



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

City of Bonita Springs City Council Meeting Agenda

August 21, 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 2 p.m., Aug. 20, 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 August 7, 2024.
 - B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Ian.
(Green Sheet 24-08-124)

- C. Approve the proposal submitted by Coastal Engineering Consultants, Inc. for the South Bonita Beach Hurricane Ian Repair/Construction Bid Phase Services in the amount of \$116,090. (Green Sheet 24-08-125)
- D. Approve the special event permit and road closure for the annual Halloween In The Park event at Riverside Park, from 5:30 p.m. - 9:30 p.m., Sat., Oct. 26, 2024. (Green Sheet 24-08-126)
- E. Approve the Fifth Amendment to the Second Concessionaire Agreement with CGT Kayaks, Inc. to extend the term of the agreement for an additional eight-month term. (Green Sheet 24-08-129)

- Opportunity for City Council Comments on Consent Agenda

9. Presentations:

- A. Presentation by Q. Grady Minor & Associates, PA of the Rosemary Drive Stormwater and Multi-Use Pathway Project. (Green Sheet 24-08-127)

10. City Attorney Items:

11. City Manager Items:

- A. Presentation of the June Financial Report and discussion of fiscal year 2024-2025 budget. (Green Sheet 24-08-128)
- B. Update on Hurricane Ian recovery.

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment



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

draft Meeting Minutes

City of Bonita Springs

City Council Meeting

August 7, 2024

5:30 PM

1. **Call to Order** - Mayor Steinmeyer called the meeting to order at 5:30 pm.

2. **Invocation** - Provided by Mayor Steinmeyer.

3. **Pledge of Allegiance** - Led by Mayor Steinmeyer.

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 everyone present and those watching the live stream.

6. **Approval of the Agenda**

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

7. **Public Comment on Agenda Items**

Kyle Moran - Spoke in support of agenda item 8J, Conceptual Design of Riverside Park Bandshell Turf and Hardscape, stating that maintaining key public assets such as public parks is in-line with several of the City's strategic priorities.

8. **Consent Agenda Items:**

*Deputy Mayor Forbes motioned to approve the consent agenda; Seconded by Council Member Corrie. **The motion carried unanimously.***

A. Approve minutes from the City Council meeting held on July 17, 2024.

B. Confirm and ratify Resolutions extending the local Hurricane Ian State of Emergency. (Green Sheet 24-08-109)

C. Approve a request from Local Roots, LLC to host a weekly Flea Market to be held at the Promenade each Saturday morning from 8 a.m. to 12 noon, Oct. 5, 2024 - May 25, 2025. (Green Sheet 24-08-110)

D. Approve a Resolution to engage six (6) firms for the City's Architecture & Engineering Services for Hurricane Damages (RFQ 23-22) and authorize staff to enter into negotiations with the firms selected. (Green Sheet 24-08-111)

- E. Approve Change Order No. 3 for the Goodwin Street Pedestrian and Drainage Improvements Project in the amount of \$49,900. (Green Sheet 24-08-112)
- F. Approve agreement with Florida Division of Emergency Management Hazard Mitigation Grant Program for a neighborhood acquisition/demolition project. (Green Sheet 24-08-113)
- G. Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt repair work on McLaughlin Blvd for the amount of \$160,635.19. (Green Sheet 24-08-114)
- H. Approve Supplemental Task Agreement for Grant Management Services with Pegasus Engineering for the Hazard Mitigation Grant Program-COVID funds for the acquisition and demolition services project. (Green Sheet 24-08-115)
- I. Authorize the Mayor to execute a one-year renewal of the contract for audit services with Ashley, Brown & Smith, CPA's, P.A. (Green Sheet 24-08-116)
- J. Approve the proposal to develop conceptual design of Riverside Park Bandshell turf and hardscape from RVi Planning + Landscape Architecture in the amount of \$105,000. (Green Sheet 24-08-123)

9. Mayor and Council Member Items:

- A. **Consider an appointment to the Art in Public Places Board** (Green Sheet 24-08-122)

Council Member Corrie motioned to approve the appointment of Renee Stoll; Seconded by Council Member Purdon. The motion carried unanimously.

10. Presentations:

- A. **Presentation of audited financial statements for the fiscal year ended September 30, 2023 by Tony Smith, CPA, partner with the audit firm of Ashley, Brown & Smith, CPAs.** (Green Sheet 24-08-117)

Tony Smith, CPA with audit firm Ashley, Brown & Smith, presented highlights from the firm's audit of the City's financial statements for the fiscal year that ended September 30, 2023. Mr. Smith stated that there were no findings, and the firm has issued an unmodified "clean" opinion. Mr. Smith also stated that the Certificate of Achievement for Excellence in Financial Reporting was once again awarded to the City. (Audit report on file in the Clerk's office).

11. Public Hearings:

- A. **CONSIDER TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE THE FOLLOWING PROPOSED AMENDMENTS TO THE BONITA SPRINGS COMPREHENSIVE PLAN PURSUANT TO CASE CPA20-74175-BOS, REVANA LAKES: (1) AMEND THE CITY'S FUTURE LAND USE MAP FOR APPROXIMATELY 204.5 +/- ACRES OF LAND FROM THE DENSITY REDUCTION GROUNDWATER RESOURCE (DRGR), WETLANDS, AND RESOURCE PROTECTION FUTURE LAND USE CATEGORIES, TO THE URBAN FRINGE COMMUNITY DISTRICT AND RESOURCE PROTECTION; (2) AMEND THE TEXT OF THE URBAN FRINGE COMMUNITY DISTRICT.** (Green Sheet 24-08-118)

Following an introduction of the case by Mike Fiigon, Senior Planner with Community Development, Ms. Alexis Crespo, Vice President of Planning with RVi Planning & Landscape Architecture, opened the presentation on behalf the applicant. Next, Ms. Neale Montgomery from Pavese Law Firm presented an overview of the property and the applicant's requests, which included a map depicting the portions of the property within the City and the portions in unincorporated Lee County. Ms. Montgomery also summarized the history of the DRGR (Density Reduction

Groundwater Resource). Next, Matt Price, CEO & partner of Seagate Development Group, spoke about the company and his vision for the project. Reports on the property's environmental aspects and stormwater infrastructure were provided by Atwell Environmental staff Christian Casey and Noelle Vilim. Mr. Yury Bykau of TR Transportation Consultants presented on the transportation aspects of the project, stating that the project's residential development intensity was reduced following the LPA hearing from 388 dwelling units to 299, which in terms of traffic, equates to approximately 749 fewer daily trips. David Brown, certified Professional Geologist, provided a historical overview of the property's water resources, concluding that currently the property is in a severely disturbed hydrologic condition. Ms. Crespo's final comments of the presentation included statements about compatibility, reduced unit count, and benefits to the public, economy, and environment. (Applicant's presentation on file in the Clerk's office).

Council Member Corrie asked Senior Planner Mike Fiigon to explain how this proposed project differs from prior cases, in consideration of City's policy decision on the DRGR designation. Referencing the staff report, Mr. Fiigon stated that it is a policy decision to be made by Council as to whether to amend the land use category to accommodate this project. He agreed that there has been no direction given by Council of an intent to reconsider the policy, stating no recommendation was provided in the staff report. Mayor Steinmeyer stated it is the policy of the City to leave the DRGR alone and asked whether the owner was aware of the DRGR designation when purchasing the property.

Public Speakers: Jim Fitzpatrick; William Heavner; Dennis Church; Bill Vantassel; and Steve Ravet.

Following a brief presentation on the staff report by Mr. Fiigon (staff report on file in the Clerk's office), the applicant was provided with time for rebuttal. Statements were provided by Ms. Montgomery, Mr. Brown, and Ms. Crespo.

Council Member Carr made a motion to transmit to the Florida Department of Commerce, citing the reduction to the number of residential units and the benefits of the project. There was no second to the motion.

Mayor Steinmeyer made a motion to deny; seconded by Council Member Corrie. **The motion carried 6-1** (Council Member Carr opposed).

7:24 p.m. - Mayor Steinmeyer recessed the meeting.

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

B. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED, ADOPTING THE STATE REQUIRED AMENDMENTS BASED ON THE 2023 EVALUATION AND APPRAISAL REVIEW; SO AS TO AMEND THE PREFACE, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND DEFINITIONS; TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS. (Green Sheet 24-08-119)

City Attorney Rooney stated that there will be one public adoption hearing for both the required amendment ordinance and the optional amendment ordinance. The Clerk read both titles into the record. Dr. Margaret Banyan, presenting remotely via Zoom, provided a timeline of the amendment process, and spoke about the technical assistance comments made by the State in the ORC Report (Objections, Recommendations and Comments) on the transmitted state required amendments. Dr. Banyan provided Council with three options for addressing the State comments, as follows: 1). Request an extension of 2-3 months; 2). Conduct a process for off-cycle amendments in the next 2-3 years, and 3). Address legislation in the 2030 EAR.

Council Member Purdon motioned for option 2 to address the state's comments on the required amendments; seconded by Mayor Steinmeyer. **The motion carried unanimously.** Council Member Purdon then motioned to adopt the state required amendments; seconded by Council Member Fullick. **The motion carried unanimously; Ordinance 2024-05 adopted.**

- C. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED; SO AS TO AMEND THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, COASTAL/CONSERVATION MANAGEMENT ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, AND PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND DEFINITIONS; TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS. (Green Sheet 24-08-120)**

Regarding the optional amendments, Dr. Banyan stated that there were post-transmittal changes to reference documents and language clarification. There were no ORC comments provided by the state for the transmitted optional amendments. (Additional minutes for 11c provided under 11b).

*Council Member Corrie motioned to adopt the optional amendments, as amended; seconded by Council Member Carr. **The motion carried unanimously; Ordinance 2024-06 adopted.***

12. City Attorney Items:

None

13. City Manager Items:

A. Fiscal Year 24-25 Budget Discussions. (Green Sheet 24-08-121)

Referencing this afternoon's Budget Workshop, City Manager Hunter asked if Council Members had comments on the staff presentations provided. She also asked Council Members to indicate at this time any additional operating budget requests. A discussion ensued regarding staff needs in consideration of the increased work placed on the city due to population growth, storm preparation and recovery, and compliance with state and federal regulations.

Council Member Purdon requested budgeting of \$225,000 for three additional community policing officers (two deputies and one sergeant) to better address the safety needs of the growing city. Three additional officers would increase the City's community policing officers from 22 to 25. Council Member Fullick stated that he would like a larger portion of officer time devoted to enforcement of traffic laws and the downtown truck ordinance, further requesting that an annual report be provided to City Council. Council Member Corrie stated that Bonita Springs taxpayers pay county taxes for a standard level of law enforcement that the Sheriff provides; the City's community policing initiatives are in addition to those standard services. He would like a report which outlines the division of services provided at the standard level and those provided by the additional community policing efforts. Council Member Carr stated that last year, Council allocated additional funds for additional deputies in the current year budget.

Council Member Bogacz requested \$15,000 to fund a Lovers Key entrance pilot program.

B. Update on Hurricane Ian recovery.

City Manager Hunter provided an update on the City's progress with the FEMA National Flood Insurance Program Community Rating System. All policy holders continue to receive the discount. FEMA is preparing to send a letter to every policy holder to inform them of the City's status. City staff are also preparing a letter to send to policy holders indicting the many ways the City is addressing the issue. Staff are also in the process of drafting a compliance action plan which will be provided to FEMA.

City Manager Hunter also provided a reminder of the upcoming public information meeting on the East Terry Street Improvements Project, to be held at City Hall on Thu., August 15, from 4 pm - 6 pm.

14. Mayor and Council Member Reports

15. Public Comment

Sherri Fish – Spoke on the need to dredge a private canal near her home and inquired about grants or programs.

16. Adjournment - *There being no further business, the meeting adjourned at 8:23 pm.*

Prepared by:

Mike Sheffield, City Clerk

Approved by City Council:

Date: _____

Rick Steinmeyer, Mayor

ITEM TITLE: 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 SECTION: 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. 24-056 issued on August 5, 2024
2. Resolution No. 24-059 issued on August 12, 2024

REVIEWERS:

City Manager: Arleen Hunter

City Attorney: Derek Rooney

City Clerk: Mike Sheffield

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-056

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

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

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

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

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

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

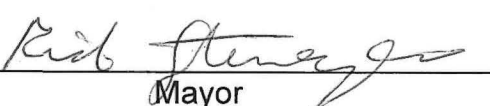
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 5th day of August, 2024.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 8/7/24

CITY OF BONITA SPRINGS
RESOLUTION NO. 24-059

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

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

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

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

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

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

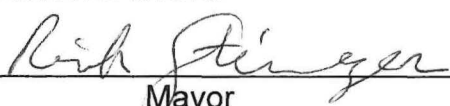
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida, this 12th day of August, 2024.

