



Bayshore Gateway Triangle CRA • Bayshore Beautification MSTU
Haldeman Creek MSTU

Bayshore Beautification MSTU

AGENDA

September 13, 2023 - 5:00 PM

Hybrid Virtual Zoom Advisory Committee Meeting

4870 Bayshore Dr FGCU Buehler Auditorium, Naples, Florida 34112

Chairman Maurice Gutierrez

, Sandra Arafet, Susan Crum, George Douglas, Frank McCutcheon Robert Messmer, Joann Talano

- 1. Call to Order Roll Call**
- 2. Pledge of Allegiance**
- 3. Adoption of Agenda**
- 4. Approval of Minutes**
 - a. June 7, 2023 (Attachment 1)
- 5. Landscape Maintenance Report**
 - a. Armando Yzaguirre
 - b. MSTU Project Managers Maintenance Report – (Attachment 2)
- 6. Community / Business Presentations**
- 7. Old Business**
 - a. EV Chargers CRA Parking Lot Update (Attachment 3)
 - b. Electrical Breaker Box Replacement (Attachment 4)
- 8. New Business**
- 9. Staff Report**
 - a. Insurance Claims Report (Attachment 5)
 - c. Financials (Attachment 6)
- 10. Correspondence and Communication**
 - a. International Coastal Clean-up 9.16.23 (Attachment 7)
 - b. Ascent Article (Attachment 8)
 - c. Del Ackerman Article (Attachment 9)
 - d. Another Cultural Thread Coming to Naples (Attachment 10)
- 11. Public Comments**
- 12. Staff Comments**
- 13. Advisory Committee Comments**
- 14. Next Meeting Date**
 - a. October 4, 2023 @ 5:00pm
- 15. Adjournment**

Bayshore CRA Offices: 3299 Tamiami Trail E, Unit 103, Naples, Florida 34112

Phone: 239-252-8844

Online: www.bayshorecra.com

June 7, 2023 Meeting Minutes

BAYSHORE BEAUTIFICATION MSTU MINUTES OF THE JUNE 7, 2023 MEETING

The meeting of the Bayshore Beautification MSTU Advisory Committee was called to order by Maurice Gutierrez at 5:00 p.m. located at 4870 Bayshore Dr, Buehler Auditorium.

- I. **Roll Call:** Advisory Board Members Present: George Douglas, Maurice Gutierrez, Sandra Arafet, Frank McCutcheon, Bob Messmer, and Susan Crum. Joann Talano was approved to attend virtually.
- II. **MSTU Staff Present:** Greg Oravec, CRA Director, Tami Scott, Project Manager, Shirley Garcia, Program Manager
- III. **Pledge of Allegiance:** Led by Maurice Gutierrez.
- IV. **Adoption of Agenda:** Sandra Arafet made a motion to accept the Agenda, seconded by Susan Crum. The motion passed unanimously.
- V. **Adoption of Minutes:**
 - a. Minutes of the April 5, 2023 meeting- George Douglas made a motion to approve, seconded by Susan Crum approved unanimously.
- VI. **Landscape Report:**
 - a. **Armando Yzaguirre** -provided an update on the monthly maintenance and challenges. So far everything is up and running waiting to fertilize and when the shipment comes in they will start. He will see if the test pilot project works on the dying palms and if it works will see if we can start using it for the other plantings.
 - b. **MSTU Project Managers Maintenance Report** – Isabelle had a question regarding the irrigation at the 17 acres. She said the lake in the garden had a very high salinity content and now it's back to normal. Do we have prior records? Tami Scott spoke with the consultant, Stantec. For those who don't know, we were trying to use the pond water to irrigate the landscaping. It was too salty for even the type of plants that would support it. They tested the water twice, so she asked for those dates and if it was because of the storm. Our second option is to drill a well. There are still some exploratory steps to take and that water could be brackish as well. We're currently not tapping into the system that we have now, but we do need water to get the new plants established. Another thing we did on the 21st, was we received a call/concern regarding a hedge along Botanical Place. We offered to cut it back and clean it



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up, but they weren't receptive to that. They're going to do something on their own. I'm meeting with Davey Tree Service on Monday. There are two trees that really need some attention. One is at the corner of Bayview and one is at the corner of Shoreview. In the future we'll look at cleaning all the trees (Armando only trims up to 10 feet) higher up – I don't think that's ever been done.

VII. Community / Business Presentations:

- a. **Speed Study, Dan Hall, Collier County Transportation Division-** Mr. Hall presented the data that was taken from the speed study which indicated the average speed on Bayshore Drive was 41.5 miles an hour. There was a lot of questions and doubt from the community and the committee members because they all walk and bike. The roadway is so dangerous due to the speeding traffic some community members stopped biking and walking. Ms. Scott mentioned the Access Management Plan and this could include some traffic calming measures which would slow down traffic. The Transportation Department will be reviewing the plan in July and they are coming around to the idea of closing off some of the medians and having small roundabouts. After their review staff will bring it back for further discussion. Their concerns were on South Bayshore Drive as well as Thomasson Drive leading down to Bayview Park. The residents on Danford Street brought up their many complaints about speeding on Danford Street and hope to get more police presence down there as well as traffic calming devices from the CRA and County.

VIII. Old Business:

- a. **US 41 Bayshore Intersection Design Update** - Tami Scott noted that staff is going to move forward with that design and see if we can't get that completed before next Season. As soon as I get some kind of proposal, I'll bring that back to you. It will be some sort of signage almost like a welcome sign; a retaining wall like what we have at the roundabout. It'll have to be a breakaway. We could maybe tie in those two materials and have some similarities – like raised letters that say welcome to Bayshore Drive, up-light it, landscaping. The only other thing is we have no water there, so we'll put in a meter and tie into the eight-inch line there and tie it into the city water and bring it over to median 23 as well.
- b. **Danford St Update** – Olema Edwards, Director of Parks and Recreation Division, Rick Garby, Maintenance Superintendent, Chris Harmon, Supervisor Park Ranger attended to speak with the residents that live on Danford Street and they provided an update since the last time the staff met with them. Ms. Edwards asked the residents to catch her up on what was requested from the staff as well as what she could do now for them. She is new to this project and as Director of



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Parks but hopes she can finish what was started years before she came on board. The CRA Staff and Residents asked for trash cans to be put out on Hamilton Avenue and Park Rangers to monitor the parking issue with all the boat trailer parking on the grass, in the right of way as well as on the street that are not assigned parking. Mr. Harmon noted that his rangers cannot enforce parking since those spots on Hamilton are not within Parks jurisdiction but Code Enforcement and the Sheriff's Office have the authority to write citations. CRA Staff mentioned without the no parking signs the deputies will not enforce no parking because it is too easy for the person to argue out of the ticket. Ms. Edwards will work with CRA staff to get some of the parking issues resolved and work on continuing to clean and empty the trash containers. Long-term concerns will need to take a little more time to get a plan in place that would resolve those issues. The residents thanked the staff for allowing them to produce photos as well as documented speeders on the street with parking everywhere to get a plan in place to resolve those priority concerns.

IX. New Business:

- a. **Canopy Tree Trimming Quote** – Ms. Scott noted the quote and will move forward on trimming the trees with the lowest quote. This a reminder that this was a resident complaint when doing the MSTU walking tour a couple of months ago.
- b. **Current Millage Rate** – Ms. Forester noted that what she did was look at the current rate, and what amount we collect, and when you look at this projected taxable value for FY24, that's what we're using to base your budget on. That's your taxable rate and collect about \$1.8 million dollars. There are examples in your packet if you reduce mills, what that impact would be on your collection. If you consider any of these examples, look below for what that means for your overall budget. The operating budget includes what is paid to Armando, staff for Staff Contribution, and extra incidentals that you do under that contract. So that's about \$937,000 and \$54,000 to the Appraiser. We must keep about \$185,000 in reserves. We take the remainder of your total and we take \$628,000 and put it in your capital fund which right now is going for the improvement of Bayshore Drive. Mr. Gutierrez noted if we could reduce it by .25 we can keep it at \$1.6M projected revenues. I would love to see it go lower but I think it's a little too aggressive because of Ian. Maybe wait until next year. Tami Scott noted that there's a perception that the money the MSTU gets just goes for the flowers. We spent \$6 million on the roundabout; spent \$3 million on Hamilton; and now we're spending another \$8 million on Bayshore. This information just needs to be gotten out there. Maurice Gutierrez noted while we're on topic and just as a discussion, Stantec Engineers had mentioned that



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replumbing Bayshore would be cost prohibitive. Changing the curb line and leaving the plumbing in place would allow the drainage to be maintained and reduce costs. Tami Scott replied the last go-around we were leaving the curb in place and expanding the sidewalk. If you left the curb where it is and still had the bike lane and then widen the sidewalk to at least 10 feet, you could still ride on that sidewalk. Sandra Arafat made a motion to reduce the millage by .25 Maurice Gutierrez seconded that motion and passed unanimously.

