanating light, including, but not limited to, incandescent, tungsten-iodine (quartz), mercury vapor, fluorescent, metal halide, neon, halogen, high-pressure sodium and low-pressure sodium light sources, as well as, lanterns, torches, campfires and bonfires.

Sea turtle means any marine dwelling reptile of the families Cheloniidae or Dermochelyidae found in Florida waters or using the beach as a nesting habitat, including *Caretta caretta* (loggerhead), *Chelonia mydas* (green), *Dermochelys coriacea* (leatherback), *Eretmochelys imbricata* (hawksbill), and *Lepidochelys kempi* (Kemp's ridley). For purposes of this division, sea turtle is synonymous with marine turtle.

Sea turtle nesting habitat means the beach, any adjacent dunes or areas landward of the beach used by sea turtles to deposit sea turtle eggs.

Tinted glass means any glass treated to achieve an industry approved, inside to outside light transmittance value of 45 percent or less.

(Ord. No. 01-06, § 1(14-72), 4-4-2001)

Sec. 7-42. Violations, enforcement of division and penalty.

~~(a) — Violations.~~

~~(1) — Failing in any respect to comply with the provisions of this division.~~

~~(2) — A rebuttable presumption that there is a violation of this division exists when:~~

~~a. — A shadow is created or cast by artificial lighting directly, indirectly, or cumulatively illuminating an opaque object in sea turtle nesting habitat during the nesting season; or~~

~~b. — The disorientation or mortality of a nesting sea turtle or sea turtle hatchling is caused by artificial lighting directly, indirectly, or cumulatively illuminating sea turtle nesting habitat during the nesting season.~~

~~(b) — Enforcement and penalty. Violations of this division will be prosecuted in accordance with chapter 2, article VII. The city may take action against the property owner, occupant or person otherwise responsible for causing the violation. In addition to code enforcement action, the city may pursue other legal means of obtaining compliance, including civil and criminal remedies, that are available by law.~~

(Ord. No. 01-06, § 1(14-73), 4-4-2001)

Sec. 7-43. Exemptions from division.

~~(a) — Research or patrol vehicles. Only authorized permittees of the DEP and FWC, and law or code enforcement officers conducting bona fide research or investigative patrols, may operate a motor vehicle on the beach or in sea turtle nesting habitat during the nesting season, so long as appropriate red-colored filters are used to ensure the safe operation of their vehicles.~~

~~(b) — Handicapped access. A wheelchair equipped with special beach friendly tires or approved conveyance for a person with a disability, which is actually used by the person with the disability, may operate on the beach during the nesting season.~~

~~(c) — Mechanical beach cleaning. During the nesting season mechanical beach cleaning requires a valid DEP beach cleaning permit, and must not occur before 9:00 a.m., may not disturb any sea turtle nest, and may only be performed following a storm or fish kill event.~~

~~(d) — Administrative exemptions. The administrator may authorize, in writing, any activity or use of lighting otherwise prohibited by this division for a specified location and period of time. The authorization must be for the minimum duration and applicants must make all reasonable efforts to minimize the amount of lighting from any point sources of light. Applicants must have prior approval by DEP, office of beaches and coastal systems before any administrative exemptions may be granted.~~

(Ord. No. 01-06, § 1(14-74), 4-4-2001)

Sec. 7-44. Existing development.

Existing development must ensure that a sea turtle nesting habitat is not directly, indirectly, or cumulatively illuminated by lighting originating from the existing development during the nesting season. The point source of light, any reflective surface of the light fixture, or cumulative glow must not be directly visible from the beach. Also, existing development must incorporate and follow the measures outlined in section 7-48(d) to reduce or eliminate interior light emanating from doors and windows visible from the beach, dune or other sea turtle nesting habitat. The reviewing staff will take into consideration the need for balancing pedestrian safety when reviewing any site lighting.

Sec. 7-45. New development.

New development must comply with the following requirements:

- (1) Artificial lighting must conform to the requirement of section 7-44. The reviewing staff will take into consideration the need for balancing pedestrian safety when reviewing any lighting plan.
- (2) A lighting plan must be submitted to the city for review prior to the earlier of building permit or development order issuance for all new development on the barrier islands identified in section 7-49, as follows:
 - a. For new development seaward of the coastal construction control line (CCCL), as defined in section 4-2 of this LDC, a copy of a DEP-approved lighting plan is required.
 - b. For new development landward of the coastal construction control line (CCCL), a lighting plan is required for all commercial and industrial development, and for all multi-story developments in multi-family zoning districts.
 - c. The location, number, wattage, elevation, orientation, fixture cut sheets, and all types of proposed exterior artificial light sources, including landscape lighting, must be included on the lighting plan. A city-approved lighting plan is required before a building permit will be issued.
 - d. Exterior light fixtures visible from the beach and sea turtle nesting habitat are considered appropriately designed if:
 1. Completely shielded downlight only fixtures or recessed fixtures having 25-watt yellow bug type bulbs and non-reflective interior surfaces are used. Other fixtures that have appropriate shields, louvers, or cutoff features may also be used, if they are in compliance with section 7-44.
 2. All fixtures are mounted as low in elevation as possible through the use of low-mounted wall fixtures, low bollards, and ground-level fixtures.
 3. All exterior lighting must be installed in such a manner and be so shielded that the cone of light will fall, substantially, within the perimeter of the property. Through the use of shielding and limitation upon intensity, ambient light traveling outward and upward, producing a sky glow, must be reduced to the greatest extent possible without unduly interfering with the intent and purpose of the exterior lighting in the first place.
 4. Decorative lighting, including, but not limited to, uplighting, is not permitted seaward of the coastal construction control line (CCCL).
 - e. Tinted glass or any window film applied to window glass which meets the defined criteria for tinted glass, must be installed on all windows and glass doors visible from the beach and must be included on the building permit plans.
 - f. Parking lot lighting must use poles no higher than 12 feet in height with shoebox-style fixtures. The minimum wattage of high pressure sodium or low pressure sodium bulbs is permitted. Low pressure sodium is recommended. Low profile lighting, such as bollards no greater than 48 inches in height and step lighting is encouraged.
 - g. Illuminated signs must conform to the requirements of this section. Reverse lighting signs are recommended, where the background is opaque and the letters/logo are illuminated from within the sign. If exterior lighting is used to illuminate the sign, the lights must be downlights with shields and louvers to pin point the light. The use of neon is not permitted.

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- (3) ~~Prior to the issuance of a certificate of occupancy (CO), the exterior lighting of new development must be inspected after dark by the city, with all exterior lighting turned on, to determine compliance with an approved lighting plan and this division.~~

(Ord. No. 01-06, § 1(14-76), 4-4-2001)

Sec. 7-46. Publicly owned lighting.

Streetlights and lighting at parks and other publicly owned beach access areas are subject to the following requirements:

- (1) ~~The beach must not be directly, indirectly, or cumulatively illuminated by newly installed or replaced point sources of light.~~
- (2) ~~Artificial lighting at parks or other public beach access points must conform to the provisions of section 7-44.~~

(Ord. No. 01-06, § 1(14-77), 4-4-2001)

Sec. 7-47. Additional regulations affecting sea turtle nesting habitat.

- (a) ~~Fires.~~ Fires are prohibited during the nesting season.
- (b) ~~Driving on the beach.~~ Driving or operating any engine powered vehicle, machine or implement, including any battery or electrical powered vehicle, machine or implement on sea turtle nesting habitat, specifically including the beach, is prohibited during the nesting season, except as allowed under section 7-43.
- (c) ~~Parking.~~ Vehicle headlights in parking lots or areas on or adjacent to the beach must be screened utilizing ground-level barriers to eliminate artificial lighting directly, indirectly, or cumulatively illuminating any sea turtle nesting habitat.
- (d) ~~Beach equipment.~~ From May 1 through October 31, all beach equipment must be removed from the beach as follows:
- (1) ~~All beach equipment must be removed from the beach between the hours of 9:00 p.m. and 7:00 a.m.~~
- (2) ~~The beach equipment must be moved behind the dune line and must not be placed on or destroy any dune vegetation. Where no dune line is present, a line will be projected from the closest areas on either side where such vegetation does exist.~~

(Ord. No. 01-06, § 1(14-78), 4-4-2001)

Sec. 7-48. Guidelines for mitigation and abatement of prohibited artificial lighting.

- (a) ~~Appropriate techniques to achieve lighting compliance include, but are not limited to, fitting lights with hoods or shields, utilizing recessed or down fixtures with low wattage bulbs, screening light with vegetation or other ground-level barriers, directing light away from sea turtle nesting habitat, utilizing low-profile lighting, turning off artificial light during the nesting season, motion detectors set on the minimum duration, spraying reflective surfaces within fixtures or globes on fixtures with a flat black grill or oven paint, and lowering the light intensity of the lamps to 25-watt yellow bug lights. Although plastic sleeves for fluorescent bulbs may help to reduce the amount of artificial light to an acceptable level if the bulbs are of sufficiently low wattage, additional shielding is still required as sea turtles are more sensitive to the wavelengths of fluorescent light.~~

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- (b) ~~Opaque shields for lights covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on its seaward side may be installed so that the light source or any reflective surface of the light fixture is not visible from a sea turtle nesting habitat.~~
 - (c) ~~Floodlights, uplights, spotlights, and decorative lighting directly, indirectly, or cumulatively visible from sea turtle nesting habitat should not be used during the nesting season.~~
 - (d) ~~Appropriate techniques to eliminate interior lighting directly, indirectly, or cumulatively illuminating the beach, include, but are not limited to, applying window tint film to windows, using tinted glass, moving light fixtures away from windows, closing blinds or curtains, and turning off unnecessary lights.~~

~~(Ord. No. 01-06, § 1(14-79), 4-4-2001)~~

~~Sec. 7-49. Gulf of Mexico beaches description.~~

- (a) ~~*Lover's Key group of islands, including Black Island.* Lover's Key group of islands includes those beaches westerly from that point beginning at the northernmost point bearing due north of the westernmost lands of the island group fronting on the Gulf of Mexico to a point being the southernmost point of the island group bearing due south; provided, however, that said northernmost and southernmost point that are subject to change as a result of natural erosion and accretion occurring to the beaches over time.~~
- (b) ~~*Big Hickory Island.* Big Hickory Island includes those beaches westerly from that point being the northernmost point of the island bearing due north to that point of the island in Big Hickory Pass being the southernmost point bearing due south; provided, however, that said northernmost and southernmost points are subject to change as a result of natural erosion and accretion occurring to the beaches over time.~~
- (c) ~~*Little Hickory Island (Bonita Beach).* Little Hickory Island includes those beaches westerly from that point being the northernmost point of the island bearing due north to that point being the county line on the south; provided, however, that the said northernmost and southernmost points are subject to change as a result of natural erosion and accretion occurring to the beaches over time.~~

~~(Ord. No. 01-06, app. B, 4-4-2001)~~

~~Secs. 7-50—7-71. Reserved.~~

Sec.7-40. - Purpose and Objective

The purpose and intent of this Article is to protect nesting and hatchling sea turtles on the beaches in the City of Bonita Springs by ensuring that the nesting habitat is not degraded by artificial light and other humanmade impacts to nesting habitat in an effort to facilitate successful nesting activity and hatching events. In order to further the objective of full implementation, this Article also includes provisions designed to educate residents and beach users on the benefits of appropriate coastal lighting and provides for regular inspections to ensure compliance with the acceptable lighting standards.

Sec.7-41. – Definitions

When used in this division, the following words, terms and phrases have the meanings set forth below, except where their context clearly indicates a different meaning:

Administrator means the city manager, or designee, who is responsible for administering the provisions of this division.

Artificial Lighting means light emanating from a human-made device.

Beach means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation.

Beach equipment means any manmade furniture, apparatus or paraphernalia designed, manufactured, intended for use or actually used on the beach and/or in the adjacent tidal waters. Examples include, without limitation, chairs, cabanas, lounges, benches, tables, tents, umbrellas, sailing vessels, canoes, kayaks, paddle vessels, jet skis, sailboards, surfboards, concession storage units, fishing gear, sporting equipment, and floatables.