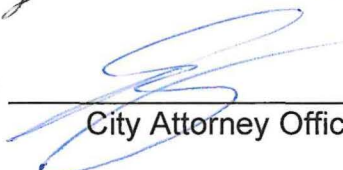
AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: _____

ITEM TITLE: Approve the proposal submitted by Coastal Engineering Consultants, Inc. for the South Bonita Beach Hurricane Ian Repair/Construction Bid Phase Services in the amount of \$116,090.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

Coastal Engineering Consultants, Inc. will provide bid phase services to the City for implementing a beach and dune repair plan along South Bonita Beach (Project) under the Florida Department of Environmental Protection (FDEP) Hurricane Ian and Nicole Recovery Plan (Recovery Plan). The Project Area encompasses the natural beach landward of Mean High Water (MHW) beginning at the south limit of Lee County's engineered beach at FDEP Reference Monument R-230 extending approximately 9,000 feet to R-239. The Project is being implemented in conjunction with Lee County's Bonita Beach Nourishment Project.

This scope and fee are being processed via STA Number 7 under CN-21-20 Miscellaneous Outdoor Recreation Facility Design & Engineering Services.

Funding is available through 30.611.537.6000

STAFF RECOMMENDATION: Approve.

ATTACHMENTS:

1. Proposal from Coastal Engineering Consultants, Inc.

REVIEWERS:

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

CITY OF BONITA SPRINGS PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 7

(A Change Order or Supplemental Task Authorization Requires Approval by the City Manager for Expenditures under \$50,000 or Approval by the Bonita Springs City Council for Expenditures over \$50,000).

MISC. CONTRACT: Misc. Outdoor Recreation Facility Design & Eng Services / SOLICITATION NUMBER: CN-21-20

PROJECT NAME: South Bonita Beach Hurricane Ian Repair / CONTRACT NUMBER: BSC-22-03-053

CONSULTANT: Coastal Engineering Consultants, Inc / ACCOUNT NUMBER: 00.601.572.3401

REQUESTED BY: Matt Feeney Public Works Director / DATE OF REQUEST: JULY 30, 2024

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant is authorized to and shall proceed with the following:

EXHIBIT A: SCOPE OF PROFESSIONAL SERVICE: DATED: August 1, 2024

EXHIBIT B: COMPENSATION & METHOD OF PAYMENT: DATED: August 1, 2024

EXHIBIT C: TIME AND SCHEDULE OF PERFORMANCE: DATED: August 1, 2024

EXHIBIT D: CONSULTANT'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTOR(S): DATED: August 1, 2024

EXHIBIT E: PROJECT GUIDELINES AND CRITERIA: DATED: August 1, 2024

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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It is understood and agreed that the acceptance of this modification by the Consultant constitutes an accord and satisfaction. All the remaining terms in the original Agreement, remain the same.

ACCEPTED:	ATTEST:	CITY APPROVAL:
_____ Consultant Signature	_____ City Clerk	_____ City Manager (Under \$50,000)
_____ Michael T. Poff, P.E Print Name	_____ Date	_____ Date Approved
_____ 28421 Bonita Crossings Blvd Address	_____ Approved By:	_____ Approved By:
_____ Bonita Springs, FL 34135 Address	_____ City Attorney's Office	_____ Mayor, City Council for Bonita Springs
_____ August 1, 2024 Date Accepted	_____ Date Approved	_____ Date Approved
_____ Corporate Seal		

Exhibit A

Scope of Professional Services South Bonita Beach Hurricane Ian Repair

Date: JULY 30, 2024

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 7

Section 1 Changes to Professional Services

The Scope of Professional Services as set forth in Exhibit A of the Professional Services Agreement is hereby supplemented or changed, so that the Consultant shall provide and perform the following professional services, tasks or work as a supplement to or change to the Scope of Services previously agreed to and authorized.

Section 2 Tasks

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

GENERAL SCOPE STATEMENT:

Provide bid phase services to the City of Bonita Springs for implementing a beach and dune repair plan along South Bonita Beach (Project) under the Florida Department of Environmental Protection (FDEP) Hurricane Ian and Nicole Recovery Plan (Recovery Plan). The Project Area encompasses the natural beach landward of Mean High Water (MHW) beginning at the south limit of Lee County's engineered beach at FDEP Reference Monument R-230 extending approximately 9,000 feet to R-239. The Project is being implemented in conjunction with Lee County's Bonita Beach Nourishment Project.

SCOPE OF SERVICES:

TASK 1. CONSTRUCTION PHASE SERVICES

CEC shall perform the following services during construction of the Project.

Review the Contractor's work plan, shop drawings and submittals to determine compliance with the plans and specifications. Upon completion of the review, submit to the City and County in writing recommended changes or a written approval of the Contractor's work plan, shop drawings and submittals. Review one round of work plan revisions from the Contractor.

Attend construction progress meetings with the City, County, and Contractor covering work progress and schedule, conformance to plans and specifications, and other relevant issues that need to be addressed. Record and distribute the minutes of each meeting.

Perform routine reporting to FDEP in accordance with the Permits. Prepare and submit dredge reports to BOEM as required by the Outer Continental Shelf Lease.

Review invoices for payment submitted by the Contractor along with daily records of the County, Contractor and CONSULTANT and surveys provided by the Contractor and completed by the CONSULTANT, and determine the amounts of progress payments due based on completion of work. Upon completion of review, submit recommendations to County for payment of invoices to the Contractor.

Assist the City and County in preparing and evaluating required field changes, change orders, or contract modifications requested by the Contractor and submit to the City and County for approval. Provide Contractor instructions issued by the City and County in addition to providing any necessary interpretations or clarifications of the Contract documents requested by the Contractor. Make determinations on non-conforming and unauthorized work as authorized in the Contract documents. Upon receiving written notice that the Project is substantially complete, conduct a one-time comprehensive review of the Project, prepare a punch list of items needing completion or correction, forward said list to the City, County, and Contractor, and provide written recommendations to the City and County concerning the acceptability of work done and the use of the Project. Upon receiving written notice that the Project is finally complete, perform final site observations in conjunction with the City and County to verify the punch list has been completed and the Project is ready for its intended use.

Prepare and submit a summary of the Project including final as-built Project features, construction activities, change orders, and other significant milestone dates and comments. Prepare and submit the Project elements for inclusion in the FDEP and USACE Agency Final Certifications for the County's Bonita Beach nourishment project.

TASK 2. CONSTRUCTION OBSERVATIONS

CEC shall provide on-site inspection by a competent and qualified technical representative including the following. Provide on-site determinations of compliance with the Permits, Construction Plans and Technical Specifications, determination of work completed, keeping detailed records of quantities of materials, maintaining weather and working day reports, listing equipment on site, and reporting Contractor's performance and daily activities. Communicate with the City, County and Contractor and make deliberate efforts to provide inspection services only when the Contractor, their surveyors, or subcontractors are working.

Perform some or all of the following specific activities during their observation period:

- ☐ Project Layout: Monitor the Contractor's layout of the Project to assure its compliance with the Construction Plans and Technical Specifications.
- ☐ Site Access and Environmental Impacts: Monitor that the Contractor accesses the site through approved routes and conducts their work in accordance with the environmental protection measures as defined in the Permits, Construction Plans, and Technical Specifications. Document and report to the City and County any non-compliance with these measures as soon as practicable after observing same.
- ☐ Construction Progress: Monitor the progress of construction performed by the Contractor and any sub-contractors for conformance to the Construction Plans and Technical Specifications and any field or change orders issued by the County. Monitor the outfall of the hydraulic dredging activities and fill placement on the schedule and method defined in the Permits and Sediment Quality Assurance / Quality Control Plan to verify that the fill material is excavated and placed in accordance with the Permits and Sediment Quality Assurance / Quality Control Plan. Complete and submit daily inspection reports to the County for review including the Contractor's daily activity, significant events, amount of work performed including quantities of material placed, equipment on site, weather conditions, and any other pertinent information.
- ☐ Observation of Surveys: Observe the surveys conducted by the Contractor's surveyor to verify that methods, instrumentation, benchmarks, and records are done in accordance with the Project Technical Specifications.
- ☐ Material Placement: Conduct sediment sampling and analyses during construction and post-construction in accordance with the Sediment Quality Assurance / Quality Control Plan.
- ☐ Shorebird Monitoring: Conduct Permit required daily shorebird monitoring and reporting after February 15, 2025 if construction is still ongoing.

TASK 3. CONSTRUCTION SURVEYS

Conduct pre-construction and post-construction beach profile monitoring surveys of the active beach zone along the shoreline at each reference monument (R monument) from R-236 to R-239 along the historical azimuths and extents. Surveys will commence a minimum of 150 feet landward of the monument or from the edge of a building or road, whichever is encountered first, to a minimum offshore distance of 2,000 feet from the MHW line or an elevation of -30 feet, whichever is more landward. Profile data points along the beach portion of the profile survey will be collected at a maximum interval of 25 feet and at all breaks in grade. The beach portion of the profile survey will extend to a wading depth deep enough to ensure (at minimum) a 50-foot overlap with the offshore portion of the profile survey. Bathymetric data points shall be collected at a maximum spacing of 25 feet with a maximum offline horizontal deviation of 30 feet. Prepare necessary report sections for inclusion in the County's overall Post-Construction / Physical Monitoring Report.

Conduct pre- and post-construction beach profile surveys in acceptance sections having an approximate length of 1,000 feet per section. Pay profiles of active beach zone will be collected at 100-ft intervals. Surveys will be used to compute the Contractor's requests for payment and make recommendations to the City and County regarding the accuracy of the payment request amounts.

TASK 4. CONTINGENCIES

Due to the complex nature of the work involving marine environments, it is anticipated that additional work may be necessary such as data collection, permitting, stakeholders meetings, or agency coordination. A contingency budget is recommended for these circumstances. All scopes of work under this task must be reviewed and approved by the City Project Manager prior to conducting the additional work.

DELIVERABLES

For all specified deliverables, CEC will prepare and submit to the City a draft deliverable in electronic format (e.g., pdf file). CEC will review the draft deliverable with the City, make one (1) round of revisions as may be identified by the City, and submit one (1) hard copy and one (1) digital copy in the appropriate formats (e.g., Word, Excel, PowerPoint, AutoCAD, shape file, etc.) of all deliverables to the City. The following is a list of deliverables to be provided.

Task 1

- ☐ Technical Review Memorandum of Work Plan, Shop Drawings, and Submittals
- ☐ Construction Progress Meeting Minutes
- ☐ Pay Request Reviews and Recommendations
- ☐ Field Orders, Changes Orders, and Contract Modifications
- ☐ Substantial Completion Memorandum and Punch List
- ☐ Final Completion Memorandum

Task 2

- ☐ Construction Observation Reports
- ☐ Sediment Sampling Laboratory Test Results

Task 3

- ☐ Beach Profile Survey Field Notes (Pre/Post-Construction)
- ☐ Beach Profile Survey Plots (Pre/Post-Construction)
- ☐ Beach Profile Data Files (Pre/Post-Construction)
- ☐ Pay Survey Field Notes (Pre/Post-Construction)
- ☐ Pay Survey Profiles Plots and Pay Quantity Calculations (Pre/Post-Construction)
- ☐ Pay Survey Data Files (Pre/Post-Construction)

Exhibit B

Compensation and Method of Payment South Bonita Beach Hurricane Ian Repair

Date: JULY 30, 2024

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 7

Section 1 Change(s) in Compensation

The compensation the Consultant shall be entitled to receive for providing and performing the supplemented or changed services, tasks or work as set forth and enumerated in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, attached hereto shall be as follows:

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	CONSTRUCT PHASE SERVICES	\$21,520.00	LS	WIPP
2	CONSTRUCT OBSERVATIONS	\$21,830.00	LS	WIPP
3	CONSTRUCTION SURVEYS	\$65,380.00	LS	WIPP
4	CONTINGENCIES	\$7,360.00	LS	WIPP
TOTAL		\$116,090.00		

Compensation and Method of Payment – Page 2
South Bonita Beach Hurricane Ian Repair

Section 2 Summary of Change(s) in Compensation

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in this Change Order or Supplemental Task Authorization, the compensation the City has previously agreed to pay to the Consultant, as set forth in the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous CO or STA Nos.	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
STA 1	Bonita Trail Bridge Design Update & Permit Resubmittal		\$5,000.00	\$0.00	\$5,000.00
STA 2	Post Ian Bathymetric Surveys		\$26,070.00	\$0.00	\$26,070.00
STA 3	South Bonita Beach Design and Permit Services		\$44,140.00	\$0.00	\$44,140.00
STA 4	South Bonita Beach Bird Monitoring/Parcel Exhibits		\$9,600.00	\$0.00	\$9,600.00
STA 5	South Bonita Beach Bid Phase Services		\$7,920.00	\$0.00	\$7,920.00
STA 6	Bioreactor Pump Intake Survey		\$2,950.00	\$0.00	\$2,950.00
STA 7	South Bonita Beach Construction Phase Services		\$0.00	\$116,090.00	\$116,090.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
TOTAL		\$ 0.00	\$95,680.00	\$116,090.00	\$211,770.00

