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

City of Bonita Springs
City Council
Meeting Agenda

August 20, 2025
9:00 a.m.

If you intend 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 comment in advance of the meeting, email your name, address, and comment to citymeetings@cityofbonitasprings.org by 2:00 p.m., August 19, 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 in advance of the meeting. 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. Consent Agenda Items:

   A. Approve minutes from the City Council Regular Meeting held on August 6, 2025.

   B. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene.
   (Green Sheet 25-08-188)

   C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton.
   (Green Sheet 25-08-189)

D. Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt repair work at: Cockleshell Dr, Dortch Ave, Hunters Ridge Blvd, Orangewood Dr, Tangelo Tr, and Murat Ct. (Green Sheet 25-08-190)

E. Approve Joint Partnership Agreement between the City and Bonita Springs Utilities for stormwater and utility improvements for the Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project. (Green Sheet 25-08-191)

- Opportunity for City Council Comments on Consent Agenda

7. Public Hearings:

A. (SECOND READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS; EXTENDING THE ELECTRIC UTILITY FRANCHISE AND RATE STRUCTURE FOR FLORIDA POWER AND LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-08-192)

8. City Attorney Items:

A. A Resolution recognizing the enactment of Senate Bill 180 by the Florida Legislature and affirming that the City shall not enforce building permitting requirements using historical valuation (lookback). (Green Sheet 25-08-195)

9. City Manager Items:

A. Presentation of the June Financial Report and discussion of fiscal year 2025-2026 budget. (Green Sheet 25-08-193)

B. Presentation of the Community Development Activity Report for July. (Green Sheet 25-08-194)

C. Discussion of the City of Bonita Springs 2026 Legislative Priorities. (Green Sheet 25-08-196)

D. Update on hurricane recovery efforts.

10. Mayor and Council Member Reports

11. Public Comment

12. 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
August 6, 2025
5:30 p.m.

1. **Call to Order -** *Mayor Gibson called the meeting to order at 5:33 p.m.*
2. **Invocation -** *Provided by Pastor Angel Ortiz of Integrity Church.*
3. **Pledge of Allegiance**
4. **Roll Call**

The City Clerk called the roll:

Present: 7 Council Member Bogacz, Deputy Mayor Purdon, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick.

Absent: 0

5. **Public Comment on Agenda Items -** *None*
6. **Public Hearings - Zoning and Land Use:**

A. A ZONING RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A SPECIAL EXCEPTION REQUEST TO ALLOW A CAR WASH FACILITY ON A PROPERTY LOCATED WITHIN THE U.S. 41 CORRIDOR, PURSUANT TO LDC SECTION 4-888; LOCATED ON THE EAST SIDE OF S. TAMIAMI TRAIL AND SOUTH OF BONITA CROSSINGS BLVD., STRAP NUMBER 04-48-25-B3-0140J.001A, BONITA SPRINGS, FLORIDA, 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-08-182)

The City Clerk read the title block into the record, and the City Attorney administered the oath to those providing testimony. Mary Tornberg, Senior Planner with Community Development, introduced the item and summarized the applicant's request. She noted that the Zoning Board voted 3-1 in favor of recommending approval. Next, *Patty Kulak of RVi Planning, representing the applicant, introduced Vince Ranieri of Sunshine Clean and the project team. She provided an overview of the project which included compatibility with surrounding commercial uses, results of the sound study, and noted the applicant's agreement with staff proposed conditions of approval.*

Public Comment: Julie Basile spoke in opposition, citing concerns about environmental impacts and the existing number of car washes.

Council Member Fullick inquired whether the site was designated as an Audubon sanctuary. Ms. Tornberg confirmed that it is not.

Council Member Carr motioned to approve with staff proposed conditions; Seconded by Mayor Gibson. Mayor Gibson asked the Clerk to record a roll-call vote. ***The motion carried 5-2 (Purdon and Corrie opposed).*** **Zoning Resolution 25-096 approved.**

7. Consent Agenda Items:

Council Member Carr motioned to approve the Consent Agenda; Seconded by Council Member Fullick. ***The motion carried unanimously.***

A. Approve minutes from the City Council meeting held on July 16, 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 grant agreement and corresponding resolution accepting funding from the Florida Department of Transportation Local Agency Program (LAP) for the East Terry Street Project from Imperial Parkway east to Interstate 75, and approve a resolution authorizing a budget amendment. (Green Sheet 25-08-181)

E. Approve amendment No. 4 to Tyler Technologies software services contract. (Green Sheet 25-08-183)

8. Public Hearings:

A. (First Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS; EXTENDING THE ELECTRIC UTILITY FRANCHISE AND RATE STRUCTURE FOR FLORIDA POWER AND LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-08-187)

The City Clerk read the title block into the record. City Attorney Rooney summarized the item, stating the franchise was initially approved in 2000 for a 25-year term with the ability for a one-time 5-year extension. The proposed ordinance extends the franchise agreement at the current terms for an additional 5 years. Florida Power and Light is in agreement with the proposed extension. A discussion ensued. Council Member Carr motioned to move to Second Reading; Seconded by Deputy Mayor Purdon. Seeing no members of the public wishing to comment, Mayor Gibson asked the Clerk to record a roll-call vote. ***The motion carried unanimously.***

9. Mayor and Council Member Items:

A. Update regarding the San Carlos Estates Water Control District legislative referendum.
(Bogacz, Green Sheet 25-08-184)

Council Member Bogacz provided an update, reporting on a recent meeting that she and City staff attended with representatives from the San Carlos Estates Water Control District, including Board Chair and President Jim Bradford. She then invited Mr. Bradford, who was present, to address the Council. Mr. Bradford read aloud a letter that he intends to send to district residents aimed at clarifying misleading information previously circulated in letters to the legislative delegation and district residents (The letter and additional handouts provided by Mr. Bradford on file in the City Clerk's office).

Council Member Bogacz then addressed a widespread misunderstanding that the City intends to extend Strike Lane to Imperial Parkway. Emphasizing the importance of transparency and correcting public misinformation, she asked for Council's support to issue a formal letter to district residents reaffirming that the City has no plans to open Strike Lane. Following a discussion, Council Member Bogacz made a motion to direct the City Attorney to draft the letter and authorize the Mayor to sign it on behalf of Council; Seconded by Deputy Mayor Purdon. ***The motion carried unanimously.***

B. Discussion regarding the City's interest in Kent Road. (Fitzpatrick, Green Sheet 25-08-185)

Council Member Fitzpatrick opened the discussion by emphasizing the importance of Kent Road as the key access route to several recreational destinations including the YMCA, the Soccer Complex, Bonita Nature Place, Cullum's Trail, and Pine Lake Preserve. He noted that the historical background and ownership of the roadway remains unclear, which has hindered full public maintenance. Given the City's interest in the road's condition, he requested Council's support to direct staff to investigate the chain of title and conduct a formal survey of the roadway and report back to Council. Council Member Fitzpatrick motioned to authorize staff to proceed as proposed; Seconded by Deputy Mayor Purdon. ***The motion carried unanimously.***

10. City Attorney Items:

None

11. City Manager Items:

A. Update on the Fiscal Year 2025-2026 draft budget. (Green Sheet 25-08-186)

Finance Director Lisa Griggs Roth presented an update on the Fiscal Year 2025-2026 draft budget, stating that this agenda item offers Council an opportunity to engage in further discussion on the proposed budget and provide any additional direction to staff. As part of her update, she reviewed the budget timeline, noting that two public hearings will be held, the first at 5:30 pm, September 3, and the second at 5:30 pm, September 17.

B. Update on hurricane recovery efforts.

City Manager Hunter informed Council that the City's Neighborhood Services Department completed the opt-in process for participation in the State's F-ROC program.

Additionally, City Manager Hunter thanked Dr. Margaret Banyan and Mr. Daivd Theriaque for co-facilitating the Land Use Workshop held earlier in the day, and provided a reminder of the Parks Master Plan Public Workshop, scheduled for Thursday, August 7, from 5:30 pm - 7:30 pm, at the Bonita Springs Recreation Center Gymnasium.

12. Mayor and Council Member Reports

Council Member Fullick - Requested input from Council members on whether the new mural planned for the Literacy Volunteers building should be on the north or south exterior wall. He encouraged Council members to share feedback directly with Nicole Perino, staff liaison to the Art in Public Places Advisory Board. Additionally, he asked staff to draft standardized requirements and expectations for advisory board members, including attendance requirements.

Council Member Corrie - Thanked the City Attorney for his work preparing the draft resolution to align the City's *land development regulations with Senate Bill 180 in relation to the elimination of the "lookback period," and is looking forward to the item on the next City Council meeting agenda.*

Mayor Gibson - Thanked the Public Works Department for their recent work repaving and restriping Old 41 Road near Bonita Beach Road.

Council Member Carr - Shared recent developments and initiatives of Bonita Springs Utilities.

Deputy Mayor Purdon - Referencing the winning proposal for the production and management of the Fiesta Bonita event which was approved by Council at the prior meeting, Deputy Mayor Purdon motioned to authorize staff to enter into an agreement with the selected contractor, Zap & Co.; Seconded by Council Member Fullick. ***The motion carried unanimously.***

13. Public Comment

None

14. Adjournment - *There being no further business, Mayor Gibson adjourned the meeting at 6:54 p.m.*

Prepared by:

____
Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: ______________

____
Mike Gibson, Mayor

CITY OF BONITA SPRINGS **AGENDA ITEM SUMMARY**	**Green Sheet No. 25-08-188** **August 20, 2025**

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) Government Transparency and Efficiency

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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. 25-094 issued on August 4, 2025
2. Resolution No. 25-099 issued on August 11, 2025

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-094

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 4th day of August, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney Office

Date filed with City Clerk: 8/4/25

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-099

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 11th day of August, 2025.

AUTHENTICATION:

______________________ Mayor

______________________ City Clerk

APPROVED AS TO FORM: ______________________
City Attorney Office

Date filed with City Clerk: 8/11/25

CITY OF BONITA SPRINGS **Green Sheet No. 25-08-189**
AGENDA ITEM SUMMARY **August 20, 2025**

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) Government Transparency and Efficiency

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. 25-095 issued on August 4, 2025
2. Resolution No. 25-100 issued on August 11, 2025

REVIEWERS:

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

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-095

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 4th day of August, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: City Attorney Office

Date filed with City Clerk: 8/4/25

CITY OF BONITA SPRINGS
RESOLUTION NO. 25-100

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 11th day of August, 2025.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney Office

Date filed with City Clerk: 8/11/25

CITY OF BONITA SPRINGS **AGENDA ITEM SUMMARY**	**Green Sheet 25-08-190** **August 20, 2025**

ITEM TITLE: Approve proposal from Ajax Paving Industries of Florida, LLC for asphalt repair work at: Cockleshell Dr, Dortch Ave, Hunters Ridge Blvd, Orangewood Dr, Tangelo Tr, and Murat Ct.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 2) Improve Vehicular and Multimodal Transportation Networks

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BACKGROUND: Cockleshell Dr, Dortch Ave, Hunters Ridge Blvd, Orangewood Dr, Tangelo Tr, and Murat Ct are in need of asphalt repair. The proposal submitted by Ajax Paving would include the following Improvements:

- Maintenance of Traffic
- Milling Existing Asphalt
- 1”-1n1/2” SP-9.5mm Superpave
- Manhole Riser Rings
- 12” Solid White Thermoplastic Crosswalks
- 24” Solid White Thermoplastic Stop Bars
- Paint or Thermoplastic re-stripping where needed

This proposal was procured at a competitive price via a cooperative purchase through an existing Lee County contract for “Countywide Minor Paving, Drainage and Concrete Improvements” (Contract #B220257ACN). City funding is available on 30.250.541.6308 and 30.250.541.6319

STAFF RECOMMENDATION: Approve proposal in the amount of $590,780.33

ATTACHMENTS:

1. Ajax Paving Proposal Paving Misc. Streets

REVIEWERS:

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

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	**Contact:**	Joel Langaney
Address:	9101 BONITA BEACH RD	**Phone:**	239-949-6262
	BONITA SPRINGS, FL 34135 USA	**Fax:**	239-949-6239
Project Name:	Lee County B240350LND - Misc Streets City Of Bonita Springs	**Bid Number:**	LS25-161
Project Location:	Coickleshell,Dortch,Murat,Tangelo,Orangewood, Hunters Ridge,Kent, Bonita Springs, FL	**Bid Date:**	7/31/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2.) Cockleshell Drive					
102-1	Maintenance Of Traffic	1.00	LS	$8,157.48	$8,157.48
327-70-6	Mill Existing Asphalt 1,5"	13,000.00	SY	$3.00	$39,000.00
334-1-13A	1-1/2" SP-12.5mm (Traffic C) Superpave	1,243.00	TON	$143.31	$178,134.33
	Total Price for above 2.) Cockleshell Drive Items:				**$225,291.81**
3.) Dortch Ave					
102-1	Maintenance Of Traffic	1.00	LS	$4,427.73	$4,427.73
327-70-6	Mill Existing Asphalt 1.5"	1,800.00	SY	$8.90	$16,020.00
334-1-13A	1-1/2" SP-12.5mm (Traffic C) Superpave	149.00	TON	$269.31	$40,127.19
	Total Price for above 3.) Dortch Ave Items:				**$60,574.92**
4.) Hunters Ridge					
102-1	Maintenance Of Traffic	1.00	LS	$6,694.99	$6,694.99
327-70-1	Mill Existing Asphalt 1"	5,128.00	SY	$4.69	$24,050.32
334-1-13B	1" SP-9.5mm (Traffic C) Superpave	283.00	TON	$201.34	$56,979.22
	Total Price for above 4.) Hunters Ridge Items:				**$87,724.53**
5.) Orangewood,Tangelo And Murat					
102-1	Maintenance Of Traffic	1.00	LS	$15,617.00	$15,617.00
327-70-6	Mill Existing Asphalt 1.5"	9,543.00	SY	$3.67	$35,022.81
334-1-13A	1-1/2" SP-12.5mm (Traffic C) Superpave	788.00	TON	$160.76	$126,678.88
	Total Price for above 5.) Orangewood,Tangelo And Murat Items:				**$177,318.69**
6.) Stripe Huters R,Dortch,Tangelo,Orangewood,Murat					
706-3	RPM	252.00	EACH	$4.65	$1,171.80
710-11-101	Paint, Std, White, Solid, 6"	11,278.00	LF	$0.47	$5,300.66
710-11-123	Paint, Std, White, Solid, 12	225.00	LF	$1.98	$445.50
710-11-124	Paint, Std, White. Solid, 18"	328.00	LF	$2.09	$685.52
710-11-125	Paint, Std. White, Solid, 24"	194.00	LF	$2.33	$452.02
710-11-131	Paint, Std, Yellow, 10/30 Skip, 6"	849.00	LF	$0.47	$399.03
710-11-170	Paint, Std, While, Solid, Left Or Right Turn Arrow	12.00	EACH	$52.35	$628.20
710-11-170	Paint, Std, White, Solid, Combo Straight Right	1.00	EACH	$52.35	$52.35
710-11-201	Paint, Std, Yellow, Solid, 6"	5,474.00	LF	$0.47	$2,572.78
711-11-123	Thermoplastic, Std, White, Solid, 12"	225.00	LF	$4.07	$915.75
711-11-124	Themoplastic, Std, White, Solid, 18"	328.00	LF	$6.11	$2,004.08
711-11-125	Themoplastic, Std, White, Solid, 24"	194.00	LF	$8.14	$1,579.16
711-11-170	Themoplastic, Std, White, Solid, Left Or Right Turn Arrow	12.00	EACH	$87.25	$1,047.00
711-11-170	Thermoplastic, Std, White, Solid. Combo Straight Right	1.00	EACH	$87.25	$87.25
711-16-101	Thermoplastic, Std, White, Solid, 6"	11,278.00	LF	$1.28	$14,435.84