X. Staff Reports:

- a. **Project Updates** – Ms. Forester noted the project updates and if anyone had any questions.
- b. **Insurance Claims Report**-Ms. Forester noted the insurance claims and asked if anyone had any questions.
- c. **Financials** – Ms. Forester noted the financials were attached if anyone had any questions.

XI. Communications and Correspondence:

- a. **Press Article** - Ms. Forester noted Del's legal notice for anyone interested in purchasing and the deadline date would be May 22.

XII. Public Comments:

XIII. Staff Comments:

XIV. Advisory Committee Comments:

XV. Next Meeting Date:

- a. June 7, 2023 5:00pm- Botanical Garden- Kapnick Center K123

XVI. Adjournment: 6:51pm

Chairman Maurice Gutierrez



Bayshore Beautification MSTU
Tami Scott Project Manager Report / Update
September 13, 2023 - 5:00 PM

1. Bus Shelters

Transportation has issued the PO and NTP to Capital Construction for the new Bus shelters throughout Collier County. The BGTCRA /MSTU are partnering on three of the shelters.

- 00120-BS129- total contribution \$34,905 - Gulfgate plaza
- 00130-BS134- total contribution \$54,404 - Thomasson and Lombardy- north
- 00140-BS143- total contribution \$56,522 - Thomasson and Lombardy- south

numbers show above are for BOTH construction and the actual shelter itself. No schedule has been provided regarding when Capital Construction will be working on our area.

2. Corner of Bayshore and 41

FDOT is wrapping up the pedestrian enhancements along 41, they have installed sod at the new area in and around the intersection and our Maintenance team A&M has taken over the mowing of that area. no plans to renovate that area yet however we are taking ownership of it once we do have direction on how to proceed with that corner. Staff has received a proposal From Johnson engineering to redesign and renovate that corner. It is a substantial amount of work and money; staff would appreciate the boards feedback and discuss if we are ready to move forward. Proposal attached 9A-1.1, 9A-1.2

Staff is planning on holiday decorations at this corner.

The existing gas station sign is technically allowed to remain until it is declared abandon, staff is going to look at removing it and or covering the sign and leaving the plinth.

3. 17 Acres Boardwalk

Design portion of the project is moving along

- Stantec to provide SDP (Collier County Growth Management) Permit Review Responses and updated Drawings: August 14 through August 25. (Note: this will include any design/permit application to the City of Naples for ROW work and Irrigation Service tap.)
- Stantec to provide initial ERP responses: August 14 through August 25.
- Preparation of bid documentation with the CRA August 14 through August 25.
- Expected Collier County review of responses by September 29, 2023.
- SFWMD/DEP site visit to review site area and project impacts as noted in the current application for the boardwalk permit: October 18, 2023. This date is set by the DEP reviewer and District and not in our control; we do not expect at this time any major issues based on the wetland mapping and routing of the boardwalk as provided.
- Follow up with SFWMD/DEP on any site visit issues by October 27, 2023.
- Complete bid package for tender October 27, 2023.
- Advertise for Bidding October 30, 2023.

4. Frida Celebration

Frida Celebration is officially over September 10, 2023, Staff is working with Southern Signal to remove all banners both on Thomasson drive and Bayshore drive.

- The large flowerpots at the bridge on loan with the Naples Botanical Garden have been emptied and staff is coordinating their pickup.
- Staff has replaced the one pot that was stolen from the bridge, staff was able to purchase the same pot with a local nursery. \$285.00

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- Bridge planters have been capped.

5. Sidewalk at Mattamy homes

Staff is working with road maintenance to get the sidewalk repaired and trees removed as discussed in our January 2023 meeting. Staff spoke with Christopher P Covert, PE Supervisory Project Manager the week of 9-4-2023. Chris indicated they are looking to get this on our 23/24 sidewalk plan.

6. Roundabout

Plants inside the roundabout and on the roundabout steps have been removed and replaced. The entire center of roundabout has been planted with Dune Daises and the steps planters planted with Jatropha. Staff will monitor, the goal was to have a mass of color when approaching the roundabout.

7. Bridge

New plantings were installed at the four corners of the bridge in the small 2'-0" landscape strip adjacent to the sidewalk. We have had very little success in these small strips of landscaping, we installed purple queen and ice plant. These are the same plants we used in median 20 which seems to be doing well.

8. Inoculant pilot project Bayshore

We are in our third month or halfway through the Inoculant pilot project, the first application of fertilizer was applied on 6-16-2023. Unfortunately, staff has not observed any benefit to date and to be honest the areas look worse today than when we started. Having said that, I don't believe the poor conditions of the medians in and around the roundabout has anything to do with the product. I think the weather this summer has been a huge factor in essentially everything dying. Staff will complete the study as proposed and provide a report, regardless of the results we need to plan on replanting all the medians in and around the roundabout before season starts.

9. Thomasson Drive / Dels lot

The exotics from this lot have been removed, debris removed, lot graded and re-sodded. A&M landscaping has added this lot to their monthly mowing.

10. Holiday decor

Staff is working on holiday decor for the 2023 season. Staff is suggesting we expand our boundaries this year to include areas of the BGTCRA. In addition to the expansion, we are discussing holiday banners for Thomasson and Hamilton. The banners are a big investment and represent an addition \$20,000 plus \$5,00 for installation. Total of 45 banners, Staff will bring all costs, locations, and artwork to the board at the October meeting.

11. Miscellaneous repairs to Bayshore

Staff is recommending the electrical panel at the corner of Bayshore and Bayview be replaced. It is the original panel, 20 years old and it was compromised with the hurricane, the bottom portion of the panel was underwater. Attached is the proposal from Simmons Electrical to replace the panel. see Attachment 9A-1. Staff did ask the pertinent question's regarding if the existing 100-amp panel should be upgraded to accommodate a future renovation / expansion, see attachment for additional information.

To: BBMSTU Advisory Committee

From: Shirley Garcia, Program Manager

Subject: Agenda Item 7a: EV Charger Agreement with FPL

Date: September 13, 2023

Request – for continuous payment of electric bill from FPL

Recommendation- To approve the 10-year agreement with FPL for free charging stations including the construction, operation and maintenance with all the equipment included and to continue paying the electric costs for the duration.

Background & Analysis- In 2022 when the CRA Parking lot was being designed the CRA Local Advisory Board in a joint partnership with the Bayshore Beautification MSTU asked staff to investigate installing EV Charging Stations as part of the new parking lot. Staff had researched and found some options that would cost the CRA to install and the BBMSTU to continue to pay for electric. Both the CRA and MSTU boards made a motion to approve the costs presented. After Hurricane IAN the EV Chargers were put on hold. Staff has recently found a program for Free equipment, installation and maintenance through a 10yr agreement with FPL to continue to pay for electricity.