Exhibit C

Time and Schedule of Performance
South Bonita Beach Hurricane Ian Repair

Date: JULY 30, 2024

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 7

Section 1 Change(s) in Time and Schedule of Performance

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks or work set forth in this Change Order or Supplemental Task Authorization is as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	CONSTRUCT PHASE SERVICES	150	150
2	CONSTRUCT OBSERVATIONS	90	150
3	CONSTRUCT SURVEYS	120	150
4	CONTINGENCIES	60	210

Time and Schedule of Performance – Page 2
South Bonita Beach Hurricane Ian Repair

Section 2 Summary of the Impact of Change(s) in Time and Schedule of Performance on the Overall Project

Pursuant to and in consideration of the changes in the Scope of Professional Services in this Change Order or Supplemental Task Authorization, the time and schedule the City and the Consultant have previously agreed to for all of the work to be done under the Professional Service Agreement shall be changed as follows:

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
South Bonita Beach Hurricane Ian Repair

Date: JULY 30, 2024

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 7

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing the services, tasks or work required under this Change Order or Supplemental Task Authorization:

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
NONE		

EXHIBIT E

Project Guidelines and Criteria
South Bonita Beach Hurricane Ian Repair

Date: JULY 30, 2024

☐ Change Order Number: N/A

☒ Supplemental Task Authorization Number: 7

As a supplement or change to the project guidelines and criteria set forth in the Professional Services Agreement, the City has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the services, tasks or work to be provided pursuant to the professional services set forth in this Change Order or Supplemental Task Authorization as follows:

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

Item No. 1

NONE

EXHIBIT F

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Vendor Covered Transactions

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

VENDOR:

Coastal Engineering Consultants, Inc.

Company Name

092240449

DUNS Number

Signature

August 1, 2024

Date

Michael T. Poff

Print Name

28421 Bonita Crossings Blvd

Street Address

Bonita Springs

City

FL

State

34135

Zip Code

For City of Bonita Springs use only

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

Company: ☐ is debarred ☐ is not debarred

Verified by:

Name

Date

ITEM TITLE: Approve a special event permit and road closure for the annual Halloween In The Park event at Riverside Park on Saturday, October 26, 2024.

REQUESTOR: Lora Taylor, Communications Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: none

BACKGROUND:

The City of Bonita Spring's Halloween in the Park event is scheduled for Saturday October 26th, 2024 from 5:30 p.m. to 9:30 p.m. The event will include the annual movie in the park, a Halloween stroll, character actors, special lighting, as well as food and beverages. Additionally, we will be closing Old US 41 Road during the event between Wilson Street and Ragsdale Street.

Staff recommends not permitting the amplified sound to exceed 65 dB from the point of the closest residence during the duration of the event.

STAFF RECOMMENDATION: Approve Special Event Permit and road closure for Halloween in the Park at Riverside Park on Saturday, October 26, 2024.

ATTACHMENTS:

1. Special Event Application
2. Flyers

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 City of Bonita Springs
Nature of Event: Plateau in the Park 2024
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>10/26/2024</u>	<u>8am to 5:30pm</u>	<u>5:30pm to 9:50pm</u>	<u>9:30pm to 11pm</u>

For multiple dates, please attach letter.

Has this event been held in the past? Yes If so, when was the last event? 2023
Individual Contact for Activity/Event: Kurtzson Minor Phone: 239 949 6262
Address: 9101 Bonita Beach Rd SE Website: City website
E-Mail Address: N/A
Major Sponsor(s): N/A
Promoter(s): N/A Phone or Contact #: N/A

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

Yes ☒ No ☐

Actual Anticipated number: 2,000

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 ☐

- | | 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: <u>LCSD</u>
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. | ☒ | ☐ |

Yes No

15. Sanitary Facilities:

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

☐
☒

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

☐
☒

Will additional refuse containers/dumpsters be provided?

☒

[Handwritten signature]

If yes, by whom: Eagle Havers

16. Insurance Requirement: Permittee is required to obtain and present evidence of surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 general liability (personal injury) and \$100,000.00 property damage against all claims arising from permits issued pursuant to this ordinance, naming the city of Bonita Springs **as additional insured**. If the event poses higher risks than covered by such insurance, permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.
17. Non-Profits are required to provide either a form 990 or a financial report to the city showing revenue from the event where at least 10% of the proceeds will remain within the Bonita Springs area, supporting the community or charities, within 60 days after the event. If the event is of a non-monetary nature, the non-profit must show they provide an impact to 5% of the area.

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

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

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

[Handwritten Signature] 8/13/2024
Signature of Applicant Date

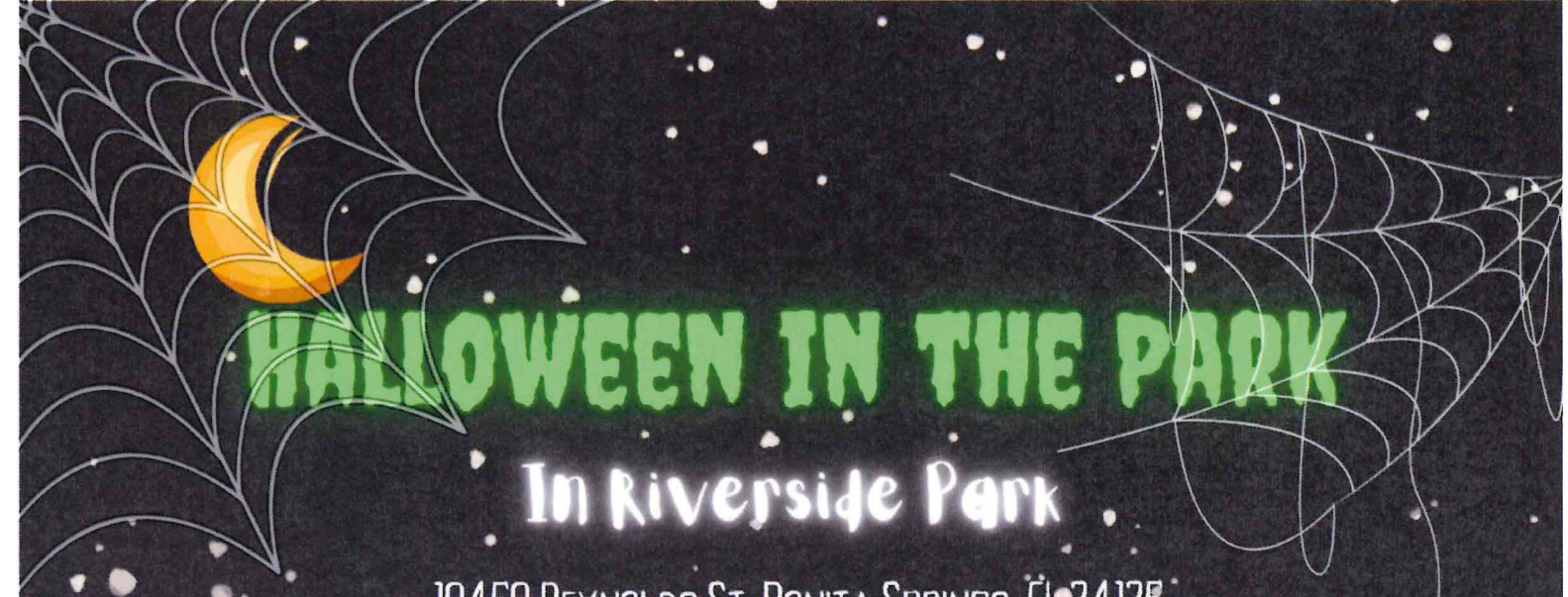
Comments: _____

City Manager Date

Comments: _____

Application Fee is non-refundable.





HALLOWEEN IN THE PARK

In Riverside Park

10450 REYNOLDS ST, BONITA SPRINGS, FL 34135

Saturday October 26th from 5:30pm to 9pm

- ENHANCED LIGHTING, FREE PUMPKIN DECORATING, FREE FACE PAINTING, PHOTO SCENE, CHARACTER ACTORS
- FOOD AND BEVERAGES AVAILABLE FOR PURCHASE!
- COMMUNITY PARTNERS

HALLOWEEN "TRICK OR TREAT" STROLL In Riverside

- 6PM TO 7:30PM

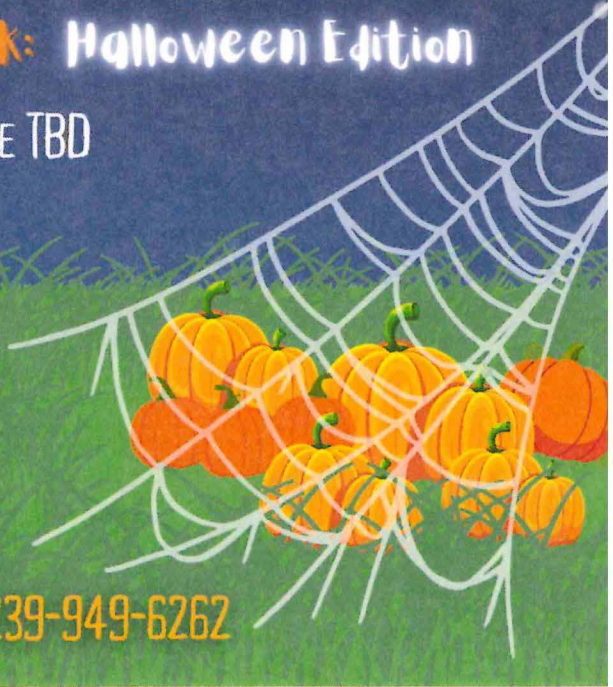
Movies in the Park: Halloween Edition

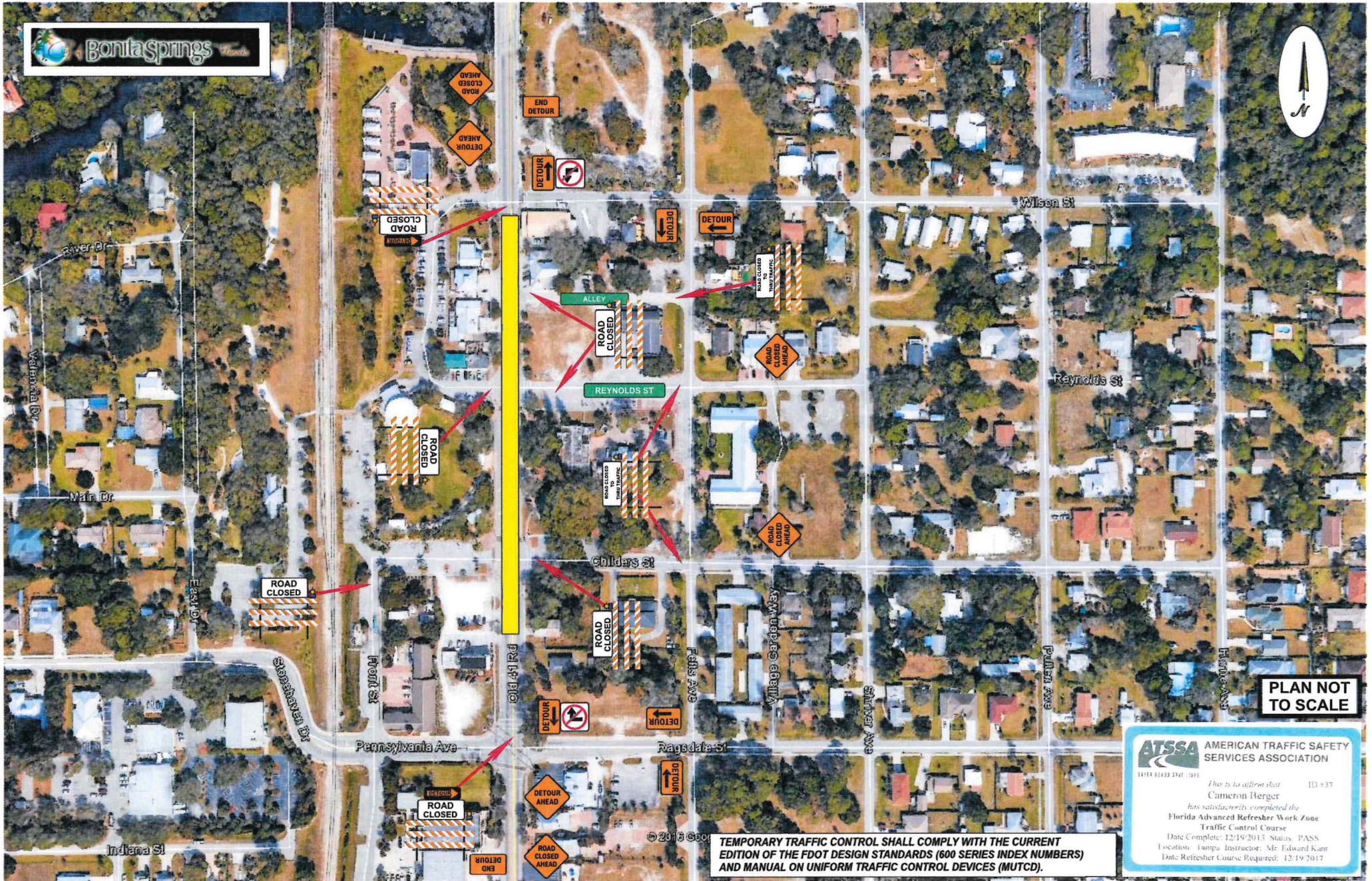
- 7:30PM TO 9PM MOVIE TBD

FREE
EVENT!