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	**Contact:**	Joel Langaney
Address:	9101 BONITA BEACH RD	**Phone:**	239-949-6262
	BONITA SPRINGS, FL 34135 USA	**Fax:**	239-949-6239
Project Name:	Lee County B240350LND - Misc Streets City Of Bonita Springs	**Bid Number:**	LS25-161
Project Location:	Coickleshell,Dortch,Murat,Tangelo,Orangewood, Hunters Ridge,Kent, Bonita Springs, FL	**Bid Date:**	7/31/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
711-16-131	Themoplastic, Std, Yellow, 10/30 Skip, 6	849.00	LF	$1.28	$1,086.72
711-16-201	Themoplastic, Std, Yellow, Solid, 6"	5,474.00	LF	$1.28	$7,006.72
	Total Price for above 6.) Stripe Huters R,Dortch,Tangelo,Orangewood,Murat Items:				**$39,870.38**

Total Bid Price: $590,780.33

Notes:

- This Proposal is based on ___ Mobilizations. Additional Mobilizations will be $2,500 each.
- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on ___ Mobilizations. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on construction prior to September 30, 2025. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Quote is based on plans dated _____.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.
- Pricing does not include striping, striping removal, temp asphalt, temp asphalt removal, asphalt curb pad, roadway restoration due to underground work, utility adjustments, demolition, clear/grub, excavation, embankment, grading, base, stabilization, permits, security badging, OJT, drop off protection, driveway maintenance.
- Pricing includes bond.
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.
- Ajax Paving will not be responsible for damage to asphalt by third parties. Repairs can be made based on T&M rates.
- Ajax Paving can provide it's own MOT for lane closures at $3,000 per shift if requested by Prime. Prime to supply MOT Devices.
- Prime contractor may elect to provide Ajax with MOT or Ajax can provide it's own MOT (Prime to supply MOT devices).
- Pricing as shown is for daytime work only.
- If, after the date of this Quote/Purchase Order, any new or increased tariffs, duties, or other government-imposed costs on materials used in the work becomes effective, the Contract Price shall be adjusted to reflect the actual increased cost to the Contractor. The Contractor shall promptly notify the [Owner/Buyer] of any such cost impact. Failure to agree on a price adjustment shall not relieve the Buyer's obligation to pay the increased cost, and the Contractor shall be entitled to an extension of time if such tariffs result in material shortages or delays and/or Contractor may permanently suspend performance because of a delay or the inability of the parties to agree upon an adjusted price."

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	CITY OF BONITA SPRINGS	**Contact:**	Joel Langaney
Address:	9101 BONITA BEACH RD BONITA SPRINGS, FL 34135 USA	**Phone:**	239-949-6262
		Fax:	239-949-6239
Project Name:	Lee County B240350LND - Misc Streets City Of Bonita Springs	**Bid Number:**	LS25-161
Project Location:	Coickleshell,Dortch,Murat,Tangelo,Orangewood, Hunters Ridge,Kent, Bonita Springs, FL	**Bid Date:**	7/31/2025

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	**CONFIRMED:** **Ajax Paving Industries Of Florida, LLC**
Buyer: ______________________	
Signature: ______________________	**Authorized Signature:** ______________________
Date of Acceptance: ______________________	**Estimator:** Lee Strauss 941-238-8833 lstrauss@ajaxpaving.com

ITEM TITLE: Approve Joint Partnership Agreement between the City and Bonita Springs Utilities for stormwater and utility improvements 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

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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 upgrade existing stormwater pipes along neighborhood streets and construct two (2) retention ponds in the neighborhood.

The proposed stormwater improvements will create utility conflicts in certain locations of the project between the City's improvements and the water and wastewater utility lines. In some instances, the utility lines will need to be relocated. The construction of the new improvements will have an impact on the City's project construction timing. Recognizing this, and the opportunity to deliver the most cost-effective and timely projects for both the City and Bonita Springs Utilities, the City and the utility company have partnered to allow for one General Contractor, working for the City, to construct all the improvements. One General Contractor allows the project to be constructed in the most efficient manner.

The Joint partnership agreement between the City and Bonita Springs Utilities allows the City to oversee the overall construction project, with the utility company inspecting and approving their portions of the work. The agreement also allows BSU to reimburse the City for progress payments made to the Contractor for the utility's portion of the project scope.

STAFF RECOMMENDATION: Approve Joint Partnership between the City and Bonita Springs Utilities for stormwater and utility improvements in the Quinn/Downs/Dean Neighborhood.

ATTACHMENTS:

1. City/BSU Joint Partnership Agreement

REVIEWERS:

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

CITY OF BONITA SPRINGS

and

BONITA SPRINGS UTILITIES, INC.

JOINT PROJECT AGREEMENT FOR

STORMWATER AND UTILITY

INSTALLATION

THIS AGREEMENT, made and entered into this ________________ day of ____________________, 2025, by and between **CITY OF BONITA SPRINGS**, a political subdivision of the State of Florida, hereinafter referred to as “City”, and **BONITA SPRINGS UTILITIES, INC.**, a Florida not for profit corporation, hereinafter referred to as “BSU”, each individually a “PARTY” and collectively the “PARTIES”.

WITNESSETH:

WHEREAS, City is improving neighborhood drainage in the Quinn/Downs/Dean/West of Imperial Parkway Neighborhood, designated as *“Quinn/Downs/Dean West of Imperial Parkway Infrastructure Project”* and referenced herein as the “Quinn/Dean Project”, and

WHEREAS, the City has received financial assistance from the U.S. Housing and Urban Development Department (HUD) through the Community Development Block Grant – Mitigation (CDBG-MIT) Program, by which compliance with federal laws and regulations will be required, as described in subrecipient agreement IR015 between FloridaCommerce (fka State of Florida Department of Economic Opportunity, DEO) and the City. Federal laws include affirmative action clauses, labor standards in accordance with the David-Bacon Act and the Copeland Anti- Kick Back Act, record retention clause, among others.

WHEREAS, BSU maintains potable water transmission and wastewater collection infrastructure within the limits of the Quinn/Dean Project, including infrastructure located within and outside previously established and recorded BSU easements, and this infrastructure is referred to collectively herein as “BSU Mains”, and

WHEREAS, construction of the Quinn/Dean Project requires relocation of a portion of the BSU Mains in conflict with the project which are located outside previously established and recorded BSU easements, such utility relocation work designated hereinafter as “BSU Non-Easement Utility Work”, and

WHEREAS, construction of the Quinn/Dean Project also requires relocation of a portion of the BSU Mains in conflict with the project which are located within previously established and recorded BSU easements, such utility relocation work designated hereinafter as “BSU Easement Utility Work” (the BSU Non-Easement Utility Work and the BSU Easement Utility Work shall be referred to collectively herein as “BSU Utility Work”), and

WHEREAS, BSU is responsible for all costs attributable to Design, Permitting, Construction Engineering and Inspection, and Construction of the BSU Non-Easement Utility Work, referred to hereafter as “Cost of BSU Non-Easement Utility Work”, and

WHEREAS, the City is responsible for all costs attributable to Design, Permitting, Construction Engineering and Inspection, and Construction of the BSU Easement Utility Work, referred to hereafter as “Cost of BSU Easement Utility Work”, and

WHEREAS, the City is responsible for all stormwater related costs associated with Design, Permitting, Construction Engineering and Inspection, and Construction of the Quinn/Dean Project, hereinafter referred to as “Cost of the Quinn/Dean Project”, with the exception of the BSU Non-Easement Utility Work;

WHEREAS, BSU has requested the City to include in the City’s construction contract, hereinafter referred to as “Contract”, for the Quinn/Dean Project certain plans and specifications furnished by BSU for the BSU Utility Work; and

WHEREAS, the City has included plans provided and approved by BSU for the BSU Utility Work in its Request for Bid Documents as Bid Alternate A and has requested bids associated with such BSU Utility Work;

WHEREAS, the City and BSU, working jointly with support and authority as the issues relate to BSU Utility Work and stormwater improvements will facilitate the bid document, advertisement, and bid opening and has reserved the right to award a Contract associated with the construction of the Quinn/Dean Project and has further reserved the right to reject all bids associated with the project;

WHEREAS, the City has reserved the right to award a contract associated with Bid Alternate A and has further reserved the right to reject all bids associated with Bid Alternate A;

WHEREAS, the City and BSU have determined that it serves a public purpose and is in the public interest to enter into this JOINT PROJECT AGREEMENT FOR STORMWATER AND UTILITY INSTALLATION (hereafter “JPA”) providing for such work.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. In the event the City awards a Contract with respect to the BSU Utility Work (subject to the reasonable approval of BSU as set forth below), BSU’s obligations under this JPA shall not arise unless and until the Addendum to City of Bonita Springs Request

for Bid, or other similar agreement relating to the BSU Utility Work, has been fully executed on behalf of the Contractor, the City and BSU.

2. BSU shall be responsible for reimbursing the City for all expenses incurred by the City attributable to the construction, engineering or design work of the BSU Non-Easement Utility Work as set forth in Bid Alternate A.

   The City shall coordinate with BSU on the award of the bid alternate to the lowest responsive and responsible bidder, so determined on the sum of the base bid plus additive alternate for BSU Utility Work. The Basis of Award for this bid shall be the lowest responsive, responsible bidder as determined by the Base Bid or any combination thereof. Should BSU object to the pricing of Alternate A (BSU Utility Work) and consider the alternate to be an "unbalanced bid" BSU will be required to document why and how it was determined to be an "unbalanced bid" and submit their objection in writing to the City within 15 days of the bid opening. At that time, the City and BSU shall jointly review the objection and determine if Alternate A to be a balanced or unbalanced bid for the BSU Utility Work. The City and BSU further reserve the right to negotiate the alternate cost(s) with the apparent low bidder and/or consider award to the next apparent responsive and responsible low bidder and/or reject and re-bid the project. The determination of an unbalanced bid and/or any further action shall be at the sole discretion of the City and BSU. BSU shall not unreasonably delay the bid award to the most responsive, responsible contractor as the federal funding for the Quinn/Downs/Dean Neighborhood Drainage Improvement Project has a strict timeliness spending requirement.

4. The coordination of BSU Utility Work with that of the City's work, their contractors, subcontractors, and other utility relocation contractors associated with this project will be the responsibility of the City, and BSU shall cooperate fully in this matter. All information required for Change Orders, Supplemental Agreements or Requests for Information pertaining to BSU Utility Work or otherwise related to subject matter of this Agreement shall be promptly furnished to the City by BSU. BSU shall have the right to approve or reject any and all proposed Change Orders or Supplemental Agreements pertaining to BSU Utility Work in its absolute discretion. All change orders, supplemental agreements or Request for Information shall be communicated in a timely manner that will not cause delay of the work.

5. BSU, at its sole expense, will furnish all inspection services and supervision for the installation of pipe, valves and appurtenances, placement of pipe bedding, backfill and all pipe testing of the BSU Utility Work, and will also furnish City with progress reports and daily records, approved quantities and amounts for periodic and final pay estimates. The provisions of this section shall not be interpreted to mean or suggest that BSU is assuming responsibility for the means and methods of construction, or for implementing safety procedures, with respect to the BSU Utility Work. This provision is solely intended to confirm that, to the extent the City is obligated or permitted to perform inspection or supervision services pursuant to its Contract, BSU shall be assuming responsibility for such services with respect to the BSU Utility Work.

6. All adjustments, relocations, repairs and incidentals required to be performed to the BSU Mains within the project limits and not included in the Contract shall be the sole responsibility of BSU. All such work shall be coordinated with the construction of this project in a manner that will not cause delay to the work. BSU shall have the right to retain its own forces, including outside contractors, in connection with the performance of such adjustments, relocations, repairs and incidental work in order to maintain service to BSU customers.