FPL EVOLUTION

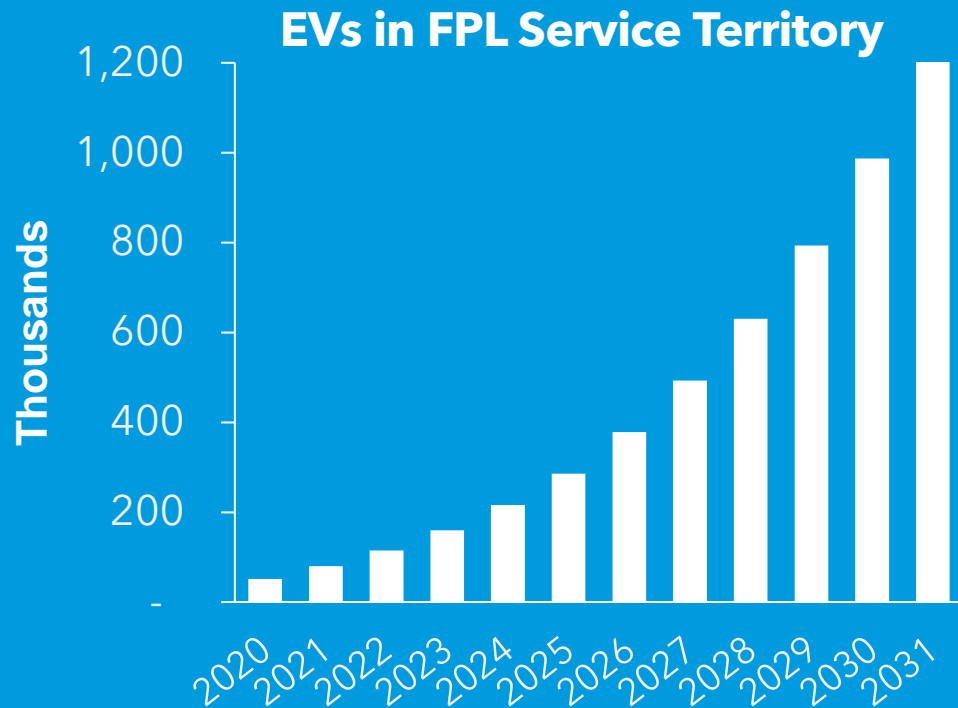
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CHARGING SOLUTIONS

**Drive More
Business with
EV Charging**



Rapid EV expansion

With more EV drivers on the road, there is an opportunity for you to capture this growing market segment



186,854
EVs in Florida

EVs expected
to grow
~1,000%
by 2030
in FL

Florida
#2 in
the nation
for EVs

1 in 4
vehicles sold
in the U.S.
will be
electric
by 2027

EV charging benefits you and your community

89%

of EV drivers
make a purchase
while charging

Drivers average

35

minutes at a
site location

Partner sites
average

265

EV drivers
each month

77%

of customers
value brand
sustainability

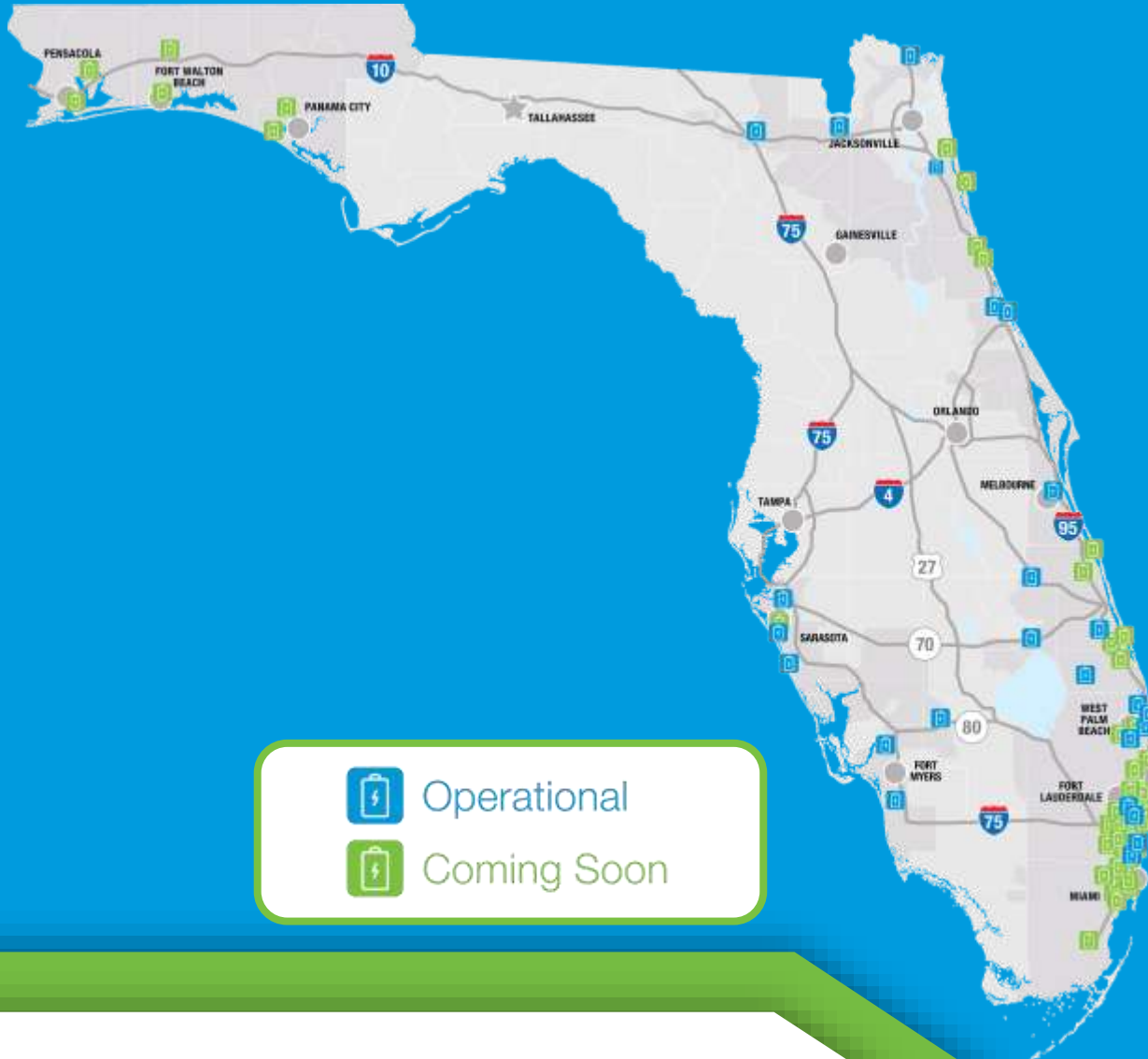
43%

of EV drivers
become regular
visitors



FPL EVOLUTION
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Building one of the largest EV fast charging networks in Florida



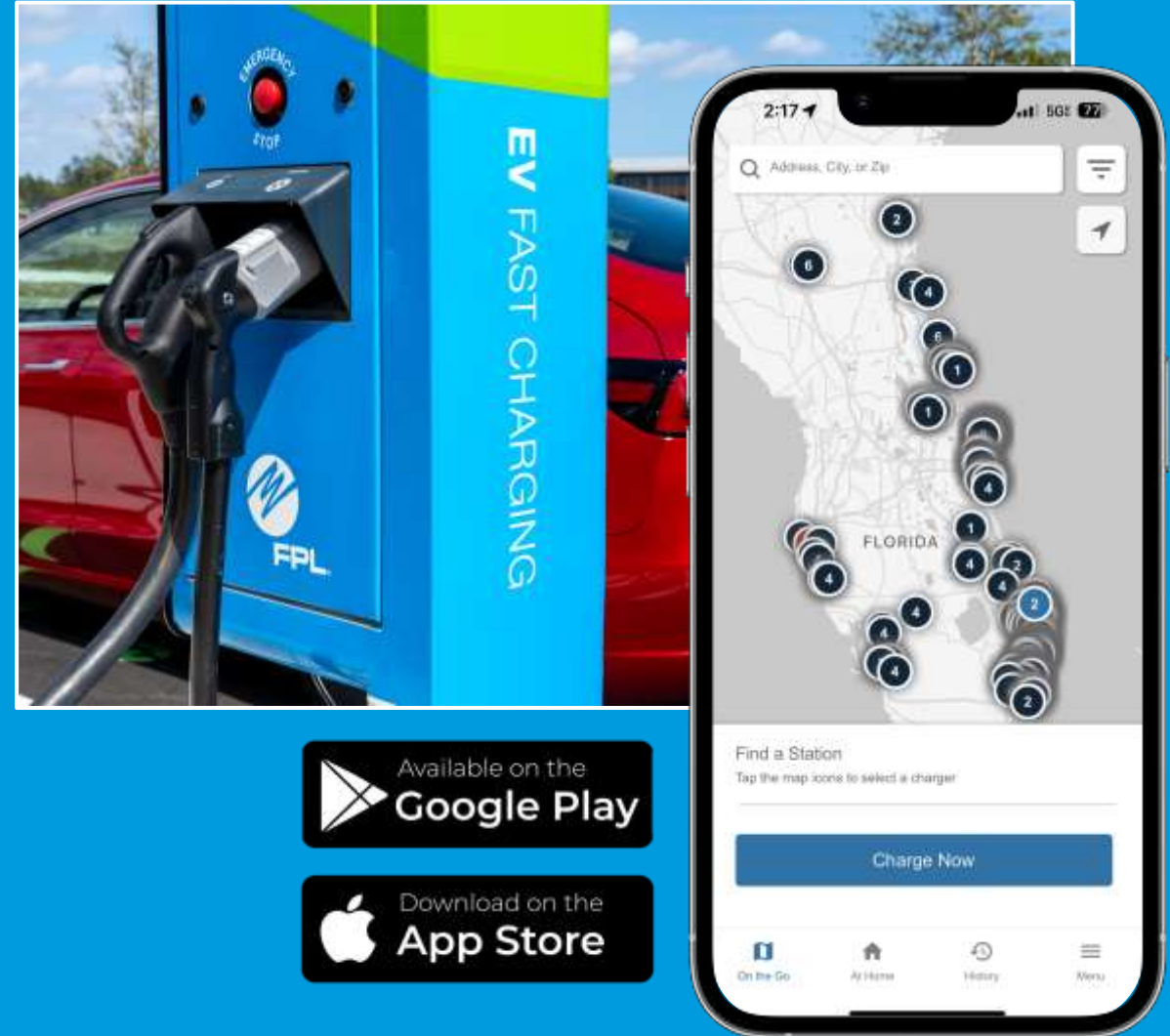
Charging stations throughout FPL service territory

