



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

City of Bonita Springs City Council Meeting Agenda

June 17, 2026
5:30 p.m.

To speak to the City Council during this proceeding, please complete a “Public Comment Slip” and submit it to the City Clerk, who is seated at the left-hand side of the dais. Blank slips are available on the table outside Council Chambers. Written comments may be submitted in advance of the meeting by emailing your name, address, and comment to citymeetings@cityofbonitasprings.org by 12:00 Noon, June 17, 2026.

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 Proclamations and Presentations:
 - A. Recognition of Students from the Oak Creek Charter School Taekwondo Team for Advancing to the AAU Taekwondo National Championships.
 - B. Proclamation Commemorating the 250th Anniversary of the United States of America.
7. Consent Agenda Items:
 - A. Approve Minutes from the City Council Regular Meeting held on June 3, 2026.

- B. Approve a Resolution awarding Disaster Debris Monitoring for Bonita Springs RFP 26-07 to Thompson Consulting Services as the primary vendor and Rostan Solutions as the secondary vendor. (Green Sheet 26-06-101)
- C. Approve a Special Event Permit request submitted by the Bonita Springs Downtown Alliance to hold its RiverFest event on the grounds of the Liles Hotel on Saturday, August 1, 2026, from 1:00 p.m. - 5:00 p.m. (Green Sheet 26-06-110)
 - Opportunity for City Council Comments on Consent Agenda

8. Presentations:

- A. Presentation on Emergency Preparedness and Introduction of Partner Agencies. (Green Sheet 26-06-102)
- B. Presentation and Update by the Lee County Sheriff's Office Community Policing Unit. (Green Sheet 26-06-107)

9. Public Hearings:

- A. AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED; SO AS TO AMEND THE FUTURE LAND ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES, TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS IN ACCORDANCE WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (Green Sheet 26-06-103)

10. Mayor and Council Member Items:

- A. (Continued from the May 20, 2026 Council Meeting) Approve the First Amendment to the four-party BERT Memorandum of Agreement (MOA) extending the agreement's termination date from June 30, 2026 to August 18, 2026. (Corrie, Green Sheet 26-06-109)
- B. Authorize staff to submit a Special Assemblage Application for the Wonder Gardens property. (Corrie, Green Sheet 26-06-104)

11. City Attorney Items:

12. City Manager Items:

- A. Approve a Resolution calling for and ordering a General Election of Municipal Officers for City Council Districts 1, 3, and 5 to be held Tuesday, November 3, 2026, and acknowledging six (6) qualified candidates for said election. (Green Sheet 26-06-111)
- B. Presentation of the April Financial Report. (Green Sheet 26-06-108)
- C. Update regarding Community Development on-line review process and approve the services agreement for GeoCiviz plan review Software. (Green Sheet 26-06-106)
- D. Presentation of Community Development Activity and Business Permit Reports for April and May, 2026. (Green Sheet 26-06-105)

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment



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

City of Bonita Springs
City Council
Draft Meeting Minutes
June 3, 2026
5:30 p.m.

1. **Call to Order** - Mayor Gibson called the meeting to order at 5:32 p.m.

2. **Invocation** - Provided by Rabbi Mendy Greenberg of Chabad Jewish Center.

3. **Pledge of Allegiance**

4. **Roll Call**

Present: 6 Council Member Bogacz, Council Member Carr, Mayor Gibson, Council Member Corrie, Council Member Fullick, Council Member Fitzpatrick

Absent: 1 Deputy Mayor Purdon (excused)

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

6. **Presentations:**

A. Presentation by Tamara Pigott, Executive Director of the Lee County Visitor & Convention Bureau, on tourism activity and Tourist Development Council (TDC) initiatives. (Green Sheet 26-06-092)

Tamara Pigott, Executive Director of the Lee County Visitor & Convention Bureau, presented the report and introduced Pamela Johnson, Deputy Director of the Lee County Visitor & Convention Bureau, who is set to assume the role of Executive Director upon Ms. Pigott's retirement (Presentation on file in the City Clerk's office). City Council also presented a Certificate of Recognition to Ms. Pigott and wished her well in retirement.

7. **Consent Agenda Items:**

*Council Member Carr motioned to approve consent agenda items; Seconded by Council Member Bogacz. **The motion carried 6-0.***

A. Approve Minutes from the City Council Regular Meeting held on May 20, 2026.

B. Approve a Resolution and Supplemental Task Agreement #3 issued under CN 23-23, Miscellaneous Grant Writing and Support Services with Pegasus Engineering, LLC for grant management services to assist with the implementation of the Central Bonita Springs Neighborhood Elevation Project. (Green Sheet 26-06-094)

C. Approve amendment #2 for the Septic Replacement and Groundwater Protection Agreement between the City and Bonita Springs Utilities clarifying grant match responsibilities for Lakes of San Souci and Sun Village Septic to Sewer Projects. (Green Sheet 26-06-095)

- D. Approve a Resolution accepting the recommendation of the Art in Public Places Board for tenancy of Artist Cottage #5 and authorizing the City Manager to execute a one-year lease agreement. (Green Sheet 26-06-096)
- E. Approve a Resolution accepting the recommendation of the Art in Public Places Board for tenancy of Artist Cottage #2 and authorizing the City Manager to execute a one-year lease agreement; and approve the early lease termination request submitted by the current tenants of Artist Cottage #2. (Green Sheet 26-06-097)

- Opportunity for City Council Comments on Consent Agenda

Council Member Fullick addressed Consent Item 7E, noting that the current tenants of Artist Cottage #2 requested to end their agreement effective 6/30/26 without providing the required 90 days' contractual notice. He emphasized that approval of the early termination should not be viewed as establishing a precedent; the approval is being granted solely because a new tenant is prepared to begin occupancy early. City Attorney Rooney concurred.

8. Public Hearings:

- A. (Second Reading and Public Hearing) AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA AMENDING CHAPTER 40 OF THE BONITA SPRINGS CODE; CREATING A NEW ARTICLE V - REGULATING THE OPERATION OF ELECTRIC BICYCLES, MOTORCYCLES, AND PERSONAL ELECTRIC POWERED DEVICES ON STREETS, SIDEWALKS, AND SIDEWALK AREAS; PROVIDING DEFINITIONS FOR THE TERM "ELECTRIC BICYCLE," "MOTORCYCLE," "MICROMOBILITY DEVICE," AND OFF HIGHWAY VEHICLES AND MOTORCYCLES; PROHIBITING THE OPERATION OF ELECTRIC POWERED DEVICES ON TRAILS, GREENWAYS, GREENBELTS, AND EASEMENTS IN THE CITY OF BONITA SPRINGS; PROVIDING A PENALTY FOR VIOLATION OF THIS SECTION; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE (Green Sheet 26-06-098)

*The City Clerk read the title block into the record. City Attorney Rooney, participating remotely via Zoom, introduced the item and noted that the First Reading occurred on May 6, 2026. He outlined revisions made to the draft ordinance in response to Council Member comments at First Reading, including adding the term "Electric Mobility Device" as a catch-all category for similar electric vehicles. City Attorney Rooney addressed Council Member questions on topics that included enforceability, speed limits, and fines. Mayor Gibson called for public comment; seeing none, Council Member Carr motioned to approve, Seconded by Council Member Corrie. **The motion carried 6-0. Ordinance 26-07 adopted.***

9. Mayor and Council Member Items:

- A. Discussion regarding establishing a historical preservation evaluation policy, and direction to staff. (Corrie, Green Sheet 26-06-099)

Council Member Corrie led the discussion, explaining that the purpose of the draft policy outlined in the Green Sheet is to clarify the criteria Council uses when considering the historical significance of property. City Attorney Rooney noted that the draft appears to function as guidelines for Council, and therefore would be appropriate for inclusion in the City's Administrative Code by resolution. Council Member Fitzpatrick requested amending Section 2(F) from "enhances downtown vitality" to "enhances community vitality." Council Members expressed support for the draft and commended Council Member Corrie for his thorough work. Staff will review the draft and make revisions as appropriate for Council Member Corrie to bring back at a future meeting.

10. City Attorney Items:

- A. **ADDENDUM: Authorize City Manager to execute additional Opioid Settlement Agreements and other documents as requested by the Florida Attorney General. (Green Sheet 26-06-100)**

*City Attorney Rooney summarized the background of national opioid settlements and explained that today's action would authorize the City Manager to execute the attached agreement and any additional participation and settlement documents required by the Florida Attorney General. He also clarified that under an Interlocal Agreement with Lee County, the City's allocation of settlement funds is administered by the County. Council Member Fullick motioned to approve, Seconded by Council Member Bogacz. **The motion carried 6-0.***

11. City Manager Items:

- A. **Approve Florida Division of Emergency Management Hazard Mitigation Grant Management (HMGP) contract agreement for Central Bonita Springs Neighborhood Elevation Project. (Green Sheet 26-06-093)**

*Elly Soto McKuen, Senior Project Manager, provided a brief history of the City's grant application and an overview of the proposed contract agreement. She stated the houses identified in the elevation project are either located in a Special Flood Hazard Area or are designated a repetitive loss/severe repetitive loss property. 75% of project costs are funded by FEMA, with 25% provided by the property owners. Ms. McKuen also noted the project is identified in the City's Capital Improvement Plan. Council Member Corrie motioned to approve, Seconded by Council Member Fitzpatrick. **The motion carried 6-0.***

Additional City Manager Items

Lisa Griggs Roth, Director of Finance & Administrative Service, presented on the Lee County Property Appraiser's June 1st Estimate of Tax Roll Values (presentation on file in the Clerk's Office).

City Manager Hunter informed Council that staff are currently evaluating the potential impacts of the recently approved joint legislative resolution which places a constitutional amendment ballot question on the November General Election ballot regarding expanding the existing homestead exemption. She noted that it is too early to determine any specific budgetary adjustments or service-level impacts. Staff will provide updates as additional information becomes available.

12. Mayor and Council Member Reports

Council Member Bogacz: Reported that Bonita Springs Firefighters Union will again host the Fourth of July parade and noted that sponsorship opportunities remain open until July 15. She encouraged attendance at both the parade and the City's Star-Spangled Bonita Celebration, which begins at 6:00 p.m. She also stressed the importance of maintaining civility and respect when disagreeing on issues.

Council Member Carr: Commended everyone involved in the Memorial Day Ceremony and congratulated Jenna Persons-Mulicka on her gubernatorial appointment as Lee County Supervisor of Elections.

Council Member Corrie: Addressed the property tax constitutional amendment on expanding the homestead exemption, which will appear on the November General Election ballot.

Council Member Fullick: Reported on the strong attendance and success of the Memorial Day Ceremony and thanked all involved. He also congratulated the Bohemian and the Canary Club for their inclusion in the Michelin Guide.

Council Member Fitzpatrick: Encouraged residents to bring comments and ideas directly to Council during meetings rather than posting on social media.

Mayor Gibson: Congratulated the Bohemian and the Canary Club for their inclusion in the Michelin Guide and recognized Thomas McGuire, Bonita Springs High School flag football coach, for being named Coach of the Year at the 2026 SWFL Sports Awards.

13. Public Comment

Kyle Moran – Commented on the value of differing opinions in a democracy, emphasizing that harassment of elected officials is unacceptable. He also noted the importance of fostering community, culture, and commerce.

14. Adjournment - *There being no further business, the meeting adjourned at 7:28 p.m.*

PREPARED AND ATTESTED BY:

Michael J. Sheffield, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

Mike Gibson, Mayor

ITEM TITLE: Approve a Resolution awarding Disaster Debris Monitoring for Bonita Springs RFP 26-07 to Thompson Consulting Services as the primary vendor and Rostan Solutions as the secondary vendor.

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

AGENDA SECTION: Consent

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

On April 14, 2026, City staff advertised for sealed two-step proposals for Disaster Debris Monitoring for Bonita Springs RFP 26-07 and on May 12, 2026, the City received four (4) sealed proposals for the project.

On June 1, 2026, the Selection Committee met to evaluate the four (4) proposals and short-listed Thompson Consulting Services, DebrisTech, and Rostan Solutions to proceed to Step Two where pricing would be opened and considered. The Step Two Pricing was opened for Thompson Consulting Services, DebrisTech, and Rostan Solutions and disseminated to the Selection Committee for review and consideration.

On June 4, 2026, the Selection Committee met to evaluate pricing and total rankings and recommended award to two firms in the following order:

- Primary: Thompson Consulting Services - \$332.50 (Total of Hourly Rates – Items 1-6) *
- Secondary: Rostan Solutions - \$338.00 (Total of Hourly Rates – Items 1-6) *

*Pricing is based on Post-Event Standard Positions (Items 1-6) of the Proposal which includes the most frequently required services. Alternate Positions that may be needed were also included as price items within the RFP; thus, award of Alternate Positions at the prices in each vendor's proposal is also requested as part of this recommendation and Resolution.

Staff is recommending awarding Disaster Debris Monitoring for Bonita Springs RFP 26-07 to Thompson Consulting Services as the primary vendor and Rostan Solutions as the secondary vendor. This is in compliance with the City's submission for reimbursement from FEMA for disaster response.

STAFF RECOMMENDATION: Approve Resolution

ATTACHMENTS:

1. Resolution including Price Comparison

REVIEWERS:

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

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 26 - XX

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA APPROVING A RECOMMENDATION OF AWARD TO THOMPSON CONSULTING SERVICES AS THE PRIMARY VENDOR AND ROSTAN SOLUTIONS AS THE SECONDARY VENDOR FOR DISASTER DEBRIS MONITORING FOR BONITA SPRINGS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENTS WITH THE AWARDED FIRMS.

WHEREAS, on May 12, 2026, the City received four (4) submittals in response to the City's Request for Two-Step Proposals for Disaster Debris Monitoring for Bonita Springs (RFP 26-07); and

WHEREAS, on June 1 and June 4, 2026, the Selection Committee reviewed the Step One and Step Two proposals submitted and recommended award to Thompson Consulting Services as the primary vendor and Rostan Solutions as the secondary vendor. A summary of the two firms, in no particular order, is attached hereto as Exhibit "A."

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

Section 1. The foregoing recommendation is hereby approved.

Section 2. Staff is hereby authorized to enter into agreements with Thompson Consulting Services as the primary vendor and Rostan Solutions as the secondary vendor for Disaster Debris Monitoring for Bonita Springs.

Section 3. 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 XX day of XXXX, 2026.

AUTHENTICATION:

Mayor Mike Gibson

City Clerk

APPROVED AS TO FORM: _____

City Attorney's Office

EXHIBIT A

<u>Proposer</u>	<u>Total of Hourly Rates (Items 1-6)</u>
<u>Thompson Consulting Services</u>	<u>\$332.50</u>
<u>Rostan Solutions</u>	<u>\$338.00</u>

NOTE: Alternate Positions that may be needed were also included as price items within the RFP; thus, award of Alternate Positions at the prices in each vendor's proposal is also requested as part of this Resolution.

ITEM TITLE: Approve a Special Event Permit request submitted by the Bonita Springs Downtown Alliance to hold its RiverFest event on the grounds of the Liles Hotel on Saturday, August 1, 2026, from 1:00 p.m. - 5:00 p.m.

REQUESTOR: Lora Taylor, Director, Communications and Facilities

AGENDA SECTION: Consent

STRATEGIC PRIORITY:

BACKGROUND:

The Bonita Springs Downtown Alliance is requesting permission to utilize City property at the Liles Hotel in downtown Bonita Springs for its RiverFest event on Saturday, August 1, 2026, from 1:00 p.m. to 5:00 p.m. A list of participating vendors and organizations proposing to utilize City property must be submitted to and approved by City staff prior to the event.

RiverFest is anticipated to provide family-friendly activities and community engagement opportunities for residents and visitors in the downtown area. Event organizers will be required to comply with all applicable City regulations and permit requirements.

To minimize disruption to nearby residents, staff recommends limiting amplified sound to no more than 65 decibels at the nearest residential property throughout the event.

STAFF RECOMMENDATION: Approve a Special Event Permit, allowing the Bonita Springs Downtown Alliance to hold its RiverFest event on the grounds of the Liles Hotel on Saturday, August 1, 2026, from 1:00 p.m. - 5:00 p.m., subject to the conditions outlined by staff.

ATTACHMENTS:

1. Special event application and event layout

REVIEWERS:

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

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

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



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

Date Received: _____

Effective Date/Time: _____

Application Fee: ☐ \$50.00

Phone: 239/949-6262

Fax: 949-6239

☒ \$25.00 (501C3 organizations)

Fee is non-refundable

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: Riverfest Hosted by Downtown Alliance + BERT
Nature of Event: Community Event
Location (Attach Site Plan): Liles Park

Date

Set-Up Time

Actual Event Times

Take Down Time

8-1-26

8am to

1:00pm

1:00pm to

5:00pm

5:00pm to

8:00pm

For multiple dates, please attach letter.

Has this event been held in the past? No

If so, when was the last event? _____

Individual Contact for Activity/Event: Zach Smith

Phone: 239-272-9484

Address: 10401 Parkview Lane Bonita 34135

Website: _____

E-Mail Address: Zach@ceremonybrewing.com

Major Sponsor(s): _____

Promoter(s): Downtown Alliance

Phone or Contact #: 239-272-9484

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

Yes
☒

No
☐

Actual Anticipated number: 1,500

2. Parking: Will off-site parking be provided? Public/City

☒

☐

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

☐

☒

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

☒

☐

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

15. Sanitary Facilities:

TBD

Yes No

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

☐ ☐

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

☐ ☐

Will additional refuse containers/dumpsters be provided?

☐ ☐

If yes, by whom: TBD

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

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

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

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

Signature of Applicant

Date

03/30/26

Comments: _____

City Manager

Date

Comments: _____

Application Fee is non-refundable.

PLEASE NOTE: Lee County Sheriff's Department will not sign-off on your event unless they see a completed Special Event Packet. This sign-off sheet must be completed by the Lee County Sheriff's Office with your Special Event Packet when you return it to Bonita Springs City Hall.



CITY OF BONITA SPRINGS SPECIAL EVENT DEPARTMENT
9101 BONITA BEACH ROAD | BONITA SPRINGS, FL 34135 | (239) 949-6262

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

Details Unit - (239) 477-1199 or jhillery@sheriffleefl.org or asellers@sheriffleefl.org

Event Name 2026 RiverFest

Parking:

All participants will be directed to use established public and City owned parking lots.

Road Closures (Please Explain):

No road closures will be required for this event.

Alcoholic Beverages:

According to permit application, alcohol will be available for sale & consumption throughout event area.

Special Arrangements:

LCSO will required vendor to hire four extra duty detail deputies for security & presence throughout event area.

Vendor will be responsible for barricading any parking lots leading to the event area. A water safety plan will need to be established for the canoe/kayak races. Any amplified sound must adhere to City of Bonita Springs noise ordinance.

SHERIFF'S PERSONNEL USE ONLY

LCSO DETAIL COMMANDER:

Captain Jay Hight
SIGNATURE

DATE:

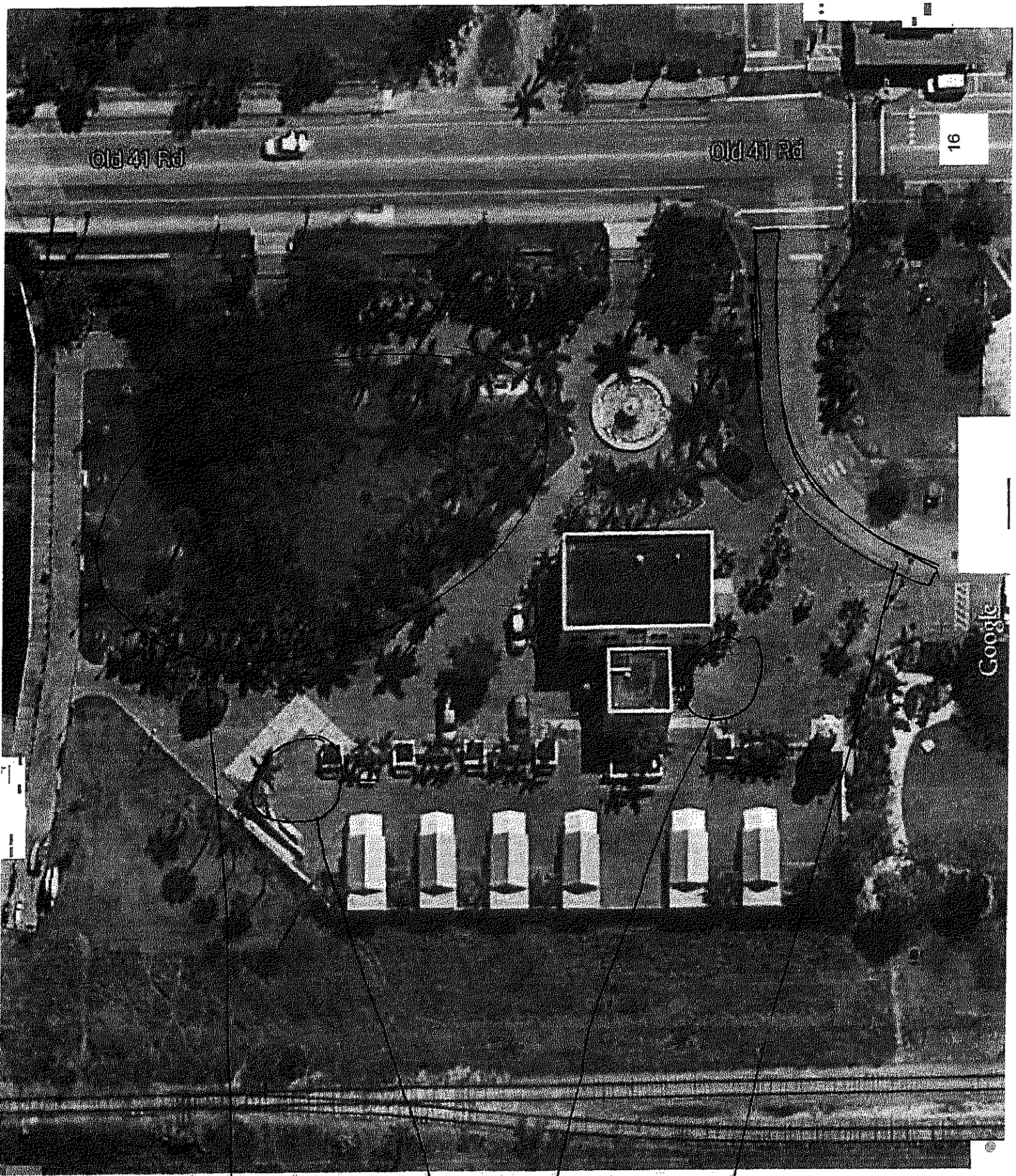
4/16/26

DEPUTIES BOOKED FOR EVENT (How Many?): Four (4)

DATE BOOKED:

Please Note: "Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.

Extra duty detail deputies will be on and remain on site while event is open to the public.



Vendors

BAND

Police TBD

Food Trucks + Dumpster

Letter of Intent

On Saturday, August 1st, 2026, from 1:00pm-5:00pm The Hospitality Alliance, a subcommittee of the Downtown Alliance, is planning "Riverfest" with proceeds benefiting BERT. The event will be hosted at the Liels Park Property in Downtown Bonita.

This is a free community event in partnership with downtown businesses. The event will include live music throughout the event, 50/50 raffles, rubber duckie races, canoe/kayak races, games and activities, local vendors, and food trucks. Local businesses such as bars and restaurants will be invited to sell food or drinks. Local shops will be invited to sell their products.

Thank you for your consideration.

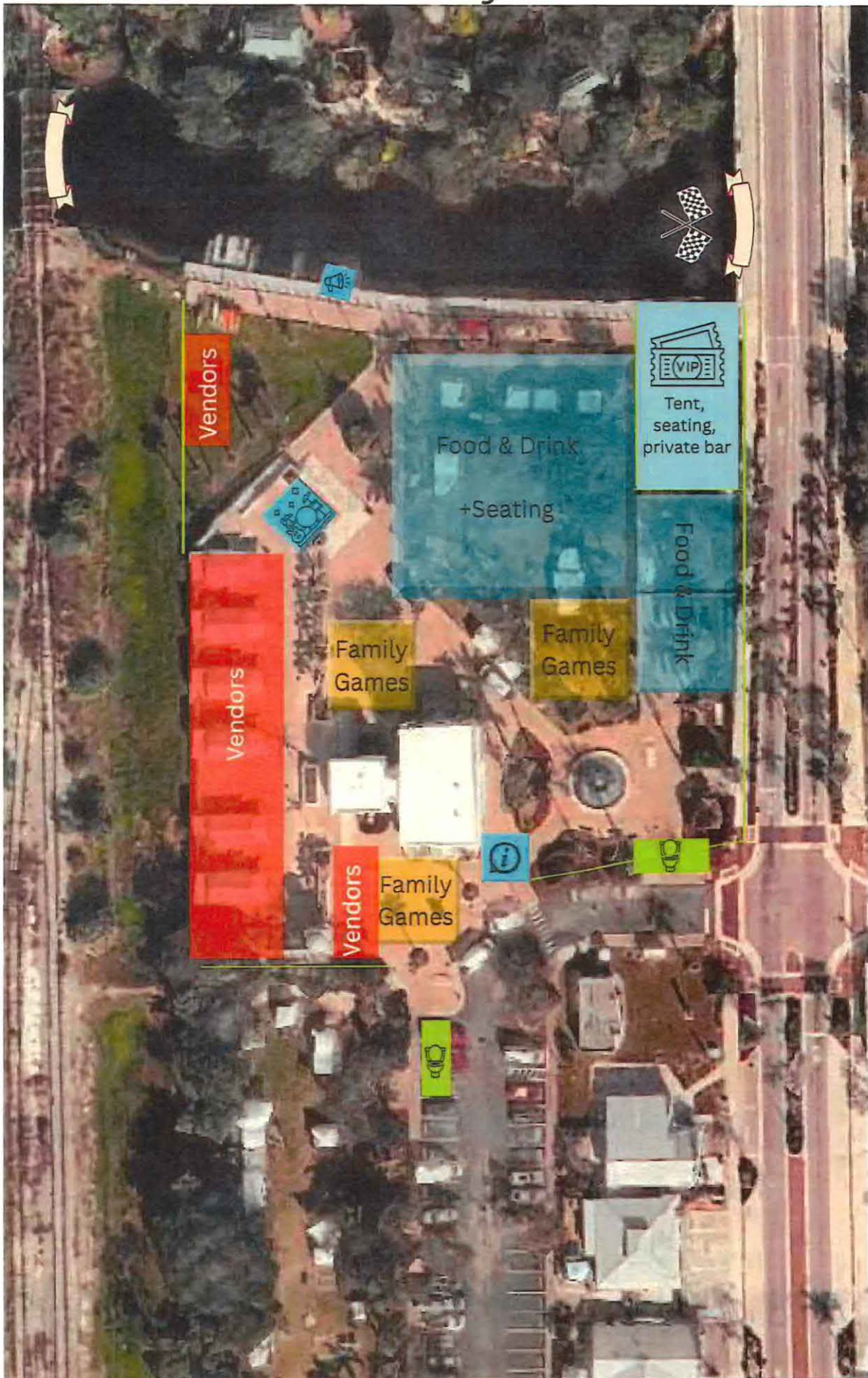
Respectfully,

Zach Smith

Owner Ceremony Brewing

Board Member of the Downtown Alliance

Event Layout



Race Layout



FORM DBPR ABT – 6003
APPLICATION FOR TEMPORARY PERMIT OR SPECIAL SALES LICENSE
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO

FORM DBPR ABT – 6003 IS REQUIRED TO:

- Apply for a temporary permit, not exceeding three days, to sell alcoholic beverages for consumption on premises only; or
- Apply for a special sales license, not exceeding three days, for the package sale only of alcoholic beverages.

FORM DBPR ABT – 6003 CHECKLIST

TRANSACTION	APPLICATION REQUIREMENTS
TEMPORARY PERMIT	☐ APPLICATION FORM DBPR ABT – 6003 ☐ Complete Sections 1-6. ☐ Obtain Notarization for Applicant Affidavit in Section 6. ☐ Determine if Section 8 applies to the location of the event and obtain attestation of permanent licensee if applicable. ☐ APPROVALS BY OTHER STATE OR LOCAL AGENCIES ☐ Section 3 - Sales Tax Certification Obtain approval from the local area office of the Florida Department of Revenue. ☐ Section 4 – Zoning Approval Obtain approval from the city or county zoning authority governing the location of the event. ☐ APPLICATION FEE ☐ \$25.00 Payable To: Div. of Alcoholic Beverages and Tobacco ☐ FILE APPLICATION FORM DBPR ABT - 6003 ☐ Submit the original, completed application with the required approvals and the application fee at least seven (7) days prior to the first date of the planned event.
SPECIAL SALES LICENSE	☐ APPLICATION FORM DBPR ABT – 6003 ☐ Complete Sections 1-3 and 7. ☐ Obtain Notarization for Applicant Affidavit in Section 7. ☐ APPROVALS BY OTHER STATE OR LOCAL AGENCIES ☐ Section 3 - Sales Tax Certification Obtain approval from the local area office of the Florida Department of Revenue. ☐ APPLICATION FEE ☐ \$25.00 Payable To: Div. of Alcoholic Beverages and Tobacco ☐ FILE APPLICATION FORM DBPR ABT - 6003 Submit the original, completed application with the required approvals and the application fee at least seven (7) days prior to the first date of the planned event.

TYPE OF APPLICATION	
☒ Temporary Permit	☐ Special Sales License

SECTION 1A: APPLICANT INFORMATION			
Full Name of Applicant(s) The permit will be issued in the name of the applicant as provided on the application. B.S.D. 4			
Applicant Mailing Address P.O. BOX 36755			
City Bonita Springs	County Lee	State FL	Zip Code 33936
Applicant Telephone Number 239-272-9484		Applicant E-mail Address zach@ceremanybrewing.com	
Corporation or Other Legal Entity If the applicant is a corporation or other legal entity, enter the name and the document number related to the legal entity as registered with the Florida Department of State Division of Corporations.			
FEIN Number 81-1385933		Florida Department of State Document Number	

SECTION 1B (OPTIONAL): DESIGNATED CONTACT			
A contact person must be designated below if the applicant prefers to designate a person other than the applicant to receive and reply to Division communications regarding this application. The designated contact person will be permitted to make changes to the application paperwork on behalf of the applicant, and the Division will communicate directly with the contact person regarding the application. The applicant will not be copied on communications from the Division to the designated contact. It is the responsibility of the applicant to inform the Division if there is a change of designated contact and/or to the contact information of the designated contact.			
Full Name of Designated Contact			
Designated Contact Mailing Address			
City	County	State	Zip Code
		FL	
Designated Contact E-mail Address		Designated Contact Telephone Number	
		Ext.	

SECTION 2: DATES AND LOCATION FOR PERMIT OR LICENSE			
Dates of Active Use for Temporary Permit or Special Sales License Provide the date(s) of the event or sale when the permit or license will be effective. The dates provided may not exceed three days.			
Day 1	Day 2	Day 3	
8-1-26	N/A	N/A	
Address for Physical Location of Temporary Event or Special Sales Event			
27300 Old 41 rd.			
City	County	State	Zip Code
Bonita Springs	Lee	FL	34135
Is the event location currently licensed for sales of alcoholic beverages under a permanent license issued by the Division? Yes ☐ No ☒ If yes, obtain attestation of permanent license holder in Section 8.			

SECTION 3: SALES TAX CERTIFICATION TO BE COMPLETED BY THE FLORIDA DEPARTMENT OF REVENUE	
Full Name of Applicant(s)	
Florida Department of Revenue Verification of Registration The named applicant(s) for a temporary permit or special sales license has complied with Florida Statutes concerning registration for Sales and Use Tax and has paid or agreed to pay any applicable taxes due.	
Authorized Agency Signature _____	
Printed Name _____	
Title _____	
Date _____	

SECTION 4: LOCAL ZONING APPROVAL			
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE TEMPORARY EVENT LOCATION			
Location of Temporary Event Street Address			
Liles Hotel 27300 Old 41 Rd			
City	County	State	Zip Code
Donita Springs	Lee	FL	34135
Local Zoning Approval The location of the temporary event complies with local ordinances for the temporary sale of alcoholic beverages based on the information supplied by the applicant in this application.			
Authorized Agency Signature _____			
Printed Name _____			
Title _____			
Date _____			

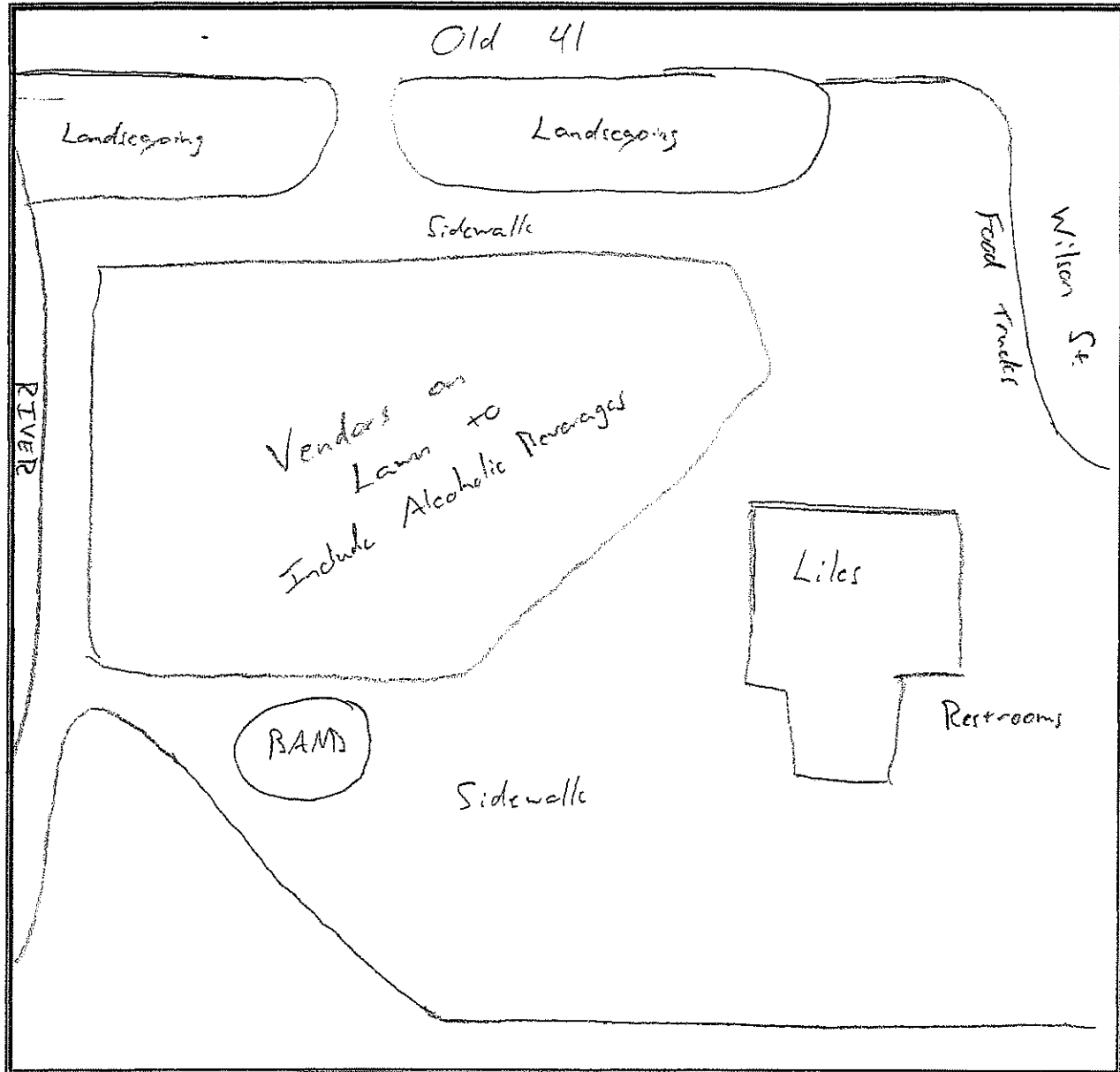
SECTION 5: DESCRIPTION OF PREMISES OF TEMPORARY EVENT

Full Name of Applicant(s)

Name or Title of Temporary Event

Riverfest

Neatly draw a floor plan of the premises in ink, including: sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, points of sale of alcoholic beverages, storage areas, restrooms, bar locations, and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.



