



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

City of Bonita Springs
City Council
Meeting Agenda
December 20, 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 December 19, 2023.**

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

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor’s Welcome
7. Public Comment on Agenda Items

8. Consent Agenda:

- A. Approval of minutes from the December 6, 2023 City Council Meeting.
- B. Approval of minutes from the December 6, 2023 City Council Workshop.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-12-277)
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Idalia. (Green Sheet No 23-12-278)
- E. Approve a Resolution re-appointing members to the Art in Public Places Advisory Board, the Bicycle Pedestrian Safety Advisory Committee, the Historic Preservation Board, the Street Light Advisory Committee, and the Technology Advisory Board. (Green Sheet No. 23-12-279)
- F. Approve a Resolution for Budget Amendment to carryover prior year unspent capital budget amounts into fiscal year 2023-2024. (Green Sheet No. 23-12-280)
- G. Approve Agreement with Q. Grady Minor & Associates, PA for engineering design services for the Rosemary Drive Stormwater and Multi-Use Pathway Project. (Green Sheet No. 23-12-281)
- H. Authorize staff to commence foreclosure proceedings for multiple code enforcement liens against the properties located at 26930 Old 41 Road, 27709 Old 41 Road, and 4288 Bonita Beach Road. (Green Sheet No. 23-12-285)
 - Opportunity for City Council Comments on Consent Agenda

9. Mayor & Council Member Items:

- A. Consider an appointment to the Art in Public Places Board - Council Member Fullick (Green Sheet No. 23-12-283)

10. City Attorney's Items:

- A. FIRST READING of an Ordinance amending Sec. 34-94 of the City's Code of Ordinances relating to establishing composition and qualification requirements for appointment to the Art in Public Places Advisory Board. (Green Sheet No. 23-12-282)

- B. Approve Agreement for Sale and Purchase for the acquisition and condemnation of parcel 205 required for the Bonita Grande Drive extension to the City's planned park facilities adjacent to the Larry Kiker Preserve. (Green Sheet No. 23-12-284)

11. City Manager's Items:

- A. Update on Hurricane Ian recovery

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment



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

City of Bonita Springs
City Council
DRAFT Meeting Minutes
December 6, 2023

1. Call to Order

Mayor Steinmeyer called the meeting to order at 5:30 p.m. and motioned to allow Council Member Corrie to participate and vote remotely via Zoom; seconded by Council Member Carr. The motion carried 5-0.

2. Invocation

The invocation was provided by Rev. Riley Grandell of Gulf Shore Church.

3. Pledge of Allegiance

Mayor Steinmeyer led the Pledge of Allegiance

4. Roll Call

The City Clerk called the roll:

Present: Mayor Steinmeyer, Council Member Purdon, Council Member Carr, Council Member Fullick, Deputy Mayor Forbes, Council Member Corrie (via Zoom)

Absent: Council Member Bogacz

5. Approval of Agenda

No changes

6. Mayor's Welcome

Mayor Steinmeyer welcomed and thanked those in attendance.

7. Public Comment on Agenda Items

None

8. Zoning and Land Use Items:

- A. (Second Reading) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS TO REZONE PORTIONS OF PROPERTY LOCATED AT APPROXIMATELY 24461 S. TAMiami TRAIL, BONITA SPRINGS, FLORIDA 34135 TOTALING +/- 4.1 ACRES FROM THE LIGHT INDUSTRIAL DISTRICT TO THE GENERAL COMMERCIAL DISTRICT; AND PROVIDE FOR AN EFFECTIVE DATE. (Green Sheet No. 23-12-270)

The Clerk read the title block into the record. City Attorney Rooney administered the oath to those intending to give testimony for Agenda Item 9a and the related item, 9b. Mike Fiigon, Senior Planner with Community Development, provided an overview of the applicant's request and the criteria for approval that has been met.

Council Member Carr motioned to approve; seconded by Deputy Mayor Forbes.

City Attorney Rooney called for public comment. Attorney Patrick Neale commented on behalf of his client, Arbor Properties dba Super Suds Car Wash. He stated that his client has no objection to the rezoning; however, he does have an objection to the special exception request, so he will speak under that item (8b).

*The Clerk recorded the vote by roll call; the motion carried 6-0. **Ordinance 2023-16 adopted.***

B. A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A SPECIAL EXCEPTION REQUEST TO ALLOW A CAR WASH FACILITY ON PROPERTY LOCATED WITHIN THE U.S. CORRIDOR OVERLAY, PURSUANT TO LDC 4-898; LOCATED AT 24461 SOUTH TAMiami TRAIL, BONITA SPRINGS, FLORIDA 34135; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet No. 23-12-272)

Mike Fiigon, Senior Planner with Community Development, introduced the special exception request as a companion item to Agenda Item 9a. He presented an overview of the project details and indicated that the project meets all criteria for approval of a special exception request in the US 41 Overlay District. Mr. Fiigon stated staff recommends approval and he reviewed a list of five recommended conditions of approval. A discussion ensued. The engineer for the applicant, Craig Boisseau of Thomas Engineering Group, responded to questions remotely via Zoom.

Council Member Fullick asked for clarification regarding the distance of the proposed Tidal Wave Car Wash to the Super Suds Car Wash, which is located south of Bonita Beach Road. Council Member Fullick stated that the email submitted to Council by Attorney Patrick Neale, on behalf of his client (Super Suds Car Wash), indicated that the distance is less than ½ mile. Attorney Neale responded that there was an error in the email. Mike Fiigon stated that the actual distance is 4-miles.

Deputy Mayor Forbes motioned to approve the request; Mayor Steinmeyer seconded, and then called for public comments.

Attorney Patrick Neale, speaking on behalf of Arbor Properties dba Super Suds Car Wash, commented on industry standards for distance between car washes, stating that the International Car Wash Association recommends a separation of at least two miles to avoid market saturation. Deputy Mayor Forbes suggested that Community Development consider whether a future zoning change from 500 feet separation to two miles is warranted.

Rachel Brown commented that there are already quite a few car washes in the area, and she does not see the need to add more. Ms. Brown further stated that more car washes will not bring forth a better, more livable community.

The Clerk recorded the vote by roll call; the motion carried 5-1 (Council Member Corrie opposed).

9. Consent Agenda:

Council Member Corrie motioned to approve the Consent Agenda; Deputy Mayor Forbes seconded. The motion carried 6-0.

- A. Approval of the November 15, 2023 Draft City Council Meeting Minutes.
- B. Approval of the November 15, 2023 Draft City Council Workshop Minutes.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-12-265)
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Idalia (Green Sheet No 23-12-266)
- E. Approve a Resolution to engage five (5) firms for the City's Miscellaneous Grant Writing and Support Services (CN 23-23) and authorize staff to enter into negotiations with the firms selected. (Green Sheet No. 23-12-268)
- F. Approve the proposal from RVi Planning + Landscape Architecture for the Design of the Leitner Creek Soccer Complex Project in the amount of \$399,700.00. (Green Sheet No. 23-12-269)
- G. Approve the change order for the Community Park Baseball Complex Phase 3 renovations project in the amount of \$104,938.00 to include the Restroom Facility Renovations. (Green Sheet No. 23-12-271)
- H. Approve policy amendment to allow City staff to conduct local review of floodway encroachments in accordance with CFR 44, Florida Statutes, and the City's Flood Hazard Reduction Program. (Green Sheet No. 23-12-276)
- Opportunity for City Council Comments on Consent Agenda

10. Mayor & Council Member Items:

No items.

11. City Attorney's Items:

- A. Approve Agreement for Sale and Purchase for the acquisition and condemnation of parcel 206 required for the Bonita Grande Drive Extension to the City's planned park facilities adjacent to the Larry Kiker Preserve. (Green Sheet No. 23-12-274)

City Attorney Rooney introduced the item, stating that it is part of the City's ongoing efforts to acquire the necessary right of way, all the way up to the future City park. BG Mine will reimburse the costs of this acquisition pursuant to the Settlement Agreement.

Deputy Mayor Forbes motioned to approve; Council Member Carr seconded. The motion carried 6-0.

12. City Manager's Items:

- A. Presentation and update from Dr. Margaret Banyan regarding State-required and potential optional Comprehensive Amendments, as determined by the City's Evaluation and Appraisal Review (E.A.R.) (Green Sheet No. 23-12-267)

City Manager Hunter introduced Dr. Margaret Banyan, who presented on the process for updates to the Comprehensive Plan. Dr. Banyan's presentation included an overview of state-required amendments, optional amendments, and a timeline. (Presentation on file in the Clerk's office)

- B. Presentation and review of the Preliminary 2022-2023 Fiscal Year end Financial Report. (Green Sheet No. 23-12-273)

Lisa Roberson, Director of Administrative and Financial Services, provided a presentation which included a long-range financial outlook for Florida, and updates on City fund balances and FEMA reimbursements. (Presentation on file in the Clerk's office)

- C. Update on Hurricane Ian recovery

Director of Community Development John Dulmer provided an update on Hurricane Ian related permitting.

Additional City Manager Information Items

City Manager Hunter and Assistant City Manager Feeney informed Council that Rep. Adam Botana reached out for information about the Bonita Beach Road and US 41 Quadrant, and the City's past Visioning Study for Bonita Beach Road. The information requested is for potential funding from the Florida Dept of Transportation. By consensus, Council directed staff to provide the requested information; however, the City's legislative priorities take priority.

City Manager Hunter informed Council that there will be limited parking while the City Hall parking lot is under construction, so an alternative location will be needed for the January 17th Council meeting, as well as Zoning Board and LPA meetings held in January. Chief DeWitt has offered to accommodate those meetings at the fire district, which is already set-up with audio and video necessary for live broadcasts. Other advisory committee meetings will take place at the Recreation Center.

13. Mayor and Council Member Reports

- Council Member Carr stated that the Holiday in the Park event was wonderful, beautiful, and joyous.*
- Council Member Corrie informed Council that the final meeting of the Resiliency Task Force will be held on Dec. 15. He also expressed concern about the number of recent FPL outages and surges, and asked staff to report back to Council on whether those outages and surges have impacted city operations.*

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- *Council Member Fullick discussed a program that existed in the city about 15 years ago called, "Paint Your Heart Out," which involved teams of volunteers painting houses owned by low-income residents. The program was funded through donations. He stated he would like to bring this program back, with each member of Council identifying an appropriate family in their district who would benefit from the program. Council provided direction to Council Member Fullick to proceed.*
 - *Deputy Mayor Forbes motioned to task staff with researching costs and options associated with adding a referendum question to the ballot during the 2024 election cycle pertaining to Rails to Trails, and then report back to Council; Council Member Carrie seconded. Council Member Carr stated she would rather have staff spend time tackling the priorities already established rather than new projects.*

The motion carried 4-2 (Council Member Carr and Mayor Steinmeyer opposed).

14. Public Comment

None

15. Adjournment

There being no further business, the meeting adjourned at 7:24 p.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

Rick Steinmeyer, Mayor



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

**City of Bonita Springs
City Council Workshop
DRAFT Minutes
December 6, 2023
4:00 P.M.**

1. Call to Order

Mayor Steinmeyer called the meeting to order at 4:00 p.m.

Council Member Fullick motioned to allow Council Member Corrie to participate in the workshop remotely via Zoom; seconded by Mayor Steinmeyer. The motion carried by a 4-0 vote of those present (Fullick, Steinmeyer, Forbes, Purdon).

