



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

**City of Bonita Springs
City Council
Meeting Agenda**

**October 1, 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., September 30, 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. Ceremonial Presentations and Proclamations:
 - A. Recognition of Commander Blake Lee upon his retirement from the Lee County Sheriff’s Office and for his distinguished leadership of the Bonita Springs Community Policing Unit.
 - B. Recognition of Arleen Hunter for 20 years of services to the City of Bonita Springs.
7. Public Hearings - Zoning and Land Use:
 - A. (FIRST READING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY TEN (10) +/- ACRES FROM THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING DESIGNATION TO A COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING DESIGNATION, TO DEVELOP UP TO SIX (6) BUILDINGS WITH A MAXIMUM OF 39,500 SQUARE FEET OF COMMERCIAL USES, 80,000 SQUARE FEET OF SELF-STORAGE/MINI-WAREHOUSE USES AND 70,000 SQUARE FEET OF LIGHT INDUSTRIAL USES; LOCATED AT 25211 OLD 41 ROAD, STRAP NUMBER: 22-47-25-B1-00002.4010, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-10-240)

- B. (FIRST READING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 4.6 +/- ACRES FROM THE TWO-FAMILY CONSERVATION (TFC-2) ZONING DESIGNATION TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DESIGNATION, TO DEVELOP UP TO FORTY-TWO (42) DWELLING UNITS; LOCATED AT 11035, 11089, 11113, 11125 DEAN STREET, STRAP NUMBERS 36-47-25-B4-00064.0000, 36-47-25-B4-00063.0000, 36-47-25-B4-00062.0010, 36-47-25-B4-00065.0000, 36-47-25-B4-00064.0010, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-10-241)

8. Consent Agenda Items:

- A. Approve minutes from the City Council Budget Hearing held on September 17, 2025.
- B. Approve minutes from the City Council Regular Meeting held on September 17, 2025.
- C. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene. (Green Sheet 25-10-231)
- D. Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton. (Green Sheet 25-10-232)
- E. Approve Interlocal Agreement with Lee County for transit services within the City of Bonita Springs. (Green Sheet 25-10-233)
- F. Authorize the execution of the Bilateral Waiver of Conflict of Interest between the City and 3HWA, thereby enabling the finalization of the settlement agreement previously approved by City Council on May 7, 2025. (Green Sheet 25-10-234)
- G. Approve the special event permit for the Veterans Day Service and temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street from approximately 8:00 am to 11:00 am on Tuesday, November 11, 2025. (Green Sheet 25-10-235)
- H. Approve a Resolution to engage ten (10) firms for the City's Construction Manager at Risk Continuing Services Contractor (CN 25-17) and authorize staff to enter into negotiations with the selected firms. (Green Sheet 25-10-236)
- I. Approve agreement with GrantWorks, Inc. for Grant Management Services for the Pennsylvania Avenue Corridor Improvement Project. (Green Sheet 25-10-237)
- J. Approve the City Manager Employment Agreement, with the terms approved by City Council at the Budget Hearing on September 17, 2025. (Green Sheet 25-10-238)
- K. Recommendation to continue an Urban County Cooperation Agreement with Lee County and authorize the Mayor to execute a Joint Resolution for the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement funds for FY 2026, 2027 and 2028. (Green Sheet 25-10-239)
- L. Approve a Resolution to engage four (4) firms for the City's Special Event Services (CN 25-23) and authorize staff to enter into negotiations with the selected firms. (Green Sheet 25-10-243)

- Opportunity for City Council Comments on Consent Agenda

9. Presentations:

- A. Presentation by DPZ CoDesign of the draft Liles Plaza Vision Study. (Green Sheet 25-10-244)

10. City Attorney Items:

11. City Manager Items:

- A. Presentation of the July Financial Report. (Green Sheet 25-10-242)
- B. Presentation of Building Permit Fee Schedule Update. (Green Sheet 25-10-245)
- C. Update on hurricane recovery efforts.

12. Mayor and Council Member Reports

13. Public Comment

14. Adjournment

ITEM TITLE: (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY TEN (10) +/- ACRES FROM THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING DESIGNATION TO A COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING DESIGNATION, TO DEVELOP UP TO SIX (6) BUILDINGS WITH A MAXIMUM OF 39,500 SQUARE FEET OF COMMERCIAL USES, 80,000 SQUARE FEET OF SELF-STORAGE/MINI-WAREHOUSE USES AND 70,000 SQUARE FEET OF LIGHT INDUSTRIAL USES.; LOCATED AT 25211 OLD 41 ROAD, STRAP NUMBER: 22-47-25-B1-00002.4010, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Tornberg, Esq., AICP, Senior Planner, Community Development

AGENDA SECTION: Public Hearings - Zoning and Land Use

STRATEGIC PRIORITY:

BACKGROUND: This is a request to rezone approximately ten (10) acres of vacant property from a Commercial Planned Development (CPD) with an expired Master Concept Plan to a new Commercial Planned Development (CPD) zoning designation. The proposed Schedule of Uses includes a variety of retail, office, light industrial and mini-warehousing uses.

Zoning Board recommended approval of the petition unanimously at their September 16, 2025, meeting, with directions to Staff and the Applicant to further discuss the proposed Schedule of Uses. If available prior to the first reading, revised documents will be provided to Council. Public comments were received for this project as part of the public notice requirements. Those comments are included in this packet.

This is the first reading and public hearing where the title block is read into the record, and the Applicant and Staff presentations are provided. The second reading and public hearing is scheduled for 10/15/2025, in order to afford due process in accordance with the Land Development Code and state law.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing.

ATTACHMENTS:

1. Draft Zoning Ordinance (prepared by City Attorney)
2. Staff Report with Exhibits and Attachments
3. Draft Zoning Board Meeting Minutes from September 16, 2025
4. Resident Responses

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Department Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 25 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY TEN (10) +/- ACRES FROM THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING DESIGNATION TO A COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING DESIGNATION, TO DEVELOP UP TO SIX (6) BUILDINGS WITH A MAXIMUM OF 39,500 SQUARE FEET OF COMMERCIAL USES, 80,000 SQUARE FEET OF SELF-STORAGE/MINI-WAREHOUSE USES AND 70,000 SQUARE FEET OF LIGHT INDUSTRIAL USES.; LOCATED AT 25211 OLD 41 ROAD, STRAP NUMBER: 22-47-25-B1-00002.4010, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FREP (OLD 41) DEVELOPMENT LP has requested to rezone approximately 10 acres $\pm$ from the Commercial Planned Development (CPD) zoning district to a Commercial Planned Development (CPD) zoning district, to develop up to six buildings with a maximum of 39,500 square feet of commercial uses, 80,000 square feet of self-storage/mini-warehouse uses and 70,000 square feet of light industrial uses; and

WHEREAS, subject property is located at 25211 Old 41 Road, Bonita Springs, FL 34135. STRAP: 22-47-25-B1-00002.4010; and, is described more particularly as:

See Exhibit "A"

WHEREAS, a Public Hearing was advertised and heard on September 16, 2025 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board"), who gave full consideration to the evidence available and recommended approval (6-0) of the applicant's request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk; and

WHEREAS, the case was presented for First Reading for the City Council at their October 1, 2025, meeting; and

WHEREAS, City Council at their October 15, 2025, meeting considered the record of the Zoning Board on Case PD24-117097-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to rezone ±10 acres from Commercial Planned Development (CPD) to Commercial Planned Development, to develop up to six buildings with a maximum of 39,500 square feet of commercial uses, 80,000 square feet of self-storage/mini-warehouse uses and 70,000 square feet of light industrial uses. In so doing the City Council makes the following findings and conclusions, upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

Conditions:

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit "B."
2. Schedule of Uses (Buildings I, II, V, and VI) no outdoor display, storage or sales:
 - a. Administrative Offices
 - b. Animals: Clinic or Kennel, Indoor Only, No Outdoor Runs
 - c. Auto Parts Store
 - d. Auto Repair and Service, Group I only.
 - e. Banks and Financial Establishments, Groups I and II
 - f. Boat Parts Store
 - g. Boat Repair and Service
 - h. Building Material Sales
 - i. Business Services, Group I and II
 - j. Cleaning and Maintenance Services
 - k. Contractor and Builders, Group I and II
 - l. Fences, Walls
 - m. Food and Beverage Service, Limited, when ancillary to Recreational Facilities
 - n. Food Stores, Group I and II
 - o. Hardware Store
 - p. Hobby, Toy, and Game Shops
 - q. Household and Office Furnishing, Group I
 - r. Lawn and Garden Supply Store
 - s. Nonstore Retailers: All Groups
 - t. Paint, Glass, and Wallpaper Store
 - u. Personal Services, Groups I, II, and III
 - v. Pet Service
 - w. Pet Shop
 - x. Place of Worship
 - y. Printing and Publishing, when ancillary to a retail store
 - z. Real Estate Sales Office
 - aa. Recreational Facilities, Group I and IV
 - bb. Rental or Leasing Establishments, Groups I and II

- cc. Repair Shops, Groups I, II, and III
 - a. Group III limited to: Antique Refurbishing and Re-Upholstering Shops
- dd. Research and Development Laboratories: Group II
- ee. Retail and Wholesale Sales, when ancillary to a permitted use
- ff. Schools; Commercial
- gg. Special Retail Store: Groups I, II, and III
- hh. Storage, Indoor
- ii. Studios
- jj. Wholesale Establishment, Group III
- kk. Vehicle and Equipment Dealer, Groups I, II, and III

3. Schedule of Uses (Buildings I and II) no outdoor display, storage or sales:

- a. Auto Repair and Service, Group II
- b. Manufacturing of:
 - i. Apparel Products*
 - ii. Electric Machinery and Equipment*
 - iii. Food and Kindred Products, Group I and II*
 - iv. Leather and Wood Products, Group I**
 - v. Measuring, Analyzing and Controlling Instruments*
- c. Processing and Warehousing
- d. Rental or Leasing Establishment, Group III
- e. Research and Development Laboratories, Group IV
- f. Wholesale Establishment, Group I

*Use limited to units within buildings I and II only that are setback a minimum of 100 feet from any residentially zoned property under separate ownership per Section 4-2014(d) of the Land Development Code (LDC).

**Use limited to units within buildings I and II only that are setback a minimum of 330 feet from any residentially zoned property under separate ownership per Section 4-2014(d) of the LDC.

4. Schedule of Uses (Buildings III and IV) no outdoor display, storage or sales:

- a. Mini-Warehouse
- b. Vehicle and Equipment Dealer, Group I, subject to Condition 12.

5. Schedule of Uses (Buildings V and VI) no outdoor display, storage or sales:

- a. Restaurant, Group I, II, III and IV
- b. Consumption on Premises, when associated with a Restaurant use.
- c. Package Store

6. Property Development Regulations:

<u>Regulation</u>	<u>Standards</u>
Front / Street Setback	25 feet
Side Setback (adjacent to residential)	30 feet
Side Setback (adjacent to commercial)	15 feet
Rear Setback	40 feet
Max. Lot Coverage	40%
Max. Height	30 feet
Min. Building Separation	20 feet
Min. Open Space	20%
Max. Intensity Commercial	39,500 square feet
Max Intensity Storage/Warehouse	80,000 square feet
Max. Intensity Light Industrial	70,000 square feet

7. Transportation Conditions:

- a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order approval.
- b. Given site constraints and proximity to Old US 41 Road, semi-trucks/tractor trailers over 40 feet are not permitted within the site or to provide deliveries to the site.
 - i. At time of local development order, the Applicant shall delineate the use conditions in their lease/owner documents, as well as the applicable signage and enforcement methods.
- c. A cross-access easement to the North, as depicted on the Master Concept Plan attached herein, ("Exhibit A") will be recorded upon approval of a local development order.
- d. At the time of local development order, the Applicant shall coordinate with the City of Bonita Springs Public Works Department for any/all work within and/or connecting to City maintained Rights-of-Way for any/all additional/separate permitting, design requirements, and inspections.
- e. At the time of local Development Order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Long Range Bicycle Pedestrian Master Plan, any applicable City of Bonita Springs Public Works Department requirements and standards for construction of pedestrian and bicycle infrastructure, and all appropriate design standards otherwise required, except as necessitated by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association.

8. Environmental Conditions:

- a. Per the Tree Advisory Board recommendation, four heritage trees proposed to be removed shall be replaced with 20-foot-tall trees, at a minimum 4- inch diameter breast height, in a number equivalent to 109 inches in diameter breast height in order to fully replace the three heritage trees in better condition (Trees 134 and 139 and one (1) unmarked Laurel Oak). The Applicant shall work with Staff on their replacement locations and species recommendations using the approved replacement species listing (Recommended Native Trees and Palms for use in the City of Bonita Springs). For each heritage tree replacement above the fourth tree used to meet this requirement, those trees may be credited as two (2) general trees, as long as the required general tree number is not decreased by more than 50%.
9. All fencing shall be consistent with Chapter 4, Article VI, Division 17 of LDC.
 - a. Where chain link fencing is proposed, green or black powder-coating is required, with a continuous visual screen.
10. Parking / Loading:
 - a. Final parking ratios shall be determined at time of a local development order consistent with the Land Development Code for the uses requested.
 - b. Parking within gated areas may not be used towards the total site count where inaccessible to other uses.
 - c. All loading and unloading shall take place within designated loading zones or within the unit. Loading is not permitted to obstruct the 24' drive aisles.
 - d. Drive aisles shall be paved in accordance with the LDC.
11. All use activity shall take place within the units, with the doors closed, except when entering or exiting each unit.
 - a. No outdoor display, sales or storage shall occur.
12. Mini-Warehousing:
 - a. Use Restrictions. At time of local development order, the Applicant shall submit a copy of the restrictive covenants for the condominium (or other legal entity) that addresses, at minimum, the following:
 - i. Auto repair, boat repair, and repair of similar items is prohibited.
 - ii. Units are not intended to be, nor shall they operate as a dwelling unit, as defined in LDC Section 4-2.
 - iii. Operation of a business in individual storage units is prohibited, except:
 1. Vehicles may be shown for sale purposes on an ancillary basis, where the administrative office is located elsewhere.
 - iv. Open Storage, outdoor display and sale of merchandise is prohibited.
 - v. The storage and handling of any hazardous materials shall be in accordance with the Materials Safety Data Sheet for that

specific product as identified with the Environmental Protection Agency and applicable state and National Fire Protection Association regulations.

13. In areas where proposed landscape or other buffers overlap or cross with existing or proposed BSU easements and/or utilities, BSU will require the Applicant meet the requirements per BSU Standard Specifications regarding Landscaping and/or BSU Easements.
14. This development must comply with all of the requirements of the LDC at the time of local development order approval, except as may be granted by deviation approved as part of this planned development. This includes Supplementary District Regulations not specifically listed.
15. Approval of this rezoning does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the City of Bonita Springs Comprehensive Plan provisions.

Deviations:

1. A deviation from Section 3-291(a) of the LDC which requires a driveway separation of 660 feet on arterial roadways; to allow a separation of 459.51 feet to nearest driveway the north and 587.29 feet from the nearest driveway to the south.
2. A deviation from Section 3-417(b) which requires all new commercial components of planned development districts must provide building perimeter plantings, these planting areas must be located abutting all sides of the building, (not including the loading area); to allow perimeter planting not be located abutting all sides of the building.
3. A deviation from Section 4-1022(4), which establishes distance requirements for Consumption on Premises and Off-Premises from any religious facility, school (noncommercial), day care center (child), park or dwelling unit; to allow no separation distance requirement for consumption on premises and off-premises.

Exhibits:

- A. Legal Description and Sketch of the Subject Property
- B. Master Concept Plan

Attachments:

- A. Staff Informational Analysis

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 15th day of October, 2025.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote: Carr Corrie
Purdon Fullick
Fitzpatrick Bogacz
Gibson

Date filed with City Clerk: _____

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OLD 41 RD COMMERCIAL • AERIAL MAP

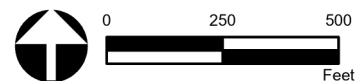
📍 City of Bonita Springs, FL

📅 07/5/2024

24004030

👤 Forager

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Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT

TYPE OF CASE: COMMERCIAL PLANNED DEVELOPMENT REZONING (CPD)
CASE NUMBER: PD24-117097-BOS
HEARING DATE: September 16, 2025
PLANNER: Mary Tornberg, Esq., AICP, Senior Planner

APPLICATION SUMMARY:

- A. Applicant: FREP (OLD 41) DEVELOPMENT LP
- B. Agent: Patty Kulak, RVi Planning + Landscape Architecture
- C. Request: A request to rezone approximately 10 acres ± from the Commercial Planned Development (CPD) zoning district to a Commercial Planned Development (CPD) zoning district, to develop up to six buildings with a maximum of 39,500 square feet of commercial uses, 80,000 square feet of self-storage/mini-warehouse uses and 70,000 square feet of light industrial uses.
- D. Location: The subject property is located at 25211 Old 41 Road,
Bonita Springs, FL 34135. STRAP: 22-47-25-B1-00002.4010.
- E. Future Land Use Map Designation: General Commercial
- F. Current Zoning: Commercial Planned Development (CPD)
- G. Current Land Use: Landscape Supply Facility

By this reference, the Applicant's application in its entirety and correspondence is made part of this record and is available at the City Clerk's and Community Development's Offices.

BACKGROUND:

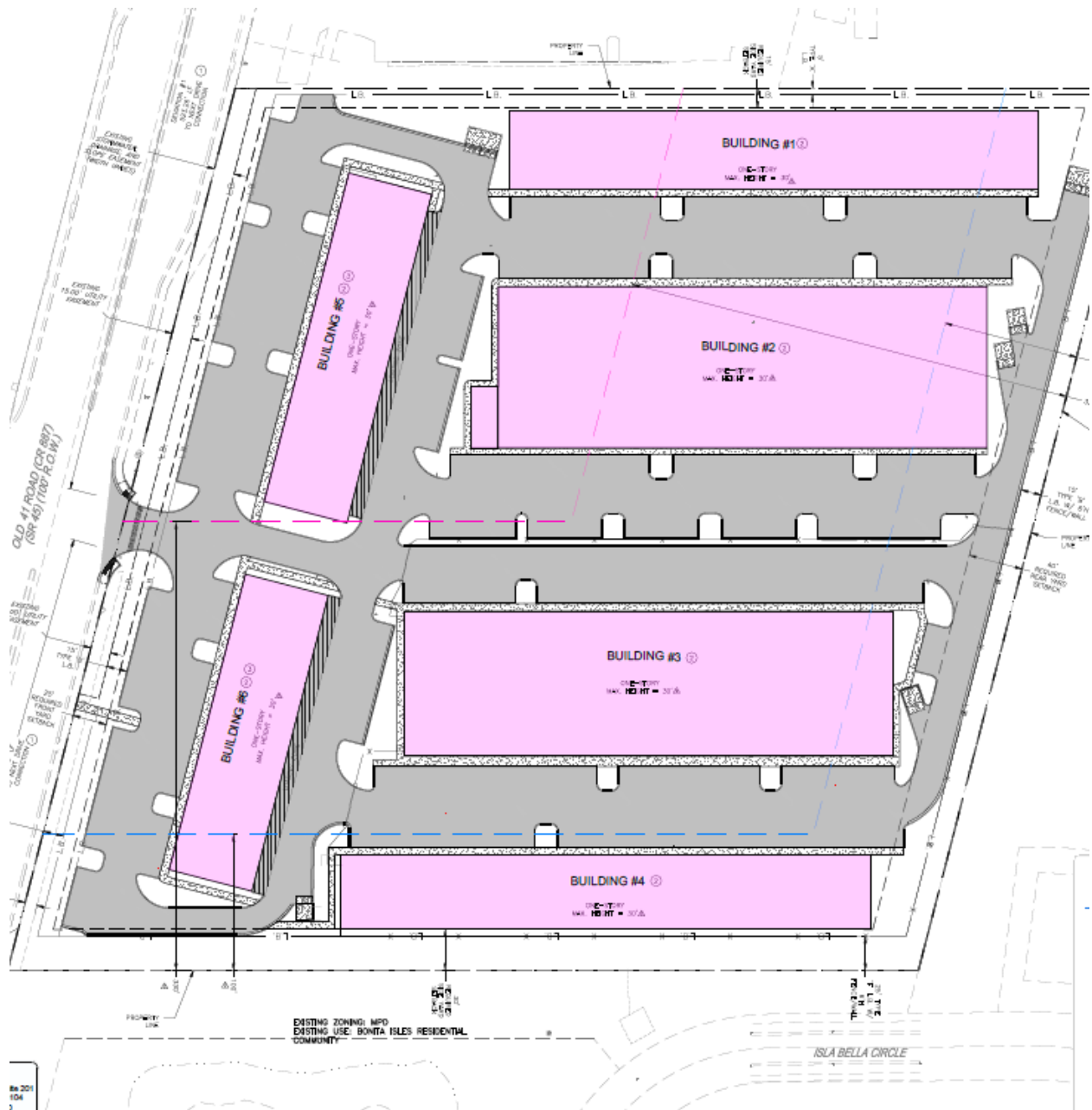
History and Overview

The subject property is requesting to rezone the parcel from Commercial Planned Development (CPD) to a new Commercial Planned Development (CPD). The Applicant is the current owner of the property.

The parcel was previously rezoned to Commercial Planned Development pursuant to Zoning Ordinance ZBA-04-16, which allowed for a variety of commercial, retail, and mini-warehouse uses. Pursuant to LDC Section 4-303, the Master Concept Plan approved in Zoning Ordinance ZBA-04-16 was valid for five years from the date the planned development was approved. That MCP is now expired, requiring the adoption of a new MCP or a rezone in order for development to occur.

The request seeks three (3) deviations, which are analyzed further below.

The request includes six buildings, to allow for a variety of retail, commercial, office, professional service, mini-warehouse, manufacturing and light industrial uses. No residential uses are proposed. The Master Concept Plan can be found in **Exhibit B** and below.



Title: Master Concept Plan

Source: Applicant

THE PURPOSE OF PLANNED DEVELOPMENT ZONING

The purpose and intent of the various planned development districts is to further implement the Goals, Objectives, and Policies of the Bonita Springs Comprehensive Plan (Bonita Plan) by providing some degree of flexibility in planning and designing developments as defined in [Land Development Code \(LDC\) Section 4-200\(2\)](#). Pursuant to LDC Section 4-737, the intent of the CPD district is to further the general purpose of planned developments set forth in LDC Section 4-400(2) as it relates to commercial development. The principal uses of any commercial planned development are generally

the retail sale and distribution of consumer goods and services, or the provision of standard office space for various purposes, including the delivery of professional services (including health care, short of inpatient facilities), or financial services, or for the administration of business and general business purposes. Ancillary uses which may be permitted in the commercial planned development district include permanent human habitation in multiple-family buildings and townhouses, transient housing in hotel or motel rooms, health care facilities, and other limited institutional uses and selected light industrial uses.

The standard of review conducted by the City Staff and other review agencies provides the basis for the City Staff's recommendation on this rezoning request as outlined in [LDC Section 4-131\(d\)\(3\)](#) and [LDC Section 4-299\(a\)\(2\) and \(4\)](#) (See "**Attachment A**"). This recommendation is then presented to the City Council which has the final-decision making authority.

REQUEST

Uses: As part of the request, the Applicant proposes the following Schedule of Uses:

ALL BUILDINGS

- Administrative Offices
- Animals: Clinic or Kennel, Indoor Only, No Outdoor Runs
- Auto Parts Store
- Auto Repair and Service, Groups I and II, Indoor Only
- Banks and Financial Establishments, Groups I and II
- Boat Parts Store
- Boat Repair and Service, Indoor Only
- Boat Sales
- Building Material Sales and Service, Groups I and II
- Business Services, Groups I and II
- Cleaning and Maintenance Services
- Contractor and Builders, Groups I and II
- Fences, Walls
- Food and Beverage Service, Limited
- Food Stores, Groups I and II
- Hardware Store
- Hobby, Toy, and Game Shops
- Household and Office Furnishing, Group I
- Lawn and Garden Supply Store
- Manufacturing of:
 - Food and Kindred Products, Group I
- Nonstore Retailers: All Groups
- Paint, Glass, and Wallpaper Store
- Personal Services, All Groups
- Pet Service

- Pet Shop
- Printing and Publishing
- Processing and Warehousing
- Real Estate Sales Office
- Recreational Facilities, Groups I and IV
- Recreational Facilities, Private
 - On-site
 - Off-site
- Religious Facilities
- Rental or Leasing Establishment, Groups I, II, and III
- Repair Shops, Groups I, II, and III
- Research and Development Laboratories: Groups II and IV
- Retail and Wholesale Sales
- Schools
 - Commercial
 - Noncommercial
- Special Retail Store: Groups I, II, and III
- Storage, Indoor
- Studios
- Wholesale Establishment, Groups III and IV
- Vehicle and Equipment Dealer, Groups I, II, III, and IV

BUILDINGS 1 & 2 ONLY

- Wholesale Establishment, Group I
- Manufacturing of:
 - Apparel Products*
 - Electric Machinery and Equipment*
 - Fabricated Metal Products, Group II*
 - Food and Kindred Products, Group II*
 - Leather Products, Group I*
 - Lumber and Wood Products, Group I**
 - Measuring, Analyzing and Controlling Instruments*

*USE LIMITED TO UNITS WITHIN BUILDINGS 1 AND 2 ONLY THAT ARE SETBACK A MINIMUM OF 100 FEET FROM ANY RESIDENTIALLY ZONED PROPERTY UNDER SEPARATE OWNERSHIP PER LDC SECTION 4-2014(D).

*USE LIMITED TO UNITS WITHIN BUILDINGS 1 AND 2 ONLY THAT ARE SETBACK A MINIMUM OF 330 FEET FROM ANY RESIDENTIALLY ZONED PROPERTY UNDER SEPARATE OWNERSHIP PER LDC SECTION 4-2014(D).

BUILDINGS 3 & 4 ONLY

- Warehouse: Mini, Public, or Private

BUILDINGS 5 & 6 ONLY

- Restaurants, Groups I, II, III and IV
- Consumption on Premises
- Bar and Cocktail Lounge
- Package Store

Property Development Regulations and Deviations

Development is to be conducted in accordance with the Land Development Code (LDC) Chapters 3 (Development Standards) and Chapter 4 (Zoning). Conditions and deviations set forth in the adopted zoning ordinance may augment the standard development regulations such as property development standards, buffering, deviations and any associated conditions of approval.

The property development regulations are included in **Condition 3**. Deviations may be requested during the review process in accordance with [LDC Sec. 3-81\(b\)](#) and [LDC Sec. 4-326](#). The current planned development request includes three (3) deviations. Staff's analysis and recommendation on the deviation request are included later in this Staff Report. The deviation request and associated justification by the Applicant is included in the Applicant's Analysis in **Attachment "B."**

Site Development Regulations:

- | | |
|---|---------|
| i. Planned Development Setback: | |
| 1. Front/Street: | 25 feet |
| 2. Side (Adjacent to Residential): | 30 feet |
| 3. Side (Adjacent to Commercial): | 15 feet |
| 4. Rear: | 40 feet |
| ii. Maximum Building Height: | 30 feet |
| iii. Minimum Building Separation: | 20 feet |
| iv. Maximum Lot Coverage: | 40% |
| v. Minimum Open Space: | 20% |
| vi. Maximum Intensity | |
| 1. 39,500 square feet for commercial/retail uses | |
| 2. 80,000 square feet for storage/mini-warehouse uses | |
| 3. 70,000 square feet for light industrial uses | |

DEVIATIONS:

Deviations may be requested during the review process in accordance with [LDC Section 4-326](#). The Zoning Board may recommend to approve, approve with modification, or reject each requested deviation based upon a finding that each item:

1. Enhances the achievement of the objectives of the planned development; and

2. Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.

Three (3) deviations are being requested as part of this planned development rezoning request, found below and in **Exhibit C**. The request language, Applicant justification, and Staff response are shown below.

1. Deviation (1) requests relief from LDC Section 3-291(a), which requires a driveway separation of 660 feet on arterial roadways; to allow a separation of 459.51 feet to the nearest driveway to the north and 587.29 feet to the nearest driveway to the south.

Applicant's Justification: The CPD will utilize the existing ingress and egress drive isle during the redevelopment of the site. However, this access location does not comply with the 660-foot separation requirement on arterial roadways within the City of Bonita Springs.

The current ingress/egress location has been in use as the main access point to the site. Maintaining this location leverages an established access point without creating new impacts on surrounding roadways, access locations, or traffic flow.

The property has 675 feet of frontage on Old 41 Rd and existing access points on neighboring properties restrict the proposed MCP from providing an alternative access point that would meet the separation distance required on arterial roads. Maintaining the existing driveway location allows for the continued efficient operation of the site without the need for disruptive modifications that would still result in the need for the deviation given the street frontage. The current location is optimal for site access and has been designed to accommodate the site's specific needs for the new development, including traffic flow, loading/unloading zones, and pedestrian access. The access location will comply with all other development standards in the LDC.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request.

2. Deviation (2) requests a deviation from LDC Section 3-417(b) which requires all new commercial components of planned development districts must provide building perimeter plantings, these planting areas must be located abutting all sides of the building (not including the loading area); to allow perimeter planting not be located abutting all sides of the building.

Applicant's Justification: The permitted uses within the CPD allow for various commercial, storage, and mini-warehouse uses throughout the site, some of which

may require vehicular access inside the buildings. This necessity restricts the placement of required plantings surrounding the buildings on all sides.

In lieu of full perimeter plantings around each building, the design incorporates landscaped end caps, which serve as inviting common areas for patrons and employees to enjoy during their leisure time. These spaces will create small pockets of greenery, offering areas for relaxation and gathering, fostering a sense of community within the development.

Additionally, to further support landscaping and community interaction goals, the site design features landscape islands within the parking areas. These islands will include trees and greenery to enhance the visual appeal of the site and provide much-needed shade and cooling in the parking zones.

By focusing on key areas as the Old 41 Road buffer, parking lot landscape islands and communal green spaces, the development maintains the intent of the landscape code while providing additional functional and aesthetic benefits. This approach ensures the site will be visually appealing, environmentally responsible, and equipped with thoughtfully designed common spaces that enhance the overall experience for visitors and employees. We believe this deviation strikes a balance between practical site needs and landscaping goals, resulting in a harmonious and well-integrated development.

Based on the Applicant's request, proposed site plan, and justification, Staff recommends **APPROVAL** of the deviation request as the project will still meet the required number of plantings.

3. Deviation (3) requests a deviation from LDC Section 4-1022(4), which establishes distance requirements for Consumption on Premises and Off-Premises from any religious facility, school (noncommercial), day care center (child), park or dwelling unit; to allow no separation distance requirement for consumption on premises and off-premises.

Applicant's Justification: All proposed uses are consistent with the intent of the Commercial Planned Development (CPD) zoning district, which is designed to promote a mix of uses and flexible site design. The CPD includes several compatibility measures to mitigate impacts, including a 25-foot Type F landscape buffer with a fence along the southern property boundary to provide a visual and physical separation from adjacent residential uses.

Consumption-related activities will occur within enclosed buildings or designated outdoor areas that comply with applicable noise, lighting and operational standards. The project's internal circulation and site design further minimize potential conflicts by limiting external access and concentrating commercial activity internally.

The subject site is primarily surrounded by commercial and conservation uses, with no direct access through residential neighborhoods. As such, the deviation will not result in adverse impacts and is necessary to support the integrated mix of uses envisioned for the CPD, contributing to the site's economic viability and functional design.

Based on the Applicant's request and justification, Staff requires additional analysis and does not have a recommendation of the requested deviation.

Comprehensive Plan Considerations

This project was reviewed for compliance with the City of Bonita Springs Comprehensive Plan, including future land use, transportation, and infrastructure elements. The project is located within the General Commercial future land use category. Additional Staff Analysis is included in **Attachment "A."** The Applicant's Analysis is included in **Attachment "B."**

Transportation Summary Analysis

The project was reviewed by the City's Traffic Engineer and Public Works. A further analysis will take place at time of local development order. The project will comply with Complete Streets Requirements. Additionally, the project limits truck access to 40-foot long vehicles. No semi-truck/tractor trailers beyond that length will be permitted, as conditioned.

Infrastructure Summary Analysis

The City's potable water and sanitary sewer utility franchise, Bonita Springs Utilities, has reviewed the request and did not raise any concerns regarding potential burdens on infrastructure, or infrastructure availability. As a result, it is the Staff opinion that the project is consistent with the Infrastructure Element of the Bonita Plan.

CONCLUSIONS:

The following conclusions are based upon the Applicant's application being reviewed for compliance with the City of Bonita Springs Comprehensive Plan and the LDC. **Attachment "A,"** which is attached hereto and made a part hereof, demonstrates the type of analysis that was done.