**SECTION 6: AFFIDAVIT OF APPLICANT FOR TEMPORARY PERMIT
NOTARIZATION REQUIRED**

Full Name of Applicant(s)

"The applicant requesting the permit in the above and foregoing application is a nonprofit civic organization, charitable organization, municipality or county, and the permit, if used, will be used only by the applicant organization on the date(s) requested and at the location stated. By acceptance of this permit, the applicant agrees that, as a nonprofit or civic organization, all net profits from sales of alcoholic beverages during the permitted period will be retained by it, or, as a municipality or county, all net profits from sales of alcoholic beverages during the permit period will be donated to a nonprofit civic or charitable organization within 90 days after the permitted event. As a municipality or county, the applicant attempted to solicit a qualified nonprofit civic or charitable organization to conduct such sales for the permitted event but has been unable to find such a qualifying nonprofit civic or charitable organization in a reasonable and practicable manner and timeframe. The applicant organization has not received more than twelve (12) permits within the calendar year, unless otherwise authorized by law, and the applicant agrees that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, Deputies, and Police Officers for purposes of determining compliance with the Florida Beverage Law.

I, the undersigned individual, or if a corporation, for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I swear under oath or affirmation under penalty of perjury as provided for in sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true and correct."

Signature of Applicant/Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 _____,

by _____ (print affiant name).

() Personally Known

() Produced Identification

Type of Identification Produced _____

Signature of Notary Public – State of Florida

Name of Notary Public – Typed, Printed, or Stamped

(NOTARY SEAL)

Commission Expires: _____

FOR DIVISION USE ONLY

DATE ACCEPTED BY DISTRICT OFFICE:

**SECTION 7: AFFIDAVIT OF APPLICANT FOR SPECIAL SALES LICENSE
NOTARIZATION REQUIRED****Full Name of Applicant(s)**

"As the applicant requesting the special sales license in the above and foregoing application, I understand that this license allows package sales in sealed containers for a period of up to three days, and does not permit the sale of alcoholic beverages for consumption on the premises. I agree that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, Deputies, and Police Officers for purposes of determining compliance with the Florida Beverage Law.

I, the undersigned individual, or if a corporation, for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I swear under oath or affirmation under penalty of perjury as provided for in sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true and correct."

Signature of Applicant/Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 _____.

by _____ (print affiant name).

☐ Personally Known☐ Produced Identification

Type of Identification Produced _____

Signature of Notary Public – State of Florida_____
Name of Notary Public – Typed, Printed, or Stamped

(NOTARY SEAL)

Commission Expires: _____

FOR DIVISION USE ONLY

DATE ACCEPTED BY DISTRICT OFFICE:

**SECTION 8: ATTESTATION BY PERMANENT LICENSE HOLDER
FOR USE OF LICENSED PREMISES AS A PERMITTED TEMPORARY EVENT**

An attestation is to be obtained from the current, permanent alcoholic beverage license holder when the temporary event of the applicant nonprofit civic organization, charitable organization, municipality, or county is hosted at a location that is permanently licensed by the Division of Alcoholic Beverages & Tobacco for the sale of alcoholic beverages.

NOTE: The attestation must have the original signature of the alcoholic beverage license holder (only persons on file with the Division may sign) and must be submitted by the nonprofit civic organization, charitable organization, municipality, or county as part of the application for the Temporary Permit.

Full Name of Permanent License Holder at Temporary Event Location

Business Name (D/B/A)

License Number

Series of Permanent License

Series Type:

Contact Person for Permanent License Holder

Contact Person Telephone Number

Ext.

Contact Person E-mail Address

Name of Applicant for Temporary Permit

Date(s) of Temporary Event

Day 1

Day 2

Day 3

A temporary permit is being requested for an event to be held on your licensed premises. During the permitted dates and times of the event, no sales or service of alcoholic beverages may be made under your permanent alcoholic beverage license in the area identified for use by the temporary permit applicant in Section 5 of this application. Failure to comply may result in administrative charges being filed against your license.

Date _____

Signature of Permanent License Holder at Temporary Event Location

Printed Name of Permanent License Holder at Temporary Event Location

BONITA SPRINGS RIVERFEST SAFETY PLAN

AUGUST 1, 2026

1. In case of emergency (overheating, injury, overserve alcohol, altercation)
 - a. Hiring LCSO for safety and security.
 - b. We are the first line of defense. In case of emergency, use radio: **"We need emergency services at X location."**
 - c. All staff serving alcoholic beverages are "TIPs" certified to identify over consumption.
 - d. Shaded area, seating, and water are all provided.
2. Racer expectations
 - a. Separate and staffed racer entrance and registration.
 - b. Support vessels will be on the water to assist racers.
 - c. No one in or on the water without a consent/liability waiver signed.
3. Information Booth / Lost and Found
 - a. First welcome tent will serve as hub
 - b. 2 people with "ASK ME" signs
4. Communications amongst team
 - a. Signify by Department
 - i. Vendors - TBD
 - ii. Volunteers- TBD
 - iii. Racers - TBD
 - iv. Stage - TBD
 - v. Safety - LCSO
 - b. Don't speak about emergencies over the radio, public is around.
 - c. Don't speculate on any issues that have occurred.
 - d. If you need to speak to another team lead, call them on the radio and switch to a different channel to not clog up main artery.
5. Information
 - a. Any questions about layout, organization, direct to information tent

1 New Message

[Summarize](#)



Nicole Hornberger

To: Zachary Smith >

4:02 PM

Re: Riverfest

Yes, the first responders who will respond on the boat will be Firefighter-EMTs and Firefighter-Paramedics.

Nicole Hornberger

PUBLIC EDUCATION AND INFORMATION

BONITA SPRINGS FIRE CONTROL & RESCUE DISTRICT

27701 BONITA GRANDE DRIVE, BONITA SPRINGS, FL 34135

239-949-6200 MAIN

239-949-6207 FAX

239-949-6227 OFFICE

239-233-2856 CELL





Nicole Hornberger

To: Zachary Smith >

1:22 PM

Re: Riverfest

Hi Zach, just letting you know we're still working on this for you. We don't currently have a fee schedule for apparatus and staff for events like Riverfest. We will have a boat available for extra-quick emergency responses and there will be no fee. Our Chiefs have been in contact with the City. I hope this helps if you have any other questions of needs, please let me know.

Nicole Hornberger

PUBLIC EDUCATION AND INFORMATION

BONITA SPRINGS FIRE CONTROL & RESCUE DISTRICT

27701 BONITA GRANDE DRIVE, BONITA SPRINGS, FL 34135

239-949-6200 MAIN 239-949-6207 FAX

239-949-6227 OFFICE 239-233-2856 CELL



ITEM TITLE: Presentation on Emergency Preparedness and introduction of partner agencies.

REQUESTOR: Tony Backhurst, Neighborhood Services Director

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: #4 Environmental Protection

BACKGROUND:

Homeland Security Presidential Directive-5 (HSPD5) tasked the federal government with establishing a single, comprehensive approach to domestic incident management, which is now known as the National Incident Management System (NIMS), under which all levels of government across the nation have the capability to work efficiently and effectively together. After the impact of Hurricane Katrina in 2005, the adoption of NIMS became a condition precedent for the receipt of federal preparedness funds, including grants, contracts, and other activities.

An important component of NIMS is a scalable organizational structure known as the Incident Command Structure (ICS). Locally, utilizing this structure clarifies the chain of command and provides an orderly and systematic planning process in any circumstance. Nationally, the standardization of this structure fosters cooperation between diverse agencies, such as the City of Bonita Springs, Lee County, the State of Florida, and FEMA.

With the commencement of hurricane season, staff would like to provide a brief presentation on what to expect during an emergency response and to introduce some of our partner agencies that are involved in the preparedness and response to emergency situations.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Mike Sheffield
Department Director:	Tony Backhurst

ITEM TITLE: Presentation and update by the Lee County Sheriff's Office Community Policing Unit.

REQUESTOR: Arleen Hunter, City Manager

AGENDA SECTION: Presentations

STRATEGIC PRIORITY: 6) Government Transparency and Efficiency

BACKGROUND:

Pursuant to Council's request for regular updates on law enforcement activities, Commander Mark Bonora will present an update.

STAFF RECOMMENDATION: Receive presentation.

ATTACHMENTS: None.

REVIEWERS:

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

ITEM TITLE: AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED; SO AS TO AMEND THE FUTURE LAND ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES, TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS IN ACCORDANCE WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

REQUESTOR: Jacqueline Genson, AICP, Planning and Zoning Manager

AGENDA SECTION: Public Hearings

STRATEGIC PRIORITY: N/A

BACKGROUND:

On September 3, 2025, Council approved Task Order #3 of the Master Agreement with Portland State University to address the Florida Department of Commerce's technical assistance comment from 2023 legislation relative to changes in the required planning periods for comprehensive plans. That legislation, Chapter 2023-31, Laws of Florida, modified section 163.3177(S)(a), F.S., to require local governments to increase the two required planning periods in their comprehensive plans from 5-year and 10-year planning periods to 10-year and 20-year planning periods. This update required the City to update certain goals, objectives, and policies within the Future Land Use Element, Transportation Element, Housing Element, Intergovernmental Coordination Element, and Public Participation, Monitoring, Updating, and Evaluation Procedures.

The Planning and Zoning Board, serving as the Local Planning Agency (LPA), heard the amendment request on March 17, 2026, and motioned to find the proposed amendments consistent with the Bonita Springs Comprehensive Plan and recommended approval to City Council; the motion carried 6-0. On June 17, 2026, the City Council approved the transmittal of this update (7-0) to the state land planning agency through the State Expedited Review Process. The city received one technical assistance comment from the State Land Planning Agency recommending that the city specify the timeframes of the planning periods (e.g. 2040 and 2050), which resulted in minor additional changes to the Housing, Intergovernmental Coordination, and Public Participation Elements. This language is included in the updated staff report and draft amendments, for your review and consideration.

STAFF RECOMMENDATION: Commence with the public hearing for adoption of the ordinance, with changes.

ATTACHMENTS: CPA26-130023-BOS Staff Report, last revised June 8, 2026;
Review Agency Technical Assistance Comments
Ordinance with Text Amendment, last revised June 8, 2026;

REVIEWERS:

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

CPA26-130023-BOS

**Bonita Plan
Planning Horizon**

Expedited State Review Process



**City Initiated Application
and Staff Analysis**

***City of Bonita Springs
Planning Division
9200 Bonita Beach Road, Suite 109
Bonita Springs, Florida
(239) 444-6150***

LPA Public Hearing Date: March 17, 2026

City Council Transmittal Date: April 1, 2026

City Council Adoption Date: June 17, 2026

Project Name: Planning Horizon Amendments

City of Bonita Springs
Planning and Zoning Division
STAFF REPORT FOR
COMPREHENSIVE PLAN AMENDMENT
COORDINATED STATE REVIEW

CPA26-130023-BOS

X Text Amendment

X Map Amendment

This Document Contains the Following Reviews:	
X	Staff Review
X	Local Planning Agency (LPA) Review and Recommendation
X	City Council Hearing for Transmittal
	City Council Hearing for Adoption

STAFF REPORT PREPARATION DATE: March 10, 2026; Rev. March 24, 2026; April 1, 2026; and June 8, 2026

PART I- BACKGROUND AND STAFF RECOMMENDATION

A. SUMMARY OF APPLICATION

1. Applicant: City of Bonita Springs
2. Request: To amend the Bonita Springs Comprehensive Plan in compliance with comments provided by the FloridaCommerce, the State Land Planning Agency, as part of the previously approved Evaluation and Appraisal Review comprehensive plan amendments for the City of Bonita Springs (Amendment No. 24-01ER). The comment was for the City to update its comprehensive plan to take into account newer / current legislation that took effect in July 2023. That legislation, Chapter 2023-31, Laws of Florida, modified section 163.3177(S)(a), F.S., to require local governments to increase the two required planning periods in their comprehensive plans from 5-year and 10-year planning periods to 10-year and 20-year planning periods.

This update will require the City to update certain goals, objectives, and policies within the Future Land Use Element, Transportation Element, Housing Element, Intergovernmental Coordination Element, and Public Participation, Monitoring, Updating, and Evaluation Procedures.

B. STAFF RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. Recommendation: Staff recommends that the City Council vote to transmit the proposed amendments as included in the Transmittal Package Supplement (Exhibit A).
2. Basis and recommended findings of fact:
 - Dr. Margaret Banyan will present the Data and Analysis (Attachment A) to support the comprehensive plan amendments (Exhibit A) to the Local Planning Agency (LPA) on March 17th and to the City Council on April 1, 2026.
 - The City Council authorized Staff to initiate the amendments in response to the FloridaCommerce comments received as part of the previously approved Evaluation and Appraisal Review comprehensive plan amendments for the City of Bonita Springs (Amendment No. 24-01ER).
 - The proposed amendments are limited to those as identified by the FloridaCommerce.
 - The amendments support and complement other goals and policies within the Bonita Springs Comprehensive Plan.

C. SUMMARY/BACKGROUND DISCUSSION:

1. EXISTING CONDITIONS

Due to changes in state legislation, the planning horizons incorporated into the current Bonita Springs Comprehensive Plan are inconsistent with state requirements and requires amendments.

2. AFFECTED ELEMENTS OF THE BONITA PLAN.

The amendments required to ensure that the Bonita Plan is consistent with state requirements affecting the Future Land Use Element, Transportation Element, Housing Element, Intergovernmental Coordination Element, and Public Participation, Monitoring, Updating, and Evaluation Procedures.

PART II- STAFF ANALYSIS

A. ANALYSIS

Please see the attached Transmittal Package Supplement (Attachment A).

CONSISTENCY WITH THE BONITA PLAN

Please see the attached Transmittal Package Supplement (Attachment A). The data and analysis to update the planning horizons is complete. Changes necessary for consistency with state statute and internal comprehensive plan consistency have been identified and proposed for changes (Exhibit A).

NOTICE OF PROPOSED ACTION:

This application and its appearance before the LPA and City Council was noticed for the public. The Planning and Zoning Board, serving as the Local Planning Agency (LPA), heard the request on March 17, 2026 and motioned to find the proposed amendments consistent with the Bonita Springs Comprehensive Plan and recommended approval to City Council; the motion carried 6-0

CONCLUSIONS:

The Bonita Springs Comprehensive plan should be amended to be consistent with state requirements.

STAFF RECOMMENDATION

Commence the transmittal process for comprehensive plan amendments and if approved, transmit to the state's land planning agency through the Expedited State Review Process in accordance with Florida State Statute.

SUBJECT PROPERTY

ATTACHMENTS:

- A. Transmittal Package Supplement (previously provided at transmittal)
- B. Local Planning Agency Minutes (previously provided at transmittal)
- C. Review Agency Technical Assistance Comments
- D. DRAFT ORDINANCE

EXHIBITS:

- A. Proposed Comprehensive Plan Amendments (revised)

Submitted by:

Jacqueline Genson, AICP

Planning and Zoning Manager

Date: June 8, 2026

**PART III - LOCAL PLANNING AGENCY
REVIEW AND RECOMMENDATION**

DATE OF PUBLIC HEARING: March 17, 2026

1. **RECOMMENDATION:** For Local Planning Agency to find the request consistent with the City of Bonita Springs Comprehensive Plan.
2. **BASIS AND RECOMMENDED FINDINGS OF FACT:** The Planning and Zoning Board, serving as the Local Planning Agency (LPA), motioned to find the proposed amendments consistent with the Bonita Springs Comprehensive Plan and recommended approval to City Council; the motion carried 6-0.

C. VOTE:

Chairman Ben Hershenson	_____ Aye _____
Steve Lohan	_____ Aye _____
Lynda Waterhouse	_____ Absent _____
Robert Lombardo	_____ Aye _____
Daniel Dhooghe	_____ Aye _____
Raymond Townsend	_____ Aye _____
Jack Brown	_____ Aye _____

**PART IV – CITY COUNCIL
HEARING FOR TRANSMITTAL OF PROPOSED AMENDMENT**

DATE OF PUBLIC HEARING: April 1, 2026

**A. CITY COUNCIL REVIEW, RECOMMENDATION AND FINDINGS OF
FACT SUMMARY**

COUNCIL ACTION: For City Council to find the request consistent with the City of Bonita Springs Comprehensive Plan and transmit the amendments to the State Land Planning Agency.

BASIS AND RECOMMENDED FINDINGS OF FACT: The City Council accepted the staff report as presented and motioned to transmit the amendments to the State Land Planning Agency.

C. VOTE:

Mayor Mike Gibson	_____ Aye _____
Jamie Bogacz	_____ Aye _____
Jesse Purdon	_____ Aye _____
Laura Carr	_____ Aye _____
Chris Corrie	_____ Aye _____
Nigel Fullick	_____ Aye _____
Jim Fitzpatrick	_____ Aye _____

**PART V – CITY COUNCIL
HEARING FOR ADOPTION OF PROPOSED AMENDMENT**

DATE OF PUBLIC HEARING: To be updated after the second public hearing.

REQUEST: Adopt, with changes, transmittal of CPA26-130023-BOS to the State Land Planning Agency in accordance with §163.3184(3), Florida Statutes.

AGENCY COMMENTS: Florida Statutes 163.3184(4) sets forth the manner in which reviewing agencies, local government, or governmental agencies may comment on comprehensive plan amendments.

The State Land Planning Agency is responsible for plan review, coordination of reviewing agencies, and preparing comments. The state land planning agency and/or specific review agencies may provide objections, recommendations, or comments (ORC). Only objections raised in the ORC may be used as a basis for determining whether the plan amendments will be deemed by the state to be in compliance.

The city received one technical assistance comment from the State Land Planning Agency recommending that the city specify the timeframes of the planning periods (e.g. 2040 and 2050), which resulted in minor additional changes to the Housing, Intergovernmental Coordination, and Public Participation Elements. These changes are shown in double underline and yellow highlight.

Housing Element

Policy 1.1.3: The City shall utilize ~~minimum 10-year planning horizon two planning periods, one covering at least the first 10-year period~~ until 2040 ~~and one covering at least a 20-year period~~ until 2050 to forecast for housing needs.

Intergovernmental Coordination Element

Policy 1.6.2: The City shall provide the School District with its Comprehensive Plan, along with ~~the five-year Land Use its 10-year~~ (2040) ~~and 20-year~~ (2050) ~~and land use and~~ population projections, to facilitate development of school enrollment projections and shall annually update this information. The City shall coordinate its Comprehensive Plan and the Future Land Use Map with the School District's long-range facilities plans to ensure consistency and compatibility between the District and the City plans.

Public Participation Element

The City will comply with §163.3191, F.S., requiring that at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect ~~a two planning periods, one covering at least the first 10-year period~~ until 2040 ~~and one covering at least a 20-year period~~ until 2050 ~~minimum planning period of at least 10 years~~ as provided in §163.3177(5)(a) or to reflect changes in state requirements since the last update of the comprehensive plan, and notify

the State Land Planning Agency as to its determination. This notification will be known as the evaluation and appraisal notification letter or EAR Notification Letter. The EAR Notification Letter will include a separate affidavit, signed by the mayor, attesting that all elements of the comprehensive plan comply with §163.3177(5). The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period ~~of 10 years~~, as provided in §163.3177(5), and must cite the source and date of the population projections used in establishing the ~~10-year~~ planning periods.

STAFF RECOMMENDATION: Staff has made changes to the Housing, Intergovernmental Coordination, and Public Participation Elements to address review agency comments. Staff recommends adoption, with changes, of the ordinance.

B. CITY COUNCIL RECOMMENDATION AND FINDINGS OF FACT SUMMARY

1. COUNCIL ACTION:

2. BASIS AND RECOMMENDED FINDINGS OF FACT:

C. VOTE:

Mayor Mike Gibson

Jamie Bogacz

Jesse Purdon

Laura Carr

Chris Corrie

Nigel Fullick

Jim Fitzpatrick

April 30, 2026

The Honorable Mike Gibson
 Mayor, City of Bonita Springs
 9101 Bonita Beach Road Southeast
 Bonita Springs, Florida 34135

Dear Mayor Gibson,

FloridaCommerce has reviewed the City of Bonita Springs proposed comprehensive plan amendment (Amendment No. 26-01ESR), received on April 2, 2026, pursuant to the expedited state review process in Section 163.3184(2) and (3), Florida Statutes (F.S.). FloridaCommerce has identified no comment related to adverse impacts to important state resources and facilities within FloridaCommerce's authorized scope of review.

FloridaCommerce is, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the local government's comprehensive plan to foster a vibrant, healthy community or are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comments are:

Technical Assistance Comment (Planning Periods): *The City should revise the proposed Amendment 26-01ESR to expressly state the updated short-term planning period year of 2040 in the adopted portion of the Comprehensive Plan in accordance with the requirements of section 163.3177(5)(a), F.S.*

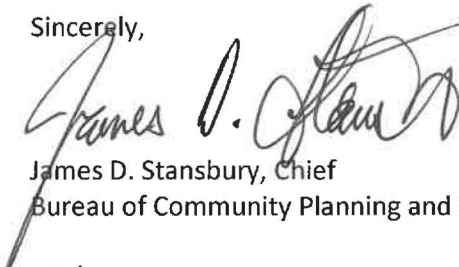
The local government should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for adoption and transmittal of the comprehensive plan amendment are enclosed. In addition, the local government is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S. **If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days after the second public hearing is held or the amendment is deemed withdrawn.**

- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S. Under section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.**

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850)-717-8490 or by email at Matt.Preston@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth
JDS/mp

Enclosure(s): Procedures for Adoption

cc: Jacqueline Toemmes Genson, Planning and Zoning Manager, City of Bonita Springs
Rebekah Harp, Interim Executive Director, Southwest Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance, and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

CITY OF BONITA SPRINGS, FLORIDA

ORDINANCE NO. 2026 –

AN ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA, AMENDING THE CITY OF BONITA SPRINGS COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 02-16, AS AMENDED; SO AS TO AMEND THE FUTURE LAND ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PUBLIC PARTICIPATION, MONITORING, UPDATING AND EVALUATION PROCEDURES, TO REVISE AND UPDATE THE EXISTING GOALS, OBJECTIVES, AND POLICIES, AND DATA AND ANALYSIS IN ACCORDANCE WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bonita Springs, Florida recognizes the need to plan for orderly growth and development; and

WHEREAS, Chapter 163, Florida Statutes provides for amendment to adopted Comprehensive Plan; and

WHEREAS, City Council for the City of Bonita Springs adopted the City of Bonita Springs Comprehensive Plan, as amended, in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, Chapter 163.3177(S)(a), F.S., requires local governments to increase the two required planning periods in their comprehensive plans from 5-year and 10-year planning periods to 10-year and 20-year planning periods; and

WHEREAS, the data and analysis included review of permanent and seasonal population estimates and projections and coordination of and consistency between all of the elements of the Comprehensive Plan; and

WHEREAS, the proposed amendment to the Future Land Use Element, Transportation Element, Housing Element, Intergovernmental Coordination Element, and Public Participation, Monitoring, Updating, and Evaluation Procedures provide consistency with Chapter 163.3177(S)(a), F.S, protect public health safety and welfare and will help accomplish the goals, objectives and policies of the City Comprehensive Plan; and

WHEREAS, the City has received and reviewed the proposed Amendments CPA26-130023-BOS to the City's Comprehensive Plan, and said proposed amendment was

reviewed by the City's Local Planning Agency at a duly advertised meeting on March 17, 2026, who unanimously recommended approval, and

WHEREAS, the City Council finds that that the proposed amendment complies with the requirements of Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City Council of Bonita Springs adopted, pursuant to Chapter 163, Part II, Florida Statutes, after holding statutorily prescribed public hearings for the adoption of the amendment being proposed and at the April 1, 2026, hearing approved a motion to transmit said proposed amendments as more particularly set forth herein.

THE CITY OF BONITA SPRINGS HEREBY ORDAINS:

Section 1. Recitals. The forgoing recitals are hereby ratified and confirmed as being true and correct and hereby made a part of this Ordinance and adopted as legislative findings.

Section 2. Adoption. The City of Bonita Springs Comprehensive Plan is hereby amended, which amendment consists of revising the Future Land Use Element, Transportation Element, Housing Element, Intergovernmental Coordination Element, and Public Participation, Monitoring, Updating, and Evaluation Procedures, which is further described as Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. Severability. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective in accordance with Section 163.3184, Florida Statutes.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of June, 2026.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

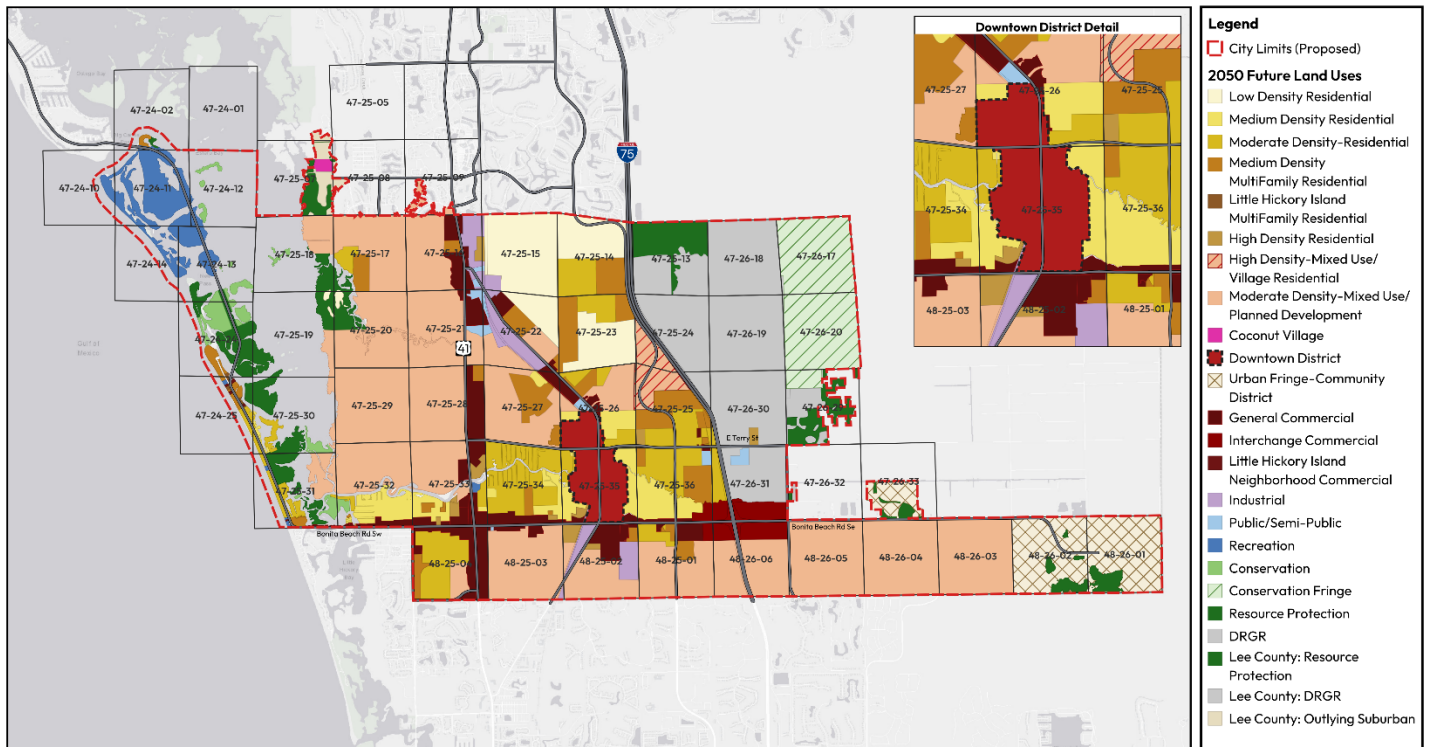
Carr
Fitzpatrick
Gibson
Purdon

Fullick
Bogacz
Corrie

Date filed with City Clerk: _____

City of Bonita Springs
Comprehensive Plan Amendments
City Council Adoption
June 17, 2026

Future Land Use Element



**City of Bonita Springs
Future Land Use Map**

Source data: City of Bonita Springs, Lee County, Center for Public Service
CRS: NAD1983 Florida West (Feet) EPSG: 2882
Imagery: ESRI Light Gray Basemap
Prepared: P. Manson (March, 2026)

Portland State
Center for Public Service

Transportation Element

Policy 1.1.2: The Lee County MPO's 2050 Cost Feasible Long Range Transportation Plan series is hereby incorporated as part of the Transportation Map series for this Element of the Comprehensive Plan. Changes to the City's Future Transportation Map series may be necessary from time to time, and the City will work with the MPO to ensure any necessary changes are incorporated into the MPO Plan so that the two plans remain consistent.

Policy 1.5.9: State facilities inside the City limits include I-75 and US 41, as provided in the most recent Lee County MPO Long Range Transportation Plan (LRTP). The Lee County MPO 2050 LRTP proposes the addition of managed lanes on I-75 within the City limits. The I-75 Managed Lanes project within the City limits is included in the FDOT Moving Florida Forward Infrastructure Initiative..

The projected LOS for State facilities with the City limits is as follows:

YEAR 2045 DAILY LOS ON STATE ROADWAYS

Roadway	From	To	2045				
			No. of Lanes	City LOS Standard	Daily Capacity	Daily Volume ¹	Daily LOS
US 41	Collier County Line	Terry St/Bonita Bay Blvd	6	E	56,805	62,617	F
	Terry St/Bonita Bay Blvd	CR 887/Old US 41 Rd/Pelican Landing	6	E	56,805	55,971	D
	CR 887/Old US 41 Rd/Pelican Landing	City Limits	6	E	56,805	71,179	F
I-75	Collier County Line	CR 865/Bonita Beach Rd	10	D	206,644	168,209	D
	CR 865/Bonita Beach Rd	City Limits	10	D	206,644	169,788	D

Source: 2023 FDOT District 1 LOS Tables

1. 2045 Model volumes are based on 2045 Cost Feasible Model, District One Regional Planning Model
2. The daily capacities are based on FDOT LOS D standard from 2023 FDOT Multimodal Q/LOS Handbook

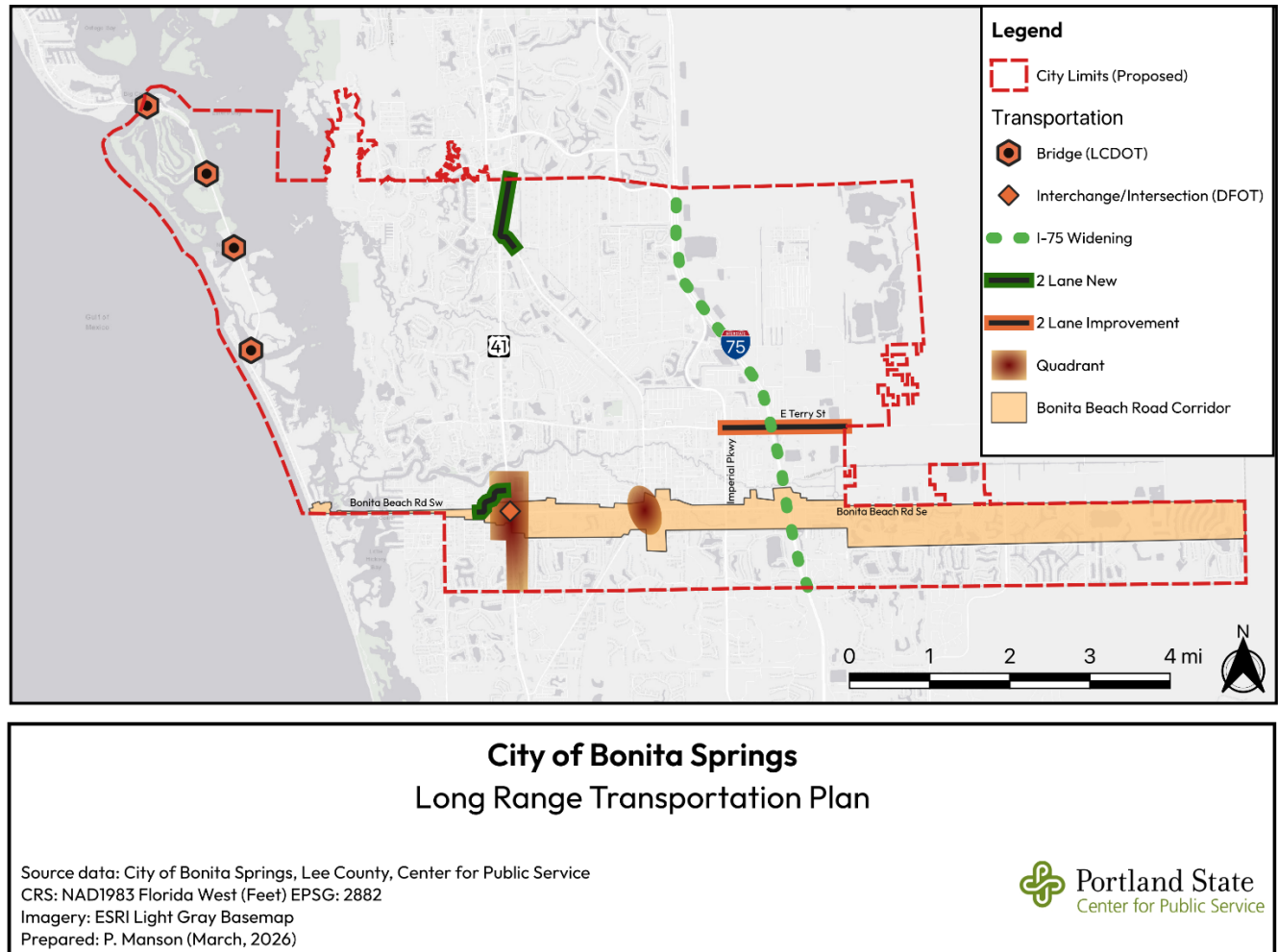


Figure 3: City of Bonita Springs 2050 Long Range Transportation Map

Housing Element

Policy 1.1.3: The City shall utilize two planning periods, one covering at least the first 10-year period until 2040 and one covering at least a 20-year period until 2050 to forecast for housing needs.

Intergovernmental Coordination Element

Policy 1.6.2: The City shall provide the School District with its Comprehensive Plan, along with its 10-year (2040) and 20-year (2050) land use and population projections, to facilitate development of

school enrollment projections and shall annually update this information. The City shall coordinate its Comprehensive Plan and the Future Land Use Map with the School District's long-range facilities plans to ensure consistency and compatibility between the District and the City plans.