2. Roll Call

The City Clerk called the roll:

Present: Mayor Steinmeyer, Deputy Mayor Forbes, Council Member Fullick, Council Member Purdon, Council Member Carr (arrived at 4:07), Council Member Corrie (via Zoom)

Absent: Council Member Bogacz

3. Staff Presentation on Facilities and Technology Capital Improvement Plan

Director Lora Taylor began the presentation by providing an update on Information Technology initiatives, as well as the status of previously approved capital improvement projects at City Hall (parking lot improvements, new generator, and pocket park). She then reviewed a list of proposed higher priority large-scale Capital Improvement Projects, categorized in colored zones, as follows: Green Zone (Parks and Rec area): Pool Building, Maintenance Shed, Old Rec Center, New Rec Center; Yellow Zone (Wonder Gardens): Pole Barn, Welcome Center, Restaurant, Adm Building; and Red Zone: Lilies Hotel and Artist Cottages.

4. Staff Update on the City of Bonita Springs 25th Anniversary Campaign

Director Taylor provided an update on plans for the City's 25th Anniversary Celebration, which will take place throughout 2024. Plans include enhanced events, a photo contest, and historical highlight videos. Local businesses are encouraged to use the newly designed 25th Anniversary logos, which can be found on the city's website.

Clerk's note: PowerPoint presentation on file in the Clerk's office.

5. City Council Discussion

Council provided direction by consensus to move forward with facility projects in the Green Zone.

6. Public Comment

None

7. Adjournment

There being no further business, the workshop adjourned at 4:45 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. 23-132 issued on December 4, 2023
2. Resolution No. 23-136 issued on December 11, 2023

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-132

**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 4th day of December, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk: 12/4/23

CITY OF BONITA SPRINGS
RESOLUTION NO. 23-136

**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 11th day of December, 2023.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 12/11/23

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

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

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND:

On August 26, 2023, pursuant to Chapter 252, Florida Statutes Governor Ron DeSantis signed Executive Orders 2023-171 to declare a state of emergency, including Lee County, in response to the anticipated landfall of Tropical Storm Idalia. Due to the threat of severe weather and potential impacts to the City, on August 28, 2023, the Mayor executed Resolution No. 23-70 declaring a state of emergency within the City with regard to then-Tropical Storm Idalia.

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 Local State of Emergency.

STAFF RECOMMENDATION: Confirm and ratify the Local State of Emergency.

ATTACHMENTS:

1. Resolution No. 23-133 issued on December 4, 2023
2. Resolution No. 23-137 issued on December 11, 2023

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 133

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

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

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.

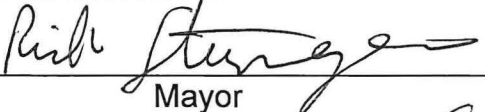
Section 2. The current State of Emergency is extended.

Section 3. Effective Date

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.

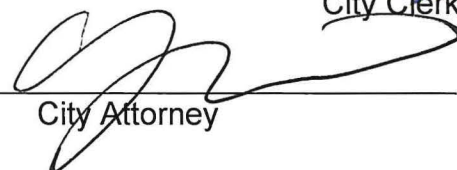
DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 4th day of December, 2023.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney

Date filed with City Clerk: 12/4/23

CITY OF BONITA SPRINGS
RESOLUTION NO 23 - 137

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

WHEREAS, Governor Ron DeSantis signed Executive Orders 2023-171 and 2023-172, in response to the anticipated landfall of Hurricane Idalia and has declared a state of emergency including Lee County, pursuant to Chapter 252, Florida Statutes; and,

WHEREAS, on August 28, 2023 the City declared a local State of Emergency ahead of the landfall of Hurricane Idalia; and

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. Effective Date

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.

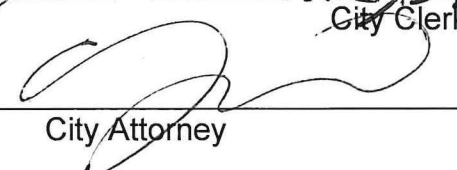
DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 11th day of December, 2023.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney

Date filed with City Clerk:

12/11/23

REQUESTED MOTION: APPROVE A RESOLUTION RE-APPOINTING MEMBERS TO THE ART IN PUBLIC PLACES ADVISORY BOARD, THE BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE, THE HISTORIC PRESERVATION BOARD, THE STREET LIGHT ADVISORY COMMITTEE, AND THE TECHNOLOGY ADVISORY BOARD.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation #3 Community Aesthetics

BACKGROUND:

Art in Public Places Advisory Board: the Art in Public Places Advisory Board consists of eleven members serving 3-year terms. The term of Janet Flanders is set to expire December 31, 2023 and she has expressed her desire to be re-appointed.

Bicycle Pedestrian Safety Advisory Committee: the Bicycle Pedestrian Safety Advisory Committee consists of seven members serving 2-year terms. The terms of Samantha Bolde and Scott Schnappauf are set to expire December 31, 2023, and both have expressed a desire to be re-appointed.

Historic Preservation Board: the Historic Preservation Board consists of seven members serving 3-year terms. The term of Bonnie Whittemore is set to expire December 31, 2023, and she has expressed a desire to be re-appointed.

Street Light Advisory Committee: the Street Light Advisory Committee consists of three to seven members serving 4-year terms. The terms of Robin Hulsizer, Kathy McGrath, Robert Raubolt, David Schmitt, and Paul Sheldon are set to expire December 31, 2023, and all have expressed a desire to be reappointed.

Technology Advisory Board: the Technology Advisory Board consists of seven members serving for a 1-year term. The terms of Susan Bickel, Tim Deaton, Brandon Forker, Ron George, Jim Kauffman, Vincent Marchesani, and John Poldoian are set to expire December 31, 2023 and all seven have expressed a desire to be reappointed.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION 23 -

A RESOLUTION RE-APPOINTING MEMBERS TO THE ART IN PUBLIC PLACES ADVISORY BOARD, THE BICYCLE PEDESTRIAN SAFETY ADVISORY COMMITTEE, THE HISTORIC PRESERVATION BOARD, THE STREET LIGHT ADVISORY COMMITTEE, AND THE TECHNOLOGY ADVISORY BOARD.

WHEREAS, on December 7, 2005, the City Council adopted Ordinance 05-18 establishing the **Art in Public Places Advisory Board**, later amended by Ordinance 18-16, providing for eleven members with three-year terms; and the term of **Janet Flanders** is set to expire December 31, 2023; she has expressed her desire to be re-appointed, and

WHEREAS, on November 7, 2012, the City Council established the **Bicycle Pedestrian Safety Advisory Committee** by Resolution 12-84, later amended by Resolution 13-33, providing for seven members with two-year terms; and the terms of **Samantha Bolde** and **Scott Schnappauf** are set to expire December 31, 2023; both have expressed a desire to be re-appointed; and

WHEREAS, on August 17, 2006, the City Council adopted Ordinance 06-8 establishing the **Historic Preservation Board**, later amended by Ordinance 13-20, providing for seven members with three-year terms; and the term of **Bonnie Whittemore** is set to expire December 31, 2023; she has expressed a desire to be re-appointed; and

WHEREAS, on September 18, 2002, the City Council established the **Street Light Advisory Committee** by Resolution No. 02-57, later amended by Resolution 06-156, providing for three to seven members with four-year terms; and the terms of **Robin Hulsizer**, **Kathy McGrath**, **Robert Raubolt**, **David Schmitt**, and **Paul Sheldon** are set to expire December 31, 2023; all have expressed a desire to be reappointed; and

WHEREAS, on May 19, 2010, City Council established the Information Technology Committee by Resolution 10-35, which was reestablished as the **Technology Advisory Board** by Resolution 12-31, providing for seven members with one-year terms; and the terms of **Susan Bickel**, **Tim Deaton**, **Brandon Forker**, **Ron George**, **Jim Kauffman**, **Vincent Marchesani**, and **John Poldoian** are set to expire December 31, 2023; all seven have expressed a desire to be reappointed; and

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

Section 1: Art in Public Places Board: Janet Flanders is hereby re-appointed to a three-year term on the Art in Public Places Board, to begin January 1, 2024, and expire December 31, 2026.

Section 2: Bicycle Pedestrian Safety Committee: Samantha Bolde and Scott Schnappauf are each hereby re-appointed to a two-year term on the Bicycle Pedestrian Safety Committee, to begin January 1, 2024, and expire December 31, 2026.

Section 3: Historic Preservation Board: Bonnie Whittemore is hereby re-appointed to a three-year term on the Historic Preservation Board, to begin January 1, 2024, and expire December 31, 2026.

Section 4: Street Light Advisory Committee: Robin Hulsizer, Kathy McGrath, Robert Raubolt, David Schmitt, and Paul Sheldon are each hereby re-appointed to a four-year term on the Street Light Advisory Committee, to begin January 1, 2024, and expire December 31, 2027.

Section 5: Technology Advisory Board: Susan Bickel, Tim Deaton, Brandon Forker, Ron George, Jim Kauffman, Vincent Marchesani, and John Poldoian are each hereby re-appointed to a one-year term on the Technology Advisory Board, to begin January 1, 2024, and expire December 31, 2024.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of December 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney's Office

Date filed with City Clerk: _____

Vote: Bogacz
Forbes
Steinmeyer

Carr
Fullick

Corrie
Purdon

REQUESTED MOTION: Approve Resolution for Budget Amendment to carryover prior year unspent capital budget amounts into fiscal year 2023-2024.

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

AGENDA: Consent

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND:

As outlined in section 47 of the City Charter, capital expenditure appropriations do not lapse at the end of the fiscal year; therefore, a budget amendment is presented to carry forward funding not expended in the prior year.

The budget amounts to be carried forward from fiscal year 2022-2023 are adjustments for the timing of capital projects and capital outlay expenditures and do not constitute an increase in the total projects budget.

STAFF RECOMMENDATION: Approve resolution.

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 BUDGET AMENDMENT TO CARRYOVER PRIOR YEAR UNSPENT CAPITAL BUDGET AMOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 20, 2023, the City of Bonita Springs adopted the budget for the fiscal year ending September 30, 2024; and

WHEREAS, as outlined in section 47 of the City Charter, capital expenditure appropriations do not lapse at the end of the fiscal year, therefore a budget amendment is required to incorporate amounts not expended in the prior fiscal year into the current fiscal year ending September 30, 2024; and

WHEREAS, the budget amounts to be carried forward from fiscal year 2022-2023 are adjustments for the timing of capital projects and capital outlay expenditures and do not constitute an increase in the total project budget; and

WHEREAS, funding for the budget amendment was originally provided in the prior year budget and these unspent amounts are available to fund the capital carryovers in fiscal year ending September 30, 2024.

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

1. The foregoing "Whereas" clauses are true, correct and incorporated herein by reference.

2. The Bonita Springs' City Council authorizes a budget amendment for capital expenditure carryover amounts into the budget for the fiscal year ending September 30, 2024, totaling \$92,050,883 as outlined on Attachment A to this Resolution.

