



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

City of Bonita Springs City Council Meeting Agenda

June 4, 2025
5:30 p.m.

If you wish to address the City Council at this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, seated at the left-hand side of the dais. Blank slips can be found on the table outside of Council Chambers. If you wish to submit a written public comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 12 Noon, June 4, 2025.

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 prior to the proceeding. Reasonable accommodations 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. Public Comment on Agenda Items
6. Ceremonial Presentations and Proclamations:
 - A. Recognition of the Bonita Springs Soccer League’s 2025 Mayor’s Cup championship team, Juventud Independiente. (Mayor Gibson)
7. Consent Agenda Items:
 - A. Approve minutes from the regular City Council meeting held on May 21, 2025.
 - B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-06-129)

- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-06-130)
- D. Approve contract with America StructurePoint for Engineering Design Services for Paradise Road Bike/Pedestrian Improvement Project. (Green Sheet 25-06-131)
- E. Approve amendment #2 to purchase agreement 2025-001QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-06-132)
- F. Approve temporary road closures and special event permit for 4th of July “Star-Spangled Bonita” and Parade on Friday, July 4, 2025. (Green Sheet 25-06-133)
- G. Approve a request to release a Unity of Title, recorded in the Official Records of Lee County, restoring two combined platted lots to their original separate status, and authorize the Mayor, City Attorney, and staff to execute a release document. (Green Sheet 25-06-134)

- Opportunity for City Council Comments on Consent Agenda

8. Mayor and Council Member Items:

- A. Discussion on enhancing public fishing amenities in the City, including the potential construction of a dedicated fishing pier. (Purdon, Green Sheet 25-06-135)

9. City Attorney Items:

10. City Manager Items:

- A. Update on hurricane recovery efforts.

11. Mayor and Council Member Reports

12. Public Comment

13. Adjournment



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

City of Bonita Springs
City Council
Draft Meeting Minutes

May 21, 2025
9:00 a.m.

- 1. Call to Order** - *Mayor Gibson called the meeting to order at 9:06 a.m.*
- 2. Invocation** - *Provided by Rev. Diane Scribner of Unity of Bonita Springs.*
- 3. Pledge of Allegiance** - *Led by Mayor Gibson.*
- 4. Roll Call**

Present: 5 Deputy Mayor Purdon, Council Member Carr, Mayor Gibson; Council Member Fullick, Council Member Fitzpatrick.

Remote: 1 Council Member Corrie (via Zoom)

Absent: 1 Council Member Bogacz (excused)

*Council Member Carr motioned to permit Council Member Corrie to attend and participate in the meeting remotely; seconded by Council Member Fullick. **The motion carried 5-0.***

- 5. Public Comment on Agenda Items** – *None*

- 6. Ceremonial Presentations and Proclamations:**

- A.** Proclamation designating the week of May 17-23, 2025 as National Safe Boating Week in the City of Bonita Springs. (Sponsored by Mayor Gibson)

Proclamation read aloud by Mayor Gibson and accepted by representatives of the U.S. Coast Guard Auxiliary Wiggins Pass Flotilla 96.

- B.** Proclamation designating the week of May 15-22, 2025 as National Police Week in the City of Bonita Springs. (Sponsored by Deputy Mayor Purdon)

Proclamation read aloud by Deputy Mayor Purdon and accepted by members of the Bonita Springs Community Policing Unit.

7. Consent Agenda Items:

*Council Member Carr motioned to approve the consent agenda items; seconded by Deputy Mayor Purdon. **The motion carried 6-0.***

- A. Approve minutes from the City Council meeting held on May 7, 2025.
- B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton.
- D. Approve a Resolution to engage two (2) firms for the City's Human Resources Consultant Services (RFP 25-08). (Green Sheet 25-05-127)
- E. Approve proposal submitted by EnviroStruct, LLC under the Construction Manager at Risk Continuing Services agreement in the amount of \$194,001 for Liles Hotel exterior repairs. (Green Sheet 25-05-124)
 - Opportunity for City Council Comments on Consent Agenda

Council Member Carr and Deputy Mayor Purdon inquired about a timeline for interior work at the Liles Hotel. Parks Director Nicole Perino responded to their questions.

8. City Attorney Items:

- A. Approve settlement agreement with Nicole Olsen Equestrian, LLC. (Green Sheet 25-05-123)

*City Attorney Rooney introduced the item and summarized the proposed settlement agreement. Council Member Carr motioned to approve; seconded by Council Member Fullick. **The motion carried 6-0.***

- B. Update regarding SOMAX, LLC and BB Sunset Properties potential settlement agreement in connection with the Riverbend Residential Planned Development (RPD), and subsequent City Council approval of a potential settlement agreement. (Green Sheet 25-05-128)

City Attorney Rooney requested a continuation of this item, citing the absence of a finalized settlement agreement.

9. City Manager Items:

- A. Presentation of the March Financial Report. (Green Sheet 25-05-125)

Finance Director Lisa Griggs Roberson presented the March Financial Report (on file in the Clerk's office) and reviewed the upcoming budget schedule.

- B. Presentation of the Community Development Activity Report for April. (Green Sheet 25-05-126)

Community Development Director John Dulmer presented the report (on file in the City Clerk's office).

C. Update on recovery – Hurricanes Ian, Helene, and Milton

Additional City Manager Updates

City Manager Hunter informed Council of a County project at the intersection on Hickory Blvd at Beach Access One. She also informed Council of a Safe Streets and Roads for All grant funding opportunity. If the Council wishes to pursue this grant for BERT project acquisition, applications, along with the required matching funds commitment, must be submitted by June 26. Given the grant's technical complexity, assistance from a consultant or MPO staff may be necessary. The City Council agreed by consensus to proceed.

10. Mayor and Council Member Reports

Council Member Carr - Reported on the recent FDOT aviation presentation and the Police Officer Memorial Service.

Council Member Fullick - Reported on the recent TDC meeting, and reminded everyone of the Memorial Day Ceremony scheduled for 9 am, Mon., May 26, at Riverside Park.

Council Member Fitzpatrick - Encouraged attendance at the Daughters of the American Revolution Memorial Ceremony, scheduled for 9:30 a.m. on Saturday, May 24. He also expressed gratitude to Council Member Corrie for distributing the BERT project Business Plan and to Deb Orton for addressing his specific questions about the project.

Mayor Gibson - Announced plans to speak with Neighborhood Services Director Tony Backhurst regarding the presence of unauthorized food vendors in the City.

11. Public Comment

Ben Hershenson - Commented on the stormwater utility fee, stating after six years, it is time for Council to consider increasing the fee.

12. Adjournment - *There being no further business, the meeting adjourned at 9:46 a.m.*

Prepared by:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

ITEM TITLE: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Helene.

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 2024-208 and 2024-209 in response to the anticipated landfall of Tropical Storm Helene and has declared that a state of emergency exists in several counties including Lee County, pursuant to Chapter 252, Florida Statutes.

Sec. 14-41 of the City's Code of Ordinances empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action.

Tropical Storm Helene poses a serious threat to the lives and property of residents of the City of Bonita Springs and therefore on September 24, 2024, Mayor Steinmeyer executed Resolution 24-72 declaring a local state of emergency for all territory within the legal boundaries of the City of Bonita Springs.

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.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 25-060 issued on May 19, 2025
2. Resolution No. 25-063 issued on May 26, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-060**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE HELENE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

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

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta 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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 19th May, 2025.

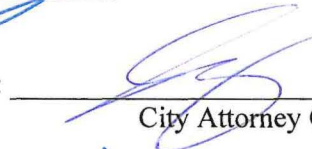
AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 5/19/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-063**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE HELENE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Orders 24-208 and 24-209 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by then Tropical Storm Helene, and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and to waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, Tropical Storm Helene, later designated a Hurricane, posed a serious threat to the lives and property of residents of the City and therefore on September 24, 2024, the Mayor executed Resolution 24-72 declaring a local state of emergency, which was confirmed and ratified by City Council on October 2, 2024; and

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

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

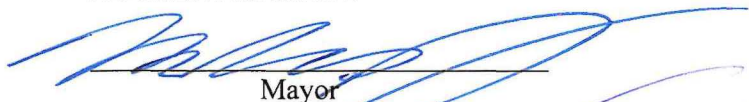
Section 1. The recitals above are hereby incorporated herein.

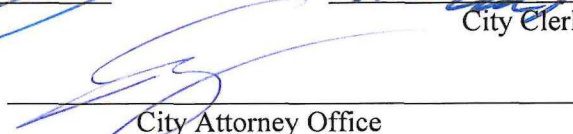
Section 2. The current State of Emergency is extended.

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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 26th May, 2025.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 5/26/25

ITEM TITLE: Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Milton.

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 2024-214 in response to the anticipated landfall of Hurricane Milton and has declared that a state of emergency exists in several counties including Lee County, pursuant to Chapter 252, Florida Statutes.

Sec. 14-41 of the City's Code of Ordinances empowers the Mayor to declare a local state of emergency whenever a natural or manmade disaster has occurred or threat of one is imminent and requires immediate and expeditious action.

Hurricane Milton poses a serious threat to the lives and property of residents of the City of Bonita Springs and therefore on October 6, 2024, Mayor Steinmeyer executed Resolution 24-76 declaring a local state of emergency for all territory within the legal boundaries of the City of Bonita Springs.

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.

STAFF RECOMMENDATION: Approve

ATTACHMENTS:

1. Resolution No. 25-061 issued on May 19, 2025
2. Resolution No. 25-064 issued on May 26, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 2025-061**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE MILTON; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, the Mayor executed Resolution 24-076 declaring a local state of emergency in advance of Hurricane Milton which was confirmed and ratified by City Council on October 23, 2024; and

WHEREAS, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta Springs, Lee County, Florida:

Section 1. The recitals above are hereby incorporated herein.

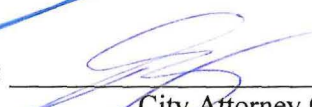
Section 2. The current State of Emergency is extended.

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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 19th day of May, 2025.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 5/19/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-064**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONITA SPRINGS, FLORIDA EXTENDING THE STATE OF
LOCAL EMERGENCY WHICH PROVIDED FOR
EMERGENCY GOVERNMENTAL OPERATIONS RELATED
TO HURRICANE MILTON; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Governor Ron DeSantis signed Executive Order 24-214 declaring that a State of Emergency exists within the State of Florida inclusive of Lee County, due to the threat posed by Hurricane Milton; and

WHEREAS, Chapter 252, Florida Statutes authorize municipalities to declare a state of local emergency and waive procedures and formalities otherwise required to take whatever prudent action necessary to ensure the health, safety, and welfare of the City in the event of a state of local emergency; and

WHEREAS, Section 14-41 of the Bonita Springs City Code authorizes the Mayor to declare a state of emergency; and

WHEREAS, the Mayor executed Resolution 24-076 declaring a local state of emergency in advance of Hurricane Milton which was confirmed and ratified by City Council on October 23, 2024; and

WHEREAS, Hurricane Milton continues to have a significant impact on the City, the effects of which include extensive flooding, wind and water damage, not only to public infrastructure but to homes and businesses throughout the City; and

NOW, THEREFORE, be it resolved by the Mayor on behalf of the City Council of the City of Bonta 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, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 26th day of May, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 5/26/25

ITEM TITLE: Approve contract with America StructurePoint for Engineering Design Services for Paradise Road Bike/Pedestrian Improvement Project.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Transportation

BACKGROUND: February 19, 2025, City Council chose American StructurePoint based on the Selection Committee's recommendation to design Paradise Road improvements.

Staff and American StructurePoint representative developed and engineering design services contract outlining the tasks to complete and the design and construction plans for the project.

Funding is available in CIP line item: 30.250.541.6358

STAFF RECOMMENDATION: Approve the contact agreement with StructurePoint for design services for Paradise Road Bike/Pedestrian Improvement Project in the amount of \$1,232,206.00.

ATTACHMENTS:

1. American StructurePoint Scope of Services
 2. American StructurePoint Contract
-

REVIEWERS:

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

Exhibit A Attachment - Scope of Professional Services

1. Project General Tasks

The CONSULTANT shall coordinate and manage the efforts of the design team. This includes the creation and maintenance of a project-specific project management plan (PMP), assembly and storage of all contract documents required for interim milestone submittals and final construction plans, monthly progress reporting and invoicing, and continual correspondence with CITY, stakeholders, and third-party agencies.

The CONSULTANT shall plan for and attend meetings in cooperation with the CITY, local officials, planning agencies or commissions, and civic organizations for appropriate project coordination with local stakeholders and the community. The CONSULTANT will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope:

- Contract Maintenance and Project Documentation.
- Project Manager Progress Meetings (bi-monthly).
- Quantities/Cost Estimate Preparation.
- Specifications Package Preparation.
- Special provisions (Speed Table and Decorative Lighting).

a. Post Design Phase Services

Following the award of a construction contract, the CONSULTANT will be responsible for attending one (1) pre-construction meeting.

The CONSULTANT shall review all shop drawings for this Contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor.

- The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review.
- Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component.
- The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor.
- The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

During construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by the persons designated by the OWNER to interpret the plans and contract documents for

the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than the CITY's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

b. Land Acquisition Services

The CONSULTANT shall assist and coordinate with the CITY's attorney and provide information related to the need and use of necessary property for the project. The CONSULTANT shall provide expert witness testimony as required to justify the need for and use of acquired property.

2. Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations the information regarding the development of the project. The CONSULTANT shall determine all interested parties and provide to the CITY drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with the project for review and approval at least ten (10) business days prior to printing and/or distribution. CONSULTANT services to include the following:

- Two (2) public meetings and one (1) council meeting.
- Up to (3) small group or individual property owner meetings.
- Correspondence with property owners and stakeholders.
- PowerPoint presentation, presentation materials, and collecting public feedback.
- Exhibits and renderings for public and council meetings.
- Website development and maintenance.
- Notifications, including project information flyers, letters to private property owners, and public officials.
- Mailing list preparation.

3. Roadway Analysis and Plans

a. Preliminary Design

The CONSULTANT shall prepare three (3) preliminary engineering alternatives for the purpose of presenting various design ideas to the CITY and local community and soliciting feedback regarding said ideas related to parking, multimodal accommodations, safety improvements, impact to properties, or any other items that may be important to them.

- Prepare three (3) alternatives to present to the CITY and local community, including conceptual layouts for roadway, shared-use path, sidewalks, roundabout, initial drainage, and lighting concept plans.
- Prepare preliminary construction cost estimates based on each alternative.

b. Roadway Analysis

Upon selection of the preferred alternative by the CITY, the CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- Prepare a pavement design for the roadway based on coring information.
- Prepare an Operational Analysis for a 1 x 1 roundabout at the Shangri-La Road intersection.
- Document existing roadway and design features.
- Create a Horizontal and Vertical Master Design File for 1.46 miles of road.
- Create a preliminary 3D model to ensure tie-in, create cross sections, driveway half sections, other key cross sections, and obtain earthwork quantities only.
- Prepare a maintenance of traffic analysis for all traffic users.
- Prepare roadway quantities cost estimate at 60% and Final Plans (100%).
- Conduct three (3) field reviews (NTP, 60%, and final walkthrough).

c. Roadway Plans

The CONSULTANT shall prepare roadway, temporary traffic control plan (TTCP), utility adjustment sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction:

- Prepare and submit construction plans for 60% and Final Plans (100%).
- Plans will be drawn at 40 scale on 11" x 17" sheets.
- Key Sheet.
- Signature Sheet.
- Typical Section Sheets.
- General Notes/Pay Item Notes.
- Plan View.
- Profile View.
- Special Profile.
- Sidewalk/Shared-use Path Profile.
- Special Details (Speed Table and Roundabout).
- Cross Sections (50 foot spacing) + additional key cross sections.
- Driveway Half Sections.
- Temporary Traffic Control Plan (TTCP).
- Utility Adjustment Sheets.
- Verified Utility Sheets (provided by SUE).

- Project Control Sheets (provided by Survey).

4. Drainage Analysis & Plans

a. Drainage Analysis

The CONSULTANT shall analyze and document drainage tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the CLIENT's standards.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the CLIENT's staff. The work will include the engineering analyses for any or all of the following:

- Create a (pre- and/or post-condition) working drainage basin map to be used in defining the system hydrology.
- Design storm drain system for proposed improvements along Paradise Road.
- Compile drainage design documentation into report format to be included in permitting applications.
- Prepare cost estimates for the drainage components.
- Conduct two (2) field reviews of the project site.
- Attend up to four (4) virtual progress meetings with the client, two (2) virtual meetings with regulatory agencies, and one (1) utility coordination meeting.

b. Drainage Plan Sheets

The CONSULTANT shall prepare drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction:

- Drainage Maps.
- Summary of Drainage Structures.
- Drainage Structure Sheets.
- Miscellaneous Drainage Detail Sheets.
- Erosion Control Plan Sheets.
- Stormwater Pollution Prevention Plan (SWPPP) Sheets.

The scope does not include any watershed modeling, floodplain analysis, or cross drain sizing. It does not include drainage analysis beyond what would be included for a South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP).

5. Environmental Permitting

The CONSULTANT shall prepare one Environmental Resource Permit (ERP) exemption to the South Florida Water Management District (SFWMD) for the complete streets portion

of the project and one (1) Individual Environmental Resource Permit (ERP) to the SFWMD for the roundabout portion of the project.

The CONSULTANT shall notify the CITY Project Manager, or his designated representative, and other appropriate CITY personnel in advance of all scheduled meetings with the regulatory agencies to allow a CITY representative to attend. The CONSULTANT shall copy the CITY on all environmental permit-related correspondence and meetings.

- **Preliminary Project Research**

1. The CONSULTANT shall perform project research as required and shall be responsible for regulatory agency coordination to ensure that design efforts are properly directed toward permit exemption requirements. The research shall include a review of the previous documents from existing permits, and any other material researched and collected by the CONSULTANT.

- **Field Work**

1. The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and other surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct the project. Findings will be documented in an Environmental Resource Narrative document and shown in the project's construction plans as appropriate to support state permit applications.
2. Assumes no US Army Corps of Engineers (USACE) Section 404 Wetland dredge/fill permitting or agency coordination needed.
3. The CONSULTANT shall conduct a wildlife survey. This will include assessing the project area for suitable Florida bonneted bat habitat. Should the project result in impacts to suitable Florida bonneted bat habitat, this does not include completing a Florida bonneted bat acoustic survey.
4. The CONSULTANT shall be responsible for verification of wetland data and coordinating regulatory agency field reviews, including finalization of wetland assessments with applicable agencies.

- **Complete an SFWMD Permit Exemption Application**

1. Complete South Florida Water Management District (SFWMD) permit exemption forms in E-Permitting.
2. Coordinate with the project team to obtain all documentation needed to upload into SFWMD E-Permitting exemption application.
3. Coordinate with City of Bonita Springs project representatives to obtain City signatures as needed for authorization/submittal of permit exemption package documents.
4. Coordinate with SFWMD staff and project team members to arrange one Environmental Resource Permit pre-application meeting and disseminate Request for Additional Information (RAI) comments/responses, if needed. Assumes one (1) round of RAI comments for each application.

5. The CONSULTANT will submit the SFWMD permit exemption application, as required for the project. The CITY will be responsible for payment of all permit fees as identified and required by the CONSULTANT, in coordination with the governing permitting agencies.
6. Participate in project progress meetings.

The scope does not include activities associated with the US Army Corps of Engineers (USACE), Florida Fish and Wildlife Conservation Commission (FWC), or other agency permits/coordination other than the SFWMD Exemption and Individual ERP.

a. Archaeological and Historical Resources

The CONSULTANT shall collect data necessary to completely analyze the impacts, due to changes in the project or project area, to all cultural and historic resources, and prepare a Cultural Resource Assessment Survey (CRAS) Report. The CONSULTANT will use a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (Public Law 89-665, as amended)** and the implementing regulations (**36 CFR 800**), as well as with the provisions contained in **Chapter 267, Florida Statutes**, to perform all work in this task.

This includes background research, archaeological and historical field surveys, preparation of Florida Master Site File (FMSF) forms as needed, along with the preparation of appropriate documentation.

The archaeological survey will consist of a visual reconnaissance followed by the excavation of the appropriate number of test pits. The archaeological survey will identify both previously recorded and newly identified archaeological sites within the project boundaries. The historic survey will identify historic resources (both previously recorded and newly identified) within the Area of Potential Effects (APE). A Florida Master Site File (FMSF) form shall be prepared for all newly identified cultural resources and an updated form prepared for previously recorded historic resources that have not been evaluated by the SHPO or were recorded over ten years ago. Enough data shall be collected to document the significance of each in terms of eligibility for listing in the NRHP. The CRAS shall be prepared with appropriate documentation detailing the results of the survey and final assessments of resource significance. Pond Sites are not included.

b. Contamination Assessment

Considering the ongoing regulatory assessments, cleanup efforts, and redevelopment activities at the Former Bonita Springs Country Club, the CONSULTANT will identify the locations of contaminated soil within the proposed multimodal improvements. Coordination with the redeveloper's environmental consultant and the FDEP project manager is necessary while Bonita Springs evaluates right-of-way improvement options.

6. Utility coordination

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO), ensuring all conflicts that

exist between utility facilities and the CITY's construction project are addressed. The CONSULTANT shall certify that all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

- Identify existing utilities.
- Utility contact.
- Collect and review plans and data from UAO.
- Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements.
- Conduct utility meetings, including but not limited to kickoff meeting, progress meetings, and in-person meetings if necessary.

7. Signing and Pavement Marking Analysis & Plans

a. Signing and Pavement Marking Analysis

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- Create a Signing and Pavement Marking Master Design File.
- Prepare cost estimate at 60% and Final Plans submittals.
- Design of three (3) Rectangular Rapid Flashing Beacon (RRFB) Crossings.
- Roundabout design.

b. Signing and Pavement Marking Plans

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following:

- Key Sheet.
- General Notes.
- Plan Sheets.
- Special Detail for RRFB crosswalk.
- Special Detail for RRFB power connection, if required.

8. Lighting Analysis & Plans

a. Lighting Analysis

The CONSULTANT shall analyze and document lighting tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- Create a Lighting Design Analysis Report.
- Create a Master Lighting Design File including three (3) crosswalks and one (1) roundabout.

- Conduct Voltage Drop Calculations.
- Prepare cost estimate at 60% and Final Plans submittals.
- Utilize decorative lighting with banner arm/decorative lighting to be approved by the CITY.

b. Lighting Plans

The CONSULTANT shall prepare a set of lighting plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- Key Sheet.
- General Notes.
- Pole Data, Legend & Criteria
- Plan Sheets.
- Service Point Details

9. Landscape Analysis & Plans

The CONSULTANT shall provide landscape analysis and design services within the project limits along Paradise Road. Project limits shall be limited to within right-of-way (see Exhibit A). Scope of work is to coordinate with the CITY to establish a plant palette and preferred irrigation equipment.

○ Site Analysis

1. Prior to Conceptual Development, Consultant shall perform one (1) site visit during analysis phase to become familiar with the site and surrounding areas. The site visit will confirm location and conditions of existing conditions while identifying key opportunities and constraints associated with, but not limited to topography of the site, visible above-ground utility appurtenances, vegetated areas, neighborhood impacts, drainage, and impacts to existing conditions. Evaluation of the site will be limited to visual field measurements and observations.
2. Halff Associates (“Halff”) shall coordinate with utility companies, the CITY, and the South Florida Water Management District (SFWMD) to determine potential irrigation point of the connection(s).

○ Conceptual Development

1. The CONSULTANT shall review concepts and exhibits prepared by American Structurepoint and provide feedback as necessary. Halff will prepare up to two (2) colored cross sections as developed by American Structurepoint to convey design intent for public engagement as determined by the client.

○ Landscape Plans

1. Based on the approved conceptual design and amenity package, Halff shall prepare construction plans with corresponding cost estimates in accordance with 60% and Final plan submittals.
2. 60% plans will include project-specific notes and details, landscape design, schematic irrigation design depicting means and methods of water distribution, and general equipment locations.
3. 90% plans and costs will be revised based on feedback received from the CITY to provide landscape, irrigation, and hardscape plans that are constructable and biddable.

10. Survey

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

- Establish Horizontal Project Control (GNSS) on NAD 83 Florida State Plane West Zone. Two primary base station control points will be set at each end of the project, and control points will be set at intervals not to exceed 400 feet for survey collection.
- Establish Vertical Control (benchmarks) throughout the project limits at intervals not to exceed 400 feet. Elevation datum will be NAVD 1988 datum.
- Map existing right-of-way lines along corridor per the latest deed of record and recorded plat information. Right-of-way lines will be depicted in the design survey CADD/ORD File. Create survey baseline for electronic design survey file. Calculate and depict right-of-way along side streets and Shangri-La Road.
- Perform an estimated 1.5 miles of topographic survey along the corridor as shown in "Survey Limits" Exhibit. The survey will generally extend to 10' beyond RW and will expand around the intersection of Shangri-La Road for future RAB analysis and design. Design survey will be delivered in Open Roads Format with digital terrain model.
- Perform a topographic survey on an estimated .32 miles of additional topographic survey with approximately 50 feet beyond mainline right-of-way at an estimated 23 side streets as well as 500 feet of Shangri-La Road.
- Perform survey on an estimated 20 closed drainage structures.
- Provide work zone safety setups as needed.
- Perform survey on 25 proposed Geotech locations.

11. Right-of-Way Mapping

The CONSULTANT will be responsible for the preparation of control survey maps, right-of-way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT manuals, procedures, handbooks, City of Bonita Springs requirements, and Florida statutes.

- Perform boundary surveys of up to two (2) parcels for right-of-way acquisition.
- Provide up to two (2) legal descriptions and sketches for right-of-way acquisition.

- Provide final right-of-way maps.

12. Subsurface Utility Engineering (SUE)

- Perform SUE Quality Level B (designates) at approximate 300-foot intervals on both sides of the roadway, designating an estimated five (5) utilities for 10 feet at each 300-foot interval at proposed lighting and drainage structure locations.
- Perform test holes (SUE Quality Level A) to clear lighting and drainage structures. Two (2) test holes per drainage structure and one (1) test hole per light pole.
- Survey to tie down the SUE data is included in this estimate, and information will be certified by a Licensed Florida Land Surveyor.

13. Geotechnical

The CONSULTANT shall make or cause to be made a geotechnical investigation compatible with the expected Project characteristics. The general scope of geotechnical services includes the following:

- Perform site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Obtain City of Bonita Springs right-of-way/maintenance of traffic permits to perform the requested services within the existing roadway, if required.
- Provide maintenance of traffic in accordance with Florida Department of Transportation (FDOT) standard indices, as needed.
- Perform a total of 25 seasonal high hand auger borings extending to an approximate depth of 6 feet below existing ground surface or auger refusal.
- Perform six (6) pavement cores with hand auger borings to a depth of approximately 6 feet or auger refusal within existing pavement section.
- Dynamic cone penetrometer (DCP) testing will be performed at each pavement core location. The hand auger borings will be backfilled with soil cutting and the roadway will be patched with asphalt cold patch.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

PARADISE ROAD BIKE/PEDESTRIAN IMPROVEMENT PROJECT RFQ 24-13
CITY OF BONITA SPRINGS, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this__ day of __month, 2025, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and American Structurepoint, Inc. (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: RFQ 24-13 Design Services – Paradise Road Bike/Pedestrian Improvement Project, and

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

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

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

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

ARTICLE 2.00-DEFINITIONS

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

2.01 CITY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 STANDARDS OF PROFESSIONAL SERVICE

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

3.03 CITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

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

3.04 LIABILITY AND HOLD HARMLESS

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

3.05 SCRUTINIZED COMPANIES STATEMENT

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.