Public Participation Element

The City will comply with §163.3191, F.S., requiring that at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect two planning periods, one covering at least the first 10-year period until 2040 and one covering at least a 20-year period until 2050 as provided in §163.3177(5)(a) or to reflect changes in state requirements since the last update of the comprehensive plan, and notify the state land planning agency as to its determination. This notification will be known as the evaluation and appraisal notification letter or EAR Notification Letter. The EAR Notification Letter will include a separate affidavit, signed by the mayor, attesting that all elements of the comprehensive plan comply with §163.3177(5). The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period, as provided in §163.3177(5), and must cite the source and date of the population projections used in establishing the planning periods.

ITEM TITLE: Approve the First Amendment to the four-party BERT Memorandum of Agreement (MOA) extending the agreement's termination date from June 30, 2026 to August 18, 2026.

REQUESTOR: Council Member Chris Corrie

AGENDA SECTION: Mayor and Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

Continued from the May 20, 2026 City Council Meeting

On April 2, 2025, the City Council entered into a Memorandum of Agreement (MOA) with Trust for Public Land (TPL), Collier County, and the Village of Estero, to establish a collaborative framework for pursuing the acquisition of an approximately 11.4-mile railroad corridor and associated lands owned by Seminole Gulf Railway. The MOA is currently set to expire on June 30, 2026.

BERT Task Force members recommend extending the MOA term from June 30, 2026 to August 18, 2026. This extension would align the agreement's duration with the date of the primary election, when City voters will decide whether to authorize the issuance of general obligation bonds for the acquisition and construction of the Bonita-Estero Rail Trail within Bonita Springs.

The proposed First Amendment to the MOA requires formal action by the four entities that are party to the agreement. At the time the agenda was finalized, only the Trust for Public Land had approved the First Amendment. The Village of Estero Council and the Collier County Board of County Commissioners are expected to take action on the item at their respective meetings prior to June 30.

RECOMMENDATION: Approve the First Amendment to the BERT Memorandum of Agreement (MOA), extending the agreement's termination date from June 30, 2026, to August 18, 2026.

ATTACHMENTS:

1. Proposed First Amendment to Memorandum of Agreement
2. BERT Memorandum of Agreement, April 2025

REVIEWERS:

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

FIRST AMENDMENT
MEMORANDUM OF AGREEMENT
BONITA ESTERO RAIL TRAIL (BERT)
Located within Lee and Collier Counties, Florida

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT ("First Amendment") is made and entered into effective as of _____, 2026, by and among THE TRUST FOR PUBLIC LAND, a California nonprofit corporation ("TPL"), COLLIER COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Collier County"), the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida ("Bonita Springs"), and the VILLAGE OF ESTERO, a municipal corporation of the State of Florida ("Estero").

RECITALS:

WHEREAS, Trust for Public Land ("TPL"), Collier County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Collier County"), City of Bonita Springs, a municipal corporation of the State of Florida ("Bonita Springs") and Village of Estero, a municipal corporation of the State of Florida ("Estero") entered into a Memorandum of Agreement (the "Agreement") in April, 2025 to collaborate toward the acquisition of an approximately 11.4-mile railroad corridor and associated lands owned by Seminole Gulf Railway, L.P. ("SGLR") located in Lee and Collier Counties as depicted in Exhibit "A" therein (collectively referred to herein as the "Tract"); and

WHEREAS, Estero, Bonita Springs and Collier County have each entered into purchase and sale agreements for the acquisition of the respective portions of the Tract; and

WHEREAS, the parties wish to extend the date when the Agreement terminates to accommodate continuing due diligence, including the expenditure of funding for the completion due diligence products; and

WHEREAS, the parties wish to extend the Agreement Term until the Bonita Springs 2026 primary election date where City of Bonita Springs voters will decide whether to authorize the issuance of general obligations bonds for the acquisition and construction of the Bonita-Estero Rail Trail project within Bonita Springs; and

WHEREAS, in the event a majority of Bonita Springs voters approve the proposed ballot measure to authorize the issuance of general obligation bonds for the acquisition, development and construction of the BERT, the parties express the intent to extend further the termination date and expand the scope of this Agreement to include coordination on development and construction, and other collaborative activities.

NOW, THEREFORE, in consideration of the mutual benefits to Collier County, Bonita Springs, Estero, and TPL it is agreed that:

1. **Paragraph 8. Termination.** Is hereby amended as follows: “Notwithstanding any provision to the contrary, this Agreement shall terminate on the later of: (i) August 18, 2026, or (ii) the date on which the official results of the City of Bonita Springs referendum regarding authorization of general obligation bonds for the Bonita-Estero Rail Trail project are certified of otherwise made final in accordance with applicable law, unless extended by mutual written agreement of the parties following the necessary funding approval or authorizations by the participating governmental entities. Any approved Pre-Acquisition Costs incurred by TPL prior to such termination date will be reimbursed pursuant to the terms herein. Any Pre-Acquisition Costs incurred after such termination date will not be reimbursed.
2. **This Amendment may be executed in counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

THE TRUST FOR PUBLIC LAND, a
California nonprofit corporation
By:

COLLIER COUNTY, FLORIDA

ATTEST:
CRYSTAL K. KINZEL, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____, Deputy Clerk

By: _____
DAN KOWAL, Chairman

Approved as form and legality:

Sally S. Ashkar
Assistant County Attorney

CITY OF BONITA SPRINGS

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By:

Print:

Title:

VILLAGE OF ESTERO

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By:

Print: _

Title:

MEMORANDUM OF AGREEMENT
BONITA ESTERO RAIL TRAIL
Located within Lee and Collier Counties, Florida

This Memorandum of Agreement ("Agreement") is made and entered into by and between The Trust for Public Land, a California nonprofit corporation ("TPL"), Collier County, a political subdivision of Florida, by and through its Board of County Commissioners, ("Collier County"), the City of Bonita Springs, a municipal corporation of the State of Florida ("Bonita Springs") and the Village of Estero, a municipal corporation of the State of Florida ("Estero").

WHEREAS, TPL, Collier County, Bonita Springs and Estero desire to acquire an approximately 11.4-mile railroad corridor and associated lands owned by Seminole Gulf Railway, L.P. ("SGLR") located in Lee and Collier Counties as depicted in Exhibit "A" attached hereto (collectively referred to herein as the "Tract"); and

WHEREAS the purpose of said acquisition is to develop a rails to trails projects wherein the railroad right-of-way (ROW) corridor is converted from rails to a pedestrian and bike trail and;

WHEREAS Collier County, Bonita Springs and Estero (and the Lee County Metropolitan Planning Organization) have previously cooperated to develop and submit federal grant applications to purchase this railroad corridor and develop this rails to trail project and;

WHEREAS, the parties agree that it is in the best interest of Collier County, Estero and Bonita Springs and TPL to cooperate on certain aspects of this project; and

WHEREAS, the TPL has agreed to take the lead in ordering preliminary due diligence products, including but not limited to appraisals, appraisal reviews, boundary surveys or sketches, title search products, environmental assessments and the like in order to facilitate the acquisition of the Tract by Collier County, Bonita Springs and Estero;

NOW, THEREFORE, in consideration of the mutual benefits to Collier County, Bonita Springs, Estero, and TPL it is agreed that:

1. **Parcels Covered by this Agreement:** The Tract of land identified in Exhibit "A", attached, are the only parcels of land subject to this Agreement.
2. **Pre-Acquisition Requirements and Costs:** TPL, when it deems appropriate, will acquire and initially pay for all pre-acquisition due diligence products, including but not limited to appraisals, appraisal reviews, boundary surveys or sketches, title search products, environmental assessments and the like and any other studies, inspections to accurately value and ascertain the actual condition of the Tract ("Pre-Acquisition Costs"). TPL shall follow all the rules and requirements of Collier County, Bonita Springs, and Estero, included herein, so that the due diligence products may be relied upon by all parties. TPL will procure the cost estimate and engagement letter for each of the Pre-Acquisition Costs and allow Collier County,

Bonita Springs and Estero to review for approval prior to engagement. Upon written approval from each party to proceed, TPL will order the due diligence product and then invoice each party for reimbursement. The Pre-Acquisition Costs will be provided to the parties for review and approval and, if approved, split equally between the three (3) parties (Collier County, Bonita Springs, and Estero). TPL shall provide a copy of all due diligence products to all parties within 3 business days after completion.

- a. Appraisal(s). Collier County, Bonita Springs, Estero and TPL previously jointly funded the completion of an independent appraisal with an effective date of September 9, 2020. TPL, at its sole cost, has procured an updated appraisal with an effective date of March 13, 2024 completed by the same independent appraiser (the "Appraiser"). TPL will provide a copy of this appraisal report available upon request. Collier County, Bonita Springs, Estero and TPL all likely will require an additional update of the appraisal prior to acquisition and possibly a second independent appraisal report or appraisal review report(s). Parties agree to collaborate with the completion of any appraisal report update, additional appraisal(s) and review appraisal(s).
 - b. Title Review. TPL has already obtained a title commitment for the Tract, which will be made available to the parties to review. Collier County, Bonita Springs, and Estero may review the title commitment and will provide TPL notice of any title objections.
 - c. Environmental Site Assessment. TPL will contract with an environmental consultant to conduct a Phase I Environmental Site Assessment ("ESA") of the Tract, naming all parties to this Agreement as intended users that may rely on the report. Should a Phase 2 ESA be recommended, the parties acknowledge that any testing protocol will be agreed to in advance by all parties.
 - d. Boundary Survey. TPL will contract with a professional land surveyor to conduct an ALTA survey of the Tract. The survey will be certified to all parties that may take title to the Tract or a portion thereof.
3. **Acquisition, Construction, and Management Responsibilities.** Estero, Bonita and Collier County will work to reach agreement regarding collective or cooperative responsibility to raise the acquisition, construction and management funding necessary to complete the trail.
 4. **Confidentiality:** The parties will maintain the confidentiality of all appraisals. Regardless of anything contained herein, parties governed by Chapter 119, Florida Statutes, shall maintain confidentiality subject to the terms and limitations set forth in section 125.355, F.S. and other applicable law. All parties shall disclose confidential information to their employees on a "need to know" basis only.
 5. **Steering/Coordinating Committee.** Estero, Bonita, and Collier agree to form and participate in a steering committee comprised of one elected official from each local government and a lead staff member. TPL and Friends of BERT will designate a liaison to this committee as well.

This committee will meet regularly to discuss and coordinate activities associated with the purchase of the rail corridor.

6. **Terms and Conditions of Transfer:** TPL holds site control of the Tract pursuant to a binding purchase agreement with SGLR. TPL shall offer Collier County, Bonita Springs and Estero the opportunity to enter into a purchase agreement with TPL for the purchase of the Tract from TPL subsequent to TPL's acquisition of the Tract.
7. **Notices and Pre-Acquisition Invoices:**
 - a. **Collier County** – County Manager, 3299 Tamiami Trail East, Suite 202, Naples, FL 34112-5746. Telephone: (239) 252-8383
 - b. **Bonita Springs** – City Manager, 9101 Bonita Beach Road, Bonita Springs, FL 34135. Telephone (239) 949-6262
 - c. **Estero** – Village Manager 9401 Corkscrew Palms Circle, Estero, FL 33928. Telephone; 239.221.5035. Email: info@estero-fl.gov*
 - d. **TPL** – Southeast Region Conservation Director. 1834 Hermitage Blvd, St. 100, Tallahassee, FL 32308. Telephone: (850) 212-6859. Email: doug.hattaway@tpl.org and legal-notices@tpl.org
8. **Termination:** Notwithstanding any provision to the contrary, this Agreement shall terminate no later than June 30, 2026. Any approved Pre-Acquisition Costs incurred by TPL prior to this date will be reimbursed pursuant to the terms herein. Any costs incurred after June 30, 2026 will not be reimbursed.
9. **Assignment of Interest.** No party will assign or transfer any interest in this Agreement without prior written consent of the other parties.
10. **Successors and Assigns.** The Parties each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
11. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
12. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
13. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

14. Governing Law and Venue. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Lee County.

15. Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

16. Amendments. The parties may amend this Agreement only by mutual written agreement of the parties.

17. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

18. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

19. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

20. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

THE TRUST FOR PUBLIC LAND, a California nonprofit corporation

By: 

Its: Southeast Region Conservation Director

COLLIER COUNTY, FLORIDA

By: Burt L. Saunders

Burt L. Saunders, Chair

Board of County Commissioners

ATTEST:
CRYSTAL K. KINZEL, CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: Neena Varghese
Attest as to Chair's signature, Deputy Clerk

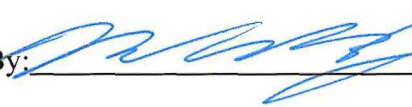
APPROVED AS TO FORM

Jeffrey A. Klatzkow
Jeffrey A. Klatzkow
Collier County Attorney

(SEAL)

CITY OF BONITA SPRINGS

ATTEST (By Corporate Officer)

By: 

Print: MICHAEL S GIBSON JR

Title: MAYOR

By: Michael J. Sheffield

Print: Michael J. Sheffield

Title: city clerk
4-4-25



VILLAGE OF ESTERO

ATTEST (By Corporate Officer)

By: _____

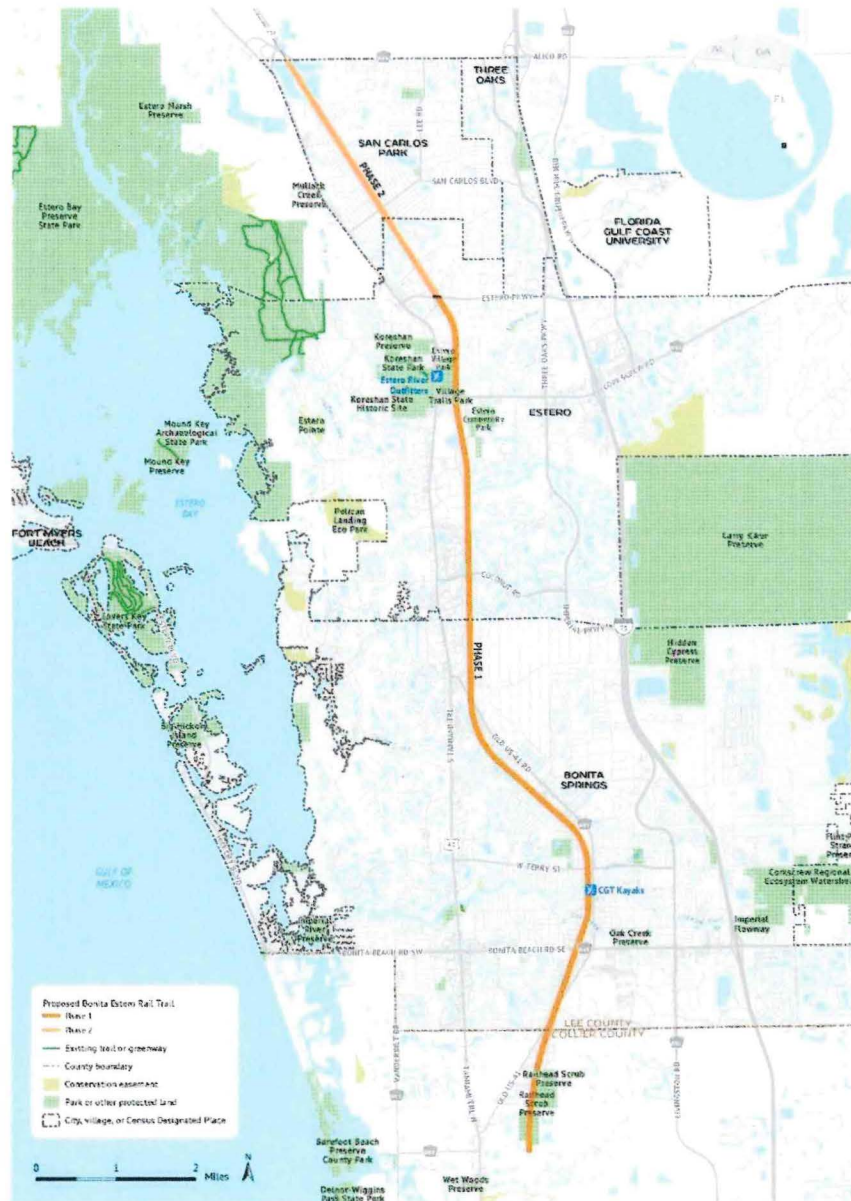
Print: Steve Sarkozy

Title: Village Manager

EXHIBIT "A"

The Property (Phase 1)

The approximately 11.4-mile corridor from the Northern edge of Estero Parkway south to the corridor's terminus at the northern ROW extension of the Wiggins Pass Road. The segment is depicted on the following graphic and labeled as Phase 1.



Bonita Estero Rail Trail

COLLIER AND LEE COUNTIES

October 24, 2024. Copyright © 2024 by Trust for Public Land. Trust for Public Land and the logo are trademarks registered by Trust for Public Land. Information on this map is provided for general informational purposes only. For more information, visit www.tpl.org.



ITEM TITLE: Authorize staff to submit a Special Assemblage Application for the Wonder Gardens Property.

REQUESTOR: Council Member Corrie

AGENDA SECTION: Council Member Items

STRATEGIC PRIORITY:

BACKGROUND:

The Wonder Gardens property is governed by a public-private partnership operating agreement and the "Renew the Wonder" Master Plan. The Wonder Gardens Board have introduced several new concepts that were not contemplated in the original master plan that was presented to City Council.

Specifically, the Applicant proposes utilizing modular structures instead of traditional permanent buildings for the following components:

- An Event Center
- An Animal Hospital
- A localized Storage Unit facility

Because these structural, architectural and placement changes deviate from the initial master plan, this process will ensure a cohesive review for the property. The board will be asked to provide periodic updates to the council when modifying the master plan.

To optimize efficiency, staff requests authorization to submit the Special Assemblage Application. This framework allows the City to review the entire property as a single, unified assemblage, ensuring the proposed modular concepts integrate cohesively with existing master plan elements. This is the same approach we used for the Barron Collier project.

RECOMMENDATION: Discussion and direction to staff as appropriate.

ATTACHMENTS:

REVIEWERS:

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

**CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY**

**Green Sheet 26-06-111
June 17, 2026**

ITEM TITLE: Approve a Resolution calling for and ordering a General Election of Municipal Officers for City Council Districts 1, 3, and 5 to be held Tuesday, November 3, 2026 and acknowledging six (6) qualified candidates for said election.

REQUESTOR: Mike Sheffield, City Clerk

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 6) Government Transparency

BACKGROUND: The City of Bonita Springs holds regular municipal elections on a staggered, two-year cycle. Slated for the 2026 ballot are Council Members for Districts 1, 3, and 5.

Under the City Charter, candidates qualify with the City Clerk. This process requires the submission of proof of qualifications, along with all documents and fees required by the City Charter and Florida Statute. In alignment with the qualifying schedule set by Florida Statute and administered by the Lee County Supervisor of Elections, the qualifying period for candidates in the 2026 City of Bonita Springs Municipal Election formally closed at noon, June 12.

Acting in my capacity as qualifying officer, I have determined that the individuals named below, in alphabetical order, are electors residing within the districts they seek to represent and have satisfied all candidate-qualifying requirements under state and local law. Their names have been submitted to the Lee County Supervisor of Elections for placement on the 2026 ballot:

Qualified Candidate, Council Member District 1	Qualified Candidates, Council Member District 3	Qualified Candidates, Council Member District 5
Jamie Bogacz	Ruth Condit	James Anderst
	Ray Sandelli	Nigel Patrick Fullick
	Tim Voit	

Pursuant to the City Charter, the candidate who receives the highest number of votes for the office sought shall be declared elected. Terms of office begin on the date the election results are certified by the Lee County Canvassing Board. Current officials continue to serve until a successor is certified as elected. In the event of a tie between candidates for the same office, following the mandatory recount, a runoff election shall be held with only the names of the candidates who received the equal number of votes appearing on the runoff ballot.

STAFF RECOMMENDATION: Approve a Resolution calling for and ordering a General Election of Municipal Officers for City Council Districts 1, 3, and 5 to be held Tuesday, November 3, 2026 and acknowledging six (6) qualified candidates for said election.

ATTACHMENTS: Proposed Resolution 26-019.

REVIEWERS:

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

**CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 26-019**

A RESOLUTION OF THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, CALLING FOR AND ORDERING A GENERAL ELECTION OF MUNICIPAL OFFICERS FOR CITY COUNCIL DISTRICTS 1, 3, AND 5 TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 AND ACKNOWLEDGING QUALIFIED CANDIDATES FOR SAID ELECTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bonita Springs was incorporated on December 31, 1999, with its initial Charter; and

WHEREAS, the regular election of municipal officers occurs in staggered rotation every two years, with Council Member seats 1, 3, and 5 slated for the 2026 ballot; and,

WHEREAS, City Ordinance 19-02, adopted by City Council on March 7, 2019, modified the date for holding regular municipal elections to the first Tuesday after the first Monday in November of even-numbered years, to coincide with state and federal general elections in the fall; and

WHEREAS, in accordance with the candidate-qualifying timeline established by Florida Statute 99.061 and implemented by the Lee County Supervisor of Elections, the advertised period for individuals seeking to qualify as candidates for the 2026 General Municipal Election opened at Noon, June 8, 2026, and closed at Noon, June 12, 2026; and

WHEREAS, the City Clerk, acting in his capacity as the qualifying officer pursuant to the City Charter, has determined that the individuals named below reside in the districts they seek to represent, have satisfied all candidate-qualifying requirements under state and local law, and are eligible to hold office, and as therefore submitted their names to the Lee County Supervisor of Elections for placement on the ballot of the 2026 Bonita Springs General Municipal Election.

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

Section 1: A General Municipal Election for the offices of City Council Member Districts 1, 3, and 5 is hereby called and ordered for Tuesday, November 3, 2026, to be conducted by the Lee County Supervisor of Elections.

Section 2: The following single candidate has qualified to run for the Office of District 1 Council Member in the 2026 General Municipal Election: Jamie Bogacz.

Section 3: The following three (3) alphabetically listed candidates have qualified to run for the Office of District 3 Council Member in the 2026 General Municipal Election: Ruth Condit, Ray Sandelli, and Tim Voit.

Section 4: The following two (2) alphabetically listed candidates have qualified to run for the Office of District 5 Council Member in the 2026 General Municipal Election: James Anderst and Nigel Patrick Fullick.

Section 5: this Resolution shall take effect immediately upon approval.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of June, 2026.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Bogacz	Corrie
Purdon	Fullick
Carr	Fitzpatrick
Gibson	

ITEM TITLE: Presentation of the April 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 April 30, 2026. This report is for seven months of operations in the 2025-2026 fiscal year.

STAFF RECOMMENDATION: Receive presentation and report

ATTACHMENTS:

1. Presentation
2. Financial Report

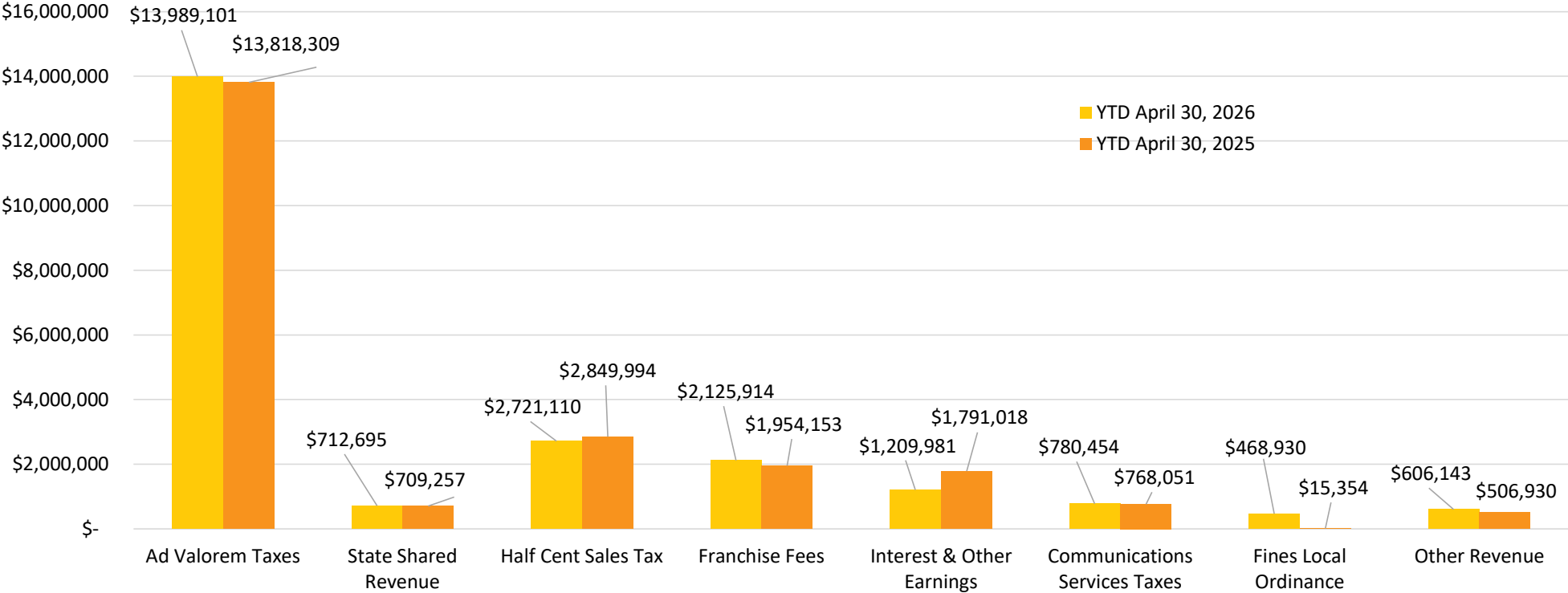
REVIEWERS:

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

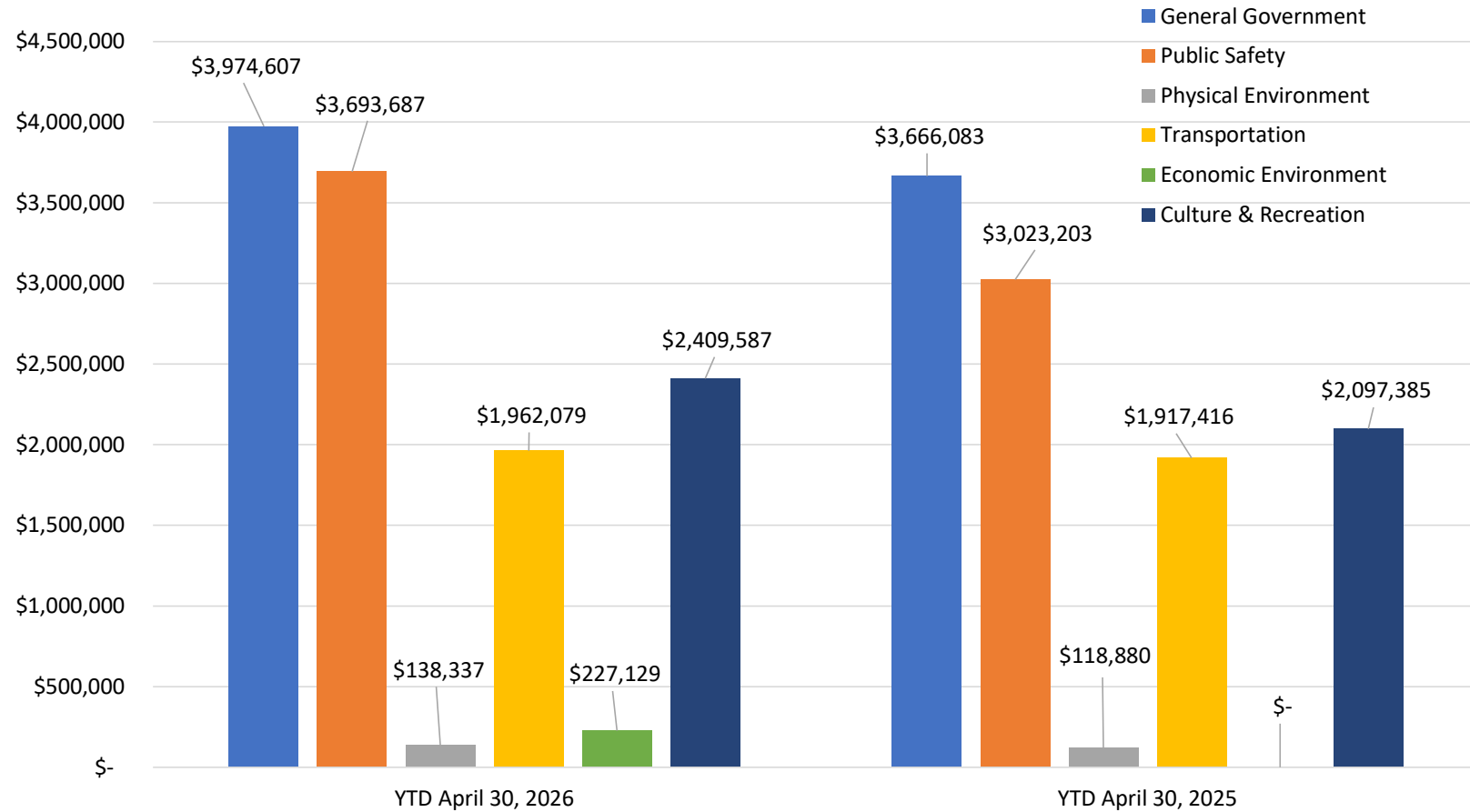
April Financial Report



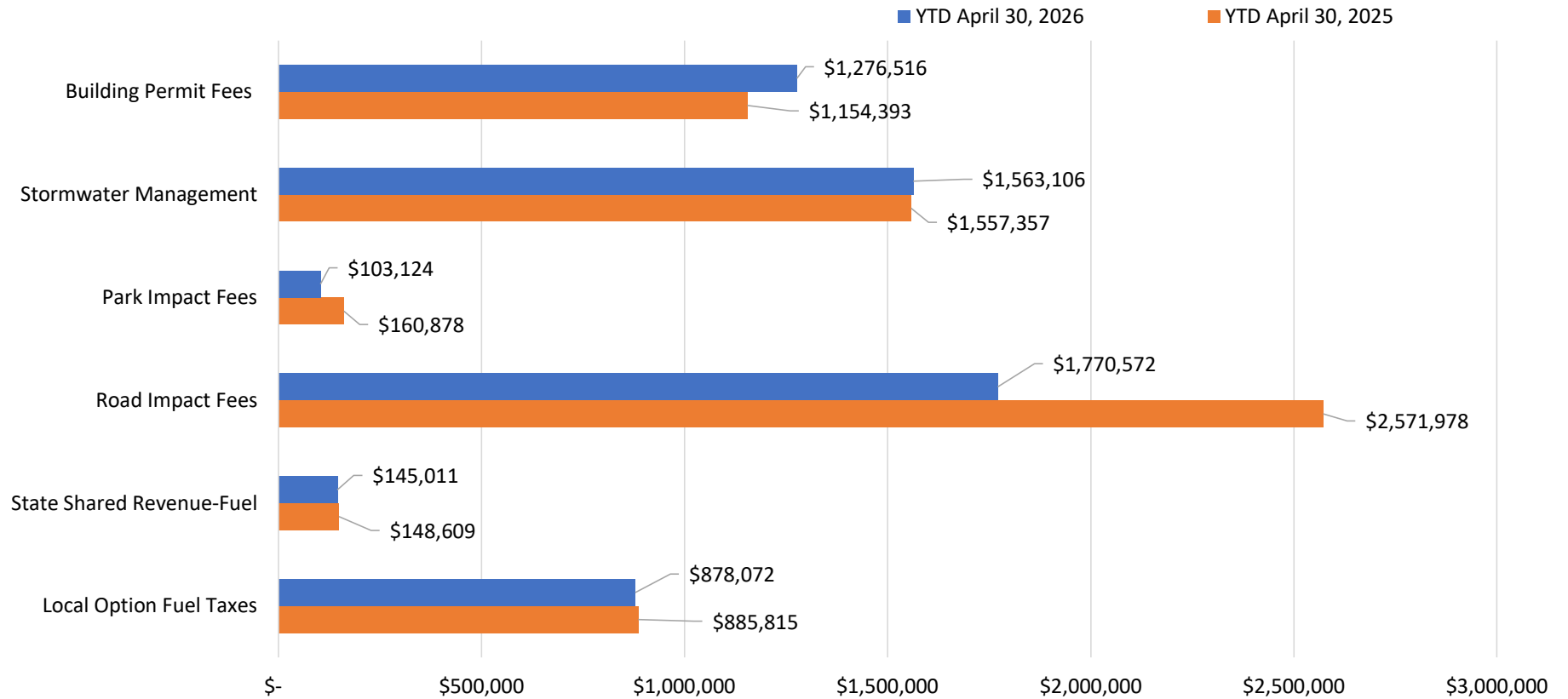
General Fund Revenue



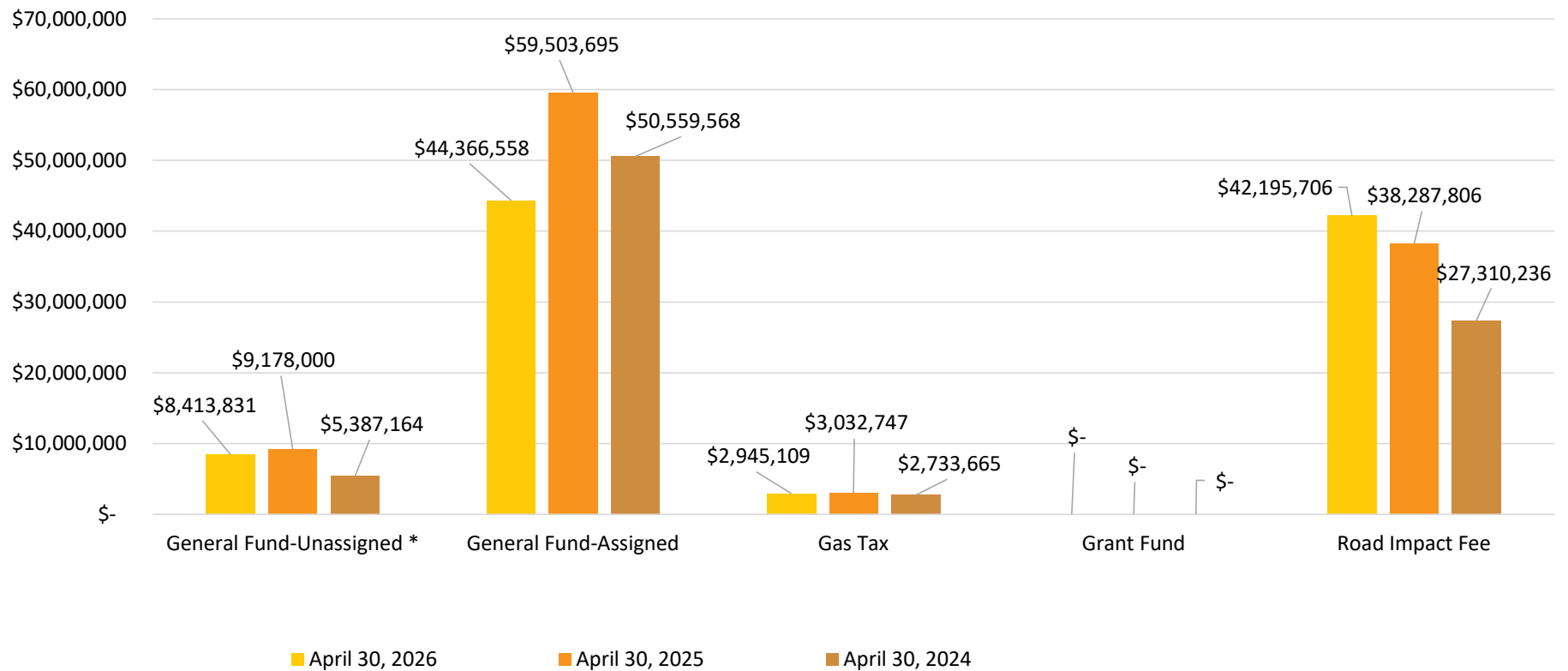
General Fund Expenditures



Restricted Revenue

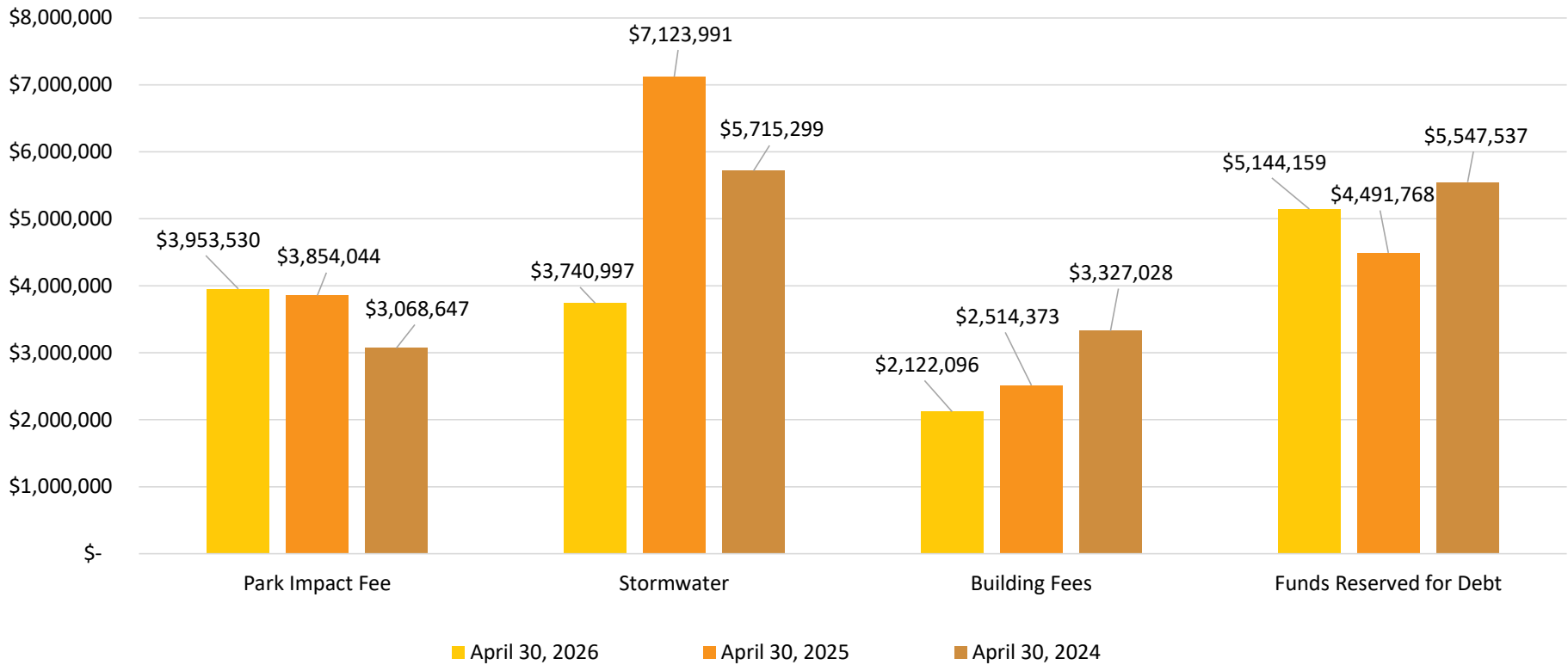


Cash Balances



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

Cash Balances



Thank you...