FOR QUESTIONS, PLEASE CALL 239-949-6262





PLAN NOT TO SCALE

**AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION**
EST. 1988

This is to affirm that
Cameron Berger
has satisfactorily completed the
Florida Advanced Refresher Work Zone Traffic Control Course
Date Complete: 12/19/2013 *Status:* PASS
Location: Tampa *Instructor:* Mr. Edward Kunt
Date Refresher Course Required: 12/19/2017

ID #37

© 2015 Geo
TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

ITEM TITLE: Approve the Fifth Amendment to the Second Concessionaire Agreement with CGT Kayaks, Inc. to extend the term of the agreement for an additional eight month term.

REQUESTOR: Nicole Perino, Parks and Recreation Director

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #8 Economic Development

BACKGROUND:

On December 3, 2014, the City entered into a Second Concessionaire Agreement with CGT Kayaks, Inc., which was set to expire on September 1, 2019. The Agreement provided for drop-in sites at both Riverside Park and River Park, includes an obligation of the City to issue an RFP for non-motorized vessel services at least one year prior to expiration, and dedicates Artist Cottage #6 for the Concessionaire's use.

On September 3, 2018, upon request by Mr. Paeno, Council approved extending the term of the Agreement for an additional three years due to extenuating circumstances that occurred during the term which impacted Concessionaire's business. The First Amendment provided for the following changes 1) Extended the agreement to September 1, 2022. 2) Removed River Park from the agreement 3) Removed the City's obligation to advertise for new proposals one year prior to expiration.

On August 17, 2022, Council approved a one-year extension to the current agreement due to the recent passing of CGT Kayaks CEO John Paeno, in order to allow Mr. Paeno's son, Nick Paeno to organize the affairs of the business. A little over a month later, Hurricane Ian caused widespread devastation to our community including damaging all 6 Artist Cottages with heavy amounts of waterway debris. This caused major interruptions to the Concessionaire's business.

CGT Kayaks, Inc has requested to extend the term of the agreement for an additional eight-month term in order to allow them to remain as the Concessionaire until the end of peak season as well as allowing for time to continue negotiations for a new contract or advertise a new RFP for Letters of Interest.

STAFF RECOMMENDATION: Approve the Fifth Amendment to the Second Concessionaire Agreement.

ATTACHMENTS:

1. Fifth Amendment to Second Concessionaire Agreement
2. Second Concessionaire Agreement

REVIEWERS:

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

**FIFTH AMENDMENT TO THE SECOND CONCESSIONAIRE AGREEMENT
BETWEEN THE CITY OF BONITA SPRINGS AND
CGT KAYAKS INC.**

THIS FIFTH AMENDMENT to a Second Concessionaire Agreement dated December 3, 2014, is made and entered into this ____ day of August, 2024, by and between the City of Bonita Springs, a Florida municipal corporation whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (the "City"), and CGT Kayaks, Inc., a Florida corporation whose mailing address is 27600 Horne Ave, Bonita Springs, Florida 34135 (the "Operator").

RECITALS

WHEREAS, the City and Operator first entered into a Second Concessionaire Agreement on December 3, 2014, entered into the First Amendment to the Agreement on May 15, 2019; entered into the Second Amendment on August 17, 2022; entered into the Third Amendment on May 6, 2023 and into the Fourth Amendment on February 21, 2024 (the "Agreement"); and

WHEREAS, the Agreement is currently set to expire on August 31, 2024; and

WHEREAS, the City Council now wishes to extend this Agreement for an additional eight months to allow continued operations through the peak season.

NOW, THEREFORE, in consideration of the above premise and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Operator hereby agree as follows:

1. The recitals set forth above are true and correct and incorporated into the terms of this Agreement as if set forth herein at length.
2. The term of the Agreement is hereby extended for a period of eight (8) months and shall expire on April 30, 2025.
3. Operator must provide the City with a Certificate of Insurance evidencing appropriate workers compensation insurance as required by Chapter 440 of the Florida Statutes prior to the commencement of the extended term authorized hereunder. Alternatively, Operator may elect to file an exemption in order to satisfy the requirements of Chapter 440.
4. All other terms of the Agreement, attached hereto and incorporated herein by reference, shall remain the same.

IN WITNESSETH WHEREOF, the City and Operator have caused this Fifth Amendment to the Second Concessionaire Agreement to be executed and shall become effective as of the date first written above.

CITY OF BONITA SPRINGS

OPERATOR

Mayor Rick Steinmeyer

Nick Paeno, CEO
CGT Kayaks, Inc

ATTEST:

Mike Sheffield, City Clerk

Date: _____

APPROVED AS TO FORM: _____
City Attorney's office

**FIRST AMENDMENT TO THE SECOND CONCESSIONAIRE AGREEMENT
BETWEEN THE CITY OF BONITA SPRINGS AND
CGT KAYAKS INC.**

THIS FIRST AMENDMENT to a Second Concessionaire Agreement dated December 3, 2014 is made and entered into this 15 day of May, 2019, by and between the City of Bonita Springs, a Florida municipal corporation whose mailing address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (the "City"), and CGT Kayaks, Inc. (f/k/a Calusa Ghost Tours, Inc.), a Florida corporation whose mailing address is 27313 Old 41 Road, Bonita Springs, Florida 34135 (the "Operator").

RECITALS

WHEREAS, the City and Operator first entered into a Second Concessionaire Agreement on December 3, 2014 (the "Agreement"); and

WHEREAS, the Agreement is currently set to expire on September 1, 2019; and

WHEREAS, Operator has requested to extend the Agreement for three additional years due to extenuating circumstances that affected his business for a substantial portion of the current term; and

WHEREAS, negotiations have caused the need to modify certain terms of the Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Operator hereby agree as follows:

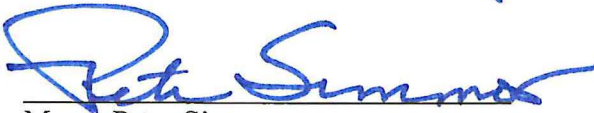
1. The recitals set forth above are true and correct and incorporated into the terms of this Agreement as if set forth herein at length.
2. The term of the Agreement is hereby extended for a period of three years and shall expire on September 1, 2022.
3. The City is hereby released from its obligation to advertise for new proposals at least one year prior to expiration.
4. Paragraphs 1-7 of the section titled River Park, and any other reference to River Park, shall be void and considered removed from the Agreement.
5. Operator must provide the City with a Certificate of Insurance evidencing appropriate workers compensation insurance as required by Chapter 440 of the Florida Statutes prior to the commencement of the extended term authorized hereunder. Alternatively, Operator may elect to file an exemption in order to satisfy the requirements of Chapter 440.

6. All other terms of the Agreement, attached hereto and incorporated herein by reference, shall remain the same.

IN WITNESSETH WHEREOF, the City and Operator have caused this First Amendment to the Second Concessionaire Agreement to be executed and shall become effective as of the date first written above.

CITY OF BONITA SPRINGS

OPERATOR



Mayor Peter Simmons



John Paeno, CEO
CGT Kayaks, Inc.

ATTEST:



City Clerk

Date: 5/17/19

APPROVED AS TO FORM:



City Attorney's Office

**SECOND CONCESSIONAIRE AGREEMENT
BETWEEN
CITY OF BONITA SPRINGS AND JOHN PAENO'S CALUSA GHOST TOURS
(2014 – 2019)**

This Concessionaire Agreement is approved this ____ day of _____, 2014, by and between the City of Bonita Springs, ("City") municipality within the State of Florida, and John Paeno's Calusa Ghost Tours, Inc., ("Operator"), a Florida corporation, licensed to do business in the State of Florida, who agree as follows:

Riverside Park

1. Operator will provide kayaks, canoes, paddleboards and other non-motorized vessels (collectively referred throughout this agreement as "non-motorized vessels") to the public departing from the docks at Riverside Park owned by the City, on the south side of the river, 27300 Old US 41 Road.
2. Operator will provide non-motorized vessels to the public from 9:00 A.M. to 3:00 P.M. during June to September, and 9:00 A.M. to 5:00 from October to May, at least two (2) days per week year-round, of which one day must be on the week-end (Saturday or Sunday). These days are the minimum days of operation. Operator, at its option, may operate on additional days or hours of the week.
3. Riverside Park Compensation: In consideration for the rights and privileges granted, including the use of Cottage No. 6, the Operator agrees to pay the city 2% percent of the gross receipts derived each month during winter season (October to May) from the Operator, with a minimum guarantee of \$300.00 per month. During summer season (June to September), Operator agrees to pay the City a flat rate of \$200.00 per month.
4. Cottage No. 6 is dedicated for use by the Operator under this Concession Agreement, provided that the Operator uses at least 70% of the floor space within the cottage for art, with up to 25% for paddling accessories and snacks and beverages, and up to 5% for non-motorized vessel rental. Operator may have one Kayak or other non-motorized vessel located outside of his cottage on the Liles Plaza area to promote the non-motorized vessel concession. The remainder of the non-motorized vessels will be stored and maintained at Riverside Park dockside in the green space or secured off-site by Operator.
5. It is anticipated that the Operator will bring artists to demonstrate applied arts and storytelling at Riverside Park. It is the responsibility of the Operator that any artist that is brought to the premises, either within or outside of the Cottage, be covered by the Operator's general liability insurance coverage. Any activity or program, including non-motorized vessel rental, must be coordinated with the Parks and Recreation Director so as to make sure that the activity or program does not interfere with other activities at Riverside Park. In no way may the Operator use

BSC-14-12-192

the premises that would inhibit or interfere with the other users of the Cottage or the occupants of the Liles Hotel. The Parks and Recreation Director will resolve any dispute between the Operator and any other occupant or lessee, with failure to abide by that determination may be grounds for termination.

River Park

1. Operator will provide non-motorized vessels to the public departing from the docks at River Park, (West of U.S. 41 on Imperial River), Bonita Springs for the Imperial River.
2. Due to limited parking space for patrons, Operator is granted the exclusive concession for a drop-in / drop-off at River Park (West of U.S. 41 on Imperial River). For the duration of this Agreement, the City will amend its Parks and Recreation Ordinance to prohibit other commercial vendors from using River Park for a drop-in / drop-off with their clients.
3. Operator has the non-exclusive use of the non-motorized vessel launching public pier and dock, but may not charge patrons for the use thereof. Operator does not have the right to charge the general public who uses City facilities with their own non-motorized vessels.
4. Nothing in this concession shall be construed to permit permanent fixtures or signage at River Park, unless otherwise agreed to by the consent of the Parks and Recreation Director. Permanent fixtures may include a paddle craft rack, a rental kiosk and signage. Operator may maintain the storage trailer on site at a City designated area until such time that the City completes the development of the park.
5. The Operator agrees to pay the city 10% percent of the gross receipts derived each month from any sales generated from the River Park (including but not limited to rentals, food, beverages, merchandise and all other items offered for sale). For purposes of determining calculation of gross receipts, a sale will include any patron that launches or returns a non-motorized vessel to River Park, regardless of where the point of sale occurs (e.g., Operator may use a cash register or credit card machine at a different location, including through electronic means, but if a customer either has drop in or drop off of a non-motorized vessel at River Park, Operator must treat that sale as a sale generated from River Park. There is no minimum guaranty of payment at River Park.
6. Operator will provide non-motorized vessel to the public at least ten (10) hours per week, at a minimum of two (2) days per week year-round, of which one day must be on the week-end (Saturday or Sunday). These days are the minimum days of operation. Operator, at its option, may operate on additional days or hours of the week.