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 ____ day of _____, 2023.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: _____

Resolution Budget Amendment Carryover Attachment A. December 20, 2023										
		Capital								
		Carryover								
		Budget	General			Road Impact	Park Impact	Stormwater	Building	BSU
		Amendment	Fund	Gas Tax	Grants	Fees	Fees	Fee	Fees	Funding
00.250.541.6400	Capital Outlay	77,579	77,579							
00.401.513.6400	Capital Outlay	9,067	9,067							
00.501.513.6400	Capital Outlay	122,218	122,218							
00.602.572.6400	Capital Outlay	26,850	26,850							
00.603.572.6400	Capital Outlay	11,933	11,933							
00.603.572.6401	Capital Outlay	9,675	9,675							
00.604.572.6400	Capital Outlay	9,107	9,107							
00.604.572.6401	Capital Outlay	20,000	20,000							
00.605.572.6400	Capital Outlay	2,804	2,804							
00.605.572.6401	Capital Outlay	12,000	12,000							
00.605.572.6402	Capital Outlay	24,750	24,750							
00.615.572.6400	Capital Outlay	26,850	26,850							
00.615.572.6400	Capital Outlay	5,000	5,000							
00.621.572.6400	Capital Outlay	9,022	9,022							
00.624.572.6400	Capital Outlay	24,850	24,850							
	Fd 00 Capital Projects for Carryover	391,705	391,705	-	-	-	-		-	-
30.000.519.6000	Exotic Removal of FPL ROW Path	10,500	10,500							
30.000.537.6105	Environmentally Sensitive Land Acquisition	500,000	500,000							
30.000.537.6505	S Bonita Beach Ian Restoration	4,456,792			4,456,792	13.705.3345005				
30.240.513.6400	Comm Dev.Bldg Permits Tech Enhancement	698,195							698,195	
30.240.513.6401	Technology Equip. Replacement Reserve	177,717	177,717							
30.240.513.6402	Backups for Server Data	14,812	14,812							
30.240.539.6354	Technology Infrastructure Planning	-			-					
30.250.538.6100	Land Acquisition for Stormwater Purpose	-	-		-					
30.250.538.6110	Quinn/Downs/Dean Buyout Program	2,210,330	627,938		1,582,392	13.707.3315011				
30.250.538.6806	Pine Lake Preserve	114,634	38,434		76,200	13.705.3313951				
30.250.538.6807	Logan Blvd Floodway/Drainage	200,782	147,489		53,293	13.705.3343950				
30.250.538.6809	Flood Imp-Sprg Ck BS Golf Course	7,383,756	4,583,756		-			2,800,000		
30.250.538.6810	Quinn/Downs/Dean West of Imperial Drain	11,021,919			11,021,919	13.707.3315012				
30.250.538.6811	Felts Ave Bio-Reactor Phase II	70,560	70,560							
30.250.538.6812	Big Bend Road Drainage	-	-	-						0
30.250.538.6813	Citrus Park Drainage Project PH I	100,222	-	-	100,222	13.705.3343954				
30.250.541.6300	Minor Road & Drainage Improvements	231,179	229,092	2,087						
30.250.541.6308	Asphalt Overlays	500,000		500,000						
30.250.541.6310	FDOT Pond on Arroyal Rd	87,168	87,168							
30.250.541.6315	East Terry Vegetative Buffer/Wall	-	-							
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	7,170,823	23,677	-		7,098,377	48,769			
30.250.541.6318	Bonita Bch Rd Vision Implementation	859,511	859,511							
30.250.541.6319	Roadway Restriping	161,112		161,112						
30.250.541.6320	Multi-Use Pathways & Sidewalks	749,020	-		-	749,020				
30.250.541.6323	W. Terry St. Multi-Use Pathway	2,441,705	174,715	899,988		675,893	691,109			
30.250.541.6324	Sun Trail	4,988,995				4,938,995	50,000			
30.250.541.6327	Goodwin St Sidewalks & Drainage Improv	4,872,467	1,492,220	165,205		3,215,042				
30.250.541.6328	Decorative Streetlight Conversion to LED	9,169		9,169						
30.250.541.6333	Bonita Drive Pathway-Old 41 to Streetsboro	-	-			-	-			
30.250.541.6334	Maddox Lane Sidewalk	-				-				
30.250.541.6336	Imperial Shores Blvd Sidewalk Project	-	-	-	-	-				-
30.250.541.6337	Dean St Sidewalks/Infras Mosaic Comm	141,843	141,843							-
30.250.541.6338	W Terry St South Side Sidewalk	349,781	-			300,439	49,342			
30.250.541.6342	Traffic Calming	140,000		140,000						
30.250.541.6343	Bridge Maintenance	10,218		10,218						
30.250.541.6345	Cockleshell Sidewalk-Glen Haven Rd to S	-					-			
30.250.541.6346	Old 41 & Strike Lane Intersection Improv	1,281,814	415,000			866,814				
30.250.541.6347	Old 41 & BB Rd Quadrant	3,607,743				3,607,743				
30.250.541.6348	Rosemary Drive	2,198,486		13.707.3315008	668,111	1,530,375				
30.250.541.6349	Forrester Drive Drainage	1,667,671	753,133	914,538						
30.250.541.6357	Old 41 Bike Pedestrian Improvements	100,000	100,000							
30.250.541.6358	Paradise Road Bike Ped Improvements	100,000	-			100,000				
30.250.541.6364	E Terry St Multi-use Pathway	16,831,869			16,831,869	13.707.3315001				
30.250.541.6906	Median Landscape Enhancement	761,111	761,111							
30.270.519.4910	Highway Monument along I75	1,053,795	1,053,795							
30.270.519.4911	Urban Design	333,689	333,689							
30.270.519.4912	Goodbread Grocery	498,097	498,097							
30.270.519.4920	Flagpole along I75	90,000	90,000							
30.270.519.4924	City Facilities Major Repairs	1,084,309	1,084,309							
30.270.519.4927	Security Upgrades in City Facilities	9,578	9,578							
30.270.519.4935	City Hall Generator Replacement	648,286	648,286							
30.270.519.4936	City Hall Sewer Lateral Repair Asphalt	374,027	374,027							
30.270.519.6400	Vehicle Major Repairs & Replacement Re	13,164	13,164							
30.270.519.6401	City Hall & Liles Hotel Elevators	42,953	42,953							
30.270.541.6322	US 41 Bridge Beautification	114,000	114,000							
30.270.545.6355	Parking Garage Feasibility	50,000	50,000							
30.270.572.6000	Additional Soccer Fields	3,022,300	2,625,000				397,300			
30.270.572.6360	City Wide Park Lighting-LED Conversion	38,500	38,500							
30.270.573.4928	Acquisition of Public Art	138,000	138,000							
30.270.575.6014	Everglades Wonder Gardens Cafe' Upgr	99,684	99,684							

Resolution Budget Amendment Carryover Attachment A. December 20, 2023										
		Capital								
		Carryover								
		Budget	General			Road Impact	Park Impact	Stormwater	Building	BSU
		Amendment	Fund	Gas Tax	Grants	Fees	Fees	Fee	Fees	Funding
30.402.513.6400	Cameras - City Hall Chambers	1,663	1,663							
30.602.572.6022	Small Rec Building Improvements	60,000	60,000							
30.603.572.6008	Comm Park Sealcoating Parking Lot	50,733	50,733							
30.603.572.6015	Baseball Complex Master Plan	1,092,445	1,092,445							
30.603.572.6350	Community Park Tennis Court Resurface	13,360	13,360							
30.603.572.6361	Community Park Playground Improvements	44,015	44,015							
30.604.572.6000	Pool Geothermal Heater/Chiller	-	-							
30.604.572.6001	Pool-Fountain Resurfacing	80,000	80,000							
30.604.572.6023	Pool Roof Replacement	-	-							
30.604.572.6024	Pool Family Restroom	-	-				-			
30.605.572.6009	Riverside Parking Sealcoating Parking Lot	19,462	19,462							
30.605.572.6010	Riverside Park Lighting to LED	-	-							
30.605.572.6013	Bandshell Area Improvements	36,009	36,009							
30.605.572.6205	Bandshell Renovations/Upgrades	75,000	75,000							
30.605.572.6351	Depot Park Playground Expansion	250,000	250,000							
30.605.572.6356	Island Park Entrance Improvements	525,973					525,973			
30.605.572.6359	Banshell Lawn Artificial Turf	350,000	350,000							
30.609.572.6025	Former Community Hall & Banyan Lot	532,773	532,773							
30.610.572.6016	Dog Park Shade Structure	14,653					14,653			
30.610.572.6021	Dog Park Trail Overlay	45,000	45,000							
30.611.537.6000	Beach Renourishment 2024	777,221	777,221							
30.613.572.6029	Sealcoating Soccer Complex Parking	4,159	4,159							
30.615.572.6019	Liler Hotel Roof Replacement & Stucco	6,286	6,286							
30.615.572.6200	Liles Hotel & Plaza Wall Exterior Painting	15,210	15,210							
30.620.572.6028	Sealcoating Marni Fields Parking	9,780	9,780							
30.620.572.6352	Marni Fields Install Water & Sewer	186,421	186,421							
30.628.572.6001	Mayhood Park Exotics Removal	60,250	60,250							
30.629.572.6353	Oak Creek Kayak Launch	-	-							
30.631.572.6210	Former Library Building	559,460	559,460							
	Fd 30 Capital Projects for Carryover	88,642,159	22,691,005	2,802,317	34,790,798	23,082,698	1,777,146	2,800,000	698,195	-
31.000.552.6311	Downtown Redevelopment	78,381	78,381							
31.602.572.6000	Recreation Center Improvements	300,000	-				300,000			
31.603.572.6001	Community Park Improvements	-	-							
31.604.572.6000	Pool Landscaping	-	-							
31.604.572.6002	Children's Activity Pool	2,315,128	1,269,126				1,046,002			
31.605.572.6008	Skate Park	116,685	101,349		-		15,336			
31.610.572.6005	Additional Trails/Entrance	2,608					2,608			
31.621.572.6007	River Prk-US 41	47,155	36,500		-		10,655			
	Fd 31 Capital Projects for Carryover	2,859,957	1,485,356	-	-	-	1,374,601		-	-
Grants Revenue Carryover/Funding Increases										
13.707.5728200	Covid-19 Food Insecurity (no City Match)	157,062			157,062	13.707.3316200				
	Fd 13 Grant Funds Carryover	157,062	-	-	157,062	-	-	-	-	-
	Capital Carryover All Funds	92,050,883	24,568,066	2,802,317	34,947,860	23,082,698	3,151,747	2,800,000	698,195	-

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 23-12-281
December 20, 2023

REQUESTED MOTION: Approve agreement with Q. Grady Minor & Associates, PA for engineering design services for the Rosemary Drive Stormwater and Multi-Use Pathway Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 2) Transportation, 4) Environmental Protection, 5) Strengthen City Finances

BACKGROUND: City Council approved an agreement with Lee County Human and Veteran Services on April 19, 2023 for the City's annual entitlement allocation of U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for multiple years totaling \$668,111.00. The funds are designated for the Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services project.

On August 8, 2023, the City received four (4) sealed Letters of Interest (LOI) for engineering design services (CN 23-12). On August 17, 2023, the Selection Committee met to evaluate the submittals. After reviewing the presentations from the four (4) firms the Selection Committee recommended Q. Grady Minor & Associates, PA as the top ranked firm. City Council approved the Selection Committee's recommendation during the October 4, 2023 meeting.

STAFF RECOMMENDATION: Approve agreement with Q. Grady Minor & Associates, PA for design services for Rosemary Drive Stormwater and Multi-Use Pathway project.

ATTACHMENTS:

1. Q. Grady Minor & Associates, PA agreement
-

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
PROFESSIONAL SERVICES AGREEMENT
ROSEMARY DRIVE STORMWATER AND MULTI-USE
PATHWAY ENGINEERING DESIGN SERVICES

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2023, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and Q. Grady Minor & Associates, PA (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: CN #23-12, Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services, and

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

WHEREAS, the selection and engagement of the Consultant has been made by the City in accordance with the provisions of the Consultants Competitive Negotiation Act, Florida Statutes §287.055.

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

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

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

1.01 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

ARTICLE 2.00-DEFINITIONS

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

2.01 CITY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

2.04 SUB-CONSULTANT

The term "Sub-Consultant" shall refer to any individual or firm offering professional services which is engaged by the Consultant to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant.

2.05 SUBCONTRACTOR

The term "Subcontractor" shall refer to any individual, company or firm providing other than professional services which is engaged by the Consultant to assist the Consultant in contractually obligated, responsible, and liable to provide and perform under this Agreement. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any subcontractor.