City of Bonita Springs, Florida
Balance Sheet
As of April 30, 2026

	Special Revenue Funds										
	General Fund	Gas Tax	Grants	Impact Fee Funds		Downtown	Stormwater Management	Building Fees	Debt Service Funds	Capital Project Fund	Total Governmental Funds
				Road	Park	Area Revenue Sharing					
ASSETS											
Cash and cash equivalents	\$ 52,780,389	\$ 2,945,109	\$ -	\$ 42,195,706	\$ 3,953,530	\$ 3,066,549	\$ 3,740,997	\$ 2,122,096	\$ 2,000,000	\$ 77,610	\$ 112,881,986
Receivables (net)	401,921									-	401,921
Due from other govt	-	-	14,077,481				-			-	14,077,481
Due from other funds	7,749,718	-	-	-	-	-	-	-	-	-	7,749,718
Total assets	\$ 60,932,028	\$ 2,945,109	\$ 14,077,481	\$ 42,195,706	\$ 3,953,530	\$ 3,066,549	\$ 3,740,997	\$ 2,122,096	\$ 2,000,000	\$ 77,610	\$ 135,111,106
LIABILITIES AND FUND BALANCES											
Liabilities:											
Accounts and contracts payable	\$ 206,440	\$ 243,458	\$ 29,896	\$ -	\$ 588	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,382
Accrued liabilities	647,376	-	-	-	-	-	-	-	-	-	647,376
Due to other funds	-	-	7,749,718	-	-	-	-	-	-	-	7,749,718
Due to other governments	40,973	-	-	53,721	-	-	-	-	-	-	94,694
Unearned Revenue	5,658	-	-	-	-	-	-	-	-	-	5,658
Total liabilities	900,447	243,458	7,779,614	53,721	588	-	-	-	-	-	8,977,828
Total fund balances, beginning of the year	57,405,839	2,687,496	-	40,156,243	3,897,620	3,245,915	2,902,711	2,652,844	2,000,000	48,453	114,997,121
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	2,625,742	14,155	6,297,867	1,985,742	55,322	(179,366)	838,286	(530,748)	-	29,157	11,136,157
Fund balances	60,031,581	2,701,651	6,297,867	42,141,985	3,952,942	3,066,549	3,740,997	2,122,096	2,000,000	77,610	126,133,278
Total liabilities and fund balances	\$ 60,932,028	\$ 2,945,109	\$ 14,077,481	\$ 42,195,706	\$ 3,953,530	\$ 3,066,549	\$ 3,740,997	\$ 2,122,096	\$ 2,000,000	\$ 77,610	\$ 135,111,106



General Fund Budget Report

For Fiscal Year: 2025-2026 Period Ending: 4/30/2026

	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
FUND: 00 - GENERAL FUND					
REVENUE					
311 - Ad Valorem Taxes	14,397,300	14,397,300	519,583	13,989,101	408,199
315 - Communications Services Taxes	1,465,000	1,465,000	132,649	780,454	684,546
316 - Local Business Taxes	30,000	30,000	865	8,744	21,256
323 - Franchise Fees	4,087,000	4,087,000	346,199	2,125,914	1,961,086
329 - Other Permits, Fees & Special	46,100	46,100	5,170	63,723	(17,623)
335 - State Shared Revenue	6,825,980	6,825,980	576,960	3,433,805	3,392,175
341 - General Government	250,000	250,000	57,685	260,471	(10,471)
343 - Physical Environment	100,000	100,000	7,850	49,900	50,100
347 - Culture/Recreation	95,300	95,300	14,713	76,330	18,970
349 - Other Charges for Services	50,000	50,000	7,423	40,700	9,300
351 - Judgements, Fines-Traffic	30,000	30,000	13,821	36,808	(6,808)
354 - Fines Local Ordinance	50,000	50,000	600	468,930	(418,930)
361 - Interest & Other Earnings	1,500,000	1,500,000	173,442	1,209,981	290,019
362 - Rents & Royalties	65,000	65,000	2,100	58,735	6,265
366 - Contributions	-	-	-	2,500	(2,500)
369 - Other Misc Revenues	8,000	8,000	1,798	8,232	(232)
REVENUE Total	28,999,680	28,999,680	1,860,858	22,614,327	6,385,353
TRANSFERS IN	-	-	-	-	-
REVENUE PLUS OTHER FINANCING SOURCES	28,999,680	28,999,680	1,860,858	22,614,327	6,385,353
EXPENSES					
51 - General Government	8,490,737	8,541,143	540,047	3,974,607	4,566,536
52 - Public Safety	5,456,685	5,456,685	1,054,363	3,693,687	1,762,998
53 - Physical Environment	369,532	369,532	82,794	138,337	231,195
54 - Transportation	4,473,392	4,550,971	297,392	1,962,079	2,588,892
55 - Economic Environment	291,000	291,000	42,192	227,129	63,871
56 - Human Services	185,680	185,680	-	6,230	179,450
57 - Culture & Recreation	4,491,460	4,726,832	384,279	2,409,587	2,317,245
EXPENSES Total	23,758,486	24,121,843	2,401,067	12,411,656	11,710,187
+SURPLUS -DEFICIT	5,241,194	4,877,837	(540,210)	10,202,670	(5,324,833)
TRANSFERS OUT	13,363,710	46,381,589	504,358	7,576,929	38,804,660
CHANGE IN FUND BALANCE	(8,122,516)	(41,503,752)	(1,044,568)	2,625,742	(44,129,494)



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 4/30/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
101 - City Council	509,000	509,000	27,026	249,238	259,762
102 - Boards & Committees	81,000	81,000	-	-	81,000
201 - City Manager	642,556	642,556	54,681	347,496	295,060
211 - Planning & Zoning	2,187,000	2,187,000	173,558	1,217,528	969,472
220 - Law Enforcement/Security	3,760,000	3,760,000	914,241	2,754,567	1,005,433
230 - Neighborhood Services	1,525,595	1,525,595	135,265	842,489	683,106
240 - Information Technologies	478,900	478,900	47,129	219,914	258,986
250 - Public Works	4,829,524	4,907,103	380,186	2,097,235	2,809,868
260 - Emergency Preparedness	171,090	171,090	4,857	96,631	74,459
270 - Non-Departmental Expenditures	936,280	936,280	10,643	169,421	766,860
301 - City Attorney	621,000	621,000	(18,753)	151,283	469,717
401 - Administrative Services	930,700	930,700	58,679	403,448	527,252
402 - City Hall	338,630	338,630	14,390	159,114	179,516
410 - Human Resources	84,000	84,000	6,016	42,680	41,320
430 - Communications	1,694,801	1,694,801	197,605	1,032,988	661,813
431 - Downtown Corridor	266,000	266,000	42,192	227,129	38,871
501 - Finance	1,056,150	1,106,556	93,075	586,584	519,972
601 - Parks & Recreation Adminstrat	995,437	1,015,437	75,441	457,855	557,582
602 - Recreation Center	582,630	602,126	40,833	325,402	276,724
603 - Community Park & Ball Fields	285,375	296,725	33,025	144,669	152,056
604 - Community Pool	707,632	757,872	58,948	404,955	352,917
605 - Riverside Park	295,280	338,269	12,751	150,022	188,247
606 - Park Maintenance	3,800	3,800	-	1,904	1,896
609 - Formerly Com Hall/Sherriff Su	17,395	17,395	509	4,434	12,961
610 - Dog Park	93,180	114,876	2,557	21,033	93,843
611 - Beach Parks	31,100	46,100	25	1,488	44,612
612 - Hickory Blvd. North ROW	15,000	15,000	-	-	15,000
613 - BS Soccer Complex	151,988	165,538	12,230	93,389	72,149
614 - Kentucky Street Park	7,500	7,500	-	-	7,500
615 - Liles Hotel	96,484	97,484	4,642	39,155	58,329
617 - Bonita Nature Place	42,475	42,475	2,258	21,629	20,846
618 - Windsor Road Preserve	8,040	8,040	28	165	7,875
620 - Marni Fields	132,841	132,841	13,319	63,479	69,362
621 - BS River Park	50,978	55,259	154	21,481	33,778



General Fund Department Expenditures Excluding Transfers

For Fiscal Year: 2025-2026 Period Ending: 4/30/2026

Department	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
622 - Cullum's Bonita Trail	25,700	25,700	148	1,131	24,569
623 - Carpenter Lane Canoe & Kayak	1,209	1,209	-	366	843
624 - Leitner Creek Neighborhood Pa	13,316	38,166	472	34,615	3,551
626 - Oak Creek Preserve	6,000	6,000	124	1,868	4,132
629 - Oak Creek Kayak Launch	5,000	5,000	-	-	5,000
631 - Former Library Building	77,400	88,320	2,815	24,871	63,449
883 - Veterans	500	500	-	-	500
Grand Total	23,758,486	24,121,843	2,401,067	12,411,656	11,710,187



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 4/30/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
10 - GAS TAX FUND					
REVENUE					
312 - Local Option Taxes	1,771,800	1,771,800	149,520	878,072	893,728
335 - State Shared Revenue	243,000	243,000	20,472	145,011	97,989
361 - Interest & Other Earnings	60,000	60,000	6,035	43,335	16,665
REVENUE Total	2,074,800	2,074,800	176,027	1,066,419	1,008,381
REVENUE PLUS OTHER FINANCING SOURCES	2,074,800	2,074,800	176,027	1,066,419	1,008,381
EXPENSES					
54 - Transportation	1,349,460	1,349,460	216,939	835,167	514,293
EXPENSES Total	1,349,460	1,349,460	216,939	835,167	514,293
+SURPLUS -DEFICIT	725,340	725,340	(40,912)	231,252	494,088
TRANSFERS OUT	550,000	2,137,456	122,142	217,096	1,920,360
CHANGE IN FUND BALANCE	175,340	(1,412,116)	(163,054)	14,155	(1,426,271)
13 - GRANT FUND					
REVENUE					
331 - Federal Grants	-	47,419,322	120,159	1,257,264	46,162,058
334 - State Grants	3,900,000	10,187,944	295,500	11,299,517	(1,111,573)
337 - Local Gvmt Grants	40,000	40,000	-	3,177	36,823
369 - Other Misc Revenues	-	-	-	84,988	(84,988)
REVENUE Total	3,940,000	57,647,266	415,659	12,644,946	45,002,320
TRANSFERS IN	40,000	40,000	-	-	40,000
REVENUE PLUS OTHER FINANCING SOURCES	3,980,000	57,687,266	415,659	12,644,946	45,042,320
EXPENSES					
52 - Public Safety	80,000	80,000	9,482	103,788	(23,788)
EXPENSES Total	80,000	80,000	9,482	103,788	(23,788)
+SURPLUS -DEFICIT	3,900,000	57,607,266	406,178	12,541,158	45,066,108
TRANSFERS OUT	3,900,000	57,607,266	1,046,615	6,243,291	51,363,975
CHANGE IN FUND BALANCE	-	-	(640,438)	6,297,867	(6,297,867)



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 4/30/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
14 - ROAD IMPACT FEE FUND					
REVENUE					
324 - Impact Fees	7,500,000	7,500,000	172,900	1,770,572	5,729,428
361 - Interest & Other Earnings	1,000,000	1,000,000	76,967	552,638	447,362
REVENUE Total	8,500,000	8,500,000	249,867	2,323,210	6,176,790
REVENUE PLUS OTHER FINANCING SOURCES	8,500,000	8,500,000	249,867	2,323,210	6,176,790
+SURPLUS -DEFICIT	8,500,000	8,500,000	249,867	2,323,210	6,176,790
TRANSFERS OUT	3,103,230	29,850,116	30,197	337,468	29,512,648
CHANGE IN FUND BALANCE	5,396,770	(21,350,116)	219,671	1,985,742	(23,335,858)
16 - PARK IMPACT FEE FUND					
REVENUE					
324 - Impact Fees	420,000	420,000	12,768	103,124	316,876
361 - Interest & Other Earnings	80,000	80,000	6,782	48,699	31,301
REVENUE Total	500,000	500,000	19,550	151,823	348,177
REVENUE PLUS OTHER FINANCING SOURCES	500,000	500,000	19,550	151,823	348,177
+SURPLUS -DEFICIT	500,000	500,000	19,550	151,823	348,177
TRANSFERS OUT	120,000	4,947,586	4,326	96,501	4,851,085
CHANGE IN FUND BALANCE	380,000	(4,447,586)	15,225	55,322	(4,502,908)
17 - DOWNTOWN AREA REVENUE SHARING					
REVENUE					
311 - Ad Valorem Taxes	850,500	850,500	-	850,500	-
REVENUE Total	850,500	850,500	-	850,500	-
REVENUE PLUS OTHER FINANCING SOURCES	850,500	850,500	-	850,500	-
+SURPLUS -DEFICIT	850,500	850,500	-	850,500	-
TRANSFERS OUT	1,075,380	1,075,380	-	1,029,866	45,514
CHANGE IN FUND BALANCE	(224,880)	(224,880)	-	(179,366)	(45,514)



Special Revenue Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 4/30/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
18 - STORMWATER MANAGEMENT					
REVENUE					
325 - Special Assessments - Charges	1,680,000	1,680,000	58,794	1,563,106	116,894
361 - Interest & Other Earnings	60,000	60,000	4,956	35,581	24,419
REVENUE Total	1,740,000	1,740,000	63,750	1,598,687	141,313
REVENUE PLUS OTHER FINANCING SOURCES	1,740,000	1,740,000	63,750	1,598,687	141,313
EXPENSES					
53 - Physical Environment	763,040	763,040	19,022	232,215	530,825
EXPENSES Total	763,040	763,040	19,022	232,215	530,825
+SURPLUS -DEFICIT	976,960	976,960	44,728	1,366,472	(389,512)
TRANSFERS OUT	1,032,720	1,032,720	25,238	528,186	504,534
CHANGE IN FUND BALANCE	(55,760)	(55,760)	19,489	838,286	(894,046)
19 - BUILDING FEES					
REVENUE					
322 - Building Permits	2,000,000	2,000,000	253,497	1,276,516	723,484
361 - Interest & Other Earnings	30,000	30,000	6,845	49,149	(19,149)
REVENUE Total	2,030,000	2,030,000	260,342	1,325,665	704,335
REVENUE PLUS OTHER FINANCING SOURCES	2,030,000	2,030,000	260,342	1,325,665	704,335
EXPENSES					
52 - Public Safety	3,102,000	3,102,000	255,229	1,832,414	1,269,587
EXPENSES Total	3,102,000	3,102,000	255,229	1,832,414	1,269,587
+SURPLUS -DEFICIT	(1,072,000)	(1,072,000)	5,113	(506,748)	(565,252)
TRANSFERS OUT	-	593,993	-	24,000	569,993
CHANGE IN FUND BALANCE	(1,072,000)	(1,665,993)	5,113	(530,748)	(1,135,245)



Debt Service Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 4/30/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
20 - 2011 DEBT FUND					
TRANSFERS IN	-	-	-	-	-
REVENUE PLUS OTHER FINANCING SOURCES	-	-	-	-	-
+SURPLUS -DEFICIT	-	-	-	-	-
CHANGE IN FUND BALANCE	-	-	-	-	-
21 - 2014 DEBT FUND					
TRANSFERS IN	1,075,380	1,075,380	-	1,029,866	45,514
REVENUE PLUS OTHER FINANCING SOURCES	1,075,380	1,075,380	-	1,029,866	45,514
EXPENSES					
51 - General Government	1,075,380	1,075,380	-	1,029,866	45,514
EXPENSES Total	1,075,380	1,075,380	-	1,029,866	45,514
+SURPLUS -DEFICIT	-	-	-	-	-
CHANGE IN FUND BALANCE	-	-	-	-	-
22 - 2020 DEBT FUND					
TRANSFERS IN	485,350	485,350	-	50,174	435,176
REVENUE PLUS OTHER FINANCING SOURCES	485,350	485,350	-	50,174	435,176
EXPENSES					
51 - General Government	485,350	485,350	-	50,174	435,176
EXPENSES Total	485,350	485,350	-	50,174	435,176
+SURPLUS -DEFICIT	-	-	-	-	-
TRANSFERS OUT	-	-	-	-	-
CHANGE IN FUND BALANCE	-	-	-	-	-



Capital Project Funds Budget Report

For Fiscal Year: 2025-2026 Period Ending: 4/30/2026

FUND	ORIGINAL BUDGET TOTAL	CURRENT BUDGET TOTAL	MTD ACTIVITY	YTD ACTIVITY	REMAINING BUDGET
30 - CAPITAL PROJECTS FUND					
REVENUE					
366 - Contributions	-	2,867,625	111,964	845,835	2,021,790
369 - Other Misc Revenues	-	-	-	-	-
REVENUE Total	-	2,867,625	111,964	845,835	2,021,790
 TRANSFERS IN	21,544,310	142,025,376	1,732,875	14,973,297	127,052,079
 REVENUE PLUS OTHER FINANCING SOURCES	21,544,310	144,893,001	1,844,839	15,819,133	129,073,868
 EXPENSES					
51 - General Government	2,690,000	8,097,062	36,870	522,091	7,574,971
52 - Public Safety	400,000	400,000	-	-	400,000
53 - Physical Environment	3,732,720	29,627,653	976,816	11,937,785	17,689,868
54 - Transportation	5,954,230	78,551,395	445,917	1,271,406	77,279,989
55 - Economic Environment	25,000	25,000	9,674	9,674	15,327
57 - Culture & Recreation	8,742,360	28,191,891	371,396	2,049,021	26,142,870
EXPENSES Total	21,544,310	144,893,001	1,840,673	15,789,976	129,103,025
 +SURPLUS -DEFICIT	-	-	4,167	29,157	(29,157)
 CHANGE IN FUND BALANCE	-	-	4,167	29,157	(29,157)

ITEM TITLE: Update regarding Community Development on-line review process and approve the services agreement for GeoCiviz plan review software

REQUESTOR: John Dulmer, AICP, Community Development Director

AGENDA SECTION: City Manager's item

STRATEGIC PRIORITY: #6 Government Transparency and Efficiency

BACKGROUND: Staff will be providing an update regarding compliance with Florida Statute 553.79. Community Development will be discussing the implementation of an interim electronic plan review solution. While the City's current permitting software provider offers an electronic plan review module, the cost of implementation would be a greater financial investment compared to the interim solution proposed by GeoCivix.

Based on current cost estimates, the GeoCivix interim solution is expected to save the City approximately \$12,000 in annual recurring costs and nearly \$70,000 in one-time implementation fees when compared to the City's existing software provider. Additionally, the interim solution can be deployed within a substantially shorter timeframe, helping ensure compliance with Florida State statutory requirements taking effect on July 1, 2026, which mandate electronic plan review as a required public service for local governments.

Furthermore, the interim solution provides the City with the opportunity to thoroughly evaluate long-term permitting system options that may offer enhanced transparency and public accessibility of information, expanded artificial intelligence capabilities, and improved software hosting solutions.

Funding is available in the Building Fee Fund and outside planning services as appropriate based upon utilization of the software in compliance with Florida Statutes.

STAFF RECOMMENDATION: Receive update and approve Services Agreement GeoCiviz Plan Review Software.

ATTACHMENTS: GeoCivix Proposal and Master Services Agreement

REVIEWERS:

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

Prepared For:

Arleen Hunter, City Manager
City of Bonita Springs
9101 Bonita Beach Road SE
Bonita Springs, FL 34135

Proposal

Prepared On: Wednesday, June 3, 2026

Valid for 90 days

Dear Mrs. Hunter,

Thank you for reaching out and for the opportunity to continue working together. We're pleased to hear that Bonita Springs is interested in renewing use of the GeoCivix platform, and we've prepared a revised proposal to help meet your team's goals and budget.

As requested, this proposal includes licensing for up to 25 users and reflects a 50% reduction in our standard user licensing rates. We hope this adjustment demonstrates our commitment to supporting your team and maintaining a productive partnership.

Regarding the integration with EnerGov, we understand that your current needs are limited to nightly uploads of approved files and plans and are happy to revisit that discussion whenever you're ready.

Please don't hesitate to reach out with any questions or if you'd like to set up a time to review the proposal together. We look forward to reactivating your account and continuing to support your operations.

Warm regards,

A handwritten signature in blue ink, appearing to read "J. Coleman".

Jace Coleman

President, GeoCivix

GEOCIVIX MASTER SERVICES AGREEMENT

THIS AGREEMENT which consists of this Service Schedule, Standard Terms and Conditions, and Service Level Agreement (together, this **Agreement**), each of which are incorporated by reference, is entered into as of the Effective Date (defined below) by and between GeoCivix, LLC, an Arizona limited liability company (**GeoCivix**), and the entity identified in this Service Schedule (**Customer**).

WHEREAS, GeoCivix is a provider of Services and Technology, each as defined herein; and

WHEREAS, Customer desires to access and use the Services and the Technology in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

SERVICE SCHEDULE

Part I – Customer and Basic Services Details

Effective Date	The date of Customer's signature on this Service Schedule.	
Customer	Arleen Hunter, City Manager City of Bonita Springs 9101 Bonita Beach Road SE Bonita Springs, FL 34135	
Service Commencement Date	The date of the Kick-Off Meeting held between Customer and GeoCivix, which shall also serve as the anniversary date for annual renewal and maintenance billing purposes.	
Initial Term / Contract Duration <i>* Pricing is locked in for the duration of multi-year contracts.</i>	1 year contract	
Payment Frequency	Annually	
Customer Accounts Payable Contact	Name:	Role:
	Telephone:	Email:
Customer Purchase Order Number		

Part II – Price Plan and Service Description

Price valid for 60 days starting from Wednesday, June 3, 2026, and subject to acceptance of our standard terms and conditions.

Annual Costs			
Product	Qty	Price	Total
Standard User License	0	\$1,500	\$0
Standard User License (50% Discount)	25	\$750	\$18,750
Annual Hosting, Maintenance, and Support	1	\$5,000	\$5,000
<i>* Bluebeam Licenses Sold Separately</i>			Annual Subtotal \$23,750

Contract Options

One Year		Three Year		Five Year		Five Year Amortized	
Year 1	\$23,750	Year 1	\$23,750	Year 1	\$23,750	Year 1	\$23,750
		Year 2	\$23,750	Year 2	\$23,750	Year 2	\$23,750
		Year 3	\$23,750	Year 3	\$23,750	Year 3	\$23,750
				Year 4	\$23,750	Year 4	\$23,750
				Year 5	\$23,750	Year 5	\$23,750
Total	\$23,750	Total	\$71,250	Total	\$118,750	Total	\$118,750

Part III – Statement of Work

This Statement of Work outlines the specific services and deliverables that GeoCivix will provide as part of the project. Each item corresponds to the features and functionalities detailed in the price plan and includes descriptions of the configuration, implementation, and training services required to meet your organization's needs. This ensures a clear understanding of the scope of work and the responsibilities of both parties during the deployment and ongoing use of the system.

NOTE: The Bonita Springs Plan Review Portal is already provisioned and configured. Once reinstated, administrators can modify existing or add new applications, email templates, and document templates.

- **Application Form & Workflow Configuration** - None, these are already configured and can be managed by staff.
- **Permit Configuration** – NA
- **Inspection Configuration** – NA
- **Document Template Configuration** - 3 templates already exist in the portal, these can be
- **Custom Reports** - TBD – A potential Munis integration, costs TBD.
- **Training** - Online knowledgebase, training videos, and support ticket help. We will provide a complimentary live training session of up to 2 hours upon request (remote).
- **Data Migration** – No
- **E-Commerce Integration** – No
- **ArcGIS Integration** – No
- **EDMS Integration (Laserfiche/OnBase)** – No
- **Single Sign-On Integration** – No
- **API/Webhooks** – No
- **Integration Maintenance** – NA

Standard User Licenses

A GeoCivix user license is required for any administrator who needs write access to the database, allowing them to interact with records and make changes within the system. Licenses are not required for general public users or contractors accessing the system, nor are they needed for administrators or users with read-only access. Those who wish to view information without modifying records are exempt from requiring a paid license.

Typical roles that require a paid license include system administrators, permit technicians, plan reviewers, inspectors, and departmental supervisors. The number of user licenses provided is specified in the price plan above, ensuring your organization has the appropriate licenses based on its operational needs.

Floating User Licenses

Floating User Licenses allow a designated group of users to share a limited pool of concurrent logins rather than requiring an individual license for each person. Under this model, one or more floating licenses are associated with a defined user group. The number of floating licenses determines how many members of that group may be actively logged in at the same time.

For example, if two floating licenses are allocated to a group of one hundred users, any two individuals from that group may access the system concurrently. If a third user attempts to log in while both licenses are in use, they will be prevented from accessing the system until a license becomes available. Floating User Licenses are intended for teams with intermittent access needs, enabling cost-effective usage while maintaining controlled access to system functions.

Annual Hosting, Maintenance, and Support

GeoCivix provides comprehensive annual hosting, maintenance, and support services to ensure your system runs smoothly and efficiently throughout the year. Our secure hosting environment ensures reliable system uptime, data protection, and scalability to meet your organization's growing needs.

Our maintenance services include regular updates, bug fixes, and system enhancements to keep the platform up to date with the latest features and security protocols. We proactively monitor system performance to identify and resolve any issues before they impact your operations.

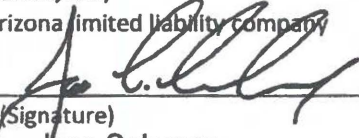
Support is available via phone, email, and an online help desk to address any technical questions or issues that arise. Our dedicated support team is here to ensure quick resolution of any problems and to provide guidance on system usage when needed. The details of your hosting, maintenance, and support plan are outlined in the [Service Level Agreement](#).

Post Deployment Options and Professional Services

Once deployed Customer may choose to use the portal as-is, self-configure the portal to meet expanding needs, or engage with GeoCivix for Professional Services. Professional Services in excess of the items listed above would require a separate SOW and purchase order (as described in Section 15 of the Standard Terms and Conditions).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

GEOCIVIX, LLC,
an Arizona limited liability company

By: 
(Signature)
Name: Jace Coleman
Title: President
Date: 6/8/2026

CUSTOMER

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

ADDRESS FOR NOTICES TO GEOCIVIX:

9420 E. GOLF LINKS RD.
SUITE 108, #294
TUCSON, AZ 85730

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions form a part of the Agreement between GeoCivix, and the Customer identified on the Service Schedule to which these Standard Terms and Conditions are attached and govern the Customer's use of the Services and the Technology.

1. Definitions

1.1 Services means the services described and specified on the applicable Service Schedule and any updates or upgrades to such services which may be generally released by GeoCivix to all customers from time to time.

1.2 Technology means all computer hardware, software, intellectual property, and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Site. The Technology includes in part but is not limited to the hardware, software, and computer code.

1.3 Site means the GeoCivix.com website, including the Technology.

1.4 Affiliate means with respect to Customer, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Customer, which agrees in writing to be bound by all the obligations of Customer hereunder.

1.5 Internet Data Centers means any of the facilities owned or controlled by GeoCivix and used by GeoCivix to provide the Services. These facilities house the Technology used for the provision of Services.

1.6 Customer Data means Customer's information or other data processed, stored, or transmitted by, in or through the Technology, including without limitation personal information relating to the Customer's personnel, customers, and prospective customers such that the identity of such persons is apparent or can reasonably be determined from such personal information.

1.8 Proprietary Rights means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.9 Basic User means any named user having permission to submit applications, upload documents, pay fees, view project status, request inspections, and view project related reports and documents. Frequently categorized as applicants, homeowners, citizens, and contractors, these users do not require a paid license.

1.10 Licensed User means any named user having any permission beyond that of a basic user. Frequently categorized as permit coordinators, plan reviewers, inspectors, department supervisors, and system administrators, these users do require a paid license. Named users include Customer's third-party consultants, outsourcers, contractors, and other service providers requiring elevated permissions over that of a Basic User.

1.11 Application Form means any online form filled out by an applicant at the time of submittal through the Site. This form is customizable and may be developed to match the existing paper forms in use by an organization. Data collected on these forms may be used to auto-fill document templates, email templates, or calculate fees. Application forms are often synonymous with permit applications; however, they could also include public record requests, general inquiries, or other various forms for collecting data etc.

1.12 Workflow means any programmatic representation of the business rules of a projects lifecycle and ties system events to specific actions. Workflow configuration settings allow system administrators to automate routine tasks and define how the system should behave throughout the plan review process for each type of project.

1.13 SLA means the GeoCivix Service Level Agreement, which is available at <https://GeoCivix.com/service-level-agreement/>.

1.14 Project Plan Definition means the Project Plan Definition attached hereto and incorporated herein by reference.

1.15 Service Commencement Date means the date of the Kick-Off Meeting held between Customer and GeoCivix, which may occur prior to payment of the initial invoice. The Service Commencement Date shall also establish the anniversary date for annual renewals.

2. Subscription License Grant. Subject to the terms and conditions hereof, during the term hereof, GeoCivix hereby grant to Customer and its Affiliates only to the extent of Licensed Users and solely for Customer's internal business purposes a non-exclusive, non-transferable, worldwide right and license to access the Site and use the Services and the Technology. Customer personnel will indicate agreement by click-through to GeoCivix's standard End-User License Agreement (**EULA**) in the registration process for access and use of the Technology; provided, however, that if there is any conflict or inconsistency between the EULA and this Agreement, the terms and conditions of this Agreement shall control. All rights not expressly granted to Customer herein are expressly reserved by GeoCivix.

3. Use Restrictions. Customer covenants and agrees that its use of the Services and the Technology will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Technology; or (iv) to access, alter, or destroy any information of any customer of GeoCivix by any fraudulent means or device, or attempt to do so. GeoCivix provides e-commerce integrations so that users may enter payment information into GeoCivix's e-commerce engine, which is a secure e-commerce platform. Under no circumstances may Customer, Licensed Users, applicants, or any other user bypass GeoCivix's secure implementation by creating a custom form that asks users to enter payment details or other personal identifying information in plain text for the purposes of billing outside of GeoCivix's e-commerce platform. **Any and all payment information, health information, or other personal identifying information that is entered by Customers, Licensed Users, applicants or other users outside of GeoCivix's e-commerce platform will be encrypted and stored to GeoCivix's database, could be visible to others, and is not PCI or HIPPA compliant.**

4. Security. Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, GeoCivix shall implement reasonable security procedures consistent with industry standards to protect Customer Data from unauthorized access, including without limitation, maintaining a security program with an identified security official, security policies, access controls, firewalls, wireless and mobile device and storage security, virus scanning/protection software, anti-malware software, encryption of data in transport and storage including SSL certificates of 256 bit strength or greater (including backup data), network security intrusion protection systems, technical assessments (which have been acted upon), and Internet Data Centers housed in a secure location in the United States (**the Security Standard**). Provided that GeoCivix is in compliance with the data Security Standard, the parties agree that GeoCivix shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to GeoCivix at the time. GeoCivix will promptly report to Customer any unauthorized access to Customer Data promptly upon discovery by GeoCivix, and GeoCivix will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data is required, Customer shall be solely responsible for any and all such notifications at its expense.