7. BSU agrees that it will, upon the execution of this Agreement and notification of the final bid cost for BSU Utility Work, set aside in an appropriate account, the Cost of the BSU Non-Easement Utility Work plus a 10% BSU controlled contingency. Every thirty (30) days upon receipt of invoice(s) from the Contractor, the City will submit ~~an~~ said invoice(s) to BSU detailing the BSU Utility Work performed. BSU shall have the right to inspect all work associated with any invoice and shall have the right to advise City and Contractor of any appropriate corrective work required with respect to the BSU Utility Work. BSU shall notify the City in writing immediately upon receipt of the contractor’s invoice(s) of any disputes for reimbursement of quantities and amounts associated with work outlined in the invoice(s). Upon review and approval of the invoice by BSU, BSU will pay the City within 15 days. BSU’s obligation to make payment shall be conditioned upon the City providing BSU with any and all appropriate documentation reasonably required by BSU to confirm the amounts owing, as well as appropriate lien or bond waiver forms and a Final Contractor’s Affidavit in connection with the final invoice. BSU’s obligation to make payment to the City shall be limited specifically to the amount of the Contractor’s invoice specifically associated with the BSU Non-Easement Utility Work. In the absence of change orders, BSU’s total payment obligation shall be limited to the pricing attributable to the BSU Utility Work as set forth in the approved Bid Alternate A.

8. The City will notify BSU promptly upon being advised by Contractor that the BSU Utility Work is Substantially Complete. BSU will be afforded a sufficient opportunity to inspect and test all aspects of the BSU Utility Work and advise of any defects or punchlist items to be addressed. Upon completion and acceptance of the work, BSU shall own, control, maintain, and be responsible for all BSU utility facilities (potable water and wastewater infrastructure) associated with the work described herein, in accordance with the Franchise Agreement between the City and BSU created by Ordinance No. 02-14, and as amended. The City shall own, control maintain and be responsible for all conflict structures in the storm water drainage network where BSU infrastructure intersects the storm water drainage network at a conflicting elevation.

9. Upon completion of the work, the City shall, at the earliest date practicable, furnish BSU copies of its final and complete BSU Utility Work billing of all costs incurred in connection with the work performed here under, such statement to follow as closely as possible the order of the items contained in BSU’S portion of the Contract. The final billing shall show the description and site of the project; the date on which the first work was performed; the date on which the earliest item of billed expenses was incurred; the date on which the last work was performed, or the last item of billed expenses was incurred; and the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to City records, accounts or other

relevant documents. All cost records and accounts shall be subject to audit by a representative of Florida Commerce, the City and/or BSU.

10. This Agreement, together with the Addendum to City of Bonita Springs Request for Bid agreement (or such other similar agreement as may be executed by the City, Contractor and BSU with respect to the BSU Utility Work) as well as the terms of the Contract between the City and Contractor (along with all design plans, specification, schedules and similar agreements incorporated into any of the foregoing) constitutes the entire understanding between the PARTIES, and any previous Agreements whether written or oral, shall be superseded by the Agreement with the exception of the agreement between BSU and the City known as the Franchise Agreement By, Between and Among Bonita Springs Utilities, Inc., the City of Bonita Springs, Florida, and Lee County, the terms of which shall not be affected by this Agreement.

11. This Agreement may be amended upon the concurrence of both PARTIES and executed with the same formalities as this original Agreement.

12. The PARTIES agree that by execution of this Joint Project Agreement, no PARTY will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for by Section 768.28, Florida Statutes.

13. This Joint Project Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

14. The term of this Agreement shall be from the date first written above and shall continue until terminated by either PARTY. Either PARTY may terminate this Agreement by giving the other PARTY ninety (90) days written notice of termination.

15. Nothing in the Joint Project Agreement or any of the other Contract Documents shall be interpreted or construed as creating an agency or joint venture relationship between the City and BSU. Rather, this Joint Project Agreement is merely intended to memorialize the rights and obligations of the parties hereto with respect to the BSU Utility Work.

(This section intentionally left blank)

IN WITNESS WHEREOF, the PARTIES hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

Bonita Springs Utilities, Inc., a
Florida not for profit corporation

By: ________________________ ___________________________

Date: __________________________

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

ITEM TITLE: (Second Reading) AN ORDINANCE OF THE CITY OF BONITA SPRINGS; EXTENDING THE ELECTRIC UTILITY FRANCHISE AND RATE STRUCTURE FOR FLORIDA POWER AND LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Lisa Griggs Roth, CPA, Director of Financial & Administrative Services; Derek Rooney, City Attorney

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY: 5) Strengthen City Finances

BACKGROUND:

The City has extended Florida Power & Light Company ("FPL") a nonexclusive franchise throughout the City and across all public rights-of-way. The franchise was initially approved for a 25-year term beginning in 2000 with the ability for a one-time 5-year extension. The City has amended the franchise fee during the term of the franchise and the current rate is 4%.

The proposed ordinance extends the Florida Power and Light electric franchise and fee at the current rate of 4% for an additional 5 years. The 2025-2027 draft budget includes electric franchise fee revenue.

On August 6, 2025, the first reading and public hearing for this proposed ordinance was held. City Council voted unanimously to move to second reading.

STAFF RECOMMENDATION: Adopt ordinance

ATTACHMENTS: Draft Ordinance, historical ordinances adopting the franchise and revising rates.

REVIEWERS:

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

CITY OF BONITA SPRINGS

ORDINANCE NO. 25 -

AN ORDINANCE OF THE CITY OF BONITA SPRINGS; EXTENDING THE ELECTRIC UTILITY FRANCHISE AND RATE STRUCTURE FOR FLORIDA POWER AND LIGHT COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bonita Springs ("City" or "Grantor") recognizes that the citizens of the City need and desire the benefits of electric service; and

WHEREAS, Florida Power & Light Company ("FPL" or "Grantee") is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the City entered into a franchise agreement through Bonita Springs Ordinance No. 00-08, providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions; and

WHEREAS, the City previously adopted Ordinance No. 16-15 amending the franchise agreement and raising the City's consideration from 3% to 4% until December 31, 2022; and

WHEREAS, the City also adopted Ordinance No. 22-07 extending the rate of 4% without expiration; and

WHEREAS, Ordinance No. 00-08, provides for a twenty-five (25) year initial term but also allows for a one-time five (5) year extension; and

WHEREAS, Bonita Springs City Council has elected to extend the franchise agreement for an additional five years.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Pursuant to Section 1 of Ordinance No. 00-08 the City hereby extends the franchise to Florida Power & Light Company for an additional five (5) years at the current rate structure.

Section 2. All other terms of Ordinance No. 00-08, as amended by Ordinances Nos. 16-15 and 22-07, remain the same.

Section 3. The effective date of this Ordinance immediately upon its adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of August, 2025.

AUTHENTICATION:

______________________________	______________________________
Mayor	City Clerk

APPROVED AS TO FORM: ______________________________
City Attorney

Vote:

Carr	Fullick
Purdon	Bogacz
Fitzpatrick	Gibson
Corrie	

Date filed with City Clerk: ___________________________

ORDINANCE NO. 00-08

AN ORDINANCE OF THE CITY OF BONITA SPRINGS GRANTING FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE, IMPOSING CITY-WIDE PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF BONITA SPRINGS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bonita Springs ("City" or "Grantor") recognizes that the citizens of the City need and desire the benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City does not desire to undertake to provide such services; and

WHEREAS, Florida Power & Light Company ("FPL" or "Grantee") is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the City desire to enter into a franchise agreement providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions.

NOW, THEREFORE, THE CITY COUNCIL OF BONITA SPRINGS

HEREBY ORDAINS:

Section 1. There is hereby granted to Florida Power & Light Company, its successors and assigns (herein called the "Grantee"), for the period of 25 years from the effective date hereof, with one additional five (5) year extension at FPL's sole option the non-exclusive right, privilege and franchise, (herein called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (herein called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City of Bonita Springs, Florida, and its successors (herein called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5(a). As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing sixty (60) days after the effective date of this Ordinance and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending sixty (60) days prior to each such payment will equal three (3%) percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending sixty (60) days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed three (3%) percent of such revenues for any monthly billing period of the Grantee.

Section 5(b): Notwithstanding the above, for the first eighteen months of this franchise, the Grantee shall pay to the Grantor an amount equal to four (4%) percent of the Grantee's billed revenues, as specified in Section 5(a).

Section 5(c). It is further provided that the Grantor shall have the option, subject to the limitations specified below, once each calendar year to increase or reduce the amount to be paid by the Grantee as consideration for this franchise, such option to be exercised by the adoption of an ordinance, a certified copy of which must be delivered to the Grantee no later than 90 days before any such increase or reduction is to become effective. Such ordinance shall provide that the Grantee shall pay to the Grantor, no later than thirty (30) days after the end of the Grantee's first billing period and no later than 30 days after the end of each succeeding monthly billing of the Grantee during the term of this franchise, an amount which when added to the amount of all City licenses, excise fees or charges (except ad valorem property taxes and non-ad valorem special assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending thirty (30) days prior to each such payment will equal five (5%) percent (or such lesser percentage as the Grantor may elect) of the Grantee's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending thirty (30) days prior to each such payment, and in no event shall the Grantee's payment for the rights and privileges granted herein exceed five (5%) percent, or such percent of such revenues as specified by the Grantor in the exercise of its option, for any monthly billing period of the Grantee. In no event may the Grantor increase the amount by more than one (1%) percent from the percentage then being collected in any given year. The Grantor shall have the option to reduce the amount to be paid by the Grantee to zero, but in no event shall the Grantor have the option to increase the percentage used to calculate the amount to be paid by the Grantee as consideration for this franchise to any percentage which is greater than five (5%) percent. The Grantor's option hereunder shall be limited solely to the percentage to be used in the calculation of the amount to be paid by the Grantee as consideration for this franchise and as specifically set forth in this subsection, and no other section or provision of this franchise ordinance may be altered, amended or affected by the Grantor without the concurrence of the Grantee. Nothing herein shall require the Grantor to exercise its option hereunder.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have sixty (60) days to evaluate the offer and, if the Grantee agrees to meet or beat the other person's offer, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to meet or beat the other person's offer, all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least sixty (60) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have sixty (60) days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least ninety

(90) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have ninety (90) days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right in the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise;

(c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within ninety (90) days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this section shall not be conducted by any third party employed by the Grantor whose fee for conducting such audit is contingent on findings of the audit.

Section 12. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 13. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 14. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 15. As a condition precedent to the taking effect of this ordinance the Grantee shall file its acceptance hereof with the Grantor's Clerk within forty (40) days of adoption of this ordinance. The effective date of this ordinance shall be the date on which Grantee files its acceptance.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Florida this 19th day of July, 2000.

AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM: ______________ 7/20/00

City Attorney Date

Vote:	Arend	Aye	Piper	Aye
	Edsall	Aye	Wagner	Aye
	Nelson	Aye	Warfield	Aye
	Pass	Aye		

Date Filed with City Clerk: 7/20/00

CITY OF BONITA SPRINGS

ORDINANCE NO. 16-15

AN ORDINANCE OF THE CITY OF BONITA SPRINGS AMENDING ORDINANCE NO. 00-08; ADJUSTING THE RATE OF THE FLORIDA POWER AND LIGHT COMPANY NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE, PROVIDING FOR PAYMENTS TO THE CITY OF BONITA SPRINGS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bonita Springs ("City" or "Grantor") recognizes that the citizens of the City need and desire the benefits of electric service; and

WHEREAS, Florida Power & Light Company ("FPL" or "Grantee") is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the City entered into a franchise agreement through Bonita Springs Ordinance No. 00-08, providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions; and

WHEREAS, Bonita Springs City Council has elected to exercise its option in Section 5 (c) of the franchise agreement, by increasing the rate of the franchise payment.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Section 5 of Ordinance No. 00-08 is hereby amended as set forth below, with deleted text identified with strike through and additional text identified with underlining.

Section 5(a). As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing sixty (60) days after the effective date of this Ordinance and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending sixty (60) days prior to each such payment will equal three (3% percent of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending sixty (60) days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed three (3%) percent of such revenues for any monthly billing period of the Grantee.

Section 5(b): Notwithstanding the above, for the first eighteen months of this franchise, the Grantee shall pay to the Grantor an amount equal to four (4%) percent of the Grantee's billed revenues, as specified in Section 5(a).

Section 5(c): It is further provided that the Grantor shall have the option, subject to the limitations specified below, once each calendar year to increase or reduce the amount to be paid by the Grantee as consideration for this franchise, such option to be exercised by the adoption of an ordinance, certified copy of which must be delivered to the Grantee no later than ninety (90) days before any such increase or reduction is to become effective. Such ordinance shall provide that the Grantee shall pay to the Grantor, no later than thirty (30) days after the end of the Grantee's first billing period and no later than 30 days after the end of each succeeding monthly billing of the Grantee during the term of this franchise, an amount which when added to the amount of all City licenses, excise fees or charges (except ad valorem property taxes and non-ad valorem special assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending thirty (30) days prior to each such payment will equal five (5%) percent (or such lesser percentage as the Grantor may elect) of the Grantee's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending thirty (30) days prior to each such payment, and in no event shall the Grantee's payment for the rights and privileges granted herein exceed five (5%) percent, or such percent of such revenues as specified by the Grantor in the exercise of its option, for any monthly billing period of the Grantee. In no event may the Grantor increase the amount by more than one (1%) percent from the percentage then being collected in any given year. The Grantor shall have the option to reduce the amount to be paid by the Grantee to zero, but in no event shall the Grantor have the option to increase the percentage used to calculate the amount to be paid by the Grantee as consideration for this franchise to any percentage which is greater than five (5%) percent. The Grantor's option hereunder shall be limited solely to the percentage to be used in the calculation of the amount to be paid by the Grantee as consideration for this franchise and as specifically set forth in this subsection, and no other section or provision of this franchise ordinance may be altered, amended or affected by the Grantor without the concurrence of the Grantee. Nothing herein shall require the Grantor to exercise its option hereunder.

Section 5(d): Grantor hereby exercises its option set forth in Section 5(c) to increase the amount to be paid by Grantee as consideration for this franchise. Subject to the limitations and other provisions specified in Section 5(c), Grantee shall, commencing on December 1, 2016 and ending on December 31, 2022, to increase its payment to Grantor to four (4%) percent of the Grantee's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending thirty (30) days prior to each payment. After December 31, 2022, the Grantee shall pay to the Grantor an amount equal to three (3%) percent of the Grantee's billed revenues, as specified in Section 5(a).