3.06 NOT TO DIVULGE CERTAIN INFORMATION

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

3.07 ADDITIONAL SERVICES

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

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

3.08 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The City may request the Consultant to execute a Truth-in-Negotiations Certificate ("Certificate"). The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates or other factual unit costs.

3.09 IMMIGRATION LAW COMPLIANCE

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

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

ARTICLE 4.00-COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

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

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

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

2) PAYMENT SCHEDULE

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

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

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

ARTICLE 5.00-TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE-TO-PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with insurance and E-Verify requirements, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Date of the last signatory will be the Notice-to-Proceed date.

5.02 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 6.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the City. The Consultant shall have the right, subject to the City's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The City shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

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

ARTICLE 7.00-APPLICABLE LAW

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

ARTICLE 8.00- COVENANTS AGAINST DISCRIMINATION FOR PROJECTS WITH FUNDS APPROPRIATED FROM BONITA SPRINGS GENERAL REVENUES

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

ARTICLE 9.00-INSURANCE

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

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

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

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

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

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

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

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

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

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

ARTICLE 10.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 11.00-MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the City, and provided further that to the extent provided by law the City shall retain all such records confidential.

11.01 COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

ARTICLE 12.00-HEADINGS

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

ARTICLE 13.00-ENTIRE AGREEMENT

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

ARTICLE 14.00-NOTICES AND ADDRESS OF RECORD

14.01 NOTICES BY CONSULTANT TO CITY

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

Matt Feeney, Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

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

14.02 NOTICES BY CITY TO CONSULTANT

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

American Structurepoint, Inc.
1 North Dale Mabry Highway, Suite 700
Tampa, FL 33609
Telephone Number: 813-579-5841
Fax Number: 317-543-0270
ATTENTION: Nick Harrison, PE – Project Manager

14.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 15.00-TERM

This Agreement is effective as of the date written above.

ARTICLE 16.00-TERMINATION

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

ARTICLE 17.00-MODIFICATIONS

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

ARTICLE 18.00-ACCEPTANCE

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

ARTICLE 19.00-CONTRACT PROVISIONS

All contracts shall contain the following provisions as applicable.

19.01 TERMINATION FOR CAUSE AND/OR CONVENIENCE:

The City, by written notice to the Consultant, may terminate this Agreement with or without cause, in whole or in part, when the City determines in its sole discretion that it is in the City's best interest to do so. In the event of termination, the Consultant will not incur any new obligations for the terminated portion of the Agreement after the Consultant has received notification of termination.

If the Agreement is terminated before performance is completed, the Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the City and shall be turned over promptly by the Consultant.

19.02 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this Contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended, in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of labor or as otherwise provided by law.
- (8) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 4, 1965, so that such provisions

will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

19.03 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that not laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.04 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

19.05 ENERGY POLICY AND CONSERVATION ACT:

Consultant must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

19.06 SUSPENSION AND DEBARMENT:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

This certification is a material representation of fact relied upon by City of Bonita Springs. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Bonita Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.07 BYRD ANTI-LOBBYING AMENDMENT:

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay and person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier to the recipient.

19.08 RECORDS:

Consultant shall provide, when requested, access by the City, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.

19.09 RECOVERED MATERIALS:

Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, De. 26, 2013, as amended at 79 FR 75855, De. 19, 2014].

19.10 REMEDIES:

In the event the Consultant fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the City may, upon fifteen (15) calendar days, exercise any one of more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment.
 - Require that the Consultant refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - Requesting additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
 - Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - Advising the Consultant to suspend, discontinue or refrain from incurring costs for any activities in question; or
 - Requiring the Consultant to reimburse the City for the amount for costs incurred for any items determined to be ineligible.

Pursuing any of the above remedies will not keep the City from pursuing any other rights or remedies that may be otherwise available under law or inequity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Consultant, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Consultant.

This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

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

ATTEST:

CITY OF BONITA SPRINGS:

CITY CLERK

AUTHORIZED SIGNATURE

DATE

DATE

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

ATTEST:

CONSULTANT:

Witness

AUTHORIZED SIGNATURE

Witness

TITLE

DATE

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services Paradise Road Bike/Pedestrian Improvement Project

Date: 5/19/2025

Basic Services

Section 1 General Scope Statement

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

Project Location and Limits:

Paradise Road, from Shangri-La Road northward to its terminus at St Patrick Lane, approximately 1.5 miles in length, located in Bonita Springs in Lee County.

Project Description:

The proposed project aims to enhance multimodal transportation and safety along Paradise Road. The scope includes pavement rehabilitation or reconstruction, intersection improvements (including a roundabout at Shangri-La intersection), and installation of a shared-use path and/or sidewalk one or both sides of the roadway. Additionally, the project involves the installation of curb and gutter systems along both sides of the roadway, enclosed drainage systems, landscaping and irrigation improvements, streetlight installations, new pedestrian crossings, and traffic calming enhancements.

Contract Packaging:

To provide flexibility in funding and procuring the construction of the project, up to three packages of construction/bid documents will be prepared. These packages are defined as the following design segments:

Segment 1 – Paradise Road from Shangri-La Road to Maddox Lane

Segment 2 – Paradise Road from Maddox Lane to St. Patrick Lane

Segment 3 – Roundabout Intersection at Paradise Road and Shangri-La Road

Section 2 Tasks

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

See attached scope of services.

EXHIBIT B

Compensation and Method of Payment Paradise Road Bike/Pedestrian Improvement Project

Date: 5/19/2025

Section 1 Basic Services/Task(s)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
Fee by Project Segment				
	Project General Tasks	\$84,983.00	LS	
	Public Involvement	\$56,290.00	LS	
	Geotechnical	\$27,783.00	LS	
	Segment 1 Survey & Design	\$667,189.00	LS	
	Segment 2 Survey & Design	\$270,638.00	LS	
	Segment 3 Survey & Design	\$125,323.00	LS	
TOTAL BY SEGMENT		\$1,232,206.00		
Fee by Scope Task				
1	Project General Tasks	\$84,983.00	LS	
2	Public Involvement	\$56,290.00	LS	
3	Roadway Analysis and Plans	\$372,400.00	LS	
4	Drainage Analysis & Plans	\$172,820.00	LS	
5	Environmental Permitting	\$61,565.00	LS	
6	Utility Coordination	\$33,840.00	LS	
7	Signing and Pavement Marking Analysis & Plans	\$45,472.00	LS	

8	Lighting Analysis & Plans	\$116,620.00	LS	
9	Landscape Analysis & Plans	\$85,069.00	LS	
10	Survey	\$84,501.00	LS	
11	Right-of-Way Mapping	\$10,203.00	LS	
12	Subsurface Utility Engineering (SUE)	\$80,660.00	NTE	
13	Geotechnical	\$27,783.00	LS	
TOTAL BY SCOPE TASK		\$ 1,232,206.00		

(Unless list is continued on next page.)

Compensation and Method of Payment – Page 2
Paradise Road Bike/Pedestrian Improvement Project

Consultant's Personnel Hourly Rate Schedule*

Date: 5/19/2025

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

CONSULTANT OR SUB-CONSULTANT NAME: Not applicable
(A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct** Payroll Average Hourly Rate	(3) Multiplier***	(4) Hourly Rate To Be Charged (Column 2x3)
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
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			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

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

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

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

EXHIBIT C

Time and Schedule of Performance Paradise Road Bike/Pedestrian Improvement Project

Date: 4/22/2025

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

Phase and/or Task Reference As Enumerated in Scope of Professional Services	Name or Title of Phase and Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
Final Construction Documents	Segment 1 - Paradise Road	550	550
Final Construction Documents	Segment 2 - Paradise Road	550	550
Final Construction Documents	Segment 3 - Shangri-La Roundabout	550	900

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s) Paradise Road Bike/Pedestrian Improvement Project

Date: 4/22/2025

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
Drainage, Permitting, Public Involvement	RK&K 402 S. Kentucky Ave, Suite 400, Lakeland, FL 33801	Yes
Landscape Architecture	Halff Associates 1000 N. Ashley Drive, Suite 900, Tampa, FL 33602	Yes
Geotechnical	Arehna Engineering, 5012 W. Lemon St., Tampa, FL, 33609	Yes
Archaeological / Cultural Resources	Archaeological Consultants, Inc., 8110 Blaikie Court, Suite A, Sarasota, FL 34240	Yes
Survey, SUE, R/W Mapping	AIM Engineering & Surveying, Inc., 2161 Fowler St., Fort Myers, FL 33901	Yes

EXHIBIT E

Project Guidelines and Criteria Paradise Road Bike/Pedestrian Improvement Project - RFQ 24-13

Date: 4/22/2025

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

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

Item No. 1
none

EXHIBIT F

Truth in Negotiation Certificate
Paradise Road Bike/Pedestrian Improvement Project

Date: _____

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the Enter project.

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

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

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

Company Name: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me, or has produced _____ as identification and who did (did not) take an oath.

Notary Public Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT G

Drug-Free Workplace Certification

The undersigned will provide drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in a workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug violation;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1;
4. Notifying the employee in the statement required by item 1 that, as a condition of employment of this agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying the City within ten days after receiving notice under item 4b from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance, or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1,2,3,4,5, and 6.

Vendor Signature

Date

Vendor Name

Company Name

ITEM TITLE: Approve Amendment #2 to purchase agreement 2025-001QDD to acquire property located in the Quinn/Downs/Dean Neighborhood for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management and Resiliency, 4) Environmental Protection

BACKGROUND: The focus of the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project is to provide much needed stormwater infrastructure improvements in the neighborhood. The City is using federal U.S. Housing and Urban Development, Community Development Block Grant-Mitigation (HUD CDBG-MIT) funds to acquire parcels for stormwater retention ponds and improvements.

City Council approved a purchase agreement at the March 5, 2025 meeting to purchase a parcel of land to construct a retention pond for stormwater improvements in the neighborhood. Amendment #1 extended the closing date from March 31, 2025 to May 30, 2025. Amendment #2 will extend the closing date from May 30, 2025 to July 31, 2025. The additional time is required so the City can work with Florida Commerce to incorporate this parcel in the retention pond on the eastern area of the project. The purchase price of the vacant property is \$200,000 and will be paid from CIP account number 30.250.538.6810 (Quinn/Downs/Dean Infrastructure Grant Program).

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

STAFF RECOMMENDATION: Approve amendment #2 for a time extension

ATTACHMENTS:

1. Agreement 2025-001QDD – Amendment #2
2. Senate Bill – SB966

REVIEWERS:

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



CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

AMENDMENT TWO

AGREEMENT FOR PURCHASE

THIS SECOND AMENDMENT TO THE PURCHASE AGREEMENT made this ____ of _____, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLERS"):

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Mitigation (CDBG-MIT) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Commerce, administered by the BUYER and hereinafter referred to as the "IBE/Quinn Downs/Dean Infrastructure Program", to purchase certain properties in the City of Bonita Springs, Florida in which the SELLERS owns improved properties located at [REDACTED], **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

(See Exhibit A attached for full metes and bounds description)
and more commonly identified as:

[REDACTED]
Bonita Springs, FL 34135

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

WHEREAS, SELLERS understands this is a voluntary transaction and that SELLERS are not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits. Relocation funding will only be available to any and all displaced tenants, as applicable.

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





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

1. In accordance with the Expiration of Offer (Paragraph 16 of original agreement), this amendment shall extend the May 30, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time)** on or before **July 31, 2025**.
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on March 5, 2025 (BSC 25-03-037) marked as Exhibit B is made a part of this Amendment.

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

(This page intentionally left blank)





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

IN WITNESS WHEREOF, the Parties have executed this Amendment, and the Bonita Springs City Council approved this Agreement on the _____ day of _____, 2025.

SELLER/ [REDACTED]

Signature

Date

SELLER/ [REDACTED]

Signature

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: _____
Clerk

Michael S. Gibson, Mayor

(Seal)

Date: _____

APPROVED AS TO FORM: _____
City Attorney's Office





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel 1: [REDACTED], Bonita Springs, FL 34135

Parcel ID: 3 [REDACTED] and more specifically described as:

[REDACTED] of





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit B

BSC 25-03-051
Amendment #1

Executed March 19, 2025





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

AMENDMENT ONE

AGREEMENT FOR PURCHASE

THIS FIRST AMENDMENT TO THE PURCHASE AGREEMENT made this 19 of March, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] (hereinafter referred to as "SELLERS"):

RECITALS:

WHEREAS, the BUYER is acting under a Community Development Block Grant-Mitigation (CDBG-MIT) grant from the U.S. Department of Housing and Urban Development made to the State of Florida Commerce, administered by the BUYER and hereinafter referred to as the "IBE/Quinn Downs/Dean Infrastructure Program", to purchase certain properties in the City of Bonita Springs, Florida in which the SELLERS owns improved properties located at [REDACTED] **Bonita Springs, FL 34135** hereinafter referred to as the "premises" and more specifically described as follows:

(See Exhibit A attached for full metes and bounds description)
and more commonly identified as:

[REDACTED]
Bonita Springs, FL 34135

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

WHEREAS, SELLERS understands this is a voluntary transaction and that SELLERS are not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits. Relocation funding will only be available to any and all displaced tenants, as applicable.

