



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

City of Bonita Springs City Council Meeting Agenda

July 17, 2024
9:00 a.m.

If you intend to address the City Council, please submit a completed “Public Comment Slip” to the City Clerk. 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 comments must be received by 3 p.m., July 16, 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. Mayor’s Welcome
6. Approval of the Meeting Agenda
7. Public Comment on Agenda Items
8. Consent Agenda Items:
 - A. Approve minutes from the City Council meeting held on June 19, 2024.
 - B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-07-097)

- C. Approve a Resolution authorizing the City to enter into a Statewide Mutual Aid Agreement with the Florida Division of Emergency Management. (Green Sheet 24-07-098)
- D. Approve a special event application submitted by The Springs of Bonita Church, for a Candlelight Christmas Eve Service at Riverside Park on Tuesday, December 24, 2024, from 6:00 p.m. - 7:00 p.m., with conditions as specified. (Green Sheet 24-07-099)
- E. Approve the scope for construction submitted by ADEAS-Q for the Pelican Landing Parkway/Old 41/US 41 intersection improvements. (Green Sheet 24-07-100)
- F. Approve contract amendment #4 between the City and the FloridaCommerce for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Quinn/Downs/Dean West of Imperial Parkway Voluntary Home Buyout Program (VHBP) – Contract Agreement #I0086. (Green Sheet 24-07-102)
- G. Approve a Resolution to engage two (2) firms for the City’s Miscellaneous Land Acquisition Services (RFQ 24-03) and authorize staff to enter into negotiations with Florida Acquisition & Appraisal, Inc. as the primary vendor and The Urban Group, Inc. as the secondary vendor. (Green Sheet 24-07-103)
- H. Approve a Resolution awarding Holiday Street Pole Lighting (RFP 24-06) to Miami Christmas Lights USA, in the amount of \$126,613.21. (Green Sheet 24-07-104)

- Opportunity for City Council Comments on Consent Agenda

9. Public Hearing:

- A. PUBLIC HEARING TO CONSIDER A PETITION FOR A REQUEST TO VACATE, ABANDON, CLOSE, AND DISCONTINUE THE PUBLIC’S INTEREST IN A 30-FOOT WIDE PRIVATE ROAD RIGHT-OF-WAY, LOCATED ON LOTS #7 AND #8, BLOCK 14, BONITA SPRINGS COUNTRY CLUB, UNIT 2, A REPLAT OF LOT 14, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 19 THRU 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (Green Sheet 24-07-105)

10. Mayor and Council Member Items:

- A. Presentation by Karen Gustafson, Executive Director of the Bonita Senior Center, on programs and services offered at the Center. (Council Member Corrie, Green Sheet 24-07-106)

11. City Attorney Items:

12. City Manager Items:

- A. Presentation of the draft City of Bonita Springs Proposed Annual Operating and Capital Budget for Fiscal Year 2024-2025. (Green Sheet 24-07-108)
- B. Adopt proposed millage rate for fiscal year 2024-2025. (Green Sheet 24-07-107)
- C. Approve a Resolution to establish the fiscal year 2024-2025 annual Stormwater Assessment Fee. (Green Sheet 24-07-101)
- D. Update on Hurricane Ian recovery.

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment



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

City of Bonita Springs
City Council
Draft Meeting Minutes

June 19, 2024
9:00 a.m.

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

2. **Invocation** - *Provided by Rev. Ann 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: 7 Council Member Bogacz, Council Member Purdon, Council Member Carr, Mayor Steinmeyer, Council Member Corrie, Council Member Fullick, Deputy Mayor Forbes

Absent: 0

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

6. **Approval of the Meeting Agenda**

*Mayor Steinmeyer motioned to approve the agenda; Seconded by Council Member Purdon. **The motion carried unanimously.***

7. **Public Comment on Agenda Items:**

Dwight Esmon – Spoke in support of Accessory Dwelling Units.

8. **Ceremonial Presentations:**

A. Presentation of a certificate of recognition honoring John R. Jenkins, Executive Director, Bonita Springs Utilities, upon his retirement.

The presentation was continued to a future meeting.

B. Presentation of the Tree of the Season Award by the Tree Advisory Board. (Green Sheet 24-06-089)

Jack Brown, Chairman of the Tree Advisory Board, presented the award to Brigid Rotigel and son Emery.

9. Consent Agenda Items:

*Council Member Carr motioned to approve the consent agenda; Seconded by Mayor Steinmeyer. **The motion carried unanimously.***

- A. Approve minutes from the City Council meeting held on June 5, 2024.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian. (Green Sheet 24-06-088)
- C. Approve Florida Department of Environmental Protection Contract Agreement Amendment 1 for the Sun Village and Lakes of Sans Souci Septic to Sewer Conversion Project. (Green Sheet 24-06-094)
- D. Approve staff to submit a grant proposal for a Septic to Sewer Project to the Florida Department of Environmental Protection Water Quality Improvement Grant. (Green Sheet 24-06-095)
 - Opportunity for City Council Comments on Consent Agenda

10. Presentations

- A. Presentation on Emergency Preparedness and Introduction of Partner Agencies. (Green Sheet 24-06-093)

Tony Backhurst, Director of the Neighborhood Services Department, presented an overview of the City's Emergency Operation Plan and an update on preparedness for the 2024 hurricane season. Brief presentations were also provided by representatives of the following partner agencies: Benjamin Abes, Lee County Public Safety; Lt. Rush Brewton, Lee County Sheriff's Office; Gregory DeWitt, Bonita Springs Fire Control & Rescue District; and Allen Perry, Bonita Springs Utilities.

11. City Attorney Items:

- A. Approve changes to both agreements with BS Parcel Holdings LLC originally approved on February 1, 2023. (Green Sheet 24-06-090)

*Council Member Purdon motioned to approve; Seconded by Council Member Carr. **The motion carried unanimously.***

12. City Manager Items:

- A. Approve a Resolution calling for and ordering a General Election of Municipal Officers to be held on Tuesday, November 5, 2024 and acknowledging qualified candidates. (Green Sheet 24-06-096)

*At the direction of Mayor Steinmeyer, the City Clerk read aloud the names of the qualified candidates. Those candidates present in council chambers were asked to stand when their name was called. The City Clerk further announced that unopposed qualified candidate Chris Corrie has been declared re-elected. Mayor Steinmeyer motioned to approve the Resolution; seconded by Council Member Carr. **The motion carried unanimously.***

- B. Receive summary on Accessory Dwelling Units and provide direction to staff, as applicable.

John Dulmer, Director, Community Development, introduced the item, stating that a summary on Accessory Dwelling Units was provided in the backup material. Based on Council's direction today, staff will formulate specific recommendations to be presented at a future meeting.

A discussion ensued. Councilmember Corrie highlighted the benefits of Accessory Dwelling Units stating that they offer an alternative living arrangement for widowed senior citizens, provide homeowners with an additional income stream, and help meet the housing needs of the workforce. He emphasized that any expansion must be uniform citywide. Mayor Steinmeyer voiced his apprehension for Accessory Dwelling Units, citing concerns about growth and over-development. Council Member Fullick cautioned about the potential misuse of Accessory Dwelling Units as short-term rental units rather than residential units.

*Council Member Purdon motioned to direct staff to prepare a plan for moving forward with recommendations, to be brought back at a future meeting; Council Member Corrie seconded. **The motion carried unanimously.***

- C. Presentation and review of the April Financial Report & update on upcoming 2024-2025 Budget Process. (Green Sheet 24-05-092)

Finance Director Lisa Griggs-Roberson presented the tentative 2024-2025 budget calendar stating that a preliminary budget presentation followed by a preliminary vote on the millage rate and stormwater utility fee will occur at the City Council meeting on July 17 at 9:00 am. She further stated that the tentative budget hearing and millage rate vote will take place at 5:30 pm, September 4, and the final budget hearing and millage rate vote will take place at 5:30 pm, September 18. All stated meetings and budget hearings will be held at City Hall Council Chambers.

- D. Update on Hurricane Ian recovery.

City Manager Hunter stated that all requested documents were submitted to FEMA prior to the June 10 deadline. The City's summative narrative, which was provided to FEMA with copies provided to the Mayor and Council, is also published on the City's website.

City Manager Hunter also announced that a public information meeting on Rosemary Drive will be held on June 25, from 5 pm – 7 pm, at City Hall Council Chambers.

13. Mayor and Council Member Reports

Council Member Fullick – Reported that last week's TDC meeting was cancelled due to the storm and subsequent power loss at the County government complex. He also reported on the good news that six additional major insurance companies have filed to write policies in Florida; thirteen total additional companies in the past six months.

Deputy Mayor Forbes – Reported on the Imperial River peak level during the recent heavy rain, stating the river rose several feet as the result of the sheet flow.

Council Member Corrie – Reported on the results of the Bonita Bay fund drive for the Lee County Cancer Center, stating a record amount of money was raised, over \$660,000. He also reported that the Bonita Springs Senior Center, of which he is a board member, is serving 400% more people this year than last year. He invited the executive director of the Senior Center to provide a presentation at the July 17 City Council meeting.

14. Public Comment

Ben Hershenson – Speaking about the recent heavy rain event, reminded homeowner associations of the importance of clearing leaves from storm drains to prevent flooding.

Maureen Taylor – President of Gulf Villas of Bonita Springs provided an update on an issue previously reported at a past City Council meeting, concerning damage to trees caused by Pulte. City Attorney Rooney stated that he has contacted Pat Bulter of Pulte regarding remedying the situation and replacing the trees.

15. Adjournment - *There being no further business, the meeting adjourned at 10:56 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: 6) Strengthen/Enhance Council Relations, 7) Government Transparency

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. 24-043 issued on June 17, 2024
2. Resolution No. 24-045 issued on June 24, 2024
3. Resolution No. 24-046 issued on July 1, 2024
4. Resolution No. 24-047 issued on July 8, 2024

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-043

**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;

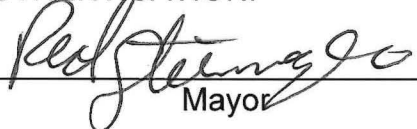
Section 1. The recitals above are hereby incorporated herein.

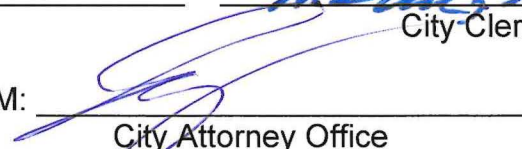
Section 2. The current State of Emergency is extended.

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 17th day of June, 2024.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 6/19/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-045

**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.

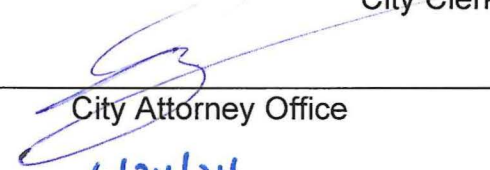
Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 24th day of June, 2024.

AUTHENTICATION:


Mayor


City Clerk

APPROVED AS TO FORM: 
City Attorney Office

Date filed with City Clerk: 6/24/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-046

**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.

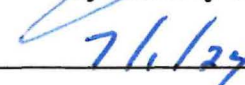
Section 3. This resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary by resolution, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 1st day of July, 2024.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk:  7/1/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-047

**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;

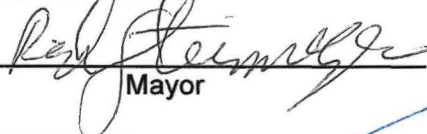
Section 1. The recitals above are hereby incorporated herein.

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 8th day of July, 2024.

AUTHENTICATION:

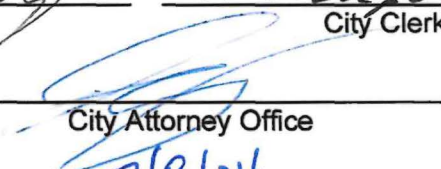


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk:


7/8/24

REQUESTED MOTION: Approve a Resolution authorizing the City to enter into a Statewide Mutual Aid Agreement with the Florida Division of Emergency Management, and authorizing the Mayor to execute documents in furtherance of said agreement.

REQUESTOR: Tony Backhurst, Director, Neighborhood Services

AGENDA: Consent

STRATEGIC PRIORITY: 6) Strengthen/Enhance Council Relations

BACKGROUND:

The Emergency Management Act, Chapter 252, Florida Statutes, provides each local government of the State the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

The Statewide Mutual Aid Agreement between the State of Florida, Division of Emergency Management and participating municipalities authorizes the request, provision, and receipt of interjurisdictional mutual aid in accordance with the Emergency Management Act, Chapter 252, in the event of a disaster or emergency.

This agreement replaces all previous versions of the Statewide Mutual Aid Agreement and contains consistent terms and conditions. There are no substantive changes to the City's liability, reimbursement, or other terms for participation in the agreement.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS:

1. Draft Resolution
2. Proposed Statewide Mutual Aid Agreement 2023

REVIEWERS:

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

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 24-**

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA, APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, as delineated in Chapter 252 of Florida Statutes, empowers the State and its political subdivisions to provide emergency aid and assistance during disasters or emergencies; and

WHEREAS, said Statute also empowers the State to coordinate the deployment of any equipment, services, or facilities owned or organized by the State or its political subdivisions for utilization in the affected area upon request from the duly constituted authority of that area; and

WHEREAS, the Statewide Mutual Aid Agreement between the State of Florida, Division of Emergency Management, and participating municipalities, authorizes the request, provision, and receipt of interjurisdictional mutual aid in accordance with the Emergency Management Act, Chapter 252, in the event of a disaster or emergency.

WHEREAS, the City Council deems it to be in the best interest of the health, safety, and welfare of its residents to participate and enter into the Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management.

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

Section 1: the Statewide Mutual Aid Agreement attached hereto between the City of Bonita Springs and the State of Florida, Division of Emergency Management, is hereby approved.

Section 2: the Mayor is hereby authorized to execute all necessary documents in furtherance of the implementation of said agreement.

Section 3: this Resolution shall become effective immediately upon its approval

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of July 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote: Steinmeyer Corrie
Bogacz Fullick
Purdon Forbes
Carr

Date filed with City Clerk: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



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Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



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- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

REQUESTED MOTION: Approve a special event application submitted by The Springs of Bonita Church, for a Candlelight Christmas Eve Service at Riverside Park, on Tuesday, December 24, 2024, from 6:00 p.m. - 7:00 p.m., with conditions as specified.

REQUESTOR: Lora Taylor, Communications Director

AGENDA: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND: The Springs Church would like to host a Christmas Eve Service from 6:00pm-7:00pm on December 24, 2024.

The Springs Church offers services at Riverside Park each Sunday, which does not require a City permit. Historically, if an event permit was issued on a Sunday, the church service would relocate.

Staff has notified the Springs Church about the Holiday Stroll taking place through the month of December. The applicant has notified staff that more than 1,500 people will be attending their Christmas Eve service.

The City does not typically permit private events on holidays due to staffing concerns. The Church has requested a special event permit to host a Christmas Eve service this year as the event size triggers the requirement for a permit. The applicant has been informed that approval of an event permit during a holiday would be contingent on a staff member volunteering to work and a city staff member has volunteered to work this year.

The Holiday Stroll for Riverside Park will be from dusk to 9:00pm nightly through January 1st. If the Council issues approval for the Christmas Eve Service, the staff member working will pause the holiday music for the stroll during the Church service.

STAFF RECOMMENDATION: Approval of special event application with the following conditions:

1. Music is to be paused during the Holiday Stroll.
2. Amplified sound is not to exceed 65 dB from the point of the closest residence during the duration of the event.

ATTACHMENTS:

1. Special event application and letter of explanation
-

REVIEWERS:

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

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

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

Phone: 239/949-6262

Fax: 949-6239

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

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

Organization: THE SPRINGS OF BONITA CHURCH
Nature of Event: CANDLELIGHT CHRISTMAS EVE SERVICE
Location (Attach Site Plan): RIVERSIDE PARK - BONITA SPRINGS

Date	Set-Up Time	Actual Event Times	Take Down Time
12/24/24	4:00pm to 6:00pm	6:00pm to 7:00pm	7:00pm to 8:00pm

For multiple dates, please attach letter.

Has this event been held in the past? YES If so, when was the last event? 12/24/23
Individual Contact for Activity/Event: PASTOR RUSS WINN Phone: 239-293-3310
Address: PO BOX 3279 BONITA SPRINGS, FL Website: THESPRINGSOFBONITA.COM
E-Mail Address: THESPRINGSOFBONITA@AOL.COM
Major Sponsor(s): THE SPRINGS OF BONITA CHURCH
Promoter(s): _____ Phone or Contact #: _____

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

Yes ☒ No ☐

Actual Anticipated number: 1,500

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

☐ Yes ☒ No

Will "shuttle" service to parking be provided? By whom? _____ ☐ Yes ☒ No

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

☒ Yes ☐ No

LIVE MUSIC 6:00pm - 7:00pm

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

15. Sanitary Facilities:

Yes No

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

☐
☒

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

☐
☒

Will additional refuse containers/dumpsters be provided?

☐
☒

If yes, by whom: _____

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

YES

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

FREE EVENT

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

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

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

Courtney Ardoin
Signature of Applicant

6/13/24
Date

Comments: _____

Courtney Ardoin

Comments: _____

City Manager

Date

Application Fee is non-refundable.

PLEASE NOTE: Lee County Sheriff's Department will not sign-off on your event unless they see a completed Special Event Packet. This sign-off sheet must be completed by the Lee County Sheriff's Office with your Special Event Packet when you return it to Bonita Springs City Hall.



CITY OF BONITA SPRINGS SPECIAL EVENT DEPARTMENT
9101 BONITA BEACH ROAD | BONITA SPRINGS, FL 34135 | (239) 949-6262

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

Details Unit - (239) 477-1199 or jhillery@sheriffleefl.org or asellers@sheriffleefl.org

Event Name The Springs of Bonita Church

Parking:

It is understood through this application that all parking will be on site. The right of way must not be impeded at any time.

Road Closures (Please Explain):

None are required for this event.

Alcoholic Beverages:

It is understood through this event permit that alcohol will not be served at this event.

Special Arrangements:

All amplified sound must adhere to the City of Bonita Springs noise ordinance.

SHERIFF'S PERSONNEL USE ONLY

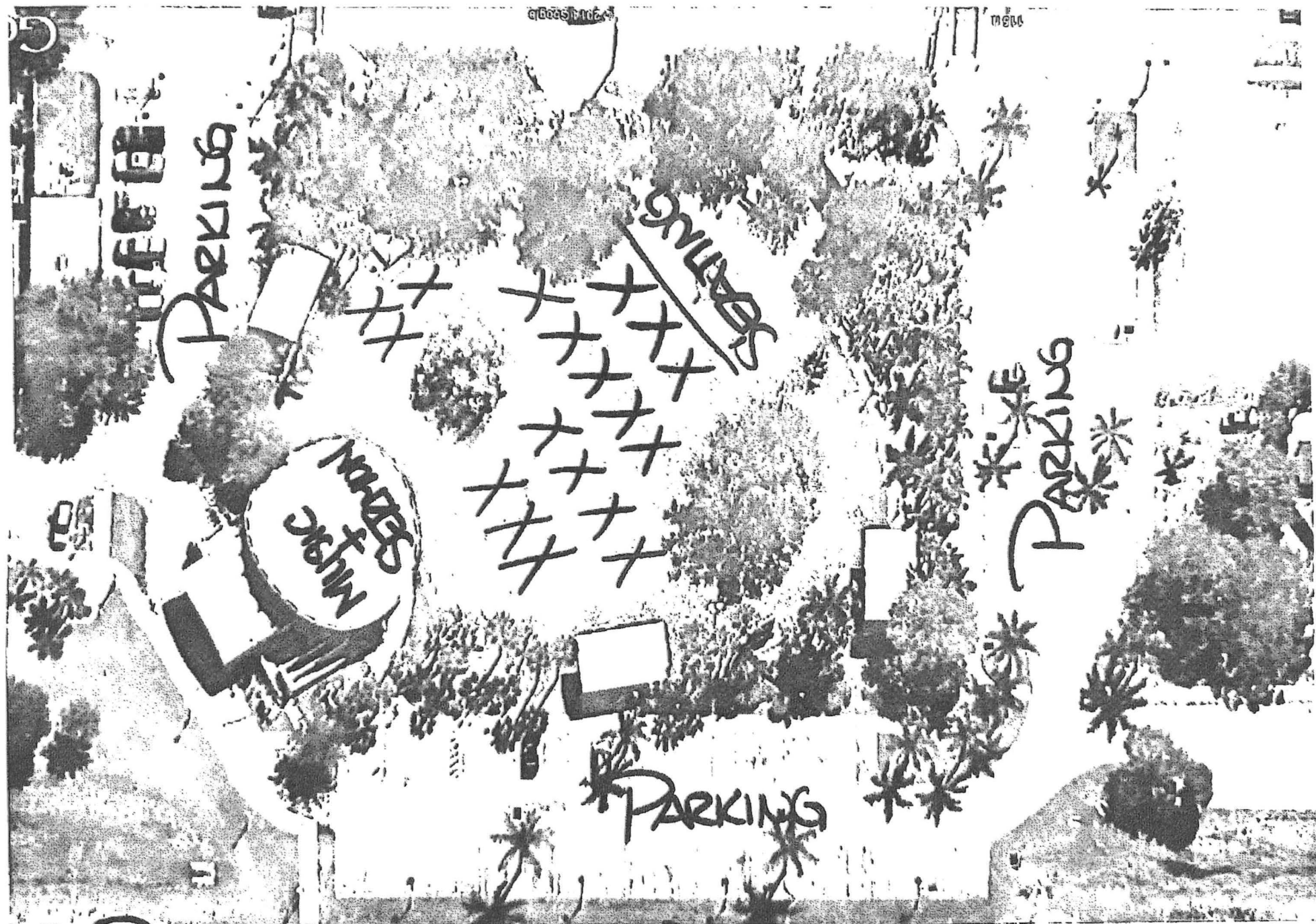
LCSD DETAIL COMMANDER: _____

SIGNATURE

DATE: 6 18 24

DEPUTIES BOOKED FOR EVENT (How Many?): 0 DATE BOOKED: _____

Please Note: "Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.