Pursuant to the City's LDC, the Applicant is required to hold two (2) neighborhood meetings. The first meeting was held on September 9, 2024, with twelve members of public present. Questions about viewsheds, lighting, and proposed units and hours were asked. The Applicant held their second meeting on August 19, 2025, providing notice to current owners within the notification zone, with attendance from five members of the public. No questions were asked after the project presentation was provided. Additional methods of public notice included mailed notices to properties within 375 feet of the property, property-posting signs along rights-of-way, and a legal ad in the Fort Myers News-Press for the Zoning Board public hearing. Letters of support and opposition are included in your packet for review and consideration in **Attachment "C"**.

The rezoning request was evaluated by Community Development for planning, zoning, engineering, environmental, floodplain, multimodal and transportation impacts. Bonita Springs Public Works, Bonita Springs Utilities and the Bonita Springs Tree Advisory Board also reviewed the request. The proposed development, as conditioned, is consistent with the requirements and standards of the City of Bonita Springs Comprehensive Plan and LDC. A detailed City Staff analysis is included in **Attachment A** of the Staff Report.

RECOMMENDATION:

Staff recommends **APPROVAL, subject to conditions**, of Petition PD24-117097-BOS, Old 41 Commercial Planned Development (CPD), which proposes a rezoning with the adoption of a Master Concept Plan, schedule of uses and property development regulations. This recommendation of APPROVAL is subject to the following conditions:

Conditions:

1. The development of this project must be consistent with the 2-page Master Concept Plan titled "The Foundry Master Concept Plan," prepared by Davidson Engineering, last revised June 19, 2025, (**Exhibit B**), except as modified by the conditions below.

The total maximum intensity may not exceed 39,500 square feet of commercial/retail uses, 80,000 square feet of storage/mini-warehouse uses, and 70,000 square feet of light industrial uses.

2. **Schedule of Uses** (underlining and strikethrough to delineate recommendation based on proposed uses):

ALL BUILDINGS I, II, V and VI- No outdoor storage, sale or display permitted.

- Administrative Offices
- Animals: Clinic or Kennel, Indoor Only, No Outdoor Runs
- Auto Parts Store
- Auto Repair and Service, Groups I and II, ~~Indoor Only~~
- Banks and Financial Establishments, Groups I and II
- Boat Parts Store
- Boat Repair and Service, ~~Indoor Only~~
- ~~Boat Sales~~
- Building Material Sales and Service, ~~Groups I and II~~
- Business Services, Groups I and II
- Cleaning and Maintenance Services
- Contractor and Builders, Groups I and II
- Fences, Walls
- Food and Beverage Service, Limited, when ancillary to Recreational Facilities
- Food Stores, Groups I and II

- Hardware Store
- Hobby, Toy, and Game Shops
- Household and Office Furnishing, Group I
- Lawn and Garden Supply Store
- ~~Manufacturing of:~~
 - ~~Food and Kindred Products, Group I~~
- Nonstore Retailers: All Groups
- Paint, Glass, and Wallpaper Store
- Personal Services, Groups I, II, and III ~~All Groups~~
- Pet Service
- Pet Shop
- Place of Worship
- Printing and Publishing, when ancillary to a retail store
- ~~Processing and Warehousing~~
- Real Estate Sales Office
- Recreational Facilities, Groups I and IV
- ~~Recreational Facilities, Private~~
 - ~~On-site~~
 - ~~Off-site~~
- ~~Religious Facilities~~
- Rental or Leasing Establishment, Groups I, II, ~~and III~~
- Repair Shops, Groups I, II, and III
 - Group III limited to: Antique Refurbishing and Re-Upholstering Shops
- Research and Development Laboratories: Groups II ~~and IV~~
- ~~Retail and Wholesale Sales~~
- Schools
 - Commercial
 - ~~Noncommercial~~
- Special Retail Store: Groups I, II, and III
- Storage, Indoor
- Studios
- Wholesale Establishment, Groups III ~~and IV~~
- Vehicle and Equipment Dealer, Groups I, II, III, ~~and IV~~

BUILDINGS 1 & 2 ONLY- No outdoor display, storage or sale permitted.

- Auto Repair & Service, Group II
- Manufacturing of:
 - Apparel Products*
 - Electric Machinery and Equipment*
 - ~~Fabricated Metal Products, Group II*~~
 - Food and Kindred Products, Groups I & II*
 - Leather Products, Group I*
 - Lumber and Wood Products, Group I**
 - Measuring, Analyzing and Controlling Instruments*

- Processing and Warehousing
- Rental or Leasing Establishment, Group III
- Research and Development Laboratories, Group IV
- Wholesale Establishment, Group I

*USE LIMITED TO UNITS WITHIN BUILDINGS 1 AND 2 ONLY THAT ARE SETBACK A MINIMUM OF 100 FEET FROM ANY RESIDENTIALLY ZONED PROPERTY UNDER SEPARATE OWNERSHIP PER LDC SECTION 4-2014(D).

*USE LIMITED TO UNITS WITHIN BUILDINGS 1 AND 2 ONLY THAT ARE SETBACK A MINIMUM OF 330 FEET FROM ANY RESIDENTIALLY ZONED PROPERTY UNDER SEPARATE OWNERSHIP PER LDC SECTION 4-2014(D).

BUILDINGS 3 & 4 ONLY- No outdoor display, storage or sale permitted.

- Warehouse: Mini, ~~Public, or Private~~
- Vehicle and Equipment Dealer, Group I, subject to Condition 9

BUILDINGS 5 & 6 ONLY

- Restaurants, Groups I, II, III and IV
- Consumption on Premises, when associated with a Restaurant use
- ~~Bar and Cocktail Lounge~~
- Package Store

3. Property Development Regulations:

a. Setbacks:

- | | |
|---|---------|
| i. Front/Street: | 25 feet |
| ii. Side (Adjacent to Residential): | 30 feet |
| iii. Side (Adjacent to Commercial): | 15 feet |
| iv. Rear: | 40 feet |
| | |
| v. Maximum Building Height: | 30 feet |
| vi. Minimum Building Separation: | 20 feet |
| vii. Maximum Lot Coverage: | 40% |
| viii. Minimum Open Space: | 20% |
| ix. Maximum Intensity | |
| 1. 39,500 square feet for commercial/retail uses | |
| 2. 80,000 square feet for storage/mini-warehouse uses | |
| 3. 70,000 square feet for light industrial uses | |

4. Transportation Conditions:

- a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order approval.

- b. Given site constraints and proximity to Old US 41 Road, semi-trucks/tractor trailers over 40 feet are not permitted within the site or to provide deliveries to the site.
 - i. At time of local development order, the Applicant shall delineate the use conditions in their lease/owner documents, as well as the applicable signage and enforcement methods.
 - c. A cross-access easement to the North, as depicted on the Master Concept Plan attached herein, ("Exhibit A") will be recorded upon approval of a local development order.
 - d. At the time of local development order, the Applicant shall coordinate with the City of Bonita Springs Public Works Department for any/all work within and/or connecting to City maintained Rights-of-Way (ROW's) for any/all additional/separate permitting, design requirements, and inspections.
 - e. At the time of local Development Order, all required multimodal facilities (infrastructure, crossings, amenities, furnishings, access points, easements, etc.) both internal and external to the site, shall meet or exceed the intent of the design standards provided by Chapters 3 and 4 of the City of Bonita Springs Land Development Code, the City of Bonita Springs Long Range Bicycle Pedestrian Master Plan, any applicable City of Bonita Springs Public Works Department requirements and standards for construction of pedestrian and bicycle infrastructure, and all appropriate design standards otherwise required, except as necessitated by the Bonita Springs Fire Control and Rescue District and National Fire Protection Association (NFPA).
- 5. Environmental Conditions
 - a. Per the Tree Advisory Board recommendation, four heritage trees proposed to be removed shall be replaced with 20-foot-tall trees, at a minimum 4- inch diameter breast height, in a number equivalent to 109 inches in diameter breast height in order to fully replace the three heritage trees in better condition (Trees 134 and 139 and one (1) unmarked Laurel Oak). The Applicant shall work with Staff on their replacement locations and species recommendations using the approved replacement species listing (Recommended Native Trees and Palms for use in the City of Bonita Springs). For each heritage tree replacement above the fourth tree used to meet this requirement, those trees may be credited as two (2) general trees, as long as the required general tree number is not decreased by more than 50%.
- 6. All fencing shall be consistent with LDC Chapter 4, Article VI, Division 17.
 - a. Where chain link fencing is proposed, green or black powder-coating is required, with a continuous visual screen.
- 7. Parking/ Loading
 - a. Final parking ratios shall be determined at time of a local development order consistent with the Land Development Code (LDC) for the uses requested.

- b. Parking within gated areas may not be used towards the total site count where inaccessible to other uses.
 - c. All loading and unloading shall take place within designated loading zones or within the Unit. Loading is not permitted to obstruct the 24' drive aisles.
 - d. Drive aisles shall be paved in accordance with the LDC.
- 8. All use activity shall take place within the Units, with the doors closed, except when entering or exiting the Unit.
 - a. No outdoor display, sales or storage shall occur.
- 9. Mini-Warehousing:
 - a. Use Restrictions. At time of local development order, the Applicant shall submit a copy of the restrictive covenants for the condominium (or other legal entity) that addresses, at minimum, the following:
 - i. Auto repair, boat repair, and repair of similar items is prohibited.
 - ii. Units are not intended to be, nor shall they operate as a dwelling unit, as defined in LDC Section 4-2.
 - iii. Operation of a business in individual storage units is prohibited, except:
 - 1. Vehicles may be shown for sale purposes on an ancillary basis, where the administrative office is located elsewhere.
 - iv. Open Storage, outdoor display and sale of merchandise is prohibited.
 - v. The storage and handling of any hazardous materials shall be in accordance with the Materials Safety Data Sheet for that specific product as identified with the Environmental Protection Agency and applicable state and National Fire Protection Association (NFPA) regulations.
- 10. In areas where proposed landscape or other buffers overlap or cross with existing or proposed BSU easements and/or utilities, BSU will require the Applicant meet the requirements per BSU Standard Specifications regarding Landscaping and/or BSU Easements.
- 11. This development must comply with all of the requirements of the LDC at the time of local development order approval, except as may be granted by deviation approved as part of this planned development. This includes Supplementary District Regulations not specifically listed.
- 12. Approval of this rezoning does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the City of Bonita Springs Comprehensive Plan provisions.

SUBJECT PROPERTY:

The Applicant indicates the STRAP number is: 22-47-25-B1-00002.4010.

EXHIBITS:

- A. Certified Sketch of the Subject Property
- B. Master Concept Plan
- C. Schedule of Deviations and Justifications
- D. Applicant's Narrative

ATTACHMENTS:

- A. Staff Informational Analysis
 - i. Background and Informational Analysis
- B. Applicant's Backup Application Materials



TITLE COMMITMENT REVIEW
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 ISSUING AGENCY, AT/LAS TITLE OF SW FLA. INC.
 ISSUING OFFICE: 28091
 ISSUING OFFICE FILE NUMBER: 2021-187
 COMMITMENT NUMBER: 1460961, Revision Number: 4
 COMMITMENT DATE: JULY 23, 2024 AT 11:00 PM
 PROPERTY ADDRESS: 25211 Old 41 Road, Bonita Springs FL 34135
 SCHEDULED Bail
 5. Intentionally Deleted AS,
 6. Lien Number 286-134, recorded in O.R. Book 1898, Page 542 and amended by
 Number 286-134A, recorded in O.R. Book 1910, Page 1322, Public Records of Lee County,
 Florida.
 7. Intentionally Deleted AS,
 8. Notice of Development Order recorded in O.R. Book 1890, Page 3364, Public Records
 of Lee County, Florida, AFFECTS THE PARCEL SURVEYED AND CANNOT BE PLOTTED.
 9. Lee County Ordinance No. 86-14 recorded November 30, 1990 in O.R. Book 2189,
 Page 3261, and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public
 Records of Lee County, Florida.
 AFFECTS THE PARCEL SURVEYED AND CANNOT BE PLOTTED.
 10. Waterline Easement in favor of Bonita Springs Water System, Inc., a Florida
 corporation, contained in instrument recorded March 5, 2003 in O.R. Book 3861, Page 3903,
 Public Records of Lee County, Florida.
 AFFECTS THE PARCEL SURVEYED AND IS PLOTTED HEREON.
 11. Intentionally Deleted AS,
 12. Utility Easement in favor of Bonita Springs Utilities, Inc., a Florida not-for-profit
 corporation, contained in instrument recorded September 10, 2004 in O.R. Book 4425, Page
 3881, and re-recorded in O.R. Book 4515, Page 4815, Public Records of Lee County, Florida.

[illegible]

GENERAL NOTES:
• BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM OF 1983/1989 ADJUSTMENT (NAD83/89) FLORIDA WEST ZONE. WITH THE SOUTH HEMISPHERE LINE OF SAID PARCELS SURVEYED BEING 80° 00' 00" WEST. THE PROPERTY IS CONTIGUOUS AND CLOSURES AS WRITTEN ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM, 1988.
(A.A.D.)
• THE PARCELY SURVEYED HAS ACCESS TO OLD U.S. 41, A PUBLIC RIGHT-OF-WAY.
• THE PROPERTY SURVEYED HAS 10 STIPED PARKING SPACES.
• THE PROPERTY SURVEYED IS DESCRIBED AS REF. FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
• PROPERTY LIES WITHIN FLOOD ZONES X AND AE13.4 PER FLOOD INSURANCE RATE MAP COMMUNITY PANELS #1207/C0958H AND #1207/006866. DATED NOVEMBER 17, 2022.
• NOTE: THE PROPERTY PARCELS SURVEYED AND THE LEGAL DESCRIPTION OF THE PARCELS SURVEYED CLOSURES AS WRITTEN. THE PARCELS SURVEYED HAS ACCESS TO OLD U.S. 41 ROAD (COUNTY ROAD 8871) A PUBLIC R.O.W.
• PREVIOUSLY THIS SITE WAS SPLIT IN (2) OWNERSHIP AS SHOWN ON THE LEGAL DESCRIPTION AND PARCELS ON THE SURVEY. SITE IS NOW UNDER ONE OWNERSHIP.

PROPERTY IS CURRENTLY ZONED "CPD" (COMMERCIAL PLANNED DEVELOPMENT DISTRICT) PER THE PZR SITE NUMBER: 171351-11 OLD 4 DATED 03/28/2024 REPORT FOR: RV STORAGE SITE 25211 OLD 4 ROAD.

MINIMUM SETBACKS ARE AS FOLLOWS:

- (1) FRONT YARD: 25 FEET.
- (2) SIDE YARD: 10 FEET.
- (3) REAR YARD: 40 FEET.

PARKING NOTE
SITE CONTAINS 10 STRIPED PARKING SPACES AS SHOWN ON SURVEY.

ENCROACHMENT NOTE

AT TIME OF SURVEY THERE ARE METAL CONTAINERS STORED WITHIN THE NEAR SETBACK AS SHOWN ON THE SURVEY. PORTION OF ASPHALT PARKING LOT ENCOACH INTO WATERLINE EASEMENT AT SHOWN ON THE SURVEY.

1. ENTRY ASPHALT DRIVE ENCOACHES INTO 15' UTILITY EASEMENT (U) AS SHOWN ON THE SURVEY.

THE 8" CHAIN LINK FENCE ENCOACHES INTO THE 15' UTILITY EASEMENT, THE STORMWATER DRAINAGE EASEMENT AND THE SLOPE/STABILIZATION EASEMENT AS SHOWN ON THE SURVEY.

John P. Maloney
JOHN P. MALONEY, P.S.M. #LS 4493

TITLE: **ALTA/NSPS LAND TITLE SURVEY**
BEING A PART OF SECTION 22,
TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA.



CLIENT:		
FORAGER REAL ESTATE PARTNERS, INC.		
PROJECT NO.	SHEET #:	DRAWING NO.:
S-BON-FORA-OL41	2 OF 2	S-BON-FORA-OL41-DO-ALTA.dwg

1. THIS PLAN ASSUMES ALL STORMWATER MANAGEMENT TO BE PROVIDED IN AN UNDERGROUND VAULT SYSTEM.
2. THIS CONCEPT PLAN LAYOUT IS SUBJECT TO CHANGE AS A RESULT OF NEW INFORMATION, REQUIREMENTS, REQUESTS, AND FEEDBACK FROM PERMITTING ENTITIES.

EXISTING ZONING: CC
EXISTING USE: MOOSE LODGE

EXISTING ZONING: IL
EXISTING USE: MARINE CONCRETE MANUFACTURING

LEGEND

	PROPOSED BUILDING		100' SETBACK
	PROPOSED PAVEMENT		330' SETBACK
	PROPOSED CONCRETE		PROPOSED FENCE/ WALL

△ PARKING NOTE:

PARKING PROVIDED SHALL MEET CITY OF BONITA SPRINGS LAND DEVELOPMENT CODE REQUIREMENTS AT TIME OF DEVELOPMENT ORDER.

△ PROPERTY DEVELOPMENT REGULATIONS

BUILDING SETBACKS			
REQUIRED			
NORTH	EAST	SOUTH	WEST
15'	40'	30'	25'
PROVIDED			
BUILDING SETBACKS SHALL MEET MINIMUM REQUIREMENTS AT TIME OF DEVELOPMENT ORDER			
LANDSCAPE BUFFERS			
REQUIRED			
NORTH	EAST	SOUTH	WEST
5' TYPE A	15' TYPE B	25' TYPE F	15' TYPE D
PROVIDED			
BUILDING SEPARATION SHALL MEET MINIMUM REQUIREMENTS AT TIME OF DEVELOPMENT ORDER			
OPEN SPACE			
REQUIRED			
10.0 AC * 20% = 2.00 AC.			
PROVIDED			
OPEN SPACE SHALL MEET MINIMUM REQUIREMENTS AT TIME OF DEVELOPMENT ORDER			

EXISTING ZONING: IPD
EXISTING USE: BERNWOOD BUSINESS PARK

EXISTING ZONING: MPD
EXISTING USE: BONITA ISLES RESIDENTIAL COMMUNITY

DEVIATIONS:

- ① DRIVEWAY SEPARATION
- ② PERIMETER PLANTING (<10% GFA)
- ③ CONSUMPTION ON PREMISE (NO SEPARATION REQUIREMENTS FROM RELIGIOUS FACILITY, SCHOOL [NONCOMMERCIAL], DAY CARE CENTER (CHILD, PARK, OR DWELLING UNIT))

SCALE: 1" = 40'

SHEET: THE FOUNDRY -
MASTER CONCEPT PLAN (1 OF 2)



REVISIONS		
△	02/02/2025	REV PER CITY OF BONITA CPD RAI #1
△	04/24/2025	REV PER CITY OF BONITA CPD RAI #2
△	06/19/2025	REV PER CITY OF BONITA CPD RAI #3
REV.	DATE	DESCRIPTION

SCHEDULE OF USES

ALL BUILDINGS

- ADMINISTRATIVE OFFICES
- ANIMALS: CLINIC OR KENNEL, INDOOR ONLY, NO OUTDOOR RUNS
- AUTO PARTS STORE
- AUTO REPAIR AND SERVICE, GROUP I AND II, INDOOR ONLY
- BANKS AND FINANCIAL ESTABLISHMENTS, GROUP I AND II
- BOAT PARTS STORE
- BOAT REPAIR AND SERVICE, INDOOR ONLY
- BOAT SALES
- BUILDING MATERIAL SALES AND SERVICE, GROUP I AND II
- BUSINESS SERVICES, GROUP I, AND GROUP II
- CLEANING AND MAINTENANCE SERVICES
- CONTRACTOR AND BUILDERS, GROUP I AND II
- FENCES, WALLS
- FOOD AND BEVERAGE SERVICE, LIMITED
- FOOD AND KINDRED PRODUCTS, GROUP I
- FOOD STORES, GROUP I AND II
- HARDWARE STORE
- HOBBY, TOY, AND GAME SHOPS
- HOUSEHOLD AND OFFICE FURNISHING, GROUP I
- LAWN AND GARDEN SUPPLY STORE
- NONSTORE RETAILERS; ALL GROUPS
- PAINT, GLASS, AND WALLPAPER
- PERSONAL SERVICES; ALL GROUPS
- PET SERVICE
- PET SHOP
- PRINTING AND PUBLISHING
- PROCESSING AND WAREHOUSING
- REAL ESTATE SALES OFFICE
- RECREATIONAL FACILITIES; GROUPS I, IV
- PRIVATE RECREATIONAL FACILITIES; ON AND OFF SITE
- RELIGIOUS FACILITIES
- RENTAL OR LEASING ESTABLISHMENT; GROUP I, II AND III
- REPAIR SHOPS; GROUP I, II, AND III
- RESEARCH AND DEVELOPMENT LABORATORIES; GROUP II AND IV
- RETAIL AND WHOLESALE SALES
- SCHOOLS; COMMERCIAL AND NONCOMMERCIAL
- SPECIAL RETAIL STORE; GROUP I, II, III
- STORAGE; INDOOR
- STUDIOS
- WHOLESALE ESTABLISHMENT; GROUP III AND IV
- VEHICLE AND EQUIPMENT DEALER; GROUP I, II, III, IV

BUILDINGS 1 & 2 ONLY

- WHOLESALE ESTABLISHMENT; GROUP I**
- MANUFACTURING OF:
 - APPAREL PRODUCTS*
 - ELECTRIC MACHINERY AND EQUIPMENT*
 - FABRICATED METAL PRODUCTS, GROUP II*
 - FOOD AND KINDRED PRODUCTS, GROUP II*
 - LEATHER PRODUCTS, GROUP I*
 - LUMBER AND WOOD PRODUCTS, GROUP I**
 - MEASURING, ANALYZING AND CONTROLLING INSTRUMENTS*

*USE LIMITED TO UNITS WITHIN BUILDINGS 1 & 2 ONLY THAT ARE SETBACK A MINIMUM OF 100 FEET FROM ANY RESIDENTIALLY ZONED PROPERTY UNDER SEPARATE OWNERSHIP PER LDC 4–2014(D).

**USE LIMITED TO UNITS WITHIN BUILDINGS 1 & 2 ONLY THAT ARE SETBACK A MINIMUM 330 FEET FROM ANY RESIDENTIALLY ZONED PROPERTY UNDER SEPARATE OWNERSHIP PER LDC 4–2014(D).

BUILDINGS 3 & 4 ONLY

- WAREHOUSE; MINI, PUBLIC, OR PRIVATE

BUILDINGS 5 & 6 ONLY

- RESTAURANTS; GROUPS I, II, III AND IV
- CONSUMPTION ON PREMISES
- BAR AND COCKTAIL LOUNGE
- PACKAGE STORE

COMMERCIAL PLANNED DEVELOPMENT REGULATIONS

PLANNED DEVELOPMENT SETBACKS:

- FRONT: 25 FEET
- SIDE (ADJACENT TO RESIDENTIAL): 30 FEET
- SIDE (ADJACENT TO COMMERCIAL): 15 FEET
- REAR: 40 FEET

MAXIMUM HEIGHT: 30 FEET
MINIMUM BUILDING SEPARATION: 20 FEET
MAXIMUM LOT COVERAGE: 40%
MINIMUM OPEN SPACE: 20%
MAXIMUM INTENSITY

- 39,500 SQUARE FEET FOR COMMERCIAL/ RETAIL USES,
- 80,000 SQUARE FEE FOR STORAGE/MINI WAREHOUSE USES,
- 70,000 SQUARE FEET FOR LIGHT INDUSTRIAL USES.

SCALE: N/A

SHEET: THE FOUNDRY -		
SCHEDULE OF USES AND DEVELOPMENT REGULATIONS		
REVISIONS		
	02/02/2025	REV PER CITY OF BONIT- CPD R-I #1
	04/24/2025	REV PER CITY OF BONIT- CPD R-I #2
	06/19/2025	REV PER CITY OF BONIT- CPD R-I #3
REV.	DATE	DESCRIPTION

**Old 41 CPD****Exhibit IV-H: Schedule of Deviations and Justifications***REVISED JUNE 2025*

Deviation (1) requests a deviation from LDC §3-291(a) which requires a driveway separation of 660 feet on arterial roadways; to allow a separation of 459.51 feet to nearest driveway the north and 587.29 feet from the nearest driveway to the south.

JUSTIFICATION: The CPD will utilize the existing ingress and egress drive isle during the redevelopment of the site. However, this access location does not comply with the 660-foot separation requirement on arterial roadways within the City of Bonita Springs.

The current ingress/egress location has been in use as the main access point to the site. Maintaining this location leverages an established access point without creating new impacts on surrounding roadways, access locations, or traffic flow.

The property has 675 feet of frontage on Old 41 Rd and existing access points on neighboring properties restrict the proposed MCP from providing an alternative access point that would meet the separation distance required on arterial roads. Maintaining the existing driveway location allows for the continued efficient operation of the site without the need for disruptive modifications that would still result in the need for the deviation given the street frontage. The current location is optimal for site access and has been designed to accommodate the site's specific needs for the new development, including traffic flow, loading/unloading zones, and pedestrian access. The access location will comply with all other development standards in the LDC.

Deviation (2) requests a deviation from LDC §3-417(b) which requires all new commercial components of planned development districts must provide building perimeter plantings, these planting areas must be located abutting all sides of the building, (not including the loading area); to allow perimeter planting not be located abutting all sides of the building.

JUSTIFICATION: The permitted uses within the CPD allow for various commercial, storage, and mini-warehouse uses throughout the site, some of which may require vehicular access inside the buildings. This necessity restricts the placement of required plantings surrounding the buildings on all sides.

In lieu of full perimeter plantings around each building, the design incorporates landscaped end caps, which serve as inviting common areas for patrons and employees to enjoy during their leisure time. These spaces will create small pockets of greenery, offering areas for relaxation and gathering, fostering a sense of community within the development.

Additionally, to further support landscaping and community interaction goals, the site design features landscape islands within the parking areas. These islands will include

trees and greenery to enhance the visual appeal of the site and provide much-needed shade and cooling in the parking zones.

By focusing on key areas such as the Old 41 Road buffer, parking lot landscape islands, and communal green spaces, the development maintains the intent of the landscape code while providing additional functional and aesthetic benefits. This approach ensures the site will be visually appealing, environmentally responsible, and equipped with thoughtfully designed common spaces that enhance the overall experience for visitors and employees. We believe this deviation strikes a balance between practical site needs and landscaping goals, resulting in a harmonious and well-integrated development.

Deviation (3) requests a deviation from LDC § 4-1022(4), which establishes distance requirements for Consumption on Premises and Off-Premises from any religious facility, school (noncommercial), day care center (child), park or dwelling unit; to allow no separation distance requirement for consumption on premises and off-premises.

JUSTIFICATION: All proposed uses are consistent with the intent of the Commercial Planned Development (CPD) zoning district, which is designed to promote a mix of uses and flexible site design. The CPD includes several compatibility measures to mitigate impacts, including a 25-foot Type F landscape buffer with a fence along the southern property boundary to provide visual and physical separation from adjacent residential uses.

Consumption-related activities will occur within enclosed buildings or designated outdoor areas that comply with applicable noise, lighting, and operational standards. The project's internal circulation and site design further minimize potential conflicts by limiting external access and concentrating commercial activity internally.

The subject site is primarily surrounded by commercial and conservation uses, with no direct access through residential neighborhoods. As such, the deviation will not result in adverse impacts and is necessary to support the integrated mix of uses envisioned for the CPD, contributing to the site's economic viability and functional design.



OLD 41 CPD

Exhibit II-E-2 - Request Narrative & Bonita Plan Compliance

Revised June 2025

I. Request

Forager Real Estate Inc (“Applicant”) is requesting approval to rezone an approximately 10+/- acre property (“Property”) located at 25211 Old 41 Road from the Cussons Commercial Planned Development (CPD) to the Old 41 CPD zoning district. The rezoning will enable redevelopment of the site to accommodate up to 170,000 square feet of a mix of commercial, light industrial, and storage/mini-warehouse uses across a single platted lot. The project is proposed to be served by central water and sewer.

The proposed CPD allows for a diversified blend of uses intended to support the economic vitality of the Old 41 corridor, provide employment opportunities, and serve nearby residential communities. Buildings will not exceed 30 feet in height, and the layout has been carefully planned to address compatibility with adjacent residential properties.

II. Property Information and Site Description

The Property comprises 10+/- acres of land and is located at 25211 Old 41 Road. The subject parcel is located fronting on the east side of Old 41 Road, approximately ¼ mile south of the intersection of Ten Eight Street and Old 41 Road. Access to the Property is from Old 41 Road, a four-lane arterial roadway with an existing right turn lane.

The site was rezoned in 2004 from Agriculture (AG-2) to Cusson’s Commercial Planned Development (CPD) by Ordinance 04-16. The CPD permitted 126,600 square feet of commercial square footage with uses including, but not limited to, RV sales and storage, mini warehouse, vehicle dealer and fast-food restaurant.

Current conditions

The property consists of a 9,000+/- square foot warehouse and a 1,445+/- square foot caretaker’s unit. Additionally, located in the northwest corner of the site is a prefabricated metal building and a two-story stilt structure.

The property is currently leased to a landscape wholesale company which sells supplies material for contractors and offers additional light industrial and commercial services as expected from a landscape supplier.

III. Surrounding Land Uses

The Property is located in a highly developed area of the City where both industrial and commercial uses interface with single-family residential uses. Surrounding land uses include a mix of residential, commercial, and industrial uses as further detailed below.



Table 1: Inventory of Surrounding Lands

Direction	Future Land Use	Zoning	Existing Land Use
North	Industrial	IG, CC	Restaurant, Marine Concrete Manufacturing Facility, Warehouses
South	General Commercial	MPD	Bonita Isles Single Family Residential Community
East	General Commercial	MPD	Bonita Isles Single Family Residential Community
West	Industrial	IPD	Flexible Commercial Shopping Center

The property directly to the north is the Bonita Springs Moose Lodge. Continuing north along Old 41 Road is a marine concrete fabrication facility, a concrete supplier, and various warehouses.

The east and south property lines abut property owned by the Bonita Isles single family residential community. The east property line connects to preserve areas within the Bonita Isles MPD, while the south property line abuts an open space and conservation easement, which also contains stormwater retention for the development.

The west property line fronts Old 41 Road. Across the four-lane arterial roadway is a commercial shopping center with various retail businesses, with additional commercial and light industrial uses further north.

IV. Proposed Development

Through this rezoning application, the Applicant proposes a flexible, multi-tenant commercial planned development consisting of six buildings, on-site surface parking, stormwater facilities, and associated infrastructure on a single platted lot.

Each of the six buildings will be limited to a maximum height of 30 feet, and no residential uses are proposed. The project has been designed with consideration for adjacent residential properties, including the incorporation of landscape buffers, setbacks, and clear limitations on building use and truck traffic. The site will be accessed from Old 41 Road via one existing access points shown on the Master Concept Plan, and allocation for a future connection to the northern commercial property for future consideration.

Perimeter landscaping will comply with the Land Development Code (LDC) and includes a Type buffer with 25 feet of separation and an 8-foot chain link fence adjacent to Bonita Isles residential to the east and south. A Type D buffer is proposed along Old 41 Road and the rear western property line, while a Type A buffer is provided along the northern commercial property line. Additional landscape areas are integrated throughout the site, including at dumpster enclosures, in parking rows, and along building facades. All required buffer widths and plant quantities have been met or exceeded.

The two buildings fronting Old 41 Road (Buildings #5 and #6) are oriented to create a pedestrian-friendly, street-activated environment with parking directly accessible from the building entrances.

The remaining four buildings (Buildings #1–4) are oriented east-west and north-south and accommodate a mix of uses. All required parking is provided on site in accordance with the LDC.

Stormwater management will be addressed through underground stormwater chambers located beneath the primary parking area, as outlined in the accompanying Stormwater Management Plan.

Proposed Uses

The proposed CPD includes a balanced mix of commercial, light industrial, and storage/mini-warehouse uses, designed to be compatible with the surrounding land uses and consistent with the intent of the Commercial Future Land Use designation.

Buildings #5 and #6, located along the Old 41 Road frontage, are designated for a variety of commercial and retail uses, benefiting from visibility and direct access. These buildings are intended for uses such as professional offices, retail shops, restaurants, and customer-serving businesses that activate the street frontage and serve the daily needs of surrounding neighborhoods.

Buildings #1 and #2 are limited to light industrial and hybrid warehouse uses, all of which are consistent with those permitted in the CPD zoning district and comparable to uses allowed in conventional commercial zoning (C-1 and C-2). These uses include light fabrication, assembly, repair services, or tech-based business operations that are low-impact, fully enclosed, and generate minimal to no noise, odor, or traffic. To ensure compatibility, light industrial uses are limited in square footage to a maximum of 70,000 square feet and are restricted to Buildings #1 and #2 only.

Buildings #3 and #4 are intended for mini-warehouse/self-storage use, including mezzanine space, with a total square footage of 80,000 square feet. These structures are internal to the site and buffered from residential properties by both distance and landscaping. Their location, design, and operation inherently produce minimal external impacts, with no outdoor storage or customer traffic beyond light vehicle access.