Certified Wildlife Lighting means lighting fixtures and bulbs reviewed and approved with conditions of use through the Florida Fish and Wildlife Conservation Commission's Wildlife Lighting Certification Process and published at <https://myfwc.com/conservation/you- conserve/lighting/criteria/certified/>.

Construction means the carrying out of or result of any building, clearing, filling, excavating or substantial improvement in the size or use of any structure or the appearance of any land, including reconstruction or remodeling of existing buildings or structures.

Cumulatively Visible means light from numerous artificial light sources that collectively can be seen by an observer standing anywhere on the beach.

Directly Visible occurs when glowing elements, lamps, globes, or reflectors of an artificial light source can be seen by an observer standing anywhere on the beach.

Foot-Candle means the English unit for measuring illuminance; the uniform illumination of a surface one foot away from a point source of one candela; one lumen per square foot; equal to 10.76 lux.

Frontal Dune means the first natural or manmade mound or bluff of sand which is located landward of the beach and which has sufficient vegetation, height, continuity, and configuration to offer protective value.

Full Cutoff means a lighting fixture constructed in such a manner that no light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected at or above 90° as determined by photometric test or certified by the fixture manufacturer. As defined by the Illuminating Engineering Society, a BUG (Backlight, Uplight, Glare) rating, where U = 0 would be considered full cutoff compliant.

Fully Shielded means a lighting fixture constructed in such a manner that the glowing elements, lamps, globes, or reflectors of the fixture are completely covered by an opaque material to prevent them from being directly visible from the beach. Any structural part of the light fixture providing this shielding must be permanently affixed.

Ground-level Barrier means any vegetation, natural feature or artificial structure rising from the ground intended to prevent beachfront lighting from shining directly, indirectly, or cumulatively onto the beach, dune, or other sea turtle nesting habitat.

Indirectly Visible means light reflected from glowing elements, lamps, globes, or reflectors of an artificial light source that can be seen by an observer standing anywhere on the beach without the light source being directly visible.

Lighting plan means plan view and cross section drawings describing location, number, wattage, wavelength, elevation, orientation, fixture cut sheets, and all types of proposed exterior artificial light sources, including, but not limited to, artificial lighting affixed to permanent structures, outdoor lighting, pool lighting, and internally or externally lighted signs.

Long Wavelength means a lamp or light source emitting light wavelengths of 560 nanometers or greater and absent wavelengths below 560 nanometers.

Low-profile lighting means a light fixture, which places the low lumens source of light no higher than 48 inches above grade and is designed so that a point source of light does not directly, indirectly, or cumulatively illuminate sea turtle nesting habitat.

Mechanical beach cleaning (or raking) means the act of cleaning the beach with a motor-powered vehicle and beach cleaning equipment.

Nest means an area where sea turtle eggs have been naturally deposited or subsequently relocated by an authorized permittee of the FWC.

Nesting Season means sea turtle nesting on the beaches of the City of Bonita Springs during the period of May 1 through October 31 of each year. Nesting season may be extended before or after these dates on an annual basis based on nesting activity observed in the City.

New construction means all new construction of or additions and alterations to buildings, pools, pavement, other structures, landscape areas, or lighting systems, including the change or resumption of land use.

Nighttime means the locally effective time period between sunset and sunrise during nesting season.

Non-egress Lighting means exterior lighting that is not being used to light a distinct route or meet minimum requirements for emergency access to or from a building, including but not limited to decorative lights (e.g. strobe lights, string lights, etc.), balcony lights, landscape lights, and uplights.

Outdoor Area means any portion of a property that could have an artificial light source not attached to a permanent structure, including but not limited to pathway lighting, landscape lighting, pool lighting, etc.

Sea Turtle means any turtle, including all life stages from egg to adult, of these species: Green (*Chelonia mydas*), Leatherback (*Dermochelys coriacea*), Loggerhead (*Caretta caretta*), Hawksbill (*Eretmochelys imbricata*), and Kemp's ridley (*Lepidochelys kempi*). For the purposes of this ordinance, the term sea turtle is synonymous with marine turtle.

Sea Turtle Nesting Habitat means all sandy beaches adjoining the waters of the Gulf of Mexico and all inlet shorelines of those beaches. Nesting habitat includes all sandy beach and unvegetated or sparsely vegetated dunes immediately adjacent to the sandy beach and accessible to nesting female turtles.

Temporary Lighting means any non-permanent light source that may be hand-held or portable including but not limited to tiki torches, lanterns, flashlights (including cell phone flashlights), candles, flash photography, etc.

Tinted glass means any glass modified via tinting, film or other material to reduce the inside to outside light transmittance value.

Sec. 7-42. –Sea Turtle Lighting District; Applicability

- (a) An overlay district, known as the Sea Turtle Lighting District, is hereby established and shall include all properties on the barrier islands within the City of Bonita Springs that may produce artificial light directly, indirectly, or cumulatively visible from any portion of the beach, regardless of whether those properties are beachfront properties.
- (b) The provisions of this Article apply to new and existing artificial lighting visible from the beach from all buildings and related infrastructure, including streetscapes, parking lots, outdoor areas, landscaping, as well as public parks and recreational areas and all other activities within the City of Bonita Springs which may adversely affect sea turtle nesting habitat.
- (c) The provisions of this Ordinance are not intended to prevent the use of any design, materials or method of installation or operation not specifically prescribed herein, provided any such alternate has been approved. The Administrator may approve any such proposed alternate provided it:
 - (1) Provides at least approximate equivalence to the applicable specific requirements of this Ordinance; and
 - (2) Is otherwise satisfactory or complies with the intent of this Ordinance; and
 - (3) Has been designed or approved by a registered lighting or electrical engineer and is supported by calculations showing that the design submitted meets the intent of this Article. This sub-section shall not have the effect of waiving the lumen caps specified in this Article; and
 - (4) Has been determined to meet requirements for Certified Wildlife Lighting and/or lights that meet FWC's Wildlife Lighting Guidelines, including long wavelength light sources (without the use of filters), full cut-off, and fully shielded fixtures.

Sec. 7-43. - Annual Public Notice

At least thirty days prior to the commencement of every sea turtle nesting season, the City of Bonita Springs shall provide notice to affected persons of the provisions contained in this Ordinance via mailing or City website.

Sec. 7-44. – General Lighting Provisions

- (a) The following standards for artificial light sources and other activities conducted in sea turtle nesting habitat are intended to help minimize harmful effects of light pollution in sea turtle nesting areas during nighttime hours of sea turtle nesting season. The use of Certified Wildlife Lighting will provide the highest level of protection for nesting sea turtles and their hatchlings. Certified Wildlife Lighting refers to lighting fixtures and bulbs reviewed and approved through the Florida Fish and Wildlife Conservation Commission's Wildlife

Lighting Certification Process and published at <https://myfwc.com/conservation/you-conserve/lighting/criteria/certified/>. Certified Wildlife Lighting and/or lights that meet FWC's Wildlife Lighting Guidelines, must be installed and maintained according to the approved conditions of use to achieve the light pollution reduction objectives of this Ordinance.

- (b) New construction refers to all new construction of or additions and alterations to buildings, pools, pavement, other structures, landscape areas or lighting systems, including the change or resumption of land use. The most protective lighting standards apply to new construction visible from the beach.
- (c) Existing artificial lighting refers to lighting fixtures, sources and systems operating prior to the effective date of this ordinance. Existing lights and light sources that are visible from the beach shall be replaced or modified to conform to standards given in Section 7-50. In order to bring existing lighting systems into future compliance with this Article, standards for new coastal construction shall be applied when permits are sought for new structures or the alteration, movement, enlargement, replacement or installation of new lighting systems.

Sec. 7-45 Exterior and Interior Lighting Affixed to New Structures, New Construction and Improvements to Existing Structures

- (a) All lighting affixed to the exterior of new permanent structures, construction or additions shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.
- (b) As an exception to subsection (a) above, non-egress lighting may be affixed to the landward exterior of permanent structures provided that the fixtures are fitted with a long wavelength source and are not directly, indirectly, or cumulatively visible from any portion of the beach.
- (c) Lighting at egress points shall be limited to the minimum number of fixtures and foot-candles necessary to meet federal, state, and local safety requirements.
- (d) Locations including but not limited to stairwells, elevators, parking garages, or courtyards shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach. Light screens, shades or curtains shall be used to block visibility of interior lights from the beach. Light screens shall be used on open or enclosed staircases on the seaward or shore-perpendicular side of a building or for parking garages to limit visibility of lights from the nesting beach.
- (e) All glass windows, walls, railings and doors on the seaward and shore-perpendicular sides of any new construction shall use tinted glass or window film applied to glass with an inside to outside light transmittance value of forty-five percent (45%) or less.
- (f) Emergency lights are not subject to the above standards if on a separate circuit and activated only during power outages or other situations in which emergency lighting is necessary for public safety.
- (g) Prior to the issuance of a certificate of occupancy (CO), lighting of new construction must be inspected by the City after dark and with all lighting turned on in order to determine compliance with an approved lighting plan and this division.

Sec. 7-46 - Outdoor Areas

- (a) All lighting of outdoor areas shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.

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- (b) Lighting of paths, walks and routes of building access shall use low level fixtures such as step, paver, path, recessed wall or bollard lights. Bollard lights are not to exceed 42 inches in height and other low-level fixtures are to meet the height requirements of FWC's Wildlife Lighting Guidelines. Fixtures shall be downward directed and utilize long wavelength lamps and beachside shields.
 - (c) As an exception to subsection (a) above, non-egress outdoor lighting may be installed landward of buildings or other opaque structures provided that they are fitted with long wavelength light sources and are not directly, indirectly, or cumulatively visible from any portion of the beach.
 - (d) Internally or externally illuminated signs shall be designed, positioned, shielded and/or screened in such a manner that they do not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach.
 - (e) Ponds and fountains on the seaward and shore-perpendicular sides of any structures shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach.
 - (f) Fire pits and any other object emitting flames, including gas-lit fire tables, located on the seaward and shore-perpendicular sides of any structure shall be shielded with an opaque structure or partition, and positioned such that the flame is not directly, indirectly, or cumulatively visible from any portion of the beach. Bonfires, bonfire pits, and tiki torch like fire posts are prohibited within seaturtle nesting habitat during sea turtle nesting season.
 - (g) Televisions or other illuminated screens shall be located landward of the dune and shall be shielded or positioned such that they are not directly, indirectly, or cumulatively visible from the beach.

Sec. 7-47 - Parking Areas and Roadways

- (a) All lighting of parking areas and roadways shall be long wavelength, downward directed, full cutoff, fully shielded, and mounted to the minimum level required to maintain compliance with federal, state and local law.
- (b) Parking area and roadway lighting shall be shielded from the beach via vegetation, natural features, or artificial structures rising from the ground. These shall prevent artificial light sources, including but not limited to vehicular headlights, from producing light that is directly, indirectly, or cumulatively visible from any portion of the beach.
- (c) Lighting of roadways and parking areas shall produce no more lighting than the minimum requirement as outlined by federal, state and local law.
- (d) Lighting of parking areas and roadways shall consist of either:
 - 1. Ground-level downward-directed fixtures, equipped with interior dark-colored, non-reflective baffles or louvers, mounted either with a wall mount, on walls or piles, facing away from the beach, or
 - 2. Bollard-type fixtures, which do not extend more than 42 inches above the adjacent floor or deck, measured from the bottom of fixture, equipped with downward-directed louvers that completely hide the light source, and externally shielded on the side facing the beach, or
 - 3. Pole-Mounted Lights, if required, shall adhere to the restrictions located in subsection 7-47(e).

(e) Pole-mounted lights shall only be used in parking areas and roadways when mounting the lights at lower elevations cannot practicably comply with minimum light levels set forth in applicable federal and state laws designed to protect public safety. If required, pole-mounted lights shall be:

- a Located on the landward sides of buildings and shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach,
- b. Mounted at the minimum height required to meet the minimum light level requirement, and
- c. Downward-directed onto non-reflective surfaces.