7. Operator will hold promotional events at River Park at least four times per year, at least one month apart. Operator will submit flyers advertizing the events at least two weeks prior to the event to the Parks and Recreation Director so that it may be advertised by the City. Operator charging for the event does not need to be in Exhibit A, but must be approved by the Parks and Recreation Director prior to the event.

General Terms

8. Operator will continue to provide services through September 1, 2019. The City will issue a Request for Proposals (RFP) for non-motorized vessel services at least one year prior to expiration. Operator is eligible to apply for the services. The City reserves the right to modify the terms of the RFP as it deems fit.
9. The Operator shall provide at its own expense all equipment. The Operator shall provide and maintain its equipment in good condition. The design and location of the concession area is subject to the approval of the Parks and Recreation Director.
10. The Operator agrees to reimburse the city for any expenses involved in the installation and additional utility connections for new or relocated equipment. Operator also agrees to reimburse the city on a monthly basis for the amount of electrical energy consumed as a result of the concession operation above and beyond the utilities used within the cottage at Riverside Park.
11. All food, beverages, merchandise and all other items offered for sale and the prices to be charged by the Operator shall be subject to the approval of the Parks and Recreation Director. The list of items and prices to be charged must be submitted by the Operator and will be incorporated into this Agreement, upon approval of both parties. The maximum price list for non-motorized vessel rentals, as well as any additional services to go into effect upon execution of this Agreement, is attached as Exhibit A.
12. During the life of this agreement the Operator shall obtain written approval from the Parks and Recreation Director to make any changes to the concession or to increase the price of rental equipment.
13. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar non-motorized vessel rentals in the area.
14. The Operator shall keep proper books, records and accounts accurately reflecting total gross sales of the concession and all sums owing to the city. The books, records and accounts shall be available for inspection in the city of between the

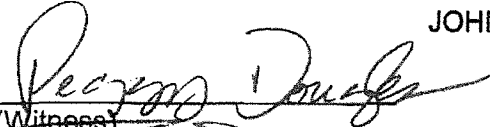
hours of 9:00 a.m. to 5:00 p.m. Mondays through Fridays, inclusive, by any authorized agent of the city.

15. On the tenth day of each month of operation during the life of this agreement, the Operator shall submit to the Parks and Recreation Director a statement, showing for each operating location as designated in this agreement, the total daily and total gross receipts for the month accompanied by payment in full of all amounts which may be due the city; the statement shall be in the detail and form as may be required by the Parks Director. Acceptance by the city of any statement of payment shall not prevent the city from later making a claim for adjustment by reason of errors or omission in the statement or payment.
16. The Operator shall appoint an employee who shall have full and complete control over the operation of the concession and who shall be responsible for all pertinent books and records and all payments made to the city. The Director shall arrange a daily schedule so that he or she will be available to agents of the city during normal business hours on 24 hours' notice.
17. All concessions shall be operated by the Operator's employees.
18. The Operator shall pay all license fees, taxes and comply with all rules, regulations and policies imposed by any city, state or federal authority. The fees and taxes shall not be deducted from any rentals or fees due the city.
19. Additional areas shall be designated for any new concession areas and locations, or activities sponsored by the city, that may become available during the life of this concession upon the request of the Parks and Recreation Director.
20. The location of the Operator's trucks and trailers, and the driveways used for access to these locations at both Liles Hotel and River Park, must meet with the approval of the Parks and Recreation Director.
21. Operator should indicate minimum inventories of rental goods. It is anticipated at least 6 canoes and 10 kayaks of general recreational category must be available for rental at all times and must be of premium quality and maintained in good working order. Additionally, operator must maintain canoe and kayak accessory goods (i.e. paddles, Personal Flotation Devices (PFD's), carriers, etc.). Retail sales may be permitted, as an incidental, consistent with Exhibit A.
22. All employees of operator shall be required to reflect a neat, clean appearance and conduct themselves in a pleasant, helpful, cheerful manner. All employees of Operator will wear Lessee's company identification with employee's name, either with a badge or embroidered on shirt.
23. Operator may make non-exclusive use of the public parking lot adjacent to the leased premises.

24. Operator may make non-exclusive use of the non-motorized vessel launching public pier and dock, but may not charge patrons for the use thereof. Operator does not have the right to charge the general public who uses City facilities with their own non-motorized vessels. The City will maintain and repair as needed existing non-motorized vessel launch facilities utilized as part of this Agreement.
25. Operator shall provide, hold, and have in place at the time of the execution of this Agreement all required insurances and licenses for conducting public water transportation on the Imperial River. Operator will comply with Florida Statutes §327.54 and §327.70. Operator shall procure and maintain Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence for bodily injury and property damage. Said coverage shall include contractual liability relative to this Agreement and list the City Council of Bonita Springs as an additional insured. In addition, Operator shall be responsible for All Risk Property damage coverage including flood, where applicable, for their use of the property on City owned premises. Evidence of the above mentioned coverage shall be submitted to the City via a Certificate of Insurance.
26. Signs will be posted stating that neither the City nor Operator will assume responsibility for lost, stolen or damaged property left on non-motorized vessels, or at the park. Prior to any sign placement, the operator will show plans of the sign to the Parks and Recreation Director who will approve the sign if he determines it is of professional quality. In the alternative, Parks and Recreation may provide signage to assist the public in finding the location of the operator. Further, the City will not be responsible to Operator for damage or loss to the vessels or any equipment that has been placed on City premises. The City will not be responsible for injuries to any person, where such injuries occur during the use of the vessels or tours.
27. In the event that Operator neglects to pay the City the compensation as specified in this Agreement, the City may terminate this agreement immediately without further notice as specified below.
28. Audit privileges of Federal Income Tax returns of the business or the corporation responsible for reporting same are specifically included under this agreement.
29. Any modifications or changes to the agreement; location of non-motorized vessels, operation of non-motorized vessels or any other information pertinent to this agreement shall be delivered via US Mail or facsimile during the term of the agreement with a minimum of 30 days before the expiration of the agreement.
30. The City or Operator may terminate this agreement at any time with no less than 60 days' notice to the non-terminating party if there has been a specific breach of one or more of the articles contained above, or by mutual agreement.

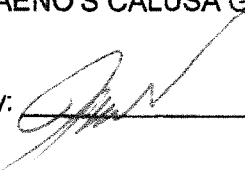
31. Operator reserves the right to add additional tours in anticipation of high volume or remove tours if they are not producing sufficient income to support the tours and/or maintenance costs. City reserves the right to procure other vendors at its locations through a proposal process, in which event operator maintains the right to submit a letter of interest.
32. Operator shall protect, defend, indemnify, save and hold the City, the City Council of Bonita Springs, its agents, officials, employees and servants, including any volunteers, any firm, company, organization or individual, or their contractors or subcontractors with whom Operator may be contracted, harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, including incidental, special, actual, punitive, consequential, indirect, environmental pollution, judgments, losses, costs, expenses, suits, actions and causes of action of every kind and character, for claims based on the negligence, misconduct, or omissions of the Operator resulting from the company's non-performance of any of its obligations or operations under this Agreement, which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from the Operator's performance or non-performance of its obligations or operations under this Agreement, except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the City, its officials, commissions, employees or agents which are subject to the limitations as set out in Florida Statutes §768.28, as amended. Further, the Operator hereby agrees to indemnify the City for all reasonable expenses and attorney's fees incurred by or imposed upon the City in connection therewith for any loss, damage, injury or other casualty. The Operator additionally agrees that the City may employ an attorney of the City's own selection to appear and defend any such action, on behalf of the City, at the expense of the Operator. The Operator further agrees to pay all reasonable expenses and attorney's fees incurred by the City in establishing the right to indemnity.

IN WITNESSETH WHEREOF, the CITY and the OPERATOR have caused this license to be executed under seal the day and year first above written.

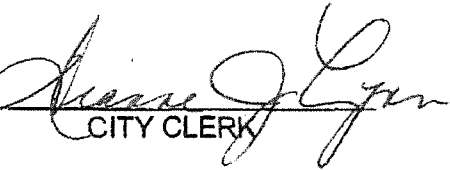

(Witness)

(Witness)

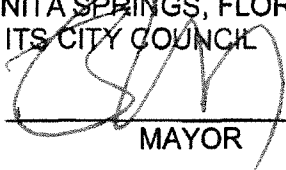
JOHN PAENO'S CALUSA GHOST TOURS, INC.

By: 

Approved at a City Council meeting on the 3 day of Dec., 2014.

By: 
CITY CLERK

BONITA SPRINGS, FLORIDA
BY ITS CITY COUNCIL

By: 
MAYOR

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY


CITY ATTORNEY

Exhibit A

Nicole to get new prices

Single Kayaks

\$25 for 1 ½ hours

\$35 for ½ day

\$50 for full day

Tandem Kayaks and Canoes

\$40 for 1 ½ hours

\$50 for ½ day

\$60 for full day

Tours

ECO Tour (2 hours) \$40 per person

Bat Tour (2 hours) \$40 per person

Beginner Class (2 hours) \$40 per person

CGT Kayaks

Complimentary bottle of water comes with all tours and rentals

PFD, whistle, paddle, & USCG inspected paddle craft provided

Rentals

Singles & SUPs

\$25 1.5 hrs

\$35 half day

\$50 full day

Tandem & canoes

\$40 1.5 hrs

\$50 half day

\$60 full day

\$10 delivery charge if off our designated sites

2 hr - Tours

Eco \$40

Imperial River \$40

Oak Creek \$40

Bat \$40

Bay Front \$40

Beginners class \$40

Summer and Group Rates:

Groups over 10 - 10% discount -

Non-profits - 50% - 100% discounts for example, Bonita Leadership - we will be donating our services for up to 30 people 100% free in Nov. In the past we split rentals 50% - 50% with the Cancer Society.

We also have coupons for \$5 off distributed throughout the county.

ITEM TITLE: Presentation by Q. Grady Minor & Associates, PA for the Rosemary Drive Stormwater and Multi-Use Pathway Project

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 1) Stormwater Management, 2) Transportation, 7) Government Transparency

BACKGROUND: City Council approved an agreement with Lee County Human and Veteran Services on April 19, 2023 for the City's entitlement allocation of U.S. Housing and Urban Development Community Development Block Grant funds for multiple years totaling \$668,111. The funds are designated for the Rosemary Drive Stormwater and Multi-Use Pathway Engineering Design Services Project.

Q. Grady Minor & Associates, PA was hired through a competitive bid process and the contract was approved by City Council at the December 20, 2023.

Q. Grady Minor & Associates, PA recently completed the 30% construction plans and in conjunction with city staff held a neighborhood meeting on June 25, 2024 to get feedback on the preliminary designs.

The engineer will provide a project overview and include neighborhood feedback for the final design of the Rosemary Drive Project.

STAFF RECOMMENDATION: Receive the presentation from Q. Grady Minor & Associates, PA for the Rosemary Drive Stormwater and Multi-Use Pathway Project.

REVIEWERS:

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

ITEM TITLE: Presentation of the June Financial Report and discussion of fiscal year 2024-2025 budget.

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

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: #7 Government Transparency

BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for June 30, 2024. This report is for nine months of operations in the 2023-2024 fiscal year.

Staff will also be presenting budget materials for discussion and direction.