To further ensure compatibility with the adjacent residential community, the CPD:

- Does not include higher-impact light industrial uses;
- Limits light industrial uses to locations that meet the required 100-foot or 330-foot setback, as reflected on the revised Master Concept Plan;
- Prohibits semi-truck deliveries, limiting access to small box trucks only;
- Includes signage onsite to reinforce the restriction on tractor-trailer access;
- Conditions of approval to limit the location of specific uses based on proximity to residential zoning;

Additionally, consumption on premises is limited to Buildings #5 and #6 only. These buildings are separated from residential areas and will include indoor restaurant or café-style tenants with no outdoor seating within 500 feet of any residential lot. A deviation has been requested to allow no separation distance requirement for consumption on premises and off-premises from any religious facility, school (noncommercial), day care center (child), park or dwelling unit. No Consumption on Premises or Off-Premises uses are requested in Buildings #1–4.

By limiting use locations, applying specific setback buffers, and defining operational boundaries, the applicant has taken proactive and thoughtful measures to ensure that the proposed development remains compatible with surrounding land uses and contributes positively to the commercial fabric of the Old 41 corridor.

Utilities

The Property is within the Bonita Springs Utilities Service Area and the attached letter of availability demonstrates that there is capacity to serve the property. The proposed development makes efficient use of significant private investment in infrastructure in this area by connecting to available infrastructure.

Public Facilities

The attached Public Infrastructure Map demonstrates additional public facilities and services in the immediate vicinity of the project to serve the proposed development in terms of fire, EMS, schools, and Sheriff's protection.

V. Planned Development General Standards – Land Development Code Section 4-325

(a) All planned developments shall be consistent with the provisions of the Bonita Plan.

The proposed CPD is consistent with the land uses, and development parameters of the General Commercial future land use category and the LDC, except where deviations are requested. The project is also consistent with all other applicable Goals, Objectives and Policies identified below.

(b) All planned developments, unless otherwise excepted, shall be designed and constructed in accordance with the provisions of all applicable city development regulations in force at that time.

The applicant is requesting three deviations. One deviation for the separation requirement between access points. The property is constrained by the available frontage and existing accesses to the north and south, which make it impossible to maintain a minimum separation of 660 feet. The attached TIS demonstrates that the existing location is sufficient to serve the property. Therefore, the applicant is maintaining the existing drive access from Old 41 Road. The second deviation is for a reduction in perimeter plantings requirements surrounding the structures on site. The site provides ample landscaping along Old 41 Rd, parking island landscaping and common green space along two of the required three sides per building which complies with the intent of code requirement. The third deviation is a request for no distance requirements for Consumption on Premises and Off-Premises from any religious facility, school (noncommercial), day care center (child), park or dwelling unit. The site design provides ample separation and buffer elements to create a physical separation from the possible consumption on Premises and Off-Premises therefore having no intended impact on the surrounding developments or businesses.

More information regarding the proposed deviations is available in the attached Exhibit IV-H Schedule of Deviations Justifications.

(c) The tract or parcel proposed for development under this article must be located so as to minimize the negative effects of the resulting land uses on surrounding properties and



the public interest generally, and must be of such size, configuration and dimension as to adequately accommodate the proposed structures, all required open space, including private recreational facilities and parkland, bikeways, pedestrian ways, buffers, parking, access, on-site utilities, including wet or dry runoff retention, and reservations of environmentally sensitive land or water. In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian and cyclist activity and community interaction.

The site is located between residential, commercial, and industrial uses, therefore providing for a unique opportunity to offer less intense commercial uses to act a buffer between heavy industrial and residential uses.

The proposed uses and site plan provides an improved transition in non-residential intensities than the current use which includes outdoor storage and intensive commercial uses. The proposed development reduces commercial intensity and provides increased setbacks from the Bonita Isles community.

The MCP identifies the location for the proposed commercial buildings. The project provides the required open space and stormwater treatment in accordance with of the requirements in the LDC. Pedestrian infrastructure including cross walks and sidewalks will be provided on a scale that is appropriate for a commercial development. The Applicant is not seeking a deviation from the open space requirements set forth in the LDC, which requires the project to provide 20% open space.

All proposed buffers comply with the standards in LDC section 3-418 and LDC section 4-2074 for self-storage facilities.

(d) The tract or parcel shall have access to existing or proposed roads:

(1) In accordance with chapter 3 and as specified in the Bonita Plan traffic circulation element or the official trafficways map of the county;

(2) That have either sufficient existing capacity or the potential for expanded capacity to accommodate both the traffic generated by the proposed land use and that traffic expected from the background (through traffic plus that generated by surrounding land uses) at a level of service D or better on an annual average basis and level of service E or better during the peak season, except where higher levels of service on specific roads have been established in the Bonita Plan; and

(3) That provide ingress and egress without requiring site-related industrial traffic to move through predominantly residential areas.

The TIS submitted with the CPD application is consistent with the methodology required for a zoning-level traffic analysis in the City of Bonita Springs. The TIS concludes that the proposed development will meet or exceed the Level of Service requirements.

(e) If within the Lee Tran public transit service area, the development shall be designed to facilitate the use of the transit system.

The site is within the Lee Tran public service area and within walking distance to multiple bus stops. Included with the submittal is a Public Transit Map which shows eight (8) bus stops within a 2 miles radius. Specifically, two stops less than a ½ mile south along Old 41 Rd, two stops less than ½ mile away on Bernwood Parkway, and four stops along U.S.41. Aerial imagery shows a continuous sidewalk along the roadways providing a safe walking path to the transit stops.

(f) Development and subsequent use of the planned development shall not create or increase hazards to persons or property, whether on or off the site, by increasing the probability or degree of flood, erosion or other danger, nor shall it impose a nuisance on surrounding land uses or the public's interest generally through emissions of noise, glare, dust, odor, air or water pollutants.

The development will adhere to stringent local, state, and federal regulations designed to mitigate risks related to flooding, erosion, and other environmental dangers. Underground storage chambers will be utilized on the site which are explained further in the Stormwater Management Plan. The effective use of the underground stormwater retention and adherence to Stormwater Management Plan will ensure the probability and degree of flood or erosion-related issues for the site are not increased.

The development does not impose a nuisance on surrounding land uses or the public interest. To achieve this, the project will incorporate buffering measures, including fences, vegetation, and setbacks, to shield the adjacent residential community from any potential emissions of noise, glare, dust, odor, or pollutants. Additionally, the design and construction of the buildings will utilize modern, environmentally friendly technologies and materials to minimize emissions and environmental impact. The development will follow best practices for air and water quality management, ensuring that it does not contribute to pollution or degrade the surrounding natural environment.

(g) Every effort shall be made in the planning, design and execution of a planned development to protect, preserve or to not unnecessarily destroy or alter natural, historical or archaeological features of the site, particularly mature native trees and other threatened or endangered native vegetation. Alteration of the vegetation or topography that unnecessarily disrupts the surface water or groundwater hydrology, increases erosion of the land, or destroys significant wildlife habitat is prohibited. That habitat is significant that is critical for the survival of rare, threatened or endangered species of flora or fauna.

A Master Site File letter was received for the property which states no significant archeological potential exists on the site. No species listed as endangered, threatened, or species of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) or the United States Fish and Wildlife Service (FWS) that could potentially occur on the subject parcel according to the Lee County Protected Species Ordinance were identified during the field survey. In addition to the site inspection, a search of the FWC species database revealed no known protected species within or immediately adjacent to the project limits.

(h) A fundamental principle of planned development design is the creative use of the open space requirement to produce an architecturally integrated human environment. This shall be coordinated with the achievement of other goals, e.g., the preservation or conservation of environmentally sensitive land and waters or archaeological sites.

The proposed plan demonstrates a thoughtful approach to mixed commercial design, particularly in its use of open space to create a cohesive and environmentally conscious environment while providing needed commercial elements for the community. The site was designed to be compliant with all landscape buffer requirements and with more than ten percent of plantings provided around the commercial buildings which aligns well with the fundamental principle of using open space creatively to achieve a balance between development and the conservation of green space and environmentally sensitive areas.

(i) Site planning and design shall minimize any negative impacts of the planned development on surrounding land and land uses.

The MCP minimizes any negative impacts on surrounding land and land uses through careful site planning and design. The design incorporates all required buffers, including landscaping and an optional fence adjacent to residential uses. The redevelopment of the site in the proposed MCP will improve compatibility with surrounding land uses through complying with updated code requirements, and buffers not required by previous approvals.

(j) Where a proposed planned development is surrounded by existing development or land use with which it is compatible and of an equivalent intensity of use, the design emphasis shall be on the integration of this development with the existing development, in a manner consistent with current regulation.

To the north, the property is adjacent to the Bonita Springs Moose Lodge and a corridor of existing industrial and warehouse uses along Old 41 Road, establishing a natural transition for the proposed light industrial and commercial components of the development. To the east, the site abuts conservation areas within the Bonita Isles residential community, and to the south, it abuts that community's designated stormwater management area. These adjacent residential uses are buffered by enhanced landscaping and setback design features, including a 25-foot Type F landscape buffer with an 8-foot screened fence, ensuring compatibility and minimizing visual and functional impacts.

To the west, the property fronts Old 41 Road and faces an existing retail shopping center further reinforcing the commercial context and supporting the City's goals of strengthening the Old 41 corridor. The development's design emphasizes integration by orienting buildings and site access to complement surrounding uses, reinforcing an appropriate mix of commercial, retail, and light industrial functions. All uses are clearly delineated and conditioned to prevent incompatibility, while maintaining consistency with the CPD zoning district and applicable land development regulations. The proposed CPD reflects a compatible infill development that enhances the area's commercial fabric while preserving the character of adjacent neighborhoods.

(k) Where the proposed planned development is surrounded by existing development or land use with which it is not compatible or which is of a significantly higher or lower intensity of use (plus or minus ten percent of the gross floor area per acre if a commercial or industrial land use, or plus or minus 20 percent of the residential density), or is surrounded by undeveloped land or water, the design emphasis will be to separate and mutually protect the planned development and its environs

The development was designed to ensure compatibility with its surroundings, particularly where there is a difference in land use intensity. The site is surrounded by single family residential, commercial shopping center, industrial and warehouse uses. The site uniquely is located between a concrete manufacture operation and the Bonita Isles residential development with smaller scale commercial businesses to the west. The development orients parking and sidewalks adjacent to the buildings to be facing internal therefore utilizing the buildings as a noise and light buffer for the adjacent residents. A 30-foot Type F buffer is located between drive aisles are located within 125 feet of residential development.

(l) In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian activity and community interaction.

The proposed development includes a variety of building types and uses, such as commercial flex units and hybrid warehouses, arranged in a manner that encourages walkability and connectivity within the development. By incorporating defined pathways, the design promotes ease of movement for pedestrians while facilitating access between different parts of the development.

(m) In order to enhance the viability and value of the resulting development, the designer shall ensure the internal buffering and separation of potentially conflicting uses within the planned development.

The applicant does not anticipate any conflicting uses within the development. The site plan strategically positioned the commercial units fronting the right-of-way to provide ample opportunity for residents to patronize the businesses. The hybrid warehouse and flexible commercial uses more internal to the site require less street frontage visibility to enhance the viability and value of the development.

(n) Density or type of use, height and bulk of buildings and other parameters of intensity should vary systematically throughout the planned development. This is intended to permit the location of intense or obnoxious uses away from incompatible land uses at the planned development's perimeter, or, conversely, to permit the concentration of intensity where it is desirable, e.g., on a major road frontage or at an intersection.

The proposed MCP demonstrates a consistent theme for building use, height, and design. Commercial uses are strategically placed along Old 41 Road, a major road frontage, to enhance accessibility and visibility. This arrangement minimizes potential conflicts and ensures a harmonious integration of different uses within the development, optimizing both functionality and compatibility with surrounding areas.

(o) Unless otherwise provided for in this article, minimum parking and loading requirements shall be as set forth in article VI, divisions 25 and 26, of this chapter. Where it can be reasonably anticipated that specified land uses are generators of occasional peak demand for parking space, a portion of the required parking may be pervious or semi-pervious surfaces subject to the condition that it be constructed and maintained so as to prevent erosion of soil. In all cases, however, sufficient parking shall be provided to prevent the spilling over of parking demand onto adjacent properties or rights-of-way at times of peak demand.

The proposed development plans to meet the minimum parking requirements set forth in Article VI, Divisions 25 and 26 at the time of Development Order. Additionally, the site includes a designated loading zone behind Buildings #5 and #6, which does not interfere with traffic flow or reduce the availability of parking while in use. Therefore, the development is designed to prevent any adverse impact on neighboring areas and fully complies with the intent of the article to provide sufficient parking.

(p) Joint use of parking by various land uses within the planned development may be permitted by special condition where it can be demonstrated or required that the demand for parking by the various uses will not conflict. Joint parking agreements between uses within and uses without the planned development shall be governed by agreement per general regulation (see section 4-1730), without exception.

Joint parking is not included in the proposed MCP. Required parking is calculated for each use individually.

(q) Internal consistency through sign control, architectural controls, uniform planting schedules and other similar controls is encouraged.

The development complies with all LDC requirements with three deviations requested for access separation, a reduction in perimeter plantings, and the allowance for consumption on and off premises without a minimum distance requirement. The developer will establish consistent signage, landscape design, and architectural design to provide a site that is cohesive and internally consistent.

IV. Public Hearing – Land Development Code Section 4-299(a)(2) and (4).

The applicant understands the criteria and process for the public hearing before the zoning board, including the requirement for formal findings addressing the guidelines set forth in Section 4-131. The proposed mix of uses is appropriate for the subject location, as it aligns with the Comprehensive Plan and Commercial FLU and zoning objectives. The planned development has been designed to prioritize compatibility with surrounding land uses through buffering, strategic site layout, and adherence to applicable regulations, ensuring minimal impact on adjacent residential and commercial properties. The recommended conditions tied to the concept plan and applicable regulations provide robust safeguards to the public interest, addressing traffic, stormwater, and environmental considerations while preserving public safety. Additionally, the conditions are directly related to mitigating potential impacts on the public's interest, such as truck traffic limitations, enhanced landscaping, and the incorporation of multimodal facilities along Old US 41.

For any requested deviations, each is designed to enhance the achievement of the planned development's objectives by promoting a cohesive design that maximizes functionality and compatibility within the site's constraints. Furthermore, all deviations align with the intent of protecting public health, safety, and welfare, ensuring a balanced approach to meeting development goals and addressing community concerns. We are prepared to provide detailed justification, complimentary to the justification stated in Exhibit IV-H, Schedule for Deviations, for the proposed uses, conditions, and deviations at the public hearing, ensuring that the zoning board has the necessary information to support a favorable recommendation to the city council.

IIV. Bonita Plan Internal Consistency Narrative



The following is an analysis of how the proposed Commercial Planned Development is consistent with the goals, objectives, and policies (GOPs) of the City of Bonita Springs Comprehensive Plan (Bonita Plan). The adopted GOP headings are listed in **bold**, and the Applicant's compliance analysis is provided below.

(FUTURE LAND USE) Goal 1: A balanced land use pattern that promotes a high quality of life and allows for a variety of land uses, densities and intensities and the preservation and stabilization of existing neighborhoods; encourages mixed use development; promotes an efficient transportation system; preserves the natural environment and economic vitality of the community; and, is consistent with the availability of essential services.

The proposed CPD will enable a diverse range of commercial uses ensuring adaptability to varying market demands and community needs, thereby promoting a high quality of life. By allowing for various multi-occupant commercial spaces and industrial uses, the development encourages a mixed-use environment, creating opportunities for businesses to provide a range of services and goods to the community. The proposed development's location and design will support an efficient transportation system by potentially reducing the need for long commutes, as residents will have access to a variety of services and businesses within a single, nearby development. The proposed development is in line with the availability of essential services, as the development will be designed to take advantage of existing infrastructure investments, ensuring that it complements the community's needs and resources while maintaining required levels of service.

(FUTURE LAND USE) Objective 1.11: Development orders and permits for new development or redevelopment shall be issued only if public facilities and services for potable water, sanitary sewer, solid waste, and stormwater management are necessary to meet the City's adopted Level of Service (LOS) standards are available concurrent with the impacts of the development.

(FUTURE LAND USE) Policy 1.11.1: Level of Service (LOS) Standards

As evidenced in the attached letter of availability and the existing development pattern along the Old 41 corridor, all required public facilities and services are available to serve the proposed development.

(FUTURE LAND USE) Policy 1.1.14: General Commercial - Intended to accommodate a wide range of commercial uses serving the general population of the City. This designation recognizes, but is not specifically limited to, properties that have been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan.

- a. **Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre within the approximately 1,468 acres of gross land area in the land use category; and mixed residential and commercial use in planned developments.**

The proposed development aligns with the intended uses outlined in the policy by offering a mix of commercial services, light industrial, retail, and hybrid warehouse uses. This development approach allows for diverse commercial retail and service uses that will cater

to both residents and visitors. The design for various multi-occupant commercial spaces ensures that a wide array of businesses can operate within the property, addressing different community needs and enhancing the economic vitality of the area. This development will create a mixed-use environment that encourages the coexistence of commercial and light industrial uses, which already exists on the site, with the surrounding residential neighborhood to the south.

(FUTURE LAND USE) Policy 1.1.22: In order to minimize incompatibility when commercial, industrial or more intensive land uses share a common boundary with residential land uses, lower intensity uses shall be located adjacent to residential uses and the Land Development Code shall include provisions for buffering in the form of fences, walls, vegetation or spatial buffers to minimize the impacts upon the residential use.

The subject property abuts a single-family residential community to the south. To address potential concerns, the applicant proactively held a meeting with the Homeowners Association Board of Bonita Isles Community to discuss the project. The primary takeaway from this meeting was the need to enhance buffering along the property line to mitigate any adverse impacts on the adjacent residential community. In line with the criteria. Additionally, the development will comply with the Land Development Code provisions by incorporating all required buffers. These measures will include a combination of fences, vegetation, and spatial buffers to create a visual and physical barrier, thereby reducing noise, light, and other impacts on the residential properties. The buffering will provide a transition zone that respects the residential character while allowing the commercial development to serve the broader community. By designing the project with the neighboring residential community in mind and integrating effective buffering strategies, the proposed development will harmoniously blend with the surrounding residential areas, fostering a balanced and sustainable urban environment.

(TRANSPORTATION) Goal 1: To develop a safe and efficient multi-modal transportation network that provides for optimal access to the City's major activity centers; accommodates the forecasted transportation demands through the integration and enhancement of bicycle, pedestrian, transit and vehicular infrastructure; provides for interconnections between neighborhoods and developments while enhancing neighborhood and community character; is aesthetically pleasing; and, compliments the urban and natural environment of Bonita Springs

Policy 1.6.1: When considering changes in land use densities and transportation programs, the City shall evaluate the effect upon traffic generation, levels of service, and the potential need for, or impact upon, public transportation services.

The attached TIS has demonstrates that all analyzed roadways are projected to operate at acceptable Levels of Service with the increase of non-residential units and corresponding decrease in commercial entitlements. Sidewalk and bikeway facilities will comply with the minimum requirements in the LDC.

(TRANSPORTATION) Objective 1.8: Provide opportunities for the reduction of greenhouse gas emissions.

The proposed development offers a flexible commercial community style design which allows for diverse commercial retail and service uses. The inclusion of multi-occupant commercial space with pedestrian facilities supports an efficient transportation system by

reducing the need for additional commutes and offering essential services within proximity to local residents as well as bicycle and pedestrian opportunities.

(TRANSPORTATION) Goal 2: To implement a multi-modal transportation system along Bonita Beach Road using complete streets principles that ensures the safety of all users; equitable accommodation of all modes of transportation; the interconnection of the built and natural environment with transportation infrastructure; and facilitates a grid street network that mitigates congestion and links neighborhoods.

(TRANSPORTATION) Policy 2.4.3: Encourage mixed-use, walkable and well-integrated land uses in identified quadrant, and discourage strip commercialization and development patterns that are solely auto oriented.

The proposed CPD provides for internal pedestrian activity and will provide connection to planned off-site sidewalks located on Old 41 Rd. The CPD is a mixed-use development including both commercial and industrial land uses and avoids strip commercialization.

(INFRASTRUCTURE) Potable Water Sub-Element: Objective 1.2: To ensure an adequate supply of potable water, the City shall increase its role in influencing private utility providers about service alternatives, facility locations, and conservation of resources.

The project will connect to Bonita Springs Utilities for potable water service. The attached letter of availability demonstrates available capacity exists to serve the proposed project.

(INFRASTRUCTURE) Potable Water Sub-Element: Objective 2.2: In order to reduce demand for potable water, and consistent with the State's water policy to encourage and promote water conservation and the reuse of reclaimed water, the City shall require the use of reclaimed or other alternative irrigation water for irrigation purposes and other authorized uses in areas where franchised utility companies have constructed or operate a reclaimed or other alternative irrigation water distribution system.

A letter obtained from Bonita Springs Utilities dated August 21, 2024, confirms the Plant capacities are adequate and as the site develops we will be required to install all off-site and on-site utility line extensions necessary to provide service to the project in accordance with Bonita Springs Utilities, Inc. specifications. Additionally, Potable water is available for irrigation use as no reuse water is available in proximity to the subject property.

(INFRASTRUCTURE) Sanitary Sewer Sub-Element: Objective 1.1: The City shall continue to ensure the provision of acceptable levels of sanitary sewer service throughout the City, indirectly through franchised utility companies.

Bonita Springs Utilities serves this project site with a sanitary sewer main that is available for connection.

(INFRASTRUCTURE) Sanitary Sewer Sub-Element: Objective 1.2: To maintain or enhance water quality within the City.

The project will connect to Bonita Springs Utilities' for centralized sewer service. The attached letter of availability demonstrates available capacity exists to serve the proposed project.

Conservation/Coastal Management Element

(CONSERVATION/COASTAL MANAGEMENT) OBJECTIVE 4.1: Environmentally Critical Areas. Within the coastal planning area, the City of Bonita Springs shall continue to manage and regulate, on an ongoing basis, environmentally critical areas to conserve and enhance their natural functions.

The proposed CPD is not within the City's Coastal Management Area (CMA)/Coastal Planning area.

V. Conclusion

The proposed rezoning of the 10+/- acre property at 25211 Old 41 Road from the Cussons Commercial Planned Development (CPD) to the Old 41 CPD zoning district is a forward-thinking move that will include a flexible commercial community style of development to the City of Bonita Springs.

This development will consist of six separate buildings, accommodating a diverse range of commercial and light industrial uses, including multi-occupant commercial spaces, hybrid warehouses, and commercial businesses. The project is designed to integrate seamlessly into the existing urban fabric, with strategic buffering and thoughtful site planning to minimize any potential impact on the surrounding residential and commercial areas.

The proposed CPD aligns with the City of Bonita Springs Comprehensive Plan, supporting goals related to land use balance, transportation efficiency, and environmental protection. By promoting a mixed-use environment and enhancing the area's commercial corridor, this development will not only provide valuable services to the community but also contribute to the economic vitality, labor market, and overall quality of life in the city.

The proposed development represents a unique redevelopment opportunity for the property, including an increase of 44,000 square feet of non-residential uses. It also enhances compatibility with the neighboring residential community while remaining within the 40% threshold established in the Land Development Code.

The proposed building height, locations, and intensities will be compatible with the densities, intensities and building heights in the surrounding area.

The CPD provides for compatibility with the surrounding neighborhoods through buffers, setbacks, limited access points, and significant preserves and open spaces located adjacent to existing residential communities.

For these reasons, the Applicant respectfully requests approval of the CPD rezoning as proposed.

ATTACHMENT “A”

BACKGROUND AND INFORMATIONAL ANALYSIS:

Introduction/Synopsis

The purpose and intent of the various planned development districts is to further implement the goals, objectives, and policies of the Bonita Springs Comprehensive Plan (Bonita Plan) by providing some degree of flexibility in planning and designing developments as defined in [Land Development Code \(LDC\) 4-200\(2\)](#). The standard of review conducted by the City Staff and other review agencies provides the basis for the City Staff’s recommendation on this rezoning request as outlined in [LDC 4-131\(d\)\(3\)](#) and [LDC 4-299\(a\)\(2\) and \(4\)](#). This recommendation is then presented to the City Council which has the final decision-making authority.

This request is to rezone the subject property into a Commercial Planned Development (CPD) to allow for up to six buildings, to include a variety of retail, commercial, office, professional service, mini-warehouse, manufacturing and light industrial uses. No residential uses are proposed. The Master Concept Plan can be found in **Exhibit B**.

Master Concept Plan

The rezoning request includes a two (2) page Master Concept Plan (**Exhibit B**), that depicts the proposed Master Concept Plan; Site Summary, Open Space calculations, Deviations, Development Regulations, and Schedule of Uses. The maximum proposed height of the project is thirty (30) feet in height. The project proposes to allow a variety of uses, that will be further analyzed below. Buildings III and IV, the buildings closest to the residential project, Bonita Isles, are proposed to also allow a mini-warehouse use, for a car condominium project.

The Schedule of Uses included in Sheet 2 of **Exhibit B** identifies the specific uses for the proposed project. The property development regulations are also included on Sheet 2 of **Exhibit B** and further determine how these uses may develop under this Master Concept Plan.

Staff agree with much of the Applicant’s Narrative and analysis of Planned Development Criteria in **Exhibit D**. However, certain uses have compatibility concerns given their requested proximity to residential, therefore the proposed recommendations include a more detailed Schedule of Uses, limiting certain uses by building.

Surrounding Land Use:

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
Subject Parcels: Commercial Planned Development (CPD), Landscape Supply	General Commercial: 10 du/acre, 1.2 FAR
North: Community Commercial (CC), Moose Lodge; and General Industrial: Precast Distribution Site	General Commercial: 10 du/acre, 1.2 FAR and Industrial: 10 du/acre, 1.2 FAR
East: Mixed-Use Planned Development; Bonita Isles Two-Family Attached Residences and Preserve Area	General Commercial: 10 du/acre, 1.2 FAR
South: Mixed-Use Planned Development; Bonita Isles Water Management Area and Two-Family Attached Residences	General Commercial: 10 du/acre, 1.2 FAR
West: Old U.S. 41 Right-of-Way then Commercial Planned Development/Industrial Planned Development: Bernwood Park of Commerce	Industrial: 10 du/acre/ 1.2 FAR

Planned Development Analysis

Review criteria	Yes – Mostly - Partly - No
Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation	Yes – The application is in compliance with the Comprehensive Plan and applicable Land Development Code Regulations, as conditioned.
The request meets or exceeds performance and location standards set forth for the proposed uses	Yes – The MCP with associated conditions presented by Staff will meet the standards of the Land Development Code, except where specific deviations are approved.
Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan	Not applicable- No density is requested.

The request is compatible with existing or planned uses in the surrounding area	Yes – As conditioned, the project is compatible with the commercial and industrial to the North and the residential to the South. The project will be adequately buffered and shielded. The conditions outlined in the Staff Report are to promote compatibility with all surrounding uses, including required buffering, and use restrictions.
---	---

Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development	Yes- adequate facilities and infrastructure are available to serve and service the project.
Will the request adversely affect environmentally critical areas and natural resources	No – The site has been previously developed.
Public facilities are, or will be, available and adequate to serve the proposed land use	Yes - Public facilities are available to the site.
Deviations needed to enhance or to achieve the objectives of the planned development	Yes– Staff recommends approval of the three (3) requested deviations.
Deviations needed to preserve, promote and/or protect the public health, safety, and welfare.	Partly – Deviations 1 and 2, as conditioned, will provide safeguards for the health safety and welfare of the proposed development and the existing surrounding development. Deviation 3 furthers the intent of the project but requires more analysis from the Applicant how the request preserves, promotes and/or protects the public health, safety, and welfare.

Environmental

The site was originally rezoned from Agricultural (AG-2) to Commercial Planned Development in the late 1980's to allow for a variety of commercial and light industrial uses. The site has historically been cleared and developed with buildings in the western part of the site and storage in the eastern portion. The Applicant provided an environmental survey for review by the City's Environmental Specialist. The project was reviewed by the City's Tree Advisory Board, who included a recommendation regarding preservation or replacement of on-site heritage trees. This recommendation is included in Condition 5.

The project is providing the required buffers based on the uses requested. Specifically, along the areas where self-storage is proposed along residential, the self-storage buffers will be provided in addition to the planned development buffers. Where drive aisles abut residential property, a wall will be provided.

Stormwater

The Applicant provided a Surface Water Management narrative for review by Staff. A more detailed water management plan will be required as part of the development order process. The post development flows will emulate and maintain the general characteristics of the predevelopment historic flow. The project will be designed in accordance with South Florida Water Management District (SFWMD) regulatory requirements and, and as outlined in the City's Comprehensive Plan, will provide water quality treatment for beyond that of the SFWMD requirement. Consistent with the City of Bonita Springs Land Development Code, the Applicant will be required to demonstrate no adverse offsite stormwater impacts by incorporating the project into the appropriate City of Bonita Springs Interconnected Pond and Channel Routing (ICPR) Model. ICPR flood routing will need to be provided at the time of local development order permitting.

Traffic

The City's Transportation Engineer and Public Works Department reviewed the Applicant's Traffic Impact Statement (TIS) as part of this rezoning request. Additional review will take place at time of local development order. The Applicant's TIS is available for review as part of the Application backup.

Comprehensive Plan

The project is located in the General Commercial Future Land Use category. The Applicant's analysis can be found in **Exhibit D**. The General Commercial future land use category is described as follows:

Policy 1.1.14: General Commercial - Intended to accommodate a wide range of commercial uses serving the general population of the City. This designation

recognizes, but is not specifically limited to, properties that have been developed, have received development approval or have been zoned for commercial use prior to the adoption of the Comprehensive Plan.

- a. Appropriate uses include a wide range of commercial retail and service uses for residents and visitors; hotels/motels; offices; light industrial uses; schools; recreation; public and semi-public uses; multi-family uses up to 10 units per acre within the approximately 1,468 acres of gross land area in the land use category; and mixed residential and commercial use in planned developments.
- b. If affordable housing is provided, residential density may be increased by up to five additional units per acre.
- c. Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves except that no new structures or modification of existing structures located on the islands west of the mainland may be constructed in excess of 35 feet in height.
- d. Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2.

The Applicant provided a schedule of uses that includes retail, commercial, office, industrial, manufacturing and self-storage uses. As conditioned, the more intense uses are located further from the residential properties. Some uses are recommended to be removed for inconsistency with the Bonita Plan. As conditioned, the project is compatible with the General Commercial Future Land Use.

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Tornberg
9220 Bonita Beach Road, Suite 109
Bonita Springs, FL 34135
mzizzo@cityofbonitaspringscd.org

Support _____ Oppose X

Application: PD24-117097-BOS: Old 41 CPD

THIS DEVELOPMENT WILL CAUSE TRAFFIC ISSUES FOR THE
AREA.

DATE: 9/3/25
NAME: ILR TYLER CARRAWAY PHONE: 407-360-4738
ADDRESS: 25090 BERNWOOD DR. CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

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Support _____ Oppose X

Application: PD24-117097-BOS: Old 41 CPD

SEE ATTACHED LETTER

DATE: Aug. 25, 2025

NAME: JAMES G MITCHELL

PHONE: 574-267-2865

ADDRESS: 9469 THE BEACH CIRCLE
BONITA SPRINGS, FL 34135

CITY/STATE/ZIP: BONITA SPRINGS, FL 34135

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James G Mitchell
35 EMS B48A Lane
Warsaw, Indiana, 46582
574-267-2865
gmacmm23@gmail.com
August 25, 2025

The Honorable Mary Tornberg, Planner
City of Bonita Springs Community Development Department,
Zoning Board of Adjustments
9101 Bonita Beach Road
Bonita Springs, FL 34135

RE: Opposition to Rezoning Case Number : PD24-117097-BOS
Case Name: Old 41 Commercial Planned Development (CPD)
Location: The subject property is located at 25211 Old 41 Rd. Bonita Springs FL 34135.
STRAPs: 22-47-25-B1-00002.4010
Request: A request to rezone to develop up to six buildings with a maximum of 39,500 square feet of commercial uses, 80,000 square feet of self-storage/mini-warehouse uses and 70,000 square feet of light industrial uses.

Dear Mary Tornberg, Planner, and Members of the BZA

,
This letter is written to formally express strong opposition to the proposed rezoning. My wife and I are concerned residents who live at 9469 Isla Belle Circle, Bonita Springs, FL 34135, and within the Bonita Isle Development, which is adjacent to the south and within 375 feet of our property near the proposed development site.

While community growth is important, this rezoning request is incompatible with the character and stability of our existing residential neighborhood. The potential negative impacts on the community outweigh any benefits of the proposal. Concerns include:
Traffic, Safety, and Noise Concerns

- Increased Traffic Congestion: 25211 Old 41 Rd. Bonita Springs is primarily served by Old 41 R., a busy road with a lot of existing commercial traffic. The proposed commercial use would generate significantly more daily traffic from

customers, employees, and delivery trucks, causing congestion and disruption to the existing residents.