PARKING AVAILABLE IN DEPOT ACROSS TRACKS

WALL

LIVE MUSIC - FROM 6:00 - 7:00PM

LIVE SERMON - FROM 6:00 - 7:00PM

STAGE

June 13, 2024

Lee County Sheriff's Office
Jen Hillery – jhillery@sheriffleefl.org
Amy Sellers – asellers@sheriffleefl.org

Ref: Event Permit
Riverside Park – Bonita Springs, FL

Hello,

We are submitting this "Event's Permit Application" for consideration and approval for our Christmas Eve Church Service at Riverside Park in Bonita Springs. This will be our 15th year hosting this one-hour church service in the park and look forward to a beautiful event. We have attached our application along with several attachments for review.

Thank you in advance for your consideration. Should you need any further information, please contact us at your earliest convenience.

Sincerely,
Courtney Ardoin
Administrator
(239) 248-0858

PO BOX 3279
BONITA SPRINGS, FL 34133
239-293-3310
www.thespringsofbonita.church



THESP-3

OP ID: LO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2024

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

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

PRODUCER Nash Insurance & Associates 8801 College Parkway, Suite 1 Fort Myers, FL 33919 Brandon Nash		239-333-0888		CONTACT NAME: Brandon Nash		PHONE (A/C, No, Ext): 239-333-0888		FAX (A/C, No): 239-333-0220	
				E-MAIL ADDRESS: brandon@nashfl.com					
INSURER(S) AFFORDING COVERAGE						NAIC #			
INSURER A : United States Liability Ins									
INSURER B :									
INSURER C :									
INSURER D :									
INSURER E :									
INSURER F :									

INSURED The Springs of Bonita Inc. PO Box 3279 Bonita Springs, FL 34133									
---	--	--	--	--	--	--	--	--	--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY	☒		NPP1561601I	06/05/2024	06/05/2025	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 1,000,000
									\$
								GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	
	AUTOMOBILE LIABILITY	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE	\$
								AGGREGATE	\$
									\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y / ☐ N N / A						PER STATUTE	OTH-ER
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

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

Churches or other house of worship _ Certificate holder is listed as additional insured

CERTIFICATE HOLDER

CANCELLATION

The City of Bonita Springs 9101 Bonita Beach Rd Bonita SPrings, FL 34135	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 07 2012

SPRINGS OF BONITA INC
C/O JOE RUSSELL WINN
PO BOX 3279
BONITA SPRINGS, FL 34133

Employer Identification Number:
138-3838073
DLN:
17053250348011
Contact Person: CHITRA MAMLATDARNA ID# 52471
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
No
Effective Date of Exemption:
April 18, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

REQUESTED MOTION: Approve the scope for construction submitted by ADEAS-Q for the Pelican Landing Parkway/Old 41/US 41 intersection improvements.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND:

During FY23/24 budget development City Council included this project to identify and develop improvements to the Eastern and Western approaches of the Pelican Landing Parkway/Old 41/US 41 intersection. This scope and fee is to analyze, condition, identify solutions and develop a set of 60% plans.

Funding is available in the Capital Improvement Budget line-item number: 30.250.541.6339

February 7, 2024: City Council approved ADEAS-Q to develop a set of 60% plans.

July 17, 2024: ADEAS-Q has finished 60% design and has provided their scope for construction of improvements. Recommend approval of design and scope for construction.

STAFF RECOMMENDATION: Approve the scope for construction for the Pelican Landing Parkway/Old 41/US41 intersection improvements.

ATTACHMENTS:

1. Scope from ADEAS-Q
2. 60% Concept

REVIEWERS:

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

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICE

Spot Design Improvements – Construction Design (Phase II)

June 25, 2024

Task Summary: Following the approval of the preliminary designs on June 19, 2024, the City has requested the construction design and permitting of the following two spot intersection locations:

- Pelican Landing Parkway at Burnt Pine Drive
- Old 41 Curve at Quality Road

A graphic showing the study areas of the two spot intersections is enclosed. Since the previous task, this study area would now include the intersection of the US 41 & Old 41/Pelican Landing Parkway Intersection because signalization and lane geometry improvements are now also anticipated. The purpose of this task is to develop approved engineering and construction design plans for a contractor to implement.

The activities of data collection, structural engineering, geotechnical engineering, signalization, project documentation, extra survey, public involvement, and construction design are each provided. The descriptions below describe the responsibilities of the FIRM.

SCOPE OF SERVICES

The general objective is for the FIRM to prepare a set of documents including design plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with CITY policy, procedures and requirements. The FIRM shall follow a system engineering process to ensure that required project components are included in the development of the contract documents so the project can be built as designed and to specifications.

The primary deliverable of this task is to develop engineering and construction design plans. Complete 100 percent contract documents and design are anticipated to be completed within these services.

The Scope of Services establishes which items of work in the Florida Department of Transportation (FDOT) Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicates which items of work will be the responsibility of the FIRM and/or the CITY.

Expanded Survey

The project length for the engineering survey was previously defined as the intersections and influence areas of Pelican Landing Parkway at Burnt Pine Drive and Old 41 Curve at Quality Road right-of-way to right-of-way. Additional survey is now assumed at the intersection of US 41 & Old 41/Pelican Landing Parkway Intersection since lane geometry and signalization improvements are now also anticipated.

The topographic survey area includes full topo from right-of-way, to right-of-way, and 20' beyond within the boundary delineated in red polygons on the attached exhibit map below. Effort includes:

1. Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes.
2. Topographic survey of the area of interest with 1.0' contour intervals.
3. Locate elevations of top/bottom of curb, sidewalks, stormwater inlets, ADA ramps, building corners, manholes, utilities, ground elevations at a 25 ft interval, road edges, aprons, waterways, natural features, trees, parking islands, concrete pavement edges, light poles, and any other ancillary features relevant.
4. Existing right-of-way monuments, and other evidence will be recovered, and surveyed to establish the existing right-of-way. No right-of-way acquisition is anticipated for this project. Network control, alignment, right of way and topo/DTM survey drawings will be provided.
5. The boundary lines shown will contain a disclaimer that this will not constitute a land survey.
6. Location of utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative.

Roadway Design and Permitting

The FIRM shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The FIRM shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design

speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, access management, and scope of work.

If available, the CITY shall furnish available "As-Built" plans within the study area, as well as any available Variation/Exception Report. The FIRM shall prepare the documentation necessary to gain CITY approval of all appropriate Design Variations and/or Design Exceptions before the plan submittal.

The roadway designs shall be prepared in a Plan format. Profile sheets shall be provided, if necessary, to show the vertical controls that are needed for the construction of these projects. The plan (and profile) sheets shall be plotted at a horizontal scale of 1" = 40'.

Project Sheets Anticipated:

- 1) Key Sheet
- 2) Summary of Pay Items Including Quantity Input
- 3) Typical-Sections and Details (where necessary)
- 4) General Notes/Pay Item Notes
- 5) Project Layout
- 6) Roadway Plan
- 7) Intersection Layout Details
- 8) Special Details
- 9) Topographic Survey
- 10) Signing and Pavement Markings
- 11) Signalization Improvements
- 12) Structural Engineering Components
- 13) Maintenance of Traffic (MOT)

The FIRM shall coordinate and document required Drainage efforts in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Modifications to the existing drainage and stormwater management system are not assumed, since the amount of impervious area is being reduced and modifications to the existing drainage/inlet system are not anticipated.

Expected permits - Since signalization and lane geometry improvements are anticipated at the US 41 signalized intersection, a Florida DOT right-of-way use permit is anticipated. The following activities are assumed within this task towards the FDOT permit:

- Traffic Analysis (SYNCHRO)
- Florida DOT meetings and coordination
- Lee County DOT coordination
- Signalization changes:
 - o Mast Arm and Signal Pole assembly modifications
 - o Signal Heads and Detector modifications
 - o Signal Timing and Phasing modifications
 - o Overhead Street Name Sign Worksheet
 - o New Sidewalk Construction Details
- Utility coordination
- Geotechnical Investigation Data Sheet
- Structural Analysis – Pole and mast arm schedule

The signalization plan will specify necessary changes to the controller and controller peripherals, phasing and initial timings, cabinet location, electrical service, detector amplifiers, loops and lead-ins, conduit, cabling, pull boxes, vehicular signal displays, and pedestrian displays and detector stations, if appropriate. Signal design will also provide for signal interconnection plans.

Structural Components - Typical design specifications for the structures in accordance with applicable standards will be provided if needed. A review will also be undertaken to determine the feasibility of utilizing the existing signal mast-arm and pole assemblies for the design improvements. This task does not assume submitting a wind load design variance application through the FDOT.

Utility Coordination – The Consultant shall coordinate design work with the public and private utility agencies owners (UAOs) having existing and/or planned facilities within the limits of the project and assist with resolving utilities conflicts. City staff will assist by providing available UAO templates, contact information, agreement examples, etc. as may be available to help expedite this task. This task includes identifying utilities in the corridor, conferring with Right-of-Way Management for Permits, Sunshine State One Call (design ticket) and other existing as-built design plans that the City or FDOT may provide. The Consultant shall transmit complete sets of the 90% plans to each UAO having facilities located within the signalized intersection. The Consultant will also transmit complete sets of 100% plans to each UAO having facilities located within the project limits. The Consultant will meet as necessary to coordinate relocation activities.

Subsurface Utility Exploration (SUE) and Landscaping/Tree Disposition efforts are not anticipated for this task. Those efforts are assumed to be completed by the City, if necessary.

Soil Borings – If new mast arms and poles are necessary to provide proper design for the traffic signals, subsurface soil borings will be evaluated. The analyzed information will be prepared in a geotechnical report.

Maintenance of Traffic Plan - The Consultant shall develop plans for the maintenance of traffic during the construction on the various streets and assure access to properties adjoining the construction areas. A Level Two complexity in accordance with FOOT guidelines is assumed. This effort will be coordinated with the City and/or other appropriate sources such that construction phasing minimizes impacts to traffic operations. Coordination with FDOT may also be provided.

Project activities are not anticipated to involve jurisdictional wetlands or other surface waters; however, a South Florida Water Management District (SFWMD) permit modification to an existing permit or permit exemption request may be identified during design. This project is assumed to have a “no impact” or “di minimis” impact toward SFWMD permitting.

Project Documentation

Two primary submittals are anticipated within this task:

- 90 percent design submittal package
- 100 percent design submittal package

The Geotechnical Data Report and the Structural Engineering Data Report are also assumed. Since this task begins with an approved 60 percent design layout with estimated quantities, the first anticipated submittal will be for 90 percent.

This effort includes responding to City and outside public agency review comments. Upon review these comments, and comments provided by City staff, the FIRM will coordinate their responses prior to resubmitting. A fixed number of hours are assumed for responding to review comments. If outside agency review comments require substantial rework to the project and additional efforts that deviate from the approved 60 percent design, the Consultant will coordinate the most appropriate course of action with the City prior to commencing these allocated hours.

Upon receiving review comments provided by the City, the Consultant will make necessary edits to the draft report and submit the report in final form.

Cost Estimates: The FIRM shall be responsible for producing an Engineer's Estimate using the FDOT format, to be updated and accompany each phase submittal, when scope changes occur, or at production milestones of the project. The FDOT's District One Area cost system resources shall be used to produce an estimate, together with other preferred cost reference material provided to the FIRM from the City. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required.

Post design engineering services may be negotiated at a later time, upon completion of the bid documents.

Project Meetings and Coordination

These efforts will be coordinated predominantly directed in coordination with City staff. The Project Team will meet with and coordinate proposed modifications with the City's Public Works (PW) Departments.

Coordination meetings with outside public review agencies (FDOT, Lee DOT, SFWMD) and utility providers are assumed within this task. A total of seven project related meetings for these efforts are assumed.

Monthly coordination and meetings with the City Project Manager are also provided. Project administration is assumed within this effort also.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT

Project Cost Estimate: Total: \$124,500

Task Phases	Estimated Cost
Expanded Survey	\$11,500
Roadway Design and Permitting	\$72,000
Project Documentation	\$24,000
Project Meetings and Coordination	\$9,500
Expenses	\$7,500
Total	\$124,500

EXHIBIT C
TIME AND SCHEDULE OF PERFORMANCE

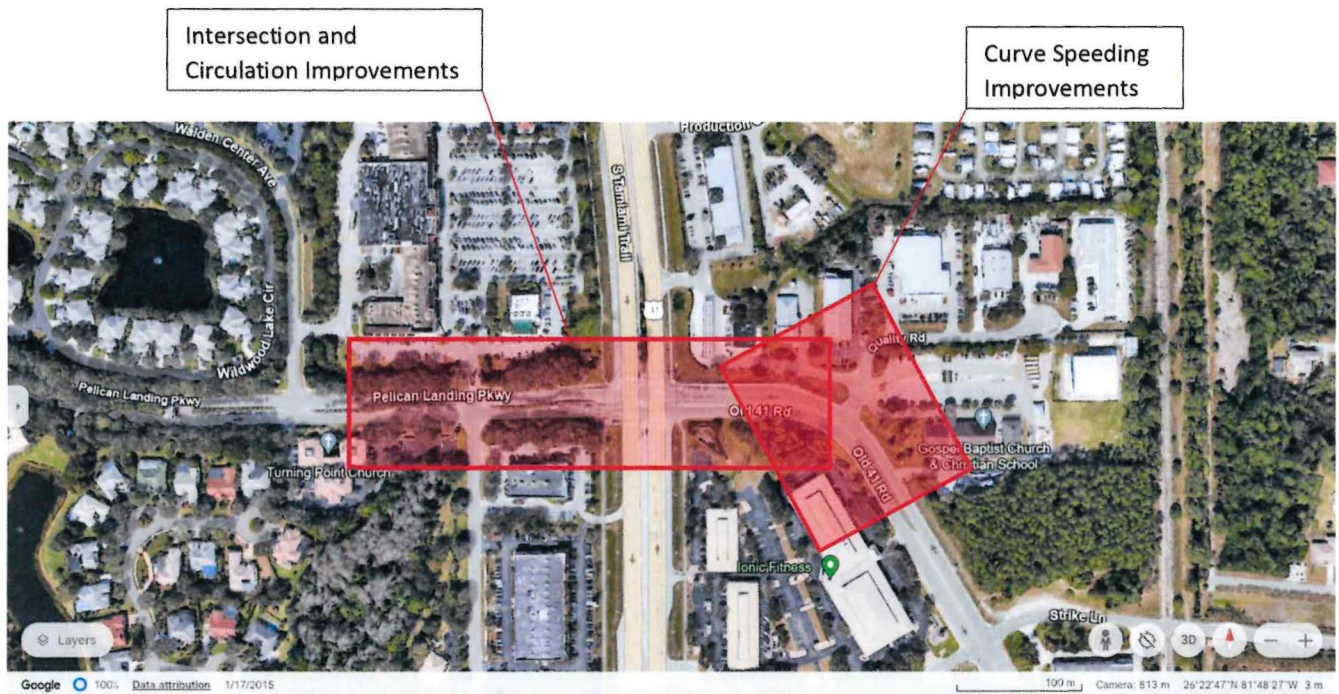
Anticipated Schedule: 16 - 24 Weeks.

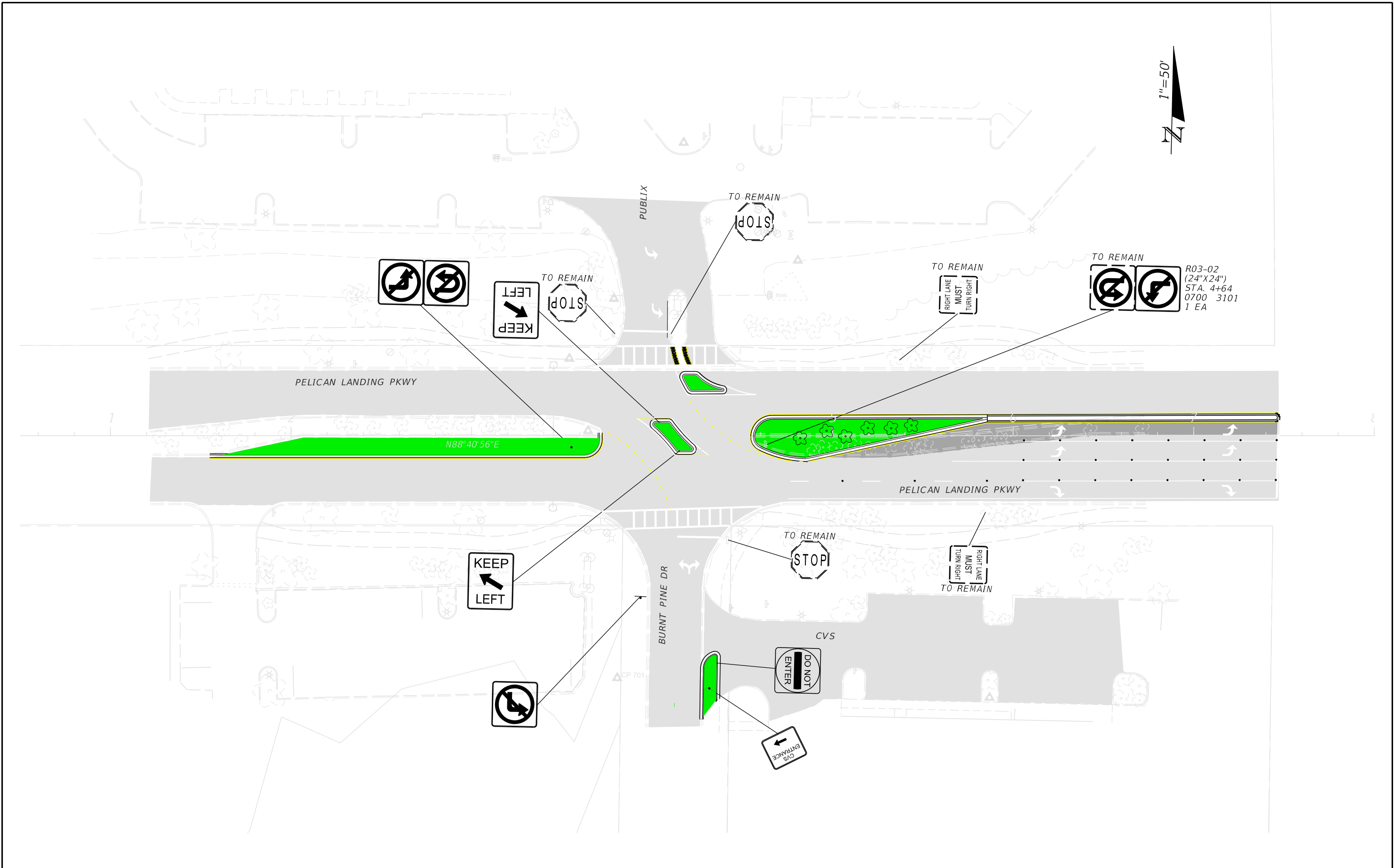
Deliverables are anticipated to be available by Spring 2025,
depending upon outside agency reviews.