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



BSC-25-03-051



CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

1. In accordance with the Expiration of Offer (Paragraph 16 of original agreement), this amendment shall extend the March 31, 2025 offer date to **11:59 o'clock PM (Eastern Standard Time) on or before May 30, 2025.**
2. All other terms and conditions of the Agreement remain the same.
3. The Purchase Agreement fully executed on March 5, 2025 (BSC 25-03-037) marked as Exhibit B is made a part of this Amendment.

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

(This page intentionally left blank)





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

IN WITNESS WHEREOF, the Parties have executed this Amendment, and the Bonita Springs City Council approved this Agreement on the 19 day of MARCH, 2025.

SELLER

[Redacted]

Signature

[Redacted]

3-17-2025

Date

SELLER

[Redacted]

Signature

[Redacted]

3-17-2025

Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: Michael S. Gibson
Clerk

(Seal)

Michael S. Gibson, Mayor

Date: 3/19/25

APPROVED AS TO FORM:

[Signature]
City Attorney's Office





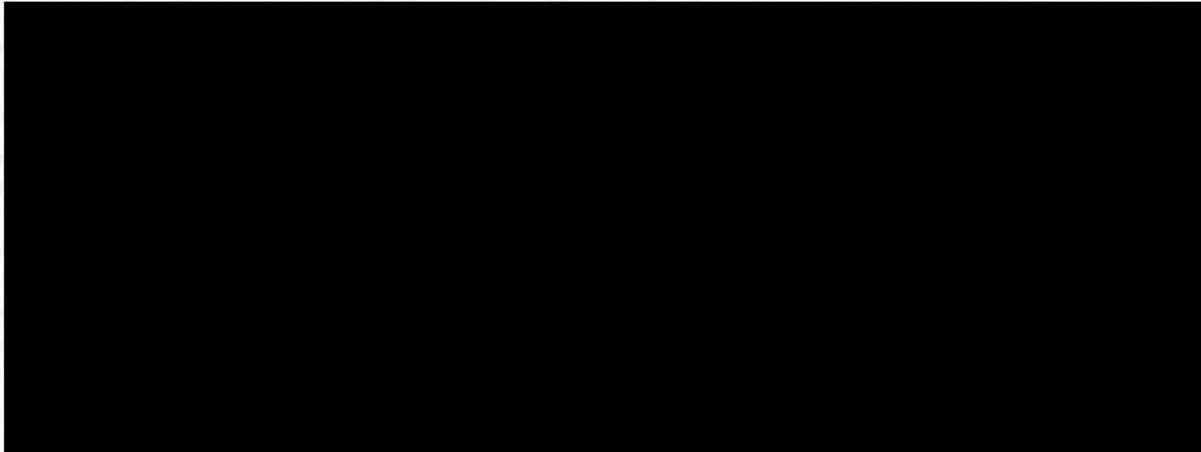
CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description

Parcel 1: [REDACTED] Bonita Springs, FL 34135

Parcel ID: [REDACTED] and more specifically described as:





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit B

BSC 25-03-037

Executed March 5, 2025





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT is made this 5th day of MARCH, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] **husband and wife** (hereinafter referred to as "SELLERS");

1. PROGRAM DESCRIPTION. The BUYER is acting under a Community Development Block Grant-Mitigation (CDBG-MIT) grant from the U.S. Department of Housing and Urban Development made to FloridaCommerce, administered by the BUYER and hereinafter referred to as the "IBE/Quinn/Downs/Dean Infrastructure Program", to purchase certain Property in the City of Bonita Springs, Florida in which the SELLERS owns improved or vacant properties located at [REDACTED] Bonita Springs, FL 34135 hereinafter referred to as the "Premises", and further described in Exhibit A which is attached hereto and made a part hereof.

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

SELLERS understand this is a voluntary transaction and that SELLERS are not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits. Relocation funding will only be available to any and all displaced tenants, as applicable.

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135



BSC-25-03-037



CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

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

3. CONSIDERATION. The SELLERS acknowledge the price to be paid for the Premises is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate properties and improvements above described is TWO HUNDRED THOUSAND DOLLARS and Zero Cents (\$200,000.00) based on an appraisal dated September 5, 2024 to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement. The following caveats must occur prior to closing:

- a. Ninety (90) days prior to closing the BUYER will update the appraisal to reflect the current fair market value of the property.
- b. Closing will occur following FloridaCommerce's approval of the BUYER's Environmental Review Record (ERR) for the IBE/Quinn/Downs/Dean West of Imperial Parkway Stormwater Project and subsequent issuance of a written Authorization to Use Grant Funds (AUGF).
- c. The SELLERS agree, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the BUYER.
- d. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the BUYER.
- e. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
- f. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-MIT program funds being used for the purchase of the Property cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS are currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding to any tenant currently located on premises. DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the BUYER, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
- g. AS APPLICABLE SELLERS must work with BUYER to identify displaced tenants prior to closing on the Premises with provisions identified in the Uniform





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Relocation Assistance and Real Property Acquisition Policies Act (URA). The URA allows the tenants to receive relocation benefits for up to 42 months. In case the tenants vacate the affected properties in good faith and prior to the sale of said properties, if the SELLERS decide against the sale of the affected properties in benefit of the City, the SELLERS will become financially responsible for fulfilling the URA benefits to the tenants entirely. This financial commitment will also include any payments already made by the City for the benefit of the tenants.

4. ENVIRONMENTAL. To the best of the SELLERS knowledge, the properties are in compliance with Environmental Laws. SELLERS will provide any hazardous permits if applicable to BUYER prior to closing should any hazardous substances, toxic substances, materials or waste, pollutants, or contaminants, including without limitation, petroleum and petroleum products, asbestos and polychlorinated biphenyls (PCBs) have been released, spilled, leaked, discharged, disposed of, pumped, poured, emitted, emptied, injected, leached, dumped or allowed to escape or threatened to release on, at, under, above, through or from the properties in violation of applicable Environmental Laws or in a manner which requires or could require investigation, remediation or any other response action or could result in liability under applicable Environmental Laws.

- a. SELLERS shall attest that the properties are not listed or proposed for listing on the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (CERCLA), nor are listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) or on any state list of sites requiring environmental investigation or clean-ups.

5. CONTINGENCIES.

- a. SELLERS shall vacate the property on or before the closing date outlined in Section 16. If SELLERS do not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. SELLERS must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
- c. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

- d. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through FloridaCommerce. The SELLERS acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, FloridaCommerce approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt of the AUGF from FloridaCommerce.
 - e. 1031 EXCHANGE. SELLERS may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, property surveys, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, as applicable. SELLERS's Transaction Costs include payoff fees. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS are represented by a realtor or attorney, the SELLERS are responsible for all SELLERS's realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the BUYER, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the BUYER any documents in SELLERS's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement.
10. ADDITIONAL COVENANTS OF SELLERS. From and after the date hereof and at all times prior to the end of the Option Period, SELLERS shall:





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

- a. Maintain the Properties substantially in the condition as it exists on the date hereof and not construct any improvements therein;
- b. Provide the BUYER with prompt written notice of any notice, inquiry, complaint or request for information received from any governmental authority with respect to the Properties including, without limitation, any investigation or request for information regarding an environmental claim or condition or any alleged violation of any applicable laws including, without limitation Environmental Laws;
- c. Not sell, transfer, lease, pledge, hypothecate or otherwise encumber any direct or indirect interest in the Properties or any portion thereof or any direct or indirect interest of SELLERS except to the BUYER;
- d. Not enter into any service or other contracts which are not cancelable upon thirty (30) days or less notice without penalty or which would be binding on BUYER after closing, in either case without the prior written consent of the BUYER;
- e. Notify the BUYER in writing promptly after it becomes aware of any factor or circumstance which makes any representation or warranty herein untrue or misleading in any material respect or jeopardizes or impairs the SELLERS ability to perform any covenant or agreement herein contained.

11. ACKNOWLEDGEMENTS. The SELLERS acknowledge that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the BUYER and its agents as a result of this Agreement or any incident to the sale of the referenced real property.

12. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between BUYER and the SELLERS.

13. VACANCY INSPECTION. The SELLERS acknowledge and agree that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secured. If the property is not secured, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the BUYER and the SELLERS.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

15. SELLER CLOSING ACTION ITEMS. The SELLERS agrees that all utilities will be turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing.
16. EXPIRATION OF OFFER. This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on or before **March 31, 2025** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasonable needs to be submitted to and approved by the BUYER prior to the expiration date.
17. FURTHER ASSURANCES. The SELLERS and BUYER shall execute, acknowledge and deliver to each other such additional assurances and documents as the other may reasonably request to effectuate the purposes of this Agreement.
18. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
19. The SELLERS shall close any open building permits and/or resolve any code enforcement proceedings prior to closing.
20. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

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

(This section intentionally left blank.)





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

Seller [REDACTED]

[REDACTED]
Signature

2-19-2025
Date

Seller [REDACTED]

[REDACTED]
Signature

2-19-2025
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [REDACTED]
Clerk

[REDACTED]
Michael S. Gibson, Mayor

(Seal)

Date: 3/5/25

APPROVED AS TO FORM:

[REDACTED]
City Attorney's Office

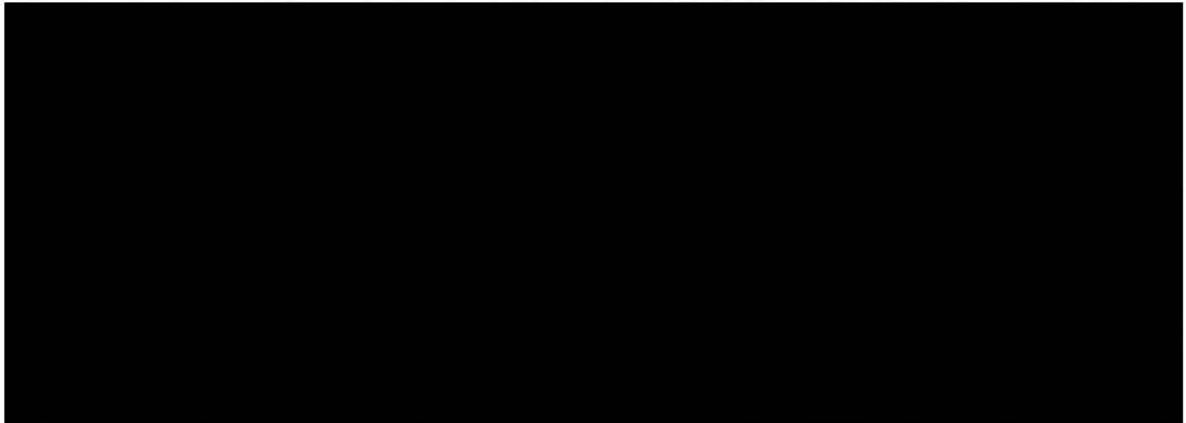




CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit A

Legal Description



Parcel ID: [REDACTED]

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





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida CDBG-MIT IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the FloridaCommerce Community Development Block Grant-Mitigation (CDBG-Mitigation) grant, the SELLERS hereby assign to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program or any other Federal, State Local or private sources relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-MIT funds are awarded.

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

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

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or FloridaCommerce.

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

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

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

(This section intentionally left blank)





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

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

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

OWNER 

Signature


Print Name

OWNER 

Signature


Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen


Signature

Elly Soto McKuen
Print Name





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Exhibit C

BSC 25-03-037
Purchase Agreement

Executed March 5, 2025





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT is made this 5th day of MARCH, 2025, by and between the **City of Bonita Springs, FL**, a municipality incorporated in the State of Florida (hereinafter referred to as "BUYER" or "City") and [REDACTED] **husband and wife** (hereinafter referred to as "SELLERS"):

1. PROGRAM DESCRIPTION. The BUYER is acting under a Community Development Block Grant-Mitigation (CDBG-MIT) grant from the U.S. Department of Housing and Urban Development made to FloridaCommerce, administered by the BUYER and hereinafter referred to as the "IBE/Quinn/Downs/Dean Infrastructure Program", to purchase certain Property in the City of Bonita Springs, Florida in which the SELLERS owns improved or vacant properties located at [REDACTED] Bonita Springs, FL 34135 hereinafter referred to as the "Premises", and further described in Exhibit A which is attached hereto and made a part hereof.

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

SELLERS understand this is a voluntary transaction and that SELLERS are not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits. Relocation funding will only be available to any and all displaced tenants, as applicable.