Site hosts include Dunkin', City Mattress, FDOT, and more!

Be part of the EV revolution

Increase traffic without a capital investment

- ▶ **No impact** on your electricity bill, **no fees** for equipment or installation
- ▶ **FPL manages** construction, operation and maintenance, and provides all equipment **at no cost to you**
- ▶ Attract new customers and promote your location as a site on the FPL EVolution app
- ▶ Reinforce your sustainability commitment by providing **100% renewable energy**



Committed to be your premier EV charging partner

- ▶ More than 3 years of experience building **200+ charging locations** throughout Florida
- ▶ Deploying charging technology and **\$100 MM in infrastructure** over the next 4 years
- ▶ FPL will establish a **separate utility** at each location, not rely on existing site infrastructure and add a **dedicated transformer** (may require easement)
- ▶ 10-year commitment
- ▶ Option for 2 space expansion



Program status

Phase 1: Complete
Pilot program



Phase 2: Sold out



Phase 3: Open
Waitlist in certain regions

Today

10 months

Next steps

Site Host Agreement



Site Planning & Diligence



Design, Permitting & Construction



Utility Interconnection



Installation & Commissioning



Operation, Maintenance &
Customer Service



Unlock fast charging for your customers

Increase customer traffic at no cost

Florida is leading the charge when it comes to driving electric, ranking second in the nation for EV adoption. By establishing your location as a fast charging host, you can drive an increase in business without a capital investment.

- ✓ **Attract new customers:**
89% of EV drivers make a purchase at retail charging sites
- ✓ **Promote your location**
with dedicated FPL
EVolution app
- ✓ Reinforce your commitment
to sustainability by providing
100% renewable energy
- ✓ **No fees** for equipment or
installation; FPL manages
construction, operation
and maintenance
- ✓ **No impact** on your
electricity costs



**Join the
FPL EVolution
Revolution**

FPL is looking for partners in metro areas that can dedicate four parking spaces for a ten year commitment.

To be a part of the FPL EVolution fast charging expansion, contact us at FPLEvolution@FPL.com

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2022 ("Effective Date"), by and between _____ ("Host"), with a location at _____ (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A. In the event that Company, in its sole discretion, determines that an easement is necessary for the sole purpose of connecting the Equipment to the electrical grid, then Host shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Property to be identified by the Parties in the form attached hereto as Exhibit C.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the thirteenth (13th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"); provided, however, and notwithstanding the foregoing, in the event Company delivers the Expansion Option Notice to Host pursuant to Section 16 hereunder, the Initial Term shall terminate on the tenth (10th) anniversary of the date on which commissioning for the additional Equipment installed pursuant to Section 16 was completed, which shall not exceed the thirteenth (13th) anniversary of the date on which commissioning for the original installation of the Equipment was completed. If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. The right to access and use of Host's electrical system(s) includes for purposes of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. To the extent Host has access to the applicable information, the Host will share information reasonably requested by the Company (including, but not limited to, baseline data requests, electric vehicle information, visitor and employee counts, and user surveys). Host shall use commercially reasonable efforts to permit Company's customers to use the Equipment on Host's Property on a 24 hours-a-day, 7 days a week, 365-days a year basis.

4. Payment for Electricity. Company is responsible for paying all consumption costs for electricity dispensed from the Equipment.

5. Charge for Use of Equipment. Host acknowledges and agrees that Company will directly charge users of the Equipment for use of the Equipment pursuant to the then-applicable tariff rate.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the

holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the insurance designated in this section through any combination of self-insurance, primary or excess coverage. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this

Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. Within three (3) years after the Effective Date, Company may notify Host in writing of its intent to install and own additional Equipment at the Property up to the maximum spaces set forth in Exhibit A (the "Expansion Option Notice"). Upon delivery of such notice, Host shall permit such installation and ownership, which shall be subject to the terms and conditions of this Agreement. In the event Host desires to have installed on the Property any electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties. In the event of removal, Company shall, at Company's expense, return the area where the Equipment was located to a condition substantially similar to prior to the installation of the Equipment, except for any underground infrastructure and concrete equipment pad(s) installed pursuant to this Agreement (which may be left in place) and ordinary wear and tear. Company shall not be obligated to replant trees or shrubs in connection with the foregoing obligations.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY

KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and un-appealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name:	Name:
Title:	Title:

Exhibit A—Location of Equipment

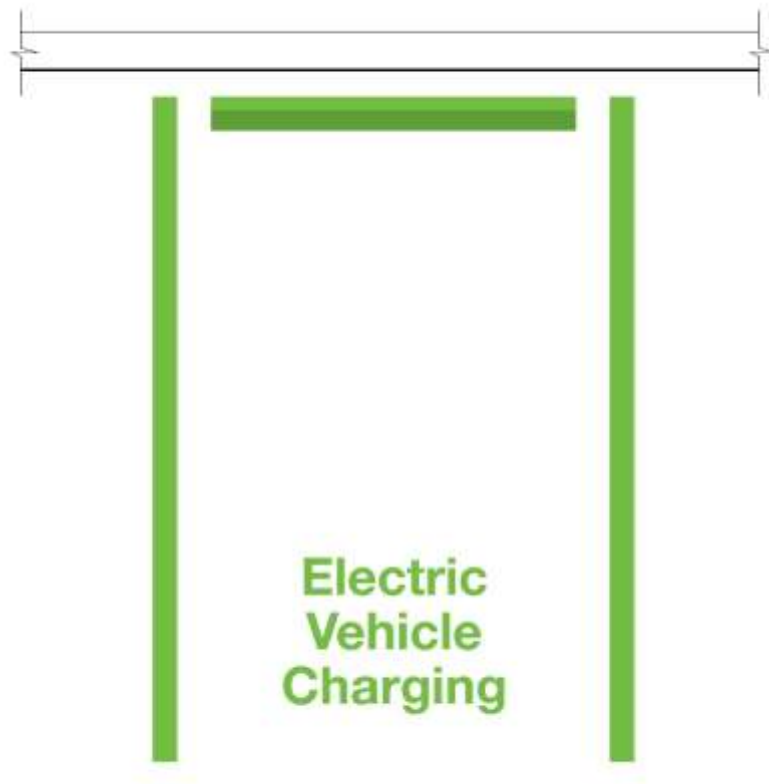
Property Address: [_____].

Number of Spaces: Up to [____] spaces.

Number of Expansion Option Spaces: Up to [____] spaces.



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

Exhibit C—Form of Easement Agreement

Work Request No. _____

Sec. __, Twp __ S, Rge __ E

Parcel I.D. _____
(Maintained by County Appraiser)**EASEMENT
(BUSINESS)**

This Instrument Prepared By

Name: _____

Co. Name: _____

Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Entity name_____
(Witness Signature)

By: _____

Print Name: _____

Print Name: _____

(Witness)

Print Address: _____

(Witness Signature)

Print Name: _____

(Witness)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____



Simmonds Electrical of Naples, Inc.