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

REVIEWERS:

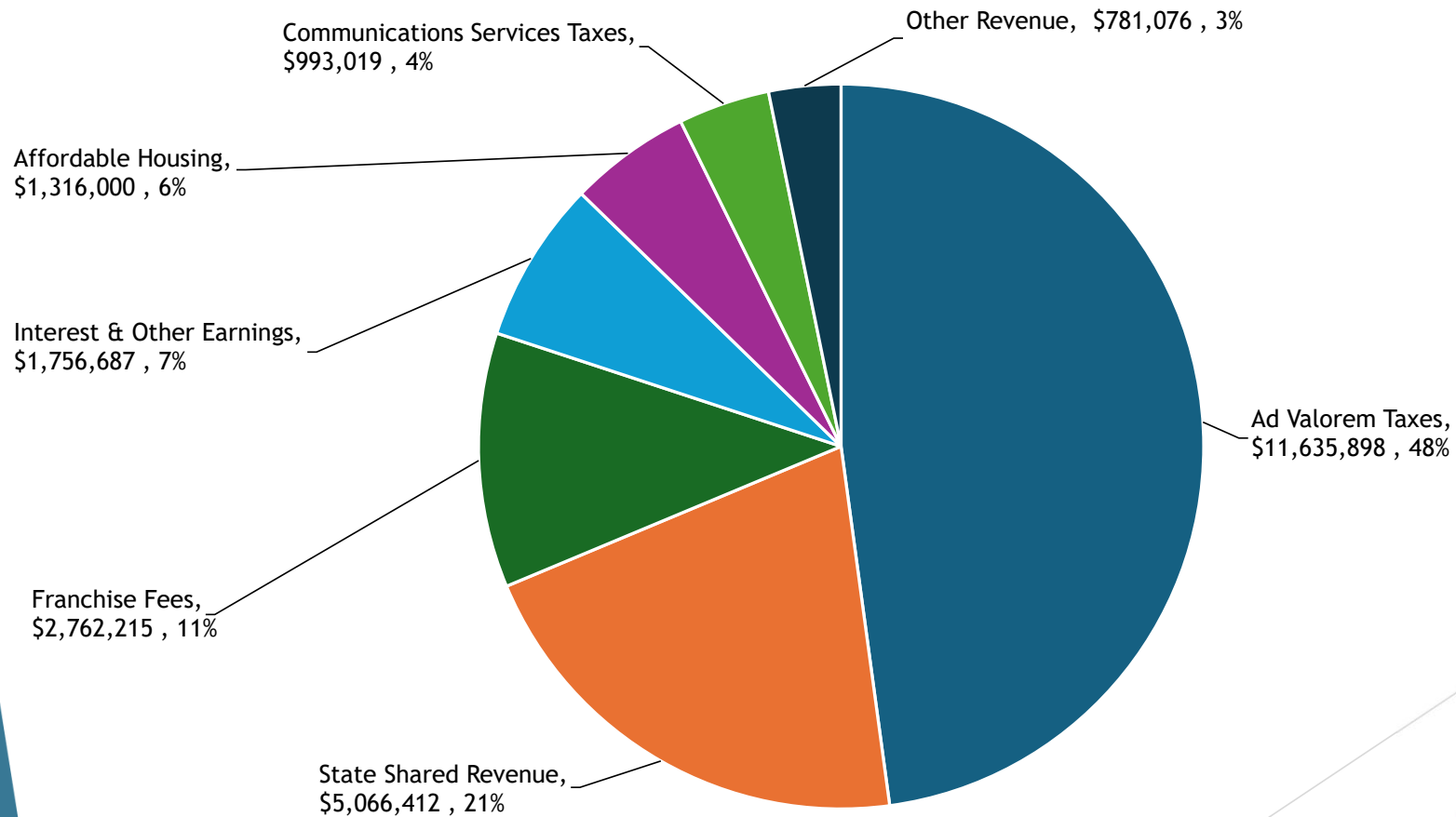
City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Lisa Griggs Roberson

June Financial Report & Budget Update

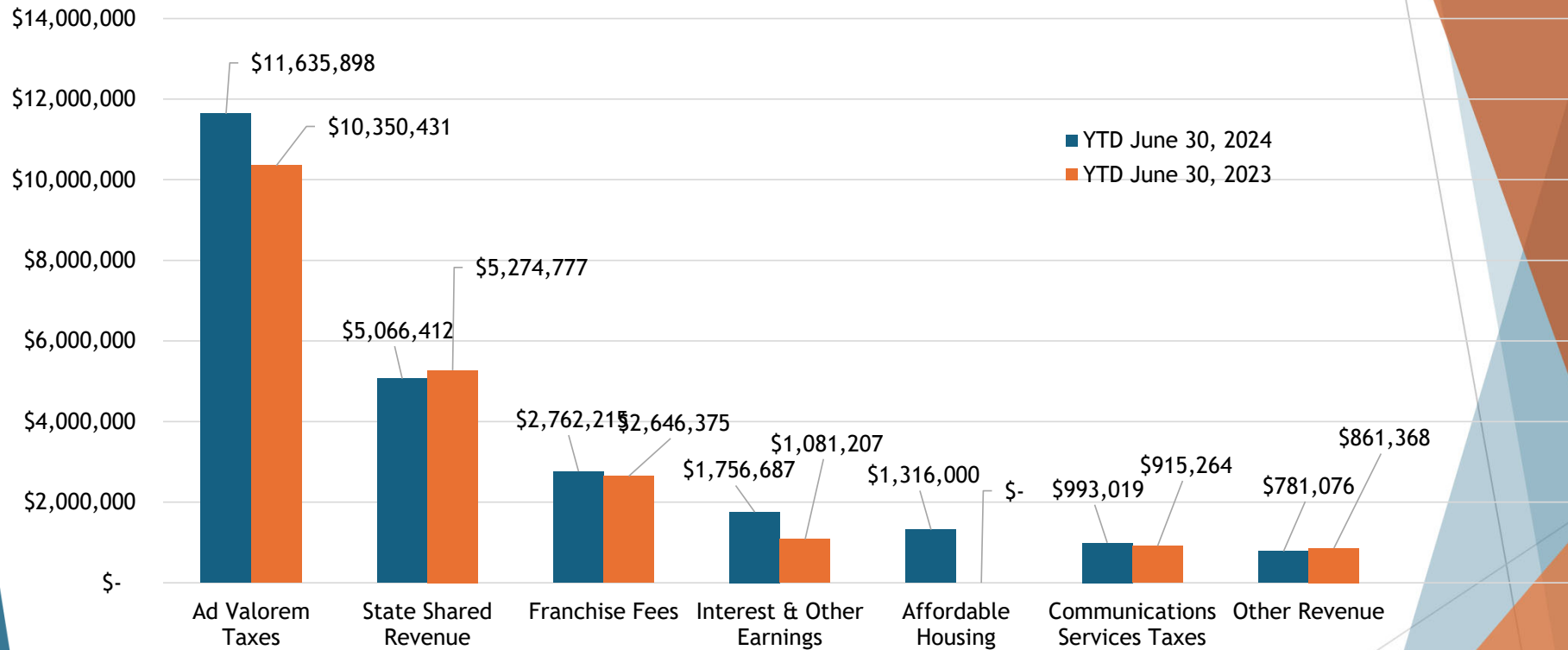


Presented August 21, 2024

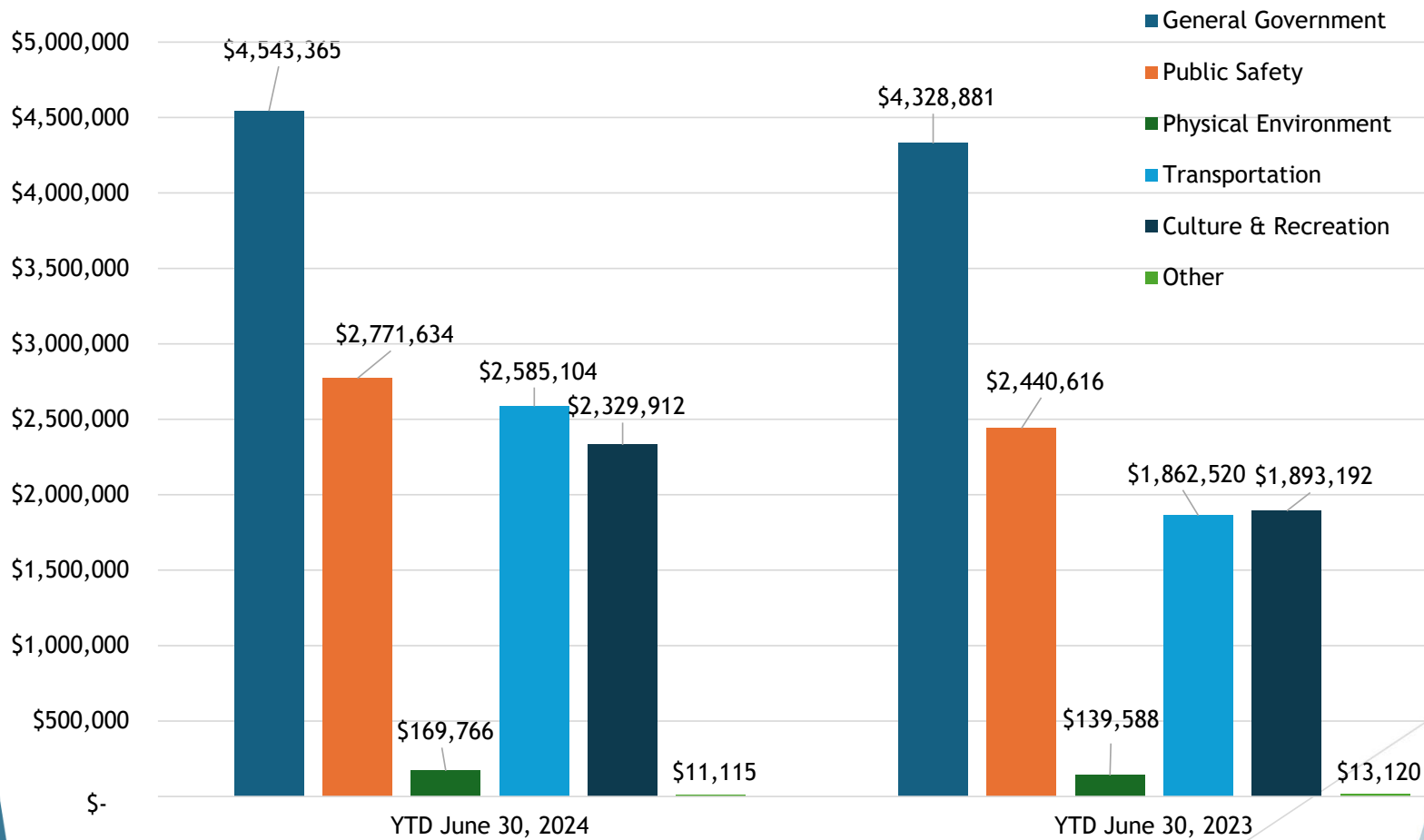
General Fund Revenue as of June 30, 2024



