



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

City of Bonita Springs City Council Meeting Agenda

May 1, 2024
5:30 p.m.

If you intend to address the City Council, please submit a completed “Public Comment Slip” to the City Clerk before the meeting commences. Blank comment slips are available on the table outside of Chambers.

To submit a written public comment in advance of the meeting, email your name, address, and comment to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Written public comment must be received by 3 p.m., May 1, 2024.**

The City of Bonita Springs is committed to equal opportunity and does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, income, or marital status. Under the Americans with Disabilities Act, anyone who requires an ADA-qualified accommodation to participate in this proceeding should contact City Clerk Mike Sheffield at (239) 949-6248 at least 48 hours in advance of the meeting. Such reasonable accommodation will be provided at no cost to the requester.

Any person who may seek to appeal a decision made by the City Council on any matter at this meeting is responsible for ensuring that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the 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. Proclamations and Presentations:
 - A. Presentation - Bonita Springs Elementary School Arbor Day Poster Contest Winners.
(Mayor Steinmeyer, Green Sheet 24-05-065)

9. Consent Agenda:

- A. Approve minutes from the City Council meeting held on April 17, 2024.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-05-062)
- C. Approve a Resolution to award the selection and engagement of eight (8) firms for the City's Miscellaneous Surveying Services (CN 24-01), award two (2) firms for grant related services and authorize staff to approve agreements with the firms selected. (Green Sheet 24-05-063)
- D. Approve ammended Interlocal Agreement with Lee County for the nourishing of the South Bonita Beach segment. (Green Sheet 24-05-064)
- E. Approve the proposal from EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement for the Bonita Springs Soccer Complex Concession and Restroom facility renovation project and approve a budget transfer in the amount of \$27,980. (Green Sheet 24-05-067)
 - Opportunity for City Council Comments on Consent Agenda

10. City Attorney's Items:

- A. Approve an Interlocal Agreement with the Lee County Supervisor of Elections relating to the provision of election services to the City and authorize the Mayor to provide written notification to the Supervisor of Elections of the City's intent to fulfill candidate qualifying responsibilities for the 2024 Municipal Election, in accordance with the Bonita Springs City Charter. (Green Sheet 24-05-066)

11. City Manager's Items:

- A. Update on Hurricane Ian recovery.

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment

REQUESTED MOTION: Presentation to the Bonita Springs Elementary School Arbor Day Poster Contest Winners

REQUESTOR: Mayor Rick Steinmeyer

AGENDA: Presentation

STRATEGIC PRIORITY: #3 Community Aesthetics

BACKGROUND:

The City of Bonita Springs is recognized as a 15-year recipient of the National Arbor Day Tree City USA Program, which promotes education, activities, and preservation trees within communities. The City Council celebrated Arbor Day by proclaiming April 26, 2024 National Arbor Day in the City of Bonita Springs. Additionally, the Tree Advisory Board worked with the Bonita Springs Elementary School to host an annual Arbor Day Poster Contest using the theme “Bonita Trees”. Students participated and the Tree Advisory Board selected a winner in each grade level that participated. The winning students will receive \$25 gift cards for their participation. Copies of the winning posters will be displayed in the entry way at City Hall.

STAFF RECOMMENDATION: Acknowledge the winning students

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	



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

City of Bonita Springs
City Council
DRAFT Meeting Minutes

April 17, 2024
9:00 a.m.

1. Call to Order - Mayor Steinmeyer called the meeting to order at 9:00 am.

2. Invocation - Provided by Senior Pastor Steven Knight of Turning Point Church.

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

4. Roll Call:

The City Clerk called the roll:

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

Absent: 0

5. Approval of Agenda

Mayor Steinmeyer motioned to approve the agenda; Deputy Mayor Forbes seconded the motion. The motion carried unanimously.

6. Mayor's Welcome - Mayor Steinmeyer welcomed attendees and those watching the live stream.

7. Public Comment on Agenda Items - None

8. Proclamations and Presentations:

A. Proclamation designating April 26, 2024 as Arbor Day in the City of Bonita Springs.

The proclamation was read aloud and accepted by Tree Advisory Board member David Dore-Smith.

Special Presentation (Non-Agenda Item)

On behalf of City Council, Council Member Purdon, joined by City Manager Hunter, presented Lt. Bryce Hardin of the Lee County Sheriff's Office with a Certificate of Recognition for his service and dedication to the people of Bonita Springs during his time serving on Community Policing Unit. Lt. Hardin was recently promoted from Sergeant to Lieutenant and is leaving the Community Policing Unit for another assignment in the LCSO.

- B. Presentation on code enforcement activity presented by the Neighborhood Services Department and Lee County Sheriff's Office Community Policing Unit. (Green Sheet 24-04-055)

Tony Backhurst, Director of the Neighborhood Services Department presented a comprehensive overview of the department's activities and statistics for 2023 (report on file in the Clerk's office). Next, Captain Blake Lee of the Lee County Sheriff's Office introduced members of the Bonita Springs Community Policing Unit team, and then presented a summary of the unit's activities and statistics for 2023. The update addressed calls for service, traffic enforcement, and the No-Through Truck Traffic Ordinance.

9. Consent Agenda:

Mayor Steinmeyer pointed out a scrivener's error in the draft meeting minutes of April 3, 2024. The City Clerk noted the following correction: "Deputy Mayor Forbes motioned to approve the remaining items on the Consent Agenda; Seconded by Council Member ~~Forbes~~ Fullick."

Council Member Carr requested to pull for discussion Consent Item 9F, 'Amend the Celebrate Bonita 2024 special event permit to allow the Bonita Springs Rotary Club to coordinate beverage sales at the event on Saturday, April 27.'

Council Member Corrie motioned to approve the remaining items on the consent agenda with the noted correction to the minutes; Council Member Fullick seconded the motion. The motion carried unanimously.

Regarding Consent Agenda Item 9F, Council Member Carr stated that the community is fortunate to have three Rotary Clubs, so there should be a rotation between all the clubs so that each has an opportunity to coordinate beverage sales at future Celebrate Bonita events. Council Member Purdon motioned to approve item 9F; seconded by Council Member Bogacz. The motion carried unanimously.

- A. Approval of minutes from the City Council meeting held on April 3, 2024.
- B. Confirm and ratify Resolutions extending the Hurricane Ian State of Local Emergency. (Green Sheet 24-04-054)
- C. Approve a Resolution awarding the selection of Broker Services for Employee Insurances (RFP 23-25) to Risk Management Associates, Inc., and authorize staff to execute agreement in furtherance of approval. (Green Sheet 24-04-056)
- D. Approve a Resolution awarding the selection of Banking Services (RFP 24-02) to BankUnited, NA, and authorize staff to execute agreement in furtherance of approval. (Green Sheet 24-04-057)
- E. Approve the proposal from EnviroStruct, LLC in the amount of \$184,508.52 for the Old Recreation Center flooring, ceiling, and insulation replacement project. (Green Sheet 24-04-058)
- F. Amend the Celebrate Bonita 2024 special event permit to allow the Bonita Springs Rotary Club to coordinate beverage sales at the event on Saturday, April 27, 2024. (Green Sheet 24-04-059)

10. City Manager's Items:

- A. Approve a Resolution authorizing staff to submit Community Development Block Grant - Disaster Recovery (CDBG-DR) Public Facilities and Critical Infrastructure Grant Applications as a result of Hurricane Ian. (Green Sheet 24-04-061)

Elly McKuen, Senior Project Manager, reviewed each of the four staff proposed projects, as follows: Ragsdale/Pennsylvania/Arroyal Corridor Street Improvements; Sun Trail (Rails to Trails); Old 41 Road Bike & Pedestrian Improvement Project; and Bonita Springs Community Pool Improvements. Ms. McKuen further stated that a Resolution is required as part of the application, which must be submitted by May 24.