2.06 PROJECT

The term "Project" shall refer to such facility, system, program or item as described in the summary statement set forth in the preamble of this Agreement.

2.07 BASIC SERVICES

The term "Basic Services" shall refer to the professional services set forth and required pursuant to this Agreement and as described in further detail in the attached Scope of Professional Services.

2.08 ADDITIONAL SERVICES

The term "Additional Services" shall refer to such professional services as the City may request and authorize, in writing, the Consultant to provide and perform relative to this Agreement which are not included in the basic services. Additional services shall be authorized by the execution of both parties to this Agreement by a change order agreement.

2.09 CHANGE ORDER

The term "Change Order" shall refer to a written document, change order agreement, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon scope of professional services and tasks, compensation and method of payment, time and schedule of performance, or project guidelines and criteria as such were set forth and agreed to in the initial agreement, supplemental task authorization(s), or previous change orders issued thereto. The change order document, which shall be executed on a City standard form, shall set forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion, and the guidelines, criteria and requirements pertaining thereto.

The amount of the change in contract compensation and time set forth in any and all change orders executed and issued under this Agreement shall be understood and agreed by both parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the change order including, but not limited to, any and all direct costs, indirect costs and associated costs which may result from or be caused by the change order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the Consultant's general administrative and overhead costs and profit.

In the event the City decides to delete all, or portions, of the scope of services, task(s), or requirements set forth in the initial agreement, supplemental task authorizations or previously authorized change orders, the

City may do so by the unilateral issuance of a written change order to the Consultant which shall be signed by both parties.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term "Supplemental Task Authorization" as used refers to a written document executed by both parties to an existing professional services agreement setting forth and authorizing a limited number of professional services, tasks, or work.

2.11 CITY MANAGER

The term "City Manager" shall refer to the City Manager or his designee requesting the service, employed by the City Council to serve and act on the City's behalf, as it relates to this project. The City Manager within the authority conferred by the City Council, acting as the City's designated representative shall issue written notification to the Consultant of any and all changes approved by the City in the Consultant's: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or other change(s) relative to basic services and additional services pursuant to this Agreement or change order(s) or supplemental task authorization(s) pertaining thereto. The City Manager shall be responsible for acting on the City's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, change order(s) or supplemental task authorization(s) issued thereunder.

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. The Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

Lump Sum Fee(s), hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultant(s) and/or sub-contractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set forth in subsequent work orders, supplemental agreements, and/or change orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEE(S)

When all, or any portion, of the Consultant's compensation to provide and perform the services and work necessary and required pursuant to the tasks set forth in the Scope of Professional Services, and any change orders, supplemental task authorizations, and work orders authorized thereto, is established to be made on a not-to-exceed (NTE) amount basis, it is mutually understood and agreed that such compensation for each completed task shall be made on the following basis:

For the actual hours necessary, required and expected by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in the Compensation and Method of Payment, which is attached hereto and made a part of this Agreement, to the above referenced Agreement and any change orders or supplemental task authorizations authorized

thereto; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by sub-consultants and subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the City and the Consultant and as are set forth as a part of the above referenced Agreement and any change orders or supplemental task authorizations authorized thereto; and

With the understanding and agreement that the City shall pay the Consultant for all such costs and expenses within the established NTE amount for each task or sub-task subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the City covering all such costs and expenses; and

With the understanding and agreement that the Consultant's invoices and all payments to be made for all NTE amounts shall be subject to the review, acceptance and approval of the City; and with the understanding and agreement that when the Consultant's compensation is established on a NTE basis for a specific task(s) or sub-task(s) the total amount of compensation to be paid the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant and subcontractor costs for any such specific task(s) or sub-task(s) shall not exceed the amount of the total NTE compensation established and agreed to for each specific task(s) or sub-task(s). In the event the amount of compensation for any task(s) or sub-task(s) to which the Consultant is entitled on the NTE basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the NTE amount established for the specific task or sub-task, it is understood and agreed that any unexpended amount under a specific task or sub-task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other task(s) or sub-task(s).

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

The Consultant agrees when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all basic services and additional services to be provided pursuant to this Agreement.

2) CONSULTANT'S PROJECT DIRECTOR

The Consultant agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising under this Agreement unless substitute arrangements have been furnished to the City in writing. The Consultant agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance of the City.

3) CONSULTANT'S STAFF

Consultant will specify the technical and support staff who will be assigned to this project. Consultant will notify City's Project Manager of any changes and/or substitution of staff working on the project.

4) REMOVAL OF PERSONNEL

The Consultant agrees, within thirty (30) calendar days of receipt of a written request from the City, to promptly remove and replace the Consultant's Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the City shall request, in writing, be removed, this request may be made by the City with or without cause.

5) IMMIGRATION LAW COMPLIANCE

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

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the City. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The City may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all basic services and additional services will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

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

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations,

estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any sub-consultant(s) and/or subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any sub-consultant(s) or subcontractor(s) engaged by the Consultant.

2) CITY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

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

3.06 LIABILITY AND HOLD HARMLESS

To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees caused in whole or in part by any negligent act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expenses and in a manner acceptable to and approved by the City, any property damage caused by, the willful or negligent acts of the Consultant, or of its sub-consultants and/or subcontractors. This Consultant's obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the City.

The City reserves the right, should the Consultant fail to make such repairs and/or replacement within a reasonable period of time after written notice, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the City for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

- 1) In the event the services required pursuant to this Agreement include the Consultant preparing and submitting to the City cost estimates, the Consultant, by exercise of this experience, effort, knowledge and judgment, shall develop such cost estimates as are set

forth in, or as may be required under this Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and corrections of any and all such cost estimates. For purposes of the liability provisions of this article only, the Consultant's estimate(s) shall be considered valid and effective for a period of six (6) months from the date of the City's acceptance of the estimate(s).

- 2) The cost estimates of Consultants or sub-consultants engaged by Consultants, for the appraisal or valuation of property or easements, or the estimate of damages or costs associated with the acquisition of property or easements are exempted from the provisions provided in Consultant to Repair Property Damage Caused by the Consultant.

- 3) COST ESTIMATES

- a) ORDER OF MAGNITUDE ESTIMATE

This is an approximate estimate made without detailed architect/engineering data. Examples include, but are not limited to, an estimate from cost-capacity curves, an estimate using scale-up or scale-down factors, and an approximate ratio estimate. This type of estimate shall be accurate within plus fifty percent (50%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the order of magnitude estimate shall be recoverable by the City.

- b) BUDGET ESTIMATE

Budget in this case applies to the City's budget and not to the budget as a project controlled document. A budget is prepared with the use of flow sheets, layouts, and equipment details. This type of estimate shall be accurate within plus twenty-five percent (25%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the budget estimate shall be recoverable by the City.

- c) CONSTRUCTION COST ESTIMATE

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well-defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing the project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a construction cost estimate is vital to the City's interests because it may be used for such purposes as, but not limited to the following: budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction project.

In the event the City solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a construction cost estimate prepared by the Consultant, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the Consultant's construction cost estimate by more than the percent accuracy set forth hereinabove, the Consultant shall, upon notification by the City, assume responsibility for and proceed to provide and perform the following service without additional compensation.

The Consultant will, subject to the review and approval of the City, modify at its expense the specifications, design, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the construction cost estimate prepared by the Consultant. Any such modifications made by the Consultant shall not conflict with the functional or operational requirements established by the City for the project and set forth in this Agreement or change order(s) or supplemental task authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawing prepared by the Consultant, nor shall such modifications adversely affect the safe use or operation of the constructed project.

In the event (1) the Consultant's modification of the design, specifications, drawings and related bidding and contract documents, and (2) the re-solicitation of bids or price proposals do not result in bids or price

proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the Consultant's construction cost estimate, the costs associated with the Consultant's preparation and development of the construction cost estimate shall be recoverable by the City by an appropriate reduction in the Consultant's invoice requesting payment for services rendered.

For determination of compliance with the accuracy requirement established for the construction cost estimate prepared by the Consultant, the amount of the construction cost estimate submitted by the Consultant shall be adjusted from the date the construction cost estimate was received by the City until the date bids or price proposals are received by the City, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly Engineering News-Record) a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the City receives less than three bids or priced proposals for a project, there is the potential that such bids or priced proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the Consultant, the low bid or the low priced proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the Consultant may deem it appropriate to recommend the City reject any such bid(s) or priced proposal(s). If under such circumstances the City concurs with the Consultant's recommendation and rejects the bid(s) or priced proposal(s), the City will not hold the Consultant responsible to, nor will the City require the Consultant to, modify the specifications, design, drawings and related bidding and contract documents as set forth hereinbefore.

3.10 PERMITS

The Consultant will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the City and made payable to the respective governmental body upon the Consultant furnishing the City satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the City in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The City shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the City so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

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

Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

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

Each such change order or supplemental task authorization shall set forth a comprehensive, detailed description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing said additional services.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are

accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized. The compensation to be paid the Consultant as set forth in the Compensation and Method of Payment, change orders, and supplemental task authorizations authorized thereto shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in the Scope of Professional Services, change orders and supplemental task authorizations authorized thereto as stated above.

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

The City agrees after the execution of this Agreement to promptly advise the Consultant, in writing, of the person designated to serve and act as the City's Project Manager. Such notification shall be provided to the Consultant by the Project Manager.

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the Consultant regarding requirements the City has established or suggests relative to the project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria are set forth in the Project Guidelines and Criteria, which is attached hereto and made a part of this Agreement.

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the Consultant's request, the City agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the City to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the City such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The City agrees that the City Manager and the Project Manager shall be available within a reasonable period of time, with reasonable prior notice given by the Consultant, to meet and/or consult with the Consultant on matters pertaining to the services to be provided and performed by the Consultant. The City further agrees to respond within a reasonable period of time to written requests submitted by the Consultant.

4.04 ACCESS TO CITY PROPERTY

The City agrees, with reasonable prior written notice given by the Consultant, to provide the Consultant with access within a reasonable period of time to City property, facilities, buildings and structures to enable the Consultant to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with City operations, or the operations carried on by others under a lease, or other contractual arrangement with the City, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the Consultant's normal office and/or field work days and/or work hours.

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

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

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

The City shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

- a) The City shall pay Consultant on the basis of services completed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment, as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the City. No payments shall be made for Consultant's work-in-progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the City. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the City, the City reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- b) The City shall pay the Consultant for services performed for tasks set forth in the Scope of Professional Services and the Compensation and Method of Payment on the basis of an invoice statement covering Consultant's work-in-progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such work-in-progress percentages are subject to the review and approval of the City. The decision of the City shall be final as to the work-in-progress percentages paid. Payment by the City for tasks on a work-in-progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the City of any such service or work-in-progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous work-in-progress payments have been made. All tasks to be paid for on a work-in-progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in the Compensation and Method of Payment with the notation (WIPP). Only tasks so identified will be paid on a work-in-progress percentage basis.

3) PAYMENT SCHEDULE

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

adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

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

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

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the City suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the City shall compensate the Consultant only for the services performed prior to the effective date of suspension, reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.05 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; (3) and/or are modified by the subsequent issuance of supplemental task authorization(s) and/or change order(s), other than receiving the compensation set forth in Payment When Services are Terminated at the Convenience of the City and Payment When Services are Suspended, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the City may authorize specific tasks to be completed. Upon agreement on the scope and fee for this work and execution of supplemental task authorization, the City will issue the Consultant a written notice to proceed. Following the issuance of such notice to proceed the Consultant shall be authorized to commence work and the Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The Consultant agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, which is attached hereto and made a part of this Agreement.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the City, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the City shall grant the extension if the City determines the delay(s) encountered by the Consultant, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The Consultant shall be required as a condition of this Agreement to prepare and submit to the City, on a monthly basis, commencing with the issuance of the notice to proceed, a Consultant's work schedule. The work schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks

required to provide, perform and complete all of the services and work required completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in the Schedule of Performance, pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's work schedule of planned and actual work progress shall be updated and submitted by the Consultant to the City on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the City at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any change order(s) and supplemental task authorization(s) issued thereto.