Section 2. All other terms of Ordinance No. 00-08 remain the same.

Section 3. The effective date of this ordinance shall be thirty (30) days from its adoption date, with the fee to go into effect December 1, 2016

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of August, 2016.

AUTHENTICATION:

Pete Simmons
Mayor

Debra Filipek
City Clerk

APPROVED AS TO FORM: ______________________
City Attorney

Vote:

DeWitt	Aye	Quaremba	Aye
Forbes	Aye	Simmons	Nay
Gibson	Nay	Slachta	Aye
O'Flinn	Aye		

Date filed with City Clerk: 8/18/16

CITY OF BONITA SPRINGS

ORDINANCE NO. 22-07

AN ORDINANCE OF THE CITY OF BONITA SPRINGS; EXTENDING THE ELECTRIC UTILITY FRANCHISE FOR FLORIDA POWER AND LIGHT COMPANY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bonita Springs ("City" or "Grantor") recognizes that the citizens of the City need and desire the benefits of electric service; and

WHEREAS, Florida Power & Light Company ("FPL" or "Grantee") is a public utility which has the demonstrated ability to supply such services; and

WHEREAS, FPL and the City entered into a franchise agreement through Bonita Springs Ordinance No. 00-08, providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions; and

WHEREAS, the City previously adopted Ordinance No. 16-15 amending the franchise agreement and raising the City's consideration from 3% to 4% until December 31, 2022; and

WHEREAS, Bonita Springs City Council has elected to extend the current rate structure as set forth in in Section 5 (d) of the franchise agreement.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Section 5 of Ordinance No. 00-08, as amended by Ordinance No. 16-15, is hereby further amended as set forth below, with deleted text identified with ~~strike through~~ and additional text identified with underlining.

Section 5(d): ~~Grantor hereby exercises its option set forth in Section 5(c) to increase the amount to be paid by Grantee as consideration for this franchise.~~ Subject to the limitations and other provisions specified in Section 5(c), Grantee shall, commencing on ~~December 1, 2016 and ending on~~ December 31, 2022, ~~increase~~<u>continue</u> its payment to Grantor ~~to~~<u>of</u> four (4%) percent of the Grantee's billed revenues, less actual write-offs, from the sale of electricity to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period ending thirty (30) days prior to each payment. ~~After December 31, 2022, the Grantee shall pay to the Grantor an amount equal to three (3%) percent of the Grantee's billed revenues, as specified in Section 5(a).~~

<u>Section 2.</u> All other terms of Ordinance No. 00-08, as amend by Ordinance No. 16-15, remain the same.

<u>Section 3.</u> The effective date of this Ordinance immediately upon its adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of August, 2022.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: ______________________

City Attorney

Vote:

Carr Aye	Gibson Nay
Purdon Nay	Quaremba Aye
Forbes Aye	Steinmeyer Nay
Corrie Aye	

Date filed with City Clerk: 8/17/2022

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 25-08-195
August 20, 2025

ITEM TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, RECOGNIZING THE ENACTMENT OF SENATE BILL 180 BY THE FLORIDA LEGISLATURE AND AFFIRMING THAT THE CITY SHALL NOT ENFORCE BUILDING PERMITTING REQUIREMENTS USING HISTORICAL VALUATION (LOOKBACK).

REQUESTOR: Derek Rooney, City Attorney

AGENDA SECTION: City Attorney Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

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BACKGROUND:

At the City Council meeting on July 16, 2025, Council Member Corrie led a discussion under Agenda Item 10D, pertaining to Florida Senate Bill 180 which was signed into law by Governor DeSantis, and potential revisions to Bonita Springs Code of Ordinances 24-Flood Hazzard Reduction.

The discussion concluded with Council, agreeing by consensus to direct the City Attorney to draft a resolution indicating the City's intent to immediately adhere to Senate Bill 180 in relation to land development regulations.

RECOMMENDATION: Approve Resolution

ATTACHMENTS:

1. draft Resolution

REVIEWERS:

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, RECOGNIZING THE ENACTMENT OF SENATE BILL 180 BY THE FLORIDA LEGISLATURE AND AFFIRMING THAT THE CITY SHALL NOT ENFORCE BUILDING PERMITTING REQUIREMENTS USING HISTORICAL VALUATION (LOOKBACK) PRACTICES THAT ARE PROHIBITED UNDER STATE LAW; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

CITY OF BONITA SPRINGS
RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, RECOGNIZING THE ENACTMENT OF SENATE BILL 180 BY THE FLORIDA LEGISLATURE AND AFFIRMING THAT THE CITY SHALL NOT ENFORCE BUILDING PERMITTING REQUIREMENTS USING HISTORICAL VALUATION (LOOKBACK) PRACTICES THAT ARE PROHIBITED UNDER STATE LAW; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted Senate Bill 180 ("SB 180"), adopted as Chapter 2025-190, Laws of Florida, during the 2025 legislative session, and it was signed into law by the Governor with an effective date of July 1, 2025; and

WHEREAS, SB 180 amends provisions of Chapter 553, Florida Statutes, to prohibit local governments from enforcing building permitting policies based on historical valuation of previous improvements to a structure (commonly referred to as "lookback" provisions); and

WHEREAS, many of these structures need immediate demolition or repairs in order to remediate and mitigate the storm damage; and

WHEREAS, the City of Bonita Springs acknowledges its obligation to conform to all general laws of the State of Florida and wishes to make clear its compliance with SB 180 through this formal resolution; and

WHEREAS, SB 180 amends Section 163.2514, Florida Statutes, expressly preempting any municipal regulation or practice that uses cumulative or historical construction value, defined as "cumulative substantial improvement period", in the determination of whether building permits are subject to additional review; and

WHEREAS, cumulative substantial improvement period means the period during which an aggregate of improvements or repairs are considered for purposes of determining substantial improvement as defined in Section 161.54(12), Florida Statute; and

WHEREAS, "substantial improvement" means any repair, reconstruction, rehabilitation, or improvement of a structure when the actual cost of the improvement or repair equals or exceeds fifty percent of the pre-damage market value; and

WHEREAS, the City Council of the City of Bonita Springs, Florida, finds that this resolution serves a valid public purpose and is in the best interest of the residents and property owners of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonita Springs, Lee County, Florida in order to protect the health and safety of City, hereby puts the following emergency measure(s) in place:

Section 1. Adoption of Findings. The foregoing recitals are true and correct and are hereby adopted as findings of the City Council.

Section 2. The City shall not adopt, enforce, or rely upon any permitting policy or practice that considers the cumulative value of prior improvements (commonly referred to as "lookback" valuation) in determining whether permitting thresholds have been met or exceeded, in accordance with SB 180, as enacted by the Florida Legislature.

Section 3. The City's Building Department is directed to review and update its permitting guidelines, forms, and administrative procedures to ensure full compliance with SB 180 and the prohibition on lookback valuation. Staff are further directed to cease any enforcement of lookback-based calculations for permit valuation purposes in conflict with SB 180.

Section 4. Severability. If any section, subsection, sentence, clause, or provision of this resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 20th day of August, 2025.

AUTHENTICATION:

____________________________ ____________________________

Mayor City Clerk

APPROVED AS TO FORM: ____________________________

City Attorney

Date filed with City Clerk: ____________________________

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-08-193
August 20, 2025

ITEM TITLE: Presentation of the June Financial Report and discussion of fiscal year 2025-2026 budget.

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

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

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BACKGROUND:

Staff will be providing a brief presentation on the attached fiscal year to date financial report for June 30, 2025. This report is for nine months of operations in the 2024-2025 fiscal year.

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

STAFF RECOMMENDATION: Receive presentation and report.

ATTACHMENTS:

1. Presentation
2. Financial Report

REVIEWERS:

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

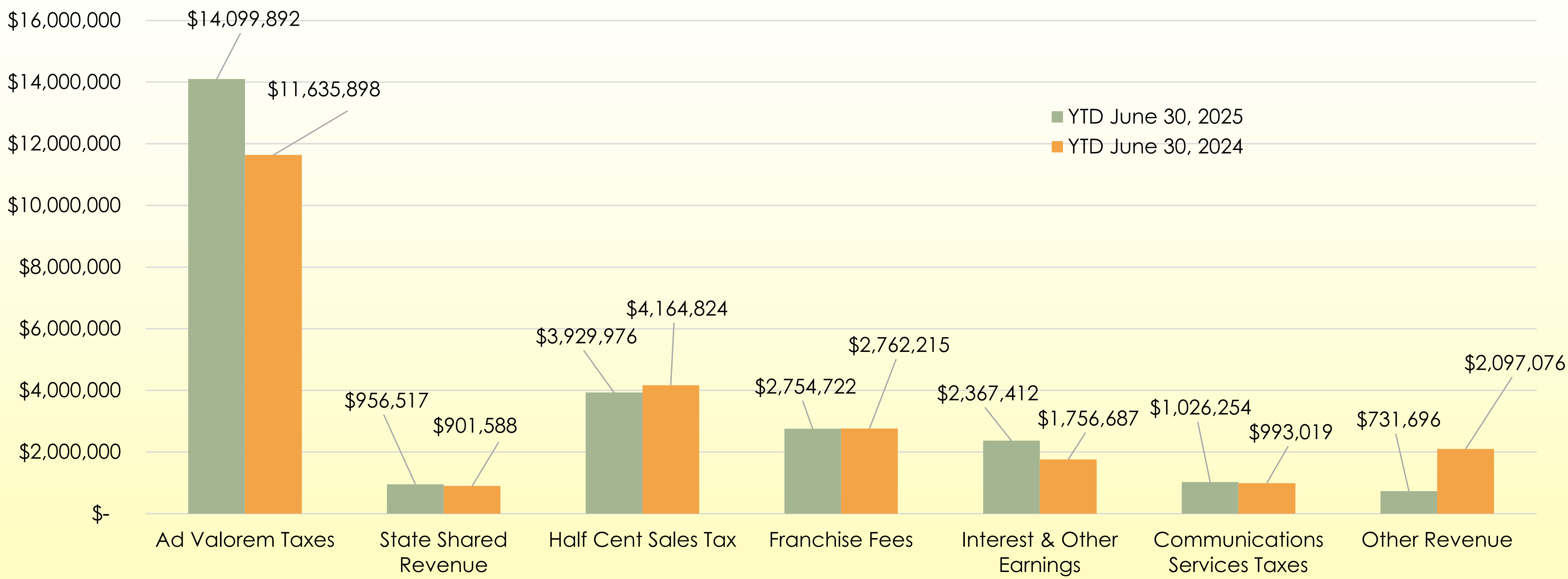
June Financial Report & Budget Discussions

1

Small Town Charm.
Big Bright Future.