Council Member Purdon motioned to approve the resolution authorizing staff to submit the four proposed projects, as well as an additional fifth project - Leitner Park soccer fields. The motion was seconded by Council Member Corrie and carried unanimously.

- B. Presentation and review of the February Financial Report (Green Sheet 24-04-060)

Lisa Roberson, Finance Director, presented the February Financial Report (on file in the Clerk's office).

- C. Update on Hurricane Ian recovery.

City Manager Hunter provided an update on the City's ongoing efforts to retain the City's current CRS classification, stating that the City is continuing to work in a united manner with leaders of the other affected jurisdictions of Lee County. On April 11th, staff, along with Council Member Fullick, joined leaders of the other affected Lee County jurisdictions for a meeting with FEMA Administrator Robert Samaan and other FEMA reps. She expressed appreciation for the support received from Senator Scott, Senator Rubio, and Representative Donalds. In addition, City Manager Hunter stated that staff continues to provide documentation to FEMA, and FEMA has been receptive.

11. Mayor and Council Member Reports

Council Member Bogacz - Provided an update on Bonita Springs Fire and Rescue District personnel. She further reported that Rep. Botana reached out to her regarding efforts to provide City residents with an annual pass to Lovers Key State Park. She will bring back information after meeting with Rep. Botana and staff.

Deputy Mayor Forbes - Reported on his attendance at the recent ribbon cutting ceremony of Nan's Ranch, which is operated by the Lee County Sheriff's Office for the purpose of providing inmates with the opportunity to care for animals.

Council Member Fullick - Reported on the recent FEMA meeting which he attended as the City Council's liaison.

Council Member Carr - Discussed a recent Zoning Board meeting and the extra time granted to a public speaker. City Attorney Rooney stated that as part of his review of the City's Land Development Code boards, he is working on rewriting criteria and formalizing procedures.

Council Member Corrie - Stated he is looking forward to a presentation to Council by Barron Collier on downtown development.

12. Public Comment

Ben Hershenson - Addressed the comments made by Council Member Carr regarding the recent Zoning Board meeting.

Ron George - Spoke as a representative of his condo association regarding unkept conditions on the beach, including litter and dogs.

13. Adjournment

There being no further business, the meeting adjourned at 11:07 a.m.

Prepared by:

Mike Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

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. 24-024 issued on April 15, 2024
2. Resolution No. 24-028 issued on April 22, 2024

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-024

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;

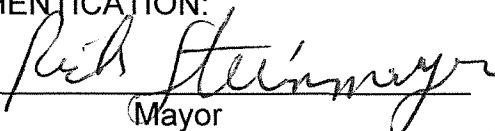
Section 1. The recitals above are hereby incorporated herein.

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 15th day of April, 2024.

AUTHENTICATION:



Mayor



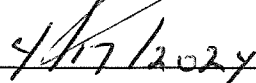
City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk:



4/17/2024

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-028

**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;

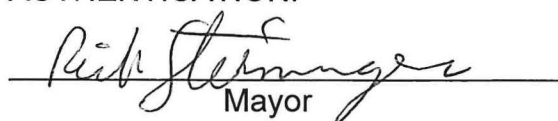
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

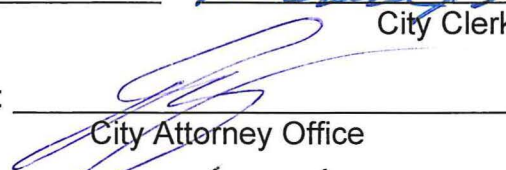
Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

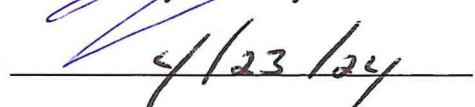
DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 22nd day of April, 2024.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM: 
City Attorney Office

Date filed with City Clerk: 
4/23/24

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

Green Sheet No. 24-05-063
May 1, 2024

REQUESTED MOTION: Approve Resolution to award the selection and engagement of eight (8) firms for the City's Miscellaneous Surveying Services (CN 24-01), award two (2) firms for grant related services and authorize staff to approve agreements with the firms selected.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 2) Transportation, 3) Strengthen City Finances, 4) Environmental Protection

BACKGROUND: The City advertised miscellaneous survey services (February 21, 2024) through a competitive bid process. The bid proposal was two-fold, first to solicit for survey services on an as needed basis for city projects. Secondly select a firm(s) to assist with grant funded projects. On March 22, 2024, the City received eight (8) sealed Letters of Interest for Miscellaneous Surveying Services CN 24-01.

On April 16, 2024, the Selection Committee met to evaluate the submittals. After reviewing all proposals, the committee recommended eight (8) firms to provide professional services to the City. Listed in no particular order, the firms are:

Hyatt Survey Services, Inc.	Johnson Engineering, Inc.	Q. Grady Minor & Associates, PA*
Hole Montes, A Bowman Company*	NATIVEtec	AIM Engineering and Surveying, Inc.
LJA Engineering, Inc.	George F. Young, Inc.	

*Firms selected to perform grant related survey work

STAFF RECOMMENDATION: Award agreements for Miscellaneous Surveying Services to the eight (8) above-referenced firms.

ATTACHMENTS:

1. Resolution
-

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 24 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 8 FIRMS FOR THE CITY'S MISCELLANEOUS SURVEYING SERVICES CN 24-01 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE EIGHT (8) FIRMS SELECTED.

WHEREAS, the City advertised for Miscellaneous Surveying Services and received eight (8) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and selected the following firms:

- Hyatt Survey Services, Inc.
- Johnson Engineering, Inc.
- Q. Grady Minor & Associates, PA*
- Hole Montes, A Bowman Company*
- NATIVetec
- AIM Engineering & Surveying, Inc.
- LJA Engineering, Inc.
- George F. Young, Inc.

NOTE: *Indicates firms selected for grant funded projects.

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

Section 1. To approve the Selection Committee's recommendation to engage the eight (8) firms enumerated above for the City's Miscellaneous Surveying Services CN 24-01.

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

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this XX day of XXXX, 2024.

AUTHENTICATION:

Mayor Rick Steinmeyer

City Clerk

APPROVED AS TO FORM: _____

City Attorney's Office

Vote:

Bogacz	Steinmeyer
Purdon	Fullick
Carr	Forbes
Corrie	

Date filed: _____

REQUESTED MOTION: Approve amended Interlocal Agreement with Lee County for the nourishment of the South Bonita Beach Segment

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #4 - Environmental Protection

BACKGROUND: The City of Bonita Springs and Lee County have an existing Interlocal Agreement for the Renourishment of the north portion of Bonita Beach. This regular recurring project is scheduled to begin after turtle nesting season, November 1, 2024.

Hurricane Ian damaged Bonita Beach south of the existing renourishment project limits. The City surveyed the damage and successfully petitioned the State for \$4M in grant funds to restore the south Bonita Beach segment which extends approximately 9,700 feet from the southern end of the previously defined project south to the Collier County line.

The City, working with Lee County successfully amended the existing renourishment permits to include construction of south Bonita Beach into the existing project. The attached interlocal amendment allows Lee County to administer construction of the South Bonita Beach project.

The City will be responsible for all costs associated with the south Bonita Beach segment. Grant agreements between the City and State have already been executed, and any funds that are not required for the project will be applied to the balance of the project to reduce the local cost to the extent allowed by the grant.