ARTICLE 7.00-SECURING AGREEMENT

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 8.00-CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its sub-consultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the City's attention, in writing. The City will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the City to determine if such a conflict of interest exists. If the City determines that there is a conflict of interest, Consultant or such sub-consultant shall decline the representation upon written notice by the City.

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City's prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

Should the Consultant fail to advise or notify the City as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other

persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

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

ARTICLE 10.00-APPLICABLE LAW

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

ARTICLE 11.00-COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

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

ARTICLE 12.00-WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00-INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00-REPRESENTATION OF THE CITY

The Consultant in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the City in this manner and to the extent specifically set forth in writing in this Agreement or thereto, and as provided in any written change order(s) and supplemental task authorization(s) issued thereunder.

In the event the Consultant's services or work involves construction contract administrative support services, the Consultant is not authorized to act on the City's behalf, and shall not act on the City's behalf, in such a manner as to result in change(s) to (1) the cost or compensation to be paid the construction contractor; or (2) the time for completing the work as required and agreed to in the construction contract; or (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The City will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the

Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the City of a written change order deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the City, shall be delivered by the Consultant to the City within seven (7) calendar days of the City making such a request. In the event the City gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the City of a written change order deleting all or part of the services or work required, the Consultant shall deliver to the City the requested documents as set forth hereinabove, with the mutual understanding and commitment by the City that compensation earned or owing to the commitment by the City that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the notice of termination or change order.

The Consultant, at its expense, may make and retain copies of all documents delivered to the City for reference and internal use. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without the prior expressed written permission of the City.

Any use by the City of said documents, data and information contained therein, obtained by the City under the provisions of this Agreement for therein, obtained by the City under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the City, and without liability to the Consultant. The City shall be liable and agrees to be liable for and shall indemnify, defend and hold the Consultant harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the City's use of such documents in a manner contrary to the provisions set forth hereinabove. The City hereby acknowledges receipt of \$10.00 (ten and no hundred dollars) and other good and valuable consideration from the Consultant which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of six (6) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period six (6) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

17.01 COMPLIANCE WITH PUBLIC RECORDS LAW

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

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the

records to the City.

- d) Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- g) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, clerk@cityofbonitasprings.org.**
- h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 18.00-HEADINGS

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

ARTICLE 19.00-ENTIRE AGREEMENT

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

ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO CITY

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

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

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

20.02 NOTICES BY CITY TO CONSULTANT

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

Consultant: Q. Grady Minor & Associates, PA

Consultant Address: 3800 Via Del Rey

City, State, Zip Code: Bonita Springs, FL 34134

Telephone Number: (239) 947-1144

Consultant Fax Number: (239) 947-0375

ATTENTION: Daniel Flynn
Project Director

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00-TERM

This Agreement is effective as of the date both parties have executed the agreement. The Agreement period is for Three (3) years with the option to renew for One (1) year.

ARTICLE 22.00-TERMINATION

This Agreement may be terminated by the City at its convenience, or due to the fault of the Consultant, by the City giving thirty (30) calendar days written notice to the Consultant.

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

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

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

22.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the Consultant shall deliver to the City all papers, drawings, models, and other material in which the City has exclusive rights by virtue hereof or of any business done, or services or work performed by the Consultant on behalf of the City.

ARTICLE 23.00-AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written amendment, the requirements, provisions and/or terms of the amendment shall take precedence.

ARTICLE 24.00-MODIFICATIONS

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

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

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

ARTICLE 25.00-ACCEPTANCE

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

(THE REMAINING PORTION OF THE PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

CITY OF BONITA SPRINGS CITY COUNCIL

BY: _____
Michael J. Sheffield, CITY CLERK

BY: _____
Rick Steinmeyer, MAYOR

DATE: _____

APPROVED AS TO FORM

Seal:

BY: _____
CITY ATTORNEY'S OFFICE

ATTEST:

CONSULTANT

(Witness)

BY: _____
(Authorized Signature)

(Witness)

(Title)

DATE: _____

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services

Date: December 20, 2023

Basic Services

Section 1 General Scope Statement

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

Section 2 Tasks

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

Sub-Task 1 - Project Management

Project general tasks include project management, project meetings, field reviews, technical meetings, contract maintenance, project documentation and coordination.

Sub-Task 2 - Traffic Engineering Analysis

GradyMinor will contract with a RK&K to perform the following traffic data collection, forecasting, and traffic analysis tasks to support design traffic recommendations for the project corridor.

1. Data Collection: Collect appropriate vehicle and pedestrian counts, at ten (10) intersections along Rosemary Drive.
2. Crash Data Review: Using five years of crash data provided by the City, review the crash data and identify correctable trends to be included in the project.
3. Traffic Forecasting: Utilizing the FDOT District 1 Regional Planning Model (D1RPM), determine the future year volumes for vehicles within the area.
4. Traffic Analysis: Utilizing Synchro/SimTraffic/SIDRA, conduct technical analysis for traffic operations at intersections along Rosemary Drive for the existing, future year no build, and one (1) future year build scenario. Analysis will be conducted in accordance with FDOT and City standards.
5. Technical Memorandum: Document results and recommendations from the traffic operations analysis in a technical memorandum that will be part of the project's Design Documentation. Revise the technical memorandum one time to incorporate the City's input.

Sub-Task 3 - Surveying/Mapping Services

GradyMinor will provide surveying services per the below:

1. Survey Control Horizontal/Vertical: Establish horizontal and vertical control on the proposed project route and set up to three (3) benchmarks and control points along said route using the datum as specified by the design.

2. **Records Research:** Obtain information from the Lee County Property Appraiser's Office, Lee County Clerk of Courts, and the City of Bonita Springs to acquire record evidence of parcel ownership (as required), existing Right-of-Way (ROW) limits for Rosemary Drive along with the intersections along the roadways, certified corner records and horizontal and vertical control.
3. **Base Map Digital Control File:** Create a master horizontal control file to be utilized throughout the planning and design of the roadway alignment. This map will include the location of the existing ROW lines for those portions of intersecting roadways that fall within the project limits. These ROW lines together with the boundary lines and controlling monuments for the ownership entities will serve as the base geometry for the project.
4. **Route Survey and Topography:** Obtain cross-section elevations at 50-foot intervals along the route and extend a distance of 10 feet beyond the existing ROWs. Above ground improvements, including trees lying within 10 feet either side of the existing ROW lines will be located. Identify ROW limits, platted property corners, edge of pavement, driveways (size and material of construction), sidewalks, fences, vegetation, significant improvements in the ROW, culverts and storm structures (with size, material and invert depths), sanitary sewer structures (invert depths), visible above ground utility features (including flow meters and backflow assemblies), and topographic data. Each intersection will be surveyed in more detail to ascertain the information necessary to tie into the existing elements.

Sub-Task 4 - Public Outreach

A. Scheduled Public Meetings

The GradyMinor team will prepare for and attend one (1) scheduled public meeting as described below.

Meeting #1: Community Meeting: The purpose of this meeting is to inform citizens of the design concepts and receive feedback. GradyMinor will assist the City in disseminating an invitation to the public meeting to identified property owners within 500 feet of the project corridor. GradyMinor will invite other stakeholders including representatives from Lee County Public Schools, the City of Bonita Springs and stakeholders as directed by the City. GradyMinor will prepare and present a power point presentation that explains the project alternatives and project next steps.

GradyMinor will prepare corridor renderings and illustrative 3D graphics for the proposed Community Meetings.

B. Public Relations Assistance

The consultant will work with the City to develop Public Relations materials and campaign to keep the public informed about the project. Efforts will include developing and maintaining a project webpage that will have up-to-date information about the status of the project and posters and flyers promoting the webpage. Public meeting materials will be displayed on the webpage for public review and comment. The public will be able to sign up on the webpage for email blasts for the project.

Sub-Task 5 - Geotechnical Explorations

GradyMinor will contract with a UES to provide Geotechnical Services as described below.

1. Six (6) pavement cores spaced evenly along corridor to determine pavement, base and subbase types and thickness.
2. Six (6) auger borings, 5 feet deep, as directed by the City.
3. Three (3) field permeability tests

A report providing geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of special considerations (e.g. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.).

Sub-Task 6 – Roadway Design

1. Project Concepts - GradyMinor will prepare up to two (2) concepts that will be up to a 30% design level submittal. A third concept is included in this proposal but will only be developed at the direction of the City. The conceptual layouts will be drafted in AutoCAD over aerial imagery to facilitate advancing into design. Additionally, up to six (6) visual renderings (three different designs for the two different right-of-way width sections) will be prepared to represent the character, context, and intent of the proposed design.

Each concept alternative will follow Complete Streets principles and will consider ROW needs. Concepts will also evaluate functional and physical relationships among different land uses, and the aesthetic character in and around the corridor area, including landscaping needs.

2. Final Concept Documentation

Following the conceptual design submittal review and public meetings, GradyMinor will summarize the recommended concept, public meetings and engineering factors that led to the selection of the conceptual alternatives in a concise Final Concept Alternative Memorandum. The concept plan included in the memorandum will be based on the final traffic recommendations, design survey and illustrate sidewalk, driveway access and horizontal layout of the proposed plan. The memorandum will generally include the following information:

- a. Results of Traffic Engineering Analysis,
 - b. Typical Sections,
 - c. Design Criteria,
 - d. Up to three (3) concept layouts
 - e. Up to six (6) visual renderings
 - f. Preliminary streetscape improvement plans,
 - g. Utility Summary,
 - h. Stormwater Drainage summary,
 - i. Geotechnical summary,
 - j. Landscape concepts,
 - k. Meeting minutes from the community meeting,
 - l. Opinion of Probable Construction Cost,
 - m. Summary of Recommendations.
3. The GradyMinor team will prepare a complete Roadway Design Package as described below.

This work effort includes the roadway and stormwater drainage, utility, lighting design analysis needed to prepare a set of Roadway Plans, Signing and Pavement Markings Plans, Utility Adjustment Plans, Landscape/Hardscape and Irrigation Plans, and Lighting Plans.

a. Roadway Improvement Plans

GradyMinor will prepare roadway design plans on 11"x17" sheets depicting the proposed roadway, streetscape, lighting, intersection, stormwater, and utility improvements. The design plans will consist of the following sheets:

1. **Key Sheet.**
2. **General Notes.**

3. **Typical Sections** – Typical sections will be developed to illustrate the recommended roadway improvements.
4. **Drainage Map** – An overall stormwater drainage map depicting contributing basin areas, flow directions and existing and proposed collection system will be presented.
5. **Plan/Profile Sheets** – The plan/profile sheets will detail geometric design requirements, pavement resurfacing, pavement widening, turn lane additions, turn-outs for intersecting streets/driveways, sidewalk, hardscape and re-alignment in areas of pavement widening, drainage structure modifications, and erosion control measures. Plan sheets will include individual property owner names and addresses for each parcel located along the corridor.
6. **Intersection Details** – Where needed, detailed grading improvements to intersections will be provided.
7. **Driveway Details** – Where necessary, driveway details sheets will include information depicting the limits of driveway reconstruction; grading information and cross drain information for accommodation of existing residential and commercial driveway connections.
8. **Drainage Structure Sections and Tabulation** – Construction plan sheets providing a tabular listing of stormwater drainage structure ID's, FDOT Index references, pipe inverts, pavement elevations and drainage structure sections for each stormwater drainage structure proposed for the project.
9. **Cross-Sections** (up to 65 cross-sections) – Roadway cross sections will be developed at 50-foot intervals.
10. **Miscellaneous Detail sheets**
11. **Traffic Control Plan** - The traffic control plan will include maintenance of traffic plans during construction as well as the phasing of the construction.
12. **Erosion Control/SWPPP Plans** – Erosion control plans will be prepared depicting site-specific erosion control measures, as well as general notes, details and specifications for additional erosion control measures that may be needed depending on site conditions. It is assumed that these plans will constitute the Stormwater Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction.
13. **Utility Adjustment Plans** – Based on information provided by the various utility providers in the corridor, proposed utility adjustments will be detailed on these sheets in addition to the proposed utility improvements.
14. **Quantities** – Develop quantities consistent with City preferences and prepare an Opinion of Probable Costs (OPC). The OPC will be submitted with the 60%, 90% and 100% plans.
15. **Submittals** – GradyMinor will submit up to five (5) copies and an electronic copy of the roadway plans at 60%, 90% and 100% completion stage to the City.