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

(See Exhibit A attached to this agreement)

More commonly known as:

[REDACTED]
Bonita Springs, FL 34135



BSC-25-03-037



CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

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

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

3. CONSIDERATION. The SELLERS acknowledge the price to be paid for the Premises is the current Fair Market Value that was determined by a certified Florida Appraiser. The purchase price for the real estate properties and improvements above described is TWO HUNDRED THOUSAND DOLLARS and Zero Cents (\$200,000.00) based on an appraisal dated September 5, 2024 to be paid at closing, minus any outstanding liens and transaction costs due from SELLERS which are due and payable at the date of settlement. The following caveats must occur prior to closing:

- a. Ninety (90) days prior to closing the BUYER will update the appraisal to reflect the current fair market value of the property.
- b. Closing will occur following FloridaCommerce's approval of the BUYER's Environmental Review Record (ERR) for the IBE/Quinn/Downs/Dean West of Imperial Parkway Stormwater Project and subsequent issuance of a written Authorization to Use Grant Funds (AUGF).
- c. The SELLERS agree, so long as this offer remains in effect, not to sell, mortgage, encumber, or otherwise dispose of the property or any part thereof, or interest therein, except to the BUYER.
- d. Loss or damage to the property by any cause shall be at the risk of the SELLERS until title has been conveyed to the BUYER.
- e. The SELLERS agree to deliver a good and sufficient general warranty deed conveying marketable title.
- f. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property which are due and payable at the date of settlement. It is further understood that the CDBG-MIT program funds being used for the purchase of the Property cannot and will not duplicate benefits that have been received for the same from any other funds. Duplication of Benefits (DOB) applies if the SELLERS are currently receiving funds for temporary housing from local, state, or federal sources as the BUYER will provide relocation funding to any tenant currently located on premises. DOB includes any Small Business Administration (SBA) loan secured by the SELLERS for relocation purposes. Additionally, SELLERS shall resolve any and all outstanding claims and sign a Subrogation Agreement (Attachment A) which will require the return of any and all monies or payments to either the funding agency or the BUYER, related to this property which may be claimed by SELLERS after settlement, stemming from Hurricane Irma, September 10, 2017 landfall in the City of Bonita Springs, Florida, and any disaster events afterwards.
- g. AS APPLICABLE SELLERS must work with BUYER to identify displaced tenants prior to closing on the Premises with provisions identified in the Uniform





CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Relocation Assistance and Real Property Acquisition Policies Act (URA). The URA allows the tenants to receive relocation benefits for up to 42 months. In case the tenants vacate the affected properties in good faith and prior to the sale of said properties, if the SELLERS decide against the sale of the affected properties in benefit of the City, the SELLERS will become financially responsible for fulfilling the URA benefits to the tenants entirely. This financial commitment will also include any payments already made by the City for the benefit of the tenants.

4. ENVIRONMENTAL. To the best of the SELLERS knowledge, the properties are in compliance with Environmental Laws. SELLERS will provide any hazardous permits if applicable to BUYER prior to closing should any hazardous substances, toxic substances, materials or waste, pollutants, or contaminants, including without limitation, petroleum and petroleum products, asbestos and polychlorinated biphenyls (PCBs) have been released, spilled, leaked, discharged, disposed of, pumped, poured, emitted, emptied, injected, leached, dumped or allowed to escape or threatened to release on, at, under, above, through or from the properties in violation of applicable Environmental Laws or in a manner which requires or could require investigation, remediation or any other response action or could result in liability under applicable Environmental Laws.

- a. SELLERS shall attest that the properties are not listed or proposed for listing on the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (CERCLA), nor are listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) or on any state list of sites requiring environmental investigation or clean-ups.

5. CONTINGENCIES.

- a. SELLERS shall vacate the property on or before the closing date outlined in Section 16. If SELLERS do not vacate the property, the BUYER shall have the right to void this contract, unless an extension has been agreed upon between SELLERS and the BUYER. The property shall be delivered at settlement free of any tenant or occupancy whatsoever.
- b. SELLERS must work with BUYER to identify displaced tenants prior to closing on the property with provisions identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).
- c. BUYER shall have the right to perform any and all inspections on the property up until the day of closing (settlement date). If BUYER's inspections are not satisfactory to the BUYER, the BUYER shall have the right to void this contract. BUYER shall also have the right to void this contract if the City's intended use of the property is a violation of any restrictive covenants on the property that cannot be modified.





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- d. BUYER and SELLERS acknowledge that the purchase of the property is with U.S. Department of Housing and Urban Development (HUD) funds that are being allocated through FloridaCommerce. The SELLERS acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review, FloridaCommerce approval of the purchase, the City of Bonita Springs City Council's approval of the purchase, and receipt of the AUGF from FloridaCommerce.
 - e. 1031 EXCHANGE. SELLERS may structure this transaction as part of a like-kind exchange. Each party shall reasonably cooperate with the other (at no cost or liability to the cooperating party) in effectuating said like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, including signing such documents as may be reasonably and customarily necessary to accomplish such exchange.
6. TRANSACTION COSTS. BUYER's Transaction Costs include appraisal fee, property surveys, BUYER's attorney fees, deed preparation, title search, and title insurance and all recording fees, as applicable. SELLERS's Transaction Costs include payoff fees. SELLERS shall be responsible for any costs necessary to deliver a marketable title (including recording of loan satisfaction). If SELLERS are represented by a realtor or attorney, the SELLERS are responsible for all SELLERS realtor and attorney fees.
7. REAL ESTATE TAXES. SELLERS shall provide a paid tax receipt for the most recent tax bill 5 days prior to closing. BUYER shall be responsible for the pro-rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the CITY, or the effective date of possession of such real property by the same, whichever is earlier. It shall be the obligation of the SELLERS to pay all taxes and assessments outstanding as liens at the date title vests of record in the BUYER, whether or not such taxes and assessments are then due and payable.
8. ADJUSTMENTS. NONE.
9. CONVEYANCE DATE OF CLOSING/POSSESSION. Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable or prohibits the City of Bonita Springs from its desired use of the property) and to all governmental statutes, ordinances, rules, and regulations. The SELLERS expressly agree herein to furnish to the BUYER any documents in SELLERS's possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title, if needed. SELLERS agrees to convey by marketable title with a general warranty deed, free of encumbrances. The deed will be prepared in the name of the City of Bonita Springs, FL and delivered to stipulated place of closing. The Closing Agent shall be authorized to disburse the sales proceeds at the time of settlement.
10. ADDITIONAL COVENANTS OF SELLERS. From and after the date hereof and at all times prior to the end of the Option Period, SELLERS shall:





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- a. Maintain the Properties substantially in the condition as it exists on the date hereof and not construct any improvements therein;
- b. Provide the BUYER with prompt written notice of any notice, inquiry, complaint or request for information received from any governmental authority with respect to the Properties including, without limitation, any investigation or request for information regarding an environmental claim or condition or any alleged violation of any applicable laws including, without limitation Environmental Laws;
- c. Not sell, transfer, lease, pledge, hypothecate or otherwise encumber any direct or indirect interest in the Properties or any portion thereof or any direct or indirect interest of SELLERS except to the BUYER;
- d. Not enter into any service or other contracts which are not cancelable upon thirty (30) days or less notice without penalty or which would be binding on BUYER after closing, in either case without the prior written consent of the BUYER;
- e. Notify the BUYER in writing promptly after it becomes aware of any factor or circumstance which makes any representation or warranty herein untrue or misleading in any material respect or jeopardizes or impairs the SELLERS ability to perform any covenant or agreement herein contained.

11. ACKNOWLEDGEMENTS. The SELLERS acknowledge that it has had an opportunity to review this Agreement and that it has had an opportunity, if needed, to contact an attorney of its choice to review this Agreement, and the SELLERS enters into this Agreement fully understanding the nature thereof and saves and holds harmless the BUYER and its agents as a result of this Agreement or any incident to the sale of the referenced real property.

12. FIXTURES AND PERSONAL PROPERTY. At the time of closing (settlement date), this sale includes all property, fixtures, equipment, and improvements of any kind left on the premises. Personal property, such as fixtures, can be removed from the property prior to Vacancy Inspection so long as this removal does not cause health or safety concerns on the premises. After the Vacancy Inspection date, SELLERS shall not be allowed to remove any personal property, fixtures or other items otherwise agreed upon between BUYER and the SELLERS.

13. VACANCY INSPECTION. The SELLERS acknowledge and agree that on the Vacancy Inspection date, the City will require the premises, including all external doors and windows to be secured. If the property is not secured, the Vacancy Inspection and closing may be required to be rescheduled for a later date. The Vacancy Inspection will need to be completed within twenty-four (24) hours prior to closing, unless otherwise agreed upon between the BUYER and the SELLERS.

14. RADON. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.





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- 15. SELLER CLOSING ACTION ITEMS.** The SELLERS agrees that all utilities will be turned off on or before the Vacancy Inspection date. SELLERS shall be responsible for the payment of all utilities up to the date of closing.
- 16. EXPIRATION OF OFFER.** This offer from BUYER will be withdrawn at **11:59 o'clock PM.** (Eastern Standard Time) on or before **March 31, 2025** unless accepted or countered by SELLERS in written form prior to such time. If SELLERS requires an extension to the time and date stated above to accept or counteroffer the offer presented by the BUYER, a written request with reasonable needs to be submitted to and approved by the BUYER prior to the expiration date.
- 17. FURTHER ASSURANCES.** The SELLERS and BUYER shall execute, acknowledge and deliver to each other such additional assurances and documents as the other may reasonably request to effectuate the purposes of this Agreement.
- 18. ENTIRE AGREEMENT.** This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.
- 19.** The SELLERS shall close any open building permits and/or resolve any code enforcement proceedings prior to closing.
- 20. EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the SELLERS and the CITY has signed this Agreement.

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

(This section intentionally left blank.)





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

Seller/ [REDACTED]

[REDACTED]
Signature

2-19-2025
Date

Seller/ [REDACTED]

[REDACTED]
Signature

2-19-2025
Date

BUYER/ CITY:

CITY OF BONITA SPRINGS, FLORIDA

ATTEST: Michael J. Sheffield, Clerk

By: [Signature]
Clerk
(Seal)

[Signature]
Michael S. Gibson, Mayor

Date: 3/5/25

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

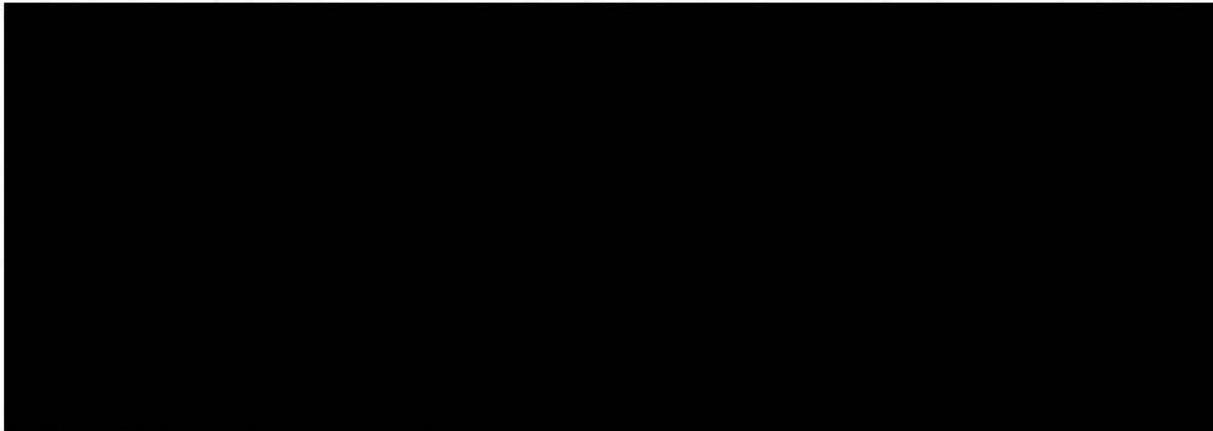




**CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM**

Exhibit A

Legal Description



Parcel ID: [REDACTED]

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



CITY OF BONITA SPRINGS, FLORIDA
IBE/QUINN/DOWNS/DEAN INFRASTRUCTURE PROGRAM

Attachment A

PROGRAM SUBROGATION AGREEMENT

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

To comply with federal law, the undersigned SELLERS of benefits under the Rebuild Florida CDBG-MIT IBE/Quinn/Downs/Dean West of Imperial Parkway Infrastructure Program (the "Program") being administered by the City of Bonita Springs (the "City") as a subrecipient of the FloridaCommerce Community Development Block Grant-Mitigation (CDBG-Mitigation) grant, the SELLERS hereby assign to the City all of their future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency ("FEMA") program, Small Business Administration ("SBA") program or any other Federal, State Local or private sources relating to temporary housing provided through the Program relating to the disaster or emergency for which these CDBG-MIT funds are awarded.

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

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

The SELLERS agree to assist and cooperate with the City should the City elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The SELLERS's assistance and cooperation shall include allowing suit to be





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brought in the name(s) of the SELLERS, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the City or FloridaCommerce.

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

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

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

(This section intentionally left blank)





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

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

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

OWNER [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

OWNER [REDACTED]

[REDACTED]

Signature

[REDACTED]

Print Name

CITY PROGRAM STAFF/ Elly Soto McKuen

Elly Soto McKuen

Signature

Elly Soto McKuen

Print Name





CITY OF BONITA SPRINGS, FLORIDA
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2020966er

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

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

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

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

19 (5) OTHER PERSONAL INFORMATION.—

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

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

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

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

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

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

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

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

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

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

ITEM TITLE: Approve Temporary Road Closures and Special Event Permit For 4th Of July “Star-Spangled Bonita” and Parade on Friday, July 4, 2025.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND: The Bonita Springs Professional Firefighters Local 3444 will be hosting its annual Fourth of July Parade on Friday, July 4, 2025, starting at 9:00 am. The theme of this year’s parade is Hometown Heroes. The firefighters will be working in partnership with the Lee County Sheriff’s Office to coordinate the safe movement of pedestrians and traffic from the setup to the completion of the parade. Portions of Old 41 Road from Rosemary Dr to Kentucky Street will be closed for the parade. The closure will begin at approximately 8:30 am to 12:30 pm for pedestrian safety.

The road will reopen after the parade and Old US 41 Road from Wilson Street to Childers Street will be closed again at 5:00 pm for Star Spangled Bonita. The City will then hold its celebration of the Annual “Star-Spangled Bonita” event scheduled for Friday, July 4, 2025, from 6:00 pm to 9:00 pm. The event will include live musical entertainment from the “Ben Allen Band”, food, beverages, and the laser light/fireworks show. Additionally, this year will also include a drone show.