- **Reduced Pedestrian Safety:** The increase in vehicle traffic poses a serious safety risk to the numerous pedestrians, bikers, joggers, and children who use Old 41 Road. The risk of accidents will increase significantly.
- **Noise Pollution:** The neighborhood currently enjoys a peaceful, quiet atmosphere. The additional commercial operations proposed would introduce additional noise from vehicles, deliveries, trash collection, and potentially late-night operations, directly impacting the quality of life for all adjacent and nearby residents.

Negative Impact on Property Values

- **Residential Value Erosion:** Introducing this additional commercial activity next to residential homes is known to devalue surrounding properties. The noise, light, and traffic generated by a commercial establishment would make the neighborhood less desirable as a place to live, negatively impacting investments.

Strain on Public Infrastructure

- **Overburdened Infrastructure:** Local infrastructure, including but not limited to, water, sewer, and stormwater drainage, was designed to support the existing and compatible commercial and residential density, not a commercial one of this magnitude. Commercial development of this type would place a greater burden on these systems, potentially leading to issues with service and costly upgrades.
- **Parking Overflow:** If adequate parking is not provided on-site for customers and employees, it will undoubtedly spill onto residential streets, creating parking shortages and inconvenience for homeowners and their visitors.

Inconsistency with the Comprehensive Plan and Spot Zoning

- **Inconsistent with Community Character:** The Comprehensive Plan for the city identifies this area as a Commercial Planned Development (CPD) zoning district. The existing use appears to have been workable up until now, while being adjacent to our residential use. This proposal represents an attempt to create "spot zoning," which would inappropriately carve out a commercial island that would not be appropriate to our existing and established residential zone.

- **Precedent for Future Development:** Approving this request would set a harmful precedent for the neighborhood and other residential areas, encouraging further incompatible development and chipping away at the integrity of the zoning code.

Consider the long-term, detrimental effects of this proposal on the neighborhood's stability, safety, and quality of life. The current zoning exists to protect residents and their property, and approving this change would undermine that fundamental purpose. Deny this rezoning application and uphold the current residential zoning for the subject property.

Sincerely,



James G. and Mary J. Mitchell

**City of Bonita Springs
Board for Land Use Hearings & Adjustments
and Zoning Board of Appeals**

(Draft) Meeting Minutes

Tuesday, September 16, 2025
9:00 a.m.

1. CALL TO ORDER

*In the absence of the Chair and Vice Chair, City Clerk Sheffield called the meeting to order at 9:03 a.m. and presided over the selection of temporary chair to preside over today's meeting. Board Member Benson nominated Board Member Waterhouse to serve as temporary chair; Seconded by Board Member Galloway; **the motion carried 5-0.***

2. PLEDGE OF ALLEGIANCE

Board Member Gambrell led the Pledge of Allegiance.

3. ROLL CALL

Present: Waterhouse, Gambrell, Benson, Galloway, and Winn

Absent: Chairman Rascio (excused)

Remote: Hershenson (via Zoom)

*Board Member Waterhouse made a motion to allow Member Hershenson to participate and vote at today's meeting via zoom; Seconded by Board Member Winn. **The motion carried 5-0***

4. PUBLIC HEARINGS

EACH CASE WILL INCLUDE A PUBLIC COMMENT PERIOD AT THE CONCLUSION OF THE APPLICANT AND STAFF PRESENTATION

A. CASE NAME: OLD 41 COMMERCIAL PLANNED DEVELOPMENT (PD24-117097-BOS)

A REQUEST TO REZONE APPROXIMATELY 10 +/- ACRES FROM THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING DISTRICT, TO DEVELOP UP TO SIX BUILDINGS WITH A MAXIMUM OF 39,500 SQUARE FEET OF COMMERCIAL USES, 80,000 SQUARE FEET OF SELF-STORAGE/MINI-WAREHOUSE USES AND 70,000 SQUARE FEET OF LIGHT INDUSTRIAL USES.

The City Clerk read the case title into the record. City Attorney Rooney swore in all those who intended to give testimony. Mary Tornberg, Senior Planner with Community Development, provided a brief introduction of the request, stating the previous zoning application expired in 2009. The new application covers new conditions. Staff recommends approval.

Francesca Passidomo of CYK Law Firm opened the presentation for the applicant, introduced the project team, and provided a brief overview of the project. She was followed by Conor McBroom representing owner/applicant Forager Real Estate, who provided an overview of the firm, which has owned the property since July 2024.

Next, Patty Kulak with RVi Planning presented an overview of the property's history and the Master Concept Plan. The project, which has a single entrance off of Old 41, consists of 6 buildings with commercial retail along the frontage of Old 41 Road. She further reviewed the three deviation requests.

Next, Robert Diericks with JMDG Architecture detailed the layout and height and elevation of each building. He was followed by Sabrina McCabe with RVi Planning, who discussed site lighting, landscape buffers, and landscape throughout the site. They are keeping a lot of the existing vegetation.

Next, Christian Casey with Atwell reviewed the environmental aspects, stating a site survey was conducted in August of 2024 with a finding of no listed species and no indigenous habitat. He was followed by Brandon Copper with Davidson Engineering, who detailed the existing utilities, water, fire and sewer with a decrease in the building's footprint. Mr. Copper stated there is no existing stormwater management, they will be installing an "Underground Chamber System Design." Mr. Copper also answered questions from the Board regarding the Underground Chamber System.

Next, Yury Bykau with TR Transportation Consultants reviewed the traffic study and trip generation. He stated there will be a reduction of 78% of PM peak hour trips. He was followed by Patty Kulak who wrapped up the applicants presentation with an overview of the neighborhood meetings and a review of the schedule of uses and changes. She also answered questions from Board members.

Mary Tornberg, Senior Planner with Community Development, reviewed key points of the staff report and staff recommended conditions. Ms. Tornberg, along with John Dulmer, Director, Community Development, answered questions from Board members regarding construction traffic, surface water and requirements.

Chair pro tem Waterhouse called for public comments; seeing none, she asked for a motion. Board Member Benson made a motion to recommend approval of the rezone request with the staff's proposed conditions; Seconded by Board Member Gambrell. The Clerk recorded a roll call vote - **The motion carried 6-0.**

5. APPROVAL OF MINUTES: Meeting of August 19, 2025

Member Winn motioned to approve the minutes; Seconded by Member Benson. **The motion carried 6-0.**

6. UPDATE ON PREVIOUS CASES: Provided by Jackie Genson, Planning and Zoning Manager.

7. PUBLIC COMMENT - None

8. NEXT MEETING: The next meeting is scheduled for October 14, 2025.

9. ADJOURNMENT: There being no further business, the meeting adjourned at 10:09 a.m.

Prepared by:

Teresa C. Grimes, Senior Records & Compliance Clerk

APPROVED:

BONITA SPRINGS ZONING BOARD

Date: _____

AUTHENTICATED:

Anthony Rascio, Chairman

RETURN TO:
City of Bonita Springs
Community Development Department
Attn: Mary Tornberg
9220 Bonita Beach Road, Suite 109
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ITEM TITLE: (FIRST READING AND PUBLIC HEARING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 4.6± ACRES FROM THE TWO-FAMILY CONSERVATION DISTRICT (TFC-2) ZONING DISTRICT TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DESIGNATION, TO DEVELOP UP TO FORTY-TWO (42) TWO-FAMILY DWELLING UNITS; LOCATED AT 11035, 11089, 11113 AND 11125 DEAN STREET, STRAP NUMBERS 36-47-25-B4-00064.0000, 36-47-25-B4-00063.0000, 36-47-25-B4-00062.0010, 36-47-25-B4-00065.0000, AND 36-47-25-B4-00064.0010, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

REQUESTOR: Mary Tornberg, Esq., AICP, Senior Planner, Community Development

AGENDA SECTION: Public Hearing - Zoning and Land Use

STRATEGIC PRIORITY:

BACKGROUND: This is a rehearing request of the Dean Street RPD case (PD23-113517-BOS), which was a request to rezone approximately 4.6± acres of residential property to a Residential Planned Development (RPD), for up to 48 dwelling units, comprised of two-family villas (attached), with an on-site private recreation facility (amenity area). The project is located at the northeast corner of Dean Street and Matheson Avenue, surrounded by vacant land, and single-family and duplex structures.

At the April 2, 2025, City Council meeting, Council denied the project without prejudice 4-3. On May 1, 2025, the City received a Petition under the Florida Land Use and Environmental Dispute Resolution Act to appeal the decision of the City. A mediation session was held on September 12, 2025, to discuss an alternative design addressing Council's original concerns.

The Applicant now proposes a revised Master Concept Plan with forty-two (42) dwelling units, incorporating design elements to be more compatible with the neighborhood. A memorandum is included in your packet addressing the proposed revisions. Staff does recommend approval of the revised Master Concept Plan.

This is the first reading and public hearing where the title block is read into the record and Applicant and Staff presentations are provided. The second reading and public hearing is scheduled for 10/15/2025, to afford due process in accordance with the land development code and state law.

STAFF RECOMMENDATION: Move to the Second Reading and Public Hearing.

ATTACHMENTS:

1. Draft Zoning Ordinance (prepared by City Attorney)
2. Applicant's Revised Proposed Master Concept Plan dated 09/2025.
3. Staff Memorandum of Proposed Revisions and Revised Conditions
4. Original Staff Report with Legal Description/Survey and Master Concept Plan (MCP) Attachments

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Michael Sheffield
Department Director:	John Dulmer, AICP

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 24 - __

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY 4.6 ± ACRES FROM THE TWO-FAMILY CONSERVATION (TFC-2) ZONING DESIGNATION TO A RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DESIGNATION, TO DEVELOP UP TO FORTY-TWO (42) DWELLING UNITS; LOCATED AT 11035, 11089, 11113, 11125 DEAN STREET, STRAP NUMBERS 36-47-25-B4-00064.0000, 36-47-25-B4-00063.0000, 36-47-25-B4-00062.0010, 36-47-25-B4-00065.0000, 36-47-25-B4-00064.0010, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sagamore 955 RDF, LLC has filed an application to rezone 4.6 +/- acres from Two-Family Conservation (“TFC-2”) zoning district to the Residential Planned Development (“RPD”) zoning district to allow up to forty-eight (48) residential dwelling units; and

WHEREAS, the subject property is located at 11035, 11089, 11113, and 11125 Dean Street, Bonita Springs FL 34135. STRAP(s): 36-47-25-B4-00062.0010, 36-47-25-B4-00063.0000, 36-47-25-B4-00064.0000, 36-47-25-B4-00064.0010, and 36-47-25-B4-00065.0000; and is described more particularly as:

See Exhibit “A”

WHEREAS, a Public Hearing was advertised and heard on November 19, 2024 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals (“Zoning Board”), who gave full consideration to the evidence available and recommended denial (4-1) of the applicant’s request and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The Staff Report prepared by Community Development, and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

WHEREAS, the case was presented for First Reading for the City Council at their October 1, 2025, meeting; and

WHEREAS, City Council at their October 15, 2025, meeting considered the record of the Zoning Board on Case PD23-103517-BOS, and gave full consideration of the Staff Recommendation, the evidence and testimony.

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

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the request to rezone the property from the TFC-2 zoning district to RPD zoning district with a maximum of

forty-two (42) dwelling units. In so doing the City Council makes the following findings and conclusions, upon an analysis of the application and the standards for approval subject to the following conditions and deviations:

Conditions:

1. The project shall be generally consistent with the Master Concept Plan provided and labeled as Exhibit “B.”
2. Schedule of Uses:
 - Residential accessory uses and structures
 - Dwelling Unit (Maximum of 42 units):
 - Two-Family Villa (Attached)¹
 - Essential Services
 - Parking Lot, Accessory (May include carports or enclosed garages)
 - Recreational Facilities, Personal; Private On-Site (with no pickleball or racquet sports)
 - Signs in accordance with Chapter 6 of the Land Development Code (“LDC”)
3. Property Development Regulations: The Applicant proposes the following minimum property development standards:

	Residential Two-Family Villa
Minimum Unit Size	1,100 square feet
Max. Height	35 feet (2 habitable stories)
Front/Street Setback	25 feet
Minimum Building Separation	15 feet
Internal Accessway	12 feet (18 ft from face of garage) ²
Perimeter Setback	20 feet
Accessory Structure	5 feet (side and rear)
Rear Setback	N/A (see perimeter and separation)
Open Space	40%

4. All units must be under unified control or unified ownership.
5. Structures shall be substantially compliant with the architectural elevations in Exhibit “C”, to be reviewed by the City Architect at the time of local development order and at building permit request. Additionally, consistent with Development Standard #1 on the MCP, buildings along Dean Street shall incorporate facades designed to appear as front exteriors. No direct access or sidewalks from Dean Street to residential units shall be required.

¹ For purposes of this RPD, a Two-Family Villa (Attached) is defined as a building which contains two dwelling units; however, each unit is not located on a separate lot of record, but rather multiple two-family villa structures may be located on a single land parcel under condominium ownership or unified ownership.

² As measured from edge of payment.

6. The floor plans shall be substantially compliant with Exhibit "D", while allowing for flexibility for the option of 2- or 3-bedroom units. Additionally, consistent with Development Standard #2 on the MCP, each residential unit shall have a garage to accommodate one (1) 9' x 18' parking space, one (1) garbage tote, and one (1) recycle tote.
7. The Applicant shall coordinate with the City of Bonita Springs Public Works Department for any/all work within City-maintained Rights-Of-Way (ROW's) for any/all additional/separate permitting, design requirements, and inspections.
8. Environmental Conditions:
 - a. Per the Tree Advisory Board motion, at the time of local development order, each heritage tree to be removed shall be replaced with one bald cypress tree at 20' in height and with a 4" caliper within the dry detention areas for a total of four (4) replacement trees
 - b. At the time of local development order, landscape buffers shall be provided according to the Master Concept Plan.
 - i. Consistent with Deviation #2, the 7.5' wide landscape buffer along the north and eastern property lines shall provide the same composition as a 15' Type B landscape buffer.
9. The Applicant is required to coordinate with Community Development and Public Works to discuss access, drainage and site connection along the project's frontages on Dean Street and Matheson Avenue at time of local development order.
10. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Consistent with Note #1 on the MCP, additional conditions consistent with the City's LDC may be required to obtain a local development order. All modifications shall be in compliance with the applicable Land Development Code standards and guidelines, except as specifically modified or approved within this RPD.
11. At the time of local development order and building permit, the Applicant shall demonstrate compliance with all local, state, and federal regulations for construction within floodways and floodplains.
12. Approval of this zoning action does not guarantee approval of a local development order or building permit.

Deviations:

1. Relief from LDC Sec. 4-741(D)(4), Property Development Regulations, which addresses a minimum building separation of $\frac{1}{2}$ the sum of the building

heights, or 20 feet, whichever greater to instead permit the two-family villa dwellings to be a minimum separation of 15'. (Applies to entire RPD).

2. Relief from LDC Sec. 3-418(D)(6), Property Development Regulations, which requires roads, drives, or parking areas within 125 feet of existing residential lots to provide an 8-foot wall setback at least 25 feet from the property line with a minimum of 5 trees and 18 shrubs per 100 linear feet to instead provide a 7.5-foot wide Type 'B' landscape buffer with no wall along the property line.

Exhibits:

- A. Legal Description and Sketch of the Subject Property
- B. 11035 Dean Street RPD Master Concept Plan, dated September 2025 (MCP)
- C. Architectural Elevation and Line of Sight
- D. Floor Plans

Attachments:

- A. Background and Informational Analysis
- B. Application Backup (Final Documents)

SECTION TWO: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 15th day of October, 2025.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote: Carr Corrie
Purdon Fullick
Fitzpatrick Bogacz
Gibson

Date filed with City Clerk: _____



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

City of Bonita Springs
City Council
Draft Budget Hearing Minutes
September 17, 2025
5:30 p.m.

1. **Call to Order** - Mayor Gibson called the meeting to order at 5:30 p.m.
2. **Invocation** - Provided by Rabbi Mendy Greenberg of Chabad of Bonita Springs.
3. **Pledge of Allegiance** - Led by Mayor Gibson.
4. **Roll Call**

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 Budget Hearing Agenda Items**

No public comments.

6. **Adopt a Resolution for the Final Levying of Ad Valorem Taxes for the Fiscal Year 2025-2026.**

The Clerk read the proposed Resolution into the record, including the percent by which the proposed millage rate exceeds the rolled-back rate, and the final millage rate is established to provide funding for the fiscal year 2025-2026 budget, and the resulting increase in ad valorem tax revenues is necessary to fund various storm water improvements, transportation improvements, environmental protection projects, community aesthetics projects and other capital projects. Council Member Corrie motioned to adopt the final millage rate of 0.8470 mills; Seconded by Council Member Carr. **The motion carried 6-1 (Deputy Mayor Purdon opposed). (Resolution 25-118 adopted).**

7. **Adopt a Resolution for the Final Budget for Fiscal Year 2025-2026.**

The Clerk read the proposed Resolution into the record, including appropriations and revenue estimates for Fiscal Year 2025-2026. Council Member Fullick introduced a modification to the proposed 2025-2026 General Fund for an adjustment to the City Manager's salary, citing regional salary comparisons and the time elapsed since the last adjustment. He motioned for a salary adjustment of \$240,000 annually, a four-year contract term, and a 2% annual increase. Following Council discussion, members reached consensus on a compensation adjustment as follows: \$250,000 annual salary, 3% annual increase, and a five-year contract term, effective October 1, 2025. Council Member Fullick amended his motion to align with Council's consensus; Seconded by Deputy Mayor Purdon. **The motion carried 7-0.** Council Member Corrie then motioned to adopt the final budget for Fiscal Year 2025-2026, as amended; Seconded by Council Member Carr. **The motion carried 7-0. (Resolution 25-119 adopted).**

8. **Public Comment** - No public comments.
9. **Adjournment** - The Public Hearing adjourned at 5:43 p.m.

Prepared and attested:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor



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

City of Bonita Springs
City Council
Draft Regular Meeting Minutes

September 17, 2025
5:30 p.m.

1. **Call to Order** - *Mayor Gibson called the meeting to order at 5:43 p.m.*

2. **Invocation** - *Observed at Budget Hearing.*

3. **Pledge of Allegiance** - *Observed at Budget Hearing.*

4. **Roll Call**

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**

No public comments.

6. **Public Hearings - Zoning and Land Use:**

- A. (SECOND READING) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, ADOPTING AN AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO REDESIGNATE APPROXIMATELY 0.7 ACRES +/- FROM THE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL FUTURE LAND USE CATEGORY TO THE GENERAL COMMERCIAL FUTURE LAND USE CATEGORY; LOCATED AT 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00064.0000 AND 32-47-25-B4-0030A.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (Green Sheet 25-09-229)

The City Clerk read the title block into the record. Mary Tornberg, Senior Planner with Community Development, introduced the item and provided a brief summary of the proposed comprehensive plan amendment. She further noted that the LPA recommended approval, as did staff. Next, Rich Yovanovich, attorney representing the applicant, provided an overview of the request.

*Mayor Gibson called for public comment; seeing none, Council Member Carr motioned to approve; seconded by Council Member Fullick. **The motion carried 7-0 (Ordinance 25-09 adopted).***

- B. (SECOND READING) A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; REZONING APPROXIMATELY FIVE (5) +/- ACRES FROM THE BEACH ZONE OF THE BONITA BEACH ROAD OVERLAY AND RESIDENTIAL PLANNED DEVELOPMENT (RPD) ZONING DESIGNATIONS TO A COMMERCIAL PLANNED DEVELOPMENT (CPD), TO ALLOW UP TO 23,717 SQUARE FEET OF COMMERCIAL USES AND SIX (6) MULTI-FAMILY DWELLING UNITS; LOCATED AT 4570, 4612, 4640, 4654, 4696, AND 4752 BONITA BEACH ROAD SOUTHWEST, STRAP NUMBERS: 32-47-25-B4-00055.0000, 32-47-25-B4-00056.0010, 32-47-25-B4-00056.0040, 32-47-25-B4-00056.0020, 32-47-25-B4-00056.0000, 32-47-25-B4-00064.0000, 32-47-25-B4-0030A.0000 AND 32-47-25-B4-0030B.0000, BONITA SPRINGS, FLORIDA 34135; PROVIDING FOR AN EFFECTIVE DATE. (Green Sheet 25-09-228)

The City Clerk read the title block into the record, and the City Attorney administered the oath to those giving testimony. Mary Tornberg, Senior Planner with Community Development, introduced the item and stated that, since First Reading, the applicant has worked with staff to address and modify the proposed planned development in accordance with concerns raised by Council Members. She reviewed the revised staff conditions, which were included in the meeting agenda packet (on file in the City Clerk's office).

Rich Yovanovich, attorney representing the applicant, began the applicant's presentation by reviewing the modifications made since First Reading, which included a reduction to boat slips, limiting outdoor entertainment to one sole artist, limiting the hours of outdoor entertainment, and supplemental plantings to provide headlight screening. He also reviewed architectural design modifications made to the proposed restaurant (applicant presentation on file in the Clerk's office).

Council Member Fullick expressed concerns about the easternmost boat slips, noting that boaters will come down the narrow pass and dock in those slips to shop at the 7-11 convenience store. He would like the eastern boat slips removed. Mr. Yovanovich stated they will remove the easternmost boat slips, and add signage prohibiting the mooring of vessels.

Council Member Fitzpatrick, Council Member Carr, and Council Member Bogacz expressed concern about the drive-through fast food restaurant, and the type of restaurant establishment planned for the location. Mr. Yovanovich stated there is no intent for a high intensity restaurant such as McDonalds or Starbucks, but rather a smaller establishment. He noted a high intensity restaurant will be a prohibited use in perpetuity.

Mayor Gibson asked about the type and size of amps for outdoor entertainment. Mr. Yovanovich stated a sound engineer will specify the size and specifications of the outdoor amps, and where they can be placed, which will be provided to staff and be part of the development order.

Mayor Gibson then asked the Clerk to call public speakers:

- *Ashley Olsovsky - A neighboring resident, expressed concerns about the impact of noise, headlight glare, and boating traffic.*
- *Jesse Olsovsky - A neighboring resident, expressed concerns that included environmental and stormwater impact. (Handout distributed by Mr. Olsovsky on file with the City Clerk).*
- *Shanna Olsovsky - A neighboring resident, expressed concerns about the size of the project, and traffic and environmental impacts.*
- *Todd Bradley - Expressed concerns about neighborhood compatibility and traffic issues resulting from the fast-food restaurant.*
- *Gregory Hill - A neighboring resident, expressed concerns about neighborhood compatibility and environmental impacts.*
- *Arlan Bartling - Spoke about the positive impacts of the project to the community.*
- *Vicky Demao - A neighboring resident, expressed concerns about the project size, noise, and vehicle/boat traffic.*
- *Erin Stimac - A neighboring resident, commented on noise and environmental issues, and expressed support for a scaled-down project.*
- *Dianne Miller - Spoke in support of the project.*

- *Sandy Kiesel - A neighboring resident, expressed concerns that included boat wake and noise. (Handout distributed by Ms. Kiesel on file with the City Clerk).*
- *Tom Vanderlaan - A neighboring resident, expressed concerns about boat traffic.*
- *Terry Lenick - Attorney for Bonita Fishhouse Restaurant, expressed concerns about vehicle traffic impact.*
- *Marta Evans - Expressed concerns about stormwater flooding.*
- *Ron George - Expressed concerns about vehicle traffic impact.*

7:30 pm., Mayor Gibson recessed the hearing for a break.

7:45 p.m., Mayor Gibson reconvened the hearing.

Next, Traci Kautzman, property owner and applicant, read a personal statement detailing the vision for the restaurant and the challenges experienced, followed by a brief rebuttal to public comments by Mr. Yovanovich, who emphasized that experts testified at First Hearing that all requirements have been met, and there has since been no contradictory expert testimony. He further stressed that concerns raised at First Reading have been addressed. Next, Ms. Tornberg responded to questions from Council Members about parking, stating parking will be addressed at the time of Development Order.

*Council Member Corrie made a motion to approve the deviations with the changes requested by the applicant; Seconded by Council Member Fullick. **The motion carried 7-0.** The City Attorney will revise the draft Ordinance to reflect Council's approval.*

7. Consent Agenda Items:

*Council Member Corrie motioned to approve the Consent Agenda Items; Seconded by Council Member Carr. **The motion carried 7-0.***

- A.** Approve minutes from the City Council Budget Hearing held on September 3, 2025.
- B.** Approve minutes from the City Council Regular Meeting held on September 3, 2025.
- C.** Approve minutes from the City Council Land Use Workshop held on August 6, 2025.
- D.** Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Helene.
- E.** Confirm and ratify Resolutions extending the local State of Emergency due to Hurricane Milton.
- F.** Informational update on drainage improvement project agreement with BS Parcel Holdings, LLC. (Green Sheet 25-09-219)
- G.** Approve a Special Event Permit request submitted by Local Roots LLC, to host a weekly outdoor flea market at the Promenade at Bonita Bay, every Saturday morning from October 4, 2025 through May 30, 2026, between 8:00 a.m. and 12:00 p.m. (Green Sheet 25-09-220)
- H.** Approve a Resolution to engage a firm for Engineering Services for the Pennsylvania Avenue Corridor Street Improvement Project (RFQ 25-13) and authorize staff to enter into negotiations with the number one ranked firm, Kimley-Horn & Associates, Inc. (Green Sheet 25-09-221)
- I.** Approve purchase agreement to acquire property for the FEMA Hazard Mitigation Grant Program – COVID (HMGP-COVID) Neighborhood Acquisition/Demolition Project in the Quinn/Downs/Dean Neighborhood. (Green Sheet 25-09-222)

8. Public Hearings:

- A. (SECOND READING) AN ORDINANCE ESTABLISHING VIVID SHORES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.005(2), FLORIDA STATUTES; PROVIDING FOR THE ESTABLISHMENT OF THE COMMUNITY DEVELOPMENT DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; NAMING THE DISTRICT; PROVIDING THAT THE CITY OF BONITA SPRINGS MAY NOT AND SHALL NOT MODIFY OR DELETE ANY PROVISION OF THE DISTRICT CHARTER SET FORTH IN SECTIONS 190.006 - 190.041, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Green Sheet 25-09-223)

The City Clerk read the title block into the record, and the City Attorney provided a brief summary of the item. Mayor Gibson asked the Clerk to call public speakers:

Garrett FX Beyrent - Commented on the history of the property and inquired about the aquafer recharge area and the ownership of Bonita Grande Drive. Mayor Gibson referred Mr. Beyrent to Planning and Zoning Manager Jacqueline Genson, who was present.

*Council Member Carr motioned to approve; seconded by Council Member Fullick. **The motion carried 7-0. (Ordinance 25-11 adopted).***

9. City Attorney Items:

- A. **Approve an extension and revised term and fee arrangement with Gray Robinson for provisions of City Attorney services.** (Green Sheet 25-09-227)

*City Attorney Rooney summarized the revised terms and fee arrangement of the extension. Deputy Mayor Purdon motioned to approve; Seconded by Council Member Carr. **The motion carried 7-0.***

Other City Attorney Items

*City Attorney Rooney updated Council on the FLUEDRA mediation that was held on September 12, which Council Member Fullick joined on behalf of the City Council. He stated that an agreed-upon settlement plan was reached, which has been provided to Council (on file in the City Clerk's office). The agreement calls for the item to come back for First and Second Readings, on an expedited basis. The settlement reduces the units from 48 to 42. Council Member Carr motioned to proceed to First Reading based on the settlement agreement; seconded by Council Member Bogacz. **The motion carried 7-0.***

*City Attorney Rooney advised Council that the previously approved services agreement with Zap & Company for the Fiesta Bonita event must be amended, as the Fiesta Bonita event will be moved to 2026 due to the construction at Riverside Park. Council Member Carr motioned to approve the amended agreement; Seconded by Council Member Corrie. **The motion carried 7-0.***

10. City Manager Items:

- A. **Review and approve the City's 2026 Legislative Priorities.** (Green Sheet 25-09-224)

*Assistant City Manager Feeney opened the discussion, stating that the draft 2026 Legislative Priorities in the agenda packet are based on input provided by Council Members at the two prior City Council meetings. Council Member Carr motioned to approve; seconded by Mayor Gibson. **The motion carried 7-0.***

B. Approve Request for Proposal of Audit Services (RFP 25-21) and the Audit Selection Committee. (Green Sheet 25-09-225)

*Director of Finance Lisa Roth summarized the item. Council Member Corrie motioned to approve; Seconded by Mayor Gibson. **The motion carried 7-0.***

C. Presentation of the Community Development Monthly Activity Report. (Green Sheet 25-09-226)

Report presented by John Dulmer, Director, Community Development.

D. Update on hurricane recovery efforts.

Assistant City Manager Feeney notified Council that Lee County officially concluded its state of local emergency extensions for Helene and Milton as of September 1. The City of Bonita Springs plans to end state of local emergency extensions for Helene and Milton on October 1.

Other City Manager Discussion Items:

Assistant City Manager Feeney informed Council that DPZ CoDesign will present the Liles Plaza Vision Study at the next Council meeting.

11. Mayor and Council Member Reports

Council Members expressed support and prayers for a speedy recovery to the Bonita Springs Fire District Battalion Chief who was recently struck by a vehicle while responding to an emergency.

Council Member Bogacz - Reminded everyone to slow down and move over for emergency vehicles.

Council Member Corrie - Looking forward to seeing progress on the previously discussed e-bicycle ordinance.

Council Member Fullick - The Veterans Day Ceremony will be held at Riverside Park. Details to follow.

Council Member Fitzpatrick - Thanked the Bonita Springs Fire District for holding the Patriots Day Ceremony, and shared that the Daughters of the American Revolution will sponsor “Wreaths Across America” on Saturday, December 13, at the Bonita Springs Cemetery.

Mayor Gibson - Reminded everyone of the reversed start-time order of the October City Council meetings. The Oct. 1st meeting is scheduled for 9:00 am, and the Oct. 15th meeting is scheduled for 5:30 pm.

12. Public Comment

Sandy Kiesel - Expressed disappointment over the process and results of Agenda Item 6b.

13. Adjournment - *There being no further business, the meeting adjourned at 8:47 pm.*

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

Prepared and attested by:

Michael J. Sheffield, City Clerk

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

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. 25-121 issued on September 15, 2025
2. Resolution No. 25-123 issued on September 22, 2025
3. Resolution No. 25-125 issued on September 29, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-121**

**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:

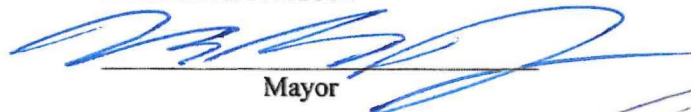
Section 1. The recitals above are hereby incorporated herein.

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 15th day of September, 2025.

AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 9/15/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-123**

**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:

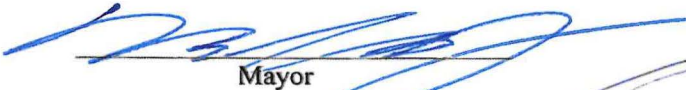
Section 1. The recitals above are hereby incorporated herein.

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 22nd day of September, 2025.

AUTHENTICATION:

Mayor City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 9/22/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-125**

**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.

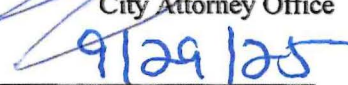
Section 3. This Resolution shall take effect immediately upon adoption. Consistent with Florida Statutes §252.38(3), the duration of this state of emergency declared locally is limited to 7 days and may be extended, as necessary, in 7-day increments.

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 29th day of September, 2025.

AUTHENTICATION:

 Mayor  City Clerk

APPROVED AS TO FORM:  City Attorney Office

Date filed with City Clerk: 

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. 25-122 issued on September 15, 2025
2. Resolution No. 25-124 issued on September 22, 2025
3. Resolution No. 25-126 issued on September 29, 2025

REVIEWERS:

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

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-122**

**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 Bonita Springs, Lee County, Florida:

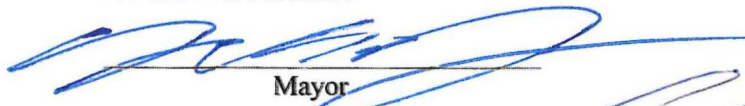
Section 1. The recitals above are hereby incorporated herein.

Section 2. The current State of Emergency is extended.

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

DULY PASSED AND ENACTED by the Mayor of the City of Bonita Springs, Lee County, Florida this 15th day of September, 2025.

AUTHENTICATION:

 _____ Mayor
 _____ City Clerk

APPROVED AS TO FORM: _____
City Attorney Office

Date filed with City Clerk: 9/15/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-124**

**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:

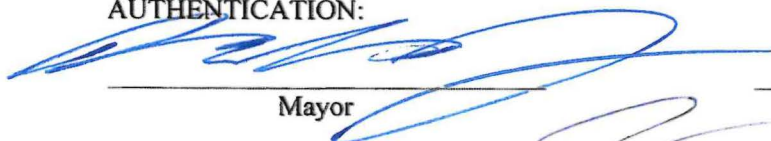
Section 1. The recitals above are hereby incorporated herein.