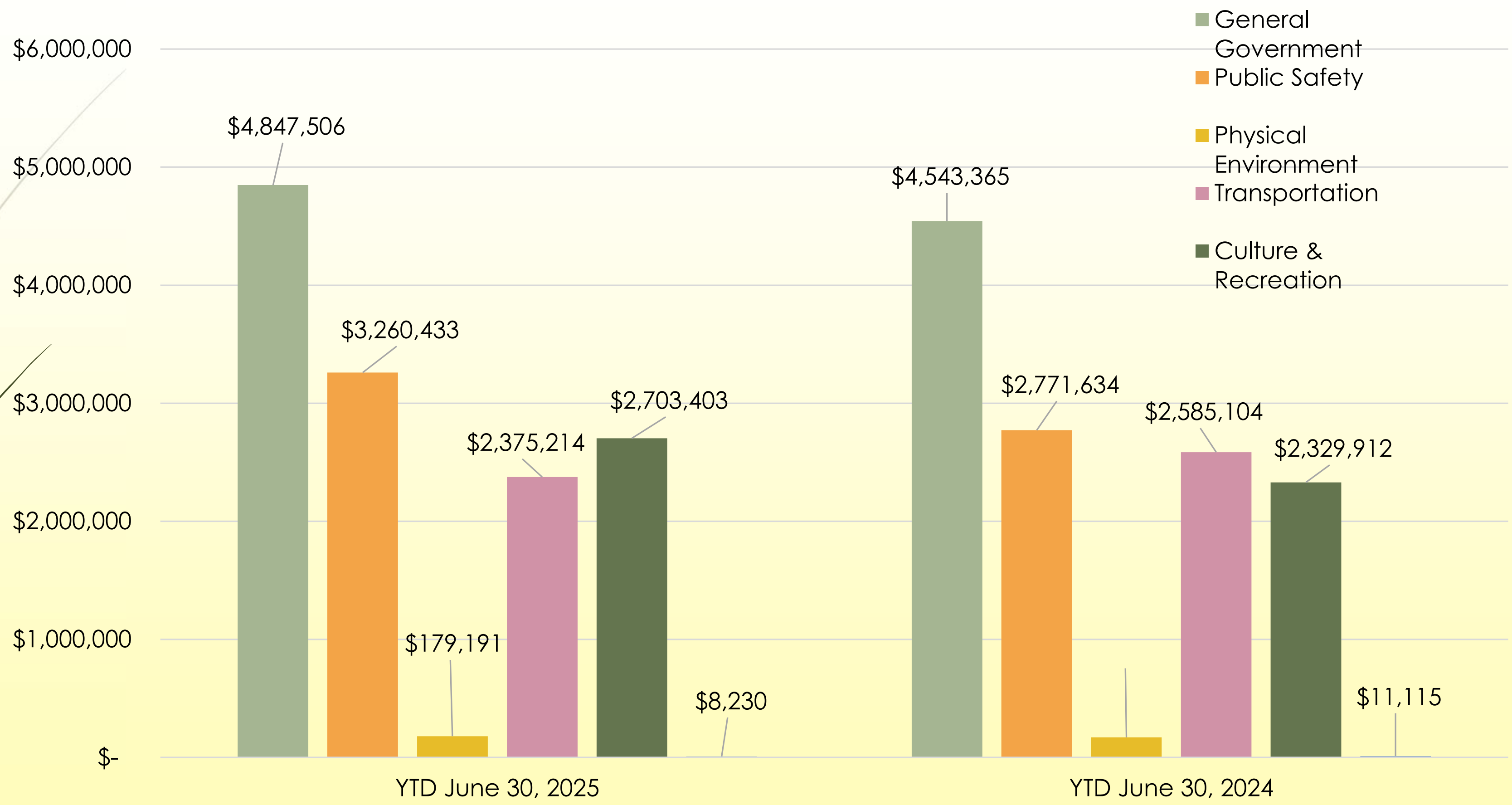
Presented 8/20/25

General Fund Revenue

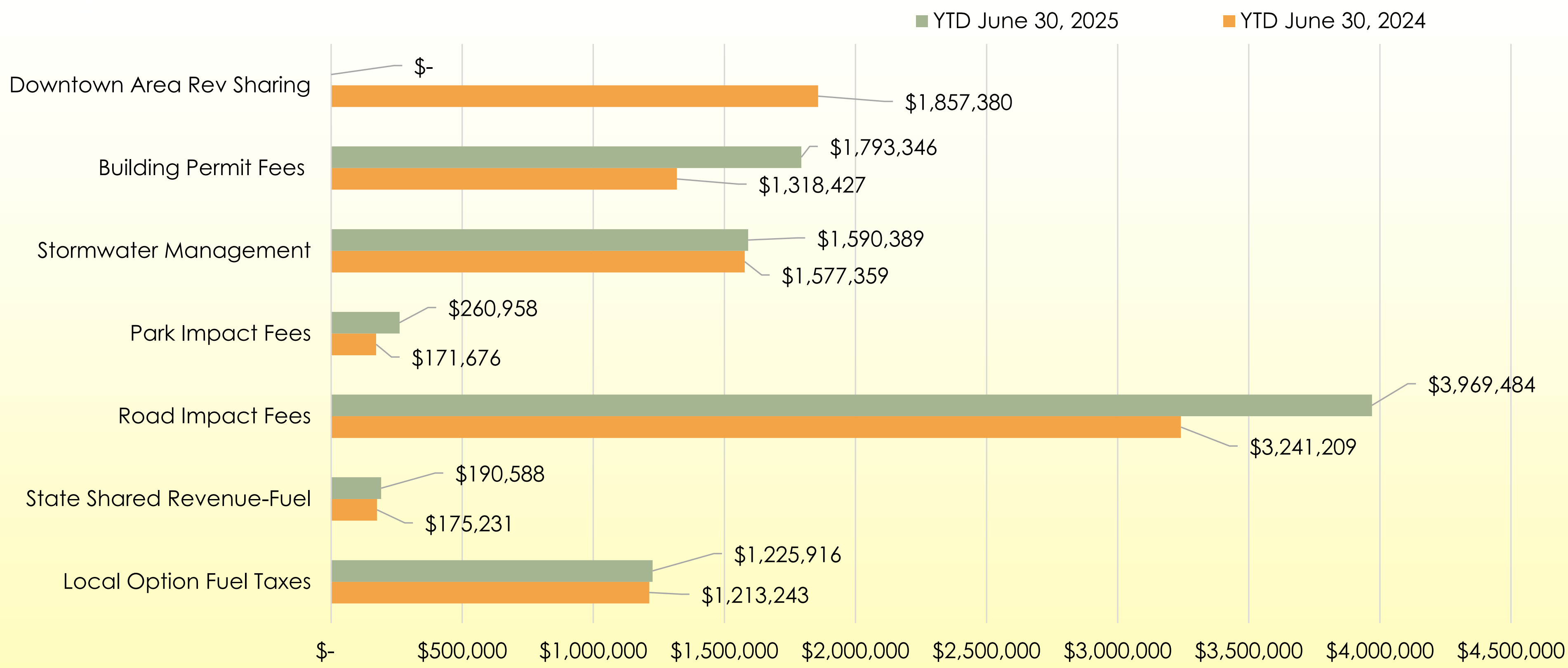


Presented 8/20/25

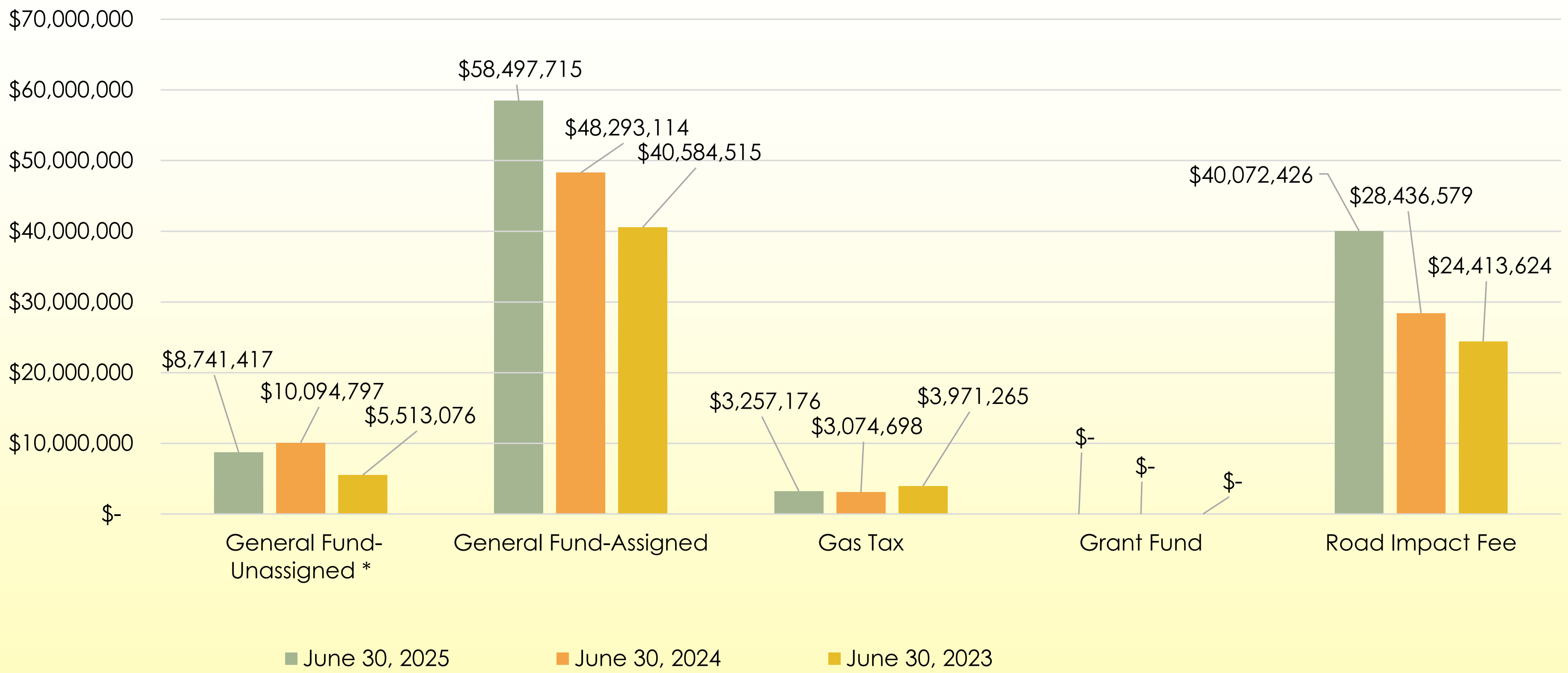
General Fund Expenditures



Restricted Revenue



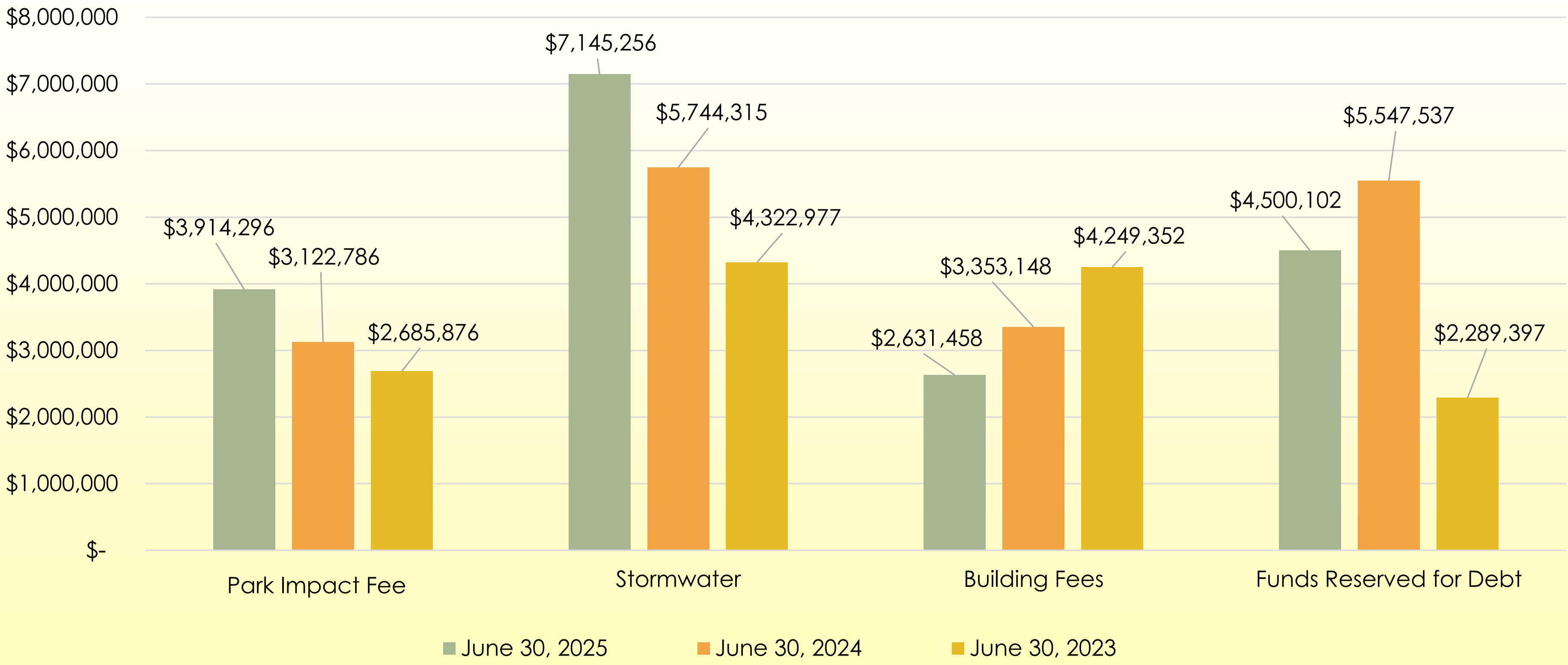
Cash Balances



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

Presented 8/20/25

Cash Balances



Presented 8/20/25

Thank you…

City Council discussion and direction to Staff.

City of Bonita Springs, Florida
Balance Sheet

As of June 30, 2025

		Special Revenue Funds									
				Impact Fee Funds							
	General Fund	Gas Tax	Grants	Road	Park	Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	Total Governmental Funds
ASSETS											
Cash and cash equivalents	$ 67,239,132	$ 3,257,176	$ -	$ 40,072,426	$ 3,914,296	$ 7,145,256	$ 2,631,458	$ 2,459,981	$ 2,000,000	$ 40,121	$ 128,759,846
Receivables (net)	403,324	-	-	-	-	-	-	-	-	-	403,324
Due from other govt	-	-	542,622	-	-	-	-	-	-	-	542,622
Due from other funds	3,020,365	-	-	-	-	-	-	-	-	-	3,020,365
Total assets	$ 70,662,821	$ 3,257,176	$ 542,622	$ 40,072,426	$ 3,914,296	$ 7,145,256	$ 2,631,458	$ 2,459,981	$ 2,000,000	$ 40,121	$ 132,726,157
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	$ 31,921	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,921
Accrued liabilities	6,050,312	-	-	-	-	-	-	-	-	-	6,050,312
Due to other funds	-	-	3,020,365	-	-	-	-	-	-	-	3,020,365
Due to other governments	75,292	-	-	270,244	-	-	-	-	-	-	345,536
Unearned Revenue	5,121	-	122,083	-	-	-	-	-	-	-	127,204
Total liabilities	6,162,646	-	3,142,448	270,244	-	-	-	-	-	-	9,575,338
Total fund balances, beginning of the year	55,065,181	3,108,792	(1,842,949)	35,777,833	3,689,301	5,728,028	3,252,714	3,473,759	2,000,000	4,167	110,256,826
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	9,434,994	148,384	(756,877)	4,024,349	224,995	1,417,228	(621,256)	(1,013,778)	- -	35,954	12,893,993
Fund balances	64,500,175	3,257,176	(2,599,826)	39,802,182	3,914,296	7,145,256	2,631,458	2,459,981	2,000,000	40,121	123,150,819
Total liabilities and fund balances	$ 70,662,821	$ 3,257,176	$ 542,622	$ 40,072,426	$ 3,914,296	$ 7,145,256	$ 2,631,458	$ 2,459,981	$ 2,000,000	$ 40,121	$ 132,726,157