The Rotary Club of Bonita Springs, Inc. will partner with the city for the sale of beer and wine. The proceeds from the sales will benefit the club’s local not-for-profit activities. Staff is coordinating the events with the Bonita Springs Fire Control and Rescue District and with the Lee County Sheriff’s Office. Old 41 from Wilson to Ragsdale will be closed from 5:00 pm through 10:00 pm. The road closure assists in pedestrian traffic and safety. Portions of Reynolds will also be closed. The road between the Liles Hotel Plaza and Riverside Park will be closed at 8:00 pm to thru traffic for pedestrian safety. City Council has approved funds for the 4th of July event, and it is available in line item 00.430.574.4804

STAFF RECOMMENDATION: Approve temporary road closures for the 4th of July festivities and the special event permit for the 4th of July Party in the Park and Parade to be held on Friday, July 4, 2025.

ATTACHMENTS:

1. Special event application- Star Spangled Bonita
2. Special event application- Parade

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 Phone: 239/949-6262
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

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: City of Bonita Springs
Nature of Event: 4th of July 2025
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>07/04/25</u>	<u>8am to 6pm</u>	<u>6pm to 9pm</u>	<u>9pm 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? 2020
Individual Contact for Activity/Event: Karissa Minter Phone: 239 949 6264
Address: _____ Website: _____
E-Mail Address: _____
Major Sponsor(s): _____
Promoter(s): _____ Phone or Contact #: _____

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

Yes ☒ No ☐

Actual Anticipated number: 8000

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: _____
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?

☒
☐

If yes, by whom:

Eagle Handlers

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.

[Signature]
Signature of Applicant

05/23/25
Date

Comments: _____

City Manager

Date

Comments: _____

Application Fee is non-refundable.

STAR SPANGLED BONITA

Laser & Fireworks Display

4th of July Celebration

FRIDAY, JULY 4TH 2025



FEATURING THE BEN ALLEN BAND!

LIVE MUSIC, FOOD TRUCKS, LASER LIGHTS & FIREWORKS,
AND A DRONE SHOW!!!!

LOCATION: RIVERSIDE
PARK

10450 REYNOLDS ST,
BONITA SPRINGS, FL 34135

STARTS AT 6:00 PM

FOR MORE INFORMATION
PLEASE CALL 239-949-
6262



STAR SPANGLED
BONITA 2025

Fire
Department

Fire Dept
First Aide

Lost & Found
T-Shirt Table

ATM

Radio
Station

Rotary
Refreshment
Truck

Rotary
Refreshment
Truck

Food Vendor

Food vendor

Food vendor

Food Vendor

Food
vednor

Food
vendor

food
vendor

Food
vendor

No Parking

- 1 Table
- 2 Table
- 3 Table
- 4 Table
- 5 Table
- 6 Table
- 7 Table
- 8 Table
- 9 Table



LEGEND

-  = PARADE ROUTE
-  = LAW ENFORCEMENT OFFICER
-  = VARIABLE MESSAGE BOARD

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).

MOT provided by:
Bob's BARRICADES, INC.
COMPLETE WORKSITE TRAFFIC CONTROL

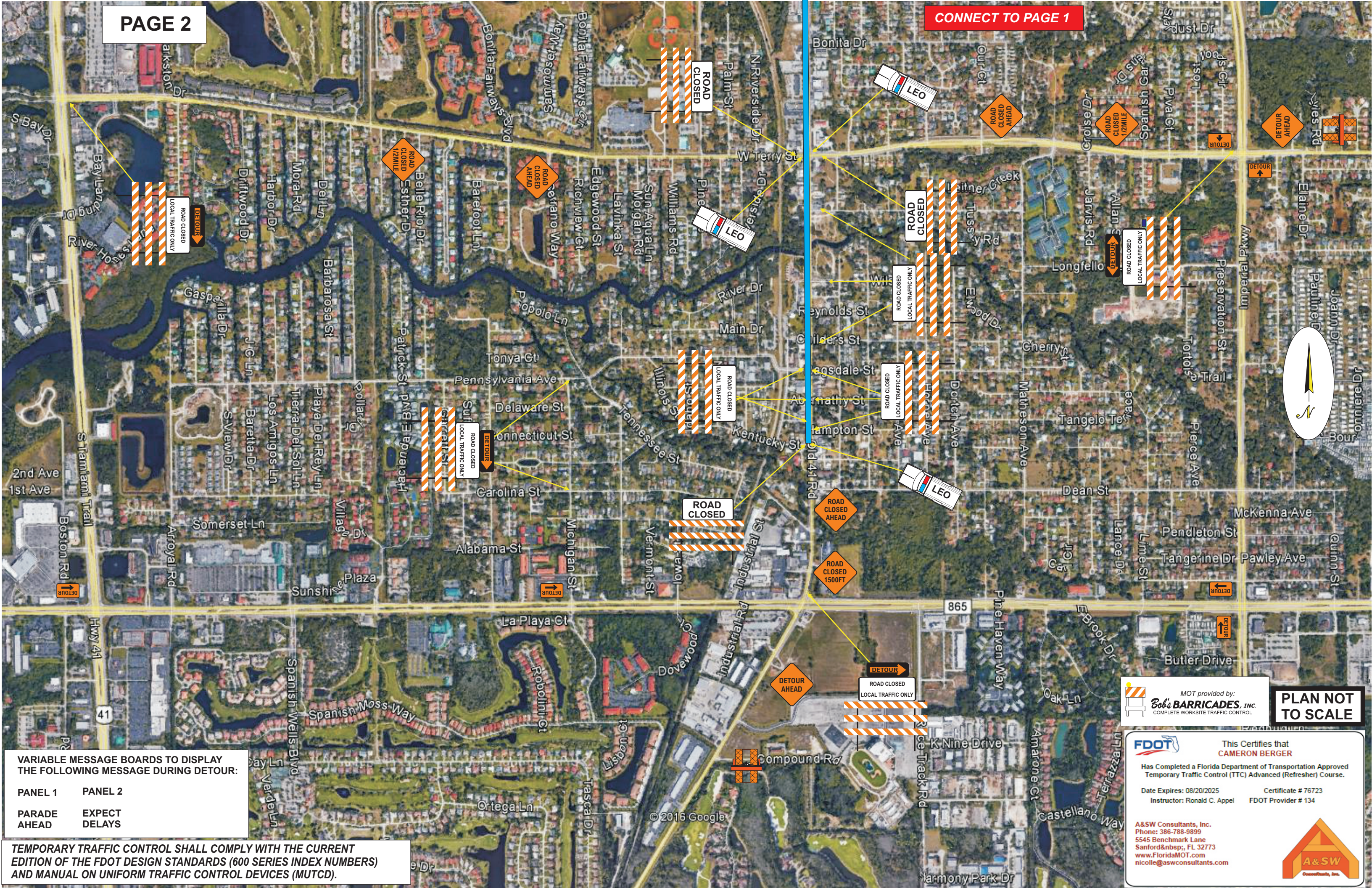
PLAN NOT TO SCALE

FDOT This Certifies that
CAMERON BERGER
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 08/20/2025 Certificate # 76723
Instructor: Ronald C. Appel FDOT Provider # 134

A&W Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



CONNECT TO PAGE 2



VARIABLE MESSAGE BOARDS TO DISPLAY THE FOLLOWING MESSAGE DURING DETOUR:

PANEL 1	PANEL 2
PARADE AHEAD	EXPECT DELAYS

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).

MOT provided by:
Bob's BARRICADES, INC.
COMPLETE WORKSITE TRAFFIC CONTROL

PLAN NOT TO SCALE

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Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com

A&SW
Consultants, Inc.

Karessa Minoli

From: Laura Fay <L.Fay@railcold.com>
Sent: Monday, May 19, 2025 1:31 PM
To: Karessa Minoli
Cc: Justin Morris; Matt Milz; Elizabeth Serowka
Subject: FW: 4th of July 2025
Attachments: FMIT 0927 Seminole Gulf Railway 5.13.25.pdf

Hi Karessa,

We will not have any trains operating in your area in and around 7/4/25. Enjoy your special event! Thank you kindly for the certificate of insurance.

Best wishes,
Laura Fay
Florida Freezer L.P.
GFA Rail Services Inc.
Seminole Gulf Railway L.P.
Phone: 239-275-6060, ext. 103
Fax: 239-275-0581

CONFIDENTIALITY STATEMENT

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Your cooperation and assistance is greatly appreciated.

From: Karessa Minoli <karessa.minoli@cityofbonitasprings.org>
Sent: Tuesday, May 13, 2025 12:27 PM
To: Laura Fay <L.Fay@railcold.com>
Subject: 4th of July 2025

Good afternoon

. We are hosting our annual 4th of July Star Spangled Bonita event on Friday July 4th 2025. Star-Spangled Bonita will take place from approximately 6 pm-dusk. The firework launch site will be placed in Depot Park, near the railroad, as usual. Set-up will begin the day before the event.

As in the past, we are requesting you suspend the use of the railway during the event. Please send confirmation if this is approved.

Attached is the certificate of insurance.

Please let me know if you have any questions.

Thank you and have a wonderful day!

Thank you,

***Karessa Minoli* | Community Relations and Events Manager**



9101 Bonita Beach Road, Bonita Springs, FL 34135

phone | (239) 949-6262 • fax | (239) 949-6239

email | Karessa.Minoli@cityofbonitasprings.org

website | www.cityofbonitasprings.org



- Click these icons to connect with us on social media!



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

Mike Gibson
Mayor

Jamie Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Jim Fitzpatrick
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

May 23rd, 2025

Re: Temporary Sale of Alcohol for the Bonita Springs Rotary Club for the
Star Spangled Bonita Event on July 4th, 2025.

To Whom It My Concern:

Please be advised that the Bonita Springs Rotary Club is authorized to sell alcohol
at the upcoming Star Spangled Bonita Event on July 4th, 2025 at Riverside Park, Bonita
Springs, Florida.

Please feel free to contact me at (239) 949-6262 if I may be of additional assistance in this
matter.

Sincerely,

Lora Taylor
Communications Director

cc: Arleen Hunter, City Manager



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: CRR/FLS
5400
File Number: 9NV00229

05/09/2026

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE for:**

GLENN STUART WRIGHT

PYROTECHNICIAN
(954)330-1668

1497 KING CHARLES DRIVE
PITTSBURGH, PA 15237

and is ONLY valid under the following Federal explosives license/permit:

9-NV-003-23-1J-00229

PYROTECNICO F/X LLC
PYROTECNICO
6963 SPEEDWAY BLVD SUITE 104
LAS VEGAS, NV 89115

Dear GLENN WRIGHT:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

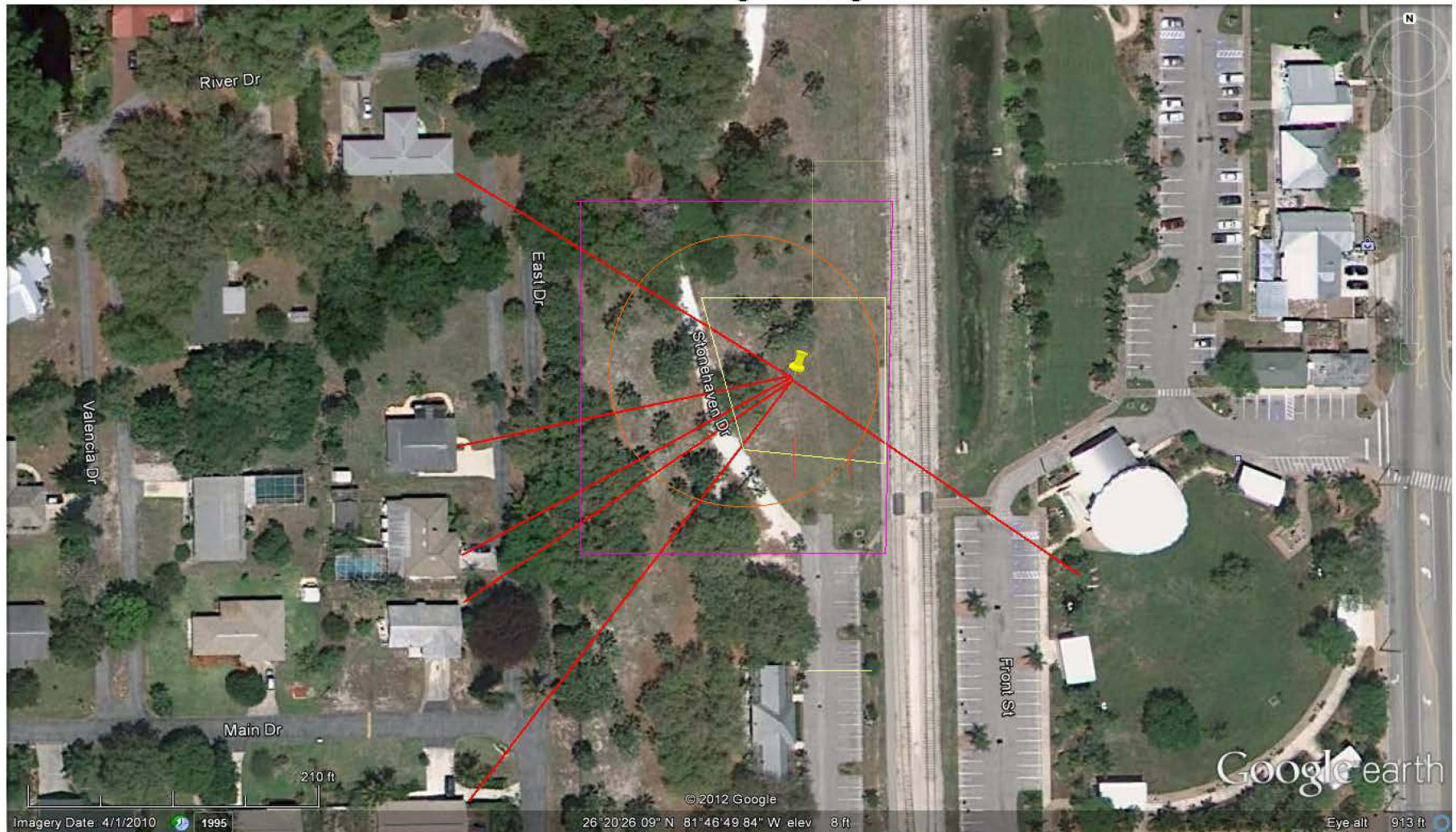
Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

Area Marked With Yellow Lines Proposed Fenced Area This Will Keep The Firing Site Secure Red Lines Indicate Gate Access Big Enough To allow a 16' Box Truck.