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 22nd day of September, 2025.

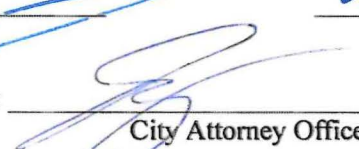
AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney Office

Date filed with City Clerk: 9/22/25

**CITY OF BONITA SPRINGS
RESOLUTION NO. 25-126**

**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:

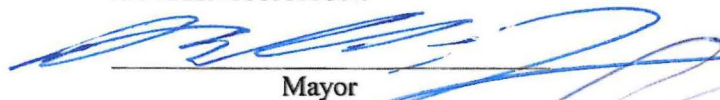
Section 1. The recitals above are hereby incorporated herein.

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 29th day of September, 2025.

AUTHENTICATION:

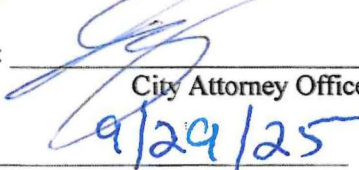


Mayor



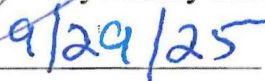
City Clerk

APPROVED AS TO FORM:



City Attorney Office

Date filed with City Clerk:


9/29/25

ITEM TITLE: Approve Interlocal Agreement with Lee County for transit services within the City of Bonita Springs.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #2 Improve Vehicular and Multimodal Transportation Networks

BACKGROUND:

The attached proposed Interlocal Agreement with Lee County for LeeTran transit services will provide for services within the City of Bonita Springs as identified in SECTION TEN and Exhibit A, from January 30, 2026 through January 29, 2027.

The contract is in the amount of \$604,854.87. The City's FY 2025-2026 budget provides for the funding of the contract.

STAFF RECOMMENDATION: Staff recommends approval of the Interlocal Agreement with Lee County for LeeTran transit services.

ATTACHMENTS:

1. Interlocal Agreement for Transit Services

REVIEWERS:

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

**INTERLOCAL AGREEMENT FOR TRANSIT SERVICE
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE CITY OF BONITA SPRINGS, FLORIDA**

THIS INTERLOCAL AGREEMENT ("*Interlocal Agreement*") is made and entered into this _____ day of _____, 2026, by and between **Lee County**, a political subdivision and charter county of the State of Florida (hereinafter referred to as "*County*"), acting by and through its **Board of County Commissioners**, the governing body thereof, and the **City of Bonita Springs**, a municipal corporation of the State of Florida (hereinafter referred to as "*City*"), acting by and through its **City Council**, the governing body thereof (collectively the "*Parties*" hereto).

RECITALS:

WHEREAS, both the County and City are duly empowered pursuant through Florida Statutes, in particular, §163.01, Florida Statutes, as amended, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the City desires transit service to provide transportation opportunities, reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and

WHEREAS, transit service provides an alternative mode of transportation to the City; and is an important step towards solving the traffic congestion problems in the City; and

WHEREAS, the County and City are working in partnership to ensure the successful transit service to the City; and

WHEREAS, the County and City find that entering into this Interlocal Agreement serves a public purpose and is to the benefit of the public.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

SECTION ONE: PURPOSE

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which the Parties will provide a program for transit service to the citizens of Bonita Springs.

The Parties agree that the above-named County and City will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

SECTION TWO: OPERATION, SERVICE AREA AND FARES

- A. County will provide a vehicle suitable for demand response transit service.
- B. It is the intent that all transit services under this Interlocal Agreement shall be provided solely by the County. If deemed necessary, the County may use subcontractors to provide these services under this Interlocal Agreement and will notify the City if County-owned vehicles and/or personnel are unavailable to provide the services specified in this Interlocal Agreement.
- C. County will provide demand response curb-to-curb transit service to Bonita Springs and control the area as identified in Exhibit A; however, the transit vehicle will not travel into gated communities and residents of gated communities will need to board the service vehicle via the entrance sites of their communities. Service will operate from approximately 7:00 a.m. to 6:00 p.m., Monday through Sunday excluding Thanksgiving Day, Christmas Day, Memorial Day, Labor Day, Independence Day and New Year's Day. Service will be provided through a mobile application or by phone request on a first come first serve basis.
- D. County will control the City Route 600 as identified in Exhibit A. The North-South Route 600 from Lee County to Collier County will operate from approximately 5:45 a.m. to 9:30p.m., Monday through Saturday, and 7:25 a.m. to 5:55 p.m. on Sunday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service is provided every 60 minutes on US 41 from Coconut Point Mall in Bonita Springs to Old 41 to Bonita Beach Road to US 41 South to Immokalee Road in Naples. The route connects to Route 240 at Coconut Point Mall. Route 240 provides connections to the rest of the County throughout the day.
- E. County will provide door-to-door ADA Paratransit service within the area designated in Exhibit A. ADA service is not available north of Immokalee Road within Collier County.
- F. All fare changes to passengers along the designated route will be based upon the County's current fare structure.
- G. Nothing herein shall limit County from adopting or amending fares and related rules applicable to the services provided by the County.

SECTION THREE: RIGHTS AND RESPONSIBILITIES

- A. County will provide vehicles necessary to service the County/City area identified in Exhibit A.
- B. County will be responsible for all fuel, maintenance, repairs, and insurance of the vehicles and its operators while the County/City service is being provided.

- C. County will be responsible for maintaining all bus stops, shelters, benches and related amenities including trash collection, along the any designated bus route 600 within Bonita Springs. Parties will coordinate with each other to monitor the appearance of said amenities.

SECTION FOUR: PROMOTION OF TRANSIT SERVICES

- A. County shall provide marketing efforts throughout the County and the City for the purpose of actively promoting use of transit related service on vehicles and at bus stops.
- B. Selling of advertising on the buses and vehicles shall be the right and responsibility of the County and any advertising revenues shall accrue to the County.

SECTION FIVE: COST OF SERVICE; FUNDING SOURCE

- A. The amount of the subsidy for the term of this Interlocal Agreement will be in the amount of \$604,854.87 and will be billed quarterly to the City in advance of service, commencing on January 30, 2026, and due within thirty (30) days. The cost breakdown is specified in Exhibit B. The cost will be recalculated if additional vehicles are needed or requested based on rider demand.
- B. In the event the County has a major service interruption, the service cost will be reduced by the number of hours service was unavailable times the hourly service rate specified in Exhibit B.
- C. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated; City shall reimburse and repay the County.

SECTION SIX: MONITORING AND AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by representative(s) of either the City or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Parties offices.

SECTION SEVEN: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

- A. All modifications or amendments to this Interlocal Agreement must be in writing signed by both Parties with the same formality as that contained herein.
- B. If both Parties agree, any disputes arising from this Interlocal Agreement which cannot be resolved by the Parties may be settled through voluntary mediation.

The Parties may also utilize any other legal remedies available under Florida law to either Party with respect to the disputed matters.

- C. Either Party may terminate this Interlocal Agreement for any reason by giving the non-terminating party ninety (90) days written notice of its cancellation. In the event of termination, the City will be responsible for paying any costs per this Interlocal Agreement incurred up to the date of termination.

SECTION EIGHT: LIABILITY

The Parties agree that by execution of the Interlocal Agreement no Party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided for in §768.28, Florida Statutes, as it may be revised or amended from time to time.

SECTION NINE: NOTICES

All notices to the City and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit with Federal Express, or any other nationally recognized carrier, and shall be directed to the following address:

For the City: City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34145

For the County: Transit Director
LeeTran
3401 Metro Parkway
Fort Myers, FL 33901

SECTION TEN: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on January 30, 2026, and continue through January 29, 2027. If said execution of Interlocal Agreement occurs after January 30, 2026, it shall become retroactive with all terms and conditions having the effective date of January 30, 2026.

SECTION ELEVEN: SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby, and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

SECTION TWELVE: FILING

This Interlocal Agreement and any subsequent amendments shall be filed with the

Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

IN WITNESS WHEREOF, the PARTIES have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
MIKE SHEFFIELD

CITY OF BONITA SPRINGS

City Clerk

Mike Gibson, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF BONITA
SPRINGS ONLY:

Derek Rooney, City Attorney

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Lee County Clerk

BY: _____
Chair

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY:

BY: _____
Lee County Attorney's Office

Bonita Springs MoD Service Area



Route 600 3/4 Mile Buffer

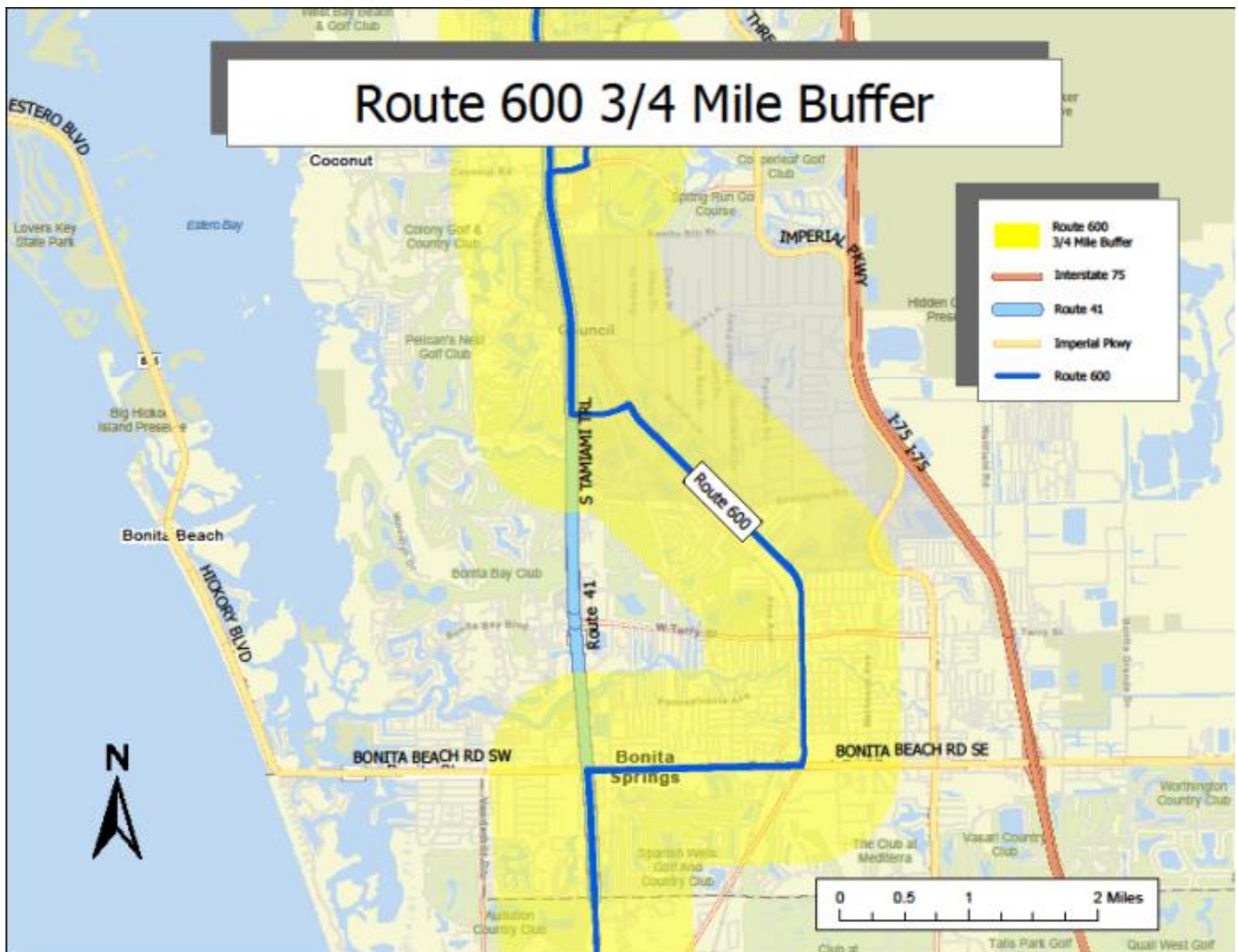


Exhibit B Cost Breakdown

FY26 Bonita Springs Demand Response Transit						
Monday through Sunday Service						
	Cost Per Hour	Hours Mon-Sun	Days Mon-Sun	Annual Hours	Total Cost	
Vehicle 1						
Bonita Springs	\$ 95.7400	1.53	359	550.71	\$	52,724.59
Lee County	\$ 95.7400	11.47	359	4,116.29	\$	394,093.99
SUB-TOTAL	\$ 95.7400	13.00	359	4,667	\$	446,818.58
Vehicle 2						
Bonita Springs	\$ 95.7400	1.53	359	550.71	\$	52,724.59
Lee County	\$ 95.7400	11.47	359	4,116.29	\$	394,093.99
SUB-TOTAL	\$ 95.7400	13.00	359	4,667	\$	446,818.58
Vehicle 3						
Bonita Springs	\$ 95.7400	1.53	359	550.71	\$	52,724.59
Lee County	\$ 95.7400	11.47	359	4,116.29	\$	394,093.99
SUB-TOTAL	\$ 95.7400	13.00	359	4,667	\$	446,818.58
Vehicle 4						
Bonita Springs	\$ 95.7400	13.00	359	4,667.00	\$	446,818.58
Lee County	\$ 95.7400	0.00	359	-	\$	-
SUB-TOTAL	\$ 95.7400	13.00	359	4,667	\$	446,818.58
TOTAL Vehicles						
					\$	1,787,274.32
Contributing Share						
Bonita Springs					\$	604,992.36
Lee County					\$	1,182,281.96
Mon through Sun service excluding 6 holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas)						
* Figures based on actual hourly operational cost on FY25						

ITEM TITLE: Authorize the execution of the Bilateral Waiver of Conflict of Interest between the City and 3HWA, thereby enabling the finalization of the settlement agreement previously approved by City Council on May 7, 2025.

REQUESTOR: Derek Rooney, City Attorney & Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

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

BACKGROUND:

On May 7, 2025, City Council approved a settlement agreement with 3HWA Land Holdings LLC, Kevin Stoneburner, and Darlene's Grove LLC, in connection with the Bonita Grande Drive Extension Project.

Paragraph 1.1 of the agreement specified that the City would permit the relocation and restoration of the Owners' surface water management agriculture ditch and berm on the Owners' property in compliance with existing SFWMD permits. The relocation of the Owners' ditch and berm will allow for the Bonita Grande Drive roadway to be constructed to the future park entrance.

The City's roadway engineer, Bowman Consulting Group LTD., has pursued permit modifications with the SFWMD, the Water Management District is requiring modification of 3HWA District Permits: 36-00093-S and 36-108946-P. These permit improvements were designed by RWA Engineering for 3HWA Inc.

The City's consultant, Bowman, needs to work collaboratively with 3HWA's engineer, RWA, to develop permit modifications that will allow for the road's construction. RWA is currently engaged as an expert witness for 3HWA in the Eminent Domain Litigation with the City. The purpose of the settlement agreement was to resolve the matter without further Eminent Domain litigation. In order for the settlement agreement's terms to be met, the Water Management District permits need to be modified.

The City, 3HWA, RWA, and Bowman do not deem the coordination between RWA and Bowman to modify the permits as a conflict of interest. Thus, the City and 3HWA propose to execute a bilateral Waiver of Conflict of Interest to allow for coordination in the permit modifications.

STAFF RECOMMENDATION: Authorize the execution of the Bilateral Waiver of Conflict of Interest between the City and 3HWA, thereby enabling the finalization of the settlement agreement previously approved by City Council on May 7, 2025.

ATTACHMENTS:

1. Waiver of Conflict of Interest

REVIEWERS:

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

WAIVER OF CONFLICT OF INTEREST

The City of Bonita Springs (“the City”) and 3HWA, Inc. (“3HWA”) hereby acknowledge that the engineering firm of RWA Engineering (“RWA”), is currently engaged as an expert witness for 3HWA in the eminent domain litigation styled as *City of Bonita Springs v. 3HWA Land Holdings, LLC, et al.* (the “Litigation”). The City’s engineer is Bowman Consulting Group, LTD (“Bowman”).

The City desires to engage RWA for services related to the modification of 3HWA’s South Florida Water Management District Permit Numbers 36-00093-S and 36-108946-P, which the City is pursuing consistent with the parties’ Settlement Agreement (attached hereto as Exhibit A). Bowman is not modifying the permit but may consult with RWA to assist in accomplishing the permit modification.

These arrangements create the potential for a future conflict among the interests of the City and 3HWA, should the Litigation require a hearing on the merits. However, the City, 3HWA, RWA, and Bowman do not deem the above-described services to be a present conflict of interest. Accordingly, to move forward with these services, the City and 3HWA shall each execute this bilateral Waiver of Conflict of Interest.

1. City’s Waiver as to RWA

By signing below, the City acknowledges and expressly and voluntarily agrees that the facts and assertions contained herein are true and correct. The City acknowledges and expressly and voluntarily agrees that it has been advised of and has had the opportunity to seek counsel regarding potential conflicts of interest that may arise as a result of RWA’s work in connection with the above-described services. Notwithstanding any potential conflict, whether real or hypothetical, arising solely from RWA’s work in connection with those services, the City hereby freely and voluntarily waives any such conflict that may presently exist or that may arise during the course of those services.

2. 3HWA’s Waiver as to Bowman

By signing below, 3HWA acknowledges and expressly and voluntarily agrees that the facts and assertions contained herein are true and correct. 3HWA acknowledges and expressly and voluntarily agrees that it has been advised of and has had the opportunity to seek counsel regarding potential conflicts of interest that may arise as a result of Bowman’s work in connection with the above-described services. Notwithstanding any potential conflict, whether real or hypothetical, arising solely from Bowman’s work in connection with those services, 3HWA hereby freely and voluntarily waives any such conflict that may presently exist or that may arise during the course of those services.

3. Privilege Protections

RWA and Bowman acknowledge that the parties do not presently anticipate that performance of the above-described services will require either engineer to share with the other party any work product privileged or attorney-client privileged information created during and/or shared with them during the Litigation. Each engineer agrees to use their best efforts to protect and not share any such privileged information with the other party, and to notify their respective client immediately if an inadvertent disclosure occurs. In the event either engineer is uncertain whether information is privileged, they will consult with their respective client’s counsel of record in the Litigation prior to any disclosure.

4. Duration and Termination of Waiver

This waiver and consent shall be effective until either engineer is given written notice by either the City or 3HWA that a conflict, real or perceived, exists with regard to the Litigation that is not or will no longer be waived, or until such time as either engineer determines they are incapable of performing the above-described services by virtue of any such real or potential conflict. Should such a determination be made, the engineer will notify both the City and 3HWA in writing.

Should a non-waivable conflict arise, each party acknowledges and agrees that the engineer associated with the other party will terminate performance of the above-described services, and the party receiving such termination will not seek to exclude that engineer from performing services as a testifying expert on behalf of their original client during the Litigation.

CITY OF BONITA SPRINGS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3HWA LAND HOLDINGS, LLC

By: _____
Name: _____
Title: _____
Date: _____

RWA

By: _____
Name: _____
Title: _____
Date: _____

BOWMAN CONSULTING GROUP, LTD

By: _____
Name: _____
Title: _____
Date: _____

ITEM TITLE: Approve the special event permit for the Veterans Day Service and temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street from approximately 8 am to 11 am on Tuesday, November 11, 2025.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY: N/A

BACKGROUND:

The Bonita Springs Veterans Day Ceremony is an annual service held on Veterans Day to honor those who have served our country. This event is coordinated by the Bonita Springs Veterans Advisory Committee.

In 2024, there was a temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street for the duration of the service. The Veteran Advisory Committee expressed interest in continuing the road closure in 2025. Old 41 would be closed from Ragsdale St to Wilson St from approximately 8 am to 11 am.

Staff will also coordinate with the Lee County Sheriff's Office for the closure. Funding is provided for the event within the FY 2025-2026 budget.

STAFF RECOMMENDATION: Approve the special event permit for the Veterans Day Service and temporary road closure of Old US 41 Road from Wilson Street to Ragsdale Street from approximately 8 am to 11 am on Tuesday, November 11, 2025.

ATTACHMENTS:

1. Special Event Permit Application
 2. MOT Map
 3. Event Flyer
-

REVIEWERS:

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

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

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: 9/11/2025

Effective Date/Time: _____

Application Fee: ☐ \$50.00 Phone: 239/949-6262
☐ \$25.00 (501C3 organizations)
Fee is non-refundable

Fax: 949-6239

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

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

Organization: City of Bonita Springs
Nature of Event: Veterans Day Event 2025
Location (Attach Site Plan): Riverside Park

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>11/11/2025</u>	<u>8am</u> to <u>9am</u>	<u>9am</u> to <u>10:30 am</u>	<u>10:30 am</u> to <u>11:30 am</u>

For multiple dates, please attach letter.

Has this event been held in the past? yes If so, when was the last event? 2024
Individual Contact for Activity/Event: Karissa Minisi Phone: 239-949-6262
Address: 9101 Bonita Beach Rd SE Website: City of Bonita Springs .org
E-Mail Address: Karissa.Minisi@cityofbonitasprings.org
Major Sponsor(s): N/A
Promoter(s): V/A Phone or Contact #: NA

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

Yes ☐ No ☒

Actual Anticipated number: _____

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

Yes No

15. Sanitary Facilities:

- Will temporary sanitary facilities be provided? If yes, indicate location on site plan. ☐ ☒
- Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan. ☐ ☒
- Will additional refuse containers/dumpsters be provided? ☐ ☒

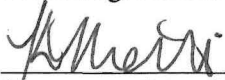
If yes, by whom: _____

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

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

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

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

 09/11/2025
Signature of Applicant Date

Comments: _____

City Manager Date

Comments: _____

Application Fee is non-refundable.

VETERANS DAY CEREMONY

HONORING ALL WHO SERVED

Tuesday, November 11th, 2025

9:00 am

Riverside Park 10450 Reynolds Street

Guest Speaker

Colonel Martin Spann (ret)

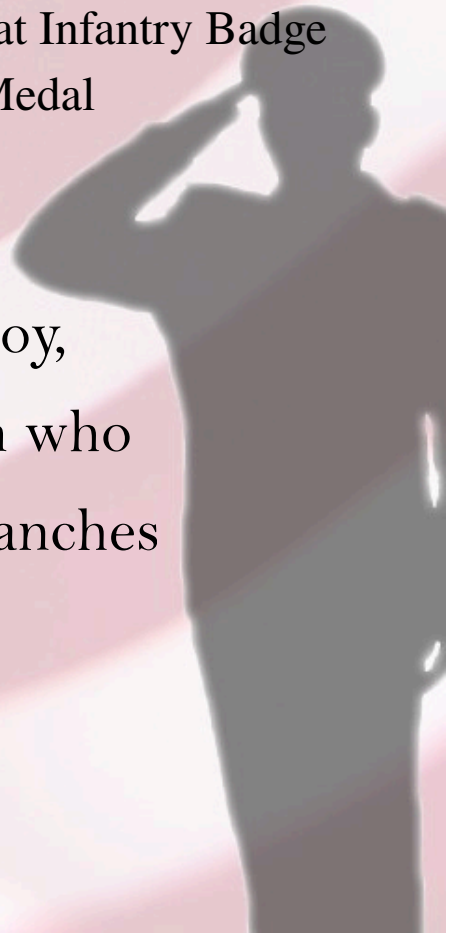
U.S. Marine Corps/U.S. Army

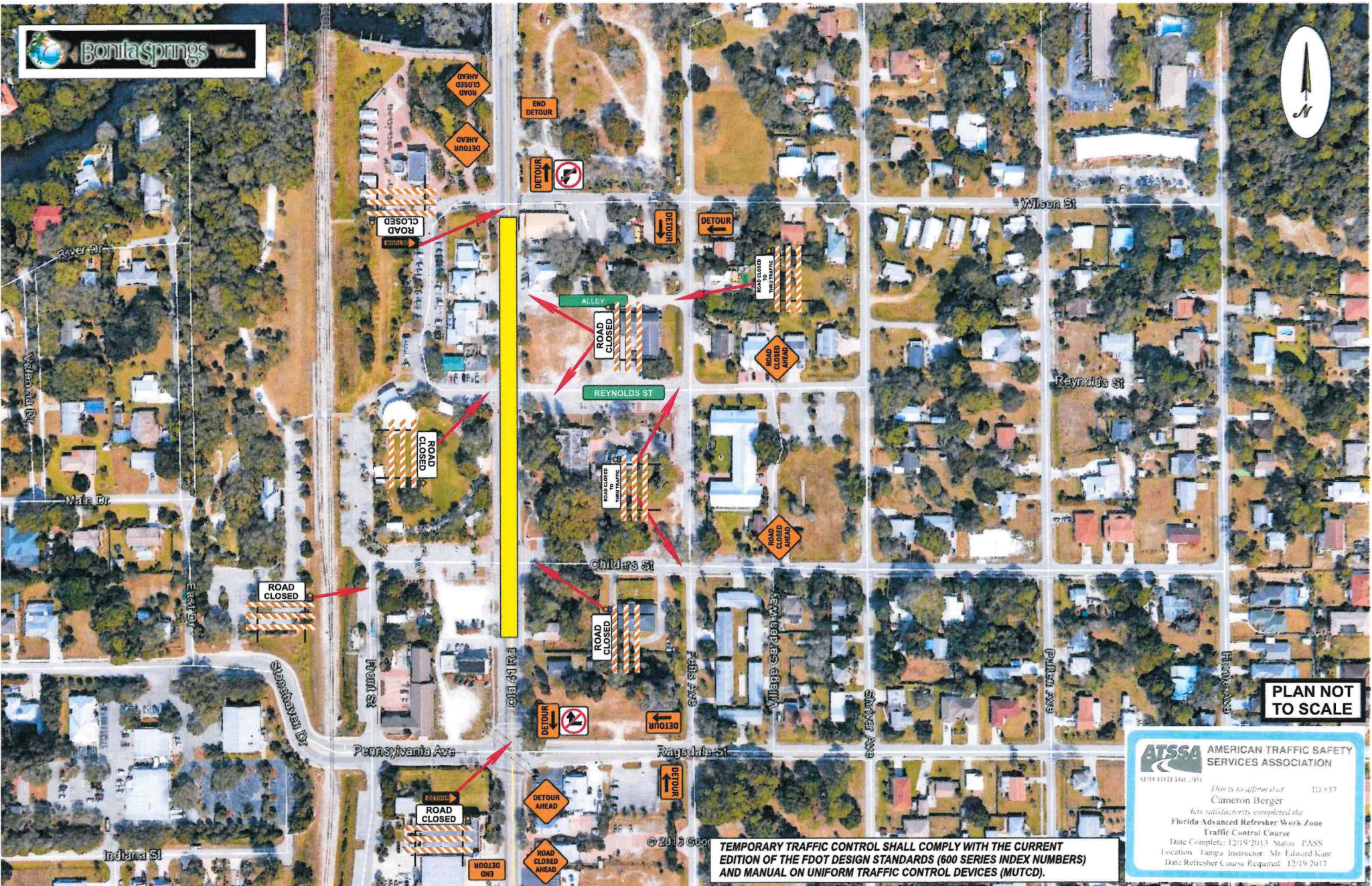
Three Bronze Stars, Purple Heart Medal, Master Combat Infantry Badge
& Combat Action Badge, and the Soldiers Medal



For the freedoms that we all enjoy,
Thank You to the men and women who
have and continue to serve in all branches
of our U.S. Armed Forces.

*For more information, please call
Bonita Springs City Hall at (239) 949-6262*





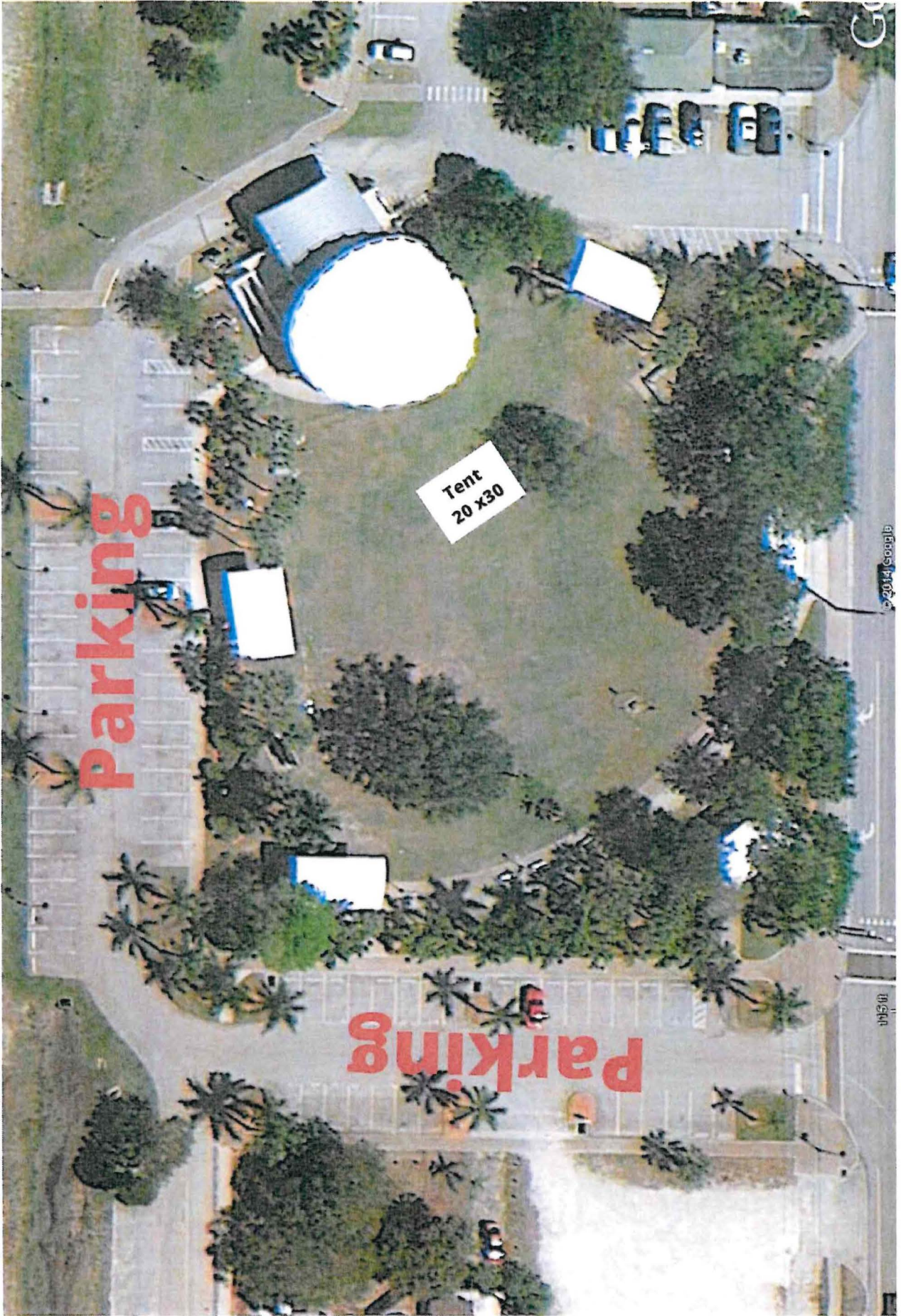
PLAN NOT TO SCALE

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

**AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION**
14710 30TH ST. #101

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

10 x 17



Tent
20 x30

Parking

Parking

Go

© 2014 Google

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ITEM TITLE: Approve a Resolution to engage ten (10) firms for the City's Construction Manager at Risk Continuing Services Contractor (CN 25-17) and authorize staff to enter into negotiations with the selected firms.

REQUESTOR: Matt Feeney, Assistant City Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: #6 Government Transparency and Efficiency

BACKGROUND:

On August 14, 2025, the City received ten (10) sealed Letters of Interest for Construction Manager at Risk Continuing Services Contractor CN 25-17.

On September 9, 2025, the Selection Committee met to evaluate the submittals. After review, the committee recommended ten (10) firms to provide professional services to the City. Listed in no particular order, these firms are:

Capital Consulting Solutions	Owen-Ames-Kimball
Carbonsix Construction	Persons Services Corp.
DEC Contracting Group	Rycon Construction, Inc.
Gilbane Building Company	Seagate Development Group
OneSource Construction Co. & Builders	Wright Construction Group

STAFF RECOMMENDATION: Staff recommends award of Construction Manager at Risk Continuing Services Contractor to the ten (10) above-referenced firms.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 10 FIRMS FOR THE CITY'S CONSTRUCTION MANAGER AT RISK CONTINUING SERVICES CONTRACTOR CN 25-17 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE TEN (10) FIRMS SELECTED.

WHEREAS, the City advertised for Construction Manager at Risk Continuing Services Contractor and received ten (10) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and selected the following firms:

- Capital Consulting Solutions
- Carbonsix Construction
- DEC Contracting Group
- Gilbane Building Company
- OneSource Construction Co. & Builders
- Owen-Ames-Kimball
- Persons Services Corp.
- Rycon Construction, Inc.
- Seagate Development Group
- Wright Construction Group

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

Section 1. The Selection Committee's recommendation to engage the ten (10) firms enumerated above for the City's Construction Manager at Risk Continuing Services Contractor CN 25-17, is hereby approved.