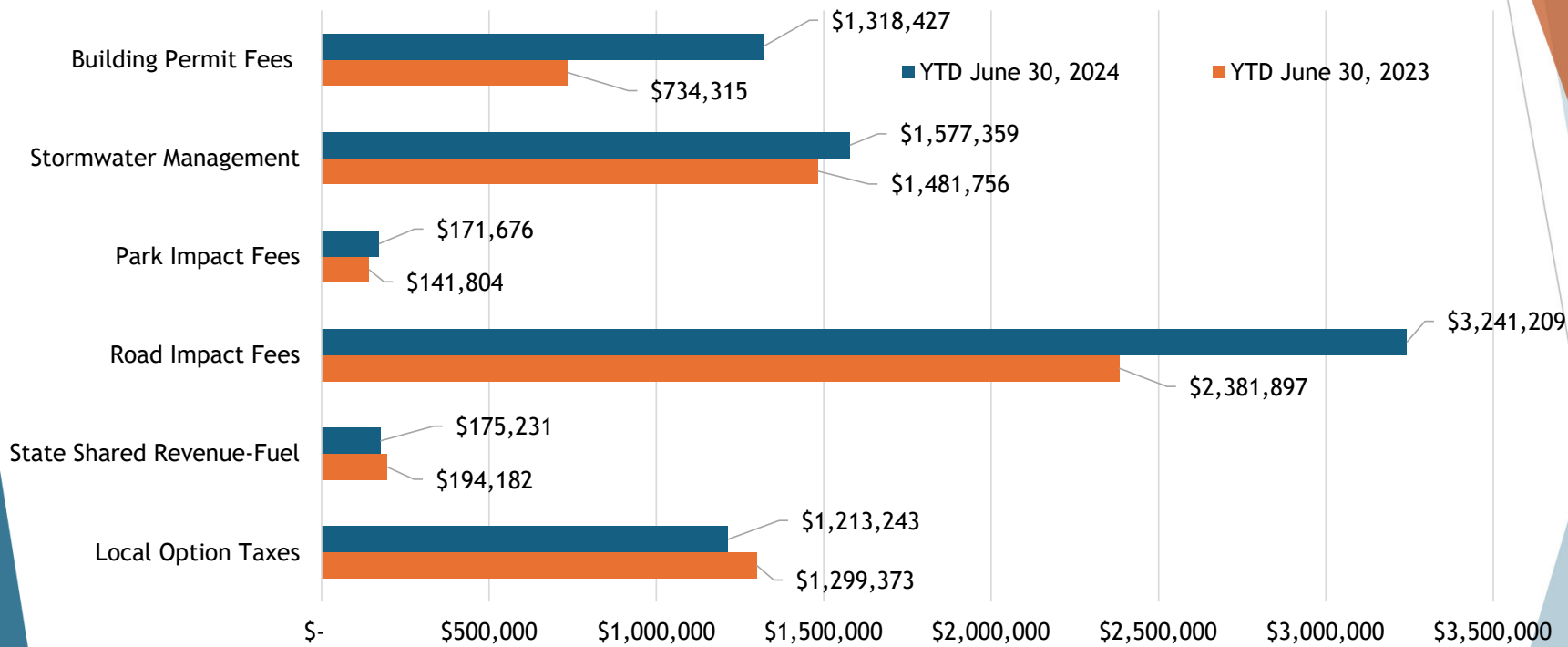
General Fund Revenue



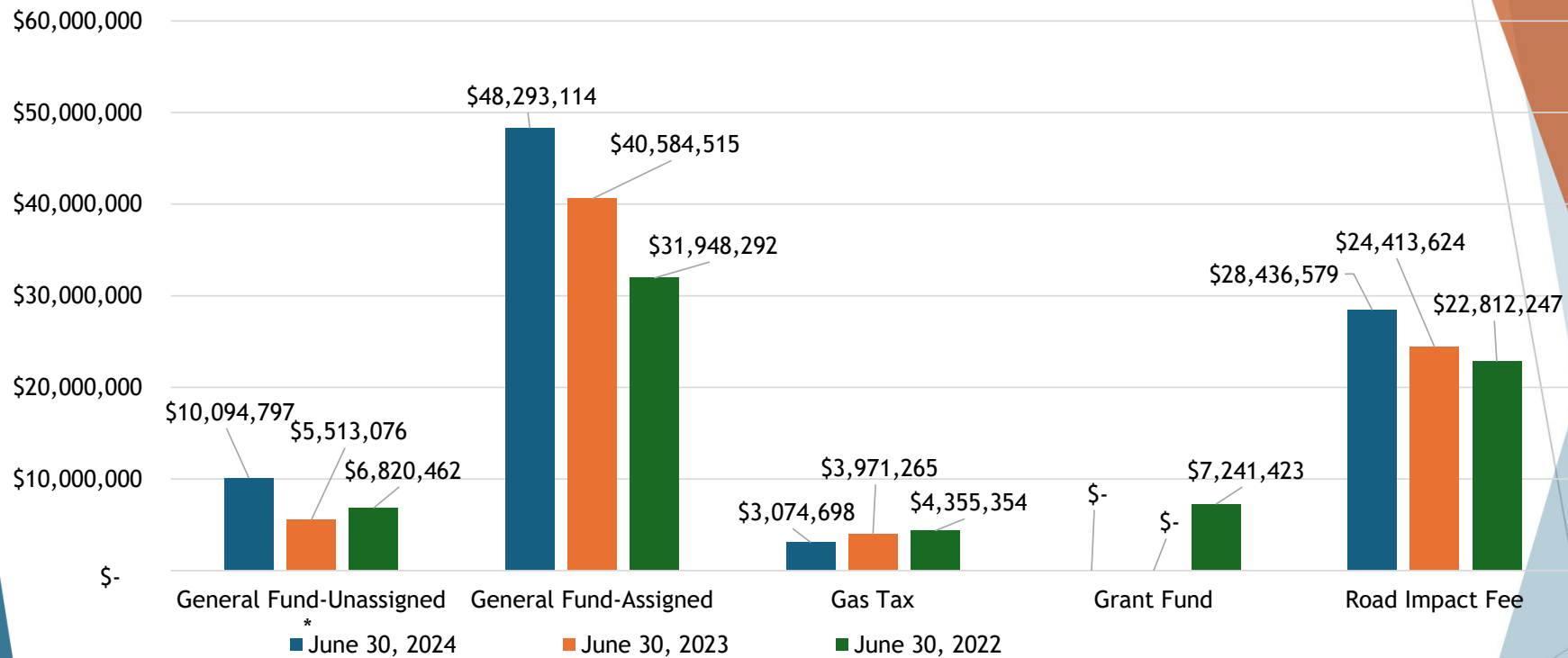
General Fund Expenditures



Restricted Revenue

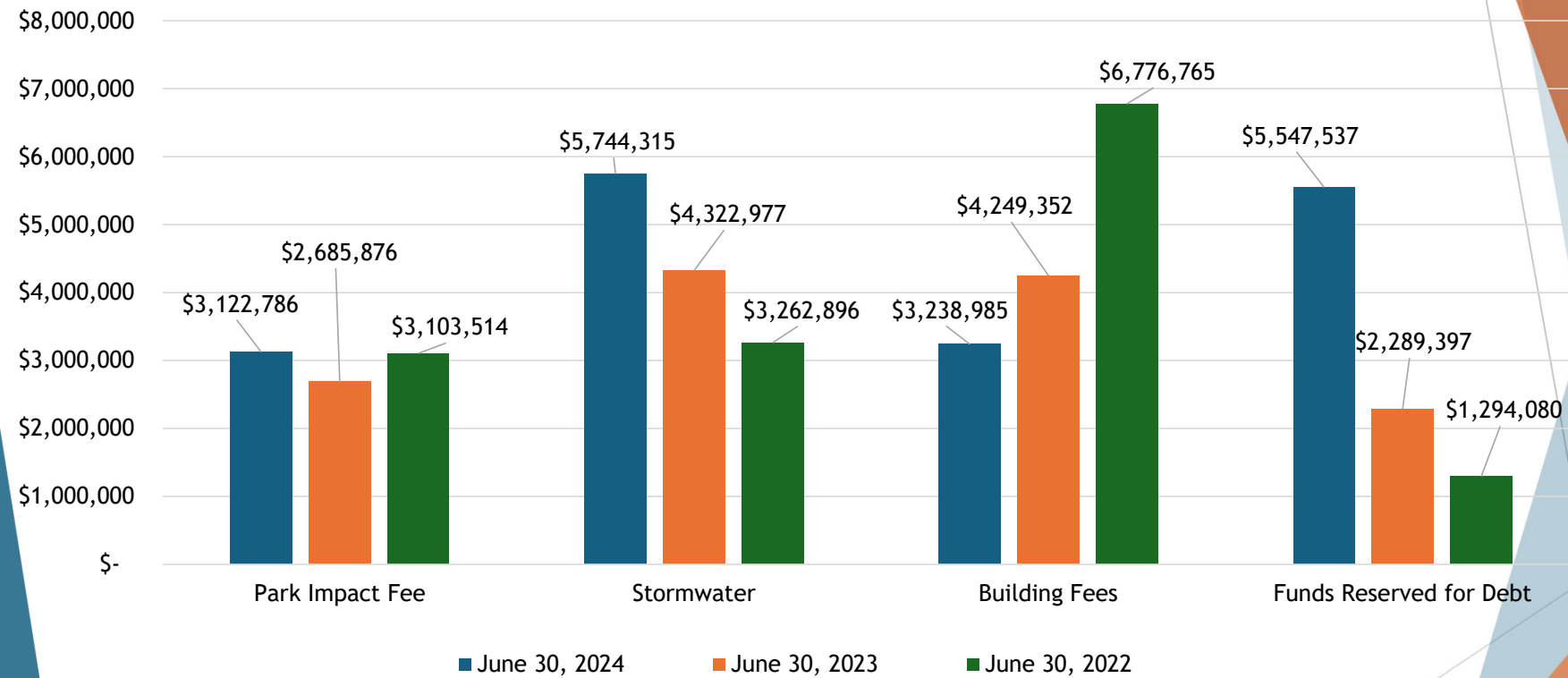


Cash Balances



* General fund unassigned fund balance will be calculated at the end of the fiscal year along with the audit completion.

Cash Balances



Budget Calendar

- Wednesday, August 21st @ 9:00 am- Budget Updates
- Wednesday, *September 4th @ 5:30 pm* - Tentative Budget Hearing including Millage Rate Vote
- *Wednesday, September 18th @ 5:30 pm* - Final Budget Hearing including Millage Rate Vote

City of Bonita Springs, Florida
Balance Sheet
As of June 30, 2024

	Special Revenue Funds										
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	Total Governmental Funds
				Road	Park						
ASSETS											
Cash and cash equivalents	\$ 58,387,911	\$ 3,074,698	\$ -	\$ 28,436,579	\$ 3,122,786	\$ 5,744,315	\$ 3,353,148	\$ 3,547,537	\$ 2,000,000	\$ -	\$ 107,666,974
Receivables (net)	401,551	-	-	-	-	-	-	-	-	-	401,551
Due from other govt	-	-	279,849	-	-	-	-	-	-	-	279,849
Due from other funds	2,869,791	-	-	-	-	-	-	-	-	-	2,869,791
Total assets	\$ 61,659,253	\$ 3,074,698	\$ 279,849	\$ 28,436,579	\$ 3,122,786	\$ 5,744,315	\$ 3,353,148	\$ 3,547,537	\$ 2,000,000	\$ -	\$ 111,218,165
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 18,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,912
Accrued liabilities	6,003,515	-	-	-	-	-	-	-	-	-	6,003,515
Due to other funds	-	222,401	2,406,375	-	-	-	114,163	-	-	126,852	2,869,791
Due to other governments	113,550	-	-	63,972	-	-	-	-	-	-	177,522
Total liabilities	6,135,977	222,401	2,406,375	63,972	-	-	114,163	-	-	126,852	9,069,740
Total fund balances, beginning of the year	46,154,639	3,377,513	-	25,592,993	2,885,250	4,331,609	3,937,869	2,202,077	-	-	88,481,950
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	9,368,637	(525,216)	(2,126,526)	2,779,614	237,536	1,412,706	(698,884)	1,345,460	2,000,000	(126,852)	13,666,475
Fund balances	55,523,276	2,852,297	(2,126,526)	28,372,607	3,122,786	5,744,315	3,238,985	3,547,537	2,000,000	(126,852)	102,148,425
Total liabilities and fund balances	\$ 61,659,253	\$ 3,074,698	\$ 279,849	\$ 28,436,579	\$ 3,122,786	\$ 5,744,315	\$ 3,353,148	\$ 3,547,537	\$ 2,000,000	\$ -	\$ 111,218,165



City of Bonita Springs, FL

General Fund Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 06/30/2024

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	11,633,600.00	11,633,600.00	43,215.03	11,635,898.43	-2,298.43
315 - Communications Services Taxes	1,323,000.00	1,323,000.00	124,180.62	993,019.27	329,980.73
316 - Local Business Taxes	30,000.00	30,000.00	286.12	7,585.53	22,414.47
323 - Franchise Fees	3,733,800.00	3,733,800.00	327,395.44	2,762,214.68	971,585.32
329 - Other Permits, Fees & Special Assessment	41,100.00	41,100.00	5,005.00	43,285.00	-2,185.00
335 - State Shared Revenue	7,235,400.00	7,235,400.00	626,968.64	5,066,412.41	2,168,987.59
341 - General Government	322,700.00	322,700.00	42,068.00	277,043.49	45,656.51
343 - Physical Environment	112,200.00	112,200.00	13,350.00	92,800.00	19,400.00
345 - Economic Environment	0.00	0.00	0.00	1,316,000.00	-1,316,000.00
347 - Culture/Recreation	95,300.00	95,300.00	6,300.81	73,024.19	22,275.81
349 - Other Charges for Services	48,000.00	48,000.00	5,495.41	44,479.57	3,520.43
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	7,043.13	40,481.36	-18,081.36
354 - Fines Local Ordinance	140,000.00	140,000.00	7,705.00	81,974.45	58,025.55
361 - Interest & Other Earnings	800,000.00	800,000.00	244,841.55	1,756,687.34	-956,687.34
362 - Rents & Royalties	65,000.00	65,000.00	2,710.00	67,726.13	-2,726.13
366 - Contributions	0.00	0.00	80.00	400.00	-400.00
369 - Other Misc Revenues	8,000.00	8,000.00	1,074.73	7,190.96	809.04
381 - Transfers In	0.00	0.00	1,499,912.16	1,537,912.16	-1,537,912.16
388 - Proceeds of General Capital Dispositons	0.00	0.00	0.00	45,086.35	-45,086.35
Revenue Total:	25,610,500.00	25,610,500.00	2,957,631.64	25,849,221.32	-238,721.32
Expense					
51 - General Government	7,593,419.00	7,724,704.00	531,117.35	4,543,364.77	3,181,339.23
52 - Public Safety	4,163,832.00	4,163,832.00	97,141.31	2,771,633.69	1,392,198.31
53 - Physical Environment	459,034.00	459,034.00	13,898.30	169,766.29	289,267.71
54 - Transportation	4,337,759.00	4,415,338.00	311,836.31	2,585,104.33	1,830,233.67
55 - Economic Environment	27,550.00	27,550.00	0.00	0.00	27,550.00
56 - Human Services	147,070.00	147,070.00	890.00	11,115.00	135,955.00
57 - Culture & Recreation	3,923,742.00	4,106,583.00	330,470.68	2,329,912.49	1,776,670.51
58 - Other Uses/Transfers Out	14,674,616.00	39,025,977.00	138,739.22	4,069,687.54	34,956,289.46
Expense Total:	35,327,022.00	60,070,088.00	1,424,093.17	16,480,584.11	43,589,503.89
Fund: 00 - General Fund Surplus (Deficit):	-9,716,522.00	-34,459,588.00	1,533,538.47	9,368,637.21	-43,828,225.21
Total Surplus (Deficit):	-9,716,522.00	-34,459,588.00	1,533,538.47	9,368,637.21	