(f) Equipment yards, storage yards, and temporary security lights shall also adhere to the lighting restrictions contained in this Section.

Sec. 7-48 - Pool Areas

- (a) Lighting of pool decks, pool facilities, swimming pools, and spas shall be long wavelength and fully shielded.
- (b) Lighting of the pool water surfaces and the pool wet deck surfaces shall comply with the minimum light levels set forth in applicable federal and state laws designed to protect public safety.
- (c) Above-water lighting of pool decks, pool facilities, swimming pools, and spas shall otherwise adhere to the applicable requirements for acceptable light fixtures contained in this Ordinance.
- (d) Underwater lighting of pools or spa light shall:
 - (1) Be mounted horizontally in the wall; and
 - (2) Not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach; and
 - (3) Shall comply with minimum light levels set forth in applicable federal and state laws designed to protect public safety.

Sec. 7-49 - Beach Access Points and Dune Walkovers

- (a) Lighting of public or private beach access points shall be located and configured to only illuminate areas landward of the beach and frontal dune. All lighting of beach access points shall be long wavelength, downward directed, full cutoff and fully shielded and shall not be directly, indirectly, or cumulatively visible from the beach.
- (b) Lights are allowable on dune walkovers or elevated boardwalks only as required for building code purposes and may only be installed landward of the frontal dune. Walkover lighting shall not be directly, indirectly or cumulatively visible from the beach.

Sec 7-50 - Existing Exterior and Interior Lighting

- (a) In the event that impermissible light pollution exists, property owners shall reduce or eliminate the negative effects of existing exterior artificial lighting through the following measures:
 - (1) Reposition, modify or remove existing lighting fixtures so that the point source of light or any reflective surface of the light fixture is no longer directly, indirectly or cumulatively visible from the beach;

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- (2) Replace fixtures having an exposed light source with fully shielded fixtures;
 - (3) Replace any light source, light bulb or lamp that is not long wavelength (e.g. incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g. LED or low pressure sodium) light source or lamp available for the specific application;
 - (4) Replace non-directional fixtures with directional fixtures that point down and away from the beach;
 - (5) Provide shields for fixtures visible from the beach and not practical to immediately be replaced. Beachside shields are to cover 270 degrees and extend below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;
 - (6) Replace pole lamps with low-profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;
 - (7) Plant or improve vegetation buffers between the light source and the beach to screen light from the beach;
 - (8) Construct a ground level barrier landward of the beach and frontal dune to shield light sources from the beach. Ground-level barriers are to be considered a last resort when no other remediation of the light source is feasible. Ground level barriers may be subject to state coastal construction control line regulations under section 161.053, Florida Statutes, and must not interfere with sea turtle nesting or hatchling emergence, or cause short- or long- term damage to the beach and dune system;
 - (9) Remove or disable any fixture not required for minimum lighting purposes which cannot be brought into compliance with the provisions of these standards.
- (b) In the event that impermissible light pollution exists, property owners shall take one or more of the following measures to minimize interior light emanating from doors and windows within line-of-sight of the beach:
- (1) Apply window tint or film that meets the light transmittance standards for tinted glass;
 - (2) Rearrange lamps and other moveable fixtures away from windows;
 - (3) Use opaque shades or room darkening window treatments (e.g., blinds, curtains, screens) to shield interior lights from the beach.

Sec. 7-51 – Special Events, Motor Vehicles, and Temporary Lighting

- (a) Lighting associated with a special event or private event that may directly, indirectly, or cumulatively be visible from any portion of the beach shall not be authorized at nighttime during sea turtle nesting season.
- (b) The operation of all motorized vehicles, except as exempted herein, shall be prohibited on the beach at nighttime during sea turtle nesting season.
 - 1. *Research or patrol vehicles.* Only authorized permittees of the DEP and FWC, and law or code enforcement officers conducting bona fide research or investigative patrols, may operate a motor vehicle on the beach or in sea turtle nesting habitat during the nesting season, so long as appropriate red-colored filters are used to ensure the safe operation of their vehicles.
 - 2. *Handicapped access.* A wheelchair equipped with special beach friendly tires or approved conveyance for a person with a disability, which is actually used by the person with the disability, may operate on the beach during the nesting season.

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3. Mechanical beach cleaning. During the nesting season mechanical beach cleaning requires a valid DEP beach cleaning permit, and must not occur before 9:00 a.m., may not disturb any sea turtle nest, and may only be performed following a storm or fish kill event.
 4. Administrative exemptions. The administrator may authorize, in writing, any activity or use of lighting otherwise prohibited by this division for a specified location and period of time. The authorization must be for the minimum duration and applicants must make all reasonable efforts to minimize the amount of lighting from any point sources of light. Applicants must have prior approval by DEP, office of beaches and coastal systems before any administrative exemptions may be granted.
- (c) Within sea turtle nesting season, temporary work zone lighting for roadway construction and during declared emergencies shall be directed away from the beach to avoid illumination of or direct visibility from the beach. Work zone luminaires shall be shielded to avoid lighting areas outside of the immediate construction area.
- (d) All other temporary construction lighting shall be:
- (1) Inclusive of all the standards of this Section, including using fixtures that are long wavelength, downward directed, full cutoff, and fully shielded so light is not directly or indirectly visible from the beach, and
 - (2) Turned off during nighttime in sea turtle nesting season, or if authorized during sea turtle nesting season, shall only be allowed from 7:00am to 9:00pm and must be restricted to the minimal amount necessary, and shall incorporate all the standards of this Section, and
 - (3) Mounted less than eight feet above the adjacent floor or deck, measured from the bottom of fixture, and
 - (4) Restricted to the minimal number of foot-candles necessary to conform to the applicable construction safety regulations.
- (e) Handheld and other portable temporary lighting shall not be directed toward or used in a manner that disturbs sea turtles or other coastal wildlife.

Sec. 7-52. Additional regulations affecting sea turtle nesting habitat.

- (a) Beach equipment. From May 1 through October 31, all beach equipment must be removed from the beach between the hours of 9:00 p.m. and 7:00 a.m. The beach equipment must be moved behind the dune line and must not be placed on or destroy any dune vegetation. Where no dune line is present, beach equipment must be stored adjacent to a permanent structure on the property. In the event that a dune line is not present and no permanent structure exists, beach equipment must be stored landward of the 1978 Coastal Construction Control Line and in a manner that prevents sea turtle entanglement.
- (b) Irrigation. Only temporary above ground irrigation may be installed on the seaward side of the 1978 Coastal Construction Control Line and within sea turtle nesting habitat and must be removed no later than one year from the date of planting. Temporary irrigation must be turned off within 50 feet of a sea turtle nest.
- (c) Other uses and activities. Any accessory structures or landscaping alterations to the beach and dune area seaward of the primary structure or 1978 Coastal Construction Control Line shall be approved by the City with a Beach and Dune permit meeting the following requirements:

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- (1) Limited to 1000 square feet as allowed by the Florida Department of Environmental Protection. FDEP permitting required.
 - (2) No items or materials that may cause entrapment or harm to nesting sea turtles or hatchlings, such as mesh-type garden netting, shall be permitted.
 - (3) The area of alteration may be limited for the preservation of sea turtle nesting habitat based on the historical limits of nesting activity.
 - (4) Herbicides, pesticides and other regulated chemicals shall not be applied in this area.
 - (5) Restoration shall be required for any unpermitted human alteration activities. A restoration plan for the beach and dune area shall be reviewed and approved with the City's Beach and Dune Permit.

Sec. 7-53. -Violations and Enforcement.

- (a) Violations of this division will be prosecuted in accordance with Chapter 2, Article XI of this Code. The city may take action against the property owner, occupant or person otherwise responsible for causing the violation. In addition to code enforcement action, the city may pursue other legal means of obtaining compliance, including civil and criminal remedies, that are available by law.

REQUESTED MOTION: Approve renewal and extension of mortgage to Pueblo Bonito, Ltd

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY:

BACKGROUND:

On July 5, 2006, Bonita Springs City Council approved the execution of loan mortgage in favor of Partnership In Housing, Inc., for Pueblo Bonito Phase III, for a rental project from the Affordable Housing Trust Fund, in the amount of \$400,000.

The objective of the mortgage is to secure repayment in the event that the property is no longer used as rental affordable housing. There is a 2% interest rate, but the terms of that note do not require payment of interest as long as the makers comply with the mortgage conditions.

While mortgage has been reaffirmed and subrogated previously pursuant to refinancing of superior mortgages over the years, the City's mortgage term ended in December 2022. Rather than call the note, staff is recommending renewing the mortgage for an additional term to continue the City's partnership with Pueblo Bonito in providing affordable housing.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Fourth Mortgage and Fourth Mortgage Note
2. Draft Renewal and Extension

REVIEWERS:

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

Rec. 69.50
Int. Tax 1,400.00
Deputy Clerk 800.00
Original Copy 9.50

THIS INSTRUMENT PREPARED BY:
Curtis D. Hamlin, Esq.
Porges, Hamlin, Knowles, Prouty,
Thompson & Najmy, P.A.
P.O. Box 9320
Bradenton, Florida 34206

THIS SPACE FOR RECORDING

MORTGAGE

THIS MORTGAGE is made this 11th day of June, 2007, by Pueblo Bonito, Ltd., a Florida limited partnership ("Mortgagor") whose office address is 1520 Royal Palm Square, Suite 360, Fort Myers, FL 33919, in the favor of CITY OF BONITA SPRINGS, a political subdivision in the State of Florida, ("Mortgagee") whose address is City of Bonita Springs, 9101 Bonita Beach Road, Bonita Springs, FL 34135, which terms, "Mortgagor" and "Mortgagee," shall include legal representatives, successors, and assigns.

Mortgagor is justly indebted to Mortgagee in the principal sum of FOUR HUNDRED THOUSAND AND NO/100 dollars (\$400,000), which is evidenced by a Mortgage Note (the "Note") executed by Mortgagor in favor of Mortgagee dated of even date, the terms and conditions of which are incorporated in and made a part of this Mortgage by reference. The Note provides for payments of principal and interest in the manner stated in the Note and has a maturity date of June 11th, 2022.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note and the performance of the covenants and agreements contained in this Mortgage and the Note, Mortgagor does hereby grant unto Mortgagee all that certain land situated in City of Bonita Springs, Florida, more particularly described as follows:

LEGAL DESCRIPTION OF PROPERTY

See Exhibit "A" attached.

TOGETHER with all and singular the tenements, easements, and appurtenances, and all structures, buildings, and improvements of every kind and description now or hereafter on the land shall be deemed to be and remain a part of the real Property covered by this Seventh Mortgage.

All of the above described Property and interests are referred to in this Mortgage as the "Premises."

Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the Premises in fee simple and has full power and lawful right to convey the Premises; that the Premises are free from all encumbrances except for a Multifamily Mortgage, Assignment of

Rents and Security Agreement given to Neighborhood Lending Partners of West Florida, Inc. ("First Mortgage"); a Mortgage and Security Agreement given to the Florida Housing Finance Corporation ("Second Mortgage"); four Mortgages and Security Agreements given to Lee County ("Lee County Mortgages"), (the First, Second, and Lee County Mortgages are collectively referred to as the "Senior Mortgages"). Mortgagor will make such other and further assurances to perfect the fee simple title to the Premises by Mortgagee as may reasonably be required; and Mortgagor fully warrants and will defend generally the title to the Premises against the lawful claims of all persons whomsoever. This Mortgage is expressly made subject and subordinate to the terms and conditions specified in the Senior Mortgages.

All rental and special needs housing must be rented at affordable rates (i.e. rents will not exceed those limits adjusted for number of bedrooms published by the Florida Housing Finance Corporation) to qualified occupants for a period of fifteen years following the date of this Mortgage ("Affordability Period"). If the property is transferred before expiration of the Affordability Period, the full amount of this Mortgage will be due to the City of Bonita Springs upon the date of such transfer. If the new buyer is eligible for the SHIP Program, this Mortgage may be assumed so long as all other requirements are met. All assisted rental and special needs properties offered for sale prior to 15 years must be subject to a right of first refusal for purchases at the current market value less the amount of the subsidy secured by this Mortgage, to eligible nonprofit organizations that would provide continued occupancy by eligible persons.