General Fund Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	13,439,500.00	13,439,500.00	83,310.17	14,099,891.70	-660,391.70
315 - Communications Services Taxes	1,340,000.00	1,340,000.00	123,628.35	1,026,253.91	313,746.09
316 - Local Business Taxes	30,000.00	30,000.00	284.07	9,503.05	20,496.95
323 - Franchise Fees	3,948,200.00	3,948,200.00	351,123.14	2,754,722.42	1,193,477.58
329 - Other Permits, Fees & Special Assessment	46,100.00	46,100.00	14,395.00	71,560.00	-25,460.00
335 - State Shared Revenue	7,483,034.00	7,483,034.00	606,473.37	4,886,493.21	2,596,540.79
341 - General Government	280,000.00	280,000.00	61,467.38	281,023.97	-1,023.97
343 - Physical Environment	112,200.00	112,200.00	8,800.00	82,100.00	30,100.00
347 - Culture/Recreation	95,300.00	95,300.00	7,266.41	83,181.74	12,118.26
349 - Other Charges for Services	80,700.00	80,700.00	5,845.43	46,427.93	34,272.07
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	5,824.03	47,225.53	-24,825.53
354 - Fines Local Ordinance	120,000.00	120,000.00	7,913.60	32,727.22	87,272.78
361 - Interest & Other Earnings	1,500,000.00	1,500,000.00	314,962.42	2,367,411.93	-867,411.93
362 - Rents & Royalties	65,000.00	65,000.00	2,975.00	60,739.03	4,260.97
366 - Contributions	0.00	0.00	0.00	960.00	-960.00
369 - Other Misc Revenues	8,000.00	8,000.00	5,953.89	16,247.33	-8,247.33
Revenue Total:	**28,570,434.00**	**28,570,434.00**	**1,600,222.26**	**25,866,468.97**	**2,703,965.03**
Expense					
51 - General Government	8,089,841.00	8,205,470.00	529,298.08	4,847,505.98	3,357,964.02
52 - Public Safety	4,824,968.00	4,824,968.00	115,444.57	3,260,433.34	1,564,534.66
53 - Physical Environment	459,034.00	459,034.00	12,131.97	179,191.44	279,842.56
54 - Transportation	4,422,527.44	4,500,106.44	297,798.00	2,375,214.07	2,124,892.37
55 - Economic Environment	28,100.00	28,100.00	0.00	0.00	28,100.00
56 - Human Services	136,410.00	136,410.00	890.00	8,230.00	128,180.00
57 - Culture & Recreation	4,435,516.00	4,608,225.00	342,248.18	2,703,403.02	1,904,821.98
58 - Other Uses/Transfers Out	13,840,678.00	45,074,932.00	1,664,020.04	3,057,497.13	42,017,434.87
Expense Total:	**36,237,074.44**	**67,837,245.44**	**2,961,830.84**	**16,431,474.98**	**51,405,770.46**
Fund: 00 - General Fund Surplus (Deficit):	**-7,666,640.44**	**-39,266,811.44**	**-1,361,608.58**	**9,434,993.99**	**-48,701,805.43**
Total Surplus (Deficit):	**-7,666,640.44**	**-39,266,811.44**	**-1,361,608.58**	**9,434,993.99**	

General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	428,100.00	428,100.00	32,217.54	317,092.42	111,007.58
102 - Boards & Committees	96,000.00	96,000.00	0.00	2,535.00	93,465.00
201 - City Manager	510,950.00	510,950.00	42,921.08	376,162.68	134,787.32
211 - Planning & Zoning	2,121,000.00	2,121,000.00	161,288.26	1,438,904.75	682,095.25
220 - Law Enforcement/Security	3,306,920.00	3,306,920.00	4,162.00	2,299,094.44	1,007,825.56
230 - Neighborhood Services	1,424,048.00	1,424,048.00	109,320.10	923,780.47	500,267.53
240 - Information Technologies	445,450.00	445,450.00	31,354.87	249,092.23	196,357.77
250 - Public Works	4,828,161.44	4,905,740.44	309,929.97	2,547,829.90	2,357,910.54
260 - Emergency Management	94,000.00	94,000.00	1,962.47	37,558.43	56,441.57
270 - Non-Departmental Expenditures	881,700.00	881,700.00	14,397.23	299,216.97	582,483.03
301 - City Attorney	633,000.00	633,000.00	2,310.00	237,741.91	395,258.09
401 - Adminstrative Services	937,110.00	943,561.00	50,190.03	465,816.49	477,744.51
402 - City Hall	330,930.00	330,930.00	21,908.82	197,792.23	133,137.77
410 - Human Resources	75,700.00	75,700.00	3,650.70	25,359.90	50,340.10
430 - Communications	1,637,351.00	1,637,351.00	124,798.00	1,092,065.59	545,285.41
501 - Finance	1,071,450.00	1,180,628.00	105,878.27	754,672.89	425,955.11
601 - Parks & Recreation Adminstration	949,494.00	969,494.00	65,865.73	583,133.55	386,360.45
602 - Receation Center	558,592.00	573,088.00	42,459.15	346,477.67	226,610.33
603 - Community Park & Ball Fields	261,793.00	265,675.00	15,525.41	148,096.19	117,578.81
604 - Community Pool	649,819.00	703,030.00	64,137.29	450,148.46	252,881.54
605 - Riverside Park	295,440.00	327,429.00	54,455.82	189,194.27	138,234.73
606 - Park Maintenance	4,100.00	4,100.00	-43.55	1,866.19	2,233.81
609 - Formerly Community Hall/Sherriff Substation	18,171.00	18,171.00	225.97	4,901.18	13,269.82
610 - Dog Park	107,878.00	107,878.00	4,515.08	32,424.96	75,453.04
611 - Beach Parks	31,152.00	46,152.00	18.18	4,112.96	42,039.04
612 - Hickory Blvd. North ROW	10,000.00	10,000.00	0.00	0.00	10,000.00
613 - BS Soccer Complex	146,815.00	146,815.00	16,745.20	78,999.91	67,815.09
614 - Kentucky Street Park	4,500.00	4,500.00	0.00	0.00	4,500.00
615 - Liles Hotel	94,255.00	99,255.00	4,700.60	53,343.33	45,911.67
617 - Bonita Nature Place	63,953.00	63,953.00	1,011.97	22,516.28	41,436.72
618 - Windsor Road Preserve	7,995.00	7,995.00	27.20	5,335.41	2,659.59
620 - Marni Fields	123,941.00	123,941.00	9,513.21	70,203.43	53,737.57
621 - BS River Park	52,978.00	57,259.00	-336.57	26,655.75	30,603.25
622 - Cullum's Bonita Trail	20,300.00	20,300.00	0.00	11,077.19	9,222.81
623 - Carpenter Lane Canoe & Kayak	1,289.00	1,289.00	-8.16	358.56	930.44
624 - Leitner Creek Neighborhood Park	14,053.00	38,903.00	-123.38	5,800.70	33,102.30
626 - Oak Creek Preserve	6,000.00	6,000.00	0.00	1,725.00	4,275.00
629 - Oak Creek Kayak Launch	5,000.00	5,000.00	0.00	0.00	5,000.00
631 - Former Library Building	146,508.00	146,508.00	2,729.81	72,410.56	74,097.44
883 - Veterans	500.00	500.00	102.50	480.00	20.00
Fund: 00 - General Fund Total:	**22,396,396.44**	**22,762,313.44**	**1,297,810.80**	**13,373,977.85**	**9,388,335.59**
Total Surplus (Deficit):	**-22,396,396.44**	**-22,762,313.44**	**-1,297,810.80**	**-13,373,977.85**	

Special Revenue Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,772,200.00	1,772,200.00	166,818.98	1,225,916.34	546,283.66
335 - State Shared Revenue	291,200.00	291,200.00	20,989.21	190,587.91	100,612.09
361 - Interest & Other Earnings	82,000.00	82,000.00	6,098.02	65,192.08	16,807.92
Revenue Total:	**2,145,400.00**	**2,145,400.00**	**193,906.21**	**1,481,696.33**	**663,703.67**
Expense					
54 - Transportation	1,304,138.08	1,304,138.08	145,092.28	1,035,015.50	269,122.58
58 - Other Uses/Transfers Out	428,990.00	2,875,305.00	1,300.00	298,297.27	2,577,007.73
Expense Total:	**1,733,128.08**	**4,179,443.08**	**146,392.28**	**1,333,312.77**	**2,846,130.31**
Fund: 10 - Gas Tax Fund Surplus (Deficit):	**412,271.92**	**-2,034,043.08**	**47,513.93**	**148,383.56**	**-2,182,426.64**
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	0.00	27,565,831.00	43,866.65	2,949,977.91	24,615,853.09
334 - State Grants	1,311,750.00	18,683,505.50	0.00	167,038.18	18,516,467.32
337 - Local Gvmt Grants	40,000.00	40,000.00	0.00	13,257.50	26,742.50
381 - Transfers In	40,000.00	40,000.00	0.00	0.00	40,000.00
Revenue Total:	**1,391,750.00**	**46,329,336.50**	**43,866.65**	**3,130,273.59**	**43,199,062.91**
Expense					
52 - Public Safety	80,000.00	80,000.00	72,427.15	768,778.60	-688,778.60
57 - Culture & Recreation	0.00	9,639.00	0.00	0.00	9,639.00
58 - Other Uses/Transfers Out	1,311,750.00	46,239,697.50	111,721.40	3,118,371.65	43,121,325.85
Expense Total:	**1,391,750.00**	**46,329,336.50**	**184,148.55**	**3,887,150.25**	**42,442,186.25**
Fund: 13 - Grant Fund Surplus (Deficit):	**0.00**	**0.00**	**-140,281.90**	**-756,876.66**	**756,876.66**
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,650,000.00	2,650,000.00	1,286,356.16	3,969,484.46	-1,319,484.46
361 - Interest & Other Earnings	1,000,000.00	1,000,000.00	89,965.02	830,595.08	169,404.92
Revenue Total:	**3,650,000.00**	**3,650,000.00**	**1,376,321.18**	**4,800,079.54**	**-1,150,079.54**
Expense					
58 - Other Uses/Transfers Out	3,299,667.00	28,202,108.00	30,513.70	775,730.31	27,426,377.69
Expense Total:	**3,299,667.00**	**28,202,108.00**	**30,513.70**	**775,730.31**	**27,426,377.69**
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	**350,333.00**	**-24,552,108.00**	**1,345,807.48**	**4,024,349.23**	**-28,576,457.23**
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	210,000.00	210,000.00	91,872.00	260,958.00	-50,958.00
361 - Interest & Other Earnings	100,000.00	100,000.00	6,982.02	73,254.08	26,745.92
Revenue Total:	**310,000.00**	**310,000.00**	**98,854.02**	**334,212.08**	**-24,212.08**
Expense					
58 - Other Uses/Transfers Out	0.00	5,014,166.00	56,008.25	109,217.50	4,904,948.50
Expense Total:	**0.00**	**5,014,166.00**	**56,008.25**	**109,217.50**	**4,904,948.50**
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	**310,000.00**	**-4,704,166.00**	**42,845.77**	**224,994.58**	**-4,929,160.58**
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,590,000.00	1,590,000.00	8,218.68	1,590,389.27	-389.27
361 - Interest & Other Earnings	50,000.00	50,000.00	11,345.02	113,080.38	-63,080.38
Revenue Total:	**1,640,000.00**	**1,640,000.00**	**19,563.70**	**1,703,469.65**	**-63,469.65**
Expense					
53 - Physical Environment	746,047.96	746,047.96	36,752.12	286,241.28	459,806.68

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
58 - Other Uses/Transfers Out	700,000.00	4,200,000.00	0.00	0.00	4,200,000.00
Expense Total:	**1,446,047.96**	**4,946,047.96**	**36,752.12**	**286,241.28**	**4,659,806.68**
Fund: 18 - Stormwater Management Surplus (Deficit):	**193,952.04**	**-3,306,047.96**	**-17,188.42**	**1,417,228.37**	**-4,723,276.33**
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,000,000.00	2,000,000.00	476,709.15	1,793,345.60	206,654.40
361 - Interest & Other Earnings	10,000.00	10,000.00	7,056.01	73,929.81	-63,929.81
Revenue Total:	**2,010,000.00**	**2,010,000.00**	**483,765.16**	**1,867,275.41**	**142,724.59**
Expense					
52 - Public Safety	2,979,500.00	2,979,500.00	269,376.64	2,439,728.92	539,771.08
58 - Other Uses/Transfers Out	0.00	642,795.00	0.00	48,802.34	593,992.66
Expense Total:	**2,979,500.00**	**3,622,295.00**	**269,376.64**	**2,488,531.26**	**1,133,763.74**
Fund: 19 - Building Fees Fund Surplus (Deficit):	**-969,500.00**	**-1,612,295.00**	**214,388.52**	**-621,255.85**	**-991,039.15**
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	845,800.00	845,800.00	0.00	0.00	845,800.00
Revenue Total:	**845,800.00**	**845,800.00**	**0.00**	**0.00**	**845,800.00**
Expense					
58 - Other Uses/Transfers Out	1,073,644.00	1,073,644.00	0.00	1,013,778.00	59,866.00
Expense Total:	**1,073,644.00**	**1,073,644.00**	**0.00**	**1,013,778.00**	**59,866.00**
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	**-227,844.00**	**-227,844.00**	**0.00**	**-1,013,778.00**	**785,934.00**
Total Surplus (Deficit):	**69,212.96**	**-36,436,504.04**	**1,493,085.38**	**3,423,045.23**	

Debt Service Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

RevAccountType;ExpFinStmtLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Expense					
51 - General Government	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00
Expense Total:	**2,000,000.00**	**2,000,000.00**	**0.00**	**0.00**	**2,000,000.00**
Fund: 20 - 2011 Debt Fund Total:	**2,000,000.00**	**2,000,000.00**	**0.00**	**0.00**	**2,000,000.00**
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,073,644.00	1,073,644.00	0.00	1,013,778.00	59,866.00
Revenue Total:	**1,073,644.00**	**1,073,644.00**	**0.00**	**1,013,778.00**	**59,866.00**
Expense					
51 - General Government	1,073,644.00	1,073,644.00	0.00	1,013,778.00	59,866.00
Expense Total:	**1,073,644.00**	**1,073,644.00**	**0.00**	**1,013,778.00**	**59,866.00**
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 22 - 2020 Debt Fund					
Revenue					
381 - Transfers In	459,062.00	459,062.00	0.00	54,531.00	404,531.00
Revenue Total:	**459,062.00**	**459,062.00**	**0.00**	**54,531.00**	**404,531.00**
Expense					
51 - General Government	459,062.00	459,062.00	0.00	54,531.00	404,531.00
Expense Total:	**459,062.00**	**459,062.00**	**0.00**	**54,531.00**	**404,531.00**
Fund: 22 - 2020 Debt Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**-2,000,000.00**	**-2,000,000.00**	**0.00**	**0.00**	