We will extend out the area as usual with tape for the actual show for fallout area.
Fall out area marked as orange circle, Pink Lines extended caution tape area.
Yellow Lined Rectangle is the Drone Area fencing which is 50' x 150'

Bonita Spring Firework Specifications

July 4th 2025

All products used conform to 49 CFR 173.56(j)(1) and **APA Standard 87-1** otherwise known as **Consumer class fireworks. 1.4g**

As there are no specific guidelines for this class of fireworks used for a public display

We will defer to NFPA 1123 guidelines for 1.3g class Multi shot devices our largest tube size is 1 inch

For any other enquiries please feel free to contact Glenn Wright at Lasernet

Office 305 690 6885 Mobile 954 330 1668

Glenn_s_wright@yahoo.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2025

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

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

PRODUCER Risk Management Associates, Inc. P. O. Box 2416 Daytona Beach FL 32115		CONTACT NAME: Patricia Jenkins PHONE (A/C, No, Ext): (386) 252-6176 E-MAIL ADDRESS: trish.Jenkins@bbrown.com FAX (A/C, No): (386) 239-4049	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Insurance Company of Pittsburgh, Pa.	
		NAIC # 19445	
INSURED Bonita Springs Fire Control & Rescue District 27701 Bonita Grande Drive Bonita Springs FL 34135		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2551326402**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			VFNU-TR-0022195-04	10/11/2024	10/11/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			VFNU-TR-0022195-04	10/11/2024	10/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			VFNU-TR-0022195-04	10/11/2024	10/11/2025	EACH OCCURRENCE \$ 2,000,000
			AGGREGATE \$ 4,000,000				
			Prod- COMP/OP AGG \$ 4,000,000				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate of Insurance issued as proof of coverage.

CERTIFICATE HOLDER**CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2025

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PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 888-728-0817 E-MAIL ADDRESS: certificates@bbimi.com	FAX (A/C, No): 954-452-0450
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Tokio Marine Specialty Ins Co		23850
INSURER B : Infinity Insurance Companies		39497
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 2116363595**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	PPK2615898-009	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			50016385101	10/28/2024	10/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			PUB886287-004	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 ROD/COMP OPS \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Laser Light Entertainment - Sales, Service, Rental w/operators.

CERTIFICATE HOLDER**CANCELLATION**

City of Bonita Springs
9101 Bonita Beach Rd
Bonita Springs FL 34135

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

AUTHORIZED REPRESENTATIVE

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5/23/2025

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INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Tokio Marine Specialty Ins Co		23850
INSURER B : Infinity Insurance Companies		39497
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1110155359** **REVISION NUMBER:**

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

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B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			50016385101	10/28/2024	10/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			PUB886287-004	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 ROD/COMP OPS \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Laser Light Entertainment - Sales, Service, Rental w/operators.

CERTIFICATE HOLDER**CANCELLATION**

City of Bonita Springs
9101 Bonita Beach Rd
Bonita Springs FL 34135

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AUTHORIZED REPRESENTATIVE

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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: BONITA SPRINGS PROFESSIONAL FIRE FIGHTERS LOCAL 3444
Nature of Event: INDEPENDENCE DAY PARADE
Location (Attach Site Plan): _____

Date

Set-Up Time

Actual Event Times

Take Down Time

7/4/25 7AM to 1PM 9AM to 12PM 12PM to 1PM

For multiple dates, please attach letter.

Has this event been held in the past? YES
Individual Contact for Activity/Event: FRANK TODD
Address: _____
E-Mail Address: FTODD54@COMCAST.NET
Major Sponsor(s): G+C TOWNS
Promoter(s): _____

If so, when was the last event? 7/4/24
Phone: 239-220-0593
Website: WWW.BONITASPRINGSPARADE.COM

Phone or Contact #: _____

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

Yes ☒ No ☐

Actual Anticipated number: 3,000

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

☐ ☒

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

☐ ☒

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

☐ ☒

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

15. Sanitary Facilities:

Yes No

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

☐
☒

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

☐
☒

Will additional refuse containers/dumpsters be provided?

☐
☒

If yes, by whom: _____

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

James Todd 5/1/25
Signature of Applicant Date

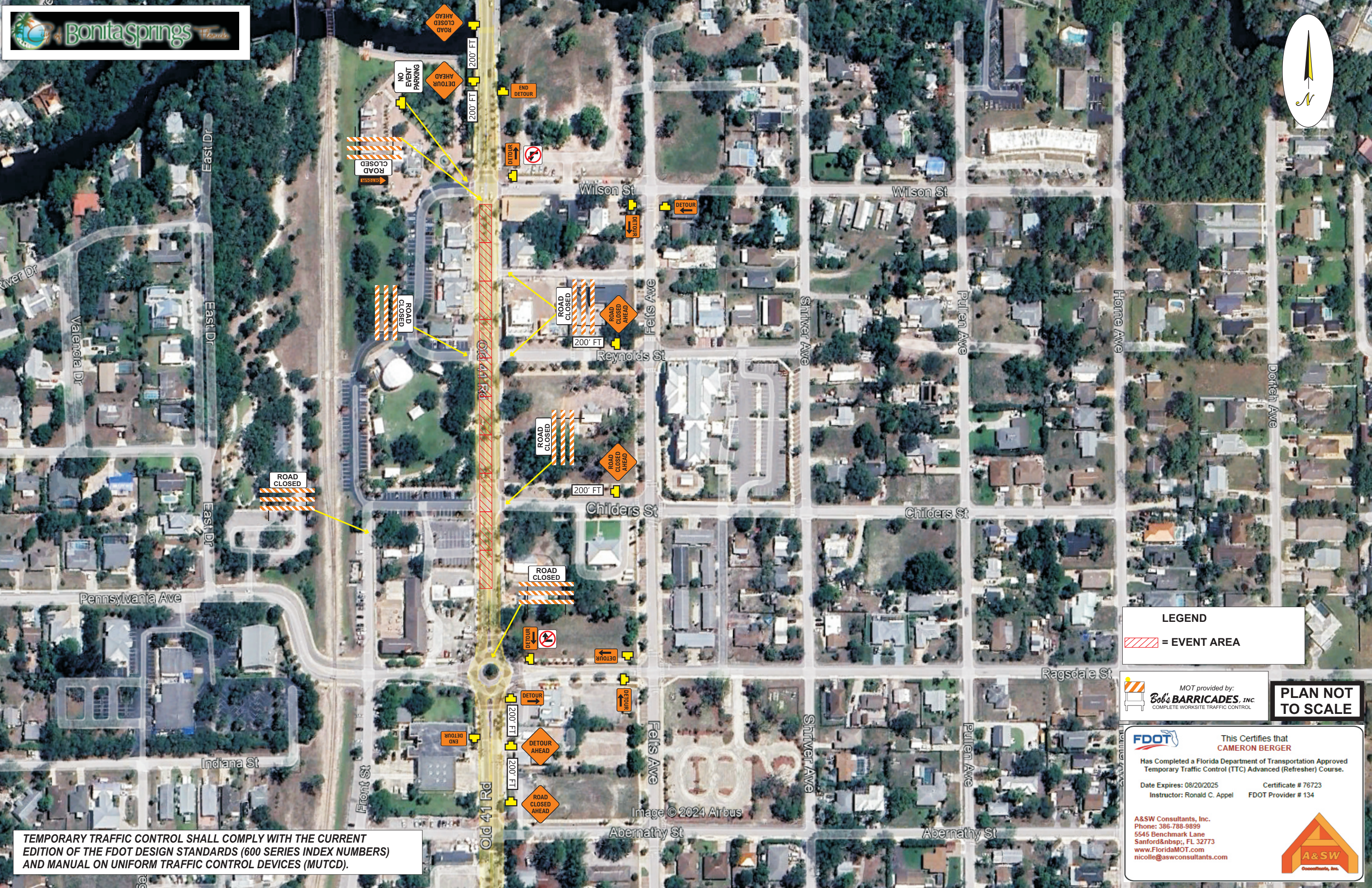
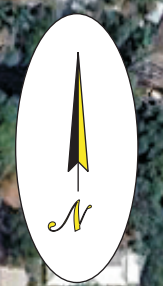
Comments: _____

Comments: _____

City Manager

Date

Application Fee is non-refundable.



LEGEND

 = EVENT AREA

MOT provided by:
Bob's BARRICADES, INC.
COMPLETE WORKSITE TRAFFIC CONTROL

PLAN NOT TO SCALE

FDOT This Certifies that **CAMERON BERGER**
Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.
Date Expires: 08/20/2025 Certificate # 76723
Instructor: Ronald C. Appel FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



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).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2025

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

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

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 888-728-0817 E-MAIL ADDRESS: certificates@bbimi.com	FAX (A/C, No): 954-452-0450
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Tokio Marine Specialty Ins Co		23850
INSURER B : Infinity Insurance Companies		39497
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 347685994 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	PPK2615898-009	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			50016385101	10/28/2024	10/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			PUB886287-004	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 ROD/COMP OPS \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Laser Light Entertainment - Sales, Service, Rental w/operators.
Certificate Holder is additional insured with respect to liability in accordance with all terms of the Additional Insured Endorsement attached to the policy.
Coverage is Primary & Non-Contributory when required by written contract. Waiver of subrogation in favor of the additional insured applies to the policy when so required by written contract. Umbrella/Excess coverage is follow-form to underlying policies. Insurance company will issue 30 days' notice of cancellation in accordance with policy provisions, except 10 days' notice for non-payment.

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

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ITEM TITLE: Approve a request to release a Unity of Title, recorded in the Official Records of Lee County, restoring two combined platted lots to their original separate status, and authorize the Mayor, City Attorney, and staff to execute a release document.

REQUESTOR: Jay Sweet, PSM, AICP, Principal Planner & City Surveyor and Mary Tornberg, Esq., Senior Planner.

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

In 2022, John and Jenivee Schoenheit, owners of Lots 26 and 27 of the Park Place Plat (also known as 9817 and 9829 Tonya Court) petitioned to combine the two lots into a single plot of land (LDO22-95029-BOS). Community Development staff administratively approved the request, and a Unity of Title covenant was recorded in the Official Records of Lee County.

The property owners have since changed their plans to expand their dwelling and have taken no affirmative steps in furtherance of the combination of the parcels. They have petitioned (LDO25-123705-BOS) to release the Unity of Title covenant, restoring the property to its original two separate platted lots.

Pursuant to Condition 2 of the Unity of Title, the covenant may be released by City Council.

Staff has no objection to approving the request.

STAFF RECOMMENDATION: Approve applicant's request and authorize the Mayor, City Attorney, and staff to execute a release document.

ATTACHMENTS:

1. Recorded Notice of Unity of Title (Instrument #2023000041576)
2. 4/02/25 Property Owner Petition to Release
3. Park Place Plat

REVIEWERS:

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



195029

REVIEWED FOR
ZONING COMPLIANCE

NOTICE OF UNITY OF TITLE Jeniver Schoenheit

In consideration of the issuance of a permit to John & (owner) _____, for the construction of/combination of 9817 Tonya Court and 9829 Tonya Court in the City of Bonita Springs, Lee County, Florida, and for other good and valuable considerations, the undersigned does hereby agree to restrict the use of, that lands described in Exhibit "A" attached hereto and made a part hereof, in the following manner:

1. That said property shall be considered as one plot of land and that no portion of said lot, plot and parcel shall be sold, transferred, devised, assigned, or mortgaged separately except in its entirety as one plot or parcel of land.
2. The undersigned is put on notice that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned their heirs and assigns until such time as the same may be released in writing by the City Council of the City of Bonita Springs.
3. The undersigned is further put on notice that this instrument will be recorded in the public records of Lee County, Florida, provided, however, that the City Council may approve the rescinding of this covenant upon the presentation of a new recorded covenant which complies with the laws applicable to the new uses intended.
4. This covenant shall automatically be rescinded and the record title automatically cleared thereof upon the filing of a Plat of record of the entire property above described or of a portion so subdivided.

SIGNED, SEALED, EXECUTED and ACKNOWLEDGED on this 13th day of September, 2022, John & Jeniver Schoenheit at Bonita Springs, FLORIDA.