Section 2. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 1st day of October, 2025.

AUTHENTICATION:

Mike Gibson, Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed by City Clerk : _____

ITEM TITLE: Approve agreement with GrantWorks, Inc. for Grant Management Services for the Pennsylvania Avenue Corridor Improvement Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 1) Stormwater Management and Resiliency, 2) Vehicular and Multi-modal Transportation Networks

BACKGROUND: On May 29, 2025, the City received three (3) sealed responses for Grant Management Services for the Pennsylvania Avenue Corridor Street Improvement Project RFQ 25-06.

On June 11, 2025, the Selection Committee met to evaluate the submittals. The Committee met on June 24 and June 26, 2025 to hear presentations and selected GrantWorks, Inc. as the top ranked firm. City Council approved staff to negotiate with GrantWorks, Inc. for a grant management services contract on July 16, 2025.

Funding for these services is provided by a Community Development Block Grant – Disaster Recovery (CDBG-DR) Subrecipient Agreement with Lee County for the Ragsdale/Pennsylvania/Arroyal Corridor Street Improvement Project (CIP 30.250.541.6311) which was approved by City Council on February 5, 2025.

STAFF RECOMMENDATION: Approve agreement with GrantWorks, Inc. for grant management services for the Pennsylvania Avenue Corridor Improvement Project.

ATTACHMENTS:

1. GrantWorks, Inc. Contract Agreement

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this Enter day day of Enter month, 2025, between the City Council of the City of Bonita Springs, a municipality incorporated in the State of Florida (hereinafter referred to as the "City") and **GrantWorks, Inc.** (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: **Pennsylvania Avenue Corridor Improvement Plan – Grant Management Services**, and

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

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

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

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

1.01 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that U.S. Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery financial assistance will be used to fund all or a portion of the contract. The consultant will comply with all applicable federal laws, regulations, executive orders, HUD CDBG-DR policies, procedures and directives as outlined in Exhibit L.

ARTICLE 2.00-DEFINITIONS

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

2.01 CITY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

The term "Professional Services" shall refer to all of the services, work materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors

the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 STANDARDS OF PROFESSIONAL SERVICE

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

3.03 CITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

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

3.04 LIABILITY AND HOLD HARMLESS

To the fullest extent permitted by Florida law, the Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all third party liabilities, damages, losses and costs, to person or property arising out of or caused by any negligent or willful act, omission, error or default by the Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the negligence or willful misconduct of the City of Bonita Springs. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Consultant and the City of Bonita Springs, the indemnification and hold harmless obligation of this provision shall be apportioned on a comparative fault basis.

3.05 SCRUTINIZED COMPANIES STATEMENT

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Florida Statute §287.135, the City may immediately terminate

this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. As provided in Florida Statute 287.135(8), if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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

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

As provided in Subsection 287.133(2)(a), Florida Statutes, as it relates to the management of an entity that has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

As provided in Subsection 287.607.1501(1), Florida Statutes. A foreign corporation may not transact business in the state of Florida until it obtains a certificate of authority from the Department of State.

3.06 NOT TO DIVULGE CERTAIN INFORMATION

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

The City and Consultant shall comply with Florida Statutes 337.168 (Confidentiality of official estimates and bid analysis and monitoring system).

- i. A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of Florida Statutes 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
- ii. The bid analysis and monitoring system of the department is confidential and exempt from the provisions of Florida Statutes 119.07(1). This exemption applies to all system documentation, input, computer processes and programs, electronic data files and output, but does not apply to the actual source documents, unless otherwise exempted under other provisions of law.

3.07 ADDITIONAL SERVICES

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

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the City incur or accept any obligation to compensate the Consultant for any additional services unless

and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

3.08 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

3.09 IMMIGRATION LAW COMPLIANCE

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

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

ARTICLE 4.00-COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

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

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Consultant's invoice and written approval for same by the City indicating that the products and services have been provided in conformity with this Agreement. The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT SCHEDULE

The City shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the City object or take

exception to the amount of any Consultant's invoice statement, the City shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the City shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

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

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

ARTICLE 5.00-TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE-TO-PROCEED

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

5.02 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 6.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

ARTICLE 7.00-APPLICABLE LAW

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

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

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to City hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits

of, or otherwise be subjected to discrimination. The Consultant shall comply with the state laws in the hiring of sub-consultants.

ARTICLE 9.00-INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 10.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

The Consultant, in support of the City, will cooperate with Florida Statutes 20.055(5) that includes every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to the Florida Statutes.

ARTICLE 11.00-MAINTENANCE OF RECORDS

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

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

11.01 COMPLIANCE WITH PUBLIC RECORDS LAW

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

- b. Keep and maintain public records required by the City to perform the service.
- c. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes §119 or as otherwise provided by law.
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.
- e. Upon completion of the Contract, transfer, at no cost, to the City of Bonita Springs all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- f. The City will consider it a breach of contract should the Consultant fail to comply with any public records request.

- g. A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
- h. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CITY CLERK) AT: 239-949-6262, CITY OF BONITA SPRINGS, 9101 BONITA BEACH ROAD, BONITA SPRINGS, FL 34135, clerk@cityofbonitasprings.org.**
- i. If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 12.00-HEADINGS

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

ARTICLE 13.00-ENTIRE AGREEMENT

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

ARTICLE 14.00-NOTICES AND ADDRESS OF RECORD

14.01 NOTICES BY CONSULTANT TO CITY

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

Elly Soto McKuen, Public Works
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

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

14.02 NOTICES BY CITY TO CONSULTANT

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

GrantWorks, Inc.
108 South Monroe Street
Tallahassee, FL 32301
Telephone Number: (949) 705-8542
Fax Number: (512) 420-0302
ATTENTION: Rick Faircloth

14.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 15.00-TERM

It is anticipated that a contract will be awarded for an agreed upon term of time (3 years) to complete the project and to begin upon approval and execution by the City with the opportunity to extend the contract for additional time (2-1 year extensions) as may be deemed necessary and when in the best interest of the City. The decision to extend the Contract shall be at the discretion of the City.

ARTICLE 16.00-TERMINATION

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

16.01 TERMINATION FOR CAUSE AND/OR CONVENIENCE

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

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

ARTICLE 17.00-MODIFICATIONS

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

ARTICLE 18.00-ACCEPTANCE

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

ARTICLE 19.00-CONTRACT PROVISIONS

All contracts shall contain the following provisions as applicable.

19.01 EQUAL EMPLOYMENT OPPORTUNITY:

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

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (7) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended, in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed as remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of labor or as otherwise provided by law.
- (8) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 4, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

- 19.03 **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:**
Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- 19.04 **ENERGY POLICY AND CONSERVATION ACT:**
Consultant must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 19.05 **SUSPENSION AND DEBARMENT:**
This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- This certification is a material representation of fact relied upon by City of Bonita Springs. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Bonita Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 19.06 **BYRD ANTI-LOBBYING AMENDMENT:**
Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay and person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 19.07 **MAINTENANCE OF RECORDS/ACCESS TO RECORDS**
Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
- Consultant shall provide, when requested, access by the City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Consultant agrees to provide the City Manager or his/her authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

Consultant shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Consultant and at the expense of the City.

19.08 RECOVERED MATERIALS:

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

19.09 REMEDIES:

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

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

19.10 HUD REIMBURSEMENT

Work completed under this Agreement may be reimbursed by HUD. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

19.11 FEDERAL FUNDING

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the City or "pass-through" from another entity, the City is required to and will follow

the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.318 through 200.327

Consultant, further referred to as Consultant within this section, shall work with the City under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II.
- (2) 24 CFR Part 570 – Community Development Block Grants as amended by the CDBG-DR Consolidated Waivers and applicable Alternative Requirements Notices.
- (3) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities.

Contract Cost and Price: The City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

19.12 DOMESTIC PREFERENCE FOR PROCUREMENT (2 CFR §200.322)

As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

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

19.13 BUSINESS RELATIONSHIP DISCLOSURE REQUIREMENT (If applicable)

Florida Statutes 112.313(2) and 112.313(7) prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. It is the responsibility of the Consultant to disclose this relationship and failure to do so may result in being declared non-responsive.

Under the provisions of Florida Statutes 112.317, a failure to make any required disclosures constitutes grounds for, and may be punished by, one or more of the following: impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not to exceed \$10,000.00.

19.14 BACKGROUND SCREENING COMPLIANCE

As applicable, the Consultant is responsible for ensuring that any required background screening is conducted in accordance with Florida Statutes 435. Florida Statutes 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Consultant who will have contact with any vulnerable person, as defined in the statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida Law. Such requirements shall flow down to sub-contractors of the prime Consultant and Consultant shall ensure compliance with Chapter 435 of such parties.

19.15 MONITORING AND REPORTING PROGRAM PERFORMANCE

The City is responsible for the oversight of the federal funding ensuring compliance with all requirements and meeting performance expectations. The City may request information from the Consultant to provide quarterly reports to Lee County as the funder. The City reserves the right to request the Consultant disclose and certify and requested activities in accordance with reporting requirements noted within the Agreement Any reporting obligations or requirements shall comply with 2 CFR 200.329 (Notice of the awarding agency requirements and regulation pertaining to reporting).

19.16 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

The City and Consultant agree that through the procurement process for the Grant Management Services for Pennsylvania Avenue Corridor Improvement Project that the City followed the requirements outlined in Florida Statutes 287.05701.

(1) As used in the referenced Florida Statute the term “awarding body” means

- a. For state contracts, an agency or the department
- b. For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state

(2.a) An awarding body may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor’s social, political, or ideological interests

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

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

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

ATTEST:

CITY OF BONITA SPRINGS:

CITY CLERK

AUTHORIZED SIGNATURE

DATE

DATE

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

ATTEST:

CONSULTANT:

Witness

AUTHORIZED SIGNATURE

Witness

TITLE

DATE

CORPORATE SEAL

EXHIBIT A

Scope of Professional Services Pennsylvania Avenue Corridor Improvement Project Grant Management Services

Date: September 18, 2025

Basic Services

Section 1 General Scope Statement

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

Section 2 Tasks

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

Subtasks:

Project Planning, Kickoff, and Stakeholder Engagement:

- Assist in developing programs, program budgets, and timelines, including the creation of policies and procedures for the infrastructure program.
- Schedule and hold internal and formal project kickoff meetings with the City, service providers, Bonita Springs, SRGA, engineers, environmental, and acquisition specialists.
- Meet with principal parties to introduce staff, discuss HUD CDBG-DR, and outline reimbursement actions.
- Establish regular contact and communication with project engineers, City Council, contractors, and stakeholders.
- Attend and participate in project, stakeholder, and pre-construction meetings as needed to support City staff and project progress.
- Create a Communication Plan to ensure ongoing project updates are available on the website and provide outreach support as needed.
- Assist the City in submitting any revisions to project application in the SRGA's system of record, if required.

Project Design, Scope, and Implementation:

- Serve as subject matter expert for project design, construction management, planning, and implementation of this large-scale CDBG-DR and CDBG-MIT infrastructure project, ensuring HUD regulatory compliance.
- Work with City and engineers to create detailed implementation timelines matching Bonita Springs/SRGA expectations.
- Monitor and advise on project design to ensure schedule adherence, anticipate and resolve delays, cost overruns, and scope changes.
- Review engineering plans and estimates, bid and contract documents, and contract amendments for conformance with CDBG-DR contract performance statements and compliance with federal, state, and local requirements.

Procurement and Contract Administration:

- Advise and assist City in procurement processes in line with 2 CFR Part 200, the City's local policies, Bonita Springs/SRGA, and federal standards.

- Review City's procurement policies/procedures, project-related procurements, and contract documents to ensure compliance.
- Assist in developing and reviewing project-specific contracts, ensuring SRGA approval and adherence to the City's Agreement.
- Coordinate contractor selection, pre-award conferences, and oversee procurement processes including bid posting, evaluation, award, and contract execution.
- Facilitate milestone payments, track invoices and payments, and process contract extensions or amendment requests if needed.
- Maintain regular communication with City staff regarding the status of activities, workload, processing, and any potential issues or needs as they arise.
- Assist the City's Grant Manager with the development and drafting of project-specific contracts, ensuring all contracts are reviewed by SRGA prior to execution and adhere to the terms and conditions of the City's Agreement with SRGA.

Compliance, Monitoring, and Reporting:

- Provide grant compliance and monitoring support, including quality assurance, technical assistance, and reporting duties related to HUD and SRGA regulations and requirements (e.g., 2 CFR Part 200, Davis-Bacon, Uniform Relocation Act, Section 3, federal environmental requirements).
- Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the SRGA.
- Ensure that fraud prevention and abuse practices are in place and being implemented.
- Monitor project cost estimates to ensure reasonableness.
- Advise on disaster response, recovery, and program administration regulations, and ensure fulfillment of all grant, environmental, and labor standards.
- Collect, evaluate, and develop or revise program policies, procedures, checklists, and workflow processes.
- Support audits, monitoring, and compliance reviews by HUD, SRGA, and other agencies, and provide post audit support as needed.
- Prepare, review, and submit progress, monthly, quarterly, milestone, and closeout reports in formats acceptable to the City, HUD, and SRGA, including revised cost reports, updated work plans, and financial documentation.
- Provide progress reports documenting accomplishments within the past quarter, issues or risks faced, and their resolutions, and projected activities for the upcoming quarter.
- Assist City with ongoing compliance with all terms and conditions of the City's Subrecipient Agreement.
- Infrastructure Program Guidelines, Lee County's Action Plans and amendments, and all applicable federal, state, and local laws.
- Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- Assist in preparing and submitting to SRGA, within ten (10) calendar days after the end of each month:
 - A revised detailed report measuring actual costs versus project costs.
 - An updated Activity Work Plan documenting any changes to project progress with justifications.
 - A monthly revised detailed implementation timeline consistent with milestones, reporting actual progress against projections.

Environmental Review:

- Maintain close coordination with SRGA, local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization.
- Provide requested project details to SRGA for preparation of environmental review.
- Ensure the file includes copies of the FONSI, Request for Release of Funds floodplain/wetland early and final notices required for complete file records.

- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43.
- Process environmental review and clearance in accordance with NEPA.
- Advise SRGA of potential environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required.

Real Property Acquisition:

- Conduct or assist with property acquisition and related relocation in compliance with the Uniform Act, and submit acquisition reports to Bonita Springs/SRGA, if required.

Data, Records, and Financial Management:

- Establish and maintain data management, filing, and recordkeeping systems for project documentation and financial management to support tracking, reporting, and compliance.
- Compile and maintain audit-ready records accessible to the City, SRGA, and HUD, including documentation in the GW20/20 electronic database as applicable.
- Support the City in developing internal controls and anti-fraud, waste, and abuse protocols.
- Ensure all project-related financial transactions are documented, reconciled, and meet reporting requirements.
- Complete draw request forms and supporting documents for submission to SRGA for reimbursement.

Construction Oversight:

- Oversee project activities to ensure adherence to budget, scope, and schedule during construction.
- Review contractor pay requests, change orders, payrolls, and conduct on-site interviews for Davis-Bacon compliance.
- Identify and mitigate hazardous materials and conditions by developing safety protocols and distributing plans to contractors and subcontractors in preconstruction meetings.
- Coordinate and document contractor selection, manage pre-construction conferences, and provide ongoing support for contract management and documentation.
- Ensure all contractual and regulatory requirements are met before project closeout and release of retainage.
- Participate in regularly scheduled progress meetings, if requested.

Labor Compliance:

- Assist City with designating a Labor Compliance Officer
- Coordinate with the engineer and public works staff for appropriate wage decisions
- Perform verification of current wage decisions before the bid advertisement
- Establish Labor Compliance/Payroll System
- Create LPTracker Accounts for prime and any subcontractors & conduct user training, if required.
- Attend Preconstruction Meeting
- Complete Weekly Payroll Reviews beginning with contractor's NTP through construction complete
- Resolve issues with the contractor regarding payroll corrections required
- Conduct Quality Control Reviews to ensure proper wage classifications
- Conduct On-Site Interviews with all labor categories

Closeout Support:

- Advise on project and program closeout processes, assist with preparing and submitting final closeout reports and documentation within required timeframes and ensure orderly retention of records.
- Assist with all applicable closeout reports due no later than thirty (30) calendar days after the Agreement ends or is terminated, ensuring complete and accurate closeout of infrastructure activities and proper data and documentation retention.

- Review all contracts, change orders, and project records to confirm all eligible reimbursement requests are submitted before contract termination.
- Prepare and submit required grant completion, environmental, historic preservation, and beneficiary documentation to HUD and/or SRGA.

Transition Support:

- Provide up to six (6) months of transition assistance if the Consultant contract is not renewed, ensuring transfer of knowledge, systems, and documentation to successor staff.

EXHIBIT B

Compensation and Method of Payment Pennsylvania Avenue Corridor Improvement Project Grant Management Services

Date: September 18, 2025

Section 1 Basic Services/Task(s)

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

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

Milestone Number	Milestone Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (WIPP)
1	Project Kickoff and Management Plan	\$ 68,250	LS	
2	Construction Bid Advertised	\$ 102,375	LS	
3	Construction Notice to Proceed Issue	\$ 102,375	LS	
4	Construction 30% Complete	\$ 102,375	LS	
5	Construction 60% Complete	\$ 102,375	LS	
6	Construction 100% Complete	\$ 102,375	LS	
7	Construction Complete	\$ 68,250	LS	
8	Closeout Completed and Approved	\$ 34,125	LS	
Total		\$ 682,500		

Compensation and Method of Payment – Page 2
 Pennsylvania Avenue Corridor Improvement Project
 Grant Management Services
 Consultant's Personnel Hourly Rate Schedule*

Date: September 18, 2025

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

CONSULTANT OR SUB-CONSULTANT NAME: GrantWorks, Inc.

(A separate page should be included for each sub-consultant.)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct** Payroll Average Hourly Rate	(3) Hourly Rate To Be Charged
N/A	N/A	\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00

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

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

EXHIBIT C

Time and Schedule of Performance Pennsylvania Avenue Corridor Improvement Project Grant Management Services

Date: September 18, 2025

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

Note: Some phases may overlap, and specific dates will depend on notice to proceed, dates of engagement events and/or council meetings, timeliness of approval of documents from the City, and other unforeseen circumstances.

Milestone Number	Milestone Title	Number of Calendar Days For Completion of Each Phase and/or Milestone	Cumulative Number of Calendar Days for Completion From Date of Notice to Proceed
1	Project Kickoff and Management Plan		
2	Construction Bid Advertised		
3	Construction Notice to Proceed Issued		
4	Construction 30% Complete		
5	Construction 60% Complete		
6	Construction 100% Complete		
7	Construction Complete		
8	Closeout Completed and Approved		
	Total Project Completion		1,200

EXHIBIT D

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)
Pennsylvania Avenue Corridor Improvement Project
Grant Management Services

Date: September 18, 2025

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage (Yes or No)
N/A		

EXHIBIT E

Project Guidelines and Criteria
Pennsylvania Avenue Corridor Improvement Project
Grant Management Services

Date: September 18, 2025

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

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

Item No. 1
None

EXHIBIT F

Truth in Negotiation Certificate
Pennsylvania Avenue Corridor Improvement Project
Grant Management Services

Date: September 18, 2025

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Council of the City of Bonita Springs for the project known as the Pennsylvania Avenue Corridor Improvement Project – Grant Management Services.

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

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

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

Company Name: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public Seal

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT G

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
☒ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. ☒ The policy shall be endorsed to provide a waiver of subrogation in favor of the City. NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
☒ Employer's Liability	\$1,000,000 single limit per occurrence (Workers' Compensation Part B)
☒ Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage ☒ \$1,000,000 per occurrence, \$1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
☒ Indemnification	To the fullest extent permitted by Florida law, the Contractor/Vendor/Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the City of Bonita Springs, its officers and employees from any and all third party liabilities, damages, losses and costs, to person or property arising out of or caused by any negligent or willful act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this agreement or its performance. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the negligence or willful misconduct of the City of Bonita Springs. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Contractor/Vendor/Consultant and the City of Bonita Springs, the indemnification and hold harmless obligation of this provision shall be apportioned on a comparative fault basis.
☒ Automobile Liability	☒ \$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
☒ Other insurance as noted:	☐ Watercraft \$ Per Occurrence ☐ United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. STATUTORY ☐ Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.

☐ Railroad Right of Way	\$ Per Occurrence ☐ Property Insurance (Or Builder's Risk) Full insurable value of the scope of the work ☐ Pollution \$ Per Occurrence ☒ Professional Liability \$ 1,000,000 per claim and in the aggregate ☐ Umbrella Excess \$ Per Occurrence ☐ Railroad Protective Liability Insurance per occurrence limit of not less than Two Million Dollars (\$2,000,000) and aggregate limits of Six Million Dollars (\$6,000,000) to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Insured. Seminole Gulf Railway also requires your <u>General Liability policy coverage to be \$5,000,000.</u> They require you to include Seminole Gulf Railway LP and CSX Transportation, Inc. as a named Additional Insured for General Liability and the policy must include the endorsement CG 2417, Contractual Liability and must not exclude underground coverage. For additional information on their insurance requirements <u>and other requirements such as payment for and scheduling Railroad Inspector / Flagman</u>, please contact Seminole Gulf Railway LP, 4110 Centerpointe Dr. Suite 207, Ft. Myers FL 33916, Phone # 239-275-6060 and FAX 239-275-0581.
☐ Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with The City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Bonita Springs on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
☐ Performance and Payment Bonds	If the box is checked for a project less than \$200,000, a performance bond will be required. For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. <u>Per FS §255.05, the Contractor shall provide a certified copy of the recorded bond to the City.</u>

☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ The City of Bonita Springs must be named as "**ADDITIONAL INSURED, INCLUDING PRODUCTS AND**

COMPLETED OPERATIONS” on the Insurance Certificate for Commercial General Liability.

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

☒ **Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days)**
Provided by the Insurance Carrier and/or the Vendor.

Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to The City of Bonita Springs.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The prospective vendor certifies, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- VENDOR:**

Unique Entity ID # (from SAM.gov)

Date _____

Street Address

Zip Code

29

EXHIBIT I

Drug-Free Workplace Certification

The undersigned will provide drug-free workplace by:

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

Vendor Signature

Date

Vendor Name

Company Name

EXHIBIT J

Scrutinized Companies & Foreign Countries of Concern Statement

SWORN STATEMENT UNDER SECTION 287.135(5) and SECTION 287.138(2) (a)-(c), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for **RFQ 25-06 – Pennsylvania Avenue Corridor Improvement Project – Grant Management Services**
2. This sworn statement is submitted by _____ whose business _____
[Name of entity submitting sworn statement]
address _____
is _____ and
(if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
_____.
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "foreign country of concern" as defined in section 287.138(1) (c), Florida Statutes, means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
8. I understand that "local governmental entity" as defined in section 287.135(1) (d) and section 287.138(1) (d) means a county, municipality, special district, or other political subdivision of the state.
9. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statements apply].**

☒ **Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

☐ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.

☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

☐ Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

☐ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

☐ Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

☐ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

☐ Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

☐ The entity submitting this sworn statement does not have business operations in Cuba or Syria.

☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

☒ Foreign Country of Concern (bid, proposal or contract renewal for any amount)

☐ The entity submitting this sworn statement does not have a “controlling interest” regarding any of the countries on the Foreign Country of Concern list.

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

The City will follow Florida Statute §287.138. If the City determines this Vendor has a controlling interest with a “foreign country of concern” as listed herein after the contract is executed, the contract may be terminated by the City by written notification.

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

(This section intentionally left blank)

Typed Name of AFFIANT

STATE OF _____ COUNTY OF _____

by _____ as _____
of _____, who personally swore or affirmed that he/she is
authorized to execute this document and thereby bind the Corporation, and who is personally
known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

For City of Bonita Springs use only

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

Scrutinized Companies that Boycott Israel List:

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

Scrutinized Companies with Activities in Sudan List:

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

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

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

Business Operations in Cuba or Syria:

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

Verified by: _____

Date: _____

Print Name

EXHIBIT K
AFFIDAVIT OF COMPLIANCE
FLORIDA STATUTES
SECTION 287.138 and 787.06

PROPOSAL NO.: RFQ 25-06 PROJECT NAME: Pennsylvania Avenue Corridor Improvement Project – Grant Management Services

Before me, the undersigned authority, personally appeared (Name of Affiant) _____ who, after being duly sworn, deposes and

1. Affiant is the **(Title)** _____ of **(Business Name)** _____ which does business in the State of Florida, hereinafter called the “Vendor.”
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a “controlling interest” in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual’s personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

(This section intentionally left blank.)

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____,
20_____, by _____ as _____
of _____, who personally swore or affirmed that he/she is
authorized to execute this document and thereby bind the Corporation, and who is personally
known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

EXHIBIT L
CERTIFICATIONS
CDBG-DR COMPLIANCE PROVISIONS
Housing and Infrastructure

This Exhibit to the Community Development Block Grant Disaster Recovery ("CDBG- DR") Program Subrecipient Agreement contains supplementary compliance conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the Agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

By signing this Exhibit, the Subrecipient certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

1. NATIONAL OBJECTIVES:

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Subrecipient must document that the approved activity(ies) met the approved National Objective, as necessary.

For Subrecipients with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

2. DUPLICATION OF BENEFITS:

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the County's responsibility to ensure that CDBG-DR programs provide assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient or Contractor must report all funds obtained for the same activity from any source from the date of the disaster until the activity is completed.

The Subrecipient or Contractor agrees to repay to the County, immediately upon demand, any assistance later received for the same purpose as the CDBG-DR funds and that exceeds the total need for the particular recovery purpose.

- a. **CDBG-DR Funds as Match (Infrastructure):** When applicable and approved by the County, Subrecipients may use grant funds to satisfy a match requirement, share, or contribution for any other Federal program when used to carry out an eligible CDBG-DR activity. This includes programs or activities administered by the Federal Emergency Management Agency (FEMA)

or U.S. Army Corps of Engineers (USACE). By law, only \$250,000 or less of CDBG-DR funds may be used for the non-Federal cost-share of any project funded by USACE. Furthermore, appropriations acts prohibit the use of CDBG-DR funds for any activity reimbursable by, or which funds are also made available by, FEMA or USACE.

For all match activities, Subrecipients must document that CDBG-DR funds have been used for the actual costs incurred for the assisted project and for costs that are eligible, meet a national objective, and meet other applicable CDBG requirements.

3. **EQUAL EMPLOYMENT OPPORTUNITY:**

The obligations undertaken by the Subrecipient or Contractor include, but are not limited to, the obligation to comply with all Federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

- a. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.
- b. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- c. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- d. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- e. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- f. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- g. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in Federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.

- h. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- i. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.
- j. **Executive Order 12259:** This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- k. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, state, and local governments under the Civil Rights Act of 1964.
- l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.
- m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- n. **Executive Order 11246:** This executive order applies to all Federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.
- o. **Florida Civil Rights Act of 1992, Title XLIV, Florida Statutes Chapter 760, Attachment R - Discrimination in the Treatment of Persons: Minority Representation:** This Statute was passed to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals with the state. The Florida Civil Rights Act of 1992 shall be construed according to the fair import of its terms and shall be liberally construed to further the general purposes stated in the statute and the special purposes of the particular provision involved.
- 4. **CERTIFICATION OF NONSEGREGATED FACILITIES:**
(Applicable to contracts and subcontracts over \$10,000)

The Subrecipient or Contractor and its subcontractor(s) certifies that the entity does not maintain or permit employees to perform their services at any location where segregated

facilities are maintained. The Subrecipient or Contractor certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient or Contractor and its subcontractor(s) agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient or Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in project files; and will provide notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS:

- a. **National Environmental Protection Act (NEPA):** All Federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 - 1508. Additionally, [24 CFR 58.22](#) prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.
- b. **Clean Air and Water Acts:** *(applicable to contracts and subcontracts exceeding \$100,000)* The Subrecipient or Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq , and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.
- c. **Flood Disaster Protection:** The Subrecipient or Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- d. **Energy Efficiency:** The Subrecipient or Contractor shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).
- e. **Procurement of Recovered Materials:** Per 2 CFR 200.323, if a subrecipient is a state agency or an agency of a political subdivision of a state, it and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part](#)

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. CONSTRUCTION STANDARDS:

While the following Construction Standards requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG-DR Construction Standards Procedure* for Housing Programs and applicable program guidelines.

- a. **Green and Resilient Building Standards in Housing:** All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC-700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD
- b. **Rehabilitation of Non-Substantially Damaged Residential Buildings (Housing):** Per Federal Register Notice 88 FR 32046, for rehabilitation other than the rehabilitation of substantially damaged residential buildings described in 6.a. above, the Subrecipient must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist.

Subrecipients must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

- c. **Broadband Infrastructure in Housing:** Per Federal Register Notice 88 FR 32046, any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four units must include installation of broadband infrastructure.
- d. Elevation Standards (Housing and Infrastructure):
 - i. **Housing:** All new construction or rehabilitation of residential structures and located in the one percent annual chance (or 100-year) floodplain must be elevated at least two feet above the base flood elevation.
 - ii. **Mixed-use and Non Residential:** Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.
 - iii. **Critical Actions:** Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-

3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.

- e. **Planning and Design (Infrastructure):** All newly constructed infrastructure that is assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. To satisfy this requirement, the Subrecipient is required to provide resilience performance metrics as identified by the County.

f. **Flood Control Structures (Infrastructure and Non-Residential Structures):**

Subrecipients that use CDBG-DR funds to assist flood control structures (i.e., dams and levees) are prohibited from using CDBG-DR funds to enlarge a. dam or levee beyond the original footprint of the structure that existed before the disaster event, without obtaining approval from the County, HUD, and any Federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. Additional requirements and approval steps are outlined under Federal Register Notice guidance at 88 FR 32046.

7. **AFFORDABILITY PERIOD REQUIREMENTS (HOUSING):**

While the following minimum affordability period requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the applicable program guidelines regarding affordability period requirements.

- a. **New Construction and Rehabilitation of Affordable Rental Housing:** To meet the LMI housing national objective, a Subrecipient who implements rental housing activities that will result in the new construction or rehabilitation of five or more units, assisted with CDBG-DR funds, must rent to LMI households at affordable rents as described within the *Lee County Action Plan for CDBG-DR Funds*. Furthermore, the minimum timeframes, enforceability, and other related requirements acceptable for compliance can be found under the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(e), including the table listing the affordability periods at the of 24 CFR 92.252(e). The County has adopted these requirements and spells out affordability restriction enforcement and minimum affordability periods within the respective program guidelines, which Subrecipients are required to follow, where applicable.
- b. **New Construction of Homes Built for LMI Households:** For Subrecipients who implement activities where there is a construction of new single-family units (four units or less) for homeownership that will meet the LMI housing national objective criteria, the County has set affordability restrictions, which follow minimum affordability period and enforcements mechanisms of the HOME requirements set at 24 CFR 92.254(a)(4). Subrecipients whose activities are applicable to these requirements must follow the County's respective program guidelines regarding affordability restrictions, resale or recapture requirements, affordability period requirements, and all other requirements prescribed under the applicable guidelines regarding affordability.

8. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, VETERAN OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS:**

The Subrecipient or Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, veteran owned businesses, and labor surplus area firms are used in subcontracting when possible. Steps include:

- a. Placing qualified small and minority businesses, veteran owned businesses, and

women's business enterprises on solicitation lists:

- b. Assuring that small and minority businesses, and women's and veteran's business enterprises are solicited whenever they are potential sources:
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, veteran owned, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, veteran owned businesses, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

9. POLITICAL ACTIVITY:

The Subrecipient or Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

10. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT:

The Subrecipient is prohibited from using contracted funds for the following purposes:

(1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and (5) inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Agreement funds for the purpose of lobbying the legislature, state or county agencies.

Additionally and in accordance with 24 CFR 87, the Subrecipient certifies that it will not use CDBG-DR funds received from the County to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and county (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the County and/or the Subrecipient suspects such action of occurring, the County reserves the right to request that the Subrecipient disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requires that Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

The Contractor certifies, to the best of his or her knowledge and belief that:

- 1) No Federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. DEBARMENT AND SUSPENSION:

A contract award ([2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

By executing this Agreement or contract, the Subrecipient or Contractor verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

12. CONFLICT OF INTEREST:

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Subrecipient or Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS:

Per [2 CFR 200.322](#), as appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole, or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; or aggregates such as

concrete; glass, including optical fiber; and lumber.

14. DAVIS-BACON AND RELATED LABOR STANDARD ACTS:

- a. **Davis Bacon Act:** Subrecipient or Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 31413148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- b. **Anti-Kickback Act of 1986:** Subrecipient or Contractor shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- c. **Contract Work Hours and Safety Standards Act of 1962:** Subrecipient or Contractor shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this agreement or contract. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").
- e. Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

15. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at [24 CFR, Part 75](#). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The responsibilities outlined in 24 CFR Part 75.19 include:

- a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- b. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- c. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

- d. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et. seq.)- "URA":

The Subrecipient understands that activities and projects it undertakes with CDBG-DR funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG-DR funds allocated under the Consolidated Notice.