5. Business Continuity Plan/Disaster Recovery Program. GeoCivix shall establish and execute a business continuity plan that provides for continued operation in the event of a disaster or business interruption affecting GeoCivix. The business continuity plan shall provide that Internet Data Centers be configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance, and resistance to other natural and

man-made disruptions. In addition, Internet Data Centers shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards.

6. Set-Up of Services. GeoCivix will schedule the Kick-Off Meeting promptly following execution of this Agreement. On or before the Kick-Off Meeting date, GeoCivix will provision the required Technology and server resources and will enable Customer access. Configuration, implementation activities, and any development work will begin after the Kick-Off Meeting. GeoCivix may pause ongoing work if the initial invoice becomes overdue under the payment terms of this Agreement.

7. Access Codes for Services. GeoCivix will permit access to the Services only over the Internet using access codes assigned by GeoCivix. Access codes will be deemed the Confidential Information of both parties.

8. Technical Requirements for Services.

8.1 Capacities. The Services shall be rendered in a manner that will support the Licensed User requirements and other requirements provided in the applicable Service Schedule.

8.2 Scalability. The Services shall be scalable in a manner that allows the Services to meet any forecasted increase provided in the applicable Service Schedule. Customer acknowledges that increasing the Licensed User requirements and/or data storage requirements may lead to increases in the fees charged for the Services.

8.3 Internet Data Centers. The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance, and resistance to other natural and man-made disruptions. In addition, the facility shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards. GeoCivix may outsource its Internet Data Center operations to subcontractors; provided, however, that GeoCivix shall be responsible for the performance of such subcontractors, and GeoCivix shall be liable for any action or inaction by such subcontractors as if performed by GeoCivix.

8.4 Multiple Telecommunications Providers. Unless otherwise specified in the applicable Service Schedule, the facility shall be served by no less than two separate high-speed telecommunications providers and GeoCivix shall have the ability to switch between telecommunications providers to reduce outages.

9. Backups. At no additional charge to Customer, GeoCivix shall make daily incremental backups (the **Incremental Backup**) and weekly full backups (the **Full Backups**) of Customer Data archived with the Technology. The prior day Incremental Backup and a copy of the weekly backup shall be stored off-site in a secure facility designed to store and maintain backups for emergency use.

10. Monitoring of Customer's Use. GeoCivix reserves the right to internally monitor Customer's usage of the Site and Services.

11. Special Requirements.

11.1 Operational Requirements. Customer shall be solely responsible for installation and maintenance of a supported web browser in order to access the system. Supported browsers include Internet Explorer (Current version -1) and current versions of Google Chrome, Mozilla Firefox, and Safari. Browsers must be capable of TLS 1.2 encryption or higher.

11.2 Customer's Requirements. Customer shall be solely responsible for providing the following materials at its cost and expense: all Internet access, hardware, browsers, and other software necessary to access and login to the Site.

12. Fees.

12.1 Payment Terms and Annual Renewal Fees. GeoCivix shall issue an initial invoice immediately upon execution of this Agreement. Customer's initial payment for One-Time Setup Costs, Licensing, and Annual Hosting,

Maintenance, and Support is due within 30 days of the initial invoice, and is payable in a lump sum. Annual renewal fees are payable within thirty (30) days of receipt of invoice. If Customer exceeds the licensed limits of their contract, GeoCivix reserves the right to renegotiate pricing terms on subsequent years based on published pricing, unless otherwise agreed upon as set forth in Section 12.6.

12.2 Hourly Rates. Work that falls outside of the agreed upon project scope will be subject to an hourly rate. All work falling outside of project scope will be handled via a quote and/or change order document. Costs associated with Professional Services hours can be found on the GeoCivix Price Sheet (issued annually in July). Please contact your GeoCivix Account Manager for a copy of this document.

12.3 Fee Increases. GeoCivix may increase periodic annual renewal fees at any time after the initial term with sixty (60) days prior notice to Customer, but in no event shall fees be increased more than 10% over the preceding consecutive twelve (12) month period, unless otherwise agreed upon as set forth in Section 12.6.

12.4 Late Charges. If Customer does not make timely payment to GeoCivix of any amount payable hereunder, in addition to the remedies available to GeoCivix at law or equity, GeoCivix may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer; provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

12.5 Overdue Payments. Customer acknowledges that continued access to the Services is contingent upon timely payment of all fees. If any amount owing by Customer under this Agreement for any Services is thirty (30) or more days overdue, GeoCivix reserves the right to suspend access to the Technology and/or the Services until payment is made in full. GeoCivix may also terminate this Agreement if payments are not resolved within forty-five (45) days of becoming overdue.

12.6 Optional Contract Extensions. GeoCivix may provide estimated Renewal Rates for Annual Hosting, Maintenance, Support, and Licensing in the Service Schedule. Such estimated Renewal Rates do not include additional licenses, integration or implementation services, training services, or additional services as described in Section 13. **30 days prior to the end of the initial term or any renewal term, GeoCivix will send Customer an invoice for a one-year extension of this Agreement (which will include Annual Hosting, Maintenance, Licensing, and Support). The rate for such renewal may be the same (or different) as the estimated Renewal Rates provided by GeoCivix in the Service Schedule, and such Renewal Rate shall be limited as set forth in 12.3. All Renewal Rates are stated in one-year terms and shall be paid in up-front, lump sum payments. Should Customer desire to renew this Agreement, Customer shall pay such invoice prior to the expiration of the then-current term. Upon Customer's payment of the Renewal Rate, this Agreement shall be extended by the relevant extension term.** If Customer fails to timely pay the invoice, this Agreement shall terminate at the end of the then-current term. This Agreement applies to the initial term and any/all renewal terms. All references to the term of this Agreement mean and refer to the initial term and any/all subsequent renewal terms.

12.7. Early Termination Fee. If Customer terminates this Agreement prior to the end of the initial term or any renewal term, Customer agrees to pay an early termination fee of 15% of the remaining value of the Agreement based on the then-contracted term.

12.8 Invoice Timing and Payment Schedule. Upon full execution of this Agreement by both parties, GeoCivix shall issue an initial invoice covering all items payable up front, including but not limited to Annual Hosting, Maintenance and Support, User Licenses, Training, and all System Configuration Fees (including Application & Workflow, Permit, Inspection, Document Template Configuration, and API/Webhook Keys).

Payment of the initial invoice is due within thirty (30) days of issuance and must be received before implementation activities commence. The Kick-Off Meeting may occur prior to payment receipt, provided no implementation or configuration work begins until payment has been received.

Any integrations, data migrations, or custom development deliverables (including but not limited to GIS integrations, e-commerce integrations, archival integrations, SSO, data migrations, or custom reports) will be invoiced upon completion of the applicable deliverable. Annual integration maintenance for each completed integration will commence on the date of completion, with the first annual maintenance fee invoiced one (1) year later and included thereafter with Customer's annual renewal invoice.

Unless otherwise specified in a mutually executed amendment, all invoices are due Net 30.

13. Purchase of Additional Services. Customer may elect to purchase rights for additional Licensed Users and/or additional services by purchase order from time to time. Such additional purchases shall be governed by the terms and conditions of this Agreement. Customer agrees that, absent GeoCivix express written acceptance thereof, the terms and conditions contained in any Service Schedule or other document issued by Customer to GeoCivix for the additional purchases, shall not be binding on GeoCivix to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

14. Technical Support, Training, and Consulting Services. During the term hereof, GeoCivix shall provide technical support in the form of responses to questions by email or telephone at no additional charge. If additional services are required for the proper use and operation of the Technology or if training or consulting services are requested, GeoCivix shall provide such services on a time and materials (T&M) basis; that is, (i) Customer shall pay GeoCivix for all the time spent performing such services (including all travel time), plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be GeoCivix then-current standard rates when such services are provided. Any monetary limit stated in an estimate for T&M services shall be an estimate only for Customer's budgeting and GeoCivix resource scheduling purposes. If the limit is exceeded, GeoCivix will cooperate with Customer to provide continuing services on a T&M basis. GeoCivix shall invoice Customer monthly for T&M services. Charges shall be payable upon receipt of invoice by Customer. GeoCivix reserves the right to require a non-refundable fee and/or cost deposit prior to commencement of T&M services as well as a work order.

15. Professional Services. Customer may order professional services such as custom development (**Professional Services**) from GeoCivix by submitting a written request either by email or through an appropriate support channel. If Customer submits an order for Professional Services, such an order shall not be binding upon GeoCivix unless accepted by GeoCivix. Once an order for custom Professional Services has been accepted by GeoCivix, the parties will negotiate a mutually acceptable Statement of Work (**SOW**) for such custom Professional Services. Each SOW executed by the parties for custom Professional Services shall be subject to this Agreement. Any terms and conditions added or appended by Customer to any order submitted for Professional Services that are in addition to or inconsistent with these Terms will be deemed stricken from such order and will not be binding on GeoCivix. Unless noted otherwise on the SOW, on orders less than or equal to \$2,500 in value, payment shall be due in full prior to commencement of work. Orders exceeding \$2,500 in value shall be subject to a non-refundable deposit of fifty percent (50%) of the total fees due prior to commencement of work with the remaining fifty percent (50%) due upon completion. Purchased Professional Services (including training) are non-refundable, and any unused Professional Services (including training) will expire twenty-four (24) months from the date of purchase.

16. Services Deliverables. All project deliverables will adhere to generally accepted practices of both generally accepted software development standards as well as construction and code review best practices. Based upon specific goals outlined by the Customer, acceptance of the deliverables outlined in the agreed upon scope (provided in the Project Plan Definition and signed off by both GeoCivix and Customer) would be considered a successful deployment of a fully functional, fully hosted Electronic Plan Review (EPR) platform for use by Customer.

17. Project Schedules. Project schedules are provided as a guiding document as part of the Project Plan Definition and project tracking protocol. Schedules are subject to change without notice in the event of delayed information acquisition, testing delays, or modifications to scope (change orders).

18. Service Levels.

18.1 GeoCivix will provide the Services in accordance with the service levels set out in the SLA. In the event that GeoCivix fails to attain the requisite Monthly Uptime Percentage as provide for in the SLA, GeoCivix will issue service credits (**Service Credits**) to the Customer in accordance with the SLA, which Service Credits will be the sole remedy available for GeoCivix failure to meet the SLA.

18.2 Any Service Credits are subject to the exclusions and limitations listed in the SLA.

18.3 The Services are not intended to support or carry emergency or time-critical emails or communications to any providers of emergency services, and GeoCivix accepts no liability in respect of such emergency communications. GeoCivix recommends that the Customer maintains adequate backup copies of any content uploaded to the Site and exercise caution in uploading content of a confidential nature.

19. Technical Contacts. Customer shall designate one of its employees as its principal contact for communicating with GeoCivix regarding technical issues hereunder. Customer may change its technical contact from time to time by written notice to GeoCivix.

20. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Services, Site, and Technology shall remain exclusively vested in and be the sole and exclusive property of GeoCivix and its licensors. The GeoCivix.com domain name, product names and logos associated with the Services and the Technology are trademarks of GeoCivix or third parties.

In addition, Customer hereby transfers and assigns to GeoCivix any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer personnel relating to the Services or the Technology.

21. Customer Reference. Customer hereby grants to GeoCivix the express right to use Customer's entity name and logo in marketing, sales, financial, and public relations materials, and other communications solely to identify Customer as an GeoCivix customer. GeoCivix hereby grants to Customer the express right to use GeoCivix logo solely to identify GeoCivix as a provider of services to Customer. Other than as expressly stated herein, no party shall use another party's marks, codes, drawings, or specifications without the prior written permission of the party.

22. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this section terms governing the use and protection of certain information one party (**Owner**) may disclose to the other party (**Recipient**).

22.1 Definition of Confidential Information. For purposes hereof, **Confidential Information** means (i) the terms and conditions hereof, (i) non-public aspects of the Site and the operation thereof, the Technology, and the Services and additional services provided by GeoCivix, and GeoCivix business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, is provided to Recipient within fifteen (15) days of the initial disclosure.

22.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

22.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

22.4 Limitation of Liability for Data Security Breach. The provisions of this section are subject to the limitation on GeoCivix liability set forth in Section 4, but only to the extent that a breach of this section results from an unauthorized third party using illicit means to access the Services or Technology. A breach of this section that results from access to the Services or our Technology by current or former personnel or any subcontractors or providers, shall not be subject to the limitation on GeoCivix liability set forth in Section 4.

23. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Customer agrees that GeoCivix is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of GeoCivix.

24. Customer Representations and Warranties.

24.1 Customer represents and warrants that (i) the performance of its obligations and use of the Services (by Customer and its Licensed Users) will not violate any applicable laws, or regulations, including without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union outside the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other GeoCivix customers of GeoCivix services.

24.2 Customer acknowledges that (i) GeoCivix does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Customer will use commercially reasonable efforts to ensure that the information it and its Licensed Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

24.3 In the event of any breach by Customer of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, GeoCivix will have the right to suspend immediately any Services if deemed reasonably necessary by GeoCivix to prevent any harm to GeoCivix and its business. GeoCivix will provide notice to Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, GeoCivix will promptly restore the Services.

25. Representations and Warranties. GeoCivix represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between GeoCivix, and any third parties. In the event of a breach by GeoCivix of the foregoing warranties, Customer's sole remedy is termination of this Agreement upon written notice to GeoCivix.

26. Limited Warranty. GeoCivix represents and warrants that the Services will: (i) conform to all material operational features as described in the applicable Service Schedule, and (ii) be free of errors and defects that materially affect the performance of such features (**Limited Warranty**), provided that Customer notifies GeoCivix of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at GeoCivix expense.

27. Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, NEITHER GEOCIVIX, NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND GEOCIVIX, AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. GEOCIVIX DOES NOT WARRANT THAT THE SERVICES, TECHNOLOGY, OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES, TECHNOLOGY, OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR 100% SECURE. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT THAT GEOCIVIX HAS NO CONTROL OVER THE INTERNET, AND THAT GEOCIVIX IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

28. Disclaimer of Actions of Third Parties. GeoCivix does not and cannot control the flow of data to or from the Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although GeoCivix will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, GeoCivix cannot guarantee that such events will not occur. GEOCIVIX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT GEOCIVIX SUBCONTRACTORS.

29. Intellectual Property Indemnity. Except for third party software (including without limitation open source software), GeoCivix (the **Indemnifying Party**) will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the Technology or Services infringe on any U.S. intellectual property right of a third party; provided, however, that the Indemnifying Party is notified in writing of such claim promptly after such claim is made upon Customer. The Indemnifying Party shall have the right to control any defense of the claim. In no event shall Customer settle any such claim without the Indemnifying Party's prior written approval. The Indemnifying Party shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Technology or Services other than by the Indemnifying Party, (ii) any combination of the Technology or Services by Customer with other programs or data not furnished by the Indemnifying Party, or (iii) any use by Customer of the Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Technology or Services are intended.

30. Options for Infringement Claims. If any party is enjoined from using the Technology, or if GeoCivix believes that the Technology may become the subject of a claim of intellectual property infringement, GeoCivix, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Service Schedule; or (iii) terminate this Agreement, in which case GeoCivix shall refund to Customer any and all fees paid in advance by Customer for those Services or Technology not provided and provide, at Customer's request and free of charge, the Customer Data in a database document format. This section and the preceding section set forth the entire liability of GeoCivix to Customer for any infringement by the Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this section does not apply to third party software including without limitation open-source software.

31. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL ANY PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

32. Liability Cap. Except for the indemnity and confidentiality obligations provided herein, GeoCivix's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed 25% of annual renewal fees payable by Customer for the one (1) billing period immediately preceding the claim for such liability.

33. Insurance Requirements. GeoCivix agrees to keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance in an amount not less than one million dollars (\$1 million) per occurrence for bodily injury and property damage, (ii) Automobile liability insurance properly safeguarding Contractor against liabilities for death, personal injury, and property damage arising out of the use of hired, non-owned automobiles in the aggregate amount of one million dollars (\$1 million) and (iii) workers' compensation insurance in an amount not less than that required by applicable law. GeoCivix will cause its insurance provider(s) to name Customer as an additional insured and, upon request by Customer, deliver to Customer certificates of insurance which evidence the minimum levels of insurance set forth above and notify Customer in writing of the effective date thereof.

34. Term of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue as described in the Service Schedule. The initial term hereof shall automatically renew for successive one (1) year terms upon Customer's payment of the then-current Renewal Rate unless GeoCivix or Customer notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew, or fails to timely make payment of the Renewal Rate as described in Section 12.6. Both the initial term and any renewal terms are subject to earlier termination as otherwise provided herein. Either GeoCivix or Customer may choose not to renew this Agreement without cause for any reason. The annual renewal anniversary shall correspond to the Service Commencement Date, as defined in Section 1.15.

35. Automatic Termination. Unless GeoCivix promptly after discovery of the relevant facts notifies Customer to the contrary in writing, this Agreement and all Service Schedules will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against GeoCivix, any assignment or attempted assignment by GeoCivix for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for GeoCivix.

36. Termination For Cause. If any party fails to comply with any of the material terms and conditions of this Agreement or Service Schedule, including without limitation the payment of any subscription license fee or reimbursement due and payable to GeoCivix under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Service Schedules and any and all license rights upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

37. Termination by GeoCivix for End of Life. GeoCivix intends to continue to provide and support the Services for so long as Customer renews in accordance with the applicable Service Schedule; provided, however, if, GeoCivix determines in its sole discretion that it is no longer feasible to support the Services, GeoCivix may terminate this Agreement for end of life at any time by providing one hundred eighty (180) days written notice to Customer.

38. Return of Materials. Within ten (10) days of the expiration or termination of any license under any Service Schedule, Customer shall return to GeoCivix any materials provided by GeoCivix.

39. Transition Services. If Customer is current in all payments due to GeoCivix at the time of expiration or termination hereof, GeoCivix shall provide to Customer its Customer Data in a standard database document format readily available to GeoCivix at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to GeoCivix a reasonable fee for technical services as determined by GeoCivix.

40. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by any party to another in accordance with this section. Such notice will be deemed to be given when received.

41. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by any party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of any party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to GeoCivix hereunder.

42. U.S. Government End-Users. The Technology incorporated therein, the Site, and the Services all consist of commercial items, as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of commercial computer software and commercial computer software documentation, as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this site acquire only those rights set forth herein.

43. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile. This Agreement may be modified only by a written agreement signed by the parties. The failure of any party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

ITEM TITLE: Presentation of Community Development Activity and Business Permit Reports for April and May 2026.

REQUESTOR: John Dulmer, Director, Community Development Department

AGENDA SECTION: City Manager Items

STRATEGIC PRIORITY: 6) Government Transparency & Efficiency

BACKGROUND:

John Dulmer, Director, Community Development Department, will present the monthly activity reports for April and May, as well as business permit reports for the same months.

STAFF RECOMMENDATION: Receive reports.

ATTACHMENTS:

1. Community Development Activity and Business Permit Reports for April and May 2026.
-

REVIEWERS:

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

Community Development

Prepared for:

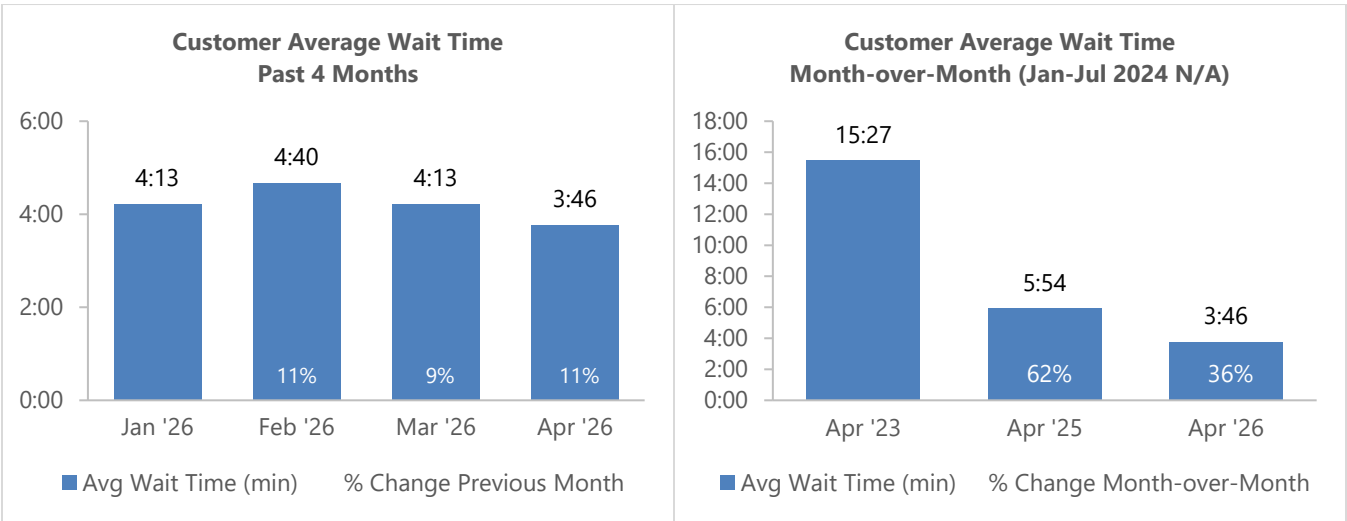
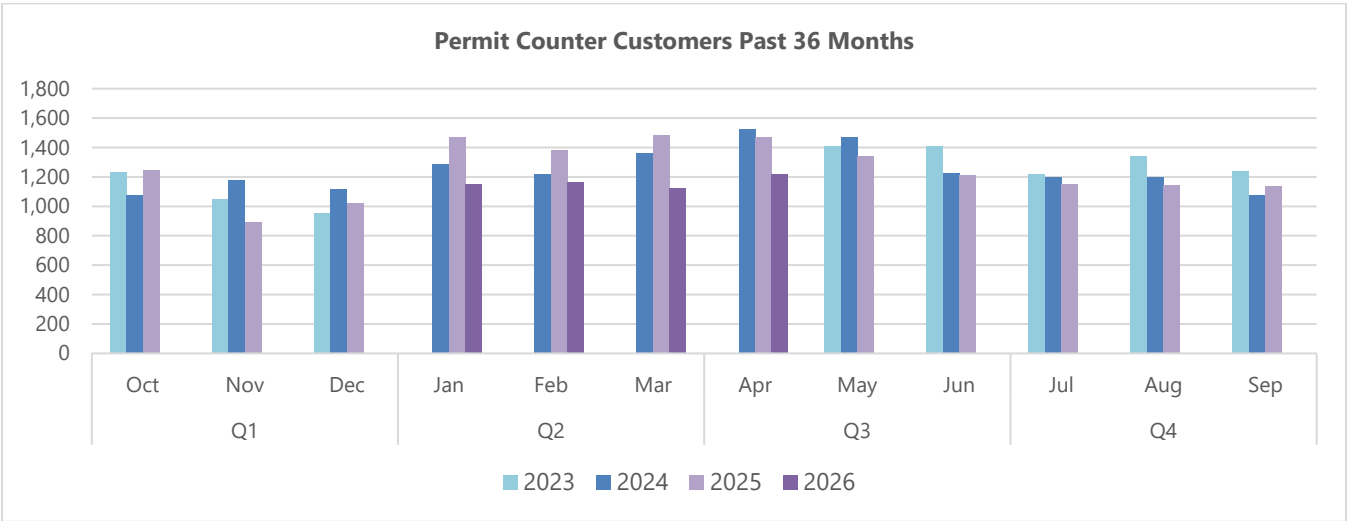
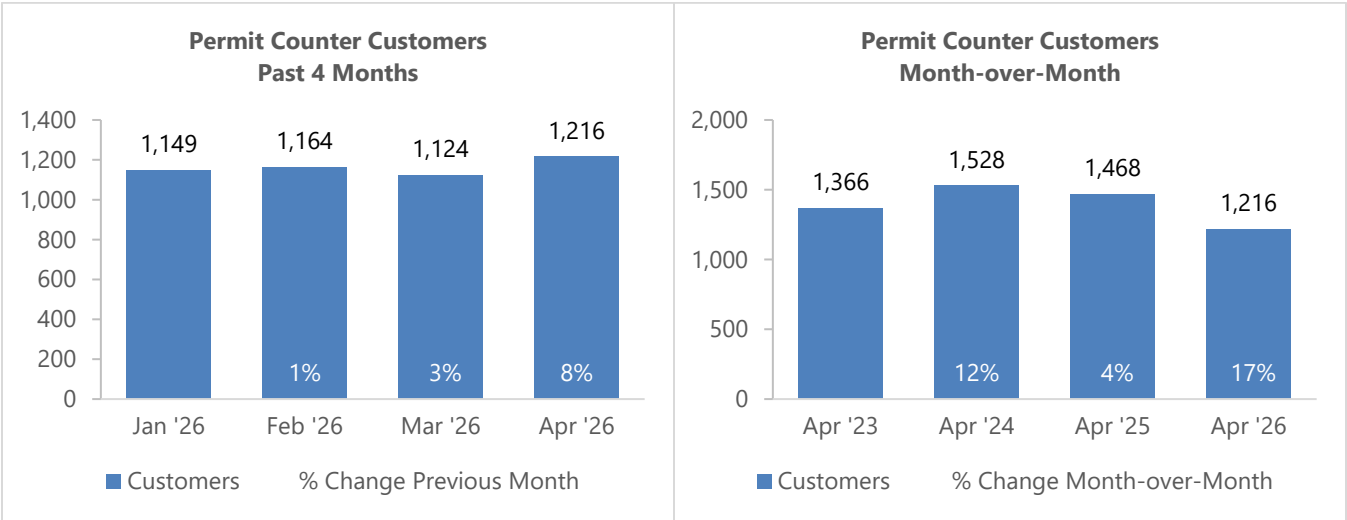


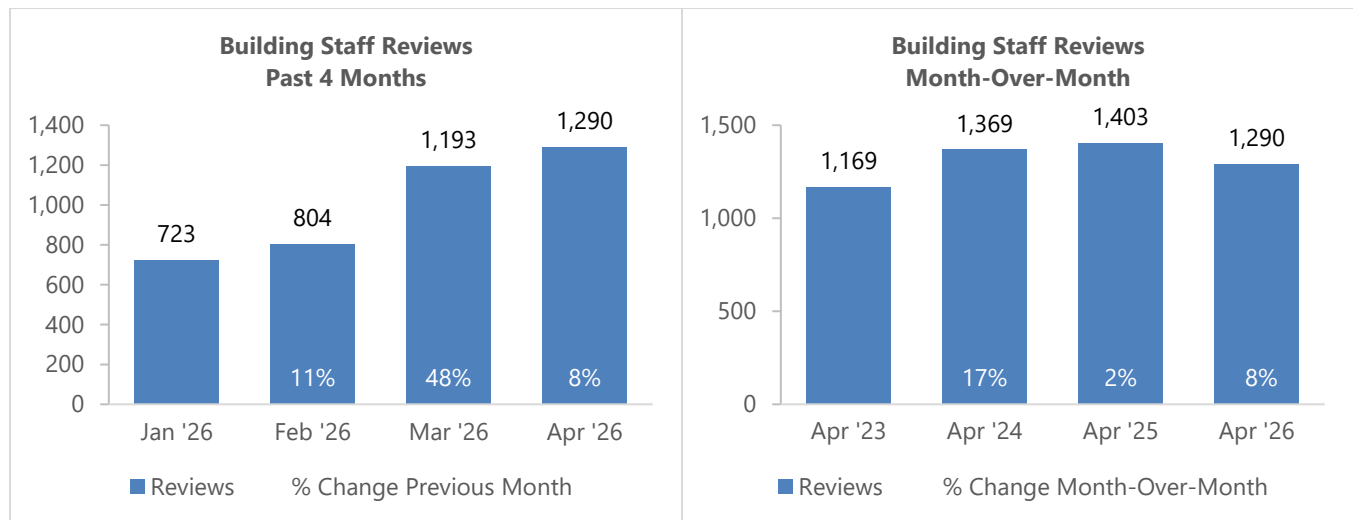
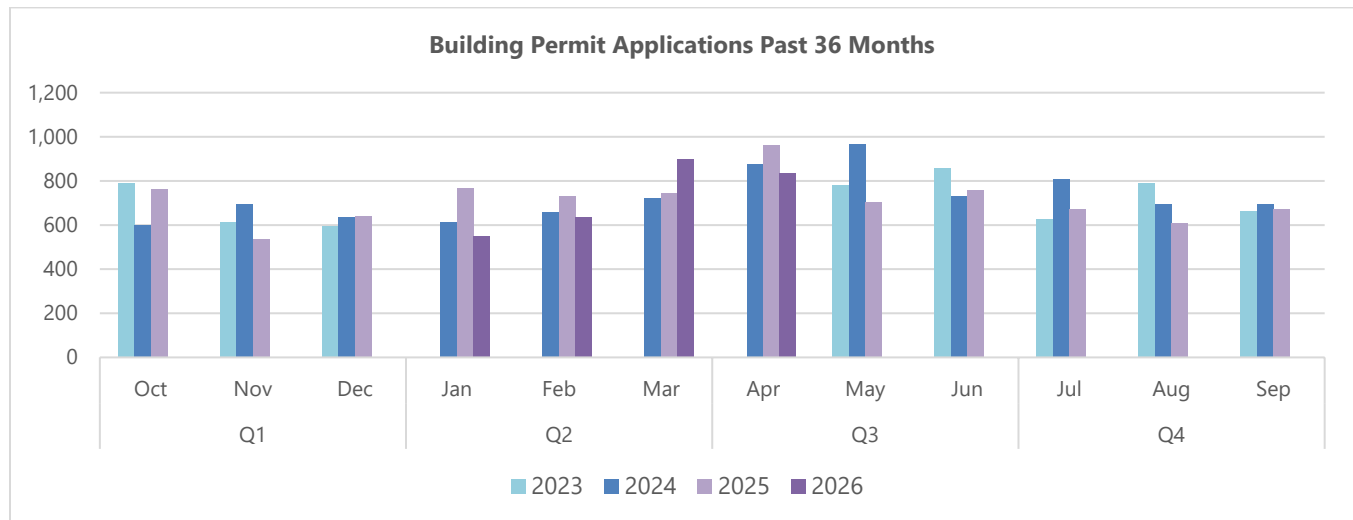
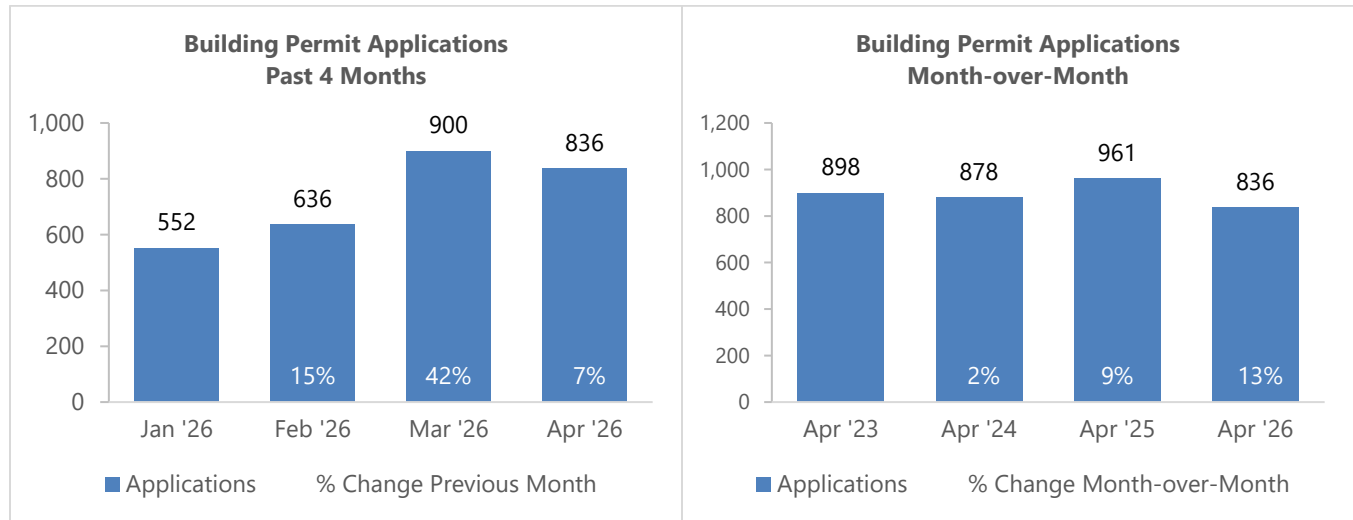
April 2026