EXHIBIT D
CONSULTANT'S ASSOCIATED SUBCONSULTANTS

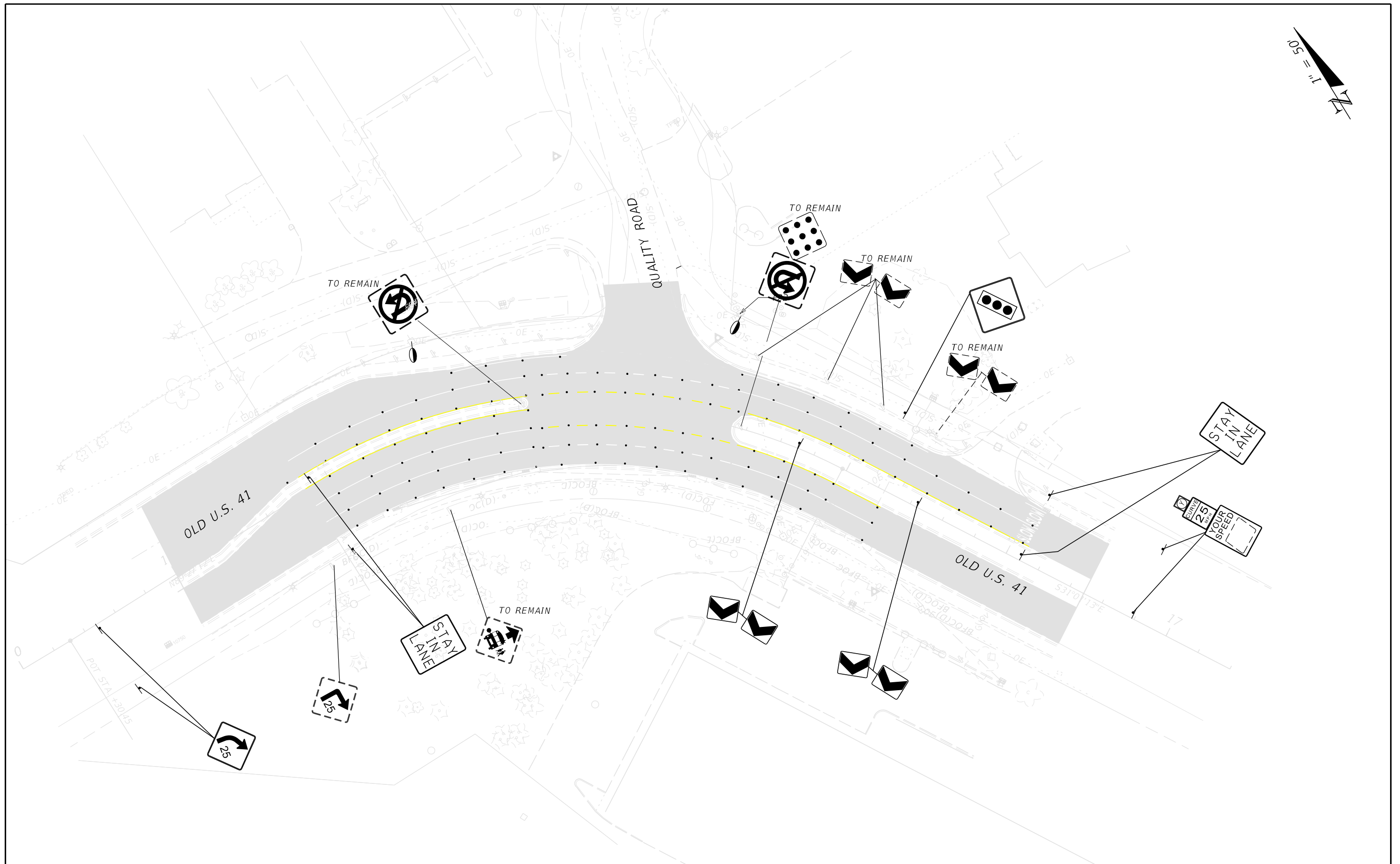
<u>Task/Activity</u>	<u>Anticipated Firm</u>
Professional Topographic Survey	Ayres Associates, Inc.
Geotechnical Data	Velocity Engineering, Inc.
Structural Engineering Data	Arcos Bridge, Inc.

Study Area(s)





REVISIONS				ENGINEER OF RECORD	CITY OF BONITA SPRINGS	PELICAN LANDING PKWY CONCEPT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JASON COLLINS, PH.D., P.E., AICP LICENSE NUMBER: 60044 ADEAS-O 201 E. KENNEDY BLVD, STE. 950 TAMPA, FL 33602			A001



REVISIONS				ENGINEER OF RECORD		CITY OF BONITA SPRINGS	OLD 41 ROAD CONCEPT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JASON COLLINS, PH.D., P.E., AICP LICENSE NUMBER: 60044 ADEAS-O 201 E. KENNEDY BLVD, STE. 950 TAMPA, FL 33602	A002			

REQUESTED MOTION: Approve contract amendment #4 between the City and the FloridaCommerce for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Quinn/Downs/Dean West of Imperial Parkway Voluntary Home Buyout Program (VHBP) – Contract Agreement #I0086

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: 1) Stormwater Management, 3) Strengthen/Enhance City Finances, 4) Environmental Protection, 7) Government Transparency

BACKGROUND: The City received U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) funding for the Quinn/Downs/Dean West of Imperial Parkway Voluntary Home Buyout Program from Hurricane Irma. City Council approved the \$5 million agreement on May 14, 2020 with a fully executed agreement received from FloridaCommerce (formerly Florida Department of Economic Opportunity-FDEO) on April 6, 2020.

Amendment #1 clarified certain contract language and was approved by City Council on February 3, 2021 and by FloridaCommerce on February 24, 2021.

Amendment #2 extended the grant end date by 36 months to April 6, 2023 and reflected a new FloridaCommerce contact person on December 15, 2021 and by FDEO on January 12, 2022.

Amendment #3 – extended the grant end date from April 6, 2023 to April 5, 2024 and was approved by City Council on June 23, 2023 and by FloridaCommerce on June 29, 2023.

Amendment #4 – extends the grant end date from April 6, 2024 to April 5, 2025 for the buyout program.

STAFF RECOMMENDATION: Approve contract amendment #4 with FloridaCommerce.

ATTACHMENTS:

1. FloridaCommerce VHBP Amendment #4
-

REVIEWERS:

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

**AMENDMENT FOUR
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF COMMERCE
AND
CITY OF BONITA SPRINGS**

On **April 7, 2020**, the State of Florida, Department of Commerce, formerly known as the Florida Department of Economic Opportunity, and the **City of Bonita Springs, Florida**. ("Subrecipient"), entered into Agreement **I0086** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section (4), Modification of Agreement, provides that any amendment to the Agreement shall be in writing executed by the Parties thereto.

WHEREAS, the agreement was previously amended on **February 24, 2021, January 12, 2022, and June 29, 2023**.

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce" as appropriate.

2. **Section (3) Period of Agreement** is hereby deleted in its entirety and replaced with the following:

This Agreement begins April 7, 2020, and ends April 6, 2025, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of the Agreement unless the Subrecipient provides justification satisfactory to Commerce in its sole discretion, and the Director of Commerce's Office of Long-Term Resiliency approves such extension.

3. This Agreement is hereby reinstated as though it had not expired.

4. All other terms and conditions remain in effect.

Remainder of Page Intentionally Left Blank

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement **I0086** as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF BONITA SPRINGS	DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
RICK STEINMEYER	J. ALEX KELLY
MAYOR	SECRETARY
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE**

By:

Approved Date:

REQUESTED MOTION: Approve a Resolution to engage two (2) firms for the City's Miscellaneous Land Acquisition Services (RFQ 24-03) and authorize staff to enter into negotiations with Florida Acquisition & Appraisal, Inc. as the primary vendor and The Urban Group, Inc. as the secondary vendor.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

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

BACKGROUND: On June 6, 2024, the City received two (2) sealed Letters of Interest for Miscellaneous Land Acquisition Services RFQ 24-03.

On June 28, 2024, the Selection Committee met to evaluate the submittals. After review, the committee ranked the two (2) firms in the following order:

1. Florida Acquisition & Appraisal, Inc. (Primary Vendor)
2. The Urban Group, Inc. (Secondary Vendor)

STAFF RECOMMENDATION: Staff recommends award of Miscellaneous Land Acquisition Services to Florida Acquisition & Appraisal, Inc. as the primary vendor and The Urban Group, Inc. as the secondary vendor.

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 - ____

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RANKING OF THE TWO FIRMS FOR THE CITY'S MISCELLANEOUS LAND ACQUISITION SERVICES RFQ 24-03 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE NUMBER ONE RANKED FIRM FLORIDA ACQUISITION & APPRAISAL, INC. AS THE PRIMARY VENDOR AND THE URBAN GROUP, INC. AS THE SECONDARY VENDOR.

WHEREAS, the City advertised for Miscellaneous Land Acquisition Services and received two (2) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and ranked the firms in the following order:

1. Florida Acquisition & Appraisal, Inc.
2. The Urban Group, Inc.

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 rank the two (2) firms as enumerated above and engage Florida Acquisition & Appraisal, Inc. as the primary vendor and The Urban Group, Inc. as the secondary vendor for the City's Miscellaneous Land Acquisition Services RFQ 24-03.

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 17th day of July, 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 a Resolution awarding Holiday Street Pole Lighting (RFP 24-06) to Miami Christmas Lights USA, to light 111 light poles along Old 41 and add holiday enhancements to medians in downtown Bonita Springs for the City's 25th anniversary holiday season, in the amount of \$126,613.21.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND: The City of Bonita Springs is continuing to celebrate the city's 25th anniversary in 2024. During the celebration, the city is publishing short videos highlighting Bonita Springs' history, hosting contests, and encouraging citizens to join the enhanced celebrations throughout the year.

The city will also enhance the seasonal décor to celebrate the city's 25th anniversary. A new enhanced feature includes lighting the street poles lining Old 41 and adding holiday décor enhancements in the medians. Staff advertised a request for proposals for this project and Miami Christmas Lights responded with a sufficient proposal. In order to provide adequate installation time, the enhanced decorations will be installed on the light poles and medians this fall in the downtown area. The work will begin in September and the decor will be on display in November. As the work will begin in this fiscal year, funding for this project is available in FY2023/2024 budget within the general fund operating contingency budget.

STAFF RECOMMENDATION: Approve a Resolution awarding Holiday Street Pole Lighting (RFP 24-06) to Miami Christmas Lights USA, to light 111 light poles along Old 41 and add holiday enhancements to medians in downtown Bonita Springs for the City's 25th anniversary holiday season, in the amount of \$126,613.21.

ATTACHMENTS:

1. Resolution
2. Proposed contract
3. Proposal

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO SOUTH FLORIDA LIGHTING TEAM DBA MIAMI CHRISTMAS LIGHTS FOR THE CITY'S HOLIDAY STREET POLE LIGHTING AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE AWARDED FIRM.

WHEREAS, the City advertised for Holiday Street Pole Lighting and received one (1) qualified and experienced submittal; and

WHEREAS, the Selection Committee met and ranked as follows:

1. South Florida Lighting Team dba Miami Christmas Lights

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

Section 1. Staff is hereby authorized to enter into an agreement with South Florida Lighting Team dba Miami Christmas Lights for the City's Holiday Street Pole Lighting RFP 24-06. A summary of the responding firm, is attached hereto as Exhibit "A."

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 17 day of July, 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: _____

EXHIBIT A

<u>Bidder</u>	<u>Total Lump Sum Amount</u>
South Florida Lighting Team dba Miami Christmas Lights	Lighting: \$91,559.52 Embellishments: \$35,053.69

City of Bonita Springs

2024 HOLIDAY STREET POLE LIGHTING CONTRACT AGREEMENT

THIS AGREEMENT is made as of the _____ of July 2024, between the **CITY OF BONITA SPRINGS**, a municipal corporation of the State of Florida, hereinafter referred to as “**CITY**,” and South Florida Lighting Team LLC dba Miami Christmas Lights, hereinafter referred to as “**CONTRACTOR**,” to supply and install decorations and lighting on street poles on either side of Old 41, Bonita Springs, FL 34135.

The City and Contractor agree as set forth below:

1. **Scope of Services.** The Contractor will provide all material and labor necessary to perform all work described in Attachment A, which is attached hereto and incorporated by reference as if fully set forth.
2. **Changes in Scope of Services.** The City, without invalidating the Contract, may order changes in the Services consisting of additions, deletions or modifications, the Contract Sum being adjusted accordingly. Such changes in the work shall be authorized by written Change Order signed by the City and the Contractor.
3. **Term of Contract**
It is anticipated a contract will be awarded for a one-year term to begin upon approval and execution by the City.
4. **Fund Availability**
Any contract resulting from this Solicitation is deemed effective only to the extent that funds are available. The City abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.
5. **Time of Performance.** The Contractor shall commence performance of the Contract to begin no later than September 1, 2024, have the lights up no later than September 28, 2024, and shall complete the full performance of the contract no later than 3:00 p.m., November 15, 2024. For each and every calendar day of delay after the established day of Completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay will be the sum of Two Hundred Dollars and no cents (\$200.00), per calendar day, as liquidated damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.
6. **Contract Sum.** The total amount of this contract is the sum of \$126,613.21.
7. **Method of Payment.** Payment by the City for the Services will only be made after the Services have been performed and a voucher or invoice is submitted in the form specified by the City. Payment will be made thirty (30) days after receipt of such voucher or invoice. In the event that the City is late in payment, a one percent (1%) per month service charge will be added to the unpaid balance. Vendor must invoice for any interest accrued in order to receive any interest payment. The City shall have the right to withhold payment to the

Contractor for any work not completed in a satisfactory manner until such time as the Contractor modifies such work so that the same is satisfactory.

8. **Warranty.** The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom, from the date of installation until removal of the lighting. All lights and wiring must be removed before January 10, 2025.
9. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of this Contract without express written consent of the City of Bonita Springs.
10. **Record Keeping and Reporting.** The Contractor shall maintain accounts and records which properly reflect all direct and indirect costs expended and services provided in the performance of this Agreement. The Contractor agrees to provide access to any records required by the City.
11. **Hold Harmless.** To the fullest extent permitted by Florida law, the Contractor/Vendor/Consultant shall be liable and agrees to be liable for and shall defend, indemnify and hold harmless the City, 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.
12. **Insurance.** The Contractor shall secure and maintain in force throughout the duration of this Contract commercial general liability insurance. A Certificate of Insurance evidencing the Contractor's insurance coverage shall be delivered to the City before executing the Work of this Agreement. City of Bonita Springs insurance requirements are listed in Attachment B.
13. **Compliance with Laws.** The Contractor and all of the Contractor's employees shall perform the services in accordance with all applicable federal, state, county and city laws, codes and ordinances.

This Agreement is entered into as of the day and year written above.

ATTEST:

CITY OF BONITA SPRINGS:

By: _____
Mike Sheffield, City Clerk

By: _____
Rick Steinmeyer, Mayor

CONTRACTOR:

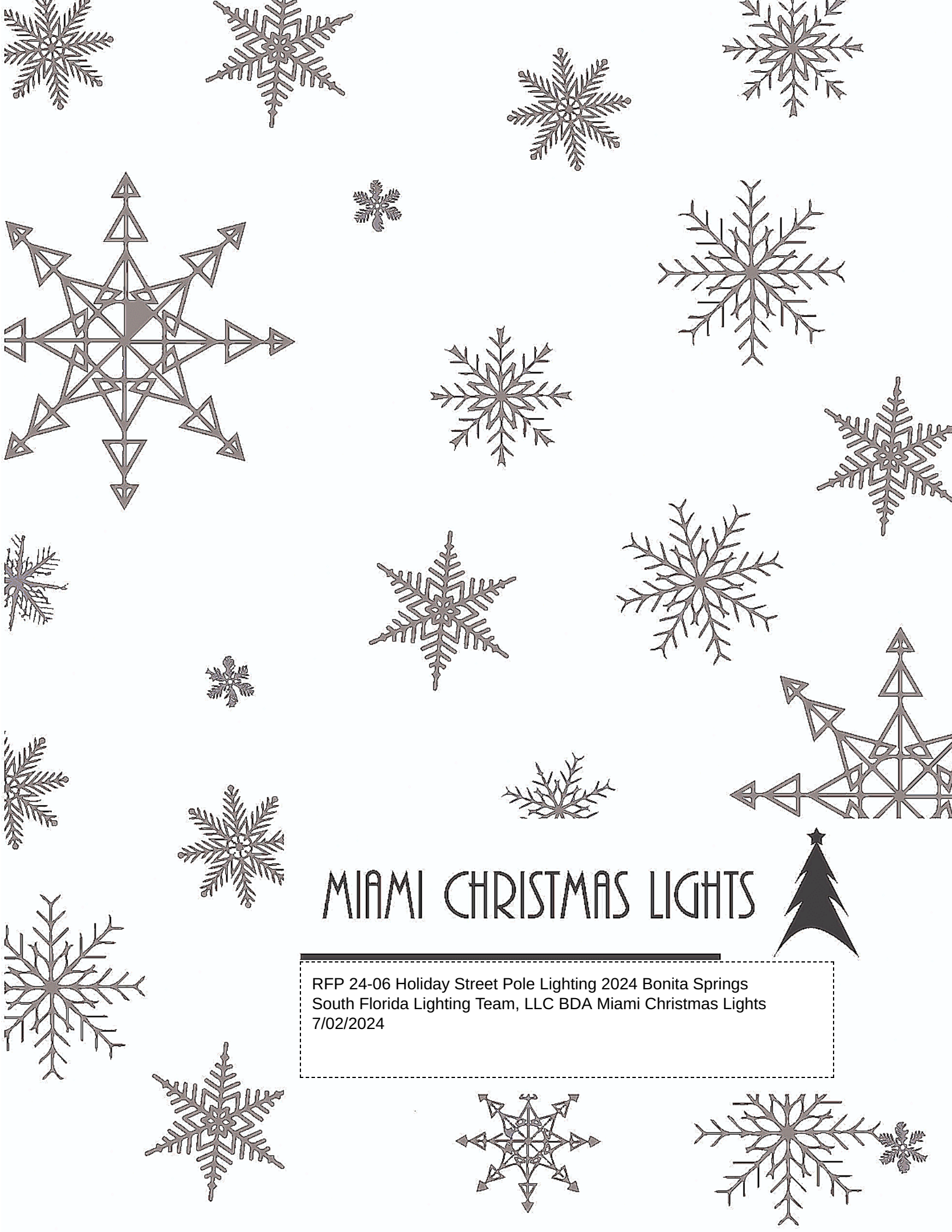
APPROVED AS TO FORM:

By: _____
Signature

By: _____
City Attorney's Office

By: _____
Printed Name and Title

Business Name: Miami Christmas Lights
Business Mailing Address: 14374 Commerce Way
City/State/Zip: Miami Lakes, FL 33016
Telephone Number: 305-908-8000



MIAMI CHRISTMAS LIGHTS

RFP 24-06 Holiday Street Pole Lighting 2024 Bonita Springs
South Florida Lighting Team, LLC BDA Miami Christmas Lights
7/02/2024

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Firms Qualifications

Company Overview

South Florida Lighting Team, LLC DBA Miami Christmas Lights (MCL) was founded in 2008 to provide dependable, comprehensive, turn-key holiday projects to municipalities and commercial clients throughout the state of Florida. With over 16 years of complete décor management service, coupled with our world-class design team has fueled MCL's growth over the past decade, catapulting MCL to Florida's premiere holiday vendor. Having serviced thousands of municipal and commercial properties around the state over the years, we are excited to begin our 17th season. We look forward to having the opportunity to serve the City of Bonita Springs.

Sir Kurtis Inc (SKI), a holding corporation, is the sole owner of South Florida Lighting Team, LLC. Kurt Stange is MCL's president and sole shareholder of SKI. MCL has over 22,000 square feet of space split between two studios, with our main location in Miami Lakes, Florida, but service clients throughout the state. We operate a fleet of company-owned vehicles and equipment,

including multiple trucks, lifts, bucket trucks, trailers and flatbeds ensuring complete control over necessary equipment. MCL's does not subcontract any installation activities as we believe MCL's success is in part due to our well-trained installation team.

Our Operations department comprises an operation manager, account manager, field manager, electricians, heavy equipment technicians, and installation technicians. During our seasonal activities, MCL employs a robust, but efficient team of 45 - 65 team members in addition to our permanent staff. This proven organizational structure ensures each client has a tremendous amount of attention, while allowing MCL to operate several teams throughout the state at the same time.

Over the years, MCL is proud to have prominent municipal and commercial clients such as city of Miami Beach, Orlando International Airport, 600 Brickell World Center, City of Fort Lauderdale, Hard Rock Hotel and Casino, Disney, Town of Surfside, Village of Bal Harbour, shops of Bal Harbour, City of Sunny Isles, and Miami International Airport. Each project referenced required design, fabrication, installation, maintenance, and removal. Many projects, like 600 Brickell World Center, which includes a 40 foot, 6000 lb wreath that hangs 100 feet from the ground, were so complex, that the only viable vendor was MCL. For each

PORTFOLIO



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project, MCL was successful at providing an on-time reliable, holiday display that generated an abundance of attention

through various social and traditional media platforms.

Since MCL's inception, our continued investment in technology, product development and global sourcing has driven MCL to not only be the premier service provider throughout Florida, but also develop two exclusive patented holiday products, and pending a third. Our Laborless Lighting system boasts the highest reliability for any tree lighting system and our Easy Treezy line of products ensure perfectly decorated and installed holiday decor. SolLume, MCL's newest creation harnesses the power of the sun through commercial grade solar panels, coupled with proprietary LEDs to enable clients to have illuminated decor where electricity simple isn't available. This industry first product is revolutionizing how clients envision decor!

MCL has also developed proprietary management software that projects installation time, supplies, and materials as well as allows our management team to track real-time installation and maintenance progress. Included in our software suite is our client portal offering simple, convenient, transparent on demand communication. MCL's continued investment into technology is a key component making MCL the most reliable holiday vendor for ensuring on time project completion.

Proper planning and MCL's proactive culture are essential for MCL to complete projects on time. As soon as one season is completed, MCL is already planning and strategizing with our clients for the upcoming season. We regularly meet with our contracted customers in January and February each year for feedback on what worked well, where MCL can improve as well as present improvements and expansions to the current display. MCL takes a leadership role in our customers holiday decor, as each project represents our company's pride and reputation. Our team has one mission in mind each year, providing world-class, reliable holiday displays delivered on time.