8941 Quality Rd
Bonita Springs, FL 34135-7000

STREET LIGHTING • SIGNALIZATION • GENERATORS
INDUSTRIAL AND COMMERCIAL

Phone: (239) 643-2770
Fax: (239) 643-6873

Bayshore CRA
3299 Tamiami Trail E. Building F
Naples, FL. 34112
(239) 252-8844 Work
(239) 778-6598 Mobile
Ms. Tami Scott

September 6, 2023
Quote # 2316554

We hereby submit specifications and estimates for:

Bayshore Dr & Bayview Dr Panel Replacement

Demo existing damaged light service panel.

Furnish and install (1) 100a 120/240v service for irrigation and power for new lighting panel.

Furnish and install (1) 100a 120/240v street lighting panel (nightmaster).

Rework conduit to accommodate new panels.

Extend wiring to accommodate new panels.

Coordinate with FPL to disconnect and reconnect.

Permit fees by Collier County.

Man Hr	Per Hr	Number Men	Type	Est Material/Equip	Calendar Days	Engineering/Sublet
256	\$ 65.00	2-4	Electrical	\$ 12,345.73	120	\$ -

Total Material and Labor & Equipment **\$ 28,985.73** (not to exceed)

Note: For estimating purposes only. Actual time and materials may vary based on conditions encountered.

Invoice will be based on time and material, and will be itemized per Annual Contract **18-7311**.

We hereby propose to furnish the above complete in accordance with the above specifications for the sum of
Twenty Eight Thousand Nine Hundred Eighty Five Dollars and Seventy Three Cents

ScottTami

Subject: FW: Bayshore Drive Electrical Panel

From: ScottTami
Sent: Thursday, August 10, 2023 12:41 PM
To: Noe Alvarado <noe@simmondselectricalofnaples.com>
Cc: 'Cindy Simmons' <Cindy@simmondselectricalofnaples.com>
Subject: RE: Bayshore Drive Electrical Panel

Hi Noe,

Thanks for meeting me this morning regarding the electrical panel at the corner of Bayshore and Bayview. As discussed at a minimum we would like to replace the 100 amp panel and raise it up as high as possible without creating an issue for service down the road. Currently the 100 amp panel serves the decorative lighting, irrigation pumps, irrigation controllers and some GFI's in the bridge median.

At some point in time we will be renovating the Bayshore ROW and installing new lights similar to Thomasson drive, LED's with GFI's built into the base, banner arms, and more GFI's in the medians for holiday decoration as well as isolated GFI's for general maintenance work that are not controlled on a sensor.

Based on our discussion, none of the items mentioned above may even warrant a bigger panel, changing to LED's will actually reduce the load. So for now let's just replace the panel to make it safe and have our Electrical Engineer redesign the new panel in the future with the future renovation.

Please provide a quote to replace the panel and move up out of the potential storm water as much as possible.

Thanks so much
Tami Scott
Bayshore Project Manager
Cell 239-778-6598

From: Cindy Simmons <Cindy@simmondselectricalofnaples.com>
Sent: Wednesday, August 9, 2023 8:55 AM
To: ScottTami <Tami.Scott@colliercountyfl.gov>
Cc: Noe Alvarado <noe@simmondselectricalofnaples.com>
Subject: RE: Bayshore Drive Electrical Panel

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good morning Tami –

Thank you for the opportunity! I will discuss this with Noe and see when I can schedule him for a site visit.

Cindy M. Simmons

Controller



Simmonds Electrical of Naples, Inc.

8941 Quality Road

Bonita Springs, Florida 34135-7000

V: (239) 643-2770

C: (239) 777-7929

F: (239) 643-6873

Email: cindy@simmondselectricalofnaples.com

Web Site: www.simmondselectricalofnaples.com

From: ScottTami <Tami.Scott@colliercountyfl.gov>

Sent: Wednesday, August 9, 2023 8:45 AM

To: Cindy Simmons <Cindy@simmondselectricalofnaples.com>

Subject: Bayshore Drive Electrical Panel

Hi Cindy,

We need to have our electrical panel on the corner of Bayshore Drive and Bayview Drive replaced. The panel was installed in 2000 it serves all the decorative lighting, landscape irrigation Equipment , Median GFI's and the FPL poles. Hart is not interested, can we scheduled a time to meet on site to discuss.

Thanks

Tami Scott

Bayshore Project Manager

Cell 239-778-6598

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

September Status

Insurance Claims Tracker

Item 9a

Stars Report #	Invoice #	Date of damage	Submit to Risk Date	Description of damage	Amount of repair & Replacement	CCSO Incident report number	Total Paid	Reimbursement Date	Outstanding balance
5010192112266		10/19/2021	2/10/2022	Damage Trash Can/Bench, Fox Tail Palm	\$ 5,743.51	21-382379	100 a month until paid in full	9/5/2023	\$ 5,743.51
5005152212600		5/15/2022	5/23/2022	Light Pole damage at Roundabout Botanical side	\$ 21,930.70	21-183526			\$ 19,767.76
5006152212693		6/15/2022	6/16/2022	Damage landscaping, irrigation on median 6	\$ 2,200.00	22-223732			\$ 2,200.00
5001012313572		1/1/2023	1/5/2023	Damage to pole #52		Researching report			
		5/8/2023		Damage to lighting at roundabout	\$ 4,120.00				\$ 4,120.00
	\$49,198.97								\$ 49,198.97
	Total								\$ 29,120.15

Fund 1630 (163) Bayshore MSTU

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI			174,129.17	683,749.31-	509,620.14
1630000000 BAYSHORE/AVALON BEAUTIFICATION MSTU			174,129.17	683,749.31-	509,620.14
REVENUE Sub Total	1,833,800.00-	1,857,065.36-		1,659,353.29-	197,712.07-
REVENUE - OPERATING Sub-Total	1,709,900.00-	1,709,900.00-		1,659,353.29-	50,546.71-
311100 CURRENT AD VALOREM TAXES	1,706,700.00-	1,706,700.00-		1,618,551.20-	88,148.80-
311200 DELINQUENT AD VALOREM TAXES				24,671.32-	24,671.32
361170 OVERNIGHT INTEREST				11,628.85-	11,628.85
361180 INVESTMENT INTEREST	3,200.00-	3,200.00-		2,133.89-	1,066.11-
361320 INTEREST TAX COLLECTOR				1,161.53-	1,161.53
369130 INS CO REFUNDS				1,206.50-	1,206.50
CONTRIBUTION AND TRANSFERS Sub-Total	123,900.00-	147,165.36-			147,165.36-
486600 TRANSFER FROM PROPERTY APPRAISER					
486700 TRANSFER FROM TAX COLLECTOR					
489200 CARRY FORWARD GENERAL	209,600.00-	209,600.00-			209,600.00-
489201 CARRY FORWARD OF ENCUMB AMT BY ADC CODE		23,265.36-			23,265.36-
489900 NEGATIVE 5% ESTIMATED REVENUES	85,700.00	85,700.00			85,700.00
EXPENSE Sub Total	1,833,800.00	1,857,065.36	174,129.17	975,603.98	707,332.21
OPERATING EXPENSE	707,400.00	681,665.36	120,919.17	246,529.23	314,216.96
631400 ENGINEERING FEES	50,000.00	50,000.00			50,000.00
634970 INDIRECT COST REIMBURSEMENT	8,200.00	8,200.00	4,100.00	4,100.00	
634980 INTERDEPT PAYMENT FOR SERV	10,000.00	10,000.00			10,000.00
634990 LANDSCAPE INCIDENTALS	65,000.00	65,000.00	41,082.03	114,638.79	90,720.82-
634999 OTHER CONTRACTUAL SERVICES	355,000.00	309,497.60	10,054.68	46,945.78	252,497.14
639990 OTHER CONTRACTUAL SERVICE			8,437.40	729.64	9,167.04-
641951 POSTAGE	1,000.00	1,000.00			1,000.00
643100 ELECTRICITY	60,000.00	60,000.00	25,153.69	22,022.36	12,823.95
643400 WATER AND SEWER	20,000.00	20,000.00	5,051.68	3,448.32	11,500.00
645100 INSURANCE GENERAL	1,200.00	1,200.00		1,200.00	
645260 AUTO INSURANCE	900.00	900.00		900.00	
646311 SPRINKLER SYSTEM MAINTENANCE	15,000.00	15,000.00	1,000.00		14,000.00
646314 MAINTENANCE LANDSCAPING				2,171.15	2,171.15-
646318 MULCH	15,000.00	15,000.00	1,477.20	6,022.80	7,500.00
646320 LANDSCAPE MATERIALS				1,203.49	1,203.49-
646360 MAINTENANCE OF GROUNDS ALLOCATED	50,000.00	50,000.00		5,794.24	44,205.76
646430 FLEET MAINT ISF LABOR AND OVERHEAD	500.00	500.00		432.00	68.00
646440 FLEET MAINT ISF PARTS AND SUBLET	300.00	300.00		998.81	698.81-
646445 FLEET NON MAINT ISF PARTS AND SUBLET	100.00	100.00		59.21	40.79
646451 LIGHTING MAINTENANCE	35,000.00	54,767.76	23,683.58	31,084.18	
646970 OTHER EQUIP REPAIRS AND MAINTENANCE			493.91	848.94	1,342.85-
649030 CLERKS RECORDING FEES ETC	1,000.00	1,000.00		1,217.92	217.92-
649100 LEGAL ADVERTISING	1,500.00	1,500.00	385.00	672.00	443.00
652140 PERSONAL SAFETY EQUIPMENT	1,000.00	1,000.00			1,000.00
652310 FERTILIZER HERBICIDES AND CHEMICALS	500.00	500.00			500.00
652490 FUEL AND LUBRICANTS ISF BILLINGS	200.00	200.00		484.82	284.82-
652989 LUMBER AND LAMINATES				375.23	375.23-
652990 OTHER OPERATING SUPPLIES	15,000.00	15,000.00		1,179.55	13,820.45
653710 TRAFFIC SIGNS	1,000.00	1,000.00			1,000.00
CAPITAL OUTLAY	25,000.00	74,000.00	53,210.00		20,790.00
762200 BUILDING IMPROVEMENTS			53,210.00		53,210.00-
764990 OTHER MACHINERY AND EQUIPMENT	25,000.00	74,000.00			74,000.00
TRANSFERS	682,800.00	682,800.00		682,800.00	
911020 TRANSFER TO 1020 BAYSHORE CRA	125,500.00	125,500.00		125,500.00	
911627 TRANSFER TO 1627 BAYSHORE AVALON BEAUTIFICATION	557,300.00	557,300.00		557,300.00	
TRANSFER CONST	48,200.00	48,200.00		46,274.75	1,925.25
930600 BUDGET TRANSFERS PROPERTY APPRAISER	13,000.00	13,000.00		12,230.10	769.90
930700 BUDGET TRANSFERS TAX COLLECTOR	35,200.00	35,200.00		34,044.65	1,155.35
RESERVES	370,400.00	370,400.00			370,400.00
991000 RESERVE FOR CONTINGENCIES	35,000.00	35,000.00			35,000.00
993000 RESERVE FOR CAPITAL OUTLAY	335,400.00	335,400.00			335,400.00