General Fund Expenditures by Department Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2023-2024 Period Ending: 06/30/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	501,700.00	501,700.00	29,058.22	269,783.67	231,916.33
102 - Boards & Committees	80,000.00	80,000.00	1,750.00	3,429.70	76,570.30
201 - City Manager	641,380.00	641,380.00	42,459.46	365,775.20	275,604.80
211 - Planning & Zoning	2,105,635.00	2,105,635.00	160,465.49	1,486,140.95	619,494.05
220 - Law Enforcement/Security	2,945,996.00	2,945,996.00	4,162.00	1,968,974.01	977,021.99
230 - Neighborhood Services	1,110,106.00	1,110,106.00	87,943.59	736,195.32	373,910.68
240 - Information Technologies	430,300.00	430,300.00	60,172.40	240,991.06	189,308.94
250 - Public Works	4,743,393.00	4,820,972.00	325,734.61	2,750,928.08	2,070,043.92
260 - Emergency Management	107,730.00	107,730.00	5,035.72	66,464.36	41,265.64
270 - Non-Departmental Expenditures	849,595.00	849,595.00	36,141.63	281,579.68	568,015.32
301 - City Attorney	763,340.00	763,340.00	1,113.33	200,208.16	563,131.84
401 - Administrative Services	542,528.00	551,595.00	47,270.96	383,169.13	168,425.87
402 - City Hall	330,350.00	330,350.00	30,275.16	189,831.99	140,518.01
410 - Human Resources	70,700.00	70,700.00	2,774.43	20,429.87	50,270.13
430 - Communications	1,362,036.00	1,362,036.00	117,481.84	910,218.68	451,817.32
501 - Finance	877,250.00	999,468.00	65,668.00	635,260.30	364,207.70
601 - Parks & Recreation Administration	830,790.00	830,790.00	72,888.37	554,617.78	276,172.22
602 - Recreation Center	544,606.00	571,456.00	64,187.38	384,009.45	187,446.55
603 - Community Park & Ball Fields	196,361.00	217,969.00	12,117.30	106,381.23	111,587.77
604 - Community Pool	629,757.00	658,864.00	42,641.51	372,455.72	286,408.28
605 - Riverside Park	210,756.00	250,310.00	24,587.73	158,231.30	92,078.70
609 - Formerly Community Hall/Sherriff Substation	18,665.00	18,665.00	924.42	9,222.83	9,442.17
610 - Dog Park	83,378.00	83,378.00	5,259.55	39,604.69	43,773.31
611 - Beach Parks	29,740.00	29,740.00	3,035.87	3,322.13	26,417.87
612 - Hickory Blvd. North ROW	10,000.00	10,000.00	0.00	0.00	10,000.00
613 - BS Soccer Complex	107,756.00	134,606.00	7,354.48	86,540.44	48,065.56
614 - Kentucky Street Park	4,500.00	4,500.00	0.00	0.00	4,500.00
615 - Liles Hotel	111,138.00	116,138.00	12,636.99	58,475.51	57,662.49
617 - Bonita Nature Place	33,464.00	33,464.00	2,366.81	19,000.42	14,463.58
618 - Windsor Road Preserve	7,980.00	7,980.00	31.12	228.83	7,751.17
620 - Marni Fields	119,083.00	119,083.00	5,790.39	65,835.33	53,247.67
621 - BS River Park	25,748.00	34,770.00	2,126.26	8,124.82	26,645.18
622 - Cullum's Bonita Trail	18,300.00	18,300.00	300.00	2,438.32	15,861.68
623 - Carpenter Lane Canoe & Kayak	2,469.00	2,469.00	106.94	334.76	2,134.24
624 - Leitner Creek Neighborhood Park	12,476.00	37,326.00	2,649.76	8,591.53	28,734.47
626 - Oak Creek Preserve	6,000.00	6,000.00	500.00	2,755.20	3,244.80
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	182,400.00	182,400.00	8,189.73	21,193.62	161,206.38
883 - Veterans	0.00	0.00	152.50	152.50	-152.50
Fund: 00 - General Fund Total:	20,652,406.00	21,044,111.00	1,285,353.95	12,410,896.57	8,633,214.43
Total Surplus (Deficit):	-20,652,406.00	-21,044,111.00	-1,285,353.95	-12,410,896.57	



City of Bonita Springs, FL

Special Revenue Funds Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 06/30/2024

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,772,200.00	1,772,200.00	164,022.85	1,213,242.84	558,957.16
335 - State Shared Revenue	291,200.00	291,200.00	21,903.84	175,230.72	115,969.28
361 - Interest & Other Earnings	82,000.00	82,000.00	12,559.00	117,400.00	-35,400.00
Revenue Total:	2,145,400.00	2,145,400.00	198,485.69	1,505,873.56	639,526.44
Expense					
54 - Transportation	1,309,104.00	1,309,104.00	30,237.64	897,018.52	412,085.48
58 - Other Uses/Transfers Out	778,990.00	3,581,307.00	53,296.44	1,134,070.26	2,447,236.74
Expense Total:	2,088,094.00	4,890,411.00	83,534.08	2,031,088.78	2,859,322.22
Fund: 10 - Gas Tax Fund Surplus (Deficit):	57,306.00	-2,745,011.00	114,951.61	-525,215.22	-2,219,795.78
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	0.00	30,261,353.00	1,915,883.49	2,183,470.30	28,077,882.70
334 - State Grants	11,945,467.00	16,631,974.00	0.00	-405,723.11	17,037,697.11
337 - Local Gvmt Grants	40,000.00	40,000.00	0.00	8,502.50	31,497.50
381 - Transfers In	40,000.00	40,000.00	0.00	-42,437.50	82,437.50
Revenue Total:	12,025,467.00	46,973,327.00	1,915,883.49	1,743,812.19	45,229,514.81
Expense					
52 - Public Safety	80,000.00	80,000.00	42,975.25	141,614.87	-61,614.87
57 - Culture & Recreation	0.00	157,062.00	0.00	31,299.49	125,762.51
58 - Other Uses/Transfers Out	11,945,467.00	46,736,265.00	1,553,657.77	3,697,423.91	43,038,841.09
Expense Total:	12,025,467.00	46,973,327.00	1,596,633.02	3,870,338.27	43,102,988.73
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	319,250.47	-2,126,526.08	2,126,526.08
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	3,180,960.00	3,180,960.00	301,150.00	3,241,209.35	-60,249.35
361 - Interest & Other Earnings	400,000.00	400,000.00	108,134.00	961,247.00	-561,247.00
Revenue Total:	3,580,960.00	3,580,960.00	409,284.00	4,202,456.35	-621,496.35
Expense					
58 - Other Uses/Transfers Out	4,076,454.00	27,159,152.00	47,882.20	1,422,842.05	25,736,309.95
Expense Total:	4,076,454.00	27,159,152.00	47,882.20	1,422,842.05	25,736,309.95
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-495,494.00	-23,578,192.00	361,401.80	2,779,614.30	-26,357,806.30
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	352,070.00	352,070.00	21,810.00	171,676.00	180,394.00
361 - Interest & Other Earnings	52,000.00	52,000.00	9,541.00	85,914.00	-33,914.00
Revenue Total:	404,070.00	404,070.00	31,351.00	257,590.00	146,480.00
Expense					
58 - Other Uses/Transfers Out	400,000.00	3,551,747.00	0.00	20,053.75	3,531,693.25
Expense Total:	400,000.00	3,551,747.00	0.00	20,053.75	3,531,693.25
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	4,070.00	-3,147,677.00	31,351.00	237,536.25	-3,385,213.25
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,470,000.00	1,470,000.00	5,727.39	1,577,359.20	-107,359.20
361 - Interest & Other Earnings	18,000.00	18,000.00	14,726.00	132,600.00	-114,600.00
Revenue Total:	1,488,000.00	1,488,000.00	20,453.39	1,709,959.20	-221,959.20
Expense					
53 - Physical Environment	657,111.00	657,111.00	0.00	297,253.01	359,857.99

Special Revenue Funds Budget Report

For Fiscal: 2023-2024 Period Ending: 06/30/2024

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
58 - Other Uses/Transfers Out	700,000.00	3,500,000.00	0.00	0.00	3,500,000.00
Expense Total:	1,357,111.00	4,157,111.00	0.00	297,253.01	3,859,857.99
Fund: 18 - Stormwater Management Surplus (Deficit):	130,889.00	-2,669,111.00	20,453.39	1,412,706.19	-4,081,817.19
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	875,000.00	875,000.00	173,366.30	1,318,427.05	-443,427.05
329 - Other Permits, Fees & Special Assessment	0.00	0.00	0.00	327,976.20	-327,976.20
361 - Interest & Other Earnings	60,000.00	60,000.00	13,696.00	123,332.00	-63,332.00
Revenue Total:	935,000.00	935,000.00	187,062.30	1,769,735.25	-834,735.25
Expense					
52 - Public Safety	3,338,660.00	3,338,660.00	268,470.49	2,427,619.06	911,040.94
58 - Other Uses/Transfers Out	0.00	698,195.00	7,200.00	41,000.00	657,195.00
Expense Total:	3,338,660.00	4,036,855.00	275,670.49	2,468,619.06	1,568,235.94
Fund: 19 - Building Fees Fund Surplus (Deficit):	-2,403,660.00	-3,101,855.00	-88,608.19	-698,883.81	-2,402,971.19
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	490,400.00	490,400.00	0.00	490,400.00	0.00
337 - Local Gvmt Grants	1,872,100.00	1,872,100.00	0.00	1,857,380.00	14,720.00
Revenue Total:	2,362,500.00	2,362,500.00	0.00	2,347,780.00	14,720.00
Expense					
58 - Other Uses/Transfers Out	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Expense Total:	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	1,286,400.00	1,286,400.00	0.00	1,345,460.00	-59,060.00
Total Surplus (Deficit):	-1,420,489.00	-33,955,446.00	758,800.08	2,424,691.63	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2023-2024 Period Ending: 06/30/2024

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
384 - Debt Proceeds	0.00	0.00	0.00	2,000,000.00	-2,000,000.00
Revenue Total:	0.00	0.00	0.00	2,000,000.00	-2,000,000.00
Fund: 20 - 2011 Debt Fund Total:	0.00	0.00	0.00	2,000,000.00	-2,000,000.00
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Revenue Total:	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Expense					
51 - General Government	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Expense Total:	1,076,100.00	1,076,100.00	0.00	1,002,320.00	73,780.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	462,660.00	462,660.00	0.00	58,826.25	403,833.75
Revenue Total:	462,660.00	462,660.00	0.00	58,826.25	403,833.75
Expense					
51 - General Government	462,660.00	462,660.00	0.00	58,826.25	403,833.75
Expense Total:	462,660.00	462,660.00	0.00	58,826.25	403,833.75
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	2,000,000.00	



City of Bonita Springs, FL

Capital Projects Funds Budget Report

Group Summary

For Fiscal: 2023-2024 Period Ending: 06/30/2024

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	1,500,000.00	1,500,000.00	0.00	-126,851.70	1,626,851.70
381 - Transfers In	31,562,867.00	120,380,026.00	300,863.47	8,830,384.10	111,549,641.90
Revenue Total:	33,062,867.00	121,880,026.00	300,863.47	8,703,532.40	113,176,493.60
Expense					
51 - General Government	2,613,000.00	7,663,785.00	13,901.46	954,723.12	6,709,061.88
53 - Physical Environment	21,709,423.00	48,545,639.00	25,299.04	2,249,206.40	46,296,432.60
54 - Transportation	5,730,444.00	55,156,129.00	261,662.97	4,214,206.03	50,941,922.97
57 - Culture & Recreation	3,010,000.00	10,514,473.00	0.00	1,412,248.55	9,102,224.45
Expense Total:	33,062,867.00	121,880,026.00	300,863.47	8,830,384.10	113,049,641.90
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	-126,851.70	126,851.70
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	510,000.00	3,369,957.00	0.00	392.50	3,369,564.50
Revenue Total:	510,000.00	3,369,957.00	0.00	392.50	3,369,564.50
Expense					
55 - Economic Environment	0.00	78,381.00	0.00	0.00	78,381.00
57 - Culture & Recreation	510,000.00	3,291,576.00	0.00	392.50	3,291,183.50
Expense Total:	510,000.00	3,369,957.00	0.00	392.50	3,369,564.50
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	-126,851.70	