AND SO LONG AS the Premises are subject to the Senior Mortgages, Mortgagor agrees that Mortgagor shall perform all of Mortgagor's obligations under the Senior Mortgages, including making payments when due.

FURTHERMORE, any default by Mortgagor under any Senior Mortgage shall constitute a default under this Mortgage, and Mortgagee shall have all the rights and privileges granted to it under this Mortgage in the event of such default.

ADDITIONALLY, Mortgagee, at its election, and without notice to Mortgagor, may make, but shall not be obligated to make, any payments Mortgagor has failed to make under the Senior Mortgages. Mortgagee may add the amount of those payments to the principal debt secured by this Mortgage. Any payment by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of the Mortgagor's default under this Mortgage.

PROVIDED ALWAYS that if Mortgagor pays to Mortgagee the principal sum of the Note and all other sums secured by this Mortgage and performs and complies with all the provisions of this Mortgage and the Note, then this Mortgage and the estate granted by it shall cease and become void.

AND MORTGAGOR COVENANTS and agrees to be bound by the following terms and conditions until the indebtedness secured by this Mortgage is fully repaid:

1. **Performance.** The Mortgagor expressly covenants and agrees to perform, comply with, and abide by, each and every one of the covenants, stipulations, agreements, and conditions contained and set forth in the Note, this Mortgage and any and all other documents and instruments executed and delivered by the Mortgagor to and in favor of the Mortgagee as

security for, evidence of, or otherwise connected with, or incidental to, the loan transaction evidenced by the Note and secured by this Mortgage.

2. Payment of Indebtedness. Mortgagor shall promptly pay when due all principal and interest and others sums of money payable according to the terms of the Senior Mortgages and this Mortgage.

3. Taxes and Assessment. Mortgagor shall pay, before they become delinquent, all taxes, assessments, and encumbrances of every nature that may for any and all purposes be payable, assessed, or imposed on the Premises or any part thereof. Notwithstanding the foregoing, Mortgagor shall have the right to contest any tax or assessment made against the Premises provided that Mortgagor shall comply with the appropriate procedures for such contest established by law, ordinances, or otherwise.

4. No Waste. Mortgagor will permit, commit, or suffer no waste, impairment, or deterioration of the Premises and will keep and maintain all improvements now and hereafter on the Premises in sound condition and good repair.

5. Insurance. Mortgagor shall keep the structure(s) and eligible appurtenant structure(s) insured against loss by the perils of fire, extended coverage, vandalism, and malicious mischief (FEC, V & MM) for an amount equal to or greater than the actual cash value (ACV) of the said structure(s) and appurtenant structure(s). The amount of coverage shall comply with the policy coinsurance requirements, if any. The policy shall name the City of Bonita Springs as a Seventh Mortgagee and shall be with insurers acceptable to the City. The Mortgagor shall provide a certificate of insurance to the City of Bonita Springs City Clerk prior to the closing of the mortgage agreement. Said certificate shall provide a minimum of ten (10) days prior notice of cancellation.

The Mortgagor agrees that the City does not in any way represent that the type or amount of insurance is sufficient or adequate to protect the Mortgagor's interests or liabilities, but is merely a minimum. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives which indicate less coverage than required does not constitute a waiver of the Mortgagor's obligation to fulfill the insurance requirements herein.

The beneficiaries' rights to collect and apply insurance proceeds are subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the First Mortgage.

6. Right to Cure. In the case of any breach under this Mortgage by Mortgagor, Mortgagee may, at its option, and after at least 10 days notice to Mortgagor, expend any sums necessary to cure such default, and all sums so expended shall be secured by this Mortgage and shall bear interest at the rate of 2 percent over the "Prime Rate" (defined below) per annum. The Prime Rate shall be as published in the Money Rates Section of The Wall Street Journal, adjusted on each published change in said rate (each a "Prime Adjustment Date"). In the event that The Wall Street Journal shall cease to publish the Prime Rate in the Money Rates Section, Mortgagee shall, in its sole discretion, select a comparable money center bank index and give notice thereof to Mortgagor.

7. Acceleration. The whole of the indebtedness secured by this Mortgage shall become due and payable, at the option of Mortgagee:

- a. After default in the performance of any covenant in this Mortgage which remains uncured for 15 days after notice of default, unless such default cannot, with due diligence, be cured within such 15 day period, in which case Mortgagor must within such period proceed promptly to cure the same and thereafter prosecute the curing of such default in good faith and with diligence and continuity, or
- b. Upon institution of foreclosure proceedings of any other mortgage or lien affecting the Premises which is not dismissed within 90 days.

Upon the occurrence of an event of default that is not cured after applicable notice, this Mortgage may be foreclosed, and all cost and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. Senior lender shall be notified in writing of all default and acceleration proceedings.

8. Occupancy, Encumbrance, Transfer of Premises. The Mortgagor shall notify the Mortgagee in the event the Mortgagor vacates, transfers, assigns, sells, refinances, mortgages, or in any manner encumbers or disposes of all or a portion of, or any interest in the Premises. Upon the happening of any such event, and at the Mortgagee's option, the whole amount of the indebtedness secured by this Mortgage shall become immediately due and payable and shall bear interest at the rate of 2 percent over the Prime Rate from the date of such transfer, assignment, sale, refinancing, mortgage, or other conveyance until paid in full. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinancing, mortgage, or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. So long as the Note secured hereunder remains outstanding, the Mortgagor shall neither voluntarily or involuntarily permit the Mortgaged Property or any part thereof to become subject to any other lien, mortgage, security interest or encumbrance of any kind whatsoever without the prior written consent of the Mortgagee. In no event shall this provision prohibit or restrict leases in the normal course of the operation of the property as a rental housing complex.

9. Conversion to Condominiums or Home Ownership. The Mortgagor shall not convert the dwelling units in the project to condominium ownership, home ownership or to any form of cooperative ownership wherein rents are not affordable to lower income households (as these terms "affordable" and "lower income households" may be defined by the City) as determined by guidelines periodically updated by the Department of Housing and Urban Development.

10. Tenant Discrimination. The Mortgagor shall comply with all applicable federal, state and local laws and regulations prohibiting housing discrimination. The Mortgagor shall not discriminate against or deny occupancy to any tenant or prospective tenant by reason of race, color national origin, sex, religion, disability, marital status or because the tenant has a minor child or children who will be residing with them, unless the project is one reserved for elderly tenants. The Mortgagor shall not discriminate against or deny occupancy to any tenant or

prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any federal, state, or local housing assistance program.

11. Receiver. In the event suit is instituted to foreclose this Mortgage or to enforce payment of any claims under this Mortgage, Mortgagee shall be entitled to the appointment of a receiver to take charge of the Premises, to collect the rents, and to care for the Premises, and such appointment shall be made by the court having jurisdiction thereof as a matter of absolute right to the Mortgagee, and all rents, profits, incomes, issues, and revenues of the Premises are hereby assigned and pledged as further security for payment of the Mortgage indebtedness, with the right on the part of Mortgagee at any time after default under this Mortgage to demand and receive and apply the same to the indebtedness secured by this Mortgage.

12. Condemnation. In the event all or any part of the Premises shall be condemned or taken for public use under powers of eminent domain, the proceeds of any award or claim for damages, direct or consequential, connected with the condemnation or taking are hereby assigned and shall be paid to Mortgagee subject and subordinate to the senior lien holder to collect and apply such proceeds in accordance with the First Mortgage up to the amount of the outstanding indebtedness secured by this Mortgage. Such condemnation or application shall not otherwise affect or vary the obligation of Mortgagor to pay the indebtedness.

13. Notice. Any Notices permitted or required under this Mortgage or the Note shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows or as otherwise designated by written notice given in the same manner:

As to Mortgagor: Pueblo Bonito, Ltd.
1520 Royal Palm Square, Suite 360
Fort Myers, FL 33919

As to Mortgagee: City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

14. Parties Bound. This Mortgage shall be binding on and inure to the benefits of the parties and their respective administrators, successors, and assigns. Mortgagor's covenants and agreements shall be joint and several.

15. Severability. If any provision of this Mortgage shall be invalid or unenforceable under applicable law, the remainder of the Mortgage which can be given effect without the invalid provision shall be enforceable to the maximum extent permitted by law.

16. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Seventh Mortgage.

17. Applicable Law. This Mortgage shall be governed by and constructed in accordance with the laws of the State of Florida.

18. Compliance with Laws. Mortgagor warrants and represents that Mortgagor has complied, and shall hereafter comply, with all valid laws, ordinances, regulations, and orders of Federal, State, local and other governmental authorities that relate to the Premises, including the Hurricane Housing Recovery program.

19. Remedies Cumulative. In the event of a default in payments due under the Note which remains uncured for 15 days after the due date, or in the event of any other default under this Mortgage which remains uncured for 15 days after notice from Mortgagee to Mortgagor, Mortgagee shall have, in addition to other rights and remedies specified in this Mortgage, all other rights and remedies provided by law or in the Note. The remedies of Mortgagee shall be cumulative and concurrent, and may be pursued singularly, successively, or together at the sole discretion of Mortgagee, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy.

20. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor.

21. Subordination. In the event Mortgagor refinances any of the Senior Mortgages, the Mortgagee agrees that this Mortgage shall be subordinates to such new Mortgages.

IN WITNESS WHEREOF, this Mortgage has been given, executed, and delivered by Mortgagor on the date first above written.

In the Presence of:

(Print Name)

DEBORA F. HENDERSON

PUEBLO BONITO, LTD., a Florida limited Partnership

(Print Name)

Wesley Perry

By: Pueblo Bonito Partners, Inc., a Florida corporation, as its General Partner

By:

Bowen A. Arnold, as its Vice President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26th day of June, 2007, by Bowen A. Arnold, as Vice President of Pueblo Bonito Partners, Inc., a Florida corporation, as General Partner of PUEBLO BONITO, LTD., a Florida limited Partnership, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Victoria Boyd

Signature

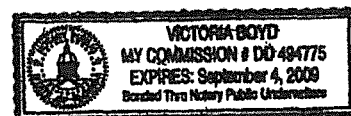
Victoria Boyd

Typed Name

Notary Public

Title

(SEAL)



DD494775
Serial Number

EXHIBIT "A"

Description of a Parcel of Land
Lying in
Section 27, Township 47 South, Range 25 East
City of Bonita Springs, Lee County, Florida
(Pueblo Bonito - Phase III)

A parcel of land situated in the State of Florida, County of Lee, City of Bonita Springs, being a part of Section 27, Township 47 South, Range 25 East, and all of Tract "H" and part of Tract "G" of Pueblo Bonito - Phase II as recorded in Plat Book 70 at Pages 85 through 86, Public Records of Lee County, Florida, and further described as follows:

Commencing at the northwest corner of Lot 63, Block 13 of Imperial Harbor Unit No. 5, Part Two, according to the plat thereof recorded in Plat Book 32 at Pages 1 through 4 of the Public Records of Lee County, Florida; thence run S82°38'08"E along the northerly line of the Imperial Harbor Subdivision for a distance of 815.46 feet to the Point of Beginning; thence continue S82°38'08"E along said northerly line for 427.77 feet to the beginning of a curve concave to the southwest having a radius of 732.50 feet; thence southeasterly along said northerly line and along the arc of said curve through a central angle of 29°38'52" for 379.03 feet to the westerly most corner of Lot 50 of said Pueblo Bonito - Phase II; thence N37°00'44"E along a common line dividing Lot 50 and Tract "H" of said Pueblo Bonito - Phase II for 110.00 feet to the northern most corner of said Lot 50; thence continue N37°00'44"E for 35.00 feet to a point on the northeasterly line of Tract "G" (Milagro Lane) according to said plat of Pueblo Bonito - Phase II, said point also being on a non-tangent curve concave to the southwest having a radius of 877.50 feet and to which point a radial line bears N37°00'44"E; thence northwesterly along the arc of said curve, the northeasterly line of Tract "G" of said Pueblo Bonito - Phase II, the southwesterly line of Tract "E" according to the plat of Pueblo Bonito - Phase I as recorded in Plat Book 61 at Pages 67 through 68, through a central angle of 05°17'55" for 81.15 feet to a point of reverse curve concave to the northeast having a radius of 30.00 feet; thence northerly along the arc of said curve, the southwesterly line of said Tract "E" and the easterly line of said Tract "H" through a central angle of 64°46'16" for 33.91 feet to a point of tangency; thence N06°29'04"E along the westerly line of said Tract "E", the easterly line of said Tract "H" and the westerly line of Tract "D" according to said plat of Pueblo Bonito - Phase I for 99.68 feet to the northern most corner of said Tract "H"; thence N34°27'38"E along the northwesterly line of said Tract "D" for 115.29 feet; thence N54°26'56"E along the northerly line of said Tract "D" for 53.18 feet; thence N83°08'22"E along the northerly line of said Tract "D" for 64.03 feet; thence run N47°25'16"E along the northerly line of said Pueblo Bonito - Phase I for a distance of 63.06 feet to the westerly right-of-way line of Seminole Gulf Railroad, a 130 foot wide right-of-way; thence run N48°15'29"W along said railroad right-of-way for a distance of 35.17 feet to a point on the north line of Section 27, Township 47 South, Range 25 East, Lee County, Florida; thence run N83°30'56"W along said north line for a distance of 876.05 feet to the North 1/4 corner of said Section 27; thence run N83°32'38"W along said north line for a distance of 740.99 feet to the northeast corner of a parcel described in Official Record Book 3176 at Page 2380; thence

Description of a Parcel of Land
Lying in
Section 27, Township 47 South, Range 25 East
City of Bonita Springs, Lee County, Florida
Pueblo Bonito - Phase III
- Continued -

S05°13'44"E, leaving the north line of said Section 27 and along the easterly line of said parcel, for a distance of 257.61 feet to the southeast corner of said parcel; thence run S86°39'19"E along the northerly line of a parcel described in Official Record Book 2656 at Page 1250 for a distance of 78.76 feet; thence run S78°03'11"E along said parcel for a distance of 191.18 feet; thence run S69°35'12"E along said parcel for a distance of 57.14 feet; thence run N36°26'12"E along said parcel for a distance of 7.31 feet; thence run S86°04'50"E along said parcel for a distance of 110.66 feet; thence run N42°13'06"E along said parcel for a distance of 25.89 feet; thence run N63°07'05"E along said parcel for a distance of 47.65 feet; thence run S82°16'23"E along said parcel for a distance of 27.37 feet; thence run N69°50'52"E along said parcel for a distance of 44.75 feet; thence run S79°43'41"E along said parcel for a distance of 31.69 feet; thence run S74°09'36"E along said parcel for a distance of 34.02 feet; thence run S07°24'20"W along said parcel for a distance of 191.90 feet to the Point of Beginning.

Bearings shown hereon refer to the north line of the Northwest One Quarter (NW 1/4) of said Section 27, Township 47 South, Range 25 East, Lee County, Florida, as bearing S83°32'38"E.

Together with that certain grant of easement for ingress, egress and utilities over, under and across the adjoining property of the grantor, more particularly described as the "Easement Area" in that certain grant of easement for ingress, egress and utilities as recorded in Official Record Book 2925, Page 3228, as amended by Amendment recorded in Official Record Book 2928, Page 821, all of the Public Records of Lee County, Florida.

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 06 - 123

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING AN EXPENDITURE OF \$400,000 IN THE FORM OF A LOAN TO THE PUEBLO BONITO, LTD., FROM THE AFFORDABLE HOUSING TRUST FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs desires to assist in providing the residents of Bonita Springs with affordable housing; and

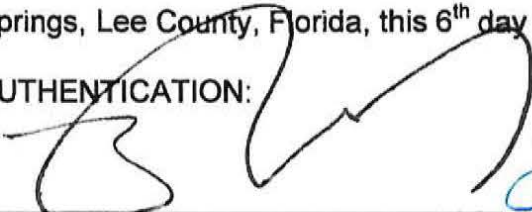
WHEREAS, the Pueblo Bonito Ltd. has requested a \$400,000 loan from the City of Bonita Springs Affordable Housing Trust Fund to assist with construction cost of Pueblo Bonito Phase III;

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

1. The expenditure of \$400,000 from the Affordable Housing Trust Fund is hereby approved.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 6th day of September, 2006.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Vote:

Arend Absent
Ferreira Aye
Grantt Aye
Joyce Aye

McCourt Aye
Nelson Aye
Simons Aye

Date filed with City Clerk: 9-7-06

Prepared by and Return to:

Derek P. Rooney, Esq.
GrayRobinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, FL 33901

THIS MORTGAGE EXTENSION AGREEMENT EXTENDS THE ORIGINAL MORTGAGE. DOCUMENTARY STAMPS AND INTANGIBLE TAXES WERE PAID ON THE MORTGAGE BASED ON THE ORIGINAL PRINCIPAL AMOUNT OF THE ORIGINAL NOTE SECURED THEREBY.

MORTGAGE EXTENSION AGREEMENT

THIS MORTGAGE EXTENSION AGREEMENT ("Agreement") is made as of _____, 2023, by Pueblo Bonito, Ltd., a Florida limited partnership ("Mortgagor"), whose mailing address is 26120 Pueblo Bonito Blvd., Bonita Springs, FL 34135, to and in favor of the CITY OF BONITA SPRINGS, a political subdivision of the State of Florida ("Mortgagee"), whose mailing address is 9101 Bonita Beach Road, Bonita Springs, FL 34135, with the terms Mortgagor and Mortgagee, respectively, to include their respective successors and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever and wherever the context so requires.

WITNESSETH:

WHEREAS, on or about June 26, 2007, Mortgagor, as evidence of a loan made to it by Mortgagee in the principal amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), executed and delivered to the Mortgagee a Mortgage Note dated June 26, 2007, in the principal amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) ("the Mortgage Note"); and

WHEREAS, as security for payment of the Mortgage Note, Mortgagor executed and delivered to Mortgagee a certain Mortgage dated June 26, 2007, and recorded on July 12, 2007 as Instrument Number 2007000219325, of the Public Records of Lee County, Florida; and

WHEREAS, Mortgagor has requested Mortgagee to extend the terms of the Note and Mortgage for fifteen (15) years, and Mortgagee is willing to do so provided Mortgagor executes and delivers this Agreement to Mortgagee.

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

1. **DEFINITIONS.** Unless expressly defined in this Agreement, all capitalized terms shall have the definitions set forth in the Mortgage.

2. **RATIFICATION AND REAFFIRMATION.** Except as set forth in this Agreement, the obligations, covenants, liabilities, and liens of Mortgagor, and the liens and security interests granted by Mortgagor, under the Mortgage are hereby ratified, reaffirmed and confirmed.

3. **MORTGAGE AND MORTGAGE NOTE EXTENSION.** At the request of Mortgagor, Mortgagee has agreed to extend the Mortgage and the Mortgage Note for fifteen (15) years and, as evidence of said extension, Mortgagor has executed and delivered this Agreement to the Mortgagee. Pursuant to the terms of this Agreement herein, the Mortgage and Mortgage Note shall have a maturity date of _____, 2038 (the "Maturity Date").

4. **MORTGAGE TO CONTINUE TO SECURE MORTGAGE NOTE.** The Mortgage shall continue to secure the full and prompt payment of the Mortgage Note, as the same may be amended, modified, renewed, or substituted for from time to time in the future, in the same manner and upon the same conditions.

5. **RATIFICATION.** Except as expressly modified therein, all of the remaining terms and conditions of the Mortgage are hereby ratified and confirmed, and shall continue to remain in full force and effect. Nothing herein contained shall be construed to impair the priority or security afforded by the Mortgage or the Mortgage Note secured hereby as herein modified.

6. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein. This Agreement may not be amended, modified or changed except by writing signed by the party to be charged by said amendment, change or modification.

7. **MISCELLANEOUS.** The Recitals set forth at the beginning of this Agreement are incorporated in and made a part of this Agreement by this reference. If any term or provision of this Agreement is to any extent held invalid or unenforceable, the remaining terms of this Agreement will not be affected thereby, but each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Florida and shall be binding upon the successors and assigns of Mortgagor and shall inure to the benefit of Mortgagee and Mortgagee's successors and assigns.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the undersigned have caused to be executed this Agreement under seal as of the date first above written.

In the Presence of:

(Print Name) _____

PUEBLO BONITO, LTD., a Florida limited partnership

(Print Name) _____

By: Partnership in Housing, Inc., a Florida not for profit corporation, as its General Partner

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____ of Partnership in Housing, Inc., a Florida not for profit corporation, as General Partner of PUEBLO BONITO, LTD., a Florida limited partnership, who is ☐ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

NOTARY PUBLIC – STATE OF _____
Print Name: _____
My Commission Expires: _____

In the Presence of:

(Print Name) _____

CITY OF BONITA SPRINGS, a political
subdivision of the State of Florida

(Print Name) _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 20____, by
_____, as _____ of the CITY OF
BONITA SPRINGS, a political subdivision of the State of Florida, on behalf of the City, who is
☐ personally known to me or ☐ has produced _____ as
identification.

[Notary Seal]

NOTARY PUBLIC – STATE OF _____
Print Name: _____
My Commission Expires: _____

REQUESTED MOTION: Presentation and review of the April Financial Report.

REQUESTOR: Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for April 30, 2023. This report is for seven months of operations in the 2022-2023 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

REVIEWERS:

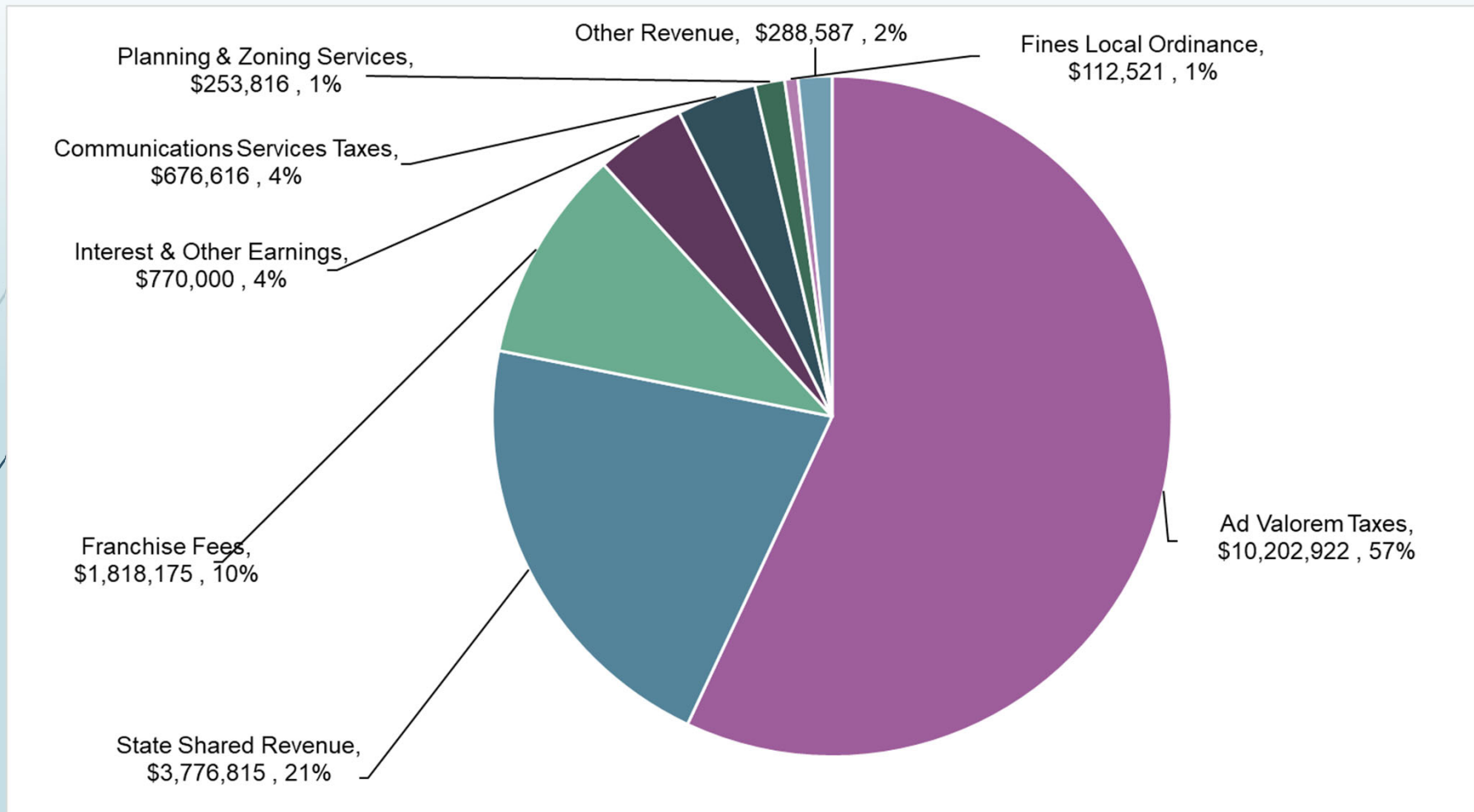
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