Sub-Task 7 – Drainage Design

GradyMinor will contract with RK&K to perform the drainage design.

1. The drainage design will be in accordance with the City of Bonita Springs Land Development Code and The Manual of Uniform Minimum Standards for Design, Construction, Maintenance for Streets and Highways (Florida Greenbook), and FDOT Drainage Manual. It is assumed that the runoff from Rosemary Drive drains north along side streets to a canal that drains west via a triple 10'x12' box culvert under Old US 41 and then south to the Imperial River. The runoff east of Streetsboro Lane is assumed to drain east along Rosemary Drive and then travel east along Wagon Trail where it outfalls directly to the Leitner Creek and ultimately to the Imperial River.
2. The drainage design shall include pre and post condition drainage basin maps to define the system hydrology, storm drain hydrology and hydraulics. A drainage design documentation will be submitted in report format and will be included in the permit applications necessary for the project. It will include applicable calculations and design decisions for the proposed drainage system.

3. RK&K will prepare a summary of drainage structures, drainage plan layouts, drainage map, drainage structures, erosion control sheets, stormwater pollution prevention plan (SWPPP) if required, and applicable notes and special details for the 60%, 90% and Final Plans.

Sub-Task 8 – Permitting

1. South Florida Water Management District (SFWMD) Permitting.

GradyMinor will schedule and attend a pre-application meeting with SFWMD to discuss the objectives for the project and establish the parameters that will be required for permitting. GradyMinor will meet and coordinate with the SFWMD during review of the permit application to aid the review process. It is assumed the project will meet the qualifications for a SFWMD General Permit. GradyMinor will contract with Passarella & Associates, Inc. to prepare a Florida Land Use Cover And Forms Classification System (FLUCFCS) map and Protected Species Survey (PSS) within the project limits which will be included with the major modification application to the SFWMD.

2. Florida Department of Environmental Protection (FDEP) Permitting.

It is assumed the project will qualify for a FDEP No Permit Required

Sub-Task 9 – Utility Coordination

GradyMinor will be responsible for coordinating the proposed design with the affected utility companies within the project limits. The individual utility owners will designate the existing utilities within the project limits and assist the utilities during the design phase.

Each utility provider will be responsible for the design of their respective utilities for this project. These designs will be provided to GradyMinor by the utility provider in AutoCAD format for inclusion into the Roadway Plans for this project. GradyMinor will be responsible for coordinating with the utility providers for the proposed construction elements such that utility conflicts are minimized or avoided.

GradyMinor will provide to the utility owners, electronic PDF files of plans for each of the 60%, 90% and 100% submittals.

A. Utility Locates

GradyMinor will contract with Earth View, Inc. to provide subsurface utility engineering (SUE) services as described below.

Subsurface utility excavation of the existing utilities to verify the location (horizontal and vertical), size and material of the existing mains within the project site. This proposal includes twenty-five (25) soft digs within the right-of-way.

Sub-Task 10 – Signing and Marking Plans

Signing and pavement marking plan sheets, details, signing, wayfinding and General Notes sheet will be provided in accordance with City and MUTCD standards. The Signing and Marking Plans will be submitted at the 60%, 90% and 100% design phase submittals.

The plan set will include the following sheets:

1. Key sheet,
2. Notes and tabulation of quantities,
3. Signing and Pavement Marking Plans,

Sub-Task 11 - Lighting Plans

GradyMinor will contract with RK&K to prepare the design of the roadway light layout within the project area, including provision of photometric plots and data and will be submitted at the 60%, 90% and 100% plan submittals. The GradyMinor team will coordinate with the City on the type of lighting fixtures and hardware that will be included in the design.

The plan set will include the following sheets,

1. Key sheet,
2. Notes and tabulation of quantities,
3. Lighting plans,
4. Pole Data Detail sheets.

Sub-Task 12 - Landscaping, Hardscape & Irrigation Plans

GradyMinor will prepare landscape architecture construction documents consisting of:

1. Landscape architecture, hardscape plans, with dimensioning/horizontal control for hardscape, furnishings, signage, and other relevant component locations and dimensions.
2. Landscape planting plans.
3. Landscape, Hardscape & Irrigation plans.
4. Enlargement plans for key design components, as necessary.
5. Detail sheets for key components.

Documents prepared under this task will be of sufficient detail for bidding, permit applications, and implementation purposes. Details will describe materials, finishes, systems, equipment, workmanship, quality and performance criteria. These documents will be submitted to the City for review at the 60%, 90% and 100% plan submittals. It is assumed that proposed irrigation will be connected to the Bonita Springs Utilities' (BSU) potable water in the vicinity of the project corridor.

Sub-Task 13 – Post Design Services

Bid Document Preparation and Review

1. GradyMinor will prepare and assemble construction bidding documents, including specifications for the subject Work and the construction contract. GradyMinor will coordinate with City of Bonita Springs Purchasing staff to issue bid packages for the submittal of quotations to perform the work and conduct one (1) pre-bid meeting with potential bidders. GradyMinor will assist the City in response to bidder's questions through the bid process. GradyMinor will review the bids and will prepare a written summary of this tabulation and evaluation and make a recommendation of award.

Post Design Services

1. Following the award of the construction contract, GradyMinor shall attend the preconstruction meeting, review and approve shop drawings, attend progress meeting and address contractor Requests for Information (RFI's), perform periodic site inspections to necessary to certify the work complete, and prepare record drawings (based on Contractor's provided as-built survey and redlines). Full time inspection services are not included in this contract.

SCHEDULE

GradyMinor will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule. A detailed project schedule will be developed and discussed at the first progress meeting. The project schedule will be maintained throughout the performance of the scope of services. It is anticipated that the Scope of Services for the design and bidding phase will be completed in eighteen (18) months after Notice to Proceed (NTP) unless there are delays outside of the GradyMinor's control, such as delays associated with ROW issues and negotiations, unanticipated design or permitting issues, City requested design changes, etc. Post design phase during construction duration is expected to be twelve (12) months for a total project duration of thirty (30) months.

EXHIBIT B

Compensation and Method of Payment Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services

Date: December 20, 2023

Section 1 Basic Services/Task(s)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
Sub-Task 1	Project Management	\$ 72,643.50	LS	
Sub-Task 2	Traffic Engineering Analysis	\$ 67,464.24	LS	
Sub-Task 3	Surveying/Mapping Services	\$ 35,600.00	LS	
Sub-Task 4	Public Outreach	\$ 55,935.51	LS	
Sub-Task 5	Geotechnical Explorations	\$ 5,930.00	LS	
Sub-Task 6	Roadway Design	\$162,202.00	LS	
Sub-Task 7	Drainage Design	\$149,768.12	LS	
Sub-Task 8	Permitting	\$ 19,200.00	LS	
Sub-Task 9	Utility Coordination	\$ 27,627.00	LS	
Sub-Task 10	Signing and Marking Plans	\$ 32,557.37	LS	
Sub-Task 11	Lighting Plans	\$ 41,955.38	LS	
Sub-Task 12	Landscaping, Hardscape & Irrigation Plans	\$ 46,500.00	LS	
Sub-Task 13	Post Design Services	\$ 62,400.00	LS	
TOTAL		\$779,783.12		

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2
Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services

Consultant's Personnel Hourly Rate Schedule*

Date: December 20, 2023

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

CONSULTANT OR SUB-CONSULTANT NAME Q. Grady Minor & Associates, PA
(A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
N/A	N/A

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

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

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

EXHIBIT C

Time and Schedule of Performance Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services

Date: December 20, 2023

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

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Sub-Tasks 1 -13	Roadway Design Services		577 Days

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s) Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services

Date: December 20, 2023

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
Geotechnical	UES	Yes
Subsurface Utility	Earthview	Yes
Public Outreach	Cella Molnar & Associates	Yes
Permitting	Passarella & Associates, Inc.	Yes
Drainage/Traffic/Lighting	Rummel, Klepper & Kahl, LLP	Yes

EXHIBIT E

Project Guidelines and Criteria
Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services

Date: December 20, 2023

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

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

Item No. 1

N/A

EXHIBIT F

Truth in Negotiation Certificate
Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services

Date: December 20, 2023

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the CN 23-12 Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services.

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

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

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

COMPANY NAME: _____

BY: _____

TITLE: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____,

by _____ who is personally known OR has produced

(Print or Type Name)
Number)

(Type of Identification &

as identification.

Notary Public Signature

Notary Commission Number/Expiration

EXHIBIT G

Insurance and Bonding Requirements

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

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	<u>\$1,000,000</u> single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ <u>\$1,000,000</u> per occurrence, <u>\$1,000,000</u> aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	To the fullest extent permitted by Florida law and to the limit by Florida Statutes § 725.08, the Contractor/Vendor/ Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all liabilities, damages, losses and costs, to person or property including, but not limited to, reasonable attorneys' fees arising out of or caused in whole or in part by any act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Bonita Springs.
☒ Automobile Liability	☒ \$ <u>1,000,000</u> Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft \$ _____ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope

☐ Railroad Right of Way	of the work ☐ Pollution \$ _____ Per Occurrence ☒ Professional Liability <u>\$1,000,000</u> per claim and in the aggregate ☐ Umbrella Excess \$ _____ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000</u>. They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements <u>and other requirements such as payment for and scheduling Railroad Inspector / Flagman</u>, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

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

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

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

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)**

Provided by the Insurance Carrier and/or the Vendor.

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

EXHIBIT H

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

VENDOR

Company Name

DUNS Number

Signature

Date

Print Name and Title

Street Address

City, State, Zip

For City of Bonita Springs use only

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

Company: [] is debarred [] is not debarred

Verified by: _____ Date: _____
 Name

EXHIBIT I

Scrutinized Companies Statement

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

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number **CN-23-12**, for **Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services**.
2. This sworn statement is submitted by _____ whose business _____
[Name of entity submitting sworn statement]
address _____
is _____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
_____.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

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

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

[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

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

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

For City of Bonita Springs use only

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

Scrutinized Companies that Boycott Israel List:

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

Scrutinized Companies with Activities in Sudan List:

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

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

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

Business Operations in Cuba or Syria:

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

Verified by: _____

Date: _____

Print Name

REQUESTED MOTION: Authorize staff to commence foreclosure proceedings for multiple code enforcement liens against the properties located at 26930 Old 41 Road, 27709 Old 41 Road, and 4288 Bonita Beach Road.