Fund 1627 (160) Bayshore Capital Projects

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI			63,226.90	362,582.24	425,809.14-
1627000000 BAYSHORE/AVALON BEAUTIFICATION MSTU			63,226.90	362,582.24	425,809.14-
REVENUE Sub Total	1,230,300.00-	2,949,563.56-		578,742.78-	2,370,820.78-
REVENUE - OPERATING Sub-Total	14,200.00-	14,200.00-		21,442.78-	7,242.78
361170 OVERNIGHT INTEREST				15,621.11-	15,621.11
361180 INVESTMENT INTEREST	14,200.00-	14,200.00-		5,821.67-	8,378.33-
CONTRIBUTION AND TRANSFERS Sub-Total	1,216,100.00-	2,935,363.56-		557,300.00-	2,378,063.56-
411630 TRANSFER FROM 1630 BAYSHORE/AVALON BEAUTIFICATION	557,300.00-	557,300.00-		557,300.00-	
489200 CARRY FORWARD GENERAL	659,600.00-	659,600.00-			659,600.00-
489201 CARRY FORWARD OF ENCUMB AMT BY ADC CODE		1,719,263.56-			1,719,263.56-
489900 NEGATIVE 5% ESTIMATED REVENUES	800.00	800.00			800.00
EXPENSE Sub Total	1,230,300.00	2,949,563.56	63,226.90	941,325.02	1,945,011.64
OPERATING EXPENSE	1,179,600.00	1,148,641.50	10,778.90	47,182.16	1,090,680.44
631400 ENGINEERING FEES	300,000.00	311,635.00			311,635.00
634980 INTERDEPT PAYMENT FOR SERV					
634999 OTHER CONTRACTUAL SERVICES	879,600.00	837,006.50	7,466.50	40,222.71	789,317.29
639990 OTHER CONTRACTUAL SERVICE			3,312.40		3,312.40-
643100 ELECTRICITY				6,959.45	6,959.45-
CAPITAL OUTLAY		1,750,222.06	52,448.00	894,142.86	803,631.20
762200 BUILDING IMPROVEMENTS			9,802.00		9,802.00-
763100 IMPROVEMENTS GENERAL		1,750,222.06	42,646.00	894,142.86	813,433.20
RESERVES	50,700.00	50,700.00			50,700.00
993000 RESERVE FOR CAPITAL OUTLAY	50,700.00	50,700.00			50,700.00

Fund 1627 (160) Project 50171 Hamilton Ave Parking

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		1,043,522.49		894,142.86	149,379.63
50171 BAYSHORE/AVALON BEAUTIFICATION MSTU		1,043,522.49		894,142.86	149,379.63
EXPENSE Sub Total		1,043,522.49		894,142.86	149,379.63
CAPITAL OUTLAY		1,043,522.49		894,142.86	149,379.63
763100 IMPROVEMENTS GENERAL		1,043,522.49		894,142.86	149,379.63

Fund 1627 (160) Project 50172 Thomasson Drive

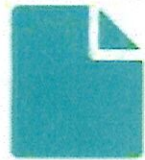
Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		61,283.57	53,404.40	6,959.45	919.72
50172 BAYSHORE/AVALON BEAUTIFICATION MSTU		61,283.57	53,404.40	6,959.45	919.72
EXPENSE Sub Total		61,283.57	53,404.40	6,959.45	919.72
OPERATING EXPENSE			3,312.40	6,959.45	10,271.85-
634980 INTERDEPT PAYMENT FOR SERV					
639990 OTHER CONTRACTUAL SERVICE			3,312.40		3,312.40-
643100 ELECTRICITY				6,959.45	6,959.45-
CAPITAL OUTLAY		61,283.57	50,092.00		11,191.57
762200 BUILDING IMPROVEMENTS			9,802.00		9,802.00-
763100 IMPROVEMENTS GENERAL		61,283.57	40,290.00	0.00	20,993.57

Fund 1627 (160) Project 50173 South Bayshore

Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI		66,635.00			66,635.00
50173 BAYSHORE/AVALON BEAUTIFICATION MSTU		66,635.00			66,635.00
EXPENSE Sub Total		66,635.00			66,635.00
OPERATING EXPENSE		11,635.00			11,635.00
631400 ENGINEERING FEES		11,635.00			11,635.00
CAPITAL OUTLAY		55,000.00			55,000.00
763100 IMPROVEMENTS GENERAL		55,000.00		0.00	55,000.00