STAFF RECOMMENDATION: Approve amended Interlocal Agreement with Lee County for the nourishment of the South Bonita Beach segment.

ATTACHMENTS:

1. 2020 ILA Bonita Beach
2. Amended ILA Bonita Beach

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Dept. Director:	

INTERLOCAL AGREEMENT FOR BONITA BEACH NOURISHMENT

This Interlocal Agreement for Bonita Beach Nourishment ("*Agreement*") made and entered into this 4th day of August, 2020, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "*County*" and the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, hereinafter referred to as the "*City*." Collectively, the foregoing may be referred to as the parties ("*Parties*"), or individually as a party ("*Party*").

RECITALS:

WHEREAS, the County, pursuant to §161.25, Florida Statutes, has the authority to develop and execute plans for beach and shore preservation; and

WHEREAS, the County and City entered into an Interlocal Agreement for Bonita Beach Nourishment on November 9, 2010, which agreement will conclude on or about November 9, 2020 ; and

WHEREAS, the City, the State of Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, and the County have worked cooperatively in 1995, 2004, and 2014 to restore the shores of Little Hickory Island including sand nourishment and construction of two rock groins ("*Project*"); and

WHEREAS, it is in the interest of the public health, safety and welfare of the County and the City to cooperate and continue the Project; and

WHEREAS, the City desires the County to continue to be the local sponsor for the Project; and

WHEREAS, the County agrees to continue to be the local sponsor for the Project; and

WHEREAS, the Project has previously been funded by and is eligible to apply again to the Beach Management Funding Assistance Program administered by the Florida Department of Environmental Protection, Office of Resilience and Coastal Protection; and

WHEREAS, the City will budget funds in anticipation of cost sharing in the Project; and

WHEREAS, the County has been provided funding from Tourist Development Tax revenues for beach nourishment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, benefits and promises contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

SECTION ONE: INCORPORATION OF RECITALS

The Recitals as set forth above are true and incorporated into the terms of this Agreement as if set out herein at length.

SECTION TWO: PURPOSE AND SCOPE

- A. The purpose of this Agreement is to define the obligations of the City and the County and to identify the funding sources to be utilized in completing the Project. All terms and conditions of this Agreement will be interpreted in a manner consistent with and in furtherance of the purpose as set forth in this Section.
- B. The scope of Project will be the initiation and prosecution to completion of the Project, consisting of the design, permitting, and placement of sand along approximately 4,300 feet of the northern end of Little Hickory Island. The Project will also include maintenance and monitoring as required by the permitting agencies and necessary to manage the Project. The Project will be constructed in accordance with all local, state and federal rules, regulations, approvals and permits.

SECTION THREE: OBLIGATIONS OF THE COUNTY

Under the terms of this Agreement, the County will:

- A. Prepare detailed plans, specifications and a general program outlining the order, rate of prosecution and method of accomplishing the Project.
- B. Apply for and obtain the necessary permits to construct the Project.
- C. Work jointly with the City in the acquisition of necessary interests in land, easements and rights-of-way.
- D. Secure bids and proposals for all work to be performed by contracts, in accordance with County procurement policy. The City will be invited to attend the selection committees for all competitive negotiation processes related to the Project. The County's Project Manager will consult with the City during each stage of the Project, specifically during the critical design element.
- E. Prior to award of construction contract(s), submit to the City a detailed estimate of costs, a tabulation of all bids received, and furnish a copy of the contract to be awarded to the lowest responsible bidder.
- F. Prior to encumbering any cost, submit to the City an updated Project summary including a statement estimating the total Project costs, sources of funds, and uses of funds for all phases of the Project.
- G. Act as Project Manager for all phases of the Project.

- H. Inform the City in writing of any change in the Project costs, sources of funding and use of Project funds.
- I. Establish a Project account for the receipt and use of all funds contributed by the City, the County and any other funding source for Project expenses made pursuant to this Agreement.
- J. Provide adequate and continuous Project management and no less than quarterly progress reports showing the work completed throughout the Project.
- K. Keep books, records, documents and other evidence pertaining to costs and expenses incurred for the Project to the extent and in such detail as will properly reflect total costs. The County will make available at its office at reasonable times, such books, records, documents and other evidence for inspection and audit by authorized City representatives for a minimum of three years after completion of the Project.
- L. Notify the City of the satisfactory completion of each Project milestone. The County will provide a certification of final costs, sources of funds received and use of Project funds.
- M. Upon completion the Project, the County will, at the earliest date practicable, furnish the City with copies of its final and complete billing of all costs incurred in conjunction with the work performed hereunder, such statements should follow as closely as possible the order of the items contained in the job estimate. Billings must show the description and site of the Project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Sufficient reference must be made to the County's records, accounts or other relevant documents. All cost records and accounts will be subject to audit by representative(s) of either the County or the City, at their election.
- N. Cooperate with the City in the procurement of grants for the Project.
- O. If grants are awarded for the Project from any source during or after the completion of the Project, upon notification of receipt of such grants for the Project, at the completion of the Project or upon the receipt of grants subsequent to completion, the County will provide an accounting and distribute such grant monies in accordance with Section Five of this Agreement.

- P. Maintain those beach accesses, parking areas and other public use facilities already maintained by the County during the period prior to construction and thereafter, as reasonably permitted in consideration of the public health, safety and welfare. Any parking spaces used to calculate the state's share must be maintained and kept open. In the event the County removes any parking spaces resulting in a diminished funding level, the County will pay any cost differences.
- Q. Where reasonably possible, provide all County permits as necessary for the construction of the Project after plans, applications, drawings, or specifications are properly submitted and approved by the appropriate County officials.
- R. Provide funding for the Project from the Major Maintenance budget, based on an allocation of costs in accordance with Section Five of this Agreement.
- S. Obtain professional services from a qualified coastal engineering consultant to provide services related to design, engineering, bidding, construction management, monitoring and other required elements of the Project.

SECTION FOUR: OBLIGATIONS OF THE CITY

Under the terms of this Agreement, the City will:

- A. Work jointly with the County to acquire the necessary interests in land, easements and rights-of-way as required by law or necessary to complete the Project.
- B. Maintain those beach access parking areas and other public use facilities already maintained by the City during the period prior to construction and thereafter, as reasonably permitted in consideration of the public health, safety and welfare. Any parking spaces used to calculate the state's share must be maintained and kept open. In the event the City removes any parking spaces resulting in a diminished funding level, the City will pay any cost differences.
- C. Where reasonably possible, exempt from this Project any City permits necessary for the construction of the Project after plans, applications, drawings or specifications are properly submitted and approved by the appropriate City officials. The City will pay for any remaining required City permits.
- D. Assist the County in the procurement of grants for the Project.
- E. Provide funding for the Project based on an allocation of costs in accordance with Section Five of this Agreement.

- F. Budget for and provide a statement to the County indicating its financial capability to reimburse its anticipated share of the Project costs. Upon receipt of invoices and appropriate supporting documentation from the County, the City agrees to pay the County within thirty (30) days. If the City fails at any point to provide timely payment, the County may call for and the City agrees to place the anticipated balance of Project funds due, plus ten percent contingency, into an escrow account from which the County can draw to cover Project expenses.
- G. In the event any of the costs invoiced by the County are disputed by the City, the City agrees to provide written documentation of the dispute and a proposed resolution within ten calendar days of receipt of the disputed invoice. The County will respond within ten days of receipt of the proposed resolution.
- H. Upon completion the Project, the County will, at the earliest date practicable, furnish the City with copies of its final and complete billing of all costs incurred in conjunction with the work performed hereunder, such statements should follow as closely as possible the order of the items contained in the job estimate. Billings must show the description and site of the Project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Sufficient reference must be made to the County's records, accounts or other relevant documents. All cost records and accounts will be subject to audit by representative(s) of either the County or the City, at their election.