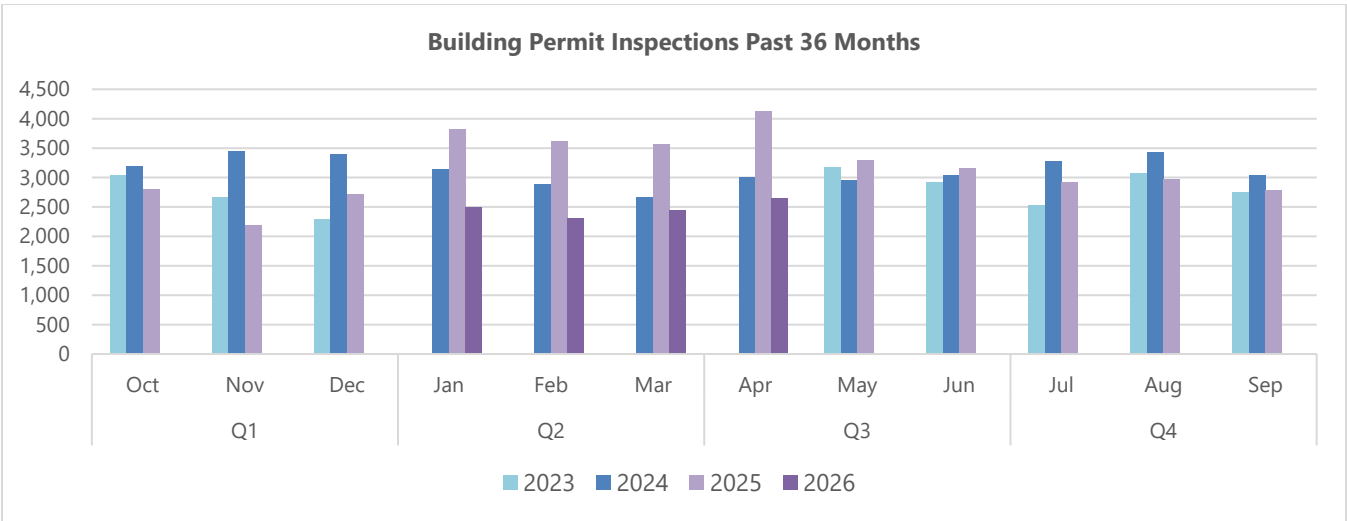
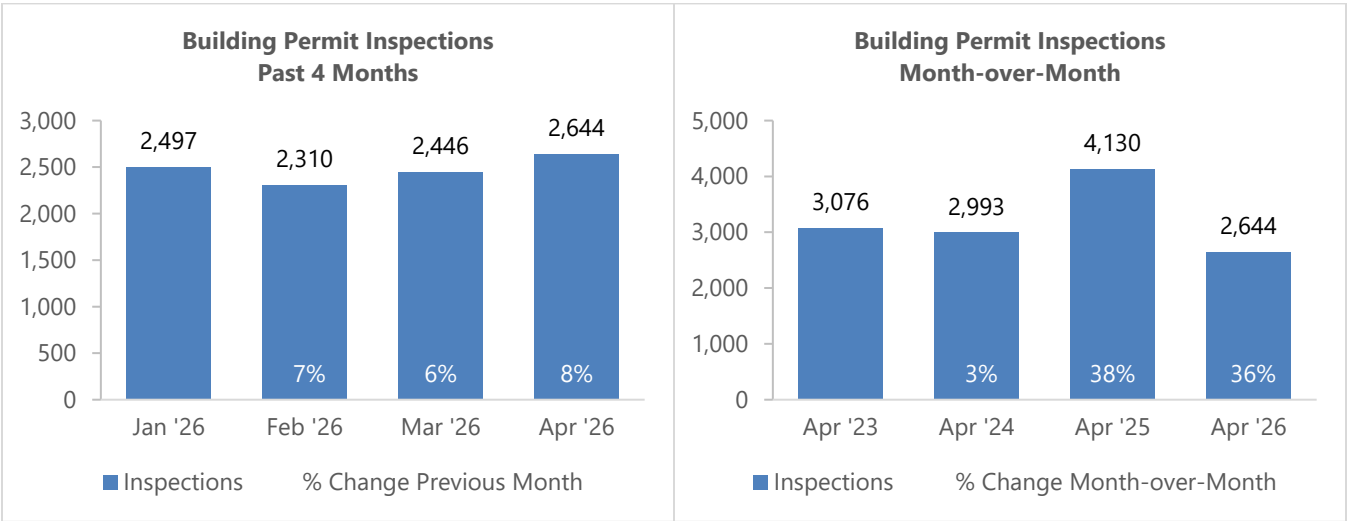
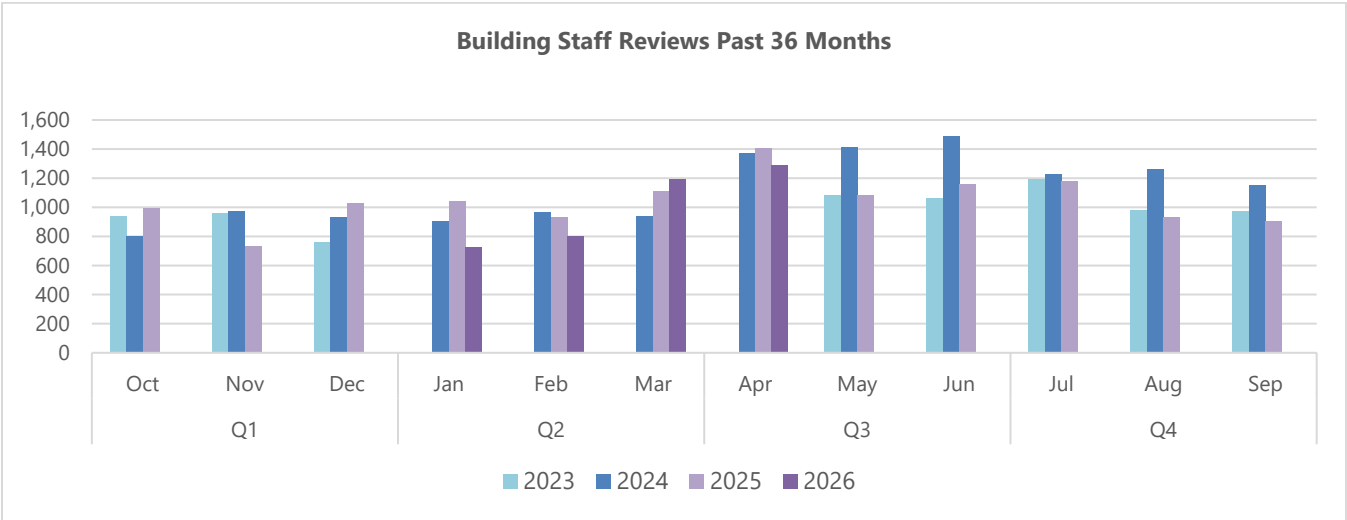
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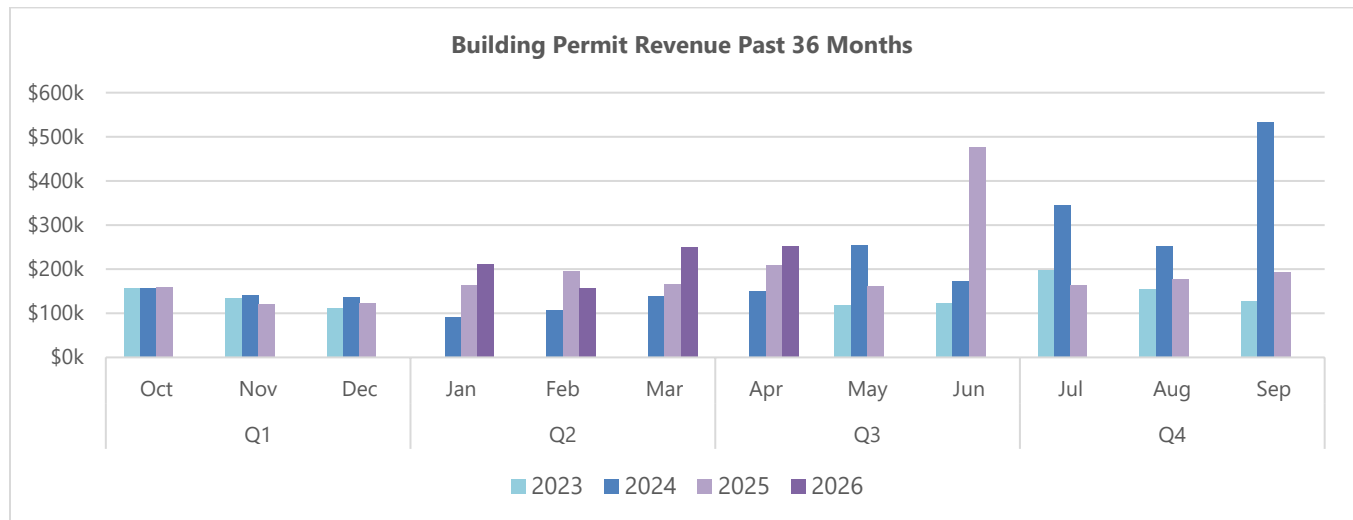
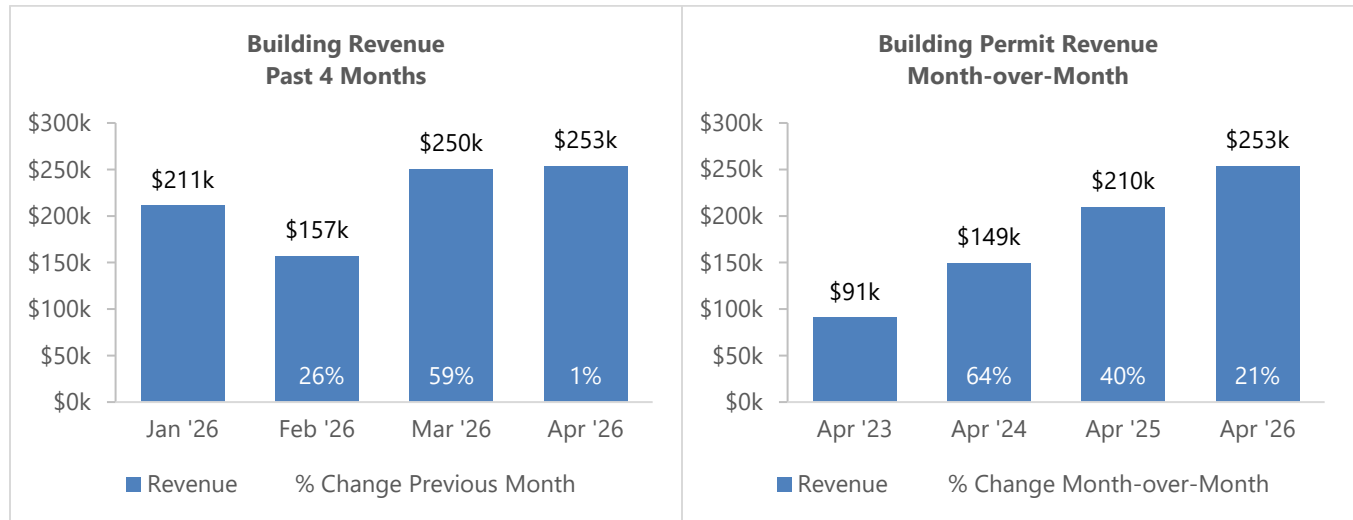
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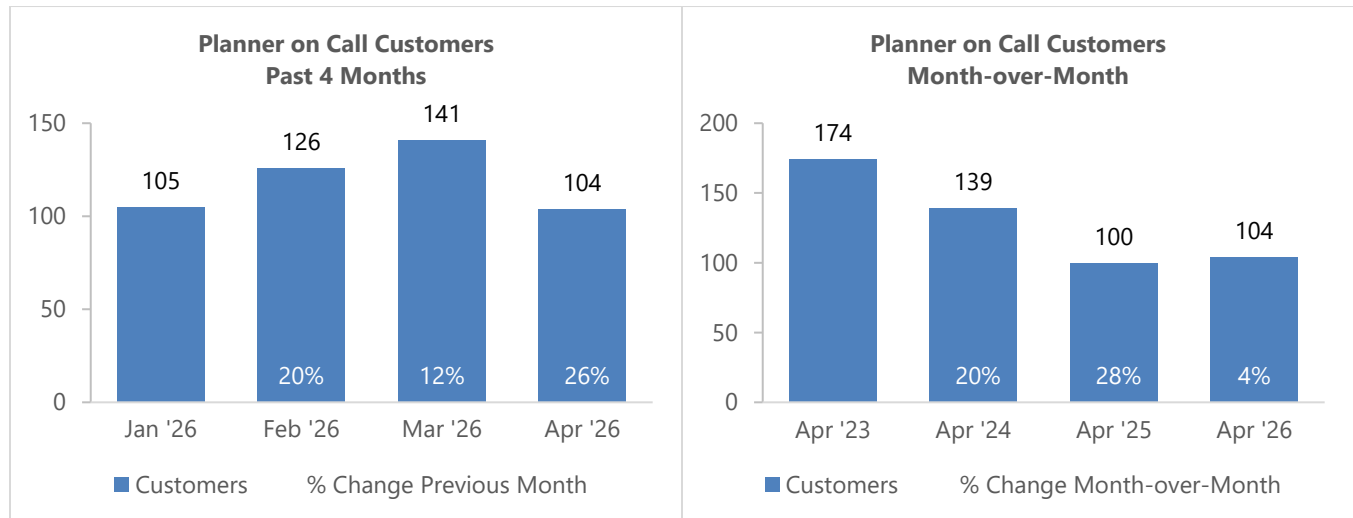


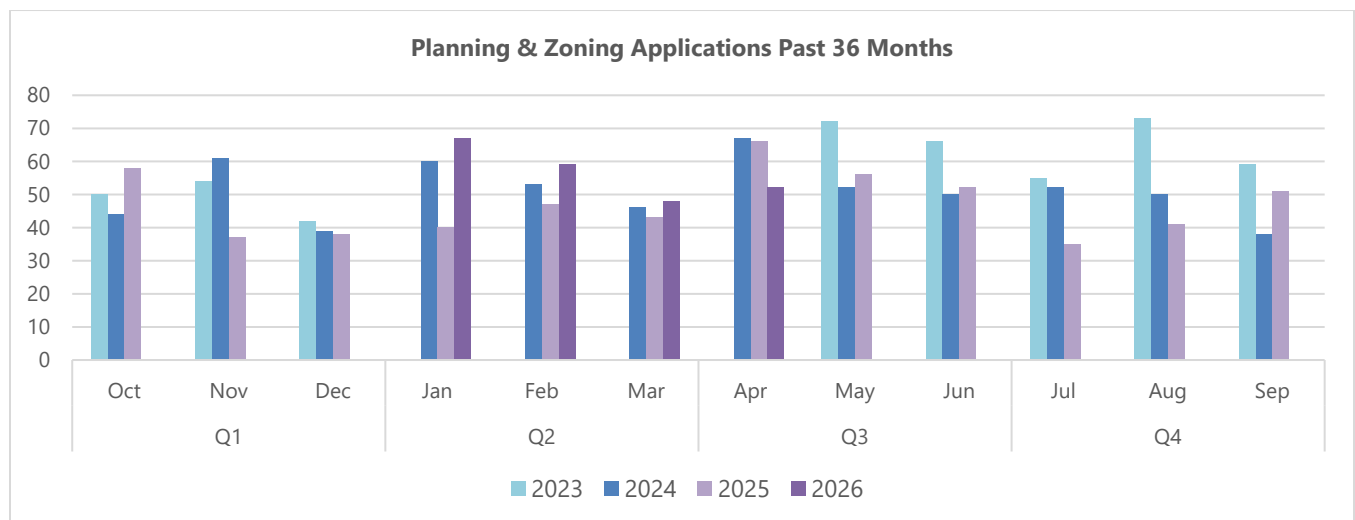
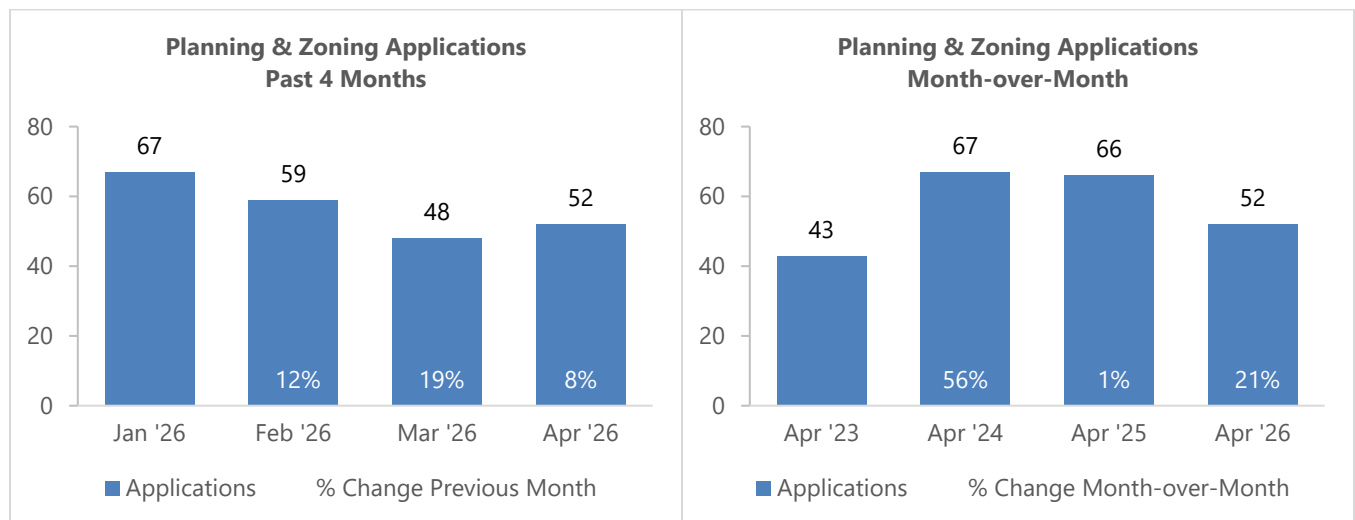
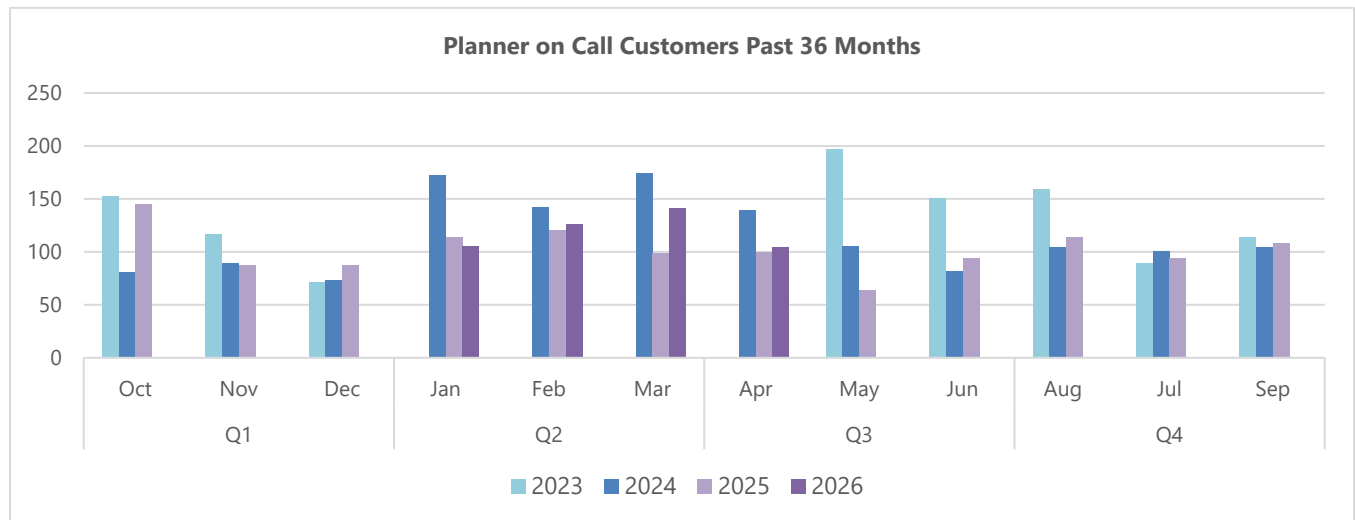
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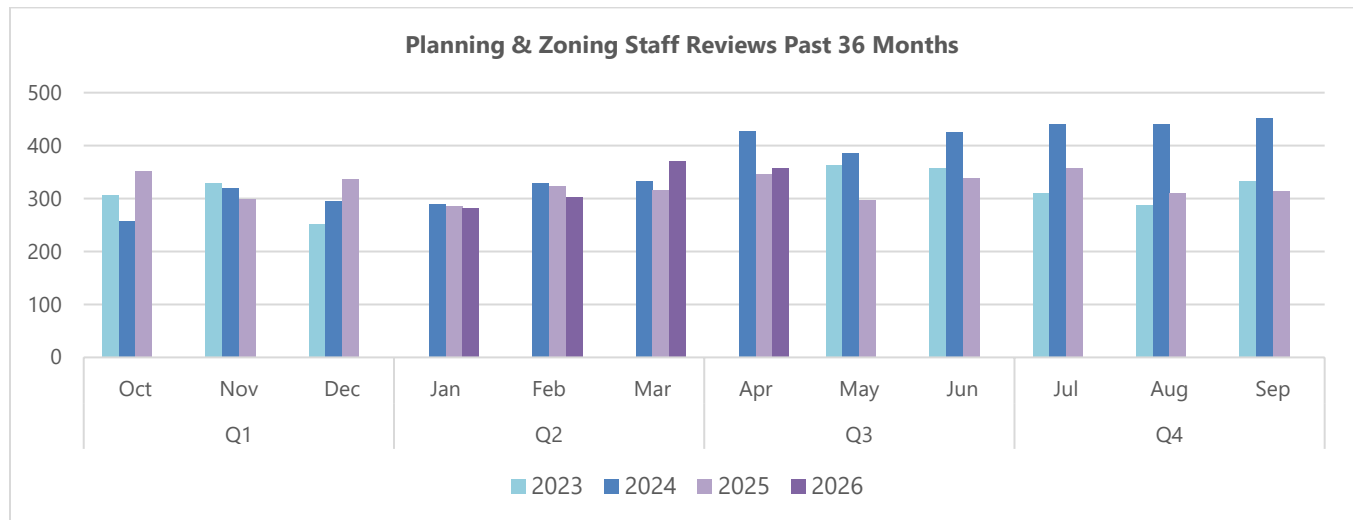
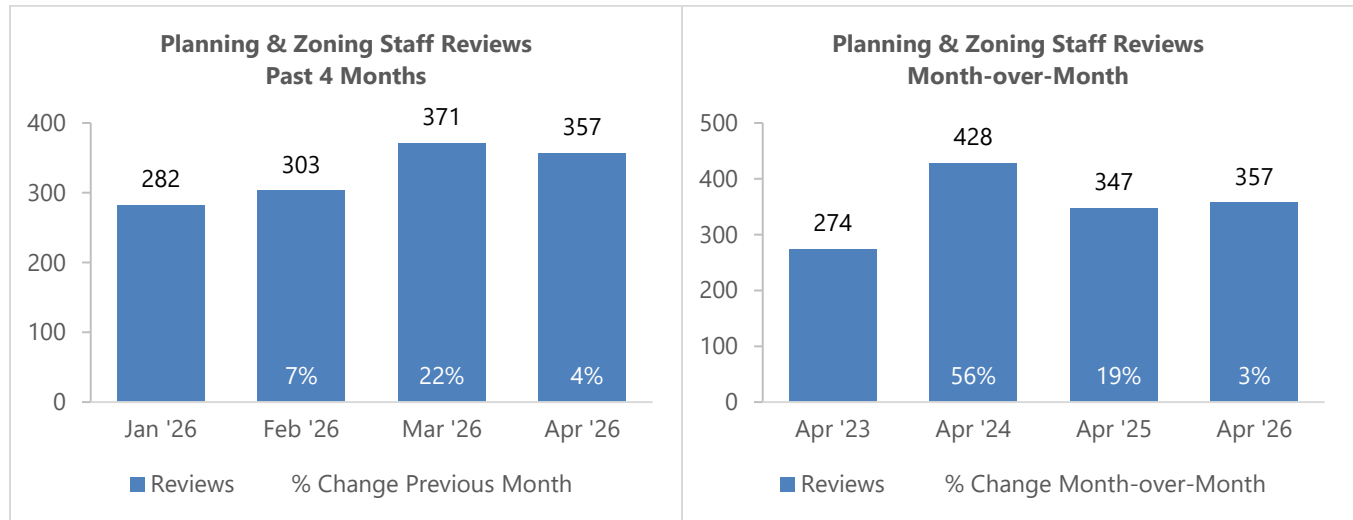




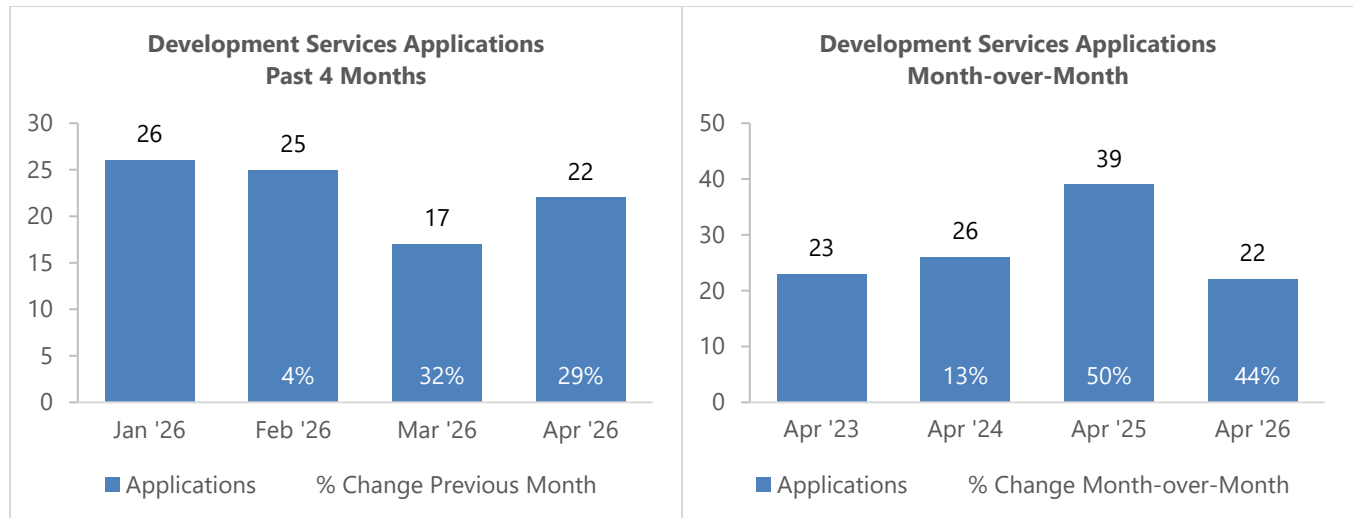
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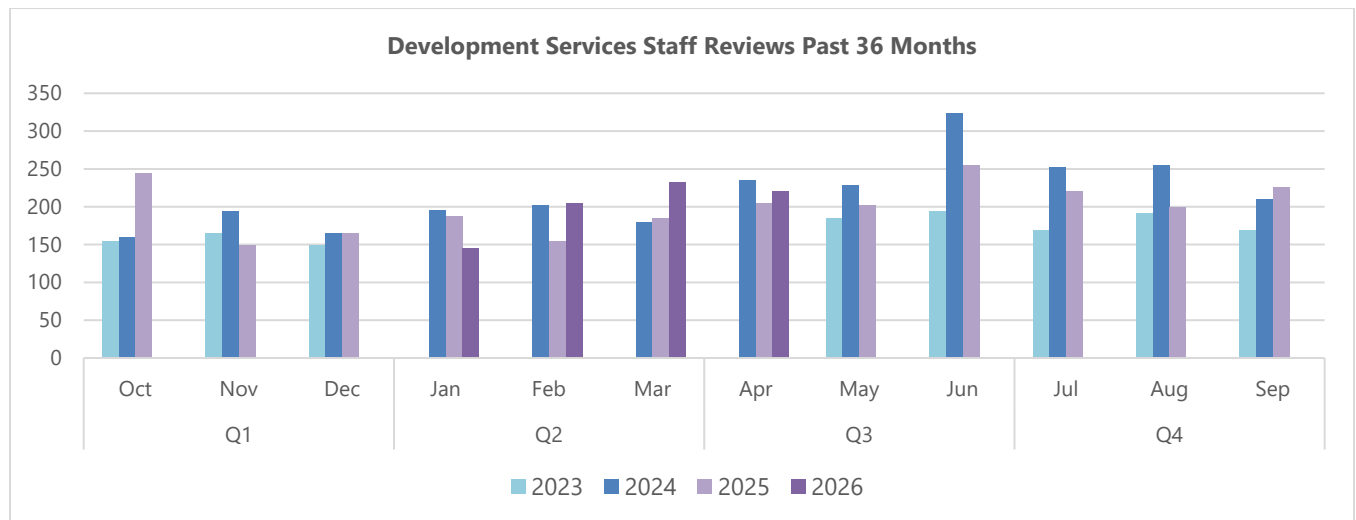
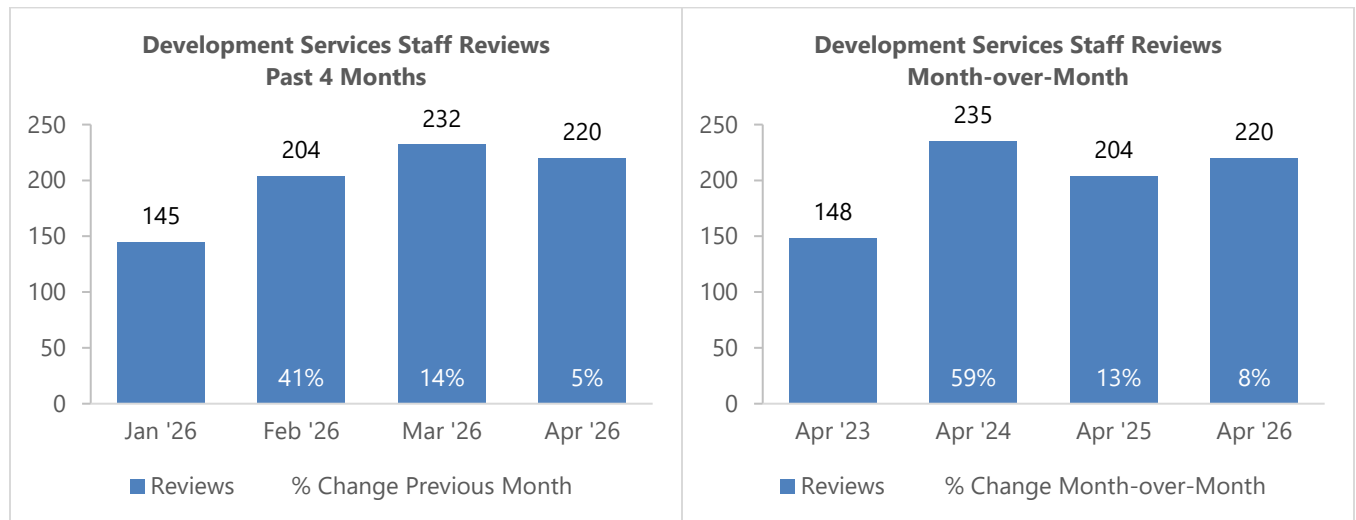
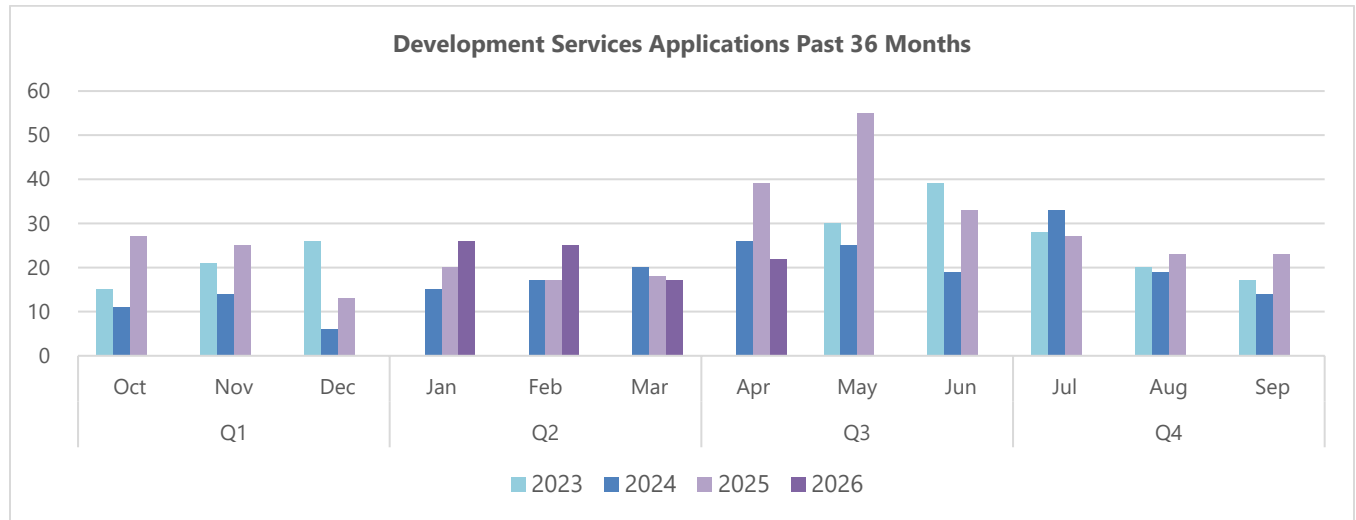


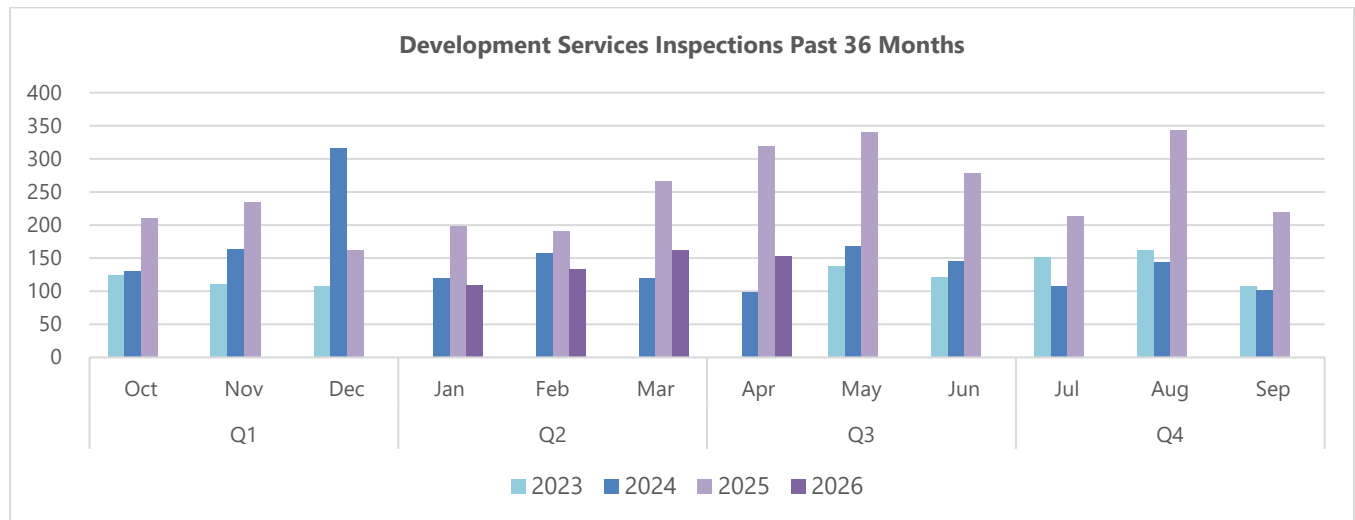
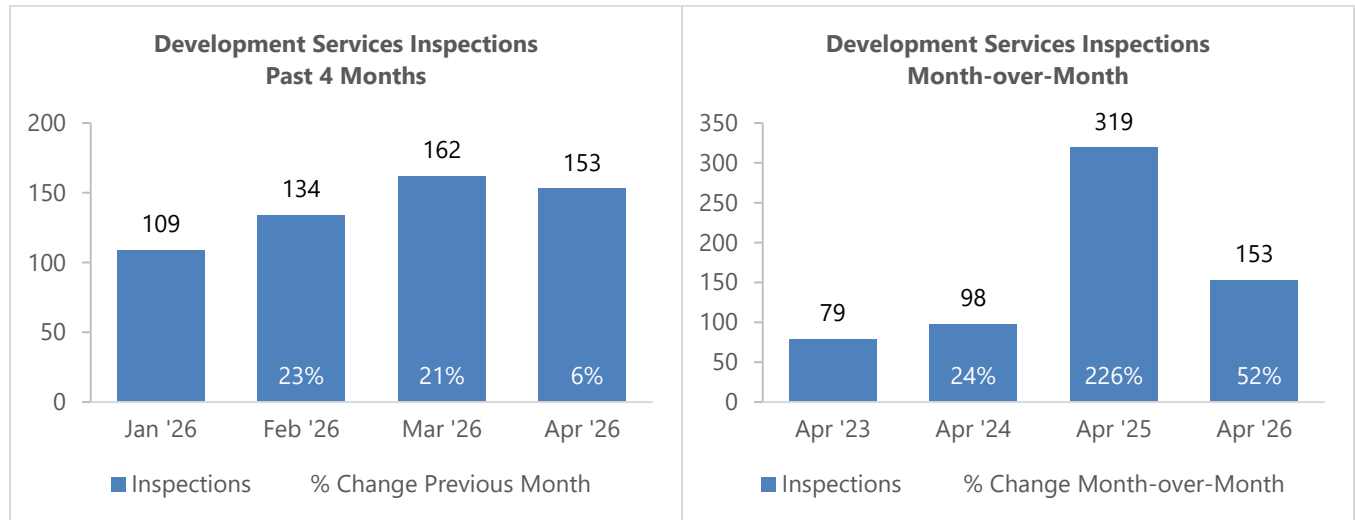