Fund 1627 (160) Project 50174 North Bayshore

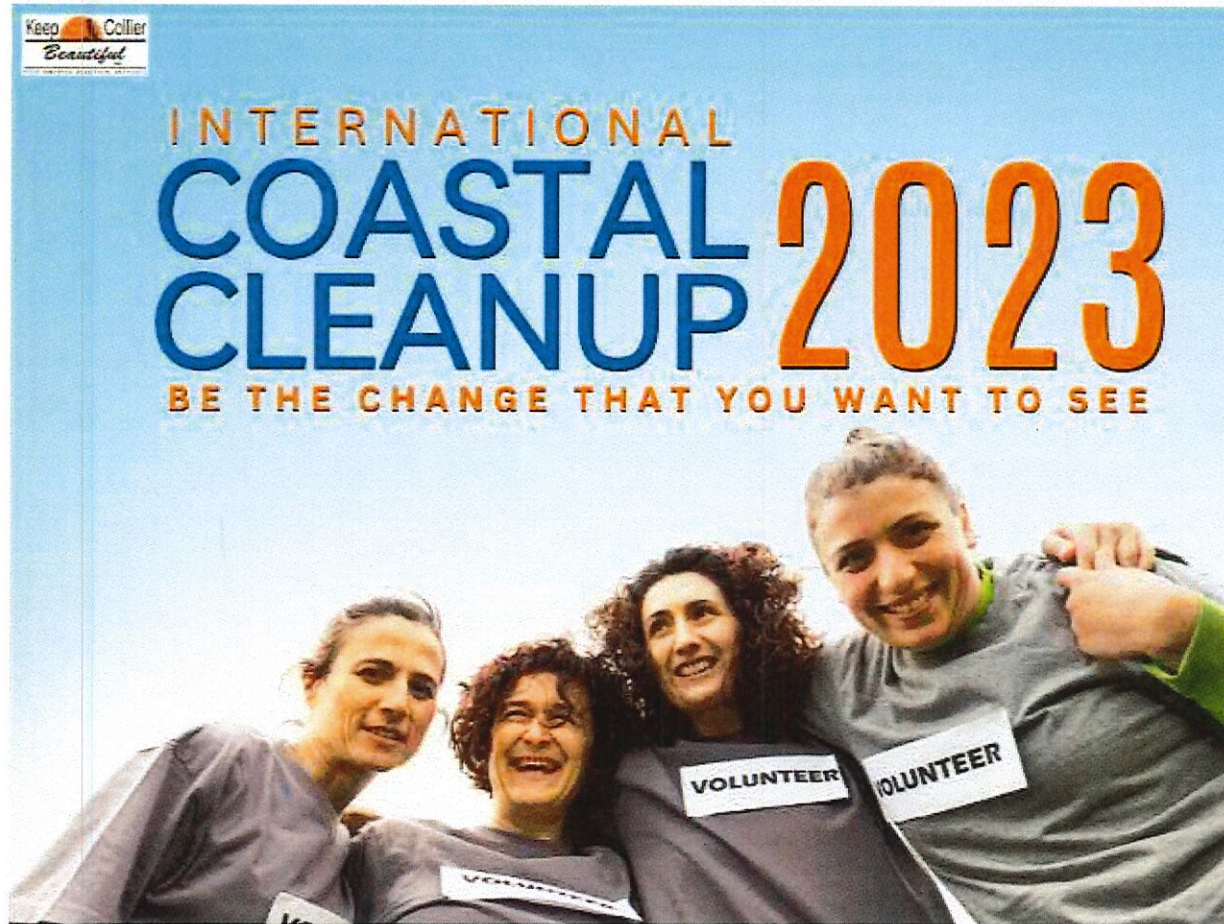
Fund / Comm Item	BCC Adopt Budget	Tot Amend Budget	Commitment	Actual	Available
Grand Total-Fund/CI	1,179,600.00	1,727,422.50	9,822.50	40,222.71	1,677,377.29
50174 BAYSHORE/AVALON BEAUTIFICATION MSTU	1,179,600.00	1,727,422.50	9,822.50	40,222.71	1,677,377.29
EXPENSE Sub Total	1,179,600.00	1,727,422.50	9,822.50	40,222.71	1,677,377.29
OPERATING EXPENSE	1,179,600.00	1,137,006.50	7,466.50	40,222.71	1,089,317.29
631400 ENGINEERING FEES	300,000.00	300,000.00			300,000.00
634999 OTHER CONTRACTUAL SERVICES	879,600.00	837,006.50	7,466.50	40,222.71	789,317.29
CAPITAL OUTLAY		590,416.00	2,356.00		588,060.00
763100 IMPROVEMENTS GENERAL		590,416.00	2,356.00	0.00	588,060.00



16
SEP



DAYS LEFT



Keep Collier Beautiful is calling on all Collier County residents to join in the annual International Coastal Cleanup on September 16th.

Organized in partnership with Keep Collier Beautiful, Collier County Board of County Commissioners, the City of Naples, and Waste Management, this signature event is a part of the Ocean Conservancy's annual International Coastal Cleanup that brings together volunteers from countries around the world to remove trash and debris from waterways that lead to our oceans.

This is a community-wide effort to help protect our environment and there are many ways to support.

Ascent in East Naples is on the rise

Luxury apartment development transforming high-profile corner

Laura Layden

Naples Daily News

USA TODAY NETWORK - FLORIDA

The development Metropolitan Naples is taking shape, with its first high-rise tower well underway.

The first tower — a luxury apartment development, known as Ascent in East Naples — broke ground nearly a year ago. Concrete has been poured up to the eighth floor.

Construction won't be finished until next year. There are still seven more floors to go, before reaching the roof.

"We're a little more than halfway there now," said Deane Dolben, president of The Dolben Co., one of the partners in Ascent.

The tower is rising in an area known as the Gateway Triangle, named for its pizza-like shape. It sits between Davis Boulevard to the north and U.S. 41 to the south in East Naples.

Despite construction industry challenges and Hurricane Ian, the project remains on time and on budget, Dolben said.

"Ian didn't slow anything down," he said recently, noting the new construction is far above sea level, which is good for the "long haul," to avoid flooding from future storms.

A topping-off is now only a few months away.

"We are pouring one floor every three weeks," Dolben said. "We will have the building topped out in another three or four months."

Then comes the internal build-out, which will take months to complete, with a high level of detail.

Apartments, big and small

Ascent will offer 270 apartments, ranging from 576-square-foot studios to 2,133-square-foot penthouses.

The building will include a large 6,500-square-foot restaurant and a smaller 1,200-square foot retail store, along with a five-story parking garage. The

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Ascent in East Naples is more than halfway built.

PROVIDED

Ascent

Continued

apartments will start on the third floor, wrapping around the garage, which is built into the development, Dolben explained.

The restaurant space is generating interest, with a decision yet to be made on an operator, he said.

"We are hoping that we will have a restaurant operator who has a space ready to go at the same time the building is delivered," Dolben said, "in the fourth quarter of next year."

The restaurant will be open to all, not just residents.

Amenities for residents will include around-the-clock concierge services. The seventh floor will have an outdoor infinity pool and sundeck, and a dog park, with a washing station.

Other planned offerings: A penthouse level residential lounge, two-story fitness center, co-working spaces and conference rooms, and charging stations for electric vehicles.

Apartments will feature keyless entry and offer expansive views of the Gulf of Mexico. High-end interior features will include quartz countertops and stainless-steel appliances.

Move-ins are expected to start in late fall of 2024. Leasing will begin closer to opening.

Rents are still to be determined, but will be at the top end of the market, reflecting the high quality and uniqueness of the rental community, including its location, views and amenities, which are more like those found at upscale condo developments, or hotels, Dolben said.

"We are excited to meet what we believe is an unmet need in the Naples market," he said.

Part of a larger vision

Metropolitan Naples has been years in the making. At completion, it will have three 15-story buildings on a roughly five-acre site, transforming a high-profile corner.

The larger mixed-use project is the brainchild of Jerry Starkey and Fred Pezeshkan, both longtime local developers, who won the right to purchase and develop the property from the county through a competitive bidding process.

The county has targeted the broader

Bayshore/Gateway Triangle area for redevelopment since 2000 — or for more than 20 years.

Starkey and Pezeshkan signed an agreement to purchase the property back in 2016.

County records show a bi-furcated sale by the Collier County Community Redevelopment Agency, with a slice of the property turned over to another partnership, operating under the name Naples Triangle Development JV/Propco LLC and managed by Roger Saad, with SK2 Capital, a real estate private equity and capital markets advisory firm headquartered in Naples.

Ascent is a joint venture involving The Dolben Co., GFI Development LLC and SK2 Capital.

"This is the first high-rise we have built. We have managed others," Dolben said.

He expects the tower to attract a mix of tenants, including wealthy seasonal residents willing to pay rent year-round, and affluent professionals who want to live close to where they work.

The Dolben Co. operates two other rental communities in the Naples area: The Coast Townhomes and The Coast Residences in Golden Gate. It's looking to build more projects.

"We really like the market," Dolben said. "We are high on Naples."


The other two buildings planned for Metropolitan Naples haven't broken ground yet.

Sales have begun for the second building, a luxury condo development planned by Starkey and Pezeshkan. Dubbed Aura, it will have 56 residences, with shops and restaurants at street level.

The third building will include more condos, along with more mixed-use development, including restaurants.



https://www.coastalbreezenews.com/columnists/beach_boy_chronicles/del-ackerman-giant-grocer-heart-naples/article_38500560-2430-11ee-80ba-136a168a8021.html

 Behind The Story

From the Beach Boy Chronicles

The King of Kelly Road

By Tom Williams

Jul 16, 2023

By Tom Williams



Before his retirement, Del Ackerman was often cruising along the Naples city limits in his red and white Chevy pickup truck. When he arrived at Del's, on the corner of what is now Bayshore and Thomasson, he was home. He was also very much at home when Bayshore was Kelly Road, and when anyone walked into Del's 24-hour Groceries, Beer, and Bait, even an alien from outer space would feel welcome.