SECTION FIVE: COST ALLOCATION

- A. The cost allocation between the City and County will be based on actual Project costs, which will include the final Project costs for the Project at completion of all required tasks, as certified by the County pursuant to Section THREE herein.
- B. Mutually agreeable shares of the local cost are identified as 38.28% City and 61.72% County. The local cost is defined as remaining Project costs after all reimbursements or payments from any State or Federal agency have been accounted. The cost share is based on the public accessibility and ratio of recreational to storm protection benefits. The Florida Department of Environmental Protection has previously determined that 74% of the Project shoreline is accessible to the public. The results of economic studies done on other Lee County beaches have been interpolated to determine the Project benefits are 82% recreational and 18% storm protection. If either the City or County provides any evidence to suggest that the accessibility has changed or that the benefits ratio is different from the values contained herein, the cost sharing may be recalculated. Any modification to the cost sharing must be by formal amendment of this Agreement and subject to approval by both the Lee County Board of County Commissioners and the City Council of Bonita Springs.

SECTION SIX: BREACH OR DISPUTE

- A. As a condition precedent to a Party bringing any suit for breach of this Agreement, that party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation.
- B. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The Parties each agree pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute will not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.
- C. Upon completion the Project the County will, at the earliest date practicable, furnish the City with copies of its final and complete billing of all costs incurred in conjunction with the work performed hereunder, such statements should follow as closely as possible the order of the items contained in the job estimate. Billings must show the description and site of the Project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Sufficient reference must be made to the County's records, accounts or other relevant documents. All cost records and accounts will be subject to audit by representative(s) of either the County or the City, at their election.

SECTION SEVEN: LIABILITY

- A. Each Party hereby agrees to assume liability for the negligent acts of its own officers, employees and agents arising directly, or indirectly, from that Party's activities pursuant to the terms of this Agreement and will defend all claims, causes of action, damages, suits or other actions which any person may pursue based on the willful or negligent acts of that Party's officers, employees or agents during the term of this Agreement. Neither Party assumes any liability beyond that allowed by §768.28, Florida Statutes.
- B. Additionally, both Parties agree when Project construction, maintenance or monitoring is not performed by either County or City employees, only licensed and insured consultants and contractors with an insurance policy in an amount not less than One Million Dollars, will be used. Further, either Party may request to be named as an "additional insured" if the work is being performed on their respective property by a consultant or contractor engaged by the other Party.

- C. Notwithstanding the above, as consideration for the nourishment of the beaches by the Project, and upon satisfactory completion of the Project, the City, pursuant to this Agreement, waives any claim for liability for erosion or Project effectiveness and specifically releases the County from any and all liability that may have accrued as a result of Project completion.

SECTION EIGHT: NOTICES

Notices to the respective Parties will be forwarded, in writing, to the following Parties, or their written designee(s):

If to Lee County:

Chair, Board of County Commissioners
Lee County, Florida
P.O. Box 398
Fort Myers, FL 33902-0398

With a copy to:

Director, Division of Natural Resources
Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902-0398

If to the City of Bonita Springs:

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

SECTION NINE: TERM

The term of this Agreement will be for ten (10) years from the date of execution, subject to the cancellation provisions as hereinafter enumerated, or upon full performance by the Parties hereto with respect to the terms, conditions, requirements and mutual obligations herein, whichever first occurs. Provided, however, that this Agreement may be extended thereafter in writing pursuant to terms and conditions mutually agreeable to the Parties.

SECTION TEN: CANCELLATION OF THE AGREEMENT

Either Party may cancel this Agreement at any time. Any costs incurred prior to a cancellation will be proportioned in accordance with the provisions of this Agreement. The Party canceling the Project must give by certified mail sixty (60) days written notice of its intention to cancel the Agreement. If canceled, all terms and conditions of this Agreement will be void, except for any conditions necessitated by a permit, which cannot reasonably be modified because it is a requirement of a regulatory permitting agency.

SECTION ELEVEN: NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement may be construed as creating any rights or entitlement that inure to the benefit of any person or entity not a party of this Agreement.

SECTION TWELVE: AMENDMENTS

This Agreement may only be amended in writing duly executed by the City and the County.

SECTION THIRTEEN: GOVERNING LAWS AND SEVERABILITY

This Agreement will be controlled and interpreted according to the laws, rules and regulations of the State of Florida. Any provision hereof found to be unlawful or unenforceable will be severable and will not affect the validity of the remaining provisions hereof.

(End of provisions – Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound as of the date first written above.

ATTEST:

CITY OF BONITA SPRINGS

By: *Daba Filipak*
City Clerk

By: *Pat Summa*
Mayor

APPROVED AS TO FORM:

By: *[Signature]*
City Attorney

ATTEST
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *Joyce Townsend*
Deputy Clerk
Joyce Townsend
[Type or print name]

By: *Brian Hamman*
[Signature]
Brian Hamman
[Type or print name]
Chair/Vice-Chair



APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY

By: *[Signature]*
Office of the Lee County Attorney

(051520/1330)

**AGENDA ITEM REPORT**

DATE: August 4, 2020
DEPARTMENT: Natural Resources
REQUESTER: Roland Ottolini
TITLE: Approve Interlocal Agreement for Bonita Beach Nourishment

I. MOTION REQUESTED

Approve and execute Interlocal Agreement with the City of Bonita Springs for Bonita Beach nourishment.

II. ITEM SUMMARY

Approves an interlocal agreement with the City of Bonita for maintaining Bonita Beach. The northern end of Bonita Beach is designated by the state as a critically eroded shoreline. Lee County has worked to manage the erosion since 1995 including cooperation with the City of Bonita Springs since their incorporation. Beach nourishment is anticipated to be necessary to keep a sandy beach at this location in the future and the proposed Interlocal Agreement will define the roles and responsibilities of Lee County and the City of Bonita Springs in order to implement that project.

III. BACKGROUND AND IMPLICATIONS OF ACTION**A) Board Action and Other History**

The northern approximately 0.8 miles of Bonita Beach has been designated by the Florida Department of Environmental Protection (FDEP) as critically eroded. Prior to the initial restoration, most of the area was a seawall with no dry beach at high tide. An MSBU funded construction of two terminal groins at Big Hickory Pass and construction of a sandy beach in 1995.

Following the restoration, a County park (Little Hickory Island Beach Park, AKA Access 10) was opened allowing for public access and also qualifying for future use of tourism development taxes (TDT) and FDEP grant funding. The first nourishment, already planned prior to incorporation of the City, was completed in June 2004 using a combination of those funding sources.

In November 2010, the County and City entered into an Interlocal Agreement (11/09/10, C8b) to define roles and responsibilities for the second nourishment event, including a financial contribution from the City that was proportional to project benefits for storm protection and private recreation. The most recent nourishment was completed successfully in September 2014 using TDT, FDEP, and City funding. The project placed 134,484 cubic yards of sand along 0.8 miles of shoreline. Cost including design, permitting, construction, monitoring, and permit compliance totaled approximately \$2 million.

Subsequent to construction, monitoring indicates that the project continues to provide storm protection, environmental benefits such as sea turtle nesting, and recreational opportunities, but is eroding over time as anticipated. The next nourishment will be sequenced based on further monitoring but is expected to be late 2022 or 2023.