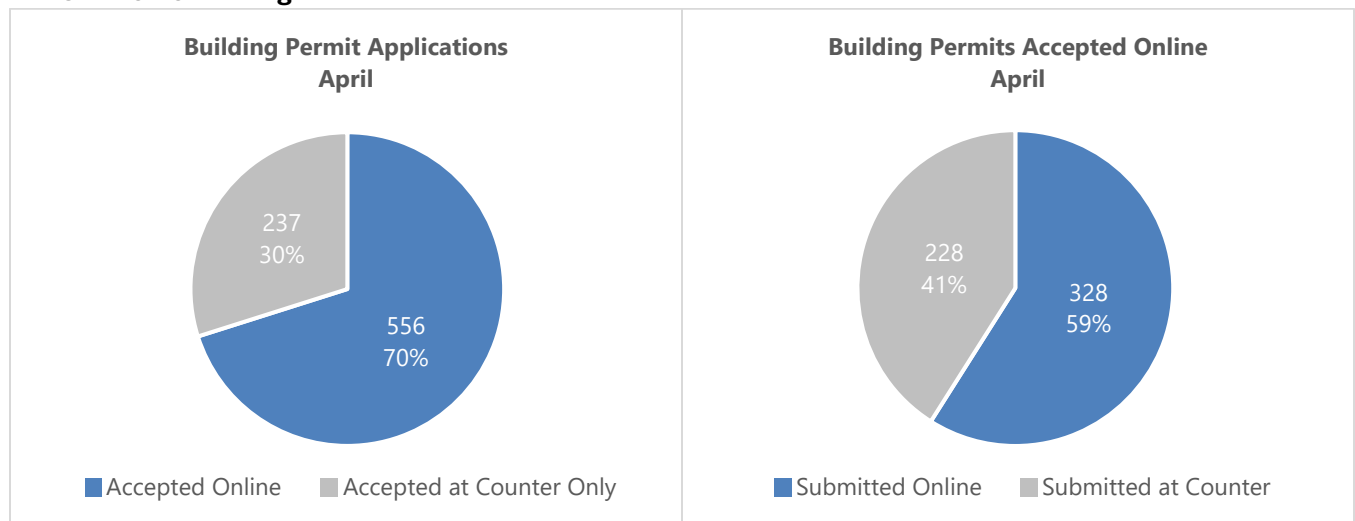
D. DEVELOPMENT SERVICES DEPARTMENT







E. Online Permitting



Community Development

Prepared for:

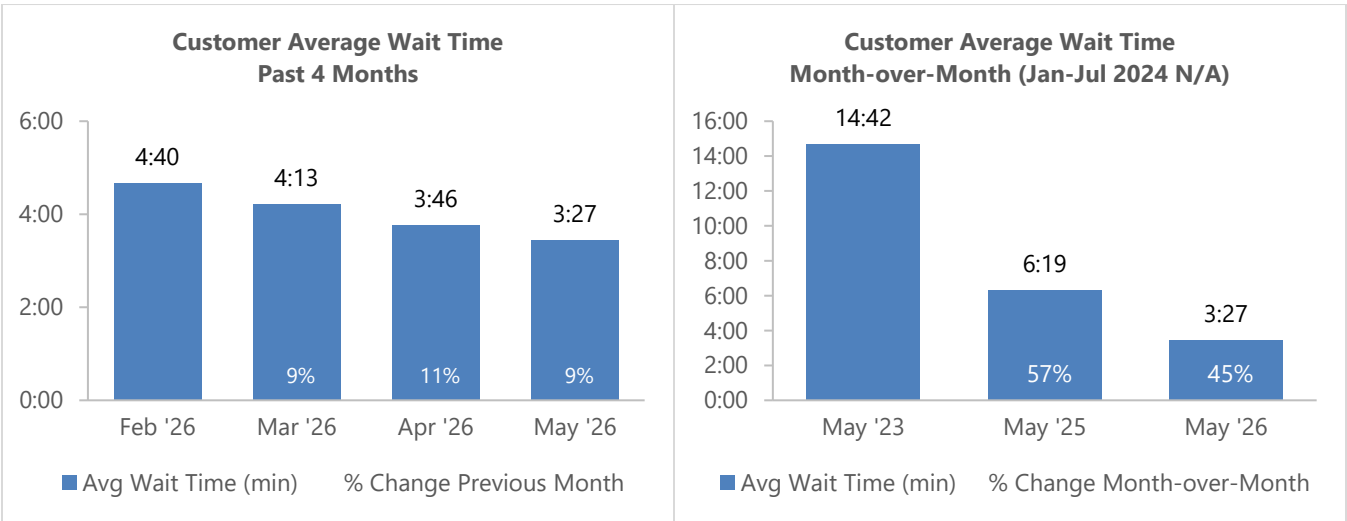
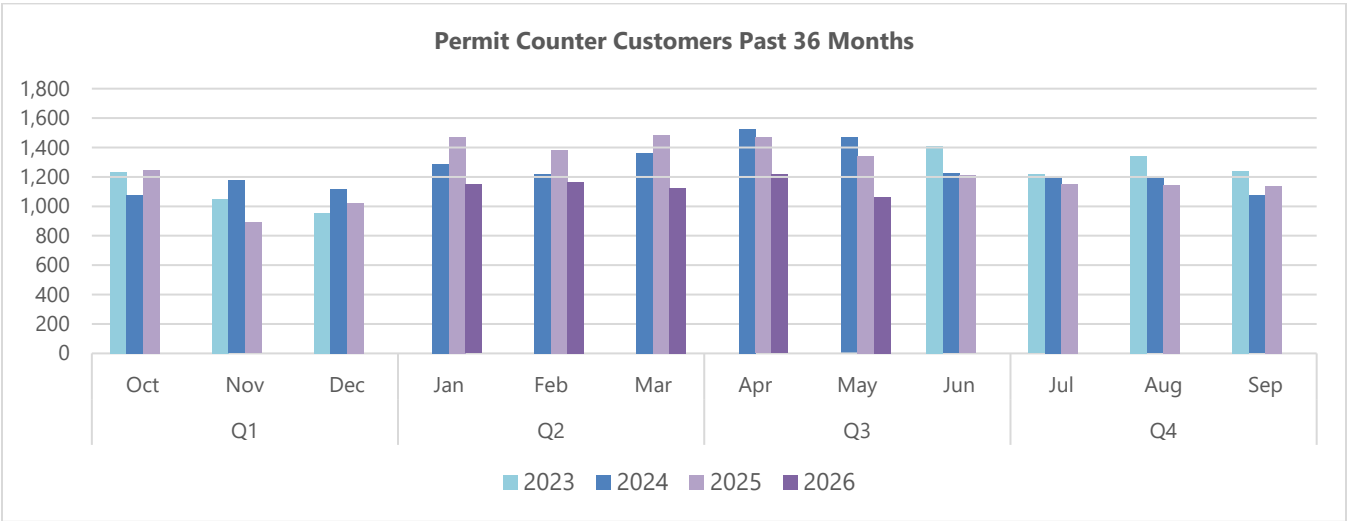
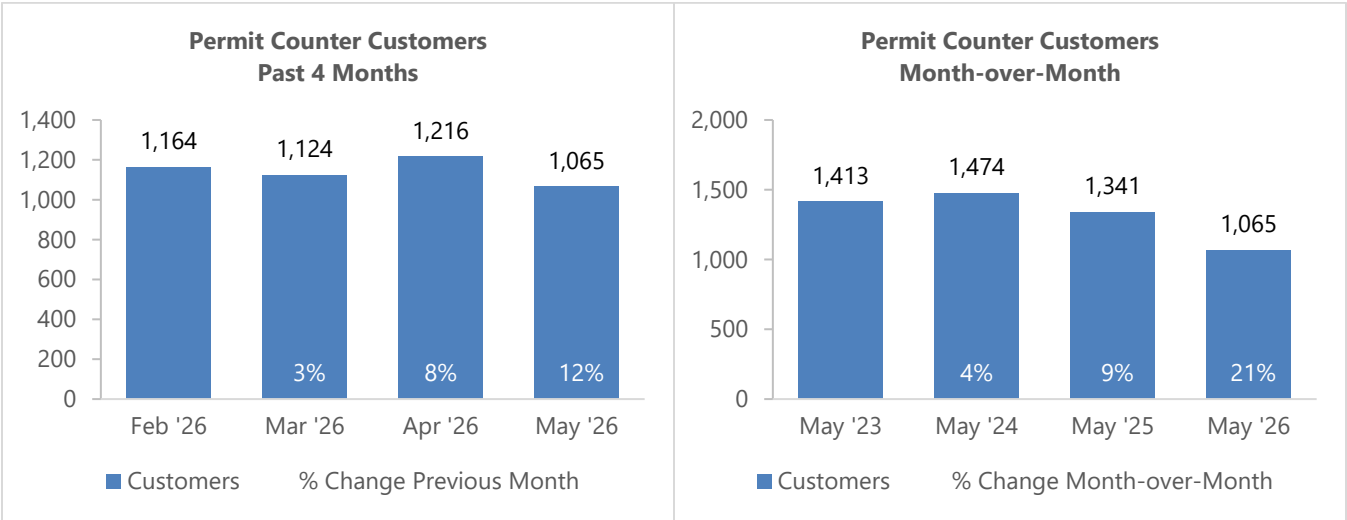


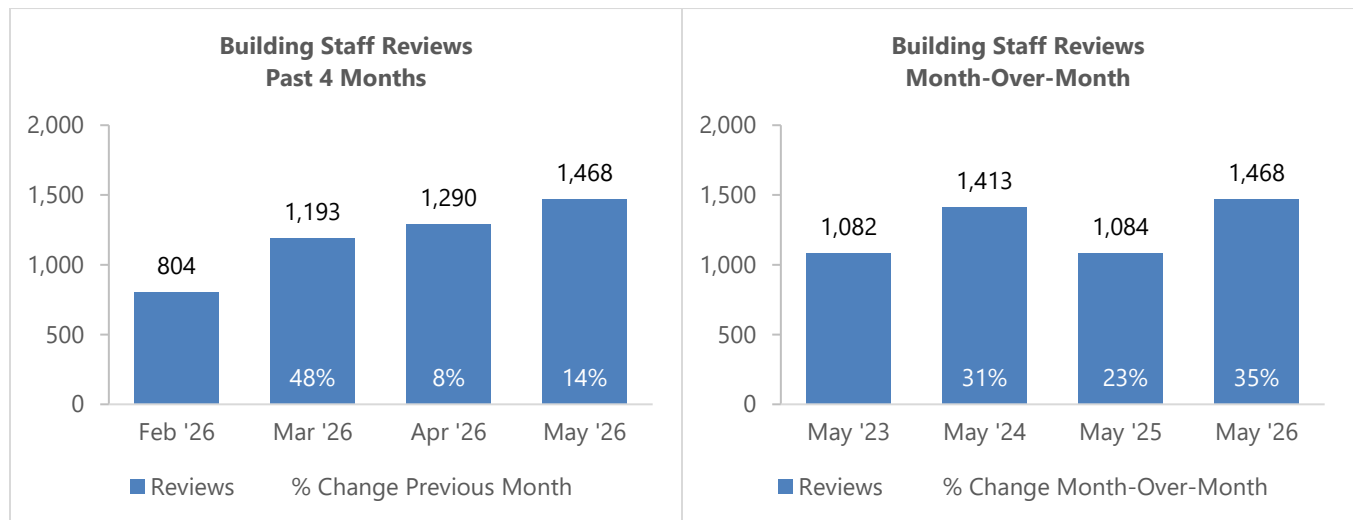
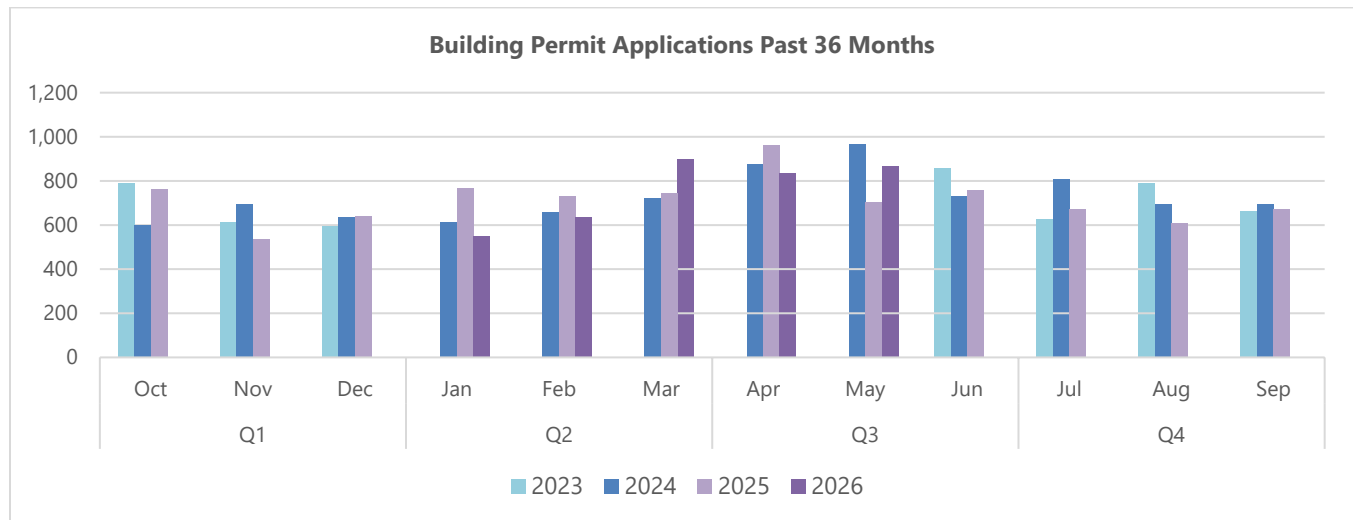
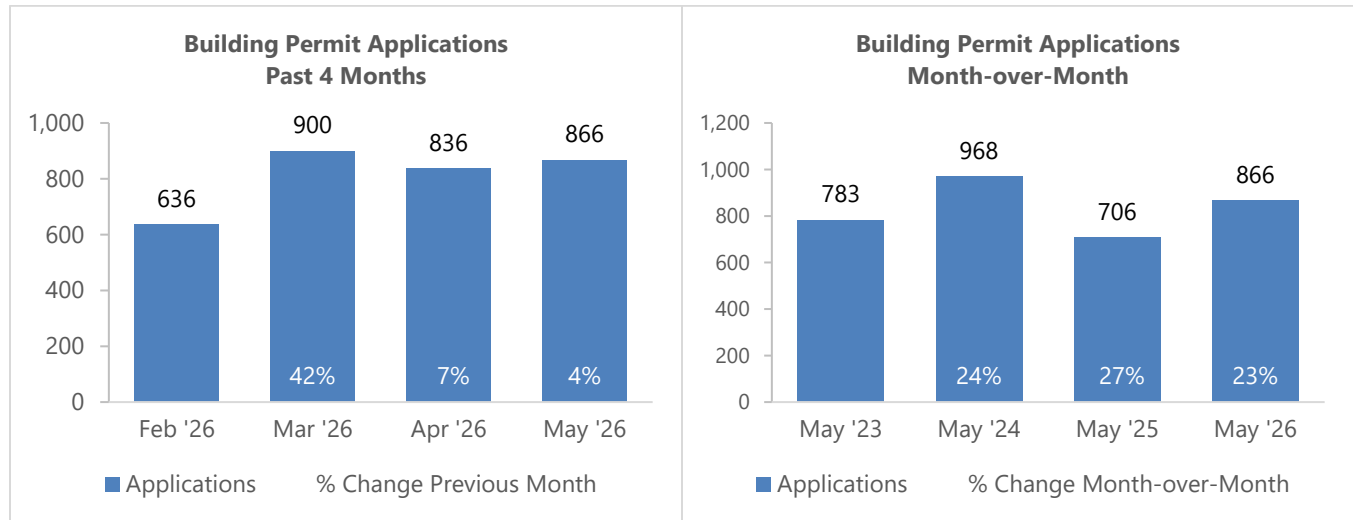
May 2026

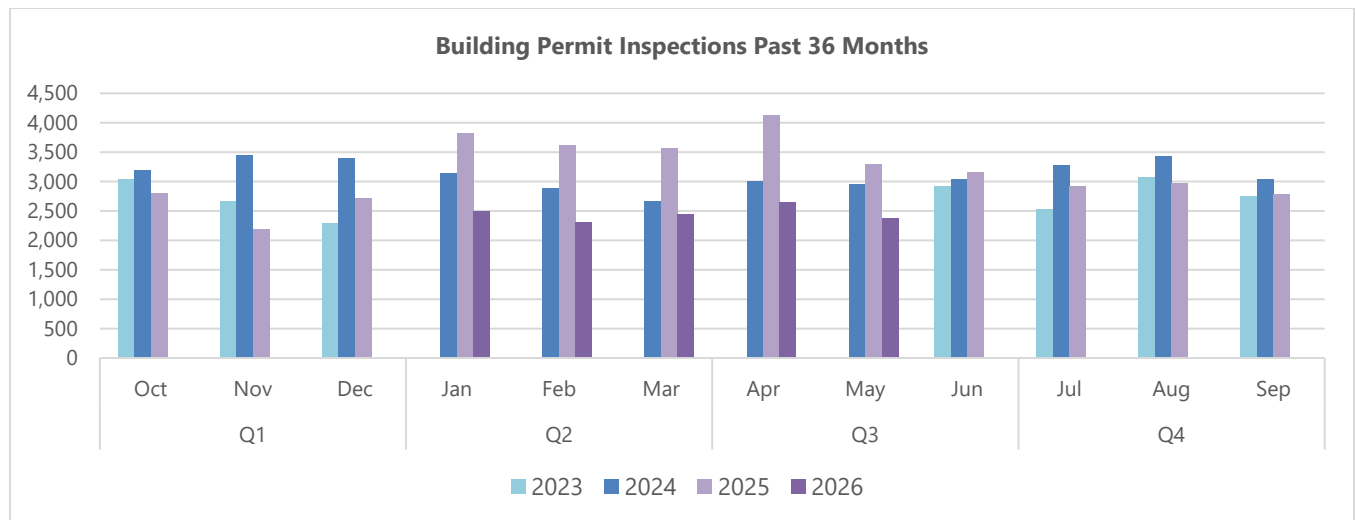
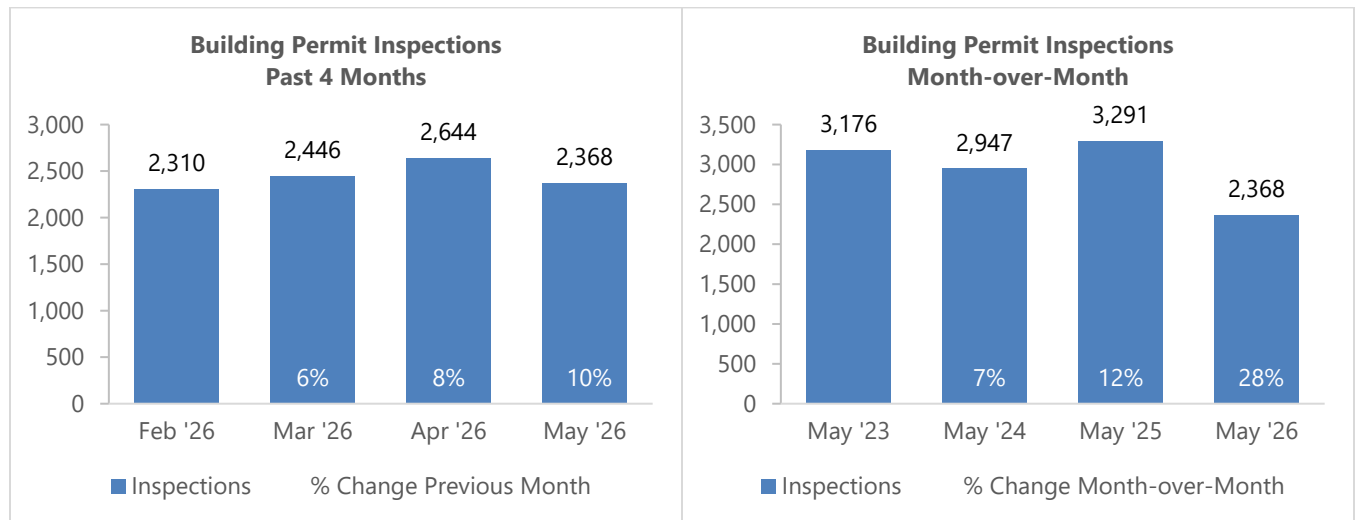
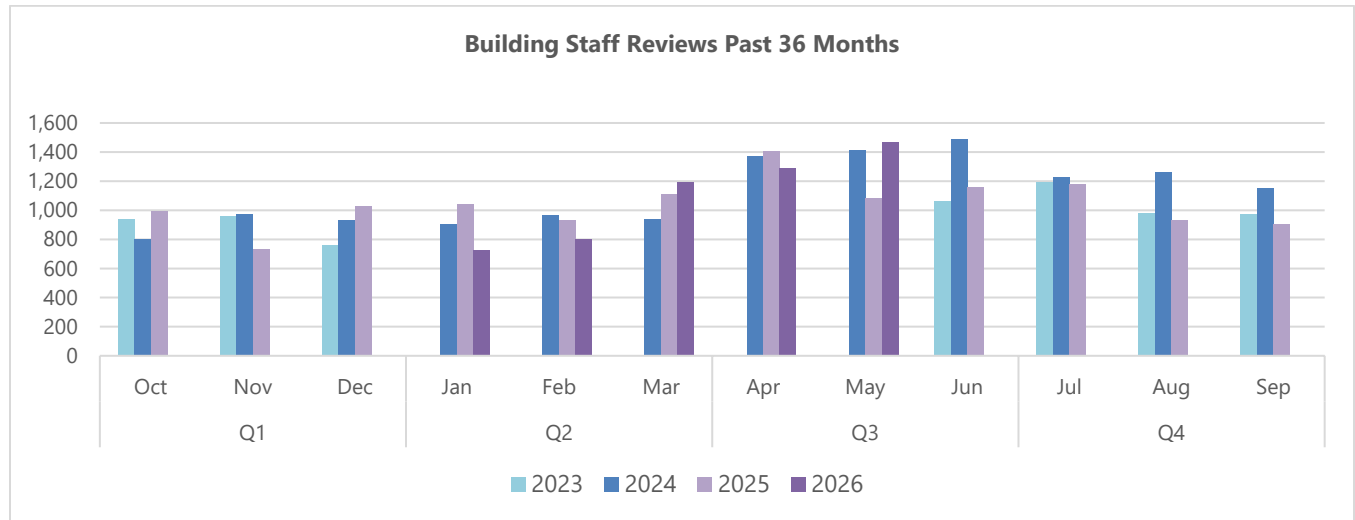
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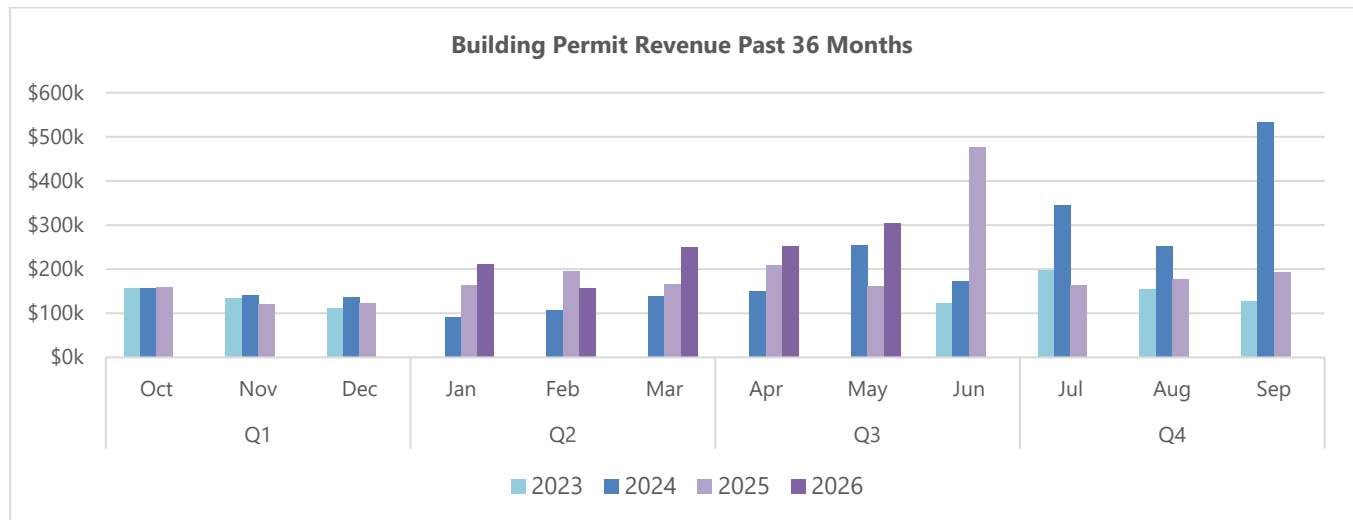
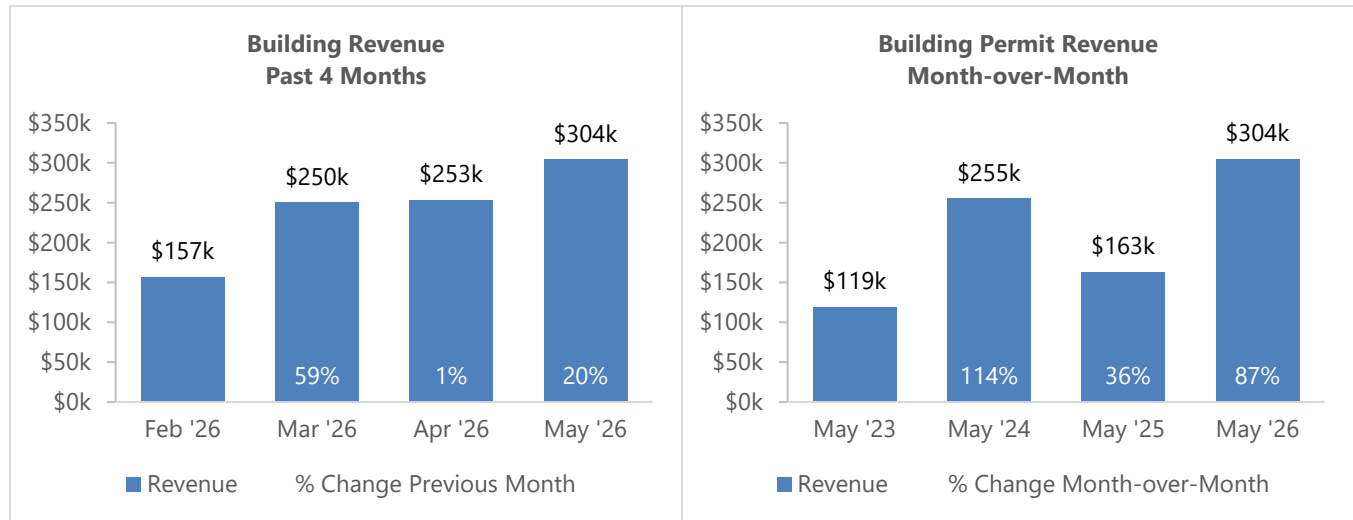
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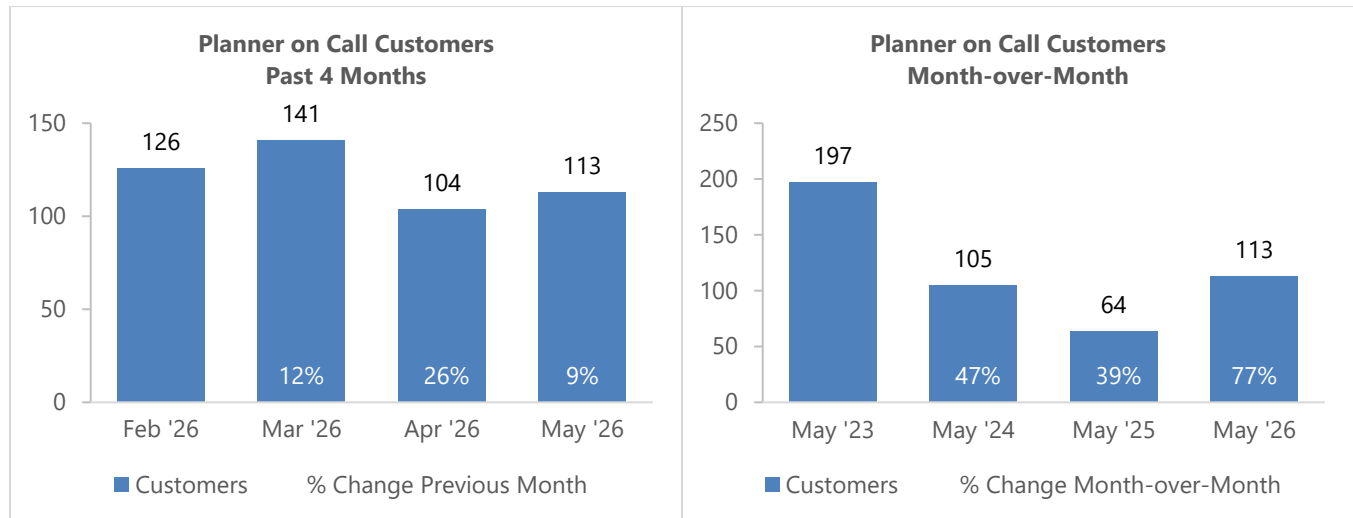