REQUESTOR: Derek Rooney, City Attorney; Tony Backhurst, Director of Neighborhood Services

AGENDA: Consent

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

BACKGROUND:

The following three properties have significant code enforcement liens and special assessments recorded against them without the probability of compliance or collection. In addition to the hard costs incurred by the City, these properties continue to consume staff time due to monthly follow-up inspections and accompanying administrative obligations. Staff recommends that the City initiate foreclosure proceedings on the properties to recover the incurred abatement costs and to bring improvements to the neighborhood.

26930 Old 41 Road – This property is a vacant lot located in the Old US 41 Redevelopment Overlay District, and the City has incurred hard costs due to demolition of a condemned structure and continues to impose special assessments for lot maintenance.

27709 Old 41 Road – This property is a former convenience store located in the Old US 41 Redevelopment Overlay District. The dilapidated building has historically been a significant blight to the urban core, and the property's overall condition continues to deteriorate.

4288 Bonita Beach Road – This is a commercial property in operation located within the Bonita Beach Road Corridor. Since code enforcement measures were initiated in May 2018, City staff has made repeated attempts to facilitate compliance, but numerous violations relating to land use and property development regulations remain.

On November 9, 2023, the City's Code Enforcement Hearing Examiner reviewed these cases for legal sufficiency to proceed and entered orders authorizing foreclosure for each property.

STAFF RECOMMENDATION: Authorize staff to commence foreclosure proceedings on the three properties.

ATTACHMENTS: None.

REVIEWERS:

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

REQUESTED MOTION: Consider an appointment to the Art in Public Places Board.

REQUESTOR: Council Member Nigel P. Fullick, District 5

AGENDA: Mayor and Council Member Items

STRATEGIC PRIORITY: none

BACKGROUND:

In 2005, the City Council approved Ordinance No. 05-18 establishing an Art in Public Places Board with seven appointed members of the Board. On September 17, 2018, the City Council approved an amendment to the ordinance increasing the members of the Board to eleven members, while keeping the quorum at the same level (4 members).

Attached is the application from Tom Albrecht, who has expressed an interest in being appointed to the Art in Public Places Board.

The Board currently consists of Amy Quaremba, Gary Price, Janet Flanders, Melissa Layner, Tara Fedorko, Betsy Haskins and Alyona Ushe.

STAFF RECOMMENDATION: Council's pleasure

ATTACHMENTS:

1. Resolution
 2. Application and Resume – Tom Albrecht
-

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF BONITA SPRINGS
APPOINTING A MEMBER TO THE CITY OF BONITA SPRINGS
ART IN PUBLIC PLACES BOARD; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs, Florida adopted Ordinance No. 05-18 establishing the City of Bonita Springs Art in Public Places Board; and

WHEREAS, the Ordinance sets forth the Appointment and Composition of the Committee, which is to consist of 7 members; and was amended to 11 members.

WHEREAS, the vacancy has been properly advertised in accordance with Administrative Code AC-1-6 establishing a procedure for obtaining appointees for various city advisory boards;

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

Section 1. The following person(s) are hereby appointed to the City of Bonita Springs Art in Public Places Board: Tom Albrecht.

Section 2. Effective Date. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of December, 2023.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney's office

Vote:

Purdon _____	Bogacz _____
Forbes _____	Steinmeyer _____
Fullick _____	Carr _____
Corrie _____	

Date filed with City Clerk: _____

Tom Albrecht
3484 Pointe Creek Court, #101
Bonita Springs, FL 34134
313-920-1183
tomaalbrecht@gmail.com

Art Experience

- Member of Arts Bonita, currently
- Photograph juried into exhibition at Sidney & Berne Davis Art Center, Fort Myers, 2020
- State-wide Board of Directors, Michigan Legacy Art Park, 1997 - 2001, 2018 – 2019
- Detroit's Cobo Convention Center, Public Art Committee (committee of the Board of Directors of the Detroit Regional Convention Facility Authority), 2011 - 2013
- Board President, and member of the Board of Directors, Traverse Area Arts Council, 1991 – 2002
- Sleeping Bear National Lakeshore artist-in-residence jury member, 1998
- Art dealer, presenting bi-monthly exhibitions in Suttons Bay, Michigan, 1991 – 2003
- Albrecht & Jennings Art Enterprises, private art dealer and producing art tours to Chicago and Detroit, 1991 – 2003

Journalism and General Studies, Wayne State University, Detroit and City College, New York

Long career in the hospitality industry, convention sales and hotel sales, in Michigan, Washington, D.C. and New York City. Currently Director of Sales at the Fairfield by Marriott Bonita Springs.

**APPLICATION TO
SERVE ON
ADVISORY COMMITTEE**
(PLEASE TYPE OR PRINT)

PLEASE BE ADVISED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION BECOMES PUBLIC RECORD ONCE SUBMITTED TO
CITY OF BONITA SPRINGS

Note: Applications will be kept on file and active for a period of two years from date received.

City Council District # 1

DATE: Dec. 14, 2023

PLEASE COMPLETE ALL SECTIONS

NAME: <u>Albrecht</u> <u>Tom</u> <u>A</u>		
Last	First	Middle Initial
RESIDENCE ADDRESS:		
<u>3484 Pointe Creek Ct, #101</u>	<u>Bonita Springs</u>	<u>34134</u>
Street	City	Zip Code
BUSINESS ADDRESS:		
<u>28090 La Plaza Bonita Loop</u>	<u>Bonita Springs</u>	<u>34135</u>
Street	City	Zip Code
MAILING ADDRESS:		
<u>3484 Pointe Creek Ct, #101</u>	<u>Bonita Springs</u>	<u>34134</u>
Street	City	Zip Code
PHONE NO.	CELL PHONE # <u>313-920-1183 home</u>	
	Home	Business
E-MAIL ADDRESS: <u>tom a albrecht@gmail.com</u>		
FAX: <u>N/A</u>		

I hereby submit my name for consideration to serve in an advisory capacity to the City of Bonita Springs on the following Advisory Committee:

Art in Public Places Board
NAME OF ADVISORY COMMITTEES

OCCUPATION: Director of Sales, Fairfield by Marriott Bonita Springs

CIVIC/PROFESSIONAL ACCOMPLISHMENTS/OFFICES HELD:

President, Traverse Area Arts Council, Traverse City, MI
Member, Board of Directors, Michigan Legacy Art Park

Do you reside in Bonita Springs? ☒ Yes ☐ No Address: please see above

**APPLICATION TO SERVE ON A
CITY OF BONITA SPRINGS ADVISORY COMMITTEE – CONTINUED**

My qualifications to be eligible are as follows:

resume attached

If applicable, please indicate any employment, contractual relationship or status that you may have, or have had within the past 12 months, with any private business entity that rents, leases or sells any realty, or provides any goods or services to the City or that is conducting any business with the City.

none

If you have previously served on a City of Bonita Springs Advisory Committee or are currently serving and seeking reappointment, please indicate the number and general nature of any voting conflict disclosure memorandum filed (Form 8B) while serving on the committee:

N/A

If applicable, attach a résumé of additional personal and professional qualifications and experience that pertains to the above.

I understand that:

- 1.) Some of the Boards and Committees appointed by the City Council are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law and you may be required to file a Form 1 Financial Disclosure.
- 2.) City of Bonita Springs, an equal opportunity/affirmative action employer, considers the selection and appointment of persons to advisory committees in a non-discriminatory manner consistent with the requirements of Federal, State and Local non-discrimination laws.



Signature

12/14/2021

Date

PLEASE SUBMIT THIS FORM VIA EMAIL TO:
OR
RETURN THIS COMPLETED FORM TO:

CLERK@CITYOFBONITASPRINGS.ORG

CITY OF BONITA SPRINGS
ADVISORY COMMITTEES
9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135

CITY OF BONITA SPRINGS

Committee ID# _____
(Office Use Only)

The City of Bonita Springs complies with Local State and Federal laws, regulations and guidelines that prohibit discrimination based on race, sex, color, national origin, handicap, age or marital status

STATUTORILY CREATED REQUIRED COMMITTEE REPORTING DATA

The City of Bonita Springs is required by the State of Florida to collect and maintain the information requested below for statistical reporting purposes only. This information will be maintained separately from your application and will not be considered in the application evaluation process.

The information provided is required by State Statute, however, you have the right not to disclose any or all of this information. This form must be returned to the City of Bonita Springs.

Gender:	☒ Male	☐ Female	☐ Choose Not to Disclose
Handicapped/Disabled	☐ Yes	☒ No	☐ Choose Not to Disclose

If you require special assistance or accommodations, please contact the City of Bonita Springs at 239 949-6262

If special accommodations are required, please specify:

+++++

RACIAL/ETHNIC DATA (CHECK ONE)

- ☒ **WHITE: (Not of Hispanic Origin):** All persons having origins in any of the original people of Europe, North Africa or the Middle East.
- ☐ **BLACK: (Not of Hispanic Origin):** All persons having origins in any of the Black racial groups of Africa.
- ☐ **ASIAN OR PACIFIC ISLANDER:** All persons having origins in any of the original Peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example: China, Japan, Korea, the Philippine Islands and Samoa.
- ☐ **AMERICAN INDIAN OR ALASKAN NATIVE:** All persons having origins in any of the original Peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.
- ☐ **HISPANIC:** All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.
- ☐ **CHOOSE NOT TO DISCLOSE**

REQUESTED MOTION: First reading of an ordinance amending Sec. 34-94 of the City's Code of Ordinances relating to establishing composition and qualification requirements for appointment to the Art in Public Places Advisory Board.

REQUESTOR: Derek Rooney, City Attorney

AGENDA: City Attorney's Items

STRATEGIC PRIORITY:

BACKGROUND:

At a previous Council meeting, Council Member Fullick advised that he would like the Art in Public Places ordinance to allow Council to revise the Board's composition and qualification requirements by resolution, rather than by ordinance. This fosters a streamlined process for future adjustments and is more consistent with other City advisory boards. Additionally, he would like to proceed with amending the Board's membership composition from eleven members to nine members. The accompanying resolution to revise the composition will be provided with the second reading of this ordinance.

STAFF RECOMMENDATION: Move to second reading.

ATTACHMENTS:

1. Draft Ordinance

REVIEWERS:

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

CITY OF BONITA SPRINGS

ORDINANCE NO. 23-

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, AMENDING BONITA SPRINGS CODE §34-94 RELATING TO ESTABLISHMENT OF REQUIREMENTS FOR APPOINTMENT TO THE ART IN PUBLIC PLACES ADVISORY BOARD; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

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

WHEREAS, the Bonita Springs City Council desires to amend the APPB Board, to foster through the Art in Public Places Program the development for a receptive climate for the fine arts, to enrich culturally and benefit the citizens of the City of Bonita Springs in their daily lives and to serve a public purpose.

THE CITY OF BONITA HEREBY ORDAINS:

SECTION ONE: BONITA SPRINGS CODE §34-94

Section 34-94 of the Bonita Springs Code is amended to read as follows, with strike-through identifying deleted language and underline identifying additional language:

Sec. 34-94. - Art in Public Places Board (APPB).

- (a) It is hereby established and created an art in public places board (APPB), ~~consisting of eleven members~~ whose membership shall be appointed by the mayor with the advice and consent of city council, and all of whom shall serve without compensation. City Council may establish by resolution the applicable membership qualification criteria, terms, or other requirements as the Council determines to be in the best interest of the City. ~~The quorum will remain at four members. The composition of the APPB will include one voting member who represents the city art league, at least one voting member who has a bachelor's degree or higher in the area of fine arts, and nine five general voting members. City Council may adopt a resolution setting forth the terms and appointments of the art in public places board.~~ The mayor shall annually select one of the APPB members as chairperson for the APPB, with the APPB selecting its vice-chairperson.
- (b) The APPB shall advise city council on acquiring, commissioning, and maintaining works of art for public places.