MCL is conscientious of our current workload and cautious to never over stress our company resources, diminishing our service. Our current contracted workload represents 67% of our maximum capacity based on the current equipment and staffing. Adding the city of Bonita Springs's project workload to our current book of business will increase our workload approximately 8%. This will bring our 2024 workload up to 85% ensuring MCL has the resources to successfully execute the project. MCL operates on a first come first serve basis. When our maximum workload capacity reaches 95%, MCL no longer takes on new accounts, with our sole focus on executing the accounts contracted and keeping our promised service.

MCL's primary service consists of design, fabrication, installation, maintenance, removal and storage of large, complex holiday lighting and decor programs. Over the years, MCL has perfected this process propelling our company to be the premier vendor throughout Florida. Our proven track record of providing full service lighting and decor displays is evident in our notable projects throughout Florida and verifies that MCL is the most qualified vendor to provide the services requested by city of Bonita Springs for their holiday lighting project.

A key component to MCL's success is our "intelligent design" culture which embeds solutions to environmental challenges in the core of our designs. For example, if decor is to be placed in a high traffic area, MCL designs the decor to turn a potential issue into a strength by elevating or suspending the items instead of placing it on the ground. MCL's patented Laborless Lights was a product of "intelligent design" as we consistently faced GFCI trips from standard LED holiday lights, not suited for the wet, salty Florida environment. MCL identified opportunities to improve deficiencies in the standard products offered to the



general market and created our own patented line of lights designed for the Florida environment.

MCL's white-gloved service begins with a discovery session to identify the needs of our clients. Then our design team creates renderings and 3D videos of custom decor options for presentation. Once the design is finalized, our global sourcing team jumps into action to find the best fabricators to complete the project within the time allotted and to the quality MCL demands. MCL has a local production facility at its Miami Gardens location for custom or short lead-time items, ensuring projects are completed on time.

Parallel to the fabrication of the decor, MCL's field team begins the site inspections ensuring all electrical necessary for the project is available and in good working condition. The field team creates a meticulous installation plan to ensure the installation of the project is smooth and precise. After the installation is complete, MCL's maintenance team takes over and visits our properties nightly, utilizing MCL's proprietary software to communicate the display's condition and any repairs that were made. A client portal is provided to give access into all MCL service reports in real time to keep our customers informed on their display.

After the season is over, MCL will remove the lighting and decor in the same precise, efficient fashion that it was installed. Decor and lighting are logged into our inventory management software using QR codes and inspected for repair or replacement to ensure like-new condition. Once the inspection and required refurbishment process is completed, the decor is stored until the following season.

MCL's believes our previous experience, knowledge of Bonita Springs and primary service match the exact needs outlined in the RFP for Bonita Springs. We feel strongly that we are the most qualified vendor to support the city of Bonita Springs in their holiday display and know we will provide the best holiday display service. Our previous experience successfully working with the city and intimate knowledge of the area as our President Kurt Stange has lived in the city since 2005, makes MCL the most knowledgeable company. MCL understands the unique needs of Bonita Springs and has proven in the past to handle such projects.

Certifications and Licenses

Florida Department of Transportation Maintenance of Traffic (MOT) Course certificate

Kurt Stange holds a MOT license for MCL and all employees that deal with road closures, or traffic patterns have been trained in the MOT procedures.



Similar Experience and References.

The MCL team is no stranger to large holiday display and lighting projects that require design, fabrication, installation, maintenance, removal, storage, and refurbishment and provide these services to many municipalities, event venues, resorts, casino and hotel facilities. As the vendor for many municipality holiday décor programs, MCL is uniquely qualified to help create and execute the city's holiday vision. Based MCL's professional staff, systematic processes, product inventory, and previous experience, MCL is completely capable of completing the scope of work outlined in the RFP this and each year in the future.

Below are a few current and past projects MCL has designed, fabricated, installed, maintained, removed and refurbished over the years with accompanying images. These are not all of the projects MCL has completed in the pas 5 years, but represent capabilities of our firm. In the event the city would like more examples of MCL abilities, please do not hesitate to reach out to Kurt Stange at kurt@miamichristmaslights.com.

City of Fort Lauderdale

Project Description and Scope:

The city of Fort Lauderdale is a growing municipality and was looking to increase their tourism footprint with a profound statement and increased holiday presence. Their goal was to attract tourists and locals alike to the beach, boosting the local

economy and creating a worldwide attraction. The scope of work required the responding vendors to create an iconic, photogenic centralized display at the Las Olas Hub as well as 3 miles of decor for over 150 street lights along A1A. MCL's design team knocked it out of the park by creating Olas, the Fort Lauderdale sand-snowman and beach themed starfish and seashell pole decor. MCL painted the vision that each year Olas would be slightly updated to be preforming a new, beach centric activity to create an annual tradition for the community while keeping the display new and fresh.



Due to the short time between award and installation of the project, MCL had already begun proactively executing the project. The design of Olas and the pole decor were approved by a structural engineer and MCL was sourcing all materials, preparing the orders and blocking production space with our partner fabrication facilities. Once the project was formally awarded, MCL sprang into action to ensure fabrication was completed prior to the installation date and city's ceremony. Without this proactive approach and well planned, staffed installation, MCL would not have been able to meet the incredibility tight deadline.

"(MCL is) Very creative and professional"

- Dan B

BID Manager, Fort Lauderdale Beach

City of Sunny Isle Beach

Project Description and Scope:

The City of Sunny Isles Beach wanted to drive visitors to their community's white sand beaches and sizzling nights by creating an iconic holiday program so they reached out to MCL for help. MCL, with its reputation for iconic holiday decor throughout South Florida was excited for the challenge! Working closely with the city's team to understand their exact goals, MCL created a scope of work for an iconic display for Samson Park, as well as over 100 palm trees to be illuminated throughout the city.

MCL created several beach inspired designs, but settled on a 20'x20'x16' holiday sandcastle, decked out for the holidays with a sand Frosty snowman, sand Christmas tree, wreaths and holiday lights. The iconic display, accompanying accents and future vision blew away the city's expectations and the project was quickly approved by the commission. MCL's team, with construction plans created during the design phase, quickly began the fabrication of the display, cutting the normal production time from twelve weeks to seven weeks. The installation was a complete success with photos appearing all over social media and the display creating a holiday tradition for the city.

Over the years, MCL has helped the city of Sunny Isles Beach achieve its holiday vision by adding new items to the display. In 2020, 100 custom, LED illuminated pole decor banners were added to the project, increasing its footprint throughout the entire city.



"Kurt (MCL) is very responsive to any questions or concern. The project is always completed on time and within budget."

- Sylvia F.

Assistant Director, Sunny Isle Beach

Town of Surfside

Project Description and Scope:

MCL had provided the town of Surfside with holiday lighting and decor since 2015 through piggyback contracts MCL had been awarded. The town wanted to continue to increase their project scope beyond what piggybacking allowed and issued an RFP to challenge local vendors to create an enchanted holiday environment for their main area of commerce along Hardings

Avenue. MCL's design team was excited about the opportunity and began researching the community to create a unique design tied to the history of the town. Equally important to the design was the commitment to installation and execution of the project. The town put as much emphasis on execution as it did design vision. The town board knew their electrical system was fussy and the electrical strategy and installation had to be perfect or the project would be consumed with constant maintenance issues.



MCL presented our design vision including over 130 wrapped trees, custom designed and fabricated crystal spheres and Art Decor monument displays. MCL also created an in depth electrical, installation, and maintenance plan to show the town how we would execute the project, should it be award. The town unanimously voted to award the RFP to MCL, beating out several other vendors. The key to MCL successful bid for this project, as all vendors presented similar budgeted projects, was MCLs extensive knowledge of the town's electrical system and detailed installation and maintenance plan. Our knowledge of the property was gained over the five years of successful installations,

allowing the MCL team to have the electrical design, installation, maintenance plan, and required assets to complete the project on time and within budget.

"A very well run company; service was satisfactory, on time, and on budget."

- Joseph K.

Director of Public Works, Town of Surfside

Project Description and Scope:

Miami Beach is an iconic destination that attracts millions of tourists from around the globe, especially during the holidays when events like Art Basel, college football bowl games and new years eve grace the city. The city's commission knows the importance of a beautiful atmosphere required to keep guests coming back. They also understand the challenging environment created when over 14 million tourists visit a city that has a population of just under 90,000.

Due to the unique environment as well as the expansive holiday program that covers over 7 miles of decor, the City of Miami Beach issued an RFQ to source vendors with the financial stability, design talent, production capabilities, and operational know how to successfully complete their project. Out of the 6 vendors that responded to the RFQ, only MCL was deemed qualified and awarded the project.

Once awarded, MCL immediately sprang into action developing site plans for over 20 locations, which included lighting over 350 trees and installing over 140 pieces of decor. The project covered every main entrance of the city, as well as the southern tip at South Point Park to the northern entrance on 87th St. Our team inspected the electrical infrastructure, identifying deficiencies, and developing solutions to correct them, increasing the illuminated hours of the display and reducing maintenance. After inspections were complete and installation plans created, MCL entered the project into our project management software which automatically creates weekly progress reports, flags delays or challenges experienced by the install team and communicates updates to city staff.

MCL was also able to meet last minute requests for additional decor based on our quick turn production process and ample inventory. Areas that had been left out of the initial plan were able to receive beautiful decor creating an inclusive, festive environment throughout the city.

The City found this proactive approach to be unlike anything they have experienced with other vendors and allowed MCL to complete the project a head of schedule. MCL also reduced maintenance on the project by 58% year over year, creating a positive reaction from the community as decor that was installed, actually worked! The city has expressed their complete satisfaction with MCL's vacation service, while noting the reduced cost to the city from reduced staff hours dedicated to the project.



Quality of Products and Options

MCL's 22,000 square foot studio space stocks a diverse inventory of high-quality products. The presentations below combine items from MCL's inventory with custom-made products to meet the City's display requirements. Stefania, MCL's lead production manager, plays a key role in the success of the fabrication process, bringing her sculptural background and engineering experience to create unique and high-quality decor.



MCL efficiently manages budget constraints and production deadlines through its extensive network of vetted fabrication partners. With its Miami Lakes production facility, MCL can handle specialized, one-off, or time-sensitive items. The company's multi-tiered production strategy ensures that Bonita Springs receives top-notch decor from the most suitable suppliers.

Using proprietary custom-fabricated LED light strings and electrical cables, MCL ensures a reliable display even in South Florida's wet and salty environment. The company's IP67 rated lighting and cables minimize GFCI trips, reducing maintenance requirements. MCL stocks thousands of sets of LED string lights and Laborless Lights patented harness, guaranteeing ample product availability for Bonita Springs. In addition, MCL's proprietary solar system, SolLume, utilizes a 24v system, but has a special chip in the LED to ensure bright, beautiful lights, even on solar. SolLume has a built in photocell function allowing it to automatically turn on and off when it is dark out, and charge during daylight hours.

With an impressive portfolio, including LED pole decor, a 40-foot wreath, a 20-foot EPS foam sand-snowman, a 15-foot garland guitar, and a 50-foot RGB-computer controlled Christmas tree, MCL's fabrication prowess speaks for itself. The company's projects stand out for their creative, custom look, and high-end manufacturing quality.

Methodology/Approach

MCL's relentless commitment to completing projects on time, coupled with our proactive company culture and detail oriented proprietary software has led MCL to be the the most reliable holiday vendor throughout Florida. MCL's approach to the City of Bonita Springs is to have the project scope approved no later than July 15th, 2024. This allows MCL to begin production on required decor early, ensuring it is complete prior to the planned installation date. By both parties committing to this timeline, MCL is confident no matter what challenges arise, we will successfully deliver the holiday project on time.

In addition to planning, MCL's methodology has proven it is important to account for asset, equipment, and personnel limitations so as not to overload operational capacity. MCL has addressed this concern through our proprietary software which calculates our workload against equipment, management, and seasonal resources to project capacity limitations. MCL has built an impeccable reputation for its commitment to quality and timely holiday services through its capacity awareness.

Lastly, MCL believes clear, transparent communication is imperative to any successful relationship. After each relevant discussion, MCL will provide a recap email specifying each parties responsibilities with agreed deadlines. MCL has found that these recap discussions with completion dates is key to completing projects on time. Our leadership team will be available to the city at their request not only during the season, but throughout the entire year. MCL's commitment to our proven process of advanced planning, capacity restrictions, and clear communication will guarantee a dependable, on time delivery of Bonita Springs's holiday display.

Planning and Scheduling

The first step to executing the City of Bonita Springs's holiday project is planning, development, and design. MCL's team will meet with city staff within 7 days of award notice to finalize the city's holiday decor project, discuss an installation schedule, identify areas of concern, discuss production and procurement timelines. Once all aspects of display are understood, MCL will create a project outlines with milestones and due dates in our project management software to share with city staff, keeping everyone on track and providing complete transparency.

After the project scope is finalized, MCL will inspect each installation area to understand operational limitations, electrical system, decor attachments, required equipment, equipment locations, as well as pedestrian and vehicular traffic patterns. Upon inspection completion, MCL will request a site visit with city staff to review deficiencies and potential challenges. Through this inspection and review process, the city and MCL will ensure aligned strategies for installation.

Once all details of the project areas are understood, MCL will prepare installation plans, which includes, personnel requirements, equipment, installation duration, site restrictions, electrical maps, and any items to correct. Our detailed installation plan allocates specific tasks to each technician, producing an efficient installation. Site challenges, such as high traffic areas, and the installation start time is adjusted to day or night to minimize the impact on the community.

Once all installation plans are finished, MCL's completes a "virtual installation" meeting with the Primary Project Manager, Warehouse Manager, Secondary Project Manager, and Maintenance Manger to examine the plans and identify potential challenges. After installation plans are approved, MCL schedules each shift around site requirements and equipment needs, reserving additional time to account for unforeseen challenges such as weather.

The last step in the planning phase is to present the schedule to the city for approval. MCL is flexible to meet the city's requirements on installation, however believe it is our responsibility as the experts in holiday decor to lead the city to a successful installation plan. Once the plan is approved by the city, MCL will then solidify the scheduled installation dates and move to the execution phase.

Fabrication and Furnish

Once the product is selected and approved by the city, MCL's production team will immediately begin the production process. MCL will select the best vendor from our vast network of local, regional, national and global fabrication facilities. MCL's multi-teared production strategy enables MCL to produce with the supplier providing the best lead time, quality, price, and overall value for Bonita Springs's decor.

MCL tracks all production with our proprietary software to ensure manufacturing partners hit our agreed timelines. We have MCL employees that visit our facilities regularly to ensure production accuracy and proper quality standards are achieved throughout the production process, eliminating surprises when products are ready to ship. All of MCL's illuminated decor is lit with our proprietary LED light strings and electrical cables. All lighting and cables are IP67 rated and designed for South Florida's wet, salty environment. Our custom lights and electrical products reduce GFCI trips ensuring a reliable display with minimal required maintenance.

Once production is completed, MCL completes a through quality inspection, prior to shipping to ensure all decor meets MCL's strict quality standards and all items were produced to the proper specifications. Once the quality inspection is completed satisfactory, MCL ships the goods in various methods completing the production process. Our projects stand out for having a creative, custom look and high-end manufacturing quality.

Delivery and installation of lighting, decorations, and displays

Installing a holiday display requires proper planning, trained employees, ample supervision, and detailed quality control. Through investment in people, technology, and proven processes, MCL has perfected its strategy to properly install both interior and exterior displays, ensuring a reliable holiday project.

MCL invests heavily in acquiring the best field managers and technicians. We search multiple channels as well as offer the highest pay in our industry to attract the most qualified applicants. All applicants must pass an extreme vetting process including multiple interviews and background checks. Once approved to join the team, MCL invests in comprehensive training with, classroom, facility, and field programs. Our intense training curriculum, managed by MCL's software, tracks employee progress to verify that field technicians have successfully passed each phase of



training before contributing to our installation teams, guaranteeing consistent results.

An imperative piece to MCL installation success is our investment and reliance on our proprietary software platform, refined over that past decade. MCL's system creates detailed installation documents that include all supplies, materials, lights, decor, and each team member's responsibility. The generated installation order ensures all items are allocated to the project and that management and field technicians are aligned with the project's process. The software is used in the field through tablets providing required information to the installation team as well as project progress to management. If questions arise during the install, the system allows both field and management teams to solve them together. This is a very powerful tool to ensure that MCL is able to accomplish the projects as planned.

At the beginning of each shift, MCL's Account Manager meets with team leaders to complete a virtual walk-through of the project, highlighting areas of caution and addressing questions. On site, employees are professionally dressed in company uniforms and all MCL vehicles are clearly marked with company logo. The safety of MCL employees, pedestrians, vehicles, and property are most important and caution is displayed when using ladders and equipment. Through MCL's intense focus on safety, MCL has been accident free for many seasons, a record we are very proud of.

Our strategy for the decor phase is to apply all required company resources to an individual section, completing it as quickly as possible, typically in hours. MCL has found this to be the best method for installing decor as the section is never left half done, producing visually unpleasant environments. As each section is completed, MCL's management team, including our electrician, test and inspect the display for final quality approval. Based on the items referenced in the RFP, MCL anticipates the decor phase lasting 2 days, with completion by November 15th.

After the entire project is completed, MCL will coordinate a client walk-through with the City of Bonita Springs to show the completed project illuminated. This walk-through will occur at least 5 days prior to project activation date allowing time to fix any deficiencies found by the City. Completing site inspection with city staff and MCL management will ensure the project is completed and approved prior to the activation date.

Project Management

MCL tracks project inception through removal using a cloud based management software system which facilitates communications, tracks progress, and focuses productivity to guarantee an on time delivery of milestones. Within five days of confirmation of the scope of work, MCL will create a project timeline for Bonita Springs, with tasks and milestones clearly identifying who must do what and by when. The software has automatic alerts to task owners and project managers when tasks are closed to falling behind. This system is another tool that has allowed MCL to have a superior track record for completing holiday displays on time.

As the project moves from design, planning, and fabrication to installation, MCL's field team uses app-based project management software to communicate in real time with MCL management. As items are installed, field managers mark the tasks complete while adding comments and pictures to the system to track team progress. Notes, pictures, and our team progress is reviewed daily by MCL's management and updates sent to Bonita Springs as often as desired.

Once the display is activated, MCL will begin inspection to ensure its constant pristine condition. After each service inspection, reports are reviewed by the Service Manager and available to the City in their customer portal. Service report show before and after pictures, notes from MCL's technician, as well as date/time stamps on when the site

was inspected. The city staff also can report outages through the portal and track the progression of the repair. This transparent communication tool allows all managers at MCL to be looped in on Bonita Springs's needs, as well as provide transparency to the city on MCL's activities.

Post-project removal and storage

As all good things come to an end, at the end of the holiday season, MCL will commence with decoration removal in three phases: disconnect, decor and lighting. To be extremely proactive, the removal of all lighting and decor is planned and scheduled at the same time as the installation.

During the first phase, Disconnect, MCL sweeps through city in one day, disconnecting all lights and decor so the entire project is dark. Even though not everything is removed, the community understands the project is over and removal will occur. In the second phase, Decor, MCL works to quickly remove all visible decor items from the property. Removing visual decor further proves to the community the completion of the project and removal is commencing. The third and final phase, Lighting, MCL will remove all lights and electrical cable completing the full removal of the project. MCL anticipates based on the RFP that removal will be completed within two days.

During removal, field technicians place key emphasis on packaging and transportation of decor to prevent damage. MCL's field teams are cautious of debris created during the removal and all teams are equipped with cleaning tools to ensure the area is left better than they found it.

As product is returned to MCL's facility, warehouse technicians log each product received into MCL's inventory system, testing and inspecting items to identify required refurbishment. Refurbishment recommendations are provided to the city within 30 days of removal and approved refurbishment is completed at the MCL facility between February 1st and March 31st, ensuring all decor is ready for the following season.



Solar Powered

Miami Christmas Lights' decorative lights are perfect for adding a festive touch to City of Bonita spring community. Equipped with solar panels, our lights ensure that you not only enjoy a beautiful luminous display but also contribute to environmental sustainability. The elegant combination of green garlands and red bows creates a classic holiday atmosphere, ideal for light posts in parks, avenues, and urban centers. Light up your celebrations with sustainability and style



MIAMI CHRISTMAS LIGHTS



Rendering are concepts only.
Actual production may deviate
from art.

Bring the holiday spirit to the streets of Bonita Springs with beautifully decorated lamp posts. Each lamp post features warm white lights, lush green garlands, and a vibrant red bow, creating a classic and inviting holiday atmosphere



MIAMI CHRISTMAS LIGHTS



Rendering are concepts only.
Actual production may deviate
from art.

Welcome to City of Bonita Springs, where our festive holiday decorations illuminate the city with a special touch! Our beautiful decorations are powered by sustainable, solar energy, ensuring a bright and eco-friendly holiday season.

MIAMI CHRISTMAS LIGHTS



Rendering are concepts only.
Actual production may deviate
from art.