April Financial Report



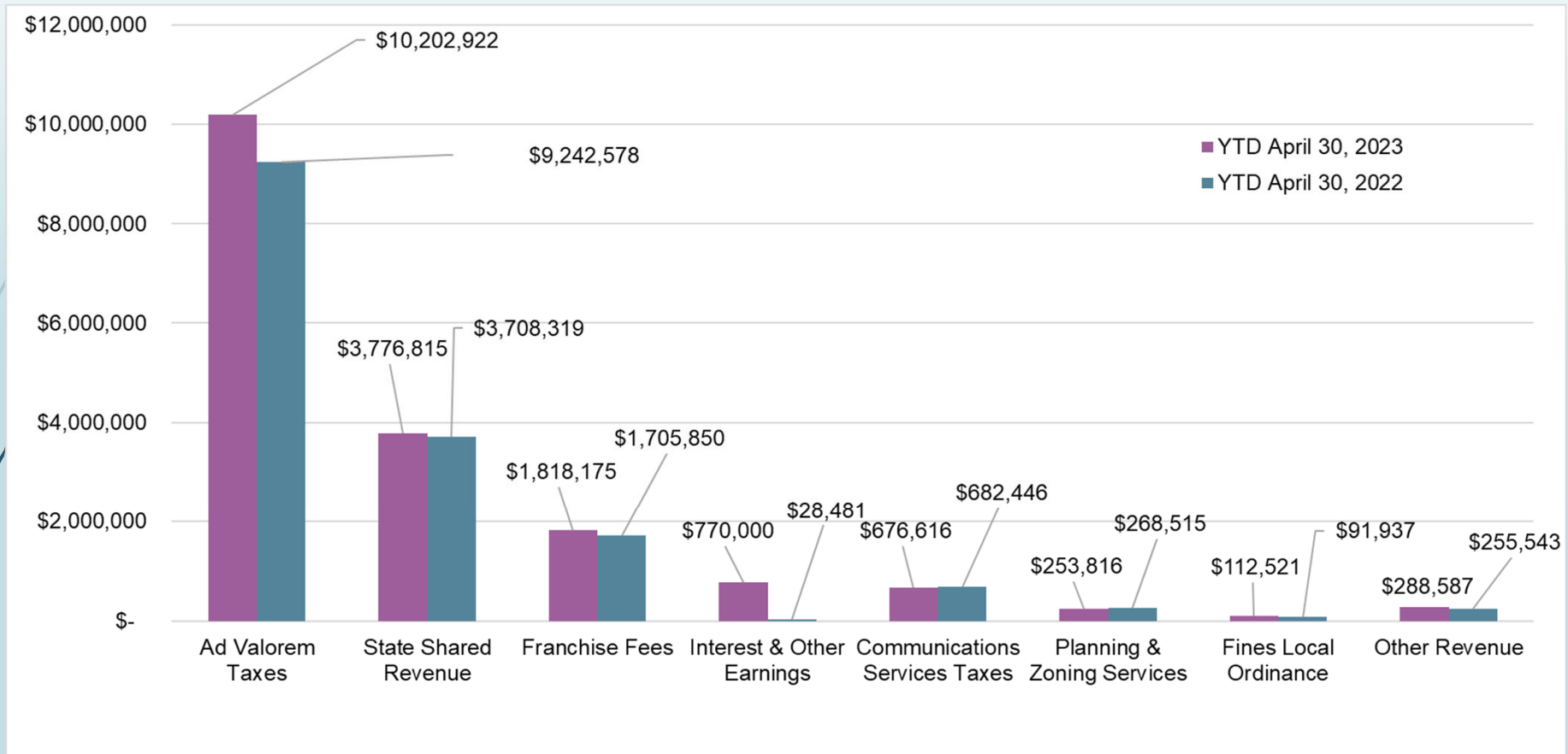
6/21/2023

General Fund Revenue as of April 30, 2023



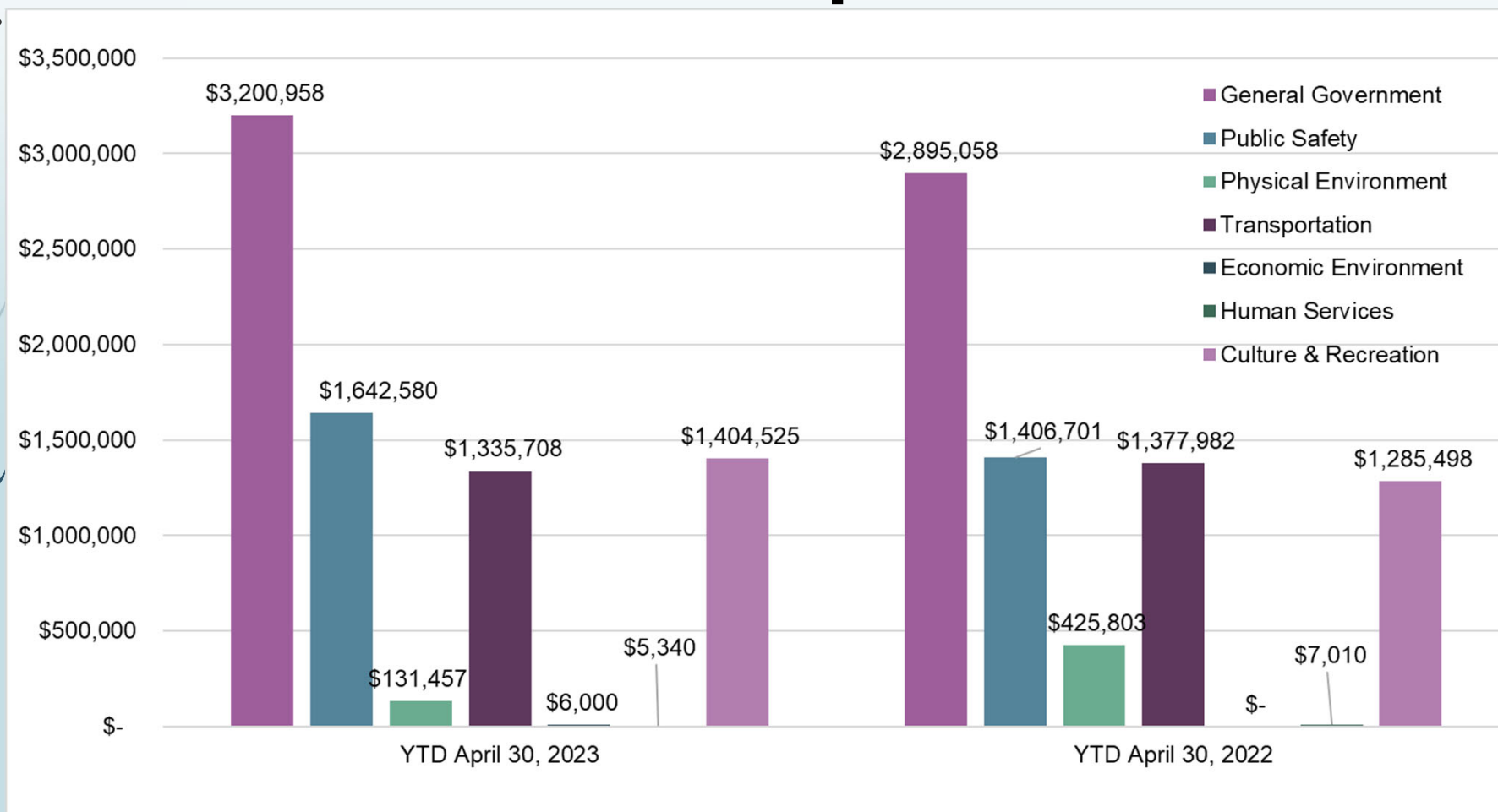
6/21/2023

General Fund Revenue



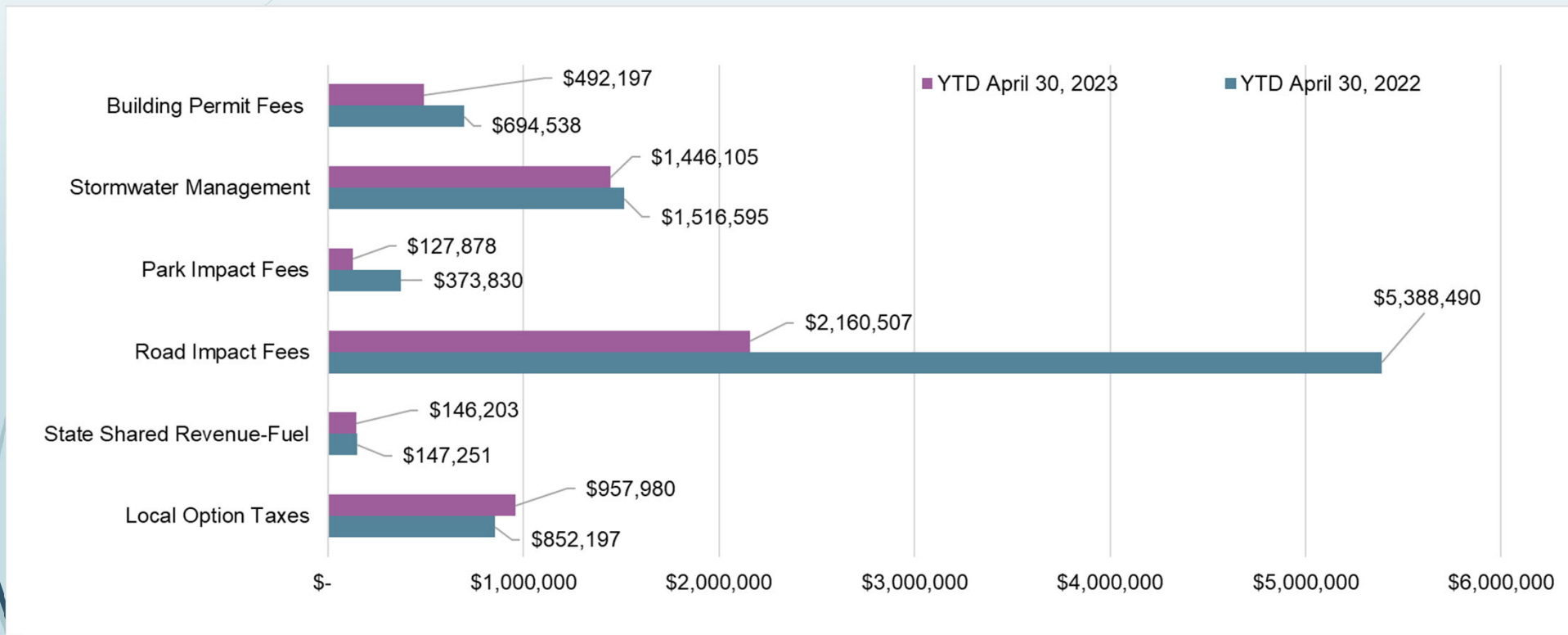
6/21/2023

General Fund Expenditures



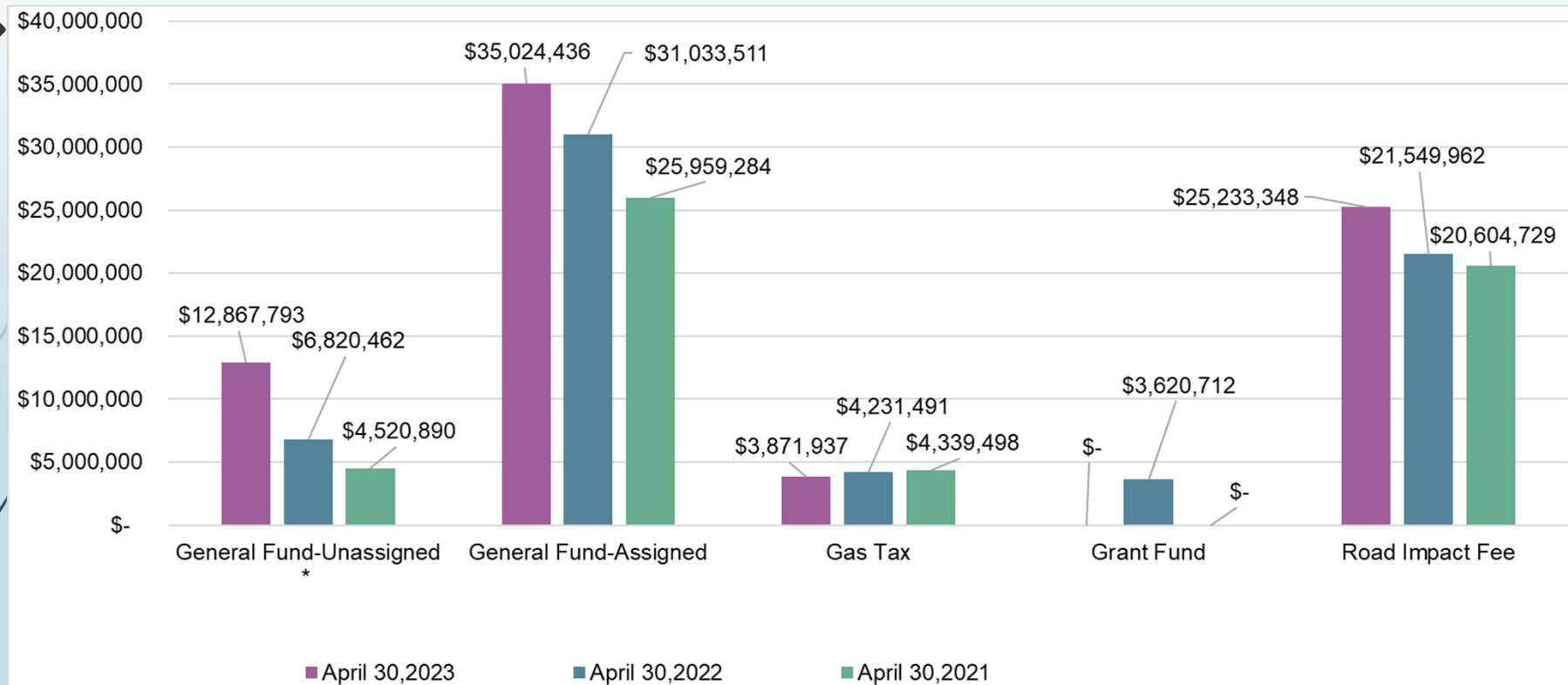
6/21/2023

Restricted Revenue



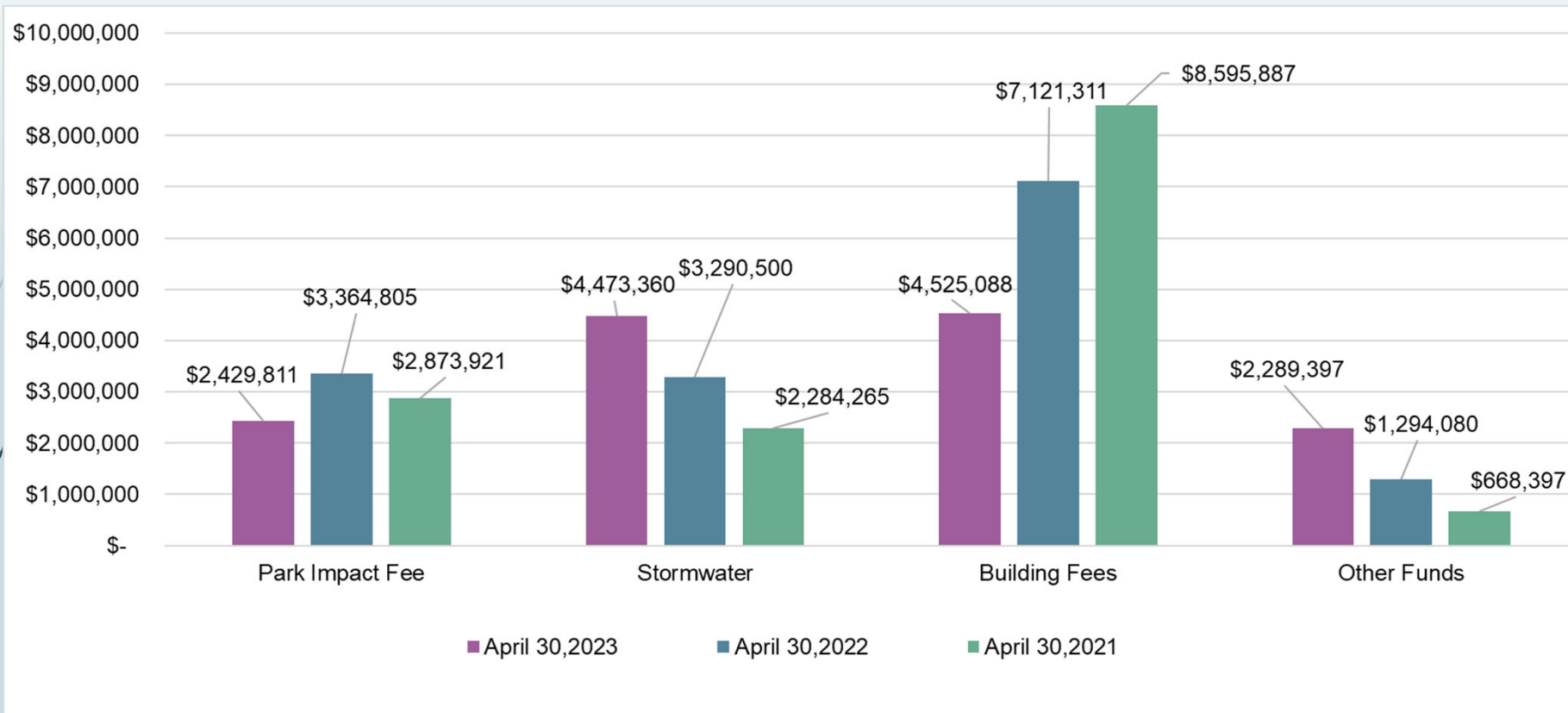
6/21/2023

Cash Balances



* General fund unassigned fund balance will be calculated at the end of the fiscal year after all audit adjustments are completed.

Cash Balances



6/21/2023



Thank you

6/21/2023

City of Bonita Springs, Florida
Balance Sheet
as of April 30, 2023

	Special Revenue Funds										
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	Total Governmental Funds
				Road	Park						
ASSETS											
Cash and cash equivalents	\$ 47,892,229	\$ 3,871,937	\$ -	\$ 25,233,348	\$ 2,429,811	\$ 4,473,360	\$ 4,525,088	\$ 2,289,397	\$ -		\$ 90,715,170
Receivables (net)	401,701	-	55,433	-	-	-	-	-	-	-	457,134
Due from other govt			302,329								302,329
Due from other funds	6,073,184	-	-	-	-	-	-	-	-	-	6,073,184
Total assets	\$ 54,367,114	\$ 3,871,937	\$ 357,762	\$ 25,233,348	\$ 2,429,811	\$ 4,473,360	\$ 4,525,088	\$ 2,289,397	\$ -	\$ -	\$ 97,547,817
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 159,005	\$ 23,495	\$ -	\$ 45,965	\$ 21,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 249,465
Accrued liabilities	1,197,898	-	-		-	-	-	-	-	-	1,197,898
Due to other funds		-	6,073,184		-	-	-	-	-	-	6,073,184
Due to other governments	19,539	-		18,007	-	-	-	-	-	-	37,546
Unearned Revenue	766	-		-	-	-	-	-	-	-	766
Total liabilities	1,377,208	23,495	6,073,184	63,972	21,000	-	-	-	-	-	7,558,859
Total fund balances, beginning of the year	38,479,176	4,030,927	-	23,525,092	2,899,905	3,103,061	5,809,724	1,125,886	-	-	78,973,771
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	14,510,730	(182,485)	(5,715,422)	1,644,284	(491,094)	1,370,299	(1,284,636)	1,163,511	-	-	11,015,187
Fund balances	52,989,906	3,848,442	(5,715,422)	25,169,376	2,408,811	4,473,360	4,525,088	2,289,397	-	-	89,988,958
Total liabilities and fund balances	\$ 54,367,114	\$ 3,871,937	\$ 357,762	\$ 25,233,348	\$ 2,429,811	\$ 4,473,360	\$ 4,525,088	\$ 2,289,397	\$ -	\$ -	\$ 97,547,817



City of Bonita Springs, FL

General Fund Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