SECTION TWO: CONFLICTS OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted Ordinance or Statute, the most restrictive requirements shall apply.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are severable and it is the legislative intention to confer upon the whole or any part of the Ordinance the powers herein provided for. If any provision of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any remaining provisions of the Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provision not been included herein.

SECTION FOUR: CODIFICATION AND SCRIVENER'S ERRORS

The Bonita Springs City Council intends that this Ordinance will be made part of the Bonita Springs Code; and that sections of this Ordinance can be renumbered or relettered and the word "Ordinance" can be changed to "Section", "Article" or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified. The Ordinance can be renumbered or relettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the City Manager or his designee, without the need for public hearing.

SECTION FIVE: EFFECTIVE DATE

This ordinance shall take effect immediately upon its adoption.

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

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote: Bogacz Carr Corrie
Forbes Fullick Purdon
Steinmeyer

REQUESTED MOTION: Approve Agreement for Sale and Purchase for the acquisition and condemnation of parcel 205 required for the Bonita Grande Drive extension to the City's planned park facilities adjacent to the Larry Kiker Preserve.

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

AGENDA: City Attorney's Items

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: On December 4, 2019, the City entered into a settlement agreement with BG Mine, LLC which provided for the transfer of over 30 acres of future park land and access to the northern lake of the existing BG Mine immediately adjacent to the Kiker Preserve. Included in that agreement is the provision for BG Mine to provide sufficient roadway access to the park either upon lands owned by BG Mine or secured from adjacent owners. The City engaged Hole Montes to conduct a route study to determine the most appropriate route for the drive to the park facilities. The route was approved on March 1, 2023, by the City Council following the presentation and recommendation of Hole Montes.

On September 6, 2023, Council Approved a Settlement Implementation Agreement and thirteen (13) resolutions of necessity for the acquisition and condemnation of parcels required for the Bonita Grande drive extension to the City's planned park facilities adjacent to the Larry Kiker Preserve.

The current request is for the Council to approve the Agreement for Sale and Purchase of Parcel 205, in the amount of \$125,000.00.

To facilitate the design and acquisition of rights associated with this access, the parties previously entered into a Public Road Access Facilitation Agreement which requires BG Mine to maintain deposits with the City necessary for the City to recover its costs in conjunction with the planning of the proposed access to clarify additional obligations of the City and BG Mine relating to funding, design approval, construction of their portion of the right-of-way, shared stormwater, indemnification, and park turnover.

STAFF RECOMMENDATION: Approve agreement for Sale and Purchase of Parcel 205.

ATTACHMENTS: Agreement for Sale and Purchase of Interest in Property

REVIEWERS:

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

AGREEMENT FOR SALE AND PURCHASE
OF INTEREST IN PROPERTY

THIS AGREEMENT, by and between City of Bonita Springs, a Florida Municipal Corporation, hereinafter referred to as "BUYER", and **Asamblea de Iglesias Cristianas, Inc., a District of Columbia corporation**, whose address is **9853 Tamiami Trail North, Suite 203, Naples, Florida 34108** hereinafter referred to as "SELLER".

WITNESSTH:

THAT FOR AND IN CONSIDERATION of the sum of **One Hundred Twenty-five Thousand Dollars (\$125,000.00)** and other good and valuable consideration, to be paid by the BUYER to the SELLER as hereinafter provided, and in further consideration of the mutual covenants to be performed and kept by and between the parties hereto, the parties agree as follows:

1. SELLER agrees to sell and convey by Special Warranty Deed Parcel **205** as described on Schedule I attached hereto and by reference made a part hereof.
2. In consideration for said conveyance by the SELLER, the BUYER agrees to pay the purchase price of **One Hundred Twenty-five Thousand Dollars (\$125,000.00)** all in full satisfaction of any and all claims in this case inclusive of all attorney fees, and expert fees and costs, and any and all attorney's fees and expert fees for business damages.
3. The SELLER hereby warrants it is the owner of the real property hereinabove described in fee simple and said described property is insurable.
4. The contract shall be closed and possession shall be transferred within **ninety (90) days** of the execution date of this agreement; unless extended by mutual agreement of the parties hereto.
5. With the exception of oil, gas or mineral rights, SELLER agrees to convey title to the aforesaid property including improvements to the BUYER free and clear of all encumbrances or liens.
6. BUYER agrees to pay documentary stamps, if they are required to be affixed to the instrument of conveyance.
7. BUYER agrees to pay for recording of the conveyance document(s).
8. SELLER shall pay all ad valorem taxes, prorated ad valorem taxes, solid waste assessments, street light assessment if applicable and tangible personal property taxes applicable, accruing up to and including the date of closing.

9. BUYER designates American Government Services, 3812 W. Linebaugh Avenue, Tampa, Florida 33618, as closing agent. The closing shall occur at the location designated by BUYER.

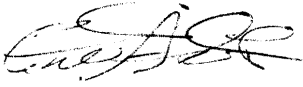
IN WITNESS WHEREOF, the parties have caused this instrument to be executed this _____ day of _____, 2023.

CITY OF BONITA SPRINGS, A FLORIDA
MUNICIPAL CORPORATION

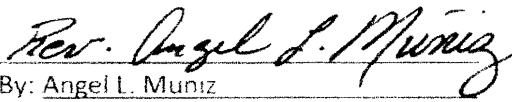
By: _____

WITNESS AS TO SELLER:

Asamblea de Iglesias Cristianas, Inc., a
District of Columbia corporation



1st Witness signature

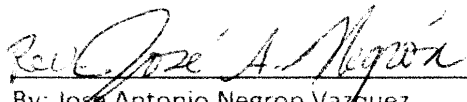

By: Angel L. Muniz
Its: President

Carlos Alcon

1st Witness print



2nd Witness signature


By: Jose Antonio Negron Vazquez
Its: Pastor of Asamblea de Iglesias Cristianas

Ramon Alcon L.

2nd Witness print

Prepared by and return to:

BARTLETT LOEB HINDS & THOMPSON, PLLC
100 N. Tampa Street, Suite 2050
Tampa, FL 33602

Tax Parcel No.: 29-47-26-B4-00133.0000

[Space Above This Line For Recording Data]

Special Warranty Deed

This Indenture made this 7 day of December, 2023, between **Asamblea De Iglesias Cristianas, a District of Columbia corporation**, whose address is 5295 17th Place SW, Naples, Florida 34166, grantor*, and **City of Bonita Springs**, whose post office address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lee County, Florida**, to-wit:

See attached Exhibit "A"

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

Schedule "I"

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Asamblea De Iglesias Cristianas, Inc., a District of Columbia corporation

Witness Name: Amarelis Leon

Witness Name: Johita Crespo

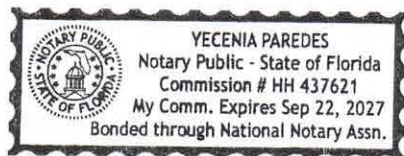
By: Rev. Angel J. Muniz
President

Attest: Rev. Magali Roman
Secretary

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of December, 2023, by Angel Luis Muniz, as President and Magali Roman, as Secretary of Asamblea De Iglesias Cristianas, a District of Columbia corporation, on behalf of said corporation. They are ☐ personally known to me or ☐ have produced FL DL # M520-012-61-295-0 as identification.

R550-540-671-549-0-Magali Roman



Yecenia Paredes

Printed Name: Yecenia Paredes

My Commission Expires: 9-22-2027

PARCEL 105

30-47-26-B2-00001.0060
LEE COUNTY DISTRICT SCHOOL BOARD
OR. 3949, PG. 1844

EXHIBIT "A"

PARCEL 206

29-47-26-B1-00132.0000
CATALDO DOMENICO & SARITA
INSTR. NO. 2006000032355

COORDINATES SHOW HEREON
REFER TO FLORIDA STATE
PLANE WEST

PARCEL 104

30-47-26-B3-00001.403A
BOYD, WENDLA M
OR. 3916, PG. 2240
(PURSUANT; NOT VISIBLE)

PARCEL 103

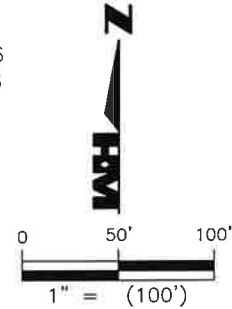
30-47-26-B3-00001.4030
NICOLE EQUESTRIAN LLC
INSTR. NO. 2018000012079

PARCEL 102

30-47-26-B3-00001.4010
RATZLAFF MARCEL & DALE
OR. 3090, PG. 1531

L2

N:734213.06
E:741757.08



(BASIS OF BEARINGS) E LINE
OF SECTION 30, S01°08'47"E

660.20'

"PARCEL 205" PROPOSED R-O-W

L3

PARCEL 205
29-47-26-B4-00133.0000
ASAMBLEA IGLESIAS CRISTIANA
OR. 3296, PG. 2806

N 01°08'47" W

L4

POINT OF
BEGINNING
N:733551.82
E:741716.30

L5

PARCEL 204

29-47-26-B4-00147.0000
GMS REAL ESTATE INVESTMENT LLC
INSTR. NO. 2022000219890

POINT OF
COMMENCEMENT

SE CORNER OF
SECTION 30

S LINE OF SECTION 30

NOT A SURVEY

DRAWN BY: JNH	DATE: 5/22/2023
SHEET # 1	OF SHEET 2

SEC-TWN-RGE:
29-47-26



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 205
BONITA GRANDE DRIVE EXTENSION

DRAWING NO. H-2270
PROJECT NO. 2016.068
FILE NAME 2016068 S&L R4.dwg

LINE	BEARING	DISTANCE
L1	N 01°08'47" W	1980.60'
L2	N 88°45'17" E	54.00'
L3	S 01°08'47" E	279.36'
L4	S 00°09'12" W	380.97'
L5	S 88°47'08" W	45.36'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

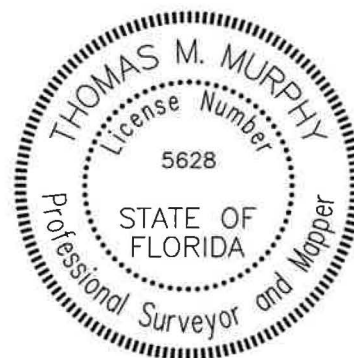
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, THENCE RUN ALONG EAST LINE OF SAID SECTION 30 N01°08'47"W FOR A DISTANCE OF 1980.60 FEET; TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID EAST LINE N01°08'47"W FOR A DISTANCE OF 660.20 FEET; THENCE RUN N88°45'17"E FOR A DISTANCE OF 54.00 FEET; THENCE RUN S01°08'47"E FOR A DISTANCE OF 279.36 FEET; THENCE RUN S00°09'12"W FOR A DISTANCE OF 380.97 FEET; THENCE RUN S88°47'08"W FOR A DISTANCE OF 45.36 FEET, TO THE POINT OF BEGINNING.

CONTAINING 34006.11 SQUARE FEET OR 0.78 ACRES, MORE OR LESS.

BEARINGS REFER TO EAST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S01°08'47"E.

HOLE MONTES, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 1772



Digitally signed by Tom Murphy
Date: 2023.05.23
09:37:50-04'00'

BY THOMAS M. MURPHY LS5628
STATE OF FLORIDA

NOT A SURVEY

DRAWN BY:
JNH
SHEET #
2

DATE:
5/22/2023
OF SHEET
2



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

SKETCH AND LEGAL PARCEL 205
BONITA GRANDE DRIVE EXTENSION

DRAWING NO.
H-2270
PROJECT NO.
2016.068
FILE NAME
2016068 S&L R4.dwg

SEC-TWN-RGE:
29-47-26