Solar Powered





Celebrate the holiday season in City of Bonita Springs with our stunning and sustainable decorations! Our city is adorned with festive lights and decor, all powered by eco-friendly solar energy. The beautifully illuminated palm trees and vibrant holiday figures, including reindeer, snowflakes, stars, and Christmas trees, transform the city into a winter wonderland.

MIAMI CHRISTMAS LIGHTS



Rendering are concepts only.
Actual production may deviate
from art.



Experience the joy of the holiday season in the City of Bonita Springs with our exquisite and environmentally friendly decorations! Our city is embellished with festive lights and decor, all fueled by sustainable solar energy. The elegantly lit palm trees and colorful holiday symbols, such as reindeer, snowflakes, stars, and Christmas trees, create a magical winter wonderland throughout the city.

MIAMI CHRISTMAS LIGHTS 

Rendering are concepts only.
Actual production may deviate
from art.



The City of Bonito Springs will be adorned with stunning illuminated media featuring a 2D illuminated snowflake and 3d Illuminated christmas Tree. This exquisite and environmentally eco - friendly addition will bring a delightful warmth to the city's media displays.

MIAMI CHRISTMAS LIGHTS



Rendering are concepts only.
Actual production may deviate
from art.

Forms and Attachments

ATTACHMENT A

Proposal Form

HOLIDAY LIGHTING 2024 AND 2024 DOWNTOWN BONITA SPRINGS RIVERSIDE PARK AND SURROUNDING AREA
RFP 24-06

July 2, 2024 at 2:00 p.m.

- Installation may begin upon receiving a notice to proceed. Installation should begin no later than September 1, 2024. Installation should be completed no later than September 28, 2024.
- For 2024 Holiday Season, lighting in all areas must be functional by Friday, November 3rd and all décor must be complete by November 15 2024 and continue to be functional until removal. Removal of lights, décor and equipment must be completed by January 10, 2025.

TOTAL LUMP SUM AMOUNT (express in words and numerals) for Holiday Street Pole Lighting as specified herein: Ninety one thousand five hundred fifty nine and fifty two cents (\$91,559.52)

TOTAL LUMP SUM AMOUNT (express in words and numerals) for 2024 embellishments to commemorate the 25th Year of Incorporation. Thirty five thousand fifty three dollars and sixty nine cents (\$35,053.69)

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

- Attachment B-1
- Attachment C or C-1
- Attachment D
- Attachment E
- Attachment I
- Attachment J

Submitted By:

SOUTH FLORIDA LIGHTING TEAM LLC dba MIAMI CHRISTMAS LIGHTS

Company Name

14374 Commerce Way,

Address

Miami Lakes, FL 33016

City, State & Zip Code

305-908-8000

Phone & Fax Numbers

Kurt Stange

Signature

Kurt Stange, President

Name & Title

6-26-2024

Date

PLEASE COMPLETE AND SUBMIT WITH RFP

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

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT B



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/19/2024

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

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

PRODUCER Risk Solutions Insurance Brokerage LLC 2081 Sunbow Ave. Apopka FL 32703		CONTACT NAME: Raj Singh PHONE (A/C, No, Ext): 407-613-2600 E-MAIL ADDRESS: admin@rsibroker.com FAX (A/C, No): 407-613-2600															
INSURED South Florida Lighting Team LLC dba Miami Christmas Lights 14374 Commerce Way Miami Lakes FL 33016		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Accelerant Specialty Ins Co</td> <td>16890</td> </tr> <tr> <td>INSURER B: MERCURY IND CO OF AMER</td> <td>11201</td> </tr> <tr> <td>INSURER C: Starstone Ins</td> <td>44776</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Accelerant Specialty Ins Co	16890	INSURER B: MERCURY IND CO OF AMER	11201	INSURER C: Starstone Ins	44776	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Accelerant Specialty Ins Co	16890																
INSURER B: MERCURY IND CO OF AMER	11201																
INSURER C: Starstone Ins	44776																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		S0031GL000321	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			BA090000017588	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y		854210220ALI	8/3/2023	8/3/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Products/Completed Opera \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Physical Damage			BA090000017588	5/31/2024	5/31/2025	Deductibles - Named Peril: \$1000, Coll: \$1,000

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

Description of Operation on Acord 101

CERTIFICATE HOLDER

CANCELLATION

South Florida Lighting Team LLC 14374 Commerce Way Miami Lakes FL 33016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Raj Singh</i>
---	---

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ACORD 25 (2014/01)

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South Florida Lighting Team LLC - DBA Miami Christmas Lights
 RFP 24-06-ADA Holiday Lighting 2024-2024 Response



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2024

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

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

PRODUCER biBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
INSURED South Florida Lighting Team LLC Miami Christmas Lights 14374 Commerce Way Miami Lakes, FL 33016	INSURER(S) AFFORDING COVERAGE INSURER A : Wellfleet Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 32280

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMPI/OP AGG \$ 0
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	N9WC114831	01/22/2024	01/22/2025	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate

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

Exclusions:
Kurt Stange;
Additional Named Insured: Miami Christmas Lights

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2016/03)

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South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT B-1

Vendor's Insurance/Indemnification Statement

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

Name of Firm Southern Florida Lighting Team, LLC dba Miami Christmas Lights Date 6-26-2024

Vendor Signature Kurt Stange

Print Name Kurt Stange, President

Insurance Agency RSI Brokerage, LLC

Agent Name: Raj Singh

Telephone Number: 407-270-1064

PLEASE COMPLETE AND SUBMIT WITH RFP

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

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT C

Affidavit Certification Immigration Laws

SOLICITATION NO.: RFP 24-06

PROJECT NAME: HOLIDAY STREET POLE LIGHTING

IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22 effective June 1, 2009, Contractors/Consultants 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/Consultant and assigned by the Contractor/Consultant to perform work for the City. **Before any contract with the City is signed, proof of enrollment with E-Verify must be provided.** To register with E-Verify, go to www.uscis.gov/e-verify for information and instructions.

The Contractor/Consultant acknowledges that he is independently responsible for his own employment decisions, including hiring, disciplinary and termination decisions. The Contractor/Consultant 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/Consultant the original necessary document(s) to prove identity and employment eligibility.

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

COMPANY NAME: Southern Florida Lighting Team, LLC dba Miami Christmas Lights

Kurt Stange
Signature

President
Title

6-26-2024
Date

STATE OF FLORIDA

COUNTY OF _

The foregoing instrument was signed and acknowledged before me this 26th day of June, 2024, by Kurt Stange, who is personally known to me, or has produced FL DL# S352-515-82-391-0 as identification and who did (did not) take an oath.

Notary Public Seal



Jedidiah D Schwarz
Signature of Notary Public

Jedidiah D Schwarz
Printed Name of Notary Public

PLEASE COMPLETE AND SUBMIT WITH RFP

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

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT D

Solicitation Response Form

FROM: South Florida Lighting Team, LLC - DBA Miami Christmas Lights

City of Bonita Springs
Bonita Springs, Florida

RE: RFP 24-06 HOLIDAY STREET POLE LIGHTING

Dear Sir or Madam:

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

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

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

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 26th Day of June, 2024 in the City of Miami Lakes, in the State of Florida.

South Florida Lighting Team, LLC - DBA Miami Christmas Lights

Firm's **Complete Legal** Name

14374 Commerce Way
(Address)

Miami Lakes, FL 33016
(City, State, ZIP)

Phone No. 786.540.9295

Fax No. 305.908.8000

Check one of the following:

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

By: Kurt Stange *Kurt Stange*
Typed and Written Signature

President
Title

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

Solicitation Response Form – Page 2
Additional Contact Information

Send Payments To: NOT APPLICABLE
(REQUIRED ONLY if different from above)

(Company Name used as Payee)

(Address)

(City, State, ZIP)

Phone No. _____

Contact Name _____

Title _____

FAX No. _____

Email address: _____

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

(Address)

(City, State, ZIP)

Phone No. _____

Contact Name _____

Title _____

Fax No. _____

Email Address: _____

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

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT E

Preference to Local Business

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

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

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

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

MCL does not qualify for local preference.

Kurt Stange
Signature

6/26/2024
Date

PLEASE COMPLETE AND SUBMIT WITH RFP

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

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT G

Vendor Checklist and Solicitation Label

Please read carefully. Vendor should check off each of the following items as the necessary action is completed:

- ☐ The proposal has been signed.
- ☐ All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- ☐ Any addenda have been signed and included.
- ☐ One (1) original and one copy on a thumb drive have been included.
- ☐ The **mailing envelope must be sealed, and the mailing label (see below)** has been attached to the envelope.
- ☐ The proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise, the proposal cannot be considered.)

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

DO NOT OPEN - Sealed Solicitation - DO NOT OPEN

Solicitation #: RFP 24-06 Title: HOLIDAY STREET POLE LIGHTING

Solicitation to be opened on: July 2, 2024 AT 2:00 P.M.

Firm: South Florida Lighting Team, LLC - DBA Miami Christmas Lights

Address: 14374 Commerce Way

City, State, Zip: Miami Lakes, FL 33016

Telephone / Fax: (305)908-8000

Email: info@miamichristmaslights.com

Representative Signature: *Kurt Stange*

Representative Name: Kurt Stange **Date:** 6/26/2024

Deliver To: MIKE SHEFFIELD
City Clerk
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs , FL 34135

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT H

2024 HOLIDAY STREET POLE LIGHTING CONTRACT AGREEMENT

THIS AGREEMENT is made as of the **TBD**, between the **CITY OF BONITA SPRINGS**, a municipal corporation of the State of Florida, hereinafter referred to as “**CITY**,” and , hereinafter referred to as “**CONTRACTOR**,” to supply and install decorations and lighting on street poles on either side of Old 41, Bonita Springs, FL 34135.

The City and the Contractor agree as set forth below:

1. **Scope of Services.** The Contractor will provide all material and labor necessary to perform all work described in Attachment A, which is attached hereto and incorporated by reference as if fully set forth.
2. **Changes in Scope of Services.** The City, without invalidating the Contract, may order changes in the Services consisting of additions, deletions or modifications, the Contract Sum being adjusted accordingly. Such changes in the work shall be authorized by written Change Order signed by the City and the Contractor.
3. **Term of Contract**
It is anticipated a contract will be awarded for a one-year term to begin upon approval and execution by the City.
4. **Fund Availability**
Any contract resulting from this Solicitation is deemed effective only to the extent that funds are available. The City abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.
5. **Time of Performance.** The Contractor shall commence performance of the Contract to begin no later than September 1, 2024, have the lights up no later than September 28, 2024, and shall complete the full performance of the contract no later than 3:00 p.m., November 15, 2024. For each and every calendar day of delay after the established day of Completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay will be the sum of Two Hundred Dollars and no cents (\$200.00), per calendar day, as liquidated damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.
6. **Contract Sum.** The total amount of this contract is the sum of >
7. **Method of Payment.** Payment by the City for the Services will only be made after the Services have been performed and a voucher or invoice is submitted in the form specified by the City. Payment will be made thirty (30) days after receipt of such voucher or invoice. In the event that the City is late in payment, a one percent (1%) per month service charge will be added to the unpaid balance. Vendor must invoice for any interest accrued in order to receive any interest payment. The City shall have the right to withhold payment to the Contractor for any work not completed in a satisfactory manner, until such time as the Contractor modifies such work so that the same is satisfactory.
8. **Warranty.** The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom, from the date of installation until removal of the lighting. All lights and wiring must be removed before January 10, 2025.
9. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of this Contract without express written consent of the City of Bonita Springs.
10. **Record Keeping and Reporting.** The Contractor shall maintain accounts and records which properly reflect all direct and indirect costs expended and services provided in the performance of this Agreement. The Contractor agrees to provide access to any records required by the City.

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

11. **Hold Harmless.** To the fullest extent permitted by Florida law, the Contractor/Vendor/Consultant shall be liable and agrees to be liable for and shall defend, indemnify and hold harmless the City, 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, material-men, 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.
12. **Insurance.** The Contractor shall secure and maintain in force throughout the duration of this Contract commercial general liability insurance. A Certificate of Insurance evidencing the Contractor's insurance coverage shall be delivered to the City before executing the Work of this Agreement. City of Bonita Springs insurance requirements are listed in Attachment B.
13. **Compliance with Laws.** The Contractor and all of the Contractor's employees shall perform the services in accordance with all applicable federal, state, county and city laws, codes and ordinances.

This Agreement is entered into as of the day and year written above. ATTEST:

CITY OF BONITA SPRINGS:

By: _____
Mike Sheffield, City Clerk

By: _____
Arleen Hunter, City Manager

CONTRACTOR:

APPROVED AS TO FORM:

By: _____
Signature

By: _____
City Attorney's Office

By: _____
Printed Name and Title

Business Name: _____

Business Mailing Address: _____

City/State/Zip: _____

Telephone Number: _____

ATTACHMENT I
Conflict of Interest Affidavit

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

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

Firm: South Florida Lighting Team, LLC dba Miami Christmas Lights

Signature and Date: Kurt Stange 6-26-2024

Print Name Kurt Stange

Title of Signatory President

SUBSCRIBED AND SWORN to before me this 26 day of June, 2024, by Kurt Stange, who is personally known to me to be the for the Firm, OR who produced the following identification

State Florida Drivers License: X Yes or NO

Notary Public: Jedidiah D Schwarz

State: Florida

County of: Miami-Dade

My Commission Expires: 03/20/2027



PLEASE COMPLETE AND SUBMIT WITH RFP

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

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT J

Statement of Experience of Vendor

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

PROJECT AND LOCATION	PROJECT SIZE AND CONTRACT AMOUNT	REFERENCE
1) 2024 City of Miami Beach Holiday Project City of Miami Beach	\$725,000.00	Giacomo Natteri Administrative Officer 786- 914 6929
2) 2024 Holiday Project - Palm fronds décor Town of Surfside	\$ 33,000.00	Frank Trigueros Town of Surfside 305-722-7578
3) 2024 City of Fort Lauderdale Beach - Display City of Fort Lauderdale	\$79,784.00	Ingrid Kindbom City of Fort Lauderdale 720 384-6336
4) Town of Golden Beach Holiday Lights and Decor Town of Golden Beach	\$ 25,516.68	Michael Glidden Town of Golden Beach 305.932.0744
5) City of Miami Park and Rec Holiday Lights Project City of Miami	\$ 104,967.07	Steven Ferreiro City of Miami 305.250.5420
6)		
7)		
8)		

Dated 6/26/2024

Vendor South Florida Lighting Team, LLC DBA Miami Christmas Lights

By: *Kurt Stange*

PLEASE COMPLETE AND SUBMIT WITH RFP

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South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT K

Zoho Sign Document ID: 299ED677-ZIHCCQYJ2I21V6YH8PFVP9RKBK9ATPZ4UAQX1SR0MKA

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																								
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. South Florida Lighting Team, LLC																																										
2 Business name/disregarded entity name, if different from above Miami Christmas Lights																																										
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																										
☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate																																										
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																										
5 Address (number, street, and apt. or suite no.) See instructions. 14374 Commerce Way		Requester's name and address (optional)																																								
6 City, state, and ZIP code Miami Lake, FL 33016																																										
7 List account number(s) here (optional)																																										
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10">Social security number</th> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> </table> or <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10">Employer identification number</th> </tr> <tr> <td style="width: 25px; height: 25px;">9</td> <td style="width: 25px; height: 25px;">0</td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;">0</td> <td style="width: 25px; height: 25px;">4</td> <td style="width: 25px; height: 25px;">2</td> <td style="width: 25px; height: 25px;">3</td> <td style="width: 25px; height: 25px;">5</td> <td style="width: 25px; height: 25px;">4</td> <td style="width: 25px; height: 25px;">4</td> </tr> </table>			Social security number																				Employer identification number										9	0		0	4	2	3	5	4	4
Social security number																																										
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9	0		0	4	2	3	5	4	4																																	
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																										
<table style="width: 100%;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 55%;">Signature of U.S. person ▶ <i>Kurt Stange</i></td> <td style="width: 30%;">Date ▶ 1/1/2024</td> </tr> </table>			Sign Here	Signature of U.S. person ▶ <i>Kurt Stange</i>	Date ▶ 1/1/2024																																					
Sign Here	Signature of U.S. person ▶ <i>Kurt Stange</i>	Date ▶ 1/1/2024																																								
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																										

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT L

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor Covered Transactions

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

VENDOR

South Florida Lighting Team, LLC DBA Miami Christmas Lights
Company Name

90-0423544
Unique Entity ID (from SAM.gov)


Signature

6/26/2024
Date

Kurt Stange, President
Print Name and Title

14374 Commerce Way
Street Address

Miami Lakes FL 33016
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:
Name

Date:

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South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ATTACHMENT M
Scrutinized Companies Statement

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

1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number **RFP 24-06** for
 2. This sworn statement is submitted by South Florida Lighting Team, LLC DBA Miami Christmas Lights whose business
[Name of entity submitting sworn statement]
address is **14374 Commerce Way Miami Lakes FL 33016** and (if applicable) its Federal Employer Identification
Number (FEIN) is **90-0423544** (If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: _____).
 3. My name is **Kurt Stange** and my relationship to the above is **President**
[Please print name of individual signing]
 4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes
of state contracts, an agency or the department, and for purposes of local contracts, the governing body of
the local governmental entity.
 5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same
meaning as defined in s. 215.4725.
 6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for
purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including,
but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating
equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any
other apparatus of business or commerce.
 7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality,
special district, or other political subdivision of the state.
 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity
submitting this sworn statement. [Please indicate which statements apply]. [MARK WHICH SECTION
THE VENDOR SHOULD BE ANSWERING]
- [] **Scrutinized Companies that Boycott Israel List (bid, proposal, or contract renewal for any amount)**
[x] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.
- [] **Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)**
[x] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan
List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.
- [] **Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)**
[x] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran
Petroleum Energy Sector List.
[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran
Petroleum Energy Sector List.
- [] **Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)**
[x] The entity submitting this sworn statement does not have business operations in Cuba or Syria.
[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

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

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

Kurt Stange
Affiant

Kurt Stange
Typed Name of Affiant

President
Title

State Of Florida Count of Miami Dade

The forgoing instrument was executed before me this 26th day of June, 2024 by Kurt Stange as President of South Florida Lighting Team, LLC DBA Miami Christmas Lights, who personally swore or affirmed that he is authorized to execute this document and thereby bind the Corporation, who is personally know to me OR has produced FL DL# S352-515-82-391-0 as identification.

Notary Public: Jedidiah D Schwarz
State: Florida
County of: Miami-Dade
My Commission Expires: 03/20/2027



THIS SPACE INTENTIONALLY LEFT BLANK

South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

For City of Bonita Springs use only

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

Scrutinized Companies that Boycott Israel List:

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

Scrutinized Companies with Activities in Sudan List:

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

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

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

Business Operations in Cuba or Syria:

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

Verified by:

Print Name

Date:

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South Florida Lighting Team LLC - DBA Miami Christmas Lights
RFP 24-06-ADA Holiday Lighting 2024-2024 Response

ADDENDUMs



ADDENDUM NO. 1

To: Prospective Proposers

Date Issued: June 13, 2024

Addendum To: RFP 24-06 Holiday StreetPole Lighting

The following are changes/clarifications to the Contract Documents based on questions addressed to the City of Bonita Springs:

Question: What is the length/term of the Agreement?

City Response: September 1, 2024 – before January 10, 2025.

Question: Is the City seeking to lease or purchase the pole décor?

City Response: Lease for the length/term of the Agreement as specified above.

Question: If purchasing, does the City have on-site storage, or should annual storage costs be included in the bid?

City Response: Not purchasing.

Question: What is the budget for this project?

City Response: The budget is pending proposal estimates.

Question: Who is the incumbent provider?

City Response: This is the City's first-time doing holiday street pole lighting. Other types of holiday lighting within the City is done by Trimmers Holiday Décor.

Question: Are all the 111 poles referenced as "without power" capable of supporting lit products via solar power?

City Response: Yes, we are looking for solar power products.

Question: What are the optional enhancements for the roundabouts budget, and what sort of décor is the City interested in seeing for these locations?

City Response: We are open to any suggestions/ideas.

Acknowledgement of receipt of this Addendum No. 1 is required at the time of submittal.

RFP 24-06 HOLIDAYSTREET POLE LIGHTING

Due by 2:00 pm on July 2, 2024

I, **Kurt Stange**, hereby acknowledge the receipt of Addendum No. 1 as (Print Name)
identified above.

Kurt Stange

Signature

President

Title

South Florida Lighting Team, LLC DBA Miami Christmas Lights
Company Name



ADDENDUM NO. 2

To: Prospective Proposers

Date Issued: June 24, 2024

Addendum To: RFP 24-06 Holiday Street Pole Lighting

The following are changes/clarifications to the Contract Documents based on questions addressed to the City of Bonita Springs:

Question: Can you provide the location and images for the roundabout?

City Response: Please see the attachment to this Addendum.

Acknowledgement of receipt of this Addendum No. 2 is required at the time of submittal.

RFP 24-06 HOLIDAY STREET POLE LIGHTING Due by 2:00 pm on July 2, 2024

I, Kurt Stange, hereby acknowledge the receipt of Addendum No. 2 as
(Print Name)

identified above.