Capital Project Funds Budget Report

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 06/30/2025

ExpFinStmtLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	1,367,625.00	2,867,625.00	8,333.34	35,953.03	2,831,671.97
381 - Transfers In	18,997,023.00	128,724,932.50	1,863,563.39	7,353,385.20	121,371,547.30
Revenue Total:	**20,364,648.00**	**131,592,557.50**	**1,871,896.73**	**7,389,338.23**	**124,203,219.27**
Expense					
51 - General Government	3,790,000.00	10,034,432.00	52,987.38	289,532.78	9,744,899.22
52 - Public Safety	400,000.00	400,000.00	0.00	0.00	400,000.00
53 - Physical Environment	5,007,000.00	51,824,503.50	1,448,895.67	4,095,473.17	47,729,030.33
54 - Transportation	5,778,657.00	54,624,527.00	73,510.28	2,422,765.73	52,201,761.27
57 - Culture & Recreation	5,388,991.00	14,709,095.00	288,170.06	545,613.02	14,163,481.98
Expense Total:	**20,364,648.00**	**131,592,557.50**	**1,863,563.39**	**7,353,384.70**	**124,239,172.80**
Fund: 30 - Cap Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**8,333.34**	**35,953.53**	**-35,953.53**
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	85,000.00	3,025,009.00	0.00	0.00	3,025,009.00
Revenue Total:	**85,000.00**	**3,025,009.00**	**0.00**	**0.00**	**3,025,009.00**
Expense					
55 - Economic Environment	0.00	78,381.00	0.00	0.00	78,381.00
57 - Culture & Recreation	85,000.00	2,946,628.00	0.00	0.00	2,946,628.00
Expense Total:	**85,000.00**	**3,025,009.00**	**0.00**	**0.00**	**3,025,009.00**
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Total Surplus (Deficit):	**0.00**	**0.00**	**8,333.34**	**35,953.53**	

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet 25-08-194
August 20, 2025

ITEM TITLE: Presentation of the Community Development Monthly Activity Report for July.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 5) Strengthen City Finances; 6) Government Transparency & Efficiency

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BACKGROUND: Transparency & Efficiency

John Dulmer, Director, Community Development Department, will provide the monthly business activity report for July, 2025.

STAFF RECOMMENDATION: Receive report.

ATTACHMENTS:

1. Community Development Monthly Activity Report – July 2025.

REVIEWERS:

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

Monthly Report

Community Development

Prepared for:

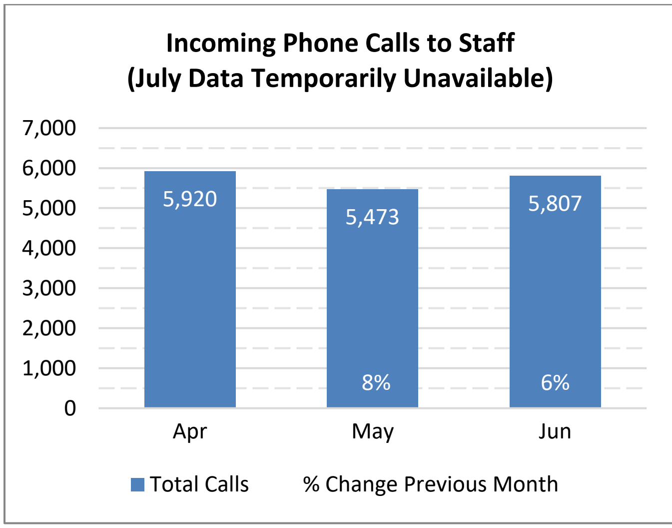
City of Bonita Springs Florida

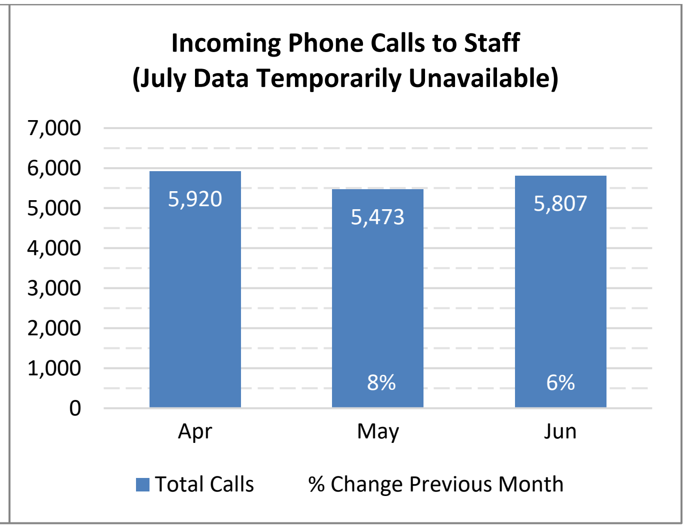
July 2025

Prepared by:

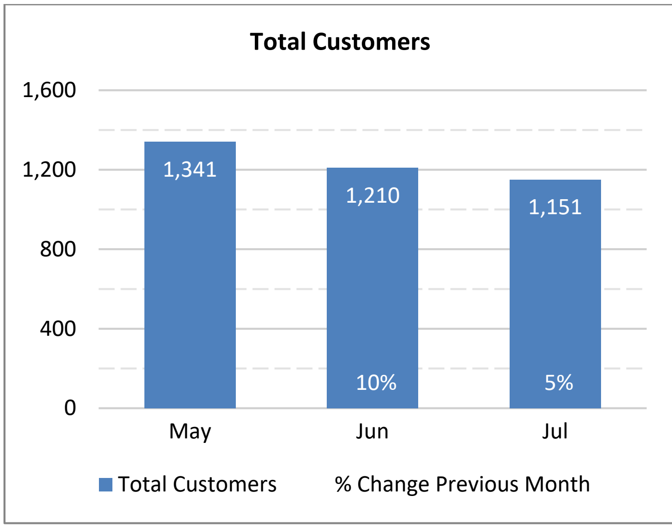
JACOBS

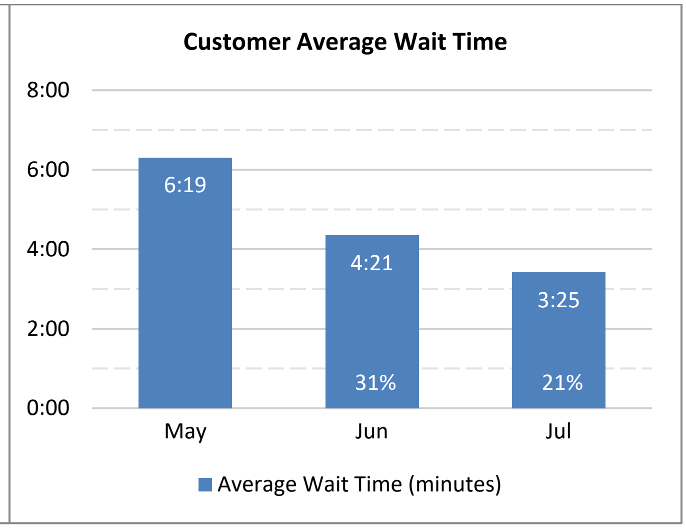
A. PHONE CALLS



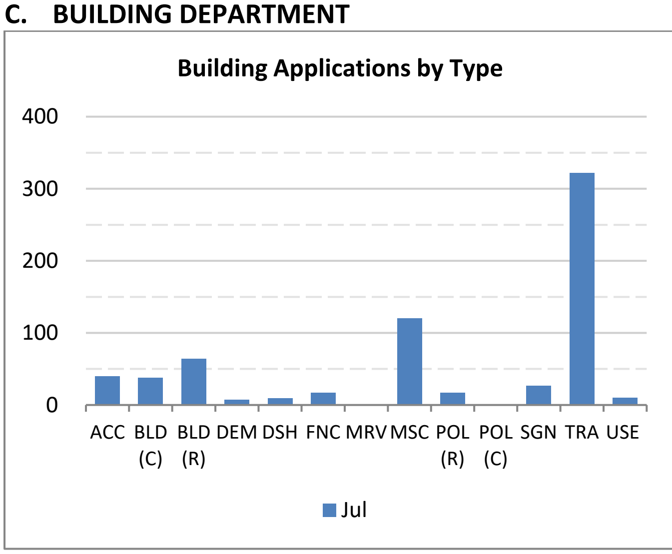


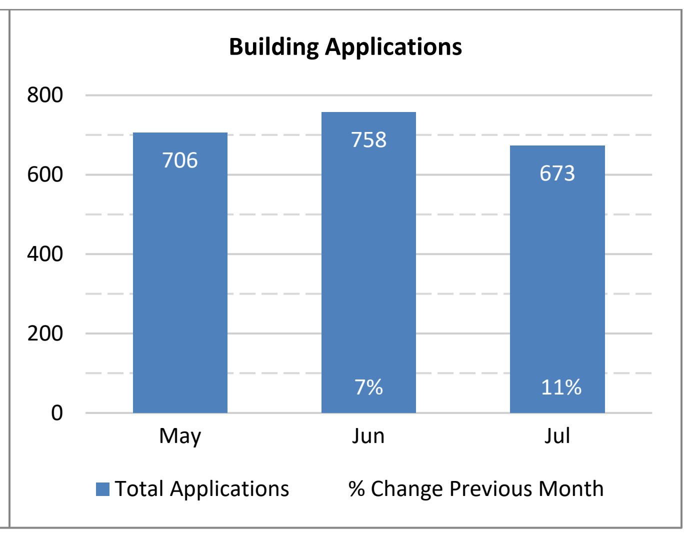
B. PERMITTING COUNTER





C. BUILDING DEPARTMENT





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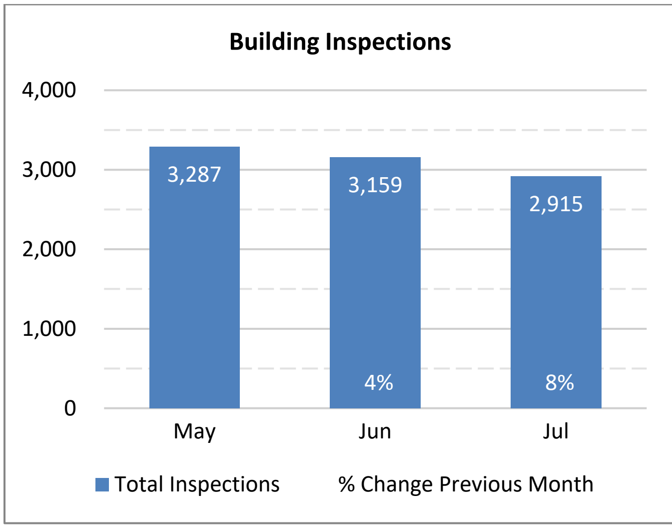
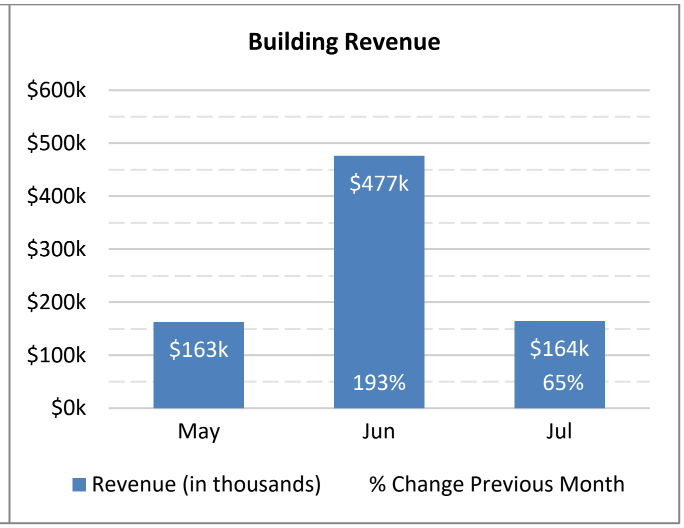
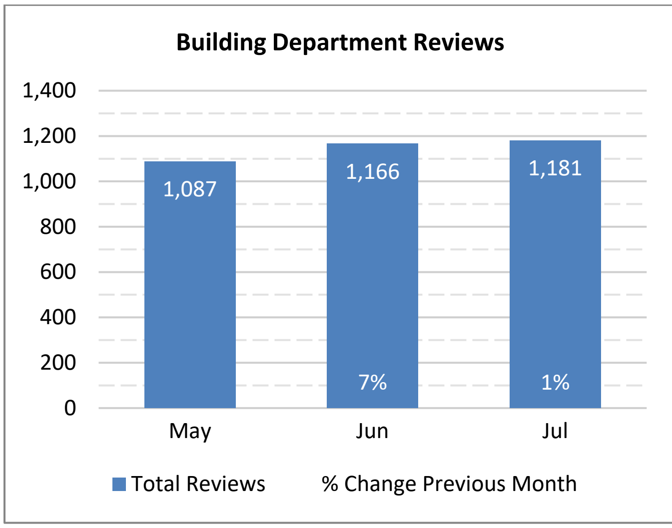
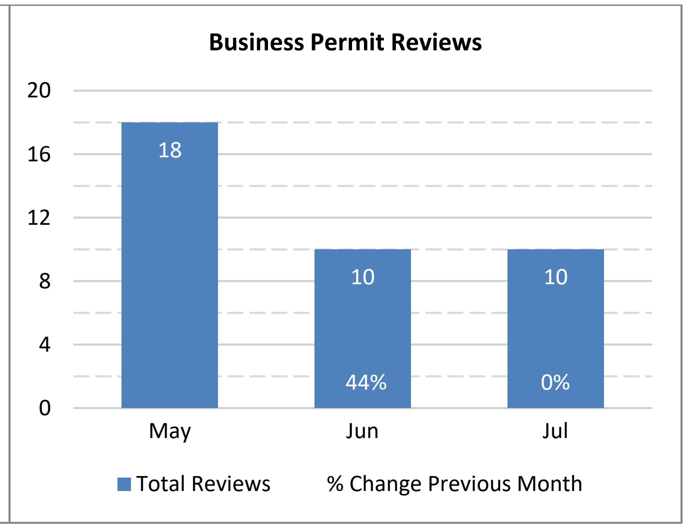
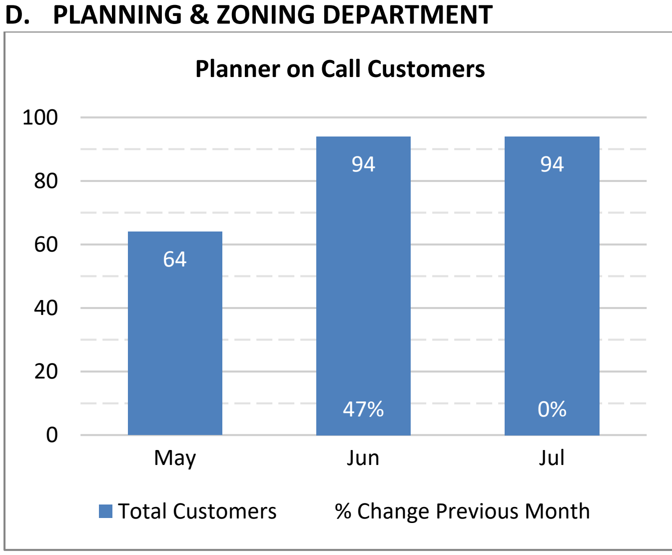