[Signature]
Witness
[Signature]
Witness

John W. Schoenheit (TN)
John W. Schoenheit
(Property Owner)
Jeniver Schoenheit (TN)
Jeniver Schoenheit

NOTARY PUBLIC:

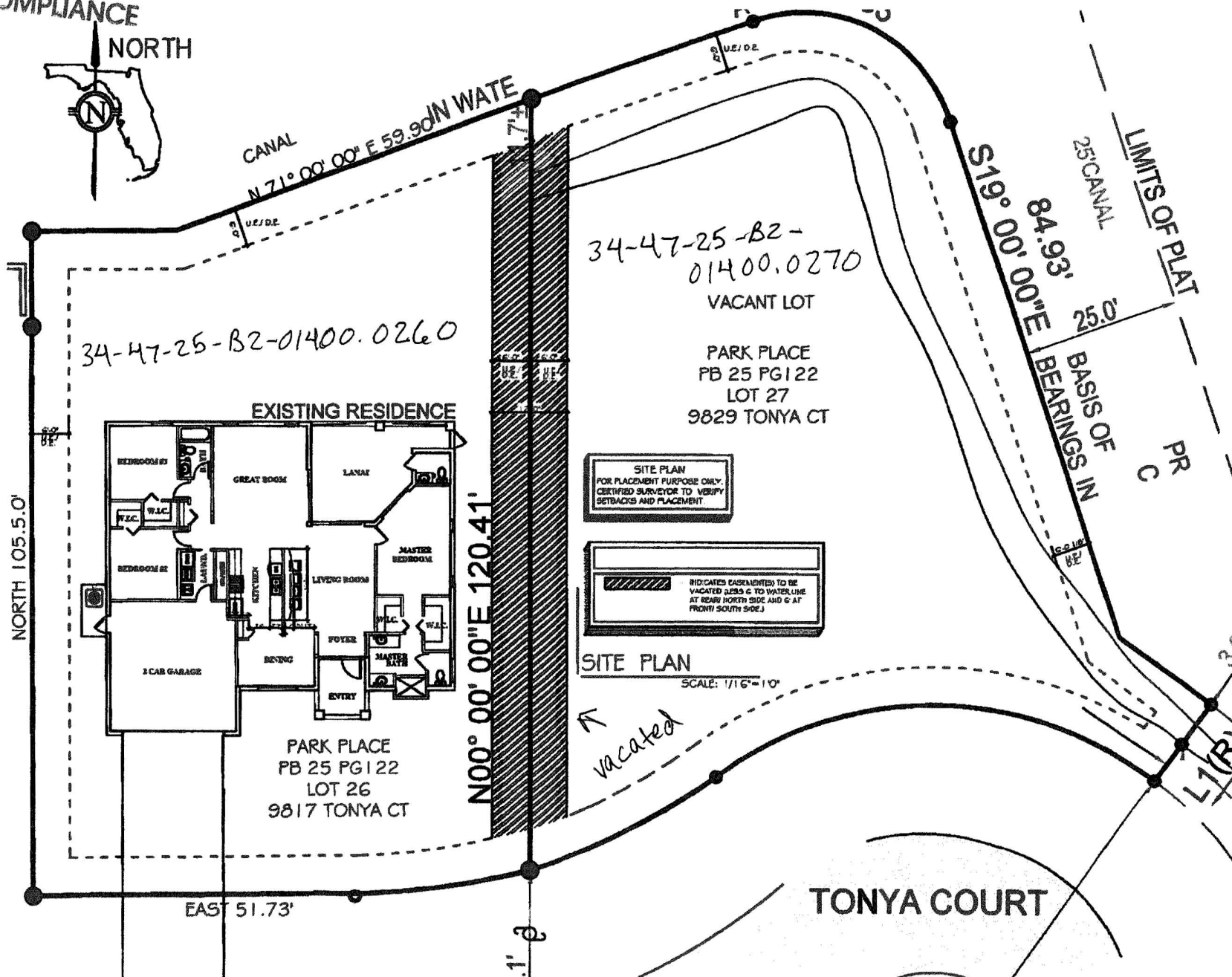
I HEREBY CERTIFY that on this day of 13th (date) September, 2022 (year), before me personally appeared (owner) John & Jeniver Schoenheit to me well known to be the person described in and who executed the foregoing instrument of their free act and deed.

WITNESS my signature and official seal in the County of Lee, State of Florida, this day of September 13th, 2022.
my commission expires:

Attach legal descriptions and STRAP numbers for each lot to be bound.



TAKARA NORTHINGTON
Notary Public
State of Florida
Comm# HH228651
Expires 2/14/2026



4/2/2025

To whom it may concern: John and Jenivee Schoenheit are requesting that the unity of title be rescinded at 9817 and 9829 Tonya court Bonita Springs, FL 34135.

We have included an affidavit (Notarized) stating that no improvements or modifications to the property have been made that prevents the restoration of the properties to their original size and location and that the restored lots meet the minimum requirements of the City's zoning for the property.

Also included is the original subdivision plat document and copies of the surveys when purchased and after the unity of title was done.

Thank you,

John W. Schoenheit 4/4/2025

John Schoenheit

Jenivee Schoenheit

Jenivee Schoenheit 4/04/25

State of FL
County of LEE

On April 04, 2025

before me, John and Jenivee Schoenheit, appeared
personally known

to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marie A. Schaible



Affiant Known ☒ Produced ID
Type of ID _____

(Seal)

I hereby certify that this plat of PARK PLACE is a true and correct representation of a recent survey made and plotted under my direction and that permanent reference monuments have been set in accordance with the provisions of section 7, Chapter 10275, Laws of Florida, Acts of 1925.

Reg. Land Surveyor, Fla. Cert. No. 1092
W.S. Thompson Company, Ft. Myers, Fla.

PARK PLACE

A SUBDIVISION IN
BLOCK 59, HEITMAN'S BONITA SPRINGS TOWNSITE
PLAT BOOK 6, PAGE 24

THE NE 1/4 OF SECTION 34, T 47 S, R 25 E
LEE COUNTY, FLORIDA

SCALE: 1" = 100'

SEPTEMBER 1970

DESCRIPTION

All that part of BLOCK 59, HEITMAN'S BONITA SPRINGS TOWNSITE as recorded in plat book 6, page 24 lying East of WISCONSIN STREET more particularly described as follows:

From a Railroad Spike marking the center of the intersection of PENNSYLVANIA AVENUE and WISCONSIN STREET run N 0° 02' 30" E 25.0 feet, Thence East 25.0 feet to the P.O.B. Thence East 991.84 feet, Thence N 35° 00' W 122.08 feet, Thence N 54° 00' W 340.30 feet, Thence N 19° 00' W 74.7 feet, more or less to the waters of the IMPERIAL RIVER, Thence Northwesterly along the waters of said river a distance of 420 feet, more or less to a point N 0° 02' 30" E of the P.O.B.; Thence S 0° 02' 30" E 1209.58 feet to the point of beginning.

NOTES

EASEMENTS— for Utilities & Drainage of 6 feet are reserved along each boundary line of each homestead.

— Indicates Permanent Reference Monument.

— Indicates Reference monuments.

All curve radii are 25' unless otherwise noted.

"RAD." Indicates a lot line which is radial.

Meridian Assumed.

CURVE DATA

CURVE	RADIUS	DELTA	ARC
(1)	100'	22° 30' 04"	39.22'
(2)	100'	13° 09' 22"	22.96'
(3)	60'	112° 16' 26"	117.57'
(4)	60'	86° 52' 46"	90.98'
(5)	100'	16° 25' 17"	28.66'
(6)	100'	19° 14' 09"	33.57'
(7)	60'	71° 39' 26"	75.04'
(8)	60'	71° 31' 30"	74.90'
(9)	60'	57° 59' 50"	60.73'
(10)	60'	50° 08' 06"	52.50'
(11)	60'	52° 09' 40"	54.62'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Robert G. Varner and his wife Jammie Ruth Varner the owners of the herein described lands, have caused this plat of PARK PLACE to be made and do hereby dedicate to the perpetual use of the public all streets, avenues, roads drives and easements shown hereon.

IN WITNESS WHEREOF, the owners have hereunto set their hands and seals upon this 19th day of October, A.D. 1970.

WITNESS Blancha C. Eumours Robert G. Varner SEAL

WITNESS Jammie Ruth Varner Jammie Ruth Varner SEAL

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Robert G. Varner and his wife Jammie Ruth Varner to me known to be the persons described in and who executed the foregoing dedication and they acknowledged before me that they executed the same for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Fort Myers said County and State this 19th day of October, A.D. 1970.

Blancha C. Eumours
Notary Public, State of Florida at large
My Commission expires 4/3/71

APPROVALS

This plat approved this 3rd day of February, A.D. 1971 in open meeting of the board of County Commissioners of Lee County, Florida.

Orville Scott
Chairman

Frank A. Pavese
County Attorney

D.J. Farabee
Clerk

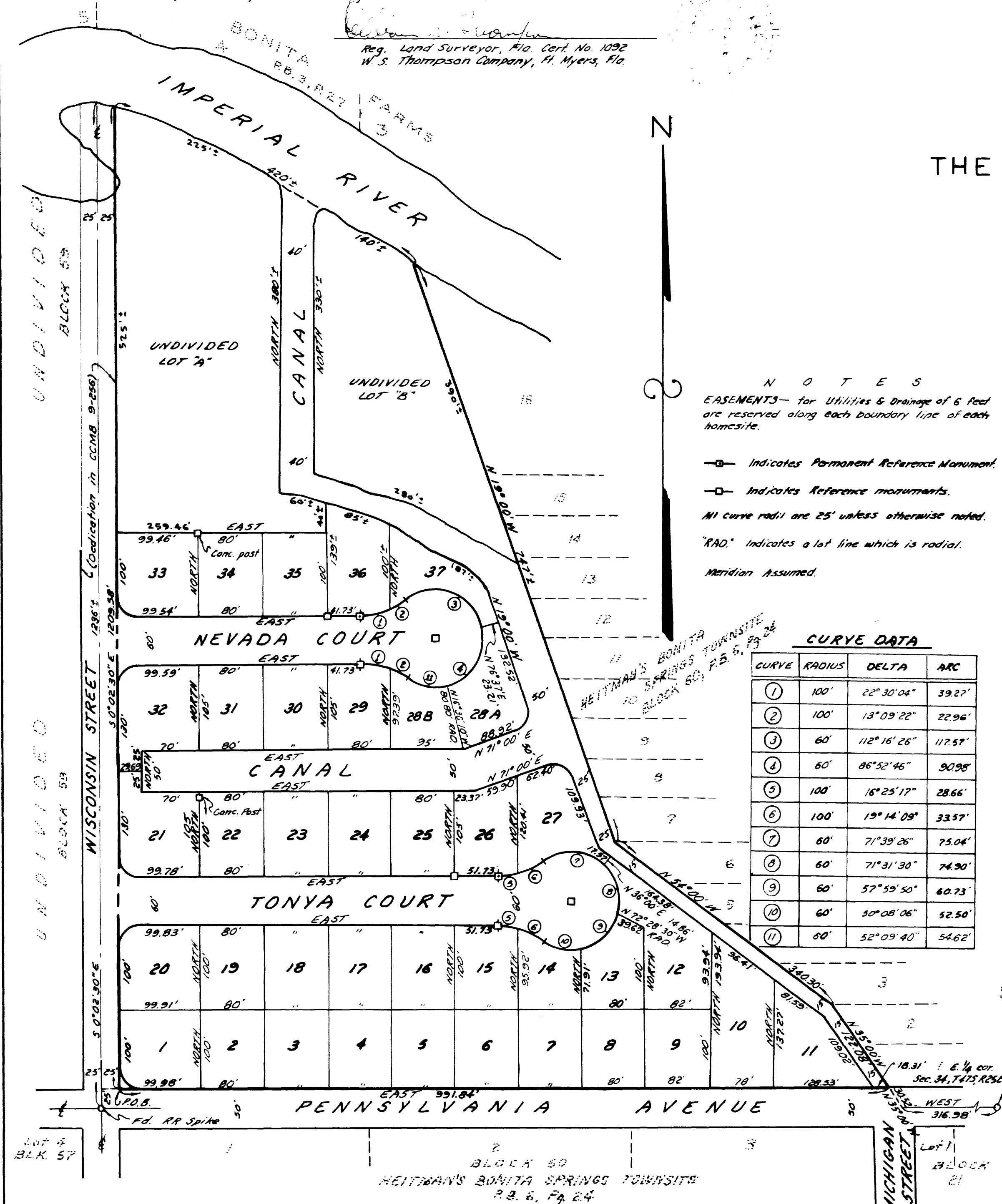
Wm. Connelley
County Engineer

I HEREBY CERTIFY that this plat of PARK PLACE has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, Laws of Florida, Acts of 1925.
I FURTHER CERTIFY that said plat was filed for record at 3:06 P.M. this 4th day of February, A.D. 1971 and duly recorded in Plat Book 25 on Page 122 of the public records of Lee County, Florida.

D.J. Farabee
Clerk of the Circuit Court in and for Lee County

APPROVAL OF THIS
PLAT FOR RECORD
MADE BY THE BOARD OF
ASSURE PROCTOR Z...

Petition to Vacate
Petition No: 88-04
Description: Road ROW
Date of Approval: 04/19/88
Resolution No: 88-4-25
CCMB: 191 Page: 35



ITEM TITLE: Discussion on enhancing public fishing amenities in the city, including the potential construction of a dedicated fishing pier.

REQUESTOR: Jesse Purdon, Deputy Mayor

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY: # 3 Enhance Community Aesthetics, Parks and Facilities

BACKGROUND:

I would like to discuss opportunities with City Council to improve public fishing amenities in the city, including the potential construction of a dedicated fishing pier. Previous Councils have reviewed potential water access, and I would like to ask staff to review any previous studies and provide recommendations for further discussion.

RECOMMENDATION: Discuss opportunities to improve fishing amenities and provide direction to staff accordingly.

ATTACHMENTS: None

REVIEWERS:

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