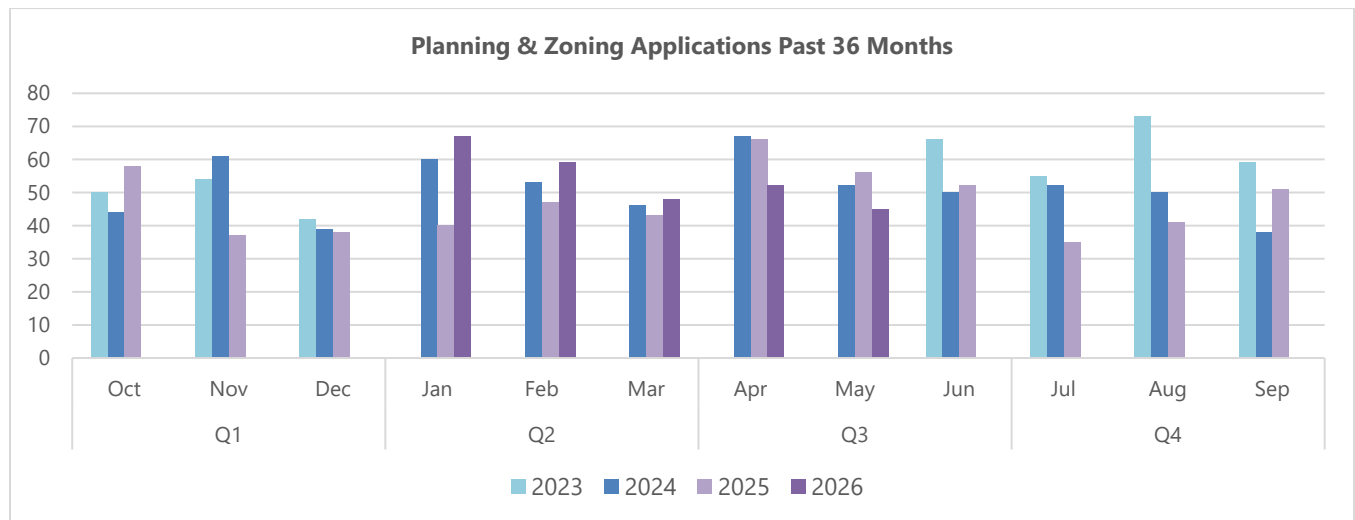
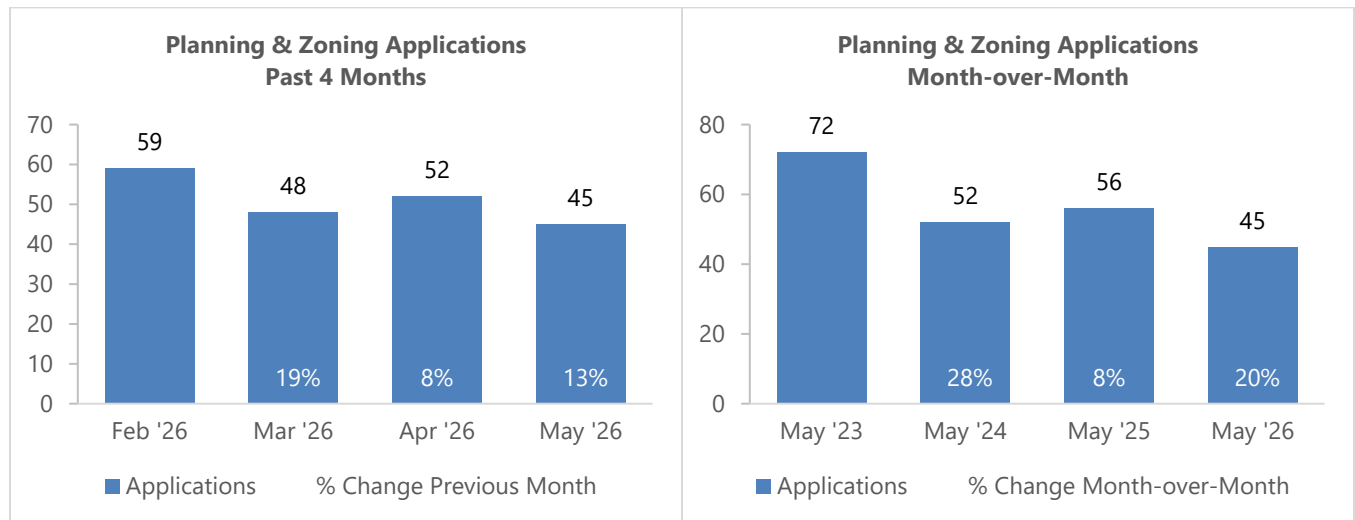
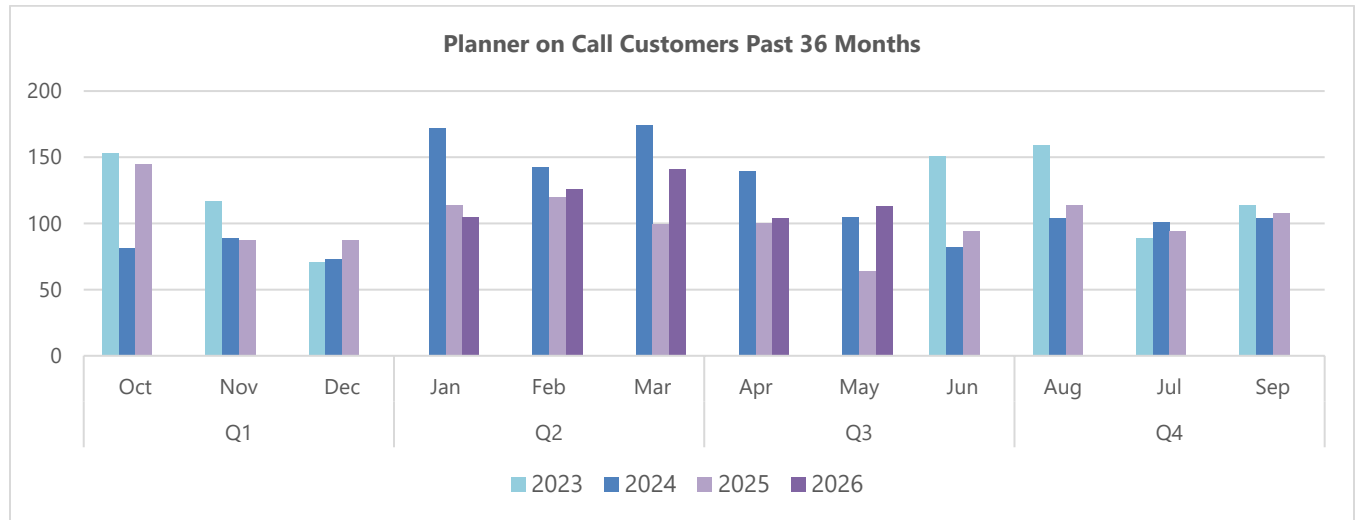
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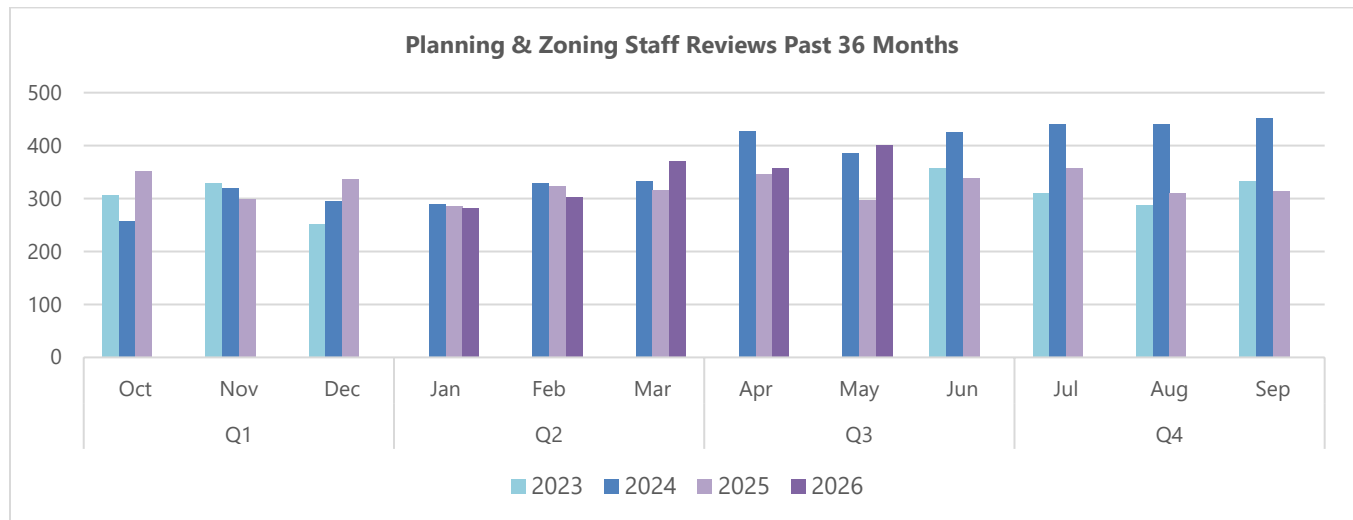
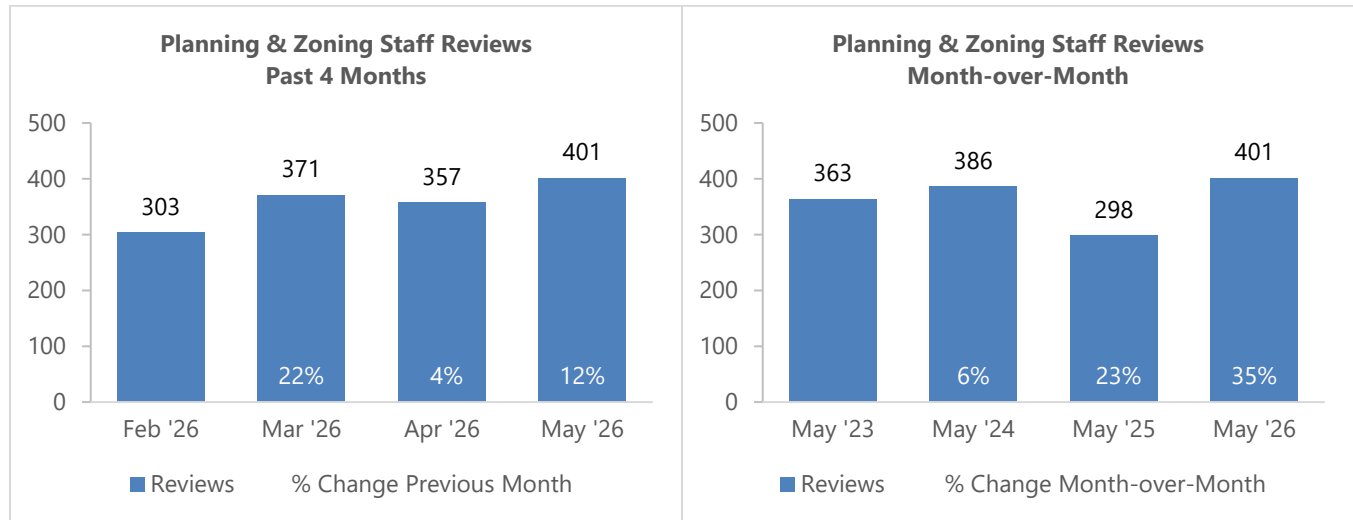




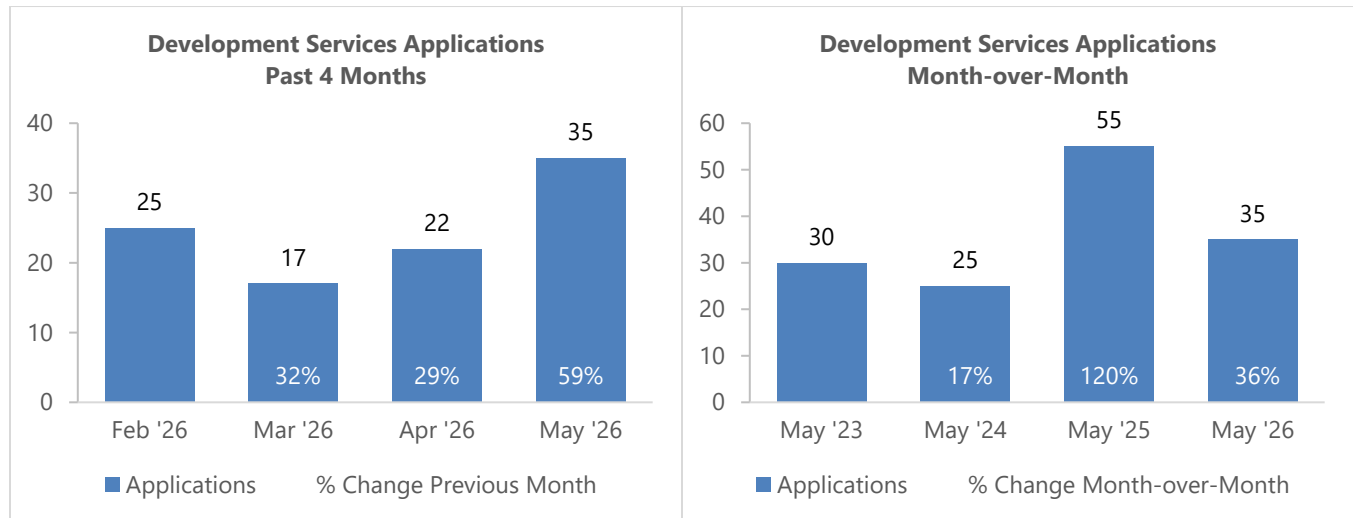
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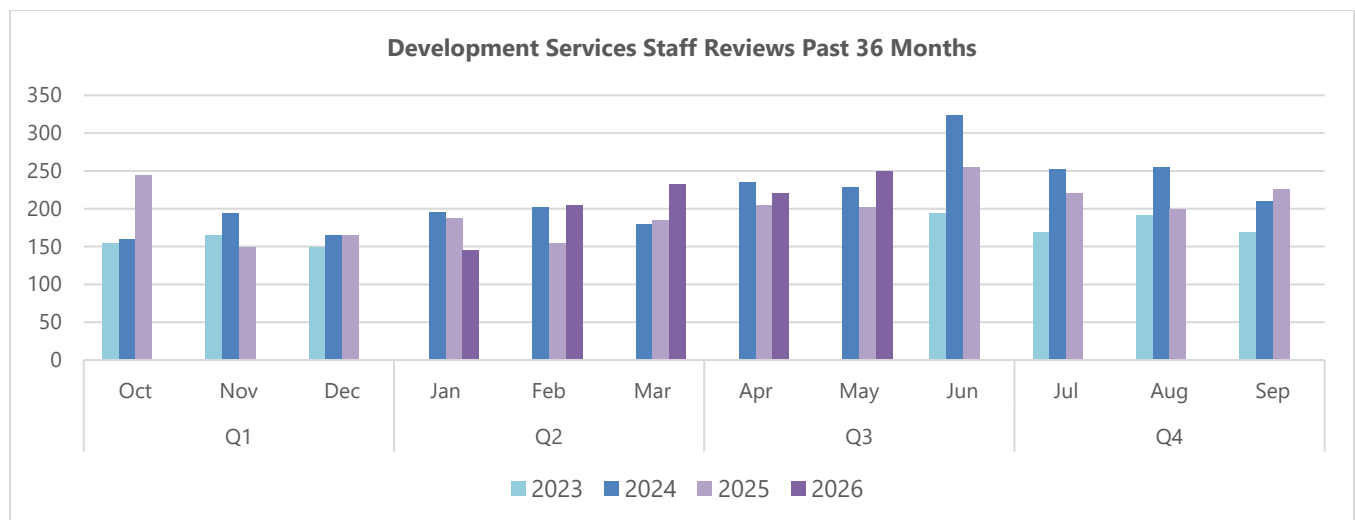
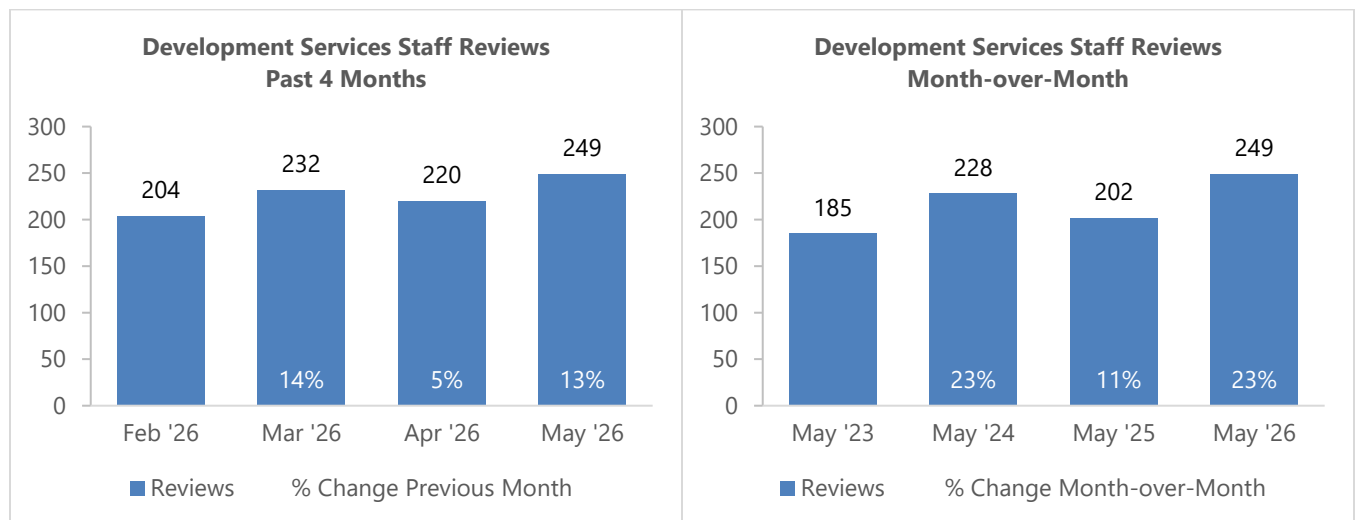
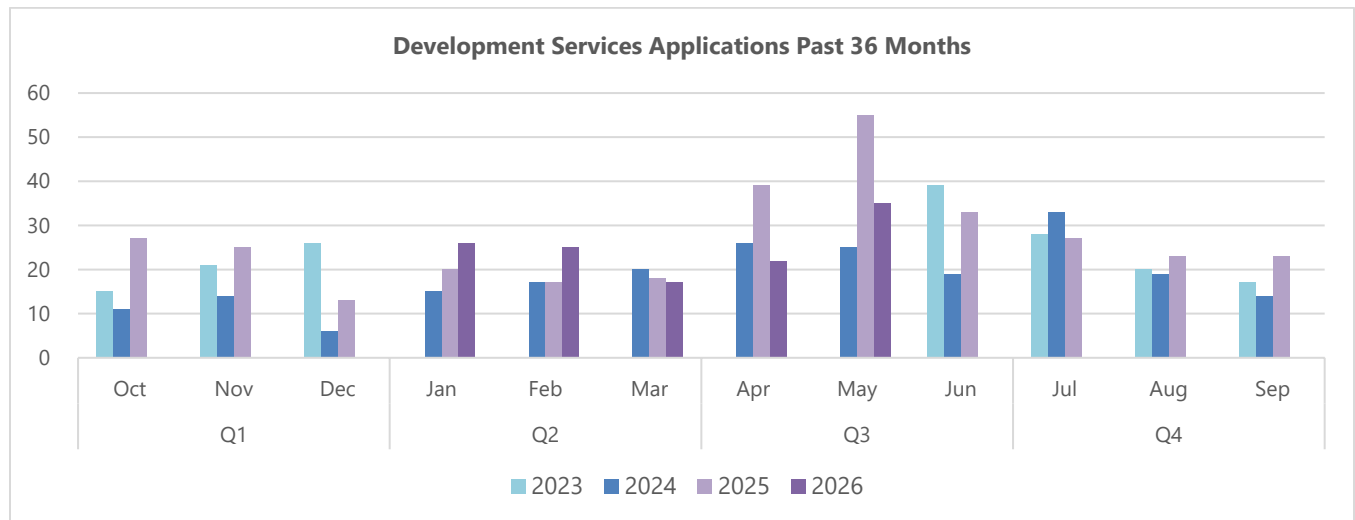


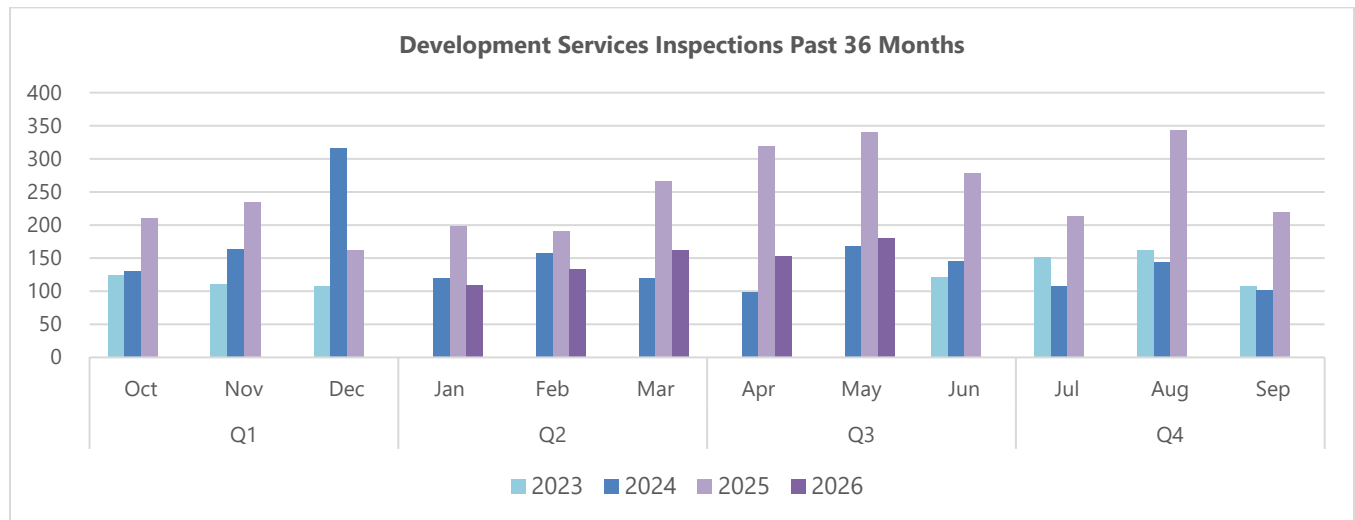
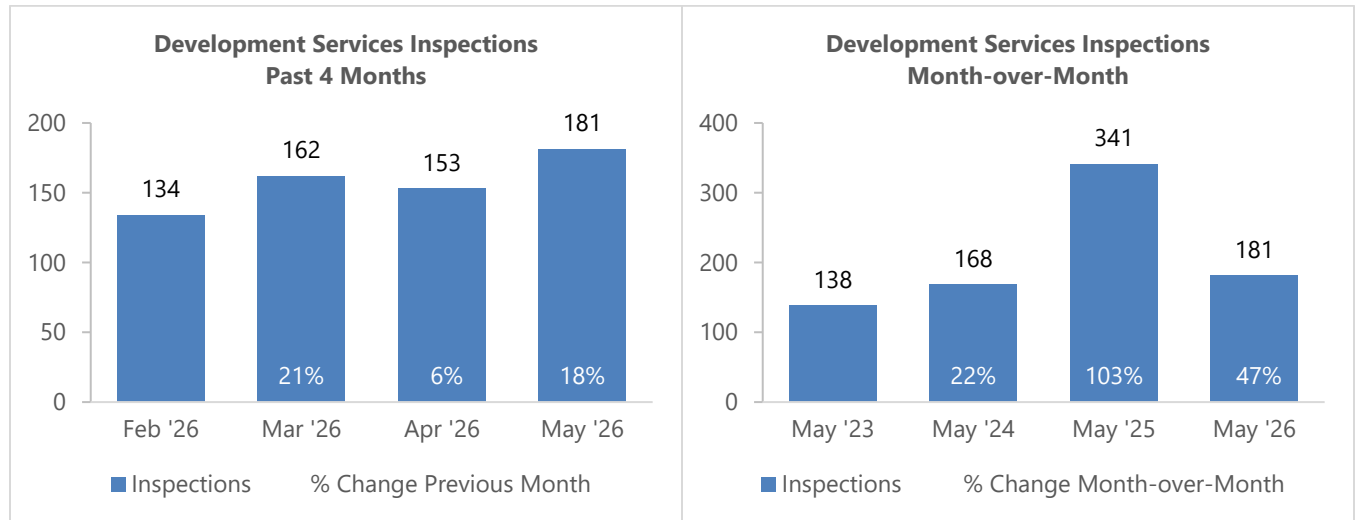




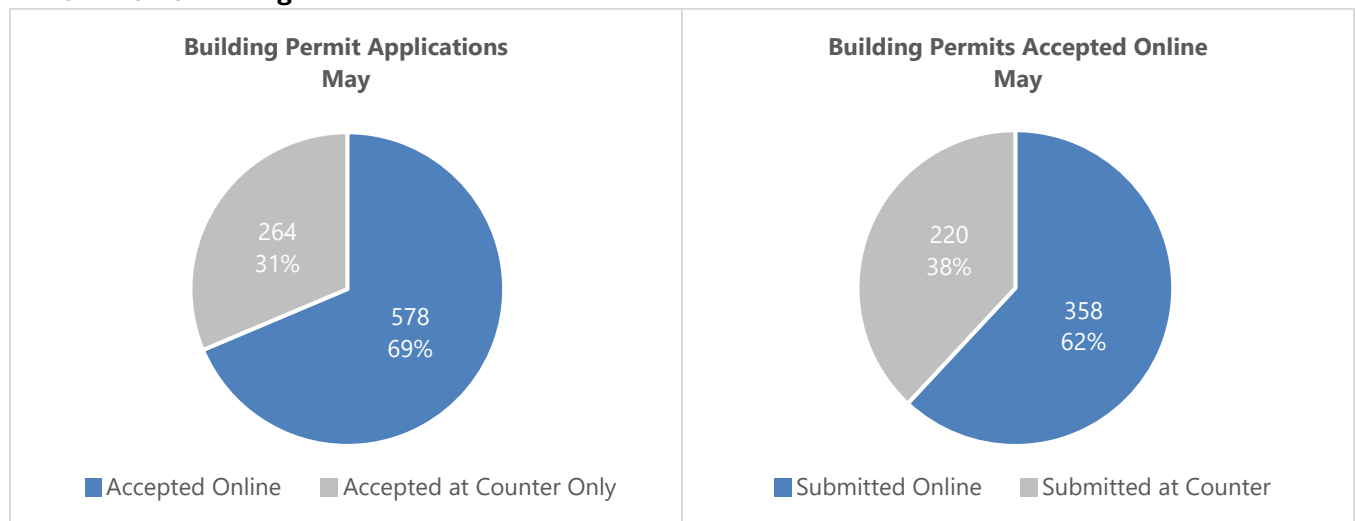
D. DEVELOPMENT SERVICES DEPARTMENT







E. Online Permitting





CITY OF BONITA SPRINGS BUSINESS PERMIT REPORT

Finalized Dates: 04/01/2026 to 04/30/2026

District 1

Category: New Business **Permit:** USE25-127913-BOS **Applied:** 11/06/25 **Issued:** 11/10/25 **Finalized:** 04/30/26
Name: TAMIAMI BONITA SPRINGS RV LP **SqFt:** 66,440 **Employees:** 1 **Shared Space:** N
Address: 24300 S TAMIAMI TRL, BONITA SPRINGS, FL 34134
Owner: William D Matthews **Phone:** N/A-- **Email:** bonitanotices@honeybeerv.com
Description: RENT STORAGE SPACE FOR RV & BOATS M-F 8AM-4PM

District 1 Summary

Total Permits = 1
Total Sq Ft = 66,440
Total Employees = 1

District 3

Category: New Business **Permit:** USE25-126736-BOS **Applied:** 09/24/25 **Issued:** 09/25/25 **Finalized:** 04/07/26
Name: ATHLETICA HEALTH & FITNESS BONITA SPRINGS LLC **SqFt:** 45,000 **Employees:** 20 **Shared Space:** N
Address: 8951 BONITA BEACH RD SE 660, BONITA SPRINGS, FL 34135
Owner: Swfl Prestige Investments Llc **Phone:** N/A-- **Email:** rmiddleton@athleticahf.com
Description: FITNESS OPERATIONS, INDOOR PICKLEBALL, INDOOR GOLF- 24 HOURS/ 7 DAYS

Category: New Business **Permit:** USE26-131479-BOS **Applied:** 03/27/26 **Issued:** 03/31/26 **Finalized:** 04/09/26
Name: CORTES FERNANDEZ ATTORNEYS AT LAW **SqFt:** 972 **Employees:** 3 **Shared Space:** N
Address: 3380 WOODS EDGE CIR 101, BONITA SPRINGS, FL 34134
Owner: Danilo Cortes & Pete Fernandes **Phone:** N/A-- **Email:** dcortes@cflitigation.com
Description: GENERAL LAW PRACTICE M-F 8AM-5PM

Category: New Business **Permit:** USE26-129885-BOS **Applied:** 02/03/26 **Issued:** 02/06/26 **Finalized:** 04/13/26
Name: OASIS MASSAGE SPA **SqFt:** 1,000 **Employees:** 0 **Shared Space:** N
Address: 28441 S TAMIAMI TRL 108, BONITA SPRINGS, FL 34134
Owner: Soriano Suarez Wistong Armando **Phone:** N/A-- **Email:** caos66864@gmail.com
Description: MASSAGE ESTABLISHMENT 9AM-9PM

Category: New Business **Permit:** USE26-131250-BOS **Applied:** 03/19/26 **Issued:** 04/02/26 **Finalized:** 04/21/26
Name: SUNSTATE CIVIL SERVICES LLC **SqFt:** 324 **Employees:** 3 **Shared Space:** Y
Address: 10955 ENTERPRISE AVE, BONITA SPRINGS, FL 34135
Owner: Benjamin, Ryan, Gregory Elwell, Macphee, Collier **Phone:** 239-947-1846 **Email:** rmacphee@haskinsinc.net
Description: PROVIDE MOT SERVICES SUCH AS FLAGGING TO OTHER CONTRACTORS IN THE LEE & COLLIER COUNTY (M-F 6AM-5PM)

Category: New Business **Permit:** USE26-131530-BOS **Applied:** 03/30/26 **Issued:** 03/31/26 **Finalized:** 04/21/26
Name: PALM BAY SOCIAL **SqFt:** 1,850 **Employees:** 4 **Shared Space:** N
Address: 28441 S TAMIAMI TRL 103, BONITA SPRINGS, FL 34134
Owner: Sudhir Patel **Phone:** 334-475-0709 **Email:** ritvik0495@yahoo.com
Description: POOL "BILLARDS" HALL/SOCIAL CLUB- WILL BE HOSTING TOURNAMENTS AND EVENTS. DESIGNED FOR BOTH CASUAL AND COMPETITIVE PLAYERS. MONDAY-SATURDAY 10AM-10PM

Category: New Business **Permit:** USE26-132084-BOS **Applied:** 04/16/26 **Issued:** 04/17/26 **Finalized:** 04/22/26
Name: BELLA TILE & MARBLE LLC **SqFt:** 0 **Employees:** 1 **Shared Space:** N
Address: 10951 HARMONY PARK DR 2, BONITA SPRINGS, FL 34135
Owner: Jeshua Patrick **Phone:** N/A-- **Email:** accounting@bellatileandmarble.com
Description: TILE & MARBLE INSTALLATION

District 3

Category: New Business	Permit: USE26-131873-BOS	Applied: 04/09/26	Issued: 04/09/26	Finaled: 04/23/26
Name: INTERSTATE ROOFING		SqFt: 1,498	Employees: 1	Shared Space: N
Address: 3421 BONITA BEACH RD SW 406, BONITA SPRINGS, FL 34134				
Owner: Sean Ricks	Phone: N/A--	Email: hbogle@interstateroof.com		
Description: ADMIN OFFICE FOR ROOFING COMPANY MON-FRI 9AM-5PM				

District 3 Summary				
Total Permits = 7				
Total Sq Ft = 50,644				
Total Employees = 32				

District 4				
Category: New Business	Permit: USE25-128556-BOS	Applied: 12/04/25	Issued: 12/12/25	Finaled: 04/16/26
Name: SACHSE CONSTRUCTION AND DEVELOPMENTS COMPANY LLC		SqFt: 1,842	Employees: 4	Shared Space: N
Address: 9201 COCKLESHELL CT 1, BONITA SPRINGS, FL 34135				
Owner: Todd Sachse	Phone: 313-481-8200	Email: tsteeber@sachse.net		
Description: GENERAL CONTRACTOR COMPANY 7:30AM -5:30PM M-F				

District 4 Summary				
Total Permits = 1				
Total Sq Ft = 1,842				
Total Employees = 4				

District 5				
Category: New Business	Permit: USE26-131963-BOS	Applied: 04/13/26	Issued: 04/13/26	Finaled: 04/15/26
Name: SHAFFER CLEAN		SqFt: 142	Employees: 3	Shared Space: N
Address: 9220 BONITA BEACH RD SE 200-16, BONITA SPRINGS, FL 34135				
Owner: Elizabeth Shaffer	Phone: N/A--	Email: jshaffer@360clean.com		
Description: OFFICE FOR CLEANING BUISNESS				

Category: New Business	Permit: USE26-131832-BOS	Applied: 04/08/26	Issued: 04/09/26	Finaled: 04/28/26
Name: ONPOINTE DANCE STUDIO OF FLORIDA LLC		SqFt: 2,630	Employees: 1	Shared Space: N
Address: 9048 BONITA BEACH RD SE, BONITA SPRINGS, FL 34135				
Owner: Talie Tartakovskiy	Phone: N/A--	Email: taliet.06@gmail.com		
Description: DANCE STUDIO 9AM-1PM AND 3PM-9PM MON-SAT				

District 5 Summary				
Total Permits = 2				
Total Sq Ft = 2,772				
Total Employees = 4				

All Business Permits Summary				
Grand Total Permits = 11				
Grand Total Sq Ft = 121,698				
Grand Total Employees = 41				

Note: Number of Employees were not documented prior to November 1, 2011.

Note: Total Square Footage shown in this report does not account for vacated businesses and does not represent "net" change.



CITY OF BONITA SPRINGS BUSINESS PERMIT REPORT

Finalized Dates: 05/01/2026 to 05/31/2026

District 1

Category: New Business **Permit:** USE26-130755-BOS **Applied:** 03/05/26 **Issued:** 03/11/26 **Finalized:** 05/20/26
Name: LANDSCAPE WORKSHOP LLC **SqFt:** 1,200 **Employees:** 5 **Shared Space:** N
Address: 12700 DEWEY RD, BONITA SPRINGS, FL 34135
Owner: Landscape Workshop Parent **Phone:** N/A-- **Email:** jdeavers@landscapeworshop.com
Description: LANDSCAPE MAINTENANCE MON-FRI (8am-5pm)

Category: New Business **Permit:** USE26-131481-BOS **Applied:** 03/27/26 **Issued:** 03/31/26 **Finalized:** 05/27/26
Name: BREAK THE FAST **SqFt:** 2,596 **Employees:** 10 **Shared Space:** N
Address: 25355 S TAMiami TrL 2, BONITA SPRINGS, FL 34135
Owner: Eggcellent Cafe Llc **Phone:** N/A-- **Email:** kristi@psfbfl.com
Description: FULL SERVICE RESTAURANT OPEN 7 DAYS A WEEK 7AM-2:30PM (COMBINED W/ COP26-131482-BOS)

District 1 Summary

Total Permits = 2
Total Sq Ft = 3,796
Total Employees = 15

District 3

Category: Business Expansion **Permit:** USE20-73728-BOS **Applied:** 09/18/20 **Issued:** 09/22/20 **Finalized:** 05/08/26
Name: ENCORE GARAGE OF SOUTHWEST FLORIDA **SqFt:** 3,300 **Employees:** 8 **Shared Space:** N
Address: 28280 OLD 41 RD M4, BONITA SPRINGS, FL 34135
Owner: Kevin + Michelle Vaughan **Phone:** 239-777-5064 **Email:** kevin@ckvhholdings.com
Description: SHOWROOM & ADMIN OFFICES (COM20-70668-BOS)

Category: New Business **Permit:** USE25-127656-BOS **Applied:** 10/28/25 **Issued:** 11/17/25 **Finalized:** 05/11/26
Name: BODEGA PLANTS LLC **SqFt:** 716 **Employees:** 1 **Shared Space:** N
Address: 28290 OLD 41 RD 12, BONITA SPRINGS, FL 34135
Owner: Johnny Juarez **Phone:** 239-537-3825 **Email:** bodegaplants@gmail.com
Description: ARTS & CRAFTS (RUG MAKING, PAINTING, CANDEL MAKING, SCREEN PRINTING FOR CUSTOM T SHIRTS) FRI-SUN

District 3 Summary

Total Permits = 2
Total Sq Ft = 4,016
Total Employees = 9

District 4

Category: New Business **Permit:** USE25-127953-BOS **Applied:** 11/07/25 **Issued:** 11/10/25 **Finaled:** 05/01/26
Name: ALTA SERENA LLC DBA DEEP SERENE MASSAGE **SqFt:** 2,000 **Employees:** 6 **Shared Space:** N
Address: 25221 BERNWOOD DR 6 & 7, BONITA SPRINGS, FL 34135
Owner: Kelly Delaney **Phone:** 630-244-1151 **Email:** deepserenemassage@gmail.com
Description: SPA/MASSAGE BY APPT. ONLY - m-f 8am-630pm, sun 8am-530pm

Category: New Business **Permit:** USE25-127527-BOS **Applied:** 10/23/25 **Issued:** 11/10/25 **Finaled:** 05/11/26
Name: PRECISION HEALTHCARE SPECIALISTS **SqFt:** 6,211 **Employees:** 4 **Shared Space:** N
Address: 25243 ELEMENTARY WAY, BONITA SPRINGS, FL 34135
Owner: James Rubenstein **Phone:** 239-738-6135 **Email:** jvandemark@phspecialists.com
Description: IMAGING MON-FRI 8AM-5PM

Category: New Business **Permit:** USE25-126606-BOS **Applied:** 09/19/25 **Issued:** 09/19/25 **Finaled:** 05/12/26
Name: CID DESIGN LLC **SqFt:** 6,041 **Employees:** 20 **Shared Space:** N
Address: 9606 BERNPINE CT 103-104, BONITA SPRINGS, FL 34135
Owner: Barbara/ Jennifer Zella/ MendeHall **Phone:** 239-495-3806 **Email:** ap@cid-designgroup.com
Description: INTERIOR DESIGN FIRM HRS OF OPERATION M-F 830AM-530PM

District 4 Summary

Total Permits = 3
Total Sq Ft = 14,252
Total Employees = 30

District 5

Category: New Business **Permit:** USE26-132547-BOS **Applied:** 05/01/26 **Issued:** 05/05/26 **Finaled:** 05/26/26
Name: DEMINE IMMIGRATION LAW FIRM PA **SqFt:** 900 **Employees:** 3 **Shared Space:** N
Address: 9220 BONITA BEACH RD SE 201, BONITA SPRINGS, FL 34135
Owner: Indera Demine **Phone:** 239-208-2680 **Email:** info@demineimmigration.com
Description: OPERATE A FULL SERVICE IMMIGRATION LAW FIRM PROVIDING LEGAL SERVICES TO RESIDENTS OF BONITA SPRINGS. THIS IS THIRD LOCATION AS WE CURRENTLY HAVE OFFICE IN LEHIGH ACRES AND DOWNTOWN FORT MYERS

District 5 Summary

Total Permits = 1
Total Sq Ft = 900
Total Employees = 3

District 6

Category: New Business **Permit:** USE25-121419-BOS **Applied:** 03/18/25 **Issued:** 04/09/25 **Finaled:** 05/04/26
Name: WILLOWHOUSE CABINERTY & CNC INC **SqFt:** 5,540 **Employees:** 8 **Shared Space:** N
Address: 12622 TRADE WAY DR 1 & 2, BONITA SPRINGS, FL 34135
Owner: Bruce Walker **Phone:** N/A-- **Email:** admin@willowhousecabinets.com
Description: SALES & MANUFACTURE CUSTOM CABINETS MON-FRI 8AM-4:30PM

District 6 Summary

Total Permits = 1
Total Sq Ft = 5,540
Total Employees = 8

All Business Permits Summary

Grand Total Permits = 9
Grand Total Sq Ft = 28,504
Grand Total Employees = 65

Note: Number of Employees were not documented prior to November 1, 2011.

Note: Total Square Footage shown in this report does not account for vacated businesses and does not represent "net" change.