RevAccountType;ExpFinStmntLineItem	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	296,471.92	10,202,922.08	411,977.92
315 - Communications Services Taxes	1,296,600.00	1,296,600.00	112,490.66	676,616.16	619,983.84
316 - Local Business Taxes	30,000.00	30,000.00	0.00	9,621.64	20,378.36
323 - Franchise Fees	3,605,000.00	3,605,000.00	614,121.10	1,818,175.15	1,786,824.85
329 - Other Permits, Fees & Special Assessment	42,100.00	42,100.00	4,620.00	26,155.00	15,945.00
335 - State Shared Revenue	6,559,632.00	6,559,632.00	686,045.78	3,776,815.36	2,782,816.64
341 - General Government	481,700.00	481,700.00	19,292.76	253,815.84	227,884.16
343 - Physical Environment	112,200.00	112,200.00	11,400.00	101,800.00	10,400.00
347 - Culture/Recreation	76,500.00	76,500.00	13,931.41	62,018.18	14,481.82
349 - Other Charges for Services	60,000.00	60,000.00	4,062.59	27,124.32	32,875.68
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	1,625.63	9,417.55	12,982.45
354 - Fines Local Ordinance	80,000.00	80,000.00	0.00	112,520.91	-32,520.91
361 - Interest & Other Earnings	60,000.00	60,000.00	161,992.51	769,999.66	-709,999.66
362 - Rents & Royalties	65,000.00	65,000.00	3,728.75	48,245.57	16,754.43
366 - Contributions	0.00	0.00	160.00	160.00	-160.00
369 - Other Misc Revenues	12,000.00	12,000.00	1,223.86	4,045.09	7,954.91
381 - Transfers In	0.00	0.00	7,263,812.00	7,263,812.00	-7,263,812.00
Revenue Total:	23,118,032.00	23,118,032.00	9,194,978.97	25,163,264.51	-2,045,232.51
Expense					
51 - General Government	7,181,643.00	7,293,861.00	413,677.17	3,200,957.85	4,092,903.15
52 - Public Safety	3,446,595.00	3,446,595.00	80,192.56	1,642,580.46	1,804,014.54
53 - Physical Environment	489,199.00	489,199.00	10,554.74	131,457.34	357,741.66
54 - Transportation	3,532,486.00	3,535,065.00	179,134.87	1,335,707.52	2,199,357.48
55 - Economic Environment	27,550.00	27,550.00	4,000.00	6,000.00	21,550.00
56 - Human Services	161,230.00	161,230.00	890.00	5,340.00	155,890.00
57 - Culture & Recreation	3,188,468.00	3,214,143.00	191,449.12	1,404,525.11	1,809,617.89
58 - Other Uses/Transfers Out	13,682,410.00	31,628,038.04	600,849.78	2,925,966.66	28,702,071.38
Expense Total:	31,709,581.00	49,795,681.04	1,480,748.24	10,652,534.94	39,143,146.10
Fund: 00 - General Fund Surplus (Deficit):	-8,591,549.00	-26,677,649.04	7,714,230.73	14,510,729.57	-41,188,378.61
Total Surplus (Deficit):	-8,591,549.00	-26,677,649.04	7,714,230.73	14,510,729.57	