Del was a giant of a man that knew no strangers. He was happy with everyone. He was as comfortable with the Port Royal millionaires from across the water on Naples Bay to the homeless struggling for dignity in a fledgling art district that gave them hope. Del was also wise. He knew that the folks that have everything money can buy are quite often looking for something else. The mad money millionaires from across the water might have been shopping for beer or bait or perhaps a little misplaced adventure, but at the end of Kelly Road, where the artisans began to gather, the possibilities were endless.

Del arrived in Naples after a bad accident. A bus hit him while he was working in the booming citrus industry, and after having 13 surgeries to repair his broken body, Del was informed by his employers: “We can’t use you anymore; we need someone who can stand up and walk around.”

When Del Ackerman arrived in Naples and settled on Kelly Road, the year was 1964, and Del was ready for a fresh frontier and a new start. When anyone first saw Del, there was not a clue that his body had once been broken. He appeared to have perpetual youth. He was always animated and moving, even when he was standing still and making new friends. He also stood out because Del stood well over six feet tall and looked like he might have just stepped off a sailing ship from Norway. When Del was at work, he was indeed a head and shoulders taller than most of his customers, but the real reason Del stood out is because he was so dynamic in his conquest of making friends and leveling the playing field of humanity.

In 1964, Naples year-round-residents numbered about 5,000 South Florida pilgrims, and there were cabins on Naples Bay. It was only four years after Hurricane Donna made a devastating landfall, swept the beachside streets with sand and saltwater, and flooded the ground floors of the Naples Beach Hotel. Naples in 1964 was an open canvas. It was indeed a time of rebirth and renaissance for a budding city on a bay, and as with any recovery and newfound beginnings inspiration was on the rise.

After searching along the beaches and the bay and taking an earnest assessment of the Naples community, Del decided to try something completely different. His vision was to have a wholesale grocery store that blended with an old-time general store and to apply a form of customer service that came to him naturally. Years before arriving in Naples, Del had a paper route, and he not only delivered newspapers but he often stayed to chat with his customers – especially the unfortunate who were receiving their newspapers in hospital. This, perhaps, was where the caring and open-minded approach to fundamental service began because this was a special man who could never forget being helpless in the hospital.

When Del first stocked his shelves and opened the doors to his store on Kelly Road, he knew at once he had chosen the right location. Kelly Road needed an anchor. This was a waterfront community where not only traffic from other roads and avenues led to his store but also an island in the stream of humanity where pilgrims and pirates of all kinds would touch the shore and add many spices to the recipes of life.

The rough riders of Kelly Road were drawn to a growing community that was indeed growing, but there could not be growth without growing pains. Because Del knew no strangers, and reserved judgment for a much higher authority than his own, Del Ackerman,

from the first day he opened his store, knew he was a man on a mission, and his mission of hospitality was more diverse than anyone could imagine.

The giant grocer with the big heart and the general store offered welcome to the ladies of the night that walked Kelly Road. Del knew they needed a break from the road and a sanctuary free from disparaging judgment. After all, even those that worked the oldest profession needed a friendly face along with their supply of daily sundries.

The ladies needed a place to sit, perhaps at a picnic table beside the mullet fisher folk with the mullet haircuts that sometimes came in for a pickled egg, a pack of smokes, or a hotdog to ward off the heat or the cold that only fisher-folk can feel. There might even be a struggling musician or artist wandering in for a six-pack of beer to calm their nerves after wrangling a stray bale of marijuana the saltwater cowboys had dumped when they believed the sheriff was hot on their trail.

This was the beginning before Kelly Road was Bayshore. This was when a flamboyant cast of characters began to color the canvases of Naples, Marco, and Everglades City with their very own versions of a Wild West story during the birth of a new frontier. This was a time when struggling but talented musicians, gifted artists, and even culinary creators would bloom into fruition and become Celebration Park and the Bayshore Art District.

For every Beach Boy and Girl that ever wandered and felt the ebb and flood of emotion that is the soul of any art form, perhaps there can be an understanding of the canvas that was once Kelly Road and the giant of a man that was Del Ackerman.

Tom Williams is a Marco Islander and the author of two books: “Lost and Found” and “Surrounded by Thunder – The Story of Darrell Loan and the Rocket Men.” Both books are available on Kindle and Nook.

Tom Williams

Author

‘Another cultural thread’ coming to Bayshore

Upcoming Naples Cinematheque will bring curated vintage films and other rarities to arts district

Kendall Little

Naples Daily News

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Leadership in the Bayshore Arts District in Naples have been working to bring more business owners into the area to meet the demand for more arts and culture.

So when David Garonzik brought his vintage theater idea to Naples, the community quickly welcomed him.

Garonzik’s theater, Naples Cinema-

theque, is a project he’s been working toward for months now.

In April, The Collier County Board of County Commissioners approved Garonzik’s request to buy a piece of land in Bayshore for the cinema. Now Garonzik is working on finalizing the sale so he can break ground on the spot where Del’s 24-Hour Food Store once stood.

What makes Naples Cinematheque special?

Naples Cinematheque will run curated feature films that are no longer being shown in regular movie theaters, such as foreign, historical, documentary and indie films.

“The first-run movies currently being produced and shown in multi-plexes don’t necessarily appeal to Naples’s demographic,” Garonzik said. “Naples might have movie theaters, but they don’t have a cinema.”

Garonzik will curate every single set of films for the theater based around unique holidays and themes.

By showing vintage films and rarities, Garonzik hopes to get the Naples community engaged in cinema — like they’re engaged in theater and nature.

“Naples has some of the best cultural institutions in the world, but they don’t have a cinema equivalent,” Garonzik said. “They don’t have a cinema that is the equivalent to the Kristen Coury’s Gulfshore Playhouse, or Opera Naples, or Artis Naples, or the Baker Museum or even the Botanical Gardens. And the culture is poorer when people can’t see the types of films that Naples Cinematheque would be curating.”

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Cinema

Continued from Page 3A

How does cinema fit into the community?

Naples Cinematheque will be located in Bayshore, close by the Naples Botanical Garden and the Gulfshore Playhouse.

“I think that Bayshore is still emerging as arts destination,” CEO of Gulfshore Playhouse Kristen Coury said. “I think this (cinematheque) will definitely help anchor that. And, in general, it will definitely add another cultural thread to the community at large.”

Garonzik noted that having Naples Cinematheque may bring in more tourism, since there’s nothing like it locally.

“A movie theater is just a movie theater,” Garonzik said. “It has a first run film, it shows, and then it goes away but it’s not really contributing to the community as a cultural landscape. People abroad aren’t necessarily going to look at Naples because of the Regal Cinema but if you have a cinematheque that’s promoting the history of cinema, bringing in archived film, showing rare films... that’ll add to the cultural landscape of the community.”

Garonzik plans on working closely with existing businesses, like the Naples Botanical Garden and the Golisano Children’s Museum.

“There’s some great areas of collaboration that could happen between the cinematheque and the garden,” President and CEO of Naples Botanical Garden Donna McGinnis said.

“When we are doing a special

festival, for example, we do a big Dia de los Muertos weekend, we can be doing things on site at the garden, but there could be also corresponding films that go on with our festival.”

McGinnis mentioned the garden and the cinematheque might share parking too, due to how close the two businesses will be.

Garonzik said the community has welcomed him and his project with open arms since the beginning, which he deeply appreciates.

“I just think cinematheques are really neat and sophisticated and they really enhance cultural and intellectual stimulation,” said Frank Verpoorten, executive director of Naples Art Institute. “And Naples doesn’t have anything like it yet.”

Garonzik is excited to bring his project to Naples, a place he says is like no other.

“Naples has this whole culture of going out and going to events and celebrating things in a group and in a communal setting and sharing in that way,” Garonzik said. “And that’s what makes it probably more special than any place I’ve been to.”

What’s next?

Garonzik said Collier County officials are working on their final appraisals now, then they’ll move into the purchase agreement. He estimates it’ll take a month or two to finalize the agreement, then Garonzik can begin the construction process for Naples Cinematheque.

For more information on Naples Cinematheque visit www.naplescine-matheque.com or email Garonzik at david@naplescinema.com.