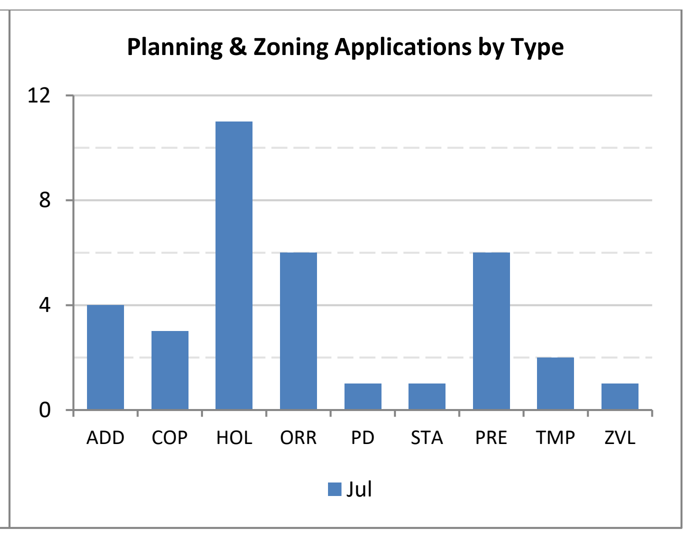






D. PLANNING & ZONING DEPARTMENT





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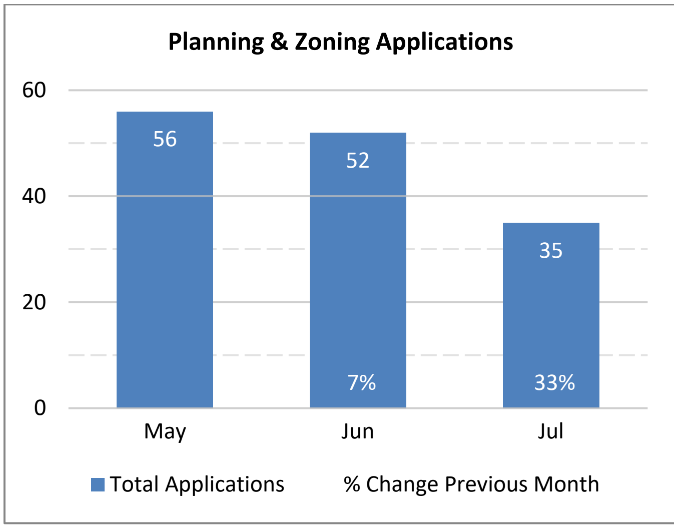
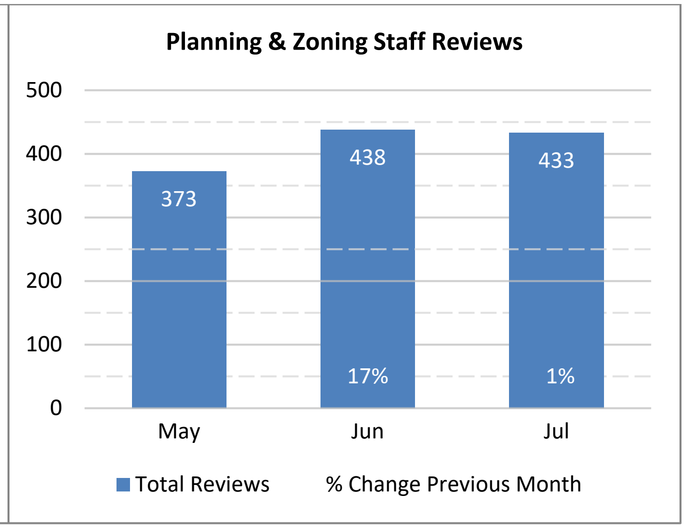
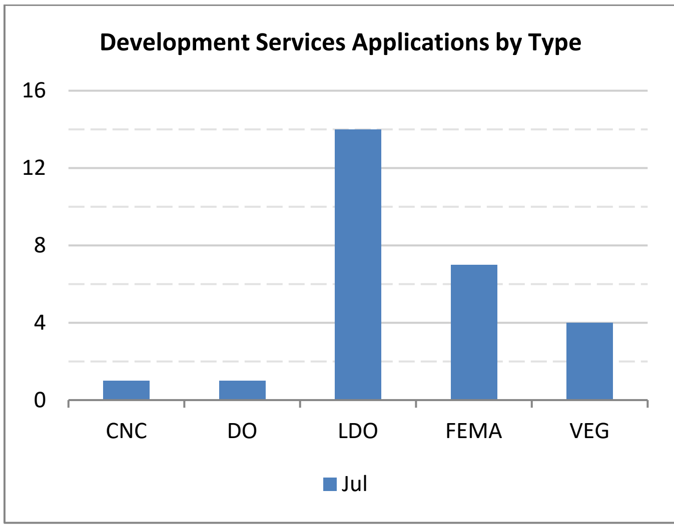
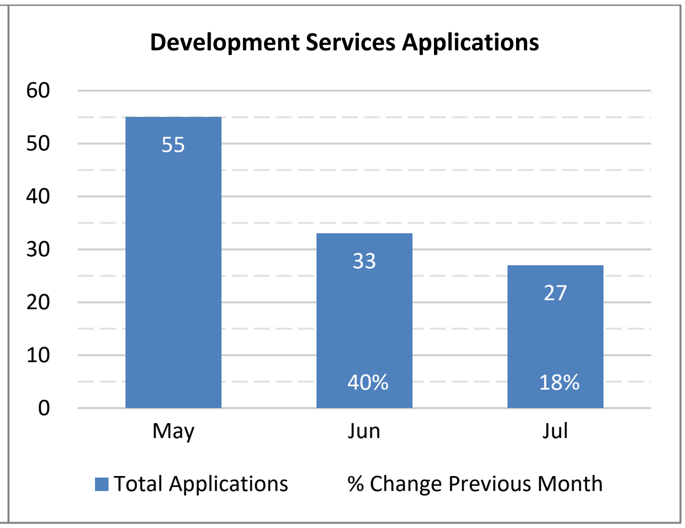
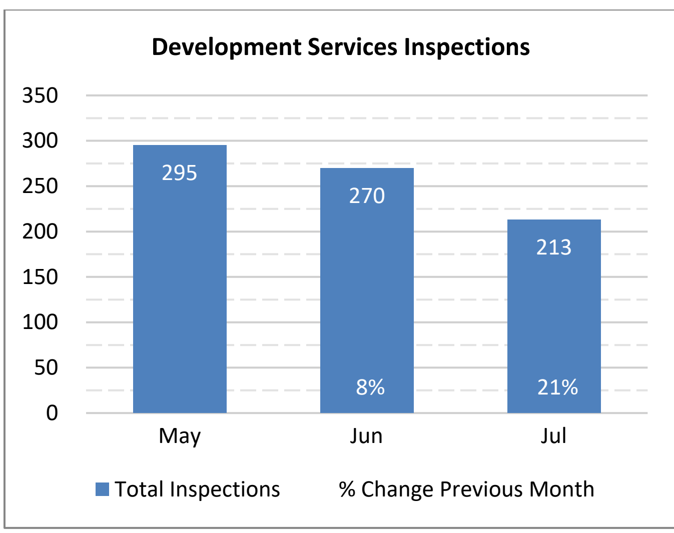


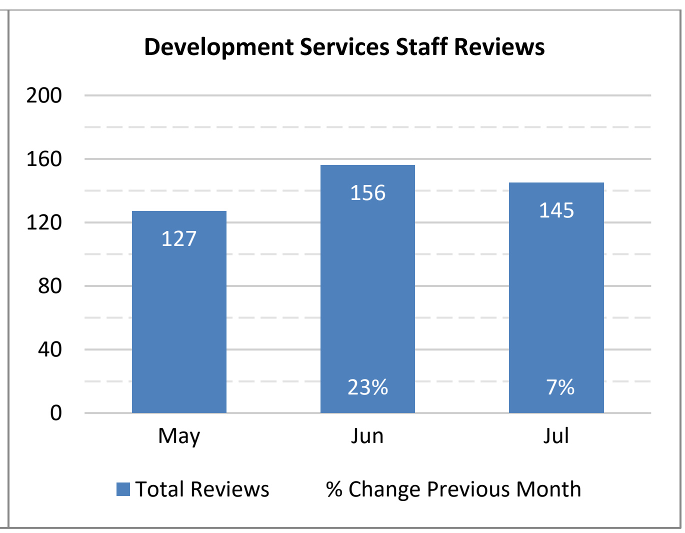


E. DEVELOPMENT SERVICES DEPARTMENT









CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 25-08-196
August 20, 2025

ITEM TITLE: Discussion regarding the City of Bonita Springs 2026 Legislative Priorities.

REQUESTOR: Arleen M. Hunter, City Manager and Matt Feeney, Assistant City Manager

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: #1 Improve Stormwater Management, #2 Transportation, #3 Community Aesthetics, #4 Environmental Protection, #5 Strengthen City Finances, #6 Strengthen Council Relations, #7 Government Transparency, #8 Economic Development

BACKGROUND:

In preparation for the annual Lee County Delegation Meeting that will be scheduled prior to session, staff and the City's lobbyist will coordinate in preparing a request for a general presentation prior to the scheduled Delegation Meeting. We anticipate the meeting will be scheduled in October 2025.

In anticipation of this meeting, staff wishes to begin discussions to seek Council's direction regarding the City's 2026 legislative priorities. The final adopted priorities will be utilized by the City's lobbyist, staff and Council while advocating for the City throughout the 2026 legislative session. The City's 2025 legislative priorities are provided as a reference for Council's discussion. This item will also be placed on the upcoming agenda prior to the final adoption.

STAFF RECOMMENDATION: Discussion regarding the City's 2026 legislative priorities and direction to staff.

ATTACHMENTS:

1. City of Bonita Springs 2025 Legislative Priorities

REVIEWERS:

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

City of Bonita Springs
2025 State Legislative Agenda

This document represents the 2025 Florida Legislative Agenda of the City of Bonita Springs City Council. While these priorities guide the City's advocacy efforts in Tallahassee, they are not exhaustive, and new issues may arise or evolve that will require the Council's attention.

These issues are not ranked in order of priority. Council members, staff, and contract lobbyists will pursue all legislative policies approved by the Council and will prioritize as appropriate according to opportunities that arise during the legislative process.

LEGISLATIVE PRIORITIES:

1. Improve Stormwater Management/Hurricane Ian, Helene, Milton, or future active storm events for Recovery and Resiliency:

    a. SUPPORT legislation and policy that encourages and promotes the City's recovery from Hurricane Ian, Helene, Milton, or future active storm events by providing increased funding, technical assistance, economic development opportunities, and projects in furtherance of sustainable resiliency.

    b. SUPPORT funding for stormwater improvements and flood reduction/mitigation projects within its municipal boundaries, as well as for projects in the region that directly benefit our community.

2. Transportation and Community Aesthetics:

    a. SUPPORT funding for projects that enhance transportation connectivity for pedestrian and bicyclists, as well as implementation of Complete Streets.

3. Environmental Protection:

    a. SUPPORT state initiatives that address the proliferation of harmful algal blooms, such as blue-green algae and red tide.

    b. SUPPORT recurring funding for conversion programs designed to move private septic tanks to modern sanitary sewer collection systems. SUPPORT greater flexibility for programs that address the costs incurred by residents connecting to sewer and proper abandonment of septic systems.

    c. SUPPORT legislative or state initiative programs, activities, or opportunities that will provide opportunities to acquire environmentally sensitive lands within the City's municipal boundaries.

    d. SUPPORT legislative, grant opportunities or state initiative programs to provide supplemental funding for the City's Beach Nourishment Program as a direct result of significant storm events.

4. Local Government:

    a. SUPPORT the preservation of local home rule and opposes any legislation, policies, or regulations that would impose unfunded responsibilities upon the City.

5. Bonita Estero Rail Trail (BERT) Funding:

    a. SUPPORT the acquisition of the Seminole Gulf Railway LP property located within the City limits of Bonita Springs and in its entirety. The land will be developed as a multi-modal linear park for pedestrians and cyclists.

Legislative Appropriations Requests (Projects not prioritized):

1. Rosemary Drive Stormwater Drainage and Pedestrian Safety Improvements Project - \$1.4m
2. Leitner Creek Neighborhood Soccer Complex - \$1.5m
3. Emergency Restoration of Beach Nourishment (Hurricanes Helene and Milton) - \$5.0m