Kurt Stange

Signature

President
Title

South Florida Lighting Team, LLC - DBA Miami Christmas Lights
Company Name

REQUESTED MOTION: PUBLIC HEARING TO CONSIDER A PETITION FOR A REQUEST TO VACATE, ABANDON, CLOSE AND DISCONTINUE THE PUBLIC'S INTEREST IN A 30-FOOT WIDE PRIVATE ROAD RIGHT-OF-WAY, LOCATED ON LOTS #7 AND #8, BLOCK 14, BONITA SPRINGS COUNTRY CLUB, UNIT 2, A REPLAT OF LOT 14, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 19 THRU 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

REQUESTOR: Jay Sweet, PSM, AICP, Community Development Principal Planner and City Surveyor and Mary Zizzo, Esq., AICP, Senior Planner

AGENDA: Public Hearing

STRATEGIC PRIORITY: None

BACKGROUND:

Petition VAC24-111951-BOS was requested by Steven Edward & Catherine Young and Stephen and Janice Richard, Owners of the properties at 25400 and 25408 Carney Cir, respectively.

The area subject to this request is depicted on "Exhibit B" (attached). This right-of-way was initially intended to connect into the Bonita Springs Golf Course property. This right-of-way on the golf course property is not vacated and there is no purpose for this remaining portion of right-of-way over these two parcels. The existing 10' public utility easement along the rear of these properties will remain.

All required entities were notified of the project.

The letters of No Objection received are included for your review.

STAFF RECOMMENDATION: Approve the vacation as requested.

ATTACHMENTS:

1. Draft Resolution (to be provided by City Attorney)
2. Petition for Vacation
3. Legal Description and Sketch of Proposed Vacation
4. Advertisement for Vacation
5. Proof of Taxes Paid
6. Letters from Utility Companies

REVIEWERS:

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

CITY OF BONITA SPRINGS

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS VACATING, ABANDONING, CLOSING AND DISCONTINUING ITS INTEREST IN A 30-FOOT WIDE PRIVATE ROAD RIGHT-OF-WAY, LOCATED ON LOTS #7 AND #8, BLOCK 14, BONITA SPRINGS COUNTRY CLUB, UNIT 2, A REPLAT OF LOT 14, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 19 THRU 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the adjacent properties has requested the City vacate that portion of an existing private right-of-way easement described herein; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit "A".

WHEREAS, Steven Edward & Catherine Young and Stephen and Janice Richard, are the fee simply owners of the properties at 25400 and 25408 Carney Cir, respectively, which abut the area sought to be vacated; and

WHEREAS, the City Council finds vacation of the said easement as described herein, will not affect the ownership or right of convenient access of persons owning other properties in the area; and

WHEREAS, the City Council has found that the easement and any associated right-of-way which is the subject of this petition no longer serves a public purpose and is a proper subject for vacation pursuant to Chapter 177, Florida Statutes.

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by this reference.

SECTION TWO. The City Council of the City of Bonita Springs hereby vacates, abandons, discontinues and closes the 30-foot-wide private right-of-way easement described in the title above and as described and depicted in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION THREE. This Resolution shall be effective upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of July 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:

Carr
Purdon
Forbes
Fullick

Corrie
Bogacz
Steinmeyer

Date filed with City Clerk: _____



PETITION TO VACATE (FS Ch. 336)

Case Number: _____

Petitioner(s), Steven Young & Stephen Richard requests the City Council of the City of Bonita Springs, Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) Mailing Address: 25400 Carney Circle, Bonita Springs, FL 34135 & 25408 Carney Circle, Bonita Springs, FL 34135
2. In accordance with Florida Statute (F.S.) Chapter 336, Petitioner desires to vacate the public's interest in the right-of-way or portion of right-of-way legally described in the attached Exhibit "A".
3. A sketch showing the area(s) the Petitioner desires to vacate is attached as Exhibit "B".
4. Petitioner did provide notice to all affected property owners concerning the intent of this Petition.
5. In accordance with letters of review and recommendation provided by the various governmental and utility entities, there is no apparent impediment to granting Petitioner's request.

Wherefore, Petitioner respectfully requests that the City Council adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted by:

Steve Young

Petitioner Signature

Stephen Richard

Petitioner Signature

Steven Young

Petitioner Name

Stephen Richard

Petitioner Name

Today's date: **May 8, 2024**

Contact Person: **Steven Young**

Mailing Address: **25400 Carney Circle**
City, State, Zip: **Bonita Springs, FL 34135**

RE: Response to VAC24-111951-BOS: Carney Cir. Vacation - Sufficiency Comments for proposed right-of-way easement vacation, at the following locations: 25400 Carney Circle, Bonita Springs, FL 34135 & 25408 Carney Circle, Bonita Springs, FL 34135

To Whom It May Concern:

The request was made to:

“Indicate how the requested vacation will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.”

As you can easily see from the photo below, this private road from the 1970's is the road to nowhere. All previous portions of this road have been vacated, and these two lots are the last remaining that have not been vacated. The owner & lot to the left is also part of this vacate submission. No other owner is affected, and there is no inconvenience to any other person within the subdivision or outside. The City of Bonita Springs owns the lake to the north, and walking paths are envisioned as part of the Pulte development.



Signed,

Steve Young

Steven Young

25400 Carney Circle, Bonita Springs, FL 34135

704.724.6177

EXHIBIT "A"

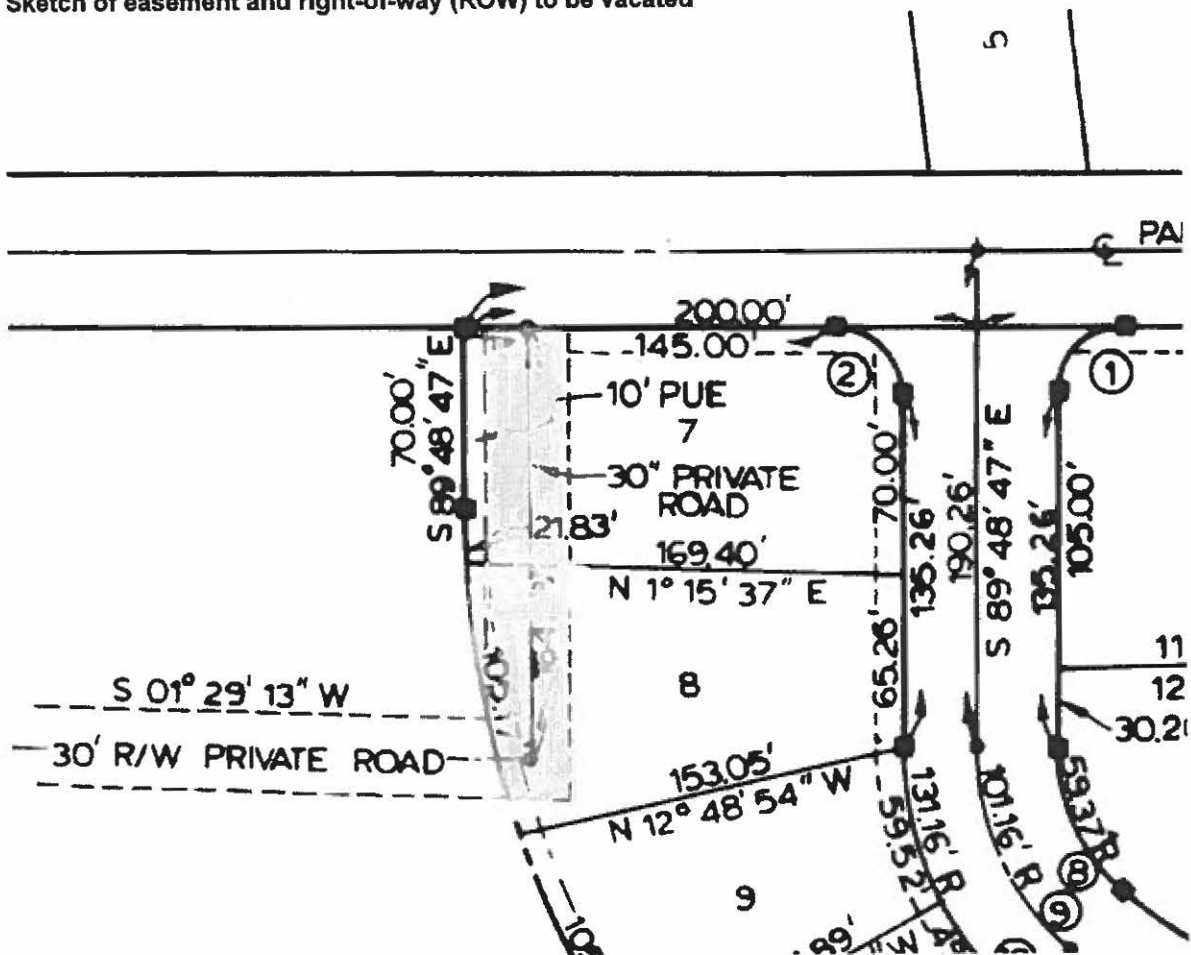
RIGHT OF WAY TO BE VACATED

A 30-FOOT PRIVATE ROAD RIGHT OF WAY, LOCATED ON LOTS #7 & #8, Block 14, BONITA COUNTRY CLUB UNIT #2, A REPLAT OF LOT 14, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGES 19 THRU 21 OF THE OFFICAL RECORDS OF LEE COUNTY, FLORIDA.

THIS DESCRIPTION IS LIMITED TO THE PRIVATE ROAD, RIGHT OF WAY, ONLY. ALL OTHER EASEMENT INCLUDING BUT NOT LIMITED TO THE PUBLIC UTITLITY EASEMENT AT THE SAME LOCATION REMAINS INTACT, AND IN FULL FORCE AND EFFECT.

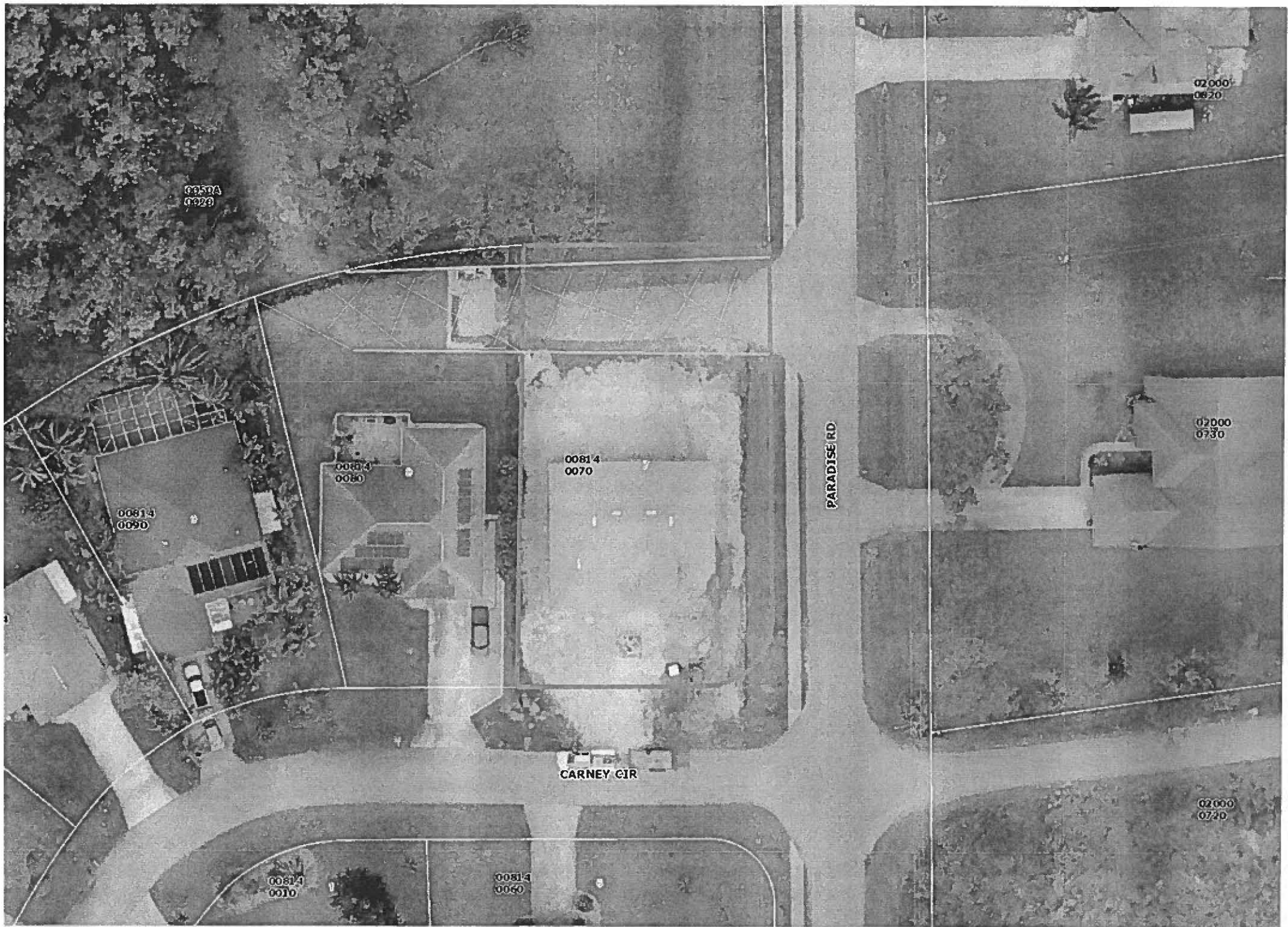
Parcel ID:
23-47-25-1-00814.0070
Lot 7
Block 14
Subject parcel
#25400

Sketch of easement and right-of-way (ROW) to be vacated





STRAP	Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value	
7-25-B1-00814.0070	10282834	YOUNG STEVEN EDWARD &	25400 CARNEY CIR, BONITA SPRINGS	2-2024	\$ 648,500	\$ 83,179	\$ 75,405	



Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
SW FLORIDA LLC	25400 CARNEY CIR, BONITA SPRINGS	10-2021	\$ 140,000	\$ 83,179	\$ 75,405

**NOTICE OF PUBLIC HEARING
FOR PETITION TO VACATE**

Case Number: VAC24-111951-BOS

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that on the 17th of July 2024, at 9:00am, in the Bonita Springs City Hall, located at 9101 Bonita Beach Rd, Bonita Springs, FL 34135 the City Council of Bonita Springs, Florida, will consider and take action on a petition vacating, abandoning, closing and discontinuing the public's interest in that portion of a right of way more particularly described as follows:

A 30-FOOT PRIVATE ROAD RIGHT OF WAY, LOCATED ON LOTS #7 AND #8, BLOCK 14, BONITA SPRINGS COUNTRY CLUB, UNIT 2, A REPLAT OF LOT 14, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGES 19 THRU 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS DESCRIPTION IS LIMITED TO THE PRIVATE ROAD, RIGHT OF WAY, ONLY. ALL OTHER EASEMENTS, INCLUDING BUT NOT LIMITED TO, THE PUBLIC UTILITY EASEMENT AT THE SAME LOCATION REMAINS INTACT, AND IN FULL FORCE AND EFFECT.

CONTAINING 4,850 SQUARE FEET, MORE OR LESS.

Interested parties may also attend the public hearing in person to provide comments in accordance with the City's code or as those provisions may be modified by the City Council.

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 in any matter considered at this meeting/hearing, such person may need to ensure that a verbatim record of the proceeding is made, to include the testimony and evidence upon which any such appeal is to be based.

CITY OF BONITA SPRINGS

BY: Rick Steinmeyer, Mayor

Michael Sheffield, City Clerk



A 14th

Continued from Page 1A

"We're going to have highs in the mid-90s by the end of the week and that's pretty typical stuff," said Rodney Wynn, a meteorologist with the National Weather Service, or NWS, in Ruskin, which covers the Fort Myers-Cape Coral area.

"It's scattered storms and sea breeze driven weather throughout the rest of the week."

The Fourth of July is among the hottest of major holidays as it falls in the peak of summer, and conditions this year will be different than last year, when the region was in a drought.

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Early hours of each day are probably the best to head to the beach or get in some family outdoor time as rains will come mostly after lunch and potentially last until sunset.

"You can expect dry conditions early in the day and the rain chances will maximize in the afternoon to evening hours," Rizzuto said. "They pop up as the sea breeze kicks in and disappear with sunset, so it will be hit or miss who get the rain."

Winds from the Atlantic flow toward and over the peninsula all summer, and the pattern is typically well set by the Fourth of July, Rizzuto said.

"The easterly flow is pretty well established by then," he said.

Tropical plume produced six months of rain

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Publix

Continued from Page 1A

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- Publix Super Market at Shops at Village Walk – 7950 Dani Dr Suite 200, Fort Myers, FL 33966
- Publix Super Market at University Crossing –

NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number:
VAC24-111951-BOS

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Bonita Springs City Council will hold a public hearing at 9:00 a.m., Wednesday, July 17, 2024, at Bonita Springs City Hall, City Council Chambers, 9101 Bonita Beach Road SE, Bonita Springs, Florida, 34135, to consider and take action on a petition vacating, abandoning, closing, and discontinuing the public's interest in that portion of a right of way more particularly described as follows:

A 30-FOOT PRIVATE ROAD RIGHT OF WAY, LOCATED ON LOTS #7 AND #8, BLOCK 14, BONITA SPRINGS COUNTRY CLUB, UNIT 2, A REPLAT OF LOT 14, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGES 19 THRU 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS DESCRIPTION IS LIMITED TO THE PRIVATE ROAD, RIGHT OF WAY, ONLY. ALL OTHER EASEMENTS, INCLUDING BUT NOT LIMITED TO, THE PUBLIC UTILITY EASEMENT AT THE SAME LOCATION REMAINS INTACT, AND IN FULL FORCE AND EFFECT.

CONTAINING 4,850 SQUARE FEET, MORE OR LESS.

All interested parties are invited to appear at the Public Hearing and be heard with respect to the aforementioned case under consideration. To submit a written comment in advance of the hearing, email your name and comment by 2:00 p.m., July 16, 2024 to CITYMEETINGS@CITYOFBONITASPRINGS.ORG.

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CITY OF BONITA SPRINGS, FLORIDA

Rick Steinmeyer, Mayor

Michael J. Sheffield, City Clerk

Legal description and street address of easement and right-of-way (ROW) to be vacated

BONITA SPRINGS C C UNIT 2 BLK 14 PB 0032 PG 0021 LOT 7

STRAP: 23-47-25-B1-00814.0070 Folio ID: 10282834

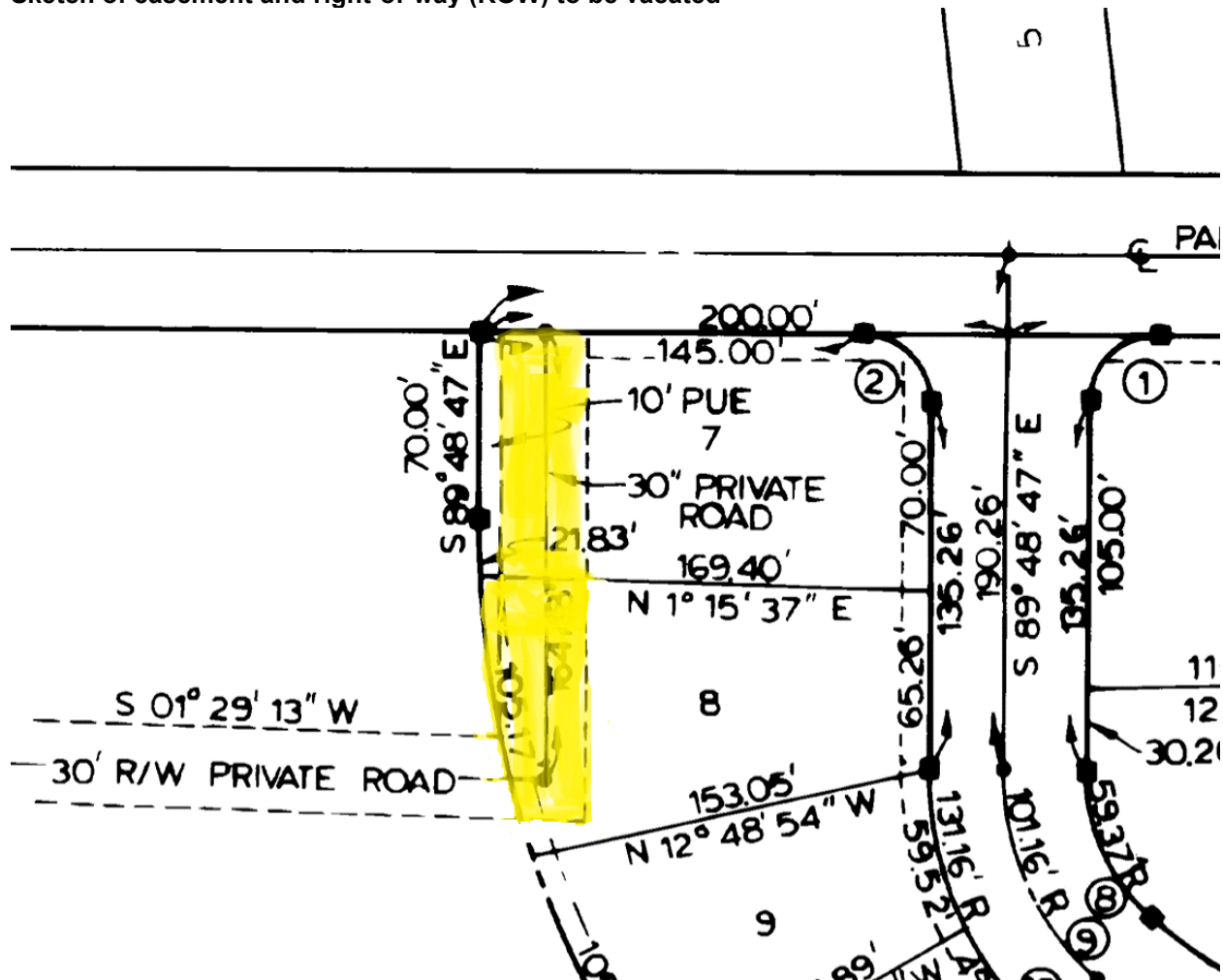
25400 Carney Circle, Bonita Springs, FL 34135

BONITA SPRINGS C C UNIT 2 BLK 14 PB 0032 PG 0021 LOT 8

STRAP: 23-47-25-B1-00814.0080 Folio ID: 10282835

25408 Carney Circle, Bonita Springs, FL 34135

Sketch of easement and right-of-way (ROW) to be vacated





PETITION TO VACATE (FS Ch. 336)

Case Number: _____

Petitioner(s), Steven Young & Stephen Richard requests the City Council of the City of Bonita Springs, Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) Mailing Address: 25400 Carney Circle, Bonita Springs, FL 34135 & 25408 Carney Circle, Bonita Springs, FL 34135
2. In accordance with Florida Statute (F.S.) Chapter 336, Petitioner desires to vacate the public's interest in the right-of-way or portion of right-of-way legally described in the attached Exhibit "A".
3. A sketch showing the area(s) the Petitioner desires to vacate is attached as Exhibit "B".
4. Petitioner did provide notice to all affected property owners concerning the intent of this Petition.
5. In accordance with letters of review and recommendation provided by the various governmental and utility entities, there is no apparent impediment to granting Petitioner's request.