City of Bonita Springs, FL

General Fund Expenditure by Department Group Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

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	32,822.09	200,506.33	300,843.67
102 - Boards & Committees	81,000.00	81,000.00	0.00	225.00	80,775.00
201 - City Manager	618,140.00	618,140.00	37,017.30	313,297.61	304,842.39
211 - Planning & Zoning	2,036,855.00	2,036,855.00	148,804.02	1,055,695.30	981,159.70
220 - Law Enforcement/Security	2,359,284.00	2,359,284.00	4,654.00	1,117,580.20	1,241,703.80
230 - Neighborhood Services	1,056,581.00	1,056,581.00	74,163.75	513,678.49	542,902.51
240 - Information Technologies	327,161.00	327,161.00	12,846.51	134,003.83	193,157.17
250 - Public Works	3,958,285.00	3,960,864.00	189,689.61	1,462,847.86	2,498,016.14
260 - Emergency Preparedness	30,730.00	30,730.00	1,374.81	11,321.77	19,408.23
270 - Non-Departmental Expenditures	782,740.00	782,740.00	16,141.49	90,183.13	692,556.87
301 - City Attorney	807,071.00	807,071.00	32,293.18	309,107.98	497,963.02
401 - Administrative Services	531,110.00	531,110.00	37,140.43	230,188.57	300,921.43
402 - City Hall	258,120.00	258,120.00	15,528.76	120,387.80	137,732.20
410 - Human Resources	70,700.00	70,700.00	1,833.26	16,166.13	54,533.87
430 - Communications	968,146.00	968,146.00	77,535.63	481,739.29	486,406.71
501 - Finance	838,101.00	950,319.00	56,136.66	467,900.36	482,418.64
601 - Parks & Recreation Administration	762,884.00	762,884.00	51,385.88	409,909.12	352,974.88
602 - Recreation Center	484,201.00	484,201.00	25,490.19	215,712.05	268,488.95
603 - Community Park & Ball Fields	186,075.00	199,750.00	10,238.86	76,546.33	123,203.67
604 - Community Pool	585,633.00	592,633.00	30,344.85	227,489.24	365,143.76
605 - Riverside Park	204,286.00	204,286.00	4,286.03	62,425.69	141,860.31
609 - Formerly Community Hall/Sherriff Substation	17,092.00	17,092.00	172.47	4,404.88	12,687.12
610 - Dog Park	69,408.00	69,408.00	2,256.45	33,133.96	36,274.04
611 - Beach Parks	9,740.00	9,740.00	22.82	93.73	9,646.27
613 - BS Soccer Complex	125,814.00	125,814.00	6,841.88	46,075.59	79,738.41
614 - Kentucky Street Park	3,500.00	3,500.00	0.00	450.00	3,050.00
615 - Liles Hotel	84,360.00	89,360.00	2,264.08	34,686.56	54,673.44
617 - Bonita Nature Place	28,542.00	28,542.00	1,309.10	10,461.58	18,080.42
618 - Windsor Road Preserve	7,980.00	7,980.00	25.18	176.26	7,803.74
620 - Marni Fields	101,558.00	101,558.00	5,724.53	60,754.33	40,803.67
621 - BS River Park	28,532.00	28,532.00	300.00	6,629.88	21,902.12
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	0.00	92.22	1,100.78
624 - Leitner Creek Neighborhood Park	30,499.00	30,499.00	0.00	2,534.49	27,964.51
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	1,254.64	8,773.22	33,226.78
883 - Veterans	500.00	500.00	0.00	94.50	405.50
Fund: 00 - General Fund Total:	18,027,171.00	18,167,643.00	879,898.46	7,726,568.28	10,441,074.72
Total Surplus (Deficit):	-18,027,171.00	-18,167,643.00	-879,898.46	-7,726,568.28	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

RevAccountType;ExpFinStmntLineItem	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	174,691.00	957,980.17	850,319.83
335 - State Shared Revenue	297,100.00	297,100.00	33,349.43	146,202.82	150,897.18
361 - Interest & Other Earnings	7,000.00	7,000.00	13,425.00	79,448.00	-72,448.00
Revenue Total:	2,112,400.00	2,112,400.00	221,465.43	1,183,630.99	928,769.01
Expense					
54 - Transportation	1,727,702.00	1,727,702.00	35,637.62	699,638.86	1,028,063.14
58 - Other Uses/Transfers Out	1,100,000.00	4,422,811.00	-70,269.56	666,476.65	3,756,334.35
Expense Total:	2,827,702.00	6,150,513.00	-34,631.94	1,366,115.51	4,784,397.49
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-715,302.00	-4,038,113.00	256,097.37	-182,484.52	-3,855,628.48
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	22,133,197.00	37,911,346.00	71,399.33	5,199,004.57	32,712,341.43
332 - Other Financial Assistance-Federal Source	0.00	250,000.00	7,241,423.00	7,241,423.00	-6,991,423.00
334 - State Grants	0.00	12,573,322.00	0.00	-55,465.30	12,628,787.30
337 - Local Gvmt Grants	40,000.00	90,616.00	3,040.00	0.00	90,616.00
361 - Interest & Other Earnings	0.00	0.00	22,389.00	103,533.00	-103,533.00
369 - Other Misc Revenues	0.00	0.00	0.00	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	50,865,284.00	7,338,251.33	12,500,822.27	38,364,461.73
Expense					
52 - Public Safety	80,000.00	80,000.00	807,680.30	8,339,416.67	-8,259,416.67
57 - Culture & Recreation	0.00	496,713.00	28,720.09	200,121.17	296,591.83
58 - Other Uses/Transfers Out	22,133,197.00	50,288,571.00	7,709,613.10	9,676,706.54	40,611,864.46
Expense Total:	22,213,197.00	50,865,284.00	8,546,013.49	18,216,244.38	32,649,039.62
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-1,207,762.16	-5,715,422.11	5,715,422.11
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	4,236,120.00	4,236,120.00	79,630.83	2,160,506.59	2,075,613.41
361 - Interest & Other Earnings	40,000.00	40,000.00	73,960.00	437,691.00	-397,691.00
Revenue Total:	4,276,120.00	4,276,120.00	153,590.83	2,598,197.59	1,677,922.41
Expense					
58 - Other Uses/Transfers Out	7,774,523.00	26,061,839.00	91,353.12	953,913.74	25,107,925.26
Expense Total:	7,774,523.00	26,061,839.00	91,353.12	953,913.74	25,107,925.26
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-3,498,403.00	-21,785,719.00	62,237.71	1,644,283.85	-23,430,002.85
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	408,250.00	408,250.00	4,338.00	127,878.00	280,372.00
361 - Interest & Other Earnings	5,000.00	5,000.00	8,144.00	56,961.00	-51,961.00
Revenue Total:	413,250.00	413,250.00	12,482.00	184,839.00	228,411.00
Expense					
58 - Other Uses/Transfers Out	1,100,000.00	3,544,451.00	2,883.52	675,932.68	2,868,518.32
Expense Total:	1,100,000.00	3,544,451.00	2,883.52	675,932.68	2,868,518.32
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	-686,750.00	-3,131,201.00	9,598.48	-491,093.68	-2,640,107.32
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,008,100.00	1,008,100.00	48,508.00	1,446,105.21	-438,005.21

Special Revenue Funds Budget Report

For Fiscal: 2022-2023 Period Ending: 04/30/2023

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
361 - Interest & Other Earnings	2,000.00	2,000.00	3,337.00	19,750.00	-17,750.00
Revenue Total:	1,010,100.00	1,010,100.00	51,845.00	1,465,855.21	-455,755.21
Expense					
53 - Physical Environment	657,111.00	657,111.00	0.00	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	0.00	95,556.23	3,361,554.77
Fund: 18 - Stormwater Management Surplus (Deficit):	-2,447,011.00	-2,447,011.00	51,845.00	1,370,298.98	-3,817,309.98
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	1,390,000.00	1,390,000.00	90,877.03	492,197.18	897,802.82
361 - Interest & Other Earnings	15,000.00	15,000.00	11,692.00	69,191.00	-54,191.00
Revenue Total:	1,405,000.00	1,405,000.00	102,569.03	561,388.18	843,611.82
Expense					
52 - Public Safety	3,026,800.00	3,026,800.00	256,102.68	1,791,524.54	1,235,275.46
58 - Other Uses/Transfers Out	0.00	821,099.00	0.00	54,500.00	766,599.00
Expense Total:	3,026,800.00	3,847,899.00	256,102.68	1,846,024.54	2,001,874.46
Fund: 19 - Building Fees Fund Surplus (Deficit):	-1,621,800.00	-2,442,899.00	-153,533.65	-1,284,636.36	-1,158,262.64
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	427,100.00	427,100.00	0.00	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	0.00	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	0.00	1,163,511.00	-102,041.00
Total Surplus (Deficit):	-7,907,796.00	-32,783,473.00	-981,517.25	-3,495,542.84	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

RevAccountType;ExpFinStmntLineItem	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	0.00



City of Bonita Springs, FL

Capital Projects Funds Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 04/30/2023

ExpFunction;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	334,502.00	0.00	117,587.64	216,914.36
381 - Transfers In	46,694,130.00	115,432,099.04	794,590.86	6,684,872.60	108,747,226.44
Revenue Total:	46,694,130.00	115,766,601.04	794,590.86	6,802,460.24	108,964,140.80
Expense					
513 - Finance & Administration	140,000.00	1,021,837.00	0.00	54,500.00	967,337.00
519 - Other Gen Gvmt	2,645,000.00	4,909,816.00	18,843.64	332,606.43	4,577,209.57
535 - Sewer/Wastewater Services	0.00	0.00	0.00	0.00	0.00
537 - Conservation/Resource Mgmt	210,000.00	1,358,588.00	3,418.34	3,418.34	1,355,169.66
538 - Flood/Storm Water Mgmt	9,430,910.00	43,309,187.00	447,138.57	3,307,129.02	40,002,057.98
539 - Other Physical Environment	0.00	250,000.00	0.00	0.00	250,000.00
541 - Road & Street Facilities	26,457,720.00	53,852,979.00	91,727.12	1,878,503.28	51,974,475.72
545 - Parking Facilities	0.00	50,000.00	0.00	0.00	50,000.00
572 - Parks & Recreation	7,760,500.00	10,776,510.04	233,463.19	1,226,303.17	9,550,206.87
573 - Cultural Services	50,000.00	138,000.00	0.00	0.00	138,000.00
575 - Special Recreation Facilities	0.00	99,684.00	0.00	0.00	99,684.00
Expense Total:	46,694,130.00	115,766,601.04	794,590.86	6,802,460.24	108,964,140.80
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	1,395,000.00	3,633,710.00	276,027.10	941,814.68	2,691,895.32
Revenue Total:	1,395,000.00	3,633,710.00	276,027.10	941,814.68	2,691,895.32
Expense					
552 - Economic Development	0.00	78,381.00	0.00	0.00	78,381.00
572 - Parks & Recreation	1,395,000.00	3,555,329.00	276,027.10	941,814.68	2,613,514.32
Expense Total:	1,395,000.00	3,633,710.00	276,027.10	941,814.68	2,691,895.32
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	0.00	0.00	0.00