Subrecipients are required to adopt the County's Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG-DR funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that the Subrecipient has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Subrecipients must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The County also provides notice to Subrecipients that any demolition or disposition of public housing is subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

Per [2 CFR 200.2-10](#), recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 117-328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

18. AGREEMENTS BETWEEN SUBRECIPIENTS AND CONTRACTORS:

- a. The Subrecipient shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred,

Suspended, and Ineligible contractors.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Activities.

- b. An agreement between the Subrecipient and any contractor or other party shall require:
 - 1) Compliance with all State and Federal requirements described in this Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.
 - 2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.
 - 3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.
 - 4) Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.
- c. Contractors shall:
 - 1) Perform Activities in accordance with Federal, state, and local regulations, as applicable.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Subrecipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance, the Subrecipient or Contractor must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

20. PATENTS:

- a. The Subrecipient or Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Subrecipient or Contractor.

- c. If the Subrecipient or Contractor uses any design device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Subrecipient or Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, materials, or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

21. COPYRIGHT:

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Subrecipient or Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

22. DRUG-FREE WORKPLACE AGT Of 1988:

- a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

23. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

Subrecipients must certify that they will verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract
 - a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
 - b. If the subrecipient or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of the Subrecipient Agreement.

24. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION:

- a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.
- b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.
- c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.
- d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be

taken, such additional safety and health measures as the Developer may determine to be reasonably necessary.

25. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- a. Obtaining the County's approval of the Application for such assistance; or,
- b. Any other approval or concurrence of the County required under this Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. CONFIDENTIAL FINDINGS:

All of the reports, information, data, etc., prepared or assembled by the Subrecipient or Contractor under any Agreement are confidential, and the Subrecipient or Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

27. ACCESS TO RECORDS - MAINTENANCE OF RECORDS:

Lee County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subrecipient or Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the County's final closeout of the grant.

28. INSPECTION:

The authorized representative and agents of Lee County and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

EXHIBIT M

Affidavit Certification Immigration Laws

AFFIDAVIT CERTIFICATION

IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-06 **PROJECT NAME:** Pennsylvania Avenue Corridor Improvement
Project – Grant Management Services

IMMIGRATION LAW COMPLIANCE

Consistent with Bonita Springs Code §36.22 effective June 1, 2009, and Chapter 448.095, Florida Statutes, Consultant providing services to the City, as a condition of each contract, must use E-Verify to verify the employment of: any person hired during the contract term by the Contractor/Consultant and assigned by the Contractor/Consultant to perform work for the City. **Before any contract with the City is signed, proof of enrollment with E-Verify must be provided.** To register with E-Verify, go to www.uscis.gov/e-verify for information and instructions.

The Contractor/Consultant acknowledges that he is independently responsible for his own employment decisions, including hiring, disciplinary and termination decisions. The Consultant acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and presenting to the Contractor/Consultant the original necessary document(s) to prove identity and employment eligibility.

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

(This space intentionally left blank)

COMPANY NAME: GrantWorks, Inc.

Signature

Title

Date

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public Seal

Signature of Notary Public

Printed Name of Notary Public

ITEM TITLE: Approve the City Manager Employment Agreement, with the terms approved by City Council at the Budget Hearing on September 17, 2025.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

As directed by City Council at the Budget Hearing on September 17, 2025, staff has prepared the attached City Manager Employment Agreement.

The agreement provides for a term of five years with starting annual salary of \$250,000 and an annual increase of 3%, with an effective date of October 1, 2025. All other terms remain the same.

RECOMMENDATION: Approve agreement.

ATTACHMENTS:

1. Draft City Manager Agreement
2. City Manager Agreement dated September 2021

REVIEWERS:

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

CITY MANAGER
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of October, 2025, by and between the, City of Bonita Springs, hereinafter referred to as "City", and Arleen M. Hunter, hereinafter called "Employee" both of whom agree to the following:

WITNESSETH:

WHEREAS, the City desires to commence the employment of Employee as City Manager of the City of Bonita Springs by contract; and,

WHEREAS, it is the desire of the City to provide by contract certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of City Council to secure and retain the services of Employee and to provide inducement to remain in such employment, to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and

WHEREAS, Employee agrees to accept employment as the City Manager of Bonita Springs.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section One: Duties

Employee is to assume the responsibilities for City Manager, perform those duties specified in the Bonita Springs City Charter, and perform any other legally permissible duties and functions as may be assigned by the City Council of the City of Bonita Springs.

Section Two: Term of Employment, Separation

- (a) Pursuant to City Charter Section 33, the City Council by a majority vote of its total membership has appointed Employee for an indefinite term. The term of this Agreement is for five (5) years, beginning October 1, 2025. ~~2024~~.
- (b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the employment of Employee pursuant to Charter Section 34. In the event termination City Council proceeds with removal in conformance with Charter Section 34, Employee may have the severance pay as set forth in Section Three, Paragraph (b) and (d), provided that Employee signs a Release of this Agreement consistent with Section Three (d).
- (c) If Employee voluntarily resigns, she hereby agrees to give the City written notice, sixty (60) days before the effective date of resignation, unless parties agree otherwise.

Section Three: Severance Pay

- (a) The City shall be under no obligation to pay severance if termination is the result of the Employee's conviction of an illegal act or just cause.
- (b) During the term of this Agreement, if the Employee leaves following a request by the City that she resign or City otherwise terminates agreement for reasons other than paragraph (a) above, then she shall be deemed "terminated" and paid severance pay in one lump sum cash payment of the gross aggregate salary (includes City payment of COBRA) but less retirement, in the amount of three (3) months.
- (c) The City is not required to pay Employee severance if the Employee separates from the City under Section Two (c).
- (d) Upon payment of severance pay, the Employee agrees to execute an Agreement to hold the City harmless and to release the City from all liability relative to termination of employment.

Section Four: Disability

If the Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, beyond any accrued sick leave, the City may terminate this Agreement, subject to all severance pay requirements of Section Three above. Employee shall be compensated for all personal time off, holidays, compensatory time, and other accrued disability insurance benefits as any other Employee of the City.

Section Five: Compensation

- (a) The City shall pay Employee the annual base salary of ~~\$250,000.00~~ 205,000.00, payable in equal installments on a bi-weekly basis, for the entire term of the contract. The amount of compensation shall be increased annually by 3% and the timing of the implementation of each annual increase will be consistent with other employees.
- (b) Employee will receive the same benefits as other employees pursuant to the City of Bonita Springs Personnel Manual.
- (c) The City agrees to provide benefits to the Employee as they now exist, or as may be amended from time-to-time as they are granted to other employees of the City. These benefits may include, but are not limited to, management performance, cost-of-living or across-the-board adjustments, sick leave accrual and State of Florida Retirement System.

Section Six: Residency

Bonita Springs City Charter Section 33 states, "at the time of appointment, the Manager does not need to be a resident of the City or State, but may not reside outside the City while in office without approval of the Council." Employee has lived adjacent to the City boundaries for a long period. Unless she moves from her current residence, Employee may reside in her current home.

Section Seven: Retirement

City participates in the Florida Retirement System. Employee will be classified and placed in the Senior Management Class, consistent with the terms of that program, effective from June 2018 (initial appointment as Interim City Manager). Additionally, the City will provide an annual contribution of \$15,000 to the Employee under the City's Deferred Compensation Program.

Section Eight: Goal Setting and Performance Evaluation

- (a) **Goal Setting:** Annually, the City and Employee shall define the goals and performance objectives necessary for the proper operation of the City Manager's Office, which shall be attainable within a reasonable period and based upon the operating and capital budgets and appropriations provided.
- (b) **Performance Evaluation:** The City, acting through its City Council, shall review and evaluate the performance of the Employee at least once annually. Review and evaluation, including any additional metrics, will be in accordance with the City Performance Review Criteria. Criteria may be added or deleted from time-to-time as the City and the Employee agree.
- (c) In effecting the provisions of the Section, the City and the Employee shall mutually agree to abide by the provisions of applicable law.

Section Nine: Outside Activities

The Employee agrees to devote all of her full working time to the performance of her responsibilities and duties under this Agreement and agrees not to engage in other employment.

Section Ten: Indemnification

In accordance with Florida Statutes §§111.07 and 768.28, the City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising from any act, either alleged or real, or omission which may occur within the scope of Employee's employment and performance of Employee's duties as City Manager. The City may compromise and settle any claims or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith.

Section Eleven: Bonding

The City shall bear the full cost of any fidelity or otherwise bonds required of the Employee under any law or ordinance.

Section Twelve: Other Terms and Conditions of Employment

- (a) The City, in consultation with the Employee, shall fix any such other terms or conditions of employment, as it may determine from time-to-time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law, specifically, Florida States §215.425.
- (b) Except as expressly provided in this Agreement, all other provisions of laws, rules and regulations of the City, relating to PTO leave, retirement and pension system contributions, professional development, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Employee as they would to other employees of the City.

Section Thirteen: General Provisions

- (a) The text herein shall constitute the entire Agreement between the parties, except as may be amended under Section Twelve (a) or (b).
- (b) If any provision or any portion of the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, and the balance of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, the City Council of Bonita Springs, has caused this Agreement to be signed and executed on its behalf of its Mayor and fully attested by its City Clerk and the Employee has signed and executed this Agreement, the day and year first above written.

ATTEST:

By: _____
City Clerk

CITY OF BONITA SPRINGS:

By: _____
Mayor Mike Gibson

Date: _____

APPROVED AS TO LEGAL FORM:

EMPLOYEE:

Arleen M. Hunter
City Manager

City Attorney

CITY MANAGER
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 2021, by and between the City of Bonita Springs, hereinafter referred to as "City", and Arleen M. Hunter, hereinafter called "Employee" both of whom agree to the following:

WITNESSETH:

WHEREAS, the City desires to commence the employment of Employee as City Manager of the City of Bonita Springs by contract; and,

WHEREAS, it is the desire of the City to provide by contract certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of City Council to secure and retain the services of Employee and to provide inducement to remain in such employment, to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and

WHEREAS, Employee agrees to accept employment as the City Manager of Bonita Springs.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section One: Duties

Employee is to assume the responsibilities for City Manager, perform those duties specified in the Bonita Springs City Charter, and perform any other legally permissible duties and functions as may be assigned by the City Council of the City of Bonita Springs.

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- (a) Pursuant to City Charter Section 33, the City Council by a majority vote of its total membership has appointed Employee for an indefinite term. The term of this Agreement is for five (5) years, beginning October 1, 2021.
- (b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the employment of Employee pursuant to Charter Section 34. In the event termination City Council proceeds with removal in conformance with Charter Section 34, Employee may have the severance pay as set forth in Section Three, Paragraph (b) and (d), provided that Employee signs a Release of this Agreement consistent with Section Three (d).
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Section Five: Compensation

- (a) The City shall pay Employee the annual base salary of \$205,000.00, payable in equal installments on a bi-weekly basis, for the entire term of the contract.
- (b) Employee will receive the same benefits as other employees pursuant to the City of Bonita Springs Personnel Manual.
- (c) The City agrees to provide benefits to the Employee as they now exist, or as may be amended from time-to-time as they are granted to other employees of the City. These benefits may include, but are not limited to, management performance, cost-of-living or across-the-board adjustments, sick leave accrual and State of Florida Retirement System.

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Bonita Springs City Charter Section 33 states, "at the time of appointment, the Manager does not need to be a resident of the City or State, but may not reside outside the City while in office without approval of the Council." Employee has lived adjacent to the City boundaries for a long period. Unless she moves from her current residence, Employee may reside in her current home.

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Section Nine: Outside Activities

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Section Ten: Indemnification

In accordance with Florida Statutes §§111.07 and 768.28, the City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising from any act, either alleged or real, or omission which may occur within the scope of Employee's employment and performance of Employee's duties as City Manager. The City may compromise and settle any claims or suit and pay the amount of any settlement or judgment rendered thereon, together with attorney's fees associated therewith.

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The City shall bear the full cost of any fidelity or otherwise bonds required of the Employee under any law or ordinance.

Section Twelve: Other Terms and Conditions of Employment

- (a) The City, in consultation with the Employee, shall fix any such other terms or conditions of employment, as it may determine from time-to-time relating to the performance of the Employee, provided such terms and conditions are not

inconsistent with or in conflict with the provisions of this Agreement or other applicable law, specifically, Florida States §215.425.

- (b) Except as expressly provided in this Agreement, all other provisions of laws, rules and regulations of the City, relating to PTO leave, retirement and pension system contributions, professional development, holidays and other fringe benefits and working conditions as they now exist or hereafter maybe amended, shall apply to the Employee as they would to other employees of the City.

Section Thirteen: General Provisions

- (a) The text herein shall constitute the entire Agreement between the parties, except as may be amended under Section Twelve (a) or (b).
- (b) If any provision or any portion of the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, and the balance of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, the City Council of Bonita Springs, has caused this Agreement to be signed and executed on its behalf of its Mayor and fully attested by its City Clerk and the Employee has signed and executed this Agreement, the day and year first above written.

ATTEST:

By:

City Clerk

CITY OF BONITA SPRINGS

By:

Mayor Rick Steinmeyer

APPROVED AS TO LEGAL FORM:

City Attorney

EMPLOYEE:

ARLEEN M. HUNTER
CITY MANAGER

ITEM TITLE: Recommendation to continue an Urban County Cooperation Agreement with Lee County and authorize the Mayor to execute a Joint Resolution for the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement funds for FY 2026, 2027 and 2028.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 3) Community Aesthetics, 5) Strengthen City Finances, 6) Government Transparency and Efficiency, 7) Economic Development

BACKGROUND: U.S. Housing and Urban Development (HUD) recognizes Lee County as an Urban County in the Community Development Block Grant (CDBG) program. As such, the County is designated as the Lead Agency to implement yearly entitlement funds. Bonita Springs has partnered with Lee County through an Urban County Cooperation Agreement since 2004. The agreement runs on a three-year cycle with the current agreement effective from FY2023 to FY 2025. The agreement is automatically renewed unless the City formally notices Lee County and HUD of our termination.

The City received an email on September 23, 2025 from the HUD's Office of Community Planning and Development (CPD) outlining specific considerations and responsibilities for urban counties and the participating cities. The email requires the City to respond to HUD CPD by no later than Friday, September 26, 2025. However, following a subsequent email and voicemail from staff, the City received HUD confirmation that the City's determination would be accepted on or immediately after the October 1, 2025 City Council meeting. The determination would advise HUD on whether the City will continue the existing Urban County Agreement or receive entitlement funding directly from HUD. Currently, Lee County has full responsibility for execution of the CDBG requirements, following the Consolidated Plan and ensuring compliance with all applicable laws and regulations. To accomplish this, the County retains a small administrative fee for managing the program.

Should the Council decide to continue with the Urban County Cooperation Agreement, the County will send a Joint Resolution implementing the agreement for FY2026-2028 for the Mayor's signature.

STAFF RECOMMENDATION: Continue the Urban County Cooperation Agreement with Lee County and authorize the Mayor to execute a Joint Resolution for the HUD CDBG Entitlement funds for FY 2026, 2027 and 2028.

ATTACHMENTS:

1. HUD CPD emails dated September 23, 2025
2. FY2023-2025 Joint Resolution (Urban County Agreement)
3. Draft Letter to HUD CPD continuing the joint partnership with Lee County for the FY2026-2028 Urban County Agreement

REVIEWERS:

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

From: [Lopez, Larry M](#)
To: [Elly McKuen](#)
Cc: [Derek P. Rooney](#); [Matt Feeney](#); [Arleen Hunter](#); [Jane Swanson](#); [Green, Floretta W](#)
Subject: RE: <External Message> RE: City of Bonita Springs | Potential new Metropolitan Cities (currently participating in an Urban County requalifying in FY 2025 for FYs 2026–28)
Date: Wednesday, September 24, 2025 9:47:15 AM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Good morning Ms. McKuen,
I hope all is well. Since the deadline is tomorrow, I have informed our management team that the city would desire to remain in the Urban County as currently structured. However, I also informed them that your City Council will meet and make a final decision on Wednesday, October 1, 2025.

Please let me know what the City Council decides.

Thank you!

Regards,



Larry M. Lopez

Sr. CPD Representative

Community Planning & Development (CPD) ■ 

Address: 400 West Bay St., Ste. 1015, Jacksonville, FL 32202

Call  ■  **Microsoft Teams:** [Call](#) | [Chat](#)

FAX: (904) 232-3759

[HUD Exchange](#): Resources and assistance to support HUD's community partners

From: Elly McKuen <elly.mckuen@cityofbonitasprings.org>
Sent: Wednesday, September 24, 2025 9:14 AM
To: Lopez, Larry M <Larry.M.Lopez@hud.gov>
Cc: Derek P. Rooney <derek.rooney@gray-robinson.com>; Matt Feeney <matt.feeney@cityofbonitasprings.org>; Arleen Hunter <arleen.hunter@cityofbonitasprings.org>; Jane Swanson <jane.swanson@cityofbonitasprings.org>
Subject: <External Message> RE: City of Bonita Springs | Potential new Metropolitan Cities (currently participating in an Urban County requalifying in FY 2025 for FYs 2026–28)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Good morning Mr. Lopez,

I'm sending this email as a follow up to my voicemail to you this morning. During the voicemail I indicated that the City Manager, Arleen Hunter, wishes to take your request to our City Council for final decision and that the next Council meeting is Wednesday, October 1, 2025. Following that meeting, the City will send you correspondence that reflects Council's determination.

I have had recent conversations with Lee County Human and Veteran Services and advised we would like to continue with Lee County through our Urban County Agreement as you've referenced in your email.

Please let me know if you have any questions or need more information. Thanks so much for your consideration. Hope you have a great day.

Elly McKuen



Elly Soto McKuen
Senior Project Manager
Public Works Department
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Office: (239) 949-6262
Cell: (239) 980-2138

"In this life we cannot always do great things. But we can do small things with great love." Mother Teresa

From: Arleen Hunter <arleen.hunter@cityofbonitasprings.org>

Sent: Tuesday, September 23, 2025 12:42 PM

To: Elly McKuen <elly.mckuen@cityofbonitasprings.org>; Matt Feeney <matt.feeney@cityofbonitasprings.org>

Cc: Derek P. Rooney <derek.rooney@gray-robinson.com>

Subject: FW: City of Bonita Springs | Potential new Metropolitan Cities (currently participating in an Urban County requalifying in FY 2025 for FYs 2026–28)

Importance: High

Arleen M. Hunter, AICP
City Manager



9101 Bonita Beach Road, Bonita Springs FL 34135
phone | (239) 949-6262
email | Arleen.Hunter@cityofbonitasprings.org
website | www.cityofbonitasprings.org

From: Lopez, Larry M <Larry.M.Lopez@hud.gov>
Sent: Tuesday, September 23, 2025 12:38 PM
To: Arleen Hunter <arleen.hunter@cityofbonitasprings.org>; Matt Feeney <matt.feeney@cityofbonitasprings.org>; Mike Sheffield <michael.sheffield@cityofbonitasprings.org>
Cc: Green, Floretta W <Floretta.W.Green@hud.gov>; Serino, Lori A <Lori.A.Serino@hud.gov>
Subject: City of Bonita Springs | Potential new Metropolitan Cities (currently participating in an Urban County requalifying in FY 2025 for FYs 2026–28)
Importance: High

Good afternoon,

The U.S. Department of Housing and Urban Development (HUD) has identified the city as a potential New Metropolitan City that is currently participating in an Urban County as a unit of general local government (UGLG) under an executed Cooperation Agreement. The respective Urban County is requalifying in FY 2025 *for FYs 2026–28*, and the city has already decided to opt-in with the Urban County for the FYs 2026–28 qualification period. Acknowledging this, the city has the following four options for participating in the Community Development Block Grant (CDBG) program:

1. Accept status as an Entitlement grantee beginning in FY 2026 (opting out of the Urban County's CDBG program for FYs 2026–28);
2. Accept status as an Entitlement grantee and enter into a Joint Agreement with their Urban County;
3. Defer status as an Entitlement grantee and continue to participate in the Urban County as an UGLG by executing/renewing a Cooperation Agreement for FYs 2026–28; OR
4. Defer status as an Entitlement grantee, opt out of the Urban County for FYs 2026–28, and participate through the State CDBG program instead (if they wish to pursue State CDBG funding).

The city must submit a written decision to this office by **Friday, September 26, 2025**.

Please contact me if there are any questions or concerns.

Best regards,



Larry M. Lopez

Urban Country Qualification/Requalification Coordinator
Community Planning & Development (CPD) ■ 
Address: 400 West Bay St., Ste. 1015, Jacksonville, FL 32202
  Microsoft Teams: [Call](#) | [Chat](#)

FAX: (904) 232-3759

[HUD Exchange](#): Resources and assistance to support HUD's community partners

LEE COUNTY RESOLUTION NO. 22-08-10

A JOINT RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF BONITA SPRINGS PERTAINING TO THE MUNICIPALITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS, FEDERAL FISCAL YEARS 2023, 2024, and 2025; PROVIDING FOR CERTAIN COMMITMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby counties may enter into cooperation agreements with certain units of government to carry out activities which will be funded from annual CDBG entitlement grant; and

WHEREAS, the cooperation of the City of Bonita Springs and County is essential for the successful planning and implementation of the CDBG, HOME and ESG Programs under an "Urban County" designation by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, this Resolution covers the period necessary to carry out activities which will be funded from appropriations for the federal fiscal years 2023, 2024, and 2025 for which Lee County is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the City of Bonita Springs; and

WHEREAS, the City of Bonita Springs, Florida and the Lee County Board of County Commissioners agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the City of Bonita Springs agrees to use its powers in the carrying out of the essential activities in accordance with the Urban County's Program; and

WHEREAS, the Lee County Board of County Commissioners and the City of Bonita Springs agree to take all necessary actions to comply with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; and

WHEREAS, The City of Bonita Springs has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (2) a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction; and

WHEREAS, pursuant to 24 CFR 570.501(b), the City of Bonita Springs is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503; and

WHEREAS, the City of Bonita Springs has opted to be included in the Urban County Program for three years and agrees to abide by the Urban County Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of City of Bonita Springs Lee County, Florida and the Lee County Board of County Commissioners agree to participate in the CDBG, HOME and ESG Programs for Federal Fiscal Years 2023, 2024, and 2025.

- a.* The County agrees to allocate to the City of Bonita Springs the annual entitlement allocation for the City as determined by the Secretary of HUD for fiscal years 2023, 2024, and 2025.

- b.* The County shall authorize the City of Bonita Springs to use the aforementioned CDBG Funds to implement its CDBG program activities provided such activities are in accordance with the Lee County Consolidated Plan and HUD regulations. In conformance with the Lee County Consolidated Plan, the City of Bonita Springs will propose projects for inclusion in each year's Annual Plan which conform to 24 CFR 570 Subpart C and specifically, which conform to the following eligible activity types: Acquisition of Real Property (24 CFR 570.201(a)); Public Facilities and Improvements (24 CFR 570.201(c)); Clearance and Demolition (24 CFR 570.201(d)); Public Services (24 CFR 570.201(e) (The amount of CDBG funds used for Public Service activities cannot exceed 15% of the municipality's annual entitlement unless agreed to by the County)); Construction of Housing (under limited circumstances as defined in regulations) (24 CFR 570.201(m)); Direct Homeownership Assistance (24 CFR 570.201(n)); Rehabilitation - Single Unit Residential (24 CFR 570.202); Rehabilitation - Multi Unit Residential (24 CFR 570.202); Acquisition - for Rehabilitation (24 CFR 570.202); Rehabilitation Administration (24 CFR 570.202); and Code Enforcement (24 CFR 570.202(c). Projects identified for other eligible activity types must be agreed to by the County. Allocations of \$20,000 or less must be allocated entirely to one activity, unless agreed to by the County.
- c.* The County has final responsibility for selecting CDBG, HOME and ESG program activities and annually filing the Final Statements with HUD. The County agrees to provide staff and technical assistance to the City of Bonita Springs for reasonable activities in the planning, implementation, administration, and reporting of CDBG projects. The County will charge the municipality a general administrative operating fee, not to exceed 20% of the City's

total entitlement. The general administrative operating fee will be based on the actual program administration rate of the County's previous fiscal year.

- d.* The County will notify the City of Bonita Springs by January 1 of each year, the estimated amount of the City's allocation and the general administrative operating fee for the upcoming October 1 fiscal year.
 - e.* By May 1 of each year, the City of Bonita Springs shall send a list of proposed activities to the County for an eligibility determination.
 - f.* By August 1 of each year, the City of Bonita Springs will officially notify the County in writing of how the funds will be allocated, in accordance item *b*.
 - g.* The City of Bonita Springs agrees to expend funds from the yearly entitlement allocation within 18 months of the first day of October of each entitlement program year. If the City fails to expend funds within the 18 month time frame, the County has the right to expend these funds in accordance with HUD timeliness guidelines.
 - h.* CDBG funds will be utilized through one of the following mechanisms:
 - 1. A program or activity administered directly by the municipality.
 - 2. A program or activity administered by a not for profit organization with IRS 501(c)3 status.

The municipality must enter into a formal written agreement with the sub recipient, which includes all regulatory requirements found in 24 CFR 570.
 - 3. A Memorandum of Understanding (MOU) to purchase services provided by Lee County such as housing rehabilitation. The municipality will enter into an MOU with the appropriate County department.
- The County will enter into a contract with the City of Bonita Springs for programs or activities directly administered by the municipality or provided by a subrecipient. The

municipality and all subrecipients are subject to all CDBG regulatory and programmatic requirements. The City of Bonita Springs will provide all County and HUD-required documentation and designate a staff person responsible for meeting all HUD reporting and performance requirements.

- i.* The City of Bonita Springs is responsible to meet all required timeframes as identified by the County in order for the County to report to HUD as required. Failure to provide required reporting documents to meet all required timeframes as designated by the County may result in the County assessing a fine. The County will be responsible for the overall administration including, but not limited to the HUD Consolidated Plan, performance reports, and management of the CDBG program in accordance with the applicable HUD regulations. Any disputes between the City of Bonita Springs and County regarding any other issues not required to meet the conformance of the HUD program may be resolved by the Board of County Commissioners and the Council of the City of Bonita Springs. In the event that the dispute cannot be resolved between the Board of County Commissioners and the Council of the City of Bonita Springs, Chapter 164, Florida Statutes regarding dispute resolution shall be applicable.
- j.* The City of Bonita Springs agrees to abide by all HUD regulations in regard to real property acquired or improved in whole or in part using the CDBG funds and to notify the County in writing prior to disposition of or transfer of real property. Any program income generated from the disposition or transfer of property shall be paid to the County.
- k.* The City of Bonita Springs will hold the County harmless for any expenditures that are made by the City of Bonita Springs or any subrecipient agency. The City of Bonita Springs will reimburse the County for any HUD entitlement funds that are expended by the City of

Bonita Springs or any subrecipient agency that do not conform to HUD or County guidelines along with any fines, penalties, or legal costs incurred as a result of such action. As required by Consolidated and Further Continuing Appropriations Act, 2016, Public Law 114-113, the City of Bonita Springs may not sell, trade or otherwise transfer all or any portion of funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credit or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 2. The Mayor and /or Chairman is hereby authorized to sign this Joint Resolution and the City Clerk to attest to same.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, the County and the City have executed this agreement as of the date first written above.

City of Bonita Springs

BY: *Rick Steinmeyer*

Signature of Authorized Officer

Rick Steinmeyer

Printed Name

Mayor

Title

5/23/2022

Date

ATTEST: CITY CLERK

BY: *Brenda Reetz for Delo Filipek*

City Clerk

Title

5/23/22

Date

APPROVED AS TO FORM

BY: *Carly Sanservino*

City Attorney's Office

Carly Sanservino

Printed Name

Staff Attorney

Title

5/23/2022

Date



COUNTY: | LEE COUNTY

BY: *Cecil L. Pendergrass*

Signature of Authorized Officer

Commissioner Cecil L. Pendergrass, Chairman

Lee County Board of County Commissioners

Printed Name

District 2

Cecil Pendergrass

Title - Board of County Commissioners

8-3-22

Date

ATTEST: CLERK OF CIRCUIT COURT

BY: *Deputy Clerk*

Deputy Clerk

Title

08/03/2022

Date



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *Andrea R. Fraser*

County Attorney's Office

Andrea R. Fraser

Printed Name

Deputy County Attorney

Title

8-2-2022

Date



October 1, 2025

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

Mike Gibson
Mayor

Jamie A. Bogacz
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Nigel P. Fullick
Council Member
District Five

Jim Fitzpatrick
Council Member
District Six

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

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

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

Larry M. Lopez
Senior CPD Representative
US Housing and Urban Development
Office of Community Planning and Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

RE: Metropolitan City/Urban County Joint Recipients – FY 2026-2028 Urban County Cooperation Agreement

Dear Mr. Lopez:

As a HUD designated “Metropolitan City” the City of Bonita Springs would like to remain a partner with Lee County Human and Veteran Services with our continued participation in the Urban County Cooperation Agreement for FY 2026-2028.

The City’s participation will still allow entitlement funds to flow to the City with the County providing program administrative oversight to our organization.

Should you have any questions or require additional information, please do not hesitate to contact Elly Soto McKuen, Senior Project Manager at (239) 949-6262 or through email at Elly.McKuen@Cityofbonitasprings.org.

Sincerely,

Michael S. Gibson
Mayor

Cc: David Harner, Lee County Manager
Marc Mora, Assistant County Manager
Andrea Fraser, Deputy County Attorney
Julie Boudreaux, Director, Human and Veteran Services
Rae Isley, Fiscal Manager, Human and Veteran Services
Heather Leonard, Grants Manager, Human and Veteran Services
Stacy Sherlock, Grants Analyst, Human and Veteran Services
Arleen Hunter, City Manager
Matt Feeney, Assistant City Manager
Mike Sheffield, City Clerk
Lisa Roth, Finance Director
Brenda Reetz, Compliance Administrator
Derek Rooney, City Attorney

ITEM TITLE: Approve a Resolution to engage four (4) firms for the City's Special Event Services (CN 25-23) and authorize staff to enter into negotiations with the selected firms.

REQUESTOR: Lora Taylor, Director of Communications & Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

On September 22, 2025, the City received four (4) sealed Letters of Interest for Special Event Services CN 25-23.

On September 25, 2025, the Selection Committee met to evaluate the submittals. After review, the committee recommended four (4) firms to provide professional services to the City. Listed in no particular order, the firms are:

40 General Services, LLC

Harmon's Audio Visual

Tech-Tronics Productions, Inc.

Laser Production Network (LaserNet)

STAFF RECOMMENDATION: Award Special Event Services to the four (4) above-referenced firms.

ATTACHMENTS:

1. Resolution

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 25 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO ENGAGE 4 FIRMS FOR THE CITY'S SPECIAL EVENT SERVICES CN 25-23 AND AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE FOUR (4) FIRMS SELECTED.

WHEREAS, the City advertised for Special Event Services and received four (4) qualified and experienced submittals; and

WHEREAS, the Selection Committee met and selected the following firms:

- 40 General Services, LLC
- Harmon's Audio Visual
- TechTronics Productions, Inc.
- Laser Production Network (LaserNet)

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

Section 1. The Selection Committee's recommendation to engage the four (4) firms enumerated above for the City's Special Event Services CN 25-23 is hereby approved.

Section 2. This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 1st day of October, 2025.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Date filed with City Clerk: _____

ITEM TITLE: Presentation by DPZ CoDesign of the draft Liles Plaza Vision Study.

REQUESTOR: Nicole Perino, Director, Parks and Recreation

AGENDA SECTION: Presentations

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

BACKGROUND:

City Council directed staff to work with DPZ CoDesign to provide a new vision for the Liles Plaza and surrounding greenspace. Mr. Xavier Iglesias, Senior Project Manager at DPZ CoDesign, will present the draft Vision Study remotely via Zoom.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS:

REVIEWERS:

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

ITEM TITLE: Presentation of the July Financial Report.

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

AGENDA SECTION: City Manager's Items

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

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 ten months of operations in the 2024-2025 fiscal year.