B) Policy Issues

The 2010 Agreement expires in November 2020. In anticipation of the next nourishment event, a new Interlocal Agreement is proposed by staff.

In consideration of the effective completion of the 2014 nourishment, the terms are consistent with the 2010 Agreement. The County would be the lead on project implementation and the City would support the efforts and contribute financially.

C) BoCC Goals

Tourism, funding source

D) Analysis

The County and City will cooperate to seek FDEP funding. Costs not covered by grants are proposed to be allocated with the County paying for storm protection for our beach park and recreational benefits for the general public. The City will pay for the balance of storm protection and recreational benefits in areas without public access as defined by FDEP.

The resulting cost shares, less any grant funding, are estimated to be 38.28% City and 61.72% County.

TDT funds are anticipated to be available to cover the County share. Based on prior costs and FDEP grants, projected cost estimates for the next nourishment are \$1.3M FDEP, \$1.3M TDT, \$0.8M City.

E) Options

IV. **FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	No funding required
B)	Is this item approved in the current budget?	N/A
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	N/A
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	Yes
F)	Fund: Capital Improvement – Tourist Development Beach Projects Program: Major Maintenance Project: Account Strings:	
G)	Fund Type?	General Fund
H)	Comments:	

V. **RECOMMENDATION**

Approve

VI. **TIMING/IMPLEMENTATION**

The City approved the Interlocal Agreement on June 17, 2020.

Upon approval of the Interlocal Agreement by the County, it is anticipated that design work would begin in 2021 to update the permits and identify the sand sources. Construction would be timed based on results of ongoing monitoring, but is anticipated to be around the end of 2022. Any design contract or construction award would be subject to future Board approval.

VII. **FOLLOW UP**

ATTACHMENTS:

Description	Upload Date	Type
Interlocal Agreement	7/10/2020	Agreement
Talking Points	6/22/2020	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Natural Resources	Ottolini, Roland	Approved	7/24/2020 - 8:17 AM
Budget Services	Guttery, Angela	Approved	7/24/2020 - 9:42 AM
Budget Services	Winton, Peter	Approved	7/24/2020 - 9:51 AM
County Attorney	Fredyma, John J.	Approved	7/24/2020 - 10:17 AM
County Manager	Harner, David	Approved	7/27/2020 - 8:44 AM

AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT FOR
BONITA BEACH NOURISHMENT
BETWEEN
CITY OF BONITA SPRINGS
AND
LEE COUNTY

This First Amendment to the Interlocal Agreement for Bonita Beach Nourishment is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “County” and the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, hereinafter referred to as the “City” on the date last signed below.

WHEREAS, the County and City entered into the Interlocal Agreement for Bonita Beach Nourishment on August 4, 2020 (“Agreement”); and,

WHEREAS, the project and adjacent areas of Bonita Beach were significantly damaged by Hurricane Ian on September 28, 2022; and,

WHEREAS, the parties wish to amend the Agreement to allow for the repair of the Hurricane Ian damage as set forth herein.

NOW THEREFORE, the Parties agree as follows:

- 1) The scope of the Project as defined in Section 2B of the Agreement is amended to add the design, permitting and construction of the South Bonita Beach Segment extending approximately 9,700 feet from the southern end of the previously defined Project south to approximately the County line.
- 2) Section 4A of the Agreement is amended to clarify that the City is solely responsible for acquisition of all lands and easements necessary for construction of the South Bonita Beach Segment and any claims related thereto.
- 3) Section 4E of the Agreement is amended to stipulate that the City will be responsible for all costs associated with the South Bonita Beach Segment. Grant funding is expected from the State per the Hurricanes Ian and Nicole Recovery Plan, and any funds not required for the South Bonita Beach Segment will be applied to the balance of the Project to reduce the local cost to the extent allowed by the grant.
- 4) Section 5 is amended to add the following Sections.

5C. The City will be responsible for all costs associated with the South Bonita Beach Segment. Upon execution of a construction contract, the County may

invoice, and the City will pay within thirty days of receipt, an amount equal to 50% of the anticipated South Bonita Beach Segment construction cost.

5D. For eligible expenses other than those invoiced under Section 5C, payment will be made by the City within thirty (30) days of receiving a detailed invoice from the County including adequate documentation of the scope of work and proof of payment.

5) All other terms and conditions of the Agreement remain in effect.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound as of the date first written above.

ATTEST:

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST
KEVIN C. KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

[Type or print name]

By: _____
[Signature]

[Type or print name]
Chair/Vice-Chair

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY

By: _____
Office of the Lee County Attorney

REQUESTED MOTION: Approve the proposal from EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement for the Bonita Springs Soccer Complex Concession and Restroom facility renovation project and approving a budget transfer in the amount of \$27,980.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA: Consent

STRATEGIC PRIORITY: #5 Community Aesthetics

BACKGROUND:

In February 2024, the Community Park Baseball Complex restroom renovations were completed. In keeping with the improvements of our city's recreation facilities, the Bonita Springs Soccer Complex Concession and Restroom facility renovations were approved by City Council for the FY 2024 Budget year.

The Soccer Complex facility was constructed 20 years ago and is in need of renovation as this facility is greatly used by both our youth and adult soccer leagues. The concession room is in need of improvements to make the space better suited for the needs of the soccer leagues. The restrooms are also in need of renovations due to the amount of usage by all participants and visitors. Renovations are needed to upgrade the building in order to meet the needs of all users.

Attached is a proposal from EnviroStruct, LLC in the amount of \$277,980 for the Bonita Springs Soccer Complex Concession and Restroom facility renovation project. The work is outlined in the scope of work and fee proposal attached.

Section 46 (d) of the City Charter allows the transfer for all or part of any unrestricted appropriations from one department to another by resolution.

A transfer from Unassigned Fund Balance into Soccer Complex Concession and Restroom Building renovations 30.613.572.6032 of \$27,980 to fund this project is required.

STAFF RECOMMENDATION: Approve proposal from EnviroStruct, LLC and Resolution for budget transfer.

ATTACHMENTS:

1. Resolution
2. Proposal and scope of work from EnviroStruct, LLC

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE BUDGET AMENDMENT FOR FISCAL YEAR 2023-2024; 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, Fiscal Year 2023-2024; and

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

WHEREAS, as outlined in City Council agenda item 24-05-067 the City accepts the proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement for the Bonita Springs Soccer Complex Concession and Restroom facility renovation project in the amount of \$277,980 (30.613.572.6032); and

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

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

2. Transfer funding of \$27,980 from the Unassigned Fund Balance in the General Fund into 30.613.572.6032 the Bonita Springs Soccer Complex Concession and Restroom facility renovation project.

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 1th day of May, 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz
Purdon
Carr
Corrie

Fullick
Forbes
Steinmeyer

Date filed with City Clerk: _____



**Bonita Springs Soccer Clubhouse
Renovation
4/17/2024**

Schedule – Is based on 8 weeks of construction once we receive Notice to Proceed. One Superintendent will be onsite daily (not full-time) managing the project and weekly visits from our General Superintendent and Project Manager to monitor the progress of the job.

Pricing – **\$277,979.77** see attached estimate. Selections made per Nicole Perino

Scope of work:

Demolition:

- Remove existing restroom finishes – plumbing fixtures, lighting, bath accessories, signage. Remove (5) exterior doors and frames, (2) interior doors and frames, pass thru counters, Meeting room knee wall, information box, all casework and tops, soffit lights, AC grilles, kitchen and prep sinks. Remove shelving.

Metal work:

- Repair security metal cover screen.

Paint:

- Paint interior and exterior, all doors and frames. Meeting room ceiling to be Elastomeric paint to hide cracks.

Drywall/Stucco:

- Repair drywall and stucco as necessary.

Doors:

- flush hollow metal doors and frames. Louvers on restroom doors.
- Supply & Install the following finish hardware per existing:
 - Hager ECBB1101 NRP SS 4.5 x 4.5 hinges, US32D finish
 - Hager Privacy handle lock sets with deadbolts per existing
 - Hager 5200 Closers
 - Hager 750S Sweeps
 - Hager 412S Threshold, ALUM finish
 - New building address numbers
 - (2) kitchen doors keyed different than rest.



Roll-Up Door: TBD

Casework: 4x9 Island on feet and metal top. Large L-shape base cabinets on feet and solid surface top. (2) upper cabinets over microwave shelves and end panels. New pass thru solid surface counters - shallow overhang.

Tile/Flooring:

- Restroom - Tile walls and epoxy floors (same as Ballfields).
- Epoxy floors everywhere (except Maintenance).
- FRP on walls around mop basin, hand sink, "L" shape around 3 compartment sink.

Bath Accessories/Shelving:

- New grab bars, hand dryers (plus (2) in ADA stalls), mirrors (single sizes), add baby changing tables, sanitary receptacles, ADA signs (gray). TP, seat covers, and soap dispensers not included.
- Add 24lf of wood shelving to Meeting room for Trophy's. Add wire shelving and SS shelving over 3 compartment sink (L-shape)
- New bath partitions – HDPE grey (match ballfield)

Plumbing:

- Supply and install ADA toilets and seats, wall hung lavatories for all (no casework), Zurn and Sloan supply faucets and flush valves, new water stops. Add in-wall carriers for ADA lavatories if possible. New hose bibbs and shut off. New kitchen hand sink and 3 compartment sink all new faucets including at mop basin. Add drinking fountain hi-lo with bottle fill.

Mechanical:

- Replace exhaust fan(s) and all ceiling grilles.

Electric:

- New LED dimming lighting and occupancy sensors, including soffit cans, all ceiling mounted, and EM wall packs. Rewire exhaust fan(s) and hand driers.

Clarifications:

- Excludes design and engineering fees.
- Excludes permit and impact fees.
- Excludes performance and payment bond.

Bonita Springs Parks and Rec Soccer Clubhouse renovation

27100 Kent Rd.

Estimate
April 17, 2024



Bldg Area: 3,000 sf
Site Area: .0 ac.

General Conditions (2 Months)

Cost Code	Description	Qty.	U/M	Rate	Total
Total				\$	43,050.00

Sub Contractor & Supplier Cost

Cost Code	Description	Qty.	U/M	Rate	Total
02-232	1 Demolition	1	LS	\$ -	\$ 4,450.00
05-727	2 Repair security Screen	1	LS	\$ -	\$ 600.00
06-700	3 Casework	1	LS	\$ -	\$ 16,438.00
08-100	4 Doors and Hardware & Shelving	1	LS	\$ -	\$ 28,950.00
08-360	5 Roll up doors	1	LS	\$ -	\$ -
09-330	6 Drywall/Stucco	1	LS	\$ -	\$ 4,500.00
09-810	7 Tile/FRP walls	1	LS	\$ -	\$ 17,700.00
09-670	8 Epoxy Floors	1	LS	\$ -	\$ 31,649.00
09-940	9 Paint	1	LS	\$ -	\$ 15,000.00
10-815	10 Bath Accessories and Partitions	1	LS	\$ -	\$ 23,170.00
15-400	11 Plumbing	1	LS	\$ -	\$ 33,028.00
15-500	12 Mechanical	1	LS	\$ -	\$ 5,738.00
16-001	13 Electrical	1	LS	\$ -	\$ 25,500.00
Total				\$	206,723.00

Estimate Summary

Total General Conditions w/ Labor Burden	\$	43,050.00
Total Subcontractor Costs	\$	206,723.00
Contingency	\$	-
Design Fees - Architectural / Structural / Civil / MEP		By Owner
Permit & Impact Fees		By Owner
Builders Risk	\$	930.25
Liability Insurance	\$	2,005.63
Performance & Payment Bond	\$	-
Total Fee	\$	25,270.89

Total Base Bid	\$	277,979.77
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Qualifications & Assumptions:

Not included is removal of equipment or furniture

REQUESTED MOTION: Approve an Interlocal Agreement with the Lee County Supervisor of Elections relating to the provision of election services to the City and authorize the Mayor to provide written notification to the Supervisor of Elections of the City's intent to fulfill candidate qualifying responsibilities for the 2024 Municipal Election, in accordance with section 13(d) of the Bonita Springs City Charter.

REQUESTOR: Derek Rooney, City Attorney and Mike Sheffield, City Clerk

AGENDA: City Attorney

STRATEGIC PRIORITY: N/A

BACKGROUND:

In advance of the 2024 General Election, the Supervisor of Elections (Supervisor) has requested that all Lee County municipalities execute a revised interlocal agreement delineating the responsibilities and timetables for each party to ensure a uniform election practices.

The proposed agreement differs from the current agreement, which was approved by City Council in May 2017. Most notably, where the current agreement outlines the duties of the Supervisor in support of the City's candidate qualifying role, the new proposed agreement automatically assigns the qualifying officer role to the Supervisor unless the municipality provides written notice to the contrary (section 2.10).

Pursuant to Section 13(d) of the City Charter, *"Any elector of the City who wishes to become a candidate for a City elective office shall qualify with the City Clerk."*

For the 2024 Municipal Election, which will be held on November 5th in conjunction with the Lee County General Election, Mr. Sheffield has been actively fulfilling the duties of qualifying officer. To date, eight candidates have opened campaign files for the following offices on the 2024 ballot: Mayor; Council Member District 2; Council Member District 4, and Council Member District 6.

The candidate qualifying period for the 2024 City of Bonita Spring Municipal Election begins at Noon, Monday, June 10, 2024, and ends at Noon, Friday, June 14, 2024.

STAFF RECOMMENDATION: Consider the proposed agreement and if approved, authorize the Mayor to provide written notification to the Supervisor of Elections of the City's intent to maintain the responsibility over the candidate qualifying process for the 2024 Municipal Election, in accordance with the City Charter.

ATTACHMENTS:

1. Proposed New Agreement - City/Supervisor of Elections
2. 5/17/2017 Current Agreement - City/Supervisor of Election Services
3. Draft letter from the Mayor to the Supervisor

REVIEWERS:

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

AGREEMENT

This Agreement is made this ____ day of _____, 2024, by and between the City of Bonita Springs (“Municipality”) and the Office of the Supervisor of Elections of Lee County, Florida, (“Supervisor”).

RECITALS:

WHEREAS, the Municipality is required to provide for the conduct of its elections;

WHEREAS, the Supervisor, as the lawfully elected constitutional officer of Lee County, Florida, is the official custodian of the registration books and has the exclusive control of matters pertaining to the registration of electors;

WHEREAS, the Supervisor is willing to conduct elections for the Municipality subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Municipality desires that the Supervisor conduct elections for the Municipality.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits conferred herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto, intending to be legally bound, covenant and agree as follows:

PROVISIONS:

1. Recitals. The recitals contained in this Agreement are true and correct and are incorporated herein in their entirety.
2. Supervisor’s Duties: Supervisor shall conduct such elections for Municipality as may be requested by Municipality including special, stand-alone, and/or regularly scheduled elections, on such dates as are mutually agreed upon by Municipality and Supervisor, all in accordance with the Florida Election Code, any applicable charter, and any applicable ordinances. The services to be provided by Supervisor include:
 - 2.1 Supervisor shall prepare ballots, including, as necessary, candidates, referenda, and instructions to voters.
 - 2.2 Supervisor shall provide, operate, and maintain voting and tabulation equipment necessary for Municipality elections.
 - 2.3 Supervisor shall provide such personnel as are necessary to: conduct Municipality elections, tabulate the vote and provide results to the Municipality.

- 2.4 Supervisor shall provide operating supplies necessary to conduct Municipality elections.
- 2.5 Supervisor shall perform all functions necessary to the distribution, processing and counting of mail ballots.
- 2.6 Supervisor shall provide adequate polling place facilities for each Municipality precinct.
- 2.7 Supervisor shall advise and assist the Canvassing Board as needed.
- 2.8 Supervisor is responsible for all statutorily required legal advertising, the cost of which shall be billed to the Municipality. Supervisor may provide for the publication medium of legal advertising as statutorily permitted by law. Supervisor will provide the Municipality with a copy of any legal advertisement or mailing that the Municipality must publish on its official website.
- 2.9 Supervisor must provide dual ballot languages (English and Spanish), and legal advertising statutorily required of the Supervisor per the Language Minority Provisions of Section 203 of the Voting Rights Act.
- 2.10 Unless the Municipality provides written notice to the contrary at least one hundred and eighty (180) days prior to the date of any special, stand-alone, or regularly scheduled elections, the Supervisor shall act as the Election Qualifying Officer. As such the Supervisor shall be responsible for:
 - 2.10.1 Receipt and conditional review of all campaign finance reports in conformity with Florida law;
 - 2.10.2 Maintaining the candidate list for each election;
 - 2.10.3 Production and distribution of candidate packet materials;
 - 2.10.4 Providing election related notary services to campaigns and candidates;
 - 2.10.5 Petition processing and certification;
 - 2.10.6 Post-election campaign finance reconciliation support;
 - 2.10.7 Candidate qualifying instructions;
 - 2.10.8 Preparing and scheduling of the election calendar; and
 - 2.10.9 Determination of the candidate-qualifying period.

3. Municipality's Duties:

- 3.1 Municipality shall immediately notify, continually advise, and provide written copies of all provisions of law pertaining to elections within the Municipality, including, but not limited to, any charter, code of ordinances, special acts, and any additions or amendments thereto, as necessary for Supervisor to conduct Municipality's elections.
- 3.2 Municipality shall notify Supervisor in writing, and get Supervisor's consent thereto, at least one hundred twenty (120) days in advance of all election dates, and such notice shall include the qualifying periods applicable thereto.
- 3.3 Municipality shall conference with Supervisor at least one hundred twenty (120) days prior to the scheduled election and on, or before, that date, provide an up-to-date map clearly indicating official Municipality boundaries (ninety (90) days in the event of the death or removal of the Mayor or a Council member).
- 3.4 Municipality is responsible for legal advertising statutorily required of the Municipality and must provide for the publication medium as required by law.
- 3.5 Municipality shall reimburse Supervisor for all services, supplies, expenses and costs of whatever kind or nature incurred because of or in the conduct of the Municipality's special or stand-alone elections. It is not contemplated that elections held in conjunction with federal, state, or county elections would cause Municipality to reimburse Supervisor for expenses, except those for expenses solely related to Municipality's elections, including, but not limited to, candidate withdrawal notices to voters, translation, recount, and attorney's fees, which would not have otherwise been incurred by Supervisor.
- 3.6 To the extent permitted by Section 768.28, Florida Statutes, Municipality shall indemnify and hold Supervisor harmless from and against all claims, damages, injuries, litigation, actions or losses including reasonable attorney's fees and costs, arising out of or resulting from the acts of Supervisor in the performance of his lawful duties and the responsibilities under this Agreement, excepting any act or omission committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.
- 3.7 Municipality shall name Supervisor as additional insured under the Municipality's property and casualty insurance policies, including but not

limited to general liability, with respect to all activities of Supervisor relating to or arising out of the conduct of the Municipality's elections.

3.7.1 Subject to Supervisor's approval in any particular instance, which approval shall not be unreasonably withheld, Municipality Attorney, or designee, shall have authority to defend, negotiate and participate in any actions or claims for damages arising from the responsibilities of Supervisor under this agreement, or provide for defense of such actions or claims through its Risk Management Pool or other appropriate firm.

3.7.2 No settlement of such claims or actions shall be binding upon Municipality unless approved by the Municipality Council.

4. Expenses and Compensation: Upon completion of election services for any election, Supervisor shall provide an invoice to the Municipality detailing the costs incurred by Supervisor in conducting the election for Municipality. Reimbursement shall be made within thirty (30) days to Supervisor for such costs, including, but not limited to, the following: printing, labor, poll workers, rent, postage, transportation, forms, supplies, communication and use of tabulation equipment. Supervisor will provide such verification of expenses as is reasonably requested by Municipality.
5. Term: This Agreement shall become effective on the date of its execution by both parties and shall continue in effect for one (1) year from such date. The Agreement shall be automatically extended from year to year unless either party provides written notice of its intent to terminate at least six (6) months prior to the month in which a Municipality election is scheduled.
6. This Agreement is not cancellable during an election cycle.
7. The Municipality consents to all non-sample Ballot mailing advertisement by the Supervisor without the need for prior approval.
8. Any Sample Ballot mailing for stand-alone and/or special elections will only occur upon written request by Municipality to Supervisor.
9. Determinations regarding decision on whether to conduct early voting must be included in the Municipality's official resolution to conduct a stand-alone and/or special elections. The parties agree that failure to do so shall be construed as a decision not to provide early voting.
10. All costs for the enforcement of this Agreement, including reasonable attorney's fees, shall be paid by the losing party to the prevailing party.

11. Where used herein references to Municipality or Supervisor shall include the officers, agents, and employees of each.
12. This Agreement shall not be applicable to elections that are limited solely to freeholders.
13. In the event that any part of this Agreement is determined to be unenforceable by a court of competent jurisdiction, said determination shall not invalidate the remaining parts of this Agreement.
14. This Agreement shall become effective on the date first above written. This Agreement and any subsequent amendments thereto, shall be filed with the Clerk of the Circuit Court of Lee County, Florida.

[SIGNATURE PAGE FOLLOWS]

Witnesses:

SUPERVISOR OF ELECTIONS

1st Witness

By: _____

Printed Name

Print: _____

2nd Witness

Printed Name

Witnesses:

CITY OF BONITA SPRINGS

1st Witness

By: _____

Printed Name

Print: _____

Title: _____

2nd Witness

Printed Name

Attest:

By: _____

Municipality Clerk

Approved as to Form:

Municipality Attorney Esq.,

AGREEMENT FOR ELECTION SERVICES

This Agreement is made this 17 day of May, 2017, by and between the City of Bonita Springs, Florida ("City") and Tommy Doyle, the Supervisor of Elections of Lee County, Florida, ("Supervisor").

WHEREAS, City is required to provide for the conduct of its elections; and

WHEREAS, Supervisor as the lawfully elected constitutional officer of Lee County, Florida, is the official custodian of the registration books and has the exclusive control of matters pertaining to the registration of electors; and

WHEREAS, Supervisor is willing to conduct elections for the City subject to the terms and conditions set forth in this Agreement; and

WHEREAS, City desires that the Supervisor conduct elections for the City.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Supervisor's Duties: Supervisor shall conduct such elections for City as may be requested by City including Special Elections, on such dates as are mutually agreed upon by City and Supervisor, all in accordance with the Florida Election Code, the City Charter and any applicable City ordinances. The services to be provided by Supervisor include:

- 1.1 Supervisor shall prepare ballots, including, as necessary, candidates, referenda and instructions to voters.
- 1.2 Supervisor shall provide, operate and maintain voting and tabulation equipment necessary for City elections.
- 1.3 Supervisor shall provide such personnel as are necessary to: conduct city elections, tabulate the vote and provide results to the City.
- 1.4 Supervisor shall provide operating supplies necessary to conduct city elections.
- 1.5 Supervisor shall perform all functions necessary to the distribution, processing and counting of mail ballots.
- 1.6 Supervisor shall provide adequate polling place facilities for each city precinct.

BSC-17-05-85

- 1.7 Supervisor shall advise and assist the Canvassing Board as needed.
- 1.8 Supervisor shall conference with City to prepare for City election at least 120 days prior to such election at which time the Supervisor will begin consulting with the City Clerk regarding proposed polling locations, early voting, if any, and support staff ratios and standards.
- 1.9. In support of the City's role as qualifying officer pursuant to paragraph 2.5 of this Agreement, Supervisor shall certify all required qualification signatures to the City, at the candidate or petitioner's expense, for any candidate or petition for referenda seeking qualification for any proposed City elections.

2. City's Duties:

- 2.1 City shall immediately notify, continually advise, and provide written copies of all provisions of law pertaining to elections within the city, including the City Charter, City Code of Ordinances, Special Acts and any additions or amendments thereto, as necessary for Supervisor to conduct City's elections.
- 2.2 City shall notify Supervisor in writing, and get Supervisor's consent thereto, at least one-hundred twenty (120) days in advance of all election dates and such notice shall include the qualifying periods applicable thereto. (This requirement may be reduced to ninety (90) days in the event of death or removal of the Mayor or a City Council Member).
- 2.3 City shall provide Supervisor within twenty-four (24) hours of close of election qualifying period: (a) a copy of the proposed Resolution calling for the election, designating qualified candidates, and providing legally sufficient ballot language for any referenda items ("Resolution"); and (b) a copy of the original Oath of Candidate designating each candidate's name as it is to appear on the ballot. City shall provide the adopted Resolution within twenty-four (24) hours of its date filed with the Clerk.
- 2.4 Pursuant to paragraph 1.8 of this Agreement, the City Clerk shall conference with Supervisor at least one hundred (120) days prior to the

scheduled election and on, or before, that date, provide an up-to-date map clearly indicating official city and voting district boundaries ninety (90) days in the event of the death or removal of the Mayor or a Council member).

- 2.5 City shall serve as qualifying officer to accept qualification papers and fees and to perform such administrative tasks as are necessary to such function, including receipt and preservation of records filed pursuant to candidate financial reporting requirements.
- 2.6 City shall reimburse Supervisor for all services, supplies, expenses and costs of whatever kind or nature incurred as a result of or in the conduct of the City's elections; however, it is not contemplated that city elections held in conjunction with federal, state, or county elections would cause City to reimburse Supervisor for expenses, except those expenses solely related to City's elections which would not have otherwise been incurred by Supervisor.
- 2.7 To the extent permitted by Section 768.28, Florida Statutes, City shall indemnify and hold Supervisor harmless from and against all claims, damages, injuries, litigation, actions or losses including reasonable attorney's fees arising out of or resulting from the acts of Supervisor, in the performance of his lawful duties and the responsibilities under this Agreement. Provided, however, that the Supervisor and City as agencies or subdivisions of the State of Florida, as defined Section 768.28 agree to be fully responsible for its own negligent or tortious acts or omissions to the extent set in Section 768.28. Furthermore, nothing in this Agreement nor any action taken by the Supervisor of the City that arises out of this Agreement shall constitute or be construed as a waiver of the sovereign immunity of either party. **Nothing in this paragraph shall inure to the benefit of a third party.**
- 2.8 City shall name Supervisor as additional insured under City property and casualty insurance policies, including but not limited to general liability,

with respect to all activities of Supervisor relating to or arising out of the conduct of city elections.

2.8.1 Subject to Supervisor's approval in any particular instance, which approval shall not be unreasonably withheld, City Attorney, or designee, shall have authority to defend, negotiate and participate in any actions or claims for damages arising from the responsibilities of Supervisor under this agreement, or provide for defense of such actions or claims through its insurer or other appropriate firm.

2.8.2 No settlement of such claims or actions shall be binding upon City until approved by the City Council.

3. Expenses and compensation: Upon completion of election services for any election, Supervisor shall provide an invoice to the City detailing the costs incurred by Supervisor in conducting the election for City. Reimbursement shall be made within thirty (30) days to Supervisor for such costs, including but not limited to the following: printing, labor, poll workers, rent, postage, transportation, forms, supplies, communication and use of tabulation equipment. Supervisor will provide such verification of expenses as is reasonably requested by City.

4. Term: This Agreement shall become effective on the date of its execution by both parties and shall continue in effect for one (1) year from such date. The Agreement shall be automatically extended from year to year unless either party provides written notice of its intent to terminate at least six (6) months prior to the month in which a city election is scheduled.

5. All costs for collection and enforcement of this Agreement including reasonable attorney's fees shall be paid by the losing party to the prevailing party.

6. Where used herein references to City or Supervisor shall include the officers, agents and employees of each.

7. This Agreement shall not be applicable to elections which are limited solely to freeholders.

8. In the event that any part of this Agreement is determined to be unenforceable by a court of competent jurisdiction, said determination shall not invalidate the remaining parts of this Agreement.

9. This Agreement shall become effective on the date first above written. This Agreement and any subsequent amendments thereto, shall be filed with the Clerk of the Circuit Court of Lee County, Florida.

Witnesses:

1st Witness

Printed Name

2nd Witness

Printed Name

SUPERVISOR OF ELECTIONS

By:

Tommy Doyle

CITY OF BONITA SPRINGS, FLORIDA

By:

Peter Simmons, City Mayor

Attest:

Deborah Filipek, City Clerk

Approved as to Form:

Audrey E. Vance, City Attorney



Draft Letter

May____, 2024

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

Rick Steinmeyer
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

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

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

Mike Sheffield
City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

The Honorable Tommy Doyle, Supervisor, Lee County Elections
Melvin Morgan Constitutional Complex
2480 Thompson Street, 3rd Floor
Fort Myers, FL 33901

Dear Supervisor Doyle,

First, on behalf of City Council and the citizens of Bonita Springs, I want to express our profound gratitude for the outstanding work that you and your team have consistently performed administering elections and the voting process for our City and all of Lee County.

I am pleased to inform you that, on May 1, 2024, the Bonita Springs City Council approved the new agreement for election services. The City Clerk will forward the partially executed agreement to you for your signature.

Additionally, the City Council has resolved that the City will maintain the responsibility over the candidate qualifying process for the 2024 City Election, with our City Clerk in the role of qualifying officer, in accordance with section 13(d) of the Bonita Springs City Charter. This letter serves as formal notice of this decision, as stipulated in Provision 2.10 of the new agreement.

Our City Clerk, Mike Sheffield, informed Council that several individuals have already initiated candidate campaign filings for the 2024 election. He is eager to collaborate with your team during the qualifying period and throughout the 2024 election cycle in support of your mission to deliver superior election services to the voters of Lee County.

Sincerely,

Rick Steinmeyer, Mayor
City of Bonita Springs, Florida

Cc: City Council Members
Arleen Hunter, City Manager
Matt Feeney, Assistant City Manager
Derek Rooney, City Attorney
Mike Sheffield, City Clerk