Wherefore, Petitioner respectfully requests that the City Council adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted by:

Steve Young

Petitioner Signature

Stephen Richard

Petitioner Signature

Steven Young

Petitioner Name

Stephen Richard

Petitioner Name

Today's date: **May 8, 2024**

Contact Person: **Steven Young**

Mailing Address: **25400 Carney Circle**
City, State, Zip: **Bonita Springs, FL 34135**

RE: Response to VAC24-111951-BOS: Carney Cir. Vacation - Sufficiency Comments for proposed right-of-way easement vacation, at the following locations: 25400 Carney Circle, Bonita Springs, FL 34135 & 25408 Carney Circle, Bonita Springs, FL 34135

To Whom It May Concern:

The request was made to:

“Indicate how the requested vacation will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.”

As you can easily see from the photo below, this private road from the 1970's is the road to nowhere. All previous portions of this road have been vacated, and these two lots are the last remaining that have not been vacated. The owner & lot to the left is also part of this vacate submission. No other owner is affected, and there is no inconvenience to any other person within the subdivision or outside. The City of Bonita Springs owns the lake to the north, and walking paths are envisioned as part of the Pulte development.



Signed,

Steve Young

Steven Young

25400 Carney Circle, Bonita Springs, FL 34135

704.724.6177

EXHIBIT "A"

RIGHT OF WAY TO BE VACATED

A 30-FOOT PRIVATE ROAD RIGHT OF WAY, LOCATED ON LOTS #7 & #8, Block 14, BONITA COUNTRY CLUB UNIT #2, A REPLAT OF LOT 14, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 32, PAGES 19 THRU 21 OF THE OFFICAL RECORDS OF LEE COUNTY, FLORIDA.

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Parcel ID:
23-47-25-1-00814.0080
Lot 8
Block 14
Subject Parcel
#25408

**Parcel ID:
23-47-25-1-00814.0070
Lot 7
Block 14
Subject parcel
#25400**

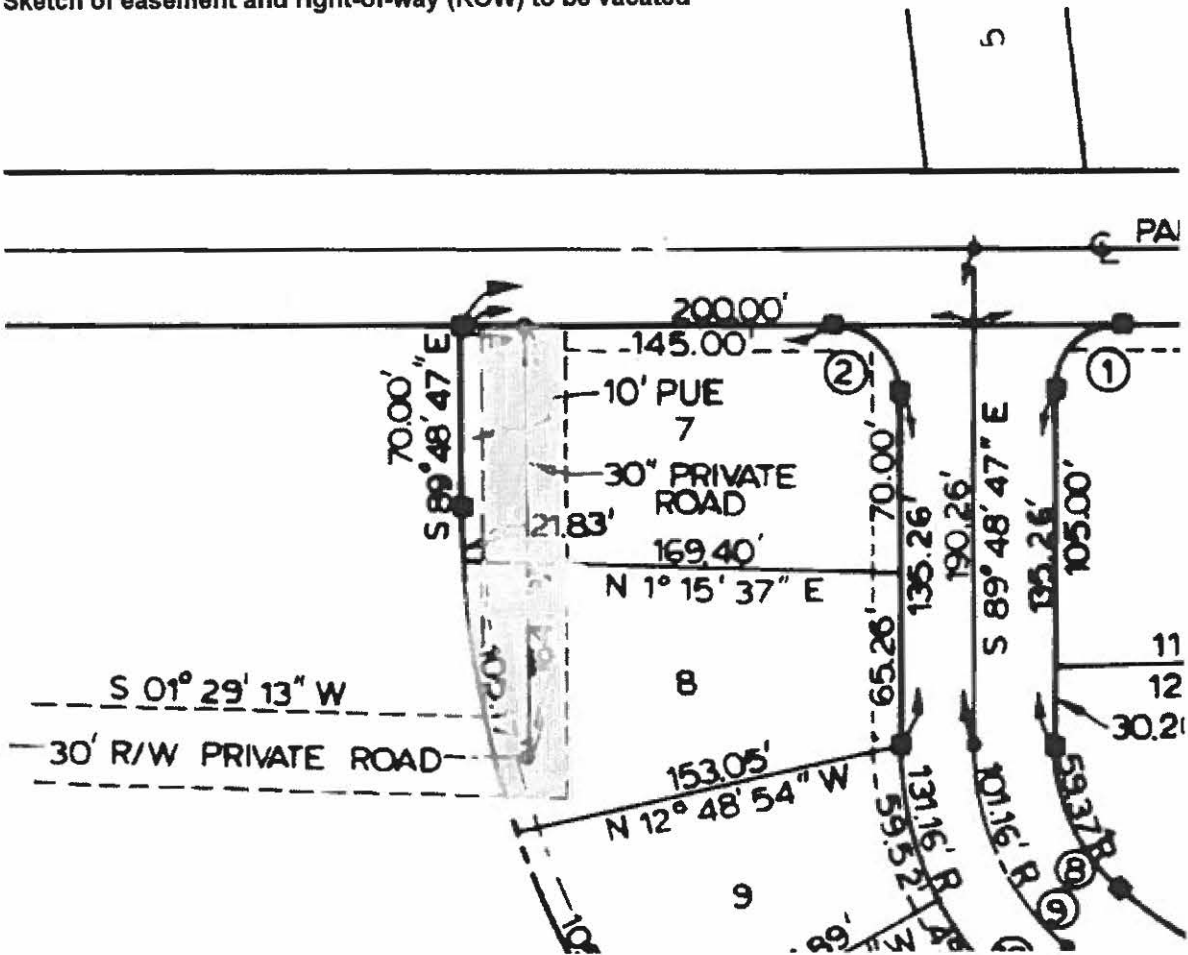
**30' ROAD
EASEMENT**

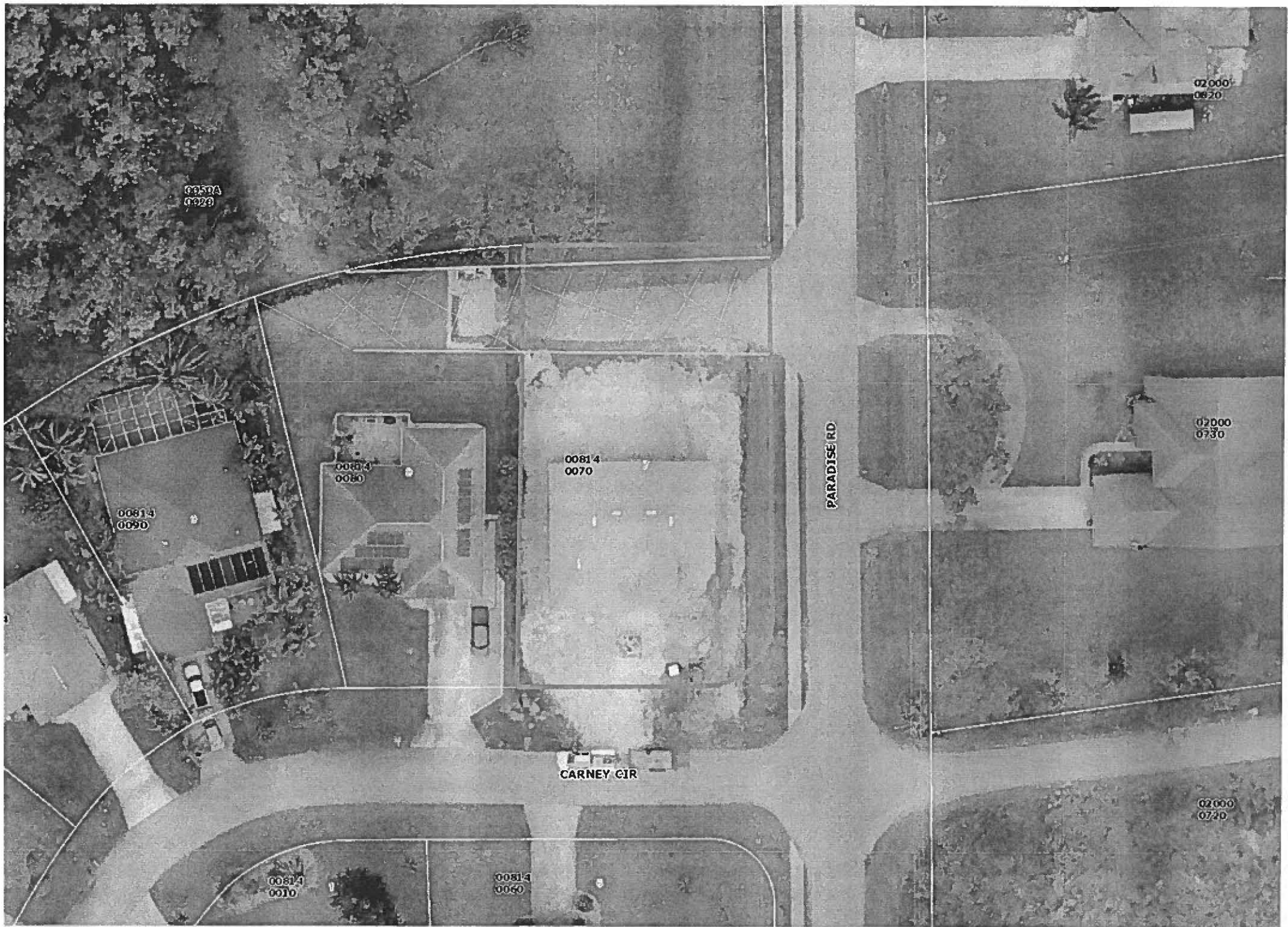
PARADISE RD.
CL_{12.94'} (ASPHALT ± 20', 20) 60' TOTAL R/W

CARNEY CIR.
HALT ± 20', 3) 60' TOTAL R/W

Exhibit B

Sketch of easement and right-of-way (ROW) to be vacated





Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
SW FLORIDA LLC	25400 CARNEY CIR, BONITA SPRINGS	10-2021	\$ 140,000	\$ 83,179	\$ 75,405

**NOTICE OF PUBLIC HEARING
FOR PETITION TO VACATE**

Case Number: VAC24-111951-BOS

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Interested parties may also attend the public hearing in person to provide comments in accordance with the City's code or as those provisions may be modified by the City Council.

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.

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CITY OF BONITA SPRINGS

BY: Rick Steinmeyer, Mayor

Michael Sheffield, City Clerk



A 14th

Continued from Page 1A

"We're going to have highs in the mid-90s by the end of the week and that's pretty typical stuff," said Rodney Wynn, a meteorologist with the National Weather Service, or NWS, in Ruskin, which covers the Fort Myers-Cape Coral area.

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Continued from Page 1A

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CITY OF BONITA SPRINGS, FLORIDA

Rick Steinmeyer, Mayor

Michael J. Sheffield, City Clerk

GOP platform backs Trump on abortion, immigration

Full policy has to be ratified at convention

David Jackson, Molly Beck
and Mary Spicuzza
USA TODAY

WASHINGTON — A Republican National Convention committee endorsed a party platform Monday that reads almost like a speech by former President Donald Trump — including deflection of the volatile issue of abortion rights.

While some Republicans wanted to retain language supporting a nationwide ban on abortion, the proposed platform echoes what Trump has said on the campaign trail: States should decide the issue on their own terms.

Democrats said the platform — and Trump — still want to ban abortion by whatever means are available. The platform gives Trump credit for the Supreme Court decision overturning the Roe v. Wade abortion rights ruling, but also reflects the former president's concern that the issue could hurt him and other Republican candidates at the ballot box in 2024.

"After 41 years, because of that power (over abortion) has been given to the States and to a vote of the People," the proposed platform says. "We will oppose Late Term Abortion, while supporting mothers and policies that advance Prenatal Care, access to Birth Control, and IVF (fertility treatments)."

The way the platform was crafted and approved angered some committee members focused on pursuing a more restrictive policy on abortion access, who said the debate was discouraged more than had been the case in previous platform draftings.

"Normally, people fly in and they're working for two or three days on the platform, and it's great. This time, it was a very controlled thing. And sadly, there was no opportunity for the actual delegates to impact the platform," said Kris Ulman, president of anti-abortion advocacy group Eagle Forum in Washington, D.C.

Gail Buckner, Republican National Convention platform committee member from Utah, said officials squashed debate on the abortion issue.

"They didn't allow any amendments. They didn't allow any discussion. They notified us," Buckner said. "We only spent thousands of dollars to be here, and what they told us they were going to do isn't what happened."

"I'm extremely disappointed that we do not have any pro-life language."

Others said they were okay with the new platform language.

Martorie Dannenfelser, president of the NSA (Pro-Life America), said "The Republican Party remains strongly pro-life at the national level," and "the mission of the pro-life movement ... must be to defeat the Biden-Harris extreme abortion agenda."

Next week's convention must ratify the full platform, which the party says is dedicated to "the forgotten man and woman of America."

The policy document includes a litany of Trump proposals, including mass deportations of migrants in the country illegally, the replacement of career civil servants with Trump loyalists, and tariffs on foreign goods that critics say would fuel inflation.

Allies of President Joe Biden noted that Republicans closed the hearings to the media. They said the GOP wants to hide the fervor by which the party wants to ban abortions, either by the states, courts or federal government.



The Republican policy document includes a number of former President Donald Trump's proposals, including mass deportations of migrants in the country illegally and the replacement of career civil servants with Trump loyalists.

JACK GRUBBS/USA TODAY NETWORK

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NOTICE TO THE PUBLIC

The City of Cape Coral City Council will conduct Committee of the Whole meetings and other workshops on the dates and times noted below. The meetings will be held in Council Chambers located at City Hall, 2nd Floor, 1015 Central Park Boulevard, Cape Coral, FL 33904 (unless otherwise noted).

- Wednesday, July 24, 2024 - Committee of the Whole - 10:30 a.m.
- Tuesday, August 6, 2024 - Budget Workshop - 7:00 p.m.
- Tuesday, August 12, 2024 - Budget Workshop - 2:00 p.m.
- Wednesday, August 14, 2024 - Committee of the Whole - 9:00 a.m.
- Tuesday, August 20, 2024 - Budget Workshop - 2:00 p.m. (If needed)
- Wednesday, September 11, 2024 - Committee of the Whole - 10:30 a.m.
- Wednesday, September 25, 2024 - Committee of the Whole - 9:00 a.m.
- Wednesday, October 2, 2024 - Committee of the Whole - 9:00 a.m.
- Wednesday, October 23, 2024 - Committee of the Whole - 10:30 a.m.
- Wednesday, November 13, 2024 - Committee of the Whole - 10:30 a.m.
- Thursday, November 14, 2024 - New Coordinator Orientation - PN Operations Center - 9:00 a.m.
- Friday, November 15, 2024 - New Coordinator Orientation - PN Operations Center - 9:00 a.m.

Note: The previously scheduled Wednesday, July 17, 2024 Committee of the Whole canceled.

PLEASE NOTE: Meetings are subject to change. Agendas will be available on the City's website. To see a copy of the agenda once posted, please go to: <http://www.capecoral.gov/departments/cityagendas-and-ordinances> and <http://www.capecoral.gov/departments/cityagendas-and-ordinances>

Feel free to contact the City Clerk at 1-239-634-0417 should you require additional information.

Kimberly Bruns, CMC
City Clerk

NOTICE TO THE PUBLIC

The City of Cape Coral City Council will conduct their regular meetings beginning at 4:30 p.m. on the dates listed below. The meetings will be held in Council Chambers located at City Hall, 2nd Floor, 1015 Central Park Boulevard, Cape Coral, FL 33904.

- Wednesday, July 17, 2024
- Wednesday, July 24, 2024
- Wednesday, August 7, 2024
- Wednesday, August 21, 2024
- Wednesday, August 28, 2024
- Wednesday, September 4, 2024
- Wednesday, September 18, 2024
- Wednesday, October 2, 2024
- Wednesday, October 16, 2024
- Wednesday, October 30, 2024
- Wednesday, November 20, 2024
- Wednesday, December 4, 2024
- Wednesday, December 11, 2024

NOTE: The previously scheduled Wednesday, July 10, 2024 Regular Meeting canceled.

PLEASE NOTE: Meetings are subject to change. Agendas will be available on the City's website. To see a copy of the agenda once posted, please go to: <http://www.capecoral.gov/departments/cityagendas-and-ordinances> and <http://www.capecoral.gov/departments/cityagendas-and-ordinances>

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Married Couple \$595

Plus Additional Incidental Cost

Robert D. Schwartz
Attorney at Law and CPA
Toll Free: 1-866-34TRUST(345-7878)
217 S. Ocean Drive, Suite 101, Fort Myers, FL 33901

Mr. Schwartz's qualifications include: Graduate of Ohio State College of Law, graduate of New York Law School, Florida Bar, and New York State Bar. He is a member of the American College of Trust and Estate Counsel and the American Bar Association.

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CITY OF BONITA SPRINGS, FLORIDA
Rick Steiner, Mayor
Michael J. Sheffield, City Clerk



Lee County Tax Collector
Noelle Branning

2023 Paid Real Estate Tax Notice

Ad Valorem Taxes and Non-ad Valorem Assessments for Lee County, Florida

Account Number:
23-47-25-B1-00814.0080
Alternate Key:
2100441289
Millage Code:
017

Site Address / Legal Description:
25408 CARNEY CIR

BONITA SPRINGS C C UNIT 2 BLK 14 PB 0032
PG 0021 LOT 8

Exemptions/Values:

Assessed Value 185,943
Homestead Exemption 25,000
Additional Homestead Exemption 25,000

*** See message below**

RICHARD STEPHEN & JANICE
25408 CARNEY CIR
BONITA SPRINGS, FL 34135

Paid 11/28/2023 EEX-00-01818981 \$2,158.51

Ad Valorem Taxes Levying Authority

	Telephone	Mill Rate	Assessed	Exemption	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	185,943	50,000	135,943	511.46
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	185,943	25,000	160,943	361.80
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.1820	185,943	25,000	160,943	512.12
CITY OF BONITA SPRINGS	239-949-6262	0.8173	185,943	50,000	135,943	111.11
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	185,943	50,000	135,943	64.08
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	185,943	50,000	135,943	12.89
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	185,943	50,000	135,943	4.45
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	185,943	50,000	135,943	13.95
BONITA SPRINGS FIRE DISTRICT	239-949-6200	1.9466	185,943	50,000	135,943	264.63
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0217	185,943	50,000	135,943	2.95
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	185,943	50,000	135,943	31.27
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	185,943	50,000	135,943	5.36

Non-Ad Valorem Assessments Levying Authority

	Telephone	Rate	Amount
CITY OF BONITA SPRINGS STORMWATER	239-949-6262		50.00
LEE COUNTY SOLID WASTE ASSESSMENT	239-533-8000		302.38

2023 Combined Total Ad Valorem and Non-Ad Valorem:

\$2,248.45

2023 Paid Real Estate

Tax Notice

Account: 23-47-25-B1-00814.0080
Site Address: 25408 CARNEY CIR,
BONITA SPRINGS,
34135
Alternate Key: 2100441289

PAY ONLY ONE AMOUNT

If Received By: Nov 30, 2023
Amount Due: \$0.00

Phone/Email Contact: _____

For payment options and instructions, refer to the back of this notice.