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

July Financial Report

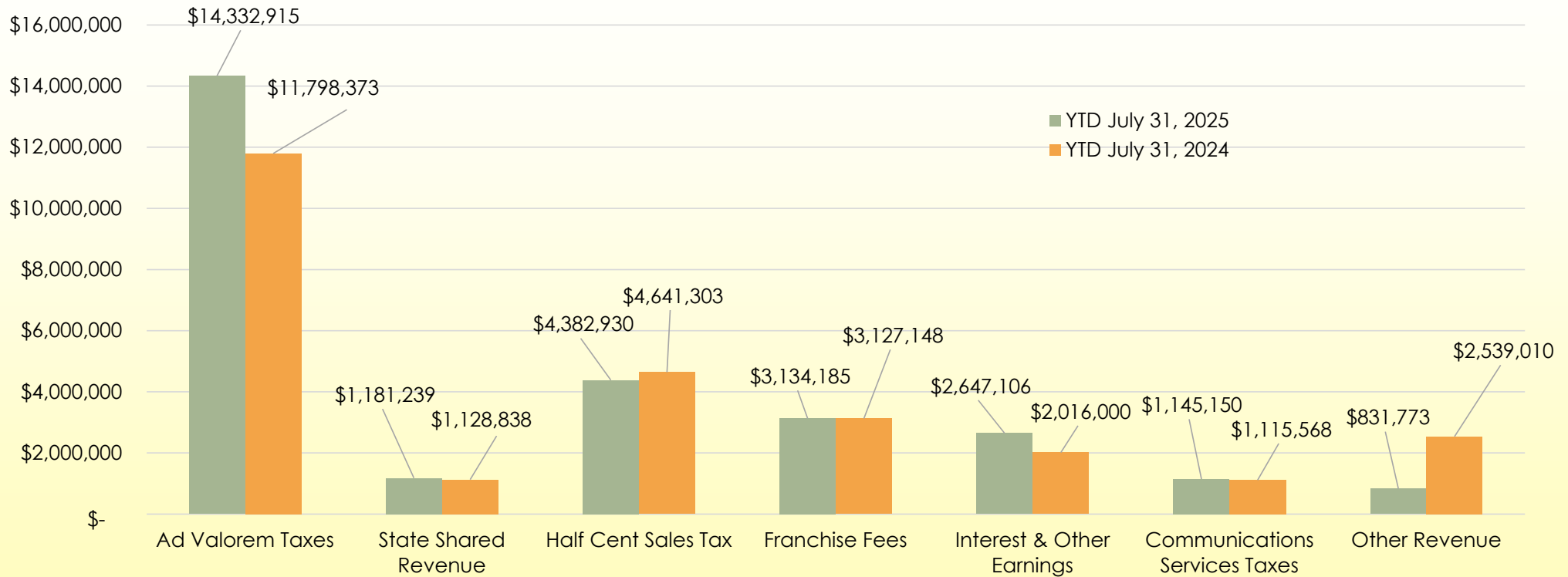
1



Small Town Charm.
Big Bright Future.

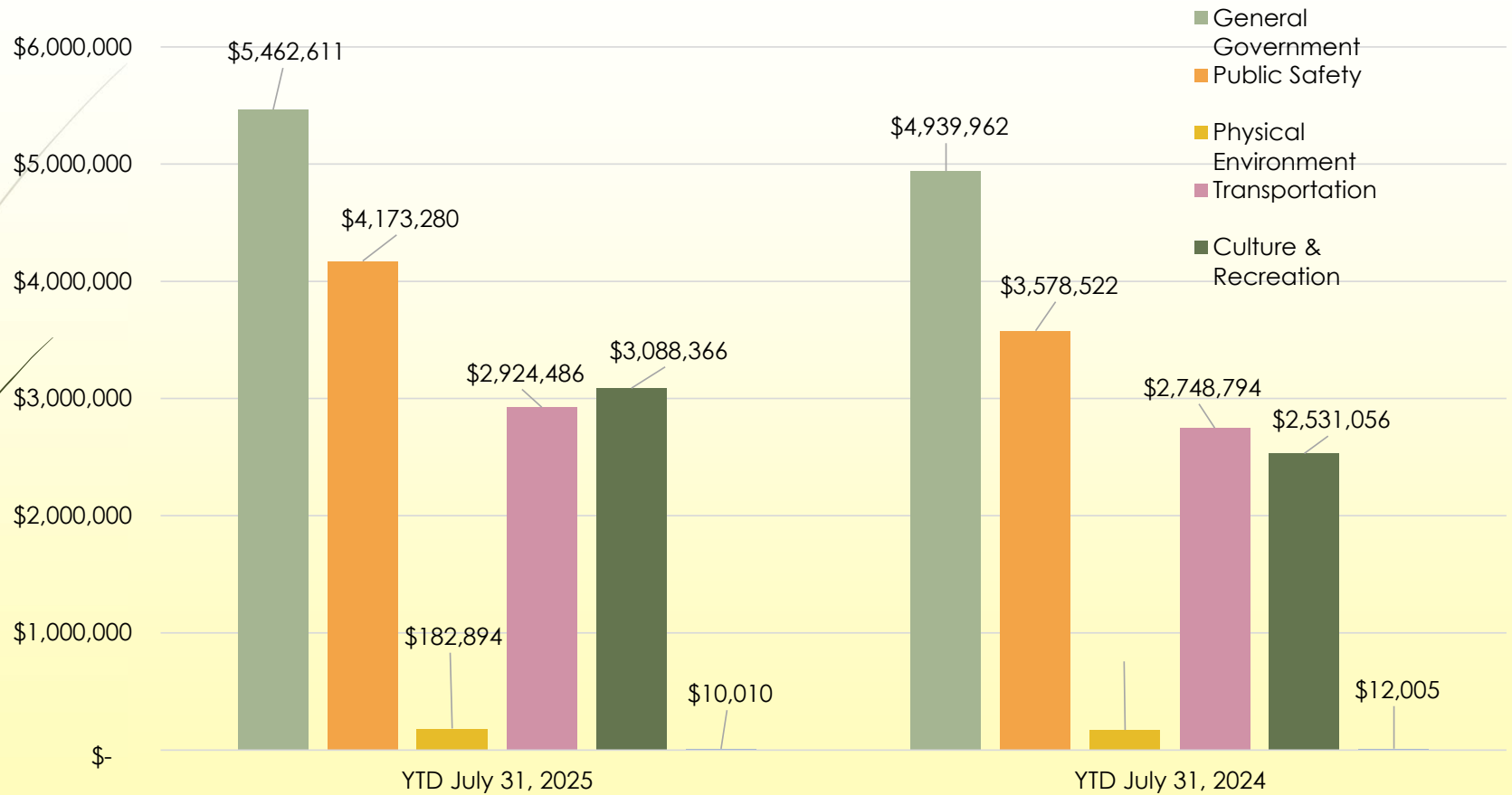
Presented 10/1/25

General Fund Revenue



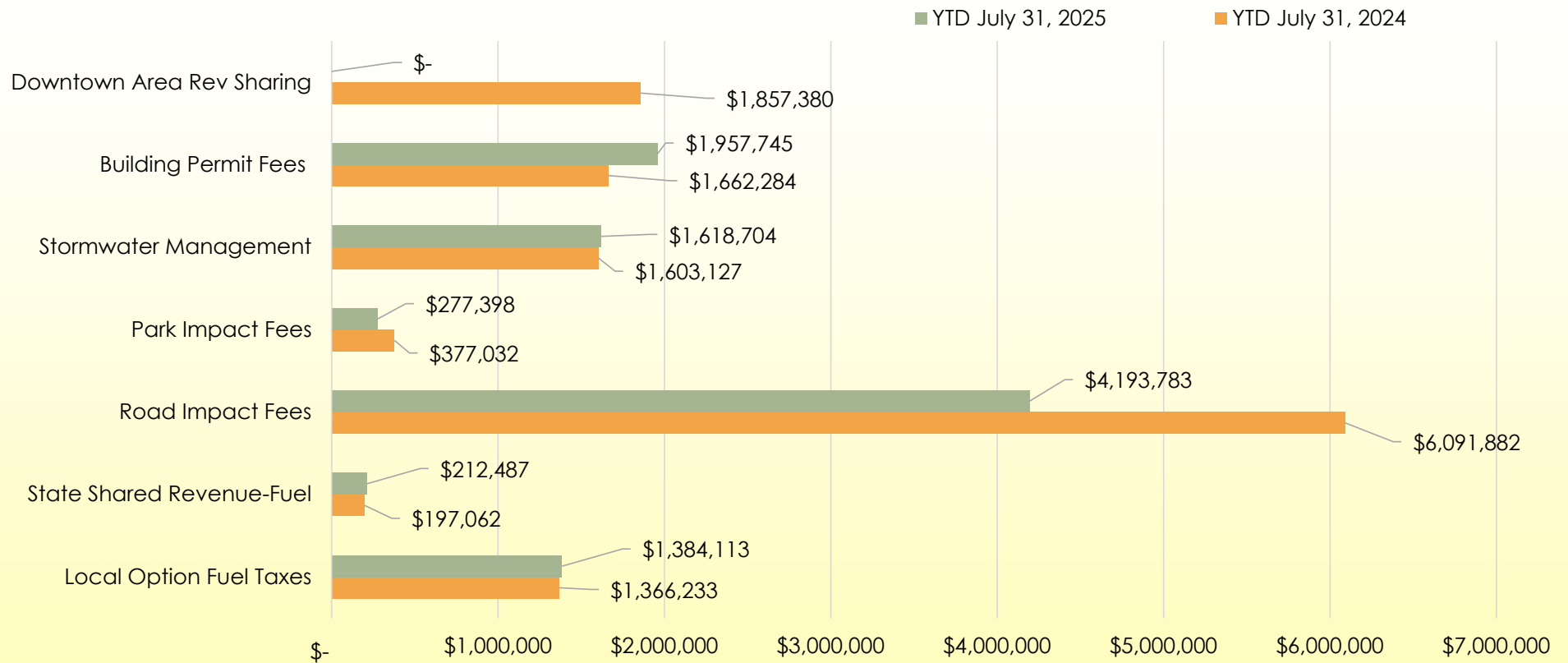
Presented 10/1/25

General Fund Expenditures



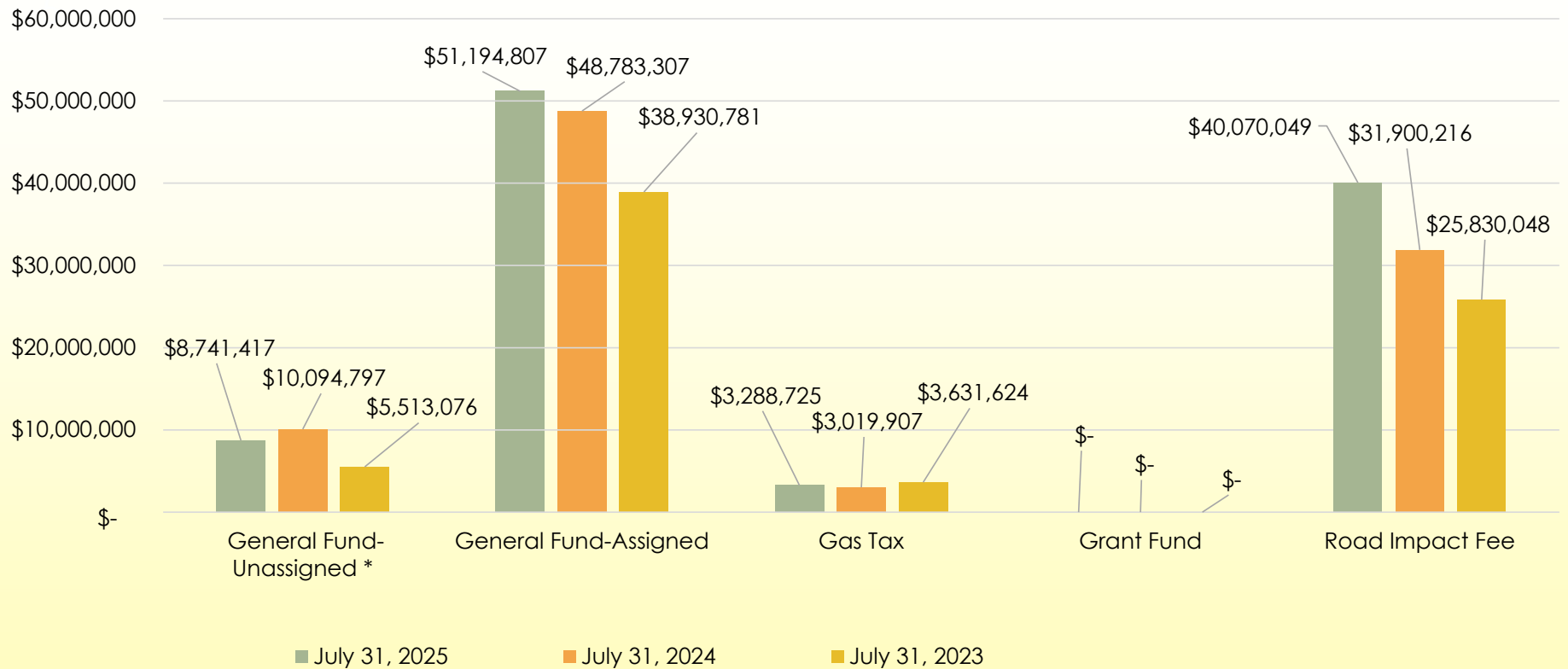
Presented 10/1/25

Restricted Revenue



Presented 10/1/25

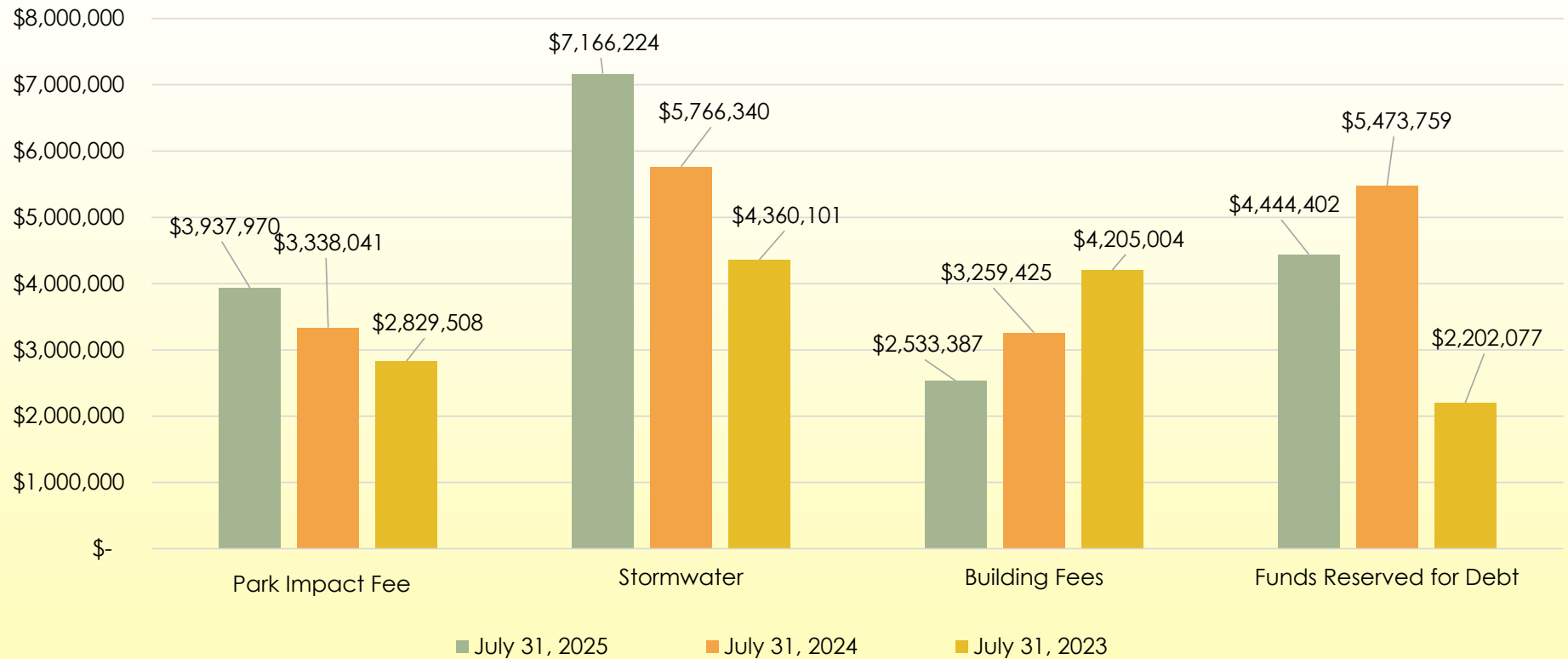
Cash Balances



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

Presented 10/1/25

Cash Balances



Presented 10/1/25

Thank you...

City of Bonita Springs, Florida
Balance Sheet
As of July 31, 2025

	Special Revenue Funds										
	General Fund	Gas Tax	Grants	Impact Fee Funds		Stormwater Management	Building Fees	Downtown Area Revenue Sharing	Debt Service Funds	Capital Project Fund	Total Governmental Funds
				Road	Park						
ASSETS											
Cash and cash equivalents	\$ 59,936,224	\$ 3,288,725	\$ -	\$ 40,070,049	\$ 3,937,970	\$ 7,166,224	\$ 2,533,387	\$ 2,400,115	\$ 2,000,000	\$ 44,287	\$ 121,376,981
Receivables (net)	401,499	-	-	-	-	-	-	-	-	-	401,499
Due from other govt	-	-	542,622	-	-	-	-	-	-	-	542,622
Due from other funds	8,812,158	-	-	-	-	-	-	-	-	-	8,812,158
Total assets	\$ 69,149,881	\$ 3,288,725	\$ 542,622	\$ 40,070,049	\$ 3,937,970	\$ 7,166,224	\$ 2,533,387	\$ 2,400,115	\$ 2,000,000	\$ 44,287	\$ 131,133,260
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 180,023	\$ 21,742	\$ 91,518	\$ 26,427	\$ 2,032	\$ 1,600	\$ 75	\$ -	\$ -	\$ -	\$ 323,417
Accrued liabilities	6,042,198	-	-	-	-	-	-	-	-	-	6,042,198
Due to other funds	-	-	8,812,158	-	-	-	-	-	-	-	8,812,158
Due to other governments	30,563	-	-	64,771	-	-	-	-	-	-	95,334
Unearned Revenue	5,121	-	122,083	-	-	-	-	-	-	-	127,204
Total liabilities	6,257,905	21,742	9,025,759	91,198	2,032	1,600	75	-	-	-	15,400,311
Total fund balances, beginning of the year	55,065,181	3,108,792	(1,842,949)	35,777,832	3,689,301	5,728,028	3,252,714	3,473,759	2,000,000	4,167	110,256,825
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	7,826,795	158,191	(6,640,188)	4,201,019	246,637	1,436,596	(719,402)	(1,073,644)	-	40,120	5,476,124
Fund balances	62,891,976	3,266,983	(8,483,137)	39,978,851	3,935,938	7,164,624	2,533,312	2,400,115	2,000,000	44,287	115,732,949
Total liabilities and fund balances	\$ 69,149,881	\$ 3,288,725	\$ 542,622	\$ 40,070,049	\$ 3,937,970	\$ 7,166,224	\$ 2,533,387	\$ 2,400,115	\$ 2,000,000	\$ 44,287	\$ 131,133,260



City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 07/31/2025

RevAccountType;ExpFinStmntLineItem	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	233,023.23	14,332,914.93	-893,414.93
315 - Communications Services Taxes	1,340,000.00	1,340,000.00	118,895.85	1,145,149.76	194,850.24
316 - Local Business Taxes	30,000.00	30,000.00	284.16	9,787.21	20,212.79
323 - Franchise Fees	3,948,200.00	3,948,200.00	379,462.44	3,134,184.86	814,015.14
329 - Other Permits, Fees & Special Assessment	46,100.00	46,100.00	8,375.00	79,935.00	-33,835.00
335 - State Shared Revenue	7,483,034.00	7,483,034.00	677,675.50	5,564,168.71	1,918,865.29
341 - General Government	280,000.00	280,000.00	57,741.04	338,765.01	-58,765.01
343 - Physical Environment	112,200.00	112,200.00	8,600.00	90,700.00	21,500.00
347 - Culture/Recreation	95,300.00	95,300.00	6,311.94	89,493.68	5,806.32
349 - Other Charges for Services	80,700.00	80,700.00	6,041.74	52,469.67	28,230.33
351 - Judgements, Fines-Traffic	22,400.00	22,400.00	6,457.63	53,683.16	-31,283.16
354 - Fines Local Ordinance	120,000.00	120,000.00	831.25	33,558.47	86,441.53
361 - Interest & Other Earnings	1,500,000.00	1,500,000.00	279,694.27	2,647,106.20	-1,147,106.20
362 - Rents & Royalties	65,000.00	65,000.00	2,655.00	63,394.03	1,605.97
366 - Contributions	0.00	0.00	0.00	960.00	-960.00
369 - Other Misc Revenues	8,000.00	8,000.00	2,779.51	19,026.84	-11,026.84
Revenue Total:	28,570,434.00	28,570,434.00	1,788,828.56	27,655,297.53	915,136.47
Expense					
51 - General Government	8,089,841.00	8,205,470.00	615,105.12	5,462,611.10	2,742,858.90
52 - Public Safety	4,824,968.00	4,824,968.00	912,846.18	4,173,279.52	651,688.48
53 - Physical Environment	459,034.00	459,034.00	3,702.37	182,893.81	276,140.19
54 - Transportation	4,422,527.44	4,500,106.44	549,272.10	2,924,486.17	1,575,620.27
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	1,780.00	10,010.00	126,400.00
57 - Culture & Recreation	4,435,516.00	4,608,225.00	384,962.98	3,088,366.00	1,519,859.00
58 - Other Uses/Transfers Out	13,840,678.00	45,074,932.00	929,359.22	3,986,856.35	41,088,075.65
Expense Total:	36,237,074.44	67,837,245.44	3,397,027.97	19,828,502.95	48,008,742.49
Fund: 00 - General Fund Surplus (Deficit):	-7,666,640.44	-39,266,811.44	-1,608,199.41	7,826,794.58	-47,093,606.02
Total Surplus (Deficit):	-7,666,640.44	-39,266,811.44	-1,608,199.41	7,826,794.58	



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2024-2025 Period Ending: 07/31/2025

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	32,210.64	349,303.06	78,796.94
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	56,072.22	432,234.90	78,715.10
211 - Planning & Zoning	2,121,000.00	2,121,000.00	160,933.82	1,599,838.57	521,161.43
220 - Law Enforcement/Security	3,306,920.00	3,306,920.00	797,142.58	3,096,237.02	210,682.98
230 - Neighborhood Services	1,424,048.00	1,424,048.00	112,203.67	1,035,984.14	388,063.86
240 - Information Technologies	445,450.00	445,450.00	19,394.42	268,486.65	176,963.35
250 - Public Works	4,828,161.44	4,905,740.44	552,974.47	3,100,804.37	1,804,936.07
260 - Emergency Management	94,000.00	94,000.00	3,499.93	41,058.36	52,941.64
270 - Non-Departmental Expenditures	881,700.00	881,700.00	44,905.33	344,122.30	537,577.70
301 - City Attorney	633,000.00	633,000.00	53,090.00	290,831.91	342,168.09
401 - Administrative Services	937,110.00	943,561.00	53,872.01	519,688.50	423,872.50
402 - City Hall	330,930.00	330,930.00	27,714.87	225,507.10	105,422.90
410 - Human Resources	75,700.00	75,700.00	16,168.50	41,528.40	34,171.60
430 - Communications	1,637,351.00	1,637,351.00	120,827.79	1,212,893.38	424,457.62
501 - Finance	1,071,450.00	1,180,628.00	88,330.77	843,003.66	337,624.34
601 - Parks & Recreation Administration	949,494.00	969,494.00	68,704.09	651,837.64	317,656.36
602 - Recreation Center	558,592.00	573,088.00	62,428.77	408,906.44	164,181.56
603 - Community Park & Ball Fields	261,793.00	265,675.00	35,254.65	183,350.84	82,324.16
604 - Community Pool	649,819.00	703,030.00	56,861.52	507,009.98	196,020.02
605 - Riverside Park	295,440.00	327,429.00	42,234.02	231,428.29	96,000.71
606 - Park Maintenance	4,100.00	4,100.00	954.87	2,821.06	1,278.94
609 - Formerly Community Hall/Sherriff Substation	18,171.00	18,171.00	849.77	5,750.95	12,420.05
610 - Dog Park	107,878.00	107,878.00	2,320.18	34,745.14	73,132.86
611 - Beach Parks	31,152.00	46,152.00	3,467.10	7,580.06	38,571.94
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	16,855.17	95,855.08	50,959.92
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	8,327.01	61,670.34	37,584.66
617 - Bonita Nature Place	63,953.00	63,953.00	4,750.84	27,267.12	36,685.88
618 - Windsor Road Preserve	7,995.00	7,995.00	27.58	5,362.99	2,632.01
620 - Marni Fields	123,941.00	123,941.00	9,029.16	79,232.59	44,708.41
621 - BS River Park	52,978.00	57,259.00	7,380.38	34,036.13	23,222.87
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	179.04	537.60	751.40
624 - Leitner Creek Neighborhood Park	14,053.00	38,903.00	2,705.48	8,506.18	30,396.82
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	5,998.10	78,408.66	68,099.34
883 - Veterans	500.00	500.00	0.00	480.00	20.00
Fund: 00 - General Fund Total:	22,396,396.44	22,762,313.44	2,467,668.75	15,841,646.60	6,920,666.84
Total Surplus (Deficit):	-22,396,396.44	-22,762,313.44	-2,467,668.75	-15,841,646.60	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 07/31/2025

RevAccountType;ExpFinStmntLineItem	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,772,200.00	1,772,200.00	158,196.98	1,384,113.32	388,086.68
335 - State Shared Revenue	291,200.00	291,200.00	21,899.30	212,487.21	78,712.79
361 - Interest & Other Earnings	82,000.00	82,000.00	6,319.00	71,511.08	10,488.92
Revenue Total:	2,145,400.00	2,145,400.00	186,415.28	1,668,111.61	477,288.39
Expense					
54 - Transportation	1,304,138.08	1,304,138.08	218,027.88	1,253,043.38	51,094.70
58 - Other Uses/Transfers Out	428,990.00	2,875,305.00	-41,419.78	256,877.49	2,618,427.51
Expense Total:	1,733,128.08	4,179,443.08	176,608.10	1,509,920.87	2,669,522.21
Fund: 10 - Gas Tax Fund Surplus (Deficit):	412,271.92	-2,034,043.08	9,807.18	158,190.74	-2,192,233.82
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	0.00	27,565,831.00	0.00	2,949,977.91	24,615,853.09
334 - State Grants	1,311,750.00	21,496,684.50	325,473.96	492,512.14	21,004,172.36
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	49,142,515.50	325,473.96	3,455,747.55	45,686,767.95
Expense					
52 - Public Safety	80,000.00	80,000.00	17,702.75	786,481.35	-706,481.35
57 - Culture & Recreation	0.00	9,639.00	0.00	0.00	9,639.00
58 - Other Uses/Transfers Out	1,311,750.00	49,052,876.50	6,191,082.86	9,309,454.51	39,743,421.99
Expense Total:	1,391,750.00	49,142,515.50	6,208,785.61	10,095,935.86	39,046,579.64
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	-5,883,311.65	-6,640,188.31	6,640,188.31
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,650,000.00	2,650,000.00	224,298.45	4,193,782.91	-1,543,782.91
361 - Interest & Other Earnings	1,000,000.00	1,000,000.00	93,267.00	923,862.08	76,137.92
Revenue Total:	3,650,000.00	3,650,000.00	317,565.45	5,117,644.99	-1,467,644.99
Expense					
58 - Other Uses/Transfers Out	3,299,667.00	28,202,108.00	140,896.17	916,626.48	27,285,481.52
Expense Total:	3,299,667.00	28,202,108.00	140,896.17	916,626.48	27,285,481.52
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	350,333.00	-24,552,108.00	176,669.28	4,201,018.51	-28,753,126.51
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	210,000.00	210,000.00	16,440.00	277,398.00	-67,398.00
361 - Interest & Other Earnings	100,000.00	100,000.00	7,234.00	80,488.08	19,511.92
Revenue Total:	310,000.00	310,000.00	23,674.00	357,886.08	-47,886.08
Expense					
58 - Other Uses/Transfers Out	0.00	5,014,166.00	2,031.75	111,249.25	4,902,916.75
Expense Total:	0.00	5,014,166.00	2,031.75	111,249.25	4,902,916.75
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	310,000.00	-4,704,166.00	21,642.25	246,636.83	-4,950,802.83
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,590,000.00	1,590,000.00	28,314.45	1,618,703.72	-28,703.72
361 - Interest & Other Earnings	50,000.00	50,000.00	11,758.00	124,838.38	-74,838.38
Revenue Total:	1,640,000.00	1,640,000.00	40,072.45	1,743,542.10	-103,542.10
Expense					
53 - Physical Environment	746,047.96	746,047.96	20,704.93	306,946.21	439,101.75

Special Revenue Funds Budget Report

For Fiscal: 2024-2025 Period Ending: 07/31/2025

RevAccountType;ExpFinStmntLineItem	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	20,704.93	306,946.21	4,639,101.75
Fund: 18 - Stormwater Management Surplus (Deficit):	193,952.04	-3,306,047.96	19,367.52	1,436,595.89	-4,742,643.85
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,000,000.00	2,000,000.00	164,399.80	1,957,745.40	42,254.60
361 - Interest & Other Earnings	10,000.00	10,000.00	7,313.32	81,243.13	-71,243.13
Revenue Total:	2,010,000.00	2,010,000.00	171,713.12	2,038,988.53	-28,988.53
Expense					
52 - Public Safety	2,979,500.00	2,979,500.00	269,858.91	2,709,587.83	269,912.17
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	269,858.91	2,758,390.17	863,904.83
Fund: 19 - Building Fees Fund Surplus (Deficit):	-969,500.00	-1,612,295.00	-98,145.79	-719,401.64	-892,893.36
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	59,866.00	1,073,644.00	0.00
Expense Total:	1,073,644.00	1,073,644.00	59,866.00	1,073,644.00	0.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	-227,844.00	-227,844.00	-59,866.00	-1,073,644.00	845,800.00
Total Surplus (Deficit):	69,212.96	-36,436,504.04	-5,813,837.21	-2,390,791.98	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 07/31/2025

RevAccountType;ExpFinStmntLineItem	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	59,866.00	1,073,644.00	0.00
Revenue Total:	1,073,644.00	1,073,644.00	59,866.00	1,073,644.00	0.00
Expense					
51 - General Government	1,073,644.00	1,073,644.00	59,866.00	1,073,644.00	0.00
Expense Total:	1,073,644.00	1,073,644.00	59,866.00	1,073,644.00	0.00
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	



City of Bonita Springs, FL

Capital Project Funds Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 07/31/2025

ExpFinStmntLineItem;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	4,166.67	40,119.70	2,827,505.30
381 - Transfers In	18,997,023.00	131,538,111.50	7,211,982.22	14,565,367.42	116,972,744.08
Revenue Total:	20,364,648.00	134,405,736.50	7,216,148.89	14,605,487.12	119,800,249.38
Expense					
51 - General Government	3,790,000.00	10,034,432.00	10,240.00	299,772.78	9,734,659.22
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	6,456,239.66	10,551,712.83	41,272,790.67
54 - Transportation	5,778,657.00	57,437,706.00	436,735.74	2,859,501.47	54,578,204.53
57 - Culture & Recreation	5,388,991.00	14,709,095.00	308,766.82	854,379.84	13,854,715.16
Expense Total:	20,364,648.00	134,405,736.50	7,211,982.22	14,565,366.92	119,840,369.58
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	4,166.67	40,120.20	-40,120.20
Fund: 31 - Other Capital Projects Fund					
Revenue					
381 - Transfers In	85,000.00	3,025,009.00	9,968.00	9,968.00	3,015,041.00
Revenue Total:	85,000.00	3,025,009.00	9,968.00	9,968.00	3,015,041.00
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	9,968.00	9,968.00	2,936,660.00
Expense Total:	85,000.00	3,025,009.00	9,968.00	9,968.00	3,015,041.00
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	4,166.67	40,120.20	

ITEM TITLE: Presentation of Building Permit Fee Schedule Update.

REQUESTOR: John Dulmer, Director, Community Development

AGENDA SECTION: City Manager

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND: This item is in response to City Council direction provided on July 16 and September 3, 2025, and to ensure continued compliance with Florida Statutes §553.80

Staff evaluated the current fee schedule and recent fee updates in neighboring jurisdictions. Notably, the City of Fort Myers adopted new fees on August 6, 2025, following a third-party study, intending to achieve 100% cost recovery. The Village of Estero also updated their building fee schedule on September 17, 2025, citing the need to offset the cost of review and inspections since fees had not been updated in ten years.

Florida law requires that building permit fees be used solely for enforcing the Florida Building Code and prohibits revenue from exceeding enforcement costs. A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years. The term “operating budget” does not include reserve (surplus) amounts. Surplus funds must be managed within statutory limits, with excess used for specific improvements (technology upgrades, facility improvements, or training programs) or refunded.

Due to recent legislative changes, local governments are prohibited from increasing building and inspection fees within 180 days of a declared state emergency. With the 2025 Hurricane Season at its peak, it is appropriate timing for Council to provide direction.

STAFF RECOMMENDATION: Receive presentation and provide direction to staff

ATTACHMENTS: none

None

REVIEWERS:

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