* If the address below is not correct, visit LeePA.org to update your address.
RICHARD STEPHEN & JANICE
25408 CARNEY CIR
BONITA SPRINGS, FL 34135

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

Paid 11/28/2023 EEX-00-01818981 \$2,158.51

Return with payment



Lee County Tax Collector
Noelle Branning

2023 Paid Real Estate Tax Notice

Ad Valorem Taxes and Non-ad Valorem Assessments for Lee County, Florida

Account Number:
23-47-25-B1-00814.0070
Alternate Key:
2100441288
Millage Code:
017

Site Address / Legal Description:
25400 CARNEY CIR

BONITA SPRINGS C C UNIT 2 BLK 14 PB 0032
PG 0021 LOT 7

Exemptions/Values:

Assessed Value 83,179

* See message below

YOUNG STEVEN EDWARD & YOUNG CATHERINE
25400 CARNEY CIR
BONITA SPRINGS, FL 34135

Paid 11/28/2023 INT-00-01806712 \$997.09

Ad Valorem Taxes Levying Authority

	Telephone	Mill Rate	Assessed	Exemption	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	75,405	0	75,405	283.70
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	83,179	0	83,179	186.99
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.1820	83,179	0	83,179	264.68
CITY OF BONITA SPRINGS	239-949-6262	0.8173	75,405	0	75,405	61.63
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	75,405	0	75,405	35.55
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	75,405	0	75,405	7.15
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	75,405	0	75,405	2.47
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	75,405	0	75,405	7.74
BONITA SPRINGS FIRE DISTRICT	239-949-6200	1.9466	75,405	0	75,405	146.78
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0217	75,405	0	75,405	1.64
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	75,405	0	75,405	17.34
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	75,405	0	75,405	2.97

Non-Ad Valorem Assessments Levying Authority

	Telephone	Rate	Amount
CITY OF BONITA SPRINGS STORMWATER	239-949-6262		20.00

2023 Combined Total Ad Valorem and Non-Ad Valorem:

\$1,038.64

2023 Paid Real Estate

Tax Notice

Account: 23-47-25-B1-00814.0070
Site Address: 25400 CARNEY CIR,
BONITA SPRINGS,
34135
Alternate Key: 2100441288

PAY ONLY ONE AMOUNT

If Received By: Nov 30, 2023
Amount Due: \$0.00

Phone/Email Contact: _____

For payment options and instructions, refer to the back of this notice.

* If the address below is not correct, visit LeePA.org to update your address.
YOUNG STEVEN EDWARD & YOUNG CATHERINE
25400 CARNEY CIR
BONITA SPRINGS, FL 34135

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

Paid 11/28/2023 INT-00-01806712 \$997.09

Return with payment



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

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

April 1, 2024

Mr. Steven E. Young
962 Miller Rd
Jefferson, SC 29718

RE: *Petition to vacate right-of-way of private road Strap:23-47-25-B1-00814.0070 and Strap:23-47-25-B1-00814.0080*

Dear Mr. Young:

With respect to your application received March 18, 2024. The City of Bonita Springs Public Works Department has no objection to the vacation of this private road as indicated in the application you provided.

Sincerely,

Matt Feeney
Assistant City Manager

MF/kdw



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2981 NE Pine Island Road
Cape Coral, FL 33909

JARED W. PERDUE, P.E.
SECRETARY

March 20, 2024

Steven Young
25400 Carney Circle
Bonita Spring, FL 34135

RE: Proposed Easement Vacation: 25400 – 25408 Carney Circle, Bonita Springs, FL 34135
STRAP: 23-47-25-B1-00814.0070 / 23-47-25-B1-00814.0080

The Department has reviewed your Easement Vacation Request received March 20, 2024, since this request does not impact the Florida Department of Transportation, we have no objection to the vacation and will defer final decision to Lee County Government.

If you have any questions concerning this letter, please call (239) 985-7829.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Parish", is written over a faint, larger signature that is partially visible in the background.

Charles (Chuck) Parish
Operations Program Manager
Fort Myers Operations Center

Attachment:
Received Documents (03/20/2024)



Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

(239) 533-8124

Cecil L. Pendergrass
District Two

March 22, 2024

Ray Sandelli
District Three

Steve Young

Brian Hamman
District Four

25400 Carney Circle

Mike Greenwell
District Five

Bonita Springs, FL 34135

David Harner
County Manager

Re: Request for a Letter of Review and Recommendation for right of way easements on
Strap Nos. 23-47-25-B1-00814.0070 and 24-47-25-B1-00814.0080

Richard Wm. Wesch
County Attorney

Dear Mr. Young:

Donna Marie Collins
County Hearing
Examiner

Based on the review of the documents submitted with your request, Lee County Division
of Natural Resources has no objection to the vacation of right of way easements as
shown on Strap Nos. 23-47-25-B1-00814.0070 and 24-47-25-B1-00814.0080.

Should you have any questions, please call me at the above telephone number.

Regards,

LEE COUNTY DIVISION OF NATURAL RESOURCES

Phil Gillogly
Operations Manager

S:\Natural Resources\SURFACE\DOCUMENT\vac2000-256.docx



Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

April 5, 2024

Mr. Steven Young
25400 Carney Circle
Bonita Springs, FL 34135

**Re: Petition to Vacate Public Utility Easement located at Strap:
234725B1008140070, Section 23, Township 47, Range 25 East,
BONITA SPRINGS C C UNIT 2 BLK 14 PB 0032 PG 0021 LOT 7., Lee County, Florida.**

Mr. Young,

Lee County Department of Transportation has reviewed your request to vacate a private road easement related to Resolution Number 88-7-21 located at the property described above. Lee County DOT offers no objection to this petition to vacate as proposed.

Sincerely,

Jed Mason
RW Project Manager
Lee County Department of Transportation



Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

April 9, 2024

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
Chief Hearing Examiner

Steven Young
25400 Carney Circle
Bonita Springs, FL 34135

SUBJECT: REQUEST FOR LETTER OF REVIEW AND RECOMMENDATION ON PROPOSED RIGHT-OF-WAY EASEMENT VACATION

STRAP(S) #: 23-47-25-B1-00814.0070 & 0080
ADDRESS(ES): 25400 & 25408 CARNEY CIRCLE
BONITA SPRINGS, FL 34135

Dear Mr. Young,

Lee County Utilities has ***no objection*** to the request for vacation with respect to the right-of-way easement as noted in your attachments.

If you should have any questions, or require further assistance, please do not hesitate to contact our office at (239) 533-8162.

Sincerely,

William Hull
Technical Services Manager, PSM, GISP
Utilities Engineering Division
Lee County Utilities

Original Mailed: 4/9/2024



March 28, 2024

Mr. Steven Young
25400 Carney Cir.
Bonita Springs, FL 34135

Re: Objection to the Vacate of the Ten (10') rear lot PUE Recorded in Instrument# 1122763, Lee County, Florida as shown on the attached survey.

Dear Mr. Young,

Please be advised that Bonita Springs Utilities, Inc. (BSU) does object to the vacate of the Ten (10') rear lot Public Utility Easement at 25400 and 25408 Carney Circle, Bonita Springs, FL 34135 Recorded in # 1122763 Lee County Florida at this time.

If you have any questions, please do not hesitate to contact the Engineering Department of our office.

Respectfully,

Kim P. Hoskins, P.E.
Director of Engineering
Bonita Springs Utilities, Inc.

PETITION TO VACATE REQUEST RE-REVIEW AND RECOMMENDATION

Today's date: **April 23, 2024**

Contact Person: **Steven Young**

Mailing Address: **25400 Carney Circle**
City, State, Zip: **Bonita Springs, FL 34135**

RE: Request for a RE-Review and Recommendation on a proposed right-of-way easement vacation, at the following locations: **25400 Carney Circle, Bonita Springs, FL 34135 & 25408 Carney Circle, Bonita Springs, FL 34135**

Good day Ms. Hoskins:

I have submitted a Petition to the Bonita Springs City Council seeking to **vacate the Existing Private Road Right of Way (NOT THE 10' PUE)**. This right-of-way easement (**Private Road**) at the location identified above to accomplish the following purpose:

Since purchasing my new home, the legacy Right of Way and associated setbacks have precluded permits to install a fence, install a small outbuilding and install a pool. This ROW has already been vacated on the adjacent land currently under development by Pulte Homes. This is the last remaining portion of the ROW, and I am including my neighbors' lot to resolve his issues.

The 10' Public Utility Easement is NOT included in this vacation application.

I have included the prior submission for your review. Please provide a letter of review and recommendation via e-mail or regular mail so we can utilize your recommendation also. If you have any questions, please do not hesitate to contact me directly and thank you in advance for your consideration.

Signed,

Steven Young

25400 Carney Circle, Bonita Springs, FL 34135

704.724.6177

Stevenyoung102@gmail.com

Legal description and street address of easement and right-of-way (ROW) to be vacated

BONITA SPRINGS C C UNIT 2 BLK 14 PB 0032 PG 0021 LOT 7

STRAP: 23-47-25-B1-00814.0070 Folio ID: 10282834

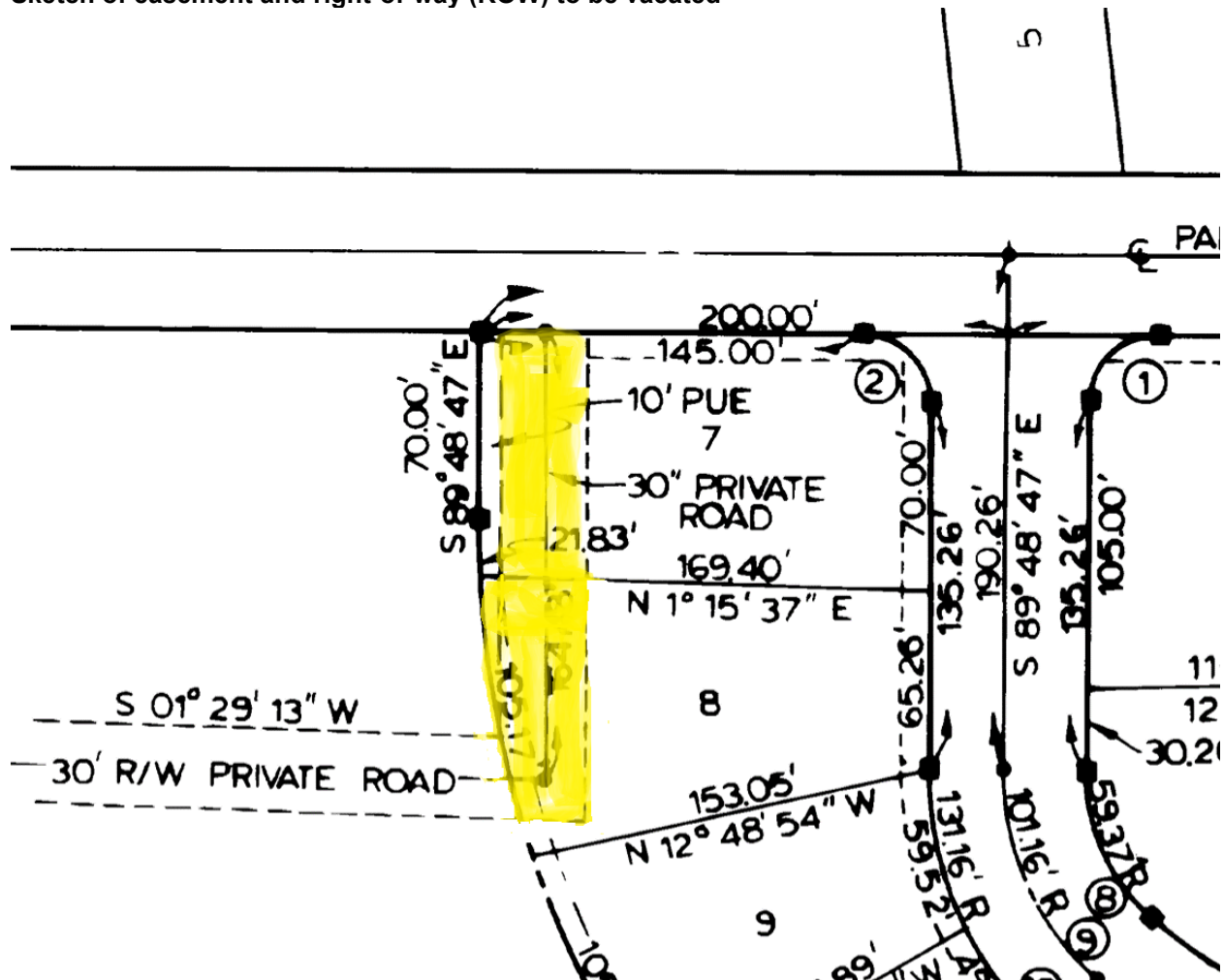
25400 Carney Circle, Bonita Springs, FL 34135

BONITA SPRINGS C C UNIT 2 BLK 14 PB 0032 PG 0021 LOT 8

STRAP: 23-47-25-B1-00814.0080 Folio ID: 10282835

25408 Carney Circle, Bonita Springs, FL 34135

Sketch of easement and right-of-way (ROW) to be vacated



ITEM TITLE: Presentation by Karen Gustafson, Executive Director of the Bonita Senior Center, on programs and services offered at the Center.

REQUESTOR: Chris Corrie, Council Member, District 4

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: None

BACKGROUND:

At the June 19, 2024 City Council Meeting, I shared an update on the Bonita Senior Center where I serve on the Board of Directors, stating that the Center is providing services to 400% more seniors than it did last year. These services include hot meals, recreational activities, socialization opportunities, and educational programs.

I have arranged for a presentation by Karen Gustafson, Executive Director of the Bonita Senior Center, for the upcoming City Council meeting on July 17th. In her presentation, Ms. Gustafson will shed light on the challenges and needs of our senior residents, and provide an overview of the center's comprehensive services and programs which are tailored to address those needs.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS:

REVIEWERS:

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

AGENDA ITEM TITLE: Presentation of the draft City of Bonita Springs Proposed Annual Operating and Capital Budget for Fiscal Year 24-25.

REQUESTOR: Arleen Hunter, City Manager and Lisa Griggs Roberson, CPA, Director of Financial and Administrative Services

AGENDA: City Manager

STRATEGIC PRIORITY: #5 Strengthen/Enhance City Finances

BACKGROUND:

Staff has prepared the draft City of Bonita Springs Proposed Annual Operating and Capital Budget for FY 2024-2025. Following today's presentation, staff would like the opportunity to meet with City Council to collaboratively review and discuss the proposed operating and capital budget in a Budget Workshop. We would like to propose a tentatively scheduled meeting for 4:00 pm, August 7, 2024. At that time, City Council will have the opportunity to provide feedback and propose changes to draft budget. Additionally, staff will be available for individual meetings with Council to discuss proposed changes.

Following the requested budget workshop, City Council regular meeting agendas will include a "Budget Update Item" so that Council direction may be provided to staff and be incorporated into future budget prior to the final adoption on September 18, 2024.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. City of Bonita Springs Proposed Annual Operating and Capital Budget Fiscal Year 24-25
-

REVIEWERS:

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

REQUESTED MOTION: Adopt proposed millage rate for fiscal year 2024-2025.

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: 7) Government Transparency

BACKGROUND: On July 1, 2024, the Property Appraiser of Lee County, Florida provided the City of Bonita Springs a Certification of Taxable Value certifying its taxable value.

Florida Statute Section 200.065, requires that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall furnish to the Property Appraiser the proposed millage rate, the rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage rate for the Fiscal Year 2024-2025 budget.

We have been provided an estimated increase in total taxable value of 12.60 %.

In fiscal year 2024-2025, the maximum millage rate allowed by a majority vote of the governing body is 1.0947 and is based on the adjusted rolled back rate of 1.0358 and adjusted 5.69% for the change in per capita Florida personal income. A two-thirds (5 out of 7) council member vote allows for a maximum millage rate of 1.2042.

The proposed millage rate for fiscal year 2024-2025 is 0.8173 mills (\$0.8173 per \$1,000 of assessed property value) which is the same as the prior year. This proposed millage rate is greater than the aggregate rolled-back rate of 0.7359 mills by 11.06%.

The 2024-2025 draft budget includes the following revenue based upon the current millage rate of 0.8173: General Fund \$12,966,700 and Downtown Area Revenue Sharing \$816,130.

The two public hearings will be held on September 4, 2024, at 5:30 P.M. and September 18, 2024, at 5:30 P.M.

STAFF RECOMMENDATION: Adopt proposed millage rate.

ATTACHMENTS: None.

REVIEWERS:

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

REQUESTED MOTION: Approve a Resolution to establish the fiscal year 2024-2025 annual Stormwater Assessment Fee

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

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #1 Stormwater Management

BACKGROUND: Ordinance No. 19-05 established a Stormwater Utility Ordinance and authorized the imposition of assessments and utility fees to fund the City's Stormwater Management Services. Section 48-100 within the Ordinance authorizes the imposition of a stormwater service assessment and a stormwater improvement assessment.

The Stormwater Assessments to be charged to all Benefitted Property pursuant to the methodology approved at the public hearings adopting Resolution 19-72 will be computed for each tax parcel of Benefitted Property located within the benefit area for the Fiscal year beginning on October 1, 2024, by multiplying the number of Equivalent Residential Units (ERUs) attributable thereto by the ERU rate of \$50.00, less any authorized mitigation credits for which the benefitted property may be entitled to arrive at the net ERU. The \$50.00 rate includes \$26 for the stormwater service assessment and \$24 for the stormwater improvement assessment.

The 2024-2025 draft budget includes stormwater assessment fee revenue of \$1,590,000 based upon the current assessment rate.

STAFF RECOMMENDATION: Approve the Resolution

ATTACHMENT:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY OF BONITA SPRINGS RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SYSTEM AND IMPROVEMENTS; IMPOSING A NON-AD VALOREM ASSESSMENT FOR STORMWATER UTILITY FEES AGAINST CERTAIN REAL PROPERTY WITHIN THE CITY LIMITS ESTABLISHED AS THE STORMWATER BENEFIT AREA; APPROVING THE STORMWATER ROLLS; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bonita Springs, Florida has enacted Ordinance No. 19-05 establishing a Stormwater Utility Ordinance, and authorized the imposition of assessments and utility fees to fund the City's Stormwater Management Services; and

WHEREAS, the imposition of stormwater utility fees is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Services among parcels of property that are benefited thereby; and

WHEREAS, on February 20, 2019, the City Council adopted Resolution No. 19-16, electing to use the uniform method of collecting Non-Ad valorem special assessments for the provision of stormwater services, facilities and programs within the City boundary, which identifies all parcels located within the Bonita Springs City limits as its area of applicability and determined those properties to be benefited by the City's Stormwater Management Service area, identified the method of assigning Equivalent Residential Units (ERUs) and apportioning the cost of the Stormwater Management Services against benefited property located within the benefit area; directed the preparation of the tentative Stormwater Assessment rolls; and directed the provision of notices as required by law; and

WHEREAS, on September 9, 2019, the City Council adopted Resolution 19-72, constituting the Final Rate Resolution, adopting the Stormwater Assessment rolls, imposing Stormwater Assessments and their collection pursuant to the Uniform Assessment Collection Act; and

WHEREAS, pursuant to the Ordinance 19-05, the City Council is authorized to subsequently establish and impose Stormwater Assessments through the adoption of an Annual Stormwater Service Assessment resolutions.

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

Section 2. This Resolution is adopted pursuant to the provisions of Ordinance No.19-05, the Final Rate Resolution No. 19-72, Chapter 403,Florida Statutes, and other applicable provisions of law.

Section 3. This Resolution shall constitute the annual Stormwater Assessment resolutions as provided by Sections 48-158 and 48-208, respectively.

Section 4. The maximum rate per Equivalent Residential Unit (ERU) established in Resolution No. 19-72 is hereby ratified and confirmed without change for the Fiscal Year beginning October 1, 2024.

Section 5. The Stormwater Assessments to be charged to all Benefited Property pursuant to the methodology approved at the public hearings adopting Resolution 19-72 will be computed for each tax parcel of Benefitted Property located within the benefit area for the Fiscal Year beginning on October 1, 2024, by multiplying the number of ERUs attributable thereto by the ERU rate of \$50.00, less any authorized mitigation credits for which the benefitted property may be entitled to arrive at the net ERU. As provided in Ordinance 19-05, the Stormwater Assessments shall constitute a lien upon the tax parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity of all other liens, titles, and claims, until paid. The lien for Stormwater Assessments shall be deemed perfected upon adoption by the Council of this Resolution. Upon perfection, the lien for Stormwater Assessments collected under the Uniform Utility Collection Act shall attach to the property included on the tax roll as of the prior January 1, the lien date for ad valorem taxes.

Section 6. The Stormwater Assessment shall be collected pursuant to the Uniform Assessment Collection Act. The City Clerk is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Assessment rolls to the Lee County Tax Collector by September 15, 2025, in the manner prescribed by Section 197.3632, Florida Statutes.

Section 6. The adoption of this Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the amount per ERU, the adoption of the Stormwater Assessment rolls and the levy and lien of the Stormwater Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

Section 7. This Resolution shall be effective upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